

### City of Fayetteville Item Review Form

2014-0218

Legistar File Number

6/3/2014

City Council Meeting Date - Agenda Item Only  
N/A for Non-Agenda Item

Tim Nyander

Submitted By

Utilities

Department

Action Required:

Approval of a construction contract with Suncoast Infrastructure, Inc. for \$76,995.00 and a contingency of \$10,000.00.

Does this item have a cost?  Yes

\$86,995.00

Cost of this request

\$73,093.00

Category or Project Budget

Sewer Replace-Elkins Outfall

Program or Project Name

5400.5700.5815.00

Account Number

\$0.00

Funds Used to Date

Water/Sewer

Program or Project Category

10010.1

Project Number

-\$13,902.00

Remaining Balance

Water/Sewer

Fund Name

Budgeted Item?  Yes

Budget Adjustment Attached?  Yes

V20130812

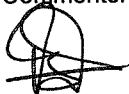
Previous Ordinance or Resolution # \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

Comments:

ENTERED  
5/13/14 PM

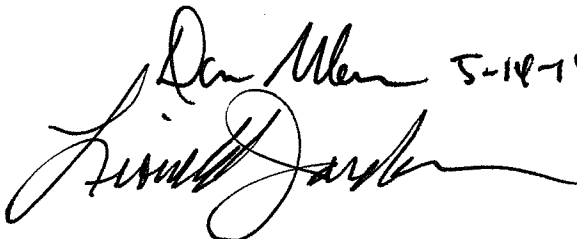
ENTERED  
5/13/14




5/13/14

Paul A. Becker 5-14-2014

Don Allen 5-14-14



To: Fayetteville City Council

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

From: Tim Nyander, Interim Director for Water & Sewer Functions

Date: May 6, 2014

Subject: Resolution approving a construction contract with Suncoast Infrastructure, Inc. for \$76,995, Bid 14-21, to construct Elkins Outfall Gravity Sewer Improvements Phase 2 – Cured in Place Pipe Method.

**RECOMMENDATION**

Fayetteville City Staff recommends approval of a construction contract with Suncoast Infrastructure, Inc. for \$76,995, Bid 14-21, with a contingency of \$10,000 to construct Elkins Outfall Gravity Sewer Improvements Phase 2 – Cured in Place Pipe Method.

**BACKGROUND**

The City of Fayetteville was awarded a State and Tribal Assistance Grant (STAG) in 2009 for \$485,000. The grant funding is matched 55% federal to 45% local. The City’s matching funds are \$396,818. The purpose of the grant is help fund the rehabilitation of the sanitary sewer system in the area of and including the Elkins outfall sewer line. \$355,698 of the grant money was used to upgrade the Fayetteville owned line that carries Elkins’ wastewater flow in addition to Fayetteville flows from that area. The balance of the grant money is being used to rehabilitate gravity sewer lines within the sewer collection system that connects to the primary outfall gravity sewer line.

**DISCUSSION**

Under this contract, we will rehabilitate approximately 2,800' of 6" and 8" sanitary sewer main line pipe using the cured in place pipe method and internally reinstated approximately 25 sewer connections on the sewer collection system that connects to the primary outfall gravity sewer line. The City opened two bids on April 1, 2014.

Suncoast Infrastructure	\$ 76,995.00
Insituform Technologies	\$ 88,705.50
Engineer's Estimate	\$ 100,000.00

Staff reviewed the bids and recommends awarding the contract to Suncoast Infrastructure, Inc. based upon the evaluation of past work performance on projects of similar size and scope. Construction will begin and be completed this spring.

**BUDGET IMPACT**

Funds are available in the Elkins Outfall project and in the sewer rehabilitation project budgets. A BA is attached.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION TO AWARD BID #14-21, TO AUTHORIZE A CONTRACT WITH SUNCOAST INFRASTRUCTURE, INC. IN THE AMOUNT OF \$76,995.00 TO CONSTRUCT PHASE TWO OF ELKINS OUTFALL GRAVITY SEWER IMPROVEMENTS, TO APPROVE A \$10,000.00 PROJECT CONTINGENCY, AND TO APPROVE A BUDGET ADJUSTMENT

**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 awards Bid #14-21, authorizes the Mayor to sign a contract with Suncoast Infrastructure, Inc. in the amount of \$76,995.00 to construct Phase Two of Elkins Outfall Gravity Sewer Improvements, and further approves a \$10,000.00 project contingency.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution as Exhibit "A".

**PASSED and APPROVED** this 3<sup>rd</sup> day of June, 2014.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN, Mayor**

By: \_\_\_\_\_  
**SONDRA E. SMITH, City Clerk/Treasurer**

**City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)**

A. 7  
 Bid #14-21 Suncoast  
 Infrastructure, Inc.  
 Page 4 of 8

<b>Budget Year</b>  2014	Division: Water & Sewer Maintenance	<b>Adjustment Number</b>
	Dept.: Utilities	
	Requestor: Cheryl Partain	

**BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:**

A BA is needed in the Sewer Replace - Elkins Outfall Line project to cover the costs of a construction contract with Suncoast Infrastructure, Inc. to construct Elkins Outfall gravity sewer improvements-cured in place method. Under this contract we will rehabilitate approximately 2,800' of 6" and 8" sanitary sewer main line pipe using the cured in place pipe method and internally reinstated approximately 30 sewer connections on the sewer collection system that connects to the primary outfall gravity sewer line.

COUNCIL DATE: 6/3/2014  
 LEGSTAR FILE ID#: 2014-0218

*Kevin Springer*  
 5/6/2014 3:26 PM

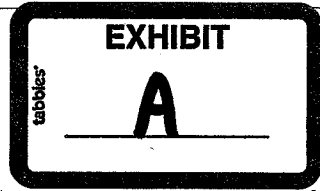
\_\_\_\_\_  
 Budget Director Date

TYPE: \_\_\_\_\_  
 DESCRIPTION: \_\_\_\_\_  
 GLDATE: \_\_\_\_\_  
 POSTED: \_\_\_\_\_ / \_\_\_\_\_

RESOLUTION/ORDINANCE \_\_\_\_\_

v.20140428

TOTAL						v.20140428
Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name
	Expense	Revenue	Project	Sub		
5400.5700.5815.00	13,902	-	10010	1	EX	Sewer Improvements
5400.5700.5815.00	(13,902)	-	02017	1	EX	Sewer Improvements



## 5.0 CONTRACT AND BOND DOCUMENTS

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### 5.1 AGREEMENT

2014 ELKINS OUTFALL GRAVITY SEWER REHABILITATION, CURED IN PLACE

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Fayetteville, Arkansas, and

Suncoast Infrastructure

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 The City of Fayetteville a timeline for each project as preparation for the work begins.
4. The timeline for this contract shall end \_\_\_\_\_, 2014
5. The Contractor shall be entitled to receive up to Seventy Six Thousand Nine-hundred Ninety-five. (\$76,995). The 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: SUNCOAST INFRASTRUCTURE, INC.

By: Richard A. R...  
Title: President  
Company: SUNCOAST INFRASTRUCTURE, INC.  
Address: P.O. BOX 397  
FLORENCE, MS 39073

\*Attest: Mary Beth Harrison  
Title: SECRETARY  
(Corporate Seal)

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

**City Of Fayetteville**  
(Not a Purchase Order)

Requisition No.:		Date: <b>5/2/2014</b>	
P.O Number:		Expected Delivery Date:	
Vendor #: <b>23430</b>	Vendor Name: <b>Suncost Infrastructure, Inc.</b>		
Address:	Fob Point:	Mail Yes: _____ No: _____	Quotes Attached Yes: _____ No: _____
City: <b>Florence</b>	Zip Code: <b>39073</b>	Division Head Approval:	
Requester: <b>Cheryl Partain</b>	Requester's Employee #: <b>2548</b>	Extension: <b>8224</b>	
State: <b>MS</b>	Ship to code:	Project/Subproject #: <b>10010.1</b>	Inventory #
PO Box <b>397</b>	Account Numbers: <b>5400.5700.5815.00</b>	Fixed Asset #	

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers
1	Elkins Outfall - CIPP Sanitary Sewer Rehabilitation Per Bid 14-21	1	EA	76,995.00	76,995.00	5400.5700.5815.00
2				\$0.00	\$0.00	
3				\$0.00	\$0.00	
4				\$0.00	\$0.00	
5				\$0.00	\$0.00	
6				\$0.00	\$0.00	
7				\$0.00	\$0.00	
8				\$0.00	\$0.00	
9				\$0.00	\$0.00	
10				\$0.00	\$0.00	
	Shipping/Handling		Lot		\$0.00	

Subtotal:	<b>\$76,995.00</b>
Tax:	<b>\$0.00</b>
Total:	<b>\$76,995.00</b>

Special Instructions:

Approvals: \_\_\_\_\_

Mayor: \_\_\_\_\_

Department Director: *[Signature]*

Finance & Internal Services Director: \_\_\_\_\_

Dispatch Manager: \_\_\_\_\_

Budget Manager: \_\_\_\_\_

IT Manager: \_\_\_\_\_

Purchasing Manager: \_\_\_\_\_

Utilities Manager: \_\_\_\_\_

Other: \_\_\_\_\_

