



# Agenda Item Executive Summary

Item Name Stearns Road Pump Station Modifications Agreement between Boller Construction Co., Inc. & the Village of Bartlett Committee or Board Board

<b>BUDGET IMPACT</b>			
Amount:	\$1,035,800.00	Budgeted	\$1,100,000.00
List what fund	Water Fund		
<b>EXECUTIVE SUMMARY</b>			
<p>The Stearns Rd. Pump Station Modifications will modify the existing pump station to allow the Village to use the pump station and reservoir for daily operations and allow the existing wells to be used as emergency backup.</p> <p>Bids were opened and read on February 8, 2023 for the Stearns Road Pump Station Modifications. Five (5) bids were received and ranged from \$1,032,000 to \$1,367,875. The low bidder, Integral Construction, Inc., did not meet the requirements per the contract documents of having at least 5 similar projects successfully completed within the past 10 years. They included a letter with their bid stating that they started pursuing and bidding on water/wastewater sector projects in 2022. We checked on the list of water/wastewater projects they submitted and most have not even started construction yet. Based on them not meeting our requirements we reviewed the next lowest bid of \$1,035,800 from Boller Construction Co. Inc. Boller Construction has done many similar projects and has done work with the Village in the past with successful completion. Boller Construction is considered the lowest responsible and responsive bidder.</p> <p>We recommend award of the Stearns Road Pump Station Modifications to Boller Construction Co., Inc.</p>			
<b>ATTACHMENTS (PLEASE LIST)</b>			
Memo, Resolution, CBBEL Recommendation, Contract Agreement			

### ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move to approve Resolution 2023-\_\_\_\_\_, a Resolution Awarding Contract and Approving the Contract Agreement Between Boller Construction Co., Inc. and the Village of Bartlett for the Stearns Road Pump Station Modifications.

Staff: Dan Dinges, Director of Public Works Date: March 13, 2023

# Memo

DATE: March 13, 2023

TO: Paula Schumacher  
Village Administrator

FROM: Dan Dinges, PE  
Director of Public Works

SUBJECT: Stearns Road Pump Station modifications

The Stearns Rd. Pump Station Modifications will modify the existing pump station to allow the Village to use the pump station and reservoir for daily operations and allow the existing wells to be used as emergency backup.

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We recommend award of the Stearns Road Pump Station Modifications to Boller Construction Co., Inc.

**MOTION:** I move to approve Resolution 2023-\_\_\_\_\_, a Resolution Awarding Contract and Approving the Contract Agreement Between Boller Construction Co., Inc. and the Village of Bartlett for the Stearns Road Pump Station Modifications.

RESOLUTION 2023 – \_\_\_\_\_

**A RESOLUTION AWARDING CONTRACT AND APPROVING THE  
CONTRACT AGREEMENT BETWEEN BOLLER CONSTRUCTION CO., INC. AND  
THE VILLAGE OF BARTLETT FOR THE STEARNS ROAD PUMP STATION  
MODIFICATIONS**

**BE IT RESOLVED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

**SECTION ONE:** That the contract for the construction of the Stearns Rd. Pump Station Modifications (the "Project") is awarded to Boller Construction Co., Inc. (the "Contractor"), being the lowest responsive and responsible bidder meeting the specifications for the Project.

**SECTION TWO:** The Contract Agreement between Boller Construction Co., Inc. and the Village of Bartlett dated March 21, 2023 (the "Contract Agreement") for the construction of the Project for the sum of \$1,035,800.00 (based on the unit prices set forth in the Contract Documents), a copy of which Contract Agreement is attached hereto as Exhibit A, is hereby approved, and the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Contract Agreement on behalf of the Village of Bartlett.

**SECTION THREE: SEVERABILITY.** The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

**SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION FIVE: EFFECTIVE DATE.** This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: March 21, 2023

APPROVED: March 21, 2023

\_\_\_\_\_  
Kevin Wallace, Village President

ATTEST:

\_\_\_\_\_  
Lorna Giles, Village Clerk

### CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - \_\_\_\_\_ enacted on March 21, 2023, and approved on March 21, 2023, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

March 14, 2023

Village of Bartlett  
1150 Bittersweet Drive  
Bartlett, IL 60103

Attention: Mr. Daniel Dinges  
Director of Public Works

Subject: **Stearns Road Pump Station Modifications  
Bidding Analysis and Award Recommendation**  
(CBBEL Project No. 19-0592)

Dear Mr. Dinges:

The Village received bids for the **Stearns Road Pump Station Modifications** project on March 8, 2023, at 10:00 a.m. Five (5) bids were received from potential contractors and were opened and read aloud in the Village Hall Board Room. The attached Tabulation of Bids lists the individual prices the Bidders offered for the line items in the Bid Schedule of Prices which was prepared by CBBEL after the bid opening.

Analysis and Review of Bids Received – Comments for the Three Lowest Bidders:  
Bid Amount:

Integral Construction Inc. (submitted the apparent lowest bid amount at):	\$1,032,000.00
Boller Construction Co., Inc. (was second at):	\$1,035,800.00
Independent Mechanical Industries Inc. (was third at):	\$1,063,882.00
<i>CBBEL's Engineer's Opinion of Probable Construction Cost:</i>	<i>\$1,367,875.00</i>

The low bid was 24.6% under the EOPCC and the second low bid was 24.3% under the EOPCC.

Completion of the Bid Documents and Forms:

- Bidder's Acknowledgement of Receipt of **Addendum 1** – All bidders acknowledged receipt of the Addendum.
- Consistency between the "**Bid as Read**" and "**Sum of the Bid Line Items**" from the **Bid Schedule**" – No inconsistency was found for any of the bids.
- Bidder's **Signature** of the Bid Form or Proposal – Each bidder signed their bid.

- Bidder's indication of **Manufacturer or Supplier** to be furnished and installed – Each Bidder indicated which of the listed manufacturers or suppliers in the table in the bid form bidder will utilize for the project.
- Bidder's indication of the **Major Sub-Contractors** (see comments below).
- Bidder's inclusion of **Bid Bond/Bid Security** – All bidders provided a Bid Bond.
- Bidder's inclusion of:
  - **Certification of Site Inspection** – Each Bidder included the signed Certification.
  - **Affidavit of Non-Collusion** - Each Bidder included the signed form.
  - **Bidder Certification in Compliance with Article 33E to the “Criminal Code of 1961”** - Each Bidder included the signed Certification.

**Bidder's Experience/Qualifications:**

The Bidding Documents require the below stated experience and qualifications from Bidders:

*“To demonstrate the Bidder's experience/qualifications, the Bidder shall list herein at least five (5) similar projects equal or greater in capacity which the Bidder has successfully completed within the past ten (10) years.”*

Integral Construction Inc.:

Integral Construction listed no successfully completed similar municipal potable water pump stations projects among the 5 projects they listed for the bidder's experience/qualifications.

Integral provided a letter stating that they started bidding water/wastewater projects in 2022 and provided a list of 7 projects that they have won bids on. It appears that none of those projects have been completed as of the date of this review, and it appears that all 7 projects were sanitary/lift station/wastewater projects with no potable water pump stations included.

Boller Construction Co., Inc.:

Boller has performed work for Bartlett previously and listed multiple municipal potable water pump station rehabilitations/improvements attesting to their experience and qualifications. Additionally, Boller has successfully completed many municipal projects engineered by CBBEL.

Independent Mechanical Industries Inc.:

IMI constructed the Lake Street Pump Station Improvement project for the Village as part of the conversion to Lake Michigan water in 2019. IMI provided a list of 20 projects demonstrating their experience and qualifications to perform the work.

In CBBEL's opinion, Integral Construction Inc.'s bid is **non-responsive** due to their lack of completed municipal potable water pump station experience. Integral listed no similar projects equal or greater in capacity which the Bidder has successfully completed within the past ten (10) years.

Award of the Contract:

From the above analysis of bids, it is CBBEL's opinion that Boller Construction Co., Inc. submitted the low responsive and responsible bid for the **Stearns Road Pump Station Modifications** project in the amount of **One Million Thirty-five Thousand Eight Hundred and 00/100 Dollars (\$1,035,800.00)**.

It is CBBEL's opinion that Award of the **Stearns Road Pump Station Modifications** project to:

**Boller Construction Co., Inc.**  
3045 Washington Street  
Waukegan, IL 60085

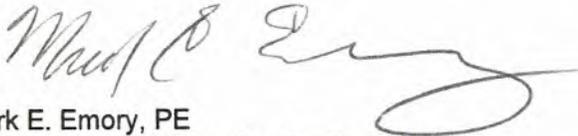
in the amount of:

**One Million Thirty-Five Thousand Eight Hundred and 00/100 Dollars (\$1,035,800.00)**

is in the best interest of the Village.

Do not hesitate to contact us if you require further information or have any questions regarding our recommendation for award.

Sincerely,



Mark E. Emory, PE  
Group Lead, Pumping Applications

MEE/pjb

Encl: Tabulation of Bids  
Contract Agreements (unexecuted)

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VILLAGE OF BARTLETT  
 STEARNS ROAD PUMP STATION MODIFICATIONS  
 Bid Opening Date: 3/09/2023 CBREL # 19-4892

Spec. No.	Description	Unit	Quantity	Estimate of Cost Unit Price	Total Price	Boiler Construction Company, Inc.	Independent Mechanical Industries, Inc.	Gastill & Walton Company, Inc.	Joseph J. Henderson & Son, Inc.
01 10 0001	Mobilization, Demobilization & Contract Administration	LS	1	\$ 38,000.00	\$ 38,000.00	\$ 50,000.00	\$ 117,400.00	\$ 99,000.00	\$ 54,000.00
01 10 0002	Incidental Work - Excavatory Dig, Concrete Pads, Closures, & Cover Openings, Compartment for Closures, & Cover Openings	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 41,700.00	\$ 79,000.00	\$ 35,000.00	\$ 148,000.00
01 55 0001	Demolition	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 51,300.00	\$ 95,000.00	\$ 60,000.00	\$ 33,000.00
09 00 0001	Painting	LS	1	\$ 17,000.00	\$ 17,000.00	\$ 16,700.00	\$ 18,700.00	\$ 15,000.00	\$ 47,000.00
11 14 0001	Sodium Hypochlorite System	LS	1	\$ 48,000.00	\$ 48,000.00	\$ 62,500.00	\$ 47,000.00	\$ 53,000.00	\$ 41,000.00
22 41 0001	Plumbing	LS	1	\$ 48,000.00	\$ 48,000.00	\$ 18,700.00	\$ 81,325.00	\$ 10,000.00	\$ 16,000.00
23 71 0001	HVAC	LS	1	\$ 65,000.00	\$ 65,000.00	\$ 67,200.00	\$ 65,850.00	\$ 78,000.00	\$ 44,000.00
26 00 2001	Wall 4 Sluice 300 Hp	LS	1	\$ 38,500.00	\$ 38,500.00	\$ 32,200.00	\$ 29,000.00	\$ 34,000.00	\$ 22,000.00
26 00 2002	Wall 6 Sluice 40 Hp	LS	1	\$ 7,500.00	\$ 7,500.00	\$ 4,000.00	\$ 3,900.00	\$ 6,000.00	\$ 14,000.00
26 00 2003	Transformer TR-1	LS	1	\$ 5,400.00	\$ 5,400.00	\$ 5,700.00	\$ 5,500.00	\$ 6,500.00	\$ 10,000.00
26 00 2004	Safety Switches	LS	1	\$ 14,000.00	\$ 14,000.00	\$ 7,300.00	\$ 6,500.00	\$ 8,500.00	\$ 34,000.00
26 05 1001	Low Voltage Conductors and Cables, (includes Control Conductors and Cables)	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 34,400.00	\$ 31,800.00	\$ 30,000.00	\$ 73,000.00
26 05 2001	Grounding for Electrical Service	LS	1	\$ 37,000.00	\$ 37,000.00	\$ 2,400.00	\$ 7,450.00	\$ 3,500.00	\$ 8,000.00
26 05 3301	Roadways and Boxes	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 74,300.00	\$ 66,000.00	\$ 74,000.00	\$ 98,000.00
26 09 0001	Controls, Instrumentation and SCADA	LS	1	\$ 62,000.00	\$ 62,000.00	\$ 49,300.00	\$ 59,400.00	\$ 72,000.00	\$ 71,000.00
26 09 0002	VFDs	LS	1	\$ 58,000.00	\$ 58,000.00	\$ 59,800.00	\$ 53,600.00	\$ 68,000.00	\$ 64,000.00
26 24 1601	MCP-1 & LP-1	LS	1	\$ 27,000.00	\$ 27,000.00	\$ 27,800.00	\$ 25,000.00	\$ 29,000.00	\$ 54,000.00
26 24 1602	Power Monitor and Surge Protector	LS	1	\$ 13,000.00	\$ 13,000.00	\$ 4,100.00	\$ 3,700.00	\$ 5,000.00	\$ 12,000.00
26 48 0001	Air Flush Study	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 27,300.00	\$ 24,450.00	\$ 30,000.00	\$ 16,000.00
26 60 2001	Electrical Service/Coordination	LS	1	\$ 38,475.00	\$ 38,475.00	\$ 99,500.00	\$ 89,200.00	\$ 100,000.00	\$ 62,000.00
33 42 0001	Pump 1 & Pump 2	LS	1	\$ 145,000.00	\$ 145,000.00	\$ 128,300.00	\$ 105,000.00	\$ 188,000.00	\$ 124,000.00
33 42 0001	Piping & Piping Accessories	LS	1	\$ 255,000.00	\$ 255,000.00	\$ 94,800.00	\$ 51,957.00	\$ 88,000.00	\$ 173,000.00
33 42 0002	Valves	LS	1	\$ 66,000.00	\$ 66,000.00	\$ 61,400.00	\$ 37,150.00	\$ 90,000.00	\$ 96,000.00
				Total	\$ 1,397,875.00	\$ 1,035,800.00	\$ 1,061,892.00	\$ 1,188,500.00	\$ 1,312,000.00
					<b>TOTALS AS BIDD</b>	\$ 1,035,800.00	\$ 1,061,892.00	\$ 1,188,500.00	\$ 1,312,000.00

SECTION 00 52 43

CONTRACT AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the **Village of Bartlett** hereinafter called "Owner", and **Boller Construction Co.**, hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Owner has heretofore, solicited Bids for all the Work and improvements and for the doing of all things included within the hereinafter specified and related to the **Stearns Road Pump Station Modifications**.

WHEREAS, Owner did on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, find that Contractor was the lowest responsible bidder for hereinafter specified Work and did award Contractor a contract for said Work.

NOW, THEREFORE, for and in consideration of their mutual promises, covenants, undertaking and agreements, the parties hereto do hereby agree as follows:

ARTICLE I – WORK TO BE DONE BY CONTRACTOR

Contractor agrees, at his/her own cost and expense, to do all the Work and to furnish all the labor, materials, equipment and other property necessary to perform and complete all the Work and improvements required for and related to the **Stearns Road Pump Station Modifications** all in full accordance with and in compliance with and as required by the hereinafter specified Contract Documents, including any and all Addenda for said Work, and to do, at his/her own cost and expense, all other things required of the Contractor by said Contract Documents for said Work.

All Work shall be performed in accordance with applicable laws and government agency regulations and rules; Authorities having jurisdiction; OSHA regulations and rules; and any applicable rules and regulations of the **State of Illinois** or **DuPage County** agencies. Furthermore, and as related to the Work, the Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of all public authorities bearing on the safety of persons or property or their protection from damage, injury or loss.

ARTICLE II – CONTRACT DOCUMENTS

The Contract Documents herein named include all of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Instructions to Bidders

2. Bidding Requirements
3. Bid Form
4. This Contract Agreement
5. General Conditions of the Contract
6. Supplementary Conditions
7. Contract Specifications
8. Contract Drawings
9. All Bonds, Insurance Certificates and Insurance Policies mentioned or referred to in the foregoing Documents.
10. Any and all other Documents or Papers included or referred to in the foregoing Documents.
11. Any and all Addenda to the foregoing.

### ARTICLE III – CONTRACT PRICE

The Contractor agrees to receive and accept the following total lump sum bid price (and as may be adjusted for unit price work actually performed) as full compensation for furnishing all materials and equipment and for doing all the Work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by the Owner, and for all risks of every description connected with the Work; also for well and faithfully completing the Work, and the whole thereof, in the manner and according to and in compliance with the Contract Documents and the requirements of the Engineer under them; also for any and all other things required by the Contract Documents, to wit:

Owner agrees to pay Contractor for performance of Work in accordance with the Contract Documents in current funds as follows:

Total Contract Price of One Million Thirty-Five Thousand Eight Hundred Dollars  
(\$ 1,035,800.00 ). (in writing)  
(in figures)

### ARTICLE IV – CONTRACT TIME

The Work of this Contract shall include all Work in accordance with the Contract Documents prescribed and specified and as related to the **Stearns Road Pump Station Modifications**. The Work of this Contract shall to be completed within **620 consecutive calendar days** from the date which the Notice to Proceed is issued. The Contractor agrees to commence Work under this Contract within **ten calendar days** after the receipt from the Owner of a fully executed Agreement and Notice to Proceed and to fully complete all Work included in this Contract to the point of final acceptance by the Owner within the previously specified time period.

#### ARTICLE V – LIQUIDATED DAMAGES

OWNER and CONTRACTOR recognize that time is of the essence in this Agreement and that OWNER will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed by the Owner in writing. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER, and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **\$500.00 for each calendar day** that expires after the specified completion time for the installation of the temporary variable that expires after the specified completion time for the Work until the Work is completed and Final Acceptance is made by the Owner. In addition, the Contractor agrees that additional liquidated damages shall be paid to the Owner as applicable and in accordance with Section 01 31 10 of the Specifications and/or other provisions of the Contract Documents.

#### ARTICLE VI – PAYMENTS TO CONTRACTOR

General: Owner agrees with said Contractor to employ and does hereby employ, the said Contractor to provide the materials and do all the Work and do all other things hereinabove mentioned according to the terms and conditions hereinabove contained or referred to for the Total Contract Price aforesaid and hereby contracts to pay the same at the time, in the manner and upon the condition set forth or referred to hereinafter; and the said parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

Waiver of Lien. The Contractor shall submit Partial Waivers of Lien acceptable to the OWNER prior to receiving his/her monthly payment and a Final Waiver of Lien before receiving his/her final payment. Three (3) originally signed copies of each of these Waivers shall be delivered to the ENGINEER together with the Contractor's application for payment. A Partial and Final Waiver of Lien shall also be required from each subcontractor and material supplier before a partial or final payment is made.

Application for Payment: CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

Progress Payments: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the fifteenth day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Paragraph 14.1 of the General Conditions. Waivers of Lien shall be provided with each pay request.

Retention of Payment: Retention for payment shall be as follows: For the first 50 percent of completed Work, there shall be deducted 10 percent to be retained until after the completion of the entire Work to the satisfaction of the Owner. After 50 percent or more of the Work is completed, the Owner may, at his/her discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made and provided that the amount retained is not less than 5 percent of the total adjusted Contract Price.

Final Payment: Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Paragraph 15.06.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed the day and year first above written.

**BOLLER CONSTRUCTION CO.**

Contractor

By \_\_\_\_\_

(SEAL)

Title \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
TITLE: \_\_\_\_\_

**VILLAGE OF BARTLETT**

Owner

By \_\_\_\_\_

(SEAL)

Title \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
TITLE: \_\_\_\_\_

IMPORTANT

NOTE: If the Contractor is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above, together with the signatures of all partners; and if the contractor is an individual, his/her signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

END OF SECTION