



CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: April 24, 2017

SUBJECT: Consideration of Approving a Contract with Stark Excavating for the FY 2017 Pump Station Improvements, (Bid # 2017-36) contingent upon the approval of year end budget amendments identified on the regular agenda item 8F.

RECOMMENDATION/MOTION: That the unit prices from Stark Excavating for the FY 2017 Pump Station Improvements in the amount of \$923,982.00, be accepted, the contract be approved contingent upon the approval of year end budget amendments identified on the regular agenda item 8F, and authorize the City Manager and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities; Goal 5. Great place – livable and sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objectives 2c. Functional, well maintained sewer collection system; 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: On April 25, 2016, Council approved a contract with Maurer-Stutz to perform an evaluation of four lift stations (Eagle Crest, Farm Bureau, Fell Avenue, and Sugar Creek) and develop recommendations for needed upgrades at these facilities. Maurer-Stutz completed the evaluations and recommendations for the Eagle Crest, Farm Bureau, and Fell Avenue lift stations in November of 2016.

The evaluations and recommendations included measures that will reduce basement sewer backups, increase worker safety, reduce energy costs, and reduce service disruption at all three lift stations. Additionally, the measures will reduce repair and maintenance costs at the Farm Bureau lift station, and improve emergency response times at the Eagle Crest lift station. More specifically, the recommended improvements include:

- Larger piping to reduce the chance of basement backups
- New exterior quick connect suction pipes at all three lift stations
- A new pipe configuration at the Fell Avenue lift station
- Smaller pumps and improved drainage infrastructure at the Farm Bureau lift station.
- New exterior quick connect suction pipes at the Eagle Crest lift station.

Specific Pump Station Issues and Proposed Improvements

Fell Avenue Pump Station Upgrades

Issue:

- During large storm events the pump system requires additional capacity to keep up with the storm to keep from flooding basements of nearby houses.
- When the pumps fail, crews are required to open the hatch to access the flooding wet well and feed the pump hose into the well. There is a possibility that under emergency situations a crewmember could fall into the well while trying to get the pump hose into the sewage to pump down the well.

Upgrades:

- New larger piping will be installed to reduce chances of basement backups.
- New water yard hydrant and service line that will allow crews to access water near the work area during maintenance activities and during emergencies.
- A quick connect pipe, which has an intake located near the bottom of the wet well. This pipe will allow City personnel to hook the pump from the outside of the well, while minimizing time around an open hatch and time to hook up the portable pump.

Farm Bureau Pump Station & Basin Upgrades

Issue:

- Pump station originally designed with 3 high capacity pumps and each pump is approximately \$85,000.
- Two of the three pumps have failed and are not currently operating

Upgrades:

- New smaller capacity pumps (3) that cost less than \$20,000 will use less electricity and lower electric costs
- New electrical upgrades to work with the new smaller pumps.
- New gravity pipe into lift station that will convert the detention pond from a fully pumped system to a partial gravity/partial pump system.

Issue:

- Sediment has built up in the bottom, which restricts flow and keeps the basin wet and unable to be mowed. The lack of mowing allows vegetation to get out of control and creates an even wetter bottom.
- There are five pipes that contribute flow to the basin that flow with sump pump water even in dryer periods between rain events, which contributes to the unmaintainable wet bottom.
- Pipe under drains are not accessible for maintenance and likely plugged with dirt. Clogged underdrains contribute to the wet unmaintainable bottom.

Upgrades:

- New perimeter piping system to capture the low flow and sump pump drains at each of the 5 contributing pipes. This piping system will carry the low flows to the lift station and allow the bottom of the basin to dry.

- Vegetation will be stripped and excess sediment removed, which will allow the bottom of the basin to drain to the pump station
- New under drains will be installed with access structures at each end, which will allow cleaning of the under drains.

Eagle Crest Pump Station Upgrades

Issue:

- When the pumps fail, crews are required to open the hatch to access the flooding wet well and feed the hose into the well. There is a possibility that under emergency situations a crew member could fall into the well while trying to get the pump hose into the sewage to pump down the well.
- There is only a small entrance along Forte Jesse Road to park and maneuver trucks, personnel and equipment.

Upgrades:

- A quick connect pipe, which has an intake located near the bottom of the wet well. This pipe will allow City personnel to hook the pump from the outside of the well, while minimizing time around an open hatch and time to hook up the portable pump.
- A new driveway and fencing to allow crews access on the east side of the pump station away from the traffic of Forte Jesse Road.
- New water yard hydrant and service line that will allow crews to access water near the work area during maintenance activities and during emergencies.

Sugar Creek Pump Station Upgrades

Issue:

- When the pumps fail, crews are required to open the hatch to access the flooding wetwell and feed the hose into the well. There is a possibility that under emergency situations a crewmember could fall into the well while trying to get the pump hose into the sewage to pump down the well.

Upgrades:

- A quick connect pipe, which has an intake located near the bottom of the wet well. This pipe will allow City personnel to hook the pump from the outside of the well, while minimizing time around an open hatch and time to hook up the portable pump.

On January 23, 2017, Council authorized a Change Order to have Maurer-Stutz complete final designs. Maurer-Stutz finalized the plans and bidding documents according to the above mentioned recommendations and the City's Procurement Staff advertised the FY2017 Pump Station Improvements for bids beginning on Tuesday, February 28, 2017. Bids were received until 1:30 PM Friday, March 24, 2017, in the office of the City Clerk. Two bids were received and opened in the City Hall Procurement office. The bid tabulation is attached.

	(Bid)
Stark Excavating, Inc. (Low Bid)	\$ 923,982.00
George Gildner, Inc.	\$ 1,183,880.00
Engineer's Estimate	\$ 773,370.00

Staff recommends awarding the contract to the low bidder, Stark Excavating, in the amount of \$923,982.00.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on February 28, and March 7, 2017, and a pre-bid meeting was held at 1:30 PM on March 7, 2017, in the Public Works Department Auxiliary Conference Room.

FINANCIAL IMPACT: The Sewer Rehabilitation portion of this projects is appropriated in the FY 2017 Budget in the account listed below. The Storm Water Fund has \$550,000 budgeted for this project. A contingent budget transfer from the Capital Improvement Fund in the amount of \$236,818 is necessary to cover the additional cost which is seen on the regular agenda item 8F. Stakeholders can locate this in the FY 2017 Adopted Budget Book titled "Proposed Overview & General Fund Budget" pages 141, 152, 388, 389 and 412. The purchase order will be as follows: \$786,818 will come from Storm Water-Sewer Construction & Improvement account (53103100-72550). The remaining \$137,164 will be paid by the Sanitary Sewer-Sewer Construction & Improvement account (51101100-72550).

COMMUNITY DEVELOPMENT IMPACT: *Not Applicable*

Link to Comprehensive Plan/Downtown Plan Goals: Not applicable

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:

Future operational and maintenance costs will be significantly reduced after completion of this project, due to the reduction of electricity demands and less expensive pumps and electrical systems equipment. The new pumps being installed are 10 horsepower and will replace the existing 50 horsepower pumps. New electrical upgrades will service the new equipment and therefore will require less staff time dedicated to service older equipment and infrastructure. Along with the new pumps and electrical upgrades, the basin is being modified to gravity flow at higher elevations and only use the new smaller pumps to drain the bottom of the basin. The use of additional drainage capacity to gravity drain the basin will also save on operational costs.

Respectfully submitted for Council consideration.

Prepared by: Wardney F. Snarr, PE, CE II

Reviewed by: Jim Karch, PE CFM, Director of Public Works

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "David A. Hales". The signature is fluid and cursive, with a long horizontal stroke at the end.

David A. Hales
City Manager

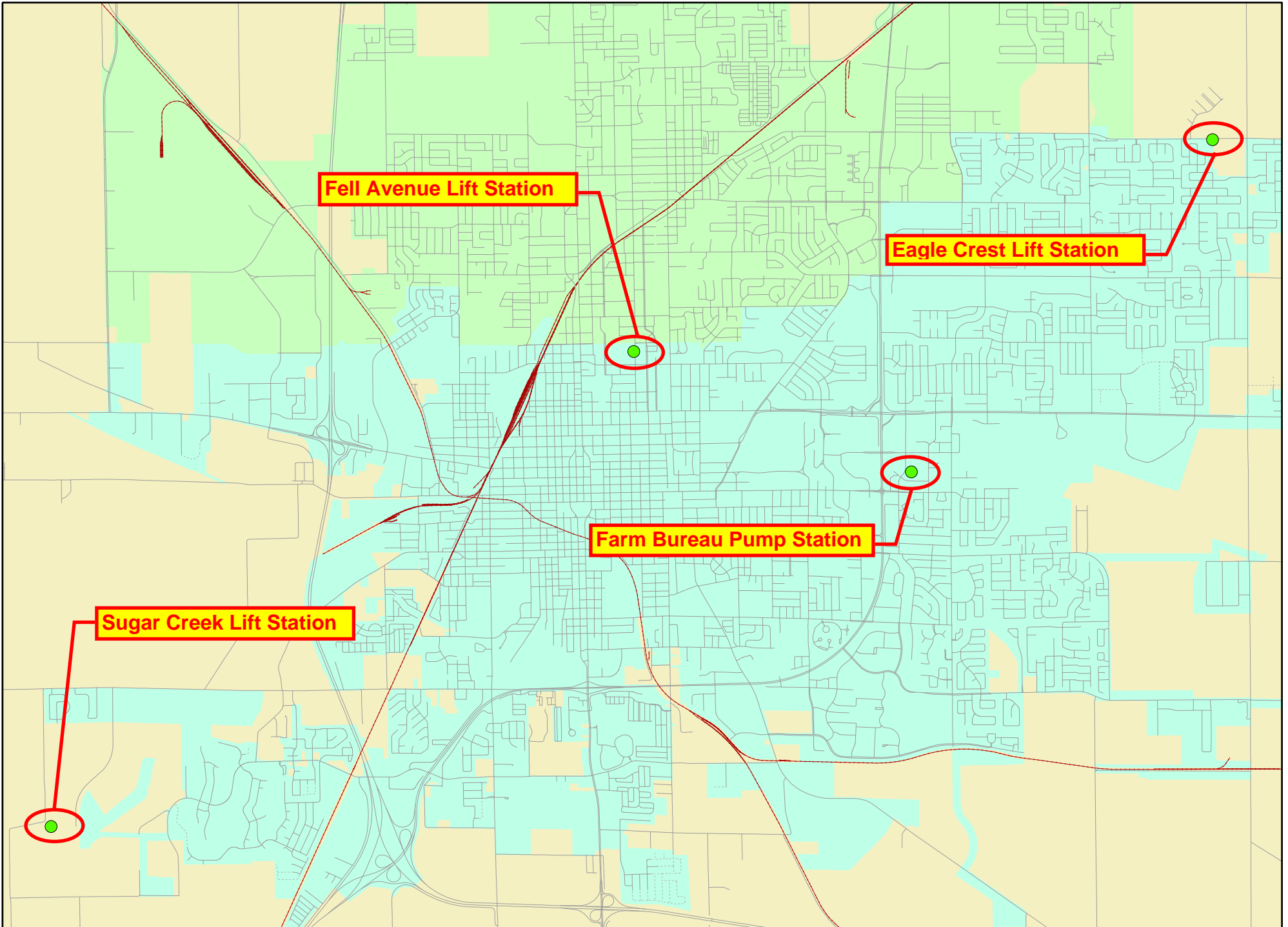
Attachments:

- PW 4B Bid Tabulation
- PW 4C Location Map
- PW 4D Contract

Bid Tabulation
FY2017 Pump Station Improvements
PROJECT NO. 50-29-53012-17-00
3/24/2017

