

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 26, 2023 (B of T) **Date: May 4, 2023**
 TITLE: Bid Opening For: FY 2023 Concrete Rehabilitation
 Project Number RM 49

SUBMITTED BY: Carl Goldsmith, Director of Public Works *CSG by DRG*

RESULTS:

Date Bids Were Published 4/06/2023 Bidding Closed 4/21/2023

Total Number of Bids Received 5

Total Number of Bidders Meeting Specifications 5

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Were Any Bids Withdrawn Yes X No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 X Yes No

Responsible Bidder?

If no, explain:

FISCAL IMPACT:

Engineer's estimate/budget estimate: \$860,529.80 / \$1,138,000

Amount of Award: \$793,421.10

Concrete Rehabilitation Program: \$793,421.10 Construction Fund RM 49

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? 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 *CSG by DRJ*
From: Brendan Huizinga, Civil Engineering Technician
Date: April 26, 2023
Subject: FY 2023 Concrete Rehabilitation.

The concrete rehabilitation program work includes concrete street panel repairs, full-depth saw cutting; concrete curb and gutter spot repairs; concrete sidewalk and ADA detectable warning panels at intersections.

This Contract was bid through an online bidding process hosted by QuestCDN.com. The Notice to Bid was published in the *Lombardian* on April 6, 2023. Eight (8) potential bidders purchased plans for the referenced project. Five (5) bids were received and opened at 11:00 A.M. on April 21, 2023.

Bid Results:

Contractor	Base Bid Amount
G&M Cement Construction	\$793,421.10
Schroeder & Schroeder Inc.	\$973,590.00
Triggi Construction, Inc.	\$1,041,410.00
R.W. Dunteman	\$1,189,522.00
A Lamp Concrete Contractors Inc.	\$1,448,681.25
Engineer's Estimate	\$860,529.80

All bids were evaluated for full responsiveness. No bids were disqualified. The lowest responsible bidder is G&M Cement Construction of Addison, Illinois with a total bid in the amount of \$793,421.10.

Budget:

Program	CIP Budget	Low Bid	Difference
Concrete Rehabilitation RM 49	\$1,138,000	\$793,421.10	\$344,578.90

Recommendation:

G&M has successfully performed work in the Village in the past. The Engineering Division recommends awarding this contract to the low bidder, G&M Cement Construction, Inc. in the amount of \$793,421.10 for the Village of Lombard's 2023 Concrete Rehabilitation Program.

If acceptable, please present this item to the President and Board of Trustees for ratification and approval at their regular meeting on May 4, 2023. If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.



VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER RM PROG 49

This agreement is made this 25th day of April, 2023, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and GTM Cement 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 2023 CONCRETE REHABILITATION PROGRAM

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 49 for FY 2023 CONCRETE REHABILITATION PROGRAM, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number RM PROG 49 - Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - b. The Contractor's Bid Proposal Dated: **April 21, 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 complete work under this contract within by September 17, 2023. 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 25th day of April 2023.

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

GTM Cement Construction Inc

Print Company Name

Individual or Partnership _____ Corporation

Accepted this 25th day of April, 2023.

By [Signature]

President

Position/Title

By _____

Secretary

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this _____ day of _____, 2023.

Keith Giagnorio, Village President

Attest: _____
Elizabeth Brezinski, Village Clerk

**VILLAGE OF LOMBARD
CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we G & M Cement Construction Inc, a company organized under the laws of the State of Illinois and licensed to do business in the State of Illinois as Principal and RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, 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 Seven Hundred Fifty Thousand Dollars and no/100----- dollars (\$ 750,000.00-----) 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 May 4, 2023, for the construction of the work designated:

FY 2023 CONCRETE REHABILITATION 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 _____, 2023.

VILLAGE OF LOMBARD

BY: _____
Keith Giagnorio, Village President

ATTEST:

Sharon Kuderna, Village Clerk

IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this 2 day of April, 2023.

PRINCIPAL:

G & M Cement Construction Inc

BY: [Signature]

ATTEST:

SURETY: RLI Insurance Company

BY: CHRISTOPHER J BENTON
(Title)

BY: [Signature]
Attorney in Fact

BY: [Signature]

(SEAL)

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Christopher J. Bechtold, Richard G. Bechtold, Rea Robinson, jointly or severally

in the City of Palatine, State of Illinois its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 7th day of March, 2022.



RLI Insurance Company
Contractors Bonding and Insurance Company
By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 7th day of March, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 26th day of APRIL, 2023.

By: Catherine D. Glover
Catherine D. Glover Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary

