

Regular City Council Meeting

STAFF REPORT



SUBJECT: City Park Sewer Project
MEETING: Regular Business Meeting - 07 JAN 2025
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams, P.E.

RECOMMENDATION:

Staff recommends approval of the agreement with Insituform Technologies, LLC to relocate a 21-inch sewer line to the south side of the Rec. Hall. Due to the location and nature of this project, staff recommends proceeding with urgency.

BACKGROUND:

On December 9, 2024, a sinkhole opened in the northern Rec. Hall parking lot adjacent to Long Street due to a collapse of the 21-inch clay sanitary sewer main, located approximately 10-feet under parking lot pavement. The sinkhole has been covered and the parking lot has been blocked until the new sewer line is installed and the sinkhole cavity can be filled.

PROJECT:

The BuyBoard proposal received from Insituform Technologies, LLC agrees to install a new sanitary sewer line on the south side of the Rec. Hall tying into a line on the west side of the drainage ditch located on the west side of the Rec. Hall. An exhibit showing the layout is enclosed with this report. The new line installation will allow the existing lines to be abandoned. Bonding, insurance, and a one-year warranty are also included. Insituform anticipates 150 calendar days to complete the project.

The city's Street Department will perform the asphalt repairs in the park.

FISCAL IMPACT SUMMARY:

The approved FY24-25 budget allocated \$325,000 for this project and preliminary design work for \$24,500 was underway when the sinkhole appeared. The Insituform proposal project cost is \$717,050.00. The unbudgeted difference of \$416,550 (\$325,000-\$24,500-\$717,050 = -\$416,550.00) will be needed to perform this project.

The Finance Department has confirmed the additional funds required for this project are available in reserves.

ALTERNATIVES:

The following alternatives are provided for council consideration:

1. Do not approve the proposal as presented;

ADVANTAGES:

Approval of the proposal allows the sewer line work to be completed quickly, allows the associated safety concerns to be addressed, and removes antiquated clay sewer lines from service.

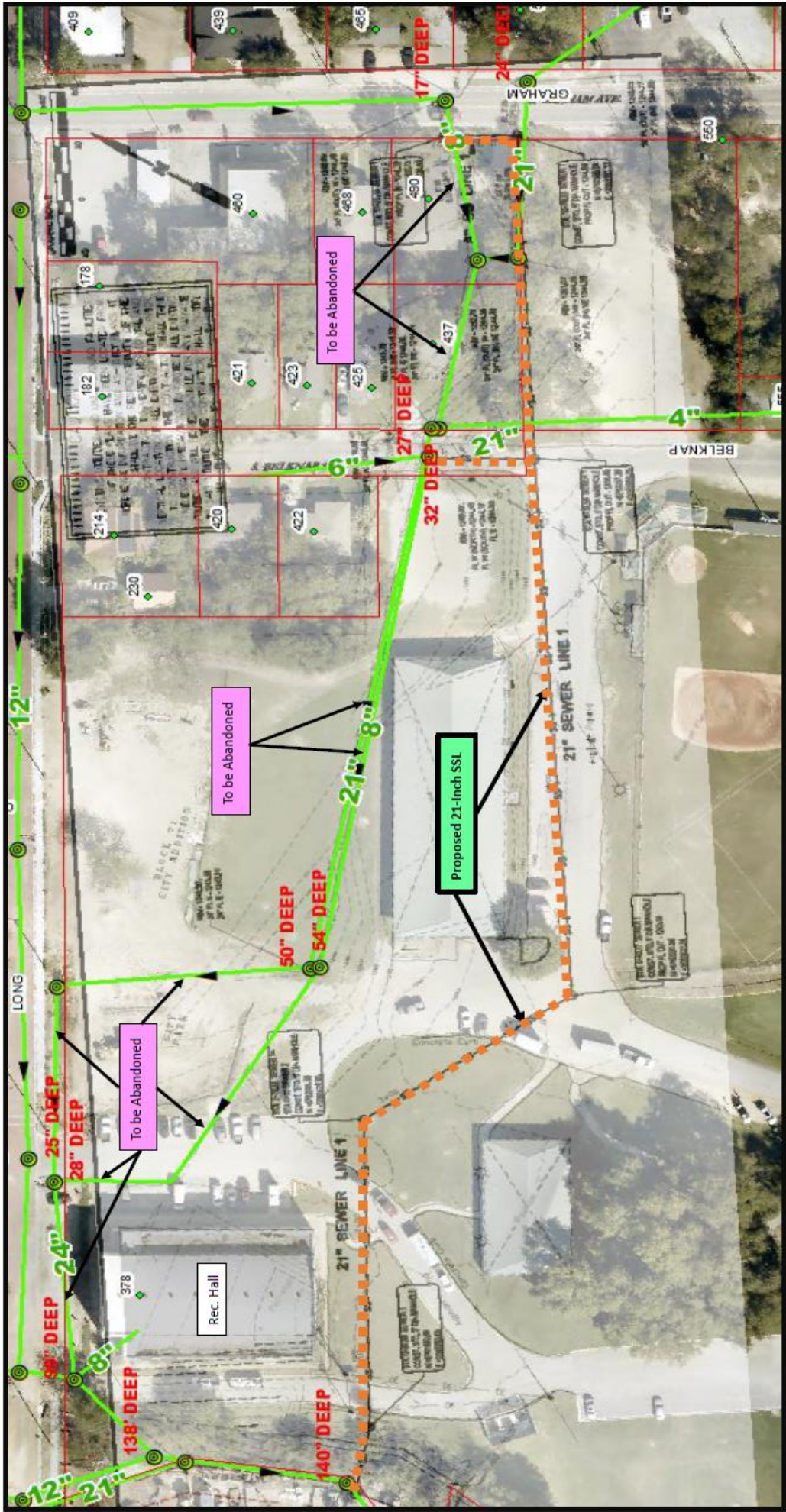
DISADVANTAGES:

The project cost is over the anticipated amount by \$416,550.

ATTACHMENTS:

[City Park Sewer Line Exhibit](#)
[Insituform Technologies, LLC Proposal – City Park - \\$717,050.00](#)

CITY PARK SEWER LINE PROJECT - EXHIBIT





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January 2, 2025

SF#: SO-00200581

Mr. Nick Williams PE
City of Stephenville
298 W Washington St
Stephenville, TX 76401

Buyboard Proposal

Project Name: City of Stephenville, TX – City Park 21" Sewer Replacement
21" Vylon Sewer Pipe by Excavation

INSITUFORM TECHNOLOGIES, LLC herein proposes to furnish all labor, materials, equipment, and services necessary to reconstruct the referenced project (as detailed by the drawings and other information provided by City of Stephenville and Provenance Engineering) utilizing the Local Government Purchasing Cooperative Contract #730-24 administered through the BuyBoard.

ASSUMPTIONS AND QUALIFICATIONS

We have based this proposal on a wall thickness for the proposed Vylon PVC sewer pipe shown in the price.

Where project specifications don't exist, the Buyboard Specifications and/or the City of Stephenville Standard Construction Details (or approved equals) will be utilized.

INSITUFORM TECHNOLOGIES, LLC will supply the City of Stephenville a 1-year Maintenance Bond, Performance and Statutory Bonds, and Certificate of Insurance following acceptance of this proposal per the City of Stephenville requirements provided with the project information.

City of Stephenville will supply the following:

- Permitting.
- Property owner coordination including any impact fees/charges.
- Test lab services.
- Tax-exempt certificate prior to mobilization.
- Asphalt paving.

Insituform will supply the following:

- All excavation for pipe replacement to OSHA standards.
- Connections to existing manholes.
- Complete all restoration necessary.
- Traffic control.
- SWPPP plan and devices as needed.
- Trench safety.

Water shall be provided at no cost to Insituform Technologies, LLC for all construction phases of this project. Insituform Technologies, Inc. will follow all required deposit, backflow prevention, and metering procedures.

Special Notes:

The pricing in this proposal takes into account current material prices and are only good for 30 days. Insituform estimates approximately 150 days to complete the project.

