

TO: The City Council

FROM: Rahat Bari, City Engineer

DATE: August 6, 2020

RE: Resolution 20-100-R: Authorizing a contract with Sargent and Lundy to provide design and construction engineering for 11 (eleven)- 34.5 kV Breakers for Batavia Substations for an amount not to exceed \$309,862

Background:

In 2018, the City's Electric Division identified problems in 11 Breakers that are in the City's Northeast (NE), Southeast (SE) and Main Substations. 7 breakers are in NE, 3 breakers are in SE and one breaker is in Main Substation. Most of these breakers were identified having corona issue and mechanism issue. Mechanism open and closes the breaker as it detects disturbance in the line. Due to mechanism issues, City experienced a lengthy power outage when a bird flew into SE substation breaker in 2018. While staff was able to fix the mechanism issue, the corona issue remains a problem.

Through Resolution 20-080-R, the City Council authorized Siemens industry to supply 11 Breakers for the Batavia substations.

Discussion

Now that the City has chosen the breakers to use, staff has asked our consultant Sargent and Lundy (S&L) to prepare a design and construction engineering contract to replace these breakers. The new breakers are not of the same size as the original breakers. As a result, an adapter plate for each breaker needs to be designed to save the existing foundation. Replacing the existing foundation will be costly and time consuming. It will also push the project well into middle of 2021. Adapter plate will require less time hence outage can be minimized, and replacement can take place in late 2020 or early 2021. Besides, Main Substation breaker will require a new foundation as the existing breaker sits on a steel structure with minimum foundation. In addition, sequencing of construction, protection and control design will need to be completed for each breaker replacement.

The City does not have qualified staff to oversee the breaker replacement construction portion. Hence, staff requested S&L to provide construction engineering services in addition to design engineering services.

Based on these requests S&L has prepared the attaches design and construction engineering proposal. Staff has reviewed the proposal and recommend the City Council to approve it so that breaker replacement can proceed forward in late 2020 or early 2021.

Budget

The work is budgeted in 2020 budget account number 21-61-6435-\$600,000. However, \$349,043 was previously approved for Siemens to provide the breakers. Based on our schedule, some of this money will be spend in 2020 and majority of money will be spent in 2021. Hence, staff will budget the remaining portion of the money in 2021. In addition, some other planned electrical upgrade work

will be delayed till 2021 due to COVID and delay in commissioning the Northeast distribution substation. A budget amendment is not necessary at this time as money will be available if needed in 2020.

Staff is recommending-

Resolution 20-100-R Authorizing a contract with Sargent and Lundy to provide design and construction engineering services for 11 (eleven)- 34.5 kV Breakers for Batavia Substations for an amount not to exceed \$309,862

Attachment:

1. Resolution 20-100-R
2. Contract

**CITY OF BATAVIA, ILLINOIS
RESOLUTION 20-100-R**

**AUTHORIZING A CONTRACT WITH A CONTRACT WITH SARGENT AND LUNDY TO PROVIDE
DESIGN AND CONSTRUCTION ENGINEERING FOR 11 (ELEVEN)- 34.5 kV BREAKERS FOR
BATAVIA SUBSTATIONS FOR AN AMOUNT NOT TO EXCEED \$309,862**

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 owns and operates an electric transmission and distribution network; and

WHEREAS, the City of Batavia has identified the need to replace Breakers at Northeast, Southeast and Main Substation; and

WHEREAS, request for design and construction engineering contract was requested from Sargent and Lundy; and

WHEREAS, Sargent and Lundy has submitted a proposal in the amount of \$309,862; and

WHEREAS, Sargent and Lundy is qualified to perform the design and construction engineering services;

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 a contract with Sargent and Lundy in the amount not to exceed \$309,862.00. The agreement is attached hereto as Exhibit "1".

CITY OF BATAVIA, ILLINOIS RESOLUTION 20-100-R

PRESENTED to the City Council of the City of Batavia, Illinois, this 17th day of August 2020.

