

**DISTRICT 6**

**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 R. Niehaus, Village Manager

DATE: March 25, 2015      MEETING DATE: April 02, 2015

TITLE: Proposal For: Fairview Lift Station Improvements

SUBMITTED BY: David Gorman, P.E., Assistant Director of Public Works *DGT*

**RESULTS:**

Date Bids Were Published    N/A    Bidding Closed    N/A

Total Number of Proposals Received    3

Total Number of Proposers Meeting Specifications    3

Bid Security Required                      Yes    X    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Were Any Bids Withdrawn                           Yes    X    No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:

Award Recommended to Lowest Responsible Bidder?                           X    Yes              No

If no, explain:

**FISCAL IMPACT:**

Project Number: SS 12-02

Budget Estimate: \$1,274,700.00

Engineer's Estimate: \$1,424,020.00

Amount of Award: \$1,685,000.00

Fund: \$1,685,000.00    CONST Water/Sewer Capital Reserve Fund (520.790.715.75420)

**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?                           Yes    X 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 *CSG by DPH*  
**From:** David Gorman, P.E., Assistant Director of Public Works *DPH*  
**Date:** March 25, 2015  
**Subject:** Fairview Lift Station Improvements Project

On March 5, 2015, the Village Board rejected all bids for the Fairview Lift Station Improvements project, as all the bids exceeded the Engineers Estimate budget by approximately \$600,000.00 and the Village CIP estimate by nearly \$1,000,000.00. Authorization to waive bids and seek proposals from the three contractors who submitted bids was given to the Public Works Department.

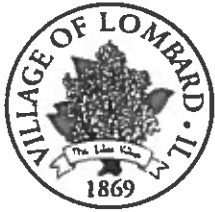
Public Works and the design engineer (Christopher B. Burke Engineering) meet individually with each contractor to discuss the elements of cost and risk related to their bid. The construction of the new "daily flow" wet well was of foremost concern to each of the three contractors. This resulted in the recommendation for elimination of the proposed low flow wet well. The intent of the low flow wet well was to have a second wet well handle the daily sanitary sewer flows and the existing large wet well would come online during rain events, when the system was inundated with inflow and infiltration. Christopher B. Burke Engineering reconfigured the design to eliminate the low flow wet well and one of the large pumps within the existing wet well. The piping and pump configuration will be modified and one large pump will be eliminated within the existing wet well. To insure that both remaining large pumps are always operable, one additional pump will be purchased. The "spare" pump will be keep on hand and the three pumps will be rotated in and out of service.

On March 24, 2015 at 10:30 AM, Public Works received and read aloud three (3) proposals. The "as read" and "corrected" results are summarized below:

Company	As Read with Additive	As Corrected
John Neri Construction Co., Inc.	\$1,685,000.00	\$1,685,000.00
Martam Construction, Inc.	\$1,696,727.00	\$1,696,737.00
John Burns Construction Company	\$1,739,164.90	\$1,739,189.90
<b>Engineer's Estimate</b>	<b>\$ 1,424,020.00</b>	<b>\$ 1,424,020.00</b>

The difference from previous rejected low bid amount (initial design) to the low proposal amount (revised design) is \$579,879.00. Public Works recommends award to John Neri Construction in the amount of \$1,685,000.00.

The bid tabulation is not attached. Staff will provide copies upon request. Please contact me if you choose to receive a copy of the bid tabulation, have any questions or need any additional information.



## VILLAGE OF LOMBARD CONTRACT

### CONTRACT DOCUMENT NUMBER SS-12-02

This agreement is made this 2nd day of April 2015, between and shall be binding upon the Village of Lombard, an Illinois Municipal Corporation (hereinafter referred to as the "Village") and the John Neri Construction Company 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 "Fairview Lift Station Improvement". The project details are further described in the contract documents for the said work prepared for the Village of Lombard by Christopher B. Burke Engineering, Ltd.

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 SS12 02 for Fairview Lift Station Improvements, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) General Provisions
    - iv) Special Provisions
    - v) Plans and Specifications
  - b. The Contractor's Bid Proposal Dated: March 24, 2015
  - 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 270 calendar days from the date of the Notice to Proceed (256 calendar days to substantial completion with 14 calendar days for punch list work). 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 2nd day of April 2015.

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 \_\_\_\_\_, 2015.

\_\_\_\_\_

By

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

\_\_\_\_\_

By

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

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 2nd day of April, 2015.

\_\_\_\_\_  
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 April 2, 2015, for the construction of the work designated:

**Fairview Lift Station Improvements**

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 2nd day of  
April 2015.

IN WITNESS WHEREOF, We have duly  
executed the foregoing Obligation this  
\_\_\_\_\_ day of \_\_\_\_\_, 2015.

VILLAGE OF LOMBARD

PRINCIPAL:

\_\_\_\_\_

BY: \_\_\_\_\_  
Village President

BY: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Village Clerk

ATTEST:  
\_\_\_\_\_

SURETY: \_\_\_\_\_

BY: \_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
Attorney in Fact

BY: \_\_\_\_\_

(SEAL)