

# CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

## INFRASTRUCTURE COMMITTEE

Thursday, September 7, 2023  
7:00 P.M. – City Council Chambers

### AGENDA

1. Call to Order, Roll Call, and Establishment of a Quorum
2. Approval of Minutes
  - A. Infrastructure Committee of August 3, 2023
3. Public Participation / Presentations
4. Items for Consent
  - A. Purchase of Three 2023 Ford F150 Police Responder Vehicles – Haggerty Ford, West Chicago, Illinois
  - B. Purchase of Two 2023 Ford F-150, Regular Cab, 4x4, Pick-up Trucks – Haggerty Ford, West Chicago, Illinois
  - C. Resolution No. 23-R-0072 – Layne Company – Professional Services Related to the Well Station No. 3 Rehabilitation Project for an Amount Not to Exceed \$259,555.00
  - D. Resolution No. 23-R-0073 – Purnell Road – Intergovernmental Agreement – Winfield Township Road District for Right-of-Way Maintenance Operations
  - E. Resolution No. 23-R-0074 – Intergovernmental Agreement – Winfield Township Road District for Snow Removal Operations
  - F. Resolution No. 23-R-0078 – Change Order No. 1 – Construction, Inc. for the First and Lower Level Renovation Project at 200 Main St. in an Amount not to Exceed \$150,000.00 for a Revised Contract Value of \$1,340,000.00
  - G. Resolution No. 23-R-0079 – Change Order No. 1 – Swallow Construction Corporation for the 2023 Sophia Street Area Water Main and Streets Rehabilitation Project in an Amount not to Exceed \$50,000.00 for a Revised Contract Value of \$1,605,803.65
  - H. Resolution No. 23-R-0080 – Contract Award – KWCC, Inc. for the Base Bid and Alternate Bid No. 1 for Metra Train Station Repairs Project in an Amount not to Exceed \$166,490.00 and to Reject Alternate Bid No. 2
5. Items for Discussion
6. Unfinished Business
7. New Business
8. Reports from Staff
9. Adjournment

475 Main Street  
West Chicago, Illinois  
60185

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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

August 3, 2023 7:00 P.M.

1. **Call to Order, Roll Call, and Establishment of a Quorum.** Chairman Morano called the meeting to order at 7:00 P.M. Roll call found Aldermen Dan Beebe, Heather Brown, Sandra Dimas, Alton Hallett, Joe Morano, Jeanne Short, and John C. Smith, Jr., present.

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

2. **Approval of Minutes**

A. **Infrastructure Committee Minutes of July 6, 2023.** Alderman Brown made a motion, seconded by Alderman Smith to approve the Meeting Minutes of July 6, 2023.

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

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

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

- A. Rejection of Bids – 135 W. Grandlake Blvd. - North Public Works Garage Insulation Project
- B. Resolution No. 23-R-0067 – Contract Award – Anthony Roofing Tecta America, LLC for the Base Bid + Alternate Bid for Public Work Garage Re-Roofing Project in an Amount Not to Exceed \$215,000.00
- C. Resolution No. 23-R-0068 – Engineering Enterprises, Inc. – Professional Engineering Services for Preparation of a Lead Service Line Replacement Plan in an Amount Not to Exceed \$68,184.00
- E. Resolution No. 23-R-0070 – Change Order No. 1 – Professional Engineering Design Service to Gewalt Hamilton Associates, Inc for IL-38 and Technology Boulevard Traffic Signal Project in an Amount Not to Exceed \$27,300.00

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

**5. Items for Discussion.**

**4.D. Resolution No. 23-R-0069 – Contract Award – Alliance Contractors, Inc. for the Klein Road Culvert Replacement Project for an Amount not to Exceed \$622,932.62.**

Alderman Brown requested an overview of this Item and expressed concern about continued increasing costs, inflation, and the burden of a potential levy in the future. Alderman Morano noted that the City was able to secure a 50/50 cost share with DuPage County, even given the increased pricing obtained after re-bidding the project. Mr. Patel confirmed that the County has agreed to hold up their end of the 50/50 agreement, but the grant funds must be used before December 2024. The culvert pipe is very deteriorated and in need of replacement. The City also has an obligation to meet the agreement with the County; Mr. Patel commented that he would hate to risk jeopardizing the potential of future funds by not following through at this time. He also noted that approving the contract amount does not mean it will always come in at that price when the project is complete either. For example, one of the resurfacing projects for this year is slated to come in about \$250,000.00 lower than the contract amount. Staff are very cognizant of the budget but are also aware of infrastructure needs that have been somewhat neglected. Mr. Patel noted that all fund balances are in the positive as well. **Alderman Dimas made a motion, seconded by Alderman Brown to approve.**

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

**6. Unfinished Business.** None.

**7. New Business.** None.

**8. Reports from Staff.** None.

**9. Adjournment.** At 7:12 P.M., Alderman Hallett made a motion to adjourn, seconded by Alderman Dimas. **Motion was unanimously approved by voice vote.**

Respectfully submitted,

Ashley Heidorn  
Administrative Assistant of Public Works

# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Purchase of Three 2023 Ford F150 Police Responder Vehicles – Haggerty Ford, West Chicago, Illinois

**AGENDA ITEM NUMBER:**

4.A.

**COMMITTEE AGENDA DATE:** September 7, 2023  
**COUNCIL AGENDA DATE:** September 18, 2023

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

**SIGNATURE**

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

**SIGNATURE**

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**ITEM SUMMARY:**

For FY 2022, Police and Public Works Department staff planned and budgeted for the addition of one new vehicle (K-9 unit) and replacement of three existing 2014-2015 patrol vehicles with 2022 Ford Utility Police Interceptor AWD Explorers. The staff made an attempt to purchase all four vehicles earlier this year; however, after going through all the approvals, staff was informed by the Ford dealership that we had missed the cut-off by two weeks, when in fact staff was given a different cutoff date initially. For 2023, Police and Public Works Department staff planned and budgeted for an additional Ford Utility Police Interceptor. Since staff was unable to place the order earlier this year, in total, the Police Department is now in need of five new Interceptors. All five will be 2023 Ford Utility Police Interceptor AWD Explorers. On September 6, 2022, the City Council authorized a purchase of Five 2023 Ford Utility Police Interceptor AWD Explorers from Haggerty Ford at \$44,994.00/each. In June 2023, the Public Works Department staff received three of the five vehicles. Despite multiple inquiries, there is no timeframe provided by Ford for the remaining two vehicles.

Police Department staff believes the City will be better served by cancelling the order for the remaining two 2023 Ford Utility Police Interceptor AWD Explorers and replace them with two 2023 Ford F150 Police Responder vehicles. Police Department staff is also requesting an additional 2023 Ford F150 Police Responder vehicle for its operations. The order cutoff date to place an order for the 2023 Ford F150 Police Responder was August 18, 2023.

Since the initial order for the 2023 Ford Utility Police Interceptor AWD Explorers was through Haggerty Ford, in order to meet the cutoff deadline and to expedite the procurement, the City of West Chicago staff recently solicited price quotes from Haggerty Ford for the 2023 Ford F150 Police Responder vehicles. Haggerty Ford provided a quote of \$47,383.00/each for a total of \$142,149.00 for three vehicles. The quote was compared with the exact same vehicle available through Sourcewell website. The quote matches Sourcewell pricing. Sourcewell is a cooperative purchasing avenue the City utilizes for fleet purchases.

The Five 2023 Ford Utility Police Interceptor AWD Explorers Vehicles were purchased from the Capital Equipment Replacement Fund (04-34-39-4804). Based on the cancellation of Two 2023 Ford Utility Police Interceptor AWD Explorers, the City will have \$89,988.00 remaining on purchase order. This remaining balance will be applied towards the new purchase of \$142,149.00. The Drug Asset Forfeiture Fund will pay for the difference of \$52,161.00. Due to the cancellation, the Capital Equipment Replacement Fund will also have \$24,000.00 available for necessary appurtenances/equipment (i.e., lights, sirens, decals, radios, computers, protective screens/cages, etc.) that will be installed by a third

## CITY OF WEST CHICAGO

party after the City takes delivery of the units (estimated to cost an additional \$12,000.00 per vehicle). The Drug Asset Forfeiture Fund will pay for the difference of any additional up fit cost of the three 2023 Ford F150 Police Responder vehicles. The anticipated delivery timeframe is within four to five months.

### **ACTIONS PROPOSED:**

That the West Chicago City Council authorize the purchase of three 2023 Ford F150 Police Responder vehicles, for a cost not to exceed \$142,149.00, 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 \$36,000.00.

### **COMMITTEE RECOMMENDATION:**



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

Date: 8/18/2023  
Salesperson: Lou Tornabeni  
Manager: Lou Tornabeni  
Customer ID #: F40091

**FOR INTERNAL USE ONLY**

<b>BUSINESS NAME CONTACT</b>	<b>CITY OF WEST CHICAGO</b>	Home Phone :
Address :	<b>475 MAIN ST WEST CHICAGO, IL 60185 DUPAGE</b>	Work Phone : <b>(630) 293-2200</b>
E-Mail :	<b>MNOA@WESTCHICAGO.ORG</b>	Cell Phone :

<b>VEHICLE</b>			
Stock # :	New / Used : <b>New</b>	VIN : <b>ORDER 4575</b>	Mileage:
Vehicle :	<b>2023 Ford F-150</b>		Color : <b>BLACK</b>
Type :	<b>POLICE 4x4 SuperCrew Cab 5.5 ft. box 14</b>		
Body Size :	Style :	Weight : <b>0</b>	Unit Class :

Market Value	Selling Price	46,858.00
DealerDoc		347.00
Non Tax Fees		178.00
Cash Deposit		.00
Balance		47,383.00

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

**AS PER SPEC ORDER 4575**



Preview Order 4575 - W1P - 4x4 Police Crew Cab: Order Summary Time of Preview: 08/18/2023 13:27:45 Receipt: NA

Dealership Name: Haggerty Ford, Inc.

Sales Code : F41080

Dealer Rep.	LOUIS TORNABENI	Type	Fleet	Vehicle Line	F-150	Order Code	4575
Customer Name	WEST CHICAGO	Priority Code	J3	Model Year	2023	Price Level	340

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F150 4X4 SUPERCREW - 145	\$48875	50 STATE EMISSIONS	\$0
145 INCH WHEELBASE	\$0	POLICE ENGINE IDLE FEATURE	\$260
TOTAL BASE VEHICLE	\$48875	TRAILER TOW PACKAGE	\$1325
AGATE BLACK METALLIC	\$0	.INTEGRATED TRAILER BRAKE CONT	\$0
POLICE 40/BLANK/40	\$0	MIRROR MAN FOLD W/POWER GLASS	\$305
BLACK	\$0	REAR-WINDOW DEFROSTER	\$0
EQUIPMENT GROUP 150A	\$0	LED SIDE-MIRROR SPOTLIGHTS	\$175
.XL SERIES	\$0	KEYED ALIKE - 1284X	\$50
.18" SILVER ALUMINUM WHEELS	\$0	BLIS-BLIND SPOT MONITORING SYS	\$590
3.5L V6 ECOBOOST	\$0	PRIVACY GLASS W/REAR DEFROSTER	\$320
ELEC TEN-SPEED AUTO W/TOW MODE	\$0	BEDLINER-TOUGHBED SPRAYIN* ACCY	\$595
.LT265/70R18C BSW ALL-TERRAIN	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
.3.31 ELECTRONIC LOCK RR AXLE	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
7050H GVWR PACKAGE	\$0	FUEL CHARGE	\$0
JOB #2 ORDER	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	PRICED OORA	\$0
FRONT LICENSE PLATE BRACKET	\$0	ADVERTISING ASSESSMENT	\$0
BLACK PLATFORM RUNNING BOARDS	\$250	DESTINATION & DELIVERY	\$1895
ENGINE BLOCK HEATER	\$90		
TOTAL BASE AND OPTIONS			MSRP \$54730
DISCOUNTS			NA
TOTAL			\$54730

ORDERING FIN: QE409 END USER FIN: QE409

Customer Name:  
Customer Address:

Customer Email:  
Customer Phone:

Customer Signature

Date

*This order has not been submitted to the order bank.  
This is not an invoice.*

# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Purchase of Two 2023 Ford F-150, Regular Cab, 4x4, Pick-up Trucks – Haggerty Ford, West Chicago, Illinois

**AGENDA ITEM NUMBER:**4.B.**COMMITTEE AGENDA DATE:** September 7, 2023**COUNCIL AGENDA DATE:** September 18, 2023**STAFF REVIEW:** Mehul T. Patel, P.E., Director of Public Works**SIGNATURE****APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE**

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**ITEM SUMMARY:**

For FY 2023, Public Works Department staff have planned and budgeted for the replacement of one 2014 Ford F150 Regular Cab in the Utilities Division (Unit 640) and one 2008 F150 Super Cab with a liftgate in the Streets Division (Unit 785) with two 2023 Ford F-150 Regular cab and other equipment. Unit 640 is currently utilized as a locate truck and is on a seven-year initial replacement cycle. Unit 785 is currently utilized as an everyday truck for heavy lifting and transporting of tools and equipment. Unit 785 is on a ten-year initial replacement cycle. Both units are overdue for a replacement.

The City of West Chicago is a member of the DuPage Mayors and Managers Conference, which is one of the sponsors of the Suburban Purchasing Cooperative (SPC), which is a joint purchasing program that represents 144 municipalities and townships in northeastern Illinois. In the past, we have had the luxury of being able to capitalize on the joint bid contracts for such purchases. The SPC currently has a contract for the F200 to F500 series but there is not one for the F100 series. Sourcewell is another cooperative purchasing avenue the City utilizes for fleet purchases.

To allow local vendors an opportunity to quote on the 2023 Ford F-150, Regular Cab, 4x4, Pick-up Trucks, staff recently solicited price quotes from four Ford dealerships (i.e., three local Ford dealerships and one Ford dealership from Taylorville). From our request for proposal, only Haggerty Ford of West Chicago, Illinois, and Hawk Ford of St. Charles, Illinois, responded with a proposal, in the amount of \$43,375.00 and \$43,170.00, respectively. The quoted base price from each dealer matches the listed price on the Sourcewell website. Furthermore, the price from Haggerty is within the three percent Local Vendor Preference Policy (Resolution 12-R-0009).

Based on comparable pricing received, staff recommends ordering two 2023 Ford F-150 Regular cab 4x4 pick-up truck from Haggerty Ford of West Chicago, Illinois, for an amount not to exceed \$43,375.00/each for a total of \$86,750.00. While a firm order cutoff date is not given, based on current economic conditions within the auto industry, the order cutoff can happen at any moment. Staff recommends placing an order as soon as possible.

In FY23, \$47,600.00 is budgeted in the Capital Equipment Replacement Fund (04-34-39-4804) for the replacement of Unit 785 and \$39,800.00 is budgeted for replacement of Unit 640, for a combined \$87,400.00. A third party vendor will do the up fit for each vehicle, for which \$3,000.00 is budgeted per unit in the same fund. The lead-time on the vehicles is four to six months.

## CITY OF WEST CHICAGO

**ACTIONS PROPOSED:**

That the West Chicago City Council authorize the purchase of two 2023 Ford F-150, Regular Cab, 4x4, Pick-up Trucks, for a cost not to exceed \$86,750.00, 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 two vehicles.

**COMMITTEE RECOMMENDATION:**



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

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

DATE 08/07/2023 Salesman Lou Tornabeni

NAME CITY OF WEST CHICAGO STOCK # \_\_\_\_\_

CO-BUYER \_\_\_\_\_ EMAIL MNOA@WESTCHICAGO.ORG

ADDRESS 475 MAIN ST CELL PHONE \_\_\_\_\_

CITY WEST CHICAGO STATE IL ZIP 60185 HOME PHONE \_\_\_\_\_

HOME PHONE \_\_\_\_\_

please enter my order for the following:  New  Demo  Used PHONE \_\_\_\_\_

	YEAR	NAME	MODEL	COLOR	MILEAGE	SERIAL #
BOUGHT	2023	Ford	F-150	WHITE		ORDER 7777
TRADED						

CASH SELLING PRICE	42,850.00
TRADE DISCOUNT	
CASH DIFFERENCE	42,850.00
TAXES	
LICENSE & TITLE	178.00
ADMINISTRATIVE FEES & CHARGES	347.00
SUB TOTAL	43,375.00
PAYOFF ON TRADE	
SUB TOTAL	43,375.00
FACTORY REBATE	
SERV CONT	
DEPOSIT	
BALANCE DUE ON DELIVERY	43,375.00

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

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

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

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

This is a non-binding order.

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

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

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

SIGNED \_\_\_\_\_ PURCHASER

SIGNED \_\_\_\_\_ CO-BUYER

# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 23-R-0072 – Layne Company – Professional Services Related to the Well Station No. 3 Rehabilitation Project for an Amount Not to Exceed \$259,555.00.

**AGENDA ITEM NUMBER:**4.C.**COMMITTEE AGENDA DATE:** September 7, 2023**COUNCIL AGENDA DATE:** September 18, 2023**STAFF REVIEW:** Mehul T. Patel, P.E., CFM, Director of Public Works**SIGNATURE****APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE****ITEM SUMMARY:**

Well No. 3, located at 320 Fremont, is one of the five City-owned deep wells. The well assembly consists of a Byron Jackson Pump and a Sunstar 200hp motor with a mechanical seal, set at a depth of approximately 825 feet. The well is rated to pump 750 gallons per minute (gpm). The well was constructed in 1975 and was last serviced in 2020. The 2020 project included repair of the motor assembly (which had failed), and installation of a motor protection circuit. On February 24, 2023, the Well failed while under operation and would not restart. The motor assembly was tested following the failure of the Well. The testing results indicate an issue with the motor assembly of the well, requiring it to be pulled for a repair. Staff believe the motor assembly has failed and will need a replacement.

Due to its history servicing the well and knowledge of original equipment installation, staff solicited a proposal from the Layne Company to pull, inspect, and rehabilitate the well assembly. Layne's proposal includes a complete rebuild and rehabilitation of the existing well equipment, including a television survey of the well casing. This proposal also contains estimated provisions for new column pipe, cable, cleaning and re-coating of the existing column pipe, and overall inspection of all well components. The estimated total for these services is \$259,555.00, which includes a rebuilt motor for \$104,200.00. A new motor cost is \$186,153.00 and has a 40-week lead time. The proposed rebuilt motor has a two-week lead time and the same manufacturer's warranty as a new unit. Staff recommends going with a rebuilt motor to get the Well back online as soon as possible.

For logistical reasons, City staff recommends the rehabilitation of the Well assembly before upcoming rehabilitation work starts at the Fremont Water Tower.

Staff requests that the City Council authorize the Mayor to execute a professional services contract with Layne Company, for an amount not to exceed \$259,555.00, for services necessary to remove, inspect, repair, re-install, test, and place the well assembly at Well Station No. 3. This is an unbudgeted item in FY 2023, but there are unused funds from the Well 11 Rehabilitation Project (\$73,000.00 in 06-34-47-4420) which will be used to start the project. Final invoicing for repairs and the motor replacement will not occur until 2024. Appropriate funds will be budgeted in FY2024 to cover any remaining costs.

**ACTIONS PROPOSED:**

Approve Resolution No. 23-R-0072 authorizing the Mayor to execute a contract with Layne Company for professional services related to the Well Station No. 3 Rehabilitation Project for an amount not to exceed \$259,555.00.

**COMMITTEE RECOMMENDATION:**

**RESOLUTION NO. 23-R-0072**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A  
CONTRACT WITH LAYNE COMPANY  
FOR PROFESSIONAL SERVICES RELATED TO THE  
WELL STATION NO. 3 REHABILITATION PROJECT  
FOR AN AMOUNT NOT TO EXCEED \$259,555.00.**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a contract with Layne Company for professional services related to the Well Station No. 3 Rehabilitation Project for an amount not to exceed \$259,555.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 18<sup>th</sup> day of September 2023.

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

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

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

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

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

ATTEST:

\_\_\_\_\_  
Executive Assistant Valeria Perez



August 17, 2023

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

Attn: Rocky Horvath, Water Superintendent

Re: Well No. 3 – 200HP Submersible Motor and Pump Repair – Revision 1

Rocky,

We submit this letter as our revised proposal for the pulling, repairs, and reinstallation of the 200HP motor and submersible pump in Well No. 3.

Per your records and our old records, we believe this well consists of a 200HP 12" Sun-Star motor, approximately 825' of 8" T&C line pipe, and a Byron Jackson 11MQH – 16 stage All Bronze bowl assembly (if not replaced by others).

Well No. 3 was drilled as a Silurian limestone well in 1950 by Layne to a depth of 310'. To increase capacity, in 1977 the hole was deepened to the Galesville formation by a WI driller to a total depth of 1,378'. In 2011, the well was relined due to the old 16" casing being severely deteriorated. In addition, the 12" ID "drop-in" steel liner below the St. Peter sandstone from approximately 926' to 1,195' had many holes. A 13-3/8" OD liner shoe was welded on top of a 9-5/8" to 12-3/4" steel swage welded on top end of the 9-5/8" liner. This then set down on the top end of the old 12" liner for support of the new liner.

From a site visit, we have determined that if the transformers above the well are 12kV and the transformers stepdown the power to 460V. This would need to be confirmed with ComEd in writing before any work would begin. A small amount of tree limbs on the west side of the property over the fence line would also need to be trimmed.

Due to the nature of the situation, an exact cost cannot be determined until the pump has been pulled and inspected. However, for our proposal, we have developed the list below, which includes all items that we believe will be required, as well as some items that may be needed.

- Mobilization to the site, pull the pump, briefly inspect on-site, and measure the total depth and static water level.

## **WATER RESOURCES**

- Television Survey of the well to check the integrity of the well.
- Disassemble, inspect & probable rebuilding of the Byron Jackson bronze bowl assembly, if this is still installed.
- Mobilize 8” column pipe to our yard; sandblasting for inspection; and remobilize back to site.
- Possible 8” T&C pipe repairs and re-epoxy coating, inside and out.
- Hypot the power cable to determine its reuse.
- Clean well borehole by brushing & bailing fill, if deemed necessary.
- New materials and well rehab contingencies.
- Reinstallation of the pump, including a test of the well and pump. (Note: our testing work is based upon City personnel operating all valving to allow us to pump to waste from an adjacent fire hydrant).

A pump repair of this type is normally performed on a time and material basis. With this outdoor set-up, we would utilize a Large Pump Service Rig, Service Truck and Trailer, and crew of 4 Men to pull and 3 men to set.

The listing of the items for our T&M estimate is broken down as follows:

• Mobilization, pulling, and brief inspection on the site with pump service crew	\$37,040.00
• Hydro crane and crew to load and haul bowl, cable, & motor to yard	\$4,200.00
• Disassemble, clean, & inspect 16-stg all bronze bowl assembly	\$3,500.00
• Sandblast 8” pipe ends for inspection	\$2,000.00
• Hypot check of cable, lump sum	\$1,300.00

• Television survey of well, lump sum	\$1,750.00
• Refurbish Baker pitless adapter spool	\$2,100.00
• Miscellaneous materials, such as, sodium hypochlorite, HTH tablets, stainless steel banding, plastic airline, and buckles, etc.	\$2,500.00
• Mobilization of bowl, cable, and motor to site and unload	\$2,000.00
• Pump service crew for reinstallation of pump, testing, and demobilization	\$31,000.00
• Power tong usage, per 8-hour shift – est. 7 at \$470.00	\$3,290.00
• Byron Jackson flat cable assembly, if needed	\$10,100.00
• 8" T&C replacement pipe contingency, 825' @ \$78.00/ft = \$64,350.00 – <b>assume reusable</b>	-
• New 500MCM jacketed power cable, 850' @ \$104.00/ft = \$88,400.000 – <b>assume reusable</b>	-
• 2 – 8" surge control valve @ \$1,450.00 ea.	\$3,100.00
• 10 – 8" API Pipe couplings @ \$260.00 ea.	\$2,600.00
• Cutting & rethreading of an estimated 10 non-coupling pipe ends.	\$3,200.00
• Mobilization of pipe, to & from our Aurora yard	\$4,300.00
• Sandblasting & epoxy coating of the 8" pipe, inside & out – 825' @ \$35/ft. <i>{if needed}</i>	\$28,875.00

• 200HP 12" 460V Byron Jackson rebuilt motor	\$104,200.00
• Miscellaneous Repairs Contingency	\$7,500.00
• Miscellaneous well rehab contingency	\$5,000.00
<b>TOTAL ESTIMATED COST</b>	<b>\$259,555.00</b>

For your consideration, here is the price of a new Byron Jackson motor with a lead time of approximately 40 weeks after submittal approval:

• 200HP 12" 460V Byron Jackson <i>NEW</i> motor	\$186,153.00
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We assume the pump can be pulled in a normal fashion without the need for any fishing for its removal from the well.

Once the pump has been removed, cleaned, & inspected, *Layne would provide an updated repair cost estimate BEFORE proceeding with any repairs.* Of course, if we encounter something needed that is out of the ordinary, we will include that in the updated estimate. This has been standard practice on the many repairs performed for the City in the past.

The Well Rehab contingency in the pricing schedule was added to hopefully cover any rehab work cost deemed necessary. The actual Scope of Work will be based upon future TV Survey observations.

At times, proper well rehabilitation requires the use of strong chemical agents and mechanical techniques that impart higher than normal stresses on the well. This is necessary to effectively disperse and distribute the chemicals and breakdown any mineral build up, formation impaction, biofouling and encrustations that maybe blocking the pore space within the well and surrounding formation and preventing the water from entering the well in an efficient manner. Layne will use standard industry practices available to rehabilitate the well. However, it is possible due to poor construction practices, poor construction materials, pre-existing conditions, etc. that damage may occur. Impairment is very unlikely, and rarely occurs, but should such events such as gas production, increased sand production, reduced capacity, casing damage, surface subsidence, water quality changes or complete well failure occur, Layne Christensen

will not be held liable for any damage whatsoever for events mentioned above should such events occur.

The time to execute this work, of course, depends upon what work is done. We would estimate the following time frames:

- Mobilize, pull & inspect. – 2 weeks
- Repairs – 4 to 6 weeks
- Possible Well Rehab – 1-1/2 weeks
- Reinstallation and testing – 1-1/2 week.

We appreciate the opportunity to submit this proposal and hopefully it meets your favorable response. If you have any questions, please don't hesitate to contact us.

Yours very truly,

*Michael McDonald*  
Michael McDonald  
Account Manager  
Layne Christensen

*Jason Gray*  
Jason Gray  
Project Manager  
Layne Christensen

*Thomas P. Healy*  
Thomas P. Healy  
Sr. Project Manager  
Layne Christensen

WORK ORDER



**Layne Christensen Company**  
 721 W. Illinois Avenue, Aurora, IL 60506; Phone (630) 897-6941  
 229 W. Indiana Ave., P.O. Box 489, Beecher, IL 60401; Phone (708) 946-2244

Purchaser: City of West Chicago, IL  
 Job Location: Well 3

**SERVICE RATES - EFFECTIVE OCTOBER 1, 2022**

	Straight Time		Overtime	Doubletime
	Per Hr.	8 Hr. Day	Per Hr.	Per Hr.
Serviceman w/hand tools	206.00	1648.00	309.00	412.00
Serviceman w/service truck and hand tools, or welder	246.00	1968.00	349.00	452.00
Helper	182.00	1456.00	273.00	364.00
Serviceman and 1 Helper	388.00	3104.00	582.00	776.00
<u>Small Rig or Winch Truck</u>				
1 Man Crew	257.00	2056.00	360.00	463.00
2 Man Crew	439.00	3512.00	633.00	827.00
3 Man Crew	621.00	4968.00	906.00	1191.00
<u>Middle Rig, Large Hoist or Flatbed Crane</u>				
1 Man Crew	274.00	2192.00	377.00	480.00
2 Man Crew	456.00	3648.00	650.00	844.00
3 Man Crew	638.00	5104.00	923.00	1208.00
<u>Big Rig, Large Hoist and Poles, or Large Crane</u>				
1 Man Crew	316.00	2528.00	419.00	522.00
2 Man Crew	498.00	3984.00	692.00	886.00
3 Man Crew	680.00	5440.00	965.00	1250.00
4 Man Crew	862.00	6896.00	1238.00	1614.00
Power Tong Usage, per 8 hour shift		470.00		
<u>Machine Shop/Yard Labor and Equipment</u>				
Machinist and Equipment	197.00	1576.00	286.00	375.00
12" Threading Machine and Operator	223.00	1784.00	312.00	401.00
Serviceman w/hand tools	178.00	1424.00	267.00	356.00
Helper	172.00	1376.00	258.00	344.00
Sandblast Equipment and 2 man crew	395.00	3160.00	570.00	745.00

Mileage: Auto: \$0.65      Pickup: \$0.90      1-Ton:\$1.35      2-1/2 Ton Flatbed: \$2.50      Semi-Tractor: \$4.00

Subsistence-Per Man

Over 55 miles radius from home office.....\$68.00 + Hotel

The undersigned Purchaser hereby instructs Layne Christensen Company (Contractor), to proceed with the work described with the understanding that the Terms and Conditions shown on the reverse are hereby incorporated as part of this Quotation and with the specific understanding that Contractor will not be held liable for any damage in any way whatsoever for failure to complete the described work, nor for any injury or damage resulting from Contractor's efforts to perform such work, or for delay on Contractor's part in completing same. All work described herein will be provided as quoted above or on a cost plus basis at the hourly rates provided. All quotes indicated, if any, are estimates based on the best information available prior to beginning work. Purchaser's pumps, motors, parts and/or accessories may be stored by the Contractor for sixty (60) days from the date of invoice or other written notice from Contractor. After said sixty (60) days, disposal of such equipment may be made by the Contractor without incurring any liability. All hours worked before or after Contractor's normal work day hours and all hours worked on Saturdays, will be billed at time and one-half rates. All work on Sundays and/or any federally recognized holiday will be billed at double time rates.

REMARKS:

T&M estimate per the attached proposal.

Work Authorized on Behalf of Purchaser By: \_\_\_\_\_

Date: \_\_\_\_\_ Title: \_\_\_\_\_

## TERMS AND CONDITIONS

**LIABILITY OF CONTRACTOR:** *Contractor shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except as the same may have been caused by the negligence of Contractor. In no event shall Contractor be liable for any delays or special, indirect, incidental or consequential damages. Purchaser agrees that the total limit of Contractor's liability (whether based on negligence, warranty, strict liability or otherwise) hereunder, shall not exceed the aggregate amount due Contractor for services rendered under this contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Contractor within one (1) year after Contractor's completion of work hereunder.*

**INSURANCE:** Contractor shall provide workers' compensation insurance, public liability and property damage insurance covering its employees and operation. Purchaser, at its option, may maintain such insurance as will protect it against claims arising out of the work.

**REIMBURSABLE COST:** In addition to the hourly charge provided on the face of this contract, Purchaser will reimburse Contractor for travel and living expenses necessarily incurred by the Contractor in the performance of the work, minor incidental expenses such as overnight mail, telephone and petty cash expenditures necessarily incurred, cost of removal of all debris if so directed by Purchaser, sales, consumer, use and similar taxes required by law and the cost of permits and all licenses necessary for the execution of the work. The foregoing costs shall be billed at actual cost plus fifteen percent (15%) unless otherwise agreed upon.

**PRICE ADJUSTMENT:** Any cost estimates or time frames stated herein are subject to equitable adjustment in the event of differing or unforeseeable conditions, changes in applicable laws after the date of this contract, unforeseeable delays or difficulties caused by acts of God, Purchaser or any third parties. Prices of goods acquired by Contractor from others shall be adjusted to reflect Contractor's price in effect at time of shipment. The price of Contractor's goods will be adjusted to the price in effect at time of shipment in accordance with Contractor's current escalation policies or as specifically covered in this contract.

**TERMS:** Thirty (30) days net from date of invoice. For extended projects, Contractor shall submit invoices on a monthly basis for any and all work completed and materials or equipment provided during the previous month. Past due invoices shall be subject to a delinquency charge of one and one-half percent (1-1/2%) per month (eighteen percent (18%) per annum) unless a lower charge is required under applicable law, in which case the lower rate shall apply. Purchaser agrees to pay all collection fees, attorneys' fees and costs incurred in the collection of any past due amounts arising out of this contract. Contractor shall have the right to immediately terminate this contract without further liability if Purchaser fails to make timely payment or otherwise materially breaches this contract.

**MATERIAL SHORTAGES AND COST INCREASES:** If any portion of materials or equipment which Contractor is required to furnish becomes unavailable, either temporarily or permanently, through causes beyond the control and without the fault of Contractor, then in the case of temporary unavailability any completion time frames shall be extended for such period of time as Contractor shall be delayed by such above-described unavailability, and in the case of permanent unavailability Contractor shall be excused from the requirement of furnishing such materials or equipment. Purchaser agrees to pay Contractor any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

**DELAYS:** If Contractor is delayed at any time in the progress of work by labor disputes, fire, unusual delays in transportation, unavoidable casualties, weather, or any cause beyond Contractor's reasonable control, then any completion time frames shall be extended by a reasonable period of time, at least equal to the period of delay.

**CHANGED CONDITIONS:** The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions or utilities on or in the job site which were not brought to the attention of Contractor prior to the date of this contract will constitute a materially different site condition entitling Contractor, at its sole discretion to immediately terminate this contract without further liability.

**ESCALATION:** This contract is made with the understanding that Contractor will be able to begin and continuously proceed with its work on or before the proposed start date on the reverse side hereof. In the event Contractor is unable to commence its work on or before said date because the project is not ready for Contractor's work, Contractor will charge Purchaser the amount of increase in Contractor's cost attributable to such delay, plus Contractor's normal overhead percentage.

**GUARANTEE AND LIABILITY:** Contractor warrants that its labor supplied hereunder shall be free from defect and shall conform to the standard of care in effect in its industry at the time of performance of such labor for a period of twelve (12) months after substantial completion of Contractor's work. Contractor agrees, to the extent it is permitted, to pass on any warranties provided by the manufacturers of materials and/or equipment furnished under this contract. Contractor itself provides no warranty, express, implied or otherwise, on any such materials or equipment. Contractor will not be responsible for: work done, material or equipment furnished or repairs or alterations made by others.

*For any breach hereunder, Contractor shall be liable only for the value of the installation work or, if it wrongfully fails to install, then its liability is limited to the difference between the contract price herein, and the value of other similar installation work. If Contractor's breach damages any materials or equipment furnished hereunder, Contractor shall only be liable for the value of such materials or equipment. Under no circumstances will Contractor be liable for consequential, special or indirect damages, including without limitation, any crop loss or damage, damage to other equipment, structures or property, nor for any other similar or dissimilar damages or losses whether due to delay, failure to furnish or install, delay in installation, defective material or equipment, defective workmanship, defective installation, delay in replacing, nor for any cause or breach whatsoever. In any event, Contractor's total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall be limited to the total contract price. No materials, equipment or services contracted herein carries any guarantee not mentioned in this contract. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.*

**TITLE AND OWNERSHIP:** In case of default on Purchaser's part, Contractor shall have the right to enter the premises upon which any material or equipment furnished herein have been installed and retake such goods not then paid for and pursue any further remedy provided by law, including recovery of attorneys' fees and any deficiency to the maximum extent and in the manner provided by law. Such materials and equipment shall retain their character as personal property of Contractor until payment in full is received by Contractor, regardless of their mode of attachment. Unless prior specific written instructions are received to the contrary, surplus and replaced materials and equipment resulting from repair or installation work shall become the property of Contractor.

