



**REGULAR AGENDA ITEM NO. 8C(a)**

FOR COUNCIL: April 24, 2017

**SUBJECT:** Consideration of Approving a Contract with Rowe Construction for the FY 2018 General Resurfacing Program, (Bid # 2017-23).

**RECOMMENDATION/MOTION:** That the unit prices from Rowe Construction for the FY 2018 General Resurfacing Program in the amount of \$2,080,000.00, be accepted, the contract approved, and the City Manager and City Clerk authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 2. Upgrade City infrastructure and facilities; Goal 4. Strong neighborhoods; and Goal 5. Great place – livable, sustainable City.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 2a - Better quality roads and sidewalks; Objective 4d - Improved neighborhood infrastructure; Objective 5a - Well-planned City with necessary services and infrastructure.

**BACKGROUND:** The Public Works Department prepared the FY 2018 General Resurfacing proposal package and advertised the project for competitive bids. Bids for this contract were received until 2:00 PM Tuesday, April 4, 2016, in the office of the City Clerk. One (1) bid was received and opened.

<b>Contractor:</b>	<b>Bid Amount</b>
Rowe Construction, Bloomington, IL	\$2,181,837.52
No Other Bids were Received	_____

The General Resurfacing program includes resurfacing of larger volume streets and the widening of Linden Street from Locust to Empire. With a goal of increasing competition, Staff again created two (2) street resurfacing projects (General Resurfacing and Street & Alley Repair) this year in the hope of receiving multiple bids. Multiple contractors requested proposal packages for both of the street resurfacing projects, however, Rowe Construction was the lone bidder on both proposals.

The substantial completion date for this project is in the bid documents as November 17, 2017.

The FY 2018 sidewalk, street and ramp program funding was initially budgeted as follows:

<u>Budgets</u>	
Street & Alley Resurface Program FY 2018	\$3,646,896.00
ADA Sidewalk Ramp Replacement Program FY 2018	\$400,000.00
Sidewalk Repair Program FY 2018	\$488,866.00
Sidewalk Replacement 50-50 program FY 2018	\$105,000.00
Water Department Street Paving Contribution FY 2018	\$50,000.00
<b>Total City Budgets</b>	<b>\$4,690,762.00</b>

Following review of the submitted bids for resurfacing and sidewalks, Staff recommends the following final allocation as the best use of available funding:

<u>Programs</u>		subtotals
Streets		\$3,870,762.00
- <i>General Resurfacing</i>	\$2,080,000.00	
- <i>Street and Alley Repair</i>	\$1,590,762.00	
- <i>Pavement Preservation</i>	\$200,000.00	
Sidewalks		\$820,000.00
<b>Total City Programs</b>		<b>\$4,690,762.00</b>

Since the bid documents allow for the addition and removal of work, staff will work with the contractor to limit the work to the budgeted and awarded contract amount of \$2,080,000.00

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** This work was advertised in The Pantagraph on March 21 & 28, 2017, and a pre-bid meeting was held at 1:30 PM on March 27, 2017, in the Public Works Department’s Conference Room.

**FINANCIAL IMPACT:** Funds are included in the FY 2018 Proposed Budget Book under Capital Improvement-Street Construction & Improvement account (40100100-72530). Stakeholders can locate this in the FY 2018 Budget Book titled “Proposed Other Funds Budget” on pages 79, 225, 240 and 245.

**COMMUNITY DEVELOPMENT IMPACT:** *N/A*

Link to Comprehensive Plan/Downtown Plan Goals: *N/A*

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** *N/A*

Respectfully submitted for Council consideration.

Prepared by: Ryan L. Otto, P.E., Assistant City Engineer

Reviewed by: Jim Karch, Director of Public Works

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Carla Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- CONTRACT
- BID TAB
- LOCATION MAP

## **AGREEMENT**

THIS AGREEMENT, Made and entered into this **April 24, 2017**, by and between, **Rowe Construction, a Division of United Contractors Midwest, Inc.**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on March 21 and 28, 2017, by advertisement, call for bids for furnishing all labor and material for the construction of **FY 2018 GENERAL RESURFACING** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **April 4, 2017**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY 2018 GENERAL RESURFACING** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

THEREFORE, it is covenanted and agreed upon the part of said first party that in consideration of the amounts to be paid by said City, he will furnish all labor, tools, machinery and materials for the construction of said improvement complete, in accordance with the said plans, profiles and specifications, call for bids, and said contractor's bid, each herein set out and made a part hereof.

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **FY 2018 GENERAL RESURFACING** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$2,080,000.00** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said City by reason of any negligence, default or failure of the said contractor in building, constructing or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the City of Bloomington, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS FURTHER AGREED that said Contractor shall complete all work by **November 17, 2017**.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of

said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

(Seal)

ATTEST;

\_\_\_\_\_  
City Clerk

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
City Manager

WITNESS:

CONTRACTOR (Seal)

\_\_\_\_\_

**CITY OF BLOOMINGTON**  
**FY 2018 GENERAL RESURFACING**  
City Project 50-01-53001-18-00  
Bid No. 2017-23  
**BID TABULATION**

