

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 A. Hulseberg, Village Manager  
DATE : December 18, 2009 Agenda Date January 7, 2010  
TITLE : Olde Towne Lift Station Conduit - Bid Waiver  
SUBMITTED BY: Angela M. Podesta, Utilities Superintendent *AMP*

RESULTS:

Date Bids Were Published \_\_\_\_\_ Bidding Closed \_\_\_\_\_  
Total Number of Bids Received \_\_\_\_\_  
Total Number of Bidders Meeting Specifications \_\_\_\_\_  
Bid Security Required \_\_\_\_\_ Yes \_\_\_\_\_ No  
Performance Bond Required \_\_\_\_\_ Yes \_\_\_\_\_ No  
Were Any Bids Withdrawn \_\_\_\_\_ Yes \_\_\_\_\_ No  
Explanation:  
Waiver of Bids Requested? \_\_\_\_\_ X Yes \_\_\_\_\_ No  
If yes, explain:  
Award Recommended to Lowest \_\_\_\_\_ Yes \_\_\_\_\_ No  
Responsible Bidder?  
If no, explain: Purchase from manufacturer's authorized distributor.

FISCAL IMPACT:

Engineer's estimate/budget estimate \$30,000.00  
Amount of Award \$30,000.00

BACKGROUND/RECOMMENDATION:

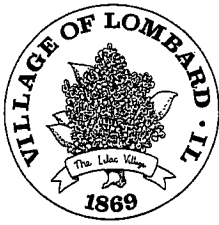
Waive bids and award a contract to Okeh Electric for labor and materials to install electrical conduits at the Olde Towne Lift Station in an amount not to exceed \$30,000.00.

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 4:30 pm, Wednesday, prior to the Board Agenda distribution.



## MEMORANDUM

**To:** David A. Hulseberg, Village Manager  
**From:** Angela M. Podesta, Utilities Superintendent *AMP*  
**Through:** Carl S. Goldsmith, Director of Public Works *CS*  
**Date:** December 17, 2009  
**Subject:** Olde Towne Lift Station Conduit Replacement

### Background

The Olde Towne Lift Station was built in 1997 as part of the Olde Towne Project to facilitate the separation of combined sewers. Initially the lift station was sized to serve the area west of Main Street, knowing that when the Olde Towne East Project east of Main Street was completed, the lift station would have to be retrofitted with larger pumps. The IEPA permit for the lift station was issued for the higher capacity pumps.

There are several components to this lift station upgrade and they are being installed independently of each other to keep the lift station operational at all times.

- A 20" valve was installed on the inlet pipe to enable the wet well to be isolated so crews can work in the wet well.
- The control panel needs to be upgraded to accommodate the larger pumps.
- New conduit needs to be installed from the wet well to the new control panel.
- New pumps will be installed.

The Village obtained two (2) proposals for labor and materials to install the necessary conduits from the wet well to the new control panel. The Flolo Corporation quoted \$52,863.00 and Okeh Electric quoted \$30,000.00. Okeh Electric has performed satisfactory work on past water and sewer projects, most recently the South Booster Station Project. This project is being funded by the Water & Sewer Capital Reserve Fund.

### Recommendation

Please request the Board of Trustees to waive bids and award a contract in an amount not to exceed \$30,000.00 for labor and materials to install conduit for the Olde Towne Lift Station to the Okeh Electric Company of Arlington Heights, IL at their January 7, 2010 meeting.



# VILLAGE OF LOMBARD

## CONTRACT DOCUMENT

This agreement is made this 7<sup>th</sup> day of January, 2010, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (\_\_\_\_\_) hereinafter referred to as (the "Contractor").

Witnesseth That in consideration of the mutual promises of the parties delineated in the Contract Documents, and herein, the Contractor agrees to sell and install and the Village agrees to pay for the following described items and the installation of the same as set forth in the Contract Documents:

Labor and material to replace conduit at the Olde Towne Lift Station in an amount not to exceed \$30,000.00

1. This Contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
  - a. The Contractor's Quotation Dated December 18, 2009
  - b. Required Certificate of Insurance
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 \$30,000.00 paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.
3. Risk of loss, destruction or damage of or to goods under this Contract shall be on contractor until installation and acceptance of the goods by the Village.
4. Contractor shall not delegate the duties involved in the performance of the installation services which are the subject matter of this Contract without the written approval of the Village.
5. The Contractor represents and warrants that it will comply with all applicable Federal, State and local laws concerning prevailing wage rates regarding installation services provided under this Contract and all Federal, state and local laws concerning equal employment opportunities.
6. The Contractor shall deliver the goods under this Contract by April 1, 2010, and shall complete installation by May 1, 2010. 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.

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.
9. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by William J. Mueller, Village President, and the Contractor have hereunto set their hands this 7<sup>th</sup> day of January, 2010.

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 7<sup>th</sup> day of January, 2010.

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

Attest:

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