

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

INFRASTRUCTURE COMMITTEE

Thursday, February 2, 2023
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 December 1, 2022
3. Public Participation / Presentations
4. Items for Consent
 - A. Ordinance No. 23-O-0001 – Authorizing the Execution of the Illinois Public Works Mutual Aid Network (IPWMAN) Agreement
 - B. Resolution No. 23-R-0003 – Authorizing the City Administrator to Enter into a Contract for the Supply of Electricity for the City’s Water Treatment Plant, all Well Stations, and all Sanitary Lift Stations
 - C. Resolution No. 23-R-0004 – Contract Execution – Clark Dietz, Inc. Amendment #1 for Professional Engineering Services related to the Headworks Influent Gate Replacement Project at West Chicago/Winfield Wastewater Authority Regional Wastewater Treatment Plant in the amount not to exceed \$25,320.00
 - D. Resolution No. 23-R-0006 – Contract Award – Donohue & Associates, Inc. – A2O Phosphorous Removal Project for the West Chicago/Winfield Wastewater Authority Regional Wastewater Treatment Plant in the Not-to-Exceed Cost of \$288,570.00
 - E. Resolution No. 23-R-0007 – Contract Award – Construction, Inc. for the First and Lower Level Renovation Project at 200 Main St in the Amount \$1,190,000.00
 - F. Resolution No. 23-R-0008 – Contract Execution – Matocha Associates for Architectural Construction Oversight Services related to the First Floor and Lower Level Renovation Project at 200 Main Street in an amount not to exceed \$60,000.00
 - G. Resolution No. 23-R-0009 – A Resolution Appropriating the Use of Motor Fuel Tax Funds for the City’s Construction Local Match and Construction Engineering for the Technology Boulevard Resurfacing Project (IDOT Contract 61J32, Section No. 20-00085-00-RS) in an Amount of \$386,500
 - H. Resolution No. 23-R-0010 – A Resolution for Maintenance Appropriating the Use of Motor Fuel Tax Funds for City’s General Maintenance and Approving City’s Estimate of Maintenance Cost for FY 2023
 - I. Resolution No. 23-R-0011 – A Resolution Adopting the Complete Street Policy for New Construction Projects Affecting Public Right-of-Way and Public Spaces

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Ruben Pineda
MAYOR
Nancy M. Smith
CITY CLERK

Michael L. Guttman
CITY ADMINISTRATOR

- J. Resolution No. 23-R-0012 -- Reimbursement Agreement for Preliminary Engineering Services with the Union Pacific Railroad Company for Design of Proposed Pedestrian Sidewalk At Grade Crossing on Harvester Road in the amount not to exceed \$50,000
- K. Resolution No. 23-R-0013 -- Contract Award -- Yellowstone Landscape -- 2023 Parkway Tree Planting Program in an amount not to exceed \$44,720.00

- 5. Items for Discussion
- 6. Unfinished Business
- 7. New Business
- 8. Reports from Staff
- 9. Adjournment

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

Draft

MINUTES

INFRASTRUCTURE COMMITTEE

December 1, 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, Heather Brown, Sandra Dimas, Alton Hallett, and Joe Morano present. Alderman Jeanne Short arrived after roll call at 7:02 P.M. Alderman Matt Garling was absent.

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

2. **Approval of Minutes**

A. **Infrastructure Committee Minutes of November 3, 2022.** Alderman Morano made a motion, seconded by Alderman Brown to approve the Meeting Minutes of November 3, 2022.

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

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

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

- A. Purchase of One 2023 Ford F600 Regular Cab 4x4 Chassis from Haggerty Ford in West Chicago, Illinois
- B. Resolution No. 22-R-0070 – Contract Extension for Custodial Services with Crystal Maintenance Plus, Corp for Fiscal Year 2023
- C. Resolution No. 22-R-0071 -- Contract Extension - 2023 Forestry Maintenance Program with Steve Piper & Sons, Inc. in the amount not to exceed \$150,000.00
- D. Resolution No. 22-R-0073 – Engineering Resource Associates, Inc. - Phase II and Phase III Engineering Services for Klein Road Culvert Replacement Project in the amount not to exceed \$102,896.00
- E. Resolution No. 22-R-0074 - Local Public Agency General Maintenance – Maintenance Expenditure Statement (BLR 14222) for Motor Fuel Tax Funds in FY 2021

- F. Resolution No. 22-R-0075 – Execution of Joint Funding Agreement for State-Let Construction Work with Illinois Department of Transportation and Local Match Appropriation for Construction Costs Associated with the Technology Boulevard Resurfacing Project
- G. Resolution No. 22-R-0076 – Contract Award – Emerald Tree Care, LLC for the 2023 Emerald Ash Borer Insecticidal Treatment Program for an Amount Not to Exceed \$79,464.75
- H. Resolution No. 22-R-0077 – Contract Extension– Classic Landscape, Ltd. for the 2023 Right-of-Way (ROW) Maintenance Program in the amount not to exceed \$154,960.00

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

5. Items for Discussion. None.

6. Unfinished Business. None.

7. New Business.

A. Purchase of One 2016 Chevy Tahoe K-9 Vehicle from Chicago Motors, Inc. of Chicago, Illinois. Mr. Patel explained that this item was received late and did not make the Items for Consent portion of the agenda. The Police Department is looking to implement a second K-9 unit for fiscal year 2023, and a K-9 vehicle is required to transport the officer and K-9 for daily patrol functions. The City has ordered several replacement vehicles recently for the Police Department, and the dealership advised that due to ongoing shortages in the automotive industry, the expected delivery is not until 2024. Department staff searched for viable options and found this existing K-9 vehicle recommended for purchase via the Drug Asset Forfeiture Fund. **Alderman Dimas made a motion, seconded by Alderman Morano to approve.**

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

B. Resolution No. 22-R-0072 – HR Green, Inc. – Phase III Construction Engineering Services for Technology Boulevard Resurfacing Project in the amount not to exceed \$89,018.00. Mr. Patel noted that this item corresponds with Consent Item 4.F. It is a federally funded project wherein the City will initially fund the construction costs and then seek 80% reimbursement through IDOT at the completion of the project. As part of the requirements for funding, construction engineering is required to ensure the project is completed in accordance with IDOT-approved plans. A mandatory process known as Qualified Based Selections (QBS) was conducted and determined HR Green, Inc. to be the Most Qualified Firm (MQF). **Alderman Dimas made a motion, seconded by Alderman Morano to approve.**

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

8. Reports from Staff. Mr. Patel reported that the Waste Lime Removal Project is going well, and one lagoon has already been emptied. It is expected that a second lagoon will be emptied by the end of the year. The Water Treatment Plant Joint Sealant Replacement Project is also progressing well, but the red-colored sealant is experiencing a shortage which may slow things down. He also noted that a public meeting was held today regarding the planned reconstruction of Town Rd. in 2024, a federally funded project to include a dedicated left turn lane. Alderman Hallett inquired about the possibility of a traffic light at that intersection, but Mr. Patel explained that there is not enough traffic on Town Rd. to warrant installation of a traffic light there. He additionally informed the Committee that the interior renovation of the first and lower levels of 200 Main St. will go out to bid January 17, 2023, with the intention of bringing it before the February 2023 Infrastructure Committee meeting for approval. Mr. Patel is also looking to cancel the January 2023 meeting.

9. Adjournment. At 7:17 P.M., Alderman Hallett made a motion to adjourn, seconded by Alderman Brown. 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:

Ordinance No. 23-O-0001– Authorizing the Execution of the Illinois Public Works Mutual Aid Network (IPWMAN) Agreement

AGENDA ITEM NUMBER:4.A**COMMITTEE AGENDA DATE:** February 3, 2023
COUNCIL AGENDA DATE: February 20, 2023**STAFF REVIEW:** Mehul T. Patel, P.E., CFM- Director of Public Works**SIGNATURE****APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE**

ITEM SUMMARY: Illinois Public Works Mutual Aid Network (IPWMAN) is a Statewide Mutual Aid System for Public Works agencies in Illinois. The mission of IPWMAN is promote intergovernmental cooperation, to develop and maintain a statewide network of public works related agencies whose principal purpose is to provide mutual aid response and recovery assistance to each other when confronted with natural or man-made emergencies and disasters. IPWMAN was founded in 2009 and is envisioned as an all-hazards, all-disciplines approach to sharing resources between various Public Works entities in Illinois. There are currently 330 member communities across Illinois.

Some of the benefits of IPWMAN include:

- Network maintains current, readily accessible listing of available resources
- Recognized by IEMA and other statewide mutual aid organizations
- Comprehensive, public works driven and led training
- Access to assets from all corners of Illinois
- First 5 days support provided to the recipient at no cost (Reimbursement after 5 days by the recipient)
- Standardized operating procedures for disaster response
- Quick and direct access to assets
- 12 hour minimum response guarantee (resources can be recall any time after 12 hours)
- One agreement, simplified reimbursement

The agreement is non-exclusive, automatically renewed annually and can be canceled at any time. There is no obligation to respond; however, the community must be a member to receive mutual aid. The membership dues for the City of West Chicago are \$250 per year.

Staff recommends approval of the participation in the IPWMAN.

ACTIONS PROPOSED:

Adopt Ordinance No. 23-O-0001 authorizing the Mayor to execute the Illinois Public Works Mutual Aid Network (IPWMAN) Agreement

COMMITTEE RECOMMENDATION:

ORDINANCE NO. 23-O-0001

**AN ORDINANCE AUTHORIZING THE EXECUTION OF THE
ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK AGREEMENT (IPWMAN)**

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the "*Intergovernmental Cooperation Act*", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, Section 5 of the "*Intergovernmental Cooperation Act*", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the Mayor and City Council of City of West Chicago have determined that it is in the best interests of the City of West Chicago and its residents to enter into an intergovernmental agreement to secure to each the benefits of mutual aid in public works and the protection of life and property from an emergency or disaster and to provide for public works assistance, training and other necessary functions to further the response and recovery from said emergency or disaster. The principal objective of the public works mutual aid assistance being the response to and recovery from any emergency or disaster and the return of the community to as near normal as quickly as possible.

NOW, THEREFORE, BE IT ORDAINED by the City of West Chicago of the, DuPage County, Illinois as follows:

SECTION ONE: That the Mayor and the Executive Office Assistant be and are hereby authorized to execute an Agreement for participation in the Illinois Public Works Mutual Aid

Network (IPWMAN), a copy of said Agreement being attached hereto and being made a part hereof.

PASSED this 20th day of February 2023.

| | | | |
|-------------------------|-------|-----------------------|-------|
| Alderman J. Beifuss | _____ | Alderman L. Chassee | _____ |
| Alderman J. Sheahan | _____ | Alderman H. Brown | _____ |
| Alderman A. Hallett | _____ | Alderman C. Dettmann | _____ |
| Alderman Birch-Ferguson | _____ | Alderman S. Dimas | _____ |
| Alderman C. Swiatek | _____ | Alderman M. Garling | _____ |
| Alderman R. Stout | _____ | Alderman J. Short | _____ |
| Alderman J. Morano | _____ | Alderman J. Jakabcsin | _____ |

APPROVED as to form: _____
City Attorney

ADOPTED this 20th day of February, 2023.

Mayor Ruben Pineda

ATTEST:

Executive Assistant, Valeria Perez

PUBLISHED: _____

Illinois Public Works Mutual Aid Network Agreement

This Public Works Agreement (hereinafter "Agreement") is entered into by which has, by executing this Agreement, manifested its intent to participate in an Intrastate Program for Mutual Aid and Assistance, hereinafter entitled the "Illinois Public Works Mutual Aid Network (IPWMAN)"; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, (hereinafter "Act") authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, any community that is a home rule unit of local government under the 1970 Constitution of the State of Illinois and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

WHEREAS, the Parties to this Agreement may voluntarily agree to participate in mutual aid and assistance activities conducted under the State of Illinois Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Parties may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for public works related agencies including, but not limited to; local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function through this Agreement if such a program were established.

WHEREAS, the Parties hereto are units of local government as defined by the Constitution of the State of Illinois and the Intergovernmental Cooperation Act; and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential, natural and man-made disasters; and

WHEREAS, the Parties to this Agreement wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies.

NOW, THEREFORE, the Parties agree as follows:

SECTION I: PURPOSE

The Illinois Public Works Mutual Aid Network (IPWMAN) program is hereby established to provide a method whereby public works related agencies, including, but not limited to, local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function in need mutual aid assistance may request aid and assistance in the form of personnel, equipment, materials and/or other associated services as necessary from other public works related agencies. The purpose of this Agreement is to formally document such a program.

SECTION II: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

A. "*AGENCY*" means any municipal public works agency, township road district, unit road district, county highway departments, publicly-owned water organization and publicly-owned wastewater organization or any other governmental entity that performs a public works function that abides by the provisions as found in this Agreement.

B. "*AID AND ASSISTANCE*" includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response.

C. "*AUTHORIZED REPRESENTATIVE*" means a Party's employee who, by reason of his or her position, has been authorized, in writing by that Party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each Party's initial authorized representative, and the representative's title, is listed on the contact list. If the title of the authorized representative as listed by name on the contact list has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the Party. In the event that the person who is listed as authorized representative is no longer employed by the Party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the Party indicates otherwise in writing. Each Party's authorized representative shall be responsible to designate someone to supervise that Party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

D. "*BOARD OF DIRECTORS*" is a group of representatives from the Parties to the IPWMAN Agreement elected to organize and maintain the program. The Board of Directors shall consist of members of the IPWMAN. Qualifications and terms for the Board members shall be defined in the By-Laws of the Illinois Public Works Mutual Aid Network, Inc.

E. "*BOARD MEMBER*" is a representative of the Association (IPWMAN) serving on the Board of Directors.

F. "*DISASTER*" means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the control of the services, personnel, equipment and facilities of a Party that requires assistance under this Mutual Aid and

Assistance Agreement, but must be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

G. "IPWMAN" is the acronym for the Illinois Public Works Mutual Aid Network.

H. "LOCAL EMERGENCY" is defined as an urgent need requiring immediate action or attention beyond normal capabilities, procedures and scope for aid and assistance by an agency.

I. "MUTUAL AID RESOURCE LIST" means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan.

J. "NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)" a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.

K. "PARTY" means an agency which has adopted and executed this Agreement.

L. "PERIOD OF ASSISTANCE" means a specified period of time when a Responding Agency assists a Requesting Agency. The period commences when personnel, equipment, or supplies depart from a Responding Agency's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

M. "RESPONDING AGENCY" means the Party or Agency which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.

N. "REQUESTING AGENCY" means the Party or Agency requesting and receiving aid and assistance from a Responding Agency.

SECTION III: RESPONSIBILITY OF PARTIES

A. *PROVISION OF AID.* Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.

B. *RECRUITMENT.* The Parties hereby encourage each other to enlist other agencies to adopt and execute this Agreement.

C. *AGREEMENT FOR BENEFIT OF PARTIES.* All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

D. *IMMUNITIES.* All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

E. *MEMBERSHIP.* To be a member in good standing, a Party shall be responsible for dues and other obligations as specified in the IPWMAN By-Laws and Operational Plan.

SECTION IV: ANNUAL REVIEW

At a minimum, the Board of Directors shall meet annually at a meeting place designated by the Board of Directors to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement. The Board of Directors shall have the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: adopt by-laws; execute agreements and documents approved by the Board of Directors; develop specific operating plans, procedures and protocol for requesting assistance; organize meetings; operate a website; disseminate information; create informational brochures; create subcommittees; maintain lists of the Parties; maintain equipment and supply inventory lists; and deal with Party issues.

SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the Illinois Public Works Mutual Aid Network (IPWMAN) Operational Plan.

SECTION VI: RESPONDING AGENCY'S ASSESSMENT OF AVAILABILITY OF RESOURCES

The Board of Directors will promulgate and regularly update procedures for responding agency's assessment of availability of resources through IPWMAN Operational Plan.

SECTION VII: SUPERVISION AND CONTROL

A. *DESIGNATION OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* Responding Agency shall designate a representative who shall serve as the person in charge of coordinating the initial work assigned to the Responding Agency's employees by the Requesting Agency. The Requesting Agency shall direct and coordinate the work being assigned to the Responding Agency(s) and the Requesting Agency's employees. All actions shall be consistent with and in accordance with the National Incident Management System (NIMS) and the IPWMAN Operational Plan.

B. *RESPONSIBILITIES OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* The Board of Directors will promulgate and regularly update procedures for Responding Agency's supervisory personnel through the IPWMAN Operational Plan.

SECTION VIII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance; renewability; recall through the Illinois Public Works Mutual Aid Network (IPWMAN) Operational Plan.

It is presumed that a Responding Agency's aid and assistance shall be given for an initial minimum period of twelve (12) hours. Thereafter, assistance shall be extended as the Responding Agency and Requesting Agency shall agree. The twelve (12) hour period shall start when the aid and assistance departs from Responding Agency's location with the intent of going to Requesting Agency's location. The aid and assistance shall end when it returns to Responding Agency's location with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete.

Responding Agency may recall its aid and assistance at any time at its sole discretion. Responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST

A. *PERSONNEL* – Responding Agency shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirements, etc.).

B. *RESPONDING AGENCY'S TRAVELING EMPLOYEE NEEDS* – Responding Agency shall document the basic needs of Responding Agency's traveling employees, such as reasonable lodging and meal expenses of Responding Agency's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. *EQUIPMENT* – Responding Agency shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance.

D. *MATERIALS AND SUPPLIES* – Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. *REIMBURSEMENT OF COSTS* – Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than five (5) calendar days. If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for personnel, materials, supplies and equipment from the first day of the response to the event by the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

SECTION X: RIGHTS AND PRIVILEGES OF RESPONDING AGENCY'S EMPLOYEES

Whenever Responding Agency's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.

SECTION XI: WORKERS' COMPENSATION

The Parties agree that Requesting Agency shall be responsible for payment of workers' compensation benefits owed to Requesting Agency's employees and that Responding Agency shall be responsible for payment of workers' compensation benefits owed to Responding Agency's employees.

SECTION XII: INSURANCE

Each Party shall bear the risk of liability for its agency and its agency's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under Section XIII of this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

SECTION XIII: INDEMNIFICATION

Each Party hereto agrees to waive all claims against all other Parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a Party hereto or its personnel.

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Party rendering aid; and further provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Party rendering aid. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION XV: NOTICE OF CLAIM OR SUIT

Each Party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement shall provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

SECTION XVI: AMENDMENTS

Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments shall be approved by majority vote of the Board of Directors.

SECTION XVII: ADDITIONAL PARTIES

Additional agencies may become Parties to this Agreement, provided that such agencies:

- (1) Approve and execute this Agreement.
- (2) Provide a fully executed copy of this Agreement to the Board of Directors.
- (3) Provide the name and title of an authorized representative to the Board of Directors.
- (4) Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

SECTION XVIII: NOTICES

Notices and requests as provided herein shall be deemed given as of the date the notices are deposited, by First Class Mail, addressed to the Board of Directors who will notify each of the Parties' representatives.

SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party's withdrawal from this Agreement shall not affect that Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within ninety (90) days of said amended agreement will signify a Party's withdrawal from the Agreement.

SECTION XX: HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

SECTION XXI: SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XXII: EFFECTIVE DATE

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

SECTION XXIII: WAIVER

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

SECTION XXIV: EXECUTION OF COUNTERPARTS

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION XXV: PRIOR IPWMAN AGREEMENTS

To the extent that provisions of prior IPWMAN Agreements between signatories to this Agreement are inconsistent with this Agreement, all prior agreements for mutual aid and assistance between the Parties hereto are suspended.

SECTION XXVI: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

NOW, THEREFORE, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

Approved and executed this _____ *day of* _____, 20__.

For the Agency

By: _____

Attest: _____

APPROVED (as to form):

By: _____

On behalf of the Illinois Public Works Mutual Aid Network

Approved and executed this _____ *day of* _____, 20__.

By: _____

Mark Runyon
President of IPWMAN Board of Directors

Attest: _____

Mark Doerfler
IPWMAN Secretary

Approved by the IPWMAN Interim Board of Directors on September 17, 2008. Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended by the IPWMAN Board of Directors on June 16, 2010

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 23-R-0003 - Authorizing the City Administrator to Enter into a Contract for the Supply of Electricity for the City's Water Treatment Plant, all Well Stations, and all Sanitary Lift Stations

AGENDA ITEM NUMBER:4.B.**COMMITTEE AGENDA DATE:** Feb 2, 2023**COUNCIL AGENDA DATE:** Feb 20, 2023**STAFF REVIEW:** Mehul T. Patel, P.E., Director of Public Works**SIGNATURE****APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE****ITEM SUMMARY:**

Since January 2007, as a result of the electric utility deregulation law passed by the State of Illinois in 1997, the City of West Chicago has contracted for the supply of electricity from a third party supplier for electric to be supplied to the City's Water Treatment Plant, all Well Stations, and all Sanitary Lift Stations. The distribution of electric continues to be provided by ComEd.

Working with David Hoover, who formed a collaborative known as NIMEC that represents multiple municipalities; alternative pricing is obtained via competitive bid from three third party electric suppliers. In the past, the competitive bids were then compared with ComEd's rates to determine which pricing yields the most significant savings for the City. Now, however, ComEd no longer offers fixed rates for medium and large accounts like ours. Therefore, the City is forced to seek competitive bids or pay ComEd's floating rate, which is not recommended, as the floating rates are inflated and change hourly.

As a result of NIMEC's services:

- In October 2006, the City executed a 17 month contract (January 2007 thru May 2008) with Constellation NewEnergy.
- In 2008, the City executed a three year contract (June 2008 thru May 2012) with Exelon Energy Company for a rate that varied between 0.0679 and 0.0864 \$/kWh.
- In 2012, the City executed a three year contract (June 2012 thru May 2015) with Exelon Energy Company for 0.04374 \$/kWh.
- In 2015, the City executed a two year contract (June 2015 thru May 2017) with Dynegy Energy Services, LLC for 0.05244 \$/kWh.
- In 2017, the City executed a three year contract (June 2017 thru May 2020) with Dynegy Energy Services, LLC 0.04834 \$/kWh. The existing contract will expired on May 31, 2020.
- In 2020, the City executed a three year contract (June 2020 thru May 2023) with Constellation Energy Services, LLC 0.048 \$/kWh. The existing contract will expired on May 31, 2023.

Again, NIMEC is representing the interest of several municipalities and seeking alternative pricing from three third party electric suppliers. As electricity is now a commodity that is market driven, it can change from day to day and hour to hour. Therefore, once the competitive bid prices are received, the City will need to make an immediate decision and enter into an agreement with the lowest cost supplier on the day of the bid. What this means is that the City Council, like it did on the previous occasions, would need to authorize the City Administrator to sign a contract with the lowest cost supplier. The Infrastructure

CITY OF WEST CHICAGO

Committee would then subsequently review and the City Council would then have to formally approve the low bid award afterwards (similar to an emergency purchase). In addition, this pricing would just be for electricity for the Water Treatment Plant, all Well Stations, and all Sanitary Lift Stations. JACOBS is now responsible for electric service at the West Chicago/Winfield Regional Wastewater Treatment Plant; however, it has also participated in the NIMEC bidding process.

NIMEC has indicated that they will seek bids on Thursday, March 2, 2023, as current market condition are trending choppy. NIMEC will seek and receive bids from pre-qualified suppliers (i.e., Dynegy, Constellation, AEP and MC Squared); typically one for twelve months, one for 24 months, and one for 36 months. The City will then be able to choose the best deal.

ACTIONS PROPOSED:

Approve Resolution No. 23-R-0003 authorizing the City Administrator to Enter into a Contract for the Supply of Electricity for the City's Water Treatment Plant, all Well Stations, and all Sanitary Lift Stations

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 23-R-0003

A RESOLUTION AUTHORIZING THE PARTICIPATION IN THE NORTHERN ILLINOIS MUNICIPAL ELECTRIC COLLABORATIVE (NIMEC) AND AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE A CONTRACT WITH THE LOWEST COST ELECTRICITY PROVIDER FOR THE SUPPLY OF ELECTRICITY FOR THE CITY'S WATER TREATMENT PLANT, ALL WELL STATIONS, AND ALL SANITARY LIFT STATIONS

WHEREAS the City of West Chicago ("The City") is a municipality in accordance with the Constitution of the State of Illinois of 1970; and,

WHEREAS, on January 2, 2007, the State of Illinois implemented a plan to deregulate Commonwealth Edison; and,

WHEREAS, as a result of this deregulation, electricity may be purchased based on market price and Commonwealth Edison will no longer be the sole supplier of electricity in Northern Illinois, resulting in new electricity suppliers being able to compete against Commonwealth Edison, and competitive market forces dictating the price of electricity; and,

WHEREAS, the City of West Chicago has selected the Northern Illinois Municipal Electric Collaborative (NIMEC) to serve as the City's broker relative to the acquisition of electrical energy for City facilities, due to NIMEC's municipal experience and the fact that NIMEC is the largest municipal Collaborative in northern Illinois which will be aggregating the energy needs of 150 government members of the Collaborative in order to secure more competitive pricing based in higher volumes than can be provided individually to a single municipality; and,

WHEREAS, there is no cost to join NIMEC, with the amount of compensation that NIMEC receives, if the City chooses the NIMEC electricity supplier, being built into the prices bid by the electricity, so there will be no direct payment made to NIMEC by the City; and,

WHEREAS the City has been working with NIMEC since 2008, and the City has enjoyed a good working relationship with NIMEC; and

WHEREAS, Commonwealth Edison will no longer offer a fixed energy rate for large or medium sized commercial accounts and would instead charge based on a floating hourly rate and the City desires to enter the market to secure a fixed rate, up to 36 months in term.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE CITY OF WEST CHICAGO, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. That NIMEC is hereby appointed as the City's broker for purposes of obtaining a supply of electricity for the City's needs, and the City Administrator is hereby directed to take all actions necessary to establish said broker relationship.

Section 2. That NIMEC, as broker for the City, is authorized to discuss and negotiate energy rates directly with suppliers in an effort to secure the lowest energy cost for the City of West Chicago.

Section 3. That in light of the time constraints applicable to the acceptance of a competitive bid for a supply of electricity, once the bids are received by NIMEC, the City Administrator is hereby authorized to sign the contract with the lowest bidder.

Section 4. That, if the criterion in Section 3 is met, the City Administrator shall place said contract on the Consent Agenda at the first available Infrastructure Committee and subsequent City Council meeting following his execution of the documents, so that the City Council can then officially approve the contract.

Section 5: The Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, as provided by law.

APPROVED this 20th day of February 2023.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

Executive Assistant, Valeria Perez

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 23-R-0004 – Contract Execution – Clark Dietz, Inc. Amendment #1 for Professional Engineering Services related to the Headworks Influent Gate Replacement Project at West Chicago/Winfield Wastewater Authority Regional Wastewater Treatment Plant in the amount not to exceed \$25,320.00

AGENDA ITEM NUMBER:4.C.**COMMITTEE AGENDA DATE:** February 2, 2023**COUNCIL AGENDA DATE:** February 20, 2023**STAFF REVIEW:** Mehul 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 own the WCWWA, which discharges to the West Branch of the DuPage River under NPDES Permit No. IL0023469. The West Chicago/Winfield Wastewater Authority (WCWWA) Regional Wastewater Treatment Plant (WWTP) receives and processes over five million (5,000,000) gallons of raw sewage daily from the both the City of West Chicago and the Village of Winfield. 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. (CDI) an engineering firm, to provide design services for the replacement of the two influent gates. Its 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. All bids were rejected due to bids coming in much higher than the budgeted amount.

Staff has revised the budget and included this project in the 2023 Budget. In 2023, this project is combined with the structural coating work associated with the primary clarifiers in an effort to attract more bidders. CDI had provided the professional engineers services related to this project in 2022 for \$16,135 under administrative approval. Staff has obtained a proposal from CDI as an amendment to the original contract to include the additional scope of work and re-bid the project. The amendment also includes part time construction oversight of the project. The amendment is for \$25,320 for a total revised not to exceed cost of \$41,455.00. Staff feels the professional services fees are appropriate for an estimated \$550,000 construction project.

The project is budgeted for in the Capital Improvements line item in the WCWWA Budget. The project

CITY OF WEST CHICAGO

will likely begin construction in April 2023 and is anticipated to be completed by October 31, 2023, pending material lead times.

ACTIONS PROPOSED:

Approve Resolution No. 23-R-0004 authorizing the Mayor to execute an Amendment #1 for Professional Engineering Services to Clark Dietz, Inc. of Oakbrook Terrace, Illinois for the Headworks Influent Gate Replacement Project at West Chicago/Winfield Wastewater Authority Regional Wastewater Treatment Plant in an amount not to exceed \$25,320.00

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 23-R-0004

**A RESOLUTION AUTHORIZING MAYOR TO EXECUTE AN
AMENDMENT #1 FOR PROFESSIONAL ENGINEERING SERVICES TO
CLARK DIETZ, INC. OF OAKBROOK TERRANCE, ILLINOIS FOR THE
HEADWORKS INFLUENT GATE REPLACEMENT PROJECT AT
WEST CHICAGO/WINFIELD WASTEWATER AUTHORITY
REGIONAL WASTEWATER TREATMENT PLANT
IN THE AMOUNT NOT TO EXCEED \$25,320.00**

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 an Amendment #1 for Professional Engineering Services to Clark Dietz, Inc. of Oakbrook Terrance, Illinois for the Headworks Influent Gate Replacement Project at West Chicago/Winfield Wastewater Authority Regional Wastewater Treatment Plant in the amount not to exceed \$25,320.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 20th day of February 2023.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

Executive Assistant Valeria Perez



January 4, 2023

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

Re: Proposal Request
Headworks Gate Replacement Bidding & Construction Services and Rebid

Dear Mr. Patel:

On behalf of Clark Dietz, I want to thank you for the opportunity to submit a proposal to provide bidding and construction services for the Headworks Gate replacement project. Based on our previous work with the City we are not providing a "full" proposal including our qualifications, but references or additional information are available upon request.

Project Approach

For this proposal and the fee estimate it was assumed that the City does not require full time on-site construction observation. Rather, a kickoff meeting will be held followed by regular progress meetings and spot inspections. In addition, the Project Engineer will be available via phone to answer questions and coordinate. The scope will include:

- Bidding
 - Update plans to include primary clarifier rehabilitation with structural coating similar to headworks
 - Update specifications, including front ends, bid form, scope of work, and construction sequencing
 - QA/QC review
 - Bidding services, including hosting the project, answering questions, addendums, bid review and recommendation

- Construction Services
 - Preconstruction meeting
 - Progress Meeting (assume 4, including bypass pumping meeting)
 - Site Visits (assume 6, in addition to progress meetings)
 - RFI Review and Response (assume 2)
 - Shop Drawing Review (assume 8 total including 2 structural, 1 electrical, and the remainder for process)
 - O&M Manual Review (assume 3 total for weir gate, slide gate, and actuator)
 - Change Order Review (assume 1)
 - Pay Application review (assume 3)
 - Substantial Completion Punchlist and Final Inspection
 - Record Drawing preparation
 - Project Close-Out (prepare and transit final documentation to City)



Project Schedule

We understand that the City would like to have an Agreement with an engineer ahead of project award. The following is a tentative schedule and can be adjusted to meet the City's needs. It is anticipated that the kickoff meeting and submittal reviews will begin as soon as possible to minimize equipment/shipping delays. Regular progress meetings will begin once equipment is on site and construction begins.

| Month | Task |
|----------------|---|
| January 2023 | Engineering Agreement finalized and Kickoff Meeting |
| February 2023 | Bid Opening |
| April 2023 | Preconstruction Meeting |
| August 2023 | Substantial Completion |
| September 2023 | Final Completion and Project Closeout |

Assumptions

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the location of the project.
2. Local permits for this project will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
 - a. As this is in-kind equipment replacement, no IEPA construction and operating permit will be required.
3. Primary clarifiers will not require removing/reinstalling equipment for application of the coating system.

Project Team

Our team is comprised of engineers and technicians who have a wide variety of experience at wastewater treatment plants in and gate replacement and equipment automation. Our team, listed below, is familiar to the City and has worked with the Authority on numerous other projects at the West Chicago Winfield Wastewater Authority. Project management work will be led by Tom Foley. Tom will work closely and as needed with our senior project manager, Andrea Bretl, and our design and construction manager, Jim Edenburn, both of whom have experience working at the Plant for the last 10+ years. Shop drawings and questions will be fielded by the engineers directly involved in the design of the project.

Additional Staff include:

Lisa Zahrt, PE – Electrical Shop Drawings
Sean Marzano, PE – Structural Shop Drawings
Adam Ross – Process Engineer/Inspection

Fee

The total not-to-exceed fee for this scope is \$25,320. This fee is approximately 6.3% of the estimated construction cost. A copy of the estimated fee breakdown is included as an attachment to this letter. We appreciate this opportunity and look forward to working with you on this project.

Sincerely,
Clark Dietz, Inc.



Tom Foley, P.E.

FEE ESTIMATE

Bidding & Construction Phase Services

City of West Chicago - Headworks Gate Improvements

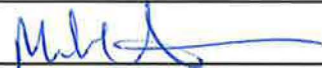
| | Tom Foley | Lisa Zahrt | Sean Marzanc | Jim Edenburn | Adam Ross | | |
|-------------------------------------|-----------------|--------------|----------------|--------------|-----------------|--------------|------------------|
| | Project | Electrical | Structural | Construction | Staff | | |
| | Manager | Engineer | Engineer | Manager | Engineer | Expenses | Task |
| | P-5 | P-5 | P-5 | T-5 | P-2 | | Total |
| Project Administration | | | | | | | |
| General Administration | 4 | | | | | | \$ 800 |
| Subtotal | | | | | | | \$ 800 |
| Bidding | | | | | | | |
| Plan Update | 4 | | | | 8 | | \$ 1,880 |
| Specification Update | 8 | | | | 4 | | \$ 2,140 |
| Bypass Pumping Planning | 4 | | | | | | \$ 800 |
| QAQC | | | | 1 | | | \$ 150 |
| Prebid Meeting | 2 | | | | 2 | | \$ 670 |
| Bidding Questions/Addenda | 2 | | | | 2 | | \$ 670 |
| Bid review and Recommendation | 2 | | | | | | \$ 400 |
| Subtotal | | | | | | | \$ 6,710 |
| Construction | | | | | | | |
| Pre-Construction Meeting | 2 | | | | 2 | | \$ 670 |
| Progress Meetings (Assume 4) | 5 | | | | 10 | | \$ 2,350 |
| Site Visits (Assume 6) | 6 | | | | 8 | \$ 75 | \$ 2,355 |
| RFI Review and Responses (Assume 2) | 2 | 1 | 2 | 1 | | | \$ 1,100 |
| Shop Drawing Review (Assume 8) | 4 | 1 | 6 | | 16 | | \$ 4,210 |
| O&M Manual Review (Assume 3) | 1 | | | | 6 | | \$ 1,010 |
| Change Order Review (Assume 1) | 2 | | | | | | \$ 400 |
| Applications for Payment (Assume 3) | 2 | | | | 3 | | \$ 805 |
| Substantial Completion Punchlist | 1 | | | | 4 | | \$ 740 |
| Final Inspection | 2 | | | | 2 | | \$ 670 |
| Record Drawings | 2 | | | | 12 | | \$ 2,020 |
| Project Close-Out | 2 | | | | 8 | | \$ 1,480 |
| Subtotal | | | | | | | \$ 17,810 |
| TOTAL HOURS | 57 | 2 | 8 | 2 | 87 | | |
| RATE/HR - CDI | \$200 | \$200 | \$175 | \$150 | \$135 | | |
| TOTAL COST | \$11,400 | \$400 | \$1,400 | \$300 | \$11,745 | \$ 75 | \$25,320 |

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 23-R-0006 – Contract Award – Donohue & Associates, Inc. – A2O Phosphorous Removal Project for the West Chicago/Winfield Wastewater Authority Regional Wastewater Treatment Plant in the Not-to-Exceed Cost of \$288,570.00

AGENDA ITEM NUMBER:4cDc**COMMITTEE AGENDA DATE:** February 2, 2023**COUNCIL AGENDA DATE:** February 20, 2023**STAFF REVIEW:** Mehul T. Patel, P.E., Director of Public Works**SIGNATURE****APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE****ITEM SUMMARY:**

The West Chicago/Winfield Wastewater Authority (WCWWA) Regional Wastewater Treatment Plant (WWTP) operates under an NPDES permit regulated by the Illinois Environmental Protection Agency (IEPA); Permit No. IL0024369. As authorized by the Clean Water Act, the NPDES Permit Program controls water pollution by regulating point sources that discharge pollutants into waters of the United States. Water pollution degrades surface waters making them unsafe for drinking, fishing, swimming, and other activities. Industrial, municipal, and other facilities must obtain permits from the IEPA if their discharges go directly to surface waters and must renew their permits every five years. For years, the USEPA has pressured the IEPA to impose new and stricter nutrient removal limitations on wastewater treatment plants consistent with national policy. The most recent IEPA NPDES permit for the WCWWA WWTP expires on April 30, 2027.

Since 2015, the WCWWA has been a member of one local environmental group, the DuPage River Salt Creek Workgroup (DRSCW), formed in 2005 in response to concerns about Total Maximum Daily Loads (TMDLs) being set for the East & West Branches of the DuPage River and Salt Creek, which is made up of local communities, Publically Owned Treatment Works (POTWs) or WWTPs, and private environmental organizations. The DRSCW has been working to produce comprehensive data sets for local watersheds to determine and resolve priority stressors to local aquatic systems. The organization continues to implement targeted watershed activities that resolve priority waterway problems efficiently and cost effectively. Working directly with the other environmental groups and the IEPA, the DRSCW has created, submitted, and received support for the implementation of special permit conditions and stream restoration projects. It is DRSCW's plan that implementation of its stream restoration projects will produce the greatest improvement in water quality and habitat for less money than individual POTW projects. Because of being a member of the DRSCW and paying Project Funding Assessments, participating POTWs received a temporary reprieve from the IEPA to upgrade its own POTW and comply with strict phosphorus limits likely to be imposed by the IEPA. The WCWWA agreement with DRSCW expired on December 31, 2022, at which time WCWWA stopped paying Project Funding Assessments. As a result, in WCWWA's current NPDES permit, a special condition has been added which states the total phosphorus removal limits of 1.0 mg/l would be effective Oct 1, 2026.

On December 7, 2020, authorized by Resolution No. 20-R-0076, the Mayor executed a contract with the Donohue & Associates, Inc. (Donohue) for a Phosphorus Removal Pilot Study at the West Chicago/Winfield Wastewater Authority (WCWWA) Regional Wastewater Treatment Plant. This study was completed and final report was provided in January 2022. The study recommend four different options to reduce the total phosphorus limits below 1.0 mg/l. After review of the report and discussions with WWTP contracted staff, the consensus is to implement an option called "Anaerobic/Anoxic/Oxic (A2O)" to achieve the total phosphorus limits. This option will also provide the WCWWA with total nitrogen removal, limits for which will be coming down the road. With this option, the study shows, WCWWA can achieve 0.37 mg/l total phosphorus removal limits, which would be significantly below the 1.0 mg/l. The IEPA in the past has suggested more stringent total phosphorus removal limits including 0.5 mg/l

CITY OF WEST CHICAGO

and 0.1 mg/l.

Based on its staff's knowledge and familiarity with the project, staff recommends retaining Donohue to provide design engineering services proposal to implement the A2O project. Its scope of work will be including but not limited to periodic site survey, hydraulic calculations, process design, equipment evaluation, preliminary design, final design, technical specification, permitting, bidding, etc. As part of its scope, Donohue reps will also work with DRSCW to assist the WCWWA in securing a long-term total phosphorus removal limits should IEPA decide on stringent limits. Donohue's initial proposal was for \$330,900.00, which was reduced to \$288,570.00 after successful negotiations. Staff feels the proposed fee is appropriate for an estimated project cost of \$4.2 million.

The design engineering services will be paid for by the WCWWA.

ACTIONS PROPOSED:

Approve Resolution No. 23-R-0006 authorizing the Mayor to execute an Agreement with Donohue & Associates, Inc. for professional engineering services related to the A2O Phosphorous Removal Project for the West Chicago/Winfield Wastewater Authority Regional Wastewater Treatment Plant in the not-to-exceed cost of \$288,570.00

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 23-R-0006

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DONOHUE & ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE A2O PHOSPHOROUS REMOVAL PROJECT FOR THE WEST CHICAGO/WINFIELD WASTEWATER AUTHORITY REGIONAL WASTEWATER TREATMENT PLANT IN THE NOT-TO-EXCEED COST OF \$288,570.00

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 an Agreement with Donohue & Associates, Inc. for professional engineering services related to the A2O Phosphorous Removal Project for the West Chicago/Winfield Wastewater Authority Regional Wastewater Treatment Plant in the not-to-exceed cost of \$288,570.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 20th day of February, 2023.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

Executive Assistant Valeria Perez

Project Plan

Quality Work,
On Time,
On Budget



A2O Design and Bidding

West Chicago/Winfield
Wastewater Authority

Date: January 18, 2023

PART I

PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. Project Purpose and Description

The West Chicago/Winfield Wastewater Authority (OWNER) owns and operates a wastewater treatment facility rated at 7.64 mgd daily average flow (DAF) and 20.3 mgd design maximum flow (DMF). The treatment plant consists of screening, grit removal, primary clarification, activated sludge, secondary clarification, tertiary disk filtration, disinfection, anaerobic digestion, belt filter press, and landfill of dewatered biosolids.

The OWNER has contracted with Donohue & Associates, Inc. (ENGINEER) to perform the design and bidding services for the construction of the A2O biological nutrient removal system. The scope of work will include design of the following key components:

- Baffle walls to create selector zones
- Mixers in selector zones
- Recycle pumps in selector zones
- New diffusers
- Chemical storage and feed system within the existing filter building

B. Scope of Services

Basic Services to be provided by ENGINEER for this Project under this Agreement are as follows:

1. Project Development and Management

- 1.1. Assign Terry Boyer, PE, as the Project Manager who will coordinate Project activities and will be the principal liaison between the OWNER and ENGINEER.
- 1.2. Prepare a Project plan that addresses the Project background and location; the Project purpose and description; OWNER and Project team member information and roles; a work outline for design services; Project schedule; Project budget by work tasks; and additional information that may be appropriate.
- 1.3. Conduct a project kick-off meeting with the OWNER's representatives to review Project goals and objectives and to review the proposed Project schedule.
- 1.4. Provide monthly progress reports to the OWNER to document services performed and schedule status. This is typically performed as part of the monthly Project invoicing routine.
- 1.5. Assist the Authority with negotiations with DuPage River Salt Creek Workgroup (DRSCW) regarding phosphorus limits with the goal to lock in the permit limits for an extended time.

2. Design Services

2.1. Process Design and Layout Phase

- a. Review applicable available studies, reports, facility discharge flow charts, drawings, design summaries, and other existing facility information regarding the OWNER's existing facilities.
- b. Perform preliminary equipment selection based on preferences of OWNER's staff and ENGINEER recommendations.
- c. Prepare unit process design calculations.
- d. Perform hydraulic evaluation of flow through new selector zones to the aeration tanks including internal recycle flows.
- e. Contract for topographic site survey services as needed to design the Project.
- f. Geotechnical engineering services for subsurface geotechnical exploration are not required for this project.
- g. Develop operation and control strategies for the new A2O system.
- h. Prepare flow sheets for the proposed improvements and conduct an internal flow sheet review meeting.
- i. Prepare preliminary process and instrumentation diagrams (P&IDs) after the flow sheet meeting.
- j. Develop new process motor list and other electrical loads.
- k. Develop preliminary hydraulic calculations for the chemical feed pumps.
- l. Identify major utilities and their approximate locations within the Project site limits.
- m. Utilizing available facility drawings and mapping, field visit observations, and discussions with OWNER, prepare preliminary layout drawings for Project facilities and conduct an internal preliminary layout review meeting.
- n. Prepare a process design and layout phase submittal consisting of written descriptions of the Project indicating the proposed facilities along with the basis for selection, the final design criteria, a summary of preliminary hydraulic design calculations, a listing of any potential conflicts including environmental impacts and recommended solutions, any special construction requirements/procedures that may be known at the preliminary design stage, and the process design and layout phase drawings.

- o. Prepare a preliminary opinion of the probable construction cost based on the preliminary layout drawings.
- p. Perform an internal quality review of the preliminary layout drawings, project design description, and preliminary opinion of the probable construction cost.
- q. Submit up to three (3) printed sets (half size drawings) and/or a PDF copy of the process design and layout phase submittal to the OWNER for review and comment.
- r. Conduct a process design and layout review workshop with the OWNER's representatives to get their review comments and input on any necessary changes for the Project design. Prepare workshop notes documenting proposed changes to the process design and layout phase completion documents and incorporate comments and any necessary changes into the design.

2.2. Final Layout Phase

- a. Complete hydraulic, structural, and other computations to define final size and location of new structures or existing structure modifications.
- b. Develop final layout drawings, with designer notes for final layout review and approval.
- c. Perform internal P&ID critique and final layout meetings. Revise P&IDs and final layout drawings after these meetings.
- d. Prepare an index of proposed specifications for the final layout submittal.
- e. Update the opinion of the probable construction cost based on the completed final layout design documents.
- f. Submit for review and comment by the OWNER up to three (3) printed sets and/or a PDF copy of the final layout drawings (half size), specifications index, the final design criteria, a summary of final hydraulic design calculations, any special construction requirements/procedures that may be known at the final layout design phase, a listing of permits required for construction approval, and the updated opinion of the probable construction cost.
- g. Conduct a final layout review workshop with the OWNER to get the OWNER's review comments and input on any necessary changes for the Project design including design changes to reduce the construction cost. Prepare workshop notes documenting proposed changes to the final layout design completion documents and incorporate comments and any necessary changes into the design.

2.3. Final Design Construction Drawings Phase

- a. After incorporation of the final layout workshop review comments and requested changes, prepare and distribute base sheet drawings to design disciplines in order to develop construction drawings for one bid package to be advertised for bids and to be constructed by one prime contractor.
- b. Finalize P&ID drawings.
- c. Prepare construction specifications utilizing the ENGINEER's master specifications.
 - 1) Front end bidding and contract documents will be prepared using applicable Engineers Joint Contract Documents Committee (EJCDC) documents for Division 0 and will be prepared for one bid package to be advertised for bids and to be constructed by one prime contractor.
 - 2) Technical specifications will be prepared using the Construction Specifications Institute (CSI) 3-part format for 50 Divisions.
- d. Conduct an internal meeting to coordinate location and specifications of wired components.
- e. Perform an internal designer review of the prepared final design construction drawings and specifications and then incorporate review comments.
- f. The opinion of the probable construction cost will be updated based on the prepared final design construction drawings and specifications after designer review comments are incorporated. Also, revise the opinion of probable construction cost if necessary after the quality review comments are incorporated.
- g. Perform an internal quality review of the final construction drawings and specifications after designer review comments are incorporated. Incorporate quality review comments.
- h. After incorporation of quality review comments, submit up to three (3) printed sets and/or a PDF copy of the final design construction drawings (half size), specifications, and updated opinion of the probable construction cost to the OWNER for review and comment.
- i. Conduct a final construction drawings and specifications review workshop with the OWNER's representatives to get their review comments and input on any necessary changes for the Project design. Prepare workshop notes documenting proposed changes to the final construction drawings and specifications.
- j. Prepare and assist the OWNER in submitting applications after incorporating the final design construction drawings and specifications workshop review comments into the final design documents to file for a construction permit from the Illinois Environmental Protection Agency (IEPA). Provide technical input and assist the OWNER in consultations with appropriate authorities as required to secure permits

or approvals from the IEPA. The OWNER shall pay the fee cost for submitting all regulatory agency permit applications.

- k. Incorporate review comments received from the OWNER and from the government agencies to which construction permit applications were submitted to finalize the drawings and specifications for bidding. Drawings for bidding purposes will be reproduced at half size unless electronically distributed. The final documents will be signed and sealed by registered Professional Engineers in the State of Illinois. The drawings and specifications will be prepared for the designed improvements to be bid for one project.

3. Bid Phase Engineering Services

- 3.1. Transmit the Notice to Bidders to one local newspaper. Donohue will also request a Certificate of Publication from said newspapers. The Owner will pay all Bid Advertisement publishing costs.
- 3.2 A website-based document distribution service will be utilized to distribute bidding documents and addendums in digital format. This website service will be utilized to post the notice to bidders and the bid amounts for the received bids. Provide up to three (3) printed sets and a PDF electronic copy of the final design construction drawings (half-size or full-size) and the Project Manual to the OWNER for display to potential bidders and for the OWNER's reference.
- 3.3 Maintain the project plan holder list and publish said list on Donohue's website.
- 3.4 Conduct a pre-bid conference to describe Project work and answer prospective bidder questions. Prepare and issue meeting minutes.
- 3.5 Prepare addenda as appropriate to interpret, clarify or expand the bidding documents and issue the addenda to prospective bidders.
- 3.6 Consult with OWNER concerning the acceptability of substitute materials and equipment proposed by contractors when substitution prior to the award of a contract is allowed.
- 3.7 Assist OWNER in the bid opening and prepare a bid tabulation analysis of bids.
- 3.8 Assist the OWNER in preparing construction contract.
- 3.9 Assemble the executed Notice of Award and submit to the successful bidder for the construction contract. Obtain executed Payment Bonds, Performance Bonds and Certificates of Insurance from said contractor and prepare Notice to Proceed for execution by the Owner and transmit to the Contractor.
- 3.10 After the construction contract is executed, provide the Owner with three (3) paper copies and one .pdf copy of the "Conformance" sets of plans and project manuals, which is defined

as as-bid documents with addendum related items inserted directly into the body of the text of the Project Manual and in the Drawings, in lieu of in the front of the documents.

C. Project Timing

Donohue shall be authorized to commence the work set forth herein upon execution of this Agreement and will perform the work according to the following schedule:

1. Process Design and Layout Phase: Within 120 calendar days of receipt of a notice to proceed.
2. Final Layout Phase: Within 210 calendar days of receipt of a notice to proceed.
3. Final Design Construction Drawings Phase Permit Application Submittal(s): Within 270 calendar days of receipt of a notice to proceed.

PART II

OWNER RESPONSIBILITIES

A. Owner agrees to:

1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.
3. Owner shall be responsible for all requirements and instructions that it furnishes to Donohue pursuant to this Agreement, and for the accuracy and completeness of all reports, data, programs, and other information furnished by Owner to Donohue pursuant to this Agreement. Donohue may use and rely upon such requirements, instructions, reports, data, programs, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations provided by Owner applicable to the furnished items.
4. Provide to Donohue existing information regarding the existence and locations of utilities and underground facilities.
5. Provide Donohue safe access to premises necessary for Donohue to provide the Services.
6. Inform Donohue whenever Owner observes or becomes aware of a Hazardous Environmental Conditions that may affect Donohue's Scope of Services or time for performance.

PART III
COMPENSATION, BILLING AND PAYMENT

A. COMPENSATION

Compensation for the professional engineering services as defined in Part I shall be in accordance with ENGINEER's standard charge out rates in effect at the time the Services are performed. Routine expenses will be billed at cost and subconsultant costs will include a 10% markup. The total compensation for these basic Services will not exceed \$288,570.00 without prior written approval from OWNER.

B. Donohue will bill Owner monthly, with net payment due in 30 days.

C. Donohue will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without written authorization from Owner.

West Chicago / Winfield Wastewater Authority
A2O Design and Bidding
Engineering Fee Estimate

Donohue & Associates, Inc.
 18-Jan-23

| Task | PM \$250 | QC \$250 | Civil \$165 | Process \$165 | Mech \$200 | Elect. QC \$215 | Electrical \$160 | I&C QC \$215 | I&C \$200 | Str. QC \$195 | Struct. \$185 | Oper \$250 | Total Hours | Total Labor | Travel | Printing & Shipping | Sub Counsel | Sub-Total | Total Cost |
|---|------------|------------|-------------|---------------|------------|-----------------|------------------|--------------|------------|---------------|---------------|------------|--------------|------------------|----------------|---------------------|------------------|-----------|-------------------|
| FINAL DESIGN PHASE | | | | | | | | | | | | | | | | | | | |
| Kick-off Site Visit | 4 | | | 8 | | | 8 | | 8 | | 8 | 8 | 44 | \$8,680 | \$2,500 | | | | \$ 11,180 |
| DRSCW Negotiation Assistance | 16 | 16 | | | | | | | | | | | 32 | \$8,000 | | | | | \$ 8,000 |
| Topographic Survey | 2 | | 4 | | | | | | | | | | 8 | \$1,160 | | | \$ 12,000 | | \$ 13,160 |
| Hydraulic Calculations | 4 | 8 | | 48 | | | | | | | | | 60 | \$10,920 | | | | | \$ 10,920 |
| Preliminary Design Memo | 4 | 8 | 4 | 16 | | 4 | 24 | 4 | 24 | 4 | 12 | 8 | 112 | \$21,860 | | | | | \$ 21,860 |
| Process Flow Sheets and P&IDs | 4 | 10 | | 12 | | 2 | 4 | 6 | 32 | | | 12 | 82 | \$17,240 | | \$50 | | | \$ 17,290 |
| Process Design Workshop | 2 | 4 | 2 | 8 | | | 4 | | 4 | | 4 | 8 | 36 | \$7,330 | \$200 | | | | \$ 7,530 |
| Equipment Evaluations | 2 | 2 | | 24 | | | 4 | | 4 | | | 8 | 44 | \$8,400 | | | | | \$ 8,400 |
| Equipment Requests for Proposals (RFP) - Not in scope | | | | | | | | | | | | | 0 | \$0 | | | | | \$ - |
| Preliminary Layout preparation, including coord. meetings | 8 | 8 | 2 | 20 | | 4 | 32 | 4 | 12 | 4 | 12 | 8 | 114 | \$21,870 | | | | | \$ 21,870 |
| Field verify piping locations vs. "As-Builts" | 2 | | | 12 | | | | | | | | | 14 | \$2,480 | | | | | \$ 2,480 |
| Review Preliminary Layout Drawings with OWNER | 4 | 4 | | 6 | | | 4 | | 4 | | 4 | 6 | 32 | \$6,670 | \$200 | \$110 | | | \$ 6,980 |
| Complete Final Layouts | 4 | 4 | 2 | 16 | | 8 | 16 | 4 | 12 | 4 | 16 | 16 | 102 | \$20,250 | | | | | \$ 20,250 |
| Finalize Motor List & One Line Diagrams | 4 | 4 | | 16 | | 4 | 40 | | 20 | | | 4 | 82 | \$16,900 | | | | | \$ 16,900 |
| Prepare Final Layouts Phase Cost Opinion | 2 | 4 | 2 | 8 | | | 8 | | 8 | | 8 | 2 | 42 | \$8,010 | | | | | \$ 8,010 |
| Review Final Layout Drawings with OWNER | 4 | 6 | | 6 | | | | | | | | | 16 | \$3,490 | \$200 | | | | \$ 3,690 |
| Prepare Final Contract Documents to 95% completion level | 8 | 8 | 8 | 100 | | | 80 | 16 | 42 | | 72 | 16 | 350 | \$63,780 | | | | | \$ 63,780 |
| Internal QA-QC review and Incorporation | 2 | 4 | 4 | 8 | | 8 | 8 | 8 | 8 | 4 | 8 | 8 | 70 | \$14,060 | | | | | \$ 14,060 |
| Update Cost Opinion | 2 | 4 | 4 | 6 | | | 4 | | 4 | | 4 | | 28 | \$5,330 | | | | | \$ 5,330 |
| Review 95% complete Drawings w/ OWNER + incorp. comments | 4 | 8 | 2 | 4 | | | 2 | | 2 | | 2 | 2 | 26 | \$5,580 | \$200 | \$110 | | | \$ 5,890 |
| Provide IEPA-permit documents to OWNER | 2 | | 4 | 2 | | | | | | | | | 8 | \$1,490 | | | | | \$ 1,490 |
| IEPA permit approval of bidding documents | 2 | 2 | | 4 | | | 3 | | | | | | 11 | \$2,140 | | | | | \$ 2,140 |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | \$ 271,010 |
| BID PHASE | | | | | | | | | | | | | | | | | | | |
| Issue bidding documents planholders | 2 | | | 6 | | | | | | | | | 8 | \$1,490 | | \$150 | | | \$ 1,640 |
| Prepare for & attend Pre-Bid Conference | 6 | | | | | | | | | | | | 6 | \$1,500 | \$60 | \$200 | | | \$ 1,760 |
| Respond to bidders' questions | 4 | 6 | | 6 | | | 2 | | 2 | | | 1 | 21 | \$4,460 | | | | | \$ 4,460 |
| Prepare & issue addenda | 4 | 6 | | | | | | | | | | | 10 | \$2,500 | | | | | \$ 2,500 |
| Attend Bid Opening & evaluate bids | 1 | 4 | | | | | | | | | | | 5 | \$1,250 | \$60 | | | | \$ 1,310 |
| Assemble Notice of Award & Proceed | 1 | | | 4 | | | | | | | | | 5 | \$910 | | | | | \$ 910 |
| Print Executed Copies & Owner copy | 1 | | | 4 | | | | | | | | | 5 | \$910 | | | | | \$ 910 |
| Letter of award recommendation | 1 | | | 2 | | | | | | | | | 3 | \$580 | | | | | \$ 580 |
| Compile conformance project manual copies for City | 1 | | | 8 | | | | | | | | | 9 | \$1,570 | | \$200 | | | \$ 1,770 |
| Compile conformance project drawing copies for City | 1 | | | 8 | | | | | | | | | 9 | \$1,570 | | \$150 | | | \$ 1,720 |
| | | | | | | | | | | | | | | | | | | | \$ 17,660 |
| Total | 108 | 120 | 38 | 362 | 0 | 30 | 243 | 42 | 186 | 16 | 150 | 107 | 1,402 | \$272,180 | \$3,420 | \$970 | \$ 12,000 | | \$ 286,570 |

| | |
|--|-------------|
| Estimated Project Construction Cost | \$4,200,000 |
| Blower Cost | \$400,000 |
| Revised Estimated Project Construction Cost | \$3,800,000 |
| Design Only Fee (Minus Bidding and DRSCW Effort) | \$263,010 |
| Design as Percent of Construction | 6.9% |

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 23-R-0007 – Contract Award – Construction, Inc. for the First and Lower Level Renovation Project at 200 Main St in the Amount \$1,190,000.00

AGENDA ITEM NUMBER: 4.E.

COMMITTEE AGENDA DATE: February 2, 2023
COUNCIL AGENDA DATE: February 20, 2023

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

SIGNATURE Mehul Patel

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE _____

ITEM SUMMARY:

The City owns the four-story masonry building built in approximately 1880 located at 200 Main St. The primary entrance to the ground floor is from Main St while a secondary entrance to the lower level is from Turner Ct. This building is currently vacant. It was previously used as a mixed use building with commercial on the lower level and ground floor, while the second and third stories of the building were used as residential.

In 2022, the City completed a structural and masonry rehabilitation on the building along with roof replacement. On May 16, 2022, the City Council approved Resolution No. 22-R-0026 to award architectural design contract to Matocha Associates to prepare drawings and bid documents for the renovations of the first floor and lower level. Over the past few months, staff has work with Matocha to complete the design.

The First Floor and Lower Level Renovation Project was advertised for bids in the Daily Herald as well as on QuestCDN (an online bidding platform) on December 13, 2022. A mandatory onsite pre-bid was conducted on December 20, 2022, which was only attended by one bidder. The City subsequently issued an addendum to forego the mandatory pre-bid attendance to attract more bidders. Bids were received on January 17, 2023 for the project. Two of the three plan holders submitted bids. A summary of the results is included below.

| Contractor | Base Bid | Rank |
|--|----------------|------|
| Construction, Inc. Joliet, IL | \$1,190,000.00 | 1 |
| Bear Construction, Rolling Meadows, IL | \$1,378,985.00 | 2 |
| Architects' Estimate | \$1,675,190.66 | N/A |

Staff has performed a reference check on the lowest apparent bidder Construction, Inc. and all responses received were positive.

This project will be paid for using Capital Project Funds in which \$1,800,000 is budgeted for in account 08-34-53-4818. The project will begin construction in 2023 with a completion date of November 21, 2023.

CITY OF WEST CHICAGO

ACTIONS PROPOSED:

Approve Resolution No. 23-R-0007 authorizing the Mayor to award a construction Contract to Construction, Inc. of Lombard, Illinois for the First and Lower Level Renovation Project at 200 Main St in the amount \$1,190,000.00.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 23-R-0007

**A RESOLUTION AUTHORIZING THE MAYOR TO AWARD A
CONSTRUCTION CONTRACT TO
CONSTRUCTION, INC. OF LOMBARD, ILLINOIS
FOR THE FIRST FLOOR AND LOWER LEVEL RENOVATION PROJECT
AT 200 MAIN STREET
IN THE AMOUNT OF \$1,190,000.00**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to award a construction Contract for to J.L. Construction, Inc. of Lombard, Illinois for the First Floor and Lowe Level Renovation Project at 200 Main Street in the amount of \$1,190,000.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 20th day of February 2023.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

Executive Assistant Valeria Perez

MATOCHA

A S S O C I A T E S

Architecture and
Program Management

315 WEST MAPLE AVENUE
HINSDALE, ILLINOIS 60521
VOICE 630 530 - 2300
CELL 630-417-2100
EMAIL GMATOCHA@MATOCHA.COM



January 23, 2023

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

**RE: CITY OF WEST CHICAGO
200 MAIN RENOVATION PROJECT
LETTER OF RECOMENDATION
PROJECT NO. 2205.01**

Dear Mehul:

Matocha Associates was present for the bid opening on January 17, 2023, at 11:00 AM. Two bids were opened. After reviewing the bids, it was decided that only the lowest bid would be clarified by us. Our reference checks and questions sheet has been filled out based on our conversations and follow-up of the bid.

The information requested for the Bonding Company Contact has been received. We contacted all four references and were only able to talk with three references. Their responses to our questions are attached, and they were favorable responses.

Page Two of Two
City of West Chicago
Bid Review

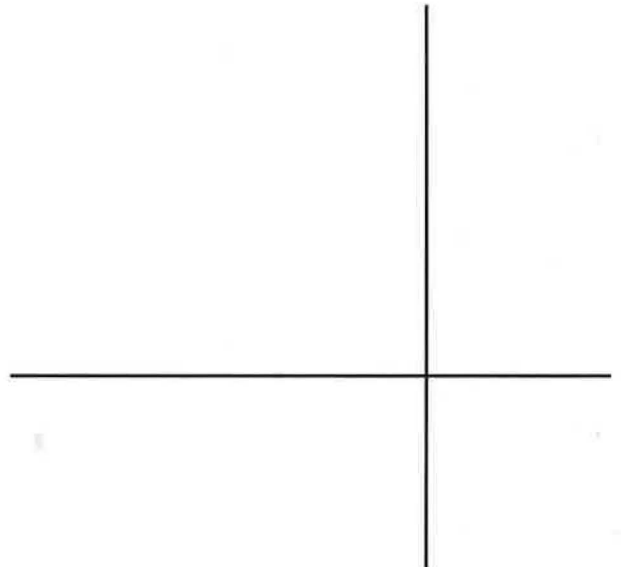
Based on the favorable responses to the bid clarification we can recommend this contractor and their bid for approval.

Sincerely,

MATOCHA ASSOCIATES

A handwritten signature in cursive script that reads "George Matocha".

George R. Matocha AIA



CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 23-R-0008 – Contract Execution – Matocha Associates for Architectural Construction Oversight Services related to the First Floor and Lower Level Renovation Project at 200 Main Street in an amount not to exceed \$60,000.00.

AGENDA ITEM NUMBER:4.F.**COMMITTEE AGENDA DATE:** February 2, 2023**COUNCIL AGENDA DATE:** February 20, 2023**STAFF REVIEW:** Mehul Patel, P.E., CFM, Director of Public Works**SIGNATURE****APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE****ITEM SUMMARY:**

The City owns the four-story masonry building built in approximately 1880 located at 200 Main St. The primary entrance to the ground floor is from Main St while a secondary entrance to the lower level is from Turner Ct. This building is currently vacant. It was previously used as a mixed use building with commercial on the lower level and ground floor, while the second and third stories of the building were used as residential.

In 2022, the City completed a structural and masonry rehabilitation on the building along with roof replacement. On May 16, 2022, the City Council approved Resolution No, 22-R-0026 to award architectural design contract to Matocha Associates to prepare drawings and bid documents for the renovations of the first floor and lower level. Over the past few months, staff has work with Matocha to complete the design. The project was recently bid and construction is anticipated to begin in May 2023.

Based on its knowledge and familiarity with the project, staff recommends retaining Matocha Associates to provide part-time construction oversight during the project. Its scope of work will be including but not limited to periodic site visits, shop drawing reviews, respond to contractor questions, prepare pay estimates, review change orders, attend progress meetings, etc. Matocha's initial proposal was for \$64,175 which was reduced to \$60,000.00 after successful negotiations. Staff feels the proposed fee is appropriate for part-time inspections.

These project architectural services will be paid for using Capital Project Funds in which \$1,800,000 is budgeted for in account 08-34-53-4818. The project will begin construction in May 2023 with a completion date of November 21, 2023.

ACTIONS PROPOSED:

Approve Resolution No. 23-R-0008 authorizing the Mayor to execute a Contract with Matocha Associates of Hinsdale, Illinois, for architectural construction oversight services related to the First Floor and Lower Level Renovation Project at 200 Main Street in an amount not to exceed \$60,000.00.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 23-R-0008

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT WITH MATOCHA ASSOCIATES FOR
ARCHITECTURAL CONSTRUCTION OVERSIGHT SERVICES
RELATED TO
THE FIRST FLOOR AND LOWER LEVEL RENOVATION PROJECT
AT
200 MAIN STREET IN AN AMOUNT NOT TO EXCEED \$60,000.00**

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 Matocha Associates of Hinsdale, Illinois, for architectural construction oversight services related to the First Floor and Lower Level Renovation Project at 200 Main Street in an amount not to exceed \$60,000.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 20th day of February 2023.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

Executive Assistant Valeria Perez

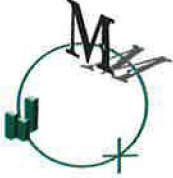
MATOCHA

A S S O C I A T E S

Architecture, and
Program Management

PO BOX 157
MONTICELLO, UTAH 84535
VOICE 630 590 - 2800
CELL 630-417-2100
EMAIL GMATOCHA@MATOCHA.COM
WEB WWW.MATOCHA.COM

January 23, 2023



Mehul T. Patel
City of West Chicago
Director of Public Works
475 Main Street
West Chicago, IL 60185
Email: MPatel@westchicago.org
(T) 630-293-2255

RE: PROPOSAL for 200 Main Street Construction Administration Services (Revised)

Dear Mr. Patel:

Attached is our proposal for the Construction Administration services for the Project areas described below:

1. First floor commercial space,
2. Lower-level commercial space,
3. Building infrastructure work.

Our proposal will include construction administration services only, based on the drawings prepared by our office last year. Included herein are the Scope of Work, fee proposal breakdown, and other contractual clauses that will form the basis of an agreement.

We are limited on available staff this year for CA Services and therefore the schedule of meetings on site will need to work with our personnel's available times and dates. A schedule of meeting every two weeks, on an established time and day of the week will be necessary for us to efficiently perform our scope of services.

Thank you for the opportunity to continue to assist you with your professional service needs. If you have any questions, please feel free to contact me.

Sincerely,

MATOCHA ASSOCIATES

George R. Matocha,
Manager

File:

Office in Utah and Illinois
315 West Maple – Hinsdale – Illinois 60521

Scope of Services

Matocha Associates proposes to provide construction administration services for the renovation of commercial space on the first and lower levels of the building. Infrastructure components include:

1. Lower and First Floor Renovation
2. New stairwell,
3. New sprinkler system,
4. New electric service for the entire building,
5. New fire alarm system,
6. Minor sidewalk/curb work on the site.

Construction Administration Services

1. Assist with the approval of the Building Permit.
2. Pre-construction meeting, established by the Owner.
3. Attend on-site Owner meetings (twice per month), Owner or Contractor to prepare meeting agenda and meeting notes.
4. After or before the Owner's meeting review the construction progress and prepare a field report with photographs documenting the progress of the construction.
5. Review the General Contractor's pre-approved and reviewed sub-contractor shop drawings and submittals noted in the construction drawings and specification.
6. Review, under this fixed fee, 23 Request For Information (RFI) documents about the drawings from the General Contractor.
7. Review monthly payment requests (9 included) submitted to the Owner.
8. Review and advise the Owner on change orders submitted by the General Contractor.
9. Final Site Review and Punchlist

Exclusions:

1. The General Contractor is responsible for submitting a final submittal log to the Owner as part of Project Close-out and a box of files with the As-Built Drawings prepared by the contractor, all the project submittals, records of the Project, warranties and Auto-Cad As-built Drawings.

Page Three
200 Main Street CA Services
January 23, 2023

Preliminary Schedule

| | |
|-------------------|----------------------|
| Construction | 4/1/23 to 11-24-2023 |
| Project Close-out | 11/30/23-12-15-2023 |

Professional Fees

Matocha Associates will provide the architectural scope of services outlined above for the following fixed fee. The breakdown is to be used for intermediate invoicing purposes.

| | |
|------------------------------|----------|
| Construction Administration: | \$57,500 |
| Reimbursables: | \$ 2,500 |
| <hr/> | |
| Total Architectural Fee: | \$60,000 |

HourlyRates

Hourly rates for services consist of items not covered under this Agreement and are billed on a time and material basis with the following hourly rates:

Architectural

| | |
|---------------------|----------|
| Principal | \$270.00 |
| Senior Project Man. | \$195.00 |
| Project Architect | \$175.00 |
| Arch. Project Man. | \$160.00 |
| Staff Architect | \$150.00 |
| Arch. Proj. Coord. | \$135.00 |
| Intern Architect | \$125.00 |

Our hourly rates are subject to a change effective on January 1st of each year. If any of the work is not completed by 12/31/2023 then our rates will increase by a multiple of 1.10 for next year.

Reimbursables

A reimbursable allowance has been included in the fees above. All bidding document reproduction will be invoiced at 1.0 times the actual expense. Electronic drawings can be provided to the Owner for their own reproduction.

Miscellaneous

- Invoices are submitted monthly and are payable in twenty-five days. Invoices not paid in thirty days from the invoice date are subject to one percent finance charge, compounded monthly.
- Matocha Associates carries a standard \$1,000,000/\$2,000,000 professional liability insurance policy.
- This proposal shall be effective for a period of not more than two months from the date above. Should this period expire prior to acceptance, Matocha Associates reserves the right to submit a revised proposal.
- Upon direction to proceed by the client, whether verbally or in writing, this proposal is a binding agreement between the parties, such to the terms and conditions set forth herein. Although this proposal may be superseded by a formal, written contract in the event of which this proposal shall be deemed null and void if no such written contract is executed and delivered by both parties, then this proposal shall continue to bind the parties through completion of the project.
- In recognition of the relative risks, rewards and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees to the fullest extent permitted by law, to limit the Consultant's liability to the Client, so that the total aggregate liability of the Consultant to the Client shall not exceed the Consultant's fee. This limitation shall apply regardless of the cause of the action however alleged or arising, unless otherwise prohibited by law.
- When Matocha Associates does not provide construction observation services, it is agreed that the professional services of Matocha Associates do not extend to or include the review or site observation of the Contractor's work, performance, or pay request approval. During construction, the Client assumes the role of the Architect and will hold harmless Matocha Associates for the Contractor's performance or failure of the Contractor's work to conform to the design intent and the contract documents.
- Matocha Associates work will not proceed until a fully executed agreement is on file.

Acceptance

If the Scope of Services and Professional Fees as noted are satisfactory, please indicate your acceptance by signing below. Two copies will be fully executed so that you will have a copy.

Accepted By: _____ Date _____
Its:

Accepted By: _____ Date _____
George R. Matocha

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 23-R-0009 – A Resolution Appropriating the Use of Motor Fuel Tax Funds for the City's Construction Local Match and Construction Engineering for the Technology Boulevard Resurfacing Project (IDOT Contract 61J32, Section No. 20-00085-00-RS) in an Amount of \$386,500

AGENDA ITEM NUMBER: 4.9c**COMMITTEE AGENDA DATE:** February 2, 2023
COUNCIL AGENDA DATE: February 6, 2023**STAFF REVIEW:** Mehul T. Patel, P.E., CFM., Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** _____**ITEM SUMMARY**

All Local Agencies must first appropriate estimated Motor Fuel Tax (MFT) funds to be spent in any given year using the Illinois Department of Transportation (IDOT) form BLR 09111 - Resolution for Improvement Under the Illinois Highway Code. The appropriated funds can be spent once they are authorized by IDOT. The City's unobligated MFT balance will be reduced once the funds are authorized by IDOT. Any funds spent over the authorized amount will require the Local Agency to approve a Supplemental Resolution. Any funds that are underspent will be automatically credited back to the City's unobligated MFT balance after the proper close-out paperwork is completed at the end of each fiscal year or after project completion.

On December 5, 2022, the City Council approved Ordinance No. 22-O-0036 adopting the Annual Budget for the Fiscal Year ending December 31, 2023. The FY 2023 budget includes the proposed expenditure of MFT funds in the amount of \$285,600 for the City's 20% Local Match for Construction and \$100,900 for Construction Engineering (CE), totaling \$386,500 for the Technology Boulevard Resurfacing Project (Project). The Project is known to IDOT as Contract No. 61J32 and Section No. 20-00085-00-RS.

The Project is scheduled to appear on IDOT's March 2023 letting. The construction is anticipated to begin in summer 2023 and to be completed in November 2023. The administration of the construction contract including accounting and contractor payment will be handled by IDOT Central Office. IDOT will invoice the City for its Local Match for Construction but it could take multiple years to close out the project. IDOT will send a final invoice to the City for its Local Match once the project has been finalized and closed. On the contrary, 100% cost for Construction Engineering (CE) is budgeted and will be utilized to make progress payments for the City-hired consultant's CE services for the project. However, 80% of the CE cost will be reimbursable through IDOT under a separate reimbursement process. BLR 09111 – Resolution for Improvement Under the Illinois Highway Code to appropriate \$386,500 under the MFT allotment is enclosed for review and approval.

ACTIONS PROPOSED:

Approve Resolution No. 23-R-0009 appropriating the use of Motor Fuel Tax fund for the City's Construction Local Match and Construction Engineering for the Technology Boulevard Resurfacing Project (IDOT Contract 61J32, Section No. 20-00085-00-RS) in the amount of \$386,500 and authorizing the Executive Assistant to execute and submit, to IDOT, the attached BLR 09111 - Resolution for Improvement Under the Illinois Highway Code.

CITY OF WEST CHICAGO

COMMITTEE RECOMMENDATION:

| |
|--|
| |
|--|

RESOLUTION NO. 23-R-0009

A RESOLUTION APPROPRIATING THE USE OF MOTOR FUEL TAX FUNDS FOR THE CITY'S CONSTRUCTION LOCAL MATCH AND CONSTRUCTION ENGINEERING FOR THE TECHNOLOGY BOULEVARD RESURFACING PROJECT (IDOT CONTRACT 61J32, SECTION NO. 20-00085-00-RS) IN THE AMOUNT OF \$386,500.

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Executive Assistant is hereby authorized to execute the Illinois Department of Transportation Resolution for Improvement Under the Illinois Highway Code (BLR 09111), appropriating the use of Motor Fuel Tax for the City's Construction Local Match and Construction Engineering for the Technology Boulevard Resurfacing Project (IDOT Contract 61J32, Section No. 20-00085-00-RS) in the amount of \$386,500, a copy of which is attached hereto and incorporated herein as Exhibit "A".

APPROVED this 6th day of February 2023.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

Executive Assistant Valeria Perez



**Resolution for Improvement
Under the Illinois Highway Code**

Is this project a bondable capital improvement?

Yes No

| | | |
|-----------------|-------------------|----------------|
| Resolution Type | Resolution Number | Section Number |
| Original | | 20-00085-00-RS |

BE IT RESOLVED, by the Council of the City of West Chicago Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract of West Chicago Governing Body Type Local Public Agency Type
Name of Local Public Agency
Contract or Day Labor

For Roadway/Street Improvements:

| Name of Street(s)/Road(s) | Length (miles) | Route | From | To |
|---------------------------|----------------|----------|------------------------------------|------------------------------------|
| Technology Boulevard | 0.23 | FAU 7260 | IL Route 38 | Innovation Drive / Discovery Drive |
| Technology Boulevard | 0.33 | FAU 7261 | Innovation Drive / Discovery Drive | Innovation Drive / Discovery Drive |
| Technology Boulevard | 0.23 | FAU 7262 | Innovation Drive/ Discovery Drive | Fabyan Parkway |

For Structures:

| Name of Street(s)/Road(s) | Existing Structure No. | Route | Location | Feature Crossed |
|---------------------------|------------------------|-------|----------|-----------------|
| | | | | |

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Pavement surface removal, HMA binder and surface placement, traffic control and protection, thermoplastic pavement markings, sidewalk ramp upgrades, intermittent combination concrete curb and gutter replacement, construction layout, and all incidental and collateral work necessary to complete the project

2. That there is hereby appropriated the sum of Three Hundred Eighty-Six

Thousand Five Hundred, and Zero Cents Dollars (\$386,500.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Valeria Perez City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type

of West Chicago in the State aforesaid, and keeper of the records and files thereof, as provided by Name of Local Public Agency

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of West Chicago at a meeting held on February 06, 2023
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6th day of February, 2023
Day Month, Year



**Illinois Department
of Transportation**

(SEAL, if required by the LPA)

**Resolution for Improvement
Under the Illinois Highway Code**

Clerk Signature & Date

Approved


Regional Engineer Signature & Date
Department of Transportation

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 23-R-0010 – A Resolution for Maintenance Appropriating the Use of Motor Fuel Tax Funds for City's General Maintenance and Approving City's Estimate of Maintenance Cost for FY 2023

AGENDA ITEM NUMBER:4.H.**COMMITTEE AGENDA DATE:** February 2, 2023**COUNCIL AGENDA DATE:** February 6, 2023**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 5, 2022, City Council approved Ordinance No. 22-O-0036 adopting the Annual Budget for the Fiscal Year ending December 31, 2023, which included the proposed expenditure of Motor Fuel Tax (MFT) funds in the amount of \$175,000 for general maintenance. In FY 2023 Budget, \$130,000 are allocated towards street lighting energy charges, and \$45,000 are allocated towards street sweeping solid waste disposal for the City's general maintenance. 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 each Local Agency to submit, for IDOT approval, Form BLR 14220 – Resolution for Maintenance Under The Illinois Highway Code form and BLR 14222 – Local Public Agency General Maintenance, Estimate of Maintenance Cost form. The standard IDOT forms are enclosed for review and approval.

ACTIONS PROPOSED:

Approve Resolution No. 23-R-0010 authorizing the Executive Assistant to execute and submit, to IDOT, the attached BLR 14220 – Resolution for Maintenance under The Illinois Highway Code and the Mayor to execute and submit, to IDOT, the attached BLR 14222 – Local Public Agency General Maintenance, Estimate of Maintenance Cost, for MFT funding in the amount of \$175,000.00 for Fiscal Year 2023.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 23-R-0010

**A RESOLUTION AUTHORIZING THE EXECUTIVE ASSISTANT TO EXECUTE
BLR 14220 – RESOLUTION FOR MAINTENANCE UNDER THE ILLINOIS
HIGHWAY CODE AND THE MAYOR TO EXECUTE
BLR 14222 – LOCAL PUBLIC AGENCY GENERAL MAINTENANCE,
ESTIMATE OF MAINTENANCE COST,
FOR MFT FUNDING IN THE AMOUNT OF \$175,000 FOR FY 2023.**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Executive Assistant is hereby authorized to execute the Illinois Department of Transportation BLR 14220 – Resolution for Maintenance under The Illinois Highway Code form, and the Mayor is hereby authorized to execute the Illinois Department of Transportation BLR 14222 – Local Public Agency General Maintenance, Estimate of Maintenance Cost form, and both are authorized to submit the forms to the Illinois Department of Transportation for expenditures using Motor Fuel Tax funds for General Maintenance in FY 2023, a copy of which is attached hereto and incorporated herein as Exhibit “A”.

APPROVED this 6th day of February 2023.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

Executive Assistant Valeria Perez



Resolution for Maintenance Under the Illinois Highway Code

Table with 5 columns: District, County, Resolution Number, Resolution Type, Section Number. Values: 1, DuPage, [blank], Original, 23-00000-00-GM

BE IT RESOLVED, by the Council of the City of West Chicago, Illinois that there is hereby appropriated the sum of One Hundred Seventy-Five Thousand, and zero cents Dollars (\$175,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/23 to 12/31/23

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of West Chicago shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Valeria Perez, Clerk in and for said City of West Chicago, in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of West Chicago at a meeting held on 02/06/23

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6th day of January 2023

(SEAL, if required by the LPA)

Clerk Signature & Date [Signature Box]

APPROVED

Regional Engineer Signature & Date Department of Transportation [Signature Box]



Local Public Agency General Maintenance

Submittal Type Original

Estimate of Maintenance Costs

District 1 Estimate of Cost for Municipality

| Local Public Agency | County | Section Number | Maintenance Period Beginning | Ending |
|----------------------|--------|----------------|------------------------------|----------|
| City of West Chicago | DuPage | 23-00000-00-GM | 01/01/23 | 12/31/23 |

Maintenance Items

| Maintenance Operation | Maint Eng Category | Insp. Req. | Material Categories/ Point of Delivery or Work Performed by an Outside Contractor | Unit | Quantity | Unit Cost | Cost | Total Maintenance Operation Cost |
|-----------------------------|--------------------|------------|---|------|----------|--------------|--------------|----------------------------------|
| Electrical | I | | Energy Charges | EA | 1 | \$130,000.00 | \$130,000.00 | \$130,000.00 |
| Refuse Disposal | IIA | | Solid Waste Disposal | EA | 1 | \$45,000.00 | \$45,000.00 | \$45,000.00 |
| Total Operation Cost | | | | | | | | \$175,000.00 |

Estimate of Maintenance Costs Summary

| | MFT Funds | RBI Funds | Other Funds | Estimated Costs |
|--|---------------------|-----------|-------------|---------------------|
| Maintenance | | | | |
| Local Public Agency Labor | | | | |
| Local Public Agency Equipment | | | | |
| Materials/Contracts(Non Bid Items) | \$175,000.00 | | | \$175,000.00 |
| Materials/Deliver & Install/Materials Quotations (Bid Items) | | | | |
| Formal Contract (Bid Items) | | | | |
| Maintenance Total | \$175,000.00 | | | \$175,000.00 |

Estimated Maintenance Eng Costs Summary

| | MFT Funds | RBI Funds | Other Funds | Total Est Costs |
|--------------------------------------|---------------------|-----------|-------------|---------------------|
| Maintenance Engineering | | | | |
| Preliminary Engineering | | | | |
| Engineering Inspection | | | | |
| Material Testing | | | | |
| Advertising | | | | |
| Bridge Inspection Engineering | | | | |
| Maintenance Engineering Total | | | | |
| Total Estimated Maintenance | \$175,000.00 | | | \$175,000.00 |

Remarks

SUBMITTED

Local Public Agency Official Signature & Date

Title

Mayor

County Engineer/Superintendent of Highways Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 23-R-0011 – A Resolution Adopting the Complete Street Policy for New Construction Projects Affecting Public Right-of-Way and Public Spaces.

