


**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: March 8, 2022 MEETING DATE: March 17, 2022  
TITLE: FY 2022 Sidewalk and Curb Improvement Program  
Project Number RM 46 and RM 49  
SUBMITTED BY: Carl Goldsmith, Director of Public Works 

**RESULTS:**

Date Bids Were Published: 01/11/2022 (by Woodridge) Bidding Closed: 02/02/2022 (by Woodridge)  
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Were Any Bids Withdrawn:        Yes X No  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 \$311,000/\$311,000  
Amount of Award \$284,348

Sidewalk & Curb Improvement	\$251,000.00	Capital Project Fund	RM 46
Concrete Roadway Program	\$ 33,348.00	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        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 p.m. Wednesday, prior to the Board Agenda distribution.**



March 8, 2022

TO: Village President and Board of Trustees  
THROUGH: Scott Niehaus, Village Manager  
FROM: Carl S. Goldsmith, Director of Public Works   
SUBJECT: FY 2022 Sidewalk and Curb Improvement Program

The purpose of the Sidewalk and Curb Improvement Program is to address deteriorated and damaged sections of 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, 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 bid out the Concrete Flatwork contract in 2022, with the Village of Woodridge serving as lead agency. The 2022 bid included two extensions of one year.

The 2022 Capital Improvement Plan contains funds for the 2022 Sidewalk and Curb Improvement Program contract as follows:

<b>Program</b>	<b>Budget</b>	<b>Recommended Award</b>
RM PROG 46 - Sidewalk & Curb Improvement Program	\$251,000.00	\$251,000.00
RM PROG 49 - Concrete Roadway Program	\$60,000.00	\$33,348.00

The Public Works Department recommends that the Village President and Board of Trustees award a contract to Schroeder & Schroeder, Inc. in the amount of \$284,348.00 for the 2022 Sidewalk and Curb Improvement Program contract.

Please present this item to the President and Board of Trustees for their review and approval at the regular meeting on March 17, 2022. 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 46

This agreement is made this 17th day of March, 2022, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Schroeder & Schroeder, 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 SIDEWALK & CURB IMPROVEMENT 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 2022 SIDEWALK & CURB IMPROVEMENT PROGRAM incorporates MPI Concrete Flatwork, dated February 2, 2022.
    - 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) Appendix C – Estimated Quantity by Municipality
  - b. The Contractor's Bid Proposal Dated: February 2, 2022 (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 31, 2022. 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 17th day of March, 2022.

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

\_\_\_\_\_  
Schroeder & Schroeder, Inc.  
Print Company Name

Individual or Partnership \_\_\_\_\_ Corporation X

Accepted this 17th day of March, 2022.

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

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

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Village President

Attest:

\_\_\_\_\_  
Village Clerk

# VILLAGE OF LOMBARD

## CONTRACT BOND

Bond #212849R  
Executed with 2 originals

KNOW ALL MEN BY THESE PRESENTS, that we Schroeder & Schroeder, 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 Ohio Farmers Insurance Company, a corporation organized and existing under the laws of the State of Ohio, 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 Two hundred eighty four thousand three hundred forty eight and 00/XXX dollars (\$284,348.00) 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 March 17, 2022 for the construction of the work designated:

### FY 2022 SIDEWALK AND CURB IMPROVEMENT 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 \_\_\_\_\_, 2022.

VILLAGE OF LOMBARD


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

ATTEST:  
\_\_\_\_\_  
Liz Brezinski, Village Clerk

IN WITNESS WHEREOF, We have  
duly executed the foregoing  
obligation this day of  
March 17, 2022.

PRINCIPAL:  
\_\_\_\_\_  
Schroeder & Schroeder, Inc.  
BY:   
Chris Schroeder, President

ATTEST:  


SURETY: Ohio Farmers Insurance Company  
BY:   
(Title)

BY: Cathie M. Demitropoulos  
Attorney in Fact

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

(SEAL)

General  
Power  
of Attorney

POWER NO. 1212962 02

Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint WILLIAM B. EDSON, DAVID H. ESSER, WILLIAM H. HAYES, THOMAS R. HAYES, HOWARD A. WEISS, LYNN P. BERGAN, JOEL C. EDSON, CATHIE M. DEMITROPOULOS, GARY R. SEMMER, JOINTLY OR SEVERALLY

of NAPERVILLE and State of IL its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of MARCH A.D., 2014 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 21st day of MARCH A.D., 2014 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



*David A. Kotnik*

David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 17th day of March A.D., 2022 .



*Frank A. Carrino* Secretary  
Frank A. Carrino, Secretary