



WHERE HISTORY & PROGRESS MEET

INFRASTRUCTURE COMMITTEE

**Thursday, June 5, 2025
7:00 P.M. – City Council Chambers**

AGENDA

1. Call to Order, Roll Call, and Establishment of a Quorum
2. Selection of a Chairman and Vice-Chairman
3. Approval of Minutes
 - A. Infrastructure Committee of May 1, 2025
4. Public Participation / Presentations
5. Items for Consent
 - A. Ordinance No. 25-O-0017– Authorizing the Execution of the Illinois Public Works Mutual Aid Network (IPWMAN) Agreement
 - B. Ordinance No. 25-O-0018 – Authorizing the Disposal of Surplus Equipment, Stock Inventory, and/or Personal Property Owned By the City Of West Chicago
 - C. 2025 Asphalt Materials Procurement – DuPage County Joint Purchasing Program – Plote Construction, Inc.
 - D. Purchase of One 2025 Ford E-350 Cutaway Van – Haggerty Ford, West Chicago, Illinois
 - E. Resolution No. 25-R-0042 – Contract Award – F.E. Moran, Inc. for the Police Station HVAC Improvements Project for a Base Bid and Alternate No. 1 in an Amount Not to Exceed \$923,000.00 and Reject Alternate No. 2
6. Items for Discussion
7. Unfinished Business
8. New Business
9. Reports from Staff
10. Adjournment

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Daniel Bovey
MAYOR
Tia Messino
INTERIM CITY ADMINISTRATOR

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

Draft

MINUTES

INFRASTRUCTURE COMMITTEE

May 1, 2025 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, and Joe Morano present. Aldermen Jeanne Short and John C. Smith, Jr were absent.

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

2. **Approval of Minutes**

A. **Infrastructure Committee Minutes of April 3, 2025.** Alderman Brown requested that the minutes be amended to reflect her comment on page 2 that “the current State Senator Villa, back when she was a House Rep, finally released the funds of the grant that has been over ten years old. So just a reminder that the grants do not come in quickly.” **Alderman Hallett made a motion, seconded by Alderman Brown, to approve the Meeting Minutes of April 3, 2025.**

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

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

4. **Items for Consent.** Alderman Dimas made a motion, seconded by Alderman Hallett, to approve:

- A. Resolution No. 25-R-0034 – Construction and Maintenance Agreement with the Union Pacific Railroad Company for an At-Grade Crossing and Pedestrian Sidewalk on Harvester Road in the Amount Not to Exceed \$178,983.00
- B. Resolution No. 25-R-0035 – Public Roadway Encroachment Agreement with the Union Pacific Railroad Company for an At-Grade Crossing and Pedestrian Sidewalk on Nuclear Drive in the Amount Not to Exceed \$124,335.00
- C. Resolution No. 25-R-0036 – Contract Award – Strada Construction Co. for the 2025 Concrete Maintenance Program in an Amount Not to Exceed \$100,000.00

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- D. Resolution No. 25-R-0037 – Contract Award – Honch Concrete, LLC for the Police Station Front Entrance Improvements Project for an Amount Not to Exceed \$138,639.00

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

5. **Items for Discussion.** None.
6. **Unfinished Business.** None.
7. **New Business.**

Mr. Patel discussed the 2025 Nuclear Drive and Northwest Avenue Reconstruction Project, which received seven bids that were opened too close to the date of the Infrastructure Committee meeting to be included in the agenda packet. R.W. Dunteman Co. submitted the lowest bid at \$2,737,439.90. The Engineer's estimate was \$2.725 million, and the City's budget was \$2.58 million. Staff believes the bid is within a reasonable range of the estimate and budget and would like to move forward with the project. Mr. Patel requested to bring the Item directly to City Council on May 19, 2025, to get a head start on the construction season and avoid delaying the project an additional month should it go to the June Infrastructure Committee meeting. Secondly, a Supplemental MFT Resolution will be made for this Project to cover the budget shortfall of \$157,439.90. Some projects in the Capital Improvement Projects for 2025 may not go forward, or will partly go forward, so staff feels comfortable awarding the Project to R.W. Dunteman since they expect some funding from those to partially offset the difference. There is also \$930,000.00 in Economic Development Program funding from IDOT included in this Project, and staff do not want to potentially jeopardize that funding by delaying the Project.

There was a consensus by the Committee to send both Items (the contract award to R.W. Duntemann Co. for the 2025 Nuclear Drive and Northwest Avenue Reconstruction Project and the Supplemental MFT Resolution) directly to City Council on May 19, 2025.

8. **Reports from Staff.** Mr. Patel commented that construction season is getting started, and IDOT has begun work along Route 59, with Route 38 to begin soon as well. He noted that bids for IDOT's traffic signal interconnect project along Route 64 came in higher than their estimates, so he is unsure if that three-year modernization project will be awarded. Garys Mill Road is another IDOT project in the works but is in the preliminary stages.

9. **Adjournment.** At 7:10 P.M., Alderman Brown made a motion to adjourn, seconded by Alderman Hallett. **Motion was unanimously approved by voice vote.**

Respectfully submitted,

Ashley Heidorn
Public Works Administrative Assistant

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Ordinance No. 25-O-0017– Authorizing the Execution of the Illinois Public Works Mutual Aid Network (IPWMAN) Agreement

AGENDA ITEM NUMBER:

5.A.

COMMITTEE AGENDA DATE: June 5, 2025

COUNCIL AGENDA DATE: June 16, 2025

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

SIGNATURE _____

ITEM SUMMARY:

Illinois Public Works Mutual Aid Network (IPWMAN) is a Statewide Mutual Aid System for Public Works agencies in Illinois. The mission of IPWMAN is promote intergovernmental cooperation, to develop and maintain a statewide network of public works related agencies whose principal purpose is to provide mutual aid response and recovery assistance to each other when confronted with natural or man-made emergencies and disasters. IPWMAN was founded in 2009 and is envisioned as an all-hazards, all-disciplines approach to sharing resources between various Public Works entities in Illinois. There are currently 330 member communities across Illinois.

On February 20, 2023, the City Council approved Ordinance No. 23-O-0001, authorizing the executions of Illinois Public Works Mutual Aid Network (IPWMAN) Agreement.

At its August 8, 2024, meeting, the Board of Directors of the Illinois Public Works Mutual Aid Network. Inc. voted to approve a revised intergovernmental agreement which will require all members desiring to continue in IPWMAN to approve. On October 23, 2024, the members approved the amendment of the agreement and by-laws.

There is no intent to change the day-to-day and emergency response mutual aid program. There are a few issues which the IPWMAN Board believes should be revised through the approval of the new agreement. Significant changes from the current agreement are:

1. Clarification that mutual aid is not just for emergencies. Currently members assist each other with provision of equipment and personnel on a day-to-day basis and the new agreement expressly provides authority for this common practice.
2. The current by-laws provide for governance of IPWMAN by a not-for-profit corporate entity rather than by a board of members without a separate corporation. The Illinois Intergovernmental Corporation Act does not require the formation of a not-for-profit corporation to be the governing body. Revising the IPWMAN's agreement and by-laws to eliminate the corporate entity streamlines the organization and eliminates issues related to asset ownership, liability and tort immunity. All assets of the IPWMAN will be held in the intergovernmental agency's name going forward.
3. The new agreement provides a revised process for any future amendment. Any member may propose an amendment to the board of directors. If the board approves it, the proposed amendment will be sent to the entire membership 45 days before a general meeting. if at least 60% of the members present approve the amendment, a new intergovernmental agreement will be submitted to all members for the governing boards to approve by resolution.

Staff recommends approval of the Illinois Public Works Mutual Aid Network (IPWMAN) Agreement as revised.

ACTIONS PROPOSED:

Adopt Ordinance No. 25-O-0017 authorizing the Mayor to execute the Illinois Public Works Mutual Aid Network (IPWMAN) Agreement

CITY OF WEST CHICAGO

COMMITTEE RECOMMENDATION:

ORDINANCE NO. 25-O-0017

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK AGREEMENT (IPWMAN)

WHEREAS, the Illinois Public Works Mutual Aid Network (IPWMAN) was organized beginning in 2009 to coordinate mutual aid. The system is designed to facilitate all levels of mutual aid from day-to-day non-emergent sharing of resources to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master IPWMAN intergovernmental agreement IPWMAN has grown exponentially to its current composition of over 400 Illinois member agencies; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the “Intergovernmental Cooperation Act”, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the “Intergovernmental Cooperation Act”, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Mayor and City Council of City of West Chicago have determined that it is in the best interests of the City of West Chicago and its residents to enter into an intergovernmental agreement to secure to each the benefits of mutual aid in public works and the protection of life and property from an emergency or disaster and to provide for public works assistance.

NOW, THEREFORE, BE IT ORDAINED by the City of West Chicago of the, DuPage County, Illinois as follows:

SECTION ONE: INCORPORATION OF RECITALS That the recitals set forth above are incorporated here by reference.

SECTION TWO: APPROVAL OF AGREEMENT That the Illinois Public Works Mutual Aid Network Agreement is hereby approved, and the Mayor/President and the Clerk/Secretary be and are hereby authorized and directed to execute the Illinois Public Works Mutual Aid Network Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

SECTION THREE: REPEALER All prior ordinances, resolutions or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of this Ordinance shall be, and the same are hereby repealed to the extent of the conflict.

SECTION FOUR: SEVERABILITY This Ordinance and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Ordinance is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Ordinance.

SECTION FIVE: EFFECTIVE DATE This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this 16th day of June 2025.

Alderman D. Beebe	_____	Alderman J. Alcántar-Garcia	_____
Alderman J. Sheahan	_____	Alderman H. Brown	_____
Alderman A. Hallett	_____	Alderman D. Carreto-Muñoz	_____
Alderman Birch-Ferguson	_____	Alderman S. Dimas	_____
Alderman C. Swiatek	_____	Alderman J. Smith	_____
Alderman R. Stout	_____	Alderman C. Aviña Soto	_____
Alderman J. Morano	_____	Alderman M. Myers	_____

APPROVED as to form: _____
City Attorney

ADOPTED this 16th day of June 2025.

Mayor Daniel Bovey

ATTEST:

Executive Office Manager, Valeria Perez

STATE OF ILLINOIS)
 DuPage)
COUNTY OF _____ ___) SS

SECRETARY/CLERK'S CERTIFICATE

I, Valeria Perez, the duly qualified and acting Executive Office Manager of the City of West Chicago, DuPage County, Illinois do hereby certify that attached hereto is a true and correct copy of an Ordinance entitled:

ORDINANCE NO. 25-O-0017

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK (IPWMAN)

which Ordinance was duly adopted by said Council/Board at a meeting held on the 16th Day of June 2025.

I do further certify that a quorum of said Council -was present at said meeting, and that the Council complied with all the requirements of the Illinois Open Meetings Act and its own policies, rules or regulations concerning the holdings of meetings and the taking of action during meetings.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

Executive Office Manager



1804 North Naper Boulevard, Suite 350, Naperville, IL 60563
Phone 630.682.0085 • Fax 630.682.0788 • www.ottosenlaw.com

To: All Illinois Public Works Mutual Aid Network Member Agencies

From: Mark Doerfler, Executive Director and Karl Ottosen, Attorney

Date: October 24, 2024

Re: Revised Intergovernmental Agreement for Illinois Public Works Mutual Aid Network

At its August 8, 2024, meeting, the Board of Directors of the Illinois Public Works Mutual Aid Network, Inc. voted to approve a revised intergovernmental agreement which will require all members desiring to continue in IPWMAN to approve. On October 23, 2024, the members approved the amendment of the agreement and by-laws.

There is no intent to change the day-to day and emergency response mutual aid program. There are a few issues which the IPWMAN Board believes should be revised through the approval of the new agreement. Significant changes from the current agreement are:

1. Clarification that mutual aid is not just for emergencies. Currently members assist each other with provision of equipment and personnel on a day-to-day basis and the new agreement expressly provides authority for this common practice.
2. The current by-laws provide for governance of IPWMAN by a not-for-profit corporate entity rather than by a board of members without a separate corporation. The Illinois Intergovernmental Corporation Act does not require the formation of a not-for-profit corporation to be the governing body. Revising the IPWMAN's agreement and by-laws to eliminate the corporate entity streamlines the organization and eliminates issues related to asset ownership, liability and tort immunity. All assets of the IPWMAN will be held in the intergovernmental agency's name going forward.
3. The new agreement provides a revised process for any future amendment. Any member may propose an amendment to the board of directors. If the board approves it, the proposed amendment will be sent to the entire membership 45 days before a general meeting. If at least 60% of the members present approve the amendment, a new intergovernmental agreement will be submitted to all members for the governing boards to approve by resolution.

