

**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: July 29, 2013 AGENDA DATE: September 15<sup>th</sup>, 2013

TITLE: Bid Opening For: FY 2013 Greenfield Avenue Sanitary Sewer

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

**RESULTS:**

Date Bids Were Published 7/17/13 Bidding Closed July 29, 2013

Total Number of Bids Received 2

Total Number of Bidders Meeting Specifications 2

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Were Any Bids Withdrawn        Yes X No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:**

Engineer's estimate/budget estimate \$38,091.00/ \$40,000.00

Amount of Award \$54,316.00

**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

**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, AICP, ICMA-CM, Village Manager  
**Through:** Carl S. Goldsmith, Director of Public Works *cy*  
**From:** David A Dratnol, P.E., Village Engineer *DAD*  
**Date:** July 29, 2013  
**Subject:** FY 2013 Greenfield Avenue Sanitary Sewer

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The purpose of the Greenfield Avenue Sanitary Sewer project is remove and replace approximately 150 LF of Sanitary Sewer main and approximately 65 lineal feet of sanitary service connection, which has developed significant low spots, or bellying.

Three potential bidders purchased plans for the referenced project. Two (2) bids were received and opened at 11:00 a.m. on July 29<sup>th</sup>, 2013. The following table summarizes the bid results. Attached to this memo is the bid tabulation.

<i>Contractor</i>	<i>Bid</i>
John Neri Construction Co., Inc.	\$54,316.00
J. Congdon Sewer Service, Inc.	\$77,335.00
Engineers Estimate	\$38,091.00

The Village budgeted \$40,000.00 for this project. The additional \$14,316.00 needed to reach the low bid will be paid through the use of Sewer/Water Capital Reserve Funds. Specifically, the Finley-Crescent Basin Improvements project will not be undertaken, which has a budgeted amount of \$119,000.00. The funds needed to fund this project will be drawn from this budgeted amount.

The Engineering Division recommends awarding this contract to John Neri Construction Co., Inc. in the amount of \$54,316.00 Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on August 15<sup>th</sup>, 2013. If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.

Project: 400 E. Greenfield Sewer  
 Budget: \$40,000.000  
 Bid Opening: 7/29/2013 11:00:00 AM

