VILLAGE OF LOMBARD REQUEST FOR BOARD OF TRUSTEES ACTION

For Inclusion on Board Agenda
Bids and Proposals

| TO: | President and Village I | Board of Trustees | | |
|--|---|---|--------------------------------------|---|
| FROM: | David A. Hulseberg, A | ICP, ICMA-CM, V | illage Manager | |
| DATE: | February 14, 2012 | (COW) (<u>B of T</u>) | AGENDA DATE | : March 1,2012 |
| TITLE: | Maple Street Waterma Project #: WA-11-03 | in Replacement | | , |
| SUBMITTED BY: | David A. Dratnol, P.E | ., Village Engineer | DAD | |
| RESULTS: Date Bids Were Pub Total Number of Bid Total Number of Bid Bid Security Require Performance Bond I Were Any Bids With Explanation: Waiver of Bids Req If yes, explain: Award Recommend Responsible Bidder If no, explain: | Is Received _7_ Idders Meeting Specificated Required hdrawn uested? ed to Lowest | Bidding Closed _2 ions _6 X _ Yes X _ Yes Yes Yes Yes X _ Yes | NoNoNoNoNoNoNo | |
| FISCAL IMPACT | <u>':</u> | | • | |
| Engineer's estimate Amount of Award | /budget estimate <u>\$331,</u> \$261,490.20 | 688/\$324,000 | | |
| Illinois Department Water/Sewer Capita | of Commerce and Econo al Reserve: | omic Development | Grant: \$115,000.00 \$ 146,490.20 |) , , , , , , , , , , , , , , , , , , , |
| BACKGROUND/ | RECOMMENDATION | <u>1:</u> | | |
| If yes, was quality of Was item bid in according | Bidder Worked for Villa of work acceptable cordance with Public Act ablic Act 85-1295 does n | t 85-1295? | <u>X</u> Yes N | 10 10 10 |
| Village Manager X | X X X | | Date Date Date | 1:30 nm Wadnasday |
| NOTE: All materials | must be submitted to and a | approved by the villag | e ivialiager's Office by a | pin, wednesuay |

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 Will

Date:

February 14, 2012

Subject:

Maple Street Watermain Replacement

Project #: WA-11-03

The purpose of this project is to replace an aged stretch of water main on Maple Street between Grace Street and Edgewood Avenue that has an extensive break history. This project was designed by the public works engineering group and the construction resident engineering will be completed by Village staff. This projected is funded partially through a grant from the Illinois Department of Commerce and Economic Opportunity.

Eleven (11) potential bidders purchased plans for the referenced project. Seven (7) bids were received and opened at 10:00 a.m. on February 13, 2012. One Bid was determined to be nonresponsive and was not read. The bid results are summarized below:

| Contractor | Bid |
|---------------------------|--------------|
| John Neri Construction | \$261,490.20 |
| Cerniglia Co. | \$295,039.60 |
| R.A. Mancini, Inc | \$348,442.00 |
| Alamp Contractors | \$357,564.00 |
| Gerardi Service Water Co. | \$379,536.75 |
| Len Cox & Son Excavating | \$386,995.90 |
| Engineers Estimate | \$330,688.00 |

The Engineering Division recommends awarding this contract to John Neri Construction Company in the amount of \$261,490.20.

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on March 1, 2012. If approved, please return three (3) executed copies of the contract to PW Engineering for further processing.

R.A. Mancini, Inc 2530 Rte. 176 Suite 7 Prarie Grove, IL 60012 Cerniglia Co. 3421 W. Lake Street Melrose Park, IL 60160 John Neri Construction 760 Factory Road Addison, IL 60101 Maple Street Watermain Replacement Monday, February 13, 2012 Project Bid Open

| Bid Open | Monday, February 13, 2012 | | | Engineers Estimate | | Addison, IL 60101 | 1 | Meirose Park, IL | 90,160 | rialle Glove, 12 | 7700 |
|----------|---|--------|------|--------------------|--------------|---------------------------|----------------------|---|-------------|--------------------------|--------------|
| | СIW | OIJAN | UNIT | UNIT | TOTAL | TIND | TOTAL | UNIT | TOTAL | TIMO | TOTAL |
| Q. | IIEM | , | | PRICE | | PRICE | | PRICE | 00 000 | 00 003 | \$500.00 |
| | | 10 | EACH | \$50.00 | \$50.00 | \$25.00 | \$25.00 | \$300.00 | 3300.00 | 00.00 | 00 0093 |
| 20101700 | 20101700 SUPPLEMENTAL WATERING | 0.05 | 5 | \$30.00 | \$1,500.00 | \$30.00 | \$1,500.00 | \$30.00 | \$1,500.00 | \$12.00 | 00,000 |
| 20200100 | 20200100 EARTH EXCAVATION | 20.0 | 5 2 | \$35.00 | \$1,750.00 | \$40.00 | \$2,000.00 | \$45.00 | \$2,250.00 | \$40.00 | \$2,000.00 |
| 20201200 | 20201200 REMOVAL AND DISPOSAL OF UNSULTABLE MATERIAL | 0.050 | 3 | \$5.00 | \$1,300.00 | \$6.00 | \$1,560.00 | \$6.00 | \$1,560.00 | 30.00 | 00.000.10 |
| 21101615 | 21101615 TOPSOIL F & P 4 | 50.0 | 5 | \$50.00 | \$2,500.00 | \$25.00 | \$1,250.00 | \$30.00 | \$1,500.00 | | 43,330.00 |
| 21300010 | 21300010 EXPLORATION TRENCH, SPECIAL | 260.0 | 75 | \$6.00 | \$1,560.00 | \$8.00 | \$2,080.00 | \$9.00 | \$2,340.00 | \$11.50 | 34,330.00 |
| 25200700 | 25200700 SODDING SPL | | | 100 | 00000 | 854 00 | \$2,700.00 | \$60.00 | \$3,000.00 | \$62.00 | \$3,100.00 |
| 42300710 | PORTLEAIND CEMEENT CONCRETE EXC. | 20.0 | SY | \$76.00 | \$3,800.00 | \$5.50 | 1 | \$5.00 | \$5,500.00 | \$6.25 | \$6,875.00 |
| 42400500 | 42400500 PORTLAND CONCRETE SIDEWALK, SPECIAL | 1100.0 | FS : | \$9.00 | \$9,900.00 | 00 03 | \$2,200.00 | \$1.00 | \$1,100.00 | \$0.50 | \$550.00 |
| 44000600 | 44000000 SIDEWALK REMOVAL | 1100.0 | FS. | \$2.00 | 94,200,00 | \$110.00 | \$8,580.00 | \$90.00 | \$7,020.00 | \$127.00 | \$9,906.00 |
| 44000033 | 44201833 CT. ASS D PATCHES, TYPE IV, 15 INCH | 78.0 | SY | 280.00 | \$9,240.00 | 68.00 | | \$20.00 | \$1,400.00 | \$21.00 | \$1,470.00 |
| 55100300 | SELAGORA SEWER REMOVAL 12" | 70.0 | E | \$13.00 | 3910.00 | 00.00 | 2 | \$48.00 | \$4,464.00 | \$40.00 | \$3,720.00 |
| 33100300 | SCHOOL STOCKER STOCK WATER MAIN 6" | 93.0 | E | \$70.00 | \$0,510,00 | 00.004 | 1 | \$75.00 | \$84,405.00 | \$54.00 | \$60,771.60 |
| 30103000 | 30103000 ECCLERE MATER MAIN 8" | 1125.4 | E | \$80.00 | \$90,032.00 | 00.00 | Ί. | 63 000 00 | \$9,000.00 | \$1,250.00 | \$3,750.00 |
| 20103100 | DOCIME MONTHER SI | 3.0 | EA | \$1,500.00 | \$4,500.00 | \$1,450.00 | ľ | 912.00 | \$8 712 00 | | \$29,766.00 |
| 26105000 | 56105000 WALEK VALVES 8 | 726.0 | FT | \$40.00 | \$29,040.00 | \$32.00 | ^ | 400 00 | 00 000 83 | | \$8,800.00 |
| 56200700 | 56200700 WATER SERVICE LINES 1 | 22.0 | EA | \$800.00 | \$17,600.00 | \$300.00 | | 9400.00 | 00.000.00 | | \$1,100.00 |
| 56201800 | 56201800 CORPORATION STUPS I | 50.0 | FT | \$50.00 | \$2,500.00 | \$40.00 | | 314.00 | 9100.00 | 9 | \$16,000,000 |
| 56300100 | 56300100 ADJUSTING SANITAKT SEWER, 6-HYCLY DIRECTOR ON VALVE BOX | 4.0 | EA | \$3,500.00 | \$14,000.00 | \$3,800.00 | ~ | \$4,800.00 | 00.002,614 | | \$1 100.00 |
| 56400820 | | 22.0 | EA | \$300.00 | \$6,600.00 | \$50.00 | 1 | \$65.00 | | | \$11 440 00 |
| 56500700 | 56500700 DOMESTIC WATER SERVICE BOXES 10 BE KEMOVED | 22.0 | EA | \$600.00 | \$13,200.00 | \$150.00 | | \$500.00 | 7 | | 62 200 00 |
| 56500800 | | 2.0 | ΨA | \$2,000.00 | \$4,000.00 | \$2,100.00 | - | \$3,100.00 | | | 88 400 00 |
| 60200105 | 60200105 CATCH BASINS, TYPE A, 4"-DIAMETER, TYPE I FRAME, OFEIN LID | 2, 6, | μ | \$2,000.00 | \$6,000.00 | \$1,800.00 | | \$4,000.00 | 97 | | 38,400.00 |
| 60249120 | 60249120 VALVE VAULTS, 5'-DIAMETER | 0.00 | 3 | \$130.00 | \$6,500.00 | \$30.00 | \$1,500.00 | \$34.00 | ╛ | | 30,400.00 |
| 66900200 | 66900200 NON-SPECIAL WASTE DISPOSAL | 20.0 | Term | \$10,000,00 | \$10,000,00 | \$5,000.00 | * | \$11,500.00 | | \$14, | \$14,000.00 |
| 70101700 | 70101700 TRAFFIC CONTROL AND PROTECTION | 0.10 | T.T. | \$14.00 | \$3,500.00 | \$2.00 | \$500.00 | \$5.00 | \$1,250.00 | \$6.00 | \$1,500.00 |
| 70300100 | 70300100 SHORT TERM PAVEMENT MARKINGS | 720.0 | 1.1 | 20.17 | | \$75.00 | \$5.250.00 | \$60.00 | \$4,200.00 | | \$5,250.00 |
| 550A0050 | STORM SEWERS, WATERMAIN QUALITY PIPE | 70.0 | F | 343.00 | ľ | \$35.00 | ľ | \$28.00 | \$31,953.60 | \$57.00 | \$65,048.40 |
