



*At the Heart of Community*

PUBLIC WORKS DEPARTMENT

505 Telser Road  
Lake Zurich, Illinois 60047

(847) 540-1696  
Fax (847) 726-2182  
LakeZurich.org

AGENDA ITEM

6 D

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**MEMORANDUM**

**Date:** July 26, 2019  
**To:** Ray Keller, Village Manager *RK*  
**From:** Michael J. Brown, Public Works Director  
**Subject:** **Bid Award – Thorndale Lift Station Relocation**

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**Issue:** The FY 2019 budget includes \$400,000 in the Water and Sewer Fund for the Thorndale Lift Station Replacement. Additional funding of \$250,000 for this project is available from the postponement of the Route 12 water main improvements, due to utility conflicts, and permit coordination.

**Background:** The Thorndale lift station has been in operation since the 1980s and has reached the end of its service life. In addition to age and the associated difficulty finding repair parts, the structure is considered a confined space, which requires special safety measures for entry. Furthermore, access to the existing lift station to perform maintenance is limited because it is located only a few feet north of the existing sidewalk.

The project was originally budgeted to salvage the existing pre-cast concrete wet-well and construct the new lift station at the same location, but during the engineering design it was determined the wet-well is undersized to reliably handle current and future flow capacity.

The proposed project will address the above concerns by decommissioning the old lift station and constructing a new lift station immediately northwest on the Village-owned parcel of Chestnut Corners Park. The new lift station will be constructed following the Village's current standard of recently completed stations to ensure compatibility. Also, the proposed improvements will include a dedicated access driveway for Public Works to park/stage equipment for maintenance and repairs versus working from the street in today's current application. The project will include the construction of approximately 65 feet of 12-inch sanitary sewer, relocation of approximately 80 feet of existing 24-inch storm sewer, and the restoration of all of the disturbed areas.

**2014-2019 Strategic Plan:** This agenda item is consistent with the following Goals and Objectives of the Strategic Plan.

- **Goal #3 – Infrastructure:** Develop a formalized, long range sanitary sewer system improvement plan.

**Analysis:** The bid opening on July 24, 2019 yielded five (5) bids. The bid results are shown on the below. The lowest responsible bid for the project was received from Berger Excavating Contractors, Inc. of Wauconda, Illinois.

Public Works has worked with Berger Excavating Contractors, Inc. on several projects, including the recently completed Buffalo Creek Lift Station Replacement project, and finds the company to be a competent and reputable contractor.

This project has been planned for in the Village’s 20-year Community Investment plan.

<b>Company Name</b>	<b>“Base Bid” Amount</b>
Berger Excavating Contractors, Inc.	\$555,035.00
Cecchin Plumbing	\$585,732.00
Gaskill & Walton Construction Co.	\$698,045.00
Martam Construction, Inc.	\$709,582.00
Bolder Contractors	\$768,510.00

A summary of the proposed budget for this project is provided below:

<b>Thorndale Lift Station Relocation</b>	
<b>Engineering</b>	\$60,000
<b>Construction</b>	\$555,035
<b>Contingency (5%)</b>	\$27,751
<b>Total Estimated Cost</b>	\$642,786

**Recommendation:** Award the contract with Berger Excavating Contractors, Inc. of Wauconda, Illinois with a 5% contingency in the amount not to exceed \$582,786.00 and a total project expenditure with contingency and engineering not to exceed cost of \$642,786.

**W/Attachments:**

1. Project Location Map
2. Submitted Bid Proposal – Berger Excavating Contractors, Inc.







# CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR



*At the Heart of Community*

## THORNDALE LIFT STATION RELOCATION LAKE ZURICH, ILLINOIS

Prepared By:



**Manhard**

Manhard Consulting  
One Overlook Point, Suite 290  
Lincolnshire, Illinois 60069  
(847) 634 - 5550

Dated: June 17, 2019



EXPIRES 11-30-19  
*Chris R. Gheysen*  
6/17/19

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## **NOTICE TO BIDDERS**

### **Thorndale Lift Station Relocation Village of Lake Zurich**

**TIME AND PLACE FOR OPENING BIDS:** Sealed proposals for the improvements described below will be received at the offices of:

Village of Lake Zurich  
Village Hall  
70 East Main Street  
Lake Zurich, Illinois 60047

until 10:00 AM, Wednesday, July 3, 2019. All bids will be publicly opened and read aloud at that time and may be acted upon at said time and place or at such later time and place as may then be fixed; but in no case more than sixty (60) calendar days from date of bid opening.

**AVAILABILITY OF BIDDING DOCUMENTS:** Bidding Documents may be obtained beginning at 10:00 AM Monday, June 17, 2019 as follows:

Download digital Bidding Documents from [www.questcdn.com](http://www.questcdn.com) for \$30 by inputting Quest project number **6405528** on the website's Project Search page. Please contact QuestCDN.com at (952) 233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance with free membership registration, downloading, and working with this digital project information.

Paper copies of Bidding Documents may be reviewed at Manhard Consulting, One Overlook Point, Suite 290, Lincolnshire, Illinois 60069, and obtained upon the receipt of a \$60.00 non-refundable charge.

**PREQUALIFICATION OF BIDDERS:** Bidders and/or subcontractors shall submit with their bid a resume of similar projects performed, enumerated as to location, type of work, approximate completion date, and project engineering firm together with a list of equipment owned by or available to them for efficient pursuance of the project included as part of their proposal packet.

**REJECTION OF BIDS:** The Owner reserves the right to reject any or all bids of bidders and to waive all technicalities. Proposals may be rejected if bidders do not supply complete proposals including contractor qualification requirements as denoted in under SUBMISSION OF BIDS.

**UNBALANCED BIDS:** Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is based on the prices significantly less than the cost for the actual work anticipated and/or prices which are significantly inflated for anticipated work to be performed. The OWNER will review all unit prices submitted by the apparently lowest responsible bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Engineer. In the event any unit prices are determined to be unbalanced and contrary to the interest of the OWNER, the right is reserved to reject such bid at the discretion of the OWNER.

**LOCATION OF THE WORK:** The project work is located in the Village of Lake Zurich, IL within a residential area and adjacent to park space roughly located along Thorndale Lane, approximately 300' north of Pheasant Ridge Drive.

**DESCRIPTION OF WORK:** The project work consists of the construction of a new sanitary lift station to relocate and replace an existing lift station. Work includes the procurement and installation of the lift station mechanical equipment, electrical system and controls in place with a new wet well, valve vault, and meter vault. Work also includes the bypass pumping of affluent during construction as necessary to maintain flows, demolition of the existing lift station, construction of a new forcemain extension, relocation of an existing storm pipe, HMA access drive, and other ancillary and restoration items.

**BID SECURITY:** A 5% Bidder's Bond, Cashier's Check, Certified Check, or Bank Draft will be accepted as bid security and must accompany the bid. All proposals submitted shall be valid for a period of no less than

sixty (60) calendar days after the opening of the bids.

**OWNER:** Village of Lake Zurich

**CONSTRUCTION SCHEDULE:** It is anticipated that work will be completed within one hundred twenty (120) calendar days of the issuance of a Notice to Proceed. The Village of Lake Zurich anticipates that the Notice to Proceed will be issued between July 15, 2019 and August 15, 2019.

**METHOD OF PAYMENT:** The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided. Payment will be made by cash or check upon the satisfactory completion and acceptance of the work.

**CONTRACT BOND:** The successful bidder will be required to furnish a Contract Bond, in form satisfactory to the OWNER, in the full amount of the Bid.

**PROJECT INQUIRIES:** Project related questions shall be received until 5:00 PM on Friday, June 28, 2019. If necessary, a final addendum will be issued by 12:00 PM on Monday, July 1, 2019.

**PRE-BID CONFERENCE:** A Pre-Bid Conference will be held at 1:00 PM on Wednesday, June 26, 2019 at the Lake Zurich Public Works Facility – 505 Telser Road, Lake Zurich, IL 60047. **ATTENDANCE IS REQUIRED FOR BIDDERS; PROPOSALS RECEIVED BY BIDDERS NOT HAVING A REPRESENTATIVE AT THE PRE-BID CONFERENCE WILL BE CONSIDERED INCOMPLETE AND WILL BE REJECTED.**

**OWNER'S RIGHTS RESERVED:** The owner reserves the right to reject any or all of the Proposals received or any portion thereof or to accept any proposal or portion thereof and to waive any informality or technicality in any Proposal in the interest of the OWNER.

Village of Lake Zurich, Illinois

By:

**Michael Brown, Public Works Director**

## INSTRUCTIONS TO BIDDERS

### BIDDER'S REPRESENTATIONS

- a. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
1	6/8/19
2	7/13/19

- b. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work. Bidder has verified quantities in the field based on the information provided in the Bidding Documents.
- c. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the work.
- d. Submission of bid constitutes representation by Bidder that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.

### BID PRICE

- a. Type of bid: Unit Prices.
- b. The Contractor shall provide pricing on the schedule of prices included in this Request for Bids ("RFB") per the specifications identified herein. The Contractor shall offer pricing for all of the items included on the schedule of prices.

### SUBMISSION OF BIDS

- a. The following forms are required to be submitted to be acknowledged as a bid:
- i. Instructions to Bidders
  - ii. Schedule of Prices
  - iii. Form of Proposal
  - iv. Bid Bond
  - v. Certificate of Compliance
  - vi. Non-Collusion Statement
  - vii. Project Resume
- b. Submit an original and a duplicate copy of all pages noted above in a sealed envelope. The duplicate copy of all prepared pages shall be marked "COPY".
- c. Sealed envelope shall be marked with bidder's return address, and shall be addressed as follows:  
TO: Village of Lake Zurich  
Village Hall  
70 East Main Street  
Lake Zurich, Illinois 60047

PROPOSAL FOR: THORNDALE LIFT STATION RELOCATION

- d. Legally authorized representative of bidder shall initial Bid Proposal on bid sheet and sign Bid Proposal on last page.
- e. Business entity: Indicate on Proposal whether bidder is an individual, partnership, corporation or



other business entity.

- f. Bidder should retain a Duplicate Copy of submitted bid.

#### **BID SECURITY**

- a. Submit, with bid, a bid security in form of bidder's bond, cashier's check, or certified check in amount of not less than 5% of bid.
- b. Attach to the submitted Bid Proposal.
- c. Make check payable to the Village of Lake Zurich; check or bidder's bond will be forfeited and becomes property of Owner if bidder fails or refuses to enter into a contract and furnish surety bond within ten (10) calendar days after notice of award of contract.
- d. Checks of all bidders, except the three lowest bidders, will be returned within ten (10) days after award of contract.
- e. Check or bidder's bond of three lowest bidders will be returned within three (3) calendar days after execution of a contract and furnishing of acceptable surety bond by successful bidder.

#### **WITHDRAWAL OF BIDS**

Bids may be withdrawn any time prior to scheduled closing time for receipt of bids; no bid may be withdrawn for a period of sixty (60) calendar days thereafter.

#### **EVALUATION OF BIDS**

- a. Owner may consider such factors as bid price, time of completion of work, experience and responsibility of bidder, and similar factors in determining which bid it deems to be in its best interests.
- b. Owner may reject any or all bids of bidders, waive informalities or technicalities in any bid, and accept bid which it deems to be in the best interests of the Owner.
- c. Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is based on the prices significantly less than the cost for the actual work anticipated and/or prices which are significantly inflated for anticipated work to be performed. The OWNER will review all unit prices submitted by the apparently lowest responsible bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Engineer. In the event any unit prices are determined to be unbalanced and contrary to the interest of the OWNER, the right is reserved to reject such bid at the discretion of the OWNER.

#### **TAXES**

The Village is exempt by law from paying the following taxes: Federal Excise Tax, Illinois Retailer's Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax on materials and services purchased by the Village. A copy of the Village's tax-exempt letter will be provided by the Public Works Department if requested by the Contractor. The Contractor shall be permitted the use of the Village's tax-exemption for only this project for which the Contractor has entered into a construction contract with the Village. Any other use of the Village's tax exemption, except for this project, is strictly prohibited.

Improvements will be dedicated to the Village of Lake Zurich upon completion.

#### **EXECUTION OF CONTRACT**

- a. Successful bidder shall, within ten (10) calendar days of notice of award of contract, enter into a written contract with Owner, on forms included with Specifications, for performance of work awarded to him.

- b. Contract, when executed, shall be deemed to include entire agreement between parties; Contractor shall not claim any modification resulting from representation of promise made by representatives of Owner or other persons.

#### **COMMENCEMENT OF WORK**

Work will not be started until contract has been executed and all applicable State and local permits, and/or bonds, and certificates of insurance have been received.

#### **PAVEMENT CORING AND SOIL BORING REPORT**

Pavement coring has not been performed by the Owner/Engineer in the vicinity of the proposed construction site.

A soil boring has been obtained by the Owner/Engineer in the vicinity of the proposed construction site. A copy of the prepared soil report will be made available to view by planholders at the Pre-bid meeting on June 26, 2019.

The Owner and Engineer do not assume responsibility for the possibility that during construction the soil and groundwater condition may be different than indicated. Contractors may make their own borings, explorations and observations to determine soil and groundwater conditions at their own expense.

#### **BIDDERS QUALIFICATIONS**

The Owner at any time may request to receive the following:

- a. Personnel and facilities: If requested, satisfy the Owner as to integrity, equipment, personnel and financial ability to perform work.
- b. Business entity: Indicate on Proposal whether Bidder is an individual, partnership, corporation or other business entity.
- c. Experience: Submit list of projects of a similar nature completed by Bidder, identified as to project owner, location, approximate date of construction and cost performed by Bidder.

#### **LIST OF SUBCONTRACTORS**

Successful Bidders shall submit list of subcontractors and major material suppliers at time of approval of bid for Owner's review and approval.

#### **COUNTER-PART DOCUMENTS**

The number of counter-parts of contract and bond required to be executed is as follows:

- Three (3) original counter-parts of the Contract Documents will be required to be executed.

#### **INTERPRETATIONS**

All questions about the meaning or intent of the Contract Documents shall be submitted to the Engineer in writing. Replies will be issued by Addendum and mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received after 5:00 PM on Friday, June 28, 2019 will not be answered. Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.

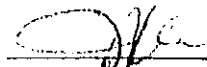
**SCHEDULE OF PRICES**  
**(REVISED PER ADDENDUM #2)**

BIDDER agrees to perform all work described in the CONTRACT DOCUMENTS for the following unit prices as indicated on the below schedule:

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

ITEM NUMBER	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENSION
1	Lift Station, Complete	L SUM	1	371,500.00	371,500.00
2	Sanitary Force Main Installation, 6"	FOOT	40	200.00	8,000.00
3	Sanitary Sewer Installation, 12"	FOOT	65	280.00	18,200.00
4	Sanitary Manhole	EACH	1	13,500.00	13,500.00
5	Storm Manhole	EACH	3	4,900.00	14,700.00
6	Storm Sewer Installation, 24"	FOOT	80	185.00	14,800.00
7	Sanitary Lift Station Removal and Abandonment	L SUM	1	15,500.00	15,500.00
8	Concrete Pad Installation, 6"	SQ FT	500	21.00	10,500.00
9	Electrical Service Replacement	L SUM	1	3,000.00	3,000.00
10	HMA Access Drive	SQ YD	230	100.00	23,000.00
11	6" Concrete Sidewalk	SQ FT	150	16.00	2,400.00
12	PCC Comb. Curb & Gutter	FOOT	30	80.00	2,400.00
13	Class D Patch, 4"	SQ YD	10	260.00	2,600.00
14	Tree Removal	UNIT DIA	36	45.00	1,620.00
15	Pavement & Sidewalk Removal	SQ YD	70	16.50	1,155.00
16	Concrete Curb and Gutter Removal	FOOT	30	13.00	390.00
17	Removal of Unsuitable Materials	CU YD	50	30.00	1,500.00
18	Erosion and Sediment Control	L SUM	1	4,000.00	4,000.00
19	Bypass Pumping	L SUM	1	14,250.00	14,250.00
20	Traffic Control	L SUM	1	7,000.00	7,000.00
21	Restoration of Non-Playing Field Lawns and Parkways w/ Topsoil, Seed and Blanket	SQ YD	425	16.00	6,800.00
22	Restoration of Playing Field Turf w/ Topsoil and Sod	SQ YD	600	17.50	10,500.00
23	Chain Link Fence Removal, Storage & Reinstallation	L SUM	1	4,200.00	4,200.00
24	<b>Construction Fencing – Chain Link Fence</b>	<b>FOOT</b>	<b>440</b>	8.00	3,520.00
<b>TOTAL BID – THORNDALE LIFT STATION RELOCATION:</b>				<b>\$555,035.00</b>	

Prepared by:

  
Initialed by Bidder



# FORM OF PROPOSAL

TO: Village of Lake Zurich  
70 East Main Street  
Lake Zurich, Illinois 60047

FROM: Berger Excavating Contractors, Inc.

CONTRACTOR

1205 Garland Road

ADDRESS

Wauconda, IL 60084

CITY, STATE, ZIP CODE

847-526-5457

TELEPHONE NUMBER

Julie Chamberlin

CONTRACTOR'S CONTACT FOR THIS BID

Jberger@bergerexcavating.com

E-MAIL

Gentlemen:

Having examined the Plans, Specifications, Instructions to Bidders, Form of Contract and having thoroughly examined the site and pertinent areas adjacent thereto, acknowledging the same to be accurate and complete insofar as pertinent details are concerned, we the undersigned agree to furnish all labor, materials, equipment, tools and services or whatever else is required for construction as enumerated below, all in accordance with Plans, Specifications and Contract Documents prepared by Manhard Consulting, One Overlook Point - Suite 290, Lincolnshire, IL 60069, and entitled:

## CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

Thorndale Lift Station Relocation

LAKE ZURICH, ILLINOIS

DATED: June 17, 2019

The undersigned Bidder declares that he/she/they understands that where quantities are mentioned, they are approximate only, subject to increase or decrease that in such cases, Bidder will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, multiplied by the unit price shown on the Schedule of Prices contained herein.

The undersigned further agrees that if the Owner decides to increase or decrease the improvements or otherwise alter it by extras, additions or deductions, including the elimination of any one or more of the items by the amount not to exceed twenty-five percent (25%) of the total money value of the original contract prices, Bidder will perform the work as altered, increased, or decreased at the contract unit prices. Furthermore, all such work and materials as do not appear in the Proposal or Contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this Contract, shall be performed as extra work. Bidder will accept as full compensation therefore a fixed price negotiated with the Owner prior to performing extra work or via Force Account as outlined in Section 9-4.B of the Standard Specifications for Water and Sewer Construction in Illinois, latest edition.

The undersigned further agrees to execute a Contract for this work and present the same to the Owner within ten (10) calendar days after the date of written notice of the award of the Contract to him.

The undersigned further agrees that he will commence work not later than ten (10) calendar days after written Notice to Proceed and execution and approval of the Contract and the Contract Bond, unless otherwise provided, and will diligently prosecute the work in such manner and with such materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the Contract. In case of failure to complete the work within the time stated herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Owner shall withhold from such sums as may be due him under the terms of this Contract the costs (which costs shall be considered and treated not as a penalty but as damages due the Owner) of additional engineering and observation, maintenance of detours, interest, and other items have caused an expenditure of funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.

Unless granted additional time in writing by the Owner, the undersigned agrees to complete the work within one hundred twenty (120) calendar days of the issue of a Notice to Proceed, with the understanding that the Notice to Proceed will be issued between July 15, 2019 and August 31, 2019.

The undersigned further agrees that he and his surety will execute and present within ten (10) days after the date of written notice of the award of the Contract to him, a Contract Bond in the form prescribed by the Owner, in the penal sum of the full amount of the Contract, guaranteeing the faithful performance and payment of labor and materials of the work in accordance with the terms of the Contract.

Accompanying this Proposal is a bank draft, cashier's check, bid bond or certified check complying with the requirements of the Specifications, for five percent (5%) of the total bid price, made payable to the Village of Lake Zurich.

The amount of the check or draft is: 5% of Bid Amount  
\_\_\_\_\_  
(\$ \_\_\_\_\_).  
(Fill in Amount)  
Contractor to fill in Amount

If this Proposal is accepted and the undersigned fails to execute a Contract and Contract Bond as required herein, it is hereby agreed that the amount of the check or draft shall become the property of the Owner and shall be considered as payment of damages due to delay and other causes suffered by the Owner because of failure to execute said Contract or Contract Bond; upon the undersigned properly executing a contract and furnishing a Contract Bond, said check or draft shall be returned to the undersigned.

The undersigned submits herewith his schedule of prices covering the work to be performed under the Contract; he understands that he must show in the schedule the unit prices and lump sum where applicable for which he proposes to perform each item of work; that the extension must be made by him and that if not so done, his Proposal may be rejected as irregular.

10/15/19 10:46 AM

SUBMITTED:

7/24/19

Date

(CORPORATE SEAL)

Attest:

Secretary

CONTRACTOR: Berger Excavating Contractors, Inc.

CORPORATE NAME: Berger Excavating Contractors, Inc.

BUSINESS ADDRESS: 1205 Garland Road

Wauconda, IL 60084

TELEPHONE NUMBER: 847-526-5457

SIGNED BY:

President

SUBMITTED:

Date

(CORPORATE SEAL)

Attest:

Secretary

OWNER:

CORPORATE NAME:

BUSINESS ADDRESS:

TELEPHONE NUMBER:

SIGNED BY:

President

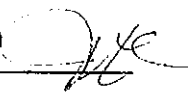


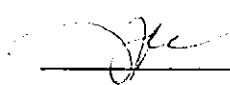
**CERTIFICATE OF COMPLIANCE**  
**WITH ARTICLE 33E OF THE**  
**CRIMINAL CODE OF 1961**

The undersigned, Berger Excavating Contractors, Inc., being the Contractor submitting a bid for the public project as described in these bid documents, hereby certifies that the undersigned is not barred from bidding on the public contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, approved July 28, 1961, as amended.

Date: 7/24/19

Contractor: Berger Excavating Contractors, Inc.

By: Julie Chamberlin 

Attest:  \_\_\_\_\_

**NON COLLUSION STATEMENT**

By submission of this Bid, the undersigned certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that in connection with the Bid:

1. The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any manner relating to such prices with any other Bidder or with any competitor:
2. Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the Bidder, prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
4. He is the person in the Bidder's organization responsible within that organization for the decision as to the prices being Bid but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to Paragraphs 1 through 3, above, and as their agent shall so certify; and shall also certify the he has not participated, and will not participate in any action contrary to Paragraphs 1 through 3 above.

**COMPLIANCE WITH ARTICLE 33 OF THE CRIMINAL CODE OF 1961**

I have completed the certificate included as part of this Bid Form regarding compliance with Article 33 of the Criminal code of 1961.

RESPECTFULLY SUBMITTED, signed and sealed this 24 day of July, 2019.

Contractor: Berger Excavating Contractors, Inc.

By (Signature)  \_\_\_\_\_

Title: President

Business Address: 1205 Garland Road

City/State: Wauconda, IL 60084

ATTEST:

Secretary: Julie Chamberlin 

SEAL



**July 24, 2019**

**Project: Village of lake Zurich – Thorndale Lift Station Relocation**

**Project Resume**

**PROJECT: Village of Village of Lake Zurich – Buffalo Creek Lift Station**

**SCOPE: New lift station with sewer relocate.**

**CONTRACT AMOUNT: \$ 494,461.00**

**COMPLETION DATE: 9/19**

**BIDDERS ROLE: General contractors: install lift station and relocate sewer**

**OWNER'S CONTACT PERSON: Mike Brown**

**PROJECT: Village of Wauconda- Water main improvements**

**SCOPE: Upgrade water system to get ready for Lake Michigan Water, PRV Stations, 20" Valves and pipe to new water tower 16" Main through town**

**CONTRACT AMOUNT: \$ 4,197,000.00**

**COMPLETION DATE: 11/16**

**BIDDERS ROLE: General contractors: install water main pipe and PRV stations**

**OWNER'S CONTACT PERSON: Brad Fink**

**PROJECT: Village of Libertyville 2017 Underground Improvements**

**SCOPE: 20" Watermain Line control and connection work to install 20" GV**

**CONTRACT AMOUNT: \$1,200,000**

**COMPLETION DATE: 9/17**

**BIDDERS ROLE: General contractors: Water main installation**

**OWNER'S CONTACT PERSON: Fred Chung**

**PROJECT: Washington Street Thoroughfare –LCDOT & IDOT**

**SCOPE: 5,413ft of road reconstruction, 1,700' of 20" PCCP Water main install and construction of sanitary lift station, Full road and underpass reconstruction.**

**CONTRACT AMOUNT: \$34,000,000.00**

**COMPLETION DATE: 11/17**

**BIDDERS ROLE: General Contractor Install main, road widening and lift station construction.**

**OWNER'S CONTACT PERSON: Glenn Petko**



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Berger Excavating Contractors, Inc.  
1205 Garland Road  
Wauconda, IL 60084

### SURETY:

(Name, legal status and principal place of business)

Western Surety Company  
801 Warrenville Road  
Lisle, IL 60532  
Mailing Address for Notices

1411 Opus Place, Ste. 450

Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

Village of Lake Zurich  
70 East Main Street  
Lake Zurich, IL 60047

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

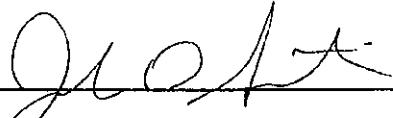
Thorndale Lift Station Relocation

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of July, 2019

  
(Witness)

Berger Excavating Contractors, Inc.  
(Principal) (Seal)

By:  President  
(Title)

  
(Witness) Jennifer J. McComb

Western Surety Company  
(Surety) (Seal)

By:  Attorney-in-Fact  
(Title) Kelly A. Gardner



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kelly A. Gardner , Individually**

of Downers Grove, IL its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

Surety Bond No.: Bid Bond  
Principal: Berger Excavating Contractors, Inc.  
Obligee: Village of Lake Zurich

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of February, 2018.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 27th day of February, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of July, 2019.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

State of Illinois

County of DuPage

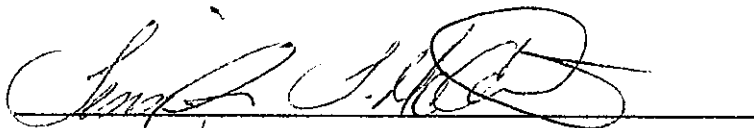
**SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)**

I, Jennifer J. McComb Notary Public of DuPage County, in the State of Illinois,

do hereby certify that Kelly A. Gardner Attorney-in-Fact, of the Western Surety Company

who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the Western Surety Company for the uses and purposes therein set forth.

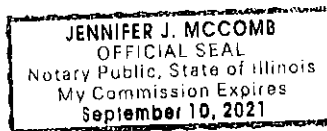
Given under my hand and notarial seal at my office in the City of Downers Grove in said County, this 3rd day of July, 2019.



Notary Public

Jennifer J. McComb

My Commission expires: September 10, 2021



ADDENDUM NO. 1  
VILLAGE OF LAKE ZURICH  
THORNDALE LIFT STATION RELOCATION  
JUNE 28, 2019


TO: ALL ELIGIBLE PROSPECTIVE BIDDERS  
FROM: VILLAGE OF LAKE ZURICH

The following contractors and sub-contractors attended the mandatory pre-bid meeting held at the Village of Lake Zurich Public Works Facility on Wednesday, June 26, 2019 at 1:00PM and are the only eligible contractors to bid this project:

<u>Name</u>	<u>Company</u>
Doug Abbey	Bolder Contractors
Simon Andric	AMS Mechanical Systems, Inc.
Joel O. Avitig	Berger Excavating Contractors, Inc.
Phil Livingston	IHC Construction Co. LLC
Jeff Bowman	Gaskill & Walton Construction Co.
Mike Carroll	Rain for Rent
Garry Sementa	Archon Construction Co., Inc.
Todd Barnett	Cecchin Plumbing
Jack Ismail	Martam Construction, Inc.
Stan Mucenski	Xylem

**ADDENDUM NO. 1**

This Addendum is an integral part of the contract documents and shall be treated as such. Contractor shall acknowledge receipt of this Addendum by signing below and including this sheet in the bid proposal.

Signed:   
\_\_\_\_\_  
Julie Chamberlin  
Printed Name  
Berger Excavating Contractors, Inc.  
Name of Company

The following items are in response to feedback received from prospective bidders following the pre-bid meeting and should be considered an integral part of the Contract Documents and Specifications:

- 1) As discussed during the pre-bid meeting, the Village of Lake Zurich is extremely interested in receiving competitive bids for this project and would like to take prospective bidder's input into consideration to make this project the most successful that it can be. Several items have been offered by prospective bidders and the Village has determined that it would be in the best interest of all parties to extend the bid period. Therefore, the bid opening for this project is revised to be Wednesday, July 24, 2019 at 10:00AM.
- 2) A second pre-bid meeting will be held on-site at the Thorndale Lift Station located at 1160 Thorndale Lane, Lake Zurich, IL at 12:00PM on Tuesday, July 9, 2019. The purpose of this meeting is to provide the Village and prospective bidders the opportunity to discuss by-pass pumping and other project related concerns.

End of Addendum # 1.


ADDENDUM NO. 2  
VILLAGE OF LAKE ZURICH  
THORNDALE LIFT STATION RELOCATION

JULY 13, 2019

TO: ALL ELIGIBLE PROSPECTIVE BIDDERS  
FROM: VILLAGE OF LAKE ZURICH

**ADDENDUM NO. 2**

This Addendum is an integral part of the contract documents and shall be treated as such. Only items answered by formal written Addendum will be binding; oral and other interpretations or clarifications will be without legal effect. Contractor shall acknowledge receipt of this Addendum by signing below and including this sheet in the bid proposal.

Signed:   
\_\_\_\_\_  
Julie Chamberlain  
Printed Name  
Berger Excavating Contractors, Inc.  
Name of Company

The following items are in response to what was discussed at the mandatory pre-bid meeting held at the Village of Lake Zurich Public Works Facility on Wednesday, June 26, 2019 and should be considered an integral part of the Contract Documents and Specifications:

1. The project Contract Documents and Specifications specify that work will be completed within one hundred twenty (120) calendar days upon the issuance of a Notice to Proceed. As discussed, the Village understands that the lead time for the manufacture and delivery of the lift station may affect the contractor's ability to meet this time frame. Revisions to the construction schedule are provided below under the heading "REVISIONS TO THE CONTRACT DOCUMENTS AND SPECIFICATIONS."
2. The Village has applied for permit from the Illinois Environmental Protection Agency (IEPA) for the relocation of the lift station. The issuance of the IEPA permit is anticipated to be received prior to the issuance of a Notice to Proceed. If there are revisions required to be made to the project documents by the IEPA, such changes will be made part of the construction contract following the procedures as specified in the Contract Documents and Specifications. No other permits other than the Watershed Development Permit, which will be obtained by the Village, are anticipated for this project.
3. Crushed CA-7, following the requirements of the IDOT Standard Specifications, will be permitted to be used as backfill material for the filling of the existing lift station to be abandoned.
4. The Village will pay the filing and application fees charged by ComEd for the abandonment of the existing electric service and the procuring of the new electric service for the lift station. The ComEd service connection to the proposed lift station control box shall include a new meter as part of the Contractor's work and shall be included in the contract lump sum price for ELECTRICAL SERVICE REPLACEMENT.