

120441

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 : David A. Hulseberg, Village Manager

DATE : August 7, 2012 Agenda Date August 23, 2012

TITLE : Waiver of Bids - Cummins NPower
 Water & Sewer Pump Station Generators

SUBMITTED BY: Angela M. Podesta, Utilities Superintendent *AMP*

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Were Any Bids Withdrawn _____ Yes _____ No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 _____ Yes _____ No

Responsible Bidder?

If no, explain:

FISCAL IMPACT:

Engineer's estimate/budget estimate \$41,000.00

Amount of Award \$41,005.00 Water & Sewer Capital Reserve Fund

BACKGROUND/RECOMMENDATION:

Waive bids and award a contract to Cummins NPower for the purchase of generators for two (2) water and sewer pump stations amount not to exceed \$41,005.

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

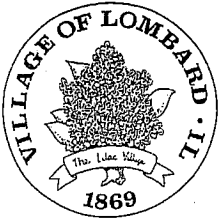
REVIEW (as needed):

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: David A. Hulseberg, Village Manager

Through: Carl S. Goldsmith, Director of Public Works *CSG*

From: Angela M. Podesta, Utilities Superintendent *AMP*

Date: August 7, 2012

Subject: Waiver of Bids - Cummins NPower
Water & Sewer Pump Station Generators

Background

The Department of Public Works is recommending that permanent on-site generators be installed at the Lincoln Ash Willow (LAW) Lift Station located at 17 W. Willow and the North Ave Standpipe located at 920 West Road.

The Village has standardized on the Cummins generators after acquiring two Cummins generators through a bid several years ago. The generators have performed satisfactorily and Cummins has provided adequate support for the equipment. The Fleet Services staff has attended training to maintain the Cummins generators and it is more efficient for them to specialize in maintaining one manufacturer rather than multiple types of generators.

Cummins has provided a price that includes the generator in a sound attenuated enclosure, automatic transfer switch and delivery. The cost for a 20 kilowatt (kW) natural gas generator for the LAW lift station is 19,059.00. The cost for a 22 kW diesel generator with 24 hour fuel tank for the North Avenue Standpipe is \$21,946.00. A diesel generator is being purchased for the North Avenue Standpipe because the closest gas main is more than a block away. The quotes from Cummins do not include installation. The installation for the generator at LAW Lift Station will be incorporated into the control panel upgrade project which will result in a minimal increase. The installation for the generator at the North Ave Standpipe will be bid as a separate project.

Funds for the generators are budgeted in the Water and Sewer Capital Reserve Fund under Pump Station Component Replacement (LAW Lift Station) and Water Maintenance & Improvements (North Ave Standpipe) in FY 2012B.

Recommendations

Please present this request for a waiver of bids and award of a contract to Cummins NPower, Hodgins, IL, in an amount not to exceed \$41,005.00 for the purchase of one natural gas generator and one diesel generator for approval by the Board of Trustees at their August 23, 2012 meeting.



Bill of Materials

<u>Item</u>	<u>Description</u>	<u>Qty</u>
20GGMA	Spark Ignited Genset: 60Hz-20kW U.S. EPA, Stationary Emergency Application Genset-Spark Ign,60Hz,20kW Duty Rating-Standby Power Listing-UL 2200 Cert-Seismic, IBC2000,2003,2006,Ss=3.41g.rooftop OSHPD Seismic Cert, Sds=2.28g EmissionsCert-SI,EPA,Emergency,Stationary,40CFR60 Fuel System-Natural Gas Enclosure-Aluminum,Sound Att,Level 2, w/Exh System Voltage-120/240,3 Phase,Delta,4 Wire Alternator-60 Hz, 12 Lead, Upper Broad Range, 125C SET CONTROL-PCC1301 Exciter/Regulator-Torque Match Engine Governor-Electronic, Isochronous Only Display-Control,LCD,NFPA110,CSA282 Stop Switch-Emergency Signals - Auxiliary, 8 Inputs/8 Outputs Control Mounting-Right Facing Circuit Breaker Or Entrance Box-Right Side Only CircuitBreaker-80A,Right,3P,600/525V,TM,UL/IEC Wind Rating-150MPH,Aluminum Housing Skidbase-Housing Ready Engine Starter - 12 VDC Motor Battery Charging Alternator-Normal Output Engine Cooling-High Ambient Air Temperature Shutdown-Low Coolant Level Extension-Engine Coolant Drain Coolant Heater-120 Volt Ac, Single Phase Engine Air Cleaner-Heavy Duty Test Record-Certified Genset Warranty- Standby Comprehensive Extended, 2 Years / 1,500 hours Literature-English Packing-Skid, Poly Bag Rack-Battery Extension-Oil Drain Common Parts Listing Product Revision – C Gas Pressure Regulator-1-1/4"NPT Inlet/Outlet Fuel Strainer-Gaseous-1"NPT Inlet/Outlet Batt Chrgr-Stand Alone-15A-(12V)/12A(24V)-120V-240V Flexible Fuel Connection Kit-NG/LPV-1" (27"L)	1



