

DISTRICTS ALL

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: April 9, 2025 (B of T) Date: April 17, 2025

TITLE: Sanitary Closed-Circuit Television (CCTV) Inspection and Cleaning (FY 25)

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

RESULTS:

Date Bids Were Published 01/25/2024 Bidding Closed 02/27/2024

Total Number of Bids Received 7

Total Number of Bidders Meeting Specifications 6

Bid Security Required X Yes No

Performance Bond Required X Yes No

Were Any Bids Withdrawn Yes X No

Explanation:

Waiver of Bids Requested? X Yes No

If yes, explain:

Award Recommended to Lowest X Yes No

Responsible Bidder?

If no, explain:

FISCAL IMPACT:

The scope under this contract is increasing this year due an unexpected high quantity of sanitary sewers south of Madison in poor flow condition per acoustic testing.

Project Number: RM PROG 50

CIP Budget: \$140,000.00

Engineer's Estimate of Cost: \$208,710.37

Amount of Award: \$208,710.37

Account Code: 7901.520.790.715.75420 (\$140,000.00 RM PROG 50)

7901.520.790.715.75420 (\$ 58,000.00 RM PROG 53)

7901.520.790.715.75420 (\$ 10,710.37 RM PROG 06)

BACKGROUND/RECOMMENDATION:

The Village is exercising its contract renewal option.

Has Recommended Bidder Worked for Village Previously X Yes No

If yes, was the quality of work acceptable? X Yes No

Was item bid in accordance with the Public Act 85-1295? Yes X No

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

REVIEW (as needed):

Village Attorney XX _____ Date _____

Finance Director XX _____ Date _____

Village Manager XX _____ Date _____

Interoffice Memo



To: Scott Niehaus, Village Manager
Through: Carl S. Goldsmith, Director of Public Works *[Signature]*
From: David Gorman, P.E., Assistant Director of Public Works *[Signature]*
Date: April 9, 2025
Subject: Sanitary Sewer Closed Circuit Television (CCTV)
 Inspection and Cleaning Program (FY 24)

The Sewer Cleaning and Televising Program is a key tool that helps staff manage the Village's sewer systems. Through the cleaning and televising process, combined with the Village's Geographic Information System (GIS) and Asset Management Software (Cartegraph), staff can catalog and assess the current operational and structural condition of the sewer network. This information aids in effectively planning future capital projects, scheduling routine maintenance, and addressing necessary repairs.

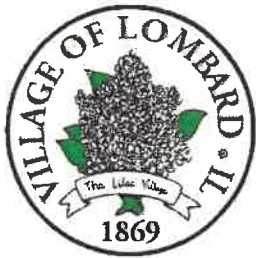
Budget: The FY 25 Capital Improvement Plan (CIP) budget for RM PROG 50 - Sewer Collection System Maintenance is \$140,000.00. Due to the additional cleaning and televising work deemed necessary this year, additional funds will be reallocated within the Water-Sewer Fund to this contract, including \$58,000.00 from RM PROG 53 - Sewer Collection Maintenance plus \$10,710.37 from RM PROG 06 - Underground Structure Maintenance. These amounts will cover the contract total of \$208,710.37.

Bid Results: On February 27, 2024, at 11:00 A.M., seven electronically submitted bids were publicly opened and read in the Public Works Building Front Conference Room. One bid was rejected due to the bidder's failure to provide a unit price for 17 out of 18 bid items. The lowest responsible bidder was SewerTech LLC of Schaumburg.

Recommendation: Based on the findings from the 2024 Sewer Line Rapid Assessment Tool (S/L RAT) investigation, a significant number of sanitary sewers received ratings of 6 or below (on a 0 to 10 scale). The S/L RAT is a portable, onsite assessment tool used to quickly identify detectable blockages in gravity-fed sewers. Public Works' Engineering Division and Underground Utility Division collaborate to obtain and catalog benchmark ratings for these sewers once they are cleaned and inspected. This will allow staff to improve their understanding of the reason for the low ratings. Poor ratings primarily indicate issues related to multiple maintenance and structural categories.

Under the General Terms and Conditions of the contract, the Village has the option to renew it for an additional year, subject to contractor agreement. The contract includes a provision allowing for unit price adjustments based on the Consumer Price Index (CPI) for the Chicago-Naperville-Elgin area. The CPI for the contract is 3.8%.

Public Works recommends exercising the Village's option to renew the contract with SewerTech LLC for \$208,710.37. Please present this item to the President and Board of Trustees for review and approval at their regular meeting on April 17, 2025. A copy of the counter-signed contract should be returned to Public Works Engineering for further processing.



VILLAGE OF LOMBARD CONTRACT

CONTRACT DOCUMENT NUMBER RM PROG 50 (FY 25)

This agreement is made on this 17th day of April 2025, 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"), Heavy Cleaning - Sanitary (6" - 12", & 15"), Sewer Condition Evaluation (6" - 12", & 15") and Maintenance of Traffic (Local) and Maintenance of Traffic (Collector/Arterial and State Routes) for a total of \$208,710.37

1. This contract shall embrace and include all the applicable Contract Documents listed below as if attached hereto or repeated herein:
 - a. Contract Document Number RM PROG 50 (FY 25) for Sanitary Sewer Closed Circuit Television (CCTV) Inspection and Cleaning, consisting of the following:
 - Contract booklet for the RM PROG 50 (FY 24) for Sanitary Sewer Closed Circuit Television (CCTV) Inspection and Cleaning
 - 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 (Revised Project Maps for 2025)*
 - 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 (including an increase of 3.8 percent to the 2024 unit prices), 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 2025 (Substantial Completion Date). All videos and deliverables must be submitted by no later than November 15th of 2025 (Final Completion Date). 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 17th day of April 2025.

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 _____, 2025.

By _____ Position/Title _____

By _____ Position/Title _____

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 17th day of April 2025.

Keith Giagnorio, Village President

Attest :

Elizabeth Brezinski, Village Clerk