

VILLAGE OF LOMBARD

CONTRACT

CONTRACT DOCUMENT NUMBER M-09-02

This agreement is made this 5 day of June, 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.

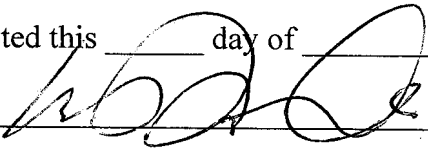
If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign.

Strada Construction Co.

Print Company Name

Individual or Partnership _____ Corporation

Accepted this _____ day of _____, 2008.

By  _____ PRESIDENT
 Position/Title

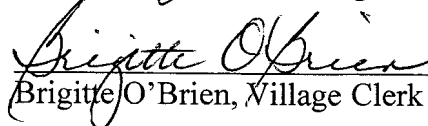
By _____
 Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 5th day of June, 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 Strada Construction Company, a company organized under the laws of the State of Illinois and licensed to do business in the State of Illinois as Principal and Erie Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania, 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.

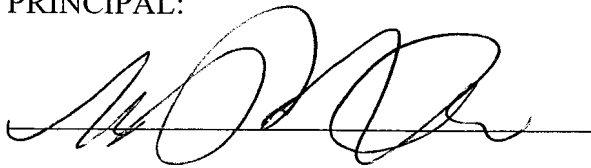
APPROVED this ____ day of _____, 2008.

VILLAGE OF LOMBARD

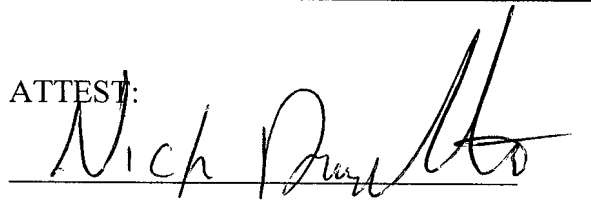
BY: 
Village President

ATTEST: 
Village Clerk

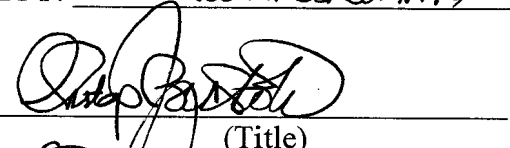
IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this ____ day of _____, 2008.

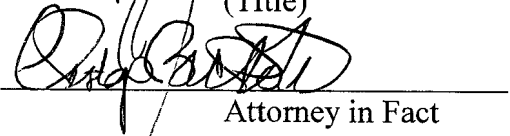
PRINCIPAL: 

BY: _____

ATTEST: 

SURETY: ERIE INSURANCE COMPANY

BY: 
(Title)

BY: 
Attorney in Fact

BY: _____

(SEAL)

VILLAGE OF LOMBARD
CONTRACTOR'S CERTIFICATION

ANTONIO D. PAOLA, having been first duly sworn depose and states as follows:
(Officer or Owner of Company)

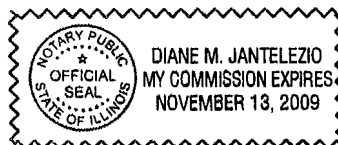
STRADA CONSTRUCTION CO, having submitted a proposal for:
(Name of Company)

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: [Signature]
Authorized Agent of Contractor

Subscribed and sworn to
before me this 3rd
day of July, 2008.



[Signature]
Notary Public



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ERIE INSURANCE COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint

Christopher J. Bechtold, Richard G. Bechtold and Elizabeth Goeller

individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed: any and all bonds and undertakings of suretyship, each in a penalty not to exceed the sum of five hundred thousand dollars (\$500,000.00).

And to bind the ERIE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by the appropriate officer of the ERIE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

The Power of Attorney is granted under and by authority of the following Resolution adopted by the Board of Directors of ERIE INSURANCE COMPANY at a meeting held on May 8, 2002 at which a quorum was presented and said Resolution has not been amended or repealed:

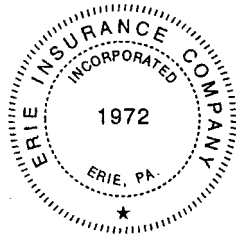
“Resolved, that the President, or any Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and, (b) To remove any such Attorney-in-Fact at any time and revoke the power and authority given to him; and

Resolved, that Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contract of indemnity and other writings obligatory in the nature thereof.”

This Power of Attorney is signed and sealed by facsimiles under and by virtue of the following Resolution adopted by the Board of Directors of ERIE INSURANCE COMPANY at a meeting held on the 8th day of May, 2002, at which a quorum was present and said Resolution has not been amended or repealed:

“Resolved, that the signature of Jeffrey A. Ludrof, as President and Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of J. R. Van Gorder, as Secretary of the Company, and the Seal of the Company may also be affixed by the following facsimiles to any certificate of any such Limited Power of Attorney and only under such circumstances, shall said facsimiles be valid and binding on the Company.”

