

# CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

## INFRASTRUCTURE COMMITTEE

Thursday, January 6, 2022

7:00 P.M.

*During the COVID-19 Pandemic, City Hall is closed for public meetings due to distancing restrictions, though interested people may 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 either by an online form on the City's website, email to [publicworks@westchicago.org](mailto: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: 898 1258 8104**

**Passcode: 193914**

### AGENDA

1. Call to Order, Roll Call, and Establishment of a Quorum
2. Approval of Minutes
  - A. Infrastructure Committee of December 2, 2021
3. Public Participation / Presentations
4. Items for Consent
  - A. Resolution No. 22-R-0001 – Contract Award – 2022 Parkway Tree Planting Program
  - B. Resolution No. 22-R-0002 - Steve Piper and Sons – Contract Award for the 2022 Forestry Maintenance Program
  - C. Resolution No. 22-R-0004 - Contract Award –Christopher B. Burke Engineering LTD, for Professional Engineering Services Related to Updating the City of West Chicago Hydraulic Water System Model
  - D. Resolution No. 22-R-0005 - Contract Award – ERA Valdivia Contractors Inc., for Services Related to Cleaning, Repairing, & Painting Two 500,000 Gallon Ground Storage Reservoirs Project
5. Items for Discussion
6. Unfinished Business
7. New Business
8. Reports from Staff
9. Adjournment

475 Main Street  
West Chicago, Illinois  
60185

T (630) 293-2200  
F (630) 293-3028  
[www.westchicago.org](http://www.westchicago.org)

Ruben Pineda  
MAYOR  
Nancy M. Smith  
CITY CLERK

Michael L. Guttman  
CITY ADMINISTRATOR

# CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

**Draft**

## MINUTES

### INFRASTRUCTURE COMMITTEE

**December 2, 2021 7:00 P.M.**

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

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

**2. Approval of Minutes**

**A. Infrastructure Committee Minutes of November 4, 2021.** Alderman Morano made a motion, seconded by Alderman Brown to approve the Meeting Minutes of November 4, 2021.

**Voting Yea:** Aldermen Beifuss, Brown, Dimas, Garling, Hallett, Morano, and Short.  
**Voting Nay:** 0.

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

**4. Items for Consent.** Alderman Garling requested discussion on Consent Items B, C, D, and E. Alderman Beifuss requested discussion on Consent Item H. **Alderman Garling made a motion, seconded by Alderman Dimas to approve:**

- A. Resolution No. 21-R-0099 – Contract Award – 2021 Professional Engineering Assistance for WTP Painting Project
- F. Resolution No. 21-R-0105 – Contract Award – Procurement of Coarse and Fine Aggregate Material Delivered for FY 2022
- G. Ordinance No. 21-O-0033 – Authorizing the Disposal of Surplus Equipment, Stock Inventory, and/or Personal Property Owned by the City of West Chicago

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

**5. Items for Discussion.**

**4.B. Resolution No. 21-R-0101 – Intergovernmental Agreement with the Illinois Department of Transportation for Maintenance of Traffic Signals on State Highways within the City of West Chicago.** Alderman Garling inquired if the requirement for the City to maintain the pavement markings was a new part of the Agreement. Mr. Patel clarified that, per IDOT, it was always the City's responsibility but was not explicitly written into the Agreement until now. Alderman Garling also asked about the energy costs related to the traffic signals. Mr. Patel explained that it actually works in the City's favor, as the City is not invoiced for energy costs related to the traffic signals per the City's existing franchise agreement with ComEd. **Alderman Garling 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, Morano, and Short. Voting Nay: 0.**

**4.C. Resolution No. 21-R-0102 – Contract Award – J.L. Adler Roofing and Sheet Metal, Inc. for the Roof Replacement Project (Base Bid + Alternate 1) at 200 Main Street.**

**4.D. Resolution No. 21-R-0103 – Contract Award – Berglund Construction Company for the Structural Rehabilitation Project at 200 Main Street.**

**4.E. Resolution No. 21-R-0104 – Contract Award – Berglund Construction Company for the Masonry Rehabilitation Project (Base Bid + Alternate 1 + Alternate 3 + Alternate 4 + Alternate 5 + Alternate 6) at 200 Main Street.** Some questions were raised about the cost to rehabilitate the 200 Main Street building and if it was worth putting the money into the projects associated with it. Mr. Patel explained that the building, built in approximately 1880, was previously designated as a historic building and could therefore not be torn down. The building's deteriorating conditions were evaluated and necessary repairs and improvements were subsequently determined. Some discussion followed. Alderman Morano inquired what the building would be used for once it is rehabilitated. Mr. Patel explained that the current intention is to move Gallery 200 back to that location. **Alderman Garling made a motion, seconded by Alderman Hallett to approve Items 4.C., 4.D., and 4.E.**

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

**4.H. Rejection of Bids – 2022 Cleaning, Repairing, & Painting 500,000 Gallon Ground Storage Reservoirs Project.** Mr. Patel explained that upon contacting the low bidder, Classic Protective Coatings, Inc., they discovered that a mistake was made on their bid submittal and would not be able to honor their submitted bid price. The City has the option to cash the bid bond submitted by Classic Protective Coatings, Inc., but given the fact that the other bid received is substantially over budget, and the amount of contractors that do this work is rather limited, staff recommends City Council reject all bids so the project can be re-bid. **Alderman Dimas made a motion, seconded by Alderman Short to approve.**

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

6. **Unfinished Business.** None.

7. **New Business.** None.

8. **Reports from Staff.** Mr. Patel noted that snow is likely around the corner and staff are preparing for the winter snow season ahead.

9. **Adjournment.** At 7:24 P.M., Alderman Hallett made a motion to adjourn, seconded by Alderman Brown. Motion was unanimously approved by voice vote.

Respectfully submitted,

Ashley Heidorn  
Administrative Assistant of Public Works

# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 22-R-0001 – Contract Award – 2022 Parkway Tree Planting Program

**AGENDA ITEM NUMBER:** 4.A.**COMMITTEE AGENDA DATE:** January 6, 2022**COUNCIL AGENDA DATE:** January 17, 2022**STAFF REVIEW:** Mehul T. Patel, P.E., CFM., Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

This project consists of providing and planting 133 parkway trees in various locations within the corporate limits of the City of West Chicago.

On November 23 2021, the City advertised the 2022 Parkway Tree Planting Program in the *Daily Herald*. There were a total of four plan holders and sealed bids were opened on Tuesday, December 14, 2021. Bids were received from two contractors with Acres Group, of Plainfield, Illinois, submitting the lowest responsible bid of \$38,845.00.

| Bidder name                  | Bid Amount  | Rank |
|------------------------------|-------------|------|
| Acres Groups, Plainfield, IL | \$38,845.00 | 1    |
| Langton Group, Woodstock, IL | \$49,235.84 | 2    |
| Estimate                     | \$40,432.00 | N/A  |

Acres Group completed the City's parkway tree planting program in 2018 and 2020, and its performance was satisfactory each year. Staff contacted performance references (City of Wheaton and the Village of Skokie) and all provided positive feedback and indicated they would use Acres Group again. All indicated good quality trees and excellent work from Acres Group.

Staff recommends that a contract be awarded to Acres Group, of Plainfield, Illinois, for services related to the 2022 Parkway Tree Planting Program, for an amount not to exceed \$38,845.00. Services related to the above referenced program will be funded from the Capital Projects Fund (08-34-53-4854) in which \$40,500 has been budgeted for FY2022.

**ACTIONS PROPOSED:**

Approve Resolution No. 22-R-0001 authorizing the Mayor to execute a contract with Acres Group of Plainfield, Illinois, as lowest responsible bidder, to provide services related to the 2022 Parkway Tree Planting Program for an amount not to exceed \$38,845.00.

