


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 - Xylem Water Solutions, Inc
North Broadway Interim Pump Station Dewatering 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Were Any Bids Withdrawn _____ Yes _____ No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: Purchase is directly from manufacturer.
Award Recommended to Lowest _____ Yes _____ No
Responsible Bidder?
If no, explain:

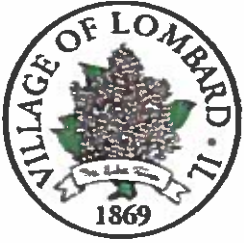
FISCAL IMPACT:
Engineer's estimate/budget estimate \$350,000.00 Amount of Award \$317,288.12
Water & Sewer Capital Reserve Fund: 520.790.715.75420 Proj: SS 15 01 Construction

BACKGROUND/RECOMMENDATION:
Waive bids and award a contract to Xylem Water Solutions, Inc for the purchase of 3 pump station pumps & associated draft tubes and accessories for North Broadway Interim Pump Station in an amount not to exceed \$317,288.12.

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 Jack, Utilities Superintendent *B*
Through: Carl S. Goldsmith, Director of Public Works *g*
Date: January 31, 2017
Subject: **Waiver of Bids - Xylem Water Solutions, Inc.
North Broadway Interim Pump Station - Pumping Equipment**

Background

To expedite construction of the above project, the Public Works Department requests authorization to waive bids and to directly purchase three pumps and associated draft tubes and accessories for North Broadway Interim Pump Station from Xylem Water Solutions, Inc. for the above referenced project.

The Village has standardized on Xylem (Flygt) pumps and accessories and has acquired multiple Xylem pumps throughout the course of the lift station modernization project that has been underway since 2001. There are fifty-three (53) Xylem (Flygt) pumps at the various lift stations throughout town. The pumps have performed satisfactorily and Xylem has provided adequate support for the equipment. The Water Treatment & Wastewater Pumping staff has attended training to maintain the Xylem (Flygt) pumps and it is more efficient for them to specialize in maintaining one manufacturer rather than multiple types of pumps. Inventory needs are also held to low levels due to the standardized pumping equipment.

Xylem (Flygt) has provided a price that includes the pumps and associated draft tubes and accessories and safety hatches and grates for the North Broadway Interim Pump Station. The cost for the pumps & associated draft tubes and accessories for the North Broadway Interim Pumping Station site is \$317,288.12. The proposal from Xylem does not include installation. The installation for the pumps and associated draft tubes and accessories will be bid together under a separate contract for the project and installed by a contractor. By purchasing the pumps and associated draft tubes outright, the Village is saving approximately 10% (or \$32,000) and avoiding contractor markup. Scheduling and coordination of the delivery will be handled by the Village's consultant for the project.

Recommendation

Please request the Board of Trustees to waive bids and award a contract in an amount not to exceed \$317,288.12 for the purchase of the lift station pumps, associated draft

tubes and safety hatches and grates for the North Broadway Interim Pump Station from Xylem Water Solutions, Inc. of Chicago, IL at their February 16th 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 Purchase of Pumping Equipment for The North Broadway Interim Pump Station

This agreement is made this 16th 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 Xylem Water Solutions, Inc., of Chicago, IL 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:

Pumping Equipment - in an amount not to exceed \$317,288.12

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 Quote #2015-CHI-0476 Alternate 1, V7 dated January 17, 2017 and Quote #2017-CHI-0065 dated January 31, 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 \$312,288.12 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: Deliver submittals for Village approval within one (1) week of Notice to Proceed and deliver equipment within seven (7) weeks from the date the Village approves the submittals. 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 16th 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 16th 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 quote for the North Broadway Interim Pumping 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



Xylem Water Solutions USA, Inc.
Flygt Products

January 17, 2017

8402 183rd Street Suite A
Tinley Park, IL 60487
Tel (708) 342-0484
Fax (708) 342-0491

