

**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: August 8, 2006
AGENDA DATE: August 17, 2006
TITLE: Bid Opening For: Westmore-Meyers Road Underground Utility Project
SUBMITTED BY: David A. Dratml, P.E., Village Engineer *DR*

RESULTS:

Date Bids Were Published 07/12/06 Bidding Closed 08/08/06
 Total Number of Bids Received 7
 Total Number of Bidders Meeting Specifications 7

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 Were Any Bids Withdrawn Yes X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 \$1,679,892.00 (\$1,713,307 with alternate 1)/\$1,456,000.00
 Amount of Award \$1,589,281.25
 Fund Breakdown: Water & Sewer Capital Reserve \$1,589,281.25
 Project #0607

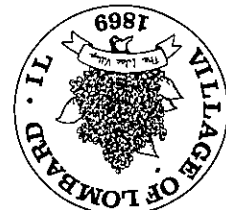
BACKGROUND/RECOMMENDATION:

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 8/9/06
 Finance Director XX *William T. Lichter* Date 8/9/06
 Village Manager XX *W.M. Lichter* Date 8/10/06

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: Wesley B. Anderson, - Director of Public Works
 David A. Drathol, P.E. - Village Engineer
From: August 8, 2006
Date: August 8, 2006
Subject: Westmore-Meyers Road Underground Utility Project

Project Number: ST-06-03A

The Westmore-Meyers Road Underground Utility Project consists of the installation of approximately 2,500 feet of 42 inch-diameter storm sewer, 600 feet of 24 inch-diameter storm sewer, 1,100 feet of 18 inch-diameter storm sewer, 300 feet of 15 inch-diameter storm sewer, 2,200 feet of 12 inch-diameter storm sewer and 25 manholes of various diameters. The project also includes 12 fire hydrants, water main adjustments, replacement of PVC sanitary sewer by horizontal directional drilling, water service connections, sanitary service connections, pavement patching, trench backfill and structure remediation.

The Public Works Department sold eleven plan sets to potential bidders and suppliers for this project. Seven bids were received and opened at 11:00 A.M. on August 8, 2006. The results are listed below:

Company	Base	Base & Alt 1
John Neri Construction Co	\$1,571,351.25	\$1,589,281.25
Alamp Concrete Contractors	\$1,597,712.80	\$1,634,387.80
Swallow Construction Co	\$1,813,801.50	\$1,844,771.50
Neri Brothers Construction Co.	\$1,799,062.40	\$1,876,487.40
Bolder Contractors Inc.	\$1,956,520.52	\$1,989,120.52
Cerniglia Co.	\$2,400,094.00	\$2,457,144.00
J. Congdon Sewer Service, Inc.	\$2,425,780.00	\$2,507,280.00
Engineer's Estimate	\$1,679,892.00	\$1,713,307.00

PW Engineering staff has called the provided references for the low bidder, John Neri Construction Company, Inc., including the Village of Glen Ellyn, City of Elmhurst, and the Village of Addison, and received positive feedback. John Neri Construction is currently working in the Village on the Northeast Area Lombard Improvements Project and has performed satisfactorily to date.

The Engineering Division recommends the award of this contract (Base Bid & Alternate 1) to John Neri Construction Company, Inc. of Addison, Illinois. Alternate 1 provides for a temporary concrete patch in lieu of cold-patch asphalt material. Please note that if the concrete patch is used exclusively in place of the cold patch, there will be a deduct to the contract at the completion of work.

Please present this agreement and resolution to the President and Board of Trustees for their review at their regular meeting of August 17, 2006. If approved, please have both signed copies returned to Public Works Engineering for further processing.

DN/h

File: ST-06-03A

H:\PW\PW-ENGL\Projects\FY2005\ST05-08\Bidding\B0TBidMemo.doc

**VILLAGE OF LOMBARD
CONTRACT**

CONTRACT DOCUMENT NUMBER ST-06-03A

Westmore-Meyers Road Underground Utility Project

This agreement is made this 17th day of August, 2006, between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as the "Village" and John Neri Construction Company, 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 Westmore-Meyers Road Underground Project consists of the installation of approximately 2,500 feet of 42 inch-diameter storm sewer, 600 feet of 24 inch-diameter storm sewer, 1,100 feet of 18 inch-diameter storm sewer, 300 feet of 15 inch-diameter storm sewer, 2,200 feet of 12 inch-diameter storm sewer and 25 manholes of various diameters. The project also includes 12 fire hydrants, water main adjustments, replacement of PVC sanitary sewer by horizontal directional drilling, water service connections, sanitary service connections, pavement patching, trench backfill and structure remediation.

