

City Council Agenda Items
and
Contracts, Leases or Agreements

21-Feb-12

City Council Meeting Date
Agenda Items Only

Shannon Jones
Submitted By

Utilities Capital Projects
Division

Utilities
Department

Action Required:

Resolution approving a contract extension with Insituform Technologies, Inc., and approving an authorization totaling \$330,000.00, for scheduled lining services for cured-in-place sanitary sewer linings and \$185,595 for sewer rehabilitation in the vicinity of the Elkins Outfall gravity sewer project.

\$	330,000
\$	185,595

Cost of this request

\$	4,267,419.65
\$	2,165,000.00

Category / Project Budget

Sanitary Sewer Rehabilitation
Sewer Replace - Elkins Outfall

Program Category / Project Name

5400.5700.5815.00
5400.5700.5815.00

Account Number

\$	51,168.22
\$	20,000.00

Funds Used to Date

Water and Wastewater
Water and Wastewater

Program / Project Category Name

02017
10010.1

Project Number

\$	4,216,251.43
\$	2,145,000.00

Remaining Balance

Water/Sewer
Water/Sewer

Fund Name

Budgeted Item

Budget Adjustment Attached

[Signature]
Department Director

3 Feb 12
Date

Previous Ordinance or Resolution # 104-08

[Signature]
City Attorney

2-3-12
Date

Original Contract Date: 5/20/2008

Original Contract Number: 2040

Paul A. Behr
Finance and Internal Services Director

2-3-2012
Date

Received in City Clerk's Office 02-03-12 P03:58 RCVD
[Signature]

[Signature]
Chief of Staff

2-6-12
Date

Received in Mayor's Office
ENTERED 2/6/12
[Signature]

[Signature]
Mayor

2/6/12
Date

Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff
David Jurgens, Utilities Director
Fayetteville Water and Sewer Committee

From: Shannon Jones, Utilities Engineer *S. Jones*

Date: February 3, 2012

Subject: Resolution approving a contract extension with Insituform Technologies, Inc. for cured-in-place sanitary sewer linings.

RECOMMENDATION

Fayetteville City Administration recommends approving a contract extension with Insituform Technologies, Inc., and approving an authorization totaling \$330,000 for scheduled lining services for cured-in-place sanitary sewer linings and \$185,595 for sewer rehabilitation in the vicinity of the Elkins Outfall gravity sewer project.

BACKGROUND

On April 16, 2008, the City of Fayetteville accepted sealed competitive bids for sanitary sewer main line and service lateral lining services with Insituform Technologies submitting the successful bid proposal (see attached materials). The bid schedule includes specific unit prices for various items of work; with the sanitary sewer rehabilitation program then using the pricing to complete the annual rehabilitation program. The exact needs of each rehabilitation activity cannot be explicitly defined until the final design is completed, hence the unit price bid schedule is used to correlate costs to final project scopes.

DISCUSSION

The direct contracting with Insituform Technologies allows the City of Fayetteville to execute its sanitary sewer rehabilitation program effectively and efficiently. It is effective as the administrative delays and costs are minimized due to the annual contract and pre-established pricing. Pipes being lined under this contract are either identified by City forces through normal maintenance operations or by consultants executing Sanitary Sewer Evaluation Studies. Either way, engineering and administrative costs are held to a bare minimum as formal plans and specifications are not required. This work is an integral part of the City's ongoing program to maintain its sewer system in the most long-term yet cost effective fashion, with cured-in-place linings being by far the lowest cost strategy for applications where it is appropriate. This will be the 5th year of a 5-year renewable contract with Insituform.

BUDGET IMPACT

Funds are available in the 2012 Sanitary Sewer Rehabilitation Project budget and Elkins Outfall sewer line project.

