

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

INFRASTRUCTURE COMMITTEE

**Thursday, February 4, 2021
7:00 P.M. – Committee Room A**

During the COVID-19 Pandemic, those wishing to attend public meetings of the Infrastructure Committee are welcome to do so at City Hall. You may attend in person and listen to the audio of the meeting, or via teleconference from home or another location on the Zoom app. Downloading Zoom from zoom.us will provide the audio link to the meeting. Anyone wishing to provide comment on a topic or an agenda item may address the Infrastructure Committee by 4:00 p.m. the day of the meeting. You may do so by either an online form on the City's website, email to publicworks@westchicago.org, or voicemail message at (630) 293-2255. Your comment to the Infrastructure Committee will be read during the Public Participation portion of the agenda.

**Meeting ID: 814 5536 1003
Password: 457088**

AGENDA

1. Call to Order, Roll Call, and Establishment of a Quorum
2. Approval of Minutes
 - A. Infrastructure Committee of December 3, 2020
3. Public Participation / Presentations
4. Items for Consent
 - A. Purchase of Three 2021 Ford Utility AWD Police Interceptor Vehicles – Haggerty Ford, West Chicago, Illinois
 - B. Purchase of One 2021 John Deere 544 P-Tier 4WD Wheel Loader with High Lift Plus Z-Bar and Appurtenances from West Side Tractor Sales of Lisle, Illinois
 - C. Ordinance No. 21-O-0005 - Amending Chapter 17-TRAFFIC, Article XVII.-Schedules of Designated Streets, Division 8.-Truck Routes, Section 17-201.-Designated; Compliance Required, and Section 17-202.- Class II Truck Routes Designated, of the Code of Ordinances
 - D. Ordinance No. 21-O-0006– Authorizing the Disposal of Surplus Equipment, Stock Inventory, and/or Personal Property Owned By the City Of West Chicago
 - E. Resolution No. 21-R-0006 – Engineering Resource Associates, Inc. - Professional Engineering Services Agreement to Provide Environmental Assessment and Hydraulic Modeling Services Related to the 2024 Town Road Reconstruction Project
 - F. Resolution No. 21-R-0007 - Steve Piper and Sons, Inc. – Contract Award for the 2021 Tree Removal Program

- G. Resolution No. 21-R-0008 – A Resolution for Maintenance of Streets and Highways by the City of West Chicago Relating to Fiscal Year 2021 MFT Estimate of Maintenance Costs
- H. Resolution No. 20-R-0009 – Contract Award – JACOBS for Professional Services Related to the Rehabilitation of the Secondary Clarifiers at the West Chicago/Winfield

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

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

Draft

MINUTES INFRASTRUCTURE COMMITTEE

December 3, 2020 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 present in-person, and Aldermen Heather Brown, Sandra Dimas, Matt Garling, Alton Hallett, Noreen Ligino-Kubinski, and Jeanne Short present via Zoom teleconference.

Staff present in-person included Director of Public Works Robert Flatter. Administrative Assistant Ashley Heidorn was present via Zoom teleconference. Mayor Pineda has determined that in-person meetings are not practical and prudent.

2. **Approval of Minutes**

A. **Infrastructure Committee Minutes of November 5, 2020.** Alderman Brown made a motion, seconded by Alderman Ligino-Kubinski to approve the Meeting Minutes of November 5, 2020.

Roll call was taken. Voting Yea: Aldermen Beifuss, Brown, Dimas, Garling, Hallett, and Ligino-Kubinski. Voting Nay: 0. Abstaining: Alderman Short.

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

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

C. Resolution No. 20-R-0074 – Contract Amendment No. 1 - Procurement of Coarse and Fine Aggregate Material Delivered For Fiscal Year 2021

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

5. **Items for Discussion.**

4.A. **Procurement of Organic Enhanced Salt Brine Blend Liquid for Roadway Anti-Icing and Road Salt Pre-Wetting from Gasaway Distributors, Inc.** Alderman Dimas inquired if it

would be possible to purchase the raw materials to make the brine in-house and potentially save money. Mr. Flatter explained that it is possible to make the brine in-house, but it would cost approximately \$150,000.00 to purchase a Salt Brine Manufacturing Tank. Mr. Flatter and other Public Works Directors have discussed purchasing and sharing a portable Salt Brine Manufacturing Tank, but such does not seem realistic and could create coordination problems (e.g., who would be responsible for repairs, who gets the tank and when, where would the tank be stored during the summer months, etc.). It would also be difficult to find and store the organic component necessary to mix with the salt brine. Currently the City orders a 70/20/10 percent mixture (i.e., 70% Salt Brine + 20% Organic (Beet Juice) + 10% Calcium Chloride). Mr. Flatter also expressed that if given the choice it would be his preference to put money towards new plow trucks rather than a Salt Brine Manufacturing Tank. **Alderman Dimas made a motion, seconded by Alderman Garling to approve.**

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

4.B. Change Order No.1 & Final - 2020 Emerald Ash Borer Insecticidal Treatment Program. Alderman Dimas inquired how many trees the Program started with, because based on having 1,242 trees left to treat, she wondered if it would be more cost effective to replace the remaining trees or continue to treat them. Mr. Flatter indicated that the Program began with roughly 1,900 trees. Some of the trees lost since then were due to storm damage, and others were beyond saving from the beginning due to Emerald Ash Borer (EAB) damage. In addition to the costs associated with removal and replacement, there is also the loss of the tree canopy that should be considered. Additionally, there is a risk that other diseases could damage or kill other species of potential replacement trees, such as fire blight, which has affected pear trees throughout the City. Mr. Flatter feels that continued EAB insecticidal treatments are the best option. **Alderman Dimas made a motion, seconded by Alderman Hallett to approve.**

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

4.D. Resolution No. 20-R-0076 – Contract Award – Donohue & Associates, Inc. – Phosphorous Removal Pilot Study for the West Chicago/Winfield Wastewater Authority Regional Wastewater Treatment Plant. Alderman Brown requested an overview of the Resolution. Mr. Flatter gave a summary of the Agenda Item, explained EPA permit requirements, and explained involvement with and formation of the DuPage River Salt Creek Work Group. He indicated that Donohue & Associates, Inc. would review and evaluate the current facilities and operations at the West Chicago/Winfield Wastewater Authority Regional Wastewater Treatment Plant (WWTP) to determine potential improvements required and associated costs for nitrogen and phosphorus removal compliance. This would then help the City determine if it is more cost effective to participate in the DuPage River Salt Creek Workgroup and continue to pay Project Funding Assessments, or make necessary compliance upgrades to the WWTP. **Alderman Brown made a motion, seconded by Alderman Dimas to approve.**

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

6. Unfinished Business. None.

7. New Business. Alderman Short inquired about the anticipated timeline for street resurfacing in Ward 6. Mr. Flatter explained that the Capital Improvement Plan presented to the Infrastructure Committee in November includes a five-year Street Improvement Program, which should address some areas of concern. Alderman Short inquired about several side streets in Ward 6, and Mr. Flatter indicated that about half of them are scheduled to be repaired in 2021 with Community Development Block Grant (CDBG) funding.

8. Reports from Staff. None.

9. Adjournment. At 7:52 P.M., Alderman Dimas made a motion to adjourn, seconded by Alderman Brown. Roll call found the vote unanimous for approval.

Respectfully submitted,

Ashley Heidorn
Administrative Assistant of Public Works

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Purchase of Three 2021 Ford Utility AWD Police
Interceptor Vehicles – Haggerty Ford, West Chicago,
Illinois

AGENDA ITEM NUMBER:4.A.**COMMITTEE AGENDA DATE:** February 4, 2021**COUNCIL AGENDA DATE:** February 15, 2021**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE****APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE****ITEM SUMMARY:**

For FY 2021, the Police Department has planned and budgeted for the replacement of one 2014 Chevrolet Caprice (black and white marked patrol units) and two 2015 Ford Utility (Ford Explorer) AWD Police Interceptor vehicles (black and white marked patrol units) with three 2021 Ford Utility AWD Police Interceptors (Ford Explorers).

To allow local vendors an opportunity to quote on the 2021 Ford Utility Police Interceptor, in September 2020, the City of West Chicago solicited price quotes from twelve Ford dealerships in Illinois. These dealerships included eight local Ford dealerships, two Ford dealerships that previously held State of Illinois contracts (i.e., dealerships from Taylorville, Illinois and Springfield, Illinois), one Ford dealership from Greenfield, Illinois that holds the current State of Illinois contract, and one Ford dealership from Frankfort, Illinois that holds the Suburban Purchasing Cooperative (SPC) Joint Purchasing Program contract. From our request, only five dealerships responded:

- Haggerty Ford, West Chicago, Illinois - \$34,084.00 each.
- Packey Webb Ford, Naperville, Illinois - \$34,149.00 each.
- Currie Motors Fleet, Frankfort, Illinois (SPC Program) – \$34,492.00 each.
- Hawk Ford of St. Charles, St. Charles, Illinois - \$35,124.00 each.
- Joe Cotton Ford, Carol Stream, Illinois - \$36,049.00 each.

Haggerty Ford has recently acknowledged that it will honor the above referenced pricing until Ford reveals a production cut-off date; which typically occurs in late March/early April, but has not been declared yet.

Based on comparable pricing received, staff recommends ordering the three 2021 Ford Utility AWD Police Interceptor vehicles for the Police Department from Haggerty Ford in West Chicago, Illinois, for an amount not to exceed \$102,252.00 (\$34,084.00 each).

Vehicles will be purchased from the Capital Equipment Replacement Fund (04-34-39-4804) in which \$105,800.00 has been budgeted in FY 2021 for these replacement vehicles. Necessary appurtenances/equipment (i.e., lights, sirens, decals, radios, computers, protective screens/cages, etc.) will be installed by a third party after the City of West Chicago takes delivery of the units (estimated to cost an additional \$12,000.00 per vehicle).

CITY OF WEST CHICAGO

ACTIONS PROPOSED:

That the West Chicago City Council authorize the purchase of three 2021 Ford Utility AWD Police Interceptor vehicle, for a cost not to exceed \$102,252.00, from Haggerty Ford, West Chicago, Illinois and authorize the City Administrator to contract with a third-party to install the necessary appurtenances/equipment for those three vehicles at an estimated cost of \$36,000.

COMMITTEE RECOMMENDATION:

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Purchase of One 2021 John Deere 544 P-Tier 4WD Wheel Loader with High Lift Plus Z-Bar and Appurtenances from West Side Tractor Sales of Lisle, Illinois.

