



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Proposal and Waive Bid Process for Emergency Repairs for Wastewater Treatment Plant

Presenter: John Lamb

Please check appropriate box:

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 08.22.11
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$53,250.00	Budgeted:	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
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If NO, please explain how item will be funded:

Budget addition from wastewater reserves.

Executive Summary:

On July 23rd one of the two final clarifiers at the Main Treatment Plant malfunctioned and ceased to operate. The reason for the malfunction was the sludge manifold system at the bottom of the clarifier became unlevelled and bent which caused it to stop rotating. This can happen over time due to constant operation and wear and tear on the manifold. The piece of equipment is twenty-five (25) years old.

Although there is a second final clarifier that remains operational staff utilizes the second clarifier during high flow events and may be put in service for operational reasons. Due to the urgency of repair staff has contacted a company that has repaired this piece of equipment in the past and is an authorized repair company for the equipment. Estimated cost of repair is \$53,250.00.

Since this is an unanticipated cost and is not budgeted repair will need to be funded by budget addition from the sewer and wastewater reserves.

Attachments: *(please list)*

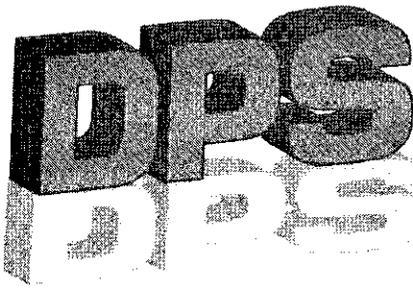
Proposal and Scope of Services from DPS Equipment Services

Recommendation / Suggested Action *(briefly explain):*

Staff requests waiving of bids and recommends approval of proposal from DPS Equipment Services in the amount of \$53,250.00.

For office use only:

Agenda Item Number: 3.1



EQUIPMENT SERVICES, INC.
process equipment repair, retrofit, reconditioning services

SERVICE PROPOSAL #11-143

Date: July 30, 2011

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Mr. Michael Burnett
 Environmental Services Division Manager
 City of St. Charles
 Two East Main St.
 St. Charles, IL 60174

Work Location: Main Facility

Telephone#: 630/443-3925

Scope of Services

We hereby propose to furnish labor and materials as necessary to **replace the center column, sludge manifold, and rebuild the drive unit** on the west final clarifier originally furnished by Envirex under original order #H119141 (1986).

Services shall consist of disconnecting the trusses from the drive cage, and the tow-bro header from the sludge manifold. We shall disconnect and remove the bridge, drive unit, drive cage, sludge manifold, and center column. The replacement center column and sludge manifold shall be fully finish painted (three full coats of epoxy paint, minimum 12 mils. thick), installed, leveled, set and re-grouted at the base, re-using the existing anchors. The existing drive unit intermediate and main gear assemblies shall be completely disassembled, thoroughly cleaned, inspected, and re-used. All bearings, bearing races, seals, stop blocks, dust shields, and gaskets shall be replaced. The sealing surfaces on the input and output shafts shall be reconditioned or relocated if necessary. Services shall also include replacing the sludge manifold seals.

Project Cost: \$53,250.00

Project cost includes: project management, all field and administrative labor, replacement components, crane services, standard and specialty tools, equipment, travel, and living expenses.

Notes: (1) Client shall drain and clean the clarifier basin prior to the start of the project.

Options: (1) To exclude rebuilding drive assembly – Deduct -\$8,500.00.
 (2) To exclude replacing the sludge manifold – Deduct -\$5,500.00.

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 PUBLIC WORKS

All work is to be performed in accordance with or to exceed the manufacturer's specifications for above work, and completed in a substantial workmanlike manner.

All services and replacement components shall carry a one-year warranty.

Payments shall be made Net 20 Days from the Date of Invoice.

Sign and Return one copy of the Proposal cover original with a signed copy of the attached "Terms Governing Customer Services".

Respectfully submitted,


Michael R. Sears - Project Manager

Date: 1/30/11

Note: This proposal may be withdrawn if not accepted within 60 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and attached Service Terms of this Proposal are satisfactory, and are hereby accepted. DPS Equipment Services, Inc. is authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date _____

TERMS GOVERNING CUSTOMER SERVICES

1. **Basis of Price:**
 - A. DPS, Inc.'s prices do not include the cost of materials or the cost of any third party services unless expressly stated within this proposal. Materials furnished by DPS, Inc. shall be covered under the proposal warranty.
 - B. DPS, Inc. prices do not include sales, use, excise or other similar taxes unless expressly stated within this proposal.
 - C. Bonds, insurance (other than our normal coverage), and other premiums are not included. Additional bonding and insurance requirements, if required or requested by the Client, will be added at cost to the proposal price.
 - D. **Terms of Payment:** Net 20 days from the Date of Invoice unless otherwise agreed to in advance and in writing. Partial invoices for equipment and materials will be submitted when the equipment and materials are shipped to the job site. Partial invoices for labor and services may be submitted at the end of each month through project completion. In the event any payment becomes past due, a compound interest charge of 1.5 percent shall be assessed monthly and for any portion thereafter. Client agrees to pay any and all actual Attorneys' fees and court costs if attorneys are retained to collect any past due amounts.
2. **Cancellation:** In the event of cancellation, Client agrees to compensate DPS, Inc. for all work performed up to the date of cancellation, unless cancellation is due to default on the part of DPS, Inc.
3. **Performance and Warranty:** DPS, Inc. agrees to perform the services described under the heading "Scope of Services" hereof, within the limits prescribed by the Client, on a good faith basis under the terms and conditions set forth herein. DPS, Inc. shall exercise reasonable skill and judgment in providing such Services. DPS, Inc.'s responsibility is limited to services specifically performed by DPS, Inc. or sub-contracted by DPS, Inc. for the Client. Except for the direct acts or omissions of DPS, Inc. representatives, the responsibility for proper operation and maintenance of the equipment shall be the Client's. *Failure by the Client to properly operate and maintain the equipment shall void any and all warranty claims and remedies that may result.* DPS, Inc. warrants that services shall be of good quality in all respects. Services shall be performed, findings obtained, and recommendations prepared in accordance with generally and currently accepted industry standards, principles and practices. The services of DPS, Inc. technicians shall be free of defects in workmanship **FOR A PERIOD OF ONE (1) YEAR** from the date of completion. **Remedy:** All warranty claims in connection with the services to be performed hereunder shall be made promptly by the Client in writing and received by DPS, Inc. within one year after DPS, Inc. last performed substantial and related work at the job site. DPS, Inc. shall repair or replace services proven to be defective in workmanship, or at DPS, Inc. sole option, refund the cost of the services. *DPS, Inc. may accept back charges for warranty claims performed by the Client, provided that DPS, Inc. has given its written approval PRIOR to the Client performing such services.*
4. **Safety:** Services shall be performed only under safe conditions. DPS, Inc. shall not have any obligation to work or to continue working in a hazardous environment. DPS, Inc. has the right to discontinue or terminate operations if, in its sole discretion, such discontinuation or termination is necessary for safety and/or health reasons. Charges, as set forth above and below, shall be made for safety and security measures required by hazardous job conditions. All safety related equipment, clothing, devices, etc., furnished by DPS, Inc. at the request or requirement of the Client shall be added at cost to the Proposal price.
5. **Independent Contractor:** DPS, Inc. shall be considered a Professional Services provider, independent agent, representative or contractor, not an employee or joint venturer of Client. DPS, Inc. shall determine the time, manner, means and method of providing the services and shall furnish all labor and tools necessary to perform such services unless otherwise specified in writing; provided, however, DPS, Inc. shall not be responsible for negligence of Client or any other person or entity in the design or selection of a specific manner, means, method or technique which is required by the Client.
6. **Information:** DPS, Inc. shall rely upon information supplied by Client, or Client's engineers or consultants, or information available from generally accepted sources, without independent verification. DPS, Inc. assumes no responsibility for the accuracy of such information and shall not be liable to Client for any inaccuracies contained therein.
7. **Delays and Extensions of Time:** If DPS, Inc. is delayed at any time in the progress of the services by any act or negligence of the Client, including its employees or agents, separate contractor employed by the Client, changes ordered in the Scope of Services, labor disputes, adverse safety conditions, weather related delays, unavoidable casualties, or any causes beyond DPS, Inc.'s reasonable control, or by delay authorized by the Client, then the time to complete the services shall be extended. Additional charges may be made to cover any unforeseen or unusual circumstances not anticipated by DPS, Inc. and the Client, when agreed to by both parties in writing.

8. **Changes, Delays and Unusual Costs:** If the Client requests or causes changes to be made in the Scope of Services, or if the Client delays the progress of work covered by the quotation, DPS, Inc. shall adjust the contract price to reflect any increase or decrease
9. **Permits and Licenses:** Unless otherwise indicated in writing, Client shall procure and provide all necessary permits and licenses required for the services proposed.
10. **Insurance:** DPS, Inc. shall assume responsibility for workmen's compensation coverage of DPS, Inc. employees only. DPS, Inc. shall provide General liability coverage of \$2,000,000, and Automobile coverage of \$1,000,000. All other insurance coverage and necessary permits to accomplish project shall be provided by the Client
11. **Indemnification:** Client agrees to indemnify and hold DPS, Inc., its directors, officers, stockholders, employees, representatives or agents harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability or costs (including actual attorneys' fees and other costs of defense) which arise out of or result from any negligent act or omission of the Client, its employees, agents, consultants, other contractors or any other person or entity; all except and to the extent that such claims, demands, causes of action, liabilities or costs are caused by the sole negligence of DPS, Inc., its directors, officers, stockholders and employees. Non-prevailing party agrees to pay any and all actual attorney fees and court costs if attorneys are retained relative to any dispute between the parties.
12. **GENERAL LIMITATION OF LIABILITY:** Under this agreement, DPS, Inc. shall only be liable for damages for the set of services provided. DPS, Inc. shall not be liable for any consequential or incidental damages, including but not limited to, damages resulting from injury to persons or property, loss of profits, loss of business reputation, or any other losses or expenses not in connection with the scope of services furnished.
13. **Non-waiver:** The failure of DPS, Inc. to insist upon strict performance of any of the terms or conditions stated herein shall not be considered a continuing waiver of any such term or condition or any of its rights, nor shall it imply a course of performance between the parties.
14. **Prevailing Wage:** DPS, Inc. shall pay all labors, mechanics, and other workers employed by DPS, Inc. the prevailing wage as required by law.
15. **Complete Agreement:** The complete agreement between DPS, Inc. and the Client is contained herein and no additional or different term or condition shall be binding unless mutually agreed to in writing. If any term of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity of all other terms hereof shall no way be affected thereby. This Agreement shall take effect upon acceptance and execution by the Client and DPS, Inc.

This proposal shall become a contract only when accepted by the Client and accepted by DPS, Inc. through respective signatures by authorized personnel.

Proposal submitted by: 
Michael R. Sears - Project Manager, DPS, Inc.

Date: 7/30/11

Accepted by Client:

Client Affiliation _____

By: _____ Date: _____

REQUEST FOR WAIVING BID PROCEDURE

We request the City Council to waive the bid procedure and accept the quotation (requiring two-thirds City Council vote) submitted by:

DPS Equipment Services
P.O. Box 509
Byron, IL 61010

For the services: Rebuild replace final clarifier drive unit and replace sludge manifold and center column. At a cost not to exceed: \$53,250.00

Reason for the request to waive the bid procedure: Did not advertise bids due to specialized, unique type of work to be performed. Staff did request proposals from three companies for work and only one responded.

Other Quotations Received: None

Date: 8/10/2011

Requested by: John Lamb

Department Director: _____

Purchasing Manager: _____

Committee Chairman: _____

THIS REQUEST FORM MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING COMMITTEE APPROVAL FOR WAIVING OF THE BID PROCEDURE. REQUESTS FORWARDED DIRECTLY TO THE CITY COUNCIL (AND BYPASSING COMMITTEE) MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING CITY COUNCIL APPROVAL. SUCH REQUESTS ARE TO BE OF AN EMERGENCY NATURE WHERE TIME IS OF THE ESSENCE.