# VILLAGE OF LOMBARD REQUEST FOR BOARD OF TRUSTEES ACTION

For Inclusion on Board Agenda Bids and Proposals

CO: President and Village Board of Trustees					
FROM:	Tim Sexton, Acting	Village Manager			
DATE:	September 9, 2013	( <u>B of T</u> )	Date:	September 19 <sup>th</sup> , 2013	
TITLE:	Bid Opening For:	Project Number: F	M-13-04		
SUBMITTED BY:	David A. Dratnol, P.	E., Village Engineer	Asil		
RESULTS: Date Bids Were Publicated Number of Bids Total Number of Bids Bid Security Required Performance Bond Re Were Any Bids Withe Explanation: Waiver of Bids Required If yes, explain: Award Recommende Responsible Bidder? If no, explain:	ished 8/14/13 Biddies Received 5 ders Meeting Specificed equired drawn ested?	ng Closed <u>8/30/13</u>	X X	_No _No _No _No _No	
FISCAL IMPACT:					
	udget estimate: <u>\$38,3</u> \$49,805.50 410.710		-04		
BACKGROUND/R	ECOMMENDATIO	<u>N:</u>			
Has Recommended Bidder Worked for Village Previously  If yes, was quality of work acceptable  Was item bid in accordance with Public Act 85-1295?  Waiver of bids - Public Act 85-1295 does not apply  Yes X No  Yes No  Yes X No					
REVIEW (as needed) Village Attorney XX			Date		
Finance Director XX			Date 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:

Tim Sexton, Acting Village Manager

Through:

Carl Goldsmith, Director of Public Works

From:

David A. Dratnol, P.E., Village Engineer

Date:

September 9<sup>th</sup>, 2013

Subject:

PW Entrance Improvements

Twelve (12) potential bidders purchased plans for the referenced project. Five (5) bids were received and opened at 10:00 A.M. on September 6<sup>th</sup>, 2013.

The bid results (in order of lowest to highest) are listed below:

Contractor	Bid Amount
FBG Corporation	\$49,805.50
D Kersey Construction	\$83,786.00
Kovilic Construction	\$147,224.00
Hard Surface Contractors	Non Responsive
Addison Concrete, Inc.	Non Responsive
Engineers Estimate	\$38,395.00

Two bidders were deemed non-responsive due to incomplete bid packages. The lowest responsible bidder is FBG Corporation of Addison, Illinois with a bid in the amount of \$49,805.50. Staff recommends awarding this contract to FBG Corporation.

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on September 19<sup>th</sup>, 2013. If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.

September 6, 2013 10:00 AM

PW Entrance Improvements Proposal Evaluation E

Eng Est: \$38,395.00

	Contractor	Bid Proposal	Bid Bond (10%)	Addendum #1	Addendum #2	Bidder's Certification	Регютивисе <b>Reference</b>	Pre-Bid Attendance	Total Bid
÷	FBG Corporation	×	×	×	×	×	×	×	\$49,805.50
2,	Hard Service Contractors	Incompete	×	Not included	Not included	×	Not included	×	\$71,525.00
ri	D Kersey Construction	×	×	×	×	×	×	×	\$83,786.00
4	Addison Concrete	×	×	Not included	×	×	Incomplete	×	\$128,574.00
63	Kovilic Construction	×	×	×	×	×	×	×	\$147,224.00
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PROJECT FILE NAME: PW Entrance Improvements

