

TO: Committee of the Whole - PU

FROM: Gary Holm

DATE: July 9, 2021

RE: Resolution 21-077-R
Authorizing contract with Dahme Mechanical Industries Inc. for emergency repairs to the Cherry Park lift station for an amount not-to-exceed \$46,200

The City's Cherry Park lift station is located at the southwest corner of Giese Rd. and Kirk Rd. The lift station was first constructed in 1987 and has not had major repairs or improvements since that time. The station was originally constructed as a "package" unit which means that the major components were primarily assembled off-site. The lift station operates with two submersible pumps which sit at the bottom of the structure, approximately 35'-40' below ground. Each pump discharges into a separate riser pipe. The riser pipes join near the surface and exit the lift station into a forcemain.

As part of their routine inspections, City crews recently observed that one of the riser pipes has failed. The pipe has a hole in it which is allowing water to drain back into the structure. The failure has resulted in decreased pumping capacity for the lift station. Given that both riser pipes are the same age, Staff is concerned that the second riser pipe may fail in the near future.

Lift station repairs are considered specialty work and are typically performed by mechanical piping contractors. Staff reached out to several Chicagoland contractors to seek their input and advice. Staff has worked with Dahme Mechanical on various projects in the past. Dahme was the most responsive to the City's inquiry and proposed a plan that will accomplish the needed repairs at the lowest cost. Dahme Mechanical is proposing to replace both riser pipes, both pump guide rails and all associated valves. Dahme Mechanical is proposing a plan to work on the lift station without the need for bypass pumping (as suggested by other contractors). This will result in significant cost savings.

It is occasionally necessary for Staff to authorize emergency repairs and then report back to City Council after the fact. In this case Staff has needed to start the process with Dahme Mechanical so that they can get us onto their work schedule. Dahme understands that any final approvals and notice to proceed will only come after City Council action.

Staff is recommending approval of Resolution 21-077-R authorizing a contract with Dahme Mechanical industries, Inc. for emergency repairs to the Cherry Park lift station for an amount not-to-exceed \$46,200. This amount includes a 10% contingency for potential unforeseen issues. This work arose on an emergency basis and was not specifically budgeted for in 2021. This work will be charged against account #31-82-6340 (Repair and Maintenance of Wastewater Field Equipment). It is possible that the budget line item may be exceeded by year's end. If necessary, Staff will return at the end of year to seek Council approval for a budget amendment for the 31-82 account.

**CITY OF BATAVIA, ILLINOIS
RESOLUTION 21-077-R**

**AUTHORIZING CONTRACT WITH DAHME MECHANICAL
INDUSTRIES, INC. FOR EMERGENCY REPAIRS TO THE CHERRY
PARK LIFT STATION FOR AN AMOUNT NOT-TO-EXCEED \$46,200**

WHEREAS, the City of Batavia owns and maintains eighteen separate lift stations within its sanitary sewer collection system; and

WHEREAS, it is vital that each lift station be repaired and maintained in sound mechanical working condition; and

WHEREAS, City Staff has identified the need to perform emergency repairs to the Cherry Park lift station to replace failed piping; and

WHEREAS, Dahme Mechanical Industries, Inc. has provided the City with a plan and proposal, attached hereto as Exhibit I, that is most advantageous;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Batavia as follows:

SECTION 1. That the Mayor and City Council hereby authorize execution of an emergency repair contract with Dahme Mechanical Industries, Inc. for an amount not-to-exceed \$46,200 which amount includes a 10% cost contingency.

CITY OF BATAVIA, ILLINOIS RESOLUTION 21-077-R

PRESENTED to the City Council of the City of Batavia, Illinois, this 19th day of July, 2021.

PASSED by the City Council of the City of Batavia, Illinois, this 19th day of July, 2021.

APPROVED by me as Mayor of said City of Batavia, Illinois, this 19th day of July, 2021.

Jeffery D. Schielke, Mayor

Ward	Aldersperson	Ayes	Nays	Absent	Abstain	Aldersperson	Ayes	Nays	Absent	Abstain
1	Baerren					Solfa				
2	Leman					Wolff				
3	Ajazi					Chanzit				
4	Malay					Knopp				
5	Uher					Beck				
6	Cerone					Russotto				
7	Vogelsinger					Miller				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	Abstentions					
Total holding office:		Mayor and 14 aldermen								

ATTEST:

Kate Garrett, City Clerk



July 8, 2021

Village of Batavia – Wastewater Division
400 S Shumway Avenue
Batavia, IL 60510

Attn: Mike Tennis, Operations Manager

Re: Cherry Park Lift Station Repairs

Mike:

Dahme Mechanical Industries is pleased to submit the following narrative as a proposed sequence and method(s) to provide the discussed improvements at the project site referenced above:

- Coordinate improvement activities with Village of Batavia operations personnel prior to construction
- Backfeed forcemain into wet well and pump down with vacor trucks (disposal at Batavia WWTP) to control flow; during this time, replace (2) 4” check valves and plug valves. Station will be offline during this period.
- Stage, test, and operate bypass pump system; plug and dewater/wash down wet well and replace (2) failing 4” pump discharge risers with stainless steel and mechanical couplings during normal working hours (7:00 AM to 5:00 PM); there will be no overnight bypass and (1) pump will be placed into service at the end of each work day
- All electrical/SCADA work, painting, or any unlisted support trades or activities, should any or all be deemed necessary, is/are expressly excluded from this proposal
- One-year parts and labor warranty are included for DMI-furnished items only

EXCLUSIONS:

1. **Dahme Mechanical Industries, Inc. shall not be held liable for any job site safety or job site maintenance of any type upon completion of our work.**
2. All agreements contingent upon strikes, accidents or delays beyond our control.
3. All work not included or described above.
4. All work not included in our trade agreements or reasonably assumed to be our responsibility

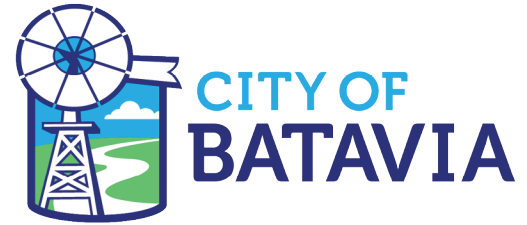
All material is guaranteed as listed above and specified above. Any additional items not included in our trade agreements or clearly stated above are expressly excluded. Payment terms are net 100%, due upon completion.

Total price, as described above:	\$42,000.00
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All labor or materials beyond the scope described above will be provided at cost + 15% mark-up, and a charge for all equipment utilized will be assessed as well. Dahme Mechanical Industries, Inc. standard insurance is included. This proposal may be withdrawn by us if not accepted within 30 days.

Thank you-

Kris Komorn
Dahme Mechanical Industries, Inc.
kkomorn@dahmemechanical.com



City of Batavia – Cherry Park Lift Station Repair

THIS AGREEMENT, made this (Day) ___ of (Month) ___ 2021 by and between the CITY OF BATAVIA, (hereinafter referred to as the “City”), and **Dahme Mechanical Industries, Inc., 610 Arthur Ave, Arlington Heights, IL 60005** (hereinafter referred to as the “Company), with regard to certain services, Attached as Exhibit A, in connection with the City of Batavia “**Cherry Park Lift Station Repair**”, (hereinafter referred to as the “Project”.)

The City and the Company agree to as follows:

1. The Company agrees to perform services in connection with the Project as hereinafter stated. The Company shall at all times observe and comply with all laws, ordinances, and regulations of the federal, state, and local governments, which may in any manner affect the preparation of proposals or the performance of the Agreement.
2. The terms and conditions of this agreement shall be the sole terms and conditions, unless otherwise approved in writing.
3. The Company shall obtain, at its own expense, all permits and licenses which may be required to complete the Services, and/or required by federal, state, and local regulations and laws.
4. The Company shall not discriminate on the basis of handicapped status in the admission of, access to, or treatment of employment in its programs and activities.
5. Illinois Prevailing Wages: To the extent the proposed contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* (“the Act”), Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act 820 ILCS 130/1-12 including, without limitation, the submission of certified monthly payroll reports as required by 820 ILCS 130/5. The contractor is advised that failure to timely submit such reports shall be cause for the withholding of payments otherwise due the contractor until compliance with the reporting requirements is achieved. The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website <http://www.state.il.us/agency/idol/>. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the

Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois. Certified payroll shall be timely submitted when applicable as required by law

Any bond furnished shall include such provisions as will guarantee the faithful performance of such prevailing wage clause as provided by the contract. The Contractor and each of his Sub-Contractors shall pay each of its employees engaged in work on the project under this Contract in full (less deductions made mandatory by law) not less often than once each week.

If a contractor or subcontractor deems the work is not subject to the Act, the contractor or subcontractor shall then submit to the City, a letter indicating receipt of this notice and their determination that the Act does not apply. If the contractor or subcontractor believes the work is not subject to the Prevailing Wage Act, and it is later determined by the Illinois Department of Labor or a court of competent jurisdiction that prevailing wages should have been paid, the contractor shall indemnify and hold the City harmless therein for all costs and penalties incurred by the City related to the violation, including reasonable attorneys fees incurred by the City to defend such an action.

