



AGENDA ITEM # 13E/F

AGENDA ITEM EXECUTIVE SUMMARY

Village Board Meeting

February 26, 2018

Item Title: Devlin Wastewater Treatment Facility Press Pump Replacement

Staff Contact: Victor C. Ramirez, P.E. Public Works Director

VILLAGE BOARD ACTION

- 1. Adopt a resolution waiving the Village’s competitive bid process and authorize the purchase of two belt press pumps from LAI, Ltd., as a sole source supplier, in the amount of \$31,900.00.**
- 2. Adopt a resolution waiving the competitive bidding process for the installation of the belt press pumps at the Devlin Wastewater Treatment Facility and authorizing the execution of a contract for the installation of the belt press pumps and related work between the Village of Roselle and Dahme Mechanical Industries, Inc. in the amount of \$63,000.00.**

Executive Summary:

The pump station was constructed in 1985 along with other improvements to the Devlin Wastewater Facility. The pumps are 33 years old and beyond their useful life. They have had a history of operational issues primarily due to being single stage pumps. Staff has reviewed this operation and equipment extensively and recommend repositioning the pumps and installing two-stage pumps to improve the suction lift from the digesters. Due to the excessive suction lift required, staff was unable to find another pump manufacturer that is willing to supply and warrant a pump for this application. Therefore, staff recommends this as a sole source purchase.

Staff solicited quotes to perform the installation and related work rather than bid it as there have been less-than-desirable workmanship from some of the other mechanical contractors. Quotes were received as follows:

- Dahme Mechanical, Inc. \$63,000
- Boller Construction Company \$72,500
- IHC Construction Company \$90,400
- Metropolitan Pump Company \$98,699

Dahme Mechanical, Inc. as well as the other companies we solicited quotes from have worked with the Village in the past and are all capable of performing this work. Staff

recommends the waiver of bids and acceptance of the lowest proposal received from Dahme Mechanical in the amount \$63,000.00.

Implications:

Is this item budgeted? Yes. \$120,000 is programmed in the Water & Sewer Operating budget for FY 2018 #51918292-71100-651 for this work.

Any other implications to be considered? None.

Attachments:

Resolution waiving bidding and authorizing the purchase of pumps from LAI, Ltd.
Resolution waiving bidding and authorizing a contract with Dahme
Contract for installation of Belt Press Pumps

RESOLUTION NO. 2018-

A RESOLUTION WAIVING THE VILLAGE'S COMPETITIVE BID PROCESS AND AUTHORIZING THE PURCHASE OF TWO BELT PRESS PUMPS FROM LAI, LTD., AS A SOLE SOURCE SUPPLIER, IN THE AMOUNT OF \$31,900.00

WHEREAS, the Village's Purchasing Policy requires a competitive bid process for purchases exceeding \$20,000; and

WHEREAS, the Village's Purchasing Policy permits the Village Board to waive competitive bidding in certain circumstances when the best interests of the Village would be served;

WHEREAS, The Belt Press Pumps at the Devlin Wastewater Treatment Facility are beyond their useful life and require replacement; and

WHEREAS, Two-stage pumps are recommended to improve the suction lift from the digesters; and

WHEREAS, LAI, Ltd. was the only manufacturer found to supply and warrant pumps for this application; and

WHEREAS, the corporate authorities of the Village of Roselle deem it in the best interests of the Village to waive the competitive bidding process to purchase two Belt Press Pumps from sole source supplier LAI, Ltd.

NOW, THEREFORE, be it resolved by the Mayor and Board of Trustees of the Village of Roselle that the Mayor is hereby authorized to purchase two Belt Press Pumps from LAI, Ltd. in the amount of \$31,900.00 as itemized in the pump replacement quote that is attached hereto and incorporated as fully set forth as Exhibit A.

ADOPTED this ____ day of _____, 2018

AYES:
NAYS:
ABSTAIN:
ABSENT:

Andrew J. Maglio, Mayor

ATTEST:

Patricia Burns, Village Clerk

RESOLUTION NO. _____

**A RESOLUTION WAIVING THE COMPETITIVE BIDDING PROCESS FOR THE
INSTALLATION OF THE BELT PRESS PUMPS AT THE DEVLIN WASTEWATER
TREATMENT FACILITY AND AUTHORIZING THE EXECUTION OF
A CONTRACT FOR THE INSTALLATION OF THE BELT PRESS PUMPS AND
RELATED WORK BETWEEN THE VILLAGE OF ROSELLE AND DAHME
MECHANICAL INDUSTRIES, INC. IN THE AMOUNT OF \$63,000.00**

WHEREAS, 65 ILCS 5/8-9-1 authorizes municipalities, by two-thirds (2/3) vote of its corporate authorities, to waive formal competitive bidding; and

WHEREAS, the Village of Roselle determined the need for replacement of the belt press pumps at the Devlin Wastewater Treatment Facility; and

WHEREAS, the Village solicited a quotes to perform the installation and related work from mechanical contractors who have worked with the Village in the past and are capable of performing this work; and

WHEREAS, some other mechanical contractors have provided less than desirable workmanship; and

WHEREAS, Dahme Mechanical, Inc. provided the lowest proposal of the contractors from whom quotes were solicited; and

WHEREAS, the corporate authorities of the Village of Roselle deem it in the best interests of the Village to waive the competitive bidding and authorize the Mayor to enter into an agreement with Dahme Mechanical, Inc. for the installation of the belt press pumps and related work in the amount of \$63,000.00.

NOW THEREFORE, be it resolved by the Mayor and Board of Trustees of the Village of Roselle, DuPage and Cook Counties, Illinois that the Mayor shall be and hereby is directed to execute the attached Professional Services Agreement; and

BE IT RESOLVED, that the Village Clerk shall transmit copies of this Resolution and executed Professional Services Agreement to Dahme Mechanical Industries, Inc.. forthwith; and further

This Resolution shall be in full force and effect from after its passage and approval in a manner provided by law.

ADOPTED this 26th day of February, 2018

AYES:
NAYS:
ABSTAIN:
ABSENT:

Andrew J. Maglio, Mayor

ATTEST:

Patricia Burns, Village Clerk

CONTRACT NO. ___ - _____ FOR BELT FILTER PRESS SLUDGE PUMP REPLACEMENT

THIS CONTRACT is made and entered into by and between the Village of Roselle, a body politic and corporate (hereinafter the "Village"), and Dahme Mechanical Industries, Inc. (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the Belt Filter Press sludge pumps at the Devlin Wastewater Treatment Facility have reached the end of their useful life and are in need of replacement; and

WHEREAS, the Village has determined that it is reasonable, necessary and desirable to obtain the services of a contractor to perform the installation of the pumps and related work; and

WHEREAS, Contractor desires to provide the necessary services upon the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties agree as follows:

1. Scope of Services. Contractor shall perform the services described in its proposal dated January 31, 2018, which is attached hereto and incorporated herein as Exhibit A. Contractor represents and warrants that it shall perform its services in a manner consistent with the level of care and skill customarily exercised by other contractors under similar circumstances at the time the services are performed. Where this Agreement is inconsistent with any provision of Exhibit A, this Agreement shall control.

2. Compensation. The total amount to be paid Contractor for the services under this Contract and expenses incurred in connection therewith is \$63,000.00. Contractor shall submit its payment requests, and the Village shall pay contractor in accordance with the Local Government Prompt Payment Act.

3. Additional Services. Contractor shall perform only those services specified herein. In the event Contractor or the Village determines that additional services are required to complete the project, such additional services shall not be performed unless directed in writing by the Village. Payment for additional services shall be as mutually agreed upon by the parties.

4. Hold Harmless and Indemnification. Contractor shall defend, hold harmless and indemnify the Village, its officers, agents, employees and elected officials, from any loss, damage, demand, liability, cause of action, fine, judgment or settlement, together with all costs and expenses related thereto (including reasonable expert witness and attorney fees), that may be incurred as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever arising from or in any manner connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of Contractor in performing the services provided for in this Contract or the negligent acts, errors, omissions or intentional acts or omissions of any agent, subcontractor or contractor hired to perform any service on behalf of Contractor. The obligation on the part of the Contractor to defend, hold harmless and indemnify the Village shall survive the expiration or termination of this contract.

5. Insurance. Unless otherwise authorized in writing by the Village Administrator, Contractor and each of its agents, subcontractors and contractors hired to perform any services provided for herein shall purchase and maintain during the term of this Contract insurance coverage which will satisfactorily insure Contractor and, where appropriate, the Village against claims and liabilities which may arise out of the services referred to in this Contract. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the Village. The insurance coverages shall include, but not necessarily be limited to, the following:

(A) Worker's Compensation insurance with limits as required by the applicable statutes of the State of Illinois. The Employer's Liability coverage under the Worker's Compensation policy

shall have limits of not less than \$500,000 each accident/injury; \$500,000 each employee/disease; \$500,000 policy limit.

