

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

INFRASTRUCTURE COMMITTEE

**Thursday, July 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 June 1, 2023
3. Public Participation / Presentations
4. Items for Consent
 - A. Ordinance No. 23-O-0019 – Authorizing the Disposal of Surplus Equipment, Stock Inventory, and/or Personal Property Owned By the City Of West Chicago
 - B. Resolution No. 13-R-0017 – Acceptance of Public Improvements – 651 Washington Street, The Crusher
 - C. Resolution No. 23-R-0057 – ComEd – Customer Work Agreement – Turner Court Three-Phase Transformer
 - D. Resolution No. 23-R-0059 – Easement Agreement with the Forest Preserve District of DuPage County for the Klein Road Culvert Replacement Project
 - E. Resolution No. 23-R-0060 – Contract Award – 2023 Pavement Markings Maintenance Program
 - F. Resolution No. 23-R-0061 – Contract Award – Bear Construction Company for the 412 Blakely Street Interior Renovation Project in an Amount Not to Exceed \$181,687.00
5. Items for Discussion
6. Unfinished Business
7. New Business
8. Reports from Staff
9. Adjournment

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

Draft

MINUTES

INFRASTRUCTURE COMMITTEE

June 1, 2023 7:00 P.M.

1. **Call to Order, Roll Call, and Establishment of a Quorum.** Vice-Chairman Smith called the meeting to order at 7:00 P.M. Roll call found Aldermen Dan Beebe, Heather Brown, Sandra Dimas, Alton Hallett, Jeanne Short, and John C. Smith, Jr., present. Alderman Joe Morano was absent.

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

2. **Approval of Minutes**

A. **Infrastructure Committee Minutes of May 4, 2023.** Alderman Brown made a motion, seconded by Alderman Hallett to approve the Meeting Minutes of May 4, 2023.

Motion was unanimously approved by voice vote. Voting Yea: Aldermen Beebe, Brown, Dimas, Hallett, Short, and Smith. Voting Nay: 0.

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

4. **Items for Consent.** Alderman Brown requested discussion on Consent Items A, B, C, and D. Alderman Dimas made a motion, seconded by Alderman Short to approve:

- E. Purchase of Two 2024 International Model HV613 SBA Single Axle Truck Chassis Equipped By Bonnell Industries Inc. with 10' Commander Stainless Steel Muni Dump Body, 11' Bonnell Snow Plow with Quick Link Hitch, 300-gallons Pre-Wetting and appurtenances from Rush Truck Centers of Springfield, Illinois in an amount not to exceed \$592,858.62
- F. Resolution No. 23-R-0050 – License Agreement with the Commuter Rail Division of the Regional Transportation Authority (Metra) for the use of its property to install a Sanitary Forcemain associated with Lift Station 5 Rehabilitation Project
- G. Resolution No. 23-R-0051 – Contract Award – Corrective Asphalt Materials, LLC for the 2023 Pavement Preventative Maintenance Program in an Amount Not to Exceed \$49,914.00
- H. Resolution No. 23-R-0052 – Contract Award – Boller Construction Company, Inc. for the Headworks Gate Improvement Project at the West Chicago/Winfield Wastewater Authority Regional Wastewater Treatment Plant in the amount not to exceed \$529,300.00

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

5. Items for Discussion.

4.A. Rejection of all Bids and Re-bid – Klein Road Culvert Replacement Project. Alderman Brown inquired if it was feasible to re-bid the project this year and if staff would be reapplying for the grant. Mr. Patel explained that the grant has already been awarded and does not expire until December 31, 2024, so staff is just trying to get ahead of the project. The plan is to re-bid in a couple months to receive bids that are more competitive as industry workload and demand typically softens during winter months for projects of this size and scope. Staff will also work with the County to see if there is any additional funding to help close the gap. It is also a possibility to stagger the project to be budgeted over two years if necessary. **Alderman Dimas made a motion, seconded by Alderman Brown to approve.**

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

4.B. 2023 Asphalt Materials Procurement – DuPage County Joint Purchasing Program – Plote Construction, Inc. Alderman Brown requested clarification on why staff was looking to choose Plote Construction, Inc. over Superior Asphalt Co. Mr. Patel noted that the County itself was not awarding to Superior Asphalt, potentially based on a performance issue, and they did not bid on everything the County needs either. The City hauls its own materials, so using a local plant saves a lot of transit time and keeps the materials hotter, which is helpful in the application process. These factors will help offset the higher purchase price. **Alderman Dimas made a motion, seconded by Alderman Hallett to approve.**

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

4.C. Purchase of Road Salt from Compass Minerals America, Inc. of Overland Park, Kansas, for the 2023-2024 Winter Season. Alderman Brown requested further information regarding how much salt the City has on-hand currently and how much is used annually. Mr. Patel explained that annual usage is dependent upon how heavy the snowfall is each season. Last winter was very light, and staff have also come to utilize more liquid agents for smaller snow events, which reduced the amount of salt used; about 1,600 tons of salt were used this past winter. Currently the City's salt barn is full, estimated to be holding about 5,000 tons, which is the goal going into each winter season. **Alderman Dimas made a motion, seconded by Alderman Short to approve.**

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

4.D. Purchase of One 2023 John Deere 410 P-Tier Backhoe Loader from West Side Tractor Sales of Lisle, Illinois. Alderman Brown requested more information about this

equipment purchase. Mr. Patel elaborated that this backhoe loader (Combo) would replace a 2007 Combo with roughly 3,500 hours on it, which is no longer used and would be traded in for the new one. It is a heavily utilized piece of equipment used in both the Street and Utility Divisions. This particular one would be for the Utility Division and is used for most digs and projects handled by that Division. **Alderman Dimas made a motion, seconded by Alderman Brown to approve.**

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

5.A. City of West Chicago 2022 Hydraulic Water System Model Update. Mr. Patel explained that the water model is a tool to analyze the City's current water system as a whole by simulating various operating conditions without causing damage or interrupting existing service. It also assists in identifying areas in need of future improvements such as watermain replacements and storage capacity. Key takeaways from the model are that the City should be implementing a more sustainable watermain replacement program, add an additional 2.75 million gallons of storage, and consider installing a watermain along Klein Road to loop the water distribution system to Meadow Wood subdivision for better reliability and redundancy.

6. Unfinished Business. Alderman Dimas asked if there were any updates regarding the painting of the Fremont Street water tower. Mr. Patel indicated that the grant is moving along, and he has been in communication with the grant manager to provide additional information as requested to eventually get the grant agreement and then go out to bid.

7. New Business. Alderman Short noted that she and other residents have noticed more debris on the road, and she wondered whose responsibility it is to clean up. Mr. Patel explained that on local streets the City's street sweeper tries to go through the entire town once a week, but streets like Route 59 and the ramp to Route 38 are State routes, which get cleaned by IDOT less frequently. Alderman Short also commended Public Works employees for their professionalism and great work, particularly on the lawn restorations done recently following some watermain repairs.

8. Reports from Staff. Mr. Patel stated there are many projects currently underway that are running on schedule, with the exception of the Lift Station 5 project, which is still experiencing some materials delays.

9. Adjournment. At 7:34 P.M., Alderman Hallett made a motion to adjourn, seconded by Alderman Brown. **Motion was unanimously approved by voice vote.**

Respectfully submitted,

Ashley Heidorn
Administrative Assistant of Public Works

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Ordinance No. 23-O-0019 – Authorizing the Disposal of Surplus Equipment, Stock Inventory, and/or Personal Property Owned By the City Of West Chicago

AGENDA ITEM NUMBER:

4.A.

COMMITTEE AGENDA DATE: July 6, 2023

COUNCIL AGENDA DATE: July 19, 2023

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

SIGNATURE _____

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE _____

ITEM SUMMARY:

City staff has identified surplus equipment, stock inventory, and/or personal property that has no useful life and is no longer useful to the City, has little or no salvage value, and should be properly disposed of (please refer to Ordinance No. 23-O-0019 and Attachment A for additional information).

Therefore, staff is requesting that these items be declared surplus so that they may be traded in, disposed of through auction, disposed of through the City's contractual waste hauler, recycled, or sold to a local scrap dealer for scrap value; in a manner deemed appropriate by the City Administrator, with or without consideration.

ACTIONS PROPOSED:

Adopt Ordinance No. 23-O-0019 for the disposal or sale of surplus equipment, stock inventory, and/or personal property owned by the City of West Chicago.

COMMITTEE RECOMMENDATION:

ORDINANCE NO. 23-O-0019

**AN ORDINANCE AUTHORIZING THE DISPOSAL OR SALE OF SURPLUS EQUIPMENT,
STOCK INVENTORY, AND/OR PERSONAL PROPERTY OWNED
BY THE CITY OF WEST CHICAGO**

WHEREAS, in the opinion of the corporate authorities of the City of West Chicago, it is no longer necessary or useful to or for the best interests of the City of West Chicago, to retain ownership of the surplus equipment, stock inventory, and/or personal property hereinafter described; and,

WHEREAS, it has been determined by the City Council of the City of West Chicago to properly dispose of said surplus equipment, stock inventory, and/or personal property.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of West Chicago, Illinois, in regular session assembled as follows:

SECTION 1. Pursuant to 65 ILCS 5/11-76-4, the City Council of the City of West Chicago finds that the surplus equipment, stock inventory, and/or personal property listed on Attachment A are no longer necessary or useful to the City of West Chicago and the best interests of the City of West Chicago will be served by their disposal.

SECTION 2. Pursuant to said Statute, the City Administrator is hereby authorized and directed to dispose of the aforementioned surplus equipment, stock inventory, and/or personal property in any manner deemed appropriate, with or without consideration.

SECTION 3. All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION 4. That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED this 17th day of July 2023.

Alderman D. Beebe _____

Alderman L. Chassee _____

Alderman J. Sheahan _____

Alderman H. Brown _____

Alderman A. Hallett _____

Alderman C. Dettmann _____

Alderman Birch-Ferguson _____

Alderman S. Dimas _____

Alderman C. Swiatek _____

Alderman J. Smith, Jr. _____

Alderman R. Stout _____

Alderman J. Short _____

Alderman J. Morano _____

Alderman J. Jakabcsin _____

APPROVED as to form: _____
City Attorney

ADOPTED this 17th day of July, 2023.

