


**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 Niehaus, Village Manager  
DATE : January 7, 2016                      Agenda Date: January 21, 2016  
TITLE : Waiver of Bids – Xylem Dewatering Solutions, Inc.  
6" Diesel Powered Trash Pump  
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Were Any Bids Withdrawn \_\_\_\_\_ Yes \_\_\_\_\_ No  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:  
Award Recommended to Lowest Responsible Bidder? \_\_\_\_\_ Yes \_\_\_\_\_ No  
If no, explain:

**FISCAL IMPACT:**

Engineer's Estimate/Budget Estimate **\$75,000**  
Amount of Award **\$73,072.00**                      Account # 520.790.715.75420  
Water and Sewer Capital Reserve Fund - WA16 15

**BACKGROUND/RECOMMENDATION:**

Waive bids and award purchase for 6" Diesel Powered Trash Pump for an amount not to exceed \$73,072.00.

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 12:00 noon, Wednesday, prior to the Board Agenda distribution.**



## MEMORANDUM

**To:** Scott Niehaus, Village Manager  
**From:** Brian Jack, Utilities Superintendent   
**Through:** Carl Goldsmith, Director of Public Works   
**Date:** January 7, 2016  
**Subject:** 6" Diesel Powered Trash Pump - Waiver of Bids

---

### Background

The Water Treatment and Wastewater Pumping Division (WTWWP) is responsible for the maintenance and repair of fourteen sanitary sewer lift stations and seven storm sewer lift stations throughout the Village. The Village Board has continued to commit considerable funding over the years in the upgrading and rehabilitation of these stations with new equipment including control panels, pumps, generators, and in some cases total reconstruction. Due to the large rain events which resulted in flooding in some areas of town, these lift stations have been modified during recent upgrades to protect against flood waters.

During such rain events, large capacity portable trash pumps have been rented to help in relief of flood waters when existing stations cannot operate, able to keep up with stormwater flows, or are incapacitated due to flooding. Staff also rents these pumps to do routine maintenance, or minor repair work on the Village's lift stations.

Currently the Village does not own a large capacity portable trash pump and relies on rentals in the event that such a pump is needed. There are potential limitations with this philosophy in which pumps may not be available in emergency events, lead time for pumps to be delivered and set up, and repeated cost of rentals. The addition of a large capacity portable trash pump to the fleet will eliminate these limitations. Response times for lift station failures and the need for alternate or bypass pumping will decrease therefore reducing the risk for private property damage due to sewer backups or flooding.

The following is a summary of rentals on record in New World Systems over the past two years for these large capacity pumps. More rentals are anticipated for 2016 as preventative maintenance routines begin to take shape and large rain events occur.

- |         |                     |
|---------|---------------------|
| • 2014  | \$ 22,008.00        |
| • 2015  | <u>\$ 12,065.35</u> |
| • Total | \$ 34,073.35        |

Staff is proposing to purchase a 6" Diesel Powered Portable Trash Pump to eliminate the need for renting pumps during scheduled and emergency situations. The addition of this pump will greatly increase the response time during emergency situations and allow staff to perform more regular routine and preventative maintenance for the storm and sanitary lift stations.

Staff has received budgetary pricing for the requested pump and accessories as to be purchased new and used. The following is budget pricing for a 6" Critically Silenced Trailer Mounted Diesel Powered Trash Pump with suction and discharge piping to purchase new and used:

- New \$ 70,000
- Used \$ 40,000

Staff has researched and determined which manufacturer of pump it wishes to pursue based on recent rentals and the ability of the selected pump to perform with existing Village lift and storm water stations. The preferred pump is a Model CD150M, size 6" x 6" as manufactured by GODWIN PUMPS, Bridgeport, New Jersey. It is a portable diesel driven pump set fitted with a fully automatic priming system capable of repeated priming from a completely dry pump casing. Many pumps on the market do not have this self-priming feature. This feature will allow for un-manned pump operation for days at a time so staff can be directed to other important duties as assigned. Some design requirements also include the durability of the pump and the sound attenuated enclosure that it sits in. This critically silenced pump reduce noise from the pump and motor to just 68 decibels and can be used in residential neighborhood without producing much noise. Another key aspect of this pump is the Prime Guard controller. This is a state of the art digital controller that has dry-contacts on the circuit board that can be used for communication with the Village's SCADA system. Operators will be able to monitor the condition of the pump from remote locations and respond quickly if problems arise. A four to five year return on investment is expected due to the elimination of rental fees.

During the Capital Improvement Planning process in 2015, staff budgeted for and increased the Capital Reserve account 520.790.715.75420 (WS 16-15) to account for the type and style of pump that the WTWWP Division has requested.

**Recommendation:**

Staff is recommending the purchase of the Model CD150M GODWIN PUMP from Xylem Dewatering Solutions, Inc. of Atlanta, GA in the amount not to exceed \$73,072.00. Please present this request for a waiver of bids for the purchase of the Model CD150M GODWIN PUMP from Xylem Dewatering Solutions, Inc. of Atlanta, GA, in an amount not to exceed \$73,072.00 for approval by the Board of Trustees at their January 21, 2016 meeting.

May 20, 2015

Mr. Lukas Sharp  
Village of Lombard  
255 East Wilson Avenue  
Lombard, IL 60148

Phone: 630-620-5707  
Email: sharpl@villageoflombard.org

**RE: Pumping Equipment  
Sale Quotation 106012011**

Dear Mr. Sharp:

Thank you for your continued interest in Xylem Dewatering Solutions, Inc. d/b/a Godwin Pumps of America. Per our conversation, we are pleased to provide the following sale quotation for a Godwin Dri-Prime® Model CD150M pumpset.

The Godwin Dri-Prime® Critically Silenced Model CD150M is a six (6) inch diesel, auto-priming pumpset. This pumpset has maximum flow capabilities of 1,500 Gallons per Minute (GPM), maximum 160 feet of Total Dynamic Head (TDH) and solids handling up to three (3) inches in diameter. We are including a specification sheet, along with a pump curve, and bid specifications, for your reference.

As you may know, the Godwin Dri-Prime® is a totally automatic self-priming centrifugal pump, which can achieve suction lifts from a completely dry condition to 28 feet. The priming system utilizes a compressor, driven directly off the engine, which moves air across a set of venturis. This action creates a vacuum, drawing the water into the pump. The pump is primed automatically, quickly and repeatedly as needed. This is one of many features the Godwin Dri-Prime® Model CD150M diesel pumpset will make a valuable asset to your equipment inventory.

To complete your pumping system, we are including heavy duty suction hose, suction screen, bends, adapters, a step bow, Godwin Quick Disconnect pipe and heavy duty layflat discharge hose.

The equipment can be delivered within two (2) to three (3) weeks, upon receipt of your purchase order.

Pricing in this quotation is based on a final Tier 4 diesel engine. The pumpset may be subject to an additional price increase in 2016, as well. We have taken the required steps to comply with all government regulations for this size engine and have added an exhaust gas regeneration system, diesel exhaust fluid for larger engines and diesel particulate filters to reduce the amount of nitrous oxide and particulate matter that is released into the air.

Please keep in mind that Godwin Pumps is responsive around the clock to make sure your complete satisfaction is guaranteed before, during and after your purchase. If you have any questions or require additional information, please feel free to contact me directly at 815-341-5244 or the office at 708-889-1560. Godwin looks forward to assisting you with this purchase.

Sincerely,

A handwritten signature in black ink, appearing to read "Fred Ritschard". The signature is written in a cursive, slightly slanted style.

