

OAK BROOK PARK DISTRICT

ELECTRICAL REPAIR AND MAINTENANCE SERVICES BID PACKET



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**INVITATION TO BID
OAK BROOK PARK DISTRICT
Electrical Repair and Maintenance Services Bid**

The Oak Brook Park District (the “District”) is accepting bids for the provision of “as-needed” electrical repair & service for all park district owned properties.

Contract Documents, including Specifications, may be obtained beginning Thursday, March 10, 2016, at the Administrative Office at the District’s Family Recreation Center, 1450 Forest Gate Road, Oak Brook, IL 60523, Monday - Friday, 9:00 a.m. – 5:00 p.m. or in PDF format at the District’s website: http://www.obparks.org/general_information/bid.asp

A mandatory pre-bid meeting will be held on Wednesday, March 23, 2016 at 9:30 a.m., with the District’s representatives, at the Administrative Office at the District’s Family Recreation Center, 1450 Forest Gate Road, Oak Brook, IL.

The District reserves the right to accept or reject any and all bids, waive technicalities and select a bid that meets the specifications required by the District.

Bids shall be submitted in a sealed envelope marked "Bid Proposal – Electrical Repair and Maintenance Services.”

Bids must be received on or before 9:30 a.m., Wednesday, March 30, 2016, in the Administrative Office at the District’s Family Recreation Center, 1450 Forest Gate Road, Oak Brook, IL 60523, and will be publicly opened and read aloud at that time.

All bidders must comply with applicable Illinois law requiring the payment of prevailing wages to all laborers, workers and mechanics, as determined by the Illinois Department of Labor. All bidders must comply with the Illinois statutory requirements regarding labor, including equal employment opportunity laws.

The District encourages women and minority business firms to submit bids and encourages bidders to utilized minority businesses for supplies, equipment and services.

Laure Kosey, Executive Director
Oak Brook Park District

**INSTRUCTIONS TO BIDDERS
OAK BROOK PARK DISTRICT
ELECTRICAL REPAIR AND MAINTENANCE SERVICES**

A. BID DOCUMENTS

1. Documents for bidding will be available for examination and will be obtainable from the Oak Brook Park District, 1450 Forest Gate Road, Oak Brook, IL 60523 (the "District").
2. **A mandatory pre-bid meeting will be held on Wednesday, March 23, 2016 at 9:30 a.m., with Park District Representatives, at the Administrative Office at the District's Family Recreation Center, 1450 Forest Gate Road, Oak Brook, IL.**

B. BID PROPOSAL FORM

1. Each bid shall be made on the "Bid Proposal Form" furnished by the District.
2. All applicable blank spaces on the "Bid Proposal Form" shall be fully completed, including the List of Subcontractors and the Bidder's Reference List, and all amounts shall be in words as well as in figures where applicable.
3. The bid shall bear the legal name of the business organization. The signatures shall be in longhand and executed by a duly authorized official of the bidder's organization and the name of the official and his title shall be typed below the signature.
4. Erasures, interlineations, corrections, or other changes on the "Bid Proposal Form" shall be explained or noted over the signature of the bidder. No bid submitted with deviations or reservations from the full contract called for will be considered.
5. The bids shall be sealed in an envelope, marked and addressed as follows:

Bid Proposal – Electrical Repair and Maintenance Services
Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523

6. Bid documents shall be delivered or mailed in time for delivery to the foregoing address no later than 9:30 A.M., Wednesday, March 30, 2016. Oral bids or oral modifications to bids will not be considered.
7. No bid can be withdrawn prior to the opening of the bids unless a written request for any such withdrawal, showing good cause for said withdrawal, is first delivered to the District at the foregoing address prior to commencement of the opening of bids. No bidder may withdraw a bid after opening of the bids.

8. Bids will be publicly opened on the due date.

C. MODIFICATION OF BIDS

Any bidder may modify his bid by written notice (signed by the bidder) at any time prior to the scheduled closing time for receipt of bids, provided that such written notice is received by the District prior to the closing time. Modifications of bid submittals by telefax will not be permitted.

D. CONTRACT DOCUMENTS

The Contract Documents shall be as follows:

1. Addenda, if any (none unless indicated here)_____
2. Instructions to Bidders
3. Contractor's Bid Proposal
4. General Conditions
5. The Form of Agreement
6. Certificate of Compliance (720 ILCS 5/33E-1, *et seq.* and 65 ILCS 5/11-42.1-1), Certificate of Compliance Drug Free Workplace Act, Prevailing Wage Affidavit, Substance Abuse Prevention Certificate
7. Specifications for the Electrical Repair and Maintenance Services.

If there are any inconsistencies in the Contract Documents that are not clarified by an Addendum, the better quality or greater quantity shall be provided in accordance with the interpretation of the District's representative.

All bidders shall carefully review the Contract Documents, and all bids submitted shall take the requirements of the Contract Documents into account.

E. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

All bidders submitting bids for providing the Work shall first examine the Contract Documents referred to in said bid proposal form, visit the site, and fully inform themselves as to all existing conditions and limitations. All bids shall take into consideration such conditions as may affect the Work under the Contract.

It is understood that omissions from the bid due to the failure of the bidder to fully acquaint itself with conditions at the site and the requirements of the documents will not entitle the bidder to additional compensation if awarded the Contract.

F. DISCREPANCIES - ADDENDA

1. Should a bidder find, during the examination of the Contract Documents, any discrepancies, omissions, ambiguities, or conflicts in or among the Contract Documents, or should bidder be in doubt as to their meaning, bidder shall at once

bring the questions to the attention of the District for answer and interpretation. The District will review the question and, where information sought is incorrectly shown or not clearly shown on the Specifications, the District may issue an addendum to all bidders in which the interpretation will be made.

2. Any requests shall be made in writing, and will be responded to in writing and issued as an addendum to all bidders.
3. All addenda to bidders are to be incorporated in the bids and will become a part of the Contract Documents. No oral interpretation by the District or its representative will be binding; only instructions in writing will be deemed valid. To receive consideration, requests for interpretation must be made no later than two working days prior to the date set for receipt of bids.
4. Each bidder receiving a bid must acknowledge receipt of any and every addendum received.

G. BID SECURITY

1. Each bid should be accompanied by cash, certified check, cashier's check (said checks being made payable to the District) or a satisfactory bid bond, in an amount equal to ten percent (10%) of the amount of bid as a bid guarantee. For purposes of calculating the amount of the Bid Security, Bidders shall multiply their hourly rate times 70 hours. This calculated dollar amount does not represent a guarantee or commitment by the District to provide work in this amount, but is solely for administrative convenience to calculate the Bid Security.
2. Upon failure of the bidder to enter into the Contract or to deliver other required documents within ten (10) days after receiving notice of acceptance of the bid by the District and having said Contract tendered to the bidder by the District, the proceeds of the bid guaranty, in the District's sole discretion, may be retained by the District and applied as partial liquidated damages; provided that the District's retention of the bid guarantee shall not preclude the District from holding the bidder fully liable for any and all damages which are in excess of said partial liquidated damages, and which shall otherwise be incurred by the District, including reasonable attorneys' fees, arising from the bidder's failure to enter into said Contract and to deliver the same back to the District within said ten (10) day period.
3. The bid security shall be returned promptly after the District and the successful bidder have executed the Contract, or, if no award has been made within thirty (30) days after the date of opening of bids, upon demand of the bidder at any time thereafter, so long as bidder has not been notified of acceptance of his bid.

H. BONDS

1. Performance Bond

- a) The successful bidder must, at bidder's expense only, furnish a performance and labor and material payment bond in the amount of the Contract and in accordance with the provisions of "An Act in relation to bonds of contractors entering into contracts for public construction" (30 ILCS 550/1), with good and sufficient sureties approved by the District, to secure the faithful performance of the Contract and the payment of all obligations thereunder. Such bond shall provide, among other conditions, for completion of the Contract and for the payment of material and labor used in providing the Work, whether by subcontractor or otherwise. Said Act provides that such bond will be deemed to contain certain stated provisions as outlined in said Act. The bonds required hereunder shall be delivered to the District not later than three (3) days following the date the Contract is awarded by the District and executed by the Contractor. The successful bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.
- b) The successful bidder shall also set forth in said performance bond such provisions as will guarantee the faithful performance of the prevailing wage clause as required by the 820 ILCS 130/4.

THE SUCCESSFUL BIDDER MUST SUBMIT THE BOND RATING OF THE SURETY FOR THE CURRENT YEAR TO THE DISTRICT FOR APPROVAL. THE RATING SHALL BE A MINIMUM OF A-VII BY A.M. BEST, AND THE SURETY SHALL BE LICENSED TO DO BUSINESS IN THE STATE OF ILLINOIS. THE DISTRICT RESERVES THE RIGHT TO REQUEST SUBSTITUTE SURETY, DISMISS THE SUCCESSFUL BIDDER, OR WAIVE REQUIREMENTS HEREIN IN THE DISTRICT'S BEST INTERESTS.

2. Maintenance Bond and/or Letter of Credit

In addition to the required performance and labor and material payment bonds, the successful bidder shall furnish a maintenance bond and/or irrevocable letter of credit in the amount of the Contract to guarantee the Work performed under the Contract against defective workmanship and/or defective materials of any nature for a period of not less than twelve (12) months from the date of acceptance of the Work, materials or equipment provided. The maintenance bond shall be in a form acceptable to District. A letter of credit furnished in lieu of maintenance bond shall be in a form designated by the District's attorneys. The District reserves the right to waive the maintenance bond in its own interests.

I. SUCCESSFUL BIDDER'S INSURANCE and HOLD HARMLESS

BIDDER'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT THE BIDDER CONFER WITH ITS INSURANCE CARRIER REGARDING THESE REQUIREMENTS. FAILURE TO MEET THESE REQUIREMENTS IS CAUSE FOR CANCELLATION OF THE CONTRACT.

1. The successful bidder shall obtain insurance of the types and in the amounts listed below.

a. Commercial General and Umbrella Liability Insurance

The successful bidder shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The District shall be included as an additional named insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District. Any insurance or self-insurance maintained by the District shall be deemed excess of such bidder's insurance and shall not contribute with it.

b. Business Auto and Umbrella Liability Insurance

The successful bidder shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

c. Workers Compensation Insurance

The successful bidder shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Such bidder waives all rights against District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to such bidder's activities.

d. General Insurance Provisions

i. Evidence of Insurance: The successful bidder shall furnish the District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to the District prior to the cancellation or material change of any insurance referred to therein. Written notice to the District shall be by certified mail, return receipt requested.

Failure of the District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements, or failure of the District to identify a coverage deficiency from evidence that is provided, shall not be construed as a waiver of such bidder's obligation to maintain such insurance.

The District shall have the right, but not the obligation, of prohibiting such bidder from entering the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District.

Failure to maintain the required insurance may result in termination of the Contract entered by the parties at the District's option.

Such bidder shall provide certified copies of all insurance policies required above within 10 days of the District's written request for said copies.

ii. Acceptability of Insurers: All insurance companies shall maintain a rating no less than A-VII from A.M. Best, based on the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A-VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

iii. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to the District. At the option of the District, the successful bidder may be asked to eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, volunteers and agents, or such bidder may be required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claims administration and defense expenses.

2. To the fullest extent permitted by law, the successful bidder shall indemnify, hold harmless, protect and defend the District, its officers, employees and agents, from and against any and all liability, claims, damages, losses, suits, demands, proceedings and actions, including attorneys' fees, costs and expenses of defense, which may arise from, grow out of, result from or be related directly or indirectly to any loss, damage, injury, death or damage to property resulting from the performance of the Work by the successful bidder or any subcontractor under the Contract, or from any negligent or willful acts, errors or omissions in the performance of the Work of the successful bidder or any subcontractor hereunder, or from any breach of the successful bidder's obligations or any material default by the successful bidder under the Contract.

Nothing contained herein shall be construed as prohibiting the District, its officers, employees or agents from defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings or actions brought against them. The District's participation in its defense shall not remove the successful bidder's duty to indemnify, defend and hold the District harmless as set forth herein.

The indemnification required hereunder shall not be limited by reason of the enumeration of insurance coverage herein provided.

The successful bidder's indemnification of the District shall survive the termination or expiration of the Contract.

J. QUALIFICATIONS OF BIDDER

1. The District may make such investigation as it deems necessary to determine the ability of the bidder to perform the work.
2. The bidders must adhere to the bid criteria as specified.
3. The District reserves the right to require of any bidder such information as stated above and necessary to verify the bidder's qualifications and financial status and to withhold formal signing of the Contract until such information is received.

4. The successful bidder shall also comply with the equal employment opportunity agreement as set forth in the "General Conditions".

K. SUCCESSFUL BIDDER'S CERTIFICATIONS

1. Each bidder must certify on the attached form that 1) it is not barred from bidding on this public contract as a result of violations of Sections 33E-3 or 33E-4 of the Criminal Code of 1961, as amended, 720 ILCS E-3 or 5/33E-4. (Bid rigging or bid rotation); and 2) no delinquent taxes are outstanding or otherwise due to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1, and must attach such form to the "Bid Proposal".
2. The successful bidder shall certify on the enclosed form that it provides for a Drug Free Workplace, in accordance with 30 ILCS 580/1, *et seq.*, and attach such form to the "Bid Proposal".
3. The successful bidder shall certify on the enclosed form that it provides a written program for prevention of substance abuse among employees and testing of employees for substance abuse, in accordance with 820 ILCS 265/1, *et seq.*, and attach such form to the "Bid Proposal".

L. FEDERAL / ILLINOIS STATUTES AND LAWS

The successful bidder will be required to comply with all laws, including those relating to the employment of labor and the payment of the general prevailing rate of hourly wages in the locality in which the Work is to be performed for each craft or type of worker or mechanic needed to execute the Contract or perform the Work, and the record keeping requirements of the Prevailing Wage Act (820 ILCS 130/0.01). The general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor for DuPage County, Illinois, shall be paid for each craft or type of worker needed to execute the Contract or to perform the Work.

Wage rates shall be paid in accordance with the wage rate list attached hereto and made part of the Contract. Should such wage rates be revised by the Illinois Department of Labor, the successful bidder shall pay such revised rates to all laborers, workers and mechanics for each craft or type of worker or mechanic needed to perform the Work under the Contract. The District shall have no obligation to notify the successful bidder of any such revisions.

The successful bidder shall certify its compliance with the above on the enclosed Prevailing Wage Affidavit, and attach such form to the "Bid Proposal".

The successful bidder shall also comply with the equal employment opportunity agreement as set forth in the "General Conditions".

M. DISTRICT'S RIGHTS

The District at all times reserves the right to reject any and all bids submitted thereunder, to accept any bid or combination of bids, to accept only parts of bids as it deems appropriate in the best interest of the District, and to waive minor deviations for the Contract Documents.

N. APPROVED EQUALS

Materials, equipment, products and accessories for the base bid shall conform to ALL items specified herein. Bids submitted with "or approved equal" will not be accepted unless the bidder desiring to submit for an "approved equal" has notified the District and supplied specifications and shop drawings a minimum of 72 hours prior to the closing of bids. The District and/or its representative shall make a determination if any and/or all proposed "approved equals" meet the requirements of the project. The District shall then issue an addendum to all registered bidders no later than 48 hours prior to the opening of bids. Bids submitted without pre-qualified "approved equals" will not be considered.

O. PAGES COMPLETED PRIOR TO OR AT THE TIME OF THE EXECUTION OF THE AGREEMENT BETWEEN THE DISTRICT AND THE CONTRACTOR

The successful bidder shall complete and provide to the District, by the time of the execution of the Agreement Between the District and the Contractor, the following pages in order for the Contract to be considered valid by the District: a performance bond, a labor and materials payment bond and a certificate of insurance in compliance with Paragraphs H and I, and all certificates and affidavits required in Paragraphs K and L of these Instructions to Bidders.

P. TERM OF CONTRACT

The term of the contract shall commence upon execution of an agreement by both parties, and shall end on April 30, 2017. The contract may be extended for one (1) additional year if such extension is desired by the District and the successful bidder; provided that such a renewal shall be subject to a prior appropriation by the District's Board of Park Commissioners. In the event the District or the successful bidder are unable to extend the term of the contract under the same terms and conditions, either party may terminate the contract by written notice to the other party at least thirty (30) days prior to the expiration of the term, in which case the contract the contract will terminate at midnight at the end of its current term.

Q. AWARD OF CONTRACT

1. It is the intent of the District to award one general contract for the work described in the Contract Documents, and the anticipated date of award, if any, is Monday, April 18, 2016.

2. The Contract will be awarded by the District on a lump sum basis, based on the hourly rates indicated for individual portions of the work to be performed. The District anticipates award of the Contract, if at all, no more than thirty (30) days after the opening of bids.
3. Upon acceptance of a bid by the District and notification by the District of such acceptance, the successful bidder agrees to execute and deliver back to the District the Agreement form and all other required documents, within ten (10) days after receipt of such notification.
4. The District, at all times, reserves the right to reject any and all bids submitted, or to waive irregularities in the bidding.
5. After award of the Contract, and prior to execution by the successful bidder, the Contract may be revised in accordance with the agreement of the parties and applicable law.

GENERAL CONDITIONS
OAK BROOK PARK DISTRICT
ELECTRICAL REPAIR AND MAINTENANCE SERVICES

The following General Conditions shall apply to Electrical Repair and Maintenance Services (the "Services") for the Oak Brook Park District.

ALL CONTRACTORS AND SUBCONTRACTORS SHALL ABIDE BY THESE GENERAL CONDITIONS.

