

**VILLAGE OF MAPLE PARK**  
**Resolution 2021-23**

**RESOLUTION AWARDING BID #2021-001 WELL #5  
INSPECTION AND REPAIR IN AN AMOUNT NOT TO  
EXCEED \$97,085.00 AND AUTHORIZING THE VILLAGE  
PRESIDENT OR HER DESIGNEE TO ENTER INTO AN  
AGREEMENT WITH WATER WELL SOLUTIONS  
ILLINOIS, LLC OF ELBURN, ILLINOIS**

**WHEREAS**, Village has determined that it is necessary to provide for the maintenance of the water wells within the Village;

**WHEREAS**, the Village sought bidders for Bid #2021-001 for the inspection and repair of Well #5; and,

**WHEREAS**, the Village of Maple Park requires all contractors to meet the requirements of the Illinois Prevailing Wage Act; and,

**WHEREAS**, on Monday, September 20, 2021, sealed bids were opened for Bid #2021-001 Well #5 Inspection and Repair and read out loud;

**WHEREAS**, two (2) bids were received, and the lowest responsible bidder was Water Well Solutions LLC of Elburn, Illinois, and;

**WHEREAS**, the bid shall be awarded to Water Well Solutions Illinois, LLC of Elburn Illinois, in an amount not to exceed \$97,085.00.

**WHEREAS**, the Village President and Board of Trustees have determined that entering into the Contract with Water Well Solutions Illinois, LLC of Elburn, Illinois will serve and be in the best interest of the Village; and,

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Maple Park as follows:

**SECTION 1:** RECITALS. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

**SECTION 2:** APPROVAL OF THE CONTRACT. The Contract by and between the Village and Water Well Solutions Illinois, LLC, Elburn, Illinois, is hereby approved in the amount of \$97,085.00, in substantially the form attached to this Resolution as Exhibit A.

**SECTION 3:** EXECUTION OF THE CONTRACT. The Village President and the Deputy Village Clerk are hereby authorized and directed to execute and attest, on behalf of the Village, the Contract upon receipt by the Deputy Village Clerk of at least one original copy of the Contract executed by Water Well Solutions Illinois, LLC provided, however, that if the executed copy of the Contract is not received by the Deputy Village Clerk within 30 days after the effective date of this Resolution, then this authority to execute and attest will, at the option of the President and Board of Trustees, be null and void.

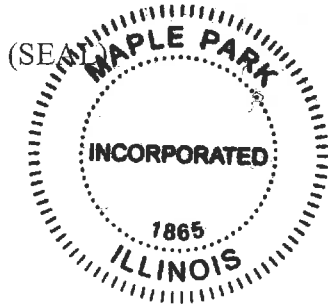
**SECTION 4:** EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED** by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois at its regular Board Meeting held on October 5, 2021.

Ayes: Groezinger, Peloso, Speare, and Ward

Nays: \_\_\_\_\_

Absent: Rebone and Simon



  
Suzanne Fahnestock, Village President

**ATTEST:**

  
Cheryl Aldridge, Deputy Village Clerk

**EXHIBIT A**

**VILLAGE OF MAPLE PARK  
KANE COUNTY, ILLINOIS**



**Village of Maple Park**

**INVITATION TO BID  
Bid #2021-001  
Well #5 Inspection and Repair**

**CONTRACT DOCUMENTS  
AND  
TECHNICAL SPECIFICATIONS**

**September 3, 2021**

**BIDS DUE: September 20, 2021  
TIME: 10:00 a.m.**

**VILLAGE OF MAPLE PARK  
P.O. BOX 220  
302 WILLOW ST  
MAPLE PARK, ILLINOIS 60151**

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## **NOTICE TO BIDDERS**

Sealed bids for the Village of MAPLE PARK, **Bid #2021-001 - Well #5 Inspection and Repair** will be received until **10:00 a.m., SEPTEMBER 20, 2021**. Bids should be submitted to:

Bid, if submitted in person or by delivery service, should be submitted to\*:  
Dawn Wucki-Rossbach, Village Administrator  
Village of Maple Park  
302 Willow Street  
MAPLE PARK, Illinois 60151

If bids are submitted via U. S. Post Office, should be submitted to:  
Dawn Wucki-Rossbach, Village Administrator  
Village of Maple Park  
P. O. Box 220  
MAPLE PARK, Illinois 60151

At that time, the bids will be opened and publicly read aloud. Bid documents are available through DemandStar on the Village's website:  
<http://www.villageofmaplepark.org>

Bids shall be clearly marked:

**BID PROPOSAL: Bid #2021-001- Well #5 Inspection and Repair** on the outside of the envelope and addressed to:

Dawn Wucki-Rossbach, Village Administrator  
Village of MAPLE PARK  
P. O. Box 220  
302 Willow Street  
MAPLE PARK, Illinois 60151

Minority/Women-Owned Businesses are encouraged to bid on this project.

The Village of MAPLE PARK reserves the right to determine the low, responsive bid and to waive irregularities or to reject any or all proposals.

\*Note Village Hall hours posted on website

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## **INFORMATION FOR BIDDERS**

### **EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

Before submitting a Bid, each General Bidder (hereinafter called "Bidder") must:

- A. Examine the Contract Documents thoroughly.
- B. Visit the site to familiarize herself/himself with the local conditions that may in any manner affect performance of the Work.
- C. Familiarize herself/himself with Federal, State, and local laws, ordinances, rules, and regulations affecting performance of the Work.
- D. Carefully correlate her/his observations with the requirements of the Contract Documents.
- E. Inform herself/himself of the conditions and make her/his own estimate of the facilities and difficulties attending the execution of the Work.

**INTERPRETATIONS OF CONTRACT DOCUMENTS PRIOR TO BIDDING** - If any person contemplating submission of a bid for items contained in this bid is in doubt regarding the true meaning of any part of the contract documents, you may submit questions to Dawn Wucki-Rossbach, Village Administrator, (815) 827-3309 or e-mail [dwrossbach@villageofmaplepark.com](mailto:dwrossbach@villageofmaplepark.com) for an interpretation to provide clarification. Questions may be submitted to the Village Administrator until 4:00 p.m. on Monday, September 13, 2021. Responses will be provided, if applicable, by Wednesday, September 15, 2021 by 4:30 p.m.

All replies that alter the intent of the Contract Documents will be issued by Addendum e-mailed or delivered to all parties recorded by the OWNER as having received the Contract Documents. Only questions answered by formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal effect.

### **OMISSIONS AND DISCREPANCIES**

No vendor shall be permitted to use to their advantage any error or omission in this solicitation or specifications. If the vendor shall have any questions or desires a clarification or interpretation regarding any of the items specified, the vendor shall request such clarification in writing and any such clarification shall be made available to all vendors prior to the date of submissions.



### **EXISTING INFORMATION**

- A. All reports and/or information are available for examination by Bidders so that they may have access to the identical information available to the OWNER and form their own judgement thereon. This information is presented in good faith, but is not intended as a substitute for personal investigations, interpretations, or judgement of the Bidder. Such information is available without guarantee of the OWNER as to its accuracy or completeness.
- B. Before submitting her/his Bid, the Bidder shall undertake, at her/his own expense, any and all investigations and shall examine the best sources available as s/he deems necessary to satisfy herself/himself as to the nature of physical conditions existing at the project site and to determine her/his Bid Price for the performance of the Work in accordance with the Contract Documents. In the event that such surveys, investigations, and/or examinations require the Bidder to enter the property of the OWNER normally closed to public access or examination, the Bidder shall first require written permission to do so from the OWNER. The OWNER will respond in writing to such requests.
- C. It is further agreed that the Bidder and the CONTRACTOR shall not use any of the information, including reports made available to her/him by the OWNER as a basis of grounds of claim or demand of any nature against the OWNER arising from or by reason of any variance which may exist between the information made available and the actual conditions encountered during the Work, except as provided by the Contract Documents.
- D. The submission of a Bid will constitute an incontrovertible representation by the Bidder that s/he has complied with every requirement of paragraphs A through C.

### **TIME FOR COMPLETION**

The CONTRACTOR will be required to complete the Work under this or these Contract(s) within 60 days after receipt of a Notice to Proceed is issued by the OWNER.

### **PRE-BID INFORMATION**

- A. To demonstrate her/his qualifications for the Project, each Bidder must submit three (3) municipal references that the Bidder has sufficient experience, necessary capital, materials, machinery, and skilled workers to complete the Contract. The OWNER's decision or judgement on these matters shall be final, conclusive, and binding.
- B. The OWNER may make such investigations, as s/he deems necessary to determine the ability of the Bidder to perform the Work.
- C. A list of names of subcontractors or other persons or entities proposed for principal portions of the Work.

**POST-BID INFORMATION**

The Bidder shall, within seven (7) calendar days of notification of intent to award the Contract for the Work, submit the following information to the OWNER:

- A. A designation of the Work to be performed by her/his own forces
- B. Costs for each portion of the Work

The Bidder will be required to establish to the satisfaction of the OWNER the reliability and responsibility of the persons and/or entities proposed to furnish and perform the Work described in the Contract Documents.

Prior to Award of the Contract, The OWNER will notify the Bidder in writing if s/he has reasonable objection to any proposed person or entity. If the OWNER has reasonable objection to any such proposed person or entity, the Bidder may, at her/his option, (1) withdraw her/his Bid, or (2) submit an acceptable substitute person or entity with an adjustment in her/his Bid price to cover the difference in cost occasioned by such substitution. The OWNER, may at her/his discretion, accept the adjusted Bid price or disqualify the Bidder. The event of either withdrawal or disqualification under this paragraph, Bid Security will not be forfeited. Persons or entities proposed by the Bidder and to whom the OWNER has made no reasonable objection, as stated above, must be used on the Work for which they were proposed and shall not be changed without the written consent of the OWNER.

**BID SCHEDULE**

- A. The Bid Schedule is included in the Contract Documents. Additional copies may be obtained from the OWNER via DemandStar accessible through the Village's website. Bidders shall not remove the Bid Form from the volume of Contract Documents, but shall submit proposals bound with the complete volume of documents, including all Addenda.
- B. Bid Forms must be completed in ink or by typewriter.
- C. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested to by the secretary. The corporate address and state of incorporation shall be shown below the signature.
- E. All names shall be typed or printed below the signature.
- F. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Schedule).

## **BID SECURITY**

- A. Each Bid must be accompanied by a Bid deposit in the form of a Bid Bond, issued by a national bank or trust company located in the State of Illinois and payable to the Village of MAPLE PARK. The amount of depositor this Contract shall be **ten (10) percent of the Bid price.**

The amount of the check is: \$ 68,176<sup>00</sup>

- B. The deposit shall be enclosed in the sealed envelope containing the Bid.
- C. Each Bid deposit may be held by the OWNER as security for fulfillment of the Bidder's promises, set forth in her/his Bid, that s/he will not withdraw her/his Bid while it is being considered and will not withdraw her/his Bid while it is being considered and will execute the Contract and furnish the required Bonds and insurance certificates if her/his Bid is accepted. Should the Bidder fail to fulfill such promises, her/his Bid deposit shall become the property of or be payable to the OWNER as payment for damages. The Bid security of the successful Bidder will be retained until s/he has executed the Agreement and furnished the required Contract Security and insurances, whereupon the Bid Security will be returned. The successful Bidder will be required to be bonded to the OWNER in a sum equal to 100 percent of the amount of the Bid by a separate Performance Bond and Payment Bond.
- D. In the event the successful Bidder fails to execute and deliver the Agreement and to furnish the required Contract Security and insurance certificates within 10 days of Notice of Award (Sundays and Legal Holidays excluded), the OWNER may rescind the Notice of Award and the Bid Security of that Bidder shall be forfeited as liquidated damages.
- E. In the event the successful Bidder has failed to fulfill such promises (and subject to the OWNER's right to reject all Bids), the OWNER shall issue the Notice of Award to the next lowest responsive Bidder. Any Bidder so awarded a Contract shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made.
- F. Unless it shall become the property of, or payable to the OWNER, said deposit shall be returned to the Bidder as hereinafter provided. Deposits or Bid Bonds will be returned to all except the three (3) lowest Bidders within three (3) days (Sundays and legal holidays excluded) after the OWNER has compared Bid prices. When the Contract has been executed, the bonds of the two (2) remaining unsuccessful Bidders will be returned. In the event that the Contract has not been executed by both the accepted Bidder and the OWNER within 45 consecutive calendar days after the Bid opening, Bid Security will be returned promptly upon demand of any Bidder who has not been notified of the acceptance of his Bid.
- G. Check deposits accompanying Bids that are rejected will be returned within five (5) days (Sundays and legal holidays excluded) after the rejection of the Bid.

- H. None of the three (3) lowest Bids shall be deemed rejected, notwithstanding acceptance of one (1) of the Bids, until the Contract has been executed by both the OWNER and the accepted Bidder.

#### **SUBCONTRACTORS**

- A. A Subcontractors' acceptance shall be in accordance the GENERAL CONDITIONS – 6. SUBCONTRACTORS. The CONTRACTOR will not be permitted to use or substitute subcontractors without written approval of the OWNER.
- B. The CONTRACTOR will not be permitted to subcontract more than 50 percent of the total amount of work.

#### **BONDS**

- A. All Bonds are required as follows:
  - 1. All Bonds submitted as Bid Security or by a Bidder to whom notification of an award of a Contract has been given shall be executed by one (1) or more surety companies legally authorized to do business in the State of Illinois. Such surety or sureties shall also be satisfactory to the OWNER. In addition, such surety or sureties must have certificates of authority as acceptable sureties on Federal bonds and as acceptable reinsuring companies within the limitations set forth in the latest Treasury Department Circular 570 published by the Fiscal Service Bureau of Accounts, Washington, D.C.
  - 2. All required Bonds shall be executed on behalf of the surety or sureties in such a manner as shall legally bind the surety or sureties. If the execution is by an attorney-in fact, a power of attorney evidencing the authority of such attorney shall be attached to the Bond. Such power of attorney shall bear the same date as the Bond to which it is attached. If the surety or sureties are not State of Illinois corporations, the power of attorney must evidence the fact that the attorney-in-fact is a resident of Illinois.

As surety, Bonds in the following amounts will be required for the faithful performance of the contract and the payment for labor and materials.

- B. Performance/Payment Bond
  - 1. A Performance and Payment Bond in the full contract amount must be furnished simultaneously with the delivery of the executed Contract by the successful Bidder.
  - 2. The Payment Bond shall continue in effect for a period of one (1) year from the date of completion, approval and acceptance of the entire Work by the OWNER for the guarantee and maintenance of the Work.

The undersigned Bidder agrees to provide Performance Bond and Payment Bond executed in accordance with Contract Performance Bond form furnished by and acceptable to the OWNER written with Bonding Agency

in the amount of 100% of the Grand Total this cost of which is included in this Bid.

Cost of the bond for a Change Order is 2 percent of the change order cost.

#### **EXECUTION OF CONTRACT**

The Bidder to whom the Contract is awarded will be required to execute the Contract and furnish the required Bonds within 10 days (Sundays and legal holidays excluded) after receipt of notification that the Contract is ready for signature.

The OWNER, within 30 days of receipt of acceptable Payment Bond and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the Bidder may by written notice, withdraw her/his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

#### **CERTIFICATE OF INSURANCE WITH ENDORSEMENT**

The CONTRACTOR will not be permitted to start any construction work under this Contract until Certificates of Insurance, with the accompanying CG 2026 0413 Endorsement, covering all insurance called for under the Contract Agreement, have been submitted and approved by the OWNER.

#### **BID ITEM BREAKDOWN**

At least 10 days prior to the preparation of the first estimate for payment, the CONTRACTOR shall provide a complete breakdown of the cost of work for each lump sum bid item. The breakdown shall be prepared in such a manner that it may be used as a basis for estimating the value of Work completed to the end of any month. The extent and basis of the breakdown shall be subject to the approval of the OWNER. No payments will be made to the CONTRACTOR until such breakdown has been submitted to and approved by the OWNER.

#### **LIQUIDATED DAMAGES, PENALTY, AND INCENTIVE**

If the CONTRACTOR fails to complete the Work on or before the time set forth above or as provided in the Contract Documents covering extension of time, then the OWNER may retain an amount as set forth in the Contract as liquidated damages for each calendar day in excess of the completion date as referred to in SPECIFIC CONDITIONS – 2. PROSECUTION OF WORK.

### **SALES AND USE TAXES**

The Bidder shall study all tax laws for the jurisdiction in which the Work is done, particularly so-called "Sales and Use Taxes" for which s/he may be liable as a consumer or user of goods. The Bid shall be made in accordance with such laws and shall include such taxes in the Bid amount. The Bidder shall also obtain, where applicable, sales and use tax exemptions from the OWNER. The successful Bidder will be required to obtain necessary business licenses and pay necessary business license taxes in the State of Illinois.

### **WITHDRAWAL OF BIDS**

- A. The attention of Bidders is directed to the fact that, in submitting a Bid, the Bidder agrees that the bid will not be withdrawn within 30 consecutive days after the actual date of the Bid opening.
- B. Upon proper request and identification, Bids may be withdrawn as follows:
  - 1. At any time prior to the designated bid opening, upon written or e-mail request of the Bidder, provided confirmation of any e-mail over the signature of the Bidder is mailed and postmarked prior to the time set for the Bid opening. Bid documents and security of any Bidder withdrawing a Bid in accordance with the foregoing conditions will be returned.
  - 2. Provided the Bid has not been accepted by the OWNER, at any time subsequent to the expiration of the period during which the Bidder has agreed not to withdraw the Bid.
- C. Unless a Bid is formally withdrawn, it shall be deemed open for acceptance until the Contract has been executed by both parties thereto or until the OWNER manifests that he does not intend to accept the Bid. Notice of acceptance of a Bid shall not constitute rejection of any other Bid.

### **E-MAIL MODIFICATIONS**

Any Bidder may modify her/his Bid by e-mail communication at any time prior to the scheduled closing time for opening of Bids, provided, such e-mail communication is received by the OWNER prior to the closing time, and further provided, the OWNER is satisfied that a written confirmation of the e-mail modification over the signature of the Bidder was mailed prior to the closing time. The e-mail modification shall not reveal the Bid price but shall provide the addition, subtraction, or other modification so that the final prices or terms will not be known by the OWNER until the sealed Bid is opened. If written confirmation is not received within three (3) days (Sundays and legal holidays excluded) from the closing time, no consideration will be given to the e-mail modification.

E-mail modifications should be sent to: Dawn Wucki-Rossbach, Village Administrator at [dwrossbach@villageofmaplepark.com](mailto:dwrossbach@villageofmaplepark.com)

**INFORMAL BIDS**

The OWNER may reject as informal, any Bids which contain erasures not properly initialed or incomplete Bid Documents. The OWNER reserves the right to waive any information.

**IRREGULARITIES**

The OWNER reserves the right to waive any irregularities in the form of the Bid or in the Bidding process.

**RIGHT TO REJECT BIDS**

The OWNER reserves the right to reject any or all Bids if, in the OWNER's sole discretion, it is in the public interest to do so.

**AWARD OF CONTRACT**

- A. The OWNER reserves the right to reject any and all Bids, to accept or reject any of the Bid alternatives, to waive any and all informalities, and to disregard all non-conforming or conditional Bids or counter-proposals.
- B. In evaluating the Bids, the OWNER shall consider: 1) The qualifications of the Bidders, 2) Whether or not the Bids comply with the described requirements, and 3) Unit prices and any alternates requested in the Bid forms. The 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 and equipment) proposed for those portions of the work, for which the identity of subcontractors and other persons and organizations must be submitted as specified herein. The OWNER may conduct such investigations as necessary 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 the OWNER'S satisfaction within the prescribed time. The OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the OWNER'D satisfaction.
- C. If a Contract is awarded, it will be awarded to the lowest responsive Bidder whose evaluation by the OWNER indicates to the OWNER that the award will be in the best interests of the Project.
- D. If the Contract is awarded, the OWNER will give the apparent successful Bidder a Notice to Proceed within 30 days after the day of the Bid opening. To the extent that the 30-day period specified herein is in excess of any period specified by law for the award of contracts, submission of a bid by each Bidder shall constitute written consent of each such Bidder to an extension of time for award of the Contract to the end of such 45-day period.
- E. Within 10 days of the Notice of Award, the CONTRACTOR shall deliver the required contract security to the OWNER simultaneously with the delivery of the executed counterparts of the Agreement.

### **MANUFACTURER'S EXPERIENCE**

Wherever it may be written, that an equipment manufacturer must have a specified period of experience with a product, and the equipment that does not meet the specified experience period, it can be considered if the equipment supplier or manufacturer is willing to provide a bond or cash deposit for the duration of the specified time-period. They must also guarantee replacement of that equipment in the event of failure.

### **WAGE RATE REQUIREMENTS**

The CONTRACTOR and her/his SUBCONTRACTORS shall compensate their employees at no less than the prevailing rate of wages as set forth by the Department of Labor. The CONTRACTOR shall comply with Illinois prevailing wage requirements and all associated costs of doing this shall be included in the Bid price. The OWNER will make no extra compensation to the CONTRACTOR for meeting the above-mentioned requirements. The CONTRACTOR will provide certified payroll sheets, prior to the final payout.

The Bidder shall complete and submit the Wage Rate Requirements Certification Form.

### **SAFETY AND HEALTH REGULATIONS**

This Project is subject to all of the Safety and Health Regulations (CFR 29 Part 126 and all subsequent amendments) as promulgated by the U.S. Department of Labor on 24 June 1974. CONTRACTORS are urged to become familiar with the requirements of these regulations.

CONTRACTOR will comply with specifications in accordance with GENERAL CONDITIONS 16. SAFETY OF PERSONS and 17. ADDITIONAL SAFETY STANDARDS.

### **NON-DISCRIMINATION IN EMPLOYMENT**

Contracts for work under this proposal will obligate the CONTRACTORS and Subcontractors not to discriminate in Employment practices.

### **COPIES OF THE CONTRACT**

There shall be two (2) executed copies of the Contract to be distributed as follows:

OWNER:	One (1) copy
CONTRACTOR:	One (1) copy

### **NON-RESIDENT CONTRACTORS**

The successful Bidder, if a corporation established under laws other than Illinois, shall file, at the time of the execution of the Contract, with the OWNER, a written appointment of the resident of Illinois, having an office or place of business therein, to be her/his true and lawful attorney upon whom all lawful processes in any actions or proceedings against her/him may be served; and in such writing, which shall set forth said attorney's place of residence, shall agree that any lawful process against her/him which is served



on said attorney shall be of the same legal force and validity as if served on her/him and that the authority shall continue in force so long as any liability remains outstanding against him in Illinois. The power of attorney shall be filed in the Office of the Secretary of State if required, and copies certified by the Secretary shall be sufficient evidence thereof. Such appointment shall continue in force until evoked by an instrument in writing, designating in a like manner some other person upon whom such processes may be served, which instrument shall be filed in the manner provided herein for the original appointment.

Non-Resident CONTRACTOR shall be deemed to be:

- A. A person who is not a resident of Illinois.
- B. Any partnership that has no member thereof resident in the State of Illinois.
- C. Any corporation established under laws other than those of Illinois.

**UTILIZATION OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MBE/WBE)**

Bidders on this project are encouraged to utilize enterprises with the Small Business Administration under the Code of Federal Regulations, Title 13 as SB/SDB or WBE.

**BIDDER'S QUALIFICATIONS**

No award will be made to any Bidder who cannot meet all of the following requirements:

- A. Bidder shall not have defaulted nor turned the work over to the bonding company on any contract within three (3) years prior to the Bid date.
- B. Bidder shall maintain a permanent place of business.
- C. Bidder shall have adequate personnel and equipment to perform the work expeditiously.
- D. Bidder shall have suitable financial status to meet obligations incidental to the work.
- E. Bidder shall have appropriate technical experience satisfactory for the class of work involved.
- F. Bidder, shall be registered with the Secretary of State to do business in Illinois
- G. Bidder shall have performed to the satisfaction of the OWNER on previous contracts of similar scope.
- H. Except for approved extensions of a contract, s/he shall not have failed to complete previous contracts on time.

**EQUAL EMPLOYMENT OPPORTUNITY**

The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, or sex. The CONTRACTOR will take affirmative action to ensure that applications are employed, without regard to their race, creed, color, national origin, or sex. Such action shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided setting forth the provision of this nondiscrimination clause.

## BID

Place: Village of MAPLE PARK  
302 Willow Street  
MAPLE PARK, Illinois 60151

Date: SEPTEMBER 20, 2021

Time: 10:00 a.m.

Proposal Water Well Solutions Illinois, LLC

(Hereinafter called "Bidder") a corporation, organized and existing under the laws of the State of Wisconsin, a partnership, or individual doing business as Water Well Solutions Illinois, LLC

for the Village of MAPLE PARK, Illinois (hereinafter called "OWNER").

### Bidders:

The Bidder, in compliance with your invitation for bids, proposes to perform all work for the Village of MAPLE PARK, Well #5 Inspection and Repair MAPLE PARK, Illinois, in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

The Bidder declares as follows:

1. The only parties interested in the Bid as Principals are named herein.
2. This Bid is made without collusion with any other person, firm, or corporation.
3. No officer, agent, or employee of the OWNER is directly or indirectly interested in this Bid.
4. Bidder has carefully examined the site of the proposed work and fully informed and satisfied herself/himself as to the conditions there existing, the character and requirements of the proposed work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in her/his Bid, and s/he has carefully read and examined the proposed Contract, Specifications, and other Contract Documents therein referred to and knows and understands the terms and provisions thereof.
5. Bidder understands that information relative to existing structures, apparent and latest conditions, and natural phenomena as furnished to her/him in the Contract Documents, or by the OWNER, carries no guarantee, expressed or implied as to its completeness or accuracy, and he has made all due allowance therefore.
6. Bidder understands and acknowledges receipt of the design criteria presented in the Specifications and guarantees that the equipment supplied shall perform in compliance with the design criteria.

7. Bidder understands that the quantities of work tabulated in this Bid or indicated in the Specifications or other Contract Documents are only approximate and are subject to increase or decrease as deemed necessary by the OWNER.

The undersigned further understands and agrees that s/he is to furnish and provide for the respective item price Bid, all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the previously mentioned conditions, to complete the above-mentioned Project in accordance with the Contract Documents.

**Village of MAPLE PARK  
Well #5 Inspection and Repair  
Scope of Work**

The Village of MAPLE PARK currently has two (2) municipal wells, which provide the Village with its potable water supply. It is the intention of the Village to have Well #5 pulled for inspection and rehabilitated in accordance with the Village of Maple Park's Capital Improvement Plan/Maintenance Plan (CIP/MP.) Each well is now on a five-year inspection cycle. The following are procedures should be used as a guideline for this project:

1. Mobilize/Demobilize
2. Labor to mobilize, remove and inspect all well appurtenances which include but not limited to the direct drive, discharge head, stuffing box, column pipe & couplings, bearing retainer, bearings, line shaft & couplings, bowl assembly suction pipe and strainer & megger readings of submersible cable.
3. Provide a written report outlining the findings of the inspection, recommendations for repairs, description and sizes of all appurtenances such as column pipe, line shaft, bearing retainer, couplings, sleeves, etc.
4. The full depth of the well shall be televised, once before cleaning and once after.
5. Following televising the CONTRACTOR will make recommendation to the Village of the most effective chemical cleaning method.\*
6. Provide and install a new submersible motor, 75 Hp, 460v, 3600 rpm, 6" Tesla motor, with two (2) year warranty
7. Install a new submersible turbine bowl well pump, ITT Goulds, 3600 rpm Bowl rated for 450 gpm @ 550' TDH.
8. Replace the existing 6" column pipe, approximately 400', with black T & C column pipe Sch. 40. If inspection determines additional pipe needs to be replaced, the CONTRACTOR shall inform the Village and provide the cost to replace the additional pipe at the Unit Cost identified in the Bid Schedule.
9. Provide 2/3 awg heavy duty flat jacketed pump cable.
10. Install two (2) new 6" ductile check valves, tape wrapped.
11. Provide miscellaneous materials including tape, S.S. banding, splice kit and airline.
12. Provide a new level transducer and carrier pipe.
13. Provide well disinfection.
14. Well shall be chlorinated in compliance with AWWA Standard C654-03.
15. Estimated labor for crew to tighten couplings, splice motor, mount motor to bowl, install pumping equipment, perform startup and conduct two (2) hours flow test for performance recording static level, pumping level, draw down and amp readings.
16. Upon completion of this project, the CONTRACTOR will provide a report identifying all appurtenances, their sizes and construction material for future work.

**\*NOTE 1:** The Village recognizes that each CONTRACTOR may have a different method to chemically clean a well. Please provide a description of the process that you intend to use detailing each step of that process.

## BID SCHEDULE

The following Bid Schedule shall be completed in ink or typewritten. The amount of each Bid total shall be shown in both words and figures. The successful Bidder will be required to furnish a Bid breakdown in accordance with the requirements contained in the INFORMATION FOR BIDDERS. The bidder agrees to perform all of the work described in the contract documents for the following unit and lump sum price.

<b>SCHEDULE OF PRICES</b>				
<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Extended Price</b>
Mobilization/Demobilization	1	LS	\$1,500.00	\$1,500.00
Labor to mobilize, remove and inspect all well appurtenances which include but not limited to the direct drive, discharge head, stuffing box, column pipe & couplings, bearing retainer, bearings, line shaft & couplings, bowl assembly suction pipe and strainer & megger readings of submersible cable.	1	LS	\$4,500.00	\$4,500.00
Televise full depth of well (once before & once after cleaning)	2	Each	\$1,000.00	\$2,000.00
Provide a written report outlining the findings of the inspection, recommendations for repairs, description and sizes of all appurtenances such as column pipe, line shaft, bearing retainer, couplings, sleeves, etc.	1	LS	\$350.00	\$350.00
Install a 75 Hp, 460v, 3600 rpm, 6" Tesla Motor w/two (2) year warranty	1	LS	\$10,113.00	\$10,113.00
Install a new submersible turbine bowl, ITT Goulds, 3600 rpm rated for 450 gpm @ 550' TDH	1	LS	\$5,728.00	\$5,728.00
Replace the existing 6" column pipe, approximately 400', with black T & C column pipe Sch. 40 *	400	FT	\$42.50	\$17,000.00
Provide 500' 2/3 awg heavy duty flat jacketed pump cable	500	FT	\$10.25	\$5,125.00
Install two (2) new 6" ductile check valves, tape wrapped	2	Each	\$1,300.00	\$2,600.00
Provide miscellaneous materials including tape, S.S. banding, splice kit and airline	1	LS	\$500.00	\$500.00
Provide a new submersible level transducer and carrier pipe	1	LS	\$5,500.00	\$5,500.00
Provide well disinfection, including chemical treatment, surge block development and wire brushing of well casing and formation.*	1	LS	\$4,500.00	\$4,500.00
Estimated labor for crew to tighten couplings, splice motor, mount motor to bowl, install pumping equipment, perform set up and conduct 2 hr. flow test for performance	1	LS	\$8,760.00	\$8,760.00
<b>GRAND TOTAL</b>				<b>\$68,176.00</b>

\*If inspection/televising determines additional pipe needs to be replace, the CONTRACTOR shall inform the Village in the report and provide the cost to replace the additional pipe.

\*\*Specify chemical treatment of well GO2 Well treatment that will be injected into the well then by using a

Double disk surge block, aggitate the well chemistry in the well for a thorough application - Estimated 1 Day

**Bid Schedule Grand Total**

Number Dollar Amount: \$ 68,176.<sup>00</sup>

Written Dollar Amount: Sixty eight thousand, one hundred Seventy Six <sup>00</sup>/<sub>100</sub>

The Bidder hereby agrees to commence work under this Contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the project within 60 consecutive calendar days thereafter. Bidder further agrees to pay as liquidated damages as set forth in Specific Conditions – Prosecution of Work.

As provided in the INSTRUCTIONS TO BIDDERS, the Bidder hereby agrees that s/he will not withdraw her/his Bid within 30 consecutive calendar days after the actual date of the Bid opening. Also, that, if the OWNER shall accept this Bid, the Bidder will duly execute and acknowledge the Agreement and furnish, duly executed and acknowledged, the required CONTRACT BONDS within ten (10) days after notification that the Agreement and other Contract Documents are ready for signature.

Should the Bidder fail to fulfill any of her/his agreements, as herein above set forth, the OWNER shall have the right to retain as liquidated damages, the amount of the Bid security, which shall become the OWNER's property.

The Bidder, by submittal of this Bid, agrees with the OWNER that the amount of the Bid security deposited with this Bid, fairly and reasonably represents the amount of damages the OWNER will suffer due to the failure of the Bidder to fulfill his agreements as provided above.

This Bid includes the following addenda: (To be filled in by Bidder and Sub-Bidder if Addenda are issued):

The Bidder is a (circle one) (corporation, a partnership, an individual) incorporated in the State of Wisconsin

(NOTE: If the Bidder is a corporation, affix corporate seal and give below the names of its president, treasurer, and general manager; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different business address.)

## **ADDENDA**

Addendum No. 1

9/16/21

Addenda Number(s)

Date

Water Well Solutions Illinois, LLC

Name of Bidder

Signature of Authorized Representative

Vice President

Title of Authorized Representative

825 E. North St

Street Address

Elburn, IL 60119

City, State & Zip

todd.kerry@wwsg.com

E-mail Address

(630) 201-0749

Phone Number



### **SUBCONTRACTOR LISTING**

The following listing of Subcontractors shall be attached and made a condition of the Bid. The Bidder expressly understands and agrees to the following provisions:

- A. If awarded a Contract as a result of this Bid, the major subcontractors used in the prosecution of the work will be those listed below.
- B. The following list includes all subcontractors who will perform work representing 5% (five percent) or more of the Grand Total Bid.
- C. The subcontractors listed below are financially responsible and are qualified to perform the work required.
- D. The subcontractors listed below comply with the requirements of the Contract Documents.
- E. Any CONTRACTOR in the subcontractors listed below shall be requested in writing by the CONTRACTOR and must be approved in writing by the OWNER. All pertinent financial, performance, insurance and other applicable information shall be submitted with the request for substitutions(s). OWNER shall respond to such requests within 14 calendar days following the submission of all necessary information to the full satisfaction of the OWNER.

<b>Name of Subcontractor</b>	<b>Address and Telephone</b>
N/A	

(Attach additional sheets as required.)

## REFERENCES

Provide three (3) reference to which your firm has completed work of a similar scope in the past.

1. Name: Village of Maple Park  
Address: 302 Willow St.  
Contact Person: Dawn Wucki-Rossbach  
Phone: (815) 827-3309  
Contract Value: \$70,000.00  
Name of Contract: Well No. 4  
Contract Dates: 1/21
2. Name: Village of Romeoville  
Address: 615 Anderson Dr.  
Contact Person: Matt Congoran  
Phone: (815) 693-5309  
Contract Value: \$1,500,000.00  
Name of Contract: Well No. 13 & 14  
Contract Dates: 1/19 - 9/21
3. Name: City of Lockport  
Address: 17112 S. Prime Rd.  
Contact Person: Scott Green  
Phone: (815) 671-9873  
Contract Value: \$150,000.00  
Name of Contract: Well No. 11  
Contract Dates: 01/21 - 06/21

## NON-COLLUSION CERTIFICATION

By signing this certification, the BIDDER declares that he/she is not barred from bidding for this CONTRACT as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38 of the Illinois Revised Statutes concerning bid rigging, rotating, kickbacks, bribery, and interference with public contracts.

Todd E. Kerry



09/16/21

Name

Date

Vice President

Title

Water Well Solutions Illinois, LLC

Company Name

825 E. North St

Street Address

Elburn, IL 60119

City, State & Zip

todd.kerry@wwssq.com

E-mail Address

(630) 201-0749

Phone Number

## **DRUG FREE WORKPLACE CERTIFICATION**

In compliance with State of Illinois Compiled Statutes, Chapter 30-580, The CONTRACTOR certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a Statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the CONTRACTOR's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such CONTRACT, the employee will:
    - (A) Abide by the terms of the statement; and
    - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace
  - (2) The CONTRACTOR's policy for maintaining a drug free workplace;
  - (3) Available counseling, rehabilitation, or assistance programs; and
  - (4) Penalties imposed for drug violations.
- (c) Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the CONTRACT and to post the Statement in a prominent place in the workplace.
- (d) Notifying the contracting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program, by any employee, who is so convicted, as required by Section 5 of the DRUG FREE WORKPLACE ACT.

- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the DRUG FREE WORKPLACE ACT.

The undersigned affirms, under penalties of perjury, that he/she is authorized to execute this certification on behalf of the designated organization.

Todd E. Kerry 	09/16/21
Name	Date
Vice President	
Title	
Water Well Solutions Illinois, LLC	
Company Name	
825 E. North St	
Street Address	
Elburn, IL 60119	
City, State & Zip	
todd.kerry@wwssg.com	
E-mail Address	
(630) 201-0749	
Phone Number	

## WAGE RATE REQUIREMENTS CERTIFICATION

### GENERAL

1. The Contract shall be based upon payment by CONTRACTOR and her/his Subcontractor of wage rates not less than the prevailing hourly wage rate for each classification of worker engaged on the Work as determined by the State of Illinois, Department of Labor.
2. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of Work, which may be performed by any worker in any particular period of time.
3. A copy of the wage determination shall be posted by the CONTRACTOR in a conspicuous place at the site of the Work where the workers can easily see it.
4. The CONTRACTOR shall maintain certified time sheets and submit to the Village with final invoice.

Todd E. Kerry



09/16/21

Name

Vice President

Date

Title

Water Well Solutions Illinois, LLC

Company Name

825 E. North St

Street Address

Elburn, IL 60119

City, State & Zip

todd.kerry@wwsg.com

E-mail Address

(630) 201-0749

Phone Number

## NOTICE OF AWARD

Date: \_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Inasmuch as you were the low responsive Bidder for the project entitled Village of MAPLE PARK, Well #5 Inspection and Repair, you are hereby notified that award of a Contract to complete said project is made to you. You are also, further instructed to immediately take the necessary steps for proper and complete execution of the Contract within ten (10) calendar days of the date of this Notice of Award.

---

Dawn Wucki-Rossbach  
Village Administrator  
VILLAGE OF MAPLE PARK

## CONTRACT AGREEMENT WELL #5 INSPECTION AND REPAIR

This AGREEMENT made this 5th day of October in the year 2021 by  
and between WaterWell Solutions, Illinois, LLC (hereinafter called the CONTRACTOR), and  
Village of MAPLE PARK, Illinois (hereinafter called the OWNER).

WITNESSES that the CONTRACTOR and the OWNER for the consideration hereinafter named agree as follows:

1. **CONTRACT DOCUMENTS**

The Contract Documents consist of the Contract, conditions of the Contract (General, Specific, and other conditions), Specifications, all Addenda issued prior to execution of this Contract, and all modifications issued subsequent thereto. These form the Contract and are all a part of the Contract as if, attached hereto or repeated again.

2. **SCOPE OF WORK**

The CONTRACTOR shall furnish all of the materials and equipment and perform all of the work described in the Scope of Work and Specifications entitled Village of MAPLE PARK Well #5 Inspection and Repair, and shall do everything required by the Contract Documents and comply with all GENERAL CONDITIONS and SPECIFIC CONDITIONS.

3. **INSURANCE**

Prior to mobilization, the CONTRACTOR shall provide all of the insurance necessary to protect and save harmless the Village of MAPLE PARK. The CONTRACTOR agrees to purchase a policy of insurance, which shall include the Village of MAPLE PARK as additional insured. The minimum amount of insurance shall be as follows, except no restriction on occurrence limits will be permitted.

General Liability	\$5,000,000
Auto Liability	\$1,000,000
Excess/Umbrella Liability	\$4,000,000
Workers Comp. at Employers Liability	\$500,000/500,000/500,000
Professional Liability (Statutory)	\$5,000,000

Attached to the Certificate of Insurance shall be a CG2026 0413 Endorsement.

The work to be performed under this Contract shall be commenced on the date designated in the Notice to Proceed, and shall be completed within 60 days.

4. **INDEMNITY/HOLD HARMLESS PROVISION**

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify, and hold harmless the Village of Maple Park, its officials, agents, and employees against all injuries, deaths, loss, damages, claims, patent claims,



suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the Village of Maple Park, its officials, agents, and employees, arising in whole or in part or in consequence of the Contractor's performance of this work, its employees, or subcontractors, or which may in anywise result, except that arising out of the sole legal cause of the Village of Maple Park, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorney and all costs and expenses arising therefore or incurred in connection with, and if any judgment shall be rendered against the Village of Maple Park, its officials, agents, and employees, in any such action, the Contractor shall at its own expense, satisfy and discharge same. Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Maple Park, its officials, agents, and employees.

Contractor agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Village of Maple Park, may be retained by the Village of Maple Park to protect itself against said loss until such 16 claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village of Maple Park.

5. **TIME OF COMPLETION**

The work to be performed under this Contract shall be commenced on the date designated in the Notice to Proceed, and shall be completed within 60 days.

6. **LIQUIDATED DAMAGES**

Amount of liquidated damages shall be as set forth in the SPECIFIC CONDITIONS – 2. PROSECUTION OF WORK.

7. **THE CONTRACT PRICE**

The OWNER shall pay the CONTRACTOR for the performance of the Work, subject to additions and deductions by Change Order as provided in GENERAL CONDITIONS – 10. CHANGE ORDERS, in current funds, the Contract Sum of:

Grand Total:

Not to exceed \$97,085.00  
Number Dollar Amount

Ninety-Seven Thousand Eighty-Five and 00/100  
Written Dollar Amount

as shown in the Bid Schedule.

8. **PROGRESS PAYMENTS**

The OWNER shall make payments on account of the Contract as provided in the GENERAL CONDITIONS. Retention from progress payments will be made in accordance with the GENERAL CONDITIONS – 4.C. Progress Payments.

9. **COMPLIANCE WITH LAWS AND REGULATIONS**

In connection with the performance of the Work, the CONTRACTOR shall comply with all statutes, laws, regulations, and orders of Federal, State, county, or municipal authorities, which shall impose any obligation or duty upon the CONTRACTOR.

10. **ACCEPTANCE AND FINAL PAYMENT**

Final payment shall be due 30 days after the final payment invoice, has been delivered to the OWNER, as provided in the GENERAL CONDITIONS – 4.D. Final Payments.

11. **PAYMENT WITHHELD**

The Village may withhold, or due to subsequently discovered evidence, mollify the whole or part of any payment certificate to such extent as may be necessary to protect itself from loss on account of:

- A. Defective work not remedied;
- B. Claims filed or reasonable evidence indicating probably filing of claims;
- C. CONTRACTOR'S FAILURE to properly pay subcontractors or for material or labor;
- D. Damage to other contractors' tools, materials, work or equipment;
- E. Damage to public or private property.

When issues are remedied, payment for amounts withheld because of it will be made.

12. **DEDUCTIONS FOR UNCORRECTED WORK**

If the Village deems it inexpedient to correct work done in accordance with the Contract, an equitable deduction from the Contract price shall be made.

13. **LIENS**

The Village reserves the right to request waivers of lien whether partial or final if the CONTRACTOR utilized subcontractor(s).

**THIS AREA INTENTIONALLY LEFT BLANK**

IN WITNESS, WHEREOF the parties hereto have executed or caused to, be executed by their duly authorized agents, this contract in DUPLICATE, each of which, shall be deemed original, on the day and year first written above.

Suzanne Fahnestock 10-18-2021  
Suzanne Fahnestock, Village President Date  
Attest Dawn Wucki-Rossbach 10-19-21  
Dawn Wucki-Rossbach, Village Administrator Date

**(If an individual, partnership, or unincorporated organization)**

\_\_\_\_\_  
Name of Bidder Signature of Bidder

\_\_\_\_\_  
Address of Bidder

**Names and Addresses of Members of the Firm:**

Michael Judkins 87N3651 Mapleton St., Oconomowoc, WI  
\_\_\_\_\_  
Name Address

Todd E. Kerry 825 E. North St., Elburn, IL 60119  
\_\_\_\_\_  
Name Address

**(If a Corporation)**

Todd E. Kerry Vice President  
\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Signature  
825 E. North St., Elburn, IL 60119

\_\_\_\_\_  
Business Address

Incorporated under the laws of the State of WI

Date: 10/12/21

SEAL



## NOTICE TO PROCEED

Date: \_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

You are hereby notified to commence work on the Village of MAPLE PARK,  
Well #5 Inspection and Repair project, together with all necessary appurtenances within  
ten (10) calendar days of the date of this Notice to Proceed and not later than,  
\_\_\_\_\_ and diligently prosecute this work to completion within 60 days  
for the Village of MAPLE PARK, Illinois.

Dawn Wucki-Rossbach  
Village Administrator  
VILLAGE OF MAPLE PARK

## CONTRACTOR'S RELEASE

KNOWN ALL WOMEN/MEN BY THESE PRESENTS THAT:

\_\_\_\_\_  
(CONTRACTOR)

OF: \_\_\_\_\_  
(County)  
\_\_\_\_\_  
(State)

does hereby acknowledge that s/he has received this day of and from the Village of MAPLE PARK, Illinois the sum of (\$1.00) and other valuable consideration of full satisfactory and payment of all sums of money owing payable and belonging to CONTRACTOR for the Village of MAPLE PARK Well #5 Inspection and Repair Project.

NOW THEREFORE, the said CONTRACTOR (for myself, my heirs, executors and administrators) (for itself, its successors and assigns) do by these presents remise, release, quit claim and forever discharge the said OWNER its successors and assigns, of and from all claims and demands arising from or in connection with the said CONTRACT dated \_\_\_\_\_ 2021 And of and from all, and all manner of action and actions, cause and causes of action and actions, suits, debts, dues, duties, sum and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, damages, judgements, extents, executions, claims and demand, whatsoever in law or equity, or otherwise which against the said OWNER its successors and assigns ever had, now have, or which (I, my heirs, executors, or administrators) (it, its successors and assigns) hereafter can, shall or may have, for upon or by reason of any matter, cause anything whatsoever, from the beginning of the world to date of these presents.

IN WITNESS WHEREOF

\_\_\_\_\_  
(CONTRACTOR)

has caused these presents to be duly executed the \_\_\_\_\_ day  
of \_\_\_\_\_, 2021.

Signed, Sealed, and Delivered in the presence of

\_\_\_\_\_  
(INDIVIDUAL)

(SEAL)

\_\_\_\_\_  
(PARTNERSHIP CONTRACTOR)

(SEAL)

\_\_\_\_\_  
(PARTNER)

(SEAL)

Attest:

\_\_\_\_\_  
(SECRETARY)

(SEAL)

## Well 5 2015 Pump Test



Water Well Solutions

Toll Free: (888) 769-9009

www.waterwellsolutions.com

### PUMPING TEST DATA SHEET

<b>Project</b>	Maple Park Well #5	<b>Date Tested</b>	12/11/2015
<b>Location</b>	State & Broadway	<b>Job No.</b>	134044
<b>Depth of Well</b>	1300	<b>Diameter Of Well</b>	12
		<b>Pump Size</b>	75Hp
<b>Ground Elevation</b>		<b>Measuring Point Elevation</b>	
		<b>Orifice</b>	6 X 4
		<b>Well Type</b>	Sandstone
<b>Airline Length</b>	489	<b>Non-Pumping Water Level</b>	297
		<b>Tested By</b>	Dave & Bill

Time	Orifice Reading	G.P.M.	Airline Reading	Pumping Level	Drawdown	Discharge Pressure (psi)	Transducer	Specific Capacity	Remarks
8:40	44.5	435	0	0	0	70			Start
8:45	44.5	435	120	369	72	70	54	6.041667	
8:50	43	427	109	380	83	70	46	5.144578	
8:55	42.5	425	106	383	86	70	42.8	4.94186	
9:00	42.5	425	104	385	88	70	41.7	4.829545	111/107/105
9:05	42	422	103	386	89	70	40.7	4.741573	
9:10	42	422	102	387	90	70	39.7	4.688889	
9:10	47	447	99	390	93	54	36.6	4.806452	
9:20	46.5	444	98	391	94	54	33.7	4.723404	
9:30	46.5	444	95	394	97	54		4.57732	111/107/108
9:40	46.5	444	94	395	98	54	32.8	4.530612	
9:40	50.5	463	91	398	101	40	32.2	4.584158	
9:50	50.5	463	89	400	103	40	30.5	4.495146	
10:00	50.5	463	89	400	103	40	26.5	4.495146	112/108/108
10:10	50.5	463	89	400	103	40	26.7	4.495146	
<b>NOTE:</b> 75Hp Hitachi/Gould5 - 9RCLC 15 Stage, 1732 RPM, 460Volt 3 Phase, 5" Column, I/O Cable									

## **GENERAL CONDITIONS**

1. **WELL #5** - Has a capacity of 350 gpm and a depth of 1,320 feet. It lies, just north of the Brine Storage Tank. Normally, Well #4 and Well #5 are cycled on a weekly basis and run for three (3) to four (4) hours a day to fill the existing Elevated Storage Tank. The Village is currently running Well #4 while Well #5 is waiting to be rehabilitated.
  
2. **UNIT COSTS** – While it is the Village's intent to purchase all of the items provided in these specifications, the unit cost provided on the bid document shall be utilized in the event it become necessary to decrease or increase the quantity purchased.
  
3. **PRICES** – All prices shall be clearly stated in the Schedule of Prices. No other costs will be permitted to the Bidder beyond those stated in this bid, with the exception of the need to remove and replace 6" column pipe over and above the 400' identified in the Scope of Work.
  
4. **PAYMENTS** –
  - A. **Invoices** – Shall be delivered to the Village of Maple Park, P. O. Box 220, Maple Park, Illinois 60151.
  - B. **Prompt Payment Act** – The Village of Maple Park shall make payments in accordance with the Local Government Prompt Payment Act.
  - C. **Progress Payments** - The CONTRACTOR shall provide a detailed invoice illustrating the amount of work completed during the prior month. Invoices should be submitted by the 15<sup>th</sup> of the month in order to be processed and included on the Warrants List for the next regularly scheduled Village Board Meeting. Village Board Meetings are the first Tuesday of each month.
  - D. **Final Payments**– The CONTRACTOR shall submit a final invoice for payment, identifying the final quantities used and equipment used in rehabilitating Well #5, should be submitted by the 15<sup>th</sup> of the month in order to be processed and included on the Warrants list for the next regularly scheduled Village Board Meeting. The invoice shall be accompanied by the certified timesheets, as provided in the WAGE RATE REQUIREMENTS CERTIFICATION, Page 24.
  
5. **NON-ENFORCEMENT BY THE VILLAGE** - The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the Village of Maple Park, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

6. **SUBCONTRACTORS** – The Contractor shall not enter into any subcontracts or agreements, or start any work by the work forces of a third party or use any materials from the stores, of the third party, with respect to this contract, without the prior concurrence of the Village of Maple Park. All requests for concurrence shall be submitted to the Village of Maple Park for approval prior to allowing the subcontractor to begin any work or for using any material stores from the third party.
7. **INDEPENDENT CONTRACTOR** - The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Village of Maple Park.
8. **TERMINATION** - The Village of Maple Park reserves the right to terminate their respective portion of this contract, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the Village for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the Village shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.
9. **WARRANTIES** – The OWNER shall be provided with the full manufacturer's warranty as a condition of the award. The warranty shall be stated on the bid document. The successful Bidder must provide the OWNER with any and all instructions, manuals and directions for property cleaning and maintenance of all items bid. (The CONTRACTOR shall warrant against all defects in material and workmanship for a period of two (2) years.)
10. **CHANGE ORDERS** - The Owner believes that the project is fully defined in the Contract Documents and that Change orders will not be necessary. However, in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications. All Change Orders and alternative suggestions must be approved by the Village of Maple Park prior to execution.
  - A. Change Orders shall comply with 720 ILCS 5/33E-9.
  - B. In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.
  - C. The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to both extras and credits and for work performed by the Contractor, a Subcontractor, or Sub-subcontractor.
  - D. Detailed written Requests for Change Orders must be submitted to the Owner's Representative on the form provided by the Owner. (Request furnished in any other format or lacking sufficient information will be rejected). In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where



major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the Village of Maple Park Village Administrator.