AGENDA ITEM NUMBER: 4.B.**COMMITTEE AGENDA DATE:** February 4, 2021**COUNCIL AGENDA DATE:** February 15, 2021**STAFF REVIEW:** Robert E. Flatter, P.E., 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 2021, the Public Works Department has planned and budgeted for the purchase of one 2021 John Deere 544 P-TIER 4WD Wheel Loader with High Lift Plus Z-bar, quick coupler and appurtenances, JRB 4in1 3.0 cubic yard bucket, JRB 5 cubic yard snow bucket, Monroe 12' snow plow, Pro Tech 14' snow pusher box, and LoadRite L2180 Scale System from West Side Tractor Sales of Lisle, Illinois. Wheel loaders are utilized daily by personnel in the Public Works Department for various reasons, including, but not limited to excavation, material hauling, debris removal, landscaping, loading of salt, and snow removal operations (i.e., push backs, drifts, haul outs, downtown area, cul-de-sacs, etc.).

For 2021, John Deere holds a joint purchasing contract under the Sourcewell Cooperative Contracting Program (formerly National Joint Powers Alliance (NJPA) Program) with West Side Sales of Lisle, Illinois, being the local authorized John Deere vendor for our area. The City of West Chicago is a member of the Sourcewell Program. Sourcewell is a municipal cooperative contracting agency that provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting law for use by education, government, and non-profits.

With wheel loader, equipment, and attachments specified by the City, John Deere submitted a price quote of \$243,437.46 under the Sourcewell program (Cooperative Contract #032515-JDC). The government discount offered through the Sourcewell program is forty-one percent (41%) below list price, with additional discounts offered from JRB, Monroe, and West Side Tractor Sales on equipment and attachments.

Associated with the above referenced wheel loader purchase, staff desires to trade-in a 2000 CASE 580 SL II combination tractor no longer utilized by the City. West Side Tractor Sales has quoted a trade-in value of \$17,000.00 for the 2000 CASE 580 SL II combination tractor, resulting in a total purchase price of \$226,437.46 for the 2021 John Deere 544 P-TIER 4WD Wheel Loader and appurtenances, equipment, and attachments.

The wheel loader, equipment, and attachments will be purchased from the Capital Equipment Replacement Fund (04-34-39-4804) in which \$241,600.00 has been budgeted in FY2021.

ACTIONS PROPOSED:

That the West Chicago City Council authorize the purchase of one 2021 John Deere 544 P-TIER 4WD Wheel Loader with High Lift Plus Z-bar, quick coupler and appurtenances, JRB 4in1 3.0 cubic yard bucket, JRB 5 cubic yard snow bucket, Monroe 12' snow plow, Pro Tech 14' snow pusher box, and LoadRite L2180 Scale System from West Side Tractor Sale of Lisle, Illinois, for an amount not to exceed \$226,437.46.



JOHN DEERE



**JAKE WHITEAKER
CITY OF WEST CHICAGO
FINANCE DEPT
WEST CHICAGO, IL
6302932200**

January 28, 2021

2021 John Deere 544 P 4WD Loader

SOURCEWELL Cooperative Contract 032515-JDC.

All the prices in the detailed sections are Per machine basis.

Machine Configuration

Code	Description	Qty	Unit Price
6030DW	544 P-TIER 4WD LOADER	1	208,812.91
	Standard Equipment		
	POWER TRAIN:		
	5 Speed Transmission with Lock-Up	STD	-
	Torque Converter	STD	-
	Electronically Controlled Fully	STD	-
	Automated Shift System	STD	-
	Quick Shift Button on Loader	STD	-
	Control Lever with 2 Selectable	STD	-
	Modes	STD	-
	Automatic / Manual Shift Modes	STD	-
	Programmable Maximum High Gear	STD	-
	Adaptive Clutch-Cutoff	STD	-
	Clutch Calibration Engaged from	STD	-
	Monitor	STD	-
	100% Locking Front and Conventional	STD	-
	Rear Differentials with Inboard	STD	-
	Mounted Heavy Duty Planetary Gears	STD	-
	Heavy Duty Self Adjusting Front and	STD	-
	Rear Power Brakes	STD	-
	Electrically Actuated Automatic	STD	-
	Spring Applied, Hydraulically	STD	-
	Released, Wet Multi-Disc Park Brake	STD	-
	Transmission Fill Tube and Sight	STD	-
	Gauge	STD	-
	2000 Hour Transmission Filter	STD	-
	COOLING:	STD	-
	Quad-Cool System:	STD	-

Heavy Duty, Trash Resistant	STD	-
Radiator and High Ambient Cooling	STD	-
Package	STD	-
2 Side access to all Coolers	STD	-
Cooling System isolated from Engine	STD	-
Compartment	STD	-
Engine Radiator	STD	-
Integral Engine Oil Cooler	STD	-
Hydraulic Oil Cooler (Oil to Air)	STD	-
Transmission Oil Cooler (Oil to	STD	-
Air)	STD	-
Charge Air Cooler (Air to Air)	STD	-
Coolant Recovery Tank	STD	-
Antifreeze, -34F (-37 C)	STD	-
Cool-on Demand Swing out Fan	STD	-
Enclosed Fan Safety Guard	STD	-
HYDRAULICS:	STD	-
Pressure compensating Load Sensing	STD	-
Hydraulic System	STD	-
2 Function Hydraulic Joystick with	STD	-
FNR Control	STD	-
In Cab Adjustable Automatic Boom	STD	-
Height Kickout / Return To Carry	STD	-
to Dig	STD	-
Hydraulic Function Enable/ Disable	STD	-
Hydraulic Reservoir with Sight	STD	-
Gauge and Fill Strainer	STD	-
Hydraulic Diagnostic Ports	STD	-
4000 Hour In-Tank Filter	STD	-
ELECTRICAL:	STD	-
24 Volt Electrical System	STD	-
Solid State Electrical Power	STD	-
Distribution System	STD	-
(2) Heavy Duty Batteries - each 950	STD	-
Cold Cranking amps/190 minute	STD	-
Reserve Capacity	STD	-
Lockable Master Electrical	STD	-
Disconnect Switch	STD	-
Battery Terminal Safety Covers	STD	-
Pre-wired for Beacon/Strobe Light	STD	-
Lights:	STD	-
(2) Halogen Driving Lights with	STD	-
Guards	STD	-
(4) Front and (2) Rear Work Lights	STD	-
LED Turn Signals and Flashers	STD	-
LED Stop and Tail Lights	STD	-
Horn, Electric	STD	-

Reverse Warning Alarm	STD	-
Voltage Converter for 24V to 12V /	STD	-
8 Amps	STD	-
Multi-Function / Multi-Language LCD	STD	-
Color Monitor includes:	STD	-
DIGITAL INSTRUMENTS	STD	-
ANALOG Display:	STD	-
Hydraulic Oil Temperature	STD	-
Engine Coolant Temperature	STD	-
Transmission Oil Temperature	STD	-
Engine Oil Pressure	STD	-
DIGITAL Display:	STD	-
Engine RPM	STD	-
Transmission Gear / Direction	STD	-
Indicator	STD	-
Hour Meter	STD	-
Fuel Level	STD	-
DEF Level	STD	-
Speedometer	STD	-
Odometer	STD	-
Outside Temperature	STD	-
Indicator Lights for Standard and	STD	-
Selected Options	STD	-
Indicator Lights for Amber Caution	STD	-
and Red Stop	STD	-
Operator Warning Messages	STD	-
BUILT-IN DIAGNOSTICS:	STD	-
Diagnostic Code Details	STD	-
Sensor Values	STD	-
Calibrations	STD	-
Individual Circuit Tester	STD	-
MENU DISPLAY:	STD	-
Codes	STD	-
Machine Settings	STD	-
Diagnostics	STD	-
Monitor Settings	STD	-
OPERATOR'S STATION:	STD	-
ROPS Quiet Cab with Heater and Air	STD	-
Conditioning	STD	-
Defroster and Pressurizer	STD	-
Front and Rear Intermittent	STD	-
Windshield Wipers and Washers	STD	-
(1) Inside and (2) Outside Rear	STD	-
View Mirrors	STD	-
Right Side Opening Windows	STD	-
Sun Visor	STD	-
Keyless Start with Multiple	STD	-

	Security Modes	STD	-
	Sealed Switch Module with Function	STD	-
	Indicators	STD	-
	Seat with Back Rest Extension, Deep	STD	-
	Foam, Fabric Cover, Adjustable Air	STD	-
	Suspension for Weight/Height with	STD	-
	Fore-Aft Adjustment, and Adjustable	STD	-
	Arm Rests	STD	-
	Hydraulic Controls Integrated to	STD	-
	Seat	STD	-
	3 Inch High Visibility Blaze Orange	STD	-
	Seat Belt with Retractor	STD	-
	(2) Cup Holders	STD	-
	Lunch box (Cooler) Holder	STD	-
	LED Dome and Reading Light	STD	-
	12 Volt Power Port	STD	-
	Rubber Floor Mat	STD	-
	Tilt Steering Column	STD	-
	Textured Steering Wheel with	STD	-
	Spinner Knob	STD	-
	Operator's Manual Storage	STD	-
	Compartment	STD	-
	(2) Outside and (1) Inside Rear	STD	-
	View Mirrors	STD	-
	Left Side Operator Station Access	STD	-
	Slip-Resistant Steps and	STD	-
	Ergonomically Located Handholds	STD	-
	Overall Vehicle:	STD	-
	NeverGrease Rear Axle Oscillation	STD	-
	Joints	STD	-
	Front and Rear Tie Downs	STD	-
	Front Fenders	STD	-
	Rear Hitch with Locking Pin	STD	-
	Articulation Locking Bar	STD	-
	Boom Locking Bar	STD	-
	40 Degree Steering Articulation to	STD	-
	Each Side with Rubber Cushion Stops	STD	-
	on Frame	STD	-
	Vandal Protection With Lockable	STD	-
	Engine Enclosures, Right	STD	-
	Counterweight Compartment, Battery	STD	-
	Box, Filler Access for	STD	-
	Radiator/Fuel/Hydraulic/Transmission	STD	-
	Service Steps and Handholds	STD	-
	Storage Compartment	STD	-
	Fuel Tank Fill Strainer	STD	-
	Heavy Duty Fuel Tank Guard	STD	-

	Ground Level Fueling and DEF	STD	-
	Less Tires and Wheels	STD	-
924	JD POWERTECH ENGINE	1	19,884.87
1010	STANDARD WHEEL LOADER	STD	-
1120	5 SP TRANSMISSION W/ LOCK UP	STD	-
1217	140 AMP ALTERNATOR	1	352.21
1310	FLAT BLACK CURVED STACK	STD	-
1430	ENGINE AIR INTAKE SYSTEM W CENTRIFUGAL CLEANER	1	677.01
1520	AUTOMATIC REVERSING FAN DRIVE	1	1,674.75
1610	FUEL TANK W STD FILTER	STD	-
170C	JDLINK ULT 5 YEAR SERVICE	STD	-
1910	PREMIUM CAB WITH AC AND HEATER	1	(519.68)
1945	7" Monitor w Dedicated rear display	1	1,782.00
1970	HYDRAU HYDRAULIC FLUID	STD	-
2026	HIGH-LIFT PLUS Z-BARLOADER LINKAGE (PARALLEL	1	6,598.00
2120	STEERING WHEEL ONLY	STD	-
2240	PREMIUM SEAT WITH HIGH-WIDEBACK AND HEADREST E	1	1,314.43
2360	JOYSTICK CONTROLS	STD	-
2404	4 FUNCTION -JOYSTICK WITH F-N-R AND INTEGRATED 3	1	4,294.47
2510	RIDE CONTROL, AUTOMATIC WITH MONITOR-ADJUSTA	1	4,075.23
2605	ENGLISH DECALS & MANUALS	1	-
2730	24- TO 12-VOLT 30 AMP CONVERTER AND 76-MM (3IN.) CA	1	268.98
2890	NO PAYLOAD SCALE NO COUNTER	STD	-
3049	REAR LOCKING DIFFERENTIAL (FRONT STD)	1	2,489.80
3110	AUTOMATIC DIFFERENTIAL LOCK	1	1,450.44
4421	20.5R25 L3 1STAR MI-3PC RADI	1	19,315.45
5560	FENDERS, FRONT AND REAR FULL WIDTH WITH MUDFL	1	2,847.08
5620	RIGHT-SIDE SERVICE STEPS AND HANDRAILS (LEFT STD)	1	933.80
5760	60" WIDE FORK FRAME	STD	6,100.00
5780	60" CONSTRUCTION TINES	STD	1,550.00
7140	PREMIUM LED LIGHT PACKAGE	1	1,470.74
8220	REAR HITCH & COUNTERWEIGHT	STD	-
8240	REAR CAMERA ONLY	STD	-
8298	NO STROBE BEACON OR BRACKET	STD	-
8350	HEATED OUTSIDE MIRRORS WITH REMOTE	1	722.68
8370	PREMIUM AM/FM/WB RADIO WITH BLUETOOTH, REMOT	1	862.75
8450	AC CHARGE	STD	-
8560	WORKSITE PRO HYDRAULIC COUPLER ACCEPTS JRB	1	5,600.77
8850	CUTTING EDGE BOLT ON - SHORT	1	888.13
8900	BUCKET - 2.5 CUBIC YARD	1	6,131.62
9050	WHEEL SPIN CONTROL SYSTEM	1	497.35
9065	AXLE AND SERVICE BRAKE COOLERS	1	2,207.63
9410	GUARDS-TRANSMISSION & BOTTOM	1	1,966.06
9210	ELECTRICAL CORROSION PREVENTION PACKAGE	1	1,425.00
9240	ENGINE COMPARTMENT LIGHT	1	180.00
9015	ENGINE BLOCK HEATER	1	243.00
9115	POWERED CAB AIR PRE CLEANER	1	945.00

	List Price	\$ 307,042.40
	Discount 41%	\$ 125,887.38
	Net Price	\$ 181,155.02

Custom Jobs

Code	Description	Qty	Price
	Dlr provide Pre-Delivery Inspection, Supplies and Fuel Fill	1	1,550.00
	Delivery to Customer yard (WAIVED PER CM)	1	-
Ext Warranty	3 yr 3,000 hour Comprehensive Warranty	1	2,679.00
Parts	Service and Test CD	1	1,244.00
Parts	Additional Owners Manual	1	115.00
JRB	5.0 YD SNOW BUCKET	1	9,962.35
JRB	3.0 YD JRB MP Bucket	1	15,776.35
LOADRITE	L-2810 Scale (Istalled, Callibrated	1	9,566.00
MONROE	12' HYD.PLOW (MP41R12-ISCT-JD-HD)	1	10,476.00
PRO TECH	14' PRO TECH PUSH BOX SP14L	1	8,826.53
Total Price			\$ 60,195.23

Quote Summary (per unit)

Item Description	Prices
Machine Net Price	\$ 181,155.02
Custom Jobs	\$ 60,195.23
Price per Machine	\$ 241,350.25
Destination	Freight Charge
Lisle, IL 60532	\$ 2,087.22

Total Net Price Quantity (1) \$ 243,437.46

Less Trade-in

2000 Case 580 SL II with 2048 hours	17,000.00
Net Price less Trade-Ins	\$ 226,437.46

Warranty Terms

544 P includes • Full Machine 12 Month -Unlimited Hour Warranty

Remarks:

Please note that this quote is valid for 30 days. Purchase cards are accepted -- a 3% transaction fee will

Chris Mazzoni - Sales Representative West Side Tractor Sales - (847) 526-7700 • Fax (847) 526-3565 -

CITY OF WEST CHICAGO

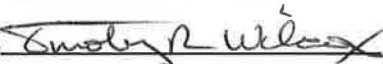
INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Ordinance No. 21-O-0005 - Amending Chapter 17-TRAFFIC, Article XVII.-Schedules of Designated Streets, Division 8.-Truck Routes, Section 17-201.-Designated; Compliance Required, and Section 17-202.- Class II Truck Routes Designated, of the Code of Ordinances

AGENDA ITEM NUMBER:4.C.**COMMITTEE AGENDA DATE:** February 4, 2021**COUNCIL AGENDA DATE:** February 15, 2021

STAFF REVIEW: Timothy Wilcox, Assistant Director of Public Works

SIGNATURE

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE**ITEM SUMMARY:**

In 2020 the Illinois Department of Transportation (IDOT) distributed Circular Letter 2020-01 entitled "Elimination of Class III Truck Routes" which identified changes to the classification of truck routes in Illinois as a result of Public Act 101-0328. Per said Public Act, effective January 1, 2020, State and Local Highway Class III truck routes were eliminated, Local Preferred Truck Routes were eliminated, State and Local Class II Truck Routes were combined, and State and Local Non-Designated Truck Routes were also combined. Only three different classifications remained: 1) Class I (Interstates, Expressways, Tollways), 2) Class II (State and Local Designated Highways with at least 11 foot lanes), and 3) Non-Designated (all other State and Local Highways). Circular Letter 2020-01 also indicated that local agencies are required by statute to report all Class II Truck Routes to IDOT and should provide/report to IDOT any Ordinances or Resolutions prohibiting the operation of vehicles on its Non-Designated Highway system.

A review of Chapter 17-TRAFFIC, Article XVII.-Schedules of Designated Streets, Division 8.-Truck Routes, Section 17-201.-Designated; compliance required, and Section 17-202.- Class II truck routes designated of the City Code of Ordinance identified a number of revisions required to bring both Sections of the Code up to date with current conditions. Staff's proposed revisions are identified in the attached Ordinance and are generally summarized below:

1. Within Section 17-201, the specific list of City streets identified with a 5-ton weight limit will be deleted and replaced with a blanket statement relating to all streets; it shall read "It shall be unlawful for any person to operate a truck in excess of five (5) tons of weight, unless making a delivery thereon, upon any City street". Exceptions will be noted in Section 17-202. - Class II truck routes designated. This will eliminate the need for future Ordinance revisions to Section 17-201 when streets are incorporated into the City due to new development or annexations.
2. Section 17-202 will be revised to identify all Class II Truck Routes on City-owned streets and eliminate reference to any street not under City jurisdiction. Examples of these proposed changes include removing Kautz Road which, is now under the jurisdiction of the City of Geneva (but yet owned by the City), removing the section of Hawthorne Lane between Powis Road and Kress Road which is DuPage County's jurisdiction, and removing Washington Street east of Neltor Boulevard (IL Route 59) which is also DuPage County's jurisdiction.

CITY OF WEST CHICAGO

ACTIONS PROPOSED:

Approve Ordinance No. 21-O-0005 amending Chapter 17-TRAFFIC, Article XVII.-Schedules of Designated Streets, Division 8.-Truck Routes, Section 17-201.-Designated; Compliance Required, and Section 17-202.- Class II Truck Routes Designated, of the Code of Ordinance.

COMMITTEE RECOMMENDATION:

ORDINANCE NO. 21-O-0005

**AN ORDINANCE AMENDING CHAPTER 17, SECTIONS 17-201, AND 17-202 OF THE
CODE OF ORDINANCES OF THE CITY OF WEST CHICAGO**

BE IT ORDAINED by the City Council of the City of West Chicago, Illinois, in regular session assembled, that the City Code is amended as follows:

SECTION 1. That Chapter 17, Sections 17-201, and 17-202 of the Code of Ordinances of the City of West Chicago are hereby deleted in their entirety and the following language shall be substituted:

Sec. 17-201. Designated; compliance required.

It shall be unlawful for any person to operate a truck in excess of five (5) tons of weight, unless making a delivery thereon, upon any City street*:

**Exceptions noted in Sec. 17-202*

Sec. 17-202. Class II truck routes designated.

It shall be unlawful for any person to operate a truck exceeding the size and weight limitations for a Class II Highway as defined in the Illinois Compiled Statutes 625 ILCS 5/15 on the following streets:

Arthur Drive

Atlantic Drive

North Aurora Street – from the north right-of-way line of Washington Street to 120 feet north

Blackhawk Drive

Carolina Drive

Charles Court

Commerce Drive

Conde Street - from the west right-of-way of Neltner Boulevard (IL Route 59) to 1,100 feet west

Discovery Drive

Downs Drive
Enterprise Circle

Fenton Lane

Fremont Street - between Washington Street and Grand Lake Boulevard

Grand Lake Boulevard - between Fremont Street and the west end of Grand Lake Boulevard

Harvester Road

Hawthorne Lane - between Powis Road and Atlantic Drive

Helena Drive

Howard Drive

Industrial Drive

Innovation Drive

Kress Creek Drive

Main Street - between Neltnor Boulevard (IL Route 59) and Washington Street

Northwest Avenue

Nuclear Drive

Powis Court

Shingle Oak Drive – from the east right-of-line of Atlantic Drive to 650 feet east

Technology Boulevard

Topsoil Drive

Town Road - between Washington Street and the Burlington Northern Railroad

Washington Street - between Roosevelt Road (IL Route 38) and North Aurora Street

Wegner Drive

Western Drive

Winston Street

SECTION 2. All Ordinances and Resolutions or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflicts, expressly repealed.

