

**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 Hulseberg, Village Manager  
 DATE: March 8, 2010 AGENDA DATE: March 18, 2010  
 TITLE: Bid Opening For: Olde Towne – East, Phase 5  
 SUBMITTED BY: David A. Dratnol, P.E., Village Engineer *DD*

**RESULTS:**

Date Bids Were Published 01/13/10 Bidding Closed 02/25/10  
 Total Number of Bids Received 6  
 Total Number of Bidders Meeting Specifications 6  
 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 Were Any Bids Withdrawn          Yes X No  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:**

Budget Estimate: \$2,004,403  
 Engineer's Estimate: \$1,724,000 (Craig – Concrete) /\$1,697,000 (Craig - Asphalt)  
 Amount of Award: \$1,474,276.79 (Craig – Concrete)  
 Fund: Water/Sewer Fund (\$410,672.00) & Capital Project Fund (\$1,063,604.79)

**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:** David A. Hulseberg, Village Manager  
**Through:** Carl Goldsmith, Director of Public Works *CG*  
**From:** David A. Dratnol, P.E., Village Engineer *DD*  
**Date:** March 8, 2010  
**Subject:** Olde Towne- East, Phase 5

Olde Towne - East, Phase 5 project area includes: **Windsor Avenue** from Charlotte Street to Craig Place and **Craig Place** from St. Charles Road to Windsor Avenue.

The project primarily involves the reconstruction of the existing roadway and the separation of the combined sewer system into individual sanitary and storm sewer systems. The scope of work includes removal and replacement of the existing roadway (including curb & gutter), street lighting, sidewalk, sanitary sewer service laterals, water main (including services from the main to the b-box) and the lining of the existing combined sewer main, which will become a sanitary sewer once the new storm sewer is constructed.

The bid schedule was structured with a base bid and two (2) different pavement alternatives for Craig Place. The base bid was the reconstruction of the underground utilities for both streets and the replacement Windsor Avenue with asphalt pavement. Alternate 1 was to replace Craig Place with concrete pavement (Craig Place is currently a concrete street). Alternative 2 was to replace Craig Place with asphalt pavement.

Thirty two ( 32) potential bidders and suppliers purchased bid documents. Public Works - Engineering received and opened six (6) bids at 10:00 A.M. on February 25, 2010. The results are summarized below:

Company	Base & Alternate 1	Base & Alternate 2
ALamp Concrete Contractors	\$1,474,276.79	\$1,474,276.84
John Neri Construction	\$1,554,321.25	\$1,534,989.00
MQ Construction	\$1,584,886.77	\$1,584,901.67
Cerniglia Company	\$1,691,017.10	\$1,677,149.50
Copenhaver Construction	\$1,839,517.50	\$1,815,617.00
Pease Construction	\$1,844,211.52	\$1,819,439.80
<b>Engineer's Estimate</b>	<b>\$1,716,656.10</b>	<b>\$1,691,903.90</b>

Due to the number of pay items and the number of bidders, the bid tabulation is not attached. Staff will provide copies upon request and it will be posted on the Village website after award of the contract. Please contact me if you want a copy of the bid tabulation, have any questions or need any additional information.

Public Works staff has worked with the ALamp Concrete Contractors in the past. Most recently ALamp was the general contractor for Special Assessment 217B (Lemoyne, Vista & Edgewood Avenues). Public Works-Engineering recommends award of this contract in the amount of \$1,474,276.79, (Base & Alternate 1) to ALamp Concrete Contractors of Schaumburg, Illinois.

Given the unit prices submitted for concrete pavement on Craig Place, Public Works-Engineering calculated the price for Windsor Avenue to be reconstructed in concrete. The additional price to do the work is approximately \$14,000. This includes replacing all aprons with concrete (as per current Village policy). If the Board chooses to proceed in paving both streets with concrete, a change order reflecting the changes in quantities and price will be brought to the Board of Trustees on April 22, 2010.



## VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER ST-10-04

This agreement is made this 18th day of March 2010, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and ALamp Concrete Contractors 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:

Olde Towne – East, Phase 5; the project involves the reconstruction of Windsor Avenue and Craig Place . The scope of work includes the removal and replacement of existing pavement, base course and sub-base. Furthermore, curb & gutter removal and replacement, sidewalk replacement, driveway construction, storm sewer construction, water main replacement, sanitary sewer lining and street lighting. All of the above as well as other project details are further described in the contract documents for the said work prepared for the Village of Lombard by Civiltech Engineering, Inc.

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-10-04 for Olde Towne – East, Phase 5, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Notice to Bidders on Contract Document Number ST-10-04 - Legal Notice
    - iv) General Provisions
    - v) Special Provisions
    - vi) Plans and Specifications
  - b. The Contractor's Bid Proposal Dated: February 25, 2010
  - c. Addendum Dated: February 18, 2010
  - d. Required Performance and Payment Bonds and Certificate(s) of Insurance
  - e. 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 170 calendar days from the date of the Notice to Proceed (160 calendar days to substantial completion with 10 calendar days for punch list work). 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 18th day of March 2010.

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 \_\_\_\_\_, 2010.

\_\_\_\_\_  
By

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

\_\_\_\_\_  
By

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

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
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 March 18, 2010, for the construction of the work designated:

Olde Towne – East, Phase 5

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 \_\_\_\_\_, 2010.

VILLAGE OF LOMBARD

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

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

IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this \_\_\_\_ day of \_\_\_\_\_, 2010.

PRINCIPAL:  
\_\_\_\_\_

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

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

SURETY: \_\_\_\_\_

BY: \_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
Attorney in Fact

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

(SEAL)

## VILLAGE OF LOMBARD CONTRACTOR'S CERTIFICATION

\_\_\_\_\_, having been first duly sworn deposed and states as follows:  
(Officer or Owner of Company)

\_\_\_\_\_, having submitted a proposal for:  
(Name of Company)

Olde Towne – East, Phase 5 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.

4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village of Lombard.

4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

(Cross out either 4A or 4B, depending upon which certification is correct.)

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

Subscribed and sworn to  
before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2010.

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