





# InterOffice Memo

**To:** William T. Lichter – Village Manager  
**Through:** Wesley B. Anderson, – Director of Public Works  
**From:** David A. Dratnol, P.E. – Village Engineer  
**Date:** October 25, 2006  
**Subject:** Railroad Safety Buffer Fence Project  
 Project Number: M-07-04

The Railroad Safety Buffer Fence Project consists of the installation of approximately 1,500 feet of Montage Plus, Genesis Style fence. The fence will be in 6-foot high, 8-foot wide panels with 3-rails and will have 2-1/2" posts and 3/4" pickets with flat tops. The fence will be installed along the south side of the Union Pacific right-of-way from the private property fence at 132 Western Avenue to the Village limits on Westmore Avenue. The project also includes two (2) 12-foot wide double-swing gates. There are two additive items to the base proposal. Additive One adds four (4) single walk gates and an additional 100 feet of fence to allow for perpendicular cut-offs from the proposed fence to existing private property fences. Additive Two adds one (1) 12-foot wide double-swing gate and an additional 250 feet of fence for the area along the north side of the Union Pacific right-of-way, from the private property fence on 705 Prairie Avenue to the Village limits on Westwood Avenue. Request for proposals were sent to three fence contracting companies. Proposals were received on October 25, 2006. The results are listed below:

Company	Base Proposal	Additive 1	Additive 2	Total: Base +Add 1+ Add 2
Peerless Fence	\$62,040.00	\$7,280.00	\$11,330.00	\$80,650.00
Midwest Fence	\$90,306.00	\$6,554.00	\$14,803.00	\$111,663.00
The Fence Store	\$65,375.00	\$5,065.00	\$10,662.50	\$81,102.50
<b>Engineer's Estimate</b>	<b>\$75,000.00</b>			

Base Proposal = 1,500 feet of specified fence in the southern Union Pacific ROW, from Village limits at Westmore Avenue to private fence west of Chase Avenue (address of building is 132 Western Avenue), plus two double swing drive gates.

Additive 1 = 100 feet of specified fence and 4 single walk gates to provide perpendicular extensions from the proposed fence to the existing fences that are located on private property, thus eliminating a thoroughfare between the fences.

Additive 2 = 250 feet of specified fence and one double swing drive gate for the area on the north side of the Union Pacific tracks, in Union Pacific ROW, from the Village limits on Westwood Avenue to the private property fence at 705 Prairie Avenue.

Based on references of similar projects, personnel and proposed price, staff recommends award of contract to Peerless Fence, Inc. of West Chicago. Peerless Fence has worked directly for the Village on other jobs over the past eight years and performed satisfactorily. Most recently, Peerless Fence completed the rehabilitation of the decorative fence along the east side of Finley Road, near Foxworth Boulevard.

Staff is recommending award of contract to Peerless Fence. The Board also needs to decide if they want to include Additive One and/or Additive 2 to this project. Please present this agreement and resolution to the President and Board of Trustees for their review at their regular meeting of November 2, 2006. If approved, please have both signed copies returned to Public Works Engineering for further processing.

**RESOLUTION**  
R \_\_\_\_\_ 06

**A RESOLUTION AUTHORIZING SIGNATURE OF  
PRESIDENT AND CLERK ON AN AGREEMENT**

**WHEREAS**, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard, and Peerless Fence, Inc. regarding the Railroad Safety Buffer Fence Project as attached hereto and marked Exhibit "A"; and

**WHEREAS**, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

**SECTION 1:** That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said agreement as attached hereto.

**SECTION 2:** That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2006.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Approved this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
**William J. Mueller**  
**Village President**

ATTEST:

\_\_\_\_\_  
**Brigitte O'Brien**  
**Village Clerk**

APPROVAL AS TO FORM:

\_\_\_\_\_  
**Thomas P. Bayer**  
**Village Attorney**

## VILLAGE OF LOMBARD CONTRACT

### CONTRACT DOCUMENT NUMBER M-07-04

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2006, between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as the "Village" and Peerless Fence, Inc. hereinafter referred to as the "Contractor" and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the contract documents:

The proposed work is officially known as "RAILROAD SAFETY BUFFER FENCE PROJECT". The Railroad Safety Buffer Fence Project consists of the installation of approximately 1,500 feet of Montage Plus, Genesis Style fence. The fence will be in 6-foot high, 8-foot wide panels with 3-rails and will have 2-1/2" posts and 3/4" pickets that will have flat tops. The fence will be installed in a continuous line along the south side of the Union Pacific right-of-way from the private property fence at 132 Western Avenue to the Village limits on Westmore Avenue. The project also includes two (2) 12-foot wide double-drive gates. There are two bid additives. Bid Additive One adds four (4) single walk gates and an additional 100 feet of fence to allow for perpendicular cut-offs from the proposed fence to existing private property fences. Bid Additive Two adds one (1) 12-foot wide double-swing gate and an additional 250 feet of fence for the area along the north side of the Union Pacific right-of-way, from the private property fence on 705 Prairie Avenue to the Village limits on Westwood Avenue. All spoils will be removed from the site. A contract bond and Railroad Protective Liability Insurance are required.

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
  - a. Contract Document Number M-07-04 for RAILROAD SAFETY BUFFER FENCE PROJECT, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Request for Proposals on Contract Document Number M-07-04 - Legal Notice
    - iv) General Provisions
    - v) Special Provisions
    - vi) Map Sheets
  - b. The Contractor's Proposal Dated: October 25, 2006
  - c. Required Performance and Payment Bonds and Certificate(s) of Insurance
  - d. Executed Certification Form.
2. The Village agrees to pay, and the Contractor agrees to accept as full payment as shown on the Contractor's Proposal made a part hereof, subject to additions and deletions as agreed to by the parties hereto.
3. The Contractor shall commence work under this Contract upon written Notice to Proceed from the

Village and shall complete work on this project within twenty-one (21) calendar days from the date of the Notice to Proceed. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation.

- 4. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. The Village shall not issue final payment nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
- 5. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by William J. Mueller, Village President, and the Contractor have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_ 2006.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign.

\_\_\_\_\_  
Print Company Name

Individual or Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
By

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
By

\_\_\_\_\_  
Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
William J. Mueller, Village President

Attest:

\_\_\_\_\_  
Brigitte O'Brien, Village Clerk

**VILLAGE OF LOMBARD**

**CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_, a company organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Illinois as Principal and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with authority to do business in the State of Illinois, as Surety, are now held and firmly bound unto the Village of Lombard, State of Illinois in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) lawful money of the United States, well and truly to be paid unto said Village for the payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas the said Principal has entered into a written contract with the Village of Lombard, acting through the President and Board of Trustees of said Village, dated \_\_\_\_\_, 2006, for the construction of the work designated:

**RAILROAD SAFETY BUFFER FENCE PROJECT**

in Lombard, Illinois which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said 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, and has further agreed to guaranty and maintain said work for a one (1) year period following final payment to such Principal, and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation from whom any such labor, materials, apparatus, fixtures or machinery was 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 said Principal shall well and truly perform said work in accordance with the terms of said contract and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work and shall commence and complete the work within the time prescribed in said 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 the performance thereof and until the said work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then upon the final payment by the Village to said Principal under said contract, the amount of this bond shall be reduced to ten percent (10%) of the amount set forth on the first page hereof for a period of one (1) year; otherwise to remain in full force and effect.

NOW, THEREFORE, if the said Principal shall well and truly perform said guaranty and maintenance work in accordance with the terms of said contract for said one (1) year period after final payment and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of performing such guaranty and maintenance work and shall commence and complete the guaranty and maintenance work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such guaranty and maintenance work during the time of the performance thereof and until the said guaranty and maintenance work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2006.

VILLAGE OF LOMBARD

BY: \_\_\_\_\_  
Village President

ATTEST: \_\_\_\_\_  
Village Clerk

IN WITNESS WHEREOF, We have duly  
executed the foregoing Obligation this  
\_\_\_\_ day of \_\_\_\_\_, 2006.

PRINCIPAL: \_\_\_\_\_

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

SURETY: \_\_\_\_\_

BY: \_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
Attorney in Fact

BY: \_\_\_\_\_

(SEAL)



**APPENDIX 2**  
**VILLAGE OF LOMBARD**  
**CONTRACTOR'S CERTIFICATION**

\_\_\_\_\_, having been first duly sworn depose and states as follows:  
(Officer or Owner of Company)

\_\_\_\_\_, having submitted a proposal for:  
(Name of Company)

RAILROAD SAFETY BUFFER FENCE PROJECT to the Village of Lombard, hereby certifies that said Contractor:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
  - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate revenue Act; or
  - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that \_\_\_\_\_  
(Name of employee/driver or "all employee drivers")  
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

By: \_\_\_\_\_  
Authorized Agent of Contractor

Subscribed and sworn to  
before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public