

**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 11, 2009 (COW) (B of T) AGENDA DATE: May 21, 2009

TITLE: Waiver of Bid: FY 2010 Driveway Apron, Curb and Sidewalk Restoration
Project Number M-10-02

SUBMITTED BY: David A. Dratnol, P.E., Village Engineer

RESULTS:

Date Bids Were Published 3/18/09 Bidding Closed 5/8/09

Total Number of Bids Received 8

Total Number of Bidders Meeting Specifications 7

Bid Security Required	<u> X </u> Yes	<u> </u> No
Performance Bond Required	<u> X </u> Yes	<u> </u> No
Were Any Bids Withdrawn	<u> </u> Yes	<u> X </u> No

Explanation:

Waiver of Bids Requested?	<u> </u> Yes	<u> X </u> No
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If yes, explain:

Award Recommended to Lowest Responsible Bidder?	<u> X </u> Yes	<u> </u> No
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If no, explain:

FISCAL IMPACT:

Engineer's estimate/budget estimate \$222,461.00 / \$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	<u> </u> Yes	<u> X </u> No
If yes, was quality of work acceptable	<u> </u> Yes	<u> </u> No
Was item bid in accordance with Public Act 85-1295?	<u> X </u> Yes	<u> </u> No
Waiver of bids - Public Act 85-1295 does not apply	<u> </u> 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
Date: May 11, 2009
Subject: FY 2010 Driveway Apron, Curb and Sidewalk Restoration Program
 Project Number: M-10-02

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. Eight (8) bids were received and opened at 11:00 a.m. on May 8th, 2009. Due to the performance reference form not being filled out properly, one bid was deemed non-responsive and disqualified. The bid results are summarized below:

<i>Company</i>	Total
Lorusso Cement Contractors, INC	\$168,130.00
Noel Ramos Construction Co, INC	\$174,986.00
Globe Construction INC	\$177,500.50
Carrera Concrete Construction	\$196,100.50
Kings Point	\$222,280.00
ALamp Concrete Contractors INC	\$224,999.00
Davis Concrete Construction	\$234,260.00
Strada Construction	<i>Disqualified</i>
<i>Engineer's Estimate</i>	\$224,166.60

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 Lorusso Cement Contractors Inc., 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 21, 2009. 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-10-02

This agreement is made this _____ day of _____, 2009, between and shall be binding upon the **Village of Lombard**, an Illinois municipal Corporation hereinafter referred to as the "Village" and **Lorusso Cement Contractors, INC.** 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-10-02 for FY 2010 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-10-02 - Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - b. The Contractor's Bid Proposal Dated: May 8th, 2009
 - 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 attached hereto as Exhibit "A" and made a part hereof.

- 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 ____ day of _____ 2009.

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 _____, 2009.

By Position/Title

By Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this _____ day of _____, 2009.

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 and 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 _____ for the construction of the work designated:

FY 2010 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 _____, 2009.

IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this ____ day of _____, 2009.

VILLAGE OF LOMBARD

PRINCIPAL:

BY: _____
Village President

BY: _____

ATTEST:

Village Clerk

ATTEST:

SURETY: _____

BY: _____
(Title)

BY: _____
Attorney in Fact

BY: _____

(SEAL)