

**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: David Hulseberg, Village Manager

DATE: March 27, 2012 AGENDA DATE: April 5, 2012

TITLE: Bid Opening For: Purchase of Back-up Generator  
 (Lift Station Improvements-Phase 2, Finley Road Station)

SUBMITTED BY: David A. Dratnol, P.E., Village Engineer *DD*

**RESULTS:**

Date Bids Were Published N/A Bidding Closed 3/23/12

Total Number of Bids Received 1

Total Number of Bidders Meeting Specifications 1

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Were Any Bids Withdrawn	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

Explanation:

Waiver of Bids Requested?	<u>          </u> <u>X</u> Yes	<u>          </u> No
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If yes, explain: See Memo

Award Recommended to Lowest Responsible Bidder?	<u>          </u> <u>X</u> Yes	<u>          </u> No
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If no, explain:

**FISCAL IMPACT:**

Engineer's estimate/budget estimate \$48,000 / \$62,000

Amount of Award \$32,609.00

Finance Project Number: 1132

**BACKGROUND/RECOMMENDATION:**

Has Recommended Bidder Worked for Village Previously	<u>          </u> <u>X</u> Yes	<u>          </u> No
If yes, was quality of work acceptable	<u>          </u> <u>X</u> Yes	<u>          </u> No
Was item bid in accordance with Public Act 85-1295?	<u>          </u> Yes	<u>          </u> <u>X</u> No
Waiver of bids - Public Act 85-1295 does not apply	<u>          </u> <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 4:30 pm, Wednesday, prior to the Board Agenda distribution.**

## InterOffice Memo



**To:** David Hulseberg, Village Manager  
**From:** David A. Dratnol, P.E., Village Engineer *DAD*  
**Date:** March 27, 2012  
**Through:** Carl Goldsmith, Director of Public Works *CSG by DAF*  
**Subject:** Lift Station Improvements – Phase 2  
 Project Number: SAN-11-03B  
 Purchase of Back-up Generator

To expedite construction of the above project, the Public Works Department requests authorization to waive bids and to directly purchase one back-up generator for the Finley Road station from Cummins NPower. Cummins NPower is the selected sole source provider of back-up generators for Pump/Lift Stations.

The reason for purchasing the generator in advance is to expedite both the shop drawing review and ordering process. Also, the lead time can be shortened by eliminating the period of time needed to prepare final plans, bid the work and receive formal Village Board approval of the construction/installation contract.

The bid proposal was received and opened at 4:00 P.M. on March 23, 2012.

The results are listed below:

Company	TOTAL
Cummins NPower	\$32,609.00
Engineer's Estimate	\$48,000.00

Cummins NPower has recently supplied the Village with three generators (Olde Towne, Cambria and Elizabeth /Morris) under the Lift Station Improvements - Phase 1 project and has performed satisfactorily on other previous contracts. The Engineering Division recommends the award of this contract to Cummins NPower.

Public Works will solicit proposals from four to five selected contractors for the installation of said material. A request of a waiver of bids for the installation of materials, purchased by the Village (for the Finley Road and Charles Lane Stations) will be made at one of the May meetings of the Board of Trustees.

## VILLAGE OF LOMBARD

### CONTRACT DOCUMENT NUMBER SAN-11-03B

This agreement is made this 5<sup>th</sup> day of April, 2012 between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and Cummins NPower LLC hereinafter to as (the "Contractor") and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the contract documents:

*The supply and delivery of an 85 KW natural gas generator and spare parts to the Village of Lombard, as further described within the Contract Document for the Purchase of a Back-up Generator for the Finley Road Station.*

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
  - a. Specification and contract document no. SAN-11-03B for the Purchase of a Back-up Generator for the Finley Road Station, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Invitation to Bid on Contract Document No.SAN-11-03B
    - iv) General Terms, Conditions
    - v) Specific Terms, Conditions and Instructions
    - vi) Proposal Form
    - vii) Specification Deviation Form
  - b. The Contractor's Proposal Dated March 23, 2012
  - c. Required Certificate of Insurance
  - d. Addendum #1 dated March 22, 2012
2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this contract the total sum of \$32,609.00 paid in accordance with the provisions of the Local Government Prompt Payment Act.

3. The Contractor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
4. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project within 49 calendar days from the date of the Notice to Proceed. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation.
5. The Contractor will warranty the supplied equipment for two (2) years from the date of issuance of the final payment by the Village.
6. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
8. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by William J. Mueller, Village President, and the Contractor have hereunto set their hands this 5<sup>th</sup> day of April, 2012.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Individual or Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

\_\_\_\_\_  
By Position/Title

\_\_\_\_\_  
By Position/Title

\_\_\_\_\_  
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 5<sup>th</sup> day of April 2012.

\_\_\_\_\_  
William J. Mueller  
Village President

Attest:

\_\_\_\_\_  
Brigitte O'Brien  
Village Clerk