

DISTRICTS ALL

**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: June 10, 2008 (COW) (B of T) Date: June 19, 2008

TITLE: Bid Opening For: FY 2009 Concrete Rehabilitation and Utility Cuts Patching
Project Number ST-09-02

SUBMITTED BY: David A. Dramol, P.E., Village Engineer *DD*

RESULTS:

Date Bids Were Published 5/23/08 Bidding Closed 6/9/08

Total Number of Bids Received 5

Total Number of Bidders Meeting Specifications 5

Bid Security Required Yes No

Performance Bond Required X Yes No

Were Any Bids Withdrawn Yes No X

Explanation: No

Waiver of Bids Requested? Yes No X

If yes, explain: No

Award Recommended to Lowest Yes No X

Responsible Bidder? Yes No X

If no, explain: No

FISCAL IMPACT:

Engineer's estimate/budget estimate: \$918,000.00 / \$1,000,000.00
Amount of Award: \$1,091,086.50

| | | | |
|----------------------------|--------------|----------------------|----------|
| Rehabilitation Program: | \$300,000.00 | MFT Project Fund | FIN 5507 |
| Rehabilitation Program: | \$691,086.50 | Capital Project Fund | FIN 5507 |
| Concrete Utility Patching: | \$100,000.00 | Capital Project Fund | FIN 5508 |

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 No

REVIEW (as needed):

Village Attorney XX _____ Date 6/12/08
Finance Director XX James J. Stork Date 6/13/08
Village Manager XX David A. Dramol Date 6/13/08

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 Hulseberg, Village Manager
Through: David Gorman, P.E., Acting Director of Public Works
From: David A. Dratmol, P.E., Village Engineer
Date: June 10, 2008
Subject: FY 2009 Concrete Rehab and Utility Cuts Patching

Project Number: ST-09-02 (MFT)

The subject project consists of removing and replacing Portland Concrete Cement (PCC) pavement, combination PCC curb and gutter, and providing PCC patching where utility pavement cuts were performed and associated storm sewer repairs at various locations throughout the Village.

Twelve potential bidders and suppliers purchased bid documents. Public Works Engineering received and opened five bids at 11:00 A.M. on June 9, 2008. The results are summarized below:

| Company | Bid (as-read) | Corrected Bid |
|----------------------------|---------------------|----------------|
| Triggi Construction, Inc | \$1,091,086.50 | |
| G&M Cement Construction | \$1,115,609.35 | |
| Schroeder & Schroeder | \$1,170,914.20 | \$1,170,914.25 |
| Kings Point | \$1,198,154.60 | \$1,198,574.65 |
| A Lamp Concrete | \$1,200,000.40 | |
| Engineer's Estimate | \$918,008.58 | |

The bid tabulation is attached. Bids are derived by multiplying the written unit price bid with the estimated number of units required to complete the project. Corrected Bids are bids that, when tabulated, result in a different number than the As-Read Bid. Frequent causes for bid differences range from simple mathematical addition or multiplication errors to transcription errors of specific unit prices by the bidder. Per bidding requirements, written unit prices govern and must be utilized. Corrected bids for this project generated minimally different bids than their respective As-Read Bids, but had no consequence on the bidder's ranking or the lowest bid.

The bid tabulation will be posted on the Village website after award of the contract. Please contact me if you have any questions or need any additional information.

