



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Wastewater Treatment Plant Primary Clarifier Flight Replacement		
Presenter & Title:	Bob VanGyseghem, Superintendent of Water & Wastewater		
Date:	August 2, 2021		
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 – Mayor Emergency Declaration Authorization
Associated Strategic Plan Goal/Objective: EMS-II			
Estimated Cost: \$ 214,252.50		Budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
Executive Summary:			
<p>The budget contains funds allocated for the replacement of two 20+ year old rotating flight/chain assemblies within the four primary clarifiers at the Wastewater Treatment Plant. This equipment conveys settled sludge from one end to the other in the treatment process. Staff replaced assemblies in two clarifiers in FY21. The work this year will complete the two-year project. The bid was advertised in the Daily Herald and on the City web site. Bids were opened on July 26, 2021 with two (2) contractors submitting bids. DPS Equipment Services, Inc. submitted the lowest bid in the amount of \$194,775.00. DPS Equipment Services, Inc. performed the replacement of the flight assemblies last fiscal year and staff was satisfied with the results. Staff is recommending that a 10% contingency be included in the overall not-to-exceed amount to account for any unforeseen field changes that may occur. Any field changes (Change Orders) must be approved by the City Administrator to be applied to the contingency.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution • Bid Summary 			
Voting Requirements:			
<p><i>This motion requires <u>6</u> affirmative votes for passage. N/A</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>			
<p>Recommend approval of Resolution No. 2021 – XX authorize the City Administrator to enter into a contract with DPS Equipment Services, Inc. at a cost of \$194,775.00 and allow the City Administrator to approve up to \$19,477.50 in change orders for a total not-to-exceed amount of \$214,252.50</p>			

RESOLUTION NO. 2021-8;

**RESOLUTION AUTHORIZING EXECUTION OF
Contract for Wastewater Plant Primary Clarifier Flight Replacement**

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 DPS Equipment Services, Inc, for primary clarifier flight replacement at the Wastewater Treatment Plant.

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 _____, 2021

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

Approved by me this ____ day of _____, 2021.

Mayor

ATTEST:

City Clerk

AGREEMENT

THIS AGREEMENT is dated as the **16th** day of **August** in the year **2021** by and between the **City of Geneva, Illinois** (hereinafter called OWNER), and **DPS Equipment Services, Inc.** (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 includes the removal of existing flights and appurtenances in two primary clarifiers 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 one hundred twenty (120) calendar days of the date when Contract Time commences to run as indicated in the Notice to Proceed and provided for in Paragraph 2.03 of the General Conditions. All work shall be at Final Completion and ready for Final Payment in accordance with Paragraph 14.07 of the General Conditions within one hundred fifty (150) 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 accordance with Article 12 of 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.
- 5.1.3 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 Contract, Payment and Performance Bonds
- 7.3 Notice of Award.
- 7.4 Notice to Proceed.
- 7.5 General Conditions.
- 7.6 Specifications

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed pursuant to Section 3.04 of the General Conditions.

Article 8. MISCELLANEOUS

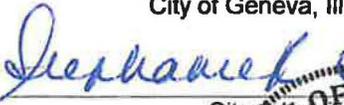
- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the 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.

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 August 16, 2021.

OWNER
City of Geneva, Illinois

by 

City Administrator

(Corporate Seal)



Attested

by 

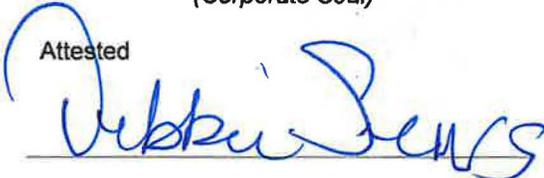
City Clerk

CONTRACTOR

by 

(Corporate Seal)

Attested

by 

(Notary Seal)

Address for Giving Notices

City of Geneva
1800 South Street
Geneva, Illinois 60134

Address for Giving Notices

DPS Equipment Services, Inc.
P.O. Box 55
Caledonia, IL 61011

END 00500