



**Interoffice Memo**



**To:** Scott Niehaus, Village Manager  
**Through:** Carl Goldsmith, Director of Public Works *g*  
**From:** David Gorman, P.E., Assistant Director of Public Works *DG*  
**Date:** May 9, 2023  
**Subject:** 36-Inch Diameter Sanitary Sewer Cleaning and Closed Circuit Television Inspection (RM PROG 50)

**Background**

The Sewer Cleaning and Televising Program is an important tool that aids staff with the management of the Village’s sewer system. Through the cleaning and televising process, and the Village’s Asset Management Software (Cartegraph) staff can catalog and gauge the current operational and structural condition of the sewer system network. This promotes the effective programming of future maintenance and the priority of any necessary repairs.

This is the second contract under this program. The first contract completed a three-year agreement for the televising of 6 through 12 -inch gravity sanitary sewer lines that were investigated by the S/L Rat (Sewer Line Rapid Assessment Tool). The S/L Rat relies on sound traveling through air which mimics the flow of water through a pipe. It uses an active transmitter coupled with a receiver which interprets blockages based on what it “hears” coming through the pipe.

The purpose of this second contract is to clean, televise and document the current condition of a 36” diameter sanitary sewer that runs from the intersection of Greenfield and Park Avenues to the Glenbard Waste Water Authority. Condition reports and the associated videos will then be entered into Cartegraph. To ensure that the project remains within the current Capital Improvement Plan funding, the proposal was broken into three parts. The full proposal includes a base item and two individual additive items.

Invitations were sent out on April 4th to six companies that have a current working relationship with the Village and routinely bid on this type of work in the Chicagoland area. On May 8, 2023, at 3:00 PM, Public Works - Engineering opened two (2) electronically submitted proposals. The results are summarized below:

<b>Company</b>	<b>Base Proposal</b> (Glenbard Wastewater to St. Chas & Broadview)	<b>Additive 1</b> ( St. Chas & Broadview to Broadview and Greenfield)	<b>Additive 2</b> ( Broadview and Greenfield to Greenfield and Park)
Duke’s Root Control	\$78,520.00	\$64,830.00	\$71,560.00
National Power Rodding	\$194,480.00	\$87,110.00	\$108,950.00
Engineer’s Estimate	\$47,840.00	\$28,810.00	\$35,950.00

Staff can provide detailed tabulations upon request. Final tabulations will be available to all those who submitted a proposal on QuestCDN (online bidding site) and any other interested parties by May 19th, pending the Village Board of Trustees’ award of the contract.

**Recommendation**

Public Works-Engineering recommends the award of this contract (Base Bid and Additive 1) in the total amount of \$143,350.00 to Duke’s Root Control (Duke’s) of Elgin as the lowest responsible and responsive proposer. Duke’s has worked on many projects within the Village over the past 5 years, including root control, sewer televising and smoke testing.

Upon approval, please return one original signed contract, contract bond, and contractor’s certification to Public Works – Engineering for further processing.



## VILLAGE OF LOMBARD CONTRACT

### CONTRACT DOCUMENT NUMBER RM PROG 50

This agreement is made this 18th day of May 2023, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Duke's Root Control (hereinafter referred to as the "Contractor") and their respective successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the Contract Documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the Contract Documents:

The 36-Inch Diameter Sanitary Sewer Cleaning and Closed Circuit Television Inspection project will consist of the cleaning, televising, and inspection of 36-inch diameter sanitary sewer main and doing a visual inspection along with noting the condition of all encountered manholes. This work shall be performed for the not to exceed contract price of \$143,500.00, which includes the pay items within the base and additive 1.

1. This contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
  - a. Contract Document Number RM PROG 50 for 36-Inch Diameter Sanitary Sewer Cleaning and Closed Circuit Television Inspection, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) General Terms and Conditions
    - iv) Project Special Provisions
    - v) Appendix A (Summary of Quantities)
    - vi) Appendix B (Documents To Be Submitted With The Proposal)
    - vii) Appendix C (Sample Data Forms)
    - viii) Appendix D (Project Maps)
    - ix) Addenda #1, dated April 28, 2023
  - b. The Contractor's Proposal Dated: May 8, 2023
  - c. Required Performance and Payment Bonds and Certificate(s) of Insurance
  - d. Executed Certification Form.
2. The Village agrees to pay, and the Contractor agrees to accept as full payment the amount as shown on the Contractor's Proposal, which is made a part hereof, subject to such additions and deletions as agreed to by the parties hereto.
3. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall fully complete work under this Contract by December 15, 2023. Fifty percent of the work (flushing, cleaning, and televising) must be completed by November 17, 2023. All flushing, cleaning, televising, and agreement to final contract quantities must be completed by December 1, 2023 (Substantial Completion Date). All videos and deliverables must be submitted by no later than December 15, 2023. (Assignment Completion Date). Time is of the essence regarding this Contract, and the Contractor agrees to achieve completion within the time permitted by all proper and appropriate means including working overtime without additional compensation.

- 4. According to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, before making any payment to the Contractor under this Contract, the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due each. This statement must be made under oath or be verified by affidavit. The Village shall not issue final payment nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
- 5. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois, and the Contractor have each hereunto caused this Contract to be executed by their respective duly authorized representatives on this 18th day of May 2023.

If an individual or partnership, the individual or all partners shall sign or, if a corporation, an officer(s) duly authorized shall sign.

\_\_\_\_\_ Print Company Name

Individual or Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
By \_\_\_\_\_ Position/Title

\_\_\_\_\_  
By \_\_\_\_\_ Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 18th day of May 2023.

\_\_\_\_\_  
Keith Giagnorio, Village President

Attest: \_\_\_\_\_  
Liz Brezinski, Village Clerk

**VILLAGE OF LOMBARD  
CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_, a company organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Illinois as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with authority to do business in the State of Illinois, as Surety, are now held and firmly bound unto the Village of Lombard, State of Illinois in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) lawful money of the United States, well and truly to be paid unto said Village for the payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas the said Principal has entered into a written contract with the Village of Lombard, acting through the President and Board of Trustees of said Village, dated May 18, 2023, for the construction of the work designated:

36-Inch Diameter Sanitary Sewer Cleaning and Closed Circuit Television Inspection

in Lombard, Illinois, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, and has further agreed to guaranty and maintain said work for a one (1) year period following final payment to such Principal, and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation from whom any such labor, materials, apparatus, fixtures or machinery was so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then upon the final payment by the Village to said Principal under said contract, the amount of this bond shall be reduced to ten percent (10%) of the amount set forth on the first page hereof for a period of one (1) year; otherwise to remain in full force and effect.

NOW, THEREFORE, if the said Principal shall well and truly perform said guaranty and maintenance work in accordance with the terms of said contract for said one (1) year period after final payment and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of performing such guaranty and maintenance work and shall commence and complete the guaranty and maintenance work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such guaranty and maintenance work during the time of the performance thereof and until the said guaranty and maintenance work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this

\_\_\_\_\_ day of \_\_\_\_\_, 2023.

VILLAGE OF LOMBARD

PRINCIPAL:

\_\_\_\_\_

BY: \_\_\_\_\_  
Keith Giagnorio, Village President

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Liz Brezinski, Village Clerk

ATTEST: \_\_\_\_\_

SURETY: \_\_\_\_\_

BY: \_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
Attorney in Fact

BY: \_\_\_\_\_

(SEAL)



**VILLAGE OF LOMBARD  
CONTRACTOR'S CERTIFICATION**

\_\_\_\_\_, having been first duly sworn to depose and states as follows:  
(Officer or Owner of Company)

\_\_\_\_\_, having submitted a proposal for:  
(Name of Company)

36-Inch Diameter Sanitary Sewer Cleaning and Closed Circuit Television Inspection to the Village of Lombard, hereby certify 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 per 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 under the aforementioned rules.

By: \_\_\_\_\_  
Authorized Agent of Contractor

Subscribed and sworn to

before me this \_\_\_\_\_

day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public