PASSED by the City Council of the City of Batavia, Illinois, this 17th day of August 2020.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 17th day of August 2020

Jeffery D. Schielke, Mayor

Ward	Aldersperson	Ayes	Nays	Absent	Abstain	Aldersperson	Ayes	Nays		Absent	Abstain
1	O'Brien					Baerren					
2	Callahan					Wolff					
3	Meitzler					Chanzit					
4	Malay					Knopp					
5	Uher					Beck					
6	Cerone					Russotto					
7	McFadden					Miller					
Mayor Schielke											
VOTE:		Ayes		Nays		Absent		Abstentions			
Total holding office:		Mayor and 14 aldermen									

ATTEST:

Ellen Posledni, City Clerk

Exhibit 1

AGREEMENT

THIS AGREEMENT, made this 17th day of August, 2020 by and between the CITY OF BATAVIA, (hereinafter referred to as the “City”), and Sargent & Lundy, L.L.C., (hereinafter referred to as the “Company”), with regard to certain ongoing services to be provided from time to time in connection with the projects for which the City requests services, the scope of which services shall be defined as those requests are made (hereinafter referred to as the “Project”).

NOW THEREFORE, the City and the Company, in consideration of the mutual covenants hereinafter set forth, agree to as follows:

1. The Company agrees to perform services in connection with the Project as hereinafter stated. The Company shall at all times observe and comply with all applicable laws, ordinances, and regulations of the federal, state, and local governments, which may in any manner affect the preparation of proposals or the performance of the Agreement.
2. The Company has made a proposal to the City, dated July 22, 2020, attached hereto Exhibit A and expressly made a part hereof.
3. This contract will constitute the entire agreement and understanding by and between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless done so in writing with signatures by both the City and the Company.
4. The terms and conditions of this agreement will be the sole terms and conditions followed for this Agreement, unless otherwise approved in writing by the City Attorney and attached as an exhibit to this agreement. Any and all terms and conditions contained in Company’s Proposal will be superseded by the terms and conditions of this agreement.
5. The Company shall obtain, at its own expense, all applicable permits and licenses which may be required to complete the Agreement, and/or required by federal, state, and local regulations and laws.
6. The City does not discriminate on the basis of handicapped status in the admission of, access to, or treatment of employment in its programs and activities.
7. Illinois Prevailing Wages: To the extent the proposed contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Act”), Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act 820 ILCS 130/1-12, to the extent they are applicable, including, without limitation, the submission of certified monthly payroll reports as required by 820 ILCS 130/5. The contractor is advised that failure to timely submit such reports shall be cause for the withholding of payments otherwise due the contractor until compliance with the reporting requirements is achieved. The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website <http://www.state.il.us/agency/idol/>. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

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Any bond furnished under this contract shall include such provisions as will guarantee the faithful performance of such prevailing wage clause as provided by the contract.

The Contractor and each of his Sub-Contractors shall pay each of his employees engaged in work on the project under this Contract in full (less deductions made mandatory by law) in accordance with applicable law and internal procedures.

If a contractor or subcontractor deems the work is not subject to the Act, the contractor or subcontractor shall then submit to the City, a letter indicating receipt of this notice and their determination that the Act does not apply. If the contractor or subcontractor believes the work is not subject to the Prevailing Wage Act, and it is later determined by the Illinois Department of Labor or a court of competent jurisdiction that prevailing wages should have been paid, the contractor shall indemnify and hold the City harmless therein for all costs and penalties incurred by the City related to the violation, including reasonable attorneys fees incurred by the City to defend such an action. For purposes of clarification, it is understood that the Act does not apply to this Contract for professional engineering services.

