



Agenda Item Executive Summary

Item Name Lake St. Pump Station Upgrades Agreement
 between Independent Mechanical Industries, Inc. Committee
 and the Village of Bartlett or Board Board

BUDGET IMPACT

Amount:	\$685,500.00	Budgeted	\$800,000.00
List what fund	Water Fund		

EXECUTIVE SUMMARY

Bids were opened and read on February 21, 2019 for the Lake St. Pump Station Upgrades Project. Four (4) bids were received and ranged from \$685,500 to \$756,000. The low bidder, Independent Mechanical Industries, Inc., met all requirements per the contract documents therefore they are the lowest responsible and responsive bidder. Christopher B. Burke Engineering, Ltd. has worked with the contractor on similar projects and found their work acceptable.

We recommend award of the Lake St. Pump Station Upgrades Project to Independent Mechanical Industries, Inc.

ATTACHMENTS (PLEASE LIST)

Memo w/ bid tabulation, Resolution, Contract Agreement

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

MOTION: I move to approve Resolution 2019-_____, a Resolution Approving the Agreement Between Independent Mechanical Industries, Inc. and the Village of Bartlett for the Lake St. Pump Station Upgrades Project.

Staff: Dan Dinges, Director of Public Works

Date: 02/22/19



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

February 22, 2019

Village of Bartlett
1150 Bittersweet Drive
Bartlett IL 60103

Attention: Mr. Daniel Dinges
Director of Public Works

Subject: **Lake Street Pump Station Upgrades**

Bidding Analysis and Award Recommendation
(CBBEL Project No. 16-0087)

Dear Mr. Dinges:

The Village received bids for the **Lake Street Pump Station Upgrades** project on February 21, 2019 at 2:00 p.m. Four (4) bids were received, opened, and read aloud as summarized on the attached Tabulation of Bids.

Review of Bids Received:

CBBEL reviewed the bids for:

- Bidder's Acknowledgement of Receipt of **Addenda 1 & 2** – All bidders acknowledged receipt of the Addenda
- Consistency between the "**Bid as Read**" and the summation of the bidding line items in the bidder's proposals – 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 the bidder will utilize for the project
- Bidder's inclusion of **Bid Bond/Bid Security** – All bidders provided a Bid Bond

Review of the Low Bid:

Independent Mechanical Industries, Inc., 4155 N. Knox Avenue, Chicago, IL 60641 submitted the low bid in the amount of Six Hundred Eighty-Five Thousand Five Hundred Dollars (\$685,500.00). Independent Mechanical Industries, Inc. has performed work another recent CBBEL project for the O'Hare Modernization Program. From this direct experience, it is our opinion that Independent Mechanical Industries, Inc. is qualified to perform the work required for the subject.

Bid Amount and Engineer's Opinion of Probable Construction Cost:

The Engineer's Opinion of Probable Construction Cost (EOPCC) for the **Lake Street Pump Station Upgrades** project was \$784,500.00. Independent Mechanical Industries, Inc.'s bid of \$685,500.00 is 12.6% below the EOPCC. The Village's project planning budget for this project was \$800,000.

Recommendation for Award:

From the above analysis of bids, it is CBBEL's opinion that Independent Mechanical Industries, Inc. submitted the low responsive and responsible bid for the **Lake Street Pump Station Upgrades** project in the amount of **Six Hundred Eighty-Five Thousand Five Hundred Dollars (\$685,500.00)**. CBBEL therefore recommends that the Village Award the **Lake Street Pump Station Upgrades** project to:

Independent Mechanical Industries, Inc.
4155 N. Knox Avenue
Chicago, IL 60641

in the amount of:

Six Hundred Eighty-Five Thousand Five Hundred Dollars (\$685,500.00).

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
Head, Pumping Applications Section

MEE/pjb

VILLAGE OF BARTLETT
 LAKE STREET PUMP STATION UPGRADES
 Bid Opening Date: 2/21/2019 CBBEL # 16-0087

Boller Construction Company, Inc.

JJ Henderson Construction, Inc.

Mechanical Inc.

Independent Mechanical Industries, Inc.

Engineer's Estimate of Cost

Spec. No.	Description	Unit	Quantity	Unit Price	Total Price
01 10 00/01	Mobilization, Demob. & Contract Administration	LS	1	\$ 25,000.00	\$ 25,000.00
01 50 00/01	Temporary VFD Pump Operation by May 15, 2019	LS	1	\$ 15,000.00	\$ 15,000.00
01 55 00/01	Demolition	LS	1	\$ 30,000.00	\$ 30,000.00
09 90 00/01	Painting	LS	1	\$ 30,000.00	\$ 30,000.00
10 20 00/01	Louwer Rehabilitation	LS	1	\$ 7,000.00	\$ 7,000.00
11 14 00/01	Sodium Hypochlorite System	LS	1	\$ 35,000.00	\$ 35,000.00
22 41 00/01	Plumbing	LS	1	\$ 15,000.00	\$ 15,000.00
23 73 00/01	HVAC - AC 1	LS	1	\$ 33,000.00	\$ 33,000.00
26 00 20/01	Electrical Work	LS	1	\$ 100,000.00	\$ 100,000.00
26 09 00/01	Controls, Instrumentation, VFD's and SCADA	LS	1	\$ 68,000.00	\$ 68,000.00
26 24 19/01	Motor Control Center (MCC)	LS	1	\$ 140,000.00	\$ 140,000.00
26 32 13/01	Emergency Generator	LS	1	\$ 45,000.00	\$ 45,000.00
26 49 00/01	Arc Flash Study	LS	1	\$ 12,000.00	\$ 12,000.00
26 51 00/01	Interior Lighting Replacement (Budget Allowing)	LS	1	\$ 4,500.00	\$ 4,500.00
33 42 00/01	Pumps 1 - 3	Each	3	\$ 27,000.00	\$ 81,000.00
33 45 00/01	Piping	LS	1	\$ 120,000.00	\$ 120,000.00
34 45 00/02	Valves	LS	1	\$ 24,000.00	\$ 24,000.00
Total				\$ 784,500.00	\$ 784,500.00

Unit Price	Total Price
\$ 22,000.00	\$ 22,000.00
\$ 29,000.00	\$ 29,000.00
\$ 10,000.00	\$ 10,000.00
\$ 6,000.00	\$ 6,000.00
\$ 14,000.00	\$ 14,000.00
\$ 45,000.00	\$ 45,000.00
\$ 6,000.00	\$ 6,000.00
\$ 5,000.00	\$ 5,000.00
\$ 111,000.00	\$ 111,000.00
\$ 112,000.00	\$ 112,000.00
\$ 112,000.00	\$ 112,000.00
\$ 47,000.00	\$ 47,000.00
\$ 14,000.00	\$ 14,000.00
\$ 19,000.00	\$ 19,000.00
\$ 31,333.33	\$ 94,000.00
\$ 29,000.00	\$ 29,000.00
\$ 43,000.00	\$ 43,000.00
Total \$ 718,000.00	

Unit Price	Total Price
\$ 11,500.00	\$ 11,500.00
\$ 14,100.00	\$ 14,100.00
\$ 14,700.00	\$ 14,700.00
\$ 13,000.00	\$ 13,000.00
\$ 4,600.00	\$ 4,600.00
\$ 33,500.00	\$ 33,500.00
\$ 21,100.00	\$ 21,100.00
\$ 12,300.00	\$ 12,300.00
\$ 123,800.00	\$ 123,800.00
\$ 101,500.00	\$ 101,500.00
\$ 101,800.00	\$ 101,800.00
\$ 52,200.00	\$ 52,200.00
\$ 10,500.00	\$ 10,500.00
\$ 9,000.00	\$ 9,000.00
\$ 30,066.67	\$ 90,200.00
\$ 31,000.00	\$ 31,000.00
\$ 40,700.00	\$ 40,700.00
Total \$ 685,500.00	