Mayor Ruben Pineda

ATTEST:

Executive Office Manager, Valeria Perez

PUBLISHED: _____

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 13-R-0017 – Acceptance of Public Improvements – 651 Washington Street, The Crusher

AGENDA ITEM NUMBER:

4.B.

FILE NUMBER:

COMMITTEE AGENDA DATE: July 6, 2023

COUNCIL AGENDA DATE: July 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:

In 2011, City Council approved the Final Engineering Plans for a sanitary sewer extension to serve The Crusher located at 651 W. Washington Street. Improvements consists of the installation of private utilities (i.e., sanitary sewer service, and storm sewer), and the extension of public utilities (i.e., sanitary sewer).

The improvements were constructed for The Crusher project during the summer of 2011 and have been substantially complete since fall of 2011. The Developer has satisfactorily completed all required public improvements, and no maintenance issues have been reported since construction was complete. This item was ready for acceptance over 10 years ago but for some reason was not completed.

The Developer had posted a maintenance security for \$84,121.88 following the completion of the sewer extension in 2011. The Developer is now requesting the release of the security.

The developer has submitted the required Final Waivers of Lien, Deed of Conveyance/Bill of Sale, as-built drawings, and necessary easement documents, for this development project. Staff recommends that City Council approve the following:

1. Acceptance of all sanitary sewer collection system improvements located within a dedicated public right-of-way or dedicated easement area, as installed for 651 W. Washington Street - The Crusher development, as City of West Chicago ownership and maintenance responsibility.
2. Acceptance of the public improvements identified in item above is conditioned on The Crusher using the security monies to cover the cost of the building permit and security for the Phase I improvements of the property required under Ordinance 23-O-0005. Such work shall commence no later than July 31, 2023.

The Development's stormwater management facilities (i.e., Detention Basins), special management areas (i.e., wetland, floodplain, and riparian environment areas), stormwater outlet control structures, overland stormwater drainage systems and that portion of the storm sewer system not located within a dedicated public right-of-way, storm sewer that is conveying off site flow, and/or that portion which is not utilized to convey drainage from City owned and maintained roadway to the subdivision's stormwater management facility, shall remain the ownership and responsibility of The Crusher.

Other items not being conveyed to the City, shall remain the ownership and maintenance responsibility of The Crusher, include the following: all onsite sanitary sewer service lines to the point of connection with

CITY OF WEST CHICAGO

the City's sanitary main, the water service lines (from the water service shut-off valve or b-box to the building), and the fire suppression lines (from the valve vault to the building).

Staff from the Department of Public Works recently televised the sewer extension segment to verify the condition of the pipe and if there are any potential defects. The televising did not find any defects and staff recommends acceptance of the sewer extension.

ACTIONS PROPOSED:

Approve Resolution No. 13-R-0017 authorizing the acceptance of the public improvements for 651 W. Washington, and authorize a refund in the amount \$84,121.88 to The Crusher, which was used as the maintenance security for the installation of the public improvements.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 13-R-0017

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE PUBLIC
IMPROVEMENTS FOR THE CRUSHER 651 W. WASHINGTON STREET

WHEREAS, the developer of The Crusher located at 651 W. Washington Street has heretofore executed and delivered to the City a certain Deed of Conveyance/Bill of Sale regarding the conveyance of certain public improvements therein, a copy of which is attached hereto and incorporated herein as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Chicago, DuPage County, Illinois, in regular session assembled as follows:

That the corporate authorities of the City of West Chicago hereby accept the Deed of Conveyance/Bill of Sale attached hereto as Exhibit "A" conveying the public improvements for The Crusher sanitary sewer extension project.

That the corporate authorities of the City of West Chicago hereby accept all sanitary sewer system improvements located within a dedicated public right-of-way or dedicated easement area, as installed for The Crusher sanitary sewer extension project, as City of West Chicago ownership and maintenance responsibility.

That all resolutions or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

That this Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

APPROVED this 17th day of July 2023.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

Valeria Perez, Executive Office Manager

CERTIFICATE OF APPROVAL AND INITIAL ACCEPTANCE

REQUEST FOR INSPECTION

SUBDIVISION: Sewer Extension 651 West Washington - The Crusher
(Project Name / Phase, etc.)

Request is hereby made by the The Crusher
to the City of West Chicago to approve the subdivision/project
described above. The following information is submitted in
support of this request.

Deed of Conveyance/Bill of Sale
"As-Built" Engineering Drawings (3-print sets/1 mylar set)
Maintenance Guarantee (Bond, Letter of Credit, etc.)

OWNER(S) / DEVELOPER(S): The Crusher

ADDRESS: 651 West Washington

West Chicago, Il 60185

TELEPHONE: 630-231-6888

REFERENCE:

Plan No. _____ Sheets 5, Dated 8-23-11 & Specifications.

Prepared by Webster, McGrath & Ahlberg

And approved by the City of West Chicago.

IMPROVEMENT DESCRIPTION:

- ☐ Watermain and Appurtenances
- ☒ **X** Sanitary Sewer and Appurtenances
- ☐ Storm Sewer and Appurtenances
- ☐ Roadway (Curb and Gutter)
- ☐ Roadway (Pavement)
- ☐ Roadway (Markings)
- ☐ Sidewalk
- ☐ Street Lights
- ☐ Parkway Trees
- ☐ Ponds (Detention/Retention)
- ☐ Other (Lift Station, etc.)

CERTIFICATIONS:

DESIGN ENGINEER'S CERTIFICATION

To the best of my knowledge and belief, the construction of the above described improvement has been completed in accordance with the approved plans and specifications, prepared by:

Name: S. Mark Richards

Address: Webster, McGrath & Ahlberg

270 S. Naperville St, Wheaton, IL 60187

10/19/12
(Date)

062-054556
(Ill. P.E. No.)


(Signature)

SEAL



DEVELOPER/OWNER CERTIFICATION

FIELD INSPECTORS CERTIFICATION

I hereby certify that I (we) have regularly inspected the above described improvements during the progress of construction and that to the best of my/our knowledge and belief the work has been completed in conformance with the approved plans and specifications.

DEVELOPER(S) /OWNER(S) :

Gerald Neumaier

(Name) Typed

(Date)


(Name) Signed

11-19-12
(Date)

CITY INSPECTOR:

(Name)

(Date)

CITY ENGINEER: CERTIFICATION

All work required for this development has been inspected and found to be complete in a satisfactory manner. All documentation for acceptance has been submitted and found to be acceptable.

(Date)

(Name)

(Title)

DEED OF CONVEYANCE/BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that _____

The Crusher _____ (Developer/Owner), located at

651 W. Washington, West Chicago (Address of Developer/Owner)

a Corporation _____ (corporation, partnership, individual)

authorized to do business in the State of Illinois, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, does hereby Grant, Sell, Transfer Over, Convey and Deliver unto the City of West Chicago (the "City"), DuPage County, Illinois, a municipal corporation, to and for its own use forever the following:

UNDERGROUND IMPROVEMENTS

_____ Watermain and Appurtenances
_____ X _____ Sanitary Sewer and Appurtenances
_____ Storm Sewer and Appurtenances
_____ Lift Station and Force Main
_____ Other (_____)

SURFACE IMPROVEMENTS

_____ Roadway (Curb & Gutter/Pavement)
_____ (Street Names _____)
_____ Sidewalks
_____ Parkway Trees
_____ Traffic Control/Street Signs/Pavement marking
_____ Street Lights
_____ Storm Water Retention/Detention
_____ Basin/Grading
_____ Other (_____)

Located in the Project known as The Crusher Sanitary Sewer
(Project/Subdivision Name)

(the "Project") as described on the "as-built" engineering plans
prepared by Webster, McGrath & Ahlberg, located at
(Consulting Engineer's Name)

270 S. Naperville Street, Wheaton, IL 60187
(Consultant's Address)

and dated 10-19-12, which plans with "Bill of Materials"
(As-built date)

are incorporated by reference and made a part hereof.

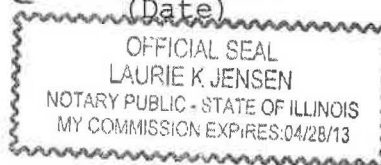
WHEREAS, the Developer does hereby warrant to the City, it
is the lawful owner of and has good and marketable title to the
aforescribed improvements; that the same are free from all
encumbrances; that the Developer shall hold harmless the City
against the lawful claims and demands of all persons with
respect to the title hereby conveyed; and that the execution of
this Deed of Conveyance/Bill of Sale is an authorized Act of
Said Corporation, Individual or Partnership.

IN WITNESS WHEREOF, the Developer has caused this instrument
to be signed and delivered this _____ day of _____, 20__.

Laurie K. Jensen 11-19-12
(Name) (Date)

CORPORATE
SEAL

Pres.
(Title)



Laurie K. Jensen
11-19-12

Accepted for the City of West Chicago

Mayor

ATTEST: _____
City Clerk

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 23-R-0057 – ComEd – Customer Work Agreement – Turner Court Three-Phase Transformer

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

On February 20, 2023, the City Council approved Resolution No. 23-R-0007, awarding a construction contract for the First Floor and Lower Level Renovation Project at 200 Main St. The Project construction is underway.

One of the major items of concern that has risen during the Project construction is the electrical service. The current electrical service to the building is a single phase 120/240 volt. The proposed service to the building is a three phase 120/208 Volt. In general, the three-phase service is more appropriate for industrial, manufacturing and certain types of retail uses. The three-phase service is also more efficient and power supply is more consistent if voltage dips occur. While the Project team believes the 200 Main Street building can operate with a single-phase service, a three-phase electrical service is more appropriate for the proposed use of the building.

The issue is that ComEd does not have a true three-phase transformer near 200 Main Street. City staff has been working with ComEd to provide a three-phase transformer along Turner Court, which can serve the 200 Main Street building. Staff has successfully worked with ComEd to oversize the proposed three-phase transformer, such that, if any future redevelopment along the same strip requiring a three-phase service, the transformer will be able to accommodate it. In other words, the proposed three-phase transformer will be a community transformer that can be used by any future development along the same strip. ComEd has prepared a Customer Work Agreement to install a three-phase transformer along the Turner Court rights-of-way. The cost of such is estimated to be \$25,034.36.

Staff recommends approval of the Customer Work Agreement for \$25,034.36. This project will be paid for using Capital Project Funds in which \$1,800,000.00 is budgeted for in account 08-34-53-4818. The estimated timeline to complete the work is approximately six to nine months, subject to availability of the three-phase transformer. Please note the delay in installation of the transformer will also delay the completion of the Project, which is currently November 21, 2023.

ACTIONS PROPOSED:

Approve Resolution No. 23-R-0057 authorizing the Mayor to approve the ComEd Customer Work Agreement for installation of a Three-Phase Transformer along Turner Court in the amount of \$25,034.36

CITY OF WEST CHICAGO

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 23-R-0057

**A RESOLUTION AUTHORIZING THE MAYOR TO APPROVE THE
COMED CUSTOMER WORK AGREEMENT FOR INSTALLATION OF A
THREE-PHASE TRANSFORMER ALONG TURNER COURT
IN THE AMOUNT OF \$25,034.36**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to approve the ComEd Customer Work Agreement for installation of a Three-Phase Transformer along Turner Court in the amount of \$25,034.36, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 17th day of July 2023.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

Executive Office Manager Valeria Perez

**GLENBARD OFFICE
1N423 SWIFT ROAD
LOMBARD, ILLINOIS 60148
779-231-2860**



**CITY OF WEST CHICAGO
ORDINANCE CONSIDERATION ACCT
475 MAIN ST
WEST CHICAGO, IL 60185**

Date: 06/16/2023

**For Electrical Service To:
200 MAIN ST
WEST CHICAGO, IL**

Enclosed please find a copy of your Customer Work Agreement.
To ensure prompt processing of your agreement please do the following :

Review, sign and date the Customer Work Agreement.

Return the signed copy of the agreement and payment of **\$25,034.36** in the enclosed envelope, to my attention.

Work cannot proceed until we have received the signed document with your remittance and a call to 1-866-NEW-ELEC (1-866-639-3532) letting us know your electrician has completed work and passed required municipal government inspections. Upon approval by our Company, one copy of the document will be returned to you for your records.

If this contract is not returned within 30 days, it will be cancelled.

You may make payments on the ComEd website or by phone.

By Internet go to: <https://www.comed.com/MyAccount/MyBillUsage/Pages/PayMyBill.aspx>

(for payments of \$5,000 or less for Credit/Debit)

(for non-business payments of \$100,000 or less for eCheck)

(for business payments of \$500,000 or less for eCheck)

Or

By **Customer Service Representatives** (English & Spanish)

1-800-334-7661 (for payments of \$5,000 or less for Credit/Debit)

1-800-588-9477 (for non-business payments of \$100,000 or less for eCheck)

1-877-426-6331 (for business payments of \$500,000 or less for eCheck)

If you have any questions concerning this contract please contact your Field Representative.

Sincerely,

Enclosures

**ADAM ADDAMS
DCC
779-231-2860**

CUSTOMER WORK AGREEMENT

PL#:

CWA#: **WD230332 R:0000**

Date: 06/16/2023

CITY OF WEST CHICAGO ("Customer") and **ComEd** ("Company") agree that the Company will furnish at the Customer's expense the labor and materials necessary to do the work for the Customer on or adjacent to the Customer's premises at **200 MAIN ST, WEST CHICAGO, IL 60185**, described below.

CUSTOMER WORK AGREEMENT - CUSTOMER WORK ORDER INSTALL NEW 225KVA 277/480V FT TRANSFORMER IN ROW AS COMMUNITY BANK AND INSTALL/CONNECT TWO 3PH PEDESTALS IN ROW

CHARGES FOR REQUESTED INSTALLATION	\$33,453.40
CREDIT FOR STANDARD INSTALLATION	\$(8,419.03)
TOTAL CUSTOMER CHARGE	\$25,034.36

The Customer agrees to pay to the Company the sum of **\$25,034.36**, payment in full due prior to beginning of Company work.

The charges listed in this contract are for performing the work identified herein under normal field conditions. If abnormal field conditions are encountered and additional labor and materials are required to complete the work, or if the scope of work is altered, ComEd reserves the right to collect, and the owner agrees to pay, additional money to cover the increased costs.

The sketch, if any, attached hereto is hereby made a part of this Agreement and expressly designates ownership of the facilities referred to.

The Total Customer Charge reflects the scope of work described in this Customer Work Agreement that will be performed by the Company. This does not include charges for the relocation or removal of equipment owned by others, such as cable television or communication companies, that are attached to the Company's poles. It is the Customer's responsibility to contact these other companies to schedule the relocation or removal of their equipment from the poles. These companies will bill the Customer separately for the work they must perform.

Work will be done during the Company's regular working hours, unless otherwise specified.

This Agreement shall be void if not accepted by the Customer within thirty days from date submitted.

Transformers and metering equipment installed in conjunction with this work, shall in all cases, remain the property of the Company.

In the event the work covered by this Agreement cannot be completed within one year from the above date as a result of delays on the part of the Customer or because the Company has been denied access to the premises, the charge to the Customer shall be recomputed based on the level of costs prevailing at the time of completion of the work as stipulated in the Company's General Company Order No. 25.

This agreement is subject to the provisions of the Company's Schedule of Rates and Information and Requirements for Electric Services as on file with the Illinois Commerce Commission.

FOR THE COMPANY:

FOR APPLICANT:

ADAM ADDAMS

Submitted By

Accepted By

Signature

Accepted By

Signature

Print Name

Print Name

Official Capacity

Account Number: **6755193023**

Work Task Number: **1882343201**

Payment Stamp

Mail Bills To: **CITY OF WEST CHICAGO
ORDINANCE CONSIDERATION ACCT
475 MAIN ST
WEST CHICAGO, IL 60185**



Agreement Date : 06/16/2023
Phone Number : 779-231-2860

Submitted by : ADAM ADDAMS
Group :

Type of Payment

Check ☐

Wire/ACH ☐

Name : CITY OF WEST CHICAGO
Service Address : 200 MAIN ST
Civ. State : WEST CHICAGO. IL

CWA Payment
C.W.A. #: WD230332

CIMS Account #	Work Order Task #	Total
6755193023	1882343201	\$25,034.36

CUSTOMER WORK AGREEMENT SKETCH

C.W.A. # **WD230332**

THIS INFORMATION FOR THE ELECTRICAL CONTRACTOR AND/OR ARCHITECT FOR:

CITY OF WEST CHICAGO

ComEd TO:

- 1 DIG SPlice PIT AND MAKE (2) SET OF JOINTS TO PULL IN NEW CABLE TO FEED NEW TRANSFORMER
- 2 INSTALL NEW 225 KVA 120/208V FEEDTHRU COMMUNITY TRANSFORMER IN R.O.W SET ON CUSTOMER OWNED PAD
- 3 INSTALL NEW SECONDARY PEDESTAL FOR FUTURE SERVICES IN R.O.W APRX 150 FT NORTHWEST OF NEW TRANSFORMER
- 4 INSTALL NEW SECONDARY PEDESTAL FOR FUTURE SERVICES IN R.O.W APRX 100 FT SOUTHEAST OF NEW TRANSFORMER
- 5 CLOSE TERMINATION UPSTREAM AT EXISTING TRANSFORMER TO LIVE THE (A) PHASE GIVING THE NEW TRANSFORMER (3) PHASES TOTAL
- 6 REPLACE FUSES AT EXISTING DOWNFEED POLE UPSTREAM TO COORDINATE WITH ADDITIONAL LOADS ON CIRCUIT SERIES
- 1-2 PULL NEW CABLE AND MAKE CONNECTIONS TO TIE IN NEW TRANSFORMER WITH THE EXISTING BURIED CABLE OF THE CIRCUIT SERIES

- 2-3 BORE AND BURY APRX 150 FT OF CONDUIT IN R.O.W TO THEN PULL SECONDARY CABLE FROM NEW TRANSFORMER (LOC 2) TO NEW NORTHWEST PEDESTAL (LOC 3)
- 2-4 BORE AND BURY APRX 100 FT OF CONDUIT IN R.O.W TO THEN PULL SECONDARY CABLE FROM NEW TRANSFORMER (LOC 2) TO NEW SOUTHEAST PEDESTAL (LOC 4)

CUSTOMER TO:

- 2 OWN, INSTALL & MAINTAIN PAD PER COMED FEEDTHRU TRANSFORMER CONSTRUCTION STANDARD C5293.A

COMMONWEALTH EDISON COMPANY
NEW BUSINESS ENGINEERING DEPARTMENT
BY **ADAM ADDAMS** 06/08/2023
ENGINEER DATE
TELEPHONE (779) 231-2860



LOCATION PLAN FOR
ELECTRICAL FACILITIES
APPROVED BY:

X

CUSTOMER

DATE



 comed AN EXELON COMPANY	
CUSTOMER WORK AGREEMENT SKETCH	
CITY OF WEST CHICAGO 200 Main St, West Chicago, IL 60185	
P.L.: 453092	DESIGNER: DPD
DATE: 06/02/2023	PAGE 1 OF 1

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 23-R-0059 – Easement Agreement with the Forest Preserve District of DuPage County for the Klein Road Culvert Replacement Project

AGENDA ITEM NUMBER:4.D.**COMMITTEE AGENDA DATE:** July 6, 2023**COUNCIL AGENDA DATE:** July 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:**

In June 2022, the City received American Rescue Plan Act (ARPA) Grant through DuPage County Stormwater Management for Klein Road Culvert Replacement Project (Project) in the amount not to exceed \$169,000.00. Subsequently, the City Council approved an Intergovernmental Agreement (IGA) with DuPage County on September 6, 2022, for acceptance of grant funds for construction costs. The IGA requires the City to substantially complete the project by October 31, 2024.

