

**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 Niehaus , Village Manager  
 DATE: (B of T) **Date: April 21, 2016**  
 TITLE: Bid Opening For: FY 2016 Concrete Rehabilitation and Utility Cuts Patching  
 Project Number RM 20 & 21

SUBMITTED BY: David Gorman, Assistant Director of Public Works *g*

**RESULTS:**

Date Bids Were Published 3/23/2016 Bidding Closed 4/5/2016

Total Number of Bids Received 5

Total Number of Bidders Meeting Specifications 5

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Were Any Bids Withdrawn        Yes       X       No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       X       Yes        No

Responsible Bidder?

If no, explain:

**FISCAL IMPACT:**

Engineer's estimate/budget estimate: \$965,000.00/955,000.00

Amount of Award: \$623,623.90

Rehabilitation Program:	\$513,623.90	Construction Fund	RM 20
Concrete Utility Patching:	\$100,000.00	Construction Fund	RM 21
Underground Structure Maint:	\$10,000.00	Water/Sewer Capital	RM 06

**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?       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 Niehaus, Village Manager  
**Through:** Carl Goldsmith, Director of Public Works *CG*  
**From:** David Gorman, P.E., Assistant Director of Public Works *DG*  
**Date:** APRIL 11, 2016  
**Subject:** FY 2016 Concrete Rehabilitation and Utility Cuts Patching.

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Six (6) potential bidders purchased plans for the referenced project. Five (5) bids were received and opened at 9:00 A.M. on April 5, 2016.

The bid results (in order of lowest to highest) are listed below:

Contractor	Bid Amount
Triggi Construction, Inc.	\$623,623.90
G&M Cement Construction	\$667,155.25
ALamp Concrete Contractors	\$736,840.85
Schroeder & Schroeder	\$795,345.05
R.W. Dunteman	\$843,942.76
<b>Engineer's Estimate</b>	<b>965,032.16</b>

All bids were evaluated for full responsiveness. No bids were disqualified. The lowest responsible bidder is Triggi Construction Inc. of West Chicago, Illinois with a bid in the amount of \$623,623.90. Public Works Engineering recommends awarding this contract to Triggi Construction, Inc.

Program	CIP Budget	Low Bid	Difference
Concrete Rehabilitation RM 20	\$855,000.00	\$513,623.90	\$331,476.10
Utility Cuts Patching RM 21	\$100,000.00	\$100,000.00	\$0.00
Underground Structure Maintenance RM 06	\$75,000.00	\$10,000.00	\$65,000.00

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on April 21, 2016. 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 PROG 20 & 21

This agreement is made this 21<sup>st</sup> day of April, 2016, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Triggs Construction, 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:

#### FY 2016 CONCRETE REHABILITATION & UTILITY CUTS PATCHING

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 RM PROG 20 & 21 FY 2016 CONCRETE REHABILITATION & UTILITY CUTS PATCHING, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Notice to Bidders on Contract Document Number RM PROG 20 & 21 Legal Notice
    - iv) General Provisions
    - v) Special Provisions
    - vi) Plans and Specifications
  - b. The Contractor's Bid Proposal Dated: April 5, 2016
  - 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 180 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 21<sup>st</sup> day of April, 2016.

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 \_\_\_\_\_, 2016.

\_\_\_\_\_  
By

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

\_\_\_\_\_  
By

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

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 21<sup>st</sup> day of April, 2016.

\_\_\_\_\_  
Keith T. Giagnorio, Village President

Attest:

\_\_\_\_\_  
Sharon Kuderna, 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 \_\_\_\_\_, for the construction of the work designated:

**FY 2016 CONCRETE REHABILITATION & UTILITY CUTS PATCHING**

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 \_\_\_\_\_, 2016.

IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this \_\_\_\_ day of \_\_\_\_\_, 2016.

VILLAGE OF LOMBARD

PRINCIPAL:

\_\_\_\_\_

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

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

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

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

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)

FY 2016 CONCRETE REHABILITATION & UTILITY CUTS PATCHING to the Village of Lombard, hereby certifies that said Contractor:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
  - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate revenue Act; or
  - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that \_\_\_\_\_  
(Name of employee/driver or "all employee drivers")  
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

By: \_\_\_\_\_  
Authorized Agent of Contractor

Subscribed and sworn to  
before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public