

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: October 26, 2004 Agenda Date: November 4, 2004
 TITLE: Hammerschmidt Commuter Parking Lot – Seat Wall

SUBMITTED BY: David A. Hulseberg, Director of Community Development *DH*

RESULTS:

Date Bids Were Published:.....Date:

Bidding Closed:.....Date:

Total Number of Bids Received.....

Total Number of Bidders Meeting Specifications.....

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Were Any Bids Withdrawn ☐ Yes ☐ No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: See attached memo

Award Recommended to Lowest Responsible Bidder..... ☐ Yes ☐ No

If no, explain: See attached memo

FISCAL IMPACT:

TIF Fund - \$21,900

7402.756420.0408

Proj. #0408

BACKGROUND/RECOMMENDATION:

See Attached Memo

Has Recommended Bidder Worked for Village Previously ☒ Yes ☐ No

If yes, was quality of work acceptable ☒ Yes ☐ No

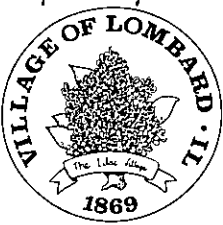
Was item bid in accordance with Public Act 85-1295? ☐ Yes ☐ No

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

REVIEW (as needed):

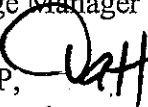
Finance Director XX *Timothy Sexton* Date *10/28/04*
 Village Manager XX *William T. Lichter* Date *10/28/04*

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 Noon, Wednesday, prior to the Board Agenda distribution.



MEMORANDUM

TO: William T. Lichter, Village Manager

FROM: David A. Hulseberg, AICP, 
Director of Community Development

DATE: October 21, 2004

SUBJECT: **Seat Wall with Memorial Plaque – Hammerschmidt Commuter Parking Lot**

Please present the attached item to the Board of Trustees for their review and consideration at the Board Meeting scheduled for November 4, 2004. Staff is requesting that the Board of Trustees waives the public bid requirements and award a contract to Pezza Landscaping, Inc. in the amount of \$21,900.00 to construct about 70 lineal feet of seat wall. The seat wall would be constructed and just north of the new Hammerschmidt Commuter Parking Lot, south of the sidewalk, on the south side of St. Charles Rd. Please see the attached plans. Pezza Landscaping, Inc. is currently constructing the Volunteer Tribute Park at the corner of Main Street and St. Charles Rd. for the Village.

