


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 Neihaus, Village Manager
DATE : October 14, 2019 Agenda Date October 17, 2019
TITLE : Waiver of Bids -Police Department Generator Project FM19-06
SUBMITTED BY: Tom Ellis, Operations Superintendent 

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Were Any Bids Withdrawn _____ Yes _____ No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: Purchase is directly from manufacturer.
Award Recommended to Lowest _____ Yes _____ No
Responsible Bidder?
If no, explain:

FISCAL IMPACT:

Police Department: Budget Estimate \$150,000.00 Amount of Award \$138,042.00
Capital Reserve Fund: 430.710.720.75420 - \$111,265.00 , 430.710.725.75420 - \$26,777.00
Proj: FM 19 06

BACKGROUND/RECOMMENDATION:

Waive bids and award a contract to Omega Electric for the removal of the existing generator and installation of one new generator.

Has Recommended Bidder Worked for Village Previously X Yes ___ No
If yes, was quality of work acceptable X Yes ___ No

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: Scott Niehaus, Village Manager

Through: Carl S. Goldsmith, Director of Public Works *g*

From: Tom Ellis, Operations Superintendent, Public Works *TE*

Date: October 14, 2019

Subject: Police Dept. Generator Improvement FM19-06

The Village of Lombard originally opened bids for this project in conjunction with the Charles Lane lift station generator project on September 10, 2019. At that time, one bid was submitted for consideration By Homestead Electric. The Homestead bid for \$186,598.00 was rejected at the September 19, 2019 board meeting and staff was directed to solicit proposals from additional, qualified contractors. Staff received proposals for the Police Department generator improvement project on October 14, 2019. The lowest responsible proposal was received from Omega Electric Company, Inc. Elk Grove Village, IL. This project had \$150,000.00 budgeted in the Capital Improvement Fund, however after getting the proposal, the forecast cost for the project was raised to \$216,777.00. Earlier this year, the Village Board approved the purchase of the generator for \$78,735.00. The balance to install the generator is \$138,042.00. The Village saved approximately \$48,556.00 in the proposal solicitation process.

This project will include removal of the existing generator that is inside the building and the installation of a new generator outside the building freeing up space in the garage for police storage.

The Village accepted two proposals for the construction of this project and the results are below;

<u>Contractor</u>	<u>Total Bid Price</u>
Omega Electrical Co. Inc. Elk Grove Village, IL	\$138,042.00
Homestead Electric 40732 N IL Route 83 Anitoch, IL	\$160,501.00

Staff recommends approving the contract with Omega Electric Company, Inc. in an amount not to exceed \$138,042.00.

Please present this item to the Board of Trustees at the October 17, 2019 meeting for their approval.



VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER FM 19 06

This agreement is made this 17th day of October, 2019, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and OMEGA ELECTRIC CO. INC. (hereinafter referred to as the "Contractor") and their respective 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:

Replacement, preparation for salvage, and start-up of a new back-up generator for the Lombard Police Station as described in the documents prepared by Christopher B. Burke Engineering LTD of Rosemont, Illinois for the sum of \$138,042.00

1. This contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
 - a. Contract Document Number FM 19 06 for Police Station Generator Replacement, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Bid Requirements
 - iv) General Provisions
 - v) Special Provisions
 - vi) Proposal Forms
 - vii) Appendices A - G
 - viii) Plans Set
 - b. The Contractor's Bid Proposal Dated: October 14, 2019
 - c. Required Performance and Payment Bonds and Certificate(s) of Insurance
 - d. Executed Bidder's Certification Form.
2. The Village agrees to pay, and the Contractor agrees to accept as full payment the amount as shown on the Contractor's Bid Proposal, which is made a part hereof, subject to such additions and deletions as agreed to by the parties hereto.
3. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work under this contract by May 15, 2020. Time is of the essence in regard to this Contract, and the Contractor agrees to achieve completion within the time permitted by all proper and appropriate means including working overtime without additional compensation.
4. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment to the Contractor under 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 each. This statement must be made under oath or be verified by

affidavit. The Village shall not issue final payment nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.

- 5. 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, and the Contractor have each hereunto caused this Contract to be executed by their respective duly authorized representatives this 17th day of October 2019.

If an individual or partnership, the individual or all partners shall sign or, if a corporation, an officer(s) duly authorized shall sign.

OMEGA ELECTRIC CO. INC.

Print Company Name

Individual or Partnership _____ Corporation _____

Accepted this _____ day of _____, 2019.

By _____

Position/Title

By _____

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 17th day of October, 2019.

Keith Giagnorio, Village President

Attest:

Sharon Kuderna, Village Clerk

VILLAGE OF LOMBARD CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we OMEGA ELECTRIC CO. INC., a company organized under the laws of the State of ILLINOIS and licensed to do business in the State of Illinois as Principal and _____, a corporation organized and existing under the laws of the State of ILLINOIS, with authority to do business in the State of Illinois, as Surety, are now held and firmly bound unto the Village of Lombard, State of Illinois in the penal sum of ONE HUNDRED THIRTY EIGHT THOUSAND, FORTY TWO dollars (\$ 138,042.00) lawful money of the United States, well and truly to be paid unto said Village for the payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas the said Principal has entered into a written contract with the Village of Lombard, acting through the President and Board of Trustees of said Village, dated October 17 ,2019, for the construction of the work designated:

Police Station Generator Replacement (FM 19-06)

in Lombard, Illinois, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, and has further agreed to guaranty and maintain said work for a one (1) year period following final payment to such Principal, and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation from whom any such labor, materials, apparatus, fixtures or machinery was so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then upon the final payment by the Village to said Principal under said contract, the amount of this bond shall be reduced to ten percent (10%) of the amount set forth on the first page hereof for a period of one (1) year; otherwise to remain in full force and effect.

NOW, THEREFORE, if the said Principal shall well and truly perform said guaranty and maintenance work in accordance with the terms of said contract for said one (1) year period after final payment and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of performing such guaranty and maintenance work and shall commence and complete the guaranty and maintenance work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such guaranty and maintenance work during the time of the performance thereof and until the said guaranty and maintenance work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

APPROVED this 17th day of
October ____, 2019.

IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this
____ day of _____, 2019.

VILLAGE OF LOMBARD

PRINCIPAL:

BY: _____
Keith Giagnorio, Village President

BY: _____

ATTEST:

Sharon Kuderna, Village Clerk

ATTEST:

SURETY: _____

BY: _____
(Title)

BY: _____
Attorney in Fact

BY: _____

(SEAL)



VILLAGE OF LOMBARD CONTRACTOR'S CERTIFICATION

_____, having been first duly sworn depose and states as follows:
(Officer or Owner of Company)

OMEGA ELECTRIC CO. INC., having submitted a proposal for:
(Name of Company)

Police Station Generator Replacement (FM 19-06) to the Village of Lombard, hereby certifies that said Contractor:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate revenue Act; or
 - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that _____
(Name of employee/driver or "all employee drivers")
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

By: _____
Authorized Agent of Contractor

Subscribed and sworn to
before me this _____
day of _____, 2019.

Notary Public