

**BOARD OF PUBLIC WORKS AND SAFETY  
CITY OF NOBLESVILLE**

**DATE:** DECEMBER 19, 2017

**PREVIOUSLY DISCUSSED ITEMS**

**NEW ITEMS FOR DISCUSSION** XXX

**MISCELLANEOUS** \_\_\_\_\_

**ITEM#** #9

**SOURCE:**

**DOCUMENTS PREPARED BY:** KIRK STALEY

**VERBAL:**

**INFORMATION ATTACHED:** XXX

**NO PAPERWORK AT TIME OF PACKETS:**

**BRING PAPERWORK FROM PREVIOUS MEETING:**



To: Board of Public Works & Safety  
From: Kirk Staley / jh  
Date: December 13, 2017  
Re: 2017 CIPP Sanitary Sewer Rehabilitation – EN-290  
Award Construction Contract

---

Bids were opened for the above stated project at the November 21, 2017 meeting. Attached to this memo is a summary matrix of the bid review.

Benchmark Construction Co, Inc. was read low, but they are not prequalified with the Indiana Department of Administration as required per state statute and noted in the advertisement for bids. Benchmark Construction also did not submit documentation of qualifications and experience as required per the special provisions or provide documentation that their liner product met the specifications. Once learning of this, Benchmark Construction withdrew their bid as not to be contentious since their bid did not meet the bid specification and pre-qualification.

Inland Waters Pollution Control, Inc. provide all the required documentation in a very organized manner and is prequalified with the Indiana Department of Administration. Their submitted experience well exceeded the minimum requirements.

See attached complete bid tabulations.

This project will required to restrict on street parking while the sewer lines are being cleaned and lined. Roads will be open to traffic. Traffic will have to pass over road safe by-pass pumping measures. Due to the downtown businesses and operations, the more intensive work is required at night, but will continue into the morning due to the required curing time of the pipe liner. Contract dates were set up so the more invasive work items are after the Holiday season.

**I recommend the Board of Public Works and Safety to award the project to Inland Waters Pollution Control, Inc.**

Your consideration in this matter is appreciated.

December 13, 2017

Award Contract for 2017 CIPP Sewer Rehabilitation EN-290

Page 2 of 2

	Benchmark Construction, Co., Inc	Inland Waters Pollution Control, Inc.
Bid Amount	\$411,381.00	\$490,439.94
IDOA Prequalified (Required per Ad for Bid & IC 4-13.6-4-2.5)	No	Yes
Special Provision SP 7 – Submittal of documentation of material meeting specifications.	No	Yes  Submitted prior to bid.
Special Provision SP 7 – Submittal of documentation of experience based on length of lined pipe	No.  However, it could be possible based on contract values of prior projects, but was required to be provide specifically with their bid.	Yes.  Provided table of length of pipe line by size each year which met the specifications.
Reference Check – Gov’t agency which would recommend award work to respective bidder. Only noted agencies which returned call for reference.	<ul style="list-style-type: none"> <li>Chicago Water Department, Bill Nelson (multi-year contract, 8 miles in 2017)</li> <li>Mark Debriller (sp?) with Beam, Longest, and Neff (BLN), representing Zionsville, IN. (Mark called me after leaving a message for another person with BLN)</li> </ul>	<ul style="list-style-type: none"> <li>Peggy Biggs, Lawson-Fisher representing Mishawaka, IN</li> <li>Nicole McPherson, East Lansing, MI (project on MSU campus &amp; emergency linings/repair)</li> <li>Leo Shanayda, Springfield, OH</li> <li>Mike Eling, City of Toledo, OH</li> </ul>
Reference comment of note	<p>Matt Mann, PE; Director of Engineering and Public Works, Streamwood, IL,</p> <p>“Benchmark is currently finishing up the contract with the Village for about 3 miles of CIPP.</p> <p>Overall they have had good superintendence, been on time and there has been no unreasonable claims for extras or any liens filed.</p> <p>They did have an incident resulting in a fatality that is currently under investigation by OSHA.”</p>	

