


**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 Neihaus, Village Manager  
DATE : May 8, 2018 Agenda Date May 17, 2018  
TITLE : Rescind/Void Contract - Alliance Coatings, LLC  
Waiver of Bids - Alternative Repairs Systems WA 17 02 Pipe Gallery & Concrete Rehab

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 \_\_\_\_\_ No  
Performance Bond Required \_\_\_\_\_ Yes \_\_\_\_\_ No  
Were Any Bids Withdrawn \_\_\_\_\_ Yes \_\_\_\_\_ No  
Explanation:  
Waiver of Bids Requested? \_\_\_\_\_ X Yes \_\_\_\_\_ No  
If yes, explain: Purchase is directly from manufacturer.  
Award Recommended to Lowest \_\_\_\_\_ Yes \_\_\_\_\_ No  
Responsible Bidder?  
If no, explain:

**FISCAL IMPACT:**

Engineer's estimate/budget estimate \$50,000 Amount of Award \$46,325  
Water & Sewer Capital Reserve Fund: 520.790.715.75420 Proj: WA 17 02 Construction

**BACKGROUND/RECOMMENDATION:**

A contract was awarded to Alliance Coatings LLC on the April 5, 2018 Board of Trustees Meeting for the this project. The awarded Firm was unresponsive and withdrew their proposal. Staff requests to award a contract to the next lowest proposer.

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? \_\_\_\_\_ Yes X No  
Waiver of bids - Public Act 85-1295 does not apply X Yes

**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.**



## MEMORANDUM

**To:** Scott Niehaus, Village Manager

**From:** Brian Jack, Utilities Superintendent

**Through:** Carl Goldsmith, Director of Public Works

**Date:** May 8, 2018

**Subject:** **Rescind Contract - Alliance Coatings, LLC**  
**Award Contract - Alternative Repair Systems**  
 WA 17 02 Pipe Gallery & Concrete Rehabilitation Project

*Executive Summary/Background*

A contract was awarded to Alliance Coatings, LLC at the April 5, 2018 Board of Trustees meeting for the Civic Center Reservoir Pipe Gallery and Concrete Rehabilitation Project.

The Board of Trustees authorized waiving the formal bidding process for the project as the application process is performed by three local firms that are qualified to perform installation of the products. The WTWWP Division prepared an RFP with a scope of work and solicited all three firms. All firms reviewed the project at the Civic Center Reservoir Facility. Two of the three firms submitted a proposal to perform the installation. BGR Construction of Barrington, IL declined to submit a proposal citing difficulties in painting the walls, ceiling and stairwell.

The following TWO (2) firms submitted a proposal:

CONTRACTOR	PROJECT	TOTAL
Alliance Coatings, LLC of Knox, IN	CCRF PIPE GALLERY & FLOORING REHAB	<b>\$34,541.00</b>
Alternative Repairs Systems of Lansing, IL	CCRF PIPE GALLERY & FLOORING REHAB	<b>\$46,325.00</b>
BGR Construction of Barrington, IL	CCRF PIPE GALLERY & FLOORING REHAB	<b>Declined to submit</b>

Staff completed reference checks of Alliance Coatings, LLC as well as a recommendation from the Belzona representative indicated they were very reliable firm. However, Alliance Coatings became unresponsive after the Village signed contracts were sent to them and have since informed Staff that they will no longer be able to perform the work as proposed due to internal issues within their business causing them to lose funding. Completed signed contract documents from Alliance were never received so the contract was not executed.

The second lowest proposal was received from Alternative Repairs Systems of Lansing, IL which was the contractor for phase I of this project in 2017. The project was completed without

incident and was performed satisfactorily. Alternative Repairs Systems indicated that they are still interested in the project and will complete for their submitted proposal. Although their proposal is \$11,784 more than Alliance's it is still under the budgeted amount of \$50,000 by \$3,675.

**Recommendations:**

To rescind and void the awarded contract with Alliance Coatings, LLC in the amount of \$34,541 and award a contract in the amount of \$46,325 to Alternative Repairs System of Lansing, IL for the 2018 Pipe Gallery and Concrete Rehabilitation Project and authorize an agreement in an amount not to exceed \$46,325 at the May 17, 2018 Board meeting.

Please execute signature on the attached contract and return two copies to the Water Treatment and Wastewater Pumping Division for further processing.

**VILLAGE OF LOMBARD**

**VILLAGE OF LOMBARD**

**PIPE GALLERY AND CONCRETE REHABILITATION PROJECT**

CONTRACT DOCUMENT NUMBER WA 17 02

This agreement is made this 17th day of May, 2018, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and Alternative Repairs Systems of Lansing, IL hereinafter referred to as (the "Contractor").

Witnesseth That in consideration of the mutual promises of the parties delineated in the Contract Documents, the Contractor agrees to sell and provide installation services and the Village agrees to pay for the following described items as set forth in the Contract Documents:

Pipe Gallery & Concrete Rehabilitation Project WA 17 02  
in an amount not to exceed \$46,325.00

1. This Contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
  - a. The Contractor's Proposal dated February 21, 2018
  - b. Required Certificate of Insurance, Indemnification, Venue, Other Contractor Responsibilities
2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items which are the subject matter of this Contract the total sum of \$46,325.00 paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.
3. Risk of loss, destruction or damage of or to goods under this Contract shall be on contractor until delivery of the goods to the Village and acceptance of the goods by the Village.
4. The Contractor agrees to perform the terms of this Contract according to the following schedule set forth in their proposal after the Notice to Proceed has been delivered. Time is of the essence of this Contract.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by Village President, and the Contractor have hereunto set their hands this 17<sup>th</sup> day of May, 2018.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this \_\_ day of \_\_\_\_\_, 20\_\_.

Individual or Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

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

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

\_\_\_\_\_  
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 17<sup>th</sup> day of May, 2018.

\_\_\_\_\_  
Keith T. Giagnorio  
Village President

Attest:

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

VILLAGE OF LOMBARD
CONTRACTOR'S CERTIFICATION

\_\_\_\_\_, having been first duly sworn, depose and states as follows:

I am the \_\_\_\_\_ (Officer or Owner of Company) \_\_\_\_\_ (Title) for \_\_\_\_\_ (Name of Company)

(the "Contractor"), which has submitted a proposal for Pipe Gallery & Concrete Rehabilitation Project to the Village of Lombard and, having personal knowledge of the matters certified to herein, and being authorized by the Contractor to make the certifications set forth herein, 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; and

- 4. 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: \_\_\_\_\_
Authorized Agent of Contractor

Subscribed and sworn to
before me this \_\_\_\_\_
day of \_\_\_\_\_, 2018.

Notary Public

## Jack, Brian

---

**From:** Sharp, Lukas  
**Sent:** Monday, May 7, 2018 3:42 PM  
**To:** Alliance Coatings  
**Cc:** Mike Pijanowski; Jack, Brian  
**Subject:** RE: Contract

Ok we will move to reject your bid, disqualify you and award to the next lowest RFP.

Good luck and thanks for letting us know.

**From:** Alliance Coatings [<mailto:alliancecoatingsllc@gmail.com>]  
**Sent:** Monday, May 7, 2018 1:25 PM  
**To:** Sharp, Lukas  
**Cc:** Mike Pijanowski  
**Subject:** Re: Contract

Guys,

In the midst of everything going on and you not receiving the contract that was mailed out via regular postal services I would like to withdrawal from the job and remove Alliance off the list. There has been a issue internally within the business and we are not able to fund the project at this time. I'm truly sorry for all of the delays and the issues with the contract not arriving. Please move forward with the next low bidder on the project and I apologize for any inconveniences that I may have caused.

On May 7, 2018 12:55 PM, "Sharp, Lukas" <[SharpL@villageoflombard.org](mailto:SharpL@villageoflombard.org)> wrote:

If we don't receive the contracts by the end of the week we will pursuing the next vendor for the project and consider you non-responsive. Myself and Mike Pjinowski have been unable to reach you on a consistent basis and per the terms of the contract sent to you, you had 10 days to get them returned to us.

Notice of Award was sent 4/9/18. If you have had an undue hardship come up or are unable to complete the project, let me know asap.

Please advise.

**From:** Alliance Coatings [<mailto:alliancecoatingsllc@gmail.com>]  
**Sent:** Monday, April 30, 2018 12:44 PM

**To:** Sharp, Lukas  
**Subject:** Contract

Lukas,

Contract went out several days ago! I'm not sure on mail issue.. it should have came! I'm in horrible reception areas and missed calls left and right. Could you please email me if you've received the contract.



# ALTERNATIVE REPAIRS SYSTEMS

- Apply Belzona 5811 coating as noted:

a) **FIRST COAT**

Apply the Belzona® 5811 directly on to the prepared surface with a short bristled brush or rubber squeegee.

b) **SECOND COAT**

As soon as possible after application of the first coat, apply a further coat of Belzona® 5811 as in (a) above. This time will be 5 - 7 hours at 68°F (20°C) and 8 - 10 hours at 50°F (10°C). The first coat must not be left longer than 72 hours before over coating, irrespective of temperature. After this time the surface must be brush blasted to achieve a frosted appearance free of any gloss with a target profile of 40 microns

- Work area to be left in a clean condition and waste disposed of by the contractor.
- Time is of the essence so work shall begin as quickly as the contractor can mobilize.

**NOTES:**

- 1) PREVAILING WAGE PROJECT
- 2) CERTIFICATE OF INSURANCE REQUIRED
- 3) PRODUCT MANUALS TO BE PROVIDED (ELECTRONIC COPIES ACCEPTABLE) AT END OF PROJECT
- 4) WARRANTY COVERING THE MATERIAL, WORKMANSHIP AND LABOR SHALL BE FOR 1 YEAR

**LUMP SUM PRICE FOR PROJECT I WORK ONLY: \$ 32,125**  
(THIS DOLLAR AMOUNT WILL BE THE DETERMINING FACTOR FOR AWARD)

LUMP SUM PRICE FOR ADDITIVE PROJECT II WORK ONLY: \$ 14,200  
(SUBJECT TO THE APPROPRIATION OF FUNDS)

**CONTRACTOR:**

**\$46,325**

Signed: 

Title/Position: PRESIDENT

# Estimate



204 E Danker St  
Knox, IN 46534

574-772-3372

Date
2/21/2018

Name / Address
Village Of Lombard Luke Sharp 1030S. Stewart Ave Lombard, Il. 60148

Location
Civic Center and Pipe Gallery

Description	Total
Prep all Wall Areas on Walls and Ceiling for Paint	0.00
IL Industrial Journeyman	5,832.00
IL Industrial Foreman	944.00
Apply (1) One coat of S&NW Concrete Paint to Walls and Ceiling	2,010.00
Multi-Surface Acrylic Enamel	
IL Industrial Journeyman	5,184.00
IL Industrial Foreman	944.00
Prep Stairs for the New coatings	0.00
IL Industrial Journeyman	1,728.00
Sherwin Williams Pre Catalyzed Epoxy Paint (Staircase & Handrail)	143.20
Basement Floor Concrete Restoration	
IL Industrial Foreman	1,888.00
IL Industrial Journeyman	10,368.00
Concrete Prep and Apply Belzona 5811	5,500.00

Estimate includes materials and union labor to complete the job as described as well as daily clean up. Estimate excludes overtime labor rates unless noted, painting or other work done outside of the above described scope and work area, any repairs necessary due to damage by others, special bonds or permits, multiple mobilizations or wait time due to delay of work, water and electrical supply.

<b>Total</b>	<b>\$34,541.20</b>
--------------	--------------------

Accepted by \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

- Apply Belzona 5811 coating as noted:

a) **FIRST COAT**

Apply the **Belzona® 5811** directly on to the prepared surface with a short bristled brush or rubber squeegee.

b) **SECOND COAT**

As soon as possible after application of the first coat, apply a further coat of **Belzona® 5811** as in (a) above. This time will be 5 - 7 hours at 68°F (20°C) and 8 - 10 hours at 50°F (10°C). The first coat must not be left longer than 72 hours before over coating, irrespective of temperature. After this time the surface must be brush blasted to achieve a frosted appearance free of any gloss with a target profile of 40 microns

- Work area to be left in a clean condition and waste disposed of by the contractor.
- Time is of the essence so work shall begin as quickly as the contractor can mobilize.

NOTES:

- 1) PREVAILING WAGE PROJECT
- 2) CERTIFICATE OF INSURANCE REQUIRED
- 3) PRODUCT MANUALS TO BE PROVIDED (ELECTRONIC COPIES ACCEPTABLE) AT END OF PROJECT
- 4) WARRANTY COVERING THE MATERIAL, WORKMANSHIP AND LABOR SHALL BE FOR 1 YEAR

LUMP SUM PRICE FOR PROJECT I WORK ONLY: \$ 16,785<sup>00</sup>  
(THIS DOLLAR AMOUNT WILL BE THE DETERMINING FACTOR FOR AWARD)

LUMP SUM PRICE FOR ADDITIVE PROJECT II WORK ONLY: \$ 17,756<sup>00</sup>  
(SUBJECT TO THE APPROPRIATION OF FUNDS)

**CONTRACTOR:**

Signed: 

Title/Position: VP/EST

# VILLAGE OF LOMBARD

## PRE RFP SUBMITTAL ATTENDANCE FORM

The undersigned is an authorized representative of

Alliance Coatings LLC

(Name of Company)

and was in attendance at the pre-RFP submittal meeting for the Civic Center Pipe Gallery & Concrete Rehab 2018.

Signed:

Rich Wond

Title/Position:

Estimator/Supervisor

Acknowledgment of attendance:

Signed:

Julius R. S. G.

2/15/18

Village of Lombard  
Department of Public Works