

RESOLUTION NUMBER 24-14

A RESOLUTION AUTHORIZING A CONTRACT WITH CHICAGOLAND PAVING CONTRACTORS, INC. FOR THE 2014 STREET IMPROVEMENT PROGRAM

WHEREAS, the Village of East Dundee (the "Village") is a duly organized and validly existing home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, the Village has publicly advertised for bids for a project commonly known as the 2014 Street Improvement Program as described in the request for bids attached hereto and made a part hereof as Exhibit A; and,

WHEREAS, based upon a review of the bids received and the determination as to the qualifications of the bidders, the President and Board of Trustees (the "Corporate Authorities") have determined that Chicagoland Paving Contractors, Inc. having submitted a bid in the amount of \$524,928.13 is the lowest responsible bidder; and,

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the Village to enter into a contract with Chicagoland Paving Contractors, Inc. based on its bid for the 2014 Street Improvement Program.

NOW THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, as follows:

Section 1: That the Corporate Authorities do hereby incorporate the foregoing whereas clauses into this resolution as though fully set forth herein thereby making the findings as hereinabove set forth.

Section 2: That the bid submitted by Chicagoland Paving Contractors, Inc. in the amount of \$524,928.13 is hereby accepted and the Village President and Village Clerk are hereby authorized on behalf of the Village to execute and attest a contract as attached hereto and made a part hereof as Exhibit B for the 2014 Street Improvement Program as described in the bid specifications attached as Exhibit A and to execute any other documents necessary for this project.

Section 3: That this resolution shall be in full force and effect from and after its passage and approval according to law.

Adopted this 18 day of August, 2014, pursuant to a roll call vote as follows:

AYES: Trustees Gorman, Lynam, Skillicorn, Selep and Wood

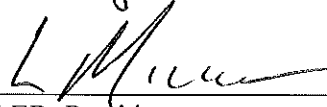
NAYES:

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ABSENT:

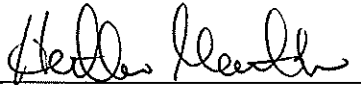
Trustee Ruffalo

Approved by me this 18 day of August, 2014.



LAEL MILLER, President

ATTEST:



HEATHER MAIERITSCH, Village Clerk

Recorded in the Village Records on August 20, 2014.



Gerald L. Heinz & Associates, Inc.

Consulting Engineers and Professional Land Surveyors

MEMORANDUM

DATE: August 14, 2014

TO: Village President and Village Trustees

AT: East Dundee

FROM: Joseph D. Heinz, P.E.

SUBJECT: 2014 Street Improvement Program

Job No. ED-1994

Bids were opened on the 2014 Street Improvement Program today at 10:00 A.M.. Seven (7) bids were received, ranging from the low bid of \$524,928.13 to a high bid of \$700,057.00. A tabulation of bids is included with this memo for your information. The lowest bid was received from Chicagoland Paving Contractors, Inc. of Lake Zurich, Illinois. Their bid is approximately 4.07% below our engineer's estimate of construction cost of \$547,217.00.

The original budget for this year's street program for construction and construction engineering is \$375,000 but several projects had been added to the program which are broken out as follows:

Original Street Program Budget:	\$375,000
Jackson & River Street Parking Additions:	\$150,000
Parking on Park Street:	\$ 36,000 (50% DTPD cost share)
Library Parking Lot Improvements:	\$ 47,000 (100% FRVPLD)
Paving Doederlein Parking Lot (Binder)	<u>\$ 22,000</u>
TOTAL REVISED BUDGET	\$630,000

We would recommend that the Village Board award the contract to the lowest responsible bidder, Chicagoland Paving by the following action:

1. Move to award the 2014 Street Improvement Program contract to Chicagoland Paving Contractors, Inc. in the amount of \$524,928.13, provided that the village does not receive any protests within eight (8) days of the bid opening or by August 22, 2014; and
2. Authorize the Village President and Clerk to execute the contract documents and all other forms required during the course of the project.

Chicagoland Paving is prequalified with IDOT for this type of work. They have also been the contractor for several past year's street programs and we have not had any problems with them in the past.

If you have any further questions or need more information prior to your next scheduled regular meeting on August 18, 2014, please do not hesitate to contact us.

cc Robert Skurla, Village Administrator

VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS
"2014 STREET IMPROVEMENT PROGRAM"

AGREEMENT


1. THIS AGREEMENT, made and concluded this 29th day of August, 2014 between the Village of East Dundee acting by and through its President and Board of Trustees, known as the party of the first part, and Chicagoland Paving Contractors, Inc. of Lake Zurich, Illinois, 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 plans of this agreement and the requirements of the ENGINEER under it.

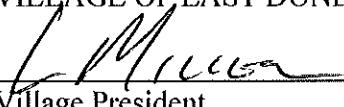
3. And, it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond hereto attached, and the Plans for the "2014 STREET IMPROVEMENT PROGRAM," VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS as prepared by GERALD L. HEINZ & ASSOCIATES, INC. are all essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

For the OWNER
Party of the First Part

ATTEST:


Village Clerk
(Municipal Seal)

VILLAGE OF EAST DUNDEE
By 

Village President
(Party of the First Part)

For the CONTRACTOR
Party of the Second Part

Secretary
(Corporate Seal)

CHICAGOLAND PAVING
CONTRACTORS, INC.
By _____
President
(Party of the Second Part)

VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS
"2014 STREET IMPROVEMENT PROGRAM"

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, That we, CHICAGOLAND PAVING CONTRACTORS, INC., corporation organized and existing under the laws of the State of Illinois 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 held and firmly bound unto the Village of East Dundee, County of Kane, State of Illinois, in the penal sum of Five Hundred Twenty-four Thousand Nine Hundred Twenty-eight and 13/100 Dollars (\$524,928.13), lawful money of the United States, well and truly to be paid unto said Village of East Dundee for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATIONS IS SUCH that whereas the said Principal has entered into a written contract with the Village of East Dundee acting through the President and Board of Trustees of said Village for construction of the work designated as "2014 STREET IMPROVEMENT PROGRAM," 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 him for the purpose of constructing said 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 East Dundee and the President and Board of Trustees and its or his/her agents harmless on account of any such damages, and

CONTRACT BOND

Page 1 of 4

State of _____

ss.

County of _____

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ and _____ are to me personally known to be President and Secretary, respectively, doing business under the name and style of Chicagoland Paving Contractors, Inc., a corporation, and also known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Secretary, respectively, they signed, sealed, and delivered the said instrument as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and that they were duly authorized to execute the same as the Board of Directors of said corporation.

Given under my hand and notarial seal this 29th day of August A.D., 2014.

My commission expires _____

Notary Public

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 WITNESS WHEREOF, We have duly executed the foregoing Obligation this 29th day of August, A.D., 2014.

CONTRACTOR: Chicagoland Paving Contractors, Inc.

Attest: _____
Secretary
(Corporate Seal)

By: _____
President

Surety: _____

By: _____
Attorney in Fact

State of Illinois

ss.

County of Kane and Cook

I, Katherine Holt, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lael Miller and Heather Maientz who is personally known to me to be the same person who signed the above and foregoing instrument as the ~~Attorney in Fact~~ ^{Village President and Clerk} for The Village of East Dundee, appeared before me this day in person and acknowledged that he/she signed the name of Lael Miller and Heather Maientz thereto, as his/her Principal, and his/her own name as Village President and Clerk ~~Attorney in Fact~~; as the free and voluntary act of his/her said Principal for the uses and purposes therein set forth, and that he/she executed the said instrument under authority given him/her by said principal.

Given under my hand and notarial seal this 29th day of August A.D., 2014.

My commission expires 5-28-17 Katherine Holt
Notary Public



Approved this 29th day of August, 2014.

Heather Maientz
Village Clerk
(Municipal Seal)

By: L Miller
Village President

