

DISTRICT 5

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: Scott R. Niehaus, Village Manager

DATE: April 26, 2017 MEETING DATE: May 4, 2017

TITLE: Bid Opening For: N. Broadway Interim Pump Station and Force Main Project
and Gatz Pond Outfall Project

Bid : Gatz Pond Outfall Project

SUBMITTED BY: Carl Goldsmith, Director of Public Works

RESULTS:

Date Bids Were Published 3/30/17 Bidding Closed 4/25/17

Total Number of Bids Received 8

Total Number of Bidders Meeting Specifications 4

Bid Security Required	<u>X</u> Yes	<u> </u> No
Performance Bond Required	<u>X</u> Yes	<u> </u> No
Were Any Bids Withdrawn	<u> </u> Yes	<u>X</u> No

Explanation:

Waiver of Bids Requested?	<u> </u> Yes	<u>X</u> No
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If yes, explain:

Award Recommended to Lowest Responsible Bidder?	<u>X</u> Yes	<u> </u> No
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If no, explain:

FISCAL IMPACT:

Budget Estimate: \$2,169,000

Engineer's Estimate: \$2,748,342.50

Amount of Award: \$2,747,584.50

Fund: \$2,169,000 Water/Sewer Capital Reserve

Fund Account #: 520.790.715.75420

New World System Number: SS 16-01

BACKGROUND/RECOMMENDATION:

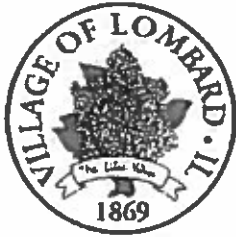
Has Recommended Bidder Worked for Village Previously	<u>X</u> Yes	<u> </u> No
If yes, was quality of work acceptable	<u>X</u> Yes	<u> </u> No
Was item bid in accordance with Public Act 85-1295?	<u>X</u> Yes	<u> </u> No
Waiver of bids - Public Act 85-1295 does not apply	<u> </u> Yes	<u>X</u> No

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.

Interoffice Memo



To: Village President and Board of Trustees
Through: Scott Niehaus, Village Manager
From: Carl Goldsmith, Director of Public Works *ag*
Date: April 26, 2017
Subject: North Broadway Interim Pump Station and Force Main Project (A)
 and Gatz Pond Outfall Project (B)

The North Broadway Interim Pump Station and Force Main Project is located on E. North Broadway Street between S. Fairfield Avenue and S. Grace Street, and S. Grace Street between E. North Broadway Street and E. Hickory Street. The project includes installation of one centrifugal pump and controls with piping to accommodate two axial pumps. The project also consists of installation of approximately 1,500 lineal feet of a storm water force main, a new precast concrete control building, and a new diesel fuel generator with base fuel tank.

The Gatz Pond Outfall Project is located on S. Chase Avenue between E. North Broadway Street and E. Maple Street, and E. Maple Street between S. Chase Ave and S. Westmore/Meyers Road. The project consists of the construction of approximately 1,950 feet of new 60-inch diameter storm sewer. The project also includes installing 700 feet of various diameter storm sewers, pavement reconstruction, and pavement patching.

The North Broadway Interim Pump Station and Force Main project and the Gatz Pond Outfall project will separate the combined sewer system in the Gatz Pond Watershed, approximately 400 acres. An Exhibit of the combined sewer separation/watershed plan studied by Christopher B. Burke Engineering, Ltd is attached.

The budget estimate in the Capital Improvement Plan (CIP) for construction of the two projects was \$1,914,700.00 for the North Broadway Project and \$2,169,000.00 for the Gatz Pond Project respectively. The engineer's estimate was \$1,746,402.00 (not including additional \$605,742.12 for the pump station equipment separately purchased by the Village) and \$2,748,342.50 respectively.

The North Broadway Interim Pump Station and Force Main Project was previously put out for bid in 2016. At that time, all bids exceeded both the CIP budget and the Engineer's Estimate of Cost, so the Public Works Department recommended rejecting all bids. Based on conversations with various contractors, as well as in-house discussions, the Public works Department recommended that the project be combined with the Gatz Pond Outfall project in 2017 to potentially reduce the overall cost to the Village. The Village Board of Trustees approved the recommendation to reject the bids for the North Broadway Interim Pump Station and Force Main project at the July 21, 2016 meeting.

Both the North Broadway Interim Pump Station and Force Main Project and the Gatz Pond Outfall Project were advertised for bids on March 30, 2017. In order to obtain the best possible bid results, the Public Works Department allowed contractors to bid on both projects together, or the contractors could bid on the projects individually.

Eight (8) potential bidders purchased bid documents. On April 25, 2017 at 2:00 PM, Public Works Engineering Division received and read aloud eight (8) bids from four (4) contractors. The results are summarized below:

Contractor	Base Bids (As Corrected)				
	N. Broadway (Bid A)	Gatz Pond (Bid B)	N. Broadway and Gatz Pond (Bid A + Bid B)		
			N. Broadway (Bid A)	Gatz Pond (Bid B)	Total A+B
Glenbrook Excavating & Concrete, Inc	\$1,687,459.50	\$3,062,766.00	-	-	-
Bolder Contractors	-	\$3,401,092.00	-	-	-
Martam Construction, Inc	\$2,364,268.00	\$2,747,584.50	\$2,339,268.00	\$2,725,738.50	\$5,065,006.50
John Neri Construction Co., Inc.	\$2,312,871.50	\$3,670,766.00	-	-	-
Engineer's Estimate	\$1,746,402.00	\$2,748,342.50	\$1,746,402.00	\$2,748,342.50	\$4,494,744.50

Based on the analysis and evaluation on all bid proposals submitted prior to the bid opening, the low bid proposals are the individual bid for the North Broadway Interim Pump Station and Force Main Project in the amount of \$1,687,459.50 and the individual bid for the Gatz Pond Outfall Project in the amount of \$2,747,584.50. The total of the two lowest responsible bids is \$4,435,044.00.

Staff will provide copies of the bid tabulation upon request and the complete tabulation will be posted on the Village website and QuestCDN.com, online bidding tool, after the Village Board of Trustees awards the contracts. Please contact me if you choose to receive a copy of the bid tabulation, have any questions or need any additional information.

Public Works Engineering recommends awarding of the North Broadway Interim Pump Station and Force Main Project Contract in the amount of \$1,687,459.50 to Glenbrook Excavating & Concrete, Inc. of Wauconda, Illinois and the Gatz Pond Outfall Project Contract in the amount of \$2,747,584.50 to Martam Construction, Inc. of Elgin, Illinois as the lowest responsible and responsive bidders. As the contracts are being recommended to two (2) different contractors, there are two (2) separate contracts for execution. The Village has already executed a contract with one resident engineering firm to perform construction observation for the two projects in order to maximize coordination and assist with the staging of the related projects.

Please present these two contracts to the President and Board of Trustees for their review at their regular meeting of May 4, 2017. If approved, please return two (2) original signed contracts to Public Works for further processing.



VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER SS 16-01

This agreement is made this 4th day of May 2017, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Martam Construction, 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:

The proposed work is officially known as "Gatz Pond Outfall". The Gatz Pond Outfall Project is located on S. Chase Avenue between E. North Broadway Street and E. Maple Street, and E. Maple Street between S. Chase Ave and S. Westmore/Meyers Road. The project consists of the construction of approximately 1,950 feet of new 60-inch diameter storm sewer. The project also includes installing 700 feet of various diameter storm sewers, pavement reconstruction, and pavement patching. 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 ERA Consultants, Inc.

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 SS 16-01 for Gatz Pond Outfall , consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number SS 15-01 and SS 16-01 Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - vii) Addendum #1 dated April 18, 2017
 - viii) Addendum #2 dated April 19, 2017
 - ix) Addendum #3 dated April 20, 2017
 - b. The Contractor's Bid Proposal Dated: April 21, 2017
 - 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 complete work under this contract within 150 calendar days from the date of the

Notice to Proceed substantially completed. Punch list items including Final Inspection per Section 105.13 are to be completed within 20 calendar days of substantial completion.

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 hereunto caused this Contract to be executed by their respective duly authorized representatives this 4th day of May 2017.

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 _____, 2017.

By

Position/Title

By

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 4th day of May, 2017.

Keith Giagnorio, Village President

Attest:

Sharon Kuderna, 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 4, 2017, for the construction of the work designated:

Gatz Pond Outfall

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 4th day of
May, 2017.

IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this
_____ day of _____, 2017.

VILLAGE OF LOMBARD

PRINCIPAL:

BY: _____
Village President

BY: _____

ATTEST:

Village Clerk

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)

North Broadway Interim Pump Station and Force Main Project and Gatz Pond Outfall Project 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 _____, 2017.

Notary Public