

City of Ballwin  
14811 Manchester Road  
Ballwin, MO 63011-3717



Office of the Director of Development/  
Assistant City Administrator

(636) 227-2243  
Fax: (636) 207-2340  
www.ballwin.mo.us

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TO: Mayor, Board of Aldermen and City Administrator Hanson

FROM: Andy Hixson, DoD/ACA

DATE: December 8, 2017

SUBJECT: Sewer Lateral Program Sole Source Contractor

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### Staff Report

**Background:** At the start of the year directions were assigned to examine the Sewer Lateral Repair Program. The City has been running on a shortage of funds since 2005. In order to try and reverse this trend we have tightened down what repairs are done and requested bids for a sole source contractor. The first effort appears to be working. As of this memo, the City still has funds available in 2017 for the Sewer Lateral Program. The next step of awarding a contract to the lowest bid contractor will only aid in this effort by making prices more transparent, consistent and the lowest possible bid. This is in the best interest for both the City and our residents.

We posted the RFP online on November 10<sup>th</sup>, sent it to three (3) separate contractors with whom we have worked with in the past and placed an ad in the St. Louis Business Journal. We received three (3) qualified bids back, two (2) from the ones that we sent out and one (1) who saw the ad in the paper. The sealed bids were opened and read aloud on November 29<sup>th</sup>. Mike Roberts, Chris Hyland, Kathryn Kuelker and I reviewed all bids and came to the same consensus.

**Recommendations:** We recommend awarding the Sewer Lateral Program contract to A&A Sewer LLC., for a contract starting January 1, 2018 and ending December 31<sup>st</sup> 2019.

They have worked with the City for over ten 10 years and have successfully completed approximately two hundred (200) plus jobs. A&A Sewer has met all of the criteria that we requested and were overall the lowest bidder.

BID PROPOSAL FORM

CITY OF BALLWIN  
ST. LOUIS COUNTY, MISSOURI

RESIDENTIAL SEWER LATERAL REPAIR  
PROJECT CALENDAR YEARS 2018 - 2019

November, 2017

TO: CITY OF BALLWIN MISSOURI

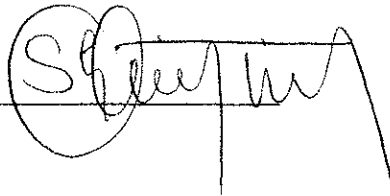
Pursuant to and in compliance with your Request for Bids dated **Wednesday, November 29<sup>th</sup> 2017** and the other documents related thereto, the undersigned hereby proposes to furnish all tool, labor, equipment, and materials and perform all work necessary for undertaking the RESIDENTIAL SEWER LATERAL REPAIR PROJECTS CALENDAR YEARS 2018 - 2019, as all required by and in strict conformance with the Bid Specifications and Addenda No. \_\_\_\_\_ to inclusive at the unit and lump sum prices listed herein.

Company Submitting Bid: A & A Sewer LLC

Company Address: 3574 Brookstone S. Dr. 63129

Company Phone Number: 314-267-6053

Authorized Representative (Print): SONNY GERIMI

Authorized Representative (Signature): 

**Bid Item #1 Camera Inspection of existing house lateral:**

\$ 185 lump sum price for initial camera inspection, service call fee, and detection and surface location marking of a failure or failures or for any additional camera inspection, service call fee, and detection of a failure or failures, if required.

**Bid Item #2 Cable service of existing house lateral:**

\$ 90 lump sum price for cable service in conjunction with or separate of a camera inspection as detailed in Bid Item #1.

**Bid Item #3:**

\$ 1500 lump sum price to include mobilization, permit fees, set up, and any related miscellaneous items per lateral repair application.

**Bid Item #4:**

Excavate and replace deficient four inch (4") or six inch (6") house lateral pipe and fittings using new Schedule 40 sewer pipe and fittings. Price to include all additional fittings, pipe bedding, shoring, compacted backfill, and any other related work for a complete repair.

