


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 : August 27, 2014 Agenda Date September 4, 2014
TITLE : Waiver of Bids - Peerless Midwest, Inc.
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Were Any Bids Withdrawn _____ Yes _____ No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 \$50,000.00
Amount of Award \$38,183.00 Water & Sewer Capital Reserve Fund RM PROG 32
520.790.715.75420

BACKGROUND/RECOMMENDATION:

Waive bids and award a contract to Peerless Midwest, Inc for the rehabilitation of two (2) pump and motor assemblies in an amount not to exceed \$38,183.00.

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 *BJ*
Through: Carl S. Goldsmith, Director of Public Works *CG*
Date: August 20, 2014
Subject: **Waiver of Bids - Peerless Midwest Inc.**
 Rehabilitation of Water System High Service Pumps/Motors

Background

The Village of Lombard operates a water distribution system that uses high-service booster pumps to circulate water through the distribution system to and from the various water reservoirs to the customer. In June of 2014, the Village hired an outside professional firm to test and perform preventive maintenance on these high-service pumps and motors. In the future, this inspection and testing will be completed on an annual basis as part of a newly created preventative maintenance program. As part of this annual check-up; certain pumps and motor assemblies are identified as needing further repair or replacement. The annual capital budget allows for the repair or replacement of these pumps and motor assemblies as needed.

Request for Proposals

Based on the annual analysis perform in June, two (2) pumps were prioritized as needing further work. The two (2) pump and motor assemblies needing work include pump/motor #3 at the Highland Avenue Pumping Station and pump/motor #2 at the Main Street Booster Station. These pumps and motors are currently out of service. These types of emergency repairs will taper off due to an increase focus on the annual preventative maintenance program and not reactive repairs such as this. To expedite construction of the above project, the Public Works Department requests authorization to waive the formal bidding process in order to expedite the repair work. Staff instead sought proposals for the repair of the pump and the replacement of the electric motor for these assemblies. Documents were sent to three (3) area firms who were capable of performing such work. All three (3) vendors submitted a proposal.

The following three (3) firms submitted the following proposals:

SUPPLIER	PUMP #3	PUMP #2	TOTAL
Peerless Midwest, Mishawaka, IN	\$16,480.00	\$21,703.00	\$38,183.00
SK & Associates, Newaygo MI	\$18,000.00	\$23,500.00	\$41,500.00
IWS Services, New Carlisle, IN	\$18,952.00	\$24,958.00	\$43,910.00

Discussion

All proposals were checked to ensure that the supplier was providing the needed and necessary equipment. The lowest responsible proposal for the items requested is Peerless Midwest Inc. of Mishawaka, Indiana. The firm has performed pump and motor repairs over the past decade for numerous Villages' throughout the Chicagoland area and recently completed the Village's annual maintenance of all water system pumps and motors. Peerless Midwest Inc. is considered a reliable, responsive vendor.

Recommendations:

Please request the Board of Trustees to waive the formal bidding process and accept the lowest, responsible proposal for the rehabilitation of two (2) pump and motor assemblies as submitted by Peerless Midwest Inc. of Mishawaka, Indiana and authorize an agreement in an amount not to exceed \$38,183.00 at the September 4th, 2014 meeting. Sufficient funds for this procurement exist in the current budget.

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 rehabilitation of two (2) pump and motor assemblies

This agreement is made this 4th day of September, 2014, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (_____) 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:

Rehabilitation of Highland Pump/Motor #3 and Main Street Booster Pump/Motor #2
in an amount not to exceed \$38,183.00

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 dated August 11, 2014
 - 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 \$38,183.00 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.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by Village President, and the Contractor have hereunto set their hands this 4th day of September, 2014.

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 4th day of September, 2014.

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:

I _____ (Officer or Owner of Company) am _____ the _____ (Title) _____ (Name of Company) for _____

(the "Contractor"), which has submitted a proposal for Rehabilitation of Highland Pump/Motor #3 and Main Street Booster Pump/Motor #2 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 _____, 2014.

Notary Public

VILLAGE OF LOMBARD

Contract for rehabilitation of two (2) pump and motor assemblies

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in an amount not to exceed \$38,183.00

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IN WITNESS WHEREOF, the Village of Lombard, Illinois by Village President, and the Contractor have hereunto set their hands this 4th day of September, 2014.

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 4th day of September, 2014.

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:

I am the _____ for _____
(Officer or Owner of Company) (Title) (Name of Company)

(the "Contractor"), which has submitted a proposal for Rehabilitation of Highland Pump/Motor #3 and Main Street Booster Pump/Motor #2 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 _____, 2014.

Notary Public

Quote

Quote Number: Lombard81514

Date: August 15, 2014

Company: Village of Lombard

Address: 255 E. Wilson

State/Province: Lombard, IL

Zip/Postal code: 60148

Phone: _____

Fax: _____



INDUSTRIAL WATER SERVICES

Industrial Water Services
32899 Early Road
New Carlisle, IN
Phone: 574.850.4561

Item	Description	Quantity	Unit Price	Amount
	Aurora Serial Number 77-12136 Main Street Booster Station #2			
	Pull pump and motor, overhaul pump and motor* to like-new condition, return, reinstall and test.	1	\$15,985.00	\$15,985.00
	*Replacement of existing motor with new premium efficient motor, add.....	1	\$2,967.00	\$2,967.00
	Aurora Serial Number 90-09995-3 Highland Booster Station #3			
	Pull pump and motor, overhaul pump and motor* to like new condition, return, reinstall and test.	1	\$22,856.00	\$22,856.00
	*Replacement of existing motor with new premium efficient motor, add.....	1	\$2,102.00	\$2,102.00

Comments:

Sub total	\$43,910.00
Grand Total	\$43,910.00

Authorized By: _____



August 11, 2014

Village of Lombard
Department of Public Works
255 E Wilson Ave
Lombard, Il 60148

Attn.: Mr. Luke Sharp
Superintendent

Re: Overhauling projects

Dear Luke:

We are pleased to provide the following estimates for your consideration:

1. Main Street Booster Station # 2: This is Aurora serial # 77-12136. The project would consist of our pulling the pump and motor, bringing the equipment back to our shop, overhauling back to like-new condition, and then returning to reinstall and test.

Our estimate for this project will be \$13,900. This includes an overhaul for the motor.

Alternate: Replacement of the existing motor with a new premium efficient motor: Add \$2580.

2. Highland Booster Station # 3. This is Aurora serial # 90-09995-3. The project would consist of our pulling the pump and motor, bringing the equipment back to our shop, overhauling back to like-new condition, and then returning to reinstall and test. The baseplate for this unit will be replaced also.

Our estimate for this project will be \$19,875. This includes an overhaul for the motor.

Alternate: Replacement of the existing motor: Add \$1828.

We appreciate the opportunity to provide you with these estimates. Please let us know if you should have any questions, or if we can be of assistance to you in any way

Very truly yours,

PEERLESS-MIDWEST, INC.

Michael J. Williams

MJW:jar



SOLBERG, KNOWLES & ASSOCIATES

5720 WEALTHY STREET, NEWAYGO, MICHIGAN 49337

PHONE: 231-652-1934 • CELL: 616-893-9643 • FAX: 231-652-1938 • E-MAIL: jsolberg@wmis.net

August 15, 2014

Village of Lombard
Department of Public Works
255 E. Wilson Ave.
Lombard, IL 60148

Attn: Mr. Luke Sharp, Superintendent

Re: Overhauling projects

Dear Mr. Sharp,

We are pleased to provide the following estimates for your consideration:

1. Main Street Booster Station #2. This is Aurora serial #77-12136. The project would consist of pulling the pump and motor, taking equipment and overhauling to like-new condition and returning to reinstall and test.

Our estimate for this project will be \$15,000, and includes an overhaul for the motor.
Alternate: Replacement of existing motor with new premium efficient motor:
Add \$3,000.

2. Highland Booster Station #3. This is Aurora serial #90-09995-3. The project would consist of pulling the pump and motor, taking equipment and overhauling to like-new condition and returning to reinstall and test. The baseplate would also be replaced.

Our estimate for this project will be \$21,000, and includes an overhaul for the motor.
Alternate: Replacement of existing motor: Add \$2,500.

We appreciate the opportunity to provide you with these estimates. Please let us know if you have questions.

Best regards,

Jim Solberg
Solberg, Knowles & Associates

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