

Memorandum



To: Mark Gaffino, Village President & Board of Trustees
 Cc: Steven Bosco, Village Administrator
 From: Brandon Tonarelli, Village Engineer
 Date: October 25, 2022
 Re: Award Bid for Ridge Road Storm Sewer Lining Project

The base bid includes the installation of a liner within approximately 600 feet of storm sewer main through a rear yard easement. The alternate bid includes approximately 300 feet of additional lining.

This storm sewer, which serves as the emergency storm water route for this area of the Fairview Way Townhome Subdivision, had the invasive roots removed this past summer that were blocking the sewer. Lining the pipe will prevent this reoccurrence. The base bid includes the sewer segments that had the worst root intrusion and the alternate bid includes an additional sewer segment that had less significant blockages due to root intrusion.

On October 25, 2022 four sealed bids were received for the Ridge Road Storm Sewer Lining Project. A summary of the bid is below.

COMPANY	ADDRESS CITY, STATE, ZIP	As Calculated Bid Amount (Base Only)	As Calculated Bid Amount (Alternate Only)	As Calculated Bid Amount (Base + Alternate)
Hoerr Construction, Inc.	PO Box 65 1416 County Road 200 N Goodfield, IL 61742	\$92,500.00	\$49,898.00	\$142,398.00
National Power Rodding	2500 West Arthington Street Chicago, IL 60612	\$96,227.46	\$53,830.00	\$150,057.46
Insituform Technologies USA, LLC	580 Goddard Avenue Chesterfield, MO 63005	\$101,362.00	\$30,825.00	\$132,187.00
Visu-Sewer of Illinois, LLC	9014 S. Thomas Avenue Bridgeview, IL 60455	\$112,630.00	\$61,960.00	\$174,590.00

Village staff is recommending to award the base plus alternate bid to eliminate the need for the Village to complete future root removal in this area. Access for equipment to this area is difficult, resulting in higher prices for root removal and if the alternate segment was lined at a future time it would also be significantly more expensive due to the mobilization cost.

Insituform Technologies USA, LLC (Chesterfield, MO) was the low bidder for the base plus alternate in the amount of \$132,187.00. The construction cost will be paid from the Capital Projects Fund. The fiscal year budget currently has \$160,000 for Ridge Road Storm Sewer Repairs, which also included the root removal. The Root Removal that was previously completed cost \$45,700. Though the total project is more expensive than

originally budgeted, the Capital Projects Fund has a sufficient fund balance to support the expenditure. The total project is \$17,887 over the budgeted amount.

Village staff designed the storm sewer project and will be performing the construction inspection and administration of this project.

Insituform Technologies USA, LLC has successfully completed projects for other nearby government agencies. Village staff is recommending the award of the bid to Insituform Technologies USA, LLC in the amount of \$132,187.00.

Contract for Ridge Road Storm Sewer Lining Project

THIS AGREEMENT, made and concluded this 7th day of November, 2022, between the Village of North Aurora, an Illinois municipal corporation (hereinafter referred to as “Village”) and Insituform Technologies USA, LLC, an Illinois Limited Liability Company (hereinafter referred to as “Contractor”) for **Ridge Road Storm Sewer Lining Project**.

WHEREAS, the Village advertised for bids for the Ridge Road Storm Sewer Lining services (hereinafter “Services”) and provided bid specifications for such services, a copy of which is attached hereto and incorporated herein by reference as Exhibit “A” (“Bid Specifications”); and

WHEREAS, Contractor submitted a bid for the Services in the amount of **One Hundred Thirty-Two Thousand One Hundred Eighty-Seven and 00/100 dollars (\$132,187.00)** in response to the request for bids advertised by the Village, a copy of which bid is attached hereto and incorporated herein.

WHEREAS, the Contractor’s bid was determined to be the lowest responsible bid and was accepted by the Village Board of Trustees at the regularly scheduled meeting on **November 7, 2022**.

NOW THEREFORE, in consideration of One Hundred Thirty-Two Thousand One Hundred Eighty-Seven and 00/100 dollars (\$132,187.00) to be paid by the Village to the Contractor as follows for work described by the Bid Specifications for Ridge Road Storm Sewer Lining, the parties hereto agree and covenant as follows:

1. The Village and the Contractor agree the Bid Specifications attached hereto and incorporated herein are essential documents to this Contract and are made a part thereof.
2. The Contractor shall fulfill all the Services in keeping with the Bid Specifications and shall furnish all labor and equipment necessary to perform the Services in a professional and workman like manner.

3. The Contractor shall be solely responsible for its own employees, subcontractors and agents and for the performance of the Services and shall indemnify and hold the Village harmless from and against any claims or causes of action asserted by its employees, subcontractors and agents or claims, causes of action, liabilities or damages resulting or related to the performance of the Services.

4. If there is any conflict within contract documents the bid specifications shall govern.

5. If not previously provided, the Contractor shall supply a Certificate or other proof of Insurance in acceptable form to the Village as a condition to the Village's obligations under this Contract in compliance with the Bid Specifications.

6. The Contractor shall supply a payment bond and surety in form acceptable to the Village before performing the Services.

7. The Contractor acknowledges and agrees that, if the Illinois Prevailing Wage Act applies, the Contractor shall be responsible for such compliance and shall hold the Village and indemnify the Village from and against and claims or liabilities arising from a failure to comply.

8. Either party may terminate this Agreement upon thirty (30) days written notice by registered mail, or by personal delivery of notice, to the other party.

9. This instrument contains the entire agreement between the parties, and those statements, promises, or inducements made by either party or agent of either party that are not contained in this written agreement shall not be valid or binding.

10. In any claims for breach of this contract, the prevailing party shall be entitled to recovery all of its reasonable costs, including reasonable attorney fees.

11. Any litigation brought in regard to this Contract shall be brought in the Sixteenth Judicial Circuit, Kane County, Illinois.

12. This Agreement shall not be altered or modified in any way except in writing and signed by both parties.

[signatures to follow]

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Village of North Aurora

By: Mark Gaffino, Village President

Insituform Technologies USA, LLC

Signature

Printed Name, Title