

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: William T. Lichter, Village Manager

DATE: June 12, 2007
AGENDA DATE: 6/21/07

TITLE: Bid Waiver For: FY2008 Crack Sealing Program
Project Number M-08-03

SUBMITTED BY: David A. Dramol, P.E., Village Engineer *DD*

RESULTS:

Date Proposals Were Issued 6/4/2007
Total Number of Proposals Received 1
Total Number of Proposers Meeting Specifications 1
Bid Security Required Yes
Performance Bond Required Yes
Were Any Bids Withdrawn Yes
Explanation: X
Waiver of Bids Requested? Yes
If yes, explain: See Attached Memo
Award Recommended to Lowest Responsible Bidder? Yes
If no, explain:
FISCAL IMPACT:
Engineer's estimate/budget estimate \$40,000.00/\$40,000.00
Amount of Award \$40,000.00

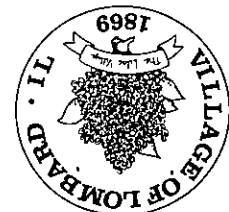
BACKGROUND/RECOMMENDATION:

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 *Amoroso* Date 6/12/07
Village Manager XX *M.M.S. L.M.R.* Date 6/12/07

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

Handwritten signature of Wes Anderson

To: William T. Lichter, Village Manager
Through: Wes Anderson, Director of Public Works
From: David A. Dramol, P.E., Village Engineer
Date: June 12, 2007
Subject: FY 2008 Crack Sealing Program

For the Crack Sealing Program, Craco Crack Filler Roadsaver Type 221 for crack sealing has proven to be one of the few products that is both effective and IDOT approved. There are additional contractors that perform crack sealing; however, the market is limited and appears to be highly regionalized within northeast Illinois. Every year for the past 10 years, Denler, Inc of Mokena, IL has been the successful low bidder. Due to the specialty nature of the work, for the FY 2008 season, a proposal was requested from Denler, Inc. for this project.

The Crack Sealing Program is programmed in the FY2008 CIP. The budgeted amount for this program is \$40,000.00.

An evaluation of the proposal is summarized below:

Denler, Inc.	Crack Sealing Bit. Pvt. Special	\$0.351/linear foot
	Crack & Jt. Sealing Pcc Pvt. Special	\$0.351/linear foot
	Traffic Control	\$200.00 lump sum
	Total Proposal Price	\$50,744.00

The contract documents identify that the awarded contract will be based on the Village's budget of \$40,000.00. Work will be performed on a work order basis. Payments to the Contractor will be based on the actual work performed at the awarded contract unit prices. The Engineering Division recommends awarding this contract to Denler, Inc., in line with the FY2008 budget for the amount of \$40,000.00.

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on June 21, 2007. If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.

PROJECT FILE NAME: FY 2008 Crack Sealing Program
PROJECT NO.: M-08-03

DATE: June 12, 2007
TIME: 11:00 AM
TABULATED BY: CT

NO	ITEM	QUAN	UNIT	Engineer's Estimate		Denler, Inc 19148 104th Ave. Mokena, IL		Average Unit Price	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
X4510015	Crack Sealing Bit. Pvt., Special	140000.0	LF	\$0.28	\$39,200.00	\$0.351	\$49,140.00	0.32	\$44,170.00
X4520015	Crack & Jt. Sealing PCC Pvt., Special	4000.0	LF	\$0.28	\$1,120.00	\$0.35	\$1,404.00	0.32	\$1,262.00
70101700	Traffic Control and Protection	1.0	LS	\$600.00	\$600.00	\$200.00	\$200.00	400.00	\$400.00
	TOTAL						\$50,744.00		
	BID				\$40,920.00		\$50,744.00		\$45,832.00
									AS CORRECTED:
									AS READ:

VILLAGE OF LOMBARD

CONTRACT

CONTRACT DOCUMENT NUMBER M-08-03

This agreement is made this the 21st day of June 2007, between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as the "Village" and Denler, 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:

FY2008 CRACK SEALING PROGRAM

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-08-03 for FY 2008 CRACK SEALING PROGRAM, consisting of the following:

- i) Cover Sheet
- ii) Table of Contents
- iii) Notice to Bidders on Contract Document Number M-08-03 - Legal Notice
- iv) Special Provisions
- v) Plans and Specifications

b. The Contractor's Bid Proposal Dated: June 12, 2007

c. Required Performance and Payment Bonds and Certificate(s) of Insurance

d. 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 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 the 21st day of July, 2007.

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

Denler, Inc.
Print Company Name

Individual or Partnership _____ Corporation _____

Accepted this the _____ day of _____, 2007.

By _____
Position/Title _____
By _____
Position/Title _____

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this the 21st day of June, 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 Forty-Thousand and 00/100 Dollars (\$40,000.00) 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 June 21, 2007, for the construction of the work designated:

FY 2008 CRACK SEALING 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.

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 the
21st day of June, 2007.

VILLAGE OF LOMBARD

BY: _____

Village President

ATTEST: _____

Village Clerk

PRINCIPAL: _____

IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this the
_____ day of _____, 2007.

BY: _____

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 2008 Crack Sealing program 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 the _____
day of _____, 2007.

Notary Public