

DISTRICT: None

**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: William T. Lichter, Village Manager
DATE: May 6, 2008
AGENDA DATE: May 15, 2008
TITLE: Bid Opening For: South Booster Station
SUBMITTED BY: David A. Dramol, P.E., Village Engineer *DD*

RESULTS:

Date Bids Were Published 04/11/08 Bidding Closed 05/02/08
Total Number of Bids Received 6
Total Number of Bidders Meeting Specifications 6

Bid Security Required Yes No
Performance Bond Required Yes No
Were Any Bids Withdrawn Yes No
Explanation:

Waiver of Bids Requested? Yes No
If yes, explain:
Award Recommended to Lowest Responsible Bidder? Yes No
If no, explain:

FISCAL IMPACT:

Engineer's estimate/budget estimate: \$1,559,085.00/\$1,603,142.80
Amount of Award: \$1,214,905.00

Fund: W/SCapRsv 7901.809500 Proj # 0821

BACKGROUND/RECOMMENDATION:

Has Recommended Bidder Worked for Village Previously Yes No
If yes, was quality of work acceptable Yes No
Was item bid in accordance with Public Act 85-1295? Yes No
Waiver of bids - Public Act 85-1295 does not apply Yes No

REVIEW (as needed):

Village Attorney XX PA M. J. DeLo Date 5/7/08
Finance Director XX W. J. L. L. L. Date 5/7/08
Village Manager XX W. J. L. L. L. Date 5/7/08

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: William T. Lichter, Village Manager
Through: David Gorman, P.E., Acting Director of Public Works *DLG*
 David A. Dratmol, P.E., Village Engineer *DLG*
From: May 6, 2008
Date: May 6, 2008
Subject: South Booster Station

Project Number: WA-07-01B



The South Booster Station consists of constructing a potable water inter-pressure zone pumping and pressure reducing station on 14th Street, west of Meyers Road. Fifteen potential bidders and suppliers purchased bid documents. Public Works Engineering received and opened six bids at 10:30 A.M. on May 2, 2008. The results are summarized below:

Company	Bid (as-read)	Corrected Bid
Genco Industries, Inc	\$1,214,905.00	
Seagren Construction, Inc.	\$1,324,324.00	\$1,322,824.00
Joseph J. Henderson & Sons, Inc.	\$1,340,440.00	
Meccon Industries, Inc.	\$1,346,480.00	\$4,493,330.00
Manusos General Contracting, Inc.	\$1,354,008.17	\$1,354,005.17
Keno & Sons Construction Co.	\$1,376,668.00	\$2,148,868.00
Engineer's Estimate	\$1,559,085.00	

The bid tabulation is attached. Bids are derived by multiplying the written unit price bid with the estimated number of units required to complete the project. Corrected Bids are bids that, when tabulated, result in a different number than the As-Read Bid. Bid differences occur because of simple addition errors by the bidder in tabulating the line item bids, such as those found in Seagren Construction and Manusos General Contracting bids. Other bid differences occur because of multiplication or transcription errors by the bidder of specific unit prices, such as those found in the Meccon Industries and Keno & Sons Construction bids. These errors occurred because apparent unit prices of \$7.00 and \$4.00 were transcribed as \$7,000.00 and \$400.00, respectively, causing a major adjustment of the bid amount. Per bidding requirements, regardless of bidder intent, written unit prices govern and must be utilized. Though the Corrected Bids modify the bidder's ranking, there was no affect on the lowest responsible bidder or the bidding process.

The bid tabulation will be posted on the Village website after award of the contract. Please contact me if you have any questions or need any additional information.

Staff recommends award of this contract to Genco Industries, Inc. in the amount of \$1,214,905.00. If approved by the Board, please return two (2) executed original contracts to PW Engineering for further processing.

PROJECT FILE NAME: South Booster Station

DATE: Friday, May 2, 2008
TIME: 10:00 A.M.
TABULATED BY: FK

				ENGINEER'S ESTIMATE				Genco Industries, Inc. 13610 Kenton Ave. Crestwood, IL, 60445				Seagren Construction, Inc. 103 North State Street Hampshire, IL, 60140				Joseph J. Henderson & Son, Inc. 4288 Old Grand Avenue, PO Box 9 Gurnee, IL, 60031			
NO	ITEM	QUAN	UNIT	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL						
1	25200700 Seeding, Special	1950	SY	\$10.00	\$19,500.00	\$7.90	\$14,295.00	\$10.00	\$19,500.00	\$2.90	\$5,655.00								
2	25200200 Supplemental Watering	15	UNIT	\$125.00	\$1,875.00	\$100.00	\$1,500.00	\$500.00	\$7,500.00	\$564.00	\$8,400.00								
3	28000400 Perimeter Erosion Barrier	230	LF	\$3.00	\$690.00	\$6.00	\$1,380.00	\$3.00	\$690.00	\$4.50	\$1,035.00								
4	NA Authorized Additional Excavation for Unsuitable Materials	150	CY	\$30.00	\$4,500.00	\$102.00	\$15,300.00	\$30.00	\$4,500.00	\$77.80	\$11,670.00								
5	42400430 Portland Cement Concrete Sidewalk, 5-in, Special (Remove & Replace)	620	SF	\$6.00	\$3,720.00	\$14.75	\$9,145.00	\$9.00	\$5,580.00	\$10.20	\$6,324.00								
6	Z0004600 Bit. Driveway Pavt.	380	SY	\$60.00	\$22,800.00	\$26.50	\$10,070.00	\$50.00	\$19,000.00	\$96.60	\$37,848.00								
7	70101700 Traffic Control & Protection	1	LS	\$2,500.00	\$2,500.00	\$2,875.00	\$2,875.00	\$2,500.00	\$2,500.00	\$3,383.00	\$3,383.00								
8	03300001 Cast-in Place Concrete	1	LS	\$75,000.00	\$75,000.00	\$110,000.00	\$110,000.00	\$80,000.00	\$80,000.00	\$63,268.00	\$63,268.00								
9	04210001 Unit Masonry	1	LS	\$100,000.00	\$100,000.00	\$125,000.00	\$125,000.00	\$66,000.00	\$66,000.00	\$120,648.00	\$120,648.00								
10	05120001 Structural Steel	1	LS	\$12,000.00	\$12,000.00	\$30,000.00	\$30,000.00	\$50,000.00	\$50,000.00	\$45,403.00	\$45,403.00								
11	08100001 Doors	1	LS	\$26,000.00	\$26,000.00	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00	\$15,654.00	\$15,654.00								
12	08800001 Glazing	1	LS	\$13,000.00	\$13,000.00	\$7,000.00	\$7,000.00	\$7,500.00	\$7,500.00	\$11,898.00	\$11,898.00								
13	09900001 Painting	1	LS	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$18,605.00	\$18,605.00								
14	10200001 Louvers	1	LS	\$11,000.00	\$11,000.00	\$6,000.00	\$6,000.00	\$12,000.00	\$12,000.00	\$12,718.00	\$12,718.00								
15	14320001 Control Building	1	LS	\$155,000.00	\$155,000.00	\$67,000.00	\$67,000.00	\$193,554.00	\$193,554.00	\$154,627.00	\$154,627.00								
16	14320001 Monorail Hoist	1	LS	\$7,000.00	\$7,000.00	\$18,150.00	\$18,150.00	\$15,000.00	\$15,000.00	\$8,231.00	\$8,231.00								
17	15060001 Piping	1	LS	\$364,000.00	\$364,000.00	\$105,000.00	\$105,000.00	\$165,000.00	\$165,000.00	\$173,180.00	\$173,180.00								
18	15060002 Valves	1	LS	(inc. 05060001)	\$0.00	\$70,000.00	\$70,000.00	\$85,000.00	\$85,000.00	\$89,900.00	\$89,900.00								
19	15060002 Flow Meters	1	LS	(inc. 05060001)	\$0.00	\$41,000.00	\$41,000.00	\$45,000.00	\$45,000.00	\$51,653.00	\$51,653.00								
20	15140001 Pumps	1	LS	\$90,000.00	\$90,000.00	\$96,800.00	\$96,800.00	\$75,000.00	\$75,000.00	\$86,413.00	\$86,413.00								
21	15820001 HVAC	1	LS	\$26,000.00	\$26,000.00	\$23,000.00	\$23,000.00	\$20,000.00	\$20,000.00	\$16,462.00	\$16,462.00								
22	16010001 Station Electrical Work	1	LS	\$300,000.00	\$300,000.00	\$168,000.00	\$168,000.00	\$220,000.00	\$220,000.00	\$194,682.00	\$194,682.00								
23	16480001 MCC	1	LS	\$155,000.00	\$155,000.00	\$168,000.00	\$168,000.00	\$140,000.00	\$140,000.00	\$145,089.00	\$145,089.00								
24	16620001 Generator	1	LS	\$115,000.00	\$115,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$63,583.00	\$63,583.00								
25	NA Temporary Construction Fence	450	LF	\$10.00	\$4,500.00	\$21.00	\$9,450.00	\$10.00	\$4,500.00	\$8.00	\$3,600.00								
TOTAL				AS READ:	\$1,559,085.00		\$1,214,905.00		\$1,324,324.00		\$1,340,440.00								
				AS CORRECTED:	\$1,559,085.00		\$1,214,905.00		\$1,322,624.00		\$1,340,440.00								
				Deduct for Temporary Work Easement, if applicable:				\$5,000.00	\$1,500.00	\$5,000.00	\$5,000.00								

