

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

INFRASTRUCTURE COMMITTEE

Thursday, December 5, 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 November 7, 2024
3. Public Participation / Presentations
4. Items for Consent
 - A. Ordinance No. 24-O-0048 – Authorizing the Disposal of Surplus Equipment, Stock Inventory, and/or Personal Property Owned by the City of West Chicago
 - B. Resolution No. 24-R-0086 – First Contract Extension – Crystal Maintenance Plus Corporation – 2025 Janitorial Services for Municipal Buildings in an Amount Not to Exceed \$71,520.00
 - C. Resolution No. 24-R-0087 – Engineering Enterprises, Inc. – Professional Design Engineering Services for Lead Service Line Replacement Project – Phase A in an Amount Not to Exceed \$161,810.00
 - D. Resolution No. 24-R-0088 – Amendment No. 2 – Thomas Engineering Group, LLC – Phase III Construction Oversight Services of Public Improvements Constructed by Pulte Home Company, LLC for the Trillium Farm Subdivision Development Project in the Amount Not to Exceed \$7,196.83 for a Revised Contract Amount of \$183,683.91
 - E. Resolution No. 24-R-0089 – Amendment No. 1 – Kluber, Inc. – Phase II & Phase III Professional Architectural Services for the 2025 Police Station HVAC Improvements Project in an Amount Not to Exceed \$73,175.00 for a Revised Contract Amount of \$83,025.00
 - F. Resolution No. 24-R-0090 – First Contract Extension – Addlawn Landscaping, Inc. – 2025 Right-of-Way (ROW) Maintenance Program in an Amount Not to Exceed \$257,101.20
 - G. Resolution No. 24-R-0091 – Contract Award – Cemetery Management, Inc. (John B. Reynolds) for Cemetery Sexton Services in an Amount Not to Exceed \$62,700.00 for FY 2025
 - H. Resolution No. 24-R-0092 – Contract Award - Steve Piper and Sons for the 2025 Forestry Maintenance Program in an Amount Not to Exceed \$146,000.00

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

WHERE HISTORY & PROGRESS MEET

Draft

MINUTES

INFRASTRUCTURE COMMITTEE

November 7, 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, Assistant Director of Public Works, Dave Shah, and Administrative Assistant, Ashley Heidorn.

2. Approval of Minutes

A. Infrastructure Committee Minutes of October 3, 2024. Alderman Beebe made a motion, seconded by Alderman Brown to approve the Meeting Minutes of October 3, 2024.

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

3. Public Participation / Presentations. None.

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

- A. Resolution 24-R-0079 – Contract Award – Mississippi Lime Company – Hydrated Lime for Fiscal Year 2025 in an Amount Not to Exceed \$471,237.00
- C. Resolution No. 24-R-0083 – Change Order No. 1 – MacCarb, Inc – Carbon Dioxide for Fiscal Year 2024 in an Amount Not to Exceed \$4,000.00

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.B. Resolution No. 24-R-0080 – Intergovernmental Agreement with the County of DuPage for Lighted Street Name Signs at Kress Road and Roosevelt Road (IL-38) and Fabyan Parkway and Roosevelt Road (IL-38). Alderman Brown inquired if this was requested by West Chicago residents. Mr. Patel explained that the aesthetic improvements are following the City's Strategic Plan, which was heavily influenced by residents' input. Alderman Brown made a motion, seconded by Alderman Dimas to approve.

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

6. Unfinished Business. None.

7. New Business.

A. Fiscal Year 2025-2029 Capital Improvement and MFT Program. Mr. Patel presented the 2025-2029 Capital Improvement and MFT Program to Committee with corresponding documentation. Discussion followed. **There was a consensus by the Committee to approve the Fiscal Year 2025-2029 Capital Improvement and MFT Program and direct the City Administrator to include such in the 2025 Proposed Budget.**

8. Reports from Staff. Mr. Patel noted that most 2024 projects have wrapped up and staff are shifting their focus to 2025.

9. Adjournment. At 7:29 P.M., Alderman Hallett made a motion to adjourn, seconded by Alderman Brown. **Motion was unanimously approved by voice vote.**

Respectfully submitted,

Ashley Heidorn
Administrative Assistant of Public Works

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Ordinance No. 24-O-0048 – Authorizing the Disposal of Surplus Equipment, Stock Inventory, and/or Personal Property Owned by the City of West Chicago

AGENDA ITEM NUMBER:

4.A.

COMMITTEE AGENDA DATE: December 5, 2024

COUNCIL AGENDA DATE: December 16, 2024

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

SIGNATURE _____

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE _____

ITEM SUMMARY:

City staff has identified surplus equipment, stock inventory, and/or personal property that has no useful life and is no longer useful to the City, has little or no salvage value, and should be properly disposed of (please refer to Ordinance No. 24-O-0048 and Attachment A for additional information).

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

ACTIONS PROPOSED:

Adopt Ordinance No. 24-O-0048 for the disposal or sale of surplus equipment, stock inventory, and/or personal property owned by the City of West Chicago.

COMMITTEE RECOMMENDATION:

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 24-R-0086 – First Contract Extension – Crystal Maintenance Plus Corporation – 2025 Janitorial Services for Municipal Buildings in an Amount Not to Exceed \$71,520.00

AGENDA ITEM NUMBER:

4.B.

COMMITTEE AGENDA DATE: December 5, 2024
COUNCIL AGENDA DATE: December 16, 2024

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

SIGNATURE _____

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE _____

ITEM SUMMARY:

On December 18, 2023, the City Council approved Resolution No. 23-R-0095 awarding a contract to Crystal Maintenance Plus, Corp. of Mount Prospect, Illinois for professional custodial services of eight City owned and maintained facilities for an amount not to exceed \$71,520.00 for Fiscal Year 2024. The contract covers with City owned facilities including City Hall, Police Station, Water Treatment Plant, Metra Station, Museum, as well as the Blakely Street, Church Street, and Grand Lake Boulevard facilities.

A provision of the current Contract allows it to be extended for two additional years, through mutual agreement, if the City were satisfied with services provided, and if approved by City Council. The Contract provision also allows for an increase pursuant to the Consumer Price Index (CPI)-All Urban Consumers, Chicago or 2% whichever is less. CPI is based upon the average of the previous twelve months, non-seasonal adjusted. A written request for an extension was received on November 14, 2024, to extend the contract for the Fiscal year 2025 at 2024 pricing. This will be the first of the two allowable extensions.

It is staff's recommendation that a Contract extension be awarded to Crystal Maintenance Plus, Corp. of Mount Prospect, Illinois, for professional custodial services during Fiscal Year 2025 of eight City owned and maintained facilities, in an amount not to exceed \$71,520.00. Staff was satisfied with Crystal Maintenance Plus's services during Fiscal Year 2024.

Janitorial services are budgeted and paid from various funds, depending on location for services. For Fiscal Year 2024, the proposed budget includes \$51,500 in 01-09-21-4219; \$25,800 in 06-34-48-4219; and \$4,000 in 43-34-76-4219 for a total budget of \$81,300.

ACTIONS PROPOSED:

Approve Resolution No. 24-R-0086 authorizing the Mayor to execute a First Contract extension with Crystal Maintenance Plus Corporation of Mount Prospect, Illinois, for 2025 Janitorial Services for Municipal Buildings, in an amount not to exceed \$71,520.00.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 24-R-0086

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A FIRST CONTRACT EXTENSION WITH CRYSTAL MAINTENANCE
PLUS CORPORATION OF MOUNT PROSPECT, ILLINOIS
FOR 2025 JANITORIAL SERVICES FOR MUNICIPAL BUILDINGS
IN AN AMOUNT NOT TO EXCEED \$71,520.00.**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to a execute a First Contract extension with Crystal Maintenance Plus Corporation of Mount Prospect, Illinois, for 2025 Janitorial Services for Municipal Buildings, in an amount not to exceed \$71,520.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 16th day of December 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-0087 – Engineering Enterprises, Inc. – Professional Design Engineering Services for Lead Service Line Replacement Project – Phase A in an Amount Not to Exceed \$161,810.00

AGENDA ITEM NUMBER:4.C.**COMMITTEE AGENDA DATE:** December 5, 2024
COUNCIL AGENDA DATE: December 16, 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 Lead Service Line Replacement and Public Notification Act, that became effective on January 1, 2022, requires the City of West Chicago to develop, implement, and maintain a comprehensive Water Service Line (WSL) Inventory and a Lead Service Line Replacement (LSLR) Plan. On April 15, 2024, the City completed its WSL inventory based on the best available information and submitted to the Illinois Environmental Protection Agency (IEPA). The Initial LSLR Plan was submitted to the IEPA on May 7, 2024, with annual updates required in 2025 and 2026. The Final LSLR Plan is due before April 15, 2027. Based on the Initial LSLR Plan, the City has approximately 797 lead water service lines within the City limits.

Engineering Enterprises, Inc. (EEI) has successfully worked with the City to prepare and submit the Initial LSLR Plan. EEI has worked with multiple Chicagoland communities in their quest to complete LSLR projects. Based on its staff's knowledge and familiarity with LSLR subject, staff solicited a proposal for professional design engineering services from EEI. Staff anticipate completing the LSLR project in multiple phases. The current proposal is for Phase A of the project, which would target replacing approximately 375 lead WSLs. EEI's scope of work will include preparation of loan application for the Illinois Public Water Supply Loan Program (PWSLP), financial coordination with the City relative to the loan application such as review of current rate structures to ensure sufficient revenue exists for loan re-payment and assistance with drafting necessary documents, design engineering, project meetings, data collection, utility coordination, preparation of plans, preparation of contract specifications, bidding assistance and geotechnical investigation by sub-consultant. The anticipated bidding timeframe is late summer 2025 and construction in 2026, pending approval of the PWSLP funds.

EEI's proposal for this task is \$168,810.00, which equates to 2.2% of estimated construction cost of \$7,745,000.00. Design engineering costs for locally funded projects generally equate to 7-9% of construction cost; however, the design for this project will not include typical items such as a topographical survey which results in reduced costs. This Project will be funded from 06-34-47-4806 where \$225,000.00 has been budgeted for this task.

ACTIONS PROPOSED:

Approve Resolution No. 24-R-0087 authorizing the Mayor to execute a contract with Engineering Enterprises, Inc. of Sugar Grove, Illinois, for professional engineering services related to the Lead Service Line Replacement Project – Phase A in an amount not to exceed \$168,810.00.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 24-R-0087

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ENGINEERING ENTERPRISES, INC. OF SUGAR GROVE, IL FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE LEAD SERVICE LINE REPLACEMENT PROJECT – PHASE A IN AN AMOUNT NOT TO EXCEED \$168,810.00.

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a Contract with Engineering Enterprises, Inc. of Sugar Grove, IL for professional engineering services related to the preparation of Lead Service Line Replacement Project – Phase A in an amount not to exceed \$168,810.00, in substantially the form attached hereto and incorporated herein as Exhibit “A”.

APPROVED this 16th day of December 2024.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor, Ruben Pineda

ATTEST:

Executive Office Manager, Valeria Perez



November 7, 2024

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

Re: LEAD SERVICE LINE REPLACEMENT PROGRAM – YEAR 1
City of West Chicago, DuPage County, IL

Dear Mr. Patel:

Enclosed for your review and consideration are two copies of our proposed agreement for the subject project. The attached agreement includes a detailed scope of services and estimate of level of effort and associated cost for the project. We are proposing to provide our professional engineering services for a fixed fee amount of \$161,810 (Not to Exceed).

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

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in blue ink, reading 'Stephen T. Dennison', is positioned above the typed name.

Stephen T Dennison, P.E
Vice President

VH/STD

Enclosures

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

**Agreement for Professional Services
Lead Service Line Replacement Program – Year 1**

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

A. Services:

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

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

Contractor shall receive as compensation for all work and services to be performed herein an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment D. The professional engineering services will be paid for as a not to exceed fee in the amount of \$161,810. All payments will be made accordingly to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

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



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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in



accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: United States Citizen Resident Alien Non-Resident Alien
The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

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

I. Indemnification:

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

J. Schedule

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

K. Additional Terms or Modification:

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



- Attachment A:** *Standard Terms and Conditions*
- Attachment B:** *Scope of Services*
- Attachment C:** *Anticipated Project Schedule*
- Attachment D:** *Estimated Level of Effort and Associated Cost*
- Attachment E:** *IEPA Contract Requirements*
- Attachment F:** *Standard Schedule of Charges*

L. Notices:

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

For the City of West Chicago:

For the Engineer:

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

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

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

Agreed to this ___ day of _____, 2024.

City of West Chicago:

Engineering Enterprises, Inc.:

Title: Ruben Pineda, Mayor

Stephen T. Duro
Vice President

Attest:

Attest:

Title: Valeria Perez,
Executive Office Manager

Veronica Hall
Signer ID: CL0CK3ZM11...
Project Manager



ATTACHMENT A: STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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



Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

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

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

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

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

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

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

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

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

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

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

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

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

**Lead Service Line Replacement (LSLR) Program – Year 1 Improvements
City of West Chicago, IL
Professional Services Agreement - Design Engineering**

Attachment B – Scope of Services

The City of West Chicago Water Works System currently includes a number of residential lead service lines (LSL), which connect the City's water distribution system to residential properties within the community. The City's intent is to implement a multi-year lead service line replacement program utilizing funds from the IEPA Public Water Supply Loan Program (PWSLP). To be eligible for the loan, the City has prepared and submitted a Drinking Water Project Plan for review and approval by the IEPA. The City is seeking to proceed with Year 1 of the loan program, which includes preparation of the PWSLP loan application and design engineering. The Year 1 Improvements and the scope of the Design Engineering services herein assume up to 375 Lead Service Line Replacements.

EEL's proposed scope of service items are as follows:

ILLINOIS PUBLIC WATER SUPPLY LOAN PROGRAM (PWSLP) LOAN APPLICATION:

- 1.1 Prepare Loan Application Form
 - Loan Program Certifications and Resolutions
 - Disbarment, Suspension, and Other Responsibility Matters
 - Intent Regarding National Flood Insurance
 - Project Site Rights of Way, Easements and Permits
 - Taxpayer ID (FEIN) Certifications
 - Five Officer Certification Form
 - Tax Compliance Certificate and Agreement
 - Authorizing Representative to Sign Loan Documents
 - Certified Bond Ordinance
 - Existing Water Rate Ordinance
 - Water System Information
 - Project Completion Schedule and Estimates
- 1.2 Financial Coordination with the City
 - Current and Future Debt
 - Comprehensive Financial Projections (5 years)
 - Audited Financial Statements
 - Bond Ratings
 - DUNS Number

DESIGN ENGINEERING:

- 2.1 Project Management and Administration
 - Budget Tracking
 - Management of Personnel and the Engineering Contract
 - General Coordination with the City, Sub-Consultants, and IEPA PWSLP Contact
- 2.2 Project Meetings
 - Kick Off Meeting with the City
 - Two (2) Progress Review Meetings with the City
 - Two (2) Public Information Meetings Including Presentations
 - Mandatory Pre-Bid Meeting

2.3 Acquire City Data and Utility Coordination

- Acquire and Review Existing Engineering Plans, Service Line Records, GIS Utility Records, and Geotechnical/LPC Data
- Coordinate with City on Required Meter, Plumbing Fixtures, etc. for Private Side Services.
- Design JULIE

2.4 Prepare Contract Documents and Estimates

- Preparation of 60%, 90% and 100% Contract Documents and Engineer's Opinion of Probable Construction Cost for Review by the City.
- Contract Documents Shall Consist of a Project Manual Comprised of the Following:
 - Typical City Contracting Documents (Provided by the City)
 - Project Specific Special Provisions
 - Location Exhibits
 - Existing Engineering Plans (Provided by the City)
 - Details
 - Geotechnical and LPC Data
 - All Required IEPA Language, Checklists and Certifications to be in Compliance with the Loan Program
- Obtain IEPA PWSLP Approval of Contract Documents Prior to Bidding. Revisions to Contract Documents per IEPA Review as Necessary.

2.5 Bidding and Contracting

- Prepare Ad for Bid and Assist City with Posting in Local Paper (City to Pay Cost for Advertising)
- Acquire Certified Ad for Bid
- Prepare Bidders List
- Address Bid Questions and Prepare Addenda
- Coordinate Addenda Approval with IEPA Prior to Issuance
- Prepare Bid Tab, Bid Summary, and Intent of Award Letter
- Submit Successful Bid Proposal to IEPA for Approval

The following scope of services will be provided by EEI's subconsultant Rubino Engineering if the data is not already available.

- Perform Soil Borings
- Prepare Geotechnical Report
- Prepare LPC Form 662 or 663 Permit

EXCLUSIONS

The above scope of services excludes the following:

- Attendance at City Council Meetings
- Residential Coordination Aside from Public Meetings
- Temporary Construction Easements – To Be Managed During Construction Phase
- Topographic Survey
- Traditional Engineering Plans
- Permitting (None Anticipated)
- Bidding Process (Managed by the City Electronically)
- Attend Bid Opening (Electronic; N/A)

ADDITIONAL SERVICES

The above scope summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope, shall be considered outside the scope of the agreement and will be billed in accordance with EEI's current Standard Schedule of Charges. No such additional services shall be performed unless authorized pursuant to a written amendment to this Agreement entered into and executed by the parties.

ATTACHMENT C: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER	
City of West Chicago		WE2402	
PROJECT TITLE		DATE	PREPARED BY
Lead Service Line Replacement (LSLR) - Year 1 Program, Design Engineering		9/25/24	STD

TASK NO.	TASK DESCRIPTION	2024			2025												
		OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
		Illinois PWSLP Loan Application															
1.1	Prepare Loan Application (Incl. Certificates and Resolution Coordination)																
1.2	Financial Coordination with the City																
DESIGN ENGINEERING																	
2.1	Project Management and Administration																
2.2	Project Meetings																
2.3	City Data and Utility Coordination																
2.4	Contract Documents and Estimates																
2.5	Bidding and Contracting (Includes 1 Mandatory Pre-Bid Meeting)																

Notes:
Schedule Targets Fall 2025 Construction Start



**ATTACHMENT D: ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST
PROFESSIONAL ENGINEERING SERVICES**

CLIENT	PROJECT NUMBER
City of West Chicago	WE2402
PROJECT TITLE	DATE
Lead Service Line Replacement Program - Year 1 Improvements	9/25/24
	PREPARED BY
	VH/STD

TASK NO.	TASK DESCRIPTION	ENTITY	ENGINEERING					ADMIN	HOURS	COST
		ROLE	PIC	PM	PE	SPT I	GIS Tech	Admin		
		PERSON	STD	VH	EMC		MJT	DRA		
		RATE	\$241	\$210	\$168	\$164	\$140	\$72		
ILLINOIS PWSLP LOAN APPLICATION										
1.1	Prepare Loan Application (Incl. Certificates and Resolution Coordination)		8	40	12	-	-	-	60	\$ 12,344
1.2	Financial Coordination with the City		4	8	4	-	-	-	16	\$ 3,316
Illinois PWSLP Loan Application Subtotal:			12	48	16	-	-	-	76	\$ 15,660
DESIGN ENGINEERING - LSLR										
2.1	Project Management and Administration		8	60	12	-	-	-	80	\$ 16,544
2.2	Project Meetings		16	24	24	-	-	-	64	\$ 12,928
2.3	City Data and Utility Coordination		8	32	64	-	40	-	144	\$ 25,000
2.4	Contract Documents and Estimates		8	16	220	-	24	2	270	\$ 45,752
2.5	Bidding and Contracting		8	24	48	-	-	2	82	\$ 15,176
Design Engineering LSLR Subtotal:			48	156	368	-	64	4	640	\$ 115,400
PROJECT TOTAL:			60	204	384	-	64	4	716	\$ 131,060

EI STAFF

JAM Steve Dennison, PE
 VH Veronica Hall, PE
 EMC Emily Conti, EI
 MJT Matthew Taylor
 DRA Deborah Anderson

DIRECT EXPENSES	
Mileage =	\$ -
Printing =	\$ 750
Subconsultant (Rubino) =	\$ 30,000
TOTAL DIRECT EXPENSES	\$ 30,750

LABOR SUMMARY	
EI Labor Expenses =	\$ 131,060
TOTAL LABOR EXPENSES	\$ 131,060

TOTAL COSTS \$ 161,810



ATTACHMENT E
IEPA PROFESSIONAL SERVICES CONTRACT CLAUSES

Audit and Access to Records Clause:

- A. Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- B. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- C. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- D. The final audit report shall include the written comments, if any, of the audited parties.
- E. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

Covenant Against Contingent Fees:

The professional services contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Certification Regarding Debarment, Suspension and Other Responsibility Matters:

Form EPA 5700-49 is signed and attached as part of Attachment E.

USEPA Nondiscrimination Clause:

The contractor (engineer) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

USEPA Fair Share Percentage Clause:

The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the [WPC or PWS] Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs".



EPA Project Control Number

United States Environmental Protection Agency
Washington, D.C. 20460
**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public: (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Stephen T. Dennison, P.E. - Vice President

Typed Name and Title of Authorized Representative

9/25/2024

Signature of Authorized Representative

Date

I am unable to certify to the above statements. May explanation is attached.



STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2024

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$246.00
Principal	E-3	\$241.00
Senior Project Manager	E-2	\$234.00
Project Manager	E-1	\$210.00
Senior Project Engineer/Surveyor II	P-6	\$200.00
Senior Project Engineer/Surveyor I	P-5	\$186.00
Project Engineer/Surveyor	P-4	\$168.00
Senior Engineer/Surveyor	P-3	\$155.00
Engineer/Surveyor	P-2	\$140.00
Associate Engineer/Surveyor	P-1	\$127.00
Senior Project Technician II	T-6	\$175.00
Senior Project Technician I	T-5	\$164.00
Project Technician	T-4	\$153.00
Senior Technician	T-3	\$140.00
Technician	T-2	\$127.00
Associate Technician	T-1	\$111.00
GIS Technician II	G-2	\$125.00
GIS Technician I	G-1	\$114.00
Engineering/Land Surveying Intern	I-1	\$ 82.00
Executive Administrative Assistant	A-4	\$ 77.00
Administrative Assistant	A-3	\$ 72.00

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 20.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)		Cost
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 225.00
Expert Testimony		\$ 275.00

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 24-R-0088 – Amendment No. 2 – Thomas Engineering Group, LLC – Phase III Construction Oversight Services of Public Improvements Constructed by Pulte Home Company, LLC for the Trillium Farm Subdivision Development Project in the Amount Not to Exceed \$7,196.83 for a Revised Contract Amount of \$183,683.91

AGENDA ITEM NUMBER:

4.Dc

COMMITTEE AGENDA DATE: December 5, 2024
COUNCIL AGENDA DATE: December 16, 2024

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

SIGNATURE _____

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE _____

ITEM SUMMARY:

Pulte Home Company, LLC developed an 84-home residential subdivision, known as Trillium Farm, on approximately 34.97 acres of land generally located at the southeast corner of Gary's Mill Road and Purnell Road originally in unincorporated DuPage County. On August 19, 2024, the City Council approved Ordinance No. 24-O-0025 for the annexation of the Trillium Farm Residential Subdivision. The subdivision includes the construction of substantial public improvements, including, but not limited to, approximately 8,500 lineal feet of watermain and appurtenances, approximately 5,000 lineal feet of sanitary sewer main and appurtenance, approximately 7,000 lineal feet of storm sewer pipe and appurtenances, approximately 0.87 miles of residential roadways, approximately 27,300 square feet of public sidewalk, and a complete street light system.

With a Pre-Annexation Agreement executed between Pulte Home Company, LLC and the City of West Chicago, the public improvements ultimately would become the ownership and maintenance responsibility of the City of West Chicago. Therefore, although the said subdivision was originally being constructed in unincorporated DuPage County, it was important for the City to conduct full-time construction observation and inspection services for all public improvements to ensure compliance with the City Code of Ordinance and standards.

For the Phase III construction oversight services, the City Council awarded the original contract to Thomas Engineering Group, LLC (TEG) under Resolution No. 20-R-0049 for an amount not to exceed \$109,830.24 and Amendment No. 1 under Resolution No. 21-R-0067 for an amount not to exceed \$66,656.84, for a total contract amount of \$176,487.08.

To properly conduct field observation and to formally close out the development project in accordance with the Pre-Annexation Agreement and the City Code of Ordinance, there was a need for additional Phase III construction observation services from TEG. The factors that led to additional services included extensive final inspection and the punch list items prior to acceptance, subcontractor scheduling delays, and requirements for additional oversight for driveway aprons in the public right-of-way during the construction phase. Additional Phase III construction observation services performed by TEG amount to \$7,196.83 for a revised contract amount of \$183,683.91.

CITY OF WEST CHICAGO

The overage of \$7,196.83 will be funded from the fund balance in the FY 2024 Budget under Capital Projects Fund Account No. 08-34-53-4225. All costs incurred for the Phase III construction observation services, plus a 25% administrative fee, will be reimbursed from Pulte Home Company, LLC per the Pre-Annexation Agreement and Appendix G of the City Code.

ACTIONS PROPOSED:

Approve Resolution No. 24-R-0088 authorizing the Mayor to execute a contract Amendment No. 2 with Thomas Engineering Group, LLC for construction oversight services of public improvements constructed by Pulte Home Company, LLC, for the Trillium Farm Subdivision Development Project, for an amount not to exceed \$7,196.83 for a revised contract amount of \$183,683.91.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 24-R-0088

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AMENDMENT NO. 2 WITH THOMAS ENGINEERING GROUP, LLC FOR
PHASE III CONSTRUCTION OVERSIGHT SERVICES OF THE PUBLIC
IMPROVEMENTS CONSTRUCTED BY PULTE HOME COMPANY, LLC FOR
THE TRILLIUM FARM SUBDIVISION DEVELOPMENT PROJECT IN THE
AMOUNT NOT TO EXCEED \$7,196.83 FOR A REVISED CONTRACT
AMOUNT OF \$183,683.91**

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 Contract Amendment No. 2 for Phase III Construction Oversight Services of public improvements to be constructed by Pulte Home Company, LLC. for the Trillium Farm Subdivision Development Project, between the City of West Chicago and Thomas Engineering Group, LLC, for an amount not to exceed \$7,196.83 for a revised contract amount of \$183,683.91, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 16th day of December 2024.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Ruben Pineda, Mayor

ATTEST:

Valeria Perez, Executive Office Manager

November 8, 2024

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

**Re: Supplement-Amendment #2 to Professional Services Agreement – Trillium Farm
Subdivision Development Project**

Dear Mr. Shah:

Thomas Engineering Group, LLC (TEG) prepares this memo to request Amendment #2 in order to continue providing professional engineering services on behalf of the City of West Chicago (City) for the Trillium Farm Subdivision Development Project (Development).

On September 8, 2020, the City Council of West Chicago, by Resolution No. 20-R-0049, authorized the Mayor to execute a Professional Services Agreement between TEG and the City, for Phase III construction oversight services of public improvements to be constructed by Pulte Home Company LLC (Pulte), related to the Development. This original Agreement was for an initial not exceed amount of \$109,830.24.

On August 2, 2021, City Council, by Resolution No. 21-R-0067, authorized the Mayor to execute Contract Amendment No. 1 with TEG, for professional services related to the construction oversight services of public improvements to be constructed by Pulte, for the Development. This Amendment increased the upper limit of the Contract to \$176,487.08, an increase of \$66,656.84.

This Amendment is hereby requested to oversee the final stage of the Development and to provide the requested oversight services for the remaining public improvements related to the Development's final punch list items. Based on the amount of work completed since the development's public improvements started (September 2000), and the requested work completed through October 31, 2024, an Amendment in the amount of \$7,196.83 is being requested for the additional oversight services provided for the remaining public improvements:

Budget Required:	\$ 8,650.85
Original Agreement and Amendment #1 Remaining Amount:	\$ 1,454.02
Proposed Supplement #2 Amount:	\$ 7,196.83

This Amendment is being requested due to the below listed work that was not anticipated in July 2021, when the Contract Amendment #1 was requested:



1. Additional Oversight Services Requested by the City.

The request for Supplement #1 and its associated Estimate of Remaining Time Requested was submitted to the City on July 19, 2021. On August 19, 2021, The City requested TEG to provide oversight services of the Development's driveway aprons. Observations of the driveway aprons was not an oversight task that was budgeted in the Development's September 8, 2020, initial Agreement, nor was it included in the Amendment request dated July 19, 2021. It is estimated that approximately 50 hours were invoiced in association with oversight of the driveway aprons.

