



AGENDA ITEM # 9K

**AGENDA ITEM EXECUTIVE SUMMARY
Village Board Meeting
May 13, 2019**

Item Title: Central Avenue Twin Culvert Lining Contract

Staff Contact: Karen Young, P.E., C.F.M., Director of Public Works

VILLAGE BOARD ACTION

Adopt a resolution authorizing the Mayor to execute a contract for the Twin Culvert Rehabilitation at Central Avenue Project between the Village of Roselle and Archon Construction, Inc. in the amount of \$68,108.75.

Executive Summary:

On April 15, 2019 at 10:30 AM, the Village received and opened sealed bids for the proposed Twin-Culvert Rehabilitation at Central Avenue project. The project scope will consist of installing a Geopolymer Mortar Coating on the interior of the existing twin culvert pipes. This method of pipe rehabilitation will not require any excavation. The bid summary is as follows:

Archon Construction	\$68,108.75
Michels Pipe Services	\$173,045.00

The bid is within the budgeted amount of \$100,000 for this work. Archon Construction has done several projects for the Village over the last few years. Village staff is confident in their ability to complete the work and recommends awarding the contract to them.

Implications:

Is this item budgeted? Yes. A total of \$200,000 was budgeted for Stormwater Improvements in FY2019 (4140590-70100). \$100,000 of that budget line item was intended to be used for the Central Ave culvert lining project.

Any other implications to be considered? No.

Attachments:

- Resolution
- Contract
- Exhibit A – Contractor Bid

RESOLUTION NO. 2019-

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE TWIN CULVERT REHABILITATION AT CENTRAL AVENUE PROJECT BETWEEN THE VILLAGE OF ROSELLE AND ARCHON CONSTRUCTION, INC.

WHEREAS, the corporate authorities of the Village of Roselle deem it in the best interests of the Village to enter into an agreement with Archon Construction Inc., 563 S. Rte 53, Addison IL 60101 for the Twin-Culvert Rehabilitation At Central Avenue project; and

WHEREAS, the Village staff developed a project and prepared a bid package that included installation of a Geopolymer Mortar Coating for 420 linear feet of stormwater culvert pipe;

WHEREAS, the Village budgeted funds for the above stated project in the Stormwater Improvements line item;

WHEREAS, the Village solicited bids in a public bidding process and bids were publically opened and read aloud on April 15th, 2019 at 10:30 AM and Archon Construction Inc. was determined to be the lowest responsive bidder; and

WHEREAS, both parties agree to the terms and conditions set forth in the bid proposal and Contract for the Proposed Twin-Culvert Rehabilitation at Central Avenue project as described in the Contract and Exhibit A.

NOW, THEREFORE, be it resolved by the Mayor and Board of Trustees of the Village of Roselle that the Mayor is hereby authorized to sign and the Village Clerk is hereby directed to attest that certain "Contract for Construction Services for Twin Culvert Rehabilitation at Central Avenue" between the Village of Roselle and Archon Construction, Inc., which is attached hereto.

ADOPTED this 13th day of May, 2019

AYES:
NAYS:
ABSTAIN:
ABSENT:

Andrew J. Maglio, Mayor

ATTEST:

Patricia Burns, Village Clerk

**CONTRACT FOR CONSTRUCTION SERVICES FOR
TWIN CULVERT REHABILITATION AT CENTRAL AVENUE**

THIS CONTRACT is made and entered into by and between the Village of Roselle, a body politic and corporate (hereinafter the "Village"), and Archon Construction Co. (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the Village has twin culverts under Central Ave that are made of corrugated metal pipe that has deteriorated and the Village wishes to perform lining of the culverts; and

WHEREAS, the Village has determined that it is reasonable, necessary and desirable to obtain the services of a contractor to complete the project; and

WHEREAS, Contractor desires to provide the necessary services upon the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties agree as follows:

1. Scope of Services. Contractor shall perform the services described in its sealed bid proposal dated April 15, 2019, which is attached hereto and incorporated herein as Exhibit A. Contractor represents and warrants that it shall perform its services in a manner consistent with the level of care and skill customarily exercised by other contractors under similar circumstances at the time the services are performed. Where this Agreement is inconsistent with any provision of Exhibit A, this Agreement shall control.

2. Compensation. The total amount to be paid Contractor for the services under this Contract and expenses incurred in connection therewith is \$68,108.75. Contractor shall submit its payment requests, and the Village shall pay contractor in accordance with the Local Government Prompt Payment Act.

3. Additional Services. Contractor shall perform only those services specified herein. In the event Contractor or the Village determines that additional services are required to complete the project, such additional services shall not be performed unless directed in writing by the Village. Payment for additional services shall be as mutually agreed upon by the parties.

4. Hold Harmless and Indemnification. Contractor shall defend, hold harmless and indemnify the Village, its officers, agents, employees and elected officials, from any loss, damage, demand, liability, cause of action, fine, judgment or settlement, together with all costs and expenses related thereto (including reasonable expert witness and attorney fees), that may be incurred as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever arising from or in any manner connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of Contractor in performing the services provided for in this Contract or the negligent acts, errors, omissions or intentional acts or omissions of any agent, subcontractor or contractor hired to perform any service on behalf of Contractor. The obligation on the part of the Contractor to defend, hold harmless and indemnify the Village shall survive the expiration or termination of this contract.

5. Insurance. Unless otherwise authorized in writing by the Village Administrator, Contractor and each of its agents, subcontractors and contractors hired to perform any services provided for herein shall purchase and maintain during the term of this Contract insurance coverage which will satisfactorily insure Contractor and, where appropriate, the Village against claims and liabilities which may arise out of the services referred to in this Contract. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the Village. The insurance coverages shall include, but not necessarily be limited to, the following:

(A) Worker's Compensation insurance with limits as required by the applicable statutes of the State of Illinois. The Employer's Liability coverage under the Worker's Compensation policy

shall have limits of not less than \$500,000 each accident/injury; \$500,000 each employee/disease; \$500,000 policy limit.

(B) Commercial general liability insurance protecting Contractor against any and all public liability claims which may arise in the course of performance of this Contract. The limits of liability shall be not less than \$1,000,000 each occurrence bodily injury/property damage combined single limit and \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

(C) Commercial automobile liability insurance covering Contractor's owned, non-owned and leased vehicles which protects Contractor against automobile liability claims whether on or off of the Village's premises with coverage limits of not less than \$1,000,000 per accident bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

(D) Umbrella or Excess liability insurance with limits of not less than \$2,000,000 per occurrence bodily injury/property damage combined single limit. The Umbrella or Excess coverage shall apply in excess of the limits stated in subparagraphs (B) and (C) above, and shall either include an endorsement naming the Village as an additional insured or provide "following form" coverage for the primary insurance.

6. Evidence of Insurance. Contractor shall furnish the Village with a certificate of insurance and, upon the Village's request, copies of all insurance policies and endorsements thereto evidencing the coverages stated above. The insurance certificates and policies shall provide that no cancellation or modification of the policies shall occur without at least 30 days' written notice to the Village. Contractor shall not commence any services under this Contract until evidence of the

required insurance is received and approved by the Village. The Village shall be named on the policies required by Section 5 subsections (B) and (D) as additional insured. No policy shall require contribution by the Village's insurance.

7. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, rules and regulations, and with all Village ordinances, rules and regulations now in force or hereafter enacted in the performance of the services required under this Contract. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

8. Control of Services. The Village shall not be responsible for or have control over the means, methods, techniques or procedures with respect to the performance by Contractor of the services in this Contract.

9. Termination of Contract. If the Village concludes that the Contractor is not performing in accordance with the terms set forth herein, the Village Administrator, or his designee, may issue a stop work order requiring an immediate cessation of all work except that necessary to secure project protection and safety. If the Contractor fails to remediate its breach within forty eight (48)

business hours the Village administrator may terminate this Agreement. In the event of a termination, the Village shall pay Contractor for the services performed and expenses incurred as of the effective date of termination, less any sums attributable, directly or indirectly, to Contractor's breach. Stop work orders may be issued by the Village Administrator or his designee orally or by e-mail to the Contractor. All oral stop work orders shall be confirmed by e-mail but e-mail shall not be a prerequisite to the stop work order becoming effective.

10. Recovery of Costs. In the event the Village is required to institute any proceeding or action, whether legal or equitable, to enforce any provision of this Contract, the Village shall be entitled to recover all costs and expenses incurred as a result of said action or proceeding, including reasonable expert witness and attorney fees.

11. Ownership of Documents & Release of Information. All records, reports, tests, studies, documents, data or other information, regardless of whether in written, electronic or other format, prepared or generated by Contractor in connection with performing the services provided for herein shall be regarded as the sole and exclusive property of the Village and shall not be utilized by Contractor in any manner on other projects or distributed to third parties without the prior written consent of the Village. In addition, any information provided by the Village to Contractor in connection with Contractor's performance of the services provided for herein and all information associated with Contractor's work product shall remain confidential and shall not be disclosed to any third party without the prior written consent of the Village.

12. FOIA. Contractor agrees to furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et/ seq.) (hereinafter, "FOIA") request within five business days after Village issues notice of such request to the Contractor. Contractor agrees to not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request except it may

request and shall be paid fees authorized by the FOIA. Contractor agrees to defend, indemnify and hold harmless Village and agrees to pay all reasonable costs connected therewith (including but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for Village to defend any and all causes of action, disputes, prosecutions, or conflicts arising from Contractor's failure to furnish all documentation related to a request within five days after the Village issues notice of request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all cost connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Contractor's request to utilize a lawful exemption to Village.

13. Integration. The provisions set forth herein represent the entire agreement between the parties and supersede all prior agreements, promises and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Contract. This Contract may be modified only by a further written agreement between the parties, and no modification shall be effective unless properly approved and executed by each party.

14. Exclusive jurisdiction for any disputes under this Agreement shall be in the 18th Judicial Circuit Court, Wheaton, DuPage County, Illinois.

IN WITNESS WHEREOF, the parties have entered into this Contract as of the 13th day of May, 2019.

VILLAGE OF ROSELLE
ADMINISTRATOR'S OFFICE
31 S. PROSPECT ST.
ROSELLE, IL 60172

ARCHON CONSTRUCTION CO.
563 SOUTH RTE 53
ADDISON, IL 60101

BY: _____

Mayor

BY: _____

Owner/President

ATTEST: _____

ATTEST: _____

10.50AM 7-17-17

EXHIBIT-A



PROPOSAL SUBMITTED BY:

ARCHON CONSTRUCTION CO.

Contractor's Name

563 S. RT. 53

Street

ADDISON

City

IL

State

P.O. Box

60101

Zip Code

RETURN WITH BID

VILLAGE OF ROSELLE

DUPAGE, ILLINOIS

SPECIFICATIONS, PLANS AND CONTRACT PROPOSAL

FOR

THE IMPROVEMENT OF

PROPOSED TWIN-CULVERT REHABILITATION AT CENTRAL AV

Date: _____

Approved/Passed _____

Mayor/President of Board of Trustees/Municipal Official



March 22, 2019

NOTICE TO BIDDERS

The Village of Roselle is accepting proposals for the Proposed Twin-Culvert Rehabilitation Project at Central Avenue. The proposed improvements shall consist of the rehabilitation of approximately 60 feet of 36-inch (36") Reinforced Concrete Pipe (RCP) and 360 feet of 42-inch (42") Corrugated Metal Pipe (CMP) storm sewer by Geopolymer Spray on Linings; pipe cleaning; joints and CMP invert repair; traffic control and protection; parkway restoration and other necessary incidental works. Proposals are due no later than 10:30 a.m. on Monday, April 15, 2019 at the Office of the Director of Public Works, 474 Congress Circle North, Roselle, IL 60172 at which time they will be publicly opened and read aloud. Proposals must be placed in a sealed envelope marked "Proposal for the Proposed Twin-Culvert Rehabilitation at Central Avenue" Bid documents may be obtained at the Public Works offices beginning at 9:00 A.M. on March 25, 2019 at 474 Congress Circle North, Roselle, IL 60172.

The individual responsible for administering this bid is Jorge Jorda. Questions or requests for additional information should be directed to him via e-mail at jjorda@roselle.il.us.

The Village reserves the right to reject any and all proposals, to waive technicalities and accept the proposal deemed to be in the best interest of the Village. All bids will remain in effect and cannot be withdrawn for any reason for a period of 90 days from the bid date.

For: Patty Burns
Village Clerk

By: Karen A. Young, P. E., C. F. M.
Public Works Director



Proposal

RETURN WITH BID

Project: Proposed Twin-Culvert
Rehabilitation at Central Av

1. Proposal of ARCHON CONSTRUCTION Co.
for the Proposed Twin-Culvert Rehabilitation at Central Avenue.
2. The plans for the proposed improvements are those prepared by the Village of Roselle Public Works.
3. The specifications referred herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" and the "Standard Specifications for Water and Sewer Construction in Illinois" thereto adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions contained in this proposal.
5. The undersigned agrees to complete the work within 15 calendar days from Notice to Proceed.
6. If this proposal is accepted and the undersigned fails to execute a contract and contract bond required, it is hereby agreed that the Awarding Authority reserve the rights to award the Contract to the next lowest bidder available.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
8. A bid will be declared unacceptable if neither a unit price nor total price is shown.
9. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid-rotating.
10. The undersigned submits herewith the schedule of prices covering the work to be performed under this contract.



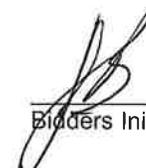
Schedule of Prices

RETURN WITH BID

Project: Proposed Twin-Culvert Rehabilitation at Central Av

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total	
1.	Geopolymer Mortar Coating/CIPP Lining, 36" Dia, RCP	Foot	60	94.25	5,655.00	
2.	Geopolymer Mortar Coating/CIPP Lining, 42" Dia, CMP	Foot	360	102.32	36,835.20	
3.	Infiltration Control, (Mild to Moderate) Fast Setting – Point Repair	Each	5	289.42	1,447.10	
4.	Infiltration Control, (Heavy) Chemical Grouting – Point Repair	Each	5	346.17	1,730.85	
5.	Invert Repair and Patching	Foot	420	53.43	22,440.60	
						Lining Product Manufacturer To Be Used (Bidder Must Check At Least One)
						<input type="radio"/> Milliken <input type="radio"/> Quadex <input checked="" type="radio"/> DuraSeal <input type="radio"/> Mainstay <input type="radio"/> Parson <input type="radio"/> Insituform
	Bidder's Proposal for Entire Improvements (Sum of Items 1 – 5)					


 Bidders Initials