

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 *CSG by DPW*
From: Sean P. Kelly, P.E., Village Engineer *SPK*
Date: April 26, 2017
Subject: FY 2017 Asphalt Paving and Patching Program

The purpose of this work includes asphalt pavement patching and full-depth saw cutting; concrete sidewalk and ADA detectable warning panels at intersections; concrete curb and gutter spot repairs; driveway apron replacements as due to damage from construction (between curb and sidewalk); Hot-Mix Asphalt removal for larger areas; Hot-Mix Asphalt Surface using a paving machine to resurface local roads or for larger patches.

This Contract was bid through a joint purchase process developed by communities in the DuPage region. The process is based off 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 (Village of Lombard) for the purposes of bidding the contract. Each participating community awards a contract based upon their identified quantities. This year's participating agencies included the Villages of Lombard, Bensenville & Woodridge and the Downers Grove Sanitary District.

Budget:

The Village budgeted \$1,491,000.00 for a series of programs incorporated into this Contract. Of this amount, approximately \$336,000 has been obligated to the Division of Streets for street resurfacing with Village crews. The program budgets are summarized below:

<i>Program Name</i>	<i>Budget</i>
General Local Streets Resurfacing Plan	\$582,000.00
Local Street Resurfacing plan with Village Crews	\$336,000.00
Full - Depth Asphalt Patching Program	\$448,000.00
Asphalt Utility Patching	\$125,000.00
Project Totals	\$1,491,000.00

Nine (9) potential bidders purchased plans for the referenced project. Seven (7) bids were received and opened at 10:00 A.M. on April 14, 2017. The bid results are summarized on the following page.

Bid Results: (Villages of Lombard, Bensenville & Woodridge and Downers Grove Sanitary District)

<i>Company</i>	<i>Bid</i>
#1 R W Dunteman Company	\$ 1,334,416.44
#2 Brothers Asphalt Paving, Inc.	\$ 1,434,408.04
#3 Geneva Construction Company	\$ 1,440,313.53
#4 Schroeder Asphalt Services, Inc.	\$ 1,508,773.96
#5 J A Johnson Paving	\$ 1,548,874.13
#6 K-Five Construction Corporation	\$ 1,719,323.10
#7 Plote Construction, Inc.	\$ 1,740,182.53
Engineer's Estimate	\$ 1,665,994.90

Based on Village of Lombard quantities and unit prices submitted by R.W. Dunteman Company, the contract amount is \$1,193,540.10 for the Village's portion of work of the MPI.

Recommendation:

The Engineering Division recommends awarding this contract to the low bidder, R.W. Dunteman Company in the amount of \$1,193,540.10 for the Village of Lombard's portion.

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on May 4, 2017. If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.



PROPOSAL SUBMITTED BY		
RW Dunteman Company		
Contractor's Name		
P.O. Box 1129		
Street	P.O. Box	
Addison	IL	60101
City	State	Zip Code

COUNTY STATE OF ILLINOIS
DU PAGE
VILLAGE OF LOMBARD
(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF
STREET NAME OR ROUTE VARIOUS
SECTION NO. 17-00000-01-GM
TYPES OF FUNDS MOTOR FUEL TAX and CORPORATE

☒ SPECIFICATIONS (required)

☐ PLANS (required)

☒ CONTRACT BOND (when required)

**For Municipal Projects
Submitted/Approved/Passed**

☐ Mayor ☒ President of Board of Trustees ☐ Municipal Official

May 4, 2017

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer

Date

**For County and Road District Projects
Submitted/Approved**

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

County DuPage
Local Public Agency Village of Lombard
Section Number 17-00000-01-GM
Route Various

1. THIS AGREEMENT, made and concluded the 4th day of May 2017,
Month and Year
between the Village of Lombard
acting by and through its President and Board of Trustees known as the party of the first part, and
R W Duntelman Company his/their executors, administrators, successors or assigns,
known as the party of the second part.
2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.
3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 17-00000-01-GM, in Lombard, Illinois, approved by the Illinois Department of Transportation on _____, are essential documents of this
Date
contract and are a part hereof.
4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: The Village of Lombard

Clerk By _____
Party of the First Part

(Seal) _____
(If a Corporation)

Corporate Name _____
By _____
President Party of the Second Part

(If a Co-Partnership)

Attest: _____
Secretary

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part



Route Various
County DuPage
Local Agency Village of Lombard
Section 17-00000-01-GM

We , R W DUNTEMAN COMPANY

a/an) ☐ Individual ☐ Co-partnership ☐ Corporation organized under the laws of the State of Illinois ,
as PRINCIPAL, and _____

_____ as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of _____

_____ Dollars (_____), lawful money of the
United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors,
administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, 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 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 to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery 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 LA and its awarding authority 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.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. _____

PRINCIPAL

R W Dunteman Company

(Company Name)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____

Notary Public

(SEAL)

SURETY

By: _____
(Signature of Attorney-in-Fact)

(Name of Surety)

STATE OF ILLINOIS,

(SEAL)

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____

Notary Public

(SEAL)

Approved this _____ day of _____, A.D. _____

Attest:

Village of Lombard

(Awarding Authority)

Village of Lombard Clerk

(Chairman/Mayer/President)