

Bids and Proposals

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

If no, explain:

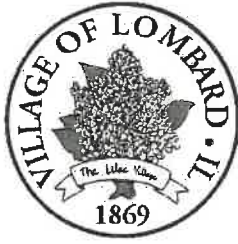
Account Code: 7901.520.790.715.75420

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

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 *g*
From: David Gorman, P.E., Assistant Director of Public Works *DG*
Date: February 28, 2024
Subject: Sanitary and Storm Sewer Closed Circuit Television (CCTV)
 Inspection and Cleaning Program (FY 24)

The Sewer Cleaning and Televising Program is a principal tool that assists staff in managing the Village's sewer systems. Through the cleaning and televising process and utilizing the Village's Geographic Information System (GIS) in conjunction with the Asset Management Software (Cartegraph), staff can catalog and access the sewer system network's current operational and structural condition. This aids in effectively programming future capital project planning, routine maintenance, and scheduling necessary repairs.

Budget:

The FY 24 Capital Improvement Plan (CIP) budget for RM PROG 50 (Sewer Collection System Maintenance) is \$136,000.00.

Bid Results:

Bids were published on January 25, 2024, both in the Lombardian and online through QuestCDN. A total of 7 potential bidders downloaded the project documents. On February 27, 2024, at 11:00 A.M., 7 electronically received bids were publicly opened and read in the Public Works Building Front Conference Room. One bid was rejected as the bidder failed to insert a unit price for 17 of the 18 bid items. Results are tabulated below.

Bidder	Bid Amount
Sewertech LLC	\$86,541.50
Pipe View America	\$94,967.26
National Power Rodding	\$97,964.70
Visu-Sewer of Illinois	\$118,129.40
Hoerr Construction, Inc.	\$215,078.90
Duke's Root Control	\$249,420.13
GPRS	Rejected
Engineer's Estimate of Cost	\$134,230.31

Under the General Terms and Conditions of the contract, the Village retains the option (with contractor concurrence) to renew the contract for an additional year. The contract document includes that allows unit prices to be increased per the Consumer Price Index, of the Chicago-Naperville-Elgin area. Renewable multiple-year contracts are a current Public Works practice for various infrastructure maintenance-related contracts.

Recommendation:

Public Works recommends awarding the contract to Sewertech, LLC of Schaumburg, Illinois for \$86,541.50. Please present this item to the President and Board of Trustees for their review and approval at their regular March 7, 2024, meeting. Please return a copy of the counter-signed contract to Public Works Engineering for further processing.



VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER RM PROG 50 (FY 24)

This agreement is made this 7th day of MARCH 2024, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village"), and Sewertech 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 outlined in the Contract Documents:

Contract quantities and the associated unit prices within the bid proposal for CCTV Inspection - Sanitary (6" - 12", 15" & 21"), Storm (10"-12", 21" & 27") Heavy Cleaning - Sanitary (6" - 12", 15" & 21"), Heavy Cleaning Storm (10"-12", 21" & 27") Sewer Condition Evaluation (6" - 12", 15", 21" - 27") and Maintenance of Traffic for a total of \$86,541.50,

1. This contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
 - a. Contract Document Number RM PROG 50 (FY 24) for Sanitary Sewer Closed Circuit Television (CCTV) Inspection and Cleaning, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Notice to Bidders on Contract Document Number RM PROG 50 (FY 24)
 - iv) General Terms & Conditions
 - v) Labor Statutes, Records, and Rates Construction Contracts
 - vi) Special Provisions
 - vii) Appendix A (Summary of Quantities)
 - viii) Appendix B (Documents to be Submitted with Bid)
 - ix) Appendix C (Sample Data Forms)
 - x) Appendix D (Project Maps)
 - b. The Contractor's Bid Proposal Dated: February 27, 2024
 - c. Required Performance, Payment, Maintenance Bonds, and Certificate(s) of Insurance
 - d. Executed Bid Proposal Form
 - e. Executed Performance Reference Form
 - f. Executed Persons and Entities Subject to Disqualification
 - g. Executed Bidder's Certification Form
 - h. Executed Anti-Collusion Affidavit
 - i. Executed Conflict of Interest
 - j. Executed Tax Compliance Affidavit
 - k. Executed Sub-Contractor Information
2. The Village 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. All televising, cleaning, and agreement to final contract quantities must be completed by October 31st of each year (Substantial Completion Date). All videos and deliverables must be submitted by no later than November 15th of each year (Final Completion Date). Sewers marked as a priority (per Appendix A) must have videos and all associated required submittals delivered by August 1st (Assignment Completion Date) of each year. Time is of the essence regarding 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. According to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, before 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 to 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 7th day of March 2024.

If an individual or partnership, the individual or all partners shall sign or, if a corporation, an officer(s) duly authorized shall sign.

Sewertech LLC

Individual or Partnership _____ Corporation _____

Accepted this _____ day of _____, 2024.

By Position/Title

By Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 7th day of March 2024.

Keith Giagnorio, Village President

Attest:

Elizabeth Brezinski, Village Clerk