CON-17-00732

Contract Routing Control Sheet

Water Resources

Contact: Veronica Covert Phone: 3734762

Expense Contract

Tracking#: 12814 **Date Submitted:** 5/16/2017 **Date Needed:** 5/30/2017

Date Started: 6/1/2017 **Est End Date:** 12/31/2020

Contract#: 2017-5170 **Change Order#:** **Lease#:** **Bid#:**

Coliseum#: **NCDOT#:** **Resolution#:** 152-17

Requisition#: 63932 **Email For Pickup:** ☐ **Rush:** ☐

Description: Reimbursement Reidsville High Service Pump Station Construction

Comments: Please return to Veronica Covert\Water Resources.

Vendor: City of Reidsville

Vendor#: 9545

Location:

230 W Morehead St
Reidsville, NC 27320-0000

ENTERED JUL 12 2017 V. COVERT

Account #	CBR	Amount
503-7026-04.5932		$1,419,893.00
	Total:	$1,419,893.00 ✓

Signatures

☑ Dept Director	Reviewed By:		Date: 6/26/17
☑ Finance	Reviewed By:		Date:
☑ Accounting	Reviewed By:		Date: 7-5-17
☑ Attorney	Reviewed By:		Date: 7/10/17
☑ City Manager	Reviewed By:		Date: 7/10/17
☑ Mayor	Reviewed By:	Nancy Vaughan	Date: 7-11-17
☑ Deputy City Clerk	Attested By:	Angela Reed	Date: 7-11-17
☐ Purchasing	Reviewed By:		Date:
☐ CCD	Reviewed By:		Date:

RECEIVED JUN 27 2017

RECEIVED JUL 10 2017 City Manager's Office

RECEIVED JUL 10 2017 LEGISLATIVE DEPARTMENT

Date Printed: 6/26/2017

KW
WG

GREENSBORO

DATE: May 4, 2017

TO: Jim Westmoreland, City Manager

FROM: Steven D. Drew, Water Resources Director

DEPARTMENT: Water Resources

SUBJECT: Reimbursement Contract with CITY OF REIDSVILLE
Reimbursement Reidsville High Service Pump Station Construction

BACKGROUND:

Since 1999, The City of Greensboro has been in an interlocal municipal agreement for the purchase of treated drinking water from the City of Reidsville. Recently, Greensboro and Reidsville have been working together to implement improved high service pumping from Reidsville's Water Treatment Plant to Greensboro's main transmission water line. The goal of the improvements is to provide supplemental finished water to Greensboro by replacing a .5 MGD (million gallons per day) pump and drive with a 1 MGD pump and drive designed to appropriately deliver a more continuous flow than is presently provided. Greensboro's interlocal municipal agreement with Reidsville was recently amended to increase its water purchases from 0.5 MGD to 1 MGD.

On April, the City of Reidsville received bids for the high level pump station. Wharton-Smith is the lowest responsible bidder. They are located out of Sanford, Florida with their local office in Charlotte. Wharton-Smith, Inc. submitted a Base Bid of $1,477,016 and Alternate Bid of $1,482,016. The alternate pump will provide more pumping capacity and would operate closer to the best efficiency point which will result in less wear on the pump in the future.

In accordance with the revised water sales contract with Reidsville, the City of Greensboro is responsible for the total cost of the pump station, less the cost required for the metering of the station which is equivalent to $1,419,893. The metering cost of the project bid to be paid by the City of Reidsville is $62,123.

This reimbursement agreement with the City of Reidsville was approved by City Council in resolution number 157-12 on June 20, 2017.

SPECIFIC ACTION REQUESTED:

It is my recommendation that the City Manager approve this Reimbursement contract with REIMBURSEMENT CONTRACT WITH CITY OF REIDSVILLE for the amount of $1,482,016.00.

BUDGET AND FINANCIAL DATA:

Funds are available in the following account(s):

Account No.	Amount ($)
503-7026-04.5932	$ 1,419,893

SDD/bmb

ID 17-0396
152-17

RESOLUTION APPROVING A REIMBURSEMENT AGREEMENT WITH THE CITY OF REIDSVILLE FOR THE FUNDING OF OPERATIONAL NEEDS REQUIRED TO SUPPORT THE PURCHASE OF TREATED DRINKING WATER

WHEREAS, the City of Reidsville and the City of Greensboro entered into an Agreement dated May 26, 1999 that established the terms and conditions for an upgrade to the Reidsville Water Treatment, the construction of a water transmission line connecting Reidsville to Greensboro, and the terms and conditions for the sale of treated water to Greensboro by Reidsville;

WHEREAS, City Council approved an amendment to the agreement on August 16 of 2016 that increased the minimum purchase to 1 million gallons per day;

WHEREAS, the amendment contained the same purchase water rate basis as the previous agreement and the parties set the rate for Greensboro to sell water to Reidsville in the event that Reidsville needs operational flexibility;

WHEREAS, the parties extended the contract to June 30, 2024;

WHEREAS, a condition of the agreement, required the installation of a variable speed motor controller and associated electrical and instrumentation to meet operational needs;

WHEREAS, according to the agreement, Reidsville shall pay the upfront cost and Greensboro would reimburse for the cost of the infrastructure;

WHEREAS, the construction cost of the new pump enclosure, variable speed motor controller and associated electrical instrumentation is $1,419,893.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO:

That the City is authorized to approve a Reimbursement Agreement with the City of Reidsville for the funding of infrastructure to meet operational needs required to support the purchase of treated drinking water subject to the terms outlined above. The Mayor and/or City Manager and the City Clerk are hereby authorized to execute on behalf of the City of Greensboro a proper contract to carry the agreement into effect, payment to be made in the amount of $1,419,893 from Water Resources Capital Fund Account No. 503-7026-04.5932.

THE FOREGOING RESOLUTION WAS ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENSBORO ON THE 20TH DAY OF JUNE, 2017.

E.H. Dikadson
CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

12814

NORTH CAROLINA
GUILFORD COUNTY

CITY OF GREENSBORO

AMENDMENT TO INTERLOCAL AGREEMENT

REIMBURSEMENT CONTRACT

THIS CONTRACT AND AGREEMENT made and entered into this the 30th day of August 2016, between the City of Reidsville (hereinafter referred to as "Reidsville") by and between the CITY OF GREENSBORO, a body politic and corporate (hereinafter referred to as "Greensboro"

WITNESSETH:

WHEREAS, Greensboro and Reidsville have lengthy history of interlocal cooperation with respect to many matters affecting their mutual interest and the benefit of their respective citizens;

WHEREAS, each of these municipalities own and operate water supply treatment and distribution systems to serve citizens both inside and outside the respective corporate limits;

WHEREAS, Reidsville, a North Carolina Municipal Corporation, and Greensboro, a North Carolina Municipal Corporation, entered into an Interlocal Water Agreement dated September 22, 2009 that established the terms and conditions for the sale of treated water to Greensboro by Reidsville;

WHEREAS, Reidsville and Greensboro have statutory authority to enter into this agreement by virtue of Section 160A-461 of the North Carolina General Statutes;

WHEREAS, Greensboro desires to continue to purchase an additional supply of treated water from Reidsville under the term and conditions contained in this Agreement; and Reidsville is willing to continue to provide and additional supply of treated water at a minimum amount of one million gallons per day (MGD) to Greensboro under the terms and conditions in this Agreement;

WHEREAS, Reidsville shall be responsible for the finished treated water leaving its Water Treatment Facility meeting the North Carolina Safe Drinking Water Act standards and any amendments thereto, and Greensboro shall be responsible for any and all other treatment of water it deems necessary or desirable;

WHEREAS, Greensboro deems it to be in the best interest of its present and future citizens to meet increasing drinking water standards and desires to have improved water quality from Reidsville via equipment updates on the Greensboro pump at the Reidsville Water Treatment Plant;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, the parties do mutually contract and agree to amend the Interlocal Water Agreement dated August 30, 2016, as follows:

1. Reidsville agrees to install a new pump enclosure, pump (1MGD minimum), a variable frequency drive (VFD), and associated electrical and instrumentation on the Greensboro pump for purposes of supplying additional water to Greensboro.

2. Upon completion, the work shall be inspected by Reidsville and also meet the approval of the City of Greensboro's Water Resources Department as appropriate.

3. Reidsville shall oversee all aspects of the installation of the new pump system including but not limited to engineering, design, procurement, construction and all other associated cost with the installation and startup.

4. Reidsville shall provide to Greensboro a reasonable cost estimate for the pump system installation and shall receive Greensboro's approval before any expenditure is undertaken.

5. Each month during the pump system installation, Reidsville shall submit to Greensboro an invoice for reimbursement and such invoice shall contain appropriate proof of cost.