**COMMITTEE RECOMMENDATION:**

**RESOLUTION NO. 22-R-0001**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A  
CONTRACT AGREEMENT WITH ACRES GROUP  
FOR SERVICES RELATED TO THE  
2022 PARKWAY TREE PLANTING 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 Services related to the 2022 Parkway Tree Planting Program between the City of West Chicago and Acres Group for an amount not to exceed \$38,845.00 in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 17<sup>th</sup> day of January, 2022.

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mayor Ruben Pineda

ATTEST:

\_\_\_\_\_  
City Clerk Nancy M. Smith

# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 22-R-0002 - Steve Piper and Sons – Contract Award for the 2022 Forestry Maintenance Program

**AGENDA ITEM NUMBER:** 4.B.**COMMITTEE AGENDA DATE:** January 6, 2022**COUNCIL AGENDA DATE:** January 17, 2022**STAFF REVIEW:** Timothy Wilcox, Assistant Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

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

Additional funds were added to the Budget for the 2022 Forestry Maintenance Program with the intention of "catching up" on the trimming portion of the program by increasing the trimming area, and also to compensate for the steady rise in unit pricing for tree trimming, which has increased at an average rate of just over three percent each year since 2005. It should also be noted, additional language was added to the FY 2022 contract for the purpose of extending the contract for the entire calendar year (all previous contracts ended in May of the contract year) for additional trimming or tree removal service if needed. Emergency services requiring four hours or less to complete would be paid at the provided emergency hourly rate for a three man crew and equipment. For operations in excess of four hours, the contractor would provide services at the contract unit prices for tree trimming and removal.

For the 2022 Forestry Maintenance Program, the request for bids was advertised in the Daily Herald on November 23, 2021 and bids were opened on December 14, 2021. There were four plan holders, but the City received only one bid. Steve Piper & Sons of Naperville, Illinois, submitted a bid of \$118,103.75. Nels J. Johnson Tree Experts, Inc. of Evanston, Illinois, and Ciosek Tree Service of Addison, Illinois each submitted NO BID letters. (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 seven of the last eight Forestry Maintenance Programs completed in West Chicago including the 2020 Forestry Maintenance Program (they did not submit a bid for the 2019 or 2021 Forestry Maintenance Programs due to volume of work previously committed to). City staff was satisfied with all of Piper's past performances.

It is staff's recommendation that a contract be awarded to Steve Piper & Sons, Inc. for services related to the 2022 Forestry Maintenance Program. As bid, the contract would be for an amount not to exceed \$118,103.75.

## CITY OF WEST CHICAGO

However, since parkway tree trimming has fallen behind the normal five year trimming cycle for the entire City and in FY2022 there is \$150,000.00 budgeted in the Capital Projects Fund (08-34-53-4870) for Forestry Maintenance, staff recommends to take advantage of the pricing by awarding a contract to Steve Piper & Sons, Inc. for services related to the 2022 Forestry Maintenance Program for an amount not to exceed the budgeted amount of \$150,000. Steve Piper & Sons, Inc. representatives have confirmed they are able to accommodate the additional work.

### **ACTIONS PROPOSED:**

Approve Resolution No. 22-R-0002 authorizing the Mayor to execute a contract with Steve Piper & Sons, Inc. of Naperville, Illinois, as the lowest responsible bidder, to provide services for the 2022 Forestry Maintenance Program, in an amount not to exceed \$150,000.00.

### **COMMITTEE RECOMMENDATION:**

**RESOLUTION NO. 22-R-0002**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT  
AGREEMENT WITH STEVE PIPER & SONS, INC. OF NAPERVILLE,  
ILLINOIS FOR SERVICES RELATED TO THE  
2022 FORESTRY MAINTENANCE 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 Services related to the 2022 Forestry Maintenance Program, between the City of West Chicago and Steve Piper & Sons, Inc. of Naperville, Illinois, for an amount not to exceed \$150,000.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 17<sup>th</sup> day of January, 2022.

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mayor Ruben Pineda

ATTEST:

\_\_\_\_\_  
City Clerk Nancy M. Smith

|                                                                                                                                                                                           |  |  |  |                            |          |                                                                               |              |                                                                |        |                                                                       |             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|----------------------------|----------|-------------------------------------------------------------------------------|--------------|----------------------------------------------------------------|--------|-----------------------------------------------------------------------|-------------|
| City of West Chicago<br><br>Tabulation of Bids<br><br>2022 Forestry Maintenance Program<br><br>Date: December 14, 2021 10:00 A.M.<br>Opened by: Tim Wilcox<br>Recorded by: Ashley Heidorn |  |  |  | Name and Address of Bidder |          | Nels J. Johnson Tree Experts, Inc.<br>912 Pitner Avenue<br>Evanston, IL 60202 |              | Ciosek Tree Service<br>3N174 Bruce Avenue<br>Addison, IL 60101 |        | Steve Piper & Sons, Inc.<br>31W320 Ramm Drive<br>Naperville, IL 60563 |             |
|                                                                                                                                                                                           |  |  |  | Approved Estimate of Cost  |          | No Bid Letter                                                                 |              | No Bid Letter                                                  |        | 5% Bid Bond                                                           |             |
|                                                                                                                                                                                           |  |  |  |                            |          |                                                                               |              |                                                                |        |                                                                       |             |
| ITEMS                                                                                                                                                                                     |  |  |  | Units                      | Quantity | 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       | \$0.00                                                         | \$0.00 | \$25.00                                                               | \$0.00      |
| 2 Tree Removal (over 15 in./dia)                                                                                                                                                          |  |  |  | in./dia                    | 516.0    | \$38.00                                                                       | \$19,608.00  | \$0.00                                                         | \$0.00 | \$36.55                                                               | \$18,859.80 |
| 3 Pruning (1 to 10 in./dia)                                                                                                                                                               |  |  |  | ea. Tree                   | 932.0    | \$30.00                                                                       | \$27,960.00  | \$0.00                                                         | \$0.00 | \$19.25                                                               | \$17,941.00 |
| 4 Pruning (over 10 in./dia)                                                                                                                                                               |  |  |  | ea. Tree                   | 1363.0   | \$75.00                                                                       | \$102,225.00 | \$0.00                                                         | \$0.00 | \$59.65                                                               | \$81,302.95 |
| 5 Emergency Servises                                                                                                                                                                      |  |  |  | hourly                     | 0.0      | \$0.00                                                                        | \$0.00       | \$0.00                                                         | \$0.00 | \$350.00                                                              | \$0.00      |
| Total As Read                                                                                                                                                                             |  |  |  |                            |          |                                                                               |              | No Bid                                                         |        | No Bid                                                                |             |
| Total As Corrected                                                                                                                                                                        |  |  |  |                            |          | \$149,793.00                                                                  |              | No Bid                                                         |        | No Bid                                                                |             |
|                                                                                                                                                                                           |  |  |  |                            |          |                                                                               |              |                                                                |        | \$118,103.75                                                          |             |
|                                                                                                                                                                                           |  |  |  |                            |          |                                                                               |              |                                                                |        | \$118,103.75                                                          |             |

# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 22-R-0004 - Contract Award –Christopher B. Burke Engineering LTD, for Professional Engineering Services Related to Updating the City of West Chicago Hydraulic Water System Model

**AGENDA ITEM NUMBER:**

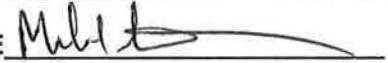
4.C.

**COMMITTEE AGENDA DATE:** January 6, 2022

**COUNCIL AGENDA DATE:** January 17, 2022

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

**SIGNATURE**



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

**SIGNATURE**

\_\_\_\_\_

**ITEM SUMMARY:**

A hydraulic water model is a computer simulation of a water system. Through the help of specialized software, such as WaterCAD, a water distribution system is modeled as a “network”; this modeling can include details such as pipe material, pipe size, length of pipe, system demand, etc. The water model is used to analyze our water system. In addition, it assists in narrowing alternatives for future/proposed developments or system improvements. This modeling allows staff to simulate various operating conditions in the distribution system without causing damage or interrupting existing service.

