

# CITY OF BATAVIA

---

**DATE:** April 7, 2017  
**TO:** Committee of the Whole (COW)  
**FROM:** Kevin Maloney  
**SUBJECT:** Resolution 17-46-R Authorizing HVAC Improvements for the North-End Crew Offices at the Public Works Building

The City has budgeted funds to improve the HVAC system at the Public Works Building for the north end crew offices. The HVAC improvements will include replacing and moving the recently failed RTU (roof top unit) heat exchanger that provides heating and cooling to the crew offices at the north end of the building. The new RTU will also be sized to provide HVAC service to any expanded office area on the north end of the building.

Staff solicited the proposed improvements to three (3) contractors for the necessary HVAC work.

The bids were:

Comfort Services, Mc Henry, IL \$22,300  
Base bid of \$21,300 plus alternate #1 for a total of \$22,300

Artlip and Sons, Aurora, IL \$22,800

R. J. O'Neil Mechanical, Aurora, IL \$23,375  
Base bid of \$21,550 plus alternate #1 for a total of 23,375

Staff is recommending the low quote from Comfort Services, McHenry, IL. for \$22,300.

**Recommendation: Staff recommends waiving formal bids.**

**Recommendation: Staff recommends approval of Resolution 17-46-R authorizing approval of HVAC Improvements for the North-End Crew offices at the Public Works Building with Comfort Services, McHenry, IL., for an amount not to exceed \$22,300.**

C. Mayor & City Council  
Laura Newman  
Gary Holm  
Peggy Colby

**CITY OF BATAVIA  
RESOLUTION 17-46-R**

**AUTHORIZING HVAC IMPROVEMENTS TO THE NORTH-END CREW OFFICES  
AT THE BATAVIA PUBLIC WORKS BUILDING**

**WHEREAS**, the City of Batavia has identified the need for HVAC improvements at the Batavia Public Works Building, and

**WHEREAS**, the City of Batavia solicited the necessary improvements to several HVAC contractors in order to secure competitive pricing for the building improvements, and

**WHEREAS**, Comfort Services, McHenry, IL, has submitted a proposal, for the provision of such HVAC services which is fair and reasonable and said proposal ought to be accepted;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Batavia, Kane & DuPage Counties, Illinois, as follows:

**Section 1:** That the Mayor and City Clerk are authorized to execute the proposal with Comfort Services, McHenry, IL, for HVAC services, attached as Exhibit 1, for an amount not to exceed \$22, 300.00.

**PRESENTED** to and **PASSED** by the City Council of the City of Batavia, Illinois, this 17<sup>th</sup> day of April, 2017.

**APPROVED** by the Mayor of the City of Batavia, Illinois, this 17<sup>th</sup> day of April, 2017.

\_\_\_\_\_  
Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Salvati				
2	Callahan					Wolff				
3	Meitzler					Chanzit				
4	Mueller					Stark				
5	Botterman					Theлин Atac				
6	Cerone					Russotto				
7	McFadden					Brown				
Mayor Schielke										
<b>VOTE:</b>		Ayes	Nays	Absent	Abstentions					
Total holding office: Mayor and 14 aldermen										

ATTEST:

\_\_\_\_\_  
Christine Simkins, Deputy City Clerk



## **AGREEMENT**

THIS AGREEMENT, made this 7<sup>th</sup> day of April, 2017 by and between the CITY OF BATAVIA, (hereinafter referred to as the "City"), and COMFORT SERVICES INC, 4535 Prime Parkway, Mc Henry, IL, 60050, (hereinafter referred to as the "Company"), with regard to certain services in connection with the City of Batavia **Public Works North End Crew Office HVAC Improvements** Project (hereinafter referred to as the "Project".)

**NOW THEREFORE, the City and the Company, in consideration of the mutual covenants hereinafter set forth, 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 Company has made a proposal to the City, dated attached hereto Exhibit 1 and expressly made a part hereof, in response to the City's Request for Proposal.
3. This contract shall constitute the entire agreement and understanding by and between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless done so in writing with signatures by both the City and the Company.
4. The terms and conditions of this agreement shall be the sole terms and conditions followed for this Agreement, unless otherwise approved in writing by the City Attorney and attached as an exhibit to this agreement. Any and all terms and conditions contained in Company's Proposal shall be superseded by the terms and conditions of this agreement.
5. The Company shall obtain, at its own expense, all permits and licenses which may be required to complete the Agreement, and/or required by federal, state, and local regulations and laws.
6. The City does not discriminate on the basis of handicapped status in the admission of, access to, or treatment of employment in its programs and activities.
7. Illinois Prevailing Wages: Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, 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.



Any bond furnished under this contract 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 his 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.

8. 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 Twenty-two thousand, three-hundred dollars and zero cents (\$22,300.00)
  - 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.
9. The Company will perform those phases of the Project to which this Agreement applies, and will give consultation and advice to the City during the performance of the services.
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

**Special Requirement:** If the Company is an architectural or engineering firm, said Company shall also file a certificate of insurance for professional liability, errors and omissions coverage subject to final acceptance by the City of said coverage.



11. The Company will provide the services as required herein in accordance with the Project Schedule.
12. The Company will attend conferences and visit the site of the work as may be outlined in the Request for Proposal at any reasonable time when requested to do so by the City.
13. 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.
14. The City and the Company each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, and as noted in the attachments, neither the City nor the Company shall assign, subcontract, or transfer their interest in this Agreement without the written consent of the other. 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 in the proposal submitted by the Company. 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.

15. 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.
16. The City agrees to review each and every phase of the Project as in the aforementioned proposal in a timely manner. Upon approval of each phase, the Company shall then proceed to the next phase.



17. All drawings, specifications, reports, and any 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.
18. 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.
19. 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.
20. 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.
  - a. Should any of the key personnel identified in the Proposal become unavailable to work on the project, and no permanent substitute personnel reasonably satisfactory to the City is provided by the Company within thirty (30) days, and/or no temporary replacement personnel is provided by the Company immediately following the commencement of the subject Key Personnel's unavailability, the City may, at its election, declare such contract terminated and at an end, reserve the right to maintain and action to recover damages arising due to breach of contract
  - b. The City reserves the right to terminate in whole or any part of this contract, upon written notice to the Company, in the event of default by the Company. Default is defined as failure of the Company to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated.



The Company shall be liable to the City for all excess costs for such similar supplies or service unless evidence is submitted to the City that in the sole opinion of the City clearly proves that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Company.

- c. Upon termination, the Company shall cause to be delivered to the City all surveys, reports, permits, agreements, calculations, drawings, specifications, partially and completed estimates, and data, as well as products of computer aided drafting, design, and writing that have been paid for by the City. Cost of termination incurred by the Company before the termination date will be reimbursed by the City only, if prior to the effective termination date, the City receives from the Company a list of actions necessary to accomplish termination and the City agrees in writing that those actions be taken. Upon receipt of the termination notice, the Company shall stop all work until said Agreement is reached.
- 21. The City agrees to notify the Company at least twenty-four (24) hours in advance of the need for personnel or services.
- 22. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including the City's Contractors, if any.
- 23. An notice relating to claims for damages or relating to allegations of default shall be in writing and shall be made by certified or registered mail, postage prepaid, return receipt requested, or reliable overnight courier, to the parties as follows:

*If to Company:*    Comfort Services INC  
Attention: Mark Stranges  
4535 Prime Parkway  
Mc Henry, IL. 60050

*If to the City:*    City of Batavia  
Attention: City Clerk  
100 North Island Avenue  
Batavia, IL. 60510

*with copies to:*    City of Batavia  
Attention: Gary Holm, Director of Public Works  
200 N Raddant Rd.  
Batavia, IL. 60510

*and:*    City Attorney  
Attention: Kevin G. Drendel  
111 Flinn Street  
Batavia, IL. 60510

- 24. This Agreement contains the entire agreement between the parties. No other writing, discussion or any other communication about possible terms is to be construed as



forming part of the agreement between the parties. Any terms and conditions submitted by the Company as part of its proposal are specifically disavowed and such terms and conditions shall not supersede this Agreement.

- 25. This Agreement shall be binding upon the partners, heirs, successors, executors, administrators, and assigns of all the parties hereto.
- 26. This Agreement shall be construed in accordance with the laws of the State of Illinois. Venue for any litigation arising from this Agreement shall be limited to the Courts of the Sixteenth Judicial Circuit, Kane County, Illinois.

**IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.**

**CITY OF BATAVIA**, an Illinois  
Municipality,

**Company,**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
President

Attest:

Attest:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Secretary



**PROPOSAL**

To:	City of Batavia Public Works	From:	Comfort Services
Attn:	Kevin Maloney	Estimator:	Mark Stranges
Phone:	331-220-4407	Phone:	815-353-2377
Email:	<a href="mailto:kmaloney@cityofbatavia.net">kmaloney@cityofbatavia.net</a>	Email:	<a href="mailto:mstranges@comfortservices.net">mstranges@comfortservices.net</a>

**Date:** 2-21-17

**Job Name:** City of Batavia Public Works – New RTU

**Scope of Work:**

- Reclaim and Recycle Refrigerant from Existing 2.5 Ton Rooftop Unit
- Remove and Dispose of Existing 2.5 Ton Rooftop Unit and Existing Duct Work
- Furnish and Install Cap Underneath Existing Rooftop Unit
- Furnish and Install New 3 Ton Carrier Rooftop Unit with Economizer
- FURNISH AND INSTALL (1) THYBAR MANUFACTURING TC-3 INSULATED EQUIPMENT CURB, AT THE (1 TOTAL) NEW RTU LOCATION WITHIN THE EXISTING CORRUGATED SHEET METAL ROOF SYSTEM
- Furnish and Install Ductwork into New Space
- Furnish and Install all Supply All Line and Control Wiring Revisions, and New Disconnect
- Furnish and Install Gas and Condensate Piping Revisions
- Rooftop Unit Start-Up and Set-Up
- Standard Manufacturer's Warranty / One Year Workmanship Warranty on Scope

**Exclusions:**


- Permits by Batavia
- Shop Drawings
- Permits

**Base Bid:** \$21,300

**Alternate 1:** ADD \$1,000 for Certified Test and Balance

~~Alternate 2:~~ ~~ADD \$1,000 for Two Zone System~~ - Not included

*All work is to be completed in a workmanlike manner per standard practices, and all applicable federal, state, and local codes and regulations. Any alteration or deviation from above specifications involving extra costs will be executed with a written and signed change order, and will become an extra charge over and above the proposal amount. This proposal may be withdrawn if not accepted within 30 days.*

Contractor Signature 

**Acceptance of Proposal**--The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_ Date of Acceptance \_\_\_\_\_



# ARTLIP AND SONS, INC.

230 South Broadway Aurora, IL 60505

Phone 630-896-1560 Fax 630-896-1198

www.artlipandsons.com

## PROPOSAL

SPECIFICATIONS AND ESTIMATE

Number E-24142-1

Page 1 of 1 Pages

Attn: Kevin Maloney c.331-220-4407

PROPOSAL SUBMITTED TO: City of Batavia		PHONE	FAX	DATE 03/15/17
STREET		JOB NAME HVAC		
CITY, STATE, AND ZIP CODE		JOB LOCATION Public Works - Addition to Shop Offices		
ARCHITECT/ENGINEER	DATE OF PLANS		JOB PHONE	

We hereby propose to furnish materials and labor necessary for the completion of:

**Packaged Rooftop Unit with Zone System**

We will replace the existing rooftop unit that conditions the existing 2 story shop offices with a larger unit. The new unit will be sized to handle the existing area and the addition. We will install a 2-zone Zone System, 1 zone will be the 1st Floor Shop Offices and the addition, and the other zone will handle the 2nd floor offices. Includes, removal of existing unit and capping of curb, a new roof curb for the new unit, sealing of the new roof curb, installation of the zone system including ducting to existing ducting and adding new ducting and registers for the addition, gas piping, and start-up. Excludes electrical, and permits and procurement of same.

Labor and Materials, Budgetary Price, \$22,800.00

**WE PROPOSE** hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of: Twenty-Two Thousand Eight-Hundred and 00/100 dollars ( \$22,800.00 ).

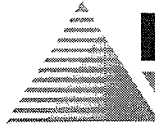
Payment to be made as follows: N/30  
Any amount due under this agreement which is not paid when due shall bear interest of 1-1/2 percent per month from the date such amount was due until paid upon acceptance of this proposal. In the case of default in meeting terms of payment, owner agrees to pay all costs and reasonable attorney's fees if action is brought to collect the amount due upon acceptance of this proposal.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to the specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized Signature   
**Hank Artlip**

Note: This proposal may be withdrawn by us if not accepted within 30 days.

**ACCEPTANCE OF PROPOSAL** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.  
Date of Acceptance: \_\_\_\_\_ Signature \_\_\_\_\_  
Signature \_\_\_\_\_



# R. J. O'Neil

MECHANICAL CONTRACTORS

## PROPOSAL

<b>Submitted To:</b>
Kevin Maloney

<b>Project Name &amp; Location:</b>
City of Batavia Public Works 200 N Raddant Rd

**BY THIS PROPOSAL/CONTRACT** and for the Bid Amount set forth below, and subject to and in accordance with the terms and conditions set forth herein. R. J. O'Neil Mechanical Contractors, an Illinois corporation, agrees to furnish to or on Customer's behalf and for the benefit of the Project, the labor, materials, and/or equipment in accordance with those plans sheets and specification sections identified below, and no other and the Customer agrees to pay for the Work and any changes/extras.

We are pleased to offer our budget for the following HVAC work for the City of Batavia. This work includes:

- Furnish and install new Carrier 3 ton Roof Top Unit with economizer package.
- Furnish new custom curb for standing seam metal roof and all roof sealants.
- Including all electrical, gas piping, and Temperature Control work.
- Including all ductwork, insulation, grilles, registers, hangers & supports.
- Provide structural steel as needed.
- All associated fittings & ductwork to tie-in to existing duct main.

**Our price for this work is: \$21,550.00**

**Alternate #1: Provide zone dampers with sensors for office room control**

**Add: \$1,825.00**

~~Alternate #2: Provide wireless sensors only.~~

~~Add: \$ 585.00~~

*NIC*

All Material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard area practice. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance.

This proposal may be withdrawn if not accepted within 30 days

**ACCEPTED:**

**ACCEPTED: R.J. O'NEIL INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_