



AGENDA ITEM # 13A

AGENDA ITEM EXECUTIVE SUMMARY

Village Board Meeting

March 28, 2022

Item Title: 2022 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 2022 Sidewalk Replacement and Utility Dig Up Program between the Village of Roselle and Strada Construction Co. in the amount of \$111,800.

Executive Summary:

Each year the Village budgets funds to address sidewalk and curb & gutter deficiencies. The deficiencies are typically cracked/deteriorated surface, drainage issues, 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, driveway, curb and pavement patching work damaged by the repair of underground infrastructures were included to the program.

On March 16th, 2022, the Village received and opened six competitive bids for this project. The six bids are summarized in the attached Bid Results Summary. Strada Construction was recommended by neighboring communities and has performed well on similar projects. Staff recommends that the bid be awarded to Strada Construction Co. as the lowest, responsive, and responsible bidder up to the total budget amount of \$111,800.

Implications:

Is this item budgeted? Yes. \$100,000 was budgeted for the Village Sidewalk Program for FY 2022 (Budget No. 4140580 – 72010) and work related to underground infrastructures will be charged to each corresponding budget line item for a total budget amount of \$111,800.

Any other implications to be considered? The bid came in at \$124,960, which is over the budget amount of \$111,800. The award includes repair work for unknown emergency utility repairs throughout the year. The quantity for this work varies each year, so the award has been reduced to meet the budget amount. Should additional repairs be needed a change order will be brought back for approval.

Attachments:

Resolution

Contract for Construction Services

Bid Results Summary

RESOLUTION NO. 2022-

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR
THE 2022 SIDEWALK REPLACEMENT AND UTILITY DIG UP PROGRAM
BETWEEN THE VILLAGE OF ROSELLE AND
STRADA CONSTRUCTION CO. IN THE AMOUNT OF \$111,800**

WHEREAS, the corporate authorities of the Village of Roselle deem it in the best interests of the Village to enter into an agreement with Strada Construction Co., 1742 W Armitage Ct, Addison, Illinois 60101 for 2022 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 and correction of drainage issues at various locations and the restoration of all sidewalk, driveway, curb and pavement patching work damaged by the repair of underground infrastructures; and

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

WHEREAS, the Village solicited bids in a public bidding process and bids were opened and read on March 16, 2022, at 10:00 A.M. and Strada Construction Co. 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 2022 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 2022 Sidewalk Replacement and Utility Dig Up Program between the Village of Roselle and Strada Construction Co., which is attached hereto and incorporated as fully set forth as Exhibit A.

ADOPTED this 28th day of March, 2022

AYES:

NAYS:

ABSTAIN:

ABSENT:

David Pileski, Mayor

ATTEST:

Patricia Burns, Village Clerk

CONTRACT NO. ___ - _____ FOR 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 Strada Construction Co. (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the Village has identified several deteriorated sidewalk and drainage issues at various locations throughout the Village, included also is the restoration of some sidewalk, driveway, curb 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 proposal dated March 16, 2022, 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 \$111,800.00. 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. Labor on this contract is subject to the "Prevailing Wage Act", 820 ILCS 130/.01 et seq. ("the Act"). Any contractor having a question as to whether the Act is applicable shall consult with their own attorney to ascertain applicability. It shall be the Contractor's obligation to comply with all its terms and conditions unless the Contractor can establish to the satisfaction of the Village that the Act is inapplicable. If it is determined that The Act applies to this Agreement, all Contractors and subcontractors subject to its terms shall comply with all of its provision, including, but not limited to the following:

A. Prevailing Rate of Wages Applies. Not less than the current prevailing rate of wages (hourly cash wages plus amount for fringe benefits) in DuPage County, Illinois, as found by the Illinois Department of Labor or by a court of review shall be paid to all laborers, workers and mechanics performing work under this Agreement. As of June 1, 2019, the prevailing wage scheduled published by the Illinois Department of Labor automatically sets the applicable prevailing rates and the Village of Roselle no longer approves an annual prevailing wage ordinance. The Illinois Department of Labor publishes the prevailing wage rates at <http://labor.illinois.gov>.

B. Revised Prevailing Rate of Wages. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to the Contractor. The Illinois Department of Labor revises the prevailing wage rates and the Contractor has an obligation to check the Illinois Department of Labor website for revisions to prevailing wage rates.

C. Certified Payroll. The Contractor and each subcontractor shall:

i. make and keep, for a period of not less than 5 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include:

1.) each worker's name, address, telephone number when available, the last four digits of the worker's social security number, the worker's gender, the worker's race, the worker's ethnicity, veteran status, classification or classifications, the worker's gross and net wages paid in each pay period, the worker's starting and ending times of work each day, the hourly wage rate, the hourly overtime wage rate, the hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable.

ii.) submit not later than the 15th day of each calendar month, in person, by mail, or electronically, a certified payroll to the Village, until the Illinois Department of Labor activates its certified payroll database, at which time the certified payroll shall only be submitted to the Illinois Department of Labor's database. The certified payroll shall consist of a complete copy of the records identified in paragraph C of Section 7. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which states that:

- 1.) such records are true and accurate;
- 2.) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and
- 3.) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.