				Low Bid					
Item	Description	Unit	Quantity	Engineer's Estimate		Stark Excavating, Inc.		George Gildner, Inc.	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Base Bid									
1	Installation of suction pipe and transducer pipe in wet well (Eagle Crest)	EA	1	\$3,500.00	\$3,500.00	\$9,500.00	\$9,500.00	\$6,520.00	\$6,520.00
2	Installation of water line and yard hydrant (Eagle Crest)	LS	1	\$7,000.00	\$7,000.00	\$5,600.00	\$5,600.00	\$5,295.00	\$5,295.00
3	Installation of gravel drive and culvert (Eagle Crest)	LS	1	\$15,000.00	\$15,000.00	\$12,000.00	\$12,000.00	\$12,200.00	\$12,200.00
4	Installation of gate in east fence line (Eagle Crest)	EA	1	\$5,000.00	\$5,000.00	\$2,900.00	\$2,900.00	\$2,800.00	\$2,800.00
5	Site grading (Eagle Crest)	LS	1	\$3,000.00	\$3,000.00	\$1,200.00	\$1,200.00	\$600.00	\$600.00
6	Seeding and mulching (Eagle Crest)	LS	1	\$1,000.00	\$1,000.00	\$1,900.00	\$1,900.00	\$1,800.00	\$1,800.00
7	Demolition of piping and yard hydrant (Fell Ave.)	LS	1	\$11,500.00	\$11,500.00	\$500.00	\$500.00	\$6,000.00	\$6,000.00
8	Installation of water line and yard hydrant (Fell Ave.)	LS	1	\$4,500.00	\$4,500.00	\$2,200.00	\$2,200.00	\$2,400.00	\$2,400.00
9	Installation of suction pipe and transducer pipe in wet well (Fell Ave.)	EA	1	\$3,500.00	\$3,500.00	\$9,500.00	\$9,500.00	\$12,000.00	\$12,000.00
10	Installation of new 6" piping and valves (Fell Ave.)	LS	1	\$22,500.00	\$22,500.00	\$39,000.00	\$39,000.00	\$32,000.00	\$32,000.00
11	Installation of steps in valve vault (Fell Ave.)	LS	1	\$1,000.00	\$1,000.00	\$350.00	\$350.00	\$600.00	\$600.00
12	Site restoration, including fence, concrete drive, gravel lot, seeding & mulching (Fell Ave.)	LS	1	\$8,000.00	\$8,000.00	\$7,500.00	\$7,500.00	\$8,400.00	\$8,400.00
13	Installation of suction pipe and transducer pipe in wet well (Sugar Creek)	EA	1	\$6,500.00	\$6,500.00	\$9,500.00	\$9,500.00	\$19,000.00	\$19,000.00
14	Detention basin brush & tree removal (Farm Bureau)	LS	1	\$25,000.00	\$25,000.00	\$24,000.00	\$24,000.00	\$6,000.00	\$6,000.00
15a	Detention basin earthwork - 0 to 2000 cy removed (Farm Bureau)	CY	2000	\$15.00	\$30,000.00	\$32.00	\$64,000.00	\$70.00	\$140,000.00
15b	Detention basin earthwork - 2000 to 5000 cy removed (Farm Bureau)	CY	3000	\$14.00	\$42,000.00	\$17.50	\$52,500.00	\$38.00	\$114,000.00
15c	Detention basin earthwork - 5000 to 7000 cy removed (Farm Bureau)	CY	2000	\$13.00	\$26,000.00	\$17.50	\$35,000.00	\$28.00	\$56,000.00
16	Installation of 12" Storm Sewer (SDR 26 PVC or dual wall HDPE) (Farm Bureau)*	LF	852	\$50.00	\$42,600.00	\$50.00	\$42,600.00	\$94.00	\$80,088.00
17	Installation of 10" Storm Sewer (SDR 26 PVC or dual wall HDPE) (Farm Bureau)*	LF	52	\$40.00	\$2,080.00	\$50.00	\$2,600.00	\$60.00	\$3,120.00
18	Installation of 8" drain tiles (Farm Bureau)	LF	1373	\$30.00	\$41,190.00	\$34.00	\$46,682.00	\$59.00	\$81,007.00
19	Installation of Inlets #1 to #5 (Farm Bureau)	EA	5	\$2,000.00	\$10,000.00	\$950.00	\$4,750.00	\$900.00	\$4,500.00
20	Installation of Storm Manhole #1 (6' Dia.) (Farm Bureau)	EA	1	\$7,500.00	\$7,500.00	\$4,500.00	\$4,500.00	\$4,700.00	\$4,700.00
21	Installation of Storm Manhole #2 (6' Dia.) (Farm Bureau)	EA	1	\$7,500.00	\$7,500.00	\$5,500.00	\$5,500.00	\$5,200.00	\$5,200.00
22	Installation of Storm Manholes #4, #5, #8, #9 and #10 (4' Dia.) (Farm Bureau)	EA	5	\$4,000.00	\$20,000.00	\$4,300.00	\$21,500.00	\$3,000.00	\$15,000.00
23	Installation of Storm Manhole #6 (5' Dia.) (Farm Bureau)	EA	1	\$6,000.00	\$6,000.00	\$5,900.00	\$5,900.00	\$3,800.00	\$3,800.00
24	Installation of Storm Manholes #3 and #7 (6' Dia.) (Farm Bureau)	EA	2	\$7,500.00	\$15,000.00	\$9,800.00	\$19,600.00	\$4,400.00	\$8,800.00
25	Installation of gravel drive at pump station (Farm Bureau)	LS	1	\$4,500.00	\$4,500.00	\$2,000.00	\$2,000.00	\$4,800.00	\$4,800.00
26	Remove existing storm pump (Farm Bureau)	EA	1	\$9,000.00	\$9,000.00	\$5,900.00	\$5,900.00	\$4,500.00	\$4,500.00
27	Remove concrete slabs above pumps; cut opening in east wall of pump station (Farm Bureau)	LS	1	\$10,000.00	\$10,000.00	\$6,500.00	\$6,500.00	\$10,600.00	\$10,600.00
28	Grading and slope paving on east side of pump station (Farm Bureau)	LS	1	\$7,000.00	\$7,000.00	\$4,000.00	\$4,000.00	\$12,000.00	\$12,000.00
29	Installation of storm pumps and piping (including concrete work) (Farm Bureau)	EA	3	\$50,000.00	\$150,000.00	\$86,000.00	\$258,000.00	\$91,450.00	\$274,350.00
30	Installation of sump pump and piping (Farm Bureau)	LS	1	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00	\$21,200.00	\$21,200.00
31	Seeding and mulching disturbed areas around pump station (Farm Bureau)	LS	1	\$3,000.00	\$3,000.00	\$28,500.00	\$28,500.00	\$35,200.00	\$35,200.00
32	Electrical demolition (Farm Bureau)	LS	1	\$10,000.00	\$10,000.00	\$3,500.00	\$3,500.00	\$4,600.00	\$4,600.00
33	Electrical improvements (Farm Bureau)	LS	1	\$70,000.00	\$70,000.00	\$30,400.00	\$30,400.00	\$32,000.00	\$32,000.00
34	Point Repairs (Eagle Crest, Fell Ave., Sugar Creek, Farm Bureau)	LS	1	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
35	Traffic Control (Eagle Crest, Fell Ave., Sugar Creek, Farm Bureau)	LS	1	\$20,000.00	\$20,000.00	\$1,500.00	\$1,500.00	\$15,000.00	\$15,000.00
36	Mobilization & Demobilization (Eagle Crest, Fell Ave., Sugar Creek, Farm Bureau)	LS	1	\$15,000.00	\$15,000.00	\$30,900.00	\$30,900.00	\$30,000.00	\$30,000.00
37	Construction Layout (Eagle Crest, Fell Ave., Sugar Creek, Farm Bureau)	LS	1	\$3,000.00	\$3,000.00	\$10,000.00	\$10,000.00	\$7,800.00	\$7,800.00
	Project Total =				\$773,370.00		\$923,982.00		\$1,183,880.00

LOCATION MAP



Fell Avenue Lift Station

Eagle Crest Lift Station

Farm Bureau Pump Station

Sugar Creek Lift Station

AGREEMENT

THIS AGREEMENT, Made and entered into this _____, by and between, **Stark Excavating, 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 **February 28, 2017**, by advertisement, call for bids for furnishing all labor and material for the construction of **FY 2017 Pump Station Improvements** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **Friday, March 24, 2017**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY 2017 Pump Station Improvements** 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 2017 Pump Station Improvements** 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 **\$923,982.00** 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 within **180 calendar 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)
