

VILLAGE OF BRADLEY

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RESOLUTION NO. B-09-22-09

AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. TO PROVIDE CONSULTING SERVICES REGARDING EVALUATION OF KRMA WASTEWATER TREATMENT PLANT

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ADOPTED BY THE  
BOARD OF TRUSTEES OF THE  
VILLAGE OF BRADLEY

THIS 26 DAY OF Sept, 2022

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Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley, Kankakee County, Illinois this 26 day of Sept, 2022.

RESOLUTION NO. B-09-22-09

AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. TO PROVIDE CONSULTING SERVICES REGARDING EVALUATION OF KRMA WASTEWATER TREATMENT PLANT

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**WHEREAS**, the Village of Bradley is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution and, pursuant to the powers granted to it under 65 ILCS 5/1-1 et seq.; and,

**WHEREAS**, Village Staff reviewed qualifications of Kimley-Horn & Associates, Inc; and

**WHEREAS**, Kimley-Horn & Associates, Inc is a national firm that has specialized experience working on municipal projects with a concentration in wastewater plants; and

**WHEREAS**, the Village Board has determined that it is in the best public interest to enter into a contract not to exceed \$100,000 with Kimley-Horn & Associates, Inc for consulting services related to the operations of the Kankakee River Metropolitan Agency (KRMA) to assist with evaluating the inter-governmental agreement & assessing significant industrial users, evaluating wastewater cost being charged to the Village and review the existing wastewater treatment plant along with the proposed improvements; and

**WHEREAS**, the Village Board finds that this Resolution protects and promotes the public welfare, safety, health and morals;

**NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:**

**SECTION 1. WASTERWATER CONSULTING SERVICES AUTHORIZED**

The Finance Director is authorized and directed to execute an agreement with Kimley-Horn & Associates, Inc for consulting services related to Village's participation in its wastewater treatment substantially in the format attached hereto as Exhibit A, subject to such modifications as shall be acceptable to him with the approval of the Village President. The Finance shall further be authorized and directed to execute any related or supplemental documents, including approval of scopes of work, project timelines or revisions thereto, or related documents. The Finance Director shall further be authorized to execute agreements relating to supplemental work from Kimley-Horn & Associates, Inc, provided that the total cost authorized for project purchase and implementation shall not exceed \$100,000.

**SECTION 2.** The Corporate Authorities hereby waive, by an affirmative vote of two-thirds (2/3) of the trustees presently holding office, any and all competitive bidding requirements as might otherwise be applicable to the purchases authorized by this Resolution.

**SECTION 3.** In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

**SECTION 4.** That all ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

**SECTION 5.** That the Village Clerk is hereby directed to publish this Resolution in pamphlet form.

**SECTION 6.** That this Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

**PASSED** by the Board of Trustees on a roll call vote on the 26 day of Sept, 2022.

**TRUSTEES:**

RYAN LEBRAN	Aye - <u>X</u>	Nay - ___	Absent - ___
BRIAN BILLINGSLEY	Aye - <u>X</u>	Nay - ___	Absent - ___
DARREN WESTPHAL	Aye - <u>X</u>	Nay - ___	Absent - ___
BRIAN TIERI	Aye - <u>X</u>	Nay - ___	Absent - ___
GRANT D. VANDENHOUT	Aye - <u>X</u>	Nay - ___	Absent - ___
GENE JORDAN	Aye - <u>X</u>	Nay - ___	Absent - ___

**VILLAGE PRESIDENT:**

MICHAEL WATSON      Aye - \_\_\_      Nay - \_\_\_      Absent - \_\_\_      Non-voting X