Enclosed are the proposed new intergovernmental agreement, by-laws and draft resolution and ordinance authorizing the agreement. Either a resolution or ordinance may be used to authorize the agreement, with each member to modify for its own use. However, no changes may be made to the intergovernmental agreement and by-laws. If there are any questions regarding the revised agreement, please contact Mr. Doerfler.

Bylaws of The Illinois Public Works Mutual Aid Network

An intergovernmental agency for the purpose of public works mutual aid in accordance with the Illinois Intergovernmental Cooperation Act, 5, ILCS 220/1 et seq.

Article One

Name, Principal Office, Purpose, and Powers

1.1 Name. The name of the Intergovernmental Agency is **The Illinois Public Works Mutual Aid Network (IPWMAN)**.

1.2 Location. IPWMAN may maintain offices and facilities either within or without the State of Illinois as determined by the Board of Directors from time to time. The Board of Directors may, from time to time, change the address of IPWMAN's principal office by duly adopted resolution.

1.3 Purpose and Powers. IPWMAN is organized to provide a system of Mutual Aid among participating public works agencies. The purpose is explicit in the "Illinois Public Works Mutual Aid Network Agreement," which is incorporated herein by reference and which in pertinent part reading as follows:

"The Illinois Public Works Mutual Aid Network (IPWMAN) program is hereby established to provide a method whereby public works related agencies, including, but not limited to, local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function in need mutual aid assistance may request aid and assistance in the form of personnel, equipment, materials and/or other associated services as necessary from other public works related agencies."

1.4 Authority. The Illinois Public Works Mutual Aid Network was organized under the provisions of the Illinois Intergovernmental Cooperation Act on September 17, 2008. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government, including a unit of local government from another state.

Illinois Public Works Mutual Aid Network membership is in full force and in effect with the passage and approval of an executed Mutual Aid Agreement in the form approved by the Board of Directors, a companion ordinance, resolution or other legally binding document by a participating agency, in the manner provided by law, and executed by an authorized representative of a participating public works agency who has the legal authority to sign and

enter into the Agreement on behalf of his or her public works agency.

Article Two

Membership, Ratification and Termination of Membership

2.1 General Membership. Membership shall be limited to public works related agencies and individuals as described in Article One, paragraph 1.3 and as defined in the Illinois Compiled Statutes.

- a. Membership Status.* In order for an agency or entity to request and be considered for receiving aid through IPWMAN the requesting agency or entity shall have been approved for membership prior to seeking aid, or rendering assistance through an IPWMAN activation, and shall be a member in good standing, with current dues paid in full.

2.2 Membership Types. The Board of Directors, with the advice of the Membership Committee, and by majority vote shall be the sole authority to establish membership status and classification. There are hereby established, the following types of membership:

- a Agency Members.* This class of membership is open to all public works related agencies, as defined in Article One, paragraph 1.3. Agencies may be allocated multiple memberships, based on agency size and/or type and as determined by Board of Directors policy.
- b Associate Members.* This class of membership is open to members of public works related individuals, business and professional organizations or associations, but who do not qualify as Agency Members. This class of membership has two types: Corporate and Individual.
- c Professional Liaison Members.* This class of membership applies to individuals designated by other professional mutual aid organizations and state and federal agencies involved in emergency and disaster response and recovery, to provide counsel, advice and support for the mission of IPWMAN. This type of member does not pay dues.

2.3 Voting Privilege. The privilege of holding elective office and serving on the Executive Committee of IPWMAN is reserved for *Agency Members*. *Associate Members* are permitted to vote in all elections, serve on and chair Committees (other than the Executive Committee) and otherwise serve the IPWMAN, but may not hold elective office. *Professional Liaison Members* are permitted to serve on and vote on Committees (other than the Executive Committee), however are not eligible to serve as Committee chairs or have voting privileges

at Board of Directors meetings.

2.4 Termination of Membership. Members who fail to meet their obligations in accordance with the terms of the Illinois Public Works Mutual Aid Network Agreement or with these By-laws may be suspended or removed from membership by a two-thirds vote of the Board of Directors. Prior to the initiation of any disciplinary action against a member, the member will be notified of a hearing and shall have the right to appear before the Board of Directors.

Article Three

Board of Directors

3.1 General Powers. The affairs and activities of IPWMAN shall be managed by or under the direction of its Board of Directors ("Board").

3.2 Composition of the Board. The Governing body of IPWMAN shall be the Board of Directors, consisting of twenty-one (21) elected members, representing the following:

- 2 members from each of the eight (8) IPWMAN regions (Shown in Exhibit 1).
- The President
- The Vice-President
- The Secretary
- The Treasurer
- The Past President

In the event there are no eligible members able to serve as Board representatives of a particular region, then a member from outside the region may be selected to represent that region. For voting purposes, each region shall have one vote.

All officers and members of the Board of Directors shall serve without compensation.

3.3 Term. Each Regional Director will serve a three-year term.

Initially, beginning in October of 2009, terms shall be staggered, rotating according to the following schedule:

- | | | |
|------------------|------------|--------------|
| • IPWMAN Regions | 3, 6 and 8 | 3-year terms |
| • IPWMAN Regions | 2, 7 and 9 | 2-year terms |
| • IPWMAN Regions | 4 and 11 | 1-year term |

Following the initial elections, the terms of office shall be for three years.

3.4 Vacancy on the Board of Directors. In the event a vacancy should occur in one or more of the Regional Director positions by reason of lack of eligible candidate, resignation, removal, death or election to another office, the remainder of the term of office shall be filled by the appointment of a replacement recommended by the member agencies from that region. The appointment is to be confirmed by the remaining members of the Board.

If, within sixty (60) days of the notice of the vacancy, the Region fails to achieve consensus on a replacement, the Board of Directors is hereby authorized to designate a replacement from any Region to represent the members of the affected Region until the next opportunity to conduct an election, at which time a successor will be elected to complete the remainder of the term (if any).

3.5 Authority. The Board of Directors shall have the authority to take all appropriate actions and to perform all duties required to accomplish the purposes of IPWMAN.

3.6 Regular Meetings. The Board of Directors shall convene at least annually at a time and place specified by the Board. The President shall preside at the meeting and conduct business for IPWMAN. Draft minutes of these meetings shall be available to all members at least 30 days before the following meeting.

3.7 Annual Membership Meeting. The Annual Meeting of the IPWMAN membership shall be held each year at a time and place specified by the Board of Directors.

3.8 Special Meetings. The President, at his or her discretion, or a majority of the Executive Committee, or any six members of the Board of Directors, or five percent (5%) of the membership may call a special meeting of IPWMAN by giving at least five days advance written notice to each member, specifying the time, place, and purpose of the meeting.

3.9 Quorum. Seven (7) members of the Board of Directors shall constitute a quorum thereof. Ten percent of the membership shall constitute a quorum to conduct business at a regular or special meeting of the membership.

3.10 Waiver of Notice. Any member may waive notice of any meeting, and attendance of such member at any meeting shall constitute a waiver of notice of such meeting.

3.11 Committees and Advisory Bodies. Committees exist for the purpose of implementing the vision, mission, goals and legal obligations of IPWMAN. The Board of Directors may, from time to time, establish or appoint one or more committees, task forces or advisory bodies.

All member types are encouraged and allowed to serve on committees, however, the chair must be an Agency or Associate member. All members shall serve at the pleasure of the Board of Directors. The following committees are some which may be established:

- Finance
- Conference
- Management
- Marketing
- Membership
- Nominating
- Operations
- Social Media
- Technology
- Training

The duties and responsibilities of all Committees shall be as defined in the Administrative Policy Manual of IPW/MAN.

3.11 Action without Meeting. If a matter of immediate and critical need shall arise requiring action of the Board of Directors and it is impracticable to wait to convene a regular or special meeting, the matter may be submitted electronically to each member entitled to vote thereon for consideration upon approval of not less than two Executive Committee members. The notice of proposal shall specify a deadline for voting on the matter submitted not less than seven (7) days from the date of notice. If approved by a majority of the members of the Board of Directors, or the required number of votes that may be elsewhere specific in these by-laws, the action so approved shall be considered the same as though approved at a formal meeting.

Article Four

Executive Officers

4.1 Executive Officers of IPW/MAN. The executive officers of IPW/MAN shall be a President, a Vice President, Secretary, Treasurer, Past President, and two members of the Board of Directors selected by the Board of Directors, who together shall constitute the Executive Committee. All such officers shall be members of the Board of Directors. The Executive Committee of IPW/MAN shall be elected from the Board of Directors members who shall have been members in good standing of the for at least one year prior to their election.

4.2 Term. The Officers of IPW/MAN shall hold office for a term of two (2) years or until their successors have been duly elected, providing they continue to qualify for active membership during their term of office. All officers may be re-elected or appointed for additional terms of office. The Vice-President, upon completion of his/her two-year term of office will transition to the position of President for a two-year term. The Vice-President would have the right to decline the position of President if circumstances would prevent him/her from being able to serve as President. The outgoing President will remain as a voting member on the Board of Directors as the Past President for a two-year term. In the event a President is ineligible or declines to serve in the Past President position, the previous Past President may

continue to serve in the position, or the position may be deemed vacant and filled in accordance with these By-Laws. Upon completion of the position of Past President, the officer would be eligible to pursue another officer position within the organization. The President, consistent with Section 5.1b and subject to advice and consent of the Board of Directors, will fill vacancies to positions on the Executive Committee within the two-year terms.

4.3 President. The President shall:

- a.* Be the principal executive officer of IPWMAN and shall act as the Chairman of the Board of Directors.
- b.* Supervise and control all of the business and affairs of IPWMAN, subject to the general oversight of the Board of Directors.
- c.* Preside at all meetings of the Board of Directors and the Executive Committee.
- d.* Serve as an Ex-Officio member of all committees.
- e.* Sign, with the Secretary or any other proper officers of IPWMAN, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof has been expressly delegated by the Board of Directors to some other officer or agent of IPWMAN, or shall be required by law to be otherwise signed or executed.
- f.* Perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.
- g.* Make all committee appointments with the advice and consent of the Board of Directors.
- h.* Perform the office in accordance with the duties and responsibilities set forth in a position description approved by the Board, which may be amended as the Board deems appropriate.

4.4 Vice President. In the absence of the President or in the event of his or her resignation, death, inability or refusal to act, the Vice President (or in the event of his or her death, inability or refusal to act, the Secretary or in the event of his or her death, inability or refusals to act, the Treasurer) shall:

- a.* Perform the duties of the President and, when so acting, shall have and exercise all the powers of and be subject to all the limitations upon the President's

powers.

b. Serve as an assistant to the President and may perform such other duties as from time to time may be assigned to him by the President or the Board of Directors.

c. If a vacancy occurs in the office of the President, the Vice-President will succeed in that office for the remainder of the term.

4.5 Secretary. The Secretary shall:

a. Keep the records of IPWMAN.

b. Prepare a written record of the meetings and any formal proceedings of IPWMAN and make copies of such minutes available to each of the members.

c. Record and keep all official correspondence of IPWMAN.

d. Keep an official register of each member of IPWMAN.

e. Have charge of and safely keep all such additional books and papers as the Board may direct.

f. Have custody of the seal of IPWMAN and affix such seal to all documents, the execution of which, on behalf of IPWMAN under its corporate seal, has been duly authorized in accordance with these by-laws.

g. Perform all duties, which are incident to the office of Secretary of an intergovernmental agency or a not-for-profit corporation subject, however, at all times to the direction and control of the Board.

h. At the expiration of the Secretary's term of office, he/she shall turn over to his/her successor, all books, papers, records, electronic data, money, securities and other valuable effects belonging to IPWMAN, taking receipt for same from his/her successor.

i. Administer the election of the Board of Directors.

j. Perform the office in accordance with the duties and responsibilities set forth in a position description approved by the Board, which may be amended as the Board deems appropriate.

