



## **VILLAGE OF LOMBARD CONTRACT**

### **MANHOLE REHABILITATION PROGRAM 2023 CONTRACT DOCUMENT NUMBER RM PROG 37**

This agreement is made this 16<sup>th</sup> day of February 2023, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Structured Solutions LLC (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:

The scope of work involves the following pay items, Geopolymer Liner, Root Treatment, Repair Bench/Channel, Grout & Wipe Joints, Chimney Seal, and Epoxy Bench Sealing totaling \$49,711.86

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 RM PROG 37 for Manhole Rehabilitation Program 2023, consisting of the following:

Invitation For Bids Bid Documents and Specification Sanitary MH Rehabilitation Project  
(Issued March 21, 22)

- i) Cover Sheet
- ii) Table of Contents
- iii) Legal Notice
- iv) Schedule of Prices
- v) General Terms and Conditions
- vi) Summary of Work
- vii) Appendix A (Additional Municipality -Specific Information)
- viii) Appendix B (Contractor References, Qualifications of Certain Bidders, Anti-Collusion/Affidavit and Contractors Certification, Conflict of Interest, Tax Compliance Affidavit, Sub-Contractor Information)
- ix) Appendix C (Project Locations)
- x) Addenda #1, Issued March 31, 2022
- xi) Addenda #2, Issued April 6, 2022
- xii) Contract Rider Dated February 6, 2023

b. The Contractor's Bid Proposal Dated: April 6, 2022

c. Required Performance, Payment, and Maintenance 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 by November 10, 2023. Time is of the essence concerning 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, 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 16<sup>th</sup> day of February 2023.

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

### Structured Solutions LLC

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

Accepted this 30TH day of JANUARY, 2023.

By  \_\_\_\_\_

PRESIDENT  
Position/Title

By \_\_\_\_\_

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 16th day of February 2023.

  
Keith Giagnorio, Village President

Attest:

  
Elizabeth Brezinski Village Clerk



## VILLAGE OF LOMBARD CONTRACTOR'S CERTIFICATION

BENJAMIN S PRICE, having been first duly sworn depose and states as follows:  
(Officer or Owner of Company)

STRUCTURED SOLUTIONS LLC, having submitted a proposal for:  
(Name of Company)

the MANHOLE REHABILITATION PROGRAM 2023 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 ALL EMPLOYEES DRUGS  
(Name of employee/driver or "all employee drivers")  
is/are currently participating in a drug and alcohol testing program under the aforementioned rules.

By:

[Signature]  
Authorized Agent of Contractor

Subscribed and sworn to before me this 30th day of January, 2023.

[Signature]  
Notary Public





February 16, 2023

## VILLAGE OF LOMBARD Contract Rider 2023

### GENERAL TERMS AND CONDITIONS

#### 4.0 Term

Revise paragraph 2:

For subsequent terms, requests for changes in pricing not included in the original bid document shall be submitted directly to the Village of Lombard. Only items which were not included in any of the Base Bid years (1, 2, or 3) shall be eligible.

#### 34. INVOICE AND PAYMENTS

**Invoices shall be delivered to:**

Village of Lombard  
ATTN: Ray Schwab, Civil Engineer II  
255 East Wilson Avenue  
Lombard, IL 60148

#### 50. PERMITS AND LICENSES

Add the following:

C. Per Village Code (Title 9, Chapter 97, Section 97.200) the Contractor must obtain a permit for the movement of any overweight or oversize vehicle within the jurisdiction of the Village. If any of the following limits are exceeded, a permit is required.

<b>Maximum Gross Weight:</b>	<b>80,000 pounds</b>
<b>Maximum Gross Length:</b>	
<b>Tractor Trailer</b>	<b>65 feet</b>
<b>Truck Trailer</b>	<b>60 feet</b>
<b>Truck Tractor Combined with Semitrailer</b>	<b>65 feet</b>
<b>Maximum Gross Width:</b>	<b>8 feet 6 inches</b>
<b>Maximum Gross Height:</b>	<b>13 feet 6 inches</b>
<b>Maximum Single Axle Weight Limit</b>	<b>20,000 pounds</b>
<b>Maximum Axle Tandem Weight Limit</b>	<b>34,000 pounds</b>

Such equipment owned and operated by a private contractor used in the construction of projects for the Village of Lombard requires a permit and is subject to normal permit fees and fines. The Village Code may be found at

<http://lombard.legistar.com/View.ashx?M=F&ID=8825587&GUID=7C80C5A3-0B44-4503-81B5-D389CABE0834>

**The Contractor must be familiar with this Code, which is strictly enforced. Offenders will be subject to fines, arrest, and prosecution.**

The Lombard Police Department is using an online-based permitting system via the website, [www.oxcartpermits.com](http://www.oxcartpermits.com). Contractors applying for an overweight/oversize permit will need to use the Oxcart permitting website and set up an account.

