

**VILLAGE OF LOMBARD
REOUEST 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: January 20, 2021 MEETING DATE: February 4, 2021
TITLE: FY 2021 Concrete Flatwork
Project Number RM 46 & 49
SUBMITTED BY: Carl Goldsmith, Director of Public Works *g*

RESULTS:

Date Bids Were Published: 2/29/2018 Bidding Closed: 4/03/2018
Total Number of Bids Received: 7
Bid Security Required: X Yes 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Were Any Bids Withdrawn: Yes X No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: Contractor extending bid prices from 2018 MPI Bid
Award Recommended to Lowest Responsible Bidder: X Yes No
If no, explain:

FISCAL IMPACT:

Engineer's estimate/budget estimate \$358,000/\$358,000
Amount of Award \$358,000

Sidewalk & Curb Improvement	\$235,000.00	Capital Project Fund	RM 46
Concrete Roadway Program	\$115,000.00	Capital Project Fund	RM 49

BACKGROUNDIRECOMMENDATION:

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: X Yes 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 p.m. Wednesday, prior to the Board Agenda distribution.



January 15, 2021

TO: Village President and Board of Trustees
THROUGH: Scott Niehaus, Village Manager
FROM: Carl S. Goldsmith, Director of Public Works 
SUBJECT: FY 2021 Concrete Flatwork

The purpose of the Driveway Apron, Curb and Sidewalk Restoration Program is to address deteriorated and damaged sections of pavement, sidewalk, curb and parkway damaged by utility digs. The program is comprised of the following categories: Parkway Restoration, Deteriorated Sidewalk (50/50 Program), Trip Hazard Repairs, Concrete Utility Cuts Patching, Curb Replacement Program and ADA .

This contract was bid through the MPI process developed by communities in the DuPage Region. The MPI process aggregates quantities from multiple agencies for the purpose of bidding and to seek lower unit prices for all agencies involved in the bid process. Through the MPI process, one agency serves as the lead agency. Once the bidding process has been completed, each participating agency awards a contract to the lowest responsible bidder per the process. The Village last bid out the Concrete Flatwork contract in 2018, with the Village of Woodridge serving as lead agency. The 2018 bid included two extensions of one year.

The Village has exhausted all available extensions through the contract that was originally awarded on April 19, 2018; however, the contractor Globe Construction has offered to extend unit prices from the 2018 bidding process for an additional year. The bid tabulation sheet has been attached for the Village Board of Trustee's consideration.

The 2021 Capital Improvement Plan contains funds for the 2021 Concrete Flatwork contract as follows:

Program	Budget	Recommended Award
RM PROG46 - Sidewalk & Curb Improvement Program	\$243,000.00	\$243,000.00
RM PROG 49 - Concrete Roadway Program	\$115,000.00	\$115,000.00

The Public Works Department recommends that the Village President and Board of Trustees waive the competitive bidding process and award a contract to Globe Construction, Inc. in the amount of \$358,000.00 for the 2021 Concrete Flatwork contract.

Please present this item to the President and Board of Trustees for their review and approval at the regular meeting on February 4, 2021. If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.



Globe Construction, Inc.

December 28, 2020

Village of Lombard
1051 S Hammerschmidt Ave
Lombard, IL 60148

To Whom It Concern:

As the 2021 Concrete Construction season approaches, our company, Globe Construction, Inc. is beginning to plan our limited work schedule. Per the term stated in our contract with the Village of Lombard, we would like to honor the opportunity to extend your contract to 2021 if you so choose.

If you are interested, please email us at Globeconstructioninc@gmail.com or you can call our office at (630) 620-0313 so we can plan our schedule accordingly.

Best regards,

A handwritten signature in blue ink, appearing to read 'Peter Martire', is written over the typed name.

Peter Martire
President
Globe Construction Inc.

JAN - 7 2021

VILLAGE OF LOMBARD

CONTRACT

CONTRACT DOCUMENT NUMBER RM 46 & 49

This agreement is made this 4th day of February, 2021, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Globe Construction 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:

FY 2019 DRIVEWAY APRON AND SIDEWALK RESTORATION PROGRAM

1. This contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
 - a. FY 2021 DRIVEWAY APRON AND SIDEWALK RESTORATION PROGRAM incorporates MPI Concrete Flatwork, dated April 3, 2018. The Village Board approved the Village portion of the MPI Flatwork contract on April 19, 2018 (Legistar # 180183), and is accepting a proposal from the Contractor to extend unit prices from the April 3, 2018 bid for the 2021 Concrete Flatwork Contract.
 - i) Cover Sheet;
 - ii) Notice to Bidders on Contract Document Concrete Flatwork - Legal Notice;
 - iii) Schedule of Prices;
 - iv) General Terms and Conditions;
 - v) Labor Statutes, Records and Rates;
 - vi) Technical Terms and Conditions;
 - vii) Municipality References;
 - viii) Disqualification of Certain Bidders;
 - ix) Anti-Collusion Affidavit and Contractor's Certification;
 - x) Conflict of Interest;
 - xi) Tax Compliance Affidavit;
 - xii) Sub-Contractor Information;
 - xiii) Participation Affidavit;
 - xiv) Addenda;
 - xv) Appendix B - Technical Specifications;
 - xvi) Globe Construction Inc. letter dated December 28, 2020 (see attached) - agreement to honor unit prices from 2018 MPI contract.
 - b. The Contractor's Bid Proposal Dated: April 3, 2018 (see attached)
 - c. Required Performance and Payment Bonds and Certificate(s) of Insurance

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 on or before October 30, 2019. 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 4th day of February, 2021.


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 4th day of FEBRUARY, 2021.

By 

By 

PRESIDENT

Position/Title

SECRETARY

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this _____ day of _____, 2021.

Village President

Attest:

Village Clerk

VILLAGE OF LOMBARD

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we Globe Construction, Inc., a company organized under the laws of the State of IL and licensed to do business in the State of Illinois as Principal and Washington International Insurance Company, a corporation organized and existing under the laws of the State of NH, 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 Three Hundred Thirty Thousand Dollars and Zero Cents dollars (\$ 330,000.00) 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 02/04/2021 for the construction of the work designated:

FY 2021 DRIVEWAY APRON AND SIDEWALK RESTORATION PROGRAM

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 _____, 2021.

IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this 4th day of February, 2021.

VILLAGE OF LOMBARD

PRINCIPAL: GLOBE CONSTRUCTION, INC.

BY: _____
Village President


BY:  _____

ATTEST: _____
Village Clerk

ATTEST:  _____

SURETY: WASHINGTON INTERNATIONAL INSURANCE COMPANY

BY: Laura Dohn, Attorney-in-Fact
(Title)

BY:  _____
Attorney in Fact

BY: _____

(SEAL)

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri does hereby make, constitute and appoint:

CARL DOHN, JR., WILLIAM P. MAHER, KAREN DOHN, SUSAN MURRAY, VICKI L. BROADDUS, ELISE SIEGEL, and LAURA DOHN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: SEVENTY FIVE MILLION (\$75,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By [Signature] Mike A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 23rd day of APRIL, 2019.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois ss:
County of Cook

On this 23rd day of APRIL, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 4th day of February, 2021.

**Bid No. 2018-04
Concrete Flatwork
Schedule of Prices**

PROJECT FILE NAME: FY 2018 Driveway Apron, Curb and Sidewalk Restoration
PROJECT NO.: RM 15, 16, 19, 21 & 25

DATE: 4/5/2018

Globe Construction, Inc.
 1781 Armitage Court
 Addison, IL 60101

NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	MOBILIZATION	4	EACH	\$250.00	\$1,000.00
2	TRAFFIC CONTROL AND PROTECTION	1	L. SUM	\$400.00	\$400.00
3	PCC PAVEMENT PATCH CL B (8")	900	SQ YD	\$64.00	\$57,600.00
4	PCC DRIVEWAY PVT REM & REPL (6")	450	SQ YD	\$64.00	\$28,800.00
5	PCC DRIVEWAY PVT REM & REPL (8")	50	SQ YD	\$64.00	\$3,200.00
6	PCC SIDEWALK REM & REPL (5-6")	24,000	SQ FT	\$6.23	\$149,520.00
7	PCC SIDEWALK REMOVAL, SPECIAL	550	SQ FT	\$6.55	\$3,602.50
8	COMB CONC CURB & GUTTER REM & REPL (M3.12, B6.12, B6.18)	2,200	FOOT	\$22.50	\$49,500.00
9	COMB CONC CURB & GUTTER REM & REPL (B6.24)	50	FOOT	\$23.00	\$1,150.00
10	DETECTABLE WARNING FIELDS	1,000	SQ FT	\$13.00	\$13,000.00
11	AGG BASE COURSE, TYPE B, 4"	100	SQ YD	\$4.50	\$450.00
12	AGG BASE COURSE, TYPE B, 2"	600	SQ YD	\$3.00	\$1,800.00
13	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	10	EACH	\$100.00	\$1,000.00
14	AGGREGATE FOR TEMPORARY ACCESS	50	TON	\$1.00	\$50.00
15	TREE ROOT PRUNING	50	EACH	\$1.00	\$50.00
16	EARTH EXCAVATION	20	CU YD	\$1.00	\$20.00
TOTAL					\$311,142.50