PROPOSAL PRICING

PAY ITEM NO.	DESCRIPTION	QTY	U/M	UNIT PRICE	ESTIMATED AMOUNT
1	Mobilization	1	LS	\$15,000.00	\$15,000.00
2	Install 8" Sewer SDR-35 PVC	150	LF	\$170.00	\$25,500.00
3	Install 21" Closed Profile Vylon PVC Pipe	1,100	LF	\$401.00	\$441,100.00
4	Install 5' Dia. Standard Sewer Manhole upto 6' deep	4	EA	\$10,500.00	\$42,000.00
5	Install 5' Dia. Standard Sewer Manhole over 6' deep	3	EA	\$16,250.00	\$48,750.00
6	Connect to Existing Manholes	5	EA	\$9,500.00	\$47,500.00
7	Trench Safety for Sewer	1,250	LF	\$12.00	\$15,000.00
8	Concrete Encasement at Creek Crossing	40	LF	\$180.00	\$7,200.00
9	Curb, Gutter, & Sidewalk Repair	1	LS	\$10,500.00	\$10,500.00
10	Bypass Pumping	1	LS	\$18,500.00	\$18,500.00
11	Base Repair Under Asphalt	500	LF	\$50.00	\$25,000.00
12	Traffic Control	1	LS	\$6,500.00	\$6,500.00
13	SWPPP	1	LS	\$5,000.00	\$5,000.00
14	Bond & Insurance	1	LS	\$9,500.00	\$9,500.00
Total					\$717,050.00

PROPOSAL INCLUSIONS

The prices stated in this proposal include:

1. Mobilizations and demobilization.
2. PVC SDR 35 sewer pipe and closed profile Vylon PVC sewer pipe.
3. Traffic control.
4. Pit safety with shoring and temporary construction fencings as needed.
5. Valves, Tees, Bends, and Hydrant Assembly for water replacement.
6. Surface restoration.
7. One-year standard construction warranty, Maintenance, Performance, and Statutory Bonds.
8. Certificate of insurance with a standard coverage.

PROPOSAL EXCLUSIONS

Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by **INSITUFORM TECHNOLOGIES, LLC** at your additional cost; or would be furnished by others, at your direction, at no cost to **INSITUFORM TECHNOLOGIES, LLC**:

- a) Water from fire hydrants at designated locations for construction water as needed.
- b) *If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.*
- c) Asphalt paving.
- d) Manhole rehabilitation.
- e) Project permits and/or local licenses with be provided by the Owner or Engineer.
- f) State and local sales and/or use taxes on the value of the project. If you are exempt, please submit the appropriate documentation.
- g) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.

PROPOSAL TERMS AND CONDITIONS

- a) **Limits of Liability.** In consideration of **INSITUFORM TECHNOLOGIES, LLC's** agreement to maintain no less than \$5,000,000 of comprehensive general liability insurance in the form required by the Contract, **INSITUFORM TECHNOLOGIES, LLC's** liability to the Owner for any matter covered by such insurance will be limited to the extent of such insurance and the Owner will indemnify and hold **INSITUFORM TECHNOLOGIES, LLC** harmless from any third party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damages relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.
- b) **LIMITED WARRANTY.** IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN TWO YEARS FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
- c) **MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES.** Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.
- d) **PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT.** This proposal is subject to agreement of the parties on other terms and conditions as are customary in contracts of this nature.
- e) Quantities are estimated. Unit prices apply for actual invoice and payment.
- f) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of project.
- g) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.
- h) Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of **INSITUFORM TECHNOLOGIES, LLC.**
- i) **Conflicts.** In case of conflict between the provision of the aforesaid paragraphs and any other provision in the Contract as ultimately executed the provisions as set forth above shall govern and prevail.

OFFERED BY:

ACCEPTED BY:

INSITUFORM TECHNOLOGIES, LLC

Timothy R. Peterie

SIGNATURE

DATE

**TIMOTHY R. PETERIE
BUSINESS DEVELOPMENT MANAGER**

NAME

**REVIEWED BY:
ANDY OZMENT
AREA VP**

TITLE

ORGANIZATION