

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: June 21, 2012 (COW) (B of T) AGENDA DATE: June 21, 2012
TITLE: Carriage House Addition
Project Number PWO 12-15
SUBMITTED BY: Carl S. Goldsmith, Director of Public Works *cy*

RESULTS:

Date Bids Were Published _____ Bidding Closed _____
Total Number of Bids Received _____
Total Number of Bidders Meeting Specifications _____
Bid Security Required _____ Yes X No
Performance Bond Required _____ Yes X No
Were Any Bids Withdrawn _____ Yes _____ No
Explanation: No performance references included.
Waiver of Bids Requested? X Yes _____ No
If yes, explain: See attached memo
Award Recommended to Lowest _____ Yes X No
Responsible Bidder?
If no, explain:

FISCAL IMPACT:

Engineer's estimate/budget estimate \$315,000/ \$315,000
Amount of Award \$209,528.00

BACKGROUND/RECOMMENDATION:

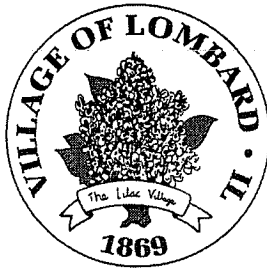
Staff recommends the Board award a contract to Aljer Construction in the amount of \$209,528.00

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? _____ 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.



June 13, 2012

TO: Village President and Board of Trustees

THROUGH: David A. Hulseberg, Village Manager

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

SUBJECT: Carriage House Addition

Background

The Village staff has been working with the Lombard Historical Society and Lombard Historical Commission on an addition to the Carriage House located at 23 W. Maple Street. The proposed addition will nearly double the size of the Carriage House and provide the Society with an opportunity to more effectively display and archive Lombard history. The grounds and facilities are owned by the Village of Lombard and through an agreement dating back to April 15, 1993 (amended in June 1993, November 1998 and February 2008) the Society operates the programming of the facilities. A revised IGA was approved by the Village Board of Trustees in January 2012 to facilitate the expansion of the Carriage House.

At the time that the Village Board approved the IGA for the expansion, the staff discussed the funding scenario for the project. Based upon a State of Illinois Department of Natural Resources Public Museum Capital Grant in the amount of \$70,000, the project is required to be completed by December 31, 2012. In order to ensure that the grant funds were not forfeited, the Village has included the construction of the expansion in the 2012B Capital Improvements Plan, with an estimated value of \$313,720.00. It is recommended that the Village fund the full cost of the addition through the use of Downtown TIF funds. The Society will reimburse the Village for all non-Village Funded Work (\$45,000 for utility extensions and connections, \$30,000 for fire/burglar alarm installation & upgrades and \$6,000 for sidewalk improvements) within two (2) years from the date the Village issues a certificate of occupancy. The funds would be made available through the grant, current and future donations.

The plans for the addition were developed by the Lombard Historical Society and incorporated into the bid manual prepared by the Village of Lombard. In order to try to minimize costs for the addition, the bid manual was prepared with a Base Bid price, along with a series of Alternates that may be added to the project at the Village's discretion. There are twelve (12) alternates that have been identified. The Alternates are items that would not be required as a condition of the Village issuing a Certificate of Occupancy (CO) or are items that the Village is responsible for

under the terms of the IGA. The issuance of a CO by the Village of Lombard is required prior to the Lombard Historical Society receiving the grant funds.

The Village had previously awarded a contract for the Carriage House Addition; however, the contractor formally withdrew the bid. As a result, the Village staff recommended that the Village accept the withdrawal, reject the second bid received and authorize the solicitation of proposals for the project. The Village developed a Request for Proposals for the project and accepted proposals through 10:30 am on Thursday, June 21, 2012. The results of the sealed proposals received are summarized below:

<i>Company</i>	<i>Total</i>
DeCraene Custom Homes	\$218,303.00
Aljer Construction	\$209,528.00
David Sima	\$234,890.00
<i>Engineer's Estimate</i>	<i>\$232,720</i>

The lowest proposal that meets the Village's specifications was submitted by Aljer Construction in the amount of \$209,528.00. The Village has reviewed references, which were favorable.

Members of the Lombard Historical Society, Lombard Historical Commission and the project architect were on hand at the opening of the proposals. The Historical Society has met and recommends that the contract with Aljer Construction be approved by the Village Board of Trustees.

Recommendation

Staff recommends that the Village Board of Trustees accept a proposal from Aljer Construction of Lombard, Illinois in the amount of \$209,528.00 for the Carriage House Addition project.

PERFORMANCE REFERENCES

All bidders shall supply three (3) names, addresses, telephone numbers and names of persons to contact as performance references, of current accounts.

Company Name:..... : American Oak Corp
Address..... : 334 E. Irving Park Rd
City & State..... : WOOD Dale ILL
Telephone Number..... : 630-766-4367
Person To Contact..... : MARK OSBORN
Title/Position..... : OWNER

Company Name:..... : Villa Park Electric
Address..... : NORTH AVE
City & State..... : ADDISON
Telephone Number..... : 630 629 3990
Person To Contact..... : MIKE KAVIA
Title/Position..... : OWNER

Company Name:..... : Richards Building MATERIALS
Address..... : NORTH AVE
City & State..... : ADDISON ILL
Telephone Number..... : 630 629 8846
Person To Contact..... :
Title/Position..... : Accts. PAYABLE

DISQUALIFICATION OF BIDS

The following will be cause for disqualification of bids:

- a. Prices excessively high and/or exceed monies available for the intended purchases;
- b. Failure to submit bid deposit or surety;
- c. Failure to offer to meet specified delivery or performance schedules;
- d. Failure to price out the bid in conformance to the required format; or qualification of price to protect the bidder from unknown future market conditions;
- e. Rights of the purchasing agency limited under any contract clause;
- f. Bidder currently listed among "debarred" bidders list. "Debarred" bidders list is a list of vendors who have not complied with the rules and regulations of Village contracts. If you have any questions, please contact Rhonda Heabel, Management Analyst;

VILLAGE OF LOMBARD
 BID PROPOSAL

Proposal for Contract Document Number PWO-1215 We hereby agree to furnish to the Village of Lombard **Carriage House Addition** in accordance with provisions, instructions, and specifications of the Village of Lombard for the prices as follows:

Some material may be provided by donors such as concrete, gravel, electrical wire, conduit or the like. The contractor shall take a deduction for such items at his cost.

PRICE

Base Bid		<u>\$ 177,492</u>
Alternate #1 -Installation of second floor's floor covering	materials	<u>966 /labor 966</u>
Alternate #2- installation of tile in restroom	materials	<u>200 /labor 500</u>
Alternate #3- installation of restroom fixtures	materials	<u>600 /labor 1550</u>
Alternate #4- painting of second floor	materials	<u>300 /labor 2244</u>
Alternate #5- painting of first floor walls	materials	<u>200 /labor 1600</u>
Alternate #6 painting of first floor ceiling	materials	<u>100 /labor 600</u>
Alternate #7 painting of stairwell	materials	<u>100 /labor 800</u>
Alternate #8 wood floor installation in class room	materials	<u>1932 /labor 3220</u>
Alternate #9 complete mechanical installation	M+L	<u>10 1748</u>
	materials	<u>/labor</u>
Alternate #10 surface mounted florescent lighting	materials	<u>1520 /labor 1790</u>
Alternate #11 installation of finish plumbing fixtures	materials	<u>600 /labor 1500</u>
Alternate #12 installation of sprinkler system	materials	<u>N.A /labor N.A</u>
Total project cost including alternates		<u>\$ 209,528</u>

* Plumbing does not include double check Detector Assembly for fire protection.

VILLAGE OF LOMBARD
BID PROPOSAL (CONTINUED)

Delivery of the item(s) will be within 30 day(s) following notification of bid award.

State length and terms of warranty(s): ONE year on labor, all other manufacturers as supplied

Is your bid in compliance with specifications?: Yes No
If answer is no, list deviations on the provided "Specification Deviation" Form.

Signed on this 17th day of JUNE, 2012.

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

By: Allen Hennig
Print Name: ALLEN HENNIG
Position/Title: OWNER

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

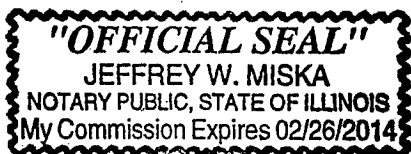
PLACE CORPORATE SEAL HERE

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.

CONTRACTOR'S (BIDDER) CERTIFICATION
BID PROPOSAL

ALLEN HEWIG
DBA
ALSER CONSTRUCTION (Name of Contractor/Bidder), having submitted a bid on a contract for
CARRIAGE HOUSE ADDITION (General description of item(s) bid on) to
the Village of Lombard, hereby certifies that said contractor/bidder is not barred from bidding 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: Allen Hewig
Authorized Agent of Contractor/Bidder

Subscribed and sworn to before me this 18th day of June, 2012.

Jeffrey W. Miska
Notary Public

The Village of Lombard reserves the right to reject any or all bids, to waive technicalities in bidding, or to choose any combination of bids 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)

[The following area contains approximately 15 horizontal lines, all of which have been crossed out with a single diagonal line from the top-left to the bottom-right, indicating that no deviations were listed.]

[Handwritten signature]
Signature of Bidder

[Handwritten date]
6/17/2012

VILLAGE OF LOMBARD

CONTRACT DOCUMENT NUMBER PWO-1215

This agreement is made this 21 day of JUNE, 2012 by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (ALJER CONSTRUCTION) 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 sell and install and the Village agrees to pay for the following described items and the installation of the same 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. PWO-1215 for Carriage House Addition 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 17 June 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 \$ 208,303.00 paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.
3. Risk of loss, destruction or damage of or to goods under this Contract shall be on contractor until installation and acceptance of the goods by the Village.
4. Contractor shall not delegate the duties involved in the performance of the installation services which are the subject matter of this Contract without the written approval of the Village.
5. The Contractor represents and warrants that it will comply with all applicable Federal, State and local laws concerning prevailing wage rates regarding installation services provided under this Contract and all Federal, state and local laws concerning equal employment opportunities.
6. The Contractor shall deliver the goods under this Contract by November 9, 2012, and shall complete installation by November 9, 2012. 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.
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 William J. Mueller, Village President, and the Contractor have hereunto set their hands this ___ day of _____, 20__.

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 JUNE, 2012

Individual or Partnership _____ Corporation _____

By Position/Title

By Position/Title

ALWER CONSTRUCTION
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 21 day of JUNE, 2012

William J. Mueller
Village President

Attest:

Brigitte O'Brien
Village Clerk