

**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 30, 2020 MEETING DATE: May 17, 2020  
TITLE: Lilac Station (101-109 S. Main Street) Water & Sewer Installation  
SUBMITTED BY: Brian Jack, Utilities Superintendent

**RESULTS:**

Date Bids Were Published \_\_\_\_\_ Bidding Closed \_\_\_\_\_  
Total Number of Bids Received \_\_\_\_\_  
Total Number of Bidders Meeting Specifications \_\_\_\_\_  
Bid Security Required \_\_\_\_\_ Yes  No   
Performance Bond Required  Yes \_\_\_\_\_ No   
Were Any Bids Withdrawn \_\_\_\_\_ Yes  No   
Explanation:  
Waiver of Bids Requested?  Yes \_\_\_\_\_ No   
If yes, explain: Solicited RFP from qualified contractors  
Award Recommended to Lowest  Yes \_\_\_\_\_ No   
Responsible Bidder?  
If no, explain:

**FISCAL IMPACT:**

Budget Estimate: \$75,000  
Amount of Award: \$97,700  
Account Number: 440.740.740.80040 (TIF DOWNTOWN LAND PURCHASE/IMPROVEMENTS)

**BACKGROUND/RECOMMENDATION:**

Award a contract to John Neri Construction Co., Inc. for the Lilac Station Right of Way Water and Sewer Utility Installation 101-109 S Main Street in the amount not to exceed \$97,700.

Has Recommended Bidder Worked for Village Previously  Yes  No  
If yes, was quality of work acceptable  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.**



**To:** Village President and Board of Trustees  
**Through:** Carl Goldsmith, Director of Public Works  
**From:** Brain Jack, Utilities Superintendent  
**Date:** April 30, 2020  
**Subject:** Waiver of Bid – Lilac Station Right of Way Water and Sewer Utility Installation 101-109 S. Main Street



The Village sought proposals for the installation of the water and sewer utility services for the planned Lilac Station development of the 101-109 S. Main Street property. This work is being accelerated by the Village in order to coordinate with the Main Street Resurfacing project that is currently underway. This project will allow the utility services for the private development to be installed in the right-of-way before the Main Street project is complete to avoid making excavations in the new pavement.

The Village will manage the construction of the utility stubs. The cost of the improvement will be funded through the Downtown TIF Fund. The Village will recoup all costs associated with the utility stubs through an amendment to the Development Agreement with Holladay Property Services. The amended Development Agreement will come before the Village Board at a future meeting.

Three (3) underground contractors were sent the Request for Proposal for this project and all three submitted proposals. The results of the proposals are listed in the table below. All three contractors have performed similar work for the Village in the past and have provided excellent work. This project has a very short turn around completion date of May 13, 2020 in order to stay ahead of the paving project.

Company	Base Proposal
John Neri Construction Co., Inc.	\$ 97,700.00
MArtam Construction, Inc.	\$147,560.00
Sheridan Plumbing & Sewer, Inc.	\$191,998.40

John Neri Construction Co., Inc. is the low proposer and has completed many projects of this type for the Village in an acceptable manner. They also have completed multiple emergency repairs on the Village's water and sewer systems so they will be able to complete this project in the time frame specified in the RFP.

**Recommendation**

Waive the bidding process and award a contract in the amount not to exceed \$97,700.00 to John Neri Construction Co., Inc. of Addison, IL for the Lilac Station Right of Way Water and Sewer Utility Installation 101-109 S. Main Street project at the May 17, 2020 Board of Trustees meeting.



**VILLAGE OF LOMBARD**  
**SPECIFICATIONS AND REQUEST FOR PROPOSALS**  
**FOR**  
**Lilac Station Right-of-Way Water and Sewer Utility Installation 101-109 S Main**  
**Street**

Proposal Due Date..... : April 29, 2020 at 2:00 PM  
Proposal Location..... : Department of Public Works  
..... : 1051 S. Hammerschmidt Avenue,  
..... : Lombard, Illinois 60148  
Performance Bond..... : NO  
Questions Due ..... : April 24, 2020 at 4:00 PM

Obtain information from and submit proposals to:

Brian Jack  
Utilities Superintendent  
Village of Lombard Public Works  
1051 Hammerschmidt Avenue  
Lombard, Illinois 60148  
(630) 620-5740

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the Village of Lombard and any successful bidder. Do not detach any portion of this document. Invalidation may result.

**TABLE OF CONTENTS**

**COVER.....1**

**TABLE OF CONTENTS.....2**

**INVITATION TO PROPOSE.....4**

**GENERAL TERMS AND CONDITIONS.....5**

**SPECIFIC TERMS CONDITIONS AND INSTRUCTIONS.....14**

**REQUEST FOR PROPOSAL.....17**

## **GENERAL TERMS AND CONDITIONS**

**April 2020**

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### **PREPARATION OF PROPOSAL**

The contractor shall prepare proposal on the attached proposal forms. Do not detach any portion of this document. Invalidation may result.

All blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly completed in ink or type written. All signatures must be completed in ink.

If contractor is a corporation, the President and Secretary shall execute the proposal and the corporate seal shall be affixed. In the event this proposal is executed by other than the President, attach hereto a certified copy of that section of corporate By-Laws or other authorization by the corporation which permits the person to execute the offer for the corporation.

If contractor is a partnership, all partners shall execute the proposal, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Village shall be submitted.

### **SUBMISSION OF PROPOSAL**

All proposals must be delivered to the Village's Public Works Department by the specified date and time for the proposals. Proposals arriving after the specified time will not be accepted. Mailed proposals arriving after the specified time will not be accepted regardless of post marked time on the envelope.

All proposals should be submitted in a sealed 9" x 12" or 10" x 13" envelope. A label with the name of the project must be applied to the sealed envelope. The information needing to be completed by each proposer is as follows: contractor's name, address, proposal item name and proposal opening location, room number, time, and date.

### **CONDITIONS**

Contractors are advised to become familiar with all conditions, instructions, and specifications governing this bid and where applicable, the contractor shall inspect the site and conditions pertinent to the work involved. Failure to make such an inspection shall not excuse the contractor from performance of the duties and obligations imposed under the terms of the contract. Once the award has been made, failure to have read all the conditions, instructions and specifications of this contract shall not be cause to alter the original contract or to request additional compensation.

### **CATALOGS**

Each proposer shall submit when necessary, or when requested by the Village, catalogs, descriptive literature and detailed drawings fully detailing features, designs, construction, finishes, operational manuals and the like not covered in the specifications, necessary to fully illustrate and describe the material or work proposed to be furnished. When equipment requires installation, contractor shall submit detailed shop drawings for the Village's approval. Drawings shall show the characteristics of equipment and installation details.

### **TAXES**

The Village is exempt, by law, from paying the following taxes: Federal Excise Tax, Illinois Retailer's Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax on materials and services purchased by the Village. A copy of the Village's Tax-Exempt letter will be provided to the successful bidder when requested.

### **COMPLIANCE WITH OSHA STANDARDS**

Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

### **INDEMNIFICATION**

The contractor shall indemnify, defend and save harmless the Village, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the contractor, brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of said contractor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

### **PERMITS AND LICENSES**

The successful contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the contract, and/or required by municipal, state, and federal regulations and laws.

### **SUBLETTING OF CONTRACT**

No contract awarded by the Village shall be assigned or no more than 50% of the contract amount shall be sub-contracted without the written consent of the Village. In no case shall such consent relieve the successful proposer from his obligation or change the terms of the contract.

### **GUARANTEES AND WARRANTIES**

All guarantees and warranties from manufacturers shall be furnished by the contractor and shall be delivered to the Village before final voucher on the contract is issued. The contractor warrants to the owner that materials and equipment furnished under the contract will be of good quality and new unless otherwise required or permitted by the contract documents and that the work will be free from defects in material and workmanship for one year from the date of issuance of the final payment by owner and any deficiencies shall be corrected by the contractor under this warranty immediately upon notification from the owner.

- f. The sufficiency of the financial resources and ability of the contractor to perform the contract or provide the service;
- g. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of conditions attached to the proposal;
- j. Whether the contractor has a place of business in the Village;
- k. Responsiveness to the exact requirements of the invitation to propose;
- l. Ability to work cooperatively with the Village and its administration; and
- m. Past records of the contractor's transaction with the Village or with other entities as evidence of the proposer's responsibility, character, integrity, reputation, judgment, experience, efficiency, and cooperativeness.

The Village may reject any and all proposal, and may order a solicitation for new proposals.

The contractor, if requested, must present within three (3) working days, evidence satisfactory to the Village of ability and possession of necessary facilities, financial resources, and adequate insurance to comply with the terms of these specifications and contract documents.

The Utilities Superintendent shall represent and act for the Village in all matters pertaining to this proposal and contract in conjunction therewith. The Village reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept or reject any item of any proposal, and to disregard any informality on the proposals, when in its opinion the best interest of the Village will be served by such actions.