Our original water model was developed when the Water Treatment Plant was constructed in 2005. The last update to our water model was performed in 2011 when a Water Tower Study was completed. The results of that Study indicated additional water storage was needed. With additional development and changes to the water system in the past decade, we need to update our water model to correctly analyze our future water system storage needs and system demand. In the fall of 2021, staff requested proposals from several qualified engineers to perform this update. The update will include:

1. Incorporate watermain modifications since 2011.
2. Update fire flow requirements (flow and residual pressure).
3. Calibrate Model - Once the model is updated, it will be calibrated by taking static pressure measurements at 15-minute intervals at approximately 30 fire hydrants throughout the City.
4. Troubleshoot the model to ensure accuracy.
5. Prepare current water usage and population projections. As part of this project, water usage projections will be upgraded based on historical water usage and CMAP population projections.
6. Evaluate the existing water distribution system
7. A draft report will be prepared and submitted to the City for review. The final report will include an electronic copy of the water model.

## CITY OF WEST CHICAGO

8. Engineers will develop a future water system model. Future water demand requirements will be based on the City's anticipated development. The model will then be used to determine the future water distribution system pipe network required to provide adequate system pressure and fire flow during maximum day demand conditions.

Of the engineers public works solicited for this work, three proposals were received (results below) with Christopher B. Burke Engineering LTD of Lockport, Illinois submitting the lowest not to exceed cost of \$29,200. In 2022, \$100,000 has been budgeted for this project in water fund account 063447-4225.

| Bidder                               | Proposal Amount | Rank |
|--------------------------------------|-----------------|------|
| Christopher B. Burke Engineering LTD | \$29,200        | 1    |
| Trotter and Associates               | \$79,600        | 2    |
| CMT Engineers                        | \$89,500        | 3    |

City staff have worked with Christopher B. Burke Engineering LTD in the past and are satisfied with its services. Planning and maintenance of our water system is vital to the City's continued growth and success. Staff recommends moving forward with this project.

### ACTIONS PROPOSED:

Approve Resolution No. 22-R-0004 authorizing the Mayor to execute a contract with Christopher B. Burke Engineering LTD of Lockport, Illinois, for an amount not to exceed \$29,299 for professional services related to updating the City of West Chicago's Hydraulic Water System Model

### COMMITTEE RECOMMENDATION:

**RESOLUTION NO. 22-R-0004**

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A CONTRACT WITH CHRISTOPHER B. BURKE ENGINEERING LTD., FOR  
SERVICES RELATED TO THE 2022 UPDATE OF THE CITY OF WEST  
CHICAGO HYDRAULIC WATER SYSTEM MODEL 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 services contract with Christopher B. Burke Engineering LTD. for an  
amount not to exceed \$29,299 for professional services related to updating the City of  
West Chicago Hydraulic Water System Model, in substantially the form attached  
hereto and incorporated herein as Exhibit "A".

APPROVED this 17<sup>th</sup> day of January, 2022.

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mayor Ruben Pineda

ATTEST:

\_\_\_\_\_  
City Clerk Nancy M. Smith



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

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

November 2, 2021

**REVISED December 16, 2021**

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

Attention: Mr. Mehul T. Patel, Public Works Director

Subject: Proposal for Professional Engineering Services  
Water Distribution System Water Model Update  
City of West Chicago

Dear Mr. Patel:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) is submitting this proposal professional engineering services for updating the City's existing Water Distribution System Model. Included in this proposal are the Understanding of the Assignment, Scope of Services, and Estimated Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

The City has an existing model of the water distribution system. The model has not been updated in several years so it may be missing improvements made to the system and changes in water demands that have occurred since the last update. The City desires to update the model to be a current representation of the water distribution system.