Tabulated By: MDR

Engineers Estimate

John Neri Construction  
 770 Factory Road  
 Addison, IL 60101

J. Congdon Sewer  
 Service 170-A  
 Alexander Way Carol

Item	Unit	Quantity	Unit Price	Totals	Unit Price	Totals	Unit Price	Totals	Unit Price	Totals	Average Unit Price	Totals
Sanitary Sewer Removal 6"	LF	150	\$150.00	\$10.00	\$1,500.00	\$5.00	\$750.00	\$0.00	\$0.00	\$7.50	\$1,125.00	
Sanitary Sewer Service Connection	LF	63	\$75.00	\$4,725.00	\$85.00	\$5,355.00	\$7,875.00	\$0.00	\$0.00	\$105.00	\$8,815.00	
Sanitary Sewer 8"	LF	150	\$65.00	\$9,750.00	\$150.00	\$22,500.00	\$145.00	\$21,750.00	\$0.00	\$147.50	\$22,125.00	
Driveway Permit Rem	SY	28	\$9.00	\$252.00	\$700.00	\$700.00	\$420.00	\$0.00	\$0.00	\$20.00	\$560.00	
PCC Driveway Pmnt 6"	SY	28	\$38.00	\$1,064.00	\$72.00	\$2,016.00	\$70.00	\$1,960.00	\$0.00	\$71.00	\$1,988.00	
Curb Removal	LF	30	\$5.00	\$150.00	\$8.00	\$180.00	\$10.00	\$300.00	\$0.00	\$8.00	\$240.00	
B6, 12 Curb Replacement	LF	30	\$18.00	\$540.00	\$35.00	\$1,050.00	\$30.00	\$900.00	\$0.00	\$32.50	\$975.00	
Sidewalk Removal	SF	350	\$1.30	\$455.00	\$4.00	\$1,400.00	\$4.00	\$1,400.00	\$0.00	\$4.00	\$1,400.00	
PCC Sidewalk Placement	SF	350	\$4.50	\$1,575.00	\$8.00	\$2,800.00	\$6.00	\$2,100.00	\$0.00	\$7.00	\$2,450.00	
Rem & Disp Unsuitable Matl.	CY	10	\$20.00	\$200.00	\$25.00	\$250.00	\$60.00	\$600.00	\$0.00	\$42.50	\$425.00	
Trench Backfill, Special	CY	132	\$45.00	\$5,940.00	\$45.00	\$5,940.00	\$45.00	\$5,940.00	\$0.00	\$45.00	\$5,940.00	
Pavement Rem	SY	30	\$15.00	\$450.00	\$25.00	\$750.00	\$30.00	\$900.00	\$0.00	\$27.50	\$825.00	
Class D Patches, Type IV, 9"	SY	30	\$55.00	\$1,650.00	\$120.00	\$3,600.00	\$150.00	\$4,500.00	\$0.00	\$135.00	\$4,050.00	
Traffic Control	LSUM	1	\$10,000.00	\$10,000.00	\$3,175.00	\$3,175.00	\$24,000.00	\$24,000.00	\$0.00	\$13,587.50	\$13,587.50	
Disposal of Non-Special Waste	CY	15	\$25.00	\$375.00	\$50.00	\$750.00	\$90.00	\$900.00	\$0.00	\$55.00	\$825.00	
Sanitary Sewer Clean Out	EA	1	\$450.00	\$450.00	\$750.00	\$750.00	\$500.00	\$500.00	\$0.00	\$825.00	\$825.00	
Sediment Control, Drainage Struct.	EA	4	\$1.00	\$4.00	\$200.00	\$200.00	\$440.00	\$440.00	\$0.00	\$80.00	\$320.00	
Topsoil Furnish and Place	SY	45	\$2.00	\$90.00	\$10.00	\$450.00	\$20.00	\$900.00	\$0.00	\$15.00	\$675.00	
Sodding	SY	45	\$8.00	\$360.00	\$20.00	\$900.00	\$20.00	\$900.00	\$0.00	\$20.00	\$900.00	
Supplemental Watering	UNIT	1	\$1.00	\$1.00	\$50.00	\$50.00	\$300.00	\$300.00	\$0.00	\$175.00	\$175.00	

As Read \$38,091.00 As Read \$54,316.00 As Read \$77,335.00 As Read \$0.00 As Read \$0.00  
 Corrected \$38,091.00 Corrected \$54,316.00 Corrected \$77,335.00 Corrected \$0.00 Corrected \$65,625.50

# VILLAGE OF LOMBARD

## CONTRACT

### CONTRACT DOCUMENT NUMBER SA-13-02

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, 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:

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 SA-13-02 for Greenfield Avenue Sanitary Sewer, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Notice to Bidders on Contract Document Number SA-13-02 - Legal Notice
    - iv) General Provisions
    - v) Special Provisions
    - vi) Plans and Specifications
  - b. The Contractor's Bid Proposal Dated: July 29, 2013
  - 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 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 30 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 \_\_\_\_\_ 2013.

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 \_\_\_\_\_, 2013.

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

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

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2013.

Attest:

\_\_\_\_\_  
Keith Giagnorio, Village President

\_\_\_\_\_  
Sharon Kuderna, 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 August 15<sup>th</sup>, 2013, for the construction of the work designated:

Greenfield Avenue Sanitary Sewer

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 \_\_\_\_\_, 2013.

IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this \_\_\_ day of \_\_\_\_\_, 2013.

VILLAGE OF LOMBARD

PRINCIPAL:

\_\_\_\_\_

BY: \_\_\_\_\_  
Keith Giagnorio Village President

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

ATTEST:  
\_\_\_\_\_  
Sharon Kuderna Village Clerk

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)

Greenfield Avenue Sanitary Sewer 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 \_\_\_\_\_, 2013.

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