

**VILLAGE OF LOMBARD**  
**REQUEST FOR BOARD OF TRUSTEES ACTION**  
For Inclusion on Board Agenda

<u>      X      </u>	Resolution or Ordinance (Blue)	<u>          </u>	Waiver of First Requested
<u>          </u>	Recommendations of Boards, Commissions & Committees (Green)		
<u>          </u>	Other Business (Pink)		

**TO:** PRESIDENT AND BOARD OF TRUSTEES

**FROM:** Scott Niehaus, Village Manager

**DATE:** October 20, 2025                      **(B of T) Date:** November 20, 2025

**TITLE:** Coarse Aggregate Material Purchase, Change Order No. 1

**SUBMITTED BY:** Carl Goldsmith, Director of Public Works

**BACKGROUND/POLICY IMPLICATIONS:**

This is change order is for the additional purchase of Coarse Aggregate Material from Vulcan Materials.. The change order includes the increased quantity needed to make repairs.

**FISCAL IMPACT/FUNDING SOURCE:**

Original Contract Amount: \$67,350.00  
Change Order Amount: \$30,000.00  
Revised Contract Amount: \$97,350.00

*Funding Accounts:* Water/Sewer Capital Fund (520.790.715.75420)

PW Project #: RM Prog 32  
P.O. #: 2025-0000266

Review (as necessary):

Village Attorney X	Date
Finance Director X	Date
Village Manager X	Date

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

250312

## MEMORANDUM



To: Village President and Board of Trustees  
Through: Carl Goldsmith Director of Public Works  
From: Erik Lindgren Underground Utilities Supervisor  
Date: 10/20/25  
Subject: Change order #1 coarse aggregate from Vulcan

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### Purpose

Underground Utilities have been increasingly excavating in the street as part of our lead service line replacement. As part of our standard, we backfill the street, curb and under sidewalks with stone to help with compaction and to help with the restoration, stone is also required in the trenches to properly bed the pipe. We have also had quite a bit of sanitary sewer main and services that needed repair or replacement under the road, including crossing curbs and sidewalks this year.

All these repairs in the street have left us constantly depleting our stone supply which has left us short for stone the rest of 2025. When the bid went out in early 2025 Vulcan was the lowest bidder.

With all the stone backfill we used in 2025 we have depleted the P.O. for coarse aggregate in 2025. We need to have the amount increased, which we would like to do without having to start a new bidding process. The estimation is that the added \$30,000.00 should help us get to the end of 2025.

The funding for stone purchases are provided from 520.790.715.75420 Water/Sewer capital fund RM Prog 32 water maintenance and improvements.

# VILLAGE OF LOMBARD

## CHANGE ORDER

PROJECT NAME: Coarse Aggregate Material

PROJECT NO.: PWO 25-02

LOCATION: Utilities

CHANGE ORDER: 1

CONTRACTOR: Vulcan Materials

DATE: 10/15/2025

DESCRIPTION OF CHANGE ORDER: Increase the purchase of Coarse Aggregate C35 Material for trench backfill and pavement restorations

ORIGINAL CONTRACT AMOUNT:	[1]	\$67,350.00
TOTAL OF PREVIOUS AUTHORIZED CHANGE ORDERS:	[2]	\$0.00
CURRENT CONTRACT AMOUNT: ([1]+[2])	[3]	\$67,350.00
PROPOSED CHANGE ORDER: (PENDING APPROVAL)	[4]	\$30,000.00
PROPOSED REVISED CONTRACT AMOUNT: (PENDING APPROVAL) ([3]+[4])	[5]	\$97,350.00

NET OF ALL CHANGE ORDERS: (PENDING APPROVAL) ([2]+[4]) \$30,000.00

TIME EXTENSION OR REDUCTION:

TOTAL CONTRACT TIME: (PENDING APPROVAL)

BUDGET ESTIMATE: \$51,000.00

ENGINEER'S ESTIMATE: \$51,000.00

### RECOMMENDED FOR ACCEPTANCE:

Resident Engineer Date

Approved By:

Director of Finance

10/27/25  
Date

Contractor 10-21-2025  
Date

Approved By:

Village Manager

10/30/25  
Date

Village Engineer Date

Approved By:

(>\$20K or 25%)

Village President

Date

Director of Public Works 10/21/2025  
Date

Attest:

Deputy Village Clerk

Date

Asst. Director of Finance 10/24/25  
Date

It is understood that as part of this change order that the Contractor agrees that all bonds, permits, insurance, and guarantees are hereby extended to incorporate this Change Order.

## **RESOLUTION**

**R\_\_\_\_\_**

### **A RESOLUTION AUTHORIZING A CHANGE ORDER INVOLVING AN INCREASE / DECREASE IN THE DOLLAR AMOUNT OF THE CONTRACT OF \$10,000 OR MORE**

**WHEREAS**, pursuant to Illinois Compiled Statutes, Chapter 720, Section 5/33E-9, units of local government are required to make specific findings prior to authorizing any change order relative to a contract which would increase or decrease the dollar amount of the contract by \$10,000 or more, or would extend or shorten the time in which the contract is to be completed by thirty days or more; and

**WHEREAS**, staff has presented and recommended the proposed Change Order No. 1 to the contract between the Village of Lombard and Vulcan Materials regarding coarse aggregate material purchase, as attached hereto as Exhibit "A" and made part hereof, to the Corporate Authorities of the Village of Lombard; and

**WHEREAS**, said change order attached hereto as Exhibit "A" would increase the dollar amount of the contract by \$30,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, as follows:

**SECTION 1:** That after reviewing the explanation of staff as to the necessity of and reasons for the change order attached hereto as Exhibit "A", the President and Board of Trustees find as follows:

- A. That the circumstances which necessitated said change order were not reasonably foreseeable at the time the contract was entered into.
- B. That the basis of the change order was not within the contemplation of the contract when the contract was signed.
- C. That it is in the best interests of the Village of Lombard to approve the change order in its proposed form.
- D. That to the extent that it may have been necessary to go to bid relative to the work contemplated by said change order, bidding is hereby specifically waived as to the change order work.