**SCOPE OF SERVICES**

**Task 1 – Data Collection and Review:** CBBEL will review and evaluate the existing water model data provided in digital format by the City. CBBEL will review the model against current GIS data provided by the City as well as review recent water main installation projects performed by the City since the model was last updated. We have assumed that the City will provide copies of construction record drawings for review. CBBEL will collect & review the necessary information for key components of the system to verify:

- Capacities and operating characteristics of the pumps including pump curves, representative daily pumping rates, and run times;
- Representative tank level set points for pumps On and Off (please indicate which tank is used as the control tank if there are multiple);

- Review Average Day, Maximum Day, Peak Hour, and Fire Flow water demands to be used to model the existing water facilities and existing distribution system;
- High water consumers (typically a list of the top 100 consumers is sufficient) within the City. Yearly and/or monthly water rate data can be used;
- Population Projections to include water usage to 2050 based on historical water usage and CMAP population projections.
- Establish minimum/maximum acceptable pressures for the water demand conditions to be modeled;
- Establish the Hazen-Williams C factor to be used for modeling the water system piping;
- Emergency and Alternative water supply sources;
- City fire flow requirements (residential and commercial);
- Hydrant flushing program;
- Recent fire flow test records;

Task 2 – Update Model: Based on the information received and reviewed in Task 1, CBBEL will accomplish the following:

- Update Average Day, Maximum Day, Peak Hour, and Fire Flow water demands to be used to model the existing water facilities and existing distribution system;
- Build and update the model to reflect the current GIS data and construction improvement projects completed of water supply mains, site distribution mains, elevated storage tanks, reservoirs, valves, and pumps of the system;
- Verify ground elevations at water main junctions and the connectivity of the system;
- Input emergency and alternative water supply sources;
- Update the High water consumer locations within the water system along with population projections for 2050 water usage;
- Coordinate the calibration efforts of the model with the City for Steady State and Extended Period Simulations using data of pressure measurements and fire hydrant tests to be performed by the City Public Works staff or Fire Department;
- Verify pump data into the model;
- Input Street Improvement Program information (new watermain) into the model.

Task 3 – Run Simulation Scenarios: Upon completion of the updated water model, CBBEL will model Average Day, Maximum Day, Peak Hour and Maximum Day plus Fire Flow demand conditions and identify locations (if any) where the model results show pressure conditions are not within the established minimum or maximum pressure requirements. CBBEL will verify and calibrate the extended duration model to evaluate the effects of operating conditions and controls on water storage and pumping. CBBEL will run simulations to model existing and proposed pumping scenarios. CBBEL will run simulations of known future proposed improvements.

Task 4 – Analysis of Modeling Results: Following the modeling run simulations performed under Task 3, CBBEL will analyze the results and formulate recommendations for operational, maintenance and capital improvements in accordance with standard water industry practices. CBBEL will analyze:

- a) The City's existing storage:
  - i. Volume
  - ii. Location of the facilities within the distribution system
  - iii. Water turn-over
  - iv. Operational and maintenance considerations
- b) Available fire flow
- c) Pump and storage operations and controls
- d) Age, condition, and sizing of the distribution system mains.
- e) Water Quality and Water Age.

Task 5 – Meetings: CBBEL has included meetings to review project status updates and present model findings throughout the process. CBBEL will meet with the City to review the water model and identify any modifications/additions required to finalize the model and verify that it is an accurate representation of the existing City water distribution system.

Task 6 – Report, Deliverables & Recommendations: CBBEL will prepare a summary of the findings and the water modeling results and meet with City Public Works Staff. With input from the Public Works Staff, CBBEL will prepare recommendations for operational, maintenance and capital improvements identified from the modeling efforts. CBBEL will summarize the findings and recommendations from the Water System Modeling and Analysis in a report including supporting exhibits and data.

#### ESTIMATE OF FEE

| TASK                                            | FEE      |
|-------------------------------------------------|----------|
| Task 1 – Data Collection and Review             | \$3,500  |
| Task 2 – Update Model                           | \$7,000  |
| Task 3 – Run Simulation Scenarios               | \$5,600  |
| Task 4 – Analysis of Modeling Results           | \$5,600  |
| Task 5 – Meetings                               | \$2,500  |
| Task 6 – Report, Deliverables & Recommendations | \$4,200  |
| Direct Costs                                    | \$800    |
| NOT-TO-EXCEED TOTAL                             | \$29,200 |

We will bill you at the hourly rates specified in the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. We will not exceed the fee without written permission of the client. The General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services.

