



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Approval North First Street Water Main Installation Hogan Design & Construction		
Presenter & Title:	Richard Babica, Director of Public Works		
Date:	April 18, 2018		
<i>Please Check Appropriate Box:</i>			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting		Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting		Special City Council Meeting
<input type="checkbox"/>	Public Hearing		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.			
Estimated Cost: \$65,955.50	Budgeted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<i>If "Other Funding," please explain how the item will be funded:</i> Project will utilize remaining funds available within Water & Wastewater Capital Outlay 630.90.96.95.815.30			
Executive Summary:			
<p>While reviewing the engineering plans for the First Street ROW Homes (northeast corner of Stevens and North First Street), staff identified approximately 190 feet of four-inch water main that would remain in place between the project site and North Street. This segment of four-inch water main would be an isolated section of 1950's era water main in this area. Staff approached the general contractor, Hogan Construction, for an estimate to include the installation of a new eight-inch water main to eliminate this segment. This would not only assist with fire flows within the area, but overall water quality would be improved and there would be no need for a future disruption to the residents to replace the four-inch water main.</p> <p>The public/private partnership would capitalize on utilizing the same traffic control plan, contractor mobilization, contractor efficiencies and limiting disruptions to the public for one construction project. The downside is that by utilizing the project's general contractor, the City would not be able to solicit bids. However, staff has reviewed the attached proposal and found the unit quantities and process to be comparable to similar projects recently let by the City through various projects.</p> <p>Therefore, staff has prepared a Memorandum of Understanding between the City of Geneva and Hogan Design & Construction to complete the installation of the associated</p>			

water main and roadway crossings of Stevens Street and North First Street. This memorandum is currently under review by legal counsel. The city cost for the water main replacement is \$65,955.50.

Attachments: *(please list)*

- Resolution
- Memorandum of Agreement between the City of Geneva and Hogan Design & Construction Corporation

Recommendation / Suggested Action: *(how item should be listed on agenda)*

Staff respectfully requests that the City Council waive competitive bidding and to authorize the City Administrator to sign a memorandum of Understanding with Hogan Design & Construction, pending final legal review, in an amount not to exceed \$65,955.50.

MEMORANDUM OF AGREEMENT

between

THE CITY OF GENEVA AND HOGAN DESIGN & CONSTRUCTION

This MEMORANDUM OF AGREEMENT (MOA), dated April 2, 2018 between the City of Geneva (City), an Illinois municipal corporation, and Hogan Design & Construction Corporation (Hogan) and collectively referred to as "Parties" describes the intentions, agreements and future obligations for water distribution system improvements within the Illinois Department of Transportation's Right of Way along Illinois Route 31 between 327 North First Street to 501 North First Street.

I. INTENTIONS

The Parties have been working to finalize a water distribution system improvement associated with the construction of Hogan's North First Street Townhomes (hereafter referred to as the "Project"). In finalizing this design, the City identified sections of four-inch (4") water main servicing real properties lying to the north of the Project. With the on-site mobilization of construction crews (and sub-contractors) working for Hogan, the Parties determined that a public-private partnership that would be mutually beneficial.

II. MUTUAL AGREEMENT

The City and Hogan agree upon the design features of the water distribution system as shown in Exhibit A [Titled Final Engineering Improvement Plans, First Street ROW Homes, Geneva, Illinois, prepared by Engineering Resources Associates, Inc., dated January 19, 2018. The design includes improvements which provide cost benefits the North First Street Townhome Project as well as the City (Cost Benefit Improvements).

Cost Benefit Improvements to the City include the following items as shown in;

Exhibit B:

Bid documents prepared by Veruna LLC of Elgin, Illinois for Hogan Design and Construction Corp dated April 9, 2018, Beginning on page #4;

1. All costs listed in Letter (A), "Directional Bore N Street & Route 31" in the amount of \$14,567.50. This is one-half (1/2) the net sub-total for this work. The remaining ½ is listed again as Letter (E) on page 5.

