

**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: May 28, 2025 (B of T) Date: June 19, 2025

TITLE: RM 37 – Manhole Rehabilitation

SUBMITTED BY: Carl Goldsmith, Director of Public Works

## RESULTS:

Date Bids Were Published 05/08/2025 Bidding Closed 05/23/2025

Total Number of Bids Received 3

Total Number of Bidders Meeting Specifications 3

Bid Security Required           X           Yes                      No

Performance Bond Required	<u>          X          </u> Yes	<u>                    </u> No
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Were Any Bids Withdrawn	Yes	X	No
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**Explanation:**

Waiver of Bids Requested?                      Yes           X           No

If yes, explain:

Award Recommended to Lowest           X           Yes                      No

## Responsible Bidder?

If no, explain:

**FISCAL IMPACT:**

**Engineer's estimate/budget estimate: \$124,200/\$230,000**

Amount of Award: \$198,950.00

**RM PROG 37 – Manhole Inspection and Rehabilitation: \$130,00.00**

**RM PROG 11 – Sanitary Sewer Lining Program: \$68,950.00**

## Water/Sewer Capital Reserve

**BACKGROUND/RECOMMENDATION:**

Has Recommended Bidder Worked for Village Previously  X  Yes      No

If yes, was quality of work acceptable     X     Yes      No

Was item bid in accordance with Public Act 85-1295?   X   Yes        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.**

## 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:** May 28, 2025  
**Subject:** FY 2025 Manhole Rehabilitation  
Project Number: RM PROG 37

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This project "Manhole Rehabilitation (FY25)" consists of rehabilitation of 130 sanitary manholes and related work including patching and grouting, and related work recommended as part of the analysis of the inspections previously done.

This contract is funded under CIP budget RM PROG 37 "Manole Inspection and Rehabilitation Program" and will be utilizing funds from Rm PROG 11 "Sanitary Sewer Lining Program", both of which are under the Water/Sewer Capital Reserve Fund.

Capital Project Fund	Budget	Award
RM PROG 37	\$130,000.00	\$130,000.00
RM PROG 11	\$100,000.00	\$68,950.00
<b>2025 Total</b>	<b>\$230,000.00</b>	<b>\$198,950.00</b>

The contract was bid through QuestCDN on May 23, 2025, at 11:00AM by the Village of Lombard. Kim Construction Company, Inc. of Steger, IL was lowest responsive and responsible bidder.

### Recommendations:

Public Works recommends awarding this contract to Kim Construction Company, Inc. of Steger, IL in the amount of \$198,950.00.

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

2025 RM Prog 37 - Manhole Rehabilitation (#9674635)

Owner: Lombard IL, Village of

Solicitor: Lombard IL, Village of

05/23/2025 11:00 AM CDT

Name	KIM Construction Company Inc	Hoerr Construction, Inc.	National Power Rodding Corp
Bid Total	\$198,950.00	\$203,370.00	\$411,000.00

# **VILLAGE OF LOMBARD CONTRACT**

## **2025 RM Prog 37 - Manhole Rehabilitation**

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 Kim Construction Company 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 37- Manhole Rehabilitation**

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 37 - Manhole Rehabilitation, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Notice to Bidders on Contract Document 2025 RM Prog 37 -Manhole Rehabilitation 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.

KIM CONSTRUCTION COMPANY INC  
Print Company Name

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

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

Ken Smith PRESIDENT  
By Position/Title

By Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

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

Scott Niehaus, Village Manager

Attest:

Village Clerk

**VILLAGE OF LOMBARD****CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we Kim Construction Company, 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 Western Surety Company, a corporation organized and existing under the laws of the State of South Dakota, 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 one hundred and ninety eight thousand nine hundred and fifty dollars (\$198,950.00) 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 June 5, 2025, for the construction of the work designated:

**2025 RM Prog 37 - Manhole Rehabilitation**

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  
\_\_\_\_ 5th day of \_\_\_\_\_ June \_\_\_\_\_, 2025.

PRINCIPAL:

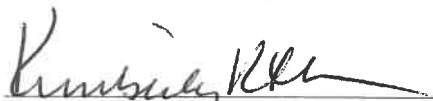
\_\_\_\_\_  
Kim Construction Company, Inc.

BY:   
\_\_\_\_\_  
Kim A. Vallow, President

ATTEST:

 SEC.  
\_\_\_\_\_  
Lawrence J. Vallow, Secretary

SURETY: \_\_\_\_\_  
Western Surety Company

BY:   
\_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
Kimberly R. Holmes, Attorney-in-Fact  
Attorney in Fact

BY: \_\_\_\_\_

(SEAL)