

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, AICP, ICMA-CM, Village Manager
 DATE: April 20th, 2013 (COW) (B of T) AGENDA DATE: May 2, 2013
 TITLE: FY 2013 Driveway Apron, Curb and Sidewalk Restoration
 Project Number M-13-01
 SUBMITTED BY: David A. Dratnol, P.E., Village Engineer *DD*

RESULTS:

Date Bids Were Published 3/25/2013 Bidding Closed 4/16/2013
 Total Number of Bids Received 3
 Bid Security Required X Yes No
 Performance Bond Required X Yes No
 Were Any Bids Withdrawn Yes X No
 Explanation:
 Waiver of Bids Requested? X Yes No
 If yes, explain: Bid security technicality
 Award Recommended to Lowest Responsible Bidder? Yes X No
 If no, explain: Waiver of Bids

FISCAL IMPACT:

Engineer's estimate/budget estimate \$222,810.31/ \$225,000.00
 Amount of Award \$140,705.50

Parkway Restoration:	\$39,312.21	Capital Project Fund	RM 19
Deteriorated Sidewalk:	\$10,982.46	Capital Project Fund	RM 16
Deteriorated Sidewalk:	\$10,982.46	Resident Contribution	
Trip Hazard Repairs:	\$53,776.17	Capital Project Fund	RM 15
Curb Program:	\$25,652.20	Capital Project Fund	RM 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? Yes X No
 Waiver of bids - Public Act 85-1295 does not apply X 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 *CSG by DAE*
From: David A. Dratnol, P.E., Village Engineer *DAE*
Date: April 19th, 2013
Subject: FY 2013 Driveway Apron, Curb and Sidewalk Restoration Program
 Project Number: M-13-01

The purpose of the Driveway Apron, Curb and Sidewalk Restoration Program is to address deteriorated and damaged sections of pavement, sidewalk, curb and parkway damaged by utility digs. The program is comprised of the following categories: Parkway Restoration, Deteriorated Sidewalk (50/50 Program), Trip Hazard Repairs and the Curb Replacement Program.

Eight (8) potential bidders purchased plans for the referenced project. Three (3) bids were received and opened at 11:00 a.m. on April 16th, 2013. The bid results are summarized below:

<i>Company</i>	Total
Kings Point Construction	<i>\$140,705.50</i>
Strada Construction Co.	<i>\$168,370.22</i>
Globe Construction	<i>\$256,164.50</i>
<i>Engineer's Estimate</i>	<i>\$222,810.31</i>

During the evaluation of bids, it had been determined that the low bidder had a technicality in relation to the bid security requirement. However, due to this technicality, it is recommended that the Village reject all bids, waive bidding and award to Kings Point Construction. The Village has negotiated with Kings Point Construction to maintain the submitted unit costs and total bid amount.

The Engineering Division Recommends awarding this contract to Kings Point Construction in the negotiated amount of \$140,705.50.

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on May 2, 2013. If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.

KINGS POINT GENERAL CEMENT, INC.
220 EAST LAKE STREET, SUITE 102, ADDISON, IL 60101
(630)627-2178
FAX: (630)627-2180

April 22, 2013

Village of Lombard
255 East Wilson Ave.
Lombard, IL 60148

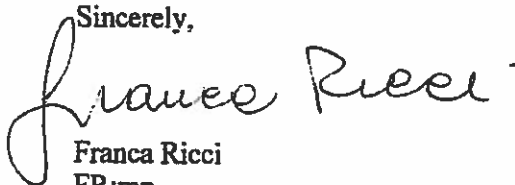
RE: **Kings Point General Cement**
2013 Sidewalk Project/Bid Date: 4-16-13

Dear Sir/Madam:

As per your request, we Kings Point General Cement, Inc. will be holding to our numbers as on the bid for the above project. Please note that we will be sub contracting out said project to Addison Concrete, which has been working with Kings Point General Cement, Inc. for one (1) year. Kings Point General Cement will be doing all of the removal, hauling and supervising of said project. This will be in total more than 50% of the project.

If you should have any questions or problems, please feel free to contact our office. I thank you for your cooperation.

Sincerely,


Franca Ricci
FR:mp

VILLAGE OF LOMBARD

CONTRACT

CONTRACT DOCUMENT NUMBER **M-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 2013 DRIVEWAY APRON AND SIDEWALK RESTORATION PROGRAM

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 **M-13-01** for FY 2013 DRIVEWAY APRON AND SIDEWALK RESTORATION PROGRAM, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number **M-13-01** - Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - b. The Contractor's Bid Proposal Dated: April 16th 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 214 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.

Village President

Attest:

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 5/02/2013, for the construction of the work designated:

FY 2013 DRIVEWAY APRON AND SIDEWALK RESTORATION PROGRAM

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: _____
Village President

BY: _____

ATTEST:

Village Clerk

ATTEST:

SURETY: _____

BY: _____
(Title)

BY: _____
Attorney in Fact

BY: _____

(SEAL)