

**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 : February 27, 2013 Agenda Date March 7, 2013  
TITLE : Waiver of Bids - The Flolo Corporation  
Highland Estates Lift Station Control Panel Replacement  
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Were Any Bids Withdrawn \_\_\_\_\_ Yes \_\_\_\_\_ No  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? \_\_\_\_\_  Yes \_\_\_\_\_ No  
If yes, explain:  
Award Recommended to Lowest \_\_\_\_\_ Yes \_\_\_\_\_ No  
Responsible Bidder?  
If no, explain: Purchase from manufacturer's authorized distributor.

**FISCAL IMPACT:**

Engineer's estimate/budget estimate \$59,790.00  
Amount of Award \$59,790.00

**BACKGROUND/RECOMMENDATION:**

Waive bids and award a contract to The Flolo Corporation to build and supply a control panel for the Highland Estates Lift Station in an amount not to exceed \$59,790.00.

Has Recommended Bidder Worked for Village Previously  Yes \_\_\_\_\_ No  
If yes, was quality of work acceptable  Yes \_\_\_\_\_ No  
Was item bid in accordance with Public Act 85-1295? \_\_\_\_\_ Yes  No  
Waiver of bids - Public Act 85-1295 does not apply  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  
**From:** Angela M. Podesta, Utilities Superintendent *AMP*  
**Through:** Carl S. Goldsmith, Director of Public Works *g*  
**Date:** February 27, 2013  
**Subject:** **Waiver of Bids - The Flolo Corporation  
Highland Estates Lift Station Control Panel Replacement**

### Background

In 2000, the Village developed a standard for lift station construction. The standardized control panel is built by The Flolo Corporation (Flolo), Bensenville, IL. Although not every control panel is identical due to pumping requirements, the layout is the same which aids in troubleshooting and many of the components are interchangeable which reduces parts inventory. Highland Estates Lift Station was built in 1998 and has had several modifications since then. The current control panel will not accommodate the addition of a generator.

Flolo has submitted a quote for the construction of the control panel in the amount of \$59,790.00. This project is being funded by the Water & Sewer Capital Reserve Fund.

### Recommendation

Please request the Board of Trustees to waive bids and award a contract in an amount not to exceed \$59,790.00 for the construction of a control panel for the Highland Estates Lift Station to The Flolo Corporation of Bensenville, IL at their March 7, 2013 meeting.

# VILLAGE OF LOMBARD

## HIGHLAND ESTATES LIFT STATION CONTROL PANEL REPLACEMENT PWU-1311

### CONTRACT

This agreement is made this 7<sup>th</sup> day of March, 2013, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and ( ) 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:

UL Listed DuPlex Pump Control Panel, for the Highland Estates Lift Station in an amount not to exceed \$59,790.00

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 #13.04.03.84.0013 – Rev. 2 Items 1 and O.1 Dated February 15, 2013
  - b. 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 \$59,790.00 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 June 15, 2013. 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 Ware, Acting Village President, and the Contractor have hereunto set their hands this 7<sup>th</sup> day of March, 2013.

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 7<sup>th</sup> day of March, 2013.

\_\_\_\_\_  
William Ware  
Acting Village President

Attest:

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

# The Flolo Corporation - Systems Group

February 15, 2013

Quotation # 13.04.03.84.0013 - Rev. 2  
2 page(s)

Tom Ryan  
Village of Lombard  
Dept. of Public Works  
255 E. Wilson Ave.  
Lombard, IL 601148

Re: Highland Estates Lift Station Replacement Panel

Dear Mr. Ryan,

Thank you for giving The Flolo Corporation, Flolo Systems Group the opportunity to provide Village of Lombard with this proposal for a new pump control panel. Under this proposal Flolo will supply the following:

1. **UL Listed Duplex Pump Control Panel** including:
  - 1 - NEMA 4X 304 stainless steel enclosure on 12" legs, doorstops, and data pocket  
**Shorter 60" x 72" x 16" enclosure**
  - 1 - Fans and Louvers with bug screens and NEMA 4X rain hoods
  - 1 - 6" drip shield
  - 1 - Generator receptacle AR-2042S22
  - 1 - 200A Manual Transfer Switch - 460 VAC, 3 Ph., 60 Hz.
  - 2 - Time Mark 257B 3-Phase monitors w/ fuse protection [generator power/line power]
  - 1 - Sq D SDSA3650 Line surge arrestor
  - 1 - Enclosure 400W heater & circulation fan
  - 2 - Enclosure internal lighting Hoffman LF120V18 [ALF16D18 is obsolete]
  - 1 - PMI 7300-ION 3-Phase Power Meter (24 VDC power supply) w/ fuse protection & CT's
  - 1 - Sq D FAL34020 CCT primary circuit breaker
  - 1 - Hevi Duty T5000 5.0 KVA, 1 phase control/lighting transformer
  - 7 - AB 1489-A1 control circuit branch circuit breaker
  - 1 - Lighting panel w/ (7) ground fault circuit breakers
  - 1 - IF24-12 24VDC, 12 Amp power supply
  - 2 - Sq D FAL34020 20 Amp pump branch circuit breakers
  - 2 - Siemens NEMA Size 1 FVNR Starter with ESP-200 Overload relays [5 HP Pumps]
  - 2 - Through-door overload reset operators
  - 2 - Install Flygt miniCAS modules - **Modules supplied by The Village of Lombard**
  - 1 - Allen Bradley MicroLogix 1400 PLC with:
    - 1 - 1766-L32BXBA PLC Brick
    - 1 - 1762-IQ16 discrete input module
    - 1 - 1762-IF4 analog input module
  - 1 - N-Tron 5-port switch
  - 1 - Maple Systems HMI5043T HMI w/ cable
  - 1 - As required plug-in interface/logic relays
  - 1 - Radio modem **supplied and installed by others**
  - 5 - Pilot Lights [push-to-test]
    - Pump #1 Run
    - Pump #1 Fail
    - Pump #2 Run
    - Pump #2 Fail
    - PLC Running

- 3 - Selector Switches
  - Pump #1 - Hand / Off / Auto
  - Pump #2 - Hand / Off / Auto
  - Float Lead/Lag - 1,2 / 2,1
- 1 - Street Light - Off / On switch
- 1 - Siemens A1000i loop powered level transducer scaled to 0 -30' water, 80' sensor cable, breather assembly kit, and suspension system with 30' of stainless steel chain. Note 2
- 1 - P&F 4-20 mA single channel intrinsically safe barrier for level sensor
- 1 - P&F discrete input intrinsically safe barrier for (2) float switches
- 1 - Battery voltage level transmitter (4-20 mA to analog input)
- 2 - HASE - HZS12-18 12 volt sealed batteries
- 1 - ChargeTek 500 24VDC dual battery auto sense charger
- 1 - Tomar 490S1280 (Amber) Micro IV strobe
- 1 - RoughLyte yard light w/ 12 watt LED bulb - Com Ed power fail
- 1 - As required terminals for field wiring
- 2 - Float switches with 75' cords
- 1 - Set of spare fuses used in panel

Your price for Item 1 above described control panel and a limit of 16 hours of engineer's time for system start-up and training on the equipment. (All programming by others.) **\$ 57,853.00**

**Options:**

O.1. Increase enclosure height to 72". **Add \$ 1,937.00**

**Notes:**

- N.1. Radio modem in its entirety is not a part of this offer.
- N.2. The Village of Lombard will supply and install an Ashcroft G27M transducer into the Siemens A1000i level transducer.
- N.3. PLC and HMI programs will be supplied by Lombard.
- N.4. Installation contractor to accept, unload and set panel at the job site. The installation contractor will store and protect all shipped loose parts.
- N.5. Installation contractor to pipe, wire and make all connections to the panel.
- N.6. Flolo will store the quoted equipment at no charge in the case that Flolo completes assembly and testing and the job site is not ready to accept the equipment as long as The Village of Lombard will accept and pay the invoice for the equipment.

**Quotation # 13.04.03.84.0013 - Rev. 2, Quotation Valid for 30 Days**

**Delivery Drawings: 02 -- 03 Working Weeks ARO**

**Delivery Panel: 11 -- 12 Working Weeks ARA**

**Terms: Net 30 Days, Freight Allowed to location in Lombard**

Respectfully,

THE FLOLO CORPORATION

*Michael R. McBlaine*

Michael R. McBlaine  
Director of Engineering  
Flolo Systems Group  
Ph: 1.630.422.4940

cc: George Flolo -- TFC  
Dennis Lamb -- TFC

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**CONTRACT FOR HIGHLAND ESTATES CONTROL PANEL REPLACEMENT**  
**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 HIGHLAND ESTATES CONTROL PANEL REPLACEMENT**  
**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.