

**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: March 29, 2022 (B of T) Date: April 7, 2022  
 TITLE: Bid Opening For: FY 2022 Sewer Lining (RM PROG 11)  
 SUBMITTED BY: David Gorman, P.E., Assistant Director of Public Works *DGZ*

**RESULTS:**

Date Bids Were Published 01/27/2021 Bidding Closed 02/17/2021  
 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 Were Any Bids Withdrawn   Yes  X  No  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?  X  Yes   No  
 If yes, explain: A bid process is not required to extend the prior year Contract.  
 Award Recommended to Lowest  X  Yes   No  
 Responsible Bidder?  
 If no, explain:

**FISCAL IMPACT:**

FY 2022 CIP Budget: \$91,000.00  
 Amount of Award: \$105,859.26

\$91,000.00 Water/Sewer Capital Reserve (520.790.715.75420) RM PROG 11  
 \$14,859.26 Water/Sewer Capital Reserve (520.790.715.75420) RM PROG 06

**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 *CSG by DGT*  
**From:** David Gorman, Assistant Director of Public Works *DGT*  
**Date:** March 29, 2022  
**Subject:** FY 2022 Sewer Lining Program (RM PROG 11)

The FY 2022 Sewer Lining Program contract is proposed as an extension of the FY 2021 agreement. The contract language contains a renewal option clause that stipulates two additional one-year terms, subject to acceptable performance by the Contractor, Hoerr Construction, Inc. For subsequent years, the original unit prices are subject to a maximum regional price index increase of 2 percent from the previous year. Two additional authorized pay items have been added to the contract for work in the proposed area of St. Charles Road and IL Route 53. The additional monies above the program budget are from the Underground Structure Maintenance Program (RM PROG 6) which will fund the lining of a 15-inch diameter sewer on St. Charles Road.

Public Works recommends exercising the renewable option with Hoerr Construction for FY 2022.

Program	Budget	Award
Sewer Lining (RM PROG 11)	\$91,000.00	\$91,000.00
Underground Structure Maintenance Program (RM PROG 6)		\$14,859.26
Total		<u>\$105,859.26</u>

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on April 7, 2022. If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.

H:\PWPW-Eng\PROJECTS\FY2022\RM PROG 11 Sanitary Sewer Lining Program\BoT\Bid Award BoT Memo.doc

Attachment: Contract

RGS/DG



## VILLAGE OF LOMBARD CONTRACT

### CONTRACT DOCUMENT NUMBER RM PROG 11 (FY 22)

This agreement is made this 7<sup>th</sup> day of April 2022, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Hoerr 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 2022 Contract Extension for Villages of Bartlett and Lombard Sewer Main Lining Joint Bid, RFP No. 2021-01-27***

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 11 RFP No. 2021-01-27 for the Villages of Bartlett and Lombard Sewer Main Lining Joint Bid, consisting of the following:
    - i. Cover Sheet
    - ii. Table of Contents
    - iii. Notice to Bidders on Contract Document Number RM PROG 11 for RFP No. 2021-01-27 Legal Notice
    - iv. General Terms and Conditions
    - v. Labor Statutes
    - vi. Municipal Partnering Initiative Summary of Work
    - vii. Project Special Provisions
    - viii. Project Locations
  - b. The Contractor's Bid Proposal Dated: February 15, 2021
  - c. Required Performance and Payment Bonds and Certificate(s) of Insurance
  - d. Executed Bidder's Certification Form.
  - e. Contract Renewal Proposal with Authorized Unit Prices and quantities in the form of an e-mail thread with an attachment dated March 23 and March 28, 2022
2. The Village agrees to pay, and the Contractor agrees to accept as full payment the amount as shown on the Contractor's Contract Renewal 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 November 4, 2022. Time is of the essence regarding 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. Under the provisions of Section 5 of the Mechanics' Lien Act of Illinois, before 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 7th day of April 2022.

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 \_\_\_\_\_, 2022.

By \_\_\_\_\_ Position/Title

By \_\_\_\_\_ Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 7<sup>th</sup> day of April, 2022.

\_\_\_\_\_  
Keith T. Giagnorio, Village President

Attest: \_\_\_\_\_  
Elizabeth Brezinski, 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.

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 April 7, 2022, for the construction of the work  
designated:

RM PROG 11 (FY22) Contract Extension of RFB 2021-01-27 Sewer Lining

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 7th day of  
April, 2022.

IN WITNESS WHEREOF, We have duly  
executed the foregoing Obligation this  
\_\_\_\_\_ day of \_\_\_\_\_, 2022.

VILLAGE OF LOMBARD

PRINCIPAL:

\_\_\_\_\_

BY: \_\_\_\_\_  
Village President

BY: \_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_  
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)

FY 2022 Contract Extension for Villages of Bartlett and Lombard Sewer Main Lining Joint Bid, RFP No. 2021-01-27, 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 according to the aforementioned rules.

By:

\_\_\_\_\_  
Authorized Agent of Contractor

Subscribed and sworn to
before me this \_\_\_\_\_
day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public