

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. Huiseberg, Village Manager

DATE : August 7, 2009
Agenda Date August 20, 2009

TITLE : Waiver of Bids - John Neri Construction Company
Pump Station Valve Replacement

SUBMITTED BY: Angela M. Podesta, Utilities Superintendent *AMR*

RESULTS:

Date Bids Were Published _____
 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 Were Any Bids Withdrawn Yes _____ No _____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? Yes X No _____
 If yes, explain:
 Award Recommended to Lowest Yes _____ No _____
 Responsible Bidder? _____
 If no, explain:

FISCAL IMPACT:

Engineer's estimate/budget estimate \$30,350.00
 Amount of Award \$30,350.00

BACKGROUND/RECOMMENDATION:

Waive bids and award a contract to furnish/install a 20" valve at the Olde Towne Lift Station & install a 84" valve at the Rt. 53 Stormwater Pump Station in an amount not to exceed \$30,350

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? X Yes _____ No _____
 Waiver of bids - Public Act 85-1295 does not apply X Yes _____ No _____

REVIEW (as needed):

Village Attorney XX _____ Date _____
 Finance Director XX *[Signature]* Date 8/6/09
 Village Manager XX _____ Date _____



MEMORANDUM

To: David A. Hulseberg, Village Manager
From: Angela M. Podesta, Utilities Superintendent *AMP*
Through: Carl S. Goldsmith, Director of Public Works *CS*
Date: August 7, 2009
Subject: Pump Station Valve Replacement – Bid Waiver

Background

The Department of Public Works solicited quotations for the removal and replacement of a 20" valve at the Olde Towne Lift Station and the installation of an 84" valve at the Rt. 53 Stormwater Pump Station.

The 20" valve on the incoming sanitary sewer main at the Olde Towne Lift Station is inoperable. The valve is 17 ft deep and the Village does not have the capability to repair and/or replace a valve of this size or depth. This valve is needed to isolate the lift station so that repairs scheduled for the current fiscal year to the pumps and associated piping in the wet well can be performed. The Contractor will furnish and install the 20" valve.

The 84" valve will be installed on the incoming storm sewer at the Rt. 53 Stormwater Pump Station in order to divert flow. Staff currently uses sand bags and other means to divert the flow during semi-annual cleaning operations. The sand bags are lowered approximately 15 feet into the wet well and staff moves them by hand into place which has created safety concerns. The gate on the valve will be removed during normal operation. This is a specialty valve that the Village is purchasing directly from the manufacturer at a cost of approximately \$8,000.00. The Village is only contracting for the labor to install this valve because of the size and the specialized tools required to install it.

Staff received quotes from three companies. The quotes included furnishing the 20" valve and the labor to install the 20" valve and the 84" valve. The quotes are as follows:

| Company | Cost |
|---------------------------------|-------------|
| John Neri Company, Addison, IL | \$30,350.00 |
| Genco Industries, Crestwood, IL | \$38,650.00 |
| Skirrmont Mechanical, Elgin, IL | \$34,938.00 |

Recommendation

I am recommending the Board of Trustees waive bids and award a contract to John Neri Construction of Addison, IL, in an amount not to exceed \$30,350.00 for furnishing and installing a 20" valve at the Olde Towne Lift Station and installing an 84" valve supplied by the Village at the Rt. 53 Stormwater Pump Station. Please submit this recommendation to the Board of Trustees for their approval at the August 20, 2009 meeting.

VILLAGE OF LOMBARD

CONTRACT DOCUMENT

This agreement is made this 20th day of August, 2009, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and John Neri Construction 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:

Furnish and install a 20" valve at the Olde Towne Lift Station & install a 84" valve supplied by the Village at the Rt. 53 Stormwater Pump Station for an amount not to exceed \$30,350

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 Bid Proposal Dated July 24, 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 an amount not to exceed \$30,350.00 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 December 1, 2009, and shall complete installation by December 1, 2009. 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 20th day of August, 2009.

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 20th day of August, 2009.

William J. Mueller
Village President

Attest:

Brigitte O'Brien
Village Clerk