4.6 Treasurer. The Treasurer shall:

a. Have general oversight over all funds and securities of IPWMAN.

b. Have authorization, along with at least one other member from the Executive Committee, to endorse, or cause to be endorsed in his or her name, on behalf of IPWMAN, all checks, notes or other obligations and evidence of the payment of money paid by IPWMAN coming into his or her possession, or other officers or employees.

c. See that all funds received by or on behalf of IPWMAN are promptly deposited in such banks or trust companies as may be selected as depositories of IPWMAN by the Board and shall also see that all securities are placed in safe keeping in the manner directed by the Board.

d. Pass on the electronic system of accounts and reports and provide for general overseeing and audit thereof. The report of each such audit shall be submitted to the Board.

e. Prepare a budget annually for review by the Board of Directors and file any reports required by any government agency (i.e. IRS Tax Return, Secretary of State Annual Report of Officers).

f. Perform all duties, which are incident to the office of Treasurer of an intergovernmental agency or a not-for-profit corporation subject, however, at all times to the direction and control of the Board.

g. Chair the Finance Committee.

h. Serve as Ex Officio member of the Audit Committee.

i. Set time and date for the annual audit.

j. At the expiration of the Treasurer's term of office, he/she shall turn over to his/her successor, all books, papers, records, electronic data, money, securities and other valuable effects belonging to IPWMAN, taking receipt for same from his/her successor.

k. Perform the office in accordance with the duties and responsibilities set forth in a position description approved by the Board, which may be amended as the Board deems appropriate.

4.7 Past President. The Past President must be employed by a member agency. In the event the immediate past president is not eligible, or declines to serve, then a past president who is employed by a member agency may serve, or the position may be filled as a vacant position. The Past President shall:

a. Co-chair the Nominating Committee.

b. Serve as one of the two (2) at-large members of the Executive Committee

c. Assist the President, as requested.

d. Perform the office in accordance with the duties and responsibilities set forth in a position description approved by the Board, which may be amended as the Board deems appropriate.

Article 5

Nominations and Elections

5.1 Nominating Committee.

a. For all elections, the President shall appoint a Nominating Committee consisting of five (5) members. It shall be the duty of the Nominating Committee to provide a slate of qualified candidates to fill the offices of IPWMAN. The current officers shall not serve as Nominating Committee members.

b. This committee is also empowered to recommend replacements for vacancies on the Executive Committee to the Board of Directors that are not covered elsewhere in these By-Laws.

c. Any member may submit a nomination for candidates for the Board of Directors and/or Executive Committee.

5.2 Election Procedures. Elections to the Board of Directors shall be by a paper or electronic ballot sent to each member agency at the address or email address of the primary point of contact on file with the Secretary. The person receiving the highest number of votes shall be declared elected. The President shall appoint a three-member Teller Committee to count ballots and certify elections. The Teller Committee shall tabulate the votes and report the results to the Board of Directors. Elected officers shall be installed at the annual membership meeting and shall assume their duties of office at that time. Uncontested elections may be held by voice vote at the Annual Meeting.

Article Six

Administrative Officers and Personnel

6.1 Designation of Administrative Officers. The Board of Directors shall designate titles, appoint and discharge such administrative staff officers of IPWMAN, as it shall deem necessary. Such administrative staff officers shall not be members of the Board and such

appointees shall hold their offices for such term, exercise such powers, and perform such duties as shall be determined from time to time by the Board. The duties and responsibilities of all appointed staff personnel shall be defined in the IPWMAN "Administrative Policy Manual" as approved by the Board of Directors. Such Administrative Officers shall serve at the pleasure of the Board of Directors.

6.2 Compensation. If applicable, the Board of Directors shall determine compensation and benefits for all administrative staff.

Article Seven

Indemnification of Officers, Board of Directors, Employees and Agents

7.1 Actions other than by or in the Right of IPWMAN. IPWMAN and its Board of Directors have the power to indemnify itself through insurance or bonds as it deems necessary for the good of the organization.

7.2 Insurance. IPWMAN shall have the power and authority to purchase and maintain insurance on behalf of any person who is a member, employee or agent of IPWMAN or is serving at the request of IPWMAN against any liability asserted against him or her as a result of, or in any capacity representing IPWMAN.

7.3 Indemnification. All Executive Officers shall be bonded by IPWMAN in such form and amount as may be determined by the Board of Directors, the cost of such bond shall be borne by IPWMAN.

Article Eight

Contracts, Loans, Checks, Deposits, Dues and/or fees and Gifts

8.1 Contracts. The Board may authorize any officer or agent of IPWMAN, in addition to the officers so authorized by these by-laws, to enter into any contract or sign any instrument in the name of IPWMAN, and such authority may be general or confined to specific instances.

8.2 Borrowing. No loan shall be contracted on behalf of IPWMAN and no evidence of indebtedness shall be issued unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

8.3 Checks and Drafts. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness (issued in the name of IPWMAN) shall be signed by such officers or agents of IPWMAN as shall from time to time be determined by the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the President or the Vice President.

8.4 Deposits. All funds of IPWMAN shall be deposited from time to time to the credit of IPWMAN in such banks, trust companies or other depositories as the Board may select.

8.5 Membership Dues and/or Fees. Membership dues and/or fees will be determined by the Board of Directors. The amount of the membership dues and/or fees shall be reviewed and established annually by the Board of Directors. Dues and/or fees shall be due within thirty (30) days of January 1 of each year.

The Board of Directors will determine the method and amount of any other fees to be charged or assessed by IPWMAN.

8.6 Gifts. The Board may accept on behalf of IPWMAN any contribution, gift, bequest or devise for the general purposes or for any special purpose of IPWMAN, unless otherwise prohibited by law.

8.7 Reimbursement. The Board shall adopt reimbursement procedures and associated policies.

Article Nine

Fiscal Year, Books and Minutes

9.1 Fiscal Year. The fiscal year and business year of IPWMAN shall begin on January 1 and end on December 31.

9.2 Books and Minutes. IPWMAN shall keep correct and complete books and records of account and shall also keep minutes of the meetings of its Board.

Article Ten

Distribution of Assets upon Dissolution

If at any time the dissolution of this Intergovernmental Agency is authorized by the Board of Directors, the members of the Board of Directors then holding office as such shall distribute the assets of IPWMAN remaining after payment, satisfaction and discharge, or adequate provision therefore, of all liabilities and obligations of IPWMAN, to the member agencies, pursuant to a plan of distribution as duly adopted by the Board. The Board shall incur no

personal liability for failure to ascertain, after a reasonable examination, the existence of any contributor.

Article Eleven

Amendment to By-Laws

Any member may propose amendment of these By-Laws. Proposed amendments shall be submitted to the Board of Directors. Amendments must be approved by majority vote of the Board of Directors before being sent to the members for consideration at a duly called meeting held at least 45 days after the Secretary, or designee, has sent the proposed amendment by paper document or electronically to each member. Any proposed amendment receiving the affirmative vote of at least three-fifths (60%) of the members present at the meeting shall be deemed approved by the members and effective immediately unless specifically stated otherwise in the amendment.

Article Twelve

Retention of Property Interest

All right, title, and interest, both legal and equitable in and to property of IPWMAN shall remain in IPWMAN. If such property shall be in the possession of a member, Executive Officer, Administrative Officer or such other person so entrusted, it shall be immediately returned to IPWMAN in the event of that person's death, resignation, removal or such other action disassociating that person with IPWMAN.

Article Thirteen

Rules of Procedure

The rules contained in the current edition of "Robert's Rules of Order – Revised" shall generally be used as a guide to govern the procedural conduct of the Board of Directors and Executive Committee and its committees and advisory bodies in all cases to which they are applicable and in which they are not inconsistent with these By-laws. Additionally, the Board may adopt its own rules of procedure, which shall not be inconsistent with these by-laws.

Adopted by the Board of Directors in accordance with these By-Laws on October 22, 2024.

An Intergovernmental Agreement Providing for Membership in the Illinois Public Works Mutual Aid Network Agreement

This Intergovernmental Public Works Agreement (hereinafter "Agreement") is entered into by and among City of West Chicago ("Participating Agency") and the other participating public agencies that have also executed this Agreement (collectively, the "Parties" and individually a "Party").

WHEREAS, by executing this Agreement, Participating Agency has manifested its intent to participate in the program for mutual aid and assistance, hereinafter entitled the "Illinois Public Works Mutual Aid Network (IPWMAN)"; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., (hereinafter "Act") authorize units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

WHEREAS, the Act provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

WHEREAS, the Parties may voluntarily agree to participate in mutual aid and assistance activities conducted pursuant to IPWMAN and the Interstate Emergency Management Assistance Compact (EMAC); and

WHEREAS, the Parties eligible to voluntarily participate in IPWMAN include, without limitation: municipalities, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other public agency, as defined by the Act, that performs a public works function; and

WHEREAS, the Parties are units of local government as defined by the Constitution of the State of Illinois and public agencies as defined by the Act; and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential natural and man-made disasters; and

WHEREAS, the Parties wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies; and

WHEREAS, the Parties may also provide mutual aid and assistance to one another on a day-to-day basis during non-emergencies pursuant to this Agreement; and

NOW, THEREFORE, the Parties agree as follows:

SECTION I: PURPOSE

IPWMAN is hereby established to provide a method whereby a Party in need of mutual aid assistance may request aid and assistance from the other Parties in the form of personnel, equipment, materials or other associated services as necessary. The purpose of this Agreement is to formally document such a program.

SECTION II: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

A. *"AGENCY"* means any municipality, township road district, unit road district, county highway departments, publicly-owned water organization and publicly-owned wastewater organization or any other public agency that performs a public works function that has entered into and abides by the provisions as found in this Agreement.

B. *"AID AND ASSISTANCE"* includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response during disasters and non-emergency situations, including training exercises to prepare for situations requiring mutual aid and assistance.

C. *"AUTHORIZED REPRESENTATIVE"* means a Party's employee who has been authorized, in writing by that Party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each Party's initial authorized representative, and the representative's title, is to be listed on the contact list maintained by IPWMAN. If the title of the authorized representative as listed by name on the contact list has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the Party. In the event that the person who is listed as authorized representative is no longer employed by the Party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the Party indicates otherwise in writing. Each Party's authorized representative shall be responsible to designate someone to supervise that Party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

D. *"BOARD OF DIRECTORS"* is a group of representatives from the Parties to this Agreement elected to organize and maintain the program. The Board of Directors shall consist of members of IPWMAN. Qualifications and terms for the Board members shall be defined in the By-Laws of the Illinois Public Works Mutual Aid Network.

E. *"BOARD MEMBER"* is a representative of the IPWMAN serving on the Board of Directors.

F. *"DISASTER"* means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the

control or resources of the services, personnel, equipment and facilities of a Party that requires assistance under this Agreement, and may be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

G. "*IPWMAN*" is the acronym for the Illinois Public Works Mutual Aid Network.

H. "*LOCAL EMERGENCY*" is defined as an urgent need requiring immediate action or attention beyond normal capabilities, procedures and scope for aid and assistance by an Agency.

I. "*GENERAL MUTUAL AID*" means aid and assistance provided during non-emergency conditions.

J. "*MUTUAL AID RESOURCE LIST*" means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan as approved by the Board of Directors, or its designee.

K. "*NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)*" a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.

L. "*PARTY*" means an Agency which has adopted and executed this Agreement.

M. "*PERIOD OF ASSISTANCE*" means a specified period of time when a Responding Agency assists a Requesting Agency. The period commences when personnel, equipment, or supplies depart from a Responding Agency's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from a disaster, local emergency, or period of general mutual aid, as previously defined.

N. "*RESPONDING AGENCY*" means the Party or Agency which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.

O. "*REQUESTING AGENCY*" means the Party or Agency requesting and receiving aid and assistance from a Responding Agency.

SECTION III: RESPONSIBILITY OF PARTIES

A. *PROVISION OF AID.* Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.

B. *RECRUITMENT.* The Parties hereby encourage each other to enlist other agencies to adopt and execute this Agreement.

C. *AGREEMENT FOR BENEFIT OF PARTIES.* All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

D. *IMMUNITIES.* All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

E. *MEMBERSHIP.* To be a member in good standing, a Party shall be responsible for dues and other obligations as specified in the IPWMAN By-Laws and Operational Plan.

