

ORIGINAL

RES 16-172_R_041816

RESOLUTION

A RESOLUTION APPROVING A CONTRACT WITH MYS, INCORPORATED FOR PROJECT 16-22, MARION STREET CROSSWALK IMPROVEMENTS, IN AN AMOUNT NOT TO EXCEED \$120,000.00 AND AUTHORIZING ITS EXECUTION

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, in the exercise of their home rule powers, that the Contract with MYS, Incorporated of Palos Park, Illinois for Project 16-22, Marion Street Crosswalk Improvements, is approved in an amount not to exceed \$120,000.00 and the Village Manager is authorized to execute the Contract in substantially the form attached.

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

ADOPTED this 18th day of April, 2016 pursuant to a roll call vote as follows:

| Voting | Aye | Nay | Abstain | Absent |
|---------------------|-----|-----|---------|--------|
| President Abu-Taleb | X | | | |
| Trustee Barber | X | | | |
| Trustee Brewer | X | | | |
| Trustee Lueck | | | | X |
| Trustee Ott | X | | | |
| Trustee Salzman | X | | | |
| Trustee Tucker | X | | | |

APPROVED this 18th day of April, 2016.

Anan Abu-Taleb, Village President

ATTEST

Teresa Powell

Teresa Powell, Village Clerk



Contract

1. THIS CONTRACT is entered into on April 18, 2016 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302 acting by and through its President and Board of Trustees and **MYS, Incorporated, 7801 West Deerwood Drive, Palos Park, Illinois 60464**, its executors, administrators, successors or assigns (hereinafter "Contractor".)
2. The following documents set forth the terms of this Contract and are incorporated herein:
 - a. The Village of Oak Park's Notice to Bidders, Special Provisions and Plans for Project 16-22, Marion Street Crosswalk Improvements;
 - b. Contractor's Proposal submitted on March 31, 2016; and
 - c. The Contract Bond.
3. Where the terms of the Contractor's Proposal conflict with the terms set forth in the Village's Notice to Bidders, Special Provisions and Plans, the Village's Notice to Bidders, Special Provisions and Plans shall control.
4. The Contractor shall at its own cost and expense perform all the work, furnish all materials and all labor necessary to complete the work in accordance with the terms of this Contract and the requirements of the Director of Public Works or the Director's designee.
5. The Contractor agrees to pay not less than the general prevailing rate of hourly wages for work of a similar character on public works in Cook County, Illinois, and not less than the general prevailing rate of hourly wages for legal holiday and overtime work, to all laborers, workers and mechanics employed on this project and to otherwise comply with the Illinois Prevailing Wage Act, if applicable to this contract.
6. The Contractor affirms that the individual signing this Contract is authorized to execute this Contract on behalf of the Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract on the date above mentioned.

Attest:

Teresa Powell
Teresa Powell
 Village Clerk
 (Seal)

Village of Oak Park
 By Cara Pavlicek
Cara Pavlicek
 Village Manager

MYS, Incorporated
 By: Curt M. Yelnick
 Signature
CURT M. YELNICK
 Printed Name
 Its: PRESIDENT
 Title

REVIEWED AND APPROVED
 AS TO FORM

APR 18 2016

Paul K. Hillman
 LAW DEPARTMENT



Issued in Triplicate

Contract Bond

Bond No. 929632738

MYS, Inc., 7801 West Deerwood Drive, Palos Park, Illinois 60464, as PRINCIPAL, and

Western Surety Company

as SURETY,

is held and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of One Hundred and Twenty Thousand Dollars and 00/100 (\$120,000.00), well and truly to be paid to the Village, for the payment of which its heirs, executors, administrators, successors and assigns, are bound jointly to pay to the Village under the conditions of this instrument.

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

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

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this 13 day of May, 2016.

NAME OF PRINCIPAL

By: *Curt M. Yelnick*
Signature

By: CURT M. YELNICK
Printed Name

Its: PRESIDENT
Title

Subscribed to and Sworn before me on the

13 day of May, 2016.

Sinem Aydin
Notary Public Sinem Aydin



NAME OF SURETY: Western Surety Company

By: *Dawn L. Morgan*
Signature of Attorney-in-Fact, Dawn L. Morgan

Subscribed to and Sworn before me on the

13 day of May, 2016.

Sinem Aydin
Notary Public Sinem Aydin



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

James I Moore, Bonnie Kruse, Stephen T Kazmer, Dawn L Morgan, Mary Beth Graff, Kelly A Gardner, Melissa Schmidt, Elaine Marcus, Jennifer J Mc Comb, Tariese M Pisciotto, Individually

of Westmont, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 4th day of June, 2015.



WESTERN SURETY COMPANY

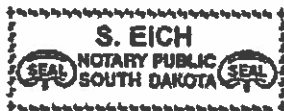
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 4th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13 day of May, 2016.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Project No. 16-22 Marion Street Crosswalk Improvements

BID OPENING: 10:00 a.m. Thursday, March 31, 2016

| COMPANY NAME | MBE | WBE | NON | Bid Amount | Notes : |
|---|-----|-----|-----|-------------|-----------------|
| MYS Incorporated | | | x | \$73,634.00 | Lowest Bidder |
| Alliance Contractors | | | x | \$96,655.00 | |
| Kovilic Construction Company, Inc. | | | | | Note 3 |
| W. R. Weis Company, Inc. | | | | | Note 6 |
| LPS Pavement Company | | | | | Note 3 |
| Schramm Construction | | | | | Note 3 |
| Landmark Contractors, Inc. | | | | | Note 3 |
| R W Clark Construction | | | | | Note 3 |
| Note # 1 = Package was returned with out a fowarding address. | | | | | |
| Note # 2 = Company could not complete the package in time. | | | | | |
| Note # 3 = Company was not interested in the project. | | | | | |
| Note # 4 = Company was disqualified due to incomplete bid package | | | | | |
| Note #5 = Company had prior commitments and could not meet time schedule. | | | | | |
| Note #6= Sub-contractor not bidding as Prime Contractor | | | | | |
| | | | | | 3/31/2016 15:58 |

