

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

FEE SUMMARY
City of West Chicago
Salt Storage Facility Project
Detailed Cost Breakdown

23-Feb-19

TASK	BUDGET			Engineer	Engineer	Engineer	Engineer	Engineer	Structural	Survey	Survey	Survey	Survey	Environmental	Environmental	Environmental	Cadd	Sub-	Direct
	Hours	Dollars	%	VI	V	IV	III	II	V	V	IV	III	II	V	IV	III	II	Consultant	Costs
Task 1 – Survey	76	\$10,362.00	6%								4	6	8	60				0	
Task 2 – Permit Plans	292	\$42,381.00	26%	2	28	64	40	88							2	4		64	\$175.00
Task 3 – DuPage County Wetland Submittal	22	\$3,754.00	2%	0	2	0	0								4	8	8	0	\$200.00
Task 4 – DuPage County Stormwater Management Permit	32	\$5,972.00	4%	1	13	16	0								2			0	\$200.00
Task 5 – City of West Chicago Permit	8	\$1,778.00	1%	2	4	0	0								2			0	\$100.00
Task 6 – Final Submittal	204	\$30,436.00	19%	4	22	52	40	80					4		2	6		14	\$250.00
Task 7 – Bid Set Submittal	51	\$6,675.00	5%	3	14	8	2	8					2		2	4		8	\$200.00
Task 8 – Bidding Assistance	16	\$3,119.00	2%	3	10	0	0	2							1				
Task 9 – Coordination	24	\$5,040.00	3%	5	16	0									3				\$75.00
Task 10 – Project Management	34	\$7,052.00	4%	8	24	0									2				
Salt Barn	0	\$30,000.00	18%	0	0	0													\$30,000.00
Fire Suppression System	0	\$15,000.00	9%	0	0	0													\$15,000.00
Geotechnical Report	0	\$5,400.00	3%	0	0	0													\$5,400.00
Sub-Total	761																		
Total Hours per Classification				28	133	140	82	158	0	4	6	14	60	20	22	6	86		
Average Hourly Rate (2016 Rates)				\$239.00	\$197.00	\$160.00	\$144.00	\$113.00	\$239.00	\$219.00	\$186.00	\$162.00	\$116.00	\$206.00	\$160.00	\$132.00	\$144.00		
Total Cost	761	\$198,969.00	100%	\$6,692.00	\$26,201.00	\$22,400.00	\$11,808.00	\$17,854.00	\$0.00	\$876.00	\$1,110.00	\$2,268.00	\$7,080.00	\$4,120.00	\$3,520.00	\$1,056.00	\$12,384.00	\$50,400.00	\$1,200.00

February 22, 2018

Christopher B. Burke Engineering, Ltd.
Attn.: Bryan Luke
9575 West Higgins Road, Suite 600
Rosemont, IL 60018

Re: WEST CHICAGO SALT STORAGE PROJECT

Dear Mr. Luke:

In accordance with our previous correspondence and discussions, Advanced Storage Technology, Inc. (hereinafter "AST"), proposes to provide Christopher B. Burke Engineering, Ltd. (hereinafter "CBBEL"), as agents for the City of West Chicago, Illinois (hereinafter "Owner"), with plans and specifications for a new salt storage building as described below, subject to the conditions noted:

1) Plans will indicate a Hi-Arch Gambrel salt storage building incorporating the following features and dimensions:

- Salt storage structure nominal dimensions to be 70' x 104'
- 12' high poured concrete walls
- 29 gauge metal roofing over wood deck with a band of translucent panels in the roof
- Entranceways in both 70' ends of the salt storage area, nominal dimensions 30' high x 20' wide, with overhead and pass doors
- Lean-to structure on both sides of building, 40' deep with columns nominal 20' o.c. and typical cylindrical footings
- Base Bid: The lean-to's will be unenclosed except for one 20' bay to be enclosed, insulated, and subdivided as a work room and mechanical room.
- Alternate: Both lean-to's will be fully enclosed with an overhead door in each bay.
- Foundations to be based on minimum 2,500 psf soil bearing pressure.

The following items are not included in AST's scope of work:

- Geotechnical investigation or report
- Site design
- Interior or exterior flooring or other paving
- Drainage system
- Sprinkler system if required
- Utilities (electrical, HVAC, water/sewer, etc.)
- Site visits and inspections

Plans will be stamped by a structural engineer licensed in the State of Illinois, and both plans and construction specifications may be included in your bid package for the project.

2) CBBEL shall provide AST with information concerning soil conditions at the building site for use in foundation design.

- 3) These documents will be supplied to CBBEL at a cost of thirty thousand dollars (\$30,000.), due upon receipt of the plans and specifications.
- 4) CBBEL agrees that use of these plans will be limited to one structure for this Owner, and that the documents will be distributed only to those involved in the project.
- 5) Other services provided by AST will include answering questions during bidding and construction, and review of required shop drawings and submittals.

To accept and execute this proposal, please provide the signature of an officer of your corporation who is authorized to sign binding contractual documents. Please return the original to us, retaining any copies you need for your files. Upon receipt of your signature, and upon finalizing the remaining details, we will proceed with production of the plans and specifications.

Sincerely yours,



Bruce Barit
President

CHRISTOPHER B. BURKE ENGINEERING, Ltd.

Date: _____

By: _____

Title: _____

**Hawthorne Lane Salt Storage Facility
Phase I Preliminary Design/Valuation Service
Summary of Meeting**

02/16/18 Final [Meeting No 2]



**City of West Chicago
Public Works Department
1400 W Hawthorne Lane**

**1350 W. Hawthorne Lane Salt Storage Facility
Phase I Preliminary Design/Valuation Services**

Meeting No 2: Final Concept. 02/16/18 at 9:00am, City Hall.

Prepared by: Bryan Luke, PE Christopher B. Burke Engineering, Ltd. (CBBEL)
Attendee sign-in Sheet appended below.

Discussion Summary.

1. City has selected Concept Alt 1C for immediate construction, which accommodates future plan Alt 1.
2. Building's address shall be 1350 W Hawthorne Ln.
3. Overall budget is \$2 million.
4. City desires all permits to be in-hand for project prior to advertising for bids. City typically requires 3 weeks for advertisement to contractor and 2 – 2 ½ months for contract process and notice-to-proceed.
5. City Public Works will work with City Departments to acquire all City permits and ordinance amendments, etc. CBBEL Team will coordinate all County Permits.
6. City will require a PUD amendment to 2005 PUD to show proposed layout of salt storage building. CBBEL will provide drawings for City to submit PUD amendment.
7. Project's Stormwater application number is 1834.0006.
8. City is looking for Phase II engineering services including bidding assistance and review of bids received.
9. Existing Sanitary Materials storage building to remain after Salt Barn construction. The building has water/san/gas service from Hawthorne (west side of drive).
10. Lot.
 - a. City stated min 8" thick HMA lot on 6" aggregate. CBBEL to design pavement, to determine if thicker section is warranted.
 - b. All slopes to be <2.0%.
 - c. Site does not require a designated pedestrian access route.

- d. CC&G with curb cuts are anticipated to surround lot. Building Dept stated curb only required at parking stalls, but "aggregate shoulders" adjacent to lot or to curb are prohibited. Decorative cobble/rock is acceptable at pavement edge/curb back, so is rip-rap at curb-cuts.
- e. Space for approx 8 parking stalls + 1 ADA stall needs to be provided. City to determine if stalls need to be striped/signed. Four spaces per 1,000 sf office space and one space per 1,000 sf non-office under roof.
- f. Design vehicle is a WB-50.
- g. Fence to be 8' tall chain link without slats or similar. Fence fronting Hawthorne Ln may be required to be solid (Building Dept to determine). No wire topper. Gates to be manual: 1 vehicular gate across pr entrance and one man-gate near southwest fence corner. Setback from lot to be determined (snow storage needs, etc)
- h. Lot to be linked (full width) to existing lot behind existing sanitary storage building. Lot to be linked (8' wide HMA) at southwest corner, to existing entrance road.
- i. Lighting components to be LED, and similar in look to existing water treatment plant parking lot lighting system. System may be on dimmer, motion detectors. Photometrics will be required to be submitted verifying no light spillage at property line.

11. Landscaping.

- a. Trees/shrub landscaping plan not required for this project by Building Permits.
- b. All spoil will remain onsite, in as low a berm as possible (3:1 or flatter side slopes).
- c. Restoration will be salt tolerant seed behind curb, and native seeding in wetland buffer and BMP areas.

12. Utilities.

- a. Utility coordination needed in Phase II.
- b. No field tile investigation required (plans to note that field tiles may be present, and stipulate remediation measures if encountered).
- c. The following Salt building services are anticipated to tap into the adjacent lines serving 1400 W Hawthorne Ln. These service connections are not anticipated to require IEPA- Permits.
 - i. Pr sanitary to drain floor drains to ex building service needed Pr 2" water service for hose bib connection at building needed.
 - ii. Pr exterior fire hydrants (within 75' of pr building siamese connection and within 300' of all points of building).
 - iii. Pr gas service for unit heaters.

iv. Pr electrical.

13. Salt Barn Building.

- a. Building Dept stated there is no aesthetic or landscaping requirements for building.
- b. Advanced Storage Technology, Inc. (ATS) to provide (for a fee) structurally sealed plans and special provisions, cost estimate and anticipated construction sequencing/schedule.
- c. Anticipated to be 70'x120' (6000 Ton capacity) with semi-truck access each short side end. Long side flanked by roofed 40' deep x 20' wide veh stalls. No interior dividers/partitions/bins.
- d. 12' tall conc walls to support wood truss/roof. No form liner.
- e. Roof material not selected, anticipated to be asphalt or standing metal seam.
- f. Flooring may be concrete, overlaid with HMA (to avoid spall from salt absorption during first few years), or entirely HMA.
- g. Barn to have two electric garage roll-doors, and 2 man-doors (keyed entry).
- h. Floor drains connecting to sanitary line are required.
- i. Fire suppression/fire alarm for barn and side-bays required. This will be a dry chemical system.
- j. Exterior bays to have roof and foundations only for future wooden walls and metal garage doors (base bid) and included wooden walls/garage doors (alternate bid).
- k. One exterior bay vehicle stall will be constructed with walls and doors and divided into mechanical room/front receiving room.
- l. Mechanical room to include provisions for heat, electric and water (domestic and fire protection) services.
- m. During construction, loaded entrance off 1400 W Hawthorne, empty entrance off 1300 W Hawthorne.
- n. Triple basin required on sanitary line for barn/exterior bays.
- o. No restroom required.

14. Conc pads. 30'x30' concrete pad for liquid storage. City will provide/install/plum the tank/cradle.

15. BMP. Bioswale/stormwater chamber to collect salts/oils from proposed parking lot/roof runoff.

Hawthorne Lane Salt Storage Facility
Phase I Preliminary Design/Valuation Service
 Summary of Meeting

02/16/18 Final [Meeting No 2]

Schedule.

ID	Task Name	Duration	Start	Finish	Timeline: Half 1, 2018 Half 2, 2018 Half 1, 2019 Half 2, 2019																			
					F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	
1	DESIGN	121 days	Fri 3/16/18	Fri 8/31/18																				
2	Notice To Proceed	1 day	Fri 3/16/18	Fri 3/16/18																				
3	1 - Survey / Geotech	3 wks	Mon 3/26/18	Fri 4/13/18																				
4	2 – Permit Plans	5 wks	Mon 3/19/18	Fri 4/20/18																				
5	City Review (Public Works, Buildings)	4 wks	Mon 4/23/18	Fri 5/18/18																				
6	3 – DuPage County Wetland Submittal	3 wks	Mon 5/7/18	Fri 5/25/18																				
7	Permit Review	6 wks	Mon 5/28/18	Fri 7/6/18																				
8	4 – DuPage County Stormwater Management Permit	3 wks	Mon 5/7/18	Fri 5/25/18																				
9	Permit Review	6 wks	Mon 5/28/18	Fri 7/6/18																				
10	5 - City of West Chicago Stormwater Permit	3 wks	Mon 5/7/18	Fri 5/25/18																				
11	Permit Review	6 wks	Mon 5/28/18	Fri 7/6/18																				
12	6 – Final Submittal	4 wks	Mon 6/25/18	Fri 7/20/18																				
13	City Review	5 wks	Mon 7/23/18	Fri 8/24/18																				
14	DuPage County Permit Review	5 wks	Mon 7/23/18	Fri 8/24/18																				
15	7 – Bid Set Submittal	1 wk	Mon 8/27/18	Fri 8/31/18																				
16	CITY BID/AWARD	40 days	Mon 9/3/18	Fri 10/26/18																				
17	City Notice/Award	8 wks	Mon 9/3/18	Fri 10/26/18																				
18	8 – Bidding Assistance	1 wk	Mon 9/3/18	Fri 9/7/18																				
19	CONSTRUCTION	180 days	Mon 11/12/18	Fri 7/19/19																				
20	Removals, grade site, stone to HMA layer, 2 wks install BMP.	2 wks	Mon 11/12/18	Fri 11/23/18																				
21	Install/energize light poles.	2 wks	Mon 11/26/18	Fri 12/7/18																				
22	Winter shut-down. City uses pad for temp storage.	16 wks	Mon 12/10/18	Fri 3/29/19																				
23	Build Barn.	14 wks	Mon 4/1/19	Fri 7/5/19																				
24	Curb/gutter, fence, landscaping, pave lot	3 wks	Mon 6/17/19	Fri 7/5/19																				
25	Punchlist/Occupancy Permit Received	2 wks	Mon 7/8/19	Fri 7/19/19																				

Information Exchange.

Material Provided to Project Team: Ordinance No 05-O-0065.

Material Provided to City: None.

The above summary constitutes the author's understanding of the issues discussed and conclusions reached. Please notify the author of any comments or revisions to this summary within five days of issue.

Prepared by: Bryan L. Luke, PE
bluke@cbbel.com

Issue Date: Feb 23, 2018

NAME	REPRESENT	PHONE	EMAIL
BRYAN LUKE	CBBEL	847-923-0500	bluke@cbbel.com
John Caruso	CBBEL	847 823 0500	jcaruso@cbbel.com
JOHN D. FINCHAM	W.C.	630-247-6764	JFINCHAM@WESTCHICAGO.ORG
Rob Flatter	West Chicago	630-293-2255	Rflatter@westchicago.org
Steve Pertzborn	W Chicago	630-293-2200	spertzborn@westchicago.org
Jeff Harris	West Chicago	630 293-2200	jharris@westchicago.org
ROB SKERKE	WEST CHICAGO	630-243-2200	rskerk@westchicago.org