PROJECT NO.: FM-13-04	DATE: September, 6th 2013	TIME: 10:00 AM	

DATE: Septemb TIME: 10:00 AM TABULATED BY	DATE: September, 6th 2013 TIME: 10:00 AM TABULATED BY: MDR			ENGINEER'S ESTIMATE		FBG Corporation 1015 S. Route 83 Elmhurst, IL. 60126	98	Hard Surface Contracto 1400 E. Northwest Hwy Palatine, IL. 60074	tractors I Hwy	D Kerney Construction 4130 Timberland Drive Northbrook, IL 60062	uction Drive D062	Addison Concrete Inc. 220 East Lake Street Addison, IL. 60101		Koville Construction Co. P.O. Box 939 Franklin Park, IL 60131	on Co.	
2	ITEM	CHIAN	TINO	TIND	TOTAL	UNIT	TOTAL	TINO	TOTAL	TINO	TOTAL	TIND	TOTAL	FINO	TOTAL	
2				PRICE		PRICE	•	PRICE		PRICE		PRICE		PRICE		
	Sidentally Removal	964	SF	\$3.00	\$2,592.00	\$1.89	\$1,632.96		\$0.00	83.00	\$2,592.00	\$1,00	\$864.00	\$3.00	\$2,592.00	
	Permand Dien Of Heart Man	150		\$25.00	\$125.00	\$118.20	\$591.00		\$0.00	\$166.00	\$830.00	\$65.00	\$325.00	\$100.00	\$500.00	
	Omemental Hendrail	152	ı	\$130.00	\$ 19,760.00	\$78.97	\$12,003.44		\$0.00	\$105.00	\$15,960.00	\$132.00	\$20,064.00	\$200.00	\$30,400.00	
	Remo PCC Sidewalk	805	ı	2	\$2,286.00	\$7.43	\$3,774.44		\$0.00	\$8.00	\$4,064.00	87.50	\$3,810.00	\$20.00	\$10,160.00	
	PCC Sidewalk Special	455	L	25.50	\$2,047.50	60'2\$	\$3,225.95		\$0.00		\$4,550.00	\$5.50	\$2,502.50	\$10.00	\$4,550.00	
	PCC Walls, 8*	21	رخ	\$185.00	\$3,885.00	\$573.00	\$12,033.00	Ī	\$0.00		\$31,773.00	\$1,907.00	\$40,047.00	\$3,000.00	\$63,000.00	
	Access Stairs		53		\$0.00	\$1,222.00	\$1,222.00		\$0.00	*	\$5,000.00	\$1,200.00	\$1,200.00	\$5,000.00	\$5,000,00	
	Parth Excavation	8	•	\$20.00	\$700.00	\$87.37	\$3,057.95		\$0.00	*	\$6,615.00	\$85.00	\$2,975.00	\$200.00	\$7,000.00	
	Concrete Sealer	364	S.	\$2.00	\$728.00	\$0.62	\$225.68		\$0.00		\$546.00	\$3.00	\$1,092.00	\$3.00	\$1,092.00	
	Beinfornment Bare	768	13	\$1.10	\$844.80	\$1.14	\$875.52		20.00	\$2.00	\$1,536.00	\$55.00	\$42,240.00	\$5.00	\$3.840.DO	
	Trench Backfill	7	П	\$30.00	\$1,020,00	\$67.91	\$2,308.94		\$0.00	\$72.00	\$2,448.00	\$85.00	\$2,890.00	\$190.00	\$6,460.00	
	Non-Special Weste Disposal	1	ı	\$50.00	\$250.00	\$113.20	\$566.00		\$0.00	\$160.00	\$800.00	\$75.00	\$375.00	\$250.00	\$1,250.00	
	Concrete Stoon Rem		Š	\$100.00	\$700.00	\$349.00	\$2,443.00		00:0\$	\$119.00	\$833.00	\$571.00	\$3,997.00	\$300.00	\$2,100.00	
	Concrete Curb Removal	5	5	\$2.00	\$218.00	\$7.93	\$864.37		\$0.00		\$545.00	\$5.00	\$545.00	\$20.00	\$2,180.00	
	Comb. Concrete Curb& Gutter, Type	109	ä	\$11.00	\$1,199.00	\$22.69	\$2,473.21		\$0.00	\$38.00	\$4,142.00	\$18.00	\$1,962.00	\$40.00	360.00	
	B6.12					١						-	000000	00.00	4000.00	
	Tonsoil Furnish and Place, 6*	89	XS K	\$10.00	\$680.00		\$1,158.04		\$0.00			M.C#4	13,000.0U	310.00	1000	
	Sodding	89	λS	\$20.00	\$1,360.00		\$1,003.00		\$0.00			2	\$285.60	\$20.00	21,360.00	
	Detectable Warning	20	SF		\$0.00	\$17.35	\$347.00		\$0.00	230.00	\$600.00	\$17.00	\$340.00	00.05.\$	\$/00.00	
				as read	\$38,395,30		\$49,806.00	1	\$71,525.00		\$83,766.00		\$128,577.00		\$147,224.00	

## **VILLAGE OF LOMBARD**

## **CONTRACT**

# CONTRACT DOCUMENT NUMBER FM-13-04

Thi	s agre	eement	is made this day of, 2013, between and shall be
bino	ding 1	upon th	ne Village of Lombard, an Illinois municipal corporation (hereinafter referred to
as t	he "V	'illage'	') and (hereinafter
refe	rred	to as th	') and (hereinafter e "Contractor") and their respective successors.
Wit	nesse cume	ed, that nts, the	in consideration of the mutual promises of the parties delineated in the Contract Contractor agrees to perform the services and the Village agrees to pay for the ces as set forth in the Contract Documents:
1.			act shall embrace and include all of the applicable Contract Documents listed fattached hereto or repeated herein:
	a.		act Document Number FM-13-04 for PW ENTRANCE OVEMENTS, consisting of the following:
		i)	Cover Sheet
		ii)	Table of Contents
		iii)	Notice to Bidders on Contract Document Number FM-13-04 - Legal Notice
		iv)	General Provisions
		v)	Special Provisions
		vi)	Plans and Specifications
	b.	The C	Contractor's Bid Proposal Dated:
	c.	Requi	red Performance and Payment Bonds and Certificate(s) of Insurance
	d.	Execu	ated 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 37 calendar days from the date of the Notice to Proceed. 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 Lo each hereunto caused this Contract to be executed by representatives this day of 2013.	
If an individual or partnership, the individual or all pofficer(s) duly authorized shall sign.	partners shall sign or, if a corporation, an
Print Company	Name
Individual or Partnership Corporation	<del></del>
Accepted this day of, 2013.	
Ву	Position/Title
Ву	Position/Title
THE VILLAGE OF LOMBARD, ILLINOIS	
Accepted this day of, 2013.	
Attest:	Keith Giagnorio, Village President

#### VILLAGE OF LOMBARD

#### CONTRACT BOND

KNOW ALL MEN BY THESE I	PRESENTS, that we	<u> </u>	_, a company
organized under the laws of the State of	and 1	icensed to do busines	s in the State
of Illinois as Principal and	, a corporation	on organized and exist	ting 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 u	nto the Village of Lo	mbard, State of Illinoi	s in the penal
sum of		dollars (\$	)
lawful money of the United States, well	and truly to be paid u	nto said Village for th	e payment of
which we bind ourselves, our successors	and assigns, jointly,	severally, and firmly b	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 9/19/2013, for the construction of the work designated:

#### PW ENTRANCE 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 day of, 2013.	IN WITNESS WHEREOF, We have duly xecuted the foregoing Obligation this day of, 2013.
VILLAGE OF LOMBARD	PRINCIPAL:
BY: Keith Giagnorio Village Presider	BY:
ATTEST:	ATTEST:
Sharon Kuderna Village Clerk	
	SURETY:
	BY:
	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)
	VENTRANCE IMPROVEMENTS to the Village of Lombard, hereby certifies that said intractor:
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:
	<ul> <li>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</li> <li>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.</li> </ul>
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
is/	(Name of employee/driver or "all employee drivers") are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.
	By:
	Authorized Agent of Contractor
	bscribed and sworn to fore me this y of, 2013.
No	tary Public