Fred Ritschard  
Outside Sales Representative

FR / ps

cc: Jeff Fata, Branch Manager

**SALE QUOTATION**

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
A	1	Godwin Dri-Prime CD150M Critically Silenced <ul style="list-style-type: none"> <li>• Sound Attenuated Enclosure</li> <li>• 6" 150# Flange Suction and Discharge</li> <li>• JCB TCAE-55 FT4 Diesel Engine</li> <li>• Includes PrimeGuard Engine Controller</li> <li>• Skid-mounted</li> <li>• <b>GL6 Drop Trl CS CD150/HS150 (9233)</b></li> </ul>	\$ 60,000.00	\$ 60,000.00
<p><b>*With purchase of above pump(s) we recommend that you also purchase the PM Service Kit(s) listed below:</b></p>				
	1	KTJCBTCA55FK01 JCB TCAE-55 Engine Filter Kit	200.00	200.00
	1	KTC150MRS22 CD150MSP Diesel 1-2 yr Spares Kit	1,300.00	1,300.00
B	1	Godwin Dri-Prime CD150M Critically Silenced <ul style="list-style-type: none"> <li>• Sound Attenuated Enclosure</li> <li>• 6" 150# Flange Suction and Discharge</li> <li>• John Deere 4045T290SP2 IT4 Diesel Engine, Skid-mounted</li> <li>• <b>**Used Pumpset, Approximately 3,000 Hours Run Time, iT4 or T3 Engine, Mounted on a Road Going Trailer. \$47,081.00, per unit**</b></li> </ul>	0.00	0.00
<p><b>*With purchase of above pump(s) we recommend that you also purchase the PM Service Kit(s) listed below:</b></p>				
	1	KT4045T290SFK04 Deere 4045T290 Silent Pack Filter Kit	95.00	95.00
	1	KTC150MRS22 CD150MSP Diesel 1-2 yr Spares Kit	1,300.00	1,300.00
C	1	6" Female Godwin QD x 6" 150# Flange Adapter Critically Silenced <ul style="list-style-type: none"> <li>• mounted on pumpset suction</li> </ul>	263.00	263.00
D	1	6" Male Godwin QD x 6" 150# Flange Adapter Critically Silenced <ul style="list-style-type: none"> <li>• mounted on pumpset discharge</li> </ul>	324.00	324.00

**Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.**



**SALE QUOTATION**

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
E	2	6" x 10' Black Water Suction Hose with Godwin QD Fittings	418.00	836.00
F	1	6" x 20' Black Water Suction Hose with Godwin QD Fittings	567.00	567.00
G	1	6" One Piece Suction Screen with Male Godwin QD Fittings	237.00	237.00
H	1	6" Godwin QD Step Bow	610.00	610.00
I	2	6" 90 Degree Godwin QD Bend	345.00	690.00
J	2	6" x 10' Godwin QD Pipe	379.00	758.00
K	4	6" x 50' Heavy Duty Orange Layflat Hose with Godwin QD Fittings	987.00	3,948.00
L	1	6" Male Godwin QD x 6" Female Cam & Groove Adapter	335.00	335.00
M	1	6" Female Godwin QD x 6" Male Cam & Groove Adapter	209.00	209.00

Due to a limited supply of the interim Tier 4 diesel engines, this quotation is valid for 10 business days from date of issue. Contact our office if an updated quotation is required.

Net Sale Total with Recommended PM Service Kits

\$ 71,672.00

Inbound Freight for New Equipment \$1,150.00

**NET SALE TOTAL**

\$ 68,777.00

**\$ 73,072.00**

**DELIVERY CHARGE**

\$ 250.00

Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.

## SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS

Lessor/Supplier and Customer agree that the terms and conditions printed below are material elements of this contract (the "Contract").

**OWNERSHIP:** FOR RENTED GOODS, RIGHTS AND TITLE SHALL REMAIN WITH THE LESSOR AT ALL TIMES. FOR SALE GOODS, RIGHTS AND TITLE SHALL PASS TO CUSTOMER ON THE EARLIER OF LESSOR'S RECEIPT OF PAYMENT IN FULL OR CUSTOMER'S RECEIPT OF GOODS AT THE FOB POINT SPECIFIED IN THIS CONTRACT.

