



AGENDA ITEM # 13A/B

AGENDA ITEM EXECUTIVE SUMMARY

Village Board Meeting

October 28, 2019

Item Title: **Devlin Influent Pump and Screening Project Contract Award**

Staff Contact: Karen R. Young, P.E., CFM, Public Works Director

VILLAGE BOARD ACTION

1. Adopt a resolution authorizing the Village Administrator to sign the Notice of Award to Williams Brothers Construction, Inc.

2. Adopt a resolution authorizing the Village Administrator to sign an Agreement for the Devlin Influent Pump and Screening Project between the Village of Roselle and Williams Brothers Construction, Inc.

Executive Summary:

On August 29, 2019 the Village opened bids for the Devlin Influent Pump Station and Screening Project. Bids were received from five contractors. The low bidder was Williams Brothers Construction, Inc. in the amount of \$9,324,000.00. Williams Brothers Construction, Inc. was deemed the lowest, responsive, and responsible bidder.

On September 23, 2019, the Village Board approved a Resolution authorizing the Village Administrator to sign a Letter of Intent to Award to the contractor. The IEPA then sent a letter confirming the loan amount of \$8,290,340.43 and Trotter and Associates confirmed this amount as accurate to finalize the loan documentation.

Trotter and Associates and staff recommend the bid be accepted, the Notice of Award issued and the Agreement approved. The Agreement is in the IEPA approved format required for loan funded projects and was part of the bid specifications.

Implications:

Is this item budgeted? Yes. There is sufficient funds in the Water and Sewer Capital Fund for this project. The IEPA loan amount is \$8,290,340.43. Design Engineering \$666,100.00, Construction Engineering \$724,000.00, Construction \$9,324,000.00 and Contingency \$279,720.00.

Any other implications to be considered? None

Attachments:

Resolution Authorizing Agreement

Agreement Exhibit A

Resolution Authorizing Notice of Award

Notice of Award Exhibit A

RESOLUTION NO. 2019-

**A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR
TO SIGN THE NOTICE OF AWARD TO
WILLIAMS BROTHERS CONSTRUCTION, INC.**

WHEREAS, the corporate authorities of the Village of Roselle deem it in the best interests of the Village to award a contract with Williams Brothers Construction, Inc., P.O. Box 1366, Peoria, IL 60654, for the Devlin Influent Pump and Screening Project; and

WHEREAS, the Village Included this project as part of the Wastewater Facilities Master Plan and IEPA Loan Facility Plan; and

WHEREAS, the project scope involves the installation of a new Influent Pump and Screening Improvements at the Devlin Wastewater Treatment Plant; and

WHEREAS, the Village has secured prices through a competitive bidding process; and

WHEREAS, both parties agree to the terms and conditions set forth in the bid proposal and agreement for Devlin Influent Pump and Screening Project; and

NOW, THEREFORE, be it resolved by the Mayor and Board of Trustees of the Village of Roselle that the Village Administrator is hereby authorized to sign that certain Notice of Award letter to Williams Brothers Construction, Inc., which is attached hereto and incorporated as fully set forth as Exhibit A.

ADOPTED this 28th day October, 2019

AYES:
NAYS:
ABSTAIN:
ABSENT:

Andrew J. Maglio, Mayor

ATTEST:

Patricia Burns, Village Clerk

NOTICE OF AWARD

Date: October 28, 2019

To: Williams Brothers Construction, Inc.
P.O. Box 1366
Peoria, IL 61654

Project: Joseph L. Devlin WWTF Influent Pump Station and Screening Improvements
Job Number: ROS2017-03

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, as well as the inclusion of the Additive Alternates #1 and #2 has been accepted, for items in the amount of:

Nine Million, Three Hundred Twenty-Four Thousand dollars and zero cents (\$9,324,000).

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 fifteen (15) calendar days from the date of this Notice indicated above.

If you fail to execute said agreement and to furnish said BONDS within fifteen (15) days from the date of this Notice, said OWNER will be entitled to consider all 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 such 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 ____th day of _____, 20__.

Jeffrey D. O’Dell,
Village Administrator

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Williams Brothers Construction, Inc. this
____ day of _____, 20__.

Name: _____
Title: _____

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RESOLUTION NO. 2019 -

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO SIGN AN AGREEMENT FOR THE DEVLIN INFLUENT PUMP AND SCREENING PROJECT BETWEEN THE VILLAGE OF ROSELLE AND WILLIAMS BROTHERS CONSTRUCTION, INC.

WHEREAS, the corporate authorities of the Village of Roselle deem it in the best interests of the Village to enter into an Agreement with Williams Brothers Construction, Inc., P.O. Box 1366, Peoria, IL 60654, for the Devlin Influent Pump and Screening Project; and

WHEREAS, on September 23, 2019, the Village Board approved a Letter of Intent to Award to Williams Brothers Construction, Inc. for the Devlin Influent Pump and Screening Project (hereinafter Agreement); and

WHEREAS, on October 28, 2019, the Village Board approved the Notice of Award and acceptance of the bid from Williams Brothers Construction, Inc. for the Devlin Influent Pump and Screening Project ; and

WHEREAS, the Mayor and Board of Trustee have determined that it is in the best interests of the Village of Roselle to approve the Agreement with Williams Brothers Construction, Inc. for the Devlin Influent Pump and Screening Project; and

WHEREAS, this project is funded through the IEPA state revolving low interest loan program; and

WHEREAS, both parties agree to the terms and conditions set forth in the proposal and Agreement for the Devlin Influent Pump and Screening Project as described in Exhibit A.

NOW, THEREFORE, be it resolved by the Mayor and Board of Trustees of the Village of Roselle that the Village Administrator is hereby authorized to sign and the Village Clerk is hereby directed to attest that certain "Agreement" between the Village of Roselle and Williams Brothers Construction, Inc., which is attached hereto and incorporated as fully set forth as Exhibit A.

ADOPTED this 28th day of October, 2019

AYES:

NAYS:

ABSTAIN:

ABSENT:

Andrew J. Maglio, Mayor

ATTEST:

Patricia Burns, Village Clerk

AGREEMENT

THIS AGREEMENT is dated as the ____ day of _____ in the year 20__ by and between the Village of Roselle, Illinois (hereinafter called OWNER) and Williams Brothers Construction, Inc. (hereinafter called CONTRACTOR).

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

ARTICLE 1. 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:

- A. This Agreement (Pages 1 to __, inclusive).
- B. Exhibits to this Agreement
- C. IEPA Guidelines.
- D. Payment and Performance Bonds
- E. Notice of Intent to Award
- F. Notice of Award
- G. Notice to Proceed
- H. General Conditions
- I. Supplementary Conditions
- J. Section 00 43 43 - Wage Rates Form
- K. Specifications bearing the title "Joseph L. Devlin WWTF Influent Pump Station and Screening Improvements" as prepared by Trotter and Associates, Inc.
- L. Drawings, consisting of a cover sheet and all sheets as designated in SECTION 00 01 15 – List of Drawing Sheets, with each sheet bearing the title "Joseph L. Devlin WWTF Influent Pump Station and Screening Improvements" as prepared by Trotter and Associates, Inc.
- M. Addenda No's 1 to 6, inclusive.
- N. CONTRACTOR's Proposal.
- O. Documentation submitted by CONTRACTOR prior to Notice of Award.
- P. 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.

Where the Contract Documents conflict and/or are inconsistent with this Agreement, the Contract Documents shall control. Where the CONTRACTOR cannot determine whether the Contract Documents or this Agreement are inconsistent, or where the CONTRACTOR believes there are inconsistencies or ambiguities within the Contract Documents themselves they shall confer with the Engineer to resolve the inconsistency or ambiguity.

ARTICLE 2. WORK

CONTRACTOR shall complete all WORK as specified or indicated in the Contract Documents. WORK is generally described as follows:

- A. The proposed improvements consist primarily of the following:
1. Contractor to provide any and all required Storm Water Management Plans (SWPP), including but not limited to, Village of Roselle, DuPage County and/or IEPA.
 2. Demolition of Temporary Building 1920
 3. Demolition of First Flush Tank 1102
 4. Demolition of the garage portion of Raw Sewage Pump Station 1101
 5. Temporary weather sealing of remaining portion of Raw Sewage Pump Station. Existing controls and switchgear, as well as the Influent Pumps and Excess Flow Pumps will remain in operation until proposed system is operational.
 6. Temporary connection of the primary sludge pumps discharge to the line going to the digesters. Pumps shall remain in operation during this part of construction.
 7. Removal of 6" Primary Sludge piping to allow for installation of proposed Influent Pumping and Screening Building.
 8. Removal of existing manhole #6
 9. Removal of existing manhole #7
 10. Removal of 8" piping between manholes #6 and #7 to allow for construction of proposed Influent Pumping and Screening Building.
 11. Removal of sidewalk and asphalt paving to extents necessary to allow for construction of proposed Influent Pumping and Screening Building.
 12. Removal of existing light pole between First Flush Tank and Temporary Building.
 13. Relocation of the telephone splice box.
 14. Relocation and/or upgrade of Com-ED Transformer
 15. Relocation and/or upgrade of Com-ED Automatic Throw-over Box
 16. Removal of landscaping as required.
 17. Excavation for proposed Influent Pumping and Screening Building.
 18. Construction of proposed Influent Pumping and Screening Building.

19. Installation of all equipment and controls into proposed Influent Pumping and Screening Building.
20. Excavation and Installation of proposed power feed from transformer to proposed Influent Pumping and Screening Building.
21. Excavation and Installation of utility lines to the proposed Influent Pumping and Screening including the non-potable water, potable water, gas and electric lines.
22. Connection of non-potable water line to the existing NPW lines in the existing Grit Removal building and in the yard.
23. Excavation and installation of 4" storm drain from proposed Influent Pumping and Screening Building to the existing storm drainage swale.
24. Excavation for and installation of proposed manhole #6 as well as 24" piping from this manhole to proposed Influent Pumping and Screening Building.
25. Excavation for and installation of proposed 4" sanitary line from proposed Influent Pumping and Screening Building to proposed manhole #6
26. Bypass pumping as needed from existing and proposed manholes to the existing influent and excess flow wet wells to allow for the installation of proposed manholes and piping.
27. Plugging of proposed and existing piping as needed to allow for the installation of proposed manholes and piping.
28. Excavation for and installation of proposed manhole #7 as well as 24" piping from this manhole to proposed Influent Pumping and Screening Building.
29. Excavation for and installation of proposed manhole #19 as well as 20" piping from this manhole to proposed Influent Pumping and Screening Building.
30. Existing 18" piping between proposed manhole #19 and existing manhole #19 will be abandoned but filled and mechanically plugged.
31. Excavate and remove existing manhole #19.
32. Excavate and remove 18" piping between existing manhole #19 and existing manhole #15.
33. Excavation and installation, except for final connections, of:
 - a. 30" sanitary influent piping from proposed Influent Pumping and Screening Building to proposed manhole #9
 - b. 8" drain line to proposed manhole #9
 - c. 20" excess flow force main from proposed Influent Pumping and Screening Building to excess flow tanks.
 - d. 16" raw flow force main from proposed Influent Pumping and Screening Building to Grit Removal building
 - e. 16" sanitary drain from existing manhole #11 to proposed manhole #9.
 - f. 6" primary sludge piping to and from the proposed Influent Pumping and Screening Building to the existing piping.

34. Excavate and remove existing manhole #8 and replace it in kind with a proposed manhole and a 6" pipe and connection to proposed manhole #9.
35. Install proposed electrical duct banks and associated wiring from the proposed Influent Pumping and Screening Building to:
 - a. Existing Flow Equalization Tank control panel
 - b. Existing Grit Removal Building Junction box
 - c. Existing Administration Building
 - d. Proposed Pull Box #1
36. Move connections within existing Electrical Hand Hole #1 to proposed Pull Box #1.
37. Remove wiring between existing Electrical Hand Hole #1 and existing Electrical Hand Hole #4 to the extent possible. Ductbank and Conduit between existing Electrical Hand Hole #1 and existing Electrical Hand Hole #4 to be abandoned in place.
38. Excavate and remove existing Electrical Hand Hole #1.
39. Fill where existing Electrical Hand Hole #1 was located.
40. Remove wiring between existing Electrical Hand Hole #4 and the existing Grit Removal Building Junction Box. Ductbank and Conduit between existing Electrical Hand Hole #4 and existing Grit Removal Building Junction Box to be abandoned in place.
41. Excavate and remove existing Electrical Hand Hole #4. Remove landscaping brick, fill to grade and raise valve box.
42. Make final connections for 20" Excess Flow and 16" to 14" raw flow force mains. Bypass pumping from the existing Influent and/or Excess Flow Wet Wells to the existing influent channel located in the Grit Removal Building may be required.
43. Excavation and removal of existing manhole #18.
44. Connection of existing 6" primary drain piping to existing 8" drain piping.
45. Backfill where existing manhole #18 was located.
46. Install proposed manhole #9 and make final connections of the 30" sanitary influent, 6", 8" and 16" drain lines.
47. Start up of proposed Influent Pumping and Screening Building including final electrical change-over.
48. Excavation, Removal and Backfilling of existing:
 - a. Manhole #9
 - b. Manhole #10
 - c. Manhole #15
 - d. Manhole #16
 - e. Manhole #17
 - f. Metering Manhole #1
 - g. Metering Manhole #2

