

DISTRICT 2

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 R. Niehaus, Village Manager
 DATE: April 25, 2018 MEETING DATE: May 3, 2018
 TITLE: Bid Opening For: Edson/Wilson Manhole Aerator
 SUBMITTED BY: David Gorman, P.E. Assistant Director of Public Works Director *DG*

RESULTS:

Date Bids Were Published N/A Bidding Closed 04/24/18
 Total Number of Bids Received 3
 Total Number of Bidders Meeting Specifications 3
 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 Were Any Bids Withdrawn Yes X No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
 If yes, explain: See memo
 Award Recommended to Lowest Responsible Bidder? X Yes No
 If no, explain:

FISCAL IMPACT:

Budget Estimate: \$100,000
 Engineer's Estimate: \$106,500.00
 Amount of Award: \$111,160.00
 Fund: 410.710725.75420 Sewer/Water Capital Reserve Fund
 Project Number: SA 18 04

BACKGROUND/RECOMMENDATION:

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 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.

Interoffice Memo



To: Scott Niehaus, Village Manager
Through: Carl Goldsmith, Director of Public Works *CG*
From: David Gorman, P.E., Assistant Director of Public Works
Date: April 24, 2018
Subject: Edson/Wilson Manhole Aerator

This project is intended to address odor issues related to a manhole located at the discharge point of a force main located at the intersection of Edson and Wilson Avenue and an air release valve located on the same force main (near Central Avenue and Charlotte Street). This work includes installing a permanent emergency bypass for the existing force main, a temporary bypass of a gravity sewer, installing a Vortex Flow Insert, lining the manhole and adjusting the existing manhole, removal and replacement of a portion of the 16 inch diameter force main and extensive traffic control. Ancillary benefits of this project include rehabilitation of the discharge manhole and the installation of a permanent bypass in the event of any maintenance issues related to the discharge structure.

To work around the Glenbard East High School academic year and to reduce construction costs by directly purchasing some materials and doing pavement restoration, the Public Works Department sought authorization to waive bids and to seek bids from four (4) underground utility contractors who previously have successfully completed underground utility projects for the Village.

Pre-purchased items by the Village include:

- Air release valve and check valve assembly (\$7,114.00)
- IPEX Vortex Flow PVC Insert Fitting (\$27,938.00)
- Two 16 inch Resilient Wedge Gate Valves 4" to 20" (\$8,966)

Monies from the Sewer Maintenance and Improvements (CIP Project RM PROG 10) will be allocated to assist in funding this project. The air release/check valve and the two (2) gate valves have already been purchased utilizing Sewer Maintenance and Improvements funding. The air release/check valve assembly installation (\$2,800.00) will also be paid for using Sewer Maintenance and Improvements program. The bid includes installation of the material and all restoration necessary to complete the project.

Bids were received and read aloud on in the Public Works Front Conference Room at 11:00 AM on April 24, 2018. The results are summarized below:

Company	Bid
Martam Construction	\$111,160.00
John Neri Construction	\$195,100.00
Trine Construction	\$220,500.00
Engineer's Est. Estimate	\$106,499.59

A copy of the complete bid tabulation or any additional information can be obtained from Public Administration staff.

Public Works-Engineering recommends award of this contract in the amount of \$111,160.00 to Martam Construction of Elgin, Illinois as the lowest responsible and responsive bidder.



**VILLAGE OF LOMBARD
CONTRACT**

**EDSON/WILSON MANHOLE AERATOR
CONTRACT DOCUMENT NUMBER SA 18-04**

This agreement is made this 3rd day of May, 2018, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Martam 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:

Installation of an IPEX Flow Vortex Insert and an ARI 3" D023SS03 Combination Air Valve and 3" flanged connection with and an OCS check valve along with a 40 pound canister. Work also includes, performing all necessary bypass pumping operations, replacing a portion of the 16 inch diameter force main, installing two valves for project and future use, preparation of the pavement subbase for paving by Village crews and traffic control.

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 SA 18-04 of the Edson/Wilson Aerator, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) General Provisions
 - iv) Special Provisions
 - v) Appendices
 - b. Addendum #1
 - c. The Contractor's Bid Proposal Dated: April 24, 2018
 - 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 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 by August 1st 2018. 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 3rd day of May 2018.

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 _____, 2018.

By

Position/Title

By

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 3rd day of May, 2018.

Keith Giagnorio, Village President

Attest:

Sharon Kuderna, 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 May 3, 2018, for the construction of the work designated:

**EDSON/WILSON MANHOLE AERATOR
CONTRACT DOCUMENT NUMBER SA 18 04**

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 3rd day of
May, 2018.

IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this
____ day of _____, 2018.

VILLAGE OF LOMBARD

PRINCIPAL:

BY: _____
Keith Giagnorio, Village President

BY: _____

ATTEST:

Sharon Kuderna, 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)

the EDSON/WILSON AERATOR 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 _____, 2018.

Notary Public