



### AGENDA ITEM EXECUTIVE SUMMARY

|  |  |  |  |
|--|--|--|--|
| Agenda Item:   | Dunstan & Sunset Storm Sewer Installation  |  |  |
| Presenter & Title:   | Bob VanGyseghem, Superintendent of Water & Wastewater<br>Rich Babica, Director of Public Works |  |  |
| Date:  | 11/8/17  |  |  |
| <b>Please Check Appropriate Box:</b>   |  |  |  |
| <input checked="" type="checkbox"/>  | Committee of the Whole Meeting   | <input type="checkbox"/>   | Special Committee of the Whole Meeting                                     |
| <input checked="" type="checkbox"/>  | City Council Meeting   | <input type="checkbox"/>   | Special City Council Meeting   |
| <input type="checkbox"/>   | Public Hearing   | <input type="checkbox"/>   | Other -  |
| Associated Strategic Plan Goal/Objective: Vision 5: Manage resources and assets to effectively deliver core services, provide for capital investment, and meet the community needs and desires. Goal E. Develop and provide funding for capital investments and projects that consider a variety of local capital needs and those mandated by State/Federal Agencies.  |  |  |  |
|  |  |  |  |
| Estimated Cost: \$177,380  |  | Budgeted? <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | Other Funding? <input type="checkbox"/> Yes<br><input type="checkbox"/> No |
| If "Other Funding," please explain how the item will be funded:  |  |  |  |
| <b>Executive Summary:</b>  |  |  |  |
| Bid documents were advertised for the installation of storm sewers at 829 Cheever Avenue and 946 Sunset Road designed by Hampton, Lenzini and Renwick. The installation at 829 Cheever Avenue will replace the 12" storm sewer with an 18" storm sewer. This will complete the upsizing of the storm sewer for the area that began in 2014. The installation at 946 Sunset is a new storm sewer that will address drainage problems in the rear yard of 946 Sunset and adjacent properties. Bids were opened on November 6, 2017 with the low bid submitted by Archon Construction in the amount of \$159,250.00 |  |  |  |
| <b>Attachments:</b> <i>(please list)</i>   |  |  |  |
| <ul style="list-style-type: none"> <li>• Resolution</li> <li>• Engineers Recommendation</li> <li>• Bid Tab</li> </ul>  |  |  |  |
| <b>Recommendation / Suggested Action:</b> <i>(how item should be listed on agenda)</i>   |  |  |  |
| Staff requests that the City Council authorize the City Administrator to enter into a contract with Archon Construction in an amount not-to-exceed \$159,250.00  |  |  |  |

**RESOLUTION NO. 2017-115**  
**RESOLUTION AUTHORIZING EXECUTION OF**  
**Storm Sewer Installation**

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**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS**, as follows:

**SECTION 1:** That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, a contract with Archon Construction, Inc., in the form attached hereto as Exhibit “A”, relating to storm sewer installation.

**SECTION 2:** This Resolution shall become effective from and after its passage as in accordance with law.

**PASSED** by the City Council of the City of Geneva, Kane County, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2017

**AYES: \_\_ NAYS: \_\_ ABSENT: \_\_ ABSTAINING: \_\_ HOLDING OFFICE: \_\_**

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



## Hampton, Lenzini and Renwick, Inc.

Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists  
www.hlrengineering.com

November 7, 2017

Mr. Bob VanGyseghem  
Superintendent of Water & Wastewater  
City of Geneva  
1800 South Street  
Geneva, IL 60134

Re: Dunstan Storm Sewer Improvement  
Bid Results and Recommendation

Dear Mr. VanGyseghem:

The bid letting for the referenced project was held on November 6, 2017, at the City Hall, 22 S. First Street, Geneva, IL 60134. Five contractors submitted bids. The low bid in the amount of \$159,250.00 was submitted by Archon Construction Company Inc., of Addison, Illinois. The bid submittal provided by Archon Construction Company Inc. was complete.

HLR contacted a representative of the City of Elmhurst that was listed as a reference in the bid submittal. The representative indicated that the contractor has been good to work with in the past and they have had no issues.

A copy of the Tabulation of Bids is also enclosed. After verifying the bids and investigating the qualifications of the low bidder, we recommend that the City Council award a contract to Archon Construction Company Inc., in the total amount of \$159,250.00 for the Dunstan Storm Sewer Improvement project.

Should you have any questions or require further information, please contact me at 847.697.6700 or at [rnewkirk@hlreng.com](mailto:rnewkirk@hlreng.com).

Very truly yours,

**HAMPTON, LENZINI AND RENWICK, INC.**

By:

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

Randy Newkirk, P.E.

RGN:day  
Enclosure



Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with the latest Standard Specification for Road and Bridge Construction

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment. All progress payments will be on the basis of the progress of the WORK estimated by the ENGINEER.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representation:

6.1 CONTRACTOR has familiarized himself 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.

6.2 CONTRACTOR has studied carefully all available 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 OWNER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

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

6.4 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the OWNER shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

6.5 The award or execution of all subcontracts by a prime CONTRACTOR and the procurement and negotiation procedures used by such prime CONTRACTOR in awarding or executing such subcontracts shall comply with:

6.5.1 All provisions of federal, State and local law,

6.5.2 All provisions of Illinois Administrative Code Title 35 Section 365.620 with respect to fraud and other unlawful or corrupt practices;

6.5.3 All provisions of Illinois Administrative Code Title 35 Section 365.620 with respect to access to facilities, records and audit or records; and

6.5.4 The provision requiring a certification of compliance with federal Executive Order 12549 regarding debarment, suspension and other responsibility matters.

6.6 CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

## Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- 7.1 This Agreement (Pages 1 to 6, inclusive).
- 7.2 Bid Documents for Dunstan Road Storm Sewer Improvements
- 7.3 Plans for Dunstan Road Storm Sewer Improvements
- 7.4 Addenda Numbers 1 and 2
- 7.5 Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7.

## Article 8. MISCELLANEOUS

- 8.1 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.
- 8.2 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.3 All claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of, or relating to this subagreement or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Illinois.

Article 9. OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement shall become effective on Dec 22, 2017.

**OWNER**

**CONTRACTOR**

by *Jephane*

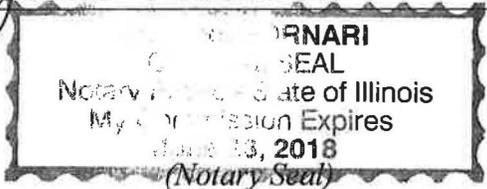
by *Brian*

Attested

Attested

by *Jeanne Ternari*

by *R B L*



Address for Giving Notices

Address for Giving Notices

City of Geneva  
1800 South Street  
Geneva, IL 60134

*Archon Const. Co Inc.  
563 South Route 53  
Addison, Ill. 60101*