Resolution \_\_\_\_\_

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**SECTION 2:** That having made the findings set forth in Section 1 above, the President and Board of Trustees hereby approve the change order attached hereto as Exhibit "A", and direct and authorize the Village President and Village Clerk to execute said change order on behalf of the Village.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Ayes; \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
**Anthony Puccio**  
**Village President**

ATTEST:

\_\_\_\_\_  
**Ranya Elkhatib**  
**Village Clerk**



## VILLAGE OF LOMBARD

255 E. Wilson Ave.  
Lombard, Illinois 60148-3926  
(630) 620-5700 Fax (630) 620-8222  
[www.villageoflombard.org](http://www.villageoflombard.org)

January 28, 2025

**Village President**  
Keith T. Giagnorio

**Village Clerk**  
Elizabeth Brezinski

**Trustees**  
Brian LaVaque, Dist. 1  
Anthony Puccio, Dist. 2  
Bernie DuDek, Dist. 3  
Andrew Honig, Dist. 4  
Dan Militello, Dist. 5  
Bob Bachner, Dist. 6

**Village Manager**  
Scott R. Niehaus

*"Our shared Vision for Lombard is a community of excellence exemplified by its government working together with residents and businesses to create a distinctive sense of spirit and an outstanding quality of life."*

*"The Mission of the Village of Lombard is to provide superior and responsive governmental services to the people of Lombard."*

**Vulcan Materials**  
**ATTN: Joesph Sullivan**  
**1000 E. Warrenville Rd. Suite 100**  
**Naperville, IL 60563**

**RE: Contract Documents**

**Joesph;**

Please find enclosed the contract documents for PWO-25 02 Coarse Aggregate Material Supply for Village of Lombard. The contract terms will be in place from January 23, 2025, through December 31, 2025. With the option to extend one additional year.

Please sign and return one of the original copies back the Village and keep one copy for your records.

Thank you and we look forward to continuing to work with you and your firm in the year to come.

Sincerely,

**Brian M. Jack**  
**Utilities Superintendent**  
**Department of Public Works**

# VILLAGE OF LOMBARD

## CONTRACT DOCUMENT NUMBER PWO-25 02

This agreement is made this 23<sup>rd</sup> day of January, 2025 by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and Vulcan Materials of Naperville, IL, hereinafter referred to as (the "Contractor").

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

Supply Course Aggregate Material, including delivery, at a unit cost of \$18.75/ton for CA-6 and \$26.15/ton for CA-7 in an amount not to exceed \$67,350.00.

1. This Contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
  - a. Specification and Contract Document no. PWO-25 02 for Course Aggregate Material, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Invitation to Bid on Contract Document No. PWO-25 02- Legal Notice
    - iv) General Terms, Conditions and Instructions
    - v) Specific Terms, Conditions and Instructions and Blue Prints
    - vi) Bid Proposal Form
    - vii) Plans and Specifications and Specification Deviation Form
  - b. The Contractor's Bid Proposal Dated January 3, 2025
  - c. Required Performance and Payment Bonds and Certificate of Insurance
2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items which are the subject matter of this Contract in an amount not to exceed \$67,350.00 paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.
3. Risk of loss, destruction or damage of or to goods under this Contract shall be on contractor until delivery of the goods to the Village and acceptance of the goods by the Village.
4. Contractor agrees to perform the terms of this Contract by December 31, 2025.

5. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by Keith Giagnorio, Village President, and the Contractor have hereunto set their hands this 23<sup>rd</sup> day of January, 2025.

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 4<sup>th</sup> day of February, 2025.

Individual or Partnership \_\_\_\_\_ Corporation X

[Signature] VP/Gm - Illinois  
By Position/Title

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

Vulcan Construction materials, LLC  
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 23<sup>rd</sup> day of January, 2025.

[Signature]  
Keith Giagnorio  
Village President

Attest:

[Signature]  
Elizabeth Brezinski  
Village Clerk



# EXHIBIT A

## VILLAGE OF LOMBARD CONTRACTOR'S CERTIFICATION

Chad Groff, having been first duly sworn, depose and states as follows:  
(Officer or Owner of Company)

I am the VP/GM - Illinois for Vulcan Construction materials, LLC,  
(Title) (Name of Company)  
(the "Contractor"), which has submitted a proposal for PWD-2502 Coarse Aggregate Material Supply for  
(Name of Village project) Village of Lombard  
to the Village of Lombard and, having personal knowledge of the matters certified to herein, and being  
authorized by the Contractor to make the certifications set forth herein, 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

All Employee Drivers (Name of employee/driver or "all employee drivers")

is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules;  
and

4. is not barred from contracting with any unit of state or local government as a result of a violation of either  
Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

By: [Signature]

Authorized Agent of Contractor

Subscribed and sworn to  
before me this 4th  
day of February, 2025.

[Signature]  
Notary Public