D. Inspection of Records. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within the state of Illinois during reasonable hours the records identified in paragraph C of Section 7 to the Village of Roselle, its officers and agents, and to the State of Illinois Director of Labor and his deputies and agents. The availability for inspection and copying shall be during reasonable hours that

when considered with the location of the records and the location of the person providing the notice make it accessible by driving reasonable hours.

E. Bonds. In all Contractors' bonds the Contractor shall include a provision that will guarantee the faithful performance of the prevailing wage clause provided by this Agreement.

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 two business days the Village Administrator may terminate this Agreement. The Village may terminate this agreement without cause upon seven calendar days' notice. 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. Contractor shall provide the Village with its Project Manager's e-mail address upon its execution of this Agreement.

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. Electronic Signatures. Each party agrees that this agreement may be executed by electronic signatures, whether digital or encrypted, of the parties included in this agreement and shall have the same force and effect as manual signatures. Similarly, delivery of this agreement by electronic mail in "portable document format" (".pdf") form or by another electronic means will have the same legal effect as delivery of an original executed copy of this agreement.

15. Jurisdiction. 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 28th day of March, 2022.

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

STRADA CONSTURCTION CO.
1742 W. ARMITAGE CT.
ADDISON, IL 60101

BY: _____
Mayor

BY: _____
Owner/President

ATTEST: _____

ATTEST: _____



Public Works Department
Karen Young, Director

VILLAGE OF ROSELLE

RETURN WITH BID

PROPOSAL SUBMITTED BY:

STRADA CONSTRUCTION
Contractor's Name
1742 W. ARMITAGE CT
Street P.O. Box
ADDISON IL 60101
City State Zip Code

SPECIFICATIONS, PLANS AND CONTRACT PROPOSAL

FOR

2022 Sidewalk Replacement and Utility Dig Up Program



Public Works Department
Karen Young, Director

Signatures:

From: STRADA CONSTRUCTION CO
Company

1742 W ARMITAGE CT
Address

ADDISON IL 60101
City State Zip Code

(630) 627-3800
Telephone

(630) 627-3819
FAX

STRADACONSTCO@aol.com
E-MAIL

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

DATE OF BID 3/16/22

NAME OF COMPANY STRADA CONSTRUCTION CO

BIDDER NAME ANTONIO DIPAOLO [Signature]
(Printed Authorized Name) (Authorized Signature)

ADDRESS 1742 W ARMITAGE CITY ADDISON STATE IL ZIP 60101

PHONE 630 627-3800 FAX 630 627 3819 EMAIL STRADACONSTCO@aol.com

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.

Strada Construction Co.

1742 W. Armitage Court Addison, IL 60101 ♦ 630-627-3800 ♦ 630-627-3819 Fax

Municipal References

Village of Homewood, IL

Lisa Jones

708-206-2906

Village of Flossmoor, IL

John Brunke

708-906-9358

Village of Addison, IL

Arnie Jeschke

630-235-8152

Village of Elk Grove, IL

Dave Brandt

847-734-8078

City of Crystal Lake, IL

Jason McNally

815-790-6948

Village of Mount Prospect, IL

Donna Brown

847-875-5478

CERTIFICATE 00 62 07

SUBSTANCE ABUSE PREVENTION PROGRAM

The undersigned, upon being first duly sworn, hereby certifies to the (Owner) _____
STRADA CONSTRUCTION Co, that
_____(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: STRADA CONSTRUCTION Co
(Name of Contractor)

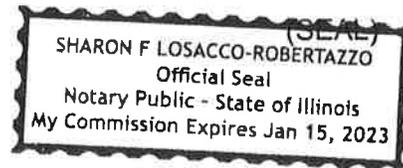
[Signature] PRESIDENT
(Title)

Subscribed and sworn to before me

this 11th day of March, 2022

My Commission Expires:

[Signature]
Notary Public



EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT

STRADA CONSTRUCTION, 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 11th day of March, 2022

Attest/Witness
By: [Signature]
Title: SECRETARY

By: [Signature]
Title: PRESIDENT

Subscribed and sworn to before me

this 11th day of March, 2022

My Commission Expires:

[Signature]
Notary Public



RETURN WITH PROPOSAL

CONTRACTOR CERTIFICATION
SEXUAL HARASSMENT POLICY

STRADA CONSTRUCTION ("Contractor"), having submitted a bid/proposal for the 2022 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: [Signature] (Corporate Seal)
Title: PRESIDENT
Name & Address: 1742 W ARMITAGE CT
Contractor/Vendor: ADDISON, IL 60101

PROJECT: 2022 Sidewalk Replacement and Utility Dig Up Program

Subscribed and sworn to before me
this 11th day of March, 2022

[Signature]
Notary Public



**Village of Roselle Public Works
2022 Sidewalk Replacement and Utility Dig Up Program**

Bid Date: 03/16/2022
Time: 10:00 AM

BID RESULT SUMMARY

Item No.	Company Name:	TOTAL BID AS - READ:	TOTAL BID AS - CORRECTED:
1	Strada Construction Co.	\$ 124,960.00	
2	Sumit Construction	\$ 147,560.00	
3	Schroeder and Schroeder, Inc.	\$ 153,410.00	
4	Glode Construction Co, Inc.	\$ 154,320.00	
5	Lifco Construction	\$ 166,350.00	
6	Alliance Contractors Inc.	\$ 250,501.00	