


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 : Scott Niehaus, Village Manager

DATE : May 7, 2025 Agenda Date May 15, 2025

TITLE : Waiver of Bids - Butterfield Road Water Main Lining Project
 Sheridan Plumbing and Sewer Inc.

SUBMITTED BY: Brian Jack, Utilities Superintendent 

RESULTS:

Date Bids Were Published _____ Bidding Closed _____

Total Number of Bids Received 2

Total Number of Bidders Meeting Specifications 2

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Were Any Bids Withdrawn _____ Yes _____ No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 \$250,000

Amount of Award \$740,800.00

Water/Sewer Capital Res Fund Program WA 24 10

WSCapRsveFd (Account # 520.790.715.75420 - \$345,400.00)

Butterfield TIF (Account # 443.740.743.75570 - \$345,400.00)

DuPage Count Grant (Account # 416.710.118.75420 - \$50,000.00)

BACKGROUND/RECOMMENDATION:

Waiver of Bids requested as a Request for Proposals was solicited to four selected vendors.

Has Recommended Bidder Worked for Village Previously X Yes _____ No

If yes, was quality of work acceptable X Yes _____ No

REVIEW (as needed):

Village Attorney XX _____ Date _____

Finance Director XX _____ Date _____

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.

MEMORANDUM



To: Scott Niehaus, Village Manager
From: Brian Jack, Utilities Superintendent
Through: Carl Goldsmith, Director of Public Works
Date: May 2, 2025
Subject: Waiver of Bid - Butterfield Rd Water Main Lining Project
Sheridan Plumbing and Sewer Inc.

Background

The Village maintains the water mains along the Butterfield Road corridor which includes the water main from Yorktown Mall Drive to the eastern limits of Lombard at the interconnection with the Village of Oak Brook. These twelve- and ten- inch segments located in the Village's high-pressure zone and are considered a critical asset for water distribution on the south side of Lombard. Previous failures or breaks in these segments have caused significant water loss, the potential for loss in fire prevention capabilities, and loss in system pressure that could lead to boil orders. Repair costs can become exponential due to the location of the water main to Butterfield Road for traffic control, the depth and grade/slope challenges of the earth and water main.

In preparation for the construction of the new South Lombard Water Tower located near the Westin Hotel on the former Northern Baptist Seminary Property, staff investigated the rehabilitation of this water main to ensure that once the new water tower is online this water main will be able to withstand the stresses of pressure fluctuations that will be associated with the integration of the new tower operation. It was determined that lining the water main is the most feasible approach to increasing the reliability and useful life of this segment. Traditional open cut replacement of water main for this project would increase the cost, construction time, and have other utility conflicts for the new water main placement.

Staff sought proposals from qualified four specialized vendors to submit for this water main lining project. The request included both Cured-in-Place-Pipe (CIPP) and Sprayed-in-Place-Pipe (SIPP) methods that include similar installation means and methods. Below are the results of the Request for Proposals.

Proposer	CIPP	SIPP
Sheridan Plumbing & Sewer Inc.	\$740,800.00	\$878,400.00
Fer-Pal Construction USA LLC	\$798,950.00	No Bid
Michels Corporation	No Bid	No Bid
Insituform Construction Company	No Bid	No Bid

Michels Corporation and Insituform Construction Company declined to submit proposals for this project. Insituform does have a Cooperative Purchasing Program (OMNIA) that provides standardized nationwide pricing for projects like the Butterfield Road Water Main Lining project. Staff did a comparison of the lining portion of the project with the submitted proposals and the OMNIA cooperative purchasing with the results below.

Proposer	10" CIPP	12" CIPP	Total
Sheridan	\$56,000	\$342,000	\$388,000
Fer-Pal	\$56,000	\$281,200	\$337,200
OMNIA	\$80,000	\$456,000	\$536,000

The above costs shown are for the lining portion of the project only. The remainder of the proposed costs of the project are for; underground excavation access pits for the liner installation, placement of fire hydrants, installation of a new water valve, trench backfill, restoration, traffic control, and mobilization.

Staff initially requested pricing for this project in 2021 for budgetary purposes and developed the program in the Water/Sewer Capital Reserve Fund in the amount of \$250,000. As time has passed, the water and sewer industry has seen significant increases in material and production costs that include this CIPP material. The underground excavation and access pit costs of this project are elevated due to the heavy traffic control needs along Butterfield Road (IDOT roadway), the depth of the watermain reaching up to ten feet in depth, the sloped grade of the earth above the water main that will causes challenges for the excavation equipment, and the need to complete this work in two phases to ensure that there is no disruption of water service or fire suppression to the properties located around this project.

The Village Finance Department was consulted regarding the fiscal impact and funding sources for this project and was determined that the following sources will be realized for this project.

