

**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 12, 2017 (B of T) Date: April 20, 2017

TITLE: Waiver of Bids: FY 2017 Crack Sealing Program

SUBMITTED BY: Sean P. Kelly, P.E., Village Engineer *SPK*

RESULTS:

Date Proposals Were Published 3/7/2016 (Woodridge) Bidding Closed 3/31/2016 (Woodridge)

Total Number of Proposals Received 3

Total Number of Proposers Meeting Specifications 3

Bid Security Required X Yes No

Performance Bond Required X Yes No

Were Any Bids Withdrawn Yes X No

Explanation:

Waiver of Bids Requested? X Yes No

If yes, explain: Utilizing Year 2 option unit prices

Award Recommended to Lowest X Yes No

Responsible Bidder?

If no, explain:

FISCAL IMPACT:

Engineer's estimate/budget estimate \$127,710.00/\$140,000.00

Amount of Award \$126,995.00

Crack Sealing: \$126,995.00 Capital Improvement Project Fund RM33

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 _____ 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 *CSG by DRW*
From: Sean P. Kelly, P.E., Village Engineer *SPK*
Date: April 12, 2017
Subject: FY 2017 Crack Sealing Program

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 competitively bid last year 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.

Under the General Terms and Conditions of the 2016 bid, it was requested of the bidders to submit a fixed price for year two (2017) and year three (2018). Each municipality may exercise the option to extend the contract with the same low bid contractor if they so choose without bidding again.

Based on Village of Lombard quantities and the unit prices submitted by Denler, Inc. for year 2, the contract amount is \$126,995.00. The budgeted amount by the Village for this program is \$140,000.00.

An evaluation of the proposal is summarized below:

				DENLER, INC	
				FY2017	
NO	ITEM	QUAN	UNIT	UNIT PRICE	TOTAL
1	CRACK SEALING ASPHALT PAVEMENT	92000	LB	\$1.290	\$118,680.00
2	CRACK AND JOINT SEALING PCC PAVEMENT	1900	LB	\$3.850	\$7,315.00
3	TRAFFIC CONTROL FOR CRACK SEALING	1	L SUM	\$1,000.00	\$1,000.00
					\$126,995.00

Staff recommends awarding this contract to Denler, Inc. in the amount of \$126,995.00 for FY2017. Crack sealing for year 3 (FY2018) will be evaluated and a recommendation made next year, in 2018. 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.

Please present this item to the President and Board of Trustees for review and approval at the next regularly scheduled meeting. 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 33

This agreement is made this _____ day of _____, 2017, 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 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 2017 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. FY 2016 CRACK SEALING PROGRAM incorporates 2016-02 Crack Sealing and Seal Coating Services:
 - i) Cover Sheet
 - ii) Notice to Bidders on Contract Document Number RM PROG 33 - Legal Notice
 - iii) Submission Information, dated March 31, 2016
 - iv) General Terms and Conditions
 - v) Labor Statutes, Records and Rates
 - vi) Technical Terms and Conditions
 - vii) Contractor References
 - viii) Disqualification of Certain Bidders
 - ix) Anti-Collusion Affidavit and Contractor's Certification
 - x) Conflict of Interest
 - xi) Tax Compliance Affidavit
 - xii) Sub-Contractor Information
 - xiii) Participation Affidavit
 - xiv) Appendix A Agreement Acceptance RFB # 2016-02 Crack Sealing Services Acceptance
 - xv) Technical Terms and Conditions (Appendix A)
 - b. The Contractor's Bid Proposal Dated: March 31, 2016
 - c. 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 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 20th day of April 2017.

If an individual or partnership, the individual or all partners shall sign or, if a corporation, an officer(s) duly authorized shall sign.

Denler, Inc.

Print Company Name

Individual or Partnership _____ Corporation _____

Accepted this _____ day of _____, 2017.

By _____

Position/Title _____

By _____

Position/Title _____

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this _____ day of _____, 2017.

Keith T. Giagnorio, Village President

Attest:

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 April 20, 2017, for the construction of the work designated:

FY 2017 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
_____, 2017.

IN WITNESS WHEREOF, We have
duly executed the foregoing
obligation this ____ day of
_____, 2017.

VILLAGE OF LOMBARD

PRINCIPAL:

BY: _____
Keith T. Giagnorio, Village President

BY: _____

ATTEST:

ATTEST:

Sharon Kuderna, Village Clerk

SURETY: _____

BY: _____
(Title)

BY: _____
Attorney in Fact

BY: _____

(SEAL)