**TOTALS:**                      Aye - 6      Nay - 0      Absent - 0

**ATTEST:**

Julie Tambling  
JULIE TAMBLING,  
VILLAGE CLERK

**APPROVED** this 26 day of Sept, 2022.

Michael Watson  
MICHAEL WATSON,  
VILLAGE PRESIDENT

**ATTEST:**

Julie Tambling  
JULIE TAMBLING,  
VILLAGE CLERK

STATE OF ILLINOIS        )  
  )  
COUNTY OF KANKAKEE    )        §§

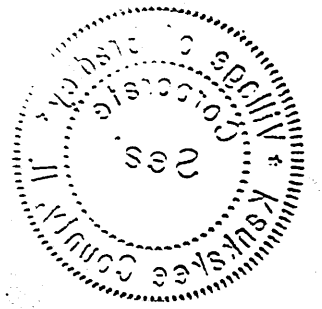
I, JULIE TAMBLING, Village Clerk for the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number 809-22-09, "AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. TO PROVIDE CONSULTING SERVICES REGARDING EVALUATION OF KRMA WASTEWATER TREATMENT PLANT " which was adopted by the Village President and Board of Trustees at a meeting held on the 26 day of Sept, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 26 day of Sept, 2022.

Julie Tambling  
\_\_\_\_\_  
JULIE TAMBLING,  
VILLAGE CLERK



*Handwritten signature or scribble*



# EXHIBIT A

# Wastewater Treatment Plant Evaluation

*September 19, 2022*

Robert Romo, CPA  
Finance Director  
147 S. Michigan Avenue  
Bradley, IL 60915

Re: Kimley-Horn and Associates, Inc.  
Proposal for Engineering Professional Services for:  
Wastewater Treatment Plant Evaluation

Dear Mr. Romo,

Kimley-Horn and Associates, Inc. ("Consultant") is pleased to submit this proposal to Village of Bradley ("Village" / "Client") for providing professional engineering services to assist with:

- Evaluating the inter-governmental agreements and Assessing the Significant Industrial Users (SIUs)
- Evaluating wastewater cost for service to the Village – actual and reasonable
- Review of existing wastewater treatment plant and proposed improvements

Consultant's proposal is presented in the following sections:

- Project Understanding
- Scope of Services and Deliverables
- Additional Services
- Information Provided by Client
- Schedule
- Compensation

## Project Understanding

The Villages of Bradley, Aroma Park, and Bourbonnais and the City of Kankakee have created a joint and cooperative entity, called Kankakee River Metropolitan Agency (KRMA) to operate and maintain a Regional Wastewater Treatment Facility (WWTP) on 89 acres of land adjacent to the Kankakee River in the City of Kankakee. In the recent past, KRMA hired an engineer to determine the improvements necessary to meet upcoming effluent standards and prepare a concept plan. An approximate cost estimate of \$43 million (in 2022 dollars) was proposed to add/modify various treatment processes within the WWTP. This estimate assumes that the Village of Bradley will offer a property to accommodate the proposed WWTP expansion. Per the recommendations, in the event that the Village does not offer the property, the WWTP expansion will take place on a different property that is not owned by the Village potentially adding an additional cost of \$37 million totaling the entire project to \$80 million. These project costs are intended to be shared among all the stakeholders of the KRMA.

Different magnitude of flows and loads from the stakeholders are conveyed to the WWTP. The costs of the WWTP Expansion are distributed to all the stakeholders. The Village desires to retain Consultant to review the inter-governmental agreements that are in place, the Village's actual and reasonable wastewater cost for service, and to evaluate the WWTP expansion needs

to determine the steps Village can take, keeping the best interests of the Village residents in mind, as the WWTP expansion project moves forward. The intent of this evaluation is to have ideal and reasonable cost for service and capital costs determined based on the calculated flows and loads contribution from the Village.

## Scope of Services and Deliverables

Kimley-Horn will provide the services in three (3) phases as specifically set forth below. After the first phase is complete, then the team will move on to phase 2. With the discovery nature of each phase, it is the intent of this scope that each phase may be modified in writing as an amendment to the scope and adjust the phases as necessary.

### Phase 1 Evaluation of Agreements and Practices

The intent of this phase is to understand the existing inter-government agreements, pre-treatment agreements with the SIUs, and administrative/operational practices at KRMA. The evaluation will be based on the Environmental Protection Agency (EPA) guidance on such agreements. To achieve this intent, Kimley-Horn will perform the following tasks:

1. Kick-off Meeting (1 in-person meeting) - Meet with the Village staff to understand the concerns and expectations
2. Request and review the following documents/information:
  - Existing inter-governmental agreement and change history (past agreements)
  - List of SIUs that are discharging to the WWTP and their locations
    - SIU pre-treatment agreements
    - Past 1-year SIU discharge data (wastewater characteristics/effluent parameters)
    - Invoices issued to SIUs – Past 1-year
  - Future SIUs that are under consideration and their wastewater characteristics
  - KRMA Board Structure and Decision-Making Process
  - KRMA operational practices
    - Selection of vendors for services
    - Outsourcing of WWTP services
    - Budgeting and accounting practices
  - KRMA revenue and operational expenses – Past 1-year
3. Meet with Village staff (1 in-person meeting) to present the findings and recommendations
4. Prepare a Technical Memorandum consisting of:
  - Potential modifications to the agreements
  - A roadmap of next steps that Village can take on the existing agreements and practices
5. Organize an in-person workshop with Village staff brainstorming the next steps the Village can take on the agreements and practices

By the end of Phase 1, Kimley-Horn will provide recommendations on the potential agreement modifications.

Deliverables:

1. Technical Memorandum
2. A Workshop with the Village staff



## Phase 2 Wastewater Cost for Service Evaluation

The purpose of this phase is to evaluate current wastewater cost of service for the Village and determine if it is consistent with industry best practices. If not, the Consultant will recommend what modifications to the rate structure to be more consistent with industry practices. The following tasks will be performed under this phase:

1. Request and review the following information:
  - a. Past 1-year wastewater cost for service to the Village
    - i. Past rate increases history
  - b. Wastewater cost for service to other stakeholders
  - c. Conceptual planning cost estimate review
  - d. Process for assessing rate increases based on the conceptual level cost estimates
2. Review rate assessment practices/processes against industry standards
3. Analysis of KRMA cost for service for each industrial and municipal wastewater contributor
4. Meet with the Village staff (1 meeting) to present the findings and recommendations
5. Prepare a Technical Memorandum with recommendations and rate structure framework

Building on the knowledge gained from Phase 1 (structuring agreements to benefit the Village), this Phase will provide a deeper understanding to the Village staff in negotiating the cost for wastewater service that is in line with modified agreements.

Deliverables:

1. Technical Memorandum
2. Rate structure framework

## Phase 3 Review of existing wastewater treatment plant and proposed improvements

The intent of this phase is to review the existing WWTP and the potential need for proposed improvements. A review of needed improvements against the conceptual cost estimate and cost-benefit analysis for the Village will be performed. The following tasks will be performed under this phase:

1. Request and review the following information:
  - a. WWTP Conceptual Planning Document
  - b. NPDES Discharge Permit and upcoming regulations triggering the WWTP expansion
  - c. Flow and loads for the past 2-years
  - d. WWTP Process Model (eg. BioWin Model)
  - e. Available capacity to accept new flows and loads
  - f. New SIU flows and loads
  - g. Record drawings of the existing WWTP
2. Visit the existing WWTP (1 visit)
3. Meet with KRMA and Village staff to understand treatment and operational goals for the WWTP
4. Cost for service economic analysis of each industrial and municipal wastewater contributor

# Wastewater Treatment Plant Evaluation

5. Perform cost-benefit analysis from the Village point of view (the capital costs Village is going to incur due to the expansion v. the benefits Village is going to get (in terms of new flows and loads that can be sent to the WWTP and how much development within the Village it is going to support)
6. Meet with the Village staff (1 in-person meeting) to present the findings and recommendations
7. Prepare a Technical Memorandum with recommendations and provide decision-making roadmap

By the end of this phase, the Village staff will have a clear understanding on what terms they want to be a part of the planned WWTP expansion.

Deliverables:

1. Technical Memorandum
2. Decision-making roadmap

## Additional Services:

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Structural evaluation of existing treatment facilities
- Subsurface utility engineering
- Environmental services related to soil and other potential contamination areas
- Survey services
- Geotechnical services
- Design Phase Services
  - Civil Engineering
  - Electrical engineering and instrumentation
  - Mechanical and plumbing
  - Architectural

## Information Provided by Client:

Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Village or the Village's consultants or representatives. The Village shall provide all information requested by Consultant in a timely manner during the project, including but not limited to the following:

- Access to Village Board meeting minutes (at least for past one year)
- Access to KRMA Board meeting minutes (at least for past five years)
- Existing inter-governmental agreement and change history (past agreements)
- List of SIUs that are discharging to the WWTP and their locations
  - SIU pre-treatment agreements
  - Past 1-year SIU discharge data (wastewater characteristics/effluent parameters)
  - Invoices issued to SIUs – Past 1-year

# Wastewater Treatment Plant Evaluation

- Future SIUs that are under consideration and their wastewater characteristics
- KRMA Board Structure and Decision-Making Process
- KRMA operational practices
  - Selection of vendors for services
  - Outsourcing of WWTP services
  - Budgeting and accounting practices
- KRMA revenue and operational expenses – Past 1-year
- Past 1-year wastewater cost for service to the Village
  - a. Past rate increases history
- Wastewater cost for service to other stakeholders
- Conceptual planning cost estimate review
- Process for assessing rate increases based on the conceptual level cost estimates
- WWTP Conceptual Planning Document
- NPDES Discharge Permit and upcoming regulations
- Flow and loads for the past 2-years
- WWTP Process Model (eg. BioWin Model)
- Available capacity to accept new flows and loads
- New SIU flows and loads

## Schedule

Consultant will provide services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule at the kick-off meeting. We anticipate that the schedule includes the following milestones:

Notice to Proceed	9/13/2022
Phase 1	11/30/2022
Phase 2	1/31/2023
Phase 3	3/31/2023

## Compensation

Consultant will perform the Scope of Services identified in this Proposal for the total lump sum labor fee of **\$100,000**. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client.

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Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

## CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Village of Bradley.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

\_\_\_ Please email all invoices to \_\_\_\_\_

\_\_\_ Please copy \_\_\_\_\_

If you want us to proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

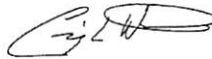
We appreciate the opportunity to provide these services to you. Please contact Uma Vempati at 612-474-2746 or [uma.vempati@kimley-horn.com](mailto:uma.vempati@kimley-horn.com) if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Uma Vempati, P.E., PMP  
Project Manager



Craig West, P.E.  
Vice President



# Wastewater Treatment Plant Evaluation

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Village of Bradley

SIGNED:

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## Kimley-Horn and Associates, Inc.

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### Hourly Labor Rate Schedule

<b>Classification</b>	<b>Rate</b>
Analyst I	\$125 - \$165
Analyst II	\$165 - \$210
Professional	\$210 - \$240
Senior Professional I	\$250 - \$310
Senior Professional II	\$330 - \$390
Senior Technical Support	\$110 - \$275
Technical Support	\$100 - \$160
Support Staff	\$85 - \$140

Effective through December 31, 2022

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up

Sub-Consultants will be billed per the Contract



# Wastewater Treatment Plant Evaluation

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Client's Federal Tax ID: \_\_\_\_\_

Client's Business License No.: \_\_\_\_\_

Client's Street Address: \_\_\_\_\_

\_\_\_\_\_

Attachment – Request for Information

Attachment – Standard Provisions

# Wastewater Treatment Plant Evaluation

### Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

#### Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner

#### Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

#### Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

#### Project Funding Identification – List Funding Sources for the Project


Attach additional sheets if there are more than 4 parcels or more than 4 owners



# Wastewater Treatment Plant Evaluation

## KIMLEY-HORN AND ASSOCIATES, INC. STANDARD PROVISIONS

- 1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
  - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
  - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
  - c. Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
  - d. Arrange for access to the site and other property as required for the Consultant to provide its services.
  - e. Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
  - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
  - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
  - h. Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Consultant as follows:
  - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
  - b. If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
  - c. If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
  - d. If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
  - e. The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have

## Wastewater Treatment Plant Evaluation

similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

- 5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.
- 6) **Intellectual Property.** Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Consultant maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates.
- 7) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional

## Wastewater Treatment Plant Evaluation

fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify the Consultant.

- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
  - a. If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
  - b. The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
  - c. The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the

## Wastewater Treatment Plant Evaluation

Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 18) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



# Agenda Cover Memorandum

Meeting Date:  
9/26/22  
Fiscal Year: 2023

Internal Review
Initials
Date

Agenda Item: A Resolution to Approve Kimley-Horn Wastewater Treatment Plant Evaluation

Item Type:       Ordinance       Resolution       Other

Action Requested:     Approval       First Reading       For Discussion       Informational

Staff Contact:      Name:      Robert Romo  
    Phone:      815 936-5107  
    Email:      rromo@bradleyil.org

Summary:

As we all know the entity of KRMA is an intergovernmental agreement between the Villages of Bradley, Bourbonnais, Aroma Park and the City of Bourbonnais. Currently the Board has 7 members in which 4 are appointed by the Mayor of Kankakee, 1 appointed by the Mayor of Bradley, 1 appointed by the Mayor of Bourbonnais and one appointed by the Mayor of Aroma Park. Therefore, the Board is controlled by a majority makeup represented by the City of Kankakee. Ownership of the plant, capital that was paid into KRMA at the inception of the plant is, City of Kankakee 54.42%, Village of Bourbonnais 29.72%, Village of Bradley 15.26% and Aroma Park 0.60%.

Calendar Year 2021 Usage KRMA					
	Kankakee	Bourbonnais	Bradley	Aroma Park	Total
January	252.47	92.64	45.77	1.21	392.08
February	236.95	99.60	41.91	1.26	379.73
March	285.98	138.29	67.58	1.33	493.17
April	251.67	96.20	41.67	1.13	390.67
May	346.57	116.83	60.50	1.29	525.18
June	287.52	98.96	43.04	1.17	430.70
July	296.23	88.23	33.96	1.10	419.53
August	232.49	80.70	29.17	1.14	343.49
September	206.60	75.55	26.95	0.90	310.00
October	418.18	127.52	71.91	1.88	619.49
November	280.54	96.34	49.35	1.46	427.69
December	247.20	112.36	47.94	1.31	408.80
	3,342.40	1,223.21	559.74	15.17	5,140.52
% Usage	65.02%	23.80%	10.89%	0.30%	
% Owned	54.42%	29.72%	15.26%	0.60%	



## Agenda Cover Memorandum

The current sewage plant is currently operating in excess of its designed capacity, not from the total amount of gallons it is treating but cause how dirty the water is. Please note that when the intergovernmental agreement was established, it only dealt with total amount of flow in gallons and did not mention loading levels (toxicity levels). There is a need to expand. Staff feels that the City of Kankakee and its users are the ones who are responsible for the most toxic waste being brought into the system. However, because we deal with just volume of waste and not loading levels, the Village of Bradley, Bourbonnais and Aroma Park are subsidizing the City of Kankakee.

The City of Kankakee has been taking advantage of this Intergovernmental agreement for quite some time. Village Staff would like to hire an independent consultant to review the following items.

- Evaluating the inter-governmental agreements and Assessing the Significant Industrial Users (SIUs)
- Evaluating wastewater cost for service to the Village – actual and reasonable
- Review of existing wastewater treatment plant and proposed improvements

The findings of the consultants will assist the Village Staff in providing accurate information to the Village Board in determining the future of our participation with KRMA.

Recommendation:

Approve Resolution with Kimley-Horn group for consulting services related to the KRMA Wastewater Plant Evaluation not to exceed \$100,000

Supporting Documents:

See proposal

Financial (if applicable)

Is this a budgeted item?      Yes       No      Requires Budget Amendment

Line Item:                      80-65-00-7340                      Title:    Other Fees & Services

Amount Budgeted:              \$0

Estimated Cost:                \$100,000