

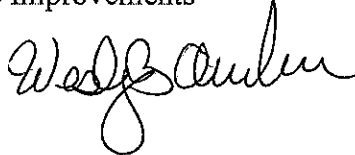
VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda
Bids and Proposals

TO: President and Village Board of Trustees

FROM: William T. Lichter, Village Manager

DATE: January 11, 2006 AGENDA DATE: January 19, 2006

TITLE: Bid Opening For: Main Street Streetscape Improvements

SUBMITTED BY: David A. Dratnol, P.E., Village Engineer 

RESULTS:

Date Bids Were Published 11/23/05 Bidding Closed 1/10/06
Total Number of Bids Received 9
Total Number of Bidders Meeting Specifications 9
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Were Any Bids Withdrawn Yes X No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:

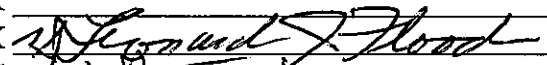
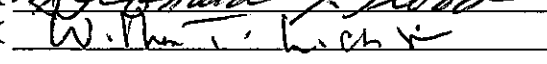
FISCAL IMPACT:

Engineer's estimate/budget estimate \$704,846.55/ \$505,500.00
Amount of Award \$689,689.96
Fund Breakdown: TIF \$689,689.96
7402,809450 Proj. 0601

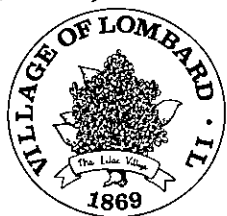
BACKGROUND/RECOMMENDATION:

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 1/11/06
Village Manager XX  Date 1/11/06

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: William T. Lichter – Village Manager
Through: Wesley B. Anderson, – Director of Public Works *WA*
From: David A. Dratnol, P.E. – Village Engineer
Date: January 11, 2006
Subject: Main Street Streetscape Improvements
Project Number: ST-05-07

The Main Street Streetscape project consists of the construction of brick-paver sidewalk, installation of decorative street lights and new trees with vaults, signal modifications, manhole replacement and street resurfacing along with curb/gutter and driveway replacement along Main Street from Maple Street to Parkside Avenue. The Public Works Department sold 27 plan sets to potential bidders and suppliers for this project. Nine bids were received and opened at 11:00 a.m. on January 10, 2006. The results are listed below:

Company	TOTAL
Landmark Contractors Inc.	\$689,689.96
ALamp Concrete Contractors Inc.	\$713,261.30
Brothers Asphalt Paving, Inc.	\$736,479.80
Trine Construction Corp.	\$741,498.20
R.W. Dunteman Co.	\$766,731.00
Alliance Contractors Inc.	\$807,595.71
Lyons Electric Company, Inc.	\$828,799.90
Martam Construction Inc.	\$907,727.96
Kovolic Construction Co. Inc.	\$917,790.00
Engineer's Estimate	\$704,846.55

Landmark Contractors, Inc. has not previously worked for the Village. PW Engineering Staff has called the provided references, the Village of Schaumburg, the Village of Wilmette and the Village of Libertyville, and received positive feedback. In particular, the Village of Schaumburg was very satisfied with the work performed by Landmark for a similar streetscape-type project.

The Engineering Division recommends the award of this contract to Landmark Contractors, Inc. of Huntley, Illinois.

File: ST-05-07

VILLAGE OF LOMBARD

CONTRACT

CONTRACT DOCUMENT NUMBER ST-05-07

This agreement is made this 1st day of December, 2005, between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as the "Village" and (Landmark Contractors, Inc.) hereinafter referred to as the "Contractor" and its 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:

THE CONSTRUCTION OF APPROXIMATELY 270 FEET OF BRICK PAVER SIDEWALK ALONG THE WEST SIDE OF MAIN STREET AND APPROXIMATELY 835 FEET OF BRICK PAVER SIDEWALK ALONG THE EAST SIDE OF MAIN STREET IN THE VILLAGE OF LOMBARD. THE SCOPE OF WORK INCLUDES THE REMOVAL OF EXISTING SIDEWALK, INSTALLATION OF PIPE UNDERDRAINS, CONSTRUCTION OF A BRICK PAVER SIDEWALK, THE INSTALLATION OF DECORATIVE STREET LIGHT UNITS INCLUDING 30" LIGHTING FOUNDATIONS, HANDHOLES, CONDUIT AND UNIT DUCTS. FURTHERMORE, RESURFACING, CURB & GUTTER REMOVAL AND REPLACEMENT, SIDEWALK REPLACEMENT, DRIVEWAY REMOVAL AND REPLACEMENT, AND TRAFFIC SIGNAL MODIFICATIONS.

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-05-07 for the Main Street Streetscape Improvements, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number ST-05-07 - Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - b. The Contractor's Bid Proposal Dated: January 10, 2006
 - 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 as shown on the Contractor's Proposal attached hereto as Exhibit "A" and made a part hereof.
3. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project within 21 calendar days from the date of the Notice to Proceed. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time 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 on 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 on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village 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 by William J. Mueller, Village President, and the Contractor have hereunto set their hands this _____ day of _____, 2006.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign.

Landmark Contractors, Inc.

Individual or Partnership _____ Corporation _____

Accepted this _____ day of _____, 2006.

By _____

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this _____ day of _____, 2006.

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 January 19, 2006, for the construction of the work designated:

MAIN STREET STREETScape IMPROVEMENTS

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
_____, 2006

VILLAGE OF LOMBARD

BY: _____
Village President

ATTEST:

Village Clerk

IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this
____ day of _____, 2006.

PRINCIPAL:

BY: _____

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)

MAIN STREET STREETScape IMPROVEMENTS 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 _____, 2006.

Notary Public