



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Waive the Formal Bid Procedure and Award Contract to Marc Kresmery Construction LLC for the Illinois Street Siphon Rehabilitation
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Presenter:	John Lamb
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Please check appropriate box:

	Government Operations	X	Government Services 05.27.14
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$99,125	Budgeted:	YES	X	NO	
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If NO, please explain how item will be funded:

Executive Summary:

There are combinations of sewer lines that run underneath the river at several different locations in the City. Due to the configuration of these lines and the vaults they flow into these are referred to as siphons. These siphons are critical to maintaining flow in the sanitary sewers and not causing sewer backups on the west side of town. This is important to both future development and during rain events.

The Illinois Street siphon is the last phase of the three phase project and is located on Illinois Street with vaults on both the east side and west side of the river. The structures and associated piping has not been cleaned or inspected in over twelve years. The main reason for this is the configuration of the vaults, valves and pipe size.

At that time of the first phase staff requested proposals and only one responded, Marc Kresmery Construction. Subsequently Kresmery was approved by the Committee for the both the first and second phases and performed the work to specifications and only one change order. Therefore, staff recommends Kresmery Construction for the third phase of the project. Costs include flushing and televising of lines and replacement of valves.

Attachments: *(please list)*

Bid Waiver and Project Proposal

Recommendation / Suggested Action *(briefly explain):*

Recommendation to waive the formal bid procedure and award contract to Marc Kresmery Construction LLC in the amount of \$99,125 and a Resolution authorizing the Mayor and Clerk to execute the same on behalf of the City of St. Charles.

For office use only:

Agenda Item Number: 5.d

SECTION 00300

PROPOSAL

To the Mayor of the City of St. Charles, Illinois:

MARC KRESMERY CONSTRUCTION LLC
1725 WELD RD.
ELGIN, IL. 60123

1. Proposal of (*Name and Address of Contractor*) _____
_____ for the improvements designated in Paragraph A below for including:

A. The proposed improvement consists primarily of the following:

1. Replacement of valves and appurtenances.
 2. Cleaning existing siphon piping, including proper disposal of debris.
 3. Televising of existing siphon piping.
 4. Determination of required repairs to existing siphon piping.
2. The plans for the proposed improvement are those prepared Trotter and Associates, Inc., 40W201 Wasco Road, Suite D, St. Charles, Illinois 60175. Said plans are designated as Engineering Plans for "Illinois Street Siphon Rehabilitation – City of St. Charles, Illinois" and which cover the work described in Paragraph 1 above for the lump sum price of:

Lump Sum Price (in words) Ninety nine thousand, one hundred and twenty-five

_____ Dollars and Zero Cents.

Lump Sum Price (in figures) \$ 99,125.00

The above lump sum accounts for the all equipment, materials and labor required to complete the Work, and is detailed in the following breakdown:

Description of Work	Scheduled Value
Mobilization, Insurance & Traffic Control	\$ 5,000.00
East Side Valve Change	\$ 32,100.00
West Side Valve Change	\$ 19,636.00
Siphon Cleaning	\$ 25,700.00
Siphon TV	\$ 13,200.00
Valve Investigation	\$ 3,489.00
Grand Total	\$ 99,125.00

3. In submitting this Proposal, the undersigned acknowledges receipt of Addendum No.'s _____ through _____ (inclusive).
4. 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 person, firm or corporation.
5. The undersigned further declares that he has carefully examined the Proposal, Plans, Specifications, Agreement and Contract Bond included in the Specifications and Special Provisions, and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the Contract and the detailed requirements of construction, and understands that in making this proposal, he waives all right to plead any misunderstanding regarding the same.
6. The undersigned further understands and agrees that, if this proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work, and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the OWNER in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
7. The undersigned further agrees to execute a contract for this work and present the same to the OWNER within ten (10) days after the date of notice of the award of the contract to him.
8. The undersigned further agrees that he and his surety will execute and present within ten (10) days after the date of notice of the award of contract, a contract bond satisfactory to and in the form prescribed by the OWNER, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
9. The undersigned further agrees to begin work not later than ten (10) days after the execution and approval of the Contract and Contract Bond, and receipt of "Notice to Proceed" unless otherwise authorized or directed by the OWNER and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to **substantial completion** of the work within **Sixty (60) calendar days** and to **final completion** of the work within **Seventy-Five (75) calendar days** after the date of the "Notice to Proceed", unless additional time shall be granted by the ENGINEER in accordance with the provisions of the specifications. In case of failure to complete the work within the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the OWNER shall withhold, from such sums as may be due him under the terms of this contract, the costs set forth in the specifications, which costs shall be considered and treated not as a penalty, but as damages due the OWNER from the undersigned by reason of inconvenience to the OWNER added cost of Engineering and supervision, additional finance charges, and other items which have caused an expenditure of OWNER's funds resulting

from the failure of the undersigned to complete the work within the time specified in the contract.

10. If this proposal is accepted and the undersigned shall fail to execute a Contract and Contract Bond as required herein, it is hereby agreed that the amount of the bond, check or draft shall become the property of the OWNER and shall be considered as payment of damages due to delay and other causes suffered by OWNER because of the failure to execute said Contract and Contract Bond; otherwise said bond, check or draft shall be returned to the undersigned.

(If an Individual) Signature of Contractor: _____ (SEAL)

Business Address: _____

(If a Co-partnership) Firm Name _____ (SEAL)

Signature of Contractor _____

Business Address: _____

(Insert Names and addresses
of all members of the Firm)

MARC KRESMERY
CONSTRUCTION LLC



(If a Corporation) Corporate Name

Signature

[Handwritten Signature]

President Marc Kresmery, Manager

Attested by:

[Handwritten Signature]

Secretary Office manager

Business Address

(Insert Names of Officers)

Manager
President

Marc Kresmery

Office Manager
~~Secretary~~

Deborah Ventre

Treasurer

CERTIFICATE OF NON-DISQUALIFICATION

UNDER IL. COMPILED STATUTES, CH. 720, SEC. 33E-11

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane County, Illinois, that

**MARC KRESMERY
CONSTRUCTION LLC**

(CONTRACTOR)

is not barred from contracting with any unit of State or local government, as a result of a violation of Ch. 720, Sec. 33E-3 or Sec. 33E-4 of the Illinois Revised Statutes.

**MARC KRESMERY
CONSTRUCTION LLC**

Name of Contractor

Signature

Print/Type Name

Title

Subscribed and sworn to before me this 29th day of April, 2014.

Notary Public

Commission Expires

Notary Seal



NOTE TO CONTRACTOR: Anyone who makes a false statement, material to this Certification, commits a Class 3 Felony under Ch. 720, Sec. 33E-11(b) of the Illinois Compiled Statutes.

**CERTIFICATE OF COMPLIANCE OF
ILLINOIS COMPILED STATUTES CH. 65, SEC 11-42.1**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane County, Illinois, that

MARC KRESMERY
CONSTRUCTION LLC

(CONTRACTOR)

is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Chapter 65, Section 11-42.1, Illinois Compiled Statutes.

MARC KRESMERY
CONSTRUCTION LLC

Name of Contractor

Signature

Print/Type Name

Title

Subscribed and sworn to before me this 29th day of April, 2014.

Notary Public

Commission Expires

Notary Seal



CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane County, Illinois, that

**MARC KRESMERY
CONSTRUCTION LLC**

(CONTRACTOR)

shall comply with all local, state and federal safety standards.

**MARC KRESMERY
CONSTRUCTION LLC**

Name of Contractor

Signature

Marc Kresmery

Print/Type Name

Manager

Title

Subscribed and sworn to before me this 29th day of April, 2014.

Deborah A Ventre

Notary Public

6/9/2017
Commission Expires

Notary Seal



**CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257
OF THE ILLINOIS HUMAN RIGHTS ACT**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane County, Illinois, that

MARC KRESMERY
CONSTRUCTION LLC

(CONTRACTOR)

complies with the Illinois Human Rights Act as amended by Section 2 - 105, Public Act 87 - 1257 in relation to employment and human rights.

MARC KRESMERY
CONSTRUCTION LLC

Name of Contractor

Signature

Marc Kresmery

Print/Type Name

Manager

Title

Subscribed and sworn to before me this 29th day of April, 2014.

Deborah A Ventre

Notary Public

6/9/2017

Commission Expires

Notary Seal



END 00300

