

**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  
 DATE: September 24, 2010 (COW) (B of T) **Date:** October 7, 2010  
 TITLE: Bid Opening For: Elizabeth St. Interconnect with UPR  
 Project Number M-10-06  
 SUBMITTED BY: David A. Dratnol, P.E., Village Engineer *DAD*

**RESULTS:**

Date Bids Were Published 08/11/10 Bidding Closed 09/03/10  
 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 Were Any Bids Withdrawn        Yes X No  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: \$153,500.30/\$238,090.00  
 Amount of Award: \$125,020.10

CapProjFd: \$238,090.00 HTE Project # 1016

**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 12:00 pm, Wednesday, prior to the Board Agenda distribution.**

## InterOffice Memo

**To:** David Hulseberg, Village Manager  
**Through:** Carl Goldsmith, Director of Public Works *CG*  
**From:** David A. Dratnol, P.E., Village Engineer *DD*  
**Date:** September 24, 2010  
**Subject:** Elizabeth St. Interconnect with UPR;  
 Project Number: M-10-06

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Seven (7) potential bidders purchased plans for the referenced project. Two (2) bids were received and opened at 10:00 A.M. on September 3, 2010.

The results are summarized below, with the bid tabulations attached for your reference.

Company	TOTAL
Gaffney's PMI	\$125,020.10
Western Utility Contractors	\$132,041.10
Engineer's Estimate	\$153,500.30

The lowest responsible bidder is Gaffney's PMI of Batavia, Illinois with a bid in the amount of \$125,020.10. They are currently working on the Main Street Lighting, Phase 2 Project for the Village. Staff recommends awarding this contract to Gaffney's PMI at the bid amount of \$125,020.10.

If awarded, construction cannot begin without a Notice to Proceed from the Village and it will take approximately six (6) weeks from the time of award for the contractor to obtain certain materials for this project. By that time, Authorization from the Illinois Commerce Commission (simultaneous agenda item) should be approved and a Notice to Proceed issued.

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on October 7, 2010. If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.

DATE: September 3, 2010  
 TIME: 10:00 AM  
 TABULATED BY: Frank Kalisik

NO	ITEM	QUAN	UNIT	ENGINEER'S ESTIMATE		Gaffneys PMI		Western Utility Contractors	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
25200700	SODDING, SPECIAL	10	SY	\$7.50	\$75.00	\$35.00	\$350.00	\$25.00	\$250.00
44201803	CLASS D PATCHES, TYPE II, 13 INCH	10	SY	\$300.00	\$3,000.00	\$30.00	\$300.00	\$85.00	\$850.00
70102551	TRAFFIC CONTROL AND PROTECTION FOR TEMPORARY DETOUR	1	EACH	\$2,000.00	\$2,000.00	\$2,400.00	\$2,400.00	\$8,000.00	\$8,000.00
70102635	TRAFFIC CONTROL AND PROTECTION STANDARD 701701	1	LSUM	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$2,750.00	\$2,750.00
70102640	TRAFFIC CONTROL AND PROTECTION STANDARD 701801	1	LSUM	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$250.00	\$250.00
72000100	SIGN PANEL TYPE I	9	SF	\$25.00	\$225.00	\$28.00	\$252.00	\$65.00	\$585.00
78003100	PERFORMED PLASTIC PAVEMENT MARKING, TYPE B - LETTERS AND SYMBOLS	195.2	SF	\$19.00	\$3,708.80	\$39.00	\$7,612.80	\$36.00	\$7,027.20
78003110	PERFORMED PLASTIC PAVEMENT MARKING, TYPE B - LINE 4"	984	FT	\$3.50	\$3,444.00	\$5.30	\$5,215.20	\$5.50	\$5,412.00
78003130	PERFORMED PLASTIC PAVEMENT MARKING, TYPE B - LINE 6"	116	FT	\$5.00	\$580.00	\$8.00	\$928.00	\$8.00	\$928.00
78003180	PERFORMED PLASTIC PAVEMENT MARKING, TYPE B - LINE 24"	97	FT	\$20.00	\$1,940.00	\$31.00	\$3,007.00	\$29.50	\$2,861.50
78300100	PAVEMENT MARKING REMOVAL	810	SF	\$3.00	\$2,430.00	\$3.00	\$2,430.00	\$3.00	\$2,430.00
81000600	CONDUIT IN TRENCH 2" DIA. GALVANIZED STEEL	10	FT	\$13.00	\$130.00	\$12.30	\$123.00	\$15.00	\$150.00
81000700	CONDUIT IN TRENCH 2 1/2" DIA. GALVANIZED STEEL	60	FT	\$14.00	\$840.00	\$16.00	\$960.00	\$16.50	\$990.00
81018500	CONDUIT PUSHED 2" DIA. GALVANIZED STEEL	205	FT	\$12.00	\$2,460.00	\$18.00	\$3,690.00	\$17.50	\$3,587.50
81400100	HANDHOLE	2	EACH	\$1,700.00	\$3,400.00	\$1,350.00	\$2,700.00	\$1,200.00	\$2,400.00
81900200	TRENCH & BACKFILL FOR ELECTRIC WORK	70	FT	\$5.00	\$350.00	\$3.00	\$210.00	\$6.50	\$455.00
85000100	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	1	EACH	\$3,500.00	\$3,500.00	\$1,350.00	\$1,350.00	\$1,200.00	\$1,200.00
87301215	ELECTRIC CABLE IN CONDUIT, SIGNAL, NO. 14 2C	584	FT	\$1.50	\$876.00	\$1.30	\$759.20	\$1.00	\$584.00
87301225	ELECTRIC CABLE IN CONDUIT, SIGNAL, NO. 14 3C	584	FT	\$1.50	\$876.00	\$1.35	\$788.40	\$1.15	\$671.60
87301245	ELECTRIC CABLE IN CONDUIT, SIGNAL, NO. 14 5C	56	FT	\$1.50	\$84.00	\$1.40	\$78.40	\$1.25	\$70.00
87301255	ELECTRIC CABLE IN CONDUIT, SIGNAL, NO. 14 7C	401	FT	\$1.50	\$601.50	\$1.60	\$641.60	\$1.55	\$621.55
87500600	TRAFFIC SIGNAL POST, 10 FT	2	EACH	\$1,000.00	\$2,000.00	\$1,200.00	\$2,400.00	\$1,000.00	\$2,000.00
87501200	TRAFFIC SIGNAL POST, 16 FT	1	EACH	\$1,000.00	\$1,000.00	\$1,360.00	\$1,360.00	\$1,050.00	\$1,050.00
87800100	CONCRETE FOUNDATION TYPE A	16	FT	\$225.00	\$3,600.00	\$160.00	\$2,560.00	\$100.00	\$1,600.00
87800200	CONCRETE FOUNDATION TYPE D	1	EACH	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$2,200.00	\$2,200.00
87900200	DRILL EXISTING HANDHOLE	7	EACH	\$275.00	\$1,925.00	\$325.00	\$2,275.00	\$175.00	\$1,225.00
88030020	SIGNAL HEAD LED, 1 FACE, 3 SECTION MAST ARM MOUNTED	6	EACH	\$1,000.00	\$6,000.00	\$850.00	\$5,100.00	\$995.00	\$5,970.00
88030050	SIGNAL HEAD LED, 1 FACE, 3 SECTION BRACKET MOUNTED	2	EACH	\$900.00	\$1,800.00	\$820.00	\$1,640.00	\$950.00	\$1,900.00
88030100	SIGNAL HEAD LED, 1 FACE, 5 SECTION BRACKET MOUNTED	2	EACH	\$1,350.00	\$2,700.00	\$1,230.00	\$2,460.00	\$1,295.00	\$2,590.00
88030110	SIGNAL HEAD LED, 1 FACE, 5 SECTION MAST ARM MOUNTED	2	EACH	\$1,500.00	\$3,000.00	\$1,290.00	\$2,580.00	\$1,450.00	\$2,900.00
88200110	TRAFFIC SIGNAL BACKPLATE, LOUVERED	8	EACH	\$110.00	\$880.00	\$100.00	\$800.00	\$100.00	\$800.00
88800100	PEDESTRIAN PUSH BUTTON (SPECIAL)	8	EACH	\$4,000.00	\$32,000.00	\$1,850.00	\$14,800.00	\$1,800.00	\$14,400.00
89500200	RELOCATE EXISTING PEDESTRIAN SIGNAL HEAD	8	EACH	\$300.00	\$2,400.00	\$210.00	\$1,680.00	\$450.00	\$3,600.00
89501150	RELOCATE EXISTING TRAFFIC SIGNAL POST	1	EACH	\$1,000.00	\$1,000.00	\$530.00	\$530.00	\$450.00	\$450.00
89501410	RELOCATE EXISTING EMERGENCY VEHICLE PRIORITY SYSTEM, PHASING UNIT	1015	FT	\$1.00	\$1,015.00	\$0.50	\$507.50	\$0.85	\$862.75
89502350	REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT	1	EACH	\$2,000.00	\$2,000.00	\$2,100.00	\$2,100.00	\$3,200.00	\$3,200.00
89502375	REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT	30	CY	\$150.00	\$4,500.00	\$180.00	\$5,400.00	\$25.00	\$750.00
XX006852	EXPLORATION TRENCH, SPECIAL	1	EACH	\$25,000.00	\$25,000.00	\$23,400.00	\$23,400.00	\$24,000.00	\$24,000.00
X0325836	RAILROAD, FULL-ACTUATED CONTROLLER AND TYPE V CABINET	1	EACH	\$4,000.00	\$4,000.00	\$850.00	\$850.00	\$1,300.00	\$1,300.00
X0325890	REOPTIMIZE EXISTING SIGNAL SYSTEM - LEVEL 1	1	EACH	\$10,000.00	\$10,000.00	\$9,560.00	\$9,560.00	\$10,250.00	\$10,250.00
X8620020	UNINTERRUPTIBLE POWER SUPPLY	520	FT	\$3.00	\$1,560.00	\$2.95	\$1,222.00	\$2.25	\$1,170.00
XX002264	ELECTRIC CABLE IN CONDUIT, RAILROAD, NO. 14 3C	1	EACH	\$300.00	\$300.00	\$325.00	\$325.00	\$650.00	\$650.00
XX007029	RELOCATE EXISTING TRASCHEIVER	1	EACH	\$1,000.00	\$1,000.00	\$875.00	\$875.00	\$450.00	\$450.00
Z0048665	RAILROAD PROTECTIVE LIABILITY INSURANCE	1	LSUM	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$5,200.00	\$5,200.00

as read  
 Total (corrected)

\$125,020.10  
 \$153,500.30  
 \$125,020.10  
 \$132,041.10

# VILLAGE OF LOMBARD

## CONTRACT

### CONTRACT DOCUMENT NUMBER M-10-06

This agreement is made this 7<sup>th</sup> day of October, 2010, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Gaffney's PMI (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:

Elizabeth Street Interconnect with the Union Pacific Railroad: the work will include installation of new equipment, equipment upgrades, and traffic signal modifications necessary to connect the Elizabeth Street and St. Charles Road control cabinet to the Union Pacific switchgear cabinet. 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 by V3 Companies, Consulting Engineers.

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-10-06 for Elizabeth St. Interconnect with UPR, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Notice to Bidders on Contract Document Number M-10-06 - Legal Notice
    - iv) General Provisions
    - v) Special Provisions
    - vi) Plans and Specifications
    - vii) Addendum #1
  - b. The Contractor's Bid Proposal Dated September 3, 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 55 working 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 7<sup>th</sup> day of October, 2010.

If an individual or partnership, the individual or all partners shall sign or, if a corporation, an officer(s) duly authorized shall sign.

Gaffney's PMI

Print Company Name

Individual or Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

By \_\_\_\_\_

Position/Title

By \_\_\_\_\_

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 7<sup>th</sup> day of October, 2010.

\_\_\_\_\_  
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 October 7, 2010, for the construction of the work designated:

Elizabeth St. Interconnect with Union Pacific Railroad

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 7<sup>th</sup> day of  
October, 2010.

IN WITNESS WHEREOF, We have duly  
executed the foregoing Obligation this  
\_\_\_\_ day of \_\_\_\_\_, 2010.

VILLAGE OF LOMBARD

PRINCIPAL:

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

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

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

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

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

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

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

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

(SEAL)