



## VILLAGE OF LOMBARD CONTRACT

### MANHOLE REHABILITATION PROGRAM 2022 CONTRACT DOCUMENT NUMBER RM PROG 37

This agreement is made this 5<sup>th</sup> day of May, 2022, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and  
Structured Solutions, LLC (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 scope of work involves the following pay items, Geopolymer Liner, Root Treatment, New Rings/Reset Frame, Repair Bench/Channel, Grout & Wipe Joints, Chimney Seal, and Traffic Control & Protection totaling \$145,122.00

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 37 for Manhole Rehabilitation Program 2022, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Legal Notice
    - iv) Schedule of Prices
    - v) General Terms and Conditions
    - vi) Summary of Work
    - vii) Appendix A (Additional Municipality -Specific Information)
    - viii) Appendix B (Contractor References, Qualifications of Certain Bidders, Anti-Collusion/Affidavit and Contractors Certification, Conflict of Interest, Tax Compliance Affidavit, Sub Contractor Information)
    - ix) Appendix C (Project Locations)
    - x) Addenda #1, Issued March 31, 2022
    - xi) Addenda #2, Issued April 6, 2022
    - xii) Contract Rider Dated April 21, 2022
  - b. The Contractor's Bid Proposal Dated: April 6, 2022
  - c. Required Performance, Payment, and Maintenance 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 11, 2022. Time is of the essence concerning 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, before 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 27 day of April 2022.

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

Structured Solutions, LLC

Print Company Name

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

Accepted this 27 day of APRIL, 2022.

  
By Benjamin S. Price

\_\_\_\_\_  
President  
Position/Title

  
By Joshua Price

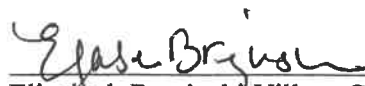
\_\_\_\_\_  
Secretary  
Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 5th day of May, 2022.

  
Keith Giagnorio, Village President

Attest:

  
Elizabeth Brezinski, Village Clerk



### VILLAGE OF LOMBARD CONTRACTOR'S CERTIFICATION

Benjamin S. Price, having been first duly sworn depose and states as follows:  
(Officer or Owner of Company)

Structured Solutions, LLC, having submitted a proposal for:  
(Name of Company)

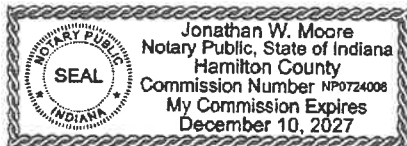
the MANHOLE REHABILITATION PROGRAM 2022 to the Village of Lombard, hereby certifies that said Contractor:

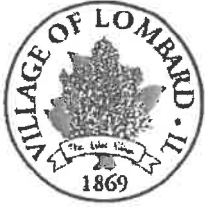
1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
  - a. it is contesting its liability for the tax or the amount of tax in accordance with 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:   
Authorized Agent of Contractor

Subscribed and sworn to before me this 27 day of APRIL, 2022.

  
Notary Public





April 21, 2022

# VILLAGE OF LOMBARD Contract Rider

## GENERAL TERMS AND CONDITIONS

### 4.0 Term

Revise paragraph 2:

For subsequent terms, requests for price increases shall be submitted directly to the Village of Lombard. Only previously authorized unit prices, which were not included in any of the Base Bid years (1, 2, or 3) shall be eligible. Price increases shall be limited to the CPI of the Chicago-Gary-Kenosha Index from the date of the approved contract to the date of the next years' contract. In the event the annual change in the CPI for the preceding calendar year is negative, no change in unit prices shall occur.

### 34. INVOICE AND PAYMENTS

**Invoices shall be delivered to:**

Village of Lombard  
ATTN: Ray Schwab, Civil Engineer II  
255 East Wilson Avenue  
Lombard, IL 60148

### 50. PERMITS AND LICENSES

Add the following:

C. Per Village Code (Title 9, Chapter 97, Section 97.200) the Contractor must obtain a permit for the movement of any overweight or oversize vehicle within the jurisdiction of the Village. If any of the following limits are exceeded, a permit is required.

<b>Maximum Gross Weight:</b>	<b>80,000 pounds</b>
<b>Maximum Gross Length:</b>	
Tractor Trailer	65 feet
Truck Trailer	60 feet
Truck Tractor Combined with Semitrailer	65 feet
<b>Maximum Gross Width:</b>	<b>8 feet 6 inches</b>
<b>Maximum Gross Height:</b>	<b>13 feet 6 inches</b>
<b>Maximum Single Axle Weight Limit</b>	<b>20,000 pounds</b>
<b>Maximum Axle Tandem Weight Limit</b>	<b>34,000 pounds</b>

Such equipment owned and operated by a private contractor used in the construction of projects for the Village of Lombard requires a permit and is subject to normal permit fees and fines. The Village Code may be found at

<http://lombard.legistar.com/View.ashx?M=F&ID=8825587&GUID=7C80C5A3-0B44-4503-81B5-D389CABE0834>

**The Contractor must be familiar with this Code, which is strictly enforced. Offenders will be subject to fines, arrest, and prosecution.**

The Lombard Police Department is using an online-based permitting system via the website, [www.oxcartpermits.com](http://www.oxcartpermits.com). Contractors applying for an overweight/oversize permit will need to use the Oxcart permitting website and set up an account.

Visit <http://www.villageoflombard.org/296/Other-Permits> and <http://www.villageoflombard.org/DocumentCenter/View/159/Village-Truck-Routes-PDF?bidId> regarding enforcement and truck routes. If you have any questions regarding these permits, please contact Sergeant Joseph Menolascino of the Lombard Police Department at 630-873-4497 or by e-mail at [MenolascinoJ@villageoflombard.org](mailto:MenolascinoJ@villageoflombard.org)

## **2022 MUNICIPAL PARTNERING INITIATIVE SANITARY MANHOLE REHABILITATION SUMMARY OF WORK**

### **3.0 Maintenance Bond**

The Contractor is required to furnish a maintenance bond approved by the Governmental Agency in the amount equal to ten percent (10%) of the contract price. This bond shall provide a guarantee against defective materials and workmanship on all materials, items, and work furnished under this contract, including contract changes and additions for three years from the date of written final acceptance and final payment. If within the guarantee three (3) year period, any defects or signs of deterioration are noted which, in the opinion of the municipality, are due to the faulty installation, workmanship, or materials, the municipality shall notify the Contractor. At the Contractor's expense, the Contractor agrees to make any repairs, adjustments, or replacements to correct the condition/s to the complete satisfaction of the municipality where the work has been completed.

### **4.0 Contract Completion Date and Interim Completion Dates**

The Contractor shall execute the contract within ten working days after the contract is awarded by the Governmental Agency.

The Contractor shall coordinate directly with the Public Works Director (or his/her designee) for each Government Agency to Schedule the work. Interim dates: The Contractor shall complete all work under this Contract on or before November 11, 2022. Agreement to final contract quantities must be completed on or before December 2, 2022. All deliverables must be submitted no later than December 15, 2022. In the event, the Contractor does not complete the work within the specified dates with the Contract, liquidated damages will accrue per Contract Clause 12.0 **Prosecution and Progress**.

**12.0 Prosecution and Progress**

The Contractor shall complete all work under this Contract on or before November 11, 2022. Should the Contractor fail to complete the work within the timeframe provided for in the Contract or within such extended time as may have been allowed, the Contractor shall be liable to pay the Village, not as a penalty but in the form of damages, additional costs incurred by the Village, both in the office and on the job site, relative to the Contract thereof. Costs include only those expenses above those normally incurred had the Work been completed within the time allowed in the Contract.

Costs include any professional services, including but not limited to surveying, design, construction observation, construction material testing, geotechnical engineering, environmental and legal services provided by independent consultants (the "Consultants/Consultant"). Eligible Consultant costs also include but are not limited to travel, overtime, and business indirect and direct overhead. Professional services shall be billed at each Consultant's contracted hourly or fixed rate.

In-house services are also eligible for damages as a result of Contractor delay, error, or negligence. This includes but is not limited to personnel and equipment costs incurred by the Village. The cost of such services includes hourly and overtime charges and any associated hourly equipment costs. In addition to the foregoing, the Contractor shall also be liable and shall pay to the Village any costs including but not limited to administration, engineering, inspection, and supervision that the Village incurred as a result of the Contractor canceling or rescheduling work without giving sufficient notice (no later than 2:30 PM the prior business day) to the Engineer.

Extra incurred costs in the form of damages (as defined above) shall be deducted from payments due to the Contractor. If the amounts due to the Contractor are insufficient to cover the damages, the Contractor shall reimburse the Village in the amount necessary to cover these costs.

**18.0 Water Usage**

A Contractor who has a relatively stationary operation (underground utility installation/repair) may request to use fire hydrants within the project area. **Fire hydrant usage will only be allowed after the Contractor receives authorization from the Village.** The Village has the option of designating a hydrant(s) that the Contractor can utilize within the work zone or project area. Before drawing water from any fire hydrant, the Contractor shall rent a water meter and RPZ valve from the Village. The meter and RPZ valve must be connected to the fire hydrant while it is in use. **Meter rentals must be returned after 90 days.** Meter rentals may be renewed after 90 days; however, rental and usage fees at the time of renewal will be charged. Meter renewals will require a new deposit and a renewal fee. The Village will refund any balance from the daily rental fee incurred during the 90-day rental period.

