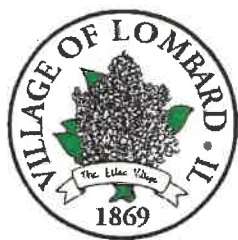


**NOTE: All materials must be submitted to and approved by the Village Manager's Office by 4:30 pm, Wednesday, prior to the Board Agenda distribution.**

## Interoffice Memo



**To:** Scott Niehaus, Village Manager  
**Through:** Carl Goldsmith, Director of Public Works  
**From:** David Gorman, P.E., Assistant Director of Public Works *DG*  
**Date:** February 25, 2025  
**Subject:** Lombard Meadows – Phase IV

The Lombard Meadows – Phase IV project area involves the reconstruction of Hawthorne Circle and Cherry Lane south of Magnolia Circle to East Wilson Avenue, which includes approximately 2,052 linear feet of right-of-way. The scope of work is comprised of the removal and replacement of the existing pavement, curbs, and sidewalk. Additional work includes full driveway apron replacement, storm sewer drainage improvements, manhole replacement/adjustments, water and sanitary sewer service replacement/rehabilitation, water main replacement and lining, valve replacement, seeding, sodding and street lighting. The project includes two alternatives for sanitary sewer construction. Alternate 1 is a “trenchless” option where the existing sewer main, and service lines are proposed to be rehabilitated through a cured in place pipe process (CIPP). Alternate 2 is a traditional “open cut” replacement of the sanitary sewer system.

A total of twenty-nine (29) potential bidders and subcontractors purchased bid documents. On February 25, 2025, at 11:00 AM, Public Works - Engineering opened three (3) electronically submitted bids. The results are summarized below:

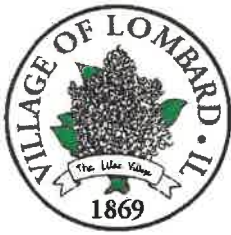
Company	Base Bid	Alternate 1	Alternate 2
John Neri Construction, Inc.	\$2,396,044.45	\$1,297,437.50	\$1,202,078.90
A Lamp Contractors, Inc.	\$3,124,978.49	\$1,318,927.47	\$1,018,727.70
Acqua Contractors	\$3,620,601.10	\$1,348,973.23	\$1,010,671.20
<b>Engineer's Estimate</b>	<b>\$2,628,498.00</b>	<b>\$1,275,610.50</b>	<b>\$1,258,404.00</b>

Staff can provide detailed bid tabulations upon request. Complete bid tabulations will be made available through QuestCDN (online bidding site) after March 7<sup>th</sup>, pending the Village Board of Trustees award of the contract.

Public Works-Engineering recommends the award of this contract (Base Bid & Alternate 2) in total amount of \$3,598,123.35 to John Neri Construction, Inc. of Addison, Illinois as the lowest responsible and responsive bidder. The Capital Improvement Plan construction contract budget is \$3,683,000.00. John Neri Construction has worked on several projects within the Village, most recently as the general contractor on the North Grace Street Utility Improvements project and in 2020 as a subcontractor in the Lombard Meadows - Phase III/Circle Avenue project.

RGS/DG

H:\PW\PW-Eng\PROJECTS\FY2016\ST 16 03 Lombard Meadows - Phase 4 (Cherry & Hawthorne)\Construction\BoT\BoT Bid Award Memo ST-16-03.docx



## VILLAGE OF LOMBARD CONTRACT

### CONTRACT DOCUMENT NUMBER ST 15 03

This agreement is made on this 6th day of March 2025, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and John Neri 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 services, and the Village agrees to pay for the following services as set forth in the Contract Documents:

"LOMBARD MEADOWS – PHASE IV". This project will consist of the reconstruction of Hawthorne Circle and Cherry Lane south of Magnolia Circle to East Wilson Avenue. The total length of the project is approximately 2,000 feet. The scope of work includes the removal of existing pavement, base course, and subbase to the proposed subgrade elevation. The roadways will be replaced with 9" subbase granular material, 4" hot-mix asphalt binder course, and 2" hot-mix asphalt surface course. Furthermore, curb & gutter removal and replacement and lining, sidewalk replacement, driveway construction, storm sewer construction, water main replacement, sanitary sewer service replacement, sanitary sewer lining, and street lighting are also within the scope of the project. This work shall be performed for the not to exceed contract price of \$3,598,123.35 (Base and Alternate 2).

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 165 03 for LOMBARD MEADOWS - PHASE IV, consisting of the following:
    - 1) Project Specifications
      - i) Cover Sheet
      - ii) Table of Contents
      - iii) Notice to Bidders on Contract Document Number ST 16 03 - Legal Notice
      - iv) Project Special Provisions
      - v) Instructions to Bidders on Filling Out Forms
      - vi) Bid Proposal
      - vii) Bidders Certification
      - viii) Performance Reference Form
      - ix) Appendix 1 – 16
    - 2) Project Plans
    - 3) Addenda #1
    - 4) The Contractor's Bid Proposal Dated: February 25, 2025
    - 5) Required Performance and Payment Bonds and Certificate(s) of Insurance
    - 6) 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.

LOMBARD MEADOWS – PHASE IV

Contract ST 16 03

Page 2 of 6

3. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall fully complete work under this contract within 180 calendar days from the date of the Notice to Proceed. Time is of the essence regarding 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 hereunto caused this Contract to be executed by their respective duly authorized representatives on this 6th day of March 2025.

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 \_\_\_\_\_, 2025.

\_\_\_\_\_  
By Position/Title

\_\_\_\_\_  
By Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 6<sup>th</sup> day of March 2025.

\_\_\_\_\_  
Keith Giagnorio, Village President

Attest:

\_\_\_\_\_  
Elizabeth Brezinski, 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 March 6, 2025, for the construction of the work designated:

**LOMBARD MEADOWS - PHASE IV**

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 \_\_\_\_\_, 2025.

VILLAGE OF LOMBARD

BY: \_\_\_\_\_  
Keith Giagnorio, Village President

ATTEST:

\_\_\_\_\_  
Elizabeth Brezinski, Village Clerk

IN WITNESS WHEREOF, We have duly  
executed the foregoing Obligation this  
\_\_\_\_ day of \_\_\_\_\_, 2025.

PRINCIPAL:

\_\_\_\_\_

BY: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

SURETY: \_\_\_\_\_

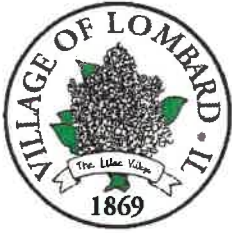
BY: \_\_\_\_\_  
(Title)

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)

LOMBARD MEADOWS - PHASE III 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 \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public