



InterOffice Memo

To: William T. Lichter, Village Manager
Through: Wes Anderson, Director of Public Works
From: David A. Dratnol, P.E., Village Engineer
Date: November 13, 2006
Subject: Village parking lot in the vicinity of Lombard Park District Splash Park

Lombard Park District recently completed their work on the Splash Park. Their work required removal of some areas of asphalt in the adjoining Village parking lot. The intent at the start of the project was to repave the lot using Village in-house work force. Due to time constraints and the Village's desire to re-open this lot to temporarily assist in providing commuter parking at this location, staff desires to hire a contractor to perform this work.

Public Works obtained two proposals from contractors to repave the lot this fall to support any critical Village requirements. Community Development developed a plan to use this lot in conjunction with some other Village owned lots to support commuters while the DuPage Theater parking lot is closed for demolition. Public Works confirmed with the low proposer that pending any weather problems he can complete the project preparatory work the week of 20 November. The Contractor could pave it any time after then depending on weather.

Community Development conducted a phone poll of the Trustees to enable Public Works to give advanced notice to the contractor to start on 20 November.

The results for the two proposals are listed below:

Company	TOTAL
Leahy Construction Inc.	\$29,295.00
Kings Point General Cement, Inc.	\$30,000.00

The lowest responsible proposer is Leahy Construction Inc. of Winfield, Illinois with a proposal in the amount of \$29,295.00. Leahy Construction, Inc most recently worked for the Village building the retaining wall in the Public Works Yard. Public Works requests a waiver of bids and award of a contract in the amount of \$29,295.00

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on November 16, 2006. If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.

VILLAGE OF LOMBARD

CONTRACT

CONTRACT DOCUMENT NUMBER M-07-06

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 **Leahy Construction 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 grind and overlay of the asphalt parking lot located behind the Splash Park off of the street St. Charles Road.

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
 - a. The Contractor's Bid Proposal Dated: October 31, 2006
 - b. Required Performance and Payment Bonds and Certificate(s) of Insurance
 - c. Executed Bidder's Certification Form.

2. The Village agrees to pay, and the Contractor agrees to accept as full payment as shown on the Contractor's Proposal attached hereto as Exhibit "A" and made a part hereof.

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 30 calendar days from the receipt of any work order. 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.

Leahy Construction, Inc.

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 Twenty-Nine Thousand, Two Hundred and Ninety-Five Dollars and 00/100 (\$29,295.00) 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 _____, for the construction of the work designated:

FY 2007 VILLAGE OF LOMBARD PARKING LOT IN THE VICINITY OF SPLASH PARK 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.

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

VILLAGE OF LOMBARD

PRINCIPAL:

BY: _____
Village President

BY: _____

ATTEST:

Village Clerk

ATTEST:

SURETY: _____

BY: _____
(Title)

BY: _____
Attorney in Fact

BY: _____

(SEAL)

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)

The FY 2007 Village of Lombard Parking Lot in the Vicinity of the Splash Park 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

"QUALITY CONCRETE/ASPHALT INSTALLATIONS"

**LEAHY
CONSTRUCTION
INC.**

0N.071 Cedar Court Winfield, IL 60190
Office (630) 668-8728 Fax (630) 668-8555

Proposal Submitted To: KENT HILGERS

Work To Be Performed At:

Name VILLAGE OF LOMBARD
Street _____
City LOMBARD
State ILL.
Phone 620-5971 Date 10/31/04

Street ST. CHARLES RD. / LINCOLN
City LOMBARD State _____
Date of Plans _____
Architect _____

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Parking lot:

Excavate and remove existing asphalt.
Excavate and remove existing material for proper pitch.
Add stone where needed, machine compact on 8" base.
Pave with 2 1/2" binder course, 1 1/2" modified surface asphalt.
Both lifts rolled to compaction with vibratory rollers.
Stripe lot to Village specs.
\$29,295.00

ALTERNATE:

Remove and repair barrier curb if needed. \$28.00 per linear foot

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: _____ dollars (\$ _____)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Leahy Construction Inc. is licensed, bonded and insured. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature Bob [Signature]

Note: This proposal may be withdrawn by us if not accepted BEFORE 6/11/07

Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment 1/3 down, balance upon completion.

Signature _____

Date of Acceptance: _____

Signature _____

