



**AGENDA ITEM # 13B**

**AGENDA ITEM EXECUTIVE SUMMARY  
Village Board Meeting  
June 11, 2018**

**Item Title:**           **Public Works Facility Roof Replacement**

**Staff Contact:**       Victor c. Ramirez, P.E. Public Works Director

**VILLAGE BOARD ACTION**

**Adopt a Resolution authorizing the Mayor to execute an agreement for the 2018 Public Works Administration and Garage roof replacement project between the Village of Roselle and CIC Corporation in the amount of \$644,940.00.**

**Executive Summary:**

On May 14, 2018, the Committee of the Whole reviewed the results of the bids received for the Public Works administration and garage roof replacement. The Committee concurred with the award to the lowest, responsive, and responsible bidder CIC Corporation in the amount of \$644,940.00.

**Implications:**

**Is this item budgeted?**    Yes.

**Any other implications to be considered?**    The recent contract award for the 2018 Street Improvement Program reflected \$55,000 in savings from the original budget estimate. As the budget reflects 70% of project costs coming from the General Capital Projects Fund and 30% coming from the W/S Fund, \$76,000 of the \$255,000 variance in project costs will come from the W/S Fund. Therefore, the remaining \$123,000 will come from reserves in the General Capital Projects Fund.

**Attachments:**

Resolution Public Works Roof Replacement 6 11 18  
Contract CIC Corporation 6 11 18

**RESOLUTION NO. 2018-**

**A RESOLUTION AUTHORIZING THE MAYOR  
TO EXECUTE AN AGREEMENT FOR THE 2018 PUBLIC WORKS  
ADMINISTRATION AND GARAGE ROOF REPLACEMENT PROJECT BETWEEN  
THE VILLAGE OF ROSELLE AND CIC CORPORATION IN THE AMOUNT OF  
\$644,940.00**

WHEREAS, the corporate authorities of the Village of Roselle deem it in the best interests of the Village to enter into an agreement with CIC Corporation, 441 W. Bonner Road, Wauconda, IL 60084 for the 2018 Public Works Administration and Garage Roof Replacement Project located at 474 Congress Circle North; and

WHEREAS, the Village engaged The Garland Company to develop a project and prepare a bid package that included the removal of the existing ballast roof system and replacement with 3.5" of insulation and a new EDPM membrane roof and appurtenances; and

WHEREAS, the Village budgeted funds for the above stated project in the General Capital Projects Fund and the Water & Sewer Capital Projects Fund; and

WHEREAS, the Village solicited bids utilizing the US Communities consortium to conduct a public bidding process and bids were publicly opened and read on May 2, 2018 and CIC Corporation was determined to be the lowest, responsive, and responsible bidder; and

WHEREAS, both parties agree to the terms and conditions set forth in the bid proposal and agreement for 2018 Public Works Administration and Garage Roof Replacement Project as described in Exhibit A.

NOW, THEREFORE, be it resolved by the Mayor and Board of Trustees of the Village of Roselle that the Mayor is hereby authorized to sign and the Village Clerk is hereby directed to attest that certain Agreement for 2018 Public Works Administration and Garage Roof Replacement Project between the Village of Roselle and CIC Corporation, which is attached hereto and incorporated as fully set forth as Exhibit A.

ADOPTED this 11<sup>th</sup> day of June, 2018

AYES:

NAYS:

ABSTAIN:

ABSENT:

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Andrew J. Maglio, Mayor

ATTEST:

\_\_\_\_\_  
Patricia Burns, Village Clerk

**CONTRACT FOR PUBLIC WORKS ADMINISTRATION AND GARAGE ROOF  
REPLACEMENT CONSTRUCTION SERVICES**

THIS CONTRACT is made and entered into by and between the Village of Roselle, a body politic and corporate (hereinafter the "Village"), and CIC Corporation (hereinafter "Contractor").

**WITNESSETH:**

WHEREAS, the Public Works Facility roof requires replacement as it is at the end of its useful life, and requires removal and replacement with new insulation and a new EDPM membrane roof and appurtenances, and

WHEREAS, the Village has determined that it is reasonable, necessary and desirable to obtain the services of a contractor to complete the project; and

WHEREAS, Contractor desires to provide the necessary services upon the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties agree as follows:

1. Scope of Services. Contractor shall perform the services described in its proposal dated May 2, 2018, which is attached hereto and incorporated herein as Exhibit A. Contractor represents and warrants that it shall perform its services in a manner consistent with the level of care and skill customarily exercised by other contractors under similar circumstances at the time the services are performed. Where this Agreement is inconsistent with any provision of Exhibit A, this Agreement shall control.

2. Compensation. The total amount to be paid Contractor for the services under this Contract and expenses incurred in connection therewith is \$644,940.00. Contractor shall submit its payment requests, and the Village shall pay contractor in accordance with the Local Government Prompt Payment Act.

3. Additional Services. Contractor shall perform only those services specified herein. In the event Contractor or the Village determines that additional services are required to complete the project, such additional services shall not be performed unless directed in writing by the Village. Payment for additional services shall be as mutually agreed upon by the parties.

4. Hold Harmless and Indemnification. Contractor shall defend, hold harmless and indemnify the Village, its officers, agents, employees and elected officials, from any loss, damage, demand, liability, cause of action, fine, judgment or settlement, together with all costs and expenses related thereto (including reasonable expert witness and attorney fees), that may be incurred as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever arising from or in any manner connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of Contractor in performing the services provided for in this Contract or the negligent acts, errors, omissions or intentional acts or omissions of any agent, subcontractor or contractor hired to perform any service on behalf of Contractor. The obligation on the part of the Contractor to defend, hold harmless and indemnify the Village shall survive the expiration or termination of this contract.

5. Insurance. Unless otherwise authorized in writing by the Village Administrator, Contractor and each of its agents, subcontractors and contractors hired to perform any services provided for herein shall purchase and maintain during the term of this Contract insurance coverage which will satisfactorily insure Contractor and, where appropriate, the Village against claims and liabilities which may arise out of the services referred to in this Contract. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the Village. The insurance coverages shall include, but not necessarily be limited to, the following:

(A) Worker's Compensation insurance with limits as required by the applicable statutes of the State of Illinois. The Employer's Liability coverage under the Worker's Compensation policy

shall have limits of not less than \$500,000 each accident/injury; \$500,000 each employee/disease; \$500,000 policy limit.

(B) Commercial general liability insurance protecting Contractor against any and all public liability claims which may arise in the course of performance of this Contract. The limits of liability shall be not less than \$1,000,000 each occurrence bodily injury/property damage combined single limit and \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

(C) Commercial automobile liability insurance covering Contractor's owned, non-owned and leased vehicles which protects Contractor against automobile liability claims whether on or off of the Village's premises with coverage limits of not less than \$1,000,000 per accident bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

(D) Umbrella or Excess liability insurance with limits of not less than \$1,000,000 per occurrence bodily injury/property damage combined single limit. The Umbrella or Excess coverage shall apply in excess of the limits stated in subparagraphs (B) and (C) above, and shall either include an endorsement naming the Village as an additional insured or provide "following form" coverage for the primary insurance.

6. Evidence of Insurance. Contractor shall furnish the Village with a certificate of insurance and, upon the Village's request, copies of all insurance policies and endorsements thereto evidencing the coverages stated above. The insurance certificates and policies shall provide that no cancellation or modification of the policies shall occur without at least 30 days' written notice to the Village. Contractor shall not commence any services under this Contract until evidence of the

required insurance is received and approved by the Village. The Village shall be named on the policies required by Section 5 subsections (B) and (D) as additional insured. No policy shall require contribution by the Village's insurance.

7. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, rules and regulations, and with all Village ordinances, rules and regulations now in force or hereafter enacted in the performance of the services required under this Contract. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

8. Control of Services. The Village shall not be responsible for or have control over the means, methods, techniques or procedures with respect to the performance by Contractor of the services in this Contract.

9. Termination of Contract. If the Village concludes that the Contractor is not performing in accordance with the terms set forth herein, the Village Administrator, or his designee, may issue a stop work order requiring an immediate cessation of all work except that necessary to secure project protection and safety. If the Contractor fails to remediate its breach within forty eight (48)

business hours the Village administrator may terminate this Agreement. In the event of a termination, the Village shall pay Contractor for the services performed and expenses incurred as of the effective date of termination, less any sums attributable, directly or indirectly, to Contractor's breach. Stop work orders may be issued by the Village Administrator or his designee orally or by e-mail to the Contractor. All oral stop work orders shall be confirmed by e-mail but e-mail shall not be a prerequisite to the stop work order becoming effective.

10. Recovery of Costs. In the event the Village is required to institute any proceeding or action, whether legal or equitable, to enforce any provision of this Contract, the Village shall be entitled to recover all costs and expenses incurred as a result of said action or proceeding, including reasonable expert witness and attorney fees.

11. Ownership of Documents & Release of Information. All records, reports, tests, studies, documents, data or other information, regardless of whether in written, electronic or other format, prepared or generated by Contractor in connection with performing the services provided for herein shall be regarded as the sole and exclusive property of the Village and shall not be utilized by Contractor in any manner on other projects or distributed to third parties without the prior written consent of the Village. In addition, any information provided by the Village to Contractor in connection with Contractor's performance of the services provided for herein and all information associated with Contractor's work product shall remain confidential and shall not be disclosed to any third party without the prior written consent of the Village.

12. FOIA. Contractor agrees to furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et/ seq.) (hereinafter, "FOIA") request within five business days after Village issues notice of such request to the Contractor. Contractor agrees to not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request except it may

request and shall be paid fees authorized by the FOIA. Contractor agrees to defend, indemnify and hold harmless Village and agrees to pay all reasonable costs connected therewith (including but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for Village to defend any and all causes of action, disputes, prosecutions, or conflicts arising from Contractor's failure to furnish all documentation related to a request within five days after the Village issues notice of request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all cost connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Contractor's request to utilize a lawful exemption to Village.

13. Integration. The provisions set forth herein represent the entire agreement between the parties and supersede all prior agreements, promises and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Contract. This Contract may be modified only by a further written agreement between the parties, and no modification shall be effective unless properly approved and executed by each party.

14. Exclusive jurisdiction for any disputes under this Agreement shall be in the 18<sup>th</sup> Judicial Circuit Court, Wheaton, DuPage County, Illinois.

IN WITNESS WHEREOF, the parties have entered into this Contract as of the 11th day of June, 2018.

VILLAGE OF ROSELLE  
ADMINISTRATOR'S OFFICE  
31 S. PROSPECT ST.  
ROSELLE, IL 60172

CIC CORPORATION  
441 W. BONNER ROAD  
WAUCONDA, IL 60084

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

Mayor

Owner/President

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

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



**Garland/DBS, Inc.**  
**3800 East 91<sup>st</sup> Street**  
**Cleveland, OH 44105**  
**Phone: (800) 762-8225**  
**Fax: (216) 883-2055**



## **ROOFING MATERIAL AND SERVICES PROPOSAL**

**Village of Roselle**  
**Public Works**  
**474 Congress Cir N**  
**Roselle, IL 60172**

**Date Submitted: 04/24/2018**  
**Proposal #: 25-IL-180425**  
**MICPA # 14-5903**  
**Illinois Contractor License #: 104.015673**

Purchase orders to be made out to: Garland/DBS, Inc.

**Please Note:** The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Cobb County, GA and U.S. Communities. This budget/estimate should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered a competitive bid process for the project with the hopes of providing a lower market adjusted price whenever possible.

### **Scope of Work: Public Works Roof Replacement**

1. Remove existing ballast rock and EPDM membrane leaving existing 2.0" polyisocyanurate insulation on structural metal deck.
2. Mechanically fasten existing 2.0" polyisocyanurate insulation directly to metal deck in pattern determined by wind uplift calculations.
3. Install additional 3.5" iso insulation in insulation adhesive directly to existing iso insulation.
4. Install .5" Densdeck in insulation adhesive directly to second layer of iso insulation.
5. Install 1xPly HPR Torch base directly to Densdeck.
6. Install 1xPly Stressply IV Mineral cap sheet directly to torch base sheet.
7. Install HPR torch base sheet at all projections and perimeter. Extend modified flashing ply 6" onto field of roof.
8. Install finished modified flashing ply, Stressply IV mineral cap sheet at all projections and perimeter. Extend modified flashing ply 9" onto field of roof.
9. Coat entire roof with Garlabrite at a rate of 2.0 gallons/square (two coats applied 90 degrees apart).
10. Install new skylights at all locations.
11. Seal all pitch pans with 2-part pitch pan filler.

12. Install new 24-ga. Kynar coated steel coping at all perimeters and penetrations in a color selected by owner.
13. Install new boots at all drain pipe between drain bowl and pipe.

**Public Works Roof Replacement:**

<b>Proposal Price Based Upon Market Experience:</b>	<b>\$ 644,940</b>
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**Garland/DBS Price Based Upon Local Market Competition:**

<b>CIC Corporation</b>	<b>\$ 644,940</b>
<b>National Roofing</b>	<b>\$ 654,430</b>
<b>Custom Installations</b>	<b>\$ 671,079</b>

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers. Proposal pricing valid through 12/31/2018.

**Clarifications/Exclusions:**

1. Sales and use taxes are excluded. Please issue a Tax Exempt Certificate.
2. Permits are excluded.
3. Bonds are included.
4. Plumbing, Mechanical, Electrical work is excluded.
5. Masonry work is excluded.
6. Temporary protection is excluded.
7. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

*Matt Egan*

Matt Egan  
 Garland/DBS, Inc.  
 (216) 430-3662