

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

INFRASTRUCTURE COMMITTEE

Thursday, December 1, 2022
7:00 P.M. – City Council Chambers

AGENDA

1. Call to Order, Roll Call, and Establishment of a Quorum
2. Approval of Minutes
 - A. Infrastructure Committee of November 3, 2022
3. Public Participation / Presentations
4. Items for Consent
 - A. Purchase of One 2023 Ford F600 Regular Cab 4x4 Chassis from Haggerty Ford in West Chicago, Illinois
 - B. Resolution No. 22-R-0070 – Contract Extension for Custodial Services with Crystal Maintenance Plus, Corp for Fiscal Year 2023
 - C. Resolution No. 22-R-0071 – Contract Extension - 2023 Forestry Maintenance Program with Steve Piper & Sons, Inc. in the amount not to exceed \$150,000.00
 - D. Resolution No. 22-R-0073 – Engineering Resource Associates, Inc. - Phase II and Phase III Engineering Services for Klein Road Culvert Replacement Project in the amount not to exceed \$102,896.00
 - E. Resolution No. 22-R-0074 - Local Public Agency General Maintenance – Maintenance Expenditure Statement (BLR 14222) for Motor Fuel Tax Funds in FY 2021
 - F. Resolution No. 22-R-0075 – Execution of Joint Funding Agreement for State-Let Construction Work with Illinois Department of Transportation and Local Match Appropriation for Construction Costs Associated with the Technology Boulevard Resurfacing Project
 - G. Resolution No. 22-R-0076 – Contract Award – Emerald Tree Care, LLC for the 2023 Emerald Ash Borer Insecticidal Treatment Program for an Amount Not to Exceed \$79,464.75
 - H. Resolution No. 22-R-0077 – Contract Extension– Classic Landscape, Ltd. for the 2023 Right-of-Way (ROW) Maintenance Program in the amount not to exceed \$154,960.00
5. Items for Discussion
6. Unfinished Business
7. New Business
 - A. Purchase of One 2016 Chevy Tahoe K-9 Vehicle from Chicago Motors, Inc. of Chicago, Illinois
8. Reports from Staff
9. Adjournment

475 Main Street
West Chicago, Illinois
60185

T (630) 293-2200
F (630) 293-3028
www.westchicago.org

Ruben Pineda
MAYOR
Nancy M. Smith
CITY CLERK

Michael L. Guttman
CITY ADMINISTRATOR

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

Draft

MINUTES

INFRASTRUCTURE COMMITTEE

November 3, 2022 7:00 P.M.

1. **Call to Order, Roll Call, and Establishment of a Quorum.** Chairman Beifuss called the meeting to order at 7:00 P.M. Roll call found Aldermen James Beifuss, Heather Brown, Sandra Dimas, Matt Garling, Alton Hallett, and Joe Morano present. Alderman Jeanne Short was absent.

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

2. **Approval of Minutes**

A. **Infrastructure Committee Minutes of October 6, 2022.** Alderman Hallett made a motion, seconded by Alderman Morano to approve the Meeting Minutes of October 6, 2022.

Voting Yea: Aldermen Beifuss, Brown, Dimas, Garling, Hallett, and Morano.

Voting Nay: 0.

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

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

- A. Resolution No. 22-R-0065 – Contract Award – MacCARB, Inc. – Liquid Carbon Dioxide for Fiscal Year 2023 in an amount not to exceed \$112,500.00

Alderman Brown inquired if City staff could reach out to any companies to obtain other quotes since no bids were received for this contract. Mr. Patel noted that staff did contact previous vendors that were used in the past, and they were not interested in providing the City any pricing; the quantity that the City uses is seemingly too low to make it worth their time. Alderman Brown said she found several liquid carbon dioxide providers in the area through a search online and asked if staff could look into them for pricing. **Alderman Dimas made a motion to retract approval for Item 4.A. to potentially find better pricing via Alderman Brown's suggestion.** Given supply issues and continued inflation, Aldermen Hallett and Garling expressed concern about the proposal price from MacCARB expiring if the Committee delays. Discussion

followed. **Alderman Dimas re-motined to approve, seconded by Alderman Brown to approve but hold the Item from City Council until the December 5, 2022, meeting to explore other vendor options.**

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

Mr. Patel noted that Item 4.A. was already included in the City Council agenda for November 7, 2022. Alderman Garling asked if staff could reach out to other vendors tomorrow to seek out additional proposals before the City Council meeting on Monday. **Alderman Garling re-motined to approve Item 4.A. and have it brought before City Council on November 7 pending staff contacting other vendors for additional pricing options, and Alderman Dimas seconded the motion.**

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

5. Items for Discussion.

4.B. Resolution No. 22-R-0067 – Contract Amendment No. 1 – Operations Management International, Inc. for Professional Services Related to the Management and Operation of the West Chicago Winfield Wastewater Authority’s Regional Wastewater Treatment Plant for the remainder of the contract term ending in 2027. Alderman Beifuss asked Mr. Patel to provide an overview of the Item. Mr. Patel explained that Operations Management International, Inc. (OMI) has operated the Wastewater Treatment Plant since 2008, and they submitted a proposal to revise their current contract with the City to reduce the full time equivalent positions from nine (9) to eight (8) for the remainder of the contract. The reasoning for the reduction is attributed to the achievement of efficient plant operations due to optimization and implementation of technology at various stages of the treatment process. The Annual Operation and Maintenance Fee (AOMF) is revisited every fiscal year, and in exchange for the proposed contract revisions, OMI has agreed to increase the AOMF which results in \$142,000.00 in savings for fiscal year 2023. **Alderman Dimas made a motion, seconded by Alderman Brown to approve.**

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

6. Unfinished Business. None.

7. New Business.

A. Fiscal Year 2023-2027 Capital Improvement Program. Mr. Patel presented the Five-Year Capital Improvement Program (CIP) and indicated he was looking for authorization from

the Committee to have the City Administrator include it in the 2023 Budget. He gave an overview of the planned projects and noted that 2023 and 2024 would be particularly busy with them. Alderman Morano commented that the roadway program looks better organized than previous years to address areas that are logistically near one another. Alderman Beifuss mentioned that the City may have to consider more revenue sources such as bonds in order to address more of the industrial roads in town. Discussion followed along with conversation regarding the scheduled vehicle and equipment purchases for the Capital Equipment Replacement Fund (CERF). **Alderman Dimas made a motion, seconded by Alderman Morano, to approve the Fiscal Year 2023-2027 Capital Improvement Program so the City Administrator may include it in the 2023 Budget.**

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

8. Reports from Staff. None.

9. Adjournment. At 8:00 P.M., Alderman Hallett made a motion to adjourn, seconded by Alderman Brown. Motion was unanimously approved by voice vote.

Respectfully submitted,

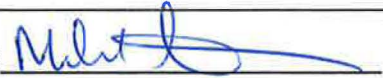
Ashley Heidorn
Administrative Assistant of Public Works

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Purchase of One 2023 Ford F600 Regular Cab 4x4 Chassis from Haggerty Ford in West Chicago, Illinois.

AGENDA ITEM NUMBER:4.A.**COMMITTEE AGENDA DATE:** December 2, 2022**COUNCIL AGENDA DATE:** December 5, 2022**STAFF REVIEW:** Mehul T. Patel, P.E., CFM- Director of Public Works**SIGNATURE****APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE****ITEM SUMMARY:**

Annually, the Public Works Department plans and budgets for the purchase and delivery of replacement vehicles. For FY 2023, the Public Works Department has planned and budgeted for the purchase of one 2023 Ford F650 with a V-Plow, V-box spreader and pre-wet tank. This truck is generally used to plow the alleys in the winter months. It is also utilized for day-to-day operations of the Streets Division for other operations throughout the year including but not limited to storm repairs, asphalt patching, haul and dump materials, etc.

Staff from the Public Works Department attended (8/23/22) a seminar sponsored by the MFMA (Municipal Fleet Managers Association) where representative from Ford were present to speak about the state of the automotive industry and the difficulties the industry is facing, including Ford. To get ahead of the industry-wide short supply, staff within the Fleet Management Division was tasked with putting specs together for all proposed FY2023 vehicles and to obtain pricing. In response to this exercise, one of the Ford dealers that the City has purchased vehicles from in the past, notified staff that the order cutoff through Ford for 2023 F600 series is December 1, 2022.

In the past, we have had the luxury of being able to capitalize on the joint bid contracts; however, this year there has not been a joint bid contract. In order to expedite the procurement, the City of West Chicago recently solicited price quotes from three Ford dealerships for the 2023 Ford F650. From our request, only two dealerships responded:

- Haggerty Ford, West Chicago, Illinois - \$57,329.00 each.
- Bob Ridings Ford, Taylorville, Illinois - \$56,992.00 each

At this time, most dealers are not placing orders unless they have a purchase order. Based on our conversations with the dealers, this is a Ford requirement. However, due to our existing relationship with Haggerty Ford, staff is given some extra time to obtain a purchase order by going through the regular approvals.

Based on comparable pricing received and per the local vendor preference policy approved by the City Council under Resolution No. 12-R-0009, in which purchases of goods and services can be awarded to local vendors when their pricing is within three percent (3%) of other competitive bids, staff recommends ordering the one 2023 Ford F600 Regular Cab 4x4 Chassis from Haggerty Ford in West Chicago, Illinois for an amount not to exceed \$57,329.00.

This vehicle will be purchased from the Capital Equipment Replacement Fund (04-34-39-4804) in which \$130,900.00 is proposed for in FY 2023. The remainder of the funds will be used to purchase the necessary appurtenances/equipment (i.e., v-plow-, v-box salt spreader, saddle tanks for the liquids, lights, decals, radios, etc.) that will be installed by a third party after the City takes delivery of the unit.

CITY OF WEST CHICAGO

ACTIONS PROPOSED:

That the West Chicago City Council authorize the purchase of one 2023 Ford F600 Regular Cab 4x4 Chassis in the amount not to exceed \$57,329.00 from Haggerty Ford in West Chicago, Illinois, and authorize the City Administrator to contract with a third-party to install the necessary appurtenances/equipment for the vehicles at an estimated cost of \$73,500.

COMMITTEE RECOMMENDATION:



330 E. Roosevelt Rd, West Chicago, IL 60185
Ph: (630) 231-3200

Date: **11/28/2022**

Salesperson: **John Czech**

Manager: **Lou Tornabeni**

Customer ID #: **F40655**

FOR INTERNAL USE ONLY

BUSINESS NAME **CITY OF WEST CHICAGO**

Home Phone :

CONTACT

475 MAIN ST

Address : **WEST CHICAGO, IL 60185
DUPAGE CO**

Work Phone : **(630) 768-8878**

E-Mail : **JWHITEAKER@WESTCHICAGO.ORG**

Cell Phone :

VEHICLE

Stock # : **23 F600 FO**

New / Used : **New**

VIN : **ORDER 6000**

Mileage: **0**

Vehicle : **2023 Ford F-600 Chassis**

Color : **WHITE**

Type : **XL 4x4 SD Regular Cab 145 In. WB DR**

Market Value Selling Price

57,161.00

Non Tax Fees

168.00

Cash Deposit

.00

Balance

57,329.00

Customer Approval:

Management Approval:

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

AS PER BID SPEC ORDER # 6000 11/28/2022



110 E. Roosevelt Rd, West Chicago, IL 60185
Ph: (630) 231-3200

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

DATE 11/28/2022 Salesman John Czech
NAME CITY OF WEST CHICAGO STOCK # 23 F600 FO
CO-BUYER _____ EMAIL JWHITEAKER@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

	YEAR	NAME	MODEL	COLOR	MILEAGE	SERIAL #
BOUGHT	2023	Ford	F-600 Chassis	WHITE	0	ORDER 6000
TRADED						

CASH	
SELLING PRICE	57,161.00
TRADE	
DISCOUNT	
CASH	
DIFFERENCE	57,161.00
TAXES	
LICENSE &	
TITLE	168.00
ADMINISTRATIVE	
FEES & CHARGES	
SUB	
TOTAL	57,329.00
PAYOFF	
ON TRADE	
SUB	
TOTAL	57,329.00
FACTORY	
REBATE	
SERV CONT	
DEPOSIT	
BALANCE DUE	
ON DELIVERY	57,329.00

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



Preview Order 6000 - F6L 4x4 Reg Chas Cab DRW: Order Summary Time of Preview: 11/28/2022 13:28:05 Receipt: 11/28/2022

Dealership Name: Haggerty Ford, Inc.

Sales Code : F41080

Dealer Rep.	LOUIS TORNABENI	Type	Fleet	Vehicle Line	Superduty	Order Code	6000
Customer Name	WEST CHICAGO	Priority Code	A2	Model Year	2023	Price Level	315

DESCRIPTION

F600 4X4 CHASSIS CAB DRW/145
145 INCH WHEELBASE
TOTAL BASE VEHICLE
OXFORD WHITE
VINYL 40/20/40 SEATS
MEDIUM DARK SLATE
PREFERRED EQUIPMENT PKG.680A
.XL TRIM
.AIR CONDITIONING -- CFC FREE
.AM/FM STEREO MP3/CLK
.7.3L DEVCT NA PFI V8 ENGINE
10-SPEED AUTO TORQSHIFT
245/70R19.5G TRACTION 6 TIRES
4.88 RATIO LIMITED SLIP AXLE
FORD FLEET SPECIAL ADJUSTMENT
FRONT LICENSE PLATE BRACKET
PLATFORM RUNNING BOARDS
22000# GVWR PACKAGE
ENGINE BLOCK HEATER
SKID PLATES
50 STATE EMISSIONS
undefined

DESCRIPTION

120V/400W OUTLET
WHEEL WELL LINERS - FRONT
40 GAL AFT OF AXLE FUEL TNK
410 AMP ALTERNATOR
EXTERIOR BACKUP ALARM
PRICE CONCESSION INDICATOR
REMARKS TRAILER
DUAL BATTERY
REAR VIEW CAMERA & PREP KIT
XL CHROME PACKAGE
.FOG LAMPS
.BRIGHT GRILLE
.REMOTE START SYSTEM
SPECIAL DEALER ACCOUNT ADJUSTM
SPECIAL FLEET ACCOUNT CREDIT
FUEL CHARGE
NET INVOICE FLEET OPTION (B4A)
PRICED DORA
ADVERTISING ASSESSMENT
DESTINATION & DELIVERY

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

Bob Ridings Fleet Sales
Todd Crews, Fleet Sales Mgr.
931 Springfield Rd
Taylorville IL 62568

Ph. 217-824-2207

Email toddfleet@aol.com

Fax 217-824-4252

Monday, November 28, 2022

JAKE WHITEAKER
CITY OF WEST CHICAGO
475 MAIN ST
WEST CHICAGO, IL 60185

Dear Jake:

Thank you for your inquiry about our Fleet Sales Program, please accept this letter to outline our bid. We are pleased you are again considering us for your new truck and we can order it as follows; delivery is estimated in 150+ days after your order. **ORDERS MAY BE DUE BY 12-1-22, INQUIRE!** NOTE that the State Bid is not referenced on these forms, this is our best government bid pricing BUT not covered by the State. THIS PROPOSAL LETTER IS NOT AN ORDER, you must issue a purchase order to confirm, contact me if any questions or changes and thanks,

- 1 2023 Ford F600 REGULAR Cab 4x4 (F6L) Chassis ONLY**
Includes All Standard XL Pkg Equipment, Pkg 680A BLACK Grille & Bumper
7.3 Litre V8 w/10spd Automatic 22,000 GVWR DUAL Rear Wheels
245/70R19.5 Tires w/NO SPARE Tire Electric Shift on the Fly 4x4
Air Conditioning Tilt Wheel & Cruise Control Upfitter Switch Panel
NOW INCLUDES Power Windows/Locks/Remote Keyless Entry w/2 FOBs
AutoLamp On/Off Headlamps & Programmable (942) Daytime Running Lamps
AM/FM w/SYNC 4 Bluetooth & 8" Touchscreen Controls (18A) Upfitter Interface Module
Power Heated Trailer Tow Mirrors, Extendable (62R) PTO Provision
Trailer Pkg w/HD Cooling, 7 Wire Harness & (52B) Factory Trailer Brake (NO Hitch w/Chassis)
Audible Lane Departure Warning & PreCollision Assist w/Automatic Emergency Braking
BASE COST \$53,265.00
USE STD 60" Cab/Axle, 40 Gallon Rear Fuel Tank, Suitable for 9ft Body Install
NOT ORDERED Snowplow Prep Pkg, NOT Approved for Snowplow
ADD (96V) XL Chrome Décor \$225.00
(67B) HD Dual Alternators \$115.00
(86M) DUAL Batteries \$200.00
(43C) 110V Power Outlet \$175.00
ADD (X8L) 4.88 Limited Slip Axle Included
(TGT) All Terrain Tires \$210.00 NO SPARE Tire
(945) Stainless Simulators \$395.00
(41P) Skid Plate \$100.00
(41H) Engine Block Heater \$95.00
(76C) Factory Backup Alarm \$145.00
(18B) Factory Black Running Boards \$320.00
Includes Front Fender Flares and Molded Mudflaps
(61L) Front Fender Liners \$175.00
(872) Rearview Camera Kit \$395.00
Undercoat Chassis \$299.00
Extra Key, NO Remote \$75.00
CD Rom Service Manual \$295.00
Delivery to your Location \$295.00
New Municipal Lic & Title \$213.00
(Z1) White Ext, (AS) Gray VINYL 40/20/40 Split Seat, Full Vinyl Floor Covering
YOUR COST, P/O # Pending \$56,992.00

NOTE if this outline is incorrect in any way please call me IMMEDIATELY to correct it.
Please contact me with any questions and thanks for your business!

Sincerely,
Todd Crews
Fleet Sales Manager

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 22-R-0070 – Contract Extension for Custodial Services with Crystal Maintenance Plus, Corp for Fiscal Year 2023

AGENDA ITEM NUMBER:4.B.**COMMITTEE AGENDA DATE:** December 1, 2022**COUNCIL AGENDA DATE:** December 19, 2022**STAFF REVIEW:** Mehul T. Patel, P.E., CFM., Director of Public Works**SIGNATURE****APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE****ITEM SUMMARY:**

For Fiscal Year 2022, Crystal Maintenance Plus, Corp. of Mount Prospect, Illinois, was awarded a Contract for professional custodial services of eight City owned and maintained facilities for an amount not to exceed \$71,046.00: City Hall, Police Station, Water Treatment Plant, Metra Station, Museum, as well as the Blakely Street, Church Street, and Grand Lake Boulevard facilities.

A provision of the current Contract allows it to be extended for two additional years, through mutual agreement, if pricing were held for each subsequent fiscal year, if the City were satisfied with services provided, and if approved by City Council. The extension provision was exercised for Fiscal Year 2022; however, Crystal Maintenance requested a two percent increase over the Fiscal Year 2022 pricing to keep up with the high inflationary environment. Staff believes that is a fair ask and competitive bidding will yield higher costs; therefore, staff recommends approval of the increase and extend the contract for Fiscal Year 2023.

Custodial services are budgeted and paid from various funds, depending on location for services. Adequate funds will be budgeted in the Commuter Parking Fund, the General Fund, and the Water Fund to cover future year's services.

It is staff's recommendation that a Contract extension be awarded to Crystal Maintenance Plus, Corp. of Mount Prospect, Illinois, for professional custodial services during Fiscal Year 2023 of eight City owned and maintained facilities, in an amount not to exceed \$71,046.00. Staff was satisfied with Crystal Maintenance Plus's services during Fiscal Year 2021 and 2022.

ACTIONS PROPOSED:

Approve Resolution No. 22-R-0070 authorizing the Mayor to execute a Contract extension with Crystal Maintenance Plus of Mount Prospect, for professional custodial services during Fiscal Year 2023 for eight City owned and maintained facilities, for an amount not to exceed \$71,046.00.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 22-R-0070

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A CONTRACT AGREEMENT WITH CRYSTAL MAINTENANCE
SERVICES CORPORATION FOR 2023 JANITORIAL SERVICES
FOR MUNICIPAL BUILDINGS**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to a Contract extension with Crystal Maintenance Plus of Mount Prospect, for professional custodial services during Fiscal Year 2023 for eight City owned and maintained facilities, for an amount not to exceed \$71,046.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 19th day of December, 2022.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

Executive Office Assistant Valeria Perez

THIRD AMENDMENT AND SECOND EXTENSION TO AGREEMENT BETWEEN
THE CITY OF WEST CHICAGO, ILLINOIS AND
CRYSTAL MAINTENANCE PLUS, CORPORATION
FOR THE 2023 JANITORIAL SERVICES FOR MUNICIPAL BUILDINGS

This THIRD AMENDMENT, and SECOND EXTENSION made this 19th day of December, 2022, between CITY OF WEST CHICAGO, a body politic and corporate, with offices at 475 Main Street, West Chicago, Illinois 60185 (hereinafter referred to as the CITY) and CRYSTAL MAINTENANCE PLUS, CORPORATION, licensed to do business in the State of Illinois, with offices at 1699 Wall Street, Mount Prospect, IL 60056 (hereinafter referred to as the CONTRACTOR), hereinafter together referred to as the "PARTIES":

R E C I T A L S

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

WHEREAS, the CITY and CONTRACTOR had previously entered into an agreement, dated March 19, 2021, pertaining to professional services related to the 2021 Janitorial Services for Municipal Buildings; and,

WHEREAS, per the AGREEMENT, the Contract may be extended for two (2) additional years through mutual agreement between the PARTIES for the same unit prices; and

WHEREAS the first extension was approved by the City Council on October 18, 2021 for Fiscal Year 2022; and

WHEREAS, on June 27, 2022 Monika Talar, President of Crystal Maintenance Plus, Corporation submitted a written request to extend its 2021 Janitorial Services for Municipal Buildings Contract for fiscal year 2023 in the amount of \$71,046.00, a mere two percent increase to battle the high inflationary environment; and

WHEREAS, the City was satisfied with the services provided by the CONTRACTOR during Fiscal Year 2021 as well as 2022; and

WHEREAS, the City staff is in agreement with the requested increase as it believes the competitive bidding prices will be significantly higher; and

WHEREAS, the CITY wishes to memorialize the terms and conditions of its THIRD AMENDMENT and SECOND EXTENSION with the CONTRACTOR.

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

1. The AGREEMENT, dated March 19, 2021, pertaining to professional services related to the 2021 Janitorial Services for Municipal Buildings, is hereby extended for the 2023 fiscal year, expiring on

December 31, 2023.

2. All other provisions of the original AGREEMENT shall remain unchanged.

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

CITY OF WEST CHICAGO

CRYSTAL MAINTENANCE PLUS, CORP.

BY: _____
RUBEN PINEDA
MAYOR

BY: _____
MONIKA TALAR
PRESIDENT

ATTEST BY:

ATTEST BY:

VALERIA PEREZ
EXECUTIVE ASSISTANT

NAME:
TITLE:



Crystal Maintenance Plus, Corp.

1699 Wall St * Suite 112 * Mount Prospect * IL 60056

Phone (847) 228-6555 * Fax (847) 228-6588

June 27, 2022

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

Dear Mark,

I am writing to convey Crystal Maintenance Plus, Corp. interest in continuing the Janitorial Services for the City of West Chicago in fiscal year 2023. We work hard to keep our prices down. However, the cost of doing business is always going up: inflation, taxes, insurance, fuel prices, and wages for our employees. Due to economic factors, Crystal Maintenance will be raising our prices effective January 1 2023 by 2%. Original contract amount \$ 69,653.00

The annual cost for services will be \$ 71,046.00 (Seventy One Thousand, Forty six) dollars and 00/ 100 cents. The work scope is to remain identical to that of the aforementioned RFP. The dates of service provided will continue on the date of January 1st, 2023 until December 31st, 2023.

If there are any changes to the work scope or services that you would like to adjust, please let me know. Crystal Maintenance Plus, Corp. appreciates your partnership and the opportunity to extend our relationship for another year.

Sincerely,

Monika Talar
Owner
Crystal Maintenance Plus, Corp

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 22-R-0071 -- Contract Extension -- 2023 Forestry Maintenance Program with Steve Piper & Sons, Inc. in the amount not to exceed \$150,000.00

AGENDA ITEM NUMBER:4.C.**COMMITTEE AGENDA DATE:** December 1, 2022**COUNCIL AGENDA DATE:** December 19, 2022**STAFF REVIEW:** Mehul T. Patel, P.E., CFM - Director of Public Works**SIGNATURE****APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE****ITEM SUMMARY:**

The Forestry Maintenance Program covers contractual trimming and removal of parkway trees. The Program is funded to enable completion of a five-year trimming cycle for the whole town, which is the recommended procedure by Arborists. Calendar year 2022 would have been the second year of the City's five-year trimming cycle; however, in 2019 and in 2021 City Council voted to reject all bids for the Forestry Maintenance Program. For the 2019 Forestry Maintenance Program the low bidder did not have verifiable experience with tree trimming operations, did not have an Illinois Certified Arborist on staff, and was unable to secure the services of an Arborist to oversee its trimming operations. The only other bid received in 2019 was \$17,182.00 over budget. In 2021, both bids received were well over the budgeted amount for the Program. As a result, staff postponed the trimming portion of the 2019 and 2021 Forestry Maintenance Programs; however, staff was able to obtain proposals and completed the tree removal portion of the 2019 and 2021 programs. Public Works staff completed tree trimming operations in-house as time and weather allowed during the winter months of both years; however, we're still behind on trimming following the Arborists' recommended cycle.

Additional funds were added to the Budget for the 2022 Forestry Maintenance Program with the intention of "catching up" on the trimming portion of the program by increasing the trimming area, and also to compensate for the steady rise in unit pricing for tree trimming, which has increased at an average rate of just over three percent each year since 2005. While the City was able to catch up in 2022, it still has ways to go. Therefore, in FY 2023, staff has maintained the budget of \$150,000.00 for this program.

The City Council approved Resolution no. 22-R-0002 on January 17, 2022 awarding the contract for 2022 Forestry Maintenance Program. To Steve Pipe & Sons, Inc. A provision of the current Contract allows it to be extended for two additional years, through mutual agreement between Steve Pipe & Sons, Inc. and the City, if pricing were held for each subsequent fiscal year, if the City were satisfied with services provided, and if approved by City Council. Steve Pipe & Sons, Inc. have agreed to hold their pricing for Fiscal year 2023.

It is staff's recommendation that a contract extension be awarded to Steve Piper & Sons, Inc. for services related to the 2023 Forestry Maintenance Program for an amount not to exceed the budgeted amount of \$150,000. This will allow the City to aggressively catch up for the years when program was suspended and/or reduced.

In FY 2023, there is \$150,000.00 budgeted for the 2023 Forestry Maintenance Program in account 08-34-53-4870.

ACTIONS PROPOSED:

Approve Resolution No. 22-R-0071 authorizing the Mayor to execute a contract extension with Steve Piper & Sons, Inc. of Naperville, Illinois, for the 2023 Forestry Maintenance Program, in an amount not to exceed \$150,000.00.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 22-R-0071

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT
EXTENSION WITH STEVE PIPER & SONS, INC. OF NAPERVILLE, ILLINOIS
FOR THE 2023 FORESTRY MAINTENANCE PROGRAM
IN AN AMOUNT NOT TO EXCEED \$150,000.00**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a Contract extension with Steve Piper & Sons, Inc. of Naperville, Illinois, for the 2023 Forestry Maintenance Program, in an amount not to exceed \$150,000.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 19th day of December, 2022.

AYES: _____

NAYES: _____

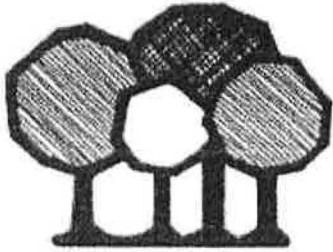
ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

Executive Office Assistant Valeria Perez



Steve Piper & Sons, Inc.

Tree Service

31W320 Ramm Drive

Naperville, IL 60564

630-898-6050 info@stevepiperandsons.com

October 12, 2022

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

Re: 2022 Forestry Maintenance Program

To whom it may concern,

Please let this letter serve as notice that we agree to extend the contract for 2023 for the above-mentioned contract at the same unit prices.

Thank you,



Steve Piper
President

SP:hm



CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 22-R-0073 – Engineering Resource Associates, Inc. – Phase II and Phase III Engineering Services for Klein Road Culvert Replacement Project in the amount not to exceed \$102,896.00

AGENDA ITEM NUMBER:

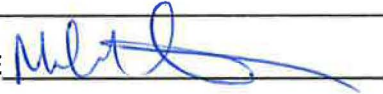
4.D.

COMMITTEE AGENDA DATE: December 1, 2022

COUNCIL AGENDA DATE: December 19, 2022

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

SIGNATURE



APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE

ITEM SUMMARY:

In June 2022, the City received American Rescue Plan Act (ARPA) Grant through DuPage County Stormwater Management for Klein Road Culvert Replacement Project (Project) in the amount not to exceed \$169,000. Subsequently, the City Council approved an Intergovernmental Agreement (IGA) with DuPage County on September 6, 2022, for acceptance of grant funds for construction costs. The Project's scope includes replacing the existing corrugated metal culvert with a concrete box culvert with cast-in-place end sections and downstream junction chambers. Construction is anticipated for summer 2023. The preliminary estimated construction cost for the Project is \$338,000.

To commence construction in Summer 2023, staff is requesting approval of the attached proposal from Engineering Resources Associates, Inc. (ERA) for engineering services related to Phase II (Design) and Phase III (Construction Oversight) of the Project in the amount not to exceed \$102,896.00. ERA's scope for Phase II will include various traffic and design analyses, final plans and specifications, various survey work, appropriate permits, and Plat of Highways (POH) for the junction chambers outside of the right-of-way. However, the stormwater permit fees are excluded from ERA's engineering services. Phase II engineering for the project is anticipated to be completed in spring 2023. ERA's Phase III services will include construction submittal reviews, construction observation, material inspection completed by its subconsultant, Rubino Engineering, Inc., project documentation, and closeout.

The FY 2023 Proposed Budget includes \$77,600.00 under Capital Projects Funds (08-34-53-4842) for both the Design and Construction engineering. ERA's proposed engineering services in the amount of \$102,896.00 is \$25,296 higher than the budgeted amount due to unforeseen work scope associated with the POH. POH is required on this project for an anticipated IGA with the Forest Preserve District of DuPage County (FPDDC). An IGA is required to obtain a temporary construction easement from FPDDC for the replacement of the culvert and for grading and restoration activities. Acquiring a permanent easement from FPDDC is also anticipated to replace two existing storm junction chambers, which are outside of the City's right-of-way.

ERA's original proposal for engineering service fees was \$119,800. After successful negotiations of the scope and service fees, ERA reduced its fees by \$16,904 or by approximately 14%. Typically, engineering costs for a locally funded construction project are between 15-20% when easements and/or Right-of-Way (ROW) are not required. The engineering costs are higher when such is required and when grant funds are involved. ERA's proposed service costs are approximately 30% of the estimated construction cost. Staff feels the costs are appropriate given the fact this project is partially funded by a grant and it involves land acquisition.

