

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 : David A. Hulseberg, Village Manager
DATE : June 8, 2011 Agenda Date June 16, 2011
TITLE : Cross Connection Program & Grease Control Program
Aqua Backflow, Inc. - Bid Waiver
SUBMITTED BY: Angela M. Podesta, Utilities Superintendent

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Were Any Bids Withdrawn Yes No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 FY2012 \$54,933.00, FY2013 \$54,933.00, FY2014 \$54,933.00
Amount of Award FY 2012 \$54,933.00 (7730.755700 - \$42,524, 7750.755700 - \$12,409.00)
FY 2013 \$54,933.00 (7730.755700 - \$42,524, 7750.755700 - \$12,409.00)
FY 2014 \$54,933.00 (7730.755700 - \$42,524, 7750.755700 - \$12,409.00)

BACKGROUND/RECOMMENDATION:

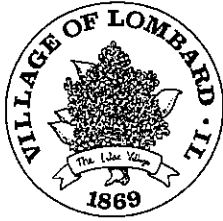
Waive bids and award a three year contract to Aqua Backflow, Inc. for cross connection and grease control inspections and program recordkeeping in an amount not to exceed \$54,933.00 in FY 2012, FY 2013 and FY 2014.

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 David A. Hulseberg 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: David A. Hulseberg, Village Manager

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

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

Date: June 8, 2011

Subject: **Cross Connection Program & Grease Control Program Contract**

This memorandum provides background on utilizing the same inspection services for both the Cross Connection Program and the Grease Control Program.

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 \$63,600 in FY 2012 in the Water Distribution Cost Center (7730.755700) 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. The Village has budgeted \$22,200 in FY 2012 in the Sanitary Sewer Collection Cost Center (7750.755700) of the Water & Sewer Operating & Maintenance Fund for the Grease Control Program. There is no direct offsetting revenue charge for this program.

Aqua Backflow, Inc. of Elgin, IL has worked with the Village since April, 2007 managing the Cross Connection Program. The Village updated the Grease Control Ordinance in the Fall, 2008 to include inspections and maintenance reports. Since both programs include on-site plumbing inspections of commercial properties and detailed recordkeeping, the Village has merged the inspection process of the two programs together. Aqua Backflow, Inc. has managed both the Cross Connection and Grease Control Programs since FY 2009 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.

There are several other companies in the Chicago area that manage Cross Connection Programs but Aqua Backflow is the only company that also manages Grease Control Programs. The proposal Aqua Backflow submitted to the Village contains a cost savings of approximately \$30,000 from previous years due to the development of a web-based backflow device and grease trap tracking system. The web-based tracking system allows the cross connection device tester or the grease trap pumper to enter the results directly into a secured on-line database which reduces paperwork costs. 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, both the Cross Connection and the Grease Control Programs require.

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 and Grease Control Program in an amount not to exceed \$54,933.00 for FY 2012 and the anticipated budgeted amount of \$54,933.00 for FY 2013 and FY 2014 at their June 16, 2011 meeting.



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

Protecting your water supply from contamination

www.AquaBackflow.com

May 26, 2011

Rev 6.7.11

2011 - 2014

Proposed Program Costs

(per item pricing...quantities may vary)

CROSS CONNECTION PROGRAM:

Population: 48,465 Total Water Connections: ----- Non-Residential Connections: 1,100
 Total Backflows: 1,444 Total Active Backflows: 1,270 Total Non-Compliant Tests Past Due: 308
 Total Non-Compliant Installations Past Due: 210 City-Owned Backflow Preventers: 8 (included in the 1,270)

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Device Tracking/Mailing (Maintenance) <i>Testers enter the test result data at no cost via our dedicated website- Online Program</i>	1448	Each Entry	\$ 9.95	\$14,408.00
On-Site Inspection	144 (appx)	EA	\$ 90.00	\$12,960.00
On-Site Inspections for Multi-Tenant, Multi-Story Buildings			\$ 90.00 per ½ hour	\$12,000.00 est.
Single Re-Inspection	12	EA	\$ 175.00	\$ 2,100.00
Multiple Re-Inspection	12	EA	\$ 88.00	\$ 1,056.00
				\$42,524.00

FATS, OILS, AND GREASE (FOG) PROGRAM:

Total Actual FOG Devices: 191

Total Installed/Active FOG Devices: 182 Total "Installs Due": 4 Total Vacant/Inactive FOG Sites: 9
 FOG Tracking Monthly: 73 FOG Tracking Quarterly: 61 FOG Tracking Semi-Annually: 4
 FOG Tracking Annually: 44 Sites yet to be Verified: 5 Total Non-Compliant: 86

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Trap Tracking/Mailing (Maintenance) <i>Testers enter the manifest data at no cost via our dedicated website- Online Program</i>	182	Each Entry	\$ 6.95	\$ 8,173.00
On-Site Inspection	12	EA	\$ 90.00	\$ 1,080.00
Single Re-Inspection	12	EA	\$ 175.00	\$ 2,100.00
Multiple Re-Inspection	12	EA	\$ 88.00	\$ 1,056.00
				\$12,409.00

2011 - 2012 year will see us completing the commercial/industrial customer site inspections. We will then begin inspecting multi-family, residential, and "other" locations as required, as well as performing some site re-inspections.

VILLAGE OF LOMBARD

Cross Connection Program & Grease Control Program

This agreement is made this 16th day of June, 2011, 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 \$54,933.00 (FY2012), \$54,933.00 (FY 2013), \$54,933.00 (FY 2014)

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 June 7, 2011
 - 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 William Mueller, Village President, and the Contractor have hereunto set their hands this 18th day of June, 2009.

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 16th day of June, 2011.

William Mueller
Village President

Attest:

Brigitte O'Brien
Village Clerk