

**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: Scott Niehaus , Village Manager  
 DATE: (B of T) Date: February 20, 2014  
 TITLE: Bid Opening For: FY 2014 Concrete Rehabilitation and Utility Cuts Patching  
 Project Number ST-13-03, RM 20 &21  
 SUBMITTED BY: David A. Dratnol, P.E., Village Engineer *DD*

**RESULTS:**

Date Bids Were Published 1/8/14 Bidding Closed 2/4/14  
 Total Number of Bids Received 8  
 Total Number of Bidders Meeting Specifications 8  
 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 Were Any Bids Withdrawn          Yes X No  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: \$1,245,683.49/ \$1,280,000.00  
 Amount of Award: \$953,247.60

Rehabilitation Program:	\$493,247.60	Capital Project Fund	RM 20
Concrete Utility Patching:	\$ 100,000.00	Capital Project Fund	RM 21
Madison Street Rehab.	\$360,000.00	Capital Project Fund	ST-13-01

**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:** Scott Niehaus, Village Manager  
**Through:** Carl Goldsmith, Director of Public Works   
**From:** David A. Dratnol, P.E., Village Engineer   
**Date:** February 4<sup>th</sup>, 2014  
**Subject:** FY 2014 Concrete Rehabilitation and Utility Cuts Patching.

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Thirteen (13) potential bidders purchased plans for the referenced project. Eight (8) bids were received and opened at 9:00 A.M. on February 4<sup>th</sup>, 2014.

The bid results (in order of lowest to highest) are listed below:

Contractor	Bid Amount
Triggi Construction	\$953,247.60
G & M Cement	\$979,444.03
ALamp Concrete	\$1,082,622.00
DiNatale Construction	\$1,091,126.21
Schroeder & Schroeder Inc.	\$1,168,501.05
R.W. Dunteman Company	\$1,260,360.76
Landmark Contractors	\$1,439,566.55
Alliance Contractors, Inc.	\$1,789,728.60
<b>Engineers Estimate</b>	<b>\$1,245,683.49</b>

All bids were evaluated for full responsiveness. No bids were disqualified. The lowest responsible bidder is Triggi Construction, Inc. of West Chicago, Illinois with a bid in the amount of \$953,247.60. Public Works Engineering recommends awarding this contract to Triggi Construction.

Program	CIP Budget	Low Bid	Difference
Concrete Rehabilitation	\$820,000.00	\$493,247.60	\$326,752.40
Utility Cuts Patching	\$100,000.00	\$100,000.00	\$0.00
Diamond Grind	\$360,000.00	\$360,000.00	\$0.00

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on February 20<sup>th</sup>, 2014. If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.



PROJECT FILE NAME: FY 2014 Concrete Rehabilitation and Utility C  
 PROJECT NO.: RM 20, 21 & 01-13-01

DATE: February 4th, 2014  
 TIME: 10:00 AM  
 TABULATED BY: MDR

NO	ITEM	QUAN	UNIT	Schroeder & Schroeder, Inc. 7300 Central Park Suva, L. 00078				Average Unit Price		TOTAL
				UNIT PRICE	TOTAL	Average		Median	TOTAL	
						UNIT PRICE	TOTAL			
20001200	REM & INSP UNS MATL	50	CY	\$20.00	\$1,000.00	\$30.72	\$30.00	\$30.00	\$1,365.76	
20700220	POROUS GRAN EMB	50	CY	\$20.00	\$1,000.00	\$27.79	\$25.00	\$25.00	\$1,235.00	
20200100	EARTH EXCAVATION	1660	CY	\$27.00	\$45,060.00	\$27.05	\$28.25	\$28.25	\$41,290.67	
21001000	GEOTECH FAB FOR STAB	15,178	SY	\$1.00	\$15,178.00	\$1.00	\$1.00	\$1.00	\$13,379.88	
2101613	TOPSOLE F & P 4	3000	SY	\$4.00	\$12,000.00	\$3.94	\$4.00	\$4.00	\$10,503.33	
23000200	SUPPLE WATERING	1	UNIT	\$125.00	\$125.00	\$142.00	\$67.50	\$67.50	\$126.22	
23000100	SEEDING CL 1	3000	SY	\$3.00	\$9,000.00	\$1.97	\$2.00	\$2.00	\$5,253.33	
31100200	SUB GRAN MAT B 4	15,178	SY	\$3.50	\$52,940.00	\$4.15	\$4.00	\$4.00	\$55,805.51	
41300200	FOC DRIVEWAY PVT 6 SP	205	SY	\$45.00	\$9,225.00	\$40.75	\$42.50	\$42.50	\$7,425.56	
20040200	BIT DRIVEWAY PAVT (RES)	528	SY	\$45.00	\$23,670.00	\$36.36	\$42.85	\$42.85	\$18,404.16	
41300200	FC CONC SIDEWALK 5PA	335	SF	\$10.00	\$3,350.00	\$8.00	\$5.50	\$5.50	\$1,786.67	
41300200	RECYCLABLE W/ARMING	110	SF	\$55.00	\$6,050.00	\$24.46	\$20.00	\$20.00	\$2,381.86	
40301000	AGGREGATE TEMP ACCESS	86	TON	\$18.00	\$1,548.00	\$12.69	\$12.50	\$12.50	\$1,033.72	
44001000	PAVEMENT REM	15,178	SY	\$10.00	\$151,260.00	\$11.94	\$9.50	\$9.50	\$140,568.51	
44002000	PAVE PAYMENT REM	731	SY	\$9.00	\$6,579.00	\$10.55	\$8.50	\$8.50	\$6,165.16	
44003500	COMB CURB REM	232	LF	\$1.00	\$232.00	\$1.78	\$1.00	\$1.00	\$232.00	
44003600	SIDEWALK REM	15,178	SY	\$42.50	\$642,940.00	\$43.68	\$41.25	\$41.25	\$627,385.65	
60603800	COMB CURB TIK 12	232	LF	\$17.00	\$3,944.00	\$22.16	\$21.00	\$21.00	\$4,872.96	
60603900	COMB CURB TIK 24	12	LF	\$27.00	\$324.00	\$32.26	\$28.18	\$28.18	\$344.47	
66900200	NON-SPL WASTE DISPOSAL	50	CY	\$75.00	\$3,750.00	\$59.88	\$62.50	\$62.50	\$2,861.11	
76003110	PREF PL PM TB 4 YELLOW	1997	LF	\$7.50	\$14,977.50	\$4.34	\$3.52	\$3.52	\$4,234.42	
76003110	PREF PL PM TB 4 WHITE	672	LF	\$7.50	\$5,040.00	\$4.34	\$3.52	\$3.52	\$2,693.82	
76003110	PREF PL PM TB 6 WHITE	113	LF	\$11.50	\$1,299.50	\$7.01	\$6.25	\$6.25	\$703.86	
76003100	PREF PL SYM & LETTERS	34.5	SF	\$30.00	\$1,035.00	\$28.69	\$30.00	\$30.00	\$879.75	
76003110	PREF PL TB 11 WHITE	240	LF	\$23.00	\$5,520.00	\$14.56	\$13.38	\$13.38	\$3,113.33	
76003110	PREF PL STOP BAR 1"	54	LF	\$34.50	\$1,863.00	\$23.44	\$21.00	\$21.00	\$1,125.00	
76003110	GROOVING RECESSED MARK 5"	1769	LF	\$1.05	\$1,857.45	\$2.58	\$2.56	\$2.56	\$4,048.04	
76003110	GROOVING RECESSED MARK 7"	113	LF	\$1.70	\$1,921.00	\$3.96	\$4.13	\$4.13	\$3,968.01	
76003110	GROOVING RECESSED SYM & LETTERS	34.5	SF	\$9.00	\$310.50	\$28.44	\$17.50	\$17.50	\$810.75	
76003110	GROOVING RECESSED MARK 11"	240	LF	\$5.00	\$1,200.00	\$10.36	\$10.00	\$10.00	\$2,213.33	
76003110	GROOVING RECESSED STOP BAR 1"	54	LF	\$7.00	\$378.00	\$20.63	\$15.00	\$15.00	\$960.00	
76003110	TRAFFIC CONE & PROT	1	LS	\$35,000.00	\$35,000.00	\$40,100.63	\$35,000.00	\$35,000.00	\$35,725.00	
20017400	DEATH UTIL STR ADJ	32	EA	\$250.00	\$8,000.00	\$250.38	\$250.00	\$250.00	\$7,377.76	
20017700	DEATH UTIL STR RECON	11	EA	\$850.00	\$9,350.00	\$825.00	\$850.00	\$850.00	\$9,344.44	
20017700	PAVEMENT CURB	14000	SY	\$7.00	\$98,000.00	\$6.99	\$7.00	\$7.00	\$98,971.11	

\$1,168,501.05  
 \$1,168,501.05

# VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER RM PROG 20 & 21 FY 14 & ST-13-01

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:

## FY 2014 CONCETE REHABILITATION AND UTILITY CUTS PATCHING

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 RM PROG 20 & 21 FY 14 & ST-13-01 for FY 2014 CONCETE REHABILITATION AND UTILITY CUTS PATCHING, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Notice to Bidders on Contract Document Number RM PROG 20 & 21 FY 14 & ST-13-01 - Legal Notice
    - iv) General Provisions
    - v) Special Provisions
    - vi) Plans and Specifications
  - b. The Contractor's Bid Proposal Dated: \_\_\_\_\_
  - 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 180 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 \_\_\_\_\_ 2014.

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 \_\_\_\_\_, 2014.

\_\_\_\_\_  
By

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

\_\_\_\_\_  
By

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

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Keith T. Giagnorio, Village President

Attest:

\_\_\_\_\_  
Janet Downer, 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 2014 CONCETE REHABILITATION AND UTILITY CUTS PATCHING**

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 \_\_\_\_\_, 2014.

IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this \_\_\_\_ day of \_\_\_\_\_, 2014.

VILLAGE OF LOMBARD

PRINCIPAL:

\_\_\_\_\_

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

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

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

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

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

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

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

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

(SEAL)