

Submitted By

Bill McKenna, Village Engineer

Reviewed By

LKS

Agenda Item Title

A Resolution Approving a Contract with MYS, Incorporated for Project 19-16, Lake and Forest Sidewalk Planter Installation in an Amount not to Exceed \$204,500 and Authorizing its Execution as Reviewed at the February 26, 2018 Regular Meeting

Overview

This contract is in keeping with the February 26, 2018 regular meeting in which the Village Board approved the Lake Street Improvement Project's scope, including the projects' limits, decorative materials, and specialty features. Competitive bids were opened on June 20, 2019, for Project 19-16, Lake and Forest Sidewalk Planter Installation.

Recommendation

Approve the Resolution

Fiscal Impact

The FY2019 Budget includes \$7,800,000 of funds in the Capital Improvement Fund, Public Works – Engineering, Streetscaping, for the Lake Street Streetscape Project which will be used to fund this work.

Background

Competitive bids were opened on June 20, 2019, for Project 19-16, Lake and Forest Sidewalk Planter Installation. The Village received one bid for this project from MYS, Incorporated in an amount of \$204,500. The project includes installing a granite curbed planter feature with bronze lettering and decorative lighting on Lake Street at Forest to coordinate work with the Albion and Vantage developments' streetscape and minimize future disruption with the 2020 Lake Street streetscape project at this location.

Based on direction from the Village Board at the July 8, 2019 regular meeting staff reached out to other potential funding partners for this work such as DTOP and the Albion Development and were not able to get commitments to help fund this work. Should the Village Board desire to reduce the costs for the installation of the planter staff recommends rejecting the bids for this project and deferring the installation of the planter until 2020 when it can be included as part of the scope of the larger Lake Street Streetscaping project. This option will provide the greatest cost reduction by essentially eliminating the costs for traffic control, mobilization, and reduce the costs of other individual items due to economy of scale. Cost savings may be in the order of \$60,000 to \$80,000 by deferring the work.

Due to delays in acquiring the required easements for streetscape improvements, work planned for Lake Street Streetscape project, as well as the water and sewer project and street resurfacing project, was previously rescheduled for 2020. Staff previously met with representatives of the downtown business districts who voiced support for pushing all of the work into 2020, rather than separating projects across 2019 and 2020. Lake Street

improvements include work that is being bid by the Illinois Department of Transportation, Village water and sewer improvements and the resurfacing of Lake Street from Euclid Avenue to Austin Boulevard. As a result of the delay in construction of the Lake Street streetscape project a separate project to install the granite planter specialty feature was required to minimize future disruption of this corner in 2020.

Per the approved Planned Developed Ordinance for the Albion development, the Village was responsible for designing and installing the traffic signal improvements at this frontage, street lighting and electrical along Lake Street, and the granite curbed planter specialty feature at the Lake and Forest intersection. The work under this contract includes installing the granite curbed planter with bronze lettering reading "Downtown Oak Park." The planter will include decorative pedestrian lighting and an in-ground LED lighting to illuminate the Downtown Oak Park lettering. Plans and a rendering of the planter are attached.

The majority of the work on this contract was originally intended to be completed with the Lake Street Streetscape project which should result in cost savings for the future streetscape project when that is bid by the State in the fall of this year.

The Albion development's site work is currently underway and is scheduled to be substantially completed in August. Construction work on this contract will not be started until late September or early October once the granite is fabricated and delivered to the site. Work on this project is scheduled to be completed by November of this year.

The Village only received one bid for this project from MYS, Incorporated. The bid price from MYS was within the estimated cost for this project and represents a competitive bid for the project. Staff is recommending awarding a contract to MYS, Incorporated for this project as they have completed similar work in the past and are an excellent contractor.

Alternatives

The alternative to this recommendation could be to reject the bid and construct the planter specialty feature with the construction of the Lake Street Streetscape project in 2020 to save costs.

Previous Board Action

At the May 20, 2019 regular meeting the Village Board approved a Contract with Electric Conduit Construction Co. for Project 19-13, Lake Street and Forest Avenue Traffic Signal Improvements in an amount not to exceed \$426,660.

At the November 19, 2018 regular meeting the Village Board approved a Resolution Authorizing Temporary Construction Easements and Permanent Sidewalk Easements on Lake Street for the Lake Street Streetscape Project, Section 16-00264-00-PV.

At the November 5, 2018 regular meeting the Village Board approved a Resolution Authorizing Local Funding and a Local Public Agency Agreement for Federal Participation with the State Of Illinois for Construction of the Lake Street Streetscape Project, Section 16-00264-00-PV.

At the November 5, 2018 regular meeting the Village Board approved a Professional Services Agreement with TranSystems Corporation for Phase III Construction Engineering for the Lake Street Improvement Projects in an amount not to exceed \$1,464,930.

At the November 5, 2018 regular meeting the Village Board approved a Resolution Approving a Contract with Trine Construction Corp. for Project 19-1, Lake Street Sewer and Water Main Improvements, in an amount not to exceed \$1,862,000.

At the September 4, 2018 regular meeting the Village Board Approved a Highways Land Acquisition Contract for Negotiation services with Swanson and Brown, Ltd. for Right-of-Way Acquisition for the Lake Street Improvement Project in an amount not to exceed \$103,900.

At the July 9, 2018 regular meeting the Village Board Approved a Third Amendment to the Professional Services Agreement with Thomas Engineering Group LLC for the Design of the Lake Street Streetscape, Resurfacing, and Utility Improvement Projects to include Coordination with Developments and Revisions to Projects' Scope for an additional \$179,440.

At the March 5, 2018 regular meeting the Village Board approved the Lake Street Improvement projects' scope and limits and provided direction to staff to modify the limits and scope to reduce the overall budget for construction of the projects to \$15 million.

At the March 5, 2018 regular meeting the Village Board Approved a Second Amendment to the Professional Services Agreement with Thomas Engineering Group LLC for the Design of the Lake Street Streetscape, Resurfacing, and Utility Improvement Projects to include Design Modifications to existing Sidewalk Vaults for an additional \$80,648.

At the March 5, 2018 regular meeting the Village Board Approved an Agreement with Tetra Tech, Inc., for an Environmental Preliminary Site Investigation for the Lake Street Improvement Projects in an amount not to exceed \$36,511.

At the February 26, 2018 regular meeting the Village Board Approved the Lake Street Improvement Project's Scope, Including the Projects' Limits, Decorative Materials, and Specialty Features with a budgeted amount of \$15 million.

At the October 16, 2017 regular meeting the Village Board approved a Professional Services Agreement with The Lakota Group, Inc., for Phase 2 Professional Landscape Architecture and Planning Services for the Lake Street Streetscape Project in an amount not to exceed \$131,370.

At the January 17, 2017 regular meeting the Village Board Approved an Amendment to the Professional Services Agreement with The Lakota Group, Inc., for Phase 1 Professional Landscape Architecture and Planning Services for the Lake Street Streetscape Project for an additional \$24,780

At the January 17, 2017 regular meeting the Village Board Approved an Amendment to the Professional Services Agreement with Thomas Engineering Group, LLC., for Professional Engineering Services for the design of the Lake Street Streetscape, Resurfacing, and Utility Improvement Projects for an additional \$117,560.

On October 4, 2016, the Village Board authorized an agreement with The Lakota Group, Inc., for Phase 1 Professional Landscape Architecture and Planning Services for the Lake Street Streetscape Project in an amount not to exceed \$99,000.

On August 1, 2016, the Village Board authorized an agreement with Thomas Engineering Group, LLC., for Professional Engineering Services for the design of the Lake Street Streetscape, Resurfacing, and Utility Improvement Projects in an amount not to exceed \$1,080,000.

At the July 18, 2016 regular meeting the Village Board approved a Resolution Authorizing the Submission of a 2016 Federal Surface Transportation Program Grant Application for the Lake Street Streetscape and Resurfacing Project.

At the June 6, 2016 regular meeting the Village Board approved a Resolution Authorizing the Submission of a 2016 Illinois Transportation Enhancement Program (ITEP) Grant Application for the Lake Street Streetscape Project.

At the June 6, 2016 regular meeting the Village Board approved a Resolution Requesting the Illinois Department of Transportation Repurpose Federal Funds Earmarked for the I-290 Cap the Ike Projects, IL456 and IL478, to the proposed Lake Street Resurfacing and Streetscape Project according to the Consolidate Appropriations Act, 2016.

On February 8, 2016 the Village Board was given a presentation related to Construction, Parking and Mobility Services along the Lake Street Corridor from Harlem to Austin and directed staff to Request Proposals for the Preliminary and Design Engineering of the Lake Street Streetscape and Resurfacing Project.

On November 2, 2015 the Village Board was given a presentation on the Lake Street Streetscape Enhancement project which included a recommended project scope and material selections based on Board comments.

On May 11, 2015 the Village Board was given a presentation on the Lake Street Streetscape Enhancement project.

On August 20, 2014 the Disability Access Commission met at their regular open public meeting to review the proposed streetscape project and provided comments.

On January 7, 2013 Lakota Group and staff presented the recommendations of the Streetscape Committee for the Lake Street Streetscape project to the Village Board which included four options for scope and materials. The results of the surveys and walking tours were also presented.

On June 4, 2012 the Village Board the Village Board directed staff to form the Downtown District Streetscape Committee who would help in the development of various streetscape scenarios for Board consideration.

On March 15, 2012 the Village Board authorized an agreement with Lakota Group for design services related to the Lake Street Corridor from Harlem Ave to Euclid Ave.

Citizen Advisory Commission Action

N/A.

