

CITY OF BATAVIA

100 N. Island Avenue, Batavia, IL 60510
630-454-2000 <http://www.cityofbatavia.net>

PUBLIC UTILITIES COMMITTEE AGENDA

Tuesday, April 16, 2013

7:30 p.m. Council Chamber 1st Floor

1. Roll Call
2. Approval Of Minutes For March 26, 2013

Documents: [PUBLIC UTILITIES MARCH 26 2013 MINUTES.PDF](#)

3. Resolution 13-61-R Awarding Contract For Wastewater Treatment Facility Improvements To Manusos General Contracting Inc. For An Amount Not-To-Exceed \$838,768.00 (Byron Ritchason 4/12/13)

Documents: [RESOLUTION 13-61-R AWARDING CONTRACT FOR WASTEWATER TREATMENT FACILITY IMPROVEMENTS.PDF](#)

4. Resolution 13-62-R Awarding Contract For Diffuser Membrane Replacement To Hayes Mechanical For An Amount Not-To-Exceed \$60,733.14 (Byron Ritchason 4/12/13)

Documents: [RESOLUTION 13-62-R AWARDING CONTRACT FORDIFFUSER MEMBRANE REPLACEMENT.PDF](#)

5. Resolution 13-60-R Authorizing Certain Elected Officials And Staff To Receive Confidential Information Related To Prairie State (Gary Holm 4/12/13)

Documents: [RES 13-60-R AUTHORIZING CERTAIN ELECTED OFFICIALS AND STAFF TO RECEIVE CONFIDENTIAL INFORMATION RELATED TO PRAIRIE STATE.PDF](#)

6. Resolution 13-59-R Authorizing Task Order #5 With HBK Engineering For American Can Substation Demolition And Restoration Engineering Services For An Amount Not-To-Exceed \$27,320.00 (Steve Allen 4/11/13)

Documents: [RESOLUTION 13-59-R AMERICAN CAN DEMOLITION AND RESTORATION ENGINEERING.PDF](#)

7. Other
8. Matters From The Public
9. Adjournment

MINUTES
March 26, 2013
PUBLIC UTILITIES
City of Batavia

PLEASE NOTE: These minutes are not a word-for-word transcription of the statements made at the meeting, nor intended to be a comprehensive review of all discussions. They are intended to make an official record of the actions taken by the Committee/City Council, and to include some description of discussion points as understood by the minute-taker. They may not reference some of the individual attendee's comments, nor the complete comments if referenced.

Chair Frydendall called the meeting to order at 8:09 pm.

1. Roll Call:

Members Present: Chair Frydendall; Vice-Chair Clark; Aldermen O'Brien, Wolff, Volk, Brown and Jungels

Members Absent:

Also Present: Mayor Schielke; Gary Holm, Public Works Director; Steve Allen, Senior Project Engineer; John Dillon, Water/Sewer Superintendent; Bill McGrath, City Administrator; and Jennifer Austin-Smith, Recording Secretary

2. Approval of Minutes for March 12, 2013

Motion: To approve the minutes for March 12, 2013

Maker: Volk

Second: Jungels

Voice Vote: 7 Ayes, 0 Nays, 0 Absent
All in favor. Motion carried.

3. Presentation: Update on Task Order #1 related to Sanitary Sewer Collection System, RJN Group, Inc.

Dillon briefed the Committee on what staff has been doing to date with RJN Group related to the Sanitary Sewer Collection System. The initial project was to review the previous collected sewer video and manhole condition assessment data the City has been collecting over the past few years. Staff would like to develop some projects to start rehabbing the collection system. It was decided in 2012 to start on the manhole rehabilitation project which was brought to the Committee. RJN identified 72 manholes that needed rehabilitation. Since the project was started late in the year the project was postponed. The money was carried over into 2013. The RJN contractor is expected to start on the manhole project again next week. Another part of the project was for RJN's GIS division to collaborate with the City's GIS division to start reviewing some of the policies and procedures that we follow with the City's GIS. Some improvements have already been made to our system. Finally, staff has been working with RJN to identify and prioritize future projects in which we can do together. On the agenda tonight are a few of those tasks identified to be implemented in 2013.

4. Resolution 13-48-R: Approving Task Order #3 with RJN Group, Inc. for Flow Monitoring and Analysis of the Colonial Village Sewer Basin for an Amount Not-To-Exceed \$31,895 (John Dillon 3/14/13)

Dillon reported that the City budgeted substantial funds for the sewer collection rehabilitation. Staff has been working with RJN to identify projects that are the highest priority. Providing engineering services to the First Street Pump Station Sewer Diversion Structure is one of those projects. There are necessary improvements to this station and staff has asked RJN to provide some engineering services as a task and provide recommendations on how we can rehab that facility. The second item staff would like RJN to do is to provide flow monitoring and engineering analyses of the Colonial Village Basin in anticipation of Inflow/Infiltration field work. Finally, the majority of the items staff has discussed with RJN are to go into the collection system and start rehabilitating the pipe lines. Staff will be returning to the Committee with a proposal from RJN to put the bulk of our funds into the rehabilitation of the sewer pipe lines. The Committee discussed the flow monitoring system, infiltration, and meters.

Motion: To approve Resolution 13-48-R: Approving Task Order #3 with RJN Group, Inc. for flow monitoring and analysis of the Colonial Village Sewer Basin for an amount not-to-exceed \$31,895

Maker: Volk

Second: O'Brien

Voice Vote: 7 Ayes, 0 Nays, 0 Absent
All in favor. Motion carried.
CONSENT AGENDA

5. Resolution 13-47-R: Approving Cross Connection Control Service Contract with Aqua Backflow, Inc. for an Annual Fee of \$360.00 (John Dillon 3/12/13)

Dillon stated that this has been discussed with the Public Utilities Committee extensively in January. He explained that the City currently has a backflow cross connection program in effect that the City has been maintaining in the Public Works Department. The backflow affects residential and business properties. Dillon stated that the Illinois EPA requires that the backflow devices in everyone's buildings are tested on an annual basis. The City's responsibility is to ensure that the testing gets done. All in all, this is a very labor intensive project and several companies have taken over these duties for municipalities. Staff has interviewed three of these companies. Staff has chosen Aqua Backflow. They work with the City of St. Charles and Lombard. He added that they have good references. The minimum base fee is \$9.95 per test and staff is recommending staying with the minimum fee.

Dillon discussed maintaining the City's database with the Committee. The data will always owned by the City of Batavia. The contract will be reviewed by legal counsel to make sure that the contract can be for five years or five years with one year renewals. Brown suggested that staff request our information back after one year to ensure that the data exchange works. Dillon stated that staff could repopulate our data to ensure that it is still working. Frydendall asked how the progress information is shared with the City. Dillon responded that Aqua Backflow would send monthly reports of all the activity on a monthly basis.

Motion: To approve Resolution 13-47-R: Approving cross connection control service contract with Aqua Backflow, Inc. for an annual fee of \$360.00
Maker: Volk
Second: Jungels
Voice Vote: 7 Ayes, 0 Nays, 0 Absent
All in favor. Motion carried.
CONSENT AGENDA

6. Resolution 13-30-R: Authorizing Execution of Easement Agreement and Grant of Easement for 125 W. Wilson (Mustafa Kahvedzie 2/13/13)

Holm reported that this resolution is to grant an easement for the City to construct additional electric infrastructure. The McDonald's owners are in support of this.

Motion: To approve Resolution 13-30-R: Authorizing execution of Easement Agreement and Grant of Easement for 125 W. Wilson
Maker: Volk
Second: Jungels
Voice Vote: 7 Ayes, 0 Nays, 0 Absent
All in favor. Motion carried.
CONSENT AGENDA

7. Resolution 13-50-R: Authorizing Change Order #1, Installation of Control Cable, to the Cherry Park Substation Project in the Amount of \$57,000.00 (Steve Allen 3/21/13)

Allen updated the Committee on the Cherry Park Substation. Allen reported that regarding Resolution 13-50-R, cable is needed to be placed in the conduit. Michels Power is the current contractor onsite and they have been doing a fantastic job. They have the people available and the control cable in stock at a competitive price. Staff recommends that the Committee approve the change order for \$57,000.00. Since they are a Wisconsin company, the question has been raised if there have been any labor issues. The local union has been in an agreement with Michels Power so there have been no labor issues or concerns.

Motion: To approve Resolution 13-50-R: Authorizing Change Order #1, installation of control cable to the Cherry Park Substation Project in the amount not-to-exceed \$57,000.00
Maker: Volk
Second: Jungels
Voice Vote: 7 Ayes, 0 Nays, 0 Absent
All in favor. Motion carried.
CONSENT AGENDA

8. Resolution 13-51-R: Award Cherry Park Equipment Commissioning to L&S Electric for an Amount not-to-exceed \$25,650.00 (Steve Allen 3/21/13)

Allen stated that this resolution is for commissioning and proves that all of our equipment is in good working order and ready for use. They prove that all of the schemes are operating properly and prove that the equipment will operate with faults or failures. This company was able to work within our time-frame and had a very good price. Staff has worked with L&S Electric in the past

and have been very happy with their work. Volk questioned if this falls under professional services. Allen responded that it does.