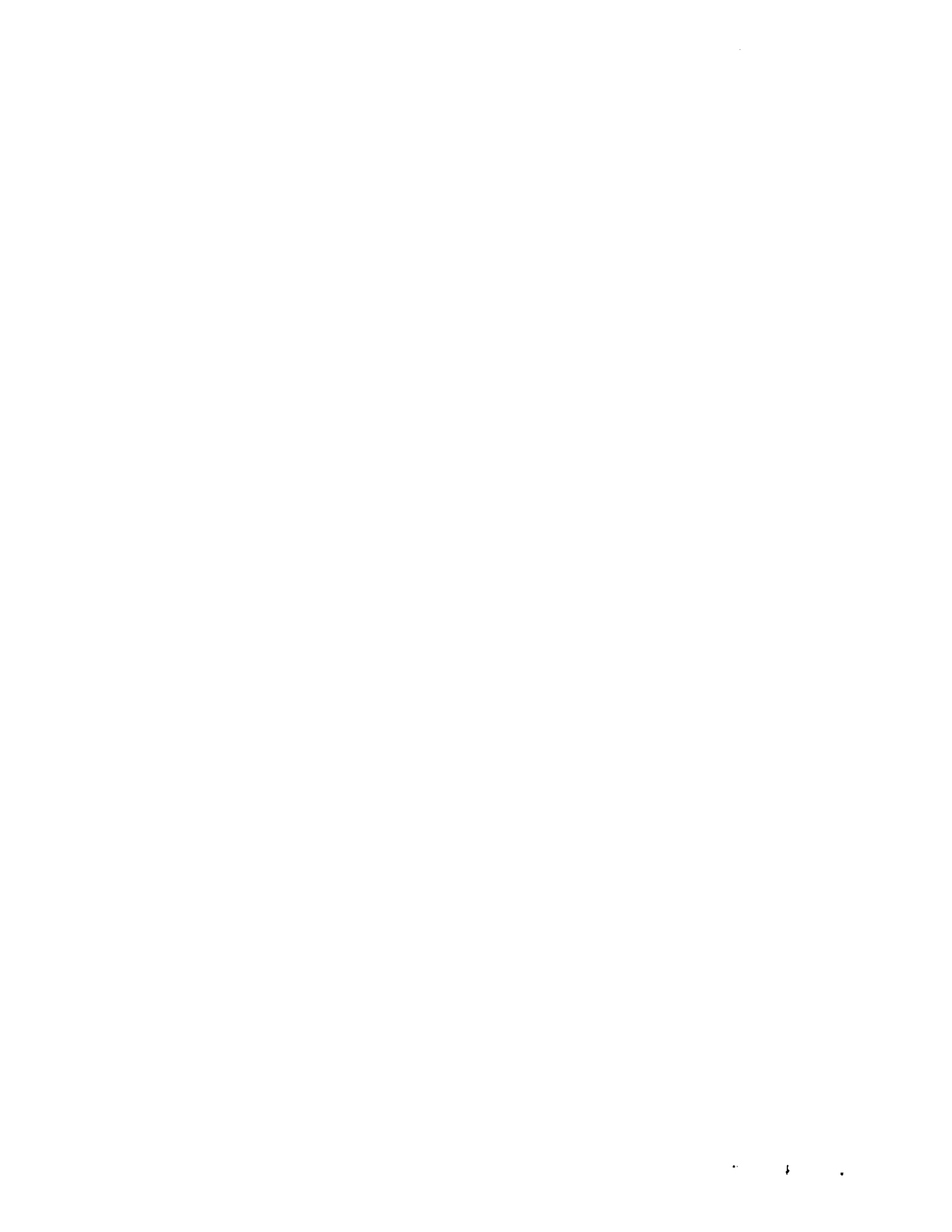
Staff recommends award of this contract to Triggi Construction, Inc. in the amount of \$1,091,086.50. If approved by the Board, please return two (2) executed original contracts to PW Engineering for further processing.

PROJECT FILE NAME: FY 2009 Concrete Rehabilitation and Utility Cuts Patching
 PROJECT NO.: ST 09-02

DATE: June 9, 2008
 TIME: 11:00 AM
 TABULATED BY: Kent

| NO | ITEM | QUAN | UNIT | PRICE | TOTAL | ENGINEER'S ESTIMATE | | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
|----------|-----------------------|----------|-------|-------------|----------------------|---------------------|-----------------------|-----------------------|------------|-----------------------|------------|-----------------------|-----------------------|--------------|-----------------------|--------------|-----------------------|-----------------------|
| | | | | | | AS READ: | AS CORRECTED: | | | | | | | | | | | |
| 21001000 | GEOTECH FAB FIGR STAB | 13349.00 | SQ YD | \$1.00 | \$13,349.00 | 1.00 | \$13,349.00 | \$13,349.00 | 1.00 | \$13,349.00 | 1.00 | \$13,349.00 | 1.00 | \$13,349.00 | 1.00 | \$13,349.00 | 1.00 | \$13,349.00 |
| 31101200 | SUB GRAN MAT B 4 | 13349.00 | SQ YD | \$2.90 | \$38,712.10 | 5.00 | \$66,745.00 | \$33,372.50 | 2.50 | \$33,372.50 | 3.25 | \$43,384.25 | 4.25 | \$56,733.25 | 4.00 | \$53,996.00 | 4.00 | \$53,996.00 |
| 20200100 | EARTH EXCAVATION | 1483.20 | CU YD | \$18.00 | \$26,697.60 | 35.00 | \$51,912.00 | \$41,529.60 | 28.00 | \$107,459.45 | 28.00 | \$41,529.60 | 30.50 | \$45,237.60 | 32.00 | \$47,462.40 | 32.00 | \$47,462.40 |
| 44000100 | PAVMENT REM | 13349.00 | SQ YD | \$2.88 | \$38,378.38 | 10.00 | \$133,490.00 | \$107,459.45 | 8.05 | \$107,459.45 | 12.00 | \$160,188.00 | 8.50 | \$113,466.50 | 12.00 | \$160,188.00 | 12.00 | \$160,188.00 |
| 44200976 | CL B PATCH T4 10 | 13349.00 | SQ YD | \$46.00 | \$614,054.00 | 44.50 | \$594,030.50 | \$680,799.00 | 51.00 | \$680,799.00 | 49.00 | \$654,101.00 | 47.00 | \$627,403.00 | 50.00 | \$667,450.00 | 50.00 | \$667,450.00 |
| 44000050 | COMB CC&G REMOVAL | 9010.00 | LF | \$1.00 | \$9,010.00 | 3.00 | \$27,030.00 | \$24,327.00 | 2.70 | \$24,327.00 | 3.00 | \$27,030.00 | 3.80 | \$34,238.00 | 3.50 | \$31,535.00 | 3.50 | \$31,535.00 |
| 60607400 | COMB CC&G TB9.24 | 4535.00 | LF | \$15.00 | \$68,025.00 | 18.00 | \$81,630.00 | \$77,095.00 | 17.00 | \$77,095.00 | 21.00 | \$95,235.00 | 16.50 | \$74,827.50 | 17.00 | \$77,095.00 | 17.00 | \$77,095.00 |
| 60605900 | COMB CC&G TB9.12 | 4475.00 | LF | \$12.00 | \$53,700.00 | 15.00 | \$67,125.00 | \$69,362.50 | 15.50 | \$69,362.50 | 14.50 | \$64,887.50 | 14.00 | \$62,650.00 | 15.00 | \$67,125.00 | 15.00 | \$67,125.00 |
| 44000200 | DRIVE PAVEMENT REM | 400.00 | SQ YD | \$2.00 | \$800.00 | 10.00 | \$4,000.00 | \$4,000.00 | 10.00 | \$4,000.00 | 9.00 | \$3,600.00 | 5.00 | \$2,000.00 | 11.00 | \$2,000.00 | 11.00 | \$2,000.00 |
| 42300710 | PCC DRIVEWAY PVT 6 SP | 400.00 | SQ YD | \$26.00 | \$10,400.00 | 10.00 | \$4,000.00 | \$4,000.00 | 10.00 | \$4,000.00 | 45.00 | \$3,600.00 | 35.00 | \$14,000.00 | 40.00 | \$16,000.00 | 40.00 | \$16,000.00 |
| 21101615 | TOPSOIL F & P 4 | 1850.00 | SQ YD | \$2.90 | \$5,365.00 | 2.50 | \$4,625.00 | \$3,700.00 | 2.00 | \$3,700.00 | 3.00 | \$5,550.00 | 3.00 | \$5,550.00 | 2.00 | \$3,700.00 | 2.00 | \$3,700.00 |
| 25200700 | SODDING SPL | 1850.00 | SQ YD | \$4.95 | \$9,157.50 | 7.00 | \$12,950.00 | \$11,100.00 | 6.00 | \$11,100.00 | 8.50 | \$15,725.00 | 5.00 | \$9,250.00 | 6.00 | \$11,100.00 | 6.00 | \$11,100.00 |
| Z0017400 | DRAIN UTIL STR ADJ | 8.00 | EACH | \$180.00 | \$1,440.00 | 200.00 | \$1,600.00 | \$1,520.00 | 190.00 | \$1,520.00 | 250.00 | \$2,000.00 | 300.00 | \$2,400.00 | 450.00 | \$3,600.00 | 450.00 | \$3,600.00 |
| Z0017700 | DRAIN UTIL STR RECON | 8.00 | EACH | \$490.00 | \$3,920.00 | 450.00 | \$3,600.00 | \$7,600.00 | 950.00 | \$7,600.00 | 1,250.00 | \$10,000.00 | 600.00 | \$4,800.00 | 1,100.00 | \$3,800.00 | 1,100.00 | \$3,800.00 |
| 70101700 | TRAF CONT & PROT | 1.00 | L SUM | \$25,000.00 | \$25,000.00 | 15,000.00 | \$15,000.00 | \$30,000.00 | 950.00 | \$30,000.00 | 15,000.00 | \$15,000.00 | 130,000.00 | \$130,000.00 | 34,800.00 | \$34,800.00 | 34,800.00 | \$34,800.00 |
| | TOTAL | | | | \$918,008.58 | | \$1,091,086.50 | \$1,091,086.50 | | \$1,115,609.35 | | \$1,170,914.20 | \$1,170,914.20 | | \$1,198,574.65 | | \$1,200,000.40 | \$1,200,000.40 |
| | TOTAL | | | | AS CORRECTED: | | AS READ: | | | | | | | | | | | |

