

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 : November 11, 2020 Agenda Date: November 19, 2020
TITLE : Village Hall A/C Condenser Replacement FM20-09

SUBMITTED BY: Tom Ellis, Operations Superintendent *TE*

RESULTS:

Date Bids Were N/A Bidding Closed N/A

Total Number of Bids Received 2

Total Number of Bidders Meeting Specifications 2

Bid Security Required Yes X No

Performance Bond Required Yes X No

Were Any Bids Withdrawn Yes X No

Explanation:

Waiver of Bids Requested? X Yes No

If yes, explain:

See attached memo.

Award Recommended to Lowest Responsible Bidder? X Yes No

Responsible Bidder?

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

FISCAL IMPACT:

Amount of Award FY20 \$59,850.00 -430.710.720.75620 FM20-09

BACKGROUND/RECOMMENDATION:

See attached memo.

Has Recommended Bidder Worked for Village Previously X Yes No

If yes, was quality of work acceptable X Yes No

Was item bid in accordance with Public Act 85-1295? Yes X No

Waiver of bids - Public Act 85-1295 does not apply X 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.



November 11, 2020

TO: Scott Niehaus, Village Manager
THROUGH: Carl Goldsmith, Director of Public Works *g*
FROM: Tom Ellis, Operations Superintendent *TE*
SUBJECT: Village Hall A/C Condenser Replacement Project FM20-09

Background

The A/C condenser 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 A/C condenser unit is a capital project for fiscal year 2020. Season's Comfort is under contract for the HVAC maintenance for the Village's facilities and has provided a quote for \$59,850.00. One additional quote for the work were obtained. Oakbrook Mechanical submitted a quote for \$99,979.00. Staff requested proposals from two additional HVAC contractors, Westside Mechanical and State Mechanical, and declined to submit a proposal. The Capital Improvement Plan had budgeted \$60,000.00 for this work. If approved, this work has a 4 to 6 week lead time and would be completed later in the year or early January.

The installation of a new A/C unit will improve the reliability and efficiency of the overall Village Hall HVAC system. The new A/C unit will also could be wired into the Village Hall's Allerton Computer Control System. This system joins all 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 A/C condenser unit in an amount not to exceed \$59,850.00

Lombard Village Hall

Replacement of the AC Unit for AHU #3

- 01) Reclaim the old refrigerant (R22).
- 02) Remove the old condenser unit, the evaporator coil, all associated piping, strainers, sight-glasses, TXV's, etc.
- 03) Install the new condenser unit (R-410A), including the compressor(s), outside at rear of the building in the fenced-in area, where the old unit is currently located. AC Tonnage to be the same as the old unit.
- 04) Install a new exterior electrical disconnect, properly sized for the new equipment, along with any upgrades needed in wire sizing, or for other disconnects or fuses, as necessary for the new equipment.
- 05) Remove the old OA dampers and cut the ductwork as needed to allow the new evaporator coil to be installed inside AHU #3.
- 06) Install the new evaporator.
- 07) Install the new piping, the TXV's, the strainers, the sight-glasses, etc.
- 08) Insulate the new piping, exterior and interior.
- 09) Install new OA dampers and repair the ductwork. Reusing the existing damper motors is acceptable.
- 10) Double evacuate the new system, purging with nitrogen after first evacuation, and then properly charge the new unit with refrigerant.
- 11) Connect the existing Johnson Controls computer controller to the new equipment and verify that the new system is working properly, including the new OA dampers.
- 12) Haul away all debris, old parts, equipment, and piping, etc.

Fm 20-09

Quotation



Season Comfort, Corp.

107 West 61st Street • Westmont, IL 60559-2617

Telephone: 630/810-1919

Fax: 630/810-0263

Date	Quote #
10/30/2020	7879

Customer Name
Village of Lombard 255 E. Wilson Lombard, IL 60148

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

Scope of work
<p>Quote 7879 (Revised from Quote 7177 (02-13-2019)) Location: Village Hall Lower Level - A/C Replacement</p> <p>We Will Provide Labor and Material to Remove Existing Carrier Split System along with Copper Piping and Evaporator Coil in Lower Level Air Handler.</p> <p>We Will Provide Crane Lift to Remove Old, and Install a Carrier, Model # 38AP5040 Condenser and Install Split DX Evaporator.</p> <p>We Will Revise Electric. Installing New Service Disconnect.</p> <p>We Will Install New Driers and Sight Glasses.</p> <p>We Will Startup and Check Operation.</p> <p>We Will Install New Outside Air Dampers and Revise Ductwork.</p> <p>Also Included: Connect to Johnson Control System for Building.</p> <p>TOTAL COST.....\$59,850.00</p> <p>WARRANTY: One Year labor Five Years Part's and Compressor</p> <p>**Permit's and Fee's Extra</p> <p>**3-4 Week Lead Time</p> <p>We Will Haul Away Old Equipment.</p> <p style="text-align: center;">THE ABOVE COST IS BASED ON STRAIGHT TIME ONLY, DURING REGULAR BUSINESS HOURS.</p> <p style="text-align: center;">THE ABOVE PRICE IS FIRM AND WILL REMAIN IN EFFECT FOR 30 DAYS.</p>

Signature _____



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

November 10, 2020

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

Re: Replacement of the Carrier 40-ton Condensing Unit for AHU #3
Quote #: 01256

Dear Steve,

Per your written spec for the above-reference project, 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 the R-22 refrigerant from the existing Carrier m/n 38AKS044-500, s/n 1796F03518 40-ton air-cooled condensing unit located on the west side of the building.
2. Disconnect and remove the condensing unit, the evaporator coil in AHU #3, all associated copper refrigerant piping, driers, sight-glasses, TVVs, etc. and remove from the premises.
3. Furnish and install one (1) Carrier m/n 38APS0405H-22124 40-ton air-cooled condensing unit in the same location where the existing unit is located.
4. Includes all electrical work plus installation of one (1) new electrical disconnect switch in the same location as existing disconnect.
5. Remove the existing O.A. dampers and open the existing ductwork as required as this will be the access point for removal of the existing evaporator coil and also the new evaporator coils as there will be two (2) coils.
6. Includes all new refrigerant piping, refrigeration specialties, valves and fittings routed from the new coils to the new condensing unit.
7. Insulate all new suction line piping.
8. Includes new O.A. dampers and actuators installed in the same location as existing.
9. Double evacuation of new system purging with nitrogen after first evacuation and then charge with new R-410a refrigerant on a warm day with load in the building.
10. Start-up.
11. One (1) year parts and labor warranty plus any manufacturer's extended warranties that might apply.

The price for this work is: **(\$99,979.00)**
(NINETY-NINE-THOUSAND, NINE-HUNDRED, SEVENTY-NINE dollars & _____ 00/100)

TERMS: 50% down payment and 50% due upon completion.

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. 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.
3. Adequate access to all work areas will be required.
4. Permits and permit drawings are not included.



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Exclusions and Qualifications - CONTINUED

- 5. Structural engineering is not included.
- 6. Does not include any JCI BAS control wiring or integration of the existing BAS.
- 7. Pricing does not include asbestos abatement or testing of any kind.
- 8. Painting of any type i.e., on piping, equipment, etc., patching and/or redecorating is not included.
- 9. Additional fees charged for payments to OMS not limited to credit cards are not included.
- 10. All freight and shipping to site has been included unless noted otherwise.
- 11. All applicable sales tax has **NOT** been included.
- 12. Payment terms are net 30 days.
- 13. This proposal shall remain valid for 30 days.
- 14. 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.

Bill Paszek
Service Sales Engineer

CUSTOMER AUTHORIZATION

Authorized Signature

Date

Printed Name/Title

Purchase Order Number

Terms and Conditions

<p>(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.</p> <p>(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.</p> <p>(3) INVOICING: OMS reserves the right to issue partial or complete INVOICES as material is furnished and as services are rendered.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>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.</p>	<p>(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.</p> <p>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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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)</p> <p>(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 of representations become part of this contract unless expressly agreed to in writing by an authorized representative of OMS.</p> <p>(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.</p> <p>(14) OMS shall not be required to identify, detect, encapsulate or remove asbestos, or products or material containing asbestos or similar hazardous substances.</p>
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