

DISTRICT ALL
070492

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 : August 1, 2007
Agenda Date August 9, 2007

TITLE : Sewer Root Control - Waiver of Bids

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 _____ X _____ No
Performance Bond Required Yes _____ X _____ No
Were Any Bids Withdrawn Yes _____ X _____ No
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 \$40,000
Amount of Award \$40,000

BACKGROUND/RECOMMENDATION:

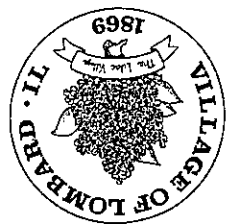
See attached memo.

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 _____ X _____ 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 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
Wes Anderson, Director of Public Works

Through: [Signature]

Date: August 1, 2007

Subject: Sewer Root Control Project

Approximately 25% of the sanitary sewer overflows that have occurred during the past two years have been due tree roots clogging the sewer mains. The Underground Utilities Division of the Department of Public Works cleans approximately 20% of the sanitary sewer mains less than 15 inches in diameter each year. Many of the mains require root cutting to clean the line because the mains were installed in the parkways or backyards. Underground Utilities has limited capabilities to chemically treat the sewer mains with its existing equipment, and determined the process to be inefficient and time consuming. Treatment has been successful in chemically treating the sewer services and found the chemical to reduce the re-growth of roots.

A request for proposal was sent to Duke's Root Control, Inc. of Syracuse, NY to obtain prices for chemically treating approximately 20,500 feet of sanitary sewer mains ranging in size from 8" to 12". Duke's Root Control submitted a proposal on July 25, 2007. I spoke with two references that have used Duke's exclusively, one for the past 5 years and one for over 15 years. Both said the company was professional, they have seen a reduction in the number of root blockages in the sewer mains and that Duke's stands up to their guarantee (two years).

The Village has \$40,000 budgeted Sewer Root Control 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 \$40,000 for sewer root control to Duke's Root Control, Inc. of Syracuse, NY at their August 9, 2007 meeting.

VILLAGE OF LOMBARD

Sewer Root Control Project

This agreement is made this 9th 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 Duke's Root Control 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 Root Control in an amount not to exceed \$40,000.

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 Root Control, 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 25, 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, 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.