

**DISTRICT 1**

**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: April 30, 2013 AGENDA DATE: May 2, 2013  
 TITLE: Bid Opening For: Terrace View Pond Improvements  
 SUBMITTED BY: David A. Dratnol, P.E., Village Engineer *CDL*

**RESULTS:**

Date Bids Were Published 03/13/13 Bidding Closed 04/18/13  
 Total Number of Bids Received 3  
 Total Number of Bidders Meeting Specifications 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 Were Any Bids Withdrawn            Yes X No  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?            Yes X No  
 If yes, explain:  
 Award Recommended to Lowest Responsible Bidder? X Yes            No  
 If no, explain:

**FISCAL IMPACT:**

CIP Budget Estimate:	\$555,000.00	
Engineer's Estimate:	\$981,654.50	NWS#: SS 12 03
<b>Amount of Award:</b>	<b>\$1,227,446.00</b>	Phase 1 & Phase 2
<i>Funding</i>		Construction
<i>Water/Sewer Fund:</i>	\$1,227,446.00	Account: 410.710.725

**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 4:30 pm, Wednesday, prior to the Board Agenda distribution.**

## Interoffice Memo



**To:** David A. Hulseberg, Village Manager  
**Through:** Carl Goldsmith, Director of Public Works *CSG by DPH*  
**From:** David A. Dratnol, P.E., Village Engineer *DAD*  
**Date:** April 29, 2013  
**Subject:** Terrace View Pond Improvements

The Terrace View Pond Improvements project area boundaries include Crystal Avenue to the north, Park Avenue to the east, Greenfield Avenue to the south, and Park View Elementary School to the west. The improvements also extend on to Village property at 115 Crystal Avenue.

The proposed improvements consists of constructing a pump station, control cabinet, force main, intake structure, sediment collection chamber, discharge manhole, associated storm sewer and a turf reinforcement paver system. Improvements also include shoreline restoration which incorporate native planting and seeding.

Work on the former 115 West Crystal Avenue property includes the installation of twin twenty four (24) inch diameter storm sewers, five (5) manholes, an eight (8) foot wide asphalt path, topsoil and seeding.

Twelve (12) potential bidders and subcontractors purchased bid documents. On April 18, 2013 at 11:00 AM, Public Works - Engineering received and read aloud three (3) bids. The results are summarized below:

Company	Bid
Martam Construction	\$1,227,446.00
John Neri Construction	\$1,464,517.00
Joseph J. Henderson & Son	\$1,518,359.48
<b>Engineer's Estimate</b>	<b>\$981,654.50</b>

The bid tabulation is not attached. Staff can provide copies upon request. The complete tabulation will be posted on the Village website a few business days 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 \$1,227,446.00 to Martam Construction, Inc. of Elgin, Illinois as the lowest responsible and responsive bidder. Martam has previously worked for the Village as the general contractor for numerous projects. Projects Martam has completed include two of the three Olde Towne reconstruction contracts, the Lincoln, Ash and Willow pump station project and most recently (in 2010) the lift station improvements to the Glen Oak, Sunset Knolls, Finley Road and Westmore/Meyers pump stations.



## VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER SS-12-03 (Phase 1 & Phase 2)

This agreement is made this 2nd day of May 2013, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Martam Construction Inc. (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 site is located in the northwest corner of the Village of Lombard. The site boundaries are Crystal Avenue to the north, Park Avenue to the east, Greenfield Avenue to the south, and Elizabeth Street to the west, and east of Park View Elementary School. Improvements also extend on to Village property (115 Crystal Ave). The proposed improvements consists of constructing approximately 675 ft. of storm sewer with catch basins, man holes and flared end section, rip-rap within the pond, a pump station and sediment collection chamber, approximately, 955 sq. ft. of sidewalk and 96 sq. yd. Turf Reinforcement Paver System, one light pole, 185 sq. yd. of HMA path, temporary erosion control, earth excavation, unsuitable material excavation, aggregate backfill, Class 1 seeding, native seeding, topsoil, dewatering, temporary soil retention system, a cofferdam, and other items as noted in the plan and summary of quantities. This project includes in-pond work, impacts to wetlands and pedestrian/vehicular traffic control. 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 Christopher B. Burke Engineering, Ltd.

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 SS 12 03 for Terrace View Pond Improvements, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Notice to Bidders on Contract Document Number ST 12 03 - Legal Notice
    - iv) General Provisions
    - v) Special Provisions
    - vi) Plans and Specifications
  - b. The Contractor's Bid Proposal Dated: April 18, 2013
  - c. Addendum #1 dated: April 22, 2013
  - d. Required Performance and Payment Bonds and Certificate(s) of Insurance
  - e. 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 164 calendar days from the date of the Notice to Proceed (150 calendar days to substantial completion with 14 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 2nd day of May 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 2nd day of May, 2013.

\_\_\_\_\_  
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 May 2, 2013, for the construction of the work designated:

### Terrace View Pond Improvements

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 2nd day of  
May, 2013.

IN WITNESS WHEREOF, We have duly  
executed the foregoing Obligation this  
\_\_\_\_\_ day of \_\_\_\_\_, 2013.

VILLAGE OF LOMBARD

PRINCIPAL:

\_\_\_\_\_

BY: \_\_\_\_\_  
Keith Giagnorio, Village President

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

ATTEST:  
  
\_\_\_\_\_  
Sharon Kuderna, 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)

Terrace View Pond Improvements 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 \_\_\_\_\_, 2013.

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