



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Waive Bids and Award North Siphon Rehabilitation Proposal to Marc Kresmery Construction LLC .
Presenter:	John Lamb

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations	X	Government Services 05.29.12
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost:	\$125,953	Budgeted:	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
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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.

Last year the south siphon was rehabilitated. The north siphon is the second phase of the project and is located by the Police Department. The structure 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.

Last year staff and Trotter & Associates contacted and met with several companies that perform this type of work. At that time staff requested proposals and only one responded, Marc Kresmery Construction. Subsequently Kresmery was approved by the Committee last year and performed the work to specifications and only one change order. Therefore, staff recommends Kresmery Construction for the second phase of the project. Costs include flushing and televising of lines, replacement of new vault covers and modification, replacement of valves and gates.

Attachments: *(please list)*
 Bid Waiver and Project Proposal

Recommendation / Suggested Action *(briefly explain):*

Staff recommends approval to waive bids and award contract to Marc Kresmery Construction LLC in the not to exceed amount of \$125,953.

<i>For office use only:</i>	<i>Agenda Item Number: 4.g</i>
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SECTION 00300

PROPOSAL

To 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 Bidder) _____

_____ for the improvement designated in Paragraph 2 below for including:

- A. The proposed improvement consists primarily of the following:
1. Removal and replacement of shear gates, flap valves, flanges, hardware, manhole covers and frames, reinforced concrete lids, and access hatches
 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

The plans for the proposed improvement are those prepared Trotter and Associates, Inc. 40W201 Wasco Road, St. Charles, Illinois 60175. Said plans are designated as Engineering Plans for "North 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)

One Hundred and twenty Five Thousand
Nine Hundred & Fifty Three _____ Dollars and Zero Cents

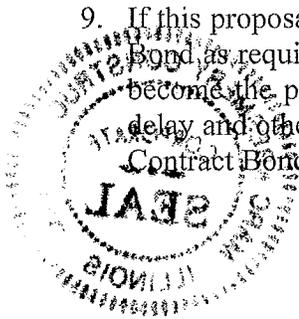
Lump Sum Price (in figures) \$ 125,953.00

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

Responsible	Description of Work	Labor/Matl./Equip.	Scheduled Value
	Mobilization		\$ 5,000.00
	Submittals		500.00
	Shear Gates	Material	6,500.00
	Flap Valves	Material	5,500.00
	Access Hatches	Labor & Material	5,500.00
	Manhole F & C	Labor & Material	12,500.00
	Reinf. Conc. Lids	Labor & Material	6,000.00
	Flowable Fill	Material	- 0 -
	Siphon Cleaning	Labor & Material	35,000.00
	Televising	Labor & Material	5,000.00
	Topsoil & Sod	Labor & Material	1,500.00
		Sub-Total:	83,000.00
		General Conditions:	42,953.00
		Grand Total:	125,953.00

2. In submitting this Proposal, the undersigned acknowledges receipt of the following addenda: _____, _____, _____, _____, _____, _____, _____, and _____.
3. 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.
4. 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.
5. 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.
6. The undersigned further agrees to execute a contract for this work and present the same to the Owner within fifteen (15) days after the date of notice of the award of the contract to him.

7. The undersigned further agrees that he and his surety will execute and present within fifteen (15) 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.
8. 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.
9. 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)

(If a Corporation) Corporate Name _____

Signature

Marc Kresmery, Manager

Attested by:

Deborah A. Ventre, office Manager

Business Address

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

(Insert Names of Officers) ^{Manager} President

Marc Kresmery

Secretary

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 and DuPage Counties, 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-4 of the Illinois Revised Statutes.

MARC KRESMERY
CONSTRUCTION LLC

Name of Contractor

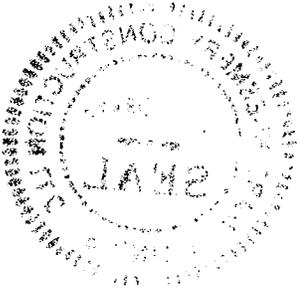
Signature

Print/Type Name

Title

Marc Kresmery

Manager



Subscribed and sworn to before me this 30th day of April, 2012

Deborah A. Ventre
Notary Public

6/9/2013
Commission Expires

Notary Seal



NOTE TO BIDDER: 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.

