



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Engineering Agreement with Baxter & Woodman Consulting Engineers for Wastewater Plant Digester Condition Assessment.		
Presenter & Title:	Bob Van Gyseghem, Superintendent of Water & Wastewater		
Date:	August 16, 2021		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EMSII, ESII			
Estimated Cost: \$27,640.00	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i>			
Executive Summary:			
<p>The anaerobic digesters at the Wastewater Plant have been in operation since 2000. The digesters are in need of interior cleaning and condition assessment. The budget contains funds allocated towards hiring a consultant to perform a condition assessment of the inside of the digesters, develop a list of needed repairs, and prepare bidding documents. Staff published a request for proposals and received five (5) proposals from qualified firms. Staff evaluated and scored the proposals and scored Baxter & Woodman Consulting Engineers highest. Staff meet with Baxter & Woodman to go over the scope of services and hours needed.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution • Engineering Agreement 			
Voting Requirements:			
<p><i>This motion requires a simple majority of affirmative votes for passage.</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 vote; 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 the item should be listed on agenda)</i>			
Recommend approval of a Resolution authorizing the City Administrator to execute Engineering Agreement with Baxter & Woodman Consulting Engineers in an amount not-to-exceed \$27,640.00.			

RESOLUTION NO. 2021-73

**RESOLUTION AUTHORIZING EXECUTION OF
Engineering Agreement with Baxter & Woodman Consulting Engineers**

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 execute, on behalf of the City of Geneva, an agreement with Baxter & Woodman, for wastewater plant digester condition assessment.

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

August 10, 2021

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

***Subject: City of Geneva – Anaerobic Digester Condition Assessment and Phasing Evaluation
Proposal for Professional Engineering Services***

Dear Mr. VanGyseghem:

On July 21, 2021, we had a meeting with you and your staff to determine the scope that would be included in the Anaerobic Digester Condition Assessment and Phasing Evaluation project. At this meeting, we determined that it would be beneficial for the City to complete a study to determine the existing conditions, develop rehabilitation alternatives, develop costs, determine phasing, and prepare a strategy to minimize operational risks during construction.

The anaerobic digestion process is critical to the treatment facilities operations, and proper planning will provide a cost effective solution that will prolong the life of the existing infrastructure. We offer this scope, schedule, and fee for your consideration.

SCOPE OF WORK

ANAEROBIC DIGESTER CONDITION ASSESSMENT AND PHASING EVALUATION

1. PROJECT MANAGEMENT & PROJECT MEETINGS
 - 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.
 - C. Meet with your team to establish your goals for the project, and discuss components that will be necessary to complete the Project.
 - D. Conduct up to three (3) additional meetings with City staff at times during the Project to review project status, assessments, and recommendations.

2. **CONDITION ASSESSMENT AND INSPECTION**
 - A. Collect and review available original construction record documents, repair and maintenance records, and inspection reports.
 - B. Perform a buoyancy check on the concrete anaerobic digester tanks based on construction record drawings and available geotechnical investigation reports provided by the City.
 - C. Perform detailed inspections on the two concrete anaerobic digester tanks, anaerobic digester covers, digesters mixers, gas safety equipment, and exterior face brick with assistance of equipment and coating manufacturer's representative. The inspections are limited to visual observation and do not guarantee or certify that the original construction and/or design of the structure complies with the requirements set forth in the latest edition of Building Codes and Standards. The scope of work excludes destructive testing.
 - D. Identify, quantify, and photo document items needing repair, and determine items requiring further investigation.
3. **DEVELOP AND EVALUATE ALTERNATIVES**
 - A. Identify possible alternative solutions to the rehabilitation of the anaerobic digesters and to correct any deficiencies.
 - B. Evaluate providing heating and mixing to the secondary digester.
 - C. Provide budgetary costs for each major improvement alternative.
 - D. Perform a cost effective analysis on the alternatives. Develop a recommended plan based on discussion with City staff.
4. **COST ESTIMATE** – For the recommended rehabilitation alternative, an opinion of the probable total Project cost including construction, engineering services, contingencies, and, on the basis of information furnished by the City, allowances for legal services, financial consultants, and any administrative services or other costs necessary for completion of the Project.
5. **PHASING AND FINANCIAL PLANNING**
 - A. Determine the most critical improvements and the improvements that could be delayed to a subsequent phase.
 - B. Develop a phasing program, if necessary, so that the City can apply the costs to their fiscal plan.

6. **CONDITION AND RECOMMENDATION MEMOMORANDUM**
- A. Prepare and submit to the City a memorandum with photo documentation of observations, repair recommendations, and estimate of probable project rehabilitation costs.
- B. Develop a schedule for completing design and construction of the improvements.

SCHEDULE

The Anaerobic Digester Condition Assessment and Phasing Evaluation will be completed by December 12, 2021.

PROJECT APPROVAL	Mon	09/07/21
PROJECT KICKOFF MEETING	Mon	09/13/21
CONDITION ASSESSMENT AND INSPECTION	Mon	09/13/21
DEVELOP AND EVALUATE ALTERNATIVES	Mon	09/27/21
PRELIMINARY REVIEW MEETING	Mon	10/11/21
COST ESTIMATE	Mon	10/25/21
PHASING AND FINANCIAL PLANNING	Mon	11/08/21
PRELIMINARY RECOMMENDATIONS MEETING	Tue	11/23/21
CONDITION AND RECOMMENDATION MEMOMORANDUM	Tue	12/07/21
FINAL RECOMMENDATION MEETING	Tue	12/21/21

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 **\$27,640**.

Deliverable		Man Hours	Fee
001	PROJECT MANAGEMENT & PROJECT MEETINGS	44	\$7,520
002	CONDITION ASSESSMENT AND INSPECTION	30	\$4,660
003	DEVELOP AND EVALUATE ALTERNATIVES	34	\$5,180
004	COST ESTIMATE	34	\$2,490
005	PHASING AND FINANCIAL PLANNING	16	\$2,750
006	CONDITION AND RECOMMENDATION MEMOMORANDUM	18	\$5,040
TOTAL		176	\$27,640



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

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

Attachment

CITY OF GENEVA, ILLINOIS

ACCEPTED BY:

TITLE: City Administrator

DATE: Sept. 7, 2021

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STANDARD TERMS AND CONDITIONS

PLEASE READ THESE STANDARD TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN, INC. ("BW"). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE "AGREEMENT"

Owner's Responsibility - Provide BW with all criteria and full information for the "Project", which is generally otherwise identified in the Letter Proposal. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner (as defined in the Letter Proposal) including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards ("Owner Affiliates") without independently verifying that information. The Owner represents and 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 Letter 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, any Owner Affiliate, or force majeure event, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in a written instrument executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitutes 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 agreed upon by all Parties by written agreement. 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 State of Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

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 or contractor's methods of determining prices, or over competitive bidding, or 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 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 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 applicable laws, 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 contractors' 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 at the site, nor for any failure of any 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 any contractor's failure to furnish and perform the work in accordance with the contract documents; (7) BW is not acting as a municipal advisor as defined by the Dodd-Frank Act. BW 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 only to 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 contract 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, 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:	\$10 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		

In no event will BW's collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to BW's under this Agreement. 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 (“Losses”) arising out of or relating to the Project, provided that such Losses are 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 grossly negligent act or omission of BW; (2) To the fullest extent permitted by law, Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all Losses (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 Losses are 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 arising out of or occurring in connection with the Owner’s, or Owner’s officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (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, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the BW and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (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 comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay BW, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

Use of Documents – All BW documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by BW to Owner pursuant to this Agreement) are instruments of service and BW retains ownership and property interest therein (including copyright and right of reuse). Owner 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 Owner 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. Project documents will be kept for time periods set forth in BW’s document retention policy 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 Owner or BW to any third party, including any lender, contractor, 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 Owner 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 executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

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 and/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 expresses 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; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.