VILLAGE OF LOMBARD REQUEST FOR BOARD OF TRUSTEES ACTION

For Inclusion on Board Agenda Bids and Proposals

TO:	President and V	illage Board	of Trustee	es .		
FROM:	Scott Niehaus,	Village Mana	ger			
DATE:	May 09, 2014	(B of	<u>T</u>) A	GENDA	DATE: M	lay 09, 2014
TITLE:	2014 Sewer Lin RM PROG 11	ing				
SUBMITTED BY:	David A. Dratn	ol, P.E., Villa	nge Engine	er DAR		
RESULTS: Date Bids Were Public Total Number of Bids Total Number of Bids	Received 4		ng Closed	5/9/2014	<u>1</u>	
Bid Security Required		X	Yes		No	
Performance Bond Re		X	_Yes _		No	
Were Any Bids With			Yes	X	No	
Explanation:						
Waiver of Bids Reque	ested?		_Yes _	X	No	
If yes, explain:						
Award Recommended	d to Lowest	X	_Yes _		No	
Responsible Bidder?						
If no, explain:						
FISCAL IMPACT:						
Engineer's estimate/b Amount of Award		\$76,570.50/	\$75,000.00	<u>0</u>		
			Budget			
Sanitary Sewer Linia	ng Program		\$75,00		RM PRO	OG 11
BACKGROUND/RI	ECOMMENDA	TION:				
Has Recommended B	idder Worked fo	r Village Pre	viously	_X	Yes _>	(No
If yes, was quality of	work acceptable				Yes	_No
Was item bid in accor	rdance with Publ	ic Act 85-12	95?	_X	Yes _	_ No
Waiver of bids - Publ	ic Act 85-1295 o	loes not apply	у	_	_Yes	
REVIEW (as needed)):					
Village Attorney XX				Date		
Finance Director XX				Date		
Village Manager XX				Date		
NOTE All - 4-1		All of the Property of	1 2 41 1 1 1 1 1 1		1- 0.00	4 20 - 31 1

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 N

Scott Niehaus, Village Manager

Through:

Carl S. Goldsmith, Director of Public Works (

From:

David A. Dratnol, P.E., Village Engineer

Date:

May 9, 2014

Subject:

2014 Sewer Lining Project

RM PROG 11

The purpose of the Sanitary Sewer Lining Program is to reconstruct certain sections of badly deteriorated sewer pipe throughout the Village. The process utilized for this work is cured-in-place-pipe (CIPP) lining. This process is done without causing extensive disruptions to the residents

This contract was bid through a joint purchase process developed by communities in the DuPage region. The process is based off of the Municipal Partnering Initiative (MPI) that has been successfully implemented in the northern suburbs. The MPI process has one community serve as the lead agency for the purposes of bidding the contract. Each participating community awards a contract based upon their identified quantities.

Eight (8) potential bidders purchased plans for the referenced project. Four (4) bids were received and opened at 9:00 A.M. on May 09, 2014. The bid tabulation is summarized below:

Company	Bid
Hoerr Construction, Inc.	\$353,450.50
Michels Corporation	\$371,789.00
Insituform Technologies USA, LLC	\$380,789.00
American Pipe Liners, Inc.	\$465,457.50

Based on Village of Lombard quantities and the unit prices submitted by Hoerr Construction, Inc., the contract amount is \$76,570.50. The Village has budgeted \$75,000.00 for this work. The Engineering Division recommends awarding this contract to Hoerr Construction, Inc.

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on May 15, 2014. If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.

Part PROD 11 Part PROD 12 Part	Part Properties Propertie	Hoper Construction, Inc. Hoper Construction,	- 20 4 0	unt DAT DAT PAT Pope (Easement) ace Pipe					,									
Advantation Amount	Available Amount Available	Advantated Amount	-2040	unt MO9/2014 09:00:00 AM DAT Be Pipe ace Pipe (Easement) ace Pipe					;									
Bid Opening; 5090;014 05:00:00 AM Por Bax 10 Bid Opening; 5090;014 05:00 AM Por Bax 10 Bid Opening; 5090;014 AM Por Bax 10 Bid Opening; 5090	Exponenting Exposizion American Figure Fig	Exponented By; DAT Probated	- R 4 R	DAT DAT DAT T 1 Representation of the property of the prop					HOGH CO	struction, Inc.	Michels C	orporation	Insitutorm Tec	chnologies USA,				
Field Openliety: 5609/2014 Pob Box 101955 Bit New Main Street Tibble Edizon Avenue Pob Box 101955 Bit New Main Street Tibble Edizon Avenue Pob Box 101955 Bit New Main Street Tibble Edizon Avenue Pob Box 101955 Bit New Main Street Tibble Edizon Avenue Pob Box 101955 Bit New Main Street Tibble Edizon Avenue Pob Box 101955 Bit New Main Street Tibble Edizon Avenue Pob Box 101955 Bit New Main Street Tibble Edizon Avenue Pob Box 101955 Bit New Main Street Tibble Edizon Avenue Pob Box 101955 Bit New Main Street Tibble Edizon Avenue Pob Box 101955 Bit New Main Street Tibble Edizon Avenue Pob Box 101955 Bit New Main Street Tibble Edizon Avenue Pob Box 101955 Bit New Main Street Tibble Edizon Avenue Tibble	Fight Opening: Selection Americal Egity (Fig. 1) Fig. 20 Fig. 30 Fig. 40 Fig. 30 Fig	Figlid Opening: 500774 (9500.00 AM Engineer's Estimate Pool Box 10195 Engineer's Estimate En	- N U 4 N	DAT DAT DAT DAT I T B Pipe B Pipe (Easement) B Pipe (asement)					1601-D	W. Luthy Dr.	POB	ox 128	_	9	American P	ipe Liners, Inc.		
Tabulated By: DAT Pencial II. 61612 Pencial III. 61612 Pe	Tabuhlated By: DAT Engineer's Estimate Preceia, II, 616122 Brownwise, MS.5006-01728 Chaesenfield, Missouri 63005 Highland Park, II, 60035 Precision Highland Park, II, 60035 Highland Park, II,	Tabulated By: DAT		DAT Te Pipe ace Pipe					PO	3ox 10195	817 West	Main Street	17988 Ed	ison Avenue	P.O.	Box 248		
Average Aver	Hear Description	Average Control of Paris C		e Pipe co Pipe (Easement) ace Pipe are Pipe are Pipe (Easement)			Engineer	's Estimate	Peoriz	1, 11, 81812	Brownsville, \	M 53006-0128	Chesterfield,	Missouri 83005	Highland	ark, IL 60035		
Hear Description Unit Ouardiby OlTY Totals Luft Price Totals Unit Price Totals Totals Unit Price Totals Tot	Average Aver	Rem Description Lini Council of Place Pipe Cou		e Pipe co Pipe (Easement) ace Pipe nee Pipe ace Pipe														
Part Percentin Place Pipe Line Part	Hard Place Pipe Life Totals Linit Price Life Linit Price Life	Hear Description Unit Ouanity Oty Totals Unit Price Totals S25.00 S163.095.00 S26.00 S163.095.00 S26.00 S2		e Pipe De Pipe (Easement) ace Pipe ace Pipe ace Pipe (Easement)										25.0			Average	
18	15° Cured in Place Pipe 24.50 15° Cured in Place Pipe 25° Cured in Place Pipe (Easement)	Strong the Place Pipe Carded in Place Pipe Carded		se Pipe co Pipe (Easement) ace Pipe ace Pipe ace Pipe (Easement)		uantiliv	Village	Totals	Unit Price		Unit Price	Totals	Unit Price	Totals	Unit Price	Totals	Unit Price	Totals
LF 20.00 \$0	LF 2020 \$0.00 \$0.	LF 2020 \$0.00 \$0.	2 8° Cured in Place 3 10° Cured in Place 4 12° Cured in Place 5 12° Cure	oe Pipe (Easement) ace Pipe ace Pipe ace Pipe (Easement)	555	5.655			\$26.70	_	\$29.00	\$163,995.00	\$25.60	\$144,768.00	\$34.50	\$195,097.50	\$28.95	\$163,712.2
