



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Well #10 Rehabilitation		
Presenter & Title:	Bob VanGyseghem, Superintendent of Water and Wastewater.		
Date:	1/29/2020		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EMS II			
Estimated Cost: \$59,369.00		Budgeted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
Executive Summary:			
<p>Well #10, located at 252 Westhaven Circle, failed in the middle of November. Prior to the failure, the well was operating on average 10 hours per day. The well was last rehabilitated in 2011 and prior to that in 2000. Every ten years is the average length of time before rehabilitation is needed on all of our wells that are used year round. Staff prepared a bid spec to pull the pump and motor. The bid was advertised in the Daily Herald and the City web site. Four bids were received on January 21st with the low Base Bid provided by Municipal Well & Pump, Waupun, Wisconsin in the amount of \$43,035.00. Additional items to be included at this time are costs for a replacement pump bowl assembly, additional test pumping, and bailing the well to remove material at the bottom of the well. Total cost for these additional items is \$16,334.00. If the motor cannot be repaired, staff will return to the City Council at a later date for approval of a replacement motor. The cost to rehabilitate the well will be paid for within the existing budget and be reflected in a future budget amendment if necessary.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution • Bid Tabulation 			
Voting Requirements:			
<p><i>This motion requires <u> 6 </u> affirmative votes for passage.</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie votes; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how item should be listed on agenda)</i>			
Staff requests that the City Council authorize the City Administrator to enter into a contract with Municipal Well & Pump in an amount not-to-exceed \$59,369.00			

RESOLUTION NO. 2020/32

**RESOLUTION AUTHORIZING EXECUTION OF
Contract for Well #10 Rehabilitation**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, a contract with Municipal Well & Pump, for the rehabilitation of Well #10.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this ____ day of _____, 2020

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this ____ day of _____, 2020.

Mayor

ATTEST:

City Clerk

WELL #10 REHABILITATION BID TABULATION						
ITEM DESCRIPTION	QTY	UNITS	Municipal Well & Pump	SUEZ - Water Well Solutions	Cahoy Group	Layne
BASE BID						
Mobilization and Clean-up	1	LSUM	\$6,230.00	\$1,500.00	\$6,950.00	\$3,640.00
Pulling the Pump and Motor	1	LSUM	\$2,570.00	\$4,500.00	\$5,100.00	\$2,650.00
Sandblast Column Pipe	80	LF	\$1,520.00	\$1,120.00	\$2,300.00	\$1,200.00
Epoxy Coating to Interior & Exterior of Column Pipe	80	LF	\$1,520.00	\$3,600.00	\$2,400.00	\$1,200.00
Rethreading Column Pipe	4	EA	\$300.00	\$372.00	\$360.00	\$600.00
10". Schedule 40. Column Pipe	40	LF	\$1,760.00	\$3,800.00	\$1,880.00	\$1,560.00
Couplings	2	EA	\$390.00	\$286.00	\$300.00	\$480.00
10" Lakewood Check Valve	1	EA	\$1,140.00	\$1,050.00	\$1,310.00	\$1,322.00
Field Inspection of Pump & Motor	1	LSUM	\$270.00	\$300.00	\$935.00	\$1,028.00
Cost to Ship Motor to Qualified Motor Repair Shop	1	LSUM	\$0.00	\$1,500.00	\$3,400.00	\$1,725.00
Rebuild Existing Motor (include Proposed Service w/Price	1	LSUM	\$12,700.00	\$14,300.00	\$7,400.00	\$21,500.00
Hypot Test Submersible Cable	1	LSUM	\$270.00	\$500.00	\$1,945.00	\$1,371.00
1/O AWG Jacketed Power Cable	10	LF	\$90.00	\$100.00	\$300.00	\$112.00
Rebuild Existing Pump	1	LSUM	\$5,930.00	\$2,200.00	\$4,190.00	\$7,190.00
Reinstall Pump & Motor; Pump Test	1	LSUM	\$5,400.00	\$8,500.00	\$8,200.00	\$6,619.00
T.V Well Survey	179	LF	\$2,685.00	\$895.00	\$1,590.00	\$1,253.00
Two (2) 1/4" Plastic Airlines Rated for 250 psi	260	LF	\$260.00	\$260.00	\$260.00	\$223.60
BASE TOTAL			\$43,035.00	\$44,783.00	\$48,820.00	\$53,673.60
ADDITIONAL ITEMS						
Replacement Pump Bowl Assembly	1	LSUM	\$10,190.00	\$13,430.00	\$12,985.00	\$14,939.00
Additional Test Pumping	8	HOUR	\$2,600.00	\$2,880.00	\$3,120.00	\$2,800.00
Bailing Well	8	HOUR	\$3,544.00	\$2,960.00	\$3,920.00	\$3,136.00
New Submersible Motor, Water Filled, Manufacturer	1	LSUM	\$23,860.00	\$26,996.00	\$25,342.00	\$25,464.00
			SME	Hitachi	SME	Pleuger
New Submersible Motor, Oil Filled, Manufacturer	1	LSUM	\$47,000.00	\$41,170.00	\$69,650.00	\$78,262.00
			SunStar Electric	SunStar Type M	Hitachi	Flowserve
Rebuilt Submersible Motor, Water Filled, Manufacturer	1	LSUM	\$12,700.00	\$20,770.00	\$22,750.00	\$21,500.00
			Pleuger-Rebuilt by SME	Hitachi	Hitachi	Pleuger
Rebuilt Submersible Motor, Oil Filled, Manufacturer	1	LSUM	\$25,760.00	\$27,690.00	No Bid	\$69,168.00
			Byron Jackson-Type M - Rebuilt by SunStar	BJ/SunStar		Flowserve

AGREEMENT

THIS AGREEMENT is dated as the 18th day of **February** in the year **2020** by and between the **City of Geneva, Illinois** (hereinafter called OWNER), and **Municipal Well & Pump** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all WORK as specified or indicated in the Contract Documents. The work for the Well 10 – Pump and Motor Rehabilitation of the proper permitting, mobilization, pulling the existing pump and motor, rehabilitation work, reinstall the pump and motor, testing and chlorination of the 100 HP Motor and 1750 GPM pump set at 130' in a shallow sand and gravel well and related work in accordance with the Contract Documents in Geneva, Illinois.

