

DISTRICT ALL
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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 : William T. Lichter, Village Manager

DATE : June 12, 2007
Agenda Date June 21, 2007

TITLE : Cross Connection Program & Grease Control Program - Bid Waiver

SUBMITTED BY: Angela M. Podesta, Utilities Superintendent *AMP WA*

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Were Any Bids Withdrawn _____ Yes _____ No _____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? _____ Yes _____ No _____
If yes, explain: See Attached Memo.
Award Recommended to Lowest _____ Yes _____ No _____
Responsible Bidder? _____
If no, explain: See Attached Memo

FISCAL IMPACT:

Engineer's estimate/budget estimate \$72,030
Amount of Award \$72,030

BACKGROUND/RECOMMENDATION:

See attached memo.

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

REVIEW (as needed):

Village Attorney XX _____ Date 6/12/07
Finance Director XX *Angela M. Podesta* Date 6/12/07
Village Manager XX *W. T. Lichter* Date 6/12/07

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.

There is only one other company in the area that specializes in cross connection program management and their fees are significantly higher than Aqua

The FY08 budget includes funding to continue the Cross Connection Program and to implement a Grease Control Program. Since both programs include on-site plumbing inspections of commercial properties, the Village has merged the two programs together. A Request for Proposal was sent to Aqua Backflow for Grease Control Program. At this time we are only requesting a one year contract to evaluate the implementation of the Grease Control Program. If the Village determines that merging the two programs together is beneficial, we will request a multi-year contract next year.

The Department of Public Works sent a Request for Proposal to Aqua Backflow for the implementation of the Cross Connection Program during FY07 and awarded them a contract not to exceed \$19,999. Aqua Backflow is a new company and does not have any contracts with other municipalities at this time. We felt that this small project would be a good way to evaluate their capabilities in managing a cross connection program. Aqua Backflow performed satisfactorily during this initial phase of the Cross Connection Program. During the initial phase of this program, 95% of the properties inspected did not meet requirements. Deficiencies noted were outdated test results, non-compliant backflow devices and unprotected water connections.

Subject: Cross Connection Program & Grease Control Program Contract

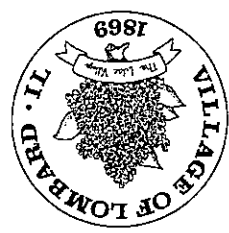
Date: June 12, 2007

Through: Wes Anderson, Director of Public Works
Wes Anderson

From: Angela M. Podesta, Utilities Superintendent
AMP

To: William T. Lichter, Village Manager

MEMORANDUM



Backflow. I have spoken with a company with offices in Wisconsin but they were still investigating whether or not to enter the Illinois market.

The Cross Connection Program is an EPA mandated program that is designed to protect the Village's drinking water system from contamination by water customers. The Village is phasing in this program by inspecting one-third of the commercial water customers each year, then will survey multi-family and residential customers in future years. This is an ongoing program with annual reporting requirements and biannual inspection/survey requirements. The Village has budgeted \$49,830 in FY08 in the Water Distribution Cost Center (7730.755700) of the Water & Sewer Operating & Maintenance Fund for the Cross Connection Program. The Village has added a \$5.60 per bill Cross Connection charge to the commercial water accounts to partially fund this program.

The Grease Control Program is a Village program to address excess grease in the sanitary sewer collection system. The excess grease comes from inadequately maintained grease traps and interceptors in businesses such as food service establishments, auto garages, etc. The Village has experienced HPA violations as a result of sanitary sewer overflows due to grease blockages. Village crews regularly clean and chemically treat the sewer mains and lift stations to reduce grease build up which is expensive and time consuming. The Grease Control Program is designed to educate and inspect businesses that have grease traps and interceptors to ensure that they are being properly cleaned and maintained. The Village will also be sending out mailings to various residential subdivisions where grease build up is a problem. This is the first year that the Village will be contracting for services to inspect grease traps, record maintenance records and compliance reporting. The Village has budgeted \$22,200 in FY08 in the Sanitary & Sewer Collection Cost Center (7750.755700) of the Water & Sewer Operating & Maintenance Fund for the Grease Control Program. There is no direct offsetting revenue charge for this program.

I am requesting the Board of Trustees waive bids and award a contract to Aqua Backflow of Elgin, IL for the Cross Connection Program and Grease Control Program in an amount not to exceed the budgeted amount of \$72,030 at their June 21, 2007 meeting.

VILLAGE OF LOMBARD

Cross Connection Program & Grease Control Program

This agreement is made this 21st day of June, 2007, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and Aqua Backflow, 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 all labor, materials and equipment as necessary to complete cross connection and grease control inspections, data management and public education in an amount not to exceed \$72,030

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 Cross Connection Program & Grease Control Program, 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 Bid Proposal Dated June 12, 2007

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 items 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 William Mueller, Village President, and the Contractor have hereunto set their hands this 21st day of June, 2007.

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 21st day of June, 2007.

William Mueller
Village President

Attest:

Brigitte O'Brien
Village Clerk