



CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration of the analysis of bids and award of a contract with Stark Excavating, Inc. for the Lake Bloomington Fill Site Restoration Improvements, Bid No. 2017-43.

RECOMMENDATION/MOTION: That the contract to construct the Lake Bloomington Fill Site Restoration Improvements (Bid No. 2017-43) be awarded to Stark Excavating, Inc. in the amount of \$143,450.00 and the City Manager and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2 - Upgrade City Infrastructure and Facilities; Goal 5 – Great Place – Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2.B – Quality water for the long term; Objective 5.A – Well-planned City with necessary services and infrastructure.

BACKGROUND: BACKGROUND: For many years the City utilized the area downstream of the dam at Lake Bloomington as a spoil site for excess clean fill. Clean fill stockpiling operations at the site were discontinued when the City received an open dumping violation notice from the Illinois Environmental Protection Agency (IEPA) and a violation notice from the McLean County Building and Zoning Department that the site was not zoned for disposal of fill material. At the council meeting of April 13, 2015, the IEPA violation was cleared when Council approved a Compliance Commitment Agreement (CCA) with the IEPA whereby the City agreed to prohibit dumping and fence off the site. Since that time the area has been fenced and not been utilized by the City. In addition, an agreement was reached with McLean County to re-grade the fill material slopes to a sustainable configuration and plant grass on the slopes.

At the Council meeting of January 23, 2017 a contract was approved with Hanson Professional Services, Inc. to perform design and plan preparation for the restoration of the fill site downstream of the dam at Lake Bloomington. Hanson completed the plans and the project was advertised for bid.

Bids were received in the Office of the City Clerk and opened at 11:00 AM on Wednesday, April 5, 2017 (Tabulation of Bids attached). The results were as follows:

Otto Baum	\$149,076.58	
Rowe Construction	\$185,859.12	
Illinois Civil Contractors	\$193,020.00	
Stark Excavating	\$143,450.00	Low Bid
George Gildner	\$143,745.00	

Engineer Estimate of Cost \$287,125.00

Staff requests Council accept the proposal of Stark Excavating, Inc. in the amount of \$143,450.00.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:

McLean County Building and Zoning Department. The project was advertised for bid in the Pantagraph on March 14, 2017. A pre-bid conference was held on March 21, 2017.

FINANCIAL IMPACT: This project is included in the FY 2017 Budget in the amount of \$400,000 under Water Purification-Water Plant Improvements account (50100130-72590). Stakeholders can locate this in the FY 2017 Budget Book titled "Other Funds & Capital Improvement Program" on pages 125, 274, 348 and 377-378.

COMMUNITY DEVELOPMENT IMPACT: Maintaining safe, reliable water supply.

Link to Comprehensive Plan/Downtown Plan Goals: UEW-1.5 Reliable water supply and distribution system that meets the needs of the current and future residents

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

Respectfully submitted for Council consideration.

Prepared by: Greg Kallevig, PE, CFM, Civil Engineer II

Reviewed by: Robert D. Yehl, PE, Water Director
Steve Rasmussen, Assistant City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

