

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 : April 12, 2016 Agenda Date April 21, 2016

TITLE : Waiver of Bids - Cummins NPower
 North Broadway Interim Pump Station Generator

SUBMITTED BY: Brian M. Jack, Utilities 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Were Any Bids Withdrawn _____ Yes _____ No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:

Engineer's estimate/budget estimate \$115,000.00 Amount of Award \$99,827.00

Water & Sewer Capital Reserve Fund: 520.790.715.75420 Proj: SS 15 01 Construction

BACKGROUND/RECOMMENDATION:

Waive bids and award a contract to Cummins NPower for the purchase of one (1) generator for North Broadway Interim Pump Station in an amount not to exceed \$100,000.00.

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: Scott Niehaus, Village Manager *Bn*
From: Brian Jack, Utilities Superintendent
Through: Carl S. Goldsmith, Director of Public Works *CJ*
Date: April 11, 2016
Subject: **Waiver of Bids - Cummins NPower
North Broadway Interim Pump Station Generator**

Background

The Department of Public Works is recommending that a permanent on-site generator be installed at the site of the new North Broadway Interim Pumping Station located at the intersection of North Broadway and Fairfield Avenue. The generator will reside on the south side of North Broadway and be situated along the Illinois Prairie path and be used to power the new storm water pumping station in the event of an electrical power outage.

The Village has standardized on the Cummins generators and has acquired multiple Cummins generators throughout the course of the lift station modernization project that has been underway since 2001. The generators have performed satisfactorily and Cummins has provided adequate support for the equipment. The Fleet Services staff has attended training to maintain the Cummins generators and it is more efficient for them to specialize in maintaining one manufacturer rather than multiple types of generators.

Cummins has provided a price that includes the generator in a sound attenuated enclosure, automatic transfer switch and delivery. The cost for a 500 kilowatt (kW) diesel powered generator for the North Broadway Interim Pumping Station site is \$99,827.00. The quote from Cummins does not include installation. The installation for the generator will be bid under a separate contract for the project. By purchasing the generator outright, the Village is saving approximately 15% (or \$15,000) and avoiding contractor markup. Scheduling and coordination of the delivery will be handled by the Village's consultant for the project.

Funds for the generators are budgeted in the Water & Sewer Capital Reserve Fund: 520.790.715.75420 Proj: SS 15 01 Construction.

Recommendations

Please present this request for a waiver of bids and award of a contract to Cummins NPower, Hogkins, IL, in an amount not to exceed \$99,827.00 for the purchase of one (1) 500kW diesel driven generator for approval by the Board of Trustees at their April 21st, 2016 meeting. Please execute signature on the attached contract and return two copies to the Water Treatment and Wastewater Pumping Division for further processing.

VILLAGE OF LOMBARD

Contract for Purchase of a Backup Generator for The North Broadway Interim Pumping Station

This agreement is made this 21st day of April, 2016, by and 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 referred to as (the "Contractor").

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

Backup Generator - One (1) 500kW diesel driven generator in an amount not to exceed
\$99,827.00

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 Quote Dated April 7, 2016
 - b. Required Certificate of Insurance, Indemnification, Venue, Other Contractor Responsibilities
2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items which are the subject matter of this Contract the total sum of \$99,827.00 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 delivery of the goods to the Village and acceptance of the goods by the Village.
4. The Contractor agrees to perform the terms of this Contract according to the following schedule: Deliver submittals for Village approval within one (1) week of Notice to Proceed and deliver equipment within seven (7) weeks from the date the Village approves the submittals. Time is of the essence of this Contract.
5. 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 Village President, and the Contractor have hereunto set their hands this 21st day of April, 2016.

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 _____, 2016 .

Individual or Partnership _____ Corporation _____

By Position/Title

By Position/Title

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 21st day of April, 2016.

Keith T. Giagnorio
Village President

Attest:

Sharon Kuderna
Village Clerk

**VILLAGE OF LOMBARD
CONTRACTOR'S CERTIFICATION**

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

I am the _____ for _____
(Title) (Name of Company)

(the "Contractor"), which has submitted a quote for the North Braodway Interim Pumping Station to the Village of Lombard and, having personal knowledge of the matters certified to herein, and being authorized by the Contractor to make the certifications set forth herein, 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; and

4. is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

By: _____
Authorized Agent of Contractor

Subscribed and sworn to
before me this _____
day of _____, 2016.

Notary Public



Bill of Materials

	<u>Description</u>	<u>Qty</u>
500DFEK	Diesel Genset: 60Hz-500 kW U.S. EPA, Stationary Emergency Application Genset-Diesel, 60Hz, 500kW-Standby Rating Duty Rating-Standby Power Listing-UL 2200 Emissions Certification, EPA, Tier 2, NSPS CI Stationary Emergency Enclosure-Steel, StdAtt, Level 2, Base Mtd, w/ExhSys Fuel Tank-Subbase, 660 Gallon, UL142 Compliant Voltage-277/480, 3 Phase, Wye, 4 Wire Alternator-60 Hz, 12 Lead, Extended Range, 125C Generator Set Control-PowerCommand 2.3 Display Language-English Meters-AC Output, Analog Display-Control, LCD Relays-Genset Status, User Configured Stop Switch-Emergency, Externally Mounted Relay - Alarm Shutdown Control Mounting-Left Facing CB or EB or TB-Right Only Circuit Breaker-800A, Right CB on Right side, 3-Pole, UL 600, IEC 690 100% CB or EB or TB-Bottom Entry, Right Enclosure Color-Green, Steel Enclosure Listing, ULC-S601-07 Separator-Fuel/Water Engine Cooling-Radiator, 40C Ambient Shutdown-Low Coolant Level Coolant Heater-208/240/480V, Below 40F Ambient Temp Engine Air Cleaner-Normal Duty Test Record-Strip Chart Test Record-Certified Genset Warranty- Base Literature-English Packing-Base Mtd Housing Common Parts Listing Product Revision - N Annunciator - (RS485) Battery Charger. 10amp-120/208/240Vac (60Hz) Freight 4 Hour Load Bank Test Start Up & Batteries	1
OTEC800	Transfer Switch-Electronic Control:800A Transfer Switch-Electronic Control, 800 Amp	1

Project Name: Lombard North Broadway

Date: April 7, 2016



<u>Description</u>	<u>Qty</u>
Poles-3	
Listing-UL 1008/CSA Certification	
Frequency-60 Hertz	
System-3 Phase,3 Wire Or 4 Wire	
Voltage-480 Vac	
Construction - Open	
Genset Starting Battery-24VDC	
Clock-Exercise, External	
Transfer Switch Warranty - 1 Yr Comprehensive	
Common Parts Listing	
Product Revision - A	

Pricing

Price for equipment as described above: \$99,827.00

Comments:

No job specifications and/or plans have been received/reviewed by Cummins NPower on this project. Our quotation is based on the information as defined by our Customer.

Quotation Terms & Conditions

Commercial Products

Extended Warranty Coverage is valid only in the United States and Canada. For Extended Warranty requirements outside of the United States and Canada, please contact your Cummins Power Generation-Fridley Warranty Analyst.

The equipment and/or services included in this quotation are as detailed on the Bill of Material.

Prices are in US dollars and are valid for 60 days. Any applicable taxes are not included. Standard freight costs are included, F.O.B. point-of-shipment on the truck. Delivery on flat-bed truck or other special trailer will be at additional cost. Unloading and placement are the responsibility of the installing contractor and/or buyer.

This quotation does not include any engineering, installation materials or labor. Activities or items such as interconnection wiring, fuel for testing, fuel permitting, concrete pads, hard piping of any kind, etc., are the responsibilities of the installing contractor, unless they are listed in the Bill of Material.

Delivery is expected to be ____ days after receipt of approved submittal drawings.

Payment terms are net 30 days upon approved credit. All payments to be made in cash or approved check. If credit payment card is preferred, add 3% to the quoted price. Retainers are not accepted without prior written approval.

A service charge of 1.5% per month (effective APR 19.6%) will be charged on all past due accounts.

Should Buyer cancel the purchase agreement without Seller's written consent, Seller may, at his option, recover from buyer a cancellation charge of not less than 20% of the purchase price.

Project Name: Lombard North Broadway

Date: April 7, 2016



Those orders that are ready for shipment but cannot be delivered for reasons such as job site delay, credit holds, equipment held at customer's request for consolidation or pick-up, etc., will be assessed a 2% per month storage charge, starting 10 days after the scheduled ship date. Storage will be provided for up to 3 months at which time the order will be subject to cancellation, with the appropriate cancellation charges applied.

ANY PERSON OR COMPANIES SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO THE PROPERTY MAY FILE A LIEN AGAINST THE PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

YOU HAVE THE RIGHT TO DIRECTLY PAY PERSONS WHO HAVE SUPPLIED LABOR OR MATERIALS FOR THE IMPROVEMENT. YOU HAVE THE RIGHT TO REQUEST A LIEN WAIVER FOR ALL AMOUNTS PAID.

Warranty on this equipment is supplied by the manufacturer of the equipment, not Cummins NPower, LLC. Standard warranty is one year from start-up or 18 months from delivery, which ever comes first, unless special or extended warranties are purchased.

Submitted by:
(signature)

Tim O'Connell
Sales Manager - Commercial
708-482-2882

Accepted by:
(signature)

Name: _____

Company: _____

Purchase Order #: _____