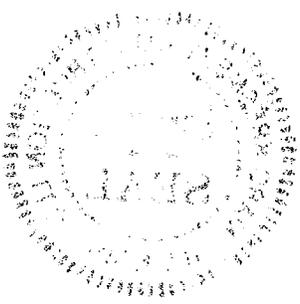
**CERTIFICATE OF COMPLIANCE OF
ILLINOIS COMPILED STATUTES CH. 65, SEC 11-42.1**

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, 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

[Handwritten Signature]
Signature

Marc Kresmery
Print/Type Name

Manager
Title



Subscribed and sworn to before me this 30th day of April, 2012

Deborah A. Ventre
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 and DuPage Counties, 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 30th day of APRIL, 2012

Deborah A Ventre
Notary Public

6/9/2013
Commission Expires



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 and DuPage Counties, 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 30th day of April, 2012

Deborah A. Ventre
Notary Public

6/9/2013
Commission Expires



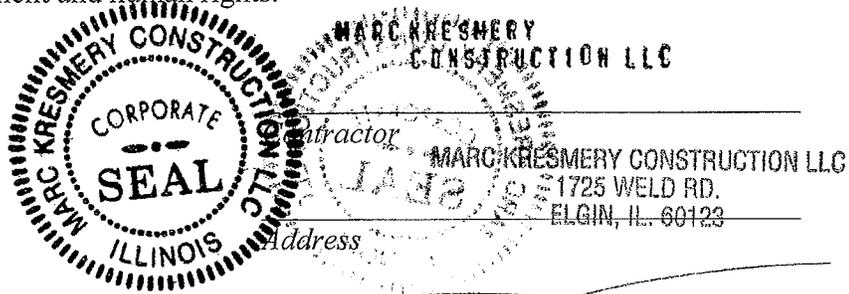
CERTIFICATE OF NONDISCRIMINATION

This is to certify that this firm does not and will not discriminate in any of its employment practices against persons because of their race, color, religion, sex or place of national origin, or ancestry.

The undersigned will take all necessary affirmative action as may be required by all applicable Federal, State and Local laws, ordinances, rules, regulations and orders to ensure that applicants are employed and that employees are treated, during employment, without regard to their race, color, religion, sex or national origin or ancestry.

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

MARC KRESMERY
(Contractor) CONSTRUCTION LLC
complies with the Illinois Human Rights Act as amended by Section 2 - 105, Public Act 87 - 1257 in relation to employment and human rights.



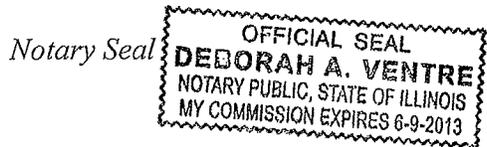
[Signature]
Duly authorized agent or officer

Marc Kresmery, Manager
Title

Subscribed and sworn to before me this 30th day of April, 2012

Deborah A. Ventre
Notary Public

6/9/2013
Commission Expires



CERTIFICATE OF COMPLIANCE WITH STATE OF ILLINOIS

PREVAILING WAGE RATES

This is to certify that this firm will pay all laborers, workers and mechanics performing under this contract not less than the most recent prevailing rate of wages as determined by the Illinois Department of Labor, a copy of which is included in this contract. If these rates are revised by the Illinois Department of Labor during the duration of this contract, the revised rate shall apply to the contract.

The undersigned will take all necessary action and be responsible for full compliance with the State of Illinois laws and Illinois Department of Transportation Special Provision with regard to this issue. The Special Provision is included in these documents for your information.

Submission of detailed time and wage records will not be required by the City of St. Charles.



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

Address _____

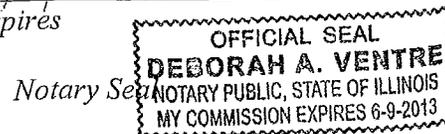
[Signature]
Duly authorized agent or officer

Marc Kresmery, Manager
Title

Subscribed and sworn to before me this 30th day of APRIL, 2012

Deborah A. Ventre
Notary Public

6/9/2013
Commission Expires



END 00300

SECTION 00430

SUBCONTRACTOR LIST

The following information gives the name business address, and portion of work (description of work) for each subcontractor listed below that will be used in the work if the Contractor is awarded the Contract.

(Additional supporting data may be attached to this page. Each page shall be sequentially numbered, e.g., 00430-2, and headed "Subcontractor List" and shall be signed.)

Name	Business Address	Description of Work
none	N/A	Concrete
none	N/A	Mechanical
none	N/A	Landscaping
none	N/A	Cleaning & Televising
none	N/A	

MARC KRESMERY
CONSTRUCTION LLC

Signature of Bidder
Marc Kresmery, Manager



END 00430