

**DISTRICT All**

**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: Scott R. Niehaus, Village Manager  
DATE: June 7, 2019 MEETING DATE: June 20, 2019  
TITLE: Waiver of Bid: Water Main Evaluation and Rehabilitation Project  
SUBMITTED BY: Brian Jack, Utilities Superintendent *BW*

**RESULTS:**

Date Bids Were Published \_\_\_\_\_ Bidding Closed \_\_\_\_\_  
Total Number of Bids Received 1  
Total Number of Bidders Meeting Specifications 1  
Bid Security Required \_\_\_\_\_ Yes X No  
Performance Bond Required X Yes \_\_\_\_\_ No  
Were Any Bids Withdrawn \_\_\_\_\_ Yes X No  
Explanation:  
Waiver of Bids Requested? X Yes \_\_\_\_\_ No  
If yes, explain:  
Award Recommended to Lowest X Yes \_\_\_\_\_ No  
Responsible Bidder?  
If no, explain:

**FISCAL IMPACT:**

Budget Estimate: \$700,000.00  
Amount of Award: \$690,350.00  
Fund: 510.790.715.75420 Water/Sewer Capital Reserve Fund  
Project Number: WA 18 05

**BACKGROUND/RECOMMENDATION:**

Has Recommended Bidder Worked for Village Previously X Yes \_\_\_ No  
If yes, was quality of work acceptable X Yes \_\_\_ No

**REVIEW (as needed):**

Village Attorney XX \_\_\_\_\_ Date \_\_\_\_\_  
Finance Director XX \_\_\_\_\_ Date \_\_\_\_\_  
Village Manager XX \_\_\_\_\_ Date \_\_\_\_\_

**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:** Scott Niehaus, Village Manager  
**Through:** Carl Goldsmith, Director of Public Works *g*  
**From:** Brain Jack, Utilities Superintendent  
**Date:** June 7, 2019  
**Subject:** Waiver of Bid – Water Main Evaluation and Rehabilitation Project

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The Village maintains 184 miles of water mains in the distribution system in sizes varying from four-inch to twenty-inches in diameter. The distribution system is comprised of low and high pressures zones of which the low-pressure zone is north of Roosevelt Road and the high-pressure zone is south of Roosevelt Road. Part of the maintenance of the distribution system is repairing watermain breaks/leaks. Leaks are found when water begins to surface during a water main break and through a leak detection survey.

Water main breaks are repaired as they are discovered, however, leaks can be hidden underground and not surface for some time. The leak detection survey finds these hidden leaks so they can be located and repaired before they surface reducing non-revenue water losses.

While the Utilities Division utilizes traditional water main repair techniques for the repair of leaks, on occasion specialized repairs or full water main segment rehabilitation is required. Five locations have been identified for such specialized rehabilitation and have been included in this project proposal. The identified segments include two locations that are underneath the Union Pacific Railroad Tracks at Grace and Elizabeth Streets and other locations that have a history of the water main being in poor condition with multiple breaks over the past few years on Lynn Lane and Glenview Avenue.

The Grace and Elizabeth Street segments are currently isolated and are not in service as the breaks are located underneath the rail tracks preventing traditional repair techniques. These two segments are a critical part of the north distribution system as they are crossings underneath the rail tracks. With these two segments currently out of service, it puts a strain on the other rail crossings to maintain proper flow of water from either side of the rail tracks.

Two of the segments (Lynn Lane and Glenview Ave) do not have active failures and are in service but are very fragile water mains that have many repairs on them. As these segments break there is potential for property damage due to the proximity of businesses and residential properties to the water mains.

The Village sought proposals for the evaluation and rehabilitation of these segments of water main instead of the formal bid process. Six contractors were solicited to submit

for a base proposal of traditional Cured-in-Place-Pipe (CIPP) lining with the alternate of a geopolymer spray-lining method. The proposal process was used for previous water main lining projects such as the Roosevelt Road Water Main Lining Project where lining products and methods were vetted to determine the best product and for the Village.

CIPP lining was chosen for the method of rehabilitation of these segments due to the following factors. The two water main crossings under the rail tracks cannot be repaired with traditional excavation methods due to the tracks and rail right-of-way. These segments are installed in casing pipes under the tracks, but installation methods of past will not allow the removal and replacement of the water main. Lining is the method that will allow for minimal excavation and no disruption to the rail tracks. Two of the segments have multiple repair sleeves and new pieces of water main as “band aids” to keep the water main in tack. The lining of these segments in place will also reduce the disruption of pavement and will bring a full structural liner into the water main essentially adding a full useful life span of a new water main to these segments.

One contractor (Ferpal Construction USA, LLC) submitted a qualifying proposal of traditional CIPP lining and has worked in the Village previously with excellent results. Proposal results are as follows:

<b>Company</b>	<b>Base Proposal</b>	<b>No Proposal Reason</b>
Ferpal Construction USA, LLC	786,850.00	N/A
Sheridan Plumbing & Sewer, Inc.	No bid	None Given
Conco Spray Solutions	No Bid	No Small Diameter Lining Anymore
Spectrum Contracting	No Bid	No Small Diameter Lining Anymore
Triton Lining	No Bid	No Small Diameter Lining Anymore
A & W Maintenance	No Bid	None Given
<b>Budget Estimate</b>	<b>\$700,000</b>	

The Request for Proposals included an additional segment not identified in the budget estimate. After reviewing the proposal received, staff determined to remove that segment from the project. This removal reduces the proposal to **\$690,350.00**. The funding for this project comes from the 2018 issuance of \$3,900,000 General Obligation Bonds (Alternate Revenue Source) for the purpose of paying the costs of improving the waterworks and sewerage system.

**Recommendation**

Waive the bidding process and award a contract in the amount not to exceed \$690,350.00 to Ferpal Construction USA, LLC of Elgin, IL for the Water Main Evaluation and Rehabilitation Project at the June 20, 2019 Board of Trustees meeting.





**VILLAGE OF LOMBARD**  
**CONTRACT**  
**WATER MAIN EVALUATION**  
**AND REHABILITATION PROJECT**  
**CONTRACT DOCUMENT NUMBER: WA 18 05**

This agreement is made this 20th day of June, 2019, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Ferpal Construction USA, LLC of Elgin, IL. (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:

Evaluation and CIPP Water Main Lining for Identified Locations

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 WA 18 05, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Invitation to Propose
    - iv) General Terms and Conditions
    - v) Summary of Work
    - vi) Project Special Provisions
    - vii) Request for Proposal
    - viii) Appendices A - E
  - c. The Contractor's Proposal Dated: May 31, 2019
  - d. Required Performance and Payment Bonds and Certificate(s) of Insurance
  - e. Executed Bidder's Certification Form.
2. The Village agrees to pay, and the Contractor agrees to accept as full payment in the amount of **\$690,350.00**, 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 no later than 90 calendar days from the date of the Notice to Proceed. 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 hereunto caused this Contract to be executed by their respective duly authorized representatives this 20<sup>th</sup> day of June 2019.

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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
By

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

\_\_\_\_\_  
By

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

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 20th day of June, 2019.

\_\_\_\_\_  
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.

**WATER MAIN EVALUATION AND REHABILITATION PROJECT  
CONTRACT DOCUMENT NUMBER WA 18 05**

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 five (5) 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 five (5) 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 20th day of  
June, 2019.

IN WITNESS WHEREOF, We have duly  
executed the foregoing Obligation this  
\_\_\_\_ day of \_\_\_\_\_, 2019.

VILLAGE OF LOMBARD

PRINCIPAL:

\_\_\_\_\_

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

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

ATTEST:  
  
\_\_\_\_\_  
Sharon Kuderna, 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)

The Manhole Rehabilitation Program 2019 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.

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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