2. One-half (1/2) the net cost listed in Letter (B), "Directional Bore Stevens Street in the amount of \$9,665.00.
3. No responsibility with cost sharing for any items associated with Letter (C).
4. No responsibility with cost sharing for any items associated with Letter (D).
5. No responsibility with cost sharing for any items associated with Letter (E).
6. Full responsibility with costs associated with Letter (F) "Open Cut North of the property" in the amount of \$34,053.00.
7. Sub-total underground cost to City of \$58,285.50

Exhibit C:

Construction Proposal prepared by Hogan Design and Construction, of Geneva, Illinois dated April 16, 2018;

1. All costs associated in Letter (A) "City participation" in the amount of \$7,670.00
2. Sub-total restoration cost to City of \$7,670.00

Net Project Cost to City of Geneva of \$65,955.50

Cost Benefit Improvements to Hogan include the following items as shown in Exhibit B

1. No participation with cost sharing for any items associated with Letter (A). This is one-half (1/2) the net sub-total for this work. The remaining ½ is listed again as Letter (E) on page 5.
2. One-half (1/2) the net cost listed in Letter (B), "Directional Bore Stevens Street in the amount of \$9,665.00.
3. Full responsibility with costs associated with Letter (C) in the amount of \$20,217.
4. Full responsibility with costs associated with Letter (D) in the amount of \$5,700.
5. All costs listed in Letter (E), "Directional Bore N Street & Route 31" in the amount of \$14,567.50. This is one-half (1/2) the net sub-total for this work. The remaining ½ is listed as Letter (A) on page 4.
6. Sub-total underground cost to Hogan Design & Construction of \$50,149.50.

Exhibit C:

1. All costs associated in Letter (B) "Hogan responsibilities" in the amount of \$3,474.00
2. Sub-total restoration cost to City of \$3,470.00

Net Project Cost to Hogan Design and Construction of \$53,623.50

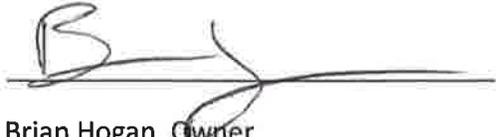
Overall Project Cost of \$119,570.00.

III. RESPONSIBILITIES AND OBLIGATIONS OF PARTIES:

Parties agree to the following responsibilities and obligations:

- A. All work shall comply with all applicable Federal, State, County and Local regulations.
- B. Hogan will secure all necessary permits and inspections for this Project.
- C. This Project is prosecuted pursuant to the City's current Prevailing Wage scales and Hogan shall comply with the Illinois Prevailing Wage Act, including but not limited to maintaining certified payrolls that must be submitted with Payment Requests of the City.
- D. The Letter of Credit supplied by Hogan will be held and maintained by the City in lieu of a Performance Bond. The form of the Letter of Credit and the issuing financial institution must be approved by the City prior to issuance thereof.
- E. Hogan shall post a Certificate of Insurance, in a form acceptable to the City, with the City listing the City of Geneva and its agents as Additionally Insured.
- F. Parties agree to work together to reduce costs associated with this Project including but not limited to the City of Geneva Public Works Department restoring the road pavement for the open cut utility trench on Stevens Street east of Il Rt 31, technical expertise and personnel support as resources allow. All costs associated with personnel/material support will be deducted from City Net Cost on a time and material (T&M) basis.
- H. Parties agree to abide by the terms of this MOA.
- I. **Applicable Law.** This MOA shall be governed by and interpreted under Illinois law.
- J. **Severability.** If any provision of this MOA is held to be invalid or unenforceable, that provision shall be severable, and the remaining provisions of this MOA will be fully enforceable.
- K. **Nonwaiver.** The failure of either party at any time to require the performance by the other party of any provision of this MOA shall in no way affect that party's right to subsequently enforce that provision.
- L. **Entire Agreement.** This MOA embodies the entire agreement between the parties with respect to its subject matter, and it supersedes all prior agreements, whether written or oral. No amendment of this MOA shall be effective unless in writing and signed by both parties.
- M. The signatories to this MOA have fully authority to bind the Parties hereto.

III. SIGNATURES



Brian Hogan, Owner
Hogan Design & Construction
21 N Sixth Street
Geneva, IL 60134



Stephanie K. Dawkins, City Administrator
City of Geneva
102 S. First Street
Geneva, IL 60134

Hogan Design & Construction
21 N. 6Th Street
Geneva Illinois 60134

4/9/2018

Attn: Mr. John Vendafreddo

Re: First Street Row Homes
Geneva, Illinois

Gentlemen:

Enclosed is our unit price bid for the underground utilities on the above referenced project per plans dated 6/23/2017 W/ Latest Revision Dated 1/19/2018

THIS BID IS FIRM FOR THIRTY DAYS FROM THE DATE OF THIS PROPOSAL

Please note the following:

1. Our bid is based on solid earth excavation. If undercutting of unsuitable soil is required, it will be done at a rate to be negotiated.
2. Our bid is based on substantial completion before July 31, 2018.
3. We do not include haul off of spoils in our proposal. We estimate 280 CY of Spoils
4. We only include the connection of field tile shown on the plans and specifications. Any field tile encountered that is not shown on the plan will be handled on a time and material basis.
5. We DO NOT include silt baskets in our pricing. We DO NOT include maintenance the silt baskets.
6. When each area of construction is completed, we will request a field inspection with an owner's representative to confirm that all structures and b-boxes / Valves have been left clean, grouted and staked. We do not accept liability for damage done by others. Any repairs necessary after said inspection shall be done on a Time & Material basis.
7. All structures will be adjusted to final grade as indicated on the Engineer's stakes while we are working on the project. Veruna, LLC. will make every effort to make any minor changes to rim grades while we are on the project at no additional cost. Any rim adjustments that are necessary once we leave the site will be done on a Time & Material basis.
8. Returns to the site in order to complete work delayed due to the actions of others, i.e. stockpiles on the centerline, etc. will be subject to a minimum charge for mobilization. Minimum charges will apply when the work involved requires less than three working days to complete.
9. We do not include handling of special or hazardous waste materials. Should any questionable materials be encountered work will cease in that area until a determination is made by qualified personnel and any necessary remediation is completed. Time lost due to encountering questionable materials will be invoiced on a time and material basis.
10. We include minimal trench dewatering including the use of one 2", portable, gasoline powered pump. Excessive dewatering which requires wells, well points, special pumps, or portable power units will be priced as needed.
11. We do not include the installation, removal or replacing of filter fabric fences which are used as part of the erosion controls. Any damage resulting from work which crosses such fences at or near perpendicular will be repaired by Veruna, LLC.
12. Any changes to the plans will be priced at the unit rates listed herewithin.
13. **There will be no charge for remobilization in the spring to install the roof drains tie ins**
14. **We include Filter Baskets and filter fabric at storm sewer structures.**
15. **Our Directional Bore Unit price for 8" watermain in Clay material is \$184.00 / LF. This is our line item price in our bid above. If the ground conditions are not clay and are gravel material the price will increase to \$399.00 / LF. If the ground conditions are not clay or gravel but are bed rock, the price will increase to \$995.00 / LF.**

• VERUNA LLC

WE DO NOT INCLUDE:

- A) Permits, bonds or connection fees.
- B) Engineering layout (i.e. line and grade stakes)
- C) Removal of surplus excavated material, Stripping or respreading of topsoil
- D) Landscape or Pavement restoration.
- E) Major cleaning of the sewers prior to acceptance by the city / village i.e.. manholes filled with dirt, catchbasin sumps filled with debris or mud, pipes filled with gravel or earthen materials. Such work will be considered extra to the contract.
- F) Cleaning of existing sewers.
- G) Frost Ripping
- H) Tree protection, removal, or replacement.
- I) Pole Bracing

Thank you for the opportunity to bid on this project.

Respectfully submitted:

