



AGENDA ITEM # 8C

**AGENDA ITEM EXECUTIVE SUMMARY
Village Board Meeting
July 12, 2021**

Item Title: Botterman WWTF Effluent Pump Replacements

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 Drydon Equipment Company for the purchase and installation of three effluent pumps at the Botterman Wastewater Treatment Plant in the amount of \$72,050.00.

Executive Summary:

The three existing Fairbanks Morse effluent pumps at the Botterman Wastewater Treatment Plant were originally installed in 1993 and have reached the end of their useful life. The replacement of these pumps is included in the FY21 budget.

Quotes were solicited from three vendors for the purchase of the pumps with the results noted below:

VENDOR	PUMP BRAND	PUMP & INTALLATION COSTS	PUMP ONLY COSTS
Drydon Equipment Company	Fairbanks Morse	\$72,050	n/a
LAI, Ltd.	Hidrostal	n/a	\$64,980
Xylem	Flygt	n/a	\$75,000

Drydon Equipment is supplying a Fairbanks Morse pump, which is the identical pumps that are currently in place. Utilizing the same pumps provides savings to the Village since they will fit in place with the current piping, base, etc.

Based on this information, staff recommends approving the purchase and installation of three effluent pumps for the Botterman Wastewater Treatment Plant from Drydon Equipment Company in the amount of \$72,050.

Implications:

Is this item budgeted? Yes. This item was approved in the budget and recommended for deferral until the mid-year budget review. Due to the long lead time

(12-18 weeks) for the pumps, staff is recommending moving forward with this purchase now. Adequate funds are available in the water/sewer capital fund.

Any other implications to be considered? None

Attachments:

Resolution

Contract and Proposal Drydon Equipment

RESOLUTION NO. 2021-

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT
BETWEEN THE VILLAGE OF ROSELLE AND DRYDON EQUIPMENT COMPANY
FOR THE PURCHASE AND INSTALLATION OF THREE EFFLUENT PUMPS
AT THE BOTTERMAN WASTEWATER TREATMENT PLANT
IN THE AMOUNT OF \$72,050.00**

WHEREAS, the corporate authorities of the Village of Roselle deem it in the best interest of the Village to approve a contract with Drydon Equipment Company for purchase and installation of three effluent pumps 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 the Mayor is hereby authorized to sign and the Village Clerk is hereby directed to attest that certain Contract for Effluent Pump Replacement at the Botterman Wastewater Treatment Plant between the Village of Roselle and Drydon Equipment Company which is attached hereto and incorporated as fully set forth as Exhibit A.

ADOPTED this 12th day of July, 2021

AYES:

NAYS:

ABSTAIN:

ABSENT:

David Pileski, 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 Drydon Equipment (hereinafter "Contractor").

WITNESSETH:

WHEREAS, Contractor is supplying and installing three effluent pumps at the Botterman Wastewater Treatment Facility; 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 June 11, 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 \$72,050.00. 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. Contractor shall provide the Village with its Project Manager's e-mail address upon its execution of this Agreement.

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 Contractor's 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 ____ day of _____, 201__.

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

DRYDON EQUIPMENT, INC.
2445 WESTFIELD DRIVE
SUITE 100
ELGIN, IL 60124

BY: _____

BY: _____

Mayor

Owner/President

ATTEST: _____

ATTEST: _____



Date: June 11, 2021

To: Mr. Erik Lanphier

Project: Replacement Effluent Pumps Project Scope
Roselle Botterman WWTP

End User: Village of Roselle, IL

Fairbanks Nijhuis is pleased to propose the supply of equipment that is dimensionally identical to the existing Fairbanks Effluent pumps currently installed at the Botterman WWTP. Fairbanks proposes the option of supplying replacement bare pumps and motors. Fairbanks Nijhuis will supply pumps, related accessory equipment and services as follows:

I. Equipment and Services Description:

Replacement Effluent Horizontal Solids-Handling Pump Assemblies

Quantity Three (3) Fairbanks Nijhuis 6” Model B5424 Horizontal Solids-Handling Pumps – Size 6” X 6” fitted with a mechanical seal designed for operation with seal water. Units will be driven by a 25 HP 900 rpm TEFC 3 phase 460 Volt 60 Hz US Electric Motor designed for Inverter-duty in a Hostile Environment. Pumps and motors will be dimensionally and operationally identical to the existing units. All three (3) sets of pumps and motors will be fitted on the existing pump bases without disturbing the anchoring.

