

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 A. Hulseberg, Village Manager
DATE : May 23, 2012 Agenda Date: June 7, 2012
TITLE : Bid Waiver for the FY 2012B Maple Street Concrete Rehabilitation
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 1

Total Number of Bidders Meeting Specifications 1

Bid Security Required Yes No

Performance Bond Required Yes No

Were Any Bids Withdrawn Yes No

If yes, explain:

Waiver of Bids Requested? Yes No

If yes, explain: See memo

Award Recommended to Lowest Responsible Bidder? Yes No

If no, explain: See memo

FISCAL IMPACT:

Engineer's Estimate/Budget Estimate \$438,039.00/\$360,000.00

Amount of Award \$350,549.21

Account #: 7370.809425

HTE: 1101

BACKGROUND/RECOMMENDATION:

The unit prices from the applicable pay items of the FY 12B Concrete Rehabilitation and Utility Cuts contract were used to assemble the contract price for the Maple Street roadway replacement project.

Has Recommended Bidder Worked for Village Previously Yes No

If yes, was quality of work acceptable Yes No

Was item bid in accordance with Public Act 85-1295? Yes No

Waiver of bids - Public Act 85-1295 does not apply Yes

REVIEW (as needed):

Village Attorney XX _____ Date _____

Finance Director XX _____ Date _____

Village Manager XX _____ Date _____

InterOffice Memo

To: David A. Hulseberg, Village Manager
Through: Carl Goldsmith, Director of Public Works *cy*
From: David A. Dratnol, P.E., Village Engineer *DA*
Date: May 16, 2012
Subject: FY2012B Maple Street Concrete Rehabilitation

Public Works –Engineering is seeking authorization to waive bids for FY2012B Maple Street Concrete Rehabilitation and award a contract to G&M Cement Construction based on the FY2012B Concrete Rehabilitation Bid, which opened on April 10th, 2012

The Maple Street Water Main Replacement (Grace Street to Edgewood Avenue) project was recently completed. Pavement restoration was not included in the scope of work for the water main replacement project. As such, temporary asphalt patches were placed, pending the concrete rehabilitation project. Given the favorable prices on the FY 2012B Concrete Rehabilitation and Utility Cuts Patching contract, G&M Cement Construction (low bidder for the project) was approached regarding utilizing applicable pay items in the FY 2012B Concrete Rehabilitation and Utility Cuts Patching for the Maple Street Concrete Rehabilitation job.

PW-Engineering recommends that the Village Board waive bids and award a contract to G&M Cement Construction in the amount of \$350,549.21. A list of the contract pay items comprising the contract is attached. Also attached are two copies of the contract and contract bond.

PW-Engineering recommends expediting the award of this contract through a phone poll. This will give the contractor another area to work if further problems are experienced with the location of the gas mains across Main Street.

If approved via phone poll, please present this item to the President and Board of Trustees for their ratification and approval at their regular meeting on June 7, 2012. If approved, please return two (2) signed copies of the contract and contract bond to PW Engineering for further processing.

VILLAGE OF LOMBARD

CONTRACT

CONTRACT DOCUMENT NUMBER ST-12B-03

This agreement is made this _____ day of _____, 2012, 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 2012B MAPLE STREET CONCETE REHABILITATION

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 ST-12B-03 for FY 2012B MAPLE STREET CONCETE REHABILITATION, reference the documents in the FY 2012B CONCRETE REHABILITATION AND UTILITY CUTS PATCHING consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number ST-12B-01
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - b. The Contractor's Bid Proposal for FY 2012B Maple Street Concrete Rehabilitation Using Unit Prices from FY 2012B Concrete Rehabilitation and Utility Cuts Patching Dated: 05/23/2012
 - c. Required Performance and Payment Bonds and Certificate(s) of Insurance for FY 2012B Maple Street Concrete Rehabilitation
 - d. Executed Bidder's Certification Form for FY 2012B Maple Street Concrete Rehabilitation.
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 ____ day of _____ 2012.

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 _____, 2012.

By

Position/Title

By

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

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 2012B MAPLE STREET CONCETE REHABILITATION

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 ____ day of _____, 2012.

VILLAGE OF LOMBARD

PRINCIPAL:

BY: _____
Village President

BY: _____

ATTEST:

Village Clerk

ATTEST:

SURETY: _____

BY: _____
(Title)

BY: _____
Attorney in Fact

BY: _____

(SEAL)

VILLAGE OF LOMBARD
CONTRACT DOCUMENT NUMBER ST-12B-03
BID PROPOSAL

I/We hereby agree to furnish to the Village of Lombard all necessary materials, equipment, and labor, to complete the FY 2012B MAPLE STREET CONCETE REHABILITATION project within 60 calendar days from the date of the Notice to Proceed for work order, In accordance with the provisions, instructions, and specifications of the Village of Lombard for the prices as follows:

NO.	ITEM	QUAN.	UNIT	UNIT PRICE	TOTAL PRICE
20201200	REM & DISP UNS MATL	50	CU YD	\$1.00	\$50.00
20700420	POROUS GRAN EMB SUBGR	50	CU YD	\$1.00	\$50.00
20200100	EARTH EXCAVATION	900	CU YD	\$30.00	\$27,000.00
21001000	GEOTECH FAB F/GR STAB	5,111	SQ YD	\$0.75	\$3,833.25
21101615	TOPSOIL F & P 4"	600	SQ YD	\$2.00	\$1,200.00
25200200	SUPPLE WATERING	1	UNIT	\$0.01	\$0.01
25200700	SODDING SPL	600	SQ YD	\$2.00	\$1,200.00
31101200	SUB GRAN MAT B 4"	5,111	SQ YD	\$3.45	\$17,632.95
42300710	PCC DRIVEWAY PVT 6 SP	400	SQ YD	\$31.00	\$12,400.00
Z0004600	BIT DRIVEWAY PVT (Residential)	130	SQ YD	\$20.00	\$2,600.00
42400500	PC CONC SIDEWALK SPL	1,000	SQ FT	\$3.00	\$3,000.00
42400800	DETECTABLE WARNING PLASTIC	200	SQ FT	\$20.00	\$4,000.00
44000100	PAVEMENT REM	5,111	SQ YD	\$8.00	\$40,888.00
44000200	DRIVE PAVEMENT REM	530	SQ YD	\$7.00	\$3,710.00
44000500	COMBINATION CURB & GUTTER REMOVAL	2,700	LF	\$1.00	\$2,700.00
44000600	SIDEWALK REM	1,000	SQ FT	\$1.00	\$1,000.00
44200944	CL B PATCH T4 8"	5,111	SQ YD	\$35.00	\$178,885.00
44200976	CL B PATCH T4 10"	0	SQ YD	\$41.00	\$0.00
60605900	COMB CC&G TB6.12	2,700	LF	\$11.00	\$29,700.00

60607400	COMB CC&G TB6.24	0	LF	<u>\$11.00</u>	<u>\$0.00</u>
66900200	NON-SP WASTE DISPOSAL	0	CU YD	<u>\$75.00</u>	<u>\$0.00</u>
70101700	TRAF CONT & PROT	1	L SUM	<u>\$18,300.00</u>	<u>\$18,300.00</u>
Z0017400	DRAIN UTIL STR ADJ	8	EACH	<u>\$200.00</u>	<u>\$1,600.00</u>
Z0017700	DRAIN UTIL STR RECON	2	EACH	<u>\$400.00</u>	<u>\$800.00</u>
				TOTAL BID:	<u>\$350,549.21</u>

TOTAL BID PRICE IN WORDS: THREE HUNDRED FIFTY THOUSAND FIVE HUNDRED FORTY NINE AND TWENTY ONE CENTS

**VILLAGE OF LOMBARD
CONTRACT DOCUMENT NUMBER ST-12B-03
BID PROPOSAL (CONTINUED)**

Signed on this _____ day of _____, 2012.

The undersigned is aware that Federal Labor Standards and Prevailing Wage Rates apply to all work performed on this contract. It is the contractor's responsibility to comply with these requirements and to assure compliance by his/her subcontractors and/or any lower tier subcontracts required by this contract.

If an individual or partnership, the individual or all partners must complete and sign.

By : _____

Print Name : _____

Position/Title..... : _____

By : _____

Print Name : _____

Position/Title..... : _____

Company Name... : _____

Address line 1..... : _____

Address line 2..... : _____

Telephone..... : _____

If a corporation, an officer duly authorized should sign and affix the corporate seal

PLACE CORPORATE SEAL HERE

By : _____

Print Name : _____

Position/Title..... : _____

Company Name..... : _____

Address line 1..... : _____

Telephone..... : _____

The Village of Lombard is exempt from sales or federal tax; therefore, do not include in bid price.

**VILLAGE OF LOMBARD
BIDDER'S CERTIFICATION FORM
(BID PROPOSAL)**

The undersigned being an authorized representative of _____,
(Name of Company)

(hereinafter the "Bidder") who has submitted a bid on a contract for FY 2012B MAPLE STREET CONCETE REHABILITATION to the Village of Lombard, certifies that:

1. The Bidder is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-4 or 720 ILCS 5/33E-5 or of any similar statute of another state or of a federal statute containing the same or similar elements;
2. The Bidder will comply with all requirements of 29 CFR Part 1910 Permit Required Confined Spaces for General Industry. Special attention is drawn to Section 1910.146(c)(9), which provides as follows:

"In addition to complying with the permit space requirements that apply to all employers, each contractor who is retained to perform permit space entry operations shall:

- (i) Obtain any available information regarding permit space hazards and entry operations from the host employer;
- (ii) Coordinate entry operations with the host employer, when both host employer personnel and contractor personnel will be working in or near permit spaces, as required by paragraph (d)(11) of this section; and
- (iii) Inform the host employer of the permit space program that the contractor will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation." and

3. The Bidder will comply with 29CFR1926.650-652, Appendices A-F, Revised July 1, 1990 (Subpart P - Excavations).

By: _____
Authorized Agent of Bidder

Subscribed and sworn to
before me this _____
day of _____, 2012.

Notary Public

The Village of Lombard reserves the right to reject any or all bids, and to waive technicalities in bidding.