

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: June 19, 2020 MEETING DATE: July 16, 2020

TITLE: Bid Waiver – Kelly Ct Water Main Replacement WA 20 07

SUBMITTED BY: Brian Jack, Utilities Superintendent 

RESULTS:

Date Bids Were Published _____ Bidding Closed _____

Total Number of Bids Received _____

Total Number of Bidders Meeting Specifications _____

Bid Security Required	_____ Yes	_____ X	_____ No
Performance Bond Required	_____ X	_____ Yes	_____ No
Were Any Bids Withdrawn	_____ Yes	_____ X	_____ No

Explanation:

Waiver of Bids Requested?	_____ X	_____ Yes	_____ No
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If yes, explain: Solicited RFP from qualified contractors

Award Recommended to Lowest Responsible Bidder?	_____ X	_____ Yes	_____ No
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If no, explain:

FISCAL IMPACT:

Budget Estimate: \$75,000

Amount of Award: \$78,275.00

Account Number: 520.790.715.75420 WA 20 07

BACKGROUND/RECOMMENDATION:

Award a contract to John Neri Construction Co., Inc. for the Kelly Ct Water Main Replacement Project WA 20 07 in the amount not to exceed \$78,275.00.

Has Recommended Bidder Worked for Village Previously	_____ X	_____ Yes	_____ No
If yes, was quality of work acceptable	_____ 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.



To: Village President and Board of Trustees
Through: Carl Goldsmith, Director of Public Works *g*
From: Brain Jack, Utilities Superintendent *Brain*
Date: June 19, 2020
Subject: Waiver of Bid – Kelly Ct. Water Main Replacement WA 20 07

The Village sought proposals for the water main replacement on Kelly Ct due to the poor condition of the water main causing multiple breaks over recent years. This water main replacement will be ahead of the planned street resurfacing this summer and will eliminate digging a newly paved road for future water main repairs.

Three (3) underground contractors were sent the Request for Proposal for this project in which two submitted proposals. The results of the proposals are listed in the table below. Both contractors have performed similar work for the Village in the past and have provided excellent work.

Company	Base Proposal
John Neri Construction Co., Inc.	\$ 78,275.00
Martam Construction, Inc.	\$131,700.00
Sheridan Plumbing & Sewer, Inc.	No bid

John Neri Construction Co., Inc. is the low proposer and has completed many projects of this type for the Village in an acceptable manner. They also have completed multiple emergency repairs on the Village's water and sewer systems, so they will be able to complete this project in the time frame specified in the RFP.

Funding for this project is in the Water/Sewer Capital Reserve Fund Project WA 20 07.

Recommendation

Waive the bidding process and award a contract in the amount not to exceed \$78,275.00 to John Neri Construction Co., Inc. of Addison, IL for the Kelly Ct Water Main Replacement Project at the July 2, 2020 Board of Trustees meeting.

Kelly Court Watermain Replacement Project# WA 20 07
Village of Lombard
6/17/2020
2:00 PM

Kelly Court Watermain Replacement Project# WA 20 07				Martam Construction		John Neri Construction	
Village of Lombard				1200 Gasket Dr		770 Factory Rd	
6/17/2020				Elgin, IL 60120		Addison, IL 60101	
2:00 PM							
Line Item	Item Description	UoM	Quantity	Unit Price	Extension	Unit Price	Extension
1	6" x 6" pressure connection in 48" Diameter Vault with W/Ty.1 Frame & Lid	EACH	1	\$7,200.00	\$7,200.00	\$5,800.00	\$5,800.00
2	6" D.I.P. Cl. 52 W/Poly wrap	LF	375	\$132.00	\$49,500.00	\$88.00	\$33,000.00
3	6" P.V.C. SDR 26 (ASTM 2241) (sanitary sewer crossing)	LF	50	\$126.00	\$6,300.00	\$50.00	\$2,500.00
4	Fire Hydrant W/Aux valve & Valve Box (install only - hydrant and valve provided by Village of Lombard)	EACH	1	\$3,200.00	\$3,200.00	\$2,750.00	\$2,750.00
5	6" - 45 deg bend W/Mega lugs	EACH	1	\$300.00	\$300.00	\$275.00	\$275.00
6	Abandon existing water main connection	EACH	1	\$1,200.00	\$1,200.00	\$2,500.00	\$2,500.00
7	Abandon fire hydrant	EACH	1	\$600.00	\$600.00	\$750.00	\$750.00
8	install 1" water service (including tap, corp. curb stop) average 5' long	EACH	13	\$2,800.00	\$36,400.00	\$1,450.00	\$18,850.00
9	Pressure test and chlorinate watermain	EACH	1	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00
10	Trench Backfill	CY	150	\$80.00	\$12,000.00	\$45.00	\$6,750.00
11	Traffic Control Protection	EACH	1	\$12,000.00	\$12,000.00	\$3,600.00	\$3,600.00
				Total	\$131,700.00	Total	\$78,275.00



VILLAGE OF LOMBARD CONTRACT

KELLY CT WATER MAIN REPLACEMENT PROJECT WA 20 07

This agreement is made this 2nd day of July, 2020, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and John Neri Construction Co., of Addison, IL. (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:

Kelly Ct Water Main Replacement Project WA 20 07

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 consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Propose
 - iv) General Terms and Conditions
 - v) Summary of Work
 - vi) Project Special Provisions
 - vii) Request for Proposal
 - viii) Appendices A - E
 - c. The Contractor's Proposal Dated: JUNE 17, 2020
 - d. Required Performance and Payment Bonds and Certificate(s) of Insurance
 - e. Executed Bidder's Certification Form.
2. The Village agrees to pay, and the Contractor agrees to accept as full payment \$78,725.00 as shown on the Contractor's 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 no later than 90 calendar days from the date of the Notice to Proceed. 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 2nd day of July, 2020.

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 _____, 2020.

By _____ Position/Title

By _____ Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 2nd day of June, 2020.

Keith Giagnorio, Village President

Attest:

Sharon Kuderna, Village Clerk

**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)

The Lilac Station Right-of-Way Water and Sewer Utility Installation 101-109 N Main St. 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 _____, 2020.

Notary Public



VILLAGE OF LOMBARD CONTRACT

KELLY CT WATER MAIN REPLACEMENT PROJECT WA 20 07

This agreement is made this 2nd day of July, 2020, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and John Neri Construction Co., of Addison, IL. (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:

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 - e. Executed Bidder's Certification Form.
2. The Village agrees to pay, and the Contractor agrees to accept as full payment \$78,725.00 as shown on the Contractor's Proposal, which is made a part hereof, subject to such additions and deletions as agreed to by the parties hereto.
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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 2nd day of July, 2020.

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 _____, 2020.

By

Position/Title

By

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 2nd day of June, 2020.

Keith Giagnorio, Village President

Attest:

Sharon Kuderna, Village Clerk

**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)

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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 _____, 2020.

Notary Public