| Contractor | Total Base Bid |
|----------------------------|----------------|
| Trigg Construction | \$1,091,086.50 |
| G. M. Cement | \$1,115,609.35 |
| Schroeder & Schroeder | \$1,170,914.20 |
| Kings Point | \$1,198,574.65 |
| Alamp Concrete Contractors | \$1,200,000.40 |



Party of the Second Part

(If an individual)

Party of the Second Part

Partners doing Business under the firm name of

Secretary

Attest:

(If a Co-Partnership)

President Party of the Second Part

By

Corporate Name

(If a Corporation)

Party of the First Part

(Seal)

Clerk By

The Village of Lombard

Attest:

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

State of Illinois May 23, 2008 _____ Date
, are essential documents of this contract and are a part hereof.

in the Village of Lombard _____, approved by the Department of Transportation of the

3. And it is also understood and agreed that the Notice to Contractors, Special Provisions, Proposal and Contract Bond
hereto attached, and the Plans for Section 08-00000-01-GM

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached,
to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these
presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all
the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications
hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under
it.

known as the party of the second part.

Triqui Construction Company _____ his/their executors, administrators, successors or assigns,

acting by and through its _____ PRESIDENT known as the party of the first part, and

between the VILLAGE _____ of LOMBARD

Month and Year

1. THIS AGREEMENT, made and concluded the 19th day of June, 2008

Contract





Contract Bond

Route Various Locations
County DuPage
Local Agency Village of Lombard
Section 08-00000-01-GM

We,

a/an) Individual Co-partnership Corporation organized under the laws of the State of

as PRINCIPAL, and

as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of

United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, 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 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 to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery 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 LA and its awarding authority 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.

Clerk

(Awarding Authority)

Approved this _____ day of _____, A.D.
Attest:

My commission expires _____
Notary Public
(SEAL)

A.D.
Given under my hand and notarial seal this _____ day of _____
instrument as their free and voluntary act for the uses and purposes therein set forth.
of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said
who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf
(Insert names of individuals signing on behalf of SURETY)

I, _____, a Notary Public in and for said county, do hereby certify that

COUNTY OF _____
STATE OF ILLINOIS
(Name of Surety)

(Signature of Attorney-in-Fact)

SURETY

My commission expires _____
Notary Public
(SEAL)

A.D.
Given under my hand and notarial seal this _____ day of _____
instrument as their free and voluntary act for the uses and purposes therein set forth.
of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said
who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf
(Insert names of individuals signing on behalf of PRINCIPAL)

I, _____, a Notary Public in and for said county, do hereby certify that

COUNTY OF _____
STATE OF ILLINOIS,
affixed.)
(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be
(Signature & Title)

Attest:

By: _____ (Company Name)

By: _____ (Signature & Title)

By: _____ (Company Name)

By: _____ (Signature & Title)
Attest:

PRINCIPAL

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be
signed by their respective officers this _____ day of _____, A.D.