

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

INFRASTRUCTURE COMMITTEE

Thursday August 6, 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 June 4, 2015
3. Public Participation / Presentations
4. Items for Consent
 - A. Purchase of Thawrox Deicer from Compass Minerals America, Inc., Overland Park, Kansas
 - B. Resolution No. 15-R-0039 – Contract Award – Denler, Inc. for the 2015 Crack Sealing Program
 - C. Resolution No. 15-R-0040 – Contract Award – Superior Road Striping, Inc. for the 2015 Street Striping Program
 - D. Resolution No. 15-R-0041 – Contract Award – RJN Group, Inc. for Construction Oversight Services Related to the Lift Station #5 Force Main Rehabilitation Project
 - E. Purchase of One 2015 John Deere 5075E Utility Tractor with John Deere HX7 Lift-Type Rotary Cutter from Deere & Company of Cary, North Carolina, and Approve Ordinance No. 15-O-0029 Authorizing the Sale of One 1986 John Deere 2350 Tractor to Deere & Company through Buck Bros. Inc. of Hampshire, Illinois.
5. Items for Discussion
6. Unfinished Business
7. New Business
8. Reports from Staff
 - A. Construction Management Agreement with West Chicago Environmental Response Trust (WCERT) for the Brown and Pomeroy Streets Infrastructure Improvements¹
9. Adjournment

¹ No Agenda Item Summary Included

Item #2.A.

CITY OF
WEST CHICAGO

DRAFT

WHERE HISTORY & PROGRESS MEET
MINUTES

INFRASTRUCTURE COMMITTEE

June 4, 2015 7:00 P.M.

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

Staff present included Director of Public Works Robert Flatter, Water Treatment Plant Superintendent Joseph Munder and Executive Secretary Michelle Baldino.

Others in attendance were Kendall Coleman, Brent Lautenbach and Adam Federau from CH2M Hill/OMI, Chris Ulm of Strand Associates, Inc., and resident Marilyn Kroll.

2. Approval of Minutes

A. Infrastructure Committee Minutes of May 7, 2015. Alderman Hallett made a motion, seconded by Alderman Ligino-Kubinski to approve the Meeting Minutes of May 7, 2015. Voting Yea: Aldermen Hallett, Ligino-Kubinski, Beifuss, Edwalds, and Smith. Voting Nay: 0.

3. Public Participation / Presentations.

A. Wastewater/Pretreatment Program Presentation and Discussion. Mr. Flatter introduced the gentlemen present from CH2M Hill/OMI. He informed Committee that Adam Federau, Pretreatment Coordinator, has prepared a presentation on what pretreatment actually means and why it is so important. The presentation is attached as Exhibit A. Mr. Federau especially expressed the need for a city-wide survey to determine impacts on any and all industrial pollutants that may be entering into the City's Wastewater Treatment Plant. Mr. Flatter stated that Jel-Sert is one of the industries with cause for concern as they routinely exceed permit limits and have been issued numerous violation notices. Jel Sert has recently made plant improvements to come into compliance with the program.

B. Resident Marilyn Kroll was in attendance and asked Committee why the Committee chose to have it's meeting in the Committee Room instead of the Council Chambers. Chairman Beifuss asked that she refrain from asking questions but only provide comments. She stated that she hears often when she has certain questions that pertain to part-time clerical positions with the City, "that it's not in the budget". She asked several other questions pertaining to City's fleet and also requested a larger fountain downtown and a bench in front of City Hall. Chairman Beifuss suggested to Ms. Kroll that she call the City staff for the answers to all of her questions.

4. Items for Consent. Chairman Beifuss read the items for consent. Alderman Edwalds asked for discussion on item 4.D. **Alderman Smith made a motion, seconded by Alderman Edwalds to approve:**

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., and;

B. 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 in Illinois Route 59 at Illinois Rout 38 Access Ramps (Agreement No. JN-115-024).

Voting Yea: Aldermen Smith, Edwalds, Beifuss, Hallett, and Ligino-Kubinski. Voting Nay: 0.

5. Items for Discussion. Items for discussion will include Consent Items 4.C.

4.C. Resolution No. 15-R-0033 – Contract Amendment No. 3 – Strand Associates, Inc., for Professional Engineering Construction Oversight Services for Well House No. 12. Mr. Flatter explained the history of the Well No. 12 Well House Project in accordance with the agenda item summary and introduced Mr. Chris Ulm of Strand Associates, Inc. Discussion centered on the failure of two SunStar motors and the undefined blame or cause of the failures; more troubleshooting is needed by the Contractor as the City awaits arrival of the third motor. Chairman Beifuss stated that the general problem is the need to get the well pump and motor operational, and he agrees that professional oversight is needed.

Chairman Beifuss asked if the City has an adequate supply of water now. Mr. Flatter stated that it does. With the approval of the repair of Well No. 7 (approved under Agenda Item 4.A.), there is some cause for concern, but the rehabilitation of Well No. 3 should be completed soon. Well No. 7 will not be taken out of service until either Well No. 3 or Well No. 12 is operational. Mr. Munder stated that the wells are changed out on a daily basis (deep and shallow).

Alderman Smith made a motion, seconded by Alderman Edwalds to approve Resolution No. 15-R-0033 authorizing Contract Amendment No. 3 with Strand Associates, Inc. Voting Yea: Aldermen Smith, Edwalds, Beifuss, Hallett, and Ligino-Kubinski. Voting Nay: 0.

A. Illinois Route 38/Fabyan Parkway/Washington Street Intersection Improvement Project – Plote’s Request to Commence Construction Activities at 6:00 A.M. Mr. Flatter explained that the current City Code restricts construction activities to 7:00 A.M., Monday through Friday, and 8:00 A.M. on Saturday. He stated that since this area is non-residential, the Contractor is asking for a temporary ordinance change to allow their activities to begin at 6:00 A.M., Monday through Saturday. **The Infrastructure Committee unanimously agreed to direct staff to present a Temporary Ordinance Revision to the next City Council meeting for approval.**

B. Cancel the July 2, 2015 Infrastructure Committee Meeting. Mr. Flatter stated that at this time, there are no items for the July agenda. **The Infrastructure Committee unanimously agreed to cancel the July 2, 2015 Infrastructure Committee Meeting.**

6. Unfinished Business. None.

7. New Business. Mr. Flatter informed Committee that W.O.W. Cable Company has taken over the license agreement held by Ameritech for fiber optic transmission lines through West Chicago. They would like to expand from Illinois Route 38 along Joliet Street and up Washington Street to the west. This expansion will include a pass through transmission cable only (no services) and the City will most likely have to amend the current Agreement or prepare a new Agreement for City Council approval. He further stated that no new poles will be added. They will also be required to prepare engineering plans, obtain permits for the work and make any/all restorations. The City will monitor the activities.

8. Reports from Staff. Mr. Flatter stated that the Main Street pedestrian tunnel is open since the railing has been installed. There is one ten foot section on the upper part of the tunnel railing that is back in fabrication, but the City was promised a quick turnaround. There are still minor punchlist items to be completed, and to date, the Contractor has incurred over \$150,000.00 in liquidated damages.

9. Adjournment. At 8: P.M., Alderman Hallett made a motion to adjourn, seconded by Alderman Ligino-Kubinski. Motion was unanimously approved by voice vote.

