


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 : February 15, 2022 Agenda Date March 3, 2022
TITLE : Waiver of Bids - Xylem Water Solutions, Inc
Finley Sanitary Lift Station Pump Purchase
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Were Any Bids Withdrawn _____ Yes _____ No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:

Engineer's estimate/budget estimate \$30,000.00 Amount of Award \$27,550.00
Water & Sewer Capital Reserve Fund: 520.790.715.75420 Proj: RM PROG 51 Pump/LS Maint.

BACKGROUND/RECOMMENDATION:

Waive bids and award a contract to Xylem Water Solutions, Inc for the purchase of one replacement pump and mix flush valve for Finley Sanitary Lift Station in an amount not to exceed \$27,550.00.

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 *BJ*
Through: Carl Goldsmith, Director of Public Works *CG*
Date: February 15, 2022
Subject: **Waiver of Bids - Xylem Water Solutions, Inc.
Finley Pump Station - Pumping Equipment**

Background

The Village has standardized on Xylem (Flygt) pumps and accessories and has acquired multiple Xylem pumps throughout the course of the lift station modernization project that has been underway since 2001. There are sixty-two (62) Xylem (Flygt) pumps in the various lift stations throughout town. The pumps have performed satisfactorily, and Xylem has provided adequate support for the equipment. The Water Treatment & Wastewater Pumping (WTWWP) staff has attended training to maintain the Xylem (Flygt) pumps and it is more efficient for them to specialize in maintaining one manufacturer rather than multiple types of pumps. Inventory needs are also held to low levels due to the standardized pumping equipment.

Xylem (Flygt) has provided a price that includes the replacement pump and associated mix flush valve for the Finley Sanitary Lift Station at a cost of \$27,550.00 including installation. The Finley Sanitary Lift Station is a duplex pump station, meaning it has two submersible pumps. During last year's routine annual preventive maintenance program, pump 1 at this station was identified as needing a lower unit impeller replacement and rebuild. A similar purchase was made in 2015 and 2020 to purchase a replacement pump for Fairview Lift Station and Charles Lane Storm Station. Per the attachments, the cost to rehabilitate the existing pump is priced at \$15,479.00. The cost of a new pump is \$27,550.00. Since the existing pump is 21 years old and the cost of rehabilitation is about 70 percent the cost of a new pump, Village staff feels it would be better to purchase a newer, more efficient pump. The newer pump is a smaller version of the existing pump and has many new energy saving features built into it that will allow the Village to recoup electrical costs over the upcoming years.

Recommendation

To expedite repair/construction of the above project, the Public Works Department requests authorization to waive bids and to directly purchase one replacement pump and mix flush valve for the Finley Sanitary Lift Station located at 450 S. Finley Road from Xylem Water Solutions, Inc. Funding is provided for in the Water/Sewer Capital Reserve Fund RM PROG 51 Pump/Lift Station Maintenance.

Please request the Board of Trustees to waive bids and award a contract in an amount not to exceed \$27,550.00 for the purchase of one replacement lift station pump and mix flush valve for the Finley Sanitary Lift Station from Xylem Water Solutions, Inc. of Chicago, IL at their March 3rd, 2022 meeting.

Please execute signature on the attached contract and proposal from Xylem and return two copies to the Water Treatment and Wastewater Pumping Division for further processing.

VILLAGE OF LOMBARD

Contract for Purchase of Pumping Equipment for Finley Sanitary Lift Station

This agreement is made this 3rd day of March 2022, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and Xylem Water Solutions, Inc., of Chicago, 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:

Pumping Equipment - in an amount not to exceed \$27,550.00

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 #2022-CHI-0147
 - 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 \$27,550.00 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 3rd day of March 2022.

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 _____, 2022.

Individual or Partnership _____ Corporation _____

By Position/Title

By Position/Title

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 3rd day of March 2022.

Keith T. Giagnorio
Village President

Attest: _____
Elizabeth Brezinski
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 Finley Sanitary Lift Station Pumping Equipment 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 _____, 2022.

Notary Public



**Xylem Water Solutions USA, Inc.
Flygt Products**

February 14, 2022

Village of Lombard
255 E WILSON AVE
LOMBARD IL 60148-3926

9661 194th Street
Mokena, IL 60448
Tel (708) 342-0484
Fax (708) 342-0491

Quote # 2022-CHI-0147 Alternate 1, Version 2
Project Name: Lombard - Finley Rd LS
Job Name: Pump1 Replacement 3153.095 SH~274 23HP 4in & MFV

Attn: Luke Sharp

Hello Luke,
Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment and services.

Replacement pump for Finley Rd LS - Pump 1

CP 3201 30HP FM, 4" Discharge
SN - 3201.091-0180017
Original Duty point: 380 gpm; 116' TDH
Original cable length: 40'

Replacement pump based off duty:
NP3153.095 SH ~274 23HP FM 4" Discharge
460V 3ph
Cable: 50'

Pump will be delivered to Mokena.
Quote Includes cable grip and services to install and startup.
Also includes Mix Flush Valve

Pumps

Qty	Description
1	Flygt Model NP-3153.095 4" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 23 HP 3550 RPM motor, 274 impeller, 1 x 50 Ft. length of SUBCAB 4G10+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve
1	GRIP,CABLE SS 25-36MM
1	VALVE,FLUSH

Delivery, install, and startup

Qty	Description
5	LABOR,MOBILE FLYGT,NOTAX Z5-TM MODELS: 4000

Total Price \$ 26,428.00



Qty Description

Freight Charge \$ 1,122.00

Total Price \$ 27,550.00

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Validity: This Quote is valid for sixty (60) days.

Time of Delivery: At time of quotation, Approx. 14 working weeks after receipt of order. Delivery subject to change. Check for current delivery at time of order.

Terms of Payment: 100% N60 after invoice date.

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Terms of Delivery: PP/Add Order Position

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,



Jeff Garretson
Sales Representative
Phone: (708) 781-0172
Cell: (312) 343-6511
jeff.garretson@xylem.com

Paul Weinert
Customer Support Specialist, Central US
Phone: 708-781-0187
paul.weinert@xylem.com



Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2022-CHI-0147 Alternate 1, Version 2
Customer Name: Village of Lombard
Job Name: Pump1 Replacement 3153.095 SH~274 23HP 4in & MFV
Total Amount: \$ 26,428.00
(excluding freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____

