


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 6, 2017 Agenda Date February 16, 2017
TITLE : Waiver of Bids - Huffcutt Concrete, Inc
North Broadway Interim Pump Station Control Building
SUBMITTED BY: Brian M. 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Were Any Bids Withdrawn _____ Yes _____ No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 \$37,375.00 Amount of Award \$32,500.00
Water & Sewer Capital Reserve Fund: 520.790.715.75420 Proj: SS 15 01 Construction

BACKGROUND/RECOMMENDATION:

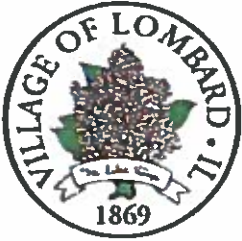
Waive bids and award a contract to Huffcutt Concrete, Inc for the purchase, construction and delivery of the new prefabricated pump station control building for the North Broadway Interim Pump Station in an amount not to exceed \$32,500.00.

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.



MEMORANDUM

To: Scott Niehaus, Village Manager
From: Brian M. Jack, Utilities Superintendent *B*
Through: Carl S. Goldsmith, Director of Public Works *C*
Date: January 23, 2017
Subject: **Waiver of Bids - Huffcutt Concrete, Inc.
North Broad Interim Pump Station Control Building**

Background

The North Broadway Interim Pump Station will have a 12ft by 17ft prefabricated concrete building erected next to the existing wet well. The outside will be constructed to match the existing façade to the surrounding area homes. This building was needed due to the proximity to the Illinois Prairie Path in which it will reduce the risk of possible vandalism and protect the pumping equipment and controls which will be housed inside. Several other sites throughout the Village also have similar control buildings such as Yorktown Lift Station and the new Route 53 Storm water station. North Broadway Interim Pump Station is a new storm water pumping station that is one of the last components of a sewer separation project and will aid in eliminating storm water from the combined sewer system and mitigate the potential for basement backups in a heavy rain event.

Huffcutt Concrete, Inc. has submitted a quote for the purchase, construction and delivery of the new prefabricated pump station control building for the North Broadway Interim Pump Station in an amount not to exceed \$32,500.00. By purchasing the control panel outright, the Village is saving approximately 15% (or \$4,875.00) and avoiding contractor markup. Scheduling and coordination of the delivery will be handled by the Village's consultant for the project.

Funds for the control panel are budgeted in the Water & Sewer Capital Reserve Fund: 520.790.715.75420 Proj: SS 15 01 Construction.

Recommendation

Please request the Board of Trustees to waive bids and award a contract in an amount not to exceed \$32,500.00 purchase, construction and delivery of the new prefabricated pump station control building for the North Broadway Interim Pump Station to Huffcutt Concrete, Inc. of Chippewa Falls, Wisconsin at their February 16th, 2017 meeting.

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

VILLAGE OF LOMBARD

Contract for Purchase of a Prefabricated Pump Station Control Building for The North Broadway Interim Pump Station

This agreement is made this 16th day of February, 2017, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (Huffcutt Concrete, Inc., of Chippewa Falls, WI) 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:

Prefabricated Pump Station Control Building - One (1) Prefabricated Pump Station Control Building for the North Broadway Interim Pump Station in an amount not to exceed \$32,500.00

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 Quotation Dated January 11, 2017
 - 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 \$32,500.00 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 set forth in their quotation after the Notice to Proceed has been delivered. 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 16th day of February, 2017.

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 _____, 2017.

Individual or Partnership _____ Corporation _____

By Position/Title

By Position/Title

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 16th day of February, 2017.

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 a Prefabricated Pump Station Control Building for the North Broadway Interim Pump Station 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 _____, 2017
Notary Public



**PRECAST
 TANKS/AGRICULTURAL**
 4154 123RD STREET
 CHIPPEWA FALLS, WI 54729
 Phone: (715) 723-7446
 Fax: (715) 723-7111

Quote Number: 16-2348

Quote Date: 1/11/2017

Customer Copy

Bill to:	LOMBARD, VILLAGE OF 255 EAST WILSON AVE LOMBARD, IL 60148-3926	Project:	VILLAGE OF LOMBARD - IL
Contact:		Project Manager:	
Phone :	(630) 620-5700	Fax:	(630) 620-8222
Customer ID:	16-000239	PO:	
Terms:	NET 30	ShipVia:	
		Sales Rep:	N/A
		Bid Date:	

Qty	Item	Description	Unit Price	TX	Extension
	Structure: <input type="checkbox"/> Other				
	Other				
1	B-UB1216	BLDG PACKAGE - UTILITY BLDG 12' X 17' X 10' HIGH	\$26,550.00	<input checked="" type="checkbox"/>	\$26,550.00
1	FREIGHT	SPECIAL FREIGHT	\$2,950.00	<input checked="" type="checkbox"/>	\$2,950.00
1	MISC	CHICAGO OR ILLINOIS ENGINEERING	\$3,000.00	<input checked="" type="checkbox"/>	\$3,000.00
					\$32,500.00



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Taxable	\$0.00
Non-Taxable	\$32,500.00
Sub Total	\$32,500.00
Tax	\$0.00
Total	\$32,500.00

Taxes:

All applicable Federal, State and local taxes will be added to these prices.

Bid and Performance Bonds:

This quote does not include any bid or performance bonds. If either are required they will be added to the quote.

Professional Services/Certifications:

Architectural, structural or MEP calculations and/or stamps are not included unless specified on this quote. This quote also does not include any state manufacturer certifications/insignias. Please call for a quote if needed.

Payment Terms:

30% down payment at time of order. 30% payment at time of shipping. Balance net 30 days after invoice at time of shipment. Interest at 1.5% per month after 30 days from date of invoice unless prior arrangements have been made. Under no circumstances can retainage be held by customer.

Quotation Term:

This offer is good for 60 days from date of this quotation. Prices subject to change without notice after 60 days.

Storage:

If delivery is delayed more than 30 days after product is ready to ship, an invoice will be submitted for payment and subject to the terms above. After 60 days of storage a fee may be assessed at a rate of 1% of the total invoice per month until delivery.

Responsibilities of the Owner/General Contractor:

All excavation, elevations and permits will be the responsibility of the contractor or purchasing party.

Contractor is responsible for providing clear access for the crane and semis under their own power. These vehicles can weigh in excess of 100,000#. Clear access requires sufficient turning and maneuvering radius, suitable soil or provided alternatives to support these vehicles under their own power and free of overhead obstacles (including power lines). Additional charges may be assessed if reasonable means are not provided.

Working radius of the crane will be 35' or less with the semi sitting next to the crane. Additional charges will apply if a larger working radius is required. Crane rental may be provided by others.

Owner/General Contractor are responsible for providing a suitable foundation for the building. We can provide you with the weight of the building. Frost walls or grade beam are acceptable but you will need to determine your soil conditions and State/Local building codes.

It is the responsibility of the owner/contractor to comply with any building codes, permits and special requirements. Huffcutt Concrete, LLC can incorporate any special requirements into your building as long as said owner/general contractor informs Huffcutt Concrete, LLC prior to building being manufactured. Some special requirements may incur an additional charge.

Owner/General Contractor will be responsible for roughing in the plumbing supply lines, waste line, electrical, floor drains and plumbing vent lines. Huffcutt Concrete, LLC will provide you with a mechanical rough in drawing.

During installation the contractor or owner will provide site personnel who are knowledgeable, has the authority to make decisions and resources available to make changes if necessary. Prior to setting of the building, Huffcutt Concrete, LLC will verify the foundation to be level within 1/4" and mechanical rough in locations are accurate. After the building is set Huffcutt Concrete, LLC will perform the final caulking, ridge cap, paint touch up and shipping and handling adjustments and repair. Owner/General Contractor will be responsible for the final onsite mechanical connections in the building. These include, but not limited to water supply line, waste lines, plumbing vent lines, electrical connection to the service panel and any tightening of fittings that may have loosened during shipping and handling.

YOU ARE RESPONSIBLE FOR: CRANE AND CREW ON SITE TO SET THE BUILDING, WT 75,550 LBS. APPROVAL OF ALL DRAWINGS. PROVIDING CLEAR ACCESS TO THE SITE FOR OUR SEMI, ALL MECHANICALS, ALL SITE PREP AND PERMITS.