

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

INFRASTRUCTURE COMMITTEE

Thursday, March 7, 2024
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 February 1, 2024
3. Public Participation / Presentations
4. Items for Consent
 - A. Rejection of all Bids and Re-Bid – A2O Phosphorous Removal Project for the West Chicago/Winfield Wastewater Authority Regional Wastewater Treatment Plant
 - B. Resolution No. 24-R-0018 – Contract Award – KLM Engineering, Inc. for Professional Engineering Services Related to the 2024 Fremont Street Water Tower Rehabilitation Project for an Amount Not to Exceed \$71,090.00
 - C. Resolution No. 24-R-0019 – Christopher B. Burke Engineering LTD. – Professional Services Related to the Water Treatment Plant Natural Area Basins Maintenance and Monitoring for an Amount Not to Exceed \$25,970.00 for FY2024-2026
 - D. Resolution No. 24-R-0020 – Change Order No. 1 – Boller Construction Company, Inc. for the Headworks Gate Improvement Project at the West Chicago/Winfield Wastewater Authority Regional Wastewater Treatment Plant in an Amount Not to Exceed \$278,800.00 for a Revised Contract Value of \$808,100.00
 - E. Resolution No. 24-R-0021 – Contract Amendment No. 1 – Cemetery Management, Inc. (John B. Reynolds) for Cemetery Sexton Services in an Amount of \$25,000.00 for a Revised Not to Exceed Amount of \$45,000.00 for FY 2024
 - F. Resolution No. 24-R-0022 – Contract Award - BLA, Inc. for Professional Construction Engineering Services for IL-38 & Technology Boulevard Traffic Signal Installation Project in an Amount Not to Exceed \$74,391.00
 - G. Resolution No. 24-R-0023 – 2024 Local Limits Study Evaluation Report
 - H. Resolution No. 24-R-0024 - Contract Award – RJN Group, Inc. for Professional Design Engineering Services Related to the 2024 SSES Repair Program in the Not to Exceed Amount of \$25,000.00
 - I. Resolution No. 24-R-0026 – Contract Award - Christopher B. Burke Engineering LTD. – Professional Design Engineering Services Related to the Elevated Water Tower Project for an Amount Not to Exceed \$138,290.00
 - J. Resolution No. 24-R-0027 – Contract Award – Schroeder Asphalt Services, Inc. for the 2024 Roadway Rehabilitation Project in an Amount Not to Exceed \$940,368.23
5. Items for Discussion

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60185

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Ruben Pineda
MAYOR
Nancy M. Smith
CITY CLERK

Michael L. Guttman
CITY ADMINISTRATOR

6. Unfinished Business
7. New Business
 - A. Lead Service Line Replacement Plan
8. Reports from Staff
9. Adjournment

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

Draft

MINUTES

INFRASTRUCTURE COMMITTEE

February 1, 2024 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, and Administrative Assistant, Ashley Heidorn.

2. Approval of Minutes

A. Infrastructure Committee Minutes of January 4, 2024. Alderman Brown made a motion, seconded by Alderman Hallett to approve the Meeting Minutes of January 4, 2024.

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 Morano requested discussion on Consent Item F. Alderman Dimas made a motion, seconded by Alderman Brown to approve:

- A. Purchase a New Rodder Pump - 2014 "Vactor" Sewer Cleaning Truck – Standard Equipment Company of Chicago, Illinois for an Amount Not to Exceed \$21,586.50
- B. Resolution No. 24-R-0008 – Local Public Agency General Maintenance – Maintenance Expenditure Statement (BLR 14222) for Motor Fuel Tax Funds in FY 2022 – Section No. 22-00000-00-GM
- C. Resolution No. 24-R-0009 – Local Public Agency General Maintenance – Maintenance Expenditure Statement (BLR 14222) for Motor Fuel Tax Funds in FY 2023 – Section No. 23-00000-00-GM
- D. Resolution No. 24-R-0010 – 2023 General Professional Engineering Services – Thomas Engineering Group, LLC – Amendment No. 1 in the Amount Not to Exceed \$90,747.47
- E. Resolution No. 24-R-0011 – Contract Award – Addlawn Landscaping, Inc for the 2024 Right-of-Way (ROW) Maintenance Program (Base Bid + Alternate) for an Amount Not to Exceed \$252,060.00
- G. Resolution No. 24-R-0013 – Jacobs Solutions, Inc. – Professional Services related to the Condition Assessment Study at the Water Treatment Plant in the Amount Not to Exceed \$38,000.00

- H. Resolution No. 24-R-0014 – Contract Award – Era Valdivia Contractors, Inc for the 2024 Fremont Water Tower Rehabilitation Project for an Amount Not to Exceed \$719,900.00
- I. Resolution No. 24-R-0015 – Contract Award – Pacific Construction Services, LLC for the North Public Works Garage Insulation Project in an Amount Not to Exceed \$160,380.00

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. 24-R-0012 – Contract Award – Plote Construction, Inc. for the 2024 Harvester Road Reconstruction Project in an Amount Not to Exceed \$3,900,000.00. Mr. Patel explained that the as-read bid results differ from the as-corrected bid results, and the as-read lowest bidder has filed a formal protest to award the bid to Plote Construction. Addendum No. 1 was issued during the bidding process, which revised the quantity for one of the items in the bid. All eight bidders submitted the acknowledgment of Addendum No. 1 with their respective bids. However, seven out of the eight bidders didn't address changes made via Addendum No. 1 in their respective bids. Only one bidder, Plote Construction, Inc. (Plote) addressed the change in its bid. This matter was referred to the City's Legal Counsel for advice. After review of all documentation, Legal Counsel advised that the City should deem all those bidders that acknowledged Addendum No. 1 but did not address the change in pricing as non-responsive. Due to the size of the project and for an accurate comparison of all bids, the City undertook the extrapolation method of the unit price applied to the item impacted by Addendum No. 1 for all seven other bidders. Plote's bid did not require any corrections. After this comparison, Plote's bid was the lowest responsible bid at a value of \$3,900,000.00. Mr. Patel explained that there are contract provisions that say the bid proposal form should not be changed, but in this case they were directed to do so; that is where the protest comes in because R.W. Dunteman Co. contests that Plote should not have changed the bid proposal form, and they should be deemed non-responsive. Staff consulted with the City's Legal Counsel, IDOT, and other people in the industry to get some idea of how to address the situation. IDOT's determination in this case was that because staff extrapolated the quantity with the unit price that was given by each bidder, it is a fair approach, and we could award the project to Plote. Discussion followed. **Alderman Dimas made a motion, seconded by Alderman Hallett, to approve a contract award to Plote Construction Inc. in the amount of \$3,900,000.00 for the 2024 Harvester Road Project based on the bid extrapolation approach and feedback from the Illinois Department of Transportation with an option to reject all bids if there is a different final determination by the Illinois Procurement Office in response to the bid protest by February 16, 2024.**

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

5.A. City of West Chicago – Space Needs Assessment Study Final. Mr. Patel noted that previously City Council approved an agreement with FGMA Architects to conduct a Space Needs Assessment (SNAS) for a future City Hall facility and a consolidated Public Works facility to evaluate the proper facility size for the current and future needs of the City to serve its residents. The final report has now been received, and staff are seeking direction on the next

steps. Due to the size and expense of both large buildings, the focus would be on a new City Hall to start. Alderman Morano supports and understands the need for a new City Hall facility but does not want to lose sight of the fact that making the Public Works facility a priority as well is important to make the department more efficient with one centralized location. Discussion followed, including suggestions for a parking garage and green spaces. The Committee directed staff to move to the next steps in the process to investigate financing options for construction of the City Hall facility, surrounding public spaces, and associated public site improvements and to begin design of them.

6. **Unfinished Business.** None.

7. **New Business.** None.

8. **Reports from Staff.** None.

9. **Adjournment.** At 7:52 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:

Rejection of all Bids and Re-Bid – A2O Phosphorous Removal Project for the West Chicago/Winfield Wastewater Authority Regional Wastewater Treatment Plant

AGENDA ITEM NUMBER:

4.A.c

COMMITTEE AGENDA DATE: March 7, 2024**COUNCIL AGENDA DATE:** March 18, 2024**STAFF REVIEW:** Mehul T. Patel, P.E., Director of Public Works**SIGNATURE** _____**APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** _____**ITEM SUMMARY:**

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

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

On December 7, 2020, authorized by Resolution No. 20-R-0076, the Mayor executed a contract with the Donohue & Associates, Inc. (Donohue) for a Phosphorus Removal Pilot Study at the West Chicago/Winfield Wastewater Authority (WCWWA) Regional Wastewater Treatment Plant. This Study was completed and final report was provided in January 2022. The study recommended four different options to reduce the total phosphorus limits below 1.0 mg/l. After review of the report and discussions with WWTP contracted staff, the consensus is to implement an option called "Anaerobic/Anoxic/Oxic (A2O)" to achieve the total phosphorus limits. This option will also provide the WCWWA with total nitrogen removal, limits for which will be coming down the road. With this option, the Study shows, WCWWA can achieve 0.37 mg/l total phosphorus removal limits, which would be significantly below the 1.0 mg/l. The IEPA in the past has suggested more stringent total phosphorus removal limits including 0.5 mg/l and 0.1 mg/l. On February 20, 2023, the City Council authorized Resolution No. 23-R-0006

CITY OF WEST CHICAGO

authorizing Donohue to perform all required design engineering services related to the A2O Phosphorous Removal Project.

The Project was advertised for public bids in the Daily Herald and on an online bidding platform, QuestCDN, on January 25, 2024. Staff opened bids on February 22, 2024, and below are the bid results:

CONTRACTOR	AS-CORRECTED BID SUBMITTAL AMOUNT	RANK
JJ Henderson*	\$6,372,000.00	N/A
John Burns Construction	\$6,945,000.00	1
Williams Brothers Construction	\$7,140,000.00	2
Boller Construction	\$7,262,800.00	3
Path Construction	\$7,587,000.00	4
Independent Mechanical Industries	\$8,757,000.00	5
ENGINEER'S ESTIMATE	\$5,390,000.00	-
*Bid withdrawn within 24-hours of bid opening due to mathematical error		

The total bid is currently over the proposed FY 2024 budget; therefore, staff recommends rejecting all bids and re-bid. This Project is critical to achieve the phosphorus removal limit of 1.0 mg/l by October 1, 2026. As such, staff will review the specifications and make necessary changes to possibly bring the overall costs within budget by reducing the scope of work by eliminating items not directly tied to the main objective of achieving phosphorus removal.

ACTIONS PROPOSED:

Reject all bids and re-bid.

COMMITTEE RECOMMENDATION:

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 24-R-0018 – Contract Award – KLM Engineering, Inc. for Professional Engineering Services Related to the 2024 Fremont Street Water Tower Rehabilitation Project for an Amount Not to Exceed \$71,090.00

AGENDA ITEM NUMBER: 4.B.

COMMITTEE AGENDA DATE: March 7, 2024
COUNCIL AGENDA DATE: March 18, 2024

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

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman **SIGNATURE** _____

ITEM SUMMARY:

The Fremont Street Water Tower is the City's oldest water tower, constructed in 1952. It has a storage capacity of 250,000 gallons. It was last painted in 1990. A condition assessment in 2020 confirmed it is overdue for paint application and safety upgrades.

In September 2023, the City received an executed agreement from DCEO awarding \$750,000.00 in funds for the 2024 Fremont Water Tower Rehabilitation Project (Project). On February 19, 2024, the City Council approved Resolution No. 24-R-0014 awarding a contract to ERA Valdivia for this Project. The proposed improvements include sandblasting, new interior coating, exterior coatings, landscaping improvements and Occupational Safety and Health Administration (OSHA) compliant safety systems including railings, ladders and fall protection.

Construction Engineering (CE) services for this Project are also funded through the DCEO grant. CE is required to ensure that the Project is completed and documented in accordance with approved plans, specifications, and grant requirements. Furthermore, CE services are required and selected through a process known as Qualifications Based Selection (QBS). This process follows the Illinois DCEO's recommended *Proposals - 2 CFR 200.320(b)(2)* procurement guidelines. The Most Qualified Firm (MQF) is selected based on the QBS evaluation process. On January 16, 2024, a public notice was advertised in the *Daily Herald* as well as on QuestCDN, an online bidding platform, seeking a Statement of Interest (SOI) from qualified engineering firms for CE services. After a three-week advertising period, two SOIs were evaluated. The following are the results of the evaluation:

Contractor	Score	Rank
KLM Engineering	80.25	1
Robinson Engineering	69.08	2

A proposal was solicited from KLM Engineering for the CE work related to the Project. KLM submitted a proposal for \$70,090.00. KLM has performed CE services for the City's above ground storage tank projects at Booster Station #4 and #8 in 2022. Other references contacted indicated satisfaction with the services provided by KLM Engineering.

Staff recommends that a contract be awarded to KLM Engineering of Woodbury, Minnesota. In FY2024, there is \$825,000.00 budgeted in 06-34-47-4806 for construction and construction engineering for this Project. Up to \$60,000.00 for Phase III engineering is reimbursable under the DCEO grant. The City will have to pay the initial cost of improvements and seek reimbursement.

CITY OF WEST CHICAGO

ACTIONS PROPOSED:

Approve Resolution No. 24-R-0018 authorizing the Mayor to execute a professional services agreement with KLM Engineering for construction engineering services related to the 2024 Fremont Street Water Tower Rehabilitation Project for an amount not to exceed \$71,090.00.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 24-R-0018

A RESOLUTION AUTHORIZING TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH KLM ENGINEERING FOR CONSTRUCTION ENGINEERING SERVICES RELATED TO THE 2024 FREMONT STREET WATER TOWER REHABILITATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$71,090.00

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a professional services agreement with KLM Engineering for construction engineering services related to the 2024 Fremont Street Water Tower Rehabilitation Project for an amount not to exceed \$71,090.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 18th day of March 2024.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

Executive Office Manager Valeria Perez



WEST CHICAGO, ILLINOIS

Proposal for Reconditioning Services

February 19, 2024



February 19, 2024

Sent via Email Only

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

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

Dear Mr. Horvath:

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

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

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

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

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

Sincerely Yours,



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

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DISCLAIMER:

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

PROJECT PROFILES

KLM has an unparalleled record of consistently delivering successful projects like yours. KLM has planned, designed and refurbished water towers for the past twenty-nine (29) years. The longevity of the coatings system of our projects is what we are most proud of. What owners most appreciate is the return-on-investment KLM brings to each new construction or rehabilitation project. This section highlights projects KLM has completed.



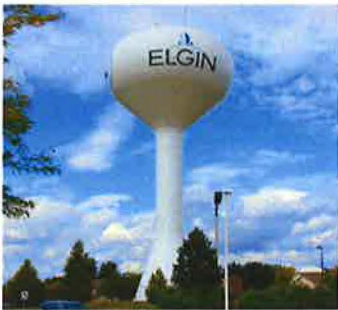
Justice-Willow Springs Water Commission High Tank | 1 MG Hydropillar

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



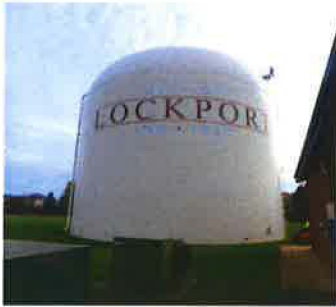
City of Joliet, IL Rock Run Tower | 0.5 MG Single Pedestal

Inspection Services - Reconditioning | 2020
Evaluation | 2018, 2016



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

Inspection Services - Reconditioning | 2017
Evaluation | 2016



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

Repairs | 2021
Evaluation | 2020
Exterior Cleaning | 2020



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

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



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

Inspection Services - Reconditioning | 2021
Design Services | 2020



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

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

West Chicago, IL - .25MG Fremont St. Tower RECON

REFERENCES

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

Recondition

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

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

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

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

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

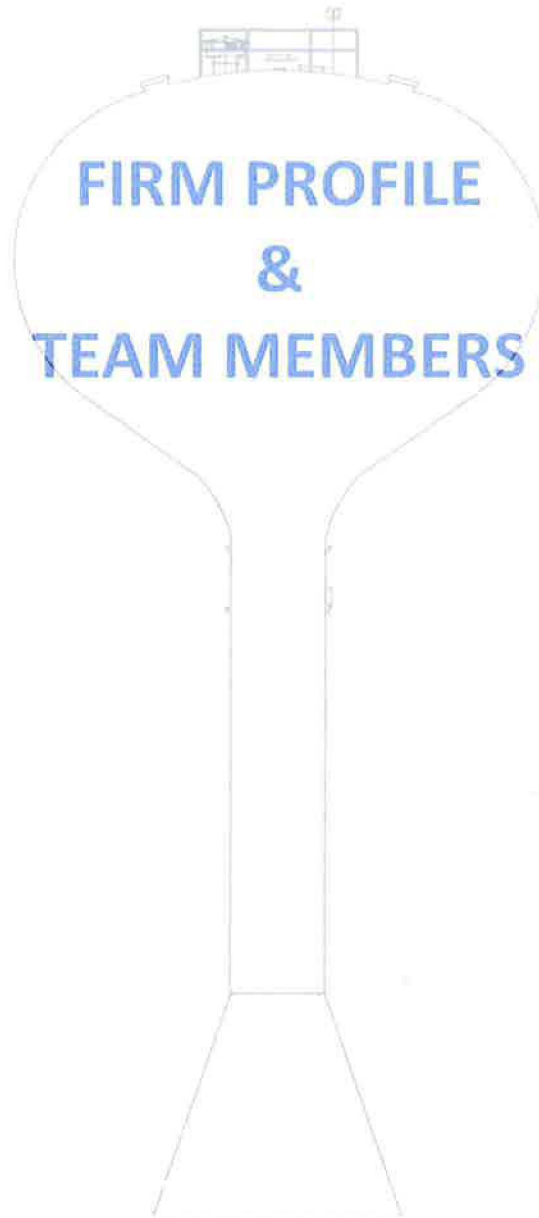
Justice, IL
Owner: Justice-Willow Springs Water Comm.
Client: Justice-Willow Springs Water Comm.
Contact: Colleen Kelly 708-325-5276

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

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

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

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



ABOUT US

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

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

Our Engineers Are:

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

Our Inspectors Are:

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

REGIONAL OFFICES

- ◆ Headquarters | Woodbury, Minnesota
- ◆ Great Lakes Region | New Lenox, Illinois
- ◆ West Central Region | Blue Springs, Missouri

INSURANCE COVERAGE

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

PROFESSIONAL AFFILIATIONS



PROJECT TEAM CHART

Designed Specifically For:



Principal-In-Charge
Rodney Ellis

Project Manager
Ben Feldman, P.E.