2. Extensive Punch List Items.

Although punch list items were included as part of the initial 2020 Agreement, the extent of the punch list items, and their associated re-inspections, were not included in 2021 Amendment request. The punch list items identified by TEG included, but was not limited to, approximately 1200 SF of sidewalk, 275 LF of curb, 500 SF of Class-D patching, and 50 sewer structures. It is estimated that approximately 64 hours will be required to provide construction oversight of these items, including re-inspections.

3. Subcontractor Delays.

Observation oversight of the installation of intermittent driveway aprons and intermittent sidewalk across the individual lots, was time consuming as the driveway aprons and sidewalk were installed intermittently. When TEG was notified of apron and sidewalk installations, they would observe, on average, 4 aprons per day or approximately 2.5 sidewalk-lot locations per day. In addition, upon arriving at the scheduled time provided by the subcontractors, there would often be a delay in the arrival of the HMA and PCC material trucks and between the arrival of material trucks if multiple deliveries were needed on a particular day. This time delay was not always documented, but for the time that was documented, is estimated that at least 10 hours were spent on site awaiting the arrival of the delivery trucks.

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

If you have any questions or require additional information, please call or e-mail at doug@thomas-engineering.com.

Sincerely,
thomas engineering group, llc


Douglas M. Masters
Municipal Operations Supervisor

cc: Kevin C. VanDeWoestyne, P.E., ENV SP, Municipal Department Head, Thomas Engineering Group, LLC

Approved
City of West Chicago

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 24-R-0089 – Amendment No. 1 – Kluber, Inc. – Phase II & Phase III Professional Architectural Services for the 2025 Police Station HVAC Improvements Project in an Amount Not to Exceed \$73,175.00 for a Revised Contract Amount of \$83,025.00

AGENDA ITEM NUMBER:4.E**COMMITTEE AGENDA DATE:** December 5, 2024**COUNCIL AGENDA DATE:** December 16, 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 professional architectural services for the 2025 HVAC Improvements Project at the Police Station located at 325 Spencer Street, as denoted in the location map, are separated into three separate phases. Phase I services include the study and the assessment of the existing mechanical system; Phase II services include the mechanical design and project procurement; and Phase III services include the construction administration phase. The scope of the Project includes replacement of the two rooftop units (RTU), replacement of two boilers, variable air volume (VAV) system upgrades, and necessary electrical upgrades at PD. Both the RTUs and boilers were last replaced as part of the 1991 renovation project at the Station. The RTUs have exceeded their expected median service life of 20 years, and the boilers have exceeded their expected median service life of 22 years. The proposed Project is anticipated to be completed in fall 2025, dependent on equipment procurement lead time.

In October 2024, Kluber, Inc. successfully performed the Phase I component, the initial study and the assessment, for the mechanical equipment (e.g., RTU, boilers, electrical apparatus) at the Station, which was approved under the spending authority of the Director of Public Works for an amount not to exceed \$9,850.00. The study recommended that the RTU and boilers be replaced. Furthermore, it was also recommended to replace the VAV box pneumatic controls with direct digital controls (DDC) that interface with the existing building automation. DDC upgrade would provide more accurate control and improve the overall environment inside the Station.

Kluber, Inc.'s proposal for Phase II and Phase III professional architectural services amounts to \$73,175.00 for a revised contract amount of \$83,025.00, which equates to approximately 7.0% of the architect's overall project estimate of \$1,191,610.00. FY 2025 budget under Capital Projects Fund Account No. 08-34-53-4801 includes \$80,000.00 for Phase II & III professional architectural services for the project.

Kluber, Inc. has previously provided Phase II and Phase II professional architectural services for various facilities projects in FY 2023 and FY 2024, including the insulation and roof replacement projects at the Streets Division Garage, interior renovation at the Fleet Garage, and exterior renovations at the Metra Depot, which were all completed successfully.

Staff recommends approval of Kluber, Inc.'s proposal for Phase II and Phase III professional architectural services amounts to \$73,175.00 for the 2025 Police Department HVAC Improvements Project.

ACTIONS PROPOSED:

Approve Resolution No. 24-R-0089 authorizing the Mayor to execute an Amendment No. 1 for professional architectural services contract with Kluber, Inc. for Phase II – Design and Phase III – Construction Administration for the 2025 Police Department HVAC Improvements Project in the amount not to exceed \$73,175.00 for a revised contract amount of \$83,025.00.

CITY OF WEST CHICAGO

COMMITTEE RECOMMENDATION:

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RESOLUTION NO. 24-R-0089

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT
NO. 1 WITH KLUBER, INC. OF AURORA, ILLINOIS, FOR
PROFESSIONAL ARCHITECTURAL SERVICES RELATED TO
2025 POLICE DEPARTMENT HVAC IMPROVEMENTS PROJECT IN AN
AMOUNT NOT TO EXCEED \$73,175.00 FOR A REVISED CONTRACT
AMOUNT OF \$83,025.00**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a Contract Amendment No. 1 with Kluber, Inc. of Aurora, Illinois, for professional architectural services related to the 2025 Police Department HVAC Improvements Project in an amount not to exceed \$73,175.00 for a revised contract amount of \$83,025.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 16th day of December 2024.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Ruben Pineda, Mayor

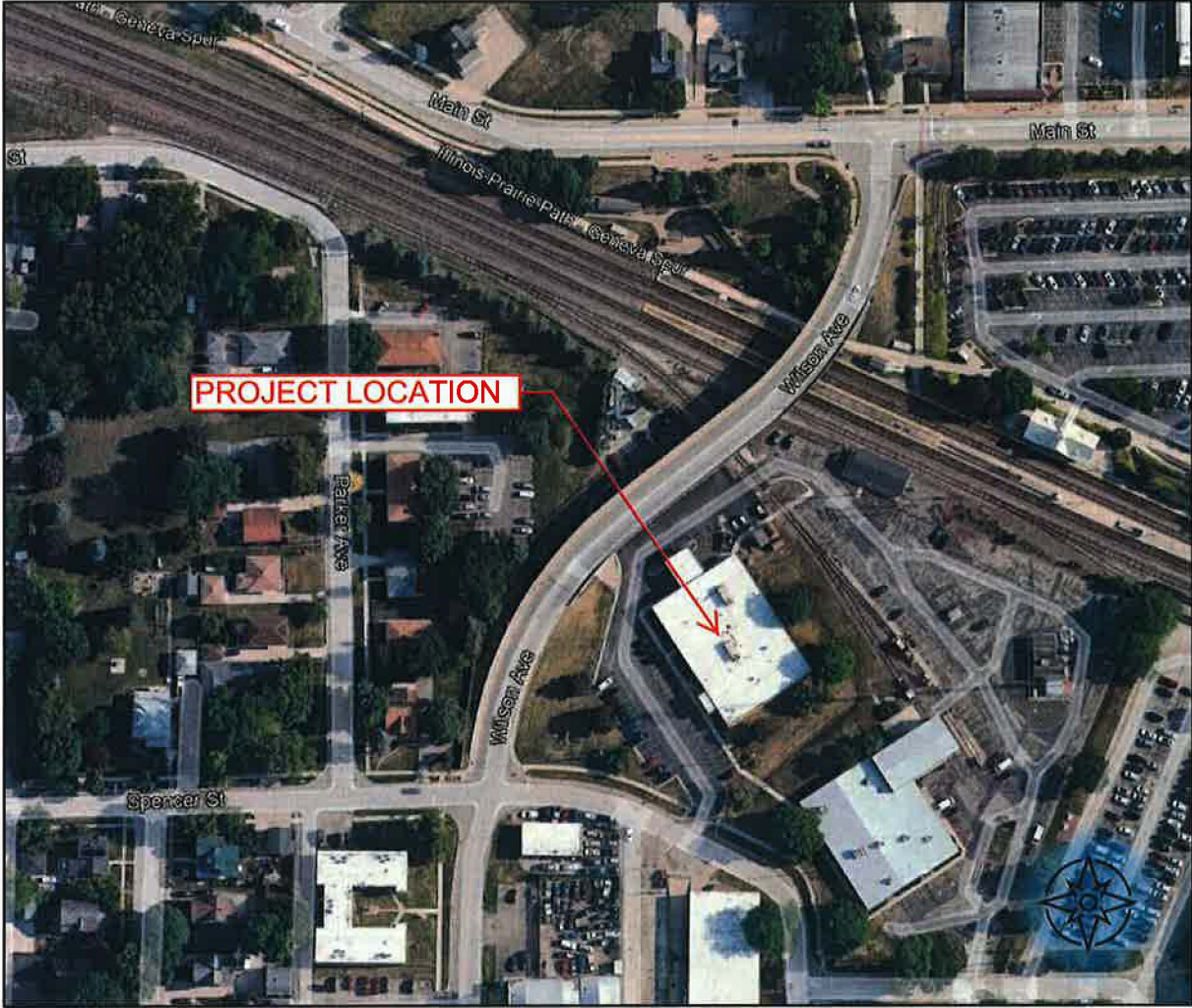
ATTEST:

Valeria Perez, Executive Office Manager

Location Map

West Chicago Police Department Rooftop Unit (RTU) & Boiler Replacement Project

325 Spencer Street
West Chicago, DuPage County



**AGREEMENT BETWEEN THE CITY OF WEST CHICAGO, ILLINOIS AND
KLUBER, INC. FOR PROFESSIONAL ARCHITECTURAL SERVICES RELATED TO
THE 2025 POLICE DEPARTMENT HVAC IMPROVEMENT PROJECT**

This AGREEMENT, made this 16TH day of DECEMBER, 2024 between CITY OF WEST CHICAGO, a body politic and corporate, with offices at 475 Main Street, West Chicago, Illinois 60185 (hereinafter the "CITY") and KLUBER, INC., licensed to do business in the State of Illinois, with offices at 41 W. Benton Street, Aurora, Illinois 60506 (hereinafter the "CONSULTANT"), hereinafter together referred to as the "PARTIES":

RECITALS

WHEREAS, the Illinois General Assembly has granted the CITY authority to enter into agreements for the purposes of providing professional services (pursuant to Municipal Code, 65 ILCS 5/1-1-10, et. seq.); and,

WHEREAS, the CITY requires professional architectural services, consisting of the design, procurement, construction administration phase, related to the 2025 Police Department HVAC Improvements project. Services will include, but are not limited to, items described in the proposal titled "Police Department HVAC Improvement – Project, Kluber, Inc., Proposal No. 240812.01; and,

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional architectural services and is willing to perform the required services for an amount not to exceed \$73,175.00; and,

WHEREAS, the CITY has had a previous working relationships with the CONSULTANT; and,

WHEREAS, the CITY wishes to memorialize the terms and conditions of its AGREEMENT with the CONSULTANT.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each PARTY to the other, the PARTIES do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION.

1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.

2.0 SCOPE OF SERVICES.

2.1 Services are to be provided by the CONSULTANT according to the specifications in the scope of work, specified as Exhibit "A", attached hereto, which is hereby incorporated by reference.

2.2 The relationship of CONSULTANT to CITY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing CITY to exercise control or direction over the manner or method by which CONSULTANT or its subconsultants provide services hereunder.

3.0 NOTICE TO PROCEED.

3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the CITY by the Director of Public Works or his/her designee, (hereinafter referred to as the "Director"), in the form of a written notice to proceed or email, following execution of the contract by the City Administrator.

3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the CITY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 4.1, 5.2, 6.4, 7.1, 8.2 and 8.3, all subject to payment approval by the corporate authority.

4.0 TECHNICAL SUBCONSULTANTS.

4.1 The prior written approval of the CITY shall be required before CONSULTANT hires any technical subconsultants to complete CITY ordered tasks, which consent shall not be unreasonably withheld.

4.2 Any subconsultant(s) hired by the CONSULTANT shall be supervised by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said subconsultant, or subconsultants, in the same manner and with the same liability as if performed by the CONSULTANT.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work within seven (7) working days after the CITY issues its Written Notice to Proceed. The CITY is not liable and will

not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.

- 5.2 Unless otherwise defined in the Scope of Services, the CONSULTANT shall complete all work in accordance with the time frame as outlined in the written Notice to Proceed.
- 5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the CITY or by any employee of CITY or by changes ordered by the CITY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the CITY upon consultation with CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 COMPENSATION

- 6.1 The CITY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT.
- 6.2 For work performed, the City will pay the actual hourly rates for CONSULTANT'S staff. A chart listing the hourly rates for CONSULTANT'S staff, identified by position or assignment, is attached and incorporated hereto as Exhibit "C". The hourly rates identified include all overhead and profit charges.
- 6.3 Direct expenses are costs for supplies and materials to be paid for by the CITY for completion of all work defined in Exhibit "A". For direct expenses, including supplies, materials and costs related to specific reports and presentations as required by the CITY, the CITY shall pay on an actual cost basis without any markup added.
 - 6.3.a For all direct expenses more than \$25, the CONSULTANT shall include copies of receipts from suppliers for expendable materials with its invoice to the CITY. Direct expenses in excess of \$500.00 shall require prior written approval from the City.
 - 6.3.b CONSULTANT shall not include computer charges as direct expenses.
- 6.4 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the CITY on a monthly basis. Each invoice shall summarize the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task.
- 6.5 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under, any circumstances, exceed \$_____. In the event the CITY directs CONSULTANT to do work which would cause the stated amount

to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.

6.6 Upon receipt, review and approval of properly documented invoices, the CITY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, within 30 days of invoice receipt, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The CITY may not deny a properly documented claim for compensation, in whole or in part, without cause. The CITY reserves the right to hold back a sum equal to not more than five percent of the total contract sum to ensure performance. The CITY shall not be required to pay CONSULTANT more often than monthly.

6.7 Upon receipt, review and acceptance of all deliverables specified in Exhibit "B" of this AGREEMENT, final payment shall be made to the CONSULTANT.

7.0 DELIVERABLES.

7.1 The CONSULTANT shall provide the CITY on or before the termination of this AGREEMENT, or as directed by the Notice to Proceed, the deliverables specified in Exhibit "B" of this AGREEMENT, attached hereto, which is hereby incorporated by reference.

8.0 CONSULTANT'S INSURANCE

8.1 CONSULTANT shall procure and maintain, for the duration of the project, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, employees, or sub-consultant(s).

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability Occurrence form number CG 0001 with the City named as additional insured, on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 20 10 or CG 20 26, and CG 20 01.

Endorsement CG 20 37 – Completed Operations required if box is checked ; and

2. Owners and Contractors Protective Liability (OCP) policy with the City as insured

Required if box is checked ; and

3. Insurance Services Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto"; and
4. Worker's Compensation as required by the Worker's Compensation Act of the State of Illinois and Employers' Liability Insurance.
Additional coverage required for employee exposure to lead, if box is checked ; and
5. Builders Risk Property Coverage with City as loss payee.
Required if box is checked ; and
6. Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.
Required if box is checked ; and

B. Minimum Limits of Insurance

CONSULTANT shall maintain limits NO LESS than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project specific aggregate of \$1,000,000.
2. Owners and Contractor Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
3. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
4. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
5. Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.

6. Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents, and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment or losses and related investigation, claim administration and defense expenses.

D. The policies are to contain, or be endorsed to contain the following provisions.

1. General Liability and Automobile Liability Coverages

- a. The City, its officials, employees, agents, and volunteers are to be covered as additional insureds as respects: liability arising out of the CONSULTANT'S work, including activities performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, leased or used by the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, agents, employees, and volunteers.
- b. The CONSULTANT'S insurance coverage shall be primary and non-contributory as respects the City, its officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, agents, and volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, agents, employees, or volunteers.
- d. The CONSULTANT'S insurance shall contain a Severability of Interests/Cross Liability clause or language stating that CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- e. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the CONSULTANT shall be required to name the City, its officials, employees, agents, and volunteers as additional insured.
- f. All general liability coverages shall be provided on an occurrence policy form, Claims-made general liability policies will not be acceptable.
- g. The CONSULTANT, all sub-consultants, and all sub-consultants hereby agree to any limitation as to the amount of contribution recoverable against them by the City. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

2. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and volunteers for losses arising from work performed by CONSULTANT for the City. Waiver of Subrogation policy endorsement must be provided (CG 75 55 or CG 24 04).

3. Professional Liability (architect, engineer, surveyor, consultant
Required if box is checked ;

- a. Professional liability insurance with limits not less than \$1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
- b. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the CONSULTANT shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
- c. Provide a certified copy of actual policy for review.
- d. Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:

- i. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
- ii. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage

4. All Coverages

No Waiver. Under no circumstances shall the City be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

- (a) Allowing work by CONSULTANT or any sub-consultant(s) to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
- (b) Failure to examine, or to demand correction of any deficiency of any Certificate of Insurance and Additional Insured Endorsement received.

Each insurance policy required shall have the City expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

E. Endorsements, OCP policy, or General Liability policy shall not exclude supervisory or inspection services.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage

CONSULTANT shall furnish the City with certificates of insurance naming the City, its officials, employees, agents, and volunteers as an additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences. The following additional insured

endorsements may be utilized: ISO Additional Insured Endorsement CG 20 10 or CG 20 26, CG 20 01, CG 20 37 - Completed Operations, and CG 75 55 or CG 24 04, where required. The City reserves the right to request full-certified copies of the insurance policies and endorsements.

H. Sub-consultants

CONSULTANT shall include all sub-consultants as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverages for sub-consultants shall be subject to all of the requirements stated herein.

I. Assumption of Liability

The CONSULTANT assumes liability for all injury to or death of any person or persons including employees of the CONSULTANT, any sub-consultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent acts, errors or omissions in its performance under this AGREEMENT or any willful conduct on the part of CONSULTANT resulting in liability. Willful act, as defined herein, shall mean a voluntary, deliberate action by CONSULTANT or its agent.

- 8.2 It shall be the duty of the CONSULTANT to provide to the CITY, copies of the CONSULTANT'S Certificates of Insurance before issuance of a Notice to Proceed.

9.0 INDEMNIFICATION.

- 9.1 The CONSULTANT shall indemnify and hold harmless the CITY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, attorney fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT'S negligent acts, errors or omissions in its performance under this AGREEMENT or any willful conduct on the part of CONSULTANT resulting in liability. Willful act, as defined herein, shall mean a voluntary, deliberate action by CONSULTANT or its agent.
- 9.2 Nothing contained herein shall be construed as prohibiting the CITY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. CONSULTANT shall

reimburse the CITY from and against all liability, including costs, attorney's fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property in which CONSULTANT is found liable for negligent acts, errors or omissions or willful conduct.

- 9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. CONSULTANT'S indemnification of CITY shall survive the termination, or expiration, of this AGREEMENT.

10.0 SATISFACTORY PERFORMANCE

- 10.1 The CONSULTANT'S, and subconsultant(s), standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the CITY and meets or exceeds the quality and standards commonly accepted in the industry practicing in the same locality under similar conditions or circumstances.
- 10.2 The CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession practicing in the same locality under similar conditions or circumstances.
- 10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or subconsultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the CITY.
- 10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting therefrom.

11.0 CONFLICT OF INTEREST

- 11.1 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS.

- 12.1 The CONSULTANT agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, computations and all other deliverables prepared for the CITY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the CITY as provided in paragraph 7.1
- 12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the CITY which shall have the right to

use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT.

- 12.3 The CITY acknowledges that the use of information that becomes the property of the CITY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the CITY'S sole risk.
- 12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to CITY

13.0 COMPLIANCE WITH STATE AND OTHER LAWS.

- 13.1 The CONSULTANT, and subconsultant(s), will comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, or other mandated approvals, whenever applicable.
- 13.2 The CONSULTANT, and subconsultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/-101, et seq., and with all rules and regulations established by the Department of Human Rights.
- 13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).

14.0 MODIFICATION OR AMENDMENT.

- 14.1 The PARTIES may modify or amend terms of this AGREEMENT only by a written document duly executed by both PARTIES.

15.0 TERM OF THIS AGREEMENT.

- 15.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
 - (a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or
 - (b) December 31, 2025, or to a new date agreed upon by the PARTIES.

- (c) The completion by the CONSULTANT and CITY of their respective obligations under this AGREEMENT, in the event such completion occurs before December 31, 2025.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above. The CITY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT'S expiration or termination.

16.0 TERMINATION

16.1 Except as otherwise set forth in this AGREEMENT, either PARTY shall have the right to terminate this AGREEMENT for any cause upon serving thirty (30) days' prior written notice upon the other PARTY, except in the event of CONSULTANT'S insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.

16.2 Upon such termination, the liabilities of the PARTIES to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination.

16.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the CITY. Further, CONSULTANT shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

16.4 The CITY shall pay the CONSULTANT for all work performed prior to the date of termination and for all work necessary to comply with Section 16.3 above.

17.0 ENTIRE AGREEMENT.

17.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between the PARTIES.

17.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.

17.3 In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

18.0 ASSIGNMENT.

18.1 This AGREEMENT may be assigned by either PARTY provided, however, such assignment shall be first approved, in writing, by the other PARTY.

19.0 SEVERABILITY.

19.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

20.0 GOVERNING LAW.

20.1 This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

20.2 The forum for resolving any disputes concerning the PARTIES' respective performance, or failure to perform, under this AGREEMENT, shall be the 18th Judicial Circuit Court for DuPage County.

21.0 NOTICES.

21.1 Any required notice shall be sent to the following addresses and PARTIES:

KLUBER, INC.
41 W. Benton Street
Aurora, Illinois 60506
ATTN: Michael T. Kluber, President

CITY OF WEST CHICAGO
Department of Public Works
475 Main Street
West Chicago, Illinois 60185
ATTN: Mehul T. Patel, P.E., CFM, Director of Public Works

21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each PARTY may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

22.1 The PARTIES agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining PARTY shall not be construed, or otherwise

operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining PARTY from enforcing this AGREEMENT with respect to a different breach.

23.0 FORCE MAJEURE.

23.1 Neither PARTY shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

24.0 ACCESS TO PROPERTY.

24.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third PARTY necessary for the performance of its obligations under this AGREEMENT. If CONSULTANT is unable to obtain access to the property, the CITY shall be responsible for securing access for the CONSULTANT. In the event, the CITY cannot secure access for the CONSULTANT; the CITY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision.

IN WITNESS OF, the PARTIES set their hands and seals as of the date first written above.

CITY OF WEST CHICAGO

KLUBER, INC.

BY: _____
RUBEN PINEDA
MAYOR

BY: _____
MICHAEL T. KLUER, P.E.
PRESIDENT

ATTEST BY:

ATTEST BY:

VALERIA PEREZ
EXECUTIVE OFFICE MANAGER

NAME:
TITLE:

(SEAL)

EXHIBIT A

SCOPE OF WORK

This Exhibit includes the scope of work for the services of KLUBER, INC. for the purposes of providing professional architectural services, consisting of the design, procurement, and construction administration phase, related to the 2025 Police Department HVAC Improvements Project.

Refer to the attached proposal submitted by Kluber, Inc., entitled “Police Department HVAC Improvements – ‘Project’ Kluber, Inc. Proposal No. 240812.01”, as prepared by Michael T. Kluber, P.E, President, dated August 20, 2024, as addressed to Mehul Patel, Director of Public Works

EXHIBIT B

DELIVERABLES

The following deliverables will be submitted to the CITY before completion of the contract:

Refer to the attached proposal submitted by Kluber, Inc., entitled “Police Department HVAC Improvements – ‘Project’ Kluber, Inc. Proposal No. 240812.01”, as prepared by Michael T. Kluber, P.E, President, dated August 20, 2024, as addressed to Mehul Patel, Director of Public Works

EXHIBIT C

SCHEDULE OF HOURLY RATES AND COST BUDGET

Kluber, Inc., will bill the CITY for all tasks, assignments, and work performed in accordance with the following schedule:

Refer to the attached proposal and amendment submitted by Kluber, Inc., entitled “Police Department HVAC Improvements – ‘Project’ Kluber, Inc. Proposal No. 240812.01”, as prepared by Michael T. Kluber, P.E, President, dated August 20, 2024, as addressed to Mehul Patel, Director of Public Works

August 20, 2024

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

Re: Police Department HVAC Improvements – 'Project'
Kluber, Inc. Proposal No. 240812.01

Dear Mr. Patel:

Thank you for the opportunity to present this Proposal for Professional Services for the above referenced Project. It is our understanding that the City of West Chicago ('City') desires to engage Kluber, Inc. ('Consultant') to provide usual and customary architectural and engineering Services for as study phase for the proposed HVAC Improvements at the Police Department facility located at 325 Spencer Street (herein referred to as 'Project').

OVERVIEW OF PROJECT SCOPE

The Project consists of an initial study/assessment phase to confirm the requirements and phased budgets for the HVAC improvements for the existing Police Department outlined below by the Owner:

1. Replacement of the two (2) RTU's
 - a. Existing RTU: Model Y13AW22M50CBBBC 30 Ton Units (3) 10 Ton Compressors all separate circuits Hot water heating capable of meeting 358,000 BTU
2. Replacement of two (2) boilers with new 400,000 BTU High Efficiency Boilers
 - a. Existing Unit: Brand AJAX Model WG-400
3. Replace Pneumatic VAVs with Electric VAVs throughout the building.
4. Electric Heat coils to offices on exterior walls of the building (31) VAVs + (5) Fan Power VAVs .

INITIAL INFORMATION

- Kluber's preliminary assumption of the Cost of the Work (CoW) is to be determined as part the scope of this study/assessment phase. The Cost of the Work is the total cost to construct all elements of the Project designed or specified by Kluber, Inc.; it does not include A/E fees, land acquisition costs, permit fees, utility service connection or activation fees, financing costs, contingencies for changes in the Work, or other soft costs that are the responsibility of the City.
- The anticipated Project schedule is to be determined as mutually agreed.
- The intended Project delivery method is a single contract for General Construction; single bid package.
- The City's representative for the Project will be Dave Shah.
- Kluber, Inc.'s representative for the Project will be Don Ware.

Assumptions/Exclusions include the following:

- A. The assumption is that the current facility is code compliant with the codes that were in effect when constructed. Our scope of services does not include bringing the facility up to current codes and standards.
- B. The existing utilities (water, sewer, gas, electric) are capable of supporting the proposed renovations.

- C. The existing drawings provided by the City align with the as-built conditions with some minor adjustments that have occurred over the years.
- D. The existing mechanical and electrical distribution equipment is adequate for the proposed renovations, replacement of such equipment is not contemplated.

The foregoing is based on our meeting with you on August 12, 2024, and the previous RFP document dated March 2024.

SERVICES

Kluber, Inc. proposes to provide usual and customary architectural and engineering Services for the Project as set forth in the standardized Agreement for Professional Architectural Services *between City of West Chicago and Consultant*, and in accordance with the general understandings applicable to our relationship with you, with limitations as follows:

Study/Assessment Phase:

- Review information furnished by the City
- Non-invasive site review to document and generally become familiar with the existing conditions related to the Project scope of work
- Kick-off meeting with City to discuss Project in detail
- Perform code review related to Project scope of work
- Finalize specifications
 - City bidding requirements
 - Technical requirements for architectural and engineering systems
- Finalize technical drawings
- Prepare final estimate of Cost of the Work
- Administer virtual meetings with Design Team & vendors to review project
- Review final documents with City prior to bidding

SUPPLEMENTAL AND ADDITIONAL SERVICES

Supplemental Services are not included in the Services described above, but may be required for the Project or specifically requested by the City. The list below indicates Supplemental Services that will be provided by Kluber, City, To Be Determined (TBD) or Not Provided for the Project.

Supplemental Services:	Provided by:
Programming, or Validation of City’s Project Program, as described below	Not Provided
Existing Facilities:	
Survey of existing facility(ies) (required if City’s “as-built” drawings are discovered to be unavailable, inaccurate, incomplete or otherwise inconsistent with actual existing conditions)	Not Provided
Measured drawings documenting existing conditions of existing facility(ies)	Not Provided
Other Facility Support Services (as described in AIA B210 – 2017)	Not Provided
Environmental Testing for hazardous materials	City
Site Evaluation and Design:	
Site Evaluation and Planning (in accordance with AIA B203 – 2017)	Not Provided
Civil Engineering	Not Provided
Landscape Design	Not Provided
Geotechnical Services (Soil borings)	Not Required
Architectural and Interior Design:	
Multiple preliminary designs/options during Schematic Design Phase	Not Provided
Building information modeling (BIM)	Not Provided
Renderings, models, mockups, or other presentation materials requested by City	Not Provided
Historic Preservation (in accordance with AIA B205 – 2017)	Not Provided
Architectural Interior Design, including assistance with selection of interior finish colors, preparation of color boards, (in accordance with AIA B252 – 2019)	Not Provided
Furniture, Furnishings and Equipment (FF&E) (in accordance with AIA B253 – 2019)	Not Provided
Green Design:	
Extensive environmentally responsible design	Not Provided
LEED Certification (in accordance with AIA B214 – 2012)	Not Provided
Engineered Systems:	
Commissioning of engineered systems (if required)	City
Telecommunications/data systems design	Not Provided



Door Control & Security Access design	Not Provided
Audio Visual system design	Not Provided
Cost Control:	
Value Analysis (in accordance with AIA B204 – 2007)	Not Provided
Detailed opinions of probable construction cost (beyond conceptual costs as determined by per unit area or unit volume techniques)	Not Provided
Opinion of total project cost (including incorporation of soft costs such as A/E fees, permit fees, land acquisition costs, and costs of Additional Services not provided by Kluber, Inc.)	Not Provided
Consultant's Instruments of Service:	
As-designed record drawings (incorporating Work documented in Supplemental Instructions, Change Orders and Change Directives) (Included as part of Services)	Kluber
As-built record drawings (incorporating conditions as constructed by the Contractor)	Not Provided
Measured drawings, Design Documents, Construction Documents, as-designed record drawings or as-built record drawings furnished to City in AutoCAD .dwg format	Not Provided
Project Delivery, Coordination and Management:	
Coordination of design/engineering consultants employed directly by City. Limited to as required for the Consultant to prepare its Instruments of Service.	Not Provided
Multiple prime construction contracts	Not Provided
Fast-track project delivery/design services	Not Provided
Construction:	
Conformed construction documents (incorporating Addenda and permit revisions) (Included as part of Services)	Kluber
On-site project representation (not including the site visits noted under the Construction Administration Phase)	Not Provided
Post-occupancy evaluation	Not Provided
Construction Testing Services	City or Contractor

Commissioning:

- City will retain Consultant for Commissioning services if required. Scope TBD.

Design Phase:

- Review information furnished by the City
- Non-invasive site review to document and generally become familiar with the existing conditions related to the Project scope of work
- Kick-off meeting with City to discuss Project in detail
- Perform code review related to Project scope of work
- Finalize specifications
 - City bidding requirements
 - Technical requirements for architectural and engineering systems
- Finalize technical drawings
- Prepare final estimate of Cost of the Work
- Administer virtual meetings with Design Team & vendors to review project
- Review final documents with City prior to bidding
- Prepare documents for permit submission by the Contractor and respond to permit comments from the Authority Having Jurisdiction.

Procurement Phase:

- Assist City in contacting potential bidders for Project
- Prepare agenda and attend pre-bid meeting
- Review substitution requests
- Respond to contractor questions during bidding
- Issue addenda (if required)
- Participate in bid opening
- Perform contractor bid review evaluations
- Prepare and issue contractor bid results letter

Construction Administration Phase:

- Prepare agenda and attend pre-construction meeting
- Issue ASI's and RFP's as required
- Respond to Contractor questions
- Review progress pay requests if requested



- Participate in conference calls administered by the Contractor with Contractor, City, Vendors and Design Team
- Review Contractor change order requests and prepare change order documents
- Perform site visits for progress meetings, to address contractor questions and to observe the work is proceeding in general conformance with the contract documents with a maximum of TBD visits
- Perform up to two (2) reviews of each construction submittal
- Perform one (1) site visit to confirm Substantial Completion and identify punch list items
- Perform one (1) site visit to verify completion of punch list items and confirm Final Completion of the Work
- Issue Certificate of Substantial Completion
- Assumed Construction duration: TBD months

Additional Services are not included in the Services described above, but may be required for the Project. The list below indicates Additional Services that may arise at no fault of the Consultant and approved by the City are as follows.

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the City, or a material change in the Project including size, quality, complexity, the City's schedule or budget for Cost of the Work, or procurement or delivery method.
2. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service.
3. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care.
4. Services necessitated by decisions of the City not rendered in a timely manner or any other failure of performance on the part of the City or the City's consultants or contractors.
5. Preparing digital models or other design documentation for transmission to the City's consultants and contractors, or to other City-authorized recipients.
6. Preparation of design and documentation for alternate bid or proposal requests proposed by the City.
7. Preparation for, and attendance at, a public presentation, meeting or hearing.
8. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Consultant is party thereto.
9. Evaluation of the qualifications of entities providing bids or proposals.
10. Consultation concerning replacement of Work resulting from fire or other cause during construction.
11. Assistance to the Initial Decision Maker (third party consultant, such as City's Representative), if other than the Consultant.

COMPENSATION

Kluber, Inc. proposes to provide the Services described above for the Stipulated Sum noted below.

Kluber, Inc. proposes to provide the Supplementary and Additional Services described above for the fees scheduled below.

Compensation for Basic, Supplementary and Additional Services does not include the services of other independent professionals, associates, or other consultants. If they are required, our fee will be increased by the direct costs of those services multiplied by a factor of 1.15 for overhead, coordination and management of the delivery of those services.

Our billing for Services will be based on progress of the work performed and is outlined as follows:

<u>Services:</u>	
Study/Assessment Phase.....	<u>\$9,850.00</u>
Total Services Fee:.....	<u>\$9,850.00</u>



Supplemental and Additional Services:

As requested	At Hourly Rates listed below
Responding to Permit Comments from AHJ	At Hourly Rates listed below
Design Phase	Future Proposal
Procurement Phase	Future Proposal
Construction Administration Phase	Future Proposal
Additional Service	At Hourly Rates listed below
Each additional Site Visit during construction	\$525.00

Reimbursable Expenses (not included in fees noted above) incurred in connection with our services, and our consultants, will be charged on the basis of cost, without additional markup. Anticipated reimbursable expenses for this project include expedited courier services, printing and plotting, document reproduction, premiums for professional liability insurance in excess of usual and customary coverage and models, renderings or professional photography, and are anticipated not to exceed \$350.00

Changes in services, when authorized, will be charged on an hourly rate as scheduled hereafter and amended annually in accordance with our hourly rate schedule (2024):

Kluber Architects + Engineers Staff	Hourly Rate
Principal	\$232.00
Project Manager	\$181.00
Project Mechanical Engineer III	\$171.00
Project Mechanical Engineer II	\$144.00
Project Mechanical Engineer I	\$118.00
Project Electrical Engineer III	\$171.00
Project Electrical Engineer II	\$144.00
Project Electrical Engineer I	\$118.00
Project Structural Engineer III	\$171.00
Project Structural Engineer II	\$144.00
Project Structural Engineer I	\$118.00
Project Technologist	\$171.00
Project Architect III	\$139.00
Project Architect II	\$118.00
Project Architect I	\$98.00
Interior Designer III	\$118.00
Interior Designer II	\$98.00
Interior Designer I	\$81.00
Construction Observer	\$98.00
Senior Project Coordinator	\$81.00
Project Coordinator	\$61.00
Mark-up for hourly Projects (indirect costs, OH & P)	20.0%
Hourly rates for dispute resolution or legal proceedings are 2.0 times the rates noted above.	

Limitation of Liability: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Kluber, Inc.'s officers, directors, partners, employees, agents, and Kluber's Consultants, and any of them to City/Client and anyone claiming by, through, or under City/Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Subagreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Kluber's officers, directors, partners, employees, agents, or Kluber's Consultants, or any of them shall not exceed the total amount of two times fee, excluding reimbursable expenses, up to the and not exceeding the insurance policy limits. The services provided herein are governed solely with regards to permanent building codes only, compliance with OSHA regulations is specifically excluded.



INSURANCE

Kluber, Inc. will maintain its standard insurance as noted below until termination of this Agreement. If the City requirements are above the types and limits the Consultant normally maintains, the City shall pay the Consultant as a reimbursable expense.

- Kluber, Inc. will maintain the insurance requirements as set forth in the City's Standardized Agreement for Professional Architectural Services.

COPYRIGHTS AND LICENSES

- As set forth in the City's Standardized Agreement for Professional Architectural Services.

CLAIMS AND DISPUTES

- As set forth in the City's Standardized Agreement for Professional Architectural Services.

TIMING

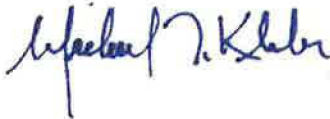
All services contemplated within this proposal shall be completed within 8 months after the acceptance date. Services performed after closure of that window will be billed hourly in accordance with the rates set forth above. This proposal is valid for a period of up to 45 days from the date noted on this proposal.

FINAL NOTE

If this proposal satisfactorily sets forth your understanding of our agreement, we would appreciate your authorization to proceed with this Work. We are available to discuss any aspect of this proposal with you at your convenience.

Kluber, Inc. appreciates the interest expressed in our firm and we look forward to serving your needs in the future.

