	AGENDA ITEM EXECUTIVE SUMMARY						
	Title:	Recommendation to Waive the Formal Bid Procedure and Award Storm Sewer Maintenance Contract with Visu-Sewer of Illinois, LLC					
	Presenter:	AJ Reineking					
Please check appropriate box:							
	Government Operations		X	Government Services 04.27.15			
	Planning & Development			City Council			
	Public Hearing						
Estimated Cost:	\$165,310.20	Budgeted:	YES	X	NO		
If NO, please explain how item will be funded:							
Executive Summary:							
<p>In March, the Public Services Division issued a Request for Proposal (RFP) to eight (8) qualified sewer contractors to provide storm sewer cleaning and televising services within specific zones of the City. Three (3) contractors responded with qualified proposals and pricing. Visu-Sewer of Illinois, LLC of Bridgeview, submitted the lowest responsive and responsible pricing, and it has been determined that Visu-Sewer has the experience, equipment and expertise to perform the work within guidelines of the RFP.</p> <p>Unit pricing was submitted for a one (1) year contract, beginning in FY15/16, with the option to extend the contract for an additional year at the City's discretion. Work in the first year of the contract will be limited to Zone 5 which is bordered by Prairie Street to the North, the Fox River to the East, Gray Street to the South and 14th Street to the West.</p>							
Attachments: (please list)							
Summary of Price Proposal Results Storm Sewer Maintenance RFP/Contract with Visu-Sewer of Illinois, LLC							
Recommendation / Suggested Action (briefly explain):							
Recommendation to Waive the Formal Bid Procedure and award a one (1) year Storm Sewer Maintenance Contract with Visu-Sewer of Illinois, LLC in the amount of \$165,310.20.							
For office use only:		Agenda Item Number: 5.h					

REQUEST FOR WAIVING BID PROCEDURE

We request the City Council to waive the bid procedure and accept the quotation (requiring two-thirds City Council vote) submitted by:

Visu-Sewer of Illinois, LLC
9014 South Thomas Ave.
Bridgeview, IL 60455

For the purchase of: Storm Sewer and Catch Basin Maintenance Services

At a combined total cost not to exceed: \$ 165,310.20

Reason for the request to waive the bid procedure: The Public Services Division issued a Request for Proposal (RFP) to eight (8) qualified sewer contractors to provide storm sewer cleaning and televising services within specific zones of the City. Three (3) contractors responded with qualified proposals and pricing. Visu-Sewer of Illinois, LLC of Bridgeview, submitted the lowest responsive and responsible pricing, and it has been determined that Visu-Sewer has the experience, equipment and expertise to perform the work within guidelines of the RFP.

The RFP process was utilized to procure these services to ensure that the successful contractor had sufficient experience and proper equipment to perform work in the City's storm sewer system.

Other Quotations Received: Two

Date: 04/27/2015

Requested by: _____

Department Director: _____

Purchasing Manager: _____

Committee Chairman: _____

THIS REQUEST FORM MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING COMMITTEE APPROVAL FOR WAIVING OF THE BID PROCEDURE. REQUESTS FORWARDED DIRECTLY TO THE CITY COUNCIL (AND BYPASSING COMMITTEE) MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING CITY COUNCIL APPROVAL. SUCH REQUESTS ARE TO BE OF AN EMERGENCY NATURE WHERE TIME IS OF THE ESSENCE.

City of St. Charles, Illinois
Public Works Department
Storm Sewer Maintenance Services
For Public Services Division



PROPOSAL CERTIFICATION

TO: City of St Charles
200 Devereaux Way
St Charles, IL 60174
ATTN: AJ Reineking, Public Works Manager

FROM: Organization: Visu-Sewer of Illinois, LLC
Address: 9014 S. Thomas Ave
City, State, Zip Code: Bridgeview, IL 60455
Contact Person: Tom Woods
Telephone Number: 708-237-0340
Facsimile Number: 708-237-0360

AUTHORIZED NEGOTIATORS:

Name: Tom Woods Phone #: 708-237-0340
Name: _____ Phone #: _____

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No. 1, Dated March 5, 2015
Addendum No. _____, Dated _____

In submitting this proposal, it is understood that the City of St Charles reserves the right to reject any or all Proposals, to accept an alternate Proposal, and to waive any informalities in any Proposal.

In addition to this document, Offerors shall furnish, with the proposal, all submittals as required herein.

City of St. Charles, Illinois
Public Works Department
Storm Sewer Maintenance Services
For Public Services Division



BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed.
_____ Partnership: State full names, titles and addresses of all responsible principals
and/or partners on attached sheet.
* _____ Corporation: State of Incorporation: Illinois


Please provide your Federal Employer Identification Number (F.E.I.N.):

02-0694906

Seal (affix seal below if applicable)

	(List Name of Officers)
President	<u>Keith M. Alexander</u>
Vice-President	
Secretary	<u>James S. Serketic</u>
Treasurer	<u>Keith M. Alexander</u>

Attest:

 Signature of Secretary



DISQUALIFICATION OF CERTAIN PROPOSER

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any state in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of proposal rigging or attempting to rig proposals as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of proposal rigging or attempting to rig proposals under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (E) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (F) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (G) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (H) has entered a plea of nolo contendere to charges of bribery, price fixing, proposal rigging, proposal rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

City of St. Charles, Illinois
Public Works Department
Storm Sewer Maintenance Services
For Public Services Division



**CERTIFICATE OF NON-DISQUALIFICATION UNDER ILLINOIS
COMPILED STATUTES, CH. 720, SEC. 33E-11**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that Visu-Sewer of Illinois, LLC (proposer) not barred from contracting with any unit of State or local government, as a result of a violation of Ch. 720, Sec. 33E-11 of the Illinois Compiled Statutes.

Visu-Sewer of Illinois, LLC
Name of Proposer

By: Thomas W. Woods
Thomas W. Woods

State of Illinois

SS

County of Cook



Subscribed and sworn to before me
this 19 day
of March 2013

Mary Cummings
Notary Public

NOTE TO PROPOSER: Anyone who makes a false statement, material to this Certification, commits a Class 3 Felony under Illinois Compiled Statutes, Ch. 720, Sec. 33 E-11 (b).

City of St. Charles, Illinois
Public Works Department
Storm Sewer Maintenance Services
For Public Services Division



CERTIFICATION OF COMPLIANCE

THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

1. That the undersigned has authority to make this certification on behalf of the proposal.

Visu-Sewer of Illinois, LLC

Name of Company

2. That the undersigned has read the contents, in regard to disqualification of certain proposer, which are contained on the following pages of the documents.
3. That the undersigned knows of his own knowledge that the proposer is not disqualified from proposing under the aforesaid sections.

Authorized Signature

Thomas W. Woods

Type or Print Name

Thomas W. Woods

Title

Division Manager

SEAL

Instructions: This is to be completely filled out and executed by the chief officer or the proposer authorized to submit the certification.

City of St. Charles, Illinois
Public Works Department
Storm Sewer Maintenance Services
For Public Services Division



COMPLIANCE STATEMENT

Complete this form and submit it with Form of Proposal.

Offeror's Name: Thomas W. Woods Signature: *Thomas W. Woods*

TO: City of St Charles, Public Works Facility
200 Devereaux Way
St Charles, IL 60174
ATTN: AJ Reineking, Public Works Manager

FROM: Organization: Visu-Sewer of Illinois, LLC
Address: 9014 S. Thomas Ave.
City, State, Zip Code: Bridgview, IL 60455
Contact Person: Tom Woods
Telephone Number: 708-237-0340
Facsimile Number: 708-237-0360

In compliance with this Request for Proposal, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined herein, for the City of St Charles in the amount indicated, subject to modification through negotiations which may be conducted pursuant to conditions set forth in the Request for Proposals.

