

**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: David A. Hulseberg, AICP, ICMA-CM, Village Manager  
 DATE: March 7, 2013 (COW) (B of T) AGENDA DATE: March 21, 2013  
 TITLE: FY 2013 Asphalt Paving and Patching Program

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

**RESULTS:**

Date Bids Were Published 2/1/2013 Bidding Closed 3/6/2013  
 Total Number of Bids Received 10  
 Total Number of Bidders Meeting Specifications 10  
 Bid Security Required X Yes            No  
 Performance Bond Required X Yes            No  
 Were Any Bids Withdrawn            Yes X No  
 Explanation:  
 Waiver of Bids Requested?            Yes X No  
 If yes, explain:  
 Award Recommended to Lowest X Yes            No  
 Responsible Bidder?  
 If no, explain:

**FISCAL IMPACT:**

Engineer's estimate/budget estimate \$1,425,611.80/\$1,427,500.00  
 Amount of Award \$1,118,716.20

	Budget	
General Local Streets Resurfacing Plan	\$539,500.00	RM PROG 23
Local Street Resurfacing plan with Village Crews	\$327,000.00	RM PROG 24
Full Depth Asphalt patching program	\$436,000.00	RM PROG 26
Asphalt Utility Patching	\$125,000.00	RM PROG 22

**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        Yes

**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:** David A. Hulseberg, AICP, ICMA-CM, Village Manager  
**Through:** Carl S. Goldsmith, Director of Public Works *CSG*  
**From:** David A. Dratnol, P.E., Village Engineer *DD*  
**Date:** March 7, 2013  
**Subject:** FY 2013 Asphalt Paving and Patching Program

The purpose of the Asphalt Paving and Patching Program is to address deteriorated and damaged sections of asphalt pavement and patch utility digs throughout the Village. The program is comprised of the following categories: General Local Streets Resurfacing, Local Streets Resurfacing with Village Crews, Full Depth Asphalt Patching and Utility Patching.

Twelve (12) potential bidders purchased plans for the referenced project. Ten (10) bids were received and opened at 10:00 a.m. on March 6<sup>th</sup> 2013. The bid results are summarized below:

<i>Company</i>	<i>Bid</i>
James D. Fiala Paving Company, Inc.	\$1,118,716.20
Brothers Asphalt Paving, Inc.	\$1,127,830.70
R.W. Duntemen	\$1,128,095.70
K-Five Construction Corp.	\$1,129,661.35
Schroeder Asphalt	\$1,198,530.16
Johnson Paving	\$1,227,783.90
Geneva Construction	\$1,249,276.90
Chicagoland Paving Contractors Inc.	\$1,299,900.00
Plote Construction	\$1,308,984.63
ALamp Concrete	\$1,313,893.60
<b>Engineers Estimate</b>	<b>\$1,425,611.80</b>

The Engineering Division recommends awarding this contract to James D. Fiala Paving Co. Inc. in the amount of \$1,118,716.20

The Village budgeted \$1,427,500.00 for a series of programs incorporated into this contract. The program budgets are summarized below.

<i>Program Name</i>	<i>Budget</i>
General Local Streets Resurfacing Plan	\$539,500.00
Local Street Resurfacing plan with Village Crews	\$327,000.00
Full Depth Asphalt Patching Program	\$436,000.00
Asphalt Utility Patching	\$125,000.00
<b>Project Totals</b>	<b>\$1,427,500.00</b>

The bid is \$308,783.80 under the current CIP budget (\$1,427,500.00 - \$1,118,716.20). The remaining budget will be incorporated into an upcoming change order which will fully utilize the aggregate budget and address streets not programmed in the current contract/bid package.

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on March 21, 2013. 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 PROG 22, 23, 24 & 26**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and \_\_\_\_\_ (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 2013 ASPHALT PAVING AND PATCHING**

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 **RM PROG 22, 23, 24 & 26** for **FY 2013 ASPHALT PAVING AND PATCHING**, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Notice to Bidders on Contract Document Number **RM PROG 22, 23, 24 & 26** - Legal Notice
    - iv) General Provisions
    - v) Special Provisions
    - vi) Plans and Specifications
  - b. The Contractor's Bid Proposal Dated: \_\_\_\_\_
  - 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 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 within 80 calendar days from the date of the Notice to Proceed. 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 \_\_\_\_\_ 2013.

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 \_\_\_\_\_, 2013.

\_\_\_\_\_

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

\_\_\_\_\_

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

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
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 \_\_\_\_\_, for the construction of the work designated:

### **FY 2013 ASPHALT PAVING AND PATCHING**

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 \_\_\_\_\_, 2013.

VILLAGE OF LOMBARD

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

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

IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this \_\_\_\_ day of \_\_\_\_\_, 2013.

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

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)

**FY 2013 ASPHALT PAVING AND PATCHING** 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 \_\_\_\_\_, 2013.

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