SECTION IV: ANNUAL REVIEW

At a minimum, the Board of Directors shall meet annually at a meeting place designated by the Board of Directors to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement. The Board of Directors shall have the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: adopt by-laws; execute agreements and documents approved by the Board of Directors; develop specific operating plans, procedures and protocol for requesting assistance; organize meetings; engage in joint training exercises; operate a website; disseminate information; create informational brochures; create subcommittees; maintain lists of the Parties; maintain equipment and supply inventory lists; and deal with Party issues.

SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the IPWMAN Operational Plan.

SECTION VI: RESPONDING AGENCY'S ASSESSMENT OF AVAILABILITY OF RESOURCES

The Board of Directors will promulgate and regularly update procedures for responding agency's assessment of availability of resources through the IPWMAN Operational Plan.

SECTION VII: SUPERVISION AND CONTROL

A. *DESIGNATION OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* Responding Agency shall designate a representative who shall serve as the person in charge of coordinating the initial work assigned to the Responding Agency's employees by the Requesting Agency. The Requesting Agency shall direct and coordinate the work being assigned to the Responding Agency(s) and the Requesting Agency's employees. All actions shall be consistent with and in accordance with the National Incident Management System (NIMS) and the IPWMAN Operational Plan.

B. *RESPONSIBILITIES OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* The Board of Directors will promulgate and regularly update procedures for Responding Agency's supervisory

personnel through the IPWMAN Operational Plan.

SECTION VIII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance, renewability, and recall through the IPWMAN Operational Plan.

It is presumed that a Responding Agency's aid and assistance shall be given for an initial minimum period of twelve (12) hours. Thereafter, assistance shall be extended as the Responding Agency and Requesting Agency shall agree. The twelve (12) hour period shall start when the aid and assistance departs from Responding Agency's location with the intent of going to Requesting Agency's location. The aid and assistance shall end when it returns to Responding Agency's location with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete.

Responding Agency may recall its aid and assistance at any time at its sole discretion. Responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST

A. *PERSONNEL* - Responding Agency shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirements, etc.).

B. *RESPONDING AGENCY'S TRAVELING EMPLOYEE NEEDS* - Responding Agency shall document the basic needs of Responding Agency's traveling employees, such as reasonable lodging and meal expenses of Responding Agency's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. *EQUIPMENT* - Responding Agency shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance.

D. *MATERIALS AND SUPPLIES* - Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. *REIMBURSEMENT OF COSTS* - Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than five (5) calendar days. If aid and assistance is requested for more than five (5) calendar days, the Responding Agency may submit an itemized invoice to the Requesting Agency seeking reimbursement of the cost incurred for personnel, traveling employees, equipment, materials and supplies. If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for

personnel, materials, supplies and equipment from the first day of the response to the event by the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

SECTION X: RIGHTS AND PRIVILEGES OF RESPONDING AGENCY'S EMPLOYEES

Whenever Responding Agency's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.

SECTION XI: WORKERS' COMPENSATION

The Parties agree that Requesting Agency shall be responsible for payment of workers' compensation benefits owed to Requesting Agency's employees and that Responding Agency shall be responsible for payment of workers' compensation benefits owed to Responding Agency's employees.

SECTION XII: INSURANCE

Each Party shall bear the risk of liability for its agency and its agency's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under Section XIII of this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

SECTION XIII: INDEMNIFICATION

Each Party hereto agrees to waive all claims against all other Parties for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement but only if such claim is not a result of gross negligence or willful misconduct by another Party or its personnel.

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Responding Agency and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Responding Agency; and further provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Responding Agency. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID

The rendering of assistance under the terms of this Agreement shall not be mandatory under any circumstances, including, without limitation, that the local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION XV: NOTICE OF CLAIM OR SUIT

Any Party that becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement shall provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

SECTION XVI: AMENDMENTS

Any member may propose amendment of this Agreement. Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments approved by majority vote of the Board of Directors will be sent to the members for consideration at a duly called meeting held at least 45 days after the Secretary, or designee, has sent the proposed amendment by paper document or electronically to each member. Any proposed amendment receiving the affirmative vote of at least three-fifths (60%) of the members present at the meeting shall be sent to the membership for adoption by the governing body of each member. Failure of a member's governing body to adopt any amended agreement within 120 days of receipt of the proposed amended agreement will signify a Party's withdrawal from the Agreement.

SECTION XVII: ADDITIONAL PARTIES

Additional Agencies may become Parties to this Agreement, provided that such Agencies:

- (1) Approve and execute this Agreement.
- (2) Provide a fully executed copy of this Agreement to the Board of Directors.
- (3) Provide the name and title of an authorized representative to the Board of Directors.
- (4) Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

SECTION XVIII: NOTICES

Notices and requests as provided herein shall be deemed given as of the date the notices are deposited, by First Class Mail, addressed to the Board of Directors who will notify each of the Parties' representatives.

SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party's withdrawal from this Agreement shall not affect that Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within one hundred and twenty (120) days of said amended agreement will signify a Party's withdrawal from the Agreement pursuant to Section XVI of this Agreement. Any Party that fails to meet its obligations in accordance with this Agreement or the IPWMAN bylaws may have its participation in IPWMAN terminated by a two-thirds vote of the Board of Directors pursuant to 2.4 of the IPWMAN by-laws.

SECTION XX: HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

SECTION XXI: SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XXII: EFFECTIVE DATE

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

SECTION XXIII: WAIVER

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

SECTION XXIV: EXECUTION OF COUNTERPARTS

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION XXV: PRIOR IPWMAN AGREEMENTS

All prior IPWMAN agreements for mutual aid and assistance between the Parties hereto are suspended and superseded by this Agreement. It is specifically understood and agreed that this Agreement is intended to reorganize IPWMAN's governing structure to a Board of Directors of the Intergovernmental Agency rather than of a not-for-profit corporation as provided in the By-Laws attached to this Agreement as Exhibit A. The By-Laws are specifically incorporated here by reference. All prior acts of the Board of Directors are hereby declared to be those of IPWMAN, an Intergovernmental Agency.

SECTION XXVI: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

NOW, THEREFORE, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

Signature Page

Approved and executed this 16th day June of 2025.

For the Agency (Insert Name): City of West Chicago

By: _____

Its: Mayor

Attest

By: _____

Its: Executive Office Manager

APPROVED

On behalf of the Illinois Public Works Mutual Aid Network

Approved and executed this _____ day of _____, 20____.

By: _____

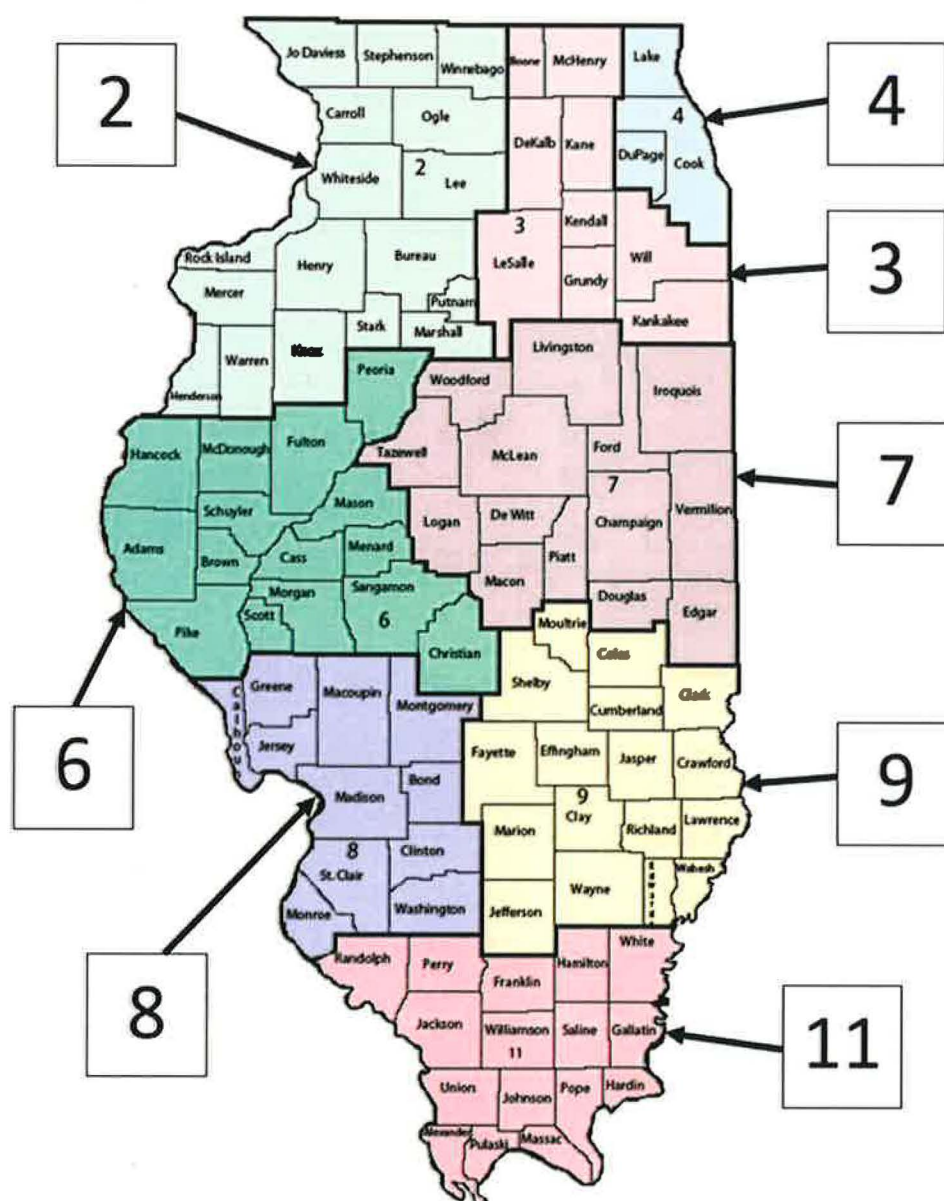
Vince Kilcullen
President, IPWMAN Board of Directors

Attest: _____

Joe Cronin
Secretary, IPWMAN Board of Directors

*Approved by the IPWMAN Interim Board of Directors on September 17, 2008.
Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended
by the IPWMAN Board of Directors on June 16, 2010. Amended by the IPWMAN Board
of Directors on October 22, 2024.*

Exhibit 1—IPWMAN Region Map



IPWMAN Region Map

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Ordinance No. 25-O-0018 – Authorizing the Disposal of Surplus Equipment, Stock Inventory, and/or Personal Property Owned By the City Of West Chicago

AGENDA ITEM NUMBER:

5.B.

COMMITTEE AGENDA DATE: June 5, 2025

COUNCIL AGENDA DATE: June 16, 2025

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

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. 25-O-0018 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. 25-O-0018 for the disposal or sale of surplus equipment, stock inventory, and/or personal property owned by the City of West Chicago.

COMMITTEE RECOMMENDATION:

ORDINANCE NO. 25-O-0018

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

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

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

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

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

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

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

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

PASSED this 16th day of June 2025.

Alderman D. Beebe	_____	Alderman J. Alcántar-Garcia	_____
Alderman J. Sheahan	_____	Alderman H. Brown	_____
Alderman A. Hallett	_____	Alderman D. Carreto-Muñoz	_____
Alderman Birch-Ferguson	_____	Alderman S. Dimas	_____
Alderman C. Swiatek	_____	Alderman J. Smith	_____
Alderman R. Stout	_____	Alderman C. Aviña Soto	_____
Alderman J. Morano	_____	Alderman M. Myers	_____

APPROVED as to form: _____
City Attorney

ADOPTED this 16th day of June 2025.

