



## AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Wastewater Plant Anaerobic Digester Engineering Services for Bidding, Inspection, and Construction Services		
Presenter & Title:	Bob Van Gyseghem, Superintendent of Water & Wastewater		
Date:	August 1, 2022		
<b>Please Check Appropriate Box:</b>			
<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, ESIII			
Estimated Cost: \$61,500	Budgeted?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Executive Summary:</b>			
<p>In FY22, Baxter &amp; Woodman completed the exterior condition assessment of the anaerobic digesters at the Wastewater Treatment Plant. The next phase is to assess the condition of the interior of the digesters. Attached for your review is a Professional Engineering Services proposal from Baxter &amp; Woodman to complete this task.</p>			
<b>Attachments:</b> <i>(please list)</i>			
<ul style="list-style-type: none"> <li>• Resolution</li> <li>• Memorandum</li> <li>• Engineering Agreement</li> </ul>			
<b>Voting Requirements:</b>			
<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>			
<b>Recommendation / Suggested Action:</b> <i>(how the item should be listed on agenda)</i>			
<p>Recommend approval of a Resolution authorizing the City Administrator to execute a Professional Engineering Service agreement with Baxter &amp; Woodman at a cost not-to-exceed \$61,500.00</p>			

**RESOLUTION NO. 2022-65**  
**RESOLUTION AUTHORIZING EXECUTION OF**  
**Professional Engineering Services**

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**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, a Professional Engineering Service Agreement with Baxter & Woodman Consulting Engineers related to the anaerobic digesters at the Wastewater Treatment Plant.

**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 \_\_\_\_\_, 2022

**AYES:** \_\_ **NAYS:** \_\_ **ABSENT:** \_\_ **ABSTAINING:** \_\_ **HOLDING OFFICE:** \_\_

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

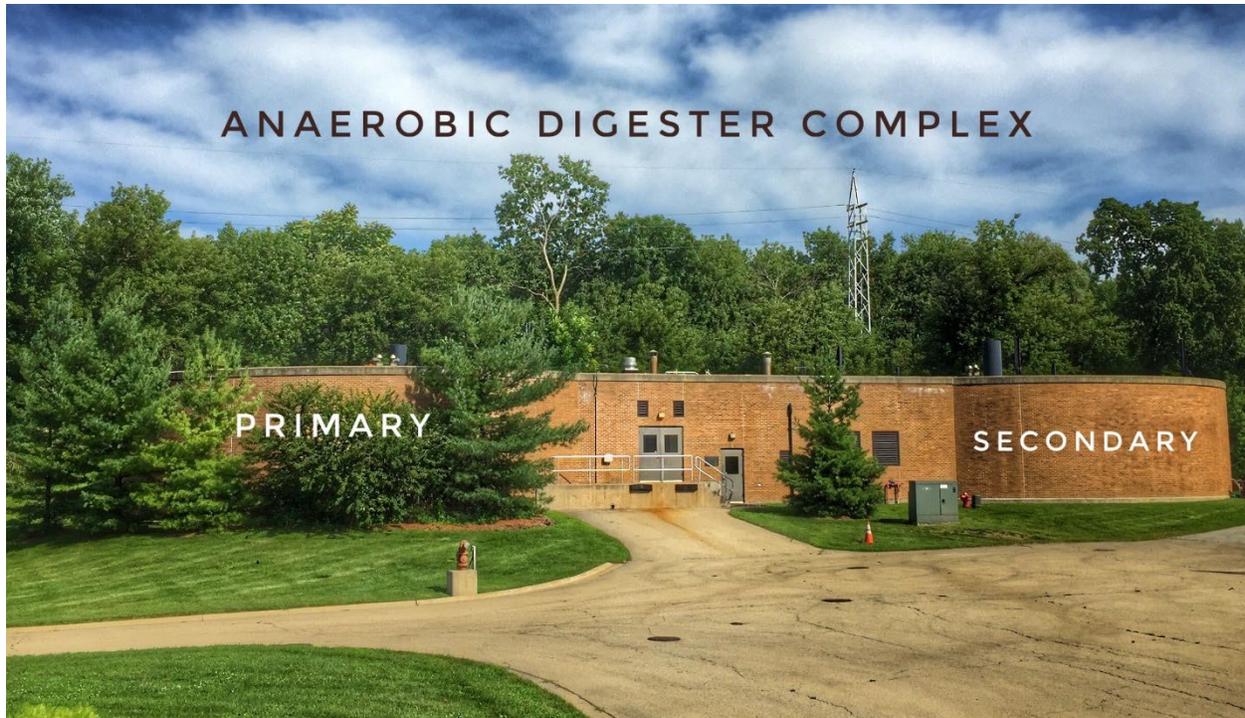
ATTEST:

\_\_\_\_\_  
City Clerk



## Public Works Department

### Memorandum



The Wastewater Plant sludge digesters are split between a "Primary" and "Secondary" with piping connecting them. Due to the problems with the secondary digester cover, cleaning and inspection will take place on this side first. The proposed engineering services agreement will provide specifications for the bidding and cleaning of both the primary and secondary digesters. The specifications will detail the cleaning and disposal of the material inside the digester, scaffolding requirements for the inspection, contact information of those performing the inspections, and reporting requirements. The consultant will act as the city's representative during the cleaning and inspection process to answer any questions from the contractor or inspectors. The consultant will develop recommendations for any repairs to be completed before the digester is placed back into service. Based on the final report by the inspectors, the consultant will develop a long-term budget document to be used by staff for future repairs. After the secondary digester is placed back into service, the primary digester will be cleaned and inspected. Future long-term projects will require a separate engineering agreement.

June 16, 2022

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

***Subject: City of Geneva – Anaerobic Digester Bidding, Inspection, and Construction Services Proposal***

Dear Mr. VanGyseghem:

On February 18, 2022, we had a meeting with you and your staff to discuss the approach for the design and bid of the digester cleaning and inspection as part of the Anaerobic Digester Condition Assessment and Phasing Evaluation project. At this meeting, the City decided to pursue the design-bid-build approach and asked Baxter & Woodman to provide a proposal for bidding and construction services for the Primary & Secondary Digester cleaning and inspection.

The scope of service is to provide the creation of plans and specifications for bidding for the anaerobic digester inspection and for construction services for the cleaning and inspection of the Primary & Secondary Digester. The scope of services is as follows:

**SCOPE OF SERVICES**

The following scope of services details the anticipated additional tasks necessary to successfully complete this Project.

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. Meet with your team to establish your goals for the project, and discuss components that will be necessary to complete the Project.
2. PREPARE PROJECT DOCUMENTS FOR BIDDING
  - A. DRAWINGS – Project Plans will be created for the following:
    - I. Digester Control Building

- II. Primary Digester
  - III. Secondary Digester
  - IV. Waste Gas Burner
  - V. Electrical Diagrams and Schematics
- B. SPECIFICATIONS - A Project Manual will be created to describe the project requirements for emptying, cleaning, and inspecting the Primary & Secondary Digester; bringing the Primary & Secondary Digester back online; and temporary operation and restrictions during the proposed work.
3. ASSISTANCE DURING BIDDING
- A. BID PERIOD - Answer bidders' questions during bid period and issue necessary Addenda to plan holders.
  - B. BID OPENING - Attend bid opening with Village Staff and assist in reviewing and checking of bid package submittals as required.
  - C. ANALYZE BIDS - Tabulate bids received and review bid submittals to verify low bid is responsive and responsible.
  - D. LETTER OF RECOMMENDATION - Issue a Letter of Recommendation to the Village for their action to Award the construction contract
4. INSPECTION PROJECT INITIATION:
- A. COORDINATION - Act as the Owner's representative with duties, responsibilities, and limitations of authority as assigned in the Construction Contract Documents.
  - B. PRECONSTRUCTION SERVICES - Attend the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
5. CONSTRUCTION ADMINISTRATION:
- A. COORDINATION - Act as the Owner's representative with duties, responsibilities and limitations of authority as assigned in the Construction Contract Documents, and advise and confer with Owner officials during construction and issue the Owner's authorized instructions to the Contractor.
  - B. PARTIAL PAYMENTS - Review the Contractor's requests for payments as construction work progresses, and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the Construction Contract Documents.

- C. CHANGE ORDERS - Prepare Construction Contract Change Orders when authorized by the Owner.
6. FIELD OBSERVATION & INSPECTION REVIEWS:
- A. RESIDENT PROJECT REPRESENTATIVE - Provide Resident Project Representatives at the construction site on a periodic part-time basis from the Engineer's office of not more than eight (8) hours per regular weekday to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion.
- The construction Contractor is a separate company from the Engineer. The Owner understands and acknowledges that the Engineers are not responsible for the Contractor's construction means, methods, techniques, sequences or procedures, time of performance, compliance with Laws and Regulations, or safety precautions and programs in connection with the Project, and the Engineers do not guarantee the performance of the Contractor and are not responsible for the Contractor's failure to execute the work in accordance with the Construction Contract Documents.
- B. SUBCONTRACTOR RECOMMENDATIONS REVIEW - Provide structural and mechanical review of Subcontractor report(s) regarding the inspection, condition, analysis, and recommendations for the digester cover, digester concrete, and interior piping and supports.
7. PROJECT CLOSEOUT - Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services after the original construction contract final completion date for the Project.

#### **ESTIMATED MANHOUR AND FEE SUMMARY**

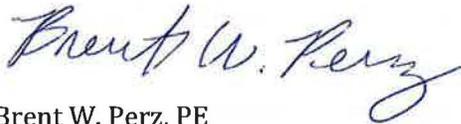
Our engineering fee for the above stated scope of services will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed **\$61,500**.

Deliverable		Man Hours	Fee
001	PROJECT MANAGEMENT & PROJECT MEETINGS	16	\$ 2,985
007	PREPARE PROJECT DOCUMENTS FOR BIDDING	83	\$12,275
008	ASSISTANCE DURING BIDDING	8	\$ 1,240
100	INSPECTION PROJECT INITIATION	12	\$ 2,100
105	CONSTRUCTION ADMINISTRATION	52	\$ 9,300
110	FIELD OBSERVATION AND INSPECTION REVIEWS	170	\$30,400
140	PROJECT CLOSEOUT	18	\$ 3,200
<b>TOTAL</b>		<b>359</b>	<b>\$61,500</b>

If this Proposal amendment is acceptable, **please sign and return one copy for our files.** The Standard Terms and Conditions approved on September 7, 2021 apply to this Proposal.

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS

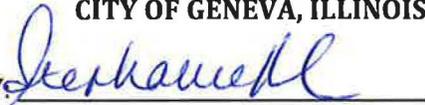


Brent W. Perz, PE  
Associate Vice President

Attachment

**CITY OF GENEVA, ILLINOIS**

ACCEPTED BY:



TITLE:

City Administrator

DATE:

08/01/2022

## 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.