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONTRACT EXTENSION WITH INSITUFORM TECHNOLOGIES, INC. AND APPROVING AN AUTHORIZATION OF \$330,000.00 FOR SCHEDULED LINING SERVICES FOR CURED-IN-PLACE SANITARY SEWER LININGS THROUGHOUT THE SYSTEM AND \$185,595.00 FOR SEWER REHABILITATION IN THE VICINITY OF THE ELKINS OUTFALL GRAVITY SEWER PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a contract extension with Insituform Technologies, Inc. and approves an authorization of \$330,000.00 for scheduled lining services for cured-in-place sanitary sewer linings throughout the system.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a contract extension with Insituform Technologies, Inc. and approves an authorization of \$185,595.00 for sewer rehabilitation in the vicinity of the Elkins Outfall Gravity Sewer Project.

PASSED and APPROVED this 21st day of February, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

City Of Fayetteville
 (Not a Purchase Order)

Requisition No.:
 Date: **2/3/2012**
 P.O Number:
 Expected Delivery Date:

Vendor #: **1454** Vendor Name: **Insituform Technologies, Inc.**

Mail Yes:___ No: **XX**

Address: **PO Box 674060** Fob Point:

Taxable Yes:___ No: **XX** Quotes Attached Yes: **XX** No: _____

City: **Dallas** State: **TX** Zip Code: **75267-4060** Ship to code:

Divison Head Approval:

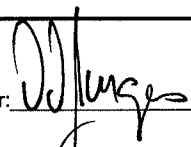
Requester: **Shannon Jones** Requester's Employee #: **2689**

Extension: **452**

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	2012 Sanitary Sewer Main and Service Lateral Cured In Place Lining	1	EA	330,000.00	\$330,000.00	5400.5700.5815.00	02017.0012		
2	CIPP lining, Elkins Outfall gravity sewer area	1	EA	185,595.00	\$185,595.00	5400.5700.5815.00	10010.1		
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
	Shipping/Handling		Lot		\$0.00				

Special Instructions:

Subtotal: **\$515,595.00**
 Tax: **\$0.00**
 Total: **\$515,595.00**

Approvals:
 Mayor: _____
 Finance & Internal Services Director: _____
 Dispatch Manager: _____
 Department Director:  _____
 Budget Manager: _____
 Utilities Manager: _____

Purchasing Manager: _____
 IT Manager: _____
 Other: _____

4.0 BIDDER'S PROPOSAL

4.1 ITEMIZED DESCRIPTION OF BID PRICING

TO: City of Fayetteville
 Fayetteville, Arkansas

GENTLEMEN:

The undersigned bidder, having examined the specifications and contract documents, and being fully advised as to the extent and character of the work, propose to furnish all equipment and to perform all labor and work necessary for the completion of the work described by and in accordance with the specifications and contracts for the following prices to wit.

<u>Item No.</u>	<u>Item Description</u>	<u>Approx. Qty.</u>	<u>Unit</u>	<u>Unit Price In Figures</u>	<u>Total</u>
1	6" x 4.5mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
		3500	LF	\$ 36.50	\$ 127,750.00
2	8" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
		1500	LF	\$ 32.00	\$ 48,000.00
3	10" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
		500	LF	\$ 34.00	\$ 17,000.00
4	12" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
		500	LF	\$ 42.00	\$ 21,000.00

<u>Item No.</u>	<u>Item Description</u>	<u>Approx. Qty.</u>	<u>Unit</u>	<u>Unit Price In Figures</u>	<u>Total</u>
5	15" x 7.5mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
	<u>FIFTY SEVEN</u> dollars & <u>ZERO CENTS</u>	100	LF	\$ <u>57.00</u>	\$ <u>5,700.00</u>
6	18" x 9mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place				
	<u>SEVENTY THREE</u> dollars & <u>ZERO CENTS</u>	100	LF	\$ <u>73.00</u>	\$ <u>7,300.00</u>
7	Internal reinstatement of Service Laterals				
	<u>ONE CENT</u> dollars	60	EA	\$ <u>.01</u>	\$ <u>.60</u>
8	Trenchless rehabilitation by CIPP of existing 4" Service Lateral				
	<u>TWO THOUSAND</u> dollars & <u>ZERO CENTS</u>	30	EA	\$ <u>2000.00</u>	\$ <u>60,000.00</u>
9	Standard Mobilization (within 15 working days)				
	<u>TWO THOUSAND</u> dollars & <u>ZERO CENTS</u>	2	EA	\$ <u>2000.00</u>	\$ <u>4,000.00</u>
10	Emergency Mobilization (within 3 working days)				
	<u>THREE THOUSAND</u> dollars & <u>ZERO CENTS</u>	1	EA	\$ <u>3000.00</u>	\$ <u>3,000.00</u>
11	CIPP Point Repair, 6" - 12" Diameter, 10 LF				
	<u>ONE THOUSAND</u> dollars & <u>ZERO CENTS</u>	5	EA	\$ <u>1000.00</u>	\$ <u>5,000.00</u>

TOTAL BID AMOUNT \$ 298,750.60
TWO HUNDRED NINETY EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND SIXTY CENTS
(In Writing)

The undersigned understands that this bid is for a term maintenance contract for the rehabilitation of sanitary sewer mainlines throughout Fayetteville, Arkansas and that the City here may choose to purchase more, less, or none of the rehabilitation, depending upon its needs. The City is under no obligation to purchase a minimum amount of any item awarded. This contract is generally for miscellaneous and unidentified rehabilitation of sanitary sewer mains and service connections using the cured-in-place pipe method.

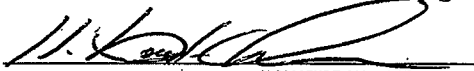
The bidder understands that the City reserves the right to reject any or all bids, and to waive informalities in the bidding.

The undersigned further agrees that the proposal guaranty may be retained by the City of Fayetteville, Arkansas, provided the undersigned is one of the lowest and most advantageous bidders, and that said proposal guaranty shall remain with the City until the contract has been signed, and the bond required for the faithful performance of the contract has been made by one of the lowest responsible bidders; otherwise, proposal guaranty may be obtained from the City after forty-eight hours from the time of opening of the bids.

The undersigned hereby declares that he has had sufficient time to make all test and investigations to arrive at an intelligent estimate of the cost of doing the work, and has carefully examined the specifications and documents relating to the work covered by his bid or bids, that he agrees to do the work, and that no representation made by the City are in any sense a warranty, but are mere estimates for guidance of the CONTRACTOR.

Upon receipt of notice of the acceptance of the bid, we will execute the formal contract attached in quintuplicate, within ten days, and will deliver a Surety Bond for the faithful performance of the contract, and such other bonds as may have been required in the specifications. The bid security attached in the sum of 5% of the greatest amount of the total bid is (\$5%) is to become the property of the City if a cashier's check, and if a bond, the principal amount shall be paid to the City of Fayetteville, in the event the contract and bond are not executed within the time set forth, and to be considered as liquidated damages because the delay and additional work caused thereby are incapable of accurate ascertainment.

RESPECTFULLY SUBMITTED: Insituform Technologies, Inc.

Bidder	 SIGNATURE AND TITLE H. Douglas Thomas V.P. - Global Procurement / Ops. Support _____ SIGNATURE AND TITLE	Seal (if bidder is a corporation) <div style="border: 1px solid black; width: 100%; height: 100%;"></div>
Business Address	17988 Edison Avenue Chesterfield, MO 63005	
Telephone Number	636-530-8000	
FAX Number	636-530-0751	
Arkansas Contractors License Number	<u>0072030409</u>	

NOTE: DO NOT DETACH BID FROM OTHER PAPERS BOUND IN THIS DOCUMENT. Fill Bid Form in with ink and submit complete with all other papers bound in this document

4.2 GENERAL INFORMATION

- Representatives from the CITY will contact the CONTRACTOR with their specific work items. The estimate will reflect and be based on the listed bid items. Upon notification and approval by the CITY, the CONTRACTOR shall start work on the project within fifteen (15) working days. In the event of an Emergency Response project, the CONTRACTOR shall start work on the project within three (3) working days of notification by the CITY, and the CONTRACTOR and Owner shall agree to a final cost for the project no later than **24 hours** after the completion of the project.
- Payment for work on a particular project shall be made upon completion and acceptance of the work by the CITY. There will be no partial payment made for any project.
- Invoices shall be sent to the CITY. They shall be itemized to include:
 - The specific bid items utilized.
 - The quantities of those bid items.
 - The total cost for that project.
 - The total billing to date under the annual contract, including any change orders.
- The CONTRACTOR will be responsible for all signing and barricading and will comply with those portions of the "Arkansas Manual on Uniform Traffic Control Devices for Streets and Highways" which pertain to construction.
- The CONTRACTOR shall take precautions and use care to avoid damaging, disturbing, or disrupting existing private facilities on private or public property, i.e., fences, sprinkler facilities, shrubs, landscaping, etc. The CONTRACTOR shall restore, to the CITY's satisfaction, any damaged property at the Contractor's expense.
- Completion of a particular project is defined to include the satisfactory performance of all minor and non-pay work items such as clean-up and restoration/replacement of all damaged private and public property, etc.

POST LINING VIDEOING

- After lining, the CONTRACTOR shall provide the City television results of the lining showing all taps made upon the new line. Upon completion of the video, a DVD shall be supplied to the CITY.

UTILITIES COORDINATION

- During the construction of this project, the CONTRACTOR shall be responsible for contacting Arkansas One Call for locating any utilities that may be involved in any excavations.

5.0 CONTRACT AND BOND DOCUMENTS

5.1 AGREEMENT

2008 ANNUAL SANITARY SEWER MAINLINE AND SERVICE LATERAL REHABILITATION, CURED IN PLACE PIPE METHOD

THIS AGREEMENT, made this 20th day of May, 2008, by and between the City of Fayetteville, Arkansas, and

Insituform Technologies, Inc.

doing business as a Corporation, hereinafter called "Contractor",

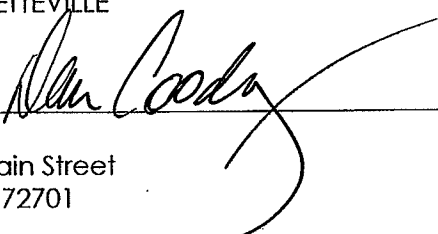
WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

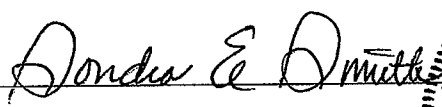
1. The Contractor will commence and complete the projects selected for rehabilitation under this Term Maintenance Contract at the City of Fayetteville, Arkansas and all incidental and ancillary work in accordance with the conditions and at the prices stated in the Bid Proposal which are a part of these Contract Documents attached hereto and made a part hereof.
2. The Contractor will furnish all materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the projects selected for rehabilitation.
3. The Contractor will commence the work required under this term maintenance contract for the rehabilitation of sanitary sewer mainlines throughout Fayetteville, Arkansas in a timely manner as projects are selected. The Contractor shall furnish City of Fayetteville a timeline for each project as preparation for the work begins.
4. The timeline for this contract shall end December 31, 2008. Upon approval of the City of Fayetteville, the contract may be extended on a yearly basis for up to four years, through December 31, 2012.
5. The Contractor shall be entitled to receive up to Three Hundred Thousand Dollars (\$330,000). City of Fayetteville is under no obligation to purchase a minimum amount of any item awarded and City of Fayetteville may choose to purchase more, less, or none of the rehabilitation, depending upon its needs. This contract is generally for miscellaneous and unidentified rehabilitation of sanitary sewer mains and service connections using the cured-in-place pipe method. The City of Fayetteville will pay the Contractor in the manner and at such times as set forth in the General Conditions such amounts, as required by the Contract Documents.
6. The Contractor agrees to perform the work described in the Contract Documents and comply with the terms therein for the amounts shown in the Bid Proposal.
7. The term "Contract Documents" means and includes the Advertisement for Bids, Information for Bidders, Technical Specifications, Bid Proposal, Agreement, General Conditions, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Change Orders and Addenda prepared or issued by the City of Fayetteville.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.


9. It is mutually agreed that should it appear to the City of Fayetteville or to the Authorized Agent in charge, at any time during the existence of this Contract, that the sureties on the Contractor's bond have become insolvent, bankrupt, or otherwise financially unable to protect the City of Fayetteville under the terms of the Contract, the City of Fayetteville may demand the Contractor furnish additional security in some approved surety company satisfactory to the City of Fayetteville. The acts of the City of Fayetteville or the Agent with reference to demanding new or additional security shall never be construed to relieve the original sureties of their obligations under the contract, or to relieve the Contractor. The City of Fayetteville may stop performance under the Contract until additional security has been furnished by the Contractor, and the City of Fayetteville shall in no case be liable to the Contractor on account thereof. In the event of the refusal or failure of the Contractor to comply with the demands of the City of Fayetteville with reference to furnishing additional security, the City of Fayetteville may exercise its right as provided herein to stop all payments under the Contract and to arrange for completion of the Contract requirements obligating the Contractor for any and all additional expenses incurred.
10. Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City council **in advance** of the change in scope, cost or fees.
11. City contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) counterparts, each of which shall be deemed an original on the date first above written.


THE CITY OF FAYETTEVILLE

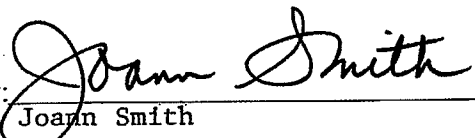
By: 
 Title: Mayor
 113 West Mountain Street
 Fayetteville, AR 72701

Attest: 
 Title: _____



CONTRACTOR:

By: 
 Title: V.P.-Global Procurement/Ops. Support

*Attest: 
 Title: Contracting & Attesting Officer

Company Insituform Technologies, Inc.

(Corporate Seal)

Address 17988 Edison Avenue
Chesterfield, MO 63005

*If a corporation, the Secretary of the Corporation should Attest.

2008 CIPP Bid Tabulation
April 16, 2008 at 2:00 p.m.

Item No.	Item Description	Approx. Qty.	Unit	Insituform Technologies		Suncoast Infrastructure	
				Unit Price In Figures	Total	Unit Price In Figures	Total
1	6" x 4.5mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	3500	LF	\$ 36.50	\$ 127,750.00	\$ 30.60	\$ 107,100.00
2	8" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	1500	LF	\$ 32.00	\$ 48,000.00	\$ 30.30	\$ 45,450.00
3	10" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	500	LF	\$ 34.00	\$ 17,000.00	\$ 31.00	\$ 15,500.00
4	12" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	500	LF	\$ 42.00	\$ 21,000.00	\$ 32.80	\$ 16,400.00
5	15" x 7.5mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	100	LF	\$ 57.00	\$ 5,700.00	\$ 50.00	\$ 5,000.00
6	18" x 9mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	100	LF	\$ 73.00	\$ 7,300.00	\$ 60.50	\$ 6,050.00
7	Internal reinstatement of Service Laterals	60	EA	\$ 0.01	\$ 0.60	\$ 150.00	\$ 9,000.00
8	Trenchless rehabilitation by CIPP of existing 4" Service Lateral	30	EA	\$ 2,000.00	\$ 60,000.00	\$ 2,900.00	\$ 87,000.00
9	Standard Mobilization (within 15 working days)	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 2,500.00	\$ 5,000.00
10	Emergency Mobilization (within 3 working days)	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 9,060.00	\$ 9,060.00
11	CIPP Point Repair, 6" - 12" Diameter, 10 LF	5	EA	\$ 1,000.00	\$ 5,000.00	\$ 3,320.00	\$ 16,600.00
	Total Bid				\$ 298,750.60		\$ 322,160.00

