

DISTRICT AII

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: May 8, 2019 MEETING DATE: May 17, 2019
TITLE: Bid Opening For: Manhole Rehabilitation Program 2019
SUBMITTED BY: David Gorman, P.E., Assistant Director of Public Works *DRY*

RESULTS:

Date Bids Were Published 04/11/19 Bidding Closed 05/07/19
Total Number of Bids Received 3
Total Number of Bidders Meeting Specifications 3
Bid Security Required X Yes No
Performance Bond Required X Yes No
Were Any Bids Withdrawn Yes X No
Explanation:
Waiver of Bids Requested? Yes X No
If yes, explain:
Award Recommended to Lowest Responsible Bidder? X Yes No
If no, explain:

FISCAL IMPACT:

Budget Estimate: \$111,000.00 (Entire Program)
Engineer's Estimate: \$75,200.00
Amount of Award: \$56,015.00
Fund: 410.710725.75420 Sewer/Water Capital Reserve Fund
Project Number: RM Prog 37

BACKGROUND/RECOMMENDATION:

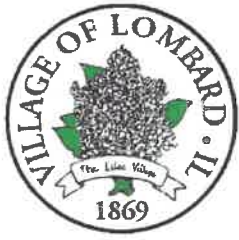
Has Recommended Bidder Worked for Village Previously Yes X No
If yes, was quality of work acceptable Yes No
Was item bid in accordance with Public Act 85-1295? X Yes No
Waiver of bids - Public Act 85-1295 does not apply Yes X No

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: May 7, 2019
Subject: Manhole Rehabilitation Program 2019

This is the fifth year of a formalized Capital Improvement Plan Program (RM PROG 37) to inventory, assess and address the condition of manholes within the Village. The intent of the program is to visually inspect the condition of manholes (principally sanitary) within the sewer system and then generate bid documents or enter into service contracts that will focus on fixing deficient structures with the most effective restoration/rehabilitation technique at the most advantageous cost.

This year will be focused on completing the list of manholes televised in 2015 and 2016 that require some sort of restoration/repair. The contract is comprised of a total of nineteen (19) manholes. The scope of work includes installing drop structures, rebuilding benches, internal and external chimney seals, adjusting and realigning frames, grouting, and lining. Products must be supplied from the pre-approved products list outlined within the specifications. Repair techniques are also specified with the bid document.

Nine (9) potential bidders purchased bid documents. On May 7, 2019, at 9:00 AM, Public Works - Engineering received three (3) bids that were submitted online through QuestCDN (online software). The results are summarized below:

Company	Base Bid
KIM Construction Company, Inc.	\$56,015.00
RMS Utility Services	\$73,862.00
National Power Rodding	\$213,800.00
Engineer's Estimate	\$75,200.00

Remaining budget from this program (approximately \$40,000), will be reallocated to perform additional sewer lining under a separate contract. Pending Village Board award of the contract, the bid tabulation for the project will then be posted on the Village website, through QuestCDN. A copy of the bid tabulation or any additional information can be obtained from Public Works staff.

KIM Construction has not directly worked for the Village. References listed within the bid submittal were contacted and all gave positive feedback concerning the company. Therefore, Public Works recommends that KIM Construction Company, as the lowest responsible and responsive bidder, be awarded the contract in the bid amount of \$56,015.00.



VILLAGE OF LOMBARD CONTRACT

MANHOLE REHABILITATION PROGRAM 2019 CONTRACT DOCUMENT NUMBER: RM PROG 37

This agreement is made this 17th day of May, 2019, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and KIM 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 rehabilitation of nineteen (19) structures.

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, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders
 - iv) Project Special Provisions
 - v) Instructions to Bidders
 - vi) Qualifications Form
 - vii) Appendices 1 - 8
 - b. Addendum #1 dated May 1, 2019
 - c. The Contractor's Bid Proposal Dated: May 7, 2019
 - 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 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 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 17th day of May 2019.

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 _____, 2019.

By

Position/Title

By

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 17th day of May, 2019.

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.

**MANHOLE REHABILITATION PROGRAM 2019
CONTRACT DOCUMENT NUMBER RM PROG 37**

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 five (5) 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 five (5) 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 17th day of
May, 2019.

IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this
____ day of _____, 2019.

VILLAGE OF LOMBARD

PRINCIPAL:

BY: _____
Keith Giagnorio, Village President

BY: _____

ATTEST:

Sharon Kuderna, Village Clerk

ATTEST:

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)

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 _____, 2019.

Notary Public