

**VILLAGE OF LOMBARD**  
**REQUEST FOR BOARD OF TRUSTEES ACTION**  
**For Inclusion on Board Agenda**  
**Bids and Proposals**

**DISTRICT - ALL**

240171

TO : President and Village Board of Trustees

FROM : Scott R. Niehaus, Village Manager

DATE : May 8, 2024 Agenda Date May 16, 2024

TITLE : Bid Opening For: 1 Bomag BW 138 AD-5

SUBMITTED BY: Robert Lamontagna, Street and Electrical Supervisor

**RESULTS:**

Date Bids Were Published \_\_\_\_

Bidding Closed \_\_\_\_

Total Number of Bids Received \_\_\_\_\_

Total Number of Bidders Meeting Specifications \_\_\_\_\_

Bid Security Required \_\_\_\_\_ Yes X No

Performance Bond Required \_\_\_\_\_ Yes X No

Were Any Bids Withdrawn \_\_\_\_\_ Yes X No

Explanation:

Waiver of Bids Requested? \_\_\_\_\_ X Yes \_\_\_\_\_ No

If yes, explain: Purchase through Sourcewell contract #060122-BMI

Award Recommended to Lowest \_\_\_\_\_ X Yes \_\_\_\_\_ No

Responsible Bidder?

If no, explain:

**FISCAL IMPACT:**

Engineer's estimate/budget estimate \$75,500

Amount of Award \$67,964

**BACKGROUND/RECOMMENDATION:**

Staff seeks Board of Trustees approval to award a contract to McCann Industries of Addison (IL) for the purchase of one asphalt vibratory roller in the amount of \$69,464.00.

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.**



To: Scott R. Niehaus, Village Manager  
Through: Carl S. Goldsmith, Director of Public Works   
From: Robert LaMontagna, Street and Electrical Supervisor  
Date: May 8, 2024  
Subject: FY24 Vehicle Replacement, asphalt vibratory roller

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The FY2024 budget includes replacement of a Bomag vibratory roller from the Public Works Streets and Electrical Group. The Bomag unit performed well and fulfilled the needs of the department throughout its lifecycle and was determined by staff to be the preferred replacement.

The Bomag BW 138 AD-5 is available for purchase through Sourcewell contract #060122-BAI from McCann Industries of Addison (IL).

Staff recommends the Board of Trustees wave bid and award a contract to McCann Industries of Addison (IL) in the amount of \$69,464.00 at the May 16<sup>th</sup> meeting.

# EQUIPMENT SALES ORDER

CUSTOMER/PURCHASER NAME <b>Village of Lombard</b>			CUSTOMER NUMBER		ORDER DATE <b>4-23-24</b>
D/B/A			ACCOUNT MANAGER <b>Swanson</b>		CUSTOMER PO #
STREET ADDRESS <b>255 E. Wilson Ave.</b>			WRITTEN BY <b>Swanson</b>		CUSTOMER JOB #
CITY <b>Lombard</b>		STATE <b>IL</b>	ZIP <b>60148</b>		COUNTY <b>Du Page</b>
CELL PHONE	BUSINESS PHONE <b>630-620-5700</b>		BUSINESS FAX		E-MAIL <b>lamontagnar@villageoflombard.org</b>

**NO DELIVERY OF GOODS TO BE MADE UNTIL FULL SETTLEMENT IS RECEIVED**

DELIVERY TO BE MADE ON OR BEFORE				OR AS SOON AS POSSIBLE		
DELIVERY ADDRESS (IF DIFFERENT FROM ABOVE)					CITY, STATE	ZIP
QUANTITY		YEAR	HOURS	MAKE, MODEL, DESCRIPTION	SERIAL NUMBER	CASH PRICE EACH ITEM
NEW	USED	RENTAL				
x			2024	<b>Bomag BW138 AD-5</b>	TBD	\$ 99,292.00
				Rops Hinged, Economizer Display, 2 Scrapers,		\$
				Back Up Alarm, Working Lights Ft/Rr,	Availability Approx 2 Wks	\$
				PDI		\$ 1,260.00
				Sourcewell Discount	(# 060122-BAI )	\$ (32,588.00)
<b>SELLING PRICE</b>						<b>\$ 67,964.00</b>

**TRADE-IN EQUIPMENT**

TRADE-IN SHIP TO:  Bolingbrook  McHenry  Schererville

TRANSPORTATION TO BE PAID BY:  CUSTOMER  MCCANN

YEAR	HOURS	MAKE	MODEL	DESCRIPTION	SERIAL#	TRADE ALLOWANCE	AMT OWING	NET TRADE ALLOWANCE	OWED TO WHOM	NOTE #
								0.00		
								0.00		
								0.00		
<b>TOTAL TRADE ALLOWANCE</b>						0.00	0.00	0.00		

Purchaser hereby bargains, sells and conveys unto Seller the above described Trade-In Equipment and warrants and certifies it to be free and clear of liens, encumbrances, and security interests except as shown above.

**OTHER FEES**

1. Doc Fees	\$ _____
2. License & Title	\$ 0.00
3. Extended Service Contract	\$ 0.00
4. Physical Damage Insurance	\$ 0.00
<b>5. Total Other Fees (1+2+3+4)</b>	<b>\$ 0.00</b>

1. SELLING PRICE	\$ 67,964.00
2. TRADE ALLOWANCE (per above)	\$ 0.00
<b>3. NET PRICE (1-2)</b>	<b>\$ 67,964.00</b>
4. LOCAL SALES TAX _____ City _____ Rate	0.00% \$ 0.00
5. AMOUNT OWING	\$ 0.00
6. FREIGHT	\$ 1,500.00
7. OTHER FEES (per left column)	\$ 0.00
<b>8. TOTAL PRICE (3+4+5+6+7)</b>	<b>\$ 69,464.00</b>
9. CASH WITH ORDER	\$ 0.00
10. RENTAL CREDIT (per left column)	\$ 0.00
<b>11. BALANCE ON DELIVERY (8-9-10)</b>	<b>\$ 69,464.00</b>

**RENTAL CREDIT CALCULATION**

1. # Months	_____
2. Monthly Rental Rate	\$ 0.00
3. Total Rental (1x2)	\$ 0.00
4. % Credit Granted	0.0%
If purchased within:	
0-30 days.....	100% applied
31-60 days.....	90% applied
61 & after.....	85% applied
<b>5. Rental Credit (3x4)</b>	<b>\$ 0.00</b>

**TERMS:**  CASH ON DELIVERY  
 RETAIL INSTALLMENT CONTRACT (Terms Subject to Credit Approval)  
 If retail contract, indicate desired length of contract \_\_\_\_\_ years  
 If retail contract, indicate desired interest rate \_\_\_\_\_ %

**ALL TERMS SUBJECT TO CREDIT APPROVAL**

PLEASE SEE REVERSE SIDE FOR TERMS AND SIGNATURE

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**BASE WARRANTY ON EQUIPMENT**

Warranty coverage on the equipment covered by this order, if any, has been explained to purchaser. The warranty coverage is outlined below and indicated by the box checked.

NEW CASE PRODUCT WARRANTY or qualified Case warranty

WARRANTIES PROVIDED BY THE SELLER ON NEW CASE PRODUCTS SHALL BE GIVEN TO PURCHASER UNDER SEPARATE AGREEMENT, THE RECEIPT

WHEREOF IS HEREBY ACKNOWLEDGED BY PURCHASER.

NEW - Other manufacturer's warranty

USED - When the equipment covered by this order is used equipment, THE PURCHASER STATES THAT HE EXAMINED THE EQUIPMENT and is buying the equipment AS IS and with NO REPRESENTATIONS OF WARRANTIES unless otherwise stated in writing below.

**EXTENDED SERVICE CONTRACT**

\_\_\_\_\_ Accept \_\_\_\_\_ Decline \$ \_\_\_\_\_ Deductible

Full Machine  Power Train  Power Train + Hydraulics  Power Train + Electronics \_\_\_\_\_ Hours \_\_\_\_\_ Months

purchased, the term of the extended service contract begins concurrently with the base warranty start date and ends with extended service contract expiration date or maximum hours (whichever comes first).

**PREVENTATIVE MAINTENANCE PACKAGE**

\_\_\_\_\_ Quote Number \_\_\_\_\_ Accept \_\_\_\_\_ Decline

Purchase Price \$ \_\_\_\_\_ Term: \_\_\_\_\_ Years \_\_\_\_\_ Hours Financed with Machine: Yes  No

PREVENTATIVE MAINTENANCE PACKAGE SHALL BE GIVEN TO PURCHASER UNDER SEPARATE AGREEMENT, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY PURCHASER.

**PHYSICAL DAMAGE INSURANCE**

\_\_\_\_\_ Accept \_\_\_\_\_ Decline \$ \_\_\_\_\_ Deductible

Premium Calculation: 

Selling Price of Equipment (excluding sales tax)	X	Monthly Rate	X	Number of Months	=	Total Premium
\$						\$ 0

**SALES AGREEMENT**

The Customer requests that McCann Industries, Inc. ("hereinafter referred to as "McCann"), sell, rent, loan, demo, service, and repair goods and equipment on account in consideration of which the Customer and McCann agree as follows:

Payment for equipment is due at time of order and in no event shall equipment be delivered prior to full settlement. The Customer shall pay the full amount of any outstanding balance shown on the monthly statement within thirty (30) days of the invoice date. Should payment not be received by McCann according to the credit terms stated, the entire balance is considered in default and due for immediate payment. Customer agrees to pay a service charge on the outstanding balance for which payment has not been received according to terms stated. The service charge shall be a minimum of 1-1/2% per month of the Customer's outstanding past due balance, after deducting current payments and credits. Such service charges shall become part of the Customer's outstanding balance. Customer agrees to pay McCann a reasonable processing fee to cover any check returned by Customer's bank as unpaid. If the Customer fails to pay pursuant to the terms of this agreement and McCann elects to take action to collect this account, the Customer shall pay all costs incurred by McCann including, but not limited to: Attorney's fees, collection agency fees, court costs, deposition and transcript costs, sheriff's fees, special process server fees, expert witness fees and bond costs. THE CUSTOMER ASSIGNS AS SECURITY FOR ANY INDEBTEDNESS INCURRED OR TO BE INCURRED TO McCANN UNDER THIS ACCOUNT ALL OF THE CUSTOMER'S PRESENTLY OWNED AND EXISTING AND HEREAFTER ACQUIRED AND ARISING: ACCOUNTS, ACCOUNTS RECEIVABLE, CONTRACT RIGHTS, CONTRACT PAPER, EQUIPMENT, INVENTORY, AND ALL PROCEEDS OF THE FOREGOING COLLATERAL. CUSTOMER APPOINTS ANY REPRESENTATIVE OF McCANN AS CUSTOMER'S ATTORNEY-IN-FACT TO SIGN AND FILE A UCC-1 FINANCING STATEMENT TO PERFECT THE SECURITY INTEREST. THIS TRANSACTION SHALL BE GOVERNED BY THE LAW OF THE STATE OF ILLINOIS, AND JURISDICTION AND VENUE FOR THE HEARING FOR ANY MATTER IN DISPUTE SHALL BE WITH THE DUPAGE COUNTY CIRCUIT COURT OF ILLINOIS. Customer waives any right to a jury trial and any right to file a Counter-Claim in any action to enforce this agreement. At McCann's sole discretion, any deposition will take place in DuPage County.

Time is of the essence of this contract and if Customer fails to comply with any of the terms and conditions hereof or defaults in the payment of any installment hereunder or under any renewals hereof, or in the payment of interest or defaults in the payment of any installment due under any other indebtedness or contract held by the McCann or Assignee, or if proceedings are instituted against Customer under any bankruptcy or insolvency law or Customer makes an assignment for the benefit of creditors or if for any reason the McCann deems himself insecure and so declares all payments heretofore made by Customer shall be retained by the McCann and all indebtedness hereunder shall become immediately due and payable, with or without notice, together with all expenses of collection by suit or otherwise, including reasonable attorney fees and McCann may, without notice or demand, take possession of the equipment set forth on the reverse hereof, or any additions to, replacements of, or any proceeds from said equipment or may render the property unusable or McCann may require Customer to assemble the property and make it available at a place designated by McCann. McCann may resell the related property at public or private Sale in accordance with the Uniform Commercial Code or applicable state or provincial law. After deducting reasonable expenses for retaking, repairing, holding, preparing for sale, other selling expenses including attorney fees and legal expenses, the remaining proceeds of Sale shall be credited upon the amount of indebtedness remaining unpaid hereunder, and Customer agrees to pay any deficiency upon demand by McCann, and surplus, however, shall be paid to Customer. Said retaking or repossession shall not be deemed rescission of the contract. McCann may exercise any other rights and remedies provided by applicable law. The remedies provided for herein are not exclusive and any action to enforce payment shall not waive or affect any of the holder's rights to have recourse to the property. The transfer of this contract shall operate to pass a security interest in the property as security for the payment hereof.

The Customer acknowledges that it has special skill and knowledge in the selection and use of the equipment and material to be purchased, loaned, used for demo or rented from McCann and expressly disclaims any reliance upon any statements or representations made or to be made by McCann regarding the sale, rental, demo or repair of any material or equipment. The Customer also acknowledges that it is their responsibility to comply with the manufacturer's instructions in regard to storage, preparation, mixing, and application of materials and expressly disclaims any reliance upon any statements or representations made or to be made by McCann regarding the materials. MCCANN MAKES NO WARRANTIES, EXPRESSED OR IMPLIED AS TO THE EQUIPMENT'S MERCHANTABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE. The Customer also waives any liability upon McCann for any direct, special, or consequential damages that Customer may suffer. The exact manner in which this equipment will be used and the qualifications of the user and the equipment or lack of equipment of the user are beyond the control of the McCann, therefore McCann expressly disclaims any responsibility for Customer's compliance or failure to comply with OSHA and/or other governmental safety or health regulations or standards.

The Customer authorizes any of its employees it sends to McCann to deliver or pick up equipment or materials, for purchase, loan, demo, rental, or repair, to sign demo, rental or delivery receipts or repair orders for said equipment or materials and agrees to be bound by all the terms of said documents. If McCann's employees assist in loading or unloading, the Customer agrees to assume the risk of, and hold McCann harmless from, any property damaged or personal injuries attributable to the negligence of McCann, including McCann's employees. In the event the Customer directs McCann to deliver any material or equipment, and the Customer does not have a representative present at the time of delivery, the Customer authorizes McCann to leave the material and equipment at the designated place of delivery. Upon said delivery, the Customer will be responsible for said material and equipment. McCann's use of a purchase order number is for Customer's convenience and identification only. This agreement supersedes any inconsistent provision in any purchase order. Absence of a purchase order number shall not constitute grounds for non-payment of charges when the Customer has had possession, or the right to possession of the items charged. Customer agrees to inspect all material immediately upon delivery to verify: (a) the quantities described in the agreement are the quantities delivered and (b) there are no visible defects in the material. The Customer also agrees to examine all delivery tickets and invoices upon receipt. Unless the Customer gives McCann written notice by certified mail-return receipt requested within three (3) days of delivery, the Customer waives any claim he may have against McCann for any determinable deficiency or defect in said delivery, product, or repair, and any objection he may have to the amount of the invoice.

The Customer shall indemnify and hold McCann harmless against any and all claims, demands, liabilities, losses, damages, and injuries whatsoever kind or nature, and all attorney's fees, costs and expenses relating to or in any way arising out of the ordering, acquisition, delivery, installation, possession, maintenance, use, operation, control, loss, damage, destruction, return, surrender, sale or disposition of the material and/or equipment purchased, loaned, used for demo or rented from McCann. This indemnity shall not be affected by any termination of this agreement with respect to said materials and equipment. McCann shall be excused if delivery is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials and also by any cause beyond the reasonable control of McCann, including but not restricted to acts of God, floods, fire, storm, acts of civil and military authorities, war and insurrections.

The parties agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this agreement or be a condition precedent or subsequent to the enforcement of this agreement and that this agreement may not be modified except by a writing signed by each of the parties. The invalidity of any portion of this agreement shall not be construed as a waiver thereof and shall not excuse Customer from strict performance. Customer authorizes McCann to insert the serial and/or model numbers of the goods set forth on the reverse side hereof for the purposes of identifying said equipment.

Customer represents that he has read and has been afforded the opportunity to read the terms of this agreement and agrees to be bound by them.

**IT IS UNDERSTOOD THAT THIS IS THE ENTIRE AGREEMENT BETWEEN PARTIES AND IS SUBJECT TO ACCEPTANCE AT ADDISON, ILLINOIS.**

<b>ACCOUNT MANAGER:</b> Pete N. Swanson	<b>PURCHASER:</b>	Village of Lomabard
	(COMPANY)	
<b>BY:</b> _____	<b>DATE:</b> 4-23-24	<b>BY:</b> _____
Authorized Signature		Authorized Signature
<b>ACCEPTED: MCCANN INDUSTRIES, INC.</b>	<b>NAME:</b> _____	<b>TITLE:</b> _____
	Print Name	

**NOTICE TO PURCHASER**

**Caution.** Do not sign this contract before you thoroughly read both sides of it or if it contains blank spaces, even if otherwise advised. You are entitled to an exact and completely filled-in copy of this Contract when you sign it. Keep it to protect your legal rights.

**ORDINANCE \_\_\_\_\_**

**ORDINANCE AUTHORIZING THE SALE AND/OR DISPOSAL  
OF MUNICIPAL OWNED PERSONAL PROPERTY**

**WHEREAS**, in the opinion of the Corporate Authorities of the Village of Lombard, it is no longer necessary or useful to or in the best interest for the Village of Lombard to retain the following described personal property:

Unit # ST371 a 2012 Bomag BW 135 AD asphalt vibratory roller serial  
#101650161443

now owned by the Village of Lombard; and

**WHEREAS**, The Village routinely declares such type of personal property surplus and the best interest of the Village of Lombard will be served by its sale and/or disposal.

**NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, as follows:**

Section 1: Pursuant to 65 ILCS 5/11-76-4, the President and Board of Trustees find the following described property:

Unit # ST371 a 2012 Bomag BW 135 AD asphalt vibratory roller serial  
#101650161443

now owned by the Village of Lombard is no longer necessary or useful to the Village of Lombard and the best interest of Lombard will be served by its sale/trade

Section 2: Pursuant to said 65 ILCS 5/11-76-4, the Village President and Clerk are hereby authorized and directed to sell and/or dispose of the aforementioned personal property now owned by the Village of Lombard.

Section 3: This ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

Passed on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2023

First reading waived by action of the Board of Trustees this \_\_\_\_ day of \_\_\_\_\_, 2023

Passed on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Ordinance No. \_\_\_\_\_  
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Absent: \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
**Keith Giagnorio**  
**Village President**

ATTEST:

\_\_\_\_\_  
**Elizabeth Brezinski**  
**Village Clerk**