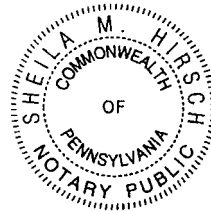
IN WITNESS WHEREOF, the ERIE INSURANCE COMPANY has caused these presents to be signed by its President and Chief Executive Officer, and its corporate seal to be hereto affixed this 8th day of May, 2002.



Jeffrey A. Ludrof
Jeffrey A. Ludrof
President and Chief Executive Officer

STATE OF PENNSYLVANIA } ss.
COUNTY OF ERIE

On this 8th day of May, A.D. 2002, before me personally came Jeffrey A. Ludrof, to me known, who being by me duly sworn, did depose and say: that he is President and Chief Executive Officer of ERIE INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to the said instrument is such corporate Seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

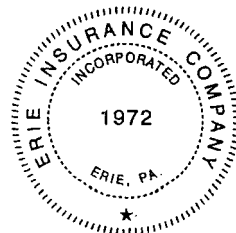


Sheila M. Hirsch
My commission expires June 27, 2008
Notary Public

CERTIFICATE

I, J. R. Van Gorder, as Secretary of the ERIE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is still in full force and effect as of the date below.

In witness whereof, I have hereunto subscribed my name and affixed corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company,



J. R. Van Gorder
J. R. Van Gorder, Secretary

this 26th day of June 20 08 .

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

OP ID CJ
STRA-C2

DATE (MM/DD/YYYY)
06/26/08


PRODUCER Bechtold Insurance Agency 502 N. Plum Grove Rd. Palatine IL 60067 Phone: 847-221-2500 Fax: 847-221-2510	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Strada Construction Company 1810 Broadsmore Drive Algonquin IL 60102	INSURER A: Erie Insurance Group	1855
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Q260820349IL	02/08/08	02/08/09	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Q020830318IL7	02/08/08	02/08/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	Q260870068IL	02/08/08	02/08/09	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	Q8658000022IL	02/08/08	02/08/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Additional Insured- Village of Lombard

CERTIFICATE HOLDER LOMBARD Village of Lombard 255 E. Wilson Lombard IL 60148	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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InterOffice Memo

To: Barb Johnson, Deputy Village Clerk
From: Paul Becvar, Civil Engineering Technician
Date: July 10, 2008
Subject: FY2009 Driveway Apron, Curb and Sidewalk Restoration Contract

PROJECT NAME: FY2009 Driveway Apron and Sidewalk Restoration

PROJECT NO.: M-09-02

HTE PROJECT NO.: 5503, 5505, 5506 & 5544

VENDOR: Strada Construction

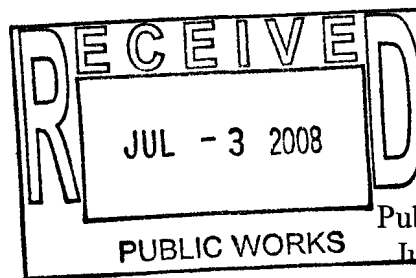
PURCHASE ORDER NO: 057292

Attached is a copy of the Contract for FY2009 Driveway Apron, Curb and Sidewalk Restoration.



VILLAGE OF LOMBARD

255 E. Wilson Ave.
Lombard, Illinois 60148-3931
(630) 620-5700 Fax (630) 620-8222
www.villageoflombard.org



Village President
William J. Mueller

Village Clerk
Brigitte O'Brien

Trustees

Greg Alan Gron, Dist. 1
Richard J. Tross, Dist. 2
John "Jack" T. O'Brien, Dist. 3
Dana L. Moreau, Dist. 4
Laura A. Fitzpatrick, Dist. 5
Rick Soderstrom, Dist. 6

Village Manager
David A. Hulseberg

Strada Construction
1810 Broadmore Drive
Algonquin, IL 60102

Attn: Antonio DiPaola
President

Re: FY 2009 Driveway Apron, Curb and Sidewalk Restoration Program

Dear Mr. Antonio DiPaola:

On June 5th, 2008 the Board of Trustees awarded the contract for the referenced project to your company. Enclosed is an original copy of the Contract, Contract Bond and the Contractor's Certification Form. Please execute the copy, and return it within ten calendar days.

"Our shared Vision for Lombard is a community of excellence exemplified by its government working together with residents and businesses to create a distinctive sense of spirit and an outstanding quality of life."

Also enclosed is a Public Works Department Emergency Contact Routing Sheet. Please update this form and have a representative of your company, preferably your proposed superintendent, bring it to the pre-construction meeting along with you insurance. A preconstruction meeting will be scheduled as your schedules permit. This meeting will be held in the conference room of the Public Works Building at 1051 S. Hammerschmidt Avenue and at this meeting I will supply copies of the location list and map.

"The Mission of the Village of Lombard is to provide superior and responsive governmental services to the people of Lombard."

If you have any questions, please contact me at (630) 620-5740.