Anticipated Future Actions/Commitments

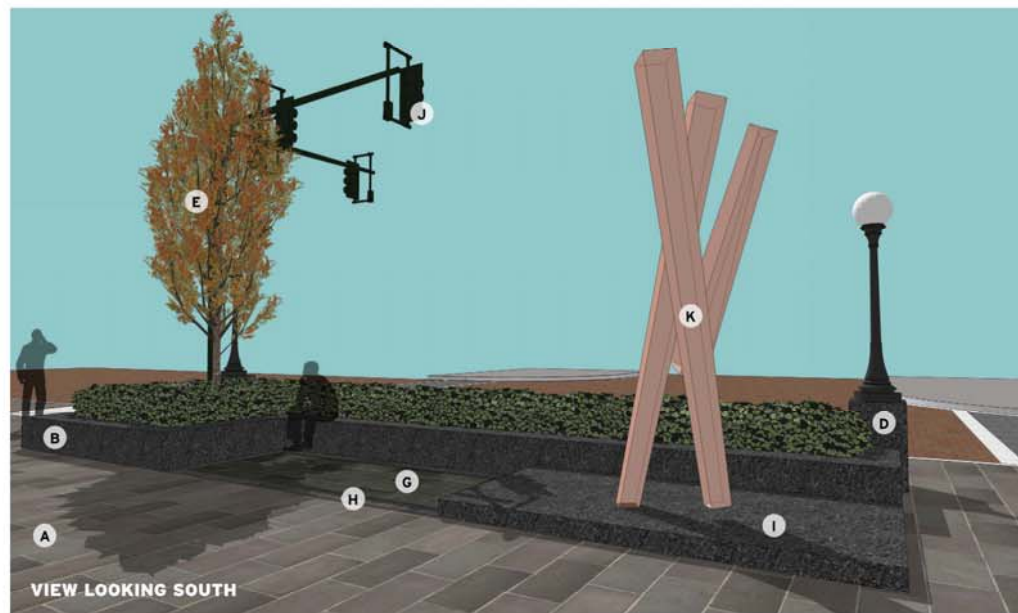
A future agenda item will be presented at an upcoming Board meeting for approving a change order to the existing agreement with TranSystems Corporation for the Construction Engineering Services for the Lake Street Improvement projects for sub-consultant work related to marketing, outreach, website development, and coordination with the business districts for the upcoming streetscape project. Final dollar amounts are not known at this time for this upcoming change order but will be presented as soon as the scope of any remaining coordination and potential business incentive programs are determined.

Future agenda items will be presented at an upcoming Board meeting for approving change orders to existing agreements with the Thomas Engineering Group and the Lakota Group for increased costs for landscape design and engineering services for the design of this Lake and Forest signal project as well as costs associated with the change in the bidding date of the Lake Street project.

Intergovernmental Cooperation Opportunities

None at this time.

DRAFT



LEGEND

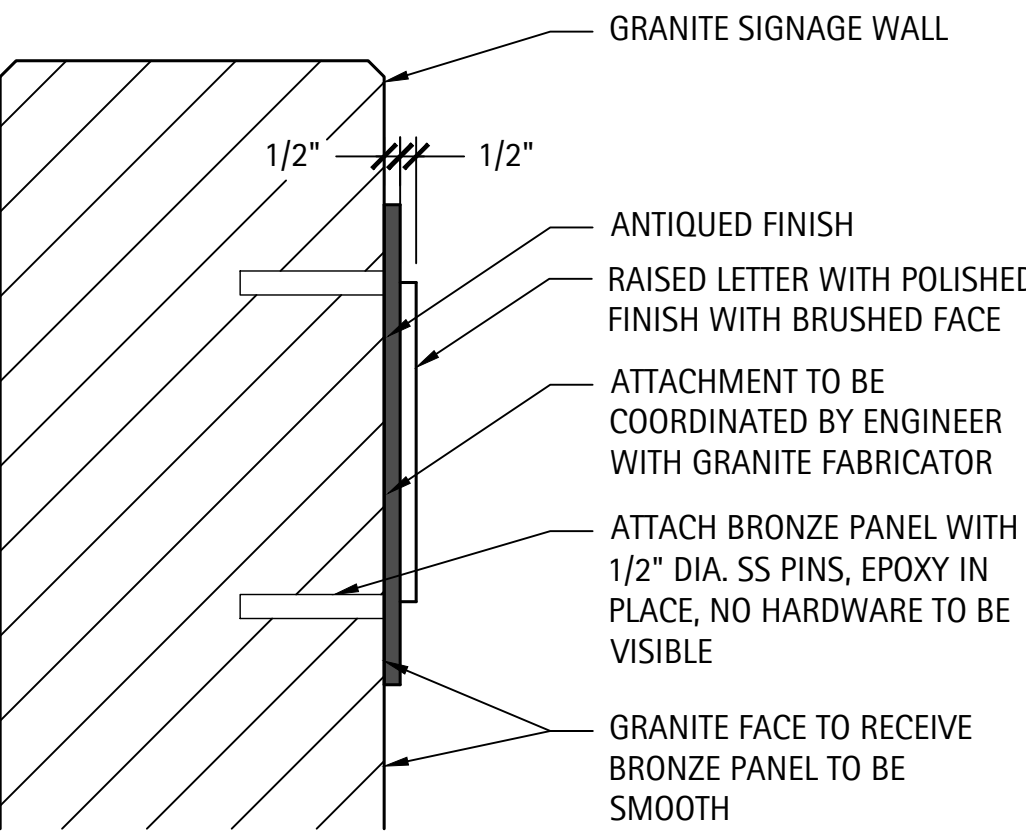
- A** 2X3 BLUESTONE PAVERS
- B** GRANITE SEATWALL
- C** GRANITE CURB
- D** GRANITE PLINTH WITH GLOBE LIGHT
(TO MATCH KENILWORTH SPECIALTY FEATURE)
- E** COLUMNAR TREE
- F** PIN SET METAL SIGN PANELS
- Backlit
- G** SMOOTH GRANITE PAVERS
- H** TEXTURED GRANITE BANDING
- I** 6" RAISED GRANITE PEDESTAL FOR PUBLIC ART
- J** TRAFFIC SIGNAL (FINAL LOCATION TBD)
- K** SCULPTURAL ELEMENT (TBD)

LAKE STREET STREETScape IMPROVEMENTS

FOREST AVENUE SPECIALTY FEATURE - ALTERNATE B

OAK PARK, ILLINOIS

MAY 10, 2018



RAISED LETTER WITH POLISHED FINISH WITH BRUSHED FACE

ANTIQUED FINISH

15"

15"

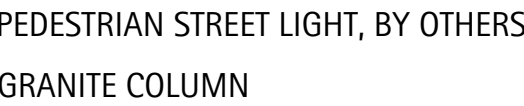
10"

6"

NOTES:

1. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR ALL SIGN LETTERING / BRONZE PANELS.
2. LETTERING TO BE BASED ON CAD FILE LAYOUT, WHICH WILL BE PROVIDED TO CONTRACTOR.

Bronze Panel Enlargement



NOTES:

1. INSTALL BLACK ELASTOMERIC CAULK AT JOINTS WHERE BLUESTONE MEETS BLACK GRANITE CURBS AND SEATWALLS AND AT ALL GRANITE JOINTS.
2. SEATWALL AND SIGNWALL SHALL BE INSTALLED PER "Seatwall - 20" Height (Granite)" DETAIL.
3. OVERALL FABRICATED HEIGHT OF SEATWALL TO BE 20" H, SIGNWALL TO BE 26" H, GRANITE COLUMNS TO BE 38" H. GRANITE PIECES TO BE INSTALLED 2" BELOW FINISH GRADE, TYP.
4. GRANITE TO BE MESABI BLACK THERMAL FINISH GRANITE FROM COLDSPRING GRANITE, FACES TO BE SPLIT, SAW CUT ALL OTHER SIDES, 3/4" BEVEL.. SEE PLAN FOR LENGTH.
5. GRANITE SIGNAGE WALL FACE TO BE SMOOTH TO RECEIVE BRONZE PANEL LETTERS.
6. INSTALLED BRONZE PANELS SHALL NOT STRADDLE TWO PIECES OF GRANITE SIGNAGE WALL.
7. CONTRACTOR TO COORDINATE GRANITE SIGNAGE WALL JOINTS AND BRONZE PANEL PLACEMENT FOR FIELD REVIEW BY THE ENGINEER.
8. ELECTRICAL CONNECTION FOR IN GROUND LED LIGHT AND (2) PEDESTRIAN LIGHTS INSTALLED UNDER SEPARATE CONTRACT. SEE ELECTRICAL PLANS FOR THE ALBION DEVELOPMENT.

1 Scale: 1/2"=1'-0"



CONTRACT

1. THIS CONTRACT is entered into this _____ day of July, 2019 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, an Illinois corporation with offices at 12416 South Harlem Ave., Suite 101, Palos Heights, Illinois 60463**, its executors, administrators, successors or assigns (hereinafter "Contractor") in an amount not to exceed \$204,500.
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 19-16, Lake and Forest Sidewalk Planter Installation ("Project");
 - b. Contractor's Proposal dated June 20, 2019; 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 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: _____, 2019

ATTEST:

By: Vicki Scaman
Its: Village Clerk

Date: _____, 2019

MYS, INCORPORATED

By:
Its:

Date: _____, 2019

ATTEST:

By:
Its:

Date: _____, 2019



CONTRACT BOND

MYS, Incorporated, an Illinois corporation with offices at 12416 South Harlem Ave., Suite 101, Palos Heights, Illinois 60463, as PRINCIPAL, and _____, as SURETY, is held and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of Two Hundred Four Thousand Five Hundred Dollars, and 00/100 (\$204,500.00), 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 _____ day of _____, 2019.

NAME OF PRINCIPAL

By: _____
Signature

By: _____
Printed Name

Its: _____
Title

Subscribed to and Sworn before me on the

_____ day of _____, 2019.

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the

_____ day of _____, 2019.

Notary Public



BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL

Project Name: Lake and Forest Granite Planter Installation

Project Number: 19-16

Location: VILLAGE OF OAK PARK, ILLINOIS
Lake Street and Forest Avenue

Submitted to the President and Board of Trustees

By: MYS, INCORPORATED
Contractor's Name

12416 SOUTH HARLEM AVE SUITE 101
Address

PALOS HEIGHTS, IL. 60463
City

LEGAL NOTICE

The Village of Oak Park will receive sealed proposals at the Office of the Village Engineer, 201 South Boulevard, Oak Park, Illinois 60302, until **10:00 a.m. on Thursday June 20, 2019** and at that time will be publicly opened and read aloud for the following Village Project: **19-16, Lake and Forest Granite Planter Installation**. In general, the improvements consist of furnishing and installing a granite curbed planter on a existing concrete base using a mortar setting bed, furnishing and installing decorative bronze panels with raised lettering on the granite curbed planter, filling curbed planter with planting soil mix, and all appurtenant work thereto. The contractor is not required to perform 50 percent of the total contract cost with the contractor's own organization.

