

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 *DH*
 DATE: April 13, 2011 (COW) (B of T) Date: April 21, 2011
 TITLE: Bid Opening For: FY 2012 Concrete Rehabilitation and Utility Cuts Patching
 Project Number ST-12-01
 SUBMITTED BY: David A. Dratnol, P.E., Village Engineer *DD*

RESULTS:

Date Bids Were Published 3/23/11 Bidding Closed 4/12/11
 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 Were Any Bids Withdrawn Yes X No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 Responsible Bidder? X Yes No
 If no, explain:

FISCAL IMPACT:

Engineer's estimate/budget estimate: \$890,000.00/ \$900,000.00
 Amount of Award: \$749,605.11

Rehabilitation Program:	\$800,000.00	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 X No

REVIEW (as needed):

Village Attorney XX _____ Date _____
 Finance Director XX _____ Date _____
 Village Manager XX *David A. Dratnol* _____ Date 4/13/11

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: Carl Goldsmith, Director of Public Works *CSG by DGH*
From: David A. Dratnol, P.E., Village Engineer *Drat*
Date: April 12, 2011
Subject: FY 2012 Concrete Rehabilitation and Utility Cuts Patching; Project Number: ST-11-01

Nineteen (19) potential bidders purchased plans for the referenced project. Nine (9) bids were received and opened at 10:00 A.M. on April 12, 2011

The results are listed below:

Contractor	Total Base Bid
G. M. Cement	\$749,605.11
Alamp Concrete	\$774,337.25
C A Cement Co. , Inc	\$775,683.00
Triggi Construction, Inc	\$794,587.75
Dinatale Construction Inc.	\$799,929.25
John Neri Constructiopn	\$801,083.50
Fortis	\$807,630.15
Schroeder & Schroeder	\$1,148,647.75
Alliance Contractors Inc.	\$1,480,883.85
Engineers Estimate	\$890,000.00

The lowest responsible bidder is G & M Cement Construction, Inc. of Addison, Illinois with a bid in the amount of \$749,605.11. Staff recommends awarding this contract to G & M Cement Construction, Inc. at the bid amount of \$749,605.11. Staff will be preparing a change order to take advantage of the favorable unit prices to maximize the maintenance that can be done within the budgeted amount.

Program	Budget	Low Bid	Difference
Concrete Rehabilitation	\$800,000.00	\$674,644.60	\$125,355.40
Utility Cuts Patching	\$100,000.00	\$74,960.51	\$25,039.49

The project will be able to extend each of the programs as shown above to perform additional maintenance while staying within the project budgets from the Capital Improvement Plan.

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on April 21, 2011. If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.

PROJECT FILE NAME: FY 2012 Concrete Rehabilitation and Utility Cuts Patching
 PROJECT NO.: ST 12-01

