

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

INFRASTRUCTURE COMMITTEE

Thursday, April 6, 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 March 2, 2023
3. Public Participation / Presentations
4. Items for Consent
 - A. Approval of City Administrator's Execution of Two Year Contract with Dynegy Energy Services, LLC for the Supply of Electricity, June 1, 2023 – May 31, 2025
 - B. Procurement of Unleaded and Diesel Fuel from Al Warren Oil through DuPage County Joint Purchasing Program
 - C. Resolution No. 23-R-0030 – Contract Award – Consulting Engineering, Inc., for Services Related to the 2023 Water Distribution System Leak Survey for an amount not to exceed \$26,349.75
 - D. Resolution No. 23-R-0031 – Change Order No. 1 – Current Technologies Corporation for the 2022 WTP Security System Upgrade Project in the Not to Exceed Amount of \$4,000.00
 - E. Resolution No. 23-R-0032 – Contract Award – KLM Engineering, Inc. for Professional Engineering Services Related to the Fremont Street Water Tower Rehabilitation Project for an amount not to exceed \$83,590.00
 - F. Resolution No. 23-R-0033 – FGM Architects, Inc. – Professional Architectural Services related to Space Needs Assessment Study in the not to exceed amount of \$50,400.00
 - G. Resolution No. 23-R-0037 – Contract Award – Hoerr Construction, Inc. for the 2023 Sanitary Sewer Rehabilitation Project for a Base Bid Amount Not to Exceed \$561,800.00 and Reject Alternate Bid #1 and Alternate Bid #2
 - H. Resolution No. 23-R-0038 – Contract Award – Schroeder & Schroeder, Inc. for the 2023 Sidewalk and Curb Maintenance Program in an Amount Not to Exceed \$96,660.00
 - I. Resolution No. 23-R-0039 – RJN Group – Phase III Engineering Services for 2023 Sanitary Sewer Rehabilitation Project in the Amount Not to Exceed \$38,425.00

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Ruben Pineda
MAYOR
Nancy M. Smith
CITY CLERK

Michael L. Guttman
CITY ADMINISTRATOR

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

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

Draft

MINUTES

INFRASTRUCTURE COMMITTEE

March 2, 2023 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, Joe Morano, and Jeanne Short present. Alderman Matt Garling was present via teleconference.

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

2. **Approval of Minutes**

A. **Infrastructure Committee Minutes of February 2, 2023.** Alderman Morano made a motion, seconded by Alderman Brown to approve the Meeting Minutes of February 2, 2023.

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

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

4. **Items for Consent.** Alderman Beifuss requested discussion on Consent Item A, and Alderman Brown requested discussion on Consent Items B and G. **Alderman Dimas made a motion, seconded by Alderman Morano to approve:**

- C. Resolution No. 23-R-0022 – Great Lakes Urban Forestry Management. – Professional Services related to GIS Parkway Tree Inventory and Urban Forestry Management Plan in the not to exceed amount of \$51,370.00
- D. Resolution No. 23-R-0023 – Contract Award – Brothers Asphalt Paving, Inc. for the 2023 Roadway Rehabilitation Project Base Bid in an Amount Not to Exceed \$1,650,677.26 and Reject the Alternate Bid
- E. Resolution No. 23-R-0024 – Contract Award – Viking Brothers, Inc. for the Purchase of Course and Fine Aggregate Material Delivered for FY 2023 in an Amount Not to Exceed \$68,000.00
- F. Resolution No. 23-R-0025 – Contract Award – Operations Maintenance International, Inc. (OMI) - for Professional Services Related to the Removal and Replacement of the Aeration Blowers Project at the West Chicago/Winfield Wastewater Authority Regional Wastewater Treatment Plant

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

5. Items for Discussion.

4.A. Resolution No. 23-R-0020 – Layne Company – Professional Services Related to the Well Station No. 11 Rehabilitation Project for an Amount Not to Exceed \$220,429.00. Alderman Beifuss pulled this item for educational purposes. Mr. Patel explained that the City has five deep and four shallow wells that service the water needs of the City. Well No. 11 is one of the shallow wells and is showing signs of slowing production. The proposal related to this item is written as a worst case scenario; staff believes the total cost will be less and closer to the \$100,000.00-\$150,000.00 range. The necessary repairs will not be known until the well assembly is actually pulled and evaluated at the shop. However, it is not anticipated that a new motor will be needed for this well. **Alderman Dimas made a motion, seconded by Alderman Hallett to approve.**

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

4.B. Resolution No. 23-R-0021 – Change Order No. 1 – JSL Building Restoration Group, Inc. for the 2022 WTP Joint Sealant Replacement Project in the Not to Exceed Amount of \$29,400.00. Alderman Brown pulled this item for a brief overview. She also inquired if the included photos were the only areas of concern. Mr. Patel clarified that those are just examples of conditions around the fourth floor windows of the building, which were identified while JSL was working on the sealant replacement last year. Work on the original project is about 70% complete but was halted as the weather grew colder, and there was a shortage in the red-colored caulk required for some parts of the building. Work is anticipated to restart around mid- to late-March once the weather improves, and all work including the additional window sealing should be concluded about a month later. **Alderman Brown made a motion, seconded by Alderman Short to approve.**

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

4.G. Resolution No. 23-R-0026 – Contract Award – Swallow Construction Corp. for the 2023 Sophia Street Area Water Main and Streets Rehabilitation CDBG Project in an Amount Not to Exceed \$1,555,803.65. Alderman Brown expressed her concern regarding the budget shortfall for this project and how it may affect other budgeted projects for the year. Mr. Patel noted that that was a valid concern, and prices have increased industry-wide. This is a CDBG funded project, so the City has \$600,000.00 in funding to use by October 2023 or the funds are forfeited, and not utilizing the funds in time would jeopardize the City's chances of receiving CDBG funding in the future. Mr. Patel noted that some maintenance projects for this year can be done in-house to save money, and some can be cut to accommodate the Sophia Street CDBG project. Some discussion followed. **Alderman Brown made a motion, seconded by Alderman Hallett to approve.**

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

6. **Unfinished Business.** None.

7. **New Business.**

A. Bike Path Connectivity. Mr. Patel presented the Committee with a map of existing bike trails and previously identified points of interest along with proposed routes and streets to potentially connect them. He indicated that one possibility would be to remove existing sidewalk and put in 8-foot wide asphalt for a designated bike path, but this could get rather expensive depending on how many driveways it would cross. Mr. Patel noted that this map should be used to determine what locations are a priority moving forward so that plans can be made to address them over time. Some discussion followed. Upon Mr. Patel's suggestion, the Committee agreed to review the map and its contents and come back with comments in April.

B. Well No. 3 Pump Motor Failure. Mr. Patel advised the Committee that the pump motor for Well No. 3 failed last week, so that deep well is not currently operating. Staff obtained a proposal from Layne Company, which came back with a worst case scenario cost of \$254,000.00. This is also an unbudgeted item. Staff wanted to inform the Committee and hopefully move forward with the repair if the Committee was agreeable. Alderman Short asked how critical the repair is, and Mr. Patel explained that staff can supplement the water supply with other wells but the concern would be the possibility of another well failing while it is out of service. He also noted that Well No. 11 will be down during the rehab approved this evening under Item 4.A. The proposal includes replacement of the motor with a Byron Jackson brand motor to replace the current Sunstar brand, which has had numerous problems in the past. **Alderman Dimas made a motion, seconded by Alderman Morano, to move forward with the project and bring after-the-fact approval along with a budget amendment to a future Committee meeting.**

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

8. **Reports from Staff.** Mr. Patel reported that there are many Capital Improvement Projects coming up this year as well as maintenance and facilities projects, so there will be a busy construction season ahead. Please be patient with staff as they proceed.

9. **Adjournment.** At 8:00 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:

**APPROVAL OF CITY ADMINISTRATOR'S EXECUTION
OF TWO YEAR CONTRACT WITH DYNEGY ENERGY
SERVICES, LLC FOR THE SUPPLY OF ELECTRICITY,
JUNE 1, 2023 – MAY 31, 2025**

AGENDA ITEM NUMBER: 4A

FILE NUMBER: _____

COMMITTEE AGENDA DATE: April 6, 2023
COUNCIL AGENDA DATE: April 17, 2023

STAFF REVIEW: Mehul T. Patel, P.E., CFM – 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 cooperative known as the Northern Illinois Municipal Electric Cooperative (NIMEC) that represents over 30 municipalities, alternative pricing is obtained via competitive bid from four 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.

On February 20, 2023, City Council approved Resolution 23-R-0003 authorizing the City's participation in NIMEC and authorizing the City Administrator to approve a contract with the lowest cost electricity provider. On March 2, 2023, NIMEC obtained bids from four suppliers (i.e., AEP, Dynegy, MC Squared, and Constellation). Dynegy Energy Services won the bid and on Thursday, March 2, 2023, the City Administrator executed a two year contract (June 2023 thru May 2025) with Dynegy Energy for 0.05836 \$/kWh for contract year one from June 1, 2023, to May 31, 2024, and for \$0.05809 \$/kWh for contract year two from June 1, 2024, to May 31, 2025. The City has historically signed a three year contract but staff based on various parameters made a recommendation to sign a two year contract. The existing contract expires on May 31, 2023, and the City's current rate is \$0.04834 \$/kWh. Under the new contract, the City will be paying approximately 20% more for energy than the previous contract. The increase is due to the energy shortage and escalated inflation.

ACTIONS PROPOSED:

City Council approval of the City Administrator's execution of a two-year contract with Dynegy Energy Services, LLC for the supply of electricity for the City's Water Treatment Plant, all Well Stations, and all Sanitary Lift Stations.

COMMITTEE RECOMMENDATION:



ELECTRIC SERVICE AGREEMENT
EXHIBIT A – Standard Large Stable
Issued: March 1, 2023

This offer is presented to **CITY OF WEST CHICAGO** (“Customer”) by **DYNEGY ENERGY SERVICES, LLC** (“Supplier”) and represents a price for Customer’s full requirement retail power (“Retail Power”) needs at the service location(s) listed in Table 2, each service location referred to as an (“Account”). Upon acceptance, this offer will become Exhibit A of Supplier’s Electric Service Agreement Terms and Conditions (“Agreement”), a copy of which is attached. By signing this Exhibit A, Customer is authorizing Supplier to enroll each Account with the Utility (“Utility”) noted in Table 1.

Table 1					
Select Term:	Quote #:	Delivery Term Begins:	Delivery Term Ends:	Power Price (/kWh):	Voluntary REC Quantity (%):
<input type="checkbox"/>	Q-02205833	May 2023	May 2024	\$0.05836	N/A
<input checked="" type="checkbox"/>	Q-02205834	May 2023	May 2025	\$0.05809	N/A
<input type="checkbox"/>	Q-02205835	May 2023	May 2026	\$0.05887	N/A
Utility:		ComEd			
Regional Transmission Organization (RTO):		PJM			
Broker Consultant (If blank, N/A):		NIMEC			

Power Price: Supplier will arrange for delivery of Customer's Retail Power. The Power Price noted in Table 1 includes charges for energy, capacity, applicable Regional Transmission Operator, ancillary services and other market settlement charges, distribution and transmission energy losses, charges associated with the purchase, acquisition and delivery of renewable energy certificates (RECs) in accordance with the state-mandated Renewable Portfolio Standards (“RPS”) requirements, if applicable, the charge for additional voluntary RECs, and scheduling and load forecasting associated with the delivery of Customer's Retail Power. Such RPS Charge imposed on alternative retail energy suppliers (“ARES”) are due to expire as of June 1, 2019 pursuant to the Future Energy Jobs Bill (SB 2814), as amended. As of June 1, 2019, DYNEGY ENERGY SERVICES, LLC will no longer charge RPS Charge.

Voluntary REC Quantity: If applicable in Table 1, the Power Price in Table 1 will include a charge associated with the Voluntary REC Quantity requested by Customer. Retail Power shall be associated with the generation of electricity from a renewable energy resource such that the percentage required, when added to Customer’s obligation under the RPS of this Agreement, shall equal the Voluntary REC Quantity (%) selected in Table 1.

The Parties agree and understand a REC is separate from the Retail Power being delivered but, nonetheless, constitutes value associated with the provision of Retail Power. It is understood and agreed that any RECs purchased and retired in accordance with the aforesaid state mandate is not the property of Customer and Customer has no claim, interest, or right to said RECs, or any value derived therefrom.

Customer will incur additional service and delivery charges from the Utility, and Customer is solely responsible for payments of all charges related to the delivery of electricity from the Utility.

Net Metering. Customer must enroll, and be accepted in, as applicable by state law, Utility's net metering program in order to participate in net metering with Supplier.

The validity, interpretation and performance of this Agreement shall be governed by and performed in accordance with the laws of the State of Illinois, together with administrative and judicial decisions construing applicable provisions of the Illinois retail choice law, 220 ILCS 5/16-101 et al, and without regard to principles of conflicts of law.

This offer is contingent on acceptance by the Utility of the enrollment of Customer with Supplier. By signing below, you certify that 1) you are authorized on behalf of Customer to enter into this Agreement with Supplier, 2) Customer has read the Terms & Conditions of this Agreement and agrees to be bound by them, and 3) Customer authorizes Supplier to enroll the Account(s) listed in Table 2 with the Utility which will allow Supplier to provide retail electricity.

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IN WITNESS WHEREOF, subject to any of the foregoing execution conditions, the Parties have executed and delivered this Agreement on the date last signed by the Parties.

<p>DYNEGY ENERGY SERVICES, LLC</p> <p>By: <u>Michael Grimes</u> Name: <u>Michael Grimes</u> (Mar 2, 2023 15:20 CST) Title: <u>Manager, Third Party Channel Sales</u> Date: <u>Mar 2, 2023</u></p>	<p>CITY OF WEST CHICAGO</p> <p>By: <u>Michael L. Guttman</u> Name: <u>Michael L. Guttman</u> (Mar 2, 2023 14:13 CST) Title: <u>City Administrator</u> Date: <u>Mar 2, 2023</u></p> <p>**Signatory certifies authorization to enter in to this Agreement</p>
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BILLING AND NOTICE INFORMATION			
FEIN or DUNS#: _____			
<input type="checkbox"/> Check here if you are a local government entity as defined by 50 ILCS 505/Local Government Prompt Payment Act.			
If applicable, see Section 4 of the Terms & Conditions for below:			
<input type="checkbox"/> Check here to receive one master invoice that includes detailed usage by Account. If blank, an individual invoice for each Account will be issued.			
<input type="checkbox"/> Check here if you want invoices mailed to the Service Location, Attn: Accounts Payable. Otherwise, please complete Invoice information below.			
Invoices	(Complete below section)	Notices	
Attn:	<u>Accounts Payable</u>	Attn:	<u>Mehul Patel</u>
Address:	<u>IL</u>	Address:	<u>475 Main St</u> <u>WEST CHICAGO, IL 60185</u>
E-mail:	_____	E-mail:	<u>mpatel@westchicago.org</u>
Phone:	_____	Phone:	_____
Sales Contact		Notices/Inquires	
Name:	<u>Angie Ward</u>	Attn:	<u>Customer Care</u>
Address:	<u>1500 Eastport Plaza Dr</u> <u>Collinsville</u> <u>IL 62234</u>	Address:	<u>6555 Sierra Drive</u> <u>Irving</u> <u>TX 75039</u>
E-mail:	<u>angie.ward@vistraenergy.com</u>	E-mail:	<u>ContractLegal12@vistraenergy.com</u>
Phone:	_____	Phone:	<u>844-441-0716 Option-3</u>

Upon execution and delivery to Supplier, this Agreement is binding. Please retain a copy for your records and send a signed copy to ContractLegal12@vistraenergy.com. Supplier will forward all necessary documents to the Utility.

ELECTRIC SERVICE AGREEMENT
ACCOUNT INFORMATION SHEET FOR
CITY OF WEST CHICAGO AS OF 03/01/2023

TABLE 2			
Utility: ComEd			
	Account #	Bill Group	Service Location
1	0227125037	13	
2	0241157031	15	
3	0339005104	13	
4	0549013069	11	1450 S NELTNOR BLVD, WEST CHICAGO, IL 60185
5	0591045064	16	
6	0801047067	13	
7	0867006068	12	
8	1263097115	12	525 INDUSTRIAL DR, WEST CHICAGO, IL 60185
9	2369015058	13	
10	2453112020	13	
11	3629116019	13	
12	4139155047	13	320 FREMONT STREET, WEST CHICAGO, IL 60185
13	4455150075	12	699 SHINGLEOAK DR LIFT STATION, WEST CHICAGO, IL 60185
14	4623107044	13	
15	5379082037	13	
16	5603089000	11	
17	6051031019	13	
18	6247103088	12	
19	6289062000	12	
20	6639138020	12	

**ELECTRIC SERVICE AGREEMENT
GENERAL TERMS AND CONDITIONS**

This Electric Service Agreement ("Agreement") is between Supplier and Customer and is dated and effective as of the date the Exhibit A is signed by both parties. To the extent there is a conflict in the terms, interpretation or understanding of this Agreement and Exhibit A, the terms of Exhibit A shall supersede the terms of this Agreement.

1. ELECTRIC ENERGY SERVICES

Supplier shall supply and deliver to Customer and Customer shall exclusively purchase and receive from Supplier all Retail Power as defined in Exhibit A, pursuant to the terms and conditions which are described in the attached Exhibit A and incorporated herein for all purposes. The Retail Power will be delivered to the interconnection between the transmission system of the applicable transmission provider and the Utility's ("Utility") distribution system ("Delivery Point"). Customer's Utility will be responsible for delivery of Retail Power to Customer's meter from the Delivery Point. The delivery of Retail Power over the Utility's distribution system is subject to the terms and conditions of the Utility's tariff relating to delivery and metering. Customer's Utility will send Customer a notice confirming the switch to Supplier for electricity (the "Confirmation"). Customer shall provide written notice as soon as practicable of any changes to Customer's Account and meter numbers and/or billing locations associated with Customer's delivery services. Customer is solely responsible for payments of all charges related to the delivery of the Retail Power from the Utility whether billed to Supplier or Customer, and agrees to hold harmless and indemnify Supplier from any liability, demand or payment for same. Customer represents and warrants it is eligible to receive electric energy services from Supplier and that it has given all required notices to the supplier currently serving Customer, if applicable.

2. TERM OF AGREEMENT

After Supplier and the Utility process Customer's enrollment request, Retail Power delivery will begin for each Account with the first available meter reading date of the month noted under "Delivery Term Begins" in Table 1 or as soon as possible thereafter, and ends with the regularly scheduled meter reading date for the month noted under "Delivery Term Ends" in Table 1 on Exhibit A ("Term"). At the end of the Term of this Agreement, Supplier will return Customer to Utility default service, unless a written amendment has been executed to renew the Term. Notwithstanding the foregoing, the Term is subject to renewal pursuant to the conditions under Section 3, Monthly Renewal.

3. MONTHLY RENEWAL

This Agreement shall automatically continue on a monthly basis ("Renewal Term") at the rates determined by Supplier, which may vary from month to month. If Customer has not notified Supplier that Customer has elected to obtain Retail Power from another retail supplier, then Supplier may, in its sole discretion, place Customer on Renewal Term service or

Supplier may return Customer to Utility default service, thereby terminating this Agreement.

4. PAYMENTS/INVOICES

Supplier will issue an invoice via mail or e-mail based on actual usage data provided by the Utility as soon as practicable after the end of each Monthly Billing Cycle in which service was provided. Each invoice will include Supplier charges set forth in this Agreement and payments shall be received by Supplier within fourteen (14) Calendar Days following the issue date of each invoice, the "Due Date". Alternatively and upon mutual agreement of the Parties and approval by Utility, Supplier may issue an invoice that includes both Supplier charges set forth in this Agreement and the Utility's delivery service charges, in which case the Due Date shall be fourteen (14) days. All payments shall be made via an electronic method or check to the account specified on each invoice. Should the Utility fail to provide the customer's usage information to Supplier within five (5) Business Days after the published meter read date, Supplier reserves the right to provide the Customer with an estimated bill to be trued up in an invoice that follows receipt of the actual bill. Amounts not paid on or before the Due Date shall be deemed delinquent and a late payment charge equivalent to one and one-half percent (1.5%) will be assessed each month on the unpaid balance ("Interest Rate"). If Customer in good faith disputes the correctness of any invoice rendered under this Agreement, then Customer shall 1) provide written explanation of the basis of the dispute to Supplier no later than the Due Date and 2) pay the undisputed portion of the amount invoiced no later than the Due Date. If the disputed amount is determined to have been due by Supplier, it shall be paid to Supplier within five (5) Business Days of such determination, along with interest at the Interest Rate from and including the date such amount was due, but excluding the date paid. For purposes of this Agreement, "Business Day" shall mean any day except a Saturday, Sunday, or a Federal Reserve Bank holiday, and "Calendar Day" shall mean every day including Saturday, Sunday and Federal Reserve Bank holidays.

Alternatively, if eligible, Customer will receive a single bill from the Utility that contains Supplier charges set forth in this Agreement and Utility charges. Customer will make payments to the Utility according to the Utility's billing rules and schedules. Failure to pay Supplier charges may result in the Account(s) being returned to the Utility's standard service and forfeiture of Customer's right to choose another retail electric service provider until past due amounts are paid. Failure to pay invoice charges may result in the Account(s) being disconnected in accordance with the Utility's business practices. If, due to Utility rules, any Account(s) become ineligible for a single bill from the Utility at any time during contract, then Supplier will issue an invoice for all ineligible Account(s). Supplier's invoice will reflect the Power Price for Retail Power times the kWh each month for those accounts billed by supplier, and Customer will make

payments to Supplier in the terms described above in Supplier billing.

If Customer is a state government entity as defined by its local government Prompt Payment Requirements Act indicated in Exhibit A, then, in such event, said Act shall control with regard to the calculation of payment due dates and late payment charges. All other provisions in this paragraph remain the same and are in effect.

5. CUSTOMER INFORMATION

Customer authorizes Supplier to receive current and historical energy billing and usage data from the Utility and such authorization shall remain in effect unless Customer rescinds such authorization in writing. Supplier reserves the right to cancel this Agreement in the event that Customer rescinds such authorization. Customer has the right to request from Supplier, twice within a twelve (12) month period without charge, up to twenty-four (24) months of Customer's payment history.

6. TAXES

Except for taxes on the gross income and property of Supplier, all federal, state, and municipal or other governmental subdivision taxes, assessments, fees, use taxes, sales taxes or excise taxes, or similar taxes or fees incurred by reason of Retail Power sold under this Agreement are the sole responsibility of Customer, and Customer agrees to hold harmless and indemnify Supplier from any liability, demand or payment for same. It is understood that Supplier is responsible for all taxes applicable prior to Supplier's delivery to the Delivery Point, and Supplier agrees to hold harmless and indemnify Customer from any liability, demand or payment for same.

7. CREDIT

Should Customer's creditworthiness or financial condition deteriorate following the date of this Agreement, Supplier may request adequate financial security from Customer in a form acceptable to Supplier as determined in a commercially reasonable manner. The failure of Customer to provide adequate financial security to Supplier within ten (10) Business Days of a written request by Supplier shall be considered an Event of Default under Section 14. For purposes of this Section, creditworthiness or financial condition shall be determined by Supplier in a commercially reasonable manner, based upon but not limited to, reasonable concern over Customer's payment pattern, discovery of negative or derogatory public information, and/or based upon a review of Customer's most recently audited annual financial statements or such other documents that may be necessary to adequately determine Customer's creditworthiness (which, if available, shall be supplied by Customer upon the reasonable request of Supplier). In addition the determination of creditworthiness or financial condition may include consideration of the market exposure assumed by Supplier relevant to the liquidation value of this Agreement under Section 14.

8. CONFIDENTIALITY

Customer and Customer's agents and Supplier and/or Supplier's agents shall treat as confidential all terms and conditions of this Agreement, including all information and documentation exchanged by the Parties during the negotiations of this Agreement. Neither Party will disclose terms and conditions of this Agreement to any other party, except as required by law. Notwithstanding the foregoing, Supplier and/or Supplier's agents and Customer and/or Customer's agents shall be allowed to acknowledge that an Agreement for Retail Power services does exist between the Parties. At Supplier's discretion, third-party agents of Customer may be asked to execute a confidentiality agreement.

9. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

Supplier warrants title to all Retail Power delivered hereunder, and sells such Retail Power to Customer free from liens and adverse claims to the delivery point. THIS IS SUPPLIER'S ONLY WARRANTY CONCERNING THE RETAIL POWER PROVIDED HEREUNDER, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. UTILITY WILL PROVIDE DELIVERY SERVICES UNDER THIS AGREEMENT; THEREFORE SUPPLIER IS NOT LIABLE FOR ANY DAMAGES RESULTING FROM FAILURE BY THE UTILITY OR RTO. SUPPLIER DOES NOT GUARANTEE UNINTERRUPTED SERVICE AND SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY CUSTOMER BY REASON OF ANY FAILURE, ALTERATION OR INTERRUPTION OF SERVICE. NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, INCURRED BY THE OTHER PARTY.

10. FORCE MAJEURE

If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming

Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to: acts of God, fire, flood, earthquake, war, riots, strikes, walkouts, lockouts and other labor disputes that affect Customer or Supplier. Force Majeure shall not be based on 1) Customer's inability to economically use the Retail Power purchased hereunder; or 2) Supplier's ability to sell the Retail Power at a price greater than the price under this Agreement.

11. CHANGE IN LAW OR REGULATORY EVENT

In the event that any change in or enactment of any rule, regulation, Utility operating procedure, tariff, ordinance, statute, or law affecting the sale or transmission, distribution, or purchase or other obligation under this Agreement (including but not limited to any administrative ruling, interpretation, or judicial decision), or any new or increased charges to maintain system reliability affects Supplier's costs to deliver Retail Power, as determined in Supplier's reasonable discretion (a "Change in Law"), Supplier shall 1) provide written notice to Customer of the change, 2) specify the effect on price necessary to accommodate the Change in Law, and 3) state the date upon which such new pricing shall be effective, which date shall not be less than thirty (30) days from the date of the written notice and shall coincide with the next Monthly Billing Cycle invoice that follows the thirty (30) day period. Customer agrees that it shall be bound by the new pricing set forth in the written notice described in the foregoing provision.

12. ASSIGNMENT/CUSTOMER NAME CHANGE

This Agreement shall be binding on each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, 1) Supplier may assign its rights and obligations under this Agreement to an affiliate without consent of the Customer, or 2) the assigning party ("Assignor") shall be released from all liability under this Agreement if assignee agrees in writing to be bound by the terms and conditions and assumes the liability of Assignor under this Agreement.