ERA is familiar with the Project as they assisted the City with a successful ARPA Grant application in Spring 2022. The staff is pleased with their expertise and quality of work during the grant application process. Furthermore, staff recommends ERA to successfully lead and deliver the design and construction engineering for the Project.

CITY OF WEST CHICAGO

ACTIONS PROPOSED:

Approve Resolution No. 22-R-0073 authorizing the Mayor to execute a contract agreement with Engineering Resource Associates, Inc. of Warrenville, IL for Phase II and Phase III professional engineering services related to the Klein Road Culvert Replacement Project in an amount not to exceed \$102,896.00.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 22-R-0073

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AGREEMENT WITH ENGINEERING RESOURCE ASSOCIATES, INC. OF WARRENVILLE, ILLINOIS FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE KLEIN ROAD CULVERT REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$102,896.00

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a contract agreement with Engineering Resource Associates, Inc. of Warrenville, IL for Phase II and Phase III professional engineering services related to the Klein Road Culvert Replacement Project in an amount not to exceed \$102,896.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 19th day of December 2022.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

Executive Office Assistant Valeria Perez



November 7th , 2022

Mehul Patel, PE, CFM
Director of Public Works
City of West Chicago
475 Main Street
West Chicago, IL 60185

Subject: Klein Road Culvert Replacement

Dear Mehul:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal to Phase II and Phase III Engineering services for the replacement of the existing Corrugated Metal Pipe (CMP) with a box culvert with Cast-In-Place (CIP) end sections. Project also includes replacement of the downstream junction chamber. Plans will be designed under the direct supervision of a registered license structural engineer in the state of Illinois. Structural plans will also be signed and sealed.

PHASE 2 ENGINEERING TASKS

Task 1 – Traffic Management Analysis | Barrier Warrant Analysis | Pavement Design

Klein Road is a minor collector with an Average Daily Traffic count of 1350. The project improvements will be designed anticipating roadway closure. The detour anticipated with use state routes IL 59 and IL route 64. Plans will include detour exhibits that will be submitted to IDOT for concurrence. A detour committee meeting will be required. A barrier warrant analysis will be required if end sections are located within the clear zone for the roadway. Project will include a pavement design per IDOT BLRS Chapter 44.

Task 2 – Plans, Specifications, and Estimate (PS&E)

ERA will prepare final plans, specifications, and cost estimates for the culvert replacement. The cost estimate will be provided to the City at both 75% and 100% construction plan documents. The following plans are anticipated:

- Cover Sheet (1 sheet)
- General Notes (1 sheet)
- Removal Sheet (1 sheet)
- Typical Sections (1 sheet)
- Summary of Quantities (2 sheets)
- Plan & Profile (1 sheet)
- Detour Plans (2 sheets)
- Erosion Control Sheets (2 Sheets)
- Grading Plan (1 Sheet)
- Culvert Details and End Sections (4 sheets)
- Cross Sections (3 sheets)

WARRENVILLE

35701 WEST AVENUE, SUITE 150
WARRENVILLE, IL 60555
P 630.393.3060

CHICAGO

10 SOUTH RIVERSIDE PLAZA, SUITE 875
CHICAGO, IL 60606
P 312.474.7841

CHAMPAIGN

2416 GALEN DRIVE
CHAMPAIGN, IL 61821
P 217.351.6268

November NNN

Task 3 – Geotechnical Subsurface Investigation

Rubino Engineering will perform structure soil borings and a pavement core and provide design recommendations for the culvert replacement. Geotechnical services and report will conform to the requirements of the *STATE Geotechnical Manual*.

Structure Borings. Two (2) structure borings are to be performed for the geotechnical investigation. Borings will be taken on the upstream and downstream sides. Depth will be 35-ft.

Pavement Cores. One (1) pavement core will be taken to identify the existing pavement materials and thickness and to determine the properties of the underlying aggregate and soil.

Laboratory Testing. The scope will include laboratory testing per AASHTO/ASTM guidelines testing for soil index, particle size distribution, Atterberg limits, soil settlement and collapse potential, shear strength of soil and soil classification.

Geotechnical Report. A Geotechnical Report will be prepared to document the findings used in the development of the project.

CCDD Testing. A geotechnical engineer will obtain a Potential Impacted Property” (PIP) evaluation for the project area and will include CCDD documentation (LPC 662/663).

Task 4 - Permitting

ERA will secure the DuPage County Stormwater Permit, United States Army Corps of Engineers (USACOE) permit, and the Kane DuPage Soil Water Conversation District (KDSWCD). **Permitting does not include the agency permitting fees.**

Task 5 – Boundary Survey | Plat of Highway (POH)

The existing ROW for Klein Road is 66-ft wide. The existing junction chamber is anticipated to be outside of the ROW and temporary easement will be required for the work outside the ROW.

ROW acquisition and/or easements will potentially impact two (2) land parcels.

- 0122400015
- 0122401001
- Necessary courthouse research will be performed that will include all the plats, deeds, and right-of-way documents for each parcel within the project limits and adjoining the project.
- Additional monument reconnaissance in the field as required to verify the existing right-of-way for the subject project.
- A Plat will be prepared for the right-of-way takings and temporary construction easements and legal descriptions will be written for the two (2) parcels affected. A separate legal description will be needed for each holding affected, as determined by ownership.
- Current Title Commitments will be necessary to determine ownership and total holdings. Title Commitments will be ordered by the **ERA**.
- Plat-of-Highway and legal descriptions will be prepared and submitted to the City for coordination with the Forest Preserve
- Plats shall be in accordance with STATE standards.

Task 6 – Phase 2 Project Management

The successful management of a Phase 2 project requires scheduling and reporting of the progress of the project. Services will include the following tasks:

- Initiate project setup including contract administration, budget control and internal project team meetings.
- Attend project kick-off meeting with the City for the Phase II Design



- Prepare and submit monthly progress reports during months when engineering activities occur, and invoices are due.
- Prepare and monitor a project schedule and will update the schedule periodically as tasks or project scheduling change, as well as perform scope of services reviews, resource planning, internal team coordination and contract administration and invoicing.
- Establish and adhere to an approved project QA/QC plan.

PHASE 3 ENGINEERING TASKS

Task 7 – Phase 3 Project Management

- Project Startup
 - a) Review bidding/contract documents and engineering drawings
 - b) Confirm drawings and specifications include all modifications to the documents including all addenda.
 - c) Assemble Quantity and IDR books utilizing IDOT forms as required.
- Meetings and Coordination - The following meetings and items are anticipated during the construction phase of this project:
 - a) Attend the pre-construction meeting as a representative of the City. (1 meeting)
 - b) Conduct regular weekly project meetings to review contractor progress, discuss project issues, coordinate with other contractors and review upcoming operations.
 - c) Attend monthly progress meetings with the City.
 - d) Distribute meeting summaries to attendees and other interested parties.
 - e) Coordinate with the contractor and City's material testing consultant to ensure material testing conforms to contract requirements.
 - f) Present updates, both written and oral for City staff, City Council or other constituents.
- Submittal Reviews
 - a) Record data received, maintain a file of shop drawings and catalog cut and material supply submissions and check administrative compliance with contract requirements.
 - b) Review shop drawings and other submittals from the project contractor for conformance with the requirements of the contract documents. Notify the City of any deviations or substitutions. With the notification, provide the City with a recommendation for acceptance or denial, and request direction from the City regarding the deviation or substitution.
 - c) Ensure that the contractor's materials conform to the requirements outlined in the contract documents.
- Scheduling
 - a) Monitor contractor's progress, adherence to project schedule and communicate with City staff.
 - b) Review schedule with contractor on a daily basis and require contractor to update schedule on a weekly basis as necessary.
 - c) Track and record working days as they are expended. It is anticipated that the awarded contractor may complete a project of this magnitude within 6 weeks (30 working days) after notice to proceed.
- Pay Request and Change Order Review
 - a) Review applications for payment and compare to documentation records on a monthly basis.
 - b) Forward recommendations for payment to City staff.
 - c) Review change order documentation and justifications.
 - d) Forward change order recommendations to City staff.



Task 8 – Construction Layout

- Construction Layout
 - a) The project contractor will be required to provide construction layout services.
 - b) ERA will confirm contractor layout coincides with plan call outs.

Task 9 – Construction Observation

- Construction Observation
 - a) Provide one full-time resident engineer for the anticipated 30 actual (not just chargeable) working day construction period during the spring/summer 2023. For construction observation, we are anticipating an average of 9 hours per working day for our full-time resident engineer.
 - b) Serve as the City's liaison with the contractor primarily through the contractor's superintendent, public/private utilities and various jurisdictional agencies.
 - c) Arrange required material testing with the City's material testing consultant.
 - d) Review weekly progress, prepare a weekly summary to be approved by the City and distributed to the interested parties.
 - e) Daily review and inspection of traffic and erosion control items including completion of a weekly barricade check report.
 - f) Maintain a database of names, addresses and telephone numbers of subcontractors, contractors, suppliers, and utility companies and other entities involved with the project.
 - g) Alert the Contractor's field superintendent when un-approved materials or equipment are being used and advise the City of such occurrences.

Task 10 – Project Documentation | Closeout

- Documentation – The following tasks are anticipated.
 - a) Track and measure contract pay item quantities using Inspector's Daily Reports.
 - b) Keep and maintain a daily diary summarizing contractor operations, coordination activities, weather, project issues, etc.
 - c) Maintain a database of names, addresses and telephone numbers of subcontractors, contractors, suppliers, and utility companies and other entities involved with the project.
 - d) Collect and file material tickets.
 - e) Prepare weekly reports.
 - f) Submit project documentation to ERA office for use in reviewing contractor pay requests.
 - g) Track contractor time and materials expended on extra work items
- Project Closeout
 - a) Prepare a list of items for correction by the contractor.
 - b) Review testing results and incorporate into punch list.
 - c) Work with City staff to incorporate items into the punch list.
 - d) Work with contractor to complete all punch list items in a timely, responsive manner.
 - e) Conduct final inspection with contractor and City representatives.
 - f) Provide two (2) sets of as-built drawings (within 6 weeks of project completion)
 - g) Provide final contract records/documents (within 6 weeks of project completion)

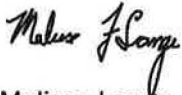


Direct costs/reimbursables including printing costs, mileage and postage will be charged at the actual rate incurred plus ten percent.

Fees for services not included in this proposal, when approved by the Client, will be compensated for on an hourly basis with a 2.8 multiplier.

We greatly appreciate the opportunity to provide this proposal and we look forward to working with the City on this important assignment. Please contact me, the Primary Contact, at (630)393-3060 x2020 or mlange@eraconsultants.com. if you have any questions or comments.

Sincerely,



Melissa Lange, PE, SE / Engineering Resource Associates, Inc.

Project Manager

Corporate Office Location: 3s701 West Avenue, Suite 150, Warrenville, IL 60555



ENGINEERING
RESOURCE ASSOCIATES

Exhibit 1

Acceptance & Authorization Form – November 4th, 2022
 Klein Road Culvert Replacement

Engineering Resource Associates, Inc.

City of West Chicago

Melissa Lange

 Authorized Signature
 Melissa Lange, PE, SE | Project Manager

 Printed Name and Title

 Authorized Signature
 Ruben Pineda | Mayor

 Printed Name and Title

3S701 West Avenue
 Suite 150
 Warrenville, Illinois 60555
 630-393-3060 t, 630-393-2152 f

Date**Please Provide Contact Information:**

Mailing Address:

(please provide street address for UPS deliveries)

Telephone & Facsimile Numbers:_____
Email Address:

INVOICES should be sent via:

Email ☒ USPS Mail ☐ Email & USPS Mail ☐

If different than above address,
 invoices should be addressed to:

mpatel@westchicago.org

Attn: Mehul Patel

Invoice Email Address (if different than above):_____
Note any billing forms/procedures:

C:\Users\mlange\Desktop\PROPOSALS\West Chicago\Letter Proposal.docx



ENGINEERING
 RESOURCE ASSOCIATES



**3S701 West Avenue Suite 150
Warrenville, IL 60555
Phone: 630.393.3060
Fax: 630.393.2152
www.eraconsultants.com**

Date: 10/24/2022
Consultant: Engineering Resource Associates, Inc.
Project Manager: M. Lange
PP/PL No.: PL2203.07

TASK No.	WORK DESCRIPTION	HOURS	WEIGHTED HOURLY RATE	FEE	% OF GRAND TOTAL
1	Traffic Management Barrier Warrant Analysis Pavement Design	24	\$139	\$3,300.00	3.21%
2	Plans, Specifications and Estimates (PS&E)	186	\$136	\$25,300.00	24.59%
3	Geotechnical Subsurface Investigation	3	\$210	\$600.00	0.58%
4	Permitting	68	\$131	\$8,900.00	8.65%
5	Boundary Survey Plat of Highway	102	\$147	\$15,000.00	14.58%
6	Phase II Project Management	8	\$210	\$1,700.00	1.65%
7	Phase III Project Management	40	\$153	\$6,100.00	5.93%
8	Construction Layout	4	\$111	\$400.00	0.39%
9	Construction Observation	240	\$122	\$29,200.00	28.38%
10	Project Documentation Closeout	24	\$132	\$3,200.00	3.11%
Subcontractors					
	Rubino Engineering			\$6,450.00	6.27%
Reimbursables					
	Construction Vehicle Mileage			\$1,350.00	1.31%
	Printing Costs			\$396.00	0.38%
	Title Commitments			\$1,000.00	0.97%
Optional Services					
	TOTALS	699	\$149.00	\$102,896.00	100%



**3S701 West Avenue Suite 150
Warrenville, IL 60555
Phone: 630.393.3060
Fax: 630.393.2152
www.eraconsultants.com**

Date: 10/24/2022
Consultant: Engineering Resource Associates, Inc.
Project Manager: M. Lange
PP/PL No.: PL2203.07

		Traffic Management Barrier Warrant Analysis			Plans, Specifications and Estimates (PS&E)			Geotechnical Subsurface Investigation			Permitting		
PAYROLL CLASSIFICATION	HOURLY RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE
Structural Engineer IV	\$210.00				40	21.5%	\$45.17	3	100.0%	\$210.00	4	5.9%	\$12.35
Professional Engineer III	\$167.00	12	50.0%	\$83.50	15	8.1%	\$13.46				8	11.8%	\$19.64
Staff Engineer II	\$110.00	12	50.0%	\$55.00	131	70.4%	\$77.47				48	70.6%	\$77.65
Professional Surveyor II	\$180.00										8	11.8%	\$21.17
Surveyor III	\$111.00												
Professional Engineer III	\$167.00												
Professional Engineer IV	\$191.00												
Staff Engineer I	\$102.00												
Professional Engineer III	\$167.00												
Engineering Technician VI	\$152.00												
TOTALS		24	100.0%	\$138.50	186	100.0%	\$136.10	3	100.0%	\$210.00	68	100.0%	\$130.80



PP/PL No.: PL2203.07

COUNTY: DuPage

		Boundary Survey Plat of Highway			Phase II Project Management			Phase III Project Management			Construction Layout		
PAYROLL CLASSIFICATION	HOURLY RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE
Structural Engineer IV	\$210.00				8	100.0%	\$210.00	4	10.0%	\$21.00			
Professional Engineer III	\$167.00												
Staff Engineer II	\$110.00												
Professional Surveyor II	\$180.00	30	29.4%	\$52.94									
Surveyor III	\$111.00	32	31.4%	\$34.82							4	100.0%	\$111.00
Professional Engineer III	\$167.00												
Professional Engineer IV	\$191.00							18	45.0%	\$85.95			
Staff Engineer I	\$102.00							18	45.0%	\$45.90			
Professional Engineer III	\$167.00												
Engineering Technician VI	\$152.00	40	39.2%	\$59.61									
TOTALS		102	100.0%	\$147.37	8	100.0%	\$210.00	40	100.0%	\$152.85	4	100.0%	\$111.00



ENGINEERING RESOURCE ASSOCIATES

3S701 West Avenue Suite 150
Warrenville, IL 60555
Phone: 630.393.3060
Fax: 630.393.2152
www.eraconsultants.com

CLIENT: City of West Chicago
PROJECT: Klein Road Culvert Replacement
PROJECT LOCATION: West Chicago
COUNTY: DuPage

Date: 10/24/2022
Consultant: Engineering Resource Associates, Inc.
Project Manager: M. Lange
PP/PL No.: PL2203.07

PAYROLL CLASSIFICATION	HOURLY RATE	Construction Observation			Project Documentation Closeout								
		HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE
Structural Engineer IV	\$210.00												
Professional Engineer III	\$167.00												
Staff Engineer II	\$110.00												
Professional Surveyor II	\$180.00												
Surveyor III	\$111.00												
Professional Engineer III	\$167.00												
Professional Engineer IV	\$191.00	8	3.3%	\$6.36	8	33.3%	\$63.66						
Staff Engineer I	\$102.00	170	70.8%	\$72.25	16	66.7%	\$68.00						
Professional Engineer III	\$167.00	62	25.8%	\$43.14									
Engineering Technician VI	\$152.00												
TOTALS		240	100.0%	\$121.74	24	100.0%	\$131.66	0	0.0%	\$0.00	0	0.0%	\$0.00

**WEST CHICAGO
KLEIN ROAD CULVERT REPLACEMENT - PHASE II ENGINEERING**

TASK 1 - Traffic Management Analysis | Barrier Warrant Analysis

	<u>Hours</u>
Detour Analysis	8
Detour Committee Meeting	4
Barrier Warrant Analysis	6
Pavement Design	6
Subtotal	24

TASK 2 -Plans, Specifications andEstimates (PS&E)

	No. of Shts	Manhours per Sht	Hours
Cover Sheet	1	4	4
General Notes	1	4	4
Removal Sheet	1	5	5
Typical Sections	1	5	5
Summary of Quantities	2	2	4
Plan & Profile	1	2	2
Detour Plans	2	8	16
Erosion Control Sheets	2	8	16
Grading Plans	1	6	6
Culvert Details and End Sections	4	16	64
Cross Sections	3	2	6
Specifications	-	-	30
Cost Estimate	-	-	24
Subtotal			186

TASK 3 -Geotechnical Subsurface Investigation

	<u>Hours</u>
Review of recommendations	3
Subtotal	3

TASK 4 -Permitting Coordination

	<u>Hours</u>
DuPage County Stormwater Permit	40
USACOE	20
KDSWCD	8
Subtotal	68

TASK 5 -Boundary Survey | Plat of Highway

	<u>Hours</u>
Boundary Survey	32
Plat of Highway (POH)	70
Subtotal	102

TASK 6 -Phase II Project Management

Project Setup	1
Team Coordination	5
Invoicing	2
	8

Phase II Total 391

**WEST CHICAGO
KLEIN ROAD CULVERT REPLACEMENT - PHASE III ENGINEERING**

TASK 7 - Phase III Project Management

	<u>Hours</u>
Project Setup	6
Meetings and Coordination	16
Submittal Reviews	4
Scheduling	4
Pay Request and Change Order Review	10
	<u>40</u>

TASK 8 - Construction Layout

Construction Layout	<u>4</u>
	4

TASK 9 -Construction Observation

Construction Observation	<u>240</u>
	240

* assuming 30 working days at 8-hrs a day for 6 weeks

TASK 10 - Project Documentation | Close out

Documentation	12
Project Closeout	<u>12</u>
	24

Total 308

Project Experience:

Kishwaukee Valley Road over Tributary of Rush Creek Culvert Replacement, McHenry County Division of Transportation, IL - Project Manager provided Phase I and II engineering services for culvert reconstruction for Kishwaukee Valley Road (SN056-3202) over tributary of Rush Creek. The project was federally funded. The Phase I engineering consisted of a Project Development Report (PDR), Bridge Condition Report (BCR), Hydraulic Report, Environmental assessments, Plats & Legals and public coordination. Phase II engineering services included utility coordination, permitting, design plans, specifications, cost estimates and scheduling. Permits were required from McHenry County Stormwater Management, U.S. Army Corps of Engineers and McHenry Soil and Water Conservation District. Construction will occur in the spring of 2020.

Hart Road Bridge over Flint Creek Bridge Replacement, Lake County Division of Transportation, IL - Project Manager for the Phase I and II engineering services for the replacement of the Hart Road culvert. The Phase I engineering included a Bridge Condition Report (BCR) to investigate rehabilitation options for the replacement of the existing deteriorated Corrugated Metal Pipes (CMPs). Options considered were precast boxes, slab bridge and a PPC I-girder bridge. Phase I engineering also coordinated with the Village of Barrington to accommodate a bike path on the east side of Hart Road. A Type, Size & Location (TS&L) drawing for the preferred alternate served as the basis for Phase II engineering. Phase II engineering services included utility coordination, permitting, design plans, specifications, cost estimates and time of construction. Construction is schedule for the spring of 2023. The project was locally funded.

87th Street Bridge over Springbrook Creek Replacement, City of Naperville, IL - Project Manager for Phase I engineering services for the 87th Street Bridge (SN 19-00174) Replacement over the Springbrook Creek. The bridge will be replaced using federal funds. The existing bridge is a hydraulic restriction and overtops at storm events greater than the 10-yr storm. The structure is located adjacent to the DuPage County Forest Preserve and has mapped critical wetlands and will require no flood elevation increases for more than 3-inches for the 6-month, 1-year and 2-year storms. The phase I engineering consists of a Project Development Report (PDR), Bridge Condition Report (BCR), Hydraulic Report, Wetland Delineation and Environmental Assessments and public hearing.

West Solon Road over N. Branch Nippersink, McHenry County Division of Transportation, IL - Project manager providing Phase I and II engineering services for the replacement of the West Solon Road over N. Branch of Nippersink (SN 056-3142) using federal funds. The Solon Road crossing is located adjacent to the Glacial Park State Natural Area and has several protected species including the Blanding's turtles and two freshwater mussel species. The existing structure is a hydraulic restriction, requiring a raise in profile to meet the 1-foot of clearance over the 30-year storm. The Phase I engineering consists of a Project Development Report (PDR), Bridge Condition Report (BCR), Hydraulic Report, Wetland Delineation and Environmental assessments, Section 4(f) De Minimis Report, Plats & Legals and public coordination. Phase II engineering services included utility coordination, permitting, ROW Plats & legals, Plans, Specifications and Estimate (PS&E) and time of construction.

**Education/Certifications:**

- Master of Science
Structural Engineering
Illinois Institute of Technology,
Chicago, IL- 2000
- Bachelor of Science
Civil Engineering
Valparaiso University-1998
- PE - IL - 062-056181, 2003
- SE - IL - 081-006488, 2007
- PE - IA - P24395, 2017
- PE - WI - 47303 - 6
- IDOT/FHWA-NHI Safety Inspection
of In-Services Bridges for
Professional Engineers - 2018
- NBIS Inspector - WI - 9694

Professional Training:

- FHWA-NHI-HWY Traffic Noise
Course-2018
- SEAOL - Load Rating for Highway
Bridges - 2017
- IDOT/ACEC Bridge Seminars
2007-Present
- NHI - Analysis, Design and Curved
Steel Bridges with LRFD
- IDOT Calculating Section Loss in
Steel Members - 2017

Client Experience:

- IDOT/Illinois Tollway/CDOT
- County DOT's /Municipalities

Years of Experience:

22 years/4 with ERA

Project Experience Continued:

On-Call Bridge QA/QC Services 2017-2018, McHenry County Division of Transportation – Structural Engineer for on-call Quality Assurance and Quality Control (QA/QC) reviewer for other design consultant's structural projects completed for McHenry County. Projects to date consisted of the following:

- Oak Grove Road over Drainage Ditch (SN056-3214)
- Randall Road Structural Plans
- O'Brien Road over Nippersink Creek Bridge Reconstruction (SN 056-3118)
- Union Road over Kishwaukee River (SN 056-3213)
- West Solon over the M. Branch of Nippersink Creek (SN 056-3142)

Mack Road Bridge Widening and Replacement, Warrenville, IL – Structural Engineer for the phase I and II engineering for the removal and replacement of the existing four-span PPC deck beam structure (SN 022-3027) on spill through abutment and solid pile bent piers. The proposed structure is a three-span PPC deck beam superstructure (SN 022-6457) with a 5-inch Concrete Wearing Surface (CWS) on pile supported abutments and solid encased pile bent piers. The bridge was on a straight roadway alignment with a Seismic Performance Zone (SPZ) of 1. The proposed back-to-back abutments are 151'-11" and an out-to-out deck width of 36'-4". The proposed structure included a pedestrian path on the northside of the bridge connecting IL Route 59 to the McKee Marsh at Blackwell Forest Preserve. Retaining walls run parallel to the roadway to accommodate the raise in the vertical profile.

Bliss Road Culvert, Kane County IL – Project Manager responsible for the Phase I and Phase II engineering for the replacement of the restrictive culvert on Bliss road servicing Lake Run creek. The existing 8' x 4' culvert was replaced with dual 8' x 5' precast boxes with cast-in-place horizontal wingwalls. This project was done using staged construction.

McGirr Road bridge over Battle Creek, DeKalb County, IL - Project Manager provided Phase I and II engineering services for the replacement of the McGirr Road bridge over Battle Creek (SN 019-5111) with a single-span PPC deck beam superstructure supported on integral abutments using federal funds. The project was located within a mapped Zone A floodplain and was required to meet 1-ft of clearance over the 20-year flood elevation. The Phase I engineering consisted of a Project Development (PDR), Bridge Condition Report (BCR), Hydraulic Report, and TS&L. Phase II engineering services included utility coordination, permitting, ROW Plats & legals, Plans, Specifications and Estimate (PS&E) and time of construction.

IL Route 1 over Gay Creek, District 3, IDOT D-93-008-21/C-93-039-21 (PTB 194) - Structural Engineer provided Phase II engineering for the replacement of the reinforced slab bridge supported on spread footings (SN 039-0028) carrying IL 1 over Gay Creek, 0.2 miles south of Wellington in Iroquois County. Structure was replaced with a two-cell reinforced concrete box culvert (SN 038-2567). The structure has a 45-degree skew, and its replacement utilizes stage construction.

Areas of Expertise:

- NBIS Program Manager
- Phase I/II Bridge Designs:
 - PPC I-girders
 - Bulb-tees
 - Deck beams
 - Tapered beams
 - Curved steel plate girders
 - Steel rolled shapes
 - CIP slab bridges
 - Rehabilitation, repairs, widening
- Retaining Walls:
 - Soldier pile walls
 - CIP cantilever walls
 - Mechanically stabilized earth walls
 - Sheet piling walls
- Software: MicroStation, Merlin Dash; Descus; STAAD.Pro; ETABS; SAP; LPILE; RISA; and Excel
- Design Codes: AASHTO LRFD specifications; ACI; AISC; ASCE; IBC and Chicago Building Code

Professional Affiliations:

- Illinois Road and Transportation Builders Association (IRTBA)- Bridge Committee and Kane County Coop Committee
- American Public Works Association (APWA)

Professional Experience:

- Engineering Resource Associates
2016 - Present
- Civiltech Engineering, Inc.
2007-2016
- Hutter Trankina Engineering PC
2005-2006
- Thornton Tomasetti
2001-2005
- Nicor Gas
1998-2001

Project Experience:

Illinois Prairie Path Geneva Spur and Great Western Trail Connector, West Chicago, IL – Phase III Project Manager for an STP funded 1.25-mile paved multi-use trail connecting the IPP to the Great Western Trail. Constructed within local collector streets, IL Route 59 ROW and acquired easements from a multi-family complex and a park district. Variance for trail width was approved. Watermain utility adjustments were required.

2020 Utility and Roadway Improvements Project #2, Glen Ellyn, IL – Project Manager for the utility and roadway improvements along approximately 2 miles of streets within the Village. Work included storm sewer and drainage structure improvements, various utility structure adjustments, various pavement removals, concrete curb and gutter replacement, concrete sidewalk replacement and improvements, concrete and asphalt driveway replacement, HMA pavement replacement, sodding, aggregate shoulders construction, and pavement markings. ERA handled all project documentation and processing of contractor pay requests. The project was completed in approximately four months during the summer/fall of 2020.

2018 Street Resurfacing Project, Glen Ellyn, IL – Project Manager Phase III engineering for this project located in Glen Ellyn. The work consisted of milling or removal of the existing hot-mix asphalt (HMA) surface, base course patching, removal and replacement of combination concrete curb and gutter, removal and replacement of sidewalks, leveling binder, HMA surface and binder courses, structure adjustments, restoration, and all incidental and collateral work necessary to complete the project on approximately 2 miles of Village streets in various locations.

2019 Road Program, Warrenville, IL - Project Manager provided design and construction engineering services for the Emerald Green Subdivision Roadway Improvement Program located within DuPage County. ERA performed topographic survey of the improvement corridor and data collection. ERA prepared complex plans and specifications and maintenance of traffic plans. ERA also performed Phase III engineering services, which included providing a full-time Resident Engineer on-site who was responsible for pay items/quantities/ cost estimates, managing construction bid documents, construction observation/layout/documentation and close out documents. ERA oversaw the material testing completed by the subconsultant, Rubino Engineering, to meet the required specifications. This project was completed in two and half months during the spring/summer of 2019.

Hillcrest and Moon Lake Boulevard Resurfacing, Hoffman Estates, IL – Resident Engineer performed Phase III construction engineering services for the resurfacing of two roadways located along Hillcrest Boulevard, from Jones Road to Roselle Road, and Moon Lake Boulevard, from Higgins Road to Golf Road. Each of the projects have very similar scope of work including surface grinding and removal, asphalt patching, curb and gutter removal and replacement, concrete sidewalk removal and replacement, hot mix asphalt pavement, landscaping, signs, pavement markings, traffic control signing, and other incidental and collateral work necessary to complete the improvements. The projects were completed utilizing STP funds. Brian was responsible for project management, material testing, documentation and inspection services meeting all IDOT and STP requirements from the pre-construction meeting through construction and project close out.

**Education/Certifications:**

- Bachelor of Science, Civil Engineering
University of Illinois – 2004
- PE - IL - 062-062144, 2009
- Documentation of Contract Quantities Course- May 2021 (21-18967)
- ADA PROWAG Requirements Class

Areas of Expertise:

- Transportation projects including roadway/bridge for design through construction
- Construction engineering for federally funded projects
- IDOT Documentation procedures
- Expert in ADA/PROWAG requirements
- Phase I, II and III engineering of storm sewer improvements, culvert crossing, detention basins, public ROW improvements
- Permitting process of federal, state and local permitting agencies
- Bike trail design by incorporating AASHTO and BDE criteria

Years of Experience:

- 18 years, 18 with ERA



ENGINEERING
RESOURCE ASSOCIATES

Brian Dusak, PE
Construction Manager

Project Experience Continued:

2013 Street Improvements, Glen Ellyn, IL – Project Manager for construction oversight for the reconstruction and resurfacing of approximately 3,800 feet of roadway at various locations throughout the Village of Glen Ellyn. Work also included constructing new storm sewer and water main, sanitary sewer service replacement, HMA pavement rehabilitation and reconstruction, parkway restoration and other appurtenant work. The project required traveling to multiple job sites each day. Construction staging was of critical importance as work throughout the area needed to be coordinated around scheduled summer events.

Madison Street and Garfield Street LAPP (LAFO) Projects, Burr Ridge, IL – Project Engineer for Phase I, II and III engineering services including route survey, preparation of plans, specifications and estimates and other bid documents. The project includes 11,000 feet of hot-mix asphalt resurfacing, pavement widening, installation of curb and gutter, storm sewer, and verifying ADA compliance throughout this corridor. Extensive coordination with IDOT and FHWA is required for these federally-funded STP projects.

Iroquois Court Sewer & Water & Extensions Project, Warrenville, IL – Project Manager for Phase I, II and III engineering for the public sanitary sewer extension, water main extension and pavement reconstruction for the Iroquois Court neighborhood. These residences currently rely on individual wells and septic systems for service. The work includes approximately 1,300 feet of directionally drilled 8-inch diameter water main; 1,450 feet of open cut 8-inch diameter sanitary sewer; 1,600 feet of open cut 12-inch diameter storm sewer; and 5,300 square yards of full pavement reconstruction.

15-13 Water and Sewer Main Improvements, Oak Park, IL – Project Manager for Phase I, Phase II and Phase III engineering services for the design and construction of approximately 2,500 feet of roadway along sections of Kenilworth, Harvey and Taylor Avenues within Village limits. Design and construction had an accelerated schedule so improvements along Kenilworth and Harvey may be constructed while school was not in normal session. Improvements included water main, sewer main and service replacement; curb, sidewalk and driveway patching and/or replacement; full depth pavement removal and replacement; parkway restoration; and other appurtenant work. Extensive permitting coordination was required with the Illinois Environmental Protection Agency and Metropolitan Water Reclamation District.

North Main Street Reconstruction, Wheaton, IL – Project Manager for Phase I, II, and III engineering services for the reconstruction of North Main Street. The project was located between Geneva Road and Cole Avenue with a length of approximately 1,535 ft. Project improvements primarily consisted of removing and replacing the road in its current location with no vertical or horizontal modifications. Existing utilities required removal and replacement. Construction was completed during Summer/Fall 2015.

Professional Experience:

- Engineering Resource Associates
Project Manager /Project Engineer/
Resident Engineer (2004-Present)
- Engineering Resource Associates
Engineering Intern (2002, 2003)

Special Training:

- IDOT Traffic Signal and Street lighting Design
- IDOT ICORS Training

Professional Awards

- American Public Works Association
Chicago Metro Chapter
2014 Donald C. Stone Award for
Excellence in Education

ENGINEERS | SCIENTISTS | SURVEYORS

Project Experience:

Park Blvd Watermain Improvements, Village of Glen Ellyn, IL – Resident Engineer for Phase III Construction Engineering Services for the watermain replacement of approximately 3,600 feet of watermain along Park Boulevard south of Roosevelt Road. The project required significant coordination with Public Works, residents, and private businesses to maintain access and service during construction. The design called for the new watermain to be located in the outside lane to allow traffic to continue without the need for a detour. New water service lines were installed to all residences, along with new hydrant spacing. ERA handled all documentation and payment throughout the project, as well as providing redline documents to Glen Ellyn for As-Built Drawings. A special focus was taken to minimize water shutoffs to accommodate stay-at-home and work-from-home orders in residential areas.

Lexington Trace Development, Warrenville, IL – Phase III resident inspector for the utility and roadway improvements within a townhome development at the southwest corner of Butterfield Road and IL Route 59. Construction observation services were provided for underground utility work including installation of water main, sanitary sewer, storm sewer and street lighting. ERA was also responsible for observing road construction, wetland and stormwater management basin plantings, sidewalk and ADA ramps, bike paths, and soil and erosion control measures. Documentation consisted of daily field reports submitted to the City on a weekly basis. Quantities were measured and agreed upon with the contractor for City assistance-related items and developer invoices reviewed and forwarded to the City with recommendations for payment.

***Road & Sidewalk Programs, Schaumburg & Yorkville, IL** – Construction Engineer assisted with observation of each of these City's road and sidewalk improvements. Work included sidewalk replacement for ADA compliance, curb and gutter removal and replacement, and roadway milling and paving. Other tasks included performing preconstruction quality checks of the roads using Go Pro video, resident notifications, continued monitoring of contractor's progress and project budget.

***Road Program, Elgin, IL** – Construction Engineer responsible for observing storm and sanitary sewer installation as part of the City's Road Program.

***Water Main installation, Elmhurst, IL** – Construction Engineer for the installation of approximately 4,700 LF of 8" ductile iron water main, including complete service replacement, totaling \$1.7 million. Work included observing and documenting the contractor's work. Quantities were compiled and contractor invoices were reviewed for payment. Jason also performed the as-built survey for the new main line water main including all connection/fitting locations with a GPS rover.

***Storm Basin & Erosion Control Inspections, Yorkville, IL** – Engineer responsible for creating inspection reports noting clogged flared ends, erosion, algae, excess vegetation growth, and invasive species.

**Note: These projects were completed prior to joining ERA.*

**Education/Certifications:**

- Bachelor of Science
- Engineering, Civil
Engineering, Southern
Illinois University
Carbondale, 2018
- IDOT Documentation of
Contract Quantities, March
2020
- FE Certified
- Soil Erosion & Sediment
Control Module I&III
Certified – Spring 2021

Professional Training:

- Intermediate Proficiency in
AutoCAD
- Proficient in Survey work
with Trimble R6 model 4 w/
TSC3 data collector

Years of Experience:

- 3 years



October 31, 2022

To: Melissa Lange
Engineering Resource Associates, Inc.
3s701 West Avenue, Suite 150
Warrenville, Illinois 60555
P: 630.393.3060

Re: Proposal - Geotechnical Exploration
Proposed Klein Road Culvert
Replacement
West Chicago, Illinois
Proposal No. Q22.133g_REV1

Via email: mlange@eraconsultants.com

Dear Ms. Lange,

Rubino Engineering, Inc. (Rubino) is pleased to submit the following proposal to provide geotechnical engineering services for the above referenced project. Rubino received a request for proposal from Melissa Lange of Engineering Resource Associates, Inc via email on March 8, 2022.

PROJECT UNDERSTANDING

Rubino understands that Engineering Resource Associates, Inc (ERA) is planning to aid in the replacement of a culvert and widening of the embankment on the west side of the roadway for a multi-use path along Klein Road in West Chicago, Illinois. ERA had requested that Rubino provide two (2) soil borings to be taken upstream and down stream and one (1) pavement core.

Information received:

- RFP Email from Melissa Lange of Engineering Resource Associates, Inc via email on March 8, 2022.
- RFP revision Email from Melissa Lange of Engineering Resource Associates, Inc via email on October 31, 2022

Field Services Scope of Services Summary

Additional Scope discussion can be found in subsequent pages of this proposal

Client Notification Needed prior to mobilization	Please notify Rubino if this is needed upon project authorization
Field Representative Name / Number	TBD by ERA
Private Utility Needed	Not anticipated
Site Access	Roadway
Field Equipment / Soil Sampling Method Proposed	Track-mounted Geoprobe 7822DT
Traffic Control Needs	Flagger while coring
Boring Location Plan	See below for aerial / KMZ
Soil Sampling	IDOT SPT – 2 ½ ft to 30 ft, 5 ft thereafter
Additional Field Equipment needed	Rimac – for AASHTO
Backfill Needs	Cuttings
Patching	Cold Patch
Site Protection or Restoration included	None

Boring Locations

The approximate proposed boring locations are shown below. Rubino recommends that the borings be located and surveyed for elevation by others prior to drilling. If the borings cannot be surveyed, Rubino will locate the borings in the field by measuring distances from known, fixed site features.

Boring Depths

To obtain data to evaluate subsurface conditions within the proposed development/construction areas. Rubino proposes the drilling scope of work as detailed below:

NUMBER OF BORINGS	NUMBER OF CORES WITH PAVEMENT THICKNESS	DEPTH (FEET BEG*)	LOCATION	SPT SAMPLING INTERVALS	SOIL CLASSIFICATION METHOD
2	-	25	Upstream and Downstream of Existing culvert	2 ½ ft to 30 ft, 5 ft intervals thereafter	AASHTO
-	1	2	Roadway Pavement in vicinity of Culvert		
2 Total	1 Total	50	Total Linear Feet		

*BEG = below existing grade

Should any of the information on which this proposal has been based, including as described above, be inconsistent with the planned construction, Rubino requests to be contacted immediately in order to make any necessary changes to this proposal and scope of work.

SCOPE OF SERVICES DISCUSSION

The following sections outline the scope of services developed based on the information provided by the client and the information listed above in order to provide a geotechnical exploration the planned project. The exploration will be performed in general accordance with both the requested proposal information and Rubino's current understanding of the project.

Site Access

Based on current site topography, surface conditions, and project discussions, Rubino anticipates that the project site will be accessible to track-mounted Geoprobe 7822DT drilling equipment.

Traffic Control

Rubino anticipates that traffic control will be necessary along Klein Road. Rubino will provide flaggers while coring.

Boring Locations

The approximate proposed boring locations are shown below. Rubino recommends that the borings be located and surveyed for elevation by others prior to drilling. If the borings cannot be

surveyed, Rubino will locate the borings in the field by measuring distances from known, fixed site features.



SPT - Soil Sampling

Soil sampling will include split-barrel samples (ASTM D 1586) or thin-walled tube samples on cohesive soils (ASTM D 1587) at 2 ½ - foot intervals to a depth of **30 feet** and 5 - foot intervals thereafter, as applicable.

If unsuitable bearing soils are encountered within the borings as proposed herein, the borings will be extended an additional 5 feet to attempt to end the borings in suitable soils. If unsuitable soils persist at the end of an additional 5 feet the client will be contacted prior to demobilizing.

Unsuitable soils will be defined by field personnel using the following criteria:

- Cohesive soils with an N value less than or equal to 4.
- Granular soils with an N-value less than 5.
- Black cohesive or silty soil with visible signs of organic matter and / or organic odor and low blow counts as described above.

Completion of Borings

Upon completion of drilling, the borings will be backfilled with soil cuttings and capped with similar existing material / asphalt cold patch. Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. Rubino will attempt to minimize such damage, but no restoration other than backfilling the soil test borings is included.

It should be noted that over time, some settlement may occur in the bore hole. If Rubino is requested to return to the site for the purpose of filling any bore holes that may have settled, additional time and material charges may apply.

Geotechnical Laboratory Testing

The soil samples obtained during the field exploration program will be transported to the laboratory for classification and a limited number of laboratory tests. The nature and extent of the laboratory testing program is at the discretion of Rubino Engineering, Inc. and will depend upon the subsurface conditions encountered during drilling.

Laboratory testing will be performed in accordance with ASTM procedures and may include examination of selected samples to evaluate the soils' index properties and relative strength characteristics.

Based on the proposed quantity of soil borings, anticipated depths, and project type, a list of the anticipated laboratory tests are summarized below.

LABORATORY TEST	ESTIMATED QUANTITY	SAMPLE TYPE
Atterberg Limits	1	Split spoon, bulk, or Shelby Tube
Natural Moisture Content	20	Shelby Tube, Cohesive Samples
Organic Content	2	Split spoon, bulk, or Shelby Tube

CCDD TESTING – LPC 662 ONLY

Rubino will obtain a "Potential Impacted Property" (PIP) evaluation of the area near the proposed culvert.

If the PIP evaluation indicates no further testing is needed for form LPC-662, Rubino will composite soil samples from each borehole for soil analytical testing in general compliance with the IEPA CCDD requirements.

- PIP Evaluation (Historical & Regulatory)
 - 1 Eris Report
- Soil Analytical Tests:
 - pH (2 total tests)
- P.E. Certification (LPC #662)
- *LPC-662 CCDD Certification, as applicable*

GEO REPORT

Upon completion of field and laboratory work, Rubino will prepare a geotechnical engineering report using the collected data. The geo report will include the following:

- *Summary of client-provided project information and report basis*
- *Overview of encountered subsurface conditions*
- *Overview of field and laboratory tests performed including results*
- *Geotechnical recommendations pertaining to:*

- *Subgrade preparation and stability recommendations for embankment widening including estimated IBV at each boring location at proposed bearing subgrade elevation*
- *Culverts, including suitability of subgrade soils to support a new culvert structure, bedding stone thickness recommendations, and shallow foundation recommendations for wing walls, if applicable.*
- *Seismic design site classification parameters*
- *Construction considerations, including temporary excavation and construction control of water*

An electronic copy of the report will be provided. The report will be addressed to Engineering Resource Associates, Inc.

PROJECT SCHEDULE

Rubino proposes to initiate work on this project within 5 working days after receiving written authorization to proceed and we will follow the schedule below in order to complete the project:

Task	Number of Working Days
Utility clearance and rig mobilization	10 – 15
Field work including site layout and drilling	5
Laboratory Testing	10 – 12
Preparation of the Geotechnical Report	10

Project schedules can be affected by weather conditions and changes in scope. If the report needs to be delivered by a specific day, please notify us as soon as possible. Preliminary verbal recommendations can be made to appropriate parties upon completion of the field investigation and laboratory testing. Rubino will need to receive a signed copy of this proposal intact prior to mobilizing the drill rig.

UTILITY LOCATE

Rubino will coordinate contacting the Public Utility "One-Call" for public utility clearance prior to the start of drilling activities. It is Rubino's experience that this service does not mark the locations of privately owned utilities. This proposal is based on privately owned utility locates being coordinated by the owner prior to drill rig mobilization.

FEES

Rubino proposes to charge the fee for performance of the outlined scope of services on a lump-sum basis. Based on the scope of services outlined above, the lump-sum fee will be:

Subsurface Exploration	Boring Layout / Utility / PM	\$ 400.00	Total
	Drill Rig Mobilization and Drilling	\$ 2,650.00	Lump sum
	Pavement Coring with Traffic Control Flagger	\$1,000.00	Total
Lab	Geotechnical Lab Tests as described above	\$ 200.00	Total
CCDD Testing	LPC 662 certification, if applicable	\$ 1,200.00	Lump Sum
Reporting	Preparation of the Geotechnical Report	\$ 1,000.00	Total
		\$6,450.00	Grand Total

Please see the attached fee schedule for additional unit rates for services requested after issuing the geotechnical report (drawing / spec review, scope or site layout change, etc.).

Scope Limitations

Project services do not include a site evaluation to determine the presence or absence of wetlands, hazardous substances, or toxic materials.

Rock coring is not included in the scope of this exploration, therefore, the character and continuity of refusal materials, if encountered, can be determined only with a more comprehensive scope of services. Therefore, the borings will be advanced to the depths referenced above, or to refusal, whichever is shallower.

Boring, sampling and testing requirements are a function of the subsurface conditions encountered. The proposed lump-sum fee is based on the use of shallow foundations to support the planned construction and the existence of adequate bearing materials being encountered within the proposed boring depths. Should conditions be encountered which require a deepening of borings or additional investigation, Rubino will notify you to discuss modifying the outlined scope of services. Additional work beyond the lump-sum fee will not be performed without your prior authorization.

AUTHORIZATION

If this proposal is acceptable to you, Rubino will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. Rubino will proceed with the work upon receipt of authorization.

