

**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: April 5, 2021 MEETING DATE: April 15, 2021  
TITLE: Wilson Avenue Path Connections Project  
Project Number ST 19 04  
SUBMITTED BY: Carl Goldsmith, Director of Public Works *g*

**RESULTS:**

Date Bids Were Published: 2/29/2018 Bidding Closed: 4/03/2018  
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Were Any Bids Withdrawn:        Yes X No  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: X Yes        No  
If yes, explain: Contractor extending majority of bid prices from 2018 MPI Bid  
Award Recommended to Lowest Responsible Bidder: X Yes        No  
If no, explain:

**FISCAL IMPACT:**

CIP Budget: \$156,000.00  
Contract Amount: \$72,219.33 Construction Fund  
Vendor: Globe Construction, Inc.

**BACKGROUND RECOMMENDATION:**

Complete missing path segments by Glenbard East High School and Sunset Knoll Park.

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

**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.**



April 5, 2021

TO: Village President and Board of Trustees  
THROUGH: Scott Niehaus, Village Manager  
FROM: Carl S. Goldsmith, Director of Public Works *g*  
SUBJECT: Wilson Avenue Path Connections Project

The purpose of the Wilson Path Connections project is completing missing path sections on Wilson Avenue by Glenbard East High School (GEHS) and Sunset Knoll Park. Included within the 2021 Capital Improvement Plan, the new concrete path sections will create a continuous multi-use path between the high school and park. The widened surface will only extend into the parkway area, and the connections will provide additional space for students during school day arrival and dismissal periods.

This project uses a concrete sidewalk contract that 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. The Village last bid out the Concrete Flatwork contract in 2018, with the Village of Woodridge serving as lead agency. The 2018 bid included two extensions of one year, but the contractor Globe Construction has offered to extend unit prices from the 2018 bidding process for an additional year. The Village Board approved the 2021 contract on February 4, 2021, and the Village will utilize the majority of prices from this contract. Additional work prices have been agreed upon and included within this Wilson contract.

The 2021 Capital Improvement Plan contains the Edward and Wilson Path Connectors Project, but the Edward Street portion has been suspended from the project. Funds for the Wilson Path Connections project are as follows:

Project	Budget	Recommended Award
ST 19 04 – Edward and Wilson Path Connectors	\$156,000.00	\$72,219.33

The Public Works Department recommends that the Village President and Board of Trustees waive the competitive bidding process and award a contract to Globe Construction, Inc. in the amount of \$72,219.33 for the Wilson Path Connections contract.

Please present this item to the President and Board of Trustees for their review and approval at the regular meeting on April 15, 2021. If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.

# VILLAGE OF LOMBARD

## CONTRACT

### CONTRACT DOCUMENT NUMBER ST 19 04

This agreement is made this 15th day of April, 2021, 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:

#### Wilson Avenue Path Connections

1. This contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
  - a. FY 2021 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 accepting a proposal from the Contractor to extend unit prices from the April 3, 2018 bid for the 2021 Concrete Flatwork Contract.
    - 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 December 28, 2020
    - xvii) Globe Construction Inc. estimate dated March 16, 2021
    - xviii) Globe Construction Inc. email dated March 24, 2021
  - b. The Contractor's Bid Proposal Dated: April 3, 2018
  - 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 July 31, 2021. 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 15th day of April, 2021.

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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
By

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

\_\_\_\_\_  
By

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

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 15th day of April, 2021.

\_\_\_\_\_  
Keith Giagnorio, Village President

Attest:

\_\_\_\_\_  
Sharon Kuderna, Village Clerk

## VILLAGE OF LOMBARD

### CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we Globe Construction, Inc., 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 15, 2021, for the construction of the work designated:

Wilson Avenue Path Connections

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 15<sup>th</sup> day of April, 2021.

IN WITNESS WHEREOF, We have duly  
executed the foregoing Obligation this  
\_\_\_\_ day of \_\_\_\_\_, 2021.

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)

Wilson Avenue Path Connections 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 \_\_\_\_\_  
day of \_\_\_\_\_, 2021.

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