

# CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

## INFRASTRUCTURE COMMITTEE

Thursday June 4, 2015  
7:00 P.M. – Committee Room A

### AGENDA

1. Call to Order, Roll Call, and Establishment of a Quorum
2. Approval of Minutes
  - A. Infrastructure Committee of May 7, 2015
3. Public Participation / Presentations
  - A. Wastewater Pretreatment Program Presentation and Discussion<sup>1</sup>
4. Items for Consent
  - A. Resolution No. 15-R-0031 – Contract Award – Layne Christensen Company, Inc. for Services Related to the Removal, Inspection, Repair, Installation, and Testing of the Well Assembly at the City's Well Station No. 7
  - B. Resolution No. 15-R-0032 – Intergovernmental Agreement with the State of Illinois Department of Transportation of Transportation Defining the City's Cost and Payment Obligations for Certain Roadway Improvements in Illinois Route 59 at Illinois Route 38 Access Ramps (Agreement No. JN-115-024)
  - C. Resolution No. 15-R-0033 - Contract Amendment No. 3 – Strand Associates, Inc., for Professional Engineering Construction Oversight Services for Well House No. 12
5. Items for Discussion
  - A. Illinois Route 38/Fabyan Parkway/Washington Street Intersection Improvement Project – Plote's Request to Commence Construction Activities at 6:00 A.M.
  - B. Cancel the July 2, 2015 Infrastructure Committee Meeting
6. Unfinished Business
7. New Business
8. Reports from Staff
9. Adjournment

<sup>1</sup> No agenda item summary included with packet

# CITY OF WEST CHICAGO

DRAFT

WHERE HISTORY & PROGRESS MEET  
MINUTES

## INFRASTRUCTURE COMMITTEE

May 7, 2015, 7:00 P.M.

**1. Call to Order, Roll Call, and Establishment of a Quorum.** Public Works Director Robert Flatter called the meeting to order at 7:00 P.M. Roll call found Aldermen James Beifuss, Sandra Dimas, Don Earley, Mark Edwalds, Al Hallett and Noreen Ligino-Kubinski present. Alderman John Smith was absent.

Also in attendance were Director of Public Works Robert Flatter and Executive Secretary Michelle Baldino.

**2. A. Selection of a Chairman.** Alderman Edwalds made a motion to elect Alderman James Beifuss as Chairman of the Infrastructure Committee, seconded by Alderman Ligino-Kubinski. Voting Yea: Aldermen Edwalds, Ligino-Kubinski, Beifuss, Dimas, Earley, and Hallett. Voting Nay: 0. Motion carried and Chairman Beifuss resumed the meeting.

**B. Selection of a Vice-Chairman.** Chairman Beifuss made a motion to elect Alderman John Smith as Vice-Chairman of the Infrastructure Committee, seconded by Alderman Dimas. Voting Yea: Aldermen Beifuss, Dimas, Edwalds, Earley, Hallett, and Ligino-Kubinski. Voting Nay: 0. Motion carried.

**3. Approval of Minutes**

**A. Infrastructure Committee Minutes of April 2, 2015.** Alderman Hallett made a motion, seconded by Alderman Edwalds to approve the Meeting Minutes of April 2, 2015. Voting Yea: Aldermen Hallett, Edwalds, Beifuss, Earley, Hallett and Ligino-Kubinski. Voting Nay: 0.

**4. Public Participation / Presentations.** At the request of Mr. Flatter, Executive Secretary Michelle Baldino read a letter from resident Marilyn Kroll addressed to Alderman Beifuss. The letter is attached as Exhibit A.

**5. Items for Consent.** Chairman Beifuss read the items for consent. Alderman Earley asked for discussion on item 5.D., and Chairman Beifuss asked for discussion on Items 5.E., and 5.F. Alderman Dimas made a motion, seconded by Alderman Hallett to approve:

**A. 2015 Asphalt Materials Procurement – DuPage County Joint Purchasing Program – Plote Construction, Inc.**

**B. Purchase One 2016 Ford F-250 4wd Pick-up Truck with Knapheide Utility Service Body, Tommy Gate Lift Gate, and Western Snow Plow from Zimmerman Ford of St. Charles, Illinois**

C. **Purchase Two 2016 Ford F-250 4wd Pick-up Trucks with Knapheide Utility Service Body from Zimmerman Ford of St. Charles, Illinois**

G. **Resolution No. 15-R-0028 – Contract Award – Construction Oversight Services for the Grit Removal System Equipment Replacement Project at the City's Regional Wastewater Treatment Plant**

H. **Resolution No. 15-R-0029 – Contract Award – Construction Oversight Services for the 2015 Sanitary Sewer Rehabilitation Project – Stage 2**

I. **Unleaded and Diesel Fuel Delivery – Authorize Purchase from Heritage FS, Inc., Wilmington, Illinois**

**Voting Yea: Aldermen Dimas, Hallett, Beifuss, Earley, Edwalds, and Ligino-Kubinski.  
Voting Nay: 0.**

6. **Items for Discussion.** Items for discussion include Consent Items 5.D., 5.E., and 5.F.

A. **(5.D.) Rejection of Bids – A. Eugene Rennels Bridge Rehabilitation Project.** Alderman Earley made a motion to approve, seconded by Alderman Dimas. Alderman Earley reminded Committee of previous discussion regarding the A. Eugene Rennels Bridge Rehabilitation Project by stating that it had already been decided that this project would take place over a two-year period to minimize the impact on the residents on the south side of the City. He asked staff what would be re-bid next year; the entire project or just part of it. Mr. Flatter stated that it has always been the intention to close the bridge from traffic for no more than thirty days for the deck work with the remaining work to be completed under controlled traffic. The focus was to complete the contract in July when school is not in session. He went on to say that the budget for this project was \$600,000.00 and the lowest bid received was \$1.2 million. Mr. Flatter stated that staff would separate out some of the work (including the railings and painting due to lack of response from bidders) and re-bid next year, similar to the way the Sanitary Sewer Rehabilitation Project was broken into two separate bids. He feels that by separating some of the work, the City will receive better pricing. **Voting Yea: Aldermen Earley, Dimas, Beifuss, Edwalds, Hallett, and Ligino-Kubinski. Voting Nay: 0.**

B. **(5.E.) Resolution No. 15-R-0026 – Contract Award – Wood Street Reconstruction Project.** Mr. Flatter reviewed the agenda item summary. He stated that this project is the priority for this year. He also explained the project was bid with additional items above what was submitted to DuPage County for funding. These include new street lights and new watermain. The lowest responsible bidder provided a bid that was over budget, but Mr. Flatter reviewed the need to complete the project with all necessary improvements. The amount over budget will be paid for using money from the A. Eugene Rennels Bridge Rehabilitation Project within the Capital Improvement Fund for this budget year.

**Alderman Dimas made a motion, seconded by Alderman Edwalds to approve Resolution No. 15-R-0026 authorizing a contract for the Wood Street Reconstruction Project. Voting Yea: Aldermen Dimas, Edwalds, Beifuss, Earley, Hallett and Ligino-Kubinski. Voting Nay: 0.**

C. **(5.F.) Resolution No. 15-R-0027 – Contract Award – Grit System Equipment Replacement Project at the City’s Regional Wastewater Treatment Plant. Alderman Dimas made a motion, seconded by Alderman Edwalds to approve Resolution No. 15-R-0027 authorizing a contract for the Grit System Equipment Replacement Project.** Mr. Flatter explained that grit removal is the first treatment process at the City’s Wastewater Treatment Plant. The original equipment dates back to 1986 and is in desperate need of repair. The City hired Clark Dietz, Inc. for design engineering and preparation of bid documents. The bid documents included five alternative bid items for consideration. Mr. Flatter reviewed the agenda item summary, including the alternatives that were bid and staff’s recommendation to move forward with the project to include bid alternate number 5 consisting of furnish and applying a structural coating on top of the portion of the grit tanks only. Mr. Flatter also explained why the lowest responsible contractor was able to lower his pricing by approximately \$110,000.00 after the bid opening. Chairman Beifuss stated that it makes sense to include the alternative, especially since the overall cost of the bid results was reduced by approximately \$110,000.00. Mr. Flatter stated that CH2M Hill/OMI will perform the other non-critical maintenance items over the next few years. **Voting Yea: Aldermen Dimas, Edwalds, Beifuss, Earley, Hallett and Ligino-Kubinski. Voting Nay: 0.**

**7. Unfinished Business.**

A. Mr. Flatter stated that at the April Infrastructure Committee meeting, staff was requested to supply information regarding the annual electricity charges for the City’s Wells, Lift Stations and Water Treatment Plant and a list of properties that are covered under the ComEd Franchise Agreement. Mr. Flatter handed out Exhibit B and reviewed the spreadsheet with Committee.

**8. New Business.**

A. Mr. Flatter presented the Committee with an April 3, 2014 Infrastructure Committee Agenda Item (An Engineering Services Study Related to a Nutrient Removal and Energy Savings Evaluation – Clark Dietz, Inc. (CDI)), (Exhibit C) and reminded them about the discussion regarding phosphorous limits that could be set by the Illinois Environmental Protection Agency (IEPA) on wastewater discharge into the Illinois waterways. He explained that every five years, the City must apply for a National Pollutant Discharge Elimination System (NPDES) permit which governs discharge limits. Mr. Flatter went on to explain that at this time, the City of West Chicago, along with all other agencies in DuPage County, is operating under an “expired” permit because the IEPA is in the process of changing the guidelines regarding nutrient limits.

Mr. Flatter said that the City of West Chicago is a member of the DuPage River Salt Creek Workgroup (DRSCW), which is a coalition of thirty-seven agencies, nineteen of which have wastewater treatment plants, environmental groups, consultants, and municipalities. Their focus is on water quality and cleanup of rivers and streams. The DRSCW approached and worked with the IEPA (instead of proposing phosphate limits) to create a list of special conditions as part of the NPDES permit process that must be completed over the next eight years (Exhibit D) at a cost to each participant based upon flow (Exhibit E). The total portion of program expense for West Chicago is estimated at \$933,945.00. Based upon the study performed by CDI, without extensive capital improvements to the City’s Wastewater Treatment

Plant, the best option is to chemically treat the discharge at a probable cost of approximately \$285,000 per year (Exhibit F). Therefore, Mr. Flatter stated that it would be in the City's best interest to participate with the DRSCW. At the end of the eight year period, it would cost the City \$933,945 to participate, or over \$2 million in chemical treatment.