**ACCEPTANCE/MODIFICATION:** Customer's notice to proceed or possession of the goods shall be deemed acceptance of the Contract. Any purchase order or other document submitted by Customer with differing terms or conditions applicable to the goods is hereby rejected. This Contract contains the entire agreement between the Lessor/Supplier and the Customer. No modification of this Contract shall be binding upon Lessor/Supplier unless such modifications are in writing and signed by both parties.

**DELIVERY:** Customer shall obtain goods at Lessor's/Supplier's facility unless Lessor/Supplier agrees to ship goods or to make delivery. If goods are to be shipped or delivered by Lessor/Supplier, prices are exclusive of the costs thereof, unless different terms are stated by Lessor/Supplier in this Contract, all prices F.O.B. Supplier's facility.

**REMOVAL:** Customer agrees not to remove rented goods from the original delivery location without the prior written consent of the Lessor, which shall not be unreasonably withheld.

**RENTAL CHARGES:** Customer will be charged rental from delivery date up to and including date Customer obtains an Off Rent Call Confirmation Number from Lessor. All rental charges are based on an eight hour working day, 48 hour working week, or 28 day month, and no reduction in rental charges will be made any time the goods are not used while in Customer's possession and control. Customer agrees to report and pay for any overtime use of the goods in any day, week or month, at the proportional rental charge specified in this Contract. If time is fixed for rental period, or if rental is extended beyond the fixed period time, the Customer agrees to give the Supplier four (4) full business days notice of termination of rental in writing. The rented goods are furnished F.O.B. Lessor's facility and all handling and transportation charges to and from Lessor's facility, unless otherwise specified herein, shall be paid by Customer.

**EDIT/PAYMENT TERMS:** Credit terms are subject to the approval of Lessor's credit department. If credit terms are not approved, sale will be C.O.D. Rentals shall be payable in advance for each rental period, and, after the expiration of the minimum guaranteed rental period, rents shall be payable per the Contract until the rented goods are returned by Customer. Standard terms of payment are net 30 days from date of invoice. A late fee of 1½ percent per month will be charged on all balances over 30 days. Customer agrees to pay all costs, including reasonable attorneys' fees, incurred as a result of Customer's breach of this Contract including the failure to pay any amounts due hereunder.

**INSURANCE:** Customer must maintain specific insurance coverages when renting goods from Supplier: Statutory Workers' Compensation and Employers' Liability in compliance with state laws; Automobile Liability including owned, leased, and non-owned vehicles; and Commercial General Liability on a primary and non-contributory basis including broad form contractual liability coverage. Minimum per occurrence limits of \$1MM must be per location/job and defense costs must be supplementary payments. Claims-made policies are not acceptable. Rented/leased equipment must be covered by a Contractor's Equipment policy for full replacement value of the equipment. Customer must provide a Certificate of Insurance with endorsements naming Supplier as the Certificate Holder and Lessor/Supplier as the insured and Lessor/Supplier as the loss payee. Expiration dates, limits, and deductibles for each policy must also be noted, along with a provision for notice of cancellation, non renewal, or material change to the Certificate holder of not less than 30 days. Customer shall provide a Certificate of Insurance with endorsements as evidence of coverage before Supplier will release the goods. Failure to maintain adequate insurance will result in an additional automatic surcharge of 15% to the total equipment charge and Customer shall remain subject to the Loss/Damages provisions herein whether insured or not.

**LOSS/DAMAGES:** Customer shall be responsible for all loss or damage to rented goods occurring in excess of ordinary wear and tear, or by theft or fault, negligence or shortages up to the full replacement value of the goods. Lessor's receipt for rental goods shall not be construed as Lessor's final acceptance to Customer. Customer may be invoiced separately for loss or damages to goods.

**OPERATION/INSPECTION:** Customer agrees to operate the equipment in accordance with the manufacturer's manuals and instructions. Customer further agrees to place a competent operator in charge of the equipment. The operator shall be responsible for conducting a personal inspection of the equipment to reveal any apparent defects in the equipment and shall immediately notify Lessor of such defects to allow for repair or replacement of the equipment at Lessor's discretion. Customer shall operate the equipment at Customer's own risk.