**DELIVERY:** Shipment schedules and dates, expressed or implied, are contingent on normal conditions. Contractor will not be responsible for any delays in shipment or completion caused by factors beyond its control such as, but not limited to, suppliers' failures, accidents, work stoppages or operation of or changes in the law. Shipments will be made as promptly as Contractor's ability to obtain materials and/or equipment and scheduling will permit. No delay in shipments or variances from shipping schedule shall be cause of cancellation or any claim for damage. Any changes in layout or design requested after acceptance of this contract will be made at Purchaser's additional cost. Any such change and/or time taken to supply engineering data or to approve drawings will automatically extend shipping schedules. Equipment will be shipped "knocked down" to the extent Contractor considers necessary, with small parts stripped from equipment and crated. On and after delivery to the carrier for transportation to the Purchaser's site, Purchaser shall be responsible for all loss or damage to materials or equipment due to any cause, including but not limited to loss or damage resulting from casualty.

**INDEMNIFICATION:** *Purchaser agrees to indemnify and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) asserted and/or filed by Purchaser or any third party(ies), including without limitation Purchaser's employees, and arising out of or as a result of: (i) the presence of Contractor or its subcontractors at the job site, (ii) the work performed by Contractor or its subcontractors, or (iii) any negligent act or omission of Purchaser, its employees, agents, consultants, other contractors or any person or entity under Purchaser's control; except to the extent that such claims, demands, causes of action, liabilities or costs are caused by the negligence of Contractor or its subcontractors.*

# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 23-R-0073 – Purnell Road –  
Intergovernmental Agreement – Winfield Township Road  
District for Right-of-Way Maintenance Operations

**AGENDA ITEM NUMBER:**

4.D.

**COMMITTEE AGENDA DATE:** September 7, 2023

**COUNCIL AGENDA DATE:** September 18, 2023

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

**SIGNATURE**



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

**SIGNATURE**

\_\_\_\_\_

**ITEM SUMMARY:**

The Winfield Township Road District has the duty and responsibility to maintain all unincorporated public rights-of-way and roadways within Winfield Township, and the City of West Chicago has the duty and responsibility to maintain all public rights-of-way and roadways within the corporate limits of the City. On February 15, 2016, the City, pursuant to Resolution No. 16-R-0011, entered into an Intergovernmental Agreement with the Winfield Township Road District for the right-of-way maintenance of Town Road, south of Roosevelt Road. The Winfield Township Road District had been maintaining the Purnell Road right-of-way, between Gary's Mill Road and approximately 350 feet south of White Oak Drive. Upon annexation into the City, the Winfield Township Road District has expressed a desire to continue to provide right-of-way maintenance along said section of Purnell Road right-of-way. Right-of-way maintenance operations will include, but are not limited to, the salting and plowing of Purnell Road to remove snow and ice from the pavement, mowing and tree and brush removal operation of the public right-of-way adjacent to Purnell Road, and other necessary and appurtenant work. The snow and ice removal is addressed under Resolution No. 23-R-0074. The City will retain the responsibility of performing and financing major pavement and right-of-way reconstruction/rehabilitation improvements of Purnell Road, between Gary's Mill Road and approximately 350 feet south of White Oak Drive. To clarify the purpose, intent, and responsibilities of each agency for right-of-way maintenance, the District and the City have prepared the attached amended Intergovernmental Agreement.

**ACTIONS PROPOSED:**

Approve Resolution No. 23-R-0073 authorizing the Mayor to execute an Intergovernmental Agreement between the Winfield Township Road District and the City of West Chicago for right-of-way maintenance operations.

**COMMITTEE RECOMMENDATION:**

**RESOLUTION NO. 23-R-0073**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE WINFIELD TOWNSHIP ROAD DISTRICT FOR RIGHT-OF-WAY MAINTENANCE OPERATIONS**

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 an Intergovernmental Agreement with the Winfield Township Road District regarding right-of-way maintenance operations for Purnell Road, upon annexation in the City, between Gary's Mill Road and approximately 350 feet south of White Oak Drive, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 18<sup>th</sup> day of September 2023.

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

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

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

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

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

ATTEST:

\_\_\_\_\_  
Valeria Perez, Executive Office Manager

**DRAFT**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WEST  
CHICAGO AND THE WINFIELD TOWNSHIP ROAD DISTRICT FOR  
RIGHT-OF-WAY MAINTENANCE OPERATIONS**

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this \_\_\_\_ day of September, 2023, between the City of West Chicago (hereinafter referred to as the "CITY"), a municipal corporation with offices at 475 Main Street, West Chicago, Illinois and the Winfield Township Road District (hereinafter referred to as the "DISTRICT"), a body corporate and politic, with offices at 30W575 Roosevelt Road, West Chicago, Illinois. The CITY and the DISTRICT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the CITY in order to facilitate the free flow of traffic and to ensure the safety of the public has the duty and responsibility to maintain all public rights-of-way within the corporate limits of the City of West Chicago (hereinafter referred to as "RIGHT-OF-WAY MAINTENANCE OPERATIONS"); and

WHEREAS, the DISTRICT in order to facilitate the free flow of traffic and to ensure the safety of the public has the duty and responsibility to maintain all unincorporated public rights-of-way (hereinafter referred to as "RIGHT-OF-WAY MAINTENANCE OPERATIONS"); and

WHEREAS, on February 15, 2016, the City, pursuant to Resolution No. 16-R-0011, entered into an Intergovernmental Agreement with the Winfield Township Road District for the right-of-way maintenance of Town Road, south of Roosevelt Road; and

WHEREAS, the DISTRICT had been maintaining the Purnell Road right-of-way, between Gary's Mill Road and approximately 350 feet south of White Oak Drive; and,

WHEREAS, upon annexation into the City, the DISTRICT has expressed a desire to continue to provide right-of-way maintenance along said section of Purnell Road right-of-way; and

WHEREAS, the CITY and the DISTRICT maintain a good working relationship and desire to consolidate and share its RIGHT-OF-WAY MAINTENANCE OPERATIONS to improve efficiency; and

WHEREAS, the CITY by virtue of its power set forth in the "Illinois Municipal Code" (65 ILCS 5/1-1-1 et seq.) and the DISTRICT by virtue of its power set forth in "the Illinois Highway Code (605 ILCS 5/6-201.10-1) and are authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

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

#### **1.0 INCORPORATION OF RECITALS.**

- 1.1. All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2. The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

#### **2.0 SCOPE OF THE "RIGHT-OF-WAY MAINTENANCE OPERATIONS"**

- 2.1. The RIGHT-OF-WAY MAINTENANCE OPERATIONS includes, but is not limited to, the salting of public roadways to limit icing of the pavement and plowing of the public roadways to remove snow and ice from the pavement in order to facilitate the free flow of traffic and to ensure the safety of the motoring public, mowing and tree and brush removal operations of the public right-of-way adjacent to the public roadways, and pavement patching of the public roadways in order to

facilitate the free flow of traffic and to ensure the safety of the motoring public, and other necessary and appurtenant work.

### **3.0 RESPONSIBILITIES - JOINT**

3.1. The CITY and DISTRICT agree to cooperate in and make every effort to meet the intent of the RIGHT-OF-WAY MAINTENANCE OPERATIONS.

### **4.0 RESPONSIBILITIES OF THE CITY**

4.1. The CITY shall retain the responsibility of performing and financing major pavement and right-of-way reconstruction and/or rehabilitation improvements of Town Road, south of Illinois Route 38 (Roosevelt Road).

4.2. The CITY shall retain the responsibility of performing and financing major pavement and right-of-way reconstruction and/or rehabilitation improvements of Purnell Road, between Gary's Mill Road and approximately 300 feet south of White oak Drive.

### **5.0 RESPONSIBILITIES OF THE DISTRICT**

5.1 The DISTRICT shall act as the lead agency and agrees to accept all responsibilities associated with the RIGHT-OF-WAY MAINTENANCE OPERATIONS of the following roadways located within the corporate limits of the City of West Chicago, Illinois:

- Town Road, south of Illinois Route 38 (Roosevelt Road).

- Purnell Road, between Gary's Mill Road and approximately 350 feet south of White Oak Drive.

### **6.0 INDEMNIFICATION**

6.1. The CITY shall, to the extent permitted by law, indemnify, hold harmless and defend the DISTRICT, its officials, officers, employees, and agents from and against all liability, claims, suits, demands,

proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CITY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The CITY does not hereby waive any defenses or immunity available to it with respect to third parties.

6.2. The DISTRICT shall, to the extent permitted by law, indemnify, hold harmless and defend the CITY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the DISTRICT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The DISTRICT does not hereby waive any defenses or immunity available to it with respect to third parties.

6.3. The CITY and the DISTRICT acknowledge that neither party has made representations, assurances or guaranties regarding the other party's or any successor's or assign's authority and legal capacity to indemnify the other party as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the CITY or DISTRICT, any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the other party, or any person or entity claiming a right through either party, or in the event of change in the laws of the State of Illinois governing CITY's, Road Districts, or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

6.4. Nothing contained herein shall be construed as prohibiting either party, its officials, directors, officers, agents and employees, from defending

through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. The CITY'S participation in its defense shall not remove DISTRICT'S duty to indemnify, defend, and hold the CITY harmless, as set forth above. The DISTRICT'S participation in its defense shall not remove CITY'S duty to indemnify, defend, and hold the DISTRICT harmless, as set forth above.

- 6.5. Neither party waives, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the other party, under the law.
- 6.6. Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The CITY'S and DISTRICT'S indemnification under Section 6.0 hereof shall terminate when the AGREEMENT is deemed null and void, by mutual agreement.

## **7.0 INSURANCE**

- 7.1. At the time this AGREEMENT is signed and every year thereafter, the DISTRICT shall provide the CITY an original Certificate of Insurance that maintains limits no less than the following:
  1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit.
  2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
  3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

The Certificate of Insurance shall also list the City of West Chicago, its officials, agents, employees, and volunteers as additional insureds. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officials, agents, employees and volunteers. The DISTRICT'S coverage shall be primary and non-contributory as respects the CITY, its officials, agents, employees and volunteers. The Certificate of Insurance shall also list the City of West Chicago as cancellation notice recipient.

7.2. At the time this AGREEMENT is signed and every year thereafter, the CITY shall provide the DISTRICT an original Certificate of Insurance that maintains limits no less than the following:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

The Certificate of Insurance shall also list the Winfield Township Road District, its officials, agents, employees, and volunteers as additional insureds. The coverage shall contain no special limitations on the scope of protection afforded to the DISTRICT, its officials, agents, employees and volunteers. The CITY'S coverage shall be primary and non-contributory as respects the DISTRICT, its officials, agents, employees and volunteers. The Certificate of Insurance shall also list the Winfield Township Road District as cancellation notice recipient.

## **8.0 GENERAL**

- 8.1. It is understood and agreed by the parties hereto that this AGREEMENT is intended to address the RIGHT-OF-WAY MAINTENANCE OPERATIONS agreed to by both parties and no other changes to existing highways and appurtenances maintenance and/or jurisdiction are proposed.
- 8.2. Whenever in this AGREEMENT, approval or review of either the CITY or DISTRICT is provided for, said approval or review shall not be unreasonably delayed or withheld.
- 8.3. In the event of a dispute between the CITY and DISTRICT representatives regarding the RIGHT-OF-WAY MAINTENANCE OPERATIONS, or changes thereto, or in carrying out the terms of this AGREEMENT, the Director of Public Works for the City of West Chicago and the Highway Commissioner of the Winfield Township Road District shall meet and resolve the issue.
- 8.4. No later than fourteen (14) days after the execution of this AGREEMENT, each party shall designate a representative to the other party who shall serve as the full time representative of said party during the carrying out of the RIGHT-OF-WAY MAINTENANCE OPERATIONS. Each representative shall have authority, on behalf of such party, to receive notices and make inspections relating to the work covered in this AGREEMENT. Representatives shall be readily available to the other party.
- 8.5. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

## **9.0 ENTIRE AGREEMENT**

- 9.1. This AGREEMENT represents the entire AGREEMENT between the parties with respect to the RIGHT-OF-WAY MAINTENANCE OPERATIONS, and supersedes all previous communications or understandings whether oral or

written.

## **10.0 NOTICES**

10.1. Any notice required hereunder shall be deemed properly given to the party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or sent by confirmed facsimile, to the party's address. The address of each party is as specified below; either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

City of West Chicago  
475 Main Street  
West Chicago, IL 60185  
ATTN: Michael L. Guttman, City Administrator  
Phone: 630.293.2200  
Facsimile: 630.293.3028

Winfield Township Road District  
30W575 Roosevelt Road  
West Chicago, IL 60185  
ATTN: John S. Duzsa, Highway Commissioner  
Phone: 630.231.8850  
Facsimile: 630.231.9508

## **11.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT**

11.1. No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

## **12.0 ASSIGNMENT**

12.1. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

## **13.0 GOVERNING LAW**

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

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

#### **14.0 SEVERABILITY**

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

#### **15.0 FORCE MAJEURE**

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

#### **16.0 TERM OF THIS AGREEMENT**

16.1 The term of this AGREEMENT shall begin on the date this AGREEMENT is fully executed by the parties and shall continue in full force and effect for the period of one (1) year and shall be automatically renewed each year thereafter unless a sixty (60) day written notice of intent to terminate is served upon the other party.

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

CITY OF WEST CHICAGO

WINFIELD TOWNSHIP ROAD DISTRICT

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

\_\_\_\_\_  
John S. Dusza  
Highway Commissioner

ATTEST:

ATTEST:

\_\_\_\_\_  
Valeria Perez  
Executive Office Manager


\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 23-R-0074 – Intergovernmental Agreement  
– Winfield Township Road District for Snow Removal  
Operations

**AGENDA ITEM NUMBER:** 4.E.**COMMITTEE AGENDA DATE:** September 7, 2023**COUNCIL AGENDA DATE:** September 18, 2023**STAFF REVIEW:** Mehul T. Patel, P.E., Director of Public Works**SIGNATURE** **APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

The Winfield Township Road District has the duty and responsibility to reasonably maintain all unincorporated public roadways within Winfield Township, and the City of West Chicago has the duty and responsibility to reasonably maintain all public roadways within the corporate limits of the City free of snow and ice. As certain unincorporated public roadways are surrounded by incorporated properties, and as certain incorporated public roadways are surrounded by unincorporated properties, to improve efficiency of snow removal and salting operations, the Winfield Township Road District (District) and City staff have evaluated certain public roadways and have determined it to be in the best interest of all West Chicago residents to consolidate and share its snow removal operations. Therefore, to clarify the purpose, intent, and responsibilities of each agency for snow removal operations, the District and the City have prepared the attached amended Intergovernmental Agreement.

**ACTIONS PROPOSED:**

Approve Resolution No. 23-R-0074 authorizing the Mayor to execute an Intergovernmental Agreement between the Winfield Township Road District and the City of West Chicago for snow removal operations.

**COMMITTEE RECOMMENDATION:**

**RESOLUTION NO. 23-R-0074**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE WINFIELD TOWNSHIP ROAD DISTRICT FOR SNOW REMOVAL OPERATIONS**

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 an Intergovernmental Agreement with the Winfield Township Road District regarding snow removal operations, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 18<sup>th</sup> day of September 2023.

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

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

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

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

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

ATTEST:

\_\_\_\_\_  
Valeria Perez, Executive Office Manager

**DRAFT**

INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
CITY OF WEST CHICAGO AND THE WINFIELD TOWNSHIP  
ROAD DISTRICT FOR SNOW AND ICE REMOVAL  
OPERATIONS FROM PUBLIC ROADWAYS

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this \_\_\_\_\_ day of September, 2023, between the City of West Chicago (hereinafter referred to as the "CITY"), a municipal corporation with offices at 475 Main Street, West Chicago, Illinois and the Winfield Township Road District (hereinafter referred to as the "DISTRICT"), a body corporate and politic, with offices at 30W575 Roosevelt Road, West Chicago, Illinois. The CITY and the DISTRICT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the CITY in order to facilitate the free flow of traffic and to ensure the safety of the public has the duty and responsibility to reasonably maintain all public roadways within the corporate limits of the City of West Chicago free of snow and ice (hereinafter referred to as "SNOW REMOVAL OPERATIONS"); and

WHEREAS, the DISTRICT in order to facilitate the free flow of traffic and to ensure the safety of the public has the duty and responsibility to reasonably maintain all unincorporated public roadways within Winfield Township free of snow and ice (hereinafter also referred to as "SNOW REMOVAL OPERATIONS"); and

WHEREAS, the CITY and the DISTRICT maintain a good working relationship and desire to consolidate and share its Snow Removal Operations to improve efficiency; and

WHEREAS, the CITY by virtue of its power set forth in the "Illinois Municipal Code" (65 ILCS 5/1-1-1 et seq.) and the DISTRICT by virtue of its power set forth in "the Township Code (60 ILCS 1/85-5 et seq.) and are authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

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

#### **1.0 INCORPORATION OF RECITALS.**

- 1.1. All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2. The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

#### **2.0 SCOPE OF THE "SNOW REMOVAL OPERATIONS"**

- 2.1 The SNOW REMOVAL OPERATIONS includes, but is not limited to, the salting of public roadways to limit icing of the pavement and plowing of the public roadways to reasonably remove snow and ice from the pavement in order to facilitate the free flow of traffic and to ensure the safety of the motoring public, and other necessary and appurtenant work.

#### **3.0 RESPONSIBILITIES - JOINT**

- 3.1. The CITY and DISTRICT agree to cooperate in and make every effort to meet the intent of the SNOW REMOVAL OPERATIONS.

#### **4.0 RESPONSIBILITIES OF THE CITY**

- 4.1. The CITY shall act as the lead agency and agrees to accept all responsibilities associated with the SNOW

REMOVAL OPERATIONS of the following roadways located within unincorporated West Chicago, Illinois:

- Mac Queen Drive, between Hawthorne Lane and the Illinois Prairie Path-Geneva Spur.
- Lee Road, between Pilsen Road and Mac Queen Drive.
- Lee Road, west of Mac Queen Drive.

## **5.0 RESPONSIBILITIES OF THE DISTRICT**

5.1 The DISTRICT shall act as the lead agency and agrees to accept all responsibilities associated with the SNOW REMOVAL OPERATIONS of the following roadways located within the corporate limits of the City of West Chicago, Illinois:

- Blair Street, east of Illinois Route 59.
- Kammes Court, north of Blair Street.
- Ridgeland Avenue, north of Blair Street.
- Ridgeland Avenue, between Washington Street/Geneva Road and Grove Avenue.
- Grandlake Boulevard, between Illinois Route 59 and Williams Road.
- Grove Avenue, east of Illinois Route 59.
- Apple Tree Lane, Gary's Mill Rd to Orchard Ct.
- Orchard Court, north of Gary's Mill Rd.
- Trillium Drive (upon annexation into City), east of Purnell Rd.
- Rhoads Way (upon annexation into City), between Trillium Drive and Gardener Way.
- Gardener Way (upon annexation into City), between Trillium Drive and Purnell Rd.

- Purnell Road (upon annexation into City), between Gary's Mill Road and approximately 350 feet south of White Oak Drive.

- White Oak Drive (upon annexation into City) east of Purnell Rd.

## **6.0 INDEMNIFICATION**

6.1. The CITY shall, to the extent permitted by law, indemnify, hold harmless and defend the DISTRICT, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CITY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The CITY does not hereby waive any defenses or immunity available to it with respect to third parties.

6.2. The DISTRICT shall, to the extent permitted by law, indemnify, hold harmless and defend the CITY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the DISTRICT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The DISTRICT does not hereby waive any defenses or immunity available to it with respect to third parties.

6.3. The CITY and the DISTRICT acknowledge that neither party has made representations, assurances or guaranties regarding the other party's or any successor's or assign's authority and legal capacity to indemnify the other party as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the CITY or DISTRICT, any

successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the other party, or any person or entity claiming a right through either party, or in the event of change in the laws of the State of Illinois governing CITY's, Road Districts, or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

- 6.4. Nothing contained herein shall be construed as prohibiting either party, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. The CITY'S participation in its defense shall not remove DISTRICT'S duty to indemnify, defend, and hold the CITY harmless, as set forth above. The DISTRICT'S participation in its defense shall not remove CITY'S duty to indemnify, defend, and hold the DISTRICT harmless, as set forth above.
- 6.5. Neither party waives, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the other party, under the law.
- 6.6. Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The CITY'S and DISTRICT'S indemnification under Section 6.0 hereof shall terminate when the AGREEMENT is deemed null and void, by mutual agreement.

## 7.0 **INDEMNIFICATION**

- 7.1. At the time this AGREEMENT is signed and every year thereafter, the DISTRICT shall provide the CITY an original Certificate of Insurance that maintains limits no less than the following:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

The Certificate of Insurance shall also list the City of West Chicago, its officials, agents, employees, and volunteers as additional insureds. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officials, agents, employees and volunteers. The DISTRICT'S coverage shall be primary and non-contributory as respects the CITY, its officials, agents, employees and volunteers. The Certificate of Insurance shall also list the City of West Chicago as loss payee with CITY named as cancellation notice recipient.

- 7.2 At the time this AGREEMENT is signed and every year thereafter, the CITY shall provide the DISTRICT an original Certificate of Insurance that maintains limits no less than the following:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per

accident.

The Certificate of Insurance shall also list the Winfield Township Road District, its officials, agents, employees, and volunteers as additional insureds. The coverage shall contain no special limitations on the scope of protection afforded to the DISTRICT, its officials, agents, employees and volunteers. The CITY'S coverage shall be primary and non-contributory as respects the DISTRICT, its officials, agents, employees and volunteers. The Certificate of Insurance shall also list the Winfield Township Road District as loss payee with DISTRICT named as cancellation notice recipient.

## **8.0 GENERAL**

- 8.1. It is understood and agreed by the parties hereto that this AGREEMENT is intended to address the SNOW REMOVAL OPERATIONS agreed to by both parties and no other changes to existing highways and appurtenances maintenance and/or jurisdiction are proposed.
- 8.2. Whenever in this AGREEMENT, approval or review of either the CITY or DISTRICT is provided for, said approval or review shall not be unreasonably delayed or withheld.
- 8.3. In the event of a dispute between the CITY and DISTRICT representatives regarding the SNOW REMOVAL OPERATIONS, or changes thereto, or in carrying out the terms of this AGREEMENT, the Director of Public Works for the City of West Chicago and the Highway Commissioner of the Winfield Township Road District shall meet and resolve the issue.
- 8.4. No later than fourteen (14) days after the execution of this AGREEMENT, each party shall designate a representative to the other party who shall serve as the full time representative of said party during the carrying out of the SNOW REMOVAL OPERATIONS. Each representative shall have authority, on behalf of such party, to receive notices and make inspections relating to the work covered in this AGREEMENT.

Representatives shall be readily available to the other party.

- 8.5. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

## **9.0 ENTIRE AGREEMENT**

- 9.1. This AGREEMENT represents the entire AGREEMENT between the parties with respect to the SNOW REMOVAL OPERATIONS, and supersedes all previous communications or understandings whether oral or written.

## **10.0 NOTICES**

- 10.1. Any notice required hereunder shall be deemed properly given to the party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or sent by confirmed facsimile, to the party's address. The address of each party is as specified below; either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

City of West Chicago  
475 Main Street  
West Chicago, IL 60185  
ATTN: Michael L. Guttman, City Administrator  
Phone: 630.293.2200  
Facsimile: 630.293.3028

Winfield Township Road District  
30W575 Roosevelt Road  
West Chicago, IL 60185  
ATTN: John S. Duzsa, Highway Commissioner  
Phone: 630.231.8850  
Facsimile: 630.231.9508

## **11.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT**

11.1. No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

## **12.0 ASSIGNMENT**

12.1 This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

## **13.0 GOVERNING LAW**

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

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

## **14.0 SEVERABILITY**

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

## **15.0 FORCE MAJEURE**

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

**16.0 TERM OF THIS AGREEMENT**

16.1 The term of this AGREEMENT shall begin on the date this AGREEMENT is fully executed by the parties and shall continue in full force and effect for the period of one (1) year and shall be automatically renewed each year thereafter unless a one hundred twenty (120) day written notice of intent to terminate is served upon the other party.

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

CITY OF WEST CHICAGO

WINFIELD TOWNSHIP ROAD DISTRICT

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

\_\_\_\_\_  
John S. Dusza  
Highway Commissioner

ATTEST:

ATTEST:

\_\_\_\_\_  
Valeria Perez  
Executive Office Manager

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# CITY OF WEST CHICAGO

## INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**


Resolution No. 23-R-0078 – Change Order No. 1 – Construction, Inc. for the First and Lower Level Renovation Project at 200 Main St. in an Amount not to Exceed \$150,000.00 for a Revised Contract Value of \$1,340,000.00

**AGENDA ITEM NUMBER:** 4.F.

**COMMITTEE AGENDA DATE:** September 7, 2023

**COUNCIL AGENDA DATE:** September 18, 2023

**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 the four-story masonry building built in approximately 1880 located at 200 Main Street. The primary entrance to the ground floor is from Main Street while a secondary entrance to the lower level is from Turner Court. This building is currently vacant. It was previously used as a mixed use building with commercial on the lower level and ground floor, while the second and third stories of the building were used as residential.

In 2022, the City completed a structural and masonry rehabilitation on the building along with roof replacement. On May 16, 2022, the City Council approved Resolution No. 22-R-0026 to award an architectural design contract to Matocha Associates to prepare drawings and bid documents for the renovations of the first floor and lower level.

On February 20, 2023, the City Council approved Resolution No. 23-R-0007 authorizing the Mayor to award a construction Contract to Construction, Inc. for the First and Lower Level Renovation Project at 200 Main St in the Amount \$1,190,000.00. The scope of work for this project includes interior renovations of the First and Lower level along with building the backbone of the electrical, mechanical and plumbing systems for the entire building.

The project work began in May 2023. At this time, the project is still under construction. To date, the Project has run into some unforeseen circumstances as well as some necessary changes that required for completing the project. To date, twenty additional scope of work items have been identified. The following table summarizes the additional work and its associated costs.

No.	Additional Work Item	Reasoning for additional work	Cost
1	Portland Cement Concrete sidewalk and Curb & Gutter along Turner Court for ADA compliance	These items were accidentally omitted from the bidding plans	\$21,016.00
2	Electrical Service Connection and Re-routing (Change order No. 6 – credit for change in lighting inside the building lumped into the price)	For proper hook up to the new 3-phase electrical transformer, a conduit needs to be bored under Turner Court; a transformer pad needs to be installed; Changes from single phase to three phase feed for	\$18,353.00

## CITY OF WEST CHICAGO

		the building; credit for material change for lighting	
3	Three interior doors and hardware	The plans specifically didn't call out for three new doors for various spaces and as such were not included in the base bid.	\$10,565.00
4	Cabinetry on Lower and First Level	Contractor claimed these items were not clear on the plans; however, this item was denied after showing specific call outs in the plans	\$0
5	Fire Rated Glass on Turner Court elevation (refer to Change Order No. 14)	The disagreement between contractor and architect was over two of the five windows not be specifically called out as fire rated windows. Change order denied.	\$0
6	Material Credit for Lighting fixtures	Credit of \$1,400 reflected in Change Order No. 2 for changes in the fixtures	\$0
7	Material Credit for Square edge tile	Changed from tegular tile to square edge	\$(1,101.00)
8	Demolition of Column	Unforeseen circumstance. Hidden column was discovered during demolition	\$3,188.00
9	Lower Level Re-configuration	After demolition of the existing walls, staff sough a field change to the design by re-configuring lower level proposed floor plan for better functionality	\$11,809.00
10	3-Phase AC Condensing Units	Necessary change to the AC units after switching power from single phase to 3-phase	\$2,289.00
11	Underground Plumbing Re-routing and addition of an ejector pit	Unforeseen circumstance discovered during demolition, not enough gravity pitch to covey lower level bathrooms into existing sanitary	\$18,506.00
12	Wood Base Trim	Aesthetic change from cove base to wood base trim on First floor. Change Order denied due to cost.	\$0
13	First Floor – Think Brick Veneer (incorporated into Change Order No. 16)	Unforeseen circumstance. After removal of the stone façade on Main St., the underlying brick wythe, which is the continuous vertical section of the brick masonry unit, is in poor shape due to deteriorating condition. Cost effective solution to install a think brick veneer over existing bricks.	\$0

## CITY OF WEST CHICAGO

14	Windows at Fire Escape along Turner Court (see Change Order No. 5)	The architect came up with a re-design of fire sprinkler system inside the building to eliminate Change Order No. 5 and covert the proposed windows from fire rated to regular windows	(\$193.00)
15	Existing Steel and stairs conflict	The steel plates used to reinforce existing columns during structural rehab previously in conflict with proposed stairs from Lower level to First Level	\$6,695.00
16	Knee Wall Demo at First Floor (included Change Order No. 13)	Unforeseen circumstance. The existing foundation wall at the First floor level along Main St is in poor structural shape, needs to be reinforced and constructed properly to support missing layer of existing brick wythe as well as support thick brick veneer	\$35,000.00*
17	Lead base paint abatement	Unforeseen circumstance. The existing fire escape paint is lead based paint and requires proper mitigation and disposal.	\$15,535.00
18	Stair and Railing – 3 <sup>rd</sup> floor to roof	Plan calls for half wall between third floor to the roof, extending to full height wall. Contractor claimed these items were not clear on the plans; however, this item was denied after showing specific call outs in the plans.	\$0
19	Cabinet Stain	Aesthetic change from laminate finish to a stained finish for cabinets on both levels. Change Order denied due to cost.	\$0
20	Structural Brick Cavity Infill	Unforeseen circumstance. The brick column supports along Main St have voids between wythe of brick. The voids needs to be infilled with concrete.	\$7,500.00*
Total			\$149,162.00

\*Estimated increase as contractor is still working through pricing.

The above referenced Project will be paid for using the Capital Projects Funds (08-34-53-4818) where approximately \$110,000.00 remain available. The remainder will be paid using the unused Capital Projects Fund (08-34-53-4360).

## CITY OF WEST CHICAGO

**ACTIONS PROPOSED:**

Approve Resolution No. 23-R-0078 authorizing the Mayor to approve Change Order No. 1 with Construction, Inc. of Lombard, Illinois, in an amount not to exceed \$150,000.00 for a revised contract value of \$1,340,000.00, for the First and Lower Level Renovation Project at 200 Main Street.

**COMMITTEE RECOMMENDATION:**

**RESOLUTION NO. 23-R-0078**

**A RESOLUTION AUTHORIZING THE MAYOR TO APPROVE CHANGE ORDER NO. 1 WITH CONSTRUCTION, INC. OF LOMBARD, ILLINOIS, IN AN AMOUNT NOT TO EXCEED \$150,000.00 FOR A REVISED CONTRACT VALUE OF \$1,340,000.00, FOR THE FIRST AND LOWER LEVEL RENOVATION PROJECT AT 200 MAIN ST**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to approve authorizing the Mayor to approve Change Order No. 1 with Construction, Inc. of Lombard, Illinois, in an amount not to exceed \$150,000.00 for a revised contract value of \$1,340,000.00, for the First and Lower Level Renovation Project at 200 Main St, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 18<sup>th</sup> day of September 2023.

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

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

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

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

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

ATTEST:

\_\_\_\_\_  
Executive Office Manager, Valeria Perez

**CITY OF WEST CHICAGO**

**PUBLIC WORKS**

**REQUEST FOR  
AUTHORIZATION FOR CHANGE ORDERS**

TO: Michael Guttman  
City Administrator

Project: 200 Main Street - Lower Level and First Floor Improvements

Date: 8/30/2023

Contractor: Construction Inc.

Dear Sir:

I recommend that a change be made as follows to the above contract:  
An (addition, extension, deduction) will be made from Station \_\_\_\_\_ to Station \_\_\_\_\_,  
a net length of \_\_\_\_\_ miles. This change revises the total length to \_\_\_\_\_ miles.

The estimated quantities are shown below. The first addition of an item not in the original contract under the fund type is indicated by asterisk (\*).

ITEM NO.	* ITEM DESCRIPTION AND UNIT	QUANTITY	UNIT	UNIT PRICE	TOTAL ADDITION/REDUCTION
1	Portland Cement Concrete sidewalk and Curb & Gutter along Turner Court for ADA compliance	1	ea	\$21,016.00	\$21,016.00
2	Electrical Service Connection and Re-routing	1	ea	\$18,353.00	\$18,353.00
3	Three interior doors and hardware	1	ea	\$10,565.00	\$10,565.00
4	Cabinetry on Lower and First Level	1	ea	\$0.00	\$0.00
5	Fire Rated Glass on Turner Court elevation	1	ea	\$0.00	\$0.00
6	Material Credit for Lighting fixtures	1	ea	\$0.00	\$0.00
7	Material Credit for Square edge tile	1	ea	(\$1,101.00)	(\$1,101.00)
8	Demolition of Column	1	ea	\$3,188.00	\$3,188.00
9	Lower Level Re-configuration	1	ea	\$11,809.00	\$11,809.00
10	3-Phase AC Condensing Units	1	ea	\$2,289.00	\$2,289.00
11	Underground Plumbing Re-routing and addition of an ejector pit	1	ea	\$18,506.00	\$18,506.00
12	Wood Base Trim	1	ea	\$0.00	\$0.00
13	First Floor – Think Brick Veneer	1	ea	\$0.00	\$0.00
14	Windows at Fire Escape along Turner Court	1	ea	(\$193.00)	(\$193.00)
15	Existing Steel and stairs conflict	1	ea	\$6,695.00	\$6,695.00
16	Knee Wall Demo at First Floor	1	ea	\$35,000.00	\$35,000.00
17	Lead base paint abatement	1	ea	\$15,535.00	\$15,535.00
18	Stair and Railing – 3rd floor to roof	1	ea	\$0.00	\$0.00
19	Cabinet Stain	1	ea	\$0.00	\$0.00
20	Structural Brick Cavity Infill	1	ea	\$7,500.00	\$7,500.00

Totals **\$149,162.00**

Amount of Original Contract: \$1,190,000.00  
 Previous Change Orders:  
 Net Change to Date: \$149,162.00  
 % of Original Contract Price: 12.53%

State fully the nature and reason for the change:

1) These items were accidentally omitted from the bidding plans; 2) For proper hook up to the new 3-phase electrical transformer, a conduit needs to be bored under Turner Court; a transformer pad needs to be installed; Changes from single phase to three phase feed for the building; credit for material change for lighting; 3) The plans specifically didn't call out for three new doors for various spaces and as such were not included in the base bid; 4) Contractor claimed these items were not clear on the plans; however, this item was denied after showing specific call outs in the plans; 5) The disagreement between contractor and architect was over two of the five windows not be specifically called out as fire rated windows. Change order denied; 6) Credit of \$1,400 reflected in Change Order No. 2 for changes in the fixtures; 7) Changed from tegular tile to square edge; 8) Unforeseen circumstance. Hidden column was discovered during demolition; 9) After demolition of the existing walls, staff sough a field change to the design by re-configuring lower level proposed floor plan for better functionality; 10) Necessary change to the AC units after switching power from single phase to 3-phase; 11) Unforeseen circumstance discovered during demolition, not enough gravity pitch to covey lower level bathrooms into existing sanitary; 12) Aesthetic change from cove base to wood base trim on First floor. Change Order denied due to cost; 13) Unforeseen circumstance. After removal of the stone façade on Main St, the underlying brick wythe in poor shape due to

deteriorating condition. Cost effective solution to install a thick brick veneer over existing bricks; 14) The architect came up with a re-design of fire sprinkler system inside the building to eliminate Change Order No. 5 and convert the proposed windows from fire rated to regular windows; 15) The steel plates used to reinforce existing columns during structural rehab previously in conflict with proposed stairs from Lower level to First Level; 16) Unforeseen circumstance. The existing foundation wall at the First floor level along Main St is in poor structural shape, needs to be reinforced and constructed properly to support missing layer of existing brick wythe as well as support thick brick veneer; 17) Unforeseen circumstance. The existing fire escape paint is lead based paint and requires proper mitigation and disposal; 18) Plan calls for half wall between third floor to the roof, extending to full height wall. Contractor claimed these items were not clear on the plans; however, this item was denied after showing specific call outs in the plans; 19) Aesthetic change from laminate finish to a stained finish for cabinets on both levels. Change Order denied due to cost; 20) Unforeseen circumstance. The brick column supports along Main St have voids between wythe of brick. The voids needs to be infilled with concrete.

When the net increase or decrease to the contract exceeds \$10,000 or the time of completion is increased or decreased by 30 days or more, one of the following statements shall be checked.

- The undersigned determine that the circumstances that necessitate this change were not reasonably foreseeable at the time of the original contract.
- The undersigned determine that the circumstances that necessitate this change were not within the contemplation of the contract as signed.
- The undersigned determine that this change is in the best interest of the local agency and is authorized by law.

Date: September 18, 2023  
Approved:

Date: September 18, 2023  
Attest:

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

\_\_\_\_\_  
Executive Office Manager, Valeria Perez

## CITY OF WEST CHICAGO

### INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY


**ITEM TITLE:**

Resolution No. 23-R-0079 – Change Order No. 1 – Swallow Construction Corporation for the 2023 Sophia Street Area Water Main and Streets Rehabilitation Project in an Amount not to Exceed \$50,000.00 for a Revised Contract Value of \$1,605,803.65

**AGENDA ITEM NUMBER:** 4.C.
**COMMITTEE AGENDA DATE:** September 7, 2023

**COUNCIL AGENDA DATE:** September 18, 2023

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

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

**SIGNATURE** \_\_\_\_\_

**ITEM SUMMARY:**

The 2023 Sophia Street Area Water Main and Streets Rehabilitation Project includes water main improvements and streets resurfacing of approximately 0.72 miles of various streets in the City as specified on the enclosed location map. The Project's scope of work generally consists of approximately 2,555 feet of 8-inch water main replacement, including replacement of 45 water services, pavement milling, hot-mix asphalt (HMA) resurfacing, full-depth HMA pavement patching, intermittent concrete sidewalk, including, ADA curb ramps, intermittent combination concrete curb and gutter removal and replacement, storm and sanitary sewer repairs, including storm and sanitary structure replacement and adjustments, parkway restoration, thermoplastic pavement markings, and all incidental and miscellaneous work necessary to complete the project as denoted on the Project plans and specifications.

The Project is partially funded by the DuPage County Community Development Block Grant (CDBG) Program. On March 3, 2022, the City received an award confirmation for a proposed grant amount not to exceed \$600,000.00. Per the City's agreement with DuPage County, 100% of grant funds shall be expended by October 31, 2023.

On March 20, 2023, the City Council approved Resolution No. 23-R-0023 authorizing the Mayor to execute a Contract with the lowest responsible bidder, Swallow Construction Corporation of West Chicago, Illinois, for the Project for a contract amount not to exceed \$1,555,803.65.

The construction began in April 2023 and is anticipated to be substantially completed by the end of September 2023. To date, the Project has run into various unforeseen circumstances, which required necessary field changes to satisfactorily complete the project. The following table summarizes the additional work items required, reasoning, and its approximate costs:

No.	Additional Items	Reasoning for Additional Work	Approximate Cost
1	Private lead water service line replacement	14 total lead private water services were unforeseen during the design phase and replaced during the construction phase to meet the IEPA requirement	\$32,500.00
2	Sanitary sewer main extension (110 feet), connecting two PVC sewer laterals to the new main, clean-out installation	The existing clay sanitary sewer lateral was in poor condition (e.g. cracked and plugged with tree roots) and improperly connected to the existing sewer main as two properties were served by one	\$29,000.00

## CITY OF WEST CHICAGO

		sewer lateral	
3	Sanitary Sewer Service Replacement & Lining	Additional clay sewer laterals were discovered to be in poor condition during construction and required replacement or lining	\$28,400.00
4	Roadway and Parkway Restoration	Additional roadway (e.g., patching) and parkway restoration (e.g., topsoil, seed, blanket, fertilizer) was required due to increased sanitary sewer lateral and lead water services were replaced	\$20,800.00
<b>Total:</b>			<b>\$110,700.00</b>

Expenditure of an additional \$110,700.00 was required during the construction phase for the unforeseen work, which was mostly related to underground utility improvements. However, various portions of the project are anticipated to come under budget, providing approximately \$60,700.00 relief towards the overage. The Project is not yet complete and the final quantities will be agreed with the contractor after the project is substantially complete.

Staff is anticipating and requesting a 3.21% increase or an amount not to exceed \$50,000.00 to the awarded contract value of \$1,555,803.65, for a revised contract value of \$1,605,803.65. The request for the increased amount of \$50,000.00 will be funded through a fund balance of \$35,000.00 in the Water Fund – Other Capital Outlay account no. 06-34-47-4806 and \$15,000.00 from the Sewer Fund – Capital Outlay account no. 05-34-43-4806

**ACTIONS PROPOSED:**

Approve Resolution No. 23-R-0079 authorizing a Change Order No. 1 with Swallow Construction Corporation in an amount not to exceed \$50,000.00 for a revised contract value of \$1,605,803.65, for the 2023 Sophia Street Area Water Main and Streets Rehabilitation Project.

**COMMITTEE RECOMMENDATION:**

**RESOLUTION NO. 23-R-0079**

**A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1  
IN AN AMOUNT NOT TO EXCEED \$50,000.00 FOR A REVISED  
CONTRACT VALUE OF \$1,605,803.65, FOR  
THE 2023 SOPHIA STREET AREA WATER MAIN AND STREETS  
REHABILITATION 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 Change Order No. 1 in an amount not to exceed \$50,000.00 for a revised contract value of \$1,605,803.65, for the 2023 Sophia Street Area Water Main and Streets Rehabilitation Project in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 18<sup>th</sup> day of September 2023.

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

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

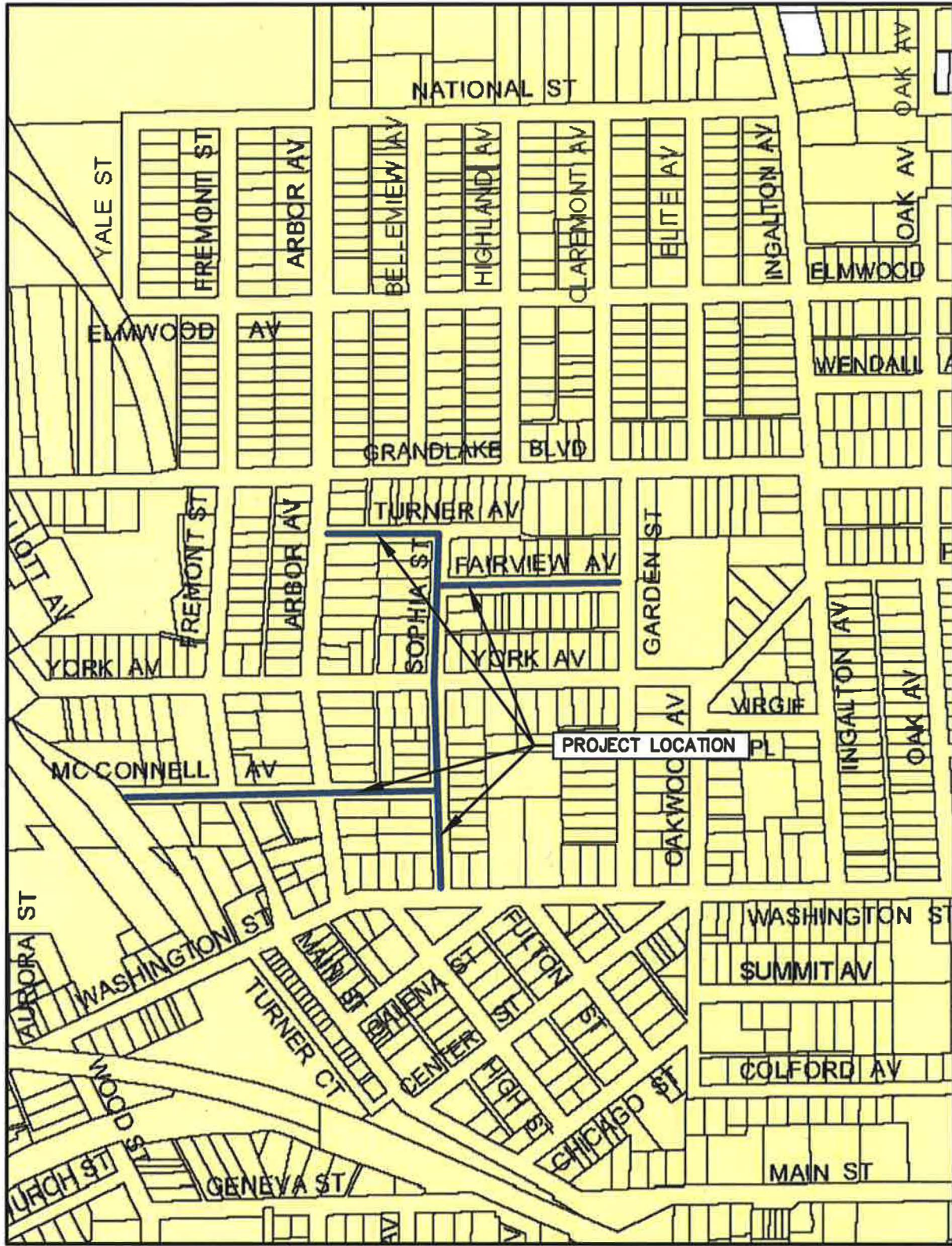
ABSTAIN: \_\_\_\_\_

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

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

ATTEST:

\_\_\_\_\_  
Valeria Perez, Executive Office Manager



**SOPHIA STREET AREA  
WATER MAIN AND STREETS REHABILITATION PROJECT**



**CITY OF WEST CHICAGO**  
475 MAIN STREET  
WEST CHICAGO, IL 60185  
PHONE: 630-293-2255  
FAX: 630-293-2971



thomas engineering group, llc  
238 south kenilworth avenue  
suite 100  
oak park, il 60302  
phone: 855-533-1700

TRACT B415.04  
BLOCK GROUP #2

LOCATION MAP

SHEET NO.

2 of 4

**CITY OF WEST CHICAGO**  
**PUBLIC WORKS**  
**REQUEST FOR**  
**AUTHORIZATION FOR CHANGE ORDERS**

TO: Michael Guttman  
City Administrator

Project: Sophia Street Area Water Main and Streets Rehabilitation Project

Date: 8/30/2023

Contractor: Swallow Construction Corporation

Dear Sir:

I recommend that a change be made as follows to the above contract:

An (addition, extension, deduction) will be made from Station \_\_\_\_\_ to Station \_\_\_\_\_,  
a net length of \_\_\_\_\_ miles. This change revises the total length to \_\_\_\_\_ miles.

The estimated quantities are shown below. The first addition of an item not in the original contract under the fund type is indicated by asterisk (\*).

ITEM NO.	* ITEM DESCRIPTION AND UNIT	QUANTITY	UNIT	UNIT PRICE	TOTAL ADDITION/REDUCTION
1	Private lead water service line replacement	1	L Sum	\$32,500.00	\$32,500.00
2	Sanitary sewer main extension (110 feet), connecting two PVC sewer laterals to the new main, clean-out installation	1	L Sum	\$29,000.00	\$29,000.00
3	Sanitary Sewer Service Replacement & Lining	1	L Sum	\$28,400.00	\$28,400.00
4	Roadway and Parkway Restoration	1	L Sum	\$20,800.00	\$20,800.00
5	Estimated Balancing Contract Quantities	1	L Sum	(\$60,700.00)	-\$60,700.00

Totals \$50,000.00

Amount of Original Contract: \$1,555,803.65  
Previous Change Orders:  
Net Change to Date: \$50,000.00  
% of Original Contract Price: 3.21%

State fully the nature and reason for the change:

- (1) 14 total lead private water services were unforeseen during the design phase and replaced during the construction phase to meet the IEPA requirement
- (2) The existing clay sanitary sewer lateral was in poor condition (e.g. cracked and plugged with tree roots) and improperly connected to the existing sewer main as two properties were served by one sewer lateral
- (3) Additional clay sewer laterals were discovered to be in poor condition during construction and required replacement or lining.
- (4) Additional roadway (e.g., patching) and parkway restoration (e.g., topsoil, seed, blanket, fertilizer) was required due to increased sanitary sewer lateral and lead water services were replaced.

When the net increase or decrease to the contract exceeds \$10,000 or the time of completion is increased or decreased by 30 days or more, one of the following statements shall be checked.

- The undersigned determine that the circumstances that necessitate this change were not reasonably foreseeable at the time of the original contract.
- The undersigned determine that the circumstances that necessitate this change were not within the contemplation of the contract as signed.
- The undersigned determine that this change is in the best interest of the local agency and is authorized by law.

Date: September 18, 2023  
Approved:

Date: September 18, 2023  
Attest:

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

\_\_\_\_\_  
Executive Office Manager, Valeria Perez

## CITY OF WEST CHICAGO


### INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 23-R-0080 – Contract Award – KWCC, Inc. for the Base Bid and Alternate Bid No. 1 for Metra Train Station Repairs Project in an Amount not to Exceed \$166,490.00 and to Reject Alternate Bid No. 2.

**AGENDA ITEM NUMBER:** 4.H.
**COMMITTEE AGENDA DATE:** September 7, 2023  
**COUNCIL AGENDA DATE:** September 18, 2023

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

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

**SIGNATURE** \_\_\_\_\_

**ITEM SUMMARY:**

The Base Bid of the Metra Train Station Repairs Project includes the repair and replacement of exterior wood trim, frames, and windows, including at the cupola, and repainting of the exterior facades and metal roof areas of the Metra train station located at 508 Main Street as denoted on the enclosed location map. Alternate Bid No. 1 includes entryway door replacements, including the doorframe, hardware, and historical trim molding, and painting. Alternate Bid No. 2 includes painting the interior of the train station as denoted in the project plans and specifications. The project is anticipated to be completed in December 2023.

The Project was advertised for public bids in the Daily Herald and on an online bidding platform, QuestCDN, on August 8, 2023. A non-mandatory pre-bid meeting took place on-site on August 16, 2023. Staff opened bids on August 19, 2023, and below are the bid results:

CONTRACTOR	BASE BID SUBMITTAL AMOUNT	ALTERNATE NO. 1 BID SUBMITTAL AMOUNT	ALTERNATE NO. 2 BID SUBMITTAL AMOUNT	RANK (BASE BID + ALT 1)
KWCC, Inc.	\$132,900.00	\$33,590.00	\$11,850.00	1
Blue Reef, LLC	\$151,000.00	\$22,000.00	\$9,500.00	2
D. Kersey Construction Company	\$127,700.00	\$47,325.00	\$11,085.00	3
Lite Construction, Inc.	\$171,000.00	\$45,000.00	\$10,000.00	4
<b>ARCHITECT'S ESTIMATE</b>	<b>\$138,500.00</b>	<b>\$29,500.00</b>	<b>\$7,500.00</b>	-

Staff recommends awarding the Metra Train Station Repairs Project to KWCC, Inc. for the Base Bid amount not to exceed \$132,900.00. Furthermore, staff recommends selecting and awarding KWCC's Alternate Bid No. 1 amount not to exceed \$33,590.00, and rejecting Alternate Bid No. 2, for a total contract amount of \$166,490.00

Kluber, Inc. completed a scope review with KWCC, Inc. (KWCC) of Montgomery, Illinois, who submitted the lowest, complete, and qualified Base Bid and Alternate No. 1 Bid, for \$132,900.00 and \$33,590.00, respectively, totaling \$166,490.00. The Base Bid is \$5,600.00 or 4.2% under, Alternate No. 1 Bid is \$4,090.00 or 13.9% over, and Alternate No. 2 is \$4,350.00 or 58% over the Architect's estimate.

The FY 2023 Budget includes \$155,000.00 under Commuter Parking Funds – Capital Outlay account no. 43-34-76-4801 for the design (Phase II), construction, and construction administration (Phase III) for the Project. Out of the \$155,000.00 budget, \$13,250.00 is encumbered towards Phase II and III architectural services for Kluber, Inc., which leaves \$141,750.00 for the construction of the project. The shortfall of \$24,740.00 will be supplemented by \$50,000.00 available for Metra parking lot pavement patching and landscaping improvements (e.g. retaining wall repairs).

## CITY OF WEST CHICAGO

Under the same account no. 43-34-76-4801, \$20,000.00 is budgeted for pavement patching. As this work will be completed by in-house staff, staff estimates using approximately \$4,000.00 of HMA material for patching. There is a \$16,000.00 fund balance anticipated. Furthermore, there is \$30,000.00 budgeted for retaining wall repairs. After initial in-house review, staff anticipates using approximately \$20,000.00 to replace various retaining wall modular blocks. There is \$10,000.00 fund balance anticipated. The total of \$26,000.00 anticipated fund balance will be utilized to fund the shortfall of \$24,740.00. The Metra parking lot patching and landscaping improvements are scheduled for fall 2023.

### **ACTIONS PROPOSED:**

Approve Resolution No. 23-R-0080 authorizing the Mayor to execute a Contract with the lowest responsible bidder, KWCC, Inc. of Montgomery, Illinois, for the Base Bid and Alternate Bid No. 1 for the Metra Train Station Repairs Project in a total amount not to exceed \$166,490.00 and to reject Alternate Bid No. 2.

### **COMMITTEE RECOMMENDATION:**

**RESOLUTION NO. 23-R-0080**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A CONTRACT WITH KWCC, INC. OF MONTGOMERY, ILLINOIS,  
FOR THE BASE BID AND ALTERNATE BID NO. 1  
FOR  
THE METRA TRAIN STATION REPAIRS PROJECT  
IN AN AMOUNT NOT TO EXCEED \$166,490.00 AND  
TO REJECT ALTERNATE BID NO. 2**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a Contract with the lowest responsible bidder, KWCC, Inc. of Montgomery, Illinois, for the Base Bid and Alternate Bid No. 1 for the Metra Train Station Repairs Project in a total amount not to exceed \$166,490.00 and to reject Alternate Bid No. 2, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 18<sup>th</sup> day of September 2023.

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

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

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

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

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

ATTEST:

\_\_\_\_\_  
Executive Office Manager, Valeria Perez

# Location Map

## Metra Train Station Repairs Project

508 Main Street  
West Chicago, DuPage County



August 30, 2023

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

RE: Bid Results  
Metra Train Station Repairs  
Kluber Project No. 23-473-1472

Dear Mr. Patel,

On August 29, 2023, bids were publicly opened and read aloud for the above referenced project. Four contractors chose to submit bids for the project. There were two alternates included with the bids. Alternate #1 includes replacing the entry doors and frames into the Metra train station. Alternate #2 includes interior painting of the station.

We have been notified that the City of West Chicago wishes to award the Base Bid exterior restoration work and Alternate #1 entry door replacement work for the project. The low Base Bid + Alternate #1 bid was submitted by KWCC, Inc. from Montgomery, Illinois in the amount of \$166,490.00. The second low Base Bid + Alternate #1 bid was submitted by Blue Reef LLC of Chicago, Illinois in the amount of \$173,000.00. See attached bid tabulation for details on bid results.

We conducted a Contractor Bid Scope Review with KWCC, Inc. and believe their bid to be responsive and complete. Therefore, the City may wish to award a Contract to KWCC, Inc. in the amount of \$166,490.00, which would include acceptance of Alternate No.1 for the Entry Door Replacement in the amount of \$33,590.00.

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

Sincerely,



Chris Hansen  
Project Manager  
Kluber Architects + Engineers

Attachments: Bid Tabulation, Bid Scope Review  
Cc: Dave Shah, Asst. Director of Public Works



**BID SCOPE REVIEW  
METRA TRAIN STATION REPAIRS  
Kluber Project No. 23-473-1472**

Contractor: KWCC, Inc.

Contact: Russell Woerman  
Randy Banks

Base Bid Amount: \$132,900.00  
Alternate No. 1: \$33,590.00 – Accepted By Owner  
Alternate No. 2: \$11,850.00 – Not Accepted By Owner  
Base Bid + Alternate No. 1 = **\$166,490.00**

Phone: 630-561-2337  
Email: [russw@kwccinc.com](mailto:russw@kwccinc.com)

Date: August 30, 2023

All Addenda have been included in the bid.	Yes
All Alternates applicable to your contract package have been acknowledged in the bid.	Yes
All pertinent Allowances are included in the bid.	Yes
A bid bond was included in the bid package.	Yes
Are there any qualifications to the bid?	No
Are there any material deliveries which you feel could have a negative impact on the project schedule?	Windows and doors will need to be ordered quickly. Those two items will need a priority review and approval.
Are you aware of any discrepancies and/or have any questions on the bid documents?	No

**SCOPE REVIEW:**

**Base Bid:**

The Base Bid includes minor demolition, 4 new cupola windows, full exterior repainting including the standing seam roofing and sign board lettering. Weathershield Windows were bid for the cupola area as specified. Painting products are as specified. Fiber cement and wood replacement trim is as specified.

**Alternate #1: Entrance door and frame replacement.**

KWCC has included all new door frames, doors, glazing and door hardware for the replacement of the platform doors servicing the train station as specified.

**Alternate #2: Interior painting.**

KWCC has included all required interior painting with Alternate #2 bid however Owner does not wish to award this portion of the work at this time.

The above constitutes Kluber, Inc. interpretation of the Bid Scope Review telephone call on August 30, 2023. Any changes or discrepancies shall be received by Kluber, Inc. in writing within five business days.