- E. Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.
- F. A written Change Order must be issued by the Village Administrator, prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

**11. TOXIC SUBSTANCES DISCLOSURES** - All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.

**12. DAMAGE TO PROPERTY**

- A. CONTRACTOR is responsible for property damage caused by their work performed for this contract and shall replace or restore it to its original condition at not cost to the occupant, owner or Village. The Village shall be held harmless for all liability under the Scope of Work of this Contract.
- B. CONTRACTOR is not authorized to drive equipment on private property without property owner's written authority.
- C. If damage exists before work begins (i.e. sidewalk, driveway cracks) it is recommended that the CONTRACTOR notify the Public Works Director/Building Inspector prior to starting work. Take pictures of pre-existing damage before beginning work. This is for the CONTRACTOR'S protection.

**13. RESERVATION OF RIGHTS** – The Village reserves the right to reject any and all bids, to waive any technicalities in the bid process, to award any bid or portion of a bid which is deemed to be the most advantageous to the Village of Maple Park and to make such investigations as are deemed necessary to determine the ability of the vendor to perform the services requested.

**14. JURISDICTION, VENUE, CHOICE OF LAW** - This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Circuit Court of Kane County, State of Illinois.

**15. AUDIT/ACCESS TO RECORDS** –

- A. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of

contract amendments, change orders) and a copy of the cost summary submitted to the Village. The Auditor General, the Municipality, or any government agency or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The Contractor will provide facilities for such access and inspection.

- B. Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- C. The Contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns a Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- D. Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

16. **SAFETY OF PERSONS** - Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes. Contractor shall be in charge of, and responsible for, maintaining the site and performing the Work, so as to prevent accidents or injury to persons on, about, or adjacent to the site where the Work is being performed. Contractor shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of the life and health of employees and persons nearby. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

17. **ADDITIONAL SAFETY STANDARDS** - The Contractor shall perform all work in compliance with all applicable Federal, State and local laws and regulations, including but not limited to, the following:

- A. All equipment used under this contract shall be maintained in good operating condition and be appropriately licensed and inspected by the State of Illinois.
- B. Any hazardous work practice(s) being conducted as determined by the Public Works Director/Building Inspector shall be immediately discontinued by the Contractor upon receipt of either written or verbal notice by the Public Works Director/Building Inspector to discontinue such practice(s). The Contractor shall not continue any work which it considers dangerous and shall immediately notify the Public Works Director/Building Inspector if such is the case.

C. **OSHA STANDARDS:** Contractor shall read and comply with all applicable Occupational Safety and Health Act (OSHA) standards. Special attention is directed to the Congressional Federal Register, Volume 58, Number 9, Thursday, January 14, 1993, Part 1910 (Permit Required Confined Spaces for General Industry.) Equipment supplied to the Village must comply with all requirements and standards as specified by the OSHA. Items not meeting any OSHA specifications will be refused.

18. **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE** – The selected bidder agrees that it will be required to comply with all applicable Federal and State of Illinois Equal Employment Opportunity laws and regulations.

19. **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS** – The bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age or national origin.

20. **SEXUAL HARASSMENT** – The bidder will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment utilizing examples; (iii) an internal complaint process including penalties; (iv) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (v) direction on how to contact the Department and Commission; (iv) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Village upon request.

21. **ILLINOIS FREEDOM OF INFORMATION ACT ILCS 104-1 et. Seq.** –

A. The Contractor agrees to furnish all documentation related to this RFB and any documentation related to the Village of Maple Park, required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after the Village issues a notice of such request to Contractor. The Contractor agrees to defend, indemnify and hold harmless the Village of Maple Park, 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 the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor's, actual or alleged violation of the FOIA or Contractor's failure to furnish all documentation related to a request within five (5) days after the Village issues a notice of a request.

B. Furthermore, should the Contractor request that the Village of Maple Park utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the Contractor agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The Contractor agrees to defend, indemnify and hold harmless the Village of Maple Park, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees,

filing fees and any other expenses) to defend any denial of a 16 FOIA request by the Contractor's request to utilize a lawful exemption to the Village.

**22. NATIONAL SECURITY/PATRIOT ACT –**

- A. Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.
- B. Contractor hereby represents and warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation

**23. REMOVAL OR SUSPENSION OF BIDDERS –** Village may remove or suspend bidder from the bidder's list for a specified period not to exceed two (2) years. The Bidder will be given notice of such removal or suspension if:

- A. Services performed do not comply with contract specifications;
- B. Work is not done within the contract's specified timeframe;
- C. An offer is not kept firm for length of time specified in the contract;
- D. Contractor fails to provide performance bond when required by Invitation to Bid;
- E. Contractor is found guilty of collusion;
- F. Bankruptcy or evidence of insolvency is found;
- G. An employee currently serves as a Maple Park Village Board Member or Village employee and is financially involved in the proposed work.

**24. LATE BIDS –** Formal bids received after specified bid opening time will not be considered and will be returned unopened.

**25. DEFAULT -** Time is of the essence as to the awarded contract and, of delivery or acceptable items or rendering of services is not completed by the time promised, the Village reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with all losses

incurred. The Village shall be entitled to recover its attorney's fees and expenses in any successful action by the Village to enforce this contract.

**26. PROTECTION & SAFEGUARDS**

- A. Unless otherwise specified, the CONTRACTOR, as a part of this contract, shall provide, erect and maintain temporary roads, fences, bracing, lights, warning signs, barricades, etc. necessary for the protection of the construction materials, adjacent property and the public.
- B. The CONTRACTOR shall contact all utilities which will be affected by its operations and notify the owners of the utilities of its operations and their limits within forty-eight (48) hours prior to beginning construction. The contractor shall be responsible for damage to utilities and shall, at his or her own expense, restore such property to a condition equal to that which existed before its work, as may be directed by the owners.
- C. The CONTRACTOR shall protect all work and unused materials of this contract from any and all damage.

**27. MATERIAL STORAGE** – On-site areas may be designated for material/equipment storage. The CONTRACTOR will assume all risk and liability associated with the storage of material/equipment at on-site locations.

**28. CLEAN UP**

- A. The CONTRACTOR shall at all time keep the premises free from accumulation of waste material or rubbish caused by its employees or work and at the completion of the work it shall remove all its rubbish, tools, and surplus materials from the premises, leaving the area in a neat and workmanlike condition. In case of dispute, the Village may remove the rubbish and charge the cost to the contractor.
- B. CONTRACTOR recognizes that proper cleanup and removal of construction debris is an important safety consideration. The CONTRACTOR shall be solely responsible for daily construction site/area cleanup and removal of all construction debris in accordance with Village-approved disposal practices. Contractor shall be solely responsible for identifying and removing at its expense all hazardous materials and waste which it uses and generates.

**29. WORK HOURS** - Village work hours are 7:00 a.m. – 10:00 p.m. Sunday through Thursday and from 7:00 a.m. – 11:00 p.m. Friday and Saturday.

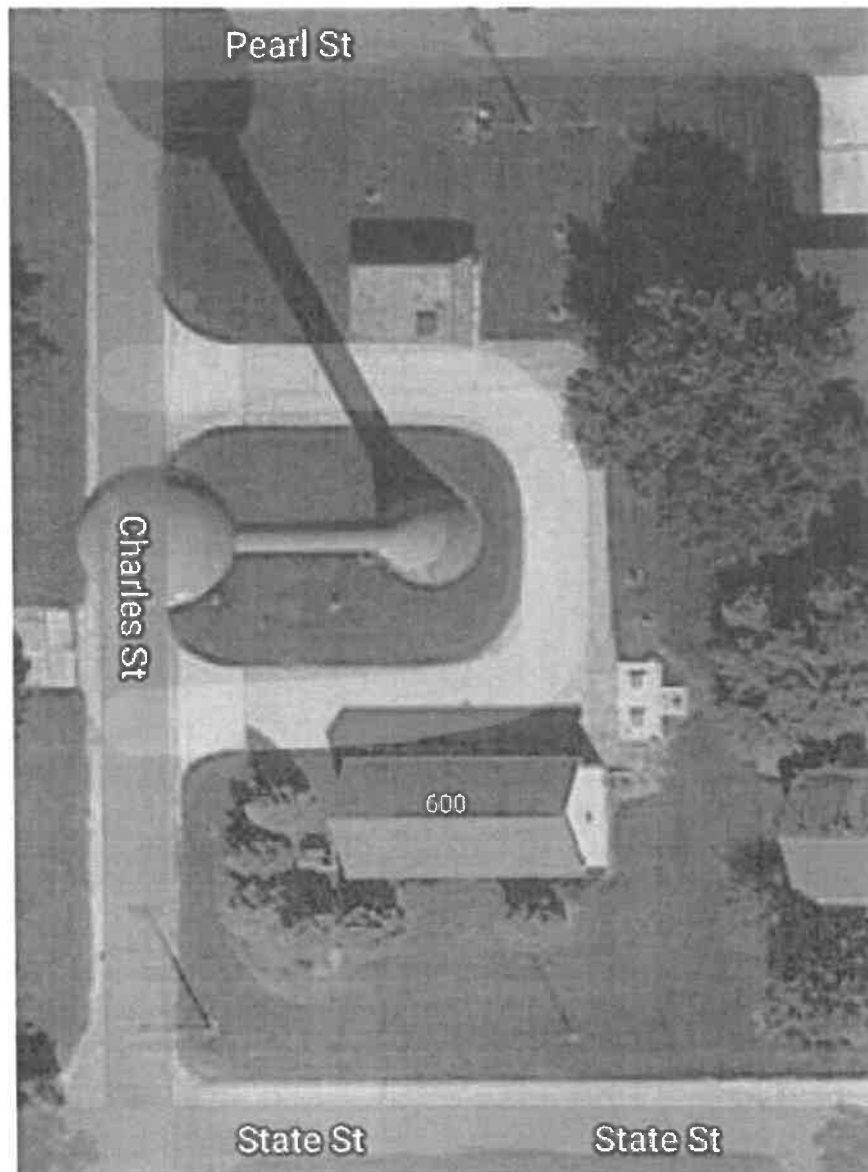
## **SPECIFIC CONDITIONS**

1. **CHANGES AND EXTRAS** - The OWNER may at any time by written order, and without notice to the sureties, make changes within the general scope of this contract. If any change causes an increase or decrease in the cost or time required for the performance of this contract, then an equitable adjustment shall be made in the contract price. Such cost may be adjusted in writing only, and must be signed by both CONTRACTOR and OWNER. Likewise, any claim for extra charges by the CONTRACTOR must be agreed upon in writing by the OWNER prior to beginning such work.
2. **PROSECUTION OF WORK** - The CONTRACTOR shall give her/his personal attention to the work while in progress and shall provide a competent and reliable superintendent at all times who shall have full authority to act for her/him. That superintendent's name and phone number shall be furnished to the Village prior to the start of any work. Any discrepancies or questions pertaining to the extent of the work shall be submitted immediately to the Director of Public Works/Building Inspector and/or the Village Administrator. Time is of the essence to this contract and any failure by the CONTRACTOR to complete the job by December 10, 2021 will result in the OWNER incurring additional expense. Accordingly, it is agreed that for each calendar day beyond the completion time of this contract that the work has not been completed, the CONTRACTOR shall be liable for and have deducted from their pay two hundred dollars (\$200) per day. As such, a precise schedule for the complete project shall be prepared by CONTRACTOR and approved by the Village prior to the start of any work. It is estimated that this work will be done in Quarter four of 2021.
3. **TRAFFIC** - Local traffic shall be able to use all streets during the installation process. All private entrances shall be passable. The contractor shall provide notice to any resident whose driveway will be blocked for any period of time. The CONTRACTOR shall schedule her/his work to minimize hazards and delays, and shall take every possible effort to promote safety. Signs, barricades and flagmen shall be utilized to protect the traveling public and to prevent damage to their vehicles. The minimum number of signs shall include each direction of travel on each street. The signs must comply with MUTCD standards.

## SITE LOCATION

Well #5 is known as 600 State Street/Pearl Street. The property located on Charles Street between Pearl Street and State Street, Maple Park, Illinois.

This is a residential neighborhood.



Bond No.: B 1251310

Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

**AIA Document A310  
BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we  
**Water Well Solutions Illinois, LLC**

**825 E North St Elburn, IL 60119**

(Here insert full name and address or legal title of contractor)

as Principal, hereinafter called the Principal, and Selective Insurance Company of America

a corporation duly organized under the laws of the State of New Jersey  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
**Village of Maple Park**

**320 Willow Street Maple Park, IL 60151**

(Here insert full name and address or legal title of owner)

as Oblige, hereinafter called the Oblige, in the sum of

**10 % Percent of the Total Bid**

**(\$ 10 % Percent)**

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

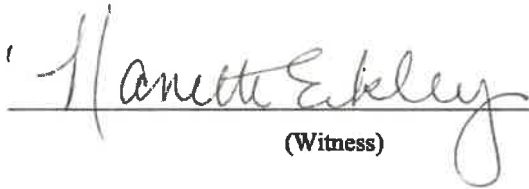
WHEREAS, the Principal has submitted a bid for

**Well #5 Inspection and Repair**

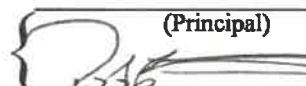
(Here insert full name and address and description of project)

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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.

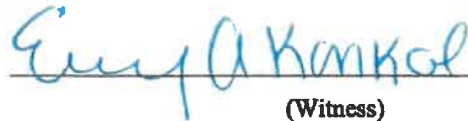
Signed and Sealed this **15th** day of **September** **2021**

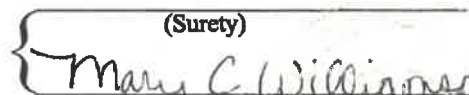
  
(Witness)

**Water Well Solutions Illinois, LLC**

  
(Principal) (Seal)  
(Title) **Vice President**

**SELECTIVE INSURANCE COMPANY OF AMERICA**

  
(Witness)

  
(Surety) (Seal)  
(Title) **Attorney-in-Fact**  
**Mary C Williamson**

"Printed in cooperation with the American Institute of Architects (AIA) by the Selective Insurance Company of America. The language in this document conforms exactly to the language used in AIA Document A310, February 1970 edition."

**AIA DOCUMENT A310-BID BOND-AIA © • FEBRUARY 1970 ED-THE AMERICAN  
INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006**

B-203 (12/92)



**POWER OF ATTORNEY**

**SELECTIVE INSURANCE COMPANY OF AMERICA**, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Mary C Williamson**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **\$1,000,000.00**

Signed this 15th day of September, 2021

SELECTIVE INSURANCE COMPANY OF AMERICA

By: 

Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines



STATE OF NEW JERSEY :

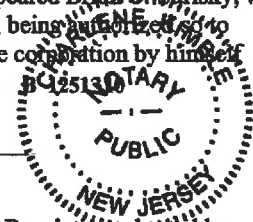
:ss. Branchville

COUNTY OF SUSSEX :

On this 15th day of September, 2021 before me, the undersigned officer, personally appeared **Brian C. Sarisky**, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being duly sworn, to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
ID # N/A  
MY COMMISSION EXPIRES 6/2/26

  
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

**CERTIFICATION**

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution is in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 15th day of September, 2021.

  
Michael H. Lanza, SICA Corporate Secretary





**Water Well Solutions**

September 19, 2021

Village of Maple Park  
P.O. Box 220  
302 Willow St.  
Maple Park, IL 60151

**Re: WELL NO. 5 INSPECTION & REPAIR – BID #2021-001**

Water Well Solutions (WWS) is pleased to provide a bid proposal for the Well No. 5 Inspection and repair project. Recently, WWS completed a similar project repairing Well No. 4 for the Village of Maple Park

WWS's employees are all members of the Local 150 Operating Engineers. Our management team has several hundred years of experience in municipal and industrial well applications and our field crews have several safety certifications, Arch Flash, Crane certified, rigger certified, etc. The Illinois Division is located in Elburn, Illinois and our Illinois crews are dispatched from this location and live in the State of Illinois.

Water Well Solutions is the authorized dealer of Tesla motors in Illinois and Wisconsin and have an extensive list of Tesla submersible motor installations 75Hp and up.

Our proposed rehabilitation method will be identical to the well rehabilitation that WWS performed on Well No. 4. We will use a Chemical Treatment Unit, CTU for mixing of the GO2 well chemistry. Several batches will be mixed and then injected into the well while displacing it with water. Once injected, a double disk surge block will be utilized to introduce the well chemistry in the well. The surge block will be used to provide a more thorough mixing and agitation of the well chemistry within the well to provide a more effective disinfection. In addition, a wire brush shall be used in order to mechanically scratch the well to dislodge and remove any bacteria remaining on the surface of the formation.

Water Well Solutions Illinois is looking forward to continuing to provide reliable water supply services for The Village of Maple Park. We would welcome the opportunity to meet with you as soon as possible to discuss our bid proposal in detail.

If you have any questions or would like to discuss this project in more detail please do not hesitate to contact me directly on my cell phone at (630) 201-0749. Please feel free to visit our website at [www.wwsig.com](http://www.wwsig.com) for more information on the products and services WWS has to offer.

Sincerely,  
*Water Well Solutions Illinois, LLC.*



Todd E. Kerry  
Vice President



# Village of Maple Park

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151

Village Hall: 815-827-3309

Fax: 815-827-4040

Website: <http://www.villageofmaplepark.com>

## MEMORANDUM

**TO:** Water Well Companies

**FROM:** Village Administrator Dawn Wucki-Rossbach *DWR*

**DATE:** September 15, 2021

**SUBJECT:** QUESTIONS RECEIVED REGARDING BID #2021-001 WELL #5 INSPECTION AND REPAIR

1. Is there an engineer's estimate or budget available for the above listed Project?  
*The estimate is \$69,206.00.*
2. Has an anticipated start or end date been set for construction?  
*The Village will award the bid as soon as possible after the bid tabulations have been completed. Village requires that the work be completed no later than 60-days after the contract has been executed.*
3. Are other motor manufacturers acceptable for this bid?  
*Yes, motor to be equivalent to 75 Hp, 460v, 1800 rpm, 6" Tesla Motor w/two-year warranty. Please provide motor specifications if bidding an equivalent motor.*
4. Regarding the subject bid. It looks like we are to include an estimated number of hours and hourly rate for the bid line items 2 & 13 (pull pump & install pump). Can you please confirm?  
*Yes, that is correct, please estimated the number of hours needed to complete the work.*
5. Just confirming the following:
  - 3600 RPM pump & motor are desired for bid – WWS data form indicates existing are 1800 RPM. *1800 rpm is desired – Okay to provide alternate bid for the 3600 rpm motor*
  - 6" drop pipe and check valve are desired for bid – WWS data form indicates existing is 5". *6" is desired*
  - #2 cable is desired for bid – WWS data form indicates existing is 1/0. Our calculations show that #1 is minimum size but it is not typically readily available so the next size up would be 1/0 as WWS has shown. #2 cable appears to be too small. *Size appropriate cable for motor selection that is bid.*
  - The specified design conditions appear to require a 100 HP motor vs the 75 HP specified. *The intention is to match the existing design conditions. If a 100 HP motor is selected for the bid, then the existing motor starter needs to be checked.*

## **Dawn Wucki-Rossbach**

---

**From:** Todd Kerry <todd.kerry@wwssg.com>  
**Sent:** Wednesday, September 8, 2021 1:31 PM  
**To:** Dawn Wucki-Rossbach  
**Cc:** Nanette Eckley  
**Subject:** RE: Well #5 Bid  
**Attachments:** 2021 WWS Brochure.pdf

Dawn

The specification are not clear on how we should submit the Pre-Bid information, so I trust the following references are acceptable in an email format.

Our municipal references which include working on submersible pumping equipment of similar size (75Hp) or larger projects include:

Village of Romeoville  
615 Anderson Dr.  
Romeoville, IL 60446  
Mr. Matt Congoran  
(815) 693-5309

City of Lockport  
17112 S. Prime Rd.  
Lockport, IL 60441  
Mr. Scott Green  
(815) 671-9873

Mill Creek Reclamation District  
611 Stevens St.  
Geneva, IL 60134  
Mr. Jason Fowler  
(630) 514-4304

Please let us know if this meets with your approval.

**Sincerely,**

**Todd E. Kerry**  
Vice President

Water Well Solutions Illinois, LLC  
825 E. North St.  
Elburn, IL 60119

**C: (630) 201-0749 | O: (630) 365-9099 | F: (630) 365-9069**

**Specializing in the rehabilitation of  
existing water wells & pumps**



***Water Well Solutions***

[wwssg.com](http://wwssg.com)



# company profile

## our identity

We are a full service water well contractor. Our clientele consists of municipalities, industries, agriculture, commercial, golf courses and high capacity well facilities.

Our services consist of water well site investigation and selection; water well construction; pump design and installation; well reconstruction and rehabilitation; pump repair and redesign, along with well system appurtenances such as: electrical controls; discharge piping; chemical treatment instruments; water treatment.

## our philosophy

As a sole source water supply contractor, we provide our customers with the highest quality and most cost effective water well solutions for complete water resource development & management.

We are recognized for our diverse team of professionals and our ability to develop and utilize innovative technologies that provide comprehensive solutions for water well redevelopment.

## our history

Water Well Solutions Service Group, Inc. was formed in 2000 and has grown to service the upper midwest market through the development of a wholly owned subsidiary, Water Well Solutions Illinois Division, LLC. Our two locations allow us to provide convenient and expedient service throughout the Midwest.

## water wells

- Test Well & Permanent Well Construction
- Reconstruction - Specialized Casing & Liner Repairs
- Well Rehabilitation
- Geophysical, Radiological, Video Logging
- Borehole Abandonment
- Dewatering / Extraction Wells
- Design Build Services



## well pumps & boosters

- Design, Installation & Rehabilitation
- Vertical Turbine Lineshaft
- Submersible Turbine Pumps & Motors
- Horizontal & Vertical Booster Pumps and Recirculation Pumps
- Electrical Controls/ VFD's
- Discharge Piping
- Auxilliary Engines
- In-house Machine Shop
- Porta - Tower

## preventative maintenance

- PM Programs
- Digital Vibration Analysis
- Replace Grout Sanitary Seal
- Change Electrical Motor & Gear Drive Lubricants
- Repack & Rebuild Stuffing Box Assembly
- Water Sample Collection & Analysis
- Ground Water Profiling
- Flow Testing for Specific Capacity & Water Level Monitoring
- Water Treatment
- Laser Alignment

## well services

### water well repair

We offer creative solutions for the repair of water systems in lieu of abandonment and costly replacement. Typically, the expense to reconstruct an existing well is more cost effective than drilling a new well. Through the use of specialized products and technologies, we have successfully completed hundreds of some of the most complex and challenging water well repairs.

### well rehabilitation

Our project managers have been on the leading edge of water well rehabilitation technology their entire careers. Our collaboration of knowledge has led to the creation of several patents for innovative technologies which have benefitted the industry and are in use around the world today.

AirBurst®

Lamnaflo®

EPIC®

Patonite®

Hy-RIPTM

Water Safe®

### water well drilling

Water Well Solutions, LLC offers a variety of drilling methods depending on the well construction type, from Dual Tube drilling, reverse rotary, inverse rotary, hammer drilling, cable tool, mud rotary, and air rotary drilling. We have experience drilling wells to depths exceeding 2500ft.

### pump installation & service

We maintain an extensive service fleet to meet the needs of our customers' set-ups and installations. We provide in-house, full service, machining shop. Our vast knowledge of the water well industry sets us apart from our competition for the design, installation and servicing of new and repaired pumping equipment. From submersible pumps, turbines and large booster pumps including the installation of the largest deep well submersible pump in the Midwest.



### professional installation & repair

All makes & models, including

Alstra

American Marsh / J-Line

American Turbine

Byron Jackson / FlowServe

Centrilift

Hitachi / CentriPro

Franklin Electric

Goulds / Xylem

Grundfos

Indar

Layne & Bowler

Layne Vertiline

National

Peerless

Plueger

Sun-Star Electric

Worthington



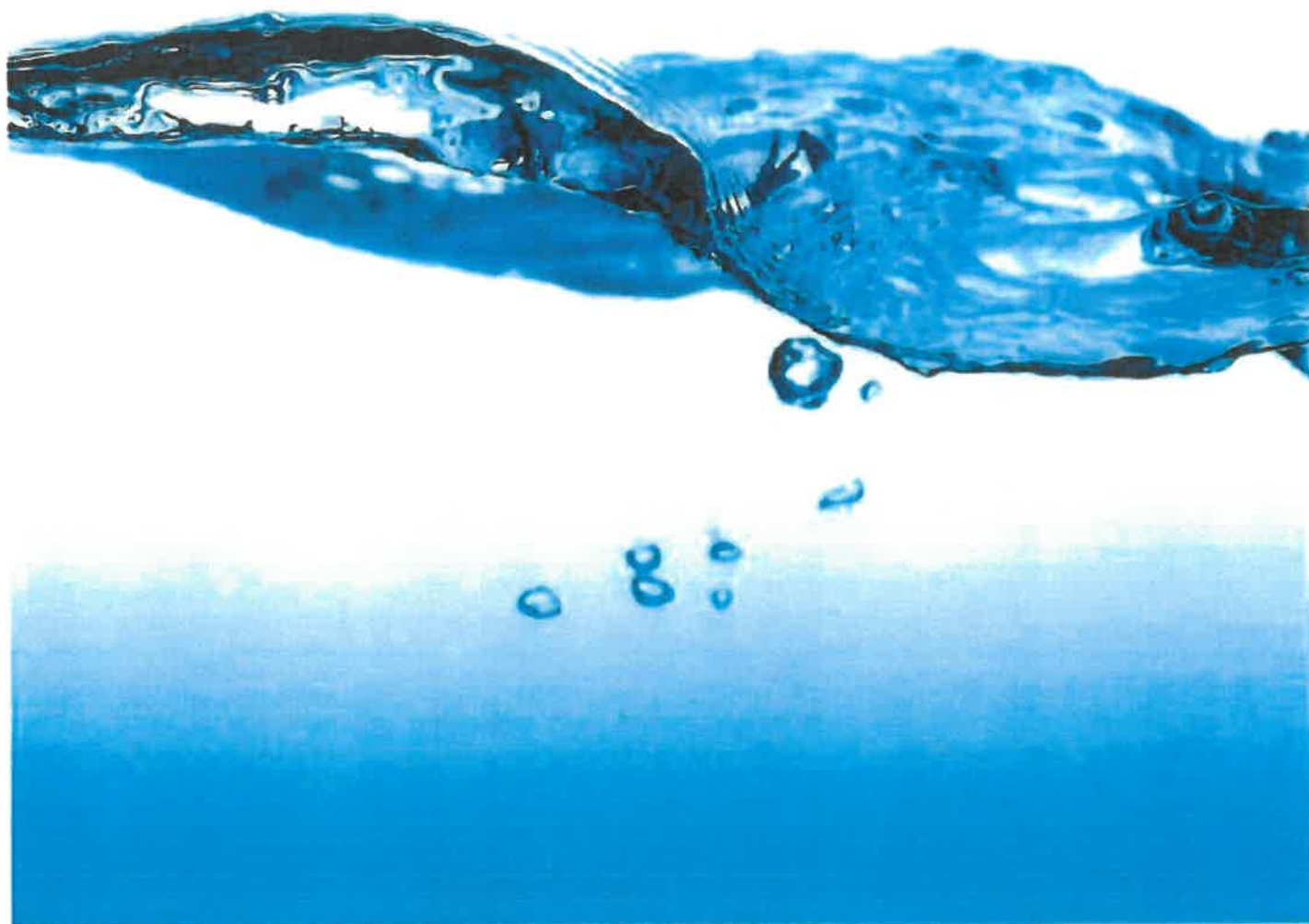
## **WISCONSIN OFFICE**

N87W36051 Mapleton Street • Oconomowoc, WI 53066 • 920.474.4777

## **ILLINOIS OFFICE**

825 E North Street • Elburn, IL 60119 • 603.365.9099

[www.wwssg.com](http://www.wwssg.com)





## **Dawn Wucki-Rossbach**

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**From:** Todd Kerry <todd.kerry@wwssg.com>  
**Sent:** Wednesday, September 29, 2021 11:11 AM  
**To:** Dawn Wucki-Rossbach  
**Subject:** Well No. 5

Good Morning,

As per your request, the breakdown of the pricing between the 1800rpm Submersible Motor and 1800rpm Submersible turbine pump is outlined below.

1 – R10LC-10 stage Submersible Turbine Bowl - \$13,000.00  
1 – 75Hp, 480v, 1800rpm, 10" Tesla Submersible Motor - \$22,500.00

With regards to the question on submersible pump cable, the 2/3awg wire size according to the manufacturer is sufficient at 500ft, but it is on the border line of acceptable depending on the Full load amps of the motor. It might be a good idea since we are on the border line, to upgrade to the 1/0awg submersible pump cable which would add \$5,000.00 to line item "provide 500' 2/3awg heavy duty flat jacketed pump cable" for a total of \$10,125.00.

Thank you for the opportunity to clarify this.

**Sincerely,**

**Todd E. Kerry**  
Vice President

Water Well Solutions Illinois, LLC  
825 E. North St.  
Elburn, IL 60119

C: (630) 201-0749 | O: (630) 365-9099 | F: (630) 365-9069

E: [todd.kerry@wwssg.com](mailto:todd.kerry@wwssg.com) | W: [www.wwssg.com](http://www.wwssg.com)





WATEWEL-03

COCHS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/18/2021

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Vizance, Inc. 1320 Walnut Ridge Dr. Ste. 200 Hartland, WI 53029	<b>CONTACT NAME:</b> Mary Williamson AAI, AIS	
	<b>PHONE (A/C, No, Ext):</b> (262) 563-5445	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> mwilliamson@vizance.com	
<b>INSURED</b> Water Well Solutions Wisconsin, LLC and Water Well Solutions Illinois, LLC N87W36051 Mapleton St. Oconomowoc, WI 53066	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Acuity	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	
	<b>NAIC #</b> 14184	

## 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		ZG7292	9/25/2021	9/25/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ZG7292	9/25/2021	9/25/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			ZG7292	9/25/2021	9/25/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ZG7292	9/25/2021	9/25/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Re: This is for the inspection and repair of Well #5 in the Village of Maple Park, Illinois

Village of Maple Park is named as additional insured under the General Liability when required by written contract, and signed by all applicable parties prior to loss subject to actual policy forms, terms, and conditions.

## CERTIFICATE HOLDER

## CANCELLATION

Village of Maple Park  
302 Willow Street  
Maple Park, IL 60151

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

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

CG-2033R(6-13)

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. Section II - Who Is An Insured is amended to include as an additional insured:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability for *bodily injury, property damage or personal and advertising injury* caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. *Bodily injury, property damage or personal and advertising injury* arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury or property damage* involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- b. *Bodily injury or property damage* occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.