

InterOffice Memo



To: Scott Niehaus, Village Manager
Through: Carl Goldsmith, Director of Public Works *CG*
From: David Gorman, P.E., Assistant Director of Public Works *DG*
Date: December 20, 2018
Subject: Cambria Lift Station Rehabilitation – Phase 2

This is the second of two contracts associated with the full rehabilitation of the Cambria Lift Station. The Phase I work was an unplanned expenditure but was necessary to avert a lift station failure that would have affected the entire Cambria subdivision. Phase 1 included manhole modifications, televising of the 12-inch diameter sanitary sewer line under Westmore-Meyers Road, and the installation of a permanent bypass line that will minimize traffic disruptions on Westmore-Meyers Road. The Phase 2 contract is for the replacement of pumps, piping, control panel, flow meter and air vacuum manholes, rehabilitation of the of the existing steel wet well, and site restoration.

Please refer to the agenda item cover sheet and note that the budget for the project evolved from a partial rehabilitation of the facility to a substantial rebuild of the entire station. The gap in funding between the 2018 Capital Improvement Plan and the bid award is being covered by the water/sewer bond issuance.

Five (5) bids were received and accepted through QuestCDN (online bidding service) on December 19th at 11:30 AM. Results are listed below.

Company	Base Bid	Alt #1 (Epoxy/Poly)	Alt #2 (Structural Poly)	Alt #3 (Fiberglass)
John Neri Construction Company	\$883,885.00	\$153,690.00	\$156,350.00	\$113,050.00
Martam Construction	\$982,331.00	\$103,086.00	\$126,440.00	\$99,740.00
Trine Construction Corporation	\$1,011,110.00	\$117,935.00	\$144,980.00	\$90,157.00
Joseph J. Henderson & Son Inc.	\$1,133,960.95	\$87,000.00	\$139,000.00	\$73,000.00
Bolder Contractors	\$1,334,138.00	\$62,000.00	\$138,000.00	\$100,000.00
Engineer's Estimate	\$700,935.00	\$96,500.00	\$160,000.00	\$57,000.00

Alternates #1, #2 & #3 refer to the rehabilitation techniques necessary for the existing steel wet well. Therefore, the bid award is to be based on the lowest combination of the base bid plus one of the alternates.

The complete bid tabulation is available by request from Public Works. Items that appreciably exceeded the Engineer's Estimate include Traffic Control, Demolition of the Existing Station, Valve Vault, Electrical Raceways, Pump Controller, Ductile Iron Piping and Fittings, Sewage Pumps and Bypass Pumping. The net value of the items is \$161,050.00 over the Engineer's Estimate.

Public Works-Engineering recommends award of this contract in the amount of \$996,935.00 (using alternative # 3) to John Neri Construction of Addison, Illinois as the lowest responsible and responsive bidder.



VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER SA 18 05

This agreement is made this 3rd day of January, 2019, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and John Neri Construction Company (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 full rehabilitation of the Cambria Triplex Lift Station; this includes the existing pumps, discharge piping, valve vault, pump controller, flow meter manhole and air/vacuum valve manhole which all are to be removed and replaced with new. The existing 10 ft. diameter steel wet well will be rehabilitated and lined with a fiberglass lining system. The scope of work includes all of the above as well as other project details as described in the contract documents for the said work prepared for the Village of Lombard by Christopher B. Burke Engineering, Ltd. This work shall be completed for the awarded total contract price of \$996,935.00 (Base Bid and Alternative # 3)

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 SA 18 05 for Cambria Lift Station Rehabilitation – Phase 2 consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number SA 18 05 - Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - vii) Addenda # 1
 - b. The Contractor's Bid Proposal Dated: December 19, 2018
 - 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 within 194 calendar days from the date of the Notice to Proceed. 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 3rd day of January 2019.

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 _____, 2019.

By Position/Title

By Position/Title

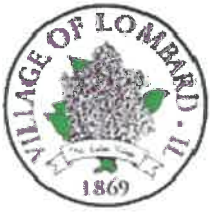
THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 3rd day of January 2019.

Keith Giagnorio, Village President

Attest:

Sharon Kuderna, 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 January 3, 2019, for the construction of the work designated:

CAMBRIA LIFT STATION REHABILITATION - PHASE 2

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 3rd day of
January, 2019.

IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this
____ day of _____, 2019.

VILLAGE OF LOMBARD

PRINCIPAL:

BY: _____
Keith Giagnorio, Village President

BY: _____

ATTEST:

ATTEST:

Sharon Kuderna, Village Clerk

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)

John Neri Construction Company, having submitted a proposal for:

Cambria Lift Station Rehabilitation – Phase 2 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 _____, 2019.

Notary Public