



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Public Works Trench Drain Replacement		
Presenter & Title:	Pete Adams, Facilities Manager		
Date:	March 3, 2025		
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: QIS-III			
Estimated Cost: \$240,000	Budgeted?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Other Funding? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded: ILDECO Grant</i>			
Executive Summary:			
<p>Three of the trench drains at the Public Works Building are at stages of failure from 30 plus years of salt related corrosion in the areas where the winter maintenance fleet is parked; a few sections are presently collapsed and filled-in with gravel. A public bid was held to request unit pricing for Trench Drain replacement, including all materials and labor needed to remove the existing failed trench drains and replace with new, including adjacent concrete. 3 bids were received, the lowest qualified bid submitted by Tracy & Ed Construction, Inc. for \$615 per Linear Foot. Tracy & Ed Construction, Inc. has visited the site to review conditions, was interviewed to confirm understanding of their bid and have provided references of similar public sector work which have been validated.</p> <p>To fund this effort, City Staff have applied for and received preliminary notice of and approval for \$240,000 in funding with a grant from Illinois Department of Commerce and Economic Opportunity. The recommendation is to contract Tracy and Ed Construction, Inc. to replace as much of the deteriorated trench drains as the \$240,000 award will allow at the unit price submitted.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Public Works Trench Drain Replacement – Bid Tab Sheet • Resolution & Bid Proposal 			
Voting Requirements:			
<p><i>This motion requires a simple majority of 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 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 Execution of Contract with Tracy & Ed Construction, Inc. for replacement of Trench Drains in an amount not to exceed \$240,000.			

RESOLUTION NO. 2025-26

**RESOLUTION AUTHORIZING EXECUTION OF THE
CONTRACT WITH TRACY & ED CONSTRUCTION, INC.
FOR PUBLIC WORKS BUILDING TRENCH DRAIN REPLACEMENT**

**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 Tracy & Ed Construction, Inc. for not to exceed \$240,000.00 for replacement of Trench Drains at Public Works, contingent up on the receipt of Formal Notice of anticipated Grant Award from the IL Department of Commerce & Economic Opportunity (ILDCEO), based on proposal at Exhibit A.

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 17th day of March, 2025.

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

APPROVED by me this 17th day of March, 2025.

Mayor

ATTEST:

City Clerk

PROPOSAL

The following proposal is hereby made to the **City of Geneva, Illinois**, hereinafter called the Owner.

Proposal is submitted in duplicate by Tracy & Ed Construction, Inc.

The undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform the "2025 TRENCH DRAIN REPLACEMENT" in accordance with the Specifications and Procedural documents attached.

In submitting this proposal, the undersigned declares that the only persons or parties interested in the Proposal as principals are those named herein and that the Proposal is made without collusion with any other person, firm, or corporation.

The Undersigned acknowledges receipt of the following Addenda.

Addendum No.	Date	Initials
<u>1</u>	<u>1/30/25</u>	<u>TE</u>
_____	_____	_____
_____	_____	_____

The Undersigned declares that they have examined the Contract Documents and is familiar with the local conditions at the site where the work is to be performed and with the conditions affecting the Contract requirements and understands that in making this Proposal they wave all rights to plead any misunderstanding regarding the same.

The undersigned further agrees prosecute the work in such a manner and with sufficient materials, equipment, and labor as will ensure its completion by the 5/31/2025 completion date, it being understood and agreed that the completion within the time limit is an essential part of the Contract.

TRENCH DRAIN REPLACEMENT (Per Linear Foot) (Includes adjacent flatwork concrete to width of 3 Inches")	\$ 615.00 / LF
Replacement of Additional Flatwork Concrete (Per Square Foot, 7 Inch Depth) (Adjacent to Trench Drain Replacement)	\$ 28.00 / SF

INCOMPLETE SUBMISSIONS WILL BE CONSIDRED GROUNDS FOR DISQUALIFICATION

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No.: 486983

KNOW ALL MEN BY THESE PRESENTS, that we Tracy & Ed Construction, Inc.

1064 Hudson Court, Bartlett, IL 60103

as Principal, hereinafter call the Principal, and Merchants Bonding Company (Mutual)

P.O. Box 14498, Des Moines, Iowa 50306-3498

a corporation duly organized under the laws of the State of Iowa

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Geneva Public Works Facility

1800 South Geneva Street, Geneva IL 60134

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid Amount

Dollars (\$ 5 %),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Removal & Replacement of existing trench drain

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 3rd day of February 2025 XXX

Edward J. ...
(Witness)

Tracy & Ed Construction, Inc.
[Signature]
(Principal) (Seal)
President
(Title)

[Signature]
(Witness)

Merchants Bonding Company (Mutual)
(Surety) (Seal)
[Signature]
(Title)
James M Drost Attorney-in-Fact

MERCHANTS BONDING COMPANY,™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

James M Drost

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-In-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2025.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd day of February, 2025.



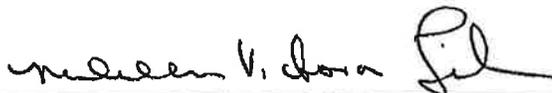
Elisabeth Sandersfeld
Secretary

ACKNOWLEDGEMENT OF SURETY

STATE OF Illinois)

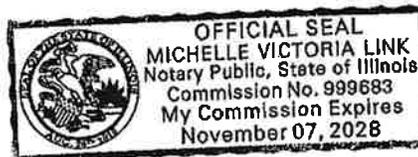
COUNTY OF Cook)

On this 3rd day of February, in the year 2025, before me personally come(s) James M Drost, Attorney-In-Fact of Merchants National Bonding, Inc., with whom I am personally acquainted, and who, being by me duly sworn, says that he/she reside(s) in Palatine, that he/she is the Attorney-In-Fact of Merchants National Bonding, Inc., the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-In-Fact of the said Company by like order.



, Notary Public

My commissions expires: NOVEMBER 7 2028



Public Works Trench Drain Replacement

Addendum 1

An addendum is being issued in regard to inquiries received as of Thursday 1/29/25. Please acknowledge receipt of the addendum on the following form and include in your proposal package.

Question 1 - Is the Bid Bond to be 10% or 5%?

BID BOND/DEPOSIT: Each Proposal must be accompanied by a Bid Bond or a certified check issued by a bank that is a member of the Federal Deposit Insurance Corporation, payable to the order of the City of Geneva, in an amount equal to ten percent (5%) of the maximum Bid price. Each Bidder agrees.

Answer 1 – (Typo) Five Percent (5%) is the required bid bond/deposit.

Question 2 - As I was looking through the specs, it states that the removal and disposal of the existing trench drain will be completed by staff to the depth needed to install the new trench drain. Does that mean this will be done by the staff of the Public Works Department?

Answer 2 – Any removal/disposal of the existing trench drain systems and the adjacent concrete, stone, or other materials to facilitate the installation of the replacement trench drain system would be an assumed cost of the bidder/contractor.

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No. 1, Dated 1/30/2025

Addendum 1
Issued 1/30/2025

City of Geneva
Pete Adams
Facilities Manager
padams@geneva.il.us
630-938-4560