



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Sanitary Sewer Lining		
Presenter & Title:	Bob VanGyseghem, Superintendent of Water and Wastewater.		
Date:	8/22/18		
Please Check Appropriate Box:			
<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 -
Estimated Cost: \$250,000	Budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Executive Summary:			
<p>Geneva combined one bid document with the cities of St. Charles and Batavia for sanitary and storm sewer lining. This is the third time the three communities have jointly bid out work for sewer lining. Bids were opened on July 2, 2018 with the low bidder being Hoerr Construction, Inc. Hoerr Construction was the low bidder last year and staff found their work to be in accordance with the specifications.</p> <p>The total footage of sanitary sewer lined under the proposed contract will be 5,915 feet. The total contract price for Geneva from the overall low bidder is \$245,375.35 but does not include heavy cleaning if needed. Heavy cleaning would be for significant roots, grease, or mineral deposits.</p> <p>Staff is requesting that the overall contract awarded not exceed \$250,000.00 which will cover any heavy cleaning necessary to line the sanitary sewer.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution • Bid Tab 			
Voting Requirements:			
<p><i>This motion requires 6 affirmative votes for passage.</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie votes; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <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 Hoerr Construction, Inc. in an amount not-to-exceed \$250,000.00			

RESOLUTION NO. 2018-90
RESOLUTION AUTHORIZING EXECUTION OF
Sanitary Sewer Lining Contract

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 Hoerr Construction, Inc., relating to sanitary sewer lining.

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 _____, 2018

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this ____ day of _____, 2018.

Mayor

ATTEST:

City Clerk

SECTION 00500

AGREEMENT

THIS AGREEMENT is dated as the 4th day of Sept. in the year **2018** by and between the **City of Geneva** (hereinafter called OWNER), and **Hoerr Construction, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all WORK as specified or indicated in the Contract Documents.

WORK is generally described as follows:

This project consists of approximately 5,915 linear feet of Sanitary Sewer Lining in various sizes of cured-in-place pipe lining (CIPP). Work shall include the lining of sanitary sewer as well as the reinstatement of service laterals, grouting of service laterals, sanitary sewer cleaning and pre and post construction sanitary sewer televising.

Article 2. ENGINEER

The City of Geneva, Illinois (hereinafter called OWNER), will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the WORK in accordance with the Contract Documents.

Article 3. CONTRACT TIME

All WORK shall be substantially complete by November 30, 2018 for the City of Batavia and by March 31, 2019 for the Cities of Geneva and St. Charles. Final Completion must occur by December 31, 2018 for the City of Batavia and by April 30, 2019 for the Cities of Geneva and St. Charles.

3.1 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the WORK is not completed within the time specified in Article 3 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **two hundred fifty dollars and zero cents (\$250.00) for each day that expires after the time specified in Article 3 for Substantial Completion until the WORK is fully operational and tested. The CONTRACTOR shall pay the OWNER an additional two hundred fifty dollars and zero cents (\$250.00) for each day that expires after the time specified in Article 3 for Final Completion until**

WORK is accepted by OWNER. At the option of the OWNER damage amounts may be deducted, on a monthly basis, from the contract balance.

- 3.2 The contract time may be changed only by a change order. For each change order, CONTRACTOR shall submit to the OWNER for review, sufficient reason for delay to enable the OWNER to ascertain the necessity and reasonableness of the delay, and the allow ability and eligibility of delay proposed.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for performance of the WORK in accordance with the Contract Documents in current funds as follows:

- 4.1 Payment shall be made on the basis of the monthly estimates of partial completion, approved by the OWNER, except as otherwise provided in the detailed specifications for each class of WORK.
- 4.2 The contract price may be changed only by a change order. For each change order, CONTRACTOR shall submit to the OWNER for review, sufficient cost and pricing data to enable the OWNER to ascertain the necessity and reasonableness of costs and amounts proposed, and the allow ability and eligibility of costs proposed.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.

- 5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment, on or about the second Wednesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the WORK estimated by the OWNER.
- 5.1.1 Prior to Substantial Completion progress payments will be in an amount equal to 90% of the WORK completed, and 90% of materials and equipment not incorporated in the WORK but delivered and suitably stored, less in each case the aggregate of payments previously made.
- 5.1.2 Upon Substantial Completion and thereafter, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as OWNER shall determine in accordance with Paragraph 14.07 of the General Conditions.
- 5.2 Final Payment. Upon final completion and acceptance of the WORK in accordance with Paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said Paragraph 14.07.

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 made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 6.2 as he deems necessary for the performance of the WORK at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 6.5 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.
- 6.6 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.
- 6.7 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:
 - 6.7.1 All provisions of federal, State and local law,
 - 6.7.2 All provisions of Illinois Administrative Code Title 35 Section 365.620 with respect to fraud and other unlawful or corrupt practices;
 - 6.7.3 All provisions of Illinois Administrative Code Title 35 Section 365.620 with respect to access to facilities, records and audit or records; and

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

6.8 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 Exhibits to this Agreement
- 7.3 Contract, Payment and Performance Bonds
- 7.4 Notice of Award.
- 7.5 Notice to Proceed.
- 7.6 General Conditions.
- 7.7 Supplementary Conditions.
- 7.8 Specifications bearing the title "2018 Sewer Lining Project".
- 7.9 Location Maps, consisting of "2018 Sewer Lining Project" as prepared by the City of St. Charles, Geneva, & Batavia.
- 7.10 Addenda No's
- 7.11 CONTRACTOR's Proposal (Pages 1 to 10, inclusive).
- 7.12 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 7.13 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. The Contract Documents may only be altered, amended or repealed pursuant to Section 3.04 of the General Conditions.

Article 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

8.2 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.

8.3 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.

8.4 All claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of, or relating to this sub-agreement 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 Sept. 4, 2018.

OWNER

CONTRACTOR

by Stephanell

by Mox A. [Signature]

(Corporate Seal)

(Corporate Seal)

Attested

Attested

by [Signature]
City Clerk

by [Signature]

(City Seal)

Rebecca C. Wiegand
(Notary Seal)

Address for Giving Notices

Address for Giving Notices

City of Geneva
1800 South Street
Geneva, IL 60134

Hoerr Construction, Inc.
P.O. Box 65
Goodfield, IL 61742





City of Geneva Check Request

Date 1-18-19 Date Needed 2-4-19

Vendor HOERR CONSTRUCTION Vendor # _____

Address P.O. BOX 65
1416 COUNTY ROAD 200 N
GOODFIELD, IL 61742

Check Processing Information
Mail Check <input type="checkbox"/> Return to Department <input checked="" type="checkbox"/> Employee <input type="checkbox"/>
Justification for Choosing Vendor
Lowest Price <input type="checkbox"/> Council Approved <input type="checkbox"/> Other <input type="checkbox"/>
Reason _____

Paid Advance of Council Approval
Yes* <input type="checkbox"/> No <input checked="" type="checkbox"/> Date Required _____
*Requires City Administrator's Approval

Account Number	Amount	Description
630.90.96.95-815.35	\$ 209,573.61	Sanitary Sewer Lining
	-\$ 20,957.36	retainage
		1 of 2 payments
Total:	\$ 188,616.25	

Purpose _____

Approval BV _____
Division Finance Manager

Department City Administrator

Clear



UTILITY CONTRACTORS
 P.O. Box 65
 1416 County Road 200 N
 Goodfield, IL 61742

Office: (309) 691-6653
 FAX: (309) 508-7990

Invoice # 119-045

JANUARY 18, 2019

CITY OF GENEVA
 22 S. FIRST STREET
 GENEVA, IL 60134

RE: 2018 SEWER LINING
 CONTACT: JAMES CHILDRESS
 CONTRACT AMOUNT: NTE \$250,000.00
 PAY REQUEST #: 1
 HOERR'S JOB: 18069

#	DESCRIPTION	PLANNED QTY	CURRENT QTY	PREVIOUS QTY	TOTAL QTY	UNIT	UNIT PRICE	BILLED THIS REQUEST	PREVIOUS BILLINGS	TOTAL BILLINGS
1	TELEWISE, CLEAN & LINE 6" CIPP - SS	920.0	943.1	0.0	943.1	LF	\$ 32.40	\$ 30,556.44	\$ -	\$ 30,556.44
2	TELEWISE, CLEAN & LINE 8" CIPP - SS	3685.0	4073.3	0.0	4073.3	LF	\$ 28.69	\$ 116,862.98	\$ -	\$ 116,862.98
3	TELEWISE, CLEAN & LINE 10" CIPP - SS	0.0	0.0	0.0	0.0	LF	\$ 40.49	\$ -	\$ -	\$ -
4	TELEWISE, CLEAN & LINE 12" CIPP - SS	1060.0	1031.6	0.0	1031.6	LF	\$ 31.99	\$ 33,000.88	\$ -	\$ 33,000.88
5	TELEWISE, CLEAN & LINE 15" CIPP - SS	250.0	253.9	0.0	253.9	LF	\$ 51.49	\$ 13,073.31	\$ -	\$ 13,073.31
6	INTERNAL SERVICE LATERAL REINSTATEMENTS	97.0	101.0	0.0	101.0	EACH	\$ 80.00	\$ 8,080.00	\$ -	\$ 8,080.00
7	PROTRUDING TAP REMOVAL	6.0	0.0	0.0	0.0	EACH	\$ 300.00	\$ -	\$ -	\$ -
8	TEST & SEAL LATERAL SERVICE CONNECTIONS, 36" LENGTH	72.0	0.0	0.0	0.0	EACH	\$ 440.00	\$ -	\$ -	\$ -
9	CHEMICAL GROUT	5.0	0.0	0.0	0.0	GAL	\$ 20.00	\$ -	\$ -	\$ -
10	TELEWISE, CLEAN & LINE 12" CIPP - SW	0.0	0.0	0.0	0.0	LF	\$ 60.00	\$ -	\$ -	\$ -
11	TELEWISE, CLEAN & LINE 15" CIPP - SW	0.0	0.0	0.0	0.0	LF	\$ 88.00	\$ -	\$ -	\$ -
12	TELEWISE, CLEAN & LINE 21" CIPP - SW	0.0	0.0	0.0	0.0	LF	\$ 72.00	\$ -	\$ -	\$ -
13	TRAFFIC CONTROL	1.0	1.0	0.0	1.0	LUMP SUM	\$ 8,000.00	\$ 8,000.00	\$ -	\$ 8,000.00
14	HEAVY CLEANING (AS REQUIRED)	0.0	0.0	0.0	0.0	PER HOUR	\$ 480.00	\$ -	\$ -	\$ -

\$ 209,573.61 \$ - \$ 209,573.61

TOTAL PROJECT TO DATE ... \$ 209,573.61
LESS PREVIOUS BILLINGS ... \$ -
SUBTOTAL ... \$ 209,573.61
LESS 10% RETENTION ... \$ (20,957.36)
AMOUNT DUE THIS INVOICE ... \$ 188,616.25

TERMS: Net 30 days. A service charge of 1 1/2% per month (18% per year) will be charged on all past due invoices.