<u>Item</u>	<u>Description</u>	<u>Qty</u>
	4 Hour Load Bank Test Start Up & Batteries Spare Materials Qty (3) Operation & Maintenance Manuals Freight	
OTEC125	Transfer Switch-Electronic Control: 125A Transfer Switch-Electronic Control,125 Amp Poles-3 Listing-UL 1008/CSA Certification Frequency-60 Hertz System-3 Phase,3 Wire Or 4 Wire Voltage-240 Vac Cabinet-Type 1 Auxiliary Relay-Switch In Emergency Position-12VDC Auxiliary Relay-Switch In Normal Position-12VDC Genset Starting Battery-12VDC Clock-Exercise, External Relay-Elevator Signal Transfer Switch Warranty-2 Yr Comprehensive Common Parts Listing Product Revision - A	1

Pricing

Price for equipment as described above:	\$19,059.00
--	--------------------

Comments:

ATS:

ATS will be painted Cummins Green. It can not be painted Tan.
ATS will Not be mounted to the generator skid.

Quotation Terms & Conditions

Commercial Products

Extended Warranty Coverage is valid only in the United States and Canada. For Extended Warranty requirements outside of the United States and Canada, please contact your Cummins Power Generation-Fridley Warranty Analyst.

The equipment and/or services included in this quotation are as detailed on the Bill of Material.

Prices are in US dollars and are valid for 60 days. Any applicable taxes are not included. Standard freight costs are included, F.O.B. point-of-shipment on the truck. Delivery on flat-bed truck or other special trailer will be at additional cost. Unloading and placement are the responsibility of the installing contractor and/or buyer.

Project Name: Lombard, Vge of, LAW Lift Station, Rev A

Date: August 3, 2012



This quotation does not include any engineering, installation materials or labor. Activities or items such as interconnection wiring, fuel for testing, fuel permitting, concrete pads, hard piping of any kind, etc., are the responsibilities of the installing contractor, unless they are listed in the Bill of Material.

Delivery is expected to be _____ days after receipt of approved submittal drawings.

Payment terms are net 30 days upon approved credit. All payments to be made in cash or approved check. If credit payment card is preferred, add 3% to the quoted price. Retainers are not accepted without prior written approval.

A service charge of 1.5% per month (effective APR 19.6%) will be charged on all past due accounts.

Should Buyer cancel the purchase agreement without Seller's written consent, Seller may, at his option, recover from buyer a cancellation charge of not less than 20% of the purchase price.

Those orders that are ready for shipment but cannot be delivered for reasons such as job site delay, credit holds, equipment held at customer's request for consolidation or pick-up, etc., will be assessed a 2% per month storage charge, starting 10 days after the scheduled ship date. Storage will be provided for up to 3 months at which time the order will be subject to cancellation, with the appropriate cancellation charges applied.

ANY PERSON OR COMPANIES SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO THE PROPERTY MAY FILE A LIEN AGAINST THE PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

YOU HAVE THE RIGHT TO DIRECTLY PAY PERSONS WHO HAVE SUPPLIED LABOR OR MATERIALS FOR THE IMPROVEMENT. YOU HAVE THE RIGHT TO REQUEST A LIEN WAIVER FOR ALL AMOUNTS PAID.

Warranty on this equipment is supplied by the manufacturer of the equipment, not Cummins NPower, LLC. Standard warranty is one year from start-up or 18 months from delivery, which ever comes first, unless special or extended warranties are purchased.

Submitted by:
(signature)

Robert Alfani
Sales Engineer
708-482-2878
708-482-6457

Accepted by:
(signature)

Name:

Company:

Purchase Order #:



Bill of Materials

<u>Item</u>	<u>Description</u>	<u>Qty</u>
20DSKBA	Diesel Genset: 60Hz-20.0 kW U.S. EPA, Stationary Emergency Application Genset-Diesel, 60Hz, 20kW-Standby Rating Duty Rating-Standby Power Listing-UL 2200 Emissions Certification, EPA, Nonroad, Tier 4, CFR 1039 Enclosure-Steel, Sound Att, Level 2, w/Exhaust System Voltage-277/480, 3 Phase, Wye, 4 Wire Alternator-60 Hz, 12 Lead, Broad Range, 125C GENSET CONTROL-POWERCOMMAND 1.1 Exciter/Regulator-Torque Match Engine Governor-Electronic, Isochronous Only Display Language-English Meters-AC Output, Analog Stop Switch-Emergency Signals - Auxiliary, 8 Inputs/8 Outputs Control Mounting-Front Facing Circuit Breaker Or Entrance Box-Right Side Only CircuitBreaker-30A, Right, 3P, 600VAC, UL Listing, ULC-S601-07 Wind Rating-150 MPH, Steel Housing Fuel Tank-Dual Wall Sub-Base, 100 Gallons Switch-Low Fuel Level, Subbase Switch-Rupture Basin Skidbase-Housing Ready Engine Starter - 12 VDC Motor Battery Charging Alternator-Normal Output Engine Cooling-High Ambient Air Temperature Shutdown-Low Coolant Level Extension-Engine Coolant Drain Coolant Heater-120 Volt Ac, Single Phase Engine Air Cleaner-Heavy Duty Test Record-Certified Genset warranty- Base, Standby 2 years / 400 hours Packing-Skid, Poly Bag Rack-Battery Extension-Oil Drain Common Parts Listing Product Revision - B Batt Chgr-Stand Alone-15A-(12V)/12A(24V)-120V-240V Spare Materials 4 Hour Load Bank Test Freight	1

Project Name: Lombard, Vge of, North Avenue Water Station

Date: August 3, 2012



<u>Item</u>	<u>Description</u>	<u>Qty</u>
	Qty (3) Operation & Maintenance Manuals Start Up & Batteries	
OTEC40	Transfer Switch-Electronic Control:40A Transfer Switch-Electronic Control,40Amp Poles-3 Listing-UL 1008/CSA Certification Frequency-60 Hertz System-3 Phase,3 Wire Or 4 Wire Voltage-480 Vac Cabinet-Type 1 Auxiliary Relay-Switch In Emergency Position-12VDC Auxiliary Relay-Switch In Normal Position-12VDC Genset Starting Battery-12VDC Clock-Exercise, External Relay-Elevator Signal Transfer Switch Warranty-2 Yr Comprehensive Common Parts Listing Product Revision - A	1

Pricing

Price for equipment as described above:

\$21,946.00

Comments:

ATS:

ATS will be painted Cummins Green. It can not be painted Tan.
ATS will Not be mounted to the generator skid.

Quotation Terms & Conditions

Commercial Products

Extended Warranty Coverage is valid only in the United States and Canada. For Extended Warranty requirements outside of the United States and Canada, please contact your Cummins Power Generation-Fridley Warranty Analyst.

The equipment and/or services included in this quotation are as detailed on the Bill of Material.

Prices are in US dollars and are valid for 60 days. Any applicable taxes are not included. Standard freight costs are included, F.O.B. point-of-shipment on the truck. Delivery on flat-bed truck or other special trailer will be at additional cost. Unloading and placement are the responsibility of the installing contractor and/or buyer.

This quotation does not include any engineering, installation materials or labor. Activities or items such as interconnection wiring, fuel for testing, fuel permitting, concrete pads, hard piping of any kind, etc., are the responsibilities of the installing contractor, unless they are listed in the Bill of Material.

Project Name: Lombard, Vge of, North Avenue Water Station

Date: August 3, 2012



Delivery is expected to be _____ days after receipt of approved submittal drawings.

Payment terms are net 30 days upon approved credit. All payments to be made in cash or approved check. If credit payment card is preferred, add 3% to the quoted price. Retainers are not accepted without prior written approval.

A service charge of 1.5% per month (effective APR 19.6%) will be charged on all past due accounts.

Should Buyer cancel the purchase agreement without Seller's written consent, Seller may, at his option, recover from buyer a cancellation charge of not less than 20% of the purchase price.

Those orders that are ready for shipment but cannot be delivered for reasons such as job site delay, credit holds, equipment held at customer's request for consolidation or pick-up, etc., will be assessed a 2% per month storage charge, starting 10 days after the scheduled ship date. Storage will be provided for up to 3 months at which time the order will be subject to cancellation, with the appropriate cancellation charges applied.

ANY PERSON OR COMPANIES SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO THE PROPERTY MAY FILE A LIEN AGAINST THE PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

YOU HAVE THE RIGHT TO DIRECTLY PAY PERSONS WHO HAVE SUPPLIED LABOR OR MATERIALS FOR THE IMPROVEMENT. YOU HAVE THE RIGHT TO REQUEST A LIEN WAIVER FOR ALL AMOUNTS PAID.

Warranty on this equipment is supplied by the manufacturer of the equipment, not Cummins NPower, LLC. Standard warranty is one year from start-up or 18 months from delivery, which ever comes first, unless special or extended warranties are purchased.

Submitted by:
(signature)

Robert Alfini
Sales Engineer
708-482-2878
708-482-6457

Accepted by:
(signature)

Name: _____

Company: _____

Purchase Order #: _____

VILLAGE OF LOMBARD

Contract for Water & Sewer Pump Station Generators

This agreement is made this 23th day of August, 2012, 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:

Water & Sewer Pump Station Generators - One (1) 20kW Natural Gas Generator and one (1) 22 kW diesel generator in an amount not to exceed \$41,005.00

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 3, 2012 LAW Lift Station
 - b. The Contractor's Proposal Dated August 3, 2012 North Avenue Water Station
 - c. Exhibit "A": 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 \$41,005.00 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. Contractor agrees to perform the terms of this Contract by October 31, 2012 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 William J. Mueller, Village President, and the Contractor have hereunto set their hands this 23rd day of August, 2012.

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 23rd day of August, 2012.

William J. Mueller
Village President

Attest:

Brigitte O'Brien
Village Clerk

CONTRACT FOR WATER & SEWER GENERATORS (2)
EXHIBIT "A"

INSURANCE

- (A) During the term of the contract, the contractor shall provide the following types of insurance in not less than the specified amounts:
1. Commercial General Liability - \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate;
 2. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any contractor owned, and/or hired, and/or non-owned motor vehicles engaged in operations within the scope of this contract;
 3. Professional Liability - \$2,000,000.00 (Required only where contracts are for professional services);
 4. Workers Compensation - Statutory; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and
 5. Umbrella Coverage - \$2,000,000.00
- (B) The aforementioned insurance requirements shall be fulfilled by the contractor by maintaining insurance policies which name the Village, its officers, agents, employees, representatives and assigns as additional insureds (except on policies for professional liability and workers compensation). Such insurance shall be primary and non-contributory with respect to any insurance or self-insurance programs covering the Village, its officers, agents, employees, representatives and assigns. Contractor will waive subrogation on workers compensation and general liability coverages. The contractor shall furnish to the Village satisfactory proof of coverage by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Village together with executed copies of an Additional Insured Endorsement (Insurance Form CG2010 - 1985 version). Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expired or changed so as to the amount of coverage only after written notification 30 days in advance has been given to the Village.
- (C) The contractor shall require subcontractors, if any, not protected under the contractor's policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the contractor.

CONTRACT FOR WATER & SEWER GENERATORS (2)
EXHIBIT "A" (CON'T)

VENUE

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the contract, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

INDEMNIFICATION

The contractor shall indemnify, defend and save harmless the Village of Lombard, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character, including, as allowed by law, liabilities incurred due to joint negligence of the Village and the contractor, brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of said contractor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village of Lombard, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

OTHER CONTRACTOR RESPONSIBILITIES

The contractor shall be responsible for complying with all applicable Federal, State, County and Village laws and regulations in the performance of the contract.