
THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

**A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENTS AND
APPROVE THE PROPOSAL OF NATIONAL POWER RODDING CORPORATION FOR
ADDITIONAL SANITARY SEWER LINING**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

TOM McDERMOTT
BIL HAYES
KATE SHAW-DICKEY
DAN McDERMOTT
ROSAELIA ARTEAGA
BEN VALDIVIESO
City Council

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WHEREAS, Section 7 of Article VII of the 1970 Constitution of the State of Illinois provides that a municipality that is not a home rule unit shall only have the powers granted to them by law and as such the City of Rochelle, Ogle County, Illinois being a non-home rule unit pursuant to the provisions of said Section 7 of Article VII, and may exercise only the powers expressly granted by law; and

WHEREAS, the Illinois General Assembly granted non-home rule municipalities broad authority to “pass all ordinances and make all rules and regulation proper or necessary, to carry into effect the powers granted to municipalities.” 65 ILCS 5/1-2-1; and

WHEREAS, while “non-home rule municipalities have the authority to enact ordinances, such ordinances may in no event conflict with state law or prohibit what a state statute expressly permit. A local ordinance may impose more rigorous or definite regulation in addition to those enacted by the state legislature so long as they do not conflict with the statute.” (*Village of Wauconda v. Hutton*, 291 Ill. App. 3d 1058, 1060 (1997)); and

WHEREAS, the City provides utility services including electric, water, sewer, wastewater treatment, and advanced communications to the greater Rochelle Community through the Utility Department, which is commonly referred to as Rochelle Municipal Utilities (RMU); and

WHEREAS, as part of RMU’s Southeast Area Sanitary Sewer Lining Project, RMU published a request for bids in the Rockford Register Star on December 15, 2024; and

WHEREAS, the lowest bid was from National Power Rodding Corporation, and was in the amount of \$893,829; and

WHEREAS, the has been awarded City a one-million-dollar grant for the project, which requires the City to match a portion of the grant;

WHEREAS, the grant money will be used to pay for the portion of the project that was put out to bid, but the City is also seeking additional sanitary sewer lining work that is not grant-eligible to be done, which will be paid for by the City’s funds; and

WHEREAS, RMU asked the lowest bidder (National Power Rodding Corporation) to provide a proposal to line an additional 2,128 feet of sanitary sewer at the same rates as their bid proposal and a copy of that proposal is attached herein as Exhibit A; and

WHEREAS, National Power Rodding Corporations proposal to line an additional 2,128 feet of sanitary sewer is in the amount of \$224,704.00; and

WHEREAS, the City may waive competitive bidding requirements by a two-thirds vote of the City Council pursuant to 65 ILCS 5/8-9-1 of the Illinois Municipal Code and Section 2-371 of the Rochelle Municipal Code; and

WHEREAS, it has been determined by the Corporate Authorities of the City of Rochelle that it is in the best interest of the City and its residents to waive the competitive bidding requirements and approve the proposal of National Power Rodding Corporation in the amount of \$224,704, for additional sewer lining.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHELLE, ILLINOIS:

SECTION ONE: That the City hereby incorporates all of the recitals above into this Resolution as if fully set forth herein.

SECTION TWO: The Mayor and City Council of the City of Rochelle hereby waive the competitive bidding requirements and authorize the City Manager and/or his designee to execute the Proposal attached as Exhibit A in the amount of \$224,704 for additional sewer lining.

SECTION THREE: If any provision of this Resolution or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Resolution is severable.

SECTION FOUR: Where the conditions imposed by any provisions of this Resolution are more restrictive than comparable provisions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Resolution will govern.

SECTION FIVE: The City Clerk shall publish this Resolution in pamphlet form.

SECTION SIX: This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

APPROVED THIS 10th day of March 2025.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A



NATIONAL POWER RODDING
A Carylton Company

2500 West Arthington Street
Chicago, IL 60612
p: (312) 666-7700
f: (312) 666-0748
www.nationalpowerrodding.com

TO:	Rochelle Municipal Utilities	ATTN:	Adam
	333 Lincoln Highway	DATE:	28-Jan-25
	Rochelle, IL 61068	EMAIL:	alanning@rmu.net
PH.:	815-562-4155	RE:	SE Area Lining- Non Grant Items

National Power Rodding Corp. is pleased to provide you with estimated pricing for this project. For this project, we propose to provide the necessary labor, equipment, material, and supervision to perform the following scope of work on the above referenced project. Estimated pricing for this work is as follows:

ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	ESTIMATED TOTAL
	Precleaning and Televising of Sewer Line	LF	2128	\$ 7.00	\$ 14,896.00
	Heavy Cleaning	HR	40	\$ 500.00	\$ 20,000.00
	Cured-in-Place Lining, 8" Dia.	LF	2128	\$ 31.00	\$ 65,968.00
	Lateral Service Reinstatement	EA	46	\$ 125.00	\$ 5,750.00
	Lateral Service Grouting	EA	15	\$ 400.00	\$ 6,000.00
	Sanitary Manhole Lining	VF	56.9	\$ 850.00	\$ 48,365.00
	Manhole Adjustment Rings and Casting Replacement	EA	9	\$ 4,025.00	\$ 36,225.00
	Inside Drop Repair	EA	1	\$ 7,500.00	\$ 7,500.00
	Traffic Control	LS	1	\$ 20,000.00	\$ 20,000.00
ESTIMATED TOTAL:					\$ 224,704.00

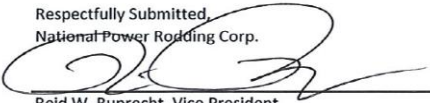
General Contactor shall furnish the following:

- 2.) Water from hydrant
- 4.) Any special permits or fees
- 5.) Accessibility to all manholes, catch basins, etc.

This pricing is submitted under the assumption that the job will be completed in whole. We reserve the right to modify this proposal if the jobsite conditions vary widely. Subject to the attached Terms & Conditions on Page 2. Pricing is good for 30 days from the date of this proposal. If this proposal is satisfactory, please sign below, initial second page and return.

Thank you for the opportunity to work with you on this project.

Respectfully Submitted,
National Power Rodding Corp.


Reid W. Ruprecht, Vice President

Accepted:

Name: _____

Company: _____

Signature: _____

Date: _____

AP Contact _____

AP Email: _____

GENERAL TERMS AND CONDITIONS

General Conditions: These general conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Customer. Contractor will follow Customer's instructions both verbal and written at all times.

Customer Provided Labor: Where the Customer provides labor for the Contractor, the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to those laborers not provided by the Contractor. The Customer agrees to waive all rights of subrogation against the Contractor arising out of the work in this Agreement. The Customer agrees to comply with all local, state and federal regulations, including regulations governing issues pertaining to the environment, employee safety and health, public safety, and vehicular safety, such as those regulations enforced by the United States Occupational Safety and Health Administration, Environmental Protection Agency, Mine Safety and Health Administration and Department of Transportation. This includes all training of customer's employees and provision of suitable and safe equipment, as required by the applicable governmental regulations.

Customers Responsibilities: Customer will provide mechanical services. Operation and control of Customer's equipment is the Customer's responsibility. If Contractor cannot continue its work due to circumstance caused or allowed by Customer and of which Contractor was not apprised prior to starting the work, an hourly fee will be charged.

Non-Solicitation of National Power Rodding (NPR) Personnel: At no time while this Agreement is in effect nor within one (1) year immediately following completion of the Work shall Customer solicit directly or indirectly any employee or former employee of NPR who performed or supervised the Work, provided that Customer shall not be prevented from soliciting such employees through general advertisements not targeted at such employees.

Damage Limitations: Under no circumstances will the Contractor be responsible for indirect, incidental or consequential damages. The Contractor also is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services.

Pre-existing Conditions: The Contractor will not be responsible for liability, loss or expense (including damage caused by the backup of basement sewers) where the primary cause of the claim or damage is pre-existing conditions including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service equipment caused by the pre-existing conditions at the job site.

Environmental Conditions: The debris is represented to Contractor to be non-hazardous, requiring no manifesting or special permitting. The Customer will be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project.

Indemnification: The Customer and the Contractor will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Customer also will indemnify Contractor for liability, loss and expense resulting from Contractor's services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer.

Credit Policy: Regular Terms are Net 30 Days. If any invoice is not paid in accordance with its terms, the customer agrees that there shall be added thereto, and the customer agrees to pay to contractor, a late charge at the rate of 1.5% per month on the unpaid balance, plus all costs, including reasonable attorney fees, incurred by the contractor in collection of any invoice not paid in accordance with its terms.

Entire Agreement: This proposal together with any written documents which may be incorporated by specific reference herein constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by Contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition or provision hereof.

STATE OF ILLINOIS)
)
COUNTY OF OGLE) SS.

CERTIFICATE

I, _____, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____, “A RESOLUTION WAIVING COMPETITIVE BIDDING REQUIREMENTS AND APPROVE THE PROPOSAL OF NATIONAL POWER RODDING CORPORATION FOR ADDITIONAL SANITARY SEWER LINING” which was adopted by the Mayor and City Council of the City of Rochelle on March 10, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 10th day of March 2025.

CITY CLERK