

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 : December 28, 2005
Agenda Date January 5, 2006

TITLE : Sewer Lateral Lining Project

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

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 Were Any Bids Withdrawn _____ Yes _____ No _____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: _____

FISCAL IMPACT:

Engineer's estimate/budget estimate \$30,000
 Amount of Award \$30,000
 7901.755700
 Project #0616

BACKGROUND/RECOMMENDATION:

See attached memo.

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 _____ No _____
 Waiver of bids - Public Act 85-1295 does not apply _____ X Yes _____ No _____

REVIEW (as needed):

Village Attorney XX _____ Date _____
 Finance Director XX *Anthony Stefan* Date 12/28/05
 Village Manager XX *William T. Lichter* Date 12/29/05

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 *AMP*

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

Date: December 28, 2005

Subject: Sewer Lateral Lining Contract

The Department of Public Works sent a Request for Proposal to two companies that line sewer laterals from a clean out to the sewer main. This lining process essentially inserts a new pipe inside the existing pipe without excavation. Public Works conducted a pilot project last year to evaluate the process and found it to be acceptable. Public Works has successfully used sewer lining for main line rehabilitation for many years. Public Works will be using 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 will still be instances when replacement is the only method that will fix the problem.

Performance Pipelining, Inc. (PPI) of Ottawa, IL was the only company to respond to the RFP. PPI was the company that Public Works used in the pilot program and they performed satisfactorily. The Village has \$30,000 budgeted for Sewer Lateral Lining in the Water & Sewer Capital Reserve Fund. The quantities in the proposal are estimates since the locations of future sewer laterals to be lined are unknown. 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 January 5, 2006 meeting.

VILLAGE OF LOMBARD

Sewer Lateral Lining Project

This agreement is made this 5th day of January, 2006, 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) Plans and Specifications and Specification Deviation Form

b. The Contractor's Bid Proposal Dated December 20, 2005

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, 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 5th day of January, 2006.

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 5th day of January, 2006.

William J. Mueller
Village President

Brigitte O'Brien
Village Clerk

Attest: