

**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. Huliseberg, AICP, ICMA-CM, Village Manager

DATE: May 27, 2008 (COW) (B of T) Date: June 5, 2008

TITLE: Waiver of Bid: FY 2009 Driveway Apron, Curb and Sidewalk Restoration

Project Number M-09-02

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

RESULTS:

Date Contract Renewal Negotiated 5/16/2008

Total Number of Proposals Received 1

Total Number of Proposals Meeting Specifications 1

Bid Security Required Yes No

Performance Bond Required Yes No

Were Any Bids Withdrawn Yes No

Explanation:

Waiver of Bids Requested? Yes No

If yes, explain: Contract Extension of FY 2008 Driveway Apron, Curb and Sidewalk Restoration

Project Number M-08-02

Award Recommended to Lowest Yes No

Responsible Bidder? Yes No

If no, explain:

FISCAL IMPACT:

Engineer's estimate/budget estimate \$222,461.00 / \$225,000.00

7101-756140 Proj#s

Amount of Award \$225,000.00

Parkway Restoration: \$70,000.00

Capital Project Fund FIN 5503

Deteriorated Sidewalk: \$15,000.00

Capital Project Fund FIN 5505

Deteriorated Sidewalk: \$15,000.00

Resident Contribution

Trip Hazard Repairs: \$75,000.00

Capital Project Fund FIN 5506

Curb Program: \$50,000.00

Capital Project Fund FIN 5544

BACKGROUND/RECOMMENDATION:

Has Recommended Bidder Worked for Village Previously Yes No

If yes, was quality of work acceptable Yes No

Was item bid in accordance with Public Act 85-1295? Yes No

Waiver of bids - Public Act 85-1295 does not apply Yes No

REVIEW (as needed):

Village Attorney XX

Finance Director XX

Village Manager XX

Date

5/29/08

Date

5/29/08

Date

5/29/08



Interoffice Memo

Legistar # 080339

To: David A. Hulseberg, AICP, ICMA-CM, Village Manager
Through: Dave Gorman P.E., Acting Director of Public Works *DGG*
David A. Dramol, P.E., Village Engineer *DD*
From: May 28, 2008
Date: May 28, 2008
Subject: FY 2009 Driveway Apron, Curb and Sidewalk Restoration Program
Project Number: M-09-02

The Driveway Apron, Curb and Sidewalk Restoration Program is designed to repair sidewalk, curb, pavement and parkway damaged through utility digs or deteriorated pavement. The program is made up of the following items: Parkway Restoration, Deteriorated Sidewalk (50/50 Program), Trip Hazard Repairs and the Curb Program. Strada Construction of Algonquin, Illinois successfully completed this work for the Village in FY 2008.

The FY 2008 Bid Document Section 108.08 (e) included the following provision:

“The contract period will commence from date of award of the contract, by the Village Board of Trustees, and will be in effect for the period of one (1) year. At the option of the Village, through its Board of Trustees and upon concurrence of the Contractor, the contract may be extended for an additional year. A mutually agreed upon escalated fee schedule (based on a percentage) will be used for the second year of the contract. Work for the additional year shall be completed within the timeframe set forth by the 15/60/90/120 Restoration Policy for 2007-2008.”

Because of the successful performance of the contractor, Public Works Engineering is recommending that the Board utilize this provision. The Driveway Apron, Curb and Sidewalk Restoration Program is programmed in the FY2009 CIP with a total budgeted amount of \$225,000.00. Staff has requested a proposal from Strada Construction for the FY2009 program.

An evaluation of Strada's FY2009 proposal (with a 5% increase in unit cost over FY2008), and the engineering estimate is summarized below:

Contractor	Total
Strada Construction FY 2009	\$180,345.00
Strada Construction FY 2008	\$199,750.00
Engineer's Estimate	\$222,461.00

The contract documents identify that the awarded contract will be based on the Village's budget of \$225,000.00. 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 a waiver of bid and an extension of the existing contract to Strada Construction, in line with the FY2009 budget for 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 June 5, 2008. 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-09-02

This agreement is made this _____ day of _____, 2008, 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 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 removal and replacement of concrete sidewalks, concrete driveway aprons, asphalt driveway aprons, concrete curb and gutter, placement of new concrete sidewalks, landscape restoration and traffic control.

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-09-02 for FY 2009 DRIVEWAY APRON, CURB AND SIDEWALK RESTORATION, consisting of the following:

i) FY 2008 M-08-02 Cover Sheet

ii) FY 2008 M-08-02 Table of Contents

iii) FY 2008 M-08-02 Notice to Bidders on Contract Document Number M-08-02 - Legal Notice

iv) FY 2008 M-08-02 General Provisions

v) FY 2008 M-08-02 Special Provisions

vi) FY 2008 M-08-02 Plans and Specifications

b. The Contractor's Proposal Dated: May 16th, 2008

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 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 _____, 2008.

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

Strada Construction Co.
Print Company Name

Individual or Partnership _____ Corporation _____
Accepted this _____ day of _____, 2008.

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

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this _____ day of _____, 2008.

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 Two Hundred and Twenty-Five Thousand Dollars and 00/100 (\$225,000.00) 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 5th, 2009 for the construction of the work

designated:

FY 2009 DRIVEWAY APRON, CURB AND SIDEWALK RESTORATION

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 _____, 2008.

VILLAGE OF LOMBARD

Village Clerk

ATTEST:

Village President

BY:

ATTEST:

BY:

PRINCIPAL:

IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this _____ day of _____, 2008.

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 2009 Driveway Apron, Curb and Sidewalk Restoration 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 _____, 2008.

Notary Public