

**VILLAGE OF GILBERTS**

**RESOLUTION 01-2021**

**A RESOLUTION AUTHORIZING APPROVAL OF AGREEMENTS WITH MIDWEST POWER VAC AND WATER SURPLUS FOR THE REMOVAL AND REPLACEMENT OF WATER SOFTENER MEDIA IN AN AGGREGATE AMOUNT NOT TO EXCEED \$33,000**

**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 FY2021 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 obtained multiple quotes for the removal and replacement of the softener medium with the low quote for removal being provided by Midwest Power Vac and for replacement by Water Surplus.

**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 Midwest Power Vac and Water Surplus for the removal and replacement of water softener media in an aggregate amount not-to-exceed \$33,000.

**Section 3. Waiver of Competitive Bidding.** To the extent any competitive bidding requirements apply to the agreements with Midwest Power Vac and 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 5 day of Jan. 2020.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Dan Corbett	✓	_____	_____	_____
Trustee Kurt Kojzarek	✓	_____	_____	_____
Trustee Nancy Farrell	✓	_____	_____	_____
Trustee Jeanne Allen	✓	_____	_____	_____
Trustee Lou Hacker	✓	_____	_____	_____
Trustee Guy Zambetti	✓	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED THIS 5 DAY OF Jan., 2021

  
 \_\_\_\_\_  
 Village President, Rick Zirk



ATTEST:   
 Courtney Baker, Village Clerk



# WATERSURPLUS®

9 December 2020  
Zach Ruemelin  
Village of Gilberts, IL 60136  
[zruemelin@villageofgilberts.com](mailto:zruemelin@villageofgilberts.com)

Re: Service Quote #20-1209-02G

Mr. Ruemelin,

WaterSurplus is pleased to offer site services for the completion of resin and gravel replacement to restore the Village of Gilberts Water Treatment Facility Filter #1 to near design criteria. The scope of services offered in this quotation include supervision and labor for removal and replacement of all the media in one pressure filter vessel. WaterSurplus will refill and condition the new media and assist the village with sanitizing during initial regeneration. WaterSurplus will provide an experienced and qualified service engineer for the duration of the project.

Regards,

*Tim Hackbarth*

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



## WATERSURPLUS®

Direct 815.240.3713 | Office 815.636.8833 | Email [thackbarth@watersurplus.com](mailto:thackbarth@watersurplus.com)  
726 Beacon Street, Loves Park, IL 61111 | [watersurplus.com](http://watersurplus.com)



# WATERSURPLUS®

## I. FILTER MEDIA

### A. LABOR AND TOOLS

During the resin replacement, WaterSurplus personnel will assist the vac servicing company hired by the village with removing the media using 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 unloading and 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.

### B. MEDIA AND CONSUMABLES

WaterSurplus will install 312 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 media. 312 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.

## II. PRICING

Labor, expenses, and tools:	\$6,950
Medias and Consumables:	\$21,250
<b>Total:</b>	<b>\$28,200</b>

## III. 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.



# 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 quote is valid for 90 days. Pricing is valid for a one-year period starting at receipt of order.

## IV. TERMS

- An invoice shall be issued by WaterSurplus after the services are completed.
- Payment terms are net 30 days from date of invoice.

## V. WARRANTY

No warranty is offered for these services.

## VI. SCHEDULE

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

Email: [Ktreptow@watersurplus.com](mailto:Ktreptow@watersurplus.com)

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

Direct: 815-240-3709

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.



Proposal For: GILBERTS, VILLAGE OF  
ZACH John Castillo  
73 INDUSTRIAL DR  
GILBERTS, IL 60136  
Phone: 847-428-4167  
jcastillo@VILLAGEOFGILBERTS.COM

Laura March  
Evoqua Water Technologies  
650 South Schmidt Road, Suite B  
Bolingbrook, IL 60440  
Phone: +1 (815) 921-8112  
laura.march@evoqua.com

## Item Pricing Summary

Item	Part No Description	Qty	Net Price	Ext. Price
1	<b>W2T355148</b> RESIN PUROLITE C100E (Na) CATION [1 Reference #: 109000197	347 EA	\$79.17	\$27,471.99
2	<b>W3TSP5190</b> LABOR FOR RESIN REMOVAL Reference #: LABOR-SERVICE/REPAIR  * 12 HOUR DAY NEEDED FOR REMOVAL * CUSTOMER TO PROVIDE SCAFFOLD OR PLATFORM TO GET TO MANWAY * CUSTOMER TO PROVIDE 20 YARD ROLL OFF BOX FOR REMOVED RESIN	1 H	\$6,500.00	\$6,500.00
3	<b>W3TSP5190</b> LABOR FOR SERVICE AND/OR REPAIR OF EQUIP Reference #: LABOR-SERVICE/REPAIR  * SUPERVISOR OF RESIN REMOVAL * INSTALLATION OF NEW RESIN * START UP OF VESSEL	1 H	\$15,300.00	\$15,300.00
4	<b>W3TSP5080</b> SHIPPING & HANDLING - ESTIMATE Reference #: S&H	1 H	\$750.00	\$750.00

Currency: USD

**Total Net Price: \$50,021.99**

**Proposal Notes**  
**SCOPE OF WORK: RESIN REPLACEMENT FOR ONE VESSEL**

Determination of suitability of the material provided under this quote for any use by Buyer shall be the sole and exclusive responsibility of Buyer.

## Payment Terms and Delivery

### PO Terms

Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods and/or services provided under the Contract, including any export license requirements. Purchaser agrees that such goods and/or services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

### Shipping Information

- Prepaid and Add: Shipping and Handling Fee to be added
- Freight will be billed at actual charges paid to carrier plus current handling charges unless freight is prearranged and paid for by the customer.

### Terms

- This quote is valid until 12-31-2020
- Payment terms are N30 - Net 30 days with proper credit, and are subject to the attached Evoqua Water Technologies Terms and Conditions
- Pricing listed does not include applicable sales tax.
- New customers are pre-approved to \$1,000. All others will need to fill out a credit application and submit a hardcopy PO (or a "No PO Form").
- If your company is Tax Exempt, a Tax Exempt Number must be provided.  
Tax Exempt Number: \_\_\_\_\_
- If your company is Tax Exempt, a Certificate must be provided.
- Purchase Order:  
Customer must provide a hard copy Purchase Order reflecting Net 30 days terms for all services/equipment greater than \$2500.00. If paying by credit card in lieu of a Purchase Order, the customer must complete the Order Acknowledgement form attached/below.
- We require hard documentation of your ordering for Evoqua to process your order. For your convenience, we can start processing your order by signing and returning:  
Fax to:  
or Email to: [laura.march@evoqua.com](mailto:laura.march@evoqua.com)
- You may also mail this to:  
Evoqua Water Technologies  
650 South Schmidt Road, Suite B  
Bolingbrook, IL 60440

#### **Standard Terms of Sale**

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.
10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.
11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for



Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Accepted by: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

# Midwest Power Vac

P.O. Box 728  
Antioch, IL. 60002

# Estimate

Date	Estimate No.
12/10/2020	17-192240

### Name/Address

Village of Gilberts  
87 Galligan Road  
Gilberts, IL. 60136

### Project

Village of Gilberts  
320 Frontage Road  
Villa Park,, IL

### Description

#### Fresh Water Well

114" diameter X 67-3.4" deep  
Media resin sand and gravel = 14.56 cu yards or approximately 21.75 Tons

#### One Tank:

Travel to & from site = \$650.00  
Vacuum & labor = \$1,973.25  
Dumpster & liners = \$534.00  
Set up and take down = \$143.00  
Haul to landfill = \$300.00  
Total \$4,566.75

Phone #

8473950227

E-mail

mwpowervac@gmail.com

# Midwest Power Vac

P.O. Box 728  
Antioch, IL. 60002

# Estimate

Date	Estimate No.
12/10/2020	17-192241

## Name/Address

Village of Gilberts  
87 Galligan Road  
Gilberts, IL. 60136

## Project

Village of Gilberts  
320 Raymond Drive  
Gilberts, IL 60136

## Description

### Fresh Water Well

114" diameter X 67-3/4" deep  
Media resin sand and gravel = 14.56 cu yards or approximately 21.75 Tons

One tank:  
Travel to & from site = \$650.00  
Vacuum and labor = \$1,973.25  
Dumpsters & liners = \$534.00  
Set up and take down = \$143.00  
Haul to landfill = \$300.00  
Loader = \$1,329.00  
Total = \$5,895.75

Phone #	E-mail
8473950227	mwpowervac@gmail.com



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*Industrial Cleaning • Vacuum Truck Service • Lab Packs • Used Oil Collection • Antifreeze Recycling • Parts Cleaners  
• Remediation • Site Investigations*

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December 10, 2020

Village of Gilberts Water Treatment Plant  
320 Raymond Dr.  
Gilberts, IL. 60136  
Attn: Zach Reumelin

**Re: Confined Space Entry: Tank Cleaning & Filter Removal**

Dear Mr. Ruemelin,

Heritage Crystal Clean (HCC), is one of the market leaders in the United States that provides off-site recycling and other ancillary services to our commercial customers. All our facilities and vehicles are fully permitted and compliant under Federal, State and Local agencies. In addition to your tank cleaning project HCC services also includes:

- *Used oil collection and recycling*
- *Chemical lab packaging*
- *Spent antifreeze collection and recycling*
- *Industrial cleaning*
- *Oil/water Separator cleaning*
- *Remediation services*
- *Emergency response services*

Thank you for giving HCC an opportunity to be your "Single Source" environmental service provider. Our personal commitment to you is to exceed your expectations and deliver the best service possible.

**Pat Richards**  
Branch Sales Manager  
C. 224 230-2894  
[patrick.richards@crystal-clean.com](mailto:patrick.richards@crystal-clean.com)

**Joe Licari**  
Field Service Manager  
C. 312 898-1983  
[joseph.licari@crystal-clean.com](mailto:joseph.licari@crystal-clean.com)

**Scope of Work:**

HCC will provide labor and equipment to perform the following scope of work:

- Mobilization and demobilization to your facility located in Gilberts, Illinois. Utilize high- end vacuum unit to remove the sand and gravel filter media. Decontamination of the tank will be performed utilizing OSHA required Confined Space Entry procedures as found in 29 CFR 1910.146. This will include extraction, back up self-contained breathing apparatus (SCBA) personnel protective equipment, stand-by rescue personnel, atmospheric monitoring, mechanical ventilation and appropriate confined space entry permits. There will be two entrants in respirators rotating inside the tank with safety attendants in respirators outside. The tank will be continuously monitored with a 4-gas meter during site activities.
- Transportation and disposal of filter media: HCC understands there is approximately 5,000 gallons of material currently in the tank. The waste requires pumping into the high-end vacuum tanker for transportation to the receiving facility. HCC will complete waste profile forms (based on generator knowledge and/or waste characterization analytical results or Safety Data Sheets), shipping manifests, land ban restriction forms, and any other documentation to secure waste approval.

**Project Pricing**

DESCRIPTION	PRICE	UNIT	EST. QTY	EST. COST
Roll off box delivery and transportation	\$2460	lump sum	1	\$ 2,460.00
Blower truck	\$3185	lump sum	1	\$ 3,185.00
Vacuum box	\$200	lump sum	1	\$ 200.00
OSHA trained confined space entry crew	\$1365	lump sum	1	\$ 1,365.00
Disposal- 12 ton maximum	\$950	lump sum	1	\$ 950.00
Tanker washout and manifest	\$210	lump sum	1	\$ 210.00
<b>Project Subtotal</b>				\$ 8,370.00
<i>Energy and Insurance Fees</i>				\$ 165.00
<b>Project Estimate</b>				\$ 8,535.00

*Above-stated estimate is based on projects of similar size and scope and are subject to change based on actual site conditions. Costs will be billed on a time-and-material basis as indicated in the above pricing table. Actual costs may exceed or be less than estimated. The client will be notified prior to exceeding the estimate cost above.*

**Caveats:**

- A water and electric source will be provided by client.
- An unimpeded access to the tank will be provided by client.



- A 12-ton legal maximum weight applies to the vacuum box. If any additional material requires disposal it will be placed into a CY box at additional cost.
- Disposal costs are based upon acceptance of the waste by the receiving facility. This estimate assumes the materials are NON-RCRA, NON-Radioactive and NON-Infectious
- Our quotation is based upon work proceeding from the start to the finish without intermediate mobilizations or without downtime due to circumstances beyond HCC's control. It does not include any costs for relocating machinery, equipment or miscellaneous debris which may interfere with the work progress.
- This proposal is based on providing services during the normal workday week consisting of Monday through Friday. Services required on weekends or holidays are subject to additional costs.
- Confined Space Entry activity is included in the proposal.
- Client will provide lockout-tagout instructions if required.
- Price is firm for 45 days

Heritage Crystal-Clean, LLC. appreciates the opportunity to present this proposal. We sincerely look forward to performing this project. Should you require any further information or have any questions, please do not hesitate to call.

**Authorization to Proceed**

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

*Village of Gilberts*

*Heritage Crystal Clean, LLC.*

\_\_\_\_\_

\_\_\_\_\_

**Signature**

**Signature**

\_\_\_\_\_

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**Print Name and Title**

**Print Name and Title**

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**Date Signed**

**Date Signed**

*Heritage Crystal-Clean 1585 High Point Drive, Elgin, IL, 60123*



December 8, 2020

## GLPV BUDGETARY PROPOSAL

Zach Ruemelin  
Village of Gilberts  
87 Galligan Road  
Gilberts, IL 60136

Dear Zach:

Great Lakes Power Vac (GLPV) is pleased to submit to the Village of Gilberts this budgetary proposal for vacuuming services. GLPV has been providing vacuuming, hydro-excavation and water blasting services to industrial, commercial, municipal, and government clients for over 15 years. GLPV is signatory to the Operators Local 139 and Teamsters Local 200 unions. The following sections describe our current understanding of the project, proposed scope of services, work plan and estimated project costs.

### **BACKGROUND:**

Based on our email correspondences, it is our understanding that the Village of Gilberts is looking for vacuuming support in relation to a water filtration project. The project is for the Village of Gilberts. They have a 9-foot by 9-foot filter vessel that contains approximately 320 cubic feet of resin media and 90 cubic feet of sand and gravel. There is a manway near the top of the vessel to access the media. GLPV will need approximately 75 feet of hose to reach the filter. The media is contaminated with radium. There are low levels of radium 226 and 228 in the media. GLPV is providing this budgetary proposal to vacuum the media from the filter and dispose of the material at a landfill.

### **SCOPE OF WORK:**

GLPV will provide a Model 5027 Super Sucker® vacuum truck with a two-man crew, required hose, and other miscellaneous equipment for the purpose of vacuuming the water filter. GLPV will vacuum the media into its truck and haul it for disposal at a landfill. Because of Illinois weight limits, GLPV will need to haul the media in two to three loads. GLPV is currently in discussion with the Winnebago Landfill in Rockford, IL. GLPV is waiting on confirmation as to whether the landfill can accept the media for disposal, and, if it can, what the disposal cost will be for the media.

GLPV will provide the following equipment and labor to perform the stated work:

- Equipment will include:
  - Vacuum Truck
  - Vacuum hose and pipe
  - Service Vehicle
  - Miscellaneous hand tools, PPE and other equipment.
- All labor to complete the vacuuming.

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**WORK PLAN:**

As proposed, all work will be performed on non-holiday weekdays with work taking place between the approximate hours of 7:00 AM – 5:30 PM CST. GLPV will arrange for disposal at the landfill if it will accept the media. GLPV will need to get a sample of the media at least a month before the vacuuming is to occur. GLPV will have analytical performed on the media. As long as the results of the testing are within acceptable parameters for the landfill, GLPV will establish a profile for disposal. Once the profile is established, GLPV will vacuum the media and transport it for disposal. Because of the volume of media and Illinois weight limits, GLPV estimates the project would take two shifts to complete.

The proposed sequence of work is as follows:

- Mobilize labor and equipment to job site.
- Perform on-site safety meeting.
- Set up vacuum equipment.
- Establish exclusion zone.
- Vacuum the debris from the filter tank.
- Dispose of material.
- Demobilize equipment and labor.

**KEY ASSUMPTIONS:**

The total project cost is based on the following assumptions. Deviations from these assumptions will result in adjustments to the final project cost.

1. Another contractor will open the top hatch on the tank prior to GLPV arriving. Another contractor will also provide and install scaffolding for GLPV to gain access to the tank hatch.
2. GLPV will not need more than 100 feet of hose to reach the filters.
3. There will be a water source onsite that GLPV can use in its vacuuming process.
4. The proposal is contingent upon Winnebago Landfill accepting the media for disposal. GLPV assumes TCLP metals testing and a paint filter test will be needed in addition to the radium test results that were already performed. All disposal and analytical costs in this proposal are estimates. A formal proposal will be issued only after confirmation of landfill acceptance of the media and a quote for the cost to dispose of the material.
5. Samples of the media will be need at least one month prior to vacuuming for analytical to be performed.
6. The landfill may require DNR approval for disposal of the waste.
7. For estimating purposes, GLPV assumes it will need to dispose of 4,000 gallons of media.
8. The vacuum truck will need to be decontaminated at the end of the project. The quoted time-and-materials rates for the truck and crew will apply in addition to the stated cost of the truck wash itself.



**Project Cost Estimate**

GLPV is providing a budgetary cost estimate for vacuuming the material and disposing of it offsite. GLPV estimates the work can be completed in two shifts onsite. The final bill will be based upon the actual hours and resources used.

Super sucker vacuum truck with a two-man crew (ST)	\$ 237.00 / hour
Super sucker vacuum truck with a two-man crew (OT)	\$ 280.00 / hour
Service Vehicle & Vacuum Hose/Pipe	\$ 250.00 / shift
Travel & Mobilization	Portal to Portal
Analytical and Profiling of Waste	\$ 650.00
Disposal of media	\$ 1.00 / gallon
Per Diem	\$ 150.00 / person /night
Project Management	\$ 100.00 / hour
Truck Wash	\$ 175.00

**Estimated Cost: \$ 11,800.00**

All time after 8 hours on weekdays and all day Saturday are billed at overtime rates. All work on Sundays and holidays is billed at double-time rates.

**NOTES AND CONDITIONS:**

1. All work will be performed during daylight hours. Night shift work can be provided at additional cost if required.
2. Customer will supply all utilities (i.e. water, electricity, etc.)
3. There is a four-hour minimum on all dispatched crews. The project will be billed on a time-and-materials basis. Travel time charges are portal-to-portal.
4. Work at site will be completed in a level of personal protection equipment (PPE) not to exceed modified Level C. Upgrades to PPE as a result of site conditions warrant additional surcharges.
5. It is of the utmost importance to Great Lakes Power Vac that all OSHA guidelines are followed in all work we perform; therefore, we reserve the right to refuse any work that places our personnel in harm's way.
6. GLPV will not be responsible for damage caused to grass or other surfaces from GLPV's truck driving or parking on the surfaces.
7. This quote is weather permitting. GLPV reserves the right not to perform work on consecutive days due to adverse weather conditions, including, but not limited to, high winds, excessive heat, rain, snow, and freezing temperatures.
8. Above pricing does not include applicable taxes, if any.
9. The proposal is valid for 30-days from date of issuance.
10. Payment terms are net 30 days from date of invoice (subject to credit approval).

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Great Lakes Power Vac LLC • W228 N2792 Duplainville Road Unit G • Waukesha, WI 53186  
Phone 262-542-5542 • Fax 262-542-5510

**\*\*This proposal is provided for budgetary purposes only. Upon confirmation of landfill acceptance and disposal pricing for the waste, a formal proposal will be issued for completion of the work.\*\***

Please do not hesitate to contact me if I may be of any further assistance.

Sincerely,

GREAT LAKES POWER VAC LLC

A handwritten signature in cursive script that reads "Robert Towey".

Robert Towey