

CITY OF BATAVIA

DATE: September 7, 2018
TO: Committee of the Whole - Utilities
FROM: Jeremy Barkei
SUBJECT: RESOLUTION 18-108-R, Approval of Contract, Sanitary & Storm Sewer Pipe Lining, Tri-Cities Project w/Geneva and St. Charles

Batavia has once again combined resources with the City's of Geneva and St. Charles this year to bid a Tri-Cities Sanitary and Storm Sewer CIPP lining project. Each of the three (3) communities regularly line sewer pipes as part of our capital improvement programs, and by combining quantities we were able to secure some very favorable pricing.

CIPP (Cured in Place Pipe) lining is the preferred method to rehabilitate cracked, broken and failed sanitary or storm sewer pipes. Lining is far less expensive and much more efficient than traditional open cut replacement methods, installed with little or no surface disruptions.

In recent preventative maintenance televising, staff identified many deteriorating sanitary and storm sewer lines. Major areas include sanitary segments along the west side of the river from City Hall to the Waste Water Treatment Plant, and three major crossings under Randall Rd. Staff feels CIPP lining is the most cost effective and least invasive means to rehabilitate these pipes before catastrophic failures occur.

Bids were opened at the City of Geneva on July 2nd, 2018 (bid tabulation is attached). The low bidder, Hoerr Construction, Inc, Goodfield IL., has previously done exceptional lining work in 2017 with Batavia, demonstrated outstanding professionalism, and excellent customer service.

The total cost for Batavia's share of the project will be \$265,776.32, which **includes a 5% contingency**. \$85,008.00 (includes 5% contingency) for storm sewer rehabilitation, will be funded by the drainage capital projects fund. It should be noted that the budget for 2018 CIPP in drainage capital was projected at \$75,000. Rather than reducing the storm sewer portion of the project to meet the budgeted amount, staff recommends moving forward with the project in the amount not to exceed \$85,008.00. Staff will return to City Council at a later date should a budget amendment become necessary. \$180,768.32 (includes 5% contingency) for sanitary sewer rehabilitation will be funded by the sanitary sewer capital fund. \$200,000 was budgeted in 2018 for this project.

City Council recommendation: Approval of Resolution 17-102-R authorizing the Mayor and City Clerk to enter into agreement with Hoerr Construction, Inc, Goodfield IL. for storm and sanitary sewer CIPP lining for an amount not to exceed \$265,776.32.

C: Mayor & City Council
Laura Newman
Gary Holm
Peggy Colby
Rahat Bari
Timothy Grimm

CITY OF GENEVA, ST. CHARLES, AND BATAVIA ILLINOIS
 2018 SANITARY AND STORM SEWER LINING
 BID OPENING MONDAY, JULY 2, 2018 10:00am
 City Hall 22 South First Street Geneva, IL
 BID TABULATION

Item	Description	Units	Location/Quantity				Engineer's Estimate		Hoerr Construction 1416 County Rd 200N Goodfield, IL 61742		Insituform Technologies 17988 Edison Ave Chesterfield, MO 63005		Visu-Sewer of Illinois, LLC 9014 S Thomas Ave Bridgeview, IL 60455		Price Breakdown Per Location (2018 bid pricing Hoerr Construction Company)		
			St Charles	Geneva	Batavia	Total	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	St Charles	Geneva	Batavia
1	Televise, Clean & Line 6 inch Cured in Place Pipe Lining - Sanitary	LF	376	920	1098	2394	\$42.00	\$100,548.00	\$32.00	\$76,608.00	\$37.86	\$90,636.84	\$54.00	\$129,276.00	\$12,032.00	\$29,440.00	\$35,136.00
2	Televise, Clean & Line 8 inch Cured in Place Pipe Lining - Sanitary	LF	11161	6380	1864	19405	\$30.00	\$582,150.00	\$28.20	\$547,221.00	\$28.49	\$552,848.45	\$27.00	\$523,935.00	\$314,740.20	\$179,916.00	\$52,564.80
3	Televise, Clean & Line 10 inch Cured in Place Pipe Lining - Sanitary	LF	391		216	607	\$35.00	\$21,245.00	\$40.00	\$24,280.00	\$36.34	\$22,058.38	\$46.50	\$28,225.50	\$15,640.00	\$0.00	\$8,640.00
4	Televise, Clean & Line 12 inch Cured in Place Pipe Lining - Sanitary	LF	5521	1545	1393	8459	\$50.00	\$422,950.00	\$31.50	\$266,458.50	\$39.36	\$332,946.24	\$46.20	\$390,805.80	\$173,911.50	\$48,667.50	\$43,879.50
5	Televise, Clean & Line 15 inch Cured in Place Pipe Lining - Sanitary	LF	907	250		1157	\$55.00	\$63,635.00	\$51.00	\$59,007.00	\$46.98	\$54,355.86	\$63.00	\$72,891.00	\$46,257.00	\$12,750.00	\$0.00
8	Internal Service Lateral Reinstatements	EA	315	128	42	485	\$100.00	\$48,500.00	\$80.00	\$38,800.00	\$152.82	\$74,117.70	\$150.00	\$72,750.00	\$25,200.00	\$10,240.00	\$3,360.00
9	Protruding Tap Removal (As Required)	EA	0	6	2	8	\$400.00	\$3,200.00	\$300.00	\$2,400.00	\$423.10	\$3,384.80	\$400.00	\$3,200.00	\$0.00	\$1,800.00	\$600.00
10	Test and Seal Lateral Service Conections, 36" Length	EA	315	103	42	460	\$500.00	\$230,000.00	\$440.00	\$202,400.00	\$412.60	\$189,796.00	\$460.00	\$211,600.00	\$138,600.00	\$45,320.00	\$18,480.00
11	Chemical Grout	GAL	5	5	5	15	\$25.00	\$375.00	\$20.00	\$300.00	\$15.90	\$238.50	\$375.00	\$5,625.00	\$100.00	\$100.00	\$100.00
12	Televise, Clean & Line 12 inch Cured in Place Pipe Lining - Storm	LF	532		914	1446	\$62.59	\$90,509.62	\$60.00	\$86,760.00	\$44.77	\$64,737.42	\$57.50	\$83,145.00	\$31,920.00	\$0.00	\$54,840.00
13	Televise, Clean & Line 15 inch Cured in Place Pipe Lining - Storm	LF	470		190	660	\$75.00	\$49,500.00	\$88.00	\$58,080.00	\$77.45	\$51,117.00	\$64.00	\$42,240.00	\$41,360.00	\$0.00	\$16,720.00
14	Televise, Clean & Line 21 inch Cured in Place Pipe Lining - Storm	LF	610		0	610	\$85.93	\$52,419.07	\$72.00	\$43,920.00	\$64.17	\$39,143.70	\$77.00	\$46,970.00	\$43,920.00	\$0.00	\$0.00
15	Traffic Control - Batavia	LS				1	\$7,000.00	\$7,000.00	\$14,000.00	\$14,000.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$14,000.00
16	Traffic Control - Geneva	LS				1	\$7,000.00	\$7,000.00	\$8,000.00	\$8,000.00	\$7,500.00	\$7,500.00	\$2,500.00	\$2,500.00	\$0.00	\$8,000.00	\$0.00
17	Traffic Control - St Charles	LS				1	\$7,000.00	\$7,000.00	\$8,000.00	\$8,000.00	\$1,000.00	\$1,000.00	\$3,200.00	\$3,200.00	\$8,000.00	\$0.00	\$0.00
18	Heavy Cleaning (As Required)	Per Hr				30	\$400.00	\$12,000.00	\$480.00	\$14,400.00	\$476.00	\$14,280.00	\$390.00	\$11,700.00	\$4,800.00	\$4,800.00	\$4,800.00
TOTAL BID								\$1,698,031.69		\$1,450,634.50		\$1,505,660.89		\$1,633,063.30	\$856,480.70	\$341,033.50	\$253,120.30

**CITY OF BATAVIA, ILLINOIS
RESOLUTION 18-108-R**

**AUTHORIZING EXECUTION OF CONTRACT FOR
SANITARY AND STORM SEWER PIPE LINING**

WHEREAS, the City of Batavia has identified the need for contractual services related to the lining of sanitary and storm sewer pipes; and

WHEREAS, the City of Batavia, in conjunction with the City of Geneva and the City of St. Charles, requested formal bids for such work; and

WHEREAS, Hoerr Construction, Inc. submitted the lowest qualified bid and has the appropriate expertise and experience necessary to provide the services needed for the pipe lining project; and

WHEREAS, the total cost of said pipe lining services is in the amount not to exceed \$221,002.74; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Batavia, Kane and DuPage Counties, Illinois, as follows:

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute the Contract with Hoerr Construction, Inc, Goodfield IL, (attached as Exhibit A) for construction services in the amount not to exceed \$265,776.32.

CITY OF BATAVIA, ILLINOIS RESOLUTION 18-108-R

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 17th day of September, 2018.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 17th day of September, 2018.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Salvati				
2	Callahan					Wolff				
3	Meitzler					Chanzit				
4	Vacant					Stark				
5	Uher					Theelin Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
VOTE:		0 Ayes	0 Nays	0 Absent	Abstentions					
Total holding office: Mayor and 13 aldermen										

ATTEST:

Ellen Posledni, City Clerk

SECTION 00500

AGREEMENT

THIS AGREEMENT is dated as the ____ day of _____ in the year **2018** by and between the **City of ____** (hereinafter called OWNER), and (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all WORK as specified or indicated in the Contract Documents.

WORK is generally described as follows:

This project consists of approximately 34,651 linear feet of Sanitary & Storm Sewer Lining in various sizes of cured-in-place pipe lining (CIPP). Work shall include the lining of sanitary sewer as well as the reinstatement of service laterals, grouting of service laterals, sanitary & storm sewer cleaning and pre and post construction sanitary sewer televising.

Article 2. ENGINEER

The City of _____, Illinois (hereinafter called OWNER), will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the WORK in accordance with the Contract Documents.

Article 3. CONTRACT TIME

All WORK shall be substantially complete by November 30, 2018 for the City of Batavia and by March 31, 2019 for the Cities of Geneva and St. Charles. Final Completion must occur by December 31, 2018 for the City of Batavia and by April 30, 2019 for the Cities of Geneva and St. Charles.

3.1 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the WORK is not completed within the time specified in Article 3 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **two hundred fifty dollars and zero cents (\$250.00) for each day that expires after the time specified in Article 3 for Substantial Completion until the WORK is fully operational and tested. The CONTRACTOR shall pay the OWNER an additional two hundred fifty dollars and zero cents (\$250.00) for each day that expires after the time specified in Article 3 for Final Completion until WORK is accepted by OWNER.** At the option of the OWNER damage amounts may be deducted, on a monthly basis, from the contract balance.

3.2 The contract time may be changed only by a change order. For each change order, CONTRACTOR shall submit to the OWNER for review, sufficient reason for delay

to enable the OWNER to ascertain the necessity and reasonableness of the delay, and the allow ability and eligibility of delay proposed.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for performance of the WORK in accordance with the Contract Documents in current funds as follows:

- 4.1 Payment shall be made on the basis of the monthly estimates of partial completion, approved by the OWNER, except as otherwise provided in the detailed specifications for each class of WORK.
- 4.2 The contract price may be changed only by a change order. For each change order, CONTRACTOR shall submit to the OWNER for review, sufficient cost and pricing data to enable the OWNER to ascertain the necessity and reasonableness of costs and amounts proposed, and the allow ability and eligibility of costs proposed.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.

- 5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment, on or about the second Wednesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the WORK estimated by the OWNER.
 - 5.1.1 Prior to Substantial Completion progress payments will be in an amount equal to 90% of the WORK completed, and 90% of materials and equipment not incorporated in the WORK but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 Upon Substantial Completion and thereafter, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as OWNER shall determine in accordance with Paragraph 14.07 of the General Conditions.

- 5.2 Final Payment. Upon final completion and acceptance of the WORK in accordance with Paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said Paragraph 14.07.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representation:

- 6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, WORK, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the WORK.

- 6.2 CONTRACTOR has studied carefully all available reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the WORK which were relied upon by OWNER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 6.2 as he deems necessary for the performance of the WORK at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- 6.6 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the OWNER shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 6.7 The award or execution of all subcontracts by a prime CONTRACTOR and the procurement and negotiation procedures used by such prime CONTRACTOR in awarding or executing such subcontracts shall comply with:
- 6.7.1 All provisions of federal, State and local law,
 - 6.7.2 All provisions of Illinois Administrative Code Title 35 Section 365.620 with respect to fraud and other unlawful or corrupt practices;
 - 6.7.3 All provisions of Illinois Administrative Code Title 35 Section 365.620 with respect to access to facilities, records and audit or records; and
 - 6.7.4 The provision requiring a certification of compliance with federal Executive Order 12549 regarding debarment, suspension and other responsibility matters.
- 6.8 CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- 7.1 This Agreement (Pages 1 to 6, inclusive).
- 7.2 Exhibits to this Agreement
- 7.3 Contract, Payment and Performance Bonds
- 7.4 Notice of Award.
- 7.5 Notice to Proceed.
- 7.6 General Conditions.
- 7.7 Supplementary Conditions.
- 7.8 Specifications bearing the title "2018 Sewer Lining Project".
- 7.9 Location Maps, consisting of "2018 Sewer Lining Project" as prepared by the City of St. Charles, Geneva, & Batavia.
- 7.10 Addenda No's
- 7.11 CONTRACTOR's Proposal (Pages 1 to 10, inclusive).
- 7.12 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 7.13 Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed pursuant to Section 3.04 of the General Conditions.

Article 8. MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 All claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of, or relating to this sub-agreement or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Illinois.

Article 9. OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement shall become effective on _____, 2018.

OWNER

CONTRACTOR

by _____

by _____

(Corporate Seal)

(Corporate Seal)

Attested

Attested

by _____

by _____

City Clerk

(City Seal)

(Notary Seal)

Address for Giving Notices

Address for Giving Notices

City of Batavia
100 N. Island Ave.
Batavia, IL 60510

END 00500

SECTION 00510

Notice of Award

Date: _____, 20__

To: _____

Project: City of _____ – 2018 Sewer Lining Project

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your bid has been accepted for items in the amount of _____
(\$ _____).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR’S PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within ten (10) calendar days from the date of this Notice of Award.

If you fail to execute said agreement and to furnish said BONDS within ten (10) days from the date of this Notice, OWNER will be entitled to consider all of your rights arising out of the OWNER’S acceptance of your BID as abandoned, and as a forfeiture of your BID BOND. The OWNER will be entitled to any other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, **2018**

City of _____, Illinois

Mayor