

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 29, 2019 MEETING DATE: June 20, 2019
 TITLE: FY 2019 Concrete Rehabilitation
 Project Number RM 20
 SUBMITTED BY: Sean P. Kelly, P.E., Village Engineer *sph*

RESULTS:

Date Bids Were Published 5/09/2019 Bidding Closed 5/23/2019
 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 Were Any Bids Withdrawn Yes X No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? Yes X No
 If yes, explain:
 Award Recommended to Lowest Responsible Bidder? X Yes No
 If no, explain:

FISCAL IMPACT:

Engineer's estimate/budget estimate \$803,823.00/ \$902,000.00
 Amount of Award \$ 786,240.00

Concrete Rehabilitation: \$902,000.00 Capital Project Fund RM 20

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 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 pm, Wednesday, prior to the Board Agenda distribution.

InterOffice Memo



To: Scott Niehaus, Village Manager
Through: Carl Goldsmith, Director of Public Works *CG*
From: Sean Kelly, Robinson Engineering *SK*
Date: May 29, 2019
Subject: FY 2019 Concrete Rehabilitation.

Eight (8) potential bidders purchased plans for the referenced project. Seven (7) bids were received and opened at 8:30 A.M. on May 23, 2019.

The bid results, in order of lowest to highest, are listed below:

Contractor	Bid Amount
G&M cement construction	\$786,240.00
D'Land Construction, LLC	\$839,388.50
A Lamp Concrete Contractors	\$849,402.00
Schroeder & Schroeder Inc.	\$1,019,521.00
Triggi Construction, Inc.	\$1,027,224.75
R.W. Dunteman	\$1,097,078.60
Alliance Contractors Inc.	\$1,898,746.00
Engineer's Estimate	\$803,823.00

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 bid in the amount of \$786,240.00. G& M has successfully performed work in in the Village in the past. Public Works Engineering recommends awarding this contract to G&M Cement Construction.

Program	CIP Budget	Low Bid	Difference
Concrete Rehabilitation RM 20	\$902,000.00	\$786,240.00	\$115,760.00

Time is of the essence for this project as Lombard's students will be leaving school for the summer and it is in the Village's best interest to have all work next to schools completely finished prior to the start of classes again in mid-August. In order to accommodate this, we request a phone poll with the President and Board of Trustees prior to the next Board meeting to expedite the contracting and allow the project to commence in June to maximize the construction window before school starts. Holding award until the regularly scheduled meeting would push the construction start into early or mid-July and potentially impact school safety.

If acceptable, please present this item to the President and Board of Trustees for ratification and approval at their regular meeting on June 20, 2019. 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 20

This agreement is made this 29th 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 G & M Cement Construction. (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 CONCRETE REHABILITATION

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 20 FY 2019 CONCRETE REHABILITATION, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number RM PROG 20 Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - b. The Contractor's Bid Proposal Dated: May 23, 2019
 - 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

JUN 10 2019

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.

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 September, 27 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 29th 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.

Gym Cement Construction Inc

Print Company Name

Individual or Partnership _____ Corporation X

Accepted this 4th day of June, 2019.

By [Signature]

By [Signature]

President

Position/Title

Secretary

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this _____ day of _____, 2019.

Keith T. Giagnorio, Village President

Attest:

Sharon Kuderna, Village Clerk

APPROVED this ____ day of _____, 2019.

VILLAGE OF LOMBARD

BY: _____
Village President

ATTEST:

Village Clerk

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

PRINCIPAL:

BY: _____

ATTEST:

SURETY: _____

BY: _____
(Title)

BY: _____
Attorney in Fact

BY: _____

(SEAL)

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 eighty six thousand two hundred forty dollars and no/100----- dollars (\$ 786,240.00-----) 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 29, 2019, for the construction of the work designated:

FY 2019 CONCRETE REHABILITATION

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 _____, 2019.

VILLAGE OF LOMBARD

BY: _____
Village President

ATTEST:

Village Clerk

IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this ___30th day of ___May_____, 2019.

PRINCIPAL:

G & M Cement Construction Inc

BY: _____

ATTEST:

[Signature]

SURETY: RLI Insurance Company

BY: _____
[Signature]
(Title)
Christopher J Bechtold - Attorney In Fact

BY: _____
[Signature]
Attorney in Fact
Rea Robinson - Attorney in Fact

BY: _____

(SEAL)

VILLAGE OF LOMBARD

CONTRACTOR'S CERTIFICATION

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

G & M Cement Construction Inc, having submitted a proposal for:
(Name of Company)

FY 2019 CONCRETE REHABILITATION, 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 4th
day of June, 2019.

