

**DISTRICTS -ALL**

**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 11, 2016 (B of T) AGENDA DATE: April 21, 2016  
 TITLE: 2016 Sewer Lining  
 RM PROG 11

SUBMITTED BY: David Gorman, P.E., Assistant Director of Public Works

**RESULTS:**

Date Bids Were Published 3/23/2016 Bidding Closed 4/06/2016  
 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 Were Any Bids Withdrawn        Yes X No  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 X Yes        No  
 Responsible and Responsive Bidder?  
 If no, explain:

**FISCAL IMPACT:**

Engineer's Estimate/CIP Budget Estimate \$72,394.00/ \$75,000.00

Amount of Award \$53,832.00

Account: RM PROG 11 520.790.715.75420

**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 *CG*  
**From:** Dave Gorman, P.E., Assistant Public Works Director  
**Date:** April 11, 2016  
**Subject:** 2016 Sewer Lining Project  
 RM PROG 11

The purpose of the Sanitary Sewer Lining Program is to reconstruct certain sections of badly deteriorated sewer pipe throughout the Village. The process utilized for this work is cured-in-place-pipe (CIPP) lining. This method is a trenchless technology, which drastically decreases surface disruptions and minimizes disruptions to the residents.

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 (Village of 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 Village of Bartlett, Village of Bensenville, DuPage County and Village of Lombard.

**Budget:**

RM PROG 05 – Sewer Lining \$75,000.00

Six (6) potential bidders purchased plans for the referenced project. Four (4) bids were received and opened at 9:00 A.M. on April 06, 2016. The bid tabulation are summarized below:

**Bid Results:** (Village of Bartlett, Village of Bensenville, DuPage County and Village of Lombard)

<i>Company</i>	<i>Base Bid</i>	<i>Supplemental Bid Item No. 1</i>	<i>Supplemental Bid Item No. 2</i>
# 1 Insituform Technologies USA, LLC	\$741,607.55	\$15,353.75	\$23,654.00
# 2 Hoerr Construction, Inc.	\$861,684.40	\$20,760.00	\$27,346.00
# 3 Michels Corporation	\$865,400.00	\$18,165.00	\$88,356.00
# 4 SAK	\$981,969.50	\$24,220.00	\$27,715.03
<i>Village of Lombard's portion of the MPI</i>	\$53,832.00	-	-
Engineer's Estimate	\$72,394.00	-	-

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

**Recommendations:**

Total bid based on Village of Lombard quantities and the unit prices submitted by Insituform Technologies USA, Inc., was in the amount of \$53,832.00. The contractor has done acceptable work in the Village in the past. Public Works, Engineering Division recommends awarding this contract to the most responsible and responsive bidder, Insituform Technologies USA, LLC.

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 #2016-103**

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 Insituform Technologies USA, 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:

Scope of work includes approximately 1,670 linear feet of sewer lining in various sizes ranging from 8" – 24" in diameter of cured-in-place pipe (CIPP) lining. Approximately 40 re-instatements of service laterals.

1. This contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:

b. Contract Document Number RFB # 2016-103 for 2016 Sewer Lining, consisting of the following:

- i) Cover Sheet
- ii) Table of Contents
- iii) Notice to Bidders on Contract Document Number RFB # 2016-103 - 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 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
- xii) Appendix C – DuPage County Requirements
  - Manifest for Excavation Dewatering, Street Sweepings and Sewer Cleanings
  - Vaccum Truck Waste Statement of Acknowledgement
- xiii) Appendix D – 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.
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 SEWER LINING

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>9:00 AM</b>												
<b>DOCUMENT #</b>		<b>RFB 2016-103 SEWER LINING</b>	<b>NAME &amp; ADDRESS OF BIDDER</b>		<b>LOMBARD</b>		<b>Insituform Technologies USA, LLC 17988 Edison Avenue Chesterfield, Missouri 63005</b>		<b>Hoerr Construction, Inc. 1601-D W. Luthy Dr. P.O. Box 10195 Peoria, IL 61612</b>		<b>Michels Corporation P.O. Box 128 Brownsville, WI 53006</b>		<b>SAK 864 Hoff Road O'Fallon, MO</b>	
													<b>AVERAGE</b>	
<b>NO</b>	<b>ITEM</b>	<b>UNIT</b>	<b>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	CURED-IN-PLACE 8"	LF	620	\$21.60	\$13,392.00	\$25.80	\$15,996.00	\$27.00	\$16,740.00	\$27.25	\$16,895.00	\$25.41	\$15,755.75	
2	CURED-IN-PLACE 10"	LF	0	\$28.20	\$0.00	\$30.00	\$0.00	\$26.00	\$0.00	\$31.25	\$0.00	\$28.86	\$0.00	
3	CURED-IN-PLACE 12"	LF	450	\$29.00	\$13,050.00	\$33.00	\$14,850.00	\$40.00	\$18,000.00	\$44.75	\$20,137.50	\$36.69	\$16,509.38	
4	CURED-IN-PLACE 15"	LF	600	\$38.25	\$22,950.00	\$51.00	\$30,600.00	\$41.00	\$24,600.00	\$74.50	\$44,700.00	\$51.19	\$30,712.50	
5	CURED-IN-PLACE 24"	LF	0	\$182.00	\$0.00	\$115.00	\$0.00	\$109.00	\$0.00	\$132.50	\$0.00	\$134.63	\$0.00	
6	PROTRUDING TAP REMOVAL	EA	4	\$360.00	\$1,440.00	\$250.00	\$1,000.00	\$192.00	\$768.00	\$350.00	\$1,400.00	\$288.00	\$1,152.00	
7	RE-INSTATEMENT OF SERVICE LATERALS	EA	40	\$75.00	\$3,000.00	\$75.00	\$3,000.00	\$110.00	\$4,400.00	\$50.00	\$2,000.00	\$77.50	\$3,100.00	
<b>TOTAL BASE BID AS-READ:</b>					<b>\$741,607.55</b>		<b>\$861,684.40</b>		<b>\$865,400.00</b>		<b>\$981,969.50</b>			
<b>TOTAL BASE BID LOMBARD QUANTITIES</b>					<b>\$53,832.00</b>		<b>\$65,446.00</b>		<b>\$64,508.00</b>		<b>\$85,132.50</b>		<b>\$67,229.63</b>	
<b>NO</b>	<b>Supplemental Unit Prices</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>UNIT PRICE</b>	<b>TOTAL</b>	
1	END SEAL GASKETS (8"-24")	EA	0	\$88.75	\$0.00	\$120.00	\$0.00	\$105.00	\$0.00	\$140.00	\$0.00	\$113.44	\$0.00	
2	DUPAGE COUNTY 10% CONTINGENCY	LS	0	\$23,654.00	\$0.00	\$27,346.00	\$0.00	\$88,356.50	\$0.00	\$27,715.03	\$0.00	\$41,767.88	\$0.00	
<b>SUPPLEMENTAL BID ITEM NOS. 1 AND 2 AS-READ SEPARATELY</b>														
<b>TOTAL SUPPLEMENTAL BID NOS. 1 AND 2 LOMBARD QUANTITIES</b>					<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>	