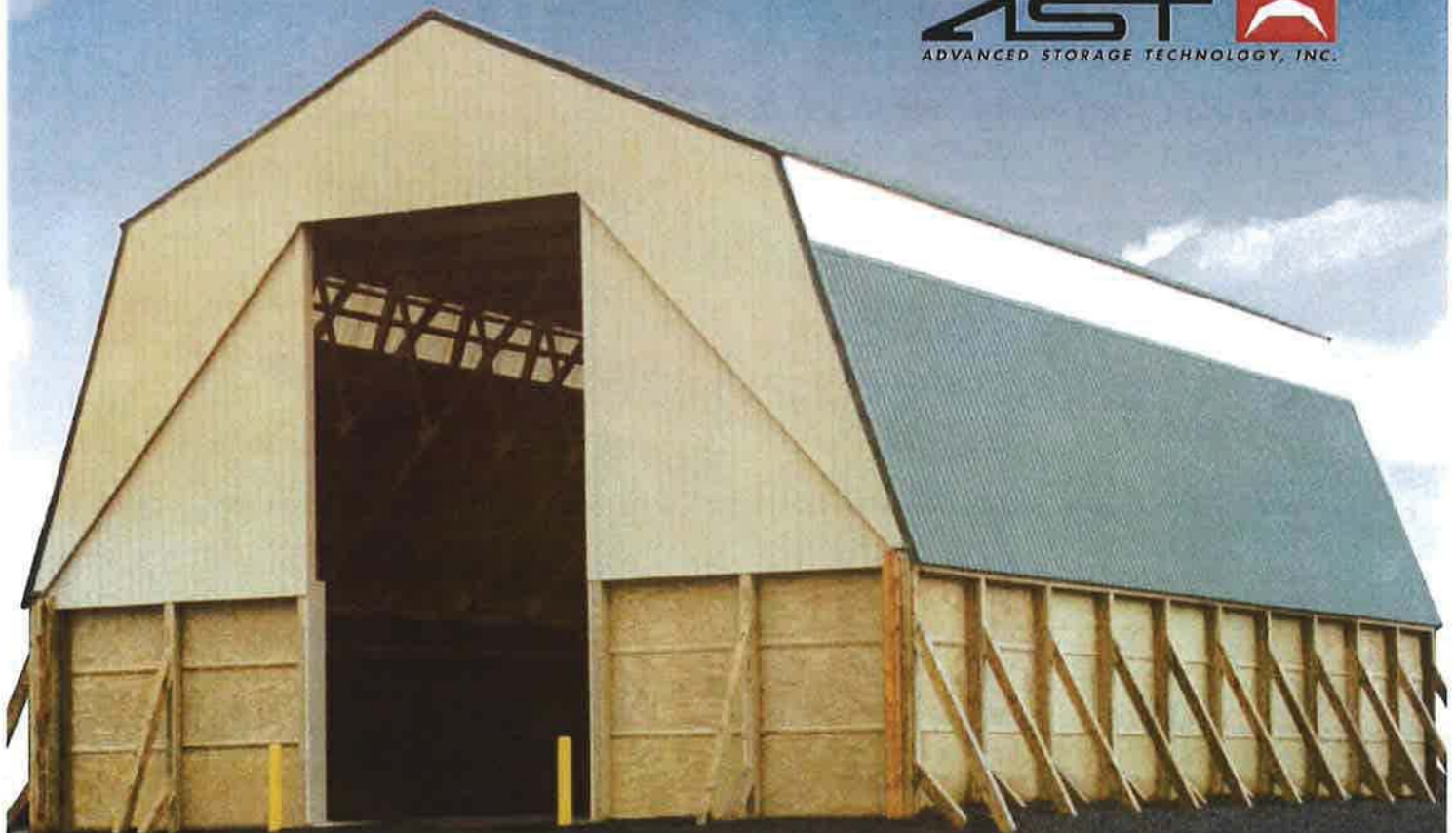


JOB Hawthorne Lane Salt Storage Facility
SHEET NO. 1 OF 1
CALCULATED BY RL DATE 2/16/18
CHECKED BY DATE
SCALE

The *Hi-Arch Gambrel*™

The smart
year-round
solution for
salt storage—
and so much more

AST 
ADVANCED STORAGE TECHNOLOGY, INC.





Each community and its storage needs are unique. The Hi-Arch Gambrel's versatile design can be tailored to store one or more piles of salt, mix or other materials, and to fit your site and budget requirements. A wide range of sizes can accommodate quantities from a few hundred tons to many thousands of tons.

After discussing your storage needs for salt and other materials, we can recommend sizes and layouts to meet your specific operational requirements.

Protects the Environment

Undercover operation improves efficiency and keeps you in compliance with environmental regulations.

Inside dumping and operations:

- Eliminate outdoor salt piles
- Prevent weather exposure
- Prevent runoff and decrease pollution liability

Maximizes Your Capacity

The Hi-Arch Gambrel's 30-foot-plus vertical clearance and rectangular shape allow you to fill the structure to capacity without the need for costly conveyors. Twelve foot (12') high crib walls provide ample headroom, and front-end loaders can build the pile height toward the center of the building at the natural angle of repose of the material.

With the Hi-Arch Gambrel, you can store more material per square foot than other structures, so it takes up less space on your site—and that means lower site work and paving costs.

← Anticipated interior



*Inside
Dumping*

Strong

Many Features

High Strength—Low Maintenance

The Hi-Arch Gambrel stands up to real-life working conditions. The crib wall panels are internally reinforced to withstand operational impact from equipment, as well as to support the weight of stored material. Salt will not harm the wall structurally, and the exterior can be painted or left natural. And while the wood wall is more economical, a concrete wall can be substituted if that would best meet the needs of your particular facility.

Our permanent, durable roof system consists of asphalt shingles or metal panels supported by a plywood deck over sturdy wood trusses.

The Lean-To—a popular and versatile option

A lean-to can be located on any side or end wall. When unenclosed, it serves as a basic and inexpensive way to shelter valuable equipment and supplies. When fully or partially enclosed, it can be customized for weathertight secure storage, a maintenance area or workshop—even office space. The lean-to can be built at the same time as the main structure or added at a future date.



Aesthetics

Materials and finishes can be chosen to harmonize with surroundings and other buildings nearby. You can have a shingle or metal roof, decorative elements such as cupolas, dormer windows and shutters, standard or custom siding, and colors of your choice.



Alternate bid -
wooden walls with
doors on all side
bays



Options

Vents and Skylights

The Hi-Arch Gambrel has full-length ridge and eave vents that provide ample passive ventilation; mechanical fans are not needed. Translucent skylight panels extend the length of the roof on both sides to provide plentiful natural lighting during daylight hours.



Overhead Doors

For added security or protection from the weather, an electrically operated overhead door can be installed in the main entranceway, with a manual exit door nearby.



Side Entrance

A side entrance offers an ideal design for storing multiple products. The side entrance can be off-centered in order to accommodate piles of various size while still providing a covered area for mixing and loading. Multiple entrances can also be provided.

Anticipated base bid (but with one bay closed in as Mech room)

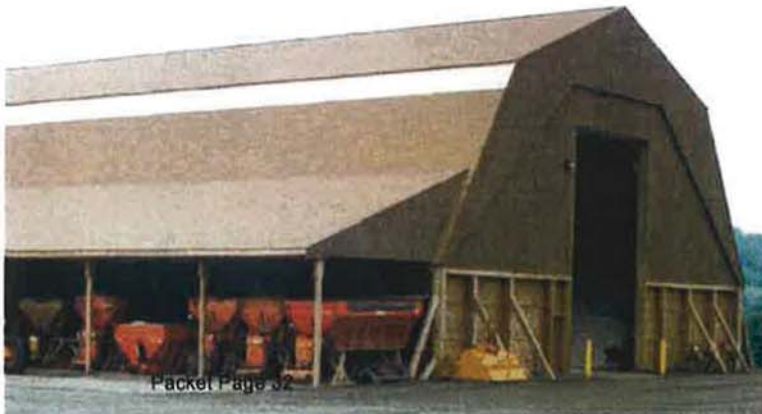
Anticipated walls



Concrete Wall

If you prefer, a concrete wall can be substituted for the reinforced wood panel system.

Anticipated base bid (but with conc walls.



Multi-functional

Knowledgeable

We'll work with you

Our knowledgeable team can assist you throughout the planning process. We'll help analyze your needs and recommend the appropriate size and features for your operations— and your budget. We can work with your department and any other officials or consultants involved in your project.

To help you make the most informed decision, we can provide information including:

- Sizes, capacities, features, and budget prices
- How the Hi-Arch Gambrel compares to other types of storage structures
- Wall and foundation options
- Issues relating to salt storage sites
- Services we can provide
- Customer references

Let's get started!

Just tell us how you work, and we'll design a building that will work for you for years to come.



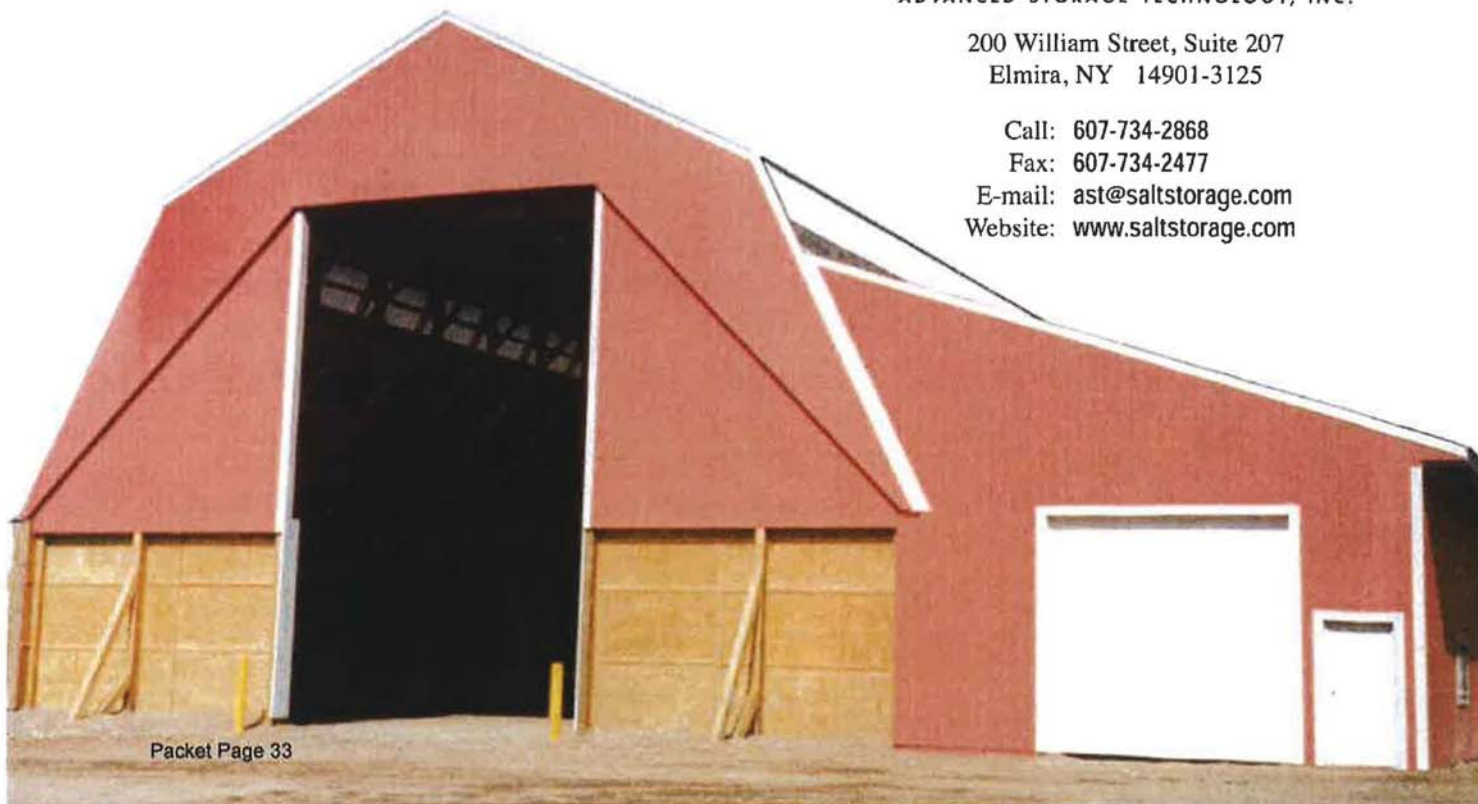
200 William Street, Suite 207
Elmira, NY 14901-3125

Call: 607-734-2868

Fax: 607-734-2477

E-mail: ast@saltstorage.com

Website: www.saltstorage.com



CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 18-R-0018 – Contract Award – Kramer Tree Specialist, Inc. the 2018 thru 2020 Citywide Monthly Brush Collection Program

AGENDA ITEM NUMBER: 4.E**COMMITTEE AGENDA DATE:** March 1, 2018
COUNCIL AGENDA DATE: March 5, 2018**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** _____**ITEM SUMMARY:**

Per direction received from the Infrastructure Committee on February 1, 2018, attached please find Resolution No. 18-R-0018 authorizing the Mayor to execute a three-year contract with Kramer Tree Specialists, Inc. for Citywide monthly brush collection services in the amount of \$79,975.00 for fiscal year 2018, \$87,850.00 for fiscal year 2019, and \$96,775.00 for fiscal year 2020.

ACTIONS PROPOSED:

Approve Resolution No. 18-R-0018 authorizing the Mayor to execute a three-year Contract with Kramer Tree Specialists, Inc. for Citywide monthly brush collection services in the amount of \$79,975.00 for fiscal year 2018, \$87,850.00 for fiscal year 2019, and \$96,775.00 for fiscal year 2020.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 18-R-0018

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT AGREEMENT WITH KRAMER TREE SPECIALISTS, INC. FOR
PROFESSIONAL SERVICES RELATED TO THE
2018 THRU 2020 CITYWIDE MONTHLY BRUSH COLLECTION 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 Professional Services related to the 2018 thru 2020 Citywide Monthly Brush Collection Program between the City of West Chicago and Kramer Tree Specialists, Inc., for an amount not to exceed \$79,975.00 for Fiscal Year 2018, \$87,850.00 for Fiscal Year 2019, and \$96,775.00 for Fiscal Year 2020, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 5th day of March, 2018.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Unleaded and Diesel Fuel Delivery - Authorize Purchase from Buchanan Energy, LLC through DuPage County Joint Purchasing Program

AGENDA ITEM NUMBER:

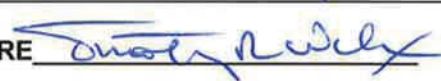
4.F.

COMMITTEE AGENDA DATE: March 1, 2018

COUNCIL AGENDA DATE: March 5, 2018

STAFF REVIEW: Timothy R. Wilcox, Assistant Director of Public Works

SIGNATURE



APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE

ITEM SUMMARY:

Annually, the City contracts for unleaded gas and diesel fuel deliveries. Costs are determined by using the wholesale low rack gasoline and fuel price on the date of delivery as published by O.P.I.S. (Oil Price Information Service), plus delivery charges, and applicable taxes. The only variable to the annual contract and bids are delivery charges.

In previous years the City has participated in the Suburban Purchasing Cooperative (SPC) Joint Purchasing Program and most recently in DuPage County's Joint Purchasing Program for fuel purchase and delivery.

Buchanan Energy, LLC, the current contract holder for fuel delivery for DuPage County, indicated in the accepted bid document that they will extend the unit bid price for fuel delivery to other taxing bodies within DuPage County. The current Contract (which is an annual Contract with a three year extension provision) will be approved for the second of three possible extensions for the period April 1, 2018 to March 31, 2019 at the DuPage County Board Meeting on February 27, 2018. The mark-up for fuel delivery on said Contract for the applicable (group I) pricing is \$0.005/gallon for unleaded fuel and \$.015/gallon for low sulfur diesel. The estimated annual delivery mark-up cost would be approximately \$783 based on the annual delivery of 63,500 gallons of unleaded gasoline and 31,000 gallons of low sulfur diesel (2017 totals were 62,515 gallons of unleaded gasoline and 29,517 gallons of diesel). The accepted bid document and contract extension approval documents will be forwarded to the City once the contract extension is approved by the County Board.

Fuel cost will vary but the City's annual fuel usage for 2018 is estimated to be approximately 71,000 gallons (unleaded and diesel combined) or approximately \$150,660. In addition, the Fire Protection District and School District use the City fueling station and it is estimated they will account for approximately 23,500 gallons (unleaded and diesel combined) or \$49,100.00 in 2018. The City is reimbursed by each District for the portion of fuel they use. It is estimated that total fuel cost for a 12 month period will be approximately \$199,750 for the City and the two Districts combined. Including the delivery cost mark-up (\$780) for the same 12 month period, the total would equal about \$200,530. There is currently \$166,200 budgeted for City fuel needs.

Staff seeks authorization to use the DuPage County Joint Purchasing Program to purchase, and have delivered, unleaded gasoline and diesel fuel from Buchanan Energy, LLC for the period April 1, 2018 thru March 31, 2019.

ACTIONS PROPOSED:

Authorize the purchase and delivery of Unleaded Gasoline and Diesel Fuel, from April 1, 2018 thru March 31, 2019 (DuPage County's contract period), from Buchanan Energy, LLC using pricing obtained through the DuPage County Joint Purchasing Contract for an amount not to exceed \$200,530.

CITY OF WEST CHICAGO

COMMITTEE RECOMMENDATION:

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Purchase One 2018 Ford F-350 Super Duty 4wd Pick-up Truck from Hawk Ford of St. Charles, Illinois

AGENDA ITEM NUMBER: 4. C.**COMMITTEE AGENDA DATE:** March 1, 2018**COUNCIL AGENDA DATE:** March 5, 2018**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** _____**ITEM SUMMARY:**

For FY 2018, the Public Works Department has planned and budgeted for the replacement of one 2008 Ford F-350 Super Duty, SuperCab, 4wd pick-up truck with a 2018 Ford F-350 Super Duty, SuperCab, 4wd pick-up truck. The truck will to be used by the Public Works Department's Street Division for various tasks including Citywide snow removal operations.

To allow local vendors an opportunity to quote on the 2018 Ford F-350 Super Duty, SuperCab, 4wd pick-up truck, the City of West Chicago recently solicited price quotes from twelve Ford dealerships (i.e., eight local Ford dealerships, one Ford dealership from the Springfield, Illinois area and one Ford dealership from the Greenfield, Illinois area (both dealerships that has previously held State of Illinois contracts), one Ford dealership from Taylorville, Illinois that holds the current State of Illinois contract, and one Ford dealership from Frankfort, Illinois who holds the Suburban Purchasing Cooperative (SPC) Program contract). From our request, only five dealerships responded:

- Hawk Ford of St. Charles, Illinois (Formerly Zimmerman Ford) - \$33,040.00.
- Bob Ridings Ford, Taylorville, Illinois - \$33,067.00
- Friendly Ford of Roselle, Illinois - \$33,142.00.
- Currie Motors Fleet, Frankfort, Illinois - \$33,750.00
- Haggerty Ford, West Chicago, Illinois - \$34,563.00.

Based on comparable pricing received, staff recommends ordering one 2018 Ford F-350 Super Duty, SuperCab, 4wd pick-up truck for the Public Works Department's Street Division from Hawk Ford of St. Charles, Illinois, for an amount not to exceed \$33,040.00.

These vehicles will be purchased from the Capital Equipment Replacement Fund (04-34-39-4804) in which \$39,600.00 has been budgeted in FY 2018 to cover this expenditure. Once the truck is received, it will be equipped with a snow plow and salt spreader by a third party.

ACTIONS PROPOSED:

That the West Chicago City Council waive competitive bidding and authorize the purchase of one 2018 Ford F-350 Super Duty, SuperCab, 4wd pick-up truck from Hawk Ford of St. Charles, Illinois, for a cost not to exceed \$33,040.00.

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

2018 Outdoor Warning Siren Project – Rejection of Bid

AGENDA ITEM NUMBER: 4.H.

COMMITTEE AGENDA DATE: March 1, 2018

COUNCIL AGENDA DATE: March 5, 2018

STAFF REVIEW: Timothy R. Wilcox, Assistant Director of Public Works

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE _____

ITEM SUMMARY:

The City currently maintains seven outdoor warning sirens. These sirens are intended to alert residents who are outdoors when a warning of an anticipated attack or natural disaster is issued. In 1991, two such outdoor warning sirens were installed which provided coverage for the downtown area, schools, parks and a majority of residential areas in the City. In 2000 an additional five sirens were added to extend coverage to newer residential subdivisions, schools, and parks within the corporate limits of the City as well as some unincorporated areas nearby. The 2018 Outdoor Warning Siren Project was intended to add one additional outdoor warning siren at the West Chicago Fire Protection District Station located at 1651 Atlantic Drive to increase the overall coverage area on the north side of the City (see attached map for current and proposed warning siren locations and coverage).

A Notice to Bidders was advertised in the Daily Herald on January 12, 2018 for the 2018 Outdoor Warning Siren Project; an invitation to bid letters were sent and sealed bids were opened on January 30, 2018. There were seven plan holders and one bid received by Lighting Maintenance, Inc. out of Eldridge, Iowa in the amount of \$45,920. The cost of the outdoor warning siren was estimated to be around \$20,000. The 2018 budget contains \$20,000 in the Capital Projects Fund for the 2018 Outdoor Warning Siren Project, and the City has been awarded a \$9,368.90 project grant from ComEd through the Metropolitan Mayors Caucus.

The bidder was contacted for an explanation of the high bid received. The representative indicated that the incidental underground electrical service required was the main reason for the high bid (approximately \$14,000), also other incidentals, union wages for the project, and a general increase in cost of the siren equipment were provided as additional reasons for the high bid.

Given the fact that the bid received is substantially over budget, staff recommends that City Council reject the bid.

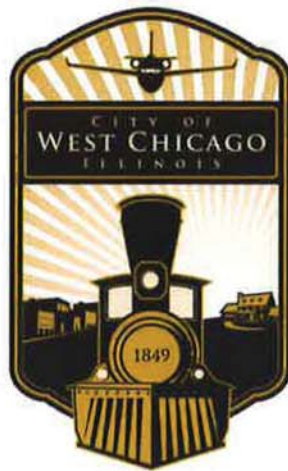
ACTIONS PROPOSED:

Reject the bid received for the 2018 Outdoor Warning Siren Project.

COMMITTEE RECOMMENDATION:

PUBLIC

DEPARTMENT OF




WORKS

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

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

MEMORANDUM

TO: Michael L. Guttman, City Administrator

FROM: Tim Wilcox, Assistant Director of Public Works 

DATE: February 14, 2018

RE: 2018 Outdoor Warning Siren Project

The City currently maintains seven outdoor warning sirens. The 2018 Outdoor Warning Siren Project was intended to add one addition outdoor warning siren at the West Chicago Fire Protection District (WCFPD) Station located at 1651 Atlantic Drive to increase the overall coverage on the north side of the City. WCFPD granted the City a utility easement for this purpose.

The bid opening for this project was on January 30, 2018, and there was only one bid received from Lighting Maintenance, Inc. out of Eldridge, Iowa in the amount of \$45,920. The cost of the outdoor warning siren was estimated to be around \$20,000. There is \$20,000 budgeted in the Capital Projects Fund, and in addition, a \$9,368.90 grant provided by ComEd and awarded through the Metropolitan Mayors Caucus was secured for this project. The award letter indicated the grant project must be completed by March 30, 2018 in order to receive these funds however staff was told that an extension through the end of May 2018 would be possible.

The bidder, Lighting Maintenance, Inc., was actually a subcontractor for Fulton Technologies, Inc. Fulton was contacted for an explanation of the high bid received. They indicated that the incidental underground electrical service required was the main reason for the high bid (approximately \$14,000); other incidentals to the contract such as a Class II pole, union wages for the project, and a general increase in cost of the siren equipment were provided as additional reasons for the high bid. The WCFPD asked that the siren's placement be as far to the rear of the property as possible in order to provide flexibility for possible future development of the land behind their station; this is the reason for the long electrical service run (over 550 feet to the nearest transformer).

Given the fact that the bid received is substantially over budget, staff intends to recommend to the Infrastructure Committee at the March 1, 2018, committee meeting that City Council reject the bid.

It is staff's opinion that rebidding the project with no changes to the bid package would result in a similar single bid for an amount higher than current available funds. Also, since the grant awarded requires the project to be complete by March 30, 2018 with a possible extension until the end of May 2018, the bidding and award process would likely take too long for a completion date within that timeframe.

One alternative is to forgo the bidding process, negotiate a contract with Fulton for the 2018 Outdoor Warning Siren Project, and move the warning siren to a new location where a shorter electrical service could be made. Moving the warning siren location to Lift Station 15 (intersection of Atlantic Drive and Shingle Oak Drive) would result in a much shorter underground electrical service. The location is not far from the original site thus still providing the intended coverage area (a map of the existing and proposed coverage area is attached for comparison). At this location the service could actually come from the electrical panel in the lift station where there is a generator backup in case of power failure. This may also further reduce the overall cost of the warning siren since battery backup may not be required for the warning siren and could then be eliminated from the contract. The pole placement would be close to the road with easy access working from a concrete pad. Minimal restoration work would be needed.

Another alternative is to hold off on the purchase and installation of the outdoor warning siren until next year and increase the amount budgeted for the project. An additional outdoor warning siren is already in the budget for next year intended to be placed on the south side of the City. Combining the two warning sirens into one project could possibly attract additional bidders for a more competitive bid. However grant funding may not be available.

Staff will seek direction from the Infrastructure Committee at its March 1, 2018 meeting.

