

**VILLAGE OF LOMBARD**  
**REQUEST FOR BOARD OF TRUSTEES ACTION**  
For Inclusion on Board Agenda  
Bids and Proposals

TO: President and Village Board of Trustees  
 FROM: David Hulseberg, Village Manager  
 DATE: September 28, 2010 AGENDA DATE: October 7, 2010  
 TITLE: Bid Waiver for Alley Improvements Lombard to Elm  
 SUBMITTED BY: David A. Dratnol, P.E., Village Engineer *DD*

**RESULTS:**

Date Bids Were Published N/A Bidding Closed N/A  
 Total Number of Bids Received N/A  
 Total Number of Bidders Meeting Specifications N/A  
 Bid Security Required \_\_\_\_\_ Yes X No  
 Performance Bond Required X Yes \_\_\_\_\_ No  
 Were Any Bids Withdrawn \_\_\_\_\_ Yes X No

**Explanation:**

Waiver of Bids Requested? X Yes \_\_\_\_\_ No  
 If yes, explain: Based on the dollar value and scope of project, it was decided that it would be in the best interest of the Village to enter into negotiations with John Neri Construction Co., Inc.  
 Award Recommended to Lowest \_\_\_\_\_ Yes X No  
 Responsible Bidder?  
 If no, explain: Board authorized staff to negotiate with John Neri Construction Co., Inc.

**FISCAL IMPACT:**

Engineer's estimate/budget estimate: \$75,000/Not Budgeted  
 Amount of Award: \$64,463.00  
 HTE:  
 Account:

**BACKGROUND/RECOMMENDATION:**

Has Recommended Bidder Worked for Village Previously X Yes \_\_\_ No  
 If yes, was quality of work acceptable X Yes \_\_\_ No  
 Was item bid in accordance with Public Act 85-1295? \_\_\_ Yes X No  
 Waiver of bids - Public Act 85-1295 does not apply X Yes \_\_\_ No

**REVIEW (as needed):**

Village Attorney XX \_\_\_\_\_ Date \_\_\_\_\_  
 Finance Director XX \_\_\_\_\_ Date \_\_\_\_\_  
 Village Manager XX \_\_\_\_\_ Date \_\_\_\_\_

**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:** David A. Hulseberg, AICP, ICMA-CM, Village Manager  
**Through:** Carl S. Goldsmith., Director of Public Works  
**From:** David A. Dratnol, P.E., Village Engineer *DD*  
**Date:** September 28, 2010  
**Subject:** Alley Improvements Lombard to Elm

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The Proposed Alley Improvements Lombard to Elm project consists of the regrading of the alley in this location along with the installation of a segment of storm sewer to improve drainage of this area. At the September 16, 2010 Village board meeting, the Board of Trustees authorized staff to negotiate a contract for the work with John Neri Construction Company.

Company	Total
John Neri Construction Co., Inc.	\$64,463.00
Engineers Estimate	\$75,000.00

The attached contract and unit prices are the results of the negotiation. This work is proposed to be paid for by utilizing a portion of the unallocated funds in the FY 2011 Asphalt paving and Patching Contract.

Please present this item to the President and Board of Trustees for review and approval at the October 7, 2010 Board meeting. If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.

# JNC

**JOHN NERI CONSTRUCTION CO., INC.**

*Sewer & Water Contractors*

770 Factory Road \*Addison, IL 60101

Tel: 630 629-8384\* Fax: 630 629-7001

[www.johnnericonstruction.com](http://www.johnnericonstruction.com)

September 28, 2010

Mr. Dave Dratnol  
Village of Lombard  
1051 S. Hammerschmidt Ave.  
Lombard, Illinois 60148

Re: Alley Improvements Lombard to Elm, Contract No. M-11-05

Dear Mr. Dratnol;

We, the JOHN NERI CONSTRUCTION CO., INC will honor the attached unit prices for the above referenced project. We anticipate the start of the work to begin in the latter part of the week of October 18, 2010.

Sincerely,



Nicholas Neri, Pres.

**JOHN NERI CONSTRUCTION CO., INC.**

# JNC

JOHN NERI CONSTRUCTION CO., INC.

*Sewer & Water Contractors*

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**JOB NAME:** Alley Improvements Lombard to Elm, Contract No. M-11-05

**Owner:** Village of Lombard

No.	Item	Description	Units	Quantity	Unit Price	Amount
1	20201200	Removal and Disposal of Unsuitable Materials	CY	10	\$ 25.00	\$ 250.00
2	20200100	Earth Excavation	CY	60	\$ 45.00	\$ 2,700.00
3	550A0640	Storm Sewer, Class A, Type 3 - 12"	LF	350	\$ 42.00	\$ 14,700.00
4	X0321317	Trench Backfill, Special	CY	111	\$ 38.00	\$ 4,218.00
5	60228110	Manhole, Type A - 4' Diameter, Closed Lid	EA	1	\$ 2,200.00	\$ 2,200.00
6	60200305	Catch Basin, Type A - 4' Diameter, Open Lid	EA	2	\$ 1,850.00	\$ 3,700.00
7	60235700	Inlet, Type A, Open Lid	EA	1	\$ 1,000.00	\$ 1,000.00
8	44004600	PCC Sidewalk Removal and Replacement	SF	250	\$ 8.00	\$ 2,000.00
9	44001700	B6.12 Curb & Gutter Removal and Replacement	LF	20	\$ 30.00	\$ 600.00
10	44201759	Class D Patches, Type IV, 9 Inch	SY	23	\$ 76.00	\$ 1,748.00
11	21101300	Topsoil and Seed	SY	300	\$ 6.00	\$ 1,800.00
12	44000100	Pavement Removal	SY	37	\$ 20.00	\$ 740.00
13	44000200	Driveway Pavement Removal	SY	252	\$ 18.00	\$ 4,536.00
14	Z0004514	Hot-Mix Asphalt Driveway Pavement, 4"	SY	163	\$ 28.00	\$ 4,564.00
15	42300200	PCC Driveway Pavement, 6"	SY	157	\$ 54.00	\$ 8,478.00
16		Preparation of Base	SY	603	\$ 18.00	\$ 10,854.00
17		Sediment Control Drainage Structure Inlet Filter - Village Owned	EA	3	\$ 75.00	\$ 225.00
18		Sediment Control Drainage Structure Inlet Filter Cleaning	EA	3	\$ 50.00	\$ 150.00

**TOTAL**

**\$ 64,463.00**

# VILLAGE OF LOMBARD

## CONTRACT

### CONTRACT DOCUMENT NUMBER M-11-05

This agreement is made this 7<sup>th</sup> day of October, 2010, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and John Neri Construction Co., Inc. (hereinafter referred to as the "Contractor") and their respective successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the Contract Documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the Contract Documents:

Alley Improvements Lombard to Elm: Work will include the installation of approximately 350 ft of storm sewer and the reshaping an existing gravel alley.

1. This contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
  - a. Contract Document Number M-11-05 for Alley improvements Lombard to Elm, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Notice to Bidders on Contract Document Number M-11-05 - Legal Notice
    - iv) General Provisions
    - v) Special Provisions
    - vi) Plans and Specifications
  - b. The Contractor's Proposal Dated September 28, 2010
  - c. Required Performance and Payment Bonds and Certificate(s) of Insurance
  - d. Executed Bidder's Certification Form.
2. The Village agrees to pay, and the Contractor agrees to accept as full payment the amount as shown on the Contractor's Bid Proposal, which is made a part hereof, subject to such additions and deletions as agreed to by the parties hereto.
3. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work under this contract within 60 calendar days from the date of the Notice to Proceed. Time is of the essence in regard to this Contract, and the Contractor agrees to

achieve completion within the time permitted by all proper and appropriate means including working overtime without additional compensation.

4. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment to the Contractor under this Contract, the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due each. This statement must be made under oath or be verified by affidavit. The Village shall not issue final payment nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
5. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois, and the Contractor have each hereunto caused this Contract to be executed by their respective duly authorized representatives this 7<sup>th</sup> day of October, 2010.

If an individual or partnership, the individual or all partners shall sign or, if a corporation, an officer(s) duly authorized shall sign.

John Neri Construction Company Inc.

Individual or Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
By

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
By

\_\_\_\_\_  
Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 7<sup>th</sup> day of October, 2010.

\_\_\_\_\_  
William J. Mueller, Village President

Attest:

\_\_\_\_\_  
Brigitte O'Brien, Village Clerk

# VILLAGE OF LOMBARD

## CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_, a company organized under the laws of the State of \_\_\_\_\_ 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 now held and firmly bound unto the Village of Lombard, State of Illinois in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) lawful money of the United States, well and truly to be paid unto said Village for the payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas the said Principal has entered into a written contract with the Village of Lombard, acting through the President and Board of Trustees of said Village, dated October 7, 2010, for the construction of the work designated:

Alley Improvements Lombard to Elm

in Lombard, Illinois, 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 guaranty and maintain said work for a one (1) year period following final payment to such Principal, 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 from whom any such labor, materials, apparatus, fixtures or machinery was 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 Village of Lombard and its officers, agents and employees, 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 upon the final payment by the Village to said Principal under said contract, the amount of this bond shall be reduced to ten percent (10%) of the amount set forth on the first page hereof for a period of one (1) year; otherwise to remain in full force and effect.

NOW, THEREFORE, if the said Principal shall well and truly perform said guaranty and maintenance work in accordance with the terms of said contract for said one (1) year period after final payment 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 performing such guaranty and maintenance work and shall commence and complete the guaranty and maintenance 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 guaranty and maintenance work during the time of the performance thereof and until the said guaranty and maintenance work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, 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.



APPROVED this 7<sup>th</sup> day of  
October, 2010.

IN WITNESS WHEREOF, We have duly  
executed the foregoing Obligation this  
\_\_\_\_ day of \_\_\_\_\_, 2010.

VILLAGE OF LOMBARD

PRINCIPAL:

BY: \_\_\_\_\_  
Village President

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

ATTEST:  
\_\_\_\_\_  
Village Clerk

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

SURETY: \_\_\_\_\_

BY: \_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
Attorney in Fact

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

(SEAL)