

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: William T. Lichter, Village Manager

DATE: May 9, 2005 AGENDA DATE: May 19, 2005

TITLE: Bid Opening For: The FY 2006 Asphalt Patching and Paving Program

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

RESULTS:

Date Bids Were Published 4/15/05 Bidding Closed 5/09/05

Total Number of Bids Received 6

Total Number of Bidders Meeting Specifications 5

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Were Any Bids Withdrawn	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 \$279,675.00 / \$280,000.00

Amount of Award \$184,385.00

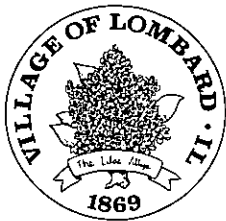
BACKGROUND/RECOMMENDATION:

Has Recommended Bidder Worked for Village Previously	<u>X</u>	Yes	<u> </u>	No
If yes, was quality of work acceptable	<u>X</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	<u> </u>	No

REVIEW (as needed):

Village Attorney XX	<u> </u>	Date	<u> </u>
Finance Director XX	<i>Leonard J Flood</i>	Date	<i>5/12/05</i>
Village Manager XX	<i>W. T. Lichter</i>	Date	<i>5/19/05</i>

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: William T. Lichter, Village Manager
Through: Wes Anderson, P.E., Director of Public Works *Wes Anderson*
From: David A. Dratnol, P.E., Village Engineer *Dratnol*
Date: May 11, 2005
Subject: The FY 2006 Asphalt Patching and Paving Program
Project Number: ST 06-02

Ten potential bidders purchased plans for the referenced project. Six bids were received and opened at 11:00a.m. on May 9, 2005. One bid was rejected for an incomplete Bidder's Certification Form; said bid was not read.

The results are listed below:

Company	TOTAL
R. W. Dunteman Company, Addison IL	\$184,385.00
Johnson Paving, Arlington Heights, IL	\$215,680.00
Accu-Paving Co., Broadview, IL	\$218,614.00
Central Blacktop Co. Inc., LaGrange, IL	\$257,385.00
Brothers Asphalt Paving, Addison IL	\$261,700.00
Meridian Construction Co., Inc., Lake Bluff, IL	NOT READ
Engineer's Estimate	\$279,675.00

R.W. Dunteman Company has performed satisfactorily on previous Village contracts.

The Engineering Division recommends the award of this contract to R.W. Dunteman Company of Addison, IL.

File: ST 06-02

PROJECT FILE NAME: FY 2006 Asphalt Patching and Paving
 PROJECT NO.: ST 06-02

DATE: May 9, 2005
 TIME: 11:00 AM
 TABULATED BY: JB and LM

NO	ITEM	QUAN	UNIT	ENGINEER'S ESTIMATE		RW Duntman 600 S Lombard Addison, IL 60101		Johnson Paving 1025 East Addison Ct Arlington Heights, IL 60005		Accu Paving Co 2665 South 25th Ave Broadveiw, IL 60155	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
20201550	EARTH EXCAVATION	50.00	CY	\$50.00	\$2,500.00	30.00	\$1,500.00	60.00	\$3,000.00	25.00	\$1,250.00
35800200	BASE REP STONE CA-6	50.00	CY	\$20.00	\$1,000.00	19.00	\$950.00	25.00	\$1,250.00	25.00	\$1,250.00
44000007	BIT SURF REM 2"	2000.00	SY	\$6.00	\$12,000.00	2.65	\$5,300.00	2.15	\$4,300.00	2.45	\$4,900.00
44000011	BIT SURF REM 4"	4800.00	SY	\$7.00	\$33,600.00	3.50	\$16,800.00	3.90	\$18,720.00	4.00	\$19,200.00
X4066424	BC SC SUPER "C" N50 - 1.75"	4800.00	SY	\$6.00	\$28,800.00	4.60	\$22,080.00	4.65	\$22,320.00	4.23	\$20,304.00
X4066424	BC SC SUPER "C" N50 - 2.00"	2000.00	SY	\$7.00	\$14,000.00	5.30	\$10,600.00	6.45	\$12,900.00	4.87	\$9,740.00
X4066614	BC BC SUP IL-19 N50 - 2.25"	4800.00	SY	\$6.75	\$32,400.00	5.65	\$27,120.00	5.85	\$28,080.00	4.90	\$23,520.00
44201796	CLD PATCH T4 12"	500.00	SY	\$56.00	\$28,000.00	39.45	\$19,725.00	64.50	\$32,250.00	60.00	\$30,000.00
44201747	CLD PATCH T4 8"	1500.00	SY	\$42.00	\$63,000.00	26.30	\$39,450.00	32.25	\$48,375.00	40.50	\$60,750.00
44201980	CLD PATCH T4 4"	1000.00	SY	\$25.00	\$25,000.00	13.35	\$13,350.00	25.00	\$25,000.00	20.00	\$20,000.00
60255500	DRAIN & UTIL STRUCT ADJ.	15.00	EA	\$345.00	\$5,175.00	400.00	\$6,000.00	275.00	\$4,125.00	300.00	\$4,500.00
70101700	TRAFFIC CONTROL & PROTECT	1.00	LS	\$16,000.00	\$16,000.00	7,300.00	\$7,300.00	5,000.00	\$5,000.00	12,000.00	\$12,000.00
78004110	PREF PL PM TC LINE 4	2800.00	LF	\$5.25	\$14,700.00	4.10	\$11,480.00	3.00	\$8,400.00	3.00	\$8,400.00
78004160	PREF PL PM TC LINE 18	140.00	LF	\$25.00	\$3,500.00	19.50	\$2,730.00	14.00	\$1,960.00	20.00	\$2,800.00
	TOTAL				\$279,675.00		\$184,385.00		\$215,680.00		\$218,614.00
	BID						\$184,385.00		\$215,680.00		\$218,614.00
	AS READ:										
	AS CORRECTED:										

PROJECT FILE NAME: FY 2006 Asphalt Patching and Paving
 PROJECT NO.: ST 06-02

DATE: May 9, 2005
 TIME: 11:00 AM
 TABULATED BY: JB and LM

NO	ITEM	QUAN	UNIT	Central Blacktop Co, Inc. 6160 S East Ave Lagrange, IL 60525		Brothers Asphalt Paving 1340 Horseshoe Ct. Addison, IL 60101		Average Unit Price	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
20201550	EARTH EXCAVATION	50.00	CY	30.00	\$1,500.00	20.00	\$1,000.00	33.00	\$1,650.00
35800200	BASE REP STONE CA-6	50.00	CY	30.00	\$1,500.00	30.00	\$1,500.00	25.80	\$1,290.00
44000007	BIT SURF REM 2"	2000.00	SY	4.25	\$8,500.00	3.00	\$6,000.00	2.90	\$5,800.00
44000011	BIT SURF REM 4"	4800.00	SY	5.00	\$24,000.00	4.00	\$19,200.00	4.08	\$19,584.00
X4066424	BC SC SUPER "C" N50 - 1.75"	4800.00	SY	6.25	\$30,000.00	6.00	\$28,800.00	5.15	\$24,700.80
X4066424	BC SC SUPER "C" N50 - 2.00"	2000.00	SY	7.50	\$15,000.00	6.50	\$13,000.00	6.12	\$12,248.00
X4066614	BC BC SUP IL-19 N50 - 2.25"	4800.00	SY	6.75	\$32,400.00	4.00	\$19,200.00	5.43	\$26,064.00
44201796	CLD PATCH T4 12"	500.00	SY	60.00	\$30,000.00	60.00	\$30,000.00	56.79	\$28,395.00
44201747	CLD PATCH T4 8"	1500.00	SY	40.00	\$60,000.00	35.00	\$52,500.00	34.81	\$52,215.00
44201980	CLD PATCH T4 4"	1000.00	SY	24.00	\$24,000.00	25.00	\$25,000.00	21.47	\$21,470.00
60255500	DRAIN & UTIL STRUCT ADJ.	15.00	EA	325.00	\$4,875.00	300.00	\$4,500.00	320.00	\$4,800.00
70101700	TRAFFIC CONTROL & PROTECT	1.00	LS	10,000.00	\$10,000.00	40,000.00	\$40,000.00	14,860.00	\$14,860.00
78004110	PREF PL PM TC LINE 4	2800.00	LF	4.50	\$12,600.00	6.00	\$16,800.00	4.12	\$11,536.00
78004160	PREF PL PM TC LINE 18	140.00	LF	21.50	\$3,010.00	30.00	\$4,200.00	21.00	\$2,940.00
TOTAL				AS READ:	\$257,385.00		\$261,700.00		\$227,552.80
				AS CORRECTED:	\$257,385.00		\$261,700.00		\$227,552.80

VILLAGE OF LOMBARD

CONTRACT

CONTRACT DOCUMENT NUMBER ST-06-02

This agreement is made this 19th day of May, 2005, between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as the "Village" and (R. W. Dunteman 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 FY 2006 ASPHALT PATCHING AND PAVING PROGRAM, ST-06-02

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-06-02 for THE FY 2006 ASPHALT PATCHING AND PAVING PROGRAM, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number ST-06-02 - Legal Notice
 - iv) Special Provisions
 - v) Plans and Specifications
 - b. The Contractor's Bid Proposal Dated: May 9, 2005
 - 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 made a part hereof, subject to 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 on this project within 365 calendar days from the date of the Notice to Proceed. Individual work orders under this contract shall be completed within the time allowed for each said work order. This time will be identified on said work orders. 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 19th day of May, 2005.

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 _____, 2005.

By _____

Position/Title

By _____

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 19th day of May, 2005.

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 one hundred eighty four thousand three hundred eighty five and XX/100 dollars (\$184,385.00) 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 19, 2005, for the construction of the work designated:

THE FY 2006 ASPHALT PATCHING AND PAVING PROGRAM

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 19th day of May, 2005.

IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this _____ day of _____, 2005.

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 2006 Asphalt Patching and Paving 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 _____, 2005.

Notary Public