

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 : David A. Hulseberg, Village Manager
DATE : August 11, 2010 Agenda Date August 19, 2010
TITLE : 2010 North Ave. Standpipe Exterior Painting Project
Additional Work Waiver of Bids
SUBMITTED BY: Angela M. Podesta, Utilities Superintendent **AMP**

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Were Any Bids Withdrawn _____ Yes _____ No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: Additional work increases contract by more than 50%
Award Recommended to Lowest _____ Yes _____ No
Responsible Bidder?
If no, explain:

FISCAL IMPACT:

Engineer's estimate/budget estimate \$301,776.00
Amount of Award \$301,776.00

BACKGROUND/RECOMMENDATION:

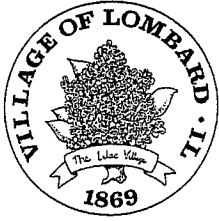
Award a contract to Tecorp, Inc. to repair the roof and completely clean and paint the interior of the North Ave. Standpipe in an amount not to exceed \$301,776.00.

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: David A. Hulseburg, Village Manager
Through: Carl S. Goldsmith, Director of Public Works
From: Angela M. Podesta, Utilities Superintendent *AMP*
Date: July 30, 2010
Subject: 2010 North Ave. Standpipe Exterior Painting Project
Repairs to Roof and Interior Painting
Waiver of Bids

Background

The scope of this project was to power wash the exterior of the tank, power tool rusted spots and apply a spot primer coat, two-tone intermediate coat and two-tone finish coat. While the Contractor was power washing the roof of the tank, the force of the water blew holes in the roof along two parallel lines. The two rafters welded to the inside of the roof had become significantly corroded and caused the roof to corrode. The corrosion was not visible from the outside of the tank. The Village authorized the contractor to secure the rafters and entered into an agreement with Tank Industry Consultants (TIC) to inspect the inside of the tank and determine the scope of repairs. TIC had previously been under contract as resident engineer for the painting project.

TIC made several recommendations:

- Repair roof by cutting out corroded material and weld steel plates to cover openings. Provide roof support system during repairs
- Remove and replace steel rafters welded to the inside of the roof
- Remove a corroded ring where roof meets sidewalls
- Clean and repaint the interior of tank.

There are two options for cleaning and repainting:

- Option #1 is to completely blast clean the entire interior of the tank and repaint. This coating will last an estimated 15 years.
- Option #2 is for blasting and repainting the roof and top portions of the sidewalls and touch up as needed for the remaining interior. TIC estimates the interior will require repainting in 5-7 years.

Staff recommends complete blast and recoating of the interior of the standpipe (Option #1). The recommendation is based upon the longer service life for the new coating (15 years vs 5-7 years). The overall cost for cleaning and recoating the interior of the standpipe now will be less than as a stand alone project because the contractor is already mobilized and will have rigging in place as a result of performing the repairs. Also, spot cleaning and recoating will require the standpipe to be taken out of service a second time in 5-7 years.

The Contractor submitted a proposal for the repairs and both painting options. Staff was able to negotiate a 5% decrease in the unit prices. TIC indicated the prices were not unreasonable. The Contractor also requested a contract time extension of 60 days.

The project was budgeted for \$192,600, which included inspection fees. The Village Board awarded a contract to Tecorp, Inc. of Joliet, IL in the amount of \$67,521.00 for cleaning and painting the exterior of the standpipe. The proposed additional work for performing the roof repairs, and to completely clean and repaint the interior of the standpipe (Option #1) is \$301,776.00. Option #2 would increase the current contract amount by \$241,476.00, \$60,300 less than Option #1.

The additional scope of work will increase Tecorp's contract by more than 50% so the Village Board will be required to waive bids for the work to be awarded to Tecorp. TIC was awarded a contract for inspection services in the amount of \$95,000 and we do not foresee having to increase TIC's inspection contract to cover the time extension because the original contract was based upon the proposed contract time which included more time than what was needed.

Recommendation

Staff is requesting that the Board of Trustees waive bids and award a contract to Tecorp, Inc. to repair the roof of the North Avenue Standpipe and complete cleaning and painting of the interior of the standpipe (Option #1) at a cost not to exceed \$301,776.00.

VILLAGE OF LOMBARD

CONTRACT DOCUMENT NUMBER WA 10-02-B

This agreement is made this 19th day of August, 2010 between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and Tecorp, Inc. hereinafter to as (the "Contractor") and its 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:

Repairs to North Ave Standpipe Roof, replacement of roof stiffeners, removal of stiffening ring and complete cleaning and painting of the interior at an amount not to exceed \$304,696.10

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
 - a. Additional Work Request for Contract Document No. WA-10-02 for , consisting of the following:
 - i) Village Letter Dated July 7, 2010 (Revised)
 - ii) Tank Industry Consultants Letter Dated July 7, 2010
 - vi) Additional Work Request Proposal Form (Revised)
 - b. The Contractor's Bid Proposal Dated August 11, 2010
 - 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 items, and installation of the same, which are the subject matter of this contract the total sum of \$301,776.00 paid in accordance with the provisions of the Local Government Prompt Payment Act.
3. The Contractor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
4. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall add 60 calendar days to the WA-10-02 contract time. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation.
5. Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to

cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.

6. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on 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 on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
8. 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 by William J. Mueller, Village President, and the Contractor have hereunto set their hands this ___ day of _____, 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 _____, 2010.

Individual or Partnership _____ Corporation _____

By Position/Title

By Position/Title

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this ___ day of _____, 2010.

William J. Mueller
Village President

Attest:

Brigitte O'Brien
Village Clerk