



Village of Gilberts

Village Hall: 87 Galligan Road, Gilberts, Illinois 60136

Ph. 847-428-2861 Fax: 847-428-2955

www.villageofgilberts.com

VILLAGE BOARD MEETING AGENDA

Tuesday, May 3, 2022 - 7:00 p.m. - Village Hall Board Room

In accordance with recent amendments to the Open Meetings Act that authorize remote meeting attendance during the COVID-19 pandemic, the Village President has determined that it is not prudent or practical to conduct an in-person meeting for all members of the Board and the public due to the pandemic. Therefore, some of the Village Board members may attend this meeting by electronic means, in compliance with the amended OMA.

In order to comply with the Governor's executive orders regarding limitations on gatherings and to ensure social distancing, members of the public are encouraged to attend the meeting remotely via video or audio as follows:

Zoom (video and/or audio): <https://us06web.zoom.us/j/89077179484>

Meeting ID: 890 7717 9484

Dial-In (audio): (312) 626-6799

Members of the public can also submit written comments via email at info@villageofgilberts.com. Any comments received by 5:00 p.m. on May 3, 2022 will be submitted into the record of the meeting.

ORDER OF BUSINESS

1. CALL TO ORDER / PLEDGE OF ALLIEGENCE
2. ROLL CALL / ESTABLISH QUORUM
3. PUBLIC COMMENT*
4. CONSENT AGENDA

- A. A Motion to approve Minutes from the April 19, 2022 Village Board Meeting
- B. A Motion to approve Bills & Payroll dated May 3, 2022
- C. A Motion to approve Resolution 11-2022, a Resolution Authorizing Approval of an Agreement with Gasvoda & Associates for the Purchase and Installation of New Chlorine Room Equipment in an Amount Not to Exceed \$20,000
- D. A Motion to approve Resolution 12-2022, a Resolution Authorizing Approval of an Agreement with DPS Equipment Services to Perform a Rebuild of the South Clarifier at the Wastewater Treatment Plant in an Amount Not to Exceed \$24,900
- E. A Motion to approve Resolution 13-2022, a Resolution for General Maintenance Under the Illinois Highway Code (Motor Fuel Tax)
- F. A Motion to approve Resolution 14-2022, a Resolution Authorizing Approval of an Agreement with Hampton, Lenzini and Renwick, Inc. (HLR) for a Topographic Survey of all Village Utilities in an Amount Not to Exceed \$42,500
- G. A Motion to approve Resolution 15-2022, a Resolution Authorizing Approval of an Agreement with Advanced Automation & Controls Inc. for SCADA Upgrades at the Galligan Water Tower in an Amount Not to Exceed \$20,000
- H. A Motion to approve Resolution 16-2022, a Resolution Authorizing the Execution of an Agreement with Okeh Electric for the Electrical Rework and Equipment Replacement of the Digester and Clarifier Tanks in an Amount Not to Exceed \$197,000

- I. A Motion to approve Resolution 17-2022, a Resolution Authorizing Approval of an Agreement with Water Surplus for the Removal and Replacement of Water Softener Media in an Aggregate Amount Not to Exceed \$45,000
- J. A Motion to approve Resolution 18-2022, a Resolution Authorizing the Execution of an Agreement with Okeh Electric for the Electrical Rework and Heater Replacement in the Influent Building in an Amount Not to Exceed \$70,000
- K. A Motion to approve Resolution 19-2022, a Resolution Authorizing the Purchase of a Mach 10 Inch Water Meter from Ferguson Water in an Amount Not to Exceed \$10,510
- L. A Motion to approve Resolution 20-2022, a Resolution Authorizing the Approval of an Agreement with Patriot Paving for the 2022 Crack Filling and Parking Lot Seal Coating and Striping Program in an Amount Not to Exceed \$39,625
- M. A Motion to approve Resolution 21-2022, a Resolution Authorizing the Approval of the Purchase of a FSM Perforated Filter Screen and Screenings Wash Press from Saveco North American, Inc. in an Amount Not to Exceed \$249,280
- N. A Motion to approve Resolution 22-2022, a Resolution to Authorize the Execution of an Agreement with DMI, Inc. for the Installation of a Mechanical Bar Screen and Wash Press in an Amount Not to Exceed \$124,888
- O. A Motion to approve Resolution 23-2022, a Resolution Authorizing the Purchase of Two Car Ports from Viking Steel Structure for the Police Department Parking Lot in an Amount Not to Exceed \$18,745
- P. A Motion to approve Resolution 24-2022, a Resolution Authorizing the Purchase of Starcom Cradles from Magnum Electronics, Inc. in an Amount Not to Exceed \$13,000

5. ITEMS FOR APPROVAL

- A. A Motion to approve an Intergovernmental Agreement By and Between the Illinois Office of the Comptroller and the Village of Gilberts Regarding Access to the Comptroller's Local Debt Recovery Program

6. ITEMS FOR DISCUSSION

- A. Presentation of Village Park Maintenance Plan

7. STAFF REPORTS

8. TRUSTEES' REPORTS

9. PRESIDENTS' REPORT

10. EXECUTIVE SESSION**

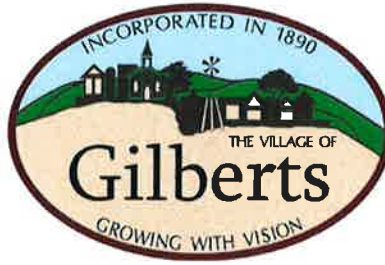
11. ADJOURNMENT

***Public Comment Policy**

Anyone indicating a desire to speak during Public Comments portion of the Village Board Meeting will be acknowledged by the Village President. All remarks are to be addressed to the Village President and Board of Trustees as a whole, not to any specific person(s). To ensure that everyone who wishes to speak has the opportunity to do so, please limit your comments to five minutes. Additional time may be granted at the discretion of the Village President. If you have written comments, please provide a copy to the Village President. If there are a number of individuals present to speak on the same topic, please designate a spokesperson that can summarize the issue. During Public Comments, the Village President, Trustees and Staff will listen to comments and will not engage in discussion. The Village President or Trustees may ask questions to better understand your concern, suggestion or request. Please direct any personnel concerns to the Village Administrator before or after the meeting. The Village of Gilberts complies with the Americans Disabilities Act (ADA). For accessibility Assistance, please contact the Village Clerk at the Village Hall, telephone number is 847-428-2861". Assistive services will be provided upon request.

****Executive Session Information**

A portion of the meeting will be closed to the Public, effective immediately as Permitted by 5 ILCS 120/2(c) (1) to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the Village, and as permitted by 5 ILCS 120/2 (c) (11) to discuss litigation against, affecting, or on behalf of the Village which has been filed and is pending in a court or administrative tribunal of which is imminent and as permitted by 5 ILCS 120/2(c) (21) to review and approve closed session minutes and as permitted by 5 ILCS 120/2 (c) 2 Collective negotiating matters.



**MINUTES FOR VILLAGE OF GILBERTS
BOARD OF TRUSTEES MEETING
Village Hall: 87 Galligan Road, Gilberts, IL 60136
Meeting Minutes
Tuesday, April 19, 2022**

1. CALL TO ORDER / PLEDGE OF ALLEGIANCE

President Zambetti called the meeting to order at 7:00 p.m. He proceeded to lead those present in the Pledge of Allegiance.

2. ROLL CALL / ESTABLISH QUORUM

Village Clerk Courtney Baker called the roll. Roll call: Members present: Trustees LeClercq, Corbett, Allen, Hacker, Coats, and Redfield. Others present: Village Administrator Brian Bourdeau, Public Works Director Aaron Grosskopf, Finance Director Taunya Fischer, and Village Attorney Kurt Asprooth.

3. PUBLIC COMMENT

There were no public comments at this time.

4. CONSENT AGENDA

- A. A Motion to approve Minutes from the April 5, 2022 Village Board Meeting
- B. A Motion to approve Bills & Payroll dated April 19, 2022
- C. A Motion to approve the March 2022 Treasurer's Report
- D. A Motion to approve Ordinance 06-2022, an Ordinance Amending the Fiscal Year 2022 Budget for the Fiscal Year Ending April 30, 2022
- E. A Motion to approve Resolution 10-2022, Resolution Authorizing a Reduction in the Performance Securities for Neighborhoods 2A-1, 2A-2, and 2B-1 of the Conservancy

A Motion was made by Trustee Allen and seconded by Trustee LeClercq to Approve Consent Agenda items A-E as Presented. Roll call vote: Trustees Corbett, Allen, Hacker, Coats, and Redfield voted Aye. 0-nays, 0-abstained. Motion carried.

5. ITEMS FOR APPROVAL

- A. Budget Hearing on the Proposed Fiscal Year 2023 Budget –

A Motion was made by Trustee LeClercq and seconded by Trustee Allen to Open the Public Hearing for the Proposed Fiscal Year 2023 Budget. Roll call vote: Trustees Allen, Hacker, Coats, Redfield, LeClercq, and Corbett voted Aye. 0-nays, 0-abstained. Motion carried.

Administrator Bourdeau advised the Board that the only change to the Budget subsequent to the April 5, 2022 Village Board discussion was the re-budget of the Meadows Lift Station fence from FY2022 in the Water Fund in the amount of \$15,000. The fence was to be completed in FY2022; however, the Village was recently informed that the selected contractor modified their quote due to outside economic pressures and therefore, staff will be re-quoting the project during the coming months.

A Motion was made by Trustee LeClercq and seconded by Trustee Allen to Close the Public Hearing for the Proposed Fiscal Year 2023 Budget. Roll call vote: Trustees Hacker, Coats, Redfield, LeClercq, Corbett, and Allen voted Aye. 0-nays, 0-abstained. Motion carried.

B. An Ordinance Adopting the Fiscal Year 2023 Budget for the Fiscal Year Ending April 30, 2023 –

A Motion was made by Trustee Allen and seconded by Trustee LeClercq to Approve Ordinance 07-2022, an Ordinance Adopting the Fiscal Year 2023 Budget for the Fiscal Year Ending April 30, 2023. Roll call vote: Trustees Coats, Redfield, LeClercq, Corbett, Allen, and Hacker voted Aye. 0-nays, 0-abstained. Motion carried.

C. An Ordinance Approving a Special Use Permit for an Animal Hospital (Red Barn Animal Hospital – Northwest Corner of Route 72 and Center Drive) –

Administrator Bourdeau advised the Board that the Plan Commission met to consider a request from Red Barn Animal Hospital for a Special Use Permit to develop the parcel of land at the northwest corner of IL Route 72 and Center Drive as an animal hospital and future animal boarding facility. The Plan Commission conducted a Public Hearing on the proposal. There was no public testimony provided during the Public Hearing. Upon the conclusion of the Public Hearing the Plan Commission deliberated provided a unanimous recommendation to the Village Board that the Special Use Permit be approved subject to several conditions.

A Motion was made by Trustee Allen and seconded by Trustee LeClercq to Approve Ordinance 08-2022, an Ordinance Approving a Special Use Permit for an Animal Hospital (Red Barn Animal Hospital – Northwest Corner of Route 72 and Center Drive). Roll call vote: Trustees Redfield, LeClercq, Corbett, Allen, Hacker, and Coats voted Aye. 0-nays, 0-abstained. Motion carried.

6. ITEMS FOR DISCUSSION

Concept Presentation Regarding a Development Proposal by Cratos Industrial – Administrator Bourdeau advised the Board that representatives from Cratos Industrial Inc. have approached the Village with a proposal to subdivide, rezone and develop the eastern most portion of Plote parcels at

the intersection of Tyrell Road and Route 72. Cratos Industrial proposes to develop this parcel and construct a 182,000 sq. ft. facility to be used as a multi-tenant industrial warehouse targeted for e-commerce corporations. The applicant has noted that the targeted e-commerce corporations would be smaller scale and not be organizations like Amazon.

The applicant approached the Board and provided a brief explanation of the proposal. The applicant also stated that there would still be 12 acres available for commercial property next to their facility. Several trustees expressed concerns of the residents in the town homes behind the facility being impacted by this development. The applicant explained that there would not be much truck traffic with their facility as they expect to only have three tenants which would probably only have three trucks coming in and out a day. President Zambetti asked if Administrator Bourdeau to speak with the Village's comprehensive plan consultant to get feedback on this proposal.

7. STAFF REPORTS

Clerk Baker

- Economic Interest Statements are due on May 2nd.

Administrator Bourdeau

- The May 3 Board meeting might have a longer agenda as Staff plan to get ahead of all the agreements and purchases needed in the next fiscal year.

Director Grosskopf

- The Waitcus Park playground equipment will be removed tomorrow and the new equipment should be installed within the next week.
- The contractors in Timber Trails are currently doing milling and patching to the roads.
- Ditch work in Dunhill Estates will be next week.

8. TRUSTEES' REPORTS

There were no trustee reports at this time.

9. PRESIDENTS' REPORT

President Zambetti had nothing to report at this time.

10. EXECUTIVE SESSION

A Motion was made by Trustee LeClercq and seconded by Trustee Redfield to Move to Executive Session to Discuss Personnel as permitted under 5 ILCS 120/2 (c) (1). Roll call vote: Trustees Redfield, LeClercq, Corbett, Allen, Hacker, and Coats voted Aye. 0-nays, 0-abstained. Motion carried.

A Motion was made by Trustee LeClercq and seconded by Trustee Allen to Resume Regular Session Meeting. Roll call vote: Trustees Redfield, LeClercq, Corbett, Allen, Hacker, and Coats voted Aye. 0-nays, 0-abstained. Motion carried. Regular session resumed at 8:32 pm.

11. ADJOURNMENT

There being no further public business to discuss, **a Motion was made by Trustee Allen and seconded by Trustee LeClercq to adjourn from the public meeting at 8:33 pm.** Voice vote carried unanimously.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Courtney Baker', written in a cursive style.

Courtney Baker
Village Clerk

Department: 00 GENERAL FUND

AMERICAN MOBILE STAGING INC.	ENTERTAINMENT	2,050.00
ARTHUR J. GALLAGHER	BEVERAGE OPERATIONS	1,318.00
COMPASS MINERALS AMERICA	MFT RESOLUTION	6,745.20
DANIEL & AUBREY FECHALOS	PERFORMANCE BOND AFTER 5/1/04	58.00
DOUBLE D BOOKING	ENTERTAINMENT	11,125.00
GERARD AUDIO	ENTERTAINMENT	2,250.00
IPBC - INTERGOVERNMENTAL PERSONN	EMPLOYEE DENTAL CONTRIBUTION	1,824.59
IPBC - INTERGOVERNMENTAL PERSONN	EMPLOYEE HEALTH INS. CONTRIBUT	24,736.65
IPBC - INTERGOVERNMENTAL PERSONN	EMPLOYEE LIFE INSURANCE	82.78
JK RENTALS, INC	EQUIPMENT & SERVICES	1,967.50
SUNSHINE FARM II	ENTERTAINMENT	750.00
YASH PATEL	PARK PAVILION RENTAL	25.00
Total: 00 GENERAL FUND		52,932.72

Department: 01 ADMINISTRATIVE

AT&T U-VERSE	COMMUNICATIONS	57.59
BENEFIT PLANNING CONSULTANTS,	GROUP HEALTH INS	100.00
CARDUNAL OFFICE SUPPLY	OFFICE SUPPLIES	272.38
CURRENT TECHNOLOGIES, INC.	CONTRACTUAL SERVICES	348.75
PADDOCK PUBLICATIONS	LEGAL NOTICES	74.75
RESERVE ACCOUNT	POSTAGE	200.00
RICHARD SPINKER	CONTRACTUAL SERVICES	140.00
THE BUG MAN, INC	CONTRACTUAL SERVICES	313.50
Total: 01 ADMINISTRATIVE		1,506.97

Department: 02 POLICE

ACTION AUTO WORKS INC	MAINTENANCE VEHICLES	1,211.50
AIA SERVICES / CDM PROMOS	COMMUNITY RELATIONS	471.27
DISCOUNT TIRE	MAINTENANCE VEHICLES	619.56
MENARDS - CARPENTERSVILLE	MAINTENANCE BUILDING	397.81
NORTH EAST MULTI-REGIONAL	TRAINING EXPENSE	75.00
RICHARD SPINKER	CONTRACTUAL SERVICES	315.00
RUTLAND-DUNDEE FPD	TRAINING EXPENSE	180.00
SAFETY VISION	OPERATING EXPENSE	658.70
THE BUG MAN, INC	CONTRACTUAL SERVICES	134.00
VERIZON WIRELESS	COMMUNICATIONS	245.07
Total: 02 POLICE		4,307.91

Department: 03 PUBLIC WORKS

AEP ENERGY	STREETLIGHTING	570.77
COMMONWEALTH EDISON	STREETLIGHTING	73.75
MENARDS - CARPENTERSVILLE	SMALL TOOLS AND EQUIPMENT	4.76
MMD	MAINTENANCE STREETS	252.99
RICHARD SPINKER	CONTRACTUAL SERVICES	140.00
THE BUG MAN, INC	CONTRACTUAL SERVICES	225.00
Total: 03 PUBLIC WORKS		1,267.27

Department: 04 BUILDING

CARDUNAL OFFICE SUPPLY	OFFICE SUPPLIES	43.92
SAFEBUILT, LLC	BUILDING PERMIT EXPENSE	665.00
Total: 04 BUILDING		708.92

Department: 06 PARKS

AEP ENERGY	UTILITIES	175.13
COMMONWEALTH EDISON	UTILITIES	30.00
RUSSO POWER EQUIPMENT	MAINTENANCE GROUNDS	914.81

Total: 06 PARKS 1,119.94

Department: 10 WATER SYSTEMS

ALTERNATE POWER INDUSTRIES INC	CONTRACTUAL SERVICES	722.16
CARDUNAL OFFICE SUPPLY	OFFICE SUPPLIES	101.56
COMMONWEALTH EDISON	UTILITIES	134.48
CONSTELLATION NEWENERGY, INC	UTILITIES	200.09
MCMASTER-CARR SUPPLY COMPANY	MAINTENANCE PARTS & MATERIALS	92.95
MENARDS - CARPENTERSVILLE	SMALL TOOLS AND EQUIPMENT	12.73
NORTHWESTERN MEDICINE OCCUPATION	CONTRACTUAL SERVICES	86.00
PACE ANALYTICAL SERVICES	LABORATORY TESTING	17.50
POLLARD WATER	MAINTENANCE PARTS & MATERIALS	34.63
THIRD MILLENNIUM ASSOCIATES	PRINTING	53.65
VIKING CHEMICAL COMPANY	CHEMICALS	1,537.55
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Total: 10 WATER SYSTEMS		2,993.30

Department: 20 WASTEWATER SYSTEMS

ALEXANDER CHEMICAL CORPORATION	CHEMICALS	7,833.64
ALTERNATE POWER INDUSTRIES INC	CONTRACTUAL SERVICES	1,161.12
CARDUNAL OFFICE SUPPLY	OFFICE SUPPLIES	101.56
CONSTELLATION NEWENERGY, INC	UTILITIES	11,287.02
MENARDS - CARPENTERSVILLE	SMALL TOOLS AND EQUIPMENT	12.72
MENARDS - CARPENTERSVILLE	MAINTENANCE PARTS & MATERIALS	18.24
MENARDS - CARPENTERSVILLE	MAINTENANCE VEHICLES	34.49
NICOR	UTILITIES	3,125.42
NORTHWESTERN MEDICINE OCCUPATION	CONTRACTUAL SERVICES	86.00
POLLARD WATER	MAINTENANCE PARTS & MATERIALS	34.62
SUBURBAN LABORATORIES	LABORATORY TESTING	1,884.05
THIRD MILLENNIUM ASSOCIATES	PRINTING	53.65
USA BLUEBOOK	LAB SUPPLIES & EQUIPMENT	365.93
USA BLUEBOOK	MAINTENANCE PARTS & MATERIALS	1,578.03
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Total: 20 WASTEWATER SYSTEMS		27,576.49

*** GRAND TOTAL *** 92,413.52



Village of Gilberts

Village Hall
87 Galligan Road, Gilberts, Illinois 60136
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To: President Zambetti & Board of Trustees
From: Brian Bourdeau, Village Administrator
Aaron Grosskopf, Public Works Director
Date: May 3, 2022
Re: Item 4.A: Approval of Resolution 11-2022, Authorize the Purchase and Installation of New Chlorine Room Equipment from Gasvoda & Associates

Background:

The Public Works Department is planning to revitalize its current chlorine room with new equipment and regulators. This work will replace all of the existing chlorine equipment, with the exception of scales, and bring them all to new status. The utilities division did look at repairing equipment, but are very hesitant as some of the equipment is corroded and would most likely be damaged through the repair process.

This is especially true with all of the plastic material in the chlorine room. Due to the corrosive environment, the plastic becomes very brittle. This then leads to hair-line cracks and breaks in the equipment which can prevent us from creating a vacuum to draw the gas into solution for treatment. The chlorine equipment has a critical role in the oxidation process for the removal of Hydrogen Sulfide before filtration and the finished chlorine assures that we maintain safe drinking water throughout our distribution system.

Summary:

The Village has sought pricing for replacing and installing the following equipment in the Chlorine Room:

- 2 – Auto Valve Automated Chlorinator Units
- 4 – Cylinder Mounted Auto-switchover Vacuum Regulators
- 2 – CVB Ejectors
- 2 – Pressure Relief Valves
- 2 – In Line Check Valves

The Village's expected timeline for this project to be completed is approximately 2 days. The utility department will assure that the Towers are full on the first day of the install to assure plenty of time for the equipment switchover before the plant needs to run. Then the utility department will be able to manually set the Chlorine until the automated equipment is fully functional. This project will not affect the Village's water treatment capabilities in any way.

The total cost for equipment, installation and shipping is quoted to be **\$17,341.00**. The Village had a budgeted amount of 20,000.00 for the project. The equipment that will be removed from the chlorine room will be declared surplus and disposed of in the proper fashion. Since it has had

May 3, 2022 Village Board Meeting
Authorize the Purchase and Installation of New Chlorine Room Equipment from Gasvoda &
Associates - 2

exposure in that environment for an extended period of time it currently holds no value to sell or retain as backup equipment.

Conclusion:

Village Staff is seeking authorization from the Village Board of Trustees to utilize funds from account 20-10-5480 (Capital Equipment) in a not-to-exceed amount of \$20,000.00 to Gasvoda and Associates for the Rehabilitation of the Chlorine Room.

VILLAGE OF GILBERTS

RESOLUTION 11-2022

A RESOLUTION AUTHORIZING APPROVAL OF AN AGREEMENT WITH GASVODA & ASSOCIATES FOR THE PURCHASE AND INSTALLATION OF NEW CHLORINE ROOM EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$20,000

WHEREAS, the Village of Gilberts (“Village”) has a water treatment facility; and

WHEREAS, chlorine treatment at the water plant is crucial to ensure that village water is safe to drink; and

WHEREAS, much of the existing chlorine treatment equipment is corroded and in need of repair; and

WHEREAS, funds were included in the FY2023 Budget for water system capital equipment; and

WHEREAS, Gasvoda & Associates is the only vendor in the area that provides this equipment and services; and

WHEREAS, the Village obtained a quote from Gasvoda & Associates for chlorine room equipment and installation.

THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, ILLINOIS, as follows:

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

Section 2. Approval; Authorization. The Village Board of Trustees hereby authorizes the Village Administrator to execute agreements and other necessary documents with Gasvoda & Associates for the purchase and installation of chlorine room equipment for the water treatment plan in an amount not to exceed \$20,000.

Section 3. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this ____ day of _____ 2022.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Dave LeClercq	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Lou Hacker	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2022

Village President, Guy Zambetti

(SEAL)

ATTEST: _____
Courtney Baker, Village Clerk



Village of Gilberts

Village Hall
87 Galligan Road, Gilberts, Illinois 60136
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To: President Zambetti & Board of Trustees
From: Brian Bourdeau, Village Administrator
Aaron Grosskopf, Public Works Director
Date: May 3, 2022
Re: Item 4.D: Approval of Resolution 12-2022: Resolution Authorizing Approval of an Agreement with DPS Equipment Services to Perform a Rebuild of the South Clarifier at the Wastewater Treatment Plant in an Amount Not to Exceed \$24,900

Background:

The South Clarifier at the Village's Wastewater Treatment Plant is now over twenty years old and is in need of maintenance to ensure its longevity and efficiency. The clarifier performs a critical part in the Village's wastewater treatment process by separating liquids from solids by thickening the solids into a sludge which is then pushed into the digester tanks. Besides routine maintenance, this will be the Village's first time taking the clarifier out of service to perform an in-depth rebuild.

This project was brought forward during the budget process and is an approved capital item for FY 2022-2023 and is the final year of a two-year program to rebuild the Village's clarifier systems.

Summary:

The Village has solicited pricing from the same contractor used last year to perform the required work to maintain the clarifier. The Village will drain the clarifier to complete the job, and we will be utilizing the secondary clarifier during the downtime. The Public Works Staff anticipates a turn-around of one week on the project from start to finish. The Village does not expect any disruptions or issues with our treatment process as this project is completed.

Below is a list of work that will be performed by the contractor:

- Furnish all labor and materials needed for the project.
- Complete disassembly and solvent cleaning main and intermediate gear assemblies.
- Replacing the following items; bearings, bearing races, seals, stop blocks, dust shield, Gearmotor, drive chain, drive and driven sprockets, alarm and overload switches, gaskets, fasteners, and intermediate top plates.
- Perform thorough cleaning and inspection of internal gears, housing, and shafts.:

Please see the attached quote for details. While DPS Equipment Services quote did come in at **\$24,900.00**. Due to DPS only minorly increasing the price from performing the work on the North Clarifier last year and with their familiarity of the system the Village is recommending

May 3, 2022 Village Board Meeting
Authorize DPS Equipment Services to Perform South Clarifier Rebuild -2

moving forward with the same contractor. It should be noted that additional quotes for the same project were sought last year and all came in much higher than the proposed price from DPS.

Conclusion:

Village Staff is seeking approval from the Village Board of Trustees to utilize funding in a not-to-exceed amount of **\$24,900.00** to DPS Equipment Services, INC from account 20-20-5480 (Capital Equipment) to perform maintenance on the South Clarifier.



EQUIPMENT SERVICES, INC.
process equipment repair, retrofit, reconditioning services

SERVICE PROPOSAL #22-104

Date: April 22, 2022

Page 1 of 3

Mr. Brad Richolson
Village of Gilberts
87 Galligan Rd.
Gilberts, IL 60136

Work Location: Wastewater Plant 73 Industrial Dr.

Site Telephone: 847/428-4167

Scope of Services

We hereby propose to furnish labor and material as necessary to rebuild the drive assembly on one (1) circular clarifier originally furnished by Envirex/Evoqua under original order #18781.

Project shall consist of completely disassembling and thoroughly cleaning the intermediate and main gear assemblies. The, internal gears, housings and shafts shall be solvent cleaned, inspected, and re-used. All bearings, bearing races, seals, stop blocks, dust shield, gearmotor (Nord), drive chain, drive and driven sprockets, alarm and overload switches, gaskets, fasteners, and intermediate top plates shall be replaced. The sealing surfaces on the input and output shafts shall be reconditioned or relocated if necessary.

Project Cost: \$24,900.00

Project cost includes: project management, all field and administrative labor, replacement components, standard and specialty tools, equipment, travel, and living expenses.

Note: (1) Client shall drain and clean clarifier basin prior to the start of the project (project should take about four days).

(2) Client shall furnish replacement oil.

All work is guaranteed to be as specified, and the above work is to be performed in accordance with or to exceed the manufacturer's specifications for above work, and completed in a substantial workmanlike manner.

Respectfully submitted,

Michael R. Sears - Project Manager

TERMS GOVERNING CUSTOMER SERVICES

1. **Basis of Price:**
 - A. DPS, Inc.'s prices do not include the cost of materials or the cost of any third party services unless expressly stated within this proposal. Materials furnished by DPS, Inc. shall be covered under the proposal warranty.
 - B. DPS, Inc. prices do not include sales, use, excise or other similar taxes unless expressly stated within this proposal.
 - C. Bonds, insurance (other than our normal coverage), and other premiums are not included. Additional bonding and insurance requirements, if required or requested by the Client, will be added at cost to the proposal price.
 - D. Terms of Payment: Net 20 days from the Date of Invoice unless otherwise agreed to in advance and in writing. Partial invoices for equipment and materials will be submitted when the equipment and materials are shipped to the job site. Partial invoices for labor and services may be submitted at the end of each month through project completion. In the event any payment becomes past due, a compound interest charge of 1.5 percent shall be assessed monthly and for any portion thereafter. Client agrees to pay any and all actual Attorneys' fees and court costs if attorneys are retained to collect any past due amounts.
2. **Cancellation:** In the event of cancellation, Client agrees to compensate DPS, Inc. for all work performed up to the date of cancellation, unless cancellation is due to default on the part of DPS, Inc.
3. **Performance and Warranty:** DPS, Inc. agrees to perform the services described under the heading "Scope of Services" hereof, within the limits prescribed by the Client, on a good faith basis under the terms and conditions set forth herein. DPS, Inc. shall exercise reasonable skill and judgment in providing such Services. DPS, Inc.'s responsibility is limited to services specifically performed by DPS, Inc. or sub-contracted by DPS, Inc. for the Client. Except for the direct acts or omissions of DPS, Inc. representatives, the responsibility for proper operation and maintenance of the equipment shall be the Client's. ***Failure by the Client to properly operate and maintain the equipment shall void any and all warranty claims and remedies that may result.*** DPS, Inc. warrants that services shall be of good quality in all respects. Services shall be performed, findings obtained, and recommendations prepared in accordance with generally and currently accepted industry standards, principles and practices. The services of DPS, Inc. technicians shall be free of defects in workmanship ***FOR A PERIOD OF ONE (1) YEAR*** from the date of completion. **Remedy:** All warranty claims in connection with the services to be performed hereunder shall be made promptly by the Client in writing and received by DPS, Inc. within one year after DPS, Inc. last performed substantial and related work at the job site. DPS, Inc. shall repair or replace services proven to be defective in workmanship, or at DPS, Inc. sole option, refund the cost of the services. ***DPS, Inc. may accept back charges for warranty claims performed by the Client, provided that DPS, Inc. has given its written approval PRIOR to the Client performing such services.***
4. **Safety:** Services shall be performed only under safe conditions. DPS, Inc. shall not have any obligation to work or to continue working in a hazardous environment. DPS, Inc. has the right to discontinue or terminate operations if, in its sole discretion, such discontinuation or termination is necessary for safety and/or health reasons. Charges, as set forth above and below, shall be made for safety and security measures required by hazardous job conditions. All safety related equipment, clothing, devices, etc., furnished by DPS, Inc. at the request or requirement of the Client shall be added at cost to the Proposal price.
5. **Independent Contractor:** DPS, Inc. shall be considered a Professional Services provider, independent agent, representative or contractor; not an employee or joint venture of Client. DPS, Inc. shall determine the time, manner, means and method of providing the services and shall furnish all labor and tools necessary to perform such services unless otherwise specified in writing; provided, however, DPS, Inc. shall not be responsible for negligence of Client or any other person or entity in the design or selection of a specific manner, means, method or technique which is required by the Client.
6. **Information:** DPS, Inc. shall rely upon information supplied by Client, or Client's engineers or consultants, or information available from generally accepted sources, without independent verification. DPS, Inc. assumes no responsibility for the accuracy of such information and shall not be liable to Client for any inaccuracies contained therein.
7. **Delays and Extensions of Time:** If DPS, Inc. is delayed at any time in the progress of the services by any act or negligence of the Client, including its employees or agents, separate contractor employed by the Client, changes ordered in the Scope of Services, labor disputes, adverse safety conditions, weather related delays, unavoidable casualties, or any causes beyond DPS, Inc.'s reasonable control, or by delay authorized by the Client, then the time to complete the services shall be extended. Additional charges may be made to cover any unforeseen or unusual circumstances not anticipated by DPS, Inc. and the Client, when agreed to by both parties in writing.

8. **Changes, Delays and Unusual Costs:** If the Client requests or causes changes to be made in the Scope of Services, or if the Client delays the progress of work covered by the quotation, DPS, Inc. shall adjust the contract price to reflect any increase or decrease.
9. **Permits and Licenses:** Unless otherwise indicated in writing, Client shall procure and provide all necessary permits and licenses required for the services proposed.
10. **Insurance:** DPS, Inc. shall assume responsibility for workmen's compensation coverage of DPS, Inc. employees only. DPS, Inc. shall provide General liability coverage of \$2,000,000, and Automobile coverage of \$1,000,000. All other insurance coverage and necessary permits to accomplish project shall be provided by the Client.
11. **Indemnification:** Client agrees to indemnify and hold DPS, Inc., its directors, officers, stockholders, employees, representatives or agents harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability or costs (including actual attorneys' fees and other costs of defense) which arise out of or result from any negligent act or omission of the Client, its employees, agents, consultants, other contractors or any other person or entity; all except and to the extent that such claims, demands, causes of action, liabilities or costs are caused by the sole negligence of DPS, Inc., its directors, officers, stockholders and employees. Non-prevailing party agrees to pay any and all actual attorney fees and court costs if attorneys are retained relative to any dispute between the parties.
12. **GENERAL LIMITATION OF LIABILITY:** Under this agreement, DPS, Inc. shall only be liable for damages for the scope of services provided. DPS, Inc. shall not be liable for any consequential or incidental damages, including but not limited to, damages resulting from injury to persons or property, loss of profits, loss of business reputation, or any other losses or expenses not in connection with the scope of services furnished.
13. **Non-waiver:** The failure of DPS, Inc. to insist upon strict performance of any of the terms or conditions stated herein shall not be considered a continuing waiver of any such term or condition or any of its rights, nor shall it imply a course of performance between the parties.
14. **Prevailing Wage:** DPS, Inc. shall pay all labors, mechanics, and other workers employed by DPS, Inc. the current prevailing Wage rate as required. DPS, Inc. shall also furnish certified payroll forms if required.
15. **Complete Agreement:** The complete agreement between DPS, Inc. and the Client is contained herein and no additional or different term or condition shall be binding unless mutually agreed to in writing. If any term of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of all other terms hereof shall no way be affected thereby. This Agreement shall take effect upon acceptance and execution by the Client and DPS, Inc.
16. The pricing in this proposal shall be valid for ninety (90) days.

This proposal shall become a contract only when accepted by the Client and accepted by DPS, Inc. through respective signatures by authorized personnel.

Proposal submitted by: 
 Michael R. Sears – Project Manager, DPS, Inc.

Accepted by Client:

 Client Affiliation

By: _____ Date: _____

VILLAGE OF GILBERTS

RESOLUTION 12-2022

A RESOLUTION AUTHORIZING APPROVAL OF AN AGREEMENT WITH DPS EQUIPMENT SERVICES TO PERFORM A REBUILD OF THE SOUTH CLARIFIER AT THE WASTEWATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$24,900

WHEREAS, the Village of Gilberts (“Village”) operates and maintains a wastewater treatment system; and

WHEREAS, the during FY2022 the Village commenced a two-year program to rebuild both clarifiers at the wastewater treatment plant; and

WHEREAS, funds were included in the FY2023 Budget for year two of the rebuild program focused on the south clarifier; and

WHEREAS, the Village has previously utilized DPS Equipment Services in the rebuild of the north clarifier and therefore DPS has a familiarity with the Village’s clarifier system.

THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, ILLINOIS, as follows:

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

Section 2. Approval; Authorization. The Village Board of Trustees hereby authorizes the Village Administrator to execute an agreement and other necessary documents with DPS Equipment Services to perform a rebuild of the south clarifier as the wastewater treatment plant in an aggregate amount not-to-exceed \$24,900.

Section 3. Waiver of Competitive Bidding. To the extent any competitive bidding requirements apply to the agreements with DPS Equipment Services, such competitive bidding requirements are hereby waived pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1).

Section 4. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane

County, Illinois, this ____ day of _____ 2022.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Dave LeClercq	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Lou Hacker	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

APPROVED THIS ____ DAY OF _____, 2022

Village President, Guy Zambetti

(SEAL)

ATTEST: _____
Courtney Baker, Village Clerk



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
	Original	22-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of Gilberts Illinois that there is hereby appropriated the sum of one hundred twenty-five thousand Dollars (\$125,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/22 to 04/30/23

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Gilberts shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Courtney Baker Village Clerk in and for said Village of Gilberts in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of Gilberts at a meeting held on 05/03/22

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 3 day of May, 2022

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date



Estimate of Maintenance Costs

Submittal Type

Estimate of Cost for

Maintenance Period

Local Public Agency	County	Section Number	Beginning	Ending
Village of Gilberts	Kane	22-00000-00-GM	05/01/22	04/30/23

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Snow Removal	I	No	Salt	ton	1,000	\$75.00	\$75,000.00	\$75,000.00
Bond Payment	I	No	Road bond payment		1	\$50,000.00	\$50,000.00	\$50,000.00
Total Operation Cost								\$125,000.00

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)				
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)				
Maintenance Total				

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total				

Total Estimated Maintenance

Remarks

SUBMITTED

Local Public Agency Official Date

Title

APPROVED

County Engineer/Superintendent of Highways Date

Regional Engineer Department of Transportation Date



Village of Gilberts
Village Hall
87 Galligan Road, Gilberts, Illinois 60136
Ph. 847-428-2861 Fax: 847-428-2955
www.villageofgilberts.com

To: President Zambetti & Board of Trustees
From: Brian Bourdeau, Village Administrator
Aaron Grosskopf, Public Works Director
Date: May 3, 2022
Re: Item 4.Q: Approval of Resolution 25-2022: a Resolution Authorizing Approval of an Agreement with Hampton, Lenzini and Renwick, Inc. (HLR) for a Topographic Survey of all Village Utilities in an Amount Not to Exceed \$42,500

Background:

Earlier this year the Village implemented a new online GIS system that can be used for a multitude of items and benefits which include the following:

- Increased dataset for utilities
- Opportunity to create dataset for items such as signage, hydrant locations, parkway tree locations, special needs residences, and other items.
- Ability to better respond in an emergency situation
- Assists in planning for future and potential developments
- Assists in planning for various utility projects
- Quicker and more accurate responses to resident requests and questions.
- Increased transparency for citizen engagement (residents can utilize basic GIS system through Village website)
- Improved and more efficient decision making by government officials
- Help identify weak points in Village utilities and plan for future expansion.

The initial investment into the program was able to initialize our online system, while creating base datasets with the information that was available from our original ATLAS maps. This has been a benefit to the Village already as we now have access on mobile devices and tablets to pull information in the field. As well as the ability to create and post maps online.

Summary:

During the budgeting process the Village Board authorized \$50,000.00 of ARPA funds for a detailed topographic survey of all the Village utilities (water, sanitary, and storm). The project proposed by HLR would include a topographic survey of all the following items in the Village's infrastructure:

- ❖ Sanitary Sewer
 - Manhole Structure Frames – 654 Each
 - Cleanout Frames – 10 Each

May 3, 2022 Village Board Meeting
Authorize HLR to Perform an In-Depth Survey on Village Utilities- 2

- Lift Station Structure Frame 7 Each
- Force main Valve Vault Structure Frame – 2 Each
- ❖ Storm Sewer
 - Manhole Structure Frames – 698 Each
 - Catch Basin Structure Frames – 341 Each
 - Flared End Section Structure Flowline – 390 Each
 - Inlet Structure Frames - 611
 - Curb Inlet Structure Flowline – 8 Each
 - Cleanout Frames- 115 Each
- ❖ Water Main
 - Fire Hydrants – 486 Each
 - Valve Vaults Structure Frames – 455 Each
 - Well Structure Frame – 3 Each
 - Air Release Valve Frame – 7 Each

The total proposed project cost is **\$42,500.00**. Village Staff are recommending HLR for the work due to the familiarity with the Village's GIS system. They are already linked to the Village's online account with permission to make changes at our request. This will ease the implementation of the new data sets into our system. Additionally, the Village plans to use funding in equal amounts across three Capital Equipment accounts in the Water, Wastewater and Streets budgets.

Along with the bas proposal, HLR added extra options for a video survey of our applicable structures as well as an in-depth condition check for an addition \$66,000.00. At this moment the Village would recommend proceeding with option A for the original proposed scope.

Conclusion:

Village Staff are requesting the Village Board of Trustees to authorize funding in equal amounts from accounts 20-10-5480, 20-20-5480 and 01-03-5480 in a not-to-exceed amount of \$42,500.00 to HLR for a Topographical Survey of Village Utilities.

VILLAGE OF GILBERTS

RESOLUTION 14-2022

A RESOLUTION AUTHORIZING APPROVAL OF AN AGREEMENT WITH HAMPTON, LENZINI AND RENWICK, INC. (HLR) FOR A TOPOGRAPHIC SURVEY OF ALL VILLAGE UTILITIES IN AN AMOUNT NOT TO EXCEED \$42,500

WHEREAS, the Village of Gilberts (“Village”) operates and maintains a water treatment plant and distribution system, wastewater treatment system, and stormwater conveyance system and

WHEREAS, the during FY2022 the Village implemented a GIS solution thorough HLR; and

WHEREAS, funds were included in the FY2023 Budget utilizing ARPA funds to conduct a detailed topographic survey of the Village’s utilities (water, wastewater and stormwater); and

WHEREAS, the Village has previously utilized HLR for assistance in GIS implementation services.

THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, ILLINOIS, as follows:

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

Section 2. Approval; Authorization. The Village Board of Trustees hereby authorizes the Village Administrator to execute an agreement and other necessary documents with Hampton, Lenzini and Renwick, Inc. to perform a topographic survey of all Village utilities in an aggregate amount not-to-exceed \$42,500 as shown in Exhibit A.

Section 3. Waiver of Competitive Bidding. To the extent any competitive bidding requirements apply to the agreements with Hampton, Lenzini and Renwick, Inc., such competitive bidding requirements are hereby waived pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1).

Section 4. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane

County, Illinois, this ____ day of _____ 2022.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Dave LeClercq	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Lou Hacker	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

APPROVED THIS ____ DAY OF _____, 2022

Village President, Guy Zambetti

(SEAL)

ATTEST: _____
Courtney Baker, Village Clerk



Hampton, Lenzini and Renwick, Inc.

Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists
www.hlrengineering.com

April 22, 2022

Mr. Aaron Grosskopf
Director of Public Works
73 Industrial Drive
Gilberts IL 60136

Re: Citywide Survey Data Collection of Utilities

Dear Mr. Grosskopf:

We prepared this letter to serve as the agreement between the Village of Gilberts (Client) and Hampton, Lenzini and Renwick, Inc. (Consultant) for Citywide Survey Data Collection of City owned Utilities.

SCOPE OF SERVICES

The Client and Consultant have agreed to a list of Basic Services the Consultant will provide to the Client, listed on the appended Scope of Services, labeled as Exhibit A.

If agreed to in writing by the Client and Consultant, the Task Order Scope of Services shall be provided and shall be labeled as Exhibit B, and appended hereto.

Services not set forth above as Basic Services and not listed in Exhibit A of this agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed in the Exhibit A.

All of the above services are to be performed in conformance with the requirements of the Village of Gilberts

RESPONSIBILITIES OF CLIENT

It is the Consultant's understanding that the Client will provide the following assistance, information, and related materials relative to the above-described project:

Available Applicable As-Built Drawings
Available Applicable CAD Files
Available Applicable Access to GIS Files/Account Access

Information Provided by Others

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

COMPENSATION

Billing Terms

For our services we will be compensated at the following hourly rates which will be considered payment in full to Hampton, Lenzini and Renwick, Inc. for actual employee time utilized to provide the required services, said rates include overhead and burden costs plus profit. Other out-of-pocket expenses will be reimbursed at our actual cost.

Employee Classification	2022 Rates
PRINCIPAL	\$225.00
ENGINEER 6	\$195.00
ENGINEER 5	\$175.00
ENGINEER 4	\$160.00
ENGINEER 3	\$150.00
ENGINEER 2	\$120.00
ENGINEER 1	\$105.00
STRUCTURAL 2	\$210.00
STRUCTURAL 1	\$170.00
TECHNICIAN 3	\$140.00
TECHNICIAN 2	\$120.00
TECHNICIAN 1	\$85.00
INTERN/TEMPORARY	\$60.00
LAND ACQUISITION	\$155.00
SURVEY 2	\$145.00
SURVEY 1	\$115.00
ENVIRONMENTAL 2	\$150.00
ENVIRONMENTAL 1	\$100.00
ADMINISTRATION 2	\$140.00
ADMINISTRATION 1	\$80.00

These rates will remain in effect through December 31, 2022. In the event our services are required after that date, we will submit revised rates to be utilized through December 31, 2023.

Payment Terms

Invoices shall be submitted by the Consultant on a monthly basis, are due upon presentation and shall be considered past due if not paid within 30 calendar days of the invoice date.

If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon 30 calendar days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement.

and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.

Payments to the Consultant shall not be withheld, postponed, or made contingent on the construction, completion, or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions, or offsets shall be made from the Consultant's compensation for any reason unless the Consultant has been found to be legally liable for such amounts.

GENERAL TERMS AND CONDITIONS

Assignment

Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this agreement without the prior written consent of the other party. Subcontracting to sub-consultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this agreement.

Authorized Representatives

The Client and Consultant hereby designate their authorized representatives to act on their behalf with respect to the services and responsibilities under this agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project on behalf of their respective parties.

For the Client:

Name Aaron Grosskopf
Title Director of Public Works
Address 73 Industrial Drive
 Gilberts IL 60136
Office Phone..... 847-551-3293
E-mail agrosskopf@villageofgilberts.com

For the Consultant:

Name Ryan Livingston, PE
Title Principal in Charge
Address 380 Shepard Drive
 Elgin IL 60123
Office Phone..... 847-697-6700
Cell Phone 847-254-5231
E-mail rlivingston@hlreng.com

Changed Conditions

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

Confidential Communications

The Consultant may be required to report on or render confidential opinions about the past or current performance and/or qualifications of others engaged or being considered for engagement directly or indirectly by the Client. Those about whom reports and opinions are rendered may as a consequence initiate claims against the consultant. To help create an atmosphere in which the Consultant may freely report or express such opinions candidly in the interest of the Client, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant against all damages, liabilities, or costs arising from the rendering of such confidential opinions and reports by the Consultant to the Client or to the Client's agents.

Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors, or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Corporate Protection

It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against Hampton, Lenzini and Renwick, Inc., a Delaware corporation, and not against any of the Consultant's individual employees, officers, or directors.

Defects in Service

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Delays

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's reasonable control, nor shall the Consultant be deemed in default of this Agreement. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; work slowdowns or stoppages; government ordered industry shutdowns; power or server outages; severe weather disruptions or other natural disasters; fires, riots, war, widespread infectious disease outbreaks (including but not limited to epidemics and pandemics), or other emergencies or acts of nature; failure of any government agency or utility to act in timely manner; failure of the Client to furnish timely information or approve or disapprove of the Consultant's services or work product; delays caused by the faulty performance by the Client's or by contractors of any level; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.

Entire Agreement

This Agreement, comprising pages 1 through 10 and Exhibit A is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings, and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Extension of Protection

The Client agrees that any and all limitations of the Consultant's liability and indemnifications by the Client to the Consultant shall include and extend to those individuals and entities the Consultant retains for performance of the services under this Agreement, including but not limited to the Consultant's officers, partners, and employees and their heirs and assigns, as well as the Consultant's sub-consultants and their officers, employees, heirs and assigns.

Governing Law and Jurisdiction

The Client and the Consultant agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of the State of Illinois.

It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the County of Kane, Illinois.

Hazardous Materials – Suspension of Services

Both parties acknowledge that the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other party encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

Indemnification

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants (collectively, Consultant) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants, or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Jobsite Safety

Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and sub-consultants at a construction/project site, shall relieve the General Contractor of its obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant, and the Consultant's sub-consultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

Mediation

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, sub-consultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

Notice of Delay

If the Consultant becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the Client, the Client's consultants, or any other cause beyond the control of the Consultant, which will result in the schedule for performance of the Consultant's services not being met, the Consultant shall promptly notify the Client. If the Client becomes aware of any delays or other causes that will affect the Consultant's schedule, the Client shall promptly notify the Consultant. In either event, the Consultant's schedule for performance of its services shall be equitably adjusted.

Ownership of Instruments of Service

The Client acknowledges the Consultant's construction documents, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the Client upon completion of services and payment in full of all fees due to the Consultant. The Client shall not reuse or make any modification to the final documents without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants against any damages, liabilities, or costs, arising from the unauthorized reuse or modification of the documents by the Client or any person or entity that acquires or obtains the documents from or through the Client without the written authorization of the Consultant.

Right of Entry

The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others in order for the Consultant to fulfill the Scope of Services included hereunder. Although the Consultant will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and sub-consultants (collectively, Consultant) against any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the discovery of hazardous materials or suspected hazardous materials on the property.

Severability

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of the Agreement shall remain in full force and effect.

Standard of Care

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Supplanting of Former Consultant

In consideration of the risks and rewards involved in this Project, the Client agrees, to the maximum extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any prior consultant employed by the Client on this project and from any claims of copyright or patent infringement by the Consultant arising from the use of any documents prepared or provided by the Client or any prior consultant of the Client's. The Client warrants that any documents provided to the Consultant by the Client or by the prior consultant may be relied upon as to their accuracy and completeness without independent investigation by the supplanting Consultant and that the Client has the right to provide such documents to the supplanting Consultant free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.

Suspension of Services

If the Project or the Consultant's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.

If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.

If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Termination

In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this Project to carry out the intent of this provision.

Unauthorized Changes

In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities, or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

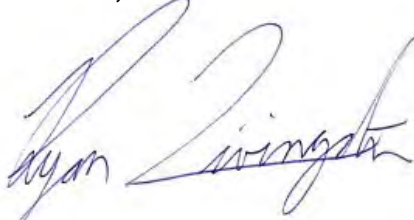
In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Consultant's construction documents without the prior written approval of the Consultant and that further requires the Contractor to indemnify both the Consultant and the Client from any liability or cost arising from such changes made without such proper authorization.

Aaron Grosskopf
Village of Gilberts-Citywide Survey Data Collection of Utilities
April 22, 2022
Page 9

If this agreement meets with the Client's approval, please have the proper Village officials sign and date same where indicated below and return one (1) copy for our file. If you have questions on any of the above, please call me at our Elgin office.

Yours truly,

HAMPTON, LENZINI AND RENWICK, INC.

A handwritten signature in blue ink that reads "Ryan Livingston". The signature is written in a cursive style with a large, looping initial "R".

Ryan Livingston, PE
Vice President
Municipal & Construction Engineering Manager

Enclosure

ACCEPTANCE

The terms and conditions of this letter agreement are hereby accepted by the Village of Gilberts for Citywide Survey Data Collection of Utilities services set forth above. Please check the appropriate box for the services which are approved under this agreement.

BASE SERVICES – Not to Exceed \$42,500

BASE SERVICES + ADDITIONAL OPTIONAL SERVICES – Not to Exceed \$109,400

By _____

_____ Date

Title _____

ATTEST:

By _____

Title _____

EXHIBIT A
Scope of Service
Citywide Survey Data Collection of Utilities
Village of Gilberts

SCOPE OF SERVICES

The Village of Gilberts (hereinafter the "Client") has requested professional services for Citywide Survey Data Collection of Utilities (hereinafter the "Project"). The following outlines the proposed Project scope of services.

UNDERSTANDING OF THE PROJECT

Hampton, Lenzini and Renwick, Inc. (HLR) has prepared this Scope of Work for engineering services based on our knowledge of the Project from the following items:

- Sanitary Atlas Maps Received via email March 2, 2021
- Storm Water Atlas Maps Received via email March 2, 2021
- Water Atlas Maps Received via email March 2, 2021
- GIS Maps Services provided previously, Agreement Dated March 11, 2021 link to KMZ file;
 - <https://drive.google.com/file/d/15EaCJFA3SkD7MU5TqkScZ46K7yu6vIpx/view?usp=sharing>)

The following is a list of basic project understandings

- Survey Data Collection of City owned Utilities
- City Owned Utilities include specific components of the Sanitary Collection System, Water Distribution System and Stormwater Collection System
- These services will NOT include confined space entry by the Consultant
- Horizontal and Vertical position of the following system assets will be collected:
 - Sanitary Sewer
 - Storm Sewer
 - Water Main
- Horizontal and Vertical accuracy as typically derived from GPS RTK fixed solution
- The Utility Atlases and GIS Data File previously provided by the Village are assumed to be accurate
- If attempts to locate assets in the field which are identified on the provided Utility Atlases and CAD take longer than 5 minutes due to them being buried or outside a 20' radius of the identified location they will be skipped and the Client will be responsible for assisting in locating them
- The Client will be responsible for providing access to any assets located within private property either within or not within easements.
- The Client will be responsible for notifying private property owners of an access requirements by the Consultant.

The project limits are understood to be within the Corporate Limits of the Village of Gilberts

Schedule – Based on our project understanding, the following are project milestones desired by Client.

Notice to Proceed	May 3, 2022
Complete Data Collection of All Assets	January 1, 2023
Upload Elevations to GIS	March 31, 2023

SCOPE OF SERVICES

1. Survey and Land Acquisition

Based on our understanding of the project and the needs of the client the following services are included in the scope of service:

Topographic Survey

- Topographic Survey – HLR will provide topographic survey to documents existing conditions for the purpose of preparing the design requested by the Client. Topographic survey will be limited to:
 - Sanitary Sewer
 - Manhole Structure Frames – 654 Each
 - Cleanout Frames – 10 Each
 - Lift Station Structure Frame 7 Each
 - Force main Valve Vault Structure Frame – 2 Each
 - Storm Sewer
 - Manhole Structure Frames – 698 Each
 - Catch Basin Structure Frames – 341 Each
 - Flared End Section Structure Flowline – 390 Each
 - Inlet Structure Frames - 611
 - Curb Inlet Structure Flowline – 8 Each
 - Cleanout Frames- 115 Each
 -
 - Water Main
 - Fire Hydrants – 486 Each
 - Valve Vaults Structure Frames – 455 Each
 - Well Structure Frame – 3 Each
 - Air Release Valve Frame – 7 Each

Topographic survey will be limited to the right-of-way area.

Topographic Survey will be based on the following coordinate system:

Horizontal

- Illinois State Plane – East

Vertical

- NAVD-88

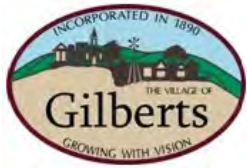
Optional Additional Services

- Video
 - 4K Resolution Video will be captured at identified assets to document their condition, and will be uploaded to said asset in GIS
- Inspection and Inverts
 - Frames and Lids which are stuck or not easily opened with a manhole hook, will be skipped and the Client will be responsible for assisting in access to the structure interior
 - Invert size and types will be identified from the surface, at no point will the Consultant enter structures
- GIS Updates
 - Information collected as part of these services will be updated in the Clients existing GIS.



**VILLAGE OF GILBERTS
PROFESSIONAL SURVEY
CITYWIDE SURVEY DATA COLLECTION OF UTILITIES
DETAILED COST BREAKDOWN**

Task	BASE SERVICES	Employee Classification					Direct Costs	Hours	Fee
		E6	T1	INT/ TMP	SUR 2	SUR 1			
1. SURVEY AND LAND ACQUISITION SERVICES									
	Topographic/Route Survey			180		180		360	\$ 31,500.00
2. PHASE I DESIGN ENGINEERING SERVICES									
	Data Collection (GIS, Utility Plans, Construction Plans, Field Visit)		80					80	\$ 6,800.00
3. COORDINATION AND CONSULTATION									
	Prepare and Attend Kick-off Meeting	2	2		2	2		8	\$ 1,080.00
4. QUALITY ASSURANCE AND PROJECT ADMINISTRATION									
	Quality Assurance and Quality Control	8						8	\$ 1,560.00
	Project Administration	8						8	\$ 1,560.00
Total		18	82	180	2	182	\$ -	464	\$ 42,500.00
5. ADDITIONAL OPTIONAL SERVICES									
	Sanitary Sewer Structure; Video Inspection and Invert Size(s), Type(s) and Elevation(s), GIS Updates (661 Structures)		40	104		104		248	\$ 21,600.00
	Storm Sewer Structure; Visual Inspection and Invert Size(s) , Type(s) and Elevation(s), GIS Updates (1650 Structures)		80	220		220		520	\$ 45,300.00
Total		36	284	504	4	508	\$ -	1336	\$ 66,900.00



Village of Gilberts

Village Hall
87 Galligan Road, Gilberts, Illinois 60136
Ph. 847-428-2861 Fax: 847-428-2955
www.villageofgilberts.com

PTo: President Zambetti & Board of Trustees
From: Brian Bourdeau, Village Administrator
Aaron Grosskopf, Public Works Director
Date: May 3, 2022
Re: Item 4.G: Approval of Resolution 15-2022: a Resolution Authorizing Approval of an Agreement with Advanced Automation & Controls Inc. for SCADA Upgrades at the Galligan Water Tower in an Amount Not to Exceed \$20,000

Background:

The Galligan Water Tower is currently not hooked into the Village's SCADA system. This means that information (pump status, water level, etc.) does not currently display at the Village's water treatment plant. This makes managing the water tower levels and pump status more difficult by necessitating the use of a crew member to verify all of this information at the water tower.

The Public Works Department is requesting funding to have Advanced Automation & Controls integrate the tower into our SCADA system. This will allow the utilities division to monitor the water level, pump temperature level and electrical current draw on the motor and pumps. The price includes the integration into our system as well as a touch panel installed at the water tower for ease of operation.

Additionally, this integration will allow for the tower to be used as a connection point for other radio-controlled SCADA devices. For example, the Glacial Falls Lift station, that has not been accepted by the Village, could be tied into Galligan Tower and hooked into the SCADA system.

Summary:

The work to bring the Galligan Tower into our SCADA system will include the following:

- ❖ Beijer Electronics X2 7" Touch Panel
- ❖ Allen Bradley MicroLogix 1400 PLC and I/O
- ❖ Sixnet 5-port Ethernet switch
- ❖ CalAmp Radio, Omni antenna, lightning surge protection, tower climber, etc.
- ❖ UPS, 24VDC Power Supply, Control Panel Enclosure
- ❖ (1) Current Transducers
- ❖ (1) Level Transducer
- ❖ (1) Temperature Assembly (for monitoring station temperature)
- ❖ Panel Fabrication
- ❖ Installation, programming, and SCADA Integration
- ❖ Electrical drawings

May 3, 2022 Village Board Meeting

Authorize Advanced Automation & Controls to Perform SCADA Upgrades at Galligan Water
Tower - 2

The work is set to be performed by Advanced Automation & Controls due to their familiarity with the Village's SCADA system and control programming.

The Price quoted for this project is **\$15,500.00**, Village Staff are requesting approval in a not-to-exceed amount of **\$20,000.00** (total budgeted amount) in case there are any cost overruns or change orders on the project.

Conclusion:

Village Staff is seeking authorization from the Village Board of Trustees to utilize funds from account 20-10-5480 (Capital Equipment) in a not-to-exceed amount of \$20,000.00 to Advanced Automation & Controls to perform SCADA Upgrades at Galligan Water Tower.

QUOTATION

Phone 815.578.0655
Fax 815.578.0677



780 Ridgeview Drive
McHenry, IL 60050

Name Mr. Zach Ruemelin
Company Village of Gilberts
Address Gilberts, IL

JOB NUMBER: N/A
REFERENCE : Galligan Tower SCADA Integration

Phone Number (224)230-3580
Fax Number

LOCATION: Galligan Tower

PROPOSAL DATE: January 21, 2022

AS SPECIFIED AS EQUAL F.O.B. FACTORY PRICES DO NOT INCLUDE SALES OR USES TAXES

AS ALTERNATIVE TRSP. PREPAID TERMS: NET -30 DAYS PER ATTACHED TERMS AND CONDITIONS

ITEM	QUAN	DESCRIPTION	TOTAL PRICE
1	1	<p>Advanced Automation and Controls, Inc. is pleased to provide the following Quotation for the control panel and SCADA integration at the Galligan Tower.</p> <p>Galligan Tower Control Panel and SCADA Integration</p> <ul style="list-style-type: none"> • Beijer Electronics X2 7" Touch Panel • Allen Bradley MicroLogix 1400 PLC and I/O • Sixnet 5-port Ethernet switch • CalAmp Radio, Omni antenna, lightning surge protection, tower climber, etc. • UPS, 24VDC Power Supply, Control Panel Enclosure • (1) Current Transducers • (1) Level Transducer • (1) Temperature Assembly (for monitoring station temperature) • Panel Fabrication • Installation, programming, and SCADA Integration • Electrical drawings <p>If you should have any or require further information, please do not hesitate to call.</p>	<p>Pricing Breakdown</p> <p>Total Cost: \$15,500.00</p>

ACCEPTED THIS _____ DAY OF _____ 2022

PRICE FIRM FOR 30 DAYS

SUBMITTED THIS: _____

BY: _____

Advanced Automation
& Controls, Inc. BY:

Paul Hedstrom
Sr. Application

www.acontrolsinc.com

VILLAGE OF GILBERTS

RESOLUTION 15-2022

**A RESOLUTION AUTHORIZING APPROVAL OF AN AGREEMENT WITH
ADVANCED AUTOMATION & CONTROLS INC. FOR SCADA UPGRADES AT THE
GALLIGAN WATER TOWER IN AN AMOUNT NOT TO EXCEED \$20,000**

WHEREAS, the Village of Gilberts (“Village”) operates and maintains a water treatment and distribution system; and

WHEREAS, the Village system has three water towers, two of which are equipped with SCADA; and

WHEREAS, funds were included in the FY2023 Budget to connect the third water tower to the Village’s SCADA system; and

WHEREAS, the Village’s current SCADA controls and programming are provided by Advanced Automation & Controls, Inc.

THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, ILLINOIS, as follows:

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

Section 2. Approval; Authorization. The Village Board of Trustees hereby authorizes the Village Administrator to execute an agreement and other necessary documents with Advanced Automation & Controls, Inc. for the upgrade of SCADA controls and integration of the third water tower to the Village’s SCADA system Park in an aggregate amount not-to-exceed \$20,000.

Section 3. Waiver of Competitive Bidding. To the extent any competitive bidding requirements apply to the agreements with Advanced Automation & Controls, Inc., such competitive bidding requirements are hereby waived pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1).

Section 4. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane

County, Illinois, this ____ day of _____ 2021.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Dave LeClercq	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Lou Hacker	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

APPROVED THIS ____ DAY OF _____, 2021

Village President, Guy Zambetti

(SEAL)

ATTEST: _____
Courtney Baker, Village Clerk



Village of Gilberts

Village Hall
87 Galligan Road, Gilberts, Illinois 60136
Ph. 847-428-2861 Fax: 847-428-2955
www.villageofgilberts.com

To: President Zambetti & Board of Trustees

From: Brian Bourdeau, Village Administrator
Aaron Grosskopf, Public Works Director

Date: May 3, 2022

Re: Item 4.H: Approval of Resolution 16-2022: a Resolution Authorizing the Execution of an Agreement with Okeh Electric for the Electrical Rework and Equipment Replacement of the Digester and Clarifier Tanks in an Amount Not to Exceed \$197,000

Background:

The current electrical equipment located in both the digesters and the clarifiers is in need of replacement. The current equipment and wiring is coming into the age where many issues can arise and can present severe safety hazards if not replaced. This work will include the replacing of all electrical equipment and wiring in both digesters and both clarifiers with new explosion proof equipment. The explosion proof equipment is a requirement due to the environment that the items are currently housed.

None of the equipment will need to be taken down for longer than 1-2 days while the work is being performed and no draining or emptying of the tanks will be required. All of the work can be completed above water level surface. Village operations are planned to run without issue due to having two buildings of each process. This means that while one digester or clarifier is down the other can still be used to process wastewater at the plant.

Due to the anticipated cost of the project, Village Staff have elected to place the project out for bid. The bid was released on April 18th and opened on April 27.

Summary:

The project will include a large amount of electrical rework and equipment replacement within the digesters and clarifiers at the Village's Wastewater Facility. The Village received only one bid for the project from Okeh Electric. Below is a summary of the work that will be completed:

- Aerobic Digesters
 - Work to Include the following:
 - Disconnect and remove existing conduits, wires, outlets, lighting and switches in both aerobic digesters.
 - Furnish and install rigid pvc coated conduit, junction boxes, switches, outlets and lighting for Class 1 Division 1 Hazardous location.

- Provide and install NEMA 7 Junction Box for Submersible Pump Cord and float terminations.
 - Provide and install NEMA 4X enclosures to relocate US Filter control panel to exterior of digester structure.
 - Re-use/extend existing power/control feeds from MCC2 via existing junction box on exterior of digester.
- Clarifier 1 & 2
- Work to be Included:
 - Disconnect and remove existing conduits, wires, outlets, lighting and switches in clarifier 1 & 2.
 - Furnish and install rigid pvc coated conduit, junction boxes, switches, outlets and lighting for Class 1 Division 1 Hazardous location.
 - Provide and install NEMA 4X enclosures to relocate US Filter control panel to exterior of clarifier.
 - Re-Use/extend existing power/control feeds from MCC2 via existing junction box on exterior of clarifier.

Village Staff recommends awarding the bid to Okeh Electric in a not-to-exceed amount of \$197,000.00. It should be noted that this was an approved ARPA project through the latest budget transmittal.

Conclusion:

Village Staff recommends the Village Board of Trustees authorize the Award of Bid 22-02 to Okeh Electric in a not-to-exceed amount of \$197,000.00 from account 20-20-5480 (Capital Equipment) for the Electrical Rework and Equipment Replacement of the Digester and Clarifier Tanks.

Attachments:

- A. Received Bid from Okeh Electric
- B. Bid Tabulation Sheet

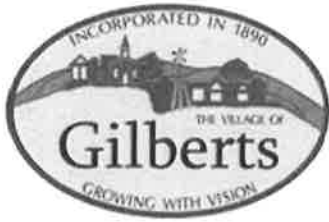
Village of Gilberts

VOG: 22-02

Bid Tabulation-VOG 22-02

Bid Opening: Wednesday, April 27, 2022

<u>Contractors & Items</u>	<u>Totals</u>
Okeh Electric	
Digester Facilities	
Total Material	\$ 64,500.00
Total Labor	\$ 38,000.00
Total Price	\$ 102,500.00
Clarifier Facilities	
Total Material	\$ 58,750.00
Total Labor	\$ 35,750.00
Total Price	\$ 94,500.00
Total Project Cost	\$ 197,000.00
Digester Facilities	
Total Material	
Total Labor	
Total Price	
Clarifier Facilities	
Total Material	
Total Labor	
Total Price	
Total Project Cost	



Request for Pricing

Electrical Rework in Digester and Clarifier Tanks

VOG: 22-02

By Order Of:

Village of Gilberts

Public Works

Department

Date: April 18, 2022

Table of Contents

- I. Legal Notice to Bidders
- II. Instructions to Bidders
- III. Project Specifications
- IV. Bid Certifications
- V. References
- VI. Subcontractors
- VII. Equipment List
- VIII. Bid Sheet
- IX. Appendix

**LEGAL NOTICE
REQUEST FOR PROPOSALS**

VOG: 22-02

Sealed proposals for electrical replacement in the digester and clarifier tanks for the Village of Gilberts will be received at the address listed below until April, 27, 2022 9:00 A.M. Proposals will be publicly opened and read aloud on April 27, 2022 9:01 A.M. Proposals not physically received by the Village by April, 27 2022 9:00 A.M. will be returned, unopened to the firm. Emailed or faxed proposals will not be accepted. All proposals should be addressed to:

**VILLAGE OF GILBERTS
VOG: 22-02
87 INDUSTRIAL DRIVE
GILBERTS, IL 60136**

Bid packets will be available for pickup at two locations 73 Industrial Drive Gilberts, IL 60136 & 87 Galligan Road Gilberts, IL 60136. They will also be available upon request via email to agrosskopf@villageofgilberts.com

This bid is subject to the prevailing wage act. For further information or clarification please visit the Illinois Department of Labor's website.

If required each bid must be accompanied by a Bid Guarantee in the form of a Bid Bond from a company with an A-1 best rating, or a cashier's check in the amount of ten percent (10%) of the total amount of the proposal and made payable to the Village of Gilberts 87 Galligan Road Gilberts, IL 60136. No bid shall be withdrawn for a period of thirty (30) days after the bid opening date without the consent of the Village.

The Village reserves the right to reject any or all proposals and to waive any informality in bidding.

Award of the Contract: The Village of Gilberts, Village Administrator will make the final award of the proposal. The successful bidder and the Village will execute a contract mutually agreeable to both parties within 14 days from the award of bid.

Instructions to Bidders

A. Receipt of Bid:

- a. Bids shall be received by April 27, 2022, 9:00 AM.

B. Basis of Bid:

- a. Sealed bids will be received until the above date and time.

C. Participating Agencies:

- a. The Village of Gilberts 83 Galligan Road Gilberts, IL 60136

D. Bid Description:

- a. Sealed proposals for electrical replacement in the digester and clarifier tanks in the Village of Gilberts.

E. Preparation and Submission of Bids:

- a. Bids are to be submitted by 9:00 A.M. April 27, 2022 at the Village of Gilberts office located at 87 Galligan Road Gilberts, IL 60136. Bid Opening to take place at 9:01 A.M. at the location noted above.
- b. Each bid shall be submitted on the exact forms furnished by the Village of Gilberts. All blank spaces for bid prices, unit costs and alternates must be filled out in either black or blue ink. In any discrepancy in the amount bid, the prices written out in words shall supersede the figures written.
- c. Each bidder must complete, execute and submit with its bid a certification that contractor is not barred from public contracting due to bid-rigging or bid rotating convictions on the form included with the bidding documents.
- d. Each bidder must submit a complete bid package. If an incomplete package is submitted the Village of Gilberts reserves the right to dismiss the bid submittal.
- e. The bid shall be submitted in an opaque sealed envelope on or before the stated time and shall bear the name of the individual(s), firm or corporation submitting the bid.
- f. Bidders may attach separate sheets to the bid for the purpose of explanation, exception, alternate items or to cover unit prices if needed.
- g. Bidders may withdraw their bid either personally or by written request at any time before the bid opening and may resubmit it. No bid may be withdrawn or modified after the bid opening except where the award of contract has been delayed for a period of ninety (90) or more days.
- h. In submitting the bid, the bidder further declares that the only person or party interested in the proposal as principals are those names herein; and that the bid is made without collusion with any other person, firm or corporation.
- i. The bidder further declares that they have carefully examined this entire bid package and they familiarized themselves with all of the local conditions affecting the contract and detailed requirements of this work and understand that in making the bid they waive all

rights to plead a misunderstanding regarding the same.

- j. The bidder further understands and agrees that if their bid is accepted, they are to furnish and provide all necessary machinery, tools, and apparatus. And other means 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 (Village), in the manner and the time therein prescribed, and in accordance with the requirements therein set forth.
- k. The bidder further agrees that if the Village decides to extend or shorten the work or otherwise alter it by extras or deductions, including elimination of one or more of the items, as provided in the specifications, they will perform the work as altered, increased or decreased.
- l. The bidder agrees that the Village of Gilberts representative may at any time, during the progress of the work covered by this contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the bid or contract as a specific item covered by a lump sum price, and which are not included under the bid price for other items in the contract, shall be performed as extra work.
- m. The bidder agrees to complete all work no later than the "Time of Completion" stated in their bid after receipt of the "Notice to Proceed" unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor as will insure its completion within the time limit specifies within the bid, it being understood and agree that completion within the time limit is an essential part of the contract.
- n. By submitting a bid, the bidder understands and agrees that if their bid is accepted and they fail to enter a contract forthwith, they shall be liable to the Village for any damages the Village may suffer as a result of this failing.

F. Substitutions:

- a. Any substitutions/alterations to the project specifications should be expressly stated in the appendix for substitutions/alterations. The Village reserves the right to reject any bid based on substitutions/alterations to original project specifications.

G. Conditions:

- a. The Village of Gilberts is exempt from Federal excise tax and the Illinois Retailers Occupation tax. This bid cannot include any amounts of money for these taxes.
- b. To be valid, the bids shall be itemized so that selection for purchase may be made, there being included in the price of each unit the cost of delivery (FOB Destination).
- c. The Village of Gilberts shall reserve the right to add or to deduct from the base bid and/or alternate bid any item at the prices indicated in the itemization of the bid.
- d. All bids shall be good for ninety (90) days from the date of bid opening.

H. Basis of Award:

- a. The Village reserves the right to reject any or all bids and to waive any informality or technical error and to accept any bid deemed most favorable to the interest of the Village of Gilberts. In addition to price, the Village will also consider the following qualifications/conditions:
 - i. Ability, capacity and skill to fulfill the contract as specified.

- ii. Ability to supply the commodities, provide the services or complete the construction promptly or within the time specified without delay or interference.
- iii. Character, integrity, reputation, judgement, experience and efficiency.
- iv. Quality of performance with previous contracts.
- v. Previous and existing compliance with laws and ordinances relating to the contract
- vi. Sufficiency of financial resources.
- vii. Quality, availability and adaptability of the commodities, services or construction, in relation to the Village's requirements.
- viii. Ability to provide future maintenance and service under the contract.
- ix. Number and scope of conditions attached to the bid/proposal.
- x. Record of payments for taxes, licenses or other monies due to the Village.

I. Insurance Requirements:

- a. The Contractor will be required to meet the Village of Gilberts insurance requirements. Unless otherwise specified the Contractor shall, before commencing, satisfactory to the
 - 1. Village of Gilberts an additionally named insured in the following minimum amounts with specific coverage which includes underground, explosion, and collapse.
- b. Workmen's Compensation Insurance:
 - i. All Liability imposed by Workmen's Compensation statute
 - 1. Employer's Liability Insurance \$1,000,000
 - 2. Contractual Liability Insurance \$1,000,000
 - 3. Completed Operations Insurance \$ 500,000
- c. Owned, Hired, and Non-Ownership Vehicle, Bodily Injury and Property Damage to the following Limits:
 - i. Commercial General Liability \$2,000,000 (each occurrence)
 - ii. Bodily Injury \$2,000,000 (each person) \$2,000,000 (each accident)
 - iii. Property Damage \$2,000,000 (each accident)
 - iv. Automobile Liability \$1,000,000 combined single limit (each accident)
 - v. Umbrella Liability \$3,000,000 (each occurrence) \$3,000,000 (aggregate)

J. Guarantee:

- i. The Contractor will also forward copies of all applicable manufactures warranties for all equipment/commodities supplied by the contractor as part of the contract.

K. Payment:

- i. The Contractor will be responsible for following the payment procedures for

each specific government entity.

L. Indemnification:

- i. The contractor shall protect, indemnify, save, defend and hold forever harmless the Village and/or its officers, officials, employees, volunteers and agents from and against all liabilities, claims, damages, penalties, causes of action, costs and expenses including without limitation court costs, insurance, deductibles, and attorney's fees and expenses, which the Village and its officers, officials, employees, volunteers and agents may incur, suffer, sustain or for which the Village and its officers, officials, employees, volunteers, and agents may become obligated by reason for any accident injury to or death of persons or loss of or damage to property, or civil and/or constitutional infringement of rights (specifically including violations of the Federal Civil Rights Statute), arising indirectly or directly in connection with or under, or as a result of, this or any agreement by virtue of any act or omission of any of the contractor's officers, employees, volunteers, subcontractor and/or agents provided that the contractor shall not be liable for claims, obligations, damages, penalties, causes of action, costs and expenses arising solely by any act or omission of the Village's officers, officials, employees, volunteers or agents.

M. Safety:

- i. The contractor and any subcontractors shall comply with all provisions of the Federal Occupational Safety and Health Act of 1970 (84 Stat. 1590) as amended. Contractors and any subcontractors shall be required to follow the MUTCD regarding any signage requirements and are responsible for knowing such requirements for the specific project. The contractor and any subcontractor are also required to follow any OSHA or Illinois Department of Labor law postings or requirements.

N. Execution of Documents:

- a. The contractor in signing the bid documents on the whole or on any portion of the work shall conform to the following requirements:
 - i. A bid signed by an individual other than the individual represented in the bid documents shall have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.
 - ii. A bid signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the bid a power of attorney evidencing authority to sign the bid, executed by the partners.
 - iii. A bid signed for a corporation, shall have the correct corporate name thereof and signature of the president or other authorized officer of the corporations manually written below the corporate name.
 - iv. If such bid is manually signed by an official other than the president of the corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the bid should be attached to it, such bid shall also bear the attesting signature of the secretary of the corporation and the

impression of the corporate seal. The contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.

Project Specifications and Scope

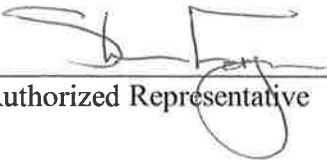
- ❖ *Project Scope-* Rework of Electrical Components in the Two (2) Aerobic Digesters and Two (2) Clarifiers.
- ❖ *Aerobic Digesters*
 - *Work to Include the following:*
 - Disconnect and remove existing conduits, wires, outlets, lighting and switches in both aerobic digesters.
 - Furnish and install rigid pvc coated conduit, junction boxes, switches, outlets and lighting for Class 1 Division 1 Hazardous location.
 - Provide and install NEMA 7 Junction Box for Submersible Pump Cord and float terminations.
 - Provide and install NEMA 4X enclosures to relocate US Filter control panel to exterior of digester structure.
 - Re-use/extend existing power/control fees from MCC2 via existing junction box on exterior of digester.
 - *Work to Not Be Included:*
 - Permit Fees, Taxes, Utility Fees, Misc Items
 - Excavation, concrete, backfill work.
 - Temporary Power Connections and Pump Bypassing
- ❖ *Clarifier 1 & 2*
 - *Work to be Included:*
 - Disconnect and remove existing conduits, wires, outlets, lighting and switches in clarifier 1 & 2.
 - Furnish and install rigid pvc coated conduit, junction boxes, switches, outlets and lighting for Class 1 Division 1 Hazardous location.
 - Provide and install NEMA 4X enclosures to relocate US Filter control panel to exterior of clarifier.
 - Re-Use/extend existing power/control feeds from MCC2 via existing junction box on exterior of clarifier.
 - *Work to Not Be Included*
 - Permit Fees, Taxes, Utility Fees, Misc Items
 - Excavation, concrete, backfill work.
 - Temporary Power Connections and Pump Bypassing
- ❖ Contractor is responsible for visiting the site or requesting any additional information for work to be performed to place a respectable bid.
- ❖ In order to inspect the site, the Village must be contacted and an appointment must be made at least 48 hours in advance.

SCOPE OF WORK AND SPECIFICATIONS AGREEMENT FORM

Okeh Electric Company
Printed Name of Contractor

825 W. University Dr. April 26th, 2022
Address Date

Arlington Heights, IL. 60004
City State Zip Code


Signature of Authorized Representative

Principal
Title

4/26/2022
Date

DRUG FREE WORKPLACE CERTIFICATION

In compliance with State of Illinois Compiled Statutes, Chapter 30-580, The Contractor certifies and agrees that it will provide a drug free workplace by:

Publishing a Statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor’s workplace.
- B. Specifying the actions that will be taken against employees for violations of such prohibition.
- C. Notifying the employee that, as a condition of employment on such Contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- D. Establishing a Drug Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Contractor’s policy for maintaining a drug free workplace;
 - 3. Available counseling, rehabilitation, or assistance programs; and
 - 4. Penalties imposed for drug violations.
- E. Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the Contract and to post the Statement in a prominent place in the workplace.
- F. Notifying the contracting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- G. Imposing a sanction on, or requiring the satisfactory participation in a Drug Abuse Assistance or Rehabilitation Program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- H. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- I. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

The undersigned affirms, under penalties of perjury, that he/she is authorized to execute this certification on behalf of the designated organization.

Okeh Electric Company

Printed Name of Contractor

825 W. University Dr.

Address

Arlington Heights, IL. 60004

City, State, Zip


Signature of Authorized Representative

Principal

Title

4/26/2022

Date

NON-COLLUSION CERTIFICATE

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38 of the Illinois Revised Statutes concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts.

Okeh Electric Company

Printed Name of Contractor

825 W. University Dr.

Address

April 26th, 2022

Date

Arlington Heights, IL. 60004

City State Zip Code



Signature of Authorized Representative

Principal

Title

4/26/2022

Date

Bid Sheet

Village of Gilberts
OTB 22-02
Digester and Clarifier Electrical Rework

	Total Material	Total Labor	Total Price
Digester 1 & 2	\$64,500.00	\$38,000.00	\$102,500.00

	Total Material	Total Labor	Total Price
Clarifier 1 & 2	\$58,750.00	\$35,750.00	\$94,500.00

Shawn Fergus

Printed Name



Signed

Principal

Title

Okeh Electric Company

Company

April 26th, 2022

Date

Subcontractor List

Name:	N/A
Address:	
Phone:	
Contact:	

Name:	
Address:	
Phone:	
Contact:	

Name:	
Address:	
Phone:	
Contact:	

State and Federal Equal Opportunity Employer Certificate

The Undersigned Bidder agrees to comply with all State and Federal Opportunity Employer Laws

Okeh Electric Company

Printed Name of Contractor

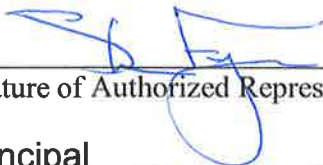
825 W. University Dr.

April 26th, 2022

Address Date

Arlington Heights, IL. 60004

City State Zip Code



Signature of Authorized Representative

Principal

Title

4/26/2022

Date

Professional References

Name:	Genco Industries Inc.
Address:	
Phone:	708-824-0081
Contact:	Marty Trokey

Name:	Christopher B. Burke Engineering, LTD.
Address:	
Phone:	847-823-0500
Contact:	John Caruso

Name:	V3 Construction
Address:	
Phone:	630-200-0093
Contact:	Mike Warning

RESOLUTION 16-2022

VILLAGE OF GILBERTS

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH OKEH ELECTRIC FOR THE ELECTRICAL REWORK AND EQUIPMENT REPLACEMENT OF THE DIGESTER AND CLARIFIER TANKS IN AN AMOUNT NOT TO EXCEED \$197,000

WHEREAS, the Village of Gilberts (“Village”) operates and maintains a wastewater treatment system; and

WHEREAS, monies were included in the FY2023 Budget utilizing ARPA funds for the electrical rework and equipment replacement of the digester and clarifier tanks;

WHEREAS, sealed bids were solicited and opened at Village Hall on April 27, 2022; and

WHEREAS, the lowest responsive and responsible bid was received from Okeh Electric.

Now, Be it Resolved by the President and Board of Trustees of the Village of Gilberts, Kane County, Illinois that:

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

Section 2. Approval; Authorization. The Village Board of Trustees hereby authorizes the Village Administrator to execute the necessary documents with Okeh Electric for the electrical rework and equipment replacement of the digester and clarifier tanks in an amount not-to-exceed \$197,000.

Section 3. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

PASSED BY ROLL CALL VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this ____ day of February 2022.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Dave LeClercq	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Lou Hacker	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

Resolution No. 16-2022

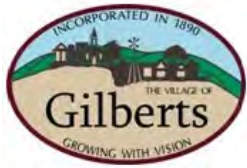
APPROVED THIS ____ DAY OF February, 2022

Village President, Guy Zambetti

(SEAL)
ATTEST:

Village Clerk, Courtney Nicholas

Exhibit A
Agreement



Village of Gilberts
Village Hall
87 Galligan Road, Gilberts, Illinois 60136
Ph. 847-428-2861 Fax: 847-428-2955
www.villageofgilberts.com

To: President Zambetti & Board of Trustees
From: Brian Bourdeau, Village Administrator
Aaron Grosskopf, Public Works Director
Date: May 3, 2022
Re: Item 4.I: Approval of Resolution 17-2022: Resolution Authorizing Approval of an Agreement with Water Surplus for the Removal and Replacement of Water Softener Media in an Aggregate Amount Not to Exceed \$45,000

Background:

As part of a three-year replacement plan to remove and replace the media in all three softeners located at the Water Treatment Plant, the Village has sought quotes for removing old media and the installation of new media for the second of three years. This three-year plan is the initial step to a multi-year capital planning process. This multi-year planning will enable the Village to be more proactive in maintaining our Village facilities and equipment. This new capital planning process will also help the Village budget more efficiently for future capital projects and give Village Staff and Board a better vantage point of all upcoming capital projects.

This process will include removing the old media (layers of gravel and sand) in the softener tank and the addition of new media. This process is instrumental in maintaining the quality of the potable water throughout the Village of Gilberts. This project is an approved capital project for this Fiscal Year.

Summary:

Village Staff plans to have Water Surplus complete the final year of the replacement program. Water Surplus has completed the previous year's programs and both years were completed successfully. Due to this relationship and familiarity of the project and Village facilities we are looking for a waiver of competitive bidding.

Water Surplus has provided the Village a price of 42,150.00 to complete the work. This price is up from previous years due to increased costs in labor, material, and shipping.

The project will be performed as soon as the replacement material arrives on-site with the Village. The process should take no longer than one week, and we have no anticipation of it interfering with the Village's treatment process, even during the construction of the water plant.

Conclusion:

Village Staff are requesting the Village Board of Trustees Authorize funding in a not-to-exceed amount of \$45,000.00 from account 20-10-5480 (Capital Equipment) to Water Surplus for the Final Year of the Media Replacement Program.



22 April 2022
Zach Ruemelin
Village of Gilberts, IL 60136
zruemelin@villageofgilberts.com

Re: Service **Estimate**, Softener #2

Mr. Ruemelin,

WaterSurplus is pleased to offer an estimate for site services to complete a resin and gravel replacement to restore the Village of Gilberts Water Treatment Facility Filter #2 to near design criteria. The scope of services offered in this estimated quotation include supervision and labor for addition of resin in one pressure filter vessel. WaterSurplus will refill and condition the new resin and assist the village with sanitizing during initial regeneration. WaterSurplus will provide an experienced and qualified service engineer for the duration of the project.

Thank you for the opportunity to offer these services to the Village of Gilberts. Please feel free to contact WaterSurplus if you have any questions or comments on this information.

Regards,

Tim Hackbarth

TIM HACKBARTH
SENIOR FIELD SERVICE TECHNICIAN
C: 920-579-1274



Direct 815.240.3713 | **Office** 815.636.8833 | **Email** thackbarth@watersurplus.com
726 Beacon Street, Loves Park, IL 61111 | watersurplus.com



I. LABOR AND TOOLS

During the resin replacement, personnel will use WaterSurplus provided tools, ladders, or scaffold, as necessary. Old/used media shall be disposed of by the Village of Gilberts. Workers will try to keep dust and dirt to a minimum but will not be responsible for accidental damages to non-essential equipment in or near the water treatment facility. The village will be expected to provide an operator and forklift during the loading of medias as needed. The village will need to supply 2 ½” fire hose long enough to get to the overhead door access, with a minimum of 40 psi and 40 gpm available.

II. MEDIA AND CONSUMABLES

WaterSurplus will install 320 cuft of cation resin and 90 cuft of gravel to one vessel. WaterSurplus will provide assistance to the village for sanitizing and conditioning the new resin. 320 cuft of Cation Exchange Resin and 90 cuft of replacement gravel will be shipped in bags wrapped on pallets to the site by WaterSurplus. The village will be expected to unload the pallets when they arrive and store them in a safe area. The material will be shipped approximately 30 days before the start of the project.

III. PRICING

Labor, expenses, and tools:	\$ 9,500.00
Shipping:	\$ 1,800.00
Resin, Gasket, and Consumables:	\$30,850.00
<hr/>	
Total:	\$42,150.00

Cost estimate will be firmed at time of order. Shipping will be billed at cost plus 10%

*Resin is currently received 100-120 days after order is placed



IV. NOTES & CLARIFICATIONS

- Consumables and expendables that have not been previously mentioned are not included in this scope and shall be provided under a separate contract, or by others.
- Clear Access – The client shall provide clear and safe access to all equipment and components as required to complete the service request. Labor and materials needed to gain clear and safe access shall be by the client.
- Vac Services are provided by others and are not subcontracted through WaterSurplus.
- Disposal – The client shall be responsible for the disposal of old resin, gravel, pallets, and trash generated from resin and gravel re-bedding.
- Water Testing – The client shall be responsible for all water and lab testing, including Bac-T sampling/testing.
- Schedule – The schedule for completion of the project is based on the assumption that all equipment, materials, chemicals and utilities are readily available for the noted service tasks. Client is responsible for a double regeneration of the vessel to be exchanged prior to the start of work.
- WaterSurplus does not offer or imply any guarantee or warranty on filter performance, operation, or existing parts or valves.
- Standard Business Hours – Quoted costs are based on work and travel being completed during standard business hours of Monday-Friday between 7:00AM-5:00PM, excluding Holidays.
- **This estimate is valid for 30 days. Shipping will be billed at cost plus 10%.**

V. TERMS

- Invoices shall be issued by WaterSurplus after material is delivered to the site and the services are completed.
- Payment terms are net 30 days from date of invoice.

VI. WARRANTY

No warranty is offered for these services.

VII. SCHEDULE

Date and Time is To Be Determined. Contact **Kevin Treptow** to schedule.

Email: Ktreptow@watersurplus.com

Office: 815-636-8833 or 800-919-0888 ext. 709

Direct: 815-240-3709

VILLAGE OF GILBERTS

RESOLUTION 17-2022

A RESOLUTION AUTHORIZING APPROVAL OF AN AGREEMENT WITH WATER SURPLUS FOR THE REMOVAL AND REPLACEMENT OF WATER SOFTENER MEDIA IN AN AGGREGATE AMOUNT NOT TO EXCEED \$45,000

WHEREAS, the Village of Gilberts (“Village”) has a Public Works Department which maintains Village streets and other Village infrastructure, which includes the Village’s waterworks system; and

WHEREAS, the Village currently uses water softeners in the water production process; and

WHEREAS, the softener filtration media requires replacement; and

WHEREAS, adequate funds were included in the FY2023 Budget for the removal and replacement of the softener media for one of the three softeners as part of a multi-year replacement program; and

WHEREAS, the Public Works Department has utilized Water Surplus for years one and two of the softener medium removal and replacement program with satisfactory results.

THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, ILLINOIS, as follows:

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

Section 2. Approval; Authorization. The Village Board of Trustees hereby authorizes the Village Administrator to execute agreements and other necessary documents with Water Surplus for the removal and replacement of water softener media in an aggregate amount not-to-exceed \$45,000.

Section 3. Waiver of Competitive Bidding. To the extent any competitive bidding requirements apply to the agreements with Water Surplus, such competitive bidding requirements are hereby waived pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1).

Section 4. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this ____ day of _____ 2020.

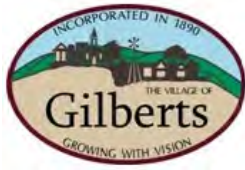
	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Dave LeClercq	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Lou Hacker	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

APPROVED THIS ____ DAY OF _____, 2022

Village President, Guy Zambetti

(SEAL)

ATTEST: _____
Courtney Baker, Village Clerk



Village of Gilberts

Village Hall
87 Galligan Road, Gilberts, Illinois 60136
Ph. 847-428-2861 Fax: 847-428-2955
www.villageofgilberts.com

To: President Zambetti & Board of Trustees
From: Brian Bourdeau, Village Administrator
Aaron Grosskopf, Public Works Director
Date: May 3, 2022
Re: Item 4.J: Approval of Resolution 18-2022: Resolution Authorizing the Execution of an Agreement with Okeh Electric for the Electrical Rework and Heater Replacement in the Influent Building in an Amount Not to Exceed \$70,000

Background:

Currently, the three heaters and electrical wiring in the raw building are in need of repair/replacement. Only one heater is working reliably and the wiring is corroded due to the environment. The wiring, much like the wiring in the digester and clarifier tanks, must be explosion proof due to the chemical build up in the building. Explosion proof material increases the price drastically over what would normally be budgeted for this type of work. With these upgrades and the upgrades to the headwater screening process, the raw building will be back in almost like new condition.

The total budgeted amount for this project was \$70,000.00. Due to the anticipated cost of the project, Village Staff have elected to place the project out for bid. The bid was released on April 18th and opened on April 27.

Summary:

The project will include a large amount of electrical rework and equipment replacement within the influent building at the Wastewater Plant. Some of the planned work on this would include the following:

- ❖ *Influent Building Electrical Rework*
 - Disconnect and remove existing conduit, wire, outlets, heaters, t-stats, lighting, and switches contained in the upper level of the influent building.
 - Procure and install new rigid pvc conduit, junction boxes, switches, outlet, five (5) light fixtures, and three (3) 480v electric heaters for a class 1 division 1 hazardous location.
 - Reuse/extend existing power feeds from MCC2.

The Village received two bids for this project, Okeh Electric and Bee Liner Lean Services. Below is a summary of the bid opening pricing:

Okeh Electric	Bee Liner Lean Services
65,150.00	24,250.00

Award VOG 22-03 to Okeh Electric for the Electrical Rework and Heater Replacement -2

After thorough review of the bid applications (attached) Village Staff is recommending awarding the bid to Okeh Electric. Village staff has discovered some concerns with the pricing received from Bee Liner Lean Services which include the following:

- Very low equipment cost than what we had anticipated on the project. This causes us concern due to possible inexperience working in the field or high change order costs down the road during the project.
- Minimal experience working in wastewater with electrical equipment.
- Requested to examine the project after the bid opening to possibly alter their price or determine if a withdrawal request would be needed. It should be noted that bids cannot be withdrawn for a period of 90-days after the opening.

Due to these reasons and the lack of experience in the wastewater industry, the Village does not feel comfortable moving forward with Bee Liner Lean Services. This project effects our influent building and we do not feel safe taking any risks during the installation and replacement of equipment.

Conclusion:

Village Staff is recommending that the Village Board of Trustees authorize the expenditure of funds from account 20-20-5480 (Capital Equipment) in a not-to-exceed amount of \$70,000.00 to Okeh Electric for the award of VOG 22-03- Electrical Rework and Heater Replacement.

Attachments:

- A. Okeh Electric Bid
- B. Bee Liner Lean Services Bid
- C. Bid Tabulation

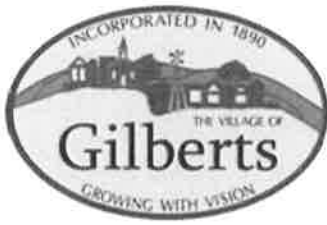
Village of Gilberts

VOG: 22-03

Bid Tabulation-VOG 22-03

Bid Opening: Wednesday, April 27, 2022

<u>Contractors & Items</u>	<u>Totals</u>
Okeh Electric	
Raw Building Electric Rework and Heater Replacement	
Equipment	\$ 47,500.00
Labor	\$ 17,650.00
Total Price	\$ 65,150.00
Bee Liner Lean Services	
Raw Building Electric Rework and Heater Replacement	
Equipment	\$ 9,600.00
Labor	\$ 14,650.00
Total Price	\$ 24,250.00



Request for Pricing

Electrical Rework and Installation of New
Heaters at the Village of Gilberts Influent
Building

VOG: 22-03

By Order Of:

Village of Gilberts

Public Works

Department

Date: April 18, 2022

Table of Contents

- I. Legal Notice to Bidders
- II. Instructions to Bidders
- III. Project Specifications
- IV. Bid Certifications
- V. References
- VI. Subcontractors
- VII. Equipment List
- VIII. Bid Sheet
- IX. Appendix

**LEGAL NOTICE
REQUEST FOR PROPOSALS**

VOG: 22-03

Sealed proposals for electrical rework and installation of new heaters in influent building for the Village of Gilberts will be received at the address listed below until April, 27, 2022 10:00 A.M.

Proposals will be publicly opened and read aloud on April 27, 2022 10:01 A.M. Proposals not physically received by the Village by April, 27 2022 10:00 A.M. will be returned, unopened to the firm. Emailed or faxed proposals will not be accepted. All proposals should be addressed to:

**VILLAGE OF GILBERTS
VOG: 22-03
87 INDUSTRIAL DRIVE
GILBERTS, IL 60136**

Bid packets will be available for pickup at 73 Industrial Drive Gilberts, IL 60136. They will also be available upon request via email to agrosskopf@villageofgilberts.com

This bid is subject to the prevailing wage act. For further information or clarification please visit the Illinois Department of Labor's website.

If required each bid must be accompanied by a Bid Guarantee in the form of a Bid Bond from a company with an A-1 best rating, or a cashier's check in the amount of ten percent (10%) of the total amount of the proposal and made payable to the Village of Gilberts 87 Galligan Road Gilberts, IL 60136. No bid shall be withdrawn for a period of thirty (30) days after the bid opening date without the consent of the Village.

The Village reserves the right to reject any or all proposals and to waive any informality in bidding.

Award of the Contract: The Village of Gilberts, Village Administrator will make the final award of the proposal. The successful bidder and the Village will execute a contract mutually agreeable to both parties within 14 days from the award of bid.

Instructions to Bidders

A. Receipt of Bid:

- a. Bids shall be received by April 27, 2022, 10:00 AM.

B. Basis of Bid:

- a. Sealed bids will be received until the above date and time.

C. Participating Agencies:

- a. The Village of Gilberts 83 Galligan Road Gilberts, IL 60136

D. Bid Description:

- a. Sealed proposals for electrical rework and installation of new heaters in influent building for the Village of Gilberts.

E. Preparation and Submission of Bids:

- a. Bids are to be submitted by 10:00 A.M. April 27, 2022 at the Village of Gilberts office located at 87 Galligan Road Gilberts, IL 60136. Bid Opening to take place at 9:01 A.M. at the location noted above.
- b. Each bid shall be submitted on the exact forms furnished by the Village of Gilberts. All blank spaces for bid prices, unit costs and alternates must be filled out in either black or blue ink. In any discrepancy in the amount bid, the prices written out in words shall supersede the figures written.
- c. Each bidder must complete, execute and submit with its bid a certification that contractor is not barred from public contracting due to bid-rigging or bid rotating convictions on the form included with the bidding documents.
- d. Each bidder must submit a complete bid package. If an incomplete package is submitted the Village of Gilberts reserves the right to dismiss the bid submittal.
- e. The bid shall be submitted in an opaque sealed envelope on or before the stated time and shall bear the name of the individual(s), firm or corporation submitting the bid.
- f. Bidders may attach separate sheets to the bid for the purpose of explanation, exception, alternate items or to cover unit prices if needed.
- g. Bidders may withdraw their bid either personally or by written request at any time before the bid opening and may resubmit it. No bid may be withdrawn or modified after the bid opening except where the award of contract has been delayed for a period of ninety (90) or more days.
- h. In submitting the bid, the bidder further declares that the only person or party interested in the proposal as principals are those names herein; and that the bid is made without collusion with any other person, firm or corporation.
- i. The bidder further declares that they have carefully examined this entire bid package and they familiarized themselves with all of the local conditions affecting the contract and detailed requirements of this work and understand that in making the bid they waive all

rights to plead a misunderstanding regarding the same.

- j. The bidder further understands and agrees that if their bid is accepted, they are to furnish and provide all necessary machinery, tools, and apparatus. And other means 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 (Village), in the manner and the time therein prescribed, and in accordance with the requirements therein set forth.
- k. The bidder further agrees that if the Village decides to extend or shorten the work or otherwise alter it by extras or deductions, including elimination of one or more of the items, as provided in the specifications, they will perform the work as altered, increased or decreased.
- l. The bidder agrees that the Village of Gilberts representative may at any time, during the progress of the work covered by this contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the bid or contract as a specific item covered by a lump sum price, and which are not included under the bid price for other items in the contract, shall be performed as extra work.
- m. The bidder agrees to complete all work no later than the "Time of Completion" stated in their bid after receipt of the "Notice to Proceed" unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor as will insure its completion within the time limit specifies within the bid, it being understood and agree that completion within the time limit is an essential part of the contract.
- n. By submitting a bid, the bidder understands and agrees that if their bid is accepted and they fail to enter a contract forthwith, they shall be liable to the Village for any damages the Village may suffer as a result of this failing.

F. Substitutions:

- a. Any substitutions/alterations to the project specifications should be expressly stated in the appendix for substitutions/alterations. The Village reserves the right to reject any bid based on substitutions/alterations to original project specifications.

G. Conditions:

- a. The Village of Gilberts is exempt from Federal excise tax and the Illinois Retailers Occupation tax. This bid cannot include any amounts of money for these taxes.
- b. To be valid, the bids shall be itemized so that selection for purchase may be made, there being included in the price of each unit the cost of delivery (FOB Destination).
- c. The Village of Gilberts shall reserve the right to add or to deduct from the base bid and/or alternate bid any item at the prices indicated in the itemization of the bid.
- d. All bids shall be good for ninety (90) days from the date of bid opening.

H. Basis of Award:

- a. The Village reserves the right to reject any or all bids and to waive any informality or technical error and to accept any bid deemed most favorable to the interest of the Village of Gilberts. In addition to price, the Village will also consider the following qualifications/conditions:
 - i. Ability, capacity and skill to fulfill the contract as specified.

- ii. Ability to supply the commodities, provide the services or complete the construction promptly or within the time specified without delay or interference.
- iii. Character, integrity, reputation, judgement, experience and efficiency.
- iv. Quality of performance with previous contracts.
- v. Previous and existing compliance with laws and ordinances relating to the contract
- vi. Sufficiency of financial resources.
- vii. Quality, availability and adaptability of the commodities, services or construction, in relation to the Village's requirements.
- viii. Ability to provide future maintenance and service under the contract.
- ix. Number and scope of conditions attached to the bid/proposal.
- x. Record of payments for taxes, licenses or other monies due to the Village.

I. Insurance Requirements:

- a. The Contractor will be required to meet the Village of Gilberts insurance requirements. Unless otherwise specified the Contractor shall, before commencing, satisfactory to the
 - 1. Village of Gilberts an additionally named insured in the following minimum amounts with specific coverage which includes underground, explosion, and collapse.
- b. Workmen's Compensation Insurance:
 - i. All Liability imposed by Workmen's Compensation statute
 - 1. Employer's Liability Insurance \$1,000,000
 - 2. Contractual Liability Insurance \$1,000,000
 - 3. Completed Operations Insurance \$ 500,000
- c. Owned, Hired, and Non-Ownership Vehicle, Bodily Injury and Property Damage to the following Limits:
 - i. Commercial General Liability \$2,000,000 (each occurrence)
 - ii. Bodily Injury \$2,000,000 (each person) \$2,000,000 (each accident)
 - iii. Property Damage \$2,000,000 (each accident)
 - iv. Automobile Liability \$1,000,000 combined single limit (each accident)
 - v. Umbrella Liability \$3,000,000 (each occurrence) \$3,000,000 (aggregate)

J. Guarantee:

- i. The Contractor will also forward copies of all applicable manufactures warranties for all equipment/commodities supplied by the contractor as part of the contract.

K. Payment:

- i. The Contractor will be responsible for following the payment procedures for

each specific government entity.

L. Indemnification:

- i. The contractor shall protect, indemnify, save, defend and hold forever harmless the Village and/or its officers, officials, employees, volunteers and agents from and against all liabilities, claims, damages, penalties, causes of action, costs and expenses including without limitation court costs, insurance, deductibles, and attorney's fees and expenses, which the Village and its officers, officials, employees, volunteers and agents may incur, suffer, sustain or for which the Village and its officers, officials, employees, volunteers, and agents may become obligated by reason for any accident injury to or death of persons or loss of or damage to property, or civil and/or constitutional infringement of rights (specifically including violations of the Federal Civil Rights Statute), arising indirectly or directly in connection with or under, or as a result of, this or any agreement by virtue of any act or omission of any of the contractor's officers, employees, volunteers, subcontractor and/or agents provided that the contractor shall not be liable for claims, obligations, damages, penalties, causes of action, costs and expenses arising solely by any act or omission of the Village's officers, officials, employees, volunteers or agents.

M. Safety:

- i. The contractor and any subcontractors shall comply with all provisions of the Federal Occupational Safety and Health Act of 1970 (84 Stat. 1590) as amended. Contractors and any subcontractors shall be required to follow the MUTCD regarding any signage requirements and are responsible for knowing such requirements for the specific project. The contractor and any subcontractor are also required to follow any OSHA or Illinois Department of Labor law postings or requirements.

N. Execution of Documents:

- a. The contractor in signing the bid documents on the whole or on any portion of the work shall conform to the following requirements:
 - i. A bid signed by an individual other than the individual represented in the bid documents shall have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.
 - ii. A bid signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the bid a power of attorney evidencing authority to sign the bid, executed by the partners.
 - iii. A bid signed for a corporation, shall have the correct corporate name thereof and signature of the president or other authorized officer of the corporations manually written below the corporate name.
 - iv. If such bid is manually signed by an official other than the president of the corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the bid should be attached to it, such bid shall also bear the attesting signature of the secretary of the corporation and the

impression of the corporate seal. The contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.

Project Specifications and Scope


- ❖ *Project Scope-* Rework of Electrical Components and installation of three (3) new heaters at Village of Gilberts Influent Building located at Wastewater Treatment Plant.
- ❖ *Influent Building Electrical Rework*
 - Disconnect and remove existing conduit, wire, outlets, heaters, t-stats, lighting, and switches contained in the upper level of the influent building.
 - Procure and install new rigid pvc conduit, junction boxes, switches, outlet, five (5) light fixtures, and three (3) 480v electric heaters for a class 1 division 1 hazardous location.
 - Reuse/extend existing power feeds from MCC2.
- ❖ *Excluded Work:*
 - Permit fees, taxes, utility fees, premium time, performance bond, additional allowances.
 - Replacement of motor feeds, controls and associated conduit wiring.
 - Replacement of ventilation system and associated conduit and wiring.
 - Replacement of gas detector equipment and associated conduit and wiring.
 - Excavation, backfill and concrete work.
 - Temporary Power and Pump Bypass.
- ❖ Contractor is responsible for reviewing all specification and requesting a site visit to view the proposed work area. It is the contractors responsibility to perform all necessary research and information requests to provide and accurate cost estimate.

SCOPE OF WORK AND SPECIFICATIONS AGREEMENT FORM

Okeh Electric Company
Printed Name of Contractor

825 W. University Dr. April 26th, 2022
Address Date

Arlington Heights, IL. 60004
City State Zip Code


Signature of Authorized Representative

Principal
Title

4/26/2022
Date

DRUG FREE WORKPLACE CERTIFICATION

In compliance with State of Illinois Compiled Statutes, Chapter 30-580, The Contractor certifies and agrees that it will provide a drug free workplace by:

Publishing a Statement:

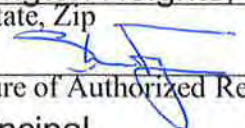
- A. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor’s workplace.
- B. Specifying the actions that will be taken against employees for violations of such prohibition.
- C. Notifying the employee that, as a condition of employment on such Contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- D. Establishing a Drug Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Contractor’s policy for maintaining a drug free workplace;
 - 3. Available counseling, rehabilitation, or assistance programs; and
 - 4. Penalties imposed for drug violations.
- E. Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the Contract and to post the Statement in a prominent place in the workplace.
- F. Notifying the contracting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- G. Imposing a sanction on, or requiring the satisfactory participation in a Drug Abuse Assistance or Rehabilitation Program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- H. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- I. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

The undersigned affirms, under penalties of perjury, that he/she is authorized to execute this certification on behalf of the designated organization.

Okeh Electric Company
 Printed Name of Contractor

825 W. University Dr.
 Address

Arlington Heights, IL. 60004
 City, State, Zip


 Signature of Authorized Representative

Principal
 Title

4/26/2022
 Date

NON-COLLUSION CERTIFICATE

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38 of the Illinois Revised Statutes concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts.

Okeh Electric Company

Printed Name of Contractor

825 W. University Dr.

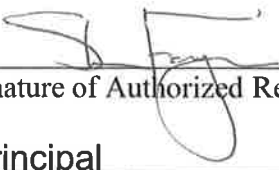
Address

April 26th, 2022

Date

Arlington Heights, IL. 60004

City State Zip Code



Signature of Authorized Representative

Principal

Title

4/26/2022

Date

State and Federal Equal Opportunity Employer Certificate

The Undersigned Bidder agrees to comply with all State and Federal Opportunity Employer Laws

Okeh Electric Company

Printed Name of Contractor

825 W. University Dr.

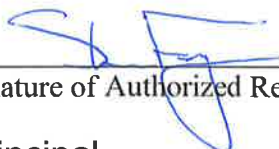
Address

April 26th, 2022

Date

Arlington Heights, IL. 60004

City State Zip Code



Signature of Authorized Representative

Principal

Title

4/26/2022

Date

Professional References

Name:	Genco Industries Inc.
Address:	
Phone:	708-824-0081
Contact:	Marty Trokey

Name:	V3 Construction
Address:	
Phone:	630-200-0093
Contact:	Mike Warning

Name:	Christopher B. Burke Engineering, LTD.
Address:	
Phone:	847-823-0500
Contact:	John Caruso

Subcontractor List

Name:	N/A
Address:	
Phone:	
Contact:	

Name:	
Address:	
Phone:	
Contact:	

Name:	
Address:	
Phone:	
Contact:	

Bid Sheet

Village of Gilberts
OTB 22-03
Digester and Clarifier Electrical Rework

	Total Material	Total Labor	Total Price
Influent Building	\$47,500.00	\$17,650.00	\$65,150.00

Shawn Fergus

Printed Name



Signed

Principal

Title

Okeh Electric Company

Company

April 26th, 2022

Date

Appendix A

Alterations/Substitutions

N/A

SCOPE OF WORK AND SPECIFICATIONS AGREEMENT FORM

BEE LINER LEAN SERVICES

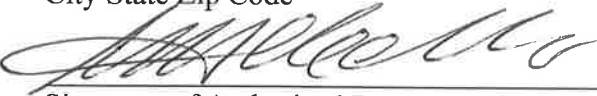
Printed Name of Contractor

8401 S. Thomas Ave. A2

Address

Bridgeview, IL 60455

City State Zip Code



Signature of Authorized Representative

Mourad CHEKHAR, General Manager

Title

April 27, 2022

Date

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In compliance with State of Illinois Compiled Statutes, Chapter 30-580, The Contractor certifies and agrees that it will provide a drug free workplace by:

Publishing a Statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor’s workplace.
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- C. Notifying the employee that, as a condition of employment on such Contract, the employee will:
 - 1. Abide by the terms of the statement; and
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- H. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- I. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

The undersigned affirms, under penalties of perjury, that he/she is authorized to execute this certification on behalf of the designated organization.

BEE LINER LEAN SERVICES

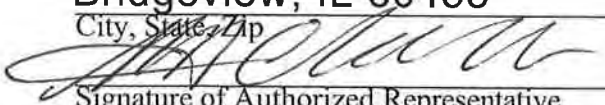
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8401 S. Thomas Ave. A2

Address

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City, State, Zip



Signature of Authorized Representative

Mourad CHEKHAR, General Manager

Title

April 27, 2022

Date

NON-COLLUSION CERTIFICATE

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38 of the Illinois Revised Statutes concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts.

BEE LINER LEAN SERVICES

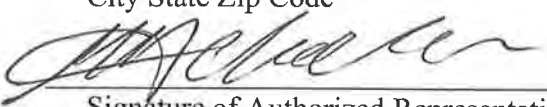
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8401 S. Thomas Ave. A2

Address

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City State Zip Code



Signature of Authorized Representative

Mourad CHEKHAR, General Manager

Title

April 27, 2022

Date

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The Undersigned Bidder agrees to comply with all State and Federal Opportunity Employer Laws

BEE LINER LEAN SERVICES

Printed Name of Contractor

8401 S. Thomas Ave. A2

Address

Bridgeview, IL 60455

City State Zip Code

Signature of Authorized Representative

Mourad CHEKHAR, General Manager

Title

April 27, 2022

Date

Professional References

SEE ATTACHED

Name:	
Address:	
Phone:	
Contact:	

Name:	
Address:	
Phone:	
Contact:	

Name:	
Address:	
Phone:	
Contact:	

Subcontractor List

N/A

Name:	
Address:	
Phone:	
Contact:	

Name:	
Address:	
Phone:	
Contact:	

Name:	
Address:	
Phone:	
Contact:	

Bid Sheet

Village of Gilberts
OTB 22-03
Digester and Clarifier Electrical Rework

Influent Building	Total Material	Total Labor	Total Price
	\$9,600.00	\$14,650.00	\$24,250.00

Mourad CHEKHAR

Printed Name



Signed

General Manager

Title

BEE LINER LEAN SERVICES

Company

4-27-2022

Date

Alterations/Substitutions

N/A

RESOLUTION 18-2022

VILLAGE OF GILBERTS

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH OKEH ELECTRIC FOR THE ELECTRICAL REWORK AND HEATER REPLACEMENT IN THE INFLUENT BUILDING IN AN AMOUNT NOT TO EXCEED \$70,000

WHEREAS, the Village of Gilberts (“Village”) operates and maintains a wastewater treatment system; and

WHEREAS, funds were included in the FY2023 Budget for the electrical rework and heater replacement in the influent building;

WHEREAS, sealed bids were solicited and opened at Village Hall on April 27, 2022; and

WHEREAS, after reviewing the bid submissions and the qualifications of the respective bidders, the Village Board of Trustees has determined that the lowest responsive and responsible bid was received from Okeh Electric.

Now, Be it Resolved by the President and Board of Trustees of the Village of Gilberts, Kane County, Illinois that:

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

Section 2. Approval; Authorization. The Village Board of Trustees hereby determines that Okeh Electric was the lowest responsive and responsible bidder and authorizes the Village Administrator to execute the necessary agreements with Okeh Electric for the electrical rework and heater replacement in the equipment replacement of the digester and clarifier tanks in an amount not-to-exceed \$70,000, in a form substantially similar to the agreement attached hereto as Exhibit A.

Section 3. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

PASSED BY ROLL CALL VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this ____ day of May 2022.

Table with 5 columns: Trustee Name, Ayes, Nays, Absent, Abstain. Rows include Trustee Dave LeClercq, Trustee Dan Corbett, Trustee Justin Redfield, Trustee Jeanne Allen, Trustee Lou Hacker, Trustee Brandon Coats, and President Guy Zambetti.

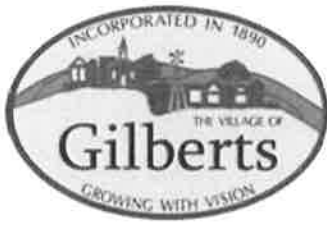
APPROVED THIS ____ DAY OF May, 2022

Village President, Guy Zambetti

(SEAL)
ATTEST:

Village Clerk, Courtney Nicholas

Exhibit A
Agreement



Request for Pricing

Electrical Rework and Installation of New Heaters at the Village of Gilberts Influent Building

VOG: 22-03

By Order Of:

Village of Gilberts

Public Works

Department

Date: April 18, 2022

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**LEGAL NOTICE
REQUEST FOR PROPOSALS**

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VOG: 22-03
87 INDUSTRIAL DRIVE
GILBERTS, IL 60136**

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If required each bid must be accompanied by a Bid Guarantee in the form of a Bid Bond from a company with an A-1 best rating, or a cashier's check in the amount of ten percent (10%) of the total amount of the proposal and made payable to the Village of Gilberts 87 Galligan Road Gilberts, IL 60136. No bid shall be withdrawn for a period of thirty (30) days after the bid opening date without the consent of the Village.

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- a. Bids shall be received by April 27, 2022, 10:00 AM.

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- a. Sealed bids will be received until the above date and time.

C. Participating Agencies:

- a. The Village of Gilberts 83 Galligan Road Gilberts, IL 60136

D. Bid Description:

- a. Sealed proposals for electrical rework and installation of new heaters in influent building for the Village of Gilberts.

E. Preparation and Submission of Bids:

- a. Bids are to be submitted by 10:00 A.M. April 27, 2022 at the Village of Gilberts office located at 87 Galligan Road Gilberts, IL 60136. Bid Opening to take place at 9:01 A.M. at the location noted above.
- b. Each bid shall be submitted on the exact forms furnished by the Village of Gilberts. All blank spaces for bid prices, unit costs and alternates must be filled out in either black or blue ink. In any discrepancy in the amount bid, the prices written out in words shall supersede the figures written.
- c. Each bidder must complete, execute and submit with its bid a certification that contractor is not barred from public contracting due to bid-rigging or bid rotating convictions on the form included with the bidding documents.
- d. Each bidder must submit a complete bid package. If an incomplete package is submitted the Village of Gilberts reserves the right to dismiss the bid submittal.
- e. The bid shall be submitted in an opaque sealed envelope on or before the stated time and shall bear the name of the individual(s), firm or corporation submitting the bid.
- f. Bidders may attach separate sheets to the bid for the purpose of explanation, exception, alternate items or to cover unit prices if needed.
- g. Bidders may withdraw their bid either personally or by written request at any time before the bid opening and may resubmit it. No bid may be withdrawn or modified after the bid opening except where the award of contract has been delayed for a period of ninety (90) or more days.
- h. In submitting the bid, the bidder further declares that the only person or party interested in the proposal as principals are those names herein; and that the bid is made without collusion with any other person, firm or corporation.
- i. The bidder further declares that they have carefully examined this entire bid package and they familiarized themselves with all of the local conditions affecting the contract and detailed requirements of this work and understand that in making the bid they waive all

rights to plead a misunderstanding regarding the same.

- j. The bidder further understands and agrees that if their bid is accepted, they are to furnish and provide all necessary machinery, tools, and apparatus. And other means 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 (Village), in the manner and the time therein prescribed, and in accordance with the requirements therein set forth.
- k. The bidder further agrees that if the Village decides to extend or shorten the work or otherwise alter it by extras or deductions, including elimination of one or more of the items, as provided in the specifications, they will perform the work as altered, increased or decreased.
- l. The bidder agrees that the Village of Gilberts representative may at any time, during the progress of the work covered by this contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the bid or contract as a specific item covered by a lump sum price, and which are not included under the bid price for other items in the contract, shall be performed as extra work.
- m. The bidder agrees to complete all work no later than the "Time of Completion" stated in their bid after receipt of the "Notice to Proceed" unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor as will insure its completion within the time limit specifies within the bid, it being understood and agree that completion within the time limit is an essential part of the contract.
- n. By submitting a bid, the bidder understands and agrees that if their bid is accepted and they fail to enter a contract forthwith, they shall be liable to the Village for any damages the Village may suffer as a result of this failing.

F. Substitutions:

- a. Any substitutions/alterations to the project specifications should be expressly stated in the appendix for substitutions/alterations. The Village reserves the right to reject any bid based on substitutions/alterations to original project specifications.

G. Conditions:

- a. The Village of Gilberts is exempt from Federal excise tax and the Illinois Retailers Occupation tax. This bid cannot include any amounts of money for these taxes.
- b. To be valid, the bids shall be itemized so that selection for purchase may be made, there being included in the price of each unit the cost of delivery (FOB Destination).
- c. The Village of Gilberts shall reserve the right to add or to deduct from the base bid and/or alternate bid any item at the prices indicated in the itemization of the bid.
- d. All bids shall be good for ninety (90) days from the date of bid opening.

H. Basis of Award:

- a. The Village reserves the right to reject any or all bids and to waive any informality or technical error and to accept any bid deemed most favorable to the interest of the Village of Gilberts. In addition to price, the Village will also consider the following qualifications/conditions:
 - i. Ability, capacity and skill to fulfill the contract as specified.

- ii. Ability to supply the commodities, provide the services or complete the construction promptly or within the time specified without delay or interference.
- iii. Character, integrity, reputation, judgement, experience and efficiency.
- iv. Quality of performance with previous contracts.
- v. Previous and existing compliance with laws and ordinances relating to the contract
- vi. Sufficiency of financial resources.
- vii. Quality, availability and adaptability of the commodities, services or construction, in relation to the Village's requirements.
- viii. Ability to provide future maintenance and service under the contract.
- ix. Number and scope of conditions attached to the bid/proposal.
- x. Record of payments for taxes, licenses or other monies due to the Village.

I. Insurance Requirements:

- a. The Contractor will be required to meet the Village of Gilberts insurance requirements. Unless otherwise specified the Contractor shall, before commencing, satisfactory to the
 - 1. Village of Gilberts an additionally named insured in the following minimum amounts with specific coverage which includes underground, explosion, and collapse.
- b. Workmen's Compensation Insurance:
 - i. All Liability imposed by Workmen's Compensation statute
 - 1. Employer's Liability Insurance \$1,000,000
 - 2. Contractual Liability Insurance \$1,000,000
 - 3. Completed Operations Insurance \$ 500,000
- c. Owned, Hired, and Non-Ownership Vehicle, Bodily Injury and Property Damage to the following Limits:
 - i. Commercial General Liability \$2,000,000 (each occurrence)
 - ii. Bodily Injury \$2,000,000 (each person) \$2,000,000 (each accident)
 - iii. Property Damage \$2,000,000 (each accident)
 - iv. Automobile Liability \$1,000,000 combined single limit (each accident)
 - v. Umbrella Liability \$3,000,000 (each occurrence) \$3,000,000 (aggregate)

J. Guarantee:

- i. The Contractor will also forward copies of all applicable manufactures warranties for all equipment/commodities supplied by the contractor as part of the contract.

K. Payment:

- i. The Contractor will be responsible for following the payment procedures for

each specific government entity.

L. Indemnification:

- i. The contractor shall protect, indemnify, save, defend and hold forever harmless the Village and/or its officers, officials, employees, volunteers and agents from and against all liabilities, claims, damages, penalties, causes of action, costs and expenses including without limitation court costs, insurance, deductibles, and attorney's fees and expenses, which the Village and its officers, officials, employees, volunteers and agents may incur, suffer, sustain or for which the Village and its officers, officials, employees, volunteers, and agents may become obligated by reason for any accident injury to or death of persons or loss of or damage to property, or civil and/or constitutional infringement of rights (specifically including violations of the Federal Civil Rights Statute), arising indirectly or directly in connection with or under, or as a result of, this or any agreement by virtue of any act or omission of any of the contractor's officers, employees, volunteers, subcontractor and/or agents provided that the contractor shall not be liable for claims, obligations, damages, penalties, causes of action, costs and expenses arising solely by any act or omission of the Village's officers, officials, employees, volunteers or agents.

M. Safety:

- i. The contractor and any subcontractors shall comply with all provisions of the Federal Occupational Safety and Health Act of 1970 (84 Stat. 1590) as amended. Contractors and any subcontractors shall be required to follow the MUTCD regarding any signage requirements and are responsible for knowing such requirements for the specific project. The contractor and any subcontractor are also required to follow any OSHA or Illinois Department of Labor law postings or requirements.

N. Execution of Documents:

- a. The contractor in signing the bid documents on the whole or on any portion of the work shall conform to the following requirements:
 - i. A bid signed by an individual other than the individual represented in the bid documents shall have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.
 - ii. A bid signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the bid a power of attorney evidencing authority to sign the bid, executed by the partners.
 - iii. A bid signed for a corporation, shall have the correct corporate name thereof and signature of the president or other authorized officer of the corporations manually written below the corporate name.
 - iv. If such bid is manually signed by an official other than the president of the corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the bid should be attached to it, such bid shall also bear the attesting signature of the secretary of the corporation and the

impression of the corporate seal. The contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.

Project Specifications and Scope

- ❖ *Project Scope-* Rework of Electrical Components and installation of three (3) new heaters at Village of Gilberts Influent Building located at Wastewater Treatment Plant.
- ❖ *Influent Building Electrical Rework*
 - Disconnect and remove existing conduit, wire, outlets, heaters, t-stats, lighting, and switches contained in the upper level of the influent building.
 - Procure and install new rigid pvc conduit, junction boxes, switches, outlet, five (5) light fixtures, and three (3) 480v electric heaters for a class 1 division 1 hazardous location.
 - Reuse/extend existing power feeds from MCC2.
- ❖ *Excluded Work:*
 - Permit fees, taxes, utility fees, premium time, performance bond, additional allowances.
 - Replacement of motor feeds, controls and associated conduit wiring.
 - Replacement of ventilation system and associated conduit and wiring.
 - Replacement of gas detector equipment and associated conduit and wiring.
 - Excavation, backfill and concrete work.
 - Temporary Power and Pump Bypass.
- ❖ Contractor is responsible for reviewing all specification and requesting a site visit to view the proposed work area. It is the contractors responsibility to perform all necessary research and information requests to provide and accurate cost estimate.

SCOPE OF WORK AND SPECIFICATIONS AGREEMENT FORM

Okeh Electric Company
Printed Name of Contractor

825 W. University Dr. April 26th, 2022
Address Date

Arlington Heights, IL. 60004
City State Zip Code


Signature of Authorized Representative

Principal
Title

4/26/2022
Date

DRUG FREE WORKPLACE CERTIFICATION

In compliance with State of Illinois Compiled Statutes, Chapter 30-580, The Contractor certifies and agrees that it will provide a drug free workplace by:

Publishing a Statement:

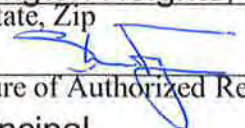
- A. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor’s workplace.
- B. Specifying the actions that will be taken against employees for violations of such prohibition.
- C. Notifying the employee that, as a condition of employment on such Contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- D. Establishing a Drug Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Contractor’s policy for maintaining a drug free workplace;
 - 3. Available counseling, rehabilitation, or assistance programs; and
 - 4. Penalties imposed for drug violations.
- E. Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the Contract and to post the Statement in a prominent place in the workplace.
- F. Notifying the contracting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- G. Imposing a sanction on, or requiring the satisfactory participation in a Drug Abuse Assistance or Rehabilitation Program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- H. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- I. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

The undersigned affirms, under penalties of perjury, that he/she is authorized to execute this certification on behalf of the designated organization.

Okeh Electric Company
 Printed Name of Contractor

825 W. University Dr.
 Address

Arlington Heights, IL. 60004
 City, State, Zip


 Signature of Authorized Representative

Principal
 Title

4/26/2022
 Date

NON-COLLUSION CERTIFICATE

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38 of the Illinois Revised Statutes concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts.

Okeh Electric Company

Printed Name of Contractor

825 W. University Dr.

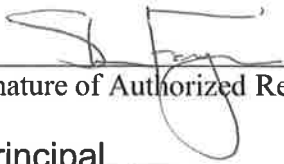
Address

April 26th, 2022

Date

Arlington Heights, IL. 60004

City State Zip Code



Signature of Authorized Representative

Principal

Title

4/26/2022

Date

State and Federal Equal Opportunity Employer Certificate

The Undersigned Bidder agrees to comply with all State and Federal Opportunity Employer Laws

Okeh Electric Company

Printed Name of Contractor

825 W. University Dr.

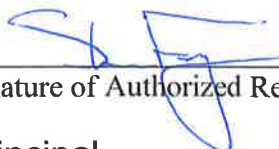
Address

April 26th, 2022

Date

Arlington Heights, IL. 60004

City State Zip Code



Signature of Authorized Representative

Principal

Title

4/26/2022

Date

Professional References

Name:	Genco Industries Inc.
Address:	
Phone:	708-824-0081
Contact:	Marty Trokey

Name:	V3 Construction
Address:	
Phone:	630-200-0093
Contact:	Mike Warning

Name:	Christopher B. Burke Engineering, LTD.
Address:	
Phone:	847-823-0500
Contact:	John Caruso

Subcontractor List

Name:	N/A
Address:	
Phone:	
Contact:	

Name:	
Address:	
Phone:	
Contact:	

Name:	
Address:	
Phone:	
Contact:	

Bid Sheet

Village of Gilberts
OTB 22-03
Digester and Clarifier Electrical Rework

	Total Material	Total Labor	Total Price
Influent Building	\$47,500.00	\$17,650.00	\$65,150.00

Shawn Fergus

Printed Name



Signed

Principal

Title

Okeh Electric Company

Company

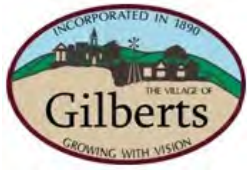
April 26th, 2022

Date

Appendix A

Alterations/Substitutions

N/A



Village of Gilberts

Village Hall
87 Galligan Road, Gilberts, Illinois 60136
Ph. 847-428-2861 Fax: 847-428-2955
www.villageofgilberts.com

To: President Zambetti & Board of Trustees
From: Brian Bourdeau, Village Administrator
Aaron Grosskopf, Public Works Director
Date: May 3, 2022
Re: Item 4.K: Approval of Resolution 19-2022: Authorizing the Purchase of a Mach 10 Inch Water Meter from Ferguson Water in an Amount Not to Exceed \$10,510

Background:

The current meter monitoring the raw water directly out of Well 3 is now around 20 years old. Due to its age the meter is starting to fall out of compliance with AWWA reliability and testing standards. We have been noticing a slow decline of accuracy matching raw numbers from the well and effluent from the plant.

Summary:

The Public Works Department is recommending the purchase of a new Mach Meter from Ferguson, which utilizes more accurate technology. This accuracy is more key in larger sizes such as the 10" meter coming from the well.

The Village plans to purchase this item through Ferguson, our supplier for water meters and parts as well as our relay for the Village's updated Neptune reading system. The total cost for the meter is \$10,509.35 including shipping.

Conclusion:

Village Staff recommends that the Village Board of Trustees authorizes a purchase in the amount of \$10,510 from account 20-10-5480 (Capital Equipment) to Ferguson Waterworks for a new Mach 10 Water Meter.



FERGUSON WATERWORKS #2521
 1720 STATE ST
 DEKALB, IL 60115-2617

Phone: 815-756-2800
 Fax: 815-756-2877

Deliver To: From: Kyle Lepak Comments:

12:26:33 APR 28 2022

FERGUSON WATERWORKS #2516
 Price Quotation
 Phone: 815-756-2800
 Fax: 815-756-2877

Bid No: B164734
Bid Date: 04/28/22
Quoted By: KAL

Cust Phone: 847-428-4167
Terms: NET 10TH PROX

Customer: VILLAGE OF GILBERTS
 73 INDUSTRIAL DRIVE
 GILBERTS, IL 60136

Ship To: VILLAGE OF GILBERTS
 ATTN: WATERWORKS
 281 RAYMOND DR
 GILBERTS, IL 60136

Cust PO#: VERBAL ZACH

Job Name: 10" MACH10

Item	Description	Quantity	Net Price	UM	Total
SP-NEU4B1G1	10" MACH10 26" LAYLENGTH USG	1	10419.350	EA	10419.35

Net Total: \$10419.35
Tax: \$0.00
Freight: \$90.00
Total: \$10509.35

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
 COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2521&on=2723>

RESOLUTION 19-2022

VILLAGE OF GILBERTS

RESOLUTION AUTHORIZING THE PURCHASE OF A MACH 10 INCH WATER METER FROM FERGUSON WATER IN AN AMOUNT NOT TO EXCEED \$10,510

WHEREAS, the Village of Gilberts (“Village”) operates and maintains a water production and distribution system; and

WHEREAS, funds were included in the FY2023 Budget for the replacement of the Well 3 water meter;

WHEREAS, Ferguson is the Village supplier for water meters and parts as well as the relay for the Village’s Neptune water meter reading system.

THEREFORE, be it Resolved by the President and Board of Trustees of the Village of Gilberts, Kane County, Illinois that:

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

Section 2. Approval; Authorization. The Village Board of Trustees hereby authorizes the Village Administrator to execute the necessary documents with Ferguson Water for the purchase of a Mach 10 Inch Water Meter for Well 3 in an amount not-to-exceed \$10,510.

Section 3. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

PASSED BY ROLL CALL VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this ____ day of February 2022.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Dave LeClercq	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Lou Hacker	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

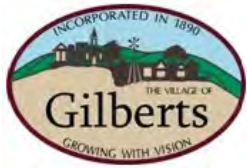
APPROVED THIS ____ DAY OF February, 2022

Village President, Guy Zambetti

(SEAL)
ATTEST:

Village Clerk, Courtney Nicholas

Exhibit A
Agreement



Village of Gilberts

Village Hall
87 Galligan Road, Gilberts, Illinois 60136
Ph. 847-428-2861 Fax: 847-428-2955
www.villageofgilberts.com

To: President Zambetti & Board of Trustees
From: Brian Bourdeau, Village Administrator
Aaron Grosskopf, Public Works Director
Date: May 3, 2022 Board Meeting
Re: Item 4.L: a Resolution Authorizing the Approval of an Agreement with Patriot Paving for the 2022 Crack Filling and Parking Lot Seal Coating and Striping Program in an Amount Not to Exceed \$39,625

Background:

Prior to 2020, the Village has historically performed the crack sealing/filling in-house. Starting last year, the Village has contracted out the crack sealing service and, by doing so, have been able to free three weeks of staff time to work on other projects. Last year the program was run successfully. In only one day, the contractor laid the same amount of material our crews usually take three weeks to perform.



In 2020 and 2021 the Village was able to perform crack sealing operations on the majority of the scheduled roads. We plan to pick up where we left off last year and start in the Windmill Meadows subdivision. This subdivision has yet to be crack sealed and would reap the most benefit to preserve their road life.

Additionally, the Village has not performed seal coating on any of our parking lots for numerous years. Due to this delinquency we plan to utilize a proprietary blend of material made to restore and prolong the life of the coat for up to 4 years against a standard seal coating application rate of every two years.

Summary:

Utilizing a joint bid with the McHenry County Joint Purchasing Cooperative, the Village of Gilberts was able to secure new pricing moving into the 2022 season. Originally estimating for costs to come in around .55 cents per linear foot, bids came in around .46 cents per linear foot. These prices are comparable to our 2021 pricing. The Village has budgeted \$16,000.00 to perform crack sealing for the upcoming season. Village Staff plans to address the following areas this coming year; Windmill Meadows Subdivision, Binnie Road, and Industrial Drive.

In addition to crack sealing this year, the Village also plans to leverage the same company while they are in town working on our crack sealing to perform the parking lot seal coating at our Village Hall, Public Works Department and Town Center Park parking lot. This process will invoice crack sealing the lots, seal coating, and striping. The estimate we have received for this

work is \$22,500.00, Village Staff has budgeted \$25,000.00 for this project and would recommend proceeding with a not-to-exceed agreement of **\$23,625.00** which will cover an additional 5% of the price in case of cost overruns. Patriot Paving utilizes a proprietary blend of seal coating material that lasts longer than other materials on the market currently, Village staff was able to see these aging rates at the College of DuPage and has spoken with other municipalities that have used the same material to great effect.

Conclusion:

Village Staff Recommends utilizing funds from account 01-03-5450 (Contractual Services) in a not-to-exceed amount of \$16,000 for Patriot Paving to perform Crack Sealing Operations. Additionally, Village Staff Recommends utilizing funds from account 01-03-5480 (Capital Equipment) in a not-to-exceed amount of \$23,625 to Patriot Paving to perform parking lot seal coating and striping on Village parking lots.

Attachments:

- A. Map of Proposed Crack Filling Area
- B. Mc-MPI Crack Filling Bid
- C. Mc-MPI Crack Gilling Bid Tabulation
- D. Proposal from Patriot Paving for Seal Coating and Striping

Planned Crack Sealing Primary Locations

Windmill Meadows

- Tyler Creek St
- Windmill Pl
- Tollview Terrace
- Tollview Court
- Tollview Ct (2)
- Park St
- Park Ct

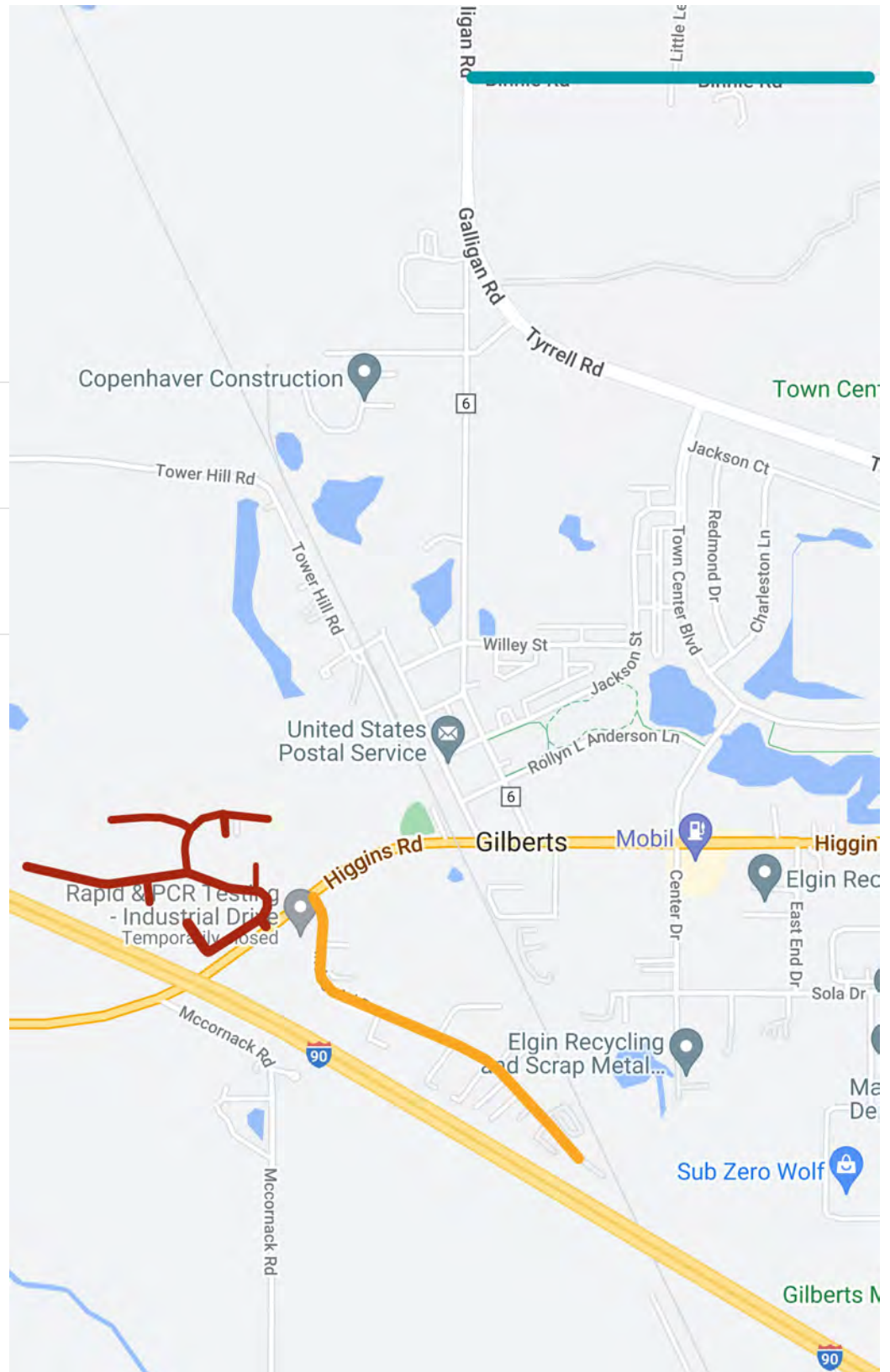
Binnie Road

- Binnie Road

Industrial Drive

- Industrial Drive

Primary Crack Sealing Locations for 2022



Crack Sealing	Bid Opening: 4/6/22, 10:00am								
	Patriot Pavement, Des Plaines, IL			SKC Construction, West Dundee, IL			Denler, Joliet, IL		
	Total Est. Quantity - LF of Cracks Filled	Unit Price	Annual Cost	Total Est. Quantity - LF of Cracks Filled	Unit Price	Annual Cost	Total Est. Quantity - LF of Cracks Filled	Unit Price	Annual Cost
Crack Sealant for Asphalt Pavement Applied - Year 1	576,500	\$0.467	\$269,225.50	576,500	\$0.541	\$311,886.50	576,500	\$0.570	\$328,605.00
Crack Sealant for Asphalt Pavement Applied - Year 2	576,500	\$0.479	\$276,143.50	576,500	\$0.570	\$328,605.00	576,500	\$0.600	\$345,900.00
Bid Alternate:	Unit Price per Hour			Unit Price per Hour			Unit Price per Hour		
Sweeper with Disposal at Municipipl Facility	\$125.00			\$150.00			\$165.00		
Sweeper with Disposal Performed by the Contractor	\$125.00			\$170.00			\$240.00		



April 9, 2022

Village of Gilberts
87 Galligan Road
Gilberts, IL

Locations: 73 Industrial.....Approximately 12,448SF*
87 Gallian Road.....Approximately 15,663SF *
301 Columbia Drive...Approximately 55,528SF *

Scope of Work: Graphene ES **\$22,500.00**

Machine clean and sweep all dirt and loose particles. Treat any oil and or gas stains.
Seal coat approximately *83,639SF (2 coats) using Graphene ES, a high-performance asphalt-based sealer which contains 4.5 pounds of washed aggregate 4% polymer, 2% hardener, and 2% fiber. This is a proprietary mix created for logistical trucking facilities that operates 365 days a year. This product has reduced dry and cure times to allow less impact to daily operations. Once surface is dry, we will re-stripe all traffic markings back to the original layout using high visibility traffic paint. This material enables us to open asphalt to traffic within 12 hours of completion.

Crack fill:

Mechanically rout, fill and/or band major seams and transverse cracks 1/4 " or greater if required. All cracks will be sealed with a hot rubberized material. Crack filler Spec #3405. Material will be installed at 375 degrees. Alligatored areas will not be treated.

Striping:

Re-stripe existing layout, (handicapped stalls, numbers, letters, hashed lanes, etc.) using heavy yellow and/or white traffic paint.

Accepted By: _____

**MCHENRY COUNTY MUNICIPAL PARTNERING INITIATIVE
2022 CRACK SEALING PROGRAM JOINT BID**

SCHEDULE OF PRICES

Company Name: Patriot Pavement Maintenance

Address: B25 Seevers Rd
Des Plaines, IL 60016

Contact Person: Matt Sollars

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

ITEM NO.	PAY ITEM	TOTAL EST. QUANTITY	UNIT PRICE	ANNUAL COST
		LF OF CRACKS FILLED		
1	Base Bid Year 1: Crack Sealant for Asphalt Pavement Applied	576,500 LF	\$.467	\$ 269,225.50
2	Base Bid Year 2: Crack Sealant for Asphalt Pavement Applied	576,500 LF	\$.479	\$ 276,143.90

BID ALTERNATE:

ITEM NO.	PAY ITEM	UNIT	UNIT PRICE
4	Sweeper with Disposal at Municipal Facility	Per Hour	\$ 125.00
5	Sweeper with Disposal Performed by the Contractor	Per Hour	\$ 125.00

TOTAL CONTRACT PRICE (BASE BID ONLY, ITEM # 1):

TWO Hundred Sixty nine ^{two Hundred twenty five} Dollars and Fifty Cents
 (in writing) (in writing)

Individual quantities for each agency in the joint bid are included in the special provisions at the end of this bid document.

BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. If applicable, the approximate quantities set forth in this Schedule of Prices for each Unit Price Item are estimates only, the Municipalities reserve the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;
2. The Price Proposal includes allowances for contingencies as Bidder deems appropriate with respect to such risks and changes in the Work that Bidder or Contractor, as the case may be, is responsible for dealing with under the Contract without any equitable adjustment in the Contract Price;
3. Bidder or Contractor, as the case may be, shall be compensated only in accordance with the Contract and shall not be entitled to equitable adjustments in the Contract Price as a result of any claims by Subcontractors or Suppliers arising only under their Subcontracts and not provided for in the Contract;
4. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
5. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
6. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to (if applicable) dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.



Patriot Pavement Maintenance
Crack fill References

Village of Arlington Heights
33 South Arlington Hts Rd
Arlington Heights, IL 60005
Chester Gorecki
Phone: 847-368-5805

Village of Glenview
2498 E. Lake Street
Glenview, IL 60025
Greg Jurek
Phone: 847-904-4547

Village of Niles
1000 Civic Center Dr.
Niles, IL 60174
Fred Brawn
Phone: 847-588-7908

Village of Rolling Meadows
3900 Berdnick St.
Rolling Meadows, IL
Bill Suchecki
Phone: 847-963-0500

City of Evanston
2020 Asbury
Evanston, IL 60102
William Reed
Phone: 847-627-6564

Village of Mount Prospect
50 South Emerson Street
Mount Prospect, IL 60058
Scott Moe
Phone: 847-870-5640

Solicitation 2203-003

McHenry County Partnering Initiative 2022 Crack Sealing Program Joint Bid

Bid Designation: Public



City of Crystal Lake

Bid 2203-003

McHenry County Partnering Initiative 2022 Crack Sealing Program Joint Bid

Bid Number 2203-003
Bid Title McHenry County Partnering Initiative 2022 Crack Sealing Program Joint Bid

Bid Start Date Mar 17, 2022 7:07:19 AM CDT
Bid End Date Apr 6, 2022 10:00:00 AM CDT

Bid Contact Denver Schmitt
dschmitt@crystallake.org

Bid Contact Beth Mogan
bmogan@crystallake.org

Bid Contact Paul Walter
pwalter@crystallake.org

Contract Duration One Time Purchase
Contract Renewal 1 annual renewal
Prices Good for 120 days

Bid Comments Selected contract must agree to contracts with individual agencies.

Item Response Form

Item 2203-003-01-01 - Submit Price Sheet
Quantity 1 each
Unit Price
Delivery Location ~~City of Crystal Lake~~
No Location Specified

Qty 1

Description
Submit price sheet

2022

City of Crystal Lake
Village of Cary
Village of Gilberts
Village of Huntley
City of McHenry
McHenry Township
Village of Prairie Grove
City of Woodstock

**MCHENRY COUNTY
PARTNERING INITIATIVE
2022 CRACK SEALING
PROGRAM JOINT BID**

**2022 CRACK SEALING PROGRAM
REQUEST FOR JOINT BID
SOLICITING AGENCY: CITY OF CRYSTAL LAKE**

LEGAL NOTICE / PUBLIC NOTICE
CITY OF CRYSTAL LAKE
JOINT BID NOTICE

The City of Crystal Lake, Village of Cary, City of McHenry, Village of Gilberts, Village of Huntley, McHenry Township, Village of Prairie Grove, and the City of Woodstock are jointly soliciting sealed bids from construction contractors for the following project:

**2022 CRACK SEALING Program
Joint Bid**

Sealed bids for this contract must be received before 10:00 a.m. on Tuesday, April 6, 2022 at the Crystal Lake City Hall, 100 W. Woodstock Street, Crystal Lake, 60014, at which time all bids will be publicly opened and read aloud.

The scope of the work includes routing of asphalt pavement cracks, cleaning of routed cracks, provision of crack sealant compound, and installation of the compound with routed and cleaned cracks, to be performed throughout the Municipalities.

Copies of the bidding documents, including contract provisions and specifications, may be obtained through Bidsync.com. It is the responsibility of the bidder to meet all requirements of the bid documents. **All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq).**

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the City of Crystal Lake for not less than ten percent (10%) of the bid amount. The successful bidder must furnish a satisfactory performance and payment bond in the full amount of the bid.

The Municipalities reserve the right to accept the bid from the lowest responsible bidder most favorable to the Municipalities, as determined by the Municipalities. The Municipalities also reserve the right to reject any bid or part of a bid that does not conform to the bidding requirements or to modify or waive all formalities and technicalities in a bid, or to reject all bids.

Compliance conditions are included in the bid documents.

**MCHENRY COUNTY PARTNERING INITIATIVE
2022 CRACK SEALING PROGRAM JOINT BID**

OWNER CONTACT INFORMATION

City of Crystal Lake (Soliciting Agency)

100 W. Woodstock Street
Crystal Lake, Illinois 60014
Telephone: 815-356-3614
Attention: Paul Walter
Capital Engineering Manager

Village of Cary

454 Cary Woods Circle
Cary, Illinois 60013
Telephone: 847-639-0003
Attention: Erik Morimoto
Director of Public Works / Village Engineer

Village of Gilberts

73 Industrial Drive
Gilberts, Illinois 60136
Telephone: 847-428-7057
Attention: Aaron Grosskopf
Director of Public Works

Village of Huntley

10987 Main Street
Huntley, Illinois 60142
Telephone: 847-515-5284
Attention: Jason Irvin
Assistant Director of Public Works

City of McHenry

1415 Industrial Drive
McHenry, IL 60050
Telephone: 815-363-2186
Attention: Jon Schmitt
Director of Public Works

McHenry Township Road District

3703 N. Richmond Rd

Johnsburg, Illinois 60051

Telephone: 815-385-3076

Attention: Adam Vick
Operations Manager

Village of Prairie Grove

3125 Barreville Road

Prairie Grove, Illinois 60012

Telephone: 815-455-1411

Attention: Josh Singer
Public Works Superintendent

City of Woodstock

121 W Calhoun St

Woodstock, Illinois 60098

Telephone: 815-338-4300

Attention: Chris Tiedt
City Engineer

MCHENRY COUNTY PARTNERING INITIATIVE 2022 CRACK SEALING PROGRAM JOINT BID

INVITATION FOR BIDDER'S PROPOSALS

As part of the McHenry County Partnering Initiative, the City of Crystal Lake is organizing a joint bid on behalf of various municipalities for the 2022 Crack Sealing Program. Each municipality will award the bid and use its own contract documents to execute the work with the successful bidder.

1. Invitation to Bid

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

Routing of asphalt pavement cracks, cleaning of routed cracks, provision of crack sealant compound, and installation of the compound with routed and cleaned cracks.

The work shall be performed at the following Work Sites in the:

- City of Crystal Lake, Illinois
- Village of Cary, Illinois
- Village of Gilberts
- Village of Huntley
- City of McHenry, Illinois
- McHenry Township Road District, Illinois
- Village of Prairie Grove
- City of Woodstock

2. Defined Terms

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

3. The Bid Package

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Invitation for Bidder's Proposals;
- (2) General Instructions to Bidders;

- (3) Addenda, if issued;
- (4) Bidder's Proposal;
- (5) Bidder's Sworn Acknowledgment;
- (6) Bidder's Sworn Work History Statement;
- (7) Other Information Submitted by Bidder, if requested;

4. **Inspection and Examination**

The Bid Package may be downloaded at no charge from Bidsync.com. Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

5. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until **10:00 A.M.**, local time, **April 6, 2022** at the City of Crystal Lake City Hall, 100 W. Woodstock Street, Crystal Lake, IL 60014, or submitted electronically through Bidsync.com, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

MCHENRY COUNTY PARTNERING INITIATIVE 2022 CRACK SEALING PROGRAM JOINT BID

GENERAL INSTRUCTIONS TO BIDDERS

1. Interpretation of Documents Included in Bid Package

- A. **Defined Terms.** All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.
- B. **Implied Terms.** If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.
- C. **Information Provided by Owner.** When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present. Any information furnished by the Municipality shall not constitute a representation concerning site conditions and the Contractor shall bear, solely and exclusively, all costs due to concealed, unknown, unusual or otherwise unforeseen conditions at the site. Contractor is aware that all such risk concerning site conditions is borne by it, has considered such in making its bid, and therefore freely waives all of its rights under the Illinois Public Construction Contract Act of 1999.
- D. **Addenda.** No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or

effect whatever, nor entitle any Bidder to assert any claim or demand against Owner on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to Owner a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible.

Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

- E. **Informal Responses.** Neither Owner nor Engineer will give oral answers or instructions in response to any inquiries received prior to the award of the Contract regarding the meaning of the Bidding Documents or the Contract nor any oral indication as to the validity of any such inquiry. Any such oral answer, instruction or indication shall not be binding, shall be deemed to be unauthorized and given informally for the convenience of the Person making the inquiry, shall not be guaranteed, and shall not be relied upon by any prospective Bidder. By submitting a Bidder's Proposal, each Bidder shall be deemed to have agreed that such information has not been used as a basis of its Bidder's Proposal and that the giving of any such information does not entitle such Bidder to assert any claim or demand against Owner or Engineer on account thereof.

2. **Calculation of Unit Price Proposals**

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Owner's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

3. **Term**

The term of this Agreement shall be for one (1) year from the date of award. The Municipalities, as a whole, reserve the right to renew this contract for one (1) additional one (1) year period, subject to acceptable performance by the Contractor. At the end of the

initial or renewal term, the Municipalities, as a whole, reserve the right to extend this agreement for a period of up to ninety (90) days for the purpose of getting a new agreement in place.

For any term beyond the initial term, this agreement is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the Municipalities to appropriate funds in future contract years.

4. **Prevailing Wages**

To the extent that the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) (Act) applies to this Contract, it is the Contractor's obligation to pay (and require every Subcontractor to pay) prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the Contract in accordance with the Act. The established prevailing wage rates are available at www.state.il.us/agency/idol/rates/rates.HTM. If the contractor determines the Prevailing Wage Act is applicable to a project, they shall post or provide notice of the prevailing wage rates in accordance with the Act. Any increases in costs to the Contractor due to changes in the prevailing rate of wages during the terms of this Contract shall be at the expense of the Contractor and not at the expense of the Owner. Any change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain and file accurate records in the manner set forth in, and as required by the Act. The Contractor shall be solely liable for any violation of the Act and shall be required to (i) pay the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and (ii) defend and indemnify the Owner against any and all claims arising under or related to the Act, including any damages, attorneys' fees, and penalties or fines.

5. **Taxes and Benefits**

Owner is exempt from state and local sales, use, and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

6. **Permits and Licenses**

Except as otherwise expressly provided in Attachment A to the Contract, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and

authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

7. Preparation of Bidder's Proposal

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package. The Bidder's Proposal form included in the Bid Package shall be removed from the Bid Package prior to preparation for submission.

Entries on the Bidder's Proposal form shall be typed or legibly written in ink. Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal form. In case of any conflict, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to Owner.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefore in the Bidder's Proposal form a listing of all such Addenda.

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement and the Bidder's Sworn Work History Statement included in the Bid Package, and shall staple into its Bidder's Proposal the Bid Security and the surety and insurance commitment letters.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand

correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

8. **Signature Requirements**

A. **Bidder's Proposals.** The following requirements shall be observed in the signing of each Bidder's Proposal:

- (1) **Corporations.** Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.
- (2) **Partnerships.** Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.
- (3) **Individuals.** Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.
- (4) **Joint Ventures.** Each Bidder's Proposal submitted by a joint venture shall be signed by each signatory of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. **Other Documents.** The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

9. **Bid Security, Performance Bonds, and Insurance**

A. **Required Bid Security.** Every Bidder's Proposal shall be accompanied by bid security in the form of a:

- i. Cashier's Check; or
- ii. Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner; or

- iii. Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A-minus and a financial size category of Class X or better in Best's Insurance Guide.

The Bid Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Bid Package; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

- B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five (5) days after execution of the Contract by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.
- C. Performance and Payment Bonds. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, on forms provided by, or otherwise acceptable to, the Municipalities, from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds, on forms provided by, or otherwise acceptable to, the Municipalities, upon award of the Contract to Bidder.
- D. Liquidated Damages. If a Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of the Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.
- E. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance upon award of the Contract per the requirements below, unless otherwise noted and attached for individual municipalities with different provisions.

The Contractor shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to

do business in the state of Illinois and having a rating of at least A-minus and a class size of at least X as rated by A.M. Best Ratings. Such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- i. **Workers' Compensation Insurance** covering all liability of the Contractor arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.
- ii. **Employers Liability** covering all liability of Contractor as employer, with limits not less than:
 - \$1,000,000 per injury – per occurrence;
 - \$1,000,000 per disease – per employee; and
 - \$1,000,000 per disease – policy limit.
- iii. **Comprehensive General Liability** in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement; Railroad exclusions shall be deleted if any part of the project is within 50 feet of any railroad track
 - General Aggregate Limit \$ 2,000,000
 - Each Occurrence Limit \$ 1,000,000
- iv. **Automobile Liability Insurance** shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.
 - Each Occurrence Limit \$ 1,000,000
- v. **Umbrella Excess Liability** with limits not less than:
 - \$2,000,000 over Primary Insurance
- vi. Contractor agrees that with respect to the above required insurance:

- The CGL policy shall be endorsed for the general aggregate to apply on a “per Project” basis;
- To provide separate endorsements: to name each Municipality as additional insured as their interest may appear, and; to provide thirty (30) days’ notice, in writing, of cancellation or material change.
- The Contractor’s insurance shall be primary in the event of a claim.
- **Each Municipality** shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.
- A Certificate of Insurance that states that each **Municipality** has been endorsed as an “additional insured” by the Contractor’s insurance carrier. Specifically, this Certificate must include the following language: “The (municipality’s name inserted), and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number _____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term.”
- The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B), and CG 2037 (Exhibit C) – Completed Operations, where required. The member reserves the right to request full certified copies of the insurance policies and endorsements.

EXHIBIT A

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
SAMPLE	SAMPLE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

EXHIBIT B

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>EXAMPLE</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT C

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p style="font-size: 48px; opacity: 0.5; transform: rotate(-45deg);">EXAMPLE</p>	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

- vii. **Failure to Comply:** In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, the Municipality may purchase such insurance coverages and charge the expense thereof to the Contractor.
- viii. **Hold Harmless:** The Contractor agrees to indemnify, save harmless and defend the Village of Cary, Village of Algonquin, City of McHenry, City of Woodstock, and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Municipalities its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required of the Contractor. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

10. **Submission of Bidder's Proposal**

One copy of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated. All Bidder's Proposals received after the time for the opening of bids specified will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

11. **Withdrawal of Bidder's Proposal**

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal

of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of sixty (60) days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said sixty (60) day period, provided that *the Bidder has not been awarded the contract* and that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said sixty (60) day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract until Owner affirmatively and in writing rejects such Bidder's Proposal.

12. **Qualification of Bidders**

- A. **Factors.** Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.
- B. **Additional Information.** Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.
- C. **Final Determination.** The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

13. **Disqualification of Bidders**

- A. **More Than One Bidder's Proposal.** No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing

contained in this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

- B. **Collusion**. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidder's Proposals of the participants in such collusion will not be considered.
- C. **Default**. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

14. **Award of Contract**

- A. **Reservation of Rights**. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals.
- B. **Firm Offers**. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing rejects such Bidder's Proposal
- C. **Time of Award**. It is expected that the award of the Contract, if it is awarded, will be made within sixty (60) days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such sixty (60) day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for re-advertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice

the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

15. **Notice of Award; Effective Date of Award**

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in the Bid Package has been delivered to the successful Bidder ("Effective Date of Award"). Owner will prepare five (5) copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

16. **Closing of Contract**

- A. **Closing Date.** Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and all related documents shall be executed, submitted and exchanged by Owner and Bidder ("Closing") on, the tenth day following the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("Closing Date").
- B. **Conditions Precedent to Closing.** On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Closing Date, and submit to Owner all five copies of the Contract, the Contractor's Certification, and all other required documentation related to the Contract on or before the Closing Date; and (2) submit five executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance required by the Bid Package.

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

- C. **Closing.** At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract, retain three copies of the completed Contract, and tender two copies to the successful Bidder at the Closing.

The successful Bidder shall tender one copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

17. **Failure to Close**

- A. **Annulment of Award; Liquidated Damages.** The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.
- B. **Subsequent Awards.** Upon annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

18. **Freedom of Information Act**

Each Bidder, by its submission of its Bidder's Proposal, acknowledges that Owner is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, and that no disclosure made in good faith by Owner pursuant to such Act shall be deemed to violate this Section.

19. **Joint Purchasing / Purchasing Extension**

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, *et seq.* (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees that the City of Crystal Lake shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Municipalities during the extended term of this Agreement.

Bidder and the other Municipalities may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

The bidder shall provide the other Municipalities with all documentation as required in the RFB, and as otherwise required by the City of Crystal Lake including, but not limited to:

- 100% performance and payment bonds for the project awarded by other Municipalities;

- **Certificate of insurance naming each other Municipality as an additional insured;
and**
- **Certified payrolls to the other Municipality for work performed.**

data and other means and items necessary for the Work described in Attachment A; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

- B. Additional Drawings or Specifications. Owner may, during construction, furnish such additional Contract Drawings and Specifications or such other explanations as Engineer may consider necessary to illustrate or explain the Work in further detail. The successful Bidder shall be required to comply with the requirements of all such additional Contract Drawings and Specifications or other explanations, all of which shall be considered part of the Contract and shall not be considered as indicating additional Work.
- C. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.
- D. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. **Contract Price Proposal**

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

COMPLETE FOLLOWING PAGE

3. **Contract Time Proposal**

If this Contract/Proposal is accepted, Bidder proposes and agrees, that Bidder shall commence the Work within 10 days following the City's accepted of this Contract/Proposal provided Bidder shall have furnished to Owner all bonds and all insurance certificates and policies of insurance specified in this Contract/Proposal (the "Commencement Date").

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that the Bidder shall perform the Work diligently and continuously and shall complete the Work by the Completion Date specified in the Bid Package.

4. **Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of sixty (60) days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. **Bidder Representations**

- A. **No Collusion.** Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.
- B. **Not Barred.** Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.
- C. **Qualified.** Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two (2) business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.
- D. **Owner's Reliance.** Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. **Surety and Insurance**

Bidder herewith tenders surety and insurance commitment letters.

7. **Bid Security**

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond for the sum of

Attached dollars (\$ _____), which is equal to at least ten percent (10%) of Bidder's Price Proposal ("Bid Security").

8. **Owner's Remedies**

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. **Owner's Rights**

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

10. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 6th day of April, 2022.

Attest/Witness: Patriot Pave and Maintenance
 Bidder
 By: [Signature] By: [Signature]
 Title: Secretary Title: PRESIDENT

BIDDER'S SWORN ACKNOWLEDGEMENT

Matt Sollans ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. Corporation

Bidder is a corporation that is organized and existing under the laws of the State of Ill, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Patriot Patriot Pavement.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>Matt Sollans</u>	<u>825 Seegers Rd D.P., IL</u>
Vice President	<u>" "</u>	<u>" "</u>
Secretary	<u>" "</u>	<u>" "</u>

Treasurer

Matt Sollans

"

"

2. **Partnership**

ACKNOWLEDGEMENT

Bidder is a partnership that is organized, existing and registered under the laws of the State of Ill pursuant to that certain Partnership Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. **Individual**

Bidder is an individual whose full name is _____, whose residence address is _____ and whose business address is _____. If operating under a trade or assumed name, said trade or assumed name is as follows: _____.

4. **Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

NAME (and ENTITY TYPE) ADDRESS

_____ () _____

_____ () _____

_____ () _____

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

ACKNOWLEDGEMENT

DATED this 6th day of April, 2022

Attest/Witness: *Pat* Patriot Pavement Maint.
Bidder

By: *[Signature]*

By: *Matt [Signature]*

Title: Secretary

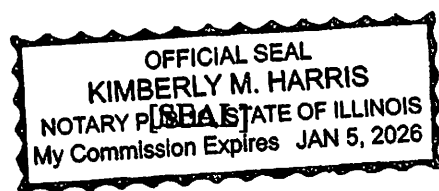
Title: PRESIDENT

Subscribed and Sworn to

My Commission Expires:

M.S. before me this 6th day of April, 2022

Kimberly M Harris
Notary Public



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

BIDDER'S SWORN WORK HISTORY STATEMENT

Matt Sollars / Patriot Pavement Maintenance ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

JOINT VENTURES MUST SUBMIT SEPARATE SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT

1. **Nature of Business**

State the nature of Bidder's business: Asphalt Maintenance
Crack Sealing

2. **Composition of Work**

During the past three years, Bidder's work has consisted of: Asphalt Maintenance
Crack Sealing Municipalities

3. **Years in Business**

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 12 Years

4. **Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

N/A

NAME	ADDRESS	YEARS
_____	_____	_____
_____	_____	_____

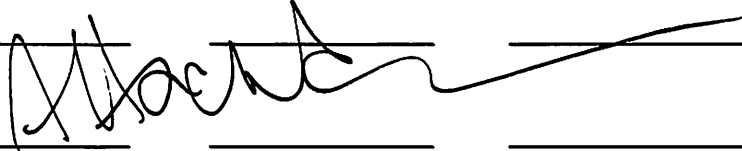
5. **Business Licenses**

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
_____	_____	_____	_____
_____	_____	_____	_____

6. **Related Experience**

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	<u>Vlgof A.H</u>	<u>Vlgof Niles</u>	<u>City of Evanston</u>
Owner Address	_____	_____	_____
Reference	<u></u>		
Telephone Number	<u>847-368-5805</u>	<u>847-588-7908</u>	<u>847-627-6564</u>
Type of Work	<u>Crack Sealing</u>	<u>Crack Sealing</u>	<u>Crack Sealing</u>
	_____	_____	_____

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	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor	_____	_____	_____
(If Bidder was)	_____	_____	_____
(Subcontractor)	_____	_____	_____
Amount of Contract	_____	_____	_____
Date Completed	_____	_____	_____

See attached

DATED this 6 day of April, 2022

Attest/Witness: Patriot Pavement Maintenance
Bidder

By: [Signature]

By: [Signature]

Title: PRESIDENT

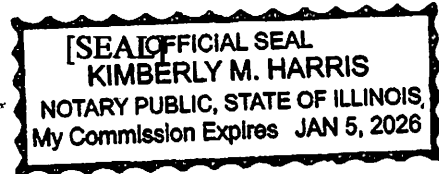
Title: PRESIDENT

Subscribed and Sworn to

My Commission Expires:

M.S before me this 6th day of April, 2022

[Signature]
Notary Public



**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENT**

MCHENRY COUNTY PARTNERING INITIATIVE 2022 CRACK SEALING PROGRAM JOINT BID

SPECIAL PROVISIONS

The following Special Provisions supplement the “Standard Specifications for Road and Bridge Construction”, adopted January 1, 2022 or latest addition, (hereinafter referred to as the Standard Specifications) and latest edition of the “Illinois Manual on Uniform Traffic Control Devices for Street and Highways” in effect on the date of invitations for bid. In case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

The term “Municipalities” and “Village” refers to the City of Crystal Lake, Illinois; Village of Cary, Illinois; Village of Gilberts, Illinois; Village of Huntley, Illinois; City of McHenry, Illinois; McHenry Township, Illinois; Village of Prairie Grove, Illinois, and City of Woodstock, Illinois.

DESCRIPTION OF IMPROVEMENT

The Contractor shall be responsible for routing, cleaning, and filling certain asphalt pavement cracks throughout the Municipalities at locations determined by the municipal representative. Only sections of crack that are identified at each location and listed on the crack sealing list or map shall be routed, cleaned, filled and accounted for in the Schedule of Prices. The Contractor is not guaranteed the total annual quantity as listed in the Schedule of Prices under the items of CRACK SEALANT FOR ASPHALT PAVEMENT APPLIED (as stated previously in the OTHER SPECIAL PROVISIONS). The Contractor shall complete the work as shown on the replacement list or map provided by the Municipalities after award of the contract.

The Contractor shall also be fully responsible for removing material on the pavement or on nearby or adjacent property generated as a result of the Work.

AWARD OF CONTRACT

The Contract shall be awarded to the lowest, responsible bidder for performance of the total Work as listed in the Schedule of Prices.

CONTRACT TIME

Contractor shall complete the Work no later than September 2, 2022, unless otherwise approved in writing by the Municipality’s representative.

WORKING HOURS

No work shall be performed between 7:00pm and 7:00am, but not on Saturdays, Sundays, or legal holidays without written permission of the Owner. However, emergency work may be done with permission from the Municipality’s representative.

TRAFFIC CONTROL AND SITE SAFETY

The Contractor is responsible to provide Traffic Control that meets the requirements specified in Section 701 of the Standard Specifications. Traffic Control is considered incidental to this Contract.

The Contractor shall contact the Village at least 72 hours in advance of beginning work. Construction operations shall be conducted in a manner such that streets will be open to emergency traffic and accessible as required to local traffic. Advanced notice shall be provided to residents, police, fire, school districts and trash haulers when access to any street will be temporarily closed or limited. Crack sealing work shall be planned so as to cause a minimum of inconvenience to the adjacent property owners.

USE OF THE WORK SITE

Contractor shall use the Work Site solely to complete the Work and such related activities as may be authorized or directed by the Owner. Except as provided herein, Contractor shall not (nor shall Contractor cause or permit any employee or person under Contractor's control) to display or broadcast commercial, political, or religious messages or advertisements of any nature at the Work Site or in connection with the Work. The foregoing shall not be construed to prohibit the following at the Work Site or in connection with the Work: (a) the use of equipment, materials, or other items (*e.g.* personnel uniforms and clothing) that identify the Contractor (such as by displaying the Contractor's name, logo, slogan, contact information, or similar messages) or that identify the maker or supplier of such equipment, material, or item; or (b) the use or display of signs, flags, cones, traffic control devices, markers, or other similar devices that reasonably relate to the Work, Work Site safety, public safety, or regulatory compliance; or (c) personal speech, religious practice, or expression by any individual performing Work or at the Work Site; or (d) upon written approval or direction of the Owner, the display of information regarding the sponsor of the Work or funding sources for the Work.

In addition, Contractor shall not (nor shall Contractor require or permit its personnel, subcontractors, or subcontractors' personnel to) conduct any prohibited political activity at the Work Site or while performing the Work. Contractor and its personnel or subcontractors (including any subcontractor's personnel) shall not intentionally or knowingly use the Work Site or any other property or resources of Owner in connection with any prohibited political activity. For purposes of this section, the term "prohibited political activity" shall have the meaning set forth in Section 5 of the State Officials and Employees Ethics Act, 5 ILCS 430/1-5.

LOCATION OF THE IMPROVEMENT

Locations to be determined based on areas damaged due to emergency or routine repairs of the municipality's utility infrastructure, routine field inspections by municipal personnel and resident service requests. Addresses and or maps showing all of the replacement locations shall be provided to the contractor.

EXISTING UTILITIES

The Contractor is notified that there is expected to be no effect on any utility lines or conduits during construction of this project due to the shallow nature of the routing of the pavement cracks. However, the Municipalities shall bear no responsibility for any conflicts and it shall be the Contractor's responsibility to make his own investigation to determine the existence, nature, and location of all utility lines and appurtenances within the limits of the improvement.

PAYMENT

Each request for payment of the Contract Price shall be itemized so as to indicate the portion of the requested payment that is allocable to Work performed by Contractor. Once the municipal representative has certified the completion and quality of the Work, payment will be made to Contractor.

Bidders will provide pricing for this contract per LINEAL FOOT of crack filled to be provided and installed per the specifications contained herein. A bidder's per-foot pricing will include all of its costs, including its costs for materials, installation services, and the providing of advance notice about these services to residences.

Pricing per hour must be submitted for street sweeping with disposal by the Contractor and pricing per hour for street sweeping with disposal at Municipal facility.

The Contractor's pricing under the optional renewals allowed by this RFB must be indicated in the bid proposal.

OTHER SPECIAL PROVISIONS

1. Equipment used for heating and placing the premixed material shall be capable of heating the material to 400° F and pumping the material into the prepared cracks.
2. All temperature gauges shall be calibrated and checked for accuracy.
3. Crack sealing material shall be a rubberized material that conforms to section 451 and section 1050.02 of the IDOT standard specifications, current edition. Prior to beginning

work, the contractor shall submit to the Municipality's representative a manufacturer's certificate stating that the crack sealing material complies with the above requirements.

4. Crack routers/cutters shall be mechanical and power driven, capable of cutting the cracks to the required dimensions. Equipment designed to "plow" the cracks will not be permitted.
5. Crack routing dimensions shall not exceed three-quarter inch (3/4") wide, by three-quarter inch (3/4") deep. Dimensions that exceed this must be approved by the Municipality's representative.
6. Air compressors shall provide moisture and oil-free compressed air and shall be of sufficient size to blow sand and other foreign material from the crack prior to placing the crack sealing material.
7. High temperature (2700 FPS avg.) and high air velocity (1900 FPS avg.) crack blowing equipment shall be used to perform final crack blowing and lancing.
8. Crack cleaning and filling shall be done only when ambient air and pavement surface temperatures are above 40° F. When near this minimum, additional air blasting or drying time, or both, may be necessary to ensure a satisfactory bond to the crack surfaces. Crack sealing material shall be heated on the job, not to exceed 400° F.
9. Crack sealant shall be applied so that the crack is flush filled immediately following application and a thin over-band of sealant extends approximately one inch (1") beyond the edges of the crack. Excess crack sealant shall be removed from the pavement surface immediately following application. Removal shall involve the use of a squeegee, starting from the centerline and proceeding towards the shoulder or curb.
10. Each Municipality will determine if the Contractor will sweep and remove all debris from routing of the cracks or if the sweeping and removal of debris will be performed by the Municipality. On the pricing chart, the contractor shall provide a price per hour for the cost of sweeping and removing all debris.
11. Each Municipality shall also decide if the Contractor shall be responsible for the disposal of debris from sweeping or if the Contractor is to transport debris to a Municipality facility location as determined by the Director of Public Works or his/her designee. If transported, only debris from crack sealing operation will be allowed to be dumped at the Municipal facility.
12. Upon completion of sweeping and collection of debris, all roadways and/or parking areas must present an appearance that is completely satisfactory to the Municipality's representative.
13. Traffic shall be permitted to cross sealant for a time period no less than ten minutes from the time sealant has been applied.
14. The Contractor shall provide sufficient supervision and personnel to carry out the project in a timely manner and with a minimum of delay in time.
15. The Contractor is responsible for damage claims as per applicable articles of Section 107 of the Standard Specifications. The Contractor's certificate of insurance shall meet the requirements of Article 107.27 of the Standard Specifications. In addition, under

Article 107.27 of the Standard Specifications, the Contractor’s policy of insurance shall also include the Municipalities and consultant engineers (if applicable) as the additional insured.

16. The Municipalities reserve the right to delete any portion of their project if it is in the best interest of the Municipalities to do so. Any portion deleted from the contract shall have no bearing on the remaining work under the terms of this Contract or unit prices.
17. The Municipalities reserve the right to appoint an employee or other representative to inspect all work completed under this contract.
18. The Municipalities shall provide lists of roads that shall be completed in this contract.
19. Contractor must provide notification of where and when work will be done each day (preferably at least 24 hours in advance).
20. The Contractor, at its sole expense, shall develop, print, and distribute to all affected residences a standardized door hanger, letter, or postcard (pre-approved by the Municipalities) that will provide advance notice to these residences of the crack sealing operations the Contractor will undertake. Affected residences will include all residences on each of the blocks on which the Contractor will provide crack sealing services for the Municipalities. The Contractor shall provide residences notice no later than 72 hours prior to the undertaking of its crack sealing operations on their block. The Municipalities, at their discretion, may furnish the Contractor with a sample document deemed suitable for notification.
21. Each Municipality may provide the Contractor space at its Public Works facility to store equipment while the Contractor is providing the Municipality crack sealing services. In exchange for storage space, the Contractor shall identify the discount to each Municipality if space is provided. Access to facilities shall be established with the successful bidder.

SCHEDULE OF QUANTITIES – BY INDIVIDUAL AGENCY

The approximate quantities set forth in the table below for each item are estimates only and each municipality reserves the right to increase or decrease such quantities based on the Standard Specifications, contract unit prices, and respective budgets.

	CRYSTAL LAKE	CARY	GILBERTS	HUNTLEY	CITY OF MCHENRY	MCHENRY TOWNSHIP	PRAIRIE GROVE	WOODSTOCK
	LIN FT	LIN FT	LIN FT	LIN FT	LIN FT	LIN FT	LIN FT	LIN FT
BASE BID: CRACK SEALANT FOR ASPHALT PAVEMENT	83,000	6,000	26,000	120,000	145,000	47,500	16,000	133,000
BASE BID: CRACK SEALANT FOR ASPHALT PAVEMENT	83,000	6,000	26,000	120,000	145,000	47,500	16,000	133,000



Using BidSync

BidSync is a comprehensive system that Public Agencies use to organize, automate and manage their entire procurement processes. Vendors also implement the BidSync system to improve efficiency and productivity in response to Public Agency requests for bids and proposals. The following are just a few of the features that benefit Vendors:

1. BidSync reduces the time and effort required by Vendors to submit bids and proposal by over 90%.
2. Every time Vendors log on to BidSync, they are automatically provided a list of all current bid requests for products or services in their category and narrowed to the geographical area selected by Vendors.
3. BidSync automatically notifies Vendors via email whenever a Public Agency requests a bid or proposal for products or services, or makes a change in a previously sent request for a bid or proposal.
4. BidSync provides Vendors with the ability to easily submit multiple bids when they carry more than one product that satisfies bid specifications.
5. BidSync provides Vendors with the ability to provide additional information on bids when doing so helps clarify their bid or proposal.
6. BidSync provides Vendors with the ability to attach photos, descriptive material etc to most bids.
7. BidSync significantly reduces errors.
8. Submittals of bids via BidSync are instant.
9. Even though the capabilities incorporated into BidSync are extensive and sophisticated, using BidSync is simple and easy.
10. BidSync provides free support during business hours (6AM-6PM MST Monday-Friday) which can be reached at 1-800-990-9339 or support@bidsync.com and has a support portal website which can be accessed 24/7 which includes how to articles and webinars (support.bidsync.com)

Using the BidSync System

Support

When using the BidSync system, remember to refer to the "Support" link for quick answers to questions, terminology descriptions and for access to our Terms and Conditions.

Registration

Registration on our site is **free**. You must be registered to place a bid on any government request for procurement. To register go to www.bidsync.com, and click the "Register Now" button which takes you through a short registration process. You will choose a username and a password which is case sensitive. You will also define your categories of interest, which we call classifications. These classifications tell us which type of bids you are interested in. Our system notifies you of bids in your preferred classifications. This information can be modified at any time. Once you register, your account must be activated by one of our staff. We will notify you of the site at that time. Once you have registered, you may sign in using your ID and password.

Bid Opportunities

This part of our site has two sections, Bids matching my settings which displays all bids that are live on the site that match your classification and region selections and New search which allows you to search all the bids on the site both live and closed via keyword, bid numbers, and filters, The Agency In Network Bids section which houses contracted agency's bids is broken into seven sections.

1. **Links bids:** This tab is a list of bids posted by contracted agencies such as the City of Crystal Lake which excluding the State of Louisiana and The City of Grand Prairie Texas will be free for you to access.
2. **Addendums:** This is a list of bids you have expressed interest in which have recently had an addendum posted to them.
3. **Changes:** This is a list of bids you have expressed interest in which have recently had a change posted to them.
4. **My Bids:** This is a list of all the bids which you have selects to add to your "My Bids" section from the main bid page.
5. **About to end:** This is a list of bids which you have expressed interest in which will be closing within the next 24 hours.
6. **Invited Bids:** This is a list of bids which agencies have personally invited you to.
7. **Bids with Offers:** This is a list of bids which are currently open that you have placed an offer on.

To place a bid you will need to accept and view all the documents located within the document tab of the bid and proceed to the place offer screen by clicking the "Place Offer" button located at the bottom of the bid. On this screen you will be able to upload any requested documentation and enter any requested pricing, for an in detail review of the process please view the Placing an Offer Webinar located on the BidSync Support Portal.

Bid Bonds

On select bids you will be required to import a bid bond on the Place Offer Screen, while it is recommended you user Surety 2000 for the easiest and most secure process you can also go through other bid bond companies as long as they are approved by the Agency in question.

- **Surety 2000:**
 1. When going through Surety 2000 for your bid bond you will be asked to provide them the **exact** spelling and punctuation of the bid # and your supplier identifier which can be located on the "Details" tab of the bid by clicking on the "See bid bond information" hyper link.
 2. Once Surety 2000 has been provided with this information they will provide you with a bid bond number, you will be asked to enter this number when you follow the Import Bid Bond link located at the bottom of the place offer screen. The number must be entered exactly or it will fail.
- **Other Agency approved Bid Bond companies**
 1. When going through another Bid Bond company first check with the agency to make sure the companies Bond would be accepted.
 2. Once you have been provided with a document from the third party bid bond company you will upload it using the "Upload Attachment Link"
 3. Make sure to include in your notes for buyer that you have uploaded your bid bond as a precaution that they are not missed.

Navigation Bar

Located at the top of the screen is a blue navigation bar which allows you to easily navigate the section of the BidSync website.

1. **Home:** This selection will take you to the screen you view when you first login to bidsync where you will be presented with the various BidSync Products such as Bid Opportunities and Spend Analytics and will provide you with a profile status/health bar which will walk you through making sure your account is fine tuned to receive the most relevant bidding opportunities available.
2. **My Account:** This selection will take you to your account setting where you can view your past messages, company profile and your accounts admin settings.

3. **Orders:** This section will allow you to search Orders and Contracts related to your account that are tied to agencies which use these features on BidSync, not all agency's use this section of the site.
4. **Agency List:** This section of the account provides you with a Map of the USA and when selecting a state will display the number of agencies in each state.
5. **Admin:** This section takes you through the administrative options and settings your BidSync account, for a detailed walkthrough of this section please view the Admin Walkthrough Webinar located on the BidSync Support Portal.
6. **Support:** This option will take you to the BidSync Support portal where you can view support articles, webinars, and submit questions to the BidSync support team.

Charges

There is no fee to register or use our site. All notifications of bid opportunities are also free to you. There are no fees whatsoever for bids relative to The City of Crystal Lake. However, to access the Links Plus bids listed on the BidSync Site or other BidSync products such as Spend Analytics listed on your home page would include charges. Once again, all bids listed by the City of Crystal Lake will be 100% free to access.

Labor and Material Payment Bond

Labor and Material Payment Bonds ensure that subcontractors and material suppliers are paid according to contract. These bonds are typically used in conjunction with performance bonds. The awarded contractor, within ten (10) days of the award of the contract by the City of Crystal Lake, will be required to submit to the City a Labor and Material Payment Bond, the value of the bond being equal to the total contract price. The bond must comply with the provisions found in the Illinois Revised Statutes. The cost of executing the bond, contract, and other documents required including all notarial fees and expenses are to be paid by the contractor to whom the contract is awarded. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

Maintenance Guarantee and Bond

Maintenance bonds are used when the City wants a warranty period beyond one year. The Vendor shall guarantee the work against defective workmanship or material for two years after the date of completion of the work and approval by the City unless otherwise mentioned in the specifications. If at any time during the two-year guarantee period the work is found to be defective, then the Contractor will promptly repair, replace, or otherwise fix (collectively "*repair*") the work and any work affected by the defect or the repair. If the Contractor fails to undertake or complete the repair promptly and properly, then the City may undertake the repair in any manner the City reasonable determines is best and charge the entire costs and expenses of the repair, including without limitation administrative costs and legal fees, to the Contractor. In that case, the City immediately draw on the bond to recover its costs and expenses.

The Contractor must submit to the City of Crystal Lake upon completion of the work and approval by the City, and prior to final payment, a surety bond or letter of credit in a form provided or approved by the City in the sum equal to five percent of the final approved Engineer's Pay Estimate. The Guarantee Bond or Guarantee Letter of Credit shall insure the guarantee, the Contractor's duty to repair defective work in the manner stated in this Section, and all costs incurred by the City if the City undertakes the repair. The Contractor is solely responsible for the cost of the Guarantee Bond or Guarantee Letter of Credit

Performance Bond

Performance bonds guarantee to the City that the vendor will perform its contractual obligations in accordance with the plans and specifications. The awarded contractor, within ten (10) days of the award of the contract by the City of Crystal Lake, will be required to submit to the City a Performance or Surety Bond, the value of the bond being equal to the total contract price, including any additional equipment and services hereto. The amount of the bond, the value of the bond being equal to the total contract price, among other conditions, shall be conditioned for the completion of the contract, for the payment of material used in the work and for all labor performed in the work, whether by subcontractor or otherwise. The bond must comply with the provisions found in the Illinois Revised Statutes. The cost of executing the bond, contract, and other documents required including all notarial fees and expenses are to be paid by the contractor to whom the contract is awarded. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency.

Letter of Credit - required content: Any letter of credit (herein after LC) submitted as performance security, as provided for in the Performance Security section of these Construction Supplemental Additional Conditions, must be established with the following required content.

The LC must be irrevocable, made in favor of the City of Crystal Lake (City), and for the account of the Bidder (Applicant). The aggregate amount of the LC must be at least 100% of the awarded contract amount. The bank issuing the LC must be acceptable to the City of Crystal Lake. The expiration date of the LC must extend at least one (1) year beyond the anticipated completion date of the project, and will be extended at the expense of the Bidder if need be. The LC must provide for partial drawings. Drawing(s) are to be made when the City of Crystal Lake presents a letter to the issuing bank, signed by the City Manager or the acting City Manager, referencing the LC number and stating the amount of funds to be drawn against the LC and also containing the following declaration: "I hereby certify that the applicant has not performed as required by the contract established between the applicant and the City of Crystal Lake." Payment(s) against the LC will be made by the issuing bank upon presentation of this letter.

Prevailing Wage

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.

Waiver of Lien: A Waiver of Lien and Contractor's Affidavit must be submitted by the Bidder, verifying that all subcontractors and material invoices have been paid prior to the City approving final payment.



**CITY OF CRYSTAL LAKE
GENERAL TERMS AND CONDITIONS
INVITATION TO BID (ITB) INSTRUCTIONS TO BIDDERS**

BY SUBMITTING A RESPONSE, THE BIDDER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES OF THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS BEFORE SUBMITTING BIDS, FAILURE TO DO SO WILL BE AT THE BIDDER'S OWN RISK AND HE CANNOT SECURE RELIEF ON THE PLEA OF ERROR.

DESCRIPTION OF THE CITY OF CRYSTAL LAKE

The City of Crystal Lake is a home rule community incorporated in 1914 under the laws of the State of Illinois. The City has a population of 40,743. The City of Crystal Lake operates under a Council-Manager form of government. The City Council consists of a Mayor and 6 council members. Additional information about the City of Crystal Lake is available on the City's website at www.crystallake.org. The City's fiscal year begins on May 1st.

DOCUMENT DISTRIBUTION

The City of Crystal Lake Procurement Services and its service provider BidSync are the only authorized sources of bid forms. Bid forms are available on the City's website (www.crystallake.org). Bid forms obtained from any other source may be an incomplete set of documents. Bidders using bid forms obtained from one of these sources are advised to visit the City's website and register to receive information through BidSync to obtain a complete set of bid documents and to enable receipt of necessary addenda.

CONTACT WITH CITY

Any attempt to directly contact and influence any City Council member or City advisory committee member associated with this solicitation after receipt of this request for bids, and prior to the final selection decision as evidenced by a fully mutually executed agreement with the final selected firm will be grounds for disqualification.

RECEIVING OF BIDS

Bids received prior to the time of opening will be securely kept, unopened. The Purchasing Officer, whose duty it is to open the bids, will decide when the specified time has arrived, and no-bid received thereafter will be considered. No responsibility will be attached to the Purchasing Officer, or his designee, or the City for the premature or non-opening of a bid not properly addressed and identified, except as otherwise provided by law.

ITB PROCESS

BID FORMS

Bids must be accompanied by a fully executed Affidavit of Compliance, provided in this package, and shall be submitted on the forms provided or in an identical format typed by the Bidder, properly signed in the appropriate places, and submitted in a sealed envelope to the Finance Department, or electronically through BidSync.

SUBMISSION OF BIDS

All Bids submitted must be received by Purchasing Administration before the time and date specified for receipt of the bid. Unless explicitly stated otherwise on this bid, the City does not have a preference between paper submittals to the Finance Department and electronic submittal through BidSync.

When mailing or hand delivering the bid forms, the envelope must be addressed as follows:

ATTN: PURCHASING ADMINISTRATION
Finance Department, City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, IL 60014

All Bids must be delivered to Purchasing Administration or electronically through BidSync prior to the bid opening date and time. Paper bids must be identified as such on the outside of the sealed envelope. Vendor's company name and address are to appear in the upper left corner. Bid information is to appear in the lower left corner and shall be marked in the following format:

"[ITB Title] (Year)"
Attn: Purchasing Administration, Finance Department"

The Purchasing Officer, or his designated agent, will decide when the specified time for receipt has arrived (as determined by the official clock in the Purchasing Division). Formal sealed bids, amendments thereto, or requests for withdrawal of bids after the time specified for the bid opening will not be considered.

ADDENDUM

Bidder shall acknowledge the receipt of any addendum interpreting the specifications on the bid form.

SAMPLES

Samples or drawings requested shall be delivered free of charge with the bid. Rejected samples shall be removed by the Bidder at his own expense after receipt of same. Accepted samples will be retained during the life of the contract.

NO RESPONSE

In the event you cannot submit a bid, please return the bid with an explanation as to why you are unable to propose and mark it "NO RESPONSE".

QUESTIONS

All questions concerning the ITB shall be submitted to the Purchasing Division through BidSync. Questions requiring a clarification or interpretation of the specifications shall be submitted to the Purchasing Division through BidSync in writing at least five working days prior to date of receipt so that the Purchasing Division can issue a written response to all bidders of record in the event of an addendum. Whenever the answer to a question is contained in the documents, the bidder shall be directed to the provision in the specifications which responds to the question.

ALTERNATE BIDS

The bid specifications may not state that an alternate bid is permissible, but each bidder is encouraged to do so.

ALTERNATE BIDS, SOLICITED

In soliciting alternate bids, the City is drawing upon the bidder's expertise and knowledge within the scope and/or context of the service sought.

BIDS BINDING FOR 120 DAYS

Unless otherwise specified in the specifications, all formal ITB submitted shall be binding for one hundred & twenty (120) calendar days following date of receipt.

AWARDING THE BID

CRITERIA FOR AWARDING AND RESERVATION OF RIGHTS

The contract will be awarded to the responsible, responsive bidder, or any other bidder determined by the City Council to be in the best interest of the City, who meets or exceeds the criteria, provisions sought by the requesting department. The City reserves the right to reject any or all bids or to waive any details in bids received whenever such rejection or waiver is in the best interests of the City. The City also reserves the right to reject the ITB of a bidder who has previously failed to satisfactorily perform, has not completed contracts on time, or whom, upon investigation shows is not in a position to perform the contract.

In determining responsibility, the following qualifications will be considered by the City.

- (a) The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
- (b) Whether the bidder can perform the contract or provide service promptly, or within the time specified, without delay or interference;
- (c) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- (d) The quality of performance of previous contracts or services;
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- (f) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- (g) The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
- (h) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- (i) bidder 's record of experience in this field of endeavor; and, the size and scope required in the bid's specifications;
- (j) Cost.

BIDDER INTERVIEW/PRESENTATION

The City reserves the right to request interviews/presentations from bidder s who submit bids determined capable of being selected for award. If required, interviews/presentations shall be given at Crystal Lake's municipal offices. Bidders submitting bids will be given fair and equal treatment with respect to the opportunity for discussion of revisions of bids. Discussions may be conducted with, and best and final offers obtained from, responsible bidders who submit bids which are determined to have the potential for being selected for award.

VIABILITY ASSESSMENT

The City, or any third party authorized by the City, may perform such security, probity and financial assessments as the City may determine are necessary in relation to any bidder/proposer, its employees, officers, partners, associates, subcontractors or related entities. Bidders/proposers may be required to provide access to records requested by the City or its third party representatives in order to facilitate the necessary

assessments. The purpose of the assessment is to evaluate the risk that, over the life of a proposed contract, a bidder/proposer may not be able to deliver the goods and/or services which are specified in the contract, and/or may not be able to fulfill guarantees or warranties provided for in the contract.

NOTICE OF AWARD

The City intends to accept in writing one of the bids, within one hundred & twenty (120) days from the date of receipt, or the time specified within the specifications, unless the awardee extends the time of acceptance to the City. Notice of Award will be mailed to all bidders of record within the time for acceptance specified in the Invitation to Bid.

EXECUTION OF CONTRACT

The individual, firm or corporation to whom or to which a contract has been awarded shall execute a contract and return it to the City within ten (10) days after receiving it in the mail from the City. The City intends to utilize a contract document similar to the attached sample contract. The submittal form, as submitted and signed by the company, shall constitute a final agreement and the bid specifications contained herein shall become part of the agreement. Any additional work to be performed, as mutually agreed upon by the City and the company, shall become a part of that agreement. Unless it is specifically stated otherwise, the contract will be awarded to, or placed with, and payment made to the person or company that signs the Bid/Request for Proposal. Failure to comply with any of the requirements of these specifications and contract, or failure to give satisfactory security in a sum equal to the full amount of the contract price, or failure to execute a contract within (10) days as specified, shall be a just cause for annulment of the award, or of the Contract if executed, and in the event of the annulment of the award or the Contract, it is understood by the Bidder/Proposer that the amount of guarantee deposited with the proposal shall become the property of the City and shall be retained not as a penalty, but as liquidated damages.

DRAWINGS AND DOCUMENTS

Any drawings and other documents required to be prepared by the bidder as part of their bids and/or made pursuant to any resulting contract for the Solicitation shall be the property of the City.

All documents, including without limitation, drawings, specifications, and computer software prepared pursuant to any resulting Agreement are instruments of service with respect to the Solicitation.\

Such documents are not intended or represented to be suitable for reuse by the City or others for expansions of the Solicitation or for any other project.

SUCCESSORS AND ASSIGNS

Any resulting agreement will require as follows:

The City and the Vendor each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the City nor the Vendor shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any office or agent of any public which may be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the City and the Vendor.

FORCE MAJEURE

Any resulting agreement will require as follows:

Neither the Vendor nor the City shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of God, war or insurrection, strikes or lockouts by the parties' own employees, walkouts by the parties' own employees, fires, natural calamities, riots or demands or requirements of governmental agencies.

AMENDMENTS AND MODIFICATIONS

Any resulting agreement will require as follows:

The nature and the scope of services specified in this Agreement may only be modified by written amendment to this Agreement approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the City and the authorized representative of the Vendor.

STANDARD OF CARE

Any resulting agreement will require as follows:

The Vendor shall perform all of the provisions of this Agreement to the satisfaction of the City. The City shall base its determination of the Vendor's fulfillment of the scope of work in accordance with accepted professional planning and/or engineering standards.

LAWS GOVERNING

Any resulting agreement will require as follows:

This contract shall be governed by the laws of the State of Illinois. Venue for any action related to this agreement shall be in the Circuit Court for the 22nd Judicial Circuit, McHenry County, Illinois.

RIGHT TO AUDIT CLAUSE

Any resulting agreement will require as follows:

RETENTION AND EXAMINATION OF INFORMATION, BOOKS AND RECORDS:

The Vendor shall cooperate with the City and provide the City, when requested, with access to data, information and documentation pertaining to the work. City requests for information may be based on requests from federal or state regulatory agencies, other governmental agencies, courts of law, Vendors hired by the City or other parties, which in the City's opinion, require the information.

Data, information and documentation will include, but not be limited to, original estimate files, change order estimate files and detailed worksheets; subcontract and supplier BIDS for both successful and unsuccessful bidders; all project related correspondence; sub-vendor and supplier change order files (including detailed documentation covering negotiated settlements); back-charge logs and supporting documentation; any records detailing cash, trade, or volume discounts earned; insurance proceeds, rebates, or dividends received; and any other supporting evidence necessary to substantiate charges related to the contract (both direct and indirect costs, including overhead allocations as they may apply to costs associated with the contract).

The Vendor will provide the City with copies of all requested records in a computer-readable format (if available) as well as hard copy.

The Vendor shall retain and preserve all information relating to the work for a period of at least four (4) years from the date of the completion of the work.

The City will have the right to audit any records necessary to permit evaluation and verification of Vendor compliance with contract requirements throughout the term of the contract and for a period of four years after final payment, or longer if required by law.

The City will have the right to interview any of the Vendor's current and former employees, as related to this contract, during the audit.

The Vendor will provide the City with adequate and appropriate workspace, with access to photocopy machines, during the audit.

The Vendor will include in its subcontracts a provision granting the City the right of audit provisions against sub-vendors as contained in this article.

ILLINOIS FREEDOM OF INFORMATION ACT:

Cooperation with disclosure under the Illinois Freedom of Information Act. The Illinois Freedom of Information Act (“FOIA” or “Act”) (5 ILCS 140/1, *et seq.*), provides that records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (5 working days with a possible 5 working day extension, or within such other time frame as agreed upon in writing by the requester). Upon notification from the City that it has received a FOIA request that calls for records within the Vendor’s control, the Vendor shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Vendor shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records or part thereof, are applicable.

Information that may be exempt from disclosure under FOIA. The underlying principle of FOIA is that public records should be available to the public. However, there are many exemptions under FOIA which permit specific information to be withheld from disclosure for certain reasons. (*See* 5 ILCS 140/7 and 7.5).

If the City receives a FOIA request which calls for production if any or all of the materials you have submitted in response to the City’s request for bid, the City will consider whether any of the exemptions are applicable. To assist us in that regard please review and comply with the following:

- a. **Trade Secret/Proprietary information/(7(1)(g)).** You may seek to have information submitted by it to the City withheld from disclosure to third parties *to the extent* that such information constitutes trade secrets or commercial or financial information that is proprietary, privileged or confidential, the disclosure of which would cause competitive harm to a person or business. Please clearly indicate, with specificity, any portions of your bid that you believe fall within this exemption.

Note: Please be careful to designate *only* those sections of your submittal that you believe, in good faith, fall within this exemption. If entire documents or submittals are designated as exempt, the City may determine that you have not complied with this direction and may not respect your claim for the exemption.

- b. **Security measures/7(1)(v)).** You should clearly designate, with specificity, any portions of its submittal which falls within the following exception:

Vulnerability assessments, security measures and response policies or plans that are designed to identify, prevent, or respond to potential attacks upon a community’s population or systems, facilities or installations, the destruction or contamination of which would constitute a clear and present danger to the health or safety of the community, but only to the extent that disclosure could reasonably be expected to jeopardize the effectiveness of the measures or the safety of the personnel who implement them or the public.

*Information exempt under this item may include, such things as details pertaining to the mobilization or deployment of personnel or equipment, to the operation of communications systems or protocols, or to tactical operations. (*Note: The examples provided above are *not* exclusive.

- c. **Maps/Locations/(7(1)(x)).** You should clearly designate, with specificity, any portions of its submittal which falls within the following:

Maps and other records regarding the location or security of generation, transmission, distribution, storage, gathering, or switching facilities owned by a utility, by a power generator, or by the Illinois Power Agency.

In light of this standard, please note with a **red P** in the upper right hand corner of only those pages containing information that you are seriously requesting to be considered as Confidential and Proprietary and a **red S** in the upper right hand corner of only those pages containing information that you are seriously requesting be considered to contain Security Related information, thereby meeting the applicable exemption criteria of the Illinois Freedom of Information Act (www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=85&ChapterID=2). You also must **highlight in yellow** the specific information you claim to be exempt on that page. The City will evaluate only appropriately marked pages and highlighted sections.

SUBMITTALS THAT ARE GLOBALLY MARKED CONFIDENTIAL WILL BE CONSIDERED SUBJECT TO FULL DISCLOSURE UNDER THE ILLINOIS FREEDOM OF INFORMATION ACT WITHOUT REDACTION.

IDENMNITY/HOLD HARMLESS

To the fullest extent permitted by law, the Vendor hereby agrees to defend, indemnify and hold harmless the City, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses (including attorney's fees), which may in anywise accrue against the City, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Vendor, its employees, or sub-vendors, or which may in anywise result therefore, except that arising out of the sole legal cause of the City, its agents or employees. The Vendor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City, its officials, agents and employees, in any such action, the Vendor shall, at its own expense, satisfy and discharge the same.

The Vendor expressly understands and agrees that any performance bond or letter of credit, or insurance policies required by this contract, or otherwise provided by the Vendor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City, its officials, agents and employees as herein provided.

The Vendor further agrees that to the extent that money is due the Vendor by virtue of this contract as shall be considered necessary in the judgment of the City, may be retained by the City to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the City.

REQUIRED INSURANCE

When submitting a bid or bid, and/or agreeing to provide products and/or services to the City, the Vendor shall certify that he/she has all insurance coverages required by law, outlined below, or would normally be expected for the type of business. The Vendor shall procure and maintain, for the duration of the contract or agreement with the City, insurance against claims for injuries to persons or damages to property, which may arise from, or in connection with the performance of the work by the Vendor, his agents, representatives, employees or sub-vendors.

In addition, the Vendor or Vendor shall provide coverage at least as broad as:

Insurance Services Office Commercial General Liability, with the City named as additional insured, on a form at least as broad as the endorsement ISO Additional Insured Endorsement CG 2010, CG 2026, or if requested by the City, CG2037 - Completed Operations.

Minimum Limits: The Vendor shall maintain limits no less than the following, \$1,000,000 combined single limit per occurrence for bodily injury and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

General Provisions:

1. The City, its officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of the Vendor's work, including activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, leased or used by the Vendor; or automobiles owned, leased, hired or borrowed by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, agents, employees and volunteers.
2. The Vendor's insurance coverage shall be primary as respects the City, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, agents, employees and volunteers shall be excess of Vendor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, agents, employees and volunteers.
4. The Vendor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Vendor shall be required to name the City, its officials, agents, employees and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the City.
6. All general liability coverages shall be provided on an occurrence policy form. Claims made general liability policies will not be accepted.

Insurance Services Office Business Auto Liability Coverage, form number CA 0001, Symbol 01 "Any Auto." **Minimum Limits:** The Vendor shall maintain limits no less than the following,

\$1,000,000 combined single limit per accident for bodily injury and property damage. (This insurance must include non-owned, hired, or rented vehicles, as well as owned vehicles)

Workers' Compensation and Employers' Liability. **Minimum Limits:** The Vendor shall maintain limits no less than the following, Workers Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident. **General Provisions:** The insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for losses arising from work performed for the City of Crystal Lake by the Vendor.

Applicable to All Coverages

The policies are to contain, or be endorsed to contain, the following provisions:

- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to, and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the member, its officials, agents, employees and volunteer; or the Vendor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
- The specifications may require higher limits or additional types of insurance coverages than shown above and the Vendor will be required to furnish a certificate of insurance, copy of additional insured endorsement or other proof of insurance coverages.

Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

Verification of Coverage

The Vendor or Vendor shall furnish the City with certificates of insurance naming the City, its officials, agents, employees and volunteers as additional insureds (Exhibit A), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City and are to be received and approved by the City before any work commences. The attached Additional Insured Endorsement (Exhibit B) shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit B), such as ISO Additional Insured Endorsements CG 2010 or CG 2026. The City reserves the right to request fully certified copies of the insurance policies and endorsements.

Sub-vendors

The Vendor shall include all sub-vendors as insureds under its policy or shall furnish separate certificates and endorsements for each sub-vendor. All coverages for sub-vendors shall be subject to all of the requirements stated herein.

Assumption of Liability

The Vendor assumes liability for all injury to or death of any person or persons including employees of the Vendor, any sub-vendor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the Vendor's agreement with the City.

Compliance with all Laws

The Vendor shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws (if applicable), the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations. Also including the following:

Equal Employment Opportunity - During the performance of the contract and/or supplying of materials, equipment and supplies, the Vendor must be in full compliance with all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal employment opportunity requirements.

Prevailing Wages - If applicable, all laborers, workers, and mechanics shall be paid no less than the current prevailing wages for the construction trades, as established by the Illinois Department of Labor and included in these provisions.

Substance Abuse Prevention - In accordance with Section 15 of the Substance Abuse Prevention on Public Works Projects Act 820 ILCS 265, before an employer commences work on a public works project, the employer shall have in place a written program which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees.

The Vendor or Vendor, if required by the City shall provide evidence of specific regulatory compliance

Safety/Loss Prevention Program

The City may request that the Vendor provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to approval to work with the City. Evidence of completed employee safety training shall be provided if requested by the City.

EXHIBIT A

(EXAMPLE)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) Completed	
PRODUCER Fully Completed			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
			INSURERS AFFORDING COVERAGE			NAIC #	
INSURED Fully Completed			INSURER A: Name of Insurance Company			Completed	
			INSURER B: Name of Insurance Company			Completed	
			INSURER C: Name of Insurance Company			Completed	
			INSURER D: Name of Insurance Company			Completed	
			INSURER E: Name of Insurance Company			Completed	
COVERAGES							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY CG001 COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR OWNERS & CONT PROT ((IF REQUIRED)) GEN'L AGGREGATE LIMIT APPLIER PER: POLICY PROJECT LOC	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea. Occur.)	\$ 50,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS-COMP/OP AGG	\$ 1,000,000
A		AUTOMOBILE LIABILITY CA001 ANY AUTO CA001 ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ea. Accident)	\$ 1,000,000
						BODILY INJURY (PER PERSON)	\$
						BODILY INJURY (PER ACCIDENT)	\$
						PROPERTY DAMAGE (PER ACCIDENT)	\$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY-BA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
B	X	EXCESS UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE	Policy	Policy Start Date	Policy End Date	EACH OCCURRENCE	\$ per request
						AGGREGATE	\$ per request

	RETENTION \$	Number				
C	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	WC STATUS- <input type="checkbox"/> OTHER	
					TORY LIMITS	
					E.L. EACH ACCIDENT	\$ 500,000
				E.L. DISEASE-EA EMPLOYEE	\$ 500,000	
					E.L. DIESEASE-POLICY LIMIT	\$ 500,000
	OTHER Professional Liability (If requested)	Policy Number	Policy Start Date	Policy End Date		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS List project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary and non-contributory.						
CERTIFICATE HOLDER			CANCELLATION			
Additional Insured: Member, its officials, employees, agents and volunteers.			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,			
			SIGNATURE OF AUTHORIZED AGENT			

ACORD 25 (2001/08)

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- 1. Natural person
- 2. Corporation
- 3. Land Trust/Trustee
- 4. Trust/Trustee
- 5. Partnership
- 6. Joint Venture

C. If applicant is an entity other than described in Section B, briefly state the nature and characteristics of the applicant below.

D. If in your answer to subsection B you have checked box 1, 2, 3, 4, 5, or 6 identify by name and address each person or entity who is a 5% shareholder in the case of a corporation, a beneficiary in the case of a trust or land trust, a joint venturer in the case of a joint venture, or who otherwise has a propriety interest, interest in profits and losses or right to control such entity:

NAME	ADDRESS	PERCENT OF INTEREST
1.		
2.		
3.		
4.		

IMPORTANT NOTE: In the event your answer to Section 1 identified entities other than a natural person, additional disclosures are required for each such entity.

BID RIGGING AND BID ROTATING

Section 2: That in connection with this procurement,

- A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price or that of any other bidder or to secure any advantage against the public awarding the contract or anyone interested in the proper contract;
- C. The bid is genuine and not collusive or sham;
- D. The prices or breakdowns thereof and any and all contents which had been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
- E. All statements contained in such bid are true;

- F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
- G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

Acknowledgement (Type Name)

Section 3. The undersigned further states that: (select **A or B and C**)

- A. He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to paragraphs A through G above; or
- B. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs A through G above and as their agent does hereby so certify; and
- C. That he has not participated, and will not participate, in any action contrary to paragraphs A through G above.

Section 4. The undersigned certifies that the bidder has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.

THE REQUIREMENTS OF THE ILLINOIS DRUG FREE WORKPLACE ACT

Section 5. The undersigned will publish a statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the aforementioned company's workplace;
- B. Specifying the actions that will be taken against employees for violations of this prohibition;
- C. Notifying the employees that, as a condition of their employment to do work under the contract with the City of Crystal Lake, the employees will:
1. Abide by the terms of the statement; and
 2. Notify the aforementioned company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such a conviction.
- D. Establishing a drug free awareness program to inform the aforementioned company's employees about:
1. The dangers of drug abuse in the workplace;
 2. The aforementioned company's policy of maintaining a drug free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug violations.
- E. Making it a requirement to give a copy of the statement required by Section 5. to each employee engaged in the performance of the contract with the City of Crystal Lake and to post the statement in a prominent place in the workplace;
- F. Notifying the City of Crystal Lake within ten (10) days after receiving notice under Section 5.C.2. from an employee or otherwise receiving actual notice of such a conviction;

- G. Imposing a sanction on, or requiring the satisfactory participation in drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6., below;
- H. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that an effectively trained counseling and referral team is in place;
- I. Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements.
- J. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.

Section 6. The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction of a violation of the criminal drug statute occurring in the aforementioned company's workplace he shall:

- A. Take appropriate personnel action against such employee up to and including termination; or
- B. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

TAX COMPLIANCE

Section 7. The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the City of Crystal Lake because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

Section 8. The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

EQUAL EMPLOYMENT OPPORTUNITY

Section 9. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section 10. In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section 11. For the purposes of subsection G of Section 10, "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.

Section 12. It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

Section 13. Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

THE AMERICANS WITH DISABILITIES ACT

Section 14. The Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130) (ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the ADA.

ILLINOIS PREVAILING WAGE

Section 15. The undersigned shall comply with the applicable requirements of the *Illinois Prevailing Wage Act, 820 ILCS sec. 130/0.01 et seq.* as amended for public works projects.

EMPLOYEE SAFETY AND HEALTH

Section 16. The undersigned shall comply with all applicable Laws and Regulations of any public having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the City.

- A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work; all work, materials and equipment to be incorporated therein, whether in storage on or off site; and other property at the site or adjacent thereto in the course of construction.

CITY OF CRYSTAL LAKE VENDOR INFORMATION SHEET

The information below is required to complete your bid packet.

Type or Print Only

Purchase Order Mailing Information:

Name:

Address 1:

Address 2:

Address 3:

City:

State:

Zip Code:

Phone:

Fax:

Project Contact:

*****E-Mail*****

Remittance Mailing Information:

Name:

Address 1:

Address 2:

Address 3:

City:

State:

Zip Code:

Phone:

Fax:

Fed Tax ID #:

Tax Type

Federal Tax

Social Security

List of Subcontractors

Select this box if no subcontractors will be used.

If subcontractors will be used, please complete the following. If awarded the contract, the selected vendor must notify the City of any changes to the subcontractors list.

1.	Subcontractor Name	Service Provided
	Address	Contact Person
2.	Subcontractor Name	Service Provided
	Address	Contact Person
3.	Subcontractor Name	Service Provided
	Address	Contact Person
4.	Subcontractor Name	Service Provided
	Address	Contact Person
5.	Subcontractor Name	Service Provided
	Address	Contact Person
6.	Subcontractor Name	Service Provided
	Address	Contact Person
7.	Subcontractor Name	Service Provided
	Address	Contact Person
8.	Subcontractor Name	Service Provided
	Address	Contact Person

REFERENCES

List below other organizations (users of similar size and structure to Crystal Lake preferred) for which these or other similar services have been provided:

Agency Name _____
 Address _____
 City, State, Zip Code _____
 Telephone Number _____
 Contact Person _____
 Email Address _____
 Dates of Service _____

Agency Name _____
 Address _____

City, State, Zip Code
Telephone Number
Contact Person
Email Address
Dates of Service

Agency Name
Address
City, State, Zip Code
Telephone Number
Contact Person
Email Address
Dates of Service

Agency Name
Address
City, State, Zip Code
Telephone Number
Contact Person
Email Address
Dates of Service

Agency Name
Address
City, State, Zip Code
Telephone Number
Contact Person
Email Address
Dates of Service

Question and Answers for Bid #2203-003 - McHenry County Partnering Initiative 2022 Crack Sealing Program Joint Bid

Overall Bid Questions

There are no questions associated with this bid.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Patriot Pavement Maintenance
825 Seegers Road
Des Plaines, IL 60016

OWNER:

(Name, legal status and address)

City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, IL 60014

SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company
100 William Street, 5th Floor
New York, NY 10038
Mailing Address for Notices
1411 Opus Place Suite 450
Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

McHenry County Partnering Initiative - 2022 Crack Sealing Program Joint Bid

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of April, 2022



(Witness)



(Witness)

Patriot Pavement Maintenance

(Principal)

(Seal)

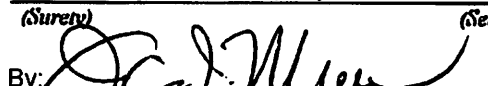
By: 

(Title)

Hudson Insurance Company

(Surety)

(Seal)

By: 

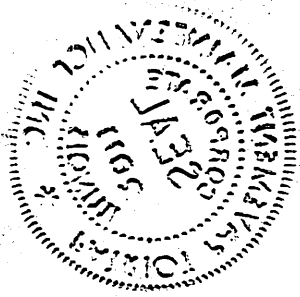
(Title) James I. Moore Attorney-in-Fact



STATE OF TEXAS

County of _____

Know all men by these presents, that _____ of the County of _____ State of Texas, for and in consideration of the sum of _____ Dollars, to _____ in hand paid by _____ the receipt of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said _____ of the County of _____ State of Texas, all that certain _____



State of Illinois

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Sherry Bacskai Notary Public of DuPage County, in the State of Illinois,

do hereby certify that James I. Moore Attorney-in-Fact, of the Hudson Insurance

Company who is personally known to me to be the same person whose

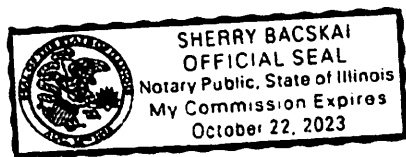
name is subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the

Hudson Insurance Company

for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in
said County, this 6th day of April, 2022.



Sherry Bacskai
Notary Public Sherry Bacskai
My Commission expires: October 22, 2023



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

James I. Moore
of the State of IL

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (\$25,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 23rd day of August, 20 21 at New York, New York.



Attest: [Signature]
Dina Daskalakis
Corporate Secretary

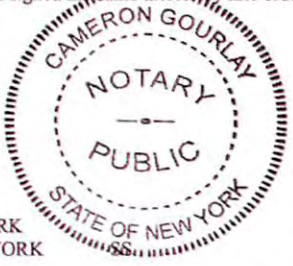
HUDSON INSURANCE COMPANY

By: [Signature]
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 23rd day of August, 20 21 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name hereon by like order.

(Notarial Seal)



[Signature]
CAMERON GOURLAY
Notary Public, State of New York
No. 01GO6372305
Qualified in New York County
Commission Expires June 4, 2022

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 6th day of April, 2022.



By: [Signature]
Dina Daskalakis, Corporate Secretary

VILLAGE OF GILBERTS

RESOLUTION 20-2022

A RESOLUTION AUTHORIZING THE APPROVAL OF AN AGREEMENT WITH PATRIOT PAVING FOR THE 2022 CRACK FILLING AND PARKING LOT SEAL COATING AND STRIPING PROGRAM IN AN AMOUNT NOT TO EXCEED \$39,625

WHEREAS, the Village of Gilberts (“Village”) intends to continue a roadway crack sealing program as part of street maintenance operations; and

WHEREAS, the Village’s parking lots are in need of seal-coating and striping to keep them well maintained; and

WHEREAS, funds were included in the FY2023 budget for a crack sealing program and a seal coating and striping program in the amounts of \$16,000 and \$25,000 respectively; and

WHEREAS, the Village participated in the McHenry County Joint Purchasing Cooperative for the crack sealing portion of the agreement, which was let and awarded to Patriot Paving.

THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, ILLINOIS, as follows:

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

Section 2. Approval; Authorization. The Village Board of Trustees hereby authorizes the Village Administrator to execute an agreement and other necessary documents with Patriot Paving for the 2020 Crack Sealing Program in amount not to exceed \$39,625.

Section 3. Waiver of Competitive Bidding. To the extent any competitive bidding requirements apply to the portions of the work to be performed by Patriot Paving that were not included in the contract awarded through the McHenry County Joint Purchasing Cooperative, such competitive bidding requirements are hereby waived pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1).

Section 4. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this ____ day of _____ 2022.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Dave LeClercq	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Lou Hacker	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2022

Village President, Guy Zambetti

(SEAL)

ATTEST: _____
Courtney Baker, Village Clerk



Village of Gilberts
Village Hall
87 Galligan Road, Gilberts, Illinois 60136
Ph. 847-428-2861 Fax: 847-428-2955
www.villageofgilberts.com

To: President Zambetti & Board of Trustees
From: Brian Bourdeau, Village Administrator
Aaron Grosskopf, Public Works Director
Date: May 3, 2022
Re: Item 4.M: Approval of Resolution 21-2022: Authorizing the Approval of the Purchase of a FSM Perforated Filter Screen and Screenings Wash Press from Saveco North American, Inc. in an Amount Not to Exceed \$249,280

Background:

The Wastewater Treatment process starts with the screening of materials through an auger system that is designed to pull rags and large items out of the influent waste coming into the plant. This is a vital process to the treatment plant, if rags and other debris proceed into our treatment system it can cause equipment issues throughout the treatment process, hindering the plants' ability to perform optimally.

With a better screening process in place at the Wastewater Plant headwaters, less rags and debris will make it into our treatment process, which will free up room in our aeration tanks, digesters and clarifiers. This will allow the Village to operate more efficiently throughout the entire process. This work is being requested in addition to other raw building improvements which include replacing the heaters and wiring.

It should be noted that part of the funding of this project will be utilizing ARPA funding in the amount of \$200,000.00. The remainder of the program will be provided by the water fund.

Summary:

Equipment Purchase:

Village Staff are recommending the purchase of a FSM Perforated Filter Screen and a FSM Screenings Wash Press. The total equipment cost for this project will be \$249,280.00 and will be a purchase from a sole source vendor.

This new equipment and wash press are almost completely self-contained, requiring very little maintenance on the Village's part to keep the equipment in good working condition.

The second part of the purchase is the FSM Screening Wash Press, this part of the process takes the items collected by main filter screen to wash and dewater, so the material can be collected and sent to the landfill safely.



May 3, 2022 Village Board Meeting

Purchase of New Wastewater Screening Equipment from SAVECO North America, INC. and
Authorization to Award Wastewater Screening Installation to DMI Inc 2

Installation:

Village Staff, due to the estimated cost of the installation, proceeded with a process to solicit sealed bids from vendors for the installation of the mechanical bar screen and wash press. The Village received two bids on the project from DMI Inc, and JJ Henderson & Son. Below is a table of the installation costs including mobilization, equipment, and labor.

DMI Inc	JJ Henderson & Son
124,888.00	175,000.00

Details on the installation methods, along with the total scope of the work will be in the attached bid documents. While the project is not expected to inhibit our wastewater influent process, the Village will have to perform some bypassing while the project is being completed. We do not expect any negative effects on the wastewater plant during this process.

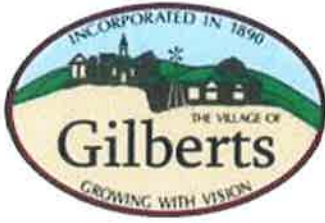
With equipment purchase and installation the total project cost is estimated to be **\$374,168.00**.

Conclusion:

Village Staff recommends the Village Board of Trustees authorizes funds from account Capital Equipment (20-20-5480) for the purchase and installation of new wastewater screening equipment to SAVECO and DMI Inc in a not-to-exceed amount of \$374,168.00.

Attachments:

- A. DMI Bid Submittal
- B. JJ Henderson & Son Bid Submittal
- C. Bid Tabulation
- D. SAVECO Proposal



Request for Pricing

Installation of New Wastewater Screening
Equipment in Influent Building of Village of
Gilberts Wastewater Treatment Facility

VOG: 22-04

By Order Of:

Village of Gilberts

Public Works

Department

Date: April 19, 2022

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- I. Legal Notice to Bidders
- II. Instructions to Bidders
- III. Project Specifications
- IV. Bid Certifications
- V. References
- VI. Subcontractors
- VII. Equipment List
- VIII. Bid Sheet
- IX. Appendix

**LEGAL NOTICE
REQUEST FOR PROPOSALS**

VOG: 22-04

Sealed proposals for Installation of New Wastewater Screening Equipment in Influent Building of Village of Gilberts Wastewater Treatment Facility, will be received at the address listed below until April, 28, 2022 9:00 A.M. Proposals will be publicly opened and read aloud on April 28, 2022 9:01 A.M. Proposals not physically received by the Village by April, 28 2022 9:00 A.M. will be returned, unopened to the firm. Emailed or faxed proposals will not be accepted. All proposals should be addressed to:

**VILLAGE OF GILBERTS
VOG: 22-04
87 INDUSTRIAL DRIVE
GILBERTS, IL 60136**

Bid packets will be available for pickup at 73 Industrial Drive Gilberts, IL 60136. They will also be available upon request via email to agrosskopf@villageofgilberts.com

This bid is subject to the prevailing wage act. For further information or clarification please visit the Illinois Department of Labor's website.

If required each bid must be accompanied by a Bid Guarantee in the form of a Bid Bond from a company with an A-1 best rating, or a cashier's check in the amount of ten percent (10%) of the total amount of the proposal and made payable to the Village of Gilberts 87 Galligan Road Gilberts, IL 60136. No bid shall be withdrawn for a period of thirty (30) days after the bid opening date without the consent of the Village.

The Village reserves the right to reject any or all proposals and to waive any informality in bidding.

Award of the Contract: The Village of Gilberts, Village Administrator will make the final award of the proposal. The successful bidder and the Village will execute a contract mutually agreeable to both parties within 14 days from the award of bid.

Instructions to Bidders

A. Receipt of Bid:

- a. Bids shall be received by April 28, 2022, 9:00 AM.

B. Basis of Bid:

- a. Sealed proposals will be received until the above date and time.

C. Participating Agencies:

- a. The Village of Gilberts 83 Galligan Road Gilberts, IL 60136

D. Bid Description:

- a. Sealed proposals for Installation of New Wastewater Screening Equipment in Influent Building of Village of Gilberts Wastewater Treatment Facility

E. Preparation and Submission of Bids:

- a. Bids are to be submitted by 10:00 A.M. April 27, 2022 at the Village of Gilberts office located at 87 Galligan Road Gilberts, IL 60136. Bid Opening to take place at 9:01 A.M. at the location noted above.
- b. Each bid shall be submitted on the exact forms furnished by the Village of Gilberts. All blank spaces for bid prices, unit costs and alternates must be filled out in either black or blue ink. In any discrepancy in the amount bid, the prices written out in words shall supersede the figures written.
- c. Each bidder must complete, execute and submit with its bid a certification that contractor is not barred from public contracting due to bid-rigging or bid rotating convictions on the form included with the bidding documents.
- d. Each bidder must submit a complete bid package. If an incomplete package is submitted the Village of Gilberts reserves the right to dismiss the bid submittal.
- e. The bid shall be submitted in an opaque sealed envelope on or before the stated time and shall bear the name of the individual(s), firm or corporation submitting the bid.
- f. Bidders may attach separate sheets to the bid for the purpose of explanation, exception, alternate items or to cover unit prices if needed.
- g. Bidders may withdraw their bid either personally or by written request at any time before the bid opening and may resubmit it. No bid may be withdrawn or modified after the bid opening except where the award of contract has been delayed for a period of ninety (90) or more days.
- h. In submitting the bid, the bidder further declares that the only person or party interested in the proposal as principals are those names herein; and that the bid is made without collusion with any other person, firm or corporation.
- i. The bidder further declares that they have carefully examined this entire bid package and they familiarized themselves with all of the local conditions affecting the contract and detailed requirements of this work and understand that in making the bid they waive all

rights to plead a misunderstanding regarding the same.

- j. The bidder further understands and agrees that if their bid is accepted, they are to furnish and provide all necessary machinery, tools, and apparatus. And other means 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 (Village), in the manner and the time therein prescribed, and in accordance with the requirements therein set forth.
- k. The bidder further agrees that if the Village decides to extend or shorten the work or otherwise alter it by extras or deductions, including elimination of one or more of the items, as provided in the specifications, they will perform the work as altered, increased or decreased.
- l. The bidder agrees that the Village of Gilberts representative may at any time, during the progress of the work covered by this contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the bid or contract as a specific item covered by a lump sum price, and which are not included under the bid price for other items in the contract, shall be performed as extra work.
- m. The bidder agrees to complete all work no later than the "Time of Completion" stated in their bid after receipt of the "Notice to Proceed" unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor as will insure its completion within the time limit specifies within the bid, it being understood and agree that completion within the time limit is an essential part of the contract.
- n. By submitting a bid, the bidder understands and agrees that if their bid is accepted and they fail to enter a contract forthwith, they shall be liable to the Village for any damages the Village may suffer as a result of this failing.

F. Substitutions:

- a. Any substitutions/alterations to the project specifications should be expressly stated in the appendix for substitutions/alterations. The Village reserves the right to reject any bid based on substitutions/alterations to original project specifications.

G. Conditions:

- a. The Village of Gilberts is exempt from Federal excise tax and the Illinois Retailers Occupation tax. This bid cannot include any amounts of money for these taxes.
- b. To be valid, the bids shall be itemized so that selection for purchase may be made, there being included in the price of each unit the cost of delivery (FOB Destination).
- c. The Village of Gilberts shall reserve the right to add or to deduct from the base bid and/or alternate bid any item at the prices indicated in the itemization of the bid.
- d. All bids shall be good for ninety (90) days from the date of bid opening.

H. Basis of Award:

- a. The Village reserves the right to reject any or all bids and to waive any informality or technical error and to accept any bid deemed most favorable to the interest of the Village of Gilberts. In addition to price, the Village will also consider the following qualifications/conditions:
 - i. Ability, capacity and skill to fulfill the contact as specified.

- ii. Ability to supply the commodities, provide the services or complete the construction promptly or within the time specified without delay or interference.
- iii. Character, integrity, reputation, judgement, experience and efficiency.
- iv. Quality of performance with previous contracts.
- v. Previous and existing compliance with laws and ordinances relating to the contract
- vi. Sufficiency of financial resources.
- vii. Quality, availability and adaptability of the commodities, services or construction, in relation to the Village's requirements.
- viii. Ability to provide future maintenance and service under the contract.
- ix. Number and scope of conditions attached to the bid/proposal.
- x. Record of payments for taxes, licenses or other monies due to the Village.

I. Insurance Requirements:

- a. The Contractor will be required to meet the Village of Gilberts insurance requirements. Unless otherwise specified the Contractor shall, before commencing, satisfactory to the
 - 1. Village of Gilberts an additionally named insured in the following minimum amounts with specific coverage which includes underground, explosion, and collapse.
- b. Workmen's Compensation Insurance:
 - i. All Liability imposed by Workmen's Compensation statute
 - 1. Employer's Liability Insurance \$1,000,000
 - 2. Contractual Liability Insurance \$1,000,000
 - 3. Completed Operations Insurance \$ 500,000
- c. Owned, Hired, and Non-Ownership Vehicle, Bodily Injury and Property Damage to the following Limits:
 - i. Commercial General Liability \$2,000,000 (each occurrence)
 - ii. Bodily Injury \$2,000,000 (each person) \$2,000,000 (each accident)
 - iii. Property Damage \$2,000,000 (each accident)
 - iv. Automobile Liability \$1,000,000 combined single limit (each accident)
 - v. Umbrella Liability \$3,000,000 (each occurrence) \$3,000,000 (aggregate)

J. Guarantee:

- i. The Contractor will also forward copies of all applicable manufactures warranties for all equipment/commodities supplied by the contractor as part of the contract.

K. Payment:

- i. The Contractor will be responsible for following the payment procedures for

each specific government entity.

L. Indemnification:

- i. The contractor shall protect, indemnify, save, defend and hold forever harmless the Village and/or its officers, officials, employees, volunteers and agents from and against all liabilities, claims, damages, penalties, causes of action, costs and expenses including without limitation court costs, insurance, deductibles, and attorney's fees and expenses, which the Village and its officers, officials, employees, volunteers and agents may incur, suffer, sustain or for which the Village and its officers, officials, employees, volunteers, and agents may become obligated by reason for any accident injury to or death of persons or loss of or damage to property, or civil and/or constitutional infringement of rights (specifically including violations of the Federal Civil Rights Statute), arising indirectly or directly in connection with or under, or as a result of, this or any agreement by virtue of any act or omission of any of the contractor's officers, employees, volunteers, subcontractor and/or agents provided that the contractor shall not be liable for claims, obligations, damages, penalties, causes of action, costs and expenses arising solely by any act or omission of the Village's officers, officials, employees, volunteers or agents.

M. Safety:

- i. The contractor and any subcontractors shall comply with all provisions of the Federal Occupational Safety and Health Act of 1970 (84 Stat. 1590) as amended. Contractors and any subcontractors shall be required to follow the MUTCD regarding any signage requirements and are responsible for knowing such requirements for the specific project. The contractor and any subcontractor are also required to follow any OSHA or Illinois Department of Labor law postings or requirements.

N. Execution of Documents:

- a. The contractor in signing the bid documents on the whole or on any portion of the work shall conform to the following requirements:
 - i. A bid signed by an individual other than the individual represented in the bid documents shall have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.
 - ii. A bid signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the bid a power of attorney evidencing authority to sign the bid, executed by the partners.
 - iii. A bid signed for a corporation, shall have the correct corporate name thereof and signature of the president or other authorized officer of the corporations manually written below the corporate name.
 - iv. If such bid is manually signed by an official other than the president of the corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the bid should be attached to it, such bid shall also bear the attesting signature of the secretary of the corporation and the

impression of the corporate seal. The contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.

Project Specifications and Scope

- ❖ *Project Scope-* Installation of the following equipment at the Wastewater Treatment Plant inside of Influent Building
 - FSM Perforated Filter Screen Model FRSIII 400 X 75/6
 - FSM Screening Wash Press Model 200-700
- ❖ Additional specifications for above equipment can be provided per contractor request.
- ❖ *Scope of Work to Be Completed:*
 - Receive, unload and install pieces of equipment stated above, acquired by the Village through a separate party.
 - Dewater and clean influent channel as necessary
 - Remove existing screen and discharge chute, and related electrical equipment as needed.
 - Minor structural removal/modifications (concrete work, channel baffle work, grout patching) should be completed to allow for clean install of new equipment.
 - Extension of existing potable water system, from the control building, providing equipment for the operation as needed. RPZ to be provided by contractor.
 - Allow new hardware and anchors to be stainless steel
 - Rework of existing handrail to allow installation.
 - All electrical disconnects, and installation of new control panel and new conduit, wiring, should be included by contractor. All materials provided should be suitable for class 1 division 1 hazardous location.
 - Construction debris should be placed in appropriate containers.
- ❖ *Exclusions:*
 - Water Meter for potable water extension will be provided by Village of Gilberts.
 - Village of Gilberts will isolate influent channel for installation.
 - Village of Gilberts will provide dumpsters/containers for debris.
 - All painting, HVAC modifications/improvement/integrations, support trades not included in the above scope of work.
- ❖ **Contractor is responsible for evaluating influent building and requiring any additional information that may be needed to produce and accurate estimate for installation cost.**

SCOPE OF WORK AND SPECIFICATIONS AGREEMENT FORM

Dahme Mechanical Industries, Inc.

Printed Name of Contractor

610 S. Arthur Ave.

Address

April 28, 2022

Arlington Heights, IL 60005

City State Zip Code



Signature of Authorized Representative

Treasurer

Title

April 28, 2022

Date

DRUG FREE WORKPLACE CERTIFICATION

In compliance with State of Illinois Compiled Statutes, Chapter 30-580, The Contractor certifies and agrees that it will provide a drug free workplace by:

Publishing a Statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace.
- B. Specifying the actions that will be taken against employees for violations of such prohibition.
- C. Notifying the employee that, as a condition of employment on such Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- D. Establishing a Drug Free Awareness Program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy for maintaining a drug free workplace;
 3. Available counseling, rehabilitation, or assistance programs; and
 4. Penalties imposed for drug violations.
- E. Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the Contract and to post the Statement in a prominent place in the workplace.
- F. Notifying the contracting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- G. Imposing a sanction on, or requiring the satisfactory participation in a Drug Abuse Assistance or Rehabilitation Program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- H. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- I. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

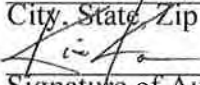
The undersigned affirms, under penalties of perjury, that he/she is authorized to execute this certification on behalf of the designated organization.

Dahme Mechanical Industries, Inc.

Printed Name of Contractor
610 S. Arthur Ave.

Address
Arlington Heights, IL 60005

City, State, Zip


Signature of Authorized Representative
Treasurer

Title

April 28, 2022

Date

NON-COLLUSION CERTIFICATE

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38 of the Illinois Revised Statutes concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts.

Dahme Mechanical Industries, Inc.

Printed Name of Contractor

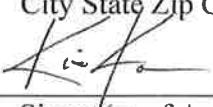
610 S. Arthur Ave.

Address

April 28, 2022

Arlington Heights, IL 60005

City State Zip Code



Signature of Authorized Representative

Treasurer

Title

April 28, 2022

Date

State and Federal Equal Opportunity Employer Certificate

The Undersigned Bidder agrees to comply with all State and Federal Opportunity Employer Laws

Dahme Mechanical Industries, Inc.

Printed Name of Contractor

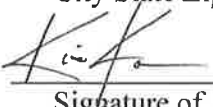
610 S. Arthur Ave.

Address

April 28, 2022

Arlington Heights, IL 60005

City State Zip Code



Signature of Authorized Representative

Treasurer

Title

April 28, 2022

Date

Professional References

Name:	City of Joliet
Address:	1021 McKinley Ave., Joliet IL 60436
Phone:	815-405-3666
Contact:	Nick Gornick, Utilities Superintendent

Name:	City of Elgin - Department of Water
Address:	150 Dexter Ct., Elgin IL 60120
Phone:	224-760-0151
Contact:	Nora Bertam, P.E.

Name:	Fox Metro WRD
Address:	682 State Rt. 31, Oswego, IL 60543
Phone:	630-327-8934
Contact:	Chris Morphey, Maintenance Superintendent

Subcontractor List

Name:	Okeh Electric Company
Address:	824 University Dr., Arlington Heights IL 60004
Phone:	847-577-7744
Contact:	Matt Bonner

Name:	
Address:	
Phone:	
Contact:	

Name:	
Address:	
Phone:	
Contact:	

Bid Sheet

Village of Gilberts
 OTB 22-04
 Installation of Mechanical Bar Screen System at Village of Gilberts Wastewater Treatment Plant.

Influent Building Bar Screen Installation.	Mobilization	Total Material	Total Labor	Total Price
	\$6,000.00	58,888.00	\$60,000.00	\$124,888.00

Kris Komorn

Printed Name

Signed 

Treasurer

Title

Dahme Mechanical Industries, Inc.

Company

April 28, 2022

Date

Alterations/Substitutions

deduct (\$25,000.00) if the Village elects to perform all excavation and restoration

activities between the garage and Influent Building; this deduct would include the costs

for any utility repairs necessitated by earthwork activities. DMI would be solely respon-

sible for the placement of the new water piping between the buildings.

Project:

Gilberts, IL

Equipment:

FSM Perforated Filter Screen Model FRSIII 400 x 75/6

FSM Screenings Wash Press Model SPW 200-700

Represented By:

Drydon Equipment, Inc.

George Argiris - Mitch Hameister

Phone: 630-814-9150 - 847-204-7406

Email: gargiris@drydon.com

Regional Sales Manager:

SAVECO North America, Inc.

Formerly Enviro-Care

Matt Bodwell

Phone: 224-302-0326

Email: mbodwell@savecowaterna.com

Project No.: WEC218377

April 26, 2022



SAVECO® North America, Inc.
Formerly Enviro-Care®
1570 St. Paul Ave.
Gurnee, IL 60031
P: 815.636.8306 • F:847.672.7968
www.enviro-care.com • ecsales@enviro-care.com

ITEM: "A" - One (1) FSM Perforated Filter Screen
Model FRSIII 400 x 75/6



BASIS OF DESIGN (EACH)

Application:	Municipal Wastewater
Peak Flow:	2.5 MGD
Screen Perforated Opening:	6 mm
Angle of Screen:	75 degrees from horizontal
Channel Width:	36 inches
Channel Depth:	4.5 feet
Downstream Water Level:	12.0 inches @ Peak flow
Headloss:	11.3 inches @ Peak flow with 0% blinding 15.3 inches @ Peak flow with 30% blinding
Discharge Height:	~3.9 feet (above top of channel)
Wash Water:	10 gpm at 40 – 60 psi
SCR (Screenings Capture Ratio):	85%

PERFORATED PANEL TRAVELING BELT SCREEN (EACH)

- Fully automatic self-cleaning FSM screen complete with all appurtenances – 304 stainless steel.
- Main frame constructed from type 304 stainless steel.
- Pivoting flanged baseplate for mounting screen assembly to top of channel and to allow screen to pivot out of channel, from type 304 stainless steel.
- Flanged baseplate for mounting screen assembly to top of channel – 304 stainless steel.
- Screen support rails from UHMW-PE provided front and back on each side of frame.
- Replaceable UHMW-PE seals mounted to each side of frame.

- Replaceable bottom seals – Buna-N rubber and triple layer polyester brush with 304 stainless steel adjustable holder.
- Perforated filter screen elements with 6 mm perforations from 3 mm thick (12 gauge) type 304 stainless steel, bolted to drive chain with 304 stainless steel bolt ny-lock nuts and washers.
- Screen drive chain from 304 stainless steel with specially hardened bushings, and pins from stainless steel.
- Stainless steel chain and screen elements driven by two (2) drive shaft mounted stainless steel sprockets with minimum thickness of 0.75 inches.
- Lower rotating guide sprockets from type 304 stainless steel, wear areas hardened, with life seal bushings, and a stub shaft from type 316 stainless steel.
- Drive tensioners – 304 stainless steel.
- Drive system to include 1.0 HP 1760 rpm TEFC-XP (Class I, Division 1, Group D) gearedrive motor suitable for 460/3/60 electrical supply.
- Nylon screen cleaning brush, automatic self-adjusting, with stainless steel drive shaft and 2.0 HP 1760 rpm TEFC-XP (Class I, Division 1, Group D) geared motor suitable for 460/3/60 electrical.
- Rotary Deflector from type 304 stainless steel on back side of screen auxiliary driven by screen drive.
- Internal spray system to clean internal surfaces of screen panel from stainless steel with PVDF nozzles, complete with manual ball valve and solenoid valve.
- Removable 304 stainless steel odor control enclosures/covers.
- Screenings discharge chute with hinged hood – 304 stainless steel.
- Channel baffle to narrow channel from 36 inches to 24 inches, from type 304 stainless steel.
- Anchor bolts – 304 stainless steel.
- Fasteners – 304 stainless steel.
- Shop surface preparation, stainless steel full dip passivation.

CONTROL PANEL AND INSTRUMENTATION (EACH)

- One (1) NEMA 4X type 304 stainless steel wall mount main control panel suitable for 480/3/60 electrical supply. Control panel shall contain the following control devices for operation of the filter screen.
 1. Main disconnect with through door interlock handle.
 2. Control transformer 480/120.
 3. Branch circuit protection.
 4. Screen and brush motor starters (IEC) with overloads.
 5. Load monitor for screen motor overtorque/overload protection.
 6. Emergency stop pushbutton.
 7. HOA switch for each motor.
 8. Open-Close-Auto switch for screen wash water solenoid valve.
 9. Hour meter for each motor.
 10. Run indicating lights.

11. Alarm lights indicating overcurrent and starter overload.
12. Alarm reset pushbutton.
13. Programmable control relay for screen control logic functions.
14. Run and alarm auxiliary contacts.
15. Barrier relay for safety microswitch.
16. UL Label.

- One (1) NEMA 7 Emergency Stop pushbutton station.
- One (1) safety microswitch suitable for area classification, mounted to the hinged hood.
- One (1) NEMA 7 120 VAC, brass body wash water solenoid valve.
- One (1) Ultrasonic Differential Level Controller: A 120V differential level controller shall be provided in a windowed NEMA 4X polycarbonate enclosure suitable for wall mounting, to receive and interpret a 4-20mA scaled signal from an upstream and downstream transducer. The controller shall have 6 internal relays and provide an LCD display.
- Two (2) ultrasonic level transducers shall be provided with type 304 stainless steel mounting brackets and expansion anchors. Each sensor shall have an ETFE housing with an integral sensor to provide compensation for acoustic variations due to temperature. Each sensor shall have a range of 1-33 ft and be supplied with a 33 ft integral cable. Sensor shall be suitable for installation in a Class 1, Division I, Group D area.

SPARE PARTS (TOTAL)

- None.

FIELD SERVICE (TOTAL)

- Site service of one (1) trip for a total of two (2) days for installation inspection, startup and operator training.

CLARIFICATIONS/COMMENTS

- None.

OPTIONAL ITEMS

- None.

NOTE: ANY ITEM NOT LISTED ABOVE TO BE FURNISHED BY OTHERS

EXCLUSIONS

Taxes, electrical wiring, conduit or electrical equipment, piping, valves, or fittings, shimming material, lubricating oil or grease, shop or field painting, field welding, erection, hoist or lifting apparatus, detail shop fabrication drawings, performance testing, unloading, storage, concrete work, civil design, grating, platforms, stairs, hand railing, dumpster (except as specifically noted).

This proposal section has been reviewed for accuracy and is approved for issue:

By: Beth Emmelot Date: April 26, 2022

ITEM: "B" - One (1) FSM Screenings Wash Press Model SPW 200-700



BASIS OF DESIGN (EACH)

Application:	Municipal Headworks
Screenings Capacity:	70 ft ³ /hr
Inlet Opening:	700 mm (27.6 inches)
Screw Diameter:	200 mm (7.87 inches)
Discharged Material Dry Solids:	>35%
Volume Reduction:	60 – 85%
Weight Reduction:	60 – 85%
Fecal Reduction:	90% (<20 mg/g BOD ₅)
Wash Water:	11 gpm @ 20-40 psi

SCREENINGS WASH PRESS (EACH)

- Screenings wash press from type 304 stainless steel.
- Inlet hopper and spray header – 304 stainless steel.
- Screw auger with torque tube and nylon brushes fitted to screw flights to clean drainage trough perforations – shaft from high tensile steel with flights from Hardox 400.
- Axial thrust bearing with stainless steel body.
- Wear bars from Hardox® 400.
- 6 mm perforated curved drainage section from type 304 stainless steel.
- Drainage collection pan with 6 inch diameter outlet connection and 1 inch NPT flush water connection from type 304 stainless steel.
- Wash water piping from type 304 stainless steel.
- Inlet and outlet flanges from type 304 stainless steel.
- Discharge piping with 45 degree elbows from type 304 stainless steel. Piping will be extended to discharge at Elevation 897.00.
- Discharge piping to have a manually controlled back pressure device from type 304 stainless steel with integral access box and bolted hatch.

- Wash press electric drive motor 3.0 HP TEFC-XP (Class I, Division 1, Group D) 1760 rpm suitable for 460/3/60 supply with gear reducer mounted directly onto auger drive shaft.
- Support legs, stand and frame from type 304 stainless steel.
- Anchor bolts from type 304 stainless steel.
- Fasteners from type 304 stainless steel.
- Shop surface preparation, stainless steel full dip passivation and painting as required.

CONTINUOUS BAGGER ASSEMBLY (EACH)

- Continuous Bagger Assembly to collect dewatered screenings at discharge, including a 304 stainless steel transition piece and refillable bag cassette.

CONTROL PANEL AND INSTRUMENTATION (EACH)

- The following control devices will be added to the screen control panel for operation of the screenings wash press.
 1. Branch circuit protection.
 2. Wash press motor starter (IEC), reversing with overloads.
 3. Load monitor for wash press motor overtorque/overload protection.
 4. HOA switch for motor.
 5. Open-Close-Auto switch for wash press wash water solenoid valve.
 6. Hour meter for each motor.
 7. Run indicating lights.
 8. Alarm lights indicating overcurrent and starter overload.
 9. Run and alarm auxiliary contacts.
- One (1) NEMA 7 brass body wash water solenoid valve.

SPARE PARTS (TOTAL)

- None.

FIELD SERVICE (TOTAL)

- Provided with screen start-up services.

CLARIFICATIONS/COMMENTS

- None.

OPTIONAL ITEMS

- None.

NOTE: ANY ITEM NOT LISTED ABOVE TO BE FURNISHED BY OTHERS.

EXCLUSIONS

Taxes, electrical wiring, conduit or electrical equipment, piping, valves, or fittings, shimming material, lubricating oil or grease, shop or field painting, field welding, erection, hoist or lifting apparatus, detail shop fabrication drawings, performance testing, unloading, storage, concrete work, civil design, grating, platforms, stairs, hand railing, dumpster (except as specifically noted).

This proposal section has been reviewed for accuracy and is approved for issue:

By: Beth Emmelot Date: April 26, 2022

Item	Equipment	Budget Price
A	One (1) FSM Perforated Filter Screen Model FRSIII 400 x 75/6	\$169,900
B	One (1) FSM Screenings Wash Press Model SPW 200-700	\$79,380

Validity:

Prices are valid for a period of 30 days from the date of this proposal.

Warranty Statement and Term:

SAVÉCO North America, Inc. warrants the supplied equipment to the original end user against defects in workmanship or material under normal use and service in compliance with the original design specifications and the maintenance requirements and instructions as found in the Operations & Maintenance Manual. All SAVÉCO North America supplied equipment is warranted for 12 months from date of start-up or 18 months from date of shipment, whichever occurs first.

Warranty Exclusions:

This warranty does not cover costs for standard and/or scheduled maintenance performed, nor does it cover consumables and SAVÉCO North America parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship can be determined by SAVÉCO North America. Wear parts are defined as brushes, rollers, spray nozzles, drum seals and other items specifically identified in the Operations & Maintenance Manual.

Warranty Coverage:

SAVÉCO North America's liability is limited to the supply or repair of defective parts returned, freight prepaid by buyer to a location specified by SAVÉCO North America. Repaired or replacement parts will be shipped to buyer prepaid via standard ground freight. Express or expedited shipments will be at the expense of the buyer.

Exclusions and Exceptions:

This Warranty excludes damage or wear to equipment caused by misapplication of product, improper maintenance, accident, abuse, unauthorized alteration or repair, Acts of God, or installation or operation that is non-compliant with SAVÉCO North America installation and operations instructions.

Limited Liability:

SAVÉCO North America shall not under any circumstances be liable for any incidental or consequential damages arising from loss, damage to property, personal injury or other damage or losses owing to the failure of SAVÉCO North America's equipment. The liability of SAVÉCO North America, Inc. is limited as set forth above within the time period set forth above.

Term: 15% with Submittal Approval
80% Net 30 Days after Shipment
5% Net 30 days after Startup. Startup not to exceed 180 days from equipment delivery.

Taxes: No sales or use taxes have been included in our pricing.

Freight: Prices quoted are F.O. B. shipping point with freight allowed to a readily accessible location nearest jobsite. Any claims for damage or loss in shipment to be initiated by purchaser.

Submittals: Full submittals will be supplied approximately **4 to 6 weeks** after receipt and acceptance of purchase order at the SAVÉCO North America offices.

Shipment: Shipment time is approximately **20 to 22 weeks** after receipt of approved submittal is received at the SAVÉCO North America offices. Under no circumstances will verbal approval be accepted.

Additional Field Service: This service may be scheduled at \$1,250.00 per day plus expenses or is available through a yearly service contract.

Material of Construction: SAVÉCO North America is providing the equipment from the type of material specified for this project. If from 304L stainless steel the concentration of chloride and hydrogen sulfide (H₂S) in the equipment operating environment shall be kept below the following values:

- Chloride <200 mg/L
- Hydrogen Sulfide (H₂S) <6ppm

If not already done so, SAVÉCO North America can provide the equipment from 316L stainless steel for a price adder for environments that exceed the values noted above.



Request for Pricing

Installation of New Wastewater Screening
Equipment in Influent Building of Village of
Gilberts Wastewater Treatment Facility

VOG: 22-04

By Order Of:

Village of Gilberts

Public Works

Department

Date: April 19, 2022

Table of Contents

- I. Legal Notice to Bidders
- II. Instructions to Bidders
- III. Project Specifications
- IV. Bid Certifications
- V. References
- VI. Subcontractors
- VII. Equipment List
- VIII. Bid Sheet
- IX. Appendix

**LEGAL NOTICE
REQUEST FOR PROPOSALS**

VOG: 22-04

Sealed proposals for Installation of New Wastewater Screening Equipment in Influent Building of Village of Gilberts Wastewater Treatment Facility, will be received at the address listed below until April, 28, 2022 9:00 A.M. Proposals will be publicly opened and read aloud on April 28, 2022 9:01 A.M. Proposals not physically received by the Village by April, 28 2022 9:00 A.M. will be returned, unopened to the firm. Emailed or faxed proposals will not be accepted. All proposals should be addressed to:

**VILLAGE OF GILBERTS
VOG: 22-04
87 INDUSTRIAL DRIVE
GILBERTS, IL 60136**

Bid packets will be available for pickup at 73 Industrial Drive Gilberts, IL 60136. They will also be available upon request via email to agrosskopf@villageofgilberts.com

This bid is subject to the prevailing wage act. For further information or clarification please visit the Illinois Department of Labor's website.

If required each bid must be accompanied by a Bid Guarantee in the form of a Bid Bond from a company with an A-1 best rating, or a cashier's check in the amount of ten percent (10%) of the total amount of the proposal and made payable to the Village of Gilberts 87 Galligan Road Gilberts, IL 60136. No bid shall be withdrawn for a period of thirty (30) days after the bid opening date without the consent of the Village.

The Village reserves the right to reject any or all proposals and to waive any informality in bidding.

Award of the Contract: The Village of Gilberts, Village Administrator will make the final award of the proposal. The successful bidder and the Village will execute a contract mutually agreeable to both parties within 14 days from the award of bid.

Instructions to Bidders

A. *Receipt of Bid:*

- a. Bids shall be received by April 28, 2022, 9:00 AM.

B. *Basis of Bid:*

- a. Sealed proposals will be received until the above date and time.

C. *Participating Agencies:*

- a. The Village of Gilberts 83 Galligan Road Gilberts, IL 60136

D. *Bid Description:*

- a. Sealed proposals for Installation of New Wastewater Screening Equipment in Influent Building of Village of Gilberts Wastewater Treatment Facility

E. *Preparation and Submission of Bids:*

- a. Bids are to be submitted by 10:00 A.M. April 27, 2022 at the Village of Gilberts office located at 87 Galligan Road Gilberts, IL 60136. Bid Opening to take place at 9:01 A.M. at the location noted above.
- b. Each bid shall be submitted on the exact forms furnished by the Village of Gilberts. All blank spaces for bid prices, unit costs and alternates must be filled out in either black or blue ink. In any discrepancy in the amount bid, the prices written out in words shall supersede the figures written.
- c. Each bidder must complete, execute and submit with its bid a certification that contractor is not barred from public contracting due to bid-rigging or bid rotating convictions on the form included with the bidding documents.
- d. Each bidder must submit a complete bid package. If an incomplete package is submitted the Village of Gilberts reserves the right to dismiss the bid submittal.
- e. The bid shall be submitted in an opaque sealed envelope on or before the stated time and shall bear the name of the individual(s), firm or corporation submitting the bid.
- f. Bidders may attach separate sheets to the bid for the purpose of explanation, exception, alternate items or to cover unit prices if needed.
- g. Bidders may withdraw their bid either personally or by written request at any time before the bid opening and may resubmit it. No bid may be withdrawn or modified after the bid opening except where the award of contract has been delayed for a period of ninety (90) or more days.
- h. In submitting the bid, the bidder further declares that the only person or party interested in the proposal as principals are those names herein; and that the bid is made without collusion with any other person, firm or corporation.
- i. The bidder further declares that they have carefully examined this entire bid package and they familiarized themselves with all of the local conditions affecting the contract and detailed requirements of this work and understand that in making the bid they waive all

rights to plead a misunderstanding regarding the same.

- j. The bidder further understands and agrees that if their bid is accepted, they are to furnish and provide all necessary machinery, tools, and apparatus. And other means 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 (Village), in the manner and the time therein prescribed, and in accordance with the requirements therein set forth.
- k. The bidder further agrees that if the Village decides to extend or shorten the work or otherwise alter it by extras or deductions, including elimination of one or more of the items, as provided in the specifications, they will perform the work as altered, increased or decreased.
- l. The bidder agrees that the Village of Gilberts representative may at any time, during the progress of the work covered by this contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the bid or contract as a specific item covered by a lump sum price, and which are not included under the bid price for other items in the contract, shall be performed as extra work.
- m. The bidder agrees to complete all work no later than the "Time of Completion" stated in their bid after receipt of the "Notice to Proceed" unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor as will insure its completion within the time limit specifies within the bid, it being understood and agree that completion within the time limit is an essential part of the contract.
- n. By submitting a bid, the bidder understands and agrees that if their bid is accepted and they fail to enter a contract forthwith, they shall be liable to the Village for any damages the Village may suffer as a result of this failing.

F. Substitutions:

- a. Any substitutions/alterations to the project specifications should be expressly stated in the appendix for substitutions/alterations. The Village reserves the right to reject any bid based on substitutions/alterations to original project specifications.

G. Conditions:

- a. The Village of Gilberts is exempt from Federal excise tax and the Illinois Retailers Occupation tax. This bid cannot include any amounts of money for these taxes.
- b. To be valid, the bids shall be itemized so that selection for purchase may be made, there being included in the price of each unit the cost of delivery (FOB Destination).
- c. The Village of Gilberts shall reserve the right to add or to deduct from the base bid and/or alternate bid any item at the prices indicated in the itemization of the bid.
- d. All bids shall be good for ninety (90) days from the date of bid opening.

H. Basis of Award:

- a. The Village reserves the right to reject any or all bids and to waive any informality or technical error and to accept any bid deemed most favorable to the interest of the Village of Gilberts. In addition to price, the Village will also consider the following qualifications/conditions:
 - i. Ability, capacity and skill to fulfill the contact as specified.

- ii. Ability to supply the commodities, provide the services or complete the construction promptly or within the time specified without delay or interference.
- iii. Character, integrity, reputation, judgement, experience and efficiency.
- iv. Quality of performance with previous contracts.
- v. Previous and existing compliance with laws and ordinances relating to the contract
- vi. Sufficiency of financial resources.
- vii. Quality, availability and adaptability of the commodities, services or construction, in relation to the Village's requirements.
- viii. Ability to provide future maintenance and service under the contract.
- ix. Number and scope of conditions attached to the bid/proposal.
- x. Record of payments for taxes, licenses or other monies due to the Village.

I. Insurance Requirements:

- a. The Contractor will be required to meet the Village of Gilberts insurance requirements. Unless otherwise specified the Contractor shall, before commencing, satisfactory to the
 - 1. Village of Gilberts an additionally named insured in the following minimum amounts with specific coverage which includes underground, explosion, and collapse.
- b. Workmen's Compensation Insurance:
 - i. All Liability imposed by Workmen's Compensation statute
 - 1. Employer's Liability Insurance \$1,000,000
 - 2. Contractual Liability Insurance \$1,000,000
 - 3. Completed Operations Insurance \$ 500,000
- c. Owned, Hired, and Non-Ownership Vehicle, Bodily Injury and Property Damage to the following Limits:
 - i. Commercial General Liability \$2,000,000 (each occurrence)
 - ii. Bodily Injury \$2,000,000 (each person) \$2,000,000 (each accident)
 - iii. Property Damage \$2,000,000 (each accident)
 - iv. Automobile Liability \$1,000,000 combined single limit (each accident)
 - v. Umbrella Liability \$3,000,000 (each occurrence) \$3,000,000 (aggregate)

J. Guarantee:

- i. The Contractor will also forward copies of all applicable manufactures warranties for all equipment/commodities supplied by the contractor as part of the contract.

K. Payment:

- i. The Contractor will be responsible for following the payment procedures for

each specific government entity.

L. Indemnification:

- i. The contractor shall protect, indemnify, save, defend and hold forever harmless the Village and/or its officers, officials, employees, volunteers and agents from and against all liabilities, claims, damages, penalties, causes of action, costs and expenses including without limitation court costs, insurance, deductibles, and attorney's fees and expenses, which the Village and its officers, officials, employees, volunteers and agents may incur, suffer, sustain or for which the Village and its officers, officials, employees, volunteers, and agents may become obligated by reason for any accident injury to or death of persons or loss of or damage to property, or civil and/or constitutional infringement of rights (specifically including violations of the Federal Civil Rights Statute), arising indirectly or directly in connection with or under, or as a result of, this or any agreement by virtue of any act or omission of any of the contractor's officers, employees, volunteers, subcontractor and/or agents provided that the contractor shall not be liable for claims, obligations, damages, penalties, causes of action, costs and expenses arising solely by any act or omission of the Village's officers, officials, employees, volunteers or agents.

M. Safety:

- i. The contractor and any subcontractors shall comply with all provisions of the Federal Occupational Safety and Health Act of 1970 (84 Stat. 1590) as amended. Contractors and any subcontractors shall be required to follow the MUTCD regarding any signage requirements and are responsible for knowing such requirements for the specific project. The contractor and any subcontractor are also required to follow any OSHA or Illinois Department of Labor law postings or requirements.

N. Execution of Documents:

- a. The contractor in signing the bid documents on the whole or on any portion of the work shall conform to the following requirements:
 - i. A bid signed by an individual other than the individual represented in the bid documents shall have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.
 - ii. A bid signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the bid a power of attorney evidencing authority to sign the bid, executed by the partners.
 - iii. A bid signed for a corporation, shall have the correct corporate name thereof and signature of the president or other authorized officer of the corporations manually written below the corporate name.
 - iv. If such bid is manually signed by an official other than the president of the corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the bid should be attached to it, such bid shall also bear the attesting signature of the secretary of the corporation and the

impression of the corporate seal. The contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.

Project Specifications and Scope

- ❖ *Project Scope-* Installation of the following equipment at the Wastewater Treatment Plant inside of Influent Building
 - FSM Perforated Filter Screen Model FRSIII 400 X 75/6
 - FSM Screening Wash Press Model 200-700
- ❖ Additional specifications for above equipment can be provided per contractor request.
- ❖ *Scope of Work to Be Completed:*
 - Receive, unload and install pieces of equipment stated above, acquired by the Village through a separate party.
 - Dewater and clean influent channel as necessary
 - Remove existing screen and discharge chute, and related electrical equipment as needed.
 - Minor structural removal/modifications (concrete work, channel baffle work, grout patching) should be completed to allow for clean install of new equipment.
 - Extension of existing potable water system, from the control building, providing equipment for the operation as needed. RPZ to be provided by contractor.
 - Allow new hardware and anchors to be stainless steel
 - Rework of existing handrail to allow installation.
 - All electrical disconnects, and installation of new control panel and new conduit, wiring, should be included by contractor. All materials provided should be suitable for class 1 division 1 hazardous location.
 - Construction debris should be placed in appropriate containers.
- ❖ *Exclusions:*
 - Water Meter for potable water extension will be provided by Village of Gilberts.
 - Village of Gilberts will isolate influent channel for installation.
 - Village of Gilberts will provide dumpsters/containers for debris.
 - All painting, HVAC modifications/improvement/integrations, support trades not included in the above scope of work.
- ❖ **Contractor is responsible for evaluating influent building and requiring any additional information that may be needed to produce an accurate estimate for installation cost.**

SCOPE OF WORK AND SPECIFICATIONS AGREEMENT FORM

Joseph J. Henderson & Son, Inc.

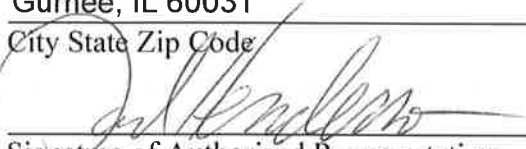
Printed Name of Contractor

4288 Old Grand Ave.

Address

Gurnee, IL 60031

City State Zip Code


Signature of Authorized Representative

David Henderson, President

Title

04/28/22

Date

DRUG FREE WORKPLACE CERTIFICATION

In compliance with State of Illinois Compiled Statutes, Chapter 30-580, The Contractor certifies and agrees that it will provide a drug free workplace by:

Publishing a Statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace.
- B. Specifying the actions that will be taken against employees for violations of such prohibition.
- C. Notifying the employee that, as a condition of employment on such Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- D. Establishing a Drug Free Awareness Program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy for maintaining a drug free workplace;
 3. Available counseling, rehabilitation, or assistance programs; and
 4. Penalties imposed for drug violations.
- E. Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the Contract and to post the Statement in a prominent place in the workplace.
- F. Notifying the contracting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- G. Imposing a sanction on, or requiring the satisfactory participation in a Drug Abuse Assistance or Rehabilitation Program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- H. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- I. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

The undersigned affirms, under penalties of perjury, that he/she is authorized to execute this certification on behalf of the designated organization.

Joseph J. Henderson & Son, Inc.

Printed Name of Contractor
4288 Old Grand Ave.

Address

Gurnee, IL 60031

City, State, Zip

Signature of Authorized Representative

David Henderson, President

Title

04/28/22

Date

NON-COLLUSION CERTIFICATE

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38 of the Illinois Revised Statutes concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts.

Joseph J. Henderson & Son, Inc.

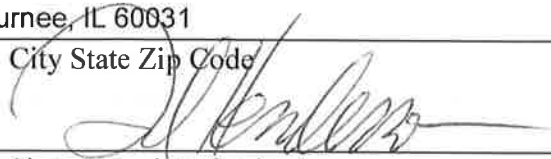
Printed Name of Contractor

4288 Old Grand Ave.

Address

Gurnee, IL 60031

City State Zip Code



Signature of Authorized Representative

David Henderson, President

Title

04/28/22

Date

State and Federal Equal Opportunity Employer Certificate

The Undersigned Bidder agrees to comply with all State and Federal Opportunity Employer Laws

Joseph J. Henderson & Son, Inc.


Printed Name of Contractor

4288 Old Grand Ave.

Address

Gurnee, IL 60031

City State Zip Code



Signature of Authorized Representative

David Henderson, President

Title

04/28/22

Date

Professional References

Name:	Lake County Public Works Department
Address:	650 West Winchester Road, Libertyville, IL 60048
Phone:	(847) 309-5498
Contact:	Mark Ottersen / David Humbert

Name:	City of Joliet
Address:	150 West Jefferson Street, Joliet, IL 60432
Phone:	(815) 724-4222
Contact:	Nick Gornick / Allison Swisher

Name:	City of Lake Forest
Address:	800 North Field Drive, Lake Forest, IL 60045
Phone:	(847) 810-4650
Contact:	John C. Gullede

Subcontractor List

Name:	
Address:	
Phone:	
Contact:	

Name:	
Address:	
Phone:	
Contact:	

Name:	
Address:	
Phone:	
Contact:	

Bid Sheet

Village of Gilberts
 OTB 22-04
 Installation of Mechanical Bar Screen System at Village of Gilberts Wastewater Treatment Plant.

Influent Building Bar Screen Installation.	Mobilization	Total Material	Total Labor	Total Price
	\$ 25,000	\$ 25,000	\$ 125,000	\$ 175,000

David Henderson

Printed Name



Signed

President

Title

Joseph J. Henderson & Son, Inc.

Company

04/28/22

Date

Alterations/Substitutions



JOSEPH J. HENDERSON & SON, INC.
GENERAL CONTRACTOR
ESTABLISHED 1928

4288 Old Grand Avenue
Gurnee, Illinois 60031
Phone: 847-244-3222
Fax: 847-244-9572

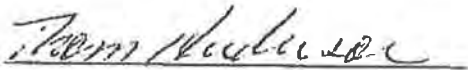
**RESOLUTION OF THE BOARD OF DIRECTORS OF
JOSEPH J. HENDERSON & SON, INC., AN ILLINOIS CORPORATION**

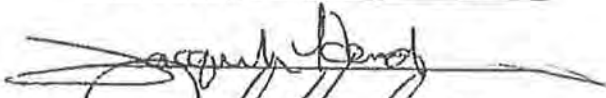
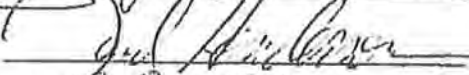

At a special meeting of the Board of Directors of Joseph J. Henderson and Son, Inc., an Illinois Corporation, held February 26, 2021 at the Corporate office at 4288 Old Grand Avenue, in the Village of Gurnee, Illinois, at the hour of 6:00 P.M., pursuant to Waiver of Notice by all the directors of said corporation, the following resolution was unanimously adopted:

RESOLVED that David A. Henderson, President, or Thomas Henderson, Principal, is hereby authorized to execute on behalf of the Corporation, all documents including but not limited to bids, proposals, bonds and all contract documents; and that Jacqueline Henderson, Secretary of the Corporation, and Linda Zoetmulder, Assistant Secretary of the Corporation, are hereby authorized to attest to their signatures on said documents.

There being no other business to come before the meeting, the meeting was adjourned.

APPROVED:



File Number

4986-926-6



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

JOSEPH J. HENDERSON AND SON, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JULY 27, 1971, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 11TH day of JANUARY A.D. 2022 .

Jesse White

Authentication #: 2201102908 verifiable until 01/11/2023

Authenticate at: <http://www.ilsos.gov>

SECRETARY OF STATE

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Joseph J. Henderson & Son, Inc.
4288 Old Grand Avenue
Gurnee, IL 60031

OWNER:

(Name, legal status and address)

Village of Gilberts
87 Galligan Road
Gilberts, IL 60136

SURETY:

(Name, legal status and principal place of business)

Continental Casualty Company

151 N. Franklin Street

Chicago, IL 60606

Mailing Address for Notices

151 N. Franklin Street

Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Installation of New Wastewater Screening Equipment in Influent Building of Village of Gilberts Wastewater Treatment Facility VOG: 22-04

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of April, 2022.


(Witness)

Joseph J. Henderson & Son, Inc.

(Principal)

(Seal)

By:

(Title)

Continental Casualty Company

(Surety)

(Seal)

By:

(Title) Kimberly Bragg, Attorney-in-Fact


(Witness) Sarah E. Green



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Kimberly Bragg , Individually

of Chicago, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: **Bid Bond**
Principal: **Joseph J. Henderson & Son, Inc.**
Obligee: **Village of Gilberts**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 16th day of June, 2021



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruffat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 16th day of June, 2021, before me personally came Paul T. Bruffat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 28th day of April, 2022.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruffat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruffat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruffat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

Village of Gilberts

VOG: 22-04

Bid Tabulation-VOG 22-04

Bid Opening: Thursday, April 28, 2022

9:01 AM

<u>Contractors & Items</u>	<u>Totals</u>
JJ Henderson & Son	
Influent Bar Screen and Wash Press Installation	
Mobilization	\$ 25,000.00
Total Material	\$ 25,000.00
Total Labor	\$ 125,000.00
Total Price	\$ 175,000.00
DMI, Inc.	
Influent Bar Screen and Wash Press Installation	
Mobilization	\$ 6,000.00
Total Material	\$ 58,888.00
Total Labor	\$ 60,000.00
Total Price	\$ 124,888.00

Project:

Gilberts, IL

Equipment:

FSM Perforated Filter Screen Model FRSIII 400 x 75/6

FSM Screenings Wash Press Model SPW 200-700

Represented By:

Drydon Equipment, Inc.

George Argiris - Mitch Hameister

Phone: 630-814-9150 - 847-204-7406

Email: gargiris@drydon.com

Regional Sales Manager:

SAVECO North America, Inc.

Formerly Enviro-Care

Matt Bodwell

Phone: 224-302-0326

Email: mbodwell@savecowaterna.com

Project No.: WEC218377

April 26, 2022



SAVECO® North America, Inc.
Formerly Enviro-Care®
1570 St. Paul Ave.
Gurnee, IL 60031
P: 815.636.8306 • F:847.672.7968
www.enviro-care.com • ecsales@enviro-care.com

ITEM: "A" - One (1) FSM Perforated Filter Screen
Model FRSIII 400 x 75/6



BASIS OF DESIGN (EACH)

Application:	Municipal Wastewater
Peak Flow:	2.5 MGD
Screen Perforated Opening:	6 mm
Angle of Screen:	75 degrees from horizontal
Channel Width:	36 inches
Channel Depth:	4.5 feet
Downstream Water Level:	12.0 inches @ Peak flow
Headloss:	11.3 inches @ Peak flow with 0% blinding 15.3 inches @ Peak flow with 30% blinding
Discharge Height:	~3.9 feet (above top of channel)
Wash Water:	10 gpm at 40 – 60 psi
SCR (Screenings Capture Ratio):	85%

PERFORATED PANEL TRAVELING BELT SCREEN (EACH)

- Fully automatic self-cleaning FSM screen complete with all appurtenances – 304 stainless steel.
- Main frame constructed from type 304 stainless steel.
- Pivoting flanged baseplate for mounting screen assembly to top of channel and to allow screen to pivot out of channel, from type 304 stainless steel.
- Flanged baseplate for mounting screen assembly to top of channel – 304 stainless steel.
- Screen support rails from UHMW-PE provided front and back on each side of frame.
- Replaceable UHMW-PE seals mounted to each side of frame.

- Replaceable bottom seals – Buna-N rubber and triple layer polyester brush with 304 stainless steel adjustable holder.
- Perforated filter screen elements with 6 mm perforations from 3 mm thick (12 gauge) type 304 stainless steel, bolted to drive chain with 304 stainless steel bolt ny-lock nuts and washers.
- Screen drive chain from 304 stainless steel with specially hardened bushings, and pins from stainless steel.
- Stainless steel chain and screen elements driven by two (2) drive shaft mounted stainless steel sprockets with minimum thickness of 0.75 inches.
- Lower rotating guide sprockets from type 304 stainless steel, wear areas hardened, with life seal bushings, and a stub shaft from type 316 stainless steel.
- Drive tensioners – 304 stainless steel.
- Drive system to include 1.0 HP 1760 rpm TEFC-XP (Class I, Division 1, Group D) gearedrive motor suitable for 460/3/60 electrical supply.
- Nylon screen cleaning brush, automatic self-adjusting, with stainless steel drive shaft and 2.0 HP 1760 rpm TEFC-XP (Class I, Division 1, Group D) geared motor suitable for 460/3/60 electrical.
- Rotary Deflector from type 304 stainless steel on back side of screen auxiliary driven by screen drive.
- Internal spray system to clean internal surfaces of screen panel from stainless steel with PVDF nozzles, complete with manual ball valve and solenoid valve.
- Removable 304 stainless steel odor control enclosures/covers.
- Screenings discharge chute with hinged hood – 304 stainless steel.
- Channel baffle to narrow channel from 36 inches to 24 inches, from type 304 stainless steel.
- Anchor bolts – 304 stainless steel.
- Fasteners – 304 stainless steel.
- Shop surface preparation, stainless steel full dip passivation.

CONTROL PANEL AND INSTRUMENTATION (EACH)

- One (1) NEMA 4X type 304 stainless steel wall mount main control panel suitable for 480/3/60 electrical supply. Control panel shall contain the following control devices for operation of the filter screen.
 1. Main disconnect with through door interlock handle.
 2. Control transformer 480/120.
 3. Branch circuit protection.
 4. Screen and brush motor starters (IEC) with overloads.
 5. Load monitor for screen motor overtorque/overload protection.
 6. Emergency stop pushbutton.
 7. HOA switch for each motor.
 8. Open-Close-Auto switch for screen wash water solenoid valve.
 9. Hour meter for each motor.
 10. Run indicating lights.

11. Alarm lights indicating overcurrent and starter overload.
12. Alarm reset pushbutton.
13. Programmable control relay for screen control logic functions.
14. Run and alarm auxiliary contacts.
15. Barrier relay for safety microswitch.
16. UL Label.

- One (1) NEMA 7 Emergency Stop pushbutton station.
- One (1) safety microswitch suitable for area classification, mounted to the hinged hood.
- One (1) NEMA 7 120 VAC, brass body wash water solenoid valve.
- One (1) Ultrasonic Differential Level Controller: A 120V differential level controller shall be provided in a windowed NEMA 4X polycarbonate enclosure suitable for wall mounting, to receive and interpret a 4-20mA scaled signal from an upstream and downstream transducer. The controller shall have 6 internal relays and provide an LCD display.
- Two (2) ultrasonic level transducers shall be provided with type 304 stainless steel mounting brackets and expansion anchors. Each sensor shall have an ETFE housing with an integral sensor to provide compensation for acoustic variations due to temperature. Each sensor shall have a range of 1-33 ft and be supplied with a 33 ft integral cable. Sensor shall be suitable for installation in a Class 1, Division I, Group D area.

SPARE PARTS (TOTAL)

- None.

FIELD SERVICE (TOTAL)

- Site service of one (1) trip for a total of two (2) days for installation inspection, startup and operator training.

CLARIFICATIONS/COMMENTS

- None.

OPTIONAL ITEMS

- None.

NOTE: ANY ITEM NOT LISTED ABOVE TO BE FURNISHED BY OTHERS

EXCLUSIONS

Taxes, electrical wiring, conduit or electrical equipment, piping, valves, or fittings, shimming material, lubricating oil or grease, shop or field painting, field welding, erection, hoist or lifting apparatus, detail shop fabrication drawings, performance testing, unloading, storage, concrete work, civil design, grating, platforms, stairs, hand railing, dumpster (except as specifically noted).

This proposal section has been reviewed for accuracy and is approved for issue:

By: Beth Emmelot Date: April 26, 2022

ITEM: "B" - One (1) FSM Screenings Wash Press Model SPW 200-700



BASIS OF DESIGN (EACH)

Application:	Municipal Headworks
Screenings Capacity:	70 ft ³ /hr
Inlet Opening:	700 mm (27.6 inches)
Screw Diameter:	200 mm (7.87 inches)
Discharged Material Dry Solids:	>35%
Volume Reduction:	60 – 85%
Weight Reduction:	60 – 85%
Fecal Reduction:	90% (<20 mg/g BOD ₅)
Wash Water:	11 gpm @ 20-40 psi

SCREENINGS WASH PRESS (EACH)

- Screenings wash press from type 304 stainless steel.
- Inlet hopper and spray header – 304 stainless steel.
- Screw auger with torque tube and nylon brushes fitted to screw flights to clean drainage trough perforations – shaft from high tensile steel with flights from Hardox 400.
- Axial thrust bearing with stainless steel body.
- Wear bars from Hardox® 400.
- 6 mm perforated curved drainage section from type 304 stainless steel.
- Drainage collection pan with 6 inch diameter outlet connection and 1 inch NPT flush water connection from type 304 stainless steel.
- Wash water piping from type 304 stainless steel.
- Inlet and outlet flanges from type 304 stainless steel.
- Discharge piping with 45 degree elbows from type 304 stainless steel. Piping will be extended to discharge at Elevation 897.00.
- Discharge piping to have a manually controlled back pressure device from type 304 stainless steel with integral access box and bolted hatch.

- Wash press electric drive motor 3.0 HP TEFC-XP (Class I, Division 1, Group D) 1760 rpm suitable for 460/3/60 supply with gear reducer mounted directly onto auger drive shaft.
- Support legs, stand and frame from type 304 stainless steel.
- Anchor bolts from type 304 stainless steel.
- Fasteners from type 304 stainless steel.
- Shop surface preparation, stainless steel full dip passivation and painting as required.

CONTINUOUS BAGGER ASSEMBLY (EACH)

- Continuous Bagger Assembly to collect dewatered screenings at discharge, including a 304 stainless steel transition piece and refillable bag cassette.

CONTROL PANEL AND INSTRUMENTATION (EACH)

- The following control devices will be added to the screen control panel for operation of the screenings wash press.
 1. Branch circuit protection.
 2. Wash press motor starter (IEC), reversing with overloads.
 3. Load monitor for wash press motor overtorque/overload protection.
 4. HOA switch for motor.
 5. Open-Close-Auto switch for wash press wash water solenoid valve.
 6. Hour meter for each motor.
 7. Run indicating lights.
 8. Alarm lights indicating overcurrent and starter overload.
 9. Run and alarm auxiliary contacts.
- One (1) NEMA 7 brass body wash water solenoid valve.

SPARE PARTS (TOTAL)

- None.

FIELD SERVICE (TOTAL)

- Provided with screen start-up services.

CLARIFICATIONS/COMMENTS

- None.

OPTIONAL ITEMS

- None.

NOTE: ANY ITEM NOT LISTED ABOVE TO BE FURNISHED BY OTHERS.

EXCLUSIONS

Taxes, electrical wiring, conduit or electrical equipment, piping, valves, or fittings, shimming material, lubricating oil or grease, shop or field painting, field welding, erection, hoist or lifting apparatus, detail shop fabrication drawings, performance testing, unloading, storage, concrete work, civil design, grating, platforms, stairs, hand railing, dumpster (except as specifically noted).

This proposal section has been reviewed for accuracy and is approved for issue:

By: Beth Emmelot Date: April 26, 2022

Item	Equipment	Budget Price
A	One (1) FSM Perforated Filter Screen Model FRSIII 400 x 75/6	\$169,900
B	One (1) FSM Screenings Wash Press Model SPW 200-700	\$79,380

Validity:

Prices are valid for a period of 30 days from the date of this proposal.

Warranty Statement and Term:

SAVÉCO North America, Inc. warrants the supplied equipment to the original end user against defects in workmanship or material under normal use and service in compliance with the original design specifications and the maintenance requirements and instructions as found in the Operations & Maintenance Manual. All SAVÉCO North America supplied equipment is warranted for 12 months from date of start-up or 18 months from date of shipment, whichever occurs first.

Warranty Exclusions:

This warranty does not cover costs for standard and/or scheduled maintenance performed, nor does it cover consumables and SAVÉCO North America parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship can be determined by SAVÉCO North America. Wear parts are defined as brushes, rollers, spray nozzles, drum seals and other items specifically identified in the Operations & Maintenance Manual.

Warranty Coverage:

SAVÉCO North America's liability is limited to the supply or repair of defective parts returned, freight prepaid by buyer to a location specified by SAVÉCO North America. Repaired or replacement parts will be shipped to buyer prepaid via standard ground freight. Express or expedited shipments will be at the expense of the buyer.

Exclusions and Exceptions:

This Warranty excludes damage or wear to equipment caused by misapplication of product, improper maintenance, accident, abuse, unauthorized alteration or repair, Acts of God, or installation or operation that is non-compliant with SAVÉCO North America installation and operations instructions.

Limited Liability:

SAVÉCO North America shall not under any circumstances be liable for any incidental or consequential damages arising from loss, damage to property, personal injury or other damage or losses owing to the failure of SAVÉCO North America's equipment. The liability of SAVÉCO North America, Inc. is limited as set forth above within the time period set forth above.

Term: 15% with Submittal Approval
80% Net 30 Days after Shipment
5% Net 30 days after Startup. Startup not to exceed 180 days from equipment delivery.

Taxes: No sales or use taxes have been included in our pricing.

Freight: Prices quoted are F.O. B. shipping point with freight allowed to a readily accessible location nearest jobsite. Any claims for damage or loss in shipment to be initiated by purchaser.

Submittals: Full submittals will be supplied approximately **4 to 6 weeks** after receipt and acceptance of purchase order at the SAVÉCO North America offices.

Shipment: Shipment time is approximately **20 to 22 weeks** after receipt of approved submittal is received at the SAVÉCO North America offices. Under no circumstances will verbal approval be accepted.

Additional Field Service: This service may be scheduled at \$1,250.00 per day plus expenses or is available through a yearly service contract.

Material of Construction: SAVÉCO North America is providing the equipment from the type of material specified for this project. If from 304L stainless steel the concentration of chloride and hydrogen sulfide (H₂S) in the equipment operating environment shall be kept below the following values:

- Chloride <200 mg/L
- Hydrogen Sulfide (H₂S) <6ppm

If not already done so, SAVÉCO North America can provide the equipment from 316L stainless steel for a price adder for environments that exceed the values noted above.

VILLAGE OF GILBERTS

RESOLUTION 21-2022

A RESOLUTION AUTHORIZING APPROVAL OF THE PURCHASE OF A FSM PERFORATED FILTER SCREEN AND SCREENINGS WASH PRESS FROM SAVECO NORTH AMERICA, INC. IN AN AMOUNT NOT TO EXCEED \$249,280

WHEREAS, the Village of Gilberts (“Village”) operates and maintains a wastewater treatment system; and

WHEREAS, monies were included in the FY2023 Budget utilizing ARPA and Water Fund capital funds for the purchase and installation of a mechanical bar screen and was press at the wastewater treatment plant; and

WHEREAS, the FSM system is proprietary to SAVECO North America, Inc.

THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, ILLINOIS, as follows:

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

Section 2. Approval; Authorization. The Village Board of Trustees hereby authorizes the Village Administrator to execute an agreement and other necessary documents with SAVECO North America, Inc. for the purchase of a FSM perforated filter screen and screenings wash press in an amount not to exceed \$249,280.

Section 3. Waiver of Competitive Bidding. To the extent any competitive bidding requirements apply to the agreements with SAVECO North American., such competitive bidding requirements are hereby waived pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1).

Section 4. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this ____ day of _____ 2021.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Dave LeClercq	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____

Trustee Justin Redfield	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Lou Hacker	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2021

Village President, Guy Zambetti

(SEAL)

ATTEST: _____
Courtney Baker, Village Clerk

RESOLUTION 22-2022

VILLAGE OF GILBERTS

RESOLUTION TO AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH DMI, INC. FOR THE INSTALLATION OF A MECHANICAL BAR SCREEN AND WASH PRESS IN AN AMOUNT NOT TO EXCEED \$124,888

WHEREAS, the Village of Gilberts (“Village”) operates and maintains a wastewater treatment system; and

WHEREAS, monies were included in the FY2023 Budget utilizing ARPA and Water Fund capital funds for the purchase and installation of a mechanical bar screen and was press at the wastewater treatment plant;

WHEREAS, sealed bids were solicited and opened at Village Hall on April 28, 2022 for the installation of the mechanical bar screen and wash press; and

WHEREAS, the lowest responsive and responsible bid was received from DMI, Inc.

Now, Be it Resolved by the President and Board of Trustees of the Village of Gilberts, Kane County, Illinois that:

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

Section 2. Approval; Authorization. The Village Board of Trustees hereby authorizes the Village Administrator to execute the necessary documents with DMI, Inc. for the installation of the mechanical bar screen and wash press in an amount not-to-exceed \$124,888.

Section 3. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

PASSED BY ROLL CALL VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this ____ day of February 2022.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Dave LeClercq	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Lou Hacker	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

Resolution No. 22-2022

APPROVED THIS ____ DAY OF February, 2022

Village President, Guy Zambetti

(SEAL)
ATTEST:

Village Clerk, Courtney Nicholas

Exhibit A
Agreement



Village of Gilberts

Village Hall
87 Galligan Road, Gilberts, Illinois 60136
Ph. 847-428-2861 Fax: 847-428-2955
www.villageofgilberts.com

To: President Zambetti & Board of Trustees

From: Brian Bourdeau, Village Administrator
Todd Block, Police Chief

Date: May 3, 2022 Board Meeting

Re: Items 4.O and P: a Resolution Authorizing the Purchase of Two Car Ports From Viking Steel Structure for the Police Department Parking Lot in an Amount Not to Exceed \$18,745

Resolution Authorizing the Purchase of Starcom Cradles from Magnum Electronics, Inc. in an Amount Not to Exceed \$13,000

Background:

Car Ports

As the Village has recently acquired a new squad car and is establishing a regular vehicle replacement program, the FY2023 proposed budget includes the purchase of a car port to park the squad cars under. A car port will assist in providing the cars and officers some measure of protection from the elements, including sun, rain and snow. Included with this memo is a quote for the acquisition of two car ports to provide shelter to six squads in an amount not to exceed \$18,745, which is slightly higher than the quote to provide an allowance for potential metal price increases.

STARCOM Cradles

The FY2023 Budget also contemplated the purchase of STARCOM cradles for each of the squad cars utilizing ARPA funds. Included with this memo is the quote for the acquisition of the STARCOM cradles.

VILLAGE OF GILBERTS

RESOLUTION 23-2022

A RESOLUTION AUTHORIZING THE PURCHASE OF TWO CAR PORTS FROM VIKING STEEL STRUCTURES FOR THE POLICE DEPARTMENT PARKING LOT IN AN AMOUNT NOT TO EXCEED \$18,745

WHEREAS, the Village of Gilberts (“Village”) operates a Police Department; and

WHEREAS, Village Police squads are parked outside, exposed to the elements; and

WHEREAS, funds were included in the FY2023 Budget for the purchase of two car ports for the parking lot to provide protection from the elements for Village squads; and

WHEREAS, the Village obtained a quote from Viking Steel Structures for the purchase of car ports.

THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, ILLINOIS, as follows:

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

Section 2. Approval; Authorization. The Village Board of Trustees hereby authorizes the Village Administrator to execute agreements and other necessary documents with Viking Steel Structures for the purchase of two car ports in an amount not to exceed \$18,745.

Section 3. Waiver of Competitive Bidding. To the extent any competitive bidding requirements apply to the agreements with Viking Steel Structures, such competitive bidding requirements are hereby waived pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1).

Section 4. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this ____ day of _____ 2022.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Dave LeClercq	_____	_____	_____	_____

Trustee Dan Corbett	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Lou Hacker	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2022

Village President, Guy Zambetti





(SEAL)

ATTEST: _____
Courtney Baker, Village Clerk

DUNS: 786404830 CAGE CODE: 0XU03 TAX ID: 161684716

BILL AND SHIP TO:
mizydorski@villageofgilberts.com

Quote #: SO48287 Quote Date: 04/27/2022 Prepared By: Erica Degano Expiration Date: 06/11/2022

IMAGE	DESCRIPTION	QUANTITY	PRICE	TAXES	AMOUNT
Estimated to be on backorder until June 29th					
	[NNTN8527A] Motorola NNTN8527 APX Vehicular Adapter - APX 8000	9.0 Each	\$ 1,271.95	0%	\$ 11,447.55
					Subtotal \$ 11,447.55
In stock ships within 5-7 days of order conformation					
	[HMN1090D] Motorola HMN1090 Standard Palm Microphone - APX, XTL	9.0 Each	\$ 63.25	0%	\$ 569.25
					Subtotal \$ 569.25
Estimated to be on backorder until June 29th					
	[HSN4038A] Motorola HSN4038 7.5 Watt External Speaker - APX, XTL	9.0 Each	\$ 51.67	0%	\$ 465.03
					Subtotal \$ 465.03
In stock ships within 5-7 days of order conformation					
	[NTN8940] Motorola NTN8940B XTVA, VA Vehicle Mounting Trunnion	9.0 Each	\$ 45.36	0%	\$ 408.24
Free FedEx Ground Shipping for orders over \$299.00					
					Subtotal \$ 408.24

Untaxed Amount	\$ 12,890.07
Taxes	\$ 0.00
Total	\$ 12,890.07

VILLAGE OF GILBERTS

RESOLUTION 24-2022

A RESOLUTION AUTHORIZING THE PURCHASE OF STARCOM CRADLES FROM MAGNUM ELECTRONICS, INC. IN AN AMOUNT NOT TO EXCEED \$13,000

WHEREAS, the Village of Gilberts (“Village”) operates a Police Department; and

WHEREAS, the Village was required to utilize STARCOM radios to communicate with Kane County Dispatch; and

WHEREAS, funds were included in the FY2023 Budget utilizing ARPA funds for the acquisition of car cradles for the STARCOM radios; and

WHEREAS, the Village obtained a quote from Magnum Electronics for the purchase of STARCOM radio cradles for Village squads.

THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, ILLINOIS, as follows:

Section 1. **Recitals.** The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

Section 2. **Approval; Authorization.** The Village Board of Trustees hereby authorizes the Village Administrator to execute agreements and other necessary documents with Magnum Electronics, Inc. for the purchase of STARCOM radio cradles in an amount not to exceed \$13,000.

Section 3. **Waiver of Competitive Bidding.** To the extent any competitive bidding requirements apply to the agreements with Magnum Electronics, Inc., such competitive bidding requirements are hereby waived pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1).

Section 4. **Effective Date.** This Resolution shall be in full force and effect after its approval in the manner provided by law.

PASSED BY VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this ____ day of _____ 2022.

Ayes

Nays

Absent

Abstain

Trustee Dave LeClercq	_____	_____	_____	_____
Trustee Dan Corbett	_____	_____	_____	_____
Trustee Justin Redfield	_____	_____	_____	_____
Trustee Jeanne Allen	_____	_____	_____	_____
Trustee Lou Hacker	_____	_____	_____	_____
Trustee Brandon Coats	_____	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2022

Village President, Guy Zambetti

(SEAL)

ATTEST: _____
Courtney Baker, Village Clerk



Village of Gilberts

Village Hall
87 Galligan Road, Gilberts, Illinois 60136
Ph. 847-428-2861 Fax: 847-428-2955
www.villageofgilberts.com

To: President Zambetti and Board of Trustees
Cc: Brian Bourdeau, Village Administrator
From: Taunya Fischer, Finance Director
Date: May 3, 2022 Village Board Meeting
Re: Item 5.A: Approval of an Intergovernmental Agreement By and Between the Illinois Office of the Comptroller and the Village of Gilberts Regarding Access to the Comptroller's Local Debt Recovery Program

Background

The State of Illinois Office of the Comptroller (IOC) created the Local Debt Recovery Program (LDRP) to assist units of local government in collecting outstanding debts from both tax and non-tax debts owed to those local governments. The Village of Gilberts Board originally approved an Intergovernmental Agreement (IGA) with the IOC in April 2012 regarding the LDRP. However, due to no activity since then, the agreement has lapsed and will need to be re-authorized by the Board.

Recommendation

As this program would help collect unpaid debts, such as unpaid utility bills, unpaid parking tickets, and unpaid ordinance violation fines owed to the Village, staff is recommending approval of this new IGA as there is no cost to the Village.

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE ILLINOIS OFFICE OF THE COMPTROLLER
AND
THE VILLAGE OF GILBERTS
REGARDING ACCESS TO THE COMPTROLLER’S LOCAL DEBT RECOVERY
PROGRAM**

This Intergovernmental Agreement (“the Agreement”) is hereby made and entered into as of the date of execution by and between the Illinois Office of the Comptroller (hereinafter “IOC”) and the Village of Gilberts (hereinafter “the local unit”), in order to provide the named local unit access to the Local Debt Recovery Program for purposes of collecting both tax and nontax debts owed to the named local unit. Each of the parties hereto is a “public agency” as defined in Section 2 of the Intergovernmental Cooperation Act [5 ILCS 220/2].

WHEREAS, both the State of Illinois and the local unit have a responsibility to collect debts owed to its respective public bodies;

WHEREAS, IOC operates a system, known as the Comptroller’s Offset System (hereinafter, “the System”), for collection of debt owed the State by persons receiving payments from the State;

WHEREAS, the Illinois General Assembly specifically provided for the ability of the local unit to utilize the System when it amended Section 10.05 and added Section 10.05d to the State Comptroller Act [P.A. 97-632; 15 ILCS 405/10.05 and 10.05d];

WHEREAS, IOC and the local unit are empowered under the Illinois Constitution [Ill. Const., Art. VII, Sec. 10], Section 3 of the Intergovernmental Cooperation Act [5 ILCS 220/3], and Section 10.05d of the State Comptroller Act (hereinafter, “the Act”) [15 ILCS 405/10.05d] to contract with each other in any manner not prohibited by law;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

Article I – Purpose

The purpose of the Agreement between the IOC and the local unit is to establish the terms and conditions for the offset of the State’s tax and nontax payments in order to collect tax and nontax debts owed to the local unit.

Article II – Authority

The authority for State payment offset is granted under Section 10.05 of the Act [15 ILCS 405/10.05] and the authority for entering into this Agreement is granted under Section 10.05d of the Act [15 ILCS 405/10.05d], Section 3 of the Intergovernmental Cooperation Act [5 ILCS 220/3], and Article VII of the Illinois Constitution [Ill. Const., Art. VII, Sec. 10].

Article III – State Payment Offset Requirements and Operations

A. Legal Requirements. The offset of State payments shall be conducted pursuant to the authority granted in Section 10.05 and 10.05d of the Act [15 ILCS 405/10.05 and 10.05d] and the requirements set forth in this Agreement.

1. Definition of “Debt”

- (a) For purposes of this Agreement, debt shall mean any monies owed to the local unit which is less than 7 years past the date of final determination, as confirmed by the local unit in Article III(A)(2)(a)(viii) of this Agreement.
- (b) No debt which is more than 7 years past the date of final determination may be placed or may remain on the System.
- (c) No debt which has resulted in the issuance of a warrant for the arrest of the debtor may be placed or remain on the System so long as that warrant for arrest is active.
- (d) No debt which has resulted in the attachment of a lien on any personal property or other personal interest of the debtor shall be placed or remain on the System so long as that lien is attached to that property or interest.

2. Due Process & Notification

- (a) Before submitting a debt to IOC for State payment offset, the local unit must comply with all of the notification requirements of this Agreement. For purposes of this Agreement, notification of an account or claim eligible to be offset shall occur when the local unit submits to IOC the following information:
 - (i) the name and address and/or another unique identifier of the person against whom the claim exists;
 - (ii) the amount of the claim then due and payable to the local unit;
 - (iii) the reason why there is an amount due to the local unit (i.e., tax liability, overpayment, etc.);
 - (iv) the time period to which the claim is attributable;
 - (v) the local entity to which the debt is owed;
 - (vi) a description of the type of notification has been given to the person against whom the claim exists and the type of opportunity to be heard afforded to such a person;

- (vii) a statement as to the outcome of any hearings or other proceedings held to establish the debt, or a statement that no hearing was requested; and,
- (viii) the date of final determination of the debt.
- (b) IOC will not process a claim under the Agreement until notification has been received from the local unit that the debt has been established through notice and opportunity to be heard.
- (c) The local unit is required to provide the debtor with information about a procedure to challenge the existence, amount, and current collectability of the debt prior to the submission of a claim to IOC for entry into the System. The decision resulting from the utilization of this procedure must be reviewable.

3. Certification

- (a) The chief officer of the local unit shall, at the time the debt is referred, certify that the debt is past due and legally enforceable in the amount stated, and that there is no legal bar to collection by State payment offset.
- (b) Only debts finally determined as currently due and payable to the local unit may be certified to IOC as a claim for offset.
- (c) The chief officer of the local unit may delegate to a responsible person or persons the authority to execute the statement of the claim required by the Agreement.
- (d) This delegation of authority shall be made on either electronic or paper based forms provided by the Comptroller.
- (e) For purposes of this Agreement, “chief officer of the local unit” means the Finance Director.
- (f) The chief officer hereby acknowledges and agrees that he/she will ensure that the login information into any electronic system provided by the Office of the Comptroller will remain confidential, that only active employees of the local unit may be granted the delegation of authority provided for in Part (c) of this Subsection, and that under no circumstances is a vendor, agent, consultant, collector or any other third-party representative of the local unit authorized to submit or certify debt to IOC on behalf of the local unit.

4. Notification of Change in Status

- (a) The chief officer must notify IOC as soon as possible, but in no case later than 30 days, after receiving notice of a change in the status of an offset claim.
- (b) A change in status may include, but is not limited to, payments received other than through a successful offset, the filing of a bankruptcy petition, the death of the debtor, or the expiration of the ability for the debt to remain on the System, as provided for in Article III(A)(1)(b) of this Agreement.

5. Notification of Change in the Chief Officer

- (a) The local unit shall be responsible for notifying IOC as soon as is practicable in the event the chief officer named in the Agreement is no longer an officer or employee of the local unit or is otherwise unable to perform the certification process provided for in Subsection 3 of this Section.
- (b) Upon obtaining knowledge that the chief officer is no longer an officer or employee of the local unit or is otherwise unable to perform the certification process provided for in Subsection 3 of this Section, whether through notification by the local unit or by any other means, IOC shall suspend the authority for the chief officer and any of his or her designees to certify debt to IOC.
- (c) The local unit shall be responsible for updating records with IOC in the event of a change in the chief officer in order to reestablish certification authority and resume collection by State payment offset.

B. Operational Requirements

- 1. Technical Requirements. IOC agrees to work with the local unit to facilitate information and data procedures as provided for in this Agreement. The local unit agrees to adhere to the standards and practices of IOC when transmitting and receiving data. The chief officer shall assume the responsibility of providing updates to the debtor records on file with IOC in order to ensure an equitable resolution of the debts owed to the local unit.
- 2. Fee. A fee may be charged to the debtor and shall be no more than \$20 per payment transaction. The fee will be deducted from the payment to be offset prior to issuance to the local unit.
- 3. Offset Notices. IOC will send offset notices to the debtor upon processing a claim under the Act and this Agreement. The notice will state that a request has been made to make an offset against a payment due to the debtor, identify the local unit as the entity submitting the request, provide the debtor with a phone number made available pursuant to Article III

(B)(6) of this Agreement, and inform the debtor that they may formally protest the offset within sixty (60) days of the written notice.

4. IOC Protest Process. If a protest is received, IOC will determine the amount due and payable to the local unit. This determination will be made by a Hearing Officer and will be made in light of all information relating to the transaction in the possession of IOC and any other information IOC may request and obtain from the local unit and the debtor subject to the offset. If IOC requests information from the local unit relating to the offset, the local unit will respond within sixty (60) days of IOC's request. IOC may grant the local unit an additional sixty (60) day extension for time to respond. The local unit shall complete an adjudication review with IOC in order to evaluate the local unit and the protest process prior to the offset of any State payments.
5. IOC Hearing Officer. The local unit hereby agrees to provide the Hearing Officer with any information requested in an efficient and timely manner in order to facilitate the prompt resolution to protests filed as a result of this Agreement. For purposes of this Agreement, any decision rendered by the Hearing Officer shall be binding on the local unit and shall be the final determination on the matter. The Hearing Officer may continue the review of a protest at his/her discretion in order to assure an equitable resolution.
6. Local Unit Call Center. The local unit hereby agrees to provide a working phone number which IOC will furnish to persons offset under this Agreement. The local unit shall ensure that the phone number is properly staffed in order to provide information about the debt the local unit is offsetting under this Agreement. The phone number for purposes of this Section and the Agreement is: 847-428-2861.
7. Debt Priorities. If a debtor has more than one local unit debt, the debt with the oldest date of entry on the System shall be offset first.
8. Transfer of Payment. Transfer of payment by IOC to the local unit shall be made in the form of electronic funds transfer (EFT). Nothing in this section or this Agreement shall limit the ability of either party to modify this Agreement at a later date in order to provide for an alternative method(s) of payment transfer.
9. IOC Refunds. If IOC determines that a payment is erroneous or otherwise not due to the local unit, IOC will process a refund of the offset, and refund the amount offset to the debtor. In the event the refund results in only a partial refund to the debtor, IOC will retain the fee referenced in Article III, Paragraph B, Section 2 above. The fee will only be refunded to the debtor in the event of a full refund of the offset amount.
10. Local Unit Refunds. The local unit is responsible for refunding monies to the debtor, including any and all administrative fees collected by IOC, if

an offset occurred due to inaccurate debt information or over collection, and the local unit has already received payment from IOC. IOC will only refund monies in the event that a payment has not yet been made to the local unit.

11. Third-Party Matching Services. IOC may utilize the services of a third-party vendor to assist in the identification of individual debtors. The local unit shall review and add any valid matches which result from the assistance of the third-party vendor within 30 days of receipt of the updated records. If the local unit is unable to add the valid matches within 30 days of receipt of the updated records, the chief officer must notify IOC as to the reason the local unit is not able to add the records in addition to a time frame for adding the records in the future.

Article IV – Permissible Use of Information

IOC acknowledges that the local unit is providing sensitive information about local debts for the purpose of conducting offsets under the Agreement. As such, IOC will use the information solely in connection with the Local Debt Recovery Program. IOC shall safeguard the local information in the same manner as it protects State debt information.

The local unit acknowledges that IOC is providing sensitive information about State payments for the purpose of conducting offsets under the Agreement. As such, the local unit will use the information solely in connection with the Local Debt Recovery Program. The local unit shall safeguard State information in the same manner as it protects local debt information.

The parties may use information in any litigation involving the parties, when such information is relevant to the litigation.

Article V – Term of the Agreement and Modifications

The Agreement becomes effective as of the Effective Date and shall remain in effect until it is terminated by one of the parties. Either party may terminate this Agreement by giving the other party written notice at least thirty (30) days prior to the effective date of the termination. Any modifications to the Agreement shall be in writing and signed by both parties.

Article VI – No Liability to Other Parties

Except for the fees described in Article III, paragraph B, Section 2 above, each party shall be responsible for its own costs incurred in connection with the Agreement. Each party shall be responsible for resolving and reconciling its own errors, but shall not be liable to any other parties for damages of any kind as a result of errors. Each party shall be liable for the acts and omissions of its own employees and agents. The Agreement does not confer any rights or benefits on any third party.

Article VII – Issue Resolution

The parties acknowledge that IOC is ultimately responsible for the development, design and operation of the System. Subject to that understanding, the parties agree to work cooperatively to resolve any matters that arise during the development, design and implementation of the program. If an issue cannot be resolved informally by mutual agreement of staff personnel, then the parties agree to elevate the issue to a senior level manager for resolution of the issue. For purposes of the Agreement, the “senior level managers” are:

1. IOC: Cesar Orozco, Director – Department of Government and Community Affairs
2. Local Unit: Taunya Fischer, Finance Director

Article VIII – Contacts

The points of contacts for this Agreement are:

IOC: Debjani Desai, General Counsel
Illinois Office of the Comptroller
100 West Randolph St., Suite 15-500
Chicago, Illinois 60601
Phone: 312/814/1400
Fax: 312/814/0957
E-mail: Debjani.Desai@illinoiscomptroller.gov

Local Unit: Julie Tappendorf, Partner
Ancel Glink
140 South Dearborn Street, 6th Floor
Chicago, IL 60603
312-604-9182
jtappendorf@ancelglink.com

Article IX – Acceptance of Terms and Commitment

The signing of this document by authorized officials forms a binding commitment between IOC and the Village of Gilberts. The parties are obligated to perform in accordance with the terms and conditions of this document, any properly executed modification, addition, or amendment thereto, any attachment, appendix, addendum, or supplemental thereto, and any documents and requirements incorporated by reference.

By their signing, the signatories represent and certify that they possess the authority to bind their respective organizations to the terms of this document, and hereby do so.

[Signature Page Follows]

IN WITNESS WHEREOF, the Illinois Office of the Comptroller and the Village of Gilberts by the following officials sign their names to enter into this agreement.

ILLINOIS OFFICE OF THE COMPTROLLER

By: _____

Date: _____

Name: Susana A. Mendoza

Title: Comptroller

VILLAGE OF GILBERTS

By: _____

Date: _____

Name: Guy Zambetti

Title: Village President



Village of Gilberts

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To: President Zambetti & Board of Trustees
From: Brian Bourdeau, Village Administrator
Aaron Grosskopf, Public Works Director
Date: May 3rd, 2022 Village Board Meeting
Re: Item 6.A: Presentation of New Village Park Plan

Background:

The Village has three main parks that it maintains, primarily throughout the spring, summer and fall months. These parks are Waitcus Park, Town Center Park, and Memorial Park. The Village has been moving toward making investments in beautification and upgrades to our parks, which correlates to increased operation and maintenance on behalf of the Public Works Department.

In the past the Village has performed park tasks as a general duty along with other streets and building maintenance tasks. Due to this reason the Public Works Department will be implementing a new parks program this year dedicating a single employee, with the additional assistance of a seasonal worker (if applicable) to work solely on Village Parks throughout the summer months.

Parks Plan & Goal:

After last parks season and heading into the new budget season, the Public Works Department set to develop a plan to increase the usability, cleanliness and beauty of the Village Parks in the next season. A plan was created between the PW staff to formally dedicate a PW employee to park tasks and utilize the next budget cycle to outfit them with the tools needed to succeed. With this new plan in place and approved budget heading into the new season the first steps are in action.

The overall goal of this new take on Park Maintenance will be to increase the beauty, cleanliness and integrity of the Village Parks. Moving forward into the season the Public Works Dept. will be dedicating a full-time employee, fully outfitted with the necessary equipment to handle the mowing, weed whipping and other general maintenance tasks through all park locations. This employee will be assigned daily, weekly, and monthly tasks for each park that should be completed. We also plan to provide additional assistance to the full-time park's employee during the summer months if we are able to secure seasonal help.

Along with their general duties to maintaining the parks, the parks employee will be the primary individual involved in receiving training from the Bison's Baseball Organization which was outlined in the field maintenance understanding.

We hope this new strategy, we hope to fully realize the beauty of Village Parks for our residents to enjoy.