

120441

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 : David A. Hulseberg, Village Manager
DATE : August 7, 2012 Agenda Date August 23, 2012
TITLE : Waiver of Bids - Cummins NPower
Water & Sewer Pump Station Generators
SUBMITTED BY: Angela M. Podesta, Utilities Superintendent AMP

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Were Any Bids Withdrawn Yes No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:
Award Recommended to Lowest Yes No
Responsible Bidder?
If no, explain:

FISCAL IMPACT:

Engineer's estimate/budget estimate \$41,000.00
Amount of Award \$41,005.00 Water & Sewer Capital Reserve Fund

BACKGROUND/RECOMMENDATION:

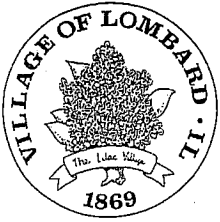
Waive bids and award a contract to Cummins NPower for the purchase of generators for two (2) water and sewer pump stations amount not to exceed \$41,005.

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:** David A. Hulseberg, Village Manager

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

**From:** Angela M. Podesta, Utilities Superintendent *AMP*

**Date:** August 7, 2012

**Subject:** Waiver of Bids - Cummins NPower  
Water & Sewer Pump Station Generators

### Background

The Department of Public Works is recommending that permanent on-site generators be installed at the Lincoln Ash Willow (LAW) Lift Station located at 17 W. Willow and the North Ave Standpipe located at 920 West Road.

The Village has standardized on the Cummins generators after acquiring two Cummins generators through a bid several years ago. 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 20 kilowatt (kW) natural gas generator for the LAW lift station is 19,059.00. The cost for a 22 kW diesel generator with 24 hour fuel tank for the North Avenue Standpipe is \$21,946.00. A diesel generator is being purchased for the North Avenue Standpipe because the closest gas main is more than a block away. The quotes from Cummins do not include installation. The installation for the generator at LAW Lift Station will be incorporated into the control panel upgrade project which will result in a minimal increase. The installation for the generator at the North Ave Standpipe will be bid as a separate project.

Funds for the generators are budgeted in the Water and Sewer Capital Reserve Fund under Pump Station Component Replacement (LAW Lift Station) and Water Maintenance & Improvements (North Ave Standpipe) in FY 2012B.

### 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 \$41,005.00 for the purchase of one natural gas generator and one diesel generator for approval by the Board of Trustees at their August 23, 2012 meeting.



**Bill of Materials**

<u>Item</u>	<u>Description</u>	<u>Qty</u>
20GGMA	<p><b>Spark Ignited Genset: 60Hz-20kW</b>                      U.S. EPA, Stationary Emergency Application                      Genset-Spark Ign,60Hz,20kW                      Duty Rating-Standby Power                      Listing-UL 2200                      Cert-Seismic, IBC2000,2003,2006,Ss=3.41g.rooftop                      OSHPD Seismic Cert, Sds=2.28g                      EmissionsCert-SI,EPA,Emergency,Stationary,40CFR60                      Fuel System-Natural Gas                      Enclosure-Aluminum,Sound Att,Level 2, w/Exh System                      Voltage-120/240,3 Phase,Delta,4 Wire                      Alternator-60 Hz, 12 Lead, Upper Broad Range, 125C                      SET CONTROL-PCC1301                      Exciter/Regulator-Torque Match                      Engine Governor-Electronic, Isochronous Only                      Display-Control,LCD,NFPA110,CSA282                      Stop Switch-Emergency                      Signals - Auxiliary, 8 Inputs/8 Outputs                      Control Mounting-Right Facing                      Circuit Breaker Or Entrance Box-Right Side Only                      CircuitBreaker-80A,Right,3P,600/525V,TM,UL/IEC                      Wind Rating-150MPH,Aluminum Housing                      Skidbase-Housing Ready                      Engine Starter - 12 VDC Motor                      Battery Charging Alternator-Normal Output                      Engine Cooling-High Ambient Air Temperature                      Shutdown-Low Coolant Level                      Extension-Engine Coolant Drain                      Coolant Heater-120 Volt Ac, Single Phase                      Engine Air Cleaner-Heavy Duty                      Test Record-Certified                      Genset Warranty- Standby Comprehensive Extended, 2 Years / 1,500 hours                      Literature-English                      Packing-Skid, Poly Bag                      Rack-Battery                      Extension-Oil Drain                      Common Parts Listing                      Product Revision - C                      Gas Pressure Regulator-1-1/4"NPT Inlet/Outlet                      Fuel Strainer-Gaseous-1"NPT Inlet/Outlet                      Batt Chrgr-Stand Alone-15A-(12V)/12A(24V)-120V-240V                      Flexible Fuel Connection Kit-NG/LPV-1" (27"L)</p>	1



<u>Item</u>	<u>Description</u>	<u>Qty</u>
	4 Hour Load Bank Test Start Up & Batteries Spare Materials Qty (3) Operation & Maintenance Manuals Freight	
OTEC125	<b>Transfer Switch-Electronic Control: 125A</b> Transfer Switch-Electronic Control,125 Amp Poles-3 Listing-UL 1008/CSA Certification Frequency-60 Hertz System-3 Phase,3 Wire Or 4 Wire Voltage-240 Vac Cabinet-Type 1 Auxiliary Relay-Switch In Emergency Position-12VDC Auxiliary Relay-Switch In Normal Position-12VDC Genset Starting Battery-12VDC Clock-Exercise, External Relay-Elevator Signal Transfer Switch Warranty-2 Yr Comprehensive Common Parts Listing Product Revision - A	1

**Pricing**

**Price for equipment as described above:**

**\$19,059.00**

**Comments:**

ATS:

ATS will be painted Cummins Green. It can not be painted Tan.  
ATS will Not be mounted to the generator skid.

**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.

Project Name: Lombard, Vge of, LAW Lift Station, Rev A

Date: August 3, 2012



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.

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) \_\_\_\_\_

Robert Alfani  
Sales Engineer  
708-482-2878  
708-482-6457

**Accepted by:**  
(signature) \_\_\_\_\_

**Name:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Purchase Order #:** \_\_\_\_\_



**Bill of Materials**

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<u>Item</u>	<u>Description</u>	<u>Qty</u>
20DSKBA	<p><b>Diesel Genset: 60Hz-20.0 kW</b>                      U.S. EPA, Stationary Emergency Application                      Genset-Diesel,60Hz,20kW-Standby Rating                      Duty Rating-Standby Power                      Listing-UL 2200                      EmissionsCertification,EPA,Nonroad,Tier4,CFR1039                      Enclosure-Steel,Sound Att,Level 2,w/Exhaust System                      Voltage-277/480,3 Phase,Wye,4 Wire                      Alternator-60 Hz, 12 Lead, Broad Range, 125C                      GENSET CONTROL-POWERCOMMAND 1.1                      Exciter/Regulator-Torque Match                      Engine Governor-Electronic, Isochronous Only                      Display Language-English                      Meters-AC Output,Analog                      Stop Switch-Emergency                      Signals - Auxiliary, 8 Inputs/8 Outputs                      Control Mounting-Front Facing                      Circuit Breaker Or Entrance Box-Right Side Only                      CircuitBreaker-30A,Right,3P,600VAC,UL                      Listing, ULC-S601-07                      Wind Rating-150 MPH,Steel Housing                      Fuel Tank-Dual Wall Sub-Base, 100 Gallons                      Switch-Low Fuel Level, Subbase                      Switch-Rupture Basin                      Skidbase-Housing Ready                      Engine Starter - 12 VDC Motor                      Battery Charging Alternator-Normal Output                      Engine Cooling-High Ambient Air Temperature                      Shutdown-Low Coolant Level                      Extension-Engine Coolant Drain                      Coolant Heater-120 Volt Ac, Single Phase                      Engine Air Cleaner-Heavy Duty                      Test Record-Certified                      Genset warranty- Base, Standby 2 years / 400 hours                      Packing-Skid, Poly Bag                      Rack-Battery                      Extension-Oil Drain                      Common Parts Listing                      Product Revision - B                      Batt Chrgr-Stand Alone-15A-(12V)/12A(24V)-120V-240V                      Spare Materials                      4 Hour Load Bank Test                      Freight</p>	1

Project Name: Lombard, Vge of, North Avenue Water Station

Date: August 3, 2012



<u>Item</u>	<u>Description</u>	<u>Qty</u>
	Qty (3) Operation & Maintenance Manuals Start Up & Batteries	
<b>OTEC40</b>	<b>Transfer Switch-Electronic Control:40A</b> Transfer Switch-Electronic Control,40Amp Poles-3 Listing-UL 1008/CSA Certification Frequency-60 Hertz System-3 Phase,3 Wire Or 4 Wire Voltage-480 Vac Cabinet-Type 1 Auxiliary Relay-Switch In Emergency Position-12VDC Auxiliary Relay-Switch In Normal Position-12VDC Genset Starting Battery-12VDC Clock-Exercise, External Relay-Elevator Signal Transfer Switch Warranty-2 Yr Comprehensive Common Parts Listing Product Revision - A	<b>1</b>

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### **Comments:**

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Project Name: Lombard, Vge of, North Avenue Water Station

Date: August 3, 2012



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**Submitted by:**  
(signature)

\_\_\_\_\_  
Robert Alfani  
Sales Engineer  
708-482-2878  
708-482-6457

**Accepted by:**  
(signature)

**Name:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Purchase Order #:** \_\_\_\_\_



## VILLAGE OF LOMBARD

### Contract for Water & Sewer Pump Station Generators

This agreement is made this 23th day of August, 2012, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (\_\_\_\_\_) 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:

Water & Sewer Pump Station Generators - One (1) 20kW Natural Gas Generator and one (1) 22 kW diesel generator in an amount not to exceed \$41,005.00

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 Proposal Dated August 3, 2012 LAW Lift Station
  - b. The Contractor's Proposal Dated August 3, 2012 North Avenue Water Station
  - c. Exhibit "A": 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 \$41,005.00 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. Contractor agrees to perform the terms of this Contract by October 31, 2012 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 William J. Mueller, Village President, and the Contractor have hereunto set their hands this 23<sup>rd</sup> day of August, 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 Position/Title

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

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

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 23<sup>rd</sup> day of August, 2012.

\_\_\_\_\_  
William J. Mueller  
Village President

Attest:

\_\_\_\_\_  
Brigitte O'Brien  
Village Clerk

CONTRACT FOR WATER & SEWER GENERATORS (2)  
EXHIBIT "A"

INSURANCE

- (A) During the term of the contract, the contractor shall provide the following types of insurance in not less than the specified amounts:
1. Commercial General Liability - \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate;
  2. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any contractor owned, and/or hired, and/or non-owned motor vehicles engaged in operations within the scope of this contract;
  3. Professional Liability - \$2,000,000.00 (Required only where contracts are for professional services);
  4. Workers Compensation - Statutory; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and
  5. Umbrella Coverage - \$2,000,000.00
- (B) The aforementioned insurance requirements shall be fulfilled by the contractor by maintaining insurance policies which name the Village, its officers, agents, employees, representatives and assigns as additional insureds (except on policies for professional liability and workers compensation). Such insurance shall be primary and non-contributory with respect to any insurance or self-insurance programs covering the Village, its officers, agents, employees, representatives and assigns. Contractor will waive subrogation on workers compensation and general liability coverages. The contractor shall furnish to the Village satisfactory proof of coverage by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Village together with executed copies of an Additional Insured Endorsement (Insurance Form CG2010 - 1985 version). Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expired or changed so as to the amount of coverage only after written notification 30 days in advance has been given to the Village.
- (C) The contractor shall require subcontractors, if any, not protected under the contractor's policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the contractor.

**CONTRACT FOR WATER & SEWER GENERATORS (2)**  
**EXHIBIT "A" (CON'T)**

**VENUE**

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the contract, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

**INDEMNIFICATION**

The contractor shall indemnify, defend and save harmless the Village of Lombard, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the contractor, brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of said contractor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village of Lombard, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

**OTHER CONTRACTOR RESPONSIBILITIES**

The contractor shall be responsible for complying with all applicable Federal, State, County and Village laws and regulations in the performance of the contract.