

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).

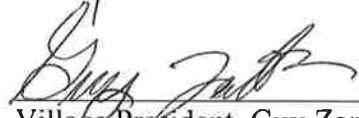
Section 4. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

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

County, Illinois, this 3 day of May 2022.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Dave LeClercq	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Dan Corbett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Justin Redfield	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Jeanne Allen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Lou Hacker	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trustee Brandon Coats	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
President Guy Zambetti	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

APPROVED THIS 3 DAY OF May, 2022



Village President, Guy Zambetti





Courtney Baker, Village Clerk



SERVICE PROPOSAL #22-104

Date: April 22, 2022

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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: _____