Article 2. ENGINEER

The City of Geneva, Illinois (hereinafter called OWNER), will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the WORK in accordance with the Contract Documents.

Article 3. CONTRACT TIME

All WORK shall be substantially complete within ninety (90) calendar days of the date when Contract Time commences to run as indicated in the Notice to Proceed. All work shall be at Final Completion and ready for Final Payment within one hundred twenty (120) calendar days of the date when Contract Time commences to run.

3.1 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the WORK is not completed within the time specified in Article 3 above, plus any extensions thereof allowed in the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in Article 3 for Substantial Completion until the WORK is fully operational and tested. The CONTRACTOR shall pay the OWNER an additional Five Hundred Dollars (\$500.00) for each day that expires after the time specified in Article 3 for Final Completion until WORK is accepted by OWNER.** At the option of the OWNER damage amounts may be deducted, on a monthly basis, from the contract balance.

3.2 The contract time may be changed only by a change order. For each change order, CONTRACTOR shall submit to the OWNER for review, sufficient reason for delay to enable the OWNER to ascertain the necessity and reasonableness of the delay, and the allow ability and eligibility of delay proposed.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for performance of the WORK in accordance with the Contract Documents in current funds as follows:

4.1 Payment shall be made on the basis of the monthly estimates of partial completion, approved by the OWNER, except as otherwise provided in the detailed specifications for each class of WORK.

- 4.2 The contract price may be changed only by a change order. For each change order, CONTRACTOR shall submit to the OWNER for review, sufficient cost and pricing data to enable the OWNER to ascertain the necessity and reasonableness of costs and amounts proposed, and the allow ability and eligibility of costs proposed.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.

5.1 Progress Payments. *OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment, on or about the second Wednesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the WORK estimated by the OWNER.*

5.1.1 *Prior to Substantial Completion progress payments will be in an amount equal to 90% of the WORK completed, and 90% of materials and equipment not incorporated in the WORK but delivered and suitably stored, less in each case the aggregate of payments previously made.*

5.1.2 *Upon Substantial Completion and thereafter, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price.*

5.2 Final Payment. *Upon final completion and acceptance of the WORK, OWNER shall pay the remainder of the Contract Price.*

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representation:

- 6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, WORK, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the WORK.
- 6.2 CONTRACTOR has studied carefully all available reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the WORK which were relied upon by OWNER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 6.2 as he deems necessary for the performance of the WORK at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- 6.6 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the

OWNER shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

- 6.7 The award or execution of all subcontracts by a prime CONTRACTOR and the procurement and negotiation procedures used by such prime CONTRACTOR in awarding or executing such subcontracts shall comply with:
- 6.7.1 All provisions of federal, State and local law,
 - 6.7.2 All provisions of Illinois Administrative Code Title 35 Section 365.620 with respect to fraud and other unlawful or corrupt practices;
 - 6.7.3 All provisions of Illinois Administrative Code Title 35 Section 365.620 with respect to access to facilities, records and audit or records; and
 - 6.7.4 The provision requiring a certification of compliance with federal Executive Order 12549 regarding debarment, suspension and other responsibility matters.
- 6.8 CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- 7.1 This Agreement.
- 7.2 Notice of Award.
- 7.3 General Conditions.
- 7.4 General Project Specifications.
- 7.5 CONTRACTOR's Proposal
- 7.6 Addenda No's 1

Article 8. MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 All claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of, or relating to this subagreement or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Illinois.

limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.4 All claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of, or relating to this subagreement or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Illinois.

Article 9. OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement shall become effective on 2/18, 2020.

OWNER
City of Geneva, Illinois
by *Stephan M*
City Administrator

(Corporate Seal)

CONTRACTOR
MIDWEST WELL SERVICES, Inc.
d/b/a MUNICIPAL WELL PUMP
by *Donald W. Rens*
DONALD W. RENS, PRESIDENT

(Corporate Seal)

Attested
by *Reza* *[Signature]*
City Clerk



Address for Giving Notices

City of Geneva
1800 South Street
Geneva, Illinois 60134

Attested
by *Gretchen R. Schaver*



Address for Giving Notices

Municipal Well & Pump
1212 Storbeck Drive
P.O. Box 311
Waupun, WI 53963

END 00500

Notice of Award

Date: February 18, 2020

To: Municipal Well & Pump
1212 Storbeck Drive
Waupun, WI 53963

Project: City of Geneva – Well 10 Pump and Motor Rehabilitation

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your bid has been accepted for items in the amount of **Fifty-Nine Thousand Three Hundred Sixty-Nine and no cents. (\$59,369.00).**

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within ten (10) calendar days from the date of this Notice of Award.

If you fail to execute said agreement and to furnish said BONDS within ten (10) days from the date of this Notice, OWNER will be entitled to consider all of your rights arising out of the OWNER'S acceptance of your BID as abandoned, and as a forfeiture of your BID BOND. The OWNER will be entitled to any other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 18 day of February, 2020

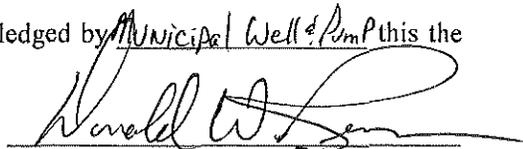
City of Geneva, Illinois



Superintendent of Water & Wastewater

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Municipal Well & Pump this the 18th day of FEBRUARY, 2020.