Mayor Daniel Bovey

ATTEST:

Executive Office Manager, Valeria Perez

PUBLISHED: _____

ATTACHMENT "A"
LISTING OF SURPLUS ITEMS
ORDINANCE NO. 25-O-0018

Make	Model	Type	Serial # / VIN # / ID #	Qty
AMD	GPUs	GPUs	N/A	5
APC	Back UPS ES 500	Battery Backup	BB0549041230	1
APC	BE350G	Battery Backup	4B1504P11920	1
Aries	Unknown	Server	Unknown	1
Cannon	C52040	Printer	21F200117975	1
Cisco	Catalyst 2960 Plus	Network Switch	465565	1
Cisco	Catalyst 3650	Network Switch	WS-C3650-48TD-L V03	1
Corkboards	Corkboards	Corkboards	N/A	3
DDR3 RAM Sticks Desktop	DDR3 Ram Sticks Desktop	RAM	N/A	10
Dell	Flat Panel Monitor	Monitor	CN0FP1827161877DGA29	1
Dell	Flat Panel Monitor	Monitor	S11070C0001	1
Dell	Flat Panel Monitor	Monitor	CN0XTK9N744451CAA7KL	1
Dell	Flat Panel Monitor	Monitor	CN0WKFYR7426108P0DES	1
Dell	Latitude 5590	Laptop	5flbxt2	1
Dell	Latitude E6420	Laptop	6jjtbs1	1
Dell	Monitor	Monitor	CN0G313H742618C248CL	1
Dell	Monitor	Monitor	CN0G313H742618C248KL	1
Dell	Monitor Mounts	Monitor Mounts	N/A	2
Dell	Optiplex 7020	Desktop PC	25130253206	1
Dell	Optiplex 7040	Desktop PC	GN0GPD2	1
Dell	Optiplex 7040	Desktop PC	FK5PSD2	1
Dell	Optiplex 7040	Desktop PC	FK5QSD2	1
Dell	Optiplex 7050	Desktop PC	BJKWJH2	1
Dell	Optiplex 7050	Desktop PC	BJKSJH2	1
Dell	Optiplex 7050	Desktop PC	BJLVJH2	1
Dell	Optiplex 7050	Desktop PC	BJKVJH2	1
Dell	Optiplex 7050	Desktop PC	BJMSJH2	1
Dell	Optiplex 7050	Desktop PC	BJLRJH2	1
Dell	Optiplex 7050	Desktop PC	BJLXJH2	1
Dell	Optiplex 7050	Desktop PC	BJMQJH2	1
Dell	Optiplex 7050	Desktop PC	23Q5JV2	1
Dell	Optiplex 7050	Desktop PC	BJLMJH2	1
Dell	Optiplex 7050	Desktop PC	BJLQJH2	1
Dell	Optiplex 7050	Desktop PC	23Q7JV2	1
Dell	Optiplex 7050	Desktop PC	23Q8JV2	1
Dell	Optiplex 7050	Desktop PC	BJMMJH2	1
Dell	Optiplex 780	Desktop PC	1Y1FBP1	1
Dell	Optiplex 780	Desktop PC	HJYLZL1	1
Dell	Optiplex 9020	Desktop PC	12QR482	1
Dell	Optiplex 9020	Desktop PC	6N9RB42	1
Dell	Optiplex 9020	Desktop PC	6NBQB42	1
Dell	Optiplex 9020	Desktop PC	12QT482	1
Dell	Optiplex 9020	Desktop PC	6NBSB42	1
Dell	Optiplex 9020	Desktop PC	6N8WB42	1
Dell	Optiplex 9020	Desktop PC	6N8VB42	1
Dell	Optiplex 9020	Desktop PC	12QS482	1
Dell	Optiplex 9020	Desktop PC	12QY482	1
Dell	Optiplex 9020	Desktop PC	12QQ482	1
Dell	Optiplex 9020	Desktop PC	6N9TB42	1
Dell	Optiplex 9020	Desktop PC	12RL482	1
Dell	Optiplex 9020	Desktop PC	6NBRB42	1
Dell	P2311HD	Monitor	CN0WKFYR7426108P0AUS	1

ORDINANCE NO. 25-O-0018

[illegible]

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

2025 Asphalt Materials Procurement – DuPage County
Joint Purchasing Program – Plote Construction, Inc.

AGENDA ITEM NUMBER:

5.C.

COMMITTEE AGENDA DATE: June 5, 2025

COUNCIL AGENDA DATE: June 16, 2025

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

SIGNATURE _____

ITEM SUMMARY:

For over 36 years the City has utilized the DuPage County Joint Purchasing Program for the procurement of asphalt materials. DuPage County has a Joint Purchasing Program like the State of Illinois Joint Purchasing Program where annually it solicits bids for materials by way of public bid and then allows municipalities to take advantage of the competitively bid unit prices. The 2023 bid is attached for your reference which has been renewed per the contract provisions.

DuPage County advised staff that it will be utilizing all the vendors except Superior Asphalt Company that bid for Asphalt Materials, depending on which site is closest to the ongoing operations within the County limits. All vendors have agreed to extend its bid to other taxing bodies in DuPage County through the Joint Purchasing Program. The City staff is proposing to use Plote Construction as its choice for vendor due to the proximity. The two commonly used Hot-Mix Asphalt (HMA) products by the City are HMA Surface Course, Mix D, N50 and HMA Binder Course, IL-19.0, N50. Although Plote's bid pricing for these two products is higher than other vendors, staff believes due to its proximity, Public Works staff will be able to pick up HMA material as needed from the plant located in West Chicago, Illinois, and/or in Bartlett, Illinois, which will save a lot of transit time. This will help offset the higher purchase price.

The City uses HMA to repair street openings from water and sewer excavations, for pothole patching, repair of surface imperfections through grinding and patching, and overlayment of sections of streets where the surface is deteriorated and the street is not scheduled for contractual reconstruction or resurfacing. For Fiscal Year 2025, staff anticipates using approximately 600 tons of surface mix and approximately 100 tons of binder mix. The material cost varies from \$65.00 to \$125.00 per ton depending on the type of HMA required. The amount of \$51,000.00 has been budgeted in the Capital Projects Fund (08-34-53-4672) for the purchase of HMA during Fiscal Year 2025.

Staff recommends using the DuPage County Joint Purchasing Program for the procurement of Asphalt Materials from Plote Construction, Inc. for Fiscal Year 2025.

ACTIONS PROPOSED:

Authorize the purchase of Asphalt Materials, as needed, from Plote Construction, Inc. for an amount not to exceed \$51,000.00, through the DuPage County Joint Purchasing Program, during Fiscal Year 2025.

COMMITTEE RECOMMENDATION:



**THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
2023 CONSTRUCTION MATERIALS (SECTION 1 - BITUMINOUS PAVING MATERIALS)
23-023-DOT**

K-Five Companies													
Vendor Plant Site		HMA Surface Course, Mix D, N70	HMA Surface Course, Mix D, N50	HMA Binder Course, IL-19, N70	HMA Binder Course, IL-19, N50	Polymerized HMA Surface Course, Mix E, N70	Driveway / Private Mix	SS-1 Asphalt Emulsion (BULK)	SS-1 Asphalt Emulsion 5 Gallon / Pail	Cold Patch	Dumping of Asphalt Grindings	Dumping of Clean Concrete	Dumping of Broken Asphalt
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	GAL	PAIL	Ton	Ton	Ton	Ton
Elmhurst (DuPage Materials Company LLC)		\$75.25	\$72.75	\$63.50	\$65.75	\$120.00	\$70.25	No Bid	\$47.25	\$165.00	\$7.75	No Bid	\$7.75
Hodgkins (K-Five Hodgkins LLC)		\$74.25	\$71.25	\$63.75	\$64.75	\$120.00	\$69.50	No Bid	\$47.25	\$165.00	\$7.75	No Bid	\$7.75
Naperville (Chicago Materials Corporation)		\$73.75	\$74.00	\$67.25	\$66.25	\$120.00	\$71.25	No Bid	\$47.25	No Bid	\$7.75	\$7.75	\$7.75
Romeoville (Route 66 Asphalt)		\$71.75	\$69.50	\$65.75	\$64.25	\$120.00	\$67.25	No Bid	\$47.25	No Bid	\$7.75	No Bid	\$7.75
Plote Construction Inc.													
Vendor Plant Site		HMA Surface Course, Mix D, N70	HMA Surface Course, Mix D, N50	HMA Binder Course, IL-19, N70	HMA Binder Course, IL-19, N50	Polymerized HMA Surface Course, Mix E, N70	Driveway / Private Mix	SS-1 Asphalt Emulsion (BULK)	SS-1 Asphalt Emulsion 5 Gallon / Pail	Cold Patch	Dumping of Asphalt Grindings	Dumping of Broken Asphalt	Dumping of Clean Concrete
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	GAL	EA	Ton	Ton	Ton	Ton
Location 1 - West Chicago		\$73.00	\$73.00	\$67.00	\$67.00	\$125.00	No Bid	No Bid	\$50.00	\$175.00	No charge	No charge	No charge
Location 2 - Bartlett		\$73.00	\$73.00	\$67.00	\$67.00	\$125.00	No Bid	No Bid	\$50.00	\$175.00	No charge	No charge	No charge
Ozinga													
Vendor Plant Site		HMA Surface Course, Mix D, N70	HMA Surface Course, Mix D, N50	HMA Binder Course, IL-19, N70	HMA Binder Course, IL-19, N50	Polymerized HMA Surface Course, Mix E, N70	Driveway / Private Mix	SS-1 Asphalt Emulsion (BULK)	SS-1 Asphalt Emulsion 5 Gallon / Pail	Cold Patch	Dumping of Asphalt Grindings	Dumping of Broken Asphalt	Dumping of Clean Concrete
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	GAL	EA	Ton	Ton	Ton	Ton
Location 1 - Lincolnshire		No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 9.77	No charge	\$ 9.77
Superior Asphalt Co.													
Vendor Plant Site		HMA Surface Course, Mix D, N70	HMA Surface Course, Mix D, N50	HMA Binder Course, IL-19, N70	HMA Binder Course, IL-19, N50	Polymerized HMA Surface Course, Mix E, N70	Driveway / Private Mix	SS-1 Asphalt Emulsion (BULK)	SS-1 Asphalt Emulsion 5 Gallon / Pail	Cold Patch	Dumping of Asphalt Grindings	Dumping of Broken Asphalt	Dumping of Clean Concrete
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	GAL	EA	Ton	Ton	Ton	Ton
Location 1 - North Aurora		No Bid	\$63.50	No Bid	\$58.50	No Bid	\$63.50	No Bid	\$60.00	\$153.50	No charge	No charge	No charge
DuKane Asphalt Co.													
Vendor Plant Site		HMA Surface Course, Mix D, N70	HMA Surface Course, Mix D, N50	HMA Binder Course, IL-19, N70	HMA Binder Course, IL-19, N50	Polymerized HMA Surface Course, Mix E, N70	Driveway / Private Mix	SS-1 Asphalt Emulsion (BULK)	SS-1 Asphalt Emulsion 5 Gallon / Pail	Cold Patch	Dumping of Asphalt Grindings	Dumping of Broken Asphalt	Dumping of Clean Concrete
	UOM	Ton	Ton	Ton	Ton	Ton	Ton	GAL	EA	Ton	Ton	Ton	Ton
Location 1 - Addison		\$65.00	\$65.00	\$62.00	\$62.00	\$82.00	No Bid	No Bid	\$65.00	No Bid	\$8.00	\$8.00	\$8.00

NOTES

Bid Opening 3/13/23 @ 2:30 P.M.	DW, NE
Invitations Sent	54
Total Bidders Requesting Documents	1
Total Bid Responses Received	5

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Purchase of One 2025 Ford E-350 Cutaway Van - Haggerty Ford, West Chicago, Illinois

AGENDA ITEM NUMBER:5.D.**COMMITTEE AGENDA DATE:** June 5, 2025**COUNCIL AGENDA DATE:** June 16, 2025**STAFF REVIEW:** Mehul T. Patel, P.E., Director of Public Works**SIGNATURE** _____**ITEM SUMMARY:**

For FY 2025, Public Works Department staff have planned and budgeted for the replacement of one 2015 Ford E350 Cutaway Van with a custom Knapheide Utility Body in the in the Facilities Division (Unit 450) with one 2025 Ford E350 Cutaway Van with a custom Knapheide Utility Body. Unit 450 is currently utilized as an everyday vehicle for the functions of the Division and was on an eight-year initial replacement cycle. The unit is overdue for a replacement.

The City of West Chicago is a member of the DuPage Mayors and Managers Conference, which is one of the sponsors of the Suburban Purchasing Cooperative (SPC), which is a joint purchasing program that represents 144 municipalities and townships in northeastern Illinois. In the past, we have had the luxury of being able to capitalize on the joint bid contracts for such purchases. The SPC currently has a contract for the Ford Transit Vans but not for E350 series. Sourcewell is another cooperative purchasing avenue the City utilizes for fleet purchases which currently does not have a contract for E350 series.

To allow local vendors an opportunity to quote on the 2025 Ford E350 Cutaway Van with a custom Knapheide Utility Body, staff recently solicited price quotes from multiple Ford dealerships (only two responded). The table below summarizes the pricing received from interested parties.

Dealer	Price	Rank
Haggerty (West Chicago)	\$63,426.00	1
Willowbrook Ford (Willowbrook)	\$67,280.70	2

In FY 2025, \$65,400.00 is budgeted in the Capital Equipment Replacement Fund (04-34-39-4804) for the replacement of Unit 450. A third-party vendor will do the upfit for the vehicle, for which \$5,000.00 is budgeted for this unit in the same fund. The vehicle is available in the lot at Haggerty Ford and is already custom fitted to City's needs. It should be noted the available vehicle at Haggerty Ford is equipped with a Reading Utility Body which is rated highly by staff at City's Fleet Division. The custom fitted vehicle also significantly reduces the upfit times. Staff recommends placing an order as soon as possible to secure the vehicle.

ACTIONS PROPOSED:

That the West Chicago City Council authorize the purchase of one 2025 Ford E350 Cutaway Van with a custom Reading Utility Body, for a cost not to exceed \$63,426.00, from Haggerty Ford, West Chicago, Illinois, and authorize the City Administrator to contract with a third-party to install the necessary appurtenances/equipment for this vehicle.

COMMITTEE RECOMMENDATION:



330 E. Roosevelt Rd, West Chicago, IL 60185
Ph: (630) 231-1100

Haggerty Ford
330 E. Roosevelt Rd
WEST CHICAGO, IL 60185
Ph: (630) 231-3200

DATE 04/17/2025 Salesman _____
NAME CITY OF WEST CHICAGO STOCK # F81851
CO-BUYER _____ EMAIL MNOA@WESTCHICAGO.ORG
ADDRESS 475 MAIN ST CELL PHONE _____
CITY WEST CHICAGO STATE IL ZIP 60185 HOME PHONE _____
HOME PHONE _____
please enter my order for the following: ☐ New ☐ Demo ☐ Used PHONE _____

	YEAR	NAME	MODEL	COLOR	MILEAGE	SERIAL #
BOUGHT	2024	Ford	E-350 Cutaway	WHITE	134	1FDWE3FN4RDD24828
TRADED		READING	UPFIT	INCLUDED		

CASH	
SELLING PRICE	62,881.00
TRADE	
DISCOUNT	
CASH	
DIFFERENCE	62,881.00
TAXES	
LICENSE &	
TITLE	178.00
ADMINISTRATIVE	
FEES & CHARGES	367.00
SUB	
TOTAL	63,426.00
PAYOFF	
ON TRADE	
SUB	
TOTAL	63,426.00
FACTORY	
REBATE	
SERV CONT	
DEPOSIT	
BALANCE DUE	
ON DELIVERY	63,426.00

ADMINISTRATIVE FEES AND CHARGES; AN ADMINISTRATIVE FEE IS NOT AN OFFICIAL FEE. AN ADMINISTRATIVE FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATING TO CLOSING OF A SALE. THE BASE ADMINISTRATIVE FEE ENDING JANUARY 1, 1992 WAS \$40.00. THE MAXIMUM AMOUNT THAT MAY BE CHARGED FOR ADMINISTRATIVE FEES & CHARGES IS THE BASE ADMINISTRATIVE FEE OF \$40.00 WHICH SHALL BE SUBJECT TO AN ANNUAL ADJUSTMENT EQUAL TO THE PERCENTAGE OF CHANGE IN THE BUREAU OF LABOR STATISTICS CONSUMER PRICE INDEX. THIS NOTICE IS REQUIRED BY LAW.

NOTICE: THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS, WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES.

No Public Liability or Property Damage Insurance Issued With This Transaction.

ALL WARRANTIES, IF ANY, BY MANUFACTURERS OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (A) ON ALL GOOD AND SERVICES SOLD BY DEALER; AND (B) ON ALL USED VEHICLES WHICH ARE SOLD AS IS-NOT EXPRESSLY WARRANTED OR GUARANTEED.

This is a non-binding order.

☐ NOTICE - If the box to the left is checked, the automobile purchased herein is a demonstrator which has been pre-used and may have incurred certain body repairs as a result of such usage.

The purchaser represents and warrants that he is of legal age; that he has title to and good right to sell and dispose of the used car traded in described above, that there are no liens, claims and/or encumbrances thereon, and agrees to furnish good and sufficient title and hereby grants Haggerty Ford power of attorney to assign and endorse said title for him, and to sign any and all applications which would be necessary to register title to car being purchased in any state or territory. After careful inspection and demonstration, the undersigned purchases the above vehicle with equipment at the prices and on the terms specified above.

TRANSFER OF TITLE TO ABOVE AUTOMOBILE IS SUBJECT TO FINAL, PAYMENT OF ANY AND ALL CHECKS CLEARING BANK UPON WHICH IS DRAWN.

SIGNED _____ PURCHASER

SIGNED _____ CO-BUYER



CAR PURCHASE ORDER

DATE 05/05/2025

7301 S. KINGERY HWY. • WILLOWBROOK, IL 60527
630/986-5000
www.willowbrookford.com www.willowbrookkia.com

SALESMAN #1 Steve Spencer

#2 Steve Spencer

DELIVERY: Day

Time

Control #

PURCHASER'S NAME <u>City of West Chicago</u>				CO-OWNER'S NAME			
ADDRESS <u>475 Main St</u>				CITY <u>West Chicago</u>		COUNTY <u>DuPage</u>	
HOME PHONE NO. <u>(630) 768-8871</u>		BUSINESS PHONE NO.		ZIP CODE NO. <u>60185</u>		SOURCE	
YEAR <u>2025</u>	MAKE <u>Ford</u>	SERIES (Ltd. Imp.) <u>Base</u>	BODY (Ltd. Imp.) <u>Specialty Vehicle</u>	SERIAL NO. <u>1FDWE3FN4SDD21126</u>		STOCK NO. <u>SF21126</u>	
NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/> MILEAGE <u>15</u>				PURCHASE DETAILS			
TENTATIVE <input type="checkbox"/> STOCK <input checked="" type="checkbox"/> ORDERED <input type="checkbox"/> MODEL#				RETAIL PRICE: <u>\$73,995.00</u>			
EXT. COLOR <u>Oxford White</u>				SALES PRICE: <u>\$66,740.00</u>			
V. TOP COLOR				SAVINGS: <u>\$7,255.00</u>			
INT. TRIM <u>Medium Flint</u>				ACCESSORIES: <u>\$0.00</u>			
				SERVICE CONTRACT:			
				GOVERNMENT FEES: <u>\$173.00</u>			
				PROC/DOC FEES: <u>\$367.70</u>			
				TOTAL TAXES: <u>\$0.00</u>			
				TOTAL SALES PRICE: <u>\$67,280.70</u>			
				TRADE ALLOWANCE:			
				TRADE PAYOFF:			
				TRADE EQUITY:			
				REBATE:			
				CASH DOWN:			
THIS CAR IS SOLD AS IS.				AMOUNT FINANCED: <u>\$67,280.70</u>			
ACCEPTED BY:							
ANY NEW CAR CHANGE OF EQUIPMENT FROM WINDOW STICKER.							
ITEMS ADDED OR SUBTRACTED (TAX NOT INCLUDED)				ADD TO PRICE	Incl. In Price		
INCL. 11' ALUMINUM READING CSV BODY				\$	X		
INCLUDES GOV'T PRICING AND "M" PLATES				\$	X		
				\$			
				\$			
				\$			
				\$			
				\$			
				\$			
FOR PURCHASE OF USED CAR OR DEALER DEMONSTRATOR The information you see on the window form (Buyer's Guide) for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.							
TRADE-IN							
YEAR	MAKE	MODEL	SERIAL NO.			STOCK NO.	
TITLE REC'D. COMPLETE IF I.D. CARD OR ORIG. PLATES NOT AVAILABLE							
YES <input type="checkbox"/> NO <input type="checkbox"/>	DRIVERS LICENSE		MILEAGE		COLOR	NO. CYL.	TRANS. A.C.

THIS ORDER SHALL NOT BE BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE.

I certify that I am eighteen (18) years of age or older and hereby acknowledge receipt of a copy of this order and I have read the printed matter on the back hereof and agree to it as a part of this order, the same as if it were printed above my signature.

If purchaser has requested dealer to arrange financing and purchaser has not been furnished a completely filled in disclosure statement, this Order is not binding on purchaser and purchaser may cancel it and recover the deposit. In the event of dealer arranged financing and where Purchaser has taken delivery of vehicle, on or before the end of the third working day from this date, Purchaser will return the vehicle to dealer at which time Purchaser will be advised, in accordance with the requirements of Regulation Z, of the terms of whatever financing dealer may have been able to arrange for Purchaser. At that time, Purchaser, at his option, will do one of the following:

1. Accept whatever financing has been obtained by dealer; or
2. Pay in cash for the vehicle; or
3. Cancel this order and pay to the seller a sum for any damage which may have been caused to the vehicle between the date hereof and the date of the return of the vehicle; As well as expenses incurred by dealer in recovering said vehicle from a purchaser who, under these circumstances fails or refuses to return it.

Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of this Order.

05/05/2025

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 25-R-0042 – Contract Award – F.E. Moran, Inc. for the Police Station HVAC Improvements Project for a Base Bid and Alternate No. 1 in an Amount Not to Exceed \$923,000.00 and Reject Alternate No. 2

AGENDA ITEM NUMBER:

5.E

COMMITTEE AGENDA DATE: June 5, 2025
COUNCIL AGENDA DATE: June 16, 2025

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

SIGNATURE _____

ITEM SUMMARY:

The Police Station HVAC Improvements Project includes improvements to the heating, ventilation, and air conditioning (HVAC) at the Police Station located at 325 Spencer Street, as denoted in the enclosed location map. The scope of the project for Base Bid includes select demolition, HVAC rooftop unit (RTU) equipment replacement, boiler replacement, roof patching, temperature controls, variable air volume(VAV) box reuse, acoustical ceilings repairs, painting, necessary electrical work, and other associated work to complete the project. Alternate 1 includes upgrading the existing VAV controls, associated control valves, and ceiling repairs as required. Alternate 2 includes replacement of VAV & fan-powered boxes and associated controls, complete with electrical wiring, and ceiling repairs as required. The Project is anticipated to be completed in November 2025, pending material availability.

The Project was advertised for public bids in the Daily Herald and on an online bidding platform, QuestCDN, on April 29, 2025. A non-mandatory pre-bid meeting took place on-site on May 8, 2025. Staff opened bids on May 21, 2025, and below are the results:

CONTRACTOR	BASE BID AMOUNT	ALT. NO. 1 AMOUNT	ALT. NO. 2 AMOUNT	BASE BID + ALT. NO. 1 AMOUNT	BASE BID + ALT. NO. 2 AMOUNT	BASE BID + ALT. NO. 1 RANK
F.E. Moran, Inc.	\$720,000.00	\$203,000.00	\$465,000.00	\$923,000.00	\$1,185,000.00	1
Helm Mechanical	\$747,000.00	\$238,000.00	\$628,000.00	\$985,000.00	\$1,375,000.00	2
Voris Mechanical, Inc.	\$774,400.00	\$233,500.00	\$558,100.00	\$1,007,900.00	\$1,332,500.00	3
Amber Mechanical Contractors, Inc	\$883,800.00	\$317,000.00	\$647,800.00	\$1,200,800.00	\$1,531,600.00	4
1 Source Mechanical, Inc.	\$574,000.00	\$196,000.00	\$620,000.00	\$770,000.00	\$1,194,000.00	N/A *
Commercial Mechanical, Inc.	\$604,000.00	\$230,000.00	\$603,000.00	\$834,000.00	\$1,207,000.00	N/A *
BUDGETED AMOUNT				\$1,000,000.00		-
* Bid deemed irresponsible and incomplete upon contractor scope review. Bidder disqualified.						

Kluber, Inc., the City's Phase II and III Architect, completed a contractor scoping review for the Base Bid and Alternate No. 1 with the first two apparent low bidders, 1 Source Mechanical, Inc. and Commercial Mechanical Inc. Upon scoping review with the two contractors, their submitted bids were found to be incomplete as both contractors failed to include the \$85,000 allowance in their Base Bid as required by contract specification; therefore, the bids were deemed irresponsible and bids were disqualified. The third low bidder, F.E. Moran, Inc. of Northbrook, Illinois, submitted a complete and qualified bid in the amount of \$923,000.00, which is \$77,000.00 or 7.7% lower than the budgeted amount of \$1,000,000.00. After scope discussions with Kluber, Inc. and Facilities Maintenance staff, the Base Bid plus Alternate No. 2 were not taken into consideration for the project, as the lowest bid from F.E. Moran, Inc. was \$185,000.00 or 18.5% over the budget amount of \$1,000,000.00 for the project. The FY 2025 Budget includes \$1,000,000.00 under the Capital Projects Funds – Capital Outlay Account No. 08-34-53-4801 for the construction phase of the Project.

Staff recommends awarding the Police Station HVAC Improvements Project to F.E. Moran, Inc. of Northbrook, Illinois, for a total contract amount not to exceed \$923,000.00, which includes Base Bid and Alternate No. 1, and reject Alternate No. 2.

CITY OF WEST CHICAGO

ACTIONS PROPOSED:

Approve Resolution No. 25-R-0042 authorizing the Mayor to execute a Contract with the lowest qualified and responsible bidder, F.E. Moran, Inc. of Northbrook, Illinois, for a Base Bid and Alternate No. 1 contract amount not to exceed \$923,000.00 and reject Alternate No. 2 for the Police Station HVAC Improvement Project.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 25-R-0042

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT WITH F.E. MORAN, INC. OF NORTHBROOK, ILLINOIS, FOR
THE POLICE STATION HVAC IMPROVEMENT PROJECT FOR A BASE BID
AND ALTERNATE NO. 1 CONTRACT AMOUNT NOT TO EXCEED
\$923,000.00 AND REJECT ALTERNATE NO. 2**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a Contract with the lowest responsible bidder, F.E. Moran, Inc. of Northbrook, Illinois, for a Base Bid and Alternate No. 1 contract amount not to exceed \$923,000.00 for the Police Station HVAC Improvement Project and Reject Alternate No. 2, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 16th day of June, 2025.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Daniel Bovey

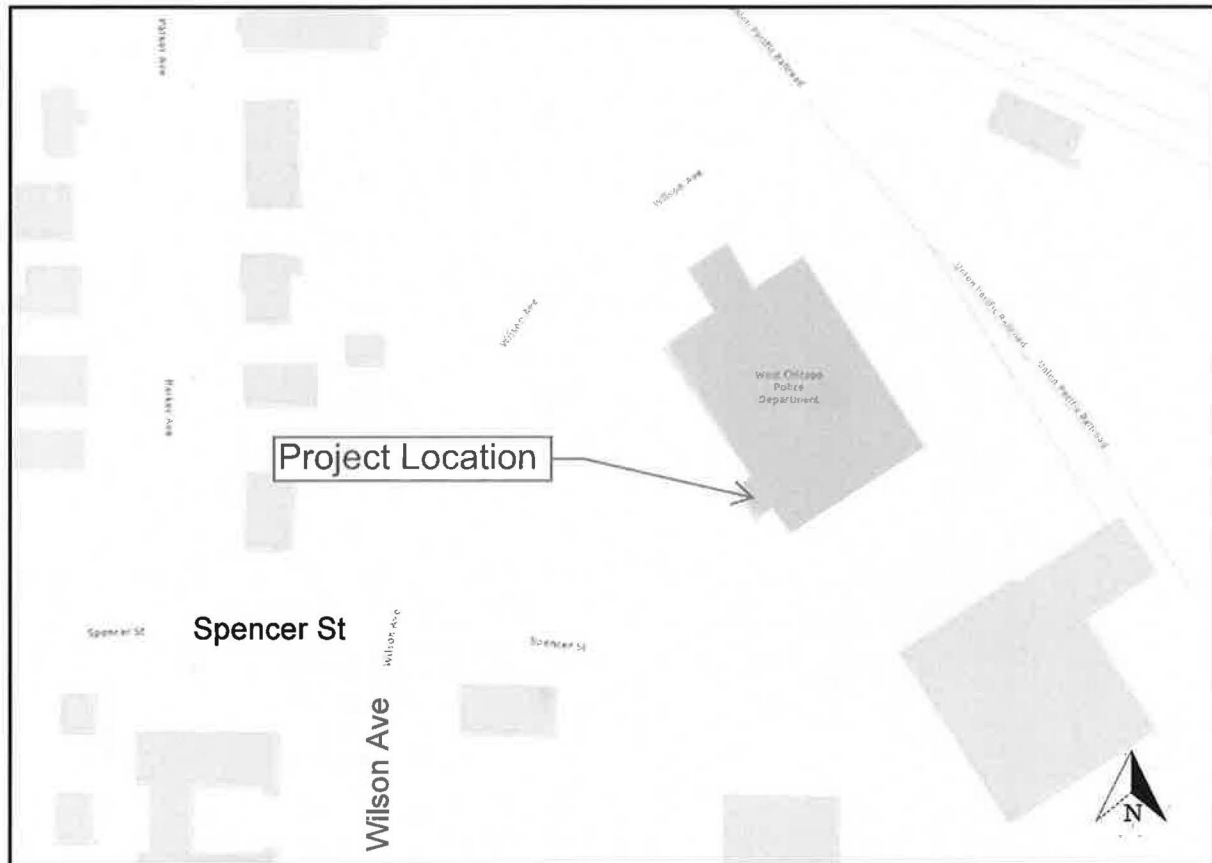
ATTEST:

Valeria Perez, Executive Office Manager

Location Map

Police Department HVAC Improvements Project

325 Spencer Street
West Chicago, DuPage County



May 27, 2025

Mr. Dave Shah
Assistant Director Public Works
City of West Chicago
475 Main Street
West Chicago, Illinois 60185

RE: Bid Results
Police Department HVAC Improvements
Kluber Project No. 24-473-1569

Dear Mr. Shah,

On May 21, 2025, bids were publicly opened and read aloud for the above referenced project. Six contractors chose to submit bids for the project. Two alternates were included in the bid and the City has expressed interest in accepting Alternate No. 1 which includes updating VAV box controls. The low base bid plus alternate one was submitted by 1 Source Mechanical from Dekalb, Illinois in the amount of \$770,000.00. The second lowest bid for base bid plus alternate one was submitted by Commercial Mechanical from Dunlap, Illinois in the amount of \$834,000.00. The third lowest bid for base bid plus alternate one was submitted by FE Moran from Northbrook, Illinois in the amount of \$923,000.00. See attached bid tabulation for details on bid results.

We conducted a Contractor Bid Scope Review with the first two low bidders for Base Bid plus Alternate No. 1. Bids submitted by 1 Source Mechanical, Inc. and Commercial Mechanical, Inc. were found to be incomplete. These bidders did not include the required \$85,000.00 contingency allowance in their Base bid, therefore, these 2 bidders are disqualified since they did not meet the contract requirements per Specification Section 01 21 00 - Allowances of the bid specifications.

We conducted a Contractor Bid Scope Review with the third low bidder, FE Moran for Base Bid plus Alternate No. 1 and believe their Base Bid plus Alternate No. 1 to be responsive and complete.

Therefore, the City may wish to award a Contract to FE Moran in the amount of \$923,000.00 which would include acceptance of Alternate No. 1 for upgrading the VAV box controls in the amount of \$203,000.00.

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

Sincerely,



Chris Hansen, AIA, NCARB
Project Manager
Kluber Architects + Engineers

Attachments: Bid Tabulation, Bid Scope Reviews
Cc: Mehul Patel, Director of Public Works



BID TABULATION

Contract Type: Single Contract Stipulated Sum

Kluber Project No.: 24-473-1569

Project : Police Department HVAC Improvements

Date: 05/21/2025

Owner: City of West Chicago

Time: 1:30 PM

	Plan Holder	Location	Bid Bond	Addendum No. 1	Addendum No. 2	Base Bid	Alternate No. 1	Alternate No. 2	Total with Alternate No. 1	Total with Alternate No. 2	Comments
1	1 Source Mechanical, Inc.	Dekalb, IL	Y	Y	Y	\$574,000.00	\$196,000.00	\$620,000.00	\$770,000.00	\$1,194,000.00	Bid is incomplete. Bidder disqualified.
2	Commerical Mechanical, Inc.	Dunlap, IL	Y	Y	Y	\$604,000.00	\$230,000.00	\$603,000.00	\$834,000.00	\$1,207,000.00	Bid is incomplete. Bidder disqualified.
3	FE Moran	Northbrook, IL	Y	Y	Y	\$720,000.00	\$203,000.00	\$465,000.00	\$923,000.00	\$1,185,000.00	Bid is Complete
4	Helm Mechanical	Bridgeview, IL	Y	Y	Y	\$747,000.00	\$238,000.00	\$628,000.00	\$985,000.00	\$1,375,000.00	
5	Voris Mechanical, Inc.	Glendale Heights, IL	Y	Y	Y	\$774,400.00	\$233,500.00	\$558,100.00	\$1,007,900.00	\$1,332,500.00	
6	Amber Mechanical Contractors, Inc.	Alsip, IL	Y	Y	Y	\$883,800.00	\$317,000.00	\$647,800.00	\$1,200,800.00	\$1,531,600.00	

BID SCOPE REVIEW
POLICE DEPARTMENT HVAC IMPROVEMENTS
Kluber Project No. 25-473-1569

Contractor: F.E. Moran, Inc.

Contact: June Tucker

Base Bid Amount: \$720,000.00

Alternate No. 1 Amount: \$203,000.00

Alternate No. 2 Amount: \$465,000.00

Total with Alternate No. 1 Amount: \$923,000

Total with Alternate No. 2 Amount: \$1,185,000.00

Phone: 630-943-7671

Email: June.Tucker@FEMoran.com

Date: May 22, 2025

All Addenda have been included in the bid. Yes

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

All pertinent Allowances are included in the bid. (\$85,000) Yes

A bid bond was included in the bid package. Yes

Are there any qualifications to the bid? No

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

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

SCOPE REVIEW:**Base Bid Work:**

1. Is the pre-test of the vav box and fan powered box minimum and maximum airflow quantities prior to construction included? **Yes.**
2. Is Testing and Balancing included in the bid for VAV boxes, RTUs, pumps, etc? **Yes.**
3. Is the demolition of the boiler room included (Boilers, Pumps, expansion tank, piping, etc). **Yes.**
4. Is the demolition of the boiler and water heater venting included? **Yes.**
5. Are two new boilers included in the work? **Yes.**
 - a. What manufacturer are you proposing to use? **Lochinvar.**
 - b. What is the lead time of the boiler? **6-7 weeks**

6. Is the new work in the mechanical room (piping, air separator, expansion tank, pumps, etc) included? **Yes.**
 - a. What manufacturer of the pumps are you proposing to use? **Taco or B&G. Lead time is 6-7 weeks.**
7. Is the new venting for the boilers and existing water heater included? **Yes.**
8. Will you be able to complete the boiler work by middle to end of October? **Yes.**
9. Is the associated roof work included? **Yes.**
 - a. Who is the roofing contractor? **TCS.**
10. Are two new roof top units included? **Yes.**
 - a. What manufacturer are you proposing to use? **Aaon**
 - b. What is the estimated lead time for the RTU? **16-18 weeks.**
 - c. Are adapter roof cubs included? **Yes.**
11. Are modifications to hot water piping for the new RTU heating coils included (new control valves, specialties) **Yes.**
12. Is draining and storing the glycol heating water during modifications to that system included? **Yes.**
13. Is draining, cleaning, and flushing the entire hydronic system included? **Yes.**
14. Is the temperature control work included in the bid (rooftop units, boilers, pumps, control valves) **Yes.**
15. Who is the proposed temperature control contractor? **ICT or IBS.**
16. Is the electrical work included in the bid? **Yes.**
17. Who is the proposed electrical contractor? **Austin electric or Glow electric.**

Alternate No. 1:

1. Is the additional temperature control work included in the bid? (New controllers for VAV boxes & FPBs, new control valves, thermostats, removal of pneumatic tubing, etc.) **Yes.**
 - a. Who is the temperature control contractor? **ICT or IBS.**
2. Are the pipe modifications for the fin tube, unit heaters, fan powered boxes, etc included in the bid? This includes replacement of pipe specialties and new control valves? **Yes.**
3. Is the removal of the air compressor, filter dryer, etc included in the bid? **Yes.**
4. Is associated ceiling removal and re-installation included in the bid? **Yes.**

Alternate No. 2:

1. Is the additional temperature control work included in the bid? (New controllers for new VAV boxes & FPBs, new control valves, thermostats, removal of pneumatic tubing, etc.) **Yes.**
 - a. Who is the temperature control contractor? **ICT or IBS.**
2. Are the pipe modifications for the fin tube, unit heaters, fan powered boxes, etc included in the bid? This includes replacement of pipe specialties and new control valves? **Yes.**
3. Is the removal of the air compressor, filter dryer, etc included in the bid? **Yes.**
4. Is the removal of VAV and Fan-powered boxes included in the bid? **Yes.**
5. Are new VAV boxes with electric heat included in the bid? **Yes.**
6. Are new Fan-powered boxes included in the bid? **Yes.**
7. Are duct modifications for the new VAV & Fan-powered boxes included in the bid? **Yes.**
8. Is additional electrical work included in the bid including upgrading the electrical service and wiring for new VAV boxes? **Yes.**
 - a. Is the electrical contractor the same as the base bid work? **Austin electric or Glow electric.**

The above constitutes Kluber, Inc. interpretation of the Bid Scope Review telephone call on May 22, 2025. Any changes or discrepancies shall be received by Kluber, Inc. in writing within five business days.



BID SCOPE REVIEW
POLICE DEPARTMENT HVAC IMPROVEMENTS
Kluber Project No. 25-473-1569

Contractor: 1 Source Mechanical Inc.

Contact: Dan Bargiel

Base Bid Amount: \$574,000.00

Phone: 815-517-0501

Alternate No. 1 Amount: \$196,000.00

Email: samc@1sourcemechanical.net

Alternate No. 2 Amount: \$620,000.00

Total with Alternate No. 1 Amount: \$770,000.00

Total with Alternate No. 2 Amount: \$1,194,000.00

Date: May 22, 2025

All Addenda have been included in the bid. Yes

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

All pertinent Allowances are included in the bid. (\$85,000) No

A bid bond was included in the bid package. Yes

Are there any qualifications to the bid? No

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

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

SCOPE REVIEW:

Base Bid Work:

1. Is the pre-test of the vav box and fan powered box minimum and maximum airflow quantities prior to construction included? **Yes.**
2. Is Testing and Balancing included in the bid for VAV boxes, RTUs, pumps, etc? **Yes.**
3. Is the demolition of the boiler room included (Boilers, Pumps, expansion tank, piping, etc). **Yes.**
4. Is the demolition of the boiler and water heater venting included? **Yes.**
5. Are two new boilers included in the work? **Yes.**
 - a. What manufacturer are you proposing to use? **Lochinvar.**
 - b. What is the lead time of the boiler? **The contractor will reach out to Lochinvar.**

6. Is the new work in the mechanical room (piping, air separator, expansion tank, pumps, etc) included? **Yes.**
 - a. What manufacturer of the pumps are you proposing to use? **Armstrong.**
7. Is the new venting for the boilers and existing water heater included? **Yes.**
8. Will you be able to complete the boiler work by middle to end of October? **Yes.**
9. Is the associated roof work included? **Yes.**
 - a. Who is the roofing contractor? **Knickerbocker Roofing.**
10. Are two new roof top units included? **Yes.**
 - a. What manufacturer are you proposing to use? **Trane.**
 - b. What is the estimated lead time for the RTU? **The contractor will reach out to Trane.**
 - c. Are adapter roof cubs included? **Yes.**
11. Are modifications to hot water piping for the new RTU heating coils included (new control valves, specialties) **Yes.**
12. Is draining and storing the glycol heating water during modifications to that system included? **Yes.**
13. Is draining, cleaning, and flushing the entire hydronic system included? **Yes.**
14. Is the temperature control work included in the bid (rooftop units, boilers, pumps, control valves) **Yes.**
15. Who is the proposed temperature control contractor? **ICT.**
16. Is the electrical work included in the bid? **Yes.**
17. Who is the proposed electrical contractor? **Lohbauer Electric.**

Alternate No. 1:

1. Is the additional temperature control work included in the bid? (New controllers for VAV boxes & FPBs, new control valves, thermostats, removal of pneumatic tubing, etc.) **Yes.**
 - a. Who is the temperature control contractor? **ICT.**
2. Are the pipe modifications for the fin tube, unit heaters, fan powered boxes, etc included in the bid? This includes replacement of pipe specialties and new control valves? **Yes.**
3. Is the removal of the air compressor, filter dryer, etc included in the bid? **Yes.**
4. Is associated ceiling removal and re-installation included in the bid? **Yes.**

Alternate No. 2:

1. Is the additional temperature control work included in the bid? (New controllers for new VAV boxes & FPBs, new control valves, thermostats, removal of pneumatic tubing, etc.) **Yes.**
 - a. Who is the temperature control contractor? **ICT.**
2. Are the pipe modifications for the fin tube, unit heaters, fan powered boxes, etc included in the bid? This includes replacement of pipe specialties and new control valves? **Yes.**
3. Is the removal of the air compressor, filter dryer, etc included in the bid? **Yes.**
4. Is the removal of VAV and Fan-powered boxes included in the bid? **Yes.**
5. Are new VAV boxes with electric heat included in the bid? **Yes.**
6. Are new Fan-powered boxes included in the bid? **Yes.**
7. Are duct modifications for the new VAV & Fan-powered boxes included in the bid? **Yes.**
8. Is additional electrical work included in the bid including upgrading the electrical service and wiring for new VAV boxes? **Yes.**
 - a. Is the electrical contractor the same as the base bid work? **Yes.**

References:

Will Savage, Maintenance Director (630-971-1675) - Lisle library

1. What was the Contractor work scope? **Replacement of 4 condensing units and re-piping them.**
2. Did the Contractor adequately staff the project? **Yes.**
3. Was the materials and workmanship in compliance with the contract documents? **Yes.**
4. Did the Contractor cause any delays to the project? **Long lead times have led to delays, but they were not caused by the contractors.**



5. Did the Contractor work to actively resolve any problems? **No problems occurred with their work.**
Contractors have assisted them with other problems unrelated to their work.
6. Did the Contractor coordinate and cooperate with other contractors and suppliers? **Yes.**
7. Would you recommend them on future work? **Yes.**
8. Any additional comments? **No.**

The above constitutes Kluber, Inc. interpretation of the Bid Scope Review telephone call on May 22, 2025. Any changes or discrepancies shall be received by Kluber, Inc. in writing within five business days.

Bid is incomplete and bidder is disqualified.



BID SCOPE REVIEW
POLICE DEPARTMENT HVAC IMPROVEMENTS
Kluber Project No. 25-473-1569

Contractor: Commercial Mechanical Inc.

Contact: Luke Murphy

Base Bid Amount: \$604,000.00

Phone: 309-243-7768

Alternate No. 1 Amount: \$230,000.00

Alternate No. 2 Amount: \$603,000.00

Total with Alternate No. 1 Amount: \$834,000.00

Total with Alternate No. 2 Amount: \$1,207,000.00

Date: May 23, 2025

All Addenda have been included in the bid.

Yes

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

Yes

All pertinent Allowances are included in the bid. (\$85,000)

No

A bid bond was included in the bid package.

Yes

Are there any qualifications to the bid?

No

Are there any material deliveries which you feel could have a negative impact on the project schedule?

No

Are you aware of any discrepancies and/or have any questions on the bid documents?

No

SCOPE REVIEW:

Base Bid Work:

1. Is the pre-test of the vav box and fan powered box minimum and maximum airflow quantities prior to construction included? **Yes.**
2. Is Testing and Balancing included in the bid for VAV boxes, RTUs, pumps, etc? **Yes.**
3. Is the demolition of the boiler room included (Boilers, Pumps, expansion tank, piping, etc). **Yes.**
4. Is the demolition of the boiler and water heater venting included? **Yes.**
5. Are two new boilers included in the work? **Yes.**
 - a. What manufacturer are you proposing to use? **Lochinvar.**
 - b. What is the lead time of the boiler? **The contractor will review.**

6. Is the new work in the mechanical room (piping, air separator, expansion tank, pumps, etc) included? [Yes](#).
 - a. What manufacturer of the pumps are you proposing to use? [Armstrong](#)
7. Is the new venting for the boilers and existing water heater included? [Yes](#).
8. Will you be able to complete the boiler work by middle to end of October? [Yes](#).
9. Is the associated roof work included? [Yes](#).
 - a. Who is the roofing contractor? [Anthony roofing](#). [They can honor the roofing warranty](#).
10. Are two new roof top units included? [Yes](#).
 - a. What manufacturer are you proposing to use? [Aaon](#).
 - b. What is the estimated lead time for the RTU? [16-18 weeks](#)
 - c. Are adapter roof cubs included? [Yes](#).
11. Are modifications to hot water piping for the new RTU heating coils included (new control valves, specialties) [Yes](#).
12. Is draining and storing the glycol heating water during modifications to that system included? [Yes](#).
13. Is draining, cleaning, and flushing the entire hydronic system included? [Yes](#).
14. Is the temperature control work included in the bid (rooftop units, boilers, pumps, control valves) [Yes](#).
15. Who is the proposed temperature control contractor? [ICT](#).
16. Is the electrical work included in the bid? [Yes](#).
17. Who is the proposed electrical contractor? [Lohbauer Electric](#).

Alternate No. 1:

1. Is the additional temperature control work included in the bid? (New controllers for VAV boxes & FPBs, new control valves, thermostats, removal of pneumatic tubing, etc.) [Yes](#).
 - a. Who is the temperature control contractor? [ICT](#).
2. Are the pipe modifications for the fin tube, unit heaters, fan powered boxes, etc included in the bid? This includes replacement of pipe specialties and new control valves? [Yes](#).
3. Is the removal of the air compressor, filter dryer, etc included in the bid? [Yes](#).
4. Is associated ceiling removal and re-installation included in the bid? [Yes](#).

Alternate No. 2:

1. Is the additional temperature control work included in the bid? (New controllers for new VAV boxes & FPBs, new control valves, thermostats, removal of pneumatic tubing, etc.) [Yes](#).
 - a. Who is the temperature control contractor? [ICT](#).
2. Are the pipe modifications for the fin tube, unit heaters, fan powered boxes, etc included in the bid? This includes replacement of pipe specialties and new control valves? [Yes](#).
3. Is the removal of the air compressor, filter dryer, etc included in the bid? [Yes](#).
4. Is the removal of VAV and Fan-powered boxes included in the bid? [Yes](#).
5. Are new VAV boxes with electric heat included in the bid? [Yes](#). ([Titus Boxes](#))
6. Are new Fan-powered boxes included in the bid? [Yes](#).
7. Are duct modifications for the new VAV & Fan-powered boxes included in the bid? [Yes](#).
8. Is additional electrical work included in the bid including upgrading the electrical service and wiring for new VAV boxes? [Yes](#).
 - a. Is the electrical contractor the same as the base bid work? [Yes](#).

The above constitutes Kluber, Inc. interpretation of the Bid Scope Review telephone call on May 23, 2025. Any changes or discrepancies shall be received by Kluber, Inc. in writing within five business days.

Bid is incomplete and bidder is disqualified.