## CONTRACT

### 2017 CIPP SANITARY SEWER REHABILITATION EN-290

#### NOBLESVILLE, INDIANA

This Contract is dated as the 8th day of December, 20 17.  
between the Board of Public Works and Safety, Noblesville, Indiana  
(hereinafter called **OWNER**)  
and Inland Waters Pollution Control, Inc.  
(hereinafter called **CONTRACTOR**)

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

#### Article 1. WORK

1.1 **CONTRACTOR** shall complete all Work as specified or indicated in the Contract Documents. Project will use cured in place pipe (CIPP) to rehabilitate over 1,000 feet of sanitary sewer in Noblesville.

1.2 The project for which work is to be performed under the Contract Documents is generally described as:

#### 2017 CIPP SANITARY SEWER REHABILITATION

#### Article 2. OWNER

2.1 The Project is being administered by the City of Noblesville – Department of Engineering, which is hereinafter serving as agent for the Board of Public Works and Safety, Noblesville, Indiana. The City of Noblesville – Department of Engineering will assume all duties and responsibilities and will have the rights and authority assigned to **OWNER** under the Contract Documents in connection with completion of the Work.

### **Article 3. CONTRACT TIME**

~~3.1~~ The successful Bidder of the work shall be prepared to complete the furnishing and construction of this project and be substantially completed and ready for use as defined in the Special Provisions.

~~3.2~~ 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 3.1. They also recognize the delays, expense and difficulties involved in proving in legal or arbitration proceedings 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 a penalty) **CONTRACTOR** shall pay **OWNER** per Section 9 (Liquidated Damages) of the Information for Bidder.

### **Article 4. CONTRACT PRICE**

4.1 The **OWNER** shall pay the **CONTRACTOR** for performance of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the established unit price for each separately identified item of Unit Price Work, as described in the Itemized Proposal, multiplied by the final quantity of that item. Based on the estimated quantities of each item and the submitted unit prices, this amount is Four Hundred Ninety Thousand, Four Hundred Thirty Nine and 94/100 Dollars (\$ 490,439.94), which the **CONTRACTOR** agrees to receive and accept.

### **Article 5. PAYMENT PROCEDURES**

**CONTRACTOR** shall submit Applications for Payment. Applications for Payment will be processed by **OWNER**.

5.1 Progress Payments. **OWNER** make progress payment on account of the Contract Price on the basis of **CONTRACTOR's** Applications for

Payments, twice a month during construction as provided below. All progress payments will be on the basis of the progress of the work measured by the schedule of values listed in the Itemized Proposal.

- 5.2 Final Payment.** Upon completion and acceptance of the Work, **OWNER** shall pay the remainder of the Contract Price.

#### **Article 6. INTEREST**

All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

#### **Article 7. CONTRACTOR'S REPRESENTATION**

In order to induce **OWNER** to enter into this Contract, **CONTRACTOR** makes the following representations:

- 7.1 CONTRACTOR** is familiar 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.
- 7.2 CONTRACTOR** has studied carefully all 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 the City of Noblesville – Department of Engineering, in the preparation of the Drawings and which have been identified in the Supplementary Conditions.
- 7.3 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 7.2 as deemed 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.

**7.4 CONTRACTOR** has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

**7.5 CONTRACTOR** has given **OWNER** written notice of all conflicts, errors, or discrepancies that have been discovered in the Contract Documents and the written resolution thereof by **OWNER** is acceptable to **CONTRACTOR**.