AGENDA ITEM NUMBER:4.I.**COMMITTEE AGENDA DATE:** February 2, 2023**COUNCIL AGENDA DATE:** February 6, 2023**STAFF REVIEW:** Mehul T. Patel, P.E., CFM., Director of Public Works**SIGNATURE****APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE**

ITEM SUMMARY

“Complete Streets” is defined by the National Complete Streets Coalition as “a transportation approach that ensures all future street projects will take into account the needs of all travelers, regardless of age, ability or mode of transportation.” According to the Federal Highway Administration (FHWA), for a Complete Street to be effective it should be safe and feel safe to all users. Including FHWA, many State and Local agencies throughout the U.S. have adopted the Complete Street Policy (Policy) to actively plan, design, build, and operate safe transportation networks for all users.

In 2007, the State of Illinois amended the Illinois Highway Code, requiring that bicycle and pedestrian ways be given full consideration in the planning and development of transportation facilities. This applies to any projects within rights-of-way controlled by the Illinois Department of Transportation, and any projects, which utilize State or Federal funding.

The staff has prepared the attached Complete Streets Policy for review and approval. It generally outlines where and how accommodations for pedestrians, bicyclists, motorists, and users of mass transit can be approached for various scenarios. The document does not mandate the use of any given approach, but it can be used as a guideline for elected officials, staff, and stakeholders in determining the best way to accommodate all likely users of a new roadway or a development. This Policy would apply only to major roadway reconstruction and new major development projects. The Policy would not require retroactive construction of new bicycle or pedestrian facilities on existing City streets.

The City is not mandated to have a written and adopted Complete Streets Policy. However, having a written Complete Streets policy will put the City in a better position to secure federal funding in the future. All federal grants, such as the Surface Transportation Program (STP), and the Congestion Mitigation and Air Quality (CMAQ) program give additional consideration to municipalities that have a written Complete Streets policy. It has generally been the unwritten policy of the City to consider pedestrian and bicycle traffic in transportation planning and roadway design. As such, staff recommends that the City Council approve a resolution to incorporate the Complete Streets Policy into projects and planning.

ACTIONS PROPOSED:

Approve Resolution No. 23-R-0011 adopting the Complete Street Policy for new larger developments and major construction projects within the public right-of-way and public spaces,

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 23-R-0011

**A RESOLUTION ADOPTING THE COMPLETE STREET POLICY
FOR NEW CONSTRUCTION PROJECTS AFFECTING
PUBLIC RIGHT-OF-WAY AND PUBLIC SPACES.**

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 the Resolution adopting the City of West Chicago's Complete Street Policy for new construction projects affecting the public right-of-way and public spaces, which is attached hereto and incorporated herein as Exhibit "A".

APPROVED this 6th day of February 2023.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

Executive Assistant Valeria Perez



CITY OF WEST CHICAGO



COMPLETE STREETS POLICY

February 6, 2023

Table of Contents

| | |
|----------------------------|---|
| Definitions | 1 |
| Introduction | 3 |
| Vision | 3 |
| Policy | 3 |
| Guidelines | 4 |
| Partnerships | 4 |
| Design Guidelines | 5 |
| Exceptions | 5 |
| Context Sensitivity | 6 |
| Performance Measures | 6 |
| Implementation | 6 |

DEFINITIONS

For the purpose of this section, the following terms shall have the following meanings:

Bikeway. A generic term for any road, street, path, or way which is specifically designated for bicycle travel and provides space reserved for bicyclists distinct from motor vehicle traffic.

Complete Network. Network of infrastructure, such as the roadways, sidewalks, shared-use paths, railroads, and bus routes, which provides connectivity and permits unconstrained vehicular and pedestrian movement.

Complete Streets. Comfortable corridors that focus on various users of all ages and abilities, including pedestrians, mobility assistance device users, cyclists, motor vehicle drivers, and public transportation riders/drivers that allow the users to safely and conveniently move upon, along, and across a street.

Mobility Assistance Device. A self-propelled or motorized device used for mobility purposes by individuals with a mobility, circulatory, respiratory or neurological disability. Mobility assistance devices may include, but are not limited to, canes, walkers, wheelchairs, and scooters.

Pedestrian. A person traveling by means of self-propulsion of walking or rolling either with or without a Mobility Assistance Device.

Project. The construction, reconstruction, retrofit, alteration, or repair of any public way, including the work related to planning, design, approval, and implementation processes, improved timing of traffic control signals, new or improved signage, pavement markings, spot repair, re-configuration of travel lanes and any permanent infrastructure that promotes the pedestrian, bicycle and/or public transportation environment in harmony with safe and efficient motor vehicle travel. Projects do not include minor or routine upkeep on the public way such as sweeping, mowing, or interim measures on detour routes.

Project Sponsor. The person or an organization, who owns, creates, improves, and provides continuous operations of the Project through financial assistance, inspection, and technical oversight.

Public Space. Space that is open and accessible to the general public, including public parks, roadways, benches, parking lots, sidewalks, and alleyways.

Public Way. Any passageway (sidewalk, bike lane, or street) accessible to the public and designed for travel by pedestrians, mobility assistance device users, cyclists, motor vehicle drivers and/or public transportation riders/drivers.

Right-of-Way. Land acquired by the State or a local government for transportation purposes such as the highway, sidewalk, and utilities.

Separated Bicycle Lane (SBL). A portion of the roadway that is designated for use by bicyclists and is physically separated from the vehicular lane by horizontal distance and vertical elements such as flexible delineators, longitudinal raised curb islands, or parking lanes. SBLs are usually designed for one-way bicycle travel in the same direction as the adjacent lane, but may be designed for two-way bicycle travel when operationally justified. SBLs are also sometimes called protected bicycle lanes.

Shared Lane. A travel lane where motor vehicles and bicyclists share operating space. For projects on state routes shared lanes will typically be widened to a minimum of 14 ft. (4.2 m.) to provide adequate space for drivers to pass bicyclists, while staying in the lane and providing the "three feet clear" distance required by State law.

Shared Roadway. Any roadway upon which a bicycle lane is not designated and which may be legally used by bicyclists, regardless of whether such facility is specifically identified as a bikeway.

Shared-Use Path/Side Path. A facility within the public right-of-way, but physically separated from the roadway, intended for bicycle and other non-motorized transportation (e.g., pedestrians, in-line skaters). A "side path" is typically located parallel within the road right-of-way. The terms "shared-use path" and "path" are used interchangeably throughout this Policy in discussing these facilities. "Trails" are considered recreational facilities, are often unpaved, and are not covered by this Policy.

Transit Oriented Development (TOD). A development pattern created around a transit station that is characterized by higher density, mixed uses, pedestrian environment, reduced parking, and direct and convenient access to the transit station.

User. People of all ages and abilities who use corridors, including pedestrians, mobility assistance device users, cyclists, motor vehicle drivers, public transportation riders/drivers.

INTRODUCTION

Complete Streets are multimodal and serve pedestrians, bicyclists, public transportation users, children, older adults, individuals with disabilities, motorists, and freight vehicles. According to Federal Highway Administration (FHWA), for a Complete Street to be effective it should be safe and feel safe to all users. Many state and local agencies throughout the U.S. have adopted the Complete Street Policy to actively plan, design, build, and operate safe transportation networks for all users. Typical elements that comprise a Complete Street include pedestrian connectivity such as accessible sidewalks and shared-use paths, accessible pedestrian signals, roundabouts, wide shoulders, safe and accessible transit stops, shared travel lanes, and frequent and safe crossings for pedestrians, including refuge median islands. The City of West Chicago's Complete Street Policy will aim to provide a complete transportation network, improve safety, and provide equity for all users.

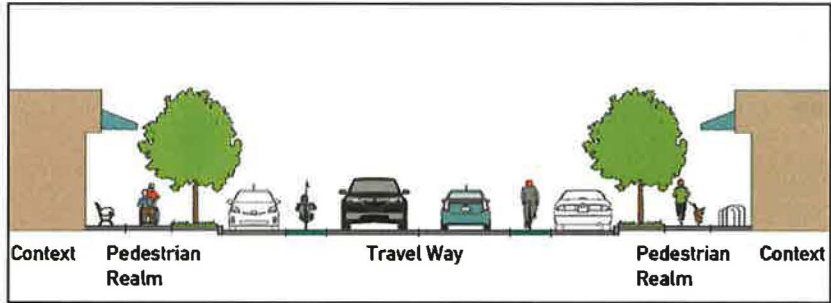


Figure 1 – Complete Street Component Zones

VISION

The City's Policy will provide guidance with planning, implementation, and evaluation of equitable streets and networks that prioritize safety, comfort, equity, and connectivity to various destinations throughout the City and surrounding communities.

- All Users and Modes
 - The City shall consider users of all ages and abilities, including children, youth, families, older adults, individuals with disabilities, and Mobility Assistance Device users when completing infrastructure projects in the public right-of-way (ROW).
- All Projects and Phases
 - The City shall consider Complete Streets' principles when designing new or reconstructing projects in the ROW. Decisions regarding the ROW shall promote comfortable and effective access for users, taking into account the surrounding community context and land uses.
 - Privately constructed and owned streets, sidewalks, alleys, and parking lots will be encouraged, where possible, to also adhere to this Policy through the development review process by funding and implementing multimodal transportation.

POLICY

The City's goal is to develop a complete network of public streets by:

- considering all Users in the ROW and public spaces;
- strategically connecting transportation networks and developing multimodal transportation hubs;
- identifying underserved communities and their varying transportation needs;
- investing in safe infrastructure for low or zero-carbon modes such as electric vehicles,

- public transportation, walking, and bicycling; and
- Incrementally investing in a series of small improvements, operations, and maintenance activities.

The Policy intends to encourage walking, biking, and the use of public transportation to produce the public health benefits that result from healthy, active transportation use. In addition, the Policy will help improve air quality, reduce traffic congestion, lessen reliance on fossil fuels, improve the efficiency of right-of-way use, and improve the management of stormwater runoff.



The City will strive to create a comprehensive, integrated, and connected network of transportation options for all modes of travel which are designed, operated, and maintained by the City to enable safe and accessible transportation options for all Users.

GUIDELINES

- City staff will take into account, to the greatest extent possible, Complete Network practices in decisions regarding the use of limited Public Ways, including ROW and public spaces, with consideration given to context and land use.
- City staff will consider future ROW projects as opportunities to improve safety, access, and mobility for all Users, including users of the Mobility Assistance Devices, of the Public Ways and to further encourage healthy, active modes of transportation, such as walking, bicycling, and using public transportation.
- City staff will recommend Public ROW Projects prioritized on investing in the Complete Network in public space planning, funding decisions, and maintenance and operation practices.
- City staff will provide guidance, when sought, on state-of-the-practice transportation demand management solutions for private developer's consideration to promote the use of healthy, active modes of transportation and reduce future strains on West Chicago's transportation network.

PARTNERSHIPS

The City further seeks to encourage collaboration with the State of Illinois, DuPage County, Chicago Metropolitan Agency For Planning (CMAP), the Regional Transportation Authority, City of Chicago, Pace Bus, Metropolitan Rail "Metra", Union Pacific Railroad, local schools districts, park districts, public library district, fire districts, local special service areas, neighboring communities, and other stakeholders to enhance the accessibility, connectivity, and mobility of the local transportation systems.

DESIGN GUIDELINES

The City will follow a flexible design approach that balances the needs of the ROW users and allows for innovative application of accepted and adopted design standards. Additionally, the City will use the best and latest design standards and guidance available including, but not limited to the following:

- AASHTO (American Association of State Highway and Transportation Officials)
- ADA (Americans with Disabilities Act)
- ATA (Active Transportation Alliance)
- CDOT (Chicago Department of Transportation) Design Standards
- FHWA (Federal Highway Administration) Design Standards
- IDOT (Illinois Department of Transportation) Design Standards
- MUTCD (Federal Manual on Uniform Traffic Control Devices)
- NACTO (National Association of City Transportation Officials)
- PROWAG (Public Right-of-Way Accessibility Guidelines)

EXCEPTIONS

This Policy, which may not be practical or feasible, shall not apply to the City funded projects if one or more of the following conditions apply to a specific project:

- There is a financial hardship to the project sponsor. Financial hardships exist when compliance with the Complete Streets Policy constitutes a minimum of twenty (20) percent of the total project cost, but in no event more than \$1,000,000, which shall include the acquisition of right-of-way.
- There is sufficient documentation that there is no feasible way to accommodate improvements for all modes of healthy, active transportation within a Project's scope, due to existing structures or corridors, or the use of certain healthy, active modes of transportation is prohibited by law.
- The scope of the relevant project is limited to maintenance activities intended to keep the roadway in serviceable condition.
- There is sufficient documentation that there is no feasible way to accommodate improvements for the non-vehicular traffic within a Project's scope.
- There is no documented current or anticipated need for accommodations of non-motorized roadway users if the road is not a current or planned transit route.
- The cost for a particular Complete Streets design recommendation would be excessively disproportionate to the need for that particular improvement, with due consideration given to future users, latent demand, and the social and economic value of providing a safer and more convenient transportation system for all users.
- There are documented environmental constraints or unsafe transportation issues.



CONTEXT SENSITIVITY

The City will design, implement and maintain context-sensitive Complete Streets that align with the local character, transportation networks, and land uses; and, recognizes the impact of the Projects on the diverse needs and identities of the public ROW users with respect given to health, social, and environmental equity.

The planning, design, and implementation for all corridors shall:

- include the local community and stakeholders;
- consider the function of the roadway;
- consider transitway alignment and station areas; and
- assess the current and future needs of the corridor users.



PERFORMANCE MEASURES

To evaluate the City's progress toward the implementation of the Complete Streets Policy, the City will use the following performance measures:

- number of speeding and safety or access-related concerns received through the staff;
- total miles of on-street bicycle routes defined by streets with clearly marked or signed bicycle accommodation;
- linear feet of new and repaired pedestrian accommodations, including shared-use paths and sidewalks;
- number of new ADA-compliant curb ramps installed along City streets;
- annual pedestrian and bicycle crash data analysis; and
- number of trees planted.

The above performance measures will be incorporated into the Annual Report to the City Council during the budget approval process.

IMPLEMENTATION

The City views Complete Streets as integral to everyday transportation decision-making practices and processes.

All City Departments, staff, and the City Council, including all other relevant Commission or Committee Members, shall incorporate Complete Streets principles into all appropriate plans, manuals, checklists, decision trees, rules, regulations, and programs as appropriate.

Public Works Department staff shall have the authority to implement any pedestrian and bicycle improvement to the ROW that conforms to this Complete Streets Policy.

City staff shall review all new roadway projects, public and private developments, and other Complete Streets-related improvements, early in the planning process, to ensure consistency with this Policy.

When available, City staff will participate in professional development and training on non-motorized transportation issues by attending conferences, classes, seminars, and workshops.

City staff will review any requests for exceptions to the Complete Streets Policy and related documentation.

The City Council or its designated body or staff members will monitor the implementation and impact of this Policy based on its goals to ensure that all users are accommodated to the extent possible.

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 23-R-0012 – Reimbursement Agreement for Preliminary Engineering Services with the Union Pacific Railroad Company for Design of Proposed Pedestrian Sidewalk At Grade Crossing on Harvester Road in the amount not to exceed \$50,000

AGENDA ITEM NUMBER:4.J.**COMMITTEE AGENDA DATE:** February 2, 2023**COUNCIL AGENDA DATE:** February 6, 2023**STAFF REVIEW:** Mehul T. Patel, P.E., CFM., Director of Public Works**SIGNATURE****APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE****ITEM SUMMARY**

The City's 5-year Capital Improvement Plan (CIP) includes the improvement of Harvester Road between Hawthorne Lane and Powis Road in FY 2024. The scope of the project will include water main replacement, storm sewer improvements, reconstruction of the roadway, including the construction of curb and gutter, sidewalk, upgrading street lighting to LED as well as other miscellaneous items. Within the project limits, there is an unsignalized at-grade railroad spur crossing, owned and maintained by Union Pacific Railroad Company (UPRR).

A pedestrian sidewalk connection to Hawthorne Lane along the south side of Harvester Road is proposed to provide for a safe pedestrian route, which also aligns with the City's Complete Street Policy. Proposing a sidewalk on Harvester Road will require a permit from the UPRR for the sidewalk grade crossing at the railroad spur. Enclosed is the Reimbursement Agreement for Preliminary Engineering Services (Agreement) between the City and the UPRR to initiate the permitting process and design phase. As part of the Agreement, the UPRR or its third-party consultant will lead and perform the Preliminary Engineering (PE) work specifically for the at-grade sidewalk crossing. The scope of the UPRR's project services will include, field inspection, project design, plans, specification, construction review, and various coordination with the City. The estimated cost for UPRR's PE service is \$50,000.

The Project's overall preliminary cost estimate is \$5,250,685 and will be proposed to be funded under the FY 2024 budget utilizing the Capital Projects, MFT/Rebuild Illinois, Water, and Sewer Funds. The cost associated with the UPRR Permit and the Agreement was unforeseen; hence, not budgeted in FY 2023. However, during the performance of the PE Work in FY 2023, UPRR will provide progressive billing to the City based on actual costs associated with the PE Work. To keep the project on schedule for construction in FY 2024 and to issue progressive payments to UPRR for its design efforts in FY 2023, staff is proposing to approve the enclosed Agreement and authorize a Purchase Order in the amount of \$50,000.00 from the Capital Projects Fund (Account No. 08-34-53-4225) in FY 2023.

ACTIONS PROPOSED:

Approve Resolution No. 23-R-0012 authorizing the Mayor to execute the Reimbursement Agreement for Preliminary Engineering Services with the Union Pacific Railroad Company for the design of a proposed pedestrian sidewalk at grade crossing on Harvester Road, in the amount not to exceed \$50,000.00.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 23-R-0012

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A REIMBURSEMENT AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES WITH UNION PACIFIC RAILROAD COMPANY FOR THE DESIGN OF A PEDESTRIAN SIDEWALK AT GRADE CROSSING ON HARVESTER ROAD IN THE AMOUNT NOT TO EXCEED \$50,000

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 the Reimbursement Agreement for Preliminary Engineering Services (Agreement) with Union Pacific Railroad Company for pedestrian sidewalk at grade crossing on Harvester Road in the amount not to exceed \$50,000. The Agreement is attached hereto and incorporated herein as Exhibit "A".

APPROVED this 6th day of February 2023.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

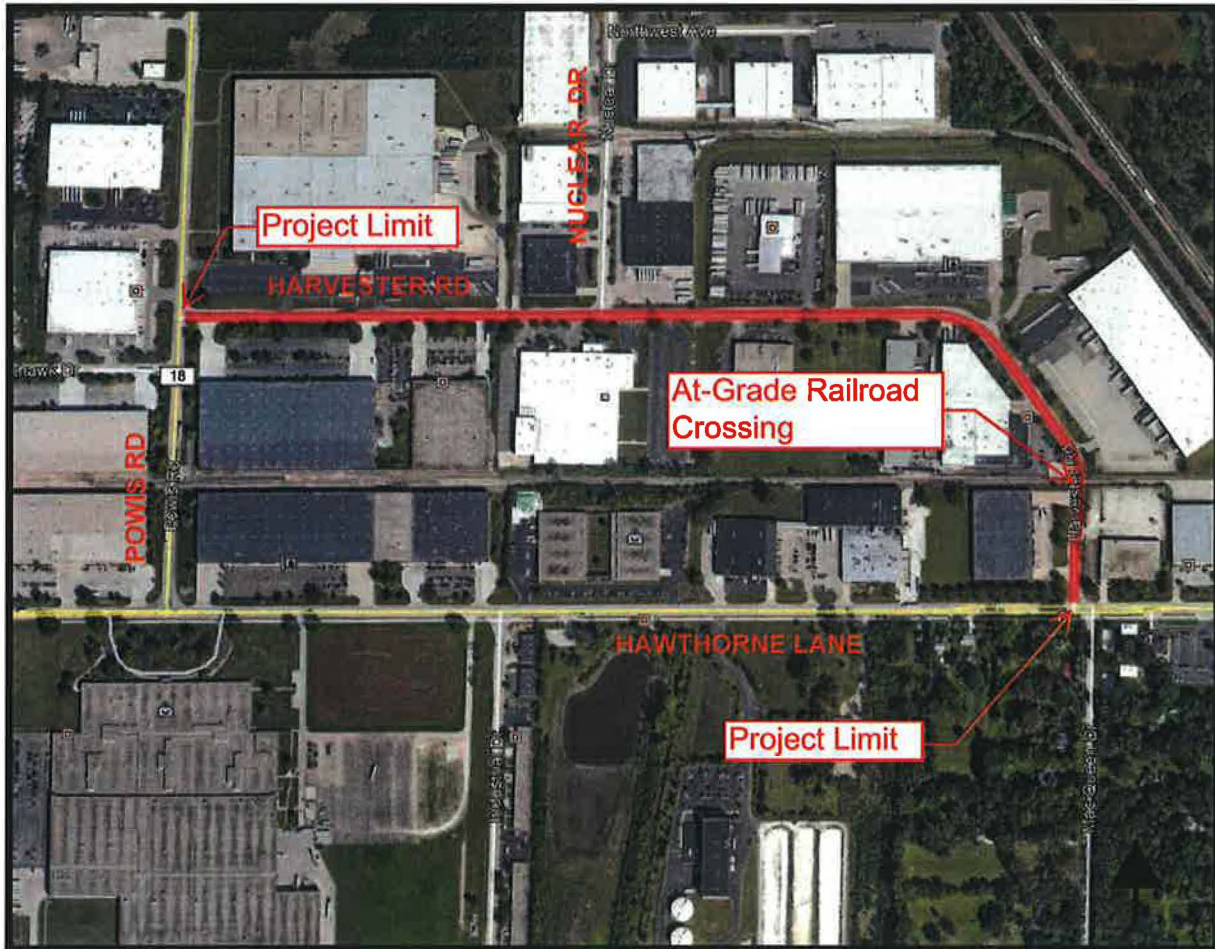
ATTEST:

Executive Assistant Valeria Perez

PROJECT LOCATION MAP

Harvester Road Improvements

City of West Chicago, DuPage County



**REIMBURSEMENT AGREEMENT
PRELIMINARY ENGINEERING SERVICES**

Effective Date:

Estimate: \$50,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and CITY OF WEST CHICAGO, ILLINOIS (**Agency**).

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (**Project**).

B. The Project will affect Railroad's track and right of way at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance, or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

2. Notwithstanding the Estimate (**Estimate**), Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. Within sixty (60) days after completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on Exhibit C. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless whether Agency declines to proceed with the Project or Railroad elects not to approve the Project.

3. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities, or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications, and prepare material and force cost estimates for any Project related work performed by Railroad.

4. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

5. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

7. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF WEST CHICAGO, ILLINOIS

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

Signature

Signature

Ruben Pineda

Chris Keckeisen

Printed Name

Printed Name

Mayor

Manager I, Engineering – Public Projects

Title

Title

Exhibit A Project Description and Location

Project Description

City of West Chicago, IL proposes to reconstruct the roadway at the crossing referred to below including widening the roadway to accommodate a sidewalk.

Location

Belvidere Subdivision

| DOT | Crossing Type | Milepost | Street Name |
|------------|----------------------|-----------------|--------------------|
| 174533R | Public | 31.795 | Harvester Road |

Exhibit B

Scope of Project Services

Scope of work includes, but is not limited to the following

- Field diagnostic(s) and inspections
- Plan, specification, and construction review
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Meetings and travel

Exhibit C
Billing Contact Information

| | |
|-------------------------------|---|
| Name | Mehul Patel |
| Title | Director of Public Works |
| Address | 1400 W. Hawthorne Lane, West Chicago, IL, 60185 |
| Work Phone | (630) 293-2255 |
| Cell Phone | |
| Email | mpatel@westchicago.org |
| Agency Project No. | |

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 23-R-0013 – Contract Award – Yellowstone Landscape – 2023 Parkway Tree Planting Program in an amount not to exceed \$44,720.00

AGENDA ITEM NUMBER:4.R.**COMMITTEE AGENDA DATE:** February 2, 2023**COUNCIL AGENDA DATE:** February 20, 2023**STAFF REVIEW:** Mehul T. Patel, P.E., CFM., Director of Public Works**SIGNATURE****APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE**

ITEM SUMMARY:

This project consists of providing and planting 130 parkway trees in various locations within the corporate limits of the City of West Chicago.

A Notice to Bidders was advertised in the Daily Herald on January 3, 2023 as well as on an online bidding platform QuestCDN. The sealed bids were opened on January 24, 2023. Of the two plan holders only one submitted a bid. The results are below.

| Bidder name | Bid Amount | Rank |
|---------------------------------------|-------------|------|
| Yellowstone Landscape, Plainfield, IL | \$44,720.00 | 1 |
| Estimate | \$42,500.00 | N/A |

Yellowstone Landscape (formerly Acres Group) completed the City's Parkway Tree Planting Program in 2018, 2020 and 2022, and its performance was satisfactory each year. Staff contacted performance references and all provided positive feedback and indicated they would use the company again. All indicated good quality trees and excellent work.

Staff recommends that a contract be awarded to Yellowstone Landscape, of Plainfield, Illinois, for services related to the 2023 Parkway Tree Planting Program, for an amount not to exceed \$44,720.00. Services related to the above referenced program will be funded from the Capital Projects Fund (08-34-53-4854) in which \$42,500 has been budgeted for FY2023. Capital Projects Fund account 08-34-53-4871 will supplement the additional \$2,220.

ACTIONS PROPOSED:

Approve Resolution No. 23-R-0013 authorizing the Mayor to execute a contract with Yellowstone Landscape of Plainfield, Illinois, for the 2023 Parkway Tree Planting Program for an amount not to exceed \$44,720.00.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 23-R-0013

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT AGREEMENT WITH YELLOWSTONE LANDSCAPE
FOR THE 2023 PARKWAY TREE PLANTING PROGRAM
IN AN AMOUNT NOT TO EXCEED \$44,720.00**

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 Yellowstone Landscape of Plainfield, Illinois, for the 2023 Parkway Tree Planting Program for an amount not to exceed \$44,720.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 20th day of February 2023.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

Executive Assistant Valeria Perez



City of West Chicago
Tabulation of Bids

**2023 PARKWAY TREE PLANTING
PROGRAM**

Date: January 24, 2023
11:00 AM
Opened by: Dave Shah
Recorded by: Jake Whiteaker

**Name and Address
of Bidder**

**YELLOWSTONE LANDSCAPE
23940 W ANDREW RD
PLAINFIELD, IL 60585**

**Approved
Engineer's
Estimate**

| ITEMS | | Units | Quantity | Unit Price | Total | Unit Price | Total |
|---------------------------|---------------------------|-------|----------|------------|---------------|------------|--------------------|
| 1 | FRONTIER EMM | EACH | 15.00 | | \$0.00 | \$324.00 | \$4,860.00 |
| 2 | BOWHALL MAPLE | EACH | 15.00 | | \$0.00 | \$335.00 | \$5,025.00 |
| 3 | AUTUMN BLAZE MAPLE | EACH | 20.00 | | \$0.00 | \$330.00 | \$6,600.00 |
| 4 | HACKBERRY | EACH | 15.00 | | \$0.00 | \$355.00 | \$5,325.00 |
| 5 | SWAMP WHITE OAK | EACH | 12.00 | | \$0.00 | \$350.00 | \$4,200.00 |
| 6 | STREETKEEPER HONEY LOCUST | EACH | 15.00 | | \$0.00 | \$330.00 | \$4,950.00 |
| 7 | BLACK TUPELO | EACH | 8.00 | | \$0.00 | \$445.00 | \$3,560.00 |
| 8 | EASTERN REDBUD | EACH | 10.00 | | \$0.00 | \$350.00 | \$3,500.00 |
| 9 | IVORY SILK LILAC | EACH | 10.00 | | \$0.00 | \$335.00 | \$3,350.00 |
| 10 | AMUR MAPL | EACH | 10.00 | | \$0.00 | \$335.00 | \$3,350.00 |
| Total As Read | | | | | | | \$44,720.00 |
| Total As Corrected | | | | | \$0.00 | | \$44,720.00 |