

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION

For Inclusion on Board Agenda

 X Resolution or Ordinance (Blue) *Waiver of First Requested*
 Recommendations of Boards, Commissions & Committees (Green)
 Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott Niehaus, Village Manager

DATE: September 13, 2023 (B of T) **Date:** September 21, 2023

TITLE: 22nd Street Manhole Improvements
Construction Contract

SUBMITTED BY: Mike Barbier, Civil Engineer II *MB*

BACKGROUND/POLICY IMPLICATIONS:

Award of a contract to John Neri Construction Co., Inc. for the construction of the 22nd Street Manhole Improvements Project (SS 21-11).

FISCAL IMPACT/FUNDING SOURCE

Total Contract Amount: \$258,700.00

Funding Accounts: 416.710.118.75420 - \$200,000.00
520.790.715.75410 - \$58,700.00

Review (as necessary):

Village Attorney X _____ Date _____

Finance Director X _____ Date _____

Village Manager X _____ Date _____

NOTE: Materials must be submitted to / approved by the Village Manager's Office by 12:00 pm, Wednesday, prior to the Agenda Distribution.



To: Scott Niehaus, Village Manager
 Through: Mike Barbier, Civil Engineer II *MB*
 From: Carl Goldsmith, Director of Public Works *g*
 Date: September 12, 2023
 Subject: 22nd Street Manhole Improvements

Attached is the contract for construction of the 22nd Street Manhole Improvements Project.

Background

The 22nd Street Manhole Improvements (Junction Chamber) is a project included within the Village's current Capital Improvement Program. The CIP budget for this project was \$300,000. The Village will be receiving funds from the Rebuild Illinois Capital Plan in the amount of \$200,000 and the Village will cover the remaining balance from the Water and Sewer Capital Reserve Budget.

The Village awarded a contract in April of 2019 for the South Lombard Sanitary Force Main Relief Sewer Study to complete an analysis of the capacity and flow characteristics of the Yorktown Lift Station Sanitary Sewer Force Main, the New Yorktown Commons Lift Station Sanitary Sewer Force Main, and the 22nd Street gravity sanitary sewer that the force mains dump into. This study was done due to the sanitary sewer backups occurring in the Foxworth Subdivision, the increased flow of sanitary sewer from the multi-family developments on the south side of Lombard, as well as high levels of flow in the gravity sewer.

The study resulted in recommendations that included improvements to the 22nd Street Junction Chamber where the force mains tie into the gravity sewer. In November of 2022, the Village awarded a contract for the design engineering for the 22nd Street Manhole Improvements.

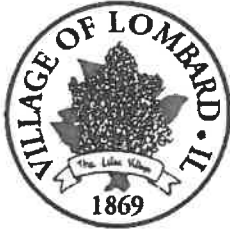
Award

The Project was bid online via QuestCDN on August 24, 2023. The Village reached out to 8 contractors that have experience working in the Village and have proven to be qualified in projects of similar size, scope, and complexity. The bid opening occurred on Monday, September 11, 2023 at 2pm. Four contractors picked up plan sets and two bids were received for this project.

John Neri Construction Co., Inc.	\$258,700.00
A Lamp Concrete Contractors, Inc.	\$354,965.25

The low bid was John Neri Construction Co., Inc. of Addison, IL in the amount of \$258,700.00. Project financing is through the Water and Sewer Capital Reserve Budget.

Please present this contract to the President and Board of Trustees at their regular meeting of September 21, 2023. If approved, please return one original signed copy to Public Works-Engineering for further processing.



Legistar: 230310

VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER SS 21 11

This agreement is made this 21st day of September 2023, 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., 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:

“22nd Street Junction Chamber” The project consists of installing 2 new, sanitary manhole structures, removing 1 sanitary manhole structure, installing approximately 50 lineal feet of 16-inch ductile iron force main, installing approximately 20 lineal feet of 18-inch PVC sanitary sewer, providing temporary bypass pumping, traffic control in Village ROW for 22nd Street and Highland Avenue, surface restoration, and other miscellaneous items necessary for a complete project. All of the above, as well as other project details, are further described in the contract documents for the said work prepared for the Village of Lombard by Baxter & Woodman, Inc. The project will be funded in part by the Rebuild Illinois Program administered by the Illinois Department of Commerce & Economic Opportunity. As part of this funding, the project must comply with the Steel Products Procurement Act, Federal Prevailing Wages, and Employment of Illinois Workers on Public Works Act. This work shall be performed for the not to exceed the contract price of \$258,700.00.

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 SS 21 11 for 22nd Street Junction Chamber Improvements, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) General Provisions
 - iv) Special Provisions
 - v) Plans and Specifications
 - vi) Addenda #1, dated September 7, 2023
 - b. The Contractor's Bid Proposal Dated: September 11, 2023
 - 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 fully complete work under this Contract within 90 calendar days from the date of the Notice to Proceed. Time is of the essence regarding 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. According 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 on this 21st day of September 2023.

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 _____, 2023.

By

Position/Title

By

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 21st day of September 2023.

Keith Giagnorio, Village President

Attest:

Elizabeth Brezinski, 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 September 21, 2023, for the construction of the work designated:

22ND STREET JUNCTION CHAMBER

in Lombard, Illinois, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, and has further agreed to guaranty and maintain said work for a one (1) year period following final payment to such Principal, and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation from whom any such labor, materials, apparatus, fixtures or machinery was so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then upon the final payment by the Village to said Principal under said contract, the amount of this bond shall be reduced to ten percent (10%) of the amount set forth on the first page hereof for a period of one (1) year; otherwise to remain in full force and effect.

NOW, THEREFORE, if the said Principal shall well and truly perform said guaranty and maintenance work in accordance with the terms of said contract for said one (1) year period after final payment and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of performing such guaranty and maintenance work and shall commence and complete the guaranty and maintenance work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such guaranty and maintenance work during the time of the performance thereof and until the said guaranty and maintenance work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

APPROVED this _____ day of
_____, 2023.

IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this
_____ day of _____, 2023.

VILLAGE OF LOMBARD

PRINCIPAL:

BY: _____
Keith Giagnorio, Village President

BY: _____

ATTEST:

ATTEST:

Elizabeth Brezinski, Village Clerk

SURETY: _____

BY: _____
(Title)

BY: _____
Attorney in Fact

BY: _____

(SEAL)



VILLAGE OF LOMBARD CONTRACTOR'S CERTIFICATION

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

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

North Grace Street Utility Improvements 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 per 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 under the aforementioned rules.

By: _____
Authorized Agent of Contractor

Subscribed and sworn to
before me this _____
day of _____, 2023.

Notary Public