



To: Scott Niehaus, Village Manager
From: Mike Barbier, Civil Engineer II *MB*
Through: Carl Goldsmith, Director of Public Works *CG*
Date: July 9, 2024
Subject: 641 N. Main Street Drainage Basin Construction Contract

Attached is the contract for construction of the 641 N. Main Street Drainage Basin.

Background

Following the May 2020 storm events, staff undertook an evaluation of additional detention facilities in the northern section of Lombard. Staff identified 641 N. Main Street as a parcel that would provide a benefit to approximately 111 acres bounded by North Avenue, Grace Street, Pleasant Avenue and Ridge Avenue. Detention in that area would allow the Village to better manage stormwater in the immediate area, which would reduce the potential for street flooding that results in closures of Main Street, Berkshire, DuPage and Sunset, addresses backyard flooding, basement backups and surcharging manholes.

In November of 2020, the Village Board authorized the purchase of the property. In October of 2022, the Village awarded a contract to Robinson Engineering for the design of the drainage basin.

During wet weather events, the basin will provide approximately 8.18 acre-feet of stormwater storage, which equates to nearly 2,700,000 gallons. In addition to the storm water benefits of the project, the Village has partnered with the Lombard Park District via an intergovernmental agreement to provide 3 pickle ball courts, a parking lot, a drinking fountain, and sidewalk around the basin.

It is anticipated that the work will commence at the in August 2024 and will be completed in November 2024.

Award

The Project was bid online via QuestCDN on June 13, 2024. All bidders were IDOT prequalified in the areas of work required for this project. The bid opening occurred on Tuesday, July 9, 2024 at 11am. 16 contractors picked up plan sets and 14 bids were received for this project.

The low bid was Lima Contractors Inc. of Ringwood, IL in the amount of \$1,296,611.50. The Engineer's Estimate for this work was \$1,995,500 and \$2,000,000 was originally budgeted for construction, construction observation, and material testing. Project financing is through the Construction Fund.

All bids received can be found on the following page.

Contractor	Bid Amount
Lima Contractors, Inc.	\$1,296,611.50
Winninger Excavating, Inc.	\$1,577,588.00
Berger Excavating Contractors, Inc.	\$1,589,292.60
EarthWerks Land Improvement & Development Corp	\$1,677,976.00
Lake County Grading Company, LLC	\$1,716,034.24
Schroeder Asphalt Services, Inc.	\$1,779,972.00
R.W. Dunteman	\$1,795,000.00
H. Linden & Sons Sewer and Water, Inc.	\$1,852,202.00
Everlast Blacktop Inc	\$1,872,340.00
Copenhaver Construction, Inc.	\$1,909,390.00
Martam Construction, Inc.	\$1,989,589.00
Bisping Construction	\$2,000,562.25
Schwartz Construction Group Inc.	\$2,026,832.72
A Lamp Concrete Contractors, Inc.	\$2,374,996.50

Please present this contract to the President and Board of Trustees at their regular meeting of July 18, 2024. If approved, please return one original signed copy to Public Works-Engineering for further processing.



VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER SS-24-05

This agreement is made this 18th day of July, 2024, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Lima Contractors, 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:

The proposed work is officially known as "641 N. MAIN STREET DRAINAGE BASIN". The proposed project consists of removing the existing bituminous pavement structure from the property. The existing building on the property will be demolished and removed by a separate contract. Drainage improvements include excavation and development of a new stormwater detention pond with associated storm sewer infrastructure which will include stormwater sewer with manholes, catch basins and inlets. New site improvements include a new bituminous parking lot with curb and gutter which will be constructed on a new aggregate subbase. A fenced pickleball area consisting of three (3) separate courts will be constructed on the site for recreational use. The project will also include the construction of a concrete sidewalk which will be placed around the perimeter of the new stormwater detention pond and connect to the new parking lot and E. Goebel Dr., and other miscellaneous items necessary for a contract amount of \$1,296,611.50.

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 SS-24-05 for 641 N. Main Drainage Basin Project, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number SS-24-05 - Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - b. The Contractor's Bid Proposal Dated: July 9, 2024
 - 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 by November 30, 2024. Punch list items including Final Inspection per Section 105.13 are to be completed within 10 working days of substantial completion. 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 18th day of July 2024.

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 _____, 2024.

By

Position/Title

By

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 18th day of July, 2024.

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 July 18, 2024, for the construction of the work designated:

641 N. Main Drainage Basin 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 18th day of
July, 2024.

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 _____, 2024.

PRINCIPAL:

BY: _____

ATTEST:

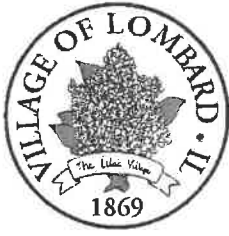
SURETY: _____

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)

641 N. Main Street Drainage Basin Project 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 _____
(Name of employee/driver or "all employee drivers")
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

By: _____
Authorized Agent of Contractor

Subscribed and sworn to
before me this _____
day of _____, 2024.

Notary Public