


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: May 6, 2024 AGENDA DATE: May 16, 2024
TITLE: Bid Opening For: 641 N. Main Street Demolition Contract
SUBMITTED BY: Carl Goldsmith, Director of Public Works 

RESULTS:

Date Bids Were Published April 4, 2024 Bidding Closed May 6, 2024
Total Number of Bids Received 9
Total Number of Bidders Meeting Specifications 9
Bid Security Required Yes X 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Were Any Bids Withdrawn Yes X No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: Refer to Memo
Award Recommended to Lowest Responsible Bidder? X Yes No
If no, explain:

FISCAL IMPACT:

Budget Estimate: \$2,000,000 (Construction of Total Project)
Engineer's Estimate: \$120,160.00
Amount of Award: \$69,250.00
Project Number: SS 24-05
Fund: Water/Sewer Fund
Account Number: 410.710.725.75420

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.



May 6, 2024

TO: Village President and Board of Trustees
THROUGH: Scott Niehaus, Village Manager
FROM: Carl Goldsmith, Director of Public Works *g*
SUBJECT: Demolition Contract Bid – 641 N. Main Street

This is the first of two contracts associated with the demolition and construction of a new stormwater detention facility located at 641 N. Main Street. This contract is for the demolition of the building. A subsequent contract will be presented to the Village board for consideration that will include the construction of the detention basin, improvements to the parking lot and the construction of the pickleball facility that was included in the IGA between the Village and the Lombard Park District.

The Village advertised for the demolition services in the April 4, 2024 edition of the *Lombardian*. Nine (9) bids were received and accepted and publicly read and recorded on May 6, 2024 at 9:30 am. The results of the bid process are listed below.

Company	Bid
Rezzar Demolition 930 Pyott Rd., Unit #105 Crystal Lake, IL 60014	\$89,150.00
Alliance Demolition 9300 S Sangamon Street Chicago, IL 60620	\$119,754.00
KLF Enterprises 2300 W 167th St, Markham, IL 60428	\$96,650.00
Armor D2 3231 S. Halsted Street, Suite 228 Chicago, IL 60608	\$69,250.00
Dunleavy Construction Co. 4605 N Elston Ave, Chicago, IL 60630	\$124,739.00
McDonagh Demolition 7243 W Touhy Ave Chicago, IL 60631	\$182,200.00
ADM Demolition, LLC 8652 Koehler Dr. Tinley Park, IL 60487	\$114,300.00
BP Construction 3705 N. Odell Avenue Chicago, IL 60634	\$349,700.00
Anthem Excavation & Demo 5n547 Central Road Itasca, IL 60143	\$87,500.00
Engineer's Estimate	\$120,160.00

The Village has checked references and reviewed the submittal from Armor D2. Based upon the review, staff recommends award of this contract in the amount of \$69,250.00 to Armor D2 of Chicago, Illinois as the lowest responsible and responsive bidder.

File: SS 24-12

VILLAGE OF LOMBARD

CONTRACT DOCUMENT NUMBER SS 24-12

This agreement is made this ____ day of _____, 2024 between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and Armor D2, hereinafter to as (the "Contractor") and its 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:

Demolition of 641 N. 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. Specification and contract document no SS 24-12 for the demolition of 641 N. Main Street, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document No. SS 24-12 Legal Notice
 - iv) General Terms, Conditions and Instructions
 - v) Specific Terms, Conditions and Instructions and Blue Prints
 - vi) Bid Proposal Form
 - vii) Plans and Specifications and Specification Deviation Form
 - b. The Contractor's Bid Proposal May 4, 2024
 - c. Required Performance and Payment Bonds and Certificate of Insurance
2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this contract the total

sum of \$69,250.00 paid in accordance with the provisions of the Local Government Prompt Payment Act.

3. The Contractor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
4. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project within 30 calendar days from the date of the Notice to Proceed. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation.
5. Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.
6. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on 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 on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
8. 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 by _____, Village President, and the Contractor have hereunto set their hands this __ day of _____, 2024.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this __ day of _____, 2024.

Individual or Partnership _____ Corporation _____

By Position/Title

By Position/Title

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this ___ day of _____, 2024.

Keith Giagnorio
Village President

Attest:

Elizabeth Brezinski
Village Clerk

VILLAGE OF LOMBARD
CONTRACTOR'S CERTIFICATION

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

I am the _____ for Armor D2, (the "Contractor"),
(Title)

which has submitted a proposal for the Demolition of 641 N. Main Street, to the Village of Lombard and, having personal knowledge of the matters certified to herein, and being authorized by the Contractor to make the certifications set forth herein, 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; and

4. is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

By: _____
Authorized Agent of Contractor

Subscribed and sworn to
before me this _____
day of _____, 2024.

Notary Public

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:

Named Insured:

Policy Number:

Policy Period:

Endors. Effective Date:

This endorsement modifies coverage provided under the following:

**Commercial General Liability
Coverage Part**

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.