LF 740 \$33.10 \$66.862.00 \$31.00 \$62.200.00 \$34.30 \$69.200.00 \$37.50 \$77.50.00 \$37.50 \$37.40 \$37.40 \$37.40 \$37.40 \$37.40 \$37.40 \$37.40 \$37.40 \$37.40 \$37.40 \$37.40 \$37.40 \$37.40 \$30.30 <th< td=""><td>LF 740 \$33.10 \$66.862.00 \$31.00 \$62.200 \$34.30 \$69.286.00 \$37.50 \$33.60 \$33.60 \$33.96 \$33.96 \$33.96 \$33.96 \$33.96 \$33.96 \$33.96 \$33.96 \$33.96 \$33.96 \$33.96 \$33.96 \$33.96 \$33.96 \$33.96 \$33.96 \$33.96 \$33.96 \$33.96 \$34.00 \$30.0</td><td>LF 2020 \$33.10 \$66.862.00 \$31.00 \$62.200 \$34.30 \$69.266.00 \$37.50 \$37.60 \$37.50 \$37.60 \$37.70 \$37.50 \$37.70 \$37.70 \$37.70 \$37.60 \$37.70 \$37.70 \$37.70 \$37.70 \$37.70 \$37.70 \$37.70 \$37.60 \$37.70 \$37.70 \$37.70 \$37.70 \$37.70 \$37.70 \$37.70 \$37.60 \$37.70 \$37.70 \$37.70 \$37.70 \$37.70 \$37.70 \$37.70 \$37.70 \$37.70 \$37.70 \$37.70 \$37.70 \$37.70 \$37.70 \$37.70 \$37.</td><td>3 10° Cured in Pla 4 12° Cured in Pla 5 12° Cured in Pla</td><td>ace Pipe ace Pipe ace Pipe (Easement)</td><td>55</td><td>0</td><td></td><td></td><td>\$0.00</td><td>\$0.00</td><td>L</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td><td>\$0.00</td></th<>	LF 740 \$33.10 \$66.862.00 \$31.00 \$62.200 \$34.30 \$69.286.00 \$37.50 \$33.60 \$33.60 \$33.96 \$33.96 \$33.96 \$33.96 \$33.96 \$33.96 \$33.96 \$33.96 \$33.96 \$33.96 \$33.96 \$33.96 \$33.96 \$33.96 \$33.96 \$33.96 \$33.96 \$33.96 \$33.96 \$34.00 \$30.0	LF 2020 \$33.10 \$66.862.00 \$31.00 \$62.200 \$34.30 \$69.266.00 \$37.50 \$37.60 \$37.50 \$37.60 \$37.70 \$37.50 \$37.70 \$37.70 \$37.70 \$37.60 \$37.70 \$37.70 \$37.70 \$37.70 \$37.70 \$37.70 \$37.70 \$37.60 \$37.70 \$37.70 \$37.70 \$37.70 \$37.70 \$37.70 \$37.70 \$37.60 \$37.70 \$37.70 \$37.70 \$37.70 \$37.70 \$37.70 \$37.70 \$37.70 \$37.70 \$37.70 \$37.70 \$37.70 \$37.70 \$37.70 \$37.70 \$37.	3 10° Cured in Pla 4 12° Cured in Pla 5 12° Cured in Pla	ace Pipe ace Pipe ace Pipe (Easement)	55	0			\$0.00	\$0.00	L	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LF 740 \$39,00 \$28,000 \$37,00 \$37,10 \$27,454.00 \$41,00 \$30,340.00 \$38.53 \$28.53 LF 00 \$0.00	LF 740 \$39,00 \$27,00 \$37,00 \$37,10 \$27,454.00 \$41,00 \$30,340.00 \$38.53 \$28.53	LF 740 \$39,00 \$27,00 \$37,00 \$37,10 \$27,454.00 \$41,00 \$30,340.00 \$38.53 \$28.53 LF 690 \$0.00	4 12 Cured in Pla	ace Pipe ace Pipe (Easement)	۳	2,020			\$33.10	\$66,862.00	\$31.00	\$62,620.00	\$34.30	\$69,286.00	\$37.50	\$75,750.00	\$33.98	\$68,639.60
LF 600 \$50.00	LF 60 \$0.00	LF 60 \$0.00	5 12" Cured in Pla	ace Pipe (Easement)		740			\$39.00	\$28,860,00	\$37.00	\$27,380.00	\$37.10	\$27,454.00	\$41.00	\$30,340.00	\$38.53	\$28,512.20
LF 690 \$49.00 \$13,10.00 \$19.50 \$17,00 \$10,00.00 \$13,10.00 \$10,0	LF 690 \$49.00 \$13,810.00 \$48,00 \$13,120.00 \$89.50 \$61,755.00 \$61,050.00 \$65,13 \$44,90 LF 370 \$18,100 \$18,100 \$10,00 </td <td>LF 690 \$49.00 \$33,120.00 \$89.50 \$61,755.00 \$74.00 \$51,080.00 \$65.13 \$44.84 LF 370 \$70.00 \$181,130.00 \$76.00 \$181,130.00 \$77.00 \$77.178.00 \$77.180.00 \$77.080.00</td> <td></td> <td></td> <td><u>"</u></td> <td>0</td> <td></td> <td></td> <td>\$0.00</td> <td>\$0.00</td> <td></td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td>	LF 690 \$49.00 \$33,120.00 \$89.50 \$61,755.00 \$74.00 \$51,080.00 \$65.13 \$44.84 LF 370 \$70.00 \$181,130.00 \$76.00 \$181,130.00 \$77.00 \$77.178.00 \$77.180.00 \$77.080.00			<u>"</u>	0			\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LF 370 \$18,130.00 \$51,00 \$18,178.00 \$21,718.00 \$70,00 \$55,18 \$21,11 LF 450 \$10,00 \$31,500.00 \$76,00 \$34,200.00 \$63,50 \$70,00 \$776.00	LF 370 \$49.00 \$18,130.00 \$51.00 \$58,70 \$21,719.00 \$70.00 \$57.00 \$57.00 \$57.00 \$57.18	LF 370 \$49.00 \$18,130.00 \$51.00 \$58,70 \$70,00 \$70,00 \$57,18 \$71,18 <td>6 15" Cominated</td> <td>Metal Pipe (CMP)</td> <td>5</td> <td>069</td> <td></td> <td></td> <td>\$49.00</td> <td>\$33,810.00</td> <td>\$48.00</td> <td>\$33,120.00</td> <td>\$89.50</td> <td>\$61,755.00</td> <td>\$74.00</td> <td>\$51,060.00</td> <td>\$65.13</td> <td>\$44,939.70</td>	6 15" Cominated	Metal Pipe (CMP)	5	069			\$49.00	\$33,810.00	\$48.00	\$33,120.00	\$89.50	\$61,755.00	\$74.00	\$51,060.00	\$65.13	\$44,939.70
LF 450 \$10.00	LF 450 \$71,50.00 \$71,60.00 </td <td>LF 450 \$71,500 \$71,600</td> <td>7 15" Cured in Pla</td> <td>ace Pine</td> <td>5</td> <td>370</td> <td></td> <td></td> <td>\$49.00</td> <td>\$18,130.00</td> <td>\$51.00</td> <td>\$18,870.00</td> <td>\$58.70</td> <td>\$21,719.00</td> <td>\$70.00</td> <td>\$25,900.00</td> <td>\$57.18</td> <td>\$21,156.60</td>	LF 450 \$71,500 \$71,600	7 15" Cured in Pla	ace Pine	5	370			\$49.00	\$18,130.00	\$51.00	\$18,870.00	\$58.70	\$21,719.00	\$70.00	\$25,900.00	\$57.18	\$21,156.60
LF 0 \$10.00 \$0	LF 0 \$0.00<	LF 0 \$0.00<	8 18" Cured in Pla	ace Pipe	4	450			\$70.00	\$31,500.00		\$34,200.00	\$63.50	\$28,575.00	\$101.00	\$45,450.00	\$777.63	\$34,933.50
LF 0 \$10.00 \$0	LF	LF 0 \$0.00 \$0.	9 21" Cured in Pla	ace Pipe	4	0			\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LF 0 \$0.00 \$0.	LF 0 \$0.00<	LF 0 \$0.00 \$0.	10 24" Cured in Pls	aca Pine	4	0			\$0.00	\$0.00		\$0.00	\$0,00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EA 65 \$100.00 \$6.500.00 \$112.00 \$71.260.00 \$110.00 \$77.150.00 \$170.00 \$110.50.00 \$123.00 EA 164 \$75.00 \$12.300.00 \$128.00 \$72.60.00 \$75.00 \$127.000.00 \$10.25 EA 15 \$300.00 \$4.500.00 \$244.00 \$3.600.00 \$7.969.50 \$250.00 \$10.500 \$31.025 As Read \$0.00 \$As Read \$323.450.50 As Read \$371.789.00 As Read \$369.976.50 As read \$465.457.50	EA 65 \$100.00 \$6.500.00 \$112.00 \$17.200.00 \$17.00 \$17.000 \$17.	EA 65 \$100.00 \$6.500.00 \$112.00 \$17.200.00 \$17.000 \$17	11 24" Cured in Pla	ace Pine (Easement)	5	0			\$0.00	\$0.00	L	\$0.00	00'0\$	00'0\$	\$0.00	\$0.00	\$0.00	\$0.00
EA 164 \$75.00 \$12.300.00 \$12.300.00 \$12.300.00 \$10.25 EA 15 \$0.00 \$4.500.00 \$24.00 \$2.860.00 \$57.969.50 \$1.00.00 \$3.91.33 As Read \$0.00 \$8.860.00 \$371.789.00 \$371.789.00 \$280.976.50 \$465.457.50	EA 164 \$75.00 \$12.300.00 \$12.300.00 \$12.300.00 \$10.25 EA 15 \$5.00 \$4.500.00 \$24.00 \$2.800.00 \$5.51.30 \$7.969.50 \$10.00 \$31.025 As Read \$0.00 Corrected \$353.450.50 Corrected \$353.450.50 Corrected \$380.976.50 Corrected \$465.457.50	EA 164 \$75.00 \$12.300.00 \$12.300.00 \$12.300.00 \$10.25 EA 15 \$300.00 \$4.500.00 \$2.44.00 \$2.060.00 \$5.31.30 \$7.969.50 \$10.00 \$3.00.00 \$3.00.00 <	12 Re-instatement	of Service Laterals - Sanitary Sewer	ā	65			\$100.00	\$6,500.00	\$112.00	\$7,280.00	\$110.00	\$7,150.00	\$170.00	\$11,050.00	\$123.00	\$7,995.00
EA 15 15 23.00.00 \$4.500.00 \$23.00.00 \$23.00.00 \$23.1.30 \$7.969.50 \$250.00 \$33.7.33 \$7.869.50 \$250.00 \$33.7.33 \$7.869.50 \$250.00 \$250.00 \$23.7.33 \$7.869.50 \$2.760.00 \$23.7.33 \$7.869.50 \$2.760.00 \$2.760.00 \$2.760.00 \$2.77.789.00 \$2.760.00 \$2.77.789.00 \$	EA 15 5300.00 \$4,500.00 \$1,800.00 \$23,800.00 \$1,800.	EA 15 15 15 15 100.00 \$4,500.00 \$234,00 \$336,00 \$531,30 \$7,969,50 \$250,00 \$33,750 \$331,33 \$7,869,50 \$250,00 \$337,33 \$7,869,50 \$250,00 \$337,33 \$7,890,976,50 \$7,890	13 Re-Instalement	of Service Laterals - Storm Sewer	Ā	164			\$75.00	\$12,300.00	\$126.00	\$20,664.00	\$75.00	\$12,300.00	\$165.00	\$27,060.00	\$110.25	\$18,081.00
As Read \$0.00 As Read \$353.450.50 As Read \$371,789.00 Corrected \$380,976.50 Corrected \$465,457.50	As Read \$0.00 As Read \$353,450.50 As Read \$371,789.00 Corrected \$353,450.50 Corrected \$353,450.50 Corrected \$350,076.50 Corrected \$465,457.50	As Read \$0.00 As Read \$353,450.50 As Read \$371,789.00 Corrected \$0.00 Corrected \$353,450.50 Corrected \$371,789.00 Corrected \$380,976.50 Corrected \$465,457.50	14 Protruding Tap	Removal	EA	15			\$300.00	\$4,500.00	\$244.00	\$3,660.00	\$531.30	\$7,969.50	\$250.00	\$3,750.00	\$331.33	\$4,969.95
\$0.00 As Read \$353,450.50 As Read \$371,789.00 As Read \$380,976.50 As read \$465,457.50 \$0.00 Corrected \$353,450.50 Corrected \$371,789.00 Corrected \$380,976.50 Corrected \$465,457.50	\$0.00 As Read \$353,450.50 As Read \$371,789.00 Corrected \$380,976.50 Corrected \$465,457.50	\$0.00 As Read \$353,450.50 As Read \$371,789.00 Corrected \$380,976.50 Corrected \$465,457.50					88				271							
\$0.00 Corrected \$353.450.50 Corrected \$380,976.50 Corrected \$465.457.50	\$0,00 Corrected \$353,450.50 Corrected \$371,789.00 Corrected \$380,976.50 Corrected \$455,457,50	\$0,00 Corrected \$353,450.50 Corrected \$371,789.00 Corrected \$380,976.50 Corrected \$465,457.50				<u>×</u>	us Read	\$0.00	As Read	\$353,450.50	As Read	\$371,789.00	As Read	\$380,976.50	As read	\$465,457,50		
						0	corrected	\$0.00	Corrected	\$353,450.50	Солество	\$371,789.00	Corrected	\$380,976.50	Corrected	\$465,457.50		\$392,939.80

	Village of Lombard FY 2014 Sewer Lining			Hoerr Con	struction, Inc.
	RM PROG 11			1601-D \ P.O. E	N. Luthy Dr. Box 10195 I, IL 61612
item					
No	Item Description	Unit	Quantitiy	Unit Price	Totals
1	8" Cured in Place Pipe	LF	955	\$26.70	\$25,498.5
	8" Cured in Place Pipe (Easement)	LF	0		\$0.0
	10" Cured in Place Pipe	LF	820	\$33.10	\$27,142.0
	12" Cured in Place Pipe	LF	370	\$39.00	\$14,430.0
5	12" Cured in Place Pipe (Easement)	LF	0	\$0.00	\$0.0
6	15" Corrugated Metal Pipe (CMP)	LF	0	\$49.00	\$0.0
	15" Cured in Place Pipe	LF	0	\$49.00	\$0.0
8	18" Cured in Place Pipe	LF	0	\$70.00	\$0.0
	21" Cured in Place Pipe	LF	0	\$0.00	\$0.0
10	24" Cured in Place Pipe	LF	0	\$0.00	\$0.0
11	24" Cured in Place Pipe (Easement)	LF	0	\$0.00	\$0.0
12	Re-instatement of Service Laterals - Sanitary Sewer	EA	50	\$100.00	\$5,000.0
13	Re-instatement of Service Laterals - Storm Sewer	EA	20	\$75.00	\$1,500.0
14	Protruding Tap Removal	EA	10	\$300.00	\$3,000.0
		\vdash	<u> </u>		\$76,570 .

VILLAGE OF LOMBARD

CONTRACT

CONTRACT DOCUMENT NUMBER RM PROG 11

Vil	lage o	of Lon	t is made this day of, 2014, between and shall be binding upon the bard, an Illinois municipal corporation (hereinafter referred to as the "Village") and ction, Inc. (hereinafter referred to as the "Contractor") and their respective successors.
Co	ntract	or agr	t in consideration of the mutual promises of the parties delineated in the Contract Documents, the ees to perform the services and the Village agrees to pay for the following services as set forth in ocuments:
			FY 2014 SEWER LINING
1.			act shall embrace and include all of the applicable Contract Documents listed below as if ereto or repeated herein:
			a. Contract Document Number RM PROG 11 for FY 2014 SEWER LINING
		i)	Cover Sheet
		ii)	Table of Contents
		iii)	Notice to Bidders on Contract Document Number RM PROG 11 - Legal Notice
		iv)	General Provisions
		v)	Special Provisions
		vi)	Plans and Specifications
	b.	The C	Contractor's Bid Proposal Dated:
	c.	Requ	ired Performance and Payment Bonds and Certificate(s) of Insurance
	d.	Exec	uted 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 180 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.

Witten approvar or oom paraes.	
IN WITNESS WHEREOF, the Village of Locaused this Contract to be executed by their respecting 2014.	ombard, Illinois, and the Contractor have each hereunto ve duly authorized representatives this day of
If an individual or partnership, the individual or all pauthorized shall sign.	partners shall sign or, if a corporation, an officer(s) duly
Prin	t Company Name
Individual or Partnership Corporation	
Accepted this day of, 2014.	
Ву	Position/Title
Ву	Position/Title
THE VILLAGE OF LOMBARD, ILLINOIS	
Accepted this day of, 2014.	
	Keith Giagnorio, Village President
Attest:	Sharon Kuderna, Village Clerk

VILLAGE OF LOMBARD

CONTRACT BOND

KNOW ALL MEN BY 1	THESE PRESENTS, that we		a company
organized under the laws of the	State of and	l licensed to do business in	the State of
Illinois as Principal and	, a corporati	on organized and existing u	inder the laws of
the State of	, with authority to do business in	the State of Illinois, as Sure	ety, are now held
and firmly bound unto the Villag	ge 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 Vil	lage for the payment of wh	ich we bind
ourselves, our successors and ass	signs, jointly, severally, and firmly	by these presents.	
entered into a written contract w	E FOREGOING OBLIGATION Is ith the Village of Lombard, acting, for the construction of	through the President and	-

FY 2014 SEWER 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, 2014.	IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this day of, 2014.
VILLAGE OF LOMBARD	PRINCIPAL:
BY: Village President	BY:
ATTEST:	ATTEST:
Village Clerk	
	SURETY:
	BY:
	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)
Hoerr Construction. Inc. (Name of Company) , having submitted a proposal for:
FY 2014 SEWER LINING 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 Alcoho Use and Testing, 49 CFR Parts 40 and 382 and that
By: Authorized Agent of Contractor
Subscribed and sworn to before me this day of, 2014.
Notary Public