Visit <http://www.villageoflombard.org/296/Other-Permits> and <http://www.villageoflombard.org/DocumentCenter/View/159/Village-Truck-Routes-PDF?bidId> regarding enforcement and truck routes. If you have any questions regarding these permits, please contact Sergeant Joseph Menolascino of the Lombard Police Department at 630-873-4497 or by e-mail at [MenolascinoJ@villageoflombard.org](mailto:MenolascinoJ@villageoflombard.org)

## **2022 MUNICIPAL PARTNERING INITIATIVE SANITARY MANHOLE REHABILITATION SUMMARY OF WORK (Year 2)**

### **3.0 Maintenance Bond**

The Contractor is required to furnish a maintenance bond approved by the Governmental Agency in the amount equal to ten percent (10%) of the contract price. This bond shall provide a guarantee against defective materials and workmanship on all materials, items, and work furnished under this contract, including contract changes and additions for three years from the date of written final acceptance and final payment. If within the guarantee three (3) year period, any defects or signs of deterioration are noted which, in the opinion of the municipality, are due to the faulty installation, workmanship, or materials, the municipality shall notify the Contractor. At the Contractor's expense, the Contractor agrees to make any repairs, adjustments, or replacements to correct the condition/s to the complete satisfaction of the municipality where the work has been completed.

### **4.0 Contract Completion Date and Interim Completion Dates**

The Contractor shall execute the contract within ten working days after the contract is awarded by the Governmental Agency.

The Contractor shall coordinate directly with the Public Works Director (or his/her designee) for each Government Agency to Schedule the work. Interim dates: The Contractor shall complete all work under this Contract on or before November 10, 2023. Agreement to final contract quantities must be completed on or before December 1, 2023. All deliverables must be submitted no later than December 15, 2023. In the event, the Contractor does not complete the work within the specified dates with the Contract, liquidated damages will accrue per Contract Clause 12.0 **Prosecution and Progress**.

## 12.0 Prosecution and Progress

The Contractor shall complete all work under this Contract on or before November 10, 2023. Should the Contractor fail to complete the work within the timeframe provided for in the Contract or within such extended time as may have been allowed, the Contractor shall be liable to pay the Village, not as a penalty but in the form of damages, additional costs incurred by the Village, both in the office and on the job site, relative to the Contract thereof. Costs include only those expenses above those normally incurred had the Work been completed within the time allowed in the Contract.

Costs include any professional services, including but not limited to surveying, design, construction observation, construction material testing, geotechnical engineering, environmental and legal services provided by independent consultants (the "Consultants/Consultant"). Eligible Consultant costs also include but are not limited to travel, overtime, and business indirect and direct overhead. Professional services shall be billed at each Consultant's contracted hourly or fixed rate.

In-house services are also eligible for damages as a result of Contractor delay, error, or negligence. This includes but is not limited to personnel and equipment costs incurred by the Village. The cost of such services includes hourly and overtime charges and any associated hourly equipment costs. In addition to the foregoing, the Contractor shall also be liable and shall pay to the Village any costs including but not limited to administration, engineering, inspection, and supervision that the Village incurred as a result of the Contractor canceling or rescheduling work without giving sufficient notice (no later than 2:30 PM the prior business day) to the Engineer.

Extra incurred costs in the form of damages (as defined above) shall be deducted from payments due to the Contractor. If the amounts due to the Contractor are insufficient to cover the damages, the Contractor shall reimburse the Village in the amount necessary to cover these costs.

## 18.0 Water Usage

A Contractor who has a relatively stationary operation (underground utility installation/repair) may request to use fire hydrants within the project area. **Fire hydrant usage will only be allowed after the Contractor receives authorization from the Village.** The Village has the option of designating a hydrant(s) that the Contractor can utilize within the work zone or project area. Before drawing water from any fire hydrant, the Contractor shall rent a water meter and RPZ valve from the Village. The meter and RPZ valve must be connected to the fire hydrant while it is in use. **Meter rentals must be returned after 90 days.** Meter rentals may be renewed after 90 days; however, rental and usage fees at the time of renewal will be charged. Meter renewals will require a new deposit and a renewal fee. The Village will refund any balance from the daily rental fee incurred during the 90-day rental period.

Billing rates and fees are listed below.

### **Water Meter Rental Charges**

#### **5/8" or 3/4" Meter**

Initial Administration Fee	\$40.00
Deposit	\$500.00
Meter Rental Fee (per day)	\$3.00
Maximum Rental Time	90 days
Renewal Fee	\$10.00

#### **2" Meter**

Initial Administration Fee	\$40.00
Deposit	\$2,000.00
Meter Rental Fee (per day)	\$5.00
Maximum Rental Time	90 days
Renewal Fee	\$10.00

The VILLAGE will not charge for water. However, all water usage must be metered. This applies to both stationary operations (by water meter/RPZ) and moving operations (by bulk station allocations). Unauthorized or improper use of the water system or neglecting to properly meter water use shall subject the offender(s) to arrest and prosecution.

Contractors wishing to rent a water meter should contact the Village Department of Public Works at (630) 620-5740. The Finance Department will deduct the water meter rental fee from the deposit. Note: The Village does have a limited supply of water meter/RPZ valves. In the event a meter is not available, the Contractor would need to utilize the bulk water alternative to conduct his work.

**The contractor can utilize the bulk water station located within the Village Complex, just west of the Public Works Building.** Terms and conditions are as follows; The Contractor will need to set up an online account by utilizing the following web address: <http://www.villageoflombard.org/451/Water-Fill-Station> Allow a minimum of one business day for the request to be processed. Once the request is approved the Contractor will need to identify the vehicle(s), driver (s), plate number(s), and the capacity of the vehicle. The Contractor will also need to establish a four-digit access number and a four-digit PIN (Personal Identification Number). Based on the amount of watering and supplemental watering calculated per the relevant articles of the contract document, the Contractor will be allotted a stipend amount of water to execute the work. In the event additional water is necessary, the Contractor shall contact the Engineer. The Engineer will review the usage and determine if and how much additional water will be dispensed at no charge to the Contractor.

For questions or clarifications about the registration process and/or usage of the fill station contact, Brian Jack, Utilities Superintendent, or Shaun Stillwell, Water/Sewer Supervisor at the Department of Public Works at (630) 620-5740

#### **19.0: Pay Estimates**

The Village of Lombard will provide a spreadsheet that will list the manhole number and the scope of rehabilitation work to be performed. The contractor shall submit any changes at time of submittal of pay estimates, and two-week schedules. The spreadsheet shall include at a minimum, the following items: the manhole number (provided by the Government Agency), location (street), the diameter of the structure, the depth of the structure, and the number of units associated with the respective pay item. The items mentioned above are in addition to other required submittals, i.e., certified payroll, waivers of lien, invoice, and the payout form provided by the Village of Lombard.

Add Local Road and Street Recurring Special Provision Check Sheet #15 as revised below.

The Contractor shall apply for partial payment, not more than once each month. Payment is predicated on approval of the Contractor's affidavit and partial waiver(s) of lien. Subsequent pay estimates will not be processed until partial waivers have been received and approved for all previous pay estimates. Retainage will not be deposited under any trust agreement. The Contractor will have the option to receive payment by check through the U.S. mail or payment via Electronic Funds Transfer (EFT). EFT payments will be made on Fridays (excluding bank holidays). If a bank holiday falls on a Friday, the EFT payment will be dated on the last working day before the holiday.

**NO OTHER PAYMENT OPTIONS SHALL BE ALLOWED**

As a condition of final payment, all final waivers from all subcontractors and suppliers (*including copies of final waivers previously submitted for prior partial payments*), must accompany the Final Waiver and release of payment to the Contractor. Notwithstanding the foregoing, any payment, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract or the performance, payment, and warranty bond as per paragraphs 9.1 & 9.2 under **CONTRACT BONDS** and paragraph 3.0 **Maintenance Bond** on page 22.

### **Additional Municipality-Specific Information**

#### **Village of Lombard**

Project Manager – Ray Schwab, Civil Engineer II, 630-620-5979

[schwabr@villageoflombard.org](mailto:schwabr@villageoflombard.org)

Local Parking Plan - overnight parking is available at Public Works Facility located at 1051 S. Hammerschmidt, the Surges Facility located at 1130 North Garfield Street, and 641 North Main Street. Arrangements are to be finalized with the Village before the mobilization of the contractor.

Local Water Plan – refer to 18.0 Water Usage.

Maps - Maps are attached.