

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

INFRASTRUCTURE COMMITTEE

**Thursday, September 1, 2022
7:00 P.M. – City Council Chambers**

AGENDA

1. Call to Order, Roll Call, and Establishment of a Quorum
2. Approval of Minutes
 - A. Infrastructure Committee of August 4, 2022
3. Public Participation / Presentations
4. Items for Consent
 - A. Rejection of Bids – Water Treatment Plant Waste Lime Sludge Removal Project
 - B. Resolution No. 22-R-0047 – Contract Award –Excel Electric, Inc. for the WTP SCADA and VFD Replacement Project in an amount not to exceed \$850,000.00
 - C. Resolution No. 22-R-0048 – Intergovernmental Agreement with the County of DuPage for the Klein Road Culvert Replacement Project
 - D. Resolution No. 22-R-0049 – Intergovernmental Agreement with the Illinois Department of Transportation and appropriation of funds of City's portion for IDOT Contract 62P22 for improvements along State Route IL-59
 - E. Resolution No. 22-R-0050 – Contract Award – Schroeder & Schroeder, Inc. for the 2022 Sidewalk and Curb Maintenance Program in the not to exceed amount of \$135,000.00
5. Items for Discussion
6. Unfinished Business
 - A. 2022 PCI Study
7. New Business
8. Reports from Staff
9. Adjournment

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

Draft

MINUTES INFRASTRUCTURE COMMITTEE

August 4, 2022 7:00 P.M.

1. **Call to Order, Roll Call, and Establishment of a Quorum.** Alderman Alton Hallett called the meeting to order at 7:00 P.M. Roll call found Aldermen Heather Brown, Matt Garling, Alton Hallett, Joe Morano, and Jeanne Short present. Alderman James Beifuss arrived after roll call at 7:05 P.M., and Alderman Sandra Dimas arrived after roll call at 7:14 P.M.

Staff present included Director of Public Works Mehul Patel and Administrative Assistant Ashley Heidorn.

2. **Approval of Minutes**

A. **Infrastructure Committee Minutes of June 2, 2022.** Alderman Morano made a motion, seconded by Alderman Garling to approve the Meeting Minutes of June 2, 2022.

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

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

4. **Items for Consent.** Alderman Garling made a motion, seconded by Alderman Brown to approve:

- A. Resolution No. 22-R-0039 – Contract Award – Thomas Engineering Group, LLC for Construction Engineering Services Related to the Lift Station #5 Rehabilitation Project in the Not-to-Exceed Amount of \$75,518.98
- B. Resolution No. 22-R-0040 – Acceptance of Ingenuity Way and Related Public Improvements – DuPage Airport Authority
- C. Resolution No. 22-R-0041 – Contract Award – RJN Group, Inc. for the 2022-2023 Sanitary Sewer Evaluation Survey (SSES) Program in the Not-to-Exceed Amount of \$232,588.36
- D. Resolution No. 22-R-0043 – Award Contract for Professional Engineering Design Services Related to the 2023 SSES Repair Program to RJN Group, Inc. in the Not-To-Exceed Amount of \$53,548.00
- E. Resolution No. 22-R-0044 – Contract Award – Security Camera System Upgrade 2022 – Current Technologies Corporation – Amount Not to Exceed \$70,967.84

- F. Resolution No. 22-R-0045 – Adopt-A-Highway Program – West Chicago Garden Club
- G. Resolution No. 22-R-0046 – Contract Award – V3 Construction Group, LTD for the Special Service Area#2 Storm Outfall Repair Project in an Amount Not to Exceed \$83,830.00

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

5. Items for Discussion.

5.A. 2022 Pavement Evaluation Report. Mr. Patel explained that MDS Technologies, Inc. conducted a pavement evaluation of all City streets to provide ratings of each street's condition. It is his recommendation to start looking at the Five-Year Capital Improvement Program (CIP) and adjust as appropriate to address the greatest needs. This can also be used to concentrate on areas geographically to obtain more cost effective pricing rather than bouncing around to various locations throughout the City. A large takeaway from the study is that 70% of the City's industrial roads are rated "poor" or below. Mr. Patel also distributed a map of previous main breaks, which shows that many of the streets in good condition are those with underground infrastructure issues that should be addressed. The pavement evaluation report and this map can be used going forward to try to address those underground issues at the same time as the street surfaces. Questions and discussion about additional funding options and sources followed. Mr. Patel noted that the possibility of a special service area may need to be revisited.

Klein Road Bikeway. Mr. Patel distributed a handout regarding a proposed Klein Road Bikeway received from Winfield Township with proposed financial participation by neighboring communities. He also believes the proposed pricing is underestimated. Some discussion followed, and Mr. Patel advised the Committee that he told the Winfield Township Highway Commissioner that the City would be supportive of the Bikeway but would make no financial commitment at this time.

6. Unfinished Business. None.

7. New Business. Alderman Short inquired about ways to improve the odors created by the Wastewater Treatment Plant (WWTP). Alderman Dimas noted that for many years the concern about bad smells from the WWTP has been brought up, and there is really no clear solution to remedy the issue. Mr. Patel noted that he would speak with Jacobs, the contractual operators of the WWTP, to see what kind of options might be available.

8. Reports from Staff. Mr. Patel noted that the new Assistant Director of Public Works, Dave Shah, would be starting on August 15th.

9. Adjournment. At 8:03 P.M., Alderman Brown made a motion to adjourn, seconded by Alderman Hallett. Motion was unanimously approved by voice vote.

Respectfully submitted,

Ashley Heidorn
Administrative Assistant of Public Works

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

REJECTION OF BIDS –Water Treatment Plant Waste Lime Sludge Removal Project

AGENDA ITEM NUMBER:

4.A.

COMMITTEE AGENDA DATE: September 1, 2022
COUNCIL AGENDA DATE: September 6, 2022

STAFF REVIEW: Joseph Munder, Water Treatment Plant Superintendent

SIGNATURE _____

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE _____

As part of the City's water treatment process, rotary hydrated lime is used to purify the raw water through a softening process. When the lime bonds with targeted minerals (i.e., radium, calcium, magnesium, etc.) sludge is generated. The sludge is transferred to three exterior holding lagoons until contractually removed. Typically, the removal takes place on a bi-annual basis and the waste is taken to a landfill. The last such project was completed in late 2020.

Based on the lab results, the City's lime sludge meets the criteria for land application. Plans and bid specifications were prepared in house for a land application. This project was advertised in the Daily Herald and on QuestCDN an online bidding platform on July 5 with a bid opening on July 26. At that time, the City didn't receive any bids.

This project was re-advertised in the Daily Herald and on QuestCDN (an online bidding platform) on August 2 with a bid opening on August 19. The plans were adjusted to have a base bid of landfill application with an alternate to perform land application as well as a combination of landfill and land application. The City received only one bid. The bid results are shown below.

Bidder	Bid Amount – Base Bid	Bid Amount – ALT 1	Bid Amount – ALT 2
Bluff City Materials, Inc.	\$2,097,120.00	\$2,581,600.00	\$2,079,936.00
Engineer's Estimate	\$880,000.00	N/A	N/A

The City has budgeted \$880,000.00 in the 2022 Budge under account 06-34-48-4210.

Staff recommends rejecting this bid and seeking alternate means and methods of removing and disposing of the waste lime sludge. Staff will be working closely with industry professionals to determine the best and most cost efficient methods of disposal. Staff will return to the Infrastructure Committee with updated options.

ACTIONS PROPOSED:

Reject all bids received for the Water Treatment Plant Waste Lime Sludge Removal Project

COMMITTEE RECOMMENDATION:

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 22-R-0047 - Contract Award –Excel Electric, Inc. for the WTP SCADA and VFD Replacement Project in an amount not to exceed \$850,000.00

AGENDA ITEM NUMBER:4.B.**COMMITTEE AGENDA DATE:** September 1, 2022**COUNCIL AGENDA DATE:** September 19, 2022**STAFF REVIEW:** Joseph Munder, Water Treatment Plant Superintendent**SIGNATURE** _____**APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** _____

The SCADA (Supervisory Control and Data Acquisition) system at the Water Treatment Plant and the VFDs (Variable Frequency Drives) are original to the facility and the components are outdated. In some cases, replacement parts are no longer produced or supported by the manufacturer; the only replacements part available are the remaining stock at the manufacturer's facility in Germany. The systems are in need of an upgrade and modernization.

Over the last few months, Trotter and Associates (TAI) prepared the plans and specifications necessary to replace the aforementioned components of the WTP.

The project was advertised in the Daily Herald and on the online bidding platform QuestCDN on July 5, 2022 and bids were opened on July 26, 2022. The bid results are shown below.

Bidder	Bid Amount	Rank
Excel Electric, Frankfort, IL	\$850,000.00	1
Homestead Electrical, Ingelside, IL	\$884,980.00	2
Engineer's Estimate	\$817,583.00	N/A

In FY2022, there are \$475,000 budgeted in Water Fund Capital Account (06-34-48-4806) for this project. The budgeted amount was based on the engineer's initial estimates in September 2021. Since then, supply chain issues and high inflation has significantly pushed the project costs much higher. Based on our preliminary conversations with the apparent low bidder, the project will take approximately 80 weeks (1.5 years) to complete from the time a contract is awarded. There is adequate time to source and allocate the additional funding

Staff recommends moving forward with the project and accepting the bid from Excel Electric, Inc. The current economic climate is such that costs are expected to continue to rise significantly. Rejecting these two bids and re-advertising the project is not anticipated to provide any savings to the City. Based on conversation with TAI representatives, its other projects are seeing even higher pricing. Re-bidding will also extend the completion timeline.

CITY OF WEST CHICAGO

ACTIONS PROPOSED:

Approve Resolution No. 22-R-0047 authorizing the Mayor to execute a contract with Excel Electric, Inc. of Frankfort, Illinois, for the Water Treatment Plant SCADA and VFD Replacement Project in an amount not to exceed cost of \$850,000.00

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 22-R-0047

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT WITH EXCEL ELECTRIC, INC. OF FRANKFORT, ILLINOIS,
FOR THE
WATER TREATMENT PLANT SCADA AND VFD REPLACEMENT PROJECT
IN AN AMOUNT NOT TO EXCEED COST OF \$850,000.00**

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 contract with Excel Electric, Inc. of Frankfort, Illinois, for the Water Treatment Plant SCADA and VFD Replacement Project in an amount not to exceed cost of \$850,000.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 19th day of September 2022.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

Deputy Clerk Valeria Perez

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 22-R-0048 – Intergovernmental Agreement with the County of DuPage for Klein Road Culvert Replacement Project

AGENDA ITEM NUMBER:4.C.**FILE NUMBER:****COMMITTEE AGENDA DATE:** September 1, 2022**COUNCIL AGENDA DATE:** September 6, 2022**STAFF REVIEW:** Mehul T. Patel, P.E., CFM- Director of Public Works**SIGNATURE** _____**APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** _____**ITEM SUMMARY:**

In February 2022, the County of DuPage through its Stormwater Management Department issued a call for projects for DuPage County Stormwater Management's American Rescue Plan Act (ARPA) funded projects. In April 2022, the City submitted an application for aforementioned grant funding for its Klein Rd Culvert Replacement Project. The culvert is severely deteriorated and way past its useful life cycle as evident by the rust and holes within the pipe. The culvert has also failed structurally.

The scope of work includes replacement of the entire roadway culvert with a new concrete box culvert, new junction chambers on the east side, guardrails, pavement restoration, landscape restoration and other miscellaneous items as necessary to complete the project. The estimated cost of project is \$338,000. This will a 50/50 funded project between the City and the County. The project is a reimbursable grant; therefore, the City must pay for the entire project upfront. Only the actual construction cost of the project is eligible for funding. In June 2022, the City received the official award notice of the grant funding in the amount not-to-exceed \$169,000.

The City is required to enter into an Intergovernmental Agreement (IGA) with the County of DuPage for this project. As per the IGA, project must be substantially completed by October 31, 2024 and all reimbursement must be processed by December 31, 2024. Staff is planning to include this project in the FY2023 capital program.

Staff recommends approval of the IGA.

ACTIONS PROPOSED:

Approve Resolution No. 22-R-0048 authorizing the Mayor to execute an Intergovernmental Agreement with the County of DuPage for the Klein Road Culvert Replacement Project

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 22-R-0048

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
INTERGOVERNMENTAL AGREEMENT WITH
THE COUNTY OF DUPAGE FOR
THE KLEIN ROAD CULVERT REPLACEMENT PROJECT**

BE IT FURTHER RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute an Intergovernmental Agreement County of DuPage for the Klein Road Culvert Replacement Project, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 19th day of September 2022.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Ruben Pineda, Mayor

ATTEST:

Valeria Perez, Deputy City Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS
AND THE CITY OF WEST CHICAGO FOR KLEIN ROAD CULVERT REPLACEMENT

This INTERGOVERNMENTAL AGREEMENT is made this 11th day of October, 2022 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and the CITY OF WEST CHICAGO, a body politic and corporate, with offices at 475 Main Street, WEST CHICAGO, IL 60185 (hereinafter referred to as the CITY).

R E C I T A L S

WHEREAS, the CITY and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff as an integral part of the proper management of storm and flood waters; and

WHEREAS, the COUNTY has been awarded \$179,266,585 in funding through the American Rescue Plan Act (ARPA); and

WHEREAS, ARPA permits the use of ARPA funds for stormwater infrastructure projects; and

WHEREAS, the COUNTY Board has allocated a portion of its ARPA funds be dedicated towards qualifying stormwater infrastructure projects; and

WHEREAS, the Stormwater Management Planning Committee and the DuPage County Board has approved a municipal cost share program, and a portion of the funds dedicated to

Stormwater Infrastructure are to be used to fund program specific shovel-ready projects that demonstrate flood protection and resilience measures; and

WHEREAS, the Stormwater Management Department on behalf of the COUNTY has developed and implemented a competitive grant program available to all municipalities in DuPage County; and

WHEREAS, the CITY has submitted an application under this grant program for the “KLEIN ROAD CULVERT REPLACEMENT” that meets the criteria as a project that qualifies as an ARPA Stormwater Infrastructure Project (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the CITY have determined that the implementation of the PROJECT will benefit local citizens with flood protection, water quality and/or resilience measures; and;

WHEREAS, the CITY has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY’S American Rescue Plan Act in an amount not to exceed one hundred sixty-nine thousand dollars (\$169,000); and

WHEREAS, the CITY shall pay all PROJECT expenses up front and will be reimbursed for qualified expenses per this AGREEMENT; and

WHEREAS, the CITY shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

NOW, THEREFORE, in consideration of the promises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

- 1.1 All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 PROJECT DESCRIPTION.

- 2.1 The PROJECT involves the removal and replacement of an existing undersized, deteriorated 36” corrugated metal pipe with a concrete box culvert along with other items such as guardrail replacement, concrete junction chambers, pavement

removal and replacement, restoration and other miscellaneous items as necessary. The existing culvert is eroded and deformed with erosion near the upstream embankment.

- 2.2 The PROJECT shall be developed essentially in accord with the engineering report prepared by Engineering Resource Associates latest revision date of April 21, 2022, which document is incorporated herein by reference but is not attached hereto due to space limitations.

3.0 FUNDING.

- 3.1 The total construction related PROJECT costs are estimated to be three hundred thirty-eight thousand dollars (\$338,000). The COUNTY's maximum reimbursement amount is \$169,000 or 50% of the PROJECT cost, whichever is least. The anticipated cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

CITY OF WEST CHICAGO	\$169,000
COUNTY OF DUPAGE	\$169,000
TOTAL	\$338,000

- 3.2 The CITY shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the CITY and COUNTY agree to apportion such extra costs (through an amendment consistent with Paragraph 8.1) before they are incurred.
- 3.3 This AGREEMENT shall in no way obligate the CITY to undertake this PROJECT if the CITY in its sole discretion determines that it is no longer in the CITY's best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by October 31, 2024, the CITY shall promptly reimburse the COUNTY any monies paid by the COUNTY to the CITY pursuant to this AGREEMENT. The CITY's right to retain the COUNTY'S reimbursement of PROJECT costs is expressly conditioned upon the CITY'S timely and satisfactory completion of the PROJECT.
- 3.4 The CITY may only seek COUNTY reimbursement for allowable PROJECT construction expenses incurred on, or before, October 31, 2024. Allowable PROJECT expenses incurred and paid by the CITY in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT, but does not include construction management, bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the CITY'S administrative costs, overhead, payroll, land acquisition, legal or accounting services.
- 3.5 As this Agreement utilizes ARPA funds, the CITY is aware that time is of the essence in notifications as to whether the CITY will proceed with this project to

substantial completion not later than October 31, 2024. If the CITY fails to communicate that the CITY is not proceeding with this project or if the CITY fails to substantially complete this project by October 31, 2024, the COUNTY may recoup any expended funds and withhold any unexpended funds to be used for other permissible purposes in advance of the December 31, 2026 federal recapture deadline.

4.0 CITY'S RESPONSIBILITIES.

- 4.1 The CITY shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The CITY shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The CITY shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance.
- 4.3 The CITY shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.4 The CITY shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of documenting whether PROJECT work components qualify as allowable expenses.
- 4.5 The CITY shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.
- 4.6 The CITY shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.7 The CITY may enter into additional agreements to secure its portion of the local PROJECT costs.
- 4.8 The CITY shall submit no more than one invoice per month to the COUNTY during the construction and maintenance phases of the PROJECT. Under no circumstances should the COUNTY be invoiced more than one hundred sixty-nine thousand dollars (\$169,000) or 50% of the PROJECT costs, whichever is least. The invoice shall show the quantities, cost per item, date of work incurred, proof of payment (copy of check), final waivers from the primary contractor, and a brief summary of work completed on the PROJECT.
- 4.9 The CITY shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not

affect the COUNTY'S obligation to reimburse the CITY in the amounts herein agreed upon, nor shall this provision affect the CITY'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.

- 4.10 The CITY shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY. The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and all work documents (i.e., plans, change orders, field orders, construction manager diaries, etc.). The COUNTY shall provide the CITY reasonable advanced notice of when the COUNTY requires such access.
- 4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The CITY and CITY'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The CITY shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the CITY shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the CITY beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY'S role in conducting any review or granting any consent or approval relates solely to the PROJECT'S eligibility under the COUNTY'S ARPA funding.
- 4.12 The CITY must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage (if applicable) and other promotion of the PROJECT including, but not limited to, printed materials, press releases and presentations.

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY shall reserve the right to review the PROJECT plans and specifications, prior to the CITY's advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S ARPA Grant. The COUNTY shall promptly provide the CITY with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.
- 5.2 The COUNTY shall cost share in the PROJECT as follows:

- 5.2.1 The COUNTY shall reimburse the CITY for approved costs associated with the PROJECT at a maximum amount of \$169,000, or 50% of the PROJECT cost whichever is least, which have been incurred and paid for by the CITY, as specified in Paragraph 3.1.
- 5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed one hundred sixty-nine thousand dollars (\$169,000).
- 5.2.3 In the event PROJECT costs total less three hundred thirty-eight thousand dollars (\$338,000), the COUNTY'S total reimbursement amount shall be not more than fifty percent (50%) of the actual total PROJECT costs, or \$169,000 whichever is least. Any amounts overpaid by the COUNTY shall be promptly refunded by the CITY.
- 5.2.4 The COUNTY shall not be obligated to pay invoices received after December 30, 2024, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.
- 5.2.5 The COUNTY shall not reimburse for any work completed before entering into the IGA, nor shall pay for any work completed after October 31, 2024.
- 5.2.6 The COUNTY shall not reimburse for any work completed for invoices received after December 30, 2024.
- 5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data collected as part of the PROJECT.
- 5.4 The COUNTY does not, and shall not warrant, and makes no representations that the project meets all the qualifications and requirements for the expenditure of ARPA funds.

6.0 GOVERNMENT REGULATIONS.

- 6.1 The CITY shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.
- 6.2 The CITY understands and agrees that ARPA funds are subject to audit and potential recoupment by the Federal Government of the United States of America. The CITY agrees to assist the COUNTY in responding to any audits of the ARPA funds used for the project.

7.0 INDEMNIFICATION.

- 7.1 The CITY shall indemnify, hold harmless and defend the COUNTY or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CITY'S performance under this AGREEMENT to the fullest extent the CITY is so authorized under the law; provided, however, that the CITY shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.
- 7.2 The CITY shall specifically indemnify, hold harmless and defend the County or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with the use of ARPA funds for this project, including, but not limited to audits, recoupment of the ARPA funds used for this project, or fines and penalties assessed related to using ARPA funds for this project.
- 7.3 The CITY shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the CITY and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the CITY shall require that its consultants and contractors indemnify, defend and hold harmless the CITY and COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.
- 7.4 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraphs 7.1, 7.2 or 7.3 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove CITY'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the CITY or its consultants, contractors or agents. The CITY'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

- 8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
 - 9.1.1 December 30, 2024, or to a new date agreed upon by the parties.
 - 9.1.2 The completion by the CITY and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before December 30, 2024.

10.0 ENTIRE AGREEMENT.

- 10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between parties.
- 10.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.
- 10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 10.4 In the event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

11.0 SEVERABILITY.

- 11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if

not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 GOVERNING LAW.

- 12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

13.0 NOTICES.

- 13.1 Any required notice shall be sent to the following addresses and parties:

CITY of WEST
CHICAGO
ATTN: Michael
Guttman, City
Administrator
475 Main Street
WEST CHICAGO,
IL 60185

DuPage County State's
Attorney's Office
ATTN: Civil Bureau
503 N. County Farm Rd.
Wheaton, Illinois 60187

Sarah Hunn
Director
DuPage County
Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

- 14.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

15.0 NO WAIVER OF TORT IMMUNITIES

- 15.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses, privileges or immunities available to the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

CITY OF WEST CHICAGO

Daniel Cronin,
Chairman

Ruben Pineda
Mayor

ATTEST:

ATTEST:

Jean Kaczmarek,
County Clerk

Valeria Perez
Deputy City Clerk

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 22-R-0049 – Intergovernmental Agreement with the Illinois Department of Transportation and appropriation of funds of City's portion for IDOT Contract 62P22 for improvements along State Route IL-59

AGENDA ITEM NUMBER:4.D.**FILE NUMBER:****COMMITTEE AGENDA DATE:** September 1, 2022**COUNCIL AGENDA DATE:** September 6, 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 Illinois Department of Transportation (IDOT) under its contract #62P22 is proposing a project along IL-59 from Edgewood Walk to Kress Creek (just north of Joliet St), including portions of west Joliet St. The major scope of work includes resurfacing within the project limits, intersection improvements at Joliet St and a new traffic signal at Joliet St. The project also includes interconnecting traffic signals along IL-59 between IL-56 (Butterfield Rd) to IL-64 (North Ave) as well as some traffic signal improvements at IL-59 and James Ave. An Intergovernmental Agreement (IGA) is being proposed by IDOT to cover the costs for improvements which are under the jurisdiction of City of West Chicago, mainly as it relates to the west leg of Joliet St.

Over the last few months, staff along with assistance from Thomas Engineering Group has reviewed the plans provided by IDOT. All previous comments have been satisfactorily addressed.

Per Exhibit A of the attached IGA, IDOT is anticipating that the City will be responsible for approximately \$9,387.00 of the approximately \$1.6 million dollar project. All City cost are associated with the west leg of traffic signal at IL-59 and Joliet St. Please note the exact cost of City's participation will be determined after the bid opening and final costs will be determined based on as-built conditions at the completion of the project. Typically, cost participation items on IDOT contract requires municipalities to pay 80% of its cost upon award of the contract and remainder 20% at the completion of the project.

Staff recommends approval of the IGA. Although this is an unbudgeted item in FY2022, funds are available in 08-34-53-4863.

ACTIONS PROPOSED:

Approve Resolution No. 22-R-0049 authorizing the Mayor to execute an Intergovernmental Agreement with the Illinois Department of Transportation and to appropriate funds of City's portion for IDOT Contract 62P22 for improvements along State Route IL-59

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 22-R-0049

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
INTERGOVERNMENTAL AGREEMENT WITH THE
ILLINOIS DEPARTMENT OF TRANSPORTATION
AND TO APPROPRIATE FUNDS FOR CITY'S PORTION OF IDOT
CONTRACT 62P22 FOR IMPROVEMENTS ALONG STATE ROUTE IL-59**

WHEREAS, the CITY OF WEST CHICAGO (CITY) has entered into an INTERGOVERNMENTAL AGREEMENT with the STATE OF ILLINOIS (STATE) for the improvement of FAP 338 / IL 59 at Joliet Street /Edgewood Walk and at James Street, known as State Section 2121-087-TS&N, Contract No. 62P22, and

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

NOW THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of Nine Thousand Three Hundred Eighty Seven Dollars (\$9,387.00), or so much thereof as may be necessary, from any money now or hereinafter allotted to the CITY, to pay its share of the cost of this improvement as provided in the AGREEMENT; and

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

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

BE IT FURTHER RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute an Intergovernmental Agreement with the Illinois Department of Transportation for and appropriate funds for City's portion of IDOT Contract 62P22 for improvements along State Route IL-59, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 6th day of September 2022.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Ruben Pineda, Mayor

ATTEST:

Valeria Perez, Deputy City Clerk

AGREEMENT

This Agreement entered into this _____ day of _____, 2022 A.D., by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, and the CITY OF WEST CHICAGO of the State of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of improving FAP 338 / IL 59 at its intersections with Joliet Street / Edgewood Walk and with James Street, STATE Section 2021-087-TS&N, STATE Job No.: C-91-203-21, State Contract Number 62P22 as follows:

The proposed scope of work includes traffic signal modernizations, emergency vehicle pre-emption equipment, turning lane revisions, resurfacing and all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

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

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

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during

construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.

2. The STATE agrees to pay for all right of way, construction and engineering cost subject to partial reimbursement by the CITY, as hereinafter stipulated.

3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A attached hereto and made a part hereof.

4. The CITY has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as Exhibit B and made a part hereof.

The CITY agrees that upon award of the contract for this improvement, the CITY will pay to the STATE, in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this AGREEMENT, based on bid prices, and will pay to said STATE the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project, based upon final costs.

5. The CITY further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in Exhibit B proves to be insufficient to cover said cost.

6. The CITY has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.

7. The CITY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along IL 59 without the consent of the STATE.

8. All CITY owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 Ill. Adm. Code 530).
9. Upon final field inspection of the improvement and so long as IL 59 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the median, the through traffic lanes, the left-turn lanes and right turn lanes, vertical pavement markings and the curb and gutter, stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.
10. Upon final field inspection of the improvement, the CITY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including new and existing sidewalks, shared-use paths, parkways and CITY owned utilities including appurtenances thereto.
11. The CITY further agrees to continue its existing maintenance responsibilities on Joliet Street and on all other side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of IL 59. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the CITY unless there is an agreement specifying different responsibilities.
12. Upon acceptance by the STATE of the traffic signal work included herein the financial responsibility for maintenance and electrical energy for the operation of the traffic signal at IL 59 at Joliet Street shall continue as listed in the current Agreement between the STATE and CITY.
13. It is mutually agreed that the actual traffic signal maintenance will be performed by the STATE either with its own forces or through an ongoing contractual agreement.

14. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signals included herein which requires modernization or reconstruction to said traffic signals then the CITY agrees to be financially responsible for its share of the costs to relocate or reconstruct the traffic signals in conjunction with the STATE's proposed improvement.

15. Under penalty of perjury, the CITY certifies that its correct Federal Tax Identification number is 36-6006114 and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is:

City of West Chicago
475 Main Street
West Chicago, IL 60185

Remainder of page intentionally left blank

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

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

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

CITY OF WEST CHICAGO

By: _____
(Signature)

Attest:

By: Ruben Pineda
(Print or Type)

Title: Mayor

Date: _____

Deputy Clerk

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Jose Rios, P.E.
Region One Engineer

Date: _____

Job No.: C-91-203-21
Agreement No.: JN-123-001

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP 338 / IL 59 at Joliet St / Edgewood Walk and at James St, Contract No. 62P22, State Section 2021-087-TS&N, the CITY agrees to that portion of the plans and specifications relative to the CITY's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

Approved _____

Title _____

Date _____

"Exhibit B"
FUNDING RESOLUTION

WHEREAS, the CITY OF WEST CHICAGO (CITY) has entered into an AGREEMENT with the STATE OF ILLINOIS (STATE) for the improvement of FAP 338 / IL 59 at Joliet Street /Edgewood Walk and at James Street, known as State Section 2121-087-TS&N, Contract No. 62P22, and

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

NOW THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of Nine Thousand Three Hundred Eighty Seven Dollars (\$9,387.00), or so much thereof as may be necessary, from any money now or hereinafter allotted to the CITY, to pay its share of the cost of this improvement as provided in the AGREEMENT; and

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

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

STATE OF ILLINOIS)
COUNTY OF DUPAGE)

I, _____, CITY Clerk in and for the CITY OF WEST CHICAGO, hereby certify the foregoing to be a true perfect and complete copy of the resolution adopted by the CITY Council at a meeting on _____, 2022 A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this _____ day of _____, 2022 A.D.

CITY Clerk

(SEAL)

EXHIBIT A
ESTIMATE OF COST Contract 62P22

Type of Work	FEDERAL		STATE		WINFIELD TOWNSHIP ROAD DISTRICT		CITY OF WEST CHICAGO		WEST CHICAGO FIRE PROTECTION DISTRICT		TOTAL
	\$	%	\$	%	\$	%	\$	%	\$	%	\$
All roadway work excluding the following:	\$688,500	90%	\$76,500	10%							\$765,000
P&C Engineering (15%)	\$103,275	90%	\$11,475	10%							\$114,750
TRAFFIC SIGNALS											
IL 59 at Joliet St / Edgewood Walk	\$293,850	90%	\$16,325	5%	\$8,163	2.5%	\$8,163	2.5%			\$326,500
P&C Engineering (15%)	\$44,078	90%	\$2,449	5%	\$1,224	2.5%	\$1,224	2.5%			\$48,975
Emergency Vehicle Pre-emption System									\$6,000	100%	\$6,000
P&C Engineering (15%)									\$900	100%	\$900
IL 59 at James Avenue	\$286,200	90%	\$15,900	5%	\$15,900	5%					\$318,000
P&C Engineering (15%)	\$42,930	90%	\$2,385	5%	\$2,385	5%					\$47,700
Emergency Vehicle Pre-emption System									\$6,000	100%	\$6,000
P&C Engineering (15%)									\$900	100%	\$900
TOTAL	\$1,458,833		\$125,034		\$27,672		\$9,387		\$13,800		\$ 1,634,725

NOTE: Local participation shall be predicated upon the percentages shown above for the specified work. Local Agency cost shall be determined by multiplying the final quantities times contract unit price plus the percentage shown for construction and/or preliminary engineering unless otherwise noted.

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 22-R-0050 - Contract Award – Schroeder & Schroeder, Inc. for the 2022 Sidewalk and Curb Maintenance Program in the not to exceed amount of \$135,000.00

AGENDA ITEM NUMBER:4.E.**COMMITTEE AGENDA DATE:** September 1, 2022**COUNCIL AGENDA DATE:** September 19, 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 2022 Sidewalk and Curb Maintenance Program will consist of over 8,500 square feet of intermittent sidewalk removal and replacement of mostly residential concrete sidewalk located throughout the City of West Chicago. The program also includes, but is not limited to: approximately 300 linear feet of intermittent curb and gutter removal and replacement, 2-inch and 4-inch aggregate base course for ground stabilization, removal and replacement of HMA and PCC driveways, detectable warning field installation, tree root pruning, HMA pavement patching, and landscape restoration. All quantities on the Schedule of Prices were used in determining the lowest responsible bidder.

Plans and bid specifications were prepared by Thomas Engineering Group, LLC (TEG), and the 2022 Sidewalk and Curb Maintenance Program was advertised in the Daily Herald and an online bidding platform QuestCDN on Aug 12, 2022, and bids were opened on August 26, 2022. There were three plan holders and the City received two bids. The results are below.

Bidder	Bid Amount	Overall Rank
Schroeder & Schroeder, Inc.	\$174,266.00	1
Alliance Contractors , Inc.	\$262,740.00	2
Engineer's Estimate	\$134,960.00	N/A

Schroeder & Schroeder, Inc. (Schroeder) of Skokie, Illinois, submitted the lowest responsible bid of \$174,266.00. The other bid proposal, submitted by Alliance Contractors Inc., was \$262,740.00. TEG's engineer's estimate of probable cost was \$123,396.00. A bid tab is attached for reference.

TEG called Schroeder's project references and spoke directly with representatives from the Village of Algonquin and the Village of Roselle who provided a positive reference on Schroeder's behalf. Schroeder is registered by the Illinois Department of Transportation as a prequalified contractor.

Although Schroeder's bid is approximately 9% over the engineers estimate, staff believes it would be difficult to re-bid and still be able to fit a program in with limited time remaining in the year. It is also unlikely re-bidding would result in additional bids or lower pricing given the current inflationary environment. Staff has reached out to Schroeder & Schroeder regarding keeping the final contract value within City's budgeted amount for the program. Schroeder has agreed to that.

Staff recommends that a contract be awarded to Schroeder & Schroeder, Inc. of Skokie, Illinois, for

CITY OF WEST CHICAGO

services related to the 2022 Sidewalk and Curb Maintenance Program, for an amount not to exceed \$135,000.00.

This year's program will be paid for using Capital Project Funds in which \$135,000.00 has been budgeted for the combined Sidewalk, Curb, and Gutter Replacement Program (08-34-53-4863).

ACTIONS PROPOSED:

Approve Resolution No. 22-R-0050 authorizing the Mayor to execute a Contract with Schroeder & Schroeder, Inc. of Skokie, Illinois, for the 2022 Sidewalk and Curb Maintenance Program in an amount not to exceed \$135,000.00

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 22-R-0050

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT AGREEMENT WITH SCHROEDER & SCHROEDER, INC.
OF SKOKIE, ILLINOIS, FOR
THE 2022 SIDEWALK AND CURB MAINTENANCE PROGRAM
IN AN AMOUNT NOT TO EXCEED \$135,000.00**

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 Contract Agreement with Schroeder & Schroeder, Inc. of Skokie, Illinois, for the 2022 Sidewalk and Curb Maintenance Program in an amount not to exceed \$135,000.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 19th day of September 2022.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Ruben Pineda, Mayor

ATTEST:

Valeria Perez, Deputy City Clerk

CITY OF WEST CHICAGO 2022 SIDEWALK AND CURB MAINTENANCE PROGRAM Bid Opening: August 26, 2022 @ 10:00 A.M.				Schroeder & Schroeder Inc. Concrete Contractors 7306 Central Park Skokie, IL 60076		Alliance Contractors Inc. 1166 Lake Avenue Woodstock, IL 60098	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID TOTAL	BID UNIT PRICE	BID TOTAL
1	P.C.C. DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT (6")	SY	130	\$115.00	\$14,950.00	\$190.00	\$24,700.00
2	HMA DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT (4")	SY	100	\$75.00	\$7,500.00	\$105.00	\$10,500.00
3	P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (5"- 6")	SF	8,500	\$13.50	\$114,750.00	\$21.00	\$178,500.00
4	P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (8")	SF	60	\$14.00	\$840.00	\$22.00	\$1,320.00
5	CONCRETE CURB, TYPE B (SPECIAL)	FOOT	50	\$55.00	\$2,750.00	\$80.00	\$4,000.00
6	COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18)	FOOT	190	\$60.00	\$11,400.00	\$120.00	\$22,800.00
7	REINFORCEMENT BARS, EPOXY COATED – TWO CONTINUOUS NO. 5	FOOT	50	\$3.00	\$150.00	\$2.00	\$100.00
8	TACTILE / DETECTABLE WARNING SURFACE	SF	24	\$49.00	\$1,176.00	\$30.00	\$720.00
9	AGGREGATE BASE COURSE, TYPE B, 4-INCH	SY	500	\$6.00	\$3,000.00	\$6.00	\$3,000.00
10	AGGREGATE BASE COURSE, TYPE B, 2-INCH	SY	350	\$3.00	\$1,050.00	\$3.00	\$1,050.00
11	TREE ROOT PRUNING	EACH	20	\$150.00	\$3,000.00	\$200.00	\$4,000.00
12	VALVE VAULT, MANHOLE, INLET, CATCH BASIN TO BE ADJUSTED	EACH	4	\$550.00	\$2,200.00	\$500.00	\$2,000.00
13	SIDEWALK REMOVAL (NOT REPLACED)	SF	50	\$5.00	\$250.00	\$5.00	\$250.00
14	TOPSOIL, FURNISH AND PLACE, 4"	SY	60	\$5.00	\$300.00	\$5.00	\$300.00
15	SODDING, SALT TOLERANT	SY	50	\$35.00	\$1,750.00	\$20.00	\$1,000.00
16	REMOVE AND REINSTALL BRICK PAVER	SY	20	\$135.00	\$2,700.00	\$250.00	\$5,000.00
17	CONCRETE STEP REPAIR	EACH	1	\$6,500.00	\$6,500.00	\$3,500.00	\$3,500.00
			BID TOTAL	As Corrected As Read		\$174,266.00 \$174,266.00	\$262,740.00 \$262,740.00