

DISTRICT 4

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 R. Niehaus, Village Manager
 DATE: June 12, 2015 MEETING DATE: June 18, 2015
 TITLE: Bid Opening For: Hammerschmidt Parking Lot Extension
 SUBMITTED BY: David Gorman, P.E., Assistant Director of Public Works

RESULTS:

Date Bids Were Published 05/27/15 Bidding Closed 06/11/15
 Total Number of Bids Received 5
 Total Number of Bidders Meeting Specifications 5
 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 Were Any Bids Withdrawn Yes X No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: \$712,000.00
 Engineer's Estimate: \$953,560.75
 Amount of Award: \$885,506.06
 Fund: \$712,000 Parking Capital Reserve
 Fund Account #: 520.790.715.75420
 New World System Number: FM 14-05

BACKGROUND/RECOMMENDATION:

Has Recommended Bidder Worked for Village Previously Yes X No
 If yes, was quality of work acceptable 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 *CG*
From: David Gorman, P.E., Assistant Director of PW *DG*
Date: June 12, 2015
Subject: Hammerschmidt Parking Lot Extension

The Hammerschmidt Parking Lot Extension is located in the northern part of the Village of Lombard. The site boundaries are St. Charles Road to the north, the existing parking lot entrance to the east, Union Pacific Railroad to the south, and Marathon Gas Station to the west.

The scope of the project is to provide 97 parking spaces to help the Village of Lombard accommodate additional commuter parking and facilitate more downtown redevelopment. Additional work includes planting two bio-swales with low mow grass and wild flowers, installation of parking lot lightings, and installation of permeable brick pavers and associated pipe underdrains.

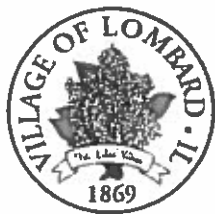
The budget estimate in the Capital Improvement Plan for construction of this project was \$712,000. The engineer's estimate was \$953,560.75. The low bid was \$885,506.06. The reason for the difference between the budget and the estimate is due to the inclusion of the 7 E. St. Charles property and change in pavement material from asphalt to permeable pavers.

Eleven (11) potential bidders purchased bid documents. On June 11, 2015 at 11:00 AM, Public Works - Engineering received and read aloud five (5) bids. The results are summarized below:

| Company | Bid |
|-----------------------------|---------------------|
| Kee Construction | 885,506.06 |
| Martan Construction Inc. | 989,485.00 |
| Alliance Contractors | 1,026,199.25 |
| R. W. Dunteman Company | 972,509.55 |
| ALamp Concrete Construction | 975,524.60 |
| Engineer's Estimate | \$953,560.75 |

Staff will provide copies of the bid tabulation upon request and the complete tabulation will be posted on the Village website after the Village Board of Trustees awards the contract. Please contact me if you choose to receive a copy of the bid tabulation, have any questions or need any additional information.

Public Works-Engineering recommends award of this contract in the amount of \$885,506.06 to Kee Construction of Chicago, Illinois as the lowest responsible and responsive bidder. They have not worked in the Village; however, they have done satisfactory work with their references (City of Naperville and Naperville Park District) check.



VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER FM 14-05

This agreement is made this 18th day of June 2015, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Kee Construction (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 "Hammerschmidt Parking Lot Extension". The project is located in the northern part of the Village of Lombard. The site boundaries are St. Charles Road to the north, the existing parking lot entrance to the east, Union Pacific Railroad to the south, and Marathon Gas Station to the west. The scope of the project is to provide 97 parking stall spaces to help the Village of Lombard facilitate more downtown redevelopment. Additional work includes installation of two bio-swales with low mow grass and wild flowers, installation of parking lot lightings, and installation of permeable brick pavers and associated pipe underdrains. A portion of the existing brick paver sidewalk will remain, and rest of sidewalk will be. 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 Baxter and Woodman, 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 FM 14-05 for Hammerschmidt Parking Lot Extension, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number FM 14-05 - Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - vii) Addendum #1 dated June 5, 2015
 - b. The Contractor's Bid Proposal Dated: June 11, 2015
 - 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 120 calendar days from the date of the Notice to Proceed (90 calendar days to substantial completion with 30 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 18th day of June 2015.

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 _____, 2015.

Position/Title

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 18th day of June, 2015.

Keith Giagnorio, Village President

Attest:

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 June 18, 2015, for the construction of the work designated:

Hammerschmidt Parking Lot Extension

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 18th day of
June, 2015.

IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this
_____ day of _____, 2015.

VILLAGE OF LOMBARD

PRINCIPAL:

BY: _____
Village President

BY: _____

ATTEST:

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)

Hammerschmidt Parking Lot Extension 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 _____, 2015.

Notary Public