

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: April 9, 2018 (B of T) Date: April 19, 2018
TITLE: Bid Opening For: FY 2018 Sewer Lining and Rear Yard Sewer Lining
RM PROG 11 & 31
SUBMITTED BY: David Gorman, P.E., Assistant Director of Public Works *DRZ*

RESULTS:

Date Bids Were Published 03/06/2017 Bidding Closed 03/24/2017
Total Number of Bids Received 6
Total Number of Bidders Meeting Specifications 6
Bid Security Required X Yes No
Performance Bond Required X Yes No
Were Any Bids Withdrawn Yes X No
Explanation:
Waiver of Bids Requested? X Yes No
If yes, explain: A bid process is not required to extend the prior year Contract.
Award Recommended to Lowest X Yes No
Responsible Bidder?
If no, explain:

FISCAL IMPACT:

Engineer's estimate/budget estimate: \$178,481.61/181,000.00
Amount of Award: \$178,481.61

Sewer Lining:	\$91,329.34	Water/Sewer Capital	RM 11
Rear Yard Sewer Lining:	\$87,152.27	Water/Sewer Capital	RM 31

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 Niehaus, Village Manager
Through: Carl Goldsmith, Director of Public Works *CG*
From: David Gorman, P.E., Assistant Director of Public Works *DG*
Date: April 9, 2018
Subject: FY 2018 Sewer Lining and Rear Yard Sewer Lining.

The 2018 Sewer Lining and Rear Yard Sewer Lining contract is proposed as an extension of the 2017 contract. The contract language included an option to renew the contract for two additional one-year periods, subject to acceptable performance by the Contractor, Hoerr Construction, Inc. For subsequent terms, unit prices are increased by the regional CPI, not to exceed 2%.

Public Works recommends renewing this contract with Hoerr Construction for 2018.

Program	CIP Budget	Contract Price	Difference
Sewer Lining RM PROG 11	\$81,000.00	\$91,329.34	-\$10,329.34
Rear Yard Sewer Lining RM PROG 31	\$100,000.00	\$87,152.27	\$12,847.73
TOTAL	\$181,000.00	\$178,481.61	\$2,518.39

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on April 19, 2018. If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.

VILLAGE OF LOMBARD

CONTRACTOR'S CERTIFICATION

Robert J. Kilbride, having been first duly ^{affirmed} sworn and states as follows:
(Officer or Owner of Company)

Heem Construction, Inc., having submitted a proposal for:
(Name of Company)

FY 2018 Sewer Lining RM PROG 11 & 31, 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 employee drivers
(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: Robert J. Kilbride
Authorized Agent of Contractor

Subscribed and ^{affirmed} sworn to
before me this 23
day of March, 2018.

Rebecca C. Wiegand
Notary Public



VILLAGE OF LOMBARD

CONTRACT

CONTRACT DOCUMENT NUMBER RM PROG 11 & 31

This agreement is made this 19th day of April, 2018, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Hoerr Construction, 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:

2018 Contract Extension for RFB 2017-103 Sewer Lining and Rear Yard Sewer Lining

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 11 & 31 RFB 2017-103 Sewer Lining and Rear Yard Sewer Lining, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number RM PROG 11 & 31 for RFB 2017-103 Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - b. The Contractor's Bid Proposal Dated: March 24, 2017
 - c. Required Performance and Payment Bonds and Certificate(s) of Insurance
 - d. Executed Bidder's Certification Form.
 - e. Contract Renewal Proposal dated March 16, 2018
2. The Village agrees to pay, and the Contractor agrees to accept as full payment the amount as shown on the

Contract Document Number RM PROG 11 & 31 for RFB 2017-103 Sewer Lining and Rear Yard Lining

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 November 2, 2018. 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 19th day of April, 2018.

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

Hoerv Construction, Inc.

Print Company Name

Individual or Partnership _____ Corporation X

Accepted this 23 day of March, 2018.

By [Signature]

President

Position/Title

By [Signature]

Vice President

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 19th day of April, 2018.

Keith T. Giagnorio, Village President

Attest:

Sharon Kuderna, Village Clerk

ID	Upstream MH	Downstream MH	Street	Dia.	Unit Price	Length	Service Re-	Easement	
SAN609A006	SN609132	SN609130	Kenilworth Ct	8	\$ 31.59	315	7	Yes	\$ 9,950.85
SAN609A065	SN609130	SN609801	Kenilworth Ct	8	\$ 31.59	323	0	Yes	\$ 10,203.57
SAN618D068	SN618062	SN618061	Ann St East of Pond	8	\$ 31.59	159		No	\$ 5,022.81
SAN618D070	SN618074	SN618062	Morris East of Pond	8	\$ 31.59	162		No	\$ 5,117.58
SAN619B082	SN619320	SN619274	S Elizabeth St/Finley Ap	8	\$ 31.59	368		No	\$ 11,625.12
SAN607C011	SN607245	SN607235	Edson/Finley Rear Yard	10	\$ 33.63	70		No	\$ 2,354.10
SAN607C012	SN607235	SN607284	Finley Rd	10	\$ 33.63	296		No	\$ 9,954.48
SAN607D046	SN607065	SN607084	Edson to Brewster Ally	10	\$ 33.63	411		No	\$ 13,821.93
SAN607D093	SN607083	SN607245	506/512 Edson	10	\$ 33.63	318		No	\$ 10,694.34
SAN620D026	SN620070	SN620074	Rosebud to Ainsley	10	\$ 33.63	116	1	No	\$ 3,901.08
SAN620D028	SN620074	SN620073	Rosebud to Ainsley	10	\$ 33.63	134		No	\$ 4,506.42
Sub Total Rear Yard Lining									\$ 87,152.28

SAN609C088	SN609800	SN609112	Kelly CT.	8	\$ 24.97	335	13		\$ 8,364.95
SAN618A020	SN618151	SN618150	Harrison Rd. West of Fir	8	\$ 24.97	263	0		\$ 6,567.11
SAN608C089	SN608013	SN608801	Morningside Ave	15	\$ 42.29	387	4		\$ 16,366.23
SAN608C066	SN608014	SN608013	Lombard Ave	8	\$ 24.97	303	4		\$ 7,565.91
SAN608C067	SN608015	SN608013	Morningside Ave	10	\$ 27.00	252	3		\$ 6,804.00
SAN608C065	SN608016	SN608017	Stewart Ave	10	\$ 27.00	281	9		\$ 7,587.00
SAN608C063	SN608017	SN608018	Stewart Ave	10	\$ 27.00	341	11		\$ 9,207.00
SAN617A028	SN68332	SN617059	E Taylor	18	\$ 55.03	173	0		\$ 9,520.19
SAN617A046	SN617059	SN617058	E Taylor	18	\$ 55.03	59	0		\$ 3,246.77
SAN605B081	SN605112	SN605092	E PLEASANT LN	8	\$ 24.97	333	0		\$ 8,315.01
Subtotal Lining									\$ 83,544.17
Unit Price End Seals									
\$ 122.28							42		\$ 5,135.76
Unit Price Service Re-instatement									
\$ 50.95							52		\$ 2,649.40
Total Price									\$ 178,481.61

VILLAGE OF LOMBARD

CONTRACT BOND

Bond Number 2380402

KNOW ALL MEN BY THESE PRESENTS, that we Hoerr Construction 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 West Bend Mutual Insurance Company, a corporation organized and existing under the laws of the State of Wisconsin, 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 Seventy Eight Thousand Four Hundred Eighty One Dollars & 61/100 dollars (\$ 178,481.61) 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 April 19, 2018, for the construction of the work designated:

RM PROG 11 & 31 for Contract Extension of RFB 2017-103 Sewer Lining and Rear Yard 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 19th day of April, 2018.

IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this 19th day of April, 2018.

VILLAGE OF LOMBARD

PRINCIPAL:

Hoerr Construction Inc.

BY: _____
Village President

BY:  _____

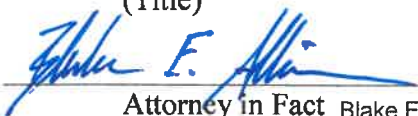
ATTEST:

Village Clerk

ATTEST:
 _____

SURETY: West Bend Mutual Insurance Company

BY: _____
(Title)

BY:  _____
Attorney in Fact Blake E Allison

BY: _____

(SEAL)

State of Illinois

} ss:

County of Macon

On 19th day of April, 2018 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Blake E Allison**

known to me to be Attorney-in-Fact of **West Bend Mutual Insurance Company** the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Glenda Hoffman

(Notary Public)



POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Blake E Allison

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

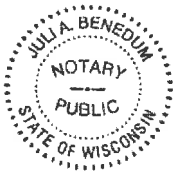
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum
Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 19th day of April, 2018.



Heather A. Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.