



Memorandum

To: Dale Berman, Village President & Board of Trustees

Cc: Steven Bosco, Village Administrator

From: Brandon Tonarelli, Village Engineer & John Laskowski, Public Works Director

Date: January 12, 2021

Re: Contract Award Approval for the Mill Race Spillway Bank Riprap Installation Project to Schwartz Excavating, Inc. in the amount of \$41,498.60.

During flooding events in River Front Park and during heavy rain events, the banks of the mill race spillway experience erosion. Due to the extent of the erosion, Village staff had obtained an Army Corps of Engineers permit for bank stabilization in March of 2018. In the summer of 2018, Village staff installed the riprap on the west bank of the mill race spillway since staff had adequate equipment for installing the riprap on this side safely. The east bank is much steeper than the west side and has more obstacles to work around to place the riprap. Village does not have equipment to efficiently and safely install the riprap on this bank. Village staff tried to obtain quotes at the time for a contractor to install riprap on the east bank but were only able to obtain one quote as there was a lack of interest from contractors.

As a result of the difficulty of obtaining pricing for the work, it was planned to include the work with future River Front Park improvements. Now with the park improvements being delayed/on hold and with the current Army Corps of Engineers permit expiring March 12, 2021, it was determined to move forward with completing the bank stabilization to prevent any additional erosion.

On Tuesday, January 12, 2021 sealed bids for the Mill Race Spillway Bank Riprap Installation Project were opened and read aloud. Sixteen bids were received. The bid for the project contained a base bid and an alternate bid. The alternate bid was a part of an Addendum that was issued that provided pay items for riprap gradation 5 to be purchased by the Contractor from a quarry of their choice instead of the Village purchasing that sized riprap from the LaFarge Conco quarry in North Aurora. Staff included these alternate items since LaFarge Conco could not guarantee that they would have that sized riprap available at the time of the Village's project.

Bid results are as follows:

Mill Race Spillway Bank Riprap Installation			
BID OPENING DATE	10:00 am		
	1/12/2021		
COMPANY	As Calculated Bid Amount (Base Only)	As Calculated Bid Amount (Alternate #1 Only)	As Calculated Bid Amount (Base with Alternate #1 Substituted)
Schaeffges Brothers, Inc.	\$37,847.75	NA	NA
Schwartz Excavating, Inc.	\$41,498.60	\$6,763.90	\$41,498.60
V3 Construction Group	\$42,000.00	\$15,000.00	\$48,500.00
ENCAP, Inc.	\$47,455.00	\$12,000.00	\$53,955.00
Fox Excavating, Inc.	\$48,650.00	\$15,000.00	\$53,650.00
D Construction, Inc.	\$48,983.76	NA	NA
H. Linden & Sons Sewer and Water	\$54,994.50	\$13,900.00	\$56,194.50
Nettle Creek Nursery, Inc.	\$57,121.00	\$19,500.00	\$62,621.00
Semper Fi Land Services, Inc.	\$69,730.00	\$6,300.00	\$62,230.00
Swallow Construction Corp.	\$72,450.00	\$8,450.00	\$77,690.00
Copenhaver Construction	\$72,915.00	\$16,000.00	\$72,365.00
Alliance Contractors, Inc	\$73,720.00	NA	NA
Tri-County Excavation	\$74,034.30	\$21,670.00	\$79,374.30
Advantage Paving Solutions	\$84,932.50	NA	NA
Martam Construction, Inc.	\$103,850.00	\$26,800.00	\$108,150.00
Sumit Construction Co., Inc.	\$128,200.00	NA	NA

The Engineer's Estimate for Base Only was \$70,590.00, Alternate #1 Only was \$17,550.00 and for Base with Alternate #1 substituted it was \$72,590.00.

Schaeffges Brothers, Inc. was the low bidder for the Base Bid, however they failed to submit the required Addendum 1 acknowledgement or the required Alternate Bid Proposal. Based on discussion with LaFarge Conco, they will not have the riprap gradation 5 available which requires the Village to award the contract in the form of the base bid with the substitution of the alternate bid items.

The bid by Schwartz Excavating, Inc., was the lowest responsive and responsible bid and met the project specifications. The contractor provided municipal, Army Corps of Engineers, and other unit of local government references. Staff spoke to the Army Corps of Engineers and they had indicated they had performed satisfactorily on all projects they had worked on for the Army Corps.

Staff recommends approval of the contract with Schwartz Excavating, Inc. in the amount of \$41,498.60 for the base bid with alternate 1 substituted for the Mill Race Spillway Bank Riprap Installation. There are sufficient funds in the Capital Project Fund for this project.

Contract for Mill Race Spillway Bank Riprap Installation

THIS AGREEMENT, made and concluded this **18th** day of January, 2021, between the Village of North Aurora, an Illinois municipal corporation (hereinafter referred to as “Village”) and Schwartz Excavating, Inc. an Illinois Corporation (hereinafter referred to as “Contractor”) for **Mill Race Spillway Bank Riprap Installation**.

WHEREAS, the Village advertised for bids for Mill Race Spillway Bank Riprap Installation services (hereinafter “Services”) and provided bid specifications for such services, a copy of which is attached hereto and incorporated herein by reference as Exhibit “A” (“Bid Specifications”); and

WHEREAS, Contractor submitted a bid for the Services (Base bid with Alternate Bid Substitutions) in the amount of **Forty-One thousand Four hundred Ninety-Eight and 60/100 dollars (\$41,498.60)** in response to the request for bids advertised by the Village, a copy of which bid is attached hereto and incorporated herein.

WHEREAS, the Contractor’s bid was determined to be the lowest responsible bid and was accepted by the Village Board of Trustees at the regularly scheduled meeting on **January 18, 2021**.

NOW THEREFORE, in consideration of Forty-One thousand Four hundred Ninety-Eight and 60/100 dollars (\$41,498.60) to be paid by the Village to the Contractor as follows for work described by the Bid Specifications for Mill Race Spillway Bank Riprap Installation, the parties hereto agree and covenant as follows:

1. The Village and the Contractor agree the Bid Specifications attached hereto and incorporated herein are essential documents to this Contract and are made a part thereof.

2. The Contractor shall fulfill all the Services in keeping with the Bid Specifications and shall furnish all labor and equipment necessary to perform the Services in a professional and workman like manner.

3. The Contractor shall be solely responsible for its own employees, subcontractors and agents and for the performance of the Services and shall indemnify and hold the Village harmless from and against any claims or causes of action asserted by its employees, subcontractors and agents or claims, causes of action, liabilities or damages resulting or related to the performance of the Services.

4. If there is any conflict within contract documents the bid specifications shall govern.

5. If not previously provided, the Contractor shall supply a Certificate or other proof of Insurance in acceptable form to the Village as a condition to the Village's obligations under this Contract in compliance with the Bid Specifications.

6. The Contractor acknowledges and agrees that, if the Illinois Prevailing Wage Act applies, the Contractor shall be responsible for such compliance and shall hold the Village and indemnify the Village from and against and claims or liabilities arising from a failure to comply.

7. Either party may terminate this Agreement upon thirty (30) days written notice by registered mail, or by personal delivery of notice, to the other party.

8. This instrument contains the entire agreement between the parties, and those statements, promises, or inducements made by either party or agent of either party that are not contained in this written agreement shall not be valid or binding.

9. In any claims for breach of this contract, the prevailing party shall be entitled to recovery all of its reasonable costs, including reasonable attorney fees.

10. Any litigation brought in regard to this Contract shall be brought in the Sixteenth Judicial Circuit, Kane County, Illinois.

11. This Agreement shall not be altered or modified in any way except in writing and signed by both parties.

[signatures to follow]

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Village of North Aurora

By: Dale Berman, Village President

Schwartz Excavating, Inc.

Signature

Printed Name, Title

S:\7 Stormwater\streambank stabilization VH Mill Race\Mill Race Riprap Contract.docx