


**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 - Energenecs, Inc  
North Broadway Interim Pump Station SCADA Integration  
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Were Any Bids Withdrawn \_\_\_\_\_ Yes \_\_\_\_\_ No  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 \$40,000.00 Amount of Award \$35,700.00  
Water & Sewer Capital Reserve Fund: 520.790.715.75420 Proj: SS 15 01 Construction

**BACKGROUND/RECOMMENDATION:**

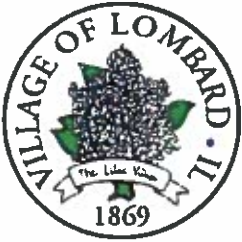
Waive bids and award a contract to Energenecs, Inc for the integration and SCADA control programming of the North Broadway Interim Pump Station in an amount not to exceed \$35,700.00.

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  
**Through:** Carl S. Goldsmith, Director of Public Works  
**Date:** January 23, 2017  
**Subject:** **Waiver of Bids - Energenecs, Inc.**  
Integration & SCADA Control Programming for the North  
Broadway Interim Pump Station

### Background

The current Village SCADA system programmer and integrator is Energenecs, Inc. of Cedarburg, WI and has used Energenecs as their primary SCADA system integrator since 2002. All computer system programming, panel modifications, SCADA system upgrades, and radio/telemetry work has been completed by Energenecs. They understand the Village's needs and has continued to be the Village's main SCADA integrator for the last 14 years. There is tremendous value in having a solid relationship with a SCADA system integrator, which is not uncommon in this market. They have integrated the Village's entire SCADA system infrastructure, they are responsive, and they have competent and reliable staff that is easy to work with and understand our vision and current needs.

Energenecs has submitted a quote for the Integration and SCADA Control Programming for the North Broadway Interim Pump Station in a not to exceed amount of \$35,700.00. By entering into an agreement directly with the Village and not through a contractor, the Village is saving approximately 15% (or \$5,000) and avoiding contractor markup. Scheduling and coordination of the SCADA programming will be handled by the Village's consultant for the project.

Funds for the SCADA Integration 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 \$35,700.00 for the Integration and SCADA Control Programming for the North Broadway Interim Pump Station to Energenecs, Inc. of Cedarburg, WI at the February 16, 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 Integration & SCADA Control Programming for the North Broadway Interim Pump Station

This agreement is made this 16<sup>th</sup> 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 (Energenecs, Inc of Cedarburg, 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:

#### Integration & SCADA Control Programming Services for the North Broadway Interim Pump Station in an amount not to exceed \$35,700.00

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 – Rev. 1 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 \$35,700.00 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 16<sup>th</sup> 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 16<sup>th</sup> 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 proposal for the Integration & SCADA Control Programming for 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



**energenecs**

## PROPOSAL

**Date:** 5/10/2016 Updated 1/11/2017

**Project Name:** Village of Lombard  
Broadway Stormwater Station

**To:** Luke Sharp

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Energenecs would like to offer this proposal for SCADA services required for the new Broadway Stormwater Station with related Craig/Hickory site. Based on our meeting of August 31, 2015 and review of the recent drawings and specifications, we would like to offer the following:

Broadway Pump Station Site:

- Provide the PLC and HMI software for the SCADA panel which will be built by FLO-LO.
- Provide two configured Freewave FGR2-C Ethernet radios with lightning/surge arrestors to be installed and wired into FLO-LO's panel by them. I will assume that FLO-LO will provide a four port Ethernet switch as part of their panel with associated Ethernet cables.
- Provide and install two yagi directional antennas with coax cables to the outside of the building. One antenna will aim to the Craig/Hickory site and the other antenna will aim to the North Standpipe repeater.

Craig/Hickory Site:

- Provide the PLC software for the SCADA panel which will be built by FLO-LO.
- Provide one configured Freewave FGR2-C Ethernet radio with lightning/surge arrestors to be installed and wired into FLO-LO's panel by them.
- Provide and install one yagi directional antenna to the top of the pole with coax cable down to the panel. This will aim to the Broadway pump station site.

Charles Lane Pump Station

- We will send the data from Charles Lane station over to the HMI at Broadway and interlock the pumps at Broadway in the event that Charles Lane is at maximum capacity.

Other Work Included:

- We will add the software to the Master PLC and computer at Civic Center.
- We will pass data back through the SCADA radio network as recommended through the previous radio survey.
- I have included five (5) days of software startup services. Any time beyond that would be added on a T&M basis.
- Control software would be as determined by you in advance. I have not included additional time to re-configure the software to a different control scheme later

Cost to provide the work as described above would be **\$35,700.00**.



Terms:

- We request access to panels at Flo-Lo facility for programming and testing prior to delivery to site.
- Sales tax is not included
- Energenecs terms and conditions attached apply.

Please call if I you have any questions or other thoughts.

Sincerely,

Jared Feider  
Energenecs, Inc.  
(262) 387-1326

**ENERGENECS, INC. TERMS & CONDITIONS**

**Purchase Order Forms**

Orders submitted on BUYER'S purchase order forms will be accepted only with the express understanding that no statements, clauses or conditions contained in said order form will be binding on the SELLER if they in any way modify the SELLERS Terms & Conditions of sale.

**Prices**

All prices are F.O.B. factory unless expressly stated otherwise. Prices DO NOT include sales, excise, municipal, state or other government taxes.

**Acceptance**

Acceptance of a quotation, whether by a separate purchase order or by other means, shall constitute an acknowledgment of the quotation as written and an acceptance of the Terms & Conditions hereof.

**Credit Approval**

The credit terms specified on the face hereof are subject to SELLERS continuing approval of BUYERS credit and if, in SELLERS sole judgment, BUYERS credit or financial standing is so impaired as to cause SELLER in good faith to deem itself insecure, SELLER may withdraw the extension of credit and require other payment terms.

**Force Majeure**

Seller will not be liable for failure to deliver or perform, for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by the BUYER by reason of such delay or failure, when such delay or failure is, directly or indirectly, caused by, or in any manner arises from delays of suppliers or carriers or any other cause or causes beyond SELLER'S control.

**Payment**

95% payment due on shipment of equipment to job site. 5% due on acceptance of the system. Net 30 days on all invoices. 95% payment must be received before start up can be authorized. Any balance owed by BUYER is subject to a 1.5% per month delinquency charge until paid. **FIELD STARTUP SERVICE CANNOT BE AUTHORIZED WITHOUT 95% PAYMENT BEING REMITTED TO SELLER IN ADVANCE OF PERFORMING START UP SERVICES.** If no startup is required, 100% payment is due net 30 days from invoice date. BUYERS PAYMENT OBLIGATION IS IN NO WAY CONTINGENT UPON BUYERS RECEIPT OF PAYMENT FROM ANY OTHER PARTY. In addition to all other amounts due hereunder, BUYER shall reimburse SELLER in full for all collection costs or charges, including reasonable attorney fees, which SELLER may incur with respect to the collection of past due amounts from BUYER, including interest on overdue accounts. If BUYER is in default under this or any other agreement with SELLER, SELLER may, at their option, defer performance hereunder until such default is cured. SELLER shall have no obligation to provide factory startup assistance and/or factory training until all invoices (including retentions) for equipment have been paid in full.

**Warranty**

SELLER is a system integrator/manufacture's representative and, as such, our product guaranty(s) and warranty(s) is set forth in the manufacturer's instruction book or operation and maintenance manual that accompanies each product. SELLER does not offer its customers any warranty or guarantee that would impose upon SELLER greater obligations than those imposed by the manufacturers we represent.

SELLER shall not be liable for any incidental or consequential loss, damage or expense arising directly or indirectly from the use of the product. SELLER shall not be liable for any damages or charges for labor or expense in making repairs or adjustments to the product within the warranty period without prior written approval of SELLER. SELLER shall not be liable for any damages or charges sustained in the adaptation or use of its engineering data or services.

SELLER makes no warranties, expressed or implied, except as set forth in such standard Terms & Conditions of sale in this agreement. No claims of any kind shall be greater in amount than the purchase price of the SELLER'S products in respect of which such claims are made. SELLER is not liable in any event hereunder for any consequential, incidental or liquidated damages or penalties. **IN ANY CASE SELLER SHALL NOT BE LIABLE FOR FIELD WORK BY STAFF OTHER THAN THE SELLER UNLESS EXPRESSLY AUTHORIZED IN WRITING, IN ADVANCE, BY THE SELLER. THIS IS IN SPECIFIC REGARD TO BACK CHARGES.**

BUYER agrees to reimburse SELLER for ALL expenses incurred in servicing a warranty request if the cause of the warranty request is determined to be other than a manufacturer's defect or failure of a SELLER supplied component.

**Claim Period**

All goods are shipped at the risk of the buyer after they have been delivered by SELLER to the carrier. BUYER shall immediately inspect said equipment upon receipt of equipment and any damage must be noted on the freight carriers bill of lading at time of receipt. SELLER is not liable for any shortages or non-conformance unless notified thereof by BUYER within 10 days after BUYERS receipt of said equipment.

**Changes, Cancellations, Returns**

All requests for changes, cancellations and/or returns must have prior written approval and are conditional on manufacturers cancellation/return policies and subject to a restocking and/or service charge for order handling, inspection, reconditioning and repackaging, as required. Authorized returned goods must be packaged and shipped prepaid to manufacturer. Products more than six (6) months old cannot be returned for credit. Terms and conditions stated herein shall also govern and be binding to all BUYER requested/approved change orders.

SELLER shall retain a security interest in the equipment until the full purchase price has been paid. BUYER'S failure to pay any amounts when due shall give SELLER the right to possession and removal of the equipment at any time upon giving at least ten (10) days prior written notice. SELLER'S taking of such possession shall be without prejudice to any other remedies SELLER may have. Title to the equipment shall transfer to the BUYER upon shipment from SELLER.

**Submittal Drawings and Operation/Maintenance Manuals**

Submittal drawings and operation & maintenance documentation is provided in accordance with plan documents.

**THE SELLER RESERVES THE RIGHT TO REVIEW AND REVISE THIS PROPOSAL AFTER THIRTY DAYS FROM ISSUANCE.**

ENERGENECS, INC.

I accept this proposal and all terms thereof:

By: \_\_\_\_\_

Accepted: \_\_\_\_\_

Jared Felder

Title: \_\_\_\_\_

Date: \_\_\_\_\_