

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 : July 31, 2007  
Agenda Date August 9, 2007

TITLE : Sewer Lateral Lining

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

RESULTS:

Date Bids Were Published \_\_\_\_\_  
 Total Number of Bids Received \_\_\_\_\_  
 Total Number of Bidders Meeting Specifications \_\_\_\_\_  
 Bid Security Required Yes \_\_\_\_\_ No X  
 Performance Bond Required Yes \_\_\_\_\_ No X  
 Were Any Bids Withdrawn Yes \_\_\_\_\_ No X  
 Explanation:  
 Waiver of Bids Requested? Yes X No \_\_\_\_\_  
 If yes, explain:  
 Award Recommended to Lowest Yes \_\_\_\_\_ No \_\_\_\_\_  
 Responsible Bidder? \_\_\_\_\_  
 If no, explain: See Attached Memo

FISCAL IMPACT:

Engineer's estimate/budget estimate \$30,000  
 Amount of Award \$30,000

BACKGROUND/RECOMMENDATION:

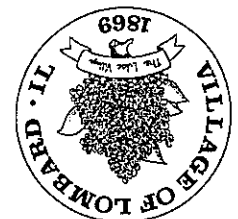
See attached memo.

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

REVIEW (as needed):

Village Attorney XX \_\_\_\_\_ Date \_\_\_\_\_  
 Finance Director XX *James King & Partners* Date 8/1/07  
 Village Manager XX *James King & Partners* Date 8/1/07

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.



MEMORANDUM

**To:** William T. Lichter, Village Manager

**From:** Angela M. Podesta, Utilities Superintendent  
*Angela M. Podesta*

**Through:** Wes Anderson, Director of Public Works

**Date:** July 31, 2007

**Subject:** Sewer Lateral Lining Contract

The Department of Public Works sent a Request for Proposal to Performance Pipelining, Inc. of Ottawa, IL for lining sewer laterals from the sewer main to the clean out. This lining process essentially inserts a new pipe inside the existing pipe without excavation. Public Works conducted a pilot project in 2005 to evaluate the T-Liner process and found it to be acceptable. The T-Liner lines a portion of the sewer main at the connection and shoots a liner up the lateral to the clean out. Public Works has successfully used sewer lining for main line rehabilitation for many years. Public Works uses the sewer lateral lining process when a sewer lateral needs repair due to extensive root growth, cracks or other defects that can be remedied without replacing the pipe, thus reducing restoration costs and inconvenience to the residents. There are still instances when replacement is the only method that will fix the problem.

In 2006, Public Works lined 5 sewer laterals from the clean out to the sewer main. The clean outs were installed by Village crews using the Vac-A-Tree process. Difficulties were encountered in precisely measuring the liner such that the liner did not extend into the sewer main yet covered the last joint before the main. Two liners came up short and Performance Pipelining came back and installed T-Liners in both locations at no additional cost to the Village. Due to these difficulties, Public Works has determined that the laterals should be lined using the T-Liner process to ensure that all of the joints in the pipe are covered. Currently, Performance Pipelining is the only company with the capabilities to line a lateral from the main to the clean out at distances over 30 feet. In Spring,

2007, Performance Pipelining installed 5 T-Liners, including one that was in a backyard easement.

Performance Pipelining, Inc. (PPI) of Ottawa, IL has performed satisfactorily in the past. The Village has \$30,000 budgeted for Sewer Lateral Lining in the Water & Sewer Capital Reserve Fund. The quantities in the proposal are estimates and work orders will be issued to identify the locations and quantities. Payment for work performed will be based upon measured quantities multiplied by the contract unit prices.

Please request the Board of Trustees to waive bids and award a contract in an amount equal to the budgeted amount of \$30,000 for sewer lateral lining to Performance Pipelining, Inc. of Ottawa, IL at their August 9, 2007 meeting.

**VILLAGE OF LOMBARD**

**Sewer Lateral Lining Project**

This agreement is made this 9<sup>th</sup> day of August, 2007, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and Performance Pipelining, 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 labor, equipment and materials for sewer lateral lining in an amount not to exceed \$30,000

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 Sewer Lateral Lining, 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) Specifications and Specification Deviation Form

b. The Contractor's Bid Proposal Dated July 24, 2007

c. 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 William J. Mueller, Village President, and the Contractor have hereunto set their hands this 9<sup>th</sup> day of August, 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 9<sup>th</sup> day of August, 2007.

William J. Mueller  
Village President

Brigitte O'Brien  
Village Clerk

Attest: