

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 10, 2017 (B of T) **Date: April 20, 2017**
 TITLE: Bid Opening For: FY 2017 CCTV Inspection and Cleaning
 Project Number RM PROG 5
 SUBMITTED BY: David Gorman, P.E., Assistant Director of Public Works *DG*

RESULTS:

Date Bids Were Published 03/06/2017 Bidding Closed 3/24/2017
 Total Number of Bids Received 4
 Total Number of Bidders Meeting Specifications 4
 Bid Security Required X Yes No
 Performance Bond Required X Yes No
 Were Any Bids Withdrawn Yes X No
 Explanation:
 Waiver of Bids Requested? Yes X No
 If yes, explain:
 Award Recommended to Lowest Responsible Bidder? X Yes No
 If no, explain:

FISCAL IMPACT:

Engineer's estimate \$64,905.78
 Amount of Award: \$33,436.70
 Sewer CCTV & Cleaning: \$33,436.70 Construction Fund RM PROG 5

BACKGROUND/RECOMMENDATION:

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? X Yes No
 Waiver of bids - Public Act 85-1295 does not apply Yes X 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 S. Goldsmith, Director of Public Works *CSG*
From: David Gorman, P.E., Assistant Director of Public Works *DG*
Date: April 10, 2017
Subject: 2017 Sewer Cleaning and Televising RM PROG 05

The purpose of the Sewer Cleaning and Televising Program is to inspect and clean sewers throughout the Village. This contract was bid through a joint purchase process developed by communities in the DuPage region. The MPI process has one community serve as the lead agency (Lombard) for the purposes of bidding the contract. Each participating community awards a contract based upon their identified quantities. This year's participating agencies include the Village of Downers Grove, Downers Grove Sanitary District, City of Elmhurst and Lombard.

Budget:

The Village budgeted \$32,000.00 for 2017 Sewer CCTV and Cleaning.

<i>Program Name</i>	<i>Budget</i>
RM PROG 05 - Sewer Televising & Cleaning	\$ 32,000.00

Bid Results:

Eight (8) potential bidders purchased plans for the referenced project. Four (4) bids were received and opened at 9:00 A.M. on March 24, 2017. The bid tabulation is summarized below:

<i>Company</i>	<i>Overall Bid</i>
Sheridan Plumbing and Sewer	\$489,218.15
National Power Rodding Corporation	\$535,526.70
Michels Corporation	\$723,331.35
Visu-Sewer of Illinois	\$866,423.69
<i>Village of Lombard's portion of MPI</i>	
	<i>Lombard Bid</i>
National Power Rodding Corporation	\$33,436.70
Sheridan Plumbing and Sewer	\$35,738.20
Visu-Sewer of Illinois	\$44,706.48
Michels Corporation	\$65,764.72

Recommendation:

Public Works recommends awarding the contract in the amount of \$33,436.70 to National Power Rodding as the lowest bidder for Lombard's quantities.

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on April 20, 2017. If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.

VILLAGE OF LOMBARD

CONTRACT

CONTRACT DOCUMENT NUMBER RM PROG 5 & 14

This agreement is made this 20th day of April, 2017, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and National Power Rodding Corp. (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:

RFB 2017-102 Sanitary and Storm Sewer CCTV Inspection and Cleaning

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 RM PROG 5 & 14 RFB 2017-102 Sanitary and Storm Sewer CCTV Inspection and Cleaning, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number RM PROG 5 & 14 RFB 2017-102 Sanitary and Storm Sewer CCTV Inspection and Cleaning Legal Notice
 - iv) General Provisions
 - v) Special Provisions
 - vi) Plans and Specifications
 - b. The Contractor's Bid Proposal Dated: March 24, 2017
 - 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.

Contract Document Number RM PROG 5 & 14 RFB 2017-102 Sanitary and Storm Sewer CCTV Inspection and Cleaning

- 3. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work under this contract on or before November 22, 2017. 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 20th day of April, 2017.

If an individual or partnership, the individual or all partners shall sign or, if a corporation, an officer(s) duly authorized shall sign.

National Power Rodding Corp.

Print Company Name

Individual or Partnership _____ Corporation X

Accepted this 20th day of April, 2017.

By

William T. Kreidler, President

Position/Title

By

Reid W. Ruprecht, Secretary

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 20th day of April, 2017.