Motion: To approve Resolution 13-51-R: Awarding Cherry Park Equipment Commissioning to L&S Electric for an amount not-to-exceed \$25,650.00
Maker: Volk
Second: Jungels
Voice Vote: 7 Ayes, 0 Nays, 0 Absent
All in favor. Motion carried.
CONSENT AGENDA

9. Resolution 13-43-R: Authorizing Task Order #1 with GS4 to provide engineering services related to Fiber Optic Infrastructure for the not-to-exceed amount of \$18,682.08 (Bob Rogde 3/21/13)

Holm stated that when the original infrastructure was installed the fiber optic cables have 96 pathways and not all were spliced yet. There is a need to splice in the rest and provide provisioning records to note how the fiber optic cables are being used. This would fall under the Master Services Agreement the City has with GS4 for the amount not-to-exceed \$18,682.08. O'Brien asked if the City's crew learn to do the documentation to initiate in the future. Holm stated that the skill set would also be a workload issue. Our linemen will be taught to keep the records but will not be provisioning and sending the data through the cables. Allen stated that once we know where the wires are and what they do it will be easier to document any changes or modifications.

Motion: To approve Resolution 13-43-R: Approving Task Order #1 with GS4 to provide engineering services related to Fiber Optic Infrastructure for the not-to-exceed amount of \$18,682.08
Maker: Volk
Second: Jungels
Voice Vote: 7 Ayes, 0 Nays, 0 Absent
All in favor. Motion carried.
CONSENT AGENDA

10. Resolution 13-44-R: Authorizing Task Order #2 with GS4 to Provide Engineering and Construction Services Related to Fiber Optic Infrastructure for the not-to-exceed Amount of \$28,933.63 (Bob Rogde 3/21/13)

Holm reported that this resolution is a design build approach. The fiber optic engineers will design the improvements and there will be physical construction. Part of this project is to put the North Kirk Road Water Tower on the fiber optic system.

Motion: To approve Resolution 13-44-R: Authorizing Task Order #2 with GS4 to provide engineering and construction services related to fiber optic infrastructure for the not-to-exceed amount of \$28,933.63
Maker: Volk
Second: Jungels
Voice Vote: 7 Ayes, 0 Nays, 0 Absent

All in favor. Motion carried.
CONSENT AGENDA

11. Resolution 13-52-R: Authorizing Professional Services Agreement with Morrill and Associates, P.C. for an Amount not-to-exceed \$50,000.00 (Gary Holm 3/22/13)

Holm stated that this is a follow-up to the special Committee meeting a few weeks back. Holm stated that staff had been directed to talk with legal firms who could assist us with legislation. Staff interviewed three firms and was impressed with Morrill and Associates, P.C. McGrath discussed the interview process with the Committee and how staff chose Morrill and Associates. Holm noted that he attached the Morrill and Associates, P.C. proposed engagement letter to the City as well as list of their qualifications to the memo addressed to the Public Utilities Committee.

Motion: To approve Resolution 13-52-R: Authorizing professional services agreement with Morrill and Associates, P.C. for an amount not-to-exceed \$50,000.00
Maker: Volk
Second: Jungels
Voice Vote: 6 Ayes, 1 Nays, 0 Absent
All in favor. Motion carried.

12. Other

There were no other items to discuss at this time.

13. Adjournment

There being no other business to discuss, Chair Frydendall asked for a motion to adjourn the Public Utilities Committee meeting. Volk moved to adjourn the meeting, O'Brien seconded. All were in favor. The motion carried. The meeting was adjourned at 8:59pm.

CITY OF BATAVIA

DATE: April 12, 2013
TO: Public Utilities Committee
FROM: Byron Ritchason
SUBJECT: Resolution 13-61-R Awarding Contract for Wastewater Treatment Facility Improvements

Summary: Resolution 13-61-R will award a contract for Wastewater Treatment Facility Improvements to Manusos General Contracting, Inc. in the amount of \$830,768.

Background: In September of 2012, Trotter and Associates, Inc (TAI) was authorized by City Council to in Task Order #1 of our Master Service Agreement to “document deficiencies and make recommendations for improvements, which would make an immediate difference on performance and reliability”. Through various inspections and work sessions with City staff, those recommendations were made public to City Council in November of 2012. At that time, TAI was authorized by City Council under Task Order #3 to perform “engineering design of rehabilitation improvements to the Wastewater Treatment Plant” and establish plans and specification for public bidding. On March 8, 2013 the “notice for bid” was made public. The bids were opened and read aloud on April 8, 2013. Manusos General Contracting, Inc was the low bidder. Major rehabilitation items include: Rehabilitation of the Island Avenue and internal recirculation (Plant Wastewater) Lift Stations, rehabilitation of primary clarifier equipment, anaerobic digester cleaning and equipment replacement, repair and rehab of existing intermediate pump station building.

The contract included provisions for alternate equipment manufacturers for certain mechanical equipment which the City has option to accept or reject. The acceptance of alternate equipment does not impact the bid amount for determination of the low bidder, but instead modifies the bid amount after the low bidder is determined. The City has elected to accept an alternative manufacturer for Section 11304 – Submersible Pumping Equipment for ABS as pump manufacturer in lieu of Flygt. Selection of this alternate manufacturer results in a reduction of the contract of \$32,592.00. The total contract amount for Manusos General Contracting inclusive of Additive Alternate “B” and alternate pump equipment manufacturer ABS is therefore \$830,768.00.

This, along with the Diffuser Membrane Replacement project (Res#13-62-R) was budgeted in 31-81-6355 for the amount of \$860,000. The resulting bids for both of these projects will come to a total of \$891,501.14.

Staff recommendations:

- Recommend Public Utilities Committee and City Council approve Resolution 13-61-R Awarding Contract for Wastewater Treatment Facility Improvements to Manusos General Contracting, Inc. in the amount not to exceed of \$830,768.00.

C: Bill McGrath
Gary Holm
Peggy Colby

**CITY OF BATAVIA, ILLINOIS
RESOLUTION 13-61-R**

AWARDING CONTRACT FOR WASTEWATER TREATMENT FACILITY IMPROVEMENTS TO MANUSOS GENERAL CONTRACTING INC. FOR AN AMOUNT NOT TO EXCEED \$830,768.00

WHEREAS, the City of Batavia owns and operates a Wastewater Treatment Facility; and

WHEREAS, the Wastewater Treatment Facility is required by the IEPA to meet certain water quality standards before discharging its effluent into the Fox River; and

WHEREAS, several items within the treatment facility have been identified as needing replacement or rehabilitation in order to still meet these water quality standards; and

WHEREAS, the City publically advertised bids for this project; and

WHEREAS, Manusos General Contracting, Inc. provided the lowest bid.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Batavia, Kane and DuPage Counties, Illinois, as follows:

SECTION 1: That the Mayor and City Council hereby authorize the execution of contract documents, attached hereto as Exhibit 1, awarding the contract to Manusos General Contracting, Inc. of 91 Christopher Way, Fox Lake, IL for an amount not to exceed \$830,768.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, on the ___ day of _____, 2013.

APPROVED by me as Mayor of said City of Batavia, Illinois, on the ___ day of _____, 2013.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Sparks				
2	Dietz					Wolff				
3	Jungles					Chanzit				
4	Volk					Stark				
5	Frydendall					Thelin Atac				
6	Liva					Clark				
7	Tenuta					Brown				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	Abstentions					
Total holding office: Mayor and 14 aldermen										

ATTEST:

Heidi Wetzell, City Clerk

**SECTION 00510
NOTICE OF AWARD**

Date: April 11, 2013

To: Manusos General Contracting, Inc.
91 Christopher Way
Fox Lake, Illinois 60020

Project: [City of Batavia – 2013 Wastewater Treatment Facility Improvements](#)

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids and Information for Bidders. You are hereby notified that your bid has been accepted, with adjustments, for items in the amount of **Eight hundred and Thirty thousand Seven hundred and Sixty Eight Dollars and no cents (\$830,768.00)**.

The amount is inclusive of “Additive Alternate “B” Replace and reconfigure scum piping in the Headworks lower level in accordance with the plans and specifications” for addition of \$25,360.00 and of selection of alternate manufacturer ABS for “Section 11304 – Submersible Pumping Equipment” for a contract reduction of \$32,592.00.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR’S PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within ten (10) calendar days from the date of this Notice of Award.

If you fail to execute said agreement and to furnish said BONDS within ten (10) days from the date of this Notice, OWNER will be entitled to consider all of your rights arising out of the OWNER’S acceptance of your BID as abandoned, and as a forfeiture of your BID BOND. The OWNER will be entitled to any 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 ____ day of _____, 2013.

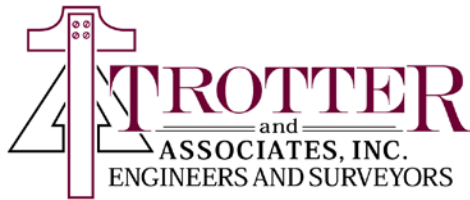
Honorable Jeffery Schielke, Mayor
City of Batavia, Illinois

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ this the ____ day of _____, 2013.

END 00510

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April 11, 2013

Mr. Gary Holm, P.E.
Director of Public Works
City of Batavia
200 North Raddant Road
Batavia, Illinois 60510

**Re: City of Batavia – 2013 Wastewater Treatment Facility Improvements
Bid Opening – Recommendation to Award**

Dear Mr. Holm:

The City of Batavia advertised for bids the above referenced project on Friday, March 8, 2013. The City received bids until 2:00 P.M. on Tuesday, April 9, 2013, in accordance with the advertisement. Two bids were received for the project. Two bids were opened and read aloud with the following tabulation of the bids received:

<u>Company</u>	<u>Bid Amount</u>
Manusos General Contracting, Inc.	\$838,000.00
Boller Construction Company, Inc.	\$840,000.00

There were two Additive Alternates included on the bid form for this project. The low bidder is determined by whether any or all of the Alternates are selected for inclusion in the contract. The Alternates and amounts received are as follows:

Additive Alternate “A” – Replace weir troughs on Primary Clarifiers PC-402 and PC-403 consistent with plans and details for PC-401 replacement.

Manusos General Contracting amount:	Add	\$91,920.00
Boller Construction Company amount:	Add	\$70,000.00

Additive Alternate “B” – Replace and reconfigure scum piping in Headworks lower level in accordance with the plans and specifications.

Manusos General Contracting amount:	Add	\$25,360.00
Boller Construction Company amount:	Add	\$30,000.00

The City has elected to not accept Additive Alternate “A” and to accept Additive Alternate “B”. The adjusted bid amounts for both contractors including the selected Additive Alternates are as follows:

<u>Company</u>	<u>Adjusted Bid Amount</u>
Manusos General Contracting, Inc.	\$863,360.00
Boller Construction Company, Inc.	\$870,000.00

The apparent low bidder inclusive of the selected Additive Alternate is therefore Manusos General Contracting, Inc. with bid amount of \$863,360.00.

The contract also included provisions for alternate equipment manufacturers for certain mechanical equipment which the City has option to accept or reject. The acceptance of alternate equipment does not impact the bid amount for determination of the low bidder, but instead modifies the bid amount after the low bidder is determined. The City has elected to accept an alternative manufacturer for Section 11304 – Submersible Pumping Equipment for ABS as pump manufacturer in lieu of Flygt. Selection of this alternate manufacturer results in a reduction of the contract of \$32,592.00. The total contract amount for Manusos General Contracting inclusive of Additive Alternate “B” and alternate pump equipment manufacturer ABS is therefore \$830,768.00.

We have confirmed the bid amount with Manusos General Contracting and reviewed the bidding documents and required certifications and confirmed that Manusos General Contracting has provided an acceptable bid package.

Trotter and Associates has worked with Manusos General Contracting in the past, and currently has a centrifuge installation project with them in construction. We have no reservations about recommending that the City of Batavia award the 2013 Wastewater Treatment Facility Improvements project to Manusos General Contracting, Inc for the adjusted contract amount inclusive of selected Additive Alternate “B” and selected alternate pump manufacturer ABS for \$830,768.00 .

We sincerely look forward to assisting the City with the construction phase of this project. Please feel free to contact myself or Scott Trotter if you have any questions or require any additional information.

Sincerely,

TROTTER AND ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Mark R. Sikora". The signature is fluid and cursive, with a long horizontal stroke at the end.

Mark Sikora, P.E.
Vice President

Exhibit 1

AGREEMENT

THIS AGREEMENT is dated as the 10th day of April in the year **2013** by and between the **City of Batavia, Illinois** (hereinafter called OWNER) and **Manusos General Contracting, Inc.** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all WORK as specified or indicated in the Contract Documents. WORK is generally described as follows:

Rehabilitation of the existing Island Avenue Lift Station (located at the Wastewater Treatment Plant) including removal of existing pumps, piping, control panels and appurtenances and replacement with new equipment, rehabilitation of the existing plant drain pump station, including removal of concrete fillets, existing pumps, piping, control panels and appurtenances and replacement with new equipment, addition of a new electric water heater and associated piping and electrical work, replacement of certain primary clarifier equipment including chains, scrapers, shafts, bearings, drive units, weir trough assemblies, replacement of certain valves and equipment within the anaerobic digester operations building and digester covers as well as certain repairs, rehabilitation of an existing concrete block structure including replacement of deteriorated masonry, construction of a new trussed roof, painting, and other work as indicated on the plans and described within the specifications.

Article 2. ENGINEER

Trotter and Associates, Inc. of St. Charles, Illinois (hereinafter called ENGINEER) will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the WORK in accordance with the Contract Documents.

Article 3. CONTRACT TIME

All WORK involved with the project shall be substantially complete within two hundred and forty (240) calendar days of the date when Contract Time commences to run as indicated in the Notice to Proceed and provided for in Paragraph 2.03 of the General Conditions. All work shall be at Final Completion and ready for Final Payment in accordance with Paragraph 14.07 of the General Conditions two hundred and seventy (270) calendar days of the date when Contract Time commences to run.

3.1 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the WORK is not completed within the time specified in Article 3 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **seven hundred and fifty dollars and zero cents (\$750.00) for each day that expires after the time specified in Article 3 for Substantial Completion until the WORK is fully operational and tested. The CONTRACTOR shall pay the OWNER an additional seven hundred and fifty dollars and zero cents (\$750.00) for each day after the time specified in Article 3 for Final Completion until the WORK is accepted by the OWNER. Aggregate damages for time expired, past the time of final completion shall then be one thousand five hundred dollars and zero cents (\$1500.00).** At the option of the ENGINEER and OWNER damage amounts may be deducted, on a monthly basis, from the contract balance.

3.2 The contract time may be changed only by a change order. For each change order, CONTRACTOR shall submit to the Engineer for review, sufficient reason for delay to enable the Engineer to ascertain the necessity and reasonableness of the delay, and the allowability and eligibility of delay proposed.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for performance of the WORK in accordance with the Contract Documents in current funds as follows:

4.1 Payment shall be made on the basis of the monthly estimates of partial completion, approved by the ENGINEER, except as otherwise provided in the detailed specifications for each class of WORK.

4.2 The contract price may be changed only by a change order. For each change order, CONTRACTOR shall submit to the Engineer for review, sufficient cost and pricing data to enable the Engineer to ascertain the necessity and reasonableness of costs and amounts proposed, and the allowability and eligibility of costs proposed.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be process by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as

recommended by ENGINEER, on or about the second Wednesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the WORK estimated by the ENGINEER.

5.1.1 Prior to Substantial Completion progress payments will be in an amount equal to 90% of the WORK completed, and 90% of materials and equipment not incorporated in the WORK but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 Upon Substantial Completion and thereafter, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine in accordance with Paragraph 14.07 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the WORK in accordance with Paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.07.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representation:

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, WORK, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the WORK.

6.2 CONTRACTOR has studied carefully all available reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the WORK which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 6.2 as he deems necessary for the performance of the WORK at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

6.6 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the OWNER shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

6.7 CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- 7.1 This Agreement (Pages 1 to 6, inclusive).
- 7.2 Exhibits to this Agreement
- 7.3 Payment and Performance Bonds
- 7.4 Notice of Award.
- 7.5 Notice to Proceed.
- 7.6 General Conditions.
- 7.7 Supplementary Conditions.
- 7.8 Specifications bearing the title "**City of Batavia – 2013 Wastewater Treatment Facility Improvements**".
- 7.9 Drawings, consisting of a cover sheet and all sheets designated in Section 00850 with each sheet bearing the title " **City of Batavia – 2013 Wastewater Treatment Facility Improvements** " as prepared by Trotter and Associates, Inc.
- 7.10 Addenda No's 1 to __, inclusive.
- 7.11 CONTRACTOR's Proposal (Pages 1 to 10, inclusive).
- 7.12 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 7.13 Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 3.04 of the General Conditions).

Article 8. MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 All claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of, or relating to this subagreement or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Illinois.

Article 9. OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement shall become effective on **May 7, 2013**.

OWNER
City of Batavia, Illinois

CONTRACTOR
Manusos General Contracting, Inc.

by _____
Hon. Jeffery Schielke, Mayor

by _____

(Corporate Seal)

(Corporate Seal)

Attested

Attested

by _____
Ms. Heidi Wetzel, Clerk

by _____

(Notary Seal)

(Notary Seal)

Address for Giving Notices

Address for Giving Notices

City of Batavia
100 North Island Avenue
Batavia, Illinois 60510

END 00500

CITY OF BATAVIA

DATE: April 12, 2013
TO: Public Utilities Committee
FROM: Byron Ritchason
SUBJECT: Resolution 13-62-R Awarding Contract for Diffuser Membrane Replacement to Hayes Mechanical for an amount not to exceed \$60,733.14.

Summary: Resolution 13-62-R will award a contract for Diffuser Membrane Replacement to Hayes Mechanical for an amount not to exceed \$60,733.14.

Background: It was determined by Trotter and Associates, Inc. (TAI) during the “evaluation of existing plant deficiencies” section of Task Order #3 of our Master Service Agreement that the existing aeration diffusers had been operating past their useful life. These diffusers are located at the base of the aeration basins and are used to introduce oxygen into the aerobic bio-mass as well as to provide proper mixing within the basin by means of centrifugal blowers. The FlexAir membranes are constructed of EPDM rubber and have rows of very small openings to allow air to escape. Over time, the openings become blocked and the rubber deteriorates making the diffusers inefficient. The replacement of the diffusers will not only provide a healthier environment for the bio-mass, but by Engineer’s estimate will also have an approximate 7-month return of investment in electrical savings.

There were 4 Bids received:

Hayes Mechanical	\$60,733.14
Kresmery Contruction	\$69,046.00
Dahme Mechanical	\$98,989.00
R.J. O’Neil	\$117,442.00

This, along with the Wastewater Treatment Facility Improvements (Res#13-61-R) was budgeted in 31-81-6355 in the amount of \$860,000. The resulting bids for both of these projects will come to a total of \$891,501.14.

Staff recommendations:

- Recommend Public Utilities Committee and City Council approve Resolution 13-62-R Awarding Contract for Diffuser Membrane Replacement to Hayes Mechanical for an amount not to exceed \$60,733.14.

C: Bill McGrath
Gary Holm
Peggy Colby

**CITY OF BATAVIA, ILLINOIS
RESOLUTION 13-62-R**

AWARDING CONTRACT FOR DIFFUSER MEMBRANE REPLACEMENT TO HAYES MECHANICAL FOR AN AMOUNT NOT TO EXCEED \$60,733.14

WHEREAS, the City of Batavia owns and operates a Wastewater Treatment Facility; and

WHEREAS, the Wastewater Treatment Facility is required by the IEPA to meet certain water quality standards before discharging its effluent into the Fox River; and

WHEREAS, it has been determined that the Aeration Diffuser Membranes are in need of replacing; and

WHEREAS, the City publically advertised bids for this project; and

WHEREAS, Hayes Mechanical provided the lowest bid.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Batavia, Kane and DuPage Counties, Illinois, as follows:

SECTION 1: That the Mayor and City Council hereby authorize the execution of contract documents, attached hereto as Exhibit 1, awarding the contract to Hayes Mechanical of 5959 South Harlem Ave. Chicago, Illinois 60638-3131 for an amount not to exceed \$60,733.14.

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, on the ___ day of _____, 2013.

APPROVED by me as Mayor of said City of Batavia, Illinois, on the ___ day of _____, 2013.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Sparks				
2	Dietz					Wolff				
3	Jungles					Chanzit				
4	Volk					Stark				
5	Frydendall					Theelin Atac				
6	Liva					Clark				
7	Tenuta					Brown				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	Abstentions					
Total holding office: Mayor and 14 aldermen										

ATTEST:

Heidi Wetzell, City Clerk

SECTION 00510

NOTICE OF AWARD

Date: April 10, 2013

To: Jack AnCel, Assistant Manager
Hayes Mechanical
5959 South Harlem Ave.
Chicago, Illinois 60638-3131

Project: **City of Batavia – 2013 Diffuser Membrane Replacement**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your bid has been accepted for items in the amount of **Sixty Thousand seven hundred and thirty-three dollars and fourteen cents (\$60,733.14)**

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within ten (10) calendar days from the date of this Notice of Award.

If you fail to execute said agreement and to furnish said BONDS within ten (10) days from the date of this Notice, OWNER will be entitled to consider all of your rights arising out of the OWNER'S acceptance of your BID as abandoned, and as a forfeiture of your BID BOND. The OWNER will be entitled to any 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 ____ day of _____, **2013**.

Honorable Jeffery Schielke, Mayor
City of Batavia, Illinois

ACCEPTANCE OF NOTICE

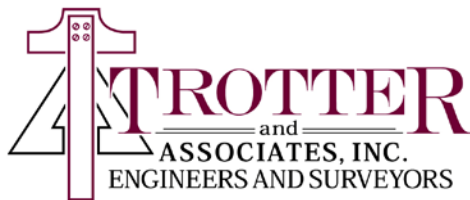
Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ this the ____ day of _____, **2013**.

END 00510

04/10/13 3:35 PM

00510-1

Trotter and Associates, Inc.
BAT-023B



April 10, 2013

Mr. Gary Holm, P.E.
Director of Public Works
City of Batavia
200 North Raddant Road
Batavia, Illinois 60510

**Re: City of Batavia – 2013 Diffuser Membrane Replacement
Bid Opening – Recommendation to Award**

Dear Mr. Holm:

The City of Batavia advertised for bids the above referenced project on Friday, March 8, 2013. The City received bids until 2:00 P.M. on Tuesday, April 9, 2013, in accordance with the advertisement. Five bids were received for the project. Four bids were opened and read aloud with the following tabulation of the bids received:

<u>Company</u>	<u>Bid Amount</u>
Hayes Mechanical	\$60,733.14
Marc Kresmery Construction	\$69,046.00
Dahme Mechanical	\$98,989.00
R.J. O'Neil	\$117,442.00

An expected bid that had been sent by UPS could not be located at the opening. This bid package was later discovered within the City internal mail system. Trotter and Associates notified the bidder that the bid had been misplaced and not opened. The bidder produced documentation that the bid had been delivered to the proper address and on time. The bidder was then notified of the apparent low bid amount, and the unopened bid was voluntarily withdrawn.

Hayes Mechanical of Chicago, Illinois was the low responsive bidder with a bid amount of \$60,733.14. We have confirmed the bid amount with Hayes Mechanical and reviewed the bidding documents and required certifications and confirmed that Hayes Mechanical has provided a complete bid package.

Trotter and Associates has not worked with Hayes Mechanical, so we verified their capabilities and reputation, and received satisfactory responses. We therefore have no reservations about recommending that the City of Batavia award the 2013 Diffuser Membrane Replacement project to Hayes Mechanical in the amount of \$60,733.14.

Exhibit 1

AGREEMENT

THIS AGREEMENT is dated as the 10th day of April in the year **2013** by and between the **City of Batavia, Illinois** (hereinafter called OWNER) and **Hayes Mechanical** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all WORK as specified or indicated in the Contract Documents. WORK is generally described as follows:

1. Replacement of aeration diffuser membranes on multiple treatment tanks at the City of Batavia Main Wastewater Treatment Plant. Contractor shall furnish all materials, equipment and labor.

Article 2. ENGINEER

Trotter and Associates, Inc. of St. Charles, Illinois (hereinafter called ENGINEER) will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the WORK in accordance with the Contract Documents.

Article 3. CONTRACT TIME

All WORK involved with the project shall be substantially complete within one hundred and eighty (180) calendar days of the date when Contract Time commences to run as indicated in the Notice to Proceed and provided for in Paragraph 2.03 of the General Conditions. All work shall be at Final Completion and ready for Final Payment in accordance with Paragraph 14.07 of the General Conditions two hundred and ten (210) calendar days of the date when Contract Time commences to run.

- 3.1 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the WORK is not completed within the time specified in Article 3 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **seven hundred and fifty dollars and zero cents (\$750.00) for each day that expires after the time specified in Article 3 for**

Substantial Completion until the WORK is fully operational and tested. The CONTRACTOR shall pay the OWNER an additional seven hundred and fifty dollars and zero cents (\$750.00) for each day after the time specified in Article 3 for Final Completion until the WORK is accepted by the OWNER. Aggregate damages for time expired, past the time of final completion shall then be one thousand five hundred dollars and zero cents (\$1500.00). At the option of the ENGINEER and OWNER damage amounts may be deducted, on a monthly basis, from the contract balance.

- 3.2 The contract time may be changed only by a change order. For each change order, CONTRACTOR shall submit to the Engineer for review, sufficient reason for delay to enable the Engineer to ascertain the necessity and reasonableness of the delay, and the allowability and eligibility of delay proposed.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for performance of the WORK in accordance with the Contract Documents in current funds as follows:

- 4.1 Payment shall be made on the basis of the monthly estimates of partial completion, approved by the ENGINEER, except as otherwise provided in the detailed specifications for each class of WORK.
- 4.2 The contract price may be changed only by a change order. For each change order, CONTRACTOR shall submit to the Engineer for review, sufficient cost and pricing data to enable the Engineer to ascertain the necessity and reasonableness of costs and amounts proposed, and the allowability and eligibility of costs proposed.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be process by ENGINEER as provided in the General Conditions.

- 5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the second Wednesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the WORK estimated by the ENGINEER.
- 5.1.1 Prior to Substantial Completion progress payments will be in an amount equal to 90% of the WORK completed, and 90% of materials and equipment not incorporated in the WORK but delivered and suitably stored, less in each case the aggregate of payments previously made.
- 5.1.2 Upon Substantial Completion and thereafter, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the

Contract Price, less such amounts as ENGINEER shall determine in accordance with Paragraph 14.07 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the WORK in accordance with Paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.07.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representation:

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, WORK, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the WORK.

6.2 CONTRACTOR has studied carefully all available reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the WORK which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 6.2 as he deems necessary for the performance of the WORK at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

6.6 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the OWNER shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

6.7 CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- 7.1 This Agreement (Pages 1 to 6, inclusive).
- 7.2 Exhibits to this Agreement
- 7.3 Payment and Performance Bonds
- 7.4 Notice of Award.
- 7.5 Notice to Proceed.
- 7.6 General Conditions.
- 7.7 Supplementary Conditions.
- 7.8 Specifications bearing the title "City of Batavia – 2013 Diffuser Membrane Replacement".**
- 7.9 Drawings, consisting of a cover sheet and all sheets designated in Section 00850 with each sheet bearing the title " **City of Batavia – 2013 Diffuser Membrane Replacement**" as prepared by Trotter and Associates, Inc.
- 7.10 Addenda No's 0 to 0, inclusive.
- 7.11 CONTRACTOR's Proposal (Pages 1 to 10, inclusive).
- 7.12 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 7.13 Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 3.04 of the General Conditions).

Article 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless

specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.4 All claims, counter-claims, disputes and other matters in question between the OWNER and the CONTRACTOR arising out of, or relating to this subagreement or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Illinois.

Article 9. OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement shall become effective on **May7, 2013**.

OWNER
City of Batavia, Illinois

CONTRACTOR
Hayes Mechanical

by _____
Hon. Jeffery Schielke, Mayor

by _____

(Corporate Seal)

(Corporate Seal)

Attested

Attested

by _____
Ms. Heidi Wetzel, Clerk

by _____

(Notary Seal)

(Notary Seal)

Address for Giving Notices

Address for Giving Notices

City of Batavia
100 North Island Avenue
Batavia, Illinois 60510

Hayes Mechanical
5959 South Harlem Ave.
Chicago, Illinois 60638-3131

END 00500

We sincerely look forward to assisting the City with the construction phase of this project. Please feel free to contact myself or Scott Trotter if you have any questions or require any additional information.

Sincerely,

TROTTER AND ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Mark R. Sikora". The signature is fluid and cursive, with a long horizontal stroke at the end.

Mark Sikora, P.E.
Vice President

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CITY OF BATAVIA

DATE: April 12, 2013
TO: Public Utilities Committee
FROM: Gary Holm
SUBJECT: Resolution #13-60-R Authorizing Certain Elected Officials and City Staff to Receive Confidential Information Related to Prairie State

In 2006 the City executed a Power Sales Agreement with NIMPA to purchase power from what was proposed to be the Prairie State project. In 2007 the City granted final approvals for NIMPA to issue bonds and participate in the project. NIMPA subsequently executed several different project agreements including a Participation Agreement.

The Participation Agreement defines project owners, including NIMPA, as “Participants”. In Accordance with the Participation Agreement, a Management Committee was established to oversee strategic matters on behalf of the various Participants. Each Participant has a representative and an alternate appointed to the Management Committee. In accordance with the Agreement, certain confidential information is required to be transmitted to Participant’s Management Committee representatives each month.

The Participation Agreement also requires the transmittal of confidential information to other Participant “Representatives”. Up until this point, the confidential information consisted of summarized monthly reports which were transmitted, via attorney-client privileged communications, to the NIMPA member communities. At the urging of Batavia, additional detailed confidential documentation will now be available to each community “Representative”. In order to receive the additional information, “Representatives” will be required to execute a Confidentiality Agreement as specified in the Participation Agreement.

The Participation Agreement defines confidential information as:

“All information and material furnished by or on behalf of NIMPA to the Member Representative pertaining to PSEC or PSGC (including all confidential or proprietary documents provided to NIMPA's representatives on the PSEC Management Committee; reports, memoranda, analyses, completions, or summaries regarding PSEC or PSGC furnished to NIMPA's representatives by its attorneys, project management consultants at Indiana Municipal Power Agency, or other designated NIMPA agents; Trade Secrets; PSEC-related design drawings; scientific, engineering, technical, commercial, financial, legal, organizational, administrative or economic data or information of any kind pertaining to PSGC or PSEC; information regarding PSGC or PSEC-related expenses or operating and maintenance history; preliminary drafts, notes, recommendations, memoranda or other records pertaining to PSGC or PSEC-related research, business, operational, environmental or public relations strategy; or confidential information of or concerning a third party pertaining to PSEC or PSGC), whether any such information is furnished or learned before or after the date hereof, and regardless of the manner or form in which it is furnished or learned, together with all notes, memoranda, summaries, analyses, compilations and other writings relating thereto or based thereon prepared by the Member Representative.”

In addition, the Participation Agreement states that

“unless otherwise agreed to in writing by NIMPA, Member Representative agrees (a) except as required by law, rule, applicable regulation, interrogatories, subpoenas, civil investigative demands or other similar legal process or disclosure requirement of a governmental authority or agency, (collectively, “Law”), to keep all Confidential Information confidential and not to (i) disclose or reveal any Confidential Information to any member of the public or media outlet; or disclose or reveal any Confidential Information to any elected official or representative of member's governing body or applicable utility committee, other than in a properly noticed executive session of such body or committee, and in a manner that adheres to such member's standard confidentiality protocols. Member Representative shall be responsible for any violation of the terms of this Agreement.”

City Staff is recommending that due to the sensitivity of the confidential information, only certain Elected Officials and Staff members be authorized to receive it. **Staff is recommending approval of Resolution 13-60-R authorizing the following individuals to receive confidential information contingent upon execution of a Confidentiality Agreement:**

- Mayor
- City Clerk
- City Council
- City Attorney
- City Administrator
- Assistant City Administrator
- Public Works Director
- Finance Director
- Superintendent of Electric

**CITY OF BATAVIA, ILLINOIS
RESOLUTION 13-60-R**

**AUTHORIZING CERTAIN ELECTED OFFICIALS AND STAFF TO RECEIVE
CONFIDENTIAL INFORMATION RELATED TO PRAIRIE STATE**

WHEREAS, the City of Batavia owns and operates an electric utility whereby it purchases wholesale power from the Prairie State project via a Power Sales Agreement with NIMPA; and

WHEREAS, in 2007 NIMPA was authorized by the City to execute a Participation Agreement for the Prairie State project; and

WHEREAS, the Participation Agreement contemplates the transmittal of confidential information to certain Participant Representatives; and

WHEREAS, the City of Batavia Staff and full City Council, together with the Mayor, have discussed the sensitivity of the confidential information and have determined that its distribution should be limited.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Batavia, Kane and DuPage Counties, Illinois, as follows:

SECTION 1: The distribution of confidential information shall be limited to the individuals identified in Exhibit A and shall be contingent upon the execution of a Confidentiality Agreement by each individual in accordance with Exhibit B.

CITY OF BATAVIA, ILLINOIS RESOLUTION 13-60-R

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this ____ day of May, 2013.

APPROVED by me as Mayor of said City of Batavia, Illinois, this ____ day of May, 2013.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Sparks				
2	Dietz					Wolff				
3	Jungles					Chanzit				
4	Volk					Stark				
5	Frydendall					Thelin Atac				
6	Liva					Clark				
7	Tenuta					Brown				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	Abstention(s)					
Total holding office: Mayor and 14 aldermen										

ATTEST:

Heidi Wetzal, City Clerk

Resolution #13-60-R
EXHIBIT A

The following individuals are authorized to receive confidential information from the Prairie State project contingent upon execution of a Confidentiality Agreement:

- Mayor
- City Clerk
- City Council
- City Attorney
- City Administrator
- Assistant City Administrator
- Public Works Director
- Finance Director
- Superintendent of Electric

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
FOR TRANSMITTAL OF
CONFIDENTIAL PRAIRIE STATE INFORMATION**

THIS AGREEMENT, made and entered into this ___ day of _____, 2013 ("Effective Date"), by and between _____, ("Member Representative") and Northern Illinois Municipal Power Agency ("NIMPA"), (each a "Party" and collectively, the "Parties");

WITNESSETH:

WHEREAS, designated representatives of NIMPA's members have a desire to obtain confidential information pertaining to Prairie State Energy Campus ("PSEC") and Prairie State Generating Company ("PSGC") which is otherwise regularly transmitted only to NIMPA's PSGC Management Committee representatives;

WHEREAS; such designated representatives are entitled to obtain such confidential information under section 18.4 of the PSEC Participation Agreement, dated September 28th, 2007 ("Participation Agreement"), as long as they agree to maintain confidentiality of such information;

WHEREAS, as a condition to NIMPA furnishing Confidential Information (as defined below) to the undersigned designated Member Representative, the Parties agree, as of the date set forth above (the "Effective Date"), to be bound by the terms and conditions of this confidentiality agreement (this "Agreement");

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. "Confidential Information" shall mean: all information and material furnished by or on behalf of NIMPA to the Member Representative pertaining to PSEC or PSGC (including all confidential or proprietary documents provided to NIMPA's representatives on the PSEC Management Committee; reports, memoranda, analyses, completions, or summaries regarding PSEC or PSGC furnished to NIMPA's representatives by its attorneys, project management consultants at Indiana Municipal Power Agency, or other designated NIMPA agents; Trade Secrets (as defined below); PSEC-related design drawings; scientific, engineering, technical, commercial, financial, legal, organizational, administrative or economic data or information of any kind pertaining to PSGC or PSEC; information regarding PSGC or PSEC-related expenses or operating and maintenance history; preliminary drafts, notes, recommendations, memoranda or other records pertaining to PSGC or PSEC-related research, business, operational, environmental or public relations strategy; or confidential information of or concerning a third party pertaining to PSEC or PSGC), whether any such information is furnished or learned before or after the date hereof, and regardless of the manner or form in which it is furnished or learned, together with all notes, memoranda, summaries, analyses, compilations and other writings relating thereto or based thereon prepared by the Member Representative.

2. The Parties further agree that the term Confidential Information shall not include, however, information which (a) is or becomes generally available to the public other than as a result of a disclosure by any Member Representative in breach of this Agreement, (b) was available to the Member Representative on a nonconfidential basis prior to its disclosure by NIMPA, or (c) becomes available to the Member Representative on a nonconfidential basis from a person other than NIMPA, provided that in

the case of (b) and (c) above, the source of such information was not known by the Member Representative to be bound by a confidentiality agreement with or other legal obligation of confidentiality to the Member Representative with respect to such information.

3. As used in this Agreement: (a) “NIMPA” means NIMPA's agents, including legal counsel and its managing consultants at the Indiana Municipal Power Agency, as well as NIMPA's designated representatives on the PSEC Management Committee; and (b) “Trade Secrets” means that portion of the Confidential Information that constitutes trade secrets, as defined by applicable law, including confidential computer programs, software, designs, processes, procedures, equipment, data, reports, product specifications, formulas, improvements, on-line terminal designs, software applications and specialized knowledge, whether copyrightable or not.

4. Subject to the immediately succeeding paragraph, unless otherwise agreed to in writing by NIMPA, Member Representative agrees (a) except as required by law, rule, applicable regulation, interrogatories, subpoenas, civil investigative demands or other similar legal process or disclosure requirement of a governmental authority or agency, (collectively, “Law”), to keep all Confidential Information confidential and not to (i) disclose or reveal any Confidential Information to any member of the public or media outlet; or disclose or reveal any Confidential Information to any elected official or representative of member's governing body or applicable utility committee, other than in a properly noticed executive session of such body or committee, and in a manner that adheres to such member's standard confidentiality protocols. Member Representative shall be responsible for any violation of the terms of this Agreement.

5. The Parties agree that in the event that Member Representative is required or requested by Law to disclose any Confidential Information, Member Representative shall, to the extent practical and permitted by Law, provide NIMPA with prompt written or electronic notice of such request or requirement in order to enable NIMPA (a) to seek an appropriate protective order or other remedy, (b) to consult with Member Representative with respect to NIMPA taking steps to resist or narrow the scope of such request or legal process, or (c) to waive compliance, in whole or in part, with the terms of this Agreement. In any such event, Member Representative shall use best efforts to ensure that all Confidential Information that is so disclosed shall be accorded confidential treatment and shall furnish only that portion of the Confidential Information that is legally required to be disclosed.

6. At the written request of NIMPA, Member Representative shall, at its election, promptly (but in any event within 10 business days following such request) (a) return all copies of Confidential Information in the possession of Member Representative, or (b) destroy all copies of Confidential Information in the possession of Member Representative; provided that Member Representative shall not be required to destroy any Confidential Information or to take any action pursuant to this paragraph to the extent otherwise required by Law. Upon written request of NIMPA, Member Representative shall promptly (but in any event within 10 business days following such request) certify the Member Representative's compliance with its obligations under this paragraph.

7. Notwithstanding the return or destruction of the Confidential Information, Member Representative shall continue to be bound by his or her confidentiality and other obligations under this Agreement for the entire term of this Agreement. The term of this Agreement shall begin as of the Effective Date written above and extend through the term of the PSEC Participation Agreement (i.e. until PSEC is retired from service). For clarity, Member Representative shall continue to be bound by this Agreement regardless of any change of Member Representative's status with respect to service on the NIMPA Board of Directors or service to the member itself as an employee, staff member or elected official.

8. Member Representative recognizes and acknowledges the competitive value of the Confidential Information and the damage that could result to NIMPA and its members if the Confidential Information were used or disclosed by Member Representative except as authorized under this Agreement. Accordingly, Member Representative agrees that money damages would not be a sufficient remedy for any breach of this Agreement, and that, in addition to any other rights and remedies otherwise available to NIMPA at law or in equity, NIMPA shall be entitled to equitable relief by way of specific performance, injunction, or otherwise if the Member Representative breaches or threatens to breach any provision of this Agreement. In the event of any legal proceedings to enforce or protect any rights under this Agreement, NIMPA shall be entitled to recover its costs (including reasonable attorneys' fees) incurred in connection therewith. Notwithstanding any provision to the contrary, neither Party shall be liable to the other Party for any punitive, exemplary, consequential or special damages arising out of or relating to this Agreement, regardless of whether such damages are based on tort, warranty, contract or any other legal theory.

9. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. The Parties shall endeavor by good faith negotiations to replace any invalid, illegal or unenforceable provision with a valid, legal and enforceable provision, the effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision.

10. This Agreement is solely for the benefit of the Parties, and shall not be deemed to confer upon or give to any other person any remedy, claim of liability or reimbursement, cause of action or other right. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns. Any assignment of this Agreement, in whole or in part, by either Party without the other Party's prior written consent (in its sole discretion) shall be null and void.

11. This Agreement constitutes the entire agreement between and among the Parties concerning the subject matter hereof and supersedes any other agreement or instrument, whether written or oral, that may have been made or entered into between the Parties concerning the subject matter hereof. Without limitation of the foregoing, there are no representations, warranties, agreements or commitments by or between the Parties concerning the subject matter hereof except as expressly set forth herein.

12. No amendment, supplement or other modification of this Agreement, or any waiver of the terms hereof, shall be binding upon the Parties unless (a) in the case of any such amendment, supplement or modification, approved in a writing signed by each of the Parties and (b) in the case of any waiver, evidenced by a writing executed by the Party purportedly granting the waiver (it being understood that no failure or delay by a Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder).

13. Any notice, consent or other formal communication required or permitted to be given by a Party pursuant to the terms of this Agreement shall be in writing and shall be deemed delivered (a) when delivered personally or by verifiable facsimile transmission, unless such delivery is made (i) on a day that is not a business day in the place of receipt or (ii) after 5:00 p.m. local time on a business day in the place of receipt, in either of which cases such delivery will be deemed to be made on the next succeeding business day, (b) on the next business day after timely delivery to a reputable overnight courier and (c) on the business day actually received if deposited in the U.S. mail (postage prepaid), addressed as follows:

If to Member Representative:

Attention: _____

Facsimile No.: _____

If to NIMPA:

Northern Illinois Municipal Power Agency

c/o Rochelle Municipal Utilities

333 Lincoln Highway

P.O. Box 456

Rochelle, Illinois 61068

Fax: (815) 562-5861

With a copy to:

Richard Heinemann

Boardman & Clark, LLP

1 South Pinckney Street, Fourth Floor

P.O. Box 927

Madison, WI 53701-0927

Fax: (608) 283-1709

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois (without regard to principles of conflict of laws thereof).

15. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. Any counterpart may be delivered by facsimile transmission or by electronic communication in portable document format (.pdf), and the Parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures.

Accepted and Agreed as of the Effective Date

Member Representative

By: _____

Name: _____

Title: _____

Northern Illinois Municipal Power Agency

By: _____

Name: Mike Buffington, President

CITY OF BATAVIA

DATE: April 11, 2013
TO: Public Utilities Committee
FROM: Steven Allen, Senior Project Engineer
SUBJECT: Resolution 13-59-R Authorizing Execution of Task Order #5 with HBK Engineering for American Can Substation Demolition and Restoration Engineering Services

Summary: The City of Batavia Electric Utility has retired the American Can substation located on the property of the current Amcor Corporation at 1300 South River St. All electrical apparatus has been removed and the remaining work is to remove the existing concrete foundation structures and fencing. The ground is to be restored to its original grade with topsoil and a seeding mix.

Background: The Electric Utility enlisted the engineering services of HBK Engineering to perform the Civil Engineering for the former Mill Creek substation last year and they did an exemplary job. Staff has elected to use HBK again for the engineering to restore the former American Can Substation. They will provide the necessary drawings for the removal of the concrete foundations, conduits, and ground grid, as well as coordinate any permits necessary from both Kane County and the City as this property lies within city limits. They will also assist with contract preparation, plan holder lists, bid evaluation, and provide oversight when demolition and restoration is to commence. Work to be completed on site is to remove existing foundations, cyclone fencing and ground grid. The existing site material will be used to fill any voids created by the removal of the foundations. The actual demolition and construction work will be bid separately.

This restoration project is a part of the 2013 approved budget for the rebuilding of the electric service at 1300 South River.

Staff recommendations:

- Recommend Public Utilities Committee and City Council approve Resolution 13-59-R Authorizing Execution of Task Order #5 with HBK Engineering for American Can Substation Demolition and Restoration Engineering Services

**CITY OF BATAVIA, ILLINOIS
RESOLUTION 13-59-R**

**AUTHORIZING EXECUTION OF TASK ORDER #5 WITH HBK ENGINEERING
FOR AMERICAN CAN SUBSTATION DEMOLITION AND RESTORATION
ENGINEERING SERVICES**

WHEREAS, the City of Batavia owns and operates an electric utility whereby it purchases wholesale power and resells same to its citizens; and

WHEREAS, the City of Batavia has retired the American Can Substation and is seeking engineering services to have the site demolished and restored to its natural state; and

WHEREAS, the City of Batavia has an executed Master Services Agreement with HBK Engineering for Professional Engineering Services under Resolution 12-71-R; and

WHEREAS, Task Order #5 of the Master Services Agreement shall be for the professional engineering services for the American Can Substation Demolition and Restoration; and

WHEREAS, HBK Engineering has the appropriate expertise and experience necessary to provide the professional engineering services for the American Can Substation Demolition and Restoration and has submitted a proposal for said services which is fair and reasonable; and

WHEREAS, the estimated total cost of said engineering services is \$27,320.00; and

WHEREAS, funding for said professional engineering services is available in the 2013 City of Batavia Electric Utility budget.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Batavia, Kane and DuPage Counties, Illinois, as follows:

SECTION 1: That the Mayor and City Clerk are hereby authorized to execute the proposal from HBK Engineering as Task Order #5 in conjunction with the terms of the existing Master Services Agreement between HBK Engineering and the City of Batavia for professional engineering services related to the American Can Substation in the amount of \$27,320.00. The proposal is attached hereto as Attachment "1" and Task Order #5 is attached hereto as Attachment "2".

PRESENTED to and **PASSED** by the City Council of the City of Batavia, Illinois, this 6th day of May, 2013.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 6th day of May, 2013.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Sparks				
2	Dietz					Wolff				
3	Jungles					Chanzit				
4	Volk					Schmitz				
5	Frydendall					Theelin Atac				
6	Liva					Clark				
7	Tenuta					Brown				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	Abstentions					
Total holding office:		Mayor and 14 aldermen								

ATTEST:

Heidi Wetzel, City Clerk

ATTACHMENT #1



City of Batavia
April 5, 2013

Professional Services Agreement
HBK Project File 13-351

Part I: Scope of Services

1. MEETINGS/COORDINATION

Consultant shall, as required, provide support to, and attend meetings with: the Client; Owner; Owner's consultants; Owner's contractors to discuss specific requirements of the Owner, the Client, and various public and private agencies. Consultant shall provide assistance to Client and Owner for the coordination with various public and private agencies for installation of proposed infrastructure. Meeting time provided in this proposal is an estimate that can and may be exceeded due to meeting requirements of Client, Owner and governing agencies.

2. ORDINANCE REVIEW

Consultant shall perform review of municipal, state and federal design standards, manuals, codes, and ordinances applicable to this project, specifically civil engineering design, storm water management, and erosion and sediment control. Initiate contact with the relevant regulatory agencies to discuss how the various codes and ordinances apply to the Project, and attend preliminary meetings with the various regulatory agencies as appropriate. Consultant shall obtain information with regard to the necessary supporting documentation for the required permit submittals and determine the permits that need to be submitted for the proposed project.

3. SITE ASSESSMENT & WALKDOWN

Consultant shall perform site visits to project area including the adjacent Public ROW, and adjacent private property (to the extent possible). Site visits could be performed to: collect preliminary information; assess feasibility of survey & design plan implementation; determine the points of service; determine the service entrance locations for Client / Owner facilities; attend meetings with team; work with site representatives to determine locations and routing solutions; or other activities deemed necessary by the Consultant. Consultant may take photos and may make sketches of existing conditions for use in the compilation of updated base map as deemed necessary by consultant.

4. TOPOGRAPHIC SURVEY

Consultant shall utilize conventional surveying data collection methods and a two person survey crew to survey, confirm and locate the existing topography, surface appurtenances of existing subsurface and surface improvements, and infrastructure elevations for the areas within the Project Limits.

Throughout field activities, Consultant's crews shall attempt to open accessible utility structures to collect additional information. Data collected might include invert and/or top of pipe elevations, internal dimensions of structure, digital photography, etc.

The survey performed under this scope item will be a topographic survey to the extent necessary to perform a civil design for the proposed facility installation. Topographic survey will be provided for the Mill Creek substation yard, gate, abandoned infrastructure locations and any land adjacent to said locations as necessary to facilitate design of planned improvements within the project limits.

Note: The provision of an ALTA Survey is outside of the scope of this proposal and will be priced separately, if requested by Owner and Client.



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HBK Project File 13-351

5. ENVIRONMENTAL SITE ASSESSMENT

The provision of an environmental site assessment is outside of the scope of this proposal and will be priced separately, if requested by Owner and Client. Currently the Consultant assumes that this will not be required.

6. WETLAND DELINEATION

The provision of wetland delineation is outside of the scope of this proposal and will be priced separately, if requested by Owner and Client. Currently the Consultant assumes that this will not be required.

7. WETLAND REPORT

The provision of wetland report is outside of the scope of this proposal and will be priced separately, if requested by Owner and Client. Currently the Consultant assumes that this will not be required.

8. SITE TOPOGRAPHIC MODEL

Consultant shall create a drawing of the site's existing conditions using the information obtained from the topographic survey, the Client, the Owner and from Consultant's research and create a model of the site topography to sufficient detail to complete the Civil Restoration Design.

9. SITE FLOOD STUDY

The provision of a site flood study is outside of the scope of this proposal and will be priced separately, if requested by Owner and Client. Currently the Consultant assumes that this will not be required.

10. CIVIL SITE DEMOLITION PACKAGE

Consultant will furnish demolition plans, specifications and other documents necessary for the demolition of the existing infrastructure provided in this proposal. Unless specifically requested by the Client, the Construction Documents will be issued *after* all necessary permitting is complete, so that all changes, modifications, and revisions can be reflected in the construction documents. The demolition drawings will be signed and sealed by an Illinois-Licensed Professional Engineer.

11. GRADING & DRAINAGE PLAN

Consultant shall utilize the topographic survey provided for civil site design to create a grading & drainage plan design that will convey storm water runoff to the drainage system. A grading and drainage plan will be provided for the area of planned improvements as deemed necessary by Consultant and by design within the project limits.

12. SITE EARTHWORKS CALCULATIONS

Consultant shall utilize the Grading and Drainage plan to perform calculations of the estimated quantities of material to be moved to develop the proposed site. Calculations shall include a detailed cut/fill analysis of the proposed site. Calculations will be based on the parameters provided in the Geotechnical Consultants Report provided for the site. Consultant will endeavor to "balance" the earthworks to the greatest extent practical, given the specific circumstances of the project site. However, it may be necessary to create a design which requires the import or export of material to meet the design grades dictated by the surrounding topography.



City of Batavia
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Professional Services Agreement
HBK Project File 13-351

13. STORM WATER MANAGEMENT CALCULATIONS

Consultant shall prepare the calculations for the design and permitting of: expected storm water run-off from the site per the reviewing agency's required storm event; appropriate methods of storm water management; onsite stormwater Best Management Practices (if necessary); release location and rate if necessary; safeguards to ensure that possible contaminant release is minimized. The designs provided shall be for the construction phase and the final installation.

14. STORM WATER MANAGEMENT REPORT

Consultant shall prepare and provide a storm water management report for the proposed installation. The report could include calculations, methodology, summary of existing reports studied, proposed drainage plan as well as any necessary figures, graphs or tables.

15. STORM WATER POLLUTION PREVENTION PLAN (SWPP)

The provision of a SWPP plan is outside of the scope of this proposal and will be priced separately, if requested by Owner and Client. Currently the Consultant assumes that this will not be required.

16. EROSION PREVENTION & SEDIMENT POLLUTION CONTROL PLAN DRAWING

Consultant shall develop a site specific Erosion Prevention and Sediment Pollution Control Plan drawing utilizing the proposed site design and grading plan as a base document. This plan shall depict the: proposed locations of all erosion and sediment control measures; if required, a chart or notation for the sequencing of the installation of these measures; chart or notation of inspection and maintenance schedule for all control measures; if required, phased construction conditions. Note: the Erosion and Sediment Control Plan is intended to guide the Owner and the Owner's contractor during the construction phase of the project, and will contain a suggested arrangement and sequence of construction-phase stormwater BMP's. It is the express responsibility of the Owner and/or Owner's contractor to implement the Erosion and Sediment control plan effectively for a given phase of construction. If such effective implementation cannot be achieved, the Client or Owner shall engage Consultant for assistance.

17. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT SUPPORT

The provision of a NPDES permit is outside of the scope of this proposal and will be priced separately, if requested by Owner and Client. Currently the Consultant assumes that this will not be required.

18. PERMITTING SUPPORT

Consultant shall outline with Client and Owner the permitting efforts required for the proposed installation. Based on the requirements determined by the Client, Owner and Consultant, the Consultant shall then provide drawings and support for necessary permits with all required regulatory agencies. Consultant shall attend required meetings and/or perform correspondence with governing agencies to obtain permits after submittal of design documents. Perform revisions to Civil Restoration and Demolition Drawings as required. The Consultant assumes on average that two (2) iterations of revisions will be required during permit review process for each applicable regulatory agency.

This scope item does not include any permitting fees; all permitting fees incurred by Consultant will



City of Batavia
April 5, 2013

Professional Services Agreement
HBK Project File 13-351

be billed as a pass through cost to Client.

19. CONSTRUCTION BID SCOPE DOCUMENT CREATION

Consultant shall work with the Owner's management and engineers to create a project specific scope document based on the typical format provided by the Owner. The purpose of this document will be to set the bidding items and desired contractor's work product baseline for the procurement process for the proposed installation. This document could cover required permits and documentation that will be supplied by the Owner and those that would be provided by the Contractor.

20. BID PACKAGE PREPARATION

Consultant shall assemble documents comprising the Bid Package for issuance to potential construction contractors will be prepared and issued in conjunction with information supplied by Client / Owner. Pre-qualified construction contractors solicited for Bids to be selected by Client / Owner. Package could consist of: installation design drawings; installation specifications; material specifications; construction scope documents; geotechnical reports; environmental reports.

21. BID PROCESS AND BID REVIEW SUPPORT

Consultant shall assist the Client / Owner with responses to questions during the bid process, bid evaluation provided from outside contractors, provide documentation and support to Client / Owner as requested throughout the construction bid process.

22. CONTRACT DOCUMENT PACKAGE ASSEMBLY

Consultant shall prepare, assemble and coordinate appropriate contract documents supplied by the Owner as they relate to the project work to be performed under the contract for the proposed installation. Consultant will work with Owner to determine the list of documents that will be required as part of the contract documents for the proposed installation.

23. CONSTRUCTION SUPPORT OFFICE STAFF

Consultant shall provide construction support services during the proposed installation. Construction support may include: consultation; responding to requests for information (RFI); responses to field change requests (FCR); development of sketches; update of construction drawings; additional permitting support for field design changes; contractor material submittal reviews; meeting attendance. This scope item does not include on-site construction support.

24. CONSTRUCTION SITE VISITS

Consultant shall provide project site visits during the course of construction activities as requested by the Owner, this could be for on-site meeting attendance, RFI and FCR clarifications and investigations and for other requirements as posed by the Owner. Visit time provided in this proposal is an estimate that can and may be exceeded due to meeting requirements of Owner and governing agencies.

25. RECORD DATA ACQUISITION

Consultant shall utilize conventional surveying data collection methods, red line drawings supplied by the Client and/or contractor and a two-person field crew to perform a survey of the completed installation to the extent necessary to develop final record drawings of the design work completed under this contract.



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Professional Services Agreement
HBK Project File 13-351

26. CIVIL RECORD DRAWINGS

Following the conclusion of construction of the proposed installation using the record data provided by the Consultant, Client, Owner and/or installation contractor, Consultant shall develop final AutoCAD record drawings of the completed installation of the design work performed under this contract. Consultant assumes that the record information provided is in sufficient detail to create the Record Drawing set. This scope item does not include record drawing data acquisition.

27. DELIVERABLES

Supply one (1) hard, DWF and PDF copy of the design package for: Comment; Permitting; Bid; Construction. Supply one (1) hard, DWF and PDF copy as well as the AutoCAD file of the design package for Record.

End Part I



City of Batavia
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Professional Services Agreement
HBK Project File 13-351

Part II: Project Description/Project Limits/Payment for Services Project

Description

Engineering consulting services in connection with the American Can Substation Retirement Site Restoration in Batavia, Illinois for City of Batavia.

Project Limits

Private property of the City of Batavia American Can Substation in Batavia, Illinois.

Payment for Services

The Engineer will perform the services, enumerated in Part 1 – Scope of Services, at Standard Hourly Rates (listed below). Estimated Project costs, including itemized hourly estimates, are attached as Exhibit A.

Progress billings will be made monthly. Client agrees to pay each billing within 30 days of receipt. If Engineer does not receive any payment within 30 days of the invoice date, Engineer may, at Engineer’s sole option, cease all Project Work until Engineer receives payment in full for all unpaid balances due.

In the event Client requests Engineer perform additional services not included in the Scope of Services and/or the itemized estimates contained in Exhibit A, unless otherwise agreed in writing, by and between Engineer and Client, such services shall be performed at the Standard Hourly Rates with authorization limits to be set at the time such services are requested.

Standard Hourly Rates -- Effective January 1, 2011

- Principal – \$160.00 Engineering
- Director - \$140.00
- Senior Licensed Professional Engineer, P.E. – \$125.00
- Senior Project Manager – \$125.00
- Licensed Professional Engineer, P.E. – \$110.00 Project Manager – \$110.00
- Project Coordinator - \$95.00
- Licensed Engineer Intern, E.I. – \$105.00
- Senior Project Designer – \$105.00 Project Designer - \$95.00
- Designer - \$80.00 Instrument Person – \$100.00 Rod Person – \$70.00
- One-person Field Crew w/ GPS RTK Unit – \$170.00
- Two-person Field Crew – \$170.00
- Three-person Field Crew – \$240.00
- One-person Tunnel Crew w/ required safety equipment/training \$100.00
- Two-person Tunnel Crew w/ required safety equipment/training – \$200.00
- Three-person Tunnel Crew w/ required safety equipment/training – \$270.00
- Administrative - \$60.00

End Part II

Scope Item	Description	Personnel	Estimated Hours	Standard Hourly Rates	Estimated Fee
1	MEETINGS & COORDINATION	DIR	4	140	560
		PE	4	110	440
2	ORDINANCE REVIEW	DIR	2	140	280
		PE	4	110	440
3	SITE ASSESSMENT & WALKDOWN	DIR	8	140	1120
		PE	8	110	880
4	TOPOGRAPHIC SURVEY (ASCE LEVEL C)	2FC	8	170	1360
		PLS	4	125	500
		PE	4	110	440
5	ENVIRONMENTAL SITE ASSESSMENT	DIR	0	140	0
		<i>Not required at this time.</i> PE	0	110	0
6	WETLAND DELINEATION	DIR	0	140	0
		<i>Not required at this time.</i> PE	0	110	0
7	WETLAND REPORT	DIR	0	140	0
		<i>Not required at this time.</i> PE	0	110	0
8	SITE TOPOGRAPHIC MODEL	DIR	1	140	140
		PE	4	110	440
9	SITE FLOOD STUDY	DIR	0	140	0
		<i>Not required at this time.</i> PE	0	110	0
10	CIVIL DEMOLITION PACKAGE	DIR	2	140	280
		PE	8	110	880
11	GRADING & DRAINAGE PLAN	DIR	2	140	280
		PE	8	110	880
12	SITE EARTHWORKS CALCULATIONS	DIR	1	140	140
		PE	4	110	440
13	STORM WATER MANAGEMENT CALCULATIONS	DIR	1	140	140
		PE	8	110	880
14	STORM WATER MANAGEMENT REPORT	DIR	1	140	140
		PE	8	110	880
15	STORM WATER POLLUTION PREVENTION PLAN (SWPP)	DIR	0	125	0
		<i>Not required at this time.</i> PE	0	110	0
16	EROSION PREVENTION & SEDIMENT POLLUTION CONTROL PLAN	DIR	2	140	280
		PE	8	110	880
17	NPDES PERMIT SUPPORT	DIR	0	125	0
		<i>Not required at this time.</i> PE	0	110	0
18	PERMITTING SUPPORT	DIR	2	140	280
		PE	8	110	880
19	CONSTRUCTION BID SCOPE DOCUMENT CREATION	DIR	4	140	560
		PE	4	110	440
20	BID PACKAGE PREPARATION	DIR	4	140	560
		PE	4	110	440
21	BID PROCESS AND BID REVIEW SUPPORT	DIR	8	140	1120
		PE	8	110	880
22	CONTRACT DOCUMENT PACKAGE ASSEMBLY	DIR	8	140	1120
		PE	8	110	880

Scope Item	Description	Personnel	Estimated Hours	Standard Hourly Rates	Estimated Fee
23	CONSTRUCTION SUPPORT OFFICE STAFF	DIR	8	140	1120
		PE	8	110	880
24	CONSTRUCTION SITE VISITS	DIR	8	140	1120
		PE	8	110	880
25	RECORD DATA ACQUISITION	2FC	8	170	1360
		PE	2	110	220
26	CIVIL RECORD DRAWINGS	DIR	2	140	280
		PE	8	110	880
27	DELIVERABLES	DIR	2	140	280
		PE	4	110	440
Total Estimated Fee					\$27,320
Notes/Comments:					
1	All design drawings / documentation to be signed and sealed by a Professional Engineer registered in the State of Illinois				
2	HBK Personnel Initials				
	PEP: Principal, Professional Engineer				
	DIR: Engineering Director				
	SPE: Senior Professional Engineer				
	SPM: Senior Project Manager				
	SEA: Senior Electrical Associate				
	PE: Professional Engineer				
	PM: Project Manager				
	PC: Project Coordinator				
	EA: Electrical Associate				
	PLS Professional Land Surveyor				
	EI: Licensed Engineer Intern				
	SPD: Senior Project Designer				
	PD: Project Designer				
	D: Designer				
	2FC: Two-Person Field Survey Crew				
	3TC: Three-Person Tunnel Survey Crew				
	ADMIN: Administrative				
Project Limits:					
Part I: The Private Property of the City of Batavia's American Can Substation, Batavia, IL.					

ATTACHMENT #2

TASK ORDER NO. 5

**REGARDING MASTER SERVICES AGREEMENT BETWEEN THE CITY OF
BATAVIA**

AND

HBK ENGINEERING, LLC

Project Description: Provide engineering services related to the demolition and restoration of the former American Can Substation, contract preparation, bidding assistance, and oversight of field work.

Scope of Services: Found in HBK proposal 13-351

Time of Performance: To be agreed upon between the City and HBK

Estimated Fee for Services: \$27,320.00

Proposed by: _____

Date: _____

Approved by: _____

Date: _____

Attest: _____

Date: _____