

# CITY OF BATAVIA

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**DATE:** March 21, 2013  
**TO:** Public Utilities Committee  
**FROM:** Steven Allen, Senior Project Engineer  
**SUBJECT:** Resolution 13-51-R Award Cherry park Equipment Commissioning to L&S Electric

**Summary:** The City of Batavia Electric Utility will be rebuilding the Cherry Park substation during the Spring of 2013. The new equipment in the yard needs to be commissioned for proper operation and any damage caused during shipment.

**Background:** The new circuit breakers, reclosers, and protective relaying being installed at Cherry Park require commissioning to prove that they are worthy for service prior to energizing for the first time. The commissioning tests will also prove the total operation of the protective systems that operate the substation for faults, failures, and other conditions to protect the equipment from extensive damage.

Electric Utility Staff sought quotations for the commissioning and after review the most acceptable quote was L&S Electric. They will perform testing of all of the outdoor power equipment, calibration of the protective relaying, and proving in of the control circuits. Other quotations that were received were unavailable for the timeframe of the testing window.

Staff is recommending that an Agreement be entered into with L&S Electric in the amount not to exceed \$25,625.00 for the commissioning testing of the Cherry Park substation equipment. The engineering estimate range of the cost of the commissioning work was between \$22,000 and \$42,000. The cost of this work is included in the already approved 2013 budgeted dollars for the Cherry Park project.

**Staff recommendations:**

- Recommend Public Utilities Committee and City Council approve Resolution 13-51-R Award Cherry Park Equipment Commissioning to L&S Electric

Attachment:

1. L&S Electric Quotation

# ATTACHMENT #1



Power Services Division  
 1730 County Rd XX  
 Rothschild, WI 54474  
 U.S. Watts: 800-283-8332  
 Phone: 715-241-3538  
 Fax: 715-359-9450  
 E-Mail: kmmueller@lselectric.com  
 Web: www.lselectric.com

**QUOTATION**

To:	City of Batavia 200 N Raddant Rd Batavia, IL 60510	Quote No:	71501-KDM-032013
Attn:	Steve Allen	Terms:	Net 30
Subject:	Cherry Park Substation	Delivery:	N/A
		F.O.B.	N/A
		Freight:	N/A
		Cust No:	1642301
		Prices:	Firm For 90 Days
		Date:	March 20, 2013

L&S Electric is pleased to quote the commissioning and testing of the following equipment at the Cherry Park Substation:

- (1) 38KV Reclosure
- (3) 15KV Reclosures
- (4) Schweitzer 651R Relays
- (3) Schweitzer 751A Relays
- (1) Schweitzer 787 Differential Relay
- (1) ABB 1200A 15KV Circuit Breaker

Electrical testing also includes:

- Ratio and polarity checks on all associated CT's for equipment listed above
- Testing of CT and PT control connections against customer drawings

**PRICING**

Price..... \$25,650.00

The above pricing includes all labor, travel, material, expenses and report preparation costs.

Expected time to complete this work is four days.

NOTE: City of Batavia is responsible for relay setting and station power.

Thank you for the opportunity to provide you with this quotation. Should you have any questions, please contact me at 715-432-7763.

Sincerely,

**L&S ELECTRIC, INC.**

Kurt Mueller  
 Power Services Technician

clb  
 cc: 13

**CITY OF BATAVIA, ILLINOIS  
RESOLUTION 13-51-R**

**AWARD CHERRY PARK EQUIPMENT COMMISSIONING TO L&S ELECTRIC**

**WHEREAS**, the City of Batavia owns and operates an electric utility whereby it purchases wholesale power and resells same to its citizens; and

**WHEREAS**, the City of Batavia Municipal Electric Utility will be upgrading the Cherry Park Substation in 2013; and

**WHEREAS**, the City of Batavia Municipal Electric Utility requires that new equipment be commissioned for proper function; and

**WHEREAS**, it has been determined that L&S Electric has submitted a responsible quotation for equipment commissioning and further, that L&S Electric has the experience and qualifications necessary to provide the work in a satisfactory and safe manner; and

**WHEREAS**, it is in the best interests of the City of Batavia that the quotation from L&S Electric be accepted; and

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

**SECTION 1:** That the Mayor and City Clerk are hereby authorized to enter into an Agreement for the Cherry Park Equipment Commissioning with L&S Electric in the amount of \$25,650.00 – said Agreement being attached hereto as Exhibit #1.

