

## InterOffice Memo



**To:** David Hulseberg, Village Manager  
**From:** David A. Dratnol, P.E., Village Engineer *RCS For DAD*  
**Date:** August 24, 2011  
**Through:** Carl Goldsmith, Director of Public Works *CG*  
**Subject:** Lift Station Improvements – Purchase of Back-up Generators  
 Project Number: SAN-11-03

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To expedite construction of the above project, the Public Works Department requests authorization to waive bids and to directly purchase three back-up generators (Olde Towne, Cambria and Elizabeth/Morris) from Cummins NPower for the above project.

The reason for purchasing the material in advance is to expedite both the shop drawing review and ordering process. By ordering the materials in advance the lead time can be shortened by eliminating the period of time needed to prepare final plans, bid the work and receive formal Village Board approval of the construction contract.

The bid proposal was received and opened at 11:00 A.M. on August 22, 2011.

The results are listed below:

Company	TOTAL
Cummins NPower	\$99,138.00
Engineer's Estimate	\$110,000.00

Cummins NPower has previously supplied the Village with three generators and has performed satisfactorily on those contracts. The Engineering Division recommends the award of this contract to Cummins NPower.

Public Works will be requesting a waiver of bids and solicit proposals from four to five selected contractors for the installation of said material at the October 6<sup>th</sup> meeting of the Board of Trustees.

**VILLAGE OF LOMBARD**

CONTRACT DOCUMENT NUMBER: SAN 11-03

This agreement is made this 1<sup>st</sup> day of September, 2011, between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and Cummins NPower LLC hereinafter to as (the "Contractor") and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the contract documents:

Delivery of three back-up generators, spare parts, training and support during installation and start-up.

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. SAN-11-03 for Purchase of Control Cabinets, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Proposal Submittal Instructions
    - iv) General Terms, Conditions
    - v) Specific Terms, Conditions and Instructions
    - vi) Proposal Form
    - vii) Specification Deviation Form
  - b. The Contractor's Proposal Dated August 22, 2011
  - c. Required Certificate of Insurance and Certifications
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 \$99,138.00 paid in accordance with the provisions of the Local Government Prompt Payment Act.
3. The Contractor represents and warrants that it will comply will 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 49 calendars days for the Elizabeth/ Morris generator and 63 calendar days for the Olde Towne and Cambria generators from the date of the Notice to Proceed/Award. 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. The Contractor will warranty the supplied equipment for one (2) years 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.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by William J. Mueller, Village President, and the Contractor have hereunto set their hands this 1<sup>st</sup> day of September, 2011.

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 1<sup>st</sup> day of September, 2011.

Individual or Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

\_\_\_\_\_  
By

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
By

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 1<sup>st</sup> day of September, 2011.

\_\_\_\_\_  
William J. Mueller  
Village President

Attest:

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

**CONTRACTOR'S CERTIFICATION:**

Contract Execution

\_\_\_\_\_, having submitted a bid on a contract  
(Name of Contractor)

for \_\_\_\_\_

General description of item(s)

to the Village of Lombard, hereby certifies that said contractor is not barred from bidding on the  
aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the  
Illinois Criminal Code or of any similar statute of another state or of a federal statute containing the  
same or similar elements.

By: \_\_\_\_\_  
Authorized Agent of Contractor

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**CONTRACTOR'S CERTIFICATION:**

**Sexual Harassment Policy**

\_\_\_\_\_, having submitted a bid/proposal for  
\_\_\_\_\_, to the Village of Lombard, hereby certifies that said contractor  
has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

By: \_\_\_\_\_  
Authorized Agent of Contractor

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**CONTRACTOR'S CERTIFICATION:**

**Illinois Department of Revenue - Tax Compliance**

\_\_\_\_\_, having submitted a bid/proposal for  
\_\_\_\_\_, to the Village of Lombard, hereby certifies that said contractor 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.

By: \_\_\_\_\_  
Authorized Agent of Contractor

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

CERTIFICATION OF CONTRACTOR c174E  
FHA Rules, 49 CFR 382

\_\_\_\_\_ hereby certifies that it is in full compliance with the  
[Company Name]  
Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing,  
49 CFR 382 et.seq., 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.

\_\_\_\_\_  
[Company Name]

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

Its: \_\_\_\_\_

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

### ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:  
Named Insured:  
Policy Number:  
Policy Period:  
Endors. Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability  
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.