


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 Niehaus, Village Manager

DATE : April 17, 2015 Agenda Date May 7, 2015

TITLE : Waiver of Bids - Duke's Root Control, Inc.
Sewer Root Control

SUBMITTED BY: Brian 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Were Any Bids Withdrawn _____ Yes _____ No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 FY 2015

Amount of Award \$50,000 FY 2015 Water & Sewer Capital Reserve Fund (520.790.715.75350 RM PROG 10)

BACKGROUND/RECOMMENDATION:

Waive bids and award a contract for sewer root control chemical treatment for amount not to exceed \$50,000 in FY 2015.

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

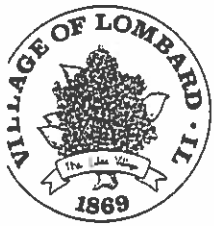
REVIEW (as needed):

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 Jack, Utilities Superintendent *[Signature]*
Through: Carl S. Goldsmith, Director of Public Works *[Signature]*
Date: April 17, 2015
Subject: Sewer Root Control Program FY 2015

Background

Approximately 28% of the sanitary sewer overflows (SSO) that have occurred in Lombard during the past twelve years have been due tree roots clogging the sewer mains. The Underground Utilities Division of the Department of Public Works cleans approximately 20% of the sanitary sewer mains less than 15 inches in diameter each year. Many of the mains require root cutting to clean the line because the mains were installed in the parkways or backyards where roots are more prevalent. In the past the Village would have either lined or excavated these mains to manage the root problem but chemically treating these sewer mains has been found to effectively reduce root growth at a fraction of the cost. Underground Utilities has limited in-house capabilities to chemically treat the sewer mains with its existing equipment and has determined the process to be better suited for contracting out.

Duke's Root Control, Inc. of Syracuse, NY began chemically treating select sanitary sewer mains in the Fall 2007. The patented chemical used by Duke's has less of an environmental impact and is safer to use than that of other root chemical control companies, supporting the Village's emphasis on sustainability because it does not contain metam sodium a commonly used sewer root control chemical. In January, 2010, the USEPA classified metam sodium as restricted use due to its high acute toxicity. The restrictions are designed to protect people from exposure, and wastewater treatment plants of potential harmful effects to the treatment plant process. The USEPA also classifies metam sodium as likely to be carcinogenic in humans. Staff has contacted other sewer root control companies and found Duke's to be the only company to use a chemical that does not contain metam sodium. The Duke's root control treatment is guaranteed for two years from the date of initial application and three years from the date of the second application. The company is professional and has performed satisfactorily.

Since the beginning of the program, approximately 15 miles (10%) of the sewer system has been treated. During this time, none of the sewers have experienced subsequent backups. Prior to the escalated flushing program and chemical treatment program, the Village averaged more than 2 SSOs per year due to roots; since 2008, the Village has averaged less than 1 SSO per year. After three years of treatment, the main sewer is lined and other sewers are identified to begin the treatment process.

The Village annually budgets \$50,000 for Sewer Root Control in the Water & Sewer Capital Reserve Fund. Attached is a proposal from Duke's Root Control for pricing through December 2015. Payment for work performed will be based upon measured quantities multiplied by the contract unit prices.

Recommendation

Please request the Board of Trustees to waive bids and award a contract in an amount not to exceed the budgeted amount of \$50,000 for FY 2015 for sewer root control to Duke's Root Control, Inc. of Syracuse, NY at their May 7, 2015 meeting.



1020 Hiawatha Blvd., West
Syracuse, NY 13204-1131
1-800-44-ROOTS
(315) 472-4781
FAX (315) 475-4203

April 17, 2015

Mr. Shaun Stillwell
Utilities Supervisor
Village of Lombard
255 East Wilson Avenue
Lombard, IL 60148

Dear Mr. Stillwell:

Thank you for expressing interest in Duke's foaming root control service. As per your request for quotation, Duke's Root Control, Inc. will treat any sewers for the unit prices listed below:

Pipe Size	Unit Price
6 inch	\$1.59/foot
8 inch	\$1.59/foot
10 inch	\$1.76/foot
12 inch	\$1.92/foot
15 inch	\$2.73/foot

Prices are computed per linear foot, manhole to manhole, and Duke's standard guarantee applies to all sanitary sewers treated. Please note that a \$3,000 minimum is required, and prices for pipes larger than 15 inch are determined on a case-by-case basis.

If you require any further information, please call 1-800-447-6687. Thank you for your interest in our service.

Sincerely,

Chad Smeltzer

VILLAGE OF LOMBARD

Sewer Root Control Program FY 2015

This agreement is made 7th day of May, 2015 by and 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 of Syracuse, NY hereinafter referred to as (the "Contractor").

Witnesseth 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:

Provide labor, equipment, and materials for Sewer Root Control in an amount not to exceed
\$50,000

1. This Contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
 - a. The Contractor's Bid Proposal Dated April 17, 2015.
 - c. Required Performance and Payment Bonds and Certificate of Insurance
2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the services which are the subject matter of this Contract an amount not to exceed \$50,000 paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.
3. Contractor shall not delegate the duties involved in the performance of the services which are the subject matter of this Contract without the written approval of the Village.
4. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.
5. 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 Keith T. Giagnorio, Village President, and the Contractor have hereunto set their hands this 7th day of May, 2015.

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 7th day of May, 2015.

Keith T. Giagnorio
Village President

Attest:

Sharon Kuderna
Village Clerk

EXHIBIT A

**VILLAGE OF LOMBARD
CONTRACTOR'S CERTIFICATION**

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

I am the _____ for _____,
(Title) (Name of Company)
(the "Contractor"), which has submitted a proposal for _____,
(Name of Village project)

to the Village of Lombard and, having personal knowledge of the matters certified to herein, and being authorized by the Contractor to make the certifications set forth herein, 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; and
4. is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

By: _____
Authorized Agent of Contractor

Subscribed and sworn to
before me this _____
day of _____, 2015.

Notary Public

EXHIBIT B

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:

Named Insured:

Policy Number:

Policy Period:

Endors. Effective Date:

This endorsement modifies coverage provided under the following:

**Commercial General Liability
Coverage Part**

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.