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

Sincerely,

A handwritten signature in green ink, appearing to read 'MK', with a long horizontal flourish extending to the right.

Michael E. Kerr, PE  
President

Encl. Schedule of Charges  
General Terms and Conditions

THIS PROPOSAL AND SCHEDULE OF CHARGES ACCEPTED FOR CITY OF WEST CHICAGO:

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**

| <u>Personnel</u>                       | <u>Charges*</u><br><u>(\$/Hr)</u> |
|----------------------------------------|-----------------------------------|
| Principal                              | 275                               |
| Engineer VI                            | 251                               |
| Engineer V                             | 208                               |
| Engineer IV                            | 170                               |
| Engineer III                           | 152                               |
| Engineer I/II                          | 121                               |
| Survey V                               | 229                               |
| Survey IV                              | 196                               |
| Survey III                             | 172                               |
| Survey II                              | 126                               |
| Survey I                               | 100                               |
| Engineering Technician V               | 198                               |
| Engineering Technician IV              | 161                               |
| Engineering Technician III             | 146                               |
| Engineering Technician I/II            | 68                                |
| CAD Manager                            | 177                               |
| Assistant CAD Manager                  | 153                               |
| CAD II                                 | 135                               |
| GIS Specialist III                     | 148                               |
| GIS Specialist I/II                    | 94                                |
| Landscape Architect                    | 170                               |
| Landscape Designer I/II                | 94                                |
| Environmental Resource Specialist V    | 216                               |
| Environmental Resource Specialist IV   | 170                               |
| Environmental Resource Specialist III  | 139                               |
| Environmental Resource Specialist I/II | 94                                |
| Environmental Resource Technician      | 114                               |
| Administrative                         | 104                               |
| Engineering Intern                     | 63                                |
| Information Technician III             | 130                               |
| Information Technician I/II            | 116                               |

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage      Cost + 12%

\*Charges include overhead and profit

The above rates will not change throughout the duration of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

June 13, 2005

P:\Proposals\Terms and Conditions\GT&C 2005.061305.doc

# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 22-R-0005 - Contract Award – ERA  
Valdivia Contractors Inc., for Services Related to Cleaning,  
Repairing, & Painting Two 500,000 Gallon Ground Storage  
Reservoirs Project

**AGENDA ITEM NUMBER:**4.D.**COMMITTEE AGENDA DATE:** January 6, 2022**COUNCIL AGENDA DATE:** January 17, 2022**STAFF REVIEW:** Mehul Patel, P.E., CFM, Director of Public Works**SIGNATURE****APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE****ITEM SUMMARY:**

The City owns and operates Booster Station #4, located at 320 E. Forest Avenue, and Booster Station #8, located at 1255 Helena Drive. These booster stations are used to increase available water in the distribution system during peak demand periods. This is accomplished by signaling pumps at the booster stations to operate based on water system pressure. As more water is required, the overall pressure drops in the water system. As this pressure drop occurs, a signal is received from the Water Treatment Plant, calling for pumps to run and “boost” the water system pressures by supplying more water. The pumps are supplied with pre-treated water from the ground storage tanks located onsite. Some examples of when the booster stations are operational include filling the water towers or supplying water during periods of high demand.

In 2019, the City hired KLM Engineering, Inc., to inspect all of our water storage tanks. During these inspections, Booster Station #4 and Booster Station #8 were identified as needing maintenance and rehabilitation. Being the most familiar with the repairs required and conditions of the storage tanks, KLM was retained by the City in April 2021 to provide design-engineering services related to the rehabilitation of the booster stations. KLM identified the following improvements required at each site:

**Booster Station #4**

- Replacement of the tank's roof. The current roof was installed in 1959 and is in unrepairable condition.
- Sandblast and repaint the tank's exterior.
- Removal of obsolete equipment from within the interior of the tank (i.e., Cathodic Protection System, ladder safety climb device, wood plank baffle wall, etc.).
- Sandblast and repaint the tank's interior.
- Installation of a mixing system inside the tank to improve water quality.
- Installation of OSHA approved safety features.

**Booster Station #8**

- Sandblasting and repaint the exterior.
- Removal of obsolete equipment from the interior.
- Re-welding and repair of interior supports.
- Repainting the interior.

## CITY OF WEST CHICAGO

- Installation of a mixing system to improve water quality.
- Installation of OSHA approved safety features.

The engineering design process for the booster stations was completed in October 2021. The Cleaning, Repairing, & Painting Two 500,000 Gallon Ground Storage Reservoirs Project, was initially advertised in the Daily Herald on November 1, 2021, and bids were opened on November 15, 2021. These bids were rejected because the low bidder could not honor its bid.

In an attempt to get this work done within our FY2022 budget, staff re-bid the project with the work at Booster Station #8 listed as an alternate. The revised project was advertised in the Daily Herald on November 22, 2021, and bids were opened on December 7, 2021. Three bids were received (results below) with ERA Valdivia Contractors Inc. of Chicago, Illinois, submitting the lowest responsible bid of \$1,388,650. This cost is for rehabilitation of both booster stations. The Engineer's Estimate of Probable Construction Cost was \$1,455,000.

| Bidder                                                   | Base Bid (Booster #4) | Alternate Bid 1 (Booster #8) | Total Bid Amount | Rank |
|----------------------------------------------------------|-----------------------|------------------------------|------------------|------|
| ERA Valdivia Contractors Inc.                            | \$889,370             | \$499,280                    | \$1,388,650      | 1    |
| Classic Protective Coatings Inc.<br>Menominee, Wisconsin | \$986,979             | \$491,389                    | \$1,477,958      | 2    |
| Viking Painting LLC                                      | \$989,250             | \$551,200                    | \$1,540,450      | 3    |
|                                                          |                       |                              |                  |      |
| Engineer's Probable Estimate                             | \$1,455,000           |                              |                  |      |

Reference checks were performed on ERA Valdivia Contractors Inc. with favorable results. Therefore, it is staff's recommendation that a contract be awarded to ERA Valdivia Contractors Inc. of Chicago, Illinois, for the Cleaning, Repairing, & Painting Two 500,000 Gallon Ground Storage Reservoirs Project, in an amount not to exceed \$1,388,650 (Base Bid + Alternate 1). Within the FY 2022 Water Capital Improvement Plan, we have budgeted \$1,450,000 for construction and inspection services related to the rehabilitation of these structures.

There may be a modification in the final contract cost due to the price of steel. Due to recent market uncertainties the price of steel has fluctuated greatly in the past year. In order to get the best material pricing for the City the price of steel will be set upon project start. The bidder submitted a price for steel that was recorded on the date of bid close. The price of steel will also be reviewed on the project start date. If the price increases, we will need to issue a change order. If the price goes down, the contractor will provide a credit. All pricing and any changes in cost are based upon the NYSE American Steel Index.

### ACTIONS PROPOSED:

Approve Resolution No. 22-R-0005 authorizing the Mayor to execute a contract with ERA Valdivia Contractors Inc., for an amount not to exceed \$1,388,650 (Base Bid + Alternate 1) for services related to the 2022 Cleaning, Repairing, & Painting Two 500,000 Gallon Ground Storage Reservoirs (Booster #4 and Booster #8) Project.

### COMMITTEE RECOMMENDATION:

**RESOLUTION NO. 22-R-0005**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A CONTRACT WITH  
ERA VALDIVIA CONTRACTORS INC., FOR SERVICES RELATED TO  
CLEANING, REPAIRING, & PAINTING TWO 500,000 GALLON GROUND  
STORAGE RESERVOIRS 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 contract with ERA Valdivia Contractors Inc., for an amount not to exceed \$1,388,650 (Base bid + Alternate 1) for services related to the 2022 Cleaning, Repairing, & Painting Two 500,000 Gallon Ground Storage Reservoirs, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 17<sup>th</sup> day of January, 2022.

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mayor Ruben Pineda

ATTEST:

\_\_\_\_\_  
City Clerk Nancy M. Smith