Alderman Earley asked staff what gives them the right to demand this money and has the State set the limits yet on phosphorous and nitrogen? Mr. Flatter said that the City does not want to be considered "not environmentally friendly" by the IEPA, and the limits have not been set yet. Setting the limits is what they have been trying to do and will do when the next NPDES Permits are issued (expected in June 2015).

Mr. Flatter stated that there is money in the budget, and he would like to ask for permission to bring to City Council a Letter of Commitment, or a Memo of Understanding. The deadline for participation is June 15, 2015. He further stated that if all of the agencies listed on Exhibit E do not participate, West Chicago's portion could increase, but it is still the right thing to do.

Chairman Beifuss agreed that there is a definite cost savings by participating and Winfield has also agreed. The City cannot operate without an NPDES. He stated that it makes sense. **Alderman Dimas made a motion, seconded by Alderman Edwalds to direct staff to bring the Letter of Commitment, or Memo of Understanding to the City Council for approval. Voting Yea: Aldermen Dimas, Edwalds, Beifuss, Earley, Hallett, and Ligino-Kubinski. Voting Nay: 0.**

**9. Reports from Staff.** None.

**10. Adjournment.** At 7:52 P.M., Alderman Dimas made a motion to adjourn, seconded by Alderman Hallett. Motion was unanimously approved by voice vote.

Respectfully submitted,

Michelle Baldino  
Executive Secretary

There should be a variety  
of jobs to choose from  
not just street stupidity.  
Thanks in advance

Marilyn Kroll

Exhibit A.

Hi Ald. Beyliss,

May 6, 2015  
PM

Please read this  
note to the committee  
members tomorrow night.  
Keep in mind I'm still  
interested in changing the  
venue to the council chambers.  
Also, please let us know  
if there are any summer <sup>new</sup> ~~clean~~  
positions. ↑

Exhibit B

Annual Electricity Charges for Well Stations, Sanitary Lift Stations, and Water Treatment Plant

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Well Stations:	\$368,238.69	\$359,942.07	\$308,147.56	\$261,668.19	\$267,008.50
Sanitary Lift Stations:	\$66,517.15	\$68,690.10	\$45,708.29	\$47,580.20	\$50,261.07
Water Treatment Plant:	\$180,620.36	\$189,762.32	\$151,508.42	\$131,311.50	\$131,378.84
Annual Total:	\$615,376.20	\$618,394.49	\$505,364.27	\$440,559.89	\$448,648.41

Contract Terms and Rates:

May 2009 thru May 2012 - Exelon Energy Company - varied between \$0.0667/kWh & \$0.0864/kWh (price varied at each facility)  
 June 2012 thru May 2015 - Exelon Energy Company - \$0.04374/kWh.  
 June 2015 thru May 2017 - Dynegy Energy Services, LLC - \$0.05244/kWh.

Well Stations:

Well #3 - 320 Fremont St.  
 Well #4 - 320 E. Forest Ave.  
 Well #5 & #6 - 525 Industrial Dr.  
 Well #7 - 627 W. Hawthorne Ln.  
 Well #8 & #9 - 1255 Helena Dr.  
 Well #10 & #11 - 2290 Smith Rd.

Sanitary Lift Stations:

Lift Station #1 - 1450 S. Neilnor Blvd.  
 Lift Station #2 - 2551 Meadowlark Dr.  
 Lift Station #3 - 1435 W. Roosevelt Rd.  
 Lift Station #4 - 1689 Joliet St.  
 Lift Station #5 - 244 S. Neilnor Blvd.  
 Lift Station #6 - 1415 Prairie Ct.  
 Lift Station #7 - 410 Coolidge Ave.  
 Lift Station #8 - 1522 W. Hawthorne Ln.  
 Lift Station #9 - 1900 Powis Rd.  
 Lift Station #11 - 811 E. Hawthorne Ln.  
 Lift Station #12 - 842 Main St.  
 Lift Station #14 - 2201 Tower Rd.  
 Lift Station #15 - 699 Shingle Oak Dr.

Water Treatment Plant:

1400 W. Hawthorne Ln.

City Properties Covered by ComEd Franchise Agreement

City Hall - 475 Main St.  
 Police Station - 325 Spencer St.  
 Street Division - 135 W. Grandlake Blvd. (excluding heating)  
 Facilities Management - 509 Church St.  
 Fleet Maintenance - 412 Blakely St.  
 Sanitary Equipment Storage - 1300 W. Hawthorne Ln.  
 ESDA - 321 Main St.  
 Street Equipment Storage - 119 W. Washington St.  
 City Museum - 132 Main St.  
 Museum Storage - 128 W. McConnel Ave.  
 Cable Communications - 411 Main St. - Unit 1  
 Warning Siren - 4N230 Klein Rd.  
 Warning Siren - 811 W. Hawthorne Ln.  
 Warning Siren - 750 Ingaltion Ave.  
 Gallery 200 - 200 Main St. (all units)  
 Social Services - 461 Main St.  
 103 W. Washington St.  
 109 Chicago St.  
 328 High St.

## CITY OF WEST CHICAGO

Exhibit C

INFRASTRUCTURE COMMITTEE  
AGENDA ITEM SUMMARY

## ITEM TITLE:

Resolution No. 14-R-0019 – Contract Award – Clark Dietz, Inc. For Professional Engineering Services Related To A Nutrient Removal And Energy Savings Evaluation Study

AGENDA ITEM NUMBER: 4.C.

COMMITTEE AGENDA DATE: April 3, 2014

COUNCIL AGENDA DATE: April 7, 2014

STAFF REVIEW: Robert E. Flatter, P.E., Director of Public Works

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE \_\_\_\_\_

## ITEM SUMMARY:

In January of 2011, the City of West Chicago submitted to the Illinois Environmental Protection Agency (IEPA) its National Pollutant Discharge Elimination System (NPDES) renewal application for the City of West Chicago's Regional Wastewater Treatment Plant (WWTP); Permit No. IL0024369. As authorized by the Clean Water Act, the NPDES permit program controls water pollution by regulating point sources that discharge pollutants into waters of the United States. Water pollution degrades surface waters making them unsafe for drinking, fishing, swimming, and other activities. Industrial, municipal, and other facilities must obtain permits if their discharges go directly to surface waters and must renew its permit every five years.

As of the date of this writing, the IEPA has not issued the City a renewed NPDES permit and the City is currently operating under its 2006 NPDES permit. The City is not alone in this matter, as it is our understanding that the IEPA has elected to hold the renewal of all WWTP NPDES operating permits pending decisions on future nutrient limits to be imposed. Environmental organizations are continually pressuring the IEPA to impose new and stricter nutrient removal limitations on wastewater treatment plants.

One local environmental group, the DuPage River Salt Creek Workgroup (DRSCW), formed in 2005 in response to concerns about Total Maximum Daily Loads (TMDLs) being set for the East & West Branches of the DuPage River and Salt Creek, is made up of local communities, Publically Owned Treatment Works (POTWs) or WWTPs, and private environmental organizations. The DRSCW has been working to produce comprehensive data sets for local watersheds in order to determine and resolve priority stressors to local aquatic systems. The organization seeks to implement targeted watershed activities that resolve priority water way problems efficiently and cost effectively. DRSCW has proposed and plans on submitting draft special permit conditions and nutrient removal facility planning projects to the IEPA for approval. It is DRSCW's hope that implementation of its nutrient removal facility planning projects would eliminate or reduce the need for local communities or sanitary districts to upgrade its POTWs or WWTPs to comply with strict nitrogen and phosphorus limits likely to be imposed by the IEPA. DRSCW is asking DuPage County POTWs or WWTPs to annually fund its facility planning projects. West Chicago is being asked to pay in excess of \$60,000.00 annually for DRSCW's planning projects...many of which are not in the West Branch of the DuPage River, West Chicago's watershed.

As discussed at the March 6, 2014 Infrastructure Committee meeting, in anticipation of the pending nitrogen and phosphorus limits likely to be imposed on future NPDES permits, the City needs to gain an

## CITY OF WEST CHICAGO

understanding of improvements and costs that will be required at its WWTP. As a result, City staff approached Clark Dietz, Inc. (CDI) and requested a cost proposal to review and evaluate the WWTP current facilities and operations to determine potential improvements required for nitrogen and phosphorus removal. In addition, City staff also asked for CDI for a proposal to perform an energy savings and potential grant evaluation, concurrent with the nutrient removal evaluation. If nutrient removal alternatives are to be considered, energy savings, lifecycle cost, and payback periods should also be considered. The State of Illinois has many energy saving grant opportunities available to municipalities.

CDI's nutrient removal and energy savings evaluation proposal is for a not to exceed amount of \$39,805.00.

Although the Fiscal Year 2014 Sewer Fund budget (i.e., Sewer Plant Equipment Replacement Program), does not have money specifically budgeted for said study, adequate funds are available in the Sewer Fund to cover this expenditure.

### **ACTIONS PROPOSED:**

Approve Resolution No. 14-R-0019 authorizing the Mayor to execute a Contract with Clark Dietz, Inc. of Champaign, Illinois, for an amount not to exceed \$39,805.00, for professional engineering services related to a nutrient removal and energy savings evaluation study at the City's Regional Wastewater Treatment Plant.

### **COMMITTEE RECOMMENDATION:**

**RESOLUTION NO. 14-R-0019**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT  
WITH CLARK DIETZ, INC., FOR PROFESSIONAL ENGINEERING  
SERVICES RELATED TO A NUTRIENT REMOVAL AND ENERGY SAVINGS  
EVALUATION STUDY AT THE CITY'S REGIONAL WASTEWATER  
TREATMENT PLANT**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a Contract for Professional Engineering Services related to a nutrient removal and energy savings evaluation study at the City's Regional Wastewater Treatment Plant, between the City of West Chicago and Clark Dietz, Inc., for an amount not to exceed \$39,805.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 7<sup>th</sup> day of April, 2014.

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mayor Ruben Pineda

ATTEST:

\_\_\_\_\_  
City Clerk Nancy M. Smith

**Draft DuPage/Salt Creek Special Condition XX.**

1. The Permittee shall participate in the DuPage River Salt Creek Workgroup (DRSCW). The Permittee shall work with other watershed members of the DRSCW to determine the most cost effective means to remove dissolved oxygen (DO) and offensive condition impairments in the DRSCW watersheds.
2. The Permittee shall ensure that the following projects and activities set out in the DRSCW Implementation Plan (April 16, 2015), are completed (either by the permittee or through the DRSCW) by the schedule dates set forth below; and that the short term objectives are achieved for each by the time frames identified below:

<b>Project Name</b>	<b>Completion Date</b>	<b>Short Term Objectives</b>	<b>Long Term Objectives</b>
Oak Meadows Golf Course dam removal	December 31, 2016	Improve DO	Improve fish passage
Oak Meadows Golf Course stream restoration	December 31, 2017	Improve aquatic habitat (QHEI), reduce inputs of nutrients and sediment	Raise miBi
Fawell Dam Modification	December 31, 2018	Modify dam to allow fish passage	Raise fiBi upstream of structure
Spring Brook Restoration and dam removal	December 31, 2019	Improve aquatic habitat (QHEI), reduce inputs of nutrients and sediment	Raise miBi and fiBi
Fullersburg Woods dam modification concept plan development	December 31, 2016	Identify conceptual plan for dam modification and stream restoration	Build consensus among plan stakeholders
Fullersburg Woods dam modification	December 31, 2021	Improve DO, improve aquatic habitat (QHEI)	Raise miBi and fiBi
Fullersburg Woods dam modification area stream restoration	December 31, 2022	Improve aquatic habitat (QHEI), reduce inputs of nutrients and sediment	Raise miBi and fiBi
Southern West Branch Physical Enhancement	December 31, 2022	Improve aquatic habitat (QHEI)	Raise miBi and fiBi
Southern East Branch Stream Enhancement	December 31, 2023	Improve aquatic habitat (QHEI), reduce inputs of nutrients and sediment	Raise miBi and fiBi

QUAL 2K East Branch and Salt Creek	December 31, 2023	Collect new baseline data and update model	Quantify improvements in watershed. Identify next round of projects for years beyond 2024.
NPS Phosphorus Feasibility Analysis	December 31, 2021	Assess NPS performance from reductions leaf litter and street sweeping	Reduce NPS contributions to lowest practical levels

3. The Permittee shall participate in implementation of a watershed Chloride Reduction Program, either directly or through the DRSCW. The program shall work to decrease DRSCW watershed public agency chloride application rates used for winter road safety, with the objective of decreasing watershed chloride loading. The Permittee shall submit an annual report on the annual implementation of the program identifying the practices deployed, chloride application rates, estimated reductions achieved, analyses of watershed chloride loads, precipitation, air temperature conditions and relative performance compared to a baseline condition. The report shall be provided to the Agency by March 31 of each year reflecting the Chloride Abatement Program performance for the preceding year (example: 2015-16 winter season report shall be submitted no later than March 31, 2017). The Permittee may work cooperatively with the DRSCW to prepare a single annual progress report that is common among DRSCW permittees.
4. The Permittee shall submit an annual progress report on the projects listed in the table of paragraph 2 above to the Agency by March 31 of each year. The report shall include project implementation progress. The Permittee may work cooperatively with the DRSCW to prepare a single annual progress report that is common among DRSCW permittees.
5. The Permittee shall develop a written Phosphorus Discharge Optimization Plan. In developing the plan, the Permittee shall evaluate a range of measures for reducing phosphorus discharges from the treatment plant, including possible source reduction measures, operational improvements, and minor low cost facility modifications that will optimize reductions in phosphorus discharges from the wastewater treatment facility. The permittee's evaluation shall include, but not necessarily be limited to, an evaluation of the following optimization measures:
  - a. WWTF influent reduction measures.
    - i. Evaluate the phosphorus reduction potential of users.
    - ii. Determine which sources have the greatest opportunity for reducing phosphorus (e.g., industrial, commercial, institutional, municipal, and others).
      1. Determine whether known sources (e.g., restaurant and food preparation) can adopt phosphorus minimization and water conservation plans.
      2. Evaluate implementation of local limits on influent sources of excessive phosphorus.

b. WWTF effluent reduction measures.

- i. Reduce phosphorus discharges by optimizing existing treatment processes without causing non-compliance with permit effluent limitations or adversely impacting stream health.

1. Adjust the solids retention time for biological phosphorus removal.
2. Adjust aeration rates to reduce DO and promote biological phosphorus removal.
3. Change aeration settings in plug flow basins by turning off air or mixers at the inlet side of the basin system.
4. Minimize impact on recycle streams by improving aeration within holding tanks.
5. Adjust flow through existing basins to enhance biological nutrient removal.
6. Increase volatile fatty acids for biological phosphorus removal.

6. Within 24 months of the effective date of this permit, the Permittee shall finalize the written Phosphorus Discharge Optimization Evaluation Plan and submit it to IEPA. The plan shall include a schedule for implementing all of the evaluated optimization measures that can practically be implemented and include a report that explains the basis for rejecting any measure that was deemed impractical. The schedule for implementing all practical measures shall be no longer than 36 months after the effective date of this permit. The Permittee shall implement the measures set forth in the Phosphorus Discharge Optimization Plan in accordance with the schedule set forth in that Plan. The Permittee shall modify the Plan to address any comments that it receives from IEPA and shall implement the modified plan in accordance with the schedule therein.

Annual progress reports on the optimization of the existing treatment facilities shall be submitted to the Agency by March 31 of each year beginning 24 months from the effective date of the permit.

7. The Permittee shall, within 24 months of the effective date of this permit, complete a feasibility study that evaluates the timeframe, and construction and O & M costs of reducing phosphorus levels in its discharge to a level consistently meeting a limit of 1 mg/L, 0.5 mg/L and 0.1 mg/L utilizing a range of treatment technologies including, but not necessarily limited to, biological phosphorus removal, chemical precipitation, or a combination of the two. The study shall evaluate the construction and O & M costs of the different treatment technologies for these limits on a monthly, seasonal, and annual average basis. For each technology and each phosphorus discharge level evaluated, the study shall also evaluate the amount by which the Permittee's typical household annual sewer rates would increase if the Permittee constructed and operated the specific type of technology to achieve the specific phosphorus discharge level. Within 24 months of the effective date of this Permit, the Permittee shall submit to the Agency and the DRSCW a written report summarizing the results of the study.

8. Total phosphorus in the effluent shall be limited as follows:

- a. If the Permittee will use chemical precipitation to achieve the limit, the effluent limitation shall be 1.0 mg/L on a monthly average basis, effective 10 years after the effective date of this permit unless the Agency approves and reissues or modifies the permit to include an alternate phosphorus reduction program pursuant to paragraph c or d below that is fully implemented within 10 years of the effective date of this permit.
- b. If the Permittee will primarily use biological phosphorus removal to achieve the limit, the effluent limitation shall be 1.0 mg/L monthly average to be effective 11 years after the effective date of this permit unless the Agency approves and reissues or modifies the permit to include an alternate phosphorus reduction program pursuant to paragraph c or d below that is fully implemented within 11 years of the effective date of this permit.
- c. The Agency may modify this permit if the DRSCW has developed and implemented a trading program for POTWs in the DRSCW watersheds, providing for reallocation of allowed phosphorus loadings between two or more POTWs in the DRSCW watersheds, that delivers the same results of overall watershed phosphorus point-source reduction and loading anticipated from the uniform application of the applicable 1.0 mg/L monthly average effluent limitation among the POTW permits in the DRSCW watersheds and removes DO and offensive condition impairments and meet the applicable dissolved oxygen criteria in 35 IL Adm. Code 302.206 and the narrative offensive aquatic algae criteria in 35 IL Adm. Code 302.203.
- d. The Agency may modify this permit if the DRSCW has demonstrated and implemented an alternate means of reducing watershed phosphorus loading to a comparable result within the timeframe of the schedule of this condition and removes DO and offensive condition impairments and meet the applicable dissolved oxygen criteria in 35 IL Adm. Code 302.206 and the narrative offensive aquatic algae criteria in 35 IL Adm. Code 302.203.

9. The Permittee shall monitor the wastewater effluent, consistent with the monitoring requirements on Page 2 of this permit, for total phosphorus, dissolved phosphorus, nitrate/nitrite, total Kjeldahl nitrogen (TKN), ammonia, total nitrogen (calculated), alkalinity and temperature at least once a month. The Permittee shall monitor the wastewater influent for total phosphorus and total nitrogen at least once a month. The results shall be submitted on NetDMRs to the Agency unless otherwise specified by the Agency.
10. The Permittee shall submit a Nutrient Implementation Plan (NIP) for the DRSCW watersheds that identifies phosphorus input reductions by point source discharges, non-point source discharges and other measures necessary to remove DO and offensive condition impairments and meet the applicable dissolved oxygen criteria in 35 IL Adm. Code 302.206 and the narrative offensive aquatic algae criteria in 35 IL Adm. Code 302.203. The NIP shall also include a schedule for implementation of the phosphorus input reductions and other measures. The Permittee may work cooperatively with the DRSCW to prepare a single NIP that is common among DRSCW permittees. The NIP shall be submitted to the Agency by December 31, 2023.

DuPage River Salt Creek Workgroup			TABLE 1		
Proposed Dues and Assessments			EIGHT YEAR PROGRAM TOTALS		
Summary by Eight Year Period			FY 15-16 THROUGH FY 22-23		
February 16, 2015					
	Total	Total		Project	
	Tributary	POTW	Annual	Funding	Total
	Acreage	MGD	Dues	Amounts	Amount
<b>Current Agency members</b>					
Addison	6,053	8.50	\$169,297	\$852,591	\$1,021,888
Arlington Heights	895		6,949	0	6,949
Bartlett	3,765	3.68	80,756	369,122	449,878
Bensenville	1,575	4.70	84,712	471,432	556,144
Bloomington	4,413	3.45	80,714	346,051	426,765
Bolingbrook	130	5.04	82,076	505,536	587,612
Carol Stream	5,908	5.40	119,681	541,646	661,327
Clarendon Hills	446		4,466	0	4,466
Downers Grove	9,162		52,641	0	52,641
Downers Grove SD		11.00	175,203	1,103,353	1,278,556
DuPage County	46,189	12.50	454,115	1,253,810	1,707,925
Elmhurst	6,504	8.00	163,915	802,439	966,354
Glen Ellyn	4,274		25,626	0	25,626
Glenbard WW Authority		16.02	254,245	1,606,883	1,861,128
Glendale Heights	3,450	5.26	103,892	527,604	631,496
Hanover Park	4,251	2.42	63,602	242,739	306,341
Hinsdale	537		4,970	0	4,970
Hoffman Estates	3,581		21,797	0	21,797
Itasca	3,187	2.60	60,556	260,792	321,348
Lisle	4,303		25,785	0	25,785
Lombard	6,318		36,923	0	36,923
MWRDGC	16,251	42.00	753,131	4,212,805	4,965,936
Naperville	12,882		73,204	0	73,204
Northlake	1,728		11,551	0	11,551
Oakbrook Terrace	923		7,104	0	7,104
Roselle	3,385	3.40	74,249	341,037	415,286
Salt Creek SD		3.30	53,960	331,006	384,966
Schaumburg	10,532		60,217	0	60,217
Villa Park	3,039		18,799	0	18,799
Warrenville	3,571		21,739	0	21,739
West Chicago	8,199	7.64	167,617	766,328	933,945
Westmont	2,465		15,625	0	15,625
Wheaton	7,276		42,218	0	42,218
Wheaton SD		8.90	142,138	892,713	1,034,851
Winfield	1,645		11,093	0	11,093
Wood Dale	2,095	3.10	62,391	310,944	373,335
Woodridge	3,426		20,939	0	20,939
Subtotals	192,358	156.91	\$3,607,896	\$15,738,831	\$19,346,727
<b>Potential Agency members</b>					
Subtotals	31,136	0	\$220,154	\$0	\$220,154
Grand Totals	223,494	156.91	\$3,828,050	\$15,738,831	\$19,566,881
<b>Proposed Project Funding</b>					
Assessments				\$15,738,831	
Local matches				\$10,492,557	
Total Project Funding				\$26,231,388	

## Robert Flatter

**From:** Terrence K. Boyer <Terrence.Boyer@clarkdietz.com>  
**Sent:** Friday, February 13, 2015 9:46 AM  
**To:** Robert Flatter  
**Subject:** Fwd: West Chicago DRSCW fees

Sent from my iPhone

Begin forwarded message:

**From:** "Andrea W. Bretl" <[Andrea.Bretl@clarkdietz.com](mailto:Andrea.Bretl@clarkdietz.com)>  
**Date:** February 13, 2015 at 9:42:58 AM CST  
**To:** "Terrence K. Boyer" <[Terrence.Boyer@clarkdietz.com](mailto:Terrence.Boyer@clarkdietz.com)>  
**Subject:** RE: West Chicago DRSCW fees

Terry – Here is the new Table based on the Feb 11, 2015 memo. I've also corrected the table in the original email below. Note: they've switched the way they calculate "Dues Total" to include the "New Staffing Assessment", which was not the case in the previous case. Values for each year through FY 21-22 are the same in both.

		Dues Fixed Component	Dues Acreage Component	Dues WTP Component	New Staffing Assessment	Dues Total	New Project Assessment	Total Dues and Assessments
Table 3	FY 15-16	\$225	\$4,129	\$10,960	\$3,535	\$18,849	\$43,821	\$62,670
Table 4	FY 16-17	\$232	\$4,253	\$11,289	\$3,641	\$19,415	\$45,136	\$64,551
Table 5	FY 17-18	\$239	\$4,381	\$11,628	\$3,750	\$19,998	\$73,840	\$93,838
Table 6	FY 18-19	\$246	\$4,512	\$11,977	\$3,863	\$20,598	\$76,056	\$96,654
Table 7	FY 19-20	\$253	\$4,647	\$12,336	\$3,979	\$21,215	\$126,081	\$147,296
Table 8	FY 20-21	\$261	\$4,787	\$12,706	\$4,098	\$21,852	\$129,863	\$151,715
Table 9	FY 21-22	\$269	\$4,930	\$13,087	\$4,221	\$22,507	\$133,759	\$156,266
Table 10	FY 21-23	\$277	\$5,078	\$13,480	\$4,348	\$23,183	\$137,772	\$160,955
Total					\$31,435	\$167,617	\$766,328	\$933,945

Andrea W. Bretl, P.E.

**From:** Terrence K. Boyer <Terrence.Boyer@clarkdietz.com>  
**Sent:** Friday, February 13, 2015 9:23 AM  
**To:** Robert Flatter  
**Subject:** Fwd: West Chicago Chemical

Sent from my iPhone

Begin forwarded message:

**From:** "Andrea W. Bretl" <[Andrea.Bretl@clarkdietz.com](mailto:Andrea.Bretl@clarkdietz.com)>  
**Date:** February 13, 2015 at 9:22:10 AM CST  
**To:** "Terrence K. Boyer" <[Terrence.Boyer@clarkdietz.com](mailto:Terrence.Boyer@clarkdietz.com)>  
**Subject:** West Chicago Chemical

Terry:

This is the table from the report for chemical use:

		Likely Effluent Requirement	Lower Limit	Strictest Limit
<b>Target Effluent TP</b>	<b>mg/l</b>	<b>1.0</b>	<b>0.5</b>	<b>0.1</b>
Current average flow rate	mgd	5.31	5.31	5.31
Required Effluent Soluble P	mg/l	0.9	0.4	0
Chemical TP Removal	mg/l	2.6	3.1	3.5
Molar Fe/P Dose	mol/mol	4	6	7
Ferric Dose	mg/l	10.4	18.6	24.5
Ferric Chloride Dose	lb/day	461	824	1085
Ferric Chloride Dose	lb/day	1,338	2,394	3,153
Ferric Chloride Demand	gpd	314	562	741
Annual Demand	gal/year	114,800	205,300	270,400
Storage Volume	gallons	3,000	6,000	7,000
<b>Annual Costs</b>		<b>\$ 285,439</b>	<b>\$ 510,458</b>	<b>\$ 672,323</b>

Capital costs would be around \$100,000 – assuming that a new building or significant modifications for an existing building would not be required.

Assuming 3% annual increases in costs – for a 7 year term, the present worth is \$2,290,000; for an 8 year term, the present value is \$2,640,000.

-Andrea

**Andrea W. Bretl, P.E.**  
 Clark Dietz, Inc. - Engineers

## CITY OF WEST CHICAGO

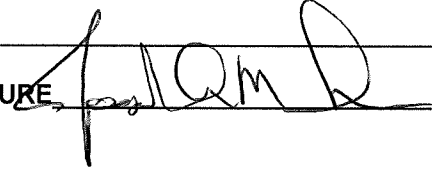
### INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 15-R-0031 – Contract Award – Layne Christiansen Company, Inc. for Services Related to the Removal, Inspection, Repair, Installation, and Testing of the Well Assembly at the City's Well Station No. 7

**AGENDA ITEM NUMBER:**4. A.**COMMITTEE AGENDA DATE:** June 4, 2015**COUNCIL AGENDA DATE:** June 15, 2015

**STAFF REVIEW:** Joseph A. Munder, Water Treatment Plant Superintendent

**SIGNATURE****SIGNATURE**

**APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman

**ITEM SUMMARY:**

Well Station No. 7, the shallow well located at 627 Hawthorne Lane, was originally installed in May 1983 by Layne-Western Company, Inc. of Aurora Illinois, with a Byron Jackson 75 HP pump with an all bronze bowl assembly and Byron Jackson Type H (mercury sealed) submersible motor set to a depth of 250 feet with six inch schedule 40 T&C coated column pipe. In 1988 the well was serviced by Layne-Western and the well assembly was reinstalled at a depth of 290 feet. The well was again serviced in 1992 and was last serviced in 2006 by Layne-Western Company, Inc.

During April of 2015, the pump output from Well Station No. 7 demonstrated uncharacteristic instability. Layne Christiansen Company, Inc. (formerly Layne-Western Company) of Aurora, Illinois was called to the site to perform an initial investigation. Layne Christiansen's testing determined that there is a probable perforation (hole) in the column pipe (i.e., piping that connects the pump to the raw water supply main) allowing water to recirculate back into the well.

At staff's request, Layne Christiansen proffered a quotation to remove the well assembly, perform all necessary inspection and repair services to the assembly, replace the failed sections of the column pipe, inspect the well hole, and to return the well to service. Layne Christiansen's quotation includes pricing to pull and inspect the well assembly, and perform a television survey of the well hole. Price estimates have also been provided for some additional typical repairs that may be necessary once the well assembly is removed from the ground and inspected (see attached). Taking a best guess approach based on past experiences with this and other well station repairs, staff estimates a repair budget of \$40,000.00 (this amount should also cover any unexpected and unforeseen expenses should they arise while making the repairs and/or during installation and testing).

Layne Christiansen Company, Inc. is the local exclusive distributor for Byron Jackson motors and pumps in our region and Layne employs factory-certified servicemen to complete the several-step procedure to properly service the motor.

Presently Well Station No. 3 is out of service being repaired by Water Well Solutions Illinois Division, LLC. In addition, Well Station No. 12 continues to experience construction delays and as of the date of this writing is not operational. With production demands likely to increase over the next few months, staff continues to be concerned with their ability to meet production demands without all well stations

## CITY OF WEST CHICAGO

operational. Therefore, getting Well Station No. 7 back on line as soon as possible is staff's recommendation. To accomplish this, staff recommends that City Council authorize the Mayor to execute a contract with Layne Christiansen Company, Inc. of Aurora, Illinois, for an amount not to exceed \$40,000.00, to perform any and all necessary repairs to Well Station No. 7.

Sufficient funds are available in the Water Fund (06-34-47-4420) to cover this expense.

### **ACTIONS PROPOSED:**

Approve Resolution No. 15-R-0031 authorizing the Mayor City Council approval for the Mayor to award a contract to Layne Christiansen Company of Aurora, Illinois, for an amount not to exceed \$40,000.00, for services related to the removal, inspection, repair, installation, and testing of the well and well assembly at the City's Well Station No. 7.

### **COMMITTEE RECOMMENDATION:**

**RESOLUTION NO. 15-R-0031**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A CONTRACT AGREEMENT WITH LAYNE CHRISTENSEN COMPANY  
FOR SERVICES RELATED TO THE REMOVAL, INSPECTION, REPAIR,  
INSTALLATION, AND TESTING OF THE WELL ASSEMBLY  
AT THE CITY'S WELL STATION NO. 7**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a Contract Agreement for Services related to the removal, inspection, repair, installation, and testing of the Well Assembly at the City's Well Station No. 7, between the City of West Chicago and Layne Christensen Company, for an amount not to exceed \$40,000.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 15<sup>th</sup> day of June, 2015.

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mayor Ruben Pineda

ATTEST:

\_\_\_\_\_  
City Clerk Nancy M. Smith



May 7, 2015

City of West Chicago  
ATTN: Mr. Joseph Munder  
P.O. Box 488  
475 W. Main Street  
West Chicago, IL 60185

**RE: Shallow Well No. 7  
Byron Jackson Pump No. 826-M-0312**

Dear Mr. Munder:

We are pleased to submit our proposal for the pulling and inspection of the 75 HP Byron Jackson Type H submersible pump installed in your Well No. 7, along with some of the possible repairs.

From our recent troubleshooting visit, we observed the following:

- The 75 HP Type H Byron Jackson motor megged 84.4 megohms, which is typically considered a bit low (but still acceptable for a used motor), but actually higher than the 30 megohms when Layne repaired this pump last in 2006.
- Operating into the system at 20 psi discharge pressure, the pump was producing 684 gpm with a pumping level of 168 feet (static water level = 82 feet).

*(After our April, 2006 repair, the pump was producing 720 gpm at 30 psi with a pumping level of 205 feet.)*

- The shutoff head was measured at 85 psi.

The above operating points plot significantly off the Byron Jackson bowl assembly pump performance curve, and with the near normal amperage draw and higher pumping level, we are suspecting a hole in the column pipe, allowing water to recirculate back into the well.

A pump repair of this type is normally performed on a time and material basis with charges for labor and equipment per the attached Work Order Form. With this set-up, we would utilize a Small Pump Service Rig and crew of 2 Men.

## **WATER RESOURCES**

Our estimate for the pulling and inspection costs, as well as the desired well television survey, is:

▪ Small Pump Service Rig and 2 Man Crew – Set up, pull, and haul pump to our Aurora, IL yard(approx. 2 days)	\$5,500.00 - \$6,500.00
▪ Television survey of well, lump sum	\$1,475.00
▪ Sandblast 6" T&C pipe for inspection, EST. 4 hrs. @ \$339/hr.	\$1,356.00
▪ Disassemble & inspect all bronze bowl, EST 6 hrs. @ \$169/hr.	\$1,014.00
<b>TOTAL ESTIMATED COST</b>	<b>\$9,345.00 - \$10,345.00</b>

As we suspect a hole in the pipe, we will need to be very careful in case the recirculation point is at a pipe connection. A complete separation is possible, which would mean the lower portion of the pump would drop into the bottom of the well. There are no means to avoid this possible occurrence, but we would plan to be very careful. Our time estimates for labor are based on being able to pull the pump in a normal fashion.

Once the pump has been pulled and inspected, we can provide updated repair cost estimates before proceeding with any additional work. For your review now, some of the additional repair costs that may or may not be necessary are:

▪ Complete, routine servicing of Byron Jackson Type H motor, est.	\$2,475.00
▪ Rebuild the 7 stage all bronze bowl assembly	\$5,875.00
▪ New 6" T&C prime steel line pipe	\$22.40/ft.
▪ Epoxy coating of pipe, in & out	\$24.00/ft.
▪ Small Pump Service Rig and 2 Man Crew – Load & remob to site; prep BJ motor; reinstall & test pump, & demob (based on 3 days)	\$7,500.00 - \$8,500.00

We must also remind you and the City that the 75 HP Byron Jackson Type H submersible motor is equipped with the very successful and unique mercury seal. Our work would include utilization of a Byron Jackson factory-authorized serviceman to complete the several-step procedure at the well site to properly service the motor. The mercury motor seal should be balanced, along with the seal and motor can dewatered in accordance with our exclusive procedure. This will allow the motor to be put in a proper shipping position with the mercury seal secured and will minimize the potential for water entering the windings, which would result in damage to the motor. This servicing would be done outside the well by utilizing a sealed motor service containment module that is transported to the project site to meet the July 1, 2012 IEPA guidelines. To our knowledge, Layne is the only contractor in the country that is currently utilizing this equipment, and of course, **only Layne employs factory-certified servicemen.**

We appreciate the opportunity to submit this proposal and hopefully it meets your favorable response. If you have any questions, please don't hesitate to contact us.

Yours very truly,

Thomas P. Healy

Thomas P. Healy, P.E.

Manager of Projects

Layne Christensen Company

Michael McDonald

Michael McDonald

Account Manager

Layne Christensen Company

TPH/mcw

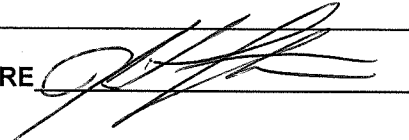


## CITY OF WEST CHICAGO

### INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 15-R-0032 – Intergovernmental Agreement with the State Of Illinois Department of Transportation Defining the City's Cost and Payment Obligations for Certain Roadway Improvements on Illinois Route 59 at Illinois Route 38 Access Ramps (Agreement No. JN-115-024)

**AGENDA ITEM NUMBER:**4.B.**COMMITTEE AGENDA DATE:** June 4, 2015**COUNCIL AGENDA DATE:** June 15, 2015**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE****APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE****ITEM SUMMARY:**

In July 2015 the State of Illinois Department of Transportation (IDOT) will open bids for improvements on Illinois Route 59 at the Illinois Route 38 access ramps (i.e., Michael Browning Way and Dayton Avenue). The general scope of work for this project consists of widening (i.e., adding turn lanes) and resurfacing. The project also includes drainage improvements, traffic signal installation/upgrades, thermoplastic pavement markings, and any incidental and collateral work necessary to complete the project in accordance with the project plans and specifications. Construction activities are anticipated to commence in October 2015.

Prior to the contract award, IDOT needs the City to execute an Intergovernmental Agreement that acknowledges and approves of the project, and that defines the City's cost and payment obligations for certain improvements being completed by IDOT. For the referenced project, IDOT is asking the City to pay the actual costs to modernize (upgrade) the traffic signal Emergency Vehicle Pre-emption System at the intersection of Illinois Route 59 & Michael Browning Way and Illinois Route 59 & Dayton Avenue, estimated at \$16,100.00; and the actual costs to relocate a City fire hydrant, estimated at \$4,025.00. It should be noted that although the total Agreement references an amount of \$20,125.00, there is a notation in the Agreement that final costs will be determined by multiplying the percentages referenced above by the final quantities times the actual contract unit prices plus a fifteen percent (15%) markup for construction oversight and engineering design services.

The attached Intergovernmental Agreement as prepared by IDOT is in substantially the same form as previous Agreements approved by the City.

**ACTIONS PROPOSED:**

Approve Resolution No. 15-R-0032 authorizing the Mayor to execute an Intergovernmental Agreement with the State of Illinois Department of Transportation defining the City's cost and payment obligation for certain roadway improvements on Illinois Route 59 at Illinois Route 38 access ramps (Agreement No. JN-115-024).

**COMMITTEE RECOMMENDATION:**

**RESOLUTION NO. 15-R-0031**

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE  
A CERTAIN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WEST  
CHICAGO AND THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION –  
IMPROVEMENTS ON ILLINOIS ROUTE 59 (NELTNOR BOULEVARD) AT ILLINOIS  
ROUTE 38 (ROOSEVELT ROAD) ACCESS RAMPS  
(DAYTON AVENUE AND BROWNING WAY)

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session  
assembled, that the Mayor is hereby authorized to execute a certain Intergovernmental  
Agreement between the City of West Chicago and the State of Illinois, Department of  
Transportation, in substantially the form attached hereto and incorporated herein, said  
Intergovernmental Agreement providing for certain improvements to Illinois Route 59 (Neltnor  
Boulevard) at Illinois Route 38 (Roosevelt Road) access ramps (Dayton Avenue and Michael  
Browning Way).

BE IT FURTHER RESOLVED that the City hereby confirms that it has appropriated  
sufficient funds to pay for its share of the cost of the improvements due in the current fiscal year,  
and acknowledges that it is obligated to duly appropriate sufficient funds to pay its share of the  
cost of the improvements as they become due in subsequent fiscal years.

APPROVED this 15<sup>th</sup> day of June 2015

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

FAP Route 338  
State Section: 112N-3  
County: DuPage  
Job No. : C-91-541-12  
Agreement No.: JN-115-024  
Contract No.: 60V32

## AGREEMENT

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ A.D.,  
by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT  
OF TRANSPORTATION hereinafter called the STATE, and the CITY OF WEST  
CHICAGO of the State of Illinois, hereinafter called the CITY.

## WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and ensure safety  
to the motoring public, is desirous of improving approximately 2,550 lineal feet of  
Illinois Route 59 at (Location 1) Illinois Route 38 (North Ramps) at (Location 2) at  
Illinois Route 38 (South Ramp), State Job No.: C-91-541-12, State Contract No.:  
60V32, State Section No.: 112N-3, City of West Chicago by widening, and adding a  
right turn lane as follows:

The general scope of work for this improvement consists of traffic signal  
modernization and the installation of dedicated right turn as well as left turn lanes on  
eastbound Browning Way and westbound Dayton Avenue. These dedicated turn  
lanes will be achieved by removing the curbed median and restriping the pavement.  
The proposed improvement also includes widening the pavement to accommodate a

dedicated northbound right turn lane on Illinois Route 59 at Dayton Avenue by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to the CITY residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.
2. The STATE agrees to pay for all right of way, construction and engineering cost subject to reimbursement by the CITY, as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A.
4. The CITY has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as "Exhibit B and made a part hereof.

5. The CITY further agrees that upon award of the contract for this improvement, the CITY will pay to the STATE in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs.
6. The CITY further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in "Exhibit B" proves to be insufficient, to cover said cost.
7. The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers constructed as a part of this improvement, a copy of which is attached hereto as "Exhibit C.
8. Prior to the STATE advertising for the work proposed hereunder, the disposition of encroachments will be cooperatively resolved with representatives from the CITY and the STATE.
9. The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, relative to the disposition of

encroachments and prohibiting in the future, any new encroachments within the limits of the improvements, a copy of which is attached as "Exhibit D".

10. The CITY has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.
11. The CITY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along Illinois Route 59 without the consent of the STATE.
12. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE, according to or limited to such legal rights as may have been reserved to the CITY in the original franchise document.
13. The CITY agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE, provided that the CITY's utilities are not located within a dedicated easement, in which case, the STATE shall be required to compensate the CITY for its expense to relocate or adjust its utilities.

14. All CITY owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 Ill. Adm. Code 530).
15. The CITY agrees to obtain from the STATE an approved permit for any CITY owned utility relocated/adjusted as part of this improvement, and shall abide by all conditions set forth therein.
16. Upon final field inspection of the improvement and so long as Illinois Route 59 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the median, the through traffic lanes, the left-turn lanes and right turn lanes, and the curb and gutter, stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.
17. Upon final field inspection of the improvement, the CITY agrees to maintain or cause to be maintained those CITY owned utilities including appurtenances thereto. The maintenance, repair and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforescribed responsibilities shall be that of the STATE.

The CITY further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of

Illinois Route 59. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the CITY unless there is an agreement specifying different responsibilities

18. Upon acceptance by the STATE of the traffic signal work included herein the responsibility for maintenance and energy shall continue to be as outline in the Master Agreement executed by the STATE and the CITY on January 26, 2012, for the term of July 1, 2011 through June 30, 2021.

19. Upon acceptance by the STATE of the traffic signal work included herein, the financial responsibility for the maintenance and electrical energy charges for the operation of the traffic signals shall be proportioned as follows:

<u>Intersection</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
Illinois Route 59 @ Dayton Avenue		
STATE Share	(100)%	(100)%
CITY Share	( 0 )%	( 0 )%

<u>Intersection</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
Illinois Route 59 @ Browning Way		
STATE Share	(100)%	(100)%
CITY ,Share	( 0 )%	( 0 )%

It is mutually agreed that the actual traffic signal maintenance will be performed by the STATE either with its own forces or through an ongoing contractual agreement. It is further agreed that all cost for maintenance of the "Emergency Vehicle Pre-emption System" equipment shall be the CITY's.

20. The STATE's Electrical Maintenance Contractor shall maintain the "Emergency Vehicle Pre-Emption System" equipment, located at the traffic signal modernization to be maintained by the STATE. The STATE's Electrical Maintenance Contractor shall invoice the CITY, with supporting documentation for the actual costs incurred related to the maintenance costs related to the maintenance of the "Emergency Vehicle Pre-Emption System" equipment. The CITY shall maintain the emitters and associated appurtenances at its own expense. The emitters shall be maintained and tested by the CITY in accordance with the recommendations of the manufacturer. Upon receipt, review and acceptance of an itemized invoice and supporting documentation, the CITY agrees to pay the STATE's Electrical Contractor the amount of the invoice.
21. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signals included herein which requires modernization or reconstruction to said traffic signals then the CITY agrees to be financially responsible for its share of the traffic signals and all costs to relocate or reconstruct the emergency vehicle pre-emption equipment in conjunction with the STATE's proposed improvement.
22. It is mutually agreed that the STATE's Electrical Maintenance Contractor will send to the CITY an itemized invoice covering the actual cost for the maintenance of the "Emergency Vehicle Pre-Emption System" equipment during the preceding period. Upon receipt of said invoice, the CITY agrees to pay the

STATE's Electrical Maintenance Contractor the amount of the invoice by certified check.

23. Under penalties of perjury, the CITY certifies that its correct Federal Tax

Identification number is \_\_\_\_\_ and it is  
doing business as a GOVERNMENTAL ENTITY, whose mailing address is

\_\_\_\_\_

Obligations of the STATE and the CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

CITY OF WEST CHICAGO

By: \_\_\_\_\_  
(Signature)

Attest:

\_\_\_\_\_  
Clerk

(SEAL)

By: \_\_\_\_\_  
(Print or Type)

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

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

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
John Fortmann, P.E.  
Deputy Director of Highways,  
Region One Engineer

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

Job No. : C-91-541-12  
Agreement No.: JN-115-024

## PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of Illinois Route 59 known as FAP Route 338, State Section: 112N-3, the CITY agrees to that portion of the plans and specifications relative to the CITY's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

Approved \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Contract 60V32 EXHIBIT A ESTIMATE OF COST & PARTICIPATION						
Type of Work	FEDERAL		STATE		CITY OF WEST CHICAGO	
	\$	%	\$	%	\$	%
All roadway work excluding the following:	\$240,000	80%	\$60,000	20%		N/A%
P&C Engineering	\$36,000	80%	\$9,000	20%		N/A%
<b>TRAFFIC SIGNALS</b>						
Illinois Route 59 at Browning Way	\$240,000	80%	\$60,000	20%		
P&C Engineering (15%)	\$36,000	80%	\$9,000	20%		
Emergency Vehicle Pre-emption		N/A%		N/A%	\$7,000	100%
P&C Engineering (15%)		N/A%		N/A%	\$1,050	100%
Illinois Route 59 at Dayton Avenue	\$240,000	80%	\$60,000	20%		
P&C Engineering (15%)	\$36,000	80%	\$9,000	20%		
Emergency Vehicle Pre-emption		N/A%		N/A%	\$7,000	100%
P&C Engineering (15%)		N/A%		N/A%	\$1,050	100%
<b>OTHER WORK</b>						
Relocation of Utilities		N/A%			\$3,500	100%
P&C Engineering (15%)		N/A%			\$525	100%
<b>TOTAL</b>	<b>\$828,000</b>		<b>\$207,000</b>		<b>\$20,125</b>	<b>\$1,055,125</b>

Note: The Village's participation shall be predicated upon the percentages shown above for the specified work. The Village's final costs shall be determined by multiplying the final quantities times contract unit prices, plus 15% for preliminary and construction engineering.

"Exhibit B"  
FUNDING RESOLUTION

WHEREAS, the CITY OF WEST CHICAGO has entered into an AGREEMENT with the STATE OF ILLINOIS for the improvement of Illinois Route 59 , known as State Section: 112N-3 and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the CITYto appropriate sufficient funds to pay its share of the cost of said improvement.

NOW THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of Twenty Thousand One Hundred Twenty-five dollars (\$20,125) or so much thereof as may be necessary, from any money now or hereinafter allotted to the CITY to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the CITY will pay to the STATE in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation in a lump sum, upon completion of the project based on final costs. this AGREEMENT has been paid.

BE IT FURTHER RESOLVED, that the CITY agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient, to cover said cost.

STATE OF ILLINOIS     )  
COUNTY OF COOK     )

I, \_\_\_\_\_, City Clerk in and for the \_\_\_\_\_ of \_\_\_\_\_ hereby certify the foregoing to be a true perfect and complete copy of the resolution adopted by the \_\_\_\_\_ at a meeting on \_\_\_\_\_, 20\_\_\_\_A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_A.D.

\_\_\_\_\_

Clerk

(SEAL)

EXHIBIT C  
ORDINANCE PROHIBITING THE DISCHARGE  
OF SANITARY AND INDUSTRIAL WASTE INTO  
ANY STORM SEWER OR DRAINAGE FACILITY  
CONSTRUCTED AS A PART OF THE  
\_\_\_\_\_ IMPROVEMENT

WHEREAS, the State of Illinois acting by and through its Department of Transportation, is desirous of improving the \_\_\_\_\_ Road between \_\_\_\_\_ and \_\_\_\_\_ in the \_\_\_\_\_ of \_\_\_\_\_; and

WHEREAS, said project includes the installation of storm sewers and drainage facilities; and

WHEREAS, a portion of the project runs through the \_\_\_\_\_ of \_\_\_\_\_ including the installation of storm drains and drainage facilities;

BE IT ORDAINED BY THE \_\_\_\_\_ COUNCIL OF THE \_\_\_\_\_ OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ STATE OF ILLINOIS, as follows:

Section 1. No person, firm, corporation or other entity shall discharge any sanitary waste or industrial waste water into any storm sewer or drainage facility constructed as part of the \_\_\_\_\_ improvement, said limits of improvement being between \_\_\_\_\_ and \_\_\_\_\_, and a portion of which passes through the \_\_\_\_\_ of \_\_\_\_\_.

Section 2. The \_\_\_\_\_ Clerk of the \_\_\_\_\_ of \_\_\_\_\_ is authorized and directed to attach a copy of this Ordinance to the agreement dated \_\_\_\_\_, 20 \_\_\_\_\_, by and between the State of Illinois and the \_\_\_\_\_ of \_\_\_\_\_ relative to the improvement.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval according to law.

ADOPTED BY THE \_\_\_\_\_ COUNCIL OF THE \_\_\_\_\_ OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, STATE OF ILLINOIS, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

VOTE:

AYES:

NAYES:

ABSENT:

APPROVED BY ME THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ 20\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
MAYOR

EXHIBIT D  
ORDINANCE NO. \_\_\_\_\_  
AN ORDINANCE PROHIBITING ENCROACHMENTS  
WITHIN THE STATE OF ILLINOIS RIGHT OF  
WAY ALONG \_\_\_\_\_

WHEREAS, the State of Illinois acting by and through its Department of Transportation, is desirous of improving the \_\_\_\_\_ Road between \_\_\_\_\_ and \_\_\_\_\_ in the \_\_\_\_\_ of \_\_\_\_\_; and

WHEREAS, said project is being constructed in order to facilitate the free flow of traffic and ensure safety to the motoring public; and

WHEREAS, a portion of said project passes through the \_\_\_\_\_ of \_\_\_\_\_;

BE IT ORDAINED BY THE \_\_\_\_\_ COUNCIL OF THE \_\_\_\_\_ OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, STATE OF ILLINOIS, as follows:

Section 1. That no person, firm, corporation or other entity shall install, place, maintain or construct any structure that encroaches upon the State of Illinois right of way on the \_\_\_\_\_ within the limits of the \_\_\_\_\_ of \_\_\_\_\_.

Section 2. The \_\_\_\_\_ Clerk of the \_\_\_\_\_ of \_\_\_\_\_ is hereby authorized and directed to attach a copy of this Ordinance to the agreement dated \_\_\_\_\_, 20 \_\_\_\_\_, by and between the State of Illinois and the \_\_\_\_\_ of \_\_\_\_\_ relative to the improvement of the \_\_\_\_\_.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval according to law.

ADOPTED BY THE \_\_\_\_\_ COUNCIL OF THE \_\_\_\_\_ OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, STATE OF ILLINOIS, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

VOTE:

AYES:

NAYES:

ABSENT:

APPROVED BY ME THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ 20\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
MAYOR

## CITY OF WEST CHICAGO

### INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 15-R-0033 – Contract Amendment No. 3 – Strand Associates, Inc. For Professional Engineering Construction Oversight Services Associated with the 2013 Well #12 Well House Project

**AGENDA ITEM NUMBER:**4, C.**COMMITTEE AGENDA DATE:** June 4, 2015**COUNCIL AGENDA DATE:** June 15, 2015

**STAFF REVIEW:** Joseph Munder, Water Treatment Plant Superintendent

**SIGNATURE** 

**APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman

**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

In March 2013, Strand Associates, Inc. (Strand) was hired to perform professional engineering construction oversight services for the Well #12 Well House project. Strand's original contract defined the scope of services to be performed for a lump sum contract amount of \$55,800 (Resolution No. 13-R-0015). This contract was amended in June of 2013 (Resolution No. 13-R-0048) to reflect an additional \$5,000.00 cost for evaluation of alternative pump and motor options. The contract was further amended in November of 2013 (Resolution No. 13-R-0083), increasing the upper limit of the contract to \$112,900.00. Amendment #2 was determined to be necessary in response to unanticipated delays and additional engineering needed to respond to ComEd's changing demands related to power supply parameters and delays in obtaining required electrical control components that were caused by ComEd's changes.

Schramm Construction Corporation (Schramm) of St. Charles, Illinois, is the project general contractor. Following Amendment #2, final project completion was expected of Schramm on July 10, 2014. However, Schramm's electrical sub-contractor (Aurora Wire & Fixture) experienced significant delays in obtaining the required electrical control equipment from EATON. Schramm's well sub-contractor (Water Well Solutions) also experienced significant manufacturing delays in obtaining the pump and motor components from SunStar. The original motor was received and installed in July 2014, but failed unexpectedly during start up testing during an overnight run in inclement weather. This failure generated further project delays due to the need to transport the failed motor to the manufacturer (SunStar) in Texas for inspection and replacement. Further manufacturing delays were experienced in complying with the City's mandate for a new motor; staff would not accept a rebuilt motor.

The second motor was received and installed in April 2015. However, that motor also failed during start up testing on April 24, 2015 on a clear sunny day. The second motor was then transported to SunStar for a complete inspection and replacement; again, staff will not accept a rebuilt motor. A third new motor is currently in the production process, but we do not have an anticipated delivery date at this time.

Strand's continued involvement has been and will be necessary to protect the City's interests and to keep the project moving forward. Issues related to the two motor failures continue to be debated amongst Schramm, its subcontractors and suppliers and Strand will need to be involved in the deliberations and resolutions as the City liaison. Finally, when motor #3 is installed, tested and brought into operational status, Strand will need to provide inspection services for the City.

## CITY OF WEST CHICAGO

Recently, Strand requested additional compensation for engineering services incurred above and beyond those considered at the time of Amendment #2 signing and required to see the project completed. In addition to the issues related above, Strand has experienced additional time requirements due to Schramm's delays and required revisions to previously approved documentation. These services and their associated costs are enumerated in a letter dated June 1, 2015 (see attached) resulting in a request for an additional compensation not to exceed \$79,665.00. Amendment #1 increased the initial contract to \$60,800.00, and Amendment #2 increased the overall contract \$112,900.00. Amendment #3 will increase the overall contract by \$79,665.00 to a not to exceed limit of \$192,565.00.

The City has been tracking liquidated damages against Schramm Construction Corporation since July 10, 2014 for failure to complete the Well #12 Well House project by its amended contract completion date. The costs for Amendment #3 to Strand's contract will be paid using funds withheld from Schramm for liquidated damages.

### **ACTIONS PROPOSED:**

Approve Resolution No. 15-R-0033 authorizing the Mayor to execute Contract Amendment No. 3, in the amount of \$79,665.00, to the Professional Engineering Services Contract with Strand Associates, Inc., for construction oversight services related to the 2013 Well #12 Well House Project, thus increasing the upper limit of the Contract from \$112,900.00 to \$192,565.00 and extending the contract completion date to December 31, 2015.

### **COMMITTEE RECOMMENDATION:**

**RESOLUTION NO. 15-R-0033**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CONTRACT  
AMENDMENT NO. 3 WITH STRAND ASSOCIATES, INC. FOR  
PROFESSIONAL ENGINEERING CONSTRUCTION OVERSIGHT SERVICES  
ASSOCIATED WITH THE 2013 WELL NO. 12 WELL HOUSE PROJECT**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute Contract Amendment No. 3 related to the Well No. 12 Well House Project, between the City of West Chicago and Strand Associates, Inc., thus increasing the upper limit of the Contract from \$112,900.00 to \$192,565.00, and increasing the upper limit of the Contract completion date to December 31, 2015, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 15<sup>th</sup> day of June, 2015.

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



Strand Associates, Inc.<sup>®</sup>  
1170 South Houbolt Road  
Joliet, IL 60431  
(P) 815-744-4200  
(F) 815-744-4215

June 1, 2015

Mr. Rob Flatter, Director of Public Works  
City of West Chicago  
475 Main Street  
West Chicago, Illinois 60185

Re: Well No. 12 Well House Construction-Related Services  
West Chicago P.O. 00075697

Dear Rob,

The intent of this letter is to document services rendered outside the agreement scope for the Well No. 12 Well House Construction-Related Services. Since the execution of the October 30, 2013 amendment, which extended our agreement completion date to April 30, 2014, Strand Associates, Inc.<sup>®</sup> (Strand) has provided additional services outside the scope and after the current contract completion date. We did this to assist the City with the troubled project in good faith that we would be compensated in full for these services. All the services were to address issues beyond our control and primarily related to contractor performance issues and equipment failure.

Strand provided the following additional services to the City.

1. Significant shop drawing review for arc flash study. Reviews extended by Schramm ignoring submittal requirements requiring repeated resubmittals and comment emails. We have yet to receive a satisfactory arc flash study. 24 hours at a **Total = \$3,150.**
2. Communication with ComEd, Schramm, Aurora Wiring and Fixture, and the City regarding ComEd's revision to metering location resulting in modifications to previously installed conduit to accommodate current transformer cabinet installation. 22 hours at a **Total = \$2,900.**
3. Communication with Schramm and the City regarding the mag meter. The contractor did not order the approved meter in a timely manner and the approved meter went out of production by the time the meter was ordered. We reviewed shop drawings and provided communication regarding the alternative mag meter. 6.5 hours at a **Total = \$850.**
4. Communication with Schramm and the City regarding the resolution of floor finish in the area of conduit penetrations. 4 hours at a **Total = \$605.**
5. Communication with Schramm and the City regarding floor issues with "crazing" when interior floor was stained that were addressed by painting the floor. 10 hours at a **Total = \$1,510.**
6. Communication with Schramm and the City regarding payment for geotechnical testing. 4 hours at a **Total = \$605.**

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Mr. Rob Flatter, Director of Public Works  
 City of West Chicago  
 Page 2  
 June 1, 2015

7. Communication with Schramm and the City regarding the storage and maintenance of equipment stored on site including well pump, well motor, and generator. 8 hours at a **Total = \$1,440.**
8. Communication with Schramm and the City regarding the split system not being wall mounted. 2 hours at a **Total = \$300.**
9. Communication with Schramm and the City regarding the electrical connection for the well pump being installed without Strand observation. 2 hours at a **Total = \$300.**
10. Communication with Schramm and the City regarding the exhaust fan controls. 17 hours at a **Total = \$2,230.**
11. Communication with Schramm, ComEd, and the City regarding the transformer and resolution that the voltage setting in the transformer had to be adjusted by ComEd. 30 hours at a **Total = \$5,400.**
12. Communication with Schramm, J&B Mechanical, and the City regarding subcontractor threatening liens and picketing regarding receiving payment. 6 hours at a **Total = \$845.**
13. Communication with Schramm, Aurora Wiring and Fixture, and the City regarding delays associated with the switchgear subcontractor going out of business and legal resolution of equipment and funds going into receivership. 36 hours at a **Total = \$6,480.**
14. Site foreman (Tom) leaves Schramm and a new site foreman (Doug) is assigned. Darrin is replaced by Doug, who assumes both site foreman and manager/office contact duties. Kurt takes over for Doug as project manager and site foreman and uses Mike for some field operations. Strand updated new staff. 10 hours at a **Total = \$1,510.**
15. Significant construction administration and observation efforts have been required to address the well pump and motor. The original well pump and motor (Motor #1) was installed, tested, started-up, and put into service in accordance with the contract documents. This original motor failed shortly after being put into service. Subsequently, Strand was involved in communication regarding cause of motor malfunction and replacement of the motor; communication regarding installation of new well motor; and construction observation services for testing and start-up of new pump. Unlike Motor #1, Motor #2 has run into problems with amperage and has required three site visits to observe three of the four testing days. Strand communicated with Schramm, Water Well Solutions, and the City regarding documentation of the motor control setting from the manufacturer, but has yet to receive this documentation. Motor #2 failed on April 17, 2015. A meeting was held on April 23, 2015 to discuss the status of Motor #2 and the next steps to resolve this issue. 84 hours at a **Total = \$13,600.**
16. The resolution of the Motor #2 failure will require additional engineering services for construction administration and construction observation. Construction administration is

Mr. Rob Flatter, Director of Public Works  
City of West Chicago  
Page 3  
June 1, 2015

expected to include continued communication with Schramm, its subcontractors, and the City; review of data and analysis from the motor manufacturer and a failure analysis report prepared by a consultant hired by the subcontractor providing the motor regarding inspection of the failed Motor #2; a progress meeting regarding Motor #3; and continued review of Schramm's schedule, completed work, and pay applications. Construction observation is expected to include four days of well pump, Motor #2, and column pipe removal; three days of well pump, Motor #3, and column pipe installation; and three days of well pump and motor start-up and testing. To complete the project, additional construction administration and observation will be necessary to review and track items to be completed. Estimated 146 hours at a **Total = \$28,850.**

17. The failure analysis report prepared by a consultant hired by the subcontractor providing the motor suggests that the quality of the electrical supply should be further investigated and secondary surge suppression should be installed. Strand is anticipated to provide services that include the review of the investigation protocol and proposed equipment, observation of investigation, and observation of equipment installation. Estimated 46 hours at a **Total = \$9,090.**

The contract was not completed by the currently-approved contract completion date of July 10, 2014. Many of the additional work items discussed above took place after significant time extensions for the contractor. Shop drawings and equipment mounting details were still ongoing over one year after the original contract completion date and some persist to this day. This inefficient construction operation, coupled with many "no shows" on promised working days, definitely affected Strand's ability to provide efficient services. The equipment failures, changing contractor staff, and extensive schedule overruns further exacerbated the issue.

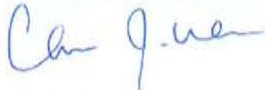
We respectfully request that the City compensate Strand for these additional services on an hourly rate basis for a not-to-exceed fee of **\$79,665.**

This amount is for services rendered to date and for the scope outlined in Items 16 and 17.

Please contact us with any questions or comments.

Sincerely,

STRAND ASSOCIATES, INC.®

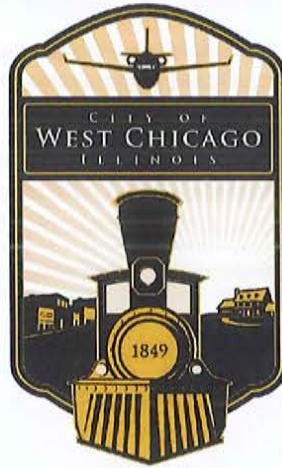


Chris J. Ulm, P.E.  
Senior Associate

c: Joe Munder, City of West Chicago  
Candace Scholz, Strand

# PUBLIC

ROBERT E. FLATTER, P.E.  
DIRECTOR  
(630) 293-2255  
FAX (630) 293-2971

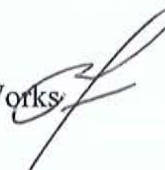


# WORKS

UTILITY DIVISION	293-2255
STREET DIVISION	293-2250
WASTEWATER DIVISION	293-2261
ENGINEERING DIVISION	293-2255

## MEMORANDUM

TO: Infrastructure Committee Members

FROM: Robert E. Flatter, P.E., Director of Public Works 

DATE: June 1, 2015

RE: Illinois Route 38/Fabyan Parkway/Washington Street Intersection Improvement Project – Plote's Request to Commence Construction Activities at 6:00 A.M.

The Illinois Department of Transportation has contracted with Plote Construction, Inc. (Plote) and is currently working to reconstruct the intersection of Illinois Route 38/Fabyan Parkway/Washington Street in the City of West Chicago.

To get the work done as expeditiously as possible and meet IDOT's aggressive completion date of October 2, 2015, Mr. Joel Eickemeyer, on behalf of Plote, has submitted a written request to allow Plote to work commence construction activities at 6:00 a.m. Monday thru Saturday, through November 15, 2015 (to allow for completion of punchlist activities). Plote anticipates that work hours would be 6:00 a.m. to 8:00 p.m. Monday thru Friday and 6:00 a.m. to 7:00 p.m. on Saturdays (see attached letter dated May 26, 2015).

If Plote is allowed to perform early morning operations, deviations to the City Code of Ordinances would be required. The following sections of the City Code would need deviation approval by City Council:

- CHAPTER 4 "BUILDINGS AND BUILDINGS REGULATIONS\*", ARTICLE I "BUILDING CODE\*", Sec. 4-1 "Administration", (s) "Construction hours" which reads "No Construction, erection, excavation, or any other process of building whatsoever, shall be performed within the city before the hour of 7:00 a.m. or after 8:00 p.m., Monday through Friday and before the hour of 8:00 a.m. or after the hour of 7:00 p.m. on Saturday and Sunday."

- CHAPTER 10 “NUISANCES\*”, ARTICLE V “NOISE CONTROL REGULATION”, Sec. 10-37 “Day hours”, which reads “No person shall cause or allow the emission of sound during daytime hours (7:00 a.m. to 10:00 p.m.) from any noise source to any receiving residential land which exceeds sixty (60) dBA when measured at any point within such receiving residential land; provided, however, that point of measurement shall be on the property line of the receiving land.”
- CHAPTER 10 “NUISANCES\*”, ARTICLE V “NOISE CONTROL REGULATION”, Sec. 10-38 “Night hours”, which reads “No person shall cause or allow the emission of sound during night time hours (10:00 p.m. to 7:00 a.m.) from any noise source to any receiving residential land which exceeds fifty-five (55) dBA when measured at any point within such receiving residential land; provided, however, that point of measurement shall be on the property line of the receiving land.”
- CHAPTER 15 “PUBLICWAYS\*”, ARTICLE III “CONSTRUCTION OF UTILITIES IN THE RIGHTS-OF-WAY\*”, Sec. 15-24 “Construction methods and materials”, (d) “Operational restrictions”, (3) which reads “Unless otherwise permitted by the city, the hours of construction are those set forth in this Code.”

To help expedite the completion of construction activities, and given the fact that no residential properties are adjacent to the construction project, staff recommends approving Plote to commence with construction activities at 6:00 a.m. Monday thru Saturday, through November 15, 2015 for the Illinois Route 38/Fabyan Parkway/Washington Street Intersection Improvement Project (IDOT Project No. 63849). If approval is supported by the Infrastructure Committee, staff will prepare the necessary Ordinance to deviate from the above referenced City Codes for City Council approval on Monday, June 15, 2015.

Staff seeks direction from the Infrastructure Committee.

REF:ref

Att-

Cc: Michael L. Guttman, City Administrator



1100 BRANDT DRIVE • HOFFMAN ESTATES, ILLINOIS 60132

ROAD BUILDING  
SITE DEVELOPMENT

PHONE: (847) 695-9300  
Estimating FAX: (847) 695-9317  
Administration FAX: (847) 695-7291

May 26, 2015

To: Robert Flatter, P.E.  
Director of Public Works  
City of West Chicago  
1400 W. Hawthorne Lane  
West Chicago, Illinois 60185

CC: Mike Collins  
Resident Engineer  
Clark Dietz, Inc.  
118 S. Clinton Street, Suite 700  
Chicago, Illinois 60661

RE: IDOT Project 63849  
FAP 363 (Fabyan Pkwy) at FAP 347 (Ill Rte 38)  
Intersection Improvements  
Amending Working Hours

Mr. Flatter:

After receiving the award for the contract to complete the intersection improvements at Washington/Fabyan and Illinois Route 38, Plote submitted a schedule to IDOT to meet the aggressive completion date of October 2, 2015. One of the things Plote will be looking to do is work some long hours to get the work done as expeditiously as possible, as safely as possible, and with the least impact to the motoring public as possible.

Plote would like to request the City of West Chicago to consider an ordinance granting a deviation from the Construction Hours set in the Building Regulations, and Noise Regulations for the City of West Chicago. Currently those hours call for work to begin no earlier than 7:00am Monday to Friday, and 8:00am on Saturday and Sunday. **Plote would like to amend the start time to 6:00am for construction activities Monday through Saturday.** The location of the project is far enough away from residential neighborhoods that noise impacting residents should not be an issue, and most of the work Plote and our subcontractors will be performing are behind permanent closures in various stages, so the impact to the traveling public will not be changed. The length of deviation from the working hours would be for the length of the project, from May 2015 through November 15, 2015 (this will allow for completion of punchlist activities).

Please review the above request and let me know if there are any issues or questions. Plote Construction Inc. is anxious to complete this project and work with the City of West Chicago. If there is anything else you might require regarding this project, please let me know. My cell phone number is 224-406-5201, and my email address is [jeickemeyer@plote.com](mailto:jeickemeyer@plote.com).

Sincerely,

Joel D. Eickemeyer  
Project Manager