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Regular Village Board meetings are held at 7:30 p.m., the first and third Mondays of each month in Council Chambers of Village Hall, 123 Madison St. When a regular meeting falls on a holiday, the meeting typically is held the following night. The Village Board also meets in special sessions, usually on the second and fourth Monday. However, dates and times of special meetings can vary and may change.

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<b>File #:</b>	RES 19-220	<b>Name:</b>	
<b>Type:</b>	Resolution	<b>Status:</b>	Passed
		<b>In control:</b>	President and Board of Trustees
<b>On agenda:</b>	7/8/2019	<b>Final action:</b>	7/8/2019
<b>Title:</b>	A Resolution Approving a Contract with Era - Valdivia Contractors, Inc. for Project 19-14, Bridge Rehabilitation Improvements, in an Amount not to Exceed \$517,300, Authorizing its Execution and Directing Staff to Prepare a Budget Amendment in the Amount of \$137,996		
<b>Attachments:</b>	1. <a href="#">Resolution 19-14 Bridge Repairs Era-Valdivia</a> , 2. <a href="#">Contract and Bond 19-14 Bridge Repairs</a> , 3. <a href="#">Proposal Era-Valdivia 2019 Bridge Repairs</a> , 4. <a href="#">Bid Summary 19-14 Bridge Repairs</a>		

[History \(1\)](#)
[Text](#)

#### Submitted By

Bill McKenna, Village Engineer

#### Reviewed By

LKS

#### Agenda Item Title

**A Resolution Approving a Contract with Era - Valdivia Contractors, Inc. for Project 19-14, Bridge Rehabilitation Improvements, in an Amount not to Exceed \$517,300, Authorizing its Execution and Directing Staff to Prepare a Budget Amendment in the Amount of \$137,996**

#### Overview

The Village received four competitive bids for the Bridge Rehabilitation Improvement Project. The project consists of repairs on the bridges over I-290 at Home and East Avenues for patching bridge pavements and replacing failed joints, including installing protective shielding under the bridges to

protect traffic on I-290 and trains from falling debris. The low responsible bid for the base scope of work was submitted by Era - Valdivia Contractors, Inc. in an amount of \$517,300.

**Recommendation**

Approve the Resolution

**Staff Recommendation**

Approve the Resolution.

**Fiscal Impact**

There is currently only \$379,304 available for the construction of this project in the FY2019 Budget Capital Improvement Fund, Public Works-Engineering, for Local Street Construction account no. 3095-43780-101-570951.

Staff is recommending using Fund Balance to cover the additional \$137,996 needed for this project as both the Home Avenue and East Avenue bridge pavements are in very bad condition and should be patched with this project. Staff will include a Budget Amendment to transfer the \$137,996 from Fund Balance to the Capital Improvement Fund, Public Works-Engineering, for Local Street Construction account no. 3095-43780-101-570951 at the next quarterly Budget Amendment.

**Background**

The Village has maintenance responsibility of the bridge decks for the bridges at Home, Oak Park, East, and Lombard Avenues as well as the west half of Austin Boulevard. The project is for repairs and improvements to the bridges over I-290 at Home Avenue and East Avenue. The repair work under this contract is meant to address the most immediate repair needs which include patching the deck on the Home Avenue pedestrian bridge, pavement patching including roadway and sidewalks and ADA improvements on the East Avenue bridge, replacing failed joints on the East Avenue bridge, and installing protective lagging (wood shielding) under the East Avenue bridge to protect drivers on I-290 and railroads from falling debris.

The project included bid alternatives for patching Lombard Avenue Bridge and for installing lagging under Oak Park Avenue over I-290 which was a request from IDOT following falling concrete this spring. The cost for Lombard Avenue patching is \$66,432 and the cost for installing lagging under the Oak Park Avenue Bridge is \$90,800. Due to lack of available funds staff is recommending not awarding this scope and including funds in the recommended 2020 Budget for this work.

Work on Home Avenue is scheduled to be completed in early fall. Work on East Avenue is anticipated to last into the spring of 2020 due to typical timelines for obtaining final authorizations from CTA and CSX to work on their property. There will be overnight work for any construction and installation of protective shielding under the bridges which require lane closures on I-290 and with certain activities over active rail lines for CTA.

**Alternatives**

The alternative to this recommendation could be to delay action to gain additional information.

**Previous Board Action**

At the March 18, 2019 regular meeting the Village Board approved a Professional Services Agreement with BLA, Inc. for Design and Construction Engineering for the 19-14 Bridge Deck Repair Project at Home, East, and Lombard Avenues, in an Amount Not To Exceed \$135,696

**Citizen Advisory Commission Action**

N/A.

**Anticipated Future Actions/Commitments**

Staff will include a Budget Amendment to transfer the \$137,996 from Fund Balance to the Capital Improvement Fund, Public Works-Engineering, for Local Street Construction account no. 3095-43780-101-570951 at the next quarterly Budget Amendment.

**Intergovernmental Cooperation Opportunities**

None at this time.

## RESOLUTION

**A RESOLUTION APPROVING A CONTRACT WITH ERA – VALDIVIA CONTRACTORS, INC. FOR PROJECT 19-14, BRIDGE REHABILITATION IMPROVEMENTS, IN AN AMOUNT NOT TO EXCEED \$517,300, AUTHORIZING ITS EXECUTION AND DIRECTING STAFF TO PREPARE A BUDGET AMENDMENT IN THE AMOUNT OF \$137,996**

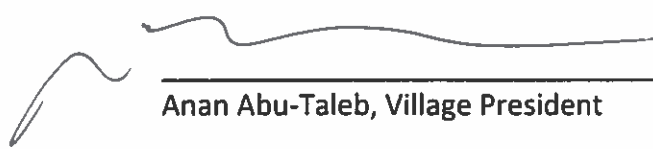
**BE IT RESOLVED** by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, in the exercise of their home rule powers, that the Contract with Era – Valdivia Contractors, Inc., with offices in Chicago, Illinois for Project No. 19-14, Bridge Rehabilitation Improvements, is approved in an amount not to exceed \$517,300, the Village Manager is authorized to execute the Contract in substantially the form attached and staff is directed to prepare a budget amendment in the amount of \$137,996.

**THIS RESOLUTION** shall be in full force and effect immediately after its passage and approval as provided by law.


**ADOPTED** this 8<sup>th</sup> day of July, 2019, pursuant to a roll call vote as follows:

Voting	Aye	Nay	Abstain	Absent
President Abu-Taleb	✓			
Trustee Andrews	✓			
Trustee Boutet	✓			
Trustee Buchanan	✓			
Trustee Moroney	✓			
Trustee Taglia	✓			
Trustee Walker-Peddakotla	✓			

**APPROVED** this 8<sup>th</sup> day of July, 2019.

  
Anan Abu-Taleb, Village President

**ATTEST**


  
Vicki Scaman, Village Clerk

CONTRACT

1. THIS CONTRACT is entered into this 10 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 Era – Valdivia Contractors, Inc., an Illinois corporation with offices at 11909 S. Avenue O, Chicago, Illinois 60617, its executors, administrators, successors or assigns (hereinafter "Contractor") in an amount not to exceed \$517,300.
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 19-14, Bridge Rehabilitation Improvements ("Project");
  - b. Contractor's Proposal dated June 27, 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: 7/10, 2019

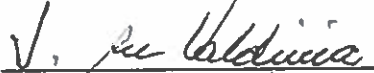
ATTEST:



By: Vicki Scaman  
Its: Village Clerk

Date: 7/10, 2019

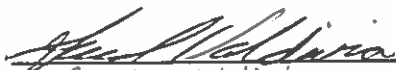
ERA – VALDIVIA CONTRACTORS, INC.



By: Jose G. Valdivia  
Its: President

Date: 7-23-19, 2019

ATTEST:

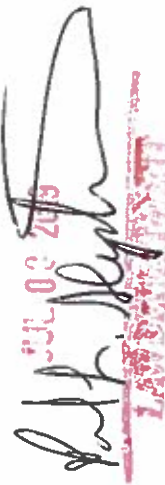


By: Saul Valdivia  
Its: Secretary

Date: 7-23-19, 2019

REVIEWED AND APPROVED

ASTORIA

  
JUL 23 2019  
147 617



Bond No. 2556572

CONTRACT BOND

Era – Valdivia Contractors, Inc., an Illinois corporation with offices at 11909 S. Avenue O, Chicago, Illinois 60617, as PRINCIPAL, and Great American Insurance Company 301 E. 4th St. Cincinnati, OH 45202, as SURETY, is held and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of Five Hundred Seventeen Thousand Three Hundred Dollars, and 00/100 (\$517,300.00), 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 July, 2019.

NAME OF PRINCIPAL Era Valdivia Contractors, Inc.

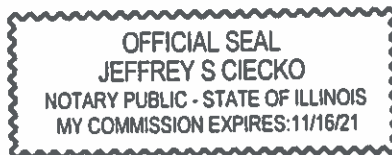
By: J. M. Valdivia  
Signature

By: Jose G Valdivia  
Printed Name

Its: President  
Title

Subscribed to and Sworn before me on the

12th day of July, 2019.  
[Signature]  
Notary Public Jeffrey S. Ciecko



NAME OF SURETY Great American Insurance Company

By: Stephanie C. Anderson  
Signature of Attorney-in-Fact Stephanie C. Anderson

Subscribed to and Sworn before me on the

12th day of July, 2019.  
[Signature]  
Notary Public Jeffrey S. Ciecko



**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than **FOUR**

No. 0 20195

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
PETER S. FORKER	ALL OF	ALL
JEFFREY S. CIECKO	CHICAGO, ILLINOIS	\$100,000,000
TAMMY L. WHICKER		
STEPHANIE C. ANDERSON		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 5TH day of APRIL, 2019.

Attest

GREAT AMERICAN INSURANCE COMPANY



*Steph C. B.*

Assistant Secretary

*Mark V. Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 5TH day of APRIL, 2019,

MARK VICARIO (877-377-2405)

before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**Susan A. Kohorst**  
Notary Public, State of Ohio  
My Commission Expires 06-16-2020

*Susan A. Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

12th day of July 2019



*Steph C. B.*

Assistant Secretary