

**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: October 11, 2023 MEETING DATE: October 19, 2023

TITLE: Bid Opening For: South Park Avenue Pedestrianization Project

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

**RESULTS:**

Date Bids Were Published N/A Bidding Closed N/A

Total Number of Bids Received \_\_\_\_\_

Total Number of Bidders Meeting Specifications \_\_\_\_\_

Bid Security Required \_\_\_\_\_ Yes X No

Performance Bond Required X Yes \_\_\_\_\_ No

Were Any Bids Withdrawn \_\_\_\_\_ Yes X No

Explanation:

Waiver of Bids Requested? X Yes \_\_\_\_\_ No

If yes, explain: For consistency in the look of the Downtown, staff chose to request a bid from the contractor currently performing the Downtown Sidewalk Improvement Project.

Award Recommended to Lowest X Yes \_\_\_\_\_ No

Responsible Bidder?

If no, explain:

**FISCAL IMPACT:**

Engineer's Estimate: \$1,746,795

Amount of Award: \$1,584,900

Fund: \$1,584,900.00 Downtown TIF Fund (440.740.740.75350)

**BACKGROUND/RECOMMENDATION:**

Has Recommended Bidder Worked for Village Previously X Yes \_\_\_\_\_ No

If yes, was the quality of work acceptable X Yes \_\_\_\_\_ No

Was the item bid in accordance with Public Act 85-1295? \_\_\_\_\_ Yes X No

Waiver of bids - Public Act 85-1295 does not apply X Yes \_\_\_\_\_ No

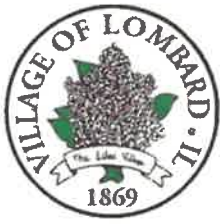
**REVIEW** (as needed):

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.**



To: Scott Niehaus, Village Manager  
Through: Carl Goldsmith, Director of Public Works  
From: Mike Barbier, P.E., Civil Engineer II  
Date: October 11, 2023  
Subject: South Park Avenue Pedestrianization Project  
Construction Contract

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Attached are the resolution and contract for construction of the South Park Avenue Pedestrianization Project.

### **Background**

The South Park Pedestrianization Project is an extension of the Downtown Sidewalk Improvement Project and is a project included within the Village's current Capital Improvement Program. The project budget is \$750,000 for construction and is funded through the Downtown TIF Fund. The project was designed in 2023 and will start construction in the fall of 2023.

The project includes the conversion of South Park Avenue between St. Charles Road and McGuire Drive to a pedestrian oriented space. The improvement would provide for limited vehicular access, but would allow for seasonal or intermittent closures for events. Included in this project are expanded brick paver sidewalks on the west side of S. Park Avenue, revised radiuses at the intersections of St. Charles and McGuire Drive, catenary lights strung above the roadway, a decorative archway, improved crosswalks, and the removal of the seat walls at the intersection corners.

### **Award**

The Village solicited a proposal from R.W. Duntzman Co., who was the lowest qualified bidder for the Downtown Sidewalk Project Improvement and has performed well to date. The contractor largely extended, or increased only marginally, the unit prices from the original bid for items included in the bid for South Park Avenue. There is value to the Village by having this same contractor perform the work in terms of efficiency and consistency.

The bid for this work amounts to \$1,584,900.00. While this amount is above our initially budgeted sum, there will be resources to cover the scope of work. Project financing is through the Village's Downtown TIF Fund. The engineer's estimate for the project was \$1,746,795.

Please present this contract to the President and Board of Trustees at their regular meeting of October 19, 2023. If approved, please return one original signed copy to Public Works-Engineering for further processing.

**R E S O L U T I O N**  
**R \_\_\_\_\_ 23**

**A RESOLUTION AUTHORIZING SIGNATURE OF**  
**PRESIDENT AND CLERK ON AN AGREEMENT**

**WHEREAS**, the Corporate Authorities of the Village of Lombard have received a Contract between the Village of Lombard, and R.W. Dunteman Co. regarding construction services related to the South Park Avenue Pedestrianization Project as attached hereto and marked Exhibit "A", and

**WHEREAS**, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such Contract.

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 the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said Contract as attached hereto.

**SECTION 2:** That the Village Clerk be and hereby is authorized to attest said Contract as attached hereto.

Adopted this 19<sup>th</sup> day of October, 2023.

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

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

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

Approved this 19<sup>th</sup> day of October, 2023.

\_\_\_\_\_  
**Keith Giagnorio**  
**Village President**

ATTEST:

\_\_\_\_\_  
**Sharon Kuderna**  
**Village Clerk**



## VILLAGE OF LOMBARD CONTRACT

### CONTRACT DOCUMENT NUMBER ST 24 05

This agreement is made this 19th day of October 2023, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and R.W. Dunteman Co. (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:

#### SOUTH PARK AVENUE PEDESTRIANIZATION PROJECT CONTRACT DOCUMENT NUMBER ST 24 05

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 24 05 for South Park Avenue Pedestrianization Project, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) General Provisions
    - iv) Special Provisions
    - v) Plans and Specifications
  - b. The Contractor's Bid Proposal Dated: October 11, 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 substantially complete work under this Contract within 60 calendar days and shall fully complete the 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. 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 19th day of October 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 19<sup>th</sup> day of October 2023.

\_\_\_\_\_  
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 October 19, 2023, for the construction of the work designated:

**SOUTH PARK AVENUE PEDESTRIANIZATION 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, 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.

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 \_\_\_\_\_, 2023.

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)

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