

DISTRICT 1, 2 & 6

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: May 25, 2012 AGENDA DATE: June 7, 2012
 TITLE: Bid Opening For: Finley Road Pavement Rehabilitation – Phase 1 (Rebid)
 SUBMITTED BY: David A. Dratnol, P.E., Village Engineer *DD*

RESULTS:

Date Bids Were Published 05/04/12 Bidding Closed 05/23/12
 Total Number of Bids Received 4
 Total Number of Bidders Meeting Specifications 4
 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 Were Any Bids Withdrawn Yes X No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: \$2,280,885.00 PW Project #: ST-12-05 HTE #: 1206
 Engineer's Estimate: \$2,072,319.00
Amount of Award: \$1,899,293.29
 Funding:
 Capital Projects Fund: \$1,439,117.04
 Water/Sewer Fund: \$439,495.00
 Lombard Park District: \$20,681.25

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
From: David A. Dratnol, P.E., Village Engineer
Date: May 25, 2012
Subject: Finley Road Pavement Rehabilitation – Phase 1 (Rebid)

The Finley Road Pavement Rehabilitation – Phase 1 project area includes: Finley Road from a point approximately 200 feet south of Wilson Avenue to the intersection with Charles Lane.

The project involves the reconstruction of Finley Road (approximately 3600 feet) and roughly 90 feet of Wilson Avenue. On Finley Road, 3" of existing asphalt pavement surface will be removed. The roadway surface will be replaced with a 5" unbonded Portland Concrete Cement Overlay. On Wilson Avenue (west of Finley Road) the entire pavement structure will be removed and replaced with 9" of Hot-Mix Asphalt and 4" of base course. Furthermore, curb & gutter removal and replacement, sidewalk replacement, driveway apron replacement, storm sewer construction (replacement, adjustment, repair and new structures), water main and service replacement (approximately 900 feet), spot sanitary sewer repairs, and sanitary force main replacement (approximately 550 feet) are included as work for this project.

Eleven (11) potential bidders and subcontractors purchased bid documents. On May 23, 2012 at 3:00 PM, Public Works - Engineering received and read four (4) bids. The results are summarized below:

Company	Bid
"D" Construction	\$1,899,293.29
RW Dunteman Co./Martam (Joint Venture)	\$2,021,245.79
A Lamp Concrete Contractors Inc.	\$2,062,887.40
Alliance Contractors Inc.	\$2,340,303.30
Engineer's Estimate	\$2,072,319.00

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.

The Lombard Park District wishes to replace sidewalk, curb and gutter at the Sunset Knolls facility and requested to have those items of work included under the Village contract for Finley Road. The value of the work, as determined by the bid schedule of contract quantities totals \$20,681.25. The final value of the work will be determined by the completed quantities.

Public Works-Engineering recommends award of this contract in the amount of \$1,899,293.29 to "D" Construction of Coal City, Illinois as the lowest responsible and responsive bidder. "D" Construction is the contractor for the Great Western Trails Bridges project.



VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER ST-12-05

This agreement is made this 7th day of June 2012, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and "D" 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:

The proposed work is officially known as "Finley Road Pavement Rehabilitation – Phase 1". The project involves the rehabilitation of Finley Road (3600 feet) and the reconstruction of approximately 90 feet of Wilson Avenue. The project is located north of Roosevelt Road and south of St. Charles Road in the Village of Lombard. The scope of work includes the removal of 3" of existing pavement surface along Finley Road. The roadway will be replaced with a 5" Portland Cement Concrete Overlay. On Wilson Avenue the entire pavement structure will be removed and replaced with 9" of Hot-Mix Asphalt and 4" of base course. Furthermore, curb & gutter removal and replacement, sidewalk replacement, driveway construction, storm sewer construction, water main replacement, sanitary sewer construction, and sanitary force main replacement will all be included in the scope of work for this project. 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-12-05 for Finley Road Pavement Rehabilitation – Phase 1, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number ST-12-05 - Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - b. The Contractor's Bid Proposal Dated: May 23, 2012
 - c. Addendum Dated: May 17, 2012
 - 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 140 calendar days from the date of the Notice to Proceed (130 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 7th day of June 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 7th day of June, 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 June 7, 2012, for the construction of the work designated:

Finley Road Pavement Rehabilitation – Phase1

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 7th day of
June, 2012.

VILLAGE OF LOMBARD

BY: _____
Village President

ATTEST:

Village Clerk

IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this
_____ day of _____, 2012.

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)

Finley Road Pavement Rehabilitation – Phase1 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 _____, 2012.

Notary Public