6. Greensboro agrees to reimburse Reidsville on a monthly basis an amount not to exceed $1,419,893 for the costs associated with the construction of the equipment updates.

7. This agreement is not entered into by a way of admission against either party; it shall not operate as a waiver of claim and is designed to make necessary progress toward the water quality needs as required by Greensboro for its citizens.

8. Any term or condition of the contract which by operation or existence is in conflict with applicable Local, State or Federal law shall be rendered void and inoperative. Greensboro and Reidsville agree to accept the remaining terms and conditions.

9. This Agreement is made under, and in all respects shall be interpreted, construed and governed by and in accordance with, the laws of the State of North Carolina. Venue for any legal action resulting from resulting from the Agreement shall lie in Guilford County.

10. Reidsville agrees to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statues at all times during the term of this contract. Reidsville shall also require that all of its sub consultants that perform any work pursuant to this contract comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statues. The terms "Consultant", "Sub Consultant" and "comply" shall have the same meanings intended by Chapter 160A Section 20.1(b) of the North Carolina General Statues. Violations of this E-VERIFY section shall be deemed a material breach of this Agreement and can result in stoppage of the work by the Owner.

11. This Agreement is intended by the parties hereto to be the final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements or Agreements to the contrary heretofore made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and first above written

Reidsville
LIVE SIMPLY. THINK BIG.

Public Works Department
1100 Vance Street
Reidsville, NC 27320
[P] 336-349-1070
[F] 336-634-1738

Administration
Kevin Eason, PE
349-1070

Engineering
Steve Moran, PE
349-1047

Fleet Maintenance
Tony Stowe
349-1078

Public Services
Lindsey Tuttle
349-1077

Solid Waste
Pat Knowles
349-1074

Wastewater Treatment
Ben Bani
349-1102

Water Supply
Scott Jewell
342-4001

To: Preston Mitchell
From: Kevin Eason, PE
Date: May 1, 2017
Re: May 9th Council Agenda Item
Authorization to Award Construction Contract
High Service Level Water Pump Station (GSO)

Background

On April the City received bids for the high level pump station proposed to serve Greensboro with a steady state flow of 1 MGD. We had a successful bid opening with 4 bidders participating. The results were:

Bidder	Base Bid	Alternate Bid
Gilbert Engineering Co.	$1,711,636	$1,723,316
Haren Construction, Inc.	$1,618,000	$1,626,000
Laughlin-Sutton Const. Co.	$1,598,000	$1,606,000
Wharton-Smith, Inc.	$1,477,016	**$1,482,016**

All of the bids were below the Engineer's Estimate of $1,765,000.

Wharton-Smith is the lowest responsible bidder. They are located out of Sanford, Florida with their local office in Charlotte. They are currently finishing up on the clearwell replacement project at Greensboro's Mitchell WTP.

In accordance with the revised water sales contract with Greensboro, Greensboro, Greensboro will be responsible for the total cost of the pump station, less the cost required for the metering of the station. The metering cost of the project bid is $62,123.

Recommendation

It is recommended that the City award the contract to Wharton-Smith, Inc. for the alternate bid amount of $1,482,016. The difference between the two bids is the selection of a pump with a little more pumping capacity and one which operates closer to the pumps best efficiency point which will result in less wear on the pump in the future.

The slight over-sizing of the pump will provide Reidsville the ability to supply water equivalent to approximately 1,300 single-family homes to southern Rockingham County in the future, should that area develop, with the addition of a water tank.

This request for authorization to award and issue the notice to proceed is contingent upon two items:

1. The contract cannot be awarded until the NC PWS Division issues an Authorization to Proceed.
2. The City of Greensboro will have to execute a side agreement with the City of Reidsville in order to properly setup the revenue/expenditure accounts for the project.

Council Request

Upon completion of the two aforementioned conditions,

1. It is requested that Council authorizes the City Manager to execute a construction contract with Wharton-Smith, Inc. in the amount of $1,482,016.
2. It is requested that Council authorize additional $22,123 from the Water Reserve Fund to add to the $40,000 included in the 2017-18 Capital Equipment allocation to provide funds for Reidsville portion of the project (metering).

Attch. Arcadis Recommendation
Certified Bid Tabulation

Cc Chris Phillips, Assistant City Manager / Finance
Angela Stadler, City Clerk

ARCADIS Design & Consultancy for natural and built assets

Mr. Kevin Eason, PE
Director of Public Works
City of Reidsville
1100 Vance Street
Reidsville, NC 27320

Arcadis G&M of North Carolina, Inc.
1 Centerview Drive
Suite 208
Greensboro
North Carolina 27407
Tel 336 292 2271
Fax 336 855 5648

Subject:
Reidsville-Greensboro High Lift Pumping Station
Award Recommendation and Bid Tabulation

WATER DIVISION

Date:
April 28, 2017

Contact:
Mo Pacini

Phone:
336.292.2271

Email:
mo.pacini@arcadis.com

Our ref:
GRRDV001.C001

Dear Mr. Eason:

On April 27, 2017 the scheduled Bid Opening for the subject project was held at the Reidsville City Hall. On that date four (4) bids were received and read aloud. The attached Bid Tabulation indicates the results. The lowest responsive, responsible Bidder was Wharton-Smith, Inc. of Sanford, FL (local office in Charlotte, NC), who holds the appropriate classification of a current Unlimited, Building and Public Utility General Contractor's license (No. 38755). Wharton-Smith offered a base bid in the amount of $1,477,016.00 and an alternate bid in the amount of $1,482,016.00.

The Base Bid is approximately 19% below the Engineer's Opinion of Probable Construction Cost of $1,765,000 estimated during the Final Design Phase.

The Alternate Bid was provided to offer the City an opportunity to select a pump with a higher pumping capacity (approx. 1,025 GPM alternate bid vs. 940 GPM base bid) and one that operates essentially at its Best Efficiency Point (BEP). While the Base Bid pump does operate inside the Preferred Operating Region, it is well left of BEP. Typically, operation as close as possible to BEP is desired to minimize internal forces on the rotating element which improves bearing and seal longevity.

Based on the Alternate Bid price, the City has the option to choose a pump with a higher pumping capacity, as well as a more favorable operating efficiency condition for an additional $5,000.

As required, the Bidder provided Supplemental Unit Prices as listed in the Bid Form. The purpose of the supplemental prices is to have set prices on items which may ultimately be needed but are unforeseen before bidding. These prices are included in the Bid Form, but have no effect on the total Bid price.

Based on our review, it is recommended that the City reject supplemental unit price E2, "Rock Excavation, including disposal" in the amount of $1,650 per cubic yard, due to this unit price being excessive, and *accept* each of the other Supplemental Unit Prices. Should rock excavation become necessary during the project, our recommendation is that the unit price for such work be negotiated as a change to the contract.

Arcadis has worked with Wharton-Smith on other construction projects in the recent past, and they are a well-qualified and reputable construction firm. Therefore, we recommend that the City select either the base bid or the alternate bid as desired and award this contract, accordingly, to Wharton-Smith. Should you concur with our recommendation, we will provide a Notice of Award to be executed by the City and provided to Wharton-Smith.

Please contact me if you have any questions regarding this information.

Sincerely,

ARCADIS G&M of North Carolina, Inc.

Mo Pacini, PE
Project Engineer

Copies:
Steve Moran, City Engineer, Reidsville
Michael Borchers, Deputy Director of Water Resources, Greensboro
Virginia Spillman, Water Resources Engineering Manager, Greensboro
David Hamilton, Project Manager, Arcadis

Enclosures:

Bid Tabulation

City of Reidsville, North Carolina

Water Treatment Plant Improvements - High Lift Pumping Station

BID TABULATION

Bids Opened: April 27, 2017 at 2:00pm

Arcadis G&M of North Carolina, Inc.
CONSULTING ENGINEERS
1 Centerview Dr., Ste. 208
Greensboro, NC 27407
336-292-2271

				Wharton-Smith, Inc. 5601 Seventy Seven Center Dr., Ste. 120 Charlotte, NC 28217 704.525.5695 x5305 NC Lic. No. 38755		Laughlin-Sutton Construction Company 5855 Rudd Station Rd. Browns Summit, NC 27214 336.375.0095 NC Lic. No. 3067		Haren Construction Company, Inc 1715 Highway 411 North Etowah, TN 37331 423.263.5561 NC Lic. No. 7770		Gilbert Engineering Company P.O. Box 828 Statesville, NC 28687 704.872.0986 NC Lic. No. 999	
				BID AMOUNT		BID AMOUNT		BID AMOUNT		BID AMOUNT	
Item No.	Description	Qty	Units	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Lump Sum Bid Price for Metering	1	LS	$62,123.00	$62,123.00	$30,000.00	$30,000.00	$60,000.00	$60,000.00	$44,386.00	$44,386.00
2	Lump Sum Credit Bid Price for PRV Salvage [Deduct]	1	LS	-$750.00	-$750.00	-$750.00	-$750.00	-$750.00	-$750.00	-$750.00	-$750.00
3	Lump Sum Bid Price for Pumping Base Bid	1	LS	$1,410,643.00	$1,410,643.00	$1,563,750.00	$1,563,750.00	$1,553,750.00	$1,553,750.00	$1,663,000.00	$1,663,000.00
4	Lump Sum Bid Price for Testing (Allowance)	1	LS	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
	TOTAL BASE BID PRICE				**$1,477,016.00**		**$1,598,000.00**		**$1,618,000.00**		**$1,711,636.00**
5	Alternative Pumping [Add] [Deduct] *	1	LS		$5,000.00		$8,000.00		$8,000.00		$11,680.00
	TOTAL ALTERNATE BID PRICE				**$1,482,016.00**		**$1,606,000.00**		**$1,626,000.00**		**$1,723,316.00**
	Named Equipment Manufacturers and Subcontractors										
	Base Bid Pumps				Peerless		Goulds		Peerless		Not Listed
	Alternate Bid Pumps				Goulds		Goulds		Goulds		Not Listed
	Control Valves				Cla-Val		Cla-Val		Cla-Val		Not Listed
	Variable Frequency Drives				Not Listed		Not Listed		Allen Bradley		Not Listed
	Instrumentation and Controls				Lord and Co.		Lord and Co.		Not Listed		Lord and Co.
	Electrical Subcontractor				MV Electric		MV Electric		Not Listed		MV Electric
	Supplemental Unit Prices										
E.	Earth Excavation, including backfill		CY		$22.00		$40.00		$15.00		$15.00
E1.	Earth Excavation, including disposal		CY		$39.00		$60.00		$35.00		$20.00
E2.	Rock Excavation, including disposal		CY		$1,650.00		$120.00		$250.00		$170.00
C.	Class AA Concrete, not including reinforcing steel (Wall or Formed)		CY		$770.00		$400.00		$400.00		$425.00
C1.	Class B-2500 Concrete, not including reinforcing steel (Slab or Unformed)		CY		$440.00		$300.00		$300.00		$250.00
C2.	Class B-3000 Concrete		CY		$330.00		$300.00		$325.00		$360.00
C3.	Controlled Low Strength Material (CLSM)		CY		$275.00		$250.00		$250.00		$135.00
R.	Reinforcing Steel		LB		$2.00		$1.30		$1.00		$1.00
B.	Select Fill		CY		$33.00		$75.00		$22.00		$50.00
B1.	General Fill		CY		$28.00		$50.00		$20.00		$40.00
B2.	Subbase Material		CY		$66.00		$75.00		$51.00		$50.00
B3.	Drainage Fill		CY		$66.00		$75.00		$80.00		$55.00
B4.	Pipe Bedding Material		CY		$66.00		$50.00		$56.00		$55.00
P.	Temporary Pavement		SY		$110.00		$20.00		$65.00		$50.00
W.	Wood Supports and Bracing (per thousand feet, board measure)		Mfbm		$6,600.00		$2,500.00		$3,000.00		$2,000.00

This Bid Tabulation is certified to be true and correct
Arcadis G&M of North Carolina, Inc.

By: Mo Pacini, PE

NORTH CAROLINA PROFESSIONAL SEAL 036896 ENGINEER Mauricio M. Pacini

Date: 4/28/17

Highlighting indicates a mathematical correction from orginal >

GREENSBORO

CONTRACT SIGNATURE AUTHORIZATION FORM

Project: Reimbursement Reidsville High Service Pump Station Construction

Vendor: CITY OF REIDSVILLE Amount: $1,419,893.00

Department: **Water Resources**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed on the day and year first above written.

CITY OF REIDSVILLE

By: Preston Mitchell

Title: City Manager

Attest: Angela G. Stalker

Title: City Clerk

(SEAL)

CITY OF REIDSVILLE INCORPORATED 1873 STATE OF NORTH CAROLINA

CITY OF GREENSBORO

Recommended by:

Virginia Spillman, Engineering Manager

Recommended by:

Steven D. Drew
Director, Water Resources Department

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Deputy Finance Officer

Approved as to form by:

Assistant City Attorney

Approval Granted:

City Manager's Office

Nancy Vaughan

Mayor

Attest:

Angela Lord

City Clerk
Deputy