CITY OF BATAVIA, ILLINOIS RESOLUTION 13-51-R

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**PRESENTED** to and **PASSED** by the City Council of the City of Batavia, Illinois, this 1st day of April, 2013.

**APPROVED** by me as Mayor of said City of Batavia, Illinois, this 1st day of April, 2013.

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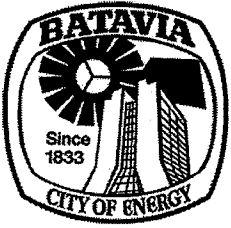
Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Sparks				
2	Dietz					Wolff				
3	Jungles					Chanzit				
4	Volk					Stark				
5	Frydendall					Theelin Atac				
6	Liva					Clark				
7	Tenuta					Brown				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	Abstentions					
Total holding office: Mayor and 14 aldermen										

ATTEST:

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Heidi Wetzell, City Clerk



# CITY OF BATAVIA

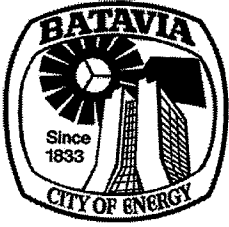
JEFFERY D. SCHIELKE  
Mayor

## City of Batavia – Cherry Park Substation Equipment Commissioning

THIS AGREEMENT, made this 1st day of April 2013 by and between the CITY OF BATAVIA, (hereinafter referred to as the “City”), and L&S Electric., 1730 County Rd XX, Rothschild, WI 54474 (hereinafter referred to as the “Company”), with regard to certain services, Attached as Exhibit A, in connection with the City of Batavia Cherry Park Substation Equipment Commissioning, (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



# CITY OF BATAVIA

**JEFFERY D. SCHIELKE**  
Mayor

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.



# CITY OF BATAVIA

**JEFFERY D. SCHIELKE**  
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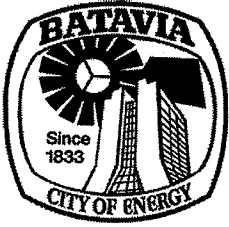
9. Any payment made to the Company shall be strictly on the basis of quantum meruit. The Company shall submit to the City a detailed breakdown of hourly rates billed to date with each pay request. The detailed breakdown shall be based on the hourly rate breakdown contained in the approved proposal. The 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: Twenty-Five Thousand Six Hundred and Fifty Dollars (\$25,650.00)
  - 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.
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





# CITY OF BATAVIA

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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.



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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.

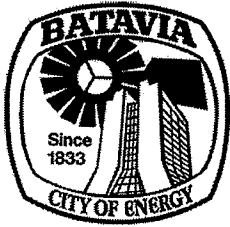
**Company: Name: L&S Electric**  
**Address: 1730 County Rd XX**  
**Address: Rothschild, WI 54474**  
**Phone: 715-247-538**

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

Title: \_\_\_\_\_

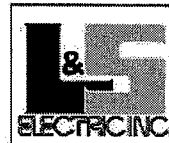
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date



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1730 County Rd XX  
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U.S. Watts: 800-283-8332  
Phone: 715-241-3538  
Fax: 715-359-9450  
E-Mail: kmueller@lselectric.com  
Web: www.lselectric.com

### QUOTATION

To: City of Batavia  
200 N Raddant Rd  
Batavia, IL 60510

Quote No: 71501-KDM-032013  
Terms: Net 30  
Delivery: N/A  
F.O.B: N/A  
Freight: N/A  
Cust No: 1642301  
Prices: Firm For 90 Days  
Date: March 20, 2013

Attn: Steve Allen

Subject: Cherry Park Substation

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Kurt Mueller  
Power Services Technician

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