

**A RESOLUTION APPROVING AND ACCEPTING BID AND
CONTRACT AGREEMENT WITH HENSON ROBINSON COMPANY**

BE IT ORDAINED BY THE SOUTH SANGAMON WATER COMMISSION, AS FOLLOWS:

SECTION 1: That South Sangamon Water Commission hereby approves and accepts the bid from Henson Robinson Company in the total amount of \$38,208.00 for the installation of UF Train No. 2 Replacement.

SECTION 2: That Chairman and appropriate officer are authorized and directed to execute the Contract Agreement attached hereto as Exhibit 1 on behalf of the Commission, and the proper officers of the Commission are directed to carry out the proposal by its terms.

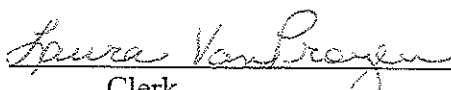
SECTION 3: This Resolution is effective immediately.

PASSED this 22nd day of February, 2022.



CHAIRMAN

ATTEST:



Clerk

AYES: Roth, Morris

NAYS: None

PASSED: 2/22/2022

APPROVED: 2/22/2022

ABSENT: Johnson

SECTION 005200

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the SOUTH SANGAMON WATER COMMISSION, party of the first part, hereinafter called the OWNER, and Henson Robinson Company _____, party of the second part, hereinafter called the CONTRACTOR.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared Specifications, Drawings, and other contract documents for the work herein described, and has approved and adopted these contract documents and has invited proposals for furnishing materials, labor, and equipment for and in connection with the installation of UF Train No. 2 Replacement in accordance with the terms of this contract, and

WHEREAS, the Contractor, in response to the invitation, has submitted to the Owner in the manner and at the time specified a proposal in accordance with the terms of the Contract, and

WHEREAS, the Owner has opened, examined, and canvassed the proposals submitted, and as a result of such canvass, has determined and declares the Contractor to be the low, responsive, responsible bidder for installation of said UF Train No. 2 Replacement and has duly awarded to the said Contractor contract therefore for the sum or sums named in the proposal attached to and made a part of this Contract;

NOW THEREFORE, THIS AGREEMENT WITNESSETH that the parties to those present, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, have agreed and hereby agrees to the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, its, his or their successors and assigns, it, its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor will furnish at his own cost and expense, all labor, tools, equipment and materials required and construct and complete in a good, first class, and workmanlike manner, the work as designated and described in the Specifications, Drawings and Contract Documents which are as fully a part of this Agreement as if repeated verbatim herein.

ARTICLE II. That the Contractor will commence work as specified in the Proposal section of these Contract Documents, and that the Contractor shall complete said work within 45 consecutive calendar days from and after the date of receipt from the Owner of a written work order.

ARTICLE III. If the Contract work is not fully completed according to the terms of this Agreement within the time limit herein stipulated, the Contractor shall pay the Owner, not as a penalty but as liquidated damages, a sum equal to Five Hundred and No/100 Dollars (\$500) for each calendar day in excess of the stipulated contract time.

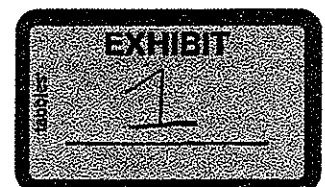
ARTICLE IV. That the Owner will pay the Contractor for the performance of this Contract and the Contractor will accept in full compensation therefore the sum of (subject to adjustment as provided by the Proposal):

Thirty Eight Thousand Two Hundred Eight Dollars (\$ 38,208.00)

for all work covered by and designated in the PROPOSAL. Payment to the Contractor shall be made in the manner and as specified in the General Conditions, Supplemental Conditions, and General Requirements of this Agreement.

ARTICLE V. That the Contract Documents shall consist of the following component parts.

1. Solicitation
2. Proposal
3. Contract Agreement
4. Contract Bonds
5. General Conditions
6. Supplemental Conditions



CONTRACT AGREEMENT

005200/1

- 7. Technical Specification
- 8. The Drawings

ARTICLE VI. That the Contractor agrees to comply with all Federal and State labor standards, and non-discrimination employment requirements as set forth in these Contract Documents. That the Contractor agrees to comply to the requirements of the Prevailing Wage Rate as established by the Illinois Department of Labor and Industrial Relations and as made a part of these Contract Documents, and the Minority Business Enterprise Utilization.

IN WITNESS WHEREOF: The parties hereto have made and executed this Contract Agreement on the day and year first above written.

THE OWNER

BY: SOUTH SANGAMON WATER COMMISSION

(Seal)

Commissioner and Chairman

Attested _____
Secretary

THE CONTRACTOR

NAME: Henson Robinson Company

BY: _____

TITLE: _____

BUSINESS ADDRESS: 3550 Great Northern Ave., Springfield, IL 62711

(Seal)

EMPLOYER ID #: _____

ATTEST:

NAME: _____

BY: _____

(SEAL)

**SECTION 005100
NOTICE OF AWARD**

TO: Henson Robinson Company _____
3550 Great Northern Ave. _____
Springfield, IL 62711 _____

ATTN: Joe Kulek, President _____

PROJECT Description: South Sangamon Water Commission, UF Train No. 2 Replacement _____.

The Owner has considered the Proposal submitted by you for the above-described WORK in response to its Solicitation dated December 21, 2021.

You are hereby notified that your Proposal has been accepted for items in the amount of \$38,208.00.

You are required by the Information for Bidders to execute the Contract and furnish the required Contractor's Construction Contract Performance-Payment Bond, and certificates of insurance within **fifteen (15)** calendar days from the date of this Notice to you.

If you fail to execute said Contract and to furnish said Bonds within **fifteen (15)** days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Proposal as abandoned. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this 17th day of January, 2022.

SOUTH SANGAMON WATER COMMISSION
Owner
By _____
Title Chairman

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

By _____

this the _____ day of _____, 20 ____.

By _____ Title _____

**SOUTH SANGAMON WATER COMMISSION
UF TRAIN NO. 2 REPLACEMENT**

**BID DATE: MONDAY JANUARY 10, 2022 AT 2:00 P.M.
MECO PROJECT NO. 628-010.001**

Item No.	Description	Quantity	Unit	1 HENSON ROBINSON COMPANY 3550 GREAT NORTHERN AVE. SPRINGFIELD, IL 62711 (217) 544-8451	2 PRAIRIE STATE PLUMBING & HTG 3900 N. PEORIA ROAD SPRINGFIELD, IL 62702 (217) 636-9000	3 TOBIN BROTHERS 2010 NE PERRY AVE, STE. A PEORIA, IL 61603 (309) 685-7641	
				Unit Price	Total Price	Unit Price	Total Price
BASE BID							
1.	DEMOLITION	1	LS	\$5,875.00	\$5,875.00	NO BID SUBMITTED	NO BID SUBMITTED
2.	INSTALLATION OF UF TRAIN NO. 2 REPLACEMENT	1	LS	\$16,567.00	\$16,567.00	NO BID SUBMITTED	NO BID SUBMITTED
3.	INTERCONNECTING PIPING TO THE UF TRAIN NO. 2 REPLACEMENT	1	LS	\$15,766.00	\$15,766.00	NO BID SUBMITTED	NO BID SUBMITTED
TOTAL BASE BID (ITEMS 1-3)					\$38,208.00	NO BID SUBMITTED	NO BID SUBMITTED

(1/11/22)

REGISTERED PROFESSIONAL
MAX F. JUDY
MECO PROJECT NO. 628-010-001
STATE OF ILLINOIS
1-27-22

SOUTH SANGAMON WATER COMMISSION
SANGAMON COUNTY, ILLINOIS
UF TRAIN NO. 2 REPLACEMENT
SECTION 002416
PROPOSAL

PLACE: 9199 Buckhart Rd, Rochester, IL 62563

DATE: 1-10-22

PROJECT NO.: 628-010.001

Proposal of Henson Robinson Company (hereafter called ("Bidder") a corporation,
organized and existing under the laws of the State of Delaware, a partnership, or an individual
doing business as a Corporation. * To the South Sangamon
Water Commission (hereinafter called "Owner")

Gentlemen:

The Scope of Work consists of equipment, labor, and installation of UF Train No. 2 Replacement as per the Specifications and on the Plans and all incidental appurtenances associated with the completion of work.

The Bidder, in compliance with your invitation for bids for the installation of UF Train No. 2 Replacement, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete both projects within 45 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided herein.

Bidder acknowledges receipt of the following addendum:

ADDENDUM NO. No Add.'s issued DATE: _____
ADDENDUM NO. _____ DATE: _____
ADDENDUM NO. _____ DATE: _____

*Strike through non-applicable items.

Any default on the Contract time shall constitute a default in the Contract and constitute grounds for the assessment of the liquidated damages against the bidder. All items in the proposal for the Contract are to be bid by the Contractor. If the Contractor does not complete the bid form for the Contract, the Proposal shall be considered incomplete and rejected by the OWNER.

CONTRACT – SOUTH SANGAMON WATER COMMISSION / UF TRAIN NO. 2 REPLACEMENT:

For the construction of the UF TRAIN NO. 2 REPLACEMENT, this bid for the Contract is outlined for total lump sum cost per item to complete the project as outlined:

This segregation is requested to provide a means for comparing specifications and reducing contract cost. The individual bid item descriptions are not intended to completely describe all work required under the Contract. The TOTAL BID PRICE for the Contract must include all work described in the plans and specifications or otherwise required to provide a complete and operable system, whether or not the following individual bid item descriptions fully describe the work. All costs must be included in the bid item.

The lump sum item includes all permits, bonds, insurance, labor, materials, equipment furnishings, erecting, dewatering, shoring, bracing, installing, and testing necessary for the construction of the SOUTH SANGAMON WATER COMMISSION / UF TRAIN NO. 2 REPLACEMENT.

The undersigned agrees that the unit prices submitted herewith are for the purpose of obtaining a gross stipulated sum, and for use in computing the value of extras and deductions; that if there is a discrepancy between the gross stipulated sum bid and that resulting from the summation of the quantities multiplied by their respective unit prices, the latter shall apply.

The undersigned declares that he understands that the quantities mentioned herein are approximate only and that they are subject to increase or decrease; that the Contractor will take in full payment therefore the amount and summation of the actual quantities, as finally determined multiplied by the unit prices shown in the schedule of prices.

The undersigned further agrees that if the Owner decides to extend or shorten this improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, as provided in the Specifications, he will perform the work as altered, increase or decrease at the contract unit prices.

BID SCHEDULE

Bidder hereby proposes and agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the construction of the project for the following unit prices:

BASE BID

The UF Train No. 2 Replacement unit cost will be covered by the Owner and delivered to the Water Treatment Plant. The programming / SCADA installation will be addressed by the Owner. Coordination with the SCADA supplier shall be included in the below items, such that the Contractor shall notify them when onsite and when the new equipment is ready for connection to the SCADA. All SCADA labor and integration, along with electrical work, will be paid directly by the Owner.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1.	DEMOLITION	1	LS	\$ <u>5,875.00</u>	\$ <u>5,875.00</u>
Five Thousand Eight Hundred Seventy Five and no/100 Dollars					
UNIT PRICE IN WORDS					
2.	INSTALLATION OF UF TRAIN NO. 2 REPLACEMENT	1	LS	\$ <u>16,567.00</u>	\$ <u>16,567.00</u>
Sixteen Thousand Five Hundred Sixty Seven and no/100 Dollars.					
UNIT PRICE IN WORDS					
3.	INTERCONNECTING PIPING TO THE UF TRAIN NO. 2 REPLACEMENT	1	LS	\$ <u>15,766.00</u>	\$ <u>15,766.00</u>
Fifteen Thousand Seven Hundred Sixty Six and no/100 Dollars.					
UNIT PRICE IN WORDS					

TOTAL BASE BID \$ 38,208.00
Thirty Eight Thousand Two Hundred Eight and no/100 Dollars.

Amounts are to be shown in both words and figures. In case of discrepancy, the amount in words shall govern.

No response will be given to prospective bidders in reply to oral questions if the question involves the equality or use of products or methods other than those designated or described in the drawings or specifications. Any verbal information given to Bidders other than by means of drawings or specifications, including addenda, as described below is informal, for convenience and it is not guaranteed.

The Engineer will consider such questions submitted in writing at least 10 days prior to bid opening. If the question includes the equality or use of products or methods, it must be accompanied by drawing, specifications, and any other necessary data to allow the Engineer to make a decision regarding the equality of the project or method. Such requests will only be considered from general contractors known to the bidding on the project.

The Engineer will issue an addenda to the specifications regarding any changes to the drawings or specifications or contract documents that result from clarifications or determination of equality of products or methods, at least seven (7) days prior to bid opening to those planholders.

PROPOSAL

002416/3

KNOWLEDGE OF LOCAL CONDITIONS AND CONTRACT DOCUMENTS:

The Bidder has examined the Proposal, Drawings, Specifications, and other Contract Documents and has inspected in detail the site of the proposed work, and has familiarized himself with all of the local conditions, including easement documentation, affecting the Contract and the detailed requirements of construction, and understands that making this Proposal, he waives all right to plead any misunderstanding regarding the same.

LIQUIDATED DAMAGES:

Since time is of the essence in this Contract, it is agreed that the Owner would suffer loss by the failure of the Contractor to have said work completed in all its parts on said day, and as it might be difficult and expensive and to accurately compute the amount of such loss, in order to avoid such expense and difficulty, the Contractor hereby expressly covenants and agrees to pay the Owner the sum of Five Hundred and No/100 Dollars (\$500.00) per day for each and every day, Sunday and legal holidays only excepted, after the stated completion date has expired during or upon which said work or any part thereof has not been officially accepted by the OWNER as "substantially complete", not as a penalty, but as the liquidated actual losses which the Owner will suffer on account of any failure on the part of the Contractor to have said work completed in all its parts on said day; and that any sum which may be due the Owner for such losses may be deducted and retained by the Owner from any balance which may be due the Contractor when the said work shall have been finished and accepted as hereinafter provided. It is, however, agreed that in case any failure to complete the said work or some part thereof on said day shall be due to any cause beyond the Contractor's control, the Engineer may, with the approval of the Owner, grant an extension of time. Liquidated damages will be assessed for the Contract individually if the time limit for that Contract has been exceeded.

THE UNDERSIGNED HEREBY AGREES to enter into Contract on the attached Contract forms and furnish the necessary bonds and evidence that insurance of the kind and minimum limits specified is in force, within fifteen (15) days from the date of award of Contract, to begin assembly of materials and equipment within fifteen (15) days from receipt of executed copies of the Contract, and to complete said work within the indicated number of consecutive calendar days from and after the date of receipt from the Owner of the Notice to Proceed.

If this Proposal is accepted, and should (I) (We) for any reason fail to sign the Contract within fifteen (15) days, as above stipulated, the deposit which has been this day made with the Owner shall at the option of the Owner be retained by the Owner as liquidated damage for the delay and expense caused the Owner but otherwise it shall be returned to the undersigned in accordance with the provisions set forth within.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

The Bidder hereby agrees to comply with all required provisions regarding nondiscrimination in employment as set forth in the "Information for Bidders" of these Contract Documents.

The Bidder further agrees that not less than the prevailing hourly rate of wages as determined by the State of Illinois Department of Labor shall be paid to all workmen performing work under this Proposal.

Dated at 9:30am, this 10 day of January, 20 22.

Signature: _____

If an Individual: _____

doing business as _____

If a Partnership: _____

By: _____, member of firm.

PROPOSAL

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If a Corporation: Henson Robinson Company

By: Joe Kulek Title: President

ATTEST: [Signature] Phone: (217) 544-8451
Secretary

(CORPORATE SEAL)

Business Address of Bidder: 3550 Great Northern Ave.
Springfield, IL 62711

If Bidder is a corporation, supply the following information:

State in which incorporated: Delaware

Name and Address of:

President: Joe Kulek, 600 Silver Spring Dr., Springfield, IL 62703

Secretary: Brian Vogt, 21 Apple Loop, Petersburg, IL 62675

RESOLUTION CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

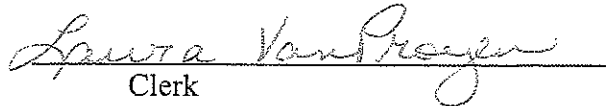
I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the South Sangamon Water Commission.

I do further certify that the resolution attached hereto is a full, true, and exact copy of Resolution No. 22-01 adopted by the Commission on the 22nd day of February, 2022, said Resolution being entitled:

**A RESOLUTION APPROVING AND ACCEPTING BID AND
CONTRACT AGREEMENT WITH HENSON ROBINSON COMPANY**

I do further certify that prior to the making of this certificate, the said Resolution was spread at length upon the permanent records of said Commission, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Commission this 22nd day of February, 2022.


Clerk

