

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 : November 24, 2020 Agenda Date: December 3, 2020
TITLE : Bid Opening for: HVAC Maintenance Contract PWO 2106
SUBMITTED BY: Tom Ellis, Operations Superintendent *TE*

RESULTS:

Date Bids Were Published 11/5/20 Bidding Closed 11/20/20

Total Number of Bids Received 1

Total Number of Bidders Meeting Specifications 1

Bid Security Required X Yes No

Performance Bond Required Yes X No

Were Any Bids Withdrawn Yes X No

Explanation:

Waiver of Bids Requested? Yes X No

If yes, explain:

See attached memo.

Award Recommended to Lowest X Yes No

Responsible Bidder?

If no, explain: **See attached memo.**

FISCAL IMPACT:

Amount of Award FY21 \$28,580.00 , 101.120.113.75730, 101.210.113.75730,
101.230.113.75730, 101.270.113.75730

BACKGROUND/RECOMMENDATION:

See attached memo.

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



To: Scott Niehaus, Village Manager
Through: Carl Goldsmith, Director of Public Works *Cg/sc*
From: Tom Ellis, Operation Superintendent *TE*
Date: November 24, 2020
Subject: HVAC Maintenance Contract PWO 2106

On Friday, November 20, 2020, bids were opened for the HVAC Maintenance Contract. Bid specifications were sent to nine (9) vendors, resulting in one (1) bidder responding who met Village specifications. Seasons Comfort was the low bidder. The bid results are as follows:

| <u>Supplier</u> | <u>First year cost 12- months</u> | <u>2nd year cost 12- Months</u> | <u>Total 2 Year Contract Cost</u> |
|---|---------------------------------------|--|---------------------------------------|
| Season's Comfort 107 W 61 st St Westmont, IL 60559 | \$28,580.00 | \$29,578.00 | \$58,158.00 |

The contract would be in effect for a two year period from January 1, 2021 to December 31, 2022 with a potential extension for one additional two year period. The scope of work includes all maintenance of the HVAC systems in the Public Works Buildings, Village Hall, Police Station, both Fire Stations and the Water Production Civic Center Reservoir and Central Station.

Season Comfort has been the Village's HVAC service provider for the last four years. Their work has been acceptable and they have been responsive to mechanical issues when called upon. The recent village wide upgrades to HVAC equipment has contributed to contract reductions of \$10,400 over the last contract in 2017.

Staff recommends contract approval with Season Comfort for HVAC Maintenance in an amount not to exceed \$28,580.00 FY21 and \$28,578.00 FY22

Please place this item on the December 3, 2020 agenda for consideration by the Village Board. If you have any questions, feel free to contact me.

VILLAGE OF LOMBARD

CONTRACT DOCUMENT NUMBER PWO-2106
HVAC Maintenance Contract

This agreement is made this 3 day of December, 2020, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (Season Comfort.) hereinafter referred to as (the "Contractor").

Witnesseth, That in consideration of the mutual promises of the parties delineated in the Contract Documents, and herein, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the Contract Documents:

HVAC Maintenance Contract Year 1- \$28,580.00, Year 2- \$29,578.00

1. This Contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
 - a. Specification and Contract Document no. PWO 21-06 for HVAC Maintenance , consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document No. 384296 - Legal Notice
 - iv) General Terms, Conditions and Instructions
 - v) Specific Terms, Conditions and Instructions and Blue Prints
 - vi) Bid Proposal Form
 - vii) Plans and Specifications and Specification Deviation Form
 - b. The Contractor's Bid Proposal Dated 11/18/20_
 - c. Required Performance and Payment Bonds and Certificate of Insurance

2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this Contract the total sum of \$ 28,580.00 YR 2- \$29,578.00 paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.
3. The Contractor represents and warrants that it will comply with all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
4. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project within 120_ calendar days from the date of the Notice to Proceed. Time is of the essence of this Contract and Contractor agrees to achieve completion within the Contract time by all proper and appropriate means including working overtime without additional compensation.
5. Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the Contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.
6. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this Contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
8. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.
9. 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 Keith Giagnorio, Village President, and the Contractor have hereunto set their hands this 3 day of December, 2020.

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 3 day of December, 2020.

Individual or Partnership _____ Corporation _____

By _____ Position/Title

By _____ Position/Title

Season Comfort

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 3 day of December, 2020.

Keith Giagnorio
Village President

Attest:

Karen Kuderna
Village Clerk