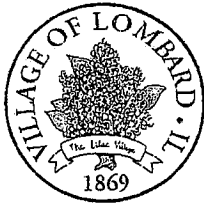


InterOffice Memo



To: David Hulseberg, Village Manager
From: David A. Dratnol, P.E., Village Engineer *Dratnol*
Date: April 11, 2012
Through: Carl Goldsmith, Director of Public Works *g*
Subject: Lift Station Improvements – Purchase of Control Panels
 Project Number: SAN-11-03B

To expedite construction of the above project, the Public Works Department requests authorization to waive bids and to directly purchase two new control panels (Charles Lane and Lincoln/Ash/Willow) from The Flolo Corporation.

The Charles Lane panel will be installed by a contractor and will be part of the Lift Station Improvements – Phase 2 contract. Lincoln/Ash/Willow is a replacement panel that will be installed by Village forces with the assistance of a hired electrician. The delivery of the Lincoln/Ash/Willow panel will be after June 1, 2012 and will be purchased in FY 2012B. The Charles Lane panel purchase is budgeted for FY 2012.

The reason for purchasing the material in advance is to expedite both the shop drawing review and ordering process. By ordering the materials in advance the lead time can be shortened by eliminating the period of time needed to prepare final plans, bid the work and receive formal Village Board approval of the construction contract.

The bid proposal was received and opened at 4:00 P.M. on April 9, 2012.

The results are listed below:

Station	The Flolo Corporation	Engineer's Estimate	Budget
Charles Lane	\$79,621.50	\$98,000.00	\$75,000.00
Lincoln/Ash/Willow	\$57,957.50	\$60,000.00	\$60,000.00
Total	\$137,579.00	\$158,000.00	\$135,000.00

The Charles Lane panel budget estimate was for material and installation with in-house forces with some minimal contractor assistance. The funding shortfall for the Charles Lane panel will be accounted for by utilizing current fiscal year funds from Sewer Maintenance & Improvement capital account.

The Flolo Corporation has supplied the Village with control panels in the past and is the current Village standard. The Flolo Corporation has performed satisfactorily on previous contracts. The Engineering Division recommends the award of this contract to The Flolo Corporation.

Public Works will be requesting a waiver of bids and solicit proposals from four to five selected contractors for the installation of the control panel at Charles Lane at the May 17th meeting of the Board of Trustees.

VILLAGE OF LOMBARD**CONTRACT DOCUMENT NUMBER SAN-11-03B & SAN-11-04**

This agreement is made this 19th day of April, 2012 between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and The Flolo Corporation hereinafter to as (the "Contractor") and its 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:

Delivery of two control panels (Charles Lane and Lincoln/Ash/Willow) spare parts, training and support during installation and start-up

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
 - a. Specification and contract document SAN-11-03B for the purchase of two control cabinets, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Proposal Submittal Instructions
 - iv) General Terms, Conditions and Instructions
 - v) Specific Terms, Conditions and Instructions
 - vi) Proposal Form
 - vii) Contractor Certification Form
 - viii) Specification Deviation Form
 - b. The Contractor's Proposal Dated April 9, 2012
 - c. 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 the total sum of \$137,579.00 paid in accordance with the provisions of the Local Government Prompt Payment Act.
3. The Contractor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
4. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project within 112 calendar days from the date of the Notice to Proceed. 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.
5. The Contractor will warranty the supplied equipment for one (1) year from the date of start-up or 14 months from the date of panel completion (ready to ship) whichever is shorter.

6. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on 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 on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
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.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by William J. Mueller, Village President, and the Contractor have hereunto set their hands this 19th day of April, 2012.

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: George E. Flolo _____ Vice President

By _____

The Flolo Corporation

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 19th day of April, 2012.

William J. Mueller
Village President

Attest:

Brigitte O'Brien
Village Clerk

Exhibit "A"

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:
Named Insured:
Policy Number:
Policy Period:
Endors. Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.