



AGENDA ITEM # 7C

AGENDA ITEM EXECUTIVE SUMMARY

Village Board Meeting

May 10, 2021

Item Title: 2021 Sidewalk Replacement and Utility Dig Up Program

Staff Contact: Kristin Mehl, Assistant Director of Public Works/Village Engineer

VILLAGE BOARD ACTION

Adopt a Resolution authorizing the execution of a contract for the 2021 Sidewalk Replacement and Utility Dig Up Program between the Village of Roselle and Schroeder and Schroeder, Inc. in the amount of \$68,708.50

Executive Summary:

Each year the Village budgets funds to address sidewalk and curb and gutter deficiencies. The deficiencies are typically cracked/deteriorated surface, severe slope and vertical joint separation of sidewalk and curb and gutter. These deficiencies are effects of constant exposure to salt during winter, climate changes, settlement, and ground erosion. As part of this year’s program, restoration of some sidewalk, driveways and pavement patching work damaged by the repair of underground infrastructure, such as watermain breaks and sewer repairs, was included in the program.

On May 05, 2021, the Village received and opened four competitive bids for this project.

The four bids received were as follows:

- Schroeder & Schroeder, Inc. \$ 68,708.50
- Strada Construction Co. \$ 70,203.50
- Globe Construction Co., Inc. \$ 98,965.00
- Alliance Contractors, Inc. \$ 152,332.50

Schroeder and Schroeder, Inc. has worked in Roselle previously and performed well. Staff recommends that the bid be awarded to Schroeder and Schroeder, Inc. as the lowest, responsive, and responsible bidder.

Implications:

Is this item budgeted? Yes. \$100,000 was budgeted for the Village Sidewalk Program for FY 2021 (Budget No. 4140570 – 71100 - 132). Work related to restoration of underground infrastructure repairs will be charged to each corresponding budget line item.

Any other implications to be considered? None.

Attachments:

Resolution Authorizing Contract Award Approval
Contract for Construction Services
Bid Results Summary

RESOLUTION NO. 2021-

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR
THE 2021 SIDEWALK REPLACEMENT AND UTILITY DIG UP PROGRAM
BETWEEN THE VILLAGE OF ROSELLE AND SCHROEDER AND SCHROEDER,
INC. IN THE AMOUNT OF \$68,708.50**

WHEREAS, the corporate authorities of the Village of Roselle deem it in the best interests of the Village to enter into an agreement with Schroeder and Schroeder, Inc., 7306 Central Park, Skokie, Illinois 60076 for 2021 Sidewalk Replacement and Utility Dig Up Program; and

WHEREAS, the Village developed a project and prepared a bid package that includes the replacement of deteriorated sidewalk at various locations and the restoration of all sidewalk and pavement patching work damaged by the repair of underground infrastructure; and

WHEREAS, the Village budgeted funds for the above stated projects in the General Fund and the Water and Sewer Operating Fund; and

WHEREAS, the Village solicited bids in a public bidding process and bids were opened and read on May 5, 2021, 2021 at 10:00 A.M. and Schroeder and Schroeder Inc., 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 2021 Sidewalk Replacement and Utility Dig Up 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 2021 Sidewalk Replacement and Utility Dig Up Program between the Village of Roselle and Schroeder and Schroeder, Inc., which is attached hereto and incorporated as fully set forth as Exhibit A.

ADOPTED this 10th day of May, 2021
AYES:
NAYS:
ABSTAIN:
ABSENT:

David Pileski, Mayor

ATTEST:

Patricia Burns, Village Clerk

**CONTRACT FOR CONSTRUCTION SERVICES FOR THE 2021 SIDEWALK REPLACEMENT
AND UTILITY DIG UP PROGRAM**

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

WITNESSETH:

WHEREAS, the Village has identified several deteriorated sidewalk at various locations throughout the Village, included also is the restoration of some sidewalk and pavement patching work damaged by the repair of underground infrastructures; 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 sealed bid proposal dated May 5, 2021, 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 \$68,708.50. 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 \$2,000,000 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 18th Judicial Circuit Court, Wheaton, DuPage County, Illinois.

IN WITNESS WHEREOF, the parties have entered into this Contract as of the 10th day of May, 2021.

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

SCHROEDER AND SCHROEDER, INC.
7306 CENTRAL PARK
SKOKIE, IL 60076

BY: _____

Mayor

BY: _____

Owner/President

ATTEST: _____

ATTEST: _____



VILLAGE OF ROSELLE

RETURN WITH BID

PROPOSAL SUBMITTED BY:

Schroeder & Schroeder Inc.

Contractor's Name

7306 Central Park

Street

Skokie

City

P.O. Box

60076

State

Zip Code

SPECIFICATIONS, PLANS AND CONTRACT PROPOSAL

FOR

THE IMPROVEMENT OF

2021 Sidewalk Replacement and Utility Dig Up Program

Signatures:

From: Schroeder & Schroeder Inc.
Company

7306 Central Park
Address

Skokie IL 60076
City State Zip Code

(847) 933-0526
Telephone


(847) 933-0528
FAX

mary@schroederconcrete.net
E-MAIL

The undersigned hereby acknowledges having received a full set of the Specifications and Contract Documents and Addenda Nos. None (None unless indicated).

DATE OF BID 05/05/2021

NAME OF COMPANY Schroeder & Schroeder Inc.

BIDDER NAME Chris Schroeder 
(Printed Authorized Name) (Authorized Signature)

ADDRESS 7306 Central Park CITY Skokie STATE IL ZIP 60076

PHONE (847) 933-0526 FAX (847) 933-0528 EMAIL mary@schroederconcrete.net

AGREEMENT: The bidder, in submitting this proposal, affirms to have read and hereby agrees to comply will all provisions and requirements of the specifications and agreement documents attached hereto. This proposal shall remain in force and effect for a 90 day period form the date that bids are due.

References:

List below the name, address, phone number, and a name of a contact for at least three customers/clients, preferably municipalities or other government/public agencies with which it currently holds a similar contract for a minimum period of one (1) year:

- 1) Customer/Client: Village of Algonquin
Address: 110 Meyer Drive, Algonquin, IL 60102
Contact Person: Michele Zimmerman Phone: (847) 658-2700
Scope of Work: Concrete Flat Work

- 2) Customer/Client: Village of Glenview
Address: 2500 E. Lake Avenue, Glenview, IL 60026
Contact Person: Tom Hagerty Phone: (847) 904-4421
Scope of Work: Concrete Flat Work

- 3) Customer/Client: Village of Schaumburg
Address: 714 S. Plum Grove Road, Schaumburg, IL 60193
Contact Person: Brandon Stahl Phone: (630) 878-2608
Scope of Work: Concrete Flat Work

CERTIFICATE 00 62 07

SUBSTANCE ABUSE PREVENTION PROGRAM

The undersigned, upon being first duly sworn, hereby certifies to the (Owner) Village of Roselle, that Schroeder & Schroeder Inc. (Contractor) has in place a written Substance Abuse Prevention Program that meets or exceeds the requirements of the State of Illinois P.A. 095-0635, or has a collective bargaining agreement in effect dealing with the subject matter of P.A. 095-0635. The Contractor and Subcontractors will file a copy of the Substance Abuse Prevention Program, or collective bargaining agreement, with the Client prior to any work being conducted on the project.

By: *Chris Schroeder*
(Name of Contractor) Chris Schroeder

President
(Title)

Subscribed and sworn to before me

this 5th day of MAY, 2021.

My Commission Expires: 4/15/2024

Mary L Brount
Notary Public

(SEAL)



EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

Chris Schroeder, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor complies with the provisions of the Employment of Illinois Workers on Public Works Act as they may apply to this Project.

Dated this 5th day of May, 2021

Attest/Witness

By: *Margaret Bount*
Title: Secretary

By: *Chris Schroeder*
Title: President

Subscribed and sworn to before me

this 5th day of May, 2021

My Commission Expires: 1-25-25

Theresa M Winandy
Notary Public


(SEAL)



RETURN WITH PROPOSAL

CONTRACTOR CERTIFICATION
SEXUAL HARASSMENT POLICY

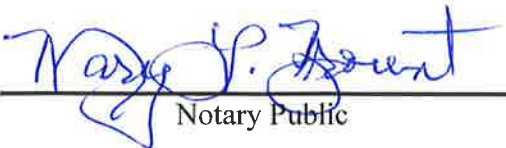
Schroeder & Schroeder Inc. ("Contractor"), having submitted a bid/proposal for the 2021 Sidewalk Replacement and Utility Dig up Program for the Village of Roselle, hereby certifies that said Contractor has a written sexual harassment policy in place and in full compliance with 775 ILCS 5/2-105 (A) (4).

Signed by:  (Corporate Seal)
Title: President
Name & Address: Schroeder & Schroeder Inc.
Contractor/Vendor: 7306 Central Park
Skokie, IL 60076

PROJECT: 2021 Sidewalk Replacement and Utility Dig Up Program

Subscribed and sworn to before me

this 5th day of May, 2021


Notary Public



**Village of Roselle Public Works
2021 Sidewalk Replacement and Utility Dig Up Program**

Bid Date: 05/05/2021
Time: 10:00 AM

BID RESULT SUMMARY

Item No.	Company Name:	TOTAL BID AS - READ:	TOTAL BID AS - CORRECTED:
1	Schroeder and Schroeder, Inc.	\$ 68,708.50	\$ 68,708.50
2	Strada Construction Co.	\$ 70,203.50	\$ 70,203.50
3	Glode Construction Co, Inc.	\$ 98,965.00	\$ 98,965.00
4	Alliance Contractors Inc.	\$ 152,332.50	\$ 152,332.50