



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Wastewater Treatment Plant Primary Clarifier Skimmer Replacement		
Presenter & Title:	Bob Van Gyseghem, Superintendent of Water & Wastewater		
Date:	September 5, 2023		
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: EMSII, ESII			
Estimated Cost: \$149,500	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 the four 20-year-old grease and scum skimmer systems within the four primary clarifiers at the Wastewater Treatment Plant. The bid was advertised in the Daily Herald and on the City web site. Bids were opened on July 17, 2023 with three (3) contractors submitting bids. DPS Equipment Services, Inc. submitted the lowest bid in the amount of \$149,500.00. DPS Equipment Services, Inc. performed the replacement of the flight assemblies in FY22 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 a simple majority of 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 vote; 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 the item should be listed on agenda)</i>			
<p>Recommend approval of a Resolution authorizing the City Administrator to enter into a contract with DPS Equipment Services, Inc. at a cost of \$149,500.00 and allow the City Administrator to approve up to \$14,950.00 in change orders for a total not-to-exceed amount of \$164,450.00</p>			

RESOLUTION NO. 2023-87

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

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., related to replacement of wastewater plant primary clarifier skimmers.

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 _____, 2023

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

Approved by me this ____ day of _____, 2023.

Mayor

ATTEST:

City Clerk

BID DOCUMENTS
FOR
WASTEWATER PLANT PRIMARY CLARIFIER SKIMMER
REPLACEMENT

CITY OF GENEVA, ILLINOIS

June 2023

INDEX

<u>SECTION</u>	<u>PAGES</u>
Index	1
Advertisement for Bids	2
Instructions to Bidders	3-5
Proposal/Bid	6-7
Bid Security	8-9
Affidavit of Experience	10
Certification for Bid	11
Certification of Compliance with Section 11-42.1-1 Of the Illinois Municipal Code	12
Certification of a Drug Free Workplace	13
Agreement	14-17
Performance Bond	18-19
Payment Bond	20-23
Certification of Compliance of Illinois Compiled Statutes CH. 65, SEC. 11-42.1	24
Certification of Non-Disqualification Under IL. Compiled Statutes, CH. 720, SEC. 33E-11	25
Certification of Compliance with Safety Standards	26
Notice of Award, Notice to Proceed, Change Order	27-29
General Conditions	30-34
Project Specifications	35
COI Example	36
Walker Process Equipment Detail	37-40

ADVERTISEMENT FOR BIDDERS

Sealed bids submitted in **duplicate**, in a sealed envelope with the words "PRIMARY CLARIFIER SKIMMER REPLACEMENT" clearly marked on it, will be received by the City of Geneva, Illinois until **10:00 a.m. on Monday, July 17, 2023** at the office of the City Administrator located at 22 South First Street, Geneva, IL 60134, at which time they will be publicly opened and read aloud.

The proposed work includes the removal and replacement of scum skimming equipment and appurtenances in four primary clarifiers and related work in accordance with the Contract Documents in Geneva, Illinois, for the Primary Clarifier Skimmer Replacement.

Instructions and specifications are available on the City of Geneva web site. www.geneva.il.us

All BIDS shall be submitted on the forms provided, and shall be accompanied by a Bid Bond, in an amount not less than five percent (5%) of their bid amount made out to the City of Geneva, Illinois.

All persons working on this project shall be paid no less than current prevailing wages stipulated by the Illinois Department of Labor in the County of Kane and/or as determined by a Court of Law having jurisdiction.

The City of Geneva, Illinois reserves the right to reject any or all bids and waive technicalities.

Bidders may withdraw their proposal if a request is made in writing or in person before the date and time specified for the opening of the proposals.

INSTRUCTIONS TO BIDDERS

1. The successful Bidder shall submit a Contract Bond to the City of Geneva from a surety company authorized to do business in the State of Illinois and a copy of his/her insurance policy listing the City of Geneva as an additional insured.

If any Bidder is in doubt as to the true meaning of any part of the specifications, or other contract documents, he may submit to the Superintendent of Water and Wastewater a written request for an interpretation. The Superintendent of Water and Wastewater will give an interpretation of the matter in question by issuing an "Addenda". The Superintendent of Water and Wastewater will not respond to written requests for interpretation that are received less than 5 business days before the bid opening.

Bids, which are not signed by individuals making them, should have attached thereto a power of attorney evidencing authority to sign the bid on behalf of the person for whom it is signed.

Bids which are signed for a partnership should be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the bid a power of attorney evidencing authority to sign the bid, executed by the partners.

Bids which are signed for a corporation should give the correct corporate name thereof and the signature of the president or other authorized officer of the corporation manually written below the corporate name following the word "By _____". If such a bid is manually signed by an official other than the president of the corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the bid should be attached to it. Such a bid should also bear the attesting signature of the secretary of the corporation and the impression of the corporate seal.

Submission of a bid is conclusive assurance and warranty that the Bidder has examined the materials, visited the site and understands all requirements for the performance of the work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The City of Geneva will, not be responsible for any additional cost, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

Bidders shall not take advantage of any errors or omissions in the proposal and advertised contract.

Any errors discovered in the bids received shall be corrected using the unit price submitted. The contract will be awarded after these adjustments are made.

2. **QUALIFICATIONS OF BIDDERS:** To demonstrate qualifications to perform the Work, each Bidder must prepare to submit within five (5) days of Owner's request, written evidence of the Bidder's ability to perform the Work. The submittal should be prepared using the AIA Document A305, "Contractor's Qualification Statement". The submittal shall consist of, but not be limited to: financial data, previous experience, present commitments, current key personnel and equipment, tentative subcontractors, and a listing of similar projects completed by the Contractor with appropriate references. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located of covenant to obtain such qualification prior to award of the Contract.
3. **INTERPRETATIONS AND ADDENDA:** All questions about the meaning or intent of the Contract Documents are to be directed to the Superintendent of Water and Wastewater at bvangyseghem@geneva.il.us. Interpretations or clarifications considered necessary by the Superintendent of Water and Wastewater in response to such questions will be issued by Addenda and posted on the City of Geneva web site www.Geneva.il.us Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions

answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner.

4. CONTRACT TIME:
5. LIQUIDATED DAMAGES
6. SUBSTITUTE OR "OR-EQUAL" ITEMS
7. BID FORM: All Bids must be made on the required Bid Form. The Bid Form is included with the Bidding Documents.

All blanks on the Bid Form must be completed using the fillable PDF version, by ink, or typewriter.

The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

8. MODIFICATION AND WITHDRAWAL OF BIDS: Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

9. All Bids shall remain open for sixty days after the day of the Bid opening, but Owner may, in his sole discretion, release any Bid and return the Bid Security prior to that date.
10. Award of Contract.

Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid Forms. It is Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid Form but Owner may accept them in any order or combination.

Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantee of materials and equipment may also be considered by Owner.

Owner may conduct such investigations as he deems necessary to assist in the evaluation of any BID and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

A conditional or qualified Bid will not be accepted.

If the contract is to be awarded it will be awarded to the low, responsive, responsible Bidder whose evaluation by Owner indicates that the award will be in the best interests of the Project.

If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within sixty days after the day of the Bid opening.

11. Performance and Payment Bonds.

In addition to the requirements set forth in paragraph 5.1 of the General Conditions and the Supplementary Conditions, a performance bond and a payment bond, each in the amount of one hundred percent (100%) of the Contract Price, with a corporate surety approved by the Owner, will be required for the faithful performance of the contract. When the Successful Bidder delivers the executed Agreement to Owner it shall be accompanied by the required Performance and Payment Bonds.

12. Signing of Agreement

When Owner gives a Notice of Award to the Successful Bidder, at least three unsigned counterparts of the Agreement and all other Contract Documents will accompany it. Within fifteen days thereafter Contractor shall sign and deliver at least three counterparts of the Agreement to Owner with all other Contract Documents attached. Within ten days thereafter Owner will deliver all fully signed counterparts to Contractor.

PROPOSAL

The following proposal is hereby made to the **City of Geneva, Illinois**, hereinafter called the Owner.

Proposal is submitted in duplicate by DPS EQUIPMENT SERVICES, INC.

The undersigned hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform the "PRIMARY CLARIFIER SKIMMER REPLACEMENT" 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>71</u>	<u>6/26/23</u>	<u>[Signature]</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 "PRIMARY CLARIFIER SKIMMER REPLACEMENT" as described above.

BID

Total cost of construction to include removal and disposal of existing skimmers and appurtenances in four (4) primary clarifiers. Purchase and installation of new Walker Process Equipment skimmers and appurtenances in four (4) primary clarifiers as described in the preliminary proposal.

BIDDER: DPS EQUIPMENT SERVICES, INC.

TOTAL COST OF CONSTRUCTION: \$ 149,500.00

Bid Bond



AIA

Document A310™ – 2010

CONTRACTOR:

(Name, legal status and address)

DPS EQUIPMENT SERVICES, INC.

P. O. Box 55

Caledonia, IL 61011

SURETY:

(Name, legal status and principal place of business)

Granite Re, Inc.

14001 Quailbrook Drive

Oklahoma City, OK 73134

Bid Bond No. GR28764

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.

OWNER:

(Name, legal status and address)

City of Geneva

602 Chrissey Avenue

Geneva, IL 60134

BOND AMOUNT: Five Percent of the Bid Amount (5.00% of Bid Amount)

PROJECT:

(Name, location or address, and Project number, if any)

Primary Clarifier Skimmer Replacement

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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.

Signed and sealed this 26th day of June, 2023


(Witness)


(Witness) Karla K. Heffron

DPS EQUIPMENT SERVICES, INC.
(Principal)  (Seal)

(Title)
Granite Re, Inc.
(Surety)  (Seal)
(Title) Connie Smith, Attorney-in-fact

AIA Document A310™-- 2010. Copyright ©1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.

Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org. 061110

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; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

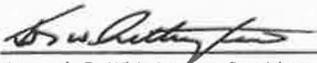
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this 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; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; 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 Assistant Secretary, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





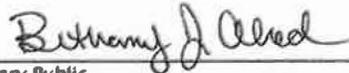
Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

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, Assistant Secretary 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 Assistant Secretary 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 Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620





Bethany J. Alred
Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary 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 Assistant 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

26th day of June, 2023.





Kyle P. McDonald, Assistant Secretary

(If an Individual) Signature of Bidder: _____ (SEAL)

Business Address: _____

(If a Co-partnership) Firm Name _____ (SEAL)

Signature of Bidder _____

Business Address: _____

(Insert Names and addresses of all members of the Firm)

(If a Corporation) Corporate Name DPS EQUIPMENT SERVICES, INC. (SEAL)

Signature [Signature]
President

Attested by: [Signature]
Secretary

Business Address P.O. Box 55
CALEDONIA MI 49811

(Insert Names of Officers) President _____

Secretary _____

Treasurer _____

AFFIDAVIT OF EXPERIENCE

STATE OF IL)
COUNTY OF Boone) SS

Michael P. Swans being duly sworn, that he is
President, of MS EQUIPMENT SERVICES, INC.
(Sole owner, member of firm, corporate official) (Individual, firm, or corporate name)

which has done work for the following parties of the general kind and approximate magnitude under this contract:

<u>Name of Owner</u>	<u>Job Description</u>	<u>\$ Amount</u>
<u>CITY OF OSLERSBURG</u>	<u>Replace Rotary Skimmers</u>	<u>\$155,000</u>
<u>CITY OF MARSHVILLE</u>	<u>Replace Uae Components</u>	<u>\$72,000</u>
<u>KANAWHA RIVER M.A.</u>	<u>Replace Uae Components</u>	<u>\$165,000</u>

and that _____ owns or has available
(he, said firm, said corporation)
for immediate use on the proposed work the following plant and equipment:

<u>Machine</u>	<u>Year Built</u>	<u>Machine</u>	<u>Year Built</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

and that _____ will be assigned to work
(Name of Superintendent)
under this contract, and that his experience in this kind of work is as follows:

<u>Name of Job</u>	<u>Engineer or Owner</u>
_____	_____
_____	_____
_____	_____

Subscribed and sworn to before me this 12th day of July 2023
Signature: _____



Notary Public

CERTIFICATION FOR BID

The undersigned, as a duly-authorized representative of the Bidder do hereby certifies to the City of Geneva, Kane County, Illinois, that the bidder is not barred from bidding upon the Bid Specifications for the Project known as

" PRIMARY CLARIFIER SKIMMER REPLACEMENT "

as a result of a violation of either Section 33E-3 or 33E-4 of Chapter 38, Illinois Revised Statutes, 1987 (As Amended).

All laborers, mechanics and any other workers employed in this Public Work contract, weather employed by the Contractor or any Sub-Contractors, shall be paid in accordance with the prevailing wages accepted and approved by The City of Geneva as attached to the Project Specification.



NAME



COMPANY



DATE

CERTIFICATION OF COMPLIANCE WITH SECTION 11-42.1-1
OF THE ILLINOIS MUNICIPAL CODE

The undersigned, upon first being duly sworn, hereby certifies to the City of Geneva, Kane County, Illinois, that

DPS EQUIPMENT SERVICES, INC. (Contractor) is not currently delinquent in the payment of any tax administrated by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Chapter 24, Section 11-42.1 Illinois Revised Statutes.

DPS EQUIPMENT SERVICES, INC.

CONTRACTOR'S NAME

BY: [Signature]

(TITLE) PRESIDENT

Subscribed and sworn before me this 12th

Day of July, 2023

[Signature]
Notary Public



CERTIFICATION FOR DRUG FREE WORK PLACE

The undersigned, as a duly-authorized representative of the Contractor do hereby certifies to the City of Geneva, Kane County, Illinois, that the Contractor ensures that he/she will operate a work environment which is free of any and all illegal drugs in accordance with the Drug Free Workplace Act of January, 1992. In addition, any prescribed drugs that will impair an employee's judgement or ability to work safely should not be allowed on the work site or on any satellite location.



NAME



COMPANY



DATE

Wastewater Plant Primary Clarifier Skimmer Replacement.

June 28, 2023

Re: Wastewater Plant Primary Clarifier Skimmer Replacement– ADDENDUM NO. 1

Dear Bidder:

Your attention is directed to the following changes in, interpretations of, or additions to the *Wastewater Plant Primary Clarifier Skimmer Replacement*.

The entire addendum must be signed and included in the bid packet in order for your bid to be accepted. This sheet of the addendum must also be signed and emailed or faxed back to Mr. Bob VanGyseghem at bvangyseghem@geneva.il.us or 630-208-1503.

SIGNATURE:  _____

CONTACT NAME: MICHAEL R. SEARS

COMPANY: DPS EQUIPMENT SERVICES, INC.

POSITION: PRESIDENT

PHONE: 815/980-8844

EMAIL: MSEARS8@ICLOUD.COM

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

Wastewater Plant Primary Clarifier Skimmer Replacement – Addendum No. 1

ADDENDA ITEM RELATING TO:

A. Contract Agreement - Article 3. Contract Time

1. **REPLACE** All WORK shall be substantially complete within one hundred twenty (120) calendar days with one hundred eighty (180) calendar days.
2. **REPLACE** 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 with two hundred ten (210) calendar days.

B. General Project Specifications

First Bullet Point

1. **REPLACE** Total of Four (1) Scum Collection Pipe (REF 1 – quantity of one (1) per pipe skimmer) with Total of four (4) Scum Collection Pipe (REF 1 – quantity of one (1) per pipe skimmer)
2. **ADD** Material supplied by Walker Process Equipment will be prime painted. Contractor shall provide finish coat. Surfaces will be prepared in accordance with SSPC-SP6 and given one (1) coat of Sherwin-Williams Macropoxy 646 PW Red Oxide, 5.0 – 7.0 mils dft.

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

AGREEMENT

THIS AGREEMENT is dated as the 5th day of Sept. in the year **2023** 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 skimmers and appurtenances in four (4) 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. *SEE ADDENDUM #1 BV* *SEE ADDENDUM #1 WJ BV*

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 sub-agreement 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 Sept. 5, 2023.

OWNER
City of Geneva, Illinois

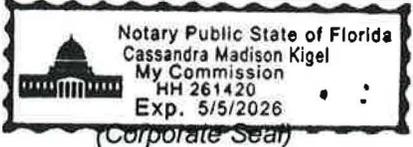
by Stephanie [Signature]
City Administrator

(Corporate Seal)

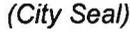
Attested

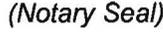
CONTRACTOR

by [Signature]


(Corporate Seal)

Attested

by Vicky Kellidy by Juanne Farnon
City Clerk Deputy Clerk

(City Seal)

by Cassandra Kigel
Notary Public

(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

CONSTRUCTION PERFORMANCE BOND

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

PERFORMANCE BOND

BOND #GRIL32427B

KNOW ALL MEN BY THESE PRESENTS: that

DPS Equipment Services, Inc.

(Name of Contractor)

P.O. Box 55, Caledonia, IL 61011

(Address of Contractor)

Corporation

hereinafter called Principal, and

(Corporation Partnership or Individual)

Granite Re, Inc.

(Name of Surety)

14001 Quailbrook Dr, Oklahoma City, OK 73134

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

CITY OF GENEVA

(Name of Owner)

1800 South St, Geneva, IL 60134

Illinois 601

(Address of Owner)

hereinafter called OWNER, in the penal sum of One Hundred Forty-Nine Thousand Five Hundred and 00/100 Dollars: \$(149,500.00).

in lawful money of the UNITED STATES OF AMERICA for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 5th day of September 20 23 a copy of which is hereto attached and made a part hereof for the construction of:

CONSTRUCTION PAYMENT BOND

10
11
12

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

DPS Equipment Services, Inc.

hereinafter called Principal, and Granite Re, Inc.

14001 Quailbrook Dr, Oklahoma City, OK 731341

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto the City of Geneva, Illinois, hereinafter called the OWNER, in the penal sum of One Hundred Forty-Nine Thousand Five Hundred Dollars, (\$ 149,500.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with OWNER, dated the 5th day of September, 2023 for the construction of:

**CITY OF GENEVA
Primary Clarifier Skimmer Replacement**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used on connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to work to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the specifications.

PROVIDED, FURTHER, that no final settlement between OWNER and CONTRACTOR shall bridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this 5th day of September, 2023.

ATTEST:

DPS Equipment Services, Inc.

[Handwritten Signature]
PRINCIPAL

PRINCIPAL SECRETARY

(SEAL)

Cassandra Kigel
WITNESS AS TO PRINCIPAL

14670 old hickory Blvd
ADDRESS OF WITNESS



Granite Re, Inc.

[Handwritten Signature]
SURETY: Connie Smith, Attorney-in-Fact

ATTEST: Molli J. Hansen, Witness

N/A

SURETY SECRETARY:

(SEAL)

OWNER'S ATTORNEY

ADDRESS OF ATTORNEY

IMPORTANT: Surety companies executing bonds must hold certificates of authority as acceptable sureties and be authorized to transact business in the State of Illinois.

Notice of Award

Date: August 8, 2023

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

Project: City of Geneva – Primary Clarifier Skimmer Replacement

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: **One Hundred Forty-Nine Thousand Five Hundred Dollars. (\$149,500.00)**.

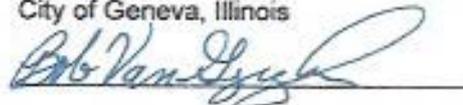
You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within ten (10) calendar days from the date of this Notice of Award.

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 8th day August 2023

City of Geneva, Illinois



Superintendent of Water & Wastewater

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by this the 9 day of AUGUST, 2023.

(Name) MICHAEL R. SARRS
(Title) PRESIDENT

NOTICE TO PROCEED

Date: September 20, 2023

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

Project: City of Geneva – Primary Clarifier Skimmer Replacement

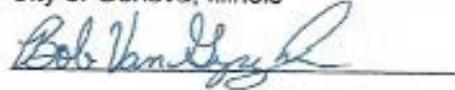
Owner: City of Geneva, Illinois

You are hereby notified that the contract time for the above referenced project commences to run on **September 20, 2023**. On this date you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion shall be March 18, 2024 and Final Completion shall be April 17, 2024.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

Dated this 20th day of September, 2023

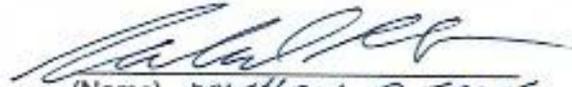
City of Geneva, Illinois



Superintendent of Water &
Wastewater

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by DPS EQUIPMENT
this the 21 day of SEPT., 2023.



(Name) MICHAEL R SEARS
(Title) PRESIDENT

CHANGE ORDER

Change Order No: _____

Date: _____

Date of Agreement: _____, 2023

Project: City of Geneva – Primary Clarifier Skimmer Replacement

Owner: City of Geneva
1800 South Street
Geneva, Illinois 60134

Contractor: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Original Contract Price	\$ _____
Amount of Previous Change Order(s)	\$ _____
Current Contract Price adjusted by Previous Change Order(s)	\$ _____
Change in Contract Price Due to this Change Order	\$ _____
Contract Price Including this Change Order	\$ _____

Change to Contract Time	_____	Calendar Days
The Contract Time will be adjusted by	_____	Calendar Days
The date for completion of all work will be	_____	Calendar Days

Approvals:

(Contractor)

City of Geneva

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 Wastewater Treatment Plant Supervisor, Dan Dobnick.

TRAFFIC CONTROL, PROTECTION AND MAINTENANCE

N/A

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 confines of the Wastewater Treatment Plant, 602 Crissey Avenue, Geneva, IL 60134.

USE OF CITY WATER

The Contractor will be permitted use of the City water 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 3:00 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.

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

GENERAL/DESCRIPTION OF IMPROVEMENT

The City of Geneva is requesting mechanical services. The project will include:

- Removal and disposal of existing skimmers and appurtenances.
- Purchase and install of Walker Process Equipment for FOUR primary clarifier tanks:

Reference Drawings D211-56870-768 & D211-56871-768

- Total of four (4) Scum Collection Pipe (REF 1 – quantity of one (1) per pipe skimmer)
- Total of eight (8) Wall Bearings (REF 2 – quantity of two (2) per pipe skimmer)
- Total of eight (8) Wall Bearing Gasket (REF 3 – quantity of two (2) per pipe skimmer)
- Total of sixteen (16) Set Collar Half (REF 4 – quantity of four (4) per pipe skimmer)
- Total of eight (8) Seal Ring (REF 5 – quantity of two (2) per pipe skimmer)
- Total of four (4) Operating Lever (REF 6 – quantity one (1) per pipe skimmer)
- Total of four (4) Operating Lever Chain (REF 7 – one (1) per pipe skimmer)
- Total of twenty four (24) Anchor Bolts (REF 8 – six(6) per pipe skimmer)

The site is available for inspection with appointment. Contact:

City of Geneva Wastewater Treatment Supervisor
Dan Dobnick
602 Crissey Avenue
Geneva, IL 60134
630-232-4060
ddobnick@geneva.il.us
tprice@geneva.il.us

All work under this contract shall be done in a workmanlike manner and shall be accepted by the Engineer. Any line item or task not listed in this proposal as pay item but is necessary to complete this project in as described above shall be included in the cost and no additional compensation will be allowed.

PROJECT CONSTRAINTS

- A. Must be done during a coordinated outage with City Staff.
- B. City Staff will pump the tank down, and remove grit and debris.
- C. Working hours are limited to 7:00 AM – 3:00 PM Monday through Friday.
- D. Rain events may cause wastewater to overflow into empty tank.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER [Redacted]	CONTACT NAME: [Redacted]	FAX (A/C. No.): [Redacted]	
	PHONE (A/C. No. Ex.): [Redacted]	E-MAIL ADDRESS: [Redacted]	
Chicago INSURED [Redacted]	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: [Redacted]	[Redacted]	
	INSURER B: [Redacted]	[Redacted]	
	INSURER C: [Redacted]	[Redacted]	
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	Y N	[Redacted]	[Redacted]	[Redacted]	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROP. <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED. RETENTION \$ CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	Y N	[Redacted]	[Redacted]	[Redacted]	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A N	[Redacted]	[Redacted]	[Redacted]	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Geneva is listed as additional insured.

CERTIFICATE HOLDER City of Geneva 22 S. First St. Geneva IL 60134	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

1.01 The Rotodip Lever Operated pipe skimmer equipment and parts shall be an exact replacement for Walker Process Equipment units supplied under contract P30614A (**four (4) units total**)

1.02 PARTS

A. Scum Collection Pipe (*REF 1 – Quantity one (1) required per pipe skimmer*)

Scum collection pipe shall be 12” diameter of minimum SCH 30 (0.333 wall) black wrought steel pipe conforming to ASTM A120 specifications with a 60° wide slot as measured on the chord of the arc. Slot shall be cut symmetrically about the vertical axis of the pipe with the edges shall be parallel to the longitudinal axis of the pipe.

At regular intervals of not more than 2’-6” a 2” wideband of the full pipe periphery shall be left in the pipe to act as a stiffener.

B. Wall Bearings (*REF 2 – Quantity two (2) required per pipe skimmer*)

A full circle roller steel collar welded to an adjustable steel plate shall be provide at each end of the trough for support. Wall bearing shall be provided with UHMW-PE segments attached to the internal periphery to provide ample bearing surface for the pipe without crushing the seal and to improve the ease of rotation

C. Wall Bearing Gasket (*REF 3 – Quantity two (2) required per pipe skimmer*)

¼” thick neoprene gaskets shall be provided between bearing and wall to make a watertight connection at open end a filler at closed end without grouting either end.

D. Set Collar Half (*REF 4 – Quantity four (4) required per pipe skimmer*)

A formed steel set collar shall be provided at each end support to retain the skimmer pipe end seals.

E. Seal Ring (*REF 5 – Quantity two (2) required per pipe skimmer*)

A 1” wide “D” shaped black Buna=N ring seal shall be provided for each bearing and shall not be affected by grease, mild acids or alkalies and is readily removable with removing the pipe from the wall bearing. The pipe seal shall be constructed to maintain watertight contact with the pipe walls, even with a slight misalignment of the pipe and collar.

F. Operating Lever (*REF 6 – Quantity one (1) required per pipe skimmer*)

A 1-1/2" schedule 40 black wrought steel pipe shall be provided.

G. Operating Lever Chain (*REF 7 – Quantity one (1) required per pipe skimmer*)

A stainless-steel safety chain shall be provided.

H. Anchor Bolts (*REF 8 – Quantity six (6) required per pipe skimmer*)

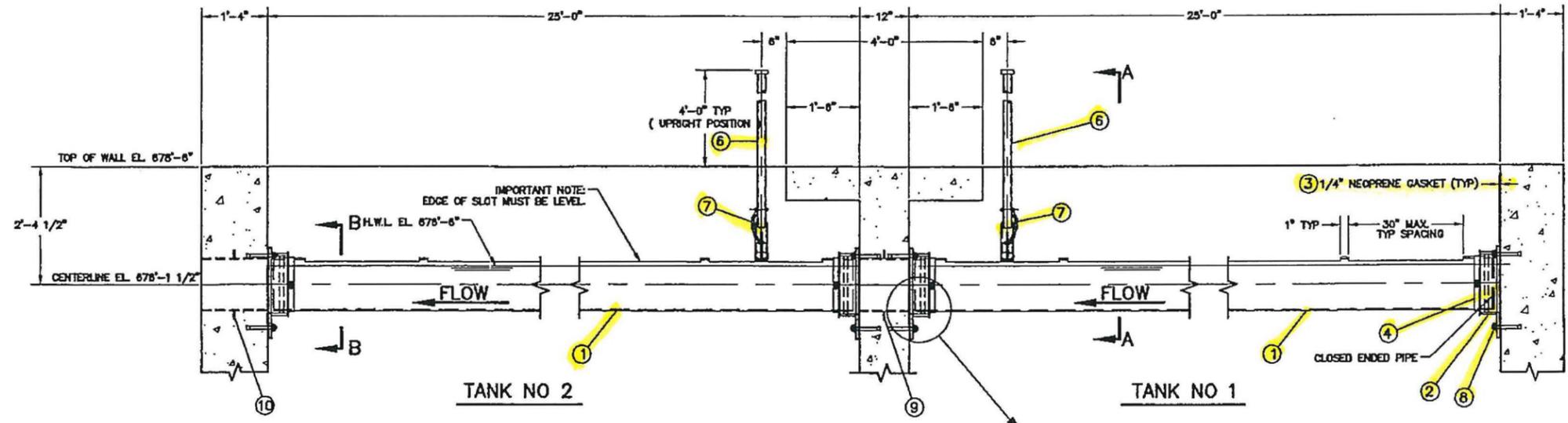
316 stainless steel expansion anchors shall be provided.

I. Finishes

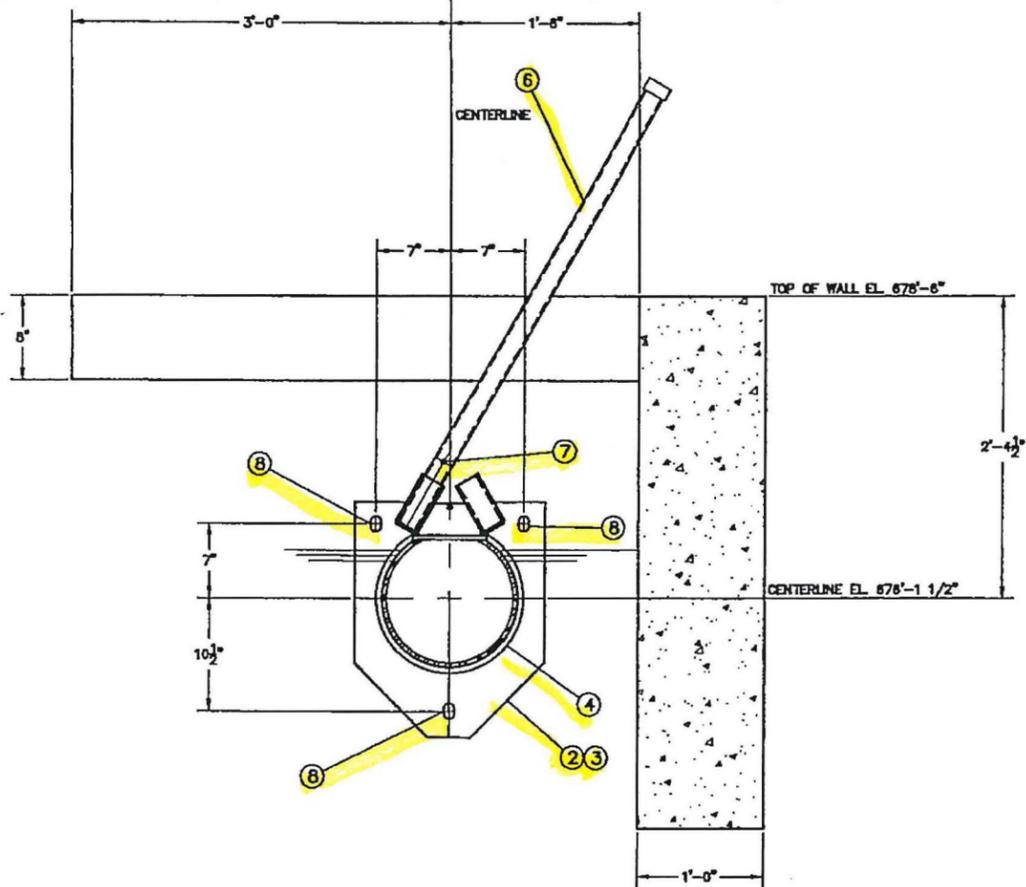
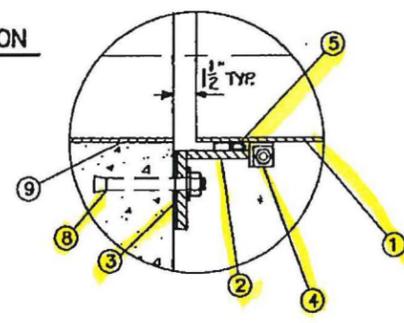
All ferrous surfaces shall be prepared in accordance with SSPC-SP10 and give one (1) shop coat of manufacturer's standard epoxy primer.

NOMENCLATURE

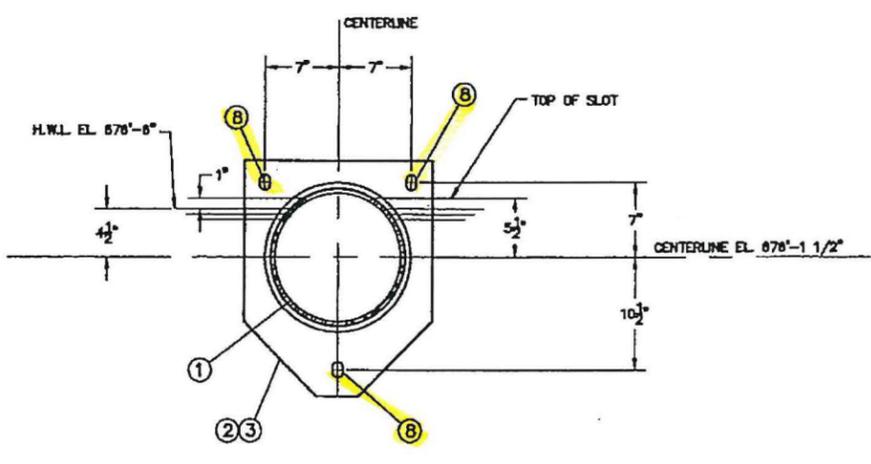
- ① SKIMMER PIPE
- ② WALL BEARING (TYPICAL)
- ③ 1/4" THICK NEOPRENE GASKET
- ④ SET COLLAR
- ⑤ BUNA-N RING SEAL
- ⑥ 1 1/2" DIA PIPE OPERATING LEVER
- ⑦ OPERATING LEVER CHAIN
- ⑧ 3/4" DIA X 7" LG 316SS EXPANSION ANCHOR BOLTS, NUTS & WASHER X 5" EMBEDMENT (3 REQUIRED EACH BEARING)
- ⑨ WALL SLEEVE W/ WATERSTOP 12" X 12" LG (CAST IN PLACE)
- ⑩ WALL SLEEVE W/ WATERSTOP 12" X 1'-4" LG (CAST IN PLACE)



SECTIONAL ELEVATION



SECTION A-A



SECTION B-B

NEW PRIMARY TANKS 1 & 2

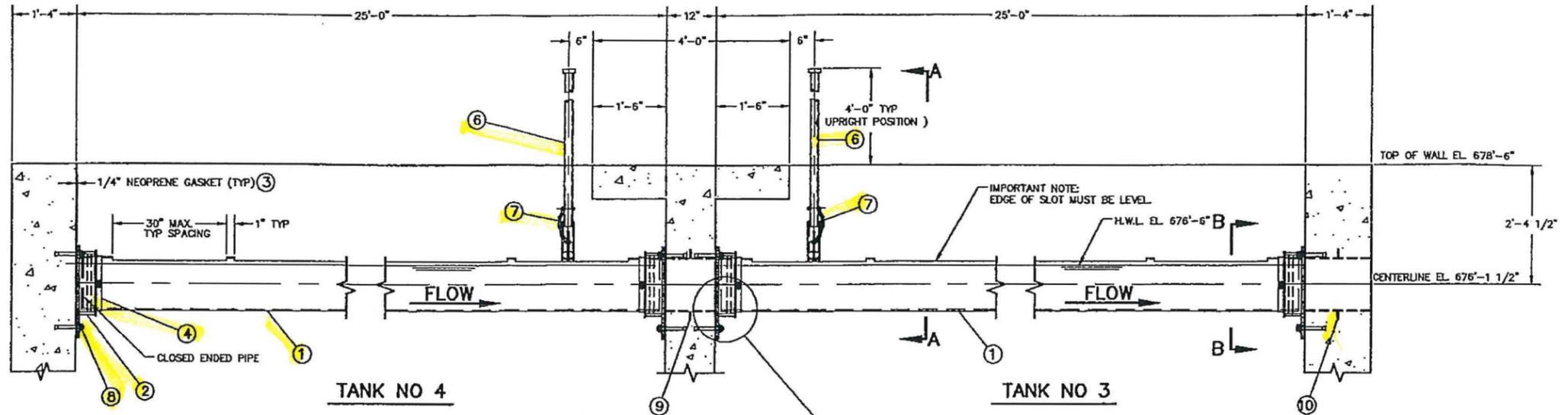
CAD FILE: V:\DWG\DETAIL\706\030870 PLOT SCALE: .0625

MASTER
D-56870

△ △ △ △ △					The use of anchor types, size, embedment or method other than that shown or provided by Walker Process Equipment will be done at the contractor's risk. This is the property of the Walker Process Equipment and is to be used only in connection with the performance of work by Walker Process. Reproduction in whole or part for any other purpose is expressly forbidden.	DATE	BY		Walker Process Equipment Division of McNish Corporation AURORA, ILLINOIS U.S.A. GENERAL ARRANGEMENT OF 12" ROTODIP PIPE SKIMMERS CITY OF GENEVA, ILLINOIS	
						DRAWN	2/12/03			RON
						CHECKED				
						APPRO				
SYM	REVISION	BY	DATE	CHKD		SCALE	NONE			
						FILE REFERENCE	15-0887-12			
						CONTRACT	P30614A			
						DRAWING NO.	D.2.1.15.6.8.7.0 7.6.8			

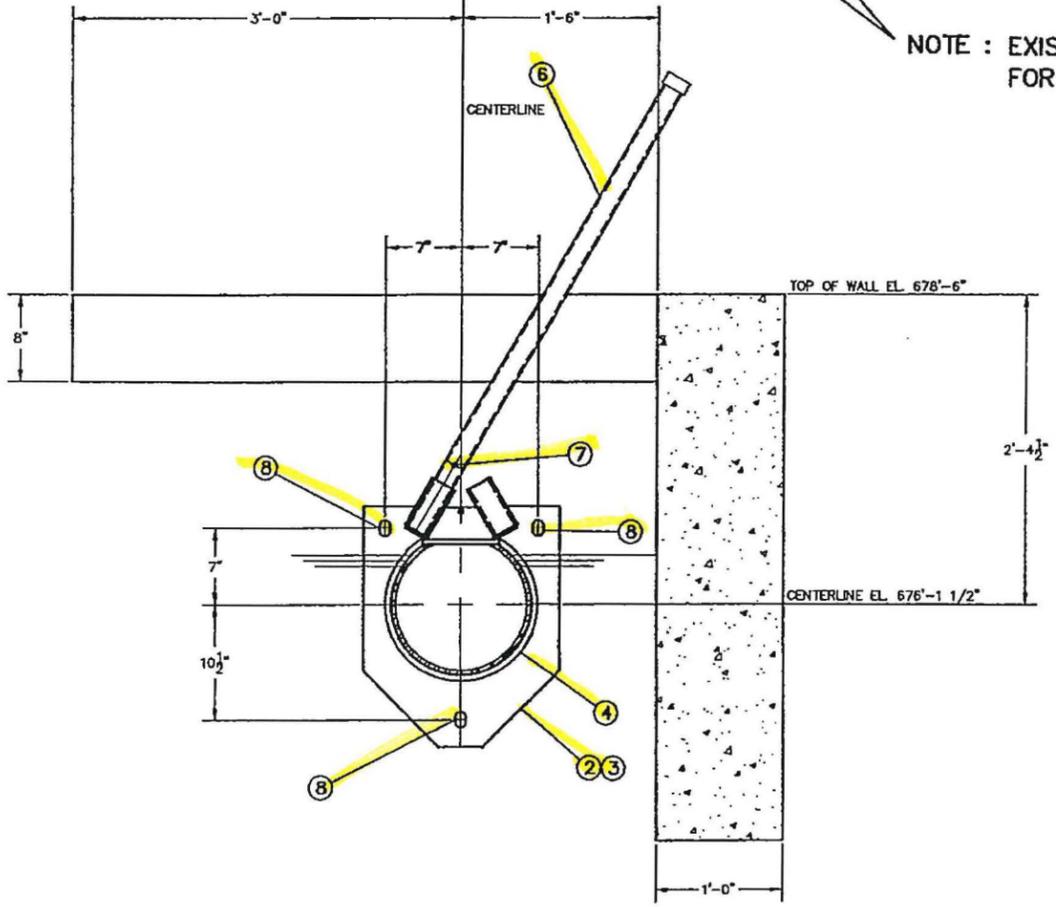
NOMENCLATURE

- ① SKIMMER PIPE
- ② WALL BEARING (TYPICAL)
- ③ 1/4" THICK NEOPRENE GASKET
- ④ SET COLLAR
- ⑤ BUNA-N RING SEAL
- ⑥ 1 1/2" DIA PIPE OPERATING LEVER
- ⑦ OPERATING LEVER CHAIN
- ⑧ 3/4" DIA X 7" LG 316SS EXPANSION ANCHOR BOLTS, NUTS & WASHER X 5" EMBEDMENT (3 REQUIRED EACH BEARING)
- ⑨ WALL SLEEVE W/ WATERSTOP 12" X 12" LG (CAST IN PLACE)
- ⑩ WALL SLEEVE W/ WATERSTOP 12" X 1'-4" LG (CAST IN PLACE)

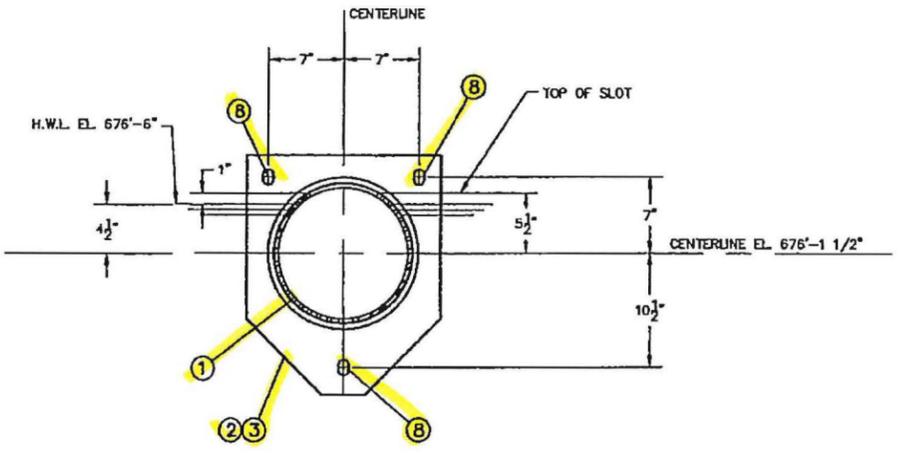
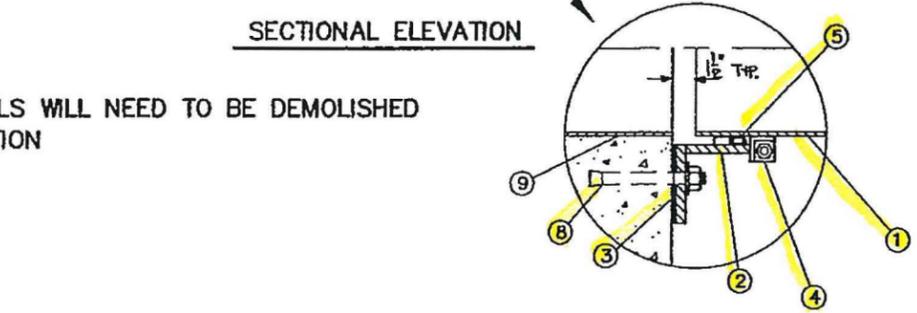


SECTIONAL ELEVATION

NOTE : EXISTING WALLS WILL NEED TO BE DEMOLISHED FOR INSTALLATION



SECTION A-A



SECTION B-B

PRIMARY TANKS 3 & 4
(FORMERLY PRIMARY CLARIFIERS NO 1&2)

	DATE	BY	Walker Process Equipment Division of McNish Corporation AURORA, ILLINOIS U.S.A. GENERAL ARRANGEMENT OF 12" ROTODIP PIPE SKIMMERS CITY OF GENEVA, ILLINOIS	
	DRAWN	2/12/03		RON
	CHECKED			
	APPL.			
SCALE	NONE		CONTRACT P30814A	
FILE REFERENCE	15-0667-12			
This is the property of the Walker Process Equipment and is to be used only in connection with the performance of work by Walker Process. Reproduction in whole or part for any other purpose is expressly forbidden.			DRAWING NO. D.2.1.1 5.6.8.7.1 7.6.8	
SYN	REVISION	BY	DATE	CHKD

CAD FILE: F:\DWG\DETAIL\768\056671.PLOT SCALE: .0625
 MASTER
 D-56871