



SUBJECT: Consideration of Resolutions related to the Strawberry and Larch improvement projects approving:

- i) A contract award to DiMeo Brothers, Inc., of Elk Grove Village, Illinois in the amount of \$1,222,882.00 plus a five percent (5%) contingency, for a total budget of \$1,284,026.00; and,
- ii) An Intergovernmental Agreement with the Northfield Woods Sanitary District related sanitary work on Larch Avenue

AGENDA ITEM: 9.b.ii

MEETING DATE: February 16, 2021

VILLAGE BOARD REPORT

TO: Village President and Board of Trustees

FROM: Jeff Brady, Director of Community Development (847) 904-4306

THROUGH: Matthew J. Formica, Village Manager

PURPOSE AND ACTION REQUESTED:

Village staff requests Village Board Consideration of Resolutions related to the construction of the Strawberry and Larch Improvements Projects ("Project") approving i.) a contract award to DiMeo Brothers, Inc., ("DiMeo") of Elk Grove, Illinois, in the amount of \$1,222,882.00, plus a five percent (5%) contingency, for a total budget of \$1,284,026.00 and ii.) an Intergovernmental Agreement (IGA) with the Northfield Woods Sanitary District for sanitary work on Larch Avenue.

PROPOSAL:

The proposed Project includes approximately 0.36 miles of improvements on Strawberry Lane, between Winnetka Road and Maple Leaf Drive and Larch Avenue between Maple Avenue and Milwaukee Avenue (*see Location map*).

Scope of Work - Water Main, Storm Sewer, Sanitary Repairs and Pavement Improvements:

The following major improvements are included in this contract:

- Water main improvements consist of the installation of approximately 1,600 linear feet of 8-inch Polyvinyl Chloride (PVC) water main and water services. The new 8-inch water mains will replace the existing, deteriorated 6-inch cast iron water mains.
- The proposed storm sewer improvements consist of the installation of approximately 1,800 feet of 12-inch to 30-inch storm sewer to improve storm water conveyance.
- The proposed sanitary sewer improvements on Strawberry Lane consist of pipe and sanitary manhole repairs and replacement of sanitary services, if necessary.
- The sanitary sewer within Larch Avenue is under Northfield Woods Sanitary District. As part of the Project, the District requested the Village perform necessary repairs as part of the other Village improvements. Since the sanitary sewer is under District jurisdiction, the Village will enter into an IGA with the District, who will pay the Village to install the sanitary sewer improvements on Larch Avenue as part of the Project. The District approved the IGA at their February 2, 2021 Board meeting.
- Pavement improvements consist of pavement patching after utility replacement and full-width

resurfacing with new asphalt pavement, as well as, partial replacement of the existing curb and gutter.

Project Timeline:

- Bid notice published – December 17, 2020
- Bid opening date – January 12, 2021
- Bid award – February 16, 2021
- Approximate preconstruction meeting – March 5, 2021
- Approximate starting date of construction – April 5, 2021
- Approximate completion of construction – August 15, 2021

DISCUSSION AND REFERENCES:

On January 12, 2021, eleven (11) bids from responsive and responsible contractors for the above-referenced Project were submitted to the Village. The contractors and the total bid amounts submitted were as follows:

No	CONTRACTOR	TOTAL BASE BID
1	DiMeo Brothers, Inc., of Elk Grove Village, Illinois	\$1,212,182.00
2	Lenny Hoffman Excavating, Inc. of Wilmette, Illinois	\$1,231,556.00
3	H. Linden & Sons, of Plano, Illinois	\$1,233,113.11
4	Joel Kennedy Construction, of Chicago, Illinois	\$1,248,683.61
5	Mauro Sewer Construction, of Des Plaines, Illinois	\$1,250,202.00
6	Berger Excavating Contractors, of Wauconda, Illinois	\$1,250,687.16
7	Pan Oceanic Inc., of Chicago, Illinois	\$1,276,228.00
8	Martam Construction, Inc. of Elgin, Illinois	\$1,283,827.01
9	Campanella and Sons, Inc. of Wadsworth, Illinois	\$1,341,566.07
10	Acqua Contractors, of Elmhurst, Illinois	\$1,381,000.00
11	Holiday Sewer and Water, of Wauconda, Illinois	\$1,639,366.11