(Name) Donald W. Rens
(Title) PRESIDENT

GENERAL CONDITIONS

PREVAILING WAGES

Please be aware of the following two requirements of the Illinois Department of Labor for the Contractor and every Subcontractor working on public improvement projects in Illinois. There will be no exception to these Public Acts under this contract. Starting from the date the Notice to Proceed is issued, the Contractor and the Subcontractor will submit certified payroll records every calendar month for work done on this project as stated below.

- A. CERTIFIED PAYROLL REQUIREMENTS (PUBLIC ACT 94-0515): Effective August 10, 2005, Contractors and Subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number (the last four (4) digits is sufficient), job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records, and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number, and social security number. Any Contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

- B. INCREASED PENALTIES FOR PREVAILING WAGE VIOLATION (PUBLIC ACT 94-0488): Effective January 1, 2006, penalties for violations of the Prevailing Wage Act will be 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers for each month the wages remain unpaid.

For violations that occur after January 1, 2006, the debarment period—during which Contractors are ineligible for public works contracts—increases from 2 years to 4 years if two notices of violation are issued/serious violations occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against Contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.state.il.us/Agency/IDOL/rates/Rates.htm>. All contractors and subcontractors rendering services under this contract shall comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

PLUMBING

The City of Geneva does not feel that this section applies to the work as specified but will leave it in just in case.

The ILLINOIS PLUMBING LICENSE LAW (225 ILCS 320/), and the ILLINOIS PLUMBING CODE (ILPC), shall govern in so far as they apply. Attention shall be placed on of the following:

ILLINOIS PLUMBING LICENSE LAW (225 ILCS 320/29.5):

Sec. 29.5. Unlicensed and unregistered practice; violation; civil penalties.

(a) A person who practices, offers to practice, attempts to practice, or holds himself or herself out to practice as a plumber or plumbing contractor without being licensed or registered under this Act, shall, in addition to any other penalty provided by law, pay a civil penalty to the Department in an amount not to exceed \$5,000 for each offense as determined by the Department. The civil penalty shall be assessed by the Department after a hearing is held in accordance with the provisions set forth in this Act regarding the provision of a hearing for the discipline of a licensee or registrant.

(b) The Department has the authority and power to investigate any person who practices, offers

to practice, attempts to practice, or holds himself or herself out to practice as a plumber or plumbing contractor without being licensed or registered under this Act, or as an irrigation contractor without being registered under this Act.

(c) The civil penalty shall be paid within 60 days after the effective date of the order imposing the civil penalty. The order shall constitute a judgment and may be filed and execution had on the judgment in the same manner as a judgment from a court of record. All fines and penalties collected by the Department under this Section of the Act and accrued interest shall be deposited into the Plumbing Licensure and Program Fund for use by the Department in performing activities relating to the administration and enforcement of this Act.

(d) A person who practices, offers to practice, or holds himself or herself out to practice as an irrigation contractor without being registered under this Act shall be subject to the following:

(1) For a first offense:

(A) Where no violations of the Illinois Plumbing Code are found, the person shall pay a civil penalty of \$1,000 and may be referred to the State's Attorney or the Attorney General for prosecution under Section 29 of this Act.

(B) Where violations of the Illinois Plumbing Code are found, the person shall pay a civil penalty of \$3,000 (the amount of \$3,000 may be reduced to \$1,000 upon the condition that the unregistered person pays for a licensed plumber who is acceptable to the other party to the original contract or agreement to correct the violations of the Illinois Plumbing Code) and may be referred to the State's Attorney or the Attorney General for prosecution under Section 29 of this Act.

(2) For a second offense:

(A) Where no violations of the Illinois Plumbing Code are found, the person shall pay a civil penalty of \$3,000 and may be referred to the State's Attorney or the Attorney General for prosecution under Section 29 of this Act.

(B) Where violations of the Illinois Plumbing Code are found, the person shall pay a civil penalty of \$5,000 (the amount of \$5,000 may be reduced to \$3,000 upon the condition that the unregistered person pays for a licensed plumber who is acceptable to the other party to the original contract or agreement to correct the violations of the Illinois Plumbing Code) and may be referred to the State's Attorney or the Attorney General for prosecution under Section 29 of this Act.

(3) For a third or subsequent offense, the person shall pay a civil penalty of \$5,000 and be referred to the State's Attorney or the Attorney General for prosecution under Section 29 of this Act.

(e) A registered irrigation contractor, firm, corporation, partnership, or association that directs, authorizes, or allows a person to practice, offer to practice, attempt to practice, or hold himself or herself out to practice as an irrigation employee without being registered under the provisions of this Act, shall be subject to the following:

(1) For a first offense, the registrant:

(A) shall pay a civil penalty of \$5,000;

(B) shall be required to pay for a licensed plumber who is acceptable to the other party to the original contract or agreement to correct any violations of the Illinois Plumbing Code;

(C) shall have his, her, or its plumbing license suspended; and

(D) may be referred to the State's Attorney or the Attorney General for prosecution under Section 29 of this Act.

(2) For a second offense, the registrant:

(A) shall pay a civil penalty of \$5,000;

(B) shall be required to pay for a licensed plumber who is acceptable to the other party to the original contract or agreement to correct any violations of the Illinois Plumbing Code;

(C) shall have his, her, or its registration revoked; and

(D) shall be referred to the State's Attorney or the Attorney General for prosecution under Section 29 of this Act.