Unit Price	Total Price
\$ 85,000.00	\$ 85,000.00
\$ 15,000.00	\$ 15,000.00
\$ 15,000.00	\$ 15,000.00
\$ 6,000.00	\$ 6,000.00
\$ 10,000.00	\$ 10,000.00
\$ 32,000.00	\$ 32,000.00
\$ 33,000.00	\$ 33,000.00
\$ 10,000.00	\$ 10,000.00
\$ 110,000.00	\$ 110,000.00
\$ 94,000.00	\$ 94,000.00
\$ 92,000.00	\$ 92,000.00
\$ 42,000.00	\$ 42,000.00
\$ 8,000.00	\$ 8,000.00
\$ 9,000.00	\$ 9,000.00
\$ 26,000.00	\$ 78,000.00
\$ 70,000.00	\$ 70,000.00
\$ 42,000.00	\$ 42,000.00
Total \$ 751,000.00	

Unit Price	Total Price
\$ 36,000.00	\$ 36,000.00
\$ 25,000.00	\$ 25,000.00
\$ 32,000.00	\$ 32,000.00
\$ 6,000.00	\$ 6,000.00
\$ 12,000.00	\$ 12,000.00
\$ 32,000.00	\$ 32,000.00
\$ 12,000.00	\$ 12,000.00
\$ 12,000.00	\$ 12,000.00
\$ 100,000.00	\$ 100,000.00
\$ 100,000.00	\$ 100,000.00
\$ 100,000.00	\$ 100,000.00
\$ 55,000.00	\$ 55,000.00
\$ 13,000.00	\$ 13,000.00
\$ 18,000.00	\$ 18,000.00
\$ 29,000.00	\$ 87,000.00
\$ 78,000.00	\$ 78,000.00
\$ 38,000.00	\$ 38,000.00
Total \$ 756,000.00	

\$ 756,000.00

\$ 751,000.00

\$ 718,000.00

\$ 685,500.00

\$ 784,500.00

\$ 784,500.00

TOTALS AS READ

\$ 756,000.00

RESOLUTION 2019 – _____

**A RESOLUTION AWARDING CONTRACT AND APPROVING THE
CONTRACT AGREEMENT BETWEEN INDEPENDENT MECHANICAL INDUSTRIES,
INC. AND THE VILLAGE OF BARTLETT FOR THE LAKE ST. PUMP STATION
UPGRADES PROJECT**

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 Lake St. Pump Station Upgrades (the "Project") is awarded to Independent Mechanical Industries, Inc. (the "Contractor"), being the lowest responsive and responsible bidder meeting the specifications for the Project.

SECTION TWO: The Contract Agreement between Independent Mechanical Industries, Inc. and the Village of Bartlett dated March 5, 2019 (the "Contract Agreement") for the construction of the Project for the sum of \$685,500 (based on the bids for each unit item as set forth in the Contract Documents), a copy of which Contract Agreement is attached hereto, 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 5, 2019

APPROVED: March 5, 2019

Kevin Wallace, Village President

ATTEST:

Lorna Giless, 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 2019 - _____ enacted on March 5, 2019, and approved on March 5, 2019, as the same appears from the official records of the Village of Bartlett.

Lorna Giless, Village Clerk

SECTION 00 52 43

CONTRACT AGREEMENT

THIS AGREEMENT, made this 5th day of March, 2019 by and between the **Village of Bartlett** hereinafter called "Owner", and **Independent Mechanical Solutions, Inc.**, 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 **Lake Street Pump Station Upgrades**.

WHEREAS, Owner did on the 5th day of March, 2019, 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 **Lake Street Pump Station Upgrades** 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 **Cook 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 Six Hundred Eighty-Five Thousand Five Hundred Dollars
(\$685,500.00). (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 **Lake Street Pump Station Upgrades**. The Work of this Contract shall install, test and make operational the temporary variable frequency drive by May 15, 2019 with the remainder of the Work to be completed within **195 250^{Add.1} 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 **\$1,000.00 for each calendar day** that expires after the specified completion time for the installation of the temporary variable frequency drive and \$500 for each calendar day that expires after the specified completion time for the remainder of 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.

INC. **INDEPENDENT MECHANICAL INDUSTRIES,**
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