

# CITY OF BATAVIA

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**DATE:** 3/8/11  
**TO:** Public Utilities Committee  
**FROM:** John Dillon  
**SUBJECT:** Resolution 11-21-R  
Authorizing Execution of Contract for Well No. 9 Repair

Batavia's deep Well No. 9 is due for routine maintenance and repair. This well was drilled in 2004 as part of the water system improvements when all wells were consolidated at the central water treatment plant on Fabyan Parkway. The pumping components installed in this well have been out of the ground once due to a motor failure in 2007.

The well had been performing at optimum standards until the fall of 2010 when staff noticed a significant decline in the pumping rate. The decline in the pumping rate necessitated limiting the daily use of the well. Until the pipe and pump can be removed for inspection, the cause of the decline in the pumping rate cannot be determined. Staff is speculating the problem is either worn, corroded or broken parts in the pipe or pump. There is no indication that there is any problem with the motor, which is a good sign.

Staff advertised for the repair and maintenance of this well and the City received three (3) very good bids.

- |   |             |
|---|-------------|
| 1. Municipal Well & Pump Co., Waupun, Wisc. | \$87,778.00 |
| 2. Layne-Western Co., Aurora, IL.           | \$91,711.00 |
| 3. Water Well Solutions, Elburn, IL.        | \$95,312.75 |

Municipal Well and Pump Company has worked for the City on several occasions and staff is confident in their ability to perform this work in a satisfactory manner. This item will be on the agenda for discussion at the next Public Utility Committee Meeting.

**Recommended Action by Committee:** Recommend approval of Resolution #11-21-R, Authorizing Execution of Contract for Well No. 9 Maintenance and Repair with Municipal Well and Pump Company., Waupun, Wisconsin, for an amount not to exceed \$87,778.00

Attach.

C: Mayor and City Council

Bill McGrath

Gary Holm

Peggy Colby

Agenda

**CITY OF BATAVIA  
RESOLUTION 11-21-R**

**AUTHORIZING EXECUTION OF CONTRACT FOR WELL No. 9 REPAIR**

**WHEREAS**, the City of Batavia Water Department has identified the need and budgeted funds for the repair and maintenance to Well No.9, and

**WHEREAS**, the repair and maintenance of Well No. 9 is necessary to insure an adequate supply of water to the customers of the City of Batavia Water Division, and

**WHEREAS**, the firm of Municipal Well and Pump Company, Waupun, Wisconsin has the appropriate expertise and experience necessary to provide the services necessary to complete the job in a workmanlike manner, and

**WHEREAS**, Municipal Well and Pump Company, Waupun, Wisconsin has submitted a bid, pursuant to an invitation to bid, for the provision of such services which is fair and reasonable and said bid 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 contract documents with Municipal Well and pump Company, Waupun, Wisconsin for professional services for an amount not to exceed eighty-seven thousand, seven hundred seventy-eight dollars and no cents (\$87,778.00)

**PRESENTED** to the City Council of the City of Batavia, Illinois, this 4th day of April, 2011.

**PASSED** by the City council of the City of Batavia, Illinois, this 4<sup>th</sup> day of April, 2011.

**APPROVED** by the Mayor of the City of Batavia, Illinois, this 4th day of April, 2011.

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

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Sparks				
2	Dietz					Wolff				
3	Chanzit					Jungels				
4	Volk					Schmitz				
5	Frydendall					Thelin Atac				
6	Liva					Clark				
7	Tenuta					Brown				
Mayor Schielke										
VOTE:		Ayes	Nays	Absent	0 Abstention(s) counted as _____					
Total holding office: Mayor and 14 aldermen										

ATTEST:

\_\_\_\_\_  
 Heidi L. Wetzel, City Clerk



CITY OF BATAVIA  
WATER DEPARTMENT

BID SHEET  
(from schedule of prices pages 1 & 2)

1. TOTAL LABOR & SERVICES \$ 52,410<sup>00</sup>
2. TOTAL REPLACEMENT MATERIALS \$ 35,368<sup>00</sup>
3. TOTAL BASE BID == LABOR & MATERIALS \$ 87,778<sup>00</sup>

Terms:

STANDARD MONTHLY PROGRESS PER GENERAL CONDITIONS.

Guaranty or Warranty:

ONE (1) YEAR PER GENERAL CONDITIONS  
MIDWEST WELL SERVICES, INC.

NAME OF BUSINESS: d/b/a MUNICIPAL WELL + PUMP

ADDRESS: 1212 STORBECK DRIVE

WAUPUN, WI 53963

PHONE: 920-324-3400 FAX: 920-324-3431

BY: NAME DONALD W. RENS

BY: (SIGNATURE): Donald W. Rens

DATE: February 14, 2011

VARIATIONS FROM BID:

~~None~~ Addendum No 1 ACKNOWLEDGED



CITY OF BATAVIA  
WELL No. 9  
SCHEDULE OF PRICES

I. LABOR & SERVICES

- A. Mobilization of equipment to the site, pull pump to the surface, disassemble bowls and on-site micrometer check w/written report; measure total depth and static water level of the well.  
LUMP SUM \$ 13,000<sup>00</sup>
- B. On-site field inspection of the Sunstar submersible motor. Include changing special oil.  
LUMP SUM \$ 1,610<sup>00</sup>
- C. Hypot test the submersible cable.  
LUMP SUM \$ 1,450<sup>00</sup>
- D. Transport pipe to designated area. Sandblast column pipe inside and out for inspection and reuse. Include price of sand in bid. EST. 800 ft. @ \$ 10<sup>00</sup>/ft. \$ 8,000<sup>00</sup>
- E. Apply epoxy coating to interior and exterior of reusable column pipe. Coating shall be NSF 61 and carry AWWA approval for potable water. Est. 800' @ \$ 11<sup>20</sup>/ft. \$ 8,960<sup>00</sup>
- F. Rethreading ends of any damaged column pipe. EST. 15 ends @ \$ 71<sup>00</sup>/end. \$ 1,065<sup>00</sup>
- G. Reinstall pump & motor, test for minimum 2 hours and demobilization of equipment and site clean-up.  
LUMP SUM \$ 11,210<sup>00</sup>
- H. T.V. Well Survey LUMP SUM \$ 2,320<sup>00</sup>
- I. Remobilization cost if rig is pulled off job during repairs and must be brought back. \$ 1,610<sup>00</sup>
- J. REBUILD BOWL ASSEMBLY w/NEW WEAR RINGS AND BUSHINGS AND REASSEMBLE EST. 35 HRS @ \$ 91<sup>00</sup>/HR \$ 3,185<sup>00</sup>
- TOTAL LABOR & SERVICES \$ 52,410<sup>00</sup>



II. REPLACEMENT MATERIALS \*

- A. 10", Schedule 40, T & C single random length line pipe with two (2) stainless steel set screws each coupling, epoxy paint coating applied to interior and exterior. EST. 200 ft. @ \$ 70<sup>00</sup>/ft. \$ 14,000<sup>00</sup>
- B. Couplings - 10" 8V est. 5 @ \$ 186<sup>00</sup> each \$ 930<sup>00</sup>
- C. Submersible motor oil  
29 gallons @ \$ 31<sup>00</sup>/gallon \$ 899<sup>00</sup>
- D. 10" Lakewood check valves.  
2 @ \$ 1,546<sup>00</sup>/ea. \$ 3,080<sup>00</sup>
- E. Miscellaneous - S.S. banding, HTH, splice Materials, etc. \$ 1,660<sup>00</sup>
- F. Two (2) 1/4" plastic airlines rated for 1000 psi.  
1600' @ \$ 040/ft. \$ 640<sup>00</sup>
- F. Replacement Pump Bowl Assembly  
\*see attachment for operating points and g.p.m. requirements.  
B. BRONZE FOR WEAR RINGS + BOWL BUSHINGS EST. 130 \* @ \$ 12<sup>30</sup>/# \$ 1,599<sup>00</sup>
- (F) Manufacturer AMERICAN MARSH \$ 12,560<sup>00</sup>

Est. Delivery Time 30 Days ARO

TOTAL MATERIALS \$ 35,368<sup>00</sup>

\* Any other replacement materials other than listed above will be negotiated and authorized for use by the City.

TOTAL BASE BID: (Labor/Services & Materials) \$ 87,778<sup>00</sup>



III. ADDITIONAL ITEMS, IF NECESSARY \*\*\*\*

- A. Additional test pumping - \$ 335<sup>00</sup> per hour
- B. Bailing well - \$ 335<sup>00</sup> per hour
- C. 2/3 awg 5KV jacketed power cable  
Est. 800' @ \$ 26<sup>00</sup> /ft. \$ 20,800<sup>00</sup>
- D. Freight: Total cost to ship motor, if necessary, to qualified motor repair shop  
Destination TEXAS \$ 850<sup>00</sup>
- E. Replacement (new) Electric Motor  
Manufacturer SUNSTAR  
Price: \$ 73,151<sup>00</sup>  
Est. days 120 ~~150~~ ARO
- F. Rebuilt Electric Motor  
Manufacturer ALSTRA  
Price: \$ 42,880<sup>00</sup>  
Est. Days: 60 ARO
- G. Rebuild Existing Motor (include proposed service w/price)  
Est. Days: 60 ARO  
Price: \$ 24,706<sup>00</sup>
- H. Motor tear down and inspection service at qualified motor repair facility  
Price: \$ 1,215<sup>00</sup>

<b>Well No. 9</b>	<b>Layne-Western</b>	<b>Municipal Well &amp; Pump</b>	<b>Water Well Solutions</b>
Total Labor & Services	\$53,940.00	\$52,410.00	\$54,470.00
Total Replacement Materials	\$31,491.00	\$35,368.00	\$40,842.75
Addendum			
Labor & Services	\$5,110.00	included above	included above
Materials	\$1,170.00	included above	included above
<b>TOTAL</b>	<b>\$91,711.00</b>	<b>\$87,778.00</b>	<b>\$95,312.75</b>





Well No. 9

		Layne-Western	Municipal Well & Pump	Water Well Solutions
<b>LABOR AND SERVICES</b>				
A.	Mobilization of equipment to the site, pull pump to the surface, disassemble bowls and on-site micrometer check w/written report; measure total depth and static water level of the well.	\$11,800.00	\$13,000.00	\$9,997.00
B.	On-site field inspection of the Sunstar submersible motor. Including changing special oil.	\$2,250.00	\$1,610.00	\$2,913.00
C.	Hypotest the submersible cable.	\$690.00	\$1,450.00	\$500.00
D.	Transport pipe to designated area. Sandblast column pipe inside and out for inspection and reuse. Include price of sand in bin. EST. 800 ft.	\$9,600.00	\$8,000.00	\$8,200.00
E.	Apply epoxy coating to interior and exterior of reusable column pipe. Coating shall be NSF 61 and carry AWWA approval for potable water. EST. 800 ft.	\$10,000.00	\$8,960.00	\$15,360.00
F.	Rethreading ends of any damaged column pipe. EST. 15 ends.	\$1,350.00	\$1,065.00	\$1,575.00
G.	Reinstall pump and motor, test for minimum 2 hours and demobilization of equipment and site clean-up.	\$15,900.00	\$11,210.00	\$10,250.00
H.	T.V. Well Survey	\$1,550.00	\$2,320.00	\$1,250.00
I.	Remobilization cost if rig is pulled off job during repairs and must be brought back.	\$800.00	\$1,610.00	\$400.00
J.	*Addendum - Rebuild Bowl Assembly with new wear rings and bushings and reassemble EST. 35 hrs.	\$5,110.00	\$3,185.00	\$4,025.00
<b>TOTAL LABOR AND SERVICES</b>		<b>\$59,050.00</b>	<b>\$52,410.00</b>	<b>\$54,470.00</b>

<b>REPLACEMENT MATERIALS</b>				
A.	10", Schedule 40, T & C single random length line pipe with two (2) stainless steel set screws each coupling, epoxy paint coating applied to interior and exterior. EST 200 ft.	\$13,600.00	\$14,000.00	\$13,260.00
B.	Couplings - 10" 8V est. 5	\$730.00	\$930.00	\$940.00
C.	Submersible motor oil, 29 gallons.	\$841.00	\$899.00	\$877.25
D.	10" Lakewood check valves, 2.	\$2,680.00	\$3,080.00	\$3,100.00
E.	Miscellaneous - S.S. banding, HTH, splice materials, etc.	\$350.00	\$1,660.00	\$1,000.00
F.	Two (2) 1/4" plastic airlines rated for 1000 psi., 1600'	\$400.00	\$640.00	\$720.00
F.	Replacement Pump Bowl Assembly	\$12,890.00 (ITT-Goulds) 25 days	\$12,560.00 (American Marsh) 30 days	\$19,613.00 (ITT-Goulds) 28 days
G.	* Addendum - Bronze for wear rings and bowl bushings. EST. 130 lbs.	\$1,170.00	\$1,599.00	\$1,332.50
<b>TOTAL MATERIALS</b>		<b>\$32,661.00</b>	<b>\$35,368.00</b>	<b>\$40,842.75</b>

<b>TOTAL LABOR AND MATERIALS</b>		<b>\$91,711.00</b>	<b>\$87,778.00</b>	<b>\$95,312.75</b>
<b>TOTAL LABOR AND MATERIALS without Rebuild Bowl Assembly Addendum</b>		<b>\$85,431.00</b>	<b>\$82,994.00</b>	<b>\$89,955.25</b>

<b>ADDITIONAL ITEMS IF NECESSARY</b>				
A.	Additional test pumping.	\$355.00 per hour	\$335.00 per hour	\$315.00 per hour
B.	Bailing well	\$355.00 per hour	\$335.00 per hour	\$315.00 per hour
C.	2/3 awg 5KV jacketed power cable Est. 800'	\$14,720.00	\$20,800.00	\$13,560.00
D.	Freight: Total cost to ship motor, if necessary, to qualified motor repair shop.	\$625.00	\$850.00	\$1,725.00 (Sun-Star Electric)
E.	Replacement (new) electric motor	\$64,778.00 (Sun-Star) 120 days	\$73,151.00 (Sun-Star) 120 days	\$72,840.00 (type M) (Sun-Star) 115 days \$55,345.00 (type D) (Sun-Star )
F.	Rebuilt electric motor	na	\$42,880.00 (Alstra)	\$45,675.00 (Alstra)
G.	Rebuild existing motor (include proposed service w/price)	\$21,020.00 (28-50 days)	\$24,706.00 (60 days)	\$22,020.00 (50 days)
H.	Motor tear down and inspection service at qualified repair facility.	\$1,000.00	\$1,215.00	\$925.00



City of Batavia  
Pulling, Repairing and Reinstallation of Batavia Well #9 Pumping Components

**AGREEMENT**

THIS AGREEMENT, made this \_\_\_ day of \_\_\_\_\_, 2011 by and between the CITY OF BATAVIA, (hereinafter referred to as the "City"), and \_\_\_\_\_, (hereinafter referred to as the "Company), with regard to certain services in connection with the **Pulling, Repairing and Reinstallation of Batavia Well #9 Pumping Components 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, \_\_\_\_\_, also attached hereto Exhibit 2 and expressly made part hereof.
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.



City of Batavia  
Pulling, Repairing and Reinstallation of Batavia Well #9 Pumping Components

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 \$ \_\_\_\_\_.
  - 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



City of Batavia

Pulling, Repairing and Reinstallation of Batavia Well #9 Pumping Components

**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.



City of Batavia

Pulling, Repairing and Reinstallation of Batavia Well #9 Pumping Components

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 ay



City of Batavia  
Pulling, Repairing and Reinstallation of Batavia Well #9 Pumping Components

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:*

*with copy to:*

Attorney

*If to the City:*

City of Batavia  
Attention: City Clerk  
100 North Island Avenue  
Batavia, IL 60510

*with copies to:*

City of Batavia  
Attention: Water/Sewer Superintendent  
200 N Raddant Rd.  
Batavia, IL 60510

*and:*

City of Batavia  
Attention: City Attorney  
100 North Island Avenue  
Batavia, IL 60510



City of Batavia  
Pulling, Repairing and Reinstallation of Batavia Well #9 Pumping Components

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