DiMeo was the lowest bidder for the Base Bid and the Option Bid that includes the sanitary work on Larch Avenue. The low bid price for Base Bid and Larch Avenue sanitary work is \$1,222,882.00. DiMeo is prequalified by IDOT to complete the components of work included in this Project. DiMeo has previously worked in the Village of Glenview and all of their work has been satisfactory.

BUDGET:

This Project funding for the project was approved by the Village Board of Trustees, during the FY 2021 CIP budget hearings. The requested contract approval is \$1,222,882 plus a five percent (5%) contingency, for a total budget of \$1,284,026, which is approximately \$150,000 under budget. The proposed improvements are to be funded by the Village as follows:

Capital Projects Fund:	41080131-572021-20021	\$810,980
Water Fund:	51080851-572021-20021	\$432,253
Sanitary Fund:	54080851-572021-20021	\$40,793
	Grand Total:	\$1,284,026*

*Northfield Woods Sanitary District share of the Project is \$10,700, which will be reimbursed to the Village.

RECOMMENDATION:

Staff recommends the Village Board approve the attached Resolutions related to the construction of the Project approving i.) a contract award to DiMeo Brothers, Inc. of Elk Grove, Illinois, in the amount of \$1,222,882.00, plus a five percent (5%) contingency, for a total budget of \$1,284,026.00 and ii.) an Intergovernmental Agreement with the Northfield Woods Sanitary District for sanitary work on Larch Avenue.

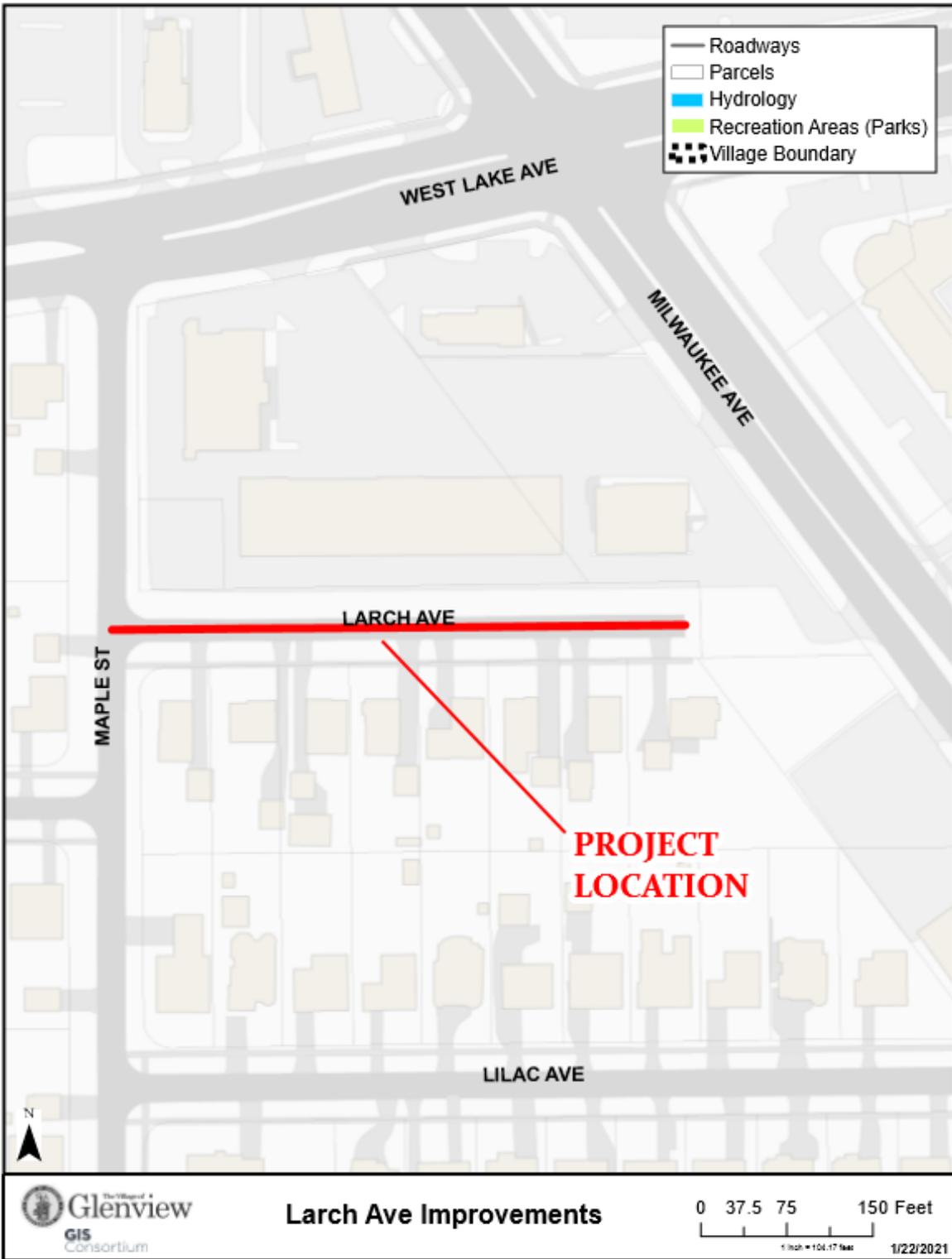
ATTACHMENTS:

1. Project Location Map
2. Contract Resolution
3. Resolution and Intergovernmental Agreement

Attachment 1

Project Location Map





Attachment 2

Contract Resolution

RESOLUTION NO. _____

WHEREAS, the Village of Glenview (“Village”), is a home rule municipality located in Cook County, Illinois;

WHEREAS, a bid notice was issued by the Village on December 17, 2020 for construction services (the “Services”) relating to the Strawberry and Larch Improvement Projects (“Project”);

WHEREAS, the corporate authorities have discussed and considered bids for the Services and DiMeo Brothers, Inc., of Elk Grove Village, Illinois (“DiMeo”), was the lowest qualified responsive and responsible bidder for the Projects; and

WHEREAS, the corporate authorities have determined that it is in the public interest to enter into a contract with DiMeo for the Services in the amount of \$1,222,882 plus a five percent (5%) contingency, for a total budget of \$1,284,026.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Glenview, as follows:

That the President and Village Clerk are authorized to execute a contract by and between the Village and DiMeo for the construction of the Project in the amount of \$1,222,882 plus a five percent (5%) contingency, for a total budget of \$1,284,026.

PASSED this _____ day of _____, 2021

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2021

James R. Patterson, Jr., President of the
Village of Glenview, Cook County, Illinois

ATTEST:

Matthew J. Formica, Village Clerk of the
Village of Glenview, Cook County, Illinois

Attachment 3

**Resolution and
Intergovernmental Agreement**

RESOLUTION NO. _____

WHEREAS, the Village of Glenview (the "Village"), is a home rule municipality located in Cook County, Illinois;

WHEREAS, the Village project for the Larch Improvements Project ("Project") has a sanitary sewer system that is under the jurisdiction of the Northfield Woods Sanitary District ("District");

WHEREAS, the corporate authorities have discussed and considered the Intergovernmental Agreement (the "Agreement") between the Village and District for the proposed Project related to reimbursement costs of the sanitary repair work ("Sanitary Work") conducted by the Village and located within the Project; and

WHEREAS, the corporate authorities have determined that it is in the public interest to enter into the Agreement with District for said Sanitary Work.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village, as follows:

That the President and Village Clerk are authorized to execute the Agreement between the Village and District, for the proposed Project.