Billing rates and fees are listed below.

**Water Meter Rental Charges**

**5/8" or 3/4" Meter**

Initial Administration Fee	\$40.00
Deposit	\$500.00
Meter Rental Fee (per day)	\$3.00
Maximum Rental Time	90 days
Renewal Fee	\$10.00

**2" Meter**

Initial Administration Fee	\$40.00
Deposit	\$2,000.00
Meter Rental Fee (per day)	\$5.00
Maximum Rental Time	90 days
Renewal Fee	\$10.00

The VILLAGE will not charge for water. However, all water usage must be metered. This applies to both stationary operations (by water meter/RPZ) and moving operations (by bulk station allocations). Unauthorized or improper use of the water system or neglecting to properly meter water use shall subject the offender(s) to arrest and prosecution.

Contractors wishing to rent a water meter should contact the Village Department of Public Works at (630) 620-5740. The Finance Department will deduct the water meter rental fee from the deposit. Note: The Village does have a limited supply of water meter/RPZ valves. In the event a meter is not available, the Contractor would need to utilize the bulk water alternative to conduct his work.

**The contractor can utilize the bulk water station located within the Village Complex, just west of the Public Works Building.** Terms and conditions are as follows; The Contractor will need to set up an online account by utilizing the following web address: <http://www.villageoflombard.org/451/Water-Fill-Station> Allow a minimum of one business day for the request to be processed. Once the request is approved the Contractor will need to identify the vehicle(s), a driver (s), plate number(s), and the capacity of the vehicle. The Contractor will also need to establish a four-digit access number and a four-digit PIN (Personal Identification Number). Based on the amount of watering and supplemental watering calculated per the relevant articles of the contract document, the Contractor will be allotted a stipend amount of water to execute the work. In the event additional water is necessary, the Contractor shall contact the Engineer. The Engineer will review the usage and determine if and how much additional water will be dispensed at no charge to the Contractor.

For questions or clarifications about the registration process and/or usage of the fill station contact, Brian Jack, Utilities Superintendent, or Shaun Stillwell, Water/Sewer Supervisor at the Department of Public Works at (630) 620-5740

#### 19.0: Pay Estimates

The Village of Lombard will provide a spreadsheet that will list the manhole number and the scope of rehabilitation work to be performed. The contractor shall submit any changes at time of submittal of pay estimates, and two-week schedules. The spreadsheet shall include at a minimum, the following items: the manhole number (provided by Government Agency), location (street), diameter of the structure, depth of the structure and the number of units associated with the respective pay item. The items mentioned above are in addition to other required submittals, i.e., certified payroll, waivers of lien, invoice, and the payout form provided by the Village of Lombard.

Add Local Road and Street Recurring Special Provision Check Sheet #15 as revised below.

The Contractor shall apply for partial payment, not more than once each month. Payment is predicated on approval of the Contractor's affidavit and partial waiver(s) of lien. Subsequent pay estimates will not be processed until partial waivers have been received and approved for all previous pay estimates. Retainage will not be deposited under any trust agreement. The Contractor will have the option to receive payment by check through the U.S. mail or payment via Electronic Funds Transfer (EFT). EFT payments will be made on Fridays (excluding bank holidays). If a bank holiday falls on a Friday, the EFT payment will be dated on the last working day before the holiday.

**NO OTHER PAYMENT OPTIONS SHALL BE ALLOWED**

As a condition of final payment, all final waivers from all subcontractors and suppliers (*including copies of final waivers previously submitted for prior partial payments*), must accompany the Final Waiver and release of payment to the Contractor. Notwithstanding the foregoing, any payment, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract or the performance, payment, and warranty bond as per paragraphs 9.1 & 9.2 under **CONTRACT BONDS** and paragraph 3.0 **Maintenance Bond** on page 22.



## **SECTION 700. WORK ZONE TRAFFIC CONTROL, SIGNING, AND PAVEMENT MARKING**

### **SECTION 701. WORK ZONE TRAFFIC CONTROL**

REV. 2/22

This work shall be performed in accordance with Sections 701 of the Illinois Standard Specifications for Road and Bridge Construction (adopted January 1, 2022), and any Highway Standards contained herein with the following clarifications.

Special attention is called to Articles 107.09 and 107.14 and the following Highway Standards, latest edition:

- 701501 Urban Lane Closure, 2L, 2W Undivided
- 701502 Urban Lane Closure, 2L, 2W, with Bidirectional Left Turn Lane
- 701602 Urban Lane Closure, Multilane, 2W with Bidirectional Left Turn Lane
- 701606 Urban Single Lane Closure, Multilane, 2W with Mountable Median
- 701611 Urban Half Road Closure, Multilane, 2W with Mountable Median
- 701701 Urban Lane Closure, Multilane Intersection
- 701801 Sidewalk, Corner, or Crosswalk Closure
- 701901 Traffic Control Devices

#### **701.04 General.** Add the following:

The Contractor shall maintain at least one lane of traffic for local and emergency use at all times. Entrances to driveways and side roads shall also be maintained. All signs except those referring to daily lane closures shall be post-mounted in accordance with Standard 720001.

The Contractor shall make frequent inspections of the work zone. Any traffic control items that are worn, damaged, or inoperative to the extent that they no longer meet these specifications or that have been displaced shall be repaired or removed and replaced. Traffic control items shall be properly installed and operational 24 hours a day, 7 days a week. The Contractor shall respond to requests from the Village to correct traffic control deficiencies that constitute an immediate safety hazard within 4 hours of the request and within 24 hours for all other traffic control deficiencies. If this specification is not met within 4 hours of notice, the Village will take whatever action it may deem necessary to bring the traffic control within specification. If the Village corrects the deficiency, the Village will deduct \$500 plus all costs (actual and incurred) from amounts due or which may become due to the Contractor. This corrective action will in no way relieve the Contractor of its contractual requirements or responsibilities.

If the Contractor fails to restore the required traffic control and protection within the 4 hour or the 24-hour time limit, the Engineer will also impose a daily monetary deduction for each 24-hour period (or portion thereof) the deficiency exists. This time period will begin with the time of notification to the Contractor and end with the Engineer's acceptance of the corrections. For this project, the daily deduction will be   \*   per day.

- \* The cost of the daily deduction will be calculated by dividing three percent (3%) of the awarded contract price by the number of calendar days anticipated for this project. The number of calendar days anticipated for this project shall be submitted by the contractor before mobilization. This procedure is to be followed regardless of whether the contract is based upon working days, contains a completion date, or has an incentive/disincentive clause.

**701.10 Surveillance.** Add Local Road and Street Recurring Special Provision Check Sheet #3

**701.13 Flaggers.** Add Local Road and Street Recurring Special Provision Check Sheet #4.

**701.16 Lights.** Add the following:

All traffic control devices that require illumination shall be completely operational at all times. Non-working illuminating fixtures shall be considered deficient and shall be repaired and/or replaced as indicated herein.

**701.19 Method of Measurement.** Delete the entire section and replace it with: Traffic Control and Protection will be measured on a lump sum basis.

**701.20 Basis of Payment.** Delete paragraph one of section (a), and sections (b), (c) (d), (e), (f), and (g) and add the following: No compensation for any delays that may be incurred by Contractor in complying with this special provision shall be made. This work will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, less amounts deducted for non-compliance with this special provision.

#### **Additional Municipality-Specific Information**

##### **Village of Lombard**

Project Manager – Ray Schwab, Civil Engineer II, 630-620-5979

[schwabr@villageoflombard.org](mailto:schwabr@villageoflombard.org)

Local Parking Plan - overnight parking is available at Public Works Facility located at 1051 S. Hammerschmidt, the Surges Facility located at 1130 North Garfield Street, and 641 North Main Street. Arrangements are to be finalized with the Village before mobilization of the contractor.

Local Water Plan – refer to 18.0 Water Usage.

Maps - Maps are attached.

**SCHEDULE OF PRICES  
Village of Lombard**

**A. UNIT PRICE CONTRACT**

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

We hereby agree to furnish to the Villages of Bartlett and Roselle all items required to complete the Sanitary Manhole Rehabilitation in accordance with provisions, instructions, and specifications of the Village of Bartlett/Village of Roselle/Village of Lombard for the prices as follows:

<b>Base Bid Year 1</b>					
Bid Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
1	Geopolymer Manhole Sealing	VF	468	\$199.00	\$93,132.00
2	Root Treatment	EA	5	\$350.00	\$ 1,750.00
3	New Rings/Reset Frame	EA	3	\$1,950.00	\$ 5,850.00
4	Repair Bench/Channel	EA	29	\$650.00	\$18,850.00
6	Grout & Wipe Joints	EA	16	\$685.00	\$10,960.00
AUP 1	Chimney Seal	EA	12	\$715.00	\$ 8,580.00
AUP 2	Traffic Control and Protection	LSum	1	\$6000.00	\$ 6,000.00

Total Contract Amount = \$145,122.00