

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

INFRASTRUCTURE COMMITTEE

**Thursday, February 3, 2022
7:00 P.M.**

During the COVID-19 Pandemic, City Hall is closed for public meetings due to distancing restrictions, though interested people may teleconference from home or another location on the Zoom app. Downloading Zoom from zoom.us will provide the audio link to the meeting. Anyone wishing to provide comment on a topic or an agenda item, may address the Infrastructure Committee by 4:00 p.m. the day of the meeting. You may do so either by an online form on the City's website, email to publicworks@westchicago.org, or voicemail message at (630) 293-2255. Your comment to the Infrastructure Committee will be read during the Public Participation portion of the agenda.

Meeting ID: 870 8448 4461

AGENDA

1. Call to Order, Roll Call, and Establishment of a Quorum
2. Approval of Minutes
 - A. Infrastructure Committee of January 6, 2022
3. Public Participation / Presentations
4. Items for Consent
 - A. Resolution No. 22-R-0003 – A Resolution for Maintenance of Streets and Highways by the City of West Chicago Relating to Fiscal Year 2022 MFT Estimate of Maintenance Costs
 - B. Resolution No. 22-R-0010 – Contract Award – Professional Engineering Design Service to Gewalt Hamilton Associates, Inc for IL 38 and Technology Boulevard Traffic Signal Project
 - C. Rejection of all Bids and Re-bid - Headworks Influent Gate Replacement Project at West Chicago/Winfield Wastewater Authority Regional Wastewater Treatment Plant
5. Items for Discussion
6. Unfinished Business
7. New Business
8. Reports from Staff
9. Adjournment

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Ruben Pineda
MAYOR
Nancy M. Smith
CITY CLERK

Michael L. Guttman
CITY ADMINISTRATOR

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

Draft

MINUTES

INFRASTRUCTURE COMMITTEE

January 6, 2022 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 and Joe Morano present in-person at City Hall, and Aldermen Heather Brown, Alton Hallett, and Jeanne Short present via Zoom teleconference. Alderman Sandra Dimas and Matt Garling were absent.

Staff present in-person included Director of Public Works Mehul Patel. Administrative Assistant Ashley Heidorn was present via Zoom teleconference. Mayor Pineda has determined that in-person meetings are not practical and prudent at this time.

2. **Approval of Minutes**

A. **Infrastructure Committee Minutes of December 2, 2021.** Alderman Brown made a motion, seconded by Alderman Morano to approve the Meeting Minutes of December 2, 2021.

Voting Yea: Aldermen Beifuss, Brown, Hallett, Morano, and Short. Voting Nay: 0.

3. **Public Participation / Presentations.** None.

4. **Items for Consent.** Alderman Beifuss requested discussion on Consent Item C. **Alderman Morano made a motion, seconded by Alderman Brown to approve:**

- A. Resolution No. 22-R-0001 – Contract Award – 2022 Parkway Tree Planting Program
- B. Resolution No. 22-R-0002 - Steve Piper and Sons – Contract Award for the 2022 Forestry Maintenance Program
- D. Resolution No. 22-R-0005 - Contract Award – ERA Valdivia Contractors Inc., for Services Related to Cleaning, Repairing, & Painting Two 500,000 Gallon Ground Storage Reservoirs Project

Roll call found the vote unanimous for approval. Voting Yea: Aldermen Beifuss, Brown, Hallett, Morano, and Short. Voting Nay: 0.

5. Items for Discussion.

4.C. Resolution No. 22-R-0004 - Contract Award –Christopher B. Burke Engineering LTD, for Professional Engineering Services Related to Updating the City of West Chicago Hydraulic Water System Model. Mr. Patel explained that this contract is meant to update the current hydraulic water model of the City’s water system. The last update was done in 2011, and since then the City has seen substantial growth. The water model is used to analyze the water system to see what the current demands are and what future demands will be. The hydraulic water model is essentially a planning tool used to determine what improvements may be necessary for the water system moving forward. Christopher B. Burke Engineering, Ltd. submitted the lowest proposal, which was substantially lower than the other two proposals received. They took into account that they would be able to update the 2011 model, whereas the other two firms quoted prices that would create a new model from scratch and would therefore be more costly. **Alderman Brown made a motion, seconded by Alderman Hallett to approve.**

Roll call found the vote unanimous for approval. Voting Yea: Aldermen Beifuss, Brown, Hallett, Morano, and Short. Voting Nay: 0.

6. Unfinished Business. None.

7. New Business. Alderman Brown voiced some concerns about the recent snow event and thought the plows were not out early enough in Ward 2, as she almost got into a car accident. She was dissatisfied with how the streets were not cleared entirely and thought special attention should be placed on the Wilson Street bridge. Mr. Patel noted that staff were ready to go at noon for the snow event that day and was unsure when Alderman Brown’s incident took place relative to that. Alderman Morano also voiced a concern about the breaks in fencing along Powis Road between North Avenue and Smith Road, where blowing snow becomes an issue as a result. Mr. Patel noted that there were excessive wind conditions that day which created additional issues, but staff does their best to make multiple passes with the plows to keep things as clear as possible. Alderman Hallett complimented the snow plowing staff for doing a good job during difficult weather conditions. Mr. Patel said he appreciated the Aldermen’s feedback and would speak with staff about the concerns raised.

