



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *IN

Title: Recommendation to approve a Resolution to Award the Bid for Well # 9 Electrical Improvements and Generator Replacement to Newcastle Electric, Inc. in the amount of \$177,250

Presenter: Tim Wilson

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$ \$177,250

Budgeted Amount: \$ 214,200

Not Budgeted:

Executive Summary (if not budgeted please explain):

This project is the replacement of a nonoperational generator and repair of electrical grounding issues at the Well #9 site which is located on north IL Rt. 25, near the intersection of Sunset Drive. The replacement of this generator and additional electrical repairs are critical in sustaining well operation. The Well # 9 site is one of the City’s largest water producers, running nearly 24 hour a day.

On February 28th, the City opened (3) bid proposals. The design engineering team of Trotter and Associates, along with City Staff reviewed the submitted bids. The apparent low bidder is Newcastle Electric and the submitted cost of the project is within the engineering estimate; all reference checks have come back satisfactory. The City has past experience with Newcastle; in 2018 they completed three electrical motor control panels at the Well #8 site and their work on the project was completed on time and within the contract terms.

City staff recommends moving forward with the lowest bidder, Newcastle Electric, Inc.

The three bids received by the city were:

Bidders	Bid Amount
Newcastle	\$ 177,250
Frank Marshall	\$ 187,660
Leydon Electric	\$ 215,527

Attachments (please list):

* Newcastle Electric Inc. Bid *Resolution

Recommendation/Suggested Action (briefly explain):

Recommendation to award the bid to Newcastle Electric, Inc. for the Well # 9 Electrical Improvements and Generator Replacement in an amount of \$177,250.

SECTION 00 42 13 – PROPOSAL FORM

To the City of St. Charles, Illinois:

1.1 Proposal of (Name and Address of Bidder) NEWCASTLE ELECTRIC INC
1505 INDUSTRIAL DR, ITASCA IL 60143
for the improvements designated in Paragraph A below for including:

A. The proposed improvement consists primarily of the following:

B. Demolition:

1. Remove Existing Standby Generator reinforced concrete pad, junction box and appurtenances.
2. Remove Existing Enclosed Transfer Switch.
3. Remove Existing CT Cabinet
4. Remove certain electrical and grounding connections as indicated.

C. New Construction:

1. Extend existing generator conduits to appropriate stub-up location and construct new reinforced concrete generator pad.
2. Furnish and install new 350 KW diesel generator, automatic transfer switch, new CT cabinet with main breaker, new ground triad, and pull new conductors for generator, and correct grounding and bonding in accordance with NEC and the engineering plans.
3. Provide services of an integrator to establish connection of alarms and indications to existing PLC based control panel and SCADA integration.
4. Provide factory representative to commission and test new equipment, and train City staff on operation and maintenance of the new equipment.

The plans for the proposed improvement are those prepared Trotter and Associates, Inc., 40W201 Wasco Road, Suite D, St. Charles, Illinois 60175. Said plans are designated as Engineering Plans for "Well No. 9 Electrical Improvements – City of St. Charles, Illinois" and which cover the work described in Paragraph 1 above for the lump sum price of:

Lump Sum Price (in words) ONE HUNDRED SEVENTY SEVEN THOUSAND
TWO HUNDRED FIFTY Dollars and ZERO Cents.

