

VILLAGE OF LOMBARD
FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda
Bids and Proposals

TO: President and Village Board of Trustees

FROM: Scott Niehaus, Village Manager

DATE: March 29, 2016 (COW) (B of T) AGENDA DATE: April 7, 2016

TITLE: Village Hall / Police Generator Project FM17 04

SUBMITTED BY: Tom Ellis, Operations Superintendent *TE*

RESULTS:

Date Bids Were Published	<u>3/9/2016</u>	Bidding Closed	<u>3/24/2016</u>
Total Number of Bids Received	<u>3</u>		
Total Number of Bidders Meeting Specifications	<u>3</u>		
Bid Security Required	<u>X</u> Yes		<u> </u> No
Performance Bond Required	<u> </u> Yes	<u>X</u>	<u> </u> No
Were Any Bids Withdrawn	<u> </u> Yes	<u>X</u>	<u> </u> No
Explanation: No performance references included.			
Waiver of Bids Requested?	<u> </u> Yes	<u>X</u>	<u> </u> No
If yes, explain:			
Award Recommended to Lowest Responsible Bidder?	<u>X</u> Yes		<u> </u> No
If no, explain			

FISCAL IMPACT:

Engineer's estimate \$450,000.00 Budget amount \$300,000.00
Amount of Award \$334,824.29.00 430.710.720.75420 FM16-04

BACKGROUND/RECOMMENDATION:

Has Recommended Bidder Worked for Village Previously	<u> </u> Yes	<u> X </u> No
If yes, was quality of work acceptable	<u> </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	

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: Scott Niehaus, Acting Village Manager

Through: Carl S. Goldsmith, Director of Public Works

From: Tom Ellis, Operations Superintendent, Public Works *TE*

Date: March 30, 2016

Subject: Village Hall and Police Dept. Generator Improvement FM16-04

The Village of Lombard opened bids for the Village Hall and Police Department generator improvement project on March 24, 2016. The lowest responsible bid was received from Omega Electric Company, Inc. Elk Grove Village, IL. This contract has \$300,000.00 budgeted in the Capital Improvement Plan, however after getting the engineer's estimate, the forecast cost for the project was raised to \$450,000.00.

The Village accepted three bids for the construction of this project and the results are below;

<u>Contractor</u>	<u>Total Bid Price</u>
Omega Electrical Co. Inc. Elk Grove Village, IL	\$334,824.29
Argon Electrical Buffalo Grove, IL,	\$391,294.00
Genco Industries, Inc. Crestwood, IL	\$455,650.00

Staff recommends approving the contract with Omega Electric Company, Inc. in an amount not to exceed \$334,824.29.

Please present this item to the Board of Trustees at the April 7, 2016 meeting for their approval.

VILLAGE OF LOMBARD

CONTRACT DOCUMENT NUMBER FM-16-04
Village Hall And Police Department Generator Improvements

This agreement is made this 7 day of April, 2016, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (Omega Electric Co. Inc.) 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:

Village Hall Roof Rehabilitation \$334,824.29.00

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. FM 16 04 for Roof Refurbishment projects, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document No. 51018 - 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 3/24/2016
 - 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 \$ 334,824.29 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 Keith Giagnorio, Village President, and the Contractor have hereunto set their hands this 7 day of April, 2016.

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 30 day of March, 2016.

Individual or Partnership _____ Corporation _____

By _____ Position/Title _____

By _____ Position/Title _____

Omega Electrical Company, INC
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 7 day of April, 2016.

Keith Giagnorio
Village President

Attest:

Karen Kuderna
Village Clerk