



**CITY OF LOVES PARK
AGENDA
PUBLIC WORKS COMMITTEE
December 6, 2021
5:15 P.M.
Loves Park City Council Chambers**

I. Approval of Minutes

A. Approval of Minutes from the November 29, 2021 meeting.

II. Resolutions & Ordinances

A. Resolution authorizing the Water Department Manager to hire Baxter and Woodman Consulting Engineers for Professional services in the design, permitting, bidding, and construction services for Well #7 pumping equipment, well house, and filtration plant at a cost not to exceed \$249,500.00.

III. Project Updates/Directors Report: None

IV. General Discussion/Public Comment

V.

Public Comments will be taken upon registration with City Clerk's Office prior to meeting. Please contact Loves Park City Clerk's Office at 815-654-5034 to participate in the Public Comment.

VI. Adjourn



PUBLIC WORKS COMMITTEE MEETING MINUTES

DATE OF MEETING: November 29, 2021

CALLED TO ORDER: 5:15 P.M.

MEMBERS PRESENT: Ald. Holmes, Ald. Peterson, Ald. J Jacobson, Ald. Schlensker

MEMBERS ABSENT:

ALSO PRESENT: Mayor Jury, Steve Thompson, Ald. Thompson, Attorney Galluzzo

APPROVAL OF MINUTES: November 15, 2021

Ald. J. Jacobson moved to approve said motion. Ald. Peterson seconded said motion.

Motion carried 4 ayes – 0 nays

MATTERS PROPOSED, DISCUSSED OR DECIDED AND RECORD OF VOTES TAKEN:

1. An Ordinance was discussed establishing No Parking on the North side of River Lane between North Second St. and Walker Ave.
Ald. J. Jacobson moved to approve said motion. Ald. Peterson seconded said motion.
Motion carried 4 ayes – 0 nays

Alderman J. Jacobson moved for adjournment at 5:27 p.m.; seconded by Alderman Peterson
The motion to adjourn was approved by a vote of 4 ayes – 0 nays.

RESPECTFULLY SUBMITTED, ROB SCHLENSKER-CHAIRMAN OF THE PUBLIC WORKS COMMITTEE

City of Loves Park

Department of Public Works

By Alderman Robert Schlensker Resolution No. _____

Date: December 6th, 2021

RESOLVED, by the adoption of this Resolution, The Water Department Manager is authorized to hire Baxter and Woodman Consulting Engineers, 8676 Ridgfield Road, Crystal lake, IL. 60012, for professional services in the design, permitting, bidding, and construction services for Well #7 pumping equipment, well house, and filtration plant at a cost not to exceed \$249,500.00.

Funds shall be drawn from Account No. 31-00-1991 (well 7 capital project)

Gregory R. Jury – Mayor

Robert Schlensker – Public Works Chairman

John Jacobson – Vice Chairman

A. Marie Holmes – Alderman

Attest: Robert J. Burden, City Clerk

Mark Peterson – Alderman

Motion:

Second:

Voting:

November 24, 2021

Mr. Craig McDonald
Water Department Manager
City of Loves Park
5440 Walker Ave.
Loves Park, Illinois 61111

Subject: City of Loves Park – Well No. 7 Water Treatment Plant

Dear Mr. McDonald:

This project will provide for iron and manganese removal at the City of Loves Park's Well No. 7 facility utilizing pressure filtration. The facility will also be designed to accommodate expansion to add granular activated carbon for removal of PFAS compounds. The WTP design will be based on a well capacity of 2,000 gpm and will include the following major components:

1. Well pumping equipment with pitless adapter
2. Masonry structure
 - a. Detention Tank
 - b. Equipment room to house the horizontal pressure filter, booster pumps and blower for air/water filter backwash.
 - c. Chemical Room to house fluoride feed equipment.
 - d. Chlorine Room to house sodium hypochlorite bulk storage tank and feed equipment.
 - e. Electrical Room
 - f. Below-grade backwash storage tank and backwash pumps
3. Iron and magnesium removal by high-rate pressure filtration with pyrolusite media.
4. Sodium hypochlorite and fluoride feed systems
5. Booster pumps to distribution system
6. Utilities (water, electric, sanitary sewer, storm sewer, and natural gas)
7. HVAC
8. Electrical power
9. Controls and instrumentation system to be incorporated in the Owner's existing SCADA system
10. Emergency Generator with an exterior enclosure
11. Site and Civil improvements including street access and parking
12. Demolition of existing structures

SCOPE OF SERVICES

PROJECT MANAGEMENT

1. PROJECT MANAGEMENT & MEETINGS - Plan, schedule, and control the activities that must be performed to complete the PROJECT. These activities include managing budget, schedule, and scope. Confer with the Owner's staff occasionally to clarify and define the general scope, extent, and character of the project.

PRELIMINARY DESIGN

2. EXISTING CONDITIONS REVIEW – Obtain, review, and evaluate the following information provided by the Owner for use in design: existing drawings, plans, plats, utility atlases, GIS shape files surrounding the Project limits, aerial photography, environmental studies, hydrologic and hydraulic information and calculations, and geotechnical data.
3. SITE VISIT – Conduct site visits to familiarize the designer(s) with the sites and clarify any discrepancies on the Drawings.
4. BASE DRAWINGS – Develop preliminary drawings of natural and manmade features from topographic survey data and utility information, including creating lists of deficient items for clarification at a future site visit.
5. PRELIMINARY DRAWINGS – Prepare preliminary drawings indicating the proposed site layout, floor plan of WTP, and critical sections, if any.

DETAILED DESIGN

6. GEOTECHNICAL INVESTIGATION - Engage the services of a geotechnical subconsultant to drill test borings at the locations of all structures to design footings, collect and analyze soil samples, determine groundwater levels, prepare a written report for excavation and structural design, and prepare forms required by Clean Construction or Demolition Debris regulations.
7. DESIGN DOCUMENTS - Prepare design documents consisting of drawings showing the general scope, extent, and character of construction work to be furnished and performed by the Contractor(s) selected by the Owner and specifications, prepared in conformance with the format of the Construction Specification Institute.

8. QUALITY CONTROL – Conduct internal peer review, operations review, and constructability review. Incorporate final review comments into the final plan set.
9. CONSTRUCTION DOCUMENTS - Prepare for review and approval by the Owner and its legal counsel the forms of construction contract documents consisting of Notice and Instructions to Bidders, Bid Form, Agreement, Performance-Payment Bond, General Conditions, and Supplementary Conditions, where appropriate, based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC).
10. FINAL OPINION OF PROBABLE COST – Prepare an opinion of probable construction cost based on the design documents approved by IEPA.
11. AGENCY SUBMITTALS – Submit the design documents to the IEPA for their review and approval for the Owner to construct and operate the PROJECT. Furnish the Owner with design documents approved by IEPA.

BIDDING ASSISTANCE

12. ASSISTANCE DURING BIDDING - Assist the Owner in solicitation of construction bids from qualified bidders, conduct a pre-bid conference, attend the bid opening and tabulate bid proposals, analyze the bids, and submit recommendations for the award of construction contract.

EXCEPTIONS

Pilot testing is not included in our Scope of Services. If IEPA requires pilot testing, it will be done by others, or we will provide a separate Work Order.

A topographic survey has been completed by another consultant, so survey is not included in our Scope.

Engineering Fee

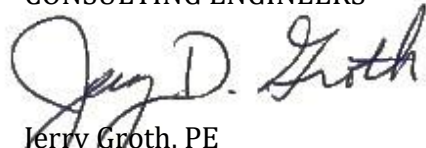
The Owner shall pay the Engineer for the of services performed or furnished based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed \$249,500. Fees for a geotechnical investigation, not included, are estimated to be \$7,000.

We appreciate the opportunity to work with the City of Loves Park on this important Project and we are available to begin work immediately upon your notice to proceed.

The attached standard terms and conditions apply to this proposal. If you find this proposal acceptable, **please sign and return one copy for our files**. If you have any questions or need additional information, please do not hesitate to call.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Jerry Groth, PE
Regional Manager

Attachment

CITY OF LOVES PARK, IL

AUTHORIZED BY: _____

TITLE: _____

DATE: _____

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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.