

InterOffice Memo



To: David A. Hulseberg, Village Manager
Through: Carl Goldsmith, Director of Public Works
From: David A. Dratnol, P.E., Village Engineer
Date: May 29, 2012
Subject: Lift Station Improvements- Phase 2

The Lift Station Improvements- Phase 2 project is comprised of modifications to two (2) lift stations:

1. **Finley Road** (elevating the existing cabinet and installing new on site back-up generator)
2. **Charles Lane Pond** (elevating the existing cabinet and installing a new automatic transfer switch for an existing generator with the intent of installing an on-site back-up generator in the future).

The project was broken into two phases. Phase one included six stations (Cambria, Olde Towne, Elizabeth/Morris, Vista Pond, Grace/Central and Kenilworth). Due to permitting issues with DuPage County it was decided to proceed with the stations included in the Phase 1 contract and separate the two (2) stations that involved working with DuPage County into another bid package.

Like Phase 1, the decision was made to pre-purchase the control cabinet and back-up generator. The pre-purchase condenses the timeframe necessary to review, approve, order and manufacture the materials. This coincides with the goal of expediting the construction process.

As stated, the intent is to supply the contractor the equipment for installation. With the Village pre-purchasing the equipment, it was in the Village's best interest to seek electricians who have had a good working relationship with Village staff or had previously successfully worked with either the design or resident engineer. By having a contractor who is known to be skilled, cooperative and principled, potential field uncertainties can be dealt with efficiently and economically. Lastly, the interface between all parties (staff, suppliers and contractor) would be more amicable.

Public Works - Engineering sent bid documents to a pool of five potential bidders, including Thorne Electric, who is currently working on Phase 1.

Bid results are listed below:

Company	Charles Lane	Finley Road	Total
Thorne Electric	\$57,404.00	\$119,398.00	\$176,802.02
Manusos General Contracting/Stellmach Electric	\$81,025.00	\$117,975.00	\$199,000.00
Engineer's Estimate	\$75,000.00	\$125,000.00	\$200,000.00

Public Works-Engineering recommends award of this contract in the amount of \$176,802.02 to Thorne Electric of Wheaton, Illinois as the lowest responsible and responsive bidder.



VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER SAN 11-03B

This agreement is made this 7th day of June 2012, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Thorne Electric 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:

Lift Station Improvements, Phase 2

The scope of work includes modifications to two (2) stations:

1. Charles Lane (installing a new control cabinet)
2. Finley Road (elevating the existing cabinet and installing new onsite back-up generator)

All of the above as well as other project details are further described in the contract documents for the said work prepared for the Village of Lombard by Baxter Woodman, Inc.

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 SAN-11-03B for Lift Station Improvements, Phase 2, consisting of the following:

Specifications

 - 1.1. Cover Sheet
 - 1.2. Table of Contents
 - 1.3. Solicitation of Proposal
 - 1.4. Bidder Instructions
 - 1.5. General Conditions of the Construction Contract
 - 1.6. Supplementary Conditions

Plans
 - b. The Contractor's Bid Proposal Dated: May 24, 2012
 - c. Addendum #1 Dated: May 21, 2012
 - d. Required Contract Bond and Certificate(s) of Insurance
 - f. 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 as per **Section 01 31 14 Project Coordination and Construction Phasing** of the contract specifications. 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 and the Contractor have each hereunto caused this Contract to be executed by their respective duly authorized representatives this 7th day of June 2012.

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 _____, 2012.

By

Position/Title

By

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this _____ day of _____, 2012.

William J. Mueller, Village President

Attest:

Brigitte O'Brien, Village Clerk

**VILLAGE OF LOMBARD
CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we _____, 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 June 7, 2012, for the construction of the work designated:

Lift Station Improvements, Phase 2

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 ____ day of _____, 2012.

IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this ____ day of _____, 2012.

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)

Lift Station Improvements, Phase 1 Project 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.
- 4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village of Lombard.

4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

(Cross out either 4A or 4B, depending upon which certification is correct.)

By: _____
Authorized Agent of Contractor

Subscribed and sworn to
before me this _____
day of _____, 2012.

Notary Public