

**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: March 8, 2010 AGENDA DATE: March 18, 2010  
 TITLE: Bid Opening For: Special Assessment 217C (North East Lombard Area)  
 SUBMITTED BY: David A. Dratnol, P.E., Village Engineer *ll And*

**RESULTS:**

Date Bids Were Published 01/13/10 Bidding Closed 02/25/10  
 Total Number of Bids Received 10  
 Total Number of Bidders Meeting Specifications 9  
 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 Were Any Bids Withdrawn            Yes X No  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 X Yes            No  
 Responsible Bidder?  
 If no, explain:

**FISCAL IMPACT:**

Engineer's estimate/budget estimate: \$1,449,356.22/\$1,953,145  
 Amount of Award: \$1,044,657.49  
 HTE: 0902  
 Account: 8739.809500  
 Funds: Capital Project Fund & Resident Contribution

**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:** President and Board Of Trustees  
**Through:** Carl Goldsmith, Director of Public Works *CJ*  
**From:** David A. Dratnol, P.E., Village Engineer *Dratnol*  
**Date:** March 8, 2010  
**Subject:** Special Assessment 217C (Lombard Lagoons)  
 Project Number: ST-10-01

Special Assessment 217C includes: **Kramer Avenue** from 60 feet north of the Villa Park /Lombard border to Kaplan Court, **Kaplan Court** from Kramer Avenue to Parker Drive and **Parker Drive** from Reskin Road to Sunset Avenue. **Reskin Road** will not be rebuilt and the north end of Kramer Avenue will become a cul-de-sac.

The project is the conversion of the existing rural cross section to an urban cross section. The work includes removing the existing roadway and ditches and constructing a fully improved street. This includes storm sewer, full depth asphalt pavement (9 inches thick), curb and gutter, ornamental street lighting and sidewalks.

Thirty five (35) potential bidders and suppliers purchased bid documents. Public Works - Engineering received and opened ten (10) bids at 3:00 P.M. on February 25, 2010. The results are summarized below:

Company	Bid
Abby Paving Company	<b>\$1,044,657.49</b>
Geneva Construction	<b>\$1,157,764.00</b>
RW Dunteman Company	<b>\$1,212,066.50</b>
ALamp Concrete Contactors	<b>\$1,238,122.99</b>
Alliance Contractors	<b>\$1,242,193.09</b>
Schroeder Asphalt Services	<b>\$1,259,557.44</b>
Greg Greenhill Construction	<b>\$1,330,382.90</b>
John Neri Construction	<b>\$1,404,016.00</b>
MQ Construction	<b>\$1,418,566.80</b>
Landmark Contractors	<b>Non Responsive</b>
<b>Engineer's Estimate</b>	<b>\$1,449,356.22</b>

Due to the number of pay items and the number of bidders, the bid tabulation is not attached. Staff will provide copies upon request and it will be posted on the Village website after award of the contract. Please contact me if you want a copy of the bid tabulation, have any questions or need any additional information. Landmark Contractors' bid was deemed non-responsive for failing to provide the required countersigned pre-bid attendance form.

Current PW Engineering staff has worked with Abbey Paving Company Inc.; however, that was over 10 years ago. PW-Engineering checked current references from the Village of Bolingbrook, Village of Sugar Grove and the Village of Park Forest. All references came back positive.

Staff recommendation of award to Abbey Paving Company Inc. of Aurora in the amount of \$1,044,657.49 was forwarded to the Board of Local Improvements (BOLI) for their consideration at their meeting of March 11, 2010.

# VILLAGE OF LOMBARD CONTRACT

## CONTRACT DOCUMENT NUMBER ST-10-01

This agreement is made this 18th day of March, 2010, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Abbey Paving Company 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:

Special Assessment 217C – North East Lombard Area; The work will include converting the existing rural cross section to an urban cross section. Storm sewer will be installed to replace open-ditch drainage. The existing roadway pavement structure will be completely removed and replaced including the addition of concrete curb and gutter and the construction of a cu-de-sac on the northern portion of Parker Drive. Street lighting and sidewalks will be provided throughout the project limits. 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 Engineering Resources Associates, 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 ST-10-01 for Special Assessment 217C, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Notice to Bidders on Contract Document Number ST-10-01 - Legal Notice
    - iv) General Provisions
    - v) Special Provisions
    - vi) Plans and Specifications
  - b. The Contractor's Bid Proposal Dated: February 25, 2010
  - c. Addendum #1 Dated: February 19, 2010
  - 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 as follows: sodding and paving to binder layer by May 27, 2010, HMA surface course and striping after May 27, 2010 but by June 11, 2010, street lighting completed and accepted along with all punch list items by June 30, 2010. 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 March 2010.

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 \_\_\_\_\_, 2010.

\_\_\_\_\_  
By

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
By

\_\_\_\_\_  
Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 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 March 18, 2010, for the construction of the work designated:

Special Assessment 217C, North East Lombard Area

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.

VILLAGE OF LOMBARD

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

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

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

PRINCIPAL:

\_\_\_\_\_

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

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)

Special Assessment 217C 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 \_\_\_\_\_, 2010.

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