- h. 12", 15", 18" and 30" sanitary sewer piping
 - i. 10", 12", 14" and 20" force main piping
 - j. 6" primary sludge piping
 - k. Gas, potable water and non-potable water piping
49. Removal of existing Influent Screen, Washer/Compactor, and associated controls/electrical in the existing Grit Building.
 50. Installation of grating and flow diversion device in existing Grit Building Channels.
 51. Excavation and Removal of existing Excess Flow Pump Station.
 52. Excavation and Removal of remainder of existing First Flush Tank and Raw Sewage Pumping Station, including electrical and utilities.
 53. Removal of existing receptacles and lights at the existing Digesters.
 54. Repairing wiring between the existing Filter and Blower Building and the existing digesters so that the electrical at the existing digester is corrected.
 55. Installation of proposed receptacles and lights at the existing Digesters.
 56. Full depth asphalt removal and replacement, as shown on the plans.
 57. Repair of curbs as needed.
 58. Repair and installation of sidewalks as shown on the plans.
 59. Planting of trees and bushes.
 60. Reconstruction of stone retaining wall.
 61. Site Grading, including the swale on the west side of the plant.
 62. Seeding of grass.
 63. Restoration of disturbed areas.

ARTICLE 3. ENGINEER

Trotter and Associates, Inc. of St. Charles, Illinois (hereinafter called ENGINEER) 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 4. CONTRACT TIME

All WORK shall be substantially complete within **Five-Hundred and Thirty-Five (535)** days after the date when the Contract Time commences to run as indicated in the Notice to Proceed and provided in Paragraph 2.03 of the General Conditions. All work shall be at Final Completion and ready for Final Payment in accordance with Paragraph 14.07 of the General Conditions within **Five-Hundred and Sixty-Five (565)** days of the date when Contract Time commences to run.

- A. 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 Paragraph 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 Thousand dollars and zero cents (\$2,000.00) for each day that expires after the time specified in Paragraph 3 for Substantial Completion until the work is fully operational and tested. The CONTRACTOR shall pay the OWNER an additional Two Thousand dollars and zero cents (\$2,000.00) for each day that expires after the time specified in Article 3 for final completion until the work is accepted by the OWNER. Aggregate damages for time expired, past the time of final completion shall then be Four Thousand dollars and zero cents (\$4,000.00). At the option of the ENGINEER and OWNER damage amounts may be deducted, on a monthly basis, from the contract balance.

- B. The contract time may be changed only by a change order. For each change order, CONTRACTOR shall submit to the Engineer for review, sufficient reason for delay to enable the Engineer to ascertain the necessity and reasonableness of the delay, and the allowability and eligibility of delay proposed.

ARTICLE 5. CONTRACT PRICE

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

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

ARTICLE 6. PAYMENT PROCEDURES

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

- A. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER. All progress payments will be on the basis of the progress of the WORK estimated by the ENGINEER.
 - 1. Prior to Substantial Completion progress payments will be in an amount equal to Ninety Percent (90%) of the WORK completed, and Ninety Percent (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.

2. Upon Substantial Completion and thereafter, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to Ninety-Five Percent (95%) of the Contract Price, less such amounts as ENGINEER shall determine in accordance with Paragraph 14.07 of the General Conditions.
- B. 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 recommended by ENGINEER as provided in said Paragraph 14.07.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

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

- A. 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.
- B. 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 ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- C. 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.
- D. CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- E. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- F. CONTRACTOR shall warrant 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.
- G. 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 subcontracts shall comply with:
 1. All provisions of federal, State and local law,

2. All provisions of Illinois Administrative Code Title 35 Part 365 regarding fraud and other unlawful or corrupt practices;
 3. All provisions of Illinois Administrative Code Title 35 Part 365 with respect to access to facilities, records and audit or records; and
 4. All provisions of Illinois Administrative Code Title 35 Part 365 that require a “Certification Regarding Debarment, Suspension, and Other Responsibility Matters” (EPA Form 5700-49) showing compliance with federal Executive Order 12549.
- H. 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 awarded under EPA financial assistance agreements. 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 8. MISCELLANEOUS

- A. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- B. 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.
- C. 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.
- D. All claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of, or relating to this 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 executed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement becomes effective as of _____, 20__.

OWNER
Village of Roselle, Illinois

CONTRACTOR
Williams Brothers Construction, Inc.

by _____
Jeffrey O'Dell, Village Administrator

by _____
Name:

Title:

(Village Seal Seal)

(Company Seal)

Attested

Attested

by _____
Name:

by _____
Name:

Title:

Title:

(Notary Seal)

Address for Giving Notices
Village of Roselle
31 South Prospect Street
Roselle, IL 60172

Address for Giving Notices
Williams Brothers Construction, Inc.
P.O. Box 1366
Peoria, IL 61654

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