**SERVICE/MAINTENANCE:** Customer shall be responsible for all fuel and all oils necessary to operate the equipment, and to check same daily to ensure proper operation of the equipment. Normal equipment maintenance is completed after 2 hours of running time, which can be provided by Lessor/Supplier for an additional charge. For rentals, Lessor shall have the right to enter the premises where rental equipment is located and be given free access thereto and afforded necessary services and facilities for safely and readily inspecting it. Lessor reserves the right to conduct equipment maintenance if Customer has not completed maintenance by a qualified individual. Customer expressly agrees to maintain rental equipment in a return it in the same condition as when received, normal wear and tear accepted, and to pay for any repairs that may be necessary, including cleaning.

**WARRANTY:** EXCEPT FOR WRITTEN WARRANTIES ON GOODS SOLD, LESSOR/SUPPLIER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

**INDEMNIFICATION:** TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR/SUPPLIER FROM AND AGAINST ANY AND ALL POTENTIAL CLAIMS, LIABILITIES, DEMANDS, SUITS, JUDGMENTS AND THE ASSOCIATED COSTS AND EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES), WHICH LESSOR/SUPPLIER MAY INCUR, BECOME RESPONSIBLE FOR OR PAY OUT AS A RESULT OF DEATH OR PERSONAL INJURY TO ANY PERSON OR DESTRUCTION OR DAMAGE TO ANY PROPERTY, CAUSED IN WHOLE OR IN PART, IN THE OPERATION, MAINTENANCE, HANDLING OR TRANSPORTATION OF THE EQUIPMENT, LOSS OF USE, BUSINESS INTERRUPTION OR EXTRA EXPENSE DUE TO EQUIPMENT BREAKDOWN WHILE IN THE CUSTOMER'S CARE, CUSTODY OR CONTROL, OR WHILE IT IS BEING USED FOR CUSTOMER'S WORK. THESE PROVISIONS SHALL SURVIVE TERMINATION OR EXPIRATION OF THE CONTRACT.

**LIMITATION OF LIABILITY:** LESSOR/SUPPLIER LIABILITY, IF ANY, SHALL BE LIMITED TO THE VALUE OF THIS CONTRACT OR \$100,000, WHICHEVER IS GREATER. UNDER NO CIRCUMSTANCES SHALL LESSOR/SUPPLIER BE LIABLE TO CUSTOMER OR ANY THIRD-PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

**DEFAULT/DAMAGES:** If Customer is in breach of or default in any terms or conditions of this Contract, Lessor/Supplier may terminate this Contract and without demand or notice take immediate possession of, and remove any or all of, the equipment and return it to Lessor's/Supplier's facility, without liability for damages in trespass or otherwise, and without thereby waiving any claim Lessor/Supplier may have against Customer. Customer shall be responsible for all direct and indirect costs along with general and consequential damages, including reasonable attorney's fees and court costs, from Customer's breach of or default in any of the terms or conditions of this Contract.

**JURISDICTION/VENUE:** This Contract shall be governed by the laws of the State of New Jersey, without regard to its principles of conflicts of laws. Any action against Lessor/Supplier shall be filed in the Federal or State Courts of the State of New Jersey. Lessor/Supplier, at its option, may prosecute collections where debts do not accrue.

**WAIVER:** Lessor's/Supplier's waiver of any right under this agreement shall not affect future application of any such provision or any other provision.

**SEVERABILITY:** The provisions of this contract shall be severable so that the invalidity, unenforceability or waiver of any provision shall not affect the remaining provisions.