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact Rubino with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE
President



Anthony T. Tomaras
Project Manager

RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)

MAL/file

Attachments: Proposal Acceptance and Data Sheet
 Schedule of Services and Fees
 General Conditions

****This is an electronic copy. Hard Copies of this proposal are available upon request.**

PROPOSAL ACCEPTANCE:

AGREED TO, THIS _____ DAY OF _____, 202__.
BY (please print): _____
TITLE: _____
COMPANY: _____
SIGNATURE: _____

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Number and Distribution of Reports:
() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____
Email: _____ Email: _____

() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____
Email: _____ Email: _____
7. Invoicing Address: _____

Attn: _____
Email: _____
8. Other Pertinent Information Or Previous Subsurface Information Available:

Rubino Engineering, Inc.
2022 Schedule of Geotechnical Services & Fees

ENGINEERING

Professional and Technical Services for site evaluation, field supervision, analysis of test data and engineering recommendations and consultation:

Principal Engineer	Per Hour	\$	185.00
Project Engineer/Manager	Per Hour	\$	125.00
Engineering Field Technician / Field Engineer / Field Geologist	Per Hour	\$	95.00
Administrative Assistant	Per Hour	\$	65.00

SUBSURFACE EXPLORATION

Mobilization and moving of truck-mounted drilling equipment and crew (50-mile radius)	Per Trip	\$	650.00
All-Terrain Vehicle (ATV) Usage Surcharge	Per Day	\$	195.00
Boring Layout - Two-man crew (2 hour minimum)	Per Hour	\$	166.00
Soil Sampling using split-barrel sampler (ASTM D-1586) 2.5-foot intervals to 15 feet and 5-foot intervals thereafter, 3-1/4" E.D. HAS:			

Depth Range		
Feet	Easy Drilling*	Hard Drilling**
0 - 25	\$24.50	\$27.00
25 - 50	\$26.50	\$29.00
50 - 72	\$30.50	\$31.00
75 - 100	\$32.00	\$33.50

* Less than 50 blows per foot or a Qp of 4 tsf

** 50 blows or more per foot, Qp more than 4 tsf, or strata containing coarse gravel or cobbles

Hourly Rate Drilling	Per Hour	\$	275.00
Thin Wall Tubes (ASTM D-1587)	Each	\$	50.00

LABORATORY TESTING

Moisture Content Test / Visual Classification	Each	\$	7.00
Atterberg Limits Determination (LL, PL)	Each	\$	65.00
Combined Hydrometer & Sieve Analysis	Each	\$	130.00
Sieve Analysis (washed)	Each	\$	85.00
Unconfined Compression Test, Tube Sample	Each	\$	35.00
Unconfined Compression Test, with Stress-Strain Curve	Each	\$	85.00
Density Determination	Each	\$	15.00
Specific Gravity Determination	Each	\$	65.00
Organic Content Determination Test (loss on ignition)	Each	\$	25.00
ASTM D698 - AASHTO T99 (Standard Proctor)	Each	\$	225.00
ASTM D1557 - AASHTO T180 (Modified Proctor)	Each	\$	275.00
One-Dimensional Consolidation Test (ASTM D-2435)	Each	\$	750.00
pH Testing	Each	\$	15.00
Triaxial Testing (TXC-CIU) 3-Point Envelope	Each	\$	1,300.00

FEE REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino General Conditions.
- 2) Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond Rubino's control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum charge of 4 hours.
- 10) For all Rubino services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional services rates are exclusive of expert deposition or testimony time.
- 14) Drilling and field service rates are based on OSHA Level D personnel protection.
- 15) For sites where drilling is to occur that are not readily accessible to a truck mounted drill rig, rates for rig mobility, site clearing, crew stand-by time, etc. will be charged as applicable.
- 16) If applicable the prevailing wage fees charged under this agreement will be adjusted if there is any change in the applicable prevailing wage rate established by the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

Client#: 1171577

RUBINENG

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200		CONTACT NAME: Laurie Cloninger PHONE (A/C, No, Ext): 630 625-5219 FAX (A/C, No): 610 537-4939 E-MAIL ADDRESS: laurie.cloninger@usi.com	
		INSURER(S) AFFORDING COVERAGE INSURER A: RLJ Insurance Company	NAIC # 13056
		INSURER B: Berkley Insurance Company	32603
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR NBR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GENL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			PSB0003777	09/01/2021	09/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PSA0001881	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☒ CLAIMS-MADE DED RETENTION \$			PSE0002142	09/01/2021	09/01/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in RI) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PSW0002789	09/01/2021	09/01/2022	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			AEC904730502	09/01/2021	09/01/2022	\$2,000,000 each claim / \$4,000,000 annual aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability is written on a 'claims made' policy form.

Some or all officers are excluded from Workers Compensation coverage.

Contractors Pollution Liability Coverage:

Insurance Carrier - Capitol Specialty Insurance Corporation (NAIC #10328)

(See Attached Descriptions)

CERTIFICATE HOLDER Rubino Engineering, Inc.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) 1 of 2 The ACORD name and logo are registered marks of ACORD
#S33180242/M33180212

LXCAA

GENERAL CONDITIONS

1. PARTIES AND SCOPE OF SERVICES: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF SERVICES: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants

6. RESPONSIBILITY: Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

8. PAYMENT: Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each Invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

9. STANDARD OF CARE: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

10. INDEMNITY: To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related changes.

12. DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

13. WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.

14. NO HIRE: Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

15. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

16. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

Rubino Engineering, Inc.

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 22-R-0074 - Local Public Agency General Maintenance – Maintenance Expenditure Statement (BLR 14222) for Motor Fuel Tax Funds in FY 2021

AGENDA ITEM NUMBER:4. E.**COMMITTEE AGENDA DATE:** December 1, 2022**COUNCIL AGENDA DATE:** December 19, 2022**STAFF REVIEW:** Mehul T. Patel, P.E., CFM., Director of Public Works**SIGNATURE****APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE****ITEM SUMMARY:**

On February 15, 2021, the City Council approved Resolution No. 21-R-0008 for Maintenance Under the Illinois Highway Code (BLR 14220) and Local Public Agency General Maintenance - Estimate of Maintenance Costs (BLR 14222) authorizing the use of Motor Fuel Tax (MFT) funds in the amount of \$1,128,500.00 for general maintenance for FY 2021. Illinois Department of Transportation (IDOT) subsequently approved and authorized the use of the MFT funds for FY 2021. In FY 2021, the City categorized general maintenance as street lighting energy charges, street sweeping, solid waste disposal, as well as maintaining streets, highways, and rights-of-way under the applicable provisions of the Illinois Highway Code and necessary IDOT requirements.

At the end of each fiscal year, IDOT also requires the City to submit The Local Public Agency General Maintenance Expenditure Statement (BLR 14222), which summarizes the actual amount of MFT funds expended for the year. In the FY 2021, the MFT Funds were utilized for street light utility costs in the amount of \$125,169.52, street sweeping and solid waste disposal in the amount of \$45,440.22, and street improvements in the amount of \$712,847.25, totaling \$883,457.00.

Enclosed is the Local Public Agency General Maintenance Expenditure Statement (BLR 14222) for FY 2021. Although municipalities are not required to pass a Resolution to terminate the use of MFT funds for general maintenance purposes at the end of each year, it is a good financial practice to document the actual expenditures of the MFT funds each year.

ACTIONS PROPOSED:

Approve Resolution No. 22-R-0074 authorizing the Director of Public Works to execute the Local Public Agency General Maintenance Expenditure Statement (BLR 14222) and other necessary documents for submittal to the Illinois Department of Transportation (IDOT) for final approval for the use of Motor Fuel Tax funds during Fiscal Year 2021.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 22-R-0074

**A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO
EXECUTE THE LOCAL PUBLIC AGENCY GENERAL MAINTENANCE
EXPENDITURE STATEMENT
FOR USE OF THE MOTOR FUEL TAX FUNDS FOR FISCAL YEAR 2021**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Director of Public Works is hereby authorized to execute the Local Public Agency General Maintenance Expenditure Statement (BLR 14222) and other necessary documents for submittal to the Illinois Department of Transportation (IDOT) for final approval for the use of Motor Fuel Tax funds during Fiscal Year 2021, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 19th day of December 2022.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

Executive Office Assistant Valeria Perez



Maintenance Expenditure Statement

Submittal Type

District Estimate of Cost for

Local Public Agency County Section Number Maintenance Period Beginning Ending

Maintenance Items

Maintenance Operation	Maint Eng Category	LPA Labor	LPA Equipment Rental	Materials/ Contracts (Non Bid)	Materials/ Deliver & Install, Request for Quotations (Bid Items)	Formal Contract (Bid Items)	Total Operation Cost	Operation Engineering Inspection Fee
Electrical	I			\$125,169.53			\$125,169.53	
Street Sweeping	IIA			\$6,240.42	\$39,199.80		\$45,440.22	
Street Improvements	IIB					\$712,847.25	\$712,847.25	
Total Cost							\$883,457.00	

Maintenance Engineering Cost Summary

	Costs
Preliminary Engineering Fee	
Engineering Inspection Fee	
Material Testing Costs	
Advertising Costs	
Bridge Inspection Costs	
Maintenance Engineering Total	

	Maintenance	Maint. Engineering
Total Maintenance Program Costs	\$883,457.00	
Contributions, Refunds, Paid with Other Funds		
Total Motor Fuel Tax / Rebuild Illinois (RBI) Portion	\$883,457.00	
Motor Fuel Tax Portion	\$883,457.00	
Motor Fuel Tax Authorized	\$1,128,500.00	
Surplus/Deficit	\$245,043.00	
Rebuild Illinois Portion		
Rebuild Illinois Authorized		
Surplus/Deficit		
The difference between, "Total Motor Fuel Tax / Rebuild Illinois (RBI) Portion," "Motor Fuel Tax Portion," and "Rebuild Illinois Portion" must equal zero (0).	\$0.00	

Remarks

Maintenance Expenditure Statement

Submittal Type Original

Local Public Agency		County	Section	Maintenance Period	
				Beginning	Ending
City of West Chicago		DuPage	21-00000-00-GM	01/01/21	12/31/21

SUBMITTED

Local Public Agency Official Signature & Date

Title

Director of Public Works

County Engineer/Superintendent of Highways Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 22-R-0075 – Execution of Joint Funding Agreement for State-Let Construction Work with Illinois Department of Transportation and Local Match Appropriation for Construction Costs Associated with the Technology Boulevard Resurfacing Project

AGENDA ITEM NUMBER: 4.F.**COMMITTEE AGENDA DATE:** December 1, 2022**COUNCIL AGENDA DATE:** December 19, 2022**STAFF REVIEW:** Mehul T. Patel, P.E., CFM., Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** _____**ITEM SUMMARY:**

Technology Boulevard Resurfacing Project (Project) between Fabyan Parkway and Roosevelt Road (IL-38) is targeted for March 10, 2023. Illinois Department of Transportation (IDOT) letting with construction anticipated to begin in the summer of 2023. The project is federally funded through the region's Surface Transportation Program (STP), administered by IDOT, with matching local funds from the City's Motor Fuel Tax (MFT) Fund. The estimated construction cost for the Project is \$1,008,455.89. The City received 80% federal funds or an amount not to exceed \$887,441 for both Construction and Construction Engineering (CE). The Project consists of pavement milling and resurfacing, partial-depth pavement patching, intermittent curb and gutter replacement, ADA curb ramp upgrades, and pavement markings. Final plans, specifications, and estimates are anticipated to be submitted to IDOT on November 28, 2022.

As part of the project implementation process, prior to IDOT letting, the City is required to approve and execute the Joint Funding Agreement for State-Let Construction Work (BLR 05310C) with IDOT. The agreement must also include the passage of a Resolution appropriating City's local match associated with the project. At this time, the local match is estimated to be \$201,691.18. The exact amount of City's local match will be determined at the completion of the project closeout.

The FY 2023 Proposed Budget includes \$285,600 under the Motor Fuel Tax Fund (16-34-58-4807) for construction costs. Unlike construction engineering, where the initial costs have to be paid for by the City, the construction costs are paid for by IDOT and the City will be invoiced throughout the project for its local match.

ACTIONS PROPOSED:

Approve Resolution No. 22-R-0075 authorizing the Mayor to execute the Joint Funding Agreement for State-Let Construction Work (BLR 05310C) and appropriating the local match in the amount of \$201,691.18 for construction costs associated with the Technology Boulevard Resurfacing Project.

COMMITTEE RECOMMENDATION:



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	
City of West Chicago	DuPage	20-00085-00-RS	
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU		CMAA	08-20-0038

Construction

State Job Number	Project Number
C-91-158-22	KCBA(290)

☒ Construction on State Letting ☒ Construction Engineering ☐ Utilities ☐ Railroad Work

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	From	To
Technology Boulevard	7260	0.23 mile	0.00	0.23

Location Termini

IL Route 38 (Roosevelt Road) to Innovation Drive/Discovery Drive

Current Jurisdiction	Existing Structure Number(s)	Add Location
City of West Chicago	N/A	Remove

LOCATION

Local Street/Road Name	Key Route	Length	From	To
Technology Boulevard	7261	0.33 mile	0.00	0.33

Location Termini

Innovation Drive/Discovery Drive to Innovation Drive/Discovery Drive

Current Jurisdiction	Existing Structure Number(s)	Add Location
City of West Chicago	N/A	Remove

LOCATION

Local Street/Road Name	Key Route	Length	From	To
Technology Boulevard	7262	0.23 mile	0.00	0.23

Location Termini

Innovation Drive/Discovery Drive to E. Fabyan Parkway

Current Jurisdiction	Existing Structure Number(s)	Add Location
City of West Chicago	N/A	Remove

PROJECT DESCRIPTION

The improvement consists of cold milling bituminous surface removal and resurfacing with HMA Leveling Binder and Surface Course, partial-depth pavement patching, intermittent curb and gutter replacement, ADA curb ramp upgrades, and pavement markings.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA's** estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share _____ **BALANCE** _____ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA's** railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.

12. Certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
15. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly
16. To regulate parking and traffic in accordance with the approved project report.
17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.
4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors, and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved

program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA DBE Program** or on **state** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.

5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

FISCAL RESPONSIBILITIES:

1. **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
2. **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
3. **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
4. **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
5. **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement.

Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
6. **Single Audit Requirements:** If the **LPA** expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Addendum 2) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes..
7. **Federal Registration:** **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
8. **Required Uniform Reporting:** For work not included on a state letting, the Grant Accountability and Transparency Act (30 ILCS 708) requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions or legislation as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA)..

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

☒	1.	Location Map
☒	2.	Division of Cost
☒	3.	Resolution*
☐	4.	

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Ruben Pineda

Title of Official

Mayor

Signature

Date

The above signature certifies the agency's TIN number is

366006144 conducting business as a Governmental Entity.

