


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 : May 15, 2014 Agenda Date June 19, 2014
 TITLE : FY 2014 Sewer Lateral Lining Project-
 Waiver of Bids - Performance Pipelining, Inc.
 SUBMITTED BY: Brian M. Jack, Utilities Superintendent 

RESULTS:

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 Were Any Bids Withdrawn _____ Yes _____ No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

FISCAL IMPACT:

Engineer's estimate/budget estimate \$50,000.00
 Amount of Award \$50,000.00
Water and Sewer Capital Reserve Fund RM PROG 13 account 520.790.715.75350.

BACKGROUND/RECOMMENDATION:

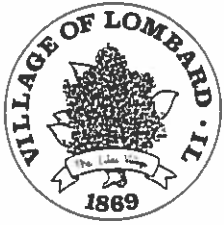
This contract was bid in FY 2012 for award in FY 21012B and FY 2103 with the option to extend for an additional year. Contractor agrees to hold current contract pricing for FY 2014. Staff recommends award of the contract in the full budget amount of \$50,000 for FY2014 to Performance Pipelining, Inc. of Ottawa, IL for lining sanitary sewer laterals.

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


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.



MEMORANDUM

To: Scott Niehaus, Village Manager
From: Brian M. Jack, Utilities Superintendent 
Through: Carl S. Goldsmith, Director of Public Works
Date: May 15, 2014
Subject: FY 2014 Sewer Lateral Lining Project
Waiver of Bids - Extension of Contract

The Department of Public Works awarded a contract in FY 2012B and FY 2013 to Performance Pipelining, Inc. (PPI) of Ottawa, IL for lining sewer laterals from the sewer main to the clean out. This RFP allows for an extension of contract for one (1) additional year. PPI has agreed to hold pricing from the current contract for FY 2014 (documentation attached). The contractor has performed exceptional in the current contract term and Underground Utilities Staff recommends extending this contract for FY2014.

The lining process essentially inserts a new pipe inside the existing pipe without excavation. Public Works conducted a pilot project in 2005 to evaluate the T-Liner process and found it to be acceptable. The T-Liner lines a portion of the sewer main at the connection and shoots a liner up the lateral to the clean out. The T-Liner is a patented process.

Public Works continues to have success using sewer lining for main line rehabilitation over the past years. Public Works uses the sewer lateral lining process when a sewer lateral needs repair due to extensive root growth, cracks or other defects that can be remedied without replacing the pipe, thus reducing restoration costs and inconvenience to the residents. There are still instances when replacement is the only method that will fix the problem.

The Water and Sewer Capital Reserve Fund has a budget of \$50,000 for Sewer Lateral Lining in RM PROG 13. The quantities in the proposal are estimates in order to obtain pricing and work orders will be issued to identify the locations and quantities to remain within budget. Payment for work performed will be based upon measured quantities multiplied by the contract unit prices.

Please request the Board of Trustees to extend the current contract in the amount equal to the budgeted amount of \$50,000 for FY2014 for sewer lateral lining to Performance Pipelining, Inc. of Ottawa, IL at their June 19, 2014 meeting.



Performance Pipelining, Inc

PO Box 2396 1551 W. Norris Dr. Ottawa IL 61350

www.ppi-liner.com

815-433-0080 815-431-0307 fax

Village of Lombard

Brian M. Jack

Utilities Superintendent
Department of Public Works
Village of Lombard
255 E Wilson Ave
Lombard, IL 60148
jackb@villageoflombard.org

May 14, 2014

Re: 2014 Pricing

Dear Brian,

Performance Pipelining will definitely honor the 2013 pricing schedule (copy attached) for 2014 with one addition. If the repair involves an unlined main, there would be a 500.00 fee for the material change required.

PPI appreciates your business as always and we look forward to working with you this year.

Sincerely,

Chad Wilson,

Operations Manager

ITEM	QUANTITY	UNIT	FY 2013 UNIT PRICE	FY 2013 TOTAL PRICE
"T Style" Lining System (base price, up to and including 15 ft length, 8" main, 6" lateral)	1	EA	<u>3,500</u>	<u>3,500</u>
"T Style" Lining System (base price, up to and including 15 ft length, 10" main, 6" lateral)	1	EA	<u>3,700</u>	<u>3,700</u>
"T Style" Lining System (base price, up to and including 15 ft length, 12" main, 6" lateral)	1	EA	<u>3,900</u>	<u>3,900</u>
"T Style" Lining System (base price, up to and including 15 ft length, 15" main, 6" lateral)	1	EA	<u>4,600</u>	<u>4,600</u>
"T Style" Lining System (base price, up to and including 15 ft length, 18" main, 6" lateral)	1	EA	<u>4,900</u>	<u>4,900</u>
"T Style" Lining System (base price, up to and including 15 ft length, 21" main, 6" lateral)	1	EA	<u>5,600</u>	<u>5,600</u>
"T Style" Lining System (base price, up to and including 15 ft length, 24" main, 6" lateral)	1	EA	<u>6,300</u>	<u>6,300</u>
"T Style" Lining System (in addition to base, 6" lateral)	25	FT	<u>38.00</u>	<u>950.00</u>
Mobilization	2	EA	<u>350.00</u>	<u>700.00</u>

FY 2013 Total Proposal Price \$34,150.00

VILLAGE OF LOMBARD

FY 2014 Sewer Lateral Lining Project

This agreement is made this 5th day of June, 2014, by and between, and shall be binding upon, the Village of Lombard, an Illinois Municipal Corporation hereinafter referred to as (the "Village") and (Performance Pipelining, Inc.) hereinafter referred to as (the "Contractor").

Witnesseth That in consideration of the mutual promises of the parties delineated in the Contract Documents, and herein, the Contractor agrees to sell and install and the Village agrees to pay for the following described items and the installation of the same as set forth in the Contract Documents:

Provide labor, equipment and materials for sewer lateral lining in an amount not to exceed
\$50,000 FY 2014

1. This Contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
 - a. Request for Proposal for FY 2012B & FY2013 Sewer Lateral Lining Project consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Solicitation Letter
 - iv) General Terms, Conditions and Instructions
 - v) Specific Terms, Conditions and Instructions
 - vi) Proposal Form
 - vii) Plans and Specifications and Specification Deviation Form
 - b. The Contractor's Proposal Dated October 5, 2012
 - c. Documentation of honoring schedule of pricing for FY 2014
 - d. Required Certificate of Insurance

2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this Contract, in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.
3. Risk of loss, destruction or damage of or to goods under this Contract shall be on contractor until installation and acceptance of the goods by the Village.
4. Contractor shall not delegate the duties involved in the performance of the installation services which are the subject matter of this Contract without the written approval of the Village.
5. The Contractor represents and warrants that it will comply with all applicable Federal, State and local laws concerning prevailing wage rates regarding installation services provided under this Contract and all Federal, state and local laws concerning equal employment opportunities.
6. Time is of the essence of this Contract and Contractor agrees to achieve completion of the work order within the Contract time by all proper and appropriate means including working overtime without additional compensation.
7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
8. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.
9. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by Peter Breen, Acting Village President and the Contractor have hereunto set their hands this 5th day of June, 2014.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this ___ day of _____, 20__.

Individual or Partnership _____ Corporation _____

By Position/Title

By Position/Title

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 5th day of June, 2014.

Keith Giagnorio
Village President

Attest:

Sharon Kuderna
Village Clerk

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)

FY 2014 Sewer Lateral Lining Project 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 approve 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 _____, 2014.

Notary Public