

**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 22, 2014 (COW) (B of T) MEETING DATE: May 1, 2014  
 TITLE: FY2014 Crack Sealing Program  
 Project Number RM 33  
 SUBMITTED BY: David A. Dratnol, P.E., Village Engineer *DD*

**RESULTS:**

Date Bids Were Published 3/19/2014 Bidding Closed 4/2/2014  
 Total Number of Bids Received 4  
 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 Were Any Bids Withdrawn   Yes  X  No  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 Responsible Bidder?  X  Yes   No  
 If no, explain:

**FISCAL IMPACT:**

Engineer's estimate/budget estimate \$134,016.32/ \$146,000.00  
 Amount of Award \$121,775.42

Cracksealing: \$121,775.42 Capital Project Fund RM 33

**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?   Yes  X  No  
 Waiver of bids - Public Act 85-1295 does not apply   Yes  X  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 *CG*  
**From:** David A. Dratnol, P.E., Village Engineer *DA*  
**Date:** April 22, 2014  
**Subject:** FY 2014 Crack Sealing Program

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The Crack Sealing Program is designed to extend the life of asphalt and concrete pavements through application of a sealing agent to cracks and joints in the road.

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 for the purposes of bidding the contract. Each participating community awards a contract based upon their identified quantities.

Four (4) bids were received and opened at 10:00 a.m. on April 2<sup>nd</sup>, 2014, by the Village of Downers Grove. The following table summarizes the bid results. Attached to this memo is the bid tabulation.

<i>Company</i>	<i>Bid</i>
Patriot Pavement Maintenance	<i>\$535,052.58</i>
Denler, Inc.	<i>\$549,904.15</i>
SKC Construction, Inc.	<i>\$616,280.74</i>
Behm Pavement Maintenance	<i>\$1,000,372.00</i>

During the evaluation of bids, it was determined that bid for Patriot Pavement Maintenance was non-responsive for improper references, in that the company had no governmental references for work performed under their name. Due to this technicality it is recommended the Village reject the Patriot Pavement Maintenance bid.

Based on Village of Lombard quantities and the unit prices submitted by Denler, Inc., the contract amount is \$121,775.42. The Village has budgeted \$146,000 for this work. The Engineering division recommends awarding this contract to Denler, Inc.

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on May 1<sup>st</sup>, 2014. If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.



**APPENDIX 1  
VILLAGE OF LOMBARD  
CONTRACT**

**CONTRACT DOCUMENT NUMBER RM PROG 33 FY 14**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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 2014 CRACK SEALING PROGRAM**

This Project will consist of the sealing of cracks and joints throughout the village.

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 33 for FY 2014 CRACK SEALING PROGRAM, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Notice to Bidders on Contract Document Number RM PROG 33 - Legal Notice
    - iv) General Provisions
    - v) Special Provisions
    - vi) Plans and Specifications
  - b. The Contractor's Bid Proposal Dated: April 2, 2014
  - 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 37 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 \_\_\_\_\_ 2014.

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 \_\_\_\_\_, 2014.

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

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

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2014.

Attest: \_\_\_\_\_  
 Keith Giagnorio, Village President  
 \_\_\_\_\_  
 Sharon Kuderna, 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 May 1<sup>st</sup>, 2014, for the construction of the work designated:

### FY 2014 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 \_\_\_\_ day of  
duly \_\_\_\_\_, 2014.  
this

IN WITNESS WHEREOF, We have  
executed the foregoing Obligation

\_\_\_\_ day of \_\_\_\_\_, 2014.

VILLAGE OF LOMBARD

PRINCIPAL:

\_\_\_\_\_

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

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Sharon Kuderna, Village Clerk

\_\_\_\_\_

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

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

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

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

(SEAL)