DATE: April 12, 2011
 TIME: 10:00 AM
 TABULATED BY: Kent

NO	ITEM	QUAN	UNIT	ENGINEER'S ESTIMATE			G & M Cement Construction 58 West Commercial Road Addison, IL 60101			Alamp Concrete 800 W. Irving Park Addison, IL 60101			C A Cement Co., Inc P.O. Box 6070 Bloomington, IL 60108			Triggi Construction, Inc P. O. Box 235 West Chicago, IL 60186			Dinatala Construction Inc. 1441 Bernard Drive Addison, IL 60101		
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
20201200	REM & DISP UNS MATL	50	CU YD	\$25.00	\$1,250.00	\$1.00	\$50.00	\$30.00	\$1,500.00	\$28.00	\$1,400.00	\$25.00	\$1,250.00	\$20.00	\$1,000.00	\$20.00	\$1,000.00				
20700420	POROUS GRAN EMB SUBGR	50	CU YD	\$35.00	\$1,750.00	\$1.00	\$50.00	\$30.00	\$1,500.00	\$20.00	\$1,000.00	\$25.00	\$1,250.00	\$20.00	\$1,000.00	\$20.00	\$1,000.00				
20200100	EARTH EXCAVATION	1435	CU YD	\$30.00	\$43,050.00	\$30.00	\$43,050.00	\$27.00	\$38,745.00	\$28.00	\$40,180.00	\$32.50	\$46,637.50	\$28.00	\$40,180.00	\$28.00	\$40,180.00				
21001000	GEOTECH FAB F/GR STAB	11,403	SQ YD	\$1.00	\$11,403.00	\$0.75	\$8,552.25	\$0.75	\$8,552.25	\$2.00	\$22,806.00	\$2.25	\$25,651.50	\$2.00	\$22,806.00	\$2.25	\$25,651.50				
21101615	TOPSOIL F & P 4	2500	SQ YD	\$3.00	\$7,500.00	\$2.00	\$5,000.00	\$2.00	\$5,000.00	\$2.00	\$5,000.00	\$2.25	\$5,625.00	\$2.00	\$5,000.00	\$2.25	\$5,625.00				
25200200	SUPPLE WATERING	1	UNIT	\$1.00	\$1.00	\$0.01	\$0.01	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00				
25200700	SODDING SPL	2500	SQ YD	\$7.00	\$17,500.00	\$2.00	\$5,000.00	\$5.00	\$12,500.00	\$5.00	\$12,500.00	\$4.00	\$10,000.00	\$4.00	\$10,000.00	\$5.00	\$12,500.00				
31101200	SUB GRAN MAT B 4	11,403	SQ YD	\$4.00	\$45,612.00	\$3.45	\$39,340.35	\$3.00	\$34,209.00	\$3.75	\$42,761.25	\$6.00	\$68,418.00	\$6.00	\$68,418.00	\$4.00	\$45,612.00				
42300710	PCC DRIVEWAY PVT 6 SP	110	SQ YD	\$35.00	\$3,850.00	\$30.00	\$3,300.00	\$36.00	\$3,960.00	\$34.00	\$3,740.00	\$35.00	\$3,850.00	\$35.00	\$3,850.00	\$35.00	\$3,850.00				
20004600	BIT DRIVEWAY PAVT (Res)	250	SQ YD	\$18.00	\$4,500.00	\$25.00	\$6,250.00	\$30.00	\$7,500.00	\$40.00	\$10,000.00	\$40.00	\$10,000.00	\$40.00	\$10,000.00	\$40.00	\$10,000.00				
42400500	PC CONC SIDEWALK SPL	711	SQ FT	\$4.00	\$2,844.00	\$3.50	\$2,488.50	\$4.00	\$2,844.00	\$4.00	\$2,844.00	\$3.50	\$2,488.50	\$3.50	\$2,488.50	\$4.00	\$2,844.00				
42400800	DETECTABLE WARNING	32	SQ FT	\$25.00	\$800.00	\$30.00	\$960.00	\$25.00	\$800.00	\$25.00	\$800.00	\$15.00	\$480.00	\$20.00	\$640.00	\$25.00	\$640.00				
44000100	PAVEMENT REM	11,403	SQ YD	\$8.00	\$91,224.00	\$8.00	\$91,224.00	\$8.00	\$91,224.00	\$8.00	\$91,224.00	\$6.00	\$68,418.00	\$8.00	\$91,224.00	\$8.00	\$91,224.00				
44000200	DRIVE PAVEMENT REM	350	SQ YD	\$12.00	\$4,200.00	\$8.00	\$2,800.00	\$8.00	\$2,800.00	\$8.00	\$2,800.00	\$6.00	\$2,100.00	\$8.00	\$2,800.00	\$8.00	\$2,800.00				
44000500	COMB CC&G REM	4628	LF	\$2.00	\$9,256.00	\$1.00	\$4,628.00	\$2.50	\$11,570.00	\$2.50	\$11,570.00	\$2.50	\$11,570.00	\$3.00	\$13,884.00	\$3.00	\$13,884.00				
44000600	SIDEWALK REM	711	SQ FT	\$1.00	\$711.00	\$1.00	\$711.00	\$1.00	\$711.00	\$1.00	\$711.00	\$1.00	\$711.00	\$1.50	\$1,066.50	\$1.00	\$711.00				
44200944	CL B PATCH T4 8	3559	SQ YD	\$45.00	\$160,155.00	\$36.00	\$128,124.00	\$38.00	\$135,242.00	\$34.00	\$121,006.00	\$34.00	\$121,006.00	\$35.00	\$124,565.00	\$37.00	\$131,683.00				
44200976	CL B PATCH T4 10	7844	SQ YD	\$47.00	\$368,668.00	\$41.50	\$325,526.00	\$40.00	\$313,760.00	\$40.00	\$313,760.00	\$38.50	\$301,994.00	\$38.50	\$301,994.00	\$41.00	\$321,604.00				
60605900	COMB CC&G TB9.12	2314	LF	\$18.00	\$41,652.00	\$11.00	\$25,454.00	\$13.00	\$30,082.00	\$13.00	\$30,082.00	\$13.00	\$30,082.00	\$13.00	\$30,082.00	\$15.00	\$34,710.00				
60607400	COMB CC&G TB6.24	2314	LF	\$22.00	\$50,908.00	\$13.00	\$30,082.00	\$18.00	\$41,652.00	\$18.00	\$41,652.00	\$14.00	\$32,396.00	\$15.00	\$34,710.00	\$17.50	\$40,495.00				
69900200	NON-SPL WASTE DISPOSAL	50	CU YD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$95.00	\$4,750.00	\$95.00	\$4,750.00	\$75.00	\$3,750.00	\$50.00	\$2,500.00				
70101700	TRAF CONT & PROT	1	L SUM	\$17,000.00	\$17,000.00	\$14,000.00	\$14,000.00	\$12,500.00	\$12,500.00	\$12,500.00	\$1,400.00	\$1,400.00	\$75.00	\$56.25	\$25,000.00	\$12,000.00	\$12,000.00				
20017400	DRAIN UTIL STR ADJ	21	EACH	\$250.00	\$5,250.00	\$215.00	\$4,515.00	\$235.00	\$4,935.00	\$200.00	\$4,200.00	\$200.00	\$4,200.00	\$175.00	\$3,675.00	\$250.00	\$5,250.00				
20017700	DRAIN UTIL STR RECON	10	EACH	\$950.00	\$9,500.00	\$400.00	\$4,000.00	\$800.00	\$8,000.00	\$800.00	\$8,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$800.00	\$8,000.00				
				as read	\$749,605.11				\$774,337.25												
				Total	\$898,584.00				\$774,337.25												
																	\$799,929.25				
																		\$799,929.25			

PROJECT FILE NAME: FY 2012 Concrete Rehabilitation and Utilit
 PROJECT NO.: ST 12-01

DATE: April 12, 2011
 TIME: 10:00 AM
 TABULATED BY: Kent

NO	ITEM	QUAN	UNIT	John Neri Construction		Fortis		Schroeder & Schroeder		Alliance Contractors Inc.		Average Unit Price	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
20201200	REM & DISP UNS MATL	50	CU YD	\$20.00	\$1,000.00	\$20.00	\$1,000.00	\$37.00	\$1,850.00	\$20.00	\$1,000.00	\$20.67	\$1,033.33
20700420	POROUS GRAN EMB SUBGR	50	CU YD	\$20.00	\$1,000.00	\$20.00	\$1,000.00	\$32.00	\$1,600.00	\$20.00	\$1,000.00	\$19.33	\$966.67
20200100	EARTH EXCAVATION	1435	CU YD	\$30.00	\$43,050.00	\$36.00	\$51,660.00	\$35.00	\$50,225.00	\$10.00	\$14,350.00	\$25.92	\$37,190.42
21001000	GEOTECH FAB F/GR STAB	11,403	SQ YD	\$1.00	\$11,403.00	\$0.75	\$8,552.25	\$1.50	\$17,104.50	\$1.00	\$11,403.00	\$0.88	\$9,977.63
21101615	TOPSOIL F & P 4	2500	SQ YD	\$1.00	\$2,500.00	\$1.25	\$3,125.00	\$2.50	\$6,250.00	\$2.24	\$5,600.00	\$2.00	\$4,995.83
25200200	SUPPLE WATERING	1	UNIT	\$0.50	\$0.50	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$2.00	\$2.00
25200700	SODDING SPL	2500	SQ YD	\$4.00	\$10,000.00	\$4.00	\$10,000.00	\$8.50	\$21,250.00	\$2.86	\$6,650.00	\$3.61	\$9,025.00
31101200	SUB GRAN MAT B 4	11,403	SQ YD	\$4.00	\$45,612.00	\$3.50	\$39,910.50	\$4.75	\$54,164.25	\$2.00	\$22,806.00	\$3.53	\$40,290.60
42300710	PCC DRIVEWAY PVT 6 SP	110	SQ YD	\$32.00	\$3,520.00	\$34.40	\$3,784.00	\$40.00	\$4,400.00	\$60.00	\$6,600.00	\$38.33	\$4,216.67
Z0004600	BIT DRIVEWAY PAVT (Res)	250	SQ YD	\$36.00	\$9,000.00	\$24.00	\$6,000.00	\$36.00	\$9,000.00	\$68.15	\$16,537.50	\$39.36	\$9,839.58
42400500	PC CONC SIDEWALK SPL	711	SQ FT	\$4.00	\$2,844.00	\$3.50	\$2,488.50	\$5.00	\$3,555.00	\$6.75	\$4,798.25	\$4.21	\$2,992.13
42400800	DETECTABLE WARNING	32	SQ FT	\$22.00	\$704.00	\$18.00	\$576.00	\$28.00	\$896.00	\$25.00	\$800.00	\$23.33	\$746.67
44000200	DRIVE PAVEMENT REM	11,403	SQ YD	\$8.00	\$91,224.00	\$9.00	\$102,627.00	\$12.00	\$136,836.00	\$10.00	\$114,030.00	\$8.92	\$101,676.75
44000500	COMB CC&G REM	350	SQ YD	\$7.00	\$2,450.00	\$7.00	\$2,450.00	\$9.00	\$3,150.00	\$10.00	\$3,500.00	\$8.33	\$2,916.67
44000600	SIDEWALK REM	4628	LF	\$2.00	\$9,256.00	\$3.00	\$13,884.00	\$3.00	\$13,884.00	\$10.00	\$46,280.00	\$3.50	\$16,198.00
44200944	CL B PATCH T4 8	711	SQ FT	\$1.00	\$711.00	\$0.90	\$639.90	\$1.00	\$711.00	\$1.00	\$711.00	\$1.08	\$770.25
44200976	CL B PATCH T4 10	3559	SQ YD	\$41.00	\$145,919.00	\$40.00	\$142,360.00	\$50.00	\$177,950.00	\$88.80	\$316,039.20	\$44.80	\$159,443.20
60605900	COMB CC&G TB9.12	7844	SQ YD	\$42.00	\$329,448.00	\$41.75	\$327,487.00	\$61.00	\$478,484.00	\$94.55	\$741,650.20	\$49.26	\$386,382.37
60607400	COMB CC&G TB6.24	2314	LF	\$13.00	\$30,082.00	\$13.50	\$31,239.00	\$15.00	\$34,710.00	\$27.80	\$64,329.20	\$15.47	\$35,789.87
66900200	NON-SPL WASTE DISPOSAL	2314	LF	\$15.00	\$34,710.00	\$14.00	\$32,396.00	\$27.00	\$62,478.00	\$30.25	\$69,998.50	\$17.96	\$41,555.58
70101700	TRAF CONT & PROT	50	CU YD	\$50.00	\$2,500.00	\$5.00	\$250.00	\$85.00	\$4,250.00	\$20.00	\$1,000.00	\$59.67	\$2,983.33
Z0017400	DRAIN UTIL STR ADJ	21	EACH	\$150.00	\$3,150.00	\$200.00	\$4,200.00	\$47,500.00	\$1,000.00	\$10,500.00	\$14,533.33	\$14,533.33	
Z0017700	DRAIN UTIL STR RECON	10	EACH	\$600.00	\$6,000.00	\$500.00	\$5,000.00	\$1,200.00	\$12,000.00	\$1,800.00	\$18,000.00	\$204.17	\$4,287.50
					\$801,083.50		\$832,924.65		\$1,148,647.75		\$1,480,883.85		\$895,837.70
					\$801,083.50		\$807,630.15		\$1,148,647.75		\$1,480,883.85		

VILLAGE OF LOMBARD

CONTRACT

CONTRACT DOCUMENT NUMBER ST-12-01

This agreement is made this _____ day of _____, 2010, 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:

FY 2012 CONCETE REHABILITATION AND UTILITY CUTS PACHING

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-12-01 for FY 2012 CONCETE REHABILITATION AND UTILITY CUTS PACHING, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number ST-12-01 - Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - b. The Contractor's Bid Proposal Dated: 03/18/2010
 - 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 365 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 _____ 2011.

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 _____, 2011.

By _____ Position/Title

By _____ Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this _____ day of _____, 2011.

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 _____, for the construction of the work designated:

FY 2012 CONCETE REHABILITATION AND UTILITY CUTS PACHING

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 _____, 2011.

IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this ____ day of _____, 2011.

VILLAGE OF LOMBARD

PRINCIPAL:

BY: _____
Village President

BY: _____

ATTEST:

Village Clerk

ATTEST:

SURETY: _____

BY: _____
(Title)

BY: _____
Attorney in Fact

BY: _____

(SEAL)