| X0321317 | | 1141.2 | Č | \$30.00 | | 20 000 14 | 1_ | \$3 400 00 | \$6,800.00 | \$5,100.00 | \$10,200.00 |
| 71200201 | CONNECTIONS TO EXISTING WATER MAINS (NON-PRESSURE) 8" | 2.0 | EA | \$2,145.00 | \$4,290.00 | \$1,200.00 | 1 | | | | \$2,500.00 |
| XX003310 | COMMECTIONS TO EXISTING WATER MAINS (NON-PRESSURE) 6" | 1.0 | EA | \$2,000.00 | \$2,000.00 | \$1,200.00 | \$1,200.00 | | | | \$1,500.00 |
| XX003517 | CONNECTION VIDEO TAPING | 1.0 | LSUM | \$2,500.00 | | ^ | 1 | 670.00 | | | \$11,250.00 |
| XX005063 | TEMBOR ARY PAVEMENT | 90.0 | TON | \$100.00 | | \$110.00 | ľ | \$15.00 | 1. | \$20.00 | \$17,420.00 |
| 97/2007 | DAVEMENT REMOVAL | 871.0 | | \$15.00 | " | 9475 00 | _ | \$400.00 | ĺ., | \$300.00 | \$900.00 |
| | DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED | 3.0 | | \$400.00 | \$1,200.00 | 00 002 13 | | \$800.00 | | 3 \$700.00 | \$1,400.00 |
| | DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED | 2.0 | | \$1,000.00 | | | _ | \$500.00 | \$1,000.00 | 0 \$500.00 | \$1,000.00 |
| | DRAINAGE AND UTILITY STRUCTURES TO BE REMOVED | 2.0 | | \$800.00 | | | ľ | \$46.00 | \$2,300.00 | 341.00 | \$2,050.00 |
| | RITITIONIS DRIVEWAY PAVEMENT | 50.0 | | \$60.00 | | | | \$4.00 | \$5,540.00 | 00:23 | \$4,155.00 |
| | WATTER MAIN FITTINGS | 1385.0 | | \$3.00 | | 6 | L | 64 | | 00.000,00 | \$9,000.00 |
| | CITT AND CAD EXISTING WATERMAINS | 3.0 | | \$500.00 | | | ┸ | | | \$350.00 | \$1,400.00 |
| | THE TANK THE TANK TAIL VALUE TO | 4.0 | | \$400.00 | 6-9 | | | 6 | | | \$500.00 |
| | FILLING EASTERN VIEW TO BE SAI VAGED | 1.0 | EA | \$300.00 | | | | | 1 | | \$1,120.00 |
| | THE HIDDRENG TO BE SEEN TO THE TANK TO THE SEEN | 10.0 | FT | \$45.00 | | | 1 | | | | \$650.00 |
| | WALEN SERVICE LINES 1:3 | 1.0 | | \$850.00 | | | | | | | \$650.00 |
| | CONTRACTOR STORES 1:3 | 1.0 | | \$100.00 | | | 1 | | | Č, | \$9,600.00 |
| | KOUNDWAY 1.3 | 1.0 | EA | \$100.00 | \$100.00 | \$600.00 | | A COUNTY OF THE PERSON OF THE | \$205 | As read | \$348,442.00 |
| | I PARKING SPEEVE 4 | | | As read | N/A | As read | \$261,490.20 As lead | 261,490.20 Asleau | 9.950.295 | c295 039 60 As corrected | \$348,442.00 |
| | | | | As corrected | \$330,688.00 | \$330,688.00 As corrected | 3,001,430.2 | As collected | | 1 | |
| | | | | | | | | | | | |

\$5,436.90 \$958.34 \$2,041.50 \$12,629.50 \$2,225.00 \$1,780.00 \$1,237.50 \$2,883.33 \$10,555.74 \$991.90 \$6,600.00 \$1,616.67 \$9,074.70 \$1,506.51 \$1,604.20 \$1,741.50 \$2,979.00 \$1,925.00 \$81,400.18 \$5,312.49 \$22,382.58 \$11,458.26 \$6,066.3 \$2,625.00 \$7,843.00 \$5,502.8 \$1,631.7 \$22,633.3 \$42,886.3 \$1,433.50 \$8,000.0 \$3,966. \$16,366. \$10,431. \$4.361. TOTAL Average Unit Prices \$1,237.50 \$37.58 \$4.38 \$729.17 \$55.50 \$77.67 \$100.83 \$14.50 \$1,112.50 \$479.17 \$40.83 \$1,791.67 \$445.00 \$688.33 \$2,883.33 \$30.83 \$520.83 \$4,091.67 \$74.17 \$2,666.67 \$22,633.33 \$3.17 \$3,300.00 \$1,616.67 \$502,17 \$52.50 \$34.83 \$59.58 \$59.17 \$79.33 \$474.17 \$2,180.83 \$2,625.00 \$6.17 \$72.33 \$212.67 \$28.67 \$1,770.83 UNIT \$386,995.90 As read \$250.00 \$3,580.00 \$16,500.00 \$4,400.00 \$12,480.00 \$4,500.00 \$3,500.00 \$2,964.00 \$3,500.00 \$32,670.00 \$21,450.00 \$3,370.00 \$7,000.00 \$11,250.00 \$8,710.00 \$10,387,50 \$8,250.00 \$2,500.00 \$1,000.00 \$1,550.00 \$955.00 \$6,800.00 \$750.00 \$5,600.00 \$47,930.40 \$700.00 \$2,000.00 \$2,600.00 \$1,400.00 \$5,580.00 \$1,400.00 \$2,860.00 \$67,524.00 \$15,000.00 \$14,800.00 \$6,000.00 \$3,125.00 \$28,050.00 \$1,210.00 \$2,500.00 TOTAL Len Cox & Son Excavating 151 Springfield Ave Ste 10 Joliet, IL 60435 \$5.00 \$7.50 \$2,750.00 \$3,700.00 \$55.00 \$42.00 \$125.00 \$988.00 \$100.00 \$1,550.00 \$3,500.00 \$1,500.00 \$1,250.00 \$1,000.00 \$895.00 \$2,500.00 \$955.00 \$400.00 \$50.00 \$120.00 \$30.00 \$160.00 \$20.00 \$60.00 \$60.00 \$45.00 \$28.00 \$3.00 \$80.00 \$3,500.00 \$3,500.00 \$700.00 \$11.00 \$1,275.00 \$1,685.00 \$2,000.00 \$6,800.00 \$4.00 \$300,00 UNIT \$379,536.75 As read \$675.00 \$2,200.00 \$1,500.00 \$11,250.00 \$10,452.00 \$3,000.00 \$825.00 \$2,750.00 \$500.00 \$1,300.00 \$1,375.00 \$500.00 \$1,500.00 \$1,100.00 \$15,600.00 \$6,138.00 \$3,900.00 \$48,500.00 \$6,020.00 \$7,200.00 \$1,650.00 \$2,950.00 \$450.00 \$4,800.00 \$3,000.00 \$420.00 \$4,800.00 \$7,200.00 \$3,200.00 \$2,000.00 \$1,820.00 \$2,600.00 \$1,300.00 \$3,200.00 \$5,500.00 \$103,536.80 \$4,425.00 \$14,520.00 \$9,900.00 \$18,000.00 \$43,936.20 \$50.00 TOTAL Gerardi Service Water Co. Norridge, 1L 60706 \$1.00 \$2,400.00 \$38.50 \$3,200.00 \$1,500.00 \$125.00 \$12.00 \$550.00 \$1,475.00 \$225.00 \$60.00 \$3.75 \$1,375.00 \$50.00 \$825.00 \$1,500.00 \$66.00 \$92.00 \$20.00 \$55.00 \$100.00 \$1,600.00 \$325.00 \$450.00 \$2,00 \$3,600.00 \$60.00 \$52.00 \$1,475.00 \$4,500.00 \$400.00 \$2,400.00 \$48,500.00 4520 N. Osage \$50.00 \$40.00 \$7.00 \$5.00 UNIT \$357,564.00 As read \$300,00 \$300.00 \$2,500.00 \$4,400.00 \$6,000.00 \$800.00 \$6,000.00 \$700.00 \$300.00 \$1,500.00 \$2,750.00 \$2,500.00 \$1,050.00 \$3,250.00 \$5,540.00 \$1,400.00 \$700.00 \$15,000.00 \$50,000.00 \$250.00 \$6,300.00 \$28,530.00 \$2,500.00 \$4,500.00 \$13,065.00 \$520.00 \$250.00 \$2,080.00 \$2,200.00 \$7,905.00 \$5,850.00 \$25,410.00 \$6,600.00 \$2,250.00 \$6,600.00 \$2,750.00 \$6,600.00 \$106,913.00 \$500.00 \$500.00 TOTAL 1900 Wright Boulevard Schaumburg, IL 60193 Alamp Contractors \$1,950.00 \$125.00 \$300.00 \$2,200.00 \$3,000.00 \$1,250.00 \$700.00 \$45.00 \$2,500.00 \$15.00 \$400.00 \$65.00 \$4.00 \$30,00 \$95.00 \$1.00 \$90.00 \$25.00 \$50.00 \$350.00 \$350.00 \$2.00 \$6.00 \$2.00 \$125.00 \$10.00 \$85.00 \$35.00 \$2,000.00 \$300.00 \$300.00 \$1,500.00 \$10.00 \$10.00 \$8.00 \$50,000.00 \$3,000.00 \$2,500.00 UNIT As read LSUM LSUM FACH JON N EA ĒΑ LB EA EA ĒΑ ΕA ΕA ટ FI FŢ S ΕA λX ĒΑ ĒΑ SΥ UNIT Š H FT ĒΑ H H EA EA EA Σ ፘ Şζ Σζ SF S ठि 70.0 1141.2 50.0 1100.0 1100.0 125.4 726.0 22.0 50.0 4.0 22.0 50.0 250.0 50.0 260.0 50.0 260.0 50.0 QUAN CONNECTIONS TO EXISTING WATER MAINS (NON-PRESSURE) 8" DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED DRAINAGE AND UTILITY STRUCTURES TO BE REMOVED 56500700 DOMESTIC WATER SERVICE BOXES TO BE REMOVED
56500800 DOMESTIC WATER SERVICE BOXES
60200105 CATCH BASINS, TYPE A, 4-DIAMETER, TYPE 1 FRAME, OPEN LID CONNECTIONS TO EXISTING WATER MAINS (NON-PRESSURE) 6" 25200700 SODDING SPL 42300710 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH, 42300710 SPECIAL 56300100 ADIUSTING SANITARY SEWER, 8-INCH DIAMETER OR LESS 56400820 FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED 20201200 REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL STORM SEWERS, WATERMAIN QUALITY PIPE 42400500 PORTLAND CONCRETE SIDEWALK, SPECIAL CUT AND CAP EXISTING WATERMAINS 70101700 TRAFFIC CONTROL AND PROTECTION BITUMINOUS DRIVEWAY PAVEMENT SHORT TERM PAVEMENT MARKINGS ITEM 44201833 CLASS D PATCHES, TYPE IV, 15 INCH PRECONSTRUCTION VIDEO TAPING FILLING EXISTING VALVE VAULTS Maple Street Watermain Replacement FIRE HYDRANT TO BE SALVAGED 21300010 EXPLORATION TRENCH, SPECIAL 66900200 NON-SPECIAL WASTE DISPOSAL 55100300 STORM SEWER REMOVAL 12" 56103000 DUCTILE IRON WATER MAIN 6" 56103100 DUCTILE IRON WATER MAIN 8" 60249120 VALVE VAULTS, 5'-DIAMETER TRENCH BACKFILL, SPECIAL SUPPLEMENTAL WATERING WATER SERVICE LINES 1.5" CORPORATION STOPS 1.5" S6200700 WATER SERVICE LINES 1" TEMPORARY PAVEMENT Monday, February 13, 2012 WATER MAIN FITTINGS 56201800 CORPORATION STOPS 1" PAVEMENT REMOVAL 44000600 SIDEWALK REMOVAL TAPPING SLEEVE 4" EARTH EXCAVATION 56105000 WATER VALVES 8" ROUNDWAY 1.5" 21101615 TOPSOIL F & P 4 70300100 20200100 XX003516 XX003517 550A0050 XX003668 X0321317 fabulated: Bid Open Project Š

\$338,182.05

\$386,995.90 As corrected

\$379,536.75 As corrected

\$357,564.00 As corrected

As corrected

VILLAGE OF LOMBARD

CONTRACT

CONTRACT DOCUMENT NUMBER WA-11-03

| Thi | s agre | ement | is made this day of, 2012, between and shall be binding upon | | |
|-----|---|-------------------|--|--|--|
| the | Villa | ge of L | combard, an Illinois municipal corporation (hereinafter referred to as the "Village") and (hereinafter referred to as the "Contractor") | | |
| and | their | respec | etive successors. | | |
| Do | cume | nts, the | in consideration of the mutual promises of the parties delineated in the Contract e Contractor agrees to perform the services and the Village agrees to pay for the following forth in the Contract Documents: | | |
| 1. | This atta | s contr ched h | act shall embrace and include all of the applicable Contract Documents listed below as if ereto or repeated herein: | | |
| | a. Contract Document Number WA-11-03 for MAPLE ST WATERMAIN REPLACEMENT, consisting of the following: | | | | |
| ٠ | | i) | Cover Sheet | | |
| | | ii) | Table of Contents | | |
| | • | iii) | Notice to Bidders on Contract Document Number WA-11-03 - Legal Notice | | |
| | | iv) | General Provisions | | |
| | | v) | Special Provisions | | |
| | | vi) | Plans and Specifications | | |
| | Ъ. | The | Contractor's Bid Proposal Dated: 2/13/2012 | | |
| | c. | Requ | uired Performance and Payment Bonds and Certificate(s) of Insurance | | |
| | d. | Exec | cuted Bidder's Certification Form. | | |
| 2. | Th | ne Villa | age 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 85 working 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 Londereunto caused this Contract to be executed by their day of 2012. | mbard, Illinois, and the Contractor have each respective duly authorized representatives this |
|--|---|
| If an individual or partnership, the individual or all p duly authorized shall sign. | artners shall sign or, if a corporation, an officer(s) |
| Print Com | npany Name |
| | • |
| Individual or Partnership Corporation | <u> </u> |
| Accepted this day of, 2012. | |
| Ву | Position/Title |
| Ву | Position/Title |
| THE VILLAGE OF LOMBARD, ILLINOIS Accepted this day of, 2012. | |
| | William J. Mueller, Village President |
| Attest: | Brigitte O'Brien Village Clerk |

VILLAGE OF LOMBARD

CONTRACT BOND

| RESENTS, that we, a company | | | | | |
|--|--|--|--|--|--|
| and licensed to do business in the State of | | | | | |
| , a corporation organized and existing under the | | | | | |
| , with authority to do business in the State of Illinois, as Surety, | | | | | |
| Village of Lombard, State of Illinois in the penal sum of | | | | | |
| dollars (\$) | | | | | |
| 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 3/1/2012, for the construction of the work designated:

MAPLE ST WATERMAIN REPLACEMENT

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 day of, 2012. | IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this |
|-----------------------------|---|
| , 2012. | day of, 2012. |
| VILLAGE OF LOMBARD | PRINCIPAL: |
| | |
| BY:Village President | BY: |
| ATTEST: | ATTEST: |
| Village Clerk | |
| | SURETY: |
| | BY: |
| | (Title) |
| | BY: Attorney in Fact |
| | BY: |
| | (SEAL) |

VILLAGE OF LOMBARD

CONTRACTOR'S CERTIFICATION

| | , having been first duly sworn depose and states as follows: |
|---|--|
| (Officer or Owner of Company) | |
| | , having submitted a proposal for: |
| (Name of Company) | |
| MAPLE ST WATERMAIN REPLACE Contractor: | CEMENT to the Village of Lombard, hereby certifies that said |
| 1. has a written sexual harassment p | policy in place in full compliance with 775 ILCS 5/2-105(A) (4). |
| 2. is not delinquent in the payment is: | of any tax administered by the Illinois Department of Revenue, or if i |
| a. it is contesting its liab established by the app | bility for the tax or the amount of tax in accordance with procedures propriate revenue Act; or agreement with the Department of Revenue for payment of all taxes |
| due and is currently in | n compliance with that agreement. |
| Alcohol Use and Testing, 49 CF | deral Highway Administration Rules on Controlled Substances and R Parts 40 and 382 and that (Name of employee/driver or "all employee drivers") ag and alcohol testing program pursuant to the aforementioned rules. |
| | |
| | |
| | By:Authorized Agent of Contractor |
| | |
| | |
| Subscribed and sworn to | |
| before me this, 2012. | |
| | |
| | |
| · | |
| Notary Public | |