



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Water System Risk & Resilience Assessment and Emergency Response Plan		
Presenter & Title:	Bob VanGyseghem, Superintendent of Water & Wastewater		
Date:	April 5, 2021		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting		Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting		Special City Council Meeting
	Public Hearing		Other – Mayor Emergency Declaration Authorization
Associated Strategic Plan Goal/Objective: EMS-III			
Estimated Cost: \$27,300	Budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Executive Summary:			
<p>All water systems must complete a Risk & Resilience Assessment and Emergency Response Plan to comply with America’s Water Infrastructure Act. The Risk & Resilience Assessment must be completed by June 30, 2021 and the Emergency Response Plan must be completed no later than six months after certifying completion of the assessment. Staff published a Request for Proposals from interested firms and received six (6) submittals. Five qualified staff members individually evaluated and ranked the proposals. In compliance with the law the consultants were evaluated on the basis of demonstrated competence and qualifications to perform the services. Based on the evaluation by city staff, the top ranked engineering firm is Baxter & Woodman, Crystal Lake, IL. Staff meet with Baxter & Woodman to negotiate a scope of work and fee for the project. Staff is satisfied with the number of man-hours proposed, project understanding, and proposed fee.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution • Proposal 			
Voting Requirements:			
<p><i>This motion requires <u>6</u> affirmative votes for passage. N/A</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie votes; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how item should be listed on agenda)</i>			
<p>Recommend approval of a Resolution authorizing the City Administrator to accept proposal from Baxter & Woodman, Crystal Lake, IL for the Water System Risk & Resilience Assessment and Emergency Response Plan Update at a cost not-to-exceed \$27,300.</p>			

RESOLUTION NO. 2021-27

**RESOLUTION AUTHORIZING ACCEPTING
proposal for Water System Risk & Resilience Assessment and
Emergency Response Plan Update**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to accept, on behalf of the City of Geneva, a proposal from Baxter & Woodman, for a water system Risk & Resilience Assessment and Emergency Response Plan Update.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this ____ day of _____, 2021

AYES: __ **NAYS:** __ **ABSENT:** __ **ABSTAINING:** __ **HOLDING OFFICE:** __

Approved by me this ____ day of _____, 2021.

Mayor

ATTEST:

City Clerk

March 16, 2021

Mr. Bob VanGyseghem
Water Superintendent
City of Geneva
1800 South Street
Geneva, Illinois 60134

Subject: City of Geneva - America's Water Infrastructure Act (AWIA) Risk and Resilience Assessment and Emergency Response Plan Update Proposal for Professional Engineering Services

Dear Mr. VanGyseghem:

On October 23, 2018, the America's Water Infrastructure Act (AWIA) was signed into law. This law requires all community water systems (CWS) serving more than 3,300 people perform a Risk and Resilience Assessment (RRA) on their system. These Risk and Resilience Assessments involve assessing the risks of every part of the water system from supply to distribution, including physical, cyber, and financial systems.

Water utilities, such as the City of Geneva's with a population served greater than 3,300 and less than 50,000, are required to submit certification of completion of AWIA Risk and Resilience Assessment by June 30, 2021. The Emergency Response Plan (ERP) certification of completion is due six months after the Risk and Resilience Assessment submittal with a final deadline by December 31, 2021.

Every five years, your utility must review the Risk and Resilience Assessment and Emergency Response Plan, and resubmit a certification to the USEPA. We would like to help the City with this and provide the City with a strategic planning document and list of recommendations that address any vulnerabilities identified. We offer this scope, schedule, and fee for your consideration.

SCOPE OF WORK

WATER SYSTEM RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN

Phase 1 - Data Collection

1. PROJECT MANAGEMENT
 - A. Plan, schedule, and control activities to complete the Project. These activities include, but are not limited to, budgeting, scheduling, and monitoring the scope of services.
 - B. Submit a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.

2. PROJECT MEETINGS
 - A. ATTEND KICKOFF MEETING – Meet with your Risk and Resilience Assessment team to establish your goals to meet the 2018 AWIA requirements, and discuss components that will be necessary to complete the Project.
 - B. MEETINGS – Conduct up to six (6) additional meetings with City staff at times during the Project to review project status, assessments, and recommendations.
3. SYSTEM ANALYSIS
 - A. RESEARCH EXISTING INFORMATION – Review existing information available for the water systems and identify what additional information needs to be gathered by the City.
 - B. SITE VISIT AND EVALUATE EXISTING INFORMATION – Conduct a detailed physical site visit with Water Operations staff including an analysis of water system facilities. Evaluate gathered information and determine what is relevant to the RRA for physical, financial, and cybersecurity assessments.

Phase 2 – Risk and Resilience Assessment

4. THREAT ANALYSIS
 - A. DETERMINE THREATS – Assess what malevolent acts or baseline threats are most likely to affect your identified critical assets, including man-made or natural disasters. Identify potential adverse consequences and the likelihoods of such threats.
 - B. CYBERSECURITY RISK AND RESILIENCE ASSESSMENT – Concentric Integration will conduct a review of the City’s existing SCADA and IT infrastructure systems, and related cybersecurity environment as they relate to water. They will meet with your SCADA consultant to collect information on how the SCADA system has been developed and what cybersecurity measures are in place. The cybersecurity assessment will include an analysis of the City’s water billing software. After each category is reviewed, the City will be presented with an evaluation of their relative level of resiliency and risk graded as “High,” “Medium,” or “Low” risk. Appropriate recommendations shall be provided to improve grades to “Low” risk status. A one-line diagram of the water system IT Infrastructure will be created and reviewed with the City.
 - C. PRIORITIZE RISK – Identify potential adverse consequences for critical asset-threat pairs, and provide a financial cost impact range for specific assets. Develop a prioritized plan for risk reduction.

- D. PREPARE ASSET AND THREAT INVENTORY – Prepare a summary of critical assets, threats, vulnerabilities, existing countermeasures, and potential remediation for the City’s review. This analysis will be prepared in our own template that meets the standards established by the AWWA J100 Standard.
5. RISK AND RESILIENCE ASSESSMENT REPORT
- A. REPORT – Provide a Draft Report that includes a summary of asset assessments and recommended schedule of improvements necessary to address vulnerabilities identified as part of the assessment. The Final Report will include the City’s comments from the Draft Report. A digital version and three hard copies of the Final RRA Report will be submitted to the City.
 - B. SUBMIT RISK AND RESILIENCE PLAN CERTIFICATION – Assist the City with necessary steps for submittal of RRA certification of completion to the USEPA by the deadline.

Phase 3 – Emergency Response Plan

6. EMERGENCY RESPONSE PLAN
- A. Develop or update the City’s Emergency Response Plan using the USEPA template for the City. The results of the Risk & Resilience Assessment will be used in the new Emergency Response Plan with the most likely response scenarios.
 - B. Meet with the Emergency Response Planning Committee including representative emergency response personnel from the community and water staff. The purpose of this meeting is to review the Risk & Resilience Assessment and the Emergency Response Plan with the personnel that would be involved in the case of an emergency, and identify the proper protocols for involvement of each of the involved emergency services.
 - C. Finalize the ERP with feedback from the City. A digital version and three hard copies of the Final ERP Report will be submitted to the City.
 - D. Assist the City in submitting the required EPA certification for the Emergency Response Plan.

SCHEDULE

The Risk and Resilience Assessment will be completed in advance of the Certificate of Completion submittal to USEPA by June 30, 2021. The Emergency Response Plan update will be completed in advance of the Certificate of Completion submittal to USEPA by December 31, 2021.

CONSULTING SERVICES FEES

Our engineering fee for the above stated scope of services will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed **\$27,300**.

If this Proposal is acceptable, **please sign and return one copy for our files**. The attached Standard Terms and Conditions apply to this Proposal.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

CITY OF GENEVA, ILLINOIS



Carolyn A. Grieves, P.E.
Associate Vice President

ACCEPTED BY: _____

TITLE: _____

DATE: _____

Attachment

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STANDARD TERMS AND CONDITIONS

Agreement - These Standard Terms and Conditions, together with the letter proposal, constitute the entire integrated agreement between the Owner and Baxter & Woodman, Inc. (BW) and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Owner's Responsibility - Provide BW with all criteria and full information for the Project. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner including its consultants, contractor, specialty contractors, manufacturers, suppliers and publishers of technical standards without independently verifying that information. The Owner warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the proposal.

Schedule for Rendering Services - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner or force majeure, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in writing executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitute BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be made by all parties. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act.

Opinion of Probable Construction Costs - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs of contractor's methods of determining prices, or over competitive bidding, of market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

Standards of Performance - (1) The standard of care for all services performed or furnished by BW, will be completed with the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no guarantees or warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with all applicable laws and regulations and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents; (7) Engineer is not acting as a municipal advisor as defined by the Dodd-Frank Act. Engineer shall not provide advice or have any responsibility for municipal financial products or securities. (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the Project work they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner for them to address.

Insurance - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	\$5 million per claim and aggregate
General Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim
	\$2 million aggregate		\$5 million aggregate
Automobile Liability:	\$1 million combined single limit		

BW's liability under this Agreement, based on any theory of liability or for any cause of action, shall not exceed the total amount of BW's contract amount for the project. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver – (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages arising out of or relating to the Project, provided that such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of BW or its officers, directors, employees, agents, or consultants; (2) Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death of to injury or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or its officers, directors, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project; (4) In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEER and OWNER, they shall be borne by each party in proportion to its negligence; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to perform with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be an opportunity for the Parties to meet. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents. Owner shall be liable for, and promptly pay for all services and reimbursable expenses rendered to the date of suspension/termination of services.

Use of Documents - BW documents are instruments of service and BW retains ownership and property interest (including copyright and right of reuse). Client shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW's design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW's design documents is prohibited and Client shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. BW's document retention policy will be followed upon Project closeout, and project documents will be kept for a period of 14 years after Project closeout.

Successors, Assigns, and Beneficiaries – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or BW to any third party, including any lender, Contractor, Contractor's subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Client and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution - All disputes between the Parties shall first be negotiated between them for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. If mediation is unsuccessful, litigation in the county where the Project is pending shall be pursued.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located. (2) All notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason; (4) Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision; (5) A party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended.