

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.

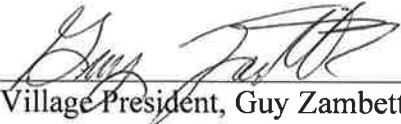
Section 3. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

PASSED BY ROLL CALL VOTE OF THE BOARD OF TRUSTEES of the Village of Gilberts, Kane County, Illinois, this 3 day of May, 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	_____	_____	_____	_____



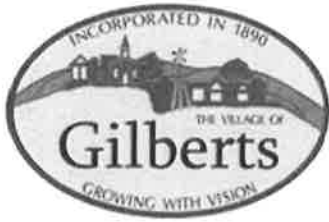
APPROVED THIS 3 DAY OF *May*, 2022


Village President, Guy Zambetti

(SEAL)
ATTEST:


Village Clerk, Courtney Nicholas

Exhibit A
Agreement



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

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**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

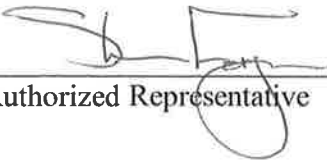
- ❖ *Project Scope-* Rework of Electrical Components in the Two (2) Aerobic Digesters and Two (2) Clarifiers.
- ❖ *Aerobic Digesters*
 - *Work to Include the following:*
 - Disconnect and remove existing conduits, wires, outlets, lighting and switches in both aerobic digesters.
 - Furnish and install 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

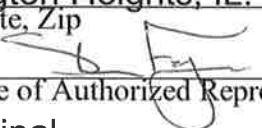
DRUG FREE WORKPLACE CERTIFICATION

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.

April 26th, 2022

Address 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

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

Clarifier 1 & 2	Total Material	Total Labor	Total Price
	\$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:	

Alterations/Substitutions

N/A

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

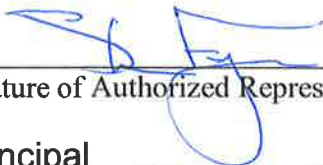
825 W. University Dr.

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