Sincerely,



Michael T. Kluber, P.E.
President
Kluber, Inc.

Mehul Patel

8.22.24

Accepted (Signature)

Date

For: Michael Guttman, City Administrator

By (printed name and title)

Confidentiality Notice: The contents of this proposal are confidential and may not be distributed to persons other than the City.





AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
1569 - City of West Chicago - Police
Department HVAC Improvements
24-473-1569

AGREEMENT INFORMATION:
Date: August 20, 2024

AMENDMENT INFORMATION:
Amendment Number: 001R1

Date: November 21, 2024

OWNER: *(name and address)*
City of West Chicago
475 Main Street
West Chicago, Illinois 60185

ARCHITECT: *(name and address)*
Kluber, Inc.
41 W. Benton St.
Aurora, Illinois 60506

The Owner and Architect amend the Agreement as follows:
Provide Construction Documents, Procurement Phase and Construction Administration Phase Services for the HVAC Improvements based on the HVAC Assessment report dated October 20, 2024.

The specific details of each Phase are outlined in the original proposal noted above with the following modifications:

1. The included number of site visits during the Construction Administration Phase to be six (6) visits.
2. The assumed Construction duration: 4 months.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Design (Construction Documents) Phase:	\$ 58,025.00
Procurement Phase:	\$ 2,500.00
Construction Administration Phase:	\$ 12,200.00
Total Additional Service Fee:	\$ 72,725.00

Estimated Reimbursable Expenses:	\$450.00
Total Additional Service Fee + Reimbursable:	\$ 73,175.00

Schedule Adjustment:
To be determined as mutually agreed.

SIGNATURES:

Kluber, Inc.
ARCHITECT *(Firm name)*



SIGNATURE
Michael T. Kluber,
President

PRINTED NAME AND TITLE

November 21, 2024
DATE

City of West Chicago
OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 24-R-0090 – First Contract Extension –
Addlawn Landscaping, Inc. – 2025 Right-of-Way (ROW)
Maintenance Program in an Amount Not to Exceed
\$257,101.20

AGENDA ITEM NUMBER:4.F.**COMMITTEE AGENDA DATE:** December 5, 2024
COUNCIL AGENDA DATE: December 16, 2024**STAFF REVIEW:** Mehul T. Patel, P.E., CFM., Director of Public Works**SIGNATURE** _____**APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** _____**ITEM SUMMARY:**

On February 19, 2024, the City Council approved Resolution No. 24-R-0011 awarding a contract to Addlawn Landscaping, Inc. of Lombard, Illinois, for the 2024 Right-of-Way Maintenance Program, for an amount not to exceed \$252,060.00. The contract covers landscape maintenance services for 131 City-owned and maintained rights-of-way at various locations as well as Glen Oak and Oakwood cemeteries for a period of approximately 30 consecutive weeks. Services include, but are not limited to, mowing, trimming, edging, weed removal, shredded hardwood mulch installation, chemical broadleaf control, fall leaf removal, and lawn fertilization.

A provision of the current Contract allows it to be extended for two additional years, through mutual agreement, if the City is satisfied with services provided, and if approved by the City Council. The Contract provision also allows for an increase pursuant to the Consumer Price Index (CPI)-All Urban Consumers, Chicago or 2%, whichever is less. CPI is based upon the average of the previous twelve months, non-seasonal adjusted, which was 3.5% as of October 2024. A written request for an extension was received on November 22, 2024, to extend the contract for the Fiscal Year 2025 at 2% increase in pricing. This will be the first of the two allowable extensions.

It is staff's recommendation that a Contract extension be awarded to Addlawn Landscaping, Inc. of Lombard, Illinois, for the 2025 Right-of-Way Maintenance Program, for an amount not to exceed \$257,101.20. Staff is satisfied with Addlawn's services during Fiscal Year 2024.

Services for the 2025 ROW Maintenance Program will be funded from the Capital Projects Fund (\$236,300.00), Water Fund (\$34,000.00), Sewer Fund (\$7,000.00), General Fund (\$22,000.00), and Commuter Parking Fund (\$7,300.00). Across all accounts, total funds budgeted for this Program are \$306,600.00.

ACTIONS PROPOSED:

Approve Resolution No. 24-R-0090 authorizing the Mayor to execute a First Contract extension with Addlawn Landscaping, Inc. of Lombard, Illinois, for the 2025 Right-of-Way Maintenance Program, for an amount not to exceed \$257,101.20

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 24-R-0090

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A FIRST CONTRACT EXTENSION WITH ADDLAWN LANDSCAPING,
INC. OF LOMBARD, ILLINOIS, FOR
THE 2025 RIGHT-OF-WAY MAINTENANCE PROGRAM
FOR AN AMOUNT NOT TO EXCEED \$257,101.20**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to a execute a First Contract extension with Addlawn Landscaping, Inc. of Lombard, Illinois, for the 2025 Right-of-Way Maintenance Program, for an amount not to exceed \$257,101.20, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 16th day of December 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-0091 – Contract Award – Cemetery Management, Inc. (John B. Reynolds) for Cemetery Sexton Services in an Amount Not to Exceed \$62,700.00 for FY 2025

AGENDA ITEM NUMBER:

4.9.

COMMITTEE AGENDA DATE: December 5, 2024**COUNCIL AGENDA DATE:** December 16, 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 \$20,000.00 annually for interments since 2017.

The most recent contract with CMI expires at the end of December 31, 2024. On November 26, 2024, Mr. Reynolds expressed his willingness to continue to provide Cemetery Sexton Services for the City's Glen Oak and Oakwood Cemeteries for FY 2025 at the same pricing as FY 2024. Due to cost saving reasons, ground maintenance activities at both cemeteries such as mowing, weed applications and fertilization, has been shifted to the annual Right-of-Way Maintenance Program. CMI will continue to perform spring cleanup, fall cleanup and snow plowing. CMI will also be performing resetting of headstones at Oakwood and seal coating at Glen Oaks in FY 2025.

Due to satisfactory past performance, it is staff's recommendation that the contract be awarded to CMI for FY 2025. Appropriate funds are budgeted under 01-09-23-4209 (\$32,600.00); 01-09-23-4216 (\$10,000.00); 01-09-23-4217 (\$7,500.00) and 01-09-23-4225 (\$12,600.00).

ACTIONS PROPOSED:

Approve Resolution No. 24-R-0091 authorizing the Mayor to execute a Contract with Cemetery Management, Inc. (John B. Reynolds) for Cemetery Sexton Services in an amount not to exceed contract amount of \$62,700.00 for FY 2025.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 24-R-0091

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH CEMETERY MANAGEMENT, INC. (JOHN B. REYNOLDS) FOR CEMETERY SEXTON SERVICES IN AN AMOUNT NOT TO EXCEED \$62,700.00 FOR FY2025

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 Cemetery Management, Inc. (John B. Reynolds) for Cemetery Sexton Services in an amount not to exceed contract amount of \$62,700.00 for FY 2025, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 16th day of December 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-0092 – Contract Award – Steve Piper and Sons for the 2025 Forestry Maintenance Program in an Amount Not to Exceed \$146,000.00

AGENDA ITEM NUMBER: 4.H.

COMMITTEE AGENDA DATE: December 5, 2024
COUNCIL AGENDA DATE: December 16, 2024

STAFF REVIEW: Mehul T. Patel, PE – Director of Public Works

SIGNATURE _____

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE _____

ITEM SUMMARY:

The Forestry Maintenance Program (Program) covers contractual trimming and removal of parkway trees. The Program is funded to enable completion of a five-year trimming cycle for the whole town, which is the recommended procedure by Arborists. The scope of work includes tree trimming and tree removals (only over 15-inches in diameter) throughout the City limits.

The request for bids was advertised in the Daily Herald and on an online bidding platform QuestCDN on November 5, 2024. The staff publicly opened bids on November 26, 2024, and below are the bid results:

CONTRACTOR	BASE BID SUBMITTAL AMOUNT	RANK
Steve Piper & Sons, Inc.	\$145,479.50	1
Abbott Tree Care Professionals	\$146,303.75	2
ENGINEER'S ESTIMATE	\$150,000.00	N/A

References from other Illinois municipalities were contacted and all had positive responses for performance and services completed by Steve Piper & Sons, Inc.; all indicated that they would use them again. Steve Piper and Sons, Inc. was the lowest responsible bidder for seven of the last eight Forestry Maintenance Programs completed in West Chicago including the 2022 Forestry Maintenance Program. City staff was satisfied with all of Piper's past performances and recommends award of the Program.

The Program will be funded by Capital Projects Fund account 08-34-53-4870 where \$150,000.00 is budgeted in FY 2025.

ACTIONS PROPOSED:

Approve Resolution No. 24-R-0092 authorizing the Mayor to execute a contract with Steve Piper & Sons, Inc. of Naperville, Illinois, as the lowest responsible bidder, to provide services for the 2025 Forestry Maintenance Program, in an amount not to exceed \$146,000.00.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 24-R-0092

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT
WITH STEVE PIPER & SONS, INC. OF NAPERVILLE, ILLINOIS
FOR SERVICES RELATED TO
THE 2025 FORESTRY MAINTENANCE PROGRAM
IN AN AMOUNT NOT TO EXCEED \$146,000.00**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a contract with Steve Piper & Sons, Inc. of Naperville, Illinois, as the lowest responsible bidder, to provide services for the 2025 Forestry Maintenance Program, in an amount not to exceed \$146,000.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 16th day of December 2024.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

Executive Office Manager, Valeria Perez