

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

INFRASTRUCTURE COMMITTEE

Thursday, August 3, 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 July 6, 2023
3. Public Participation / Presentations
4. Items for Consent
 - A. Rejection of Bids – 135 W. Grandlake Blvd. - North Public Works Garage Insulation Project
 - B. Resolution No. 23-R-0067 – Contract Award – Anthony Roofing Tecta America, LLC for the Base Bid + Alternate Bid for Public Work Garage Re-Roofing Project in an Amount Not to Exceed \$215,000.00
 - C. Resolution No. 23-R-0068 – Engineering Enterprises, Inc. – Professional Engineering Services for Preparation of a Lead Service Line Replacement Plan in an Amount Not to Exceed \$68,184.00
 - D. Resolution No. 23-R-0069 – Contract Award – Alliance Contractors, Inc. for the Klein Road Culvert Replacement Project for an Amount not to Exceed \$622,932.62
 - E. Resolution No. 23-R-0070 – Change Order No. 1 – Professional Engineering Design Service to Gewalt Hamilton Associates, Inc for IL-38 and Technology Boulevard Traffic Signal Project in an Amount Not to Exceed \$27,300.00
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

July 6, 2023 7:00 P.M.

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

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

2. **Approval of Minutes**

A. **Infrastructure Committee Minutes of June 1, 2023.** Alderman Brown made a motion, seconded by Alderman Short to approve the Meeting Minutes of June 1, 2023.

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

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

4. **Items for Consent.** Alderman Brown requested discussion on Consent Item F. **Alderman Dimas made a motion, seconded by Alderman Beebe to approve:**

- 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

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

5. Items for Discussion.

4.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. Alderman Brown noted that this project appears to be quite extensive, and she wondered why the lift is also being replaced. Mr. Patel explained that there are two short bays and two long bays in the building currently, and both short bays have no lifts and are essentially used for storage. The only lift the City has is in one of the long bays, and it is over 20 years old and has barely passed inspections over the last two years. This lift needs to be replaced for safety reasons, and adding two lifts to the short bays would make operations more efficient, leaving the two long bays for larger equipment. The current slab needs to be replaced since it is not thick enough for a new lift, and the triple basin is now required by code. Mr. Patel noted that the planned changes to the building are all for safety and improved efficiency. **Alderman Brown made a motion, seconded by Alderman Dimas to approve.**

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

6. Unfinished Business. None.

7. New Business. None.

8. Reports from Staff. Mr. Patel updated the Committee on the ongoing construction projects. The 2023 Roadway Project is nearing its end, and the surface should be done one week from Monday with pavement striping and punch list items shortly thereafter. Technology Boulevard resurfacing should be done next week. All concrete work is done on the Fair Meadows Project, streetlight foundations are in, and milling started today. The Sophia Street Area Rehab Project has found 15 lead services to be replaced, so staff has been coordinating with residents to have those completed. Pavement resurfacing is probably about a month out, but the project is still within schedule. The 200 Main Street Renovations are also progressing, but there are some items that have been discovered along the way, so some change orders are anticipated for the August Infrastructure Committee meeting. The Lift Station No. 5 Project is moving slowly, but fencing is up to secure the site for construction. Bids are out currently for the Public Works Garage Re-Roofing and Insulation Projects. The Klein Road Culvert Replacement re-bid is out as well, and sewer lining began this week.

9. Adjournment. At 7:15 P.M., Alderman Hallett made a motion to adjourn, seconded by Alderman Dimas. **Motion was unanimously approved by voice vote.**

Respectfully submitted,

Ashley Heidorn
Administrative Assistant of Public Works

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Rejection of Bids – 135 W. Grandlake Blvd. - North Public Works Garage Insulation Project

AGENDA ITEM NUMBER:

4.A.

COMMITTEE AGENDA DATE: August 3, 2023

COUNCIL AGENDA DATE: August 7, 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 North Public Works Garage Insulation Project includes the installation of closed cell spray foam insulation with an intumescent top coating at the interior perimeter of approximately 6,500 SF of wall surface and 10,000 SF of roof surface areas of an existing metal prefabricated and uninsulated portion of the north Streets Garage as denoted in the location map.

The Project was advertised for public bids in the Daily Herald and on an online bidding platform, QuestCDN, on June 27, 2023. A non-mandatory pre-bid meeting took place on-site on July 6, 2023. Staff opened bids on July 18, 2023, and below are the results:

CONTRACTOR	BID SUBMITTAL AMOUNT	RANK
L.B. Hall Fireproofing	\$88,461.75	1
BIOFOAM, Inc.	\$196,900.00	2
ARCHITECT'S ESTIMATE	\$170,000.00	-

L.B. Hall's submitted bid proposal was deemed incomplete and non-responsive during a scope review by the City's Phase II and Phase III consultant, Kluber, Inc. BIOFOAM's bid proposal is responsive and according to plans and specifications; however, their bid is \$26,900 or 15% over the architect's estimate.

Staff recommends rejecting all bids and rebidding the project in spring 2024 to prioritize re-roofing at the southern portion of the Streets Garage, which will be presented under a separate agenda item.

ACTIONS PROPOSED:

Reject all bids.

COMMITTEE RECOMMENDATION:

Location Map

North Public Works Garage Insulation Project

135 W. Grand Lake

West Chicago, DuPage County



CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 23-R-0067 – Contract Award – Anthony Roofing Tecta America, LLC for the Base Bid + Alternate Bid for Public Work Garage Re-Roofing Project in an Amount Not to Exceed \$215,000.00.

AGENDA ITEM NUMBER: 4.B

COMMITTEE AGENDA DATE: August 3, 2023

COUNCIL AGENDA DATE: August 7, 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 base bid of the Public Works Garage Re-Roofing Project at the north portion of the Streets Garage located at 135 W. Grandlake Boulevard includes approximately 10,000 square feet of waterproof coating and counterflashings of the existing prefabricated metal roofing panel. The alternate bid includes approximately 2,800 square feet of existing built-up roofing removal and replacement with a fully adhered ethylene propylene diene terpolymer membrane system, including repair of existing gypcrete roof decking and the replacement of all counter-flashings on the southern portion of the Streets Garage as denoted in the enclosed Location Map. The project is anticipated to be completed in November 2023 prior to snow operations.

The Project was advertised for public bids in the Daily Herald and on an online bidding platform, QuestCDN, on June 20, 2023. A non-mandatory pre-bid meeting took place on-site on June 27, 2023. Staff opened bids on July 11, 2023, and below are the bid results:

CONTRACTOR	BASE BID SUBMITTAL AMOUNT	ALTERNATE BID SUBMITTAL AMOUNT	RANK
Tiles in Style LLC DBA Taza Construction	\$115,900.00	\$71,200.00	N/A *
Anthony Roofing Tecta America, LLC	\$134,000.00	\$81,000.00	1
Knickerbocker Roofing And Paving Co. Inc.	\$264,000.00	N/A	2
L. Marshall Roofing & Sheet Metal, Inc.	\$242,000.00	\$128,000.00	3
ARCHITECT'S ESTIMATE	\$130,000.00	N/A	-

* Withdrew bid

Tiles in Style LLC DBA Taza Construction of South Holland, Illinois submitted a bid proposal; however, they withdrew their bid as the bid submittal was deemed incomplete and non-responsive.

Kluber, Inc completed a scope review with Anthony Roofing Tecta America, LLC (ARTA) of Aurora, Illinois who submitted the lowest, complete, and qualified base bid in the amount of \$134,000.00 which is 3.1% over the Architect's estimate. The FY 2023 Budget includes \$146,662.50 under Capital Projects Funds account no. 08-34-53-4801 for design (Phase II), construction, and construction administration (Phase III). Out of the \$146,662.50 budget, \$16,585.00 is encumbered towards Phase II and III architectural services for Kluber, Inc., which leaves \$130,077.50 for the construction of the project. The proposed work related to the alternate bid in the amount of \$81,000.00 was not budgeted in FY 2023. However, sufficient fund balance is available from the rejection of bids for the North Public Works Garage Insulation Project under account no. 08-34-53-4801.

Staff recommends awarding the Public Works Garage Re-Roofing Project to ARTA in the base bid amount not to exceed \$134,000.00. Furthermore, staff recommends selecting and awarding ARTA's alternate bid amount not to exceed \$81,000.00.

CITY OF WEST CHICAGO

ACTIONS PROPOSED:

Approve Resolution No. 23-R-0067 authorizing the Mayor to execute a Contract with the lowest responsible bidder, Anthony Roofing Tecta America, LLC of Aurora, Illinois, for the Base Bid and Alternate Bid for the Public Works Garage Re-Roofing Project in an amount not to exceed \$215,000.00

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 23-R-0067

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT WITH
ANTHONY ROOFING TECTA AMERICA, LLC
OF AURORA, ILLINOIS,
FOR THE BASE BID AND ALTERNATE BID FOR
THE PUBLIC WORKS GARAGE RE-ROOFING PROJECT
IN AN AMOUNT NOT TO EXCEED \$215,000.00**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a Contract with the lowest responsible bidder, Anthony Roofing Tecta America, LLC of Aurora, Illinois, for the Base Bid and Alternate Bid for the Public Works Garage Re-Roofing Project in an amount not to exceed \$215,000.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 7th day of August 2023.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor, Ruben Pineda

ATTEST:

Executive Office Manager, Valeria Perez

Location Map

Public Works Garage Re-Roofing Project 135 W. Grand Lake

West Chicago, DuPage County



July 17, 2023

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

RE: Bid Results
Public Works Garage Re-Roofing
Kluber Project No. 23-473-1470

Dear Mr. Patel,

On July 11, 2023, bids were publicly opened and read aloud for the above referenced project. Four contractors chose to submit bids for the project.

The low, qualified Base Bid was submitted by Anthony Roofing from Aurora, Illinois in the amount of \$134,000.00. Alternate No. 1 includes the removal of the existing tar and gravel roofing at the central garage area and replacement with a fully adhered EPDM Roofing system. The Anthony Roofing Alternate No. 1 bid totaled \$81,000.00. Anthony Roofing's total Base Bid + Alternate No. 1 = \$215,000.00.

The second lowest qualified base bid was submitted by L. Marshall, Inc. from Glenview, Illinois in the amount of \$242,000.00. Their Alternate No. 1 bid totaled \$128,000.00. Their total Base Bid + Alternate No. 1 = \$370,000.00.

See attached bid tabulation for details on the bid results.

The bid received from Tiles in Style LLC of Naperville was found to be incomplete and non-responsive. Tiles in Style did not bid the products specified, did not provide references with their submitted bid form and could not produce evidence that they are approved by the specified Manufacturer's as a certified installer as required in the bid documents. For this reason, we deem their bid incomplete and non-responsive. Tiles in Style has requested to withdraw their bid after our scope review was performed. Refer to the bid scope review information attached.

We conducted Contractor Bid Scope Reviews with Tiles in Style and Anthony Roofing and find that the Anthony Roofing bid is complete and responsive.

Therefore, the City may wish to award a Contract to Anthony Roofing in the amount of \$215,000.00, which would include acceptance of Alternate No.1 for removal and replacement of the central garage roofing in the amount of \$81,000.00

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 SCOPE REVIEW
PUBLIC WORKS GARAGE RE-ROOFING
Kluber Project No. 23-473-1470

Contractor: Anthony Roofing Tecta America, LLC

Contact: Ron Zwart

Base Bid Amount: \$134,000.00

Phone: 630-898-4444

Alternate No. 1 Amount: \$81,000.00

Email: rzwart@tectaamerica.com

Date: July 14, 2023

All Addenda have been included in the bid. Yes

All Alternates applicable to your contract package have been acknowledged in the bid. Yes

A bid bond was included in the bid package. Yes

Are there any qualifications to the bid? No

Did you bid per plans and specifications? Yes

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:

Confirm who your superintendent will be managing daily on-site activities? [David Sierra OR Ted Staniszewski](#)

Please provide your roofing sub-contractor (Illinois Roof Masters) Illinois License Number. [104015059](#).

Confirm what specified product was bid for the Base Bid Fluid Applied Waterproofing Application? [Sika Products as Specified](#).

Provide evidence that your sub-contractor is approved by the manufacturer of the fluid applied products. Provide Manufacturer name and contact information to verify acceptance. [See attached manufacturer verification](#).

Confirm what specified product was bid for the Alternate No. 1 Elastomeric Membrane Roofing application? [Elevate EPDM Per Specifications](#).

Provide evidence that that your sub-contractor is approved as a top tier installer with minimum 10 years' experience per Specification Section 07 53 00; Paragraph 1.06B. Submit one of the specified certifications as noted. Provide Manufacturer name and contact information to verify acceptance. [See attached manufacturer verification.](#)

Confirm your Alternate Bid includes all miscellaneous steel members for lightweight concrete decking infill supports.
[Yes.](#)

Confirm what sub-contractor will be installing the structural steel and decking infills? [Self-Performed by Anthony Roofing.](#)

Please provide three references for your roofing sub-contractor of similar roofing installations. This shall include (3) roof coating and (3) EPDM references since no sub-contractor references were provided with your submitted bid.

References: (As submitted with their bid forms)

[Ben Rea, Director of Parks and Planning; Arlington Heights Park District \(847\) 506-7145](#)

1. What was the Contractor work scope? [Clean and repair standing seam roofing with an installed 20 year warranty. About 5,000 SF](#)
2. Did the Contractor adequately staff the project? [Yes](#)
3. Was the materials and workmanship in compliance with the contract documents? [Yes](#)
4. Did the Contractor cause any delays to the project? [No](#)
5. Did the Contractor work to actively resolve any problems? [Yes](#)
6. Would you recommend them on future work? [Yes](#)
7. Any additional comments? [None](#)

[Wendy Wanner, Facility/IT Director; Calvary Church of Naperville \(815\) 546-5558](#)

1. What was the Contractor work scope? [90,000 SF clean and repair and recoat of an existing metal roof assembly. 20 Year warranty.](#)
2. Did the Contractor adequately staff the project? [Yes](#)
3. Was the materials and workmanship in compliance with the contract documents? [Yes](#)
4. Did the Contractor cause any delays to the project? [No](#)
5. Did the Contractor work to actively resolve any problems? [Yes](#)
6. Would you recommend them on future work? [Yes](#)
7. Any additional comments? [None](#)

References:

[Chad Wurmnest, Engineering and Maintenance manager; Nestle USA, Inc. \(330\) 312-6535](#)

1. What was the Contractor work scope? [Removal of BUR down to decking. Replace with new insulation and membrane roofing system. Approximately 40,000 SF with 20 year warranty.](#)
2. Did the Contractor adequately staff the project? [Yes](#)
3. Was the materials and workmanship in compliance with the contract documents? [Yes](#)
4. Did the Contractor cause any delays to the project? [No](#)
5. Did the Contractor work to actively resolve any problems? [Yes](#)
6. Would you recommend them on future work? [Yes](#)
7. Any additional comments? [Anthony Roofing did a good job.](#)

The above constitutes Kluber, Inc. interpretation of the Bid Scope Review telephone call on July 14, 2023. Any changes or discrepancies shall be received by Kluber, Inc. in writing within five business days.



BUILDING TRUST



Sika Corporation USA · 201 Polito Avenue · Lyndhurst, NJ 07071 · USA

Anthony Roofing | Tecta America
2555 White Oak Circle
Aurora, IL. 60502
Attn: Mr. Ron Zwart

CONTACT

David Axt
LAM Tech Field Services Manager
Phone: 863-670-6841
Fax: 201-507-7107
Axt.david@us.sika.com

July 14, 2023

West Chicago Public Works Roof Restoration

To Whom it May Concern:

Anthony Roofing | Tecta America is an approved applicator in the Sikalastic Waterproofing & Roofing System program in good standing. Anthony Roofing | Tecta America is approved to furnish Sika RoofPro Materials and Twenty Year (20) Limited Labor & Materials warranties in accordance with the specified system

Sincerely,

David Axt

Cc:

*Sean Fraker-National Manager Liquid Applied Roofing & Waterproofing
Tyler Sweeney-Sustainable Building Components*

SIKA CORPORATION USA

201 Polito Avenue · Lyndhurst, NJ 07071 · USA
Phone: 800 933 SIKA · Fax: 201 933 6225 · www.sikausa.com



7/14/2023
0040000408
TECTA (ANTHONY ROOFING/AURORA IL)
2555 White Oak Cir
Aurora, IL 60502-9673

To Whom It May Concern:

Please be advised that TECTA (ANTHONY ROOFING/AURORA IL) is a licensed Elevate applicator in good standing with Holcim.

TECTA (ANTHONY ROOFING/AURORA IL) is authorized with Holcim for:

Licensed Metal Roof Coating	Effective 2/2/1987
Licensed Garden Roof	Effective 2/2/1987
Licensed Daylighting	Effective 2/2/1987
Licensed SkyPavers	Effective 2/2/1987
Licensed Asphalt Roofing	Effective 2/2/1987
Licensed EPDM Roofing	Effective 2/2/1987
Licensed Thermoplastic Roofing	Effective 2/2/1987

Holcim is proud to include TECTA (ANTHONY ROOFING/AURORA IL) in our family of approved Elevate applicators.

If I may be of further assistance, please feel free to call my office.

Sincerely,

A handwritten signature in black ink that reads "Michael Huber".

Michael Huber
Director, Warranty Services

BID SCOPE REVIEW
PUBLIC WORKS GARAGE RE-ROOFING
Kluber Project No. 23-473-1470

Contractor: Tiles in Style, LLC

Contact: Talha Ahmed

Base Bid Amount: \$115,900.00

Phone: 708-980-5098

Alternate No. 1 Amount: \$71,200.00

Email: talha@tilesinstyle.com

Date: July 14 & July 17, 2023

All Addenda have been included in the bid. Yes

All Alternates applicable to your contract package have been acknowledged in the bid. Yes

A bid bond was included in the bid package. Yes

Are there any qualifications to the bid? No

Did you bid per plans and specifications? 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:

Is Tiles in Style a General Contractor? Yes.

Confirm who your superintendent will be managing daily on-site activities? Brian Radcliffe (Tiles in Style) and Rick Jumpa (Illinois Roof Masters - Roofing Subcontractor)

Please provide your roofing sub-contractor (Illinois Roof Masters) Illinois License Number. Illinois Roof Masters: License No. 104016642.

Confirm what specified product was bid for the Base Bid Fluid Applied Waterproofing Application? American Weatherstar (Note: Non – Specified and Non-acceptable product noted) – Deemed a Non-Responsive Bid.

Provide evidence that your sub-contractor is approved by the manufacturer of the fluid applied products. Provide Manufacturer name and contact information to verify acceptance. Bidder did not provide Manufacturer approvals for specified products) – Deemed a Non-Responsive Bid.

Confirm what specified product was bid for the Alternate No. 1 Elastomeric Membrane Roofing application? American Weatherstar (Note: Non – Specified and Non-acceptable product noted) – Deemed a Non-Responsive Bid.

Provide evidence that that your sub-contractor is approved as a top tier installer with minimum 10 years' experience per Specification Section 07 53 00; Paragraph 1.06B. Submit one of the specified certifications as noted. Provide Manufacturer name and contact information to verify acceptance. Bidder did not provide Manufacturer approvals for specified products) – Deemed a Non-Responsive Bid.

Confirm your bid includes all miscellaneous steel members for lightweight concrete decking infill supports. Bidder did not provide information – Deemed a Non-Responsive Bid.

Confirm what sub-contractor will be installing the structural steel and decking infills? Bidder did not provide information – Deemed a Non-Responsive Bid.

Please provide three references for your roofing sub-contractor of similar roofing installations. This shall include (3) roof coating and (3) EPDM references since no sub-contractor references were provided with your submitted bid.

References:

1. Bidder did not provide references as required with his submitted bid – Deemed a Non-Responsive Bid.

Bidder Follow-Up:

1. 7/17/2023: Bidder noted their team made an honest mistake and did not bid the specified products as required in the contract documents. Bidder has requested to withdraw their bid. Please refer to the attached letter requesting a withdrawal of their bid.

The above constitutes Kluber, Inc. interpretation of the Bid Scope Review telephone call on July 17, 2023. Any changes or discrepancies shall be received by Kluber, Inc. in writing within five business days.





DBA Taza Construction
DBA Taza Supplies
CAGE: 4T8H5
DUNS: 796513427

REP: Talha Ahmed

07/17/2023

To,
Dave Shah.
Assistant Director of Public Works,
City of West Chicago - Public Works Department.

PUBLIC WORKS GARAGE RE-ROOFING PROJECT
Respectfully Request For Bid Withdraw

We Tiles in Style would respectfully wish to withdraw our bid for the Public works garage re-roofing project. We did an honest mistake, and per the architects suggestions we would wish to withdraw. And we respectfully request please do not pull the bid bond.

We would really appreciate it.

We trust this information meets with your approval. Please contact us at any time if you have any questions or if we may be of further assistance.

*Thanks & Regards,
Talha Ahmed*

Tiles in Style, LLC Dba Taza Construction LLC
Phone: (708) 980-5098
Fax: (866-552-8262)
talha@tilesinstyle.com
www.tilesinstyle.net/



www.tilesinstyle.com

*** 3% charges apply if payment will be made by Credit card



16940 Vincennes Ave,
South Holland, IL, 60473



sales@tilesinstyle.com



Phone: (877) 817-2841
Fax no: (866) 552-8262

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 23-R-0068 – Engineering Enterprises, Inc. – Professional Engineering Services for Preparation of a Lead Service Line Replacement Plan in an Amount Not to Exceed \$68,184.00

AGENDA ITEM NUMBER:

4.C.

COMMITTEE AGENDA DATE: August 3, 2023

COUNCIL AGENDA DATE: August 21, 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 Lead Service Line Replacement and Public Notification Act that became effective on January 1, 2022, requires the City of West Chicago to develop, implement, and maintain a comprehensive Water Service Line (WSL) Inventory and a Lead Service Line Replacement (LSLR) Plan. On April 13, 2023, the City completed its initial WSL inventory based on the best available information and submitted to the Illinois Environmental Protection Agency (IEPA). Based on the available information, the City has approximately 551 full or partial lead water service lines. The Initial LSLR Plan is due April 15, 2024, with annual updates required in 2025 and 2026. The Final LSLR Plan is due before April 15, 2027.

Engineering Enterprises, Inc. (EEI) has successfully worked with multiple communities within the Chicagoland area to prepare a LSLR Plan as well as a Project Plan. EEI's proposed fees of \$68,184.00 is reasonable for the required effort based on EEI's experience performing similar services for other Chicagoland communities. The information required to be included in LSLRP requires similar efforts regardless of the number of services present in a community.

This is an unbudgeted item in FY 2023, but there are unused funds from the Waste Lime Sludge Removal Project (about \$244,400.00). Staff recommends awarding the professional services contract to EEI.

ACTIONS PROPOSED:

Approve Resolution No. 22-R-0068 authorizing the Mayor to execute a contract with Engineering Enterprises, Inc. of Sugar Grove, IL for professional engineering services related to the preparation of Lead Service Line Replacement Plant in an amount not to exceed \$68,184.00.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 23-R-0068

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE WITH ENGINEERING ENTERPRISES, INC. OF SUGAR GROVE, IL FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE PREPARATION OF LEAD SERVICE LINE REPLACEMENT PLAN IN AN AMOUNT NOT TO EXCEED \$68,184.00.

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 Engineering Enterprises, Inc. of Sugar Grove, IL for professional engineering services related to the preparation of Lead Service Line Replacement Plant in an amount not to exceed \$68,184.00; in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 21st day of August 2023.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor, Ruben Pineda

ATTEST:

Executive Office Manager, Valeria Perez



July 20, 2023

Mr. Mehul Patel, P.E., CFM
Director of Public Works
City of West Chicago
1400 Hawthorn Lane
West Chicago, IL 60185

**Re: PWSLP PROJECT PLAN AND LSL REPLACEMENT PLAN
City of West Chicago, DuPage County, IL**

Dear Mr. Patel:

Enclosed for your review and consideration are two copies of our proposed agreement for the subject project. The attached agreement includes a detailed scope of services and estimate of level of effort and associated cost for the project. We are proposing to provide our professional engineering services for a fixed fee amount of \$68,184. Our proposed schedule indicates submitting the Project Plan to the IEPA by the end of November 2023, assuming project initiation by mid-August and timely receipt of requested information.

We look forward to working with you and members of your staff on this project. If you have any questions or require any additional information, please do not hesitate to contact us.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in blue ink that reads "Jeffrey W. Freeman".

Jeffrey W. Freeman, P.E., CFM, LEED AP
Chief Executive Officer

JWF/vh

Enclosures

pc: STD, TGH, VH, ARS, DMT – EEI (Via E-mail)

Agreement for Professional Services
PWSLP Project Plan and LSL Replacement Plan

THIS AGREEMENT, by and between the City of West Chicago, hereinafter referred to as the "City" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment A.

B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the Contractor shall be compensated for all work performed for the City prior to termination.

C. Compensation and maximum amounts due to Contractor:

Contractor shall receive as compensation for all work and services to be performed herein an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment B. The professional engineering services will be paid for as a fixed fee in the amount of \$68,184. All payments will be made accordingly to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, Contractor, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

E. Ownership of Records and Documents:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would



otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, Contractor agrees to return all such materials to the City. The City agrees not to modify any original documents produced by Contractor without Contractor's consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kane County, Illinois.

G. Independent Contractor:

Contractor shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the City for any purpose.

H. Certifications:

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.



Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: United States Citizen Resident Alien Non-Resident Alien



The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): Individual Real Estate Agent Sole Proprietorship Government Entity Partnership Tax Exempt Organization (IRC 501(a) only) Corporation Not for Profit Corporation Trust or Estate Medical and Health Care Services Provider Corp.

I. Indemnification:

Contractor shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Schedule

Contractor agrees to complete the project in accordance with the schedule summarized within Attachment C.

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the Attachments. Except for those terms included on the Attachments, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

Attachment A: Scope of Services

Attachment B: Estimated Level of Effort and Associated Cost



Attachment C: Anticipated Project Schedule
Attachment D: Standard Terms and Conditions

L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the City of West Chicago:

For the Engineer:

Director of Public Works
475 Main Street
West Chicago, IL 60185

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove Illinois 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this ___ day of _____, 2023.

City of West Chicago:

Engineering Enterprises, Inc.:

Title: _____

Jeffrey W. Freeman

Chief Executive Officer

Attest:

Attest:

Title: _____

Veronica Hall

Project Manager



ATTACHMENT A – SCOPE OF SERVICES
PWSLP PROJECT PLAN AND LSL REPLACEMENT PLAN
City of West Chicago, DuPage County, IL

The Lead Service Line Replacement and Public Notification Act (Act) that became effective on January 1, 2022, requires the City of West Chicago to develop, implement, and maintain a comprehensive Water Service Line (WSL) Inventory and a Lead Service Line Replacement (LSLR) Plan. The City is currently conducting the required WSL Inventory, which must be submitted to the Illinois Environmental Protection Agency (IEPA) before April 15, 2024. The Initial LSLR Plan is due April 15, 2024 with annual updates required in 2025 and 2026. The Final LSLR Plan is due before April 15, 2027. The City is seeking engineering services to assist in developing the Initial LSLR Plan.

The City's intent is to implement a multi-year lead service line replacement program utilizing funds from the IEPA Public Water Supply Loan Program (PWSLP). To be eligible for the loan, which in some cases may include principal forgiveness, the City must prepare and submit to IEPA a PWSLP Project Plan for review and approval by the IEPA. The City is seeking engineering services to prepare the necessary PWSLP Project Plan.

The following list of work items establishes the scope of engineering services for this project:

Task 1 - PWSLP Project Plan

1.1 Project Management

- Budget tracking
- Management of personnel and the engineering contract
- General coordination with the City

1.2 Project Kick-Off Meeting

- Kick-Off Meeting – EEI will lead a Project Kick-Off Meeting to establish expectations and overall objectives / timelines for the project (1 meeting total)
- Coordination, attendance, and meeting outline and minutes

1.3 Prepare Request for Information (RFI) and coordinate with the City regarding loan application requirements.

1.4 Prepare Project Plan including any necessary exhibits and submit to the IEPA. Work includes but is not limited to:

- Apply for National Historic Preservation Act and IDNR sign-offs
- Complete IEPA Loan Applicant Environmental Checklist
- Prepare project cost estimates
- Prepare Existing User Charge and O, M and R Certification Sheet
- Revise Project Plan (if necessary) per comments from the IEPA

1.5 Prepare and submit to the City the notification for the Preliminary Environmental Impact Determination (PEID) public hearing.



Task 2 – Initial LSLR Plan**2.1 Project Management**

- Budget tracking
- Management of personnel and the engineering contract
- General coordination with the City

2.2 Project Kick-Off Meeting

- Kick-Off Meeting – EEI will lead a Project Kick-Off Meeting to establish expectations and overall objectives / timelines for the project (1 meeting total)
- Coordination, attendance, and meeting outline and minutes

2.3 Create an Initial LSLR Plan to replace each LSL or galvanized service line connected to downstream lead piping.

2.3.1 Develop a plan for posting the LSLR Plan and other related materials on the City's website.

2.3.2 Summarize the City's Material Inventory including:

- Total number of service lines;
- Total number of suspected lead service lines;
- Total number of known lead service lines;
- Total number of lead service lines that have been replaced each year beginning in 2020

2.3.3 Develop a proposed lead service line replacement schedule that includes 1-year, 5-year, 10-year, 15-year, and 20-year goals.

2.3.4 Conduct an analysis of costs and financing options for replacing the lead service lines connected to the community water supply's distribution system, which shall include, but shall not be limited to:

- A detailed accounting of costs associated with replacing lead service lines and galvanized lines that are or were connected downstream to lead piping;
- Measures to address affordability and prevent service shut-offs for customers or ratepayers; and
- Consideration of different scenarios for structuring payments between the utility and its customers over time.

2.3.5 Develop a plan for prioritizing high-risk facilities, such as preschools, daycare centers, daycare homes, group daycare homes, parks, playgrounds, hospitals, and clinics, as well as high-risk areas identified by the community water supply.

2.3.6 Create a map of the areas where lead service lines are expected to be found and the sequence with which those areas will be inventoried, and lead service lines replaced.

2.3.7 Identify measures for how the community water supply will inform the public of the plan and provide an opportunity for public comment.

2.3.8 Identify measures to encourage diversity in hiring in the workforce required to implement the plan.



2.4 Workshops

- 2.4.1 Workshop #1 – EEI will present preliminary findings and ideas for all the items in Task 1. EEI will also lead a discussion to develop consensus with the Public Works Department on the preferences for each item under Task 1. Attendees will include the Public Works Department and Engineering Division of Public Works.
- 2.4.2 Workshop #2 - EEI will present the Public Works Department's preferences developed during Workshop #1 to a broader audience and lead a discussion to develop consensus / support with the attendees. Attendees will include the City Administrator's Office, Communications Department, Finance Department, Community Development, and Public Works Department.

2.5 Report Preparation and Presentations – Initial LSLR Plan

- 2.5.1 Prepare *Draft* Initial LSLR Plan for City review
- Initial draft due to Staff 1/26/24
 - Incorporate comments from Staff and updated plan due 2/16/24
- 2.5.2 City Council Presentation
- 1st Reading 3/5/24
 - Approval by City Council tentative 3/12/24
- 2.5.3 Finalize Initial LSLR Plan by incorporating comments from staff and the City Council and the Final Material Inventory.
- 2.5.4 Submit Initial LSLR Plan by April 15, 2024, to Illinois EPA on behalf of the City.

Task 3 – LSLR Policy Framework Support

- 3.1 Prepare LSLR policy framework memorandum for eventual submittal to the City Council.
- 3.2 Attend one (1) City Council Meeting in support of LSLR policy discussions between Public Works Staff and the City Council.

The above scope for the Lead Service Line Project and Replacement Plan summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.

EXCLUSIONS AND POTENTIAL ADDITIONAL WORK ITEMS

Exclusions – LSLR Project Plan

- Coordination with Army Corps of Engineers if project involves construction in or a near a stream bank, floodway and/or wetland.
- Coordinating and submitting publications to the newspaper.
- Obtaining the certified copy of the advertisement for the PEID public hearing.



- Attending the PEID public hearing.
- Preparing written correspondence to IEPA regarding comments or questions received at the PEID public hearing.
- Preparing written correspondence to IEPA regarding comments or questions received during the 10-day comment period following the PEID public hearing.

Exclusions – LSLR Plan

- Completion of LSLR Plan for 2025, 2026 and 2027 submittals.

Potential Additional Work Items – Fees are Variable Depending on Particular Desired Scope, so Costs Not Included in Fee Estimates and Requires Further Discussion

- Development of City LSLR program webpage
- Water Service Line inventory consultation
- Attendance at additional City Council meetings besides the City Council meetings specifically identified in the above scope
- City Council Meeting presentations besides the presentation specifically identified in the above scope
- Funding Nomination Form for IEPA SRF Funding
- Financial cost option analysis (i.e., rate studies, payment structures)
- Public Relations Assistance
- Design/Construction Engineering



ATTACHMENT B - ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST PROFESSIONAL ENGINEERING SERVICES

CLIENT City of West Chicago	PROJECT NUMBER WV2301
PROJECT TITLE PWSLP Project Plan and LSL Replacement Plan	DATE 7/20/23
	PREPARED BY VH/JWF

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PIC	SPM	PM	SPE II	PE	GIS	ADMIN	HRS	COST
		PERSON	JWF	STD	TGH	VH	KMM	EMC	MJT	DRA		
		RATE	\$244	\$239	\$231	\$208	\$196	\$165	\$125	\$70		
TASK 1 - PWSLP PROJECT PLAN												
1.1	Project Management		8	-	-	16	-	-	-	-	24	\$ 5,280
1.2/1.3	City Coordination		4	4	-	24	4	-	-	-	36	\$ 7,708
1.4	Project Plan		4	2	-	20	1	50	12	1	90	\$ 15,786
1.5	IEPA Coordination		-	-	-	4	-	-	-	-	4	\$ 832
PWSLP Project Plan (Subtotal):			16	6	-	64	5	50	12	1	154	\$ 29,606

TASK 2 - PHASE 1 LSL REPLACEMENT PLAN												
2.1/2.2	Project Management		-	4	6	8	-	-	-	-	18	\$ 4,006
2.3	Initial LSLR Plan		-	-	22	21	-	21	4	-	68	\$ 13,415
2.4	Workshops		-	4	8	8	-	8	-	-	28	\$ 5,788
2.5	Report Preparation and Presentation		-	4	12	16	-	24	2	1	59	\$ 11,336
LSLR Replacment Plan Phase 1 (Subtotal):			-	12	48	53	-	53	6	1	173	\$ 34,545

TASK 3 - LSLR POLICY FRAMEWORK SUPPORT												
3.1	LSLR Policy Framework Memorandum		-	1	-	3	2	6	-	-	12	\$ 2,245
3.2	City Council Meeting Attendance		-	4	-	4	-	-	-	-	8	\$ 1,788
LSLR Policy Framework Support (Subtotal):			-	5	-	7	2	6	-	-	20	\$ 4,033

PWSLP Project Plan and LSL Replacement Plan:	16	23	48	124	7	109	18	2	347	\$ 68,184
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EI STAFF

JWF	Jeffrey Freeman, PE, CFM, LEED AP	KMM	Kristen Meehan, PE
STD	Steve Dennison, PE	EMC	Emily Conti, EI
VH	Veronica Hall, PE	MJT	Matthew Taylor
TGH	Tim Holdeman	DRA	Deborah Anderson



ATTACHMENT C - ESTIMATE SCHEDULE

CLIENT		PROJECT NUMBER	
City of West Chicago		WV2301	
PROJECT TITLE		DATE	PREPARED BY
PWSLP Project Plan and LSL Replacement Plan		7/20/23	VH/JWF

TASK NO.	TASK DESCRIPTION	2023					2024					
		AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
TASK 1 - PWSLP PROJECT PLAN												
1.1	Project Management											
1.2/1.3	City Coordination											
1.4	Project Plan											
1.5	IEPA Coordination											

TASK 2 - INITIAL LSL REPLACEMENT PLAN												
2.1/2.2	Project Management											
2.3	Initial LSLR Plan											
2.4	Workshops											
2.5	Report Preparation and Presentation											

TASK 3 - LSLR POLICY FRAMEWORK SUPPORT												
3.1	LSLR Policy Framework memorandum											
3.2	City Council Meeting Attendance											



ATTACHMENT D: STANDARD TERMS AND CONDITIONS

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

Construction Engineering and Inspection: The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of



profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination: This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Payment of Invoices: Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

Additional Terms or Modification: All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

Assignment: Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

Waiver: A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attorney's Fees: In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

Fiduciary Duty: Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed to either party to the other party. EEI makes no warranty, express or implied, as to its professional services rendered.

Headings: The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.



CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 23-R-0069 – Contract Award – Alliance Contractors, Inc. for the Klein Road Culvert Replacement Project for an Amount not to Exceed \$622,932.62.

AGENDA ITEM NUMBER: 4.D.

COMMITTEE AGENDA DATE: August 3, 2023

COUNCIL AGENDA DATE: August 21, 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 an American Rescue Plan Act Grant through the DuPage County for the Klein Road Culvert Replacement Project in an 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. The Project also requires obtaining temporary and permanent easements from the Forest Preserve District of DuPage County (FPDDC) for proposed improvements. The easement agreement between the City and FPDDC was approved by the City Council on July 17, 2023.

The request for bids was re-advertised in the Daily Herald and on an online bidding platform, QuestCDN, on July 6, 2023. Staff opened bids on July 20, 2023, and below are the bid results:

CONTRACTOR	BID SUBMITTAL AMOUNT	RANK
Alliance Contractors, Inc.	\$622,932.62	1
Herlihy Mid-Continent Company	\$659,423.71	2
Martam Construction, Inc.	\$716,956.20	3
ENGINEER'S ESTIMATE	\$447,194.00	N/A

The FY 2023 budget includes \$338,000.00 under the Capital Projects Fund Account No. 08-34-53-4857 for the Construction of the Project. The responsible low bidder, Alliance Contractor of Woodstock, Illinois is \$284,932.62 or 84% over the budgeted amount and \$175,738.62 or 39% over the Engineer's Estimate. The Project's Phase II Design Engineer, Engineering Resource Associates (ERA), believes that increases in fuel cost, industry workload, demand, and labor shortages are the biggest factors for the inflated bids.

Additionally, since the rejection of the bids, staff has been in discussion with the DuPage County Stormwater Management team to determine if there was a mechanism in place to request additional grant funds for the Project. After successful conversations, the County has confirmed the City can qualify for up to 50% cost share for the bid amount of the Project. The County plans to prepare an amendment to the IGA, which will be forthcoming and will be presented to the City Council under a separate agenda item at a future meeting, likely in September 2023.

CITY OF WEST CHICAGO

Per the IGA, the Project construction cost of \$622,932.62 will need to be initially funded by the City and then seek reimbursement through the County at the completion of the Project. Alliance Contractors, Inc. does not anticipate performing any work in FY 2023; therefore, the Project will be appropriately re-budgeted in FY 2024.

Staff recommends awarding the contract to Alliance Contractors, Inc for the Klein Road Culvert Replacement Project in an amount not to exceed \$622,932.62.

ACTIONS PROPOSED:

Approve Resolution No. 23-R-0069 authorizing the Mayor to execute a Contract with Alliance Contractors, Inc., of Woodstock, Illinois in an amount not to exceed \$622,932.62 for the Klein Road Culvert Replacement Project.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 23-R-0069

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT AGREEMENT WITH
ALLIANCE CONTRACTORS, INC. OF WOODSTOCK, ILLINOIS FOR
THE KLEIN ROAD CULVERT REPLACEMENT PROJECT
IN AN AMOUNT NOT TO EXCEED \$622,932.62.**

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, Alliance Contractors, Inc. of Woodstock, Illinois, for the Klein Road Culvert Replacement Project in an amount not to exceed \$622,932.62, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 21st of August 2023

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

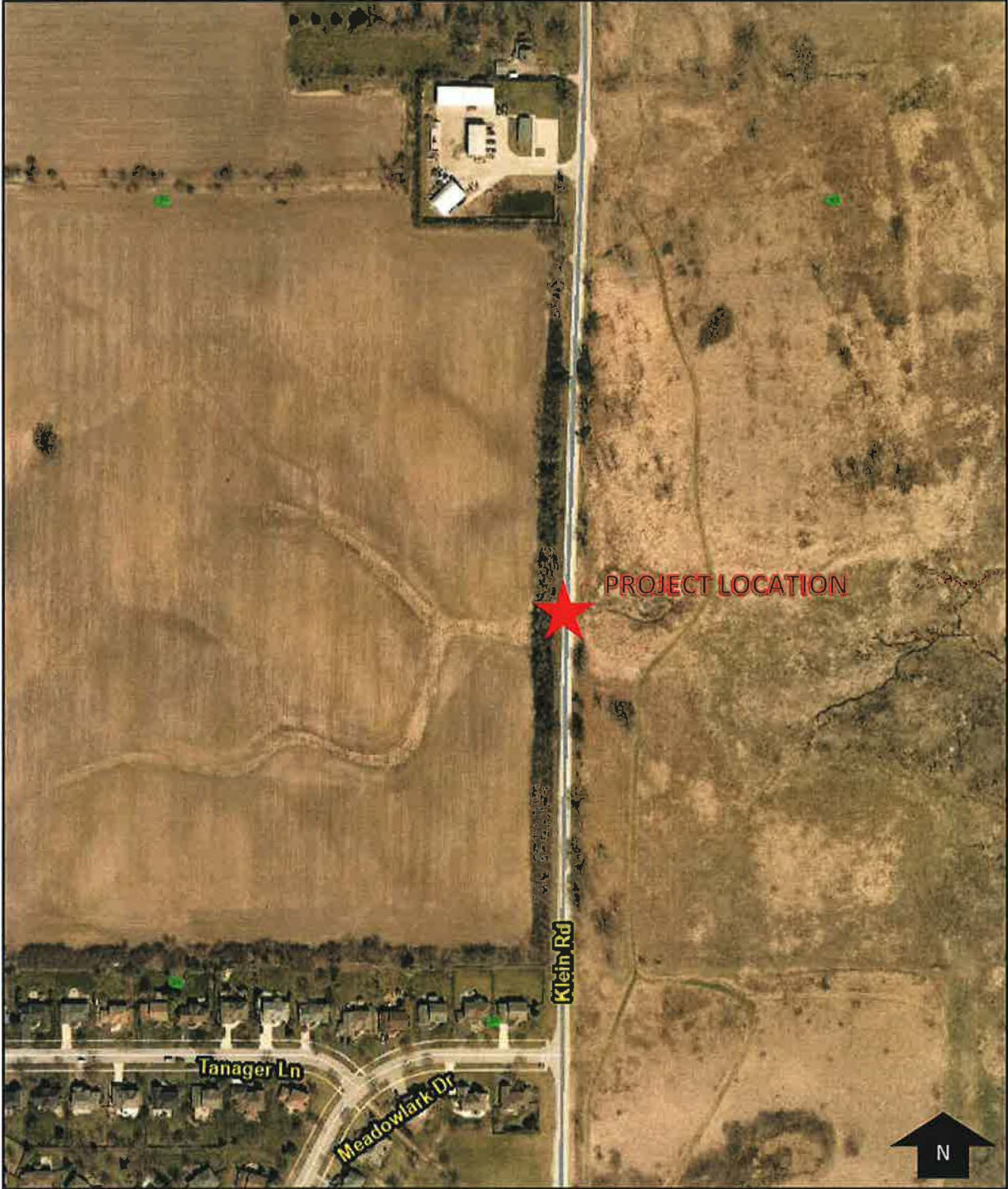
Ruben Pineda, Mayor

ATTEST:

Valeria Perez, Executive Office Manager

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-0070 – Change Order No. 1 – Professional Engineering Design Service to Gewalt Hamilton Associates, Inc for IL-38 and Technology Boulevard Traffic Signal Project in an Amount Not to Exceed \$27,300.00.

AGENDA ITEM NUMBER:4.E**COMMITTEE AGENDA DATE:** August 3, 2023**COUNCIL AGENDA DATE:** August 7, 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 DuPage Business Park, located on the southwest side of the City of West Chicago, has seen major developments over the past few years, which has resulted in an increased traffic volume. To protect the safety of motorists, the City desires to install a traffic signal at the intersection of IL-38 (Roosevelt Rd) and Technology Boulevard. The Illinois Department of Transportation has jurisdiction over IL-38, while the City has jurisdiction over Technology Boulevard.

In 2020, State Senator Karina Villa, as part of the Public Act 102-0017, included improvements associated with this traffic signal to be appropriated from the Build Illinois Bond Fund via the Illinois Department of Commerce and Economic Opportunity. The cost associated with these improvements is listed at \$600,000.00.

On February 21, 2022, the City Council awarded a Contract to Gewalt Hamilton Associated, Inc. (GHA) for engineering services related to Phase II – Design, which included the preparation of an intersection design study, topographic survey, traffic signal installation plan, traffic signal interconnect plans, small geometric improvements, and bidding assistance in the amount of \$51,950.00.

The City received the Notice of State Award (NOSA) for the DCEO funding on June 5, 2023. Based on the NOSA, a Grant Agreement should be forthcoming. Staff would like to begin the detail design of the project and preparation of bid documents while awaiting the Grant Agreement. Change Order No. 1 for \$27,300.00 is required to prepare the necessary plans and bidding documents and also includes the addition of the intersection lighting, which was not part of the original scope.

Staff recommends approving Change Order No. 1 to GHA's original contract for the IL-38 and Technology Boulevard Traffic Signal Project in an amount not to exceed \$27,300.00. GHA's change order will be funded through available fund balance (08-34-53-4225).

ACTIONS PROPOSED:

Approve Resolution No. 23-R-0070 authorizing the Mayor to execute a Change Order No. 1 for the Professional Engineering Design Services contract with Gewalt Hamilton Associates, Inc. for the IL-38 and Technology Boulevard Traffic Signal Project for an amount not to exceed \$27,300.00

CITY OF WEST CHICAGO

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 23-R-0070

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
CHANGE ORDER NO. 1 OF THE PROFESSIONAL ENGINEERING DESIGN
SERVICES CONTRACT WITH GEWALT HAMILTON ASSOCIATES, INC.
FOR IL 38 AND TECHNOLOGY BOULEVARD TRAFFIC SIGNAL
PROJECT FOR AN AMOUNT NOT TO EXCEED \$27,300.00**

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 Change Order No. 1 of the Professional Engineering Design Services contract with Gewalt Hamilton Associates, Inc. for the IL 38 and Technology Boulevard Traffic Signal Project for an amount not to exceed \$27,300.00 for, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 7th day of August 2023.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Ruben Pineda, Mayor

ATTEST:

Valeria Perez, Executive Office Manager

ADDITIONAL SERVICES AUTHORIZATION

Date: July 19, 2023

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

Re: Additional Traffic Engineering Services
IL Route 38 (Roosevelt Road) at Technology Boulevard
Traffic Signal Improvements
West Chicago, Illinois
GHA Project No. 5814.800



625 Forest Edge Drive, Vernon Hills, IL 60061

TEL 847.478.9700 ■ FAX 847.478.9701

www.gha-engineers.com

This letter shall serve as authorization to proceed with the following additional services requested for the above referenced project.

The City has requested that GHA perform additional services for the above referenced project. These services include preparing and submitting lighting plans which include combination mast arms and transition lighting on all three legs of the intersection, as well as adding LED street name signs and powder coated mast arms to the plans. The lighting plans will also require additional surveying, as the street lighting will extend past the previous survey limits. Additionally, GHA has begun working with IDOT to create an easement agreement which will allow the city to utilize inductive loop detection on Technology Blvd, but crafting and executing the agreement will require more time and effort following submittal and review of the plans at IDOT. Additionally, GHA will assist the City with IDOT permitting, bid document preparation, and bidding assistance. This project now has DCEO funding, so DCEO requirements will now be included in bid documents.

We are respectfully requesting a \$27,300.00 increase in the previously agreed to budget of \$51,950.00. All other conditions of our existing contract will remain.

Description of Service	Estimated Fee
Additional Topographic Survey	\$2,600.00
Lighting System Plans	\$15,000.00
Additional Traffic Signal Design	\$4,300.00
DCEO Bid Document Preparation & Assistance	\$3,000
IDOT Permitting	\$2,000
Reimbursable Expenses	\$400.00
Total Not To Exceed Fee (including expenses)	\$27,300.00

Reimbursable Expenses (printing, postage, mileage) are included without markup.

Please return this signed authorization to our office as soon as possible.

Sincerely,
GEWALT HAMILTON ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'Ross J Haseman', with a small flourish at the end.

Ross J Haseman, P.E., PTOE
Senior Signal Systems Engineer

Authorized and Accepted by:

City of West Chicago

Date