Project Supervisor
Scott Kriese

Inspections
Mario Fort

PROJECT-SPECIFIC TEAM MEMBER RESUMES



Rodney Ellis,
Vice President/COO

612.810.0956
rellis@klmengineering.com



Education, Experience, & Certifications

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

KLM Projects

City of Valley Center, KS

Reconditioning of 0.75MG composite



Village of Dresser, WI

Reconditioning of 0.2MG double ellipsoidal

City of Farmington, MN

Reconditioning of 1.5MG hydropillar

City of Baxter, MN

Reconditioning of 0.75MG hydropillar

City of St. Cloud, MN

Reconditioning of 1.0MG hydropillar

City of Chatfield, MN

Reconditioning of 0.2MG ground storage tank

Village of Curtiss, WI

Reconditioning of 0.15MG single pedestal

City of Hastings, MN

Reconditioning of 0.75MG hydropillar

City of Goodview, MN

Reconditioning of 0.1MG single pedestal

Jackson County PWSD #1, MO

Reconditioning of 1.5MG elevated tower

Justice-Willow Springs Water Commission, IL

Reconditioning of 1.0MG hydropillar



Ben Feldman, P.E.
(MN & CO)
Civil Engineer

651.773.5111

bfeldman@klmengineering.com



Education, Experience, & Certifications

- University of Minnesota
 - Twin Cities
 - Civil Engineering
 - Business Management
- OSHA 10
- MN License No. 49598

KLM Projects

City of Hastings, MN

Reconditioning of 0.75MG hydropillar

City of Brighton, CO

New construction of 2.0MG composite

City of Hinckley, MN

Reconditioning of 0.15MG double ellipsoidal

City of Jamaica, IA

New construction of 0.05MG single pedestal

City of Delavan, WI

Reconditioning of 0.5MG single pedestal

City of Lawrence, KS

Reconditioning of 1.5MG ground storage tank

City of Napoleon, ND

New construction of 0.3MG single pedestal

City of Goodview, MN

Reconditioning of 0.1MG single pedestal

City of Verndale, MN

New construction of 0.075MG hydrocone

City of West Chicago, IL

Reconditioning of 0.5MG booster reservoirs

City of Rogers, AR

Reconditioning of 2 MG toro ellipsoidal



Scott Kriese,
Project Supervisor

651.773.5111
skriese@klmengineering.com



Education, Experience, & Certifications

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

KLM Projects

City of Valley Center, KS

Reconditioning of 0.75MG composite



Village of Dresser, WI

Reconditioning of 0.2MG double ellipsoidal

City of Farmington, MN

Reconditioning of 1.5MG hydropillar

City of Baxter, MN

Reconditioning of 0.75MG hydropillar

City of St. Cloud, MN

Reconditioning of 1.0MG hydropillar

City of Sioux Falls, SD

Reconditioning of 1.5MG composite

City of Neodesha, KS

Reconditioning of 0.2MG single pedestal

Jackson County PWSD #1, MO

Reconditioning of 1.5MG elevated water tower

Rogers Water Utilities, AR

Reconditioning of 2.0MG toro ellipsoidal

City of Hastings, MN

Reconditioning of 0.75MG hydropillar

City of Sartell, MN

Reconditioning of 0.4MG elevated tank



Mario Fort,
On-Site Resident Inspector

651.773.5111
mfort@klmengineering.com



Education, Experience, & Certifications

- NACE II #108634

KLM Projects

City of Otsego, MN

New construction of 1.5MG Composite

City of Delavan, WI

Reconditioning of 0.5 Single Pedestal

City of Joliet, IL

Reconditioning of 1.0MG Toro Ellipsoidal

City of South Bend, IN

Reconditioning of 1.5MG Single Pedestal

Justic-Willow Springs, IL

Reconditioning of 1.0MG Fluted Hydropillar

City of West Chicago, IL

Reconditioning of 0.5MG Welded GSR

City of Fargo, ND

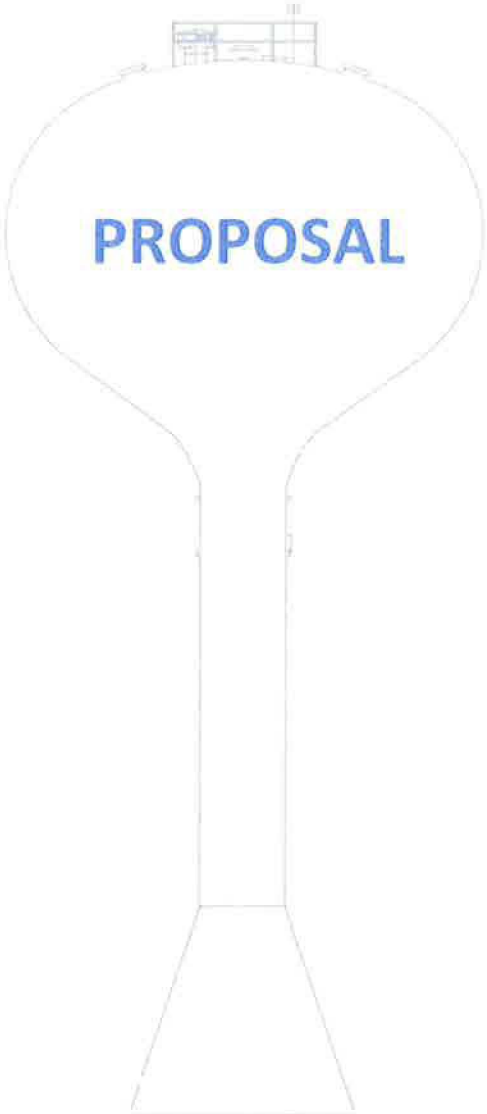
New construction of 2.5MG Composite

City of Drayton, ND

New construction of .3MG Single Pedestal

City of West Chicago, IL

Reconditioning of 0.5MG Welded GSR



PROJECT UNDERSTANDING

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

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

BENEFITS TO THE CITY OF WEST CHICAGO

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

1. The reservoir-specific submittals will be reviewed to verify conformance to the specifications, AWWA, OSHA, and State regulations. KLM will respond in writing regarding the acceptance of the submittals.
2. Welding & full-time AMPP Coating Inspections during reconditioning assures that the work performed by the contractor is in conformance with the specifications, as to maximize its life expectancy. KLM's inspectors monitor workmanship during all phases of work to verify the contractor's work meets the specification. Utilizing this process reduces reconditioning cycles over the life of the tank.
3. Our project administration and inspection services provide a buffer between the project specifications and the real-world challenges that can negatively affect the project performance. To initiate the project correctly, KLM's project management assures that a qualified contractor is retained at an appropriate cost.

TIMELINE

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

- A. Construction Management & Inspection Services.
 - ◆ Completed in 2024.
- B. Warranty Inspection (2 year)
 - ◆ ROV, completed per Agreement.

CONSTRUCTION SERVICES

Construction Administration

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

Construction Management Consists of The Following:

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

Construction Observation

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

Field Inspections Consist of the Following:

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

ANTENNA INSPECTION

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

WARRANTY INSPECTION (2 Year)

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

DELIVERABLES

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

- ◆ TCLP Testing and Waste Tracking.
- ◆ Contractor Submittals.
- ◆ Daily Logs & Weather Logs.
- ◆ Surface Preparation.
- ◆ Daily Digital Photos.
- ◆ Weekly Summary & Progress Meetings.
- ◆ Project Acceptance Certificate.
- ◆ Warranty Inspection Report (Owner & Contractor).

FEE SUMMARY

KLM Engineering will provide (7) weeks of inspection services at 48 hours per week during the course of the project. KLM will manage the water tower rehabilitation with project management, welding inspection, coating inspection, antenna inspection and a ROV warranty inspection, as detailed below. If additional time is requested and approved by the city, it will be billed as time and material.

Construction Management and Observation	<u>\$67,590.00</u>
TOTAL FIXED, NOT TO EXCEED	\$67,590.00
Warranty Inspection 2025	\$ 3,500.00

See Cost Breakdown on following page

WHY USE KLM

KLM Engineering, Inc. has been evaluating water towers for over 29 years. KLM is the leader in providing engineering and inspection services during reconditioning of towers greater than 100,000-gallons in Illinois. Our reference list has customers including the US Military, US Steel, Indian Health Services, State of Illinois, and municipalities ranging from coast-to-coast and beyond, including Hawaii.

Cost Breakdown



Project Name 250,000-Gallon Ellipsoidal, Legged "Freemont Street Tower"
 City, State West Chicago, IL
 Description Consulting Management & Construction Observation Services During Rehabilitation

Staff	Hrly. Rate	Construction Management		Construction Observation		Warranty		Total	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Principal	\$ 250.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Structural Engineer	\$ 225.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Professional Engineer	\$ 200.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Engineer in Training	\$ 130.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Project Management	\$ 150.00	8	\$ 1,200.00	0	\$ -	0	\$ -	8	\$ 1,200.00
Project Supervision	\$ 145.00	21	\$ 3,045.00	0	\$ -	0	\$ -	21	\$ 3,045.00
NACE/AWS Inspector Travel Time	\$ 130.00	0	\$ -	0	\$ -	16	\$ 2,080.00	16	\$ 2,080.00
NACE/AWS Inspector	\$ 130.00	0	\$ -	392	\$ 50,960.00	0	\$ -	392	\$ 50,960.00
Admin	\$ 90.00	14	\$ 1,260.00	0	\$ -	2	\$ 180.00	16	\$ 1,440.00
Subtotal		43	\$ 5,505.00	392	\$ 50,960.00	18	\$ 2,260.00	453	\$ 58,725.00
Expenses			\$ -		\$ 11,125.00		\$ 40.00		\$ 11,165.00
Report			\$ -		\$ -		\$ 1,200.00		\$ 1,200.00
Equipment			\$ -		\$ -		\$ -		\$ -
Total			\$ 5,505.00		\$ 62,085.00		\$ 3,500.00		\$ 71,090.00

2024 Total Fixed, Not To Exceed Price	\$ 67,590.00
2025 Warranty Inspection - Fixed Price	\$ 3,500.00
TOTAL PROJECT PRICE	\$ 71,090.00

AGREEMENT

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

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

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

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



Signature

Signature

Name

James Creed

Name

Title

Great Lakes Regional Manager

Title

Date

February 19, 2024

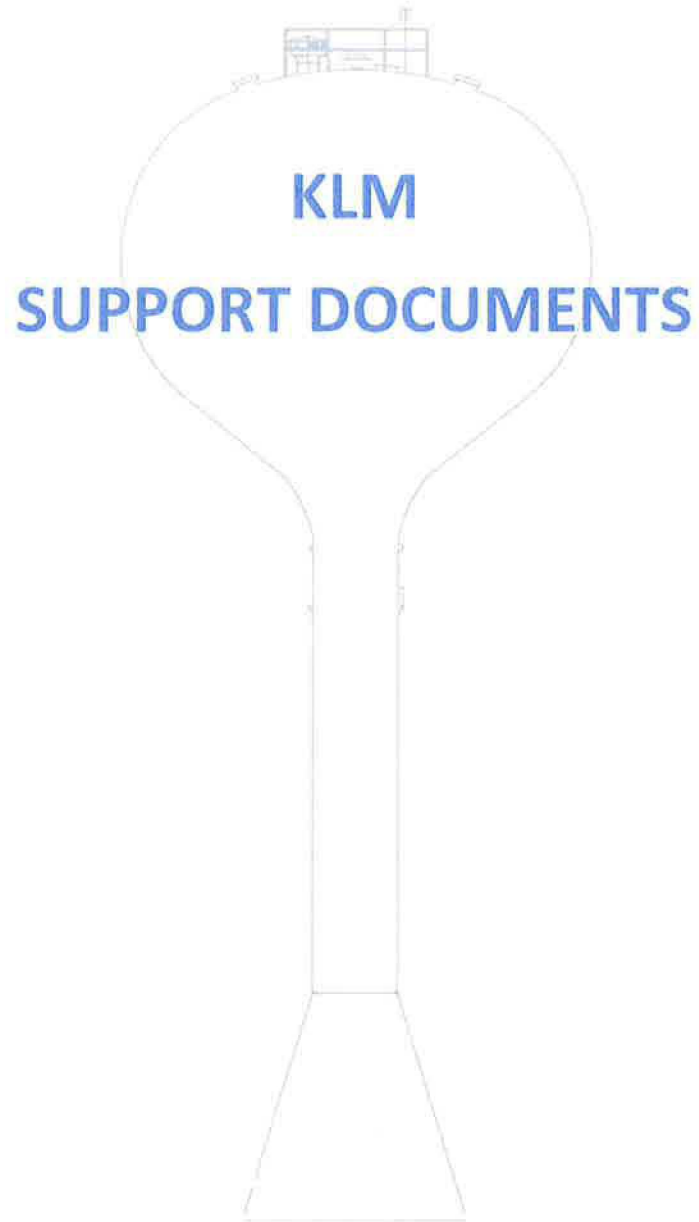
Date

We look forward to working with you.

Sincerely,

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

REV 2023.01.01



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

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

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

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

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

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

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

End of the KLM Terms and Conditions.

Rev 2022.11.23

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CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 24-R-0019 – Christopher B. Burke Engineering LTD. – Professional Services Related to the Water Treatment Plant Natural Area Basins Maintenance and Monitoring for an Amount Not to Exceed \$25,970.00 for FY2024-2026

AGENDA ITEM NUMBER:4.C.**COMMITTEE AGENDA DATE:** March 7, 2024**COUNCIL AGENDA DATE:** March 18, 2024**STAFF REVIEW:** Mehul T. Patel, P.E., CFM, Director of Public Works**SIGNATURE** _____**APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** _____**ITEM SUMMARY:**

There are three natural area basins located on and around the Water Treatment Plant building at 1400 West Hawthorne Lane. These basins were created as part of the stormwater management permit requirement at the time of various building construction onsite. The three basins include:

- the northwest compensatory storage basin (NW comp basin),
- the southeast wetland buffer enhancement area (SE buffer), and
- the north-central basin (NC basin) located north of the salt storage building.

Per the DuPage County Stormwater and Floodplain Ordinance, a three-year maintenance and monitoring of the natural basin area is required post construction. This requirement was met when the sign off was received in February 2023. Christopher B. Burke Engineering LTD (CBBEL) performed the required three years of maintenance and monitoring for the City.

Due to the location and to prevent overgrowth of these natural area basins, staff recommends continuing with post permit maintenance and monitoring. Staff solicited a proposal from CBBEL due to its history of previously providing these services to the City. Three years of maintenance and monitoring services are proposed with the goal of preventing weed infestations, preserving the ecological functions, and improving site aesthetics. Services include annual weed control, supplemental seeding, and preparation of annual summary reports, and a prescribed burning in 2025. The total cost for the three years will be \$25,970.00 with an annual cost as follows:

FY 2024 - \$6,470.00

FY 2025 - \$12,500.00

FY 2026 - \$7,000.00

Staff recommends approval of the item. In FY 2024, fund account 06-34-48-4216 has \$7,000.00 budgeted for this item. Appropriate funds will be budgeted in FY2025 and FY2026 to cover the costs in future years.

ACTIONS PROPOSED:

Approve Resolution No. 24-R-0019 authorizing the Mayor to execute a professional services contract with Christopher B. Burke Engineering LTD. for the Water Treatment Plant Natural Area Basins Maintenance and Monitoring for an amount not to exceed \$25,970.00 for FY 2024-2026.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 24-R-0019

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH CHRISTOPHER B. BURKE ENGINEERING LTD. FOR THE WATER TREATMENT PLANT NATURAL AREA BASINS MAINTENANCE AND MONITORING FOR AN AMOUNT NOT TO EXCEED \$25,970.00 FOR FY 2024-2026.

