

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 : January 9, 2015 Agenda Date January 22, 2015
TITLE : Cross Connection Program Administration
Aqua Backflow, Inc. - Bid Waiver
SUBMITTED BY: Brian M. Jack, Utilities Superintendent *for*

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Were Any Bids Withdrawn _____ Yes _____ No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 FY2015 \$426.00, FY2016 \$42,600.00, FY2017 \$42,600.00
Amount of Award FY 2015 \$42,600.00 (510.270.365.75350)
FY 2016 \$42,600.00 (510.270.365.75350)
FY 2017 \$42,600.00 (510.270.365.75350)

BACKGROUND/RECOMMENDATION:

Waive bids and award a three year contract to Aqua Backflow, Inc. for cross connection and grease control inspections and program recordkeeping in an amount not to exceed \$42,600.00 in FY 2015, FY 2016 and FY 2017.

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 *bj*

Through: Carl S. Goldsmith, Director of Public Works *cy*

Date: January 9, 2015

Subject: Cross Connection Program Administration

This memorandum provides background on utilizing inspection services for the Cross Connection. The Village will not be contracting with the outside contractor for the Grease Control. This portion will be administered by the Glenbard Wastewater Authority.

Background:

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 program provides for at least one physical site inspection of commercial water customers, and a paper survey of multi-family and residential customers to determine their potential for cross connections (e.g. irrigation systems, pools, etc.). This is an ongoing program with annual reporting requirements and biannual inspection/survey requirements. The Village has budgeted \$42,600.00 in FY 2015 in the Water Distribution Cost Center (510.270.365.75350) of the Water & Sewer Operating & Maintenance Fund for the Cross Connection Program. The Village added, in 2009 by Ordinance No. 6326, a \$6.60 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 IEPA 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. Historically the Village has budgeted approximately \$20,000 per year in the Sanitary Sewer Collection Cost Center (510.270.380.75350) of the Water & Sewer Operating & Maintenance Fund for the Grease Control Program. The Glenbard Wastewater Authority has added an Environmental Resources Coordinator position to administer the Grease Control Program or FOG (Fats, Oils, and Grease). There is no direct offsetting revenue charge for this program. With Glenbard Wastewater Authority assuming control of this program, the Village will no longer need to contract with a vendor to administer the Village's Grease Control Program.

Aqua Backflow, Inc. has managed both the Cross Connection since FY 2007 and they have performed satisfactorily during this time, inspecting properties, communicating with property owners regarding deficiencies and providing technical support when needed. Deficiencies noted were outdated test results, non-compliant backflow devices and unprotected water connections.

At this time staff is requesting a three year contract be awarded to Aqua Backflow to continue the inspections and ongoing recordkeeping, including the web-based tracking system for the Cross Connection Program.

Recommendation:

Staff recommends that the Board of Trustees waive bids and award a three year contract to Aqua Backflow of Elgin, IL for the Cross Connection Program in an amount not to exceed \$42,600.00 for FY 2015 and the anticipated budgeted amount of \$42,600.00 for FY 2016 and FY 2017 at their January 22, 2015 meeting.



Protecting your water supply from contamination

977 Elizabeth Street, Elgin, IL 60120 (847) 742-2296 (847) 214-9696 fax
www.AquaBackflow.com

January 5, 2015

1/1/2015 - 12/31/2017

Proposed Annual Program Costs

(per item pricing...quantities are estimates and may vary)

Village of Lombard, IL

CROSS CONNECTION CONTROL (CCC) PROGRAM:

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Device Tracking/Mailing	1448	EA	\$ 9.95	\$14,408.00
<i>Testers enter the test result data at no cost via our dedicated website - Online Program</i>				
On-Site Inspection	144	EA	\$ 90.00	\$12,960.00
On-Site Inspections for Multi-Tenant, Multi-Story Buildings			\$ 90.00 per 1/2 hour	\$12,000.00
Single Re-Inspection	12	EA	\$ 175.00	\$ 2,100.00
Multiple Re-Inspection	12	EA	\$ 88.00	<u>\$ 1,056.00</u>
				\$42,524.00

On-site consultations will be charged on a time basis at \$180 per inspector/consultant hour

Total Water Connections: 12,963

Mailed Surveys: (required biennially by the IEPA)

- a) Template by us. Printed, stuffed, and mailed by you. Tracked by Aqua Backflow..... (\$12,963 total) ... \$ 1.00 ea
- b) Survey printed, mailed, and tracked by Aqua Backflow..... (\$16,203.75 total) ... \$ 1.25 ea

Aqua Backflow includes free easy-access survey forms online for your water customer to complete. Most surveys are returned in this manner.

VILLAGE OF LOMBARD

Cross Connection Program & Grease Control Program

This agreement is made this 22nd day of January, 2015, 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 \$42,600.00 (FY2015), \$42,600.00 (FY 2016), \$42,600.00 (FY 2017)

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 January 5, 2015
 - b. 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 Keith Giagnorio, Village President, and the Contractor have hereunto set their hands this 22nd day of January 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 22nd day of January, 2015.

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)

Cross Connection Program and Grease Control Program 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 _____, 2015.

Notary Public