Plans and proposal forms may be obtained from the office of the Village Engineer starting on Thursday, June 6, 2019 at 10:00 am. The Village of Oak Park reserves the right to issue plans and specifications only to those contractors deemed qualified. No bid documents will be issued after 4:00 p.m. on the working day preceding the date of bid opening.

The work to be performed pursuant to this Proposal is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*

THE VILLAGE OF OAK PARK

Bill McKenna
Village Engineer



Notice to Bidders

RETURN WITH BID

Time and Place of Opening of Bids

Sealed proposals for the improvement described below will be received at the Office of the Village Engineer, Monday through Friday, 8:30 A.M. to 4:00 P.M. at 201 South Boulevard, Oak Park, Illinois 60302 until **10:00 A.M. Thursday, June 6, 2019** at which time the proposals shall be publicly opened and read.

Description of Work

Name: Lake and Forest Granite Planter Installation

Location: Lake Street and Forest Avenue

Proposed Improvement: In general, the improvements consist of furnishing and installing a granite curbed planter on an existing concrete base using a mortar setting bed, furnishing and installing decorative bronze panels with raised lettering on the granite curbed planter, filling curbed planter with planting soil mix, and all appurtenant work thereto. The contractor is not required to perform 50 percent of the total contract cost with the contractor's own organization.

Bidders Instructions

1. Plans and proposal forms will be available in the Office of the Village Engineer, 201 South Boulevard, Oak Park, Illinois 60302. No plans will be issued to prospective bidders after 4 P.M. on the working day preceding the opening of bids. Proposals will not be accepted by the Village of Oak Park from Contractors who have failed to register with the Engineering Division of the Public Works Department as plan holders for this project.
2. At the bid opening, all proposals must be accompanied by a proposal guaranty in the amount of 5% of the bid amount. The proposal guaranty shall be in the form of a bid bond executed by a corporate surety company or a bank cashier's check.

3. The awarding authority reserves the right to waive technicalities and to reject any or all proposals as provided in Article 102.01 of the 2016 "Standard Specifications for Road and Bridge Construction," prepared by the Illinois Department of Transportation.
4. The work to be performed pursuant to this Proposal is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq.
5. The contractor is not required to perform 50 percent of the total contract cost with the contractor's own organization.
6. Bidders need not return the entire proposal when bids are submitted. Portions of the proposal that must be returned include the following:
 - a. Proposal Cover
 - b. Notice to Bidders
 - c. Contract Proposal (I)
 - d. Contract Schedule of Prices Form (II) (if required)
 - e. Proposal Bid Bond (III) (if required)
 - f. Contractor's Certification (IV)
 - g. Tax Compliance Affidavit (V)
 - h. Fair Employment Practices Affidavit of Compliance (VI)
 - i. Village of Oak Park EEO Report (VII)
 - j. Participation Statement
 - SCHEDULE C: Village of Oak Park Letter of Intent From MBE/WBE to Perform as a Subcontractor, Supplier, and/or Consultant
 - SCHEDULE D: Village of Oak Park M.WBE Participation

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

By Order of

RETURN WITH BID

Bill McKenna, Village Engineer



Proposal

RETURN WITH BID

Proposal of MVS, INCORPORATED for
the Project 19-16, Lake and Forest Granite Planter Installation as noted herein and the performance of
all appurtenant work thereto.

1. The plans for the proposed work are those prepared by The Lakota Group on June 6, 2019.
2. The specifications referred to herein are those prepared by the Department of Transportation and designated as 2016 "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications" there to, the "Standard Specifications for Water and Sewer Construction in Illinois", and the "Manual for Uniform Traffic Control Devices", adopted and in effect on the date of invitation of bids.
3. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Supplemental Specifications and Recurring Special Provisions" contained in this proposal.
4. The undersigned agrees to complete all work under this contract by October 25, 2019.
5. Accompanying this proposal is either a bid bond on the Village Bond form or a proposal guaranty check, complying with the specifications, made payable to the Village of Oak Park. The amount of the check is 10% Bid Bond (\$10% of Bid).
6. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the awarding authority.
7. Each pay item should have a unit price and a total price.
8. The unit price shall govern if no total price is shown or if there is a discrepancy between the results of unit price multiplied by the quantity.
9. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

11. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.
12. This Contract is subject to "An act regulating wages of laborers, mechanics, and other workers employed in any public works by the State, County, City or any other public body or any political subdivision or by anyone under contract for public works". (see Special Provision for details).

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

13. Proposal Guaranty Check:

Attach Cashier's Check or Certified Check Here

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

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

The proposal guaranty check will be found in the proposal for: Village of Oak Park

Project 19-16, Lake and Forest Granite Planter Installation

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

SCHEDULE OF PRICES

(For complete information covering these items, see plans and Special Provisions.)

ITEM NO.	PAY ITEM	QUANTITY	UNIT	UNIT PRICE - \$-	TOTAL PRICE - \$-
1	TRAFFIC CONTROL AND PROTECTION	1	L SUM	25,000.00	25,000.00
2	REMOVE TEMPORARY AGGREGATE FILL	10	CU YD	500.00	5,000.00
3	REMOVE AND RESET BLUESTONE PAVER	100	SQ FT	150.00	15,000.00
4	LAKE & FOREST GRANITE PLANTER INSTALLATION	1	EACH	135,000.00	135,000.00
5	PLANTER SOIL MIX	9	CU YD	500.00	4,500.00
6	MOBILIZATION	1	L SUM	20,000.00	20,000.00
TOTAL BID =					204,500.00

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

MYS, Inc.
12416 South Harlem Ave., Suite 101
Palos Heights, IL 60463

OWNER:

(Name, legal status and address)

Village of Oak Park
201 South Blvd.
Oak Park, IL 60302

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
801 Warrenville Road
Lisle, IL 60532
Mailing Address for Notices
1411 Opus Place, Suite 450
Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Lake and Forest Granite Planter Installation. Project No. 19-16

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of June, 2019


(Witness)

MYS, Inc.

(Principal)

By: 

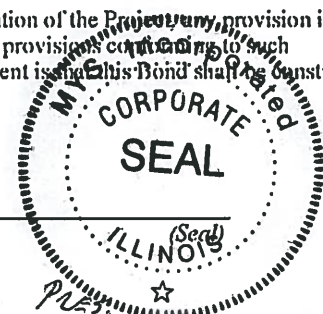
(Title)

Western Surety Company

(Surety)

By: 

(Title) Dawn L. Morgan Attorney-in-Fact



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

Dawn L. Morgan , Individually

of Downers Grove, 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 -

Surety Bond No.: Bid Bond
Principal: MYS, Inc.
Obligee: Village of Oak Park

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 27th day of February, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha }

ss

On this 27th day of February, 2018, 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

June 23, 2021



J. Mohr, 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 20th day of June, 2019.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

State of Illinois

County of DuPage

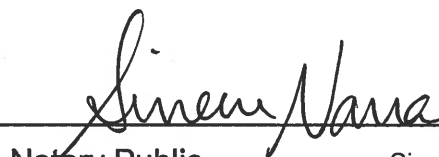
SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Sinem Nava Notary Public of DuPage County, in the State of Illinois,

do hereby certify that Dawn L. Morgan Attorney-in-Fact, of the Western Surety Company

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the Western Surety Company for the uses and purposes therein set forth.

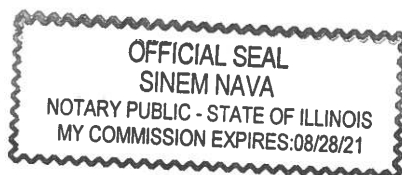
Given under my hand and notarial seal at my office in the City of Downers Grove in said County, this 20th day of June, 2019.



Notary Public

Sinem Nava

My Commission expires: August 28, 2021





IV

CONTRACTOR CERTIFICATIONS

- A. The undersigned hereby certifies that said vendor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park - Village Code relating to "Bidding Requirements".
- B. The individual or entity making the foregoing proposal of bid certifies that he/she is not barred from contracting with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the contract and allows the Municipality to recover all amounts paid to the individual or entity under the Contract in Civil action.
- C. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois and the Village of Oak Park, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.
- D. The undersigned firm certifies that it is in compliance with House Bill 3337 which creates a Drug Free Workplace Act for Illinois with an effective date of January 1, 1992.

Organization Name

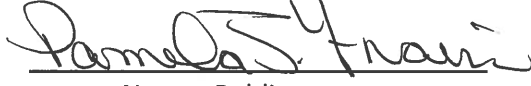
(Seal - If Corporation)

By: 
Authorized Signature

12416 S. HARLEM AVE PALOS HEIGHTS, IL 60463
Address

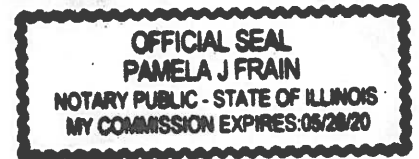
708-448-0983
Telephone

Subscribed and sworn to before me this 20TH day of JUNE, 2019.


Notary Public

In the State of ILLINOIS.

My Commission Expires: 5/28/2020



(Complete Applicable Paragraph Below)

(a) Corporation

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

MYS, INCORPORATED and is organized and existing
under the laws of the State of ILLINOIS

The full names of its Officers are:

President CURT M. VELNICK

Secretary CURT M. VELNICK

Treasurer CURT M. VELNICK



The corporation does have a corporate seal. (In the event that their proposal is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

RETURN THIS PAGE WITH BID

(b) Partnership

Name, Signature and Addresses of all Partners

The partnership does business under the legal name of

_____, which name is registered with

the office of _____ in the county of

_____.

(c) Sole Proprietor

The Vendor is a Sole Proprietor whose full name is

_____. If the Vendor is operating under

a trade name, said trade name is _____,

which name is registered with the office of _____

in the county of _____.

Signed: _____

Sole Proprietor

Owner and / or Company Officer Information:

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

Name	Title	SS#	Drivers License	State
CURT M. YELNICK	PRES.	XX-XX-3968	Y452-1134-7245	IL.
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

IV

CONTRACTOR'S CERTIFICATION

MYS, INCORPORATED, as part of its proposal on a contract for
(name of contractor)

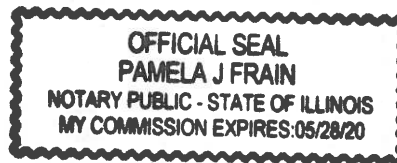
LAKE & FOREST GRANITE PLANTERS to the Village of Oak Park, hereby
(general description of item(s) proposal on)

certifies that said contractor is not barred from proposing on the aforementioned contract as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".

By: 
(Authorized Agent of Contractor)

Subscribed and sworn to
before me this 20th day of
JUNE, 2019.


Notary Public



RETURN THIS PAGE WITH BID

IV

CONTRACTOR'S CERTIFICATION (cont.)


MYS, INCORPORATED, as part of its proposal on a contract for
(name of contractor)

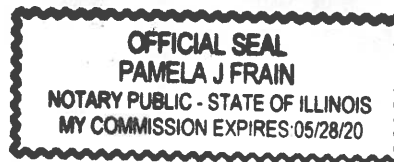
LAKE & FOREST GRANITE PLANTERS to the Village of Oak Park, hereby
(general description of item(s) proposal on)

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

By: CURT M. VELNICK 
(Authorized Agent of Contractor)

Subscribed and sworn to
before me this 20TH day of
JUNE, 2019.


Notary Public



RETURN THIS PAGE WITH BID

V

TAX COMPLIANCE AFFIDAVIT

CURT M. YELNICK, being first duly sworn, deposes and
says: that he/she is PRESIDENT of
(partner, officer, owner, etc.)
MYS, INCORPORATED
(contractor)

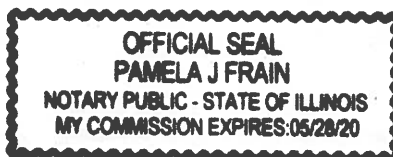
The individual or entity making the foregoing proposal or proposal certifies that he/she is not barred from contracting with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

Curt M. Yelnick CURT M. YELNICK
(Name of Contractor if the Contractor is an Individual)
(Name of Partner if the Contractor is a Partnership)
(Name of Officer if the Contractor is a Corporation)

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

Subscribed and sworn to this 20th day of JUNE, 2019.

Pamela J Frain
Notary Public





Minority Business and Women Business Enterprises Requirements:

The Village of Oak Park in an effort to reaffirm its policy of non-discrimination, encourages and applauds the efforts of contractors and subcontractors in taking affirmative action and providing Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

Reporting Requirements:

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

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

Disadvantaged Business Participation Reporting

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

VI

FAIR EMPLOYMENT PRACTICES
AFFIDAVIT OF COMPLIANCE

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

CURT M. YELNIK, being first duly sworn, deposes and says that
(name of person making the Affidavit)

PRESIDENT of MYS, INCORPORATED and that he/she
(Title or Office) (Name of Company)

has the authority to make the following affidavit; that he/she has the knowledge of the

Village of Oak Park Ordinance relating to Fair Employment Practices and knows and

understands the contents thereof; that he/she certifies hereby that MYS, INCORPORATED
(Name of

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

(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal

Executive Orders #11246 and #11375 which are incorporated herein by reference.

Curt M. Yelik

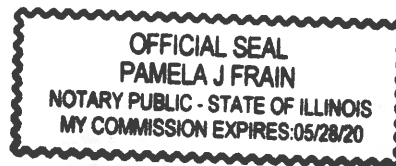
Subscribed and sworn to before

me this 20th day of

JUNE, 2019

Pamela J Frain

Notary Public



RETURN THIS PAGE WITH BID

VII

VILLAGE OF OAK PARK E.E.O. REPORT

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

1. Vendor Name: MYS, INCORPORATED
2. Check here if your firm is:

<input type="checkbox"/>	MBE
<input type="checkbox"/>	WBE
<input type="checkbox"/>	DBE
<input checked="" type="checkbox"/>	Non-MBE/WBE

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

3. What is the size of the firm's current stable work force?

<u>5</u>	Number of full-time employees
<u>2</u>	Number of part-time employees
4. Similar information will be requested of all subcontractors working on their contract. Forms will be furnished to the low responsible bidder or contractor with the notice of contract award, and these forms must be completed and submitted to the Village before the execution of the contract by the Village.

RETURN THIS PAGE WITH BID

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

Vendor Name MYS, INCORPORATED
Total Employees 7

Job Categories	Total Employee s	Total Males	Total Females	Males				Females				Total Minorities
				Black	Hispani c	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispani c	American Indian & Alaskan Native	Asian & Pacific Islander	
Officials & Managers	1		1									
Professionals	1	1										
Technicians												
Sales Workers												
Office & Clerical												
Semi-Skilled	2	2										
Laborers	3	3				3						3
Service Workers												
TOTAL	7	6	1		3							3
Management Trainees												
Apprentices												

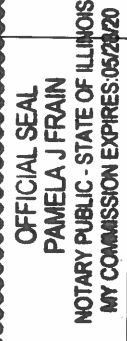
This completed and notarized report must accompany your bid. It should be attached to your Affidavit of Compliance. Failure to include it with your bid will be disqualify you from consideration.

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

Curt M. Yelnick being first duly sworn, deposes and says that he/she is the PRESIDENT
(Name of Person Making Affidavit) (Title or Officer)
of MYS, INCORPORATED and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this 20th day of JUNE, 2019.

Pamela J. Frain 6/20/19
(Signature) (Date)



RETURN THIS PAGE WITH BID

Participation Statement

(1) Instructions

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

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

SCHEDULE C:

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

M/WBE Firm: _____ Contract #: _____

Address: _____ City/State/Zip: _____

Contact Person: _____ Phone: _____ Fax: _____

Certification Expiration Date: _____ Race/Gender: _____

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

☐ No ☐ Yes – Please attach explanation.

Proposed Subcontractor: _____

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

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

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

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

Signature (M/WBE) Signature (Prime Bidder/Proposer)

Print Name Print Name

Firm Name Firm Name

Date Date

Subscribed and sworn before me this _____ day of _____, 20____,

Signature of Notary Public (SEAL)

My Commission expires on _____

RETURN THIS PAGE WITH BID

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

Contract #: _____ Contract Value: \$ _____

Contact Person: _____ Phone: _____ Fax: _____

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

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

Finance Department

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

PHONE: 708.358.5460, FAX: 708.358.5105.

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

Signed Name and Title (Print)

Firm Name (Print) Firm Address (Print)

Phone Fax City/State/Zip

SUBSCRIBED AND SWORN before me this _____ day of _____, 20__

Signature of Notary Public

(SEAL)

RETURN THIS PAGE WITH BID

**SCHEDULE D:
M/WBE PARTICIPATION AFFIDAVIT**

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

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

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

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

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

RETURN THIS PAGE WITH BID

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

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

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

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

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

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

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

Signature of Notary Public

(SEAL)

Commission Expires: _____

RETURN THIS PAGE WITH BID



CONTRACT

1. THIS CONTRACT is entered into this _____ day of _____, 2019 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 _____, its executors, administrators, successors or assigns (hereinafter "Contractor") in an amount not to exceed \$_____.
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 19-16, Lake and Forest Granite Planter Installation ("Project");
 - b. Contractor's Proposal dated _____, 2019; 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 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

CONTRACTOR'S NAME

By: _____
Its: Cara Pavlicek
Village Manager

Date: _____, 2019

ATTEST:

By: _____
Its: Vicki Scaman
Village Clerk

Date: _____, 2019

By: _____
Its: _____

Date: _____, 2019

ATTEST:

By: _____
Its: _____

Date: _____, 2019



CONTRACT BOND

_____, an _____ corporation with offices at _____, as PRINCIPAL, and _____, as SURETY, is held and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of _____ Dollars, and ___/100 (\$_____), 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 ____ day of _____, 2019.

NAME OF PRINCIPAL

By: _____
Signature

By: _____
Printed Name

Its: _____
Title

Subscribed to and Sworn before me on the

_____ day of _____, 2019.

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the

_____ day of _____, 2019.

Notary Public



SPECIAL PROVISIONS

General Requirements: The contract and work shall be carried out in conformance with the Ordinances of the Village of Oak Park, the attached Plans and Special Provisions, and the Illinois Department of Transportation "Standard Specifications for the Road and Bridge Constructions," Adopted April 1, 2016 (hereinafter referred to as the "Standard Specifications"), the "Supplemental Specifications and Recurring Special Provisions," adopted January 1, 2019 (as indicated on the check sheet included herein), the "Standard Specifications for Traffic Control Items", and the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids. Plan notes shall take precedence over specifications. Special Provisions are supplemental to said specifications, and in case of conflict with any part or parts of said specifications, said special provisions shall take precedent and shall govern.

Completion of Contract: All work, as specified under this contract, shall be completed by **October 25, 2019**.

Alterations, Omissions and Extra Work: The Village reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work, as may be deemed necessary.

Project 19-16

**Lake and Forest
Granite Planter Installation**

Special Provisions

LEGAL NOTICE

The Village of Oak Park will receive sealed proposals at the Office of the Village Engineer, 201 South Boulevard, Oak Park, Illinois 60302, until **10:00 a.m. on Thursday June 20, 2019** and at that time will be publicly opened and read aloud for the following Village Project: **19-16, Lake and Forest Granite Planter Installation**. In general, the improvements consist of furnishing and installing a granite curbed planter on a existing concrete base using a mortar setting bed, furnishing and installing decorative bronze panels with raised lettering on the granite curbed planter, filling curbed planter with planting soil mix, and all appurtenant work thereto. The contractor is not required to perform 50 percent of the total contract cost with the contractor's own organization.

Plans and proposal forms may be obtained from the office of the Village Engineer starting on Thursday, June 6, 2019 at 10:00 am. The Village of Oak Park reserves the right to issue plans and specifications only to those contractors deemed qualified. No bid documents will be issued after 4:00 p.m. on the working day preceding the date of bid opening.

The work to be performed pursuant to this Proposal is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*

THE VILLAGE OF OAK PARK

Bill McKenna
Village Engineer

Project No. 19-16 Lake and Forest Granite Planter Installation

				Bid Opening	6/20/2019
COMPANY NAME	MBE	WBE	NON	Bid Amount	Notes :
MYS, Incorporated			x	\$204,500.00	Low Responsible Bidder
W R Weis, Inc.					1
Note # 1 = Company is a subcontractor					6/24/2019 22:44