8. Payment made to the Company shall be on the basis of hourly rates for the work that is done. The Company shall submit to the City a detailed breakdown of hourly rates set forth in Exhibit A billed to date with each pay request. The detailed breakdown shall be based on the hourly rate breakdown contained in the approved proposal and expenses. The City will pay the Company for the performance of the Agreement as follows:
 - a. Thirty days after the receipt of a monthly invoice for actual work completed
 - b. The total Agreement payment will not exceed \$309,862.
 - c. Additions or deductions to the approved total amount for services must be authorized in writing by the City. Any out of scope work must be authorized in writing by the City. Any work performed without written approval from the City shall be solely at the expense of the Company.
 - d. Final payment to the Company will be made once the project has been completed, all paperwork completed and turned into the City of Batavia and/or State of Illinois and approved with the State of Illinois and/or the City of Batavia.
 - e. In the event of a dispute regarding any invoice, the undisputed amounts will be paid, and Company will be notified, in writing, of the amount(s) in dispute and the basis of the dispute within such thirty (30) day period.
9. The Company shall perform those phases of the Project to which this Agreement applies and shall give engineering consultation and advice to the City during the performance of the services.
10. The Company shall secure and maintain in force throughout the duration of this Agreement, Commercial General Liability including Products Liability/Completed Operations insurance naming the City as an additional insured written on an occurrence

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or claims made basis with a minimum coverage of \$1,000,000 per claim. and \$2,000,000 policy limit, including Broad Form Contractual Liability insurance.

The Company shall secure and maintain in force throughout the duration of this Agreement, Automobile Liability insurance in an amount not less than \$1,000,000 combined single limit each occurrence and in the aggregate for bodily injury and property damage. Said insurance is to be extended to cover hired and non-owned vehicles.

The Company shall secure and maintain in force throughout the duration of this Agreement, Workers' Compensation insurance, as required by statute, by an insurance company licensed to write worker's compensation in the State of Illinois. Employer's Liability, in an amount not less than \$100,000 each accident, \$500,000 disease-policy limit and \$500,000 disease-each employee.

The Commercial General Liability, Auto Liability and Umbrella insurance provided by Company shall be primary, and not contributory to any insurance purchased by the City. All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A.M. Best rating of A-. The Company shall not cancel, reduce, or materially change coverage without providing the City thirty (30) days advance notice.

The Company shall not commence work under this contract until they have obtained all insurance required and such insurance has been approved by the City, nor shall the Company allow any subcontractors (hereafter Subs) to commence work on their subcontract until the same insurance has been obtained by the Sub. The Company and their Subs shall maintain all insurance for not less than one (1) year after completion of this contract.

If the Company is providing architectural, engineering, or surveying services, Company shall also file a certificate of insurance for professional liability, errors and omissions coverage in the amount of \$1,000,000 per claim and in the aggregate.

In the event the City requires contractors or subcontractors working on City projects to acquire and provide proof of insurance covering public liability, death, and property damage naming the City as an insured, the City shall require said contractors or subcontractors to name the Company as an additional insured on the Commercial General Liability Policy.

11. The Company shall provide the services as required herein in accordance with the Project Schedule attached as Exhibit A.
12. The Company shall attend conferences and visit the site of the work as may be outlined in the Request for Proposal at any reasonable time when requested to do so by the City.
13. The Company represents and warrants that they are technically qualified and entirely conversant with the requirements of this Project and that they have sufficient properly trained, organized, and experienced personnel and/or subcontractors to perform the services enumerated herein.

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14. Company warrants that it will perform its services in accordance with generally accepted engineering practices. Company's obligation and City's remedy for any failure to perform its Services in accordance with the generally accepted engineering practices, whether in tort or in contract, shall be to reperform those Services, so long as such failure is reported in writing to Company within thirty (30) days following the discovery thereof, but in no event later than one year from the date on which such Services were performed. After said one year, Company shall have no remaining obligation to reperform any Services or otherwise compensate City.

15.

Company shall endeavor to prepare cost estimates, project time schedules, reports, or any other deliverable as accurately as possible based on current information and experience. It is expressly acknowledged that information and data provided by others, which may constitute the basis for these deliverables, will not be independently verified by Company, provided that Company is not being released from its duty to exercise reasonable care to bring to the City's attention any data or information that Company knows or reasonably should know is inaccurate. In addition, City acknowledges that the cost estimates, project schedules, reports or any other deliverable generated by Company are time sensitive and changes in the underlying data, applicable codes, standards, and acceptable engineering practices, as well as the passage of time, may affect the accuracy of the deliverables provided to City.

16. The City and the Company each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, and as noted in the attachments, neither the City nor the Company shall assign, subcontract, or transfer their interest in this Agreement without the written consent of the other. Nothing herein will be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor will it be construed as giving any rights or benefits hereunder to anyone other than the City and Company.

The Company may subcontract portions of the work upon written approval from the City. These Subs shall conform, in all respects, to the applicable provisions specified and shall further be subject to approval by the City. The Company shall identify all proposed Subs who will furnish services under the terms of this proposal. The work to be done by the Subs must be outlined in detail in the proposal submitted by the Company. None of the services to be furnished by the Company may be subcontracted, assigned, or transferred to any other party or parties without the written consent of the City. The consent to subcontract, assign, or otherwise transfer any portion of the services to be furnished by the Company will not be construed to relieve the Company of any responsibility for the fulfillment of this Agreement. Any request for payment to the company, for work that was subcontracted, must be supported with a waiver of lien and contractor's affidavit indicating the subcontractor has been paid and waives any lien on the project or funds for the project. Notwithstanding the foregoing, Company reserves the right to contract work as Sargent & Lundy, L.L.C., Sargent & Lundy Engineers, Ltd., or as any other affiliate or subsidiary, provided that Company shall remain primarily responsible for the Services performed pursuant to this Contract.

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17. The Company shall indemnify and hold harmless the City, its officers, and employees, from and against or allegedly arising from or in any way connected to claims, losses or liability, or any portion thereof (altogether a "Claim"), arising from bodily injury or death to persons or damage to third party property to the extent the Claim is caused by the negligent act, omission, or failure of the Company, its officers, agents and employees, in performing the work required by this Agreement
18. The City agrees to review each and every phase of the Project as in the aforementioned proposal in a timely manner. Upon approval of each phase, the Company shall then proceed to the next phase.
19. All drawings, specifications, reports, and any other project documents prepared by the Company in connection with any or all of the services to be furnished hereunder shall be delivered to the City for the expressed use of the City in connection with the Project. The Company does have the right to retain original documents, but Company shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. Upon payment in full, the City shall receive an irrevocable, non-exclusive, royalty-free, and fully assignable right to use and reproduce all information, worksheets, reports, design calculations, plans, and specifications in connection with the Project. The Company agrees that the basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Company pursuant to the Agreement will be made available, upon request, to the City without cost and without restriction or limitations as to their use. All field notes, test records, and reports shall be available to the City upon request. City agrees, to the fullest extent permitted by law, without affecting its tort immunity, to, indemnify and hold harmless Company against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the documents by City or any entity that acquires or obtains the documents from or through City without the written authorization of Company
20. The City reserves the right by written amendment to make changes in requirements, amount of work, or engineering time schedule adjustments. The Company and the City shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
21. The City may, at any time by written order, require the Company to stop all or part of the services required by this Agreement. Upon receipt of such an order the Company shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. The City will pay for costs associated with suspension provided, they are deemed reasonable (which includes, but is not limited to, lease agreements, potential demobilization and severance cost) and could not be reasonably avoided by the Company after notice is given.
22. The City reserves the right to terminate the whole or any part of this Agreement, as it relates to sections 20(a) and 20(b) without cost to the City, upon ten (10) calendar day's written notice to the Company stating the reason for termination. The City further reserves the right to cancel the whole or part of the Agreement in accordance with section 20b, if the Company fails to perform any of the material provisions in the Agreement or

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fails to make delivery within the time stated. The Company will not be liable to perform if situations arise beyond the control of the Company including but not limited to acts of God or public enemy, expropriation or confiscation of facilities, compliance with any order or request of any governmental authority, act of war, acts of terrorism, rebellion or sabotage, acts of City, fires, explosion, pandemics, quarantines, accidents, strikes or floods.

- a. Should any of the key personnel identified in the Proposal become unavailable to work on the project, and no permanent substitute personnel reasonably satisfactory to the City is provided by the Company within thirty (30) days, and/or no temporary replacement personnel is provided by the Company immediately following the commencement of the subject Key Personnel's unavailability, the City may, at its election, declare such contract terminated and at an end without cost to the City and reserve the right to maintain and action to recover damages arising due to breach of contract.
- b. The City reserves the right to terminate in whole or any part of this contract without cost to the City, upon written notice of default to the Company, in the event the Company does not cure or make progress to cure any such Default within thirty days from the receipt of the notice of default. Default is defined as failure of the Company to perform any of the material provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default, failure to cure and termination, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated.

The Company shall be liable to the City for all excess costs for such similar supplies or service unless evidence is submitted to the City that proves that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Company.

- c. Upon termination, and payment in full if the termination is not for cause, the Company shall cause to be delivered to the City all surveys, reports, permits, agreements, calculations, drawings, specifications, partially and completed estimates, and data, as well as products of computer aided drafting, design, and writing that have been paid for by the City. Cost of termination incurred by the Company before the termination date will be reimbursed by the City, unless the termination is for cause, only, if prior to the effective termination date, the City receives from the Company a list of actions necessary to accomplish termination and the City agrees in writing that those actions be taken. Upon receipt of the termination notice, the Company shall stop all work until said Agreement is reached.
23. a. Notwithstanding anything in this Agreement to the contrary, in no event shall either party be responsible or held liable for consequential, punitive, incidental, special, or indirect damages, including, but not limited to, loss of profits, loss of revenue, loss of use, loss of capital, claims of customers, cost of purchase or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, and arising from any cause whatsoever under this Agreement. The forgoing waiver does not apply to the replacement cost of a circuit breaker which design is based

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upon Company's Services hereunder to the extent the replacement of the circuit breakers arises out of the Company's negligence in its performance of the Services.

Notwithstanding any other provisions of this Agreement to the contrary, Company's aggregate limitation of liability under this agreement for any and all claims arising or allegedly arising hereunder, whether in tort or contract shall not exceed the lesser of the actual cost of the circuit breakers to be replaced which design is based upon the Consultant's Services or \$600,000.

24. The City agrees to notify the Company at least twenty-four (24) hours in advance of the need for personnel or services.
25. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including the City's Contractors, if any.
26. An notice relating to claims for damages or relating to allegations of default shall be in writing and shall be made by certified or registered mail, postage prepaid, return receipt requested, or reliable overnight courier, to the parties as follows:

If to Company:

Sargent & Lundy, L.L.C.

Attention: Brian P. Kelly, Vice President & Director
55 East Monroe Street
Chicago, IL 60603

If to the City:

City of Batavia
Attention: City Clerk
100 North Island Avenue
Batavia, IL 60510

with copies to:

City of Batavia
Attention: **Rahat Bari**
200 N. Raddant Road
Batavia, IL 60510

and:

City of Batavia
Attention: City Attorney
100 North Island Avenue
Batavia, IL 60510

27. This Agreement contains the entire agreement between the parties. No other writing, discussion or any other communication about possible terms is to be construed as forming part of the agreement between the parties. Any terms and conditions submitted by the Company as part of its proposal are specifically disavowed and such terms and conditions shall not supersede this Agreement.

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28. This Agreement shall be binding upon the partners, heirs, successors, executors, administrators, and assigns of all the parties hereto.
29. This Agreement shall be construed in accordance with the laws of the State of Illinois. Venue for any litigation arising from this Agreement shall be limited to the Courts of the Sixteenth Judicial Circuit, Kane County, Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF BATAVIA, an Illinois
liability company
Municipality,

Sargent & Lundy, L.L.C., an Illinois limited

By: _____
Mayor

By: _____
President

Attest:

Attest:

By: _____
City Clerk

By: _____
Secretary

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Re: Development of new 34kV Breaker Equipment Specification-Phase 2 and Phase 3-Sargent & Lundy

Exhibit A
Project Proposal and Project Schedule



James J. Rusk
Project Manager
Phone: (312) 269-6178
Cell: (847)-987-1119
Email: james.j.rusk@sargentlundy.com

July 22, 2020
SL-BATAVIA-2020-002

CONFIDENTIAL

City of Batavia
34kV Breaker Replacements
Phase 2 and 3 Engineering Services

Mr. Rahat Bari
City of Batavia Engineer
200 North Raddant Road
Batavia, IL 60510

Dear Mr. Bari,

Sargent & Lundy (S&L) is pleased to submit this proposal for phase 2 and 3 engineering services proposal to support the 34kV breaker replacements at Main Substation and Northeast Substation.