VILLAGE OF LOMBARD
255 E WILSON
LOMBARD IL 60148

Quote # 2015-CHI-0476 Alternate 1, Version 7
Re:Lombard - North Broadway LS

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

Dewatering Pump

Qty	Description
1	NP489-4 7.5/460/3 50' FM FLS+ FV

Accessories

Qty	Description
1	BRACKET,GUIDE BAR UPPER 2" 316
1	CONNECTION,DISCH 4X4" CI
1	HOOK,SAFETY ASSEMBLY SS
1	HARDWARE,DISC CONN ASSY 304SS
1	KIT,HARDWARE 3/8IN SS (2X)
40	CHAIN,3/16" 316L
1	KIT,CHAIN FITTING 3067-3127+ 316SS
1	BRACKET,INT GB 2 X 4" 304SS+ FOR STEEL PIPE
80	TS3042 FEET 2"GUIDE RAIL 304SS
1	GRIP,CABLE SS 19-24MM
1	HOLDER,CABLE 304

Stormwater Pump

Qty	Description
-----	-------------



Qty	Description
2	<p>Flygt LL 3356, 63-620, 440 mm Intended for wet installation in column, installation components to be ordered individually Cast iron impeller Coating: Duasolid 50, Oxyrane ester Drive Unit: 715 6 pole, 170 hp, 460 V, Std motor Approval: FM Ex Standard connection housing Insulated support bearing Cables Power: 2 x 50ft SUBCAB 4G35 + S(2x0.5) Cable Grip included. Pilot: 50ft Screened SUBCAB ctrl S 12x1.5 Cable Grip included. Material Shaft: AISI 431 Stainless steel Supervision FLS, leakage detector, in junction box FLS, leakage detector, in stator housing PT-100 in one stator winding PT-100 in lower bearing Pump memory</p>

Draft Tube FS W/ Cable system

Qty	Description
2	<p>STEEL (A-36) PUMP TUBE 32" OD X ±27'-6" FT LONG WITH SIDE DISCHARGE 30" OD X 30" LG FROM TUBE CL. TUBE AS WELL AS DISCHARGE ARE MADE OUT OF 1/4" THICK PLATE, 3/4" X 55" X 55" BASE PLATE WITH 1/2" THICK GUSSETS AND MOUNTING HOLES, 3/4" THICK TOP FLANGE WITH CABLE BEAM POCKETS AND ROXTEC CABLE ENTRY, 1" THICK TOP COVER WITH LIFTING LUGS AND BOLTED WITH SS304 HEX HEAD BOLTS/NUT AND 1/4" GASKET, 3/4" THICK PUMP SUPPORT RING WITH ANTI-ROTATION GUSSETS FOR XYLEM PUMP LL 3356 AND 1" THICK BOTTOM FLANGE TO CONNECT TO FSI. Finish: Sandblast steel to an SSPC SP-10 OR NACE #2 (near-white blast) ID and OD. ALL SURFACES ID AND OD. COATING: AMERLOCK II WHITE/GRAY FOR A TOTAL SYSTEM OF 11 TO 17 MILS DFT.</p>
2	<p>SPECIAL FSI STEEL ST (A-36) FORMED SUCTION INTAKE FOR 32" PUMP TUBE 51 11/16" W X 65 3/8" LG X 18 5/8" H MADE OUT OF 3/8" PLATE REINFORCED WITH 4" X 4" X 1/2" ANGLES, 1" THICK TOP FLANGE WITH 1 1/8" DIA. HOLES TO BE BOLTED TO PUMP TUBE. THIS INTAKE WILL ALSO INCLUDED SUPPORT LEGS MADE OUT OF 4" X 4" X 1/2" ANGLES WITH BASE PLATES AS WELL AS HARDWARE TO CONNECT TO TUBE INCLUDING 1/4" NEOPREME GASKET AND SS304 BOLTS/NUTS. FSI DIMENSIONS AS PER FLYGT DWG 14-682855. APPROXIMATE WEIGHT: 1945 LBS Finish: Sandblast steel to an SSPC SP-10 OR NACE #2 (near-white blast) ID and OD. ALL SURFACES ID AND OD. COATING: AMERLOCK II WHITE/GRAY FOR A TOTAL SYSTEM OF 11 TO 17 MILS DFT.</p>
2	SS304 wall bracket for 32" pump tube
2	CABLE ENTRY UNIT
4	GRIP,CABLE SS 37-49MM
2	GRIP,CABLE SS 25-36MM



Qty	Description
2	HOLDER,CABLE 304
2	PIPE,SQUARE 304 L=860MM
6	EYE,LIFTING UNIT
2	WIRE UNIT
4	PIPE UNIT
2	EYE,LIFTING UNIT

Services

Qty	Description
3	START UP,FLYGT,NO TAX 1-TP MODELS: 3000,7000,8000
1	TEST FAL 2.2 PLOTTED 3045-3127 FAL 15-900006

Electrical

Qty	Description
2	BASE UNIT/PANEL ASSEMBLY MAS
2	TRANSFORMER,CURRENT 400:1
1	MINI-CASII/FUS 120/24VAC,24VDC
1	SOCKET,11 PIN OCTAL DIN MOUNT 12/02

Freight

Qty	Description
1	SHIPPING AND HANDLING-NO TAX

Total Project Price \$ 290,742.61

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2010)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.



Taxes: State, local and other applicable taxes are not included in this quotation.

Terms of Delivery: PP/Add Order Position

Time of delivery: Approx. 16-20 working weeks after receipt of order.

Terms of Payment: 90% N60 after invoice date; 10% NTE 120 after initial invoice date.

Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Validity: This Quote will expire in ninety (90) days unless extended in writing by Xylem Water Solutions USA, Inc..

Customer Acceptance: A signed facsimile copy of this quote is acceptable as a binding contract.

Signature: _____ Company/Utility: _____

Name : _____ Address: _____
(PLEASE PRINT)

Email: _____

Date: _____ Phone _____

PO#: _____ Fax: _____

Schedule: Please consult your local Flygt Branch Office to get fabrication and delivery lead times.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,



Chris Tuinstra
Direct Sales Representative
Phone: 708-781-0177
Cell: 708-990-4919
christopher.tuinstra@xylem.com
Fax: 708-342-0491





Xylem Water Solutions USA, Inc.
Flygt Products

January 31, 2017

VILLAGE OF LOMBARD
255 E WILSON
LOMBARD IL 60148

8402 183rd Street Suite A
Tinley Park, IL 60487
Tel (708) 342-0484
Fax (708) 342-0491

Quote # 2017-CHI-0065
Re:Lombard North Broadway Hatch and retrofit grates

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

Retrofit Grate

Qty	Description
1	36X36 Aluminum retrofit grate

Retrofit grate

Qty	Description
1	36X48 Aluminum retrofit grate

Access Cover

Qty	Description
1	36X36 Aluminum Hatch, clear opening 33X35. Single door, angle frame H-20 rated. Saftey grate included.

Access Cover

Qty	Description
1	36X48 Aluminum Access hatch, clear opening 33X47. Angle frame, single door, H-20 rated. Saftey grate included.

Access Cover

Qty	Description
2	42X42 Aluminum Access hatch, clear opening 38X36. Angle frame, single door, H-20 rated. Saftey grate included

Access Cover

Qty	Description
4	60X60 Aluminum access hatch, clear opening 53X46. Angle frame double door, H-20 rated. Saftey grate included.

Total Project Price \$ 25,961.51



Qty Description

Freight Charge \$ 584.00

Total Project Price \$ 26,545.51

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2010)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Taxes: State, local and other applicable taxes are not included in this quotation.

Terms of delivery: PP/Add Order Position

Terms of payment: Net 60 Days

Validity: This Quote will expire in ninety (90) days unless extended in writing by Xylem Water Solutions USA, Inc..

Customer Acceptance: A signed facsimile copy of this quote is acceptable as a binding contract.

Signature: _____ Company/Utility: _____

Name : _____ Address: _____
(PLEASE PRINT)

Email: _____

Date: _____ Phone _____

PO#: _____ Fax: _____



Schedule: Please consult your local Flygt Branch Office to get fabrication and delivery lead times.

Schedule: Submittals will be supplied 2-3 weeks after order acceptance.

Schedule: Delivery lead times are 4-6 weeks after receipt of submittal approval and order acceptance.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,



Chris Tuinstra
Direct Sales Representative
Phone: 708-781-0177
Cell: 708-990-4919
christopher.tuinstra@xylem.com
Fax: 708-342-0491