Lump Sum Price (in figures) \$ 177,250.00

1.2 In submitting this Proposal, the undersigned acknowledges receipt of Addendum No.'s _____ through _____ (inclusive).

- 1.3 In submitting this Proposal, the undersigned declares that the only persons or parties interested in the Proposal as principals are those named herein and that the Proposal is made without collusion with any person, firm or corporation.
- 1.4 The undersigned further declares that he has carefully examined the Proposal, Plans, Specifications, Agreement and Contract Bond included in the Specifications and Special Provisions, and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the Contract and the detailed requirements of construction, and understands that in making this proposal, he waives all right to plead any misunderstanding regarding the same.
- 1.5 The undersigned further understands and agrees that, if this proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work, and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the OWNER in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
- 1.6 The undersigned further agrees to execute a contract for this work and present the same to the OWNER within ten (10) days after the date of notice of the award of the contract to him.
- 1.7 The undersigned further agrees that he and his surety will execute and present within ten (10) days after the date of notice of the award of contract, a contract bond satisfactory to and in the form prescribed by the OWNER, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
- 1.8 The undersigned further agrees to begin work not later than ten (10) days after the execution and approval of the Contract and Contract Bond, and receipt of "Notice to Proceed" unless otherwise authorized or directed by the OWNER and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to submit a schedule for the work with this proposal, which will be the basis for date of substantial and final completion. Under no circumstances shall final completion of the work not be achieved within **Three Hundred (300)** calendar days after the date of the "Notice to Proceed", unless additional time shall be granted by the ENGINEER in accordance with the provisions of the specifications. In case of failure to complete the work within the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the OWNER shall withhold, from such sums as may be due him under the terms of this contract, the costs set forth in the specifications, which costs shall be considered and treated not as a penalty, but as damages due the OWNER from the undersigned by reason of inconvenience to the OWNER added cost of Engineering and supervision, additional finance charges, and other items which have caused an expenditure of OWNER's funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
- 1.9 The following Project Milestones shall be achieved: (to be completed by Contractor and submitted with his Bid)
1. Completion of all work, including of installation of Automatic Transfer Switch, CT-Main cabinet, new generator pad, conduit modifications and conductors and all other work except for delivery and installation of Engine Generator 120 calendar days after Notice to Proceed.

2. Completion of installation and startup of Engine Generator 210 days after Notice to Proceed.
 3. Submission of O&M manuals, staff training, and submission for Final Payment 280 days after Notice to Proceed.
- 1.10 Provisions for Liquidated Damages are set forth in the Agreement.
 - 1.11 If this proposal is accepted and the undersigned shall fail to execute a Contract and Contract Bond as required herein, it is hereby agreed that the amount of the bond, check or draft shall become the property of the OWNER and shall be considered as payment of damages due to delay and other causes suffered by OWNER because of the failure to execute said Contract and Contract Bond; otherwise said bond, check or draft shall be returned to the undersigned.
 - 1.12 By submission of the Bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his or her own organization, that in connection with the bid.
 - A. The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
 - B. Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor; and
 - C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
 - 1.13 Each person signing the bid shall certify that:
 - A. He or she is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid and that he or she has not participated, and will not participate, in any action contrary to paragraph 12.A through 12.C above; or
 - B. He or she is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid but that he or she has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraph 12.A through 12.C above, and as their agent shall so certify. He or she shall also certify that he or she has not participated, and will not participate, in any action contrary to paragraph 12.A through 12.C above.
 - 1.14 By submission of the Bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his or her own organization, that wages paid in connection with the Project shall be paid at prevailing rates not less than those prevailing under the Illinois Prevailing Wage Act. Bidder further certifies that the provisions contained in SECTION 00 43 43 -WAGE RATES FORM will be exercised in the performance of any contract resulting from this Bid.

BID SECURITY

**TO SATISFY THE REQUIREMENTS FOR ELECTRONIC SUBMISSION
ATTACH COPY OF BANK DRAFT, BANK CASHIER'S CHECK OR CERTIFIED CHECK HERE**

**TO SATISFY THE REQUIREMENTS FOR TIMELY SUBMISSION
SUBMIT THE ORIGINAL BANK DRAFT, BANK CASHIER'S CHECK OR CERTIFIED CHECK
NO LATER THAN END OF BUSINESS ON THE DUE DATE TO THE PROCUREMENT DIVISION
MANAGER; CITY HALL; 2 EAST MAIN STREET;- ST. CHARLES, IL 60174.**

It shall be enclosed within a sealed envelope and reference the number and name of this solicitation.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

(If an Individual) Signature of Bidder: _____ (SEAL)

Business Address: _____

(If a Co-partnership) Firm Name _____ (SEAL)

Signature of Bidder _____

Business Address: _____

(Insert Names and addresses of all members of the Firm)

(If a Corporation) Corporate Name NEWCASTLE ELECTRIC INC (SEAL)

Signature Theresa Maloney
President

Attested by: Theresa Maloney
Secretary

Business Address 1505 INDUSTRIAL DR
ITASCA IL 60143

(Insert Names of Officers) President THERESA MALONEY

Secretary THERESA MALONEY

Treasurer JOSEPH MALONEY

Certification of Compliance

(A) The undersigned certifies that, pursuant to the **Equal Opportunity Employer** provisions of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375, the bidder is compliant with all Equal Employment Opportunity Commission ("EEOC") requirements.

(B) The undersigned certifies that, pursuant to the **Illinois Human Rights Act** provisions of Section 775 ILCS 5/2-105, the bidder complies with and certifies that it is in compliance with all equal employment practice requirements contained therein, and that it has adopted a written sexual harassment policy that meets the minimum requirements.

(C) The undersigned certifies that, pursuant to the **State of Illinois Law** provisions of Section 720 ILCS 5/33E prohibiting Bid-rigging or Bid-rotating, the bidder is not barred from bidding on this project, or entering into a contract for this project.

(D) The undersigned certifies that, pursuant to the **Illinois Department of Revenue Tax Laws** provisions of Section 65 ILCS 5/11-42.1-1, the bidder is not barred from doing business with any unit of local government in the State of Illinois as a result of a delinquency in payment of any taxes unless the bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax.

(E) The undersigned certifies that, pursuant to the **Illinois Drug Free Workplace Act** provisions of Section 30 ILCS 580/3, the bidder deposes states and certifies that it will provide a drug free workplace, inclusive of all satellite locations as well as the City of St. Charles sites.

(F) The undersigned certifies that, pursuant to the **Illinois Prevailing Wage Act** provisions of Section 820 ILCS 130/0.01 et seq, the bidder, when required, is in compliance with all requirements of, including provisions as to wages, medical and hospitalization insurance and retirement benefits for those trades covered in the Act. Pursuant to **Illinois Public Act** provisions of Section 94-0515 and all provisions of the **Employee Classification Act**, provisions of Section 820 ILCS 185/1 et seq., said bidder agrees to submit certified payroll records as required.

(G) The undersigned certifies that, pursuant to the **Employment of Illinois Workers on Public Works Act** provisions of Section 30 ILCS 570/0.01, et seq., the bidder is in compliance with all requirements. Furthermore, the bidder certifies that it will demonstrate a good faith effort toward providing equal employment opportunities for City of St. Charles residents to work as crafts persons, consistent with the racial, ethnic, and gender demographics of the City's labor force.

(H) The undersigned certifies that, pursuant to the **National Security/USA Patriot Act** as defined in Presidential Executive Order 13224, the bidder and all affiliated parties, are not working for or with, nor acting on behalf of, a Specially Designated National and Blocked Person.

(I) The undersigned certifies that they have not colluded with or participated in any **unethical practices** with any person, firm or employee of the City of St Charles which would in any way be construed as an unethical business practice.

Company Name NEWCASTLE ELECTRIC INC Signature 

Date 2-28-2020

Check One:

There are no conflicts of interest and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the City of St. Charles in writing.

There is an affiliation or business relationship between you, your management or staff, your firm or your firm's ownership, and an employee, officer or elected official of the City of St. Charles who makes recommendations to the City of St. Charles with respect to expenditures of money, employment, and elected or appointed positions. Provide on a separate letter included with your response any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each City of St Charles affiliate with whom you, your firm or your firm's ownership, management or staff has an affiliation or a business relationship.

Company Name Newcastle Electric Inc Signature



Date 2-28-2020

**City of St. Charles, Illinois
Resolution No. _____**

**A Resolution to Award the Bid for Well # 9 Electrical Improvements
and Generator Replacement to Newcastle Electric, Inc. in the
amount of \$177,250**

**Presented & Passed by the
City Council on _____, 2020**

WHEREAS, bids for the Well #9 Electrical Improvements and Generator Replacement were received on February 28, 2020;

WHEREAS, the City received a total of three (3) bids for this project, with Newcastle Electric, Inc. being the lowest responsive, responsible bidder.

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Bid for the Well #9 Electrical Improvements and Generator Replacement be awarded to Newcastle Electric, Inc. in the amount of \$177,250.

PRESENTED to the City Council of the City of St. Charles, Illinois, this__day of April, 2020

PASSED by the City Council of the City of St. Charles, Illinois, this__day of April, 2020

APPROVED by the Mayor of the City of St. Charles, Illinois, this__day of April, 2020

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain: