


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 Niehaus, Village Manager

DATE: June 5, 2025 (B of T) Date: June 19, 2025

TITLE: RM 13 – Sewer Stub Lining Program

SUBMITTED BY: Carl Goldsmith, Director of Public Works 

RESULTS:

Date Bids Were Published <u>05/08/2025</u>		Bidding Closed <u>05/23/2025</u>	
Total Number of Bids Received <u>2</u>			
Total Number of Bidders Meeting Specifications <u>2</u>			
Bid Security Required	<u>X</u>	Yes	<u> </u> No
Performance Bond Required	<u>X</u>	Yes	<u> </u> No
Were Any Bids Withdrawn	<u> </u>	Yes	<u>X</u> No
Explanation:			
Waiver of Bids Requested?	<u> </u>	Yes	<u>X</u> No
If yes, explain:			
Award Recommended to Lowest Responsible Bidder?	<u>X</u>	Yes	<u> </u> No
If no, explain:			

FISCAL IMPACT:

Engineer's estimate/budget estimate: \$60,000/\$69,000
Amount of Award: \$60,513.00

RM PROG 13 – Sewer Stub Lining Program: \$69,000.00
Water/Sewer Capital Reserve

BACKGROUND/RECOMMENDATION:



Has Recommended Bidder Worked for Village Previously	<u>X</u> Yes	<input type="checkbox"/> No
If yes, was quality of work acceptable	<u>X</u> Yes	<input type="checkbox"/> No
Was item bid in accordance with Public Act 85-1295?	<u>X</u> Yes	<input type="checkbox"/> No
Waiver of bids - Public Act 85-1295 does not apply	<u>X</u> Yes	<input type="checkbox"/> 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 R. Niehaus, Village Manager
Through: Carl S. Goldsmith, Director of Public Works 
From: Dave Gorman, Assistant Director of Public Works 
Date: June 5, 2025
Subject: FY 2025 Sewer Stub Lining Program
Project Number: RM PROG 13

The FY 2025 Sewer Stub Lining Program (RM PROG 13) intends to line 6 identified sewer laterals with CIPP to improve structural integrity and operational performance of the infrastructure.

This contract is funded under CIP budget RM PROG 13 "Sewer Stub Lining Program" which is under the Water/Sewer Capital Reserve Fund.

Capital Project Fund	Budget	Award
RM PROG 13	\$69,000.00	\$60,513.00
2025 Total	\$69,000.00	\$60,513.00

The contract was bid through QuestCDN on May 23, 2025, at 3:00PM by the Village of Lombard. The Request for Proposal was sent to multiple contractors who are licensed in the the State of Illinois to install the approved product. Two proposals were received. Hoerr Construction, Inc. of Goodfield, IL was lowest responsive and responsible bidder.

Recommendations:

Public Works recommends awarding this contract to Hoerr Construction, Inc. of Goodfield, IL in the amount of \$60,513.00.

If approved, please return two (2) executed copies of the contract and contract bond to PW Engineering for further processing.

Sanitary Sewer Stub Lining Program (FY 2025) (#9616512)
Owner: Lombard IL, Village of
Solicitor: Lombard IL, Village of
05/23/2025 03:00 PM CDT

Name	Bid Total
Hoerr Construction, Inc.	\$60,513.00
Performance Pipelining, Inc	\$62,373.00

VILLAGE OF LOMBARD CONTRACT

2025 RM Prog 13 - Sanitary Sewer Stub Lining

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

2025 RM Prog 13- Sanitary Sewer Stub Lining

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 2025 RM Prog 13 - Sanitary Sewer Stub Lining consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document 2025 RM Prog 13 - Sanitary Sewer Stub Lining Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - vii) Addendum 1
 - b. The Contractor's Bid Proposal Dated: May 23, 2025
 - 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 complete work under this contract on or before December 12, 2025. Time is of the essence in regard to 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 this _____ day of _____, 2025.


If an individual or partnership, the individual or all partners shall sign or, if a corporation, an officer(s) duly authorized shall sign.

Hoerr Construction, Inc.
Print Company Name

Individual or Partnership _____ Corporation ☒

Accepted this 29th day of May, 2025.

By  President
Position/Title

By  Treasurer
Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this ____ day of _____, 2025.

Scott Niehaus, Village Manager

Attest:

Village Clerk

VILLAGE OF LOMBARD

CONTRACT BOND

BOND NO. 2649202

KNOW ALL MEN BY THESE PRESENTS, that we Hoerr Construction Inc, a company organized under the laws of the State of Illinois and licensed to do business in the State of Illinois as Principal and West Bend Insurance Company, a corporation organized and existing under the laws of the State of Wisconsin, 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 sixty thousand five hundred and thirteen dollars (\$60,513.00) 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 _____, for the construction of the work designated:

2025 RM Prog 13 -Sanitary Sewer Stub Lining

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: _____
Village Manager

ATTEST:

Village Clerk

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

PRINCIPAL:

Hoerr Construction Inc

BY: 

ATTEST: 



SURETY: West Bend Insurance Company

BY: Attorney-in-Fact
(Title)

BY: Wesley Shade
Attorney in Fact

BY: 

(SEAL)

State of Illinois

County of Macon } ss: ,

County of Macon

On day of , 2025 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Wesley Shade

known to me to be Attorney-in-Fact of **West Bend Insurance Company**
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Catherine L. Ater
(Notary Public)





Bond No. 2649202

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Wesley Shade

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

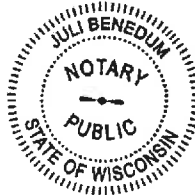
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this ____ day of _____, 2025.



Christopher C. Zwygart
Christopher C. Zwygart
Secretary