Scope of Work

The scope of work is associated with the replacement of eleven (11) 34kV circuit breakers:

At Southeast Substation, equipment positions one 34kV, 2000A transformer circuit breaker and two 34kV, 1200A feeder breakers shall be replaced. All transformer, bus differential, and feeder relaying shall be retained. The CT contributions will be incorporated into the existing protection schemes. The control cables to each breaker shall be replaced, and below grade infrastructure designed. The circuit breaker shall be connected to the existing station ground grid. The existing foundations shall be reused, and new breaker adaptor steel designed as required to mount the circuit breaker onto the new foundation.

At Northeast Substation, equipment positions BT 1-2, TR.1 and TR2 breaker positions will receive a new 34kV, 2000A circuit breaker, and Feeder positions 152-1, 152-2, 152-3, and 152-4 shall receive a new 34kV, 1200A circuit breaker. All transformer, bus differential, and feeder relaying shall be retained. The CT contributions will be incorporated into the existing protection schemes. The control cables to each breaker shall be replaced, and below grade infrastructure designed. The circuit breaker shall be connected to the existing station ground grid. The existing foundations shall be reused, and new breaker adaptor steel designed as required to mount the circuit breaker onto the new foundation.

At Main Substation, the South Circuit 34kV recloser shall be replaced with a new 34kV 1200A circuit breaker. One new line relaying panel shall be installed in the control building with control cables connecting to the new circuit breaker. The circuit breaker shall be connected to the existing station ground grid. A new foundation for this circuit breaker is required.

Phase II Engineering Activities include:

- Project Management and meeting attendance
- **Substation Physical Design:**
 - Provide Equipment Grounding Details
 - Provide Equipment Plans and Sections
 - Provide Below Grade Conduit Plan and Details
- **Substation Electrical Design:**
 - Revise One-Line Diagrams
 - Revise One-Line Relay & Instrument Diagrams
 - Provide AC/DC Schematics
 - Provide Front View and Wiring Diagrams for new relay panel (Main Sub only)
 - Revise logic diagrams at Northeast and Southeast Substation
 - AC & DC Calculations
 - Provide Conduit and Cable Tabulations

Phase II Deliverables

- Provide all required design drawings to support engineering deliverables, construction and demolition drawings will be provided.
- DC calculations at all three substations
- Geotech Specification at Main Sub
- Major and Minor BOM's.

Phase III Deliverables

- Provide construction support
- Bullet point scope of work to support construction drawings for bidding purposes
- Installer Bid Review
- Incorporation of field markups and drawing turnover to the City of Batavia.

Sargent & Lundy Assumptions and Clarifications:

- Ground grid calculations and analysis are not included in this proposal. The existing grid is assumed to be adequate.
- Ridged bus calculations are not included in this proposal. Flexible leads will connect to the new circuit breakers.
- Ordering, tracking, and receipting of material shall be done by Others.
- Relay and SCADA settings are not included in this proposal. S&L has the capability of executing this scope and will follow up with a separate proposal for this scope.
- S&L has included hours to support outage planning and commissioning in the form of meeting attendance, weekly reporting to the construction site, and answering questions surrounding the designs issued for approval and construction; commissioning and outage plans shall be done by Others.
- S&L is assuming that the existing foundations at Northeast and Southeast Substation are adequate for the new circuit breakers. Engineering hours are included to verify this assumption.

Staffing Plan

The project manager, James Rusk, will serve as the SPOC for this scope of work.

Quality

Sargent & Lundy is committed to providing the highest quality engineering and consulting services. As part of our quality focus, S&L has established a company-wide Quality Management System that is certified as meeting the requirements of ISO 9001:2015. The foundation of our system, SL-QAP, Quality Policy and Program Plan, establishes our Quality Management System and includes a set of implementing Standard Operating Procedures or SOPs. Compliance with SL-QAP and SOPs is mandatory for all work across our company.

Our approach toward quality is comprehensive and systematic. Some elements of S&L's Quality Management System are transparent to our clients but form an integral part of our approach. These elements address sustained technical excellence through our consistency-focused System of Processes, continual improvement through our Performance Improvement Process, and a defined system of checks and balances including rigorous oversight through companywide audits. Quality is embedded in our basic approach to work and is synonymous with technical excellence and high value on each individual assignment.

Safety

Sargent and Lundy is deeply committed to safety in every aspect of the work place. This is achieved through the proactive utilization of the S&L safety plan and ComEd specific safety guidelines. All S&L designs shall be in strict accordance with the latest revision of ComEd EP-4011 to ensure all minimum electrical clearances for personnel safety are met. A copy of SOP-3113 – Sargent & Lundy's Safety and Health Program can be provided upon request.

Budget:

Southeast Substation Cost	Manhours	Dollars
Steel Adaptor/Physical Design	140	\$ 16,800
Electrical Engineering	80	\$ 10,480
Protection & Control Design	150	\$ 19,650
PM/Admin Support	24	\$ 3,696
Construction Support	200	\$ 24,000
As-built turnover	120	\$ 14,400
Southeast Substation Total Cost	714	\$ 89,026
Northeast Substation Cost		
	Manhours	Dollars
Steel Adaptor/Physical Design	240	\$ 28,800
Electrical Engineering	80	\$ 10,480
Protection & Control Design	240	\$ 31,440
PM/Admin Support	24	\$ 3,696
Construction Support	400	\$ 48,000
As-built turnover	120	\$ 14,400
Southeast Substation Total Cost	1104	\$ 136,816
Main Substation Cost		
	Manhours	Dollars
Physical Design	80	\$ 9,600
Structural Engineering (geotech/foundation)	100	\$ 13,100
Electrical Engineering	80	\$ 10,480
Protection & Control Design	140	\$ 21,560
PM/Admin Support	24	\$ 2,880
Construction Support	100	\$ 12,000
As-built turnover	120	\$ 14,400
Southeast Substation Total Cost	644	\$ 84,020

Total Project Cost: \$309,862

Schedule

The schedule below is based on a notice to proceed by 8/10/2020, and receipt of preliminary vendor drawings by 9/10/2020.

Southeast Substation Milestones	Date
Issue Schematics and Front Views for Approval	10/22/2020
Issue Above and Below Grade for Approval	10/22/2020
Issue Above and Below Grade for Construction	11/19/2020
Issue Complete Schematic and Wiring Design for Construction	12/30/2020
Northeast Substation Milestones	Date
Issue Schematics for Approval	11/20/2020
Issue Above and Below Grade for Approval	11/20/2020
Issue Above and Below Grade for Construction	12/30/2020
Issue Complete Schematic and Wiring Design for Construction	1/7/2021
Main Substation Milestones	Date
Issue Schematics for Approval	11/20/2020
Issue Above and Below Grade for Approval	11/20/2020
Issue Above and Below Grade for Construction	12/30/2020
Issue Complete Schematic and Wiring Design for Construction	1/19/2020

General Terms & Conditions

The terms and conditions for this project will be as submitted by the City of Batavia. We will perform the work herein under the agreed upon Single Project Consultant Agreement (003) to Sargent and Lundy on a Fixed Price Basis.

Conclusion

Please feel free to call me at (312) 269-6178 if you should have any questions or require additional information. We appreciate the opportunity to continue to serve the City of Batavia as we progress into detailed engineering.

Yours very truly,

James J. Rusk
Project Manager
Sargent and Lundy

Copies:
B. P. Kelley
D. Nichols