(Source: P.A. 94-101, eff. 1-1-08.)

ILLINOIS PLUMBING LICENSE LAW (225 ILCS 320/37) (from Ch. 111, par. 1135):

Sec. 37. Each governmental unit which is authorized to adopt and has adopted any ordinance or resolution regulating plumbing may provide for its administration and enforcement by requiring permits for any plumbing system installation, the inspection of plumbing system installations by inspectors who are licensed as plumbers in accordance with the Illinois Plumbing License Law, and the issue of certificates of approval or compliance which shall be evidence that a plumbing system has been installed in compliance with the Code of standards so adopted.

A letter of intent shall be included with all plumbing permit applications. The letter shall be written on the licensed plumber of record's business stationery and shall include the license holder's signature and, if the license holder is incorporated, the license holder's corporate seal. If the license holder is not incorporated, the letter must be notarized.

A governmental unit authorized to adopt regulations may, by ordinance or resolution, prescribe reasonable fees for the issue of permits for installation work, the issue of certificates of compliance or approval, and for the inspection of plumbing installations.

(Source: P.A. 94-132, eff. 7-7-05.)

ILLINOIS PLUMBING CODE: SUBPART M: INSPECTIONS, TESTS, MAINTENANCE AND ADMINISTRATION SECTION 890.1910 INSPECTIONS:

A plumbing system or any part thereof shall not be enclosed, covered up or used until the system has been inspected and approved by a plumbing inspector. It is the responsibility of the licensed plumber or plumbing contractor on the job to arrange for inspection by the Department or a local plumbing inspector. The plumbing inspector may require tests as listed in Section 890.1930 to determine whether or not the system as installed is in compliance with this Part. Plumbing found not to be in compliance with this Part shall not be approved. A plumbing system not complying with the provisions of this Part shall not be used until such time as it is brought into compliance with this Part. After the plumbing corrections have been made, the plumbing contractor shall arrange for re-inspection.

FREEDOM OF INFORMATION ACT

Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City of Geneva to produce certain records that may be in the possession of the Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Retention Act 5 ILCS 160/1 et seq. and the Act and shall maintain all records relating to this Contract in compliance with the Local Records Retention Act and the Freedom of Information Act (complying in all respects as if the Contractor was, in fact, the City). Upon notice from the City, Contractor shall review its records promptly and produce to the City within two business days of said notice from the City the required documents which are responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time to do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions. In the event Contractor fails to produce the requested records or fails to produce the requested records within the time period required above and the City is assessed a fine, fee or penalty for failure to timely comply with the Act do to Contractor's actions, Contractor shall reimburse City for all fines, fee or penalties, including reasonable attorney's fees, paid by the City.

WORKSITE MAINTENANCE AND CLEANUP

The Contractor shall be responsible to maintain the job site free of any debris and deleterious material. The material needed to complete the work shall also be maintained in an orderly manner. All foreign materials deposited or accumulated on or in property shall be cleaned up daily and as instructed by the Superintendent of Water and Wastewater or his/her designee. Failure to complete the clean-up within the specified timeframe may result in completion of the work by the City at the Contractor's expense. Actual costs incurred by the City for performing this work shall be deducted from the monies due the Contractor.

VANDALIZED OR DAMAGED ITEMS

The Contractor shall be responsible for protecting against and repairing or replacing work items that were vandalized or defaced. Removal and replacement of the item to the nearest construction joint will be required.

INCIDENTAL CONSTRUCTION

The Contractor shall perform all work indicated or implied in the Contract Documents. All Work not specified, but required to complete the project in a workmanlike manner, shall be performed by the Contractor. This cost of this work shall be included; no additional compensation will be allowed.

ELECTRICAL FACILITIES

Contractor shall coordinate all work with the City of Geneva Electrical Facilities. Contact Jennifer Hilkemann at 630-232-1503

TRAFFIC CONTROL, PROTECTION AND MAINTENANCE

Traffic Control shall be in accordance with applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, and Special Provisions, applicable Highway Standards, and Specific Traffic Control Plans contained in the drawings.

The governing factor in the executions and staging of work for this project is to provide the motoring public with the safest possible travel conditions along the roadways through the construction zone.

The Contractor shall furnish, erect and maintain all signs barricades, detour routes and other traffic control devices including flagmen required to maintain any and all traffic control.

The Contractor shall ensure that all traffic control devices installed by him are operational 24 hours a day, including Sundays and holidays.

The cost of all traffic control, maintenance and protection will be considered incidental to the Contract, with no additional compensation allowed.

MAINTENANCE OF ROADWAYS

Beginning on the date when the Contractor begins work on this project, he/she shall maintain all roadways within the construction limits free of debris and dirt. This roadway maintenance shall include the repair of all damages caused by the Contractor, but shall not include snow or ice removal.

CONSTRUCTION LIMITS

The Contractor shall confine his operations within the dedicated roadway rights-of-way or easements obtained by the City of Geneva. Any damage outside of said rights-of-way or easements shall be repaired at the Contractor's expense.

USE OF CITY WATER

The Contractor will be permitted use of the City water for upon 48 hour notice to the City at no cost. Prior to any water use, the Contractor shall rent a hydrant water meter for the City of Geneva Water Department. The City of Geneva will operate all existing valves.

SANITARY FACILITIES

The Contractor shall provide sanitary facilities where the Contractor's employees or subcontractors are working.

WORKING HOURS

Working hours in the City of Geneva are from 7:00 a.m. to 7:00 p.m., Monday –Friday. Work on Saturday will be allowed only after formal permission from the Owner is obtained.

No work will be permitted on Sundays and/or holidays.

BACKGROUND OF WELL 10

Well was last serviced in 2011. A new 100HP Pleuger water filled 460V motor was installed. Bowls 12 ENH – 3 Stage.

Diameter of Well is 20-inch. Depth of Well is 175 feet.

PROTECTING WELL

The Contractor shall take adequate precautions to prevent any debris or foreign material from falling into the well. At all times during the Project, the Contractor shall tightly seal the top of the well casing with a suitable wooden plug or by replacing the pitless adapter cap with the Contractor is not at the well site.

DISINFECTION OF WATER WELLS

Following pump testing and before test pump removal, the Contractor shall disinfect the well in accordance with the Illinois Water Well Code adopted April 1998, and Section 652.203, Title 35, Environmental Protection, Subtitle F, Public Water Supplies of the Illinois Administrative Code.

STORAGE OF MATERIAL AND EQUIPMENT

At no time shall the Contractor store material and equipment in areas other than those specified by the Wastewater Plant Supervisor. All damages outside the construction limits or damages within the construction limits due to the negligence shall be restored by the Contractor at his own expense.

The Contractor shall maintain, during the entire construction period, barricades and warning lights at all material storage areas and around construction equipment if located near traffic areas. The cost to comply with the terms of this requirement shall be included in the unit price of the contract.

WARRANTY

Contractor agrees to install and test equipment and meet manufacturer's specifications.

Contractor agrees to repair or replace materials and equipment that fail within specified warranty period.

Contractor will supply City Staff with manufacturer's warranty and all associated product manuals.

INSURANCE

Provide Certificate Of Liability Insurance with the City of Geneva listed as additionally insured. Example included.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.

INDEMNIFICATION The Contractor shall defend, indemnify, keep and save harmless employees, in both individual and official capacities, against all suits, claims, damages, losses and expenses, including attorney's fees, caused by, growing out of, or incidental to, the performance of the work under the contract by the Contractor or his Subcontractors to the full extent as follows by the laws of the State of Illinois and not beyond any extent which would render these provisions void or unenforceable.

SAFETY

In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work.

GENERAL PROJECT SPECIFICATIONS

MOBILIZATION AND CLEAN-UP

Under this item, the Contractor shall be compensated for site work, not covered by other items in this Contract. This work will generally consist of the following:

- Equipment Transportation
- Equipment Set-up and Take-down
- Clean-up and Proper Offsite Disposal of All Drill Cuttings and Debris
- Site Restoration Including Final Grading on the Damaged Areas.

BASIS OF PAYMENT

This work will be paid for at the Contract lump sum price for MOBILIZATION AND CLEAN UP, which price shall be full compensation for all work and materials required.

PULL PUMP AND MOTOR

Under this item the Contractor shall remove the pump and motor from the well and properly store the pump, motor, electrical cable, air lines, and discharge column.

A. PROCEDURE

The Contractor shall provide materials to erect pipe storage rack at the site and shall furnish reels on which to store the City's electrical cable and air line.

Prior to starting the work, the power leads shall be disconnected from the motor starter by the Contractor.

Before and during the removal of the pump, the Contractor will measure and record insulation values of the cable and motor for continuity and insulation values to ground using a 500 or a 1000 volt megohmmeter with reading being taken and recorded at 60' intervals. The test shall be conducted at the jobsite and witnessed by a City representative. The Contractor will furnish a written report with a tabulation of the test results to the City along with his recommendations on the reuse of the cable.

B. COLUMN PIPE

Column pipe shall be stored in an orderly manner on the pipe rack. Thread protectors shall be used to protect the exposed thread during handling. All column pipes shall be sandblasted on site inside and out to bare metal. The inspection will be done in the company of the City's Engineer and the City's representative. Pipe that is determined to be suitable for reuse will be coated with a two-coat system of epoxy coating, or equal that is NSF 61 approved for use in potable water.

The Contractor will submit a price on the Bid Schedule for cutting and threading column pipe. This assumes that some of the pipe may be salvageable by cutting and threading and recoupling. The number of pieces in the Price Schedule is for bidding purposes only and subject to change.

All pipe couplings either new or used shall be drilled and tapped top and bottom for the installation of stainless steel set screws. These set screws shall be minimum 3/8" diameter cup point hex head set screws.

C. ADDITIONAL 10" DISCHARGE COLUMN AND CHECK VALVES

New discharge column shall be furnished with an interior of 10" diameter and a wall thickness of 0.365". The column pipe material shall be ASTM A-53 Grade B or API 5L wrought steel thread and couples pipe to single random lengths. All pipe must have the mill specification stencils on the outside in legible form to be accepted under these specifications. After delivery to the Contractor and inspected by Owner's Representative, all discharge pipe shall be sandblasted and receive two (2) coat application inside and out.

The Contractor shall also provide and install one (1) steel vertical column Lakewood surge control type check valve with stainless steel pin at the location above the bowl assembly as indicated or in accordance with the manufacturer's recommendations. The vertical check valve shall be of the same diameter as the column pipe and shall allow the column to drain back slowly into the well. Surge valves shall be threaded similar to the couplings.

BASIS OF PAYMENT

The work shall be paid for at the Contract Lump Sum Price for PULL PUMP AND MOTOR, the Contract Lineal Foot Price for SANDBLAST AND PAINT EXISTING DISCHARGE COLUMN, the Contract Price for each NEW COUPLING, and the Contract Price for each RETHREADING PIPE, the Contract Price per lineal foot of COLUMN PIPE and Contract Price for each CHECK VALVE, which price shall be full compensation for all work and materials required.

MATERIAL AND EQUIPMENT SPECIFICATIONS

PUMP

After removal from the well, the bowl assembly shall be disassembled from the motor, placed in a horizontal position on a flat firm surface and completely disassembled for inspection by the City at the site, or a site approved by the city. Mobilization of the pump to and from the chosen site shall be included in the bid.

A micrometer inspection of all critical fit areas of the bowl shall be performed by the Contractor with the City's representative present. A tabulation of all micrometer measurements shall be made and compared to the manufacturer's tolerance standard and a written report furnished.

If the cases are repairable, all clearances shall be restored per the Goulds vertical pump repair standards with new wear rings and bushings. New o-rings shall be supplied for each stage connection. After repair and assembly, the entire pump bowl will be cleaned and painted with a two-coat epoxy paint system that is EPA and AWWA approved for use in potable water.

The new submersible pump bowl assembly shall be of the multi-stage vertical turbine-type. The pump bowl castings shall be porcelain coated Class 30 cast iron free of blow holes or sand holes and other defects. Each intermediate bowl stage shall be fitted with a bronze sleeve-type bearing. The impellers shall be bronze of the closed-type and shall be secured to the impeller shaft with stainless steel collets. The impeller shaft shall be of proper size to carry motor horsepower and shall be of 410 stainless steel. The top case of the bowl assembly shall contain an extra-long bronze sleeve bearing surrounded by a grease chamber filled with a special hydraulic grease with a life of from ten to fifteen years. A strainer and water intake shall be built into the lower part of the bowls in which shall be mounted two extra-long bronze guide sleeve bearings. The stainless steel shaft shall protrude through the strainer and shall be equipped with a flexible jaw-type coupling for connection to the submersible motor.

The design parameters are as follows:

Well No. 10 Design

A. Pump rating points for 2 stages

Shut-off 255' TDH
1500 GPM @ 183' TDH, 82% Eff.
1750 GPM @ 167' TDH, 84% Eff.
1900 GPM @ 152' TDH, 82% Eff.

MOTOR

The existing Pleuger, 100 HP submersible motor is to be removed from the well and properly inspected. The motor inspection shall be performed at the site. The purpose of this is to evaluate the motor for repair/reuse and all results shall be reported to the City whose responsibility it shall be to make this decision. If necessary, the motor shall be prepared for shipment to the factory for a credit against the purchase of a replacement motor or to be rebuilt.

Motor shipping cap parts to be furnished by the City.

The well pump shall be driven by a submersible motor. The new motor shall be of the completely enclosed type for continuous duty underwater operation and shall be for use with 3 phase, 60 hertz, 460 volt AC power and shall be 100 HP. The motor shall have a service factor of at least 1.10. Bronze sleeve bearings shall be provided at each end of the rotor and a pivot shoe type thrust bearing shall carry the weight of all rotating parts and the hydraulic thrust of the pump.

POWER CABLE

The Contractor shall furnish and install with the pump a continuous length of submersible power cable to reach from the motor terminals to not less than 5 feet beyond the well cap of the pitless adapter unit. A separate ground lead sized per N.E.C. requirement shall be supplied and installed with a lugged connection to the upper motor case. Connections to the power cable from the AC motor starter shall be made in the well cap of the pitless adapter unit. The cable shall have three (3) copper conductors of not less than seven (7) strands; each conductor shall have an insulating, watertight, synthetic rubber or plastic jacket which shall be impervious to oil. The power cable shall be supported on the discharge column pipe by stainless steel bands at intervals not exceeding 10 feet.

If required by the City, the electrical cable shall be fully laid out flat and straight on the ground and hypot tested to at least 6000 volts. The Contractor will furnish the results to the City with recommendations on the reuse of the cable.

ALTITUDE LINE AND GAUGE

The altitude line shall be PVC tubing having an OD of 1/4". It shall be able to withstand an internal pressure of 250# and shall be fastened to the column with the electrical cable. A 4-1/2" diameter altitude gauge shall be furnished and installed with the gauge reading in feet.

TESTING – FACTORY

A new pump shall be factory tested in accordance with Section B6 of AWWA Standard E-101-88. The following tests will be required. Running Test, Sample Calculation Form Test Readings, and Hydrostatic Test of Bowl Assembly. A non-witness certified factory tests shall be conducted in accordance with Section B6 of AWWA Standard E101-88. The City will be furnished five (5) copies of all test data and performance curves. Shipment of the motor shall not be made until the data and curves have been approved by the City.

PUMP TESTING – FIELD

Field testing of the pumping equipment shall be in accordance with Appendix A to AWWA Standard E101-88. Copies of all test report forms shall be filed with the City. The duration of the test shall be three (3) hours. The pump shall be tested after the permanent power supply is available.

STERILIZATION OF INSTALLED EQUIPMENT

After completion of the installation of the pump and after electrical wiring and discharge piping has been completed, the Contractor shall chlorinate the well and pumping equipment with sufficient hypochlorite solution to provide a chlorine residual of 100 ppm. Disinfection shall be done in accordance with AWWA Standard A-100 Section 11. After disinfecting, water samples collected two consecutive days, 24 hours apart, shall show satisfactory bacteriological results. Bacteriological analysis must be performed by a laboratory certified by the Illinois Department of Public Health. The disinfection procedure shall be repeated until satisfactory bacteriological results are achieved.

BASIS OF PAYMENT

The work will be paid for a the Contract Lump Sum Price for FIELD INSPECTION OF SUBMERSIBLE PUMP AND MOTOR, JACKETED POWER CABLE, ALTITUDE LINE AND GAUGE, TESTING-FACTORY, AND PUMP TESTING-FIELD, which price shall be full compensation for all work and materials required.

SUMMARY OF PREVIOUS INSTALLATIONS

The Contractor shall submit with the bid, a list of similar installations that have been in continuous operation in excess of ten (10) years. The listing should include the location, size of well pump, and contact person for each installation. The summary shall be used by the Owner to determine the reliability and serviceability of the proposed pump and motor.

GUARANTEE

The equipment and labor covered by these Specifications shall be guaranteed against defects due to faulty material and workmanship for a period of one (1) year after final approval by the Owner.

CERTIFICATION

The Bidder shall submit certification from the Bidder or the distributor of the equipment to be furnished under the specifications, that replacement parts are readily available for purchase by the Owner without an obligation to retain the services of a specific installation contractor. The certification shall be submitted with the BID.

REINSTALLATION

Following all corrective procedures, the pump shall be reinstalled to a setting depth as specified, below the surface plat assembly. The enclosed flat cable shall be banded to the bowl assembly at 2' intervals with stainless steel banding. The round cable shall be padded and banded to the column pipe at approximately 10' intervals. The cable/motor installation shall be megged at 60' intervals, after the motor becomes submerged. An application of API Modified Thread Compound shall be applied to the threads as the pipe joints are made up. All wrench marks will be touched up with EPA approved epoxy paint. All stainless steel coupling set screws will be replaced.

Following the installation of the pumping unit complete, the well and pump shall be chlorinated in an approved manner. It will be permissible for the Contractor to introduce chlorine while the pump is out of the well. The Contractor shall also thoroughly swab the pump parts, inside and out, before reinstallation with a chlorine mixture.

The Contractor shall be responsible for making the Burndy-high voltage tape splice within the pitless adapter. City Electric personnel will connect power leads at the motor starter and will be responsible for the operation of the starter.

PROPOSAL

The following proposal is hereby made to the City of Geneva, Illinois, hereinafter called the Owner.
Proposal is submitted in duplicate by Midwest Well Services, Inc. dba: Municipal Well & Pump

The undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform the "WELL #10 PUMP AND MOTOR REHABILITATION" in accordance with the Plans, Specifications and Procedural documents attached.

In submitting this proposal the undersigned declares that the only persons or parties interested in the Proposal as principals are those named herein and that the Proposal is made without collusion with any other person, firm, or corporation.

The Undersigned acknowledges receipt of the following Addenda.

<u>Addendum No.</u>	<u>Date</u>	<u>Initials</u>
<u>1</u>	<u>01/08/20</u>	<u></u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

The Undersigned declares that he has examined the Contract Documents and is familiar with the local conditions at the site where the work is to be performed and with the conditions affecting the Contract and the requirements of the construction and understands that in making this Proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further agrees to begin work not later than 10 days after the issuance date of the notice to proceed unless otherwise provided and to prosecute the work in such a manner and with sufficient materials, equipment, and labor as will insure its completion by the completion date, it being understood and agreed that the completion within the time limit is an essential part of the Contract.

The undersigned hereby proposes and agrees to furnish all necessary labor, materials, equipment, tools and services necessary to perform the "WELL #10 PUMP AND MOTOR REHABILITATION" as described above.

BID SCHEDULE

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
BASE BID					
1	Mobilization and Clean-up	1	LSUM	\$6,230.00	\$6,230.00
2	Pulling the Pump and Motor	1	LSUM	\$2,570.00	\$2,570.00
3 DISCHARGE COLUMN PIPE					
3A	Sandblast Column Pipe	80	LF	\$19.00	\$1,520.00
3B	Epoxy Coating to Interior & Exterior of Column Pipe	80	LF	\$19.00	\$1,520.00
3C	Rethreading Column Pipe	4	EA	\$75.00	\$300.00
3D	10", Schedule 40. Column Pipe	40	LF	\$44.00	\$1,760.00
3E	Couplings	2	EA	\$195.00	\$390.00
3F	10" Lakewood Check Valve	1	EA	\$1,140.00	\$1,140.00
4 SUBMERSIBLE MOTOR					
4A	Field Inspection of Pump & Motor	1	LSUM	\$270.00	\$270.00
4B	Cost to Ship Motor to Qualified Motor Repair Shop	1	LSUM	\$0.00	\$0.00
4C	Rebuild Existing Motor (include Proposed Service w/Price	1	LSUM	\$12,700.00	\$12,700.00
5 CABLE					
5A	Hypot Test Submersible Cable	1	LSUM	\$270.00	\$270.00
5B	1/0 AWG Jacketed Power Cable	10	LF	\$9.00	\$90.00
6	Rebuild Existing Pump	1	LSUM	\$5,930.00	\$5,930.00
7	Reinstall Pump & Motor; Pump Test	1	LSUM	\$5,400.00	\$5,400.00
8	T.V Well Survey	179	LF	\$15.00	\$2,685.00
9	Two (2) 1/4" Plastic Airlines Rated for 250 psi	260	LF	\$1.00	\$260.00
BASE TOTAL					\$43,035.00

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
II ADDITIONAL ITEMS					
1	Replacement Pump Bowl Assembly	1	LSUM	\$10,190.00	\$10,190.00
2	Additional Test Pumping	8	HOUR	\$325.00	\$2,600.00
3	Bailing Well	8	HOUR	\$443.00	\$3,544.00
4 MOTOR					
4A	New Submersible Motor, Water Filled Manufacturer <u>SME</u> -	1	LSUM	\$23,860.00	\$23,860.00
4B	New Submersible Motor, Oil Filled Manufacturer <u>SunStar Electric</u> -	1	LSUM	\$47,000.00	\$47,000.00
4C	Rebuilt Submersible Motor, Water Filled Manufacturer <u>Plueger</u> - Rebuilt by SME	1	LSUM	\$12,700.00	\$12,700.00
4D	Rebuilt Submersible Motor, Oil Filled Manufacturer <u>Byron Jackson</u> -Type M - Rebuilt by SunStar	1	LSUM	\$25,760.00	\$25,760.00

WELL 10 REHABILITATION

January 8, 2020

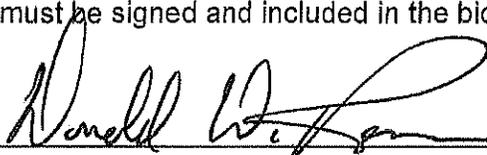
Re: WELL 10 REHABILITATION ADDENDUM NO. 1

Dear Bidder:

Your attention is directed to the following changes in, interpretations of, or additions to the *Well 10 Rehabilitation*.

The entire addendum must be signed and included in the bid packet in order for your bid to be accepted.

SIGNATURE: _____



CONTACT NAME: Donald W. Rens

COMPANY: Midwest Well Services, Inc. dba: Municipal Well & Pump

POSITION: President

PHONE: 920-324-3400

EMAIL: drens@municipalwellandpump.com

ADDENDUM No. 1 CONSISTS OF (2) PAGES IN TOTAL:

CLARIFICATIONS

The following questions were submitted on January 3, 2020.

1. Question: Can you advise of the speed of the motor for all options? 1800 rpm vs 3600 rpm.
Response: 1,800 rpm motor only.



2. Can a cast iron bowl with stainless steel impellers be provided as an option?

Response: Yes.

The following questions were submitted on January 7, 2020

1. Question: Regarding the column pipe. Can the sandblasting take place at a location other than the Well #10 site?

Response: Yes but City staff must inspect the pipe prior to leaving the Well #10 site.

2. Question: Regarding the pump. Can the pump inspection and rebuilding take place at the bidders office, shop, and yard.

Response: Yes but at a minimum the City will need pictures or a site visit.

3. Question: Regarding the motor. Please verify the manufacturer.

Response: The motor is a Pleuger.

4. Question: Regarding the power cable. Can the bidder take the cable to their facility and run the HYPOT test after the cable has been totally submerged for 24 hrs. to check for leakage?

Response: Prefer the HYPOT test be done on site right after the pump is pulled.

5. Question: The bid indicates only 10 feet of cable in the bid schedule. Is that a typo or just a reference point for pricing on a larger scale?

Response: 10 feet is a reference point for price for replacement if needed.

If you have any additional questions, please contact Bob VanGyseghem at 630-232-1551 or email bvangyseghem@geneva.il.us.

Sincerely,

Bob VanGyseghem
City of Geneva,
Superintendent of Water &
Wastewater

AIA Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

MIDWEST WELL SERVICES, INC. DBA MUNICIPAL WELL & PUMP
1212 Storbeck Dr
Waupun, WI 53963

SURETY:

(Name, legal status and principal place of business)

Granite Re, Inc.
14001 Quailbrook Dr
Oklahoma City, OK 73134

OWNER:

(Name, legal status and address)

City of Geneva
1800 South St
Geneva, IL 60134

CONSTRUCTION CONTRACT

Date: 2/18/2020

Amount: \$59,369.00

Description:

(Name and location)

Well 10 Pump and Motor Rehabilitation

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.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: 3/02/2020

(Not earlier than Construction Contract Date)

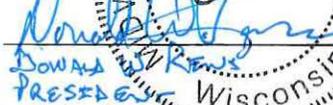
Amount: \$59,369.00

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company:

MIDWEST WELL SERVICES, INC. DBA MUNICIPAL WELL & PUMP

Signature: 

Name

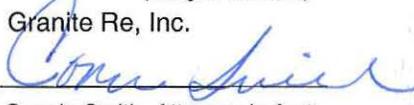
and Title: *President*

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company:

Granite Re, Inc. *(Corporate Seal)*

Signature: 

and Title:

Connie Smith, Attorney-in-fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

J. Ryan Bonding, Inc.
2920 Enloe St., Ste 103
P.O. Box 465
Hudson, WI 54016
800-535-0006

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Not Applicable

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows: None

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A312™ – 2010. The American Institute of Architects.

AIA Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

MIDWEST WELL SERVICES, INC. DBA MUNICIPAL WELL & PUMP

1212 Storbeck Dr
Waupun, WI 53963

OWNER:

(Name, legal status and address)

City of Geneva
1800 South St
Geneva, IL 60134

SURETY:

(Name, legal status and principal place of business)

Granite Re, Inc.
14001 Quailbrook Dr
Oklahoma City, OK 73134

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.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date: 2/18/2020

Amount: \$59,369.00

Description:

(Name and location)

Well 10 Pump and Motor Rehabilitation

BOND

Date: 3/02/2020

(Not earlier than Construction Contract Date)

Amount: \$59,369.00

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company:

MIDWEST WELL SERVICES, INC. DBA MUNICIPAL WELL & PUMP

Signature:

Name

and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company:

Granite Re, Inc. *(Corporate Seal)*

Signature:

Connie Smith, Attorney-in-fact

and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

J. Ryan Bonding, Inc.
2920 Enloe St. Ste 103
P.O. Box 465
Hudson, WI 54016
800-535-0006

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
Not Applicable



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows: **None**

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH; KORY MORTEL; ELIOT MOTU its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

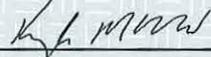
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President

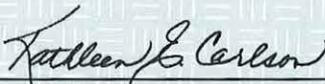


Kyle P. McDonald, Treasurer

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257





Notary Public

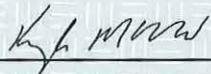
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 3rd day of JAN, 2020.





Kyle P. McDonald, Secretary/Treasurer