

**VILLAGE OF LOMBARD  
REQUEST FOR BOARD OF TRUSTEES ACTION  
For Inclusion on Board Agenda  
Bids and Proposals**

TO: President and Village Board of Trustees  
 FROM: Scott R. Niehaus, Village Manager  
 DATE: April 13, 2016 MEETING DATE: May 5, 2016  
 TITLE: FY 2016 Concrete Flatwork  
 Project Number RM 15, 16, 19 & 25  
 SUBMITTED BY: Dave P. Gorman, P.E., Assistant Director of Public Works <sup>08</sup>

**RESULTS:**

Date Bids Were Published 3/18/2015 Bidding Closed 4/01/2015  
 Total Number of Bids Received 7  
 Bid Security Required  X  Yes   No  
 Performance Bond Required  X  Yes   No  
 Were Any Bids Withdrawn   Yes  X  No  
 Explanation:  
 Waiver of Bids Requested?  X  Yes   No  
 If yes, explain: Extension of MPI contract  
 Award Recommended to Lowest  X  Yes   No  
 Responsible Bidder?  
 If no, explain:

**FISCAL IMPACT:**

Engineer's estimate/budget estimate \$225,000.00/ \$225,000.00  
 Amount of Award \$225,000.00

Parkway Restoration:	\$70,000.00	Capital Project Fund	RM 19
Deteriorated Sidewalk:	\$10,000.00	Capital Project Fund	RM 16
Deteriorated Sidewalk:	\$10,000.00	Resident Contribution	
Trip Hazard Repairs:	\$85,000.00	Capital Project Fund	RM 15
Curb Program:	\$50,000.00	Capital Project Fund	RM 25

**BACKGROUND/RECOMMENDATION:**

Please refer to memo describing terms of MPI Concrete Flatwork Contract Documents, page 7.

Has Recommended Bidder Worked for Village Previously  X  Yes   No  
 If yes, was quality of work acceptable  X  Yes   No  
 Was item bid in accordance with Public Act 85-1295?  X  Yes   No  
 Waiver of bids - Public Act 85-1295 does not apply  X  Yes   No

**REVIEW** (as needed):

Village Attorney XX \_\_\_\_\_ Date \_\_\_\_\_  
 Finance Director XX \_\_\_\_\_ Date \_\_\_\_\_  
 Village Manager XX \_\_\_\_\_ Date \_\_\_\_\_

**NOTE: All materials must be submitted to and approved by the Village Manager's Office by 4:30 pm, Wednesday, prior to the Board Agenda distribution.**

## Interoffice Memo

**To:** Scott R. Niehaus, Village Manager  
**Through:** Carl S. Goldsmith, Director of Public Works *CS*  
**From:** David P. Gorman, P.E., Assistant Director of Public Works  
**Date:** April 13, 2016  
**Subject:** FY 2016 Concrete Flatwork  
 Project Number: RM 15, 16, 19 & 25

The purpose of the Driveway Apron, Curb and Sidewalk Restoration Program is to address deteriorated and damaged sections of pavement, sidewalk, curb and parkway damaged by utility digs. The program is comprised of the following categories: Parkway Restoration, Deteriorated Sidewalk (50/50 Program), Trip Hazard Repairs and the Curb Replacement Program.

This contract was bid through a joint purchase process developed by communities in the DuPage region. The process is based off of the Municipal Partnering Initiative (MPI) that has been successfully implemented in the northern suburbs. The MPI process has one community serve as the lead agency (Burr Ridge) for the purposes of bidding the contract. Participating agencies were: Burr Ridge, Downers Grove, Lombard, Woodridge and Villa Park.

Budget:

<i>Capital Project Fund</i>	<i>Amount</i>
RM PROG 15 – Trip Hazard Repairs	\$85,000.00
RM PROG 16 – Deteriorated Sidewalk (Village Portion 50-50)	\$10,000.00
RM PROG 16 – Deteriorated Sidewalk (Resident Portion 50-50)	\$10,000.00
RM PROG 19 – Parkway Restoration	\$70,000.00
RM PROG 25 – Curb Program	\$50,000.00
<b>Budget</b>	<b>\$225,000.00</b>

MPI Concrete Flatwork bids were received and opened at 10:00 a.m. on April 1, 2015, by the Village of Burr Ridge. Strada Construction was lowest responsive and responsible bidder.

Per the terms of the MPI Concrete Flatwork Contract Documents, page 7- “The term of this contract shall be one (1) year from the date of first award, with two optional one (1) year renewals at the contract unit prices established as part of the initial term. At the end of the of the first-year term, and again at the end of the second-year term, the term of the contract may be extended upon mutual written consent by the Municipality and the Contractor within ninety (90) days following the expiration of the current term...”

Recommendations:

Work will be performed on a work order basis and as needed. Public Works, Engineering Division recommends awarding this contract to Strada Construction Co. of Addison, IL in the amount of \$225,000.00.

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on May 5, 2016. If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.

# VILLAGE OF LOMBARD

## CONTRACT

### CONTRACT DOCUMENT NUMBER RM 15, 16, 19 & 25

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2016, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Strada Construction Co. (hereinafter referred to as the "Contractor") and their respective 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:

#### FY 2016 DRIVEWAY APRON AND SIDEWALK RESTORATION PROGRAM

1. This contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
  - a. FY 2016 DRIVEWAY APRON AND SIDEWALK RESTORATION PROGRAM incorporates MPI Concrete Flatwork, dated April 1, 2015. The Village Board approved the Village portion of the MPI Flatwork contract on May 7, 2015 (Legistar # 150186), and is exercising first year of a potential two (2) year extension.
    - i) Cover Sheet;
    - ii) Notice to Bidders on Contract Document Concrete Flatwork - Legal Notice;
    - iii) Schedule of Prices;
    - iv) General Terms and Conditions;
    - v) Labor Statutes, Records and Rates;
    - vi) Technical Terms and Conditions;
    - vii) Municipality References;
    - viii) Disqualification of Certain Bidders;
    - ix) Anti-Collusion Affidavit and Contractor's Certification;
    - x) Conflict of Interest;
    - xi) Tax Compliance Affidavit;
    - xii) Sub-Contractor Information;
    - xiii) Participation Affidavit;
    - xiv) Addenda;
    - xv) Appendix B –Technical Specifications;
    - xvi) Strada Construction Co. letter dated March 21, 2016 (see attached) - agreement to honor unit prices from last year's MPI contract.
  - b. The Contractor's Bid Proposal Dated: April 1, 2015 (see attached)
  - c. Required Performance and Payment Bonds and Certificate(s) of Insurance

2. The Village agrees to pay, and the Contractor agrees to accept as full payment the amount as shown on the Contractor's Bid Proposal, which is made a part hereof, subject to such 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 under this contract on or before September 30, 2016. Time is of the essence in regard to this Contract, and the Contractor agrees to achieve completion within the time permitted 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 to the Contractor under 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 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, and the Contractor have each hereunto caused this Contract to be executed by their respective duly authorized representatives this \_\_\_\_ day of \_\_\_\_ 2016.

If an individual or partnership, the individual or all partners shall sign or, if a corporation, an officer(s) duly authorized shall sign.

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

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

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

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

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Village President

Attest: \_\_\_\_\_  
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 5/05/2016, for the construction of the work designated:

#### **FY 2016 DRIVEWAY APRON AND SIDEWALK RESTORATION PROGRAM**

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.

Legistar # 160171

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

\_\_\_\_\_, 2016.

\_\_\_\_ day of \_\_\_\_\_, 2016.

IN WITNESS WHEREOF, We have duly

executed the foregoing Obligation this

VILLAGE OF LOMBARD

PRINCIPAL:

\_\_\_\_\_

BY: \_\_\_\_\_  
Keith Giagnorio, Village President

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

ATTEST:  
  
\_\_\_\_\_  
Sharon Kuderna, Village Clerk

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

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

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

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

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

(SEAL)

# *Strada* Construction Co.

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1742 W. Armitage Court Addison, IL 60101 ♦ 630-627-3800 ♦ 630-627-3819 Fax

March 21, 2016

David A. Trais  
Village of Lombard  
255 E. Wilson Ave.  
Lombard, IL 60148

RE: 2016 Driveway Apron, Curb and Sidewalk Restoration Program  
2<sup>nd</sup> Year Extension

This letter is to confirm that we are in agreement to honor our unit prices from last year's contract. We will perform the work in a similar manner as we did in past years with work orders. The work will consist of approximately the same dollar value as last year's contract, pending Village Board approval. We understand that the contract will need to be approved by the Village Board and that quantities will be forthcoming.

We appreciate the opportunity to work with the Village of Lombard again and look forward to commencing work on this project.

Sincerely,



Antonio DiPaola  
President

MAR 21 2016

**SCHEDULE OF PRICES**

Village of Burr Ridge  
 451 Commerce Street  
 Burr Ridge, IL 60527  
 Local

**SUBMISSION INFORMATION:**  
 BID OPENING DATE: April 1, 2015  
 TIME: 10:00 A.M.

LOCATION: Village Hall

**INVITATION TO BID CONTRACTOR INFORMATION**

Company Name: STRADA CONSTRUCTION CO  
 Address: 1742 W. ARMITAGE CT  
 City, State, Zip Code: ADDISON, IL 60101

**CONCRETE FLATWORK**

per the specifications identified herein

#	ITEM	UNIT	QNTY	UNIT PRICE	TOTAL PRICE
1	TRAFFIC CONTROL & PROTECTION FOR TEMPORARY DETOUR	EACH	1	500	500
2	ARROW BOARD	CAL DAY	6	100	600
3	P.C.C. PAVEMENT PATCH CL B (7")	SY	10	72.00	720
4	P.C.C. PAVEMENT PATCH, CL C (9")	SY	10	72.00	720
5	P.C.C. DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT (6")	SY	440	63.00	27,720
6	P.C.C. DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT (8")	SY	150	45.00	6750
7	P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (5-6")	SF	51,400	6.83	351,062
8	P.C.C. SIDEWALK, 5", REMOVAL AND REPLACEMENT (COLORED)	SF	1,600	13.00	20,800
9	P.C.C. SIDEWALK, 5"	SF	3,210	5.50	17,655
10	COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (MB.12, 86.12, 86.18)	FOOT	2,620	23.00	60,260
11	COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (86.24)	FOOT	100	24.00	2400
12	DETECTABLE WARNING FIELDS	SF	702	16.00	11,232
13	REINFORCEMENT BARS, EPOXY COATED - TWO CONTINUOUS NO. 5	FOOT	100	1.00	100
14	AGGREGATE BASE COURSE, TYPE B, 4-INCH	SY	1,417	5.00	7085
15	AGGREGATE BASE COURSE, TYPE B, 2-INCH	SY	150	3.00	450
16	REMOVE AND REPLACE BRICK PAVERS	SF	60	15.00	900
17	W, MH, INLET, CB TO BE ADJUSTED	EACH	13	100	1300
18	EARTH EXCAVATION	CY	220	27.00	5940
19	NON-SPECIAL WASTE DISPOSAL	CY	35	1.00	35
20	HMA CL D PATCH, T1, 9"	SY	60	70.00	4200
21	AGGREGATE FOR TEMPORARY ACCESS	TON	75	1.00	75
22	TREE ROOT PRUNING	EACH	50	1.00	50
23	HIGH EARLY STRENGTH P.C.C. ADJUSTMENT	CY	20	5.00	100
<b>TOTAL BASE BID</b>					<b>\$ 520,654.00</b>