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a professional services contract with Christopher B. Burke Engineering LTD. for the Water Treatment Plant Natural Area Basins Maintenance and Monitoring for an Amount Not to Exceed \$25,970.00 for FY 2024-2026, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 18th day of March 2024.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Ruben Pineda, Mayor

ATTEST:

Valeria Perez, Executive Office Manager



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

January 26, 2024

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

Attention: Mehul Patel, PE, CFM, Director of Public Works

Subject: Proposal to Provide Professional Post-Permit Maintenance and Monitoring Services for the West Chicago Salt Facility Natural Areas at the Hawthorne Lane Public Works Facility, 2024-2026, West Chicago, DuPage County, Illinois
(Former SM No. 2018-0047 / Tracking No. 18-34-0006 / T58230)
CBBEL Project No. 190509

Dear Mr. Patel:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal to continue providing post-permit maintenance and monitoring (M&M) of the natural areas at the West Chicago Public Works salt facility on Hawthorne Lane. Basic natural area maintenance services are proposed following DuPage County sign-off issued in February 2023 for the natural areas including:

- the northwest compensatory storage basin (NW comp basin),
- the southeast wetland buffer enhancement area (SE buffer), and
- the north-central basin (NC basin) located north of the salt storage building.

Three years of maintenance and monitoring services are proposed with the goal of preventing weed infestations, preserving the ecological functions, and improving site aesthetics. Services include annual weed control, supplemental seeding, and preparation of annual summary reports, and prescribed burning in 2025, as described in the scope of services below.

We will work to assist the City of West Chicago (City) in maintaining the natural areas per the engineering plans titled: 1350 W. Hawthorne Ln Salt Storage Facility, prepared by CBBEL, dated January 28, 2021; and the Management and Monitoring Plan, Wetland Buffer Impact and Enhancement Area and Naturalized Compensatory Storage Basin (M&M Plan), prepared by CBBEL, dated (revised) January 24, 2019.

SCOPE OF SERVICES

The completion of the following Scope of Services is the responsibility of CBBEL.

Task 1 – Site Monitoring and Weed Control: CBBEL's Environmental Resources Department staff will monitor the project area to assess the overall condition of native vegetation plantings, including invasive weed growth. We will observe stormwater structure function, soil erosion, and remove minor amounts of trash and debris from the natural areas. We will provide e-mail updates of monitoring observations and recommendations following site visits.

This task includes a minimum of two monitoring/weed control visits for the three areas during the growing season of each year, 2024-2026 (April-October). Spot-mowing, spot-herbiciding, and hand removal will help reduce the coverage of invasive weed species and promote the establishment of seeded native species. Weeds including purple loosestrife, cattail, reed canary grass, common reed, thistles, teasel, clovers, crown vetch, and other aggressive undesirable species will be targeted for control. Weed control includes herbiciding of buckthorn, willow, and poplar saplings/seedlings growing within the native planting areas. Weed control will be completed by Illinois Certified Pesticide Applicators using herbicides labeled for control of target weeds, during susceptible periods of weed life cycles to effectively reduce their coverage.

Note that the U.S. and Illinois Environmental Protection Agency (EPA) adopted National Pollutant Discharge Elimination System (NPDES) regulations for weed and algae control. We will continue to operate under the ILG-87 pesticide permit that was renewed for a five-year period beginning in Fall 2022, for the site. We have attempted to anticipate requirements or fees associated with herbicide applications costs in the Fee Estimate below. However, if unforeseen costs arise more than the budgeted amount, we will notify you prior to completing the necessary services and prepare a supplemental proposal, as needed.

Task 2 – Supplemental Seed Installation: CBBEL will provide supplemental seeding within the natural areas each year. We will install supplemental seed of competitive species from the native seed lists in the plans. We will annually install up to 0.3 acre of native seed mix in sparsely vegetated areas and weedy areas to help promote the establishment of the desired native plants and compete against weed species, with most of the seed earmarked for the SE buffer that continues to establish. We will install seed by hand and rake or imbed into the soil in attempting to achieve good seed to soil contact for best germination.

Task 3 – Summary Report: Each year's natural area maintenance and monitoring activities will be documented in a summary report. The report will contain our observations of the overall condition of the natural areas, hydrology/water levels, soil erosion, native vegetation establishment, and invasive weed growth and will include a photo exhibit. The summary report will be prepared and sent to you by January 31st of the following year, or as arranged.

Task 4 – Prescribed Burn Management: We will complete a prescribed burn of the three natural areas on a date in Spring (March-April) 2025, weather permitting, with a backup date of Fall (November-December) 2025. Prescribed burns are recommended every three years for natural areas in the early establishment period or every five or more years for well-established sites to benefit native plant species, discourage non-native weeds, and help kill undesirable woody seedlings. A breakdown of burn tasks follows.

Task 4A – Burn Administration: This task includes administration tasks associated with commencement of prescribed burning, including acquisition of state and/or local burn permits, prescribed burn insurance and coordination, correspondence, and processing with these agencies. Prescribed burn administration costs will be billed lump sum as itemized in the Fee Estimate below.

Task 4B – Preparation for Prescribed Burning: We will acquire IEPA Open Burning and any local permits, prepare a neighbor notification postcard, compile addresses for notifications, and notify the local fire district and others prior to the date and time of the burn. This task includes mobilization and equipment preparation prior to arrival on-site and following the burn. We will mail out neighbor notification postcards to residences, businesses, public institutions, etc. within 500 feet of the burn site to provide proper notification of an upcoming prescribed burn. Neighbors will be notified approximately two weeks in advance of the prescribed burn. We will provide the City with a digital pdf of the neighbor notification postcard to forward email notice of the upcoming burn. CBBEL will contact residents by telephone or email who respond to our postcard requesting one day in advance notice.

This task does not include incidental costs that may be incurred from the local fire district or others. Although incidental costs are not anticipated, these costs will not be the responsibility of CBBEL and will be forwarded to the City upon receipt.

Task 4C – Prescribed Burn: We will complete a prescribed burn during Spring (March-April) or Fall (November-December) 2025, weather permitting. Note that areas such as basin shorelines, sparsely vegetated, and open water will likely result in a patchy burn; more densely vegetated areas will result in a more complete burn. The burn is expected to benefit the basins by setting back undesirable woody growth, and result in carbon-rich blackened areas that stimulate root growth of higher quality native prairie grass and wildflower species.

CBBEL personnel are trained in controlled burn procedures and have received The Nature Conservancy Chicago Wilderness burn crew certification. CBBEL's burn bosses have been certified as Prescribed Burn Managers by the Illinois Department of Natural Resources. CBBEL's mobilization and fire suppression equipment will include the use of a pickup truck with 100-gallon water tank and spray hose, backpack sprayers, flappers, fire rakes, Pulaski axe, and chain saws, as needed. Wildland fire fighting clothing, helmets, and accessories including radios and/or cell phones will be used.

Every prescribed burn is unique because conditions vary by site and by day, therefore results will vary. Primary objectives of a controlled burn are to reduce invasive species, increase biological diversity, and reduce fuel buildup. CBBEL will attempt to

burn the targeted vegetation present, but actual burn coverage will be limited by water level, wind speed and direction, humidity, temperature, vegetation moisture content, topography, structures, fences, etc. The available fuels, the structure of the fuels and weather conditions all influence fire behavior. Please be advised that unburned vegetation will likely exist after completion of burning due to the limitations noted above and that lower limbs of trees, particularly conifers, may be killed or pruned by fire (see the attached Conditions for Prescribed Burning page).

Task 5 – Project Management, Coordination, & Correspondence: We will provide correspondence and coordinate activities during the 3-year post-permit M&M period and will respond to City inquiries and information requests. We will provide email updates on the project budget, scheduled activities, items concern, recommendations for remediation, etc.

FEE ESTIMATE

2024

Task 1 – Site Monitoring and Weed Control	\$ 3,750
Task 2 – Supplemental Seed Installation	\$ 750
Task 3 – Summary Report	\$ 1,100
Task 5 – Project Management, Coordination, & Correspondence	\$ 500
Direct Costs (6%)	<u>\$ 370</u>
Total 2024	\$ 6,470

2025

Task 1– Site Monitoring and Weed Control	\$ 3,900
Task 2 – Supplemental Seed Installation	\$ 750
Task 3 – Summary Report	\$ 1,150
Task 4 – Prescribed Burn Management	\$ 5,500
Task 5 – Project Management, Coordination, & Correspondence	\$ 500
Direct Costs (6%)	<u>\$ 700</u>
Total 2025	\$12,500

2026

Task 1– Site Monitoring and Weed Control	\$ 4,050
Task 2 – Supplemental Seed Installation	\$ 800
Task 3 – Summary Report	\$ 1,200
Task 5 – Project Management, Coordination, & Correspondence	\$ 550
Direct Costs (6%)	<u>\$ 400</u>
Total 2026	\$ 7,000

We will bill you at the hourly rates specified on the attached Schedule of Charges, noting that the labor charge for prescribed burning is a minimum \$200 per hour. We establish our contract in accordance with the attached General Terms and Conditions and Conditions for Prescribed Burning. Direct costs for photocopying, report binding, mailing, mileage, herbicide, seed, burn ignition fuel, burn permits and equipment are included in the Fee Estimate. Direct costs for blueprints, overnight delivery, non-burn permits, and messenger services are not anticipated and are not included in the Fee Estimate.

These General Terms and Conditions and Conditions for Prescribed Burning are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested meetings or additional services are not included in the preceding Fee Estimate and will be billed at the attached hourly rates.

Please sign and return one copy of this agreement and the Conditions for Prescribed Burning page as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Michael E. Kerr, PE
President

Encl. 2024 Schedule of Charges
General Terms and Conditions
Conditions for Prescribed Burning

THIS PROPOSAL, SCHEDULE OF CHARGES, GENERAL TERMS & CONDITIONS,
AND CONDITIONS FOR PRESCRIBED BURNING ACCEPTED FOR THE CITY OF
WEST CHICAGO:

BY: _____
TITLE: _____
DATE: _____

EJ/JMA/TTB/hmc
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**CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
EFFECTIVE JANUARY 1, 2024 THROUGH DECEMBER 31, 2024**

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI	275
Engineer V	235
Engineer IV	200
Engineer III	175
Engineer I/II	155
Survey V	240
Survey IV	220
Survey III	200
Survey II	160
Survey I	135
Engineering Technician V	215
Engineering Technician IV	190
Engineering Technician III	140
Engineering Technician I/II	125
CAD Manager	210
CAD II	155
GIS Specialist III	175
Landscape Architect	200
Landscape Designer III	155
Landscape Designer I/II	120
Environmental Resource Specialist V	235
Environmental Resource Specialist IV	190
Environmental Resource Specialist III	150
Environmental Resource Specialist I/II	125
Environmental Resource Technician	140
Business Operations Department	160
Engineering Intern	75
<u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

These rates are in effect until December 31, 2024, at which time they will be subject to change.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions

of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

CONDITIONS FOR PRESCRIBED BURNING

Prescribed or controlled burning is "the careful ignition of ecosystem restorations, mitigations and natural areas under exacting weather conditions to achieve specific resource management objectives". Controlled burning is a permitted and potentially hazardous activity, to be undertaken at the peril of those so choosing. Christopher B. Burke Engineering, Ltd. shall be referred to in this document as CBBEL.

Structures, Trees and Shrubs

All reasonable precautions will be taken to protect structures within the burn area such as non-native and evergreen trees and shrubs, lighting, fencing, sheds, etc., and protective measures will be noted in the pre-burn plan. CBBEL is not responsible or liable for any damage to these structures as their inclusion in burn management areas are inherently incompatible with the process, requiring the deployment of reasonable protective measures.

Letters of Intent

CBBEL shall be responsible for mailing letters of intent to burn to all residents/businesses, etc. within 500 feet of the burn site. These letters will be sent at least four weeks before the scheduled burn. CBBEL will notify any respondees of the notification letter on the day of the burn.

Burn Delays

If weather conditions are abnormal during the burn season and/or if there are restrictive conditions or situations under which a burn may be conducted, few or no opportunities to burn may result. In this case the client will only be invoiced for work performed in planning and preparing to conduct the burn.

Additional Costs

The client will also be responsible for any additional direct incurred costs on the project. These may include charges from local fire, police or utility companies and neighbor notification mailings.

Health and Safety

CBBEL is concerned about the health and safety of its employees and others in the burn area. If the landowner/client knows of any toxic substances, hazardous materials, or any other hazardous site conditions within the burn area CBBEL must be notified in advance of the burn. CBBEL reserves the right to cancel or reschedule the burn upon discovery of any of those elements. The client and/or landowner will only be invoiced for charges incurred thus far. The client and/or landowner shall be liable if any health problems occur due to hazardous or toxic substances present on site that CBBEL is not aware of.

I have read and understood the above and agree to terms and conditions stated:

Client Signature _____, Date _____

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 24-R-0020 – Change Order No. 1 – Boller Construction Company, Inc. for the Headworks Gate Improvement Project at the West Chicago/Winfield Wastewater Authority Regional Wastewater Treatment Plant in an Amount Not to Exceed \$278,800.00 for a Revised Contract Value of \$808,100.00

AGENDA ITEM NUMBER:

4.D.

COMMITTEE AGENDA DATE: March 7, 2024
COUNCIL AGENDA DATE: March 18, 2024

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

SIGNATURE _____

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE _____

ITEM SUMMARY:

The City of West Chicago and the Village of Winfield jointly comprise the West Chicago/Winfield Wastewater Authority (WCWWA), which owns the Wastewater Treatment Plant (WWTP), which discharges to the West Branch of the DuPage River under NPDES Permit No. IL0023469. The WWTP receives and processes over five million (5,000,000) gallons of raw sewage daily from both municipalities. The flow enters the WWTP at two locations. The flow from the City of West Chicago enters the WWTP through a 36-inch gravity interceptor at the headworks while the flow from the Village of Winfield enters the WWTP through a 20-inch forcemain into the grit chamber,

On June 19, 2023, the City Council approved Resolution No. 23-R-0052 authorizing the Mayor to award a construction Contract to Boller Construction Company, Inc. (Boller) for the Headworks Gate Improvement Project at the West Chicago/Winfield Wastewater Authority Regional Wastewater Treatment Plant in an amount not to exceed \$529,300.00. The scope of work included a project Base Bid for the headworks gate improvements, including the removal of existing gates and grating, furnishing and installation of a new stainless steel slide gate and electric actuator, new stainless steel weir gate, new hatches and grating, spraying protective lining for the concrete headworks structure as well as two of the four primary clarifiers, and miscellaneous concrete repairs and electrical work.

The project also included an Alternate Bid to spray protective and structural coating to remaining two of the four primary clarifiers, which was not part of the awarded Contract; however, Boller agreed to hold the pricing if the Alternate Bid was awarded prior to July 1, 2024. The scope of the Alternate Bid is to prepare and spray protective and structural coating over approximately 5,600 square feet of wall surface. To exercise the award of the Alternate Bid was discussed recently with the Village of Winfield staff with a positive response.

Staff recommends approval of Change Order No. 1 in an amount of \$278,800.00. This project is funded through the WCWWA. The revised substantial completion date will be May 31, 2024, and the revised final completion date will be June 14, 2024.

CITY OF WEST CHICAGO

ACTIONS PROPOSED:

Approve Resolution No. 24-R-0020 authorizing the Mayor to approve Change Order No. 1 with Boller Construction Company, Inc. of Waukegan, Illinois, for the Headworks Gate Improvement Project at the West Chicago/Winfield Wastewater Authority Regional Wastewater Treatment Plant in an amount not to exceed \$278,800.00 for a revised contract value of \$808,100.00

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 24-R-0020

A RESOLUTION AUTHORIZING THE MAYOR TO APPROVE CHANGE ORDER NO. 1 WITH BOLLER CONSTRUCTION COMPANY, INC. OF WAUKEGAN, ILLINOIS, FOR THE HEADWORKS GATE IMPROVEMENT PROJECT AT THE WEST CHICAGO/WINFIELD WASTEWATER AUTHORITY REGIONAL WASTEWATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$278,800.00 FOR A REVISED CONTRACT VALUE OF \$808,100.00

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to approve Change Order No. 1 with Boller Construction Company, Inc. of Waukegan, Illinois, for the Headworks Gate Improvement Project at the West Chicago/Winfield Wastewater Authority Regional Wastewater Treatment Plant in an amount not to exceed \$278,800.00 for a revised contract value of \$808,100.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 18th day of March 2024.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Ruben Pineda, Mayor

ATTEST:

Valeria Perez, Executive Office Manager

CHANGE ORDER NO. 1

Owner:	City of West Chicago	Owner's Project No.:	W0160130
Engineer:	Clark Dietz, Inc.	Engineer's Project No.:	W0160131
Contractor:	Boller Construction Company, Inc.	Contractor's Project No.:	23168
Project:	Headworks Gate Improvements Project		
Contract Name:	Headworks Gate Improvements Project		
Date Issued:	March 18, 2024		

The Contract is modified as follows upon execution of this Change Order:

Description:

Addition of alternative bid item for concrete protective coating of primary clarifiers 1 and 2. Surface to be prepared, resurfaced with Ceramico and coated with G435 Perma – Glaze per the specifications. Applicable surface area on the primary clarifiers shall include the side wall surfaces and the support pillars up to the waterline.

Attachments:

- Cost Summary

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>529,300.00</u>	Original Contract Times: Substantial Completion: <u>10/24/2023</u> Ready for final payment: <u>11/23/2023</u>
Increase this Change Order: \$ <u>278,800.00</u>	Increase of this Change Order: Substantial Completion: <u>5/31/2024</u> Ready for final payment: <u>6/14/2024</u>
Contract Price incorporating this Change Order: \$ <u>808,100.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>5/31/2024</u> Ready for final payment: <u>6/14/2024</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By _____	By _____	By _____
Engineer	Owner	Contractor
Title _____	Title: _____	Title _____
Date _____	Date: _____	Date _____

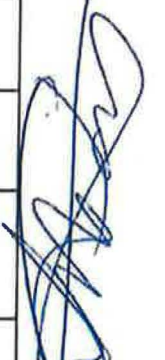
SCHEDULE OF VALUES

Headworks Gate Improvements Project

The Bidder's lump sum price proposed on the Bid Form, is based upon the following items of equipment and materials as shown on the Contract Drawings and described in the Contract Specifications or subsequent clarifications of coating sections. Failure to submit this fully completed form with the Bid Form shall cause rejection of this bid as non-responsive.

Base Bid

No.	Item	Price
1	General Cost Items (mobilization, bonds, insurance, field supervision)	\$ 43,800
2	Demolition/Removals	\$ 31,300
3	Slide Gate and Actuator <ul style="list-style-type: none"> • Equipment • Installation 	\$ 23,600 \$ 6,900
4	Weir Gate <ul style="list-style-type: none"> • Equipment • Installation 	\$ 12,000 \$ 6,000
5	Concrete Protective Coating of Headworks Influent Chamber per Section 09 96 00 <ul style="list-style-type: none"> • Surface Preparation • Installation 	\$ 6,000 \$ 57,200
6	Hatches & Tread <ul style="list-style-type: none"> • Equipment • Installation 	\$ 33,500 \$ 11,800
7	6" Concrete Curb	\$ 3,000
8	Electrical Work	\$ 17,800
9	Coat the floor of the Headwork's	\$ 18,900
	(Sum of Items 1-8)	\$ 252,900
	(Sum of Items 1-9)	\$ 271,800
	Concrete Protective Coating of Primary Clarifiers 1-2 5,600 sq ft. <ul style="list-style-type: none"> • Surface Preparation • Resurface with Ceramico • Installation G435 Perma – Glaze 	\$ 257,500
	Alternative Bid Item – Needs to Be Awarded by July 1, 2024 Concrete Protective Coating of Primary Clarifiers 3-4 5,600 sq ft. <ul style="list-style-type: none"> • Surface Preparation • Resurface with Ceramico • Installation G435 Perma – Glaze 	\$ 278,800

5/23/23
 1:59 PM


CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 24-R-0021 – Contract Amendment No. 1 – Cemetery Management, Inc. (John B. Reynolds) for Cemetery Sexton Services in an amount of \$25,000.00 for a revised not to exceed amount of \$45,000.00 for FY 2024

AGENDA ITEM NUMBER:4E.**COMMITTEE AGENDA DATE:** March 7, 2024**COUNCIL AGENDA DATE:** March 18, 2024**STAFF REVIEW:** Mehul T. Patel, P.E., Director of Public Works**SIGNATURE** _____**APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** _____**ITEM SUMMARY:**

Annually, the City employs, as an independent contractor, a Cemetery Sexton to supervise and direct all activities in the Glen Oak and Oakwood Cemeteries, including, but not limited to, sales of gravesites, performing grave openings and closings, grounds maintenance, and preparation and maintenance of records and reports for submittal to the City. Since May 7, 1990, Mr. John Reynolds of Cemetery Management, Inc. (CMI) has contractually been the City's Cemetery Sexton. The City pays Mr. Reynolds an annual sexton salary of \$7,200.00, plus additional costs associated with interments, grounds maintenance, and other contractual services as requested. The number of interments, and number of snow removal events, remain the unknown factors that impact budgeted expenditures; however, the City averages about \$18,000.00 annually for interments since 2017.

The most recent contract with CMI expired at the end of December 31, 2023. Prior to the expiration of the contract, staff met with CMI to discuss renewal options. CMI had submitted a proposal for continued services at both cemeteries between January 1, 2024, thru December 31, 2026, with price increases for most of its services. The most notable cost increase was in the ground maintenance activities, up 144% and 50% for Glen Oak and Oakwood Cemeteries, respectively. The broadleaf weed control and fertilizer application were proposed at 88% and 39% for Glen Oak and Oakwood Cemeteries, respectively. For pricing comparison, City staff included the grounds maintenance services for both cemeteries as an alternate bid in its 2024 Rights-of-Way (ROW) Maintenance Program which also included 131 other locations throughout the City. Staff received much more favorable pricing for the grounds maintenance related items at the cemeteries through its 2024 ROW Maintenance Program. On February 19, 2024, the City Council approved Resolution No. 24-R-0011 with Adlawn Landscaping, Inc. for the 2024 ROW Maintenance Program.

While staff worked to determine the best options for the ground maintenance related items, a short-term contract with CMI in the amount not to exceed \$20,000.00 was approved administratively to continue other services at the cemeteries. This contract is set to expire on March 31, 2024, and needs to be extended until the end of FY 2024. Due to satisfactory past performance, it is staff's recommendation that the contract be extended to December 31, 2024. Appropriate funds are budgeted under 01-09-23-4209 (\$25,000.00); 01-09-23-4216 (\$7,800.00); 01-09-23-4217 (\$7,200.00) and 01-09-23-4225 (\$5,000.00).

ACTIONS PROPOSED:

Approve Resolution No. 24-R-0021 authorizing the Mayor to execute a Contract Amendment No. 1 with Cemetery Management, Inc. (John B. Reynolds) for Cemetery Sexton Services in an amount of \$25,000.00 for a revised not to exceed contract amount of \$45,000.00 for FY2024

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 24-R-0021

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AMENDMENT NO. 1 WITH CEMETERY MANAGEMENT, INC. (JOHN B. REYNOLDS) FOR CEMETERY SEXTON SERVICES IN AN AMOUNT OF \$25,000.00 FOR A REVISED NOT TO EXCEED CONTRACT AMOUNT OF \$45,000.00 FOR FY2024

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 Amendment No. 1 with Cemetery Management, Inc. (John B. Reynolds) for Cemetery Sexton Services in an amount of \$25,000.00 for a revised not to exceed contract amount of \$45,000.00 for FY2024, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 18th day of March 2024.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

Executive Office Manager, Valeria Perez

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 24-R-0022 – Contract Award - BLA, Inc. for Professional Construction Engineering Services for IL-38 & Technology Boulevard Traffic Signal Installation Project in the Amount Not to Exceed \$74,391.00

AGENDA ITEM NUMBER:4.F.**COMMITTEE AGENDA DATE:** March 7, 2024**COUNCIL AGENDA DATE:** March 18, 2024**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 Road) and Technology Boulevard. The Illinois Department of Transportation (IDOT) 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 (DCEO). The total construction and engineering costs associated with IL-38 & Technology Boulevard Traffic Signal Installation Project are listed at \$600,000.00, which is also the State-approved grant amount. The City received the fully executed Grant Agreement dated September 27, 2023, from DCEO, with the terms expiring on October 31, 2025, which is also when the project must be constructed by and formally closed out with DCEO.

The project scope includes traffic signal installation, LED lighting, LED mast arm signage, pavement marking improvements, and other miscellaneous items to complete the project. The preliminary cost estimate for the construction phase is \$664,639.64 due to the addition of approach intersection lighting. The design and permitting process with IDOT for the installation of the traffic signal on IL-38 is currently ongoing with anticipation of construction in summer 2024, depending on material availability. Currently, industry professionals are anticipating 20+ weeks of material lead time for many traffic signal apparatuses.

Construction Engineering (CE) is required to ensure that the Project is completed and documented in accordance with IDOT-approved plans, specifications, and policies. Furthermore, CE services are required and selected through a process known as Qualifications Based Selection (QBS). This process follows the Illinois DCEO's recommended *Proposals - 2 CFR 200.320(b)(2)* procurement guidelines. These procurement guidelines must be followed when the total project procurement, including construction and engineering costs, exceeds the Simplified Acquisition Threshold of \$250,000.00, which is set by the federal government.

Most Qualified Firm (MQF) is selected based on the QBS evaluation process. On January 16, 2024, a public notice was advertised seeking a Statement of Interest (SOI) from qualified engineering firms for CE services. After a three-week advertising period, nine SOIs were evaluated by February 13, 2024.

CITY OF WEST CHICAGO

The following are the results of the evaluation:

ENGINEERING FIRMS	AVERAGE WEIGHTED TOTAL	OVERALL RANK
BLA, Inc.	86.55	1
Gonzalez	84.80	2
HR Green	84.75	3
Thomas Engineering Group	83.15	4
Michael Baker International	81.93	5
Engineering Services Group	78.68	6
DLZ Illinois, Inc.	N/A	N/A
CivilTech	N/A	N/A
SPACECO, Inc.	N/A	N/A

Note: Average Weighted Total and Overall Rank are denoted as N/A or Not Applicable for firms not meeting the minimum SOI submittal requirements

Based on the QBS process, BLA, Inc. is determined to be the MQF for this Project. Staff solicited a cost proposal from BLA following the QBS process. BLA's scope of work will include project start-up, construction observation, construction layout verification, project coordination with the City, contractor, businesses as well as other stakeholders, and project closeout. Material testing is also included in the proposed agreement, which will be completed by ESI's sub-consultant Chicago Testing Laboratory (CTL).

BLA's original proposed scope and service fees were \$126,865.00. After successful negotiations, BLA was able to reduce its proposed fees by \$52,474.00, or 41.4%, to a new proposed lump sum fee not to exceed \$74,391.00. Typically, CE service fees range from 10% to 15% of the construction cost. BLA's proposed CE agreement amount is 11.2% of the preliminary project construction cost estimate of \$664,639.64. CE costs need to be initially funded by the City; therefore, \$38,000.00 is budgeted in the FY 2024 budget under Motor Fuel Tax Fund Account No. 16-34-58-4807. The City will seek up to \$600,000.00 in reimbursement for the Construction and Engineering services cost through DCEO at the completion of the Project.

BLA's proposal of \$74,391.00 is \$36,391.00 over the FY 2024 budgeted amount of \$38,000.00. Staff is proposing to fund the \$36,391.00 overage from the same Motor Fuel Tax Fund Account No. 16-34-5-4807 as the staff does not anticipate expending the construction engineering budget in the amount of \$222,100.00 for the Town Road Reconstruction Project in FY 2024.

ACTIONS PROPOSED:

Approve Resolution No. 24-R-0022 authorizing the Mayor to execute the professional services agreement with BLA, Inc. of Itasca, Illinois for the construction engineering services related to the IL-38 & Technology Boulevard Traffic Signal Installation Project in the amount not to exceed \$74,391.00

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 24-R-0022

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE
PROFESSIONAL SERVICES AGREEMENT WITH
BLA, INC. OF ITASCA, ILLINOIS, FOR THE
CONSTRUCTION ENGINEERING SERVICES RELATED TO
IL-38 & TECHNOLOGY BOULEVARD TRAFFIC SIGNAL INSTALLATION
PROJECT
IN AN AMOUNT NOT TO EXCEED \$74,391.00**

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 the professional services agreement with BLA, Inc. of Itasca, Illinois for construction engineering services related to the IL-38 & Technology Boulevard Traffic Signal Installation Project in the amount not to exceed \$74,391.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 18th day of March 2024.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Ruben Pineda, Mayor

ATTEST:

Valeria Perez, Executive Office Manager



February 21, 2024

Dave Shah, P.E.
Asst. Director of Public Works
City of west Chicago
475 Main Street
West Chicago, IL 60185

RE: Phase III Engineering Proposal (Construction Resident Engineer)
Traffic Signal Installation - IL 38 (Roosevelt Rd.) & Technology Boulevard

Dear Mr. Shah,

Thank you for giving us the opportunity to assist the City of West Chicago with the IL 38 (Roosevelt Rd.) & Technology Boulevard Traffic Signal Installation Project. This project will include the installation of new traffic signals at the corners of Technology Boulevard and IL 38 and will include new lighting to help make this intersection safer for the community. We are looking forward to working with you on the construction aspect of this project.

Attached is an estimate reflecting the costs of providing full-time phase III engineering services for your review and approval. We plan on using **John Supple** as the resident engineer for the project. John will be on site on a full-time basis when the contractor is working and take a proactive role in communicating with the businesses throughout the project to ensure they are kept fully informed of construction activities.

The scope of work is proposed as follows; BLA will be present on-site during construction and attend any site meetings or progress meetings as requested by the client. The Engineer or a BLA representative shall be always present when the various elements of construction are being worked on, or as otherwise agreed to by the Owner and Engineer in writing and will monitor the progress and quality of the work to ensure the Work is being performed in conformance with contract documents. The scope of work also includes Quality Assurance for concrete and asphalt materials utilized on the project. We will be using Chicago Testing Laboratory (CTL) for all material assurance testing.

Based on onsite observations as the Owners Representative, the Engineer shall keep the Owner informed of the progress and quality of the work and shall endeavor to guard the Owner against defects and deficiencies in the work. The Engineer shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and responsibility under the Contract for Construction.

The Engineer shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Engineer shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

Mr. Dave Shah
City of West Chicago
IL 38 Traffic Signals
February 19, 2024
Page 2

We appreciate the opportunity to work with you on this project and are looking forward to a timely completion. If you have any questions or need additional information, please do not hesitate to contact me at 630-688-0942 or kfield@bla-inc.com.

BLA, Inc. proposes to perform this work for a lump sum fee not to exceed.....\$74,391.00

Any items not specifically included in the above scope of services will be considered extra work to be performed at your direction.

In addition to the hourly rates for professional services, expenses for any outside costs such as reproducible items, prints, and delivery charges will be billed to you at cost plus a 15% fee for handling.

Invoices will be mailed out monthly. Payment is to be made within thirty days after receipt of our invoice.

Please let us know if any of the above information does not represent your understanding of anticipated services. If this correctly reflects your instructions and is acceptable, please sign below and return one copy for our file.

Thank you again for requesting BLA, Inc., to serve your needs.

BLA, INC.



Dan Bruckelmeyer, P.E.
Chief Executive Officer



Kerry Field, P.E.
Vice President

ACCEPTANCE:

BY: _____

TITLE: _____

DATE: _____



COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET
ANNIVERSARY RAISE

Local Public Agency West Chicago	County DuPage	Section Number 2022-043-TS
Prime Consultant (Firm) Name BLA, Inc.	Prepared By Kerry Field	Date 2/14/2024
Consultant / Subconsultant Name BLA, Inc.	Job Number 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Cost estimate to perform Phase III services for IL 38 (Roosevelt Rd.) - Traffic Signal Installation @ Technology Boulevard.

PAYROLL ESCALATION TABLE

CONTRACT TERM	4	MONTHS	OVERHEAD RATE	121.52%
START DATE	7/1/2024		COMPLEXITY FACTOR	0
RAISE DATE	ANNIVERSARY		% OF RAISE	2.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

2

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

0.33%

The total escalation for this project would be:

0.33%

Local Public Agency	County	Section Number
West Chicago	DuPage	2022-043-TS
Consultant / Subconsultant Name		Job Number
BLA, Inc.		

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	0.33%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Director of Construction Engineering	\$86.00	\$86.00
Resident Engineer II	\$61.20	\$61.40
Construction Engineer I	\$35.60	\$35.72
Senior Marketing Coordinator	\$39.12	\$39.25

Local Public Agency
 West Chicago
 Consultant / Subconsultant Name
 BLA, Inc.

County
 DuPage

Section Number
 2022-043-TS
 Job Number

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
 EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	52	\$65.00	\$3,380.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)	50	\$1.15	\$57.50
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$3,437.50

Local Public Agency

West Chicago

County

DuPage

Section Number

2022-043-TS

Consultant / Subconsultant Name

BLA, Inc.

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

OVERHEAD RATE **121.52%**

COMPLEXITY FACTOR **0.00%**

TASK	DIRECT COSTS	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Project Management		8	688	836	227		1,751	2.35%
Construction Inspection & Documentation		414	25,421	30,892	8,389		64,702	86.98%
Public Relations - Project Brouchures		4	157	191	52		400	0.54%
			-	-	-		-	-
Materials QA (CTL)			-	-	-	4,040	4,040	5.43%
			-	-	-		-	-
			-	-	-		-	-
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Subconsultant DL							\$59.88	0.08%
Direct Costs Total ==>	\$0.00						\$3,437.50	4.62%
TOTALS		426	26,266	31,919	8,668	4,040	74,391	100.00%

58,185

Local Public Agency

West Chicago

County

DuPage

Section Number

2022-043-TS

Consultant / Subconsultant Name

BLA, Inc.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Management			Construction Inspection & Documentation			Public Relations - Project Brouchures			Materials QA (CTL)					
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg			
Director of Construction Engineering	86.00	8.0	1.88%	1.62	8	100.00%	86.00												
Resident Engineer II	61.40	414.0	97.18%	59.67				414	100.00%	61.40									
Construction Engineer I	35.72	0.0																	
Senior Marketing Coordinator	39.25	4.0	0.94%	0.37							4	100.00%	39.25						
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TOTALS		426.0	100%	\$61.66	8.0	100.00%	\$86.00	414.0	100%	\$61.40	4.0	100%	\$39.25	0.0	0%	\$0.00	0.0	0%	\$0.00

IL 38 (Roosevelt Rd.) Traffic Signal Installation @ Technology Blvd.

