

DISTRICTS ALL

**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, 2006 (COW) (B of T) **Date:** May 18, 2006
TITLE: Bid Opening For: FY 2007 Driveway Apron and Sidewalk Restoration
Project Number M-07-02

SUBMITTED BY: David A. Dratnol, P.E., Village Engineer *DAE/DR*

RESULTS:

Date Bids Were Published 4/19/06 Bidding Closed 5/5/06
Total Number of Bids Received 4
Total Number of Bidders Meeting Specifications 4

Bid Security Required Yes X

Performance Bond Required Yes X

Were Any Bids Withdrawn Yes X

Explanation: No

Waiver of Bids Requested? Yes X

If yes, explain: No

Award Recommended to Lowest Yes X

Responsible Bidder? Yes X

If no, explain: No

FISCAL IMPACT:

Engineer's estimate/budget estimate \$153,915.00 / \$150,000.00
Amount of Award \$150,000.00

Parway Restoration:	\$70,000.00	Capital Project Fund	FIN 5503	7101,809500
Deteriorated Sidewalk:	\$15,000.00	Capital Project Fund	FIN 5505	7101,809500
Deteriorated Sidewalk:	\$15,000.00	Resident Contribution		
Trip Hazard Repairs:	\$50,000.00	Capital Project Fund	FIN 5506	7101,809500

BACKGROUND/RECOMMENDATION:

Has Recommended Bidder Worked for Village Previously Yes X
If yes, was quality of work acceptable Yes X
Was item bid in accordance with Public Act 85-1295? Yes X
Waiver of bids - Public Act 85-1295 does not apply Yes X

REVIEW (as needed):

Village Attorney XX _____ Date 5/10/06
Finance Director XX _____ Date 5/10/06
Village Manager XX _____ Date 5/10/06

Active

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.

Inter-Office Memo

To: William T. Lichter, Village Manager
Through: Wes Anderson, Director of Public Works
From: David A. Dramol, P.E., Village Engineer
Date: May 9, 2006
Subject: FY 2007 Driveway Apron and Sidewalk Restoration Program
 Project Number: M-07-02



Eight (8) potential bidders purchased plans for the referenced project. Four (4) bids were received and opened at 1:30 p.m. on May 5, 2006.

The results are listed below:

Company	
Kings Point General Cement, Inc.	\$126,900.00
Meridian Construction Company, Inc.	\$155,573.00
Alamp Concrete Contractors	\$165,300.00
A&R Cement, Inc.	\$208,135.00
Engineer's Estimate	\$153,915.00
TOTAL	

The lowest responsible bidder is Kings Point General Cement, Inc. of Bensenville, Illinois with a bid in the amount of \$126,900.00. Kings Point General Cement, Inc. has worked previously for the Village. The last contract with Kings Point General Cement, Inc. was in 2003.

The contract documents identify that the awarded contract will be based on the Village's budget of \$150,000. 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 Kings Point General Cement, in line with the FY2007 budget for the amount of \$150,000.00.

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on May 18, 2006. If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.

PROJECT FILE NAME: FY 2007 Driveway Apron and Sidewalk Restoration
 PROJECT NO.: M-07-02

DATE: 5/5/2006
 TIME: 1:30 PM
 TABULATED BY: CT

NO.	ITEM	QUAN.	UNIT	ENGINEERS ESTIMATE		A & R Cement 805 Seacrest Lane Bartlett, IL 60103		Alamp 800 W. Irving Park Schaumburg, IL 60193		Kings Point 920 Countyline Rd Bensenville IL 60106		Meridian Construction 1415 Laura Lane Lake Bluff, IL 60044		Average Unit Price	
				PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL
21101615	F & P TOPSOIL 4	2000	SQ YD	\$5.00	\$1,000.00	\$12.00	\$2,400.00	\$4.00	\$800.00	\$4.00	\$800.00	\$9.55	\$1,910.00	\$7.39	\$1,477.50
25000920	SEEDING CL 1A SPL	2000	SQ YD	\$2.50	\$500.00	\$5.00	\$1,000.00	\$4.00	\$800.00	\$4.00	\$800.00	\$2.80	\$560.00	\$3.95	\$790.00
25200220	SUPPLE WATERING	1	UNIT	\$30.00	\$30.00	\$200.00	\$200.00	\$500.00	\$500.00	\$200.00	\$200.00	\$100.00	\$100.00	\$250.00	\$250.00
42300710	PCC DRIVEWAY PVT 6 SP	500	SQ YD	\$40.00	\$20,000.00	\$45.00	\$22,500.00	\$45.00	\$22,500.00	\$30.00	\$15,000.00	\$43.60	\$21,800.00	\$40.90	\$20,450.00
42300800	PCC DRIVEWAY PVT 8 SP	10	SQ YD	\$50.00	\$500.00	\$49.00	\$490.00	\$50.00	\$500.00	\$50.00	\$500.00	\$45.60	\$456.00	\$48.65	\$486.50
42400800	PC CONC SIDEWALK SPL	17,000	SQ FT	\$4.00	\$68,000.00	\$4.50	\$76,500.00	\$4.40	\$74,800.00	\$3.20	\$54,400.00	\$3.80	\$64,600.00	\$3.98	\$67,575.00
44000200	DRIVE PAVEMENT REM	710	SQ YD	\$10.00	\$7,100.00	\$31.50	\$22,365.00	\$10.00	\$7,100.00	\$12.00	\$8,520.00	\$9.60	\$6,816.00	\$15.78	\$11,200.25
44000500	COMB CURB GUTTER REM	410	FOOT	\$4.50	\$1,845.00	\$6.00	\$2,460.00	\$5.00	\$2,050.00	\$5.00	\$2,050.00	\$15.00	\$6,150.00	\$7.75	\$3,177.50
44000600	SIDEWALK REM	17,000	SQ FT	\$2.00	\$34,000.00	\$3.00	\$51,000.00	\$1.00	\$17,000.00	\$1.00	\$17,000.00	\$2.10	\$35,700.00	\$1.78	\$30,175.00
60603800	COMB CC&G TB6-12	400	FOOT	\$18.00	\$7,200.00	\$15.00	\$6,000.00	\$17.00	\$6,800.00	\$14.00	\$5,600.00	\$15.60	\$6,240.00	\$15.40	\$6,160.00
60605000	COMB CC&G TB6-24	10	FOOT	\$22.00	\$220.00	\$18.00	\$180.00	\$25.00	\$250.00	\$50.00	\$500.00	\$22.10	\$221.00	\$28.78	\$287.75
70101700	TRAF CONT & PROT	1	LSUM	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$6,000.00	\$6,000.00	\$1,790.00	\$1,790.00	\$9,447.50	\$9,447.50
Z0004600	BIT DRIVEWAY PAVT 9	200	SQ YD	\$35.00	\$7,000.00	\$54.00	\$10,800.00	\$45.00	\$9,000.00	\$65.00	\$13,000.00	\$33.35	\$6,670.00	\$49.34	\$9,867.50
-	DETECTABLE WARNING	64	SQ FT	\$62.50	\$4,000.00	\$35.00	\$2,240.00	\$50.00	\$3,200.00	\$40.00	\$2,560.00	\$40.00	\$2,560.00	\$41.25	\$2,640.00
TOTAL					\$153,915.00		\$208,135.00		\$165,300.00		\$126,930.00		\$155,573.00		\$163,984.50
TOTAL AS CORRECTED:					\$153,915.00		\$208,135.00		\$165,300.00		\$126,930.00		\$155,573.00		\$163,984.50

VILLAGE OF LOMBARD

CONTRACT

CONTRACT DOCUMENT NUMBER M-07-02

This agreement is made this _____ day of _____, 2006, between and shall be binding upon the **Village of Lombard**, an Illinois municipal Corporation hereinafter referred to as the "Village" and **Kings Point General Cement, 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-07-02 for FY 2007 DRIVEWAY APRON AND SIDEWALK RESTORATION, consisting of the following:

- i) Cover Sheet
- ii) Table of Contents
- iii) Notice to Bidders on Contract Document Number M-07-02 - Legal Notice
- iv) General Provisions
- v) Special Provisions
- vi) Plans and Specifications

b. The Contractor's Bid Proposal Dated: May 5, 2006

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 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 _____, 2006.

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

Kings Point General Cement, Inc.
Print Company Name

Individual or Partnership _____ Corporation _____
Accepted this _____ day of _____, 2006.

By _____
Position/Title _____
By _____
Position/Title _____

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this _____ day of _____, 2006.

Attest:
William J. Mueller, Village President
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 Fifty Thousand Dollars and 00/100 (\$150,000.00) 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 2007 DRIVEWAY APRON 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, 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, conditions, and requirements of said contract, then this obligation to be void, otherwise to remain in full force and effect.

APPROVED this _____ day of _____, 2006.

VILLAGE OF LOMBARD

BY: _____
Village President

ATTEST:

Village Clerk

IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this
_____ day of _____, 2006.

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)

The FY 2007 Driveway Apron 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 _____, 2006.

Notary Public