PROJECT FILE NAME: South Booster Station
PROJECT NO.: WA-07-01B

DATE: Friday, May 2, 2008
TIME: 10:00 A.M.
TABULATED BY: FK

Meccon Industries, Inc.
 2703 Berrice Road, PO Box 206
 Lansing, IL., 60438

Manusos General Contracting, Inc.
 91 Christopher Way
 Fox Lake, IL., 60020

Keno & Sons Construction Co.
 33 North Waukegan Road, Suite 204
 Lake Bluff, IL., 60044

NO	ITEM	QUAN	UNIT	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL
1	25200700 Seeding, Special	1950	SY	\$10.00	\$19,500.00	\$1.81	\$3,529.50	\$400.00	\$780,000.00
2	2520020 Supplemental Walering	15	Unit	\$500.00	\$7,500.00	\$219.11	\$3,286.65	\$24.00	\$6,360.00
3	28000400 Perimeter Erosion Barrier	230	LF	\$7.00	\$1,610.00	\$2.19	\$503.70	\$7.00	\$1,610.00
4	NA Authorized Additional Excavation for Unstable Materials	150	CY	\$110.00	\$16,500.00	\$63.54	\$9,531.00	\$96.00	\$14,400.00
5	42400450 Portland Cement Concrete Sidewalk, 5-in. Special (Remove & Replace)	620	SF	\$10.00	\$6,200.00	\$6.03	\$3,738.60	\$6.00	\$5,580.00
6	Z0004600 Bit. Driveway Pavt.	360	SY	\$79.00	\$30,020.00	\$4.37	\$1,686.60	\$63.00	\$23,940.00
7	70101700 Traffic Control & Protection	1	LS	\$3,000.00	\$3,000.00	\$1,643.00	\$1,643.00	\$3,001.00	\$3,001.00
8	03300001 Cast-In-Place Concrete	1	LS	\$55,000.00	\$55,000.00	\$44,464.00	\$44,464.00	\$106,309.00	\$106,309.00
9	0421001 Unit Masonry	1	LS	\$160,000.00	\$160,000.00	\$120,510.00	\$120,510.00	\$119,039.00	\$119,039.00
10	051201 Structural Steel	1	LS	\$54,000.00	\$54,000.00	\$41,415.00	\$44,115.00	\$46,947.00	\$46,947.00
11	0810001 Doors	1	LS	\$22,000.00	\$22,000.00	\$18,386.65	\$18,386.65	\$14,300.00	\$14,300.00
12	0880001 Glazing	1	LS	\$10,000.00	\$10,000.00	\$24,540.00	\$24,540.00	\$8,400.00	\$8,400.00
13	0980001 Painting	1	LS	\$18,000.00	\$18,000.00	\$18,077.00	\$18,077.00	\$20,383.00	\$20,383.00
14	1020001 Louvers	1	LS	\$5,000.00	\$5,000.00	\$1,534.00	\$1,534.00	\$11,880.00	\$11,880.00
15	1312301 Control Building	1	LS	\$60,000.00	\$60,000.00	\$217,575.00	\$217,575.00	\$197,431.00	\$197,431.00
16	1432001 Monorail Hoist	1	LS	\$12,000.00	\$12,000.00	\$7,998.00	\$7,998.00	\$8,847.00	\$8,847.00
17	1506001 Piping	1	LS	\$245,000.00	\$245,000.00	\$176,383.87	\$176,383.87	\$166,022.00	\$166,022.00
18	1506002 Valves	1	LS	\$75,000.00	\$75,000.00	\$87,644.16	\$87,644.16	\$88,373.00	\$88,373.00
19	1506002 Flow Meters	1	LS	\$42,000.00	\$42,000.00	\$43,822.08	\$43,822.08	\$51,061.00	\$51,061.00
20	1514001 Pumps	1	LS	\$80,000.00	\$80,000.00	\$83,961.00	\$83,961.00	\$82,367.00	\$82,367.00
21	1582001 HVAC	1	LS	\$27,000.00	\$27,000.00	\$26,305.00	\$26,305.00	\$17,399.00	\$17,399.00
22	1601001 Station Electrical Work	1	LS	\$190,000.00	\$190,000.00	\$195,994.00	\$195,994.00	\$166,800.00	\$166,800.00
23	1646001 MCC	1	LS	\$130,000.00	\$130,000.00	\$140,971.00	\$140,971.00	\$140,900.00	\$140,900.00
24	1652001 Generator	1	LS	\$74,000.00	\$74,000.00	\$60,255.36	\$60,255.36	\$63,469.00	\$63,469.00
25	NA Temporary Construction Fence	450	LF	\$7,000.00	\$3,150,000.00	\$5.28	\$2,376.00	\$8.00	\$4,050.00
TOTAL					\$1,826,480.00		\$1,854,008.17		\$1,976,668.00
AS CORRECTED:					\$4,493,950.00		\$1,654,005.07		\$2,974,868.00
Deduct for Temporary Work Easement, If applicable:					\$15,000.00		\$8,000.00		\$10,000.00

R E S O L U T I O N
R _____
08

**A RESOLUTION AUTHORIZING SIGNATURE OF
PRESIDENT AND CLERK ON AN AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard, and Genco Industries, Inc. regarding the South Booster Station project as attached hereto and marked Exhibit "A"; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this 15th day of May, 2008.

Ayes; _____

Nays: _____

Absent: _____

Approved this 15th day of May, 2008.

William J. Mueller
Village President
ATTEST:

Brigitte O'Brien
Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer
Village Attorney



**VILLAGE OF LOMBARD
CONTRACT**

CONTRACT DOCUMENT NUMBER WA-07-01B

This agreement is made this 15th day of May, 2008, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Genco Industries, 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:

South Booster Station; the work will include constructing a potable water inter-pressure zone pumping and pressure reducing station on 14th Street, west of Meyers Road. 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 Christopher B. Burke Engineering, Ltd.

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 WA-07-01B for South Booster Station, consisting of the following:

- i) Cover Sheet
- ii) Table of Contents
- iii) Notice to Bidders on Contract Document Number WA-07-01B - Legal Notice
- iv) General Provisions
- v) Special Provisions
- vi) Plans and Specifications

b. The Contractor's Bid Proposal Dated: May 2, 2008

c. Required Performance and Payment Bonds and Certificate(s) of Insurance

d. 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 substantially complete work under this contract within 289 calendar days from receiving the Notice to Proceed, allowing for an additional 21 calendar days for completion of punch list work. 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 herunto caused this Contract to be executed by their respective duly authorized representatives this 15th day of May, 2008.

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 _____, 2008.

By _____
Position/Title _____

By _____
Position/Title _____

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this _____ day of _____, 2008.

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 May 15, 2008, for the construction of the work designated:

South Booster Station

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 _____, 2008.

VILLAGE OF LOMBARD

BY: _____
Village President
ATTEST: _____
Village Clerk

IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this
_____ day of _____, 2008.

PRINCIPAL:

BY: _____
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)

South Booster Station 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 _____, 2008.

Notary Public