The Project's scope includes the removal of the existing corrugated metal pipe culvert and two cast-in-place (CIP) junction chambers and replace it with a single-cell, 6' x 3' precast concrete box culvert with a CIP end section, soldier pile retaining wall and a precast concrete junction chamber, full depth hot-mix asphalt (HMA) pavement removal and reconstruction, HMA resurfacing, widening and placement of 8-foot HMA bike path to accommodate for future Wayne Township's bike path project along Klein Road, HMA and aggregate shoulder construction, storm sewer improvements, temporary detour, thermoplastic pavement markings, fieldstone riprap installation, tree removals, native planting, landscaping, and other collateral work necessary to complete the project as described in the Project plans and specifications.

Furthermore, the Project requires obtaining temporary and permanent easements from the Forest Preserve District of DuPage County (FPDDC) for proposed improvements in the West Branch Forest Preserve. The temporary construction easement is required for grading, construction of storm sewer culvert and headwall, and placement of rip-rap and fieldstone. The permanent easement is required for the City to maintain the storm sewer culvert, headwall, rip-rap, and fieldstone on the FPDDC Property. A copy of the Easement Agreement with the FPDDC is enclosed.

The City Council rejected all bids for the Project on June 5, 2023, due to the Project being significantly over budget. Staff is going to re-bid the Project in July 2023, with a proposed completion date in summer 2024, to receive more bids that are competitive. Concurrently, the staff is also working with the DuPage County Stormwater Management team to request additional grant funding for the Project, which will require an amendment to the IGA with DuPage County. The amendment to the IGA will be presented to the City Council under a separate agenda item.

ACTIONS PROPOSED:

Approve Resolution No. 23-R-0059 authorizing the Mayor to execute the Easement Agreement with the Forest Preserve District of DuPage County for the Klein Road Culvert Replacement Project.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 23-R-0059

**A RESOLUTION AUTHORIZING THE MAYOR
TO EXECUTE THE EASEMENT AGREEMENT WITH
THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY
FOR THE KLEIN ROAD CULVERT REPLACEMENT PROJECT**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute the Easement Agreement with the Forest Preserve District of DuPage County (FPDDC) for the construction and maintenance of stormwater improvements on the FPDDC property as part of the Klein Road Culvert Replacement Project, as attached hereto and incorporated herein as Exhibit "A".

APPROVED this 17th day of July 2023.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

Mayor, Ruben Pineda

ATTEST:

Executive Office Manager, Valeria Perez

**Prepared by and return to:
Forest Preserve District of
DuPage County
C/O Land Preservation Manager
P.O. Box 5000
Wheaton, IL 60189-5000**

**Property Address:
VACANT LAND
P.I.N.: 01-22-400-015 and 01-22-401-001
East and West sides of Klein Road and
North of Meadowlark Drive
West Chicago, IL**

**AN EASEMENT AGREEMENT BETWEEN THE FOREST PRESERVE DISTRICT OF DUPAGE COUNTY
AND THE CITY OF WEST CHICAGO FOR STORMWATER IMPROVEMENTS WITHIN PORTIONS OF
WEST BRANCH FOREST PRESERVE**

THIS EASEMENT AGREEMENT (hereinafter referred to as the "Agreement") is effective upon being signed by all parties and is made and entered into by and between the Forest Preserve District of DuPage County, a body politic and corporate (hereinafter referred to as the "DISTRICT") and the City of West Chicago, a municipal corporation (hereinafter referred to as the "CITY"). The FOREST PRESERVE DISTRICT and the CITY are sometimes referred herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the DISTRICT owns certain property commonly known as the West Branch Forest Preserve (hereinafter "West Branch"); and

WHEREAS, the CITY is in the design stage for the replacement of the culvert under Klein Road and construction of stormwater improvements on either side of Klein Road; and

WHEREAS, the CITY requests the granting of permanent easements and temporary easements to allow for the construction of stormwater improvements (storm sewer, rip-rap and field stone) within certain portions of West Branch related to the culvert replacement project on Klein Road; and

WHEREAS, the DISTRICT and the CITY are municipalities as defined in Section 1(c) of the Local Government Property Transfer Act, 50 ILCS 605/1(c), hereinafter referred to as the "Transfer Act"; and

WHEREAS, Section 2 of the Transfer Act authorizes transfers of real estate, or interests therein, between municipalities for any public purpose upon such terms as are agreed to by the corporate authorities of the respective municipalities; and

WHEREAS, in accordance with Section 2 of the Transfer Act, the CITY, pursuant to a duly passed ordinance, has determined that it is necessary to be granted permanent easements and temporary easements for the construction of stormwater improvements (storm sewer, rip-rap and field stone) within certain portions of West Branch, such certain portions of West Branch are depicted in **Exhibit A** and legally described in **Exhibit B**, both of which are attached hereto and made a part hereof (hereinafter referred to as "Easement Premises"); and

WHEREAS, the DISTRICT has determined that it is reasonable, necessary and in the public interest and welfare to grant the CITY permanent easements and temporary easements subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing preambles and the promises, terms and conditions set forth herein, the Parties agree as follows:

1.0 INCORPORATION OF RECITALS

1.1 The recitals set forth above are incorporated herein and made a part of this Agreement.

2.0 EASEMENT GRANTED

2.1 The DISTRICT hereby grants the CITY non-exclusive permanent easements and temporary easements for the construction of stormwater improvements (storm sewer, rip-rap and field stone) within the Easement Premises on the terms and conditions as provided for in this Agreement.

2.2 The temporary easements granted herein shall expire upon DISTRICT written approval of the restoration of the Easement Premises.

2.3 The permanent easements granted herein shall expire 99 years after the date of this Agreement on _____.

3.0 SCOPE OF PROJECT

3.1 The CITY shall design, permit, and construct the stormwater improvements within West Branch. Implementation of the stormwater improvements shall be in accordance with the plan drawings titles "KLEIN ROAD OVER UNNAMED TRIBUTARY TO WEST BRANCH DUPAGE RIVER CULVERT REPLACEMENT", dated 4/11/23, and prepared by Engineering Resource Associates (hereinafter referred to as the "Final Plan"). The Final Plan shall be deemed incorporated herein by reference but without attaching said document hereto due to its size.

3.2 The CITY shall pay all fees and costs necessary to design, permit, construct and implement the stormwater improvements and as provided for in this Agreement.

3.3 The CITY shall notify the DISTRICT'S designated project representative (Kevin Stough, kstough@dupageforest.org) no less than five business days prior to the first access to the Easement Premises. The CITY shall notify the DISTRICT no less than six weeks prior to any future construction project within the Easement Premises related to the stormwater improvements in accordance with the notice provisions in paragraph 11.0 herein. The CITY shall make any independent contractor accessing the Easement Premises aware of the terms and conditions of this Agreement.

- 3.4 The CITY shall notify the DISTRICT'S designated project representative within two (2) days after the completion of the restoration of the Easement Premises.

4.0 EASEMENT FEE

- 4.1 In consideration that the CITY has waived permit fees and other fees for DISTRICT projects, the DISTRICT hereby waives the Easement Fee.

5.0 PERMITS AND APPROVALS

- 5.1 The CITY shall complete the design of the stormwater improvements, including all plan sets, drawings, specifications, and cost estimates. The CITY agrees to cooperate with the DISTRICT regarding any significant proposed changes, alterations, or modifications to the Final Plans including, but not limited to any field adjustments or change orders, by providing reasonable advance notification and opportunity for review and comment.
- 5.2 The CITY shall obtain all necessary permits or other approvals required for the stormwater improvements. The CITY shall also comply with all applicable federal, state, and local laws, rules and regulations (including, but not limited to, those relating to safety) whenever it performs any work on the Easement Premises or exercises any rights conferred under this Agreement.
- 5.3 The CITY agrees to provide the DISTRICT with as-built record drawings of the stormwater improvements within ninety (90) days following completion of the stormwater improvement project.

6.0 INSURANCE

- 6.1 Before commencing with access to and work activities within the Easement Premises, the CITY and each contractor engaged to perform any work on the Easement Premises shall obtain the following insurance coverages, which shall be maintained in force until the DISTRICT has accepted the restoration work within the Easement Premises:
- (a) Workers' Compensation Insurance with limits as required by the applicable statutes of the State of Illinois.
 - (b) Employer's Liability Insurance with limits as required by the applicable statutes of the State of Illinois.
 - (c) Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence bodily injury/ property damage combined single limit; \$2,000,000 aggregate bodily injury/property damage combined single limit. The Commercial General Liability policy shall include, but not be limited to, the following:
 - (i) premises/operations coverage;
 - (ii) products/completed operations coverage;
 - (iii) contractual liability coverage (specifically covering the indemnification obligations referred to in paragraph 9);
 - (iv) personal injury coverage (with the employment exclusion deleted);
 - (v) broad form property damage coverage;
 - (vi) explosion, collapse and underground coverage; and
 - (vii) independent contractor liability coverage.
 - (d) Comprehensive Motor Vehicle Liability Insurance with limits of not less than \$2,000,000 each accident bodily injury/property damage combined single limit.

The policy of Commercial General Liability Insurance shall provide "occurrence" based coverage and shall include an endorsement naming the DISTRICT as additional insured.

- 6.2 The coverage limits specified in subparagraphs (c) and (d) may be satisfied through a combination of primary and excess insurance. The foregoing insurance coverages shall be provided by companies authorized to transact business in the State of Illinois and with a "Best" rating of "A" or higher. The CITY and its contractors shall provide the DISTRICT with a Certificate of Insurance for each of the coverages specified above and, if requested, copies of the policies issued by the insurers prior to the commencement of any work on the Easement Premises. Each certificate and policy shall provide that no cancellation or modification of the policy will occur without at least 30 days' prior written notice to the DISTRICT. The CITY shall not allow any contractor to commence work on the Easement Premises until all the insurance coverages required under this paragraph have been obtained and satisfactory evidence thereof has been furnished in writing to the DISTRICT. Each contract between the CITY and a contractor performing work on the Easement Premises shall provide that the DISTRICT is intended as a third-party beneficiary of the insurance obligation that is required of the contractor under this paragraph.

- 6.3 The CITY shall procure and maintain a policy of Commercial General Liability Insurance providing coverage for bodily injury and property damage claims arising on or from the use of the Easement Premises. The policy shall (a) provide "occurrence" based coverage; (b) be issued by a company authorized to transact business in this State under the Illinois Insurance Code and acceptable to the DISTRICT; (c) include an endorsement naming the DISTRICT as an additional insured; (d) include contractual liability coverage; and (e) not be subject to cancellation or modification without at least 30 days' written notice to the DISTRICT, unless otherwise agreed to in writing between the CITY and DISTRICT. The CITY shall provide evidence of said insurance coverage during the work activities on the stormwater improvement project and as requested thereafter by furnishing the DISTRICT with a current Certificate of Insurance and, if requested, a certified copy of the policy issued by the insurer.

7.0 CONSTRUCTION ACTIVITY

- 7.1 All construction activities shall be confined to the Easement Premises. No construction personnel or equipment shall be permitted outside the Easement Premises while engaged in construction activities.
- 7.2 The DISTRICT shall not be responsible for or have control over the construction means, methods, techniques, or procedures with respect to the construction of the culvert and stormwater improvements project. In no event shall the DISTRICT be responsible for or have any obligation with respect to the safety of any person performing work on the Easement Premises, including, but not limited to, the employees of the CITY or of any contractor, subcontractor, agent, or consultant.
- 7.3 The CITY shall maintain the Easement Premises in accordance with applicable safety rules and regulations.
- 7.4 In the event the CITY, its employees or agents, or any contractor or subcontractor engaged to perform work on the Easement Premises causes any damage to trees, shrubs, or other vegetation or landscaping, or any improvements lying outside the boundaries thereof, the CITY shall pay the cost of replacement in the case of trees, shrubs or other vegetation, and in the case of landscaping or improvements, shall pay the cost of restoration and repair. Said

costs shall be calculated at current replacement costs as reasonably determined by the DISTRICT for all material, labor and incidentals necessary for a complete restoration and repair. In addition to paying for the cost of restoration and repair, the CITY shall pay the DISTRICT an amount equal to 15 percent of the cost of restoration and repair for administrative and supervision expenses.

8.0 RESTORATION

- 8.1 Following completion of the culvert replacement project, all areas affected or disturbed within the Easement Premises shall be properly restored in accordance with the Final Plan. All restoration shall be subject to the approval of the DISTRICT'S Executive Director.
- 8.2 If the CITY fails to properly restore the Easement Premises within 45 days of service of the DISTRICT'S written demand for the restoration work, the DISTRICT shall have the right to take such action as it deems necessary to perform the restoration or corrective work, which shall include the authority to (a) perform the work with its own personnel and (b) engage the services of an independent contractor to perform the work. If the costs and expenses incurred by the DISTRICT in repairing the damage exceed the amount of the restoration deposit provided to the DISTRICT, the CITY shall reimburse the DISTRICT for costs associated with said restoration or corrective work within 30 days of service of the DISTRICT'S written demand for payment. In addition to paying for the cost of restoration, the CITY shall pay the DISTRICT an amount equal to 15 percent of the cost of restoration for administrative and supervision expenses.

9.0 INDEMNIFICATION

- 9.1 To the extent permitted by law, the CITY shall defend, save, and hold harmless the DISTRICT, its elected officials, officers, employees and agents from any and all claims, liabilities, causes of action, losses, damages and for all costs and expenses related thereto, including, without limitation, reasonable attorney and expert witness fees that may at any time arise or be claimed by any person or entity as a result of bodily injury, sickness, death or property damage, or as a result of any other claim or suit of any nature whatsoever, allegedly arising out of or in any manner connected with, directly or indirectly, the construction activities, when such bodily injury, sickness, death, property damage or other claim is allegedly caused by a negligent or intentional act or omission on the part of the CITY or its contractors, subcontractors, engineers, consultants, employees, or agents.
- 9.2 To the extent permitted by law, the CITY shall also defend, save, hold harmless and indemnify the DISTRICT from any and all claims, liabilities, causes of action, losses and damages that may arise or be claimed by any person or entity for bodily injury, sickness, death or property damage, or for any other claim or suit of any nature whatsoever, arising from or in any manner connected with, directly or indirectly, any defect in the new culvert and stormwater improvements caused by defective materials, workmanship or construction methods.
- 9.3 The obligation on the part of the CITY to defend, hold harmless and indemnify the DISTRICT is perpetual.
- 9.4 The CITY shall require each contractor who performs any work on the Easement Premises, to defend, hold harmless and indemnify the DISTRICT to the same extent as required of the CITY under paragraph 9.0, and the CITY shall include in all of its contracts a statement expressly declaring the DISTRICT to be a third-party beneficiary of the indemnification

provision.

- 9.5 The CITY shall promptly pay all costs and expenses relating to any and all work within the Easement Premises and shall not allow any liens on DISTRICT property as a result of the work. To the extent permitted by law, the CITY shall defend, indemnify and hold the DISTRICT harmless from any and all liens, costs and expenses arising from any work performed under this Agreement.

10.0 BREACH OF AGREEMENT

- 10.1 If a Party reasonably believes that a breach of this Agreement has occurred or is occurring, the Party shall serve written notice thereof upon the Party committing or permitting such breach to occur, specifying in detail the breach and the facts supporting such claim. The Party alleged to have committed the breach shall have 30 days within which to cure the violation. If the Party in violation is the CITY, and the CITY fails to cure the breach within the 30-day period, the DISTRICT may pursue monetary damages or specific performance provided that the 30-day cure period shall be extended for a reasonable time if the CITY has undertaken to cure the breach within the 30-day period and continues to diligently and in good faith to complete the corrective action. Given the importance of the culvert and stormwater improvements project to public health and safety, remedies available to the DISTRICT do not and shall not include termination of this Agreement or prevention of access to the Easement Premises.
- 10.2 Action by any Party to enforce this Agreement shall be without prejudice to the exercise of any other rights provided herein or by law or in equity to remedy a breach of this Agreement, subject to the terms of the preceding Paragraph 10.1.
- 10.3 A waiver by a Party of any breach of one or more of the terms of this Agreement on the part of the other Party shall not constitute a waiver of any subsequent or other breach of the same or other term, nor shall the failure on the part of a Party to require exact, full and complete compliance with any of the terms contained herein be construed as changing the terms of this Agreement or estopping a Party from enforcing full compliance with the provisions set forth herein. No delay, failure, or omission of a Party to exercise any right, power, privilege, or option arising from a breach shall impair any right, privilege, or option, or be construed as a waiver or acquiescence in such breach or as a relinquishment of any right. No option, right, power, remedy or privilege of the Parties shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, power, privileges, and remedies given to the Parties under this Agreement and by law shall be cumulative.

11.0 NOTICES

- 11.1 All notices required to be given under the terms of this Agreement shall be in writing and served by certified or registered mail, return receipt requested, properly addressed with the postage prepaid and deposited in the United States mail. Notices served upon the DISTRICT shall be directed to the Executive Director, Forest Preserve District of DuPage CITY, P.O. Box 5000, Wheaton, IL 60189-5000. Notices served upon the CITY shall be directed to the City Administrator, City of West Chicago, 475 Main Street, West Chicago, IL 60185. Any Party may designate a new location for service of notices by serving notice of the change in accordance with the requirements of this paragraph.

12.0 MISCELLANEOUS TERMS

- 12.1 All rights, title and privileges herein granted, including all benefits and burdens, shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns.
- 12.2 The DISTRICT hereby reserves the right to use, or permit to be used, the Easement Premises in any manner that will not prevent or materially interfere with the exercise by the CITY of the rights granted herein.
- 12.3 This Agreement shall be construed in accordance with the laws of the State of Illinois. The jurisdiction and venue for resolving any disputes concerning the Parties respective performance, or failure to perform, under this Agreement, shall be in the 18th Judicial Circuit Court, DuPage County, Illinois.
- 12.4 If any Party initiates any legal proceeding or action, whether at law or in equity, to enforce any provision of this Agreement, the prevailing Party (as determined by the court) shall be entitled to recover its reasonable costs and expenses incurred in connection with said proceeding or action, including, but not limited to, reasonable expert witness and attorney fees.
- 12.5 The DISTRICT shall be responsible for recording this Agreement, at its expense, in the Office of the Recorder of Deeds, DuPage County, and for providing the DISTRICT with a recorded copy.
- 12.6 The provisions set forth herein represent the entire agreement between the Parties and supersede any previous oral or written agreements, as it is the intent of the Parties to provide for a complete integration within the terms of this Agreement. No provision may be modified in any respect unless such modification is in writing, duly approved and signed by all Parties.
- 12.7 This Agreement shall be construed in accordance with the laws of the State of Illinois.
- 12.8 This Agreement shall be executed in duplicate, and each Party shall retain a fully executed original, all of which shall be deemed to be one Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates stated below.

**FOREST PRESERVE DISTRICT OF
DUPAGE COUNTY**

BY: _____
Daniel Hebreard, President

ATTEST: _____
Judith Malahy, Secretary

Date signed: _____

CITY OF WEST CHICAGO

BY: _____
Ruben Pineda, Mayor



ATTEST: _____
Valeria Perez, Executive Office Manager

Date signed: _____

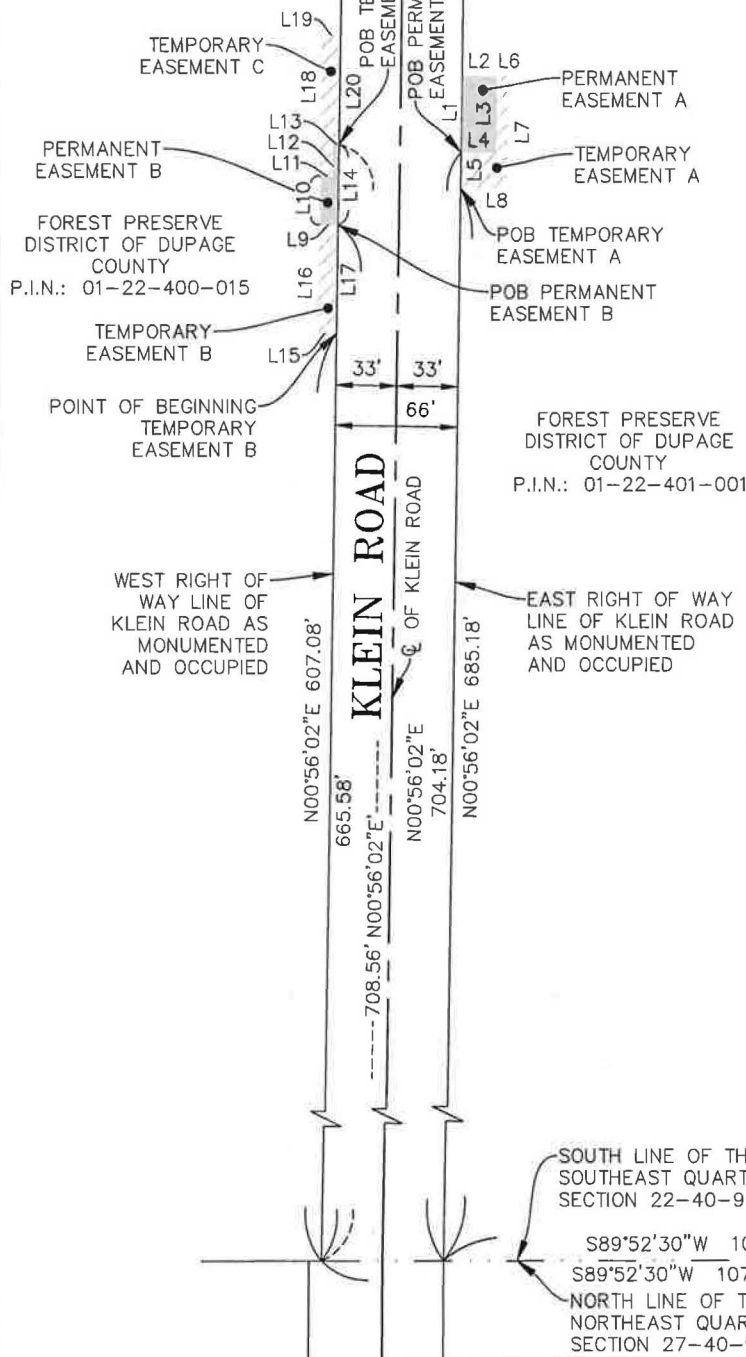
EXHIBIT

PARCEL INDEX NUMBER
01-22-400-015
01-22-401-001

ABBREVIATIONS

E	EAST
N	NORTH
POB	POINT OF BEGINNING
S	SOUTH
W	WEST
	PERMANENT EASEMENT
	TEMPORARY EASEMENT

SCALE: 1"=100'



	DISTANCE	BEARING
L1	41.00'	N00°56'02"E
L2	19.00'	S89°03'58"E
L3	41.00'	S00°56'02"W
L4	19.00'	N89°03'58"W
L5	19.00'	N00°56'02"E
L6	6.00'	S89°03'58"E
L7	60.00'	S00°56'02"W
L8	25.00'	N89°03'58"W
L9	10.00'	N88°48'51"W
L10	26.00'	N00°56'02"E
L11	7.00'	S88°36'02"E
L12	17.00'	N00°56'02"E
L13	3.00'	S89°03'58"E
L14	42.99'	S00°56'02"W
L15	10.00'	N89°03'58"W
L16	58.54'	N00°56'02"E
L17	58.49'	S00°56'02"W
L18	75.46'	N00°56'02"E
L19	10.00'	S89°03'58"E
L20	58.52'	S00°56'02"W

EAST LINE OF THE
SOUTHEAST QUARTER OF
SECTION 22-40-9

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF THE
SOUTHEAST QUARTER OF
SECTION 22-40-9,
FOUND HARRISON
FERRO-MAGNETIC SURVEY
MARKER AT CORNER PER
MONUMENT RECORD
R2011-036977

SOUTH LINE OF THE
SOUTHEAST QUARTER OF
SECTION 22-40-9

S89°52'30"W 1004.70'
S89°52'30"W 1070.71'

NORTH LINE OF THE
NORTHEAST QUARTER OF
SECTION 27-40-9



**ENGINEERING
RESOURCE
ASSOCIATES, INC.**

CONSULTING ENGINEERS, SCIENTISTS
& SURVEYORS

35701 WEST AVENUE, SUITE 150
WARRENVILLE, ILLINOIS 60555
PHONE (630) 393-3060
FAX (630) 393-2152

2416 GALEN DRIVE
CHAMPAIGN, ILLINOIS 61821
PHONE (217) 351-6268
FAX (217) 355-1902

PREPARED FOR: CITY OF WEST CHICAGO
ERA JOB#: W23006.00
REV: 04/17/2023

GENERAL NOTES

1. THE BEARINGS SHOWN ON THIS PLAT ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM - EAST ZONE (NAD 83 - 2011 ADJUSTMENT).
2. ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

PERMANENT EASEMENT DESCRIPTION A:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 52 MINUTES 30 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER 1004.70 FEET, MORE OR LESS, TO THE EAST RIGHT OF WAY LINE OF KLEIN ROAD AS MONUMENTED AND OCCUPIED; THENCE NORTH 00 DEGREES 56 MINUTES 02 SECONDS EAST ALONG SAID EAST LINE 704.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 56 MINUTES 02 SECONDS EAST ALONG SAID EAST LINE 41.00 FEET; THENCE SOUTH 89 DEGREES 03 MINUTES 58 SECONDS EAST 19.00 FEET; THENCE SOUTH 00 DEGREES 56 MINUTES 02 SECONDS WEST 41.00 FEET; THENCE NORTH 89 DEGREES 03 MINUTES 58 SECONDS WEST 19.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

TEMPORARY EASEMENT DESCRIPTION A:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 52 MINUTES 30 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER 1004.70 FEET, MORE OR LESS, TO THE EAST RIGHT OF WAY LINE OF KLEIN ROAD AS MONUMENTED AND OCCUPIED; THENCE NORTH 00 DEGREES 56 MINUTES 02 SECONDS EAST ALONG SAID EAST LINE 685.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 56 MINUTES 02 SECONDS EAST ALONG SAID EAST LINE 19.00 FEET; THENCE SOUTH 89 DEGREES 03 MINUTES 58 SECONDS EAST 19.00 FEET; THENCE NORTH 00 DEGREES 56 MINUTES 02 SECONDS EAST 41.00 FEET; THENCE SOUTH 89 DEGREES 03 MINUTES 58 SECONDS EAST 6.00 FEET; THENCE SOUTH 00 DEGREES 56 MINUTES 02 SECONDS WEST 60.00 FEET; THENCE NORTH 89 DEGREES 03 MINUTES 58 SECONDS WEST 25.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PERMANENT EASEMENT DESCRIPTION B:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 52 MINUTES 30 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER 1070.71 FEET, MORE OR LESS, TO THE WEST RIGHT OF WAY LINE OF KLEIN ROAD AS MONUMENTED AND OCCUPIED; THENCE NORTH 00 DEGREES 56 MINUTES 02 SECONDS EAST ALONG SAID WEST LINE 665.58 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 48 MINUTES 51 SECONDS WEST 10.00 FEET; THENCE NORTH 00 DEGREES 56 MINUTES 02 SECONDS EAST 26.00 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 02 SECONDS EAST 7.00 FEET; THENCE NORTH 00 DEGREES 56 MINUTES 02 SECONDS EAST 17.00 FEET; THENCE SOUTH 89 DEGREES 03 MINUTES 58 SECONDS EAST 3.00 FEET TO SAID WEST LINE; THENCE SOUTH 00 DEGREES 56 MINUTES 02 SECONDS WEST ALONG SAID WEST LINE 42.99 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

TEMPORARY EASEMENT DESCRIPTION B:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 52 MINUTES 30 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER 1070.71 FEET, MORE OR LESS, TO THE WEST RIGHT OF WAY LINE OF KLEIN ROAD AS MONUMENTED AND OCCUPIED; THENCE NORTH 00 DEGREES 56 MINUTES 02 SECONDS EAST ALONG SAID WEST LINE 607.08 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 03 MINUTES 58 SECONDS WEST 10.00 FEET; THENCE NORTH 00 DEGREES 56 MINUTES 02 SECONDS EAST 58.54 FEET; THENCE SOUTH 88 DEGREES 48 MINUTES 51 SECONDS EAST 10.00 FEET TO SAID WEST LINE; THENCE SOUTH 00 DEGREES 56 MINUTES 02 SECONDS WEST ALONG SAID WEST LINE 58.49 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

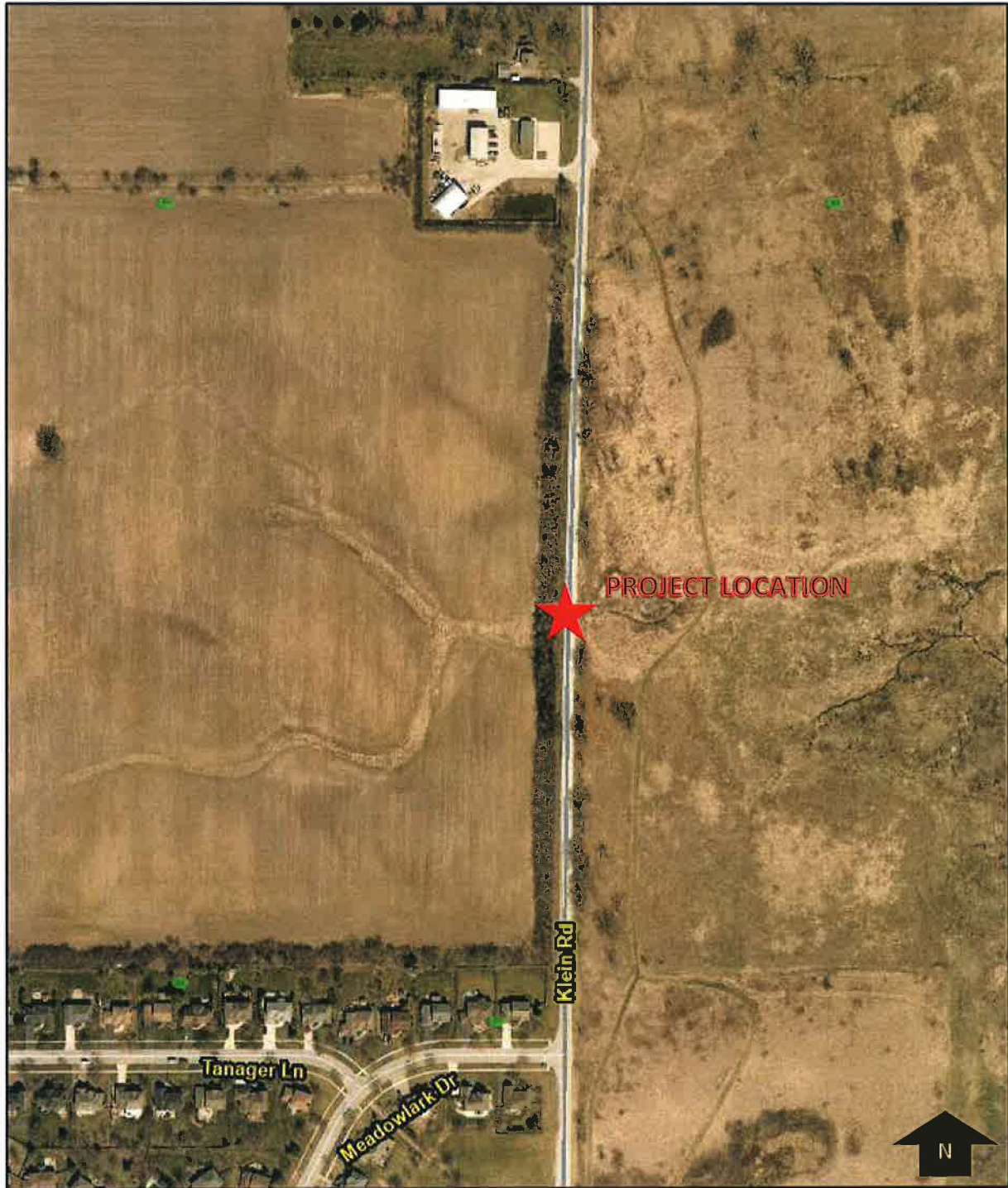
TEMPORARY EASEMENT DESCRIPTION C:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 52 MINUTES 30 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER 1070.71 FEET, MORE OR LESS, TO THE WEST RIGHT OF WAY LINE OF KLEIN ROAD AS MONUMENTED AND OCCUPIED; THENCE NORTH 00 DEGREES 56 MINUTES 02 SECONDS EAST ALONG SAID WEST LINE 708.56 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 03 MINUTES 58 SECONDS WEST 3.00 FEET; THENCE SOUTH 00 DEGREES 56 MINUTES 02 SECONDS WEST 17.00 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 02 SECONDS WEST 7.00 FEET; THENCE NORTH 00 DEGREES 56 MINUTES 02 SECONDS EAST 75.46 FEET; THENCE SOUTH 89 DEGREES 03 MINUTES 58 SECONDS EAST 10.00 FEET TO SAID WEST LINE; THENCE SOUTH 00 DEGREES 56 MINUTES 02 SECONDS WEST ALONG SAID WEST LINE 58.52 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PROJECT LOCATION MAP

KLEIN ROAD CULVERT REPLACEMENT PROJECT
CITY OF WEST CHICAGO
DUPAGE COUNTY



CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 23-R-0060 – Contract Award – 2023
Pavement Markings Maintenance Program

AGENDA ITEM NUMBER: 4.E.**COMMITTEE AGENDA DATE:** July 6, 2023**COUNCIL AGENDA DATE:** July 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 Pavement Marking Maintenance Program (Program) consists of contractual pavement marking removal, installation of thermoplastic pavement markings on the hot-mix-asphalt pavement, and modified urethane pavement markings on concrete pavements. The maintenance will primarily focus on Washington Street, Wilson Street bridge, Joliet Street, Atlantic Drive, Hawthorne Lane, and Prairie Crossing Drive, which are denoted in the enclosed location map. The Program is anticipated to start in fall 2023.

Since 2012, the City has participated in a joint purchasing program to procure the services of pavement marking contractors. In FY 2023, unit pricing is being offered through the DuPage County Joint Purchasing Program organized by the DuPage County Division of Transportation (DuDOT). The DuPage County Joint Purchasing Program allows participating local agencies to utilize the bid results offered under DuPage County's competitive bid process. For FY 2023, Superior Road Striping, Inc. (SRS) is the lowest responsible bidder and holds a joint purchasing contract with DuPage County.

Staff solicited the enclosed proposal from SRS to complete City's FY 2023 Program based on the agreed unit pricing from DuDOT's Joint Purchasing Program. Staff recommends that the City participate in the DuPage County Purchasing Program by awarding a contract to SRS for an amount not to exceed \$39,274.60. SRS is an IDOT-prequalified contractor and the staff has satisfactory experience working with SRS.

The FY 2023 budget under the Capital Projects Fund account no. 08-34-53-4869 includes \$40,000.00 for the Program.

ACTIONS PROPOSED:

Approve Resolution No. 23-R-0060 authorizing the Mayor to execute a Contract with Superior Road Striping, Inc of Melrose Park, Illinois, using pricing obtained through the DuPage County Joint Purchasing Program, in an amount not to exceed \$39,274.60 for the 2023 Pavement Markings Maintenance Program.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 23-R-0060

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT AGREEMENT WITH
SUPERIOR ROAD STRIPING, INC. FOR
THE 2023 PAVEMENT MARKINGS MAINTENANCE PROGRAM**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a Contract Agreement for contractual services related to the 2023 Pavement Markings Maintenance Program between the City of West Chicago and Superior Road Striping, Inc., for an amount not to exceed \$39,274.60, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 17th day of July 2023

AYES: _____

NAYES: _____

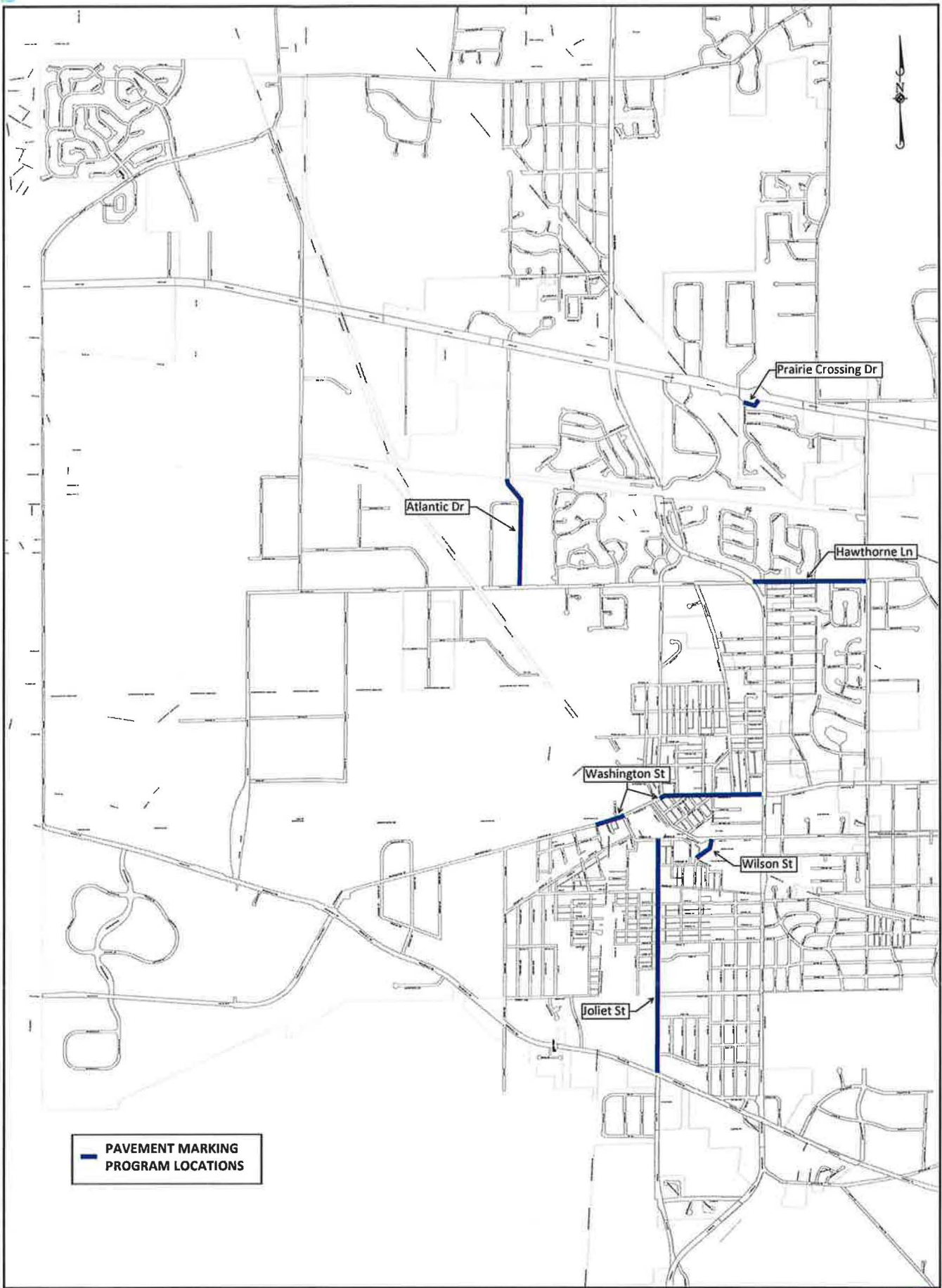
ABSTAIN: _____

ABSENT: _____

Mayor, Ruben Pineda

ATTEST:

Executive Office Manager, Valeria Perez




**PAVEMENT MARKING
PROGRAM LOCATIONS**



SRS

SUPERIOR ROAD STRIPING, INC.
1967 CORNELL COURT MELROSE PARK, IL 60160

TELEPHONE 708-865-0718
FAX 708-865-0296

6/26/2023

PROPOSAL

CITY OF WEST CHICAGO
475 MAIN STREET
WEST CHICAGO, IL 60185

VARIOUS LOCATIONS

THE UNDERSIGNED, PROPOSE TO FURNISH
PAVEMENT MARKING AND LABOR FOR JOB DESCRIBED BELOW

DESCRIPTION	UNIT	APPROX QUANTITY	UNIT PRICE	AMOUNT
THPL PVT MK L & S	SF	1027.0	5.00	5135.00
THPL PVT MK LINE 4	LF	26750.0	0.70	18725.00
THPL PVT MK LINE 6	LF	3223.0	1.00	3223.00
THPL PVT MK LINE 12	LF	1334.0	2.00	2668.00
THPL PVT MK LINE 24	LF	546.0	5.00	2730.00
PAVT MARKING REMOVAL	SF	28.0	0.50	14.00
URETHANE PVT MK L & S	SF	36.4	6.00	218.40
URETHANE PVT MK LINE 4	LF	4818.0	0.90	4336.20
URETHANE PVT MK LINE 6	LF	1115.0	1.00	1115.00
URETHANE PVT MK LINE 24	LF	185.0	6.00	1110.00

ACCEPTANCE: YOU ARE HEREBY AUTHORIZED TO FURNISH MATERIAL AND
LABOR NECESSARY TO COMPLETE JOB DESCRIBED.

Not to exceed \$ 39,274.60

PLEASE SIGN AND RETURN FAX

SIGNATURE

DATE:

PRINT FIRST AND LAST NAME

RESPECTFULLY SUBMITTED,



SANDRA DEHOYOS
SUPERIOR ROAD STRIPING INC.

2023 Pavement Markings Maintenance Program
City of West Chicago

Account No:	08-34-53-4869
Budget	\$ 40,000.00

[illegible]

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 23-R-0061 – Contract Award – Bear Construction Company for the 412 Blakely Street Interior Renovation Project in an Amount Not to Exceed \$181,687.00.

AGENDA ITEM NUMBER: 4.F.
COMMITTEE AGENDA DATE: July 6, 2023

COUNCIL AGENDA DATE: July 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 412 Blakely Street Interior Renovation Project at the fleet garage includes interior concrete slab demolition and replacement, new plumbing trench drains and oil separator basin, new vehicle lifts, electrical power and lighting improvements, an allowance for hazardous waste removal, and miscellaneous interior alteration as specified in contract plans and specifications. The project is anticipated to be completed in November 2023.

The Project was advertised for public bids in the Daily Herald and on an online bidding platform, QuestCDN, on June 6, 2023. A non-mandatory pre-bid meeting took place on-site on June 20, 2023. Staff opened bids on June 27, 2023, and below are the bid results:

CONTRACTOR	BID SUBMITTAL AMOUNT	RANK
Bear Construction Company	\$181,687.00	1
Lite Construction, Inc.	\$199,700.00	2
KWCC, Inc.	\$214,900.00	3
D Kersey Construction Co.	\$219,900.00	4
Boller Construction Company, Inc.	\$242,600.00	5
Construction, Inc.	\$257,000.00	6
Paul Borg Construction Company	\$293,000.00	7
G. Fisher Commercial Construction, Inc.	<i>Base Bid Not Included with Submittal</i>	-
ARCHITECT'S ESTIMATE	\$140,000.00	-

Bear Construction Company (BCC) of Rolling Meadows, Illinois, submitted a bid for \$181,687.00, which is 29.8% over the Architect's estimate. The FY 2023 Budget includes \$180,000.00 under Capital Projects Funds account no. 08-34-53-4801 for design (Phase II), construction, and construction administration (Phase III). Out of the \$180,000.00 budget, \$16,275.00 is encumbered towards Phase II and III architectural services for the City's consultant, Kluber, Inc., which leaves \$163,725.00 for the construction of the project. The shortfall of \$17,962.00 will be offset by anticipated cost savings from the 2023 Roadway Rehabilitation Project, which is budgeted under Capital Projects Funds account no. 08-34-53-4807.

Kluber completed a review of BCC's bid. Based on the review, Kluber deems BCC's bid is responsive and complete. The difference between the estimate and lowest responsive bid is largely in the concrete related components of the project. Staff recommends awarding the 412 Blakely Street Interior Renovation Project to the lowest responsible bidder, Bear Construction Company, in an amount not to exceed \$181,687.00.

CITY OF WEST CHICAGO

ACTIONS PROPOSED:

Approve Resolution No. 23-R-0061 authorizing the Mayor to execute a Contract with the lowest responsible bidder, Bear Construction Company of Rolling Meadows, Illinois, for 412 Blakely Street Interior Renovation Project in an amount not to exceed \$181,687.00.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 23-R-0061

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT WITH BEAR CONSTRUCTION COMPANY
OF ROLLING MEADOWS, ILLINOIS,
FOR THE 412 BLAKELY STREET INTERIOR RENOVATIONS PROJECT
IN AN AMOUNT NOT TO EXCEED \$181,687.00**

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 the lowest responsible bidder, Bear Construction Company of Rolling Meadows, Illinois, for the 412 Blakely Street Interior Renovations Project in an amount not to exceed \$181,687.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 17th day of July 2023.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor, Ruben Pineda

ATTEST:

Executive Office Manager, Valeria Perez

June 28, 2023

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

RE: Bid Results
412 Blakely St. Interior Renovations
Kluber Project No. 23-473-1471

Dear Mr. Patel,

On June 27th, 2023, bids were publicly opened and read aloud for the above referenced project. Seven contractors chose to submit bids for the project. The low base bid was submitted by Bear Construction Company from Rolling Meadows, Illinois in the amount of \$181,687.00. The second lowest base bid was submitted by Lite Construction from Montgomery, Illinois in the amount of \$199,700.00. See attached bid tabulation for details on bid results.

We conducted a Contractor Bid Scope Review with these bidders and believe their bids to be responsive and complete.

Therefore, the City may wish to award a Contract to Bear Construction Company in the amount of \$181,687.00.

The information contained herein and in the attached bid tabulation and scope review is provided to you for reference and use in your decision to award the Contract. Thank you for the opportunity to be of service to the City of West Chicago. We look forward to the successful completion of this project with you.

Sincerely,



Chris Hansen
Project Manager
Kluber Architects + Engineers

Attachments: Bid Tabulation, Bid Scope Review

Cc: Dave Shah, Asst. Director of Public Works

BID TABULATION

Contract Type: Single Contract, Stipulated Sum
Kluber Project No.: 23-473-1471

Project : 412 Blakely St. Interior Renovations

Date: 06/27/2023

Owner: City of West Chicago

Time: 1:30 PM

	Plan Holder	Location	Bid Bond	Addendum No. 1	Base Bid	Comments
1	Bear Construction Company	Rolling Meadows, Illinois	Y	Y	\$181,687.00	Bid is Complete
2	Lite Construction, Inc.	Montgomery, Illinois	Y	Y	\$199,700.00	
3	KWCC Inc	Montgomery, Illinois	Y	Y	\$214,900.00	
4	D Kersey Construction Co.	Northbrook, Illinois	Y	Y	\$219,900.00	
5	Boller Construction Company Inc.	Waukegan, Illinois	Y	Y	\$242,600.00	
6	Construction Inc.	Lombard, Illinois	Y	Y	\$257,000.00	
7	Paul Borg Construction Company	Chicago, Illinois	Y	Y	\$293,000.00	
8	G. Fisher Commercial Construction, Inc.	Montgomery, Illinois	Y	Y		Bid Not Indicated
9						
10						
11						

BID SCOPE REVIEW
412 BLAKELY ST. INTERIOR RENOVATIONS
Kluber Project No. 23-473-1471

Contractor: Bear Construction Company

Contact: Anthony Izzi

Base Bid Amount: \$181,687.00

Phone: 847-222-1900

Email: anthonyi@bearcc.com

Date: June 28, 2023

All Addenda have been included in the bid. Yes

All Alternates applicable to your contract package have been acknowledged in the bid. N/A

All pertinent Allowances are included in the bid. Yes

A bid bond was included in the bid package. Yes

Are there any qualifications to the bid? No

Are there any material deliveries which you feel could have a negative impact on the project schedule? No

Are you aware of any discrepancies and/or have any questions on the bid documents? No

SCOPE REVIEW:**Base Bid:**

Work scope includes demolition of the concrete slab and masonry wall opening. Removal of the existing catch basin and proper disposal of the unit. Concrete work includes new slab pour and any supplemental granular sub-base as needed under the new slab. Plumbing work includes the new trench drains and oil basin connected into the existing underground sanitary line. Plumbing vents through roof are also included. Roof patching for plumbing vent stacks are included. Electrical includes removal of lighting in the south bays and installation of new lighting connected up to existing switching. Power feeds for new vehicle lifts is included. Two new Rotary vehicle lifts per specifications are included. Demolition and removal of the old vehicle lift in the north garage area is included. Concrete clear floor sealer is included with a non-slip additive. The Base Bid includes the hazardous waste removal allowance of \$20,000.00. Bid appears complete.

The above constitutes Kluber, Inc. interpretation of the Bid Scope Review telephone call on June 28, 2023. Any changes or discrepancies shall be received by Kluber, Inc. in writing within five business days.

Location Map

412 Blakely St. Interior Renovation Project
Public Works Fleet Garage
West Chicago, DuPage County

