

**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: May 10, 2010 (COW) (B of T) AGENDA DATE: May 20, 2010  
 TITLE: FY 2011 Driveway Apron, Curb and Sidewalk Restoration  
 Project Number M-11-02  
 SUBMITTED BY: David A. Dratnol, P.E., Village Engineer *DSL*

**RESULTS:**

Date Bids Were Published 4/21/10 Bidding Closed 5/7/10  
 Total Number of Bids Received 7  
 Total Number of Bidders Meeting Specifications 7  
 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 Were Any Bids Withdrawn            Yes X No  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 \$224,262.50 / \$225,000.00  
 Amount of Award \$225,000.00

Parkway Restoration:	\$70,000.00	Capital Project Fund	FIN 5503
Deteriorated Sidewalk:	\$15,000.00	Capital Project Fund	FIN 5505
Deteriorated Sidewalk:	\$15,000.00	Resident Contribution	
Trip Hazard Repairs:	\$75,000.00	Capital Project Fund	FIN 5506
Curb Program:	\$50,000.00	Capital Project Fund	FIN 5544

**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

**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 *CS*  
**From:** David A. Dratnol, P.E., Village Engineer *DAE*  
**Date:** May 10, 2010  
**Subject:** FY 2011 Driveway Apron, Curb and Sidewalk Restoration Program  
 Project Number: M-11-02

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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.

Twelve (12) potential bidders purchased plans for the referenced project. Seven (7) bids were received and opened at 10:00 a.m. on May 7<sup>th</sup>, 2010. The corrected bid results are summarized below:

<i>Company</i>	<b>Total</b>
Strada Construction Company	<b>\$213,355.50</b>
M&A Cement Work, Inc.	<b>\$226,837.50</b>
Globe Construction	<b>\$248,014.50</b>
Copenhaver Construction	<b>\$286,430.00</b>
TBS Construction and Excavating, Inc.	<b>\$308,304.50</b>
D'Land Construction LLC	<b>\$315,796.50</b>
Schroeder & Schroeder, Inc.	<b>\$351,650.00</b>
<i>Engineer's Estimate</i>	<b>\$224,262.50</b>

The contract documents identify that the awarded contract will be based on the Village's project budget of \$225,000.00. Work will be performed on a work order basis. Payments to the Contractor will be based on the actual work performed at the awarded contract unit prices. The Engineering Division recommends awarding this contract to Strada Construction Company in the amount of \$225,000.00.

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on May 20, 2010. If approved, please return three (3) executed copies of the contract to PW Engineering for further processing.

**VILLAGE OF LOMBARD****CONTRACT****CONTRACT DOCUMENT NUMBER M-11-02**

This agreement is made this 20<sup>th</sup> day of May, 2010, between and shall be binding upon the **Village of Lombard**, an Illinois municipal Corporation hereinafter referred to as the "Village" and **Strada Construction Company** hereinafter referred to as the "Contractor" and its 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 removal and replacement of concrete sidewalks, concrete driveway aprons, asphalt driveway aprons, concrete curb and gutter, placement of new concrete sidewalks, landscape restoration and traffic control.

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-11-02 for FY 2011 DRIVEWAY APRON, CURB AND SIDEWALK RESTORATION, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Notice to Bidders on Contract Document Number M-11-02 - Legal Notice
    - iv) General Provisions
    - v) Special Provisions
    - vi) Plans and Specifications
  - b. The Contractor's Bid Proposal Dated: May 7<sup>th</sup>, 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 as shown on the Contractor's Proposal.

- 3. The Contractor shall commence work under this Contract upon written Notice to Proceed and Work Order from the Village and shall complete work on this project within 30 calendar days from the receipt of any work order. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time 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 on 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 on 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 by William J. Mueller, Village President, and the Contractor have hereunto set their hands this 20<sup>th</sup> day of May 2010.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign.

\_\_\_\_\_  
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 20<sup>th</sup> day of May, 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 Two Hundred Twenty-Five Thousand Dollars and 00/100 (\$225,000.00) 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 May 20, 2010 for the construction of the work designated:

#### FY 2011 DRIVEWAY APRON, CURB AND SIDEWALK RESTORATION

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 \_\_\_\_\_, 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)

### 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)

The FY 2011 Driveway Apron, Curb and Sidewalk Restoration Program 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.

By: \_\_\_\_\_  
Authorized Agent of Contractor

Subscribed and sworn to  
before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Notary Public



PROJECT FILE NAME: FY 2011 Driveway Apron, Curb and Sidewalk Restoration  
 PROJECT NO.: M-11-02

DATE: 5/7/2010  
 TIME: 10:00 AM  
 TABULATED BY: FK, CW

NO.	ITEM	QUAN.	UNIT	ENGINEER'S ESTIMATE			M&A Cement Work Inc. 1570 County Line Rd. Bensenville, IL 60106	Gibbs Construction 1781 Armitage Ct. Addison, IL 60101	Copenhaver Construction 121 Center Dr. Gibbets IL 60136	TBS Construction and Excavation Inc. 31W325 Schaefer Drive Naperville, IL 60564	Diland Construction L.L.C. 600 S. County Line road #1N Bensenville, IL 60106	Sroeder & Sroeder, Inc. Concrete Contractors 7308 Central Park Stokely, Illinois 60076	
				UNIT PRICE	TOTAL	PRICE							TOTAL
20200100	EARTH EXCAVATION	100	SQ YD	\$40.00	\$4,000.00	\$42.00	\$4,200.00	\$40.00	\$4,000.00	\$41.00	\$4,100.00	\$37.00	\$3,700.00
21101615	F & P TOPSOIL 4	450	SQ YD	\$5.00	\$2,250.00	\$6.00	\$2,700.00	\$3.00	\$1,350.00	\$5.39	\$2,425.50	\$4.00	\$1,800.00
25000920	SEEDING CL 1A SPL	450	SQ YD	\$1.50	\$675.00	\$4.50	\$2,025.00	\$2.00	\$900.00	\$4.27	\$1,921.50	\$4.00	\$1,800.00
25000200	SUPPLE WATERING	1	UNIT	\$800.00	\$800.00	\$150.00	\$150.00	\$55.00	\$55.00	\$349.00	\$349.00	\$200.00	\$200.00
42300710	PCC DRIVEWAY PVT 6 SP	750	SQ YD	\$31.50	\$23,625.00	\$31.50	\$23,625.00	\$45.00	\$33,750.00	\$38.65	\$28,997.50	\$55.00	\$41,250.00
42300600	PC CONC DRIVEWAY PVT 8 SP	125	SQ YD	\$33.00	\$4,125.00	\$31.50	\$3,937.50	\$49.00	\$6,125.00	\$46.30	\$5,762.50	\$65.00	\$8,125.00
44000200	DRIVE PAVEMENT REM	22,000	SQ FT	\$11.00	\$242,000.00	\$3.40	\$74,800.00	\$3.20	\$70,400.00	\$4.25	\$92,500.00	\$3.90	\$85,800.00
44000600	CONC CURB GUTTER REM	2500	FOOT	\$3.50	\$8,750.00	\$3.50	\$8,750.00	\$5.00	\$12,500.00	\$4.50	\$11,250.00	\$12.00	\$30,000.00
69038900	CONC CC&G TB6 12	22,000	FOOT	\$1.00	\$22,000.00	\$1.00	\$22,000.00	\$3.00	\$66,000.00	\$6.15	\$135,375.00	\$4.97	\$110,000.00
69056900	CONC CC&G TB6 24	2700	FOOT	\$13.00	\$35,100.00	\$9.00	\$24,300.00	\$11.00	\$29,700.00	\$11.03	\$29,781.00	\$11.00	\$29,700.00
70101700	TR&E CONT & PROT	1	L SUM	\$1,100.00	\$1,100.00	\$10.00	\$10,000.00	\$10.00	\$10,000.00	\$17.00	\$17,000.00	\$15.99	\$15,990.00
20004600	BIT DRIVEWAY PAVT 8	1000	SQ YD	\$24.00	\$24,000.00	\$30.00	\$30,000.00	\$22.00	\$22,000.00	\$20.50	\$20,500.00	\$38.95	\$38,950.00
42300800	DETECTABLE WARNING, LOCAL	150	SQ FT	\$25.50	\$3,825.00	\$18.50	\$2,775.00	\$18.00	\$2,700.00	\$20.50	\$3,075.00	\$35.00	\$5,250.00
42300900	DETECTABLE WARNING, COLLECTOR	125	SQ FT	\$25.50	\$3,187.50	\$28.00	\$3,500.00	\$24.50	\$3,062.50	\$43.05	\$5,381.25	\$51.00	\$6,375.00
	TOTAL				\$224,262.50		\$226,837.50		\$248,212.50		\$308,304.50		\$351,650.00
	AS READ:				\$213,355.50		\$216,837.50		\$236,814.50		\$296,430.00		\$341,650.00
	AS CORRECTED:				\$224,262.50		\$226,837.50		\$248,212.50		\$308,304.50		\$351,650.00