

## **AGREEMENT FOR TRUCK BODIES AND PLOW SERVICES**

This Agreement for Truck Bodies and Plow Services (the "Agreement") is made as of the 18th day of July, 2018 by and between the Wheaton Park District, an Illinois unit of local government (the "Park District") and Regional Truck Equipment Co., Inc., an Illinois corporation ("Contractor"), which hereinafter may be referred to together as the "Parties" or individually as a "Party".

### **WITNESSETH**

That the Park District and Contractor, for the consideration hereinafter named, agree as follows:

1. **Labor and Materials.** The Contractor shall provide all labor, equipment and materials required to complete the following work: provide and install all truck bodies and plow hardware (the "Work"), as indicated in the Bid Documents for 2018 Truck Bodies and Plow Project, dated May 23, 2018, attached to and incorporated as part of this Agreement by reference (the "Bid Documents").
2. **Contract Documents.** The Contract Documents consist of this Agreement between the Park District and the Contractor, the Bid Documents, Contractor's Proposal, attached to and incorporated as part of this Agreement as **Exhibit A**, Contractor's Compliance and Certification Attachment, attached to and incorporated as part of this Agreement as **Exhibit B**, Addendum 1 dated May 31, 2018, attached to and incorporated as part of this Agreement as **Exhibit C**, and any modifications issued after the execution of this Agreement. Modifications to this Agreement may only be made in writing and endorsed by the Parties. All of the terms, conditions and specifications contained in the Bid Documents are incorporated herein. In the event of conflict between the Contract Documents, this Agreement shall control.
3. **Completion Date.** Time is of the essence of this Agreement. The Park District shall deliver the trucks and pick up the completed Work from the Contractor. Contractor shall achieve Final Completion of the Work within eighteen weeks after execution of this Agreement by both Parties. Final Completion means the date the Park District has received the completed Work from the Contractor and the Park District has inspected, accepted and approved final payment to the Contractor.
4. **Liquidated Damages for Failure to Meet Completion Date.** Should the Contractor fail to achieve Final Completion of the Work on or before the Final Completion date, the Contractor shall be liable and shall pay to the Park District the sum of \$100.00 per calendar day, not as a penalty but as liquidated damages, for each day of overrun from the Final Completion date. The liquidated damages for failure to complete the Work on time are approximate, due to the impracticality of calculating and proving actual delay costs. The costs of delay represented by the liquidated damage amount are understood to be a fair and reasonable estimate of the costs that will be borne by the Park District during extended and delayed performance by the

Contractor for the Work. The liquidated damage amount specified will accrue and be assessed until Final Completion of the total physical Work even though the Work may be substantially complete. The Park District will deduct these liquidated damages from any monies due or to become due to the Contractor from the Park District.

**5. Title and Risk of Loss.** Contractor shall not grant rights in or to, or otherwise encumber the Work or any parts of the Work, to, in or by any third parties at any time, that would impair or delay the full exercise by the Park District of any of its rights or remedies under the Contract. Clean and unencumbered title to the Work shall be transferred to the Park District upon acceptance of the Work by the Park District. Title to, and the risk of loss, injury or destruction from any casualty to the Work, regardless of cause, will be the responsibility of the Contractor until the Work has been received, inspected and accepted by the Park District.

**6. Performance of Work.** Contractor agrees to perform all Work in a good and workmanlike manner. Contractor, on receipt of this Agreement executed by the Park District, shall immediately place orders for materials and otherwise immediately commence performance of this Agreement.

**7. Contract Sum.** Upon completion and acceptance of the Work by the Park District, delivery of final lien waivers and final sworn statements, and delivery of warranties as required by this Agreement, Contractor shall be paid the sum of Dollars Forty-eight Thousand Eight Hundred Thirty-three and 00/100 (\$48,833.00) ("Contract Sum") in accordance with Contractor's Proposal.

**8. Payment.** Payment shall be made by the Park District to the Contractor upon the Park District's receipt of a monthly invoice itemizing the Work properly performed, as determined by the Park District, for the period covered by the invoice. The Contract Sum shall be paid in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the application for final payment.

**9. Waiver of Liens.** Contractor for itself and for all its sub-suppliers and subcontractors, agrees that no mechanic's lien or other claim shall be filed or maintained by Contractor or by any sub-supplier, subcontractor, laborer or any other person, whatsoever, against the Park District's funds for or on account of any Work furnished under this Agreement. Prior to the payment of the Work, Contractor shall provide: a) for any payment other than final payment for the Work, a partial waiver of lien from Contractor and each sub-supplier and subcontractor reflecting any partial payouts, and for final payment, a final waiver of lien from Contractor and each sub-supplier and sub-contractor for the full amount of each subcontract for the Work, showing all materials and labor have been paid in full; and b) sworn affidavit, in triplicate, containing such

information and in such form to comply with the Illinois Mechanics Lien Act (770 ILCS 60/001 *et seq.*), showing in detail the sources of all labor and materials used in the Work, including the names and addresses of sub-suppliers and subcontractors and showing amounts paid for each.

Final payment shall not become due until the Contractor has fully performed the Work, including but not limited to delivery of all manufacturer's and supplier's warranties, and has delivered to the Park District a complete release of all liens arising out of this Agreement or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Park District to indemnify the Park District against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Park District all money that the Park District may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

**10. Acceptance and Rejection.** The Park District will have the right to inspect the Work upon receipt and to reject the nonconforming or damaged Work within ten (10) business days after delivery. The Park District will give notice to the Contractor of any rejection of the Work or claim for damages on account of condition, quality or grade of the Work.

Neither inspection nor acceptance by the Park District shall act as the Park District's acceptance of any defects or deficiencies in the Work or for the failure of the Work to conform to the requirements of the Contract and shall not act as a waiver of any rights the Park District has with respect to such defects, deficiencies or failure, including rights under any warranty.

**11. Correction of Deficiencies.** If Contractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within a three (3) day period after receipt of written notice from the Park District to commence and continue correction of such default or neglect with diligence and promptness, the Park District may, without prejudice to other remedies the Park District may have, correct such deficiencies. In such case, the Park District shall deduct from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation to the Park District for any and all expenses related thereto. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to the Park District.

The rights and remedies of the Park District stated in this Agreement shall be in addition to and not in limitation of, any other rights of the Park District granted at law or in equity.

**12. Contractor's Representations.** Contractor hereby specifically acknowledges and declares, and the execution of this Agreement by the Contractor is a representation of the Contractor that the Contract Documents are full and complete, are sufficient to have enabled the Contractor to determine the cost of the Work and that the Contract Documents are sufficient to enable it to perform the Work outlined therein, in accordance with applicable laws and regulations, and otherwise to fulfill all its obligations hereunder, including, but not limited to,

the Contractor's obligation to perform the Work for an amount not in excess of the Contract Sum on or before the Final Completion date established in the Agreement.

The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Park District and shall at once report to the Park District errors, inconsistencies or omissions discovered. Contractor shall not be liable to the Park District for damage resulting from errors, inconsistencies or omissions in the Contract Documents that could not have been discovered by a reasonably prudent and experienced contractor in advance. If the Contractor performs any manufacturing activity involving an error, inconsistency or omission in the Contract Documents that the Contractor recognized or reasonably should have recognized and of which the Contractor failed to notify the Park District, the Contractor shall assume complete responsibility for such performance and shall bear the full amount of the attributable costs for correction.

Contractor further represents that it has full right, title and authority to transfer the Work to the Park District and that such transfer, upon delivery to the Park District, shall not be subject to the right or interest of any third party whatsoever.

**13. Warranties.** Contractor warrants to the Park District that materials and equipment furnished under the Agreement will be of the best quality and new, that the Work will be free from defects and deficiencies, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty excludes remedy for damage or defect caused by District's abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. Liability or refusal of the subcontractor or supplier responsible for the defective materials, equipment or Work to correct the same shall not excuse the Contractor from performing under the warranty. If required by the Park District, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

All warranties shall include labor and materials and shall be signed by the manufacturer or subcontractor as the case may be and countersigned by Contractor. All warranties shall be addressed to the Park District and delivered to the Park District upon Final Completion of the Work. All warranties shall become effective on the Final Completion of the Work and shall run for the period of time as provided by the manufacturer. Where warranties overlap, the more stringent requirement shall govern. Contractor shall repair and replace, as determined by the Park District, any defects or deficiencies at no charge to the Park District during any warranty period.

Final Completion shall occur only after the Work has been delivered, inspected and accepted by the Park District.



No warranty herein shall be deemed waived upon the Park District's inspection and acceptance of delivery of the Work.

#### **14. Insurance**

**A. Commercial General and Umbrella Liability Insurance.** Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 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 4 13, 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 Park District, its agents, officers, commissioners, employees and volunteers, shall be included as additional insureds under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing at least 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 the Park District. If the additional insured have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of Contractor's liability under this insurance policy shall not be reduced by the existence of such other insurance.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

#### **B. Continuing Completed Operations Liability Insurance**

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following completion of the Work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 4 13, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

**C. Business Auto and Umbrella Liability Insurance.** Contractor 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.

**D. Workers Compensation Insurance.** Contractor 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.

If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 or a substitute endorsement acceptable to District under the Commercial General and Umbrella Liability Insurance required in this Agreement, Contractor waives all rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to Contractor's Work.

**E. General Insurance Provisions**

**1. Evidence of Insurance.** Prior to beginning Work, Contractor shall furnish the Park 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 Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested. Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as waiver of Contractor's obligation to maintain such insurance.

The Park District shall have the right, but not the obligation, of prohibiting Contractor 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 the Park District.

Failure to maintain the required insurance may result in termination of this Agreement at the Park District's option. Contractor shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

**2. Acceptability of Insurers.** For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using 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 Park District has the right to reject insurance written by an insurer it deems unacceptable.

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

**4. Subcontractors.** Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Park District, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

**15. Indemnification and Hold Harmless.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of Contractor's performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify, defend and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of this Agreement.

**16. Termination.**

a. The Park District may, at any time, terminate the Agreement in whole or in part for the Park District's convenience and without cause. Termination by the Park District under this section shall be by a notice of termination delivered to the Contractor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, the Contractor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; (2) place no further orders; (3) enter into no further subcontracts for materials, labors, services or facilities except as necessary to complete continued portions of the Work; (4) terminate all subcontracts and orders to the extent they relate to the Work terminated; (5) proceed to complete the performance of Work not terminated; and, (6) take actions that may be necessary or that the Park District may direct, for the protection and preservation of the terminated Work. The Contractor shall recover payment for approved and properly performed Work completed prior to the effective date of termination. Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.

b. The Park District may terminate the Agreement, in whole or in part, for cause as follows:

(i) If Contractor fails to provide the Work as required in the Contract Documents, or otherwise breaches or defaults under any provision of this Contract and does not remedy such failure, breach or default within forty-eight (48) hours after demand from the Park District to take corrective action, or in the event of repeated or multiple failures or defaults by Contractor, the Park District may immediately terminate this Contract and enter into an agreement with another contractor or contractors to provide the Work. In such event: a) the Park District shall not pay Contractor for any portion of the Work not completed in accordance with the Contract Documents; b) the Park District shall deduct from payments due to the Contractor the cost of correcting any deficiencies in accordance with Section 11 of this Agreement; and c) Contractor shall be liable to the Park District for the increased cost to the Park District of obtaining services from the substitute contractor(s).

(ii) If Contractor is adjudged as bankrupt, or if Contractor makes a general assignment for insolvency, or if any provision of the bankruptcy law is invoked by or against Contractor, then notwithstanding any other rights or remedies granted the Park District, the Park District may, without prejudice to any other right or remedy, a) immediately terminate the retention of Contractor and/or b) finish or cause to be finished the Contractor's services required under this Contract by whatever method and by whichever persons the Park District deems expedient. In such case, Contractor shall not be entitled to receive any payment until the Work is completed. If the unpaid balance of the Contract Sum exceeds: (1) the expenses of completing the Work, including compensation for additional managerial and administrative services, plus (2) the Park District's losses and damages because of Contractor's default (collectively



"Park District Expenses and Damages"), such excess shall be paid to Contractor. If the Park District Expenses and Damages exceed such unpaid balance, Contractor shall pay the difference to the Park District promptly on demand and the Park District may resort to any other rights or remedies the Park District may have by law or under this Contract.

Upon termination of this Agreement for any reason, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination.

**17. Compliance with Laws and Permits.** Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations. Contractor shall be licensed and bonded to perform the Work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement. Contractor's Compliance and Certification Attachment is attached to and incorporated as **Exhibit A** to this Agreement.

**18. Choice of Law and Venue.** This Agreement is governed by the laws of the State of Illinois. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of DuPage County, Illinois, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation. Contractor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, except as provided in Section 4 of this Agreement, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorneys' fees.

**19. No Liability.** The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Contractor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Contractor's Work and obligations under this Agreement. The Park District is not liable for acts or omissions of Contractor or any of Contractor's employees, subcontractor's, agents or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Contractor.

**20. No Third Party Beneficiary.** This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third

party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities, defenses and/or privileges of the Park District and/or Contractor, and/or any of their respective officials, officers and/or employees.

**21. No Waiver.** Waiver of any of the terms of this Agreement shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions, shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of the Agreement.

**22. Independent Contractor.** Contractor acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Agreement; that it, as well as any persons or agents as it may employ, are not employees of the Park District; and that neither this Agreement, nor the administration thereof, shall operate to render or deem either Party hereto the agent or employee of the other.

**23. Non-Assignment.** This Agreement is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the Park District.

**24. Subcontracts.** Any subcontract that Contractor enters into for the Work shall be in writing and shall specifically provide that the Park District is an intended third-party beneficiary of such subcontract and that the Park District shall have the right to enforce the subcontractor's obligations thereunder after the occurrence of a default under the contract by the Contractor. By appropriate written agreement, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Park District.

**25. Notices.** All notices required or permitted to be given under this Agreement shall be deemed given when such notice is hand delivered; or when such notice is sent by facsimile transmission provided such transmission together with fax machine generated confirmation of such transmission is also sent on the transmission date to the other Party by United States mail, with postage therewith prepaid; or when such notice is deposited in the United States mail, with postage thereon prepaid, addressed to the other party at the following addresses:

If to the Park District:	Wheaton Park District
	102 E. Wesley
	Wheaton, IL 60187
	Attn: Executive Director
	Fax: 630-665-5880

If to Contractor: Regional Truck Equipment Co., Inc.  
255 W. Laura Drive  
Addison, IL 60101  
Attn: Brian Lutz  
Fax: 630-543-9806

26. **Entire Agreement; No Amendment.** This Agreement contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of either Party that is not contained in this written Agreement shall be valid or binding. No modification of this Agreement shall be effective unless in writing dated a date subsequent to the date of this Agreement and signed by an authorized representative of each Party.

27. **Headings.** The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

28. **Severability.** The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision severed or as modified by such court.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed by a duly authorized official thereof effective as of date written above.

REGIONAL TRUCK EQUIPMENT CO., INC.

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

As Its: \_\_\_\_\_

WHEATON PARK DISTRICT

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

As Its: \_\_\_\_\_





# EXHIBIT A

## PROPOSAL TO THE WHEATON PARK DISTRICT BOARD OF PARK COMMISSIONERS FOR THE 2018 TRUCK BODIES AND PLOW PROJECT

By submission of its bid, the Bidder acknowledges, agrees, represents, declares and warrants:

- A. That he has carefully examined the written Specifications and Drawings and is thoroughly familiar therewith, and that he has examined the existing vehicles and equipment to arrive at a clear understanding of the conditions under which the Work is to be done, and that he has compared the site with the Drawings and Specifications and has satisfied himself as to all conditions affecting the execution of the Work;
- B. That all modifications have been submitted with this bid;
- C. That he has checked carefully the bid figures and understands that he shall be responsible for any errors or omissions based on these Specifications and alternates as submitted on the Bid Proposal Form;
- D. That it is understood and agreed that the Wheaton Park District reserves the right to accept or reject any or all bids, or to combine or separate any section or work, and to waive any technicalities;
- E. To hold the bid open for sixty (60) days subsequent to the date of the bid opening;
- F. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
  - (a) Furnish all bonds and insurance required by the Contract Documents;
  - (b) Accomplish the Work in accordance with the Contract Documents; and
  - (c) Complete the Work within the time requirements as set forth in the Bid Documents.
- G. That if this bid is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other services, and to do all of the Work and to furnish all of the materials specified in the Bid Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth;
- H. To commence Work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract;

- I. That the Bidder shall have full responsibility for coordinating, expediting, and managing payment requests, and administering the Project and subcontractors;
- J. That the Bidder has submitted, in order to be considered eligible for this job, a list of all projects of similar size and scope within the past three years; and
- K. That Bidder has submitted an executed Contractor Compliance and Certification Attachment.

Submitted this 5 day of June, 2018.

Name: Regional Truck Equip Inc

By: DRIAN LUTZ

Signature: [Signature]

Title: President

SUBSCRIBED AND SWORN TO before me  
this 5 day of June, 2018.

[Signature]  
Notary Public

STATE OF ILLINOIS)  
COUNTY OF DUPAGE )



PROPOSAL TO THE WHEATON PARK DISTRICT  
BOARD OF PARK COMMISSIONERS  
FOR THE 2018 TRUCK BODIES AND PLOW PROJECT

The undersigned Bidder agrees that should this bid be accepted by the Owner, the undersigned will be bound to the Wheaton Park District Board of Park Commissioners to furnish and deliver all materials, tools and equipment, and perform all work necessary to complete all items detailed in the written Specifications for the amounts set forth as follows (Please complete in ink or type):

BID PROPOSALS

(Please complete in ink, and print or type)


Item	Amount
Canopied service body for the 84" Cab to Axle truck.	\$ 12,466.-
Canopied service body for the 60" Cab to Axle truck.	\$ 11,412.-
Dump body for the 84" Cab to Axle truck.	\$ 8,921.-
Dump body for the 60" Cab to Axle truck.	\$ 8,454.-
Hinged/Winged 8' 6" "V-Plow" and all of the necessary hardware and controls for the 60" Cab to Axle dump truck.	\$ 5,498.-
Hardware and controls <u>ONLY</u> for a 8' 6" straight plow for the 84" dump truck. (Park District already has the plow)	\$ 2,080.-
Bids Grand Total	\$ 48,833.-

This is a lump sum bid. The quantities provided by Owner in the Bid Form are estimated and provisional, and are given for the Bidder's convenience as well as provide a common basis for bidding. The Bidder is responsible for verifying all estimated quantities and/or perform his or her own quantity take off of work items.

Addendum # 1, \_\_, \_\_, \_\_, \_\_, \_\_, have been received and acknowledged.

The Bidder further certifies that the official name or title and the business address of the Bidder to be considered as of the making of this bid is as follows:

COMPANY NAME:	Regional Truck Equipment				
NAME OF BIDDER (please print):	Todd Jacobson				
TITLE:	Sales Manager				
ADDRESS OF BIDDER:	255 W. Laura Drive				
CITY, STATE and ZIP:	Addison, IL 60101	FAX NUMBER:	630/543-9806		
PHONE NUMBER:	630/543-0330	E-MAIL:	tjacobson@regionaltruck.com		
CELL PHONE NUMBER:	630/330-6952				
DATED THIS	5 <sup>th</sup>	DAY OF	June	2018	

COMPANY NAME:	Regional Truck Equipment
SIGNATURE:	



PROJECT: 2018 TRUCK BODIES AND FLOW

ALTERNATE BID PROPOSAL: *NONE*

(Please complete in ink, and print or type)

Alternate bids shall be considered either an *Add* or a *Deduct* from the base bid amount. Bidder shall indicate either *Add* or *Deduct* by circling either one, and providing the dollar amount to be added or deducted from the base bid.

Item	Circle One	Amount
<i>NONE</i>	<i>Add</i> <i>Deduct</i>	\$ <i>N/A</i>

The Bidder further certifies that the official name of the business of the Bidder to be considered as of the making of this bid is as follows:

COMPANY NAME:	<i>Regional Truck Equipment</i>
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# EXHIBIT B

## PROJECT: 2018 TRUCK BODIES AND PLOW

### CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

**Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.**

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- D. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- E. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment

under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

- F. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- G. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- H. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- I. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- J. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free



municipal entity, to recover in a civil action all amounts paid to the Contractor.

- J. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.
- K. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 et. seq.) and, upon request of the Wheaton Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR

By: Regional Truck Equip FMC Brierle  
Its: President

STATE OF IL )  
COUNTY OF DuPage ) ss

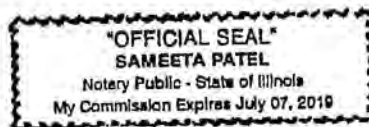
I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that Brian Lutz appeared before me this day and, being first duly sworn on oath, acknowledged that he/she executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: June 5, 2018

Sameeta Patel

(Notary Public)

(SEAL)





**EXHIBIT  
C**

Memorandum

To: All Bidders  
From: Brian Morrow, Project Planner  
Date: May 31, 2018  
Re: Addendum Number One (1)  
2018 Truck Bodies and Plow Project

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Please add the following information to the 2018 Truck Body and Plow Project bid specifications and drawings.

1. CHANGE: Final completion of the work shall be within **18 weeks** of the contract being fully executed (signed by contractor and owner).  
The corrected bid document page is attached. Please place this corrected page with your bid documents.
2. CLARIFICATION: The truck chassis will be available from the owner by July 1, 2018.
3. CLARIFICATION: The color for all of the truck bodies - dumps and service bodies is white. The corrected bid document page is attached. Please place this corrected page with your bid documents.

PLEASE NOTE ON YOUR BID PROPOSAL FORM THAT YOU HAVE RECEIVED THIS ADDENDUM OR RETURN A SIGNED COPY OF THE MEMORANDUM WITH YOUR BID PROPOSAL FORM.

ADDENDUM #1 RECEIVED:

SIGNED: Todd R. [Signature]

DATE: 6/1/18

COMPANY: Regional Truck Equipment