Project Number: WA 24 10
Contract Amount: \$ 740,800.00

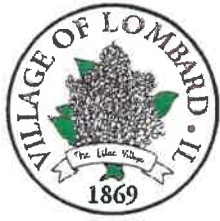
- WSCapRsveFd (Account #520.790.715.75420) \$ 345,400.00
- DuPage County Grant (Account # 416.710.118.75420) \$ 50,000.00
- Butterfield TIF (Account #443.740.743.75570) \$ 345,400.00

Although the proposals for this project is higher than the budgeted amount, the need to complete this water main rehabilitation is important. The new South Water Tower connection can cause fluctuations in water flow and pressures on the south side of town while the system adjusts to the new tower functionality. This can cause an increase stress to this water main potentially causing major failure in the main.

The cost of the actual liner in the RFP is relatively in line with current costs and a delay in this project will only increase project costs.

Recommendations

I am requesting that the Village Board approve a waiver of bids for the Butterfield Water Main Lining Project to Sheridan Plumbing and Sewer Inc. of Bedford Park, IL for an amount not to exceed \$740,800.00.



**VILLAGE OF LOMBARD
CONTRACT**

**BUTTERFIELD RD WATER MAIN EVALUATION
AND REHABILITATION**

CONTRACT DOCUMENT NUMBER: WA 24 10

This agreement is made this 15th day of May, 2025, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Sheridan Plumbing and Sewer Inc. of Bedford Park, IL. (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 set forth in the Contract Documents:

Evaluation and CIPP Water Main Lining for Identified Locations

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 WA 24 10, consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Propose
 - iv) General Terms and Conditions
 - v) Summary of Work
 - vi) Project Special Provisions
 - vii) Request for Proposal
 - viii) Appendices A - E
 - c. The Contractor's Proposal Dated: April 11, 2025
 - d. Required Performance and Payment Bonds and Certificate(s) of Insurance
 - e. Executed Bidder's Certification Form.
2. The Village agrees to pay, and the Contractor agrees to accept as full payment the amount as shown on the Contractor's Proposal, which is made a part hereof, subject to such additions and deletions as agreed to by the parties hereto.
3. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work under this contract no later than 90 calendar days from the date of the Notice to Proceed. Time is of the essence in regard to 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. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to 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 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 15th day of May, 2025.

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

Print Company Name

Individual or Partnership _____ Corporation _____

Accepted this _____ day of _____, 2025.

By

Position/Title

By

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 15th day of May, 2025.

Anthony Puccio, Village President

Attest:

Ranya Elkhatab, Village Clerk

**VILLAGE OF LOMBARD
CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we _____, a company organized under the laws of the State of _____ and licensed to do business in the State of Illinois as Principal and _____, a corporation organized and existing under the laws of the State of _____, with authority to do business in the State of Illinois, as Surety, are now held and firmly bound unto the Village of Lombard, State of Illinois in the penal sum of _____ dollars (\$ _____) lawful money of the United States, well and truly to be paid unto said Village for the payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by these presents.

**BUTTERFIELD RD WATER MAIN EVALUATION AND REHABILITATION
PROJECT**

CONTRACT DOCUMENT NUMBER WA 24 10

in Lombard, Illinois, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, and has further agreed to guaranty and maintain said work for a five (5) year period following final payment to such Principal, and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation from whom any such labor, materials, apparatus, fixtures or machinery was so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then upon the final payment by the Village to said Principal under said contract, the amount of this bond shall be reduced to ten percent (10%) of the amount set forth on the first page hereof for a period of one (1) year; otherwise to remain in full force and effect.

NOW, THEREFORE, if the said Principal shall well and truly perform said guaranty and maintenance work in accordance with the terms of said contract for said five (5) year period after final payment and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of performing such guaranty and maintenance work and shall commence and complete the guaranty and maintenance work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such guaranty and maintenance work during the time of the performance thereof and until the said guaranty and maintenance work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

APPROVED this 15th day of
May, 2025.

VILLAGE OF LOMBARD

BY: _____
Anthony Puccio, Village President

ATTEST: _____
Ranya Elkhatab, Village Clerk

Legistar: 250187

IN WITNESS WHEREOF, We have duly
executed the foregoing Obligation this
____ day of _____, 2025.

PRINCIPAL:

BY: _____

ATTEST: _____

SURETY: _____

BY: _____
(Title)

BY: _____
Attorney in Fact

BY: _____

(SEAL)

**VILLAGE OF LOMBARD
CONTRACTOR'S CERTIFICATION**

_____, having been first duly sworn depose and states as follows:
(Officer or Owner of Company)

_____, having submitted a proposal for:
(Name of Company)

The Manhole Rehabilitation Program 2019 to the Village of Lombard, hereby certifies that said Contractor:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate revenue Act; or
 - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that _____
(Name of employee/driver or "all employee drivers")
is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

By: _____
Authorized Agent of Contractor

Subscribed and sworn to before me this _____ day of _____, 2025.

Notary Public