Mr. Patel discussed a proposed intergovernmental agreement (IGA) with the West Chicago Fire District regarding emergency vehicle preemption signals within the corporate limits. The current IGA is about 15 years old and only mentions five specific traffic signals, whereas the new IGA references 20. This new IGA was prompted by a proposed IDOT project to install a new traffic signal at Route 59 and Garys Mill Road. Initially the Fire District will pay for the purchase and installation of the new vehicle preemption equipment, and the City agrees to monitor and maintain them thereafter. In the future if any of the equipment needs to be replaced, then the cost would be split between the City and the Fire District. Mr. Patel asked the Committee if they would allow the IGA to go directly to City Council for approval on January

17, 2022, so the Fire District can take it to their board on January 27, 2022. There was a consensus by the Committee to move forward with the IGA and send it to City Council for approval.

8. Reports from Staff. None.

9. Adjournment. At 7:23 P.M., Alderman Brown made a motion to adjourn, seconded by Alderman Hallett. Roll call found the vote unanimous for approval.

Respectfully submitted,

Ashley Heidorn
Administrative Assistant of Public Works

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 22-R-0003 – A Resolution for Maintenance of Streets and Highways by the City of West Chicago Relating to Fiscal Year 2022 MFT Estimate of Maintenance Costs

AGENDA ITEM NUMBER:4.A.**COMMITTEE AGENDA DATE:** February 3, 2022**COUNCIL AGENDA DATE:** February 7, 2022**STAFF REVIEW:** Mehul T. Patel, P.E., CFM., Director of Public Works**SIGNATURE****APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE****ITEM SUMMARY:**

On December 20, 2021, City Council approved Ordinance No. 21-O-0036 adopting the Annual Budget for the Fiscal Year Ending December 31, 2022, which included the proposed expenditure of Motor Fuel Tax (MFT) funds in the amount of \$175,000 for general maintenance (street lighting energy charges, and street sweeping solid waste disposal). MFT funds are budgeted for the purposes of maintaining Streets, Highways, and Rights-of-Way under the applicable provisions of the Illinois Highway Code.

Each year, the Illinois Department of Transportation (IDOT) requires the City of West Chicago to submit for IDOT approval a Resolution (using IDOT Form BLR 14220) for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code, and The Local Public Agency General Maintenance Estimate of Maintenance Costs (BLR 14222). These forms are attached for review and approval.

ACTIONS PROPOSED:

Approve Resolution No. 22-R-0003 authorizing the City Clerk to execute and submit, to IDOT, the attached IDOT Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code form (BLR 14220) and the Mayor to execute and submit, to IDOT, the attached IDOT Local Public Agency General Maintenance Estimate of Maintenance Costs form (BLR 14222), for MFT funding in the amount of \$175,000.00 for Fiscal Year 2022.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 22-R-0003

A RESOLUTION AUTHORIZING THE CITY CLERK TO EXECUTE AND SUBMIT, TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION, THE ILLINOIS DEPARTMENT OF TRANSPORTATION RESOLUTION FOR MAINTENANCE OF STREETS AND HIGHWAYS BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE (BLR 14220), AND THE MAYOR TO EXECUTE AND SUBMIT, TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION, THE ILLINOIS DEPARTMENT OF TRANSPORTATION LOCAL PUBLIC AGENCY GENERAL MAINTENANCE ESTIMATE OF MAINTENANCE COSTS (BLR 1422), FOR EXPENDITURES USING MOTOR FUEL TAX FUNDS FOR FISCAL YEAR 2022.

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the City Clerk is hereby authorized to execute the Illinois Department of Transportation Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code (BLR 14220), and the Mayor is hereby authorized to execute the Illinois Department of Transportation Local Public Agency General Maintenance Estimate of Maintenance Costs (BLR 14222), and both are authorized to submit same to the Illinois Department of Transportation for expenditures using Motor Fuel Tax funds for Fiscal Year 2022, a copy of which is attached hereto and incorporated herein as Exhibit "A".

APPROVED this 7th day of February 2022

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. 22-R-0010 – Contract Award – Professional Engineering Design Service to Gewalt Hamilton Associates, Inc for IL 38 and Technology Boulevard Traffic Signal Project

AGENDA ITEM NUMBER:4.B.**COMMITTEE AGENDA DATE:** February 3, 2022
COUNCIL AGENDA DATE: February 21, 2022**STAFF REVIEW:** Mehul T. Patel, P.E., CFM – Director of Public Works**SIGNATURE****APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE****ITEM SUMMARY:**

The DuPage Business Park, located in the southwest side of the City of West Chicago, has seen major developments over the past few years which has resulted in an increased traffic volume. To protect the safety of the motorists, the City desires to install a traffic signal at the intersection of IL-38 (Roosevelt Rd) and Technology Boulevard. The Illinois Department of Transportation (IDOT) has the jurisdiction over IL-38, while the City has the jurisdiction over Technology Boulevard.

In April 2021, the City hired Gewalt Hamilton Associates, Inc. (GHA) to perform a traffic signal warrant study at this intersection. The study concluded the intersection meets the traffic volume to warrant a traffic signal. The traffic signal warrant study was submitted to IDOT for its review and it also concluded that the traffic volumes will meet warrants for a traffic signal. IDOT has requested to submit an Intersection Design Study (IDS) for this location.

The City Staff reached out to GHA to provide a professional engineering services proposal that would include the preparation of an IDS, topographic survey, traffic signal installation plan, traffic signal interconnect plans, small geometric improvements and bidding assistance. GHA initially submitted a proposal in the amount of \$52,550.00 which did not include bidding assistance. After negotiations, the proposal has been revised to include bidding assistance and the proposal has been reduced to \$51,950.00.

Staff recommends a professional engineering design service contract be awarded to Gewalt Hamilton Associates, Inc. for the IL 38 and Technology Boulevard Traffic Signal Project in the amount not to exceed \$51,950.00. The design services are budgeted for in the account 08-34-53-4863 (\$52,000).

ACTIONS PROPOSED:

Approve Resolution No. 22-R-0010 authorizing the Mayor to execute a Professional Engineering Design Services contract with Gewalt Hamilton Associates, Inc. for the IL 38 and Technology Boulevard Traffic Signal Project for an amount not to exceed \$51,950.00

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 22-R-0010

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A PROFESSIONAL ENGINEERING DESIGN SERVICES CONTRACT WITH
GEWALT HAMILTON ASSOCIATES, INC.
FOR IL 38 AND TECHNOLOGY BOULEVARD TRAFFIC SIGNAL PROJECT
FOR AN AMOUNT NOT TO EXCEED \$51,950.00

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 Professional Engineering Design Services contract with Gewalt Hamilton Associates, Inc. for the IL 38 and Technology Boulevard Traffic Signal Project for an amount not to exceed \$51,950.00 for, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 21st day of February, 2022.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith

January 18, 2022

Revised January 21, 2022

Mr. Mehul T. Patel, PE, CFM
Director of Public Works
City of West Chicago
475 W Main Street
West Chicago, IL 60185

Re: Traffic Engineering Services
IL Rte 38 at Technology Boulevard
Traffic Signal Improvements
West Chicago, Illinois
GHA Proposal No. 2022.T014R

Dear Mr. Patel:

Gewalt Hamilton Associates, Inc., (GHA) is pleased to submit our proposal for traffic engineering consulting services required for the above referenced project.

Our proposal is based on GHA's understanding of the project, including our previous involvement with preparing the Traffic Signal Warrant Study, and our subsequent email communications regarding the next steps.

We have included efforts associated with Topographic and ROW surveying, preparation of an Intersection Design Study (IDS), traffic signal installation and traffic signal interconnect plans, limited roadway improvement (pavement markings) plans, and Bidding Assistance.

Should you have any questions or if we can be of additional assistance, please feel free to contact me directly at (847) 821-6222.

We appreciate the opportunity to propose on this project and look forward to continuing to assist the City of West Chicago on this important project.

Sincerely,
Gewalt Hamilton Associates, Inc.



Dan Brinkman, PE, PTOE
Assistant Director of Transportation Services
dbrinkman@gha-engineers.com

Encl: GHA proposal No. 2022.T014R Technology Blvd Signals West Chicago.docx

Proposal for Professional Services
Traffic Engineering Services
IL Rte 38 at Technology Boulevard
Traffic Signal Improvements
West Chicago, Illinois
GHA Proposal No. 2022.T014R

The City of West Chicago (Client / City), having an address at 475 W Main Street, West Chicago, IL 60185 and Gewalt Hamilton Associates, Inc. (GHA), 625 Forest Edge Drive, Vernon Hills, IL 60061, agree and contract as follows:

I. Project Understanding

Gewalt Hamilton Associates, Inc. (GHA) has previously completed traffic data collection and a Traffic Signal Warrant Study for the IL Rte 38 (Roosevelt Road) intersection with Technology Boulevard. Per the August 31, 2021 IDOT letter to Mayor Ruben Pineda, IDOT has approved the signal warrant and has requested that an Intersection Design Study (IDS) be submitted as the next step to continue the process.

We recommend a staged approach to the project, including:

- Topographic and ROW survey
- Intersection Design Study (IDS)
- Traffic Signal Installation Plans
- Traffic Signal Interconnect Plans
- Roadway Plans
- Bidding Assistance

II. Basic Scope of Services

The scope of services is based on guidelines published by the Institute of Transportation Engineers (ITE) and followed by IDOT and most municipalities, as well as our experience with previous submittals for Permit from IDOT District 1. Upon written authorization from the Client, GHA will commence the following services:

A. Topographic and Right of Way Survey

The Intersection Design Study (IDS) and subsequent construction drawings will require a detailed Topographic and Right of Way survey of the existing roadway conditions. The survey will meet or exceed the Minimum Standards of Practice as set forth by Illinois Administrative Code for a Topographic Survey. Accordingly, we will provide the following services:

Topographic Survey

1. Obtain benchmark information (NAVD88) from USGS, the County, the City or Trimble VRS Now Network.
2. Horizontal coordinates shall be referenced to the State Plane Coordinate System, Illinois East Zone, NAD83 adjustment. Vertical elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD88). All units shall be U.S. Survey feet and decimal parts thereof.

