


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: March 25, 2020 MEETING DATE: April 16, 2020
 TITLE: FY 2020 Concrete Flatwork
 Project Number RM 46 & 49
 SUBMITTED BY: Sean P. Kelly, P.E., Village Engineer 

RESULTS:

Date Bids Were Published 2/29/2018 Bidding Closed 4/03/2018

Total Number of Bids Received 7

Bid Security Required	<u> X </u>	Yes	<u> </u>	No
Performance Bond Required	<u> X </u>	Yes	<u> </u>	No
Were Any Bids Withdrawn	<u> </u>	Yes	<u> X </u>	No

Explanation:

Waiver of Bids Requested?	<u> X </u>	Yes	<u> </u>	No
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If yes, explain:

Extension of MPI contract

Award Recommended to Lowest Responsible Bidder?	<u> X </u>	Yes	<u> </u>	No
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If no, explain:

FISCAL IMPACT:

Engineer's estimate/budget estimate \$329,667.37/ \$350,000.00

Amount of Award \$329,667.37

Sidewalk & Curb Improvement	\$235,000.00	Capital Project Fund	RM 46
Concrete Roadway Program	\$115,000.00	Capital Project Fund	RM 49

BACKGROUND/RECOMMENDATION:

Has Recommended Bidder Worked for Village Previously	<u> X </u>	Yes	<u> </u>	No
If yes, was quality of work acceptable	<u> X </u>	Yes	<u> </u>	No
Was item bid in accordance with Public Act 85-1295?	<u> X </u>	Yes	<u> </u>	No
Waiver of bids - Public Act 85-1295 does not apply	<u> X </u>	Yes	<u> </u>	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 R. Niehaus, Village Manager
Through: Carl S. Goldsmith, Director of Public Works 7
From: Sean P. Kelly, P.E., Village Engineer
Date: March 25, 2020
Subject: FY 2020 Concrete Flatwork
 Project Number: RM 46 &49

The purpose of the Driveway Apron, Curb and Sidewalk Restoration Program is to address deteriorated and damaged sections of pavement, 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, Concrete Utility Cuts Patching, Curb Replacement Program and ADA .

This contract was bid through a joint purchase process developed by communities in the DuPage region. The process is based off of the Municipal Partnering Initiative (MPI) that has been successfully implemented in the northern suburbs. The MPI process has one community serve as the lead agency (Woodridge) for the purposes of bidding the contract. Participating agencies were: Burr Ridge, Lombard, and Woodridge. The Village Board approved the Village portion of the MPI Flatwork contract on April 19, 2018 (Legistar # 180183), and is exercising the second year of a potential two (2) year extension.

Capital Project Fund	Budget	Award
RM PROG 46 - Sidewalk & Curb Improvement Program	\$235,000.00	\$235,000.00
RM PROG 49 - Concrete Roadway Program	\$115,000.00	\$94,667.37
2020 Total	\$ 350,000.00	\$329,667.37

MPI Concrete Flatwork bids were received and opened at 10:00 a.m. on April 3, 2018, by the Village of Woodridge. Globe Construction, Inc. of Addison, Illinois was lowest responsive and responsible bidder.

In order to be more proactive and receive quality work in a more reasonable time, a liquated damages clause will also be included in this year's contract.

Recommendations:

Public Works recommends extending this contract to Globe Construction, Inc. in the amount of \$329,667.37.

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on April 2, 2019. If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.

VILLAGE OF LOMBARD

CONTRACT

CONTRACT DOCUMENT RM Number 46 & 49

This agreement is made this 25th day of March, 2020, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Globe 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 2020 DRIVEWAY APRON AND SIDEWALK RESTORATION 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 2020 DRIVEWAY APRON AND SIDEWALK RESTORATION PROGRAM incorporates MPI Concrete Flatwork, dated April 3, 2018. The Village Board approved the Village portion of the MPI Flatwork contract on April 19, 2018 (Legistar # 180183), and is exercising the second year of a two (2) year extension.
 - 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) Globe Construction Inc. letter dated February 13, 2019 (see attached) - agreement to honor unit prices from 2018 MPI contract.
 - b. The Contractor's Bid Proposal Dated: April 3, 2018 (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 30, 2020. 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 March, 2020.

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

GLOBE CONSTRUCTION, INC

Print Company Name

Individual or Partnership _____ Corporation

Accepted this 24th day of MARCH, 2020.

By

[Handwritten Signature]

PRESIDENT

Position/Title

By

SECRETARY

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this _____ day of _____, 2020.

Village President

Attest:

Village Clerk

APPROVED this _____ day of
_____, 2020.

VILLAGE OF LOMBARD ,

BY: _____
Village President

ATTEST:

Village Clerk

IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this
____ day of _____, 2020.

PRINCIPAL:

BY: _____

ATTEST:

SURETY: _____

BY: _____
(Title)

BY: _____
Attorney in Fact

BY: _____

(SEAL)

VILLAGE OF LOMBARD
CONTRACTOR'S CERTIFICATION

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

GLOBE CONSTRUCTION, INC (Name of Company), having submitted a proposal for:

FY2020 DRIVEWAY APRON, CURB AND SIDEWALK RESTORATION PROGRAM

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 NINO DIPRONZO, LEO VALDEZ (Name of employee/driver or "all employee drivers") is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

4. CERTIFICATION UNDER 720 ILCS 5/33E-11

I, PETER MARTIRE (name), certify that I am employed as the PRESIDENT (title) of GLOBE CONSTRUCTION, INC (company), a bidder for the prime contract for the work described in the bid to which this certificate is attached, and I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that the company named above 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: [Signature]
Authorized Agent of Contractor

Subscribed and sworn to before me this 24th day of MARCH, 2020.

Chloie A. Karolczuk
Notary Public



Liquidated Damages

The Contractor "Globe Construction" is solely responsible for completing all work assigned under this Contract by the scheduled completion date of October 30, 2020 of this year ("Final Completion Date"). Additionally, the Contractor is solely responsible for commencing work assigned relative to a particular area of roadway within ten (10) calendar days of a written work assignment ("Assignment Commencement Date") delivered to the Contractor by the Village's Director of Public Works or his/her designee, and the Contractor shall complete said work by the date set forth in the written work assignment ("Assignment Completion Date"). These responsibilities include all work of the Contractor and that of its Subcontractors and suppliers. The Contractor acknowledges that the Village will suffer financial loss, and there will be disruption to the Village and the normal and orderly use of its roadways, if the Final Completion Date, an Assignment Commencement Date or an Assignment Completion Date is not met by the Contractor. The Contractor further acknowledges that the measure of such loss and the disruption to the Village and the use of its roadways would not be susceptible to precise calculation. To protect the Village against said loss and disruption to the Village and the use of its roadways and not as a penalty, the Village and the Contractor hereby agree that the Contractor and the Contractor's Surety, if any, shall be liable for and shall pay to the Village, liquidated damages of **\$500.00** per day for each calendar day of delay in meeting the Final Completion Date, an Assignment Commencement Date or an Assignment Completion Date. The liquidated damages herein specified shall only apply to Contractor's delay in performance. Liquidated damages are intended only to compensate the Village for additional personnel efforts in administering the Contract after normally scheduled completion dates, Village inconvenience, lost opportunities, and lost confidence in government and morale of government by delays in completing the work. In order to recover liquidated damages, the Village is under no obligation to prove the actual damages sustained by the Village due to the Contractor's delay in performance, and the parties acknowledge that the amount of liquidated Damages hereunder is reasonable. In the event this liquidate damages provision is found to be unenforceable, the Village shall be entitled to recover its actual damages, including consequential, incidental or indirect damages, for a failure to complete the work by the scheduled completion dates.

If the Contractor is delayed at any time in the commencement, progress or completion of assigned work by (1) an act or neglect of the Village, or that of an employee of the Village; (2) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented by the Contractor, or other causes beyond the Contractor's control; (3) by delay authorized by the Village; or (4) by other causes that the Contractor asserts, and the Village determines, justify delay, then the Final Completion Date, an Assignment Commencement Date or an Assignment Completion Date shall be extended for such reasonable time as the Village may determine. Where a delay occurs that is beyond the Contractor's control, the Contractor has an affirmative duty to mitigate the effect of that delay on the progress of the assigned work. An extension of the Final Completion Date, an Assignment Commencement Date or an Assignment Completion Date will not be granted to the extent that the Contractor breaches said duty to mitigate. Any delay caused by the deployment of employees, equipment, materials or supplies of the Contractor to another project shall not serve as a basis for an extension of time hereunder.

Payments of liquidated damages are in addition to other direct damages that may be incurred by the Village and not a penalty. All such liquidated damages may be set-off against any monies that may be due the Contractor. The Village's approval or making of progress payments or final payment, with or without knowledge that the work was untimely, shall not constitute or

be deemed a waiver of the Village's rights or claims, or of the Village's ability to receive liquidated damages under the Contract or common law.