City of St. Charles, Illinois
Public Works Department
Storm Sewer Maintenance Services
For Public Services Division



CITY OF ST CHARLES, ILLINOIS
TAX COMPLIANCE AFFIDAVIT

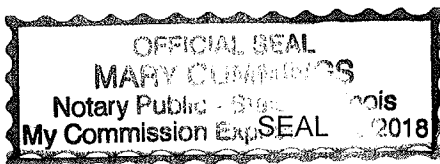
Thomas W. Woods, being first duly sworn,
deposes and says: that he is Division Manager
(Partner, Officer, Owner, Etc.)
of Visu-Sewer of Illinois, LLC
(Consultant)

The individual or entity making the foregoing proposal certifies that he is not barred from contracting with the City of St Charles because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, or entity making the proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

Thomas W. Woods
(Name of Proposer if the Proposer is an Individual)
(Name of Partner if the Proposer is a Partnership)
(Name of Officer if the Proposer is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 19 day of March, 2015



Mary Cummings

Failure to complete and return this form may be considered sufficient reason for rejection of the Proposal

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that VISU-SEWER OF ILLINOIS, LLC, (hereinafter referred to as Corporation), by KEITH M. ALEXANDER, its President, of W230 N4855 Betker Drive, Pewaukee, County of Waukesha, State of Wisconsin, have made, constituted and appointed and by these presents do make, constitute and appoint THOMAS W. WOODS, an employee and agent of VISU-SEWER OF ILLINOIS, LLC., the Corporation's true and lawful attorney, for it and in its name, place and stead:

1. To exercise or perform any act, power, duty, right or obligation whatsoever that the Corporation now has, or may hereafter acquire the legal right, power, or capacity to exercise or perform, in connection with, arising from, or relating to any person, item, transaction, thing, business property, real or personal, tangible or intangible, or matter whatsoever;
2. To request, ask, demand, sue for, recover, collect, receive, to hold and possess all such sums of money, debts, dues, commercial papers, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension and retirement benefits, insurance benefits and proceeds, any and all documents of title, choses in action, personal and real property, intangible and tangible property and property rights, and demands whatsoever, liquidated or unliquidated as now are, or shall hereafter become, owned by, or due, owing, payable or belonging to, the Corporation or in which the Corporation has or may hereafter acquire interest, to have, use, and take all lawful means and equitable and legal remedies, procedures, and writs in its name for the collection and recovery thereof, and to adjust, sell, compromise, and agree for the same, and to make, execute, and deliver to it, on its behalf, and in its name, all endorsements, acquittances, releases, receipts, or other sufficient discharges for the same;
3. To lease, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any real or personal property whatsoever, tangible or intangible, or interest thereon, on such terms and conditions, and under such covenants, as said attorney in fact shall deem proper;
4. To maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens, mortgage, subject to deeds of trust and hypothecate, and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that it now owns or may hereafter acquire, for it, in its behalf, and in its name and under such terms and conditions, and under such covenants, as said attorney in fact shall deem proper;
5. To conduct, engage in, and transact any and all lawful business of whatever nature or kind for the Corporation, on its behalf, and in its name;
6. To make, receive, sign, endorse, execute, acknowledge, deliver, and possess such applications, contracts, agreements, options, covenants, conveyances, deeds, trust deeds, security



REFERENCES

CITY OF ST CHARLES

General Information, list below current business references for whom you have performed work similar to that required by this proposal.

Facility: Village of Lombard
Address: 1051 S. Hammerschmidt Ave
City, State, Zip Code: Lombard, IL 60148
Telephone Number: 630-705-4258
Contact Person: David Trais, P.E.
Dates of Service: Fall 2014

Facility: Fox Metro Water Reclamations
Address: 682 State Rt. 31
City, State, Zip Code: Oswego, IL 60543
Telephone Number: 630-301-6810
Contact Person: Keith Zollers, Sewer Maintenance Foreman
Dates of Service: 2013 to 2015- 3yr Contract

Facility: Village of Flossmoor
Address: 1700 Central Park
City, State, Zip Code: Flossmoor, IL 60422
Telephone Number: 708-957-4100
Contact Person: John Brunke, DPW
Dates of Service: Spring 2014

City of St. Charles, Illinois
Public Works Department
Storm Sewer Maintenance Services
For Public Services Division



CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane

and DuPage Counties, Illinois, that Visu-Sewer of Illinois, LLC (proposer)

shall comply with all local, state and federal safety standards.

Visu-Sewer of Illinois, LLC

Name of Proposer

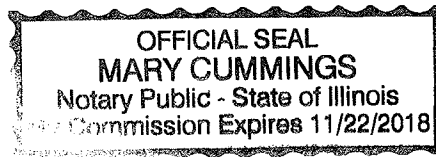
By: Thomas W. Woods
Thomas W. Woods

State of Illinois

SS

County of Cook

Subscribed and sworn to before me
this 19 day
of March 2015



Mary Cummings
Notary Public

City of St. Charles, Illinois
Public Works Department
Storm Sewer Maintenance Services
For Public Services Division



CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257 OF THE ILLINOIS HUMAN RIGHTS ACT

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles,
Kane

and DuPage Counties, Illinois, that Visu-Sewer of Illinois, LLC (proposer)

complies with the Illinois Human Rights Act as amended by Section 2-105, Public Act
87-1257

in relation to employment and human rights.

Visu-Sewer of Illinois, LLC

Name of Proposer

By: Thomas W. Woods
Thomas W. Woods

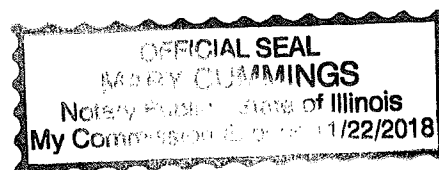
State of Illinois

SS

County of Cook

Subscribed and sworn to before me
this 19 day
of March 2018

May Camp
Notary Public





COMPLIANCE WITH CONFINED SPACE ENTRY POLICY AND PROCEDURE FORM

Visu-Sewer of Illinois, LLC (Contractor) hereby certifies that it will comply with all requirements of 29 CFR Part 1910 Permit Required Confined Spaces for General Industry. Special attention is drawn to Section 1910.146(c) (9) which provides as follows:

"In addition to complying with the permit space requirements that apply to all employers, each Contractor who is retained to perform permit space entry operations shall:

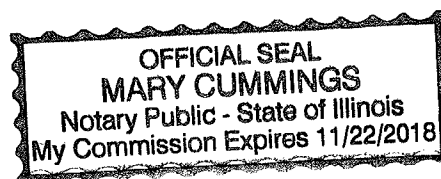
1. Obtain any available information regarding permit space hazards and entry operations from the host employer;
2. Coordinate entry operations with the host employer, when both host employer personnel and Contractor personnel will be working in or near permit spaces, as required by paragraph (d)(11) of this section; and
3. Inform the host employer of the permit space program that the Contractor will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation."

Signed: Thomas W. Woods
Thomas W. Woods

Title/Position: Division Manager

Subscribed and sworn to before me
this 19 day
of March 2015

Mary Cummings
Notary Public



City of St. Charles, Illinois
Public Works Department
Storm Sewer Maintenance Services
For Public Services Division



AGREEMENT SIGNATURE SHEET

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first mentioned above.

CITY OF ST CHARLES

By:

Ray Rogina, Mayor

Attest:

City Clerk

CONTRACTOR: _____

By:

Print Name and Title: _____
(If Corporate: Chairman, President or Vice
President)

Attest

Print Name and Title
(If Corporate: Secretary, Assistant Secretary,
Chief Financial Officer or Assistant Treasurer)



Appendix I - Insurance Requirements

City of St. Charles Certificate of Insurance Requirements

Contractor shall carry all insurance coverage required by law. In addition, the Contractor shall carry, at its own expense, at least the following insurance coverage with a duly licensed and registered insurance company in the State of Illinois having a minimum A.M. Best rating of A-VI:

- (a) Workers' Compensation & Occupational Diseases Insurance – Statutory amount for Illinois
- (b) General Liability Insurance:
 - 1) Bodily injury, with limits of not less than \$1,000,000 each occurrence/
\$2,000,000 aggregate;
 - 2) Property damage, with limits of not less than \$1,000,000 each occurrence/
\$2,000,000 aggregate;
 - 3) Contractual insurance – broad form, with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate.
- (c) Automotive Liability Insurance:
 - 1) Bodily injury, with limits of not less than \$1,000,000 each occurrence/
\$2,000,000 aggregate;
 - 2) Proper damage, with limits of not less than \$1,000,000 each occurrence/
\$2,000,000 aggregate. Property damage insurance coverage shall include non-owned, hired, leased, or rented vehicles, as well as owned vehicles.
- (d) Umbrella or excess liability coverage of \$5,000,000.



-
- (e) Contractor's insurance policy shall name City as an additional insured on the General Liability, Automotive Liability and Excess Liability insurance policies. The insurance coverage shall be written with insurance companies acceptable to City. All insurance premiums shall be paid without cost to City. The Contractor shall furnish to City a Certificate of Insurance attesting to the respective insurance coverage for the full contract term. Contractor shall submit satisfactory proof of insurance simultaneously with the execution of the contract.
 - (f) All insurance policies shall provide that the City shall receive written notice of cancellation or reduction in coverage of any insurance policy thirty (30) days prior to the effective date of cancellation.

2015 Storm Sewer Maintenance Program

RFP Pricing Breakdown

Zone 5 Totals			
	Visu-Sewer	United Septic	National Power Rodding
Pipe Cleaning/TV	\$ 109,349.20	\$ 168,772.65	\$ 198,478.00
Catch Basin Cleaning & Inspection	\$ 30,923.00	\$ 20,519.00	\$ 65,025.00
Inlet Cleaning & Inspection	\$ 25,038.00	\$ 5,850.00	\$ 35,100.00
TOTAL	\$ 165,310.20	\$ 195,141.65	\$ 298,603.00

Unit Price Breakdown			
Unit (Pipe Diameter) Price per Linear Foot	Visu-Sewer	United Septic	National Power Rodding
6"	\$ 2.00	\$ 2.20	\$ 2.50
8"	\$ 2.00	\$ 2.50	\$ 2.50
10"	\$ 1.70	\$ 2.55	\$ 2.50
12"	\$ 1.70	\$ 2.55	\$ 2.75
15"	\$ 1.80	\$ 2.65	\$ 2.75
18"	\$ 1.80	\$ 2.65	\$ 3.00
19" x 30" *	N/A	\$ 3.00	N/A
21"	\$ 1.90	\$ 3.25	\$ 3.00
24"	\$ 1.90	\$ 3.25	\$ 3.00
24" x 28"	\$ 1.90	\$ 3.50	\$ 4.00
27"	\$ 1.90	\$ 3.50	\$ 4.50
30"	\$ 2.15	\$ 3.75	\$ 10.00
36" *	N/A	\$ 4.00	N/A
42"	\$ 2.15	\$ 4.50	\$ 10.00
60"	\$ 2.15	\$ 5.50	\$ 10.00
CB Cleaning & Inspect	\$ 107.00	\$ 71.00	\$ 225.00
CB Inspect Only	\$ 20.00	\$ 25.00	\$ 50.00
Inlet Cleaning & Inspect	\$ 107.00	\$ 25.00	\$ 150.00
Inlet Inspect Only	\$ 20.00	\$ 25.00	\$ 50.00

*Zone 5 contains no 19"x30" or 36" pipe

Cam-Vac Inc. submitted a "No Bid" for this project