Respectfully submitted,

Michelle Baldino
Executive Secretary

Introduction to Industrial Pretreatment

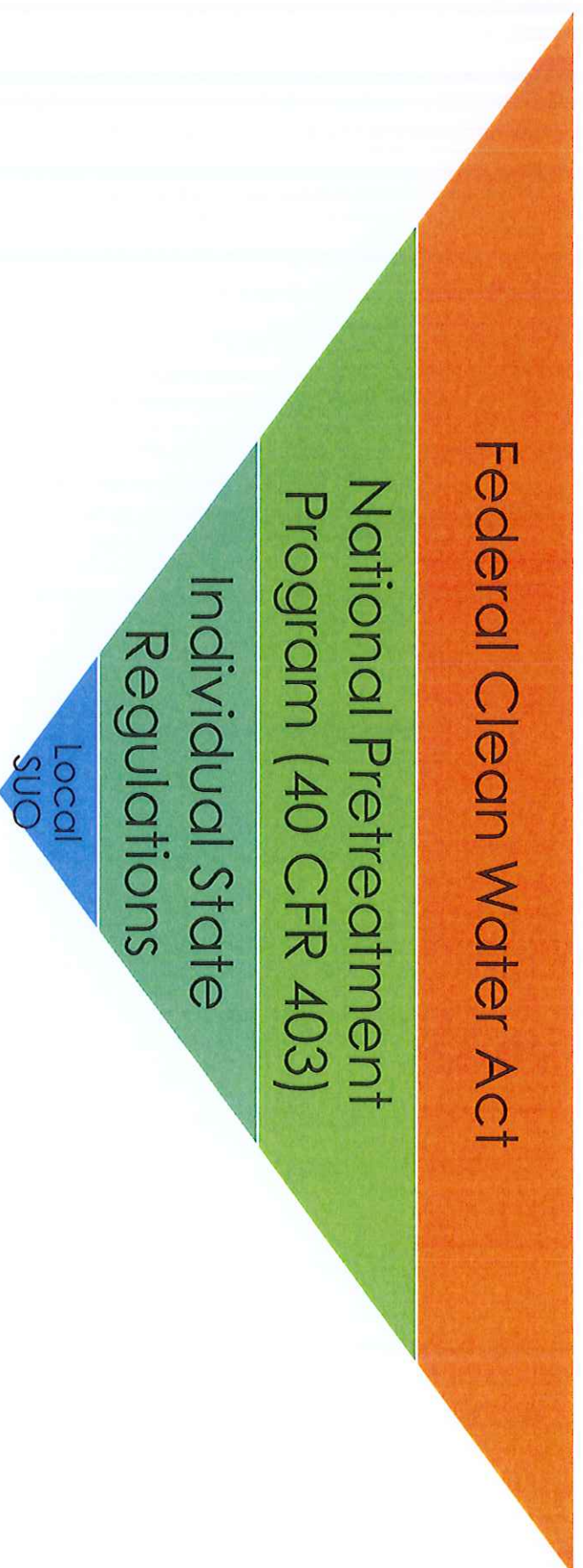
WEST CHICAGO WASTEWATER TREATMENT FACILITY



What is IPP

- ▶ IPP = Industrial Pretreatment Program
- ▶ Program designed to monitor and regulate Industrial discharges received by Publicly Owned Treatment Works (POTWs).
- ▶ IPP was born from the 1972 Clean Water Act
 - ▶ 1978 – Federal Pretreatment Regulations were established (40 CFR 403).
- ▶ Illinois' Pretreatment Program is enforced by the USEPA.

Pretreatment Hierarchy



Why is IPP Important?

- ▶ Prevent pass-through
 - ▶ Clean rivers, groundwater, and land
 - ▶ Compliance with NPDES and sludge limits
- ▶ Prevent interference
 - ▶ Properly functioning and compliant POTWs and Collection Systems.
 - ▶ Accumulation of certain pollutants can create serious hazards
- ▶ Allow for use of biosolids
 - ▶ Land application / fertilizer / composting
- ▶ Protect worker Health and Safety

What's Monitored: Local Limits

Parameter	Sample Type	Limit	Units
pH	Grab	6.0-9.0	
Temperature	Grab	150	°F
BOD	Composite	200*	mg/L
TSS	Composite	220*	mg/L
TDS	Composite	5000	mg/L
Cyanide	Grab	No Detect	mg/L
Mercury	Composite	0.005	mg/L
Ammonia	Composite	15.0*	mg/L

Metals	Sample Type	Limit	Units
Arsenic	Composite	0.5	mg/L
Barium	Composite	25	mg/L
Cadmium	Composite	0.25	mg/L
Chromium (Hexavalent)	Composite	1.0	mg/L
Chromium	Composite	5.0	mg/L
Copper	Composite	2.0	mg/L
Lead	Composite	0.5	mg/L
Nickel	Composite	5.0	mg/L
Silver	Composite	0.2	mg/L
Zinc	Composite	5.0	mg/L

What's Monitored?: BOD Loading

- ▶ Biochemical Oxygen Demand – BOD: A measure of the amount of oxygen consumed by microorganisms in decomposing organic matter.
 - ▶ Biological oxidation of organic matter.
- ▶ BOD can be thought of as a food source.
 - ▶ High BOD means high amounts of organic matter.
- ▶ Activated sludge is a delicate operation in which populations of microorganisms are cultured to process organic waste.
 - ▶ POTW is fine tuned to maintain appropriate and healthy microorganism populations
- ▶ Large influxes of BOD results in disturbances to microorganism populations and consequently leads to effluent quality issues.

Types of Industrial Users

- ▶ Industrial Users: any user of the collection system that is not a domestic source that discharges to a POTW (direct dischargers receive their own NPDES Permit).

Significant Industrial User—SIU

>25,000 gal/day process wastewater

>5% maximum allowable headworks loading (MAHL)

Any facility the Control Authority believes to have the potential to adversely impact the POTW

Categorical Industrial User—CIU

A subset of SIU (all CIUs are SIUs)

An SIU that is covered by a specific Federal Categorical Regulation

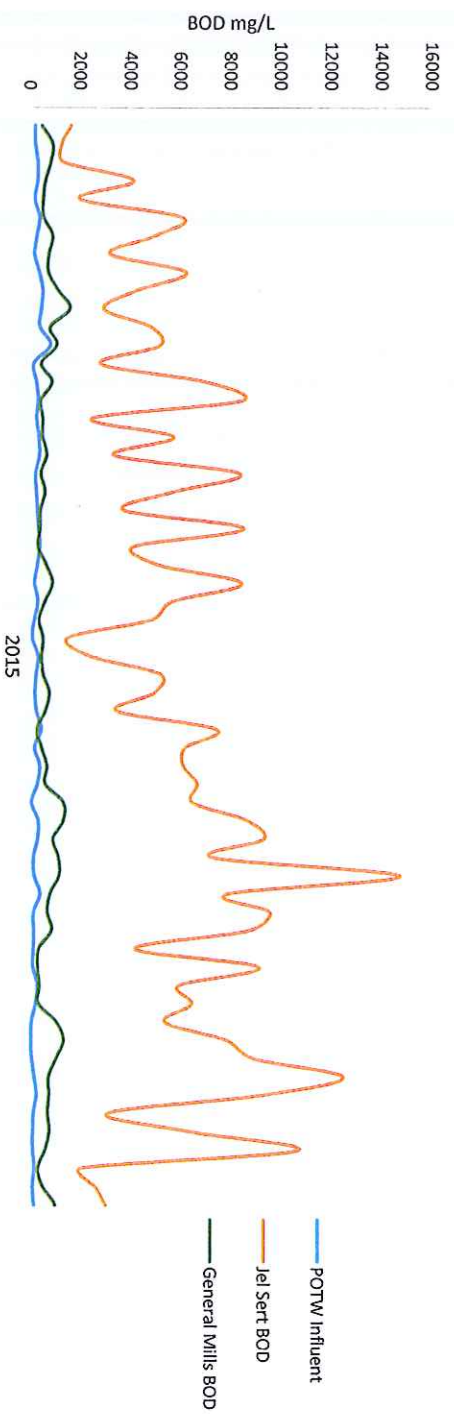
I.E. Metal Finishers, Pharmaceuticals, pesticides, etc.

Industrial Users of West Chicago

Significant Industrial Users		Categorical Industrial Users	
Central DuPage Hospital	NA	Advanced Electronics	Printed Circuit Boards (433.17)
INX International Ink	Ink Manufacturer	American Standard	Printed Circuit Boards (433.17)
General Mills	Breakfast Cereals	Delta Circuits	Printed Circuit Boards (433.17)
Mapei	Adhesives/Composites	Jel Sert	Liquid Beverage and Dry Powder Drink Mix (463)
OSI Industries	Meat Processor		
WinCup	Styrofoam Cups		