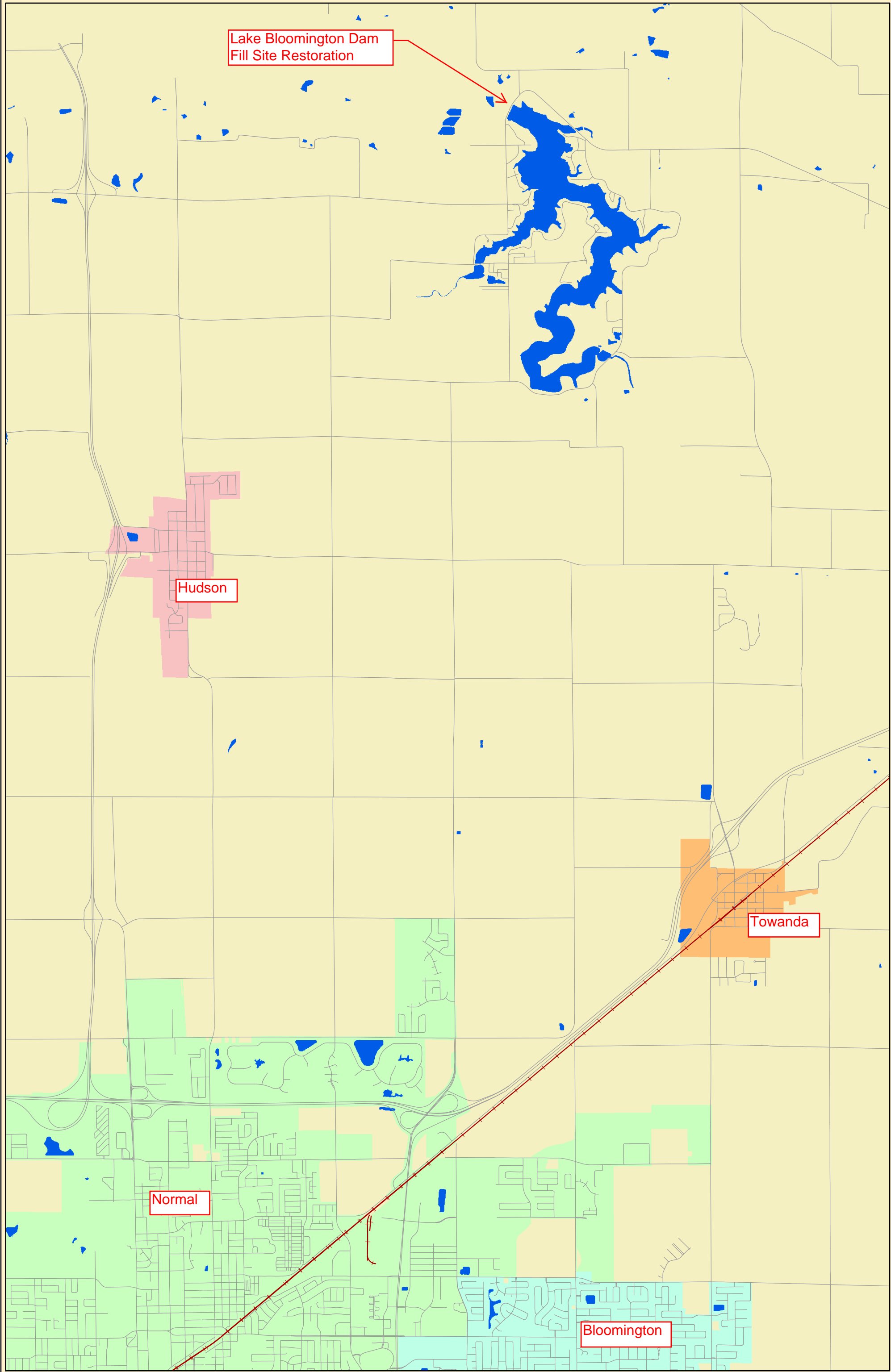
Recommended by:



David A. Hales
City Manager

Attachments:

- Location Map
- Bid Tabulation
- Agreement with Stark Excavating, Inc.



AGREEMENT (To be Completed After Award of Contract)

THIS AGREEMENT, Made and entered into this _____, by and between, _____, 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 14, 2017**, by advertisement, call for bids for furnishing all labor and material for the construction of 50-30-63886-17-00 project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **Tuesday, April 4, 2017**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FILL AREA RESTORATION LAKE BLOOMINGTON** 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 **FILL AREA RESTORATION LAKE BLOOMINGTON** 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 **INSERT CONTRACT AWARD \$ AMOUNT** 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 within **90 working days** of issuance of the written NOTICE TO PROCEED.

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)