Unit price bid per foot of replaced lateral pipe at the indicated trench excavation depth:

\$ 24 /ft. @ >15' or less excavation depth

\$ 100 /ft. @ +15" or more of excavation depth

Surcharge unit price to be added to unit prices above for eight inch (8") diameter pipe.

\$ 110 /ft.

**Bid Item #5:**

Install new four inch (4") or six inch (6") yard cleanout stack using new Schedule 40 sewer pipe and including all necessary fittings.

\$ 50 LUMP SUM /ft. @ >15' or less excavation depth

\$ 120 LUMP SUM /ft. @ +15" or more of excavation depth

Surcharge unit price to be added to unit prices above for eight inch (8") diameter pipe.

\$ 110 /ft.

Surcharge unit price to be added to unit prices above for eight inch (8") diameter pipe.

\$ 110 /ft.

**Bid Item #6:**

Remove and replace any existing four inch (4") or six inch (6") depth asphalt or concrete sidewalk pavement necessary to perform a sewer lateral repair. Price to include compacted rock base, dirt backfill, grass seed, straw and other materials and related work for a complete replacement.

4" depth asphalt or concrete sidewalk pavement  
\$ 39 /square yard

6" depth asphalt or concrete sidewalk pavement  
\$ 59 /square yard

**Bid Item #7:**

Remove and replace any existing four inch (4") to eight inch (8") depth asphalt or concrete driveway or street pavement necessary to perform a sewer lateral repair. Price to include compacted rock base, dirt backfill, grass seed, straw, and any other materials and related work for a complete replacement

4" depth asphalt or concrete driveway or street pavement  
\$ 39 /square yard

6" depth asphalt or concrete driveway or street pavement  
\$ 59 /square yard

8" depth asphalt or concrete driveway or street pavement  
\$ 79 /square yard

**Bid Item #10:**

Saw cutting of existing asphalt or concrete pavements, if required

2" -4" depth \$ 9 /lineal foot

5" - 8" depth \$ 15 /lineal foot

**Bid Item #11:**

One inch (1') clean limestone rock as needed for full excavation backfill under pavement areas or as directed.

\$ 10 /ton

**Bid Item #12:**

Rock subgrade excavation (if required)

MSD Class "A" excavation \$ 199 /cubic yard

MSD Class "B" excavation \$ 99 /cubic yard

**Bid Item #13**

Hand excavation labor rate (for non-typical applications).

\$ 85 /hour

**Bid Item #14**

Response times for service.

Typical response time after the City request for initial camera inspections:

1 /days

Typical response time after the City request for initial camera inspection to a mobilization for repairs:

2 /days

Fee for 24 hour emergency service request (if time is less than indicated in Bid Item #13A) for initial camera inspection and if needed, cable service and/or repair mobilization.

\$ 0 /lump sum

**Sample Service Scenarios Based on Proposed Unit Prices**

**Service Scenario No. 1**

Initial camera inspection

Cable Service

Mobilization

Replace 15' of 6" pipe at ten (10) foot depth \$ 24 x 15'

Install 10' high 6" clean out stack

Total

\$ 185  
\$ 90  
\$ 1500  
\$ ~~360~~ 360  
\$ 50  
\$ 2,185<sup>00</sup>

**Service Scenario No. 2**

Initial camera service

Cable service

Mobilization

Replace 30' of 6" pipe at 16' depth \$ 100 x 30'

Install 14' high 6" clean out stack

Second camera inspection

Second cable service

Remove and replace 9 square yards of  
4" concrete driveway pavement

7 tons 1" clean limestone rock

Total

\$ 185  
\$ 90  
\$ 1500  
\$ 3000  
\$ 50  
\$ 0  
\$ 0  
\$ 351  
\$ 70  
\$ 5,246

**Service Scenario No. 3**

Initial camera service

Mobilization

Replace 10' of 6" pipe at 8' depth \$ 24 x 10"

Install 8' high 6" clean out stack

Total

\$ 185  
\$ 1500  
\$ 240  
\$ 50  
\$ 1,975

**Subcontractors:**

Bidder shall list any and all subcontractors who may be used for any portion of the contracted work:

Company Name: N/A

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Scope of work done in the past with this subcontractor:

\_\_\_\_\_  
\_\_\_\_\_

Company Name: N/A

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Scope of work done in the past with this subcontractor:

\_\_\_\_\_  
\_\_\_\_\_

Company Name: N/A

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Scope of work done in the past with this subcontractor:

\_\_\_\_\_  
\_\_\_\_\_

**References:**

Bidder shall provide three (3) references.

City, Firm, or Individual Name: CITY OF WEBSTER GROVES

Contact Information: DON LARSON 314-963-5315

Scope of work done in the past for this reference:

COUNTLESS JOBS OVER PAST 8 YEARS AS THE OWNER OF THE BUSINESS. ANOTHER 10 YEARS AS A LABOR AND FOREMAN.

City, Firm, or Individual Name: ST. LOUIS COUNTY SEWER LATERAL PROGRAM

Contact Information: DAVID PRACHT 314-615-8409

Scope of work done in the past for this reference:

SAME

City, Firm, or Individual Name: CITY OF CREVE COEUR

Contact Information: MATT WOHLBERG

Scope of work done in the past for this reference: 314-442-2084

SAME

CITY OF BALLWIN SEWER Lateral Program

10-20 JOBS A YEAR FOR THE LAST 8 YEARS



Based on the nature of the bids, the City reserves the right to add to or delete any portion of the RESIDENTIAL SANITARY SEWER LATERAL REPAIR PROJECTS. It is understood that authorization to contract for this projects work will be by resolution duly passed by the Ballwin Board of Aldermen.

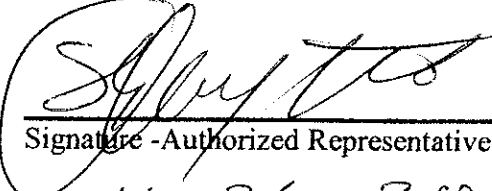
The undersigned agrees that their firm will complete said work for each lateral repair within five (5) calendar days except as provided otherwise in the Bid Specifications after receiving a notice to proceed or allow the City as liquidated damages the sum of Two Hundred Dollars (\$200.00) for each day thereafter. Computation of the calendar days for each lateral repair shall commence on the first (1<sup>st</sup>) day following determination that a repair is necessary.

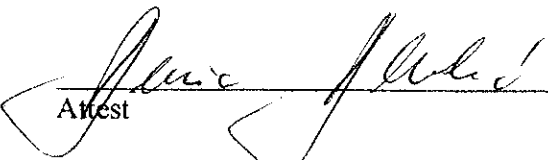
All materials and workmanship furnished by the Contractor in this contract is guaranteed by the Contractor for a period of one (1) year after the date of completion of each lateral repair. Any lateral repair defective by reason of faulty materials and/or workmanship as well as any costs associated with determining a defect within the guaranteed one (1) year period shall be remedied by the Contractor free of cost to the City.

It is understood that the City reserves the right to reject any or all bids, to waive informalities in bidding, and to accept the bid most advantageous to the City. The City is exempt from federal excise and state sales tax. Should the City choose to exercise its tax exempt status, the City will provide the Contractor a Missouri Projects Tax Exemption Certificate.

The undersigned hereby represents that he/she has carefully examined the Bid Documents and will execute the Contract and its items, covenants, and conditions all in strict conformance with the stated requirements. The Bidder acknowledges having filled out and submitted the various affidavits included with this bid packet.

Further, it is understood that this Bid must be submitted before 10:00 a.m. on Wednesday, November 29<sup>th</sup>, in a sealed envelope clearly marked "SEWER LATERAL REPAIR PROJECTS BID" in order to be considered. Bids received after this time will be returned unopened to the Bidder.

  
\_\_\_\_\_  
Signature - Authorized Representative  
11-24-2017  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Attest

AMIRA ALUKIC  
Notary Public - Notary Seal  
STATE OF MISSOURI  
County of St. Louis  
My Commission Expires: January 20, 2020  
Commission #16563861

Being duly sworn in oath and deposed states:

That in connection with this procurement,

The prices in this bid have been arrived at independently, without consolation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor;

The prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening directly or indirectly to any other bidder; or to any competitor; and,

No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

The undersigned further states:

He/She is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he/she has not participated, and will not participate, in any action contrary to (I) (a) through (I) (c) above.

He/she is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I) (a) through (I) (c) above, and as their agent does hereby so certify; and he has not participated, and will not participate in any action contrary to (I) (a) through (I) (c) above.

The Contractor hereby attests to their intent to comply with the Americans with Disabilities Act (ADA).

It is expressly understood that the foregoing statements, representations, and promises are made as a condition to the right of the bidder to receive payment under any award made hereunder.

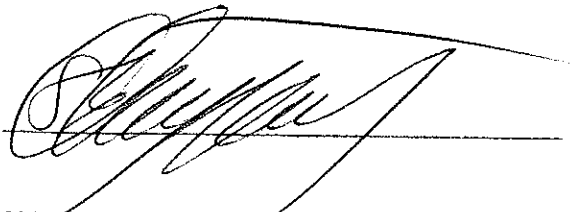
For Corporations

A&A SEWER LLC  
(Name) indicate if corporation, partnership or sole proprietor

OWNER  
(Office held in bidder organization)

(Corporate Seal)

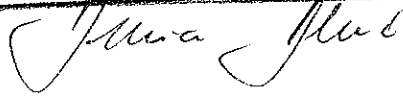
ATTEST: 



SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 24 DAY OF NOVEMBER 2017

STATE OF MISSOURI )  
 ) ss  
COUNTY OF ST. LOUIS )

AMIRA ALUKIC  
Notary Public - Notary Seal  
STATE OF MISSOURI  
County of St. Louis  
My Commission Expires: January 20, 2020  
Commission #16563861



AMIRA ALUKIC  
Notary Public - Notary Seal  
STATE OF MISSOURI  
County of St. Louis  
My Commission Expires: January 20, 2020  
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BID PROPOSAL

Projects: CITY OF BALLWIN in the City of Ballwin.

A&A SEWER LLC, a:  
(Name of Bidder)

(check one)  corporation organized and existing under the laws of the State of MISSOURI  
 partnership  
 individual doing business as LIMITED LIABILITY COMPANY  
 other (specify) \_\_\_\_\_

(hereinafter, the "Bidder"), having carefully examined the Bid Documents including the Plans and Specifications for the Projects, which Bid Documents are hereby made a part of this Bid Proposal, the Projects site and all conditions relating to construction and labor under which the Work will be performed, hereby propose and agree to furnish all necessary machinery, tools, apparatus and other means of construction, and to perform all Work and furnish all the materials specified in the Contract Documents in the manner and time therein prescribed, and in accordance with the Unit Price Extension Sheet attached hereto. The Bidder specifically understands and acknowledges that the quantities given in the following itemized Unit Price Extension Sheet are not guaranteed by the City of Ballwin and are used solely for the purpose of comparing bids and awarding a contract, and may or may not represent the actual quantities encountered on the Projects and that the total price paid for the Work will be adjusted based upon actual quantities of work performed or supplied. Any such adjustments will be made at the unit prices provided in this Bid Proposal.

If notified by the City of Ballwin in writing of the acceptance of this Bid Proposal within ninety (90) days of the scheduled date for receipt of bids, the Bidder agrees to within ten (10) days of receipt of such written notification (i) execute the City-Contractor Agreement to perform the Work for above stated compensation; and (ii) furnish a satisfactory Payment, Performance and Guarantee Bond with a good and sufficient surety in the full amount of the submitted Base Bid set forth on the attached Unit Price Extension Sheet and accepted by the City of Ballwin. The Bidder hereby acknowledges and agrees that in the event of the Bidder's failure to comply in all respects with this paragraph, the accompanying Bid security shall be declared forfeit.

A&A SEWER LLC, BIDDER  
(Legal Name of Person, Firm or Corporation)

[Signature]  
Signature of Authorized Representative

11-29-2017  
Date

[Signature]

Attested by:

AMIRA ALUKIC  
Notary Public - Notary Seal  
STATE OF MISSOURI  
County of St. Louis  
My Commission Expires: January 20, 2020  
Commission #16563861

Typed Name SHEMSI' Aderimi'

[Signature]  
Title OWNER

Title  
3574 BRUOKSTONE S. DR  
Bidder's Street Address

Title 314-267-6053  
Bidder's Telephone Number

St. Louis MO 63129  
City, State, Zip

314-329-6039  
Bidder's Fax Number

**BIDDER'S STATEMENT OF COMPLIANCE (must be submitted with bid proposal)**

The City of Ballwin supports safety and fairness in the workplace. With this in mind, the following responses MUST be included with each bid submitted.

Within the past five (5) years, do you or your company have any past or pending violations of any federal or state laws such as, but not limited to, Occupation Safety & Health Act (OSHA), Missouri Department of Labor and Industrial Relations, and U.S. Department of Labor?

- Yes, we have past violations.
- Yes, we have pending violations.
- ~~No~~, we do not have any past or pending violations.

Provide details relating to any past or pending violations including, but not limited to, dates, projects name and description, owner contact information, detailed description of the past or pending violation, copy of the federal or state agency determination, and evidence of correction measures taken.

A record of past or pending violations may result in the rejection of a contractor's bid.

A&A SEWER LLC  
Company Name

OWNER  
Owner or President

11-29-2017  
Date

## CITY-CONTRACTOR AGREEMENT

THIS CITY CONTRACTOR AGREEMENT (this "Agreement"), is made and entered into as of this 24 day of NOV, 2017, by and between ADA SEWER LLC, a Company having a principal office at 3574 BROOKSTONE S. DR. (the "Contractor"), and the City of Ballwin, a Missouri municipal corporation located in St. Louis County (the "City"). *All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Contract Documents (as hereinafter defined).*

## RECITALS

- A. In response to RFP #17-31 of the City requesting bid proposals for "RESIDENTIAL SANITARY SEWER LATERAL REPAIR" (the "Projects"); the Contractor has submitted a certain Bid Proposal in accordance with the Bid Documents to perform the Work.
- B. After due consideration, the City has accepted the Bid Proposal of the Contractor and the parties hereto desire to enter into this Agreement whereby the Contractor shall undertake the performance of the Work in accordance with the Contract Documents and the City shall pay the Contractor as hereinafter specified.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises hereinafter set forth the City and the Contractor hereby agree as follows:

1. **Contract Documents.** This Agreement shall consist of: (i) RFP#17-31 including, without limitation, the Notice to Contractors, the Instructions to Bidders, the General Conditions, the Plans and Specifications, the Bid Proposal form, the Bid Bond, the proposed City-Contractor Agreement, the Bidders Information Sheet form, and any Exhibits; (ii) Addenda numbered #1; (iii) the Bid Proposal of the Contractor dated Wednesday, November 29<sup>th</sup>, 2017 (the "Proposal"); (iv) the Payment, Performance and Guarantee Bond submitted by the Contractor; and (v) this City-Contractor Agreement and exhibits attached thereto (all of the foregoing collectively referred to as the "Contract Documents" are hereby incorporated in this Agreement by reference).
2. **The Work.** The Contractor shall furnish all labor, materials, tools, equipment and services, and perform and complete the Work required for the Projects in accordance with this Agreement which shall include provision of every item specified in the Contract Documents necessary to complete the Projects as designed.
3. **Time of Completion.** Contractor shall commence work under this Agreement within seven (7) days of receipt of written notice from the City to proceed and shall fully complete all items of the Work within the time set forth in the Contract Documents. The parties

understand that time is of the essence and that the rate of progress and prompt completion are essential conditions, and that in the event the Work is not fully completed within the period provided herein, the Contractor shall pay to the City the sums provided in the Contract Documents.

4. **Guaranty.** The Contractor hereby expressly guarantees the aforesaid Work as to workmanship and quality of materials used in connection herewith for a term of one (1) year, commencing on the date of final acceptance by the City, and binds itself, its successors or assigns, to make all replacements which may become necessary within said period due to construction defects and nonconformity with the Contract Documents. Whenever notified by the City that said replacements are required, the Contractor shall at once make the same as directed at its own expense. If the Contractor does not proceed with such replacements within five (5) days after receipt of written notice, the City may use (and the Contractor agrees and consents to such use) the Maintenance Security to make any necessary repairs to any portion of the Work. Upon expiration of the one (1) year guaranty period, the City shall return to the Contractor the amount of the Maintenance Security, less any amounts used by the City to make replacements in accordance with this paragraph. As stated prior, a 1 year unlimited warranty on the workmanship and materials may be submitted in lieu of the maintenance security deposit.

5. **Compliance with Federal, State and Local Law.** The Contractor shall comply with all applicable federal, state and municipal law requirements for performance under this Agreement including, without limitation, prevailing wage requirements for any work under this Agreement that may be governed by such requirements and any requirements for the employment of laborers from Missouri or nonrestrictive states, if applicable. The Contractor shall not pay less than the most current Department of Labor, or DOL, Wage Determination(s) as found at <http://www.wdol.gov/Index.aspx> for the worker classifications applicable to the work being performed by employees or contractors. The Contractor shall forfeit as a penalty to the City the sum of ten dollars (\$10.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than such stipulated rates for any work done hereunder, by the Contractor or any subcontractor. The Contractor shall abide by all health and environmental requirements imposed by law in performance of its duties. It shall be the obligation of the Contractor to require this provision to be included in all subcontracts.

7. **Taxes.** The City is exempt from federal excise tax and Missouri sales tax and the Contractor shall not charge the same to the City and shall comply in all respects with the Special Sales Tax Provisions of the Contract Documents.

8. **Other Representations, Warranties and Other Covenants by the Contractor.** The Contractor represents and warrants that the Contractor has been engaged in such work as is required for the Projects and has provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises and that the Contractor owns sufficient equipment and engages sufficient personnel to perform the Contractor's obligations under this Agreement. The Contractor further represents and warrants that the Contractor is an equal opportunity employer. The Contractor agrees that the Contractor shall not use in any form or medium the name of the City for any advertising unless the Contractor receives the prior written consent of the City. If necessary, during periods of work the public will be adequately

protected and advised with appropriate signs, barricades and cones as deemed necessary by the City. Parking of equipment or storage of materials on or near the Projects site will be permitted only if adequate protective devices are provided and then only for the minimum time required for any specific job. For any operations involving the purchase and/or drayage of materials, the Contractor will be required to submit lien waivers to the City prior to payment for the work. In addition, the Contractor will be required to submit payroll affidavits to the City attesting that the labor has been paid for work on the Projects at the proper wage scale. These provisions do not apply to any materials, drayage or labor furnished or supplied by the City.

9. **Amendment; Waiver.** No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing signed by an authorized representative of the party against whom such provision as amended or modified or such waiver is sought to be enforced. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition.

10. **Choice of Law.** This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

11. **Headings.** The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

12. **Severability.** The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

13. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

CONTRACTOR

CITY OF BALLWIN

A&A SEWER LLC  
Name

\_\_\_\_\_  
City Administrator

3574 BROOKSTONE  
Address

\_\_\_\_\_  
Attested

St. Louis MO 63129  
City, State, Zip

\_\_\_\_\_  
Date



By: Amira Alukic

COUNTERSIGNED

NOTARY PUBLIC  
Title

AMIRA ALUKIC  
Notary Public - Notary Seal  
STATE OF MISSOURI  
County of St. Louis  
My Commission Expires: January 20, 2020  
Commission #16563861