

**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 : Carl Goldsmith, Village Manager  
DATE : February 12, 2013                      Agenda Date: February 21, 2013  
TITLE : Demolition Services Bid Opening  
SUBMITTED BY: Carl Goldsmith, Director of Public Works *CJ*

**RESULTS:**

Date Bids Were Published: January 23, 2013                      Bidding Closed: February 4, 2013  
Total Number of Bids Received: 8  
Total Number of Bidders Meeting Specifications: 7  
Bid Security Required:                        X   Yes                             No  
Performance Bond Required:                        X   Yes                             No  
Were Any Bids Withdrawn:                             Yes                        X   No  
Explanation:  
Waiver of Bids Requested?                             Yes                        X   No  
If yes, explain:  
Award Recommended to Lowest Responsible Bidder?                        X   Yes                             No  
If no, explain:

**FISCAL IMPACT:**

Engineer's estimate/budget estimate: \$78,000  
Contract Award: \$53,000

**BACKGROUND/RECOMMENDATION:**

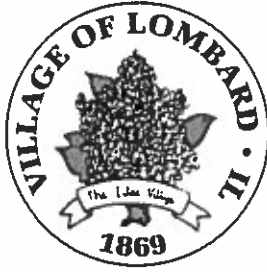
In relation to three projects; the Terrace View Pond Relief Sewer project, the Prairie/LaLonde Generator/Control Cabinet project and the Route 53 Stormwater Pumping Station project, the Village acquired property to facilitate the improvements. In order to prepare for the projects, the Village will need to demolish the existing structures and prepare the property for the construction. The Village included the demolition of the property at 126 W. Maple owned by the Helen Plum Library in the bid; however, the Library will not be participating in the demolition contract.

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?                        X   Yes                             No  
Waiver of bids - Public Act 85-1295 does not apply                             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.**



February 4, 2013

TO: Acting Village President and Board of Trustees

THROUGH: David A. Hulseberg, Village Manager

FROM: Carl Goldsmith, Director of Public Works *CJ*

SUBJECT: Demolition Services Bid

**Background**

Following the July 2010 storm event, the Village embarked on an aggressive plan to upgrade the Village's critical pumping infrastructure to enhance our ability to effectively operate during storm conditions. To that end, the 2012 CIP contained funding to upgrade facilities. In some cases the upgrade was an onsite generator, while other projects included the full replacement of facilities (i.e. Route 53 Storm Station).

In relation to three projects; the Terrace View Pond Relief Sewer project, the Prairie/LaLonde Generator/Control Cabinet project and the Route 53 Stormwater Pumping Station project, the Village acquired property to facilitate the improvements. The Village has closed on the four (4) properties and continues to work towards construction of the improvements. In order to prepare for the projects, the Village will need to demolish the existing structures and prepare the property for the construction. In several cases, the improvement(s) will not occur for upwards of two years based upon permitting issues.

The Village prepared specifications for the demolition of the four properties. Additionally, the Village included the demolition of property owned by the Helen Plum Library, as they are interested in demolishing the property to allow for future uses. The specification allows the Village to remove any property from the award of contract, so there was no risk to the Village for including the Library's property.

The Village will be coordinating the demolition activity around the training schedules of the Lombard Police Department and Lombard Fire Departments. These structures will assist the departments in providing training scenarios to the personal. All activity will be confined to the structure and proper notice will be given to the adjacent properties.

Thirteen (13) potential bidders received specifications for the demolition. Eight (8) bids were received and opened at 9:30 am on February 4, 2013. The bid results are summarized below:

	115 W. Crystal	249 N. LaLonde	525 Philips Court	63 S. Columbine	126 W. Maple	Total Bid
Albrecht Enterprises	\$14,930	\$13,335	\$21,760	\$24,125	\$25,185	\$99,335
American Demolition	\$19,400	\$18,900	\$27,600	\$34,400	\$38,200	\$138,500
Anthem Excavation & Demolition	\$11,000	\$10,000	\$16,000	\$16,000	\$19,000	\$72,000
DMD Demolition	<i>NON RESPONSIVE BID</i>					
K.C.M. Company	\$13,695	\$14,425	\$16,974	\$17,825	\$36,810	\$99,729
RAMSCO	\$14,870	\$14,870	\$15,670	\$15,920	\$25,079	\$86,409
Semford Management & Construction, Inc.	\$26,000	\$21,200	\$28,900	\$22,800	\$33,250	\$132,150
The E Company	\$14,500	\$13,800	\$15,400	\$19,000	\$22,100	\$84,800

The Village provided the Executive Director of the Helen Plum Library with documents related to the bid process and the results. The Village was notified that the Helen Plum Library would not be participating in the Village of Lombard's Demolition Services Contract. The Library had previously received proposals for the demolition and was comfortable with previous pricing received. As such, the Village has reviewed the bids with the property at 126 W. Maple excluded from the Bid.

	115 W. Crystal	249 N. LaLonde	525 Philips Court	63 S. Columbine	Total Bid
Albrecht Enterprises	\$14,930	\$13,335	\$21,760	\$24,125	\$74,150
American Demolition	\$19,400	\$18,900	\$27,600	\$34,400	\$100,300
Anthem Excavation & Demolition	\$11,000	\$10,000	\$16,000	\$16,000	\$53,000
DMD Demolition	<i>NON RESPONSIVE BID</i>				
K.C.M. Company	\$13,695	\$14,425	\$16,974	\$17,825	\$62,919
RAMSCO	\$14,870	\$14,870	\$15,670	\$15,920	\$61,330
Semford Management & Construction, Inc.	\$26,000	\$21,200	\$28,900	\$22,800	\$98,900
The E Company	\$14,500	\$13,800	\$15,400	\$19,000	\$62,700

The Village has determined that the lowest responsible bidder for the four (4) Village properties is Anthem Excavation & Demolition of Itasca, Illinois with a bid in the amount of \$53,000.00. Anthem has performed work for the Village of Lombard in the past with acceptable results. The properties will be scheduled for demolition and notification will be made to adjacent property owners. Following the demolition, the contractor will seed the property and the properties will be added to the Village's Grass Mowing & Weeding Contract.

### **Recommendation**

Staff recommends that the Village Board of Trustees accept a bid from Anthem Excavation & Demolition of Itasca, Illinois in the amount of \$53,000 for the demolition of the structures at 115 W. Crystal Avenue, 249 N. LaLonde Avenue, 525 Philips Court and 63 S. Columbine.

# VILLAGE OF LOMBARD

## Demolition Services Contract

CONTRACT DOCUMENT NUMBER PWO 13-09

This agreement is made this 21<sup>st</sup> day of February, 2013 by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and Anthem Excavation & Demolition 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 perform the services and the Village agrees to pay for the following services as set forth in the Contract Documents:

Demolition and restoration of Village owned facilities within the bid document Pages 16 through 18 according to the following pricing:

115 W. Crystal Avenue	\$11,000
249 N. LaLonde Avenue	\$10,000
525 Phillips Court	\$16,000
63 S. Columbine	\$16,000

- I. This Contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
  - a. Specification and Contract Document no. PWO 13-09 for Demolition Services, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Invitation to Bid on Contract Document No. PWO 13-09 - Legal Notice
    - iv) General Terms, Conditions and Instructions
    - v) Specific Terms, Conditions and Instructions and Blue Prints
    - vi) Bid Proposal Form

- vii) Plans and Specifications and Specification Deviation Form
  - b. The Contractor's Bid Proposal Dated February 1, 2013
  - c. Required Performance and Payment Bonds and Certificate of Insurance
2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the services which are the subject matter of this Contract the total sum of \$ 53,000.00 paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.
  3. Contractor shall not delegate the duties involved in the performance of the services which are the subject matter of this Contract without the written approval of the Village.
  4. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.
  5. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by William J. Mueller, Village President, and the Contractor have hereunto set their hands this 6th day of May, 2010.

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 \_\_\_\_\_, 2013.

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

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

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

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

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 21<sup>st</sup> day of February, 2013.

\_\_\_\_\_  
William Ware  
Acting Village President

Attest:

\_\_\_\_\_  
Brigitte O'Brien  
Village Clerk

**VILLAGE OF LOMBARD**  
**BID PROPOSAL**

Proposal for Contract Document Number PWO 13-09.

We hereby agree to furnish to the Village of Lombard **Demolition Services** in accordance with provisions, instructions, and specifications of the Village of Lombard for the prices as follows:

**DEMOLITION SERVICES**

Site Number	Address	Quantity	Unit	Total
1	115 W. Crystal Avenue	1	Lump Sum	\$ <u>11,000.00</u>
2	249 N. LaLonde Avenue	1	Lump Sum	\$ <u>10,000.00</u>
3	525 Philips Court	1	Lump Sum	\$ <u>16,000.00</u>
4	63 S. Columbine Road	1	Lump Sum	\$ <u>16,000.00</u>
5	126 W. Maple Street	1	Lump Sum	\$ <u>19,000.00</u>
<b>Total Demolition Proposal</b>				\$ <u>72,000.00</u>

*The Village reserves the right to award a contract for all demolition sites to one contractor or award separate contracts for Demolition Services.*

Delivery of the item(s) will be within 45 day(s) following notification of bid award.

State length and terms of warranty(s): Contract award through final inspection(s).

Is your bid in compliance with specifications?:  Yes  No

If answer is no, list deviations on the provided "Specification Deviation" Form.

Signed on this 1<sup>st</sup> day of February, 2013.

If an individual or partnership, all individual names of each partner shall be signed:

By .....: \_\_\_\_\_

Print Name.....: \_\_\_\_\_

Position/Title .....: \_\_\_\_\_

By .....: \_\_\_\_\_

Print Name.....: \_\_\_\_\_

Position/Title .....: \_\_\_\_\_

Company Name .....: \_\_\_\_\_

Address line 1 .....: \_\_\_\_\_

Address line 2 .....: \_\_\_\_\_

Telephone .....: \_\_\_\_\_

**If a corporation, an officer duly authorized should sign and attach corporate seal**

*PLACE CORPORATE SEAL HERE*

By.....: \_\_\_\_\_

Print Name .....: \_\_\_\_\_

Position/Title.....: \_\_\_\_\_

Company Name .....: \_\_\_\_\_

Address line 1 .....: \_\_\_\_\_

Telephone .....: \_\_\_\_\_

No additional charges over the total net bid price will be made during the specified Bid/Contract period. The Village of Lombard is exempt from sales or federal tax; therefore, do not include in bid price.

All bid prices shall be shown as F.O.B. destination Lombard, Illinois, unless otherwise stated.



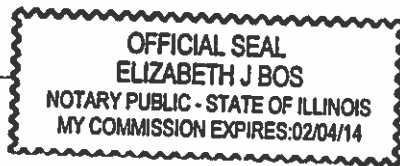
**CONTRACTOR'S CERTIFICATION  
PROPOSAL**

Anthem Excavation + Demolition, Inc. (Name of Contractor/Proposer), having submitted a proposal on a contract for Demolition Services (General description of item(s) proposed on) to the Village of Lombard, hereby certifies that said Contractor/proposer is not barred from proposing on the aforementioned contract as a result of a violation of either Section 33E-3 or 33 E-4 of Article 33E of Chapter 38 of the Illinois Criminal Code or of any similar statute of another state or of a federal statute containing the same or similar elements.

By:   
Authorized Agent of Contractor/Proposer

Subscribed and sworn to before me this 1st day of February, 2013.

Elizabeth Bos  
Notary Public



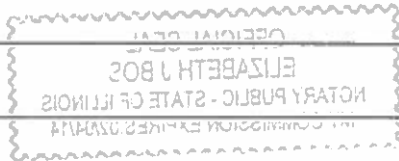
The Village of Lombard reserves the right to reject any or all proposals, to waive technicalities in proposing, or to choose any combination of proposals which are deemed to be in the best interest of the Village of Lombard.

**VILLAGE OF LOMBARD**  
**SPECIFICATION DEVIATION**

We deviated from the desired specifications of the Village of Lombard in the following areas. As best as can be ascertained, there are no other deviations from those listed below:

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE USE THE BACK OF THIS PAGE)

N/A



\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

EXHIBIT A

VILLAGE OF LOMBARD  
CONTRACTOR'S CERTIFICATION

Daniel Bos, having been first duly sworn, depose and states as follows:  
(Officer or Owner of Company)

I am the Vice President for Anthem Excavation & Demolition, Inc.  
(Title) (Name of Company)  
(the "Contractor"), which has submitted a proposal for Demolition Services - Contract PWO-13-09  
(Name of Village project)

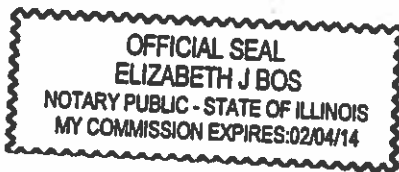
to the Village of Lombard and, having personal knowledge of the matters certified to herein, and being authorized by the Contractor to make the certifications set forth herein, hereby certifies that said Contractor:

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 all employee drivers (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: [Signature]  
Authorized Agent of Contractor

Subscribed and sworn to  
before me this 1st  
day of February, 2013.

Elizabeth J Bos  
Notary Public



**EXHIBIT B**

**ADDITIONAL INSURED ENDORSEMENT**

Name of Insurer:  
Named Insured:  
Policy Number:  
Policy Period:  
Endors. Effective Date:

This endorsement modifies coverage provided under the following:

**Commercial General Liability  
Coverage Part**

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

