

RESOLUTION #16-138

**RESOLUTION AWARDING CONTRACT TO FAST PIPE LINING EAST
FOR THE FY2016 SANITARY SEWER IMPROVEMENT PROJECT
TATUM STREET AND EVERGREEN AVENUE**

WHEREAS, the City of Woodbury solicited bids for the FY2016 Sanitary Sewer Improvement Project – Tatum Street and Evergreen Avenue, the “Project”; and

WHEREAS, the City of Woodbury advertised for bids and received and opened bids on September 21, 2016; and

WHEREAS, the following five (5) bids were received:

Contractor	Base Bid	Alt. A + B Bid	Total Amount
Fast Pipe Lining East	\$337,705.00	\$68,940.00	\$406,645.00
Insituform Technologies	\$370,917.00	\$95,400.00	\$466,317.00
Allstate Power Vac	\$431,614.00	\$104,920.00	\$536,534.00
AM-LINER EAST	\$622,470.00	\$74,860.00	\$697,330.00
National Water Main Cleaning	\$440,128.00	\$83,991.25	\$524,119.25

WHEREAS, the City Engineer has reviewed the bids and by correspondence dated September 22, 2016, has recommended award of the Contract to Fast Pipe Lining East, the low bidder, for the base bid only in the amount of \$337,705.00; and

WHEREAS, the low bid is compliant in all material non-waivable respects; and

WHEREAS, the Chief Financial Officer has certified that funds are available for this project.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Woodbury that:

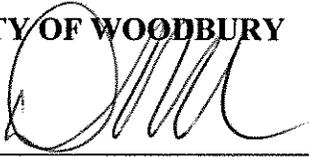
1. The bid is hereby awarded to Fast Pipe Lining East, the low bidder, for the base bid Tatum Street: Manhole No. 23 to Manhole No. 36 and Evergreen Avenue: Manhole No. 12 to Manhole No. 21 only in the amount of \$337,705.00.

2. That the Mayor and/or Administrator is hereby authorized to execute a contract in accordance with the bid specifications, the afore-described bid, and the within Resolution.

ADOPTED at a regular meeting of the Mayor and City Council of the City of Woodbury on September 27, 2016.

CITY OF WOODBURY

By:



DAVID TROVATO,
President of Council

ATTEST:



Roy A. Duffield, City Clerk

AGREEMENT

THIS Agreement, made this 25th day of OCTOBER, 2016 by and between the CITY OF WOODBURY, hereinafter called "OWNER" and Fast Pipe Lining East, Inc. doing business as (an individual) (a corporation) (a partnership) hereinafter called "CONTRACTOR."

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

1. The CONTRACTOR shall commence and complete the construction of the PROJECT –
"FY2016 SANITARY SEWER IMPROVEMENTS"
2. The CONTRACTOR shall furnish all the material, supplies, tools, equipment, labor, and other services necessary for the construction of the PROJECT described herein.
3. The CONTRACTOR shall commence with the work required by the CONTRACT DOCUMENTS immediately after the date of the NOTICE TO PROCEED and will complete the same within **90 calendar days (including holidays)**, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. Liquidated damages will be assessed in the amount of **\$500.00** per calendar day if the work is not complete within **90 calendar days**, as specified in the General Conditions.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the following sum as shown in the BID SCHEDULE (see attached Exhibit 'A'): **\$337,705.00 (Base Bid only)**
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (a) Notice to Bidders
 - (b) Proposal Section
 - (c) BID
 - (d) Surety's Consent
 - (e) BID BOND
 - (f) Qualification Form and Experience, Equipment, & Financial Statement
 - (g) Public Works Contractor Registration Certificate
 - (h) Business Registration Certificates
 - (i) Agreement
 - (j) General Conditions
 - (k) Supplemental General Conditions
 - (l) PAYMENT BOND
 - (m) PERFORMANCE BOND

- (n) MAINTENANCE BOND
 - (o) NOTICE OF AWARD & NOTICE TO PROCEED
 - (p) PLANS prepared by FEDERICI & AKIN, P.A., revised August 18, 2016
 - (q) SPECIFICATIONS prepared by FEDERICI & AKIN, P.A., revised August 18, 2016
 - (r) Addendum No. None (if none, print "None")
 - (s) Progress Schedule
 - (t) Any other written instructions or interpretations by the ENGINEER or OWNER
6. The OWNER shall pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions, such amounts as required by the CONTRACT DOCUMENTS. The CONTRACTOR specifically agrees to the provisions for Liquidated Damages as referred.
7. The CONTRACTOR shall, in addition to naming the OWNER, etc. as insured under the various insurance requirements, shall also include the ENGINEER, Federici & Akin, P.A., Joseph P. Federici, Jr., and Douglas E. Akin; and its employees, and officers as additionally insured.
8. CONTRACTOR agrees that for the purpose of this Agreement, no work shall commence until all policies of insurance; bond or letter of credit, and other sureties shall be posted with the OWNER and duly approved by the OWNER's Solicitor. Accordingly, the CONTRACTOR shall prepare, at the time of submission of said documents, a "transmittal agenda" enumerating all such items required.
9. CONTRACTOR shall take pre-construction photographs and professional video of the work zone, prior to commencement and also notify OWNER of any discrepancies or conflicts between existing conditions and the specifications prior to beginning construction. CONTRACTOR shall also verify the utilities and notify ENGINEER if any discrepancies are found, prior to mobilizing crew.
10. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement, in three (3) copies.

11. CONTRACTOR confirms that the site was carefully inspected during a site visit and that the scope of the PROJECT and the Performance Specifications are understood. It is fully confirmed that the CONTRACTOR agrees to coordinate and cooperate with the OWNER and its ENGINEER along with the property owners and private utility companies to complete the PROJECT.

OWNER: CITY OF WOODBURY

By: William J. Volk, Jr.

Name: William J. Volk, Jr.

Title: Mayor

(SEAL)

ATTEST:

Roy Duffield

Name: ROY A DUFFIELD
(Please Type)

Title: City Clerk

CONTRACTOR: Fast Pipe Lining East, Inc.

By: [Signature]

Name: _____
(Please Type)

Address: 563 Walther Road

Newark, DE 19702

(SEAL)

ATTEST:

[Signature]

Name: Linda L. Cavender
(Please Type)

Title: Sec.

NOTICE OF AWARD

To: FAST PIPE LINING EAST, INC.
563 WALTHER ROAD
NEWARK, DE 19702

Date: September 27, 2016

PROJECT Description: **"FY2016 SANITARY SEWER IMPROVEMENTS"**
TATUM STREET AND SOUTH EVERGREEN AVENUE

The OWNER, CITY OF WOODBURY, has considered the BID submitted by you for the above described WORK in response to its Advertisements for Bids, dated September 21, 2016 and the Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of:
Three Hundred & Thirty-Seven Thousand Seven Hundred and Five Dollars (\$ 337,705.00)
(see Exhibit A attached in Contract Agreement).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND, MAINTENANCE BOND, and CERTIFICATES OF INSURANCE within **five (5) calendar days** from the date of this Notice to you.

Should you fail to execute said Agreement and to furnish said BONDS/LOC within five (5) calendar days from this date, said OWNER shall 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 shall 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 27th day of September, 2016

CITY OF WOODBURY

BY: Paul D Breier
Paul D. Breier, P.E.
TITLE: CITY ENGINEER

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

FAST PIPE LINING EAST, INC.

this the 21 day of October, 2016.

BY: DNOMUN TITLE: CEO