

DISTRICT: None

**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 6, 2008
AGENDA DATE: May 15, 2008

TITLE: Bid Opening For: Water Transmission Main for South Booster Station

SUBMITTED BY: David A. Dratno, P.E., Village Engineer *DD*

RESULTS:

Date Bids Were Published 04/11/08 Bidding Closed 05/02/08
Total Number of Bids Received 10
Total Number of Bidders Meeting Specifications 10

Bid Security Required Yes No

Performance Bond Required Yes No

Were Any Bids Withdrawn Yes No

Explanation:

Waiver of Bids Requested? Yes No

If yes, explain:

Award Recommended to Lowest Yes No

Responsible Bidder? Yes No

If no, explain:

FISCAL IMPACT:

Engineer's estimate/budget estimate: \$1,508,450.00/\$1,632,757.20

Amount of Award: \$1,303,856.40

Fund: W/SCAPRSV 7901.9669500 Proj# 0821

BACKGROUND/RECOMMENDATION:

Has Recommended Bidder Worked for Village Previously Yes No

If yes, was quality of work acceptable Yes No

Was item bid in accordance with Public Act 85-1295? Yes No

Waiver of bids - Public Act 85-1295 does not apply Yes No

REVIEW (as needed):

Village Attorney XX Yes No

Finance Director XX Yes No

Village Manager XX Yes No

Date 5/7/08
Date 5/7/08
Date 5/7/08

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: David Gorman, P.E., Acting Director of Public Works
 David A. Dratnol, P.E., Village Engineer *DL*
Date: May 6, 2008
Subject: Water Transmission Main for South Booster Station
 Project Number: WA-07-01A

The Water Transmission Main for the South Booster Station consists of installing approximately 4,000 linear feet of 20-inch diameter ductile iron water main beneath Meyers Road (County Highway 25) from 14th Street to 22nd Street and associated water main on 14th Street. Fifteen potential bidders and suppliers purchased bid documents. Public Works Engineering received and opened ten bids at 10:00 A.M. on May 2, 2008. The results are summarized below:

Company	Bid (as-read)	Corrected Bid
Neri Brothers Construction, Inc.	\$1,303,856.40	
Trine Construction Corp.	\$1,340,000.00	\$1,339,826.75
Swallow Construction Corp.	\$1,395,000.00	
Patrick Construction, Inc.	\$1,409,839.80	
Bolder Contractors, Inc.	\$1,460,370.00	
Cerniglia Co.	\$1,520,253.00	
Dominic Fioridrosa Construction	\$1,555,440.00	
Martam Construction, Inc.	\$1,773,525.00	
John Neri Construction Co.	\$1,790,240.00	
Gerardi Sewer & Water	\$2,208,167.00	\$2,207,987.00
Engineer's Estimate	\$1,508,450.00	

The bid tabulation is attached. Bids are derived by multiplying the written unit price bid with the estimated number of units required to complete the project. Corrected Bids are bids that when tabulated, result in a different number than the As-Read Bid. Frequent causes for bid differences range from simple mathematical addition or multiplication errors to transcription errors of specific unit prices by the bidder. Per bidding requirements, written unit prices govern and must be utilized. Corrected bids for this project generated lower bids than their respective As-Read Bids, but had no consequence on the bidder's ranking or the lowest bid. The bid tabulation will be posted on the Village website after award of the contract. Please contact me if you have any questions or need any additional information.

Staff recommends award of this contract to Neri Brothers Construction, Inc. in the amount of \$1,303,856.40. If approved by the Board, please return two (2) executed original contracts to PW Engineering for further processing.

PROJECT FILE NAME: Water Transmission Main for the South Booste

DATE: 5/2/08
 TIME: 10:00 A.M.
 TABULATED BY: JMF/K

John Neri Construction Co.
 780 Factory Road
 Addison, IL, 60101

Gerardi Sewer & Water
 4520 N. Osage
 Norridge, IL, 60706

NO	ITEM	QUAN	UNIT	PRICE	TOTAL	UNIT	PRICE	TOTAL	AVERAGES	UNIT	TOTAL
1	209800150 Trench Backfill (CA-3)	385	CY	42.00	\$16,170.00	38.50	\$14,822.50	\$13,798.40	35.84	\$13,798.40	
2	209800250 Trench Backfill, Special (FA-3)	5476	CY	46.00	\$251,632.00	34.50	\$186,715.00	\$176,161.35	32.21	\$176,161.35	
3	21101625 Topsoil Finish and Place, 6"	562	SY	8.00	\$4,496.00	8.00	\$4,400.00	\$3,179.00	6.78	\$3,179.00	
4	25000210 Seeding, Class 2A	340	SY	3.00	\$1,020.00	2.00	\$680.00	\$793.90	2.34	\$793.90	
5	25100630 Erosion Control Blanket	562	SY	3.00	\$1,650.00	3.00	\$1,650.00	\$1,311.75	2.39	\$1,311.75	
6	25200700 Sodding, Special	242	SY	6.00	\$1,452.00	6.00	\$1,452.00	\$1,452.00	6.69	\$2,344.98	
7	35101800 Aggregate Base Course 1 1/2", 6"	422	SY	6.00	\$2,532.00	26.00	\$10,920.00	\$14,25	14.25	\$3,992.90	
8	35300700 Poc Base Course, 1 1/2"	3240	SY	68.00	\$220,320.00	98.00	\$317,520.00	\$8.65	\$193,266.00		
9	40600100 Bituminous Materials (Prime Coat)	856	GAU	5.00	\$4,280.00	5.00	\$4,250.00	\$2,405.50	2.83	\$2,405.50	
10	40603085 Hot-Mix Asphalt Binder Course, IL-10, N70	426	TON	136.00	\$57,600.00	150.00	\$63,750.00	\$115,79	115.79	\$192,107.75	
11	40603310 Hot-Mix Asphalt Surface Course, Mix "D", N70	430	TON	138.00	\$59,340.00	150.00	\$64,500.00	118.01	118.01	\$50,742.15	
12	42400900 Portland Cement Concrete Sidewalk, Special (Remove & Replace)	465	SF	12.50	\$5,812.50	10.00	\$4,650.00	9.27	9.27	\$4,310.55	
13	44000157 Hot-Mix Asphalt Surface Removal 2"	908	SY	20.00	\$18,160.00	18.00	\$16,344.00	12.98	12.98	\$11,781.30	
14	44000100 Pavement Removal	3712	SY	24.00	\$89,088.00	12.00	\$44,544.00	12.82	12.82	\$47,569.28	
15	44001700 Combination Concrete Curb and Gutter, Special (Remove & Replace)	300	FT	36.00	\$10,800.00	30.00	\$9,000.00	30.11	30.11	\$9,033.00	
16	44300200 24" reflective Crack Control Fabric	900C	FT	3.25	\$29,250.00	3.00	\$27,000.00	1.94	1.94	\$17,442.00	
17	56103000 Ductile Iron Water Main, 8"	165	FT	60.00	\$9,900.00	82.00	\$13,530.00	71.95	71.95	\$11,871.75	
18	56103100 Ductile Iron Water Main, 8"	20	FT	75.00	\$1,500.00	88.00	\$1,760.00	80.25	80.25	\$1,605.00	
19	56103300 Ductile Iron Water Main, 12"	38	FT	80.00	\$3,040.00	96.00	\$3,648.00	99.46	99.46	\$1,779.48	
20	56103400 Ductile Iron Water Main, 16"	320	FT	98.00	\$31,360.00	188.00	\$50,160.00	129.13	129.13	\$41,320.00	
21	56103510 Ductile Iron Water Main, 20"	3886	FT	145.00	\$562,870.00	226.00	\$909,254.00	148.44	148.44	\$572,018.78	
22	56105780 Butterfly Valves, 20"	1	EA	4,200.00	\$4,200.00	3,000.00	\$3,000.00	3,608.14	3,608.14	\$3,608.14	
23	56105780 Butterfly Valves, 20"	7	EA	7,500.00	\$52,500.00	4,500.00	\$31,500.00	5,053.60	5,053.60	\$35,375.20	
24	56108900 Tapping Valve and Sleeve, 8"	1	EA	5,400.00	\$5,400.00	4,500.00	\$4,500.00	4,618.50	4,618.50	\$4,618.50	
25	56109100 Tapping Valve and Sleeve, 12"	1	EA	6,500.00	\$6,500.00	5,500.00	\$5,500.00	5,514.20	5,514.20	\$5,514.20	
26	56200700 Water Service Line, 2"	1100	FT	36.00	\$39,600.00	35.00	\$38,500.00	39.84	39.84	\$43,824.00	
27	56201400 Corporation Stops, 1"	20	EA	200.00	\$4,000.00	350.00	\$7,000.00	361.70	361.70	\$7,234.00	
28	56201800 Corporation Stops, 2"	2	EA	600.00	\$1,200.00	1,250.00	\$2,500.00	1,699.00	1,699.00	\$3,398.00	
29	56400820 Fire Hydrant W/Auxiliary Valve and Box	7	EA	4,000.00	\$28,000.00	5,850.00	\$40,950.00	4,152.00	4,152.00	\$28,064.00	
30	60248800 VVA 5 Dia. Tif CI	10	EA	2,500.00	\$25,000.00	2,500.00	\$25,000.00	2,477.50	2,477.50	\$24,775.00	
31	60249198 Valve Box 2"	2	EA	200.00	\$400.00	750.00	\$1,500.00	424.50	424.50	\$849.00	
32	70101700 Traf. Cont. & Protection	1	LS	80,000.00	\$80,000.00	121,000.00	\$121,000.00	80,103.13	80,103.13	\$80,103.13	
33	78000100 Thermoplastic Pavement Marking Letters and Symbols	250	SF	5.00	\$1,250.00	5.00	\$1,250.00	3.92	3.92	\$978.75	
34	78000200 Thermoplastic Pavement Marking Line 4"	1319C	FT	0.75	\$9,992.50	1.00	\$13,190.00	0.72	0.72	\$9,496.80	
35	78000400 Thermoplastic Pavement Marking Line 6"	2670	FT	1.50	\$4,005.00	1.25	\$3,337.50	1.07	1.07	\$2,856.90	
36	85000200 Maintenance of Existing Traffic Signal Installation	3	EA	4,200.00	\$12,600.00	3,000.00	\$9,000.00	2,504.00	2,504.00	\$7,512.00	
37	20000990 Aggregate For Temporary Access	2550	TON	15.00	\$36,250.00	18.00	\$45,900.00	12.57	12.57	\$32,053.50	
38	20019600 Dust Control Watering	5	UNIT	300.00	\$1,500.00	250.00	\$1,250.00	246.00	246.00	\$1,230.00	
39	NA Preconstruction DVD	1	LS	18,000.00	\$18,000.00	2,500.00	\$2,500.00	3,094.50	3,094.50	\$3,094.50	
40	NA Connection to Existing W/M (Non-Pressure)	1	EA	2,500.00	\$2,500.00	5,000.00	\$5,000.00	4,205.00	4,205.00	\$4,205.00	
41	NA Sewer Removal and Replacement 8"	87	FT	60.00	\$5,220.00	80.00	\$6,960.00	62.82	62.82	\$4,594.91	
42	NA Sewer Removal and Replacement, 12"	220	FT	80.00	\$17,600.00	92.00	\$20,240.00	63.59	63.59	\$13,998.70	
43	NA Sewer Removal and Replacement, 15"	54	FT	120.00	\$6,480.00	125.00	\$6,750.00	85.00	85.00	\$4,589.73	
44	NA Sewer Removal and Replacement, 18"	54	FT	145.00	\$7,830.00	150.00	\$8,100.00	122.23	122.23	\$8,600.42	
45	NA Sewer Removal and Replacement, 24"	32	FT	200.00	\$6,400.00	200.00	\$6,400.00	160.20	160.20	\$5,126.40	
46	NA Authorized additional Excavations For Unsuitable Materials	220	CY	20.00	\$4,400.00	100.00	\$22,000.00	50.71	50.71	\$11,156.20	
47	NA Residential Water Meters	2	EA	2,500.00	\$5,000.00	3,800.00	\$7,600.00	2,180.00	2,180.00	\$4,360.00	
48	NA Well Abandonment	2	EA	1,200.00	\$2,400.00	2,500.00	\$5,000.00	2,249.50	2,249.50	\$4,499.00	
				As READ				\$1,790,240.00			\$1,575,633.80
				As Corrected				\$1,790,240.00			\$1,575,633.80

R E S O L U T I O N
R _____
08

**A RESOLUTION AUTHORIZING SIGNATURE OF
PRESIDENT AND CLERK ON AN AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard, and Neri Brothers Construction, Inc. regarding the Water Transmission Main for South Booster project as attached hereto and marked Exhibit "A"; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this 15th day of May, 2008.

Ayes: _____

Nays: _____

Absent: _____

Approved this 15th day of May, 2008.

ATTEST:

William J. Mueller
Village President

Brigitte O'Brien
Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer
Village Attorney



**VILLAGE OF LOMBARD
CONTRACT**

CONTRACT DOCUMENT NUMBER WA-07-01A

This agreement is made this 15th day of May, 2008, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Neri Brothers 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:

Water Transmission Main for South Booster Station; the work will include installation of approximately 4,000 linear feet of 20-inch ductile iron water main beneath the easternmost southbound lane of Meyers Road (County Highway 25) from 14th Street to 22nd Street and supplemental water main on 14th Street to serve the new South Booster Station. 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 WA-07-01A for Water Transmission Main for South Booster Station, consisting of the following:

- i) Cover Sheet
- ii) Table of Contents
- iii) Notice to Bidders on Contract Document Number WA-07-01A - Legal Notice
- iv) General Provisions
- v) Special Provisions
- vi) Plans and Specifications

b. The Contractor's Bid Proposal Dated: May 2, 2008

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 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 substantially complete work under this contract within 77 consecutive calendar days from receiving the Notice to Proceed, allowing for an additional 14 consecutive calendar days for completion of 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 herunto caused this Contract to be executed by their respective duly authorized representatives this 15th day of May, 2008.

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 _____, 2008.

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

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this _____ day of _____, 2008.

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 _____ 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 15, 2008, for the construction of the work designated:

Water Transmission Main for South Booster Station

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 _____, 2008.

VILLAGE OF LOMBARD

BY: _____
Village President
ATTEST: _____
Village Clerk

IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this
_____ day of _____, 2008.

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)

Water Transmission Main for South Booster Station 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 _____, 2008.

Notary Public