

**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: Scott R. Niehaus, Village Manager
 DATE: April 12, 2018 MEETING DATE: April 19, 2018
 TITLE: FY 2018 Concrete Flatwork
 Project Number RM 15, 16, 19, 21, 25 & 44

SUBMITTED BY: David P. Gorman, P.E., Assistant Director of Public Works *DPG*

RESULTS:

Date Bids Were Published 2/29/2018 Bidding Closed 4/03/2018
 Total Number of Bids Received 7
 Bid Security Required X Yes No
 Performance Bond Required X Yes No
 Were Any Bids Withdrawn Yes X No
 Explanation:
 Waiver of Bids Requested? Yes X No
 If yes, explain:
 Award Recommended to Lowest Responsible Bidder? X Yes No
 If no, explain:

FISCAL IMPACT:

Engineer's estimate/budget estimate \$377,940.00/ \$396,000.00
 Amount of Award \$311,142.50

Trip Hazard Repairs:	\$90,000.00	Capital Project Fund	RM 15
Deteriorated Sidewalk:	\$11,000.00	Capital Project Fund	RM 16
Deteriorated Sidewalk:	\$11,000.00	Resident Contribution	RM 16
Parkway Restoration:	\$50,000.00	Capital Project Fund	RM 19
Concrete Utility Patching:	\$59,142.50	Capital Project Fund	RM 21
Curb Program:	\$45,000.00	Capital Project Fund	RM 25
ADA Improvements	\$45,000.00	Capital Project Fund	RM 44

BACKGROUND/RECOMMENDATION:

Has Recommended Bidder Worked for Village Previously Yes X No
 If yes, was quality of work acceptable Yes No
 Was item bid in accordance with Public Act 85-1295? X Yes No
 Waiver of bids - Public Act 85-1295 does not apply Yes X 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: Scott R. Niehaus, Village Manager
Through: Carl S. Goldsmith, Director of Public Works *CG*
From: David P. Gorman, P.E., Assistant Director of Public Works *DPG*
Date: April 12, 2018
Subject: FY 2018 Concrete Flatwork
 Project Number: RM 15, 16, 19, 21, 25 & 44

The purpose of the Driveway Apron, Curb and Sidewalk Restoration Program is to address deteriorated and damaged sections of pavement, sidewalk, curb and parkway damaged by utility digs. The program is comprised of the following categories: Parkway Restoration, Deteriorated Sidewalk (50/50 Program), Trip Hazard Repairs, Concrete Utility Cuts Patching, Curb Replacement Program and ADA .

This contract was bid through a joint purchase process developed by communities in the DuPage region. The process is based off of the Municipal Partnering Initiative (MPI) that has been successfully implemented in the northern suburbs. The MPI process has one community serve as the lead agency (Woodridge) for the purposes of bidding the contract. Participating agencies were: Burr Ridge, Lombard, and Woodridge.

Capital Project Fund	Budget	Award
RM PROG 15 - Trip Hazard Repairs	\$92,000.00	\$90,000.00
RM PROG 16 - Deteriorated Sidewalk (Village Portion 50-50)	\$11,000.00	\$11,000.00
RM PROG 16 - Deteriorated Sidewalk (Resident Portion 50-50)	\$11,000.00	\$11,000.00
RM PROG 19 - Parkway Restoration (Engineering Portion)	\$72,000.00	\$50,000.00
RM PROG 21 - Concrete Utility Patching	\$108,000.00	\$59,142.50
RM PROG 25 - Curb Program	\$52,000.00	\$45,000.00
RM PROG 44 - ADA Improvements	\$50,000.00	\$45,000.00
2018 Total	\$396,000.00	\$311,142.50

MPI Concrete Flatwork bids were received and opened at 10:00 a.m. on April 3, 2018, by the Village of Woodridge. Globe Construction, Inc. of Addison, Illinois was lowest responsive and responsible bidder.

Recommendations:

Public Works recommends awarding this contract to Globe Construction, Inc. in the amount of \$311,142.50.

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on April 19, 2018. If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.

VILLAGE OF LOMBARD

CONTRACT

CONTRACT DOCUMENT NUMBER RM 15, 16, 19, 21, 25 & 44

This agreement is made this 19th day of April, 2018, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and _____ (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:

FY 2018 DRIVEWAY APRON AND SIDEWALK RESTORATION PROGRAM

1. This contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
 - a. FY 2018 DRIVEWAY APRON AND SIDEWALK RESTORATION PROGRAM incorporates MPI Concrete Flatwork, dated April 3, 2018.
 - i) Cover Sheet;
 - ii) Notice to Bidders on Contract Document Concrete Flatwork - Legal Notice;
 - iii) Schedule of Prices;
 - iv) General Terms and Conditions;
 - v) Labor Statutes, Records and Rates;
 - vi) Technical Terms and Conditions;
 - vii) Municipality References;
 - viii) Disqualification of Certain Bidders;
 - ix) Anti-Collusion Affidavit and Contractor's Certification;
 - x) Conflict of Interest;
 - xi) Tax Compliance Affidavit;
 - xii) Sub-Contractor Information;
 - xiii) Participation Affidavit;
 - xiv) Appendix A – Agreement Acceptance
 - xv) Appendix B – Technical Specifications;
 - xvi) Appendix C – Estimated Quantity by Municipality
 - b. The Contractor's Bid Proposal Dated: April 3, 2018 (see attached)
 - c. Required Performance and Payment Bonds and Certificate(s) of Insurance
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 on or before November 1, 2018. 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 19th day of April, 2018.

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

_____ Print Company Name

Individual or Partnership _____ Corporation _____

Accepted this _____ day of _____, 2018.

By _____

_____ Position/Title

By _____

_____ Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this _____ day of _____, 2018.

_____ Village President

Attest:

_____ 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 April 19, 2018, for the construction of the work designated:

FY 2018 DRIVEWAY APRON AND SIDEWALK RESTORATION PROGRAM

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 _____, 2018.

VILLAGE OF LOMBARD

BY: _____
Village President

ATTEST: _____
Village Clerk

IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this ____ day of _____, 2018.

PRINCIPAL: _____

BY: _____

ATTEST: _____

SURETY: _____

BY: _____
(Title)

BY: _____
Attorney in Fact

BY: _____

(SEAL)