

DISTRICTS - 1

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: May 28, 2020 MEETING DATE: June 18, 2020

TITLE: FY 2020 Commuter Parking Lots Program
 Project Number RM 38 and ST 15 01

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

RESULTS:

Date Bids Were Published 5/15/2020 Bidding Closed 5/28/2020

Total Number of Bids Received 7

Bid Security Required	<u>X</u>	Yes	<u> </u>	No
Performance Bond Required	<u>X</u>	Yes	<u> </u>	No
Were Any Bids Withdrawn	<u> </u>	Yes	<u>X</u>	No

Explanation:

Waiver of Bids Requested? Yes X No

If yes, explain: Was publicly bid but not through a publication with local circulation.

Award Recommended to Lowest X Yes No

Responsible Bidder?

If no, explain:

FISCAL IMPACT:

Engineer's Estimate/Budget Estimate \$84,677.65/ \$201,300.00

Amount of Award \$75,000.00

Commuter Parking Lots \$119,300.00 Capital Improvement Fund RM 38
 (Maintenance & Improvement)

TIF – Downtown \$82,000.00 Capital Improvement Fund ST 15 01

Account: 410.710.725.75420

BACKGROUND/RECOMMENDATION:

Has Recommended Bidder Worked for Village Previously Yes X No

If yes, was quality of work acceptable 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 Niehaus, Village Manager
Through: Carl S. Goldsmith, Director of Public Works 
From: Sean P. Kelly, P.E., Village Engineer 
Date: May 28, 2020
Subject: FY 2020 Commuter Parking Lots Program

The purpose of this work includes asphalt pavement patching, if needed; concrete sidewalk and concrete curb and gutter spot repairs; Hot-Mix Asphalt Surface using a paving machine to resurface local roads or for larger patches; drainage structure adjustments; and thermoplastic pavement markings.

This Contract was bid through an online bidding process hosted by QuestCDN.com. The Notice to Bid was published in the *Daily Herald* on May 15, 2020.

Budget:

The Commuter Lot is the facility located at 23 W. Maple Street. The Village and Library have been in discussions regarding the Library funding the improvement. A future agreement will be brought before the Village Board for consideration.

The Village budgeted \$201,300.00 for two programs incorporated into this Contract. The program budgets are summarized below:

<i>Program Name</i>	<i>Budget</i>
Commuter Parking Lots (Maintenance & Improvement)	\$119,300.00
TIF Downtown – 115 W. St. Charles Road Parking Lot	\$82,000.00
Project Totals	\$201,300.00

Twelve (12) potential bidders purchased plans for the referenced project. Seven (7) bids were received and opened at 10:00 A.M. on May 28, 2020. The bid results are summarized on the following page.

Bid Results:

<i>Company</i>	<i>Bid</i>
#1 Chicagoland Paving Contractors, Inc.	\$ 75,000.00
#2 Advantage Paving Solutions, Inc.	\$ 77,262.86
#3 Schroeder Asphalt Services, Inc.	\$ 79,571.32
#4 McGill Construction LLC	\$ 81,524.40
#5 TAT Enterprises, Inc.	\$ 81,875.74
#6 A Lamp Concrete Contractors, Inc.	\$ 82,434.22
#7 Brothers Asphalt Paving, Inc.	\$ 94,215.66
Engineer's Estimate	\$ 84,677.65

Recommendation:

The Engineering Division recommends awarding this contract to the low bidder, Chicagoland Paving Contractors, Inc. in the amount of \$75,000.00 for the Village of Lombard's Commuter Parking Lots Program.

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on June 18, 2020. If approved, please return two (2) executed copies of the Contract to PW Engineering for further processing.

VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER FY20 RM PROG 38

This agreement is made this 1st day of June, 2020, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Chicagoland Paving Contractors, 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 2020 COMMUTER PARKING LOTS PROGRAM

This Project will consist of the grinding and overlay of 2 parking lots in the Village.

1. This Contract shall embrace and include all of the applicable Contract Documents listed below as attached hereto or repeated herein:
 - a. FY 2020 COMMUTER PARKING LOTS PROGRAM incorporates the 2020 Commuter Parking Lots Paving Services:
 - i) Cover Sheet
 - ii) Notice to Bidders on Contract Document Number RM PROG 38 - Legal Notice
 - iii) General Terms and Conditions
 - iv) Bid Proposal Form
 - v) Bidder's Certification Form
 - vi) Performance Reference Form
 - vii) BDE Special Provisions and Recurring Special Provisions Check Sheet (Appendix A)
 - viii) Contractor's Certification
 - b. The Contractor's Bid Proposal Dated: May 28, 2020
 - 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 90 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 1st day of June, 2020.

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

Chicagoland Paving Contractors, Inc.

Print Company Name

Individual or Partnership _____ Corporation _____

Accepted this _____ day of _____, 2020.

By _____

Position/Title

By _____

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 1st day of June, 2020.

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 (\$75,000.00) 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 1 2020, for the construction of the work designated:

FY2020 COMMUTER PARKING LOTS 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
_____, 2020.

VILLAGE OF LOMBARD

BY: _____
Keith T. Giagnorio, Village President

ATTEST:

Sharon Kuderna, Village Clerk

IN WITNESS WHEREOF, We have
duly executed the foregoing
obligation this ____ day of
_____, 2020.

PRINCIPAL:

BY: _____

ATTEST:

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)

FY 2020 COMMUTER PARKING LOTS 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 _____
day of _____, 2020.

Notary Public