

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: March 25, 2009 (COW) (B of T) Date: April 2, 2009  
TITLE: Bid Opening For: FY 2009 Sewer Lining Project Number M-09-05  
SUBMITTED BY: David A. Dramol, P.E., Village Engineer *David*

RESULTS:

Date Bids Were Published 3/4/09 Bidding Closed 3/24/09  
Total Number of Bids Received 2  
Total Number of Bidders Meeting Specifications 2

Bid Security Required Yes X No

Performance Bond Required Yes X No

Were Any Bids Withdrawn Yes No

Explanation: Yes No

Waiver of Bids Requested? Yes No

If yes, explain: Yes No

Award Recommended to Lowest Responsible Bidder? Yes No

If no, explain: Yes No

FISCAL IMPACT:

Engineer's estimate/budget estimate \$554,934 / \$550,100  
Amount of Award \$356,748.50

Fund: Water/Sewer Capital Reserve HTE: 0933

BACKGROUND/RECOMMENDATION:

Has Recommended Bidder Worked for Village Previously Yes X No  
If yes, was quality of work acceptable Yes X No  
Was item bid in accordance with Public Act 85-1295? Yes X No  
Waiver of bids - Public Act 85-1295 does not apply Yes No

REVIEW (as needed):

Village Attorney XX  
Finance Director XX  
Village Manager XX  
Date 3/23/09  
Date 3/25/09

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.

**InterOffice Memo**

**To:** David A. Hulseberg, AICP, ICMA-CM, Village Manager  
**Through:** Carl Goldsmith, Director of Public Works  
 David A. Dramol, P.E., Village Engineer  
**From:** March 25, 2009  
**Date:** March 25, 2009  
**Subject:** FY 2009 Sanitary Sewer Lining Program  
 Project Number: M-09-05

Three (3) potential bidders purchased plans for the referenced project. Two (2) bids were received and opened at 10:00 a.m. on March 24, 2009.

The results are listed below:

Company	TOTAL
Institutorm Technologies	\$356,748.50
American Pipe Liners	\$512,272.00
Engineer's Estimate	\$554,934.00

The lowest responsible bidder is Institutorm Technologies out of Chesterfield, Missouri with local offices in Lemont, IL. Their bid was in the amount of \$356,748.50. Institutorm Technologies has preformed well in the past on previous sewer lining projects and as a subcontractor on numerous other projects. The Engineering Division recommends awarding this contract to Institutorm Technologies for the amount of \$356,748.50.

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on April 2, 2009. If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.

Budget: \$550,100

NO.	ITEM	QUAN.	UNIT	ENGINEERS ESTIMATE		Insituform Technologies USA, Inc. 17988 Edison Avenue Chesterfield Missouri 63005		American Pipe Liners 301 W. Grand Lake Blvd. West Chicago IL 60185		Average Unit Price	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Cured in Place Pipe, 10" Diameter Pipe	2,554	Foot	\$45,661	\$116,626.00	\$29.60	\$75,598.40	\$40.00	\$102,160.00	\$34.80	\$88,879.20
2	Cured in Place Pipe, 24" Diameter Pipe	642	Foot	\$115.621	\$74,228.00	\$95.00	\$60,990.00	\$121.00	\$77,682.00	\$108.00	\$69,336.00
3	Cured in Place Pipe, 42" Diameter Pipe	1,295	Foot	\$277.28	\$359,080.00	\$168.00	\$217,560.00	\$254.00	\$328,930.00	\$211.00	\$273,245.00
4	Traffic Control	1	L.S.	\$5,000.00	\$5,000.00	\$2,600.00	\$2,600.00	\$3,500.00	\$3,500.00	\$3,050.00	\$3,050.00
TOTAL				AS READ:	\$554,934.00	AS CORRECTED:	\$356,748.40	\$512,272.00	\$434,510.20		
AS CORRECTED:					\$554,934.00		\$356,748.40		\$512,272.00		\$434,510.20

**VILLAGE OF LOMBARD**

**CONTRACT**

**CONTRACT DOCUMENT NUMBER M-09-05**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Insituform Technologies (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:

**FY 2009 Sewer Lining**

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 M-09-05 for FY 2009 Sewer Lining, consisting of the following:

- i) Cover Sheet
- ii) Table of Contents
- iii) Notice to Bidders on Contract Document Number M-09-05 - Legal Notice
- iv) General Provisions
- v) Special Provisions
- vi) Plans and Specifications

b. The Contractor's Bid Proposal Dated: March 24, 2009

c. Required Performance and Payment Bonds and Certificate(s) of Insurance

d. Executed Bidder's 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 Bid 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 complete work under this contract by May 31, 2009. Time is of the essence in regard to 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. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to 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 hereto caused this Contract to be executed by their respective duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

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 \_\_\_\_\_, 2009.

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

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

William J. Mueller, Village President

Attest:

Brigitte O'Brien, Village Clerk