(B) Commercial general liability insurance protecting Contractor against any and all public liability claims which may arise in the course of performance of this Contract. The limits of liability shall be not less than \$1,000,000 each occurrence bodily injury/property damage combined single limit and \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

(C) Commercial automobile liability insurance covering Contractor's owned, non-owned and leased vehicles which protects Contractor against automobile liability claims whether on or off of the Village's premises with coverage limits of not less than \$1,000,000 per accident bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

(D) Umbrella or Excess liability insurance with limits of not less than \$1,000,000 per occurrence bodily injury/property damage combined single limit. The Umbrella or Excess coverage shall apply in excess of the limits stated in subparagraphs (B) and (C) above, and shall either include an endorsement naming the Village as an additional insured or provide "following form" coverage for the primary insurance.

6. Evidence of Insurance. Contractor shall furnish the Village with a certificate of insurance and, upon the Village's request, copies of all insurance policies and endorsements thereto evidencing the coverages stated above. The insurance certificates and policies shall provide that no cancellation or modification of the policies shall occur without at least 30 days' written notice to the Village. Contractor shall not commence any services under this Contract until evidence of the

required insurance is received and approved by the Village. The Village shall be named on the policies required by Section 5 subsections (B) and (D) as additional insured. No policy shall require contribution by the Village's insurance.

7. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, rules and regulations, and with all Village ordinances, rules and regulations now in force or hereafter enacted in the performance of the services required under this Contract. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

8. Control of Services. The Village shall not be responsible for or have control over the means, methods, techniques or procedures with respect to the performance by Contractor of the services in this Contract.

9. Termination of Contract. If the Village concludes that the Contractor is not performing in accordance with the terms set forth herein, the Village Administrator, or his designee, may issue a stop work order requiring an immediate cessation of all work except that necessary to secure project protection and safety. If the Contractor fails to remediate its breach within forty eight (48)

business hours the Village administrator may terminate this Agreement. In the event of a termination, the Village shall pay Contractor for the services performed and expenses incurred as of the effective date of termination, less any sums attributable, directly or indirectly, to Contractor's breach. Stop work orders may be issued by the Village Administrator or his designee orally or by e-mail to the Contractor. All oral stop work orders shall be confirmed by e-mail but e-mail shall not be a prerequisite to the stop work order becoming effective.

10. Recovery of Costs. In the event the Village is required to institute any proceeding or action, whether legal or equitable, to enforce any provision of this Contract, the Village shall be entitled to recover all costs and expenses incurred as a result of said action or proceeding, including reasonable expert witness and attorney fees.

11. Ownership of Documents & Release of Information. All records, reports, tests, studies, documents, data or other information, regardless of whether in written, electronic or other format, prepared or generated by Contractor in connection with performing the services provided for herein shall be regarded as the sole and exclusive property of the Village and shall not be utilized by Contractor in any manner on other projects or distributed to third parties without the prior written consent of the Village. In addition, any information provided by the Village to Contractor in connection with Contractor's performance of the services provided for herein and all information associated with Contractor's work product shall remain confidential and shall not be disclosed to any third party without the prior written consent of the Village.

12. FOIA. Contractor agrees to furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et/ seq.) (hereinafter, "FOIA") request within five business days after Village issues notice of such request to the Contractor. Contractor agrees to not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request except it may

request and shall be paid fees authorized by the FOIA. Contractor agrees to defend, indemnify and hold harmless Village and agrees to pay all reasonable costs connected therewith (including but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for Village to defend any and all causes of action, disputes, prosecutions, or conflicts arising from Contractor's failure to furnish all documentation related to a request within five days after the Village issues notice of request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all cost connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Contractor's request to utilize a lawful exemption to Village.

13. Integration. The provisions set forth herein represent the entire agreement between the parties and supersede all prior agreements, promises and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Contract. This Contract may be modified only by a further written agreement between the parties, and no modification shall be effective unless properly approved and executed by each party.

14. Exclusive jurisdiction for any disputes under this Agreement shall be in the 18th Judicial Circuit Court, Wheaton, DuPage County, Illinois.

IN WITNESS WHEREOF, the parties have entered into this Contract as of the ____ day of _____, 2018.

VILLAGE OF ROSELLE
ADMINISTRATOR'S OFFICE
31 S. PROSPECT ST.
ROSELLE, IL 60172

DAHME MECHANICAL INDUSTRIES, INC.
610 S. ARTHUR AVENUE
ARLINGTON HEIGHTS, IL 60005

BY: _____
BY: _____

Mayor

Owner/President

ATTEST: _____

ATTEST: _____



LAI, Ltd.

5400 Newport Drive • Suite #10 • Rolling Meadows, Illinois 60008 • 847/392-0990 • FAX 847/392-1095

QUOTATION

To: John LaRocca

From: Peter J. Lynch

Village of Roselle

Phone: (630) 980-2024

Date: February 19, 2018

Re: Moyno Pump Replacement

CC: Job File

Urgent For Review Please Comment Please Reply As Requested

Comments:

John based on our meeting to discuss the Moyno Belt Press Pumps we would recommend the following pumps. The pumps are an upgrade to your current system based on the following:

Pumps will be 2 stage instead of the current 1 stage. The second stage offers a longer seal length which will improve the ability to handle a suction lift and maintain prime

Pump Element is increased from an F036 to a F090. This will increase the peak output from 100 GPM to 200 GPM

We propose to provide a new pump, motor and gear box factory mounted on a new brake bent painted carbon steel base including the following:

1	PUMP	Moyno 2000 Pump Model: 2F090G1CDQ3AAA;
1	BASEASM	Carbon Steel Brake Bent Base; W/ Lifting Lugs;
1	COUPLING, LS	COUPLING: LOW SPEED;
1	GRDCPL, LS	COUPLING GUARD: LOW SPEED; OSHA
1	MOTOR	PN: 4242453006; Weg 10HP 215TC C-Faced Premium Efficient AC Motor; Weg PN: 01018ET3ER215TC-W22
1	GEAR REDUCER	PN: 4242229012; NORD C-Faced Reducer; Model: SK672.1-210TC; RPM: 259; NORD Ref: II
1	Std Warranty	Moyno Standard Warranty: The warranty period is 18 months from the date of shipment from the factory or 12 months from the date of installation at the customer's facility, which ever period expires first;
Price for each pump:		\$13,650.00
		Estimated Delivery 12 Weeks, Verify with factory for actual lead time at time of purchase.
		\$0
		Estimated Shipping Included
		\$1,050.00/day
		Startup Services Per Day

New ABB 10 HP Wall Mount NEMA 1 VFD's Model ACQ550 Wall Mounted. 480 VAC. 23A ND, 15.4A HD. NEMA 1 UL Type 1 \$1,200.00 each
 Add 575.00 if you want integral disconnect switch

Thank you,

Peter J. Lynch



January 31, 2018

Village of Roselle
Devlin WWTF
720 Rush St.
Roselle, IL 60172

Attn: John LaRocca
Plant Operations Superintendent

Re: Devlin WRF Belt Filter Press Sludge Pump Replacement

Dear John:

Dahme Mechanical Industries is pleased to submit the following narrative as a proposed sequence and method(s) to provide the discussed improvements at the project site referenced above:

- Coordinate improvement and shut-down activities with VOR personnel
- DMI to remove (2) existing sludge pumps and pads and all associated piping
- New pumps will be installed in a north-south orientation because they are substantially longer than the existing east-west installation will allow, with the motor being at the south end; this will require that the new pads “bridge” the existing trench drain(s) in some areas. This will be accomplished with a steel plate under the pad and over the trench drain frame, leaving the trench drain in place and in service
- Depending on the pump selection, both pumps will either be to the east of the existing 6” suction riser, or will be installed with one pump east, and one pump west of the suction riser (pumps in play are either 22” or 30” wide depending which is procured and the footprint has a bearing on the layout)
- We will re-use the existing 4” and 6” suction and discharge piping and valves as much as possible and will provide new materials complete the installation and to mate up to the existing connections as required
- New pumps are to be end suction, top discharge in order to make this arrangement feasible
- Electrical work is included with this proposal; existing underslab feed will likely need to be modified or abandoned in order to provide overhead electrical feed
- SCADA/integration is excluded and will be performed by VOR contractor
- We will rework and reinsulate the seal water piping as required by the new configuration
- All hoisting equipment is included in our proposal; VOR to assist with access as needed
- One-year parts and labor warranty is included for DMI-furnished items only
- It is our intention to provide the above services in two weeks or less

EXCLUSIONS:

1. **Dahme Mechanical Industries, Inc. shall not be held liable for any job site safety or job site maintenance of any type upon completion of our work.**
2. All agreements contingent upon strikes, accidents or delays beyond our control.
3. All work not included or described above.
4. All work not included in our trade agreements or reasonably assumed to be our responsibility

All material is guaranteed as listed above and specified above. Any additional items not included in our trade agreements or clearly stated above are expressly excluded. Payment terms are net 100%, due upon completion.

Total price as described above.....\$55,000.00

Alternate adder for sludge flowmeter and conduit/wiring required: \$8,000.00



Dahme Mechanical Industries, Inc. standard insurance is included. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. This proposal may be withdrawn by us if not accepted within 30 days.

Should you have and questions, please contact me at (847) 212-1147 or with the email address below.

Thank you-

Kris Komorn
Dahme Mechanical Industries, Inc.
(847) 212-1147
kkomorn@dahmemechanical.com