The contract shall be awarded to the lowest responsible contractor who submits the responsive proposal that is most advantageous to the public. In determining the responsibility of any contractor, the Village may take into account other factors in addition to financial responsibility such as past records of its or other entities' transactions with the contractor, experience, ability to work cooperatively with the Village and its administration, adequacy of equipment, ability to complete performance within the necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities, and resources. Written notification of award of contract will be mailed to each proposer within ten (10) working days of the President and Board of Trustees' decision.

**PERFORMANCE REFERENCES**

All proposers shall supply three (3) Municipal names, addresses, telephone numbers and names of persons to contact as performance references, of current accounts.

Company Name: .....: VILLAGE OF HINSDALE  
 Address .....: 19 E. CHICAGO AVE  
 City & State .....: HINSDALE, IL 60521  
 Telephone Number .....: 630.789.7000  
 Person To Contact .....: AL DIAZ  
 Title/Position .....: ASST. VILLAGE ENGINEER

Company Name: .....: CITY OF DES PLAINES  
 Address .....: 1420 MINER ST, DES PLAINES, IL  
 City & State .....: DES PLAINES, IL 60016

bidder in doubt of the true meaning of this document must submit to the Village a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Such interpretation will be made only by an addendum duly issued by the Utilities Superintendent. In the event that a written addendum is issued, either as a result of a request for interpretation or the result of a change in the specifications initiated by the Village, a copy of such addendum will be emailed to all bidders known to the Village and made available to the public. The Village will not assume the responsibility for receipt of such addendum. In all cases, it will be the bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgment of receipt of each addendum issued with the bid submission. Oral explanations will not be binding. No clarifications, interpretations or addenda shall be issued after the fourth working day prior to bid opening.

The term "Village" whenever used in the specifications shall be construed to mean the Village of Lombard, DuPage County, Illinois.

All specification deviations must be clearly stated on the form provided in the proposal package. If the bidder wishes to submit more than one (1) proposal, each proposal after the first is to be considered an alternate. These bids must be placed in separate envelopes. The envelope and the proposal page must be plainly marked "alternate proposal."

The Village hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the bidder purposes to furnish which contains major or minor variations from specification requirements, but which may comply substantially therewith.

#### **COLLUSION**

Identical bids may be reported to the Justice Department, in conformance to the President's Executive Order No. 10936, 26 F.R. 3555 (1961), and to local or state investigative bodies. If the Village decides it is in its best interest, the contract will be awarded to the bidders located furthest from the point of delivery when identical bids include delivery cost. Publication of the situation will occur if local suppliers are involved.

#### **INSURANCE**

- (A) During the term of the contract, the contractor shall provide the following types of insurance in not less than the specified amounts:
1. Commercial General Liability - \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate;
  2. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any contractor owned, and/or hired, and/or non-owned motor vehicles engaged in operations within the scope of this contract;
  3. Professional Liability - \$2,000,000.00 (Required only where contracts are for professional services);
  4. Workers Compensation - Statutory; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and
  5. Umbrella Coverage - \$2,000,000.00



**SPECIFIC TERMS, CONDITIONS & INSTRUCTIONS  
FOR  
Village of Lombard**

**Lilac Station Right-of-Way Water and Sewer Utility Installation 101-109 S Main Street**

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The Village is seeking proposals for the installation of the water and sewer utilities and services in the Village right-of-way for the Lilac Station Development located at 101 - 109 S Main Street, Lombard, IL 60148. Utility services will include the following and will be stubbed out at the property line for future connection with the development.

**1.0 General**

Wherever the word "Owner" or "Engineer" appears in this document, it shall be interpreted to mean the Village of Lombard.

Wherever the word "Contractor" appears in this document, it shall be interpreted to mean the firm, partnership, joint venture, or corporation contracting with the Village of Lombard for performance of prescribed work.

**2.0 Scope of Project**

The scope and work will consist the following right-of-way utilities for the future development of the 101-109 S. Main Street site.

- 2.1 New 8" DIP water service installed at approximately 101 S. Main St. using a 10" x 8" pressure connection in a valve vault. Service shall be terminated at property line, plugged/capped, thrust blocked, and location marked at grade.
- 2.3 New 6" DIP water service installed at approximately 109 S. Main St. using a 10" x 8" pressure connection in a valve vault. Service shall be terminated at property line, plugged/capped, thrust blocked, and location marked at grade. Water main shall be minimum 10 ft of separation from sanitary sewer.
- 2.4 New 6" PVC sanitary sewer service and manhole structure at 109 S. Main St. connected to the 36" combined sewer on Main St. Sewer shall be terminated at the property line with a clean out structure.
- 2.5 New 8" PVC sanitary sewer service and manhole structure at 101 S. Main St. connected to the 36" combined sewer on Main St. Sewer shall be terminated at the property line with a clean out structure.
- 2.6 New 12" RCP storm sewer to be installed with a structure on the 15" RCP storm sewer on Main St. at parking lot. Storm sewer shall be terminated at property line with a structure.

Contractor shall be responsible for all traffic control and shall submit a traffic control plan to the Village prior to project start. All restoration shall be completed by the Village of Lombard. Excavations shall be brought to grade, compacted and capped with cold patch or approved patch by the Village of Lombard.

Visit <http://www.villageoflombard.org/421/Truck-Enforcement-Overweight-Per> regarding enforcement and truck routes. If you have any questions regarding commercial motor vehicle/permits please contact Officer Latronica at 630-873-4453 or by e-mail at [latronica@villageoflombard.org](mailto:latronica@villageoflombard.org)

VILLAGE OF LOMBARD

Lilac Station Right-of-Way Water and Sewer Utility Installation 101-109 S Main Street

REQUEST FOR PROPOSAL  
CONTINUED

I/We hereby agree to furnish to the Village of Lombard all necessary materials, equipment, and labor, to fully complete the Lilac Station Right-of-Way Water and Sewer Utility Installation 101-109 S Main Street Project by May 13, 2020 in accordance with the provisions, instructions, and specifications of the Village of Lombard.

Signed on this 29<sup>TH</sup> day of April, 2020.


The undersigned is aware that Federal Labor Standards and Prevailing Wage Rates apply to all work performed on this contract. It is the contractor's responsibility to comply with these requirements and to assure compliance by his/her subcontractors and/or any lower tier subcontracts required by this contract.

If an individual or partnership, the individual or all partners must complete and sign.

By.....: N/A  
Print Name.....: \_\_\_\_\_  
Position/Title.....: \_\_\_\_\_  
By.....: \_\_\_\_\_  
Print Name.....: \_\_\_\_\_  
Position/Title.....: \_\_\_\_\_  
Company Name.....: \_\_\_\_\_  
Address line 1.....: \_\_\_\_\_  
Address line 2.....: \_\_\_\_\_  
Telephone.....: \_\_\_\_\_

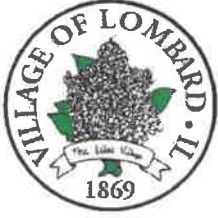
If a corporation, an officer duly authorized should sign and affix the corporate seal

PLACE CORPORATE SEAL HERE

By.....:   
Print Name.....: NICHOLAS NERI  
Position/Title.....: PRESIDENT  
Company Name.....: JOHN NERI CONST. CO. INC  
Address line 1.....: 770 FACTORY ROAD, ADDISON, IL  
Telephone.....: 630.629.8384

The Village of Lombard is exempt from sales or federal tax; therefore, do not include in bid price.





## VILLAGE OF LOMBARD CONTRACT

### LILAC STATION RIGHT-OF-WAY WATER AND SEWER UTILITY INSTALLATION 101-109 S MAIN STREET

This agreement is made this 5<sup>th</sup> day of May, 2020, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and John Neri Construction Co., of Addison, IL. (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:

#### Installation of Water and Sewer Right-of-Way Utilities for 101-109 S Main Street

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 consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Invitation to Propose
    - iv) General Terms and Conditions
    - v) Summary of Work
    - vi) Project Special Provisions
    - vii) Request for Proposal
    - viii) Appendices A - E
  - c. The Contractor's Proposal Dated: APRIL 29, 2020
  - d. Required Performance and Payment Bonds and Certificate(s) of Insurance
  - e. Executed Bidder's Certification Form.
2. The Village agrees to pay, and the Contractor agrees to accept as full payment \$97,700 as shown on the Contractor's 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 no later than 90 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 5<sup>th</sup> day of May, 2020.

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

JOHN NERI CONSTRUCTION Co. INC  
Print Company Name

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

Accepted this 5<sup>th</sup> day of May, 2020.

By Michael Neri  
By Anthony Neri

PRESIDENT  
Position/Title  
V. PRES | SECRETARY  
Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 5<sup>th</sup> day of May, 2020.

Keith Giagnorio, Village President

Attest:

Sharon Kuderna, Village Clerk

**VILLAGE OF LOMBARD  
CONTRACTOR'S CERTIFICATION**

NICHOLAS NERI, having been first duly sworn depose and states as follows:  
(Officer or Owner of Company)

JOHN NERI CONSTRUCTION CO. INC., having submitted a proposal for:  
(Name of Company)

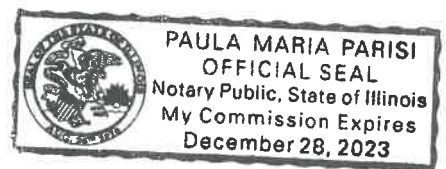
The Lilac Station Right-of-Way Water and Sewer Utility Installation 101-109 N Main St. to the Village of Lombard, hereby certifies that said Contractor:

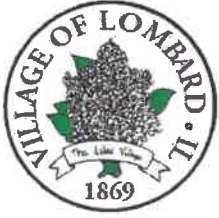
1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
  - a. it is contesting its liability for the tax or the amount of tax in accordance with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

Subscribed and sworn to before me this 5<sup>TH</sup> day of May, 2020.

Paula Maria Parisi  
Notary Public





## VILLAGE OF LOMBARD CONTRACT

### LILAC STATION RIGHT-OF-WAY WATER AND SEWER UTILITY INSTALLATION 101-109 S MAIN STREET

This agreement is made this 5<sup>th</sup> day of May, 2020, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and John Neri Construction Co., of Addison, IL. (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:

#### Installation of Water and Sewer Right-of-Way Utilities for 101-109 S Main Street

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 consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Invitation to Propose
    - iv) General Terms and Conditions
    - v) Summary of Work
    - vi) Project Special Provisions
    - vii) Request for Proposal
    - viii) Appendices A - E
  - c. The Contractor's Proposal Dated: APRIL 29, 2020
  - d. Required Performance and Payment Bonds and Certificate(s) of Insurance
  - e. Executed Bidder's Certification Form.
2. The Village agrees to pay, and the Contractor agrees to accept as full payment \$97,700 as shown on the Contractor's 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 no later than 90 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 5<sup>th</sup> day of May, 2020.

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

JOHN NERI CONSTRUCTION CO. INC.  
Print Company Name

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

Accepted this 5<sup>th</sup> day of MAY, 2020.

By *Nicholas Neri*  
By *Anthony Neri*

PRESIDENT  
Position/Title  
V PRESIDENT | SECRETARY  
Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 5<sup>th</sup> day of May, 2020.

Keith Giagnorio, Village President

Attest:

Sharon Kuderna, Village Clerk

**VILLAGE OF LOMBARD  
CONTRACTOR'S CERTIFICATION**

NICHOLAS NERI, having been first duly sworn depose and states as follows:  
(Officer or Owner of Company)

JOHN NERI CONST. CO. INC, having submitted a proposal for:  
(Name of Company)

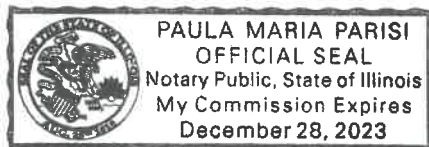
The Lilac Station Right-of-Way Water and Sewer Utility Installation 101-109 N Main St. to the Village of Lombard, hereby certifies that said Contractor:

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: Nicholas Neri  
Authorized Agent of Contractor

Subscribed and sworn to before me this 5<sup>TH</sup> day of May, 2020.

Paula Maria Parisi  
Notary Public





## VILLAGE OF LOMBARD CONTRACT

### LILAC STATION RIGHT-OF-WAY WATER AND SEWER UTILITY INSTALLATION 101-109 S MAIN STREET

This agreement is made this 21<sup>st</sup> day of May, 2020, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and John Neri Construction Co., of Addison, IL. (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:

#### Installation of Water and Sewer Right-of-Way Utilities for 101-109 S Main Street

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 consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Invitation to Propose
    - iv) General Terms and Conditions
    - v) Summary of Work
    - vi) Project Special Provisions
    - vii) Request for Proposal
    - viii) Appendices A - E
  - c. The Contractor's Proposal Dated: APRIL 29, 2020
  - d. Required Performance and Payment Bonds and Certificate(s) of Insurance
  - e. Executed Bidder's Certification Form.
2. The Village agrees to pay, and the Contractor agrees to accept as full payment \$97,700 as shown on the Contractor's 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 no later than 90 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 21<sup>st</sup> day of May, 2020.

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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
By

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

\_\_\_\_\_  
By

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

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 21<sup>st</sup> day of May, 2020.

  
\_\_\_\_\_  
Keith Giagnorio, Village President

Attest:

  
\_\_\_\_\_  
Sharon Kuderna, Village Clerk

**VILLAGE OF LOMBARD  
CONTRACTOR'S CERTIFICATION**

\_\_\_\_\_, having been first duly sworn depose and states as follows:  
(Officer or Owner of Company)

\_\_\_\_\_, having submitted a proposal for:  
(Name of Company)

The Manhole Rehabilitation Program 2019 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public