

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Lynn Curiale, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution **#R-20-57 A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND BP&T CONSTRUCTION FOR THE SALT CREEK GREENWAY TRAIL BRIDGE REHABILITATION PROJECT IN AN AMOUNT NOT TO EXCEED \$130,329**

Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 20th day of August, 2020.



Lynn Curiale, City Clerk



Resolution #R-20-57

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF
WOOD DALE AND BP&T CONSTRUCTION FOR THE SALT CREEK
GREENWAY TRAIL BRIDGE REHABILITATION PROJECT IN AN AMOUNT
NOT TO EXCEED \$130,329**

Passed: August 20, 2020
Published in Pamphlet Form: August 21, 2020

I, Lynn Curiale, as the City Clerk for the City of Wood Dale, hereby certify that the attached Resolution is a true and correct copy of #R-20-57

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF
WOOD DALE AND BP&T CONSTRUCTION FOR THE SALT CREEK
GREENWAY TRAIL BRIDGE REHABILITATION PROJECT IN AN AMOUNT
NOT TO EXCEED \$130,329**

Passed and approved by the City Council of the City of Wood Dale on August 20, 2020 and hereby published in pamphlet on August 21, 2020.



Lynn Curiale, City Clerk



RESOLUTION NO. R-20-57

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND BP&T CONSTRUCTION FOR THE SALT CREEK GREENWAY TRAIL BRIDGE REHABILITATION PROJECT IN AN AMOUNT NOT TO EXCEED \$130,329

WHEREAS, the City of Wood Dale (hereinafter referred to as the "City") is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

WHEREAS, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

WHEREAS, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

WHEREAS, the Mayor and the City Council of the City, seeks the **BP&T CONSTRUCTION** for the **BRIDGE REHABILITATION PROJECT**; and

WHEREAS, these services are necessary to maintain and promote an effective and efficient City Government; and

WHEREAS, after diligent review of the qualifications and services of **BP&T CONSTRUCTION**, the Mayor and the City Council find **BP&T CONSTRUCTION** is the most qualified firm to perform the duties sought by the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 3: The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

SECTION 4: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 5: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 20th day of August, 2020.

AYES: Alderman Jakab, Messina, Woods, Catalano, Sorrentino,
E. Wesley, Susmarski

NAYS: None

ABSENT: R. Wesley

APPROVED this 20th day of August, 2020.

SIGNED: Annunziato Bulice
Annunziato Bulice, Mayor

ATTEST: Lynh Curiale
Lynh Curiale, City Clerk

July 16, 2020

Mr. Alan Lange
Director of Public Works
404 N Wood Dale Rd
Wood Dale, IL | 60191

Re: Wood Dale Salt Creek Greenway Trail Bridge Rehabilitation Project
Bid Analysis and Award Recommendation

Dear Mr. Lange:

Thomas Engineering Group, LLC (TEG) prepares this memo to evaluate bids received from vendors for performing contractual bridge rehabilitation and painting services for the City of Wood Dale's Salt Creek Greenway Trail Bridge Rehabilitation Project.

On Tuesday, July 7, 2020, the City received a total of two (2) competitive bid proposals from interested contractors for the Salt Creek Greenway Trail Pedestrian Bridge Painting and Staining contract. The Base Bid includes painting of the steel superstructure, painting of the steel railing, and staining of the concrete substructure. All Base Bids were opened and read aloud. BP&T Construction, located in Arlington Heights, IL submitted a bid proposal in the amount of \$82,829.00. Dynamic Industrial Services Inc., located in Highland, IN submitted a bid proposal in the amount of \$232,369.20. The engineer's estimate of probable cost was \$142,968.00.

The contract also included an Alternate Bid for the Pedestrian Bridge Steel Repairs for repairing decorative steel railing. BP&T Construction submitted an Alternate Bid proposal in the amount of \$47,500.00. Dynamic Industrial Services Inc. submitted an Alternate Bid proposal in the amount of \$24,509.20. The engineer's estimate of probable cost was \$16,920.00 for Steel Repairs.

Based on correspondence received by BP&T Construction and Dynamic Industrial Services following the bid opening, the discrepancy in Base Bid prices are due to differences in painting systems proposed by the bidders. The project was advertised using IDOT's Guide Bridge Special Provision (GBSP), which allows 6 various painting systems, of which 3 are overcoats (Systems 2, 4, or 6). BP&T submitted a bid for using an overcoat system. Dynamic Industrial Services submitted a bid for removing the existing paint and applying a new coat.

In an effort to verify that BP&T maintains the necessary qualifications and equipment in accordance with the requirements in the contract, we requested that BP&T provide evidence of the Society of Protective Coatings (SSPC) QP1, SSPC - Bridge Coating Inspector (BCI), and National Association of Corrosion Engineers (NACE) Coating Inspector Level 2 Certifications. The SSPC QP 1 Certification is meant to attest to an industrial painter's ability to apply coatings to complex industrial and marine coatings. The NACE Coating Inspector Program - Level 2 is designed for Level 2 Coating Inspectors responsible for performing and documenting non-destructive / destructive inspections of liquid and non-liquid coatings to any substrate in a shop or field setting.

BP&T does not possess either SSPC or NACE Certifications, however, they did provide evidence of successful completion of industrial cleaning, painting, and welding projects for municipalities. TEG also called references provided by BP&T. The Village of Mount Prospect, where BP&T performed various painting and tuck pointing work, responded that BP&T performed quality work, cooperated with the



July 14, 2020

RE: Bid Proposal Evaluations – Wood Dale Salt Creek Greenway Trail Bridge Rehabilitation Project

Page 2 of 2

Village, and would be hired again if they were the lowest bidder on a similar project. The Village of Lake Barrington, where BP&T completed industrial painting of metal filter tanks, was satisfied with the work done by BP&T and would hire them again if they were the lowest bidder on a similar project. In addition, The City of Wood Dale and TEG staff has worked directly with BP&T for masonry repairs to the Salt Creek Greenway Trail Bridge. Of the three references provided, Hoffman Estates Park District did not respond.

TEG has compiled the bid proposal information and offers the following recommendation to the City for awarding the Project. A Bid Tabulation worksheet (attached) was developed for evaluation of the bid values submitted at the bid opening. TEG's evaluation of bids included consideration of bid proposal completeness, line item prices, total Base Bid cost, and the contractor's ability to perform the work. Based on the proposal evaluation and attached Bid Tabulation, we believe that BP&T submitted the lowest overall Base Bid cost proposal and recommend that the City consider awarding the Base Bid contract to BP&T in the amount of \$82,829.00.

While the contract shall be awarded on the basis of the lowest Base Bid, the City also has the option to award the Alternate Bid to the lowest bidder. Given that the steel repairs must precede the painting operations, and the steel repairs have generated very little interest from bidders, we hereby recommend that the Alternate Bid for the Pedestrian Bridge Steel Repairs also be awarded to BP&T Construction in the amount of \$47,500.00, making the combined awarded contract value equal to \$130,329.00.

If you have any questions or comments, please feel free to call me at (847) 815-9500 or e-mail at kevinv@thomas-engineering.com.

Sincerely,

thomas engineering group, llc



Kevin C. VanDeWoestyne, P.E., ENV SP
Municipal Department Head

Attachments: Bid Tabulations
Qualifications Letter from BP&T



City of Wood Dale

Salt Creek Greenway Trail Pedestrian Bridge Painting and Staining

Bid Opening: July 7, 2020 at 10:00 AM

ENGINEERS ESTIMATE		BP&T CONSTRUCTION 1522 N Walnut Ave, Arlington Hts, IL 60004		Dynamic Industrial Services Inc. 2158 W 45th Ave #237, Highland, IN 46322					
ITEM	DESCRIPTION	ESTIMATED QTY	UNIT	EST. UNIT PRICE	EST. TOTAL COST	BID UNIT PRICE	BID TOTAL	BID UNIT PRICE	BID TOTAL
1	PAINTING STEEL RAILING	2085	FOOT	\$ 15.00	\$ 31,275.00	\$ 17.00	\$ 35,445.00	\$ 22.80	\$ 47,538.00
2	CLEANING AND PAINTING STRUCTURAL STEEL, LOCATION 1	1	L SUM	\$ 38,277.00	\$ 38,277.00	\$ 22,700.00	\$ 22,700.00	\$ 157,000.00	\$ 157,000.00
3	STAINING CONCRETE STRUCTURES	4824	SQ.FT	\$ 4.00	\$ 19,296.00	\$ 1.50	\$ 7,236.00	\$ 2.24	\$ 10,805.76
4	TRAFFIC CONTROL AND PROTECTION, SPECIAL	1	L SUM	\$ 10,000.00	\$ 10,000.00	\$ 7,800.00	\$ 7,800.00	\$ 9,500.00	\$ 9,500.00
5	ANTI-GRAFFITI COATING	4824	SQ.FT	\$ 5.00	\$ 24,120.00	\$ 2.00	\$ 9,648.00	\$ 1.56	\$ 7,525.44
				SUB TOTAL	\$ 122,968.00	TOTAL	\$ 82,829.00	TOTAL	\$ 232,369.20
				MOBILIZATION	\$ 7,000.00	AS READ	\$ 82,829.00	AS READ	\$ 232,369.20
				CONTINGENCY	\$ 13,000.00				
				TOTAL	\$ 142,968.00				

City of Wood Dale
 Salt Creek Greenway Trail Pedestrian Bridge Painting and Staining - Alternate Bid Item
 Bid Opening: July 7, 2020 at 10:00 AM

ITEM	DESCRIPTION	ESTIMATED QTY	UNIT	ENGINEERS ESTIMATE				BP&T CONSTRUCTION 1522 N Walnut Ave, Arlington Hts, IL 60004				Dynamic Industrial Services Inc. 2158 W 45th Ave #237, Highland, IN 46322			
				EST. UNIT PRICE	EST. TOTAL COST	BID UNIT PRICE	BID TOTAL	BID UNIT PRICE	BID TOTAL	BID UNIT PRICE	BID TOTAL	BID UNIT PRICE	BID TOTAL		
1	REMOVE AND REPLACE NON-SHRINK GROUT BEARING PEDESTALS	20	EACH	\$ 150.00	\$ 3,000.00	\$ 270.00	\$ 5,400.00	\$ 640.00	\$ 12,800.00						
2	STRUCTURAL STEEL REPAIR	440	POUND	\$ 23.00	\$ 10,120.00	\$ 95.00	\$ 41,800.00	\$ 25.68	\$ 11,299.20						
3	REMOVE AND REPLACE ANCHOR BOLTS	1	EACH	\$ 800.00	\$ 800.00	\$ 300.00	\$ 300.00	\$ 410.00	\$ 410.00						
SUB TOTAL				\$	\$ 13,920.00	TOTAL	\$ 47,500.00	TOTAL	\$ 24,509.20						
MOBILIZATION				\$	\$ 1,000.00	AS READ	\$ 47,500.00	AS READ	\$ 24,509.20						
CONTINGENCY				\$	\$ 2,000.00										
TOTAL				\$	\$ 16,920.00										

BP&T Construction

1522 N. Walnut Ave
Arlington Heights IL 60004

Re: Salt Creek Greenway Trail Staining and Painting Project

Mr. Kevin Vandewoestyne
Thomas Engineering Group, LLC
762 Shoreline Drive, Suite 200
Aurora, Illinois 60504

July 14, 2020

Dear Kevin,

Per our recent conversation please note that we have experience using all six paint systems that are in the specifications. We have used system 2, 4 and 5 for the Village of Mount Prospect in 2015, 2017, 2018, 2019 and 2020. We have used system 1 for the Village of Lake Barrington in 2017 and system 3 for the Hoffman Estates Park District in 2018, 2019 and 2020. In addition we have welded damaged handrails, prepped, primed and painted them for Dupage Airport Authority and have welded damaged light poles for Sternberg Lighting Company and several other villages.

We have also blasted, primed and painted street light poles and signal head intersections for the Village of Mount Prospect and H&H Electric Company using one of the paint systems and using IDOT traffic controls. Our crew is experienced with IDOT traffic control regulations and has arrow boards, signage and cones.

The system we have chosen for your project only requires cleaning, tool prepping as necessary, priming and painting with two coats. We are experienced using this system and have done so for other villages as indicated on our references and are comfortable with finishing this project ahead of the schedule indicated on the specifications.

If you have any questions or would like additional references please do not hesitate to contact us. Thank you.

Submitted By,
Sarah Choi
B P&T Construction

City of Wood Dale

Salt Creek Greenway Trail Pedestrian Bridge Painting and Staining

Bid Opening: July 7, 2020 at 10:00 AM

ITEM		DESCRIPTION	ESTIMATED QTY	UNIT	ENGINEERS ESTIMATE			BP&T CONSTRUCTION 1522 N Walnut Ave, Arlington Hts, IL 60004			Dynamic Industrial Services Inc. 2158 W 45th Ave #237, Highland, IN 46322		
					EST. UNIT PRICE	EST. TOTAL COST	BID UNIT PRICE	BID TOTAL	BID UNIT PRICE	BID TOTAL	BID UNIT PRICE	BID TOTAL	
1		PAINTING STEEL RAILING	2085	FOOT	\$ 15.00	\$ 31,275.00	\$ 17.00	\$ 35,445.00	\$ 22.80	\$ 47,538.00			
2		CLEANING AND PAINTING STRUCTURAL STEEL, LOCATION 1	1	L SUM	\$ 38,277.00	\$ 38,277.00	\$ 22,700.00	\$ 22,700.00	\$ 157,000.00	\$ 157,000.00			
3		STAINING CONCRETE STRUCTURES	4824	SQ FT	\$ 4.00	\$ 19,296.00	\$ 1.50	\$ 7,236.00	\$ 2.24	\$ 10,805.76			
4		TRAFFIC CONTROL AND PROTECTION, SPECIAL	1	L SUM	\$ 10,000.00	\$ 10,000.00	\$ 7,800.00	\$ 7,800.00	\$ 9,500.00	\$ 9,500.00			
5		ANTI-GRAFFITI COATING	4824	SQ FT	\$ 5.00	\$ 24,120.00	\$ 2.00	\$ 9,648.00	\$ 1.56	\$ 7,525.44			
SUB TOTAL					\$	122,968.00	TOTAL	\$ 82,829.00	TOTAL	\$ 232,369.20			
MOBILIZATION					\$	7,000.00	AS READ	\$ 82,829.00	AS READ	\$ 232,369.20			
CONTINGENCY					\$	13,000.00							
TOTAL					\$	142,968.00							

**CITY OF WOOD DALE
SALT CREEK GREENWAY TRAIL
PEDESTRIAN BRIDGE PAINTING AND STAINING
SAMPLE CONTRACT**

This CONTRACT, made and entered into this 20th day of August, 2020, by and between the CITY OF WOOD DALE, an Illinois municipal corporation (hereinafter "City"), and BPT Construction, an Illinois corporation (hereinafter "Contractor");

RECITALS

WHEREAS, the City desires to engage the Contractor to provide (hereinafter "Work"), located within the corporate limits of the City of Wood Dale; and

WHEREAS, the Contractor represents itself to be in compliance with Illinois Statutes relating to all matters affecting its status as a corporation operating as a general contractor within the State of Illinois and to have the necessary expertise and experience to furnish such services for the Work upon the terms and conditions set forth herein below:

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed by and between the City and the Contractor that:

I. SCOPE OF SERVICES

The Scope of Services shall be as set forth in the "Notice to Bidders", "Instructions to Bidders", "Special Instructions", "Technical Specifications", "General Requirements", "Specifications", and "Special Provisions" prepared by the City. Should there be a conflict in terms between this Contract and the other documents, which are a component part hereof, this Document shall control.

II. PERFORMANCE OF WORK

The Contractor shall perform all work, furnishing all materials and labor, and shall abide by the terms of this Contract and the requirements of the City. Contractor must complete, in its entirety, the project within 45 working days, weather permitting, from the date the City provides Contractor with notice to proceed.

III. PERFORMANCE BOND

The Contractor shall provide to the City a performance bond in the amount of 5% of the final construction cost to ensure completion of work and to guarantee work performance in accordance with the Contract. See Appendix A for sample bond form for information only.

IV. PAYMENT TO THE CONTRACTOR

For the Work, the Contractor shall be paid in accordance with the Proposal. The City shall make payments to the Contractor within 30 days after completion of the Work and upon receipt of an invoice in a format approved by the City.

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

V. NO CO-PARTNERSHIP OR AGENCY

It is understood that nothing herein contained is intended or shall be construed to, in any respect, create or establish the relationship of co-partners between the City and the Contractor, or as constituting the Contractor as the general representative or general agent for the City for any purpose whatsoever.

VI. CONTRACT DOCUMENTS

It is further understood that this Contract consists of the following documents which are hereby made a part hereof: the Notice to Bidders, Instructions to Bidders, Specifications, Special Instructions, Special Provisions, Proposal, Performance Bond, Anti-Collusion Affidavit of Compliance, Americans with Disabilities Act of 1990 Certificate, Policy Against Sexual Harassment Certificate, Hold Harmless Agreement, Anti-bid Rigging Certificate, and Drug-free Workplace Certificate.

VII. MATERIALS AND LABOR/WORKMANSHIP WARRANTY

Upon completion of the Work, and satisfactory acceptance by the City, the Contractor will provide a written one (1) year warranty covering both parts and labor/workmanship. Warranty shall include, but is not limited by this provision, that any defective material(s) and/or defective installation or workmanship will be repaired and/or replaced by Contractor at no cost to the City. Prior to issuance of final payment, the Contractor shall provide to the City a maintenance bond in the amount of 10% of the final construction cost to ensure completion of any repairs that may be required.

VIII. SEVERABILITY

The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

IX. HEADINGS

The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope or intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

X. MODIFICATION OR AMENDMENT

This Contract constitutes the entire contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof, or Change Order as herein provided.

XX. APPLICABLE LAW

This Contract shall be deemed to have been made in, and shall be construed in accordance with the laws of the 18th Judicial Circuit Court of DuPage County, State of Illinois.

XXI. NEWS RELEASES

The Contractor may not issue any news releases without prior approval from the City Manager nor will the Contractor make public proposals developed under this Contract without prior written approval from the City Manager prior to said documentation becoming a matter of public record.

XXII. COOPERATION WITH OTHER CONTRACTORS

The Contractor shall cooperate with any other Contractors in the City's employ or any matter associated with the Work.

XXIII. NOTICES

All notices, reports and documents required under this Contract shall be in writing and shall be mailed by first class mail, postage prepaid, addressed as follows:

If to City:

Jeffrey Mermuys
City Manager
404 N. Wood Dale Road
Wood Dale, Illinois 60191

With a copy to:

Shirley J. Siebert
City Clerk
404 N. Wood Dale Road
Wood Dale, Illinois 60191

If to Contractor:

BP&T Construction
1522 N. Walnut Ave
Arlington Hts IL 60004

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto on the date first above written.

CITY OF WOOD DALE:

Annunziato Pulice
Annunziato Pulice, Mayor

CONTRACTOR: BP&T Construction

By Janet Choi
Its President

RETURN WITH BID

ATTEST:

Lynn Curiale
City Clerk

ATTEST:

By Annunziato Pulice
Secretary

