

This meeting is being held via telephonic attendance.

**AGENDA
SPECIAL PUBLIC WORKS & UTILITIES COMMITTEE
Village of Hoffman Estates**

May 18, 2020

Immediately following Special General Administration & Personnel Committee

Members:	Anna Newell, Chairperson	Gary G. Stanton, Trustee
	Michael Gaeta, Vice Chairperson	Karen J. Arnet, Trustee
	Gary Pilafas, Trustee	William McLeod, Mayor
	Karen V. Mills, Trustee	

I. Roll Call

NEW BUSINESS

1. Request authorization for Change Order to the existing 2019 contract with Baxter & Woodman Engineers (B&W), Crystal Lake, IL for additional engineering services for rehabilitation of Chippendale Sanitary Sewer Lift Station in an amount not to exceed \$11,320.

III. Adjournment

(Further details and information can be found in the agenda packet attached hereto and incorporated herein and can also be viewed online at www.hoffmanestates.org and/or in person in the Village Clerk's office).

The Village of Hoffman Estates complies with the Americans with Disabilities Act (ADA). For accessibility assistance call the ADA Coordinator at 847 882-9100.

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: Request authorization for Change Order to the existing 2019 contract with Baxter & Woodman Engineers (B&W), Crystal Lake, IL for additional engineering services for rehabilitation of Chippendale Sanitary Sewer Lift Station in an amount not to exceed \$11,320.

MEETING DATE: May 18, 2020

COMMITTEE: Special Public Works & Utilities

FROM: Joseph Nebel, Director of Public Works
Haileng Xiao, Superintendent of Water and Sewer

PURPOSE: Approve change order to the existing contract for engineering services for the rehabilitation of Chippendale sanitary sewer lift station.

BACKGROUND: Chippendale lift station was constructed in 1965 at 1790 Chippendale Road as a dry well/wet well style prefabricated steel duplex underground facility. The wet well is located underneath the sidewalk and driveway of Douglas MacArthur Elementary School. The station has an operating history of almost 55 years and the mechanical system consisting of pumps, pipes and controls need replacement to ensure reliability. In December 2012, staff started the project of rehabilitation of the lift station. Through the methods of competitive proposals B&W was awarded the contract (\$43,500, lowest responsible) for engineering services. The 2012 contract was closed and replaced with a new contract (\$56,300) in March 2019 through Board approval. The design and bid document was complete in late 2019. One of the project's challenges was the restrictive time for construction to avoid conflicts with the school year as much as possible. As a result of this challenge the option for submersible pumps was not selected as it requires construction time of around 90 days. Because the school is now closed early due to Covid-19 it allows enough time for submersible pump installation.

DISCUSSION:

Staff contacted the contractor for costs of using submersible pumps to replace the dry well pumps for the lift station rehab. The contractor's proposal for the construction change indicates a total cost of \$673,145, which is slightly less than the bid price of \$674,945 for the as-bid dry well pump option (\$1,800 cheaper). The revised construction proposal includes abandonment of the existing dry well and conversion of the existing wet well to accept the same capacity pump that was designed and proposed in the dry well station. Such a change would greatly reduce confined space entry hazards for staff and reduce the costs and difficulties of future station maintenance by eliminating the dry well. The change to a submersible pump is far more preferable to staff. Staff contacted the design engineer for costs to convert the as-bid Chippendale Lift Station drawings to a submersible lift station configuration. The response is that work could be done in a total amount not to exceed \$11,320 and the engineer provided a proposal for the additional engineering work (attached). The proposal provides a cover plan and manual revision along with a re-submit construction permit. Staff recommends accepting the proposal to add the necessary engineering services for the pump change.

FINANCIAL IMPACT:

The project utilizes 2017 bond funds for construction and engineering. Staff is also expecting to submit the project for consideration as one of the State's \$25 Million Fast-Track Grants projects as the project is shovel ready and meets many of the criteria for the grant funding.

RECOMMENDATION:

Request authorization for Change Order to the existing 2019 contract with Baxter & Woodman Engineers (B&W), Crystal Lake, IL for additional engineering services for rehabilitation of Chippendale Sanitary Sewer Lift Station in an amount not to exceed \$11,320.

Fee

Our engineering fee for the stated design engineering scope of services will be a Not-to-Exceed amount of \$11,320.

Schedule

The work will be completed within 30 days of receiving the Notice to Proceed.

We look forward to assisting the Village with its Chippendale Lift Station improvements. If you find this proposal acceptable, please sign the attached contract and return for our files. The attached Standard Terms and Conditions apply to this proposal.

Please call me if you have any questions or need further information.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS



Sean E. O'Dell, P.E.
Vice President

C: Gerald Groth, P.E., Baxter & Woodman, Inc.

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.



May 5, 2020

Mr. Haileng Xiao
Village Of Hoffman Estates
Public Works Department
2305 Pembroke Ave.
Hoffman Estates, IL. 60169

RE: Chippendale Lift Station

Dear Mr. Haileng Xiao:

Working with Steve Eslick (B&W CAD layout), we have determined that the existing conditions in the dry well are different than indicated on the bid documents & that the Grundos pumps will not fit in the dry well. I proposed an option for a wet well, valve vault, with intent not to increase the construction cost of the project, please see below.

Submersible Pump Option

- I propose to convert the plan of a drywell, wet well lift station into a wet well & valve vault lift station
- I will convert the wet well to accept the same Grundos pumps that were proposed in the dry well station & add 6"x 6" Base Elbows, 2" Guiderails, Chains, revised size hatch with safety Grates. I will install a Nema 4X junction box above grade with vented conduits, so the pumps can be removed & disconnected easily from the terminal block provided in the junction box.
- I will install a 7' Diameter Valve Vault with 8" Check Valves, 8" Plug Valves & a 6" Bypass Port, this will be placed on the west side of the access tube for the existing dry well.
- The discharge of the valve vault will be 8" DIP & upsized to 10"DIP on the outside of the vault & connected to the existing force main. The vault will have a sump pump.
- I will abandon in place the existing dry well & remove the upper 5' of the steel entrance tube by filling the structure with stone.
- The Control Panel & Generator will have no changes
- With this modification on the wet well & new valve vault configuration, the jobs underground work will be able to be complete before the school opens.

I have attached the pricing breakdown using the bid form changing the Description of line 1.6 to Valve Vault & Dry Well Abandonment. I have also included an email from Baxter with their separate design engineering fee. Let me know if you have any questions and if you would like to proceed with this plan.

Sincerely,

A handwritten signature in black ink, appearing to read "Marc Kresmery", is written over a horizontal line. The signature is fluid and cursive.

Marc Kresmery

ALT

Village of Hoffman Estates
Chippendale Lift Station Rehabilitation

<u>Item #</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>PRICE</u>	<u>TOTAL</u>
1.2	PRECONSTRUCTION VIDEO RECORDING	1	LSUM	\$ 3,500.00	3,500.00
1.3	EROSION AND SEDIMENTATION CONTROL:				
	Silt Fence	125	LIN FT	\$ 5.00	625.00
	Inlet Filter	1	EACH	\$ 250.00	250.00
1.4	WET WELL AND DRY WELL DEMOLITION:	1	LSUM	\$ 46,000.00	46,000.00
1.5	WET WELL REHABILITATION	1	LSUM	\$ 130,600.00	130,600.00
1.6	Valve Vault & Dry Well Abandonment	1	LSUM	\$ 101,800.00	101,800.00
1.7	PUMPING EQUIPMENT	2	EACH	\$ 21,500.00	43,000.00
1.8	PIPING AND VALVES	1	LSUM	\$ 46,800.00	46,800.00
1.9	CONTROL CABINET AND ELECTRICAL WORK	1	LSUM	\$ 118,000.00	118,000.00
1.10	PAVEMENT RESTORATION				
	HMA Street	100	SQ YDS	\$ 95.00	9,500.00
	HMA Parking Lot	240	SQ YDS	\$ 48.00	11,520.00
	PCC Driveway Apron	60	SQ YDS	\$ 200.00	12,000.00
	PCC Curb & Gutter	120	LIN FT	\$ 10.00	1,200.00
	PCC Sidewalk	225	SQ FT	\$ 26.00	5,850.00
1.11	GRASS RESTORATION	150	SQ YDS	\$ 30.00	4,500.00
1.12	TEMPORARY BYPASS PUMPING	1	LSUM	\$ 46,000.00	46,000.00
1.13	TRAFFIC CONTROL AND PROTECTION	1	LSUM	\$ 1,000.00	1,000.00
1.14	PROCESS CONTROL INTEGRATION	1	LSUM	\$ 25,000.00	25,000.00
1.15	EMERGENCY GENERATOR	1	LSUM	\$ 34,000.00	34,000.00
1.16	MOBILIZATION:	1	LSUM	\$ 32,000.00	32,000.00
Total					673,145.00