

**AGENDA**  
**CITY OF PLANO**  
**COMMITTEE OF THE WHOLE**  
**August 9, 2021**  
**Immediately following the City Council**  
**meeting**

1. CITIZEN'S COMMENTS
2. Increase Class E Liquor License - Six19 Kitchen & Bar - 242 Mitchell
3. BrightFarms Presentation
4. Zoning Text Amendment; Language Change To Section 5-7D-2
5. Unit Heater Replacement (Bar Screen Building)

Documents:

[HEATER REPLACEMENT.PDF](#)

6. CITIZEN'S COMMENTS
7. Aldermen Comments/Questions

# MEMORANDUM

**TO:** City Council Members  
Mike Rennels, Mayor  
Kathy Miller, City Clerk  
Zoila Gomez, City Treasure

**FROM:** Darrin Boyer, WWTP

**DATE:** August 4, 2021

**RE:** Unit Heater Replacement (Bar Screen Building)

I seek approval to have one of the three electric unit heaters in the bar screen building replaced. All three are original equipment and are 14 years of age. The corrosive nature of wastewater has slowly deteriorated all three units. I would like to replace one unit per year, over the next three years.

Attached are three quotations for your review:

- Helm = \$16,650.00
- R.J O'Neil = \$12,725.00
- Artlip and Sons = \$14,050.00

I recommend the City approve R.J. O'Neil in the amount of \$12,725.00 for the unit heater replacement.

**FY '22 Original Budget** there is \$14,000.00 allocated for this work (25-700-65-7310 – New Operating Equipment)



**PROPOSAL**

**Submitted To: Darrin Boyer  
Plano Water Reclamation District**

**Re: Walmart Lift Station**

**This proposal includes the following items:**

- Labor and materials to remove (3) explosion proof unit heaters.**
- Provide new Marley Model X2500 explosion proof unit heaters.**
- Labor and materials to wire new units and remote mount stats on wall.**

Price for (3) \$ 38,176.00 ÷ 3 = \$12,725.00

**Stainless Steel was not an option available on this heater.**

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, delays, or other events beyond our control. Owner to carry fire, tornado, builder's risk, liability and other necessary insurance. Due to the volatility of material costs, this proposal amount is good for 30 days.

ACCEPTANCE OF PROPOSAL: We agree to pay for the above work at the above prices. Specifications and conditions are satisfactory and hereby accepted. Our signature is authorization to do the work as specified and to make payments according to terms; **partial project payments every 30 days and remaining balance at completion.** Venue for any litigation arising out of this contract, including collecting any payment of sums due R.J. O'Neil, shall be in Kendall County, Illinois. Purchaser agrees to pay all costs of collection, including attorney's fees.

**ACCEPTED:**

**ACCEPTED: R.J. O'NEIL INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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



July 13, 2021

A mechanical systems contractor

Plano Waste Water Treatment  
10001 S Hale St  
Plano, IL 60545

2601 Beverly Drive  
Suite 111  
Aurora, IL  
60502

800.747.1955  
www.helmservice.com

**RE: Bar Screen Unit Heater Replacement**

Helm Service would like to thank you for the opportunity to provide this proposal for your consideration. Partnering with Helm Service for this work will ensure you are receiving the highest technical expertise in our industry. Our mechanical service procedures promote the highest safety and environmentally conscious practices available. Our scope is as follows:

**Project Option #1- Replace (1) Heater**

- Disconnect/Demo existing heater
- Provide and install (1) new Indeeco- Explosion Proof Unit Heater.
  - 25000W 480V
  - Corrosion Resistant (WWTP)
  - Class I, Divisions 1 & 2
  - Adjustable Thermostat
- Reconnect electrical power wiring, new mounting brackets and start up
- Please note a 6-8 week lead time on this equipment

**☐▶ Total Proposed Price for Option #1.....\$ 16,650.00**  
**ADD- \$1,500 for Heresite coatings on heater**

**Project Option #2- ALL 3 Heaters**

- Same scope as above. Replacement of all 3 heaters on the same purchase order.

**☐▶ Total Proposed Price for Option #2.....\$ 47,200.00**  
**ADD- \$1,500 per heater for Heresite coatings.**

**Clarifications:**

- Work to be performed during normal working hours of 7:00am thru 3:30pm, Monday thru Friday.
- *This proposal, scope, and price is the proprietary property of Helm Service and is for our Client's use only, as it is to be utilized for the agreement evaluation. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Helm Service, which is not expressed herein. No party shall alter this agreement. This proposal will become a binding Agreement only after acceptance by Client and approval by an officer of Helm Service as evidenced by their signatures below. All rights to any designs presented are retained by Helm Service.*
- Proposal valid for 30 days.

**Exclusions:**

- The scope of this proposal does not include the replacement of any other components of the mechanical or controls systems that are not specifically listed in this proposal.
- Temporary HVAC equipment or rental equipment.
- Permits, Inspection fees of any kind.
- Isolation valves, strainers, check valves, etc. unless specifically noted.
- Electrical work of any kind, starters, disconnects, VFD's wire, conduit, breakers, fuses, etc. Unless noted above.
- Roofing, cutting, patching, flashing, painting.

- All work associated with Fire/Life Safety, including interfaces and interlocks to the Fire Alarm System, smoke detectors, fire dampers, smoke control dampers, and smoke/fire dampers.
- Structural building/walls; cutting, patching, and coring.
- Payment and performance bonds.
- All responsibility for Lead and asbestos identification, abatement, removal, and disposal prior to start of job.

Thank you again for your consideration of our proposal. Please do not hesitate to contact me direct should you have any additional questions or comments.

Respectfully,  
Dave Grey  
Service Account Manager  
Helm Service  
Ph. 630-742-6016  
Email: [dgrey@helmgroupp.com](mailto:dgrey@helmgroupp.com)

\_\_\_\_\_  
Authorized Signature                      Date  
of Approval

CONTRACT AGREEMENT - TERMS AND CONDITIONS

1. TERMS: IF THIS CONTRACT INVOLVES THE PURCHASE OF MATERIALS AND EQUIPMENT ONLY, THE PURCHASE PRICE SHALL BE PAYABLE AT THE TIME OF DELIVERY OF THE MATERIALS AND OR EQUIPMENT. IF THIS CONTRACT INVOLVES LABOR OR LABOR AND MATERIALS AND EQUIPMENT, PROGRESS BILLINGS WILL BE SUBMITTED COVERING MATERIALS AND EQUIPMENT DELIVERED TO THE JOB SITE OR STORED IN ACCEPTABLE STORAGE FOR DELIVERY TO THE JOB SITE. THIS PROGRESS BILLING WILL ALSO INCLUDE LABOR WHICH HAS BEEN EXPENDED ON THE JOB OR DIRECTLY CONCERNED WITH THE JOB. THIS PROGRESS BILLING AMOUNT WILL BE DUE TEN DAYS AFTER BILLING DATE. FOR JOBS WHICH REQUIRE RETENTION, A RETENTION AMOUNT OF FIVE PERCENT WILL BE WITHHELD. IT WILL BECOME DUE AND PAYABLE AT THE COMPLETION OF MECHANICAL INC.'S PORTION OF THE PROJECT.
2. Title to the materials and equipment shall remain with Helm Service, until the customer has paid the total price in full, and if the customer should fail to make any payment to Helm Service, as the same becomes due or the customer fails to perform any other obligation under this contract, Helm Service may take possession of the materials and equipment and take whatever other action it deems appropriate.
3. Helm Service warrants that its labor and installation shall be done in a good and workmanlike manner and shall be free from defects for a period of one year after completion of the installation. Helm Service warrants that all equipment and materials furnished will be new unless otherwise specified in this contract, and that Helm Service has good title thereto. Helm Service does not warrant the quality of the equipment and materials furnished in any respect and the customer's remedy for defects in the equipment and materials shall be against Helm Service's suppliers or the manufacturers of the materials and equipment. Helm Service will deliver all manufacturers' written warranties to the customer upon completion of installation. UNDER NO CIRCUMSTANCES WILL HELM SERVICE BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFITS, INCREASED OPERATING OR MAINTENANCE EXPENSE, CLAIMS OF CUSTOMERS, TENANTS, OR CLIENTS OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
4. Once the equipment and materials have been delivered to the job site, the Customer assumes all risk of damage to same, by any cause, except that brought about by the negligence of Helm Service and its employees. The customer shall carry all Risk, Property Insurance to the full value of the materials and equipment and name Helm Service as an Additional Insured to the extent of its interest.  
  
The Customer shall be responsible for purchasing and maintaining such liability insurance as will protect him against claims which may arise from operations under the Contract. The Customer must provide Helm Service a Certificate of Insurance providing General Comprehensive and Independent Contractors Liability with minimum limits of 500,000.00 per occurrence for Bodily Injury and Property Damage.
5. Helm Service will obtain Liability and Workers' Compensation Insurance protecting it against claims which may arise from operations under the contract.
6. Helm Service will make delivery or installation, when provided herein, within a reasonable time after this contract is entered into, but it will not be responsible for delays caused by unavailability of machinery, equipment, materials or parts, shipper's delays, strikes, lockouts, restrictions imposed by civil or military authority, priority regulation of some governmental body, insurrection or riot or any other cause beyond Helm Service's control. If a time for performance is stated in this agreement, it shall be deemed to be an estimate only.  
  
If Helm Service is required to make some installation under this contract, the customer shall be responsible for putting the premises in a satisfactory condition including furnishing electric power, light, heat, and water so that installation can start promptly and be completed efficiently.
7. If Helm Service shall fail to perform any of its obligations under this contract and fails to perform after the customer gives Helm Service ten (10) days' written notice of the specific deficiencies, the customer may have someone else complete the performance but Helm Service's liability shall be limited to what it reasonably costs the customer to obtain completion of Helm Service's obligations under this contract. If Mechanical Inc. fails to perform any of its obligations under this contract, the customer, at customer's option, and without being required to do so, may cancel this contract by giving Helm Service ten (10) days written notice.
8. If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government such as a declaration of a national emergency making materials unavailable, through no act or fault of Helm Service or if the Project should be stopped for a period of thirty (30) days by Helm Service for the customer's failure to make payment thereon as provided in Paragraph 1, then Helm Service may upon seven (7) days written notice to the customer terminate this agreement and immediately recover from the customer payment for all work to date and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.
9. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting or defending the claim as the case might be.
10. The Customer shall not leave any of the equipment or systems furnished or installed by Helm Service in operation until the customer has approved and accepted same and paid Mechanical Inc. the price in full.
11. Any written notice required under this contract may be delivered personally to the other party or mailed as certified mail, return receipt requested, to the other party's address as it appears in this agreement or as given to the other party by written notice during the terms of this contract.
12. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Helm Service, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Helm Service.

Initials \_\_\_\_\_

Date \_\_\_\_\_

**\* Please Return Initialed Document with Proposal To  
Helm Service**



**ARTLIP and SONS, Inc.**

230 South Broadway  
Aurora, Illinois 60505  
(630) 896-1560  
Fax (630) 896-1198  
www.artlipandsons.com

**PROPOSAL**  
SPECIFICATIONS AND ESTIMATE

NO. E- 27059

PAGE NO. 1 OF 1 PAGES

ATTN: Darrin Boyer c.630-669-0625; dboyer@cityofplanoil.org

PROPOSAL SUBMITTED TO City of Plano		PHONE 630-552-8007	FAX	DATE 01/28/2021
STREET		JOB NAME Explosion-Proof Electric Unit Heaters		
CITY, STATE, AND ZIP CODE		JOB LOCATION Water Reclamation, 1001 S. Hale St., Plano IL 60545		
ARCHITECT/ENGINEER	DATE OF PLANS			JOB PHONE

**We hereby propose to furnish materials and labor necessary for the completion of:**

Existing Unit - Marley Model X25004832BTD; Pt No. 004-304666-203; s/n 180679-01; date code 073AP; 25 KW, 480-3ph

We will remove and replace the (3) existing heaters with (3) Oulette model OHX25034 Explosion-Proof Unit Heaters of equal capacities. Includes explosion proof disconnects, thermostats, and wall brackets. Includes heresite PH13 coated heat exchangers, fan blades, louvers, and fan guards. Excludes all electrical work, including disconnect and reconnect of electrical and any electrical wiring and/or electrical fittings required.

Labor and Materials \$39,850.00

DEDUCT (\$3,795.00) to omit new explosion-proof disconnects and utilize existing explosion-proof disconnects.  
DEDUCT (\$3,195.00) to omit heresite PH13 coating.

Option - Replace only (1) unit. All inclusions and exclusions as shown above still apply.

Labor and Materials \$14,050.00

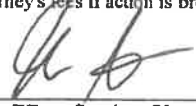
DEDUCT (\$1,265.00) to omit disconnect.  
DEDUCT (\$1,065.00) to omit coating.

**WE PROPOSE** hereby to furnish material and labor --- complete in accordance with the above specifications, for the sum of: Thirty-Nine Thousand Eight-Hundred Fifty and 00/100 dollars (\$ 39,850.00 ).

Payment to be made as follows: N/30

Any amount due under this agreement which is not paid when due shall bear interest at the rate of 1-1/2 percent per month from the date such amount was due until paid upon acceptance of this proposal. In the case of default in meeting terms of payment, owner agrees to pay all costs and reasonable attorney's fees if action is brought to collect the amount due upon acceptance of this proposal.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to the specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature   
**Hank Artlip**

Note: This proposal may be withdrawn by us if not accepted within 30 days.

**ACCEPTANCE OF PROPOSAL** The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.  
Date of Acceptance: \_\_\_\_\_ Signature \_\_\_\_\_  
Signature \_\_\_\_\_