


**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 Bid - Charles Lane Storm Water Station Generator

SUBMITTED BY: Brian 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Were Any Bids Withdrawn \_\_\_\_\_ Yes \_\_\_\_\_ No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:**

Charles Lane: Budget Estimate \$118,000.00 Amount of Award \$56,149.00  
Water & Sewer Capital Reserve Fund: 520.790.715.75420 Proj: RM PROG 30

**BACKGROUND/RECOMMENDATION:**

Award Charles Lane Pump Station Generator to Omega Electric of Elk Grove Village, IL

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  
**From:** Brian Jack, Utilities Superintendent  
**Through:** Carl Goldsmith, Director of Public Works  
**Date:** October 14, 2019  
**Subject:** Generator Improvements - Charles Lane Pump Station

---

---

**Executive Summary/Background**

Proposals were solicited for the replacement of generators at the Charles Lane Pumping Station and Lombard Police Department. Village staff reviewed the one submitted proposal and took into consideration that the other three firms declined to submit proposals and determined that the proposal was not in the best interest of the Village.

To ensure that the Village is receiving the most competitive proposals for the generator projects, Village staff recommended to reject the proposal received and sought authorization to negotiate with preselected contractors for this project. Firms included contractors that were originally solicited for this project as well as contractors that have submitted for the Village Hall Generator Replacement Project in 2018 as identified as: Omega Electrical Co., of Elk Grove Village; Argon Electrical of Buffalo Grove; and Genco Industries, Inc., of Crestwood.

The Village Board of Trustees rejected the proposals and authorized the negotiation process at their September 19, 2019 meeting.

**Proposals**

Two proposals were received from electrical contracting firms who have performed work on various Village projects in the past. All firms selected to bid this project have performed well and all projects were completed without incident.

The following two (2) firms submitted a proposal:

CONTRACTOR			PROJECT	POLICE DEPT	CHARLES LN	TOTAL
Homestead	Electric	of	GENERATOR PROJECT	\$160,501	\$66,801	\$227,302
Ingleside, IL						
<b>Omega Electric of Elk Grove Village, IL</b>			<b>GENERATOR PROJECT</b>	<b>\$138,042</b>	<b>\$56,149</b>	<b>\$191,461</b>
Engineers Estimate			GENERATOR PROJECT	\$136,500	\$77,500	\$214,000

**Recommendations:**

Please request the Board of Trustees to waive the bidding process and accept the lowest responsible proposal for the 2019 Generator Improvements Charles Lane Pump Station as submitted by Omega Electric of Elk Grove Village, IL and authorize an agreement in an amount not to exceed \$56,149.00 at the October 17, 2019 BoT meeting.

Generator Replacement at the Police Station and Charles Lane Pump Station (#6532163)  
 Owner: Lombard IL, Village of  
 Solicitor: Lombard IL, Village of  
 10/14/2019 10:00 AM CDT

	Item Description	UoM	Quantity	Engineer Estimate		Omega Electric		Homestead Electrical Contracting LLC	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
<b>Police Station</b>									
1	01 05 10/01 CONSTRUCTION LAYOUT	LS	1	\$1,000.00	\$1,000.00	\$11,000.00	\$11,000.00	\$1,000.00	\$1,000.00
2	02 43 10/01 REMOVAL OF EXISTING GENERATOR	LS	1	\$8,500.00	\$8,500.00	\$13,909.00	\$13,909.00	\$7,500.00	\$7,500.00
3	26 32 14/01 ENGINE GENERATOR (Install Only)	LS	1	\$120,000.00	\$120,000.00	\$108,403.00	\$108,403.00	\$151,500.00	\$151,500.00
4	26 32 14/02 ENGINE GENERATOR (Prep For Salvage)	LS	1	\$5,000.00	\$5,000.00	\$1,980.00	\$1,980.00	\$500.00	\$500.00
5	01 33 00/01 RECORD DRAWINGS	LS	1	\$2,000.00	\$2,000.00	\$2,750.00	\$2,750.00	\$1.00	\$1.00
					<u>\$136,500.00</u>		<u>\$138,042.00</u>		<u>\$160,501.00</u>
<b>Charles Lane</b>									
6	01 05 10/01 CONSTRUCTION LAYOUT	LS	1	\$1,000.00	\$1,000.00	\$3,250.00	\$3,250.00	\$1,000.00	\$1,000.00
7	26 32 14/01 ENGINE GENERATOR (Install Only)	LS	1	\$75,000.00	\$75,000.00	\$50,149.00	\$50,149.00	\$65,800.00	\$65,800.00
8	01 33 00/01 RECORD DRAWINGS	LS	1	\$1,500.00	\$1,500.00	\$2,750.00	\$2,750.00	\$1.00	\$1.00
					<u>\$77,500.00</u>		<u>\$56,149.00</u>		<u>\$66,801.00</u>
<b>Police Station &amp; Charles Lane</b>									
9	01 05 10/01 CONSTRUCTION LAYOUT (Police Station)	LS	1	\$1,000.00	\$1,000.00	\$11,000.00	\$11,000.00	\$1,000.00	\$1,000.00
10	02 43 10/01 REMOVAL OF EXISTING GENERATOR (Police Station)	LS	1	\$8,500.00	\$8,500.00	\$13,909.00	\$13,909.00	\$7,500.00	\$7,500.00
11	26 32 14/01 ENGINE GENERATOR (Install Only - Police Station)	LS	1	\$120,000.00	\$120,000.00	\$108,403.00	\$108,403.00	\$151,500.00	\$151,500.00
12	26 32 14/02 ENGINE GENERATOR (Prep For Salvage - Police Station)	LS	1	\$5,000.00	\$5,000.00	\$1,980.00	\$1,980.00	\$500.00	\$500.00
13	01 33 00/01 RECORD DRAWINGS (Police Station)	LS	1	\$2,000.00	\$2,000.00	\$2,750.00	\$2,750.00	\$1.00	\$1.00
14	01 05 10/01 CONSTRUCTION LAYOUT (Charles Lane)	LS	1	\$1,000.00	\$1,000.00	\$3,520.00	\$3,520.00	\$1,000.00	\$1,000.00
15	26 32 14/01 ENGINE GENERATOR (Install Only - Charles Lane)	LS	1	\$75,000.00	\$75,000.00	\$50,149.00	\$50,149.00	\$65,800.00	\$65,800.00
16	01 33 00/01 RECORD DRAWINGS (Charles Lane)	LS	1	\$1,500.00	\$1,500.00	\$2,750.00	\$2,750.00	\$1.00	\$1.00
					<u>\$214,000.00</u>		<u>\$194,461.00</u>		<u>\$227,302.00</u>

## VILLAGE OF LOMBARD

Contract for Installation of Backup Generator for the Charles Lane Storm Water Station

This agreement is made this 17<sup>th</sup> day of October 2019 by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and Omega Electrical of Elk Grove Village, IL 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:

Installation of Backup Generator for the Charles Lane Pump Station in the amount of  
\$56,149.00

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 October 14, 2019
  - 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 \$56,149.00 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 ten (10) 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 17<sup>th</sup> day of October 2019.

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 \_\_\_\_\_, 2019.

Individual or Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

\_\_\_\_\_  
By Position/Title

\_\_\_\_\_  
By Position/Title

\_\_\_\_\_  
Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 17<sup>th</sup> day of October 2019.

\_\_\_\_\_  
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 Installation of Charles Lane Storm Water Station and the Lombard Police Department Generators 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 \_\_\_\_\_, 2019.

Notary Public