



## Interoffice Memo

**To:** Scott Niehaus, Village Manager  
**Through:** Carl S. Goldsmith, Director of Public Works *cy*  
**From:** David Gorman, P.E., Assistant Director of Public Works  
**Date:** April 11, 2016  
**Subject:** 2016 Sewer Cleaning and Televising  
 RM PROG 05, 14

The purpose of the Sewer Cleaning and Televising Program is to inspect and clean sewers throughout the Village. The program is comprised of two separate projects: Sewer Televising and Cleaning and the Large Diameter Sewer Flushing Program.

This contract was bid through a joint purchase process developed by communities in the DuPage region. The process is based off of the Municipal Partnering Initiative (MPI) that has been successfully implemented in the northern suburbs. 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 included; Downers Grove, Downers Grove Sanitary District, Itasca, Lombard and Villa Park.

Budget:

The Village budgeted \$105,000.00 for a series of programs incorporated into this contract. The program budgets are summarized below:

<i>Program Name</i>	<i>Budget</i>
RM PROG 05 - Sewer Televising & Cleaning	\$ 30,000.00
RM PROG 14 – Large Sewer Flushing	\$ 75,000.00

Bid Results: (Downers Grove, Downers Grove Sanitary District, Itasca, Lombard and Villa Park)

Five (5) potential bidders purchased plans for the referenced project. Four (4) bids were received and opened at 10:00 A.M. on April 6, 2016. The bid tabulation is summarized below:

<i>Company</i>	<i>Base Bid</i>
Pipe-View LLC	\$183,493.62
Pipe View America	\$188,583.44
Visu-Sewer of Illinois	\$213,151.60
National Power Rodding Corporation	\$261,659.90
Village of Lombard's base portion of MPI	\$26,775.00
Engineer's Estimate	\$29,566.00

<i>Company</i>	<i>Supplemental Bid</i>
Pipe-View LLC	\$89,566.80
Pipe View America	\$102,098.85
Visu-Sewer of Illinois	\$148,552.80
National Power Rodding Corporation	\$94,099.89
Village of Lombard's supplemental portion of MPI	\$21,055.00
Engineer's Estimate	\$72,550.00

\* Supplemental items were added to the bid documents in order to establish a unit price should that item become necessary.

Recommendation:

Based on Village of Lombard quantities and the base bid unit prices submitted Pipe-View LLC of LaPorte, IN, the contract amount would be \$26,775.00.

Supplemental Items No. 8, "Sewer Flushing (48" to 72")", in the amount of \$19,345.00; and No. 9 "Sewer Flushing (>48" - <= 108")" in the amount of \$1,710.00 brings the supplemental total to \$21,055.00.

Public Works, Engineering Division recommends awarding the contract to Pipe-View, LLC of LaPorte, IN lowest responsive and responsible bidder in the total amount \$47,830.00. References have been checked by staff.

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on April 21, 2016. If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.

**VILLAGE OF LOMBARD  
CONTRACT**

**CONTRACT DOCUMENT NUMBER RFB #2016-102**

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and PIPE-VIEW LLC (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:

Sanitary and Storm Sewer Cleaning and Closed Circuit Televising (CCTV) Inspection, approx. 11,120 LF, of mains varying from 8"- 72" in diameter. Flushing, (no camera) approx. 28,500 LF of mains varying from 15" – 108".

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 RFB # 2016-102 for 2016 Sanitary and Storm Sewer Cleaning and CCTV Inspection, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Notice to Bidders on Contract Document Number RFB # 2016-102 - Legal Notice
    - iv) Schedule of Prices (Village of Lombard)
    - v) General Terms and Conditions
    - vi) Labor Statutes
    - vii) 2016 Municipal Partnering Initiative Summary of Work
    - viii) Project Special Provisions
    - ix) Addendum # 1
    - x) Appendix A – Additional Government Agency – specific information
    - xi) Appendix B – Documents Returned with Bid Submission
      - Performance Reference Form
      - Disqualification of Certain Bidders Form
      - Bidder's Certification Form
      - Anti - Collusion Affidavit and Contractors' Certification Form
      - Conflict of Interest Form
      - Tax Compliance Affidavit Form
      - Sub – Contractor Information Form
      - National Security/USA Patriot Act
    - xii) Appendix C – Project Locations
  - b. The Contractor's Bid Proposal Dated: 4/6/16
  - c. Required Performance and Payment Bonds and Certificate(s) of Insurance
2. The Village of Lombard 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 under this contract on or before September 15, 2016. 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.

Legistar #160164

- 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 \_\_\_\_ day of \_\_\_\_\_ 2016.

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 \_\_\_\_\_, 2016.

By: Sign Name \_\_\_\_\_ Position/Title \_\_\_\_\_

\_\_\_\_\_  
Print Name \_\_\_\_\_ Position/Title \_\_\_\_\_

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
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 April 21, 2016, for the construction of the work designated:

**FY 2016 -102 SANITARY AND STORM SEWER CLEANING AND CLOSED CIRCUIT TELEVISIONING (CCTV) INSPECTION**

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 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.

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2016.

VILLAGE OF LOMBARD

BY: \_\_\_\_\_  
Village President

ATTEST:  
\_\_\_\_\_  
Village Clerk

IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this \_\_\_\_ day of \_\_\_\_\_, 2016.

PRINCIPAL:  
\_\_\_\_\_

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

ATTEST:  
\_\_\_\_\_

SURETY: \_\_\_\_\_

BY: \_\_\_\_\_  
(Title)

BY: \_\_\_\_\_  
Attorney in Fact

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

(SEAL)



**Bid Opening Tabulation Form**

<b>DATE:</b>		<b>4/6/16</b>											
<b>TIME:</b>		<b>10:00 AM</b>											
<b>DOCUMENT #</b>		<b>RFB # 2016-102</b>											
<b>DOCUMENT NAME:</b>		<b>Sanitary &amp; Storm Sewer Closed Circuit Television (CCTV)</b>		<b>PIPE-VIEW LLC 203 Fanwood Ln LaPorte, IN</b>		<b>PIPE-VIEW AMERICA 900 National Parkway Suite 260 Schaumburg, IL</b>		<b>VISU-SEWER of ILLINOIS 9014 S. Thomas Ave Bridgeview, IL</b>		<b>NATIONAL POWER RODDING CORP 2500 W. Arthington St Chicago, IL</b>		<b>AVERAGE</b>	
<b>NAME &amp; ADDRESS OF BIDDER</b>				<b>LOMBARD</b>									
<b>NO</b>	<b>ITEM</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>	
<b>Base Bid</b>													
1	CCTV Inspection of Sanitary Sewers (8" to 12") (no dyed-water flooding)	9,500	\$2.10	\$19,950.00	\$2.03	\$19,285.00	\$2.20	\$20,900.00	\$2.35	\$22,325.00	\$2.17	\$20,615.00	
2	CCTV Inspection of Sanitary Sewers (15" to 18") (no dyed-water flooding)	620	\$1.95	\$1,209.00	\$2.75	\$1,705.00	\$2.55	\$1,581.00	\$2.35	\$1,457.00	\$2.40	\$1,488.00	
3	CCTV Inspection of Sanitary Sewers (21" to 30") (no dyed-water flooding)	1,000	\$2.28	\$2,280.00	\$2.85	\$2,850.00	\$3.08	\$3,080.00	\$2.35	\$2,350.00	\$2.64	\$2,640.00	
4	Sewer Condition Evaluation	11,120	\$0.30	\$3,336.00	\$0.02	\$222.40	\$0.03	\$278.00	\$0.40	\$4,448.00	\$0.19	\$2,071.10	
5	Heavy Cleaning	0	\$0.85	\$0.00	\$5.28	\$0.00	\$7.00	\$0.00	\$8.00	\$0.00	\$5.28	\$0.00	
<b>SUB-TOTAL BASE BID LISTED BY BIDDER:</b>						<b>\$26,775.00</b>		<b>\$24,062.40</b>		<b>\$25,839.00</b>		<b>\$30,580.00</b>	
				<b>LOMBARD</b>									
<b>NO</b>	<b>Supplemental Unit Prices</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>	
1	CCTV Inspection of Storm Sewers (8" to 12") <b>Rear / Side Easement</b>	0	\$4.72	\$0.00	\$2.85	\$0.00	\$3.25	\$0.00	\$5.59	\$0.00	\$4.10	\$0.00	
2	CCTV Inspection of Sanitary Sewers (8" to 12") (no dyed-water flooding)	0	\$4.30	\$0.00	\$2.85	\$0.00	\$3.05	\$0.00	\$5.59	\$0.00	\$3.95	\$0.00	
3	CCTV Inspection of Storm Sewers (15" to 18") <b>Rear / Side Easement</b>	0	\$3.20	\$0.00	\$3.00	\$0.00	\$4.00	\$0.00	\$5.59	\$0.00	\$3.95	\$0.00	
4	CCTV Inspection of Storm Sewers (21" to 30") <b>Rear / Side Easement</b>	0	\$3.20	\$0.00	\$3.35	\$0.00	\$4.50	\$0.00	\$5.59	\$0.00	\$4.16	\$0.00	
5	CCTV Inspection of Sanitary Sewers (32" to 42") (no dyed-water flooding)	0	\$4.70	\$0.00	\$2.95	\$0.00	\$4.50	\$0.00	\$2.35	\$0.00	\$3.63	\$0.00	
6	CCTV Inspection of Sanitary Sewers (48" to 72") (no dyed-water flooding)	0	\$4.48	\$0.00	\$6.95	\$0.00	\$5.00	\$0.00	\$2.35	\$0.00	\$4.70	\$0.00	
7	CCTV Inspection of Storm Sewers (48" to 72") <b>Rear / Side Easement</b>	0	\$4.72	\$0.00	\$7.55	\$0.00	\$5.00	\$0.00	\$5.59	\$0.00	\$5.72	\$0.00	
8	Sewer Flushing (15" - 48") - No Camera	26,500	\$0.73	\$19,345.00	\$1.45	\$38,425.00	\$3.00	\$79,500.00	\$0.50	\$13,250.00	\$1.42	\$37,630.00	
9	Sewer Flushing (>48" - <= 108") - No Camera	1,800	\$0.95	\$1,710.00	\$4.98	\$8,964.00	\$4.50	\$8,100.00	\$1.00	\$1,800.00	\$2.86	\$5,143.50	
10	Protruding Tap Removal	0	\$175.00	\$0.00	\$500.00	\$0.00	\$400.00	\$0.00	\$250.00	\$0.00	\$331.25	\$0.00	
<b>SUB-TOTAL SUPPLEMENTAL BID LISTED BY BIDDER</b>						<b>\$21,055.00</b>		<b>\$47,389.00</b>		<b>\$87,600.00</b>		<b>\$15,050.00</b>	
<b>TOTAL BASE BID + SUPPLEMENTAL BID</b>						<b>\$47,830.00</b>		<b>\$71,451.40</b>		<b>\$113,439.00</b>		<b>\$45,630.00</b>	