Design Conditions:

Condition	Flow GPM	TDH Ft.	Max. Pump RPM	Pump Duty Efficiency %	Min. Shut-Off Head
Main Duty Point	1,600	36	900	78%	56.6 ft.
Secondary Duty Point	1,850	31	900	78%	56.6

Major Components

- Fairbanks Model 6”x6” Model B5424 Horizontal Solids-Handling Bare Pumps.
- Casing, Volute, Fronthead, Backhead, Rotating Frame: Cast Iron
- Impeller: Polished Cast Iron
- Pump Shaft: Heat Treated Carbon Steel
- Shaft Sleeve: Hardened Stainless Steel
- Fronthead Wear Ring: Hardened Stainless Steel
- Impeller Wear Ring: Hardened Stainless Steel
- Base, Coupling Guard, Drip Tray: Carbon Steel
- John Crane Mechanical Seal fitted for operation with seal water



- 25 HP, 460V, 890 RPM, TEFC, Inverter-Duty Rated, Premium Efficient U.S. Electric Motor for use in a Hazardous Environment

Spare Parts

- None Provided

Factory Testing

- Pumps will be Performance Tested and Hydrostatically tested for the specified pump duty to Hydraulic Institute 1U standards.

Field Services, and Other

- Pumping equipment installation review, start-up supervision, field services and training provided by authorized Fairbanks Nijhuis representative.
- Pumps will be fitted to the existing bases and laser aligned by authorized Fairbanks Nijhuis representative.

Equipment Warranty

- Pumping equipment will be supplied with Fairbanks Nijhuis 2-year factory warranty from date equipment is put into service, or 30 months from date of delivery, whichever occurs first

II. Excluded Items:

- Unloading or storage
- Controls, PLC panels, or other electrical equipment unless noted above as included.
- Instrumentation and gauges, unless noted above as included
- Variable frequency drives, motor starters, controls, or other electrical equipment
- Pressure gauges except as noted
- Field electrical interconnection
- Piping – suction, discharge, gauge, vent, seal and water systems unless noted above as included
- Valves, petcocks and other miscellaneous fittings and hardware
- Anchor bolts
- Standard tools or lubricants
- Travel and lodging expenses related to factory witnessed testing
- Special tools not required



III. Technical Comments:

- Delivery of the completed pump assemblies including motors is currently 12 – 18 weeks after approval. With the current COVID-19 situation, delivery may be affected and should be confirmed prior to ordering.
- System Responsibility: Any system coordination required by the specification between the supply of Fairbanks Nijhuis and power or control equipment will be the responsibility of others. Fairbanks Nijhuis will support such coordination such as a component to such system

IV. Estimated Schedule:

Shipment 12 – 18 Weeks after written receipt of release for manufacture

V. Pricing

Pumps and Motors (3), Total Lump Sum Lot Net:..... \$72,050.00
FCA KC, Kansas, full freight allowed, taxes and duties not included.

Contact Information:

Inquiries regarding bid details, order placement, and status of orders should be directed to:

Drydon Equipment
Mr. Mitch Hameister
Phone (847) 204-7406
Email: mhameister@drydon.com



Terms and Conditions:

1. **Acceptance of orders.** All Orders received by Drydon Equipment, Inc., ("Seller") from a buyer ("Buyer") constitutes acceptance of Seller's Proposal and these Terms and Conditions of Sale. All Purchase Orders received by Seller are subject to Seller's approval of Buyer's credit and are contingent upon Seller's receipt of written approval of equipment submittals or written waiver thereof. Seller is neither a party to, nor bound by, the terms of any contract or agreement between Buyer and any other party.
2. **Shipment and Delivery.** The shipping schedule set forth in Seller's proposal is based upon Seller's knowledge of the availability of materials at the time of quotation. Seller shall use reasonable efforts to meet specified delivery dates, but such dates are estimates only and are not guaranteed. Seller reserves the right to make partial shipments and invoice Buyer for same.
3. **F.O.B. Point and Title.** Seller's delivery of goods to a carrier F.O.B. shipping point constitutes delivery to Buyer and will transfer all title, ownership, and possession of the goods to Buyer.
4. **Payment.** Payment terms are independent of, and are not contingent upon, the time and manner in which Buyer receives payment from any other person. All accounts that remain unpaid after the due date will accrue interest at a rate of two percent (2%) per month (annual percentage rate of 24%), or the maximum interest rate permitted by law. Buyer shall pay all costs and expenses, including reasonable attorneys' fees, which are incurred by Seller to collect any past due amounts.
5. **Taxes.** Prices quoted by Seller do not include any federal, state, local, sales, use, excise or other taxes. Any tax applicable to Buyer's purchase of Seller's goods shall be paid by Buyer directly to the appropriate governmental authority.
6. **Warranty.** Seller warrants all goods which it manufactures in accordance with the terms of Seller's Mechanical warranty, a copy of which is attached hereto and made a part hereof (the "Warranty"). Seller reserves the right to declare the Warranty null and void upon the breach of any of Buyer's obligations under its contract with Seller.
7. **Cancellation.** If Buyer requests of causes a cancellation of any work performed by Seller on Buyer's behalf, Buyer agrees to pay Seller of all costs and expenses incurred by Seller, plus overhead and profit, through and including the date of cancellation.
8. **Backcharges.** No backcharges or delay in payment for goods or services furnished by Seller shall be made by Buyer without Seller's advance written approval. If Buyer assesses backcharges against Seller which are not approved in advanced by Seller, Buyer shall be in breach of its contract with Seller, and Seller shall have no further obligation to continue performing any further work or service for Buyer.
9. **Escalation.** After receipt of an order, Seller will diligently pursue the work required to meet the shipping schedule. However, if drawing approvals are delayed beyond eight (8) weeks from submission of Seller's drawings or if Buyer does not accept shipment of the goods when manufacturing is completed, then the purchase price of the goods will escalate at the rate of .25% per month (3% per year).
9. **Disputes and Governing Law.** All disputes and controversies arising between Seller and Buyer shall be settled by a court of competent jurisdiction in Kane County, Illinois. All agreements between Seller and Buyer shall be construed in accordance with, and governed by, the laws of the State of Illinois, and shall be construed to be between merchants.
10. **Indemnification.** Seller will indemnify Buyer against direct damages caused by Seller's sole fault, provided, however, that Seller's maximum liability to Buyer for any such direct damages shall not exceed the purchase price of the goods sold to Buyer. **Seller shall have no liability to Buyer for liquidated, consequential, incidental, or indirect loss or damages of any kind whatsoever, including loss of profits, which arise or are alleged to arise from Seller's furnishing of goods or services to Buyer. Notwithstanding anything to the contrary contained herein, seller shall have no liability to Buyer for direct or indirect damages arising from delays in delivery. Seller's liability for warranty claims is only as set forth in Seller's Warranty. The parties acknowledge that without the limitation of Seller's liability, as provided herein, the sale of the goods to Buyer would not be economically feasible.**
11. **Limitation of Actions.** Notwithstanding any statutory period of limitation to the contrary, and except as otherwise provided in Seller's Warranty, any action or claim against Seller by Buyer with respect to Seller's furnishing of goods must be brought within one (1) year from date of Seller's shipment or offer of shipment of the goods purchased by Buyer.
12. **Entire Agreement.** Seller's Proposal, including these Terms and Conditions of Sale, constitute the entire agreement between Seller and Buyer, and supersede all prior agreements, whether oral or written, between Seller and Buyer with respect to the subject matter hereof. If any provision of these Terms and Conditions of Sales is held to be invalid or is otherwise rendered unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions thereof. Any assignment by Buyer, or any changes or modifications to Seller's Proposal and these Terms and Conditions of Sale, will be effective as to Seller only if written consent is first obtained from an authorized employee of Seller. This Agreement shall be binding upon, and inure to the benefit of, Seller and Buyer, and their respective successors, assigns, heirs and legal representatives.