If Customer undergoes a change of legal name during any term of this Agreement, Customer is responsible for notifying the Utility and Supplier of such change in Customer's legal name (such new name, the "New Name") as soon as practicable. Customer further agrees to take any and all steps as may be required by the Utility to continue as Supplier's customer or to re-enroll with Supplier.

13. WAIVER

Except as otherwise set forth in this Agreement, failure or delay on the part of either Party to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

14. EVENTS OF DEFAULT

Definition: An "Event of Default" shall mean, with respect to a defaulting party (the "Defaulting Party"), the occurrence of

any of the following: (a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) Business Days (as such term is defined in Section 4 above) after written notice of such failure; (b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated; (c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party's obligations to deliver or receive where such Party has made payments due for such failure to deliver or receive) if such failure is not remedied within five (5) Business Days (as such term is defined in Section 4 above) after written notice by Supplier to Customer; (d) such Party (1) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (2) makes an assignment or any general arrangement for the benefit of creditors, (3) otherwise becomes bankrupt or insolvent (however evidenced), or (4) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets as part of bankruptcy proceeding or reorganization for the benefit of creditors; (e) the failure of Customer to satisfy the creditworthiness/collateral requirements under Section 7 of this Agreement; or (f) a Party consolidates or merges with or into, or transfers all or substantially all of its assets to another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement, or the resulting, surviving or transferee entity does not satisfy the creditworthiness requirements/collateral requirement set forth in Section 7 of this Agreement (each, an "Event of Default").

Suspension and Early Termination: If an Event of Default occurs, the non-defaulting Party ("the Non-Defaulting Party") may, at its option and in its sole discretion, 1) suspend its performance under this Agreement, or 2) terminate this Agreement ("Early Termination"), at which Early Termination, the Non-Defaulting Party shall have the right to liquidate this Agreement and to demand payment of, which the defaulting Party ("the Defaulting Party") shall pay upon invoice, a settlement amount which shall be equal to a) if Customer is the Defaulting Party, any unpaid invoices plus the positive difference (if any) of the Power Price minus the Market Price multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term or Renewal Term, or b) if Supplier is the Defaulting Party, the net result of any unpaid invoices by Customer to Supplier and, the positive difference (if any) of the Market Price minus the Power Price multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term or Renewal Term. Any such calculation shall be discounted to present value, plus other costs, expenses and charges under this

Agreement which the Non-Defaulting Party incurs as a result of such Early Termination, in addition to and without prejudice to any right of setoff, recoupment, combination of accounts, lien or other right to which the Non-Defaulting Party is otherwise entitled, whether by operation of law, equity, contract or otherwise as a result of the Event of Default and early termination of this Agreement, subject to any limitations on liability as set forth in Section 9 WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY. For the purposes of this section "Market Price" shall mean the amount, as determined by the Non-Defaulting Party, that a bona fide third party would pay for the subject kWh at the then current prevailing energy prices. The non-Defaulting Party may consider, among other things, quotations from the leading dealers in the wholesale energy industry, internally developed forward market prices and other bona fide third party offers as commercially available to the Non-Defaulting Party, which will be adjusted, as necessary, for the period and differences in transmission costs, volume, and other factors, as reasonably determined by the Non-Defaulting Party.

15. MISCELLANEOUS

This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes and extinguishes any and all prior oral or written agreements between the parties concerning the subject matter of this Agreement. This Agreement may only be modified or amended through a written document signed by both parties. Except as otherwise set forth in this Agreement, failure or delay on the part of Supplier to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

16. FORWARD CONTRACT/NON-UTILITY ACKNOWLEDGEMENT

The Parties agree this Agreement is construed and understood to be a "forward contract" as defined by the U.S. Bankruptcy Code. Each party agrees that, for purposes of this Agreement, the other party is not a "utility" as such term is used in Section 366 of the U.S. Bankruptcy Code, and each party waives and agrees not to assert the applicability of the provisions of such Section 366 in any bankruptcy proceeding wherein such party is a debtor.

17. RESOLUTION OF DISPUTES/ARBITRATION

If a question or controversy arises between the Parties concerning the observance or performance of any of the

terms, provisions or conditions contained herein or the rights or obligations of either Party under this Agreement, such question or controversy shall in the first instance be the subject of a meeting between the Parties to negotiate a resolution of such dispute. Such meeting shall be held within fifteen (15) days of a written request by either Party. If within fifteen (15) days after that meeting the Parties have not negotiated a resolution or mutually extended the period of negotiation, the question or controversy shall be resolved by arbitration in accordance with arbitration procedures established from time to time by the American Arbitration Association ("AAA"). The panel of arbitrators to be provided shall be competent in their expertise and qualifications to understand and arbitrate the dispute. In addition to the arbitration procedures established by the AAA, arbitration shall be conducted pursuant to the Federal Rules of Evidence. The arbitrators may award only damages as allowed for by this Agreement, and attorney fees and other legal costs. Any decision and award of the majority of arbitrators shall be binding upon both Parties. Judgment upon the award rendered may be entered in any court of competent jurisdiction.

18. EXECUTION

Customer may provide Supplier with an executed facsimile copy of the Agreement, or other form of an electronic execution of the Agreement, and in such event the Agreement is binding on the Parties upon acceptance and execution by Supplier, and shall be deemed an original.

19. CHANGES IN CONSUMPTION

Customer will provide Supplier advanced notification of any planned shut-downs or known or anticipated changes to Customer's operations that will have an impact on Supplier's ability to accurately forecast Customer's load and/or notice of any Account closings that may occur or may be expected to occur during the Term. Supplier may incorporate a request that Customer provide a periodic production or load forecast to aid in forecasting Customer's load requirements as part of the terms of this Agreement.

20. CUSTOMER SERVICE

For questions about your invoice or Supplier service, please contact our Customer Care Department by calling Supplier at the toll free number listed on the Notices Schedule. To report a service outage in an emergency or for any other questions, please contact your Utility directly.

Signature: Esteban Garcia
Esteban Garcia (Mar 2, 2023 15:15 CST)

Email: contractlegal12@txu.com

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY


ITEM TITLE:

Procurement of Unleaded and Diesel Fuel from Al Warren Oil through DuPage County Joint Purchasing Program

AGENDA ITEM NUMBER: 4.B.
COMMITTEE AGENDA DATE: April 6, 2023

COUNCIL AGENDA DATE: April 17, 2023

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

SIGNATURE 
APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE _____

ITEM SUMMARY:

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

Prior to Fiscal Year 2015, the City had participated in the Suburban Purchasing Cooperative (SPC) Joint Purchasing Program for fuel purchase. Since 2015, the City has participated in DuPage County's Joint Purchasing Program for fuel purchase and delivery. In January 2019, DuPage County agreed to add the City of West Chicago and its estimated fuel quantities to the bid proposal document under a bid category titled "Group 3 - DuPage County Entities". This contract was subsequently renewed for 2020, 2021, and 2022.

In January 2023, DuPage County agreed to add the City of West Chicago and its estimated fuel quantities to the bid proposal document. The bid proposal was advertised on February 6, 2023, and bids were opened on February 28, 2023. Al Warren Oil was the lowest bidder. The following table represents City of West Chicago quantities and pricing.

Bid Item No.	Bid Item	Units	West Chicago Quantity	Mark Up (+)/Discount (-) cents/gal	Unit Price (\$)	Extended Price (\$)
2	Gasoline – 89 Octane	GAL	40,000	-0.0165	2.5805	\$103,220.00
3	Ultra Low Sulfur Diesel 1	GAL	6,000	0.2000	3.9407	\$23,644.20
4	Ultra Low Sulfur Diesel 2	GAL	24,000	0.0450	3.0180	\$72,432.00

Although fuel costs vary on date of delivery, the City's annual fuel usage for Fiscal Year 2022, based on the average of the past four years is estimated to be approximately 61,000 gallons (42,500 gallons for unleaded and 18,500 gallons for diesel) for an estimated cost of approximately \$211,000.00. This cost is estimated based on the past four year average price per gallon of \$2.52 for unleaded and \$2.65 for diesel. In addition, the Fire Protection District and School District 94 use the City's fueling station and are estimated to use approximately 21,000 gallons (7,500 gallons of unleaded and 13,500 gallons for diesel) of fuel for an estimated cost of \$54,500. Each District reimburses the City for the portion of fuel it uses. In FY2022, the City paid \$307,317.86 for fuel of which, \$220,148.05 was for City fuel and \$87,167.81 was for other Districts. It is estimated that the combined fuel cost for Fiscal Year 2023, using the bid prices including delivery cost mark-up for all users will be approximately \$316,000.00. There is currently \$219,900.00 budgeted in Fiscal Year 2023 for the City's fuel needs across multiple accounts.

CITY OF WEST CHICAGO

The table below shows an illustration of average use of fuel over the last four years by entity along with estimated cost of the fuel at an average price for the past four years (\$2.52 for unleaded and \$2.65 for diesel), highest price paid in the past four years (\$3.51 for unleaded and \$4.01 for diesel), most recent fuel delivery price (\$2.95 for unleaded and \$3.82 for diesel) and a hypothetical price for 2023 using average statewide price on March 22, 2023 (\$3.70 for unleaded and \$4.25 for diesel). At this time, staff is unsure where the fuel prices will be for the remainder of the FY2023.

Entity	Avg. Consumption - Past 4 years(Gals)	Avg. Price - Past 4 years (\$)	Highest Price - Past 4 years (\$)	Most Recent Delivery Price Feb 2023 (\$)	Hypothetical Delivery Price - IL Avg. (\$)
City - Unleaded	42425.10	\$106,753.28	\$148,962.34	\$125,154.05	\$156,972.87
School/FPD - Unleaded	7443.83	\$18,730.72	\$26,136.64	\$21,959.28	\$27,542.15
City - Diesel	18439.00	\$48,799.85	\$73,953.75	\$70,436.98	\$78,365.75
School/FPD - Diesel	13537.98	\$35,829.01	\$54,297.09	\$51,715.06	\$57,536.39
Estimated delivery markup		\$3,094.34	\$3,094.34	\$3,094.34	\$3,094.34
Total		\$213,207.21	\$306,444.16	\$272,359.72	\$323,511.51
Total (includes 3% escalation)		\$219,603.42	\$315,637.48	\$280,530.51	\$333,216.85

Staff seeks authorization to use the DuPage County Joint Purchasing Program to purchase, and have delivered, unleaded gasoline and diesel fuel from Al Warren Oil for the period April 1, 2023, thru March 31, 2024.

ACTIONS PROPOSED:

Authorize the purchase and delivery of Unleaded Gasoline and Diesel Fuel, from April 1, 2023, thru March 31, 2024, from Al Warren Oil, using pricing obtained through the DuPage County Joint Purchasing Program, for an amount not to exceed \$316,000.00.

COMMITTEE RECOMMENDATION:



THE COUNTY OF DUPAGE
 FINANCE - PROCUREMENT
 GASOLINE AND DIESEL FUEL 23-011-DOT
 BID TABULATION

NO.	ITEM	UOM	QTY	AL WARREN OIL CO.			Petroleum Traders Corporation			Offen Petroleum		
				MARK-UP (+) OR DISCOUNT (-) cents/gal	PRICE	EXTENDED PRICE	MARK-UP (+) OR DISCOUNT (-) cents/gal	PRICE	EXTENDED PRICE	MARK-UP (+) OR DISCOUNT (-) cents/gal	PRICE	EXTENDED PRICE
1	Gasoline - 87 Octane	GAL	819457	0.0450	\$ 2.3905	\$ 1,958,911.96	0.0595	\$ 2.4050	\$ 1,970,794.09	0.0699	\$ 2.4154	\$ 1,979,316.44
2	Gasoline - 89 Octane*	GAL	558000	-0.0165	\$ 2.5805	\$ 1,439,919.00	0.0295	\$ 2.6265	\$ 1,465,587.00	0.0699	\$ 2.6669	\$ 1,488,130.20
3	Ultra-Low Sulfur Diesel #1**	GAL	16458	0.2000	\$ 3.9407	\$ 64,856.04	0.0521	\$ 3.7928	\$ 62,421.90	0.0625	\$ 3.8032	\$ 62,593.07
4	Ultra-Low Sulfur Diesel #2**	GAL	337500	0.0450	\$ 3.0180	\$ 1,018,575.00	0.0521	\$ 3.0251	\$ 1,020,971.25	0.0625	\$ 3.0355	\$ 1,024,481.25
5	Ultra-Low Sulfur Diesel #2+ Winter Additive	GAL	97500	0.0450	\$ 3.0606	\$ 298,408.50	0.0721	\$ 3.0451	\$ 296,897.25	0.0900	\$ 3.1056	\$ 302,796.00
6	Ultra-Low Sulfur Diesel Blended	GAL	61000	0.0450	\$ 3.1715	\$ 193,461.50	0.0521	\$ 3.1019	\$ 189,215.90	0.0625	\$ 3.0355	\$ 185,165.50
7	Biodiesel - B2	GAL	88600	0.0450	\$ 3.0305	\$ 268,502.30	0.0521	\$ 3.0376	\$ 269,131.36	0.0625	\$ 3.0480	\$ 270,052.80
8	Biodiesel - B5	GAL	165462	0.0450	\$ 3.0381	\$ 502,690.10	0.0521	\$ 3.0452	\$ 503,864.88	0.0625	\$ 3.0556	\$ 505,585.69
9	Biodiesel - B11	GAL	15000	0.0450	\$ 3.0381	\$ 45,571.50	0.0521	\$ 3.0402	\$ 45,603.00	NO BID		
10	Biodiesel - B20	GAL	60000	0.0450	\$ 3.0431	\$ 182,586.00	0.0521	\$ 3.0502	\$ 183,012.00	0.0625	\$ 3.0606	\$ 183,636.00
11	Off-Road Diesel with Winter Additive	GAL	100000	0.1000	\$ 3.1206	\$ 312,060.00	0.0721	\$ 3.0501	\$ 305,010.00	0.0900	\$ 3.1205	\$ 312,050.00
12	Off-Road Diesel	GAL	26473	0.1000	\$ 3.0780	\$ 81,483.89	0.0521	\$ 3.0301	\$ 80,215.84	0.0625	\$ 3.0930	\$ 81,880.99
13	Biocide Additive	GAL		0.0500			0.0400			NO BID		
GRAND TOTAL						\$ 6,367,025.80			\$ 6,392,724.47			\$ 6,395,687.93

NOTES

- Price is reflective of OPIS LOW Chicago Rack Base Published price list for January 14, 2023.
- Offen Petroleum a) provided a price of \$3.1056/gal on line 5. When extended pricing was adjusted from \$306,769.00 to \$306,796.00 and b) Grand Total adjusted to \$6,395,687.93.

Bid Opening 2/28/2023 @ 2:30 PM	VC, NE
Invitations Sent	11
Total Vendors Requesting Documents	3
Total Bid Responses	5

Campbell Transport LLC.			Pilot Travel Centers LLC dba Saratoga Rack Marketing LLC		
MARK-UP (+) OR DISCOUNT (-) cents/gal	PRICE	EXTENDED PRICE	MARK-UP (+) OR DISCOUNT (-) cents/gal	PRICE	EXTENDED PRICE
0.0757	\$ 2.4212	\$ 1,984,086.91	0.0119	\$ 2.3574	\$ 1,931,787.93
0.0757	\$ 2.6727	\$ 1,491,378.60		NO BID	
0.0757	\$ 3.8164	\$ 62,810.67		NO BID	
0.0757	\$ 3.0487	\$ 1,028,943.51		NO BID	
0.0757	\$ 3.0913	\$ 301,403.85		NO BID	
0.0757	\$ 3.2023	\$ 195,337.95		NO BID	
0.0757	\$ 3.0612	\$ 271,224.22		NO BID	
0.0757	\$ 3.0688	\$ 507,773.34		NO BID	
0.0757	\$ 3.0638	\$ 45,957.32		NO BID	
0.0757	\$ 3.0738	\$ 184,429.29		NO BID	
0.0757	\$ 3.0963	\$ 309,632.15		NO BID	
0.0757	\$ 3.0537	\$ 80,841.17		NO BID	
1.5000				NO BID	
		\$ 6,463,818.97			\$ 1,931,787.93

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 23-R-0030 – Contract Award – Consulting Engineering, Inc., for Services Related to the 2023 Water Distribution System Leak Survey for an amount not to exceed \$26,349.75

AGENDA ITEM NUMBER: 4.C.

COMMITTEE AGENDA DATE: April 6, 2023

COUNCIL AGENDA DATE: April 17, 2023

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

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE _____

ITEM SUMMARY:

Since 2020, the City has conducted leak detection surveys of the water distribution system. A leak detection survey is a physical evaluation of a water system to identify specific leaks in the water system. The survey is performed using non-invasive methods utilizing listening devices to find leaks in pipes or fittings within the water distribution system. To date, this program has been successful in reducing the City's water loss, which is often referred to as non-revenue water because the water is produced but never reaches the end user. This might be due to leaks in aging watermain, metering inaccuracies, or unmetered consumption, such as water used from fire hydrants. After its first leak detection survey in 2020, the City significantly reduced its average daily water production. A total of 36 system leaks were found by the vendor and repaired by City staff, reducing water loss by approximately 350,000 gallons per day or 128 million gallons per year.

Staff solicited proposals for the 2023 leak survey. The scope of work includes surveying approximately 147 miles of watermain, using acoustic leak detection equipment to identify and pinpoint water leaks in metallic and non-metallic watermain pipe in the City's entire water distribution system. All leak locations will be recorded using the GPS and will be transferred to City's mapping system for future capital improvement planning. Three proposals were received.

CONTRACTOR	BID SUBMITTAL AMOUNT	OVERALL RANK
Consulting Engineering Inc.	\$26,349.75	1
ME Simpson	\$35,054.00	2
Associated Technical Services	\$36,210.24	3

Consulting Engineering, Inc. of Strongsville, Ohio, submitted the lowest responsible bid of \$26,349.75. Reference checks were performed with favorable results. Therefore, it is staff's recommendation that a contract be awarded to Consulting Engineering, Inc. of Strongsville, Ohio, for the 2023 water system leak survey, in an amount not to exceed \$26,349.75. Associated Technical Services (ATS) has performed similar services for the City over the past few years.

In FY2023, \$30,000.00 has been budgeted in the Water Fund (06-34-47-4418) and remains available for this work. The project start time will be determined based on contractor availability and should take three weeks to complete. Staff is anticipating that the majority of the survey work will occur during the spring of 2023.

ACTIONS PROPOSED:

Approve Resolution No. 23-R-0030 authorizing the Mayor to execute a contract with Consulting Engineering, Inc. of Strongsville, Ohio, for the 2023 Water System Leak Survey for a contract amount not to exceed \$26,349.75.

CITY OF WEST CHICAGO

COMMITTEE RECOMMENDATION:

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RESOLUTION NO. 23-R-0030

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT WITH CONSULTING ENGINEERING, INC. FOR THE
2023 WATER SYSTEM LEAK SURVEY
FOR A CONTRACT AMOUNT NOT TO EXCEED \$26,349.75**

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 Consulting Engineering, Inc. of Strongsville, Ohio, for the 2023 Water System Leak Survey for a contract amount not to exceed \$26,349.75, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 17th day of April 2023.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

Executive Assistant Valeria Perez

**Proposal for
Leak Detection Survey for Water Distribution System**

City of West Chicago, IL



Table of Contents

1 Cover Letter	p.3
2 Capacity and Team Structure	pp.4-7
3 Statement of Qualifications	
• Executive Summary	p.8
• Quality and Features of Proposed Equipment	pp.9-12
• Methodology/Approach and Schedule	pp.13-15
• Policy & Affiliation Statements	p.16
• Representative Projects	pp.17-20
4 Price Proposal	p.21



CONSULTING ENGINEERING, INC.

1. Cover Letter

Consulting Engineering Inc. (CEI), MBE/DBE/CSB/RSB/SBE/EDGE-certified, is pleased to submit its technical proposal through this cover letter to the City of West Chicago for their Leak Detection Program.

We believe our response meets the requirements set out by the City of West Chicago in the contract documents. If the City of West Chicago determines that CEI's response is deficient in any way, CEI respectfully requests to be notified and, where appropriate, given the opportunity to correct any such deficiency.

CEI's methodology will abide by West Chicago's technical specifications. Our schedule has no commitment conflicts.

Please, forward any questions, comments, or concerns regarding this solicitation response to Y Chan via the contact information below. On behalf of the CEI team, we thank you for the opportunity to respond to these contract documents and look forward to serving the City of West Chicago.

Sincerely,

Y Chan
Civil Engineer | Principal Owner
440-238-9699 x206
Y.Chan@cengr.co

2. Capacity and Team Structure

All services stated in the Scope of Work will be provided by the following team.

Project Manager – 20+ years of experience



Y Chan is the Principal Owner and a Civil Engineer with a BSCE from the Ohio State University with a specialization in Structural Engineering (2003) who has managed civil design projects and leak detection programs for CEI since 2013. He managed all projects listed in this proposal while performing sounding and pinpointing, as needed. In addition to managing leak detection and water audit projects, Mr. Chan has managed and designed civil engineering and construction administration projects around the nation for ODOT, OTIC, PATH, NYCDOT, NYSDOT, PennDOT, MTA, MetroNorth, NHDES, GSA, Veterans Affairs, and numerous government entities. He is the architect of CEI's ESRI/ArcGIS program used for documenting listening points including asset defects, GIS mapping errors, photos, and acoustic results in ArcGIS Collector so the data is readily accessible. He is a DOT-certified flagger, CPR-certified, and experienced in all Bentley programs, all AutoDesk programs, and Cartegraph. He manages all budgeting, scheduling, communications, data analysis, and reports.

Experienced Oversight – 30+ years of experience



Ray C. S. Chan, P.E., is the founder of CEI. He is a Structural and Hydraulic Engineer with his BSCE from the University of Illinois at Urbana-Champaign and masters from Virginia Tech. He is well-acquainted with water infrastructure projects, specializing in leak detection in the Cleveland Water System; the majority of the Cleveland master-metered suburban cities, including City of East Cleveland, Cleveland Heights (a client since 1990), the City of Bedford, the City of Lakewood, and other surrounding suburbs; and across North America.

Ray C. S. Chan, P.E., will be responsible for the program oversight. Mr. Chan has specialized in leak detection and location since 1974. He was the engineer-in-charge for Pitometer Associates (now, ADS), assigned to the Cleveland Water Department in the early '80s where he detected and pinpointed leaks for the 5,360-mile system. Being in business for over thirty years, Mr. Chan believes in a safety-oriented team effort focused on clear communication while meeting clearly established and measurable goals.

Field Services Leader – 15+ years of experience



Maurice Little's input is critical in the purchase of all water leak detection equipment. He is an expert in the use of all CEI leak detection equipment and the training of field technicians.

With thousands of miles of water utility experience, he has performed & executed all field services in this proposal. His conceptual skills, leak detection training, and field experience provide for the skills, knowledge, and expertise to evaluate and pinpoint leaking assets, document findings, and make recommendations for rehabilitation. Training and Certifications include ArcGIS Collector, Cartegraph, OSHA 30, Field Operations Classroom Training, Valve Operator, Truck Safety, Equipment and Inspection Training, Trimble Operation and Data Management Training, First Aid/CPR Certification, Confined Space Entry Trained, Flagger Certification, Hydrant Flushing/Flow Trained (AWWA M17, NFPA 291), DOT Certified Vehicle Driver.

In addition to CEI projects, Mr. Little has performed the following:

19655 Tanbark Ln; Strongsville, OH 44149
Tel: 440.238.9699 Email: ce@cengr.co Website: www.cengr.co



CONSULTING ENGINEERING, INC.

Client	Years	Leak Detection	Valve &/or Hydrant Assessment	UDF	Confined Space	System Iso. (Shut-downs)	On-Call Services	Metallic	Non-Metallic	Miles
Anne Arundel County, MD	2017	Yes	Yes					Yes		210
Baltimore City, MD	2007-2013	Yes	Yes		Yes	Yes	Yes	Yes		160
Baltimore County, MD	2007-2013	Yes	Yes		Yes	Yes	Yes	Yes		220
Batavia, IL	2017-2018	Yes						Yes		190
Bayonne, NJ	2015	Yes						Yes		130
Buffalo Grove	2020-2022	Yes					Yes	Yes		183
Carol Stream, IL	2018	Yes	Yes	Yes				Yes		140
Charles County, MD	2017	Yes	Yes					Yes		150
Cleveland, OH (CWD)	2016-2017	Yes	Yes				Yes	Yes		2,100
DC Water	2010	Yes	Yes					Yes		660
Dupage, IL	2014	Yes		Yes				Yes		160
Edenton, NC	2009	Yes	Yes					Yes		130
Flagstaff, AZ	2017-2018	Yes	Yes					Yes	Yes	220
Georgia Environmental Finance Authority	2015	Yes						Yes		1,200
Hays, KS	2015	Yes						Yes		106
Howard County, MD	2016-2017	Yes	Yes				Yes	Yes		500
Jersey City, NJ	2015	Yes						Yes		210
Lakewood, OH	2020-2022	Yes						Yes		240
Lowell, MA	2019	Yes						Yes		215
Massachusetts Water Resources Authority	2015, 2016, 2018	Yes					Yes	Yes		3,735
McKinney, TX	2011	Yes						Yes	Yes	120

Client	Years	Leak Detection	Valve &/or Hydrant Assessment	UDF	Confined Space	System Iso. (Shut-downs)	On-Call Services	Metallic	Non-Metallic	Miles
Middleborough, MA	2017	Yes						Yes		135
Minneapolis, MN	2015	Yes						Yes		440
Needham, MA	2012	Yes						Yes		150
New Hampshire Department of Environmental Services	2018	Yes						Yes		732
Norridge, IL	2017	Yes		Yes				Yes		44
North Kentucky, KY	2016	Yes					Yes	Yes		160
Pagosa Springs, CO	2015	Yes						Yes		240
Piqua, OH	2017	Yes					Yes	Yes		110
Pontiac, MI	2015	Yes	Yes					Yes		
Puerto Rico Aqueducts & Sewers Authority	2015	Yes					Yes	Yes	Yes	1,700
San Antonio Water System	2015	Yes						Yes		2,400
Surrey, British Columbia Canada	2017	Yes					Yes	Yes	Yes	180
Waco, TX	2014	Yes						Yes	Yes	190
West Palm Beach, FL	2014	Yes	Yes	Yes				Yes	Yes	170
Wilson, NC	2015	Yes	Yes					Yes		130
WSSC, MD	2014, 2015	Yes	Yes					Yes		1,700

Field Services Technician – 15+ years of experience

Damian Booker has conducted acoustic surveying and valve box assessment & cleaning for Tucson, AZ; Buffalo Grove, IL; Carol Stream, IL; Oak Park, IL; Park Ridge, IL; Montgomery, PA; Baltimore, MD; Cleveland, OH, & Lakewood, OH. Mr. Booker has experience with Vivax-Metrotech, CST-Berger, Sub-Surface and SebaKMT products as well as traditional equipment. Mr. Booker has been trained and performs work on ArcGIS Collector and Cartegraph. OSHA 10 Certified.

Field Services Technician – 5+ years of experience

Calvin Roberts has conducted acoustic surveying and valve box assessment & cleaning for Flagstaff, AZ; Springfield, IL; Carol Stream, IL; Lowell, MA; Buffalo Grove, IL; Oak Park, IL; Park Ridge, IL; Diablo, CA; Montgomery, PA; Cleveland, OH; & Lakewood, OH. Mr. Roberts has experience with Vivax-Metrotech, CST-Berger, Sub-Surface and SebaKMT products as well as traditional equipment. He has been trained and performs work on ArcGIS Collector and Cartegraph. OSHA 10 Certified.



Field Services Technician – 3+ years of experience

Michael Scott is a Leak Detection Specialist who has conducted acoustic surveying and valve box assessment & cleaning for Lowell, MA; Park Ridge, IL; Buffalo Grove, IL; Oak Park, IL; Park Ridge, IL; Diablo, CA; Montgomery, PA; Cleveland, OH; & Lakewood, OH. He has experience with Vivax-Metrotech, CST-Berger, and SebaKMT products as well as traditional equipment. He has been trained and performs work on ArcGIS Collector and Cartegraph. OSHA 10 Certified.

Field Services Technician – 2+ years of experience

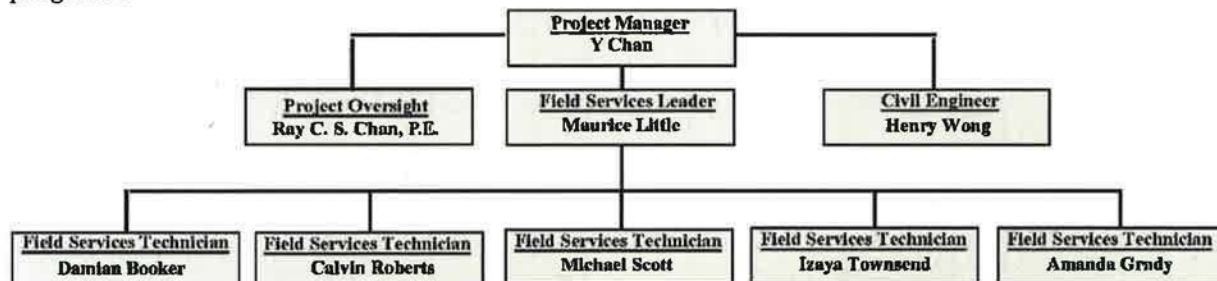
Izaya Townsend has conducted acoustic surveying and valve box assessment & cleaning for Arlington Heights, IL; Buffalo Grove, IL; Glenview, IL; Montgomery, PA; Cleveland, OH; & Lakewood, OH. Mr. Gaither has experience with Vivax-Metrotech, CST-Berger, Sub-Surface, and SebaKMT products. He has been trained and performs work on ArcGIS Collector and Cartegraph. OSHA 10 Certified.

Field Services Technician – 2+ years of experience

Amanda Grady has conducted acoustic surveying and valve box assessment & cleaning for Springfield, IL; Buffalo Grove, IL; Montgomery, PA; Cleveland, OH; & Lakewood, OH. He has experience with Vivax-Metrotech, CST-Berger, and SebaKMT products as well as traditional equipment. She has been trained and performs work on ArcGIS Collector and Cartegraph. OSHA 10 Certified.

Data Integrity, Office Support, Civil Engineer – 30+ years of experience

Henry Wong was a Leak Detection Specialist with CEI in the '80s and '90s who now provides support to field services using ArcGIS online, scheduling access to inaccessible areas, tracking crew production, verifying data integrity, generating daily reports, etc. He is familiar with all ESRI, Cartegraph, Bentley, and AutoDesk programs.



3. Statement of Qualifications

Executive Summary

History

Founded in 1984, Consulting Engineering, Inc. (CEI) is a bona fide MBE/DBE/CSB/RSB/SBE/EDGE-certified team of consultants specially trained for the requirements of this project. CEI has successfully completed hundreds of designs, study, forensic, administration, and inspection projects including transportation systems, water systems, site improvements, land surveying, structural design, construction inspection & administration, and leak detection surveys & pinpointing with expertise across North America.

Equipment

We utilize state-of-the-art leak detection equipment to identify, pinpoint, measure, and reduce water losses in metallic and non-metallic systems with varying pressure zones in rural, suburban, and high-density areas with varied distances between assets such as hydrants, valves, and meters. We are equipped with analog and digital devices from Vivax-Metrotech, Subsurface Leak Detection, Itron, Zcorr, CST/Berger, SebaKMT, Samsung, and Apple to stop water loss.

Philosophy

CEI uses the Plan-Do-Study-Act (PDSA) iterative problem-solving model. We believe what gets measured gets improved. By planning a detailed work program with scheduled metrics, we execute comprehensive leak detection services on solid footing with results going back into the PDSA feedback loop. CEI has the experience breadth, history, depth, and qualifications needed to make this program a resounding success.

Our DNA

Our partnership with ESRI allows us to utilize [ArcGIS](#) to capture valuable data such as asset conditions, mapping conditions, photos, and virtually any field condition allowing municipalities a means to update their system and receive accurate reports. This data is collected in real-time with GPS-enabled, devices so accountability and safety are built into the DNA of our process.

Safety

As an engineering firm, we are MUTCD and OSHA compliant. We recognize the importance of making our customers happy along with those they serve so our conduct, dress, communication, and visibility are made clear before our boots touch the ground.

Client

CEI will provide a turnkey program with a path to reducing water loss while collecting valuable in-field information. By focusing on personnel, methodology, data collection, safety, and communication, CEI has been able to provide water loss reduction savings at competitive pricing since 1984.



Quality and Features of Proposed Equipment

CEI uses a variety of listening devices in order to leverage filtering options, annual services, and calibrations. All equipment is recharged daily while teams are outfitted with backup batteries, devices, and attachments such as headphones, attachments, cords, and lanyards. The use of different devices allows for greater comparison, re-calibration, and training options. Naturally, these devices have different performances based on material differences so the variety of equipment means greater accuracy for our customer.

SebaKMT HL 50-BT with GM-80

This ubiquitous instrument was created by Vivax-Metrotech and compatible with the GM-80 ground mic. This SebaKMT water network survey leak locator tool has outstanding acoustic properties which enable the operator to locate large and small water leaks. Three basic filter settings allow the user to adjust to any leak scenario. The integrated LCD screen displays the actual measured sound level as a number and simultaneously as a bar graph. After each new measurement, the previous level will still be displayed to compare sound levels.



This listening device can be used to investigate potential leak noises. Based on the digital readout, verification and pinpointing can be prioritized. In addition, upon the follow-up visit, the applicable appurtenance can be rechecked to confirm a leak noise is still present, at or greater than the value of the initial visit. This confirms a leak is indeed present and eliminates false-positive reporting.

SebaKMT HL 5000 with GM-80

Along with being compatible with the GM-80 ground mic, this equipment uses modern digital signal processing technology (DSP) to clearly recognize the leak sound, even with substantial environmental ambient noise. The sounds are both audibly perceived and graphically displayed using dual segment analysis (DSA) technology. For the user this means greater reliability in locating water losses.



HWM L-mic

The well-known HWM L-mic is an easy-to-use, low cost, electronic listening stick and ground microphone combined. It is ideal for general leak sounding operations and can be fitted with either a tripod foot (for use as a ground microphone) or probe rods (for sounding at fittings or in soft ground). The control unit is hand-held with a 'trigger' operation and a volume/sensitivity rotary control. An LED indicates operation and battery status. This lightweight unit can be used to confirm the position of underground leaks audibly from ground level, sound pipe fittings penetrate soft ground to listen for leaks and carry out traditional acoustic surveys.



Subsurface Leak Detection LD 8

Accurate and reliable, the SubSurface LD 8 is a lightweight instrument for water leak detection of hydrants and fixtures. This leak detection tool uses contact rods attached to a piezoelectric sensor and amplifier to connect to water line fixtures so the construction professional can listen for the sound of unwanted water flows. Also, the amplifier comes with an amplification range of 55 decibels with a frequency range of 100 to 2,000 Hertz.



The LD-8 includes short contact rods that are used for listening to hydrants while the long contact rods are used for below-grade meters and valves. Also, this water leak detector has a two-digit LCD display that is easy-to-read.

Subsurface Leak Detection LD 15

The SubSurface Instruments LD-15 Leak Survey Equipment offers the best solution for listening to leaks at hydrants, valves, and meters. It features a high-sensitivity sensor with a sealed waterproof Neodymium magnet. Equipped with an amplifier, this device has superior audio quality and amplifies to 56 db. This device includes three filter ranges and comes with both survey & pinpoint functions for water leaks. Plus, the sensor has a resonance frequency of 950 Hertz which can detect the faintest of sounds. With an IP68 protection rating, this unit is dustproof and water submersible up to 3 feet for 3 hours. It comes with a large meter display for easy reading and up to 80 hours of battery life.



Subsurface Leak Detection LC 2500

The SubSurface LC-2500 Leak Noise Correlator is lightweight and compact, yet it offers full capabilities for programming and correlating leak noise from many different pipe materials and pipe diameters. Great Sensors, powerful radios and fast processing of sounds make the LC-2500 truly the best performing correlator on the market.



This correlator is used for QA/QC and pinpointing of the leak noises often qualified by the HL-50 in sounding. Multiple correlations are used to localize suspected leak source(s) to be verified by ground mics or additional inspection. The graphical display indicates to the technician possible size and characteristics of the leak.

CST/Berger Magna-Trak Locator

The Magna-Trak locates ferromagnetic objects which may be concealed by earth, road surface, snow, and/or water. These objects may include hydrants, marker magnets, manhole covers, valve rods, surveying marks and rods, water meters, etc.



This metal detector will be used to locate potentially buried assets which may prove especially useful during nighttime operations, areas of heavy vegetation, or where visibility may be poor.

Vivax-Metrotech VM-810 Line Locator

The antenna system in the locator is different from a normal locator. Rather than place antennas on the same center line, one antenna is offset to the right and another to the left. Coupled with extremely sensitive electronics enables the locator to find which antenna is receiving the strongest signal, indicating which direction one should move to be over the buried line. The VM-810's Distance Sensitive Left/Right Guidance provides a sharper, crisper, response, allowing for greater accuracy in line location.



This line locator will verify the line location in the street to enable accurate pinpointing and field markings of leak locations.

Lovibond Chlorine Tester

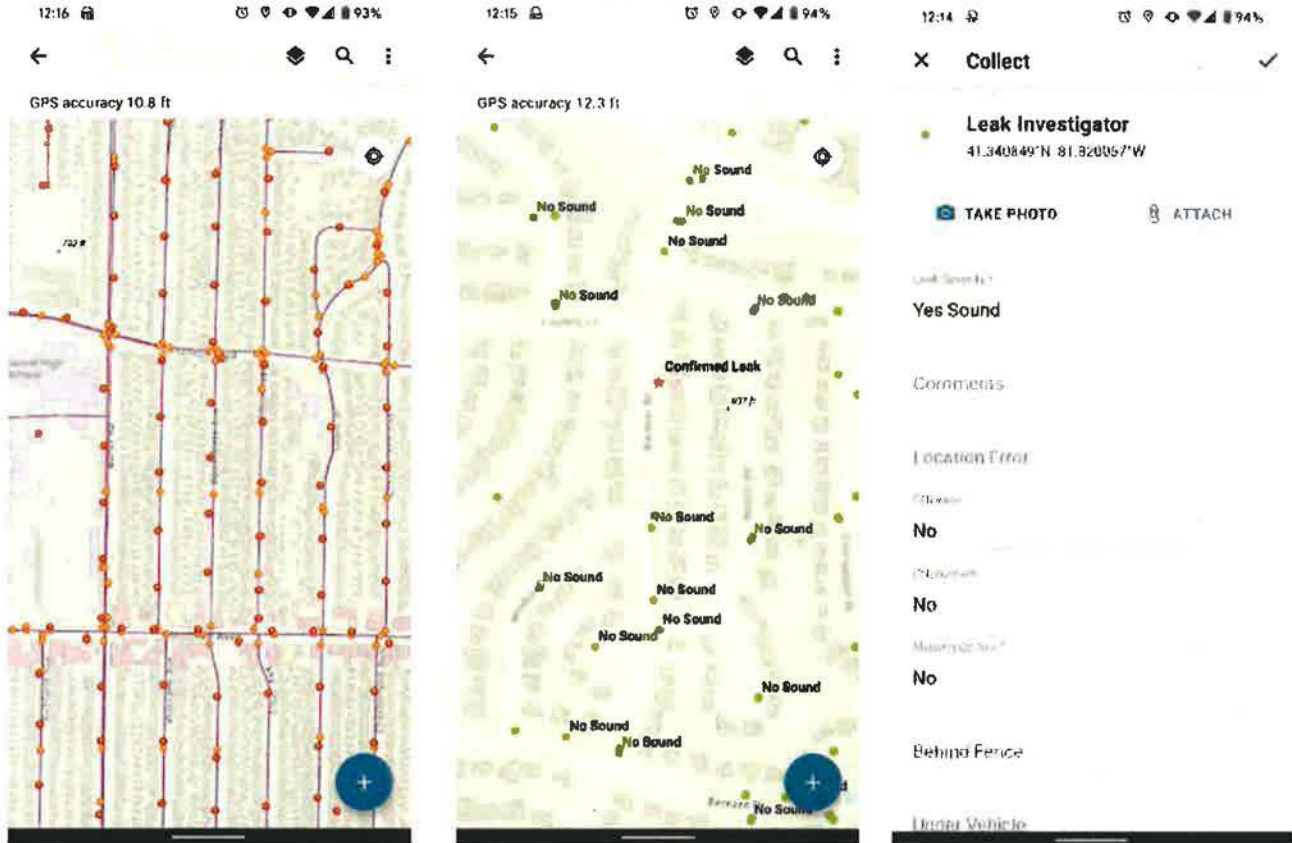
Free Chlorine (hypochlorous acid) reacts with Ammonia and certain Nitrogenous compounds to form Combined Chlorine. With Ammonia, the reaction produces chloramines which have very little disinfecting power; thus it is important to be able to determine the various fractions of Chlorine present at any one time. DPD (NN Diethyl p Phenylene Diamine Sulphate) is the preferred reagent for the determination of Free, Combined and Total Chlorine. It is available in Tablet, Liquid and Powder form.



Total Chlorine can also be measured using a Potassium Iodide reagent. This can measure concentrations of up to 300 mg/l chlorine and is widely used in food manufacturing and industrial water treatment.

Data-Enabled Collection Devices with ArcGIS

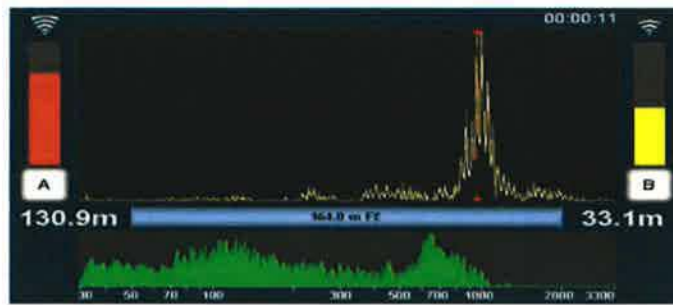
GPS & data-enabled devices with ArcGIS Collector allow our specialists to collect photos, videos, acoustics, mapping discrepancies, and all assessment data. Our devices include Samsung, Apple, and LG phones, tablets, & PCs. With interactive mapping, we import GIS shapefile(s), update GIS information, and provide valuable information using our flexible data-driven solutions and analysis tools. By creating customizable layers, our leak detection specialists can collect information which can be represented visually and represent patterns in whatever manner we find valuable. Though this information is visually stunning, the power behind this is our teams can share and access information through mapping, embedded information, and dashboards.



SebaKMT Corelux C-3 Correlator

The acoustics of pressurized water travel in all directions of the pipe. This noise is recorded, amplified, and sent wirelessly to the correlator by 2 sensors (piezo mic, hydrophone) which are attached to the pipe (e.g., valve, hydrants). The C-3 compares the signals then calculates the distance based on the delays time of the signals, sensor distance, and sound velocity in the pipe.

This hybrid correlator can be used for online and offline correlations. The C-3 is capable of multi-correlation without pipe parameter input, possesses a touch display with an intuitive user interface, has long operating times, has inductive sensor charging, and can pinpoint using multi-sensors or a ground mic. This device is perfect for all piping materials.



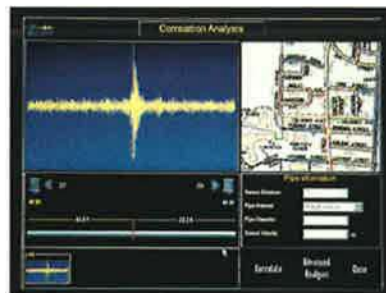
ZCorr Digital Correlating Loggers

ZCorr digital correlating loggers offer significant advantages over listening loggers by detecting and pinpointing multiple leaks in a zone overnight. ZCorr's technical advances make leak surveying viable for water utilities at less effort and cost.

ZCorr is a software-driven approach that allows a distribution system leak survey to be efficiently directed from the office, integrating leak detection data, maps, and database tools to:

- Plan the survey and print deployment orders.
- Pinpoint leaks and print repair reports.
- Track survey progress and performance.

The ZCorr survey has 3 steps: DEPLOY, RETRIEVE and ANALYZE. Each step can be taken either in the office or in the field.



Methodology/Approach

Field Services

Prior to the daily execution of leak detection survey activities, all pre-work and planning will have been completed to abide by state DOT & MUTCD standards. CEI requests all water maps and areas of interest, preferably as shapefiles, to be provided before the start of field work to maximize efficiency in scheduling the route.

Daily, the sequence of work will include all the following activities with the Field Services Leader overseeing these activities which will primarily be done M-F, 7AM-6PM:

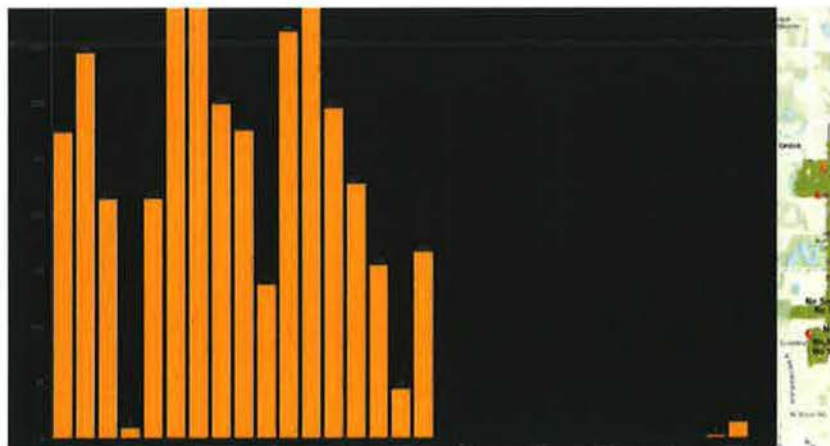
- Safety meeting.
- Anticipated work areas will be communicated weekly with daily updates by street, block areas, or ArcGIS polygons.
 - Permission for nighttime, weekend, & holiday work will be communicated.

Phase 1, Sounding:

- Listen to all accessible hydrants, hydrant auxiliary valves, main line valves, curb stops, and connections.
- Collect asset data in ArcGIS during sounding: sound intensity, identified leaks, asset defects, mapping discrepancies, visual water, photos, and comments. Move to the next identified asset in survey.
- During pinpointing, identify nearby assets to determine if leak noise is audible at other locations to narrow leak location points and assess the probable size of the leak (valves/meter boxes, etc.).

Phase 2, Pinpointing:

- Begin correlation between the two assets then place correlator sensors on two identified assets.
- Enter all know information on control box (distance, pipe material, diameter, etc.).
- Identify nearby assets to determine if leak noise is audible at other locations to narrow leak location points and assess the probable size of the leak (valves/meter boxes, etc.).
- If a leak is identified & the main location is known, then use a measuring wheel to paint or tack & hub.
- Document leak location markings with a digital photograph then upload to ArcGIS. Video is optional.
- Record pinpointed leak characteristics including, but not limited to:
 - Location information, address, and GPS coordinates
 - Suspected leak type with estimated GPM
 - Recommended corrective action(s) with any information that will assist repairs.
- Leakage rates will be determined by measurements and results obtained be as recorded by the listening device(s) and the size and shape of the correlation graph.
- All work is conducted without in-field assistance from our client. Should our client assign somebody to ride-along, it is their responsibility to do so at our pace with no interference to our methodology.



Real-time online data visualization

Reports

Reporting will be cumulative where applicable.

- Where info is available the date, location, pressure zone, service area, leak type, size, material, volume, cost, visibility, priority, technician, and comments will be reported.
- Immediately, reports will be for visible or potentially hazardous conditions such as water main breaks, broken services, or erosion.
- Daily reports will be emailed indicating the amount of pipe surveyed and leaks with accompanying severity, urgency, mapping discrepancies, and assets irregularities.
- Weekly, reports will include areas and appurtenances surveyed. Comments including productions rates & variation, suspicious noise, correlation activities, and pinpointed leaks.
- Monthly, reports will include survey areas, summary of critical components, disruptions, discussion of results, identified leaks, discrepancies, and graphical summarization of findings along with upcoming work.
- A final report will include compiled, pertinent data with findings, recommendation, methodology, equipment used, tabulated summary, maps, photos, analysis, and results.
- Deliverables will be transmitted electronically to our client in Microsoft Project and emailed in printable PDF format.

Inspection of water mains will be based on pipe material with the following guidelines to maximize both effectiveness and efficiency:

- Metallic Pipelines - listening through direct contact with water assets 300 linear ft (91.4m), which may include hydrants and mainline valves.
- Non-Metallic pipelines - listening through direct contact to all accessible water assets including valves, hydrants, service connections, air releases, visible pipe sections, etc. Digital correlating loggers with the ability to record sound for desktop analysis may also be utilized.

Equipment Utilization

The standard equipment listed in our proposal is the expected equipment to be available and utilized on this project. Our equipment has been proven to achieve the desired results of locating and pinpointing potential leaks on various pipe materials. All equipment has been used for 7+ projects. We perpetually carry brand new backups. The sound attenuation of non-metallic pipe demands a more frequent testing interval so we will be utilizing more contact points. The digital loggers will be utilized when there is a lack of contact points or ambient noise becomes problematic and testing of overnight pipe sections is desired.

Repaired Leak Sites

After each leak has been successfully repaired or stopped, the Surveyor shall electronically re-survey each repaired leak site to verify a positive repair by the utility owner, plus detect and locate any possible undiscovered leakage whose sound may have coincidentally been masked or overpowered by the original leak's sound. Verification and cancellations are recorded in ArcGIS for data-analysis and historical purposes.



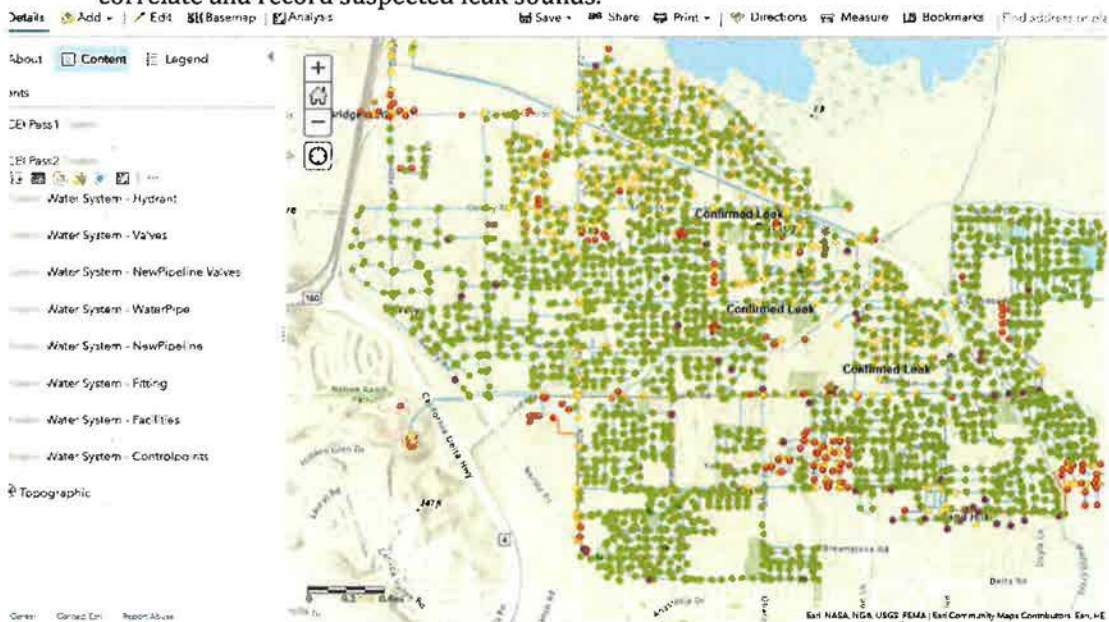
Large Diameter Mains

To eliminate ambient noise from vehicles, pedestrians, airplanes, trains, and the environment, CEI recommends night work for large diameter mains. This will allow us to avoid consumption while mains are fully pressurized for clear sounding. CEI will sound all listening points on large diameter mains. These mains will be reserved for our most experienced personnel who have showed a history of locating main breaks, joint leaks, packing leaks on open geared valves and bypass valves, bypass bonnet leaks, and abandoned corporations.

Adverse Conditions

CEI understands that the team may encounter various topographies, pipe materials, soil types, vegetation conditions, roadway surface covers, etc. which may add additional constraints to the leak identification effort. To combat these conditions, CEI will utilize additional techniques to pinpoint the source of a suspected leak.

- Line Locator
 - Confirming the pipeline location will be the first step in pinpointing a leak in adverse conditions. This allows the technician to prioritize the search area leading to visual inspection of other utility assets for water infiltration.
- Visual Inspection of other utilities
 - Identifying the location of other utility assets and manholes allows the technician to perform visual inspections where they may see water infiltration from the suspected leak which will in turn reduce the search area and aid in the pinpointing effort.
- Water sampling
 - Taking a residual chlorine measurement of any visible water or water infiltration of another utility will add confidence that a leak is present.
- Ground mic utilization
 - In situations where there are not 2 assets to correlate on either side of a suspected leak, a ground mic may be utilized for pinpointing.
 - A ground mic may be used to confirm correlated results. A ground mic plate will be used on non-paved surfaces as most ground mics are designed for paved roads.
- Static pressure testing
 - Pinpointing crews will be equipped with gauges that can be affixed to a fire hydrant to check the system pressure to see if a leak may be present.
- Overnight loggers
 - For high ambient noise situations, CEI may utilize overnight loggers with the ability to correlate and record suspected leak sounds.



Policy & Affiliation Statements

Health & Safety Policy

It is the policy of Consulting Engineering Inc. to provide a safe and healthy culture for our employees and to observe all State and Federal Laws and Regulations, including but not limited to training and certifications associated with our tasks in the context with which they are performed to follow safe practices and to recognize, correct, and/or avoid unsafe working conditions.

Active participation and adherence to the Safety Program is a condition of employment. No individual should work at a job that he or she knows is not safe. Therefore, we must make every workplace safe by detecting, correcting, and reporting unsafe conditions, as well as the detection of unsafe work practices.

Our Safety Policy has equal importance with Consulting Engineering Inc.'s policies of providing the best quality and most productive service in our industry with a goal of preventing all accidents and injuries. Because of the many different hazards of our industry, we must maintain a constant safety awareness to achieve this goal.

Public Safety

We recognize the importance of making our customers happy along with those they serve so our conduct, dress, communication, and visibility are made clear before our boots touch the ground. Operations are planned & conducted to maximize convenience to the public including permission to access inaccessible areas.

Our plan conforms to the MUTCD (Section 6G.02 Type of Temporary Traffic Control Zone Activities, Work Duration). Our work follows the guidelines of mobile work (work that moves intermittently or continuously) which specifically mention frequent stops for activities such as utility operations. Our traffic plan satisfies Canada's Traffic Control Manual (Sections 18.3 Standards of Traffic Control and 8.24 High-visibility Apparel).

CEI's work vehicle(s) maintain an oscillating dome light, traffic cones, 4-way blinkers, CEI branded magnets & DOT-approved Class III reflective high-visibility clothing, and a survey sign for advanced traffic warning to increase visibility. The survey sign is periodically retrieved and repositioned in advanced warning areas.

CEI requests a laminated letter from the Water Utility Superintendent to be displayed in-vehicle and presented to residents and authorities should they have questions including contact information. Additionally, we carry branded identification which matches our equipment.

Any additional concerns may be found in the adverse conditions detailed in the methodology and will be addressed in the kickoff meeting.

Meter or AMR Manufacturer Affiliation

CEI has no affiliation with any meter or AMR manufacturers.

Cleanup

CEI maintains neat, orderly working conditions to ensure environmental and fire safety. Proper disposal of rubbish and maintenance of natural beauty is a part of our office and field culture.



Representative Projects

Contact information is provided along with the attached Letters of Recommendation.

Customer: E Source and Cal Water (\$317,850 Contract/yr)

Contact: Kate Gasner | Vice-President of Operations

Material: Metallic & Non-metallic | Completed: 2022-2023 | System Age: ~100 years

Services Rendered: Comprehensive leak detection of 815 miles and satellite leak detection of 163 points of interest (POIs) for the Hermoso Redondo, Livermore, Mid-Peninsula, and Westlake water systems in California.

Customer: Cleveland Water Department (\$130,000 Contract; \$640,750 Contract)

Material: Metallic | Completed: 2017, 2021-2022 (2023) | System Age: ~100 years

Services Rendered: 2017 Leak detection survey services for 2,100 miles of water distribution piping while documenting all listening points and leak detection results in ArcGIS/ESRI where 38,186 assets surveyed. 2021-2023 Investigation of 750 POIs based on proprietary thermographic satellite images from sub-consultant Asterra/Utilis along with emergency services.

Customer: Cambridge, MA (\$57,750 Contract/yr)

Contact: Mark F. Gallagher | Director of Engineering & Distribution

Material: Metallic | Completed: 2022 (2023-2024) | System Age: ~100 years

Services Rendered: Annual leak correlation survey for 185 miles with ongoing emergency services of water distribution piping while documenting all listening points, defects, mapping discrepancies, sounds, and leaks using the 100% correlation method.

Customer: Asterra/Utilis | (\$51,550 Contract)

Locations: Aqua, VA; Bristol, RI; Kline, PA; N. Kingstown, RI; Oak Creek, WI; Warren, OH

Contact: Fareed Nazaryfar | Customer Success Manager

Material: Metallic & Non-Metallic | Completed: 2022 (2023-2024) | System Age: ~100 years

Services Rendered: Comprehensive investigations of satellite POIs for water distribution piping while documenting all listening points, defects, mapping discrepancies, sounds, and leaks.

Customer: Montgomery, PA (\$34,000 Contract/yr)

Contact: David Quinn | Project Manager at North Wales Water Authority

Material: Metallic | Completed: 2020, 2021, 2022 (2023) | System Age: ~100 years

Services Rendered: Annual leak correlation survey for 136 miles with ongoing emergency services of water distribution piping while documenting all listening points, defects, mapping discrepancies, sounds, and leaks using the 100% correlation method.

Customer: Bellevue, WA (\$15,750 Contract/yr)

Contact: Nathan Rauscher | Senior Engineering Technician, Water Operations & Maintenance

Material: Metallic & Non-metallic | Completed: 2022 | System Age: ~100 years

Services Rendered: Annual leak comprehensive survey for 70 miles with ongoing emergency services of water distribution piping while documenting all listening points, defects, mapping discrepancies, sounds, and leaks.





Customer: U.S. Air Force (\$22,000 Contract)
Contact: Gary Krivokapich. P.E., CEM | Energy Utility Manager & Engineer of Davis Monthan AFB
Material: Metallic & Non-metallic | Completed: 2022 | System Age: ~100 years
Services Rendered: Leak detection survey services for DM AVB water distribution piping while documenting all listening points and leak detection results.

Customer: City of Normal, IL (\$46,600 Contract/yr)
Contact: John Burkhart | Director of Water
Material: Metallic | Completed: 2023 | System Age: ~100 years
Services Rendered: Annual leak detection services for 200 miles documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS

Customer: City of Arlington Heights, IL (\$30,940 Contract/yr)
Contact: Scott Schweda | Water Superintendent
Material: Metallic | Completed: 2021, 2022 (2023) | System Age: ~100 years
Services Rendered: Leak detection survey services for 286 miles of water distribution piping while documenting all listening points and leak detection results with ongoing emergency services.

Customer: City of Glenview, IL (\$29,274 Contract/yr)
Contact: Jack Fragassi | Water and Sewer Supervisor
Material: Metallic | Completed: 2021, 2022 (2023) | System Age: ~100 years
Services Rendered: Leak detection survey services for 246 miles of water distribution piping while documenting all listening points and leak detection results with ongoing emergency services.

Customer: City of Northbrook, IL (\$24,395 Contract/yr)
Contact: Joseph Rizzo | Utilities Superintendent
Material: Metallic | Completed: 2021, 2022 (2023) | System Age: ~100 years
Services Rendered: Leak detection survey services for 205 miles of water distribution piping while documenting all listening points and leak detection results with ongoing emergency services.

Customer: City of Carol Stream, IL (\$23,120 Contract/yr)
Contact: Phil Modaff | Director of Public Works
Material: Metallic | Completed: 2021, 2022 | System Age: ~100 years
Services Rendered: Leak detection survey services for 177 miles of water distribution piping and private mains while documenting all listening points and leak detection results with ongoing emergency services.

Customer: City of Lake Forest, IL (\$22,230 Contract/yr)
Contact: Rich Volpe | Water & Sewer Superintendent
Material: Metallic | Completed: 2021, 2022 (2023) | System Age: ~100 years
Services Rendered: Leak detection survey services for 170 miles of water distribution piping while documenting all listening points and leak detection results with ongoing emergency services.

Customer: City of Winnetka, IL (\$25,526 Contract/yr)
Contact: Drew Ceckowski | Water & Electric Analyst
Material: Metallic | Completed: 2021, 2022 (2023) | System Age: ~100 years
Services Rendered: Leak detection survey services for 103 miles of water distribution piping while documenting all listening points and leak detection results with ongoing emergency services.

Customer: City of Niles, IL (\$24,564 Contract/yr)
Contact: Jack Grana | Utilities Superintendent
Material: Metallic | Completed: 2021, 2022 (2023) | System Age: ~100 years
Services Rendered: Leak detection survey services for 103 miles of water distribution piping while documenting all listening points and leak detection results with ongoing emergency services.

Customer: City of Sandwich, MA (\$29,274 Contract/yr)
Contact: Dan Mahoney | Water Superintendent
Material: Metallic | Completed: 2021, 2022 (2023) | System Age: ~100 years
Services Rendered: Leak detection survey services for 145 miles of water distribution piping while documenting all listening points and leak detection results.

Customer: Village of Buffalo Grove, IL (\$25,000 Contract/yr)
Contact: David K. Haisma | Superintendent of Water Operations
Material: Metallic | Completed: 2020-2022 | System Age: ~100 years
Services Rendered: Annual leak detection services for 183 miles with ongoing emergency services of water distribution piping while all listening points, defects, mapping discrepancies, sounds, and leaks of 4,894 assets were documented in ArcGIS. Confirmed leaks were documented and reported in Cartegraph.

Customer: Springfield, IL Water, Light, and Power (\$29,000 Contract/yr)
Contact: Josh Stewart, P.E. | Water Distribution Engineer
Material: Metallic | Completed: 2019-2022 (2023) | System Age: ~100 years
Services Rendered: Leak detection survey services for 224 miles of water distribution piping while documenting all listening points and leak detection results.

Customer: City of Lakewood, OH (\$23,000 Contract/yr)
Contact: Nicholas DelVecchio | City of Lakewood Division Manager
Material: Metallic | Completed: 2020-2022 | System Age: ~100 years
Services Rendered: Bi-annual leak detection services for 240 miles/year with ongoing emergency services of water distribution piping while all listening points, defects, mapping discrepancies, sounds, asset types, and leaks of more than 5,510 assets were documented in ArcGIS.

Customer: City of Bensenville, IL (\$13,200 Contract/yr)
Contact: Vincent Smith | Operation Superintendent
Material: Metallic | Completed: 2021 & 2022 (2023-2024) | System Age: ~100 years
Services Rendered: Annual leak detection services for 80 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Park Ridge, IL (\$19,320 Contract/yr)
Contact: Mark Miller | Superintendent of Public Works
Material: Metallic | Completed: 2020-2022 | System Age: ~100 years
Services Rendered: Annual leak detection services for 138 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Oak Park, IL (\$17,490.00 Contract/yr)
Contact: James Eggen, P.E. | Superintendent of Water & Sewer Division
Material: Metallic | Completed: 2020 & 2022 | System Age: ~100 years
Services Rendered: Annual leak detection services for 106 miles documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.



Customer: City of Ecorse, MI (\$9,675 Contract/yr)
Contact: Dulanga Pathirana, P.E. | Project Engineer for Andersen, Eckstein, & Westrick
Material: Metallic | Completed: 2023 | System Age: ~100 years
Services Rendered: Annual leak detection services for 43 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Havre de Grace, MI (\$9,000 Contract/yr)
Contact: Joe Conway | Chief of Construction and Program Management
Material: Metallic | Completed: 2022 | System Age: ~100 years
Services Rendered: Annual leak detection services for 45 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Milton-Freewater, OR (\$10,335 Contract/yr)
Contact: Steven Patten | Public Works Technician
Material: Metallic & Non-metallic | Completed: 2022 | System Age: ~100 years
Services Rendered: Annual leak detection services for 39 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Diablo, CA (\$27,125 Contract)
Contact: Dan Muelrath | General Manager of the Diablo Water District
Material: Metallic & Non-Metallic | Completed: 2020 | System Age: ~100 years
Services Rendered: Annual leak detection services for 175 miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: St. Joseph, MI (\$5,400 Contract)
Contact: Tom MacDonald | Director of Public Works (retired)
Material: Metallic | Completed: 2021 | System Age: ~100 years
Services Rendered: Annual leak detection services for 50 miles of water distribution piping while documenting all listening points and leak detection results.

Customer: Lowell, MA Regional Water Utility (\$24,72, \$44,075 Contracts)
Contact: Paul Pires | Superintendent of Distribution
Material: Metallic | Completed: 2019, 2023 | System Age: ~100 years
Services Rendered: Leak detection survey services for 215 miles of water distribution piping while documenting all listening points and leak detection results.

Customer: City of Darien, IL (\$12,916.80 Contract/yr)
Contact: Kris Throm | Superintendent of Municipal Services
Material: Metallic | Completed: 2022-2023 | System Age: ~100 years
Services Rendered: Annual leak detection services for 90 miles documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS



5. Price Proposal

Survey and Pinpointing Price

Miles = 147 miles

Unit Price = \$179.25 \$ per miles

Total Price = \$26,349.75

Emergency Services Price

\$250 per hour (4-hour minimum)

\$200 per hour (After 4-hour minimum)



CITY OF CAMBRIDGE
MASSACHUSETTS
Water Department



7/29/2022

To: Whom it May Concern

From: Mark Gallagher, Director of Engineering and Distribution, CWD

Date: 7/29/2022

Re: Recommendation Letter - Consulting Engineering Inc. (CEI)
City Wide Leak Detection Survey

During the Spring of 2022, CEI staff conducted a City-Wide Leak Detection Survey of the 186 miles of water main that comprise the City of Cambridge Water Distribution System. Although Cambridge is a densely populated city that presents many challenges while working in the public right of way, the CEI staff always conducted themselves in a professional manner and often adjusted their scope of work to get past these challenges. These adjustments often caused their staff to work through the night in order to complete the survey in heavily trafficked areas. The staff's flexibility, hard work and diligence resulted in the project being completed on time and within budget. To date all the locations identified by CEI have been proven to be very accurate and has allowed the City of Cambridge to repair the leaks and stop the wasting of water.

Overall CEI has proven themselves to be a reliable and professional company which resulted in a very successful project. Therefore, I would highly recommend them for any large-scale Leak Detection services.

Sincerely,

Mark Gallagher,
Director of Engineering and Distribution
Cambridge Water Department
617-349-7754



(508) 888-2775
Fax (508) 888-9675

Sandwich Water District
72 TUPPER ROAD, BOX 600
SANDWICH, MASSACHUSETTS 02563-0600

To whom it may concern:

I write this letter of recommendation for the firm, Consulting Engineering, Inc. (CEI), based on consideration of personnel, equipment and references – we awarded Consulting Engineering Inc. the contract for leak detection in Sandwich, MA for FY 2021 with options to renew in FY 2022 and FY 2023.

Using the latest electronic acoustic devices, loggers, and correlators, CEI identified potential leak locations by sounding assets connected to water mains. Implementing real-time, synchronized data collection through ESRI's ArGIS, CEI provided us with well-documented, measurable results; clearly communicated their areas of work and deployments; and conducted their tasks with the utmost safety which left us with a feeling of confidence in their expertise.

We decided to purchase offline mapping tablets from CEI for our field technicians so we would have the latest information on our water system. CEI's mapping solution included iPads with screen protectors, engraving, and drop-proof and water-resistant casing.

In closing, it has been a positive and professional experience working with Y Chan and his team for our leak detection project. Y is responsive, as are the field staff they employ. Maurice Little, our main field contact with CEI, worked with our personnel. For these reasons, I confidently and highly recommend CEI for leak detection and water distribution maintenance needs.

Regards

Dani Mahoney

Superintendent

Sandwich Water District

508-888-2775 or dmahoney@sandwichmass.org



Department of Public Works
Fifty One Raupp Blvd.
Buffalo Grove, IL 60089-2198
Fax 847-537-5845

David K. Haisma
Supt. of Utility Operations
Phone 847-459-2545
dhaisma@vbg.org

To whom it may concern:

It is with pleasure I write this letter of recommendation for the firm, Consulting Engineering, Inc. (CEI). I have come to know their work through a 3-year contract they won for leak detection for Buffalo Grove, IL, for 2020-2022.

CEI implemented real-time and synchronized data collection through ESRI's ArGIS. Using electronic acoustic devices and loggers, CEI identified potential leak locations by sounding assets connected to water system. By sounding all accessible assets in Phase 1, then identified points of interest in Phase 2, CEI performed 183 miles of main line leak detection for Buffalo Grove to date. CEI provided us with measurable results, clearly communicated their whereabouts and deployments, and conducted their tasks with the utmost safety which left us with a feeling of confidence in their expertise.

In closing, it has been a great to work with Y Chan and the field staff. Y is responsive, as are the field staff they employ. Our main field contact for CEI, Maurice Little, provided his expertise with our personnel. For these reasons, I recommend CEI for leak detection and water distribution maintenance needs.

I can be reached at (847) 459-2045 or DHAISMA@VBG.ORG with any questions.

X David Haisma

David Haisma





North Wales Water Authority
PUBLICLY OWNED SINCE 1951

December 15, 2020

To Whom It May Concern,

I write this letter of recommendation for the firm Consulting Engineering, Inc. (CEI). CEI was the lowest bidder on a Contract for leak detection for 2021. North Wales Water Authority conducts full system leak detection on a three (3) year rotating basis, surveying approximately 180 miles of main and appearances annually.

CEI performed real time and synchronized data collection through ESRI's ArcGIS. Using the latest electronic acoustic devices and loggers, CEI identified potential leak locations by sounding assets connected to water mains. Using the 100% correlation method, CEI performed 180 miles of leak detection for the North Wales Water Authority to date. CEI provided us with measurable results, clearly communicated their whereabouts and deployments, and conducted their tasks with the utmost safety which left us with a feeling of confidence in their expertise.

In closing, Y Chan and the field staff are very responsive to work with. Our main field contact for CEI, Maurice Little, worked well with our personnel. For these reasons, I feel confident in recommending CEI for leak detection and water distribution maintenance needs.

I can be reached at dquinn@nwwater.com with any questions.

Thank you,

David Quinn,
Administrator

Reply To:

- Main Office: 200 W. Walnut Street, P.O. Box 1339, North Wales, PA 19454 • Phone: 215-699-4836 • wizard@nwwater.com
 Bucks Office: 1560 Easton Road, P.O. Box 1018, Warrington, PA 18976 • Phone: 267-482-6940 • nwwabucks@nwwater.com





87 Carol Lane
P.O. Box 127
Oakley, CA 94561-0127
925-625-3798
Fax 925-625-0814
www.diablowater.org

December 15, 2020

RE: Leak Detection Services by Consulting Engineering Inc.

Directors:
Edward Garcia
President

To Whom it May Concern:

John H. de Fremery
Vice President

Kenneth L. Crockett
Howard Hobbs
Paul Seger

*General Manager &
Secretary:*
Daniel Muelrath

Diablo Water District recently (Nov/Dec 2020) had 175 miles of water mains leak detected by Consulting Engineering Inc. We were happy with their services, staff, and management, as they finished the project on time and within budget.

General Counsel:
Jeffrey D. Polisner

Feel free to reach out to me if you have any questions about the scope of services they performed.

Sincerely,

Dan Muelrath
General Manager



City of Flagstaff

September 20, 2018

RE: Letter of recommendation for Consulting Engineering, Inc.

To whom it may concern:

It is with pleasure to write a letter of recommendation for the firm, Consulting Engineering, Inc. (CEI) I have become to know their work through a contract they won for a leak detection and valve box maintenance, in 2017.

CEI has performed nearly 255 miles of leak detection and valve-box maintenance for the City to date. 220 of these miles were completed on the first contract, during FY18, and another 35 of 90 miles have been completed in FY19. The original contract was written such that continuation each fiscal year could occur provided the work performed followed the scope of work, met the City's expectations, and City Council passed the budget.

Our evaluation team was impressed with CEI's proposal. Flagstaff is working towards real-time or synchronized data collection with our GIS and City-Works systems and CEI was very comfortable performing these tasks. Their strength is in completing the on-the-ground work. They provided us weekly updates consistently. We are working with CEI in this FY to better follow the scope of work, including collecting a photo of each valve box to populate our Collector App. Traffic control, a daily field work plan are also focus areas of our in working with CEI this FY.

In closing, it has been a delight to work with Y Chan and the field staff. Y is very responsive, as are the field staff they employ. Our main field contact for CEI, Maurice Little, has provided many recommendations for making better use of our Collector App, many or all of which we have implemented. For these reasons, I highly recommend CEI for leak detection and valve-box maintenance needs.

I can be reached at (928) 213-2405 or eyoung@flagstaffaz.gov with any questions.

Erin M. Young, RG
Water Resources Manager
City of Flagstaff, Water Services Division



City of Cleveland
Frank G. Jackson, Mayor

Department of Public Utilities
Division of Water
1201 Lakeside Avenue
Cleveland, Ohio 44114-1175
(216) 664-2444
www.clevelandwater.com



March 22, 2017

Re: Recommendation of Consulting Engineering, Inc.

To whom it may concern:

This is to verify that the firm of Consulting Engineering, Inc. of Strongsville, OH has been employed as a sub-consultant to our prime consultant on our current leak detection and water audit project.

In that capacity, they have been a member of the CH2M Hill project team working on this project. Specifically, they have worked directly for their consultant, Wachs Water Services. Central Engineering's role in the project has been surveying the CWD water distribution system to identify potential leak locations by electronically listening to fire hydrants connected to water mains. As of this time, they have listened to approximately 35,900 fire hydrants covering 2,430 miles of water mains. So far, this work has eventually led to the identification and pin pointing of approximately 400 leaks by Wachs Water Services as part of this project.

To-date, their performance has fulfilled the terms of the Scope of Services outlined in our agreement. At the current rate, Consulting Engineering's role in this project is scheduled to be completed on-time and within budget. I confidently recommend Consulting Engineering for conducting leak surveying services.

Best regards.

Very truly yours,

J. Christopher Kocsan
Sr. Budget and Management Analyst
Cleveland Division of Water

AMORY ENGINEERS, P.C.

WATER WORKS • WATER RESOURCES • CIVIL WORKS

25 DEPOT STREET, P.O. BOX 1768
DUXBURY, MASSACHUSETTS 02331-1768

TEL.: 781-934-0178 • FAX: 781-934-6499
WWW.AMORYENGINEERS.COM

March 23, 2017

To Whom It May Concern

Subject: Comprehensive Leak Detection Survey Reference

It is my pleasure to recommend Consulting Engineering, Inc. (CEI), of Strongsville, OH for leak detection services. CEI successfully performed a comprehensive leak detection survey of approximately 135 miles of the water distribution system for the Town of Middleborough, MA in 2016.

CEI's performance fulfilled the terms of the Scope of Services for the project. The comprehensive leak survey was completed on-time and within budget. Their field and office personnel were knowledgeable, cooperative and highly professional during the work.

I would recommend CEI to conduct leak detection services in the future.

Very truly yours,

AMORY ENGINEERS, P.C.

By:



Richard S. Johnson, P.E.

Consulting Engineer for the Town of Middleborough

RSJ

March 20th, 2017

TO WHOM IT MAY CONCERN

It is my pleasure to recommend Consulting Engineering, Inc. (CEI) for civil engineering and leak detection services.

CEI performed a comprehensive leak detection survey, intermittently, from 1986-2011 for 60 miles of the water distribution system for the City of East Cleveland.

Their performance fulfilled the terms of the Scope of Services outlined in our agreement. This project was a resounding success as it was completed on-time and within budget.

I confidently recommend CEI to conduct leak detection services as their expertise will provide a benefit to your city.

Respectfully,


Ross Brankatelli, P.E.

Retired Service Director for the City of East Cleveland

CITY OF
CLEVELAND
HEIGHTS 
Utilities Department

March 20, 2017

Re: Letter of Recommendation – Consulting Engineering

To Whom This May Concern:

Consulting Engineering performed leak surveys for the City of Cleveland Heights for more than 10 years. During this period the company delivered high quality services, locating hundreds of leaks and saving the City of Cleveland Heights millions of dollars over this period by reducing wasted water and preserving this very valuable resource. During my tenure at the City of Cleveland Heights and in my previous position as Director of Water in a neighboring community, I used the services of Consulting Engineers annually. I have found Ray Chan to be very responsive and committed to helping communities address their leak issues within the water distribution system.

I wholeheartedly recommend Consulting Engineering to provide leak and engineering services. The City looks forward to continuing our relationship with the company in other capacities in the future. If you would like to discuss this company in more detail, please feel free to contact me at 216-291-5990 or via email at cclinkscale@clvhts.com.

Sincerely,



Collette Clinkscale
Utilities Commissioner

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 23-R-0031 – Change Order No. 1 –
Current Technologies Corporation for the 2022 WTP
Security System Upgrade Project in the Not to Exceed
Amount of \$4,000.00

AGENDA ITEM NUMBER: 4cDc**COMMITTEE AGENDA DATE:** April 6, 2023**COUNCIL AGENDA DATE:** April 17, 2023**STAFF REVIEW:** Mehul Patel, P.E., CFM, Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** _____**ITEM SUMMARY:**

The Water Treatment Plant (WTP) is constructed of pre-cast concrete panels that are bolted together and bolted to interior framing for the building. The joints between these panels are sealed with a silicone compound that keeps out wind and moisture. In 2021, a determination was made to have the sealant replaced in all external joints based on a spot survey performed by the staff as there are visible signs of water intrusion in the building.

On August 15, 2022, the City Council approved Resolution No. 22-R-0044 awarding the 2022 WTP Security Camera System Upgrade Project to Current Technologies Corporation for \$70,967.84. The project got underway in February 2023 due to material shortages and supply chain issues. The initial scope of project included ten external and two internal cameras. During the pre-construction walk through with the contractor and City's IT consultant, the team discovered there aren't enough switch ports available in the current server to hook up all the cameras. A new 24-port switch will be added to the server to accommodate the cameras. During the construction, the crews identified the external cameras located at the southeast corner of the building, southwest corner of the building and a parking lot pole camera will require a longer cable run than originally estimated. The solution to this problem is to add an intermediate switch, which will connect the cameras to the main server. Lastly, when setting up internal cameras on the first floor, all entry doors were unable to be captured due to height of the existing door hangs. An added internal camera will solve this issue, which will also require additional cable. Current Technologies has provided a quote to capture all aforementioned changes for \$3,191.90. The staff is requesting approval up to \$4,000 in case we run into additional issues, which may require another change order. This will bring the actual project cost to \$74,159.74. This will also push the completion date of the project to April 30, 2023.

The City has already paid 50% of the original contract value to secure the materials in 2022. There is \$40,500 in the Water Fund, Water Treatment Plant– Capital Outlay (06-34-48-4806) budgeted in 2023 to cover the remainder of the 50% (\$35,483.92) and the requested change order.

ACTIONS PROPOSED:

Approve Resolution No. 23-R-0031 authorizing the Mayor to execute Change Order No. 1 with Current Technologies Corporation, of Lombard, Illinois, for the 2022 WTP Security System Upgrade Project in an amount not to exceed \$4,000.00 for a revised contract value of \$74,967.84

CITY OF WEST CHICAGO

COMMITTEE RECOMMENDATION:

--

RESOLUTION NO. 23-R-0031

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 WITH CURRENT TECHNOLOGIES CORPORATION, OF LOMBARD, ILLINOIS, FOR THE 2022 WTP SECURITY SYSTEM UPGRADE PROJECT IN AN AMOUNT NOT TO EXCEED \$4,000.00 FOR A REVISED CONTRACT VALUE OF \$74,967.84

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 Change Order No. 1 with Current Technologies Corporation, of Lombard, Illinois, for the 2022 WTP Security System Upgrade Project in an amount not to exceed \$4,000.00 for a revised contract value of \$74,967.84, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 17th day of April 2023.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

Executive Office Manager Valeria Perez



Current Technologies Corporation

401 Eisenhower Lane South
Lombard, IL 60148
www.currenttech.net
630.388.0240

Prepared For:

West Chicago, City of

Mehul Patel
1400 W. Hawthorne Lane
West Chicago, IL 60185
United States
(630) 293-2255
mpatel@westchicago.org

Quote

CTCQ23119

Quote Created: 3/6/2023

Quote Expires: 4/5/2023

By: Sboonstra

Description:

West Chicago, City of - Aruba 24 Port POE switch, 3 switches,

Here is the quote you requested.

- 24 port switch will be installed in MDF
- Customer IT support may be needed with VLAN

- Installation and configuration of additional interior camera to capture east and south hallways
- We will run 250' from first floor to 3rd. It has a series of boxes and tight conduit pulls with existing cables

Line	Qty	Description	Unit Price	Ext. Price
1		SWITCHES		
2	1	Aruba Instant On 1930 24-Port Gb Ethernet 24xGE PoE (370W), 4X 1G/10G SFP+, L2+ Smart Switch US Cord	\$810.80	\$810.80
3	3	5 Port PoE Gigabit Ethernet Plus Switch - with 4 x PoE+ @ 63W, Desktop or Wall Mount	\$74.31	\$222.93
4		ADDITIONAL CAMERA		
5	1	AXIS M3116-LVE 4 Megapixel HD Network Camera - 65.62 ft - H.264, H.265, MJPEG - 2688 x 1512 Fixed Lens - RGB CMOS - Pole Mount, Ceiling Mount, Conduit Mount, Pendant Mount, Wall Mount, Gang Box Mount	\$387.18	\$387.18
6		MILESTONE LICENSES		
7	1	XProtect Expert Device License	\$221.33	\$221.33
8	1	One year Care Plus for XProtect Expert Device License	\$40.32	\$40.32
9		MISC.		
10	1	Current Technologies - Installation Materials Bundle (Including Conduit, 250' ft of cable, and misc.)	\$109.34	\$109.34
11		LABOR		
12	1	Prevailing Wage Surveillance Labor	\$1,400.00	\$1,400.00

Line	Qty	Description	Unit Price	Ext. Price
------	-----	-------------	------------	------------

SubTotal \$3,191.90

This quote is subject to Current Technologies' Terms and Conditions located at <http://www.currenttech.net/terms>
 Product and labor orders over \$2,500 require 50% payment up front, 50% due within 15 days of receipt or upon completion of project. Shipping/Handling & applicable sales tax are not included in this quote and will be invoiced. The following items require prepayment in full: Software, Hardware/Software Maintenance Contracts & Support & Thermal Cameras.

To order, please sign and email to orders@currenttech.net or request an e-signature link from your salesperson

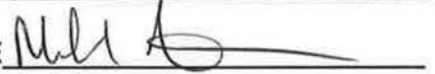
Agreed and Accepted by _____ Date _____ PO# _____

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 23-R-0032 – Contract Award – KLM Engineering, Inc. for Professional Engineering Services Related to the Fremont Street Water Tower Rehabilitation Project for an amount not to exceed \$83,590.00

AGENDA ITEM NUMBER:4.E.**COMMITTEE AGENDA DATE:** April 6, 2023
COUNCIL AGENDA DATE: April 17, 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 Fremont Street Water Tower is the oldest water tower, constructed in 1952. It has a storage capacity of 250,000 gallons. It was last painted in 1990. The condition assessment confirmed it is overdue for paint application and safety upgrades. In 2020, State Senator Karina Villa, as part of the Public Act 102-0017 via Senate Bill (SB2800) included improvements associated with this water tower to be appropriated from the Build Illinois Bond Fund via the Illinois Department of Commerce and Economic Opportunity (DCEO). The cost included associated with this improvements is listed at \$750,000.00 in SB2800.

On March 3, 2023, the City received an email notification from the DCEO Grant Manager the aforementioned improvements are approved by the Accounting section of the DCEO and is now moving up in the queue for some additional approvals. This is a good indication that funding may become available in the near future. The City is awaiting a formal agreement from DCEO. The improvements include sandblasting, new interior coating, exterior coatings, and landscaping improvements. OSHA approved safety systems including railings, ladders and fall protection are also part of the scope of work.

KLM Engineering, Inc. of Woodbury, Minnesota, with offices located in New Lenox, Illinois, completed inspection and condition assessment of the water tower in 2019. KLM is most familiar with the repairs required and conditions of the Fremont Tower. KLM has provided similar services for the City ground storage tanks for its Booster Station #4 (320 E Forest Avenue) and Booster Station #8 (1255 Helena Drive) project in 2022. Based on their knowledge of the Fremont Tower and City's successful working relationship, City staff requested a professional engineering services proposal from KLM for the 2023 Fremont Tower Rehabilitation Project. Their scope of services will include, but not be limited to, development of design plans, project specifications, bid documents, bidding assistance, on-site construction inspection, shop drawing review, pay estimates, project coordination, and other miscellaneous services during the project. KLM submitted a cost proposal of \$83,590.00, which is appropriate for this type of a project.

Staff recommends award of the contract to KLM. In 2023, Water Fund capital budget (06-34-47-4806) includes \$850,000.00 for professional engineering design services and construction related to the tower pending award of the grant.

CITY OF WEST CHICAGO

ACTIONS PROPOSED:

Approve Resolution No. 23-R-0032 authorizing the Mayor to execute a Contract with KLM Engineering for professional engineering services related to the 2023 Fremont Street Water Tower Rehabilitation Project for an amount not to exceed \$83,590.00.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 23-R-0032

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT
WITH KLM ENGINEERING FOR PROFESSIONAL ENGINEERING
SERVICES RELATED TO THE
2023 FREMONT STREET WATER TOWER REHABILITATION PROJECT
FOR AN AMOUNT NOT TO EXCEED \$83,590.00**

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 KLM Engineering for professional engineering services related to the 2023 Fremont Street Water Tower Rehabilitation Project for an amount not to exceed \$83,590.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 17th day of April 2023.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

Executive Office Manager Valeria Perez



West Chicago, Illinois

**Proposal for
Reconditioning Services**

March 15, 2023



March 15, 2023 - REVISED

Sent via Email Only

Mr. Rocky Horvath
Utility Superintendent
City of West Chicago
475 Main Street
West Chicago, Illinois 60185

**RE: 250,000-Gallon Ellipsoidal Legged "Freemont Street Tower"
West Chicago, Illinois**

Dear Mr. Horvath:

Thank you for the opportunity to submit this proposal to provide consulting and inspection services during the rehabilitation of the above-referenced water tank.

KLM is a consulting and inspection firm specializing in water storage tanks. Our staff has credentials associated with AWS Welding and AMPP coating inspections. We bring together key components from all aspects of services to fulfill each of our client's goals and expectations.

The professionals at KLM have been working on water towers since the 1970's. We have combined experience of over 150 years and have rehabilitated over 500 water towers of various sizes. With KLM professional inspections, a tower's coating system can last 25 – 30 years.

KLM sets the standards that other companies strive to duplicate. No firm receives the respect from tank contractors and subcontractors like KLM. Our inspectors climb the towers daily to inspect and document the work; holding contractors accountable for quality workmanship and ensure that the specifications are met. Our dedication to quality inspections can be seen nationally, as our projects are represented each year in Tnemec's Tank of the Year calendar contest.

We look forward to the opportunity to assist the City of West Chicago on this project. With our team's expertise, we are confident this project will be completed to your satisfaction.

Sincerely Yours,



KLM ENGINEERING, INC.
James Creed
Great Lakes Regional Manager
338 Alana Drive
New Lenox, IL 60451
Cell: 651-238-4905
Email: jcreed@klmengineering.com

TABLE OF CONTENTS

Project Profiles.....	4
References	7
FIRM PROFILE & TEAM MEMBERS.....	8
About Us.....	9
Regional Offices	9
Insurance Coverage.....	10
Professional Affiliations	10
Project Team Chart	11
Project-Specific Team Member Resumes.....	12
PROPOSAL.....	16
Project Understanding.....	17
Benefits to the City of West Chicago	17
Timeline.....	17
Design.....	18
Specifications	18
Construction Services.....	20
Antenna Inspection.....	21
Warranty Inspection	21
Deliverables.....	22
Fee Summary	22
Why Use KLM.....	22
Cost Breakdown	23
Agreement	24
KLM SUPPORT DOCUMENTS	25
KLM Terms and Conditions	26

DISCLAIMER:

The information in this proposal is confidential, may be legally privileged, and is intended for the sole use of the City of West Chicago. Access to this proposal by another company is not permitted. If you are not the intended recipient, any disclosure, copying, distribution of any action taken or committed in reliance on it is prohibited.

PROJECT PROFILES

KLM has an unparalleled record of consistently delivering successful projects like yours. KLM has planned, designed and refurbished water towers for the past twenty-seven (27) years. The longevity of the coatings system of our projects is what we are most proud of. What owners most appreciate is the return-on-investment KLM brings to each new construction or rehabilitation project. This section highlights projects KLM has completed.



City of La Grange, IL Gordon Park Water Tower | 1.5 MG Single Pedestal

Inspection Services - Reconditioning | 2021
Specification | 2021



Justice-Willow Springs Water Commission High Tank | 1 MG Hydropillar

Reconditioning - Inspection Services | 2022
Specification Consulting Services | 2021
Evaluation | 2021



City of Joliet, IL Rock Run Tower | 0.5 MG Single Pedestal

Inspection Services - Reconditioning | 2020
Evaluation | 2018, 2016



City of Elgin, IL
Randall Road Tower | 1 MG Single Pedestal

Inspection Services - Reconditioning | 2017
Evaluation | 2016



City of Lockport, IL
Karen Springs Park Reservoir | 2.5 MG GSR

Repairs | 2021
Evaluation | 2020
Exterior Cleaning | 2020



City of St. Croix Falls, WI
Jefferson Street Standpipe | 0.06 MG Standpipe

Inspection Services - Reconditioning | 2021
Design Services | 2021
Evaluation | 2020, 2015



City of Prescott, WI
Tower No. 2 | 0.25 MG Single Pedestal

Inspection Services - Reconditioning | 2021
Design Services | 2020



City of Mineral Point, WI
Tower No. 1 | 0.4 MG Hydropillar

Warranty Inspection | 2021
Inspection Services - Reconditioning | 2020
Evaluation | 2019



City of Dodgeville, WI
Tower No. 1 | 0.5 MG Single Pedestal

Inspection Services - Design Build | 2016
Design Services | 2016
Evaluation | 2016



City of Baraboo, WI
Mine Street Tower | 0.3 MG Single Pedestal

Inspection Services - Reconditioning | 2015
Evaluation Services | 2012



City of St. Croix Falls, WI
West Pine Street Tower | 0.15 MG Single Pedestal

Inspection Services - Reconditioning | 2021
Design Services | 2021

REFERENCES

The following is a summary list of the projects from the past five (5) years. A more complete list of references can be provided upon request.

New Tank

Effingham, IL
Owner: City of Effingham
Client: Milano & Grunloh Engineering, LLC
Contact: Lee Beckman 217-347-7261

Recondition

Joliet, IL
Owner: City of Joliet
Client: City of Joliet
Contact: Nicholas Gornick 815-724-3625

Sycamore, IL
Owner: City of Sycamore
Client: City of Sycamore
Contact: Mark Bushnell 815-895-4557

West Chicago, IL
Owner: City of West Chicago
Client: City of West Chicago
Contact: Rocky Horvath 630-293-2255

DeKalb, IL
Owner: City of DeKalb
Client: City of DeKalb
Contact: Bryan Faivre 815-748-2030

Burlington, WI
Owner: City of Burlington
Client: City of Burlington
Contact: Peter Riggs 262-342-1182

Elgin, IL
Owner: City of Elgin
Client: City of Elgin
Contact: Nora Bertram 847-931-6744

LaGrange, IL
Owner: City of LaGrange
Client: Baxter & Woodman
Contact: Chuck Brunner 815-459-1260

Justice, IL
Owner: Justice-Willow Springs Water Comm.
Client: Justice-Willow Springs Water Comm.
Contact: Colleen Kelly 708-325-5276

Elkhorn, WI
Owner: City of Elkhorn
Client: City of Elkhorn
Contact: Tim Boss 262-475-9213

Delavan, WI
Owner: City of Delavan
Client: City of Delavan
Contact: Nick Griffin 262-728-5585



ABOUT US

Founded in 1995, **KLM Engineering, Inc.** is a consulting and inspection firm. On average, KLM completes over 150 water storage projects each year for clients across the United States. KLM specializes in:

- ◆ Inspection services on new and reconditioned elevated water towers, ground storage reservoirs, water treatment plants, wastewater treatment plants and concrete tanks during construction.
- ◆ Inspection and evaluations of existing concrete and steel storage tanks, pressure vessels, and other related structures.
- ◆ Design Build services.
- ◆ Preparation of project specifications for tank rehabilitation/ lead paint abatement and disposal.
- ◆ Welding inspection during rehabilitation.
- ◆ Tank cleanings.
- ◆ Non-destructive testing.
- ◆ Antenna lease reviews, removal and installation inspections, and drawing reviews.
- ◆ Wastewater treatment plant inspections.

Our Engineers Are:

- ◆ Experienced in design and structure modifications based upon years of employment with tank fabricators, erectors and consulting engineers.
- ◆ Experienced at examining existing tanks regarding corrosion, structure integrity and fitness for continued service.
- ◆ Registered Professional Engineers with practical knowledge of current designs and code requirements.

Our Inspectors Are:

- ◆ Association for Materials Protection & Performance (AMPP), formerly NACE, trained/ certified protective coating inspectors.
- ◆ American Welding Society (AWS) associate/ certified welding inspectors.
- ◆ Experienced journeyman painters, climbers and riggers with the proven abilities to perform proper hands-on inspections and testing.
- ◆ Experienced in project management and enforcement of specifications for quality control and lead abatement.

REGIONAL OFFICES

- ◆ Headquarters | Woodbury, Minnesota
- ◆ Great Lakes Region | New Lenox, Illinois
- ◆ West Central Region | Prairie Village, Kansas

INSURANCE COVERAGE

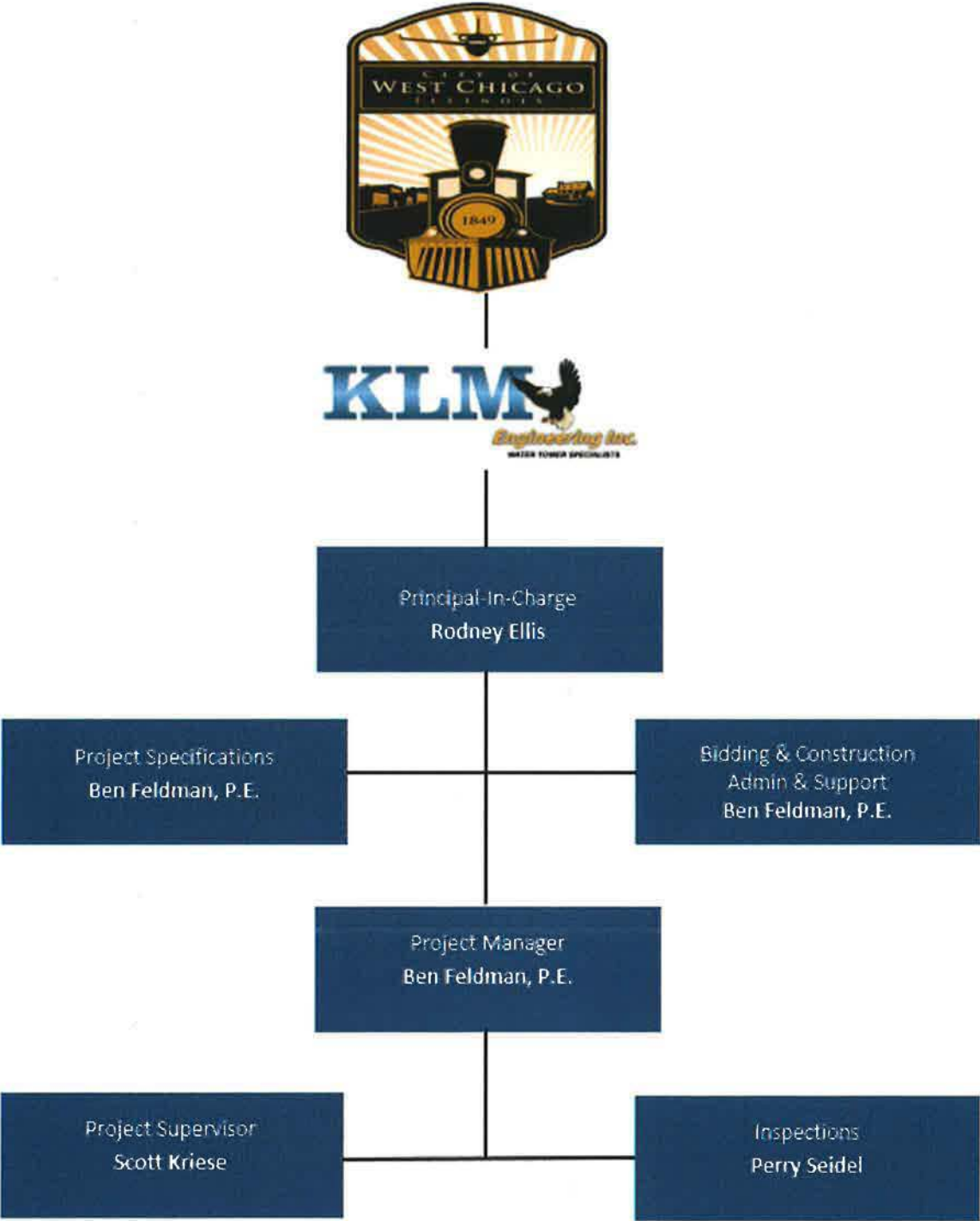
Our firm maintains general liability, automotive, professional liability insurance and workers compensation. A certificate of insurance, listing the client as additional insured, will be provided upon execution of a contract.

PROFESSIONAL AFFILIATIONS



PROJECT TEAM CHART

Designed Specifically For:



PROJECT-SPECIFIC TEAM MEMBER RESUMES



Rodney Ellis,
Vice President/COO

612.810.0956
rellis@klmengineering.com



Education, Experience, & Certifications

- Mount Senario College
- Federal Department of Natural Resources
- OSHA 10
- NACE/AMPP Certified
- AWS Weld Inspection Certified
- Certified Competent Climber

KLM Projects

City of Valley Center, KS

Reconditioning of 0.75MG composite



Village of Dresser, WI

Reconditioning of 0.2MG double ellipsoidal

City of Farmington, MN

Reconditioning of 1.5MG hydropillar

City of Baxter, MN

Reconditioning of 0.75MG hydropillar

City of St. Cloud, MN

Reconditioning of 1.0MG hydropillar

City of Chatfield, MN

Reconditioning of 0.2MG ground storage tank

Village of Curtiss, WI

Reconditioning of 0.15MG single pedestal

City of Hastings, MN

Reconditioning of 0.75MG hydropillar

City of Goodview, MN

Reconditioning of 0.1MG single pedestal

Jackson County PWS #1, MO

Reconditioning of 1.5MG elevated tower

Justice-Willow Springs Water Commission, IL

Reconditioning of 1.0MG hydropillar



Ben Feldman, P.E.
Civil Engineer

651.773.5111

bfeldman@klmengineering.com



Education, Experience, & Certifications

- University of Minnesota
 - Twin Cities
 - o Civil Engineering
 - o Business Management
- NACE/AMPP Certified
- OSHA 10
- MN License No. 49598

KLM Projects

City of Hastings, MN

Reconditioning of 0.75MG hydropillar

City of Hinckley, MN

Reconditioning of 0.15MG double ellipsoidal

City of Hinckley, MN

Reconditioning of 0.3MG single pedestal

City of Delavan, WI

Reconditioning of 0.5MG single pedestal

City of Lawrence, KS

Reconditioning of 1.5MG ground storage tank

City of Goodview, MN

Reconditioning of 0.1MG single pedestal

City of Thief River Falls, MN

Reconditioning of 0.5MG single pedestal

City of West Chicago, IL

Reconditioning of 0.5MG booster reservoirs

City of Andover, MN

Reconditioning of 1.0MG hydropillar

City of Clarkfield, MN

Reconditioning of 0.15MG elevated tank

St. Paul Regional Water Services, MN

Reconditioning of 1.5MG hydropillar



Scott Kriese,
Project Supervisor

651.773.5111
skriese@klmengineering.com



Education, Experience, & Certifications

- NACE/AMPP Certified
 - Level III
 - No. 11236
- Certified Competent Climber
- OSHA 10

KLM Projects

City of Valley Center, KS

Reconditioning of 0.75MG composite



Village of Dresser, WI

Reconditioning of 0.2MG double ellipsoidal

City of Farmington, MN

Reconditioning of 1.5MG hydropillar

City of Baxter, MN

Reconditioning of 0.75MG hydropillar

City of St. Cloud, MN

Reconditioning of 1.0MG hydropillar

City of Sioux Falls, SD

Reconditioning of 1.5MG composite

City of Neodesha, KS

Reconditioning of 0.2MG single pedestal

Jackson County PWSD #1, MO

Reconditioning of 1.5MG elevated water tower

Rogers Water Utilities, AR

Reconditioning of 2.0MG toro ellipsoidal

City of Hastings, MN

Reconditioning of 0.75MG hydropillar

City of Sartell, MN

Reconditioning of 0.4MG elevated tank



Perry Seidel,
On-Site Resident Inspector

651.773.5111
pseidel@klmengineering.com



Education, Experience, & Certifications

- CIP Level I 106688
- Scaffolding Safety Qualification Training
- SAIS Suspended Scaffold Competent
- Telehandler Operation Certificate
- First Aid/CPR/AED
- OSHA 30

KLM Projects

City of Lino Lakes, MN

New construction of 1.5MG composite

City of St. Louis Park, MN

Reconditioning of 1.5MG ground storage reservoir

City of Minnetonka Beach, MN

New construction of 0.075MG legged tower

City of St. Croix Falls, WI

Reconditioning of 0.15MG single pedestal

City of Hinckley, MN

Reconditioning of 0.3MG single pedestal

City of Andover, MN

Reconditioning of 1.0MG hydropillar

City of Hastings, MN

Reconditioning of 0.75MG hydropillar

City of Otsego, MN

New construction of 1.5MG composite

City of Shafer, MN

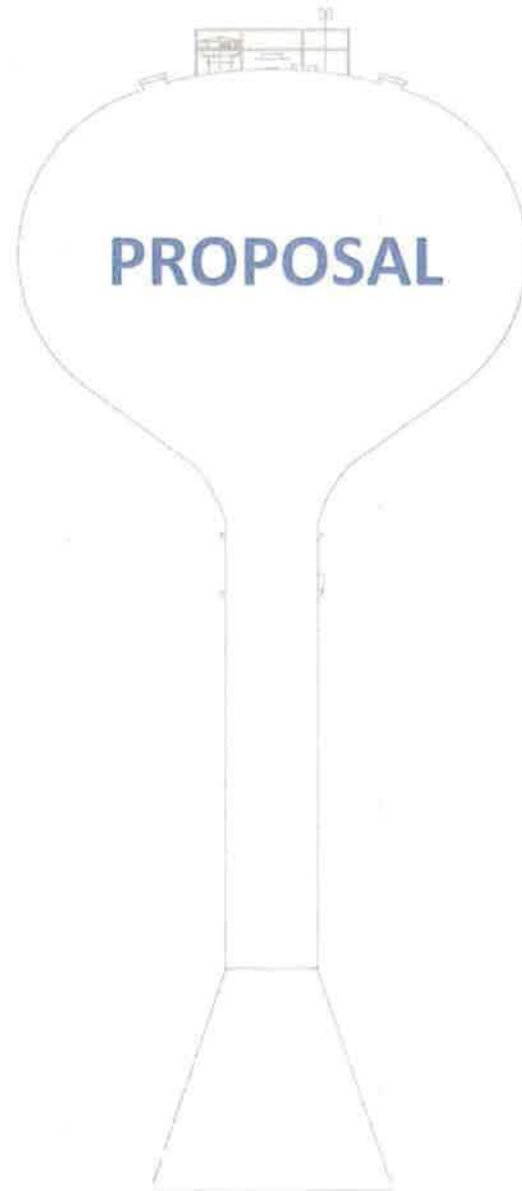
Reconditioning of 0.075MG hydrocone

City of Hugo, MN

New construction of 1.5MG composite

City of Coon Rapids, MN

Reconditioning of 5.5MG ground storage tank



PROJECT UNDERSTANDING

An Inspection and a dry tank cleanout evaluation was done on the Fremont tank in 2019 to assess current conditions and develop a baseline of repair and maintenance procedure scheduling. The reconditioning of this tank was recommended on the report. This reconditioning, along with routine maintenance and inspection will provide an anticipated thirty (30) year coating lifespan.

KLM understands that this project will be under a DCEO Grant. As such, we abide by requirements of said DCEO Grant and submit required information to the City.

BENEFITS TO THE CITY OF WEST CHICAGO

Today's protective coating systems are designed to last 25-30 years with only minor maintenance. Tight project specifications and full-time inspections give the coating systems the opportunity to realize their intended service life.

1. The reservoir-specific submittals will be reviewed to verify conformance to the specifications, AWWA, OSHA, and State regulations. KLM will respond in writing regarding the acceptance of the submittals.
2. KLM proposes to prepare a technical specification package specifically designed for water tower reconditioning. Our experience has shown that the more comprehensive the specification is, the more likely it is that the project is completed on time, on budget, with quality workmanship. The technical specifications mitigate requests for change orders during reconditioning.
3. Welding & full-time AMPP Coating Inspections during reconditioning assures that the work performed by the contractor is in conformance with the specifications, as to maximize its life expectancy. KLM's inspectors monitor workmanship during all phases of work to verify the contractor's work meets the specification. Utilizing this process reduces reconditioning cycles over the life of the tank.
4. Our project administration and inspection services provide a buffer between the project specifications and the real-world challenges that can negatively affect the project performance. To initiate the project correctly, KLM's project management assures that a qualified contractor is retained at an appropriate cost.

TIMELINE

Upon execution of an agreement, KLM proposes the following schedule to perform the work:

- A. Specifications.
 - ◆ Completed in 60 days.
- B. Construction Management & Inspection Services.
 - ◆ Completed in 2023.
- C. Warranty Inspection (2 year)
 - ◆ ROV, completed per Agreement.

DESIGN

KLM will also perform the following related specification services:

1. Meet with the Owner to review plans and specifications.
2. Produce preliminary and completed copies of the specifications for the Owner.
3. Provide an updated cost estimate.
4. Advertise specifications.
5. Attend and facilitate a mandatory pre-bid meeting, virtually.
6. Respond (in writing) to bidder questions.
7. Tabulate results for Owners.
8. Evaluate contractors' bid proposals for conformance to the specification.
9. Make a written recommendation to the Owner on the low, qualified bidder(s).
10. Prepare Notice of Award and contract Agreement (forward to Owner).

SPECIFICATIONS

The project specifications will include:

a. **Advertisement for Bids**

This section provides a detailed description of the project and meets the requirements for legal advertisements.

b. **Instruction to Bidders**

This section provides precise instructions to bidders, including the scope of work, insurance, payments, time of completion, bidder qualifications, taxes and permits, legal requirements, performance and payment bonds and other important project information.

c. **Bid Forms**

This section contains the bid proposals, construction time frame, alternate bid proposals, legal requirements and the bidder and subcontractor qualification forms.

d. **Project Requirements**

This section includes a complete description of the project, project schedule(s), execution of contract documents, notice to proceed, project meetings, quality assurance, liquidated damages and legal and technical requirements for executing the scope of work.

e. **Technical Specifications**

This section details the technical specifications for structural modifications, surface repairs, interior and exterior surface preparation, exterior abrasive blast, containment, disposal of spent abrasives, dehumidification, lettering and logo, submittals, workmanship, unfavorable weather conditions,

protective coating and material, repair work, health and sanitary facilities, clean up, ventilation and safety requirements, inspection of work, sterilization of tank interiors and containment plan.

f. Supplemental Conditions

This section supplements or amends the General Conditions and/or other provisions of the Contract Documents.

g. General Conditions

This section includes all the General Conditions designed for water tank reconditioning, such as authority of the Engineer, engineering inspection, modifications, additions and subtractions of scope of work, extensions of time, insurance and other appropriate items.

h. Contract Documents

This section provides the form of agreement to be used between the Owner and Contractor.

i. Payment and Performance Bond

Bonds for payment and performance are required for this project, as specified by state law.

j. Appendix A – Photos

This section includes copies of color photographs. This provides the contractor with a clear perspective of the interior/exterior conditions of the tank and the scope of work involved.

k. Appendix B – Drawings

This section includes drawings, which define structural repairs or modifications and welding definitions.

l. Appendix C – Surface Preparation Requirements

This section references excerpts from AMPP Standard Practice SP0178-2007 Standard Practice: Design, Fabrication and Surface Finish Practices for Tanks and Vessels to Be Lined for Immersion Services for defining welding and grinding requirements of the structural repair or modifications.

m. Appendix D – Paint Chip Lead Test Results

This section contains paint chip test results for lead and chromium used to calculate the risk factor and classification of containment required for conformance with Federal and State Environmental Regulations.

n. Appendix E – Lettering and Logo (optional)

If required, this section includes drawings of any required lettering and logo. Such drawings are to be provided by Owner.

CONSTRUCTION SERVICES

Construction Administration

The project manager and project supervisor work together on managing the project. KLM performs the review of the submittals and communicates with the inspector daily to help enforce the project specifications, as necessary. The project supervisor is the main contact between the contractor representative and the Owner/Engineer. The project manager performs the final review of the submittals and will assist the supervisor, as required.

Construction Management Consists of The Following:

- ◆ Attend pre-construction conference.
- ◆ Periodically perform on-site review of project's work status and report to the Owner.
- ◆ Coordinate progress meetings, as necessary.
- ◆ Review of meeting minutes.
- ◆ Scheduling of inspections.
- ◆ Project close-out administration.
- ◆ Establishes warranty date.
- ◆ Review of inspector's daily documentation.
- ◆ Process change-orders.
- ◆ Prepare monthly payment request forms.
- ◆ **Review & approve of the contractor's submittals:**
 - ✓ Drawing reviews.
 - ✓ Welder Certifications.
 - ✓ Welder Qualifications
 - ✓ Welding Procedures.
 - ✓ Coating Materials Submittal.
 - ✓ TLCP Sampling Plan.

Construction Observation

The inspector assigned to this project will be a AMPP Coating Inspector and/or AWS Certified Welding Inspector. All our inspectors have extensive practical experience and knowledge of water storage tank reconditioning. They are experienced sandblasters, painters, climbers, riggers, coating inspectors, welders and welding inspectors which allow the inspector to perform inspections alongside the contractor to ensure the conformance to the project specification.

Field Inspections Consist of the Following:

- ◆ A pre-construction meeting with the client and contractor to clearly define the role of the Engineer and Inspector, to discuss the intent of the specifications, and to ensure all parties agree to the scope of work and expectations regarding the quality of work.
- ◆ Monitor and approval of the structure repairs and modifications for conformance to the specifications.
- ◆ Inspection of the abrasive blasting media and equipment for conformance to the specifications and to prevent contamination of surfaces during surface preparation with moisture and oil or other contaminants.
- ◆ Monitor the paint removal and disposal process for conformance to the specifications and environmental regulations.
- ◆ Monitor the contractors mixing and application of the coats for conformance to the specifications and the coat manufacturer's recommendations.
- ◆ Approve surface preparation samples.
- ◆ Record the contractor's progress for adherence to the construction schedule.
- ◆ Submit daily and weekly inspection reports & photos. Prepare and file copies of the reports on construction activities.
- ◆ Coordinate and review testing of materials for conformance to the specification and environmental regulations.
- ◆ Monitor punch list items and subsequent corrective action by the contractor.
- ◆ Final inspection, substantial completion and project acceptance.

ANTENNA INSPECTION

KLM recommends the Owner establish an escrow account from the tenant(s) (telecom carrier(s)) for any engineering and inspection related work on this project. KLM recommends \$9,000 per carrier and \$3,000 for any city antennas.

WARRANTY INSPECTION (2 Year)

KLM proposes to perform a ROV warranty inspection on the referenced tank prior to the expiration of the performance bonded warranty. The warranty inspection will include an inspection report. The fixed fee does not include any necessary warranty repair work required.

DELIVERABLES

The city owns and retains this documentation. KLM also retains these records for future reference. Deliverables submitted electronically, unless indicated hard copy.

- ◆ Professional Engineering Certified plans and specifications.
- ◆ State Regulatory documentation including permitting, State Agency or Department of Health, TCLP Texting and Waste Tracking.
- ◆ Contractor Submittals.
- ◆ Daily Logs & Weather Logs.
- ◆ Surface Preparation.
- ◆ Daily Digital Photos.
- ◆ Weekly Summary & Progress Meetings.
- ◆ Project Acceptance Certificate.
- ◆ Warranty Inspection Report (Owner & Contractor).

FEE SUMMARY

KLM Engineering estimates this to be an eight (8) week project for the contractor and seven (7) weeks of inspection services during the course of the project. KLM will manage the water tower rehabilitation with project management, welding inspection, coating inspection, antenna inspection and a ROV warranty inspection, as detailed below.

Specification, Bidding Assistance & Submittal Reviews	\$ 16,000.00
Construction Management and Observation	\$ <u>67,590.00</u>
TOTAL FIXED, NOT TO EXCEED	\$ 83,590.00
Warranty Inspection 2025	\$ 3,500.00

See Cost Breakdown on following page.

WHY USE KLM

KLM Engineering, Inc. has been evaluating water towers for over 27 years. KLM is the leader in providing engineering and inspection services during reconditioning of towers greater than 100,000-gallons in Illinois. Our reference list has customers including the US Military, US Steel, Indian Health Services, State of Illinois, and municipalities ranging from coast-to-coast and beyond, including Hawaii.

Cost Breakdown



Project Name 250,000-Gallon Ellipsoidal, Legged "Freemont Street Tower"
 City, State West Chicago, IL
 Description Consulting & inspection services during rehabilitation

Staff	Hrly. Rate	Design Services		Construction Management		Construction Observation		Warranty		Total	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Principal	\$ 250.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Structural Engineer	\$ 225.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Professional Engineer	\$ 200.00	80	\$ 16,000.00	0	\$ -	0	\$ -	0	\$ -	80	\$ 16,000.00
Engineer in Training	\$ 130.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Project Management	\$ 150.00	0	\$ -	8	\$ 1,200.00	0	\$ -	0	\$ -	8	\$ 1,200.00
Project Supervision	\$ 145.00	0	\$ -	21	\$ 3,045.00	0	\$ -	0	\$ -	21	\$ 3,045.00
NACE/AWS Inspector Travel Time	\$ 130.00	0	\$ -	0	\$ -	0	\$ -	16	\$ 2,080.00	16	\$ 2,080.00
NACE/AWS Inspector	\$ 130.00	0	\$ -	0	\$ -	392	\$ 50,960.00	0	\$ -	392	\$ 50,960.00
Admin	\$ 90.00	0	\$ -	14	\$ 1,260.00	0	\$ -	2	\$ 180.00	16	\$ 1,440.00
Subtotal		80	\$ 16,000.00	43	\$ 5,505.00	392	\$ 50,960.00	18	\$ 2,260.00	533	\$ 74,725.00
Expenses			\$ -		\$ -		\$ 11,125.00		\$ 40.00		\$ 11,165.00
Report			\$ -		\$ -		\$ -		\$ 1,200.00		\$ 1,200.00
Equipment			\$ -		\$ -		\$ -		\$ -		\$ -
Total			\$ 16,000.00		\$ 5,505.00		\$ 62,085.00		\$ 3,500.00		\$ 87,090.00

2024 Total Fixed, Not To Exceed Price	\$ 83,590.00
2025 Warranty Inspection - Fixed Price	\$ 3,500.00
TOTAL PROJECT PRICE	\$ 87,090.00

AGREEMENT

This proposal is valid for thirty (30) days from the date of this proposal. If the City finds this proposal acceptable, please sign and return by mail, fax or email. By signing and returning this signature page only, you agree to the terms of the entire proposal document submitted.

This Agreement, between the City of West Chicago of West Chicago, Illinois and KLM Engineering, Inc. of Woodbury, Minnesota is accepted by:

CITY OF WEST CHICAGO
475 Main Street
West Chicago, Illinois 60185

KLM ENGINEERING, INC.
338 Alana Drive
New Lenox, IL 60451



Signature

Signature

Name

James Creed
Name

Title

Great Lakes Regional Manager
Title

Date

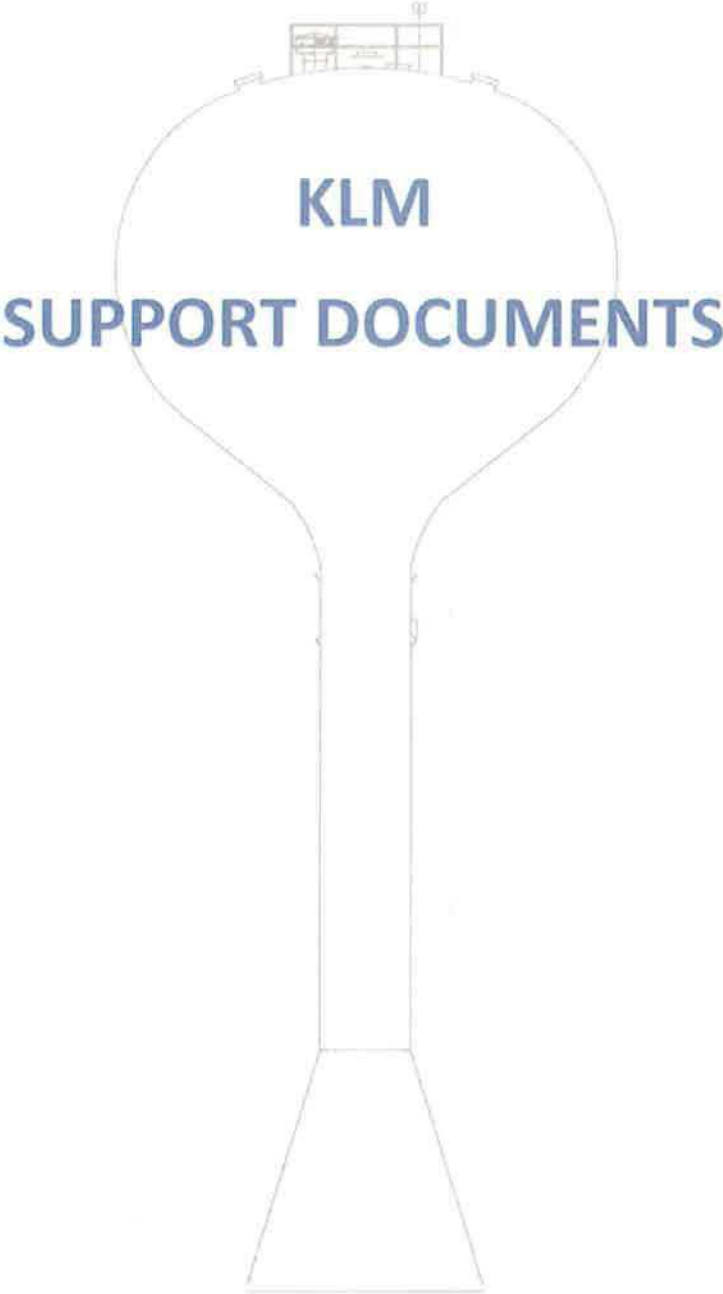
March 15, 2023
Date

We look forward to working with you.

Sincerely,

KLM ENGINEERING, INC.
James Creed
Great Lakes Regional Manager
338 Alana Drive
New Lenox, IL 60451
Cell: 651-238-4905
Fax: 651-773-5222
Email: jcreed@klmengineering.com

REV 2023.01.01



**KLM ENGINEERING, INC. (KLM)
TERMS AND CONDITIONS**

1. **AGREEMENT.** The agreement between the parties when entered by the parties shall include the applicable referenced agreement documents (i.e., KLM proposal/Agreement) and shall include these KLM Terms and Conditions (the "Agreement"). The Agreement may not be modified except by mutual agreement in writing.
2. **ADDITIONAL SERVICES.** Additional work or services shall not be performed without a KLM executed change order or purchase order outlining the scope of additional work or services.
3. **KLM CLIENT RESPONSIBILITIES.** The KLM Client shall fully disclose to KLM its knowledge of the condition of the project structure(s), its past and present contents and shall provide KLM with full information regarding the requirements for the project; shall designate an individual to act on the KLM Client's behalf regarding the project; and provide safe access to and at the project site. When reasonably requested by KLM, the KLM Client shall furnish the services of other consultants including, but not limited to engineers and insurance representatives. The KLM Client shall test for pollution and hazardous materials when required by law or as requested by KLM. The KLM Client shall provide KLM with all necessary permits and other authorizations.
4. **SAFETY.** KLM shall be responsible for the safety of KLM personnel at the project site. The KLM Client or other persons shall be responsible for the safety of all other persons at the project site. The KLM Client shall inform KLM of any known or suspected hazardous materials or unsafe conditions at the project site. If, during the course of the KLM services, such materials, or conditions are discovered at the project site, KLM reserves the right to take measures to protect KLM personnel and equipment or to immediately terminate KLM services. The KLM Client agrees to be responsible for, and agrees to pay, any such additional protection costs. Upon such discovery by KLM, KLM agrees to use commercially reasonable efforts to notify the KLM Client in writing, of hazardous materials or unsafe conditions regarding the project site.
5. **HAZARDOUS MATERIALS.** Unless otherwise agreed to in the scope of work with the KLM Client, KLM has no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials at the project site. To the full extent permitted by the law, the KLM Client shall defend, indemnify, and hold harmless KLM, its employees and representatives from all claims, including costs and attorney fees, arising out of the presence of hazardous materials or exposure to the same on the job site.
6. **SITE ACCESS AND RESTORATION.** The KLM Client will provide KLM and its representatives with safe and legal project site access. It is understood by the KLM Client that in the normal course of KLM providing its services and work, some nominal damage to the project site may occur. KLM agrees to take reasonable commercial precautions to minimize such damage, if any. Restoration of the project site, if any, is the responsibility of the KLM Client, unless otherwise agreed to in writing in the scope of work.
7. **KLM LIMITED WARRANTY AND DISCLAIMER.** KLM will perform services consistent with the standard of care and skill normally performed by other like firms in the industry and profession at the time of this service and in the geographic area of the project. **EXCEPT AS EXPRESSLY STATED IN THIS SECTION, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, PERTAINING TO THE PRODUCTS AND SERVICES SOLD UNDER THIS AGREEMENT. KLM DISCLAIMS ANY IMPLIED**

WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL KLM BE LIABLE TO THE KLM CLIENT, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, CUSTOMERS OR ANY OTHER THIRD PARTY, FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOSS OF REVENUE OR LOSS OF PROFIT, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING OR FUNCTIONING OF ANY ITEM OR SERVICES PROVIDED FOR IN THIS AGREEMENT OR FROM ANY OTHER CAUSE, INCLUDING WITHOUT LIMITATION CLAIMS BY THIRD PARTIES, EVEN IF KLM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **SCHEDULING.** Prior to KLM scheduling its services related to the project, the KLM Client shall furnish KLM with a written Agreement, purchase order or other written request for KLM services and shall give as much notice as reasonably possible in advance of the time when the KLM services are desired to commence. The KLM service schedule shall be mutually agreed upon by the parties in writing. If a KLM inspection is canceled or delayed after KLM personnel and/or equipment are in transit to the project site, then the KLM Client shall be billed, and the KLM Client agrees to pay for KLM time and expenses according to the then current KLM Fee Schedule for KLM time spent and KLM costs incurred. If KLM is unable to redirect KLM representatives to other third-party project sites on the canceled or delayed scheduled service day, at a minimum, the KLM Client will be billed and the KLM Client agrees to pay KLM for one (1) full day of KLM labor.
9. **INSURANCE.** KLM will maintain worker's compensation insurance and comprehensive general liability insurance. KLM will provide KLM Client with a certificate of insurance upon KLM Client's request.
10. **PAYMENT.** KLM will submit periodic invoices for KLM services provided and work performed. Invoices are due upon receipt. The KLM Client agrees to inform KLM of invoice questions or disputes within 10 business days of the invoice date. The KLM Client agrees to pay all undisputed KLM invoiced amounts within 45 days of the invoice date. The KLM Client agrees to pay interest on all overdue amounts at a rate of 1.5% per annum or the rate allowed by law, whichever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts. If any undisputed invoice remains unpaid for 60 days, then KLM may, at its sole discretion, suspend or terminate services to the KLM Client without liability.
11. **INDEMNIFICATION.** KLM shall indemnify and hold harmless the KLM Client and its shareholders, directors, officers, members, governors and employees from liability, claims, losses, and damages arising out of or relating to the applicable Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by KLM's negligent acts or omissions.

The KLM Client shall indemnify and hold harmless KLM and its shareholders, directors, officers, members, governors and employees from liability, claims, losses, and damages arising out of or relating to the applicable Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by the KLM Client's negligent acts or omissions. Further, the KLM Client shall indemnify and hold harmless KLM from all claims or losses arising out of the unauthorized use of KLM's Documents.

12. **LIMITATION OF LIABILITY. IN NO EVENT SHALL KLM OR THE KLM CLIENT BE LIABLE, ONE TO THE OTHER, FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF ANY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.**
13. **DELAYS.** If KLM service or work delays are caused by the KLM Client, by third parties, strikes, natural causes, weather, or other circumstances beyond KLM's control, a reasonable time extension for performance of KLM services and work shall be granted, and KLM shall be entitled to and the KLM Client agrees to pay KLM an equitable fee adjustment.
14. **TERMINATION.** After seven (7) days written notice, either party may elect to terminate this Agreement. Notwithstanding the foregoing, the KLM Client agrees to pay for all KLM services provided and work performed through the date of termination. Notwithstanding the foregoing, the following sections shall survive the termination of this Agreement: Sections 5, 7, 10, 11, 12, 15, 16, 21 and 24.
15. **SEVERABILITY.** Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions of the Agreement shall continue in full force and effect.
16. **KLM'S DOCUMENTS.** All reports, specifications, drawings and other documents furnished by KLM are part of KLM's services and work for the KLM Client and the same are for use only for the project (KLM Documents). KLM retains all ownership of said documents regardless of whether the project is completed. The KLM Client may retain copies of the KLM Documents for reference purposes. KLM does not represent or warrant that the KLM Documents are suitable for reuse on any extension of the project or on other projects. The KLM Client shall not use the KLM Documents without KLM's written consent
17. **ASSIGNMENT.** KLM may not assign this Agreement to any other person unless written consent is obtained from the KLM Client.
18. **AMENDMENTS.** Any modification or amendment of to this Agreement shall require a written agreement signed by both Parties.
19. **NONDISCRIMINATION.** In the hiring of employees to perform work under this Agreement, KLM shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.
20. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota without regard to or application of conflicts of law rules or principles. All proceedings related to this Agreement shall be venued in **Washington County, Minnesota.**
21. **AUDIT.** Pursuant to **Minnesota Statutes, § 16C.05, Subdivision 5**, KLM agrees that the **KLM Client, the State Auditor, or any of their duly authorized representatives** at any time during normal business hours and as often as they may reasonably deem necessary (but under all circumstances not more often than once per calendar year), shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, or records which are pertinent to the accounting practices and procedures of KLM, and involve transactions relating to this Agreement.

22. **JOB SITE IMAGES, PHOTOGRAPHY AND VIDEO.** During the term of this Agreement and thereafter, KLM has the KLM Client's permission to take photographs or video of the project site for training, documentation, education or KLM promotional purposes. A signed Agreement that includes these KLM Terms and Conditions constitutes the KLM Client's written permission to KLM regarding the use of the items and information set forth in this section.
23. **WAIVER.** The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
24. **HEADINGS.** Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.
25. **ENTIRE AGREEMENT.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

End of the KLM Terms and Conditions.

Rev 2022.11.23

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CITY OF WEST CHICAGO


INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 23-R-0033 – FGM Architects, Inc. – Professional Architectural Services related to Space Needs Assessment Study in the not to exceed amount of \$50,400.00

AGENDA ITEM NUMBER: 4.F.
COMMITTEE AGENDA DATE: April 6, 2023
COUNCIL AGENDA DATE: April 17, 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 of West Chicago desires to conduct a Space Needs Assessment Study (SNAS) for a future City Hall facility located on and around 119 W. Washington Street site along with a consolidated Public Works facility located on and around 1400 W. Hawthorne Lane. The purpose of this study is to evaluate the proper facility size for the current and future needs of the City to serve its residents.

The City staff issued a Request for Qualifications (RFQ) on January 4, 2023. The purpose of the RFQ was to invite all professional architectural firms to submit their Statement of Qualifications (SOQ) to perform the SNAS. This is a Qualifications Based Selection (QBS) process, which is widely used throughout the industry, A Most Qualified Firm (MQF) is selected based on qualifications. On February 3, 2023, eleven SOQs were received and evaluated. Seven personnel from the City staff evaluated the SOQs. Following are the results of the evaluation:

Firms	Average Weighted Total
FGMA	89.05
WILLIAMS ARCHITECTS	87.43
DEWBERRY	86.64
WIGHT & COMPANY	81.51
LARSON & DARBY, INC.	79.76
STUDIO GC ARCHITECTURE & INTERIORS	78.81
VALDES ARCHITECTURE AND ENGINEERING	78.38
CORDOGAN CLARK	78.14
WOLD ARCHITECTS & ENGINEERS	77.53
KLUBER ARCHITECTS & ENGINEERS	76.46
TRIA ARCHITECTURE, INC.	72.97

Based on the QBS process, FGMA is determined to be the MQF for this Project. Staff solicited a cost proposal from FGMA following the QBS process. FGMA's scope of work will be including but not limited to assessing the current and future needs of the City Hall including but not limited to Office of the Mayor; City Administrator's Office; Assistant City Administrator's Office, City Council Chambers; Conference rooms; Finance Department including billing counter; Community Development Department including permit counter; Mail/Fax/Copier Room; Other office spaces; Fireproof vault; Fireproof secured server rooms; Employee lunch room; Employee locker rooms; Foyer/lounge area; etc. For Public Works site the scope will be including but not limited to consolidating the operations from various different locations to a centralized location.

CITY OF WEST CHICAGO

FGMA submitted a proposal for \$50,400.00, which includes \$15,000.00 for preliminary geotechnical investigation of both sites. The early geotechnical finding will help the City determine the existing soil conditions on both sites as well as if there is any signs of contamination. The FY 2023 Proposed Budget includes \$100,000.00 under the Capital Fund (08-34-53-4225) for this Project.

ACTIONS PROPOSED:

Approve Resolution No. 23-R-0033 authorizing the Mayor to execute a Professional Architectural Services Agreement with FGM Architects, Inc. related to the Space Needs Assessment Study in the amount not to exceed \$50,400.00.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 23-R-0033

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL ARCHITECTURAL SERVICES AGREEMENT WITH FGM ARCHITECTS, INC. RELATED TO THE SPACE NEEDS ASSESSMENT STUDY IN THE AMOUNT NOT TO EXCEED \$50,400.00.

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a Professional Architectural Services Agreement with FGM Architects, Inc. related to the Space Needs Assessment Study in the amount not to exceed \$50,400.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 17th day of April 2023.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

Executive Office Manager Valeria Perez

FGMARCHITECTS

March 23, 2023

City of West Chicago

Mehul Patel P.E./ CFM, Director of Public Works

475 Main Street

West Chicago, Illinois 60185

via email: MPatel@westchicago.org

Subject: City Hall & Public Works SNA Proposal - Updated
FGMA# M4-0483.00

Dear Mr. Patel,

Thank you for inviting FGM Architects to submit our scope and fee proposal to complete a Space Needs Analysis for your City Hall and Public Works facilities.

On the following pages, please find our understanding of our discussion we have had regarding your project and what you are looking to complete. If you have any questions regarding this proposal or need further information, feel free to contact me directly – 847.875.0775, jasone@fgmarchitects.com.

It has been our pleasure to prepare these materials for you. We look forward to hearing from you regarding your decision.

Sincerely,



Jason Estes, AIA | Principal
jasone@fgmarchitects.com

FGMARCHITECTS

Proposal for

City Hall & Public Works SNA

for:

City of West Chicago

City Hall & Public Works

475 Main Street

West Chicago, Illinois 60185

Submitted to:

City of West Chicago

Mehul Patel P.E./ CFM, Director of Public Works

475 Main Street

West Chicago, Illinois 60185

via email: MPatel@westchicago.org

By:

FGM Architects, Inc.

1211 West 22nd Street, Suite 700

Oak Brook, Illinois 60523

March 23, 2023

1.0 UNDERSTANDING OF PROJECT

The City of West Chicago, also referred to as the Owner, has authorized FGMA to move forward on their Space Needs Assessment for their City Hall and Public Works Facilities.

The Owner's goal is to relocate the City Hall to a new location in the downtown area, and to create a facility that will meet both today's and future operational and community needs. The Owner is also looking to consolidate its Public Works facilities and operations to a single location, also ensuring that it will meet today's and future operations. This SNA does not include interviewing and planning the City's Police operations, but it is anticipated that the downtown site for the City Hall would be master planned to include the potential relocation of the Police Station to this site. FGMA will utilize its expertise to generally size the Police facility to integrate it into the overall planning of the City Hall site.

Anticipated sites for the facilities in the SNA are attached to this proposal for reference.

The City has a timeframe for the SNA that aligns with their CIP budgeting process. It is understood that a draft report is to be complete by June 30, 2023, with the final report finalizing in the next month. This is achievable based upon a mid-April 2023 authorization by the City to FGMA to begin the SNA.

It has been noted that the City is proud of its rich heritage that centers on the railroad and the diversity of the community. FGMA will consider this in the throughout the process of the SNA.

2.0 SCOPE OF ARCHITECT'S & CONTRACTOR'S SERVICES

FGM Architects, Inc. (FGMA) shall provide the following professional services for the project:

2.1 Existing Facilities Analysis

2.1.1 Investigation/ Information Gathering:

- .1 Conduct a facility walk-thru with Owner. Review and discuss issues of the facilities and their operations.
- .2 Document shortcomings of the facilities with regards to space, operations, efficiencies, etc.

2.1.2 Space Needs Report Content

- .1 Interview staff for current and anticipated operations to develop a space needs program.
 - .1 It is anticipated that staff/department interviews will occur at the department head and supervisor/ assistant level and would not extend down to each employee in each department. It is also anticipated that interviews will be grouped up, and not on an individual basis. This would result in 3-5 interview groups per facility.
- .2 Provide simplified summary of current use, operations, staff, and vehicle/ equipment for facility.
- .3 Provide simplified existing floor plan and square footage summaries for comparison.

2.2 Conceptual Planning

- 2.2.1 Develop Conceptual Site Plans for each site that will illustrate the proposed layout, flow, and access for operations. These are visual representations of the building programs. It will include the future Police station on the City Hall site for future planning. Site renderings would be developed to properly reflect impact to the given sites and community. Additional research and development during design may warrant certain changes, which would be reflected in the final planning work.
- 2.2.2 Develop project budgets for each Site based upon information outlined above. Project budgets include hard costs (construction cost) and soft costs. Project budget will include estimated costs for each of the following:
 - Square foot construction costs
 - Architectural/ Engineering costs
 - Estimated soft costs (furniture, fixtures, equipment, permit fees, etc.)
 - Probable inflation costs
- 2.2.3 Meet with Owner to review draft study and project budgets and receive comments.
- 2.2.4 Incorporate Owner's comments and present final study.
- 2.2.5 If additional level of Design Planning is required, an additional fee structure will need to be discussed and agreed upon.

2.3 Additional Required Information

- 2.3.1 The following items will be needed in order to complete this study conducted by FGMA, but are to be provided by the Owner:
 - .1 Owner to provide existing plans for each facility and site plan information for the proposed sites, which will be used as basis during SNA. Plans will be collected from Owner and utilized by FGMA if the proposal is accepted.

2.4 Consultants

FGMA has included limited services for a Civil Engineer to provide feedback on possible stormwater impact, utility impacts, comments on geotechnical data, and site maneuvering for equipment/vehicles.

In addition, we are proposing an allowance of \$10,000 be included with this proposal for geotechnical investigations at the new parcels to better provide accurate budget numbers and design impact for sub-grade preparation.

Otherwise, this proposal is solely for architectural services and budget development . . . therefore building systems (mechanical, electrical and plumbing items) will not be analyzed in depth, so discipline engineers will not be retained. If an issue with a facility warrants additional consultant input, FGMA will discuss with Owner, and those services will be additional to this proposal, as agreed upon at that time.

2.5 Schedule

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FGMA understands the expected schedule of having a draft report before June 30, 2023, and finds this acceptable.

2.6 Deliverables

The final deliverables from this proposal will result in a bound complete report (hard copy and electronic). This can be used by the City to explain the potential solutions as necessary, along with Capital Improvement budgeting moving forward. The final deliverable will include the following:

- SNA study introduction
- Proposed space needs program for each Facility/Department
- Proposed diagrams (site, department relationship, possible refined building plans, etc.)
- Geotechnical information and recommendations for both proposed sites.
- Proposed project budgets
- Summary and Recommendations

3.0 DESIGN TEAM'S COMPENSATION

The Owner shall compensate FGM Architects, Inc. for the SNA as follows:

3.1 For all professional services in connection with the study as described in Paragraph 2 we propose a total **Not to Exceed (NTE) FEE of \$50,400**, which includes an allowance of \$15,000 for geotechnical investigations.

3.1.1 Labor breakout

- 4 hours, Pre-programming, questionnaire
- 20 hours, Existing facility tours, Department/ Staff interviews
- 8 hours, Field verification and background development
- 12 hours, Programming
- 50 hours, Solution diagrams/ planning
- 14 hours, Budgeting
- 6 hours, Draft Report review
- 16 hours, Final Report development and presentation
- 30 hours, Civil coordination and site investigation

3.1.2 Geotechnical Inclusion/ breakdown

- No Phase 1 included since already owner by City
- Proposed City Hall Site
 - o (6) grid style borings at heights from 10'-25' depth
 - o (1) CCDD sample
- Proposed Public Works Site
 - o (10) grid style borings at heights from 10'-25' depth
 - o (2) CCDD samples

3.2 For any Additional Services authorized by the Owner beyond the scope of this Proposal including but not limited to: additional reports and/or documentation, presentations, or coordination with any outside agencies, FGMA shall be compensated on the basis of the

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hourly rates described in the attached Hourly Rate Schedule for the professional and technical employees engaged on the Project plus Reimbursable Expenses.

- 3.3 Payments shall be made by the Owner to FGM Architects, Inc. upon receipt of invoice. Payments shall be made in accordance with the Illinois Prompt Payment Act.
- 3.4 Non-payment of invoices shall constitute grounds for discontinuing service.
- 3.5 The terms of this Proposal are based upon services commencing within 60 days.

4.0 FORM OF AGREEMENT

Upon review and approval of this proposal, FGMA shall enter into a Professional Services Agreement as mutually acceptable for the services outlined in this proposal.

We appreciate this opportunity to be of service to the City of West Chicago.

FGMA Hourly Rate Schedule

Effective February 1, 2023*

Principal (Board of Directors)	\$300.00
Arch IV	\$260.00
Arch III	220.00
Arch II	180.00
Arch I	140.00
Interior Designer IV	\$240.00
Interior Designer III	200.00
Interior Designer II	160.00
Interior Designer I	120.00
Project Administrator	\$135.00

**Rates are subject to adjustment each November 1st.*

MC CONNELL AV

Winfield
Township
College

FREMONT ST

Area: 12.8 Acres





Area: 6.1 Acres

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 23-R-0037 – Contract Award – Hoerr Construction, Inc. for the 2023 Sanitary Sewer Rehabilitation Project for a Base Bid Amount Not to Exceed \$561,800.00 and Reject Alternate Bid #1 and Alternate Bid #2

AGENDA ITEM NUMBER: 4.G.c

COMMITTEE AGENDA DATE: April 6, 2023

COUNCIL AGENDA DATE: April 17, 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 June 2, 2022, the Infrastructure Committee recommend that staff continue the Sanitary Sewer Evaluation Survey and address the defects identified as part of the survey via cured in place pipe, manhole lining, and five feet of lateral lining within the public rights-of-way and easements.

The 2023 Sanitary Sewer Rehabilitation Project consists of the rehabilitation of the City's sanitary collection system using trenchless technologies to address structural defects and infiltration issues. The Project consists of lining approximately 4,500 lineal feet of 8" sanitary sewer in the Roosevelt Highlands Subdivision, which is generally the area between Illinois Route 59 and Gates Street, and between Dayton Avenue and Forest Avenue. The Project location was previously identified by RJN Group, the design engineering firm, as a location of high inflow and infiltration. The project is proposed in a largely residential area and contains some of the City's oldest sanitary sewers made of a vitrified clay pipe. Most of the sanitary sewers in the Roosevelt Highlands Subdivision are located in backyard public easements. A large portion of the sanitary sewer segments in this area are obstructed by severe root intrusion, offset pipe joints, and faulty service lateral connections to the mainline sanitary sewer. The project is scheduled to commence in spring 2023.

RJN prepared the construction plans and bid specifications for this Project, which was separated into three parts due to upward inflationary pressure on the costs of materials used for sewer lining. The Base Bid includes 4,500 feet of sewer lining; Alternate Bid #1 consists of manhole rehabilitation and Alternate Bid #2 consists of an additional 2,050 feet of sewer lining. The Project was advertised in the Daily Herald and on QuestCDN, an online bidding platform on March 8, 2023, with a bid opening on March 28, 2023. The bid results are as follows:

CONTRACTOR	BASE BID	ALTERNATE BID #1	ALTERNATE BID #2	BASE BID RANK
Hoerr Construction, Inc.	\$561,800.00	\$197,602.13	\$245,515.00	1
Performance Pipelining, Inc.	\$565,740.00	\$207,356.00	\$261,362.00	2
<i>Engineer's Estimate</i>	<i>\$578,815.00</i>	<i>\$230,350.00</i>	<i>\$266,100.00</i>	<i>N/A</i>

The FY 2023 budget includes \$600,000.00 under the Sewer Funds Account No. 05-34-43-4410 for both the Construction and Construction Engineering Services of the Project. Hoerr Construction, Inc. of Goodfield, Illinois, submitted the lowest responsible Base Bid, which is approximately three percent lower than the engineer's estimate. Due to budgetary restrictions, staff recommends selecting Hoerr Construction's Base Bid and rejecting Alternate Bid #1 and Alternate Bid #2 for the Project.

RJN had a positive experience working with Hoerr Construction on previous projects with similar scope in various other municipalities in the region and recommends awarding the Project to Hoerr Construction.

CITY OF WEST CHICAGO

Staff recommends awarding the contract to Hoerr Construction, Inc. of Goodfield, Illinois, for the 2023 Sanitary Sewer Rehabilitation Project for a Base Bid amount not to exceed \$561,800.00. Furthermore, staff recommends rejecting Alternate Bid #1 in the amount of \$197,602.13 and Alternate Bid #2 in the amount of \$245,515.00 for the Project.

ACTIONS PROPOSED:

Approve Resolution No. 23-R-0037 authorizing the Mayor to award a construction contract with Hoerr Construction, Inc. of Goodfield, Illinois, for a Base Bid amount not to exceed \$561,800.00, and to reject Alternate Bid #1 and Alternate Bid #2 for the 2023 Sanitary Sewer Rehabilitation Program.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 23-R-0037

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH HOERR CONSTRUCTION, INC. OF GOODFIELD, ILLINOIS, FOR A BASE BID AMOUNT NOT TO EXCEED \$561,800.00, AND REJECT ALTERNATE BID #1 AND ALTERNATE BID #2 FOR THE 2023 SANITARY SEWER REHABILITATION PROGRAM

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a construction contract with Hoerr Construction, Inc. of Goodfield, Illinois, for a Base Bid amount not to exceed \$561,800.00, and reject Alternate Bid #1 and Alternate Bid #2 for the 2023 Sanitary Sewer Rehabilitation Program, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 17th day of April 2023.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Ruben Pineda, Mayor

ATTEST:

Valeria Perez, Executive Office Manager



EXHIBIT D PROJECT MAP



March 28, 2023

Mr. Dave Shah, P.E.
Assistant Director of Public Works
City of West Chicago
1400 W. Hawthorne Lane
West Chicago, IL 60185

SUBJECT: CITY OF WEST CHICAGO, 2023 SANITARY SEWER REHABILITATION PROJECT - CONTRACT AWARD RECOMMENDATION AND BID TABULATIONS

Dear Mr. Shah:

Two base bids were received for the above-referenced project. The lowest base bid was received from Hoerr Construction, Inc. of Goodfield, IL in the bid amount of \$561,800.00. A summary of the bids received for this project are as follows:

Hoerr Construction, Inc.....	\$561,800.00
Performance Pipelining, Inc.....	\$565,740.00

The engineer's estimate for the above referenced base bid was \$578,815.00. The lowest responsible bidder was approximately 3% below the engineer's estimate.

RJN Group has had numerous positive experiences working with Hoerr Construction, Inc. on previous projects in the field of sanitary sewer rehabilitation. Hoerr Construction, Inc. also has experience with backyard sanitary sewer rehabilitation. Therefore, we recommend that the City of West Chicago award the contract for the 2023 Sanitary Sewer Rehabilitation Project to Hoerr Construction, Inc. in the base bid amount of \$561,800.00.

Please call me with any questions at 224.425.1014.

Sincerely yours,

RJN GROUP, INC.



Patrick Hulsebosch, P.E.
Project Manager



Anna Zachary, E.I.
Staff Engineer

**City of West Chicago
2023 Sanitary Sewer Rehabilitation Project Bid Tabulations**

ITEM NO.	BASE BID DESCRIPTION	UNIT OF MEASURE	BID QUANTITY	ENGINEER'S UNIT PRICE	ENGINEER'S ESTIMATE	Hoerr Construction, Inc.		Performance Pipelining, Inc.	
						UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	PRE-CONSTRUCTION SURFACE TELEVISIONING	L SUM	1	\$ 3,000.00	\$ 3,000.00	\$ 1,200.00	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00
2	PRE-CONSTRUCTION SEWER CLEANING AND TELEVISIONING	FOOT	4,500	\$ 5.50	\$ 24,750.00	\$ 4.30	\$ 19,350.00	\$ 5.14	\$ 23,130.00
3	DYE TESTING OF EXISTING SERVICES	EACH	45	\$ 238.00	\$ 10,710.00	\$ 300.00	\$ 13,500.00	\$ 330.00	\$ 14,850.00
4	LATERAL LAUNCH SERVICES	EACH	5	\$ 238.00	\$ 1,190.00	\$ 750.00	\$ 3,750.00	\$ 386.00	\$ 1,930.00
5	CURED-IN-PLACE SEWER LINER, 8" DIAMETER	FOOT	4,500	\$ 38.00	\$ 171,000.00	\$ 38.00	\$ 171,000.00	\$ 42.00	\$ 189,000.00
6	INTERNAL SERVICE LATERAL REINSTATEMENT	EACH	135	\$ 110.00	\$ 14,850.00	\$ 100.00	\$ 13,500.00	\$ 126.00	\$ 17,010.00
7	CUT PROTRUDING TAP	EACH	15	\$ 265.00	\$ 3,975.00	\$ 250.00	\$ 3,750.00	\$ 300.00	\$ 4,500.00
8	CUT PROTRUDING TAP WITH SCHWALM ROBOT	EACH	2	\$ 1,425.00	\$ 2,850.00	\$ 1,000.00	\$ 2,000.00	\$ 1,100.00	\$ 2,200.00
9	LATERAL CLEANING & TELEVISIONING	EACH	50	\$ 775.00	\$ 38,750.00	\$ 900.00	\$ 45,000.00	\$ 386.00	\$ 19,300.00
10	ROOT CUTTING FROM CLEANOUT	EACH	5	\$ 335.00	\$ 1,675.00	\$ 320.00	\$ 1,600.00	\$ 350.00	\$ 1,750.00
11	LATERAL TELEVISIONING (PUSH CAMERA)	LF	5	\$ 12.00	\$ 60.00	\$ 30.00	\$ 150.00	\$ 20.00	\$ 100.00
12	AIR TEST AND GROUT MAINLINE JOINTS, 8"	EACH	2	\$ 190.00	\$ 380.00	\$ 500.00	\$ 1,000.00	\$ 600.00	\$ 1,200.00
13	AIR TEST AND GROUT SERVICE CONNECTION, 5-FOOT	EACH	85	\$ 1,200.00	\$ 102,000.00	\$ 900.00	\$ 76,500.00	\$ 1,111.00	\$ 94,435.00
14	LATERAL LINER INSTALLATION, 8"x 6", 5-FOOT	EACH	50	\$ 3,600.00	\$ 180,000.00	\$ 3,700.00	\$ 185,000.00	\$ 3,500.00	\$ 175,000.00
15	ADDITIONAL LATERAL LINER, 6"	FOOT	75	\$ 95.00	\$ 7,125.00	\$ 60.00	\$ 4,500.00	\$ 65.00	\$ 4,875.00
16	CLEANOUT INSTALLATION	EACH	5	\$ 2,200.00	\$ 11,000.00	\$ 3,400.00	\$ 17,000.00	\$ 2,067.00	\$ 10,335.00
17	PROJECT MANAGEMENT	HR	5	\$ 100.00	\$ 500.00	\$ 200.00	\$ 1,000.00	\$ 125.00	\$ 625.00
18	CLEAN CONSTRUCTION AND DEMOLITION DEBRIS CERTIFICATION & DISPOSAL	L SUM	1	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00
BASE BID TOTAL:					\$ 578,815.00				
						As Read	\$ 561,800.00		\$ 565,740.00
						As Corrected	\$ 561,800.00		\$ 565,740.00

City of West Chicago
2023 Sanitary Sewer Rehabilitation Project Bid Tabulations

ITEM NO.	ALTERNATE BID 1 DESCRIPTION	UNIT OF MEASURE	BID QUANTITY	ENGINEER'S UNIT PRICE	ENGINEER'S ESTIMATE	Hoerr Construction, Inc.		Performance Pipelining, Inc.	
						UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A.1	REPLACE COVER	EACH	1	\$ 500.00	\$ 500.00	\$ 551.04	\$ 551.04	\$ 315.00	\$ 315.00
A.2	SEAL & ADJUST MANHOLE FRAME (PAVED)	EACH	5	\$ 4,200.00	\$ 21,000.00	\$ 3,071.04	\$ 15,355.20	\$ 3,465.00	\$ 17,325.00
A.3	SEAL & ADJUST MANHOLE FRAME (UNPAVED)	EACH	19	\$ 3,300.00	\$ 62,700.00	\$ 2,387.84	\$ 45,368.96	\$ 1,942.50	\$ 36,907.50
A.4	RAISE BURIED MANHOLE (PAVED)	EACH	1	\$ 3,900.00	\$ 3,900.00	\$ 7,986.72	\$ 7,986.72	\$ 4,725.00	\$ 4,725.00
A.5	RAISE BURIED MANHOLE (UNPAVED)	EACH	1	\$ 3,300.00	\$ 3,300.00	\$ 5,075.17	\$ 5,075.17	\$ 3,045.00	\$ 3,045.00
A.6	INSTALL BARREL SECTION (UNPAVED)	EACH	2	\$ 5,000.00	\$ 10,000.00	\$ 3,903.20	\$ 7,806.40	\$ 7,560.00	\$ 15,120.00
A.7	REPLACE FRAME & COVER (PAVED)	EACH	2	\$ 4,500.00	\$ 9,000.00	\$ 3,421.60	\$ 6,843.20	\$ 3,780.00	\$ 7,560.00
A.8	REPLACE FRAME & COVER (UNPAVED)	EACH	5	\$ 3,700.00	\$ 18,500.00	\$ 2,356.48	\$ 11,782.40	\$ 3,467.50	\$ 17,337.50
A.9	INTERNAL CHIMNEY SEAL	EACH	1	\$ 1,200.00	\$ 1,200.00	\$ 978.88	\$ 978.88	\$ 840.00	\$ 840.00
A.10	GROUT WALL JOINTS	EACH	2	\$ 600.00	\$ 1,200.00	\$ 1,109.92	\$ 2,219.84	\$ 787.50	\$ 1,575.00
A.11	GROUT BOTTOM 18"	EACH	2	\$ 1,800.00	\$ 3,600.00	\$ 1,109.92	\$ 2,219.84	\$ 840.00	\$ 1,680.00
A.12	FULL CURTAIN GROUT	EACH	1	\$ 2,700.00	\$ 2,700.00	\$ 11,105.92	\$ 11,105.92	\$ 1,890.00	\$ 1,890.00
A.13	EPOXY COATING	VF	14	\$ 300.00	\$ 4,200.00	\$ 196.56	\$ 2,751.84	\$ 420.00	\$ 5,880.00
A.14	STRUCTURAL MANHOLE SEALING, 36" DIA.	VF	158	\$ 250.00	\$ 39,500.00	\$ 208.88	\$ 33,003.04	\$ 252.00	\$ 39,816.00
A.15	STRUCTURAL MANHOLE SEALING, 48" DIA.	VF	132	\$ 275.00	\$ 36,300.00	\$ 210.62	\$ 27,801.84	\$ 262.50	\$ 34,650.00
A.16	VACUUM TESTING	EACH	5	\$ 650.00	\$ 3,250.00	\$ 1,664.32	\$ 8,321.60	\$ 630.00	\$ 3,150.00
A.17	REPAIR BENCH & TROUGH	EACH	3	\$ 1,300.00	\$ 3,900.00	\$ 197.12	\$ 591.36	\$ 1,050.00	\$ 3,150.00
A.18	REPLACE BENCH & TROUGH	EACH	2	\$ 2,800.00	\$ 5,600.00	\$ 3,181.92	\$ 6,363.84	\$ 3,045.00	\$ 6,090.00
A.19	PLUG PIPE WITH MECHANICAL PLUG AND CONCRETE CAP	EACH	3	\$ 475.00	\$ 1,425.00	\$ 491.68	\$ 1,475.04	\$ 2,100.00	\$ 6,300.00
ALTERNATE BID 1 TOTAL					\$ 230,350.00				
						As Read		\$ 197,601.60	\$ 202,356.00
						As Corrected		\$ 197,602.13	\$ 207,356.00

**City of West Chicago
2023 Sanitary Sewer Rehabilitation Project Bid Tabulations**

ITEM NO.	ALTERNATE BID 2 DESCRIPTION	UNIT OF MEASURE	BID QUANTITY	ENGINEER'S UNIT PRICE	ENGINEER'S ESTIMATE	Hoerr Construction, Inc.		Performance Pipelining, Inc.	
						UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
B.1	PRE-CONSTRUCTION SEWER CLEANING AND TELEVISIONING	FOOT	2,050	\$ 5.50	\$ 11,275.00	\$ 4.30	\$ 8,815.00	\$ 5.16	\$ 10,578.00
B.2	DYE TESTING OF EXISTING SERVICES	EACH	25	\$ 238.00	\$ 5,950.00	\$ 300.00	\$ 7,500.00	\$ 330.00	\$ 8,250.00
B.3	CURED-IN-PLACE SEWER LINER, 8" DIAMETER	FOOT	2,050	\$ 38.00	\$ 77,900.00	\$ 38.00	\$ 77,900.00	\$ 42.00	\$ 86,100.00
B.4	INTERNAL SERVICE LATERAL REINSTATEMENT	EACH	70	\$ 110.00	\$ 7,700.00	\$ 100.00	\$ 7,000.00	\$ 125.80	\$ 8,806.00
B.5	CUT PROTRUDING TAP	EACH	10	\$ 265.00	\$ 2,650.00	\$ 250.00	\$ 2,500.00	\$ 300.00	\$ 3,000.00
B.6	LATERAL CLEANING & TELEVISIONING	EACH	23	\$ 775.00	\$ 17,825.00	\$ 900.00	\$ 20,700.00	\$ 386.00	\$ 8,878.00
B.7	AIR TEST AND GROUT SERVICE CONNECTION, 5-FOOT	EACH	50	\$ 1,200.00	\$ 60,000.00	\$ 900.00	\$ 45,000.00	\$ 1,105.00	\$ 55,250.00
B.8	LATERAL LINER INSTALLATION, 8"x 6", 5-FOOT	EACH	23	\$ 3,600.00	\$ 82,800.00	\$ 3,700.00	\$ 85,100.00	\$ 3,500.00	\$ 80,500.00
ALTERNATE BID 2 TOTAL					\$ 266,100.00				
						As Read	\$ 254,515.00		\$ 261,362.00
						As Corrected	\$ 254,515.00		\$ 261,362.00

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 23-R-0038 – Contract Award – Schroeder & Schroeder, Inc. for the 2023 Sidewalk and Curb Maintenance Program in an Amount Not to Exceed \$96,660.00

AGENDA ITEM NUMBER: 4.H.

COMMITTEE AGENDA DATE: April 6, 2023

COUNCIL AGENDA DATE: April 17, 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 2023 Sidewalk and Curb Maintenance Program will consist of intermittent removal and replacement of approximately 3,700 square feet of sidewalk and 200 linear feet of curb and gutter at various locations throughout the City. The Program also includes construction of aggregate base course for ground stabilization, inlet adjustments, detectable warning installation, tree root pruning, and restoration items, including hot-mix-asphalt and concrete driveway replacements, pavement patching, and sodding.

The request for bids was advertised in the Daily Herald and on an online bidding platform, QuestCDN, on March 7, 2023, with bid opening on March 28, 2023. The bid results are as follows:

Bidder	Bid Amount	Overall Rank
Schroeder & Schroeder, Inc.	\$96,660.00	1
Davis Concrete Construction Co.	\$114,330.00	2
Alliance Contractors, Inc.	\$173,800.00	3
<i>Engineer's Estimate</i>	<i>\$100,082.80</i>	<i>N/A</i>

Schroder & Schroeder, Inc. (S&S) of Skokie, Illinois, submitted the lowest responsible bid of \$96,660.00, which is approximately three percent lower than the engineer's estimated cost of \$100,082.80. The City has previously contracted with S&S to perform similar work in the past, including the 2022 Sidewalk and Curb Maintenance Program. All projects were completed satisfactorily. Additionally, S&S is a registered prequalified contractor with the Illinois Department of Transportation.

The FY 2023 budget includes \$125,000.00 under the Capital Project Funds Account No. 08-34-53-4863 for the Program. However, to offset the increased construction cost for the 2023 Sophia Street Area Water Main and Streets Rehabilitation Project, the scope of the 2023 Sidewalk and Curb Maintenance Program was reduced to \$100,000.00, which was presented and approved by the City Council on March 20, 2023.

Staff recommends awarding the contract to Schroder & Schroeder, Inc. of Skokie, Illinois, for the 2023 Sidewalk and Curb Maintenance Program, for an amount not to exceed \$96,660.00.

ACTIONS PROPOSED:

Approve Resolution No. 23-R-0038 authorizing the Mayor to execute a construction contract with Schroeder & Schroeder, Inc. of Skokie, Illinois, for the 2023 Sidewalk and Curb Maintenance Program in an amount not to exceed \$96,660.00

CITY OF WEST CHICAGO

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 23-R-0038

**A RESOLUTION AUTHORIZING THE MAYOR TO
EXECUTE A CONSTRUCTION CONTRACT WITH
SCHROEDER & SCHROEDER, INC. OF SKOKIE, ILLINOIS,
FOR THE 2023 SIDEWALK AND CURB MAINTENANCE PROGRAM
IN AN AMOUNT NOT TO EXCEED \$96,660.00**

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 construction contract with Schroeder & Schroeder, Inc. of Skokie, Illinois, for the 2023 Sidewalk and Curb Maintenance Program in an amount not to exceed \$96,660.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 17th day of April 2023.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Ruben Pineda, Mayor

ATTEST:

Valeria Perez, Executive Office Manager

Bid Tabulation

CITY OF WEST CHICAGO 2023 SIDEWALK AND CURB MAINTENANCE PROGRAM Bid Opening: March 28, 2023 @ 11:00 A.M.				Engineer's Estimate		Schroeder & Schroeder, Inc. Concrete Contractors 7306 Central Park Skokie, IL 60076		Davis Concrete Construction Company 11244 W. Manhattan-Monee Road Monee, IL 60449		Alliance Contractors, Inc. 1166 Lake Avenue Woodstock, IL 60098	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL	BID UNIT PRICE	BID TOTAL	BID UNIT PRICE	BID TOTAL	BID UNIT PRICE	BID TOTAL
1	P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (5'- 6")	SF	3,600	\$16.20	\$58,320.00	\$16.00	\$57,600.00	\$18.50	\$66,600.00	\$25.00	\$90,000.00
2	P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (8")	SF	100	\$16.80	\$1,680.00	\$16.00	\$1,600.00	\$21.00	\$2,100.00	\$27.00	\$2,700.00
3	CONCRETE CURB, TYPE B (SPECIAL)	FOOT	20	\$66.00	\$1,320.00	\$50.00	\$1,000.00	\$79.00	\$1,580.00	\$155.00	\$3,100.00
4	TACTILE / DETECTABLE WARNING SURFACE	SF	40	\$50.47	\$2,018.80	\$55.00	\$2,200.00	\$45.00	\$1,800.00	\$40.00	\$1,600.00
5	SIDEWALK REMOVAL (NOT REPLACED)	SF	50	\$5.15	\$257.50	\$6.00	\$300.00	\$6.00	\$300.00	\$5.00	\$250.00
6	COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12, B6.18)	FOOT	200	\$72.00	\$14,400.00	\$65.00	\$13,000.00	\$69.00	\$13,800.00	\$160.00	\$32,000.00
7	AGGREGATE BASE COURSE, TYPE B, 2-INCH	SY	100	\$3.21	\$321.00	\$5.00	\$500.00	\$10.00	\$1,000.00	\$3.00	\$300.00
8	AGGREGATE BASE COURSE, TYPE B, 4-INCH	SY	100	\$6.42	\$642.00	\$8.00	\$800.00	\$15.00	\$1,500.00	\$6.00	\$600.00
9	P.C.C. DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT (6")	SY	50	\$138.00	\$6,900.00	\$150.00	\$7,500.00	\$167.00	\$8,350.00	\$225.00	\$11,250.00
10	HMA DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT (4")	SY	60	\$80.25	\$4,815.00	\$66.00	\$3,960.00	\$135.00	\$8,100.00	\$250.00	\$15,000.00
11	REMOVE AND REINSTALL BRICK PAVER	SY	20	\$144.45	\$2,889.00	\$135.00	\$2,700.00	\$40.00	\$800.00	\$400.00	\$8,000.00
12	TREE ROOT PRUNING	EACH	20	\$150.00	\$3,000.00	\$100.00	\$2,000.00	\$100.00	\$2,000.00	\$250.00	\$5,000.00
13	VALVE VAULT, MANHOLE, INLET, CATCH BASIN TO BE ADJUSTED	EACH	2	\$556.00	\$1,112.00	\$500.00	\$1,000.00	\$2,000.00	\$4,000.00	\$500.00	\$1,000.00
14	TOPSOIL, FURNISH AND PLACE, 4"	SY	100	\$5.35	\$535.00	\$10.00	\$1,000.00	\$14.00	\$1,400.00	\$15.00	\$1,500.00
15	SODDING, SALT TOLERANT	SY	50	\$37.45	\$1,872.50	\$30.00	\$1,500.00	\$20.00	\$1,000.00	\$30.00	\$1,500.00
BID TOTAL			As Corrected As Read		\$100,082.80		\$96,660.00 \$96,660.00		\$114,330.00 \$114,330.00		\$173,800.00 \$173,800.00

MEMORANDUM

TO: Dave Shah, P.E. – Assistant Director of Public Works, City of West Chicago
 FROM: Greg Ivanauski – Project Development Engineer, Thomas Engineering Group, LLC
 DATE: March 28, 2023
 RE: Bid Proposal Evaluation – 2023 Sidewalk and Curb Maintenance Program

Thomas Engineering Group, LLC (TEG) prepares this memo to recommend a general contracting firm for performing roadway construction for the 2023 Sidewalk and Curb Maintenance Program. The work as shown in the bid documents consists mainly of sidewalk and curb removal and replacement. All quantities on the Schedule of Prices were used in determining the lowest responsible bidder.

On Tuesday, March 28, 2023, staff received and opened three (3) bid proposals from interested firms. A bid tabulation worksheet with engineer’s estimate (attached) was developed for evaluation of the bid values submitted at the bid opening. Staff’s evaluation of bids included consideration of the base bid’s unit prices and past performance with other municipalities and counties. Based on the attached tabulation, Schroeder & Schroeder, Inc. (Schroeder & Schroeder), from Skokie, IL, submitted the lowest overall cost proposal. Below is a table depicting the bid results:

CONTRACTOR	BID SUBMITTAL AMOUNT	OVERALL RANK
Schroeder & Schroeder, Inc.	\$96,660.00	1
Davis Concrete Construction Company	\$114,330.00	2
Alliance Contractors, Inc.	\$173,800.00	3
ENGINEERS ESTIMATE	\$100,082.80	NA

Schroeder & Schroeder submitted a base bid proposal value of \$96,660.00, approximately 3.4% lower than the engineer’s estimated cost of \$100,082.80. The second lowest bid proposal, submitted by Davis Concrete Construction Company, was \$114,330.00.

Schroeder & Schroeder has previously contracted with the City to perform the City’s Sidewalk Program. They were contracted to perform the Program’s work in 2015, 2018, 2021, and 2022, which were performed satisfactorily.



Schroeder & Schroeder is registered by the Illinois Department of Transportation as a prequalified contractor. This information can be found on IDOT's website at:
<https://idot.illinois.gov/Assets/uploads/files/Doing-Business/Specialty-Lists/Highways/Construction/Prequal-Lists/Preqlist.txt>

Therefore, TEG hereby recommends that the project's contract for the 2023 Sidewalk and Curb Maintenance Program be awarded to the lowest responsible bidder, Schroeder & Schroeder, Inc., for a contract amount not to exceed \$96,660.00.

Should you have any questions or need additional information, please feel free to contact me.

Enclosures: Engineer's Estimate with Bid Tabulation – 2023 Sidewalk and Curb Maintenance Program

cc: 2023 Sidewalk and Curb Maintenance Program – Project File

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 23-R-0039 – RJN Group – Phase III Engineering Services for 2023 Sanitary Sewer Rehabilitation Project in the Amount Not to Exceed \$38,425.00

AGENDA ITEM NUMBER:4.I.**COMMITTEE AGENDA DATE:** April 6, 2023**COUNCIL AGENDA DATE:** April 17, 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 2023 Sanitary Sewer Rehabilitation Project consists of the rehabilitation of the City's sanitary collection system using trenchless technologies to address structural defects and infiltration issues. The Project consists of lining approximately 4,500 lineal feet of 8" sanitary sewer in the Roosevelt Highlands Subdivision, which is generally the area between Illinois Route 59 and Gates Street, and between Dayton Avenue and Forest Avenue. The Project is scheduled to commence in spring 2023.

RJN Group, Inc. provided the design engineering services for the Project. Staff and RJN reps have worked well together during the design stage so staff requested a proposal from RJN for professional engineering services associated with construction oversight of the Project. RJN's general scope includes pre-construction coordination, material submittal reviews, part-time construction observation, contract administration, pre-and-post CCTV review of the sewers, field inspections, and various coordination with the contractor, residents, and the City staff. RJN submitted an initial proposal for \$44,760.00. After successful negotiations, the proposal is revised to \$38,425.00. The revised amount represents approximately 6.8% of the construction cost, which is appropriate for such services.

The FY 2023 budget includes \$600,000.00 under the Sewer Funds Account No. 05-34-43-4410 for both the Construction and Construction Engineering Services of the Project. The total of Construction (\$561,800.00) and Construction Engineering (\$38,425.00) cost for the Project is \$600,225.00.

Due to its knowledge and familiarity with the Project, staff recommends retaining RJN for the construction oversight.

ACTIONS PROPOSED:

Approve Resolution No. 23-R-0039 authorizing the Mayor to execute a professional engineering services agreement with RJN Group of Wheaton, Illinois, for the 2023 Sanitary Sewer Rehabilitation Project in an amount not to exceed \$38,425.00.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 23-R-0039

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH
RJN GROUP OF WHEATON, ILLINOIS, FOR
THE 2023 SANITARY SEWER REHABILITATION PROJECT
IN AN AMOUNT NOT TO EXCEED \$38,425.00**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a professional engineering services agreement with RJN Group of Wheaton, Illinois, for the 2023 Sanitary Sewer Rehabilitation Project in an amount not to exceed \$38,425.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 17th day of April 2023.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Ruben Pineda, Mayor

ATTEST:

Valeria Perez, Executive Office Manager



March 29, 2023

Mr. Dave Shah, P.E.
Assistant Director of Public Works
City of West Chicago
1400 W. Hawthorne Lane
West Chicago, IL 60185

Subject: **2023 West Chicago Sewer Rehabilitation – Proposal for Resident Engineering and Construction Management Services**

Dear Mr. Shah:

RJN Group is pleased to submit this proposal to the City of West Chicago (City) for Resident Engineering (RE) and Construction Management Services for the 2023 Sanitary Sewer Rehabilitation Project. RJN Group provided engineering services to the City for the final design and the bid opening for this project is currently set for March 28, 2023.

The RE and Construction Management services to be provided under this Contract are as follows:

- Pre-Construction Coordination and Assistance
 - Pre-Construction Meeting
 - Material Submittal Review
- Part-Time Construction Observation and Coordination
- Contract Administration
 - Project Tracking
 - Pay Requests
 - Change Orders
- Pre-and-Post Installation CCTV Review
- Final Punchlist and Inspection
- General Project Management

Key Project Goals and Objectives

The primary goal of this project is to oversee the construction of the sanitary sewer rehabilitation to ensure that the project is being managed and constructed as designed. This construction project will require part-time resident engineering oversight and construction management services.

The attached map in Exhibit D on Page 9 shows the rehabilitation area. The base bid for the 2023 Construction includes a total of approximately 4,500 Linear Feet (LF) of 8" sewers to receive cured-in-place pipelining (CIPP), service lateral grouting, and 50 CIPP lateral liner installations.

The total construction price for the base bid is at \$561,800.00.

Program Management & Clarity™

Overall management will also be provided. Hours for project management will be allocated in each task described hereinabove. RJN will provide access to its online data hosting platform **Clarity™**, that includes status of data collection, access to data collected, and field collected media for construction activities.

Assuring Quality and Safety

RJN is committed to providing **quality** deliverables. The completion of these inspections is critical in providing actionable results for the City. As collection system specialists, we have built data review processes that ensure that all data is accurate. Our engineers and field inspection crews are trained and certified in NASSCO PACP and MACP inspection and review to ensure the highest quality data. RJN's internal Quality Control tools as well as our corporate training and Quality Assurance processes in place will ensure that program will provide value for the City.

As an employee-owned firm, RJN's commitment to the **safety** of our employees, City staff, and the public is paramount. RJN demonstrates that commitment to safety in our internally developed and audited safety program where our goal is to have all field staff, engineers, and project managers "RJN Safety Certified". Every project follows an RJN Health and Safety Plan (HASP) when completing any field work.

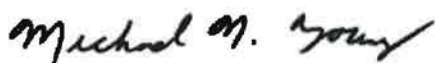
Price and Schedule Summary

This project will be invoiced on a time and material basis for a total not-to-exceed fee of **\$38,425**. Construction is scheduled to start in Spring 2023 but the schedule will be controlled by the awarded Contractor. Complete Scope of Services, Pricing, Schedules, and Maps are provided in the following exhibits:

- Exhibit A – Scope of Services
- Exhibit B – Pricing
- Exhibit C – Schedule
- Exhibit D – Project Map

We look forward to the opportunity to work with the City of West Chicago on this important project. It is our pleasure to submit this proposal to you. Please feel free to contact Patrick at 224.425.1014 if you would like to discuss this proposal or have any questions.

Sincerely,



Michael N. Young, P.E.
Senior Vice President



Patrick Hulsebosch, P.E.
Project Manager



EXHIBIT A

SCOPE OF SERVICES

RJN is proposing the following scope of services to conduct the 2023 Resident Engineering and Construction Management Services for the City of West Chicago.

1. Pre-Construction Assistance:
 - a. Coordinate and attend in-person or video conference preconstruction meeting. Prepare and distribute meeting minutes.
 - b. Review Contractor's shop drawings, material submittals, insurance documents, liner thickness calculations, bypass pumping plans, traffic control plans, erosion control plans, pre-construction surface videos and construction phasing.
2. The assigned resident engineer will thoroughly review the contract documents and project plans prior to construction activities.
3. Provide part-time construction observation and reports. A minimum of 4 hours will be charged when on site. This proposal is based on providing 90 hours of construction observation services.
4. Ensure that the Contractor provides notification to the residents. Assist the City with contacting property owners impacted by the construction.
5. Provide periodic inspection of erosion control and traffic control measures to ensure roadways remain open and driveways/sidewalks are not blocked for extended periods. Identify potential traffic control and surface rehabilitation needs during construction.
6. Provide daily documentation of the construction activities when on-site, including maintaining a daily project journal, taking digital photographs of all phases of the construction, and taking measurements for all quantities installed. RJN will provide access of daily reports to the City for review via Clarity®, the RJN online platform.
7. Alert the Contractor if equipment or materials are being installed prior to material submittal approval or if the wrong materials are being used. Provide field checks of materials and equipment, including enforcement of material testing.
8. Provide observation services during construction testing where applicable. Review testing documentation submittals for compliance with plans and specifications.
9. Provide personnel as necessary for televising video review. Review sewer televising videos using PACP-certified personnel. Identify work completed that is in compliance with the Contract Documents and any deficiencies in the final work product.
10. Provide contract management, including review of Contractor's payment requests, verifying field quantities, and preparation of change orders.
11. Prepare a preliminary and final punchlist. Submit to the City for review and incorporate City's comments. Submit to Contractor for completion.
12. Coordination of contract closeout and preparation of a final acceptance letter.
13. RJN will obtain as-built documents from the Contractor and prepare for the City a set of final construction documents in original AutoCAD or GIS formats. Obtain project specific rehabilitation changes to the City's collection system and provide to the City for inclusion in their GIS. Prepare a GIS layer update of the rehabilitation work and rehabilitation locations.

14. Provide overall general project management and coordinate meetings with City, RJN, and Contractor as agreed upon at preconstruction meeting.

Items Requested from the City

1. Coordination assistance with other consultants and/or contractors working on various aspects of the City sewer system (if necessary).
2. Resident Contact information (if necessary).
3. Assist RJN as needed to communicate with residents.



EXHIBIT B PRICING

Pricing for the 2023 Resident Engineering and Construction Management Services project is as follows.

Pricing Terms for Invoicing: Time and Material

Not-To-Exceed Total Cost: \$38,425

Task Description		Total Cost
Rehabilitation Design Services		
1001	Pre-Construction Assistance & Submittal Review	\$ 6,375
1002	Resident Engineering and Construction Observation Services (90 Hours)	\$ 14,010
1003	Review of Pay Requests, Change Orders & CCTV	\$ 5,935
1004	Construction Documentation & Communication	\$ 3,320
1005	Punchlist, Closeout & As-Built	\$ 5,595
1006	Project Management	\$ 2,890
1007	Mileage, Shipping, Expenses, Etc.	\$ 300
	Total	\$ 38,425

Hourly Rate Schedule

Classification		2023 Rates*
PD	Project Director	\$250.00
SPM	Senior Project Manager	\$215.00
PM	Project Manager	\$185.00
CM	Construction Manager	\$175.00
SPE	Senior Project Engineer	\$155.00
PE	Project Engineer	\$140.00
CO	Construction Observer	\$135.00
EI	Engineer Intern	\$120.00
GSS	GIS Specialist	\$120.00
SDA	Senior Data Analyst	\$120.00
GIS	GIS Analyst	\$105.00
FM	Field Manager	\$105.00
DA	Data Analyst	\$100.00
FS	Field Supervisor	\$95.00
FT	Field Technician	\$90.00
AS	Administrative Support	\$95.00

Notes

1. The Hourly Rate Schedule is valid until December 31st, 2023. Following that date, rates may be subject to an annual increase.

Contract Option

This contract can be amended to include additional work upon joint approval by the City and RJN.



EXHIBIT C PROPOSED SCHEDULE

Task	Timeline
Resident Engineering and Construction Management Services	Construction is expected to start in Spring 2023 and the schedule will be controlled by the Contractor.



EXHIBIT D PROJECT MAP



Mark Smith

Construction Observation Specialist

Mr. Smith offers 29 years of experience with municipal engineering projects focused on construction observation and field crew safety. In addition to construction management, his role responsibilities include design reviews, constructability site evaluations, and engineering cost estimates. He deftly manages the detailed processes for project scheduling and budgets, bid openings, progress meetings, daily reports, cost tracking, and as-built drawings. Mark continually strives to have a deep understanding of the project-specific plans, specifications, and testing procedures to ensure contractor adherence.



EXPERIENCE

29 years

CERTIFICATIONS

NASSCO ITCP-MR
#MR-0118-0100677

OSHA 10-Hour Safety Certification
#28-004828194

Trench Safety Certification

4-Hour Work Zone Traffic Control

Confined Space Entry and Rescue

First Aid, CPR, & AED Training

TECHNICAL PRESENTATIONS

"Sewer Rehabilitation: in the Office and Onsite," 2022 - IAWEA Collection Systems-PACP Conference

RELATED PROJECT EXPERIENCE

Busse Road Lining Construction Observation, Elk Grove Village, Illinois—Construction Observation Specialist. Construction management for rehabilitation of 10,525 LF of 18- to 30-inch interceptor transporting flows to the MWRD interceptor located in IDOT ROW. Services included quality assurance and construction observation during pipe cleaning and televising, flow bypass, and pipe lining; and providing contractor oversight including submittal review, progress meetings, quantities, and overall contract compliance.

Northwest Area Sewer Rehabilitation, Construction Observation, and IEPA Loan Compliance Services, Villa Park, Illinois—Construction Observation Specialist. Rehabilitation design and construction observation for CIPP lining (24,000 LF, 8-inch to 21-inch), point repairs (4), manhole rehabilitation (30), lateral grouting, and T-liner installation (2). Services included CCTV review, full-time construction observation, as-built updates, an inspection of traffic control and erosion control measures, contract management, daily reporting, and assistance with funding disbursement requests for IEPA SRF funding.

Sanitary Sewer Rehabilitation Design and Construction Supervision, Wood Dale, Illinois—Construction Manager. Annual engineering design and construction services to support the City's sanitary sewer rehabilitation program and removal of inflow/infiltration (I/I). Services included sewer cleaning and CCTV (6,000 LF) program oversight, construction inspection point repairs (9) and 4,500 LF of 8-inch sewers (3,950 CIPP), service lateral and mainline grouting, and CIPP lateral liner (80) installations.

Manhole Rehabilitation and Lining, Wheeling, Illinois—Construction Manager. Design and construction management to rehabilitate manholes (65) and 8,500 LF of 24- to 30-inch sewer running along IDOT IL-68 (Dundee Road). The pipe alignment crosses the CN Railroad and another IDOT road. Construction management services included pre-construction meeting coordination, reviewing shop drawings, construction phasing, and traffic control plans; assessment of pre-lining lateral video; review of contractor pay requests; and coordination with Village staff.

SW Wet-Weather Control Facility Construction Observation, Elmhurst, Illinois—Construction Observation Specialist. Full-time construction observation services for improvements to the pump station; 2,800 LF of 18-inch wet-weather force main; upsizing of existing gravity sewer (18- to 24-inch); a 2 MG storage tank for wet-weather until flows can be released for treatment; and a new 6-inch water line to provide water to the storage tank. Full-time construction services included on-site observation, shop drawing review, construction phasing and erosion control submittals, materials and equipment field checks, traffic and erosion control inspections, daily documentation and punch lists, and review of contractor payment requests, change orders, and contract close-outs.

Bill Berland

Resident Project Representative

Mr. Berland brings invaluable public works experience, having managed capital improvement projects for sanitary, storm, and water assets for an urban municipality. His expertise includes consultant and contractor oversight, permitting, bidding, sanitary pipe cleaning, PACP inspection video review, sanitary T-lining, roadway resurfacing, GIS, and rehabilitation prioritization.



RELATED PROJECT EXPERIENCE

Multi-Year SSES and Rehabilitation Program, West Chicago, Illinois—Field Investigator.

Sanitary sewer evaluation study and rehabilitation program to identify and reduce inflow and infiltration (I/I). Services included manhole inspection (326), smoke testing (600 LF), CCTV PACP review (80,250 LF), dye testing (12 setups), data analysis, and reporting including recommendations for repair and rehabilitation to eliminate I/I.

Annual Sanitary Sewer Rehabilitation Design and Construction Supervision, Wood Dale, Illinois—Resident Project Representative. Annual engineering design and construction services to support the City's sanitary sewer rehabilitation program and removal of inflow/infiltration (I/I). Services included sewer cleaning and CCTV (6,000 LF) program oversight, and construction inspection on point repairs (7) and 4,500 LF of 8-inch sewers (3,950 CIPP), mainline grouting, and lateral liner installations (80). Other tasks included development of as-built drawings (GIS) and general project management.

Multi-Year SSES and Rehabilitation Program, Joliet, Illinois—Resident Project Representative. Multi-year sanitary sewer evaluation and rehabilitation program for the City's combined and separate sewer systems. Design and construction management services for CIPP rehabilitation (64,445 LF) of 8- to 30-inch sewer, T-liners (789), lateral liners (40), clean-out installation (45), mainline grouting, and manhole rehabilitation (420), including cementitious sealing, grouting, chimney seal replacement, and bench and trough repairs. Full-time construction services included onsite observation, shop drawing review, construction phasing and erosion control submittals, materials and equipment field checks, traffic and erosion control inspections, daily documentation and punch lists, and review of contractor payment requests, change orders, and contract close-outs.

MWRD IICP Sewer Mainline Rehabilitation Design and Resident Engineering, Palos Heights, Illinois—Resident Project Representative. Design, bidding, and construction oversight for the annual sewer rehabilitation. Services included pipe cleaning and CCTV review (5,700 LF), CIPP rehabilitation design (5,700 LF), lateral grouting (92), T-liners (5), and points repairs (3). Construction phase services included construction plans and bid document preparation, onsite construction observation and punch list reviews, photo and construction journal documentation, traffic control plan and implementation review, weekly project updates, and management of payment requests and change orders.

Weathersfield Way Relief Sewer Construction Engineering, Schaumburg, Illinois—Resident Project Representative. Construction phase services for the installation of storm sewers, drainage structures, pavement patching, sidewalk replacement, tree removal, and final landscape restoration. Services included pre-construction assistance, full- and part-time construction observation, punch list management, final inspection, pay requests, progress meetings, contract management, and construction drawings in GIS.

EDUCATION

AS— (Kishwaukee College, 2009)

EXPERIENCE

12 years

CERTIFICATIONS

4-Hour Work Zone Traffic Control

Confined Space Entry and Rescue

First Aid, CPR, & AED Training

**City of West Chicago
2023 RE and Construction Management Services
R/JN Hourly Breakdown**

Hourly Breakdown By Task

Task #	Task Description	Hours	Labor Cost	Direct Cost	Total Cost
1001	Pre-Construction Assistance & Submittal Review	41	\$6,375.00	\$0.00	\$6,375.00
1002	Resident Engineering and Construction Observation Services	90	\$14,010.00	\$0.00	\$14,010.00
1003	Review of Pay Requests, Change Orders & CCTV	37	\$5,935.00	\$0.00	\$5,935.00
1004	Construction Documentation & Communication	20	\$3,320.00	\$0.00	\$3,320.00
1005	Punchlist and Project Closeout	35	\$5,595.00	\$0.00	\$5,595.00
1006	Project Management	17	\$2,890.00	\$0.00	\$2,890.00
1007	Mileage, Shipping, Expenses, Etc.	0	\$0.00	\$300.00	\$300.00
TOTAL					\$38,425.00

Total Hours by Classification

Task #	Task Description	Classification													
		PD	SPM	PM	SCM	CM	CO	SPE	PE	EI	GSS	GIS	SDA	DA	AS
1001	Pre-Construction Assistance & Submittal Review		1	6	4	10			20						
1002	Resident Engineering and Construction Observation Services			6	24	30	30								
1003	Review of Pay Requests, Change Orders & CCTV			6	1	30									
1004	Construction Documentation & Communication			6	2	12									
1005	Punchlist and Project Closeout		1	5	5	20					4				
1006	Project Management	1	2	8	2									4	
1007	Mileage, Shipping, Expenses, Etc.														
Total Hours by Classification		1	4	37	38	102	30	0	20	0	4	0	0	0	4

Code	Classification	2023 Rate
PD	Project Director	\$250.00
SPM	Senior Project Manager	\$215.00
PM	Project Manager	\$185.00
SCM	Senior Construction Manager	\$175.00
CM	Construction Manager	\$155.00
CO	Construction Observer	\$135.00
SPE	Senior Project Engineer	\$155.00
PE	Project Engineer	\$140.00
EI	Engineer I	\$120.00
GSS	GIS Specialist	\$120.00
GIS	GIS Analyst	\$105.00
SDA	Senior Data Analyst	\$120.00
DA	Data Analyst	\$100.00
FM	Field Manager	\$105.00
FS	Field Supervisor	\$95.00
FT	Field Technician	\$90.00
AS	Administrative Support	\$95.00