PASSED this _____ day of _____, 2021

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2021

James R. Patterson, Jr., President of the
Village of Glenview, Cook County, Illinois

ATTEST:

Matthew J. Formica, Village Clerk of the
Village of Glenview, Cook County, Illinois

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF GLENVIEW
AND THE NORTHFIELD WOODS SANITARY DISTRICT FOR SANITARY
IMPROVEMENTS**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), is entered into as of the latest date following the signatures hereon (“Effective Date”), by and between the NORTHFIELD WOODS SANITARY DISTRICT, an Illinois unit of local government (hereinafter “District”), and the VILLAGE OF GLENVIEW, an Illinois municipal corporation and home rule unit as described in the Illinois Constitution (hereinafter “Glenview”), collectively referred to as the “Parties”.

WITNESSETH

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, public agencies may contract or otherwise associate among themselves, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the Parties are “public agencies” within the meaning of the Illinois Intergovernmental Cooperation Act; and

WHEREAS, the Parties have the power and authority to enter into an agreement pursuant to, but without limitation, the home rule powers under Section 6, Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, Glenview plans to make certain right of way improvements, as determined by Glenview (“Project”), to that portion of Larch Avenue bounded by East Dead End on the east and Maple Street on the west depicted on Exhibit A (“Project Area”), as part of Glenview’s Larch and Strawberry Improvement Project; and

WHEREAS, the Project Area is located in District’s service area and within the corporate limits of Glenview; and

WHEREAS, District has requested that Glenview include within the Project certain repairs to sanitary sewers owned and maintained by District (“District Work”), and that the District Work be included as part of any contract Glenview enters into for the improvements to the Project Area; and

WHEREAS, the Parties wish to associate, cooperate, and enter into this Agreement to define each Parties’ rights and responsibilities in regard to the Project; and

WHEREAS, the Board of Trustees of the Northfield Woods Sanitary District, on the _____ day of _____, 2021, has authorized the Northfield Woods Sanitary District to enter into this Agreement; and

WHEREAS, the Board of Trustees of the Village of Glenview, on the _____ day of _____, 2021, by its resolution has authorized its Village Manager to enter into this Agreement ; and

WHEREAS, this Agreement shall be executed in addition to and shall have no effect upon any other agreements between the Parties; and

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants and undertakings hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, it is agreed between the Parties hereto, as follows:

A. Recitals Incorporated

The foregoing recitals are incorporated herein as if fully set forth herein.

B. Payment Terms

The Project's estimated total cost is \$1,222,882.00, of which approximately \$10,700 is associated with the District Work, and \$1,212,182.00 is associated with the balance of the Project. The Project's final cost will equal the actual cost of construction as invoiced by the contractors and other forces Glenview engages to undertake the Project ("Actual Project Cost"). Glenview will serve as the Project's lead agency and will timely pay all costs associated with the Project, subject to District's reimbursement obligations set forth in Section D.

C. Bidding

The bidding and letting of contract(s) for the work to be performed hereunder, as well as Glenview engineering services, shall be done in accordance with Glenview's ordinances, practices, procedures, the current version of the Engineering Standard Manual and approved Plans and Specifications for the proposed project. In the event of a conflict, Glenview's ordinances, practices and procedures shall control.

Bid specifications issued by the Village of Glenview pursuant to this Agreement shall:

Require that the contractor provide District with a certificate of insurance naming District as an additional insured and an agreement to indemnify and hold harmless District from all claims arising out of the contractor's performance, on the same terms and conditions as those provided to Glenview; and

Provide therein that District is intended to be a third-party beneficiary of the contract, and that any terms establishing rights and authority in Glenview shall also be deemed to extend to District.

D. Payment by District

District, within ten (10) days of receiving a written request from Glenview, shall promptly convey to Glenview payment for the amount of the Actual Project Cost incurred for the District Work ("Project Reimbursement"). District will deliver Project Reimbursement to Glenview in a timely manner so as to allow Glenview to meet its payment obligations pursuant to its contract(s) with its contractor(s) without default.

E. Execution of Additional Documentation

Both Parties agree to cooperate fully, to execute any and all supplementary documents, and to take all additional actions which are consistent with and which may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement and to preserve and assert any claims that a party may have against a contractor performing work under this Agreement.

F. District’s Indemnification of Glenview

District shall defend, protect, indemnify, save, and forever hold harmless Glenview and each of its officers, elected and appointed officials, employees, agents, and representatives from and against any and all liabilities, obligations, claims, investigations, damages, penalties, causes of action, costs and expenses, including but not limited to court costs, litigation expenses, insurance deductibles, and attorneys’ fees and expenses, which Glenview or its officers, elected and appointed officials, employees, agents, or representatives may incur, suffer, or sustain, or for which Glenview or its officers, elected and appointed officials, employees, agents, and/or representatives may become obligated by reasons of any accident, injury to, or death of any persons, or loss of, or damage to, any property, or civil and/or constitutional infringement of civil rights or liberties (specifically including, without limitation, violations of any and all federal civil rights statutes, regulations, and constitutional provisions) arising directly or indirectly from, in connection with, under, or as a result of this Agreement or the District Work.

G. Insurance

During the term of the Agreement, District shall maintain its insurance – with limits at the time this Agreement is executed – against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the Project. District shall name Glenview, its officers, officials, and employees as additional insureds on its liability insurance, or self-insurance, coverage, at all times during the term of this Agreement. Such Certificate of Insurance shall be provided to Glenview within 10 days after this Agreement is fully executed.

H. Notice

All notices required to be given hereunder shall be in writing and shall be properly served on the date delivered by courier or on the date deposited, postage prepaid, with the U. S. Postal Service for delivery *via* certified mail, return receipt requested, addressed:

If to Glenview:

Matt Formica
Village Manager
Village of Glenview
2500 East Lake Avenue
Glenview, IL 60026

Jeff Brady
Director of Community
Development
Village of Glenview
2500 East Lake Avenue
Glenview, IL 60026

Julie Tappendorf
Ancel Glink, P.C.
140 S. Dearborn St,
6th Floor Chicago, IL
60603

If to District:

Alex Botvinnik
President
Northfield Woods Sanitary
District
3633 W Lake Avenue

David T. Arena
Corporation Counsel
Arena Law Office, LLC
444 N Northwest Highway

I. Additional Terms and Conditions

1. This Agreement shall be binding to the Parties and their respective successors, including successors in office.
2. This Agreement is governed by and shall be construed in accordance with the laws of the State of Illinois.
3. No amendment, waiver, or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the Parties as required by law.
4. This Agreement expresses the complete and final understanding of the Parties with respect to the subject matter as of the date of its execution. The Parties acknowledge that no representations have been made which have not been set forth herein.
5. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
6. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent will be granted or denied at the Party's sole discretion.
7. This Agreement is for the benefit of the Parties and no other person is intended to or shall have any rights, interest or claims under this Agreement or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise. Nothing contained in this Agreement, nor any act of Glenview or District, respectively, shall be deemed or construed to create any relationship of principal, agent, limited or general partnership, joint venture, or any association or relationship involving Glenview and District.
8. The undersigned represent that they have the authority of their respective governing authorities to execute this Agreement.
9. This Agreement's term shall begin on the Effective Date and terminate on December 31, 2021, unless the Project has not been completed in accordance with this Agreement, in which case the Agreement's term shall automatically renew for successive 1 year terms until the Project is completed in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the President of the Northfield Woods Sanitary District and the Village President of the Village of Glenview. Their signatures are attested to by the respective clerks of these municipalities, and their respective corporate seals have been hereunto affixed on the day and year written below.

**NORTHFIELD WOODS SANITARY
DISTRICT:**

By: _____
District President

Attest: _____
District Clerk

Date: _____

[Seal]

VILLAGE OF GLENVIEW:

By: _____
Village President

Attest: _____
Village Clerk

Date: _____

[Seal]

Exhibit A
Project Area

