

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: Scott R. Niehaus, Village Manager

DATE: March 7, 2023 MEETING DATE: March 16, 2023

TITLE: Bid Opening For: North Grace Street Utility Improvements

SUBMITTED BY: David Gorman, P.E., Assistant Director of Public Works *DEY*

RESULTS:

Date Bids Were Published 01/12/23 Bidding Closed 03/6/23

Total Number of Bids Received _____

Total Number of Bidders Meeting Specifications _____

Bid Security Required	<u>X</u>	Yes	_____	No
Performance Bond Required	<u>X</u>	Yes	_____	No
Were Any Bids Withdrawn	_____	Yes	<u>X</u>	No

Explanation:

Waiver of Bids Requested?	_____	Yes	<u>X</u>	No
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If yes, explain:

Award Recommended to Lowest Responsible Bidder?	<u>X</u>	Yes	_____	No
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If no, explain:

FISCAL IMPACT:

Budget Estimate: \$2,769,000.00

Engineer's Estimate: Base: \$3,037,097.00 Alternate 1: \$18,750.00 Alternate 2: \$18,750.00

Amount of Award: \$2,721,816.15 Base (\$2,687,966.15) plus Alternate 1(\$33,850.00)

Fund: \$2,721,816.15 Water/Sewer Capital Reserve Fund

BACKGROUND/RECOMMENDATION:

Has Recommended Bidder Worked for Village Previously	<u>X</u>	Yes	_____	No
If yes, was the quality of work acceptable	<u>X</u>	Yes	_____	No
Was the item bid in accordance with Public Act 85-1295?	<u>X</u>	Yes	_____	No
Waiver of bids - Public Act 85-1295 does not apply	_____	Yes	<u>X</u>	No

REVIEW (as needed):

Village Attorney XX _____	Date _____
Finance Director XX _____	Date _____
Village Manager XX _____	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: Scott Niehaus, Village Manager
Through: Carl Goldsmith, Director of Public Works *g*
From: David Gorman, P.E., Assistant Director of Public Works *DG*
Date: March 7, 2023
Subject: North Grace Street Utility Improvements

The North Grace Street Utility Improvements project area is from East Prairie Avenue to North Avenue. The project addresses the sanitary sewer and water main within the corridor. The scope of the water main work includes transferring services, installing a section of new water main, and lining the remaining 6-inch diameter main. About 50 water services will be transferred from an old 6-inch water main to a newer 12-inch diameter water main. Roughly 750 feet of new water main will be installed and, approximately 1,800 linear feet of 6-inch diameter main will be lined. Fourteen new fire hydrants will be installed, including 8 replacements and 6 additional new ones to meet minimum spacing requirements. New water valves shall also be included as part of the water main work. Sanitary sewer work includes removal and replacement of existing main totaling 1,136 feet and lining 8 and 10-inch diameter sewer mains totaling 1,374 feet.

The project includes two alternates for lining 11 sanitary manholes. Alternate 1 is a geopolymer liner and Alternate 2 is an epoxy liner. The Capital Improvement Plan construction contract budget is \$2,769,000.

A total of twenty-two (22) potential bidders and subcontractors purchased bid documents. On March 6, 2023, at 3:00 PM, Public Works - Engineering opened six (6) electronically submitted bids. The results are summarized below:

Company	Base Bid	Alternate 1	Alternate 2
John Neri Construction Co., Inc.	\$2,687,966.15	\$33,850.00	\$39,900.00
Martam Construction, Inc.	\$2,944,779.20	\$27,990.00	\$35,690.00
Benchmark Construction	\$2,988,000.00	\$38,100.00	\$61,320.00
Lenny Hoffman Excavating Inc.	\$3,155,682.51	\$49,335.00	\$74,289.00
Sheridan Sewer & Plumbing	\$3,351,071.30	\$49,225.00	\$58,975.00
A Lamp Concrete Contractors	\$3,998,200.35	\$136,850.00	\$69,000.00
Engineer's Estimate	\$3,037,097.00	\$18,750.00	\$18,750.00

Staff can provide detailed bid tabulations upon request. Complete bid tabulations will be available on QuestCDN (online bidding site) by March 21st, pending the Village Board of Trustees' award of the contract.

Recommendation

Public Works-Engineering recommends the award of this contract (Base Bid & Alternate 1) in the total amount of \$2,721,816.15 to John Neri Construction (Neri) of Addison as the lowest responsible and responsive bidder. Neri has worked on many projects within the Village, including the Cambria Lift Station (Phases 1 & 2), the Kelly Court Water Main Replacement project, and numerous emergency sewer and water repairs.

Upon approval, please return one original signed contract, contract bond, and contractor's certification to Public Works - Engineering for further processing.



VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER WA 22 02

This agreement is made this 16th day of March 2023, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and John Neri Construction (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:

“North Grace Street Utility Improvements” The project will consist of the rehabilitation of the water main and sanitary sewer on North Grace Street from Prairie Avenue to North Avenue in the Village of Lombard. The total length of the project is approximately 4,726 feet. The scope of work includes abandoning an existing 6” water main and transferring services to an existing 12” water main, installation of approximately 1,897 feet of 6”, 89 feet of 8”, and 475 feet of 12” water main, the lining of approximately 1,800 feet of 6” water main, 1,136 feet of 10” sanitary sewer removal and replacement, 1,277 feet of sanitary sewer lining, and partial and full replacement of approximately 40 sanitary sewer services. Furthermore, the removal and replacement of curb and gutter (377 feet), sidewalks (10,226 square feet), and driveways (996 sq. yd) and parkway restoration associated with the utility work are included in the scope of work for this project. This work shall be performed for the not to exceed the contract price of \$2,721,816.15 (Base and Alternate 1)

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 22 02 for North Grace Street Utility Improvements, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number WA 22 02 - Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - vii) Addenda #1, dated February 27, 2023
 - b. The Contractor’s Bid Proposal Dated: March 6, 2023
 - 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 fully complete work under this contract within 189 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. according to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, before 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 16th day of March 2023.

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 _____, 2023.

By

Position/Title

By

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 16th day of March 2023.

Keith Giagnorio, Village President

Attest:

Liz 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 16, 2023, for the construction of the work designated:

North Grace Street Utility 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 _____, 2023.

IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this
_____ day of _____, 2023.

VILLAGE OF LOMBARD

PRINCIPAL:

BY: _____
Keith Giagnorio, Village President

BY: _____

ATTEST:

ATTEST:

Liz Brezinski, Village Clerk

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)

North Grace Street Utility Improvements 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 per 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 under the aforementioned rules.

By: _____
Authorized Agent of Contractor

Subscribed and sworn to

before me this _____

day of _____, 2023.

Notary Public