DISTRICTS ALL

VILLAGE OF LOMBARD REQUEST FOR BOARD OF TRUSTEES ACTION

For Inclusion on Board Agenda Bids and Proposals

TO:	President and V	/illage	Board o	f Trust	ees				
FROM:	Scott Niehaus,	Village	e Mana	ger					
DATE:	April 11, 2017		(B of T)	Date:	April	20, 20	017	
TITLE:	Bid Opening Fo	or:	FY 201 RM PR			g and F	Rear Y	ard Sewer	Lining
SUBMITTED BY:	David Gorman,	, P.E.,	Assista	nt Direc	ctor of F	ublic \	Works	DRY	
RESULTS: Date Bids Were Publicated Number of Bids Total Number of Bids	s Received 6				d <u>03/2</u>	<u>4/2017</u>			
Bid Security Required			X	Yes			No		
Performance Bond Re			X	Yes			No		
Were Any Bids With				Yes		X	No		
Explanation:					_				
Waiver of Bids Requ	ested?			Yes		X	No		
If yes, explain:					-				
Award Recommende	d to Lowest		X	Yes			No		
Responsible Bidder?									
If no, explain:									
FISCAL IMPACT:									
Engineer's estimate/b Amount of Award: \$\frac{\scrt{\singerighta}}}}}}}} } } } } } } } } } } } } } } }		\$199,11	10.50/\$2	204,000	0.00				
Sewer Lining:		\$74.90	3.50	Wate	r/Sewer	Capita	ıl	RM 11	
Concrete Utility I	Patching:	\$104,7	77.00	Wate	er/Sewer	Capit	al	RM 31	
BACKGROUND/R									
Has Recommended B			ige Prev	iously		<u>X</u> Y		No	
If yes, was quality of	work acceptable					<u>X</u> Y	es .	No	
Was item bid in acco	rdance with Pub	lic Act	85-129	5?				No	
Waiver of bids - Pub	lic Act 85-1295	does no	ot apply			Y	es .	X_No	
REVIEW (as needed)):								
Village Attorney XX					D	ate			
Finance Director XX	and the same	ours.			D	ate			
Village Manager XX		777	S23551		D	ate			
<u> </u>	·								

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

From:

David Gorman, P.E., Assistant Director of Public Works

Date:

APRIL 11, 2017

Subject:

FY 2017 Sewer Lining and Rear Yard Sewer Lining.

The 2017 Sewer Lining and Rear Yard Sewer Lining contract was bid through a joint purchase process developed by communities in the DuPage region. The MPI process has one community serve as the lead agency (Lombard) for the purposes of bidding the contract. Each participating community awards a contract based upon their identified quantities. This year's participating agencies include the Village of Bensenville, Village of Carol Stream, City of Elmhurst, and Village of Lombard. Eight (8) potential bidders purchased plans for the referenced project. Six (6) bids were received and opened at 9:45 A.M. on March 24, 2017. The overall bid results (in order of lowest to highest) are listed below followed by the results for Lombard's portion:

Contractor	Overall Bid
Hoerr Construction, Inc.	\$1,120,925.00
Insituform Technologies, USA	\$1,166,490.20
Visu-Sewer of Illinois, LLC	\$1,225,894.17
Michels Corporation	\$1,248,381.00
Miller Pipeline	\$1,269,491.15
SAK Construction	\$1,339,358.00
Engineer's Estimate	\$1,116,690.00
Contractor	Lombard's Portion of Bid
Hoerr Construction, Inc.	\$179,680.50
Visu-Sewer of Illinois, LLC	\$191,794.66
Miller Pipeline	\$203,124.00
Insituform Technologies, USA	\$207,871.10
Michels Corporation	\$218,100.00
SAK Construction	\$218,239.00
Engineer's Estimate	\$199,110.50

All bids were evaluated for full responsiveness. No bids were disqualified. The lowest responsible bidder is Hoerr Construction Inc. of Peoria, Illinois with a bid of \$179,680.50. Public Works recommends awarding this contract to Hoerr Construction, Inc.

Program	CIP Budget	Low Bid	Difference
Sewer Lining RM			
PROG 11	\$79,000.00	\$74,903.50	\$4,096.50
Rear Yard Sewer			
Lining RM PROG 31	\$125,000.00	\$104,777.00	\$20,223.00

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on April 20, 2017. 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 11 & 31

This agreement is made this 20th day of April, 2017, 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:

RFB 2017-103 Sewer Lining and Rear Yard Sewer Lining

- 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 & 31 RFB 2017-103 Sewer Lining and Rear Yard Sewer Lining, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number RM PROG 11 & 31 for RFB 2017-103 Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - b. The Contractor's Bid Proposal Dated: March 24, 2017
 - 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 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 22, 2017. 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 20th day of April, 2017.

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

therr construction, Inc.	Company North
	nt Company Name
Individual or Partnership Corporation	<u></u>
Accepted this 31 day of March, 2017.	
By Robert - Kilbile	Vice President Position/Title
Ву	Position/Title
THE VILLAGE OF LOMBARD, ILLINOIS	
Accepted this 20th day of April, 2017.	
	Keith T. Giagnorio, Village President
Attest:	
	Sharon Kuderna, Village Clerk

VILLAGE OF LOMBARD

CONTRACT BOND

Bond Number 2346055

KNOW ALL MEN BY THESE PRESENTS, that we	Hoerr 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 West Bend Mutual Insurance Çampar	Station organized and existin	g under the laws of
the State of Wisconsin , with authority to do business	s in the State of Illinois, as S	Surety, are now held
and firmly bound unto the Village of Lombard, State of Illinoi	s in the penal sum of	
One Hundred Seventy Nine Thousand Six Hundred Eighty & 5	50/100 dollars (\$ 179,6	880.50) lawful
money of the United States, well and truly to be paid unto said	l Village for the payment of	which we bind
ourselves, our successors and assigns, jointly, severally, and fi	rmly by these presents.	
THE CONDITION OF THE FOREGOING OBLIGATION	ON IS SUCH that whereas the	ne said Principal has
entered into a written contract with the Village of Lombard, ac	ting through the President a	nd Board of Trustees
of said Village, dated April 20, 2017, for the construction	n of the work designated:	

RM PROG 11 & 31 for RFB 2017-103 Sewer Lining and Rear Yard 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.

Contract Document Number RM PROG 11 & 31 for RFB 2017-103 Sewer Lining and Rear Yard Lining

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.

Contract Document Number RM PROG 11 & 31 for RFB 2017-103 Sewer Lining and Rear Yard Lining

APPROVED this 20th day of April, 2017.	IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this 20th day of April . 2017.
VILLAGE OF LOMBARD	PRINCIPAL:
	Hoerr Construction Inc.
BY: Village President	BY: Robot Kille
ATTEST:	ATTEST:
Village Clerk	Rebecca Witegand
	SURETY: West Bend Mutual Insurance Company
	BY: (Title) Attorney in Fact Ronald A Koopman
	(SEAL)

State of Illinois

} ss:

County of Macon

On 20th day of April , 2017 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Ronald A. Koopman

known to me to be Attorney-in-Fact of West Bend Mutual Insurance Company

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

(Notary Publi

"OFFICIAL SEAL"
GLENDA HOFFMAN
MOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 07-16-2017



Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

RONALD A KOOPMAN

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest

State of Wisconsin County of Washington Kevin A. Steiner

Chief Executive Officer / President

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

John F. Duwell

Executive Vice President - Chief Legal Officer Notary Public, Washington Co. WI My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 20

Dale J. Kent

Executive Vice President -Chief Financial Officer

VILLAGE OF LOMBARD

CONTRACTOR'S CERTIFICATION

affirmed

IN IOX 1	having been first duly sworn depose and states as follows:
Hoer	Construction, Inc., having submitted a proposal for:
FY 2017 CONC	RETE REHABILITATION, to the Village of Lombard, hereby certifies that said Contractor:
1. has a writter	sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
a. ii e b. ii	uent in the payment of any tax administered by the Illinois Department of Revenue, or if it is: is contesting its liability for the tax or the amount of tax in accordance with procedures stablished by the appropriate revenue Act; or that has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
	npliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol ting, 49 CFR Parts 40 and 382 and that
is/are currently	participating in a drug and alcohol testing program pursuant to the aforementioned rules.
	By: Mall Ment of Contractor
Subscribed and	CANNAL TO STATE OF THE PARTY OF

before me this 31 day of March, 2017.

REVISION NUMBER:

RTAYLOR

1.000.000

5,000,000

400,000



COVERAGES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/07/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Randy Taylor PRODUCER J.L. Hubbard Insurance and Bonds PHONE (A/C, No, Ext): (217) 877-3344 3249 FAX (A/C, No): (217) 877-0795 1090 South Route 51 Forsyth, IL 62535 EMAILESS: rtaylor@jlhubbard.com

INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : BITCO General Insurance Corporation 20095 INSURER B : Travelers Property & Casualty Company of America INSURED 25674 INSURER C: **Hoerr Construction Inc** PO Box 65 INSURER D : Goodfield, IL 61742 INSURER E : INSURER F:

		IS TO CERTIFY THAT THE POLICIE ATED. NOTWITHSTANDING ANY R	ES OI EQUI	F INS REME	URANCE LISTED BELOW HAVE B ENT, TERM OR CONDITION OF A	EEN ISSUED MY CONTRAI	TO THE INSUR CT OR OTHER	RED NAMED ABOVE FOR T I DOCUMENT WITH RESPE	CT TO WHICH THIS
CI	ERTI	FICATE MAY BE ISSUED OR MAY ISSUES AND CONDITIONS OF SUCH	PER	TAIN,	THE INSURANCE AFFORDED BY	THE POLICE	IES DESCRIB	ED HEREIN IS SUBJECT T	O ALL THE TERMS
NSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	Х	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE X OCCUR	x		CLP3648277	01/01/2017	01/01/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	s 100,000
	Х	xcu						MED EXP (Any one person)	s 5,000
								PERSONAL & ADV INJURY	s 1,000,000
	ĢEI	VL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	s 2,000,000
		POLICY X FECT LOC						PRODUCTS - COMP/OP AGG	s 2,000,000
		OTHER:							5
Α	AU1	OMOBILE LIABILITY	i				•	COMBINED SINGLE LIMIT (Ea accident)	s 1,000,000
	X	ANY AUTO	X		CAP3648281	01/01/2017	01/01/2018	BODILY INJURY (Per person)	S
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X	HUTES ONLY X NOTES ONLY						PROPERTY DAMAGE (Per accident)	s
									\$
Α	X	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	s 5,000,000
		EXCESS LIAB CLAIMS-MADE			CUP2812111	01/01/2017	01/01/2018	AGGREGATE	s 5,000,000
		DED X RETENTIONS 10,000							\$
Α	WOF	RKERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH-	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE TYPE	N/A		WC3648276	01/01/2017	01/01/2018	E.L. EACH ACCIDENT	s 1,000,000
	(Mai	ICER/MEMBER EXCLUDED?	""					E.L. DIŞEAŞE - EA EMPLOYEE	s 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: RFB 2017-13 - Sewer Lining and Rear Yard Sewer Lining

CLP3648277

ZUP13T8778417NF

CERTIFICATE NUMBER:

Viliage of Lombard and their Respective Elected and Appointed Officials, Employees, Agents, Consultants, Attorneys and Representatives are named as additional insureds under the General Liability on a primary and non-contributory basis, and additional insureds unde the Automobile; both of which are subject to written contract.

CERTIFICATE HOLDER	CANCELLATION
Village of Lombard 255 East Wilson Avenue	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Lombard, IL 60148-3931	AUTHORIZED REPRESENTATIVE Kwan Badany

f yes, describe under DESCRIPTION OF OPERATIONS below

Rented Equipment **Excess Liability**

В

E.L. DISEASE - POLICY LIMIT

01/01/2017 | 01/01/2018 | Catastrophe Limit

Limit

01/01/2017 01/01/2018

123ocp.com

Owners & Contractors Protective Liability Railroad Protective Liability Contractors Pollution Liability

555 Croton Road, Suite 206, King of Prussia, PA 19406 support@123ocp.com 866-883-7692

OCP Binder

Date: 04/07/2017

Binder Number: W01514-040717-70859

Quote Class: 16292

Agent & Agency

Randy Taylor -- JL Hubbard Insurance and Bonds (Code: 123JHL1)

Agent Address

PO Box 14

Agent City, State, Zip

Forsyth, IL 62521

Insured Name

Village of Lombard

Insured Address

255 East Wilson Avenue

Insured City, State, Zip

Lombard, IL 60148-3931

Contractor Name

Hoerr Construction Inc.

Job Description

Clean, televise and line 2392' of 8" sewer and 4831 of 10" sewer and 3267' of

8" rear easement sewer and reinstate services

Job Location

Lombard, IL

Coverage

OCP

Carrier

Mid Continent Casualty Company

Policy Dates

Effective 4/8/2017

Expiration 4/8/2018

Limits

\$1,000,000

Each Occurrence

\$2,000,000

General Aggregate Limit

Premium

\$500.00 \$0.00

Minimum and deposit

Surcharge Total

\$500.00

Premium is adjustable based on contract cost of

\$179,681

Declaration

Nuclear Energy Liability Exclusion Silica or Silica-Related Dust Exclusion

CG0009

Owners and Contractors Protective Liability Coverage Form for Operations of Designated Contractor

State Mandatory Forms for applicable state

Fungus Mildew Mold Exclusion

Asbestos Exclusion Lead Exclusion

This quotation is based solely on the information you provided. If there is a change in any of the information prior to the effective date of coverage, 123ocp.com must be notified immediately. Please note that any change in information may result in a change in premium.

Quote is valid for 30 days from quote date.

If coverage is bound the premium is due and payable at the inception date of the policy.
The carrier reserves the right to refuse any binder for ineligible exposures including but not limited to any erroneous, incomplete, or inaccurate applications.
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