6. Freedom of Information Act: Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "Act") places an obligation on the City to produce certain records that may be in the possession of Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Retention Act 5 ILCS 160/1 et seq. and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act. Contractor shall review its records promptly and produce to the City within two business days of contact from the City the required documents responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions.
7. The Company warrants that they are technically qualified and entirely conversant with the requirements of this Project; and that they have sufficient properly trained, organized, and experienced personnel and/or subcontractors to perform the services enumerated herein.
8. Company shall indemnify, protect, defend and hold the City and its employees harmless from and against any and all claims, liabilities, judgments, costs, damages and expenses, including reasonable attorney's fees, arising out of or in any way related to the work performed pursuant to this contract, including all work performed by its employees, agents, sub-contractors and assigns, except to the extent that such claim, liability, judgment, cost, damage or expense arises from the negligence or willful misconduct of the City, its employees or agents.
9. Any payment made to the Company shall be strictly on the basis of quantum meruit. The Company shall submit to the City a detailed breakdown of hourly rates billed to date with each pay request. The detailed breakdown shall be based on the hourly rate breakdown contained in the approved proposal. The City will pay the Company for the performance of the Agreement as follows:

- a. Monthly payments based on actual work satisfactorily completed, less 10% retainage until final completion of the work
 - b. The total Agreement payment shall not exceed: **\$42,000**
 - c. Additions or deductions to the approved total amount for services shall be authorized in writing by the City. Any out of scope work must be authorized in writing by the City. Any work performed without written approval from the City shall be solely at the expense of the Company.
 - d. Final payment to the Company will be made once the project has been completed, all paperwork completed and turned into the City of Batavia and/or State of Illinois, and approved with the State of Illinois and/or the City of Batavia.
10. The Company will provide certificates of insurance evidencing the types and limits of insurance. Each insurance company shall be acceptable to the City. The General Liability coverage shall name the City as an additional named insured. All insurance is primary, and in no event will be considered contributory to any insurance purchased by the City. All insurance will not be canceled, reduced, or materially changed without providing the City thirty (30) days advance notice, via certified mail.

The Company shall not commence work under this contract until they have obtained all insurance required and such insurance has been approved by the City, nor shall the Company allow any subcontractors (hereafter Subs) to commence work on their subcontract until the same insurance has been obtained by the Sub. The Company and their Subs shall maintain all insurance for not less than one (1) year after completion of this contract

11. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and Company.

The Company may subcontract portions of the work upon written approval from the City. These Subs shall conform, in all respects, to the applicable provisions specified and shall further be subject to approval by the City. The Company shall identify all proposed Subs who will furnish services under the terms of this proposal. The work to be done by the Subs shall be outlined in detail. None of the services to be furnished by the Company shall be subcontracted, assigned, or transferred to any other party or parties without the written consent of the City. The consent to subcontract, assign, or otherwise transfer any portion of the services to be furnished by the Company shall not be construed to relieve the Company of any responsibility for the fulfillment of this Agreement. Any request for payment to the company, for work that was subcontracted, shall be supported with a waiver of lien and contractor's affidavit indicating the subcontractor has been paid and waives any lien on the project or funds for the project.

12. Any reports, specifications, sketches, drawings or other project documents prepared by the Company in connection with any or all of the services to be furnished thereunder shall be delivered to the City for the expressed use of the City. The Company does have the right to retain original documents, but shall cause to be delivered to the City such quality of documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans, and specifications shall be the sole property of the City unless otherwise specified in the negotiated agreement. The Company agrees that the basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Company pursuant to the Agreement will be made available, upon request, to the City without cost and without restriction or limitations as to their use. All field notes, test records, and reports shall be available to the City upon request.

13. The City reserves the right by written amendment to make changes in requirements, amount of work, or engineering time schedule adjustments. The Company and the City shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.

14. The City may, at any time by written order, require the Company to stop all or part of the services required by this Agreement. Upon receipt of such an order the Company shall immediately comply with its terms and take all steps to minimize the occurrence of costs allocable to the services covered by the order. The City will pay for costs associated with suspension provided, they are deemed reasonable by the City.

15. The City reserves the right to terminate the whole or any part of this Agreement, upon ten (10) calendar day's written notice to the Company. The City further reserves the right to cancel the whole or part of the Agreement, if the Company fails to perform any of the provisions in the Agreement or fails to make delivery within the time stated. The Company will not be liable to perform if situations arise by reason of acts of God or public enemy, acts of City, fires, or floods.

Company:

Dahme Mechanical Industries, Inc., 610 Arthur Ave, Arlington Heights, IL 60005

By: _____
Signature

Title: _____

Print Name

Date