Ben D'Andrea

P.O.Box 6686 * Elgin, IL 60121 * 630.365.1500

First Street Row Homes

1/19/2018

Geneva, Illinois

OPEN CUT THE WATERMAIN

<u>PAY ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
***SANITARY SEWER BID				
8" PVC C900	100	LF	\$39.00	\$3,900.00
8" PVC 26 - 3034	56	LF	\$36.00	\$2,016.00
6" PVC Sanitary Service Short	5	EA	\$700.00	\$3,500.00
48" Manhole	3	EA	\$2,200.00	\$6,600.00
Sawcut	100	LF	\$5.00	\$500.00
Pavement Removal & Replace	1	LS	\$5,600.00	\$5,600.00
Trench Backfill - 50cy / 60cy	125	TN	\$17.00	\$2,125.00
Air Test, Mandrel Test, & TV Inspection	1	LS	\$1,600.00	\$1,600.00
Vacuum Test Manhole	5	EA	\$275.00	\$1,375.00
Traffic Control	1	LS	\$2,600.00	\$2,600.00
TOTAL SANITARY SEWER				\$29,818.00
***STORM SEWER BID				
6" PVC C900	100	LF	\$30.00	\$3,000.00
6" PVC 26 - 3034	206	LF	\$28.00	\$5,768.00
12" PVC 26 - 3034	142	LF	\$38.00	\$5,396.00
15" PVC 26 - 3034	60	LF	\$44.00	\$2,640.00
24" Inlet	3	EA	\$1,150.00	\$3,450.00
24" Catch Basin	3	EA	\$1,250.00	\$3,750.00
36" Catch Basin	2	EA	\$1,350.00	\$2,700.00
48" Manhole	2	EA	\$2,200.00	\$4,400.00
Connect to 18" Storm Sewer	1	EA	\$2,800.00	\$2,800.00
Down Spout Connection	4	EA	\$250.00	\$1,000.00
Traffic Control	1	LS	\$1,500.00	\$1,500.00
Trench Backfill 90cy / 108cy	180	TN	\$17.00	\$3,060.00
Pavement Removal & Replace	1	LS	\$4,800.00	\$4,800.00
Sawcut	100	LF	\$5.00	\$500.00
TOTAL STORM SEWER BID				\$44,764.00

Please Sign And Date If You Accept This Bid Proposal

A HOGAN DESIGN BUILD COST SHARING

*****WATERMAIN BID PHASE 1 - Directional Bore N. Street & Route 31**

8" DIP - Directional Bore In Clay Material @ N. Street & Rt. 31	40	LF	\$192.00	\$7,680.00
8" GV & 4' VLT	0.5	EA	\$3,400.00	\$1,700.00
Trench Backfill - 190 cy / 380 cy	25	TN	\$17.00	\$425.00
Connect to Existing Watermain	0.5	EA	\$1,950.00	\$975.00
Sidewalk Removal	5	LF	\$2.50	\$12.50
Sawcut	15	LF	\$5.00	\$75.00
Pavement Removal & Replace	0.5	LS	\$4,800.00	\$2,400.00
Haul Material Offsite	2	LDS	\$275.00	\$550.00
Traffic Control	0.5	LS	\$1,200.00	\$600.00
Testing & Chlorinating	0.5	LS	\$300.00	\$150.00

\$14,567.50

B *WATERMAIN BID PHASE 2 - Directional Bore Stevens Street**

8" DIP - Directional Bore In Clay Material @ Stevens Street	50	LF	\$192.00	\$9,600.00
8" GV & 4' VLT	1	EA	\$3,400.00	\$3,400.00
Connect to Existing Watermain	1	EA	\$1,950.00	\$1,950.00
Abandon Existing Watermain & Cap	1	EA	\$900.00	\$900.00
Sidewalk Removal	48	LF	\$2.50	\$120.00
Trench Backfill - 190 cy / 380 cy	90	TN	\$17.00	\$1,360.00
Haul Material Offsite	4	LDS	\$275.00	\$1,100.00
Traffic Control	1	LS	\$600.00	\$600.00
Testing & Chlorinating	1	LS	\$300.00	\$300.00

\$19,330.00

C *WATERMAIN BID PHASE 3 - Open Cut in front of property**

8" DIP - OPEN CUT	168	LF	\$54.00	\$9,072.00
Sidewalk Removal	150	EA	\$2.50	\$375.00
Haul Concrete Sidewalk Offsite	1	LDS	\$275.00	\$275.00
Sawcut	30	LF	\$5.00	\$150.00
Trench Backfill - 190 cy / 380 cy	260	TN	\$17.00	\$4,420.00
Haul Material Offsite	15	LDS	\$275.00	\$4,125.00
Traffic Control	1	LS	\$1,500.00	\$1,500.00
Testing & Chlorinating	1	LS	\$300.00	\$300.00

TOTAL WATERMAIN

\$20,217.00

D *WATERMAIN BID PHASE 4 - Open Cut North of the property**

8" DIP - OPEN CUT	0	LF	\$54.00	\$0.00
6" DIP w/ Poly	0	LF	\$36.00	\$0.00
Fire Hydrant	0.5	EA	\$3,800.00	\$1,900.00
Remove Existing Hydrant	0	EA	\$2,100.00	\$0.00
Sidewalk Removal	0	EA	\$2.50	\$0.00
Haul Concrete Sidewalk Offsite	0	LDS	\$275.00	\$0.00
Sawcut	0	LF	\$5.00	\$0.00
Trench Backfill - 190 cy / 380 cy	0	TN	\$17.00	\$0.00
Haul Material Offsite	0	LDS	\$275.00	\$0.00
1 1/4" Short Water Service - From the main to B-Box Only	0	EA	\$1,250.00	\$0.00
New Copper Water Service On Adj. Home to The North W/ TBF & Hauloff	1	EA	\$3,800.00	\$3,800.00
Traffic Control	0	LS	\$1,500.00	\$0.00
Testing & Chlorinating	0	LS	\$350.00	\$0.00

TOTAL WATERMAIN

\$5,700.00

Please Sign And Date If You Accept This Bid Proposal

P.O.Box 6686 * Elgin, IL 60121 * 630.365.1500

(E) HOGAN DESIGN BUILD COST SHARING W/ GENEVA

*****WATERMAIN BID PHASE 1 - Directional Bore N. Street & Route 31**

8" DIP - Directional Bore In Clay Material @ N. Street & Rt. 31	40	LF	\$192.00	\$7,680.00
8" GV & 4' VLT	0.5	EA	\$3,400.00	\$1,700.00
Trench Backfill - 190 cy / 380 cy	25	TN	\$17.00	\$425.00
Connect to Existing Watermain	0.5	EA	\$1,950.00	\$975.00
Sidewalk Removal	5	LF	\$2.50	\$12.50
Sawcut	15	LF	\$5.00	\$75.00
Pavement Removal & Replace	0.5	LS	\$4,800.00	\$2,400.00
Haul Material Offsite	2	LDS	\$275.00	\$550.00
Traffic Control	0.5	LS	\$1,200.00	\$600.00
Testing & Chlorinating	0.5	LS	\$300.00	\$150.00
				\$14,567.50

(F) *WATERMAIN BID PHASE 4 - Open Cut North of the property**

8" DIP - OPEN CUT	190	LF	\$54.00	\$10,260.00
6" DIP w/ Poly	18	LF	\$36.00	\$648.00
Fire Hydrant	0.5	EA	\$3,800.00	\$1,900.00
Remove Existing Hydrant	1	EA	\$2,100.00	\$2,100.00
Sidewalk Removal	150	EA	\$2.50	\$375.00
Haul Concrete Sidewalk Offsite	2	LDS	\$275.00	\$550.00
Sawcut	40	LF	\$5.00	\$200.00
Trench Backfill - 190 cy / 380 cy	260	TN	\$17.00	\$4,420.00
Haul Material Offsite	20	LDS	\$275.00	\$5,500.00
1 1/4" Short Water Service - From the main to B-Box Only	5	EA	\$1,250.00	\$6,250.00
New Copper Water Service On Adj. Home to The North W/ TBF & Hauloff	0	EA	\$3,800.00	\$0.00
Traffic Control	1	LS	\$1,500.00	\$1,500.00
Testing & Chlorinating	1	LS	\$350.00	\$350.00
TOTAL WATERMAIN				\$34,053.00

Please Sign And Date If You Accept This Bid Proposal



EXHIBIT C

17100 1st St
 Tempe, AZ 85281
 480.833.9100
 480.833.9100
 480.833.9100
 480.833.9100
 480.833.9100

Estimate

Estimate No: 603
 Date: 04/16/2018

Form: Hogan Design & Construction

Description	Quantity	Rate	Amount
(A) City participation Side walk, asphalt yard restoration on property south of 401 N 1st St property Yard restoration from directional boarding	1	\$7,670.00	\$7,670.00
(B) Hogan responsibilities Side walk restoration in front of property and at Stevens St crossing	1	\$3,474.00	\$3,474.00
Subtotal			\$11,144.00
Total			\$11,144.00

Hogan Design & Construction agree to complete the above work in a professional and timely manner. This contract covers the entire scope of the work included.

X
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