Keith T. Giagnorio, Village President

Attest:

Sharon Kuderna, Village Clerk

VILLAGE OF LOMBARD

CONTRACT BOND

Bond No. 106709959

KNOW ALL MEN BY THESE PRESENTS, that we National Power Rodding Corp., a company organized under the laws of the State of Illinois and licensed to do business in the State of Illinois as Principal and Travelers Casualty and Surety, a ^{Company of America} corporation organized and existing under the laws of the State of Connecticut, 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 Thirty Three Thousand Four Hundred Thirty Six and 70/100----- dollars (\$ 33,436.70-----) 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 April 20, 2017, for the construction of the work designated:

RM PROG 5 & 14 RFB 2017-102 Sanitary and Storm Sewer CCTV Inspection and Cleaning 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.

Contract Document Number RM PROG 5 & 14 RFB 2017-102 Sanitary and Storm Sewer CCTV Inspection and Cleaning

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 one (1) 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.

Contract Document Number RM PROG 5 & 14 RFB 2017-102 Sanitary and Storm Sewer CCTV Inspection and Cleaning

APPROVED this 20th day of April, 2017.

IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this 20th day of April, 2017.

VILLAGE OF LOMBARD

PRINCIPAL:

National Power Rodding Corp.

BY: _____
Village President

BY: 
William F. Kreidler, President


ATTEST:

Village Clerk

ATTEST: 
Reid W. Ruprecht, Secretary

Travelers Casualty and Surety
SURETY: Company of America

BY: _____

(Title)
BY: 
Attorney in Fact Oscar F. Rincon

BY: _____

(SEAL)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231116

Certificate No. 007045176

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Gina M. Damato, Thomas A. Pictor, Michael Damewood, Luisa Seymour, Thomas N. Tague, Brenda D. Hockberger, Carlina A. Oswald, Tara S. Petersen, Todd D. Baraniak, Dale F. Poquette, Oscar F. Rincon, Moises Alcantar, James P. Fagan, Stephanie Miller, Grace Fowlkes, Ann Mulder, Launa Reidenbach, Mary D. Thomas, Amber Derkson, Dan Hasson, Dan Orna, Kristan Retusnic, Kathleen Stewart, Mary Jo Campbell, Carrie Smith, Adam Kveton, Jessica Hernandez, Robin Vinci, Jason Cummings, Emily Swatkowski, Renee D. Davis, Tiffany Uribe, Anthony Perez, and Kyle Pollock

of the City of Chicago/Naperville, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 16th day of November, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Rancy, Senior Vice President

On this the 16th day of November, 2016, before me personally appeared Robert L. Rancy, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public



STATE OF ILLINOIS
COUNTY OF COOK



I, Brenda D. Hockberger a Notary Public in and for said County, do hereby
certify that Oscar F. Rincon Attorney -in-Fact, of the:

- TRAVELERS CASUALTY & SURETY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
- FARMINGTON CASUALTY COMPANY
- SEABOARD SURETY COMPANY
- UNITED STATES FIDELITY AND GUARANTY COMPANY
- ST. PAUL FIRE AND MARINE INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
- ST. PAUL GUARDIAN INSURANCE COMPANY
- ST. PAUL MERCURY INSURANCE COMPANY

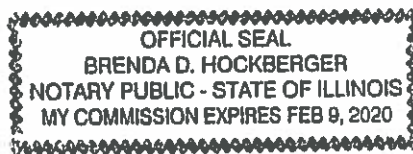
Who is personally known to me to be the same person, whose name is subscribed to the foregoing,
instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and
delivered said instrument for and on behalf of:

- TRAVELERS CASUALTY & SURETY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
- FARMINGTON CASUALTY COMPANY
- SEABOARD SURETY COMPANY
- UNITED STATES FIDELITY AND GUARANTY COMPANY
- ST. PAUL FIRE AND MARINE INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
- ST. PAUL GUARDIAN INSURANCE COMPANY
- ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Naperville in said
County, this 20th day of April A.D. 20 17

Brenda D. Hockberger
Notary Public



VILLAGE OF LOMBARD
CONTRACTOR'S CERTIFICATION

William T. Kreidler, having been first duly sworn depose and states as follows:
(Officer or Owner of Company)

National Power Rodding Corp., having submitted a proposal for:
(Name of Company)

RM PROG 5 & 14 RFB 2017-102 Sanitary and Storm Sewer CCTV Inspection and Cleaning, 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 all employee drivers
(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 20th
day of April, 2017.


Notary Public