3. Establish permanent site benchmark(s) (i.e., crosses or boxes cut on concrete, flange bolts on fire hydrants, etc.) on site.
4. Contours will be provided at 1'-0" intervals, with an error not to exceed one-half the contour interval.
5. Elevations will be taken at 50-foot cross sections across the right-of-way width along the limits of survey, including spot grades at high points, low points, and grade changes. Points required are located at the right-of-way line, sidewalk, driveways, and aprons, back of curb, flow line, centerline/concrete median, etc. The topography will extend approximately 15 feet beyond the existing ROW. The survey limits will also extend 50 feet into the intersecting public side streets along the project limits.
6. The survey will show the location of the visible ground features, physical improvements with the project limits including location and elevation of light poles, utility poles, traffic lights, sidewalks, driveways, fences, guard rails, signage, striping, overhead wires, etc.
7. The location of underground utilities, both observed and from record information such as City utility atlases, will be provided and will including location and size of water mains, fire hydrants and valves. The survey will show depth, size, and direction of flow for all sanitary, storm drains, and culverts serving the property. The location of all manholes, catch basins and all pipe inverts that are accessible from will be depicted.
8. Location of "dry" utilities such as telephone, electric, gas and cable T.V. lines, etc. will be depicted based on visual surface evidence and available utility atlas information from the respective utility companies. The cost for marking of private utilities is not included in this proposal, but GHA will include this information if the Client arranges to have private utilities marked in the field prior to our field visit.
9. Locate existing tree and brush lines in the right-of-way (ROW). Individual free-standing trees of 6" caliper or greater at breast height (DBH) will be individually located (tagging and identification are not included); and will be shown as deciduous or coniferous. Groupings of trees or landscaped areas will be shown in mass.

Right-of-Way Survey

1. Obtain all necessary documentation and complete a survey of the right-of-way (ROW) within project limits for the purposes of establishing the existing dedicated ROW.
2. Research available plats and property records.
3. Locate and survey the existing property monumentation in the project area and establish the position of the ROW lines within the project limits.
4. Locate and survey monuments on side lot property lines along the ROW that will be within the project limits.
5. Rear / side lot property line monuments will not be located or surveyed along the ROW within the project limits. If it is determined that the rear/ side lot property lines need to be surveyed due to acquisition of ROW or easements, GHA will request additional fees for the time to research, field locate, and survey of any rear / side lot property lines.

Note: GHA will provide the Client with a cost estimate for obtaining the title commitments or deeds for the parcels if needed. Title commitments or deeds will not be obtained without the written authorization of the Client. The fee for the title commitments will be billed to the Client without markup.

The City has indicated that they will be able to provide an electronic drawing file of previously completed field work along Technology Blvd. generally meeting the above standards, GHA will coordinate with the City's consultant who completed the Technology Blvd topography and incorporate that information into our base drawings.

- Topographic and ROW survey along IL Rte 38 approximately 1,000 feet east and west of Technology Blvd.

B. Intersection Design Study (IDS)

IDOT has requested that an Intersection Design Study (IDS) be completed. The IDS efforts will include the following:

1. Request available roadway and traffic signal interconnect plans along IL Rte 38 from IDOT.
2. Coordinate with IDOT to determine the appropriate design year (e.g., year 2050 or construction +5).
3. Confirm Morning and Evening Peak Hour capacity analyses for the selected design year.
4. Determine design components such as turn lane storage length, approach and departure tapers, design vehicle, curb radii, lane widths, and pedestrian operations. *City to confirm if provisions for a future 4th (north) leg should be included.*
5. Prepare a preliminary traffic signal design layout.
6. Prepare required documentation for all Design Exceptions identified in the IDS. This effort includes completion of the BDE 3100 form and preparation of the required exhibits.
7. The IDS will identify any preliminary right-of-way needs.
8. Respond to two (2) rounds of IDOT comments.

As there are no existing pedestrian facilities, we have not included any detailed ADA design as part of the IDS. Should the City decide to add pedestrian facilities, the detailed design required by IDOT would be considered an additional service to this agreement.

C. Traffic Signal and Interconnect Plans

Upon approval of the IDS, IDOT will require traffic signal installation and traffic signal interconnect plans. These plans would be incorporated into a single set of Intersection Improvement Plans to be submitted for an IDOT Permit and would include the following efforts:

1. Plan Base Sheet Preparation: We will plot existing topographic survey information and develop plan base sheets at a scale of 1" = 20' for use in the development of contract plans. Any updated existing utility information that has been obtained during the data collection phase and survey phase will also be plotted on the base sheets.
2. Review and Confirm Project Right-of-Way Requirements: We will review the proposed traffic signal improvements with respect to the existing right-of-way.
3. Plans will be developed using the approved IDS and geometric plan drawings. Signal Plan sheets will include, Permanent Traffic Signal installation plans, and Permanent cable plans and phasing diagrams, and IDOT District 1 Traffic Signal Details (7 sheets).
4. Traffic Signal interconnect plans will include intercepting the existing interconnect along IL Rte 38 and development of a proposed interconnect plan and interconnect schematic plan.
5. GHA will prepare special provisions for the traffic signal improvements to be incorporated into the overall project special provisions.

D. Intersection Improvement Plans

Physical modifications to the existing roadways and intersection are anticipated to be minimal. This component of the effort includes compilation of the signal and interconnect plans as well as a pavement marking plan into a single set of permit drawings and specifications.

1. Compile a signal plan set to include a Cover sheet, General Notes, Schedule of Quantities, and City and IDOT standard details.
2. GHA will perform detailed quantity calculations and develop Summary and Schedule of Quantities for the Signal and Interconnect Improvements and minor roadway modifications (e.g., pavement markings).
3. GHA will prepare an Engineer's Estimate of Cost for the improvements based on recent bid tab information for projects of similar scope and magnitude.
4. QA/QC Review: Prior to submission for review, we will perform an internal Quality Assurance / Quality Control review of the work completed. The review will be performed by an engineer / senior construction technician independent of the design team. The review will consider constructability issues as well as identification of missing pay items, quantities of work, and special provisions required.
5. Respond to two (2) rounds of IDOT comments.

Should the IDS determine that physical modifications to the intersection geometry (e.g., curb radii) or turn lane extension and median modifications are required, that will be considered an additional service to this contract.

E. Bidding Assistance

Upon approval of the construction drawings by IDOT and the City, GHA will assist the City with bidding and awarding the contract. These efforts will include:

1. Preparation of complete bid packages based on "up front" documents provided by the City.
2. Provide electronic (PDF) Plan set and Bid Documents (including technical specifications and Special Provisions) to the City for publishing and posting for bid.
3. Respond to Requests for Information and bid questions and issue addenda as necessary.
4. Upon receipt of bids from the City, prepare a summary of the received bids, and make a recommendation for award of the contract.

III. Schedule

GHA is prepared to commence work upon receipt of written authorization to proceed and receipt of a notice to proceed. Calculation of the intersection capacity and coordination with IDOT will commence immediately. Our preliminary findings with respect to the Intersection Design Study can be ready for review generally within 1 month weeks after completion of the field work.

- Field survey work can generally commence within 4-5 weeks of authorization.
- The Intersection Design Study can be ready for Client's review within 4 weeks of completion of the field work and / or receipt of an electronic base file for Technology Blvd.
- Signal and Interconnect Plans can generally be ready for submittal within 4 weeks of authorization and approval or general concurrence on the scope of improvements through the IDS.
- We generally recommend that Clients plan for between 12-15 months to navigate the IDOT permit process for a new traffic signal. IDOT review time have been averaging 3-4 months for the past year.

GHA will work with the Client to adjust the project schedule to meet its submission deadlines, as appropriate.

IV. Key Personnel

Mr. Dan Brinkman, PE, PTOE, Assistant Director of Transportation Services, will function as the Project Manager. Mr. Brinkman is familiar with subject site and served the same role for the Traffic Signal Warrant Study. Mr. Ross Haseman, PE, PTOE will oversee the traffic signal design and interconnect plans. Mr. Kevin Belgrave, PE, PTOE will review the existing geometric design and provide QAQC review for the project. They will be assisted as needed, by additional GHA professional and technical staff.

V. Compensation for Services

GHA proposes to complete the above work for a series of Lump Sum fees based on the attached hourly rates:

Service	Cost
Topographic and ROW Survey (IL RTE 38)	\$12,500.00
Intersection Design Study	\$13,000.00
Traffic Signal and Interconnect Plans	\$15,000.00
Intersection Improvement Plans	\$8,000.00
Bid Documents and Bidding Assistance	\$2,950.00
Reimbursable Expenses	\$500.00
Total Not to Exceed Fee (including expenses)	\$51,950.00

Reimbursable expenses include items such as printing, mileage, messenger service, record documents, and other non-technical project related expenses.

For any additional services beyond the scope of services identified above, including preparation and attendance at meetings or Public Hearings, the Client shall pay GHA in accordance with the attached *GHA Hourly Rates*.

Invoices will be submitted monthly and will detail services performed. This permits the Client to review the status of the work in progress and the charges made.

VI. Services Not Included

The following services are not included in this agreement: Should additional services be required beyond those outlined in *Section II: Scope of Services* of this Agreement, GHA will request written authorization prior to commencing the work.

1. Additional traffic and/or parking data collection or analyses beyond what is identified in Section II.
2. Revisions required by additional submittals to IDOT for review.
3. Attendance, assistance, and or testimony at Public Meetings and or Hearings.
4. Plats of Dedication, easements, etc.
5. Utility locates by third Parties.
6. Construction Phase Services

VII. General Conditions

The delineated services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering and surveying services as reflected in the contract for this project at the time when and the place where the services are performed.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GHA. GHA's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GHA because of this Agreement or the performance or nonperformance of services hereunder. In no event shall GHA be liable for any loss of profit or any consequential damages.

GHA shall not have control of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for job site safety measures. Such control is the sole responsibility of the Client's contractor.

The Client and GHA agree that all disputes between them arising out of or relating to this Agreement, or the Project shall be submitted to nonbinding mediation in Chicago, Illinois unless the parties mutually agree otherwise.

This Agreement, including all subparts and *Attachment A*, which is attached hereto and incorporated herein as the General Provisions of this Agreement, constitute the entire integrated agreement between the parties which may not be modified without all parties consenting thereto in writing.

VIII. Authorization

By signing below, you indicate your acceptance of this Agreement in its entirety.

Sincerely,

Gewalt Hamilton Associates, Inc.



Dan Brinkman, P.E., PTOE
Assistant Director Transportation Services

City of West Chicago

Name:

Date: _____

Encl: GHA Hourly Rates
Attachment A

**GHA PROFESSIONAL SERVICES HOURLY RATE GUIDE:
2022**

The following rates will remain in effect until December 31, 2022, at which time they are subject to an annual increase:

PRINCIPAL	\$ 240.00
CIVIL ENGINEER VI	\$ 205.00
CIVIL ENGINEER V	\$ 201.00
CIVIL ENGINEER IV	\$ 199.00
CIVIL ENGINEER III	\$ 178.00
CIVIL ENGINEER II	\$ 167.00
CIVIL ENGINEER I	\$ 146.00
LAND SURVEYOR IV	\$ 171.00
LAND SURVEYOR III	\$ 147.00
LAND SURVEYOR II	\$ 143.00
LAND SURVEYOR I	\$ 134.00
GIS PROFESSIONAL III	\$ 178.00
GIS PROFESSIONAL II	\$ 156.00
GIS PROFESSIONAL I	\$ 145.00
ENVIRONMENTAL CONS. II	\$ 151.00
ENVIRONMENTAL CONS. I	\$ 138.00
ENGINEERING TECHNICIAN V	\$ 199.00
ENGINEERING TECHNICIAN IV	\$ 151.00
ENGINEERING TECHNICIAN III	\$ 138.00
ENGINEERING TECHNICIAN II	\$ 121.00
ENGINEERING TECHNICIAN I	\$ 91.00
ADMINISTRATIVE I	\$ 73.00

Services provided under this Agreement will be billed according to the rates in effect at the time services are rendered.

**ATTACHMENT A TO GEWALT HAMILTON ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT**

1. Standard of Care. The services provided by Gewalt Hamilton Associates, Inc., (GHA) under this Agreement will be reasonably performed consistent with the generally accepted standard of care for the Scope of Basic Services called for herein at the time when and the place where the services are provided. GHA will use reasonable care to comply with applicable codes and laws in effect at the time its services are provided.

2. Duration of Proposal. The terms of this Agreement are subject to renegotiation if not accepted within 60 calendar days of the date indicated on this Agreement. Requests for extension beyond 60 calendar days shall be made in writing prior to the expiration date. The fees and terms of this Agreement shall remain in full force and effect for one year from the date of acceptance of this Agreement, and shall be subject to revision at that time, or any time thereafter if GHA gives written notice to the other party at least 60 calendar days prior to the requested date of revision. In the event that the parties fail to agree on the new rates or other revisions, either party may terminate this Agreement as provided for herein.

3. Client Information. Client shall provide GHA with all project criteria and full information for its Scope of Basic Services. GHA may rely, without liability, on the accuracy and completeness of the information Client provides, including that of its other consultants, contractors and subcontractors, without independently verifying that information.

4. Payment. Payments are due within 30 calendar days after a statement is rendered. Statements not paid within 60 calendar days of the end of the calendar month when the statement is rendered will bear interest at the rate of one percent (1.0%) per month until paid. The provision for the payment of interest shall not be construed as authorization to pay late. Failure of the Client to make payments when due shall, in GHA's sole discretion, be cause for suspension of services without breach or termination of this agreement. Upon notification by GHA of suspension of services, Client shall pay in full all outstanding invoices within 7 calendar days. Client's failure to make such payment to GHA shall constitute a material breach of the Agreement and shall be cause for termination by GHA. GHA shall be entitled to reimbursement of all costs actually incurred by GHA in collecting overdue accounts under this Agreement, including, without limitations, attorney's fees and costs. GHA shall have no liability for any claims or damages arising from either suspension or termination of this Agreement due to Client's breach. The Client's obligation to pay for GHA's services is in no way dependent upon the Client's ability to obtain financing, rezoning, payment from a third party, approval of governmental or regulatory agencies or the Client's completion of the project.

5. Instruments of Service. The Client acknowledges GHA's plans and specifications, including field data, notes, calculations, and all documents or electronic data, are instruments of service. GHA shall retain ownership rights over all original documents and instruments of service. All instruments of service provided by GHA shall be reviewed by Client within 10 calendar days of receipt. Any deficiencies, errors, or omissions the Client discovers during this period will be reported to GHA and will be corrected as part of GHA's Basic Services. Failure to provide such notice shall constitute a waiver. The Client shall not reuse or make, or permit to be made, any modifications to the instruments of service without the prior written authorization of GHA. The Client waives all claims against GHA arising from any reuse or modification of the instruments of service not authorized by GHA. The Client agrees, to the fullest extent permitted by law, to defend and indemnify and hold GHA harmless from any liability, damage, or cost, including attorneys' fees, arising from the unauthorized reuse or modification of the instruments of service by any person or entity. The parties agree that if elements of the Scope of Basic Services identified in this Agreement are reduced and/or eliminated by Client, then Client waives, releases and holds GHA harmless from all claims and damages arising from those reduced and/or eliminated services. If GHA's Scope of Basic Services does not include construction administration phase services, Client assumes responsibility for interpretation of the instruments of service and construction observation, and waives all claims against GHA for any act, omission or event connected thereto. Unless included in GHA's Scope of Basic Services, GHA shall not be liable for coordination with of the services of Client's other design professionals.

6. Electronic Files. The Client acknowledges that differences may exist between the electronic files delivered and the printed instruments of service. In the event of a conflict between the signed / sealed printed instruments of service prepared by GHA and the electronic files, the signed / sealed instruments of service shall control. GHA's electronic files shall be prepared in the current software GHA uses and will follow GHA's standard formatting unless the Scope of Basic Services requires otherwise. Client accepts that GHA makes no warranty that its software will be compatible with other systems or software.

7. Applicable Codes. The Client acknowledges that applicable laws, codes and regulations may be subject to various, and possibly contradictory, interpretations. Client accepts that GHA does not warrant or guarantee that the Client's project will comply with interpretations of applicable laws, codes, and regulations as they may be interpreted to the project. Client agrees that GHA shall not be responsible for added project costs, delay damages, or schedule changes arising from unreasonable or unexpected interpretations of the laws, codes, or regulations applied to the project, nor for changes required by the permitting authorities due to changes in the law that became effective after completion of GHA's instruments of service. Client shall compensate GHA for additional fees required to revise the instruments of service to comply with such interpretations. Client shall also compensate GHA for additional fees required to revise the instruments of service if Client changes the project scope after GHA's completes its instruments of service.

8. Utilities and Soils. When the instruments of service include information pertaining to the location of underground utility facilities or soils, such information represents only the opinion of the engineer as to the possible locations. This information may be obtained from visible surface evidence, utility company records or soil borings performed by others, and is not represented to be the exact location or nature of these utilities or soils in the field. Client agrees that GHA may reasonably rely on the accuracy and completeness of information furnished by third parties respecting utilities, underground conditions and soils without performing any independent verification. Contractor is solely responsible for utility locations, their markings in the field and their placement on the plans based on information they provided. Client agrees GHA is not liable for damages resulting from utility conflicts, mistaken utility locates, unfavorable soils, and concealed or unforeseen conditions, including but not limited to added construction costs and/or project delays. If the Client wishes to obtain the services of a contractor to provide test holes and exact utility locations, GHA may incorporate that information into the design and reasonably rely upon it. If not included in the Scope of Basic Services, such work will be compensated as additional services.

9. Opinion of Probable Construction Costs. GHA's Scope of Basic Services may include the preparation of an opinion of probable construction costs. Client acknowledges that GHA has no control over the costs of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs, shall be made on the basis of experience and qualifications applied to the project scope contemplated by this Agreement as well as information provided by Client (the accuracy and completeness of which GHA may rely upon), and represent GHA's reasonable judgment. Client accepts that GHA does not guarantee or warrant that proposals, bids, or the actual construction costs will not vary from opinions of probable cost prepared for the Client. GHA shall not be liable for cost differentials between the bid and/or actual costs and GHA's opinion of probable construction costs. Client agrees it shall employ an independent cost estimator if, based on its sole determination, it wants more certainty respecting construction costs,

10. Contractor's Work. Client agrees that GHA does not have control or charge of and is not responsible for construction means, methods, techniques, sequences or procedures, or for site or worker safety measures and programs including enforcement of Federal, State and local safety requirements, in connection with construction work performed by the Client or the Client's construction contractors. GHA is not responsible for the supervision and coordination of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators, suppliers, or any of their employees, agents and representatives of such workers, or responsible for any machinery, construction equipment, or tools used and employed by contractors and subcontractors. GHA has no authority or right to stop the work. GHA may not direct or instruct the construction work in any regard. In no event shall GHA be liable for the acts or omissions of Client's construction contractors, subcontractors, materialmen, fabricators, erectors, operators or suppliers, or any persons or entities performing any of the work, or for failure of any of them to carry out their work as called for by the Construction Documents. The Client agrees that the Contractor is solely responsible for jobsite and worker safety and warrants that this intent shall be included in the Client's agreement with all prime contractors. The Client agrees that GHA and GHA's personnel and consultants (if any) shall be defended/indemnified by the Contractor for all claims asserted against GHA which arise out of the Contractor's or its subcontractors' negligence, errors or omissions in the performance of their work, and shall also be named as an additional insured on the Contractor's and subcontractors' general liability insurance policy. Client warrants that this intent shall be included in the Client's agreement with all prime contractors. If the responsible prime contractor's agreement fails to comply with the Client's intent then the Client agrees to assume the duty to defend and indemnify GHA for claims arising out of the Contractor's or subcontractors' negligence, errors or omissions in the performance of their work.

11. Contractor Submittals. Shop drawing and submittal reviews by GHA shall apply only to the items in the submissions that concern GHA's scope of Basic Services and only for the purpose of assessing if, upon successful incorporation in the project, they are generally consistent with the GHA's Instruments of Service. Client agrees that the Contractor is solely responsible for the submissions and for compliance with the Instruments of Service. Owner agrees that GHA's review and action in relation to the submissions does not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to jobsite or worker safety. GHA's consideration of a component does not constitute acceptance of an assembled item.

12. Hazardous Materials. Client agrees that GHA has no responsibility or liability for any hazardous or toxic materials, contaminants or pollutants.

13. Record Drawings. If required by the Scope of Basic Services, record drawings will be prepared which may include unverified information compiled and furnished by others, the accuracy and completeness of which GHA may reasonably rely upon. Client accepts that GHA shall not verify the information provided to it and agrees GHA will not be responsible for any errors or omissions in the record drawings due to incorrect or incomplete information furnished by others to GHA.

14. Disputes. Client agrees to limit GHA's total aggregate liability to the Client for GHA's alleged acts, errors or omissions to \$50,000 or the amount of GHA's paid fees for its services on the project, whichever is greater. GHA's liability to Client shall be limited to twelve months from the last invoice submitted to Client by GHA, regardless of payment by Client. GHA makes no guarantees or warranties, either expressed or implied, including any warranty of habitability or fitness for a particular purpose. The parties agree to waive all claims against the other for any and all consequential damages, including attorneys' fees. The parties agree to waive against each other all rights and claims otherwise covered by property insurance, by builder's risk insurance or by all risk insurance, including but not limited to subrogation rights regardless of whether the claims arise during or post-construction and regardless of final payment to GHA.

All disputes arising out of or relating to this Agreement shall first be negotiated between the parties. If unresolved, the dispute shall be submitted to mediation as a condition precedent to litigation. Mediation shall take place in Chicago, Illinois unless the Client and GHA mutually agree otherwise. The fees and costs of the mediator shall be apportioned equally between the parties. If mediation is unsuccessful, litigation shall be the form of dispute resolution and shall be filed in the jurisdiction where the project was pending. The controlling law shall be the law of the jurisdiction where the project was located. Client agrees that all causes of action under this Agreement shall be deemed to have accrued and all statutory limitations periods shall commence no later than the date of GHA's services being substantially completed. Client agrees that any claim against GHA arising out of this Agreement shall be asserted only against the entity and not against GHA's owners, officers, directors, shareholders, or employees, none of whom shall bear any liability and may not be subject to any claim.

15. Miscellaneous. Either Client or GHA may terminate this Agreement without penalty at any time with or without cause by giving the other party ten (10) calendar days prior written notice. The Client shall, within thirty (30) calendar days of termination pay GHA for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions of this Agreement. Client shall not assign this Agreement without GHA's prior written consent. There are no third-party beneficiaries to this Agreement.

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Rejection of all Bids and Re-bid - Headworks Influent Gate Replacement Project at West Chicago/Winfield Wastewater Authority Regional Wastewater Treatment Plant

AGENDA ITEM NUMBER: 4.C

COMMITTEE AGENDA DATE: February 3, 2022
COUNCIL AGENDA DATE: February 7, 2022

STAFF REVIEW: Meहुl Patel, P.E., CFM, Director of Public Works

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE _____

ITEM SUMMARY:

The City of West Chicago and the Village of Winfield jointly comprise the West Chicago/Winfield Wastewater Authority (WCWWA), which owns the Wastewater Treatment Plant (WWTP), which discharges to the West Branch of the DuPage River under NPDES Permit No. IL0023469. The WWTP receives and processes over five million (5,000,000) gallons of raw sewage daily from the both municipalities. The flow enters the WWTP at two locations. The flow from City of West Chicago enters the WWTP through a 36-inch gravity interceptor at the headworks while the flow from Village of Winfield enters the WWTP through a 20-inch forcemain into the grit chamber,

The two influent gates that control the gravity flow into the headworks lift station and the bypass flow to the excess flow clarifiers are currently inoperable. In September 2021, the WCWWA hired Clark Dietz, Inc. an engineering firm, to provide design services for the replacement of the two influent gates. Their scope of work included replacement of the two influent gates, one downward opening weir gate and one upward opening sluice gate; replace the motor operators and stands for the gates; specification for bypass pumping during the project; structural upgrades to the chambers including corrosion protection; grating and fall protection hatch upgrade, etc.

The Project was advertised for bids in the Daily Herald as well as on QuestCDN (an online bidding platform) on January 6, 2022. A mandatory onsite pre-bid was conducted on January 13, 2022. Bids were received on January 27, 2022 for the project. Of the four (4) plan holders that attended the mandatory pre-bid meeting, only two (2) contractors submitted a bid. A summary of the results is included below:

Contractor	Base Bid	Alternate Bid	Total Base Bid Amount	Rank
Boller Construction	\$494,700.00	\$24,200.00	\$494,700.00	1
Martam Construction	\$918,365.00	\$50,792.00	\$918,365.00	2
Engineers' Estimate	\$245,000.00	\$25,000.00	\$270,000.00	N/A

The project is budgeted for in the Capital Improvements for the WCWWA at \$210,000.00. After reviewing

CITY OF WEST CHICAGO

the bids, it appears the bypass pumping was the single biggest factor between the estimate and contractor bids. In an attempt to complete the project within the FY2022 budget cycle, staff intends to re-bid the project after clearly defining the bypass pumping component of the project and possibly combine the project with another project at WCWWA to make it enticing for other bidders.

ACTIONS PROPOSED:

Reject all Bids and Re-bid - Headworks Influent Gate Replacement Project at West Chicago/Winfield Wastewater Authority Regional Wastewater Treatment Plant

COMMITTEE RECOMMENDATION: