

**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 23, 2023 (B of T)

Date: June 15, 2023

TITLE: FY 2023 Crack Sealing/Pavement Preservation Program

SUBMITTED BY: John Beissel, P.E., Village Engineer

**RESULTS:**

Date Proposals Were Published 1/11/2022 (by Woodridge) Bidding Closed 2/1/2022 (by Woodridge)

Total Number of Proposals Received 3

Total Number of Proposers Meeting Specifications 3

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Were Any Bids Withdrawn	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

Waiver of Bids Requested?	<u>X</u>	Yes	<u>        </u>	No
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If yes, explain: See attached Memo

Award Recommended to Lowest	<u>X</u>	Yes	<u>        </u>	No
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Responsible Bidder?

If no, explain:

**FISCAL IMPACT:**

Engineer's estimate/budget estimate \$95,000.00/\$95,000.00

Amount of Award \$95,000.00

Crack Sealing: \$95,000.00      Capital Improvement Project Fund      RM PROG 47

Account: 410.710.725.75420

**BACKGROUND/RECOMMENDATION:**

Has Recommended Bidder Worked for Village Previously	<u>X</u>	Yes	<u>        </u>	No
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If yes, was quality of work acceptable	<u>X</u>	Yes	<u>        </u>	No
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Was item bid in accordance with Public Act 85-1295	<u>X</u>	Yes	<u>        </u>	No
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Waiver of Bids – Public Act 85-1295 does not apply	<u>X</u>	Yes	<u>        </u>	No
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**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 *g*  
**From:** John Beissel, P.E., Village Engineer  
**Date:** May 23, 2023  
**Subject:** FY 2023 Crack Sealing/Pavement Preservation Program

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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 on February 1, 2022, 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. The Village of Woodridge was this bid's lead agency. Each participating community awards a contract based upon their identified quantities.

Under the General Terms and Conditions of the 2022 bid, it was requested of the bidders to submit a fixed price for Year Two (2023) and Year Three (2024). Each municipality may exercise the option to extend the contract with the same low bid contractor if they so choose without bidding again.

**Budget:**

<b><i>Program Name</i></b>	<b><i>Budget</i></b>
RM PROG 47 -- Crack Sealing Program/Pavement Preservation Program	\$95,000.00
<b><i>Total Funding</i></b>	<b>\$95,000.00</b>

**Bid Participants:** Burr Ridge, Darien, Downers Grove, DuPage County, Elmhurst, Lombard, West Chicago, Wheaton and Woodridge.

**Bid Results:** Three (3) bids were received and opened at 10:00 a.m. on February 1, 2022, by the Village of Woodridge. The following table summarizes the bid results. Attached to this memo is the bid tabulation.

<b><i>Company</i></b>	<b><i>Amount</i></b>
SKC Construction, Inc.	\$831,167.48
Denler, Inc.	\$869,872.50
National Industrial Maintenance, Inc.	\$1,043,057.08
<b><i>Village of Lombard Portion of MPI</i></b>	<b>\$91,262.00</b>

Staff recommends awarding this Contract, once again, to SKC Construction, Inc. in the amount of \$95,000.00 for FY2023, which is Year Two of the Contract as bid on February 1, 2022. 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 FY23 RM PROG 47**

This agreement is made this 15<sup>th</sup> day of June, 2023, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and SKC Construction, 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 2023 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 2023 CRACK SEALING PROGRAM incorporates 2022-01 Crack Sealing and Seal Coating Services:
    - i) Cover Sheet
    - ii) Notice to Bidders on Contract Document Number RM PROG 47 - Legal Notice
    - iii) Submission Information, dated January 11, 2022
    - 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) Agreement Acceptance RFB # 2022-01 Crack Sealing Services Acceptance (Appendix A)
    - xv) Technical Specifications (Appendix B)
    - xvi) Quantity Breakdown per Municipality (Appendix C)
  - b. The Contractor's Bid Proposal Dated: February 1, 2022
  - 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 15<sup>th</sup> day of June, 2023.

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

\_\_\_\_\_  
SKC Construction, Inc.

Print Company Name

Individual or Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
By

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
By

\_\_\_\_\_  
Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Keith T. Giagnorio, Village President

Attest:

\_\_\_\_\_  
Elizabeth Brezinski, 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 (\$95,000.00) 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 15 2023, for the construction of the work designated:

#### FY 2023 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  
\_\_\_\_\_, 2023.

VILLAGE OF LOMBARD

BY: \_\_\_\_\_  
Keith T. Giagnorio, Village President

ATTEST:  
  
\_\_\_\_\_  
Elizabeth Brezinski, Village Clerk

IN WITNESS WHEREOF, We have  
duly executed the foregoing  
obligation this day of  
\_\_\_\_\_, 2023.

PRINCIPAL:  
\_\_\_\_\_

BY: \_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_

SURETY: \_\_\_\_\_

BY: \_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
Attorney in Fact

BY: \_\_\_\_\_

(SEAL)