

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: July 8, 2015 (B of T) Date: July 16, 2015

TITLE: Waiver of bids: FY 2015 Pavement Markings

SUBMITTED BY: David P. Gorman, P.E., Assistant Public Works Director 

RESULTS:Date Proposals Were Issued See below

Total Number of Proposals Received _____

Total Number of Proposer Meeting Specifications _____

Bid Security Required _____ Yes X NoPerformance Bond Required _____ Yes X NoWere Any Bids Withdrawn _____ Yes X No

Explanation:

Waiver of Bids Requested? _____ X Yes _____ No

If yes, explain: See Attached Memo

Award Recommended to Lowest _____ X Yes _____ No

Responsible Bidder?

If no, explain:

FISCAL IMPACT:Engineer's estimate/budget estimate \$29,554.55/\$29,554.55Amount of Award \$29,554.55**BACKGROUND/RECOMMENDATION:**

Public Works Engineering recommends a bid waiver for the FY2015 Pavement Markings and continuing on with the Suburban Purchasing Cooperative 2012 thru 2016 Thermoplastic Lane Marking Contract, which was awarded to Superior Road Striping of Melrose Park.

Has Recommended Bidder Worked for Village Previously X Yes _____ NoIf yes, was quality of work acceptable X Yes _____ No

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

Waiver of bids - Public Act 85-1295 does not apply X 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: Scott Niehaus, Village Manager

Through: Carl S. Goldsmith, Director of Public Works 

From: David Gorman, P.E., Assistant Director of Public Works

Date: July 8, 2015

Subject: Pavement Markings
RM PROG 22, 23, 24, 26

The Suburban Purchasing Cooperative's ("SPC") governing Board awarded the 2012 Thermoplastic Lane Marking contract to Superior Road Striping of Melrose Park, IL on April 12, 2012. SPC Lane Marking Contract # (123) contract has been extended from April 12, 2015 through April 11, 2016.

The Village does not currently have a budget for this pavement marking for the 2015 Asphalt Paving and Patching Program (RM Prog 22, 24 and 26.). Funding for the pavement markings are being allocated from the Asphalt paving and patching Program. Anticipated cost of the pavement markings are not-to-exceed \$29,554.55.

<i>Program Number</i>	<i>Program Name</i>	<i>Budget</i>
RM Prog 22	General Local Streets Resurfacing Plan	\$27,000.00
RM Prog 24	Full - Depth Asphalt Patching Program	\$1,275.25
RM Prog 26	Asphalt Utility Patching	\$1,279.30
		\$29,554.55

NO	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
2	THPL PM LINE 4 YELLOW	11,150	LF	\$0.54	\$6,021.00
3	THPL PM LINE 4 WHITE	4,035	LF	\$0.54	\$2,178.90
4	THPL PM LINE 6 WHITE	6,325	LF	\$0.81	\$5,123.25
5	THPL PM LINE 12 WHITE	600	LF	\$1.63	\$978.00
6	THPL PM LINE 18 WHITE	375	LF	\$1.63	\$611.25
7	THPL PM LINE 24 WHITE	560	LF	\$4.09	\$2,290.40
8	THPL PM LINE LETTERS & SYMBOLS	575	SF	\$4.09	\$2,351.75
9	RAILROAD PROTECTIVE LIABILITY INSURANCE	8500	LS	1	\$8,500.00
10	RAILROAD FLAGGER	1200	LS	A	\$1,500.00
SPC PRICING					\$29,554.55

The Engineering Division recommends waiving the bid process and award striping to Superior Road Striping.

Please present this item for review and approval to the Village Board at the next regularly scheduled meeting on July 16, 2015. If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.

APPENDIX A**2015 THERMOPLASTIC PAVEMENT MARKING
RM PROG 22, 23, 24, 26****VILLAGE OF LOMBARD****CONTRACT**

This agreement is made this _____ day of _____, 2015, 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:

This work will include installing Thermoplastic Lane Markings on resurfaced roadways to provide guidance and information to drivers and pedestrians.

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 2015 Thermoplastic Pavement Marking Project, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Project Special Provisions
 - iv) Appendix A – Contract
 - v) Appendix B – Contract Bond
 - vi) Appendix C – Contractor's Certification
 - vii) Appendix D – Recurring Special Provisions & BDE Special Provisions
 - viii) Appendix E – IDOT Standard Details
 - ix) Appendix F – Project Locations
 - b. Required Performance and Payment Bonds and Certificate(s) of Insurance
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 (100 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 18th day of June 2015.

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 _____, 2015.

By: _____ Position/Title

By: _____ Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this _____ day of _____, 2015.

Keith Giagnorio, Village President

Attest: _____
Sharon Kuderna, Village Clerk

APPENDIX B**2015 THERMOPLASTIC PAVEMENT MARKING
RM PROG 22, 23, 24, 26****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 June 18, 2015, for the construction of the work designated:

2015 Thermoplastic Pavement Markings

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 _____, 2015.

IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this ____ day of _____, 2015.

VILLAGE OF LOMBARD

PRINCIPAL:

BY: _____
Keith Giagnorio, Village President

BY: _____

ATTEST:

Sharon Kuderna, Village Clerk

ATTEST:

SURETY: _____

BY: _____
(Title)

BY: _____
Attorney in Fact

BY: _____

(SEAL)