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-06-03A for the Westmore-Meyers Road Underground Utility Project consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number ST-06-03A - Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
- b. The Contractor's Bid Proposal Dated: August 8, 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 substantially complete work on this project within 270 calendar days from the date of the Notice to Proceed. Final completion of all items must be done within 30 calendar days of substantial completion or liquidated damages will begin to accrue. 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. Final payment shall not be issued by the Village 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 17th day of August, 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.

John Neri Construction Company, Inc.

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

By _____
Position/Title _____

By _____
Position/Title _____

THE VILLAGE OF LOMBARD, ILLINOIS
Accepted this 17th day of August, 2006.

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 August 17, 2006, for the construction of

the work designated:

Westmore-Meyers Road Underground Utility Project

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, fixtures or machinery furnished to such Principal for the purpose of performing such work, and has further agreed to guarantee 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 17th day of August, 2006.

VILLAGE OF LOMBARD

BY:

Village President

ATTEST:

Village Clerk

PRINCIPAL:

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

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)

Westmore-Meyers Road Underground Utility Project 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 _____, 2006.

Notary Public

Section 2: Recycler shall, after removing such items from the aforementioned location, legally dispose of them by approved recycling methods and may collect and retain any compensation paid for said items to be recycled.

Section 1: The Recycler shall participate in the "Recycling Extravaganza" by making available vehicles, drivers, and all necessary equipment between the hours of 8 a.m. and 5 p.m. at the Village Hall Complex, 255 E. Wilson Avenue, Lombard, Illinois for the purpose of taking possession of, removing and disposing of, through recycling, items that are brought to that location by persons wishing to have such items recycled.

Sponsors and Recycler agree as follows:

NOW, THEREFORE, in consideration of the promises and covenants contained herein the

purposes and wishes to participate in the "Recycling Extravaganza" for its own benefit and profit.

WHEREAS, the Recycler is engaged in the business of collecting items for recycling

properly recycle the items; and

curbside pick up to the Village Hall Complex, Lombard, Illinois for pick up by a Recycler who will

by inviting Village residents to bring those recyclable items that cannot be disposed of through

WHEREAS, on September 16, 2006, the Village will conduct a "Recycling Extravaganza"

that are recyclable but that cannot be recycled through curbside pick up; and

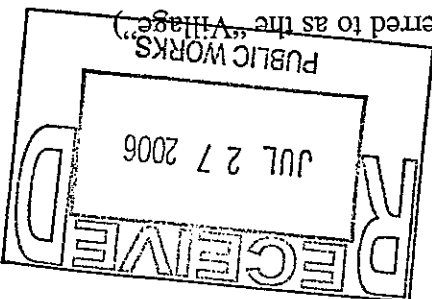
WHEREAS, the Village wishes to assist its residents in disposing of certain household items

Sept. _____, 2006.

and Acme Refining (hereinafter referred to as the "Recycler") on the 16 day of

This Agreement made by the Village of Lombard (hereinafter referred to as the "Village")

AGREEMENT



Village of Lombard
Attn: Wes Anderson, Director of Public Works
255 E. Wilson Avenue
Lombard, Illinois 60148

naming the Village and their respective officers, agents, employees, successors and assigns as additional insureds and stating that the Policy will not be cancelled or changed without providing thirty (30) days prior written notice. Certificates of insurance must be presented to:

\$1,000,000	Bodily injury, each person, each occurrence
\$3,000,000	Bodily injury, aggregate, each occurrence
\$ 500,000	Property Damage Liability, each person, each occurrence
Statutory	Workers' Compensation
\$ 500,000	Employees' Liability, per occurrence

Commercial General Liability

covers:

Section 5: A certificate of insurance must be provided exhibiting the following

of, this Agreement.
misconduct of the Recycler, its officers, agents and/or employees arising out of, or in performance sustained by any person, persons, or property on account of any act or omission, neglect or agents, employees, successors and assigns from lawsuits, actions, costs (including attorneys' fees), and claims or liabilities of any character brought because of any injuries or damages received or **Section 4:** The Recycler shall indemnify and hold harmless the Village, their officers,

recyclers.
Section 3: The Village shall provide volunteer workers to accept items brought to the Recycling Extravaganza for recycling and to assist in distributing said items among participating

This Agreement is executed on behalf of the Sponsors and the Recycler by the duly

authorized agents of each.

FOR THE RECYCLER

By: *Marissa Nunez*

Its *Marissa Nunez*

ATTEST:

By: _____

Its _____

FOR THE SPONSORS

By: William J. Mueller, Village President

ATTEST:

By: Brigitte O'Brien, Village Clerk

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

OP ID MH
ACME-02
DATE (MM/DD/YYYY) 07/31/06

PRODUCER Halberg Commercial Insurers
120 W. 22nd Street Ste. 200
Oak Brook IL 60523
Phone: 630-574-2022 Fax: 630-574-2036

INSURERS AFFORDING COVERAGE
INSURER A: AIG Insurance
INSURER B:
INSURER C:
INSURER D:
INSURER E:

INSURED
ACME REFINING SCRAP IRON & METAL COMPANY INC.
3357 S. JUSTINE AVENUE
CHICAGO IL 60608-9988

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD TYPE OF INSURANCE POLICY NUMBER DATE (MM/DD/YY) POLICY EFFECTIVE DATE (MM/DD/YY) LIMITS

A X	GENERAL LIABILITY	EGU7574976	10/01/05	10/01/06	EACH OCCURRENCE \$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
A X	COMMERCIAL GENERAL LIABILITY	EGU7574976	10/01/05	10/01/06	PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
A X	AUTOMOBILE LIABILITY	7574977	10/01/05	10/01/06	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
A	GARAGE LIABILITY	EGU7574978	10/01/05	10/01/06	AGGREGATE \$ 10,000,000
					EACH OCCURRENCE \$ 10,000,000
A	EXCESS/UMBRELLA LIABILITY	EGU7574978	10/01/05	10/01/06	AGGREGATE \$ 10,000,000
					EACH OCCURRENCE \$ 10,000,000
A	EMPLOYERS LIABILITY	WC3420351	10/01/05	10/01/06	E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A	POLLUTION	EGU7574976	10/01/05	10/01/06	OCC \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000

A	ANY AUTO	EGU7574977	10/01/05	10/01/06	PROPERTY DAMAGE (Per accident) \$
					BODILY INJURY (Per person) \$
A	ANY AUTO	EGU7574978	10/01/05	10/01/06	AGGREGATE \$ 10,000,000
					EACH OCCURRENCE \$ 10,000,000
A	ANY AUTO	EGU7574976	10/01/05	10/01/06	AGGREGATE \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000

A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	WC3420351	10/01/05	10/01/06	WC STATUTORY LIMITS \$
					OTHER \$
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	EGU7574976	10/01/05	10/01/06	AGGREGATE \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
A	OTHER SPECIAL PROVISIONS below	EGU7574976	10/01/05	10/01/06	AGGREGATE \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000

A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	EGU7574976	10/01/05	10/01/06	AGGREGATE \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
A	OTHER SPECIAL PROVISIONS below	EGU7574976	10/01/05	10/01/06	AGGREGATE \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000

A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	EGU7574976	10/01/05	10/01/06	AGGREGATE \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
A	OTHER SPECIAL PROVISIONS below	EGU7574976	10/01/05	10/01/06	AGGREGATE \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000

IT IS AGREED THAT THE VILLAGE OF LOMBARD IS ADDED AS ADDITIONAL INSURED BY THE ABOVE GENERAL LIABILITY WITH RESPECTS TO WORK BEING PERFORMED BY THE NAMED INSURED.

CERTIFICATE HOLDER CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE: *John Johnson*
 VILL-41
 Village of Lombard
 Attn: John Johnson
 255 E. Wilson Avenue
 Lombard IL 60148