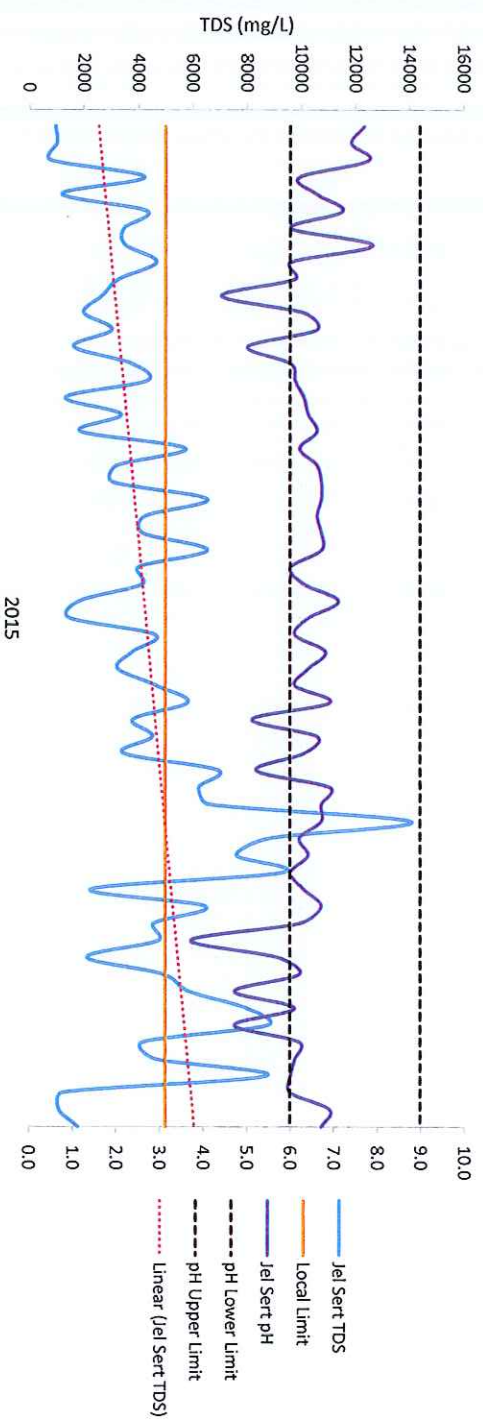
Industrial Impacts on West Chicago

Jel Sert BOD Loading in Comparison to POTW Total Influent BOD



Industrial Impacts on West Chicago

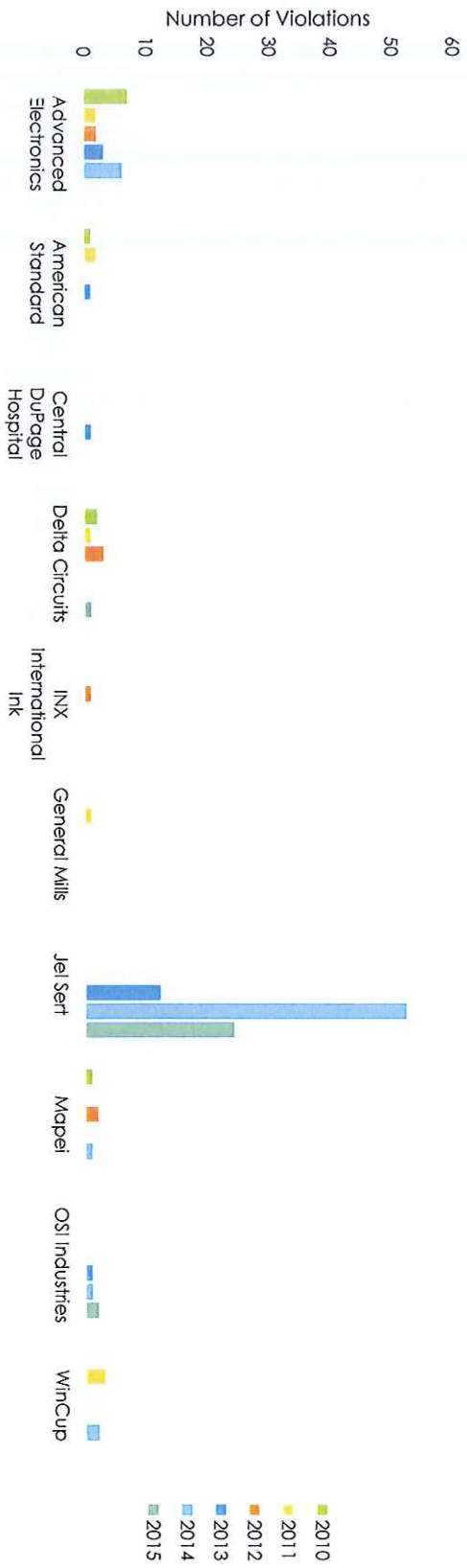
Jel Sert Effluent Discharge - TDS & pH



Color Issues at West Chicago WWTP



Industrial User Compliance History



West Chicago IPP Preventative Measures

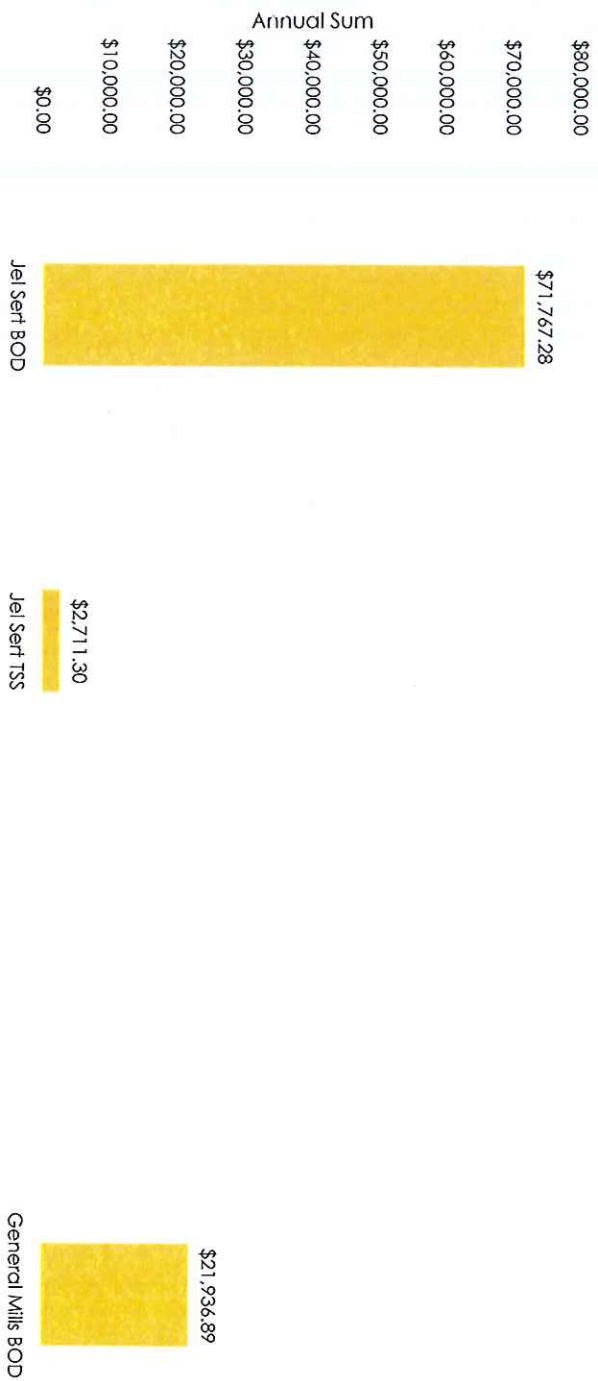
Industrial Survey

- ▶ Conducted to identify the nature and quantity of industrial pollutants entering the POTW.
- ▶ Aids in determining sampling and monitoring frequencies
- ▶ Keeps the program up to date
- ▶ NPDES Permit mandates that the program be updated regularly to ensure all SILs are properly identified, characterized, and categorized.

Surcharge Rates

- ▶ Rates applied to Industries who contribute more than the local limit amount for certain parameters
- ▶ Surchargeable rates in West Chicago include: BOD, TSS, and $\text{NH}_3\text{-N}$
- ▶ Purpose is to provide a funding source for excessive wear on the POTW and collection system by certain Industrial Users.

2014 Annual Surcharge Rates for Jel Sert and General Mills



CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Purchase of Thawrox Deicer from Compass Minerals America, Inc., Overland Park, Kansas

AGENDA ITEM NUMBER: 4. A.**COMMITTEE AGENDA DATE:** August 6, 2015
COUNCIL AGENDA DATE: August 17, 2015**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** _____**ITEM SUMMARY:**

In April 2015 City Council approved the purchase of 2,000 tons rock salt (1,600 tons (80%) minimum purchase required and 2,600 tons (130%) maximum purchase guaranteed available) from Morton Salt, Inc. of Chicago, Illinois, at the price of \$70.44 per ton, through the DuPage County Rock Salt Purchasing Program for the 2015-2016 winter season. For comparison, the City paid \$112.69 per ton delivered for the 2014-2015 winter season and \$53.71 per ton delivered for the 2013-2014 winter season.

In July 2015, City staff contacted the sales representative for Compass Minerals America, Inc. (formerly North American Salt Company) who acknowledged an ability and willingness to deliver up to 1,500 tons of Thawrox Deicer (i.e., treated rock salt) to the City during the 2015-2016 winter season for \$85.26 per ton delivered. However, Compass Minerals America, Inc. is looking for an 80% purchase commitment from the City (i.e., minimum 1,200.00 tons). For comparison, the City paid \$118.08 per ton of Thawrox delivered during the 2014-2015 winter season and \$73.41 per ton of Thawrox delivered during the 2013-2014 winter season.

The City utilized Thawrox in 2010-2011, 2013-2014, and 2014-2015 and was very pleased with its performance and effectiveness during extreme cold conditions, when regular salt was not. In addition, Thawrox does not require the additional use of Geomelt or other pre-wet agents. Given the fact that Thawrox is more effective at melting snow and ice than regular rock salt, and given the fact that Thawrox is only \$14.82 per ton delivered more than regular rock salt, City staff recommends the purchase of up to 1,500 tons of Thawrox from Compass Minerals America, Inc. for the 2015-2016 winter season; resulting in an additional expenditure of \$22,230.00 over the purchase of 1,500 tons of regular rock salt.

If approved, City staff would purchase the minimum 1,600 tons of regular rock salt from Morton Salt, Inc. and the minimum 1,200 tons of Thawrox; leaving 1,000 tons of regular rock salt available through the DuPage County Program and 300 tons of Thawrox available for emergency or extended weather conditions.

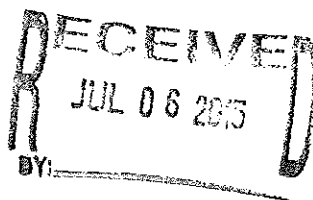
Rock salt and Thawrox Deicer are paid from the Public Works Motor Fuel Tax Fund (01-09-26-4670), in which \$398,200 is budgeted for FY 2015.

ACTIONS PROPOSED:

That the West Chicago City Council waive competitive bidding and authorize the purchase of up to 1,500 tons of Thawrox Deicer, at the price of \$85.26 per ton delivered, from Compass Minerals America, Inc. of Overland Park, Kansas.



9900 W. 109th Street
Suite 100
Overland Park, KS 66210



DATE:	July 2, 2015
ATTN:	'6302933028@fax.compassminerals.com'
FROM:	Julia Yates
SUBJECT:	IL-POA-City of West Chicago-TS

Note:

Rob, attached please find our quote for bulk rock salt for your review. If you have any questions please contact Sean Lierz at lierzs@compassminerals.com or 800-323-1641 option 1.

Thank you,

Julia Yates, Highway Sales Coordinator
Compass Minerals America Inc
PH: 800-323-1641 option 1
FX: 913-338-7945
Email: Highwaygroup@compassminerals.com

**Sold-To ("Purchaser"):**

Rob Flatter
City of West Chicago-Ts
475 Main Street
West Chicago, IL 60185

Date: July 02, 2015
Document: 123696
Tel: (630) 293-2255
Fax: (630) 293-3028
Email: mbaldino@westchicago.
Customer #: H906535
Preferred: Fax

Compass Minerals America Inc. (Seller) / Quotation for bulk de-icing salt

Quantity (TN)	Delivery Location	Price Per Ton (USD)	
100	City of West Chicago 135 W Grandlake Blvd West Chicago, IL 60186 Destination #: H957632 Delivery Lead Time: 3 days	85.26	Deliver Depot: Chicago Export-Treated Salt Product: 6602U - Thawrox-Treated Salt Mode of Transport: DUMP (END OR BOTTOM) Distance: 40.4 Miles
1,400 Reserve: 0	City of West Chicago - Washington Street 119 Washington Street West Chicago, IL 60185	85.26	Deliver Depot: Chicago Export-Treated Salt Product: 6602U - Thawrox-Treated Salt Mode of Transport: DUMP (END OR

Purchase agreement subject to prior sale

Initial product availability dates may vary by depot

THAWROX DEICER

The Customer commits to purchase 80% of the quantity shown and to commence receiving deliveries no later than December 31. Seller may decline any orders for any reason impacting its ability to ship product, including (but not limited to) the availability of product, conditions at the terminal or production facilities, or weather conditions. The Customer will be invoiced for any tons not taken up to the 80% (unless Seller has declined to deliver those tons).

Price(s) effective through Thursday, 31 Mar 2016

Purchaser agrees to pay the seller for such salt as and when delivered, in accordance with the price and payment terms stated above and on the reverse side of this form (unless inconsistent with the terms on this page).

Terms are NET 30 days from shipment with approved credit.

* This proposal is open for acceptance for 20 days following date of issue, and supersedes any and all previous proposals and or contracts. Proposal must be signed indicating acceptance to be valid.

* Delivered price(s) via dump and based on full truck load quantities.

* Seller does not commit to a specific delivery lead time. Any lead time specified above is an estimated target only.

* Product is for bulk end use only and is not intended for blending and packaging without prior consent.

* Applicable taxes extra

* Compass Minerals America Inc. has no obligation to store salt after the Term, but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By;

Signature: _____

Title: _____

Sean Lierz

Senior Sales Manager 1-800-323-1641 x9330

Compass Minerals America Inc.

Name: _____

Date: _____

Please sign and return by fax to 913-338-7945 or e-mail highwaygroup@compassminerals.com or by mail
Order placement and inquiries Monday through Friday - 7:00 am to 5:00 pm.

Page 1 of 3

9900 W. 109th Street, Suite 600, Overland Park, KS 66210

Opt-Out: Not Defined

**Sold-To ("Purchaser"):**

Rob Flatter
City of West Chicago-Ts
475 Main Street
West Chicago, IL 60185

Date: July 02, 2015
Document: 123696
Tel: (630) 293-2255
Fax: (630) 293-3028
Email: mbaldino@westchicago.
Customer #: H906535
Preferred: Fax

Compass Minerals America Inc. (Seller) / Quotation for bulk de-icing salt

Quantity (TN)	Delivery Location	Price Per Ton (USD)
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Destination #: H962934
Delivery Lead Time: 5 days

BOTTOM)
Distance: 40.4 Miles

- *Purchase agreement subject to prior sale*
- *Initial product availability dates may vary by depot*
- *THAWROX DEICER*

The Customer commits to purchase 80% of the quantity shown and to commence receiving deliveries no later than December 31. Seller may decline any orders for any reason impacting its ability to ship product, including (but not limited to) the availability of product, conditions at the terminal or production facilities, or weather conditions. The Customer will be invoiced for any tons not taken up to the 80% (unless Seller has declined to deliver those tons).

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- * This proposal is open for acceptance for 20 days following date of issue, and supersedes any and all previous proposals and or contracts. Proposal must be signed indicating acceptance to be valid.
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- * Compass Minerals America Inc. has no obligation to store salt after the Term, but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By;

Signature: _____

Title: _____

Sean Lierz
Senior Sales Manager 1-800-323-1641 x9330
Compass Minerals America Inc.

Name: _____

Date: _____

Please sign and return by fax to 913-338-7945 or e-mail highwaygroup@compassminerals.com or by mail
Order placement and inquiries Monday through Friday - 7:00 am to 5:00 pm.

Page 2 of 3

9900 W. 109th Street, Suite 600, Overland Park, KS 66210

Opt-Out: Not Defined

Terms and Conditions of Sale

1. **PARTIES.** "Seller" is identified in the "Remit To" section and "Buyer" in the "Sold To" section of an invoice to which these Terms and Conditions of Sale ("Agreement") relate or are attached.
2. **OFFER.** No terms in Buyer's bid, purchase order or other form shall be binding upon Seller. Seller rejects additional/different terms in such Buyer's documents. SELLER'S OFFER IS EXPRESSLY LIMITED TO AND CONDITIONED UPON BUYER'S ACCEPTANCE OF THIS AGREEMENT.
3. **PRICES; TAXES.** EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. ORDERS WILL BE INVOICED, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, AT SELLER'S PRICE IN EFFECT ON THE SCHEDULED DATE OF SHIPMENT. Prices on the invoicing document are net of all applicable discounts and promotional allowances. References to "tons" means short tons (2000 lbs.) unless otherwise specified. Any tax or other governmental charges now or hereafter levied upon production, severance, manufacture, delivery, storage, consumption, sale, use or shipment of Products ordered or sold are not included in Seller's price and will be charged to and paid by Buyer.
4. **CANCELLATION.** Orders may be canceled by Buyer only upon (1) written or oral notice to Seller and accepted in writing by Seller and (2) payment to Seller of reasonable cancellation charges to be solely determined by Seller. Except as otherwise agreed in writing, until the products identified in Buyer's purchase order as accepted by Seller ("Products") are shipped, Seller has no obligation under any order submitted by Buyer (and may cancel the order at any time prior to shipment).
5. **PAYMENT; CREDIT; PAST DUE ACCOUNTS.** Buyer will make payment to Seller at the time and in the currency specified on Seller's invoicing document. Seller may, in its sole judgment, require such other payment terms as Seller deems appropriate, including full or partial payment in advance of shipment or by letter of credit. Credit payment terms must have the prior approval of Seller's Credit Department and must be specified in writing on Seller's invoicing document. Whenever reasonable grounds for insecurity arise with respect to due payment from Buyer or with respect to Buyer's financial condition generally, Seller reserves the right to stop shipment on notification to Buyer and to demand payment in advance or at the time of delivery for future deliveries or require reasonable assurance of payment, and in the absence thereof, to cancel, without liability, the unfilled portion of Buyer's order. A finance charge of the lesser of 1.5% per month (18% - APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Amounts owed by Buyer with where there is no dispute will be paid without set-off for any amounts that Buyer may claim are owed by Seller. Buyer agrees to reimburse Seller for all attorney fees and court costs in connection with default of these payment terms by Buyer.
6. **DELAYS.** All orders are subject to Seller's ability to make delivery at the time and in the quantities specified, and Seller shall not be liable for damages for failure to make partial or complete shipment or for any delay in making shipments. Seller shall not be liable for delays or defaults in delivery caused by forces not reasonably within Seller's control (including but not limited to delays or defaults by carriers, extreme cold weather, partial or total failure of Seller's intended production, transportation or delivery facilities, etc., floods, fires, storms, or other acts of God, war or act of public enemy (or civil disturbance), strikes, lock-outs, shortages of labor or raw materials and supplies (including fuel), acts or omissions of Buyer, action of any governmental authority, or other force majeure event). Buyer shall be liable for any added expenses incurred by Seller because of Buyer's delay in furnishing requested information to Seller, delays resulting from order changes by Buyer, or delay in unloading shipments at the delivery point that are the fault of Buyer.
7. **SHIPMENT COSTS/TRANSPORTATION MATTERS.** Unless otherwise specified on Seller's invoicing document, all transportation charges, including, but not limited to, Seller's and carrier's charges for notification prior to delivery, demurrage, switching, detention, delay in unloading, diversion, or reconsignment shall be the sole responsibility of Buyer. Buyer will assume title and risk of loss concurrently in accordance with Seller's invoicing document. On passage of title, Buyer is then responsible for proper protection of Products and compliance with all regulations and ordinances and will indemnify Seller against all claims for personal injuries or property damage arising from the storage, use or handling of such Products. Claims for damage or shortage in transit must be made by Buyer against the carrier. Buyer has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim. Upon transfer of the Products' risk of loss to Buyer, Buyer is solely responsible for the care, condition, damage or loss of railcars used to deliver the Products until the railcars are released empty by Buyer to the rail carrier. Without Seller's prior written approval, neither Buyer nor any of its employees/agents will divert or export any such railcar to anywhere outside the continental U.S. Even with such Seller's approval, Buyer remains fully responsible for and shall promptly reimburse Seller for all claims, losses, costs, expenses, liabilities, penalties, demands and taxes directly caused by or incidental to such use of the railcars by Buyer.
8. **WARRANTY/TIME FOR MAKING CLAIMS.** Seller warrants only that it will convey good title to the Products and that, at the time of shipment, the Products will conform to the published specifications of Seller. Seller's specifications are subject to change at any time without notice to Buyer. NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IS MADE BY SELLER AND SELLER HEREBY DISCLAIMS ALL SUCH OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. Buyer must notify Seller of any claim with respect to Products, warranty, or any other claim under this Agreement within thirty (30) days of Seller's delivery of Products or such claim is waived. In the event of an alleged breach hereof by Seller, the sole remedy available to Buyer on account of any defect in the Products shall be limited to the replacement of such defective Products by Seller. In the event the remedy provided herein shall be deemed to have failed its essential purpose, then Buyer shall be entitled only to a refund of the amounts paid to Seller for such defective Products. Subject to the notification of claim provision above, no action for breach of the contract for sale or otherwise with respect to Products will be commenced more than one (1) year after the accrual of the cause of action thereto.
9. **LIMITATION OF LIABILITY.** SELLER'S LIABILITY FOR ANY CLAIM ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE NET PURCHASE PRICE ACTUALLY PAID TO SELLER FOR THE PRODUCTS INVOLVED. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. Buyer assumes all risks and liability for any damage to persons or property resulting from the use of the Products delivered hereunder in manufacturing processes of Buyer or in combination with other substances or otherwise.
10. **INDEMNIFICATION.** BUYER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE PRESENT OR FUTURE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, INSURERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, "INDEMNIFIED PARTIES"), FROM ALL CLAIMS, LIABILITIES, DAMAGES, SUITS, PROCEEDINGS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES"), FOR ANY DAMAGE, INJURY, DEATH, LOSS OR DESTRUCTION OF ANY KIND RELATING TO OR ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OR DAMAGE TO ANY PROPERTY OR INJURY TO OR DEATH OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, BUYER OR ITS EMPLOYEES), WHETHER ARISING AS A WORKERS' COMPENSATION CLAIM OR UNDER THEORIES OF NEGLIGENCE, TORT, STRICT LIABILITY, INTENTIONAL MISCONDUCT, OR FAULT OF ANY KIND, AND EVEN IF THE RESULT OR ALLEGED RESULT OF THE CONDUCT, NEGLIGENCE, ERROR, OMISSION, OR BREACH OF THIS AGREEMENT OR NON-COMPLIANCE WITH APPLICABLE LAWS BY ANY INDEMNIFIED PARTIES. THIS PROVISION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.
11. **SECURITY INTEREST.** Buyer grants to Seller, and Seller retains, a security interest in all Products furnished by Seller and the proceeds thereof, until the purchase price therefor is fully paid. Seller may file any financing statements and give notice of such security interest to third parties as Seller may determine to be necessary to perfect such security interest.
12. **LEGAL COMPLIANCE.** Buyer and its employees/agents (1) will comply with all applicable U.S. federal, state, local and foreign laws and regulations, including the U.S. Export Administration Regulations, the U.S. Foreign Corrupt Practices Act, and the U.S. Patriot Act, as amended from time to time (collectively, "Laws"); (2) will not subject Seller to any claim, penalty or loss of benefits under the Laws; and (3) will cooperate with Seller in any audit/inspection relating to the Laws. Upon Seller's request, Buyer will deliver a certificate to Seller in a form provided by Seller, certifying such matters as requested by Seller, as required by the Laws, or pertaining to Buyer's intended use of the Products as represented to Seller.
13. **MISCELLANEOUS.** Matters arising out of or in connection with a sale hereunder will be governed by Kansas laws without regard to conflicts of law rules, and Buyer and Seller consent to the jurisdiction of Johnson County, Kansas courts. Buyer shall not assign this Agreement without Seller's prior written consent. This Agreement constitutes the entire agreement regarding the subject matter hereof; no modification may be made, unless in writing and signed by the parties; and no acknowledgment/acceptance of purchase order forms containing different/additional terms shall have force or effect. Seller's failure to enforce any provision will not be a waiver of its right to enforce such provision or any other provision then or thereafter. Any unenforceable provision shall be enforced to the extent it is enforceable. Any provision intended to survive shall survive this Agreement's termination/expiration and the consummation of the transactions contemplated hereunder.

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 15-R-0039 - Contract Award – Denler, Inc.
for the 2015 Crack Sealing Program

AGENDA ITEM NUMBER: 4. B.

COMMITTEE AGENDA DATE: August 6, 2015

COUNCIL AGENDA DATE: August 17, 2015

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

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE _____

ITEM SUMMARY:

The 2015 Crack Sealing Program consists of approximately 114,500 lineal feet of crack routing and sealing of bituminous pavements at the following locations: Forest Trails Subdivision, Prince Crossing Farms Subdivision, Hampton Hills Subdivision (focusing primarily on sealing edge of pavement along gutter flag as remainder of roadway had been previously crack sealed), Kresswood Trails Subdivision, and Whispering Oaks Subdivision (focusing primarily on sealing edge of pavement along gutter flag as remainder of roadway had been previously crack sealed).

As part of the DuPage Municipal Partnering Initiative (MPI) program, the Village of Downers Grove, Village of Glen Ellyn, Village of Lombard, Village of Wayne, Village of Hinsdale, Village of Woodridge, Village of Villa Park, Village of Burr Ridge, and the City of West Chicago jointly developed bid documents and specifications for a Crack Sealing Program. The Crack Sealing Program was advertised as a one-year program (2014), with pricing also requested/received for years 2015 and 2016. Per the Contract, each Municipality reserves the right to renew the Contract for two additional one-year terms, subject to acceptable performance by the Contractor and price identified in the bid.

For 2014, per the recommendation of City staff and the MIP group, the contract for contractual crack sealing services was awarded to Denler, Inc. of Mokena, Illinois, for an amount not to exceed \$50,000.00 (unit price of \$1.253 per pound installed). City staff was extremely satisfied with the services provided by Denler in 2014.

For the 2015 Crack Sealing Program City staff recommends that the City Council award a contract to Denler, Inc. of Mokena, Illinois, for an amount not to exceed \$50,000.00 (unit price of \$1.284 per pound installed), under the MPI contract extension provisions.

In addition, pending acceptable performance, should the City choose to exercise its right to renew the Contract with Denler, Inc. for 2016, pricing will be \$1.316 per pound of material installed.

This year's program will be paid for using Capital Project Funds (08-34-53-4868) in which \$50,000.00 has been budgeted.

ACTIONS PROPOSED:

Approve Resolution No. 15-R-0039 authorizing the Mayor to execute a Contract with Denler, Inc. of Mokena, Illinois, in an amount not to exceed \$50,000.00 for the 2015 Crack Sealing Program.

CITY OF WEST CHICAGO

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 15-R-0039

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT AGREEMENT WITH DENLER, INC. FOR SERVICES
RELATED TO THE 2015 CRACK SEALING PROGRAM**

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 2015 Crack Sealing Program between the City of West Chicago and Denler, Inc., for an amount not to exceed \$50,000.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 17th day of August, 2015

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith

DENLER, INC.

19148 S. 104th Avenue, Mokena, IL 60448
(708) 479-5005 • Fax (708) 479-7199
www.parkinglots.net

May 29, 2015

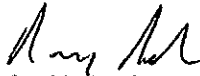
Thomas Engineering Group
Mr. Kevin Vandewoestyne
762 Shoreline Ave.
Suite 200
Aurora, IL 60504

RE: Crack Sealing Program for 2015

To Whom It May Concern:

This letter is to confirm that Denler is willing to perform the City of West Chicago's 2015 Crack Sealing Program under the CFB # ST-004C MPI contract pricing for 38,940 pounds. Pricing shall include the 2nd year pricing of \$1.284 per lb. for HMA surfaces.

Respectfully



David J Denler
President

Site Development

*Asphalt & Concrete Paving • Lighting • Excavations
Concrete Curb Construction • Sewer Construction • Grading*

Site Maintenance

*Sweeping • Seal Coating • Asphalt Patching & Repair
Concrete Repairs • Crack & Joint Routing & Repair • Striping*

Village of Downers Grove Public Works Department
5101 Walnut Ave
Downers Grove, IL 60515

SUBMISSION INFORMATION

INVITATION # ST-004C
BID OPENING DATE: April 2, 2014
TIME: 10:00 A.M. Local Time
LOCATION: Public Works

COPIES: One (1) original & ten (10) copies

INVITATION TO BID CONTRACTOR INFORMATION

Company Name: Denler, Inc.
Address: 19148 S. 104th Ave.
City, State, Zip Code: Mokena, IL 60448

Crack Sealing and Seal Coating Services
per the specifications identified herein

I. BASE BID ITEMS

A. CRACK SEALING ASPHALT PAVEMENT

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Crack Sealing Asphalt Pavement per the specifications identified herein- Year 1	355,414	LB	\$ <u>1.253</u>	\$ <u>445,333.74</u>
2 Year 2 (optional)	352,800	LB	\$ <u>1.284</u>	\$ <u>452,995.20</u>
3 Year 3 (optional)	351,800	LB	\$ <u>1.316</u>	\$ <u>462,968.80</u>

B. CRACK AND JOINT SEALING PCC PAVEMENT

Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1 Crack and Joint Sealing PCC Pavement per the specifications identified herein- Year 1	1,898	LB	\$ <u>2.95</u>	\$ <u>5599.10</u>
2 Year 2 (optional)	1,900	LB	\$ <u>2.98</u>	\$ <u>5662.00</u>
3 Year 3 (optional)	1,900	LB	\$ <u>3.03</u>	\$ <u>5757.00</u>

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 15-R-0040 – Contract Award - 2015
Contractual Street Striping Program

AGENDA ITEM NUMBER: 4, C.

COMMITTEE AGENDA DATE: August 6, 2015

COUNCIL AGENDA DATE: August 17, 2015

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

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE _____

ITEM SUMMARY:

The 2015 Contractual Street Striping Program consists of pavement marking removal and installation of thermoplastic pavement markings on those streets related to the 2008 Street Resurfacing Program (i.e., Conde Street from Joliet Street to Route 59; Spencer Avenue from Joliet to Clayton Street; Allen Avenue from Geneva Street to its south terminus past Spencer Avenue; Barber Street between Spencer Avenue and Conde Street; and Parker Avenue between Geneva Street and Spencer Avenue), on Wilson Avenue between Spencer Avenue and Conde Street, on Main Street between Washington Street and Prince Crossing Road, on Fremont Street between Washington Street and National Street, on Arbor Avenue between Washington Street and Hawthorne Lane, on Town Road between Washington Street and Illinois Route 38 (Roosevelt Road), and replacing/upgrading painted school zone markings with thermoplastic markings throughout the City.

Like FY 2012, FY 2013, and FY 2014, for FY 2015, Superior Road Striping, Inc. holds a joint purchasing contract through the Suburban Purchasing Cooperative (SPC). The Suburban Purchasing Cooperative (SPC) Joint Purchasing Program is sponsored by the Northwest Municipal Conference, DuPage Mayors and Managers Conference (West Chicago is a member), South Suburban Mayors and Managers Association, and Will County Governmental League; together representing over 150 municipalities, townships and other governmental agencies. Gasoline and diesel fuel delivery, vehicle purchases, and pavement striping, are items for which SPC has procured joint purchase pricing through a competitive bid process. Utilizing the SPC Joint Purchasing Program, and Superior Road Striping, Inc.'s unit pricing offered in said program, the City's 2015 Contractual Street Striping Program as referenced above has been designed to spend the full budgeted amount of \$40,000.00, depending on final quantity measurements.

It is staff's recommendation that City Council award a contract to Superior Road Striping, Inc. of Melrose Park, Illinois, for the 2015 Street Striping Program, using pricing obtained from the SPC Joint Purchasing Contract, in an amount not to exceed \$40,000.00. This year's program will be paid for using Capital Project Funds (08-34-53-4869).

Superior Road Striping, Inc. has confirmed that they will honor their SPC joint purchasing unit prices for the City's 2015 Striping Program. Superior Road Striping, Inc. has performed work on previous City projects and is an IDOT Prequalified Firm.

CITY OF WEST CHICAGO

ACTIONS PROPOSED:

Approve Resolution No. 15-R-0040 authorizing the Mayor to execute a Contract with Superior Road Striping, Inc. of Melrose Park, Illinois, using pricing obtained through the SPC Joint Purchasing Contract, in an amount not to exceed \$40,000.00 for the 2015 Contractual Street Striping Program.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 15-R-0040

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT AGREEMENT WITH SUPERIOR ROAD STRIPING, INC. FOR
SERVICES RELATED TO THE 2015 STREET STRIPING PROGRAM**

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 2015 Street Striping Program between the City of West Chicago and Superior Road Striping, Inc., for an amount not to exceed \$40,000.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 17th day of August, 2015

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 15-R-0041 - Contract Award - RJN Group, Inc. for Construction Oversight Services Related to the Lift Station #5 Force Main Rehabilitation Project

AGENDA ITEM NUMBER: 4. D.**COMMITTEE AGENDA DATE:** August 6, 2015**COUNCIL AGENDA DATE:** August 17, 2015**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** _____**ITEM SUMMARY:**

In October of 2014 City Council approved a contract with Apollo Infrastructure Service, LLC for construction services related to the replacement of the existing sanitary force main for Sanitary Lift Station #5, located at 344 S. Neltnor Boulevard behind the Burger King Restaurant on Illinois Route 59 (Neltnor Boulevard). The existing force main extends across the front of the Metra Station and is approximately 60-year old cast-iron pipe that has exceeded its useful life.

After a construction contract was approved by City Council, City staff and RJN Group staff (our engineering design consultant) worked directly with Apollo Infrastructure Services, LLC to alter and improve on the design and construction methods proposed; resulting in final plan revisions and a formal construction permit application being submitted to the Illinois Environmental Protection Agency (IEPA) in April 2015. With an IEPA construction permit now issued, construction of the replacement force main is scheduled to commence in late August/early September 2015.

With engineering design services completed, IEPA construction permits secured, and the project scheduled to commence, staff desires to utilize RJN Group, Inc. for construction oversight services. Therefore, it is staff's recommendation that a contract be awarded to RJN Group, Inc. for construction oversight services related to the Lift Station #5 Force Main Replacement Project for an amount not to exceed \$44,170.00.

The above referenced services will be paid for using Sewer Funds (05-34-43-4402).

ACTIONS PROPOSED:

Approve Resolution No. 15-R-0041 authorizing the Mayor to execute a contract with RJN Group, Inc. for Construction Oversight Services related to the Lift Station #5 Force Main Replacement Project for an amount not to exceed \$44,170.00.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 15-R-0041

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT AGREEMENT WITH RJN GROUP, INC.
FOR CONSTRUCTION OVERSIGHT SERVICES RELATED TO THE
LIFT STATION #5 FORCE MAIN REPLACEMENT 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 a Contract Agreement for Construction Oversight Services related to the Lift Station #5 Force Main Replacement Project, between the City of West Chicago and RJN Group, Inc., for an amount not to exceed \$44,170.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 17th day of August, 2015.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith



The Choice for Collection System Solutions

www.rjn.com

July 24, 2015

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

**SUBJECT: LIFT STATION #5 FORCE MAIN REPLACEMENT
RESIDENT ENGINEERING PROPOSAL**

Dear Mr. Flatter:

It was our pleasure to provide design services to the City of West Chicago (City) for the Lift Station #5 Force Main Replacement Project. We have recently received the construction permit from the IEPA for this project and are now ready to move forward with construction. This construction project will require resident engineering oversight. This proposal is our estimate of the associated resident engineering services required to provide these services.

In addition to the contract management and other office services required, we recommend that the following construction observation services be provided:

- Directional Drilling (Sewer and FM) - 120 hours
- Open Cut and Restoration Work – 60 hours
- Lift Station Work and Startup – 40 hours
- Contingency for Contractor Delays – 40 hours
- Punchlist and Final Inspections - 24 hours

PROPOSED SCOPE OF WORK

Our proposed scope of services is as follows:

1. Pre-Construction Assistance:
 - a. Attend planning meeting with City staff and Apollo.
 - b. Prepare updated Schedule of Pay Items for Apollo to complete and serve as the basis for and contract cost changes and the pay requests.
 - c. Incorporate revised items into contract package for execution by the City and Apollo.
 - d. Update the plans to include traffic control typical details and minor revisions.
 - e. Attend preconstruction meeting. Prepare and distribute meeting minutes.

Mr. Robert E. Flatter, P.E.

July 24, 2015

Page Two

2. Provide construction observation for the duration of the project. RJN proposes to be on-site full-time for approximately (8-9 hours) per day when the Contractor is onsite and working. This proposal is based on 30 days of construction including full-time, on-site construction observation services.
3. Provide documentation of the construction activities, including maintaining a daily project journal, taking digital photographs of all phases of the project, and documentation of contract quantities.
4. Provide periodic inspection of traffic control measures to ensure roadways remain open and driveways/sidewalks are not blocked for extended periods.
5. RJN will inspect each manhole and surrounding area during and after construction, to ensure no damage has occurred. This includes the final walk through, preparation of punch list, and final inspection.
6. RJN will submit weekly project updates to the City.
7. Provide contract management, including review of Contractor's shop drawings, schedule and phasing plan, payment requests, preparation of change orders, and coordination of contract closeout.
8. Revise the Contractor's video of the completed piping and provide revised exhibits based on the as-built plans.
9. Provide general project management throughout the duration of the project.

SCHEDULE

The schedule for this project will be set by the Contractor in compliance with the Contract Documents.

PROPOSED FEE

The proposed scope of services will be invoiced on a time and material basis using the enclosed fee schedule with a not-to-exceed maximum billing of \$44,170.



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Mr. Robert E. Flatter, P.E.
July 24, 2015
Page Three

We appreciate the opportunity to continue providing the City with professional services on this important project. If you have any questions, please feel free to contact me at 630-682-4700 x314.

Sincerely,
RJN Group Inc.

A handwritten signature in black ink, reading 'Michael N. Young'.

Michael N. Young, P.E.
Principal

A handwritten signature in black ink, reading 'Joe Sullivan'.

Joseph Sullivan
Project Manager

ENCLOSURE

CITY OF WEST CHICAGO
CONSTRUCTION OBSERVATION SERVICES FOR FORCE MAIN REPLACEMENT PROJECT
LIFT STATION #5
Summary of Fees

Task No.	Task Description	\$ 185 QC	\$ 160 PM	\$ 110 PE	\$ 100 RE	\$ 90 GIS	\$ 85 EI	\$ 65 FT	\$ 60 CL	Total Hours	Total Cost
1001	Pre-Construction Assistance	4	16	-	4	-	24	-	4	52	\$ 5,980
1002	Construction Observation and Progress Monitoring	-	8	-	284	-	-	-	-	292	\$ 29,680
1003	Paperwork (RFIs, Shop Drawings and Pay Requests)	2	8	-	12	-	8	-	2	32	\$ 3,650
1004	TV Review and Record Drawings	-	2	-	2	-	12	-	-	16	\$ 1,540
1005	Project Management and Meetings	4	8	-	8	-	-	-	-	20	\$ 2,820
9901	Mileage, Travel, & Misc. Direct Expenses										\$ 500
TOTAL		10	42	-	310	-	44	-	6	412	\$ 44,170

Legend

QC Quality Control Manager
PM Project Manager
PE Project Engineer
RE Resident Engineer
GIS GIS Technician
EI Engineer Intern
FT Field Technician
CL Clerical

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Purchase of One 2015 John Deere 5075E Utility Tractor with John Deere HX7 Lift-Type Rotary Cutter from Deere & Company of Cary, North Carolina, and Approve Ordinance No. 15-O-0029 Authorizing the Sale of One 1986 John Deere 2350 Tractor to Deere & Company through Buck Bros. Inc. of Hampshire, Illinois.

AGENDA ITEM NUMBER: 4.E.**COMMITTEE AGENDA DATE:** August 6, 2015**COUNCIL AGENDA DATE:** August 17, 2015**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** _____**ITEM SUMMARY:**

Annually, the Public Works Department plans and budgets for the purchase and delivery of replacement vehicles. For FY 2015, the Public Works Department has planned and budgeted for the replacement of one 2001 New Holland TC45D Tractor and 2001 Woods R105 Mower Attachment presently utilized by personnel in the Public Works Department for right-of-way mowing operations.

For 2015, John Deere holds a joint purchasing contract under the National Joint Powers Alliance (NJPA) Program with Buck Bros., Inc. of Hampshire, Illinois, being the local authorized John Deere vendor for our area. The City of West Chicago is a member of the NJPA. The NJPA is a municipal national contracting agency that provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting law for use by education, government, and non-profits.

With tractor and mowing attachment/equipment specified by the City, John Deere submitted a price quote of \$38,969.98 under the NJPA program. In addition, John Deere has offered to purchase a 1986 John Deere 2350 tractor from the City for a trade-in value of \$5,480.00. Therefore, with our trade-in, John Deere's final purchase price quote is \$33,489.98.

The tractor and mowing attachment/equipment will be purchased from the Capital Equipment Replacement Fund (04-34-39-4804) in which \$33,600.00 has been budgeted.

ACTIONS PROPOSED:

That the West Chicago City Council waive competitive bidding, approve Ordinance No. 15-O-0029 authorizing the sale of one 1986 John Deere 2350 tractor to Deere & Company of Cary, North Carolina, and authorize the purchase of one 2015 John Deere 5075E Utility Tractor with John Deere HX7 Lift-Type Rotary Cutter from Deere & Company through Buck Bros., Inc. of Hampshire, Illinois, at a final purchase price not to exceed \$33,489.98 with trade-in/sale.

COMMITTEE RECOMMENDATION:

ORDINANCE NO. 15-O-0029

**AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL PROPERTY
OWNED BY THE CITY OF WEST CHICAGO**

WHEREAS, in the opinion of the corporate authorities of the City of West Chicago, it is no longer necessary or useful to or for the best interests of the City of West Chicago, to retain ownership of the personal property hereinafter described; and,

WHEREAS, it has been determined by the City Council of the City of West Chicago to sell said personal property to Deere & Company, 2000 John Deere Run, Cary, North Carolina, through Buck Bros., Inc. 14N937 US Hwy 20, Hampshire, Illinois.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of West Chicago, Illinois, in regular session assembled as follows:

SECTION 1. Pursuant to 65 ILCS 5/11-76-4, the City Council of the City of West Chicago finds that the following personal property:

One (1) 1986 John Deere 2350 Tractor
Identification Number L02350R580041

now owned by the City of West Chicago, is no longer necessary or useful to the City of West Chicago and the best interests of the City of West Chicago will be served by its sale.

SECTION 2. Pursuant to said Statute, the City Administrator is hereby authorized and directed to sell the aforementioned personal property now owned by the City of West Chicago to Buck Bros., Inc. 14N937 US Hwy 20, Hampshire, Illinois for the amount of \$5,480.00.

SECTION 3. Upon payment of the full amount, the City Administrator is hereby authorized and directed to convey and transfer title to the aforesaid personal property.

SECTION 4. All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION 5. That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED this 17th day of August 2015.

Alderman L. Chassee _____
Alderman D. Earley _____
Alderman L. Grodoski _____
Alderman S. Dimas _____
Alderman J.C. Smith, Jr. _____
Alderman M. Edwalds _____
Alderman J. Banas _____

Alderman J. Beifuss _____
Alderman J. Sheahan _____
Alderman A. Hallett _____
Alderman M. Birch _____
Alderman K. Meissner _____
Alderman R. Stout _____
Alderman N. Ligino-Kubinski _____

APPROVED as to form: _____
City Attorney

APPROVED this 17th day of August 2015.

Mayor Ruben Pineda

ATTEST:

City Clerk, Nancy M. Smith

PUBLISHED: _____

NATIONAL JOINT POWERS ALLIANCE (NJPA) - Ag Tractors and/or Implements Together with Related Equipment & Accessories Contract

Contract Number: 021815-DAC

Contract Period: May 18, 2015 – March 17, 2019

Eligibility: The contract allows for service to NJPA Member agencies in all states.

The following eligibility requirements must be met:

Entity must be a NJPA Member. John Deere dealers must refer to Pathways to verify membership before quoting. **Please include the member number on the dealer quote or on the NJPA Member's purchase order.**

Eligible NJPA Members are state, city, county, municipal or local tax-supported governmental agencies, turnpikes, airports, housing authorities, electric cooperatives, water cooperatives, K-12 public school systems, public and private higher education facilities such as colleges and universities, public and volunteer fire departments, public or non-profit museums, libraries and zoos.

Non-profit agencies are not eligible to purchase John Deere equipment on the NJPA contract.

To become an NJPA Member you can call 888-894-1930 for more details or visit the [NJPA website](#) to complete an application.

Quotes and Purchase Orders:

To obtain a quote, contact your local [John Deere Dealer](#). Submit purchase order to your local dealer.

All purchase orders must show John Deere Company as the vendor and reference the contract number.

CONTRACT DETAILS**Quotes**

Quotes are valid for 30 days from the creation date of the quote. All quotes created in JDQ2 have creation and expiration dates on the upper right



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:
Buck Bros., Inc.
14 N 937 Us Hwy 20
Hampshire, IL 60140
847-683-4440
info@buckbrosinc.com

Quote Summary

Prepared For:
West Chicago Public Works Dept
475 Main St
West Chicago, IL 60185

Delivering Dealer:
Buck Bros., Inc.
Lindsey Parsons
14 N 937 Us Hwy 20
Hampshire, IL 60140
Phone: 847-683-4440
Mobile: 847-774-8771
deerelfp@buckbrosinc.com

Quote ID: 11892524
Created On: 03 August 2015
Last Modified On: 03 August 2015
Expiration Date: 02 September 2015

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 5075E Utility Tractor (57.6 PTO hp) Contract: Rock Island County_14-04-00777 Price Effective Date: August 3, 2015	\$ 41,621.99	\$ 33,749.54 X	1 =	\$ 33,749.54
JOHN DEERE HX7 Lift-Type Rotary Cutter - 540 RPM PTO With Stumpjumper, Single Suction Blades Contract: Rock Island County_14-04-00777 Price Effective Date: August 3, 2015	\$ 6,869.00	\$ 5,220.44 X	1 =	\$ 5,220.44

Equipment Total **\$ 38,969.98**

Trade In Summary	Qty	Each	Extended
1986 JOHN DEERE 2350 - L02350R580041	1	\$ 5,480.00	\$ 5,480.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 5,480.00

Trade In Total **\$ 5,480.00**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 38,969.98
Trade In	\$ (5,480.00)
SubTotal	\$ 33,489.98
Total	\$ 33,489.98
Down Payment	(0.00)

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Buck Bros., Inc.
14 N 937 Us Hwy 20
Hampshire, IL 60140
847-683-4440
info@buckbrosinc.com

Rental Applied
Balance Due

(0.00)
\$ 33,489.98

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

Selling Equipment

Quote Id: 11892524

Customer Name: WEST CHICAGO PUBLIC WORKS DEPT

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

Buck Bros., Inc.
14 N 937 Us Hwy 20
Hampshire, IL 60140
847-683-4440
info@buckbrosinc.com

R127764	Weight, Front Suitcase 95 Lb. (43 kg) Quantity of One	10	\$ 134.20	19.00	\$ 25.50	\$ 108.70	\$ 1,087.00
BW16009	Deluxe Hood Guard	1	\$ 407.00	19.00	\$ 77.33	\$ 329.67	\$ 329.67
19M9365	Cap Screws for Hood Guard	16	\$ 5.90	19.00	\$ 1.12	\$ 4.78	\$ 76.48
RE283802	Downward Facing Exhaust Pipe	1	\$ 158.47	0.00	\$ 0.00	\$ 158.47	\$ 158.47
Misc Hardware	Misc Hardware for Downward Exhaust	1	\$ 29.50	0.00	\$ 0.00	\$ 29.50	\$ 29.50
Dealer Attachments Total			\$ 3,313.26		\$ 593.79	\$ 2,719.47	\$ 3,995.81
Suggested Price							\$ 33,749.54
Total Selling Price			\$ 40,046.26		\$ 7,573.06	\$ 32,473.20	\$ 33,749.54

JOHN DEERE HX7 Lift-Type Rotary Cutter - 540 RPM PTO With

Contract: Rock Island County_14-04-00777

Price Effective Date: August 3, 2015

Suggested List *

\$ 6,869.00

Selling Price *

\$ 5,220.44

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
220HP	HX7 Lift-Type Rotary Cutter - 540 RPM PTO With Stumpjumper, Single Suction Blades	1	\$ 6,869.00	24.00	\$ 1,648.56	\$ 5,220.44	\$ 5,220.44
Standard Options - Per Unit							
0202	United States of America	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Suggested Price							\$ 5,220.44
Total Selling Price			\$ 6,869.00		\$ 1,648.56	\$ 5,220.44	\$ 5,220.44

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JOHN DEERE

Trade-in

Quote Id: 11892524

Customer Name: WEST CHICAGO PUBLIC WORKS DEPT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

1986 JOHN DEERE 2350			
SN# L02350R580041			
Machine Details			
Description			Net Trade Value
1986 JOHN DEERE 2350			\$ 5,480.00
SN# L02350R580041			
Your Trade In Description			
Additional Options			
Hour Meter Reading	4385	Axle Front	Tires - Front: 7.50x16
Hydraulics	2 Hyd Outlets	PTO	PTO - Speed: 540
Transmission	Transmission: 8F/4R CM		
Total			
			\$ 5,480.00

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