

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda
Bids and Proposals

TO : President and Village Board of Trustees

FROM : Scott Niehaus, Village Manager

DATE : May 8, 2017 Agenda Date: May 18, 2017

TITLE : HVAC Village Hall Rooftop Unit Replacement FM18-03

SUBMITTED BY: Tom Ellis, Operations Superintendent *TE*

RESULTS:

Date Bids Were N/A Bidding Closed N/A

Total Number of Bids Received 3

Total Number of Bidders Meeting Specifications 3

Bid Security Required	<u>Yes</u>	<u>X</u>	<u>No</u>
Performance Bond Required	<u>Yes</u>	<u>X</u>	<u>No</u>
Were Any Bids Withdrawn	<u>Yes</u>	<u>X</u>	<u>No</u>

Explanation:

Waiver of Bids Requested? X Yes No

If yes, explain:

See attached memo.

Award Recommended to Lowest Responsible Bidder? X Yes No

If no, explain: **See attached memo.**

FISCAL IMPACT:

Amount of Award FY17 \$37,885.00 -430.710.720.75620 FM18-03

BACKGROUND/RECOMMENDATION:

See attached memo.

Has Recommended Bidder Worked for Village Previously	<u>X</u> Yes	<u> </u> No
If yes, was quality of work acceptable	<u>X</u> Yes	<u> </u> No
Was item bid in accordance with Public Act 85-1295?	<u> </u> Yes	<u>X</u> No
Waiver of bids - Public Act 85-1295 does not apply	<u>X</u> Yes	

REVIEW (as needed):

Village Attorney XX _____	Date _____
Finance Director XX _____	Date _____
Village Manager XX _____	Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Board Agenda distribution.



May 8, 2017

TO: Scott Niehaus, Village Manager
THROUGH: Carl Goldsmith, Director of Public Works *CG*
FROM: Tom Ellis, Operations Superintendent *TE*
SUBJECT: Village Hall Rooftop HVAC Replacement Project FM18-03

Background

The rooftop HVAC system at Village Hall is approximately 27 years old. Recent inspections of the unit have identified potential problems due to age and wear of the unit which could lead to its failure. Parts for the unit are no longer available to make repairs. Temporary repairs have been made to keep it operational by sourcing used parts.

The replacement of the rooftop HVAC unit is a capital project for fiscal year 17. Season's Comfort is under contract for the HVAC maintenance for the Village's facilities and has provided a quote for \$37,885.00. Two additional quotes for the work were obtained. Oakbrook Mechanical submitted a quote for \$58,063.00 and Westside Mechanical submitted for \$47,500.00. The Capital Improvement Plan had budgeted \$200,000.00 for this work. Staff is seeking quotes for additional work for the replacement of the Community Room and Board Room HVAC systems. If approved, this work would be completed later in the year.

The installation of a new rooftop unit will improve the reliability and efficiency of the overall Village Hall HVAC system. The new rooftop unit will also have the ability to be wired into the Village Hall's Allerton Computer Control System. This system joins all of the HVAC systems together to help eliminate separate units working against each other.

Recommendation

Staff recommends the approval of the proposal from Season Comfort for the removal and replacement of the rooftop HVAC unit in an amount not to exceed \$37,885.00



Season Comfort, Corp.

107 West 61st Street • Westmont, IL 60559-2617
Telephone: 630/810-1919
Fax: 630/810-0263

Quotation

Date	Quote #
1/13/2017	6246

Customer Name
Village of Lombard Attn: Chrissy-Finance Dept 255 E. Wilson Lombard, IL 60148

Job Name
Village Hall 255 E. Wilson Ave. Lombard, IL 60148

Scope of work	
Location: Village Hall Roof Top Unit Replacement	
We Will Provide Labor and Material to Replace the 2nd Floor Rooftop - Carrier Rooftop Unit.	
We Will Install a New 410A Freon - Carrier Unit, Model # 50A2B027ACM52, on the old curb.	
We Will Connect to Existing Electric, Install New Wiring and Control to Connect to Allerton Control System.	
We Will Startup and Check Operation.	
Helicopter Lift Provided in Quote.	
TOTAL COST.....	\$37,885.00
WARRANTY: One Year Labor Three Years Sealed System	
***Permits and Fees Extra	
<p>THE ABOVE COST IS BASED ON STRAIGHT TIME ONLY, DURING REGULAR BUSINESS HOURS.</p> <p>THE ABOVE PRICE IS FIRM AND WILL REMAIN IN EFFECT FOR 30 DAYS.</p>	

Signature _____



May 1, 2017

Mr. Steve Johnson
Village of Lombard
255 E. Wilson Ave.
Lombard, IL. 60148

RE: 30 Ton Rooftop Replacement

Dear, Steve

Per your request we are pleased to recommend the work detailed below. The price shown includes both labor and materials. The work performed will carry our standard 1-year warranty on labor and the manufacturer's standard warranty (unless otherwise stated). Quotations are valid for (30) thirty days.

Existing unit: Carrier M/N 50EKB030---500CD S/N 2396F11466

- Disconnect electric and control wiring from existing unit
- Recover refrigerant from existing unit as per EPA standards
- Remove and dispose of existing rooftop unit off-site
- Furnish and Install (1) Carrier M/N 50A3B030-NG52AHH 30-ton VAV unit R-410A refrigerant, economizer, domestic BACnet communication card and modulating power exhaust.
- Reconnect the new unit to the existing voltage feed
- Furnish and install a new fused disconnect with fuses
- Provide a 2-5-year compressor (parts only) warranty
- Start-up and test operation

Total costs for the above as listed \$47,500.00

Notes:

- Above Unit meets the 2015 International energy conservation code
- Above Unit has required low leak economizers for 2015 IECC code requirements
- Above unit has economizer fault detection & diagnosis as required for 2015 IECC code requirements
- Above unit is equipped with dual compressors to meet 2015 IECC code requirements
- Crane is included

Excludes:

- Overtime
- Permits and /or fee's
- 115V Convenience outlet
- Connection of unit to Allerton BAS system
- Painting

Scope of work (integrate new RTU into existing Allerton Building automation system)

- Furnish and install low voltage raceway and control wiring for communication
- Furnish and install new space temperature sensor
- Extend wiring from existing duct static pressure transmitter, to new rooftop unit.
- Modify the front-end graphics, and add new rooftop graphic

Total costs for the above as listed \$5,800.00 _____ initial

Note: If duct static pressure transmitter is not operating properly and requires replacement it will be on an additional time and material basis

Excludes:

- Overtime
- Permits and /or fee's

If you would like us to proceed with this work, please sign below and return to my attention at your earliest convenience. This work would be performed during normal service hours Monday through Friday 7:00 a.m. to 3:30 p.m. If you prefer, you may call our office Monday through Friday at (630) 369-6690 or return a signed copy via facsimile to (630) 369-6691. Please also mail a hard copy for our records. Once we have received your authorization, we will order the parts and schedule the repairs. Terms: Net due upon receipt. 2% per month on past due invoices. If it is necessary to use a collection agency to seek payment of your account, you will be responsible for all fees including the collection agency fee (33 1/3%), attorney fees, any court costs and \$20.00 rebilling fee.

Regards,
Westside Mechanical, LLC

Dave Bisone
Sales Engineer

ACCEPTED FOR:
Village of Lombard

BY

TITLE

DATE

PURCHASE ORDER NUMBER



961 S. Route 83, Elmhurst, IL 60126-4993
Phone: 630-941-3555 Fax: 630-941-0294

May 4, 2017

Mr. Steve Johnson
Village of Lombard
Public Works Department
255 E. Wilson Avenue
Lombard, IL 60148-3926

Re: Replace 30-ton Carrier RTU
Quote #: 00001

Dear Steve,

Oak Brook Mechanical Services, Inc. (OMS) is pleased to present our proposal for the above-referenced work per the following scope.

SCOPE OF WORK

1. Recover refrigerant from the existing Carrier 30-ton RTU being replaced.
2. Disconnect all utilities and remove unit from the roof with a crane provided by OMS.
3. Set one (1) new JCI m/n V3E422ABD2A3ABEDA1 Millenium 30-ton electric heating/cooling packaged rooftop HVAC unit (see attached submittal) upon one (1) new curb adapter that will set on the existing rooftop unit's equipment curb.
4. Reconnect electrical power and control wiring.
5. Remove old unit and debris from site.
6. Start-up.

The price for this work is _____ **(\$58,063.00)**
(FIFTY-EIGHT-THOUSAND, SIXTY-THREE _____ **dollars & 00/100)**

Exclusions and Qualifications:

1. All work to be performed during normal working hours that are Monday through Friday from 7:00 am to 3:30 pm excluding holidays unless otherwise specified within this proposal. Work required beyond normal working hours will incur a premium time labor charge unless other provisions have been agreed upon.
2. Permits and permit drawings are not included.
3. Structural engineering is not included.
4. Payment terms are net 30 days.
5. Pricing does not include asbestos abatement or testing of any kind.
6. Does not include any special control wiring interface with an existing BAS (Building Automation System).
7. Sales tax is not included.
8. All freight and shipping to site has been included unless noted otherwise.
9. Adequate access to all work areas will be required.
10. Any work found necessary other than what is outlined and approved within this proposal will be completed on a time and material or quoted basis and invoiced accordingly.



961 S. Route 83, Elmhurst, IL 60126-4993
Phone: 630-941-3555 Fax: 630-941-0294

Exclusions and Qualifications - continued:

- 11. This proposal shall remain valid for 30 days.
- 12. Prices are subject to OMS Terms and Conditions attached.

Thank you for the opportunity to submit our proposal and we look forward to your consideration towards providing our services.

Sincerely,
OMS Mechanical Services, Inc.

A handwritten signature in cursive script that reads 'Bill Paszek'.

Bill Paszek
Service Sales Engineer

CUSTOMER AUTHORIZATION

Authorized Signature

Date

Printed Name/Title

Purchase Order Number

Terms and Conditions

(1) **OFFER AND ACCEPTANCE:** Oak Brook Mechanical Services, Inc. (OMS) offers to sell the materials, equipment and services indicated in strict accordance with the terms and conditions stated herein. Submittal of a Purchase Order or execution of this offer by Buyer, or allowing OMS to commence work shall be deemed an acceptance of this offer, which offer and acceptance shall constitute a legally enforceable contract between Buyer and OMS. Any additional or differing terms and conditions contained on Buyer's Purchase Order (whether or not such terms materially alter this offer) are hereby rejected by OMS and shall not become part of the contract between Buyer and OMS unless expressly consented to in writing by OMS.

(2) **TERMS:** Terms of payment for goods shipped and/or services rendered hereunder shall be NET thirty (30) days of INVOICE. OMS reserves the right to add to any account outstanding more than thirty (30) days a charge of one and one-half (1½%) percent of the principal amount due at the end of each thirty (30) day period.

(3) **INVOICING:** OMS reserves the right to issue partial or complete INVOICES as material is furnished and as services are rendered.

(4) **PERFORMANCE:** OMS shall not be liable for failure to ship or delays in delivery of equipment or performance of services hereunder where such failure or delay is due to the disapproval by OMS Accounting Department, or due to strikes, fires, accidents, national emergency, failure to secure materials from the usual sources of supply, acts of God, or any other circumstances beyond the control of OMS, whether of the class of causes enumerated above or not, which shall prevent OMS from making deliveries or performing services in the usual course of business. In the event of the disapproval of the OMS Accounting Department or the occurrence of any of the above, OMS may, at its sole option, cancel Buyer's Purchase Order without any liability on the part of OMS. Alternatively, OMS may extend the time for its performance by a period equal to the duration of the cause underlying OMS' failure or delay. Receipt of the equipment or services by Buyer upon its delivery shall constitute a waiver of all claims for delay.

(5) **TAXES:** Prices quoted are exclusive of taxes. The amount of any present or and future occupation, sales, use, service, excise or other similar tax which OMS shall be liable for either on its own behalf or on behalf of the Buyer, with respect to any orders for machinery or services, shall be paid by the Buyer in addition to the stated price, or in lieu thereof, the customer shall provide OMS with a Tax Exemption Certificate acceptable to the taxing authorities.

(6) **WARRANTY:** OMS guarantees service work and all materials provided for service work against defects in workmanship and material for 30 days from date of completion of the work and will repair or replace F.O.B. point of manufacture or shipment such products or components as OMS finds defective. This warranty does not include the cost of labor to remove or reinstall any defective components, nor does this warranty include cost of handling, shipping, or transportation involved in supplying replacement for defective components. This warranty does not include the replacement of refrigerant lost from the system after completion of the work. On machinery and materials furnished by OMS, OMS will extend the same guarantee it receives from the manufacturer. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused in any way.

THE WARRANTY AND LIABILITY SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES. EXPRESS OR IMPLIED, IN LAW OR IN ACT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES CONTAINED HEREIN SET FORTH BUYERS SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS.

(7) **LIMITATION OF LIABILITY:** All claims, causes of action or legal action or legal proceedings against OMS arising from OMS' performance under this contract must be commenced by Buyer within the express warranty period specified under Paragraph 6 hereof. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by Buyer.

IN NO EVENT SHALL OMS' LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY AMS FROM BUYER UNDER THE INSTANT CONTRACT NOR SHALL OMS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CASES OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT WARRANTY, TORT OR STRICT LIABILITY.

(8) **DELIVERY:** Shipping dates are approximate only. No shipping date requested or specified by Buyer will be binding on OMS unless such request or specification is specifically agreed to in writing by an officer of OMS.

(9) **CANCELLATION:** OMS reserves the right to collect cancellation charges including but not limited to all costs and expenses incurred, plus reasonable overhead and profit against any cancelled order.

(10) **DISPUTES AND CHOICE OF LAWS:** This contract shall be deemed to have been entered into and shall be governed by the laws of the State of Illinois. All claims, disputes and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be Chicago, Illinois, unless another site is mutually agreed between the parties. The parties agree that any party to the arbitration shall be entitled to discovery of the other party as provided by the Federal Rules of Civil Procedure: provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association.

(11) **COSTS TO OMS:** In the event it becomes necessary for OMS to incur any costs or expenses in the collection of monies due to OMS from Buyer, or to enforce any of its rights or privileges hereunder, Buyer, upon demand, shall reimburse OMS for all such costs and expenses (including, but not limited to, reasonable attorney's fees)

(12) **ENTIRE AGREEMENT:** These terms and conditions, and the matter set forth on the face of OMS' offer to sell, constitute the entire agreement between OMS and Buyer. No course of dealings or performance, or prior, concurrent or subsequent understandings, agreements or representations become part of this contract unless expressly agreed to in writing by an authorized representative of OMS.

(13) **ASSIGNMENT:** Buyer shall not assign this contract or any interest therein without the prior written consent of OMS. Any actual or attempted assignment without OMS' consent shall entitle OMS at its sole option, to cancel this contract and, in such event, OMS shall be entitled to payment for all work performed and materials furnished to the date of cancellation, as well as reasonable compensation for lost income and profits.

(14) OMS shall not be required to identify, detect, encapsulate or remove asbestos, or products or material containing asbestos or similar hazardous substances.