



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Fuel System Upgrades		
Presenter & Title:	Nate Landers, Superintendent of Streets, Fleets, and Facility		
Date:	November 6, 2023		
Please Check Appropriate Box:			
<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: ES-III, EMS-II			
Estimated Cost: \$ 265,000	Budgeted?	<input checked="" type="checkbox"/> Yes <input 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>			
Executive Summary:			
<p>The FY 2024 budget allocates \$300,000 for upgrades to the city's current fuel dispensing system. All city vehicles and equipment utilize this site for fueling purposes. In 2022 staff was informed that the dispensing system installed in 1999, is no longer being supported for software or parts replacements. Shortly thereafter, a new requirement by the State Fire Marshall indicated that the fuel pumps would need to be dug up, removed, and placed into a double wall containment system by the end of calendar year 2025. As such, staff began researching and weighing options to continue with underground storage tanks or move to above ground storage tanks. During the research period it was also noted that the storage tanks are coming to the end of their service life and would need to be removed and replaced in 2028 per state code. Given the mandated removal and replacements and the annual cost for tank testing and monthly required inspections, the decision was made to move forward with above ground storage tanks.</p> <p>An RFP was issued to include the removal of the fuel system, potential remediation of soils, and installation of one above ground storage tank with new dispensing units and tracking software. Two proposals were received with Petroleum Technologies Equipment submitting the lowest proposal in the amount of \$265,000. A 10% contingency is recommended to account for any unseen field changes that may occur. Any field changes (change orders) must be approved by the City Administrator to be applied to the contingency.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Bid Tab & Resolution 			
Voting Requirements:			
<p><i>This motion requires a simple majority of affirmative votes for passage. (City Council Only)</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the alderpersons has resulted in a tie; (b) when one half of the alderpersons elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; 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 the item should be listed on agenda)</i>			
Recommend Approval of Resolution Authorizing the City Administrator to Execute a Contract with Petroleum Equipment Technologies for a total not-to-exceed amount of \$291,500.			

RESOLUTION NO. 2023-110

**RESOLUTION AUTHORIZING EXECUTION OF
Contract with Petroleum Technologies Equipment
for Fuel System Upgrades**

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 PTE, relating to the fuel system upgrade at the public works facility in the amount of \$265,000.

SECTION 2: That the City Administrator is further authorized to approve any necessary change orders up to 10% for a total contract price not-to-exceed \$291,500.

SECTION 3: 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 6th day of November, 2023

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

Approved by me this 6th day of November, 2023.

Mayor

ATTEST:

City Clerk

CONTRACT

THIS AGREEMENT, made and entered into this 07th day of November 2023, by and between the City of Geneva organized and existing under and by virtue of the laws of the State of Illinois,

known as the party of the first part, hereinafter designated as the Owner, and **Petroleum Technologies Equipment** his or their executors, administrators, successors or assignees, party of the second part, hereinafter designated as the Contractor.

WITNESSETH: That the said Contractor has covenanted, contracted, and agreed, and by these presents does covenant, contract and agree with the said Owner for and in consideration of the payments and agreements provided in the proposal hereto attached, and under the penalty expressed in the bond hereto attached, at his proper cost and expense to do all work and furnish all materials, tools, labor and all appliances and appurtenances called for by the plans and specifications hereto attached, free from all claims, liens and charges whatsoever, in the manner and under the conditions hereinafter specified.

The work done and equipment and materials furnished shall be strictly pursuant to and in conformity with the specifications and the plans, which plans are signed and accompany this contract and these specifications. The specifications and plans prepared by the said Owner are intended to cooperate and all specifications, plans, drawings and prints furnished by the Contractor shall cooperate herewith. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of the said specifications, plans drawings or prints, the same as though the work was contained and described in all.

It is further covenanted and agreed that the work shall be executed under the direction and supervision of the City Council and their properly authorized agents, by whose calculations said quantities and amounts (including extras) of the work performed under this contract shall be determined and on whose inspection all work shall be accepted or condemned. The City Council shall have full power to reject or condemn all materials furnished or work performed under this contract, which in their opinion, do not conform to the spirit and to the terms and conditions herein expressed.

To prevent all disputes and litigation, it is further agreed by and between the said Owner and said Contractor that the City Council shall determine all questions in relation to the work and the construction thereof, and they shall in all cases decide all questions which may arise relative to the execution of the work under this contract on the part of the said Contractor, and their estimate and decision shall be final and conclusive; and such estimate and decision, in case any question may arise, shall be a condition precedent to the right of said contractor to receive any money or compensation for anything done or furnished under this contract.

The said Contractor further agrees to accept the prices stated in the proposal hereto attached as full compensation for furnishing all the equipment and materials, and for doing all the work contemplated and specified in this contract; also, for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work and for well and faithfully completing the work and the whole thereof, in full compliance with the plans, and specifications and the requirements of the City Council under them.

The said prices shall cover the cost of all plants and tools and of the work and materials of whatsoever kind that shall be furnished or needed to complete the entire work in all details ready for the purpose for which it is intended. Said prices shall also cover all royalties for patents and patented material, appliances and processes used in the work performed, tools and plant employed, and materials and labor furnished hereunder and against all claims for patents, patented materials, appliances and processes used in or on account of the work under this contract.

It is also understood and agreed that the Special and General Provisions, Specifications, Proposal, and

Contract Bond for Fuel System Upgrades dated

November 2024 hereto attached or herein referred to are all essential documents of this contract and are a part thereof.

Work Shall consist of all components of Phase I listed in proposal documents, all components of phase II (as needed), and all components of phase III. Also included shall be the option to include two canopy piers @ 8,500 each for future canopy installation.

CONTRACT

IN WITNESS WHEREOF, on the day and year first above written, the parties hereto have set their hands and seals.



City of Geneva
Party of the First Part

By

Stephanie K. Dawkins
City Administrator

Attest:

Vicki Kellick, by Janna Lomon
City Clerk
Deputy Clerk

For the Contractor
Party of the Second Part

(If a Corporation)

Corporate Name Petroleum Technology Equip
By Thomas A. DeLoach
President, Party of the Second Part

(If a Co-Partnership)

(SEAL)

(SEAL)

(SEAL)

Secretary
(Corporate Seal)

Partners doing business under the firm name of

Party of the Second Part (SEAL)

(If an Individual)

(SEAL)

(SEAL)

Party of the Second Part

