

**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, AICP, ICMA-CM, Village Manager  
 DATE: March 12, 2013 (COW) (**B of T**) AGENDA DATE: March 21, 2013  
 TITLE: Central Station Roof Project PW-1210, Vehicle Storage Building Roof Project PW-1212, and P.W. Administration Building PW 1217

SUBMITTED BY: Carl S. Goldsmith, Director of Public Works

**RESULTS:**

Date Bids Were Published 9/20/12 Bidding Closed 9/27/12  
 Total Number of Bids Received 3  
 Total Number of Bidders Meeting Specifications 3  
 Bid Security Required \_\_\_\_\_ Yes X No  
 Performance Bond Required \_\_\_\_\_ Yes X No  
 Were Any Bids Withdrawn \_\_\_\_\_ Yes X No  
 Explanation: No performance references included.  
 Waiver of Bids Requested? \_\_\_\_\_ Yes X No  
 If yes, explain:  
 Award Recommended to Lowest X Yes \_\_\_\_\_ No  
 Responsible Bidder?  
 If no, explain:

**FISCAL IMPACT:**

Engineer's estimate/budget estimate \$418,000.00  
 Amount of Award \$417,999.00  
 Capital Projects: \$418,000.00

**BACKGROUND/RECOMMENDATION:**

Has Recommended Bidder Worked for Village Previously \_\_\_\_\_ Yes X No  
 If yes, was quality of work acceptable \_\_\_\_\_ 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.**



To: David A. Hulseberg, Village Manager  
Through: Carl Goldsmith, Director of Public Works *or*  
From: Tom Ellis, Operations Superintendent  
Date: March 12, 2013  
Subject: Central Station, P.W. Administration Building and Vehicle Storage building  
Roof Rehabilitation Projects FY12B

As part of the Village's effort to address the backlog of facility improvements/repairs, the FY 2012B and FY 2013 CIP's contain funding for the repair of the roofs at the Central Pumping Station, Public Works Vehicle Storage Garage and the Public Woks Administration Building. On Monday, September 17, 2012, the Village opened bids for the Central Station, P.W. Administration Building and Vehicle Storage building" Roof Rehabilitation Project".

Bid specifications were sent to the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with U.S. Communities Government Purchasing Alliance. Currently 497 communities in Illinois are participating in U.S. Communities Government Purchasing Alliance. The U.S. Communities Government Purchasing Alliance is a program that affords member communities an opportunity to participate in a program whereby a service or commodity is publically bid by a Lead Agency and the results of that competitive solicitation is available to all 90,000 public agencies. The Village of used the same process for the Police Department roof project. Garland/DBS, Inc. administered a competitive bid process for these projects. Bid specification were sent to or picked up by three (3) contractors, resulting in three (3) bidders responding who met Village specifications.

At the October 11, 2012 Village Board Meeting, a contract was approved with the low bidder, Riddiford Roofing Company, for \$417,999.00. Riddiford Roofing is requesting that the contract be awarded to Garland/ DBS, the listed U.S. Communities administrator of the project. Garland /DBS used Riddiford Roofing as a subcontractor on all three roofing projects.

Staff is seeking to void the contract with Riddiford Roofing Company in the amount of \$417,999.00 and approve a contract with Garland/ DBS in the amount of \$417,999.00. The contract amount is not affected by this change. This simply allows the Village to make payment to the general contractor. This is an administrative issue that does not impact the completed project.

Please place this item on the March 21, 2013 Village Board meeting agenda.

Attachments: Riddiford Roofing Company memo



Date: 3/11/13

Attn: Tom Ellis

Re: Village of Lombard Roofing Project

Riddiford has been subcontracted by Garland / DBS to perform restoration work at buildings listed below. This work was completed in fall of 2012.

**Village of Lombard; Du Page County, Illinois**

**Date Submitted: 09/17/2012**

**Proposal #: 25-IL-120394**

**The following buildings were restored last year.**

- Vehicle Storage Building, 292 E. Central Ave.
- Administration Building, 282 E. Central Ave.
- Central Station, 20 E. St Charles Road.

Sincerely,

*Jason Doran*

Jason Doran  
Riddiford Roofing Co.  
Cell: 847-514-9580

# VILLAGE OF LOMBARD

(Contract for Construction Projects)

CONTRACT DOCUMENT NUMBER PW-1210

This agreement is made this 21 day of March, 2013, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (Garland/ DBS Co.) hereinafter referred to as (the "Contractor").

Witnesseth, That in consideration of the mutual promises of the parties delineated in the Contract Documents, and herein, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the Contract Documents:

(The description, quantities and proposal prices are stated here)

1. 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. PW 1210 for Roof Refurbishment projects, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Invitation to Bid on Contract Document No. \_\_\_\_\_ - 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 9-20-2012.
  - 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 \$ 417,999.00 paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.
3. The Contractor represents and warrants that it will comply with 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 complete work on this project within 120\_ calendar days from the date of the Notice to Proceed. 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.
9. 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 Peter Breen, Acting Village President, and the Contractor have hereunto set their hands this 21 day of March, 2013.

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 21 day of March, 2013.

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

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

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

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

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 21 day of March, 2013.

\_\_\_\_\_  
Bill Ware  
Acting Village President

Attest:

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