

Interoffice Memo



To: Scott Niehaus, Village Manager
Through: Carl Goldsmith, Director of Public Works *CG*
From: David Gorman, P.E., Assistant Director of PW *DG*
Date: April 24, 2018
Subject: Large Diameter Combined Sewer Inspection/Assessment

The Large Diameter Combined Sewer Inspection/Assessment Project is located on Hickory Street (Glenbard Wastewater Treatment Plant to Main St.), Washington Street (Main St. to Fairfield Ave), and Fairfield Ave (Washington St. to Lombard Common).

The project consists of the inspection of the sanitary sewers for the purpose of determining the as-built conditions of the sewers, assessing severity of defects, and prioritizing needed repairs, including conceptual budgetary costs.

The budget estimate in the Capital Improvement Plan for construction of this project was \$159,000. The engineer's estimate was \$120,000. The low bid was \$96,000.00.

Based on the nature of the project, specialized professional technical work, the Public Works engineering staff believes that the Village would benefit the most from obtaining bid proposals from qualified and experienced firms rather than conducting a traditional bid process. Several companies have been investigated and evaluated. The staff has determined that Red Zone, Tapline Group LLC, National Power Rodding Corp, and Propipe are the most qualified firms to perform the work identified in the project Specification.

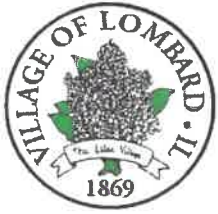
Four (4) potential bidders purchased bid documents. On April 24, 2018 at 10:00 AM, Public Works - Engineering received three (3) online bids through Quest. The results are summarized below:

Company	Bid
RedZone Robotics	\$96,000.00
Tapline Group	\$164,609.02
National Power Rodding Corp	\$174,360.00
Engineer's Estimate	\$120,000.00

Public Works-Engineering recommends award of this contract in the amount of \$96,000.00 to RedZone Robotics of Libertyville, Illinois as the lowest responsible and responsive bidder. They have worked in the Village. They have also done satisfactory work with their references (City of Houston, TX) check.

Staff will provide copies of the bid tabulation upon request and the complete tabulation will be posted on the Village website after the Village Board of Trustees awards the contract. Please contact me if you choose to receive a copy of the bid tabulation, have any questions or need any additional information.

Please present this Contract to the Board of Trustees on May 3, 2018. If approved, please have one signed original document sent to records and the other signed original document returned to Engineering for further processing.



VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER SA 18-01

This agreement is made this 3rd day of May 2018, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and RedZone Robotics (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 proposed work is officially known as "Large Diameter Combined Sewer Inspection/Assessment". The Project is located on Hickory Street (Glenbard Wastewater Treatment Plant to Main St.), Washington Street (Main St. to Fairfield Ave), and Fairfield Ave (Washington St. to Lombard Common). The project consists of inspect the sanitary sewers for the purpose of determining the as-built conditions of the sewers, assessing severity for defects, and prioritizing needed repairs, including conceptual budgetary costs. All of the above as well as other project details are further described in the contract documents for the said work.

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 SA 18-01 for Large Diameter Combined Sewer Inspection/Assessment , consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Request for Bid Proposals
 - iii) General Provisions
 - iv) Special Provisions
 - v) Plans and Specifications
 - vi) Addendum #1 dated April 17, 2018
 - vii) Addendum #2 dated April 19, 2018
 - b. The Contractor's Bid Proposal Dated: April 23, 2018
 - 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 substantially under this contract within 80 calendar days from the date of the Notice to Proceed. Final Report shall be provided within 40 calendar days of substantial completion.

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 hereunto caused this Contract to be executed by their respective duly authorized representatives this 3rd day of May 2018.

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 _____, 2018.

By

Position/Title

By

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 3rd day of May, 2018.

Keith Giagnorio, Village President

Attest:

Sharon Kuderna, 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 4, 2017, for the construction of the work designated:

Large Diameter Combined Sewer Inspection/Assessment

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 will be terminated.

APPROVED this 3rd day of
May, 2018.

IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this
_____ day of _____, 2018.

VILLAGE OF LOMBARD

PRINCIPAL:

BY: _____
Village President

BY: _____

ATTEST:

Village Clerk

ATTEST:

SURETY: _____

BY: _____
(Title)

BY: _____
Attorney in Fact

BY: _____

(SEAL)

VILLAGE OF LOMBARD CONTRACTOR'S CERTIFICATION

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

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

Large Diameter Combined Sewer Inspection/Assessment to the Village of Lombard, hereby certifies 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 in accordance with 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 pursuant to the aforementioned rules.

4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village of Lombard.

By: _____
Authorized Agent of Contractor

Subscribed and sworn to
before me this _____
day of _____, 2018.

Notary Public