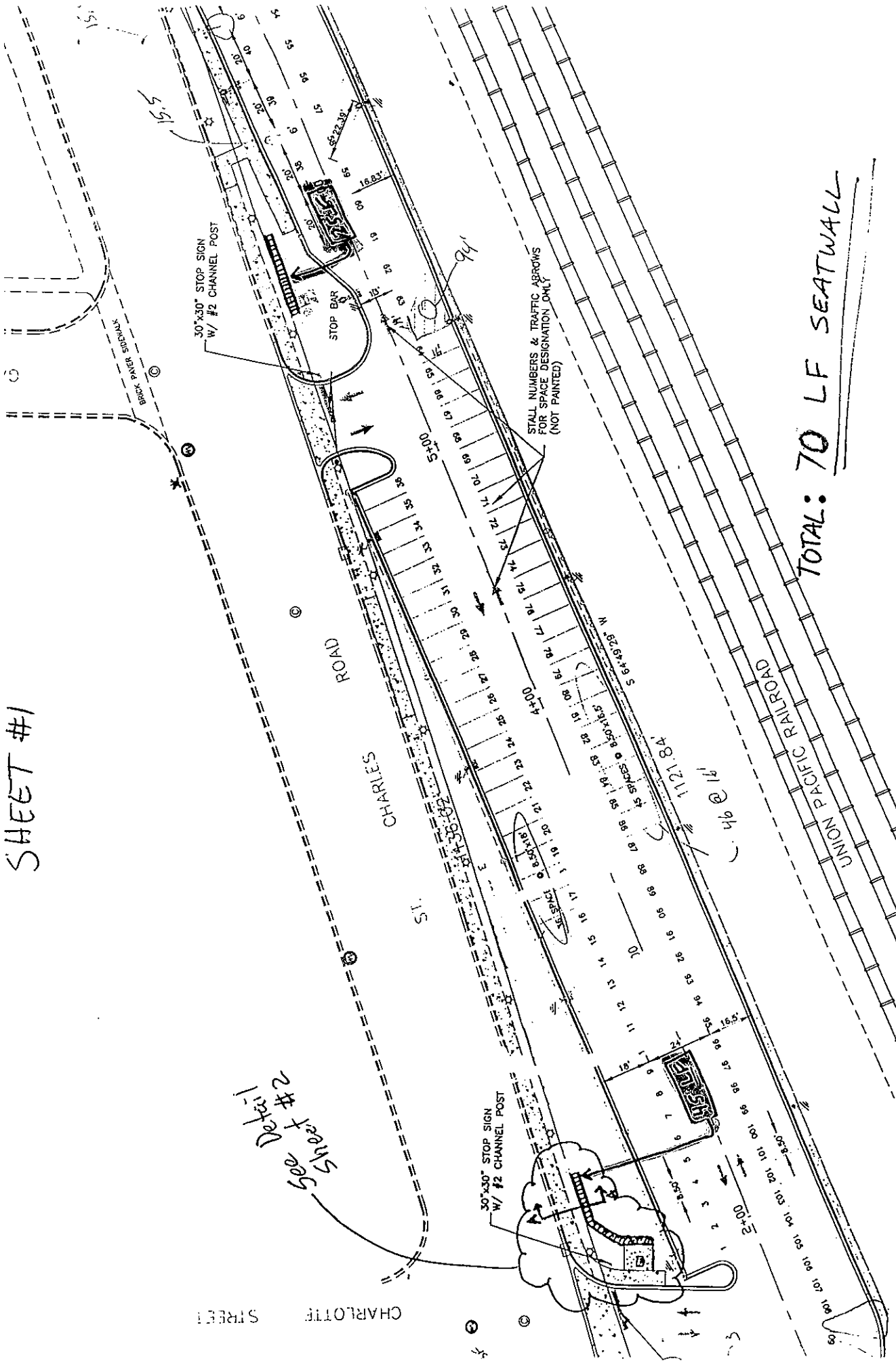
In the past the Village of Lombard has had a difficult time soliciting quotes for this type of work. Based on the cost of past projects we feel that this is a very good price for this type of work. The seat wall in front of the parking lot at the Texan Restaurant in the downtown which was competitively quoted cost the Village of Lombard \$24,952.00 for 66 lineal feet of seat wall. That converts to a low bid unit price of \$378.06 per LF for the wall in front of the Texan. The average unit price by qualified Bidder's for seat wall as part of the North Park Ave. Parking Lot project was \$375.00 per LF. Pezza Landscaping proposed unit price is \$312.86 per LF, about 16.5% cheaper than prices we have seen in the past.

Due to the excellent price quoted for this work we recommend that the Board of Trustees waive the public bid requirements and award a contract to Pezza Landscaping, Inc. in the amount \$21,900.00 to complete the seat wall. It is anticipated that TIF funds would be used to pay for this project.

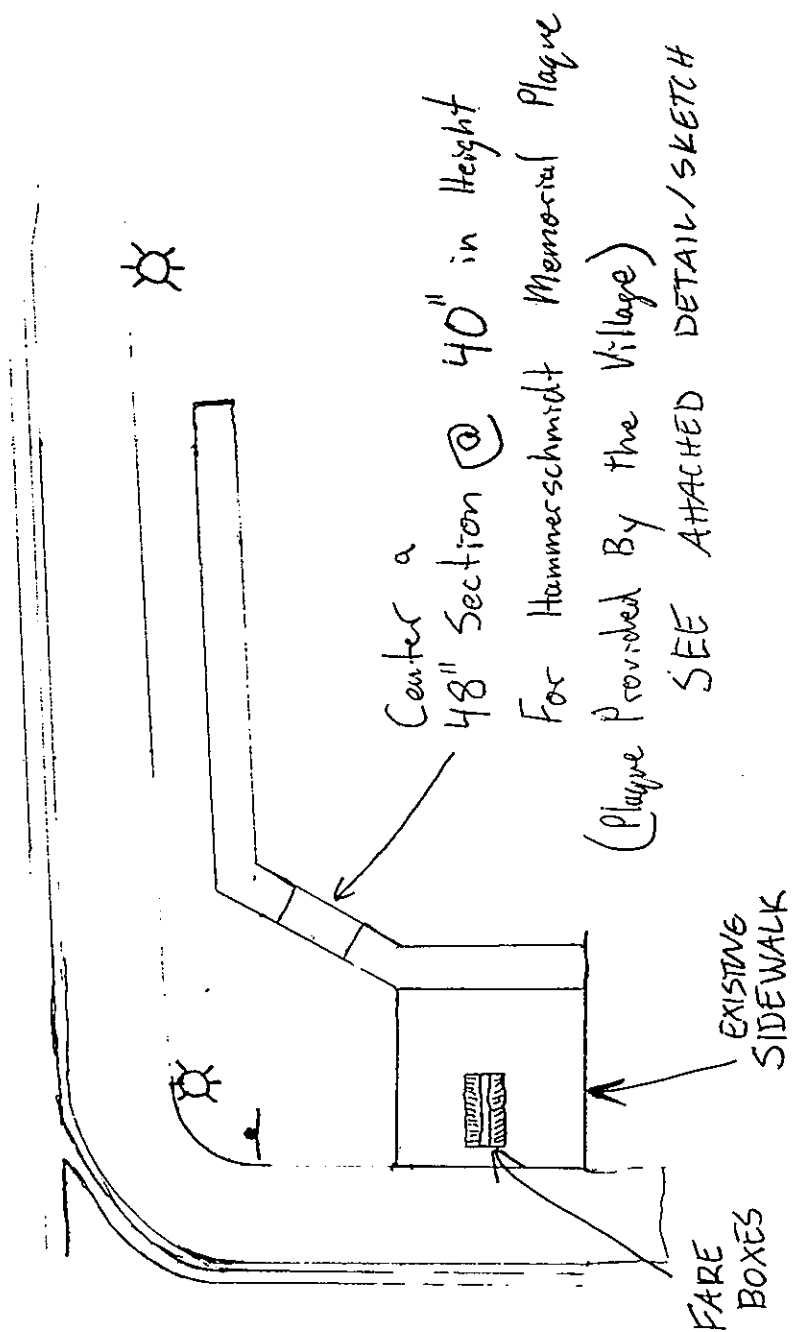
cc: PES File

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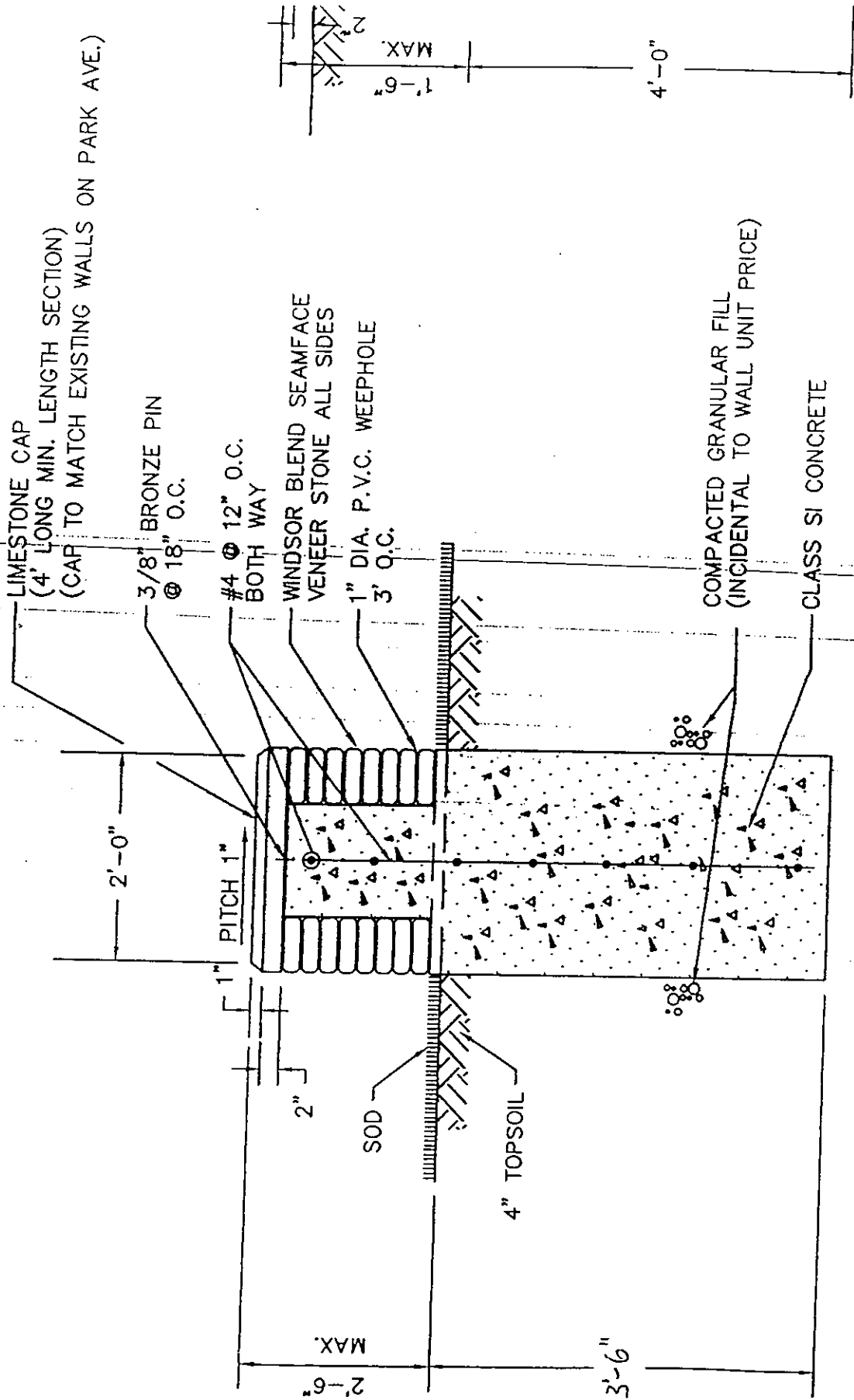
SHEET #1



TOTAL: 70 LF SEATWALL

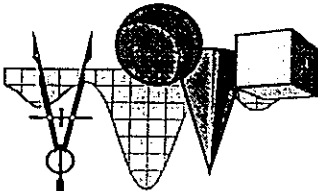


WALL SECTION AA

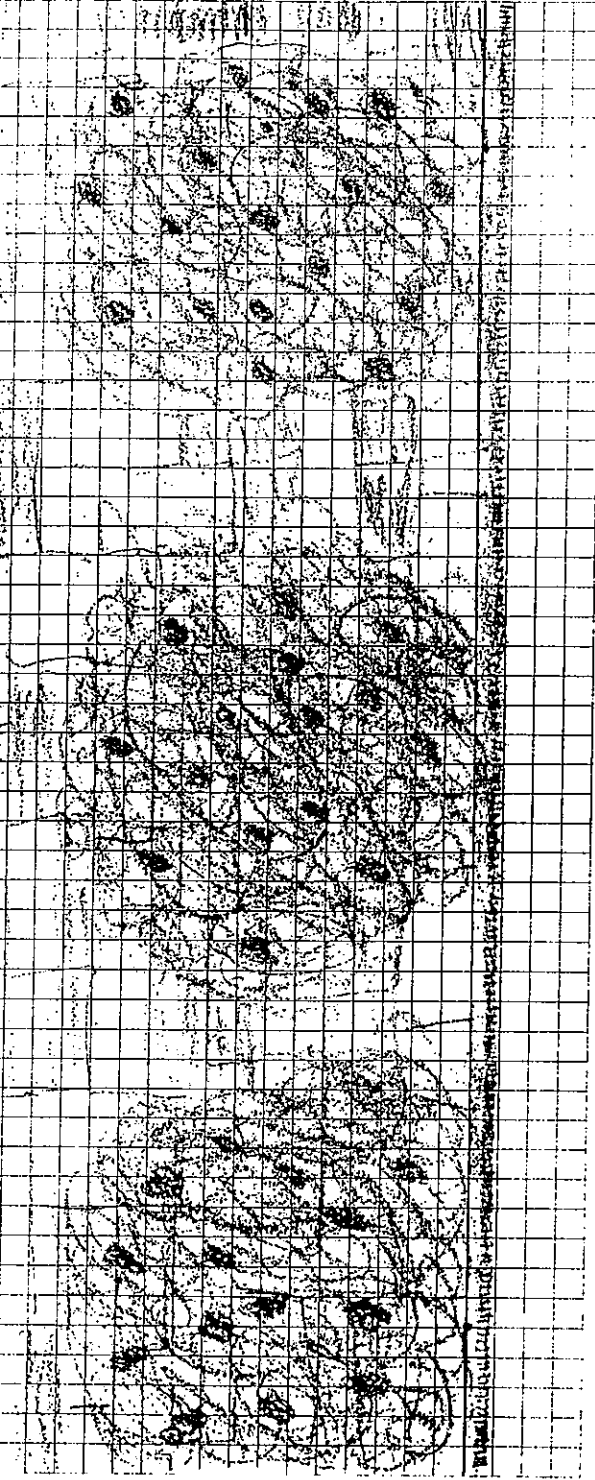


WALL TYPE 1 DETAIL
NO SCALE

School Name
Teacher Name
Class/Project
Year/Semester/Quarter



IN MEMORY
WILLIAM HAMMERSCHNIDT
PRESIDENT & FOUNDER
LOMBARD BRICK & TILE CO.
1853-1924



VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER PES-04-12

This agreement is made this 4th day of November, 2004, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and Pezza Landscaping Inc. hereinafter referred to as (the "Contractor").

Witnesseth That in consideration of the mutual promises of the parties delineated in the Contract Documents, and herein, the Contractor agrees to sell and install and the Village agrees to pay for the following described items and the installation of the same as set forth in the Contract Documents:

The project is officially known as "SEAT WALL FOR THE HAMMERSCHMIDT COMMUTER PARKING LOT". The base bid for the project will include the installation of 70 lineal feet of seat wall and landscape restoration, for a total contract award amount of \$21,900.00.

1. This Contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
 - a. Request for Proposal Letter Dated October 12, 2004
for - **SEAT WALL FOR THE HAMMERSCHMIDT COMMUTER PARKING LOT CONSTRUCTION & LANDSCAPING**, consisting of the following:
 - i) Cover Sheet
 - ii) Plans and Specifications
 - b. The Contractor's Proposal Dated October 14, 2004.
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 by December 17, 2004. 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. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.

6. The Contractor represents and warrants that it will comply with all applicable Federal, State and local laws concerning prevailing wage rates regarding installation services provided under this Contract and all Federal, state and local laws concerning equal employment opportunities.
7. 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 4th day of November, 2004.

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

Accepted this ____ day of _____, 20__.

Individual or Partnership _____ Corporation _____

Print Company Name

By

Position/Title

By

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this ____ day of _____, 20__.

William J. Mueller, Village President

Attest:

Barbara A. Johnson, Acting Village Clerk

Landscape Proposal



PEZZA LANDSCAPE, INC.
 P.O. BOX 308 • WARRENVILLE, IL 60555-0308 • 630/393-7373 • 708/544-4348
 EXCELLENCE SINCE 1951

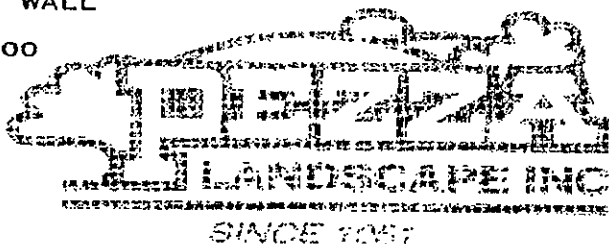
Sheet No. 1 OF 1
 Date 10/14/04

Proposal Submitted To		Work To Be Performed At	
Name VILLAGE OF LOMBARD	Job Name SAME		
Street 255 E WILSON AVE	Street		
City LOMBARD	State IL	City	State
Telephone Number ATTN: MATTHEW FISETTE	Architect GEORGE	Date of Plans	

Thank you for your interest in Pezza Landscape, Inc. We hereby propose to furnish the materials and perform the labor necessary to complete in a substantial and workmanlike manner:

MAIN ST. & ST. CHARLES RD. VOLUNTEER TRIBUTE PARK
70 L.F. OF SEAT WALL

\$21,900.00



RECEIVED

OCT 15 2004

COMMUNITY
DEVELOPMENT

TERMS & CONDITIONS OF CONTRACT

Subject to extra charge for concealed contingencies such as rock, debris, poor drainage situations, etc., not readily apparent in estimating. Not responsible for ground settlement due to prior excavation. Owner responsible for location of property lines and utility lines. All permits necessary shall be paid for by the owner.

PEZZA LANDSCAPE, Inc. not responsible for damage to any type of underground object/utility or sidewalks/drives or other objects unless designated prior to the beginning of work on appropriate drawings. Theft of plants or materials on the site will be the owner's responsibility.
Guarantee: Guarantee is null and void unless full payment has been made at time of completion. All plants guaranteed to live for one year from planting except plants in pots, planters, under overhang, damaged by an act of nature, or for bulbs, annuals, perennials, or roses. Individual plants replaced one time only. Failure to provide proper maintenance by owner shall void guarantee and replacements. All seeding/sodding areas guaranteed to show satisfactory growth with no bare spots larger than 1 square foot for a period of 90 days from seeding/sodding. Not responsible for major erosion/washouts. Construction guaranteed for 1 year from installation. Guarantee shall cover labor and materials but not cover normal reactions of materials i.e. fine cracks in concrete products or "checking" of wood products.

Payment Disclosure: Purchases of Services are due and payable at time of completion. No finance charges imposed if paid in full within 5 Days of Invoice date. **FINANCE CHARGE** imposed from invoice date on the balance of purchase at a periodic rate of 1.5% per month (18% ANNUAL PERCENTAGE RATE). Payments applied first to previously billed **FINANCE CHARGES**, and thereafter, in order, to the previous invoice and finally to new invoices. In the event legal action must be taken to collect the amount herein, Purchaser agrees to pay reasonable attorney fees, court costs and all other expenses of collection.

All material is guaranteed to be as specified, and above work to be performed in accordance with the drawings and specifications submitted. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by Contractor.

COMPLETE TOTAL

J.U.L.I.E. — 1-800-892-0123

DIG # _____

Respectfully submitted _____

George Murphy
PEZZA LANDSCAPE, INC.

This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. I (We) hereby acknowledge receipt of the Terms & Conditions of Contract.

Date _____ Signature _____