Bid Opening Date: 4/4/2016  
Bid Opening Time: 2:00 PM  
Prepared By: JCK

Attended By:  
Misty Shaffer  
Andrew Coffey

ITEM NO.	ITEM	UNITS	PLAN QTY	Rowe Construction	
				UNIT PRICE	AMOUNT
1	MANHOLE TO BE ADJUSTED, SPECIAL	EA	36	\$1,639.49	\$59,021.64
2	LARGE UTILITY MANHOLE TO BE ADJUSTED, SPECIAL	EA	2	\$3,090.94	\$6,181.88
3	NEW FRAME & LID, TYPE 1	EA	13	\$455.57	\$5,922.41
4	INLET TO BE ADJUSTED, SPECIAL	EA	9	\$1,551.10	\$13,959.90
5	INLET TO BE RECONSTRUCTED	EA	22	\$2,981.97	\$65,603.34
6	NEW FRAME & GRATE, TYPE 3	EA	25	\$569.74	\$14,243.50
7	NEW FRAME & GRATE, TYPE 50	EA	5	\$623.19	\$3,115.95
8	VALVE BOX TO BE ADJUSTED, SPECIAL	EA	42	\$861.59	\$36,186.78
9	NEW FRAME AND CLOSED LID (FOR VALVE BOX)	EA	20	\$198.89	\$3,977.80
10	VALVE BOX RISER	EA	4	\$115.25	\$461.00
11	CATCH BASIN RISER, OR MANHOLE RISER	EA	2	\$278.80	\$557.60
12	STORM SEWER REMOVAL & REPLACEMENT, SPECIAL	FT	86	\$66.44	\$5,713.84
13	PIPE UNDERDRAINS, 6"	FT	100	\$9.18	\$918.00
14	PAVEMENT PATCHING (SPECIAL)	SY	975	\$48.60	\$47,385.00
15	EARTH EXCAVATION, (WIDENING)	CY	260	\$60.91	\$15,836.60
16	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	100	\$60.35	\$6,035.00
17	POROUS GRANULAR EMBANKMENT, SPECIAL 1 {CA-6}	CY	300	\$57.81	\$17,343.00
18	POROUS GRANULAR EMBANKMENT, SPECIAL 2 {CA-1}	CY	50	\$67.31	\$3,365.50
19	COMB CURB & GUTTER, REMOVAL (SPOT REMOVE), SPECIAL	FT	273	\$27.66	\$7,551.18
20	COMB CURB & GUTTER, TYPE B-6.18 (SPOT PLACEMENT), SPECIAL	FT	473	\$63.60	\$30,082.80
21	COMB CURB & GUTTER, REM OVAL (WHOLE BLOCK), SPECIAL	FT	2575	\$8.44	\$21,733.00
22	COMB CURB & GUTTER, TYPE B-6.18 (MACHINE METHOD), SPECIAL	FT	2675	\$40.02	\$107,053.50
23	SIDEWALK REMOVAL	SF	8860	\$3.92	\$34,731.20
24	DRIVEWAY PAVEMENT REMOVAL	SF	5200	\$1.39	\$7,228.00
25	PORTLAND CEMENT CONCRETE SIDEWALK, 4"	SF	8160	\$7.72	\$62,995.20
26	PORTLAND CEMENT CONCRETE SIDEWALK, 6"	SF	900	\$8.37	\$7,533.00
27	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6"	SF	5600	\$8.51	\$47,656.00
28	DETECTABLE WARNINGS	SF	208	\$39.07	\$8,126.56
29	RETAINING WALL, SPECIAL	FT	325	\$153.27	\$49,812.75
30	POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)	LB	30536	\$1.65	\$50,384.40
31	POLYMERIZED HMA SURFACE COURSE, STONE MATRIX ASPHALT, MIX "D", N80, 9.5 mm	TON	1328	\$148.25	\$196,876.00
32	POLYMERIZED HMA SURFACE COURSE, STONE MATRIX ASPHALT, MIX "D", N80, 12.5 mm	TON	3661	\$145.83	\$533,883.63
33	POLYMERIZED HMA BINDER COURSE, FINE GRADED, MIX "C", N105, IL-19.0	TON	595	\$116.63	\$69,394.85
34	SAND MIX, N50, IL-4.75	TON	1791	\$139.19	\$249,289.29
35	SURFACE REMOVAL, 2.00"	SY	33210	\$4.40	\$146,124.00
36	SURFACE REMOVAL, 3.00"	SY	9675	\$5.39	\$52,148.25
37	TEMPORARY RAMPS	FT	100	\$14.31	\$1,431.00
38	TOPSOIL, SEEDING & MULCH	SF	10770	\$5.10	\$54,927.00
39	THERMOPLASTIC PAVEMENT MARKING LINE, 6"	FT	12840	\$1.16	\$14,894.40
40	THERMOPLASTIC PAVEMENT MARKING LINE, 8"	FT	150	\$1.49	\$223.50
41	THERMOPLASTIC PAVEMENT MARKING LINE, 12"	FT	736	\$2.22	\$1,633.92
42	THERMOPLASTIC PAVEMENT MARKING LINE, 24"	FT	420	\$4.46	\$1,873.20
43	THERMOPLASTIC PAVEMENT MARKING LETTERS & SYMBOLS	SF	897	\$4.95	\$4,440.15
44	TEMPORARY PAVEMENT MARKING LINE	FT	6225	\$0.72	\$4,482.00
45	RAILROAD PROTECTIVE LIABILITY INSURANCE (WASHINGTON ST)	LS	1.0	\$10,000.00	\$10,000.00
46	CONSTRUCTION LAYOUT, SPECIAL (FOR LINDEN ST WIDENING)	LS	1.0	\$12,000.00	\$12,000.00
47	TRAFFIC CONTROL COMPLETE	LS	1.0	\$87,500.00	\$87,500.00
				Bid Total	\$2,181,837.52

# GENERAL RESURFACING 2017 (FY2018)



STREET NAME (MAJOR)	LOCATION
Chestnut St	Linden to Robinson
Grove St	Denver to Kreitzer
Holder Way	south of Clearwater
Linden St	Empire to Locust
Rust Rd	Washington to Regency
Washington St	Mercer to Veterans
Washington St	Brown thru Gas Ave