DUNS Number 113554448

UEI LQLNCLHFMNJ4

APPROVED

State of Illinois

Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Yangsui Kim, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

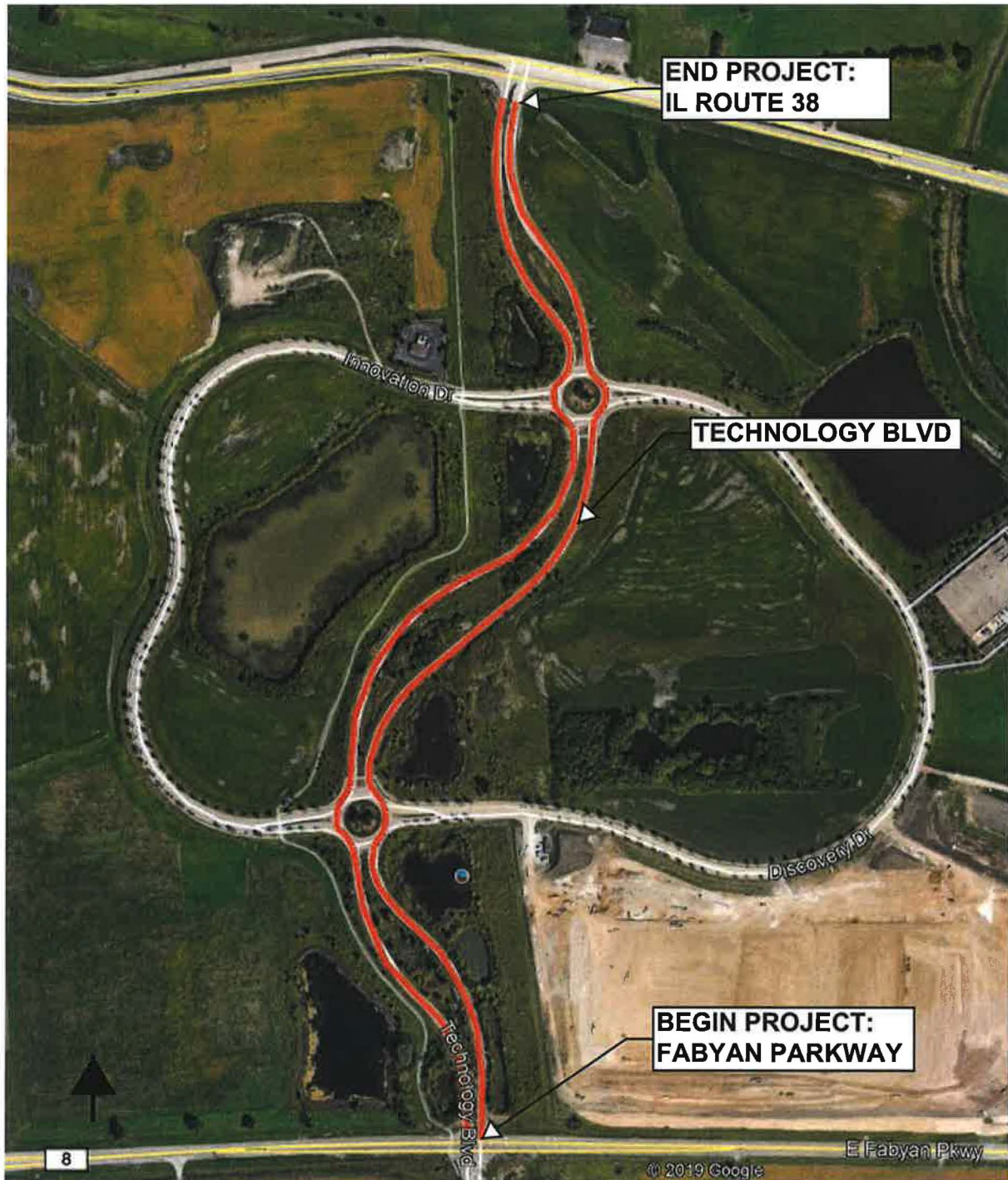
Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☐ Please check this box to open a fillable Resolution Form within this Addenda.

ADDENDA 1

PROJECT LOCATION MAP



ADDENDA NUMBER 2

Local Public Agency	County	Section Number	State Job Number	Project Number
City of West Chicago	DuPage	20-00085-00-RS	C-91-158-22	KCBA(290)

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
Participating Construction	STU	\$806,765.00	80%				Local	\$201,691.00	20%	\$1,008,456.00
Construction Engineering	STU	\$80,676.00	80%				Local	\$20,169.00	20%	\$100,845.00
Total		\$887,441.00		Total			Total		\$221,860.00	\$1,109,301.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

--

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

ADDENDA 3

RESOLUTION NO. 22-R-0075

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE JOINT FUNDING AGREEMENT FOR STATE-LET CONSTRUCTION WORK AND APPROPRIATING THE LOCAL MATCH FOR CONSTRUCTION COSTS ASSOCIATED WITH THE TECHNOLOGY BOULEVARD RESURFACING PROJECT

Section No.: 20-00085-00-RS

Job No.: C-91-158-22

Project No.: KCBA(290)

WHEREAS, the City of West Chicago is proposing to improve Technology Boulevard between Fabyan Parkway and Roosevelt Road (IL-38) in DuPage County, Illinois.

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvements require matching local funds; and

NOW, THEREFORE, be it resolved by the City Council:

SECTION 1: The City Council hereby appropriates \$201,691.18, Two Hundred One Thousand Six Hundred Ninety-One Dollars and Eighteen Cents or as much as may be needed to match the required funding to complete the proposed improvements and furthermore agrees to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

SECTION 2: This resolution will become Addenda 3 of the AGREEMENT.

SECTION 3: The City of West Chicago is directed to transmit 3 (three) copies of the AGREEMENT and Resolution to IDOT District 1 Bureau of Local Roads and Streets.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project and any other such documents related to the advancement and completion of said project.

APPROVED this 19th day of December 2022.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

Executive Office Assistant Valeria Perez

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 22-R-0076 – Contract Award – Emerald Tree Care, LLC for the 2023 Emerald Ash Borer Insecticidal Treatment Program for an Amount Not to Exceed \$79,464.75

AGENDA ITEM NUMBER: 4.21.**COMMITTEE AGENDA DATE:** December 1, 2022**COUNCIL AGENDA DATE:** December 19, 2022**STAFF REVIEW:** Mehul T. Patel, P.E., CFM, Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** _____**ITEM SUMMARY:**

Emerald Tree Care, LLC has provided annual Emerald Ash Borer (EAB) treatment services related to the application of insecticidal treatments, in the form of trunk injections and Basil System Soil Injections, to manage the spread and negative impact of the EAB since 2011.

There are currently approximately 1,150 City-owned Ash trees that would require treatment in 2023. To date, there have been approximately 700 Ash trees lost since EAB treatment began in 2011, or about 38% of the original treatment set. Many of these trees were lost due to storm related damage or other reasons; however, the majority were removed due to failing health caused by early damage from the EAB.

Daniel Miraval, a board certified arborist, of Emerald Tree Care has provided the City with his recommendation for continuing with a monitor and treatment program for the City's Ash trees. Furthermore, Mr. Miraval recommends the continued use of Boxer for trunk injections bi-annually and soil treatment using "Imidicloprid" on an annual basis.

In 2022, the EAB program only required the annual soil treatment of "Imidicloprid". In FY 2023, Emerald Tree Care, LLC will provide annual soil treatment of "Imidicloprid" and the bi-annual trunk injections using Boxer (a.k.a. Emamectin Benzoate) for protection against the EAB. Emerald Tree Care has provided a proposal for the scope of work in 2023, in the amount of \$79,464.75. The cost to perform soil treatment is \$22,328.75 while trunk injections will cost \$57,136.00. Please see attached for additional information.

Staff recommends continuing soil treatment and trunk injections in Fiscal Year 2023, along with continued monitoring of the City's Ash trees and conducting an evaluation of all remaining Ash trees to assess the benefits of continuing application of insecticidal treatments for the EAB.

In FY 2023, there is \$80,000.00 budgeted for the 2023 EAB Insecticidal Treatment Program in the Capital Projects Fund Account 08-34-53-4886.

ACTIONS PROPOSED:

Approve Resolution No. 22-R-0076 authorizing the Mayor to execute a Contract with Emerald Tree Card, LLC of Roselle, Illinois, for the 2023 Emerald Ash Borer Insecticidal Treatment Program for an amount not to exceed \$79,464.75

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 22-R-0076

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
CONTRACT AGREEMENT WITH EMERALD TREE CARE, LLC FOR
SERVICES ASSOCIATED WITH THE
2023 EMERALD ASH BORER INSECTICIDAL TREATMENT PROGRAM**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a contract with Emerald Tree Care, LLC of Roselle, Illinois, for the 2023 Emerald Ash Borer Insecticidal Treatment Program in the amount not-to-exceed \$79,464.75, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 19th day of December, 2022.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

Executive Office Assistant Valeria Perez



Emerald Tree Care

60 Monaco Dr | Roselle, IL 60172

Office: 630-480-4090 | www.emeraldtreecarellc.com

November 18, 2022

City of West Chicago
Attn: Dept. of Public Works
475 Main Street
West Chicago, IL 60185

To Mr. Mehul Patel -

The Emerald Tree Care firm finds it imperative to continue treating the City's Ash population for Emerald Ash Borer control. Without continued treatments, the preservation efforts the City has put forth thus far would be at risk. There are various research entities (Michigan State University; Ohio State University; the Morton Arboretum) that have identified that a second wave of Emerald Ash Borer is on its way due to a surge of Ash saplings in naturalized (or unmanaged) areas.

The treatment program has yielded successful results. For the 2023 Season, there are 1,151 Ash on the treatment list for preservation. These Ash had a total of 9,273 diameter inches in 2010. These Ash now have a total of 17,288 diameter inches, which reflects an 86.43% increase in growth. While the City is aware, it is nice to reiterate the many benefits these municipal trees offer – to the residents, the community, and the environment. These benefits include reducing air pollution, conserving water, reducing soil erosion, and providing shade.

The 2023 Season recommends Ash treatments consisting of both a soil drench and a trunk injection. The soil drench is a mixture of fertilizer, bio-root stimulant, and insecticide (a.i. imidacloprid) that is applied in the Spring. The trunk injections were last performed in 2021, and therefore are 'due' this year, as the chemical (a.i. emamectin benzoate) is labeled for two-year control. These injections are done in the Summer.

The continued treatment efforts have contributed to a healthy and diverse municipal canopy.

Sincerely,

Daniel M. Miraval
Board Certified Master Arborist
Emerald Tree Care LLC



Emerald Tree Care

Family Owned and Operated Since 2005
Celebrating over 15 years of quality tree care!

Contact Information:

60 Monaco Dr | Roselle, IL 60172
emeraldtreecarellc@gmail.com
www.emeraldtreecarellc.com
630-480-4090

Customer Contact:

630-293-2255 W
twilcox@westchicago.org

City of West Chicago
Attn: Dept. of Public Works
475 Main Street
West Chicago, IL 60185

2023 Tree Care Quote

Quote No: 2022-2507

Issued: 11/18/2022

Qty	Tree Care Description	Cst/Unit	Total
	Your 2023 Tree Care Quote is below.		
17,863	total diameter inches of Ash to be SOIL treated with Imidacloprid for the control of the Emerald Ash Borer. This soil application includes balanced fertilizers, micronutrients, and organic bio-stimulants to support plant functions, promote root growth, and improve overall plant health.	1.25	22,328.75
17,855	Trunk injections were last performed in 2021, and therefore are due this year. total diameter inches of Ash to be TRUNK injected (non-drill) with Boxer (a.i. emamectin benzoate) for the control of the Emerald Ash Borer and native Clearwing Borers. Provides 'up to two year' control.	3.20	57,136.00
Thank you for choosing the Emerald Tree Care team as your preferred tree care provider! CHECK PAYMENT PREFERRED CREDIT CARDS ACCEPTED		Total:	\$79,464.75

Customer Signature

By signing above, I authorize Emerald Tree Care, LLC
to proceed with the work described above.

Daniel M. Miraval

ISA Board Certified Master Arborist, MA-5617B
ISA Tree Risk Assessment Qualified



CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 22-R-0077 – Contract Extension – Classic Landscape, Ltd. for the 2023 Right-of-Way (ROW) Maintenance Program in the amount not to exceed \$154,960.00

AGENDA ITEM NUMBER:

4.H.

COMMITTEE AGENDA DATE: December 1, 2022
COUNCIL AGENDA DATE: December 19, 2022

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

SIGNATURE



APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE

ITEM SUMMARY:

Annually, since 2005, the City has contracted landscape maintenance services for multiple City-owned and maintained rights-of-way and properties at various locations for a period of approximately 30 consecutive weeks. Services include, but are not limited to, mowing, trimming, edging, weed removal, shredded hardwood mulch installation, chemical broadleaf control, fall leaf removal, and lawn fertilization.

The 2022 program consisted of 100 City owned properties and/or right-of-ways as well as 31 additional locations previously maintained by Public Works staff. This operation over a 30-week timeframe tied up two members of the Public Works Street Division crew for approximately 1,000 hours, which took away from other critical infrastructure maintenance tasks such as storm sewer and catch basin cleaning, which are more essential than mowing.

The City Council approved Resolution no. 22-R-0018 on March 21, 2022 awarding the contract for 2022 ROW Maintenance Program to Classic Landscape, Ltd. A provision of the current Contract allows it to be extended for two additional years, through mutual agreement between Classic Landscape, Ltd. and the City, if pricing were held for each subsequent fiscal year, if the City were satisfied with services provided, and if approved by City Council. Classic Landscape, Ltd have agreed to hold their pricing for Fiscal year 2023. In 2023, five additional locations were added to the list that were previously missed. The five additional locations are all located around downtown. Besides the added location, the remainder of the contract terms are the same as FY 2022.

Classic Landscape satisfactorily performed right-of-way maintenance services for the City of West Chicago from 2008 through 2011 and 2019 through 2021. It is staff's recommendation that a contract extension be awarded to Classic Landscape, Ltd. for services related to the 2023 ROW Maintenance Program for an amount not to exceed \$154,960.

ACTIONS PROPOSED:

Approve Resolution No. 22-R-0077 authorizing the Mayor to execute a contract extension with Classic Landscape, Ltd., for the 2023 Right-of-Way Maintenance Program, in an amount not to exceed \$154,960.00.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 22-R-0077

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
CONTRACT EXTENSION WITH CLASSIC LANDSCAPE, LTD.
FOR THE 2023 RIGHT-OF-WAY MAINTENANCE PROGRAM
IN AN AMOUNT NOT TO EXCEED \$154,960.00**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a Contract extension with Classic Landscape, Ltd., for the 2023 Right-of-Way Maintenance Program, for an amount not to exceed \$154,960.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 19th day of December, 2022.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

Executive Office Assistant Valeria Perez

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 22-R-0072 – HR Green, Inc. - Phase III Construction Engineering Services for Technology Boulevard Resurfacing Project in the amount not to exceed \$89,018.00

AGENDA ITEM NUMBER: _____

COMMITTEE AGENDA DATE: December 1, 2022

COUNCIL AGENDA DATE: December 19, 2022

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

SIGNATURE _____

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE _____

ITEM SUMMARY:

Technology Boulevard Resurfacing Project (Project) between Fabyan Parkway and Roosevelt Road (IL-38) is targeted for a March 10, 2023, Illinois Department of Transportation (IDOT) letting with construction anticipated to begin in the summer of 2023. The project is federally funded through the region's Surface Transportation Program (STP), administered by IDOT, with matching local funds from the City's Motor Fuel Tax (MFT) Fund. The estimated construction cost for the Project is \$1,008,455.89. The City received 80% federal funds or an amount not to exceed \$887,441 for both Construction and Construction Engineering (CE).

To use federal funds, CE is required to ensure that the Project is completed and documented in accordance with IDOT-approved plans, specifications, and policies. Furthermore, CE services are required and selected through a process known as Qualifications Based Selection (QBS). This process is mandatory for all projects in which federal funds are used for CE with a value of \$40,000 or greater. A Most Qualified Firm (MQF) is selected based on the QBS evaluation process. In October 2022, a public notice was advertised seeking a Statement of Interest (SOI) from qualified engineering firms for CE services. After a three-week advertising period, six SOIs were evaluated in November 2022. Two personnel from the City staff and an Assistant Director of Public Works from another municipality evaluated the SOIs. Following are the results of the evaluation:

<u>Engineering Firms</u>	<u>Average Weighted Total</u>	<u>Overall Rank</u>
HR Green, Inc.	88.58	1
Thomas Engineering Group	87.55	2
ESI Consultants	86.55	3
BLA, Inc.	82.25	4
ERA	81.25	5
SPACECO, Inc.	73.33	6

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

The FY 2023 Proposed Budget includes \$100,900 under the Motor Fuel Tax Fund (16-34-58-4807) for CE services. HRG's original proposed scope and service fees were \$98,664. After successful negotiations, HRG was able to reduce its proposed fees by \$9,649 or 9.8% to a proposed agreement amount not to exceed \$89,018.00. Typically, engineering service fees on construction projects range from 10% to 15% of the construction cost. HR Green's proposed CE agreement amount is 8.8% of the estimated Project construction cost of \$1,008,455.89. CE

CITY OF WEST CHICAGO

costs will need to be initially funded by the City. The City will need to seek 80% reimbursement through IDOT at the completion of the Project.

ACTIONS PROPOSED:

Approve Resolution No. 22-R-0072 authorizing the Mayor to execute a Local Public Agency Engineering Services Agreement (BLR 05530) with HR Green, Inc. of McHenry, IL for Phase III Construction Engineering services related to the Technology Boulevard Resurfacing Project in the amount not to exceed \$89,018.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 22-R-0072

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE LOCAL
PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT WITH HR
GREEN, INC. OF MCHENRY, ILLINOIS FOR
CONSTRUCTION ENGINEERING SERVICES RELATED TO
THE TECHNOLOGY BOULEVARD RESURFACING PROJECT
IN AN AMOUNT NOT TO EXCEED \$89,018.00**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a Local Public Agency Engineering Services Agreement (BLR 05530) with HR Green, Inc. of McHenry, IL for Phase III Construction Engineering services related to the Technology Boulevard Resurfacing Project in the amount not to exceed \$89,018, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 19th day of December 2022.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

Executive Office Assistant Valeria Perez



Using Federal Funds? ☒ Yes ☐ No Agreement For **Federal CE** Agreement Type **Original**

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
West Chicago	DuPage	20-00085-00-RS	C-91-158-22
Project Number	Contact Name	Phone Number	Email
KCBA(290)	Dave Shah	(630) 293-2255	dshah@westchicago.org

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Technology Boulevard	FAU 7260	1.79 mi	NA
Location Termini			
IL-38 (Roosevelt Road) and East Fabyan Parkway			
Add Location			
Remove Location			

Project Description

The project includes milling and resurfacing, pavement patching, intermittent sidewalk curb ramp upgrades, curb and gutter removal and replacement, pavement markings, parkway restoration and other miscellaneous items necessary to complete this project in accordance with the plans and specifications.

Engineering Funding	☒ Federal ☒ MFT/TBP ☐ State ☒ Other	Local
Anticipated Construction Funding	☒ Federal ☒ MFT/TBP ☐ State ☒ Other	Local

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
HR Green	Todd Destree	(815) 509-9307	tdestree@hrgreen.com
Address	City	State	Zip Code
1391 Corporate Drive, Suite 203	McHenry	IL	60050

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)
- ☒ EXHIBIT E: Rubino Engineering Cost Proposal
- ☒ EXHIBIT F: BC 775
- ☒ EXHIBIT G: BC 776

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
 - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials, "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:

- (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
12. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee in Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
HR Green	42-0927176	\$82,934.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Rubino Engineering	80-0450719	\$6,084.00
Subconsultant Total		\$6,084.00
Prime Consultant Total		\$82,934.00
Total for all work		\$89,018.00

AGREEMENT SIGNATURES

Attest: The

Local Public Agency Type
City

 of

Local Public Agency
West Chicago

By (Signature & Date)

--

By (Signature & Date)

--

Local Public Agency

West Chicago

Local Public Agency Type

City

 Clerk

Title

Mayor

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

HR Green

By (Signature & Date)

--

Title

Senior Construction Project Manager

By (Signature & Date)

--

Title

Vice President

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
West Chicago	HR Green	DuPage	20-00085-00-RS

EXHIBIT A SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

HR Green anticipates that this project will begin in May of 2023 and will be completed by June 30, 2023 plus 10 working days. The man-hours provided for construction observation were based upon the time required to monitor the project based upon the contractor completing the project by June 30, 2023 plus 10 working days. Any additional work due to an extended schedule dictated by the contractor's performance or unanticipated work due to site conditions shall warrant a contract addendum.

The following is a breakdown of the various tasks associated with the construction observation which will be completed by HR Green:

A. Start Up

HR Green will complete a preconstruction video of the proposed construction area to document the existing conditions prior to the start of construction. HR Green will also utilize this time to prepare its filing system to meet IDOT documentation standards and incorporate information into IDOT's CMMS construction management system.

The project startup also allows HR Green time to review the plans and specifications prior to the start of the project. HR Green will ensure that the project details, construction timelines and any impacts that the project may create will be coordinated with the City prior to the start of construction. HR Green will also coordinate with the businesses within the construction corridor to ensure that the businesses are aware of the project, the project impacts and the construction timing.

HR Green will mark, measure and document contract removal payment items prior to the contractor starting work. HR Green anticipates a Construction Engineer will be on-site for approximately forty (40) hours to complete the above noted coordination and construction preparation. A total of a total of forty (40) hours have been allotted to complete the project start up.

B. Construction Observation

HR Green will provide Construction Observation Services on a time and material, not-to-exceed contract amount basis. HR Green will be on-site to observe that items being constructed and materials being utilized are in general conformance with the approved plans and specifications and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

HR Green will complete Inspector's Daily Reports (IDRs) and a daily diary, measure and document contract quantities, complete erosion and sedimentation control inspections, complete payment estimates, change orders, and weekly reports. Weekly reports will be submitted to IDOT, the contractor and the City. HR Green will verify that all materials incorporated into this project are IDOT approved and evidence of material inspection is in compliance with the Project Procedures Guide and Special Provisions of this contract. HR Green shall keep the City informed as to the progress of construction.

HR Green anticipated that the Construction Engineer will be on site for approximately forty (40) hours per week for nine (9) weeks (320 hours). A total of three hundred twenty (320) hours have been allotted for daily field construction observation for this project.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
West Chicago	HR Green	DuPage	20-00085-00-RS

C. Administration/Coordination

This task will involve the oversight of the project by management which will include the ongoing review of the project execution, documentation, schedule and budget, contract file management and general correspondence between HR Green, the City, the contractor, and subcontractors. HR Green has allotted eighteen (18) hours for the Senior Construction Project Manager to complete this task

D. Meetings

HR Green will attend the preconstruction meeting at IDOT with the City, the contractor and subcontractors. HR Green anticipates there will be three (3) additional construction progress meetings. A total of twenty four (17) hours have been allotted for the Senior Construction Project Manager to attend the IDOT preconstruction meeting, three (3) construction progress meeting and complete the agenda and meeting minutes for the construction progress meetings.

E. Project Close Out

HR Green anticipates approximately eighty (80) hours to complete the project closeout and final documentation for this project. This task includes the preparation of final job records, completion of punchlist, final payment estimate and final change order.

Quality Assurance Testing

Rubino Engineering will provide the Quality Assurance Material Testing Services for this project. Quality Assurance testing for asphalt and concrete shall be completed in accordance with IDOT QC/QA requirements.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
West Chicago	HR Green	DuPage	20-00085-00-RS

**EXHIBIT B
PROJECT SCHEDULE**

Anticipated Construction Start: May 1, 2023

Anticipated Construction Completion: July 2023 (June 30 plus 10 Working Days)

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
West Chicago	HR Green	DuPage	20-00085-00-RS

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☒
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☒
3	Was the scope of services for this project clearly defined?	☐	☒
4	Was public notice given for this project?	☐	☒

If yes Due date of submittal **10/27/22**

Method(s) used for advertisement and dates of advertisement

City Webpage, 10/6/2022 - 10/27/2022

5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☒
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☒
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☒

Project Criteria	Weighting
Proposed Project Staff	45%
Firm Experience on Similiar Projects	25%
Familiar with Local and State Requirements	10%
Proposed Work Load Capacity	10%
Firm's Work Load Capacity	10%

8	Do the written QBS policies and procedures discuss the method of selection?	☐	☒
---	---	--------------------------	-------------------------------------

Selection committee (titles) for this project

Mehul Patel, Public Works Director and Dave Shah, Assistant Public Works Director

Top three consultants ranked for this project in order	
1	HR Green
2	Thomas Engineering
3	ESI

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☒
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☒
11	Were acceptable costs for this project verified?	☐	☒
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☒
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☒
14	QBS according to State requirements used?	☐	☒
15	Existing relationship used in lieu of QBS process?	☒	☐

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
West Chicago	HR Green	DuPage	20-00085-00-RS
16 LPA is a home rule community (Exempt from QBS).			☒ ☐

Instructions for BLR 05530 - Page 1 of 3
Form instructions are not to be submitted with the form

This form shall be used for a Local Public Agency (LPA) to enter into an agreement with an Engineering firm in connection with a project funded with Federal, State, and/or Motor Fuel Tax (MFT) funds. Based on the selection of type of engineering agreement and funding type, the form will change. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual.

This form can also be used for structure inspections.

When filing out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Using Federal Funds?	The user must select yes or no. Based on the selection, a drop-down menu will appear. The language of the form changes based on the selection. Selecting yes indicates federal funds will be used to fund all or a portion of the engineering for this phase of this project. Selecting no indicates no federal funds will be used to fund any engineering for this phase of the project.
Agreement For	If yes was selected for using Federal Funds, select Federal PE or Federal CE from the drop-down. If no was selected for using Federal Funds, select MFT PE, MFT CE, or MFT PE-CE.
Agreement Type Number	From the drop down, select the type of agreement, types to choose from are: Original or Supplemental If the agreement is for a supplemental, insert the number of the supplemental using number 1 for the first supplemental, and increase the numbering as the supplementals increase.
Local Public Agency	
Local Public Agency	Insert the name of the LPA. This field value is used to populate the LPA name in the Agreement Signatures and the Exhibit pages.
County	Insert the name of the county in which the LPA is located.
Section Number	Insert the section number applied to this project without dashes, dashes are automatically inserted.
Job Number	Insert the job number assigned for the project, if applicable.
Project Number	Insert the project number assigned for this project, if applicable.
Contact Name	Insert the name of the LPA contact for this project.
Phone Number	Insert the phone for the LPA contact listed to the left without dashes.
Email	Insert the email for the LPA contact listed to the left.
Section Provisions	
Location	Use the add location button to add additional locations, if needed, for up to a total of five locations. If there are more than five locations, use various.
Local Street/Road Name	Insert the local street/road name.
Key Route	Insert the key route of the street/road listed to the left, if applicable.
Length	Insert the length in miles as it pertains to the location listed to the left. For a structure insert 0.01.
Structure Number	Insert the existing structure number(s) for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Add Location	Use this button to add additional location.
Remove Location	Use this button to remove a location added in error. Please note that at least one location is required.
Project Description	Insert a description of the work to be accomplished by this project.
Engineering Funding	Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other." The form will change based on the box(es) checked.
Anticipated Construction Funding	Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other."

Instructions for BLR 05530 - Page 2 of 3

Agreement For	Select the check box for the type of engineering the agreement is for. Phase I for Preliminary Engineering, Phase II for Design Engineering, Phase III for Construction Engineering. When Federal Funds are used, Phase I and Phase II can be selected when the agreement is for Federal PE. When Federal CE is selected, only Phase III can be selected. For MFT, the Phases can be selected based on the original selection at the top of the form for the agreement type.
Consultant	
Primary Consultant (Firm) Name	Insert the name of the primary consultant firm that will be executing this agreement. This field value is used to populate the consultant name in the Agreement Summary, Agreement Signatures and the Exhibit pages.
Contact Name	Insert the name of the contact for the firm listed to the left.
Phone Number	Insert the phone number for the contact listed to the left, without dashes.
Email	Insert the email of the contact listed to the left.
Address	Insert the address of the firm listed to the left.
City	Insert the city of the firm listed to the left.
State	Insert the state of the firm listed to the left.
Zip Code	Insert the zip code of the firm listed to the left.
Agreement Exhibits	Check all that apply, for boxes checked that do not have a description, insert the name of the exhibit.
Exhibit A	Insert the scope of services covered by this agreement/ project. This exhibit is required.
Exhibit B	Insert the project schedule that applies to this agreement/ project. This exhibit is required.
Exhibit C	Qualification Based Selection (QBS) Checklist process must be followed when the value of engineering will meet and/or exceed the threshold in 50 ILCS 510. If the process does not apply, check the form not applicable checkbox on the top of the exhibit page. If the process applies and using federal funds, complete items 1 through 13. If the process applies and using state funds, complete items 14 through 16.
Exhibit D	Cost Plus Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514). If the method of compensation was checked (under LPA Agrees item 4) as Cost Plus Fixed Fee (Anniversary Raise or Fixed Raise) in the agreement, then this exhibit is required and the correct BLR form: BLR 05514 for Fixed Raise or BLR 05513 for Anniversary Raise.
Exhibit	Use the remaining boxes and lines to add additional exhibits as needed.
LPA Agrees	
Method of Compensation	Select the method of compensation for this agreement by checking the applicable box. If Percent is checked (this is only available when agreement is for MFT funds.), insert in the box the applicable percentage. If Lump Sum is checked, complete the box after lump sum showing the lump sum compensation amount. For agreements funded with federal funds the lump sum shall be determined by using the Cost Plus Fixed Fee formula. If Specific Rate is checked, insert the specific rate in the box. The specific rate cannot exceed \$150,000. For a federal project this is limited to testing services only. If Cost Plus Fixed Fee is checked, select the type of raise the agreement will use: Anniversary or Fixed. If this method is selected, BLR 05513 or BLR 05514 must be included in the exhibits.

Instructions for BLR 05530 - Page 3 of 3

Agreement Summary

Prime Consultant (Firm) Name	Field populated from the Prime Consultant (Firm) Name entered on the first pages of the agreement.
TIN/FEIN/SS	Insert the Prime Consultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount.
Subconsultant(s)	As applicable, insert the name of each subconsultant engaged in this agreement/ project. Subconsultants are defined as any firm that is required to complete a Cost Estimate of Consultant Services (CECS) Worksheet.
TIN/FEIN/SS	Insert the Subconsultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount for the subconsultant listed to the left.
Add Subconsultant	If additional lines are needed for additional subconsultants, insert lines as needed and complete the required information.
Subconsultant Total	This field is automatically completed, it is the sum of all the agreement amounts for all subconsultants listed.
Prime Total	This field is automatically completed, it is the amount of the prime consultant fee as listed above.
Total for All	This field is automatically completed, it is the sum of the subconsultant and the prime total.

Agreement Signatures

Executed by LPA

Local Public Agency Type	From the drop down, select the type of LPA. Types to choose from are: City, County, Town, or Village.
Local Public Agency	Field populated from the Local Public Agency entered on the first pages of the agreement.
By	The LPA clerk will sign here.
By	The LPA official authorized to sign this agreement will sign and date here.
Seal of LPA	The LPA will seal the document here.
Title	Insert the title of the LPA official who signed above.

Executed by the Engineer

Prime Consultant (Firm) Name	Field populated from the Prime Consultant (Firm) Name entered on first pages of the agreement.
By	The person(s) authorized to sign this agreement from the engineering firm will sign and date here.
Title	Insert the title of the person signing above.

For Agreement using MFT or State Funds only:

Regional Engineer	Upon approval the Regional Engineer will sign and date here.
-------------------	--

A minimum of four (4) signed originals must be submitted to the Regional Engineer's District office.

Following approval, distribution will be as follows:

- Central Office (only for Projects using State and/or Federal Funds)
- District
- Engineer (Municipal, Consultant or County)
- Local Public Agency Clerk



CLASSIC LANDSCAPE LTD.

3 N 471 Powis Road • West Chicago, Illinois 60185
630.513.1313 • Fax: 630.513.9444
www.classiclandscapeltd.com

11/16/2022
City of West Chicago
Attn: Mehul Patel
475 Main Street
West Chicago, IL 60185

Mr. Mehul Patel

Classic Landscape Ltd. agrees to extend the 2022 ROW Maintenance Program for the City of West Chicago at 2022 contract prices for 2023.

Best Regards,

Jeff Engvall
General Manager