



AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to award the Bid for Well #8 Booster Station and Well #9 Roof Replacements to Malcor Roofing of Illinois, Inc.

Presenter: AJ Reineking

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 10.26.2015
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$91,500.00	Budgeted:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> NO
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If NO, please explain how item will be funded:

Executive Summary:

On October 6th the City of St. Charles publicly opened and read aloud the bids received for Roof Replacements at the Well #8 Booster Station and Well #9.

The roofing assemblies over the flat concrete deck roofs at Well #8 Booster Station (450 37th Ave.) and Well #9 (5N061 Rt. 25) have deteriorated and reached the end of their useful service life. The roofs are presently not water tight and are in need of replacement.

The City received four bids for this project with Malcor Roofing of Illinois, Inc. of St. Charles being the lowest responsive and responsible bidder. Malcor Roofing of Illinois, Inc. has performed numerous commercial and industrial roofing projects throughout the Chicagoland area.

Attachments: *(please list)*

* Bid Tabulation * Malcor Proposal Document

Recommendation / Suggested Action *(briefly explain):*

Recommendation to award the bid for Well #8 Booster Station and Well #9 Roof Replacements to Malcor Roofing of Illinois, Inc. in the amount of \$91,500.

<i>For office use only:</i>	<i>Agenda Item Number: 4.b</i>
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BID TABULATION

Pump 8 & Well 9 Roof Replacements

6-Oct-15

	Total Bid
Malcore Roofing of Illionois St. Charles, IL	\$ 91,500.00
G.E. Riddiford Co. Inc Arlington Heights, IL	\$ 129,800.00
Combined Roofing Services, LLC West Chicago, IL	\$ 129,800.00
*DCG Roofing Solutions, Inc. Des Plaines, IL	\$ 139,900.00

*Did not attend mandatory pre-bid meeting

SECTION IV

PROPOSAL FORM

I propose to furnish the City of St. Charles Pump 8 & Well 9 Roof-2015 described in the preceding section, in accordance with the attached conditions and specifications for the unit cost of \$ N/A /EA.

TOTAL COST \$ 91,500.⁰⁰ Ninety one thousand five hundred & 0/100

UNIT COST IF CITY PAYS WITHIN 5 DAYS UPON RECEIPT/ACCEPTANCE
\$ NOT APPLICABLE /EA

TOTAL COST (IF PAID WITHIN 5 DAYS): \$ NOT APPLICABLE /EA

ALL PRICES ARE FIRM WITH NO ESCALATOR.

By submission of this bid I certify that the bid has been arrived at independently and has been submitted without collusion with any vendor of materials, supplies, or equipment of the type described in the preceding section.

Shipment can be made F.O.B. City of St. Charles 2 weeks weeks after receipt of Purchase Order.

MANUFACTURER/MODEL #: N/A

MALLOR Roofing of ILLINOIS, Inc

COMPANY

1850 Dean St. PO Box 941

ADDRESS

St. Charles, IL 60174

CITY, STATE, ZIP

630-896-6479

TELEPHONE



SIGNATURE OF AUTHORIZED AGENT

MSW:cjb

**CERTIFICATE OF COMPLIANCE OF
ILLINOIS COMPILED STATUTES, CH. 65, SEC. 11-42.1-1**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that Malcor Roofing of Illinois, Inc _____ (bidder) is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Ch. 65, Sec. 11-42.1-1, Illinois Compiled Statutes.

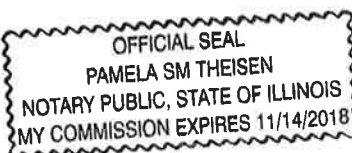
Malcor Roofing of IL, Inc / Jason Doran
Name of Bidder

By: Jason Doran

State of ILLINOIS),
County of Kane) ss.

Subscribed and sworn to
before me this 5th day
of October 2015.

Pamela M Theisen
Notary Public



**CERTIFICATE OF NON-DISQUALIFICATION
UNDER ILLINOIS COMPILED STATUTES, CH. 720, SEC. 33E-11**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that Malcor Roofing of Illinois, Inc
_____ (bidder) is not barred from contracting with any unit of State or local government, as a result of a violation of Ch. 720, Sec. 33E-11 of the Illinois Compiled Statutes.

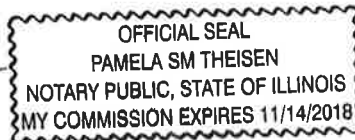
Malcor Roofing of IL, Inc. / Jason Down
Name of Bidder

By: Jason Down

State of ILLINOIS),
County of Kane) ss.

Subscribed and sworn to
before me this 5th day
of October, 2015.

Pamela S M Theisen
Notary Public



NOTE TO BIDDER: Anyone who makes a false statement, material to this Certification, commits a Class 3 Felony under Illinois Compiled Statutes, Ch. 720, Sec. 33E-11 (b).

CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that Malcor Roofing of Illinois, Inc _____ (bidder) shall comply with all local, state and federal safety standards.

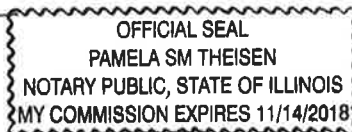
Malcor Roofing of IL, Inc. / Jason Doran
Name of Bidder

By: Jason Doran

State of ILLINOIS),
County of Kane) ss.

Subscribed and sworn to
before me this 5th day
of October, 2015.

Pamela S. Theisen
Notary Public



**CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257
OF THE ILLINOIS HUMAN RIGHTS ACT**

The undersigned, upon being first duly sworn, hereby certifies to the City of St.
Charles, Kane and DuPage Counties, Illinois, that Malcor Roofing of Illinois, Inc
_____ (bidder) complies with the Illinois Human Rights Act as
amended by Section 2-105, Public Act 87-1257 in relation to employment and human
rights.

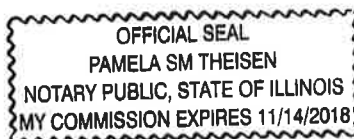
Malcor Roofing of IL, Inc. / Jason Doran
Name of Bidder

By: Jason Doran

State of ILLINOIS),
County of Kane) ss.

Subscribed and sworn to
before me this 5th day
of October, 2015.

Pamela S M Theisen
Notary Public



CERTIFICATE OF COMPLIANCE WITH PREVAILING WAGE RATE ACT

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that all work under this contract shall comply with the Illinois Prevailing Wage Act, 820 ILCS 130/01, et. seq, (the "Act") and current City ordinance, to the extent required by law. Contractors shall submit monthly certified payroll records to the City.

Malcor Roofing of Illinois, Inc
Name of Contractor

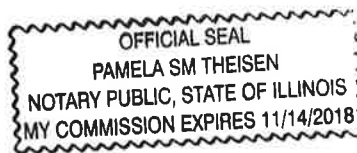
By: *[Signature]*

State of ILLINOIS),
County of Kane) **ss.**

Subscribed and sworn to
before me this 5th day
of October, 2015.

[Signature]
Notary Public

/cjb
Bidders Section II



CERTIFICATE OF COMPLIANCE WITH SALES TAX FORM

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that Malcor Roofing of Illinois, Inc _____ (bidder) shall comply with General Conditions, Paragraph 1.G. and the Illinois Department of Revenue tax exempt form.

Malcor Roofing of IL, Inc. / Jason Doran
Name of Bidder

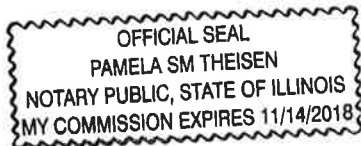
By: Jason Doran

State of ILLINOIS),
County of Kane) ss.

Subscribed and sworn to
before me this 5th day
of October, 2015.

Pamela S M Theisen
Notary Public

JH:cb
Bidders Section II



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Malcor Roofing of Illinois, Inc.

1850 Dean Street
St. Charles, IL 60174

OWNER:

(Name, legal status and address)

City of St. Charles
2 East Main Street
St. Charles, IL 60174

BOND AMOUNT: 10% of Total Amount Bid Not to exceed:Fifteen Thousand and 00/100 Dollars (\$15,000,00)

SURETY:

(Name, legal status and principal place of business)

American Contractors Indemnity Company
601 S. Figueroa Street, Suite 1600
Los Angeles, CA 90017

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.

PROJECT:

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

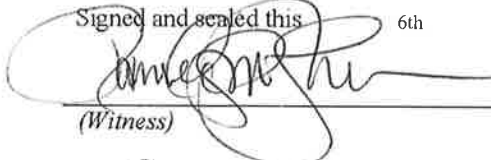
Re-roof; 2 pump stations, St. Charles, IL

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 6th day of October, 2015


(Witness)

Malcor Roofing of Illinois, Inc.
(Principal)  *(Seal)*
(Title) Scott Theisen, President


(Witness)

American Contractors Indemnity Company
(Surety)  *(Seal)*
(Title) Jeremy Crawford, Attorney-In-Fact

Init.

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Jeremy Crawford, Michael D. Williams, William J. Nemece, Tanya Fukushima, William Gerber
or Lisa Jabas of Golden Valley, Minnesota**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Three Million***** Dollars (\$ **3,000,000.00**). This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



By: *[Signature]*
Daniel P. Aguilar, Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature *[Signature]* (Seal)



I, Michael Chalekson, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 6th day of October, 2015

Corporate Seals

Bond No. 1001048124-25
Agency No. 8219

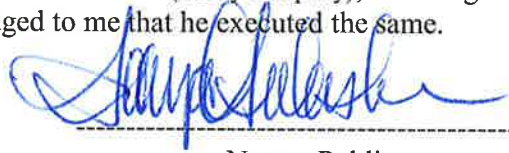


[Signature]
Michael Chalekson, Assistant Secretary

Acknowledgment of Surety

State of Minnesota
County of Hennepin

On this 6th day of October , 2015 before me personally appeared **Jeremy Crawford** who acknowledged that he or she is the attorney in fact who is authorized to sign on behalf of **American Contractors Indemnity Company** (surety company), the foregoing instrument, and he thereupon duly acknowledged to me that he executed the same.



Notary Public