#### **Article 8. CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Contract between **OWNER** and **CONTRACTOR** are made a part hereof as is attached to this Contract and consist of the following:

- 8.1 This Contract (Pages 1 to 6, inclusive)
- 8.2 Advertisement for Bids
- 8.3 Information for Bidders
- 8.4 Bid
- 8.5 Bid Bond or Certified Check
- 8.6 Wage Scale Determination
- 8.7 Wage Stipulation Affidavit
- 8.8 List of Suppliers / Subcontractors
- 8.9 Non-Collusion Affidavit
- 8.10 Form 96
- 8.11 E-Verify Affidavit
- 8.12 General Conditions
- 8.13 Supplemental General Conditions
- 8.14 Special Provisions
- 8.15 Payment Bond
- 8.16 Performance Bond
- 8.17 Notice of Intent to Award
- 8.18 Notice to Proceed
- 8.19 Specifications and Drawings prepared and/or issued by the City of Noblesville Engineering Department dated November 7, 2017.
- 8.20 Addenda:
  - No. 1, dated November 15, 2017.
  - No. 2, dated November 16, 2017.
- 8.21 Documents submitted by **CONTRACTOR** prior to Notice of Intent to Award.

- 8.22 Any Modifications, including Change Orders, duly delivered after execution of Contract.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Modification.

## **Article 9. MISCELLANEOUS**

**9.1** Terms used in this Contract which are defined in Article 1 of the General Conditions shall have the meanings indicated in the Supplemental General Conditions.

**9.2** 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.

**9.3 OWNER and CONTRACTOR** each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto, their partners, successors, assigns, and legal representatives in respect to all covenants, contracts and obligations contained in the Contract Documents.

## **Article 10. SAFETY**

**10.1 CONTRACTOR** shall be responsible for the safety of employees at all times and shall provide all equipment to ensure their safety. **CONTRACTOR** shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. **CONTRACTOR** shall hold harmless and indemnify the City of Noblesville from, for, and against any claim of any person in tort,



contract, or otherwise arising out of a job-related injury, whether physical  
of otherwise.

**IN WITNESS WHEREOF**, the parties hereto have signed this Contract in triplicate.  
One counterpart each has been delivered to **OWNER, CONTRACTOR** and **CITY OF  
NOBLESVILLE – DEPARTMENT OF ENGINEERING**. All portions of the Contract  
Documents have been signed or identified by **OWNER** and **CONTRACTOR**.

This Contract will be effective on December 19, 20 17.

**OWNER:**

**City of Noblesville  
BOARD OF PUBLIC WORKS AND SAFETY**

\_\_\_\_\_  
John Ditslear, Mayor

\_\_\_\_\_  
Lawrence J. Stork, Member

\_\_\_\_\_  
Jack E. Martin, Member

Attest \_\_\_\_\_  
Evelyn L. Lees, Clerk

Address for giving notices

16 South 10<sup>th</sup> Street

Noblesville, IN 46060

**CONTRACTOR:** Inland Waters Pollution  
Control, Inc.

\_\_\_\_\_  
(Corporate Seal)

Attest Carrie Baker

Address for giving notices

4086 Michigan Ave

Detroit, MI 48210

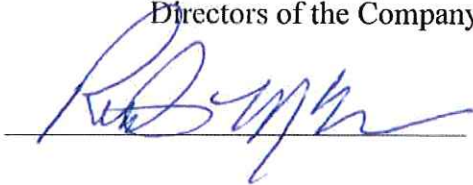
License No. (if applicable)

\_\_\_\_\_  
Agent for service of process

**OFFICER'S CERTIFICATE**  
**OF**  
**INLAND WATERS POLLUTION CONTROL, INC.**  
(the "Company")

The undersigned hereby certifies, on behalf of the Company, as follows:

1. He is the duly elected and qualified Officer of the Company.
2. Each of Rob McCrae, Jignesh Madhani and Wendy Wilkes are duly elected and qualified Officers of the Company, elected by the Board of Directors of the Company on May 18, 2017.
3. Each of Rob McCrae in his capacity as Chief Executive Officer of the Company, Jignesh Madhani, in his capacity as Vice President of the Company and Wendy Wilkes in her capacity as Secretary of the Company is duly authorized, on behalf of the Company, to bid upon and enter into any competitive contract, to execute and deliver any contracts, agreements or documents required in connection with any such Bid (such authority conferred on each of Rob McCrae, CEO, Jignesh Madhani, Vice President and Wendy Wilkes, Secretary, in their capacity as Officers, by the Board of Directors of the Company effective May 18, 2017).

A handwritten signature in blue ink, appearing to read 'Rob McCrae', is written over a horizontal line.

Rob McCrae, CEO  
4086 Michigan Ave.  
Detroit, MI 48210

Dated: November 2, 2017

# ***Benchmark Construction Co., Inc.***

*General Construction / Construction Management / Engineering Services*

Suburban Office:  
2260 Southwind Blvd.  
Bartlett, IL 60103  
(630) 497-1700 Office  
(630) 497-1737 Fax

December 7, 2017

City of Noblesville  
Department of Engineering  
Attn: James J. Hellmann  
16 South 10<sup>th</sup> Street, Ste 155  
Noblesville, Indiana 46060

Re: City of Noblesville – 2017 CIPP Sanitary Sewer Rehabilitation EN-290

Per our phone conversation with Mr. James Hellmann, please take our notice to withdraw our bid for the above referenced project on the basis of the missing liner submittal information.



Benchmark Construction Co., Inc.

## Jim Hellmann

---

**From:** Benchmark Lining <lining@bmk8.com>  
**Sent:** Friday, December 8, 2017 1:17 PM  
**To:** Jim Hellmann  
**Subject:** Benchmark Construction Co., Inc. Notice of Bid Withdrawal  
**Attachments:** BENCHMARK BID WITHDRAWAL-12072017145320.pdf

Mr. Hellmann,

Please see the attached notice of bid withdrawal from Benchmark Construction Co., Inc. for the City of Noblesville - 2017 CIPP Sanitary Sewer Rehabilitation EN-290.

Thank you,

Benchmark Construction Co., Inc.

Project: 2017 CIPP SANITARY SEWER REHABILITATION (EN-290)



Bid Opening: 11/21/2017 9:00 AM

Item No.	Description	Unit	Qty	Benchmark Construction Co., Inc.	Inland Waters Pollution Control, Inc.	Benchmark Construction Co., Inc.	Inland Waters Pollution Control, Inc.
				Unit Price	Unit Price	Extended Price	Extended Price
	BASE BID						
1.0	Maintenance of Traffic	LSUM	1.00	\$ 9,000.00	\$ 10,723.52	\$ 9,000.00	\$ 10,723.52
2.0	Mobilization/Demobilization	LSUM	1.00	\$ 5,000.00	\$ 22,179.54	\$ 5,000.00	\$ 22,179.54
3.0	27 inch CIPP	LFT	957.00	\$ 195.00	\$ 170.44	\$ 186,615.00	\$ 163,111.08
4.0	30 inch CIPP	LFT	37.00	\$ 395.00	\$ 355.76	\$ 14,615.00	\$ 13,163.12
5.0	36 inch CIPP	LFT	84.00	\$ 370.00	\$ 393.96	\$ 31,080.00	\$ 33,092.64
6.0	42 inch CIPP	LFT	290.00	\$ 395.00	\$ 556.39	\$ 114,550.00	\$ 161,353.10
7.0	Service Reconnections	EA	15.00	\$ 200.00	\$ 1,182.93	\$ 3,000.00	\$ 17,743.95
8.0	Video Inspection (Pre and Post)	LSUM	1.00	\$ 505.00	\$ 6,478.78	\$ 505.00	\$ 6,478.78
9.0	Bypass Pumping	LSUM	1.00	\$ 19,500.00	\$ 13,679.97	\$ 19,500.00	\$ 13,679.97
10.0	Pipe Cleaning	LFT	998.00	\$ 12.00	\$ 20.48	\$ 11,976.00	\$ 20,439.04
11.0	Heaving Pipe Cleaning	LFT	370.00	\$ 42.00	\$ 76.96	\$ 15,540.00	\$ 28,475.20
						\$ 411,381.00	\$ 490,439.94