1. DEFINITION OF TERMS

The following terms or pronouns in place of them shall have the respective meaning in this Contract:

- A. Owner: Refers and means the Oak Brook Park District, which shall, through its designated representative, provide all administration of the Contract herein described.
- B. Contractor: Refers to and means the individual, corporation, partnership or other person or organization who or which has executed this Contract with the Owner to perform the Services pursuant to this Contract.
- C. Subcontractors: Refers to and means a person, firm or corporation, other than the Contractor, supplying labor and materials or labor for the provision of Services at the sites under a direct Contract with the Contractor.
- D. Contract Documents: Refers to and includes Instructions to Bidders, Bid Proposal Form, these General Conditions, Specifications for Electrical Repair and Maintenance Services, all authorized Addenda, Agreement Between Owner and Contractor, Certificate of Compliance (720 ILCS 5/33E-1, *et seq.* and 65 ILCS 5/11-42.1-1), Certificate of Compliance Drug Free Workplace Act, Prevailing Wage Affidavit, Substance Abuse Prevention Certificate, all as issued by the Owner.
- E. Bidder: Any individual, firm or corporation submitting a proposal for the Services contemplated, acting directly or through a duly authorized representative.
- F. Corporation: With respect to the execution of performance of the Contract, a corporate body authorized or licensed to do business in the state in which the sites are located.
- G. Bid Proposal: The written offer of the bidder to perform the Services proposed, presented upon the Bid Proposal Form.
- H. Bid Security: The security designated in the Instructions to Bidders, and the Bid Proposal Form, to be furnished by the bidder as a guarantee of good faith to enter into the Contract for the Services contemplated, if it is awarded to such bidder.

- I. Contract Bond: The form of security approved by the Owner, as provided in the Instructions to Bidders and furnished by the Contractor and its Surety as a guarantee of good faith and ability on the part of the Contractor to perform the Services in accordance with the terms of the Contract. **CONTRACTOR MUST SUBMIT THE BEST'S BOND RATING FOR THE CURRENT YEAR TO THE OWNER FOR APPROVAL.**
- J. Surety: The corporate body, approved by the Owner, bound with and for the Contractor to insure its acceptable performance of the Contract and for its payment of all obligations pertaining to the Services to be performed.
- K. Award: The decision of the Owner to accept the Bid Proposal of a responsible Bidder for the Services to be performed, subject to the execution and approval of the Contract and Contract Bond to secure the performance thereof, and to such other conditions as may be specified or otherwise required by law.
- L. Or Equal: When used in the Specifications in reference to a material, product or procedure shall mean a substitute that meets the exact Specifications of those items so stated, that must be approved by the Owner before bids are submitted.
- M. Shop Drawings: All drawings, diagrams, schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor or any Subcontractor, manufacturer, supplier, or distributor to illustrate materials or equipment to be repaired, maintained or installed at the sites.
- N. Specifications: All official specifications for Electrical Repair and Maintenance Services, as provided by the Owner, and pertaining to the Services to be performed under the Contract.
- O. Maintenance Bond: The form of security approved by the Owner and furnished by the Contractor and its Surety as a guarantee of the proper performance of the Services and the quality of the materials and equipment provided by/or on behalf of the Contractor in the performance of the Services under the Contract. This Bond is over and above the required Performance Bond.
- P. "Shall": is mandatory and not permissive.
- Q. "May": is permissive and not mandatory.
- R. "Services": The work and services contemplated by the Specifications and any modifications thereto.
- S. "Approved": Includes such concepts as "proper", "as directed", and "satisfactory", and contemplates action by the Owner or its representative to indicate such approval.

2. **EXAMINATION OF CONTRACT DOCUMENTS AND THE SITES FOR THE PROPOSED SERVICES**

The Contractor shall carefully examine the Contract Documents and the sites for the proposed Services. Failure of any Contractor or Subcontractor, if any, to read and familiarize itself with the provisions governing the Services to be performed will not release such Contractor or Subcontractor, if any, of any of the requirements set forth herein. The Contractor shall inspect the sites at which the proposed Services are to be performed and familiarize itself with all the conditions affecting the Contract and detailed requirements for such Services. If the Contractor's bid is accepted, the Contractor will be responsible for all errors in its proposal resulting from its failure or neglect to comply with these instructions. The Owner will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

The Contract Documents are intended to include all matters necessary to properly perform the Services. If through inadvertence or otherwise, the Contract Documents fail to require any matters necessary to properly perform the Services, the Contractor shall, nevertheless, be required to perform such Services. Specifications are intended to be consistent with one another and with other portions of the Contract Documents. Services called for by the Specifications shall be performed in a faithful and thorough manner.

3. **AUTHORITY OF OWNER**

All Services shall be performed under the supervision of the Owner, and to its satisfaction. The Owner shall decide all questions which arise as to the quality and acceptability of materials or equipment furnished, Services performed, manner of performance, interpretation of the Specifications, acceptable fulfillment of the Contract, compensation, disputes and mutual rights between the Contractor and any Subcontractors under the Contract Documents. The Owner shall determine the amount and quality of Services performed and materials and equipment furnished, and the Owner's decision shall be final.

If the Contractor fails to correct work, materials or equipment which are not in accordance with the requirements of the Contract Documents or persistently fails to perform the Services in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop performing the Services, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to order the Contractor to stop performing the Services shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

In case of failure on the part of the Contractor to perform Services ordered by the Owner, the Owner may, at the expiration of a period of forty eight (48) hours after giving notice in writing to the Contractor, proceed to arrange for the provision of such Services as may be deemed necessary and the cost thereof shall be deducted from compensation due or which may become due the Contractor under the Contract.

4. PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions of this Contract or in exercising any power or authority granted to it thereby, there shall be no personal liability upon the Owner, its officers, officials, employees, volunteers, and agents.

5. MATERIALS AND EQUIPMENT

It is the intent of the Specifications that new, first class materials and/or equipment shall be used in performing the Services, and that they shall be incorporated in such a manner as to produce completed repair and maintenance which is workmanlike and acceptable in every detail. Only materials and/or equipment which conform to the requirements of the Specifications shall be used in performing the Services.

The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of all materials and equipment.

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, tools, equipment, transportation and other facilities necessary to perform the Services.

The Contractor shall furnish, for the Owner's approval, the names of the manufacturers of all equipment and fixtures, together with catalog cuts, descriptive literature, rated capacities and other necessary information before purchasing any such equipment. The Services performed shall be in accordance with approved equipment data.

Complete operating and maintenance instructions, and parts lists for all equipment shall be furnished to the Owner before final payment if required by the Specifications or if requested by the Owner.

All equipment data shall be properly identified with name and location of the sites, name of Contractor, Subcontractor, if any, and Owner, and date. A letter of transmittal shall contain similar information.

6. INSPECTION OF SERVICES AND MATERIALS

The Owner shall have free access to inspect the Services performed and any materials and equipment provided under the Contract at all times and shall be entitled to receive all necessary information from the Contractor. The Contractor shall provide proper and safe facilities for such access and for inspection. If any work, materials or equipment is covered up without approval or consent of the Owner, it must be uncovered for examination, if so required, at the Contractor's expense.

All materials and equipment furnished under this Contract shall be subjected at all times during manufacture, fabrication or erection to such inspection and tests requested by the Owner as will give due assurance that the terms of the Specifications are being complied with in all respects. Such inspection and tests may be performed at the points of manufacture or fabrication, or in the field, as are herein specified therefor or as otherwise designated by the Owner. Where inspections or tests are to be made at the point of manufacture or fabrication, the Contractor in all cases shall give ample notice to the Owner to permit such inspection and tests to be performed before shipment is made.

The Owner shall have full power to reject any and all material or equipment which fails to meet the terms of the Specifications and such material or equipment shall be removed promptly from the sites. All material or equipment which develops defects during the life of the Contract which includes guarantee periods, either before or after erection, shall be removed notwithstanding that it may have passed the prescribed inspection and tests. Proper material shall be installed in lieu thereof at the Contractor's expense and replaced with acceptable materials or equipment meeting the said Specifications. Upon failure of the Contractor to comply with any order of the Owner pursuant to the provisions of this article, the Owner shall have authority to remove and replace defective materials and/or equipment and to deduct the cost of the removal and replacement from the monies due or to become due the Contractor.

7. SCHEDULE OF SERVICES.

The Contractor shall perform the Services pursuant to the Schedule of Services established in the Specifications.

8. SPECIFICATIONS

The Specifications provide such details as are necessary to give a comprehensive idea of the Services to be performed and the materials and equipment to be provided. All Services, materials and equipment shall conform to the Specifications with the exception of such deviations as may be authorized by the Owner.

9. COORDINATION OF CONTRACT DOCUMENTS

The Contract Documents are intended to describe the Services required by the Owner, and each document is an essential part of the Contract.

Conditions of permit requirements shall govern over all other documents; provided that their requirements exceed the requirements of said other documents. The Contractor shall make known to the Owner any apparent error or omission in the Contract Documents, and the Owner shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the Contract Documents.

Wherever conflicts occur between these General Conditions and other Contract Documents, these General Conditions shall take precedence over such other Contract Documents and shall be used in conjunction with them.

The Specifications are intended to indicate the type and quality of materials and, equipment to be provided and Services to be performed, and any items required by the Specifications shall be supplied.

In the event of conflict in the Specifications, the Owner or its representative shall decide the intent of the documents. Wherever there may be a divergence in the Specifications as to materials and equipment, or any inconsistency between the Contract Documents and applicable standards, codes or ordinances, it shall be assumed that the material or equipment to be furnished shall be of the higher quality or greater quantity, or shall comply with the more stringent requirements unless otherwise ordered by the Owner.

The Specifications shall be the guide as to the kind of materials to be used. The particular grade or quality of the materials of the several kinds shall be as hereinafter specified.

10. SHOP DRAWINGS AND SAMPLES

The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Services, any Shop Drawings, product data and samples required by the Contract Documents.

By approving and submitting Shop Drawings, product data and samples, the Contractor represents that it has determined and verified all materials and criteria related thereto or will do so, and that it has checked and coordinated the information contained within such submittals with the requirements of the Contract Documents.

The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, product data or samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, product data or samples by the Owner's approval thereof.

Shop Drawings and samples shall be properly identified with name and location of the sites, name of Contractor, name of the Owner, and date. Any letter of transmittal shall contain similar information.

Samples shall be submitted in ample time before the materials or equipment are installed to allow for possible rejection and resubmission. Any materials installed prior to the Owner's approval of Shop Drawings and samples shall be subject to rejection by the Owner.

11. COOPERATION BETWEEN CONTRACTOR AND ANY SUBCONTRACTORS

The Contractor and any Subcontractors involved shall assume liability, financial or otherwise, in connection with its Contract, and shall protect and save harmless the Owner or his representatives from any and all damages or claims that may arise because of inconvenience, delay or loss experienced because of the presence and operations of other Subcontractors, if any, who may be working within the same area of any site. The Contractor and any Subcontractors shall assume all responsibility for all Services not completed or accepted because of the presence and operations of the other Subcontractors.

The Contractor and any Subcontractors shall as far as possible arrange the provision of their Services, materials or equipment, and shall place and dispose of all materials or equipment being used, so as not to interfere with the cooperation of any other Subcontractors within the same area of a site.

12. SUBCONTRACTORS

A list of anticipated Subcontractors, if any, including their firm names, addresses and telephone numbers shall be furnished to the Owner. All Subcontractors to be used shall be approved by the Owner in writing. If the Contractor sublets any part of the Services to be performed under this Contract, the Contractor shall not under any circumstances be relieved of his liabilities and obligations. Any Subcontractor will be recognized only in the capacity of an employee of the Contractor.

13. USE OF THE SITES

The Contractor shall confine all equipment, the storage of materials and the operations of its workers, to limits indicated by law, ordinances, permits, or directions of the Owner and shall not unreasonably encumber the sites with such materials. The sites shall not be utilized for the storage of vehicles, materials, equipment, or fixtures not intended for the Services to be performed.

4. COOPERATION WITH UTILITIES

The Contractor shall notify all utility companies, public and private, in advance of commencing performance of the Services. The responsibility for moving water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cable ways, signals and all other utility appurtenances which are within the limits of the sites for the Services will be assumed by the Contractor, at no additional compensation.

The Contractor shall verify the location of all utilities prior to the start of performance of the Services and shall be responsible for the preservation of existing utility installation and the cost

of providing precautionary supports, braces, etc. to insure against damage to said utility installation.

The cost to repair and replace any new or existing utilities damaged will be paid for by the Contractor.

It is understood and agreed that the Contractor has considered in its bid all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for delays, inconvenience, or damage sustained by the Contractor, due to any interference from the said utility appurtenances or the operation of moving them either by the utility company or by the Contractor, or on account of any special methods required in performing the Services due to the existence of said appurtenances whether in their present or relocated positions.

15. SUPERINTENDENCE, CONTROL AND MANAGEMENT

The Contractor shall keep a superintendent fluent in English on the job at all times who shall have the knowledge and control of all Services to be performed under this Contract. The Contractor shall have direct control and management of all repair and maintenance operations, and shall be responsible to the Owner for the satisfactory overall performance of any suppliers and Subcontractors, in order that all provision of Services is properly coordinated and supervised.

16. CHARACTER OF WORKERS

The Contractor shall employ only competent and efficient laborers or mechanics, and whenever in the opinion of the Owner, an employee is careless, incompetent, obstructs the performance of the Services, acts contrary to instructions, or engages in improper conduct, the Contractor shall upon request of the Owner, discharge or otherwise remove such employee from the sites and shall not reinstate such employee, except with the written consent of the Owner.

17. PERMITS AND LICENSES

The Contractor shall secure all required approvals from the Owner prior to the Contractor's permit application, Thereafter, the Contractor shall procure all permits, licenses, bonds, pay all required charges, taxes and fees, and give all notices necessary and incidental to the due and lawful performance of the Services. All costs involved shall be considered incidental to the Contract. In general, permit fees of the Village of Oak Brook are waived for the Owner. The Contractor and its Subcontractors shall be responsible for scheduling the required inspections for their respective Services.

18. ABANDONMENT OR NEGLIGENCE

Should the Contractor abandon or neglect the performance of the Services, or if the Owner at any time is convinced that the conditions of the Contract are being willfully violated, executed carelessly, or in bad faith, the Owner shall notify the Contractor in writing, and if such

notification shall be without effect within twenty-four (24) hours after the delivery thereof, then, and in that case, the Contractor shall discontinue the performance of any Services under the Contract and the Owner shall have full authority to make arrangements for the completion of the Contract at the expense of the Contractor.

19. PROTECTION OF PROPERTY -SAFETY RESPONSIBILITY

The Contractor shall protect all existing property and improvements within the sites and those adjacent to the Owner's property in a manner agreed upon between the Owner and Contractor. The Contractor shall be responsible for the repair cost of any damage created by its operations or those of any Subcontractors.

Contractor shall comply with State and Federal regulations as outlined in the latest revision of the Federal Construction Safety Standards (Series 1926) and with applicable provisions and regulations of Occupation Safety and Health Administration (OSHA), Standards of the William-Steiger Occupational Health and Safety Act of 1970 (revised). The Contractor and Owner shall each be responsible for their respective agents and employees.

The Contractor shall be obligated to indemnify, hold harmless and protect the Owner, its officers, employees and agents, from any actions or suits instituted as a direct or indirect result of any injury or damage consequent upon any failure to use or misuse by the Contractor, its agents and employees and any Subcontractor, its agents and employees, of any ladder, support or other mechanical contrivance erected or constructed by any person or any or all kinds of equipment whether or not Owner or furnished by the Owner.

20. WASTE MATERIAL AND CLEAN-UP

At the completion of any Services performed, the Contractor shall remove all rubbish, tools, and surplus materials from the sites and adjoining premises, leaving the area in a neat and workmanlike condition, and shall repair or replace any damaged property. No additional compensation will be allowed for this work and any cost involved shall be considered incidental to the Contract. In case of dispute, the Owner may remove the rubbish or repair the damage and charge the cost to the Contractor.

21. FINAL CLEAN-UP

Before final acceptance of the Services to be performed under the Contract, the Contractor shall restore the job sites to their original condition or better, and shall repair or replace all private and public property damaged, moved, or otherwise displaced in the course of the repair or maintenance. No additional compensation will be allowed for this work and any cost involved shall be considered incidental to the Contract.

22. OWNER'S RIGHT TO CLEAN-UP

If a dispute arises between the Contractor and any Subcontractors as to their responsibility for cleaning up as required, the Owner may clean up and charge the cost thereof to the Contractor.

23. INSPECTIONS

The Owner shall have the right to inspect the Services, materials and equipment following completion of any Services performed, or any portion thereof, as soon as practicable after notification by the Contractor that the Services are completed. If the work, materials or equipment are not acceptable to the Owner at the time of such inspection, the Owner shall inform the Contractor as to the particular defects to be remedied.

24. LAW TO BE OBSERVED

The Contractor shall give all notices and at all times observe and comply with all federal and state laws, local laws, ordinances and regulations which in any manner affect the performance of the Services, and all such orders or decrees as exist at the present and which may be enacted later, by legislative bodies or tribunals having legal jurisdiction or authority over the Services, and no plea of misunderstanding or ignorance thereof will be considered.

If the Contractor observes that the Specifications are at variance therewith, it shall promptly notify the Owner or its representative in writing and any necessary changes shall be adjusted as provided in the Contract for changes in the Services to be performed. If the Contractor performs any Services knowing them to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, the Contractor shall bear all costs arising therefrom.

25. CLAIMS AND DISPUTES

- A. Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.
- B. Time Limits on Claims. Claims by either party must be initiated within seven (7) days after occurrence of the event giving rise to such Claim or within seven (7) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.
- C. Continuing Contract Performance. Pending final resolution of a Claim the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.
- D. Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice of the need for a change order shall be given to the Owner or its representative before proceeding to perform the Services at issue. Prior notice is not required for Claims relating to an emergency endangering life or property.

- E. Claims for Additional Time: If the Contractor wishes to make Claim for an increase in the Contract Time, written notice shall be given to the Owner of the need for a change order. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Services. In the case of a continuing delay only one Claim is necessary.
- F. Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.
- G. The decision of the Owner or its representative as to any Claims made in writing and shall be final.

26. CHANGE ORDERS

The Owner, without invalidating the Contract, may order changes in the Services within the general scope of the Contract, consisting of additions, deletions, or alterations to the Specifications, or other revisions; the Contract Sum being adjusted accordingly.

All such changes in the Services shall be authorized by a written change order and shall be performed under the applicable conditions of the Contract Documents.

The performance of Services which may result from any changes as specified shall not be started until receipt of a written authorization or order from the Owner, which authorization shall state the Services to be performed and the method of payment therefor. The Owner shall have no obligation to compensate the Contractor for Services performed without such written change order.

27. COST OR CREDIT

The cost or credit to the Owner resulting from a change in the Services to be performed shall be determined in one or more of the following ways.

- A. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
- B. By unit prices stated in the Contract Documents or subsequently agreed upon.
- C. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.
- D. By calculation of the Owner in accordance with prevailing wages.

28. PAYMENT

- A. The Contractor shall be paid for regular Services performed on a monthly basis.
- B. The Contractor shall be paid for additional Services within thirty (30) days after the Owner receives an invoice for such Services.
- C. Payments Withheld: The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole, or a part of any payment to such extent as may be necessary in its opinion to protect the Owner from loss on account of:
 - 1. Defective work, materials or equipment not remedied or replaced.
 - 2. Claims filed or reasonable evidence indicating probable filing of claims.
 - 3. Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
 - 4. Damage to any materials or equipment repaired, maintained or installed.
 - 5. Failure to provide partial or final waivers of lien or other acceptable evidence of payment of all current accounts incurred by the Contractor for equipment or materials provided
 - 6. Failure to provide payroll records as required under the Prevailing Wage Act.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

- D. Substantiating Data: The Contractor warrants that title to all materials and equipment will pass to the Owner either by incorporation into existing equipment or upon the receipt of payment therefor by the Contractor, free and clear of all liens, claims, security interests or encumbrances, and that no materials or equipment will be acquired by the Contractor, or by any other person performing Services or furnishing materials and equipment, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.
- E. Invoice Submittal: All invoices shall be submitted in duplicate, made out to the Owner and sent for consideration and approval before the last day of the month, with authorized payment to be made by the Owner within thirty (30) days thereafter. With each invoice, the Contractor shall include waivers of lien from all parties concerned, and voucher tickets for verification of any bulk materials delivered to the sites.

29. LIENS

In the event a lien is filed which is attributable to Services performed or materials or equipment provided hereunder by the Contractor, any Subcontractor, or material supplier, which is not attributable to non-payment by the Owner, the Contractor, at its cost and expense, shall promptly proceed to have such lien released and removed within a reasonable period of time, whether by legal procedure, settlement, compromise, or otherwise.

30. CORRECTION OF WORK BEFORE FINAL PAYMENT

If any tests or inspections indicate that the materials and/or arrangements of same do not conform with the requirements of the Specifications, the Owner shall have the right to require the removal and replacement of any unsatisfactory work, materials or equipment or to require an adjustment in the Contract Sum to compensate the Owner for any differences between the specified Services as performed if the Services are acceptable to the Owner although not equal to that specified. The decision of the Owner or its representative on all such matters shall be final.

31. CORRECTION OF WORK AFTER FINAL PAYMENT

The final payment at the end of the term of the Contract shall not relieve the Contractor of the responsibility for the correction of any and all defects in the Services performed or the materials or equipment repaired, maintained or installed. The Contractor shall correct all defects upon notice from the Owner thereof for a period of twelve (12) months after final payment.

32. GUARANTEES

- A. The Services performed and the materials and equipment repaired, maintained or installed under this Contract shall be in compliance with the Contract Documents and must be guaranteed by the Contractor and the Surety for a period of twelve (12) months from end of the term of the Contract against defective workmanship and material of any nature. On all material or equipment incorporated, the Contractor and its Surety must guarantee that the type, quality, design and performance will fully meet the requirements of the Specifications.
- B. A Maintenance Bond or Irrevocable Letter of Credit (if required) meeting the requirements set forth in the Instructions to Bidders shall be furnished by the Contractor to guarantee the Services performed, and the materials and equipment repaired, maintained or provided under the Contract.
- C. The Contractor shall provide the Owner with manufacturer's warranties for all materials and equipment provided under the Contract.

33. DELAYS AND EXTENSIONS OF TIME

If the Contractor is delayed at any time in the performance of the Services by any act or neglect of the Owner or by any employee of Owner, or by changes ordered in the Services, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any causes beyond the Contractor's control, or by any other cause which the Owner determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

Any Claim for extension of time shall be made in writing to the Owner not more than ten (10) days after the commencement of the delay; otherwise, it shall be waived. In the case of a continuing delay, only one Claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Services.

34. OWNER'S RIGHT TO TERMINATE

The Owner may terminate the employment of the Contractor without prejudice to any other right and remedy upon notice to the Contractor that sufficient cause as outlined below exists to justify such action and after giving the Contractor and the Surety or sureties on the performance bond given by the Contractor, ten (10) days written notice.

The action may be taken for any of the following reasons:

- A. If the Contractor becomes insolvent or is adjudged bankrupt, if it makes a general assignment for the benefit creditors, or if a receiver is appointed on account of its solvency.
- B. If the Contractor persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials as specified.
- C. If the Contractor fails to make prompt payment of monies due for materials, workers or Subcontractors.
- D. If the Contractor persistently disregards instructions of the Owner, or violates laws and/or ordinances or regulations applicable to the Owner.
- E. If the Contractor be guilty of a substantial violation of the Contract Documents.

Upon termination of the Contract, the Owner can take possession of all materials or equipment thereon owned by the Contractor and may arrange for the performance of the Services by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment, except for payment for Services already performed.

The Contractor shall recover, as its sole remedy, payment for the Services properly performed in connection with the terminated Contract prior to the effective date of termination, and for

materials and equipment provided at the sites, and delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits.

If the unpaid balance of the Contract Sum exceeds the cost of performing the Services for the remainder of the Contract Term, including compensation for the Owner's additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or to the Owner, as the case may be, shall be certified by the Owner and the obligation for payment shall survive the termination of the Contract.

35. NO WAIVER OF LEGAL RIGHTS

The Owner shall not be precluded or stopped from showing the true amount and character of the Services performed, or that the Services, materials or equipment do not conform in fact to the Contract. The Owner shall not be precluded from recovering from the Contractor and its Sureties such damages as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract. Neither the acceptance by the Owner nor any representative of the Owner, nor any payment made to the Contractor, nor any possession taken by the Owner, shall operate as a waiver of any portion of the Contract or of any power herein reserved or any right to damage therein provided. A waiver of any breach of the Contract shall not be held to a waiver of any other or subsequent breach.

36. DISPUTES

No disputes arising hereunder shall be subject to arbitration. The Contractor shall recover, as its sole remedy, payment for Services properly performed in connection with the terminated Contract prior to the effective date of termination, and for materials or equipment properly ordered, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits.

37. EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, sexual orientation, ancestry, age, marital status, civil union or family status, physical or mental handicap, pregnancy, or unfavorable discharge from military service. The Contractor will take affirmative action to insure the applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin, religion, sex, sexual orientation, ancestry, age, marital status, civil union or family status, physical or mental handicap, pregnancy, or unfavorable discharge from military service. Such action will include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or

other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post, in conspicuous places accessible to employees and applicants for employment, notices to be provided by the local public agency setting forth the provisions of this non-discrimination clause.

- B. The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, sex, sexual orientation, ancestry, age, marital status, civil union or family status, physical or mental handicap, pregnancy, or unfavorable discharge from military service.
- C. The Contractor will cause the foregoing provisions to be inserted in all Subcontracts for any Services to be performed under this Contract so that such provisions will be binding upon each Subcontractor; provided that the foregoing provisions shall not apply to Contracts or Subcontracts for standard commercial supplies or raw materials.

38. DAMAGES CAUSED BY OWNER

If the Contractor suffers any injury or damage to person or property because of an act or omission of the Owner, the Owner's employees or agents, or another for whose acts the Owner is legally liable, any claim shall be made in writing in the form of a Request for Change Order within seven (7) days after such injury or damage is or should have been first observed. Any and all Claims not made within seven (7) days are barred, waived, released and discharged.

39. CONTRACTOR'S COMMITMENT TO SOUND BUSINESS PRACTICE

The Contractor accepts the relationship of trust and confidence established between it and the Owner by the Contract. The Contractor agrees to perform the Services set forth in the Contract in the best and soundest way and in the most expeditious and economical manner consistent with the interest of the Owner, and agrees to furnish efficient business administration and superintendence.

40. THIRD PARTIES

Nothing contained in the Contract Documents shall create a contractual relationship between the Owner and any third party; however, it is understood and agreed that the Owner is an intended third-party beneficiary of any and all Subcontracts and purchase orders and of the agreements between the Contractor and third parties. The Contractor shall incorporate the obligations of this Contract into any Subcontracts, supply agreements and purchase orders.

41. ASSIGNMENT

The Contractor shall not assign the Contract, or sublet or transfer any interest therein, without the written consent of the Owner, nor shall the Contractor assign any moneys due to or to become due hereunder, without the previous written consent of the Owner.

42. GOVERNING LAW AND JURISDICTION

This Contract shall be governed by the laws of the State of Illinois, and jurisdiction shall be appropriate only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

END OF SECTION

Bidder's Certifications

Certificate of Compliance

Prevailing Wage Affidavit

Certificate of Compliance Drug Free Work Place Act

Substance Abuse Prevention Certificate

CERTIFICATE OF COMPLIANCE
720 ILCS 5/33E-1 *et. seq.*, and 65 ILCS 5/11 -42.1-1
OAK BROOK PARK DISTRICT
ELECTRICAL REPAIR AND MAINTENANCE SERVICES

_____, the Contractor under a certain Contract dated _____, 2016 with the Oak Brook Park District for Electrical Repair and Maintenance Services, hereby certifies that said Contractor is not barred from bidding on the aforesaid Contract as a result of a violation of any applicable provision of 720 ILCS 5/33E-1, *et seq.* (bid-rigging, bid rotation), and that no delinquent taxes are outstanding or otherwise due to the Illinois Department of Revenue in accordance with 65 ILCS 5/11 -42.1-1.

CONTRACTOR:

By: _____

Title: _____

SUBSCRIBED AND SWORN TO
before me this ___ day _____, 2016.

NOTARY PUBLIC

**PREVAILING WAGE AFFIDAVIT
OAK BROOK PARK DISTRICT
ELECTRICAL REPAIR AND MAINTENANCE SERVICES**

I, _____(name of signatory), on oath hereby state and certify that _____ (name of Contractor), pursuant to a Contract dated _____, 2016, with the Oak Brook Park District for Electrical Repair and Maintenance Services, has complied and will comply with all laws, including those relating to the employment of labor, the payment of the current general prevailing rate of hourly wages for each craft or type of worker or mechanic needed to execute the Contract or perform such work, and also the current general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor for DuPage County, Illinois, and those prevailing rates are paid and shall be paid for each craft or type of worker or mechanic needed to execute the aforesaid Contract or to perform such work.. _____ (name of Contractor) has also complied and will comply with all record keeping requirements established in the Prevailing Wage Act (820 ILCS 130/0.01, *et seq*).

CONTRACTOR:

By:_____

Title: _____

SUBSCRIBED AND SWORN TO BEFORE
ME THIS ____ DAY OF _____, 2016

NOTARY PUBLIC

**CERTIFICATE OF COMPLIANCE
DRUG FREE WORKPLACE ACT
OAK BROOK PARK DISTRICT
ELECTRICAL REPAIR AND MAINTENANCE SERVICES**

_____, the Contractor under a certain Contract dated _____, 2016, with the Oak Brook Park District for Electrical Repair and Maintenance Services, hereby certifies that said Contractor shall, as a condition of the aforesaid Contract, provide a drug free workplace by:

- A. Publishing a statement:
 - 1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited at the Contractor's workplace or work site;
 - 2. Specifying the actions that will be taken against employees for violations of such prohibition.
 - 3. Notifying the employee that, as a condition of employment on such Contract, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

- B. Establishing a drug free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Contractor's policy of maintaining a drug free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug violations.

- C. Making it a requirement to give a copy of the statement required by subsection (A) to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace.

- D. Notifying the Oak Brook Park District within 10 days after receiving notice under part (b) of paragraph (3) of subsection (A) from an employee or otherwise receiving actual notice of such conviction.
- E. Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by an employee who is so convicted as required by paragraph (H) below.
- F. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- G. Making a good faith effort to continue to maintain a drug free workplace throughout implementation of the foregoing.
- H. Employee sanctions and remedies. The Contractor shall, within 30 days after receiving notice from an employee of a conviction of a violation of a criminal drug statute occurring in the workplace:
 - 1. Take appropriate personnel action against such employee up to and including termination; or
 - 2. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.

CONTRACTOR:

By: _____

Title: _____

SUBSCRIBED AND SWORN to
before me this ___ day of _____, 2016

NOTARY PUBLIC

SUBSTANCE ABUSE PREVENTION CERTIFICATE
(820 ILCS 265/1, et seq.)
OAK BROOK PARK DISTRICT
ELECTRICAL REPAIR AND MAINTENANCE SERVICES

I, _____(name of signatory), on oath hereby states and certifies that _____ (name of Contractor), pursuant to a Contract dated _____, 2016, with the Oak Brook Park District for Electrical Repair and Maintenance Services, has complied and will comply with all laws relating to provision of a written program for prevention of substance abuse among employees and testing of employees for substance abuse, as provided in 820 ILCS 265/1, et seq.

CONTRACTOR:

By:_____

Title: _____

SUBSCRIBED AND SWORN TO BEFORE
ME THIS ____ DAY OF _____, 2016

NOTARY PUBLIC

SPECIFICATIONS

SPECIFICATIONS

Electrical Repair and Maintenance Services

Oak Brook Park District (“District”) is seeking bids for the provision of “as-needed” electrical maintenance and repair services for the period of May 1, 2016 – April 30, 2017 with an option for a second year. The contract will be awarded to the lowest responsible and responsive bidder.

1. Facility Information:

The Oak Brook Park District has four facilities and several park sites to maintain:

- Family Recreation Center, 1450 Forest Gate Road, Oak Brook, IL 60523:
The Family Recreation Center houses an indoor/outdoor aquatic center, fitness center, exercise studios, locker rooms, restrooms, preschool class rooms, meeting rooms, Administration Office and other office space; employee break room and mechanical room with washer and dryer.
- Tennis Center, 1300 Forest Gate Road, Oak Brook, IL 60523
The Tennis Center has eight indoor tennis courts, racquetball courts, fitness room, locker rooms, restrooms, office space, storage space, minimally used concession stand area and mechanical room with washer and dryer.
- Central Park West, 1500 Forest Gate Road, Oak Brook, IL 60523
Central Park West is a meeting facility which includes a kitchen, office space, restrooms, and basement utility access and storage area.
- Maintenance Building, 1480 Forest Gate Road, Oak Brook, IL 60523
The maintenance building provides garage space for the District’s vehicles, office and storage space, restrooms, and staff kitchen.
- Park Locations and Amenities
Please refer to Appendix A for park locations and amenities

1.1 The District’s facilities and parks are under the supervision of the Park District’s authorized and designated representatives herein after “District’s Representatives”

Facilities

Dave Thommes
Director of Recreation and Facilities
Phone #: 630-645-9534
Email: dthommes@obparks.org

Parks

Bob Johnson
Director of Parks and Planning
Phone #: 630-645-9540
Email: bjohnson@obparks.org

2. Scope of Work:

The bid for “as needed” repair and service shall be to provide skilled, experienced, prompt service to all Park District owned properties. Typical work shall include troubleshooting, repair, replacing and general maintenance of all electrical systems and components. It is the Park District’s intent to separately bid electrical services as required as part of any major construction project. The Contractor shall:

- 2.1 Provide on an “as-needed” basis, on-site electrical services required by the District including all personnel, equipment, tools, materials, supervision, labor and other items and services necessary to perform maintenance, renovations, repair and installation of Electrical systems for various Park District-owned locations;
- 2.2 Be available for all electrical work required by the Park District. Have an organization proficient in carrying out multiple projects, which may be performed on the exterior or interior of buildings, simultaneously for emergency and non-emergency calls;
- 2.3 Be equipped to provide emergency repair work within two (2) hours and to commence non-emergency/new work within twenty-four hours;
- 2.4 Not perform services without prior authorization from the District’s Representatives;
- 2.5 Notify the District’s Representatives if during the course of work, the Contractor experiences a conflict with the plans/scope of work before proceeding with said work.

3. Location of Principal Office

- 3.1 Each Bidder’s principal place of business must be located in the Chicago metropolitan area in Illinois.

4. Master Electrician/Electrical Contractor Requirements

The following contains the minimum requirements and experience for electrical services required by the District. The Master Electrician/Electrical Contractor (“Contractor”) shall ensure that all personnel are skilled and qualified to perform the services as requested. The Contractor shall:

- 4.1 Be licensed to perform electrical work as required by the State of Illinois and the Village of Oak Brook. Respondents shall submit a copy of the Contractor’s license with its bid submittal.
 - 4.1.1 Master Electrician shall have at least five (5) years’ of experience with a minimum of three (3) years’ of commercial experience.
 - 4.1.2 If a Journeyman Electrician is employed and will be assigned to the District’s projects, the Journeyman Electrician shall have at least three (3) years’ experience with a minimum of two (2) years’ commercial experience. All work performed by the Journeyman Electrician shall be inspected and approved by the Contractor’s Master Electrician;
- 4.2 Have access to and have a working knowledge of all the tools and equipment used to install and perform electrical repairs;
- 4.3 Be able to work unsupervised and run a crew.

5. Designated Personnel

In order to maintain consistent standards of quality work performed across the District's facilities and parks, the Contractor shall identify and designate the Crew Leader and crew assigned to the District's Electrical Repair and Maintenance Services.

- 5.1 Contractor shall provide to the District a personnel list identifying the designated Crew Leader/Supervisor and crew before work commences and shall notify the District's Representatives when there are any changes to the personnel list provided to the District.

6. Workmanship

Only the highest quality of work shall be performed and shall be the best of their respective trade and be compliant with all applicable code requirements. All materials furnished in carrying out this agreement shall be new and of character and quality as required by the project specifications. Where no standard is specified for such work or materials, the work and/or materials shall be the best of their respective trade and be compliant with all applicable code requirements. The Contractor shall:

- 6.1 Provide only new materials and parts for all projects unless pre-approved by the District's Representatives. Parts that have been replaced shall be the property of the District and shall be left at the site unless directed otherwise by the District's Representatives. The District reserves the right to furnish parts and materials if the District deems it to be in the best interest of the District;
- 6.2 At the conclusion of the project, demonstrate to the District's Representatives that the work is fully operational and in compliance with contract specifications and codes. Any unsatisfactory work done or materials furnished, at whatever time they may be discovered, shall be promptly and permanently be corrected at the sole expense of the Contractor prior to final acceptance of work when notified to do so by the District's Representatives;
- 6.3 At all times, the Contractor shall keep the adjacent areas of the work site free from rubbish and the accumulation of any waste materials. It is the Contractor's responsibility to properly dispose of all rubbish and waste materials according to applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations.

7. Workforce

Contractor and all employees shall perform the services in a timely, professional and efficient manner. The District reserves the right to remove any employee of the Contractor from District property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations. The Contractor shall:

- 7.1 Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor and the Illinois Department of Labor.
- 7.2 Require employees to sign the District's Vendor Attendance Log when assigned to perform work at the District. The Vendor Attendance Logs are at the main desk of the Family Recreation Center and Tennis Center Facilities.

8. Scheduling/Response Time

All work shall be scheduled at the convenience of the District as not to interfere with the District's conduct of business. Man hours paid under this contract shall be only for productive hours beginning and ending at the job site.

8.1 Non-Emergency Service Calls: Regular business hours shall be from 7:00 a.m. – 5:00 p.m. Monday through Friday (excluding weekends and holidays).

8.1.1 Contractor shall respond within twenty-four (24) hours after the request is placed;

8.1.2 Contractor shall provide a written estimate within twenty-four (24) hours, if the job is simple and small enough that it does not require site verification or site visit. If the job is more complicated or requires site verification or a site visit, the Contractor shall provide a written estimate within forty eight (48) hours;

8.1.3 All work shall begin within five (5) days of the original request and completed within the timeframe provided on the Contractor's estimate.

8.2 Emergency Service Calls: If the Contractor cannot meet the District's need for the emergency request, the District will contact a secondary contractor. The District reserves the right to contract with any contractor in the case of an emergency and no response or untimely response has been received from the Contractor. The Contractor shall:

8.2.1 Respond to emergency calls within two (2) hours after the request if placed;

8.2.2 Be on site at the location of required service within four (4) hours after notification by the District;

8.2.3 Provide a twenty-four (24) hour emergency contact phone number. For emergency calls, outside of regular business hours, a voice mail paging system is acceptable on condition that a call back is initiated within thirty (30) minutes from the time that the page is placed.

9. Work Hours

9.1 **Regular Business Hours** are from 7:00 a.m. to 5:00 p.m., Monday through Friday (excluding weekends and holidays);

9.2 **Overtime Hours** consist of hours outside the Regular Business Hours. Overtime pay will be allowed by the District, only upon the approval of the District's Representatives in advance of the work. Overtime work shall be based on the rate of regular labor not to exceed one and one half (1 ½) times the fixed hourly rate.

10. Subcontractors: Contractor will not sublet any work out to a third party without the express written approval of the District.

11. Service / Repair Parts

At the time the District calls for service, and the Contractor determines a location needs repairs:

- 11.1 Eighty-five percent (85%) of all parts shall be on-site within twenty-four (24) hours;
- 11.2 All remaining parts shall be normally on-site within forty-eight (48) hours;
- 11.3 Contractor shall guarantee all parts provided to the District for 1 year from date of installation;
- 11.4 Approval from the District's Representatives is required when it is determined major components are in need of replacement. A major component shall be considered any single item or part whose estimated cost is in excess of \$500.00.

12. Delivery and Storage

It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The District will not assume any responsibility for receiving these shipments. The Contractor shall verify with the District's Representatives and make necessary arrangements for security and storage space in the building during installation.

13. Warranty

Contractor shall provide a one (1) year warranty on all workmanship and parts including but not limited to the manufacturer's warranty, workmanship defects, and installation. All warranty work shall be completed within five (5) working days from notice of defect.

14. Quantity

No guarantee of any minimum or maximum purchase is made or implied. The District will only order the services needed to satisfy requirements within budgetary constraints.

15. Estimates

Contractor shall provide a non-binding written "Not-to-Exceed" estimate on all projects at no charge to the District. It is the Contractor's responsibility to ensure that all information is complete to provide an accurate estimate. Contractor shall respond with a written estimate within the response time as identified in Section 8. Estimates shall include:

- 15.1 Department/Facility name and location of the project;
- 15.2 Breakdown of labor costs (number of workers and hourly rate). Note: Contractor shall provide the hourly labor rate and total labor price;
- 15.3 A detailed description, quantity, unit price and extended price for all materials. All replacement materials and parts shall be new and the same as the existing or an approved equal;
- 15.4 Total Cost;
- 15.5 Description specifying work to be done;
- 15.6 Time projected to complete the project/anticipated completion date.

16. Repair Reports/Service Tickets

Contractor shall upon completion of any preventative maintenance, repair work or installation, provide a repair report/service ticket to the District's Representatives. At a minimum the repair report/service ticket shall include:

- 16.1 Date and time repair request was received;
- 16.2 Location of work site;
- 16.3 Date and time of arrival to and departure from the worksite;
- 16.4 Time spent for repair/maintenance/installation;
- 16.5 A detailed statement as to the condition of the serviced, repaired or installed equipment;
- 16.6 Any problems identified and any corrective action taken;
- 16.7 Any materials or parts used including equipment rented and back-ordered parts.
Note: All replacement materials and parts shall be new and the same as the existing or an approved equal;
- 16.8 A detailed description of the completed repair work and certifying the location is in working order, which shall be signed by the District's Representatives or designated representative of the District.

Note: Unforeseen or unknown repairs will be mutually agreed upon by the Contractor and the District's Representatives. The Contractor shall submit a written estimate for the extra work on a time and materials basis using contract pricing.

17. Invoice Requirements

- 17.1 Payments will be made only for time on the job. All invoices must be accompanied by daily repair report/service ticket as specified in Section 18 and shall be the basis for payment. Invoices that do not include the daily repair report/service ticket may result in detained payments.
- 17.2 Invoices shall also meet all requirements of Section 28 of the General Conditions.

Bid Submittal Form
Prices List
Bidder's Reference List

**BID PROPOSAL FORM
OAK BROOK PARK DISTRICT
ELECTRICAL REPAIR AND MAINTENANCE SERVICES**

TO: Oak Brook Park District
1450 Forest Gate Road
Oak Brook, IL 60523

FROM: _____
NAME OF BIDDER

STREET ADDRESS

CITY STATE ZIP

PHONE

FOR: Electrical Repair and Maintenance Services

In accordance with the contract documents, said contract documents being: Instructions to Bidders, this Bid Proposal Form, the General Conditions, the Specifications, the Agreement Between Owner and Contractor, the Certificate of Compliance (720 ILCS 5/33E-1, *et seq.* and 65 ILCS 5/11-42.1-1), the Certificate of Compliance Drug Free Workplace Act, the Prevailing Wage Affidavit, the Substance Abuse Prevention Certificate, and the Addenda, if any (none unless indicated here)_____, all as issued by the Oak Brook Park District (the "Contract Documents"), hereby proposes to perform all Work and supply and deliver all materials and equipment described in the Contract Documents. The undersigned bidder hereby proposes to perform everything required to be performed; to provide and furnish all of the materials and equipment, and all transporting services required, and to perform the Work for Electrical Repair and Maintenance Services, as stated in the scope of work included in the Contract Documents, all in accordance with the aforementioned documents, and at the price stated hereinafter.

The undersigned bidder declares that it has carefully examined the Contract Documents, and has inspected in detail the site where the Work is to be performed, familiarized itself as to the Work to be performed and the conditions under which it must be carried out; and understands that in making this proposal it waives all right to plead any misunderstanding regarding the same.

The undersigned bidder agrees that, upon receipt of written notice of acceptance of its proposal, it will furnish all required bonds and insurance, and will execute a Contract and commence performance of the Work as stated in the Contract Documents.

The undersigned bidder declares that any and all prices stated in the proposal include all taxes; costs of labor, materials, equipment, insurance, bonds, overhead and profit, and any and all other costs normal to doing business.

The undersigned bidder declares that this proposal shall remain in force for a period of sixty (60) days from the date of this proposal.

The undersigned bidder agrees to perform the Work for the prices stated below:

Item #	Description	QTY	Unit of Measure	Unit Price
** Labor rates paid shall be only for productive hours beginning and ending at the job site. ** Labor rates shall include all direct and indirect costs. ** Regular Business hours are from Monday through Friday, 7:00 a.m. – 5:00 p.m.				
1	Hourly Labor Rate	1	Hour	\$_____
2	Minimum number of hours (if any):	_____	Hour(s)	
** Overtime hours include weekends, holidays, and hours other than regular business hours. Overtime charge is not to exceed one and one half (1 ½) times the regular hourly labor rate.				
3	Overtime Hourly Labor Rate	1	Hour	\$_____
Parts The Contractor will make the required repairs and replacements upon the District’s authorization and will invoice the District for the necessary parts. Contractor shall indicate on the bid submittal form its provided discount to the District, if any, on parts.				
4	Parts Discount	_____ %	% of discount	

The undersigned bidder hereby acknowledges the receipt of the following addenda (if any) distributed by the Park District.

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

The Term of the Contract shall be as stated in the Contract Documents.

The undersigned bidder agrees that if this bid is accepted by the Park District, it will perform all Work in accordance with the requirements of the Contract.

DATED THIS _____ DAY OF _____, 2016.

Full Name of Bidder (Print) (a) Individual ()
(b) Partnership ()
(c) Corporation ()

Name and Title of Authorized Agent
if Corporation or Partnership (Print)

Full Name and Title of Bidder (Signature)

Street Address

City/State/Zip

Phone Number

Email Address

LIST OF SUBCONTRACTORS

The bidder herewith submits a list of subcontractors for each trade relative to the Work to be performed under the Contract with the District, and agrees that if selected the Contractor, the bidder will promptly confer with the District’s agents on the question of which subcontractors the bidder proposes to use, including submission of their qualifications. It is agreed that the District may substitute for any proposed subcontractor another subcontractor for the trade against whose standing and ability the bidder makes no objection in writing, and the bidder will use all such finally selected subcontractors at the amount named in their respective subcontracts, and be in every way responsible for them and their work as if they had been originally named in the Bid Proposal, the unit, total and alternate Contract prices being adjusted to confirm thereto.

Subcontractor Name & Address Classification of Work Amount of Subcontract

1.		
2.		
3.		
4.		

**AGREEMENT BETWEEN THE OAK BROOK PARK DISTRICT AND
(NAME OF CONTRACTOR) FOR THE
ELETRICAL REPAIR AND MAINTENANCE SERVICES**

THIS AGREEMENT, made the _____ day of _____, 2016, by and between the Oak Brook Park District (the "Owner") and **(name of contractor)** (the "Contractor"),

WITNESSETH:

The Contractor and the Owner, for the consideration stated herein, agree as follows:

ARTICLE I: SCOPE OF SERVICES

The Contractor shall perform all services required to be performed, and shall provide and furnish all labor, materials, plant, tools, equipment, and other necessary apparatus and all transportation services required to complete all the services required for Electrical Repair and Maintenance Services for the Owner (the "Services"), all in strict accordance with the Contract Documents, as identified in Article V of this Agreement, which Contract Documents are made a part of this Agreement; and the Contractor shall do everything required by this Agreement and other documents constituting a part thereof.

ARTICLE II: CONTRACT TERM

The term of this Agreement shall commence upon execution of this Agreement by both parties, and shall end on April 30, 2017. The Agreement may be extended for one (1) additional year if such extension is desired by the District and the Contractor; provided that such a renewal shall be subject to a prior appropriation by the District's Board of Park Commissioners. In the event the District or the Contractor are unable to extend the term of this Agreement under the same terms and conditions, either party may terminate this Agreement by written notice to the other party at least thirty (30) days prior to the expiration of the term, in which case the Agreement will terminate at midnight at the end of its current term.

ARTICLE III: THE CONTRACT PRICE

The Owner will pay and said Contractor agrees to accept the Contract Price of **(state contract price)**, as full compensation for furnishing all the materials, for doing all Services contemplated and specified in this Agreement, for all loss or damage arising out of the nature of the Services or from any action of the elements or from any unforeseen difficulties which may be encountered in the prosecution of the same, for all risks of every description connected with the Services, and for well and faithfully completing the Services, and the whole thereof, in full compliance with the Contract Documents, as identified in Article V of this Agreement, and within the time stated in Article II of this Agreement.

ARTICLE IV: PAYMENT

Partial payment, acceptance, and final payment is to be made to the Contractor in accordance with and subject to the provisions embodied in the General Conditions, which are made a part of this Agreement.

ARTICLE V: COMPONENT PARTS OF THIS AGREEMENT

This Agreement consists of the following component parts (the "Contract Documents"), all of which are as fully a part of this Agreement as if herein set out verbatim, or if not attached, as if attached hereto:

1. Addenda, if any (none unless indicated here)_____
2. Instructions to Bidders
3. Contractor's Bid Proposal dated _____, 2016
4. General Conditions
5. This Form of Agreement
6. Certificate of Compliance (720 ILCS 5/33E-1, *et seq.* and 65 ILCS 5/11-42.1-1), Certificate of Compliance Drug Free Workplace Act, Prevailing Wage Affidavit, Substance Abuse Prevention Certificate
7. Specifications for Electrical Repair and Maintenance Services.

If there are any inconsistencies in the Contract Documents that are not clarified by an Addendum, the better quality or greater quantity shall be provided in accordance with the interpretation of the Owner's representative.

ARTICLE VI: COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall comply with all applicable laws, regulations and rules promulgated by a Federal, State, County, Municipal or other governmental unit or regulatory body which are now in effect or which may be in effect during the performance of the Services. Included with the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commission regulations, Workers Compensation Laws, Prevailing Wage Laws, the Substance Abuse Prevention on Public Works Projects Act, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act and regulations, EEOC statutory provisions and rules and regulations, OSHA statutory provisions and rules and regulations, and State and Federal EPA statutory provisions and rules and regulations.

ARTICLE VII: MISCELLANEOUS PROVISIONS

The Contractor shall have full control of the ways and means of performing the Services which are the subject of this Agreement, and the Contractor, its employees, representatives or subcontractors shall, in no sense, be deemed employees of the Owner, it being specifically agreed that with respect to the Owner, the Contractor and any party employed by the Contractor bears the relationship of an independent contractor.

The Contractor shall not assign, sublet or transfer any interest in this Agreement without written consent of the Owner. The Owner shall be entitled to approve all subcontractors. Nothing contained in the Contract Documents shall create a contractual relationship between the Owner and any third party; however, it is understood and agreed that the Owner is an intended third-party beneficiary of all contracts, subcontracts, purchase orders and other agreements between the Contractor and third parties. The Contractor shall incorporate the obligations of this Agreement in its respective subcontracts, supply agreements and purchase orders.

The Contractor shall furnish any required affidavit or certificate, in connection with the Services covered by this Agreement as provided by law.

The parties hereto agree that the governing law for this Agreement shall be the laws of the State of Illinois, and that jurisdiction for any disputes between them shall be proper only in the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

**OWNER:
OAK BROOK PARK DISTRICT**

By: _____
Its President

Attest: _____
Its Secretary

**CONTRACTOR:
(NAME OF CONTRACTOR HERE)**

By: _____
(Print name of signatory and title)

Attest: _____
Its Secretary

Prevailing Wage

The successful bidder will be required to comply with all laws, including those relating to the employment of labor and the payment of the general prevailing rate of hourly wages in the locality in which the Work is to be performed for each craft or type of worker or mechanic needed to execute the Contract or perform the Work, and the record keeping requirements of the Prevailing Wage Act (820 ILCS 130/0.01). The general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor for DuPage County, Illinois, shall be paid for each craft or type of worker needed to execute the Contract or to perform the Work.

Wage rates shall be paid in accordance with the wage rate list attached hereto and made part of the Contract. Should such wage rates be revised by the Illinois Department of Labor, the successful bidder shall pay such revised rates to all laborers, workers and mechanics for each craft or type of worker or mechanic needed to perform the Work under the Contract. The District shall have no obligation to notify the successful bidder of any such revisions.

Appendix A:
Park Locations and Amenities

Oak Brook Park District Central Park