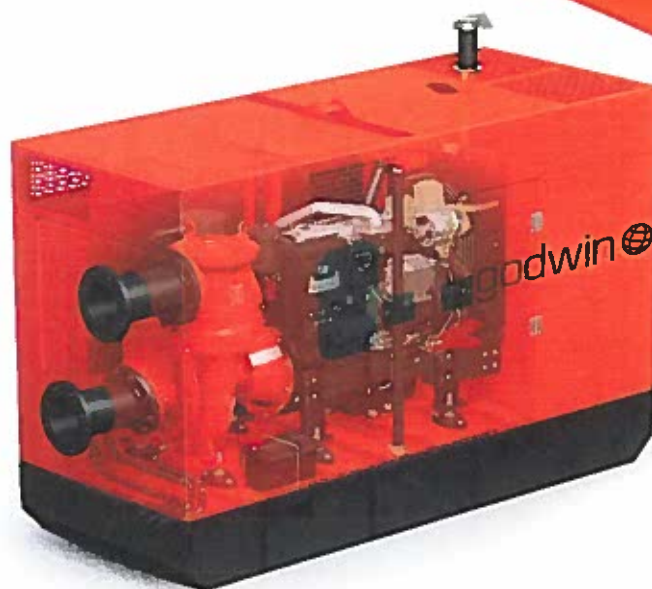


# Critically Silenced Dri-Prime<sup>®</sup> Pumps

The Godwin Critically Silenced enclosure houses the versatile Dri-Prime CD, HL, NC and Wellpoint range pumps in a specially designed, acoustically-silenced enclosure. The Critically Silenced unit is intended for use in any pumping application where engine and other noise must be kept to a minimum. Sound levels are approximately 69 dBA at 30 feet (9 meters).

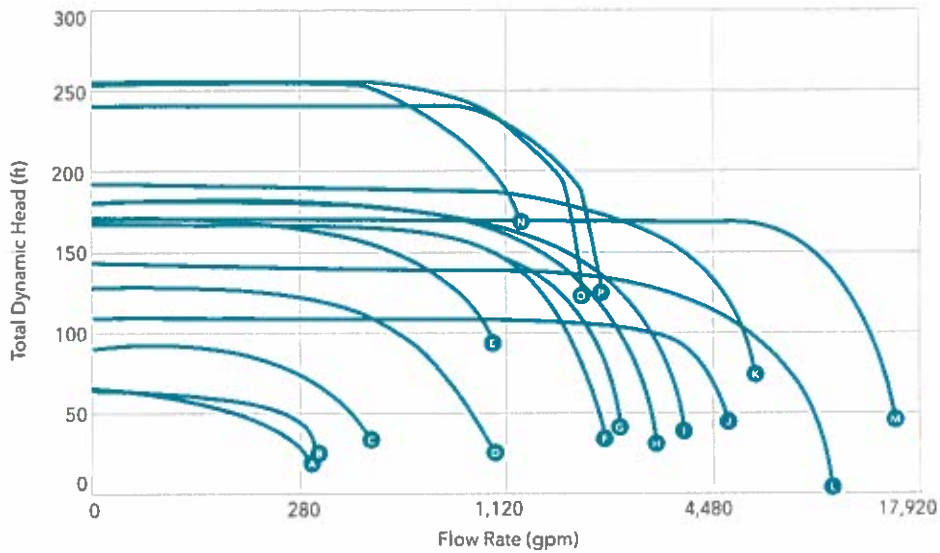
## Features and Benefits

- 14-gauge sheet metal (12-gauge on larger units) enclosure lined with 1" and 2" (25mm and 50mm) layers of polydamp acoustical sound-deadening material
- Engine designed with critical grade muffler, silenced priming exhaust, and isolated engine vibration to further reduce operating noise
- Hinged, lockable doors for controlled access to operating controls and service locations
- Entire unit can be unbolted and removed from the optional DOT highway trailer for added versatility
- UL142 rated and double wall fuel tanks are available



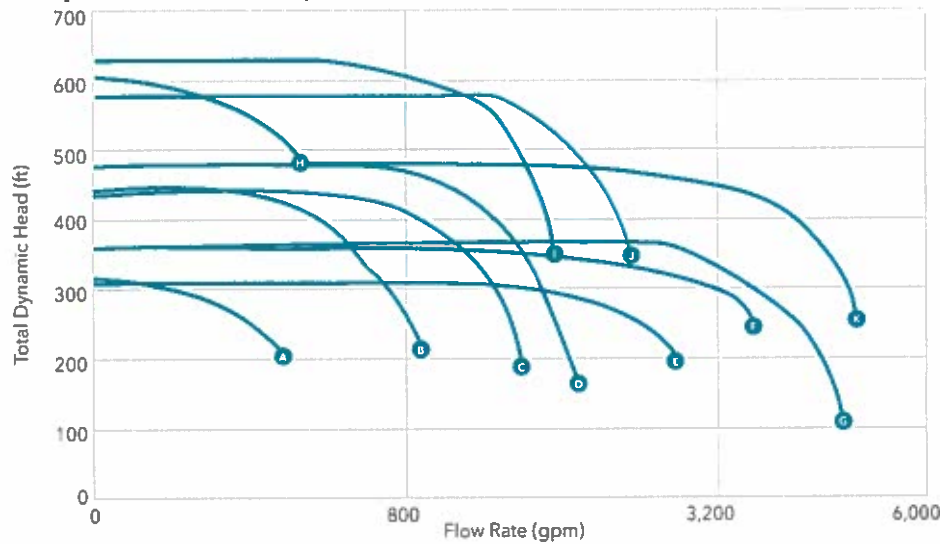
godwin   
a xylem brand

### Pump Curve - CD Range



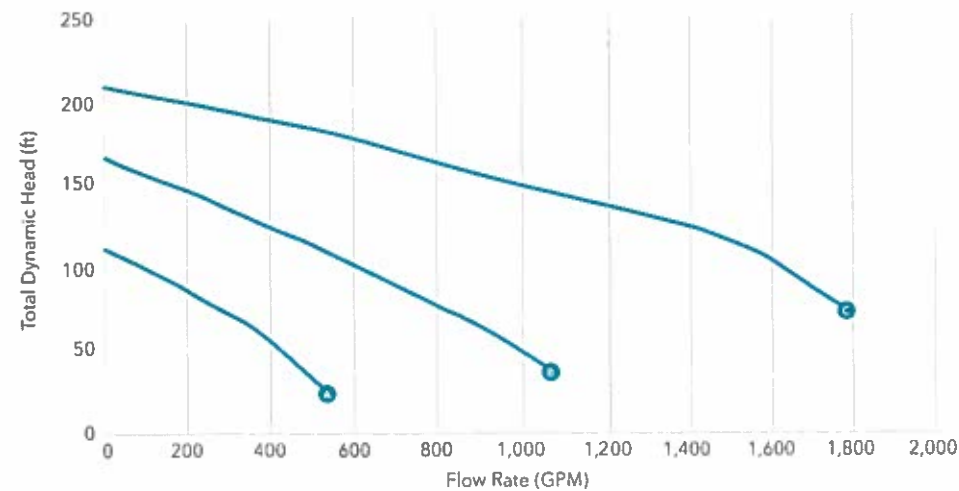
- A CD75MA5
- B CD80D
- C CD80M
- D CD100M/CD100MV
- E CD103M
- F CD150M/CD150MV
- G CD200M
- H CD225M/CD225MV
- I CD250M
- J DPC300
- K CD300M
- L CD400M
- M CD500M
- N CD140M
- O CD160M
- P CD180M

### Pump Curve - HL Range



- A HL80M
- B HL100M
- C HL125M
- D HL150M
- E HL200M
- F HL225M
- G HL250M
- H HL110M
- I HL130M
- J HL160M
- K HL260M

### Pump Curve - NC Range



- A NC80
- B NC100
- C NC150

Composite curves for comparison purposes only. Consult engineering data for exact flow and head capabilities.



84 Floodgate Road  
 Bridgeport, NJ 08014  
 (856) 467-3636 . Fax (856) 467-4841  
 sales@godwinpumps.com

Reference number: Critically Silenced  
 Date of issue: June 05, 2014  
 Issue: 1  
[www.godwinpumps.com](http://www.godwinpumps.com)