SECTION 3. This Ordinance shall be in full force and effect from and after its publication, as provided by law.

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

PASSED this 15th day of February 2021.

Alderman J. Beifuss	_____	Alderman L. Chassee	_____
Alderman J. Sheahan	_____	Alderman H. Brown	_____
Alderman A. Hallett	_____	Vacant	_____
Alderman Birch-Ferguson	_____	Alderman S. Dimas	_____
Alderman C. Swiatek	_____	Alderman M. Garling	_____
Alderman R. Stout	_____	Alderman J. Short	_____
Alderman J. Morano	_____	Alderman J. Jakabcsin	_____

APPROVED as to form: _____
City Attorney

APPROVED this 15th day of February 2021.

Mayor Ruben Pineda

ATTEST:

City Clerk, Nancy M. Smith

PUBLISHED: _____

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Ordinance No. 21-O-0006– Authorizing the Disposal of Surplus Equipment, Stock Inventory, and/or Personal Property Owned By the City Of West Chicago

AGENDA ITEM NUMBER:4.D.**COMMITTEE AGENDA DATE:** February 4, 2021**COUNCIL AGENDA DATE:** February 15, 2021**STAFF REVIEW:** Robert E. Flatter, P.E., Public Works Director**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** _____**ITEM SUMMARY:**

City staff has identified surplus equipment, stock inventory, and/or personal property that has no useful life and is no longer useful to the City, has little or no salvage value, and should be properly disposed of (please refer to Ordinance No. 20-O-0006 and Attachment A for additional information).

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

ACTIONS PROPOSED:

Adopt Ordinance No. 20-O-0006 for the disposal or sale of surplus equipment, stock inventory, and/or personal property owned by the City of West Chicago.

COMMITTEE RECOMMENDATION:

ORDINANCE NO. 21-O-0006

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

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

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

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

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

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

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

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

PASSED this 15th day of February 2021.

Alderman J. Beifuss _____

Alderman L. Chassee _____

Alderman J. Sheahan _____

Alderman H. Brown _____

Alderman A. Hallett _____

Vacant _____

Alderman Birch-Ferguson _____

Alderman S. Dimas _____

Alderman C. Swiatek _____

Alderman M. Garling _____

Alderman R. Stout _____

Alderman J. Short _____

Alderman J. Morano _____

Alderman J. Jakabcsin _____

APPROVED as to form: _____
City Attorney

ADOPTED this 15th day of February, 2021.

Mayor Ruben Pineda

ATTEST:

City Clerk, Nancy M. Smith

PUBLISHED: _____

ATTACHMENT "A"
LISTING OF SURPLUS ITEMS
ORDINANCE NO. 20-O-0006

REQUESTING TO BE REMOVED	Serial # / VIN # / ID #	Qty
Scrap copper, various lengths and sizes, less than 100 pounds	N/A	< 100 lbs.
WTP Destratification Fan Parts, various	N/A	1
2000 Case 580 SL II combination tractor	JJG0276739	1
Toshiba, Cordless Phone with charging base	X934Y4004576	1
Verifone, Credit Card Terminal	700-080-322	1
Arbitrator, Wireless Mics - not working; analog system	CCR24PNA (Model)	8
Arbitrator, Wireless Mics - not working; analog system	TDSS900H (Model)	5
Arbitrator, Microphone Cradle - analog system	NONE	6
Kustom Signals, Batteries: Unable to hold charge	NONE	5
Nikon, Red Point and Shoot Camera - not working	32004814	1
Nikon, Red Point and Shoot Camera - not working	32005226	1
Motorola, Shoulder Mics - damaged/missing parts	PMMN4061A	6
Speed Trak, Radar antenna - Damaged	STEKA 12339	1
Speed Trak, Radar antenna - Damaged	STEKA 12216	1
Zebra, Batteries: Unable to hold charge	CT17102-2 (Part Number)	2
Radar Unit Corded Remote - Damaged	N/A	1
Red Circular Lights - not working	N/A	3
Motorola, Radio Batteries - unable to recondition	N/A	11
Pioneer, Car Music Radio Face	N/A	1
	Serial #	
Zoll, AED, Not operational - unable to recondition	X03K024303	1
Zoll, AED, Not operational - unable to recondition	X03K024360	1
Zoll, AED, Not operational - unable to recondition	X03K024282	1
Zoll, AED, Not operational - unable to recondition	X03K024341	1
Zoll, AED, Not operational - unable to recondition	X03J022638	1
Vehicle Parts		
Rear Window Protective Grate	N/A	2
Metal Plates – Partition System	N/A	2
Center Console – Ford Explorer	N/A	1
Havis, Docking Station Stand	CMD112	3
Havis, Docking Station Stand	CMD102	1
Rear Storage Containers - Metal	N/A	2
Setina, Rear Seat systems	N/A	2
Overhead Emergency Lights – Non LED	N/A	2
Docking Station Stand	N/A	1
MISC metal for interior partition systems	N/A	MISC

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 21-R-0006 – Engineering Resource Associates, Inc. - Professional Engineering Services Agreement to Provide Environmental Assessment and Hydraulic Modeling Services Related to the 2024 Town Road Reconstruction Project

AGENDA ITEM NUMBER:4.Ec**COMMITTEE AGENDA DATE:** February 4, 2021**COUNCIL AGENDA DATE:** February 15, 2021**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE****APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE****ITEM SUMMARY:**

In 2020, City Staff applied through the DuPage Mayors and Managers Conference for Illinois Department of Transportation (IDOT), Surface Transportation Program (STP) funding for the reconstruction and widening of Town Road between Forest Avenue and Illinois Route 38 (Roosevelt Road). With an engineer's estimate of construction cost in the amount of \$2,442,189.00, including \$222,017.00 for engineering construction oversight services, the project was approved for funding in Fiscal Year 2024 at a 70/30 cost share ratio. Therefore, the IDOT will program funding for 70% of actual construction costs, not to exceed \$1,709,532.00, and the City will be responsible for funding the balance (approximately \$732,657.00 per the current engineer's estimate). IDOT forms and contracts must be utilized and IDOT procedures and milestones must be strictly observed and followed. One of the first steps is to complete an Environmental Assessment which will include, but is not limited to, an evaluation of area flora and fauna, a wetland delineation, an endangered species determination, and evaluation of riparian environment impacts. In addition, because the project will include roadway widening of Town Road, an existing box culvert under Town Road must be extended requiring the need for hydraulic modeling of the Kress Creek tributary (which is identified as FEMA regulatory floodplain/floodway) and analysis of the indirect impact to existing wetlands as a result of potential changes to hydrology.

Being very familiar with Federal, State, and DuPage County environmental regulations and permitting requirements, staff consulted with and received a proposal, in the amount of \$28,100.00, from Engineering Resource Associates Inc. (ERA) of Warrenville, Illinois, to provide engineering services associated with an Environmental Assessment as referenced above.

Staff recommends awarding a Professional Engineering Services Agreement to ERA in an amount not to exceed \$28,100.00. Adequate funds are available in the Capital Projects Fund for said engineering services.

ACTIONS PROPOSED:

Approve Resolution No. 21-R-0006 authorizing the Mayor to execute a Professional Engineering Services Agreement with Engineering Resource Associates, Inc., for an amount not to exceed \$28,100.00, to provide Environmental Assessment and Hydraulic Modeling Services related to the 2024 Town Road Reconstruction Project.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 21-R-0006

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH
ENGINEERING RESOURCE ASSOCIATES, INC. TO PROVIDE
ENVIRONMENTAL ASSESSMENT AND HYDRAULIC MODELING SERVICES
RELATED TO THE 2024 TOWN ROAD RECONSTRUCTION PROJECT**

BE IT RESOLVED by the City Council of the City of West Chicago, in
regular session assembled, that the Mayor is hereby authorized to execute a
Professional Engineering Services Agreement to provide Environmental Assessment
and Hydraulic Modeling Services related to the 2024 Town Road Reconstruction
Project, between Engineering Resource Associates, Inc., and the City of West
Chicago, for an amount not to exceed \$28,100.00, in substantially the form attached
hereto and incorporated herein as Exhibit "A".

ADOPTED this 15th day of February 2021.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor

ATTEST:

City Clerk



Sent via email to rflatter@westchicago.org

January 8, 2021

Robert E. Flatter, P.E.
Director of Public Works
City Of West Chicago
475 Main Street
West Chicago, Illinois 60185

SUBJECT: Proposal for Environmental and Hydraulic Modeling Services
Town Road Roadway Widening and Access Improvement (TIP ID 08-20-0037)
West Chicago, IL

Dear Mr. Flatter:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for environmental and hydraulic modeling services for the proposed lane addition to Town Road that includes a culvert extension over Kress Creek Reach 2, DuPage County. The proposal is based upon your request for proposal, our knowledge of the project, and our experience on similar projects.

Project Understanding

Thomas Engineering Group is designing improvements to Town Road. The improvements include widening Town Road from Forest Avenue to Route 38. The widening includes the extension of an existing culvert that conveys Kress Creek from northeast to southwest. Compensatory storage for fill in the floodway and floodplain is anticipated to be provided at the northeast corner of Route 38 & Town Road. Wetlands are associated with this tributary.

At this time, the City of West Chicago desires a consultant to delineate wetland boundaries, GPS locate the boundaries, determine buffer limits, prepare the wetland delineation report for the project. The City would also like ERA to perform the HEC-RAS hydraulic analysis to evaluate project compliance with local and state ordinances and prepare a Floodway Construction Permit submittal to IDNR-OWR with delegation authority given to DuPage County. A wetland and buffer impact and mitigation plan will be prepared. This includes a planting, maintenance and monitoring plan. If there is no change to the culvert size an Indirect Impact Analysis using FEQ is not anticipated. If this is required by the County we have provided a scope and budget for this task.

Scope of Services

ERA will provide hydraulic and environmental services in accordance with the following work plan:

WARRENVILLE
3S701 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

WWW.ERACONSULTANTS.COM

1. **Meetings, Coordination and Project Management** – ERA anticipates 1 pre-application meeting with DuPage County to discuss the submittal. Also included is coordination with Thomas Engineering Group and regulatory agencies like DuPage County during the preparation of the permit submittal.
2. **Wetland Delineation & Reporting** - ERA will review publicly available water resource maps, soil survey, and topographic maps prior to conducting fieldwork. Wetlands within 100' of Town Road between Roosevelt Road and Washington Street will be delineated in accordance with current Federal wetland methodology and the DuPage County Countywide Stormwater and Floodplain Ordinance wetland standards. If wetlands are found, ERA will stake wetlands with pin flags and/or marking tape labeled "wetland" and will locate the wetland flags with a handheld GPS data collector with submeter accuracy. ERA will prepare a written wetland delineation report containing the following:
 - 2.1. U.S. Army Corps of Engineers (USACE) data forms;
 - 2.2. Threatened and endangered species consultation with the Illinois Department of Natural Resources (IDNR). Please note that IDNR requires a small fee for this consultation. ERA will bill this fee as a direct cost without markup. ERA will provide documentation that meets the Section 7 U.S. Fish and Wildlife Service (USFWS) requirements;
 - 2.3. Aerial map exhibit of site showing approximate locations of data sampling points and wetland delineation boundary;
 - 2.4. Floristic Quality Assessment per USACE requirements;
 - 2.5. Wildlife habitat evaluation per DuPage County requirements;
 - 2.6. Identification of approximate off-site wetland boundary for wetlands within 100' of the project;
 - 2.7. Copy of DuPage County wetland map;
 - 2.8. Copy of soil map;
 - 2.9. Site photos as necessary to describe wetland; and
 - 2.10. Narrative of applicable wetland regulations.
3. **DuPage County Wetland Verification Meeting** - ERA, Inc. will arrange and attend a meeting with DuPage County/ Municipal personnel to verify the staked wetland boundaries. DuPage County applies a verification fee prior to scheduling an on-site meeting. County fees are as follows: \$300.00 for <5-acre parcel, \$500 for >5-acre parcel. Fees are based on the size of the entire subject parcel. The City will be provided a Verification Request Form by ERA once fieldwork is complete. The City is responsible for submitting payment to DuPage County as instructed on the Form.
4. **Hydraulic Modeling** – ERA will obtain the regulatory HEC-2 model from FEMA and convert it to HEC-RAS. Surveyed information of the existing conditions will be used to update the regulatory model to a modified existing conditions state. ERA will add the improvements designed by Thomas Engineering Group to create a proposed conditions model. ERA will tabulate the results of the two models to confirm compliance with the floodplain and floodway regulations in DuPage County and IDNR-OWR.
5. **Compensatory Storage Calculations** – The widening of the Town Road where it crosses over Kress Creek will require floodway and floodplain fill at the culvert extension. Any loss of storage in the floodway and floodplain requires compensatory storage at a 1:1 cut to fill ratio or a 1.5:1 ratio, respectively. ERA will calculate the proposed fill and proposed compensatory storage, providing a tabulation and cross sections for inclusion in the permit submittals.
6. **Wetland Impact & Mitigation Plan** – ERA will prepare a direct Wetland Impact Analysis and WIE form in accordance with IDOT standards. The impact plan will identify permanent and temporary wetland, Waters of the U.S. and buffer impacts. ERA will prepare a planting, maintenance and monitoring plan to mitigate these impacts in accordance with DuPage County and USACE requirements.

7. **Permit Assistance** - ERA will assist the City in the preparation of the permit application(s). This task will include permit coordination with the jurisdictional authorities, and phone call/email/letter follow up efforts to ensure permits submittals are adequately moving through their system. Permits anticipated for this project include:
 - 7.1. Army Corps of Engineers – ERA anticipates permitting this project under the Regional Permit Program (RPP) #3 Transportation Projects and #7 Temporary Construction Activities.
 - 7.2. IDNR/OWR Floodway Permit – ERA anticipates that IDNR-OWR will delegate its review to DuPage County.
 - 7.3. DuPage County - ERA will provide a tabular permit submittal. This will include:
 - 7.3.1. Tab 1 – Project Overview
 - 7.3.2. Tab 2 – Stormwater, based upon a review of the plans it does not appear that detention will be required as the net new impervious area is less than 25,000 square feet. However, BMPs will be required as net new impervious area is greater than 2,500 square feet.
 - 7.3.3. Tab 3 – Floodplain/Floodway, this will include hydraulic modeling narrative, supporting result's tables, exhibits, compensatory storage tabulation, hydraulic model output.
 - 7.3.4. Tabs 4 - Wetland
 - 7.3.5. Tab 5 – Buffer
 - 7.3.6. Tab 6 – PCBMPs, will be required if the net new impervious area is greater than 2,500 square feet. These will be incorporated into the compensatory storage area/planting plan design.
 - 7.3.7. Tab 7 – Soil Erosion and Sediment Control, utilizing Thomas's sediment erosion control plan ERA will prepare this Tab.
 - 7.3.8. Tab 8 - Exhibits
 - 7.3.9. Tab 9 – Maintenance & Monitoring
 - 7.4. Kane/DuPage Soil and Water Conservation District (SWCD) – ERA will prepare an application form and send applicable plans to Kane DuPage SWCD. This is required to obtain a permit from the USACE. SWCD requires a fee, this fee is excluded from our cost.
 - 7.5. City of West Chicago – The city will review the tabular submittal for detention and PCBM requirements.
8. **One resubmittal to address review comments** – ERA always strives to submit a complete and accurate permit submittal on the first submittal; however, ERA has found that government reviews can be unpredictable. A Floodway Construction Permits submitted to DuPage County takes 2 submittals on average. Included is a meeting (or phone call) to discuss each review comment with the reviewer prior to resubmitting.

The following additional services are not anticipated. However, if requested by the County each task's scope and budget is provided:

9. **Indirect Impact Analysis** – Projects with potential changes to hydrology to wetlands require an indirect impact to existing wetlands analysis for permitting. ERA will use hydroperiods of Kress Creek to calculate drawdown time, duration on inundation and high-water elevation changes. ERA will obtain the Kress Creek FEQ model from DuPage County and model the proposed modifications to the culvert in FEQUTL and FEQ. The output will cover representative cross sections upstream and downstream of Town Road along Kress Creek. ERA will correlate an FEQ storm event from the time series file to obtain a representative storm for the 6-month, 1-yr, 2-yr, 25-yr and 100-yr. ERA will use the special output for each storm event from both existing and proposed FEQ models to perform the indirect impact analysis for inclusion in the permit submittals.



10. USACE Jurisdictional Determination – It is assumed that wetlands associated with this tributary are jurisdictional as they are upstream of a navigable waterway. If necessary, ERA will obtain a Jurisdictional Wetland Determination. The USACE Jurisdictional Request form requires the property owner's signature.

Schedule

Anticipated schedule is to complete the wetland delineation within two weeks of Notice to proceed in the event that snow cover is not present. The growing season begins around April 15th, the FQI will be updated after the start of the growing season. ERA will begin the hydraulic modeling in March 2021 with an anticipated permit submittal in April 2021. A floodway construction permit is anticipated to be issued in September 2021.

The work described in this agreement will be performed as expeditiously as weather and other physical conditions permit. The Engineer shall not be liable to the Owner, if delayed in, or prevented from performing the work as specified herein through any cause or causes beyond the control of the Engineer and not caused by his own fault or negligence including acts of God, or the public enemy, inclement weather conditions, acts of the government after the effective date of this agreement, fires, floods, epidemics, strikes, jurisdictional disputes, lockouts, and freight embargoes.

Services Not Included

Only services specifically described in this proposal are included in our scope of work. The following are specifically excluded, although they may be added as a contract amendment at a future date for an agreed additional fee.

- Changes / Revisions to the Plan
- Detention Design and Calculations
- Debugging FEQ model
- Truncating the FEQ model
- Archeological or Historical Survey
- Construction Phase Services
- Drain Tile Investigation
- Electric, Gas, Telephone, Cable Service Design
- Fees for IDNR ECOCAT consultation or other agency consultations
- Structural Engineering
- Meetings, other than described above
- Permitting or permit fees (including County verification fee)
- Soil Borings & Geotechnical Engineering
- Stormwater Calculations, other than described in scope of services
- Tree Inventory / Tree Preservation Plan

Fees

The cost associated with the services included in this proposal will be invoiced on an Hourly T&M basis according to the following schedule (Exhibit 2).

Scope of Services:

1. Meetings, Coordination and Project Management	\$ 1,500
2. Wetland Delineation & Reporting	\$ 2,800
3. DuPage County Wetland Verification Meeting	\$ 400
4. Hydraulic Modeling	\$ 6,000



ENGINEERING
RESOURCE ASSOCIATES

5. Compensatory Storage Calculations	\$ 1,000
6. Wetland Impact & Mitigation Plan	\$ 3,000
7. Permit Submittal	\$ 6,000
8. One Resubmittal	\$ 2,000
Total	\$ 22,700

Additional Services (as requested):	
9. Indirect Impact Analysis	\$ 5,000
10. USACE Jurisdictional Determination	\$ 400

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

Fees for services not included in this proposal, when approved by the Client, will be compensated for on an hourly basis in accordance with the attached schedule of hourly rates (Exhibit 2).

Invoices will be issued monthly reflecting the percent of the project completed as of the "services thru" date on the invoice. Any unpaid ERA invoices over 30 days old must be paid in full prior to our release of the project's final deliverable. "Pay at pick up" for final deliverable may apply.

Please send payment(s) to:

3s701 West Ave., Suite #150, Warrenville IL 60555

Credit Card payments are also accepted over the phone, via email, or in the office with a 3.5% processing fee added.

We appreciate the opportunity to submit this proposal and trust that it meets with your approval. If acceptable, please:

1. Sign the proposal where indicated below (Exhibit 1) and
2. Return one (1) copy for our files.

Receipt of executed proposal will serve as authorization to proceed with the project to the full extent of the contract. The attached General Terms and Conditions are expressly incorporated into and are an integral part of this proposal for civil engineering and land surveying services.

If you have any questions, please contact me at 630-393-3060 ext. 1041 or epande@eraconsultants.com.

Sincerely,
ENGINEERING RESOURCE ASSOCIATES, INC.
WARRENVILLE



Erin Pande, PWS, CFM

Attachments/Enclosure



ENGINEERING
RESOURCE ASSOCIATES

Exhibit 1

Acceptance & Authorization Form – January 8, 2021 Proposal
Town Road Roadway Widening and Access Improvement (TIP ID 08-20-0037)

Engineering Resource Associates, Inc.

City of West Chicago



Authorized Signature
Erin Pande, PWS, CFM
Printed Name and Title

Authorized Signature
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:

Attn:

Invoice Email Address (if different than above):

Note any billing forms/procedures:



ENGINEERING
RESOURCE ASSOCIATES

Exhibit 2

Engineering Resource Associates, Inc.

STANDARD CHARGES FOR PROFESSIONAL SERVICES

JANUARY 1, 2020 THROUGH DECEMBER 31, 2020

<i>Staff Category</i>	<i>Hourly Billing Rate</i>
Professional Engineer VI	\$236.00
Professional Engineer V	\$225.00
Professional Engineer IV	\$182.00
Professional Engineer III	\$158.00
Professional Engineer II	\$135.00
Professional Engineer I	\$114.00
Structural Engineer VI	\$236.00
Structural Engineer III	\$172.00
Structural Engineer II	\$144.00
Staff Engineer III	\$114.00
Staff Engineer II	\$100.00
Staff Engineer I	\$98.00
Engineering Intern III	\$53.00
Engineering Intern II	\$40.00
Engineering Intern I	\$37.00
Engineering Technician V	\$126.00
Engineering Technician IV	\$113.00
Engineering Technician III	\$82.00
Engineering Technician II	\$56.00
Engineering Technician I	\$38.00
Environmental Director	\$193.00
Environmental Specialist III	\$146.00
Environmental Specialist II	\$136.00
Environmental Specialist I	\$89.00
Professional Surveyor II	\$168.00
Professional Surveyor I	\$141.00
Surveyor IV	\$110.00
Surveyor III	\$104.00
Surveyor II	\$69.00
Surveyor I	\$46.00
GIS/Public Outreach	\$89.00
Administrative Director	\$147.00
Administrative Staff IV	\$98.00
Administrative Staff III	\$89.00
Administrative Staff II	\$75.00
Administrative Staff I	\$62.00

Direct Costs will be billed at their actual rate incurred plus ten (10%) percent.


ENGINEERING
 RESOURCE ASSOCIATES

Engineering Resource Associates, Inc.

GENERAL TERMS AND CONDITIONS

1. **COMPLIANCE WITH LAWS:** Engineering Resource Associates, Inc. (Engineer) will strive to exercise usual and customary professional care in his efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

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

2. **DESIGNATION OF AUTHORIZED REPRESENTATIVE:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
3. **STANDARD OF PRACTICE:** The Engineer will strive to conduct services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.
4. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by Item 1. of this Agreement, together with the laws of the State of Illinois.
5. **RESPONSIBILITY OF THE ENGINEER:** Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.
6. **CLIENT'S RESPONSIBILITIES:** The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, to the extent arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and non-contributing with any insurance maintained by the Engineer or its



agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

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

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

7. **INFORMATION PROVIDED BY OTHERS:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
8. **CHANGES:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
9. **DOCUMENTS DELIVERED TO CLIENT:** Drawings, specifications, and reports prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

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

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

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

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

10. **REUSE OF DOCUMENTS:** All Project Documents including but not limited to reports, original boring logs, field data, field notes, laboratory test data, calculations, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.
11. **FORCE MAJEURE:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
12. **RELATIONSHIP BETWEEN ENGINEER AND CLIENT:** Engineer shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.
13. **SUSPENSION OF SERVICES:** Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.
14. **TERMINATION:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
15. **SUCCESSORS AND ASSIGNS:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
16. **ENTIRE UNDERSTANDING OF AGREEMENT:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties,

representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

17. **AMENDMENT:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
18. **PAYMENT:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in Item 13 of this Agreement. Payments due Engineer are not contingent upon project approval or project financing and are the sole responsibility of the Client. If an invoice for work performed by Engineer remains unpaid sixty (60) days from the date of the invoice and, if there is no written resolution of payment from the client during the sixty (60) day period, Engineer will stop all work on the assignment.
19. **INDEMNIFICATION:** Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees to the extent caused by Engineer's negligent acts, errors or omissions in the performance of professional services under this Agreement. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement. In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage. Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.
20. **LIMIT OF LIABILITY:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
21. **NOTICES:** Any notice or designation required to be given to either party hereto shall be in writing, and unless

receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

22. **ACCESS AND PERMITS:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
23. **WAIVER OF CONTRACT BREACH:** The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
24. **OPINIONS OF PROBABLE COST:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his opinions of probable Project Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
25. **CONSTRUCTION OBSERVATION CLAUSE:** The Owner will include the following clause in the construction contract documents and Owner agrees not to modify or delete it:

Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Workers Compensation Act, court interpretations of said Act or otherwise; and agrees to indemnify and defend Owner and Engineer and their agents, employees and consultants (the "Indemnities") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the indemnities may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the indemnities' own negligence.
26. **SEVERABILITY OF INVALID PROVISIONS:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
27. **HAZARDOUS MATERIALS:** It is acknowledged by both parties that Engineer's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Engineer or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of Engineer's services, Engineer may at his option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.
28. **RIGHT OF ENTRY:** Client hereby grants Engineer and its subcontractors or agents the right to enter from time to time property owned by Client and/or other(s) in order for Engineer to fulfill the scope of services included hereunder. Client understands that use of exploration equipment may cause some damage, the correction



of which is not part of this Agreement. Client also understands that the discovery of certain hazardous conditions and/or taking preventive measures relative to these conditions may result in a reduction of the Property's value. Accordingly, Client waives any claim against Engineer and its subcontractors or agents, and agrees to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss allegedly arising from procedures associated with subsurface exploration activities or discovery of hazardous materials or suspected hazardous materials. In addition, Client agrees to compensate Engineer for any time spent or expenses incurred by Engineer in defense of any such claim with compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy. Engineer shall not be liable for damage or injury from damage to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to Engineer's attention in writing and correctly shown on the diagram(s) furnished by Client to Engineer.

29. **SAMPLES:** Soil, rock, water and/or other samples obtained from the Project site are the property of Client. Engineer shall preserve such samples for no longer than sixty (60) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from Engineer's custody and transporting them to a disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. Due to the risks to which Engineer is exposed, Client agrees to waive any claim against Engineer, and to defend, indemnify and hold Engineer harmless from any claim or liability for injury or loss arising from containing, labeling, transporting, testing, storing, or other handling of contaminated samples. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim, with such compensation to be based upon Engineer's prevailing fee schedule and expense reimbursement policy.

END OF GENERAL TERMS AND CONDITIONS

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 21-R-0007 - Steve Piper and Sons, Inc. –
Contract Award for the 2021 Tree Removal Program

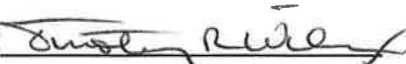
AGENDA ITEM NUMBER:

4.F.

COMMITTEE AGENDA DATE: February 4, 2021

COUNCIL AGENDA DATE: February 15, 2021

STAFF REVIEW: Timothy Wilcox, Assistant Director of Public Works

SIGNATURE

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE

ITEM SUMMARY:

On November 16, 2020, City Council voted to reject all bids for the 2021 Forestry Maintenance Program, which contained quantities for both tree trimming and removals. There were only two bids received and both bid amounts far exceeded the budgeted amount for the annual program. As a result, it was acknowledged that Public Works staff will attempt to complete tree trimming operations this winter in-house as time and weather allows, and that staff will separate and rebid the tree removal portion of the program to be completed in 2021.

Included in the proposed 2021 Forestry Maintenance Program are numerous dead, diseased, and/or dying trees that City crews cannot remove due to size, proximity to power lines, or other limitations. Staff prepared bid documents for the 2021 Tree Removal Program and advertised in the Daily Herald on December 29, 2020. Bids were opened on January 26, 2021, with only four bids received. Steve Piper & Sons of Naperville, Illinois, submitted the lowest responsible bid of \$30,427.39 (see attached bid tab sheet for additional clarification).

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

It is staff's recommendation that a contract be awarded to Steve Piper & Sons, Inc. of Naperville, Illinois, for services related to the 2021 Tree Removal Program, for an amount not to exceed \$30,427.39. Services related to the above referenced program will be funded from the Capital Projects Fund (08-34-53-4870) in which adequate funds have been budgeted in Fiscal Year 2021.

ACTIONS PROPOSED:

Approve Resolution No. 21-R-0007 authorizing the Mayor to execute a contract with Steve Piper & Sons, Inc. of Naperville, Illinois, as lowest responsible bidder, to provide services for the 2021 Tree Removal Program, in an amount not to exceed \$30,427.39.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 21-R-0007

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AGREEMENT WITH STEVE PIPER AND SONS, INC. FOR PROFESSIONAL SERVICES RELATED TO THE 2021 TREE REMOVAL 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 Agreement for Professional Services related to the 2021 Tree Removal Program, between the City of West Chicago and Steve Piper and Sons, Inc., for an amount not to exceed \$30,427.39, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 15th day of February 2021.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith

City of West Chicago Tabulation of Bids 2021 Tree Removal Program			Name and Address of Bidder Abbott Tree Care Professionals, LLC P.O. Box 248 Wayne, IL 60184		Closek Tree Service 21W430 Park Avenue Lombard, IL 60148		Landscape Concepts Management, Inc. 31745 N. Alleghany Road Graylake, IL 60030		Steve Piper & Sons, Inc. 31W320 Ramm Drive Naperville, IL 60564		Homer Tree Care, Inc. 14000 S. Archer Avenue Lockport, IL 60441	
Date: January 26, 2021 10:00 A.M. Opened by: Tim Wilcox Recorded by: Ashley Heidom			Approved Estimate of Cost		Cashier's Check		Cashier's Check		5% Bid Bond		5% Bid Bond	
ITEMS	Units	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1 Tree Removal (15 in./dia or less in./dia	0.0		\$0.00	\$0.00	\$22.00	\$0.00	\$25.00	\$0.00	No Bid	\$0.00	\$18.50	\$0.00
2 Tree Removal (over 15 in./dia) in./dia	1111.3		\$38.00	\$42,229.40	\$28.50	\$31,672.05	\$32.00	\$35,561.60	\$39.00	\$43,340.70	\$27.38	\$30,427.39
Total As Read					\$31,672.05		\$35,561.60		\$43,340.70		\$30,425.24	
Total As Corrected				\$42,229.40	\$31,672.05		\$35,561.60		\$43,340.70		\$30,427.39	

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 21-R-0008 – A Resolution for Maintenance of Streets and Highways by the City of West Chicago Relating to Fiscal Year 2021 MFT Estimate of Maintenance Costs

AGENDA ITEM NUMBER:

4.9.

COMMITTEE AGENDA DATE: February 4, 2021

COUNCIL AGENDA DATE: February 15, 2021

STAFF REVIEW: Robert E. Flatter, P.E., Director of Public Works

SIGNATURE



APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE

ITEM SUMMARY:

On December 21, 2020, City Council approved Ordinance No. 20-O-0027 adopting the Annual Budget for the Fiscal Year Ending December 31, 2021, which included the proposed expenditure of Motor Fuel Tax (MFT) funds in the amount of \$1,128,500.00. MFT funds are budgeted for the purposes of maintaining Streets, Highways, and Rights-of-Way under the applicable provisions of the Illinois Highway Code.

Each year, the Illinois Department of Transportation (IDOT) requires the City of West Chicago to submit for IDOT approval a Resolution (using IDOT Form BLR 14220) for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code, and The Local Public Agency General Maintenance Estimate of Maintenance Costs (BLR 14222). These forms are attached for review and approval.

ACTIONS PROPOSED:

Approve Resolution No. 21-R-0008 authorizing the City Clerk to execute and submit, to IDOT, the attached IDOT Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code form (BLR 14220) and the Mayor to execute and submit, to IDOT, the attached IDOT Local Public Agency General Maintenance Estimate of Maintenance Costs form (BLR 14222), for MFT funding in the amount of \$1,128,500.00 for Fiscal Year 2021.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 21-R-0008

A RESOLUTION AUTHORIZING THE CITY CLERK TO EXECUTE AND SUBMIT, TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION, THE ILLINOIS DEPARTMENT OF TRANSPORTATION RESOLUTION FOR MAINTENANCE OF STREETS AND HIGHWAYS BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE (BLR 14220), AND THE MAYOR TO EXECUTE AND SUBMIT, TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION, THE ILLINOIS DEPARTMENT OF TRANSPORTATION LOCAL PUBLIC AGENCY GENERAL MAINTENANCE ESTIMATE OF MAINTENANCE COSTS (BLR 1422), FOR EXPENDITURES USING 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 City Clerk is hereby authorized to execute the Illinois Department of Transportation Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code (BLR 14220), and the Mayor is hereby authorized to execute the Illinois Department of Transportation Local Public Agency General Maintenance Estimate of Maintenance Costs (BLR 14222), and both are authorized to submit same to the Illinois Department of Transportation for expenditures using Motor Fuel Tax funds for Fiscal Year 2021, a copy of which is attached hereto and incorporated herein as Exhibit "A".

APPROVED this 15th day of February 2021

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith



Resolution for Maintenance Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
2021-R-000X	Original	21-00000-00-GM

BE IT RESOLVED, by the Council of the City of West Chicago Illinois that there is hereby appropriated the sum of One million, one hundred twenty-eight thousand, five hundred, and zero cents Dollars (\$1,128,500.00) of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/21 to 12/31/21.

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of West Chicago shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Nancy M. Smith City Clerk in and for said City of West Chicago in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of West Chicago at a meeting held on 02/15/21

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 15th day of February, 2021

(SEAL)

Clerk Signature

--

APPROVED

Regional Engineer
Department of Transportation

Date

--	--



Local Public Agency General Maintenance



Estimate of Maintenance Costs

Submittal Type **Original**

Maintenance Period

Local Public Agency

County

Section Number

Beginning

Ending

City of West Chicago

DuPage

21-00000-00-GM

01/01/21

12/31/21

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Electrical	I		Energy Charge	ea	1	\$130,000.00	\$130,000.00	\$130,000.00
Street Sweeping	IIA		Solid Waste Disposal	ea	1	\$45,000.00	\$45,000.00	\$45,000.00
Street Improvements	IIB		Maintenance/Repair Contractual	ea	1	\$953,500.00	\$953,500.00	\$953,500.00
Total Operation Cost								\$1,128,500.00

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)	\$175,000.00			\$175,000.00
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)	\$953,500.00			\$953,500.00
Maintenance Total	\$1,128,500.00			\$1,128,500.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total				
Total Estimated Maintenance	\$1,128,500.00			\$1,128,500.00

Remarks

SUBMITTED

Local Public Agency Official

Date

Title

Mayor

County Engineer/Superintendent of Highways

Date

APPROVED

Regional Engineer

Department of Transportation

Date

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 21-R-0009 – Contract Award – JACOBS for Professional Services Related to the Rehabilitation of the Secondary Clarifiers at the West Chicago/Winfield Wastewater Authority Regional Wastewater Treatment Plant

AGENDA ITEM NUMBER:

4.H.

COMMITTEE AGENDA DATE: February 4, 2021

COUNCIL AGENDA DATE: February 15, 2021

STAFF REVIEW: Robert E. Flatter, P.E., Director of Public Works

SIGNATURE



APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE

ITEM SUMMARY:

The West Chicago/Winfield Wastewater Authority (WCWWA) Regional Wastewater Treatment Plant (WWTP) receives and processes over five million (5,000,000) gallons of raw sewage daily from the both the City of West Chicago and the Village of Winfield. Under strict Environmental Protection Agency (EPA) guidelines, wastewater that enters the WWTP flows through several treatment (cleaning) processes before being discharged into the West Branch of the DuPage River. One of the final major treatment processes, before chlorination and discharge to the West Branch of the DuPage River, is secondary settlement/clarification. This process involves flowing treated wastewater through four secondary clarifier tanks (i.e., circular concrete basin/tank with mechanical rotating arms) to allow any residual organic waste to slowly settle from the liquid waste stream. The settled waste is recycled (suctioned/pumped) from the bottom of the clarifier back into the treatment process. See attached illustrations for a basic understanding of a typical clarifier's mechanical components and flow process.

The secondary clarifier tanks and internal mechanical components are approximately thirty-five years old and the internal mechanical components have outperformed their useful life (i.e., typically 15-20 years). JACOBS (WCWWA's contractual plant operator) has been able to maintain clarifier operations, but total failure of operations is inevitable without rehabilitation.

Being most familiar with the clarifier operations, components, and construction, City staff approached JACOBS and requested a cost proposal to rehabilitate all four secondary clarifiers. Under the existing management and operations contract between the City and JACOBS, out of scope services can be requested by the City and performed by JACOBS at direct labor and material costs plus a fifteen percent (15%) premium. JACOBS has submitted a not to exceed cost proposal of \$1,200,000.00 for Fiscal Year 2021 (see attached).

To recondition the secondary clarifiers, JACOBS would utilize its experienced professional staff and its competitive procurement process to guarantee quality performance and materials at the best possible price. Staff working on the Secondary Clarifier Rehabilitation Project will be in addition to the nine FTE positions required to operate the WWTP.

Utilizing JACOBS for this project will not only expedite the rehabilitation process by eliminating the time required to seek bid proposals and it will also save the City, at a minimum, \$75,000.00 in engineering design, bid, and construction oversight services.

CITY OF WEST CHICAGO

Staff recommends that City Council waive the competitive bidding process and award a contract to JACOBS to rehabilitate the four secondary clarifiers at the Authority's WWTP for an amount not to exceed \$1,200,000.00.

This project will be paid for by the WCWWA.

ACTIONS PROPOSED:

Waive competitive bidding requirements and approve Resolution No. 21-R-0009 authorizing the Mayor to execute a contract with JACOBS, for an amount not to exceed \$1,200,000.00, for professional services related to the Secondary Clarifier Rehabilitation Project at the West Chicago/Winfield Wastewater Authority Regional Wastewater Treatment Plant.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 21-R-0009

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A PROFESSIONAL SERVICES AGREEMENT WITH JACOBS TO PROVIDE
SERVICES RELATED TO THE SECONDARY CLARIFIER REHABILITATION
PROJECT AT THE WEST CHICAGO/WINFIELD WASTEWATER AUTHORITY
REGIONAL WASTEWATER TREATMENT PLANT**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a Professional Services Agreement to provide services related to the Secondary Clarifier Rehabilitation Project at the West Chicago/Winfield Wastewater Authority Regional Wastewater Treatment Plant, between JACOBS and the City of West Chicago, for an amount not to exceed \$1,200,000.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 15th day of February 2021.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

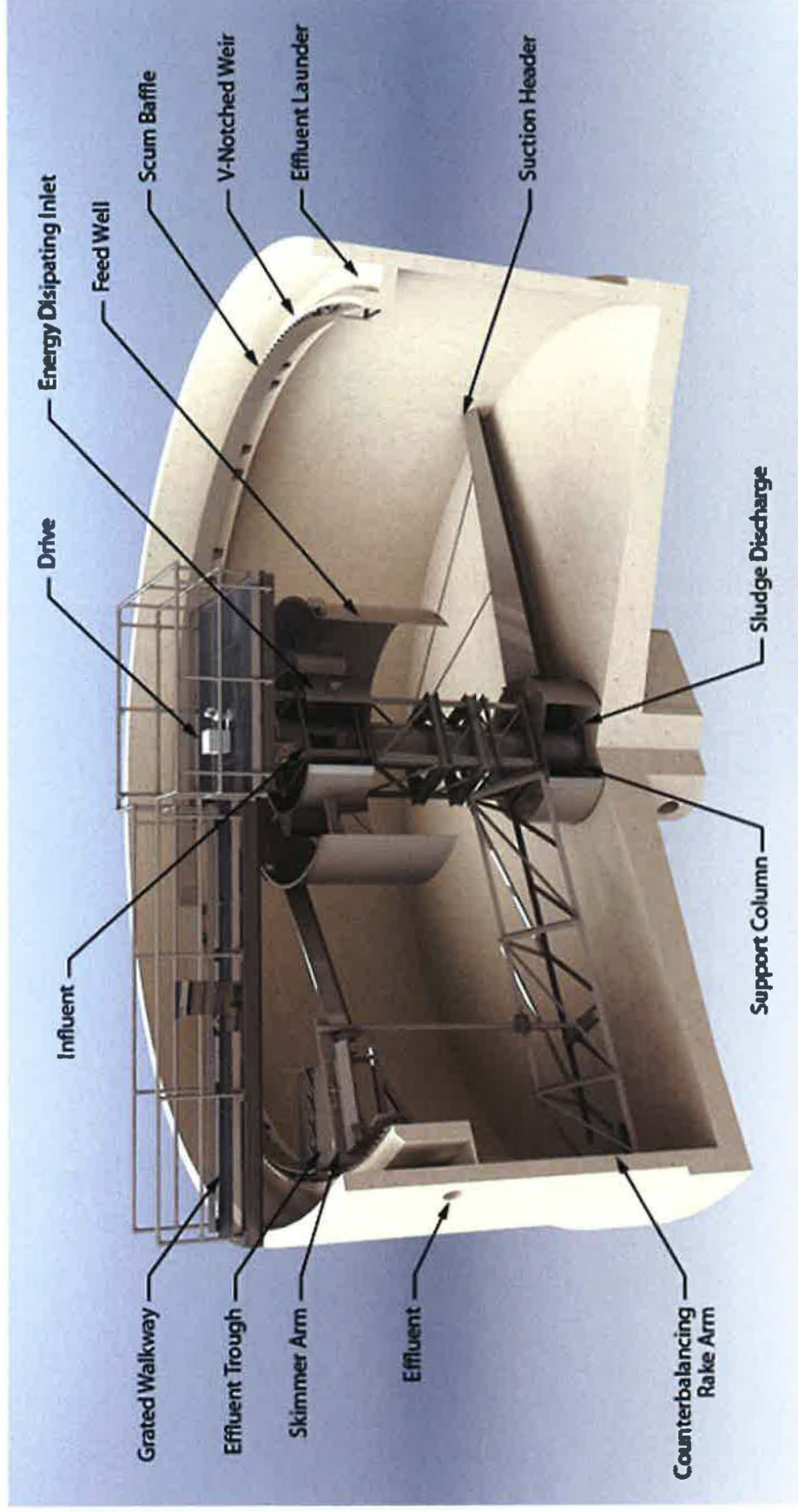
Mayor

ATTEST:

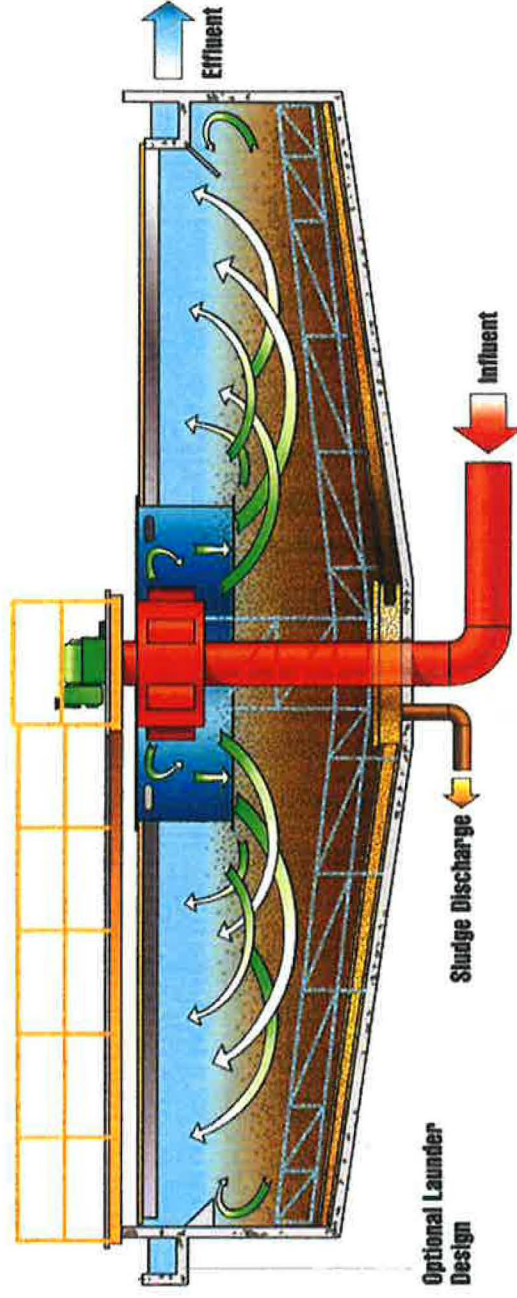
City Clerk







Clarifier Flow





725 Dayton Ave.
West Chicago, IL 60185
Tel 630.293.2260

December 16, 2020

Mr. Rob Flatter
Director of Public Works
City of West Chicago
475 Main Street
West Chicago, IL 60185

**Subject: Out of Scope Cost Proposal for Secondary Clarifiers #1, #2, #3, #4
Operations and Maintenance Services**

Dear Mr. Flatter:

This letter confirms the out of scope services related to the rebuilding of the Secondary Clarifiers #1, #2, #3, #4:

What is being provided: Per the Scope of Work, attached as Exhibit A, Operations Maintenance International, Inc. ("CONSULTANT") will rebuild Secondary Clarifiers #1, #2, #3 and #4 located at the West Chicago/Winfield Wastewater Treatment Plant.

CONSULTANT anticipates completion of the rebuilding of Secondary Clarifiers in the task order as follows:

Task 1- Purchase of Materials
Task 2- Removal and Teardown
Task 3- Rebuild / Repair
Task 4- Startup

Price of services: The services will be performed for an estimated cost of \$1,200,000.00. In accordance with Section 6.6 of the Agreement dated December 20, 2018 between Operations Management International, Inc. and the City of West Chicago, the out of scope estimated cost is based on anticipated project related costs plus 15%.

Payment terms: The payment terms shall be progress payments pursuant to Section 6.7 of the Agreement. Invoices will be issued upon individual clarifier completion and vendor sign off. Upon Receipt, review and approval of invoices, the CITY shall pay, or cause to be paid, to the CONSULTANT the approved amounts invoiced, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The CITY may not deny a properly documented claim for compensation, in whole or in part, without cause. The CITY shall not be required to pay CONSULTANT more often than monthly. The CITY shall process payment of said invoices within forty-five (45) days of receipt, or conflict resolution.

Warranty:

JACOBS will warranty the work for 12 months and pass on any manufacture's warranties. Evoqua's warranty is 12 months from installation or 18 months from delivery. Whichever would come first.

The services performed under this letter will be in accordance with the terms and conditions of the Agreement dated December 20, 2018 between Operations Management International, Inc. and the City of West Chicago. All other terms and conditions of the Agreement dated December 20, 2018 remain in full force and effect.

If these terms are agreeable to you, please sign both copies of this letter. We will return one fully executed original for your files.

CONSULTANT appreciates the opportunity to provide these additional services to the West Chicago/Winfield Wastewater Authority. If you have any questions or concerns regarding this letter, please feel free to contact me by phone at 630-293-2260 or Brent.Lautenbach@Jacobs.com.

Sincerely,

Brent Lautenbach
Project Manager

Enclosure:
(Exhibit A, Scope of Work)
(Exhibit B, Materials List)

Both parties indicate their approval of the above described services by their signature below.

Authorized by
Operations Maintenance International, Inc.

Authorized by:
City of West Chicago

Kevin Dahl
Vice President

Rob Flatter
Director of Public Works

Date: _____

Date: _____

Exhibit A

Scope of Work

Replacement of Inner Workings of (4) Secondary Clarifiers

CONSULTANT will perform services relating to the rebuilding of Secondary Clarifiers #1, #2, #3 & #4 located at the Authority's Wastewater Treatment Plant: Services are based on CONSULTANT extensive visual and physical evaluation of the existing secondary clarifiers. The scope defined below is based on previous knowledge and experience of CONSULTANT in making repairs to the four (4) Secondary Clarifiers located at the project site over the course of the last 12 years, as well as experience in rebuilding similar units at some of our other facilities. If additional services are determined to be needed after demolition of the existing mechanicals, CONSULTANT will contact the City of West Chicago in writing and seek approval prior to commencing any additional service. If needed, additional services will be compensated based on Section 6.6 of the Agreement.

In performance of this scope, CONSULTANT may utilize existing project site personnel / labor as long as that individual's current project duties are performed. During performance of this scope, CONSULTANT will track all employee time worked and will ensure proper reporting of all personnel / labor time.

CONSULTANT services to include:

Task 1 – Purchase of Materials

- Procurement of necessary materials (see Exhibit B - Materials List)

Task 2 – Removal and Teardown:

- Remove bridge
- Remove existing skimmer A-frame support structure
- Remove existing sludge collection manifold
- Remove existing drive unit
- Remove existing center column
- Remove existing scum trough
- Remove existing skirt baffles
- Remove existing target baffles
- Remove existing weirs, baffles and brackets

Task 3 – Rebuild / Replacement:

- Brush blast bridge and coat
- Install new center column
- Install new drive unit
- Install new skimmer A-frame support structure
- Install new sludge collection manifold
- Install new scum trough
- Install bridge
- Install new skirt baffles
- Install new target baffles
- Install new conduit and wiring to drive unit from existing local junction box
- Install new FRP weirs, baffles and brackets

Task 4 – Startup:

- Manufacturer's warranty inspection and punch list
- Fill basin start the unit up and make all necessary equipment adjustments
- Return the unit to service

Schedule:

Work will commence upon acceptance and execution of the agreement by both parties. Completion of work is expected to take thirty (30) days per unit after material delivery, permitting any weather delays. If there are any delays for any unforeseen circumstances i.e. weather, health, COVID, supply shortages then an extension will need to be requested and agreed upon by both parties.

Deliveries of parts for each clarifier will be staged and separated so that only one clarifier will be worked on at a time. Once work has been completed, an Evoqua representative will sign off on completion.

Exhibit B

Materials List

Equipment for each unit will consist of the following:

- Drive mechanism with micro-switch overload device and shear pin
- Center column
- Center drive cage
- Sludge collection manifold
- One (1) unitube sludge collection header (header will be custom designed to match current flows)
- Tie bar header support
- One (1) skimmer support truss arm and A-frame supports
- One (1) standard hinged skimmer assembly with lockout
- One (1) influent raceway skimmer
- Scum trough with submerged shelf extension and flushing device
- Counterweights
- Skirt baffles
- Target baffles
- Associated anchor bolts and attachment bolts
- Manufacturer field service

All submerged material will be constructed of 316 stainless steel

Manufacturer Field Service

Field service includes four (4) trips and six (6) days total on-site. Evoqua's field service comprises of pre-grout inspection, equipment installation punch-list, and training.

Controls

Electrical controls consist of the two (2) micro-switches (one N.O. and one N.C.), per clarifier, in the drive mechanism overload device housing for high torque alarm and motor shut down.

Weirs and Baffles

Effluent weirs and baffles are included in the bid price and will be constructed of FRP (Fiberglass reinforced plastic).