

ORIGINAL

RES 18-988_X_100118

RESOLUTION

**A RESOLUTION APPROVING A CONTRACT WITH ALLIANCE CONTRACTORS, INC.
FOR PROJECT 18-16, VILLAGE HALL PARKING LOT IMPROVEMENTS,
IN AN AMOUNT NOT TO EXCEED \$1,216,606 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 Alliance Contractors, Inc. of Woodstock, Illinois for Project 18-16, Village Hall Parking Lot Improvements, is approved in an amount not to exceed \$1,216,606 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 1st day of October, 2018 pursuant to a roll call vote as follows:

Voting	Aye	Nay	Abstain	Absent
President Abu-Taleb	✓			
Trustee Andrews	✓			
Trustee Boutet	✓			
Trustee Button				✓
Trustee Moroney	✓			
Trustee Taglia	✓			
Trustee Tucker	✓			

APPROVED this 1st day of October, 2018.


Anan Abu-Taleb, Village President

ATTEST


Vicki Scaman, Village Clerk

CONTRACT

1. THIS CONTRACT is entered into this 2 day of October, 2018 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 **Alliance Contractors, Inc., an Illinois corporation with offices at 1166 Lake Avenue, Woodstock, Illinois 60098**, its executors, administrators, successors or assigns (hereinafter "Contractor") in an amount not to exceed \$1,216,606.
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 18-16, Village Hall Parking Lot Improvements ("Project");
 - b. Contractor's Proposal dated September 13, 2018;
 - c. Addendum 1 dated September 6, 2018; and
 - d. 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 the project and to otherwise comply with the Illinois Prevailing Wage Act.
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 hereto have caused this Contract to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK



By: Cara Pavlicek
Its: Village Manager

Date: 10/2, 2018

ATTEST:



By: Vicki Scaman
Its: Village Clerk

Date: 10/2, 2018

ALLIANCE CONTRACTORS, INC.



By: Michael J. Paulson
Its: President

Date: 10-12, 2018

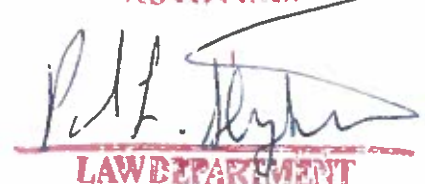
ATTEST:



By: Renee Behrens
Its: Asst. Secretary

Date: 10-12, 2018

REVIEWED AND APPROVED
AS TO FORM



LAW DEPARTMENT



Bond No. 106994050

CONTRACT BOND

Alliance Contractors, Inc., an Illinois corporation with offices at 1166 Lake Avenue, Woodstock, Illinois 60098, as PRINCIPAL, and Travelers Casualty and Surety Company of America as SURETY, is held and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of one million, two hundred sixteen thousand, six hundred six dollars and 00/100 (\$1,216,606.00), 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 12th day of October, 2018.

NAME OF PRINCIPAL Alliance Contractors, Inc.

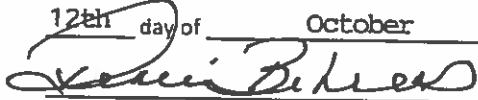
By: 
Signature

By: Michael J. Paulson
Printed Name

Its: President
Title


Subscribed to and Sworn before me on the

12th day of October, 2018.


Notary Public




NAME OF SURETY - Travelers Casualty and Surety Company of America

By: 
Signature of Attorney-in-Fact
Carrie L. Smith

Subscribed to and Sworn before me on the

12th day of October, 2018.


Notary Public Oscar F. Rincon