Very Truly Yours,
THE VILLAGE OF LOMBARD

Paul Becvar
Civil Engineering Technician

Enclosures

cc: Dave Gorman, P.E. –Acting Director of Public Works
David A. Dratnol, P.E. - Village Engineer
File: M-09-02

Issue Date: 6/6/08 Revision Date: _____

PUBLIC WORKS DEPARTMENT
EMERGENCY CONTACT ROUTING SHEET
Project Number: M-09-02

c: Keith Surges
Angela Podesta
Susan Cermak
Patty Lindstrom
Engineering
Pager Book
File

I. LOCATION (SPECIFIC):

A. PROJECT NAME: FY 2009 Driveway Apron, Curb and Sidewalk Restoration

B. PROJECT LIMITS: Various Locations throughout the Village of Lombard

II. TYPE OF WORK:

Utility dig restoration, trip hazard repairs, curb repairs, and 50/50 sidewalk.

III. BARRICADE RESPONSIBILITIES:

Strada Construction
(CONTRACTOR/RESPONSIBLE PARTY)

(Office Phone #/24-HOUR PHONE NUMBER)

IV. GENERAL CONTRACTOR:

A. Strada Construction
(COMPANY NAME)

(847) 426-3300
DAYTIME PHONE # / 24-HOUR PHONE #

B. CONTRACTORS REPRESENTATIVES:

1. Antonio DiPaola
Name/Title

MOBILE PHONE # 630-417-8919

OFFICE PHONE # 847-426-3300

2. Nick DeBenedetto
Name/Title

MOBILE PHONE # 630-675-6176

OFFICE PHONE # _____

V. ENGINEERS:

C. PROJECT ENGINEER:

Paul Becvar

OFFICE PHONE # (630) 705-4258

MOBILE PHONE # (630) 464-6641

VI. ELECTRICAL CONTRACTOR WITH 24-HOUR MAINTENANCE RESPONSIBILITY:

STREET LIGHTING

TRAFFIC SIGNALS

N/A
(COMPANY NAME)

(24-HOUR PHONE NUMBER)

VII. DATES:

STARTING: June 1, 2008

ESTIMATED COMPLETION: May 31, 2009



Village of Lombard
 Dept. of Public Works
 255 E. Wilson Av.
 Lombard, IL 60148

Letter of Transmittal

Phone: 630-620-5740
 FAX: 630-620-5982

TO: Strada Construction
1810 Broadsmore Dr.
Algonquin, IL 60102
Attn: _____

DATE: 06/06/08
Project: FY 2009 Driveway Apron, Curb, & Sidewalk Restoration Program
File: M-09-02
RE: Contract

We are transmitting:

- Attached
 Under separate cover

via:

- U.S. Mail Facsimile: _____ total pages
 Hand carry Other: _____

the following:

- | | | |
|---|--|--|
| <input type="checkbox"/> Plans | <input type="checkbox"/> Calculations / Data | <input type="checkbox"/> Proposal |
| <input type="checkbox"/> Specifications | <input type="checkbox"/> Estimate | <input checked="" type="checkbox"/> Agreement / Contract |
| <input type="checkbox"/> Prints | <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Amendment / Change Order |
| <input type="checkbox"/> Reports | <input type="checkbox"/> Test Results | <input type="checkbox"/> Other: _____ |

Qty.	Date	No.	Description
1	6/05/08		Contract

Purpose:

- | | | |
|---|---|--|
| <input type="checkbox"/> As requested | <input type="checkbox"/> For review & comment | <input type="checkbox"/> Approved as noted |
| <input type="checkbox"/> For approval | <input checked="" type="checkbox"/> Return to Village | <input type="checkbox"/> Correct as noted |
| <input type="checkbox"/> For information | <input type="checkbox"/> Completed / Executed | <input type="checkbox"/> Resubmit _____ copies |
| <input type="checkbox"/> For use | <input type="checkbox"/> Returned by Village | <input type="checkbox"/> No exceptions |
| <input checked="" type="checkbox"/> For signature | <input type="checkbox"/> Rejected | <input type="checkbox"/> Other: _____ |

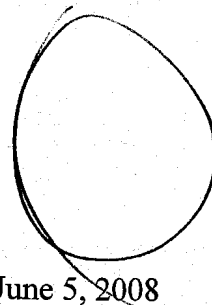
Remarks: Please sign and return to Village

copies: file

THE VILLAGE OF LOMBARD

by: Paul Becvar
 Title: Engineering Technician

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: 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. Dratnol, P.E., Village Engineer *DD*

RESULTS:

Date Contract Renewal Negotiated 5/16/2008

Total Number of Proposals Received 1

Total Number of Proposals Meeting Specifications 1

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: Contract Extension of FY 2008 Driveway Apron, Curb and Sidewalk Restoration
 Project Number M-08-02

Award Recommended to Lowest X Yes No

Responsible Bidder?

If no, explain:

FISCAL IMPACT:

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

Amount of Award \$225,000.00

7101.756140 projects

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 X Yes No

If 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 *James A. Hulseberg* Date 5/28/08

Village Manager XX *David A. Hulseberg* Date 5/29/08

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.