City of west Chicago

Request for Proposal

BLA, Inc.

Projected Monthly Manpower Schedule

Month Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	Total Hours
2024															
BLA, Inc.	Month of	01/10/24	02/01/24	03/01/24	04/01/24	05/01/24	06/01/24	07/01/24	08/01/24	09/01/24	10/01/24	11/01/24	12/01/24	01/01/25	02/01/25
Principal															0
Director of Const Eng (PM)									4	4					8
Resident Engineer I									174	160		80			414
Construction Engineer I															0
Sr. Marketing Coordinator								4							4
															0
															0
Totals	0	0	0	0	0	0	0	4	178	164	0	80	0	0	426
Cummulative Manhours	0	0	0	0	0	0	0	4	182	346	346	426	426	426	426
Multiplier	0.0000														
Vehicle Days									22	20	10				52
DIRECT COSTS															
Vehicle Costs	Days		Total	Days											
	\$65.00 /Day		52	Days		\$3,380.00									
Phone/Radio	/Mo		0	Mo		\$ -									
Printing	\$ 1.15 each		50			\$ 57.50									
Web Site Establishment						\$ -									
						\$3,437.50									

Normal Work Week: Days/Month	22
8 hrs/day	174
9 hrs/day	196
9 hrs/day + 2 Saturdays	212
10 hrs /day	218
10 hrs/day + Sat.	224

Scope of Engineering Services

BLA will be responsible for the performance of the construction engineering services for the City. Specific tasks shall include, but are not limited to:

- a. Survey; the project will be stationed and contractor layout will be checked for accuracy.
- b. Completion of contract documents including bid specifications and engineering plan set.
- c. Attend a pre-construction conference hosted by IDOT with the contractor, City and other parties as deemed necessary by the City.
- d. Obtain from the contractor a list of proposed suppliers and subcontractors and make recommendations to IDOT and City regarding the suitability of the subcontractors for the proposed work.
- e. Review the construction schedule submitted by the contractor for compliance with the contract.
- f. Check and approve or reject and request resubmittal of any submittals made by the contractor for compliance with the contract documents.
- g. Observe the progress and quality of the executed work to determine if the work is proceeding in accordance with the contract documents.
- h. The Resident Engineer shall keep the City informed of the progress of the work, guard the City against defects and deficiencies in the work, advise the City of all observed deficiencies of the work and disapprove or reject all work failing to conform to the contract documents.
- i. Provide extensive on-site observations of the work in progress and field checks of materials and equipment through a Resident Engineer or Inspector, who shall:
 1. *Serve as the City's liaison with the contractor working principally through the contractor's field superintendent*
 2. *Attend all construction conferences as necessary and maintain and circulate copies of records of the meetings*
 3. *Perform weekly traffic-control inspections documented on IDOT Traffic Control Inspection forms and notify the contractor of, and take appropriate steps to correct, any deficiencies noted*
 4. *Maintain orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original contract documents including all addenda, change orders and additional drawings issued subsequent to the award of the contract*
 5. *Record names, addresses and telephone numbers of all contractors, subcontractors and major material suppliers*
 6. *Prepare payment requisitions and change orders and review applications for payment with the contractor for compliance with established submission procedure and forward them with recommendations to the City for processing.*
 7. *Prior to final inspection, submit to the contractor a list of observed items requiring correction and verify that each correction has been made*
 8. *Conduct final inspection with the City and prepare a final list of items to be corrected*
 9. *Verify that all items on the final list have been corrected and make recommendations to the City concerning project acceptance*

10. Except upon written instructions of the City, the Resident Engineer or Inspector shall not authorize any deviation from the contract documents

11. Carry and use a mobile phone during contractor's working hours

- j. Keep an inspector's daily report log and quantity record keeping system or other approved format appropriate for the project to record hours on the job site, weather conditions, general/specific observations, daily activities, quantities placed, inspections, decisions and list of visiting officials.
- k. Determine if the project has been completed in accordance with the contract documents and if the contractor has fulfilled all obligations.
- l. Shop drawings and contractor submittals:
 - 1. *Record data received, maintain a file of drawings and submissions and check construction for compliance with them.*
 - 2. *Review contractor's submittals for compliance with contract documents. Notify the City of any deviations or substitutions. With the notification, provide the City with a recommendation for acceptance or denial and request direction from the City regarding the deviation or substitution.*
 - 3. *Alert the contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the City when it is necessary to disapprove work as failing to conform to the contract documents.*
- m. Check record drawings including any field changes/revisions. Provide the City a copy of said record drawings.

The Engineer shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and responsibility under the Contract for Construction. The Engineer shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Engineer shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.



EXHIBIT D
 COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET
 ANNIVERSARY RAISE

Local Public Agency City of West Chicago	County DuPage County	Section Number 2022-043-TS
Prime Consultant (Firm) Name BLA	Prepared By Eric Brown	Date 2/15/2024
Consultant / Subconsultant Name Chicago Testing Laboratory, Inc.	Job Number C-9x-xxx-xx	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	8	MONTHS	OVERHEAD RATE	168.78%
START DATE	4/1/2024		COMPLEXITY FACTOR	0
RAISE DATE	ANNIVERSARY		% OF RAISE	2.00%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

4

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

0.67%

The total escalation for this project would be: 0.67%

Local Public Agency

County

Section Number

City of West Chicago

DuPage County

2022-043-TS

Consultant / Subconsultant Name

Job Number

Chicago Testing Laboratory, Inc.

C-9x-xxx-xx

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	0.67%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$85.00	\$85.57
Project Manager	\$51.36	\$51.70
Materials Technician	\$47.82	\$48.14

Local Public Agency

City of West Chicago

County

DuPage County

Section Number

2022-043-TS

Consultant / Subconsultant Name

Chicago Testing Laboratory, Inc.

Job Number

C-9x-xxx-xx

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	4	\$32.50	\$130.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/MyIars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/MyIars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)	1	\$704.00	\$704.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$834.00

Chicago Testing Laboratory

Task #	Description	Unit Rate	Quantity	Total
1	Washed Gradation	160	2	320
2	PCC Compressive Strength	24	16	384
	Total			704

Local Public Agency

City of West Chicago

County

DuPage County

Section Number

2022-043-TS

Consultant / Subconsultant Name

Chicago Testing Laboratory, Inc.

Job Number

C-9x-xxx-xx

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

OVERHEAD RATE

COMPLEXITY FACTOR

TASK	DIRECT COSTS	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Administration		1	86	144	28		258	6.39%
Project Management		4	207	349	68		624	15.45%
Field Testing		16	770	1,300	254		2,324	57.52%
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Subconsultant DL							\$0.00	
Direct Costs Total ==>	\$0.00						\$834.00	20.64%
TOTALS		21	1,063	1,793	350	-	4,040	100.00%

2,856

Local Public Agency

City of West Chicago

County

DuPage County

Section Number

2022-043-TS

Consultant / Subconsultant Name

Chicago Testing Laboratory, Inc.

Job Number

C-9x-xxx-xx

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET ANNIVERSARY RAISE

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Administration			Project Management			Field Testing								
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Principal	85.57	1.0	4.76%	4.07	1	100.00%	85.57												
Project Manager	51.70	4.0	19.05%	9.85				4	100.00%	51.70									
Materials Technician	48.14	16.0	76.19%	36.68							16	100.00%	48.14						
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TOTALS		21.0	100%	\$50.60	1.0	100.00%	\$85.57	4.0	100%	\$51.70	16.0	100%	\$48.14	0.0	0%	\$0.00	0.0	0%	\$0.00

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 24-R-0023 – 2024 Local Limits Study Evaluation Report

AGENDA ITEM NUMBER:

4.9.

COMMITTEE AGENDA DATE: March 7, 2024

COUNCIL AGENDA DATE: March 18, 2024

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

SIGNATURE _____

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE _____

ITEM SUMMARY:

Regulated by permit issued by the Illinois Environmental Protection Agency (IEPA), the West Chicago/ Winfield Wastewater Authority's (WCWWA) Regional Wastewater Treatment Plant accepts and treats all sanitary waste discharged from residential and non-residential properties within the City of West Chicago and Village of Winfield. Non-residential waste is regulated by the Municipality's Sewer Use Ordinance (i.e., Chapter 18 of the City of West Chicago Code of Ordinances), which identifies pollutant limitations and parameters (referred to as local limits) of the waste discharge.

On April 19, 2022, the IEPA Division of Water Pollution Control reissued, to the City, NPDES Permit No. IL0023469 authorizing the WCWWA's Regional Wastewater Treatment Plant to discharge to the West Branch of the DuPage River in accordance with the Effluent Limitations, Monitoring, and Reporting requirements; Special Conditions and Attachment H Standard Conditions of said permit. Special Condition 11.A.3 of reissued NPDES Permit No. IL0023469 requires the WCWWA to conduct a technical re-evaluation of its local limitations consistent with U.S. EPA's Local Limits Development Guidance 9 (July 2004) and submit the evaluation and any proposed revisions to the WCWWA's local limits to the IEPA and U.S. EPA Region 5 for review and approval. The technical re-evaluation report must be submitted to the IEPA and U.S. EPA Region 5 by April 19, 2024.

Baxter & Woodman, Inc. of Crystal Lake, Illinois conducted a technical re-evaluation of the WCWWA's local limitation, to prepare an evaluation report, and to identify suggested/proposed revisions to the City's local limits. Attached for your review and consideration is a copy of the Local Limits Evaluation Report completed by Baxter & Woodman, Inc., dated February 2024. Table 1 on Page 7 of said report identifies Baxter & Woodman's recommendation for changes to the WCWWA's local limitations for regulated pollutants of concern. There is only one change recommended in current limits which is decreasing the current Nickel local limit from 0.9 mg/l to 0.6 mg/l.

The City Council needs to pass a resolution to submit the draft 2024 Local Limits Study Evaluation Report to the USEPA and IEPA for review and comment. Once the report is finalized the City Council will need to adopt an ordinance accepting the new local limits.

ACTIONS PROPOSED:

Approve Resolution No. 24-R-0023 authorizing the Mayor to accept the local limit change recommendations identified in the 2024 Local Limits Evaluation Report and authorize staff to submit said report to the IEPA and U.S. EPA Region 5 for review and approval.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 24-R-0023

**A RESOLUTION GRANTING AUTHORITY TO
SUBMIT THE LOCAL LIMITS EVALUATION TO THE USEPA**

WHEREAS, the City of West Chicago, as the Designated Operating Agency of the Wastewater Treatment Plant owned by the West Chicago/Winfield Wastewater Authority (WCWWA), requisitioned preparation of a 2023 Local Limits Evaluation by the engineering firm of Baxter & Woodman Consulting Engineers; and,

WHEREAS, in cooperation with the City of West Chicago and Village of Winfield, Baxter & Woodman Consulting Engineers prepared that certain West Chicago/Winfield Wastewater Authority, 2023 Local Limits Evaluation, dated February of 2024 (the “Local Limits Evaluation”); and,

WHEREAS, the United States Environmental Protection Agency (“USEPA”) requires that the City Council of City of West Chicago authorize submittal of the Local Limits Evaluation to the USEPA for approval; and,

WHEREAS, publicly owned treatment works (“POTWs”) that have approved pretreatment programs must continue to develop and revise local limits as necessary [40 CFR 403.5(c)(1)]; and

WHEREAS, USEPA regulations require that POTWs with approved pretreatment programs must “provide a written technical evaluation of the need to revise local limits under 40 CFR 403.5(c)(1), following permit issuance and reissuance” [40 CFR 122.44(j)(2)(ii)], and

WHEREAS, the City Council of City of West Chicago has had an opportunity to review and evaluate the Local Limits Evaluation.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the by the City Council of the City of West Chicago, in regular session assembled that staff is hereby authorized to submit the Local Limits Evaluation to the USEPA.

APPROVED this 18th day of March 2024.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Ruben Pineda, Mayor

ATTEST:

Valeria Perez, Executive Office Manager

1. EXECUTIVE SUMMARY

This report summarizes the West Chicago/Winfield Wastewater Authority's (Authority) local limits evaluation for its West Chicago Regional Wastewater Treatment Plant (WWTP), in compliance with the United States Environmental Protection Agency (USEPA), Illinois Environmental Protection Agency (IEPA), and City of West Chicago's (City) and Village of Winfield's (Village) requirements.

Local limits serve as a regulatory mechanism to control the discharge of pollutants to the Wastewater Treatment Plant, as pollutants may pose a threat to WWTP and collection system infrastructure, the environment, and human health and safety. The evaluation assesses potential risks and impacts of pollutant discharges on these systems to calculate local limits.

This evaluation aims to determine whether the Authority must revise its current local limits. The most recent update to the Authority's local limits occurred in 2017. This local limit evaluation satisfies the WWTP's NPDES Permit Special Condition 11.A.8 which requires a technical local limit evaluation to be conducted within 24 months of the effective date of the NPDES Permit (due May 1, 2024).

The calculations to develop local limits utilize 9 different sets of criteria to produce the most stringent limit that would most effectively address WWTP effluent quality concerns. These criteria are:

- National Pollutant Discharge Elimination System (NPDES) Permit Daily Limits
- NPDES Permit Monthly Limits
- Activated Sludge Inhibition Levels
- Nitrification Inhibition Levels
- USEPA 503 Sludge Ceiling Regulations (EXCLUDED)
- USEPA 503 Sludge Criteria for Clean Sludge (EXCLUDED)
- USEPA Chronic Water Quality Standards
- USEPA Acute Water Quality Standards
- Anaerobic Digester Inhibition Levels

USEPA 503 Sludge Ceiling Regulations and Criteria for Clean Sludge were excluded from this evaluation because the Authority landfills all sludge generated at the WWTP and has no plans to land apply in the future.

The table on the following page summarizes the Authority's current local limits and the proposed revisions that resulted from this evaluation. Of all pollutants evaluated, the Authority will only be decreasing Nickel's local limit, all other local limits will remain unchanged.

TABLE 1
Executive Summary Table

Pollutant (mg/L)	Current Local Limit (mg/L)	Proposed Local Limit (mg/L)
Ammonia Nitrogen	---	---
Arsenic	2.0	2.0
BOD	---	---
Cadmium	0.4	0.4
Chloride	---	---
Total Chromium	5.0	5.0
Hexavalent Chromium	0.9	0.9
Copper	2.0	2.0
Cyanide	0.3	0.3
Oil & Grease	100	100
Oil & Grease (FSE)	200	200
Lead	2.0	2.0
Mercury	0.0005	0.0005
Molybdenum	---	---
Nickel	0.9	0.6
Phosphorus	---	---
Selenium	---	---
Silver	1.0	1.0
TSS	---	---
Zinc	3.0	3.0
pH (pH Units)	5.0-10.0 S.U.	5.0-10.0 S.U.

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 24-R-0024 - Contract Award – RJN Group, Inc. for Professional Design Engineering Services Related to the 2024 SSES Repair Program in the Not to Exceed Amount of \$25,000.00

AGENDA ITEM NUMBER: 4.H.

COMMITTEE AGENDA DATE: March 7, 2024
COUNCIL AGENDA DATE: March 18, 2024

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

SIGNATURE _____

APPROVED BY CITY ADMINISTRATOR: Michael Guttman

SIGNATURE _____

ITEM SUMMARY:

In June 2022, the Infrastructure Committee directed staff to continue addressing defects identified as part of the Sanitary Sewer Evaluation Survey (SSES) via cured in place pipe, manhole lining, and five feet of lateral lining within the public rights-of-way and easements.

The 2024 Sanitary Sewer Rehabilitation Project (Project) will continue the rehabilitation of the City's sanitary collection system using trenchless technologies to address structural defects and infiltration issues in the Roosevelt Highlands Subdivision, which is generally the area between Illinois Route 59 and Gates Street, and between Dayton Avenue and Forest Avenue. The Project location was previously identified as a location of high inflow and infiltration. Most of the sanitary sewers in the Roosevelt Highlands Subdivision are located in backyard public easements. A large portion of the sanitary sewer segments in this area are obstructed by severe root intrusion, offset pipe joints, and faulty service lateral connections to the mainline sanitary sewer. The 2023 Sanitary Sewer Rehabilitation Project also took place in the same neighborhood, but the scope had to be reduced due to budgetary reasons. In 2023, approximately 4,500 lineal feet of 8" sanitary sewer and services within those segments received the cured in place pipe lining.

Due to its knowledge of SSES, familiarity and past performance, staff requested a proposal from RJN Group (RJN) for the design engineering services related to the Project. RJN's scope of work will include preparing plans, specifications and bid documents to repair approximately 2,050 feet of sewer and associated manhole rehabilitations in this area. All the work will be focused within the public right-of-way and/or easements. After successful negotiations, RJN has provided a proposal for an amount not to exceed \$25,000.00 for design engineering services. Staff feels the design costs are appropriate for a project of this scale. Staff recommend moving forward with the design of the Project.

In FY2024 Sewer Fund, Sewer Main Repairs (05-34-43-4410), \$550,000.00 has been budgeted which will be used for the 2024 SSES Repair Program.

ACTIONS PROPOSED:

Approve Resolution No. 24-R-0024 authorizing the Mayor to execute a professional services agreement with RJN Group, Inc. for design engineering services related to the 2024 SSES Repair Program in an amount Not to Exceed \$25,000.00.

CITY OF WEST CHICAGO

COMMITTEE RECOMMENDATION:

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RESOLUTION NO. 24-R-0024

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH RJN GROUP, INC. FOR FOR DESIGN ENGINEERING SERVICES RELATED TO THE 2024 SSES REPAIR PROGRAM IN AN AMOUNT NOT TO EXCEED \$25,000.00.

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 professional services agreement with RJN Group, Inc. for design engineering services related to the 2024 SSES Repair Program in an amount Not to Exceed \$25,000.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 18th day of March 2024.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

Executive Office Manager Valeria Perez



February 28, 2024

Mr. Mehul T. Patel, P.E.
Director of Public Works
City of West Chicago
1400 W. Hawthorne Lane
West Chicago, IL 60185

Subject: Proposal for Professional Engineering Services
2024 Sewer Rehabilitation Design

Dear Mr. Patel:

RJN Group, Inc. (RJN) is pleased to submit this proposal to provide design services for the sanitary sewer rehabilitation project for the City of West Chicago (City).

RJN Group, established in Wheaton, Illinois in 1975, is a professional engineering and field services firm focused on underground municipal infrastructure. We have worked with hundreds of communities and have evaluated over a quarter-billion feet of pipelines in our 49-year history.

Key Project Goals and Objectives

This proposal is being submitted to provide backyard sanitary sewer rehabilitation design in the southeast quadrant of the City, just south of Gary Elementary School as shown in Exhibit D. The remaining work includes 2,050 LF of 8" diameter cured-in-place pipelining (CIPP), 23 lateral liners, and the rehabilitation of 52 manholes. The design will be tailored to match the City's 2024 construction budget of approximately \$400,000-\$450,000.

Price and Schedule Summary

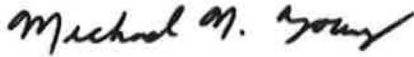
This project will be invoiced on a **Time and Material Basis** for a base not-to-exceed fee of \$25,000. Based on a notice to proceed by the end of January 2024, RJN will work to complete the design by May 2024 contingent upon the approval of the proposal. The bidding and construction schedule for this project is anticipated to occur throughout Summer and Fall 2024.

Complete Scope of Services, Pricing, and Schedules are provided in the following exhibits:

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

We are looking forward to the opportunity to continue working with the City of West Chicago on this important project. Please feel free to contact Mike at 630.682.4700 X1314 if you would like to discuss this proposal or have any questions.

Sincerely,

Handwritten signature of Michael M. Young in black ink.

Mike Young, P.E.
Senior Vice President

Handwritten signature of Patrick Hulsebosch in black ink.

Patrick Hulsebosch, P.E.
Project Manager



EXHIBIT A

SCOPE OF SERVICES

RJN is proposing the following scope of services for the City of West Chicago.

1. Sanitary Sewer Rehabilitation Design

- a. Prepare for and attend a kick-off design meeting.
- b. Review CCTV and rehabilitation recommendations to confirm footages and work to be compiled into rehabilitation schedules.
- c. Perform field checks as necessary to confirm necessary rehabilitation recommendations.
- d. Prepare detailed schedules and design details for recommended manhole rehabilitation, cleaning & televising, CIPP rehabilitation, lateral CIPP liners, mainline and lateral grouting.
- e. Prepare Contract Plans, including the following:
 - i. Cover Sheet.
 - ii. Summary of Quantities and General Notes.
 - iii. General lining, lateral lining, cleaning and televising, dye testing, mainline and lateral grouting sheets using aerial maps.
 - iv. Rehabilitation schedules and location exhibits.
 - v. Project and City specific Details.
- f. Prepare Contract Front End Documents and technical Specifications:
 - i. Utilize City Front End Contract Documents with only project specific modifications.
 - ii. Prepare technical project Specifications.
- g. Prepare Summary of Quantities and an Opinion of Probable Construction Cost.
- h. Provide progress review submittal at 90% of Plans, Specifications and Opinion of Probable Construction cost for City review and comment prior to bidding.
- i. Perform a quality control/quality assurance review on final plans and specifications.
- j. Prepare bid package with plans, front-end documents, and specifications. Submit a pdf of the final bid package to the City with a pdf set of the final plans.
- k. Have senior design P.E. provide an overall review and engineering stamp/seal for the bid package.
- l. Provide bidding assistance for a single bid by:
 - i. Setting up project on QuestCDN and posting bid documents.
 - ii. Advertising to expected bidders.
 - iii. Preparing addenda and posting them.
 - iv. Addressing contractors' questions and posting responses.
 - v. Reviewing bids and providing a recommendation for award to the City.
- m. Provide project management for the duration of the design project and attend meetings as needed with City staff.

This proposal does not include construction services.

Items Requested from the City

1. City Front End Contract and Proposal Documents in MS Word format.
2. City to provide review and comment on prepared bidding documents including any project specific modifications for this project.
3. Coordination with RJN in answering bid-related questions in formal addenda.
4. GIS maps of utilities owned by the City.
5. Assist RJN to access backyards.
6. Mailing of City notifications to residents (if necessary).



EXHIBIT B PRICING

Based on the scope of services outlined above, we have the cost breakdown as follows:

Pricing Terms for Invoicing: Time and Material

Not-To-Exceed Total Cost: \$25,000

Task #	Task Description	Hours	Cost
1001	CCTV Review & Rehabilitation Planning	16	\$2,300
1002	Rehabilitation Exhibits & Plan Set	20	\$2,900
1003	Specifications & Contract Documents	25	\$3,900
1004	Rehabilitation Schedules	10	\$1,400
1005	Cost Estimate	10	\$1,500
1006	QA/QC	22	\$4,600
1007	Bidding Assistance, Questions & Addendums	27	\$5,000
1008	Project/Contract Management & Meetings	19	\$3,400
Total Contract Amount		149	\$25,000

Hourly Rate Schedule

	Classification	2024 Rates*
PD	Project Director	\$255.00
SPM	Senior Project Manager	\$225.00
PM	Project Manager	\$190.00
SCM	Sr. Construction Manager	\$180.00
CM	Construction Manager	\$160.00
CO	Construction Observer	\$140.00
SPE	Senior Project Engineer	\$160.00
PE	Project Engineer	\$145.00
EI	Engineer I	\$130.00
GSS	GIS Specialist	\$125.00
GIS	GIS Analyst	\$110.00
SDA	Senior Data Analyst	\$125.00
DA	Data Analyst	\$105.00
FM	Field Manager	\$110.00
FS	Field Supervisor	\$100.00
FT	Field Technician	\$95.00
AS	Administrative Support	\$100.00
	<i>*Rates valid through 12/31/2024.</i>	



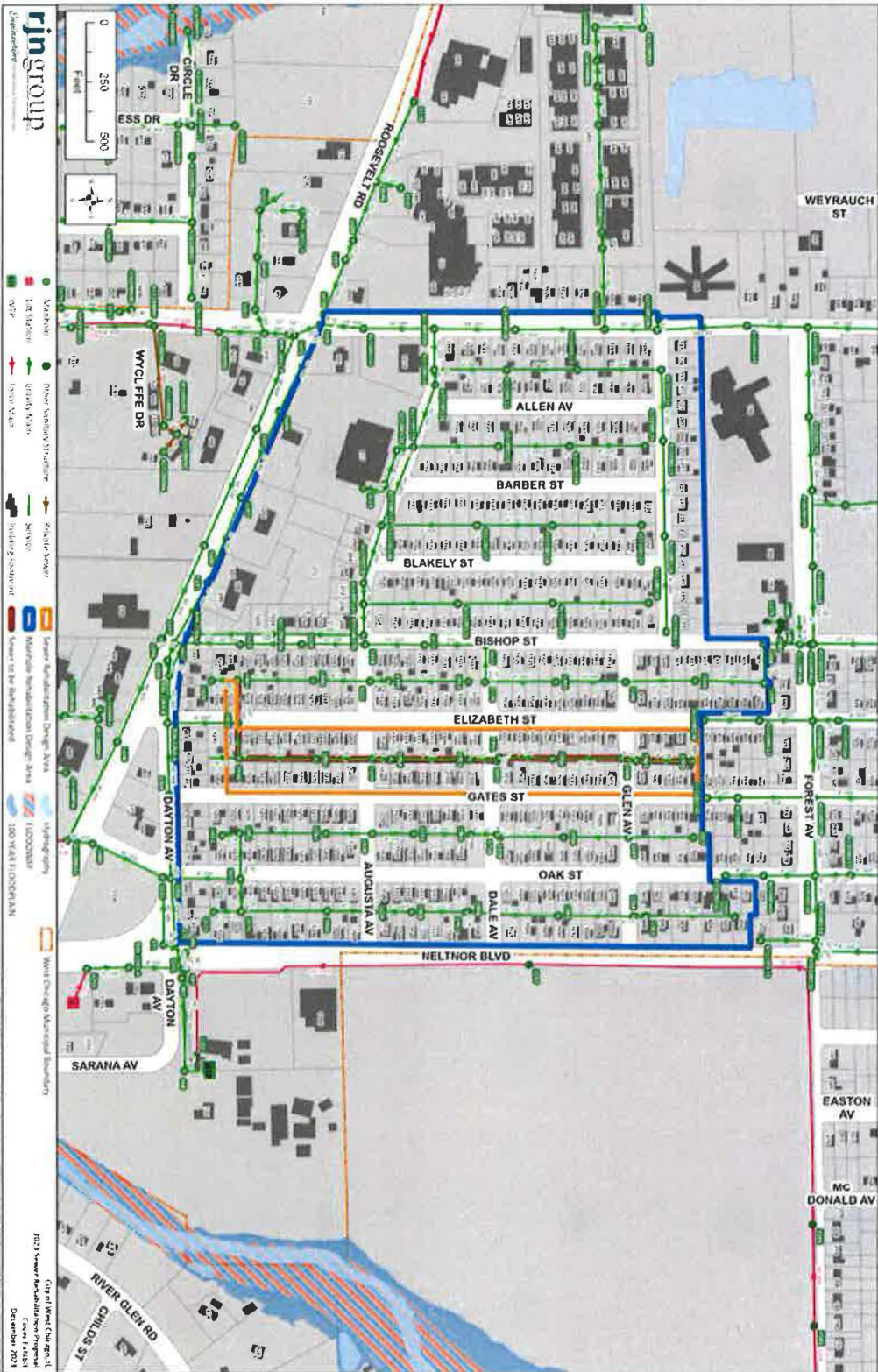
EXHIBIT C

PROPOSED SCHEDULE

RJN is prepared to start work immediately upon receiving a signed contract with the City.

Task	Timeline
90% Submittal	To be completed within 8 weeks of Notice to Proceed from City.
Final Submittal	To be completed within three weeks of receiving the review from City.

EXHIBIT D PROJECT MAP



CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 24-R-0026 – Contract Award - Christopher B. Burke Engineering LTD. – Professional Design Engineering Services Related to the Elevated Water Tower Project for an Amount Not to Exceed \$138,290.00

AGENDA ITEM NUMBER:

4, I.

COMMITTEE AGENDA DATE: March 7, 2024
COUNCIL AGENDA DATE: March 18, 2024

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

SIGNATURE _____

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE _____

ITEM SUMMARY:

The City currently has two elevated storage tanks (Hawthorne Lane's 500,000 gallon tank and Fremont Street's 250,000 gallon tank) and two ground storage tanks (Well Station #4 – Bishop Street 500,000 gallon tank and Well Station #8 & 9 – Helena Drive 500,000 gallon storage tank). Per the Crawford, Murphy & Tilly, Inc. (CMT) Tank Feasibility and Siting Study Report, dated March 4, 2010, additional elevated storage capacity is necessary to meet existing water usage demands. The existing water demand at the time of this report was 3,600,000 gallons per day. Within said report CMT indicates that the existing elevated storage tank capacity of 750,000 gallon (0.75 MG) is not adequate to meet either daily peak demands or fire flow under normal operating conditions. CMT identified that an additional 2.75 MG in water storage capacity must be constructed to meet existing demand and recommended that the City construct at least 1.25 MG of elevated storage and remaining 1.5 MG could be either elevated or ground storage tank along with related system improvements. The conclusion was to recommend Tank #1 to be constructed at the northwest corner of Geneva Road and Prince Crossing Road, and with Tank #2 to be constructed near Joliet St and Joy St. Infrastructure Committee accepted the recommendations outlined in the CMT report at its April 1, 2010, meeting.

In 2023, City's daily water demand averaged approximately 2,500,000 gallons per day (excluding fire flow), which is significantly lower than 2010. Even with the reduced demand, the City does not have enough storage capacity to meet the existing daily demand and fire flow under normal operating conditions. In 2022, the City updated its water system model which concurred with the CMT report with further system modifications to the existing elevated water tower at Hawthorne Lane.

On January 16, 2024, a public notice was advertised in the *Daily Herald* as well as on QuestCDN, an online bidding platform, seeking a Statement of Interest (SOI) from qualified engineering firms for design engineering services for the Elevated Water Tower Project (Project). This is a Qualifications Based Selection (QBS) process in which the Most Qualified Firm (MQF) is selected based on the qualifications. After a three-week advertising period, six SOIs were evaluated. The following are the results of the evaluation:

Firm	Score	Rank
CBBEL	90.05	1
Trotter & Associates, Inc.	89.90	2
EEI	89.30	3
CMT	88.65	4
Robinson Engineering	79.75	5
Fehr Grahm	79.00	6

A proposal was solicited from Christopher B. Burke Engineering LTD (CBBEL) for the design work related to the Project. CBBEL submitted a proposal for \$138,290.00 which is appropriate for an estimated \$3.5 million construction project. CBBEL's scope of work includes, but is not limited to, coordination with affected agencies and

CITY OF WEST CHICAGO

property owners (i.e., Illinois Environmental Protection Agency (IEPA), DuPage County, Federal Aviation Administration (FAA), City staff, etc.), data collection (i.e., surveying), geotechnical investigation, utility coordination, water modeling, development of design plans, development of specifications, development of bid documents, and bid assistance. CBBEL will also prepare the project plan and loan application for the IEPA State Revolving Funds (SRF) for the construction of the Project. CBBEL updated the City's most recent water model in 2022-2023.

Staff recommends that a contract be awarded to CBBEL of Rosemont, Illinois. In FY2024, there is \$225,000.00 budgeted in 06-34-47-4806 for design engineering for this Project. Construction is programmed for FY 2026 depending on the approval of the IEPA SRF.

ACTIONS PROPOSED:

Approve Resolution No. 24-R-0026 authorizing the Mayor to execute a professional services agreement with Christopher B. Burke Engineering LTD. for the design engineering services related to the Elevated Water Tower Project for an amount not to exceed \$138,290.00

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 24-R-0026

A RESOLUTION THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING LTD. FOR THE DESIGN ENGINEERING SERVICES RELATED TO THE ELEVATED WATER TOWER PROJECT FOR AN AMOUNT NOT TO EXCEED \$138,290.00

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a professional services agreement with Christopher B. Burke Engineering LTD. for the design engineering services related to the Elevated Water Tower Project for an amount not to exceed \$138,290.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 18th day of March 2024.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

Executive Office Manager Valeria Perez



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

February 28, 2024

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

Attention: Mr. Mehul Patel, PE, CFM
Director of Public Works

Subject: Proposal for Professional Engineering Design Services
1.5 Million Gallon Elevated Water Storage Tower
West Chicago, Illinois

Dear Mr. Patel:

In response to your request, Christopher B. Burke Engineering, Ltd. (CBBEL) is submitting this proposal for professional engineering design services for the preparation of Contract Documents for the design of the 1.5 Million Gallon Elevated Water Storage Tower and related site improvements. Included below is our Understanding of the Assignment, Scope of Services and Estimate of Fee for this project.

Mr. John P. Caruso, PE, Head of CBBEL's Mechanical and Electrical Section will act as Project Manager for this project. Mr. Caruso has over 30 years of experience in general and specialized mechanical equipment associated with potable water supply, potable water distribution systems, sewer systems, pumping applications and power production. He may be reached at (847) 823-0500 to answer any of your questions regarding this proposal.

We trust that the attached material will demonstrate our enthusiasm, understanding and expertise to perform the necessary assignment. We very much appreciate the opportunity to submit our proposal and look forward to working with the City.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands that the City of West Chicago (City) desires to install a new 1,500,000 gallon spheroid elevated water storage tower and related site improvements. The new water storage tower will have the same overflow elevations of both the Hawthorne Lane Tank and Fremont Tank (924.06). The proposed storage tower will be filled by distribution system pressure. From previous tower siting studies, the City has selected a desired location for the tower at the northwest corner of Washington Street and Prince Crossing Road.

The scope of improvements associated with this project are understood to generally include the preparation of an IEPA loan application, plans, specifications and bidding documents for the following:

- 1.5M Gallon Spheroid Water Storage Tower
 - Dual mandoor
 - 200A electric service
 - Altitude valve located within a precast concrete vault outside of tower
 - Recirculation pump
 - SCADA system modifications to include tower into existing SCADA system
 - LED warning lights on tower

- Site Improvements
 - Water main connections to existing 12" watermain on either Washington Street or Prince Crossing Road
 - Site grading and drainage
 - New driveway access to Prince Crossing Road
 - PCC pavement around tower
 - Other onsite PCC pavement
 - Black fencing (6'-tall) around tower with one remote control gate and a mangate
 - Yard lights as needed for security
 - Walking paths

We understand that the proposed site drainage will consist of regrading the site as necessary to drain it properly and conveying existing offsite flows from the north and west through the site (i.e. no detention is anticipated as part of this project).

Please note that construction of an elevated tower requires approximately 18 months after an award of contract and is weather dependent. Painting the tower will ultimately drive the overall schedule of when the tower will be completed and ready for operation. Painting is typically performed during the months of May through October.

SCOPE OF SERVICES

CBBEL has developed a detailed scope of services based on our review of the information provided by the City. We have developed separate scopes for both the design and construction phases of the project.

DESIGN ENGINEERING

Task 1 – Data Collection and Kick-Off Meeting with City

CBBEL will review information and as-built drawings to be provided by the City and will meet with City staff to discuss pertinent data and design philosophy for the anticipated improvement related to the water tower construction. We will rely upon the City to provide information related to the operation of the waterworks facility and in particular any specific requirements related to interfacing with the existing distribution system, including controls. Conclusions and decisions made during the Task 1 kick-off meeting will be used as the

basis to develop the Preliminary Design Memo (PDM) under Task 5. CBBEL will also coordinate with DuPage Airport Authority, DuPage County Stormwater, DuDOT, IDPH and IEPA.

Task 2 – Topographic Site Survey

CBBEL will complete a full topographic site survey of the proposed site of the new elevated tower as necessary to design the proposed improvements. The survey will include, but not be limited to the following:

- Conduct the necessary research at the City of West Chicago, DuPage County Recorder's Office, Illinois Department of Transportation and with private and public utilities.
- Establish and/or verify control monumentation along the project corridor.
- Field GPS Campaign to establish Illinois State Plane Coordinates based on NAD83 (1997).
- Establish site benchmarks for construction purposes, tied to the NAVD '88 Vertical Datum. A level circuit will be run throughout the project, establishing benchmarks and assigning a vertical datum on the horizontal control points.
- Field Control Survey to locate existing monumentation, right of way and boundary evidence.
- Field Topographic Survey to locate and measure buildings, bridges, pavement, curbs, utilities, trees, parking, fences, walks, curb cuts and other pertinent site features as requested.
- Cross-Section Survey of project limits at 50-foot intervals from 20' past ROW to 20' past ROW.
- Field Survey to determine utility structure rim and invert elevation, pipe sizes and material.
- Office Calculations and plotting of field data with one-foot contour intervals.
- Office Computations of Existing Right-of-Way based on data collected in the field, existing plans and research.
- Drafting of an Existing Conditions survey suitable for design at a scale of 1"=20'.

Task 3 – Geotechnical Engineering

Soil borings for the proposed water storage tower will be performed under this task. A total of five (5) soil borings are proposed to be performed for this project. Four (4) soil borings will be taken to a depth of approximately 30 feet and one (1) soil boring will be taken to a depth of approximately 60 feet. We will subcontract soil boring services to Testing Service Corporation (TSC), who we have worked with in the past on similar projects. Soil samples will be analyzed for both structural properties as well as environmental analysis for use in determining CCDD disposal requirements.

Task 4 – Utility Coordination

Upon notice to proceed, CBBEL will send a location map to all known utility companies requesting their atlases or plans of their facilities within the project limits. CBBEL will add the received information to the existing conditions plan and send it back to the utility companies for verification. CBBEL will then send preliminary plans with potential conflicts identified and set up meetings to discuss necessary utility relocations or plan modifications. CBBEL will prepare a load letter and submit to ComEd for new electrical service.

Task 5 – Preparation of Preliminary Design Memo (PDM)

Under this task CBBEL will prepare a Preliminary Design Memorandum (PDM) which will summarize the results of Tasks 1 through 4 as related to the new water tower and include the development of 50% design drawings. The PDM will outline the type, size and discuss layout/configuration of the proposed improvements with respect to the overall site layout.

The PDM, including the 50% design drawings, will be presented to the City for review. Based on our experience with similar projects in the past, we believe the preparation of the PDM to be essential to the successful and expeditious completion of this project. One meeting has been scheduled under this task for purposes of presentation of the PDM to the City.

CBBEL will prepare the appropriate exhibits for the City to display at a few anticipated open house format public meetings. CBBEL will assist with the presentations to introduce the project details to the public.

Task 6 – Preparation of Contract Documents

After City acceptance of the Preliminary Design Memo, CBBEL will proceed with preparation of project design drawings. CBBEL will prepare two sets of Contract Documents, one for the proposed erection of the new tower and one for the proposed site improvements.

Task 6.1 – Water Storage Tower Contract Documents

Contract documents for the Water Storage Tower will be prepared in accordance with standard CSI (Construction Specifications Institute). This is a specialty project and therefore the contract format will vary from typical IDOT formats used for roadway projects.

The scope of improvements included in this task shall be limited to the water storage tower shell and interior improvements, tower foundation and tower painting. Installation of the chlorine tank, enclosure and all tower appurtenances shall also be included in this bid package.

For this project to move forward smoothly, CBBEL has identified the following crucial tasks and will assist the City with the following:

- Coordination with adjacent property owners and acquisition of any necessary permanent land or temporary construction easements.
- Street closure as required to allow material delivery and staging.
- Coordination with the City's SCADA System Integrator.

Task 6.2 – Site Improvements Contract Documents

Contract Document for the Site Improvements will be prepared in accordance with City of West Chicago and IDOT standards and specifications. Where City or IDOT specifications do not suffice, CBBEL will prepare project-specific Special Provisions.

Task 6.2.1 – Proposed Utilities and Lighting

CBBEL will prepare a utilities and lighting plan that accommodates the proposed project and is consistent with City standards and general engineering practices.

This plan will include all proposed water main, water recirculation pipes and improvements related to the installation of two (2) new City standard light poles on the site. We assume a new electrical service to the proposed elevated tower lighting panel is required.

Task 6.2.2 – Proposed Grading and Paving

CBBEL will prepare a grading and paving plan that accommodates the proposed project while minimizing earthwork and permitting impacts and is consistent with City standards and general engineering practices. This plan will include all proposed grading, pavement construction and minor drainage improvements required for the site.

Please note that based on City direction, it has been assumed that on-site drainage is adequate for the anticipated improvements. No effort has been scheduled to address existing drainage issues, other than work necessary to properly drain the site and pass existing offsite flows from the north and west through the water tower site.

Task 6.2.3 – SCADA Modifications

CBBEL will coordinate with the Village's SCADA System Integrator to modify the existing SCADA system and add the required components to include the proposed tower in the SCADA system and well pump control system. CBBEL understands that currently Advanced Automation is the City's System Integrator and will include language in the bid documents specifying the use of Advanced Automation as the City's preferred System Integrator unless otherwise directed by the City.

Task 7 – Permitting and Cost Estimating

CBBEL will submit permit application forms to IEPA for permitting the proposed new water storage tower. As part of the IEPA permitting process (for Schedule A) we will prepare an Opinion of Probable Construction Cost for the proposed improvement. Under this task CBBEL will also submit a "Notice of Proposed Construction or Alteration" form to the FAA for their determination of hazard to air navigation. This task will also include responding to review comments by IEPA and/or FAA.

Task 8 – Assistance During Bidding

After the plans, specifications and estimates are approved by the City, CBBEL will post the contract documents and bid sets to QuestCDN for contractors to download. CBBEL will also attend the bid opening, tabulate the bids, make recommendations for award to the City and prepare contracts for the successful bidder.

Task 9 – IEPA Planning Report and Loan Application

CBBEL will prepare the IEPA planning report and submit the loan application package documents required under the IEPA Water Supply Loan Program. This includes the Loan Application packet and supporting documents required to be submitted with the application, including documentation on the user charge system (OM&R, water ordinance and rates), dedicated source of revenue for debt obligations and debt ordinance and environmental, historical preservation and endangered species documents. This task also includes incorporation of IEPA's extensive front-end documents into the project bid document package.

Task 10 – IEPA Coordination and Management

A substantial amount of coordination with the IEPA throughout the loan application process is anticipated to be required as the project is developed in accordance with IEPA loan requirements. CBBEL will work diligently with the IEPA on behalf of the City to exchange project information, complete and submit requested forms and other data and support adherence to the proposed project schedule. CBBEL will work with IEPA to provide the necessary information and facilitate approvals of various forms and checklists that are required for loan approval.

Task 11 – Water Modeling

CBBEL will use the existing City water supply distribution system computer model to simulate the proposed improvements. This task will help verify and validate the proposed tower location and control set points to be implemented when the improvements are activated to the system. CBBEL will assist the City with altitude valve adjustments and piping modifications at the Hawthorne Tower to coordinate with the new tower.

CBBEL will prepare the appropriate exhibits that show the calculated static pressures and calculated fire flows within the water distribution system for the proposed improvements.

ESTIMATE OF FEE

Based upon the above proposed Scope of Services and the Basic Assumptions stated herein we proposed the not-to-exceed fee as listed below.

<u>Design Tasks</u>	<u>Fee</u>
Task 1 – Data Collection and Kick-Off Meeting with City	\$ 3,580
Task 2 – Topographic Site Survey	\$ 15,180
Task 3 – Geotechnical Engineering	\$ 12,140
Task 4 – Utility Coordination	\$ 2,490
Task 5 – Preliminary Design Memo	\$ 19,660
Task 6.1 – Water Tower Storage Contract Documents	\$ 27,960
Task 6.2 – Site Improvements Contract Documents	\$ 24,880
Task 7 – Permitting & Cost Estimating	\$ 6,220
Task 8 – Assistance During Bidding	\$ 3,110
Task 9 – IEPA Planning Report and Loan Application	\$ 10,840
Task 10 – IEPA Coordination and Management	\$ 6,760
Task 11 – Water Modeling	\$ 4,470
<u>Direct Costs</u>	<u>\$ 1,000</u>
PROJECT TOTAL	\$138,290

Our engineering services do not include plat of easement preparation or land/easement acquisition(s).

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions, both of which are expressly incorporated into and are an integral part of this contract for Professional Engineering Services. The Scope of Services described above and related fee estimate are based upon information known to date as well as Basic Assumptions stated herein. It shall be understood that CBBEL shall be allowed the opportunity to adjust our fee if our level of participation increases beyond that for which we have budgeted. Services performed for tasks not included in the proposed and/or beyond customary efforts as well as for any additional meetings/consultation not specifically scheduled in this proposal shall be billed to you on a Time and Material basis.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Michael E. Kerr, PE
President

KWB/pjb

Attachments: Schedule of Charges
General Terms and Conditions

**THIS PROPOSAL, SCHEDULE OF CHARGES & GENERAL TERMS & CONDITIONS
ACCEPTED FOR THE CITY OF WEST CHICAGO**

BY: _____

TITLE: _____

DATE: _____

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**CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
EFFECTIVE JANUARY 1, 2024 THROUGH DECEMBER 31, 2024**

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI	275
Engineer V	235
Engineer IV	200
Engineer III	175
Engineer I/II	155
Survey V	240
Survey IV	220
Survey III	200
Survey II	160
Survey I	135
Engineering Technician V	215
Engineering Technician IV	190
Engineering Technician III	140
Engineering Technician I/II	125
CAD Manager	210
CAD II	155
GIS Specialist III	175
Landscape Architect	200
Landscape Designer III	155
Landscape Designer I/II	120
Environmental Resource Specialist V	235
Environmental Resource Specialist IV	190
Environmental Resource Specialist III	150
Environmental Resource Specialist I/II	125
Environmental Resource Technician	140
Business Operations Department	160
Engineering Intern	75
 <u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

These rates are in effect until December 31, 2024, at which time they will be subject to change.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 24-R-0027 – Contract Award – Schroeder Asphalt Services, Inc. for the 2024 Roadway Rehabilitation Project in an Amount Not to Exceed \$940,368.23.

AGENDA ITEM NUMBER: 4.J.

COMMITTEE AGENDA DATE: March 7, 2024

COUNCIL AGENDA DATE: March 18, 2024

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

SIGNATURE _____

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE _____

ITEM SUMMARY:

The 2024 Roadway Rehabilitation Project (Project) includes resurfacing approximately 1.55 miles of various streets in the City as specified on the enclosed location map. The scope of work generally consists of pavement milling, hot-mix asphalt (HMA) resurfacing, full-depth HMA pavement patching, intermittent concrete sidewalk, including, ADA curb ramps, intermittent combination concrete curb and gutter removal and replacement, storm and sanitary sewer repairs, including storm and sanitary structure replacement and adjustments, parkway restoration, thermoplastic pavement markings, and all incidental and miscellaneous work necessary to complete the project as shown on the project bid documents.

The request for bids was advertised in the Daily Herald on February 16, 2024, and on an online bidding platform QuestCDN on February 15, 2024. Staff opened bids on February 29, 2024, and below are the bid results:

CONTRACTOR	AS-CORRECTED BID SUBMITTAL AMOUNT	RANK (BASE BID)
Schroeder Asphalt Services, Inc.	\$940,368.23	1
Brothers Asphalt Paving, Inc.	\$1,008,313.40	2
Plote Construction, Inc.	\$1,012,211.13	3
J.A. Johnson Paving, Inc.	\$1,014,650.00	4
A Lamp Concrete Contractors, Inc.	\$1,014,985.18	5
Geneva Construction Company	\$1,148,313.63	6
ENGINEER'S ESTIMATE	\$885,106.64	N/A

Schroeder Asphalt Service, Inc. (SAS) of Huntley, Illinois submitted a bid proposal value of \$940,368.23, which is approximately 6.2% higher than the engineer's estimated cost of \$885,106.64. The FY 2024 budget includes \$928,900.00 in the Motor Fuel Tax Fund Account No. 16-34-58-4807 for the 2024 Roadway Rehabilitation Project. SAS's bid proposal value of \$940,368.23 is \$11,468.23 or 1.12% over the budgeted amount. The overage will most likely be offset by the reduction of actual contract quantities during the construction phase.

The City has previously contracted with SAS to perform similar work, including various roadway and underground rehabilitation projects throughout the City, including the 2023 Fair Meadows Subdivision Rehabilitation Project. The project was completed satisfactorily. In addition, SAS is registered by the Illinois Department of Transportation as a prequalified contractor. Staff recommends awarding the 2024 Roadway Rehabilitation Project to the lowest responsible bidder, Schroeder Asphalt Services, Inc., for a bid amount not to exceed \$940,368.23.

CITY OF WEST CHICAGO

ACTIONS PROPOSED:

Approve Resolution No. 24-R-0027 authorizing the Mayor to execute a Contract with the lowest responsible bidder, Schroeder Asphalt Services, Inc. of Huntley, Illinois, for the 2024 Roadway Rehabilitation Project in an amount not to exceed \$940,368.23

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 24-R-0027

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT
WITH SCHROEDER ASPHALT SERVICES, INC. OF HUNTLEY, ILLINOIS,
FOR THE 2024 ROADWAY REHABILITATION PROJECT
IN AN AMOUNT NOT TO EXCEED \$940,368.23**

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, Schroeder Asphalt Services, Inc. of Huntley, Illinois, for the 2024 Roadway Rehabilitation Project in an amount not to exceed \$940,368.23, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 18th day of March 2024.

AYES: _____

NAYES: _____

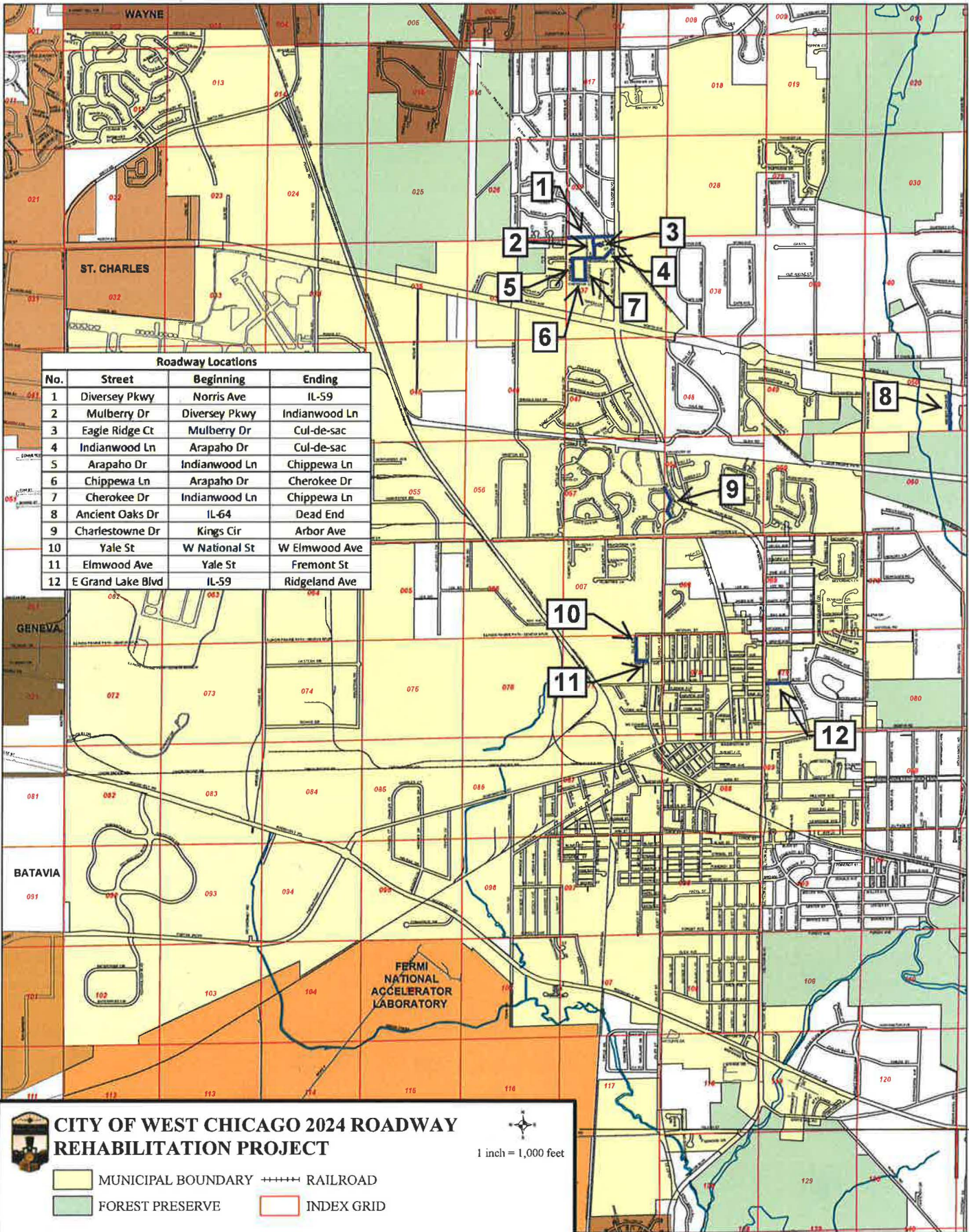
ABSTAIN: _____

ABSENT: _____

Ruben Pineda, Mayor

ATTEST:

Valeria Perez, Executive Office Manager



Roadway Locations			
No.	Street	Beginning	Ending
1	Diversey Pkwy	Norris Ave	IL-59
2	Mulberry Dr	Diversey Pkwy	Indianwood Ln
3	Eagle Ridge Ct	Mulberry Dr	Cul-de-sac
4	Indianwood Ln	Arapaho Dr	Cul-de-sac
5	Arapaho Dr	Indianwood Ln	Chippewa Ln
6	Chippewa Ln	Arapaho Dr	Cherokee Dr
7	Cherokee Dr	Indianwood Ln	Chippewa Ln
8	Ancient Oaks Dr	IL-64	Dead End
9	Charlestowne Dr	Kings Cir	Arbor Ave
10	Yale St	W National St	W Elmwood Ave
11	Elmwood Ave	Yale St	Fremont St
12	E Grand Lake Blvd	IL-59	Ridgeland Ave



CITY OF WEST CHICAGO 2024 ROADWAY REHABILITATION PROJECT

1 inch = 1,000 feet

- MUNICIPAL BOUNDARY
- FOREST PRESERVE
- RAILROAD
- INDEX GRID

MAP PREPARED BY: ADMINISTRATIVE SERVICES- WC GIS
 MAP PREPARED: MAY, 2003
 MAP UPDATED: AUGUST, 2011, AUGUST, 2013, FEBRUARY 2016, MARCH 2020
 FOR FURTHER INFORMATION REGARDING THIS MAP PLEASE CONTACT THE CITY OF WEST CHICAGO, ADMINISTRATIVE SERVICES DIVISION
 475 MAIN STREET, WEST CHICAGO, IL 60185
 PHONE: (630) 253-2300

2024 Roadway Rehabilitation Project Areas



engineering group
service at the highest grade.

762 shoreline drive
suite 200
aurora, illinois 60504

MEMORANDUM

TO: Dave Shah, P.E. – Assistant Director of Public Works, City of West Chicago
FROM: Douglas M. Masters – Senior Project Manager, Thomas Engineering Group, LLC
DATE: February 29, 2024
RE: Bid Proposal Evaluation – 2024 Roadway Rehabilitation Project
(MFT: 24-00000-01-GM)

Thomas Engineering Group, LLC (TEG) prepares this memo to recommend a general contracting firm for performing roadway construction for the City’s 2024 Roadway Rehabilitation Project (MFT funded, 24-00000-01-GM). The work as shown in the bid documents consists mainly of roadway resurfacing, concrete flat work, sewer pipe and structure repairs. All quantities on the bid’s Schedule of Prices were used in determining the lowest responsible bidder.

On Thursday, February 29, 2024, staff received and opened six (6) bid proposals from interested firms. A bid tabulation worksheet with engineer’s estimate (attached) was developed for evaluation of the bid values submitted at the bid opening. Staff’s evaluation of bids included consideration of the bid’s unit prices and bidder’s past performances with the City and other municipalities and counties. Based on the attached tabulation, Schroeder Asphalt Services, Inc. (Schroeder Asphalt), from Huntley, IL, submitted the lowest overall cost proposal. Below is a table depicting the bid results:

CONTRACTOR	BASE BID SUBMITTAL AMOUNT	OVERALL RANK
Schroeder Asphalt Services, Inc.	\$940,368.23	1
Brothers Asphalt Paving, Inc.	\$1,008,313.40	2
Plote Construction, Inc.	\$1,012,211.13	3
J.A. Johnson Paving Co.	\$1,014,650.00	4
A. Lamp Concrete Contractors, Inc.	\$1,014,985.18	5
Geneva Construction Co.	\$1,148,313.63	6
ENGINEERS ESTIMATE	\$885,106.64	NA



Schroeder Asphalt submitted a bid proposal value of \$940,368.23, approximately 6.2% higher than the engineer's estimated cost of \$885,106.64. The second lowest bid proposal, submitted by Brothers Asphalt Paving, Inc., was \$1,008,313.40.

The City has previously contracted with Schroeder Asphalt to perform similar work. They were most recently awarded the Fair Meadows Subdivision Rehabilitation Project (CDBG, 2023 construction season) and the Commerce Drive Reconstruction Project (MFT, 2021 construction season), which were performed satisfactorily.

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

Therefore, TEG hereby recommends that the project's contract for the 2024 Roadway Rehabilitation Project be awarded to the lowest responsible bidder, Schroeder Asphalt, for a base-bid contract amount not to exceed \$940,368.23.

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

Enclosures: Engineer's Estimate with Bid Tabulation – 2024 Roadway Rehabilitation Project

cc: - 2024 Roadway Rehabilitation Project – Project File

BID TABULATION 2024 ROADWAY REHABILITATION PROJECT CITY OF WEST CHICAGO SECTION NO.: 24-00000-01-GM (MFT) Bid Opening: February 29, 2024 @ 11:00 A.M.						Schroeder Asphalt Services, Inc.		Brothers Asphalt Paving, Inc.		Plote Construction		J.A. Johnson Paving Company		A Lamp Concrete Contractors, Inc.		Geneva Construction Co.	
				ENG. ESTIMATE		P.O. Box 831 Huntley, IL 60142		315 S. Stewart Avenue Addison, IL 60101		1100 Brandt Drive Hoffman Estates, IL 60192		1025 E. Addison Court Arlington Heights, IL 60005		1900 Wright Blvd. Schaumburg, IL 60193		P.O. Box 998 Aurora, IL 60507	
ITEM NO.	BASE BID ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	EST. UNIT PRICE	EST. BID TOTAL	BID UNIT PRICE	BID TOTAL	BID UNIT PRICE	BID TOTAL	BID UNIT PRICE	BID TOTAL	BID UNIT PRICE	BID TOTAL	BID UNIT PRICE	BID TOTAL	BID UNIT PRICE	BID TOTAL
52	SANITARY SEWER REMOVAL AND REPLACEMENT 8" (OR LESS)	FOOT	25	\$53.80	\$1,345.00	\$ 630.00	\$ 15,750.00	\$ 508.35	\$ 12,708.75	\$ 600.00	\$ 15,000.00	\$ 484.15	\$ 12,103.75	\$ 350.00	\$ 8,750.00	\$ 923.10	\$ 23,077.50
53	SANITARY MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	2	\$1,733.62	\$3,467.24	\$ 2,025.00	\$ 4,050.00	\$ 3,011.40	\$ 6,022.80	\$ 1,900.00	\$ 3,800.00	\$ 2,868.00	\$ 5,736.00	\$ 1,450.00	\$ 2,900.00	\$ 1,449.70	\$ 2,899.40
54	CONCRETE CURB, TYPE B (SPECIAL)	FOOT	150	\$29.48	\$4,422.00	\$ 38.50	\$ 5,775.00	\$ 47.25	\$ 7,087.50	\$ 35.00	\$ 5,250.00	\$ 34.00	\$ 5,100.00	\$ 36.00	\$ 5,400.00	\$ 45.00	\$ 6,750.00
55	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$17,721.90	\$17,721.90	\$ 5,000.00	\$ 5,000.00	\$ 9,419.00	\$ 9,419.00	\$ 8,000.00	\$ 8,000.00	\$ 55,705.82	\$ 55,705.82	\$ 63,400.00	\$ 63,400.00	\$ 8,000.00	\$ 8,000.00
56	DETECTOR LOOP REPLACEMENT	FOOT	67	\$25.00	\$1,675.00	\$ 34.25	\$ 2,294.75	\$ 32.80	\$ 2,197.60	\$ 31.25	\$ 2,093.75	\$ 31.25	\$ 2,093.75	\$ 60.00	\$ 4,020.00	\$ 31.25	\$ 2,093.75
57	PARKWAY RESTORATION	SQ YD	2,162	\$12.50	\$27,025.00	\$ 10.50	\$ 22,701.00	\$ 13.13	\$ 28,387.06	\$ 13.35	\$ 28,862.70	\$ 12.50	\$ 27,025.00	\$ 8.00	\$ 17,296.00	\$ 12.35	\$ 26,700.70
58	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	SQ YD	291	\$27.15	\$7,900.65	\$ 28.00	\$ 8,148.00	\$ 35.00	\$ 10,185.00	\$ 45.00	\$ 13,095.00	\$ 40.00	\$ 11,640.00	\$ 36.50	\$ 10,621.50	\$ 55.00	\$ 16,005.00
59	HOT-MIX ASPHALT DRIVEWAY PAVEMENT REMOVAL	SQ YD	291	\$13.70	\$3,986.70	\$ 13.00	\$ 3,783.00	\$ 15.00	\$ 4,365.00	\$ 20.00	\$ 5,820.00	\$ 24.00	\$ 6,984.00	\$ 12.75	\$ 3,710.25	\$ 15.00	\$ 4,365.00
60	CONCRETE (DRIVEWAY) REMOVAL (SPECIAL)	SQ YD	146	\$9.70	\$1,416.20	\$ 22.00	\$ 3,212.00	\$ 21.00	\$ 3,066.00	\$ 30.00	\$ 4,380.00	\$ 15.00	\$ 2,190.00	\$ 13.75	\$ 2,007.50	\$ 20.00	\$ 2,920.00
61	MANHOLE LID ADJUSTING RINGS (SPECIAL)	EACH	3	\$431.88	\$1,295.64	\$ 1,125.00	\$ 3,375.00	\$ 411.60	\$ 1,234.80	\$ 1,100.00	\$ 3,300.00	\$ 200.00	\$ 600.00	\$ 125.00	\$ 375.00	\$ 250.00	\$ 750.00
		BID TOTAL	As Corrected	(Eng. Est.)	\$885,106.64		\$ 940,368.23		\$ 1,008,313.40		\$ 1,012,211.13		\$ 1,014,650.00		\$ 1,014,985.18		\$ 1,148,313.63
			As Read				\$ 940,368.23		\$ 1,008,313.40		\$ 1,012,211.13		\$ 1,014,650.00		\$ 1,014,985.18		\$ 1,140,313.63

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE: Lead Service Line Replacement Plan	AGENDA ITEM NUMBER: <u>7.A.</u> COMMITTEE AGENDA DATE: March 7, 2024 COUNCIL AGENDA DATE: March 18, 2024
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STAFF REVIEW: Mehul T. Patel, P.E., Director of Public Works **SIGNATURE** _____

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman **SIGNATURE** _____

ITEM SUMMARY:

In 2021, the Illinois General Assembly found and declared that there is no safe level of exposure to lead, as found by the United States Environmental Protection Agency and the Centers for Disease Control and Prevention. As a result, the General Assembly passed the Lead Service Line Replacement and Notification Act (LSLRNA) (Public Act 102-0613), and Governor Pritzker signed the Act with an effective date of January 1, 2022. The purpose of the Act is to require the owners and operators of community water supplies to:

- develop, implement, and maintain a comprehensive water service line material inventory (updated inventory due to Illinois Environmental Protection Agency (IEPA) annually in the month of April)
- develop, implement, and maintain a comprehensive Lead Service Line Replacement Plan (Plan-initial plan due to IEPA April 15, 2024, and annually after 2024 until April 15, 2027)
- provide notice to occupants of potentially affected buildings before any construction or repair work on water mains or lead service lines and request access to potentially affected buildings before replacing lead service lines; and, prohibit partial lead service line replacements, except as authorized by the Act.

The City of West Chicago (City) community water system (CWS) serves approximately 25,614 people within the City, along with a multitude of governmental/institutional, commercial, and industrial customers. Using the historical documentation, as-built drawings, subdivision plans, and field observations the City has completed the required lead service line (LSL) material inventory and submitted it to the IEPA every year except 2021 when the IEPA requested that the inventory not be submitted. A summary of the material inventories is presented below.

	2023	2022	2020	2019	2018	2017
Total Number of Connections	6590	6590	7254	7233	7236	7233
Known Lead	448	63	70	106	106	106
Galvanized Requiring Replacement	349	0	0	0	0	0
Suspected Lead	0	0	0	0	0	0

The City of West Chicago is actively replacing the City-owned portion of water service lines when lead is encountered during water main construction, and maintenance or repair operations. In addition, residents are notified when lead service lines are discovered as required by the Act and encouraged to replace the customer-owned portion of the water service line if it is lead. The number of LSLs in the City's material inventory as of January 19, 2024, was 797. The City anticipates replacing approximately 10 LSLs annually, so for the purposes of the Plan it is assumed there will be 767 LSLs at the end of 2026. According to the requirements of the Act (Subsection (v)) because the City estimates it will have less than 1,200 lead services at the end of 2026, the City will be required to replace at least 7% of its LSLs beginning in 2027. This requirement equates to the City being

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required to replace approximately 56 LSLs per year (approximately 7% of 545) for 13 years and 39 LSLs in the 14th year. However, the City intends on replacing the LSLs on an expedited schedule using a low interest loan through IEPA State Revolving Funds (SRF). The exact replacement schedule is to be determined based on the availability of loan funds and eligibility. The current policy of the City regarding the replacement of publicly-owned and privately-owned lead service lines is summarized below.

Scenario	Financial Responsibility
Required Due to Addition or New Construction <ul style="list-style-type: none"> • Building addition that requires replacement of the service • New construction that requires replacement of the service 	Property owner pays for and installs public and private side
Property Owner Initiated Replacement <ul style="list-style-type: none"> • No specific reason or expedited request • Leak/Damage on private side of service 	<ul style="list-style-type: none"> • Property owner pays for and installs private side • City pays for and installs public side
Property Owner Initiated Replacement <ul style="list-style-type: none"> • Leak/Damage on private side of service at no fault of property owner 	City pays for and installs private side
City Initiated Replacement <ul style="list-style-type: none"> • City replaces adjacent water main • Leak/Damage on public side of service • Planned service replacement (FY27 and beyond) 	City pays for and installs public and private side (provided City staff and its contractors are allowed an entry in the home)

The City has developed the following estimated costs for each lead service line replacement excluding engineering in today's costs:

- Public side (water main to shut-off valve): \$7,000 to \$8,000
- Private side (shut-off valve to water meter): \$4,000 to \$5,000

Based on the estimated costs above, to replace both public and private side of roughly 767 LSLs, the total cost excluding engineering can range from \$8.43 to \$9.97 million.

ACTIONS PROPOSED:

Approve the Lead Service Line Replacement Plan and authorize staff to submit said Plan to the IEPA as well as seek funding through the IEPA SRF.

COMMITTEE RECOMMENDATION: