



AGENDA ITEM # 13A

AGENDA ITEM EXECUTIVE SUMMARY

Village Board Meeting

April 12, 2021

Item Title: Botterman Wastewater Treatment Plant Purchase and Installation of 60” Effluent Gates

Staff Contact: Karen Young, P.E. Public Works Director

VILLAGE BOARD ACTION

Adopt a Resolution authorizing the Mayor to execute a contract between the Village of Roselle and Dahme Mechanical, Inc. for the purchase and installation of two effluent gates at the Botterman Wastewater Treatment Plant in the amount of \$35,888.

Executive Summary:

Due to the recent failure of the existing effluent weir gates on the oxidation ditches at the Botterman Wastewater Treatment Plant, staff has determined the effluent gates need to be replaced at this time. This effluent gate failure may restrict the ability to effectively use both oxidation ditches at the plant. The existing effluent gates are 27 years old and were installed as part of the 1990-1993 Botterman Upgrade project. This approval will also include the disposal of the existing effluent gates. Quotes were solicited from three mechanical contractors for the installation work with the results noted below.

VENDOR	QUOTE
Dahme Mechanical, Inc	\$35,888
Independent Mechanical, Inc.	\$36,750
Helm Mechanical	\$45,550
HR Stewart	Non-responsive

Implications:

Is this item budgeted? No, however there are sufficient funds in the Water and Sewer Capital Improvement Fund reserves.

Any other implications to be considered? No

Attachments:

- Resolution
- Contract and Proposal

RESOLUTION NO. 2021-

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE VILLAGE OF ROSELLE AND DAHME MECHANICAL INC. FOR THE PURCHASE AND INSTALLATION OF TWO EFFLUENT GATES AT THE BOTTERMAN WASTEWATER TREATMENT PLANT IN THE AMOUNT OF \$35,888

WHEREAS, the corporate authorities of the Village of Roselle deem it in the best interest of the Village to approve a contract with Dahme Mechanical Inc. for purchase and installation of two effluent gates at the Botterman Wastewater Treatment Plant; and

WHEREAS, the Village has available funds in the Water & Sewer Capital Fund; and

WHEREAS, both parties agree to the terms and conditions set forth in the proposal and contract for the purchase and installation as described in Exhibit A.

NOW, THEREFORE, be it resolved by the Mayor and Board of Trustees of the Village of Roselle that:

- a) The proposal from Dahme Materials Inc. in the amount of \$35,888 as set forth in the itemized quotation sheet, that is hereby attached hereto and incorporated as fully set forth as Exhibit A, is hereby authorized (the Purchase); and
- b) The Mayor is hereby authorized to sign and, the Village Clerk is hereby directed to attest, to any contractual documents necessary to accomplish the Purchase; and
- c) Village staff is authorized to undertake any and all other tasks necessary, or in furtherance of, completing the Purchase transaction.

ADOPTED this 12th day of April, 2021

AYES:

NAYS:

ABSTAIN:

ABSENT:

Andrew J. Maglio, Mayor

ATTEST:

Patricia Burns, Village Clerk

CONTRACT NO. ___ - _____ FOR CONSTRUCTION SERVICES

THIS CONTRACT is made and entered into by and between the Village of Roselle, a body politic and corporate (hereinafter the "Village"), and Dahme Mechanical Inc. (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the 27 year old Botterman Wastewater Treatment Plant oxidation ditch effluent weir gates have failed, resulting in replacement and installation services be provided; and

WHEREAS, the Village has determined that it is reasonable, necessary and desirable to obtain the services of a contractor to complete the project; and

WHEREAS, Contractor desires to provide the necessary services upon the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties agree as follows:

1. Scope of Services. Contractor shall perform the services described in its proposal dated March 24, 2021, which is attached hereto and incorporated herein as Exhibit A. Contractor represents and warrants that it shall perform its services in a manner consistent with the level of care and skill customarily exercised by other contractors under similar circumstances at the time the services are performed. Where this Agreement is inconsistent with any provision of Exhibit A, this Agreement shall control.

2. Compensation. The total amount to be paid Contractor for the services under this Contract and expenses incurred in connection therewith is \$35,888.00. Contractor shall submit its payment requests, and the Village shall pay contractor in accordance with the Local Government Prompt Payment Act.

3. Additional Services. Contractor shall perform only those services specified herein. In the event Contractor or the Village determines that additional services are required to complete the project, such additional services shall not be performed unless directed in writing by the Village. Payment for additional services shall be as mutually agreed upon by the parties.

4. Hold Harmless and Indemnification. Contractor shall defend, hold harmless and indemnify the Village, its officers, agents, employees and elected officials, from any loss, damage, demand, liability, cause of action, fine, judgment or settlement, together with all costs and expenses related thereto (including reasonable expert witness and attorney fees), that may be incurred as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever arising from or in any manner connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of Contractor in performing the services provided for in this Contract or the negligent acts, errors, omissions or intentional acts or omissions of any agent, subcontractor or contractor hired to perform any service on behalf of Contractor. The obligation on the part of the Contractor to defend, hold harmless and indemnify the Village shall survive the expiration or termination of this contract.

5. Insurance. Unless otherwise authorized in writing by the Village Administrator, Contractor and each of its agents, subcontractors and contractors hired to perform any services provided for herein shall purchase and maintain during the term of this Contract insurance coverage which will satisfactorily insure Contractor and, where appropriate, the Village against claims and liabilities which may arise out of the services referred to in this Contract. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the Village. The insurance coverages shall include, but not necessarily be limited to, the following:

A. Worker's Compensation insurance with limits as required by the applicable statutes of the State of Illinois. The Employer's Liability coverage under the Worker's

Compensation policy shall have limits of not less than \$500,000 each accident/injury; \$500,000 each employee/disease; \$500,000 policy limit.

B. Commercial general liability insurance protecting Contractor against any and all public liability claims which may arise in the course of performance of this Contract. The limits of liability shall be not less than \$1,000,000 each occurrence bodily injury/property damage combined single limit and \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

C. Commercial automobile liability insurance covering Contractor's owned, non-owned and leased vehicles which protects Contractor against automobile liability claims whether on or off of the Village's premises with coverage limits of not less than \$1,000,000 per accident bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

D. Umbrella or Excess liability insurance with limits of not less than \$1,000,000 per occurrence bodily injury/property damage combined single limit. The Umbrella or Excess coverage shall apply in excess of the limits stated in subparagraphs (B) and (C) above, and shall either include an endorsement naming the Village as an additional insured or provide "following form" coverage for the primary insurance.

6. Evidence of Insurance. Contractor shall furnish the Village with a certificate of insurance and, upon the Village's request, copies of all insurance policies and endorsements thereto evidencing the coverages stated above. The insurance certificates and policies shall provide that no cancellation or modification of the policies shall occur without at least 30 days' written notice to the Village. Contractor shall not commence any services under this Contract until evidence of the

required insurance is received and approved by the Village. The Village shall be named on the policies required by Section 5 subsections B and D as additional insured. No policy shall require contribution by the Village's insurance.

7. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, rules and regulations, and with all Village ordinances, rules and regulations now in force or hereafter enacted in the performance of the services required under this Contract. This contract may be subject to the "Prevailing Wage Act", 820 ILCS 130/.01 et seq. ("the Act"). It shall be the responsibility of the Contractor to determine whether the Act is applicable and if so, to comply with all its terms and conditions. Any contractor having a question as to whether the Act is applicable shall consult with their own attorney to ascertain applicability. The Village shall not have any duty to inform the Contractor of the Act's applicability. If, however, the Village informs the Contractor that the Act is applicable, it shall be the Contractor's obligation to comply with all its terms and conditions unless the Contractor can establish to the satisfaction of the Village that the Act is inapplicable. If it is determined that The Act applies to this Agreement, all Contractors and subcontractors subject to its terms shall comply with all of its provision, including, but not limited to the following:

A. Prevailing Rate of Wages Applies. Not less than the current prevailing rate of wages (hourly cash wages plus amount for fringe benefits) in DuPage County, Illinois, as found by the Illinois Department of Labor or by a court of review shall be paid to all laborers, workers and mechanics performing work under this Agreement. As of June 1, 2019, the prevailing wage scheduled published by the Illinois Department of Labor automatically sets the applicable prevailing rates and the Village of Roselle no longer approves an annual prevailing wage ordinance. The Illinois Department of Labor publishes the prevailing wage rates at <http://labor.illinois.gov>.

B. Revised Prevailing Rate of Wages. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to the Contractor. The Illinois Department of Labor revises the prevailing wage rates and the Contractor has an obligation to check the Illinois Department of Labor website for revisions to prevailing wage rates.

C. Certified Payroll. The Contractor and each subcontractor shall:

i. make and keep, for a period of not less than 5 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include:

1.) each worker's name, address, telephone number when available, the last four digits of the worker's social security number, the worker's gender, the worker's race, the worker's ethnicity, veteran status, classification or classifications, the worker's gross and net wages paid in each pay period, the worker's starting and ending times of work each day, the hourly wage rate, the hourly overtime wage rate, the hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable.

ii.) submit not later than the 15th day of each calendar month, in person, by mail, or electronically, a certified payroll to the Village, until the Illinois Department of Labor activates its certified payroll database, at which time the certified payroll shall only be submitted to the Illinois Department of Labor's database. The certified payroll shall consist of a complete copy of the records identified in paragraph C of Section 7. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor which states that:

1.) such records are true and accurate;

2.) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by this Act; and

3.) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.

D. Inspection of Records. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within the state of Illinois during reasonable hours the records identified in paragraph C of Section 7 to the Village of Roselle, its officers and agents, and to the State of Illinois Director of Labor and his deputies and agents. The availability for inspection and copying shall be during reasonable hours that when considered with the location of the records and the location of the person providing the notice make it accessible by driving reasonable hours.

E. Bonds. In all Contractors' bonds the Contractor shall include a provision that will guarantee the faithful performance of the prevailing wage clause provided by this Agreement.

8. Control of Services. The Village shall not be responsible for or have control over the means, methods, techniques or procedures with respect to the performance by Contractor of the services in this Contract.

9. Termination of Contract. If the Village concludes that the Contractor is not performing in accordance with the terms set forth herein, the Village Administrator, or his designee, may issue a stop work order requiring an immediate cessation of all work except that necessary to secure project protection and safety. If the Contractor fails to remediate its breach within two business days the Village Administrator may terminate this Agreement. The Village may terminate this agreement without cause upon seven calendar days' notice. In the event of a termination, the Village shall pay Contractor for the services performed and expenses incurred as of the effective date of termination, less any sums attributable, directly or indirectly, to Contractor's breach. Stop work orders may be issued by the Village Administrator or his designee orally or by e-mail to the

Contractor. All oral stop work orders shall be confirmed by e-mail but e-mail shall not be a prerequisite to the stop work order becoming effective.

10. Recovery of Costs. In the event the Village is required to institute any proceeding or action, whether legal or equitable, to enforce any provision of this Contract, the Village shall be entitled to recover all costs and expenses incurred as a result of said action or proceeding, including reasonable expert witness and attorney fees.

11. Ownership of Documents & Release of Information. All records, reports, tests, studies, documents, data or other information, regardless of whether in written, electronic or other format, prepared or generated by Contractor in connection with performing the services provided for herein shall be regarded as the sole and exclusive property of the Village and shall not be utilized by Contractor in any manner on other projects or distributed to third parties without the prior written consent of the Village. In addition, any information provided by the Village to Contractor in connection with Contractor's performance of the services provided for herein and all information associated with Contractor's work product shall remain confidential and shall not be disclosed to any third party without the prior written consent of the Village.

12. FOIA. Contractor agrees to furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et/ seq.) (hereinafter, "FOIA") request within five business days after Village issues notice of such request to the Contractor. Contractor agrees to not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request except it may request and shall be paid fees authorized by the FOIA. Contractor agrees to defend, indemnify and hold harmless Village and agrees to pay all reasonable costs connected therewith (including but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for Village to defend any and all causes of action, disputes, prosecutions, or conflicts arising from Contractors

failure to furnish all documentation related to a request within five days after the Village issues notice of request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all cost connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Contractor's request to utilize a lawful exemption to Village.

13. Integration. The provisions set forth herein represent the entire agreement between the parties and supersede all prior agreements, promises and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Contract. This Contract may be modified only by a further written agreement between the parties, and no modification shall be effective unless properly approved and executed by each party.

14. Electronic Signatures. Each party agrees that this agreement may be executed by electronic signatures, whether digital or encrypted, of the parties included in this agreement and shall have the same force and effect as manual signatures. Similarly, delivery of this agreement by electronic mail in "portable document format" (".pdf") form or by another electronic means will have the same legal effect as delivery of an original executed copy of this agreement.

15. Jurisdiction. Exclusive jurisdiction for any disputes under this Agreement shall be in the 18th Judicial Circuit Court, Wheaton, DuPage County, Illinois.

IN WITNESS WHEREOF, the parties have entered into this Contract as of the 12th day of April, 2021.

VILLAGE OF ROSELLE
ADMINISTRATOR'S OFFICE
31 S. PROSPECT ST.
ROSELLE, IL 60172

DAHME MECHANICAL INC.
610 S. ARTHUR AVE.
ARLINGTON HEIGHTS, IL 60005

BY: _____

Mayor

BY: _____

Owner/President

ATTEST: _____

ATTEST: _____



March 24, 2021

Village of Roselle
Devlin WWTF
720 Rush St.
Roselle, IL 60172

Attn: Erik Lanphier
Public Works Manager - Wastewater

Re: Botterman WRF 60" DOW Gate Replacement

Dear Erik:

Dahme Mechanical Industries is pleased to submit the following narrative as a proposed sequence and method(s) to provide the discussed improvements at the project site referenced above:

- Coordinate improvement and shut-down activities with VOR personnel
- Remove (2) existing DOW gates including anchorage and grout
- Furnish and install (2) new Whipps 316SS DOW gates with dual actuators
- Notching of/and minor grating modifications are incidental if needed and are included
- All anchorage will be stainless steel and non-shrink grout will be used to seal the gate to the concrete surfaces
- Leak test and commissioning is included
- One-year parts and labor warranty is included for DMI-furnished items only
- It is our intention to provide the above onsite construction services in one-week or less; equipment deliveries would be approximately 10-12 weeks (up to 2 weeks for submittals, up to 2 weeks review, up to 8 weeks delivery) upon receiving a written commitment from the Village of Roselle

EXCLUSIONS:

1. **Dahme Mechanical Industries, Inc. shall not be held liable for any job site safety or job site maintenance of any type upon completion of our work.**
2. All agreements contingent upon strikes, accidents or delays beyond our control.
3. All work not included or described above.
4. All work not included in our trade agreements or reasonably assumed to be our responsibility

All material is guaranteed as listed above and specified above. Any additional items not included in our trade agreements or clearly stated above are expressly excluded. Payment terms are net 100%, due upon completion.

Total price as described above.....\$35,888.00

Dahme Mechanical Industries, Inc. standard insurance is included. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. This proposal may be withdrawn by us if not accepted within 30 days.

Should you have any questions, please contact me at (847) 212-1147 or with the email address below.

Thank you-

Kris Komorn
Dahme Mechanical Industries, Inc.
kkomorn@dahmemechanical.com