



CITY OF WOOD DALE

PUBLIC NOTICE

IN ACCORDANCE WITH THE STATUTES OF THE STATE OF ILLINOIS AND THE ORDINANCES OF THE CITY OF WOOD DALE, NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL WILL CONTINUE ITS REGULAR STANDING COMMITTEE MEETINGS AT 7:30 P.M. ON THURSDAY, OCTOBER 8, 2020 IN THE COUNCIL CHAMBERS OF THE CITY HALL, 404 NORTH WOOD DALE ROAD, WOOD DALE, ILLINOIS, FOR THE PURPOSES SET FORTH IN THE FOLLOWING AGENDAS:

REVISED AGENDA
STANDING COMMITTEES
OF THE
CITY OF WOOD DALE, ILLINOIS
OCTOBER 8, 2020

- I. PLANNING, ZONING & BUILDING COMMITTEE**
 - A. Call to Order
 - B. Roll Call
 - C. Approval of Minutes of Meeting
 - i. September 10, 2020 Planning, Zoning & Building Committee Minutes
 - D. Report and Recommendation
 - i. Illinois Route 83 Traffic Light Study
 - ii. Thorndale Corridor Overlay Overlay Boundaries & Regulations
 - E. Items to be Considered at Future Meetings
 - F. Adjournment

- II. PUBLIC WORKS COMMITTEE**
 - A. Call to Order
 - B. Roll Call
 - C. Approval of Minutes of Meeting
 - i. September 24, 2020 Public Works Committee Minutes
 - D. Report and Recommendation

i. Police Department Security Wall and Parking Lot Improvement Project

- E. Items to be Considered at Future Meetings
 - i. Veterans Memorial Landscaping – Fall/Winter
 - ii. Wind Sculpture Lighting – October 22, 2020
 - iii. 50/50 Apron Program – October 22, 2020
 - iv. Senior Grass Cutting Program - Winter
- F. Adjournment

III. FINANCE & ADMINISTRATION COMMITTEE

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes of Meeting
 - i. September 24, 2020 Finance & Administration Committee Minutes
- D. Report and Recommendation
 - i. Bridge Point Wood Dale Bike Path
 - ii. **Property & Casualty Insurance Broker RFQ**
- E. Items to be Considered at Future Meetings
 - i. Bank RFP – October 22, 2020
- F. Adjournment

POSTED IN CITY HALL ON OCTOBER 6, 2020 AT 4:00 PM
LYNN CURIALE, CITY CLERK
BY: MAURA MONTALVO, CITY DEPUTY CLERK



PLANNING ZONING & BUILDING COMMITTEE MINUTES

Committee Date: September 10, 2020
Present: Ald. Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley & Woods
Absent: Ald. R. Wesley
Also Present: Mayor Pulice, City Manager Mermuys, Treasurer Porch, Police Chief Vesta, A. Lange, E. Cage
Meeting Convened at: 7:30 p.m.

APPROVAL OF MINUTES:

The minutes of the August 13, 2020 meeting were approved as presented.

REPORT & RECOMMENDATION

APPROVAL OF ANNEXATION AND REZONING FROM R-1 TO R-4 FOR PROPERTY 6N204 ASH ST TO BE KNOWN AS 420 N ASH ST, CASE NO. CDC-2020-06

DISCUSSION:

Director Cage stated that when the City approved an incentive for Voluntary Annexation in July of 2015, a number of people took advantage of it. This is another one of those requests. The property is very consistent with R-4 Zoning and no other changes are required other than the rezoning from R1 to R4.

VOTE:

Ald. Jakab made a motion, seconded by Ald. Susmarski to approve the Annexation and Rezoning from R-1 to R-4 for the Property 6N204 Ash Street, which will be known as 420 N. Ash Street, Case No. CDC-2020-06. A roll call vote was taken with the following results:

Ayes: Ald. Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley & Woods
Nays: None
Abstained: None
Motion: Carried

REPORT & RECOMMENDATION:

PUBLIC DISPLAYS OF BUILDING PERMITS ON THE SUBJECT PROPERTY



DISCUSSION:

Director Cage explained the problem is that some residents are getting permits for projects but are not posting them, even though this information is noted on the card that it needs to be displayed. When they fail to do so, it wastes staff time checking. Staff is suggesting that in addition to the information being printed on the permit form and verbally advising them, to also cancel their inspection. Delaying the project by cancelling the inspection would get their attention. They would then need to schedule a reinspection for a fee of \$80.00. Ald. Messina asked about having a straight up fine for more of an immediate impact. Director Cage stated that would require modifying the fee schedule and having a Public Hearing to do so. Ald. Woods suggested creating a large separate page that could be attached to the permit so it really stands out. City Manager Mermuys talked about possibly adding a neon label to stick on the document.

VOTE:

Ald. Jakab made a motion, seconded by Ald. Sorrentino, to approve charging \$80 for a reinspection fee for those who fail to display a Building Permit on a property, and to add a clear message attached to the Permit about it needing to be posted. A roll call vote was taken with the following results:

Ayes: Ald. Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley & Woods
Nays: None
Abstained: None
Motion: Carried

ITEMS TO BE CONSIDERED AT FUTURE MEETINGS:

- None

NOT ON AGENDA

Diane Gill who resides at 174 Murray Drive spoke about an issue she is having with a neighbor doing work that is impacting her property. He is putting in a drainage system causing her basement to flood. She got overflow from the heavy rains back in May. She was advised by Ald. Jakab to follow-up with Director Cage with all the information so this can be addressed. Ald. Woods advised her that the Police Department and Public Works have already been notified of the situation.

ADJOURNMENT:

The meeting adjourned at 7:51 p.m.

Minutes taken by Eileen Schultz



REQUEST FOR COMMITTEE ACTION

Referred to Committee: October 8, 2020
Subject: Illinois Route 83 – Traffic Light Study
Staff Contact: Ed Cage, AICP, CD Director
Department: Community Development Department

TITLE: Illinois Route 83 – Traffic Light Study – Engineering Proposal Selection

RECOMMENDATION:

Staff recommends entering into an agreement with CBBEL to perform a traffic light warranty study for Beinoris Drive and Illinois Route 83, in the not-too-exceed amount of \$37,000.00

BACKGROUND:

As you will recall, the City Council previously discussed potential future engineering studies for the unincorporated land (80+-acres), adjacent to Illinois Route 83. With the recent annexation of the under-construction Nippon Corporate Facility and a proposed next development phase in the works, Staff believes that now is the appropriate time to perform a study for a new traffic light at Beinoris Drive and Illinois Route 83.

ANALYSIS:

Staff requested proposals from reputable engineering firms that have experience with studying traffic warrants, for a full lighted intersection on a major arterial road. At this time and with the lowest priced proposal, Staff believes CBBEL to be the best option for the City. CBBEL's involvement in the review and reconstruction of Bryn Mawr Avenue, and with their development reviews knowledge of the subject area, make them the most qualified for the proposed study. As you will recall, obtaining a full-access traffic light will significantly enhance the City's ability to attract both restaurants and potentially a hotel at this location on Illinois Route 83.

DOCUMENTS ATTACHED

- ✓ CBBEL – Professional Services Proposal for Beinoris Drive and Illinois Route 83 and dated September 21, 2020.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

September 21, 2020

City of Wood Dale
404 N. Wood Dale Road
Wood Dale, Illinois 60191

Attention: Ed Cage

Subject: Professional Services Proposal
Traffic Warrant Study
Beinoris-Industrial Traffic Signal
Wood Dale, Illinois

Dear Mr. Cage:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional engineering services in connection with the proposed Beinoris Drive eastward extension to IL Route 83 (Busse Road) located in Wood Dale, IL. The primary purpose of these services is to utilize traffic projections from future land development to analyze if a traffic signal is warranted at the Beinoris Drive/Industrial Drive and IL Route 83 (Busse Road) intersection. IL Route 83 (Busse Road) is under the jurisdiction of IDOT District 1 (IDOT D1) and is classified as a Strategic Regional Arterial (SRA).

UNDERSTANDING OF THE ASSIGNMENT

The existing residential neighborhood bounded by Thorndale Avenue on the north, IL Route 83 (Busse Road) on the east, Foster Avenue on the South and Edgewood Avenue will be redeveloped into a mixed-use development consisting primarily of industrial type land uses. Other land uses could be restaurant, commercial, retail. City staff would provide information to CBBEL regarding the future land uses. As part of the redevelopment, the City desires to extend Beinoris Drive from its current intersection with Edgewood Avenue eastward to intersect at IL Route 83 (Busse Road) and Industrial Drive, forming the west leg of the intersection. Provided MUTCD signal warrants in combination with more rigorous IDOT SRA criteria are satisfied, the new intersection at Beinoris Drive/Industrial Drive could be signalized.

The main project tasks are: performing traffic counts, preparing land use plan of future development, developing traffic projections based upon future land uses and performing a traffic signal warrant study at the proposed Beinoris Drive/Industrial Drive and IL Route 83 (Busse Road) intersection.

SCOPE OF SERVICES

The Scope of Services will be distributed into the following tasks:

Task 1: Data Collection: This task will include field reconnaissance, conducting traffic counts and developing base traffic conditions.

CBBEL will perform field reconnaissance to verify existing conditions including speed limits, roadway network and intersection traffic control devices.

CBBEL will conduct eight hours of peak hour turning movement counts at up to five intersections within the study area during a typical weekday (Tuesday-Thursday).

CBBEL will also collect 24-hour, 1-day automatic machine counts for up to five locations within the study area.

The collected traffic count information will be used to develop the base traffic conditions.

Task 2: Preparation of Land Use Plan and Traffic Projections: CBBEL will coordinate with City staff to obtain the proposed land use plan for future development. With the City provided land use plan, CBBEL will prepare aerial exhibits for up to three different land use alternatives.

The site traffic that will be generated by the future land use alternatives will be estimated based on Institute of Transportation Engineers (ITE) trip generation rates. CBBEL will utilize the existing count data collected in Task 1 to estimate the directional distribution of site-generated traffic on the adjacent street system. Background peak hour traffic (non-site) will be combined with the peak period site-generated traffic and assigned to the critical intersections in the study area. CBBEL will develop traffic volumes for up to three different land use alternatives.

Task 3: Traffic Signal Warrant Analysis: CBBEL will utilize the traffic volumes developed in Task 2 when evaluating the MUTCD and IDOT D1 criteria for warranting a traffic signal at the intersection of Beinoris Drive/Industrial Drive with IL Route 83 (Busse Road) for up to three City approved land use alternatives.

The City should be aware that since IL Route 83 (Busse Road) is an IDOT D1 SRA, only the 8-hour MUTCD warrant applies when determining if criteria are satisfied for the installation of a traffic signal. In addition to meeting the MUTCD 8-hour warrant, IDOT D1 has a right turn volume reduction requirement which can make it difficult to satisfy the traffic signal warrant criteria for installation of a traffic signal.

CBBEL will evaluate up to three land use alternatives with the MUTCD/IDOT D1 traffic signal warrant criteria to determine if the criteria are satisfied under base conditions with the site generated traffic.

Provided traffic signal warrants are not satisfied under base conditions, CBBEL will develop future year base volumes. CBBEL will test 5-year and 10-year horizon volumes to determine if signal warrants are satisfied. CBBEL will obtain concurrence from CMAP for 2050 volumes to aid in projecting the base volumes.

CBBEL will summarize the results of the Traffic Signal Warrant Analysis in a Technical Memorandum. This task will include submitting the Traffic Signal Warrant Analysis to IDOT D1 for approval.

Task 4: Site Evaluation: This task will include a preliminary evaluation of the stormwater detention, stormwater retention, and compensatory storage (if any) volume requirements for each of the proposed land use alternatives provided by the City. CBBEL will utilize industry standard methods in adherence with City and DuPage County standards to estimate the required storage volumes based on the building footprints of the proposed land uses. This should ensure that the area for Stormwater management has adequate volume to accommodate the runoff inflow so as to reduce the rate of peak outflow into the downstream storm water system.

The second part of this task will include a preliminary evaluation of the vehicle parking area required based on the proposed land use alternatives. CBBEL will reference ITE publications and the City Ordinance as appropriate to perform the evaluation.

The required drainage volume and parking area requirements will be summarized in a Technical Memorandum.

Task 5: Project Administration and Meetings: This task will include overall project administration and meetings.

Project administration includes managing day to day project effort to ensure efficient project completion.

CBBEL will attend up to two (2) meetings with City staff for project coordination.

Please note, this task will not include attendance at and preparation of materials for Plan Commission and Board meetings and hearings since we cannot accurately estimate the time and cost due to the nature of these meetings.

ESTIMATE OF FEE

We have determined the following costs for each of the tasks described in this proposal as specified on Attachment A. We will bill on a monthly basis at the rates specified in the attached Schedule of Charges. We will establish our contract with the attached General Terms and Conditions, which are expressly incorporated into and are an integral part of this contract for professional services. Supplemental Services will be performed as requested and billed on a time and materials basis.

If this proposal meets with your approval, please sign both copies and return one to us for our files.

Sincerely,



Michael E. Kerr, PE
President

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND
CONDITIONS ACCEPTED FOR CITY OF WOOD DALE

BY: _____

TITLE: _____

DATE: _____

ATTACHMENT A - PROJECT FEES

Task 1: Data Collection	\$ 7,000
Task 2: Preparation of Land Use Plan and Traffic Projections	\$ 7,500
Task 3: Traffic Signal Warrant Analysis	\$ 15,000
Task 4: Site Evaluation	\$ 5,000
Task 5: Project Administration and Meetings	\$ 2,500
Total	\$ 37,000

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
APRIL, 2020

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

Direct Costs

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

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2020.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



REQUEST FOR COMMITTEE ACTION

Referred to Committee: October 8, 2020
Subject: Modification of the Thorndale Corridor Overlay
Staff Contact: Ed Cage, AICP, CD Director
Department: Community Development Department

TITLE: Modification of the Thorndale Corridor Overlay Boundaries & Regulations

RECOMMENDATION:

Staff recommends moving forward with a public hearing to make modifications to the Thorndale Corridor Overlay (TCO) boundaries and regulations.

BACKGROUND:

The Thorndale Corridor Overlay (TCO) was adopted in 2009. The Overlay created subareas such as the Corporate Main Street, Business park, Wood Dale Road Frontage, Recreation Complex, etc. Although the TCO anticipated and encouraged certain types of major redevelopment of this area on the north side of the City, this simply did not occur, as anticipated. Teska Associates recommended considerable modifications to the TCO in the 2018 Comprehensive Land Use Plan.

ANALYSIS:

Major economic development with the I-1 Light Industrially zoned properties in the City of Wood Dale is occurring, despite the Thorndale Corridor Overlay and despite Covid-19. Examples of property that have redeveloped, in spite of the TCO, are:

1. 650 and 750 N. Wood Dale Road (Forward Space)
2. 640 N. Central Avenue
3. 800 N. IL Route 83 (Nippon)

Properties that are negatively affected by the TCO and are not redeveloping because of the restrictive nature of the TCO on the properties are:

1. 650 N. Edgewood Avenue
2. 750 N. Edgewood Avenue
3. 870-960 Lively Blvd.
4. 887-955 Sivert Dr.

Currently the TCO in relation the Business Park, Recreation Complex and Wood Dale Road Frontage is creating doubt and concerns with property owners and real estate professionals. It does make practical and good sense for these areas to revert back to regular I-1 Light Industrial zoning with some use modifications, which is exactly the sort of redevelopment that is occurring. The Corporate Main Street portion of the TCO needs revising, in terms of size and in terms of goals. Teska Associates recommended in the 2018 Comprehensive Plan, to effectively modify and relocate Corporate Main Street to the intersections of Wood Dale Road and Thorndale/I390. Staff agrees with this proposed modification and if the City moves forward with this, we are simply following through on another one of the goals of the Comprehensive Plan.

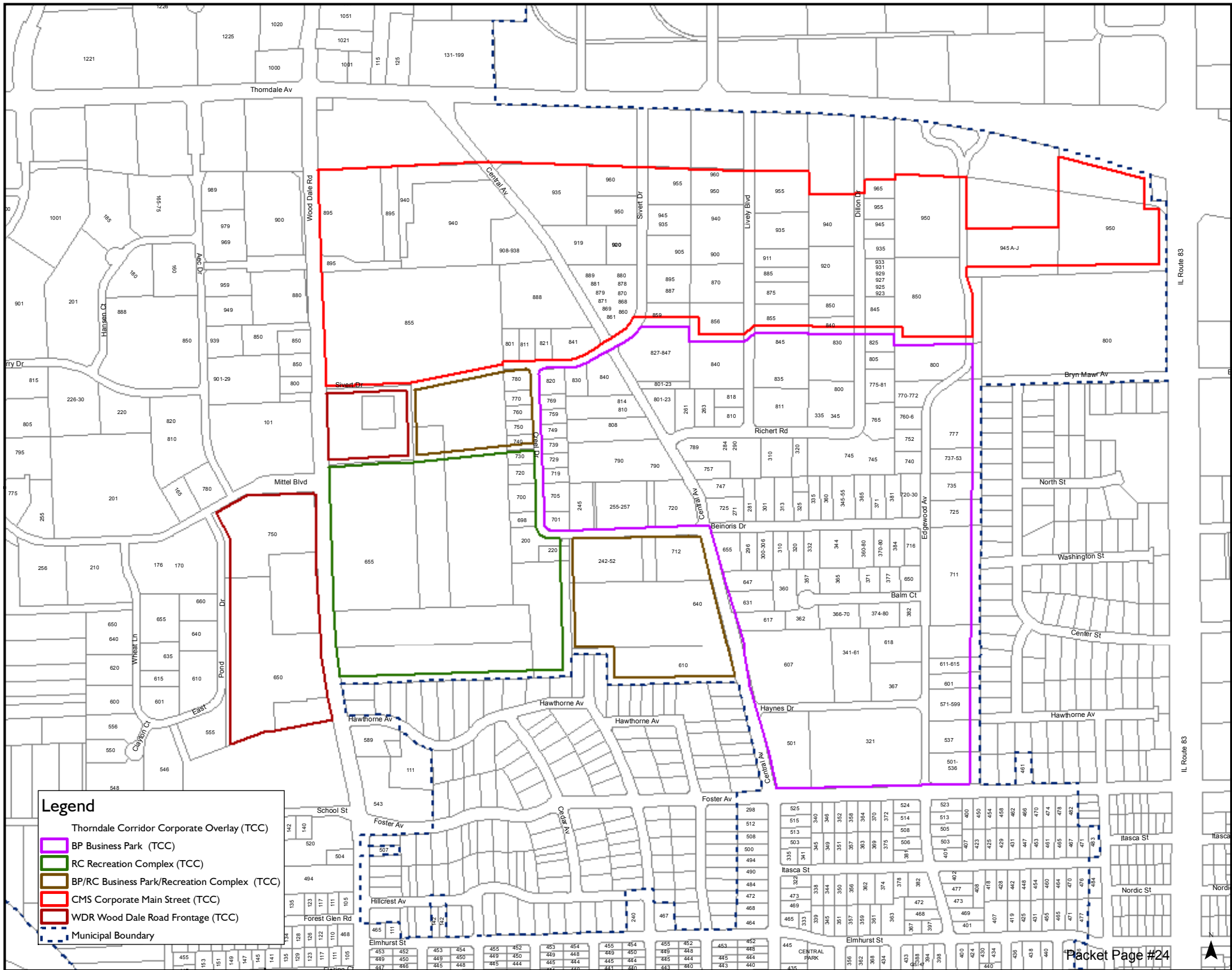
Staff has been contacted by many property owners, developers, attorneys, real estate professionals and prospective purchasers and prospective new Wood Dale companies, and all have had various concerns due to the Thorndale Corridor Overlay. As an example and as you will recall, the overly restrictive parking requirements that came about due to the TCO requirements for 640 N. Central Ave.

Teska Associates and the City Attorney will be in attendance at the Committee meeting to assist in answering any questions.

Consequently, Staff believes that the Business and Development Communities will see some practical modifications to the TCO as a clear indication from the City, that we are indeed open for business attraction and retention.

DOCUMENTS ATTACHED

- ✓ Exhibit A - Map of the Thorndale Corridor Overlay area



- Legend**
- Thorndale Corridor Corporate Overlay (TCC)
 - BP Business Park (TCC)
 - RC Recreation Complex (TCC)
 - BP/RC Business Park/Recreation Complex (TCC)
 - CMS Corporate Main Street (TCC)
 - WDR Wood Dale Road Frontage (TCC)
 - Municipal Boundary





PUBLIC WORKS COMMITTEE MINUTES

Committee Date: September 24, 2020
Present: Ald. Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley & Woods
Absent: Ald. R. Wesley
Also Present: Mayor Pulice, Treasurer Porch, Clerk Curiale, City Manager Mermuys, Police Chief Vesta, A. Lange, B. Wilson, P. Hastings
Meeting Convened at: 7:58 p.m.

APPROVAL OF MINUTES:

The minutes of the September 10, 2020 meeting were approved as presented.

REPORT & RECOMMENDATION:

REVIEW OF CITY OF WOOD DALE ENGINEERING DESIGN AND DEVELOPMENT STANDARDS MANUAL

DISCUSSION:

Director Lange explained this Manual will establish a set of criteria for materials and workmanship on public infrastructure projects. It will be made available to contractors and engineers working for and with the City on public improvement projects. This will be available on the City's website as a pdf.

Ald. Woods' main concern was that the wording be consistent throughout the entire document. His recommended changes are all scribner errors and word changes. He pointed out a few of these language changes and will share.

Ald. Messina requested that when this Manual is posted on the City's website to make it an interactive document with the ability to scroll directly to certain areas. Director Lange noted that it is organized by type of work, but he will look into making it a searchable document.

Mayor Pulice asked about pages 88 and 89 and wanted to verify that whatever the City carries in stock is what is being used on City projects. Director Lange explained there are two types of joints for water mains and the City uses what the industry standard is on all current projects. They work with certain vendors for supplies and that is taken into consideration in this document. Certain manufacturers are specified within the City Code.

Director Lange reported that City Attorney Bond has reviewed this Manual and gave his approval.

On page 162, Ald. Jakab expressed concerns about the quality of topsoil being used. Director Lange explained how pulverized black soil differs from load to load based on different reasons. Sometimes it is just a bad load from a contractor. Ald. Woods would like the Code to be more specific that it is 4" of topsoil and the sod itself does not count as part of that. It was noted there are different grades to the dirt so, there is a need to have some other soil underneath. Ald. E. Wesley commented that hydro seeding does not work. Director Lange explained there were issues on Dalewood with it due to the time of year it was planted. It depends on how and when it is put down and also how it is cared for once planted.

Mayor Pulice inquired about doing more of a depressed curve at driveways when replacing curbs. He has received several complaints from residents that the new driveway is often higher than what was already in place. Director Lange stated the City usually replaces what was pre-existing "in kind," but agreed to look into it. He explained how the original curb could have deteriorated over time, but suggested taking these on a case by case basis. It was noted that when using MFT funds, the City is required to meet a state standard. They are allowed to improve, but can't diminish from what was previously at a site.

Mayor Pulice inquired about compaction testing and whether that is done on all City roads. Director Lange confirmed it is, and noted the City has certain compaction standards for the subgrade of the road and the parkway in general. Mayor Pulice wants to ensure the City is testing these streets when they are being built. Soil boring and pavement cores are done during the design phase which leads to the development of the profile of the street to ensure it is adequate. Ald. Woods asked how staff determines a compaction test is done. Director Lange explained it's usually quality control on part of the contractor and the construction oversight process addresses this.

Director Lange pointed out that these are minimum standards required to be met by all City contractors and engineers, but can be adjusted as needed. Certain allowances in the document allow city staff to change allowable materials for a certain project, but once adopted, any changes to the document itself will return to Council.

A request was made by Mayor Pulice about the 48 hours work notice and work hours (on page 200), and including something about contractors not leaving a site unattended with debris lying about. Director Lange stated it is included, but he can speak with Attorney Bond to determine what authority the City has to require a contractor to be on site and working if



they still aren't beyond the completion date. City Manager stated there is a particular project with this issue that is on next week's agenda.

VOTE:

Ald. Catalano made a motion, seconded by Ald. Sorrentino, to approve the City of Wood Dale Engineering Design and Development Standards Manual with recommended changes. A voice vote was taken, with the following results:

Ayes:	Ald. Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley & Woods
Nays:	None
Abstained:	None
Motion:	Carried

ITEMS TO BE CONSIDERED AT FUTURE MEETINGS:

- Wind Sculpture Lighting – October
- Vehicle Purchase – November
- Veterans Memorial Landscaping – Fall
- 50/50 Apron Program – November/December

ADJOURNMENT:

The meeting adjourned at 8:34 p.m.

Minutes taken by Eileen Schultz



REQUEST FOR COMMITTEE ACTION

Referred to Committee: October 8, 2020 - REVISED MEMO
Subject: PD Security Wall/Parking Lot Project
Staff Contact: Alan Lange, Public Works Director
Department: Public Works

TITLE: Approval of an Agreement with G. Fisher Commercial Construction, Inc. for the Police Department Security Wall and Parking Lot Improvement Project in an Amount Not to Exceed \$675,000

RECOMMENDATION:

Staff Recommends Approval of an Agreement with G. Fisher Commercial Construction, Inc. for the Police Department Security Wall and Parking Lot Improvement Project in an Amount Not to Exceed \$675,000.

BACKGROUND:

The City Hall parking lot has issues with subsurface drainage which causes water to seep through cracks in the pavement leaving areas saturated and causing ice to build up in the winter creating a hazard. Additionally, the Police Department had previously proposed a project that would expand the parking lot to the property line, adjust the flow of traffic, permit entry from the north and south sides of the parking lot, and protect vehicles from exposure to the elements. The need for a security wall and covered parking structure is further needed to provide better security to the location, obscure the view of the internal portion of the detective's office, administrative offices and sally port from any future development. In addition to the security of the facility, there is consistent traffic in and out of the location, testing of lights and sirens on three different shifts, emergency response to calls for service, gate beeping when opening or closing, and many other noise concerns that will be amplified with any future development at 372 N. Wood Dale Road.

The City previously retained the services of FGM Architects and Robinson Engineering to design the security wall and covered parking structure as well as civil site work. The project was advertised and bids were opened publicly on October 2, 2020. Sixteen bids

were received for the project. After reviewing the bids and checking references, FGM Architects recommends the City enter into an agreement with G. Fisher Construction to complete the project. They have performed work for other municipalities with satisfactory results and are the lowest responsible bidder.

ANALYSIS:

Staff had previously budgeted \$112,500 within the CIP for construction services to address the drainage issue however this did not include the security wall and covered parking structure for the Police Department. As the City had not yet received the site assessment when the CIP was created the extent of what was needed at that time could not be known. Several projects originally funded within the CIP for this fiscal year were delayed at the onset of the pandemic including aesthetic and HVAC improvements to the police station totaling \$653,000. These projects would be delayed to cover the cost of construction of the security wall and covered parking structure. Due to the timing of the project and the lead time required for prefabricated steel and concrete structures, the construction of the security wall and covered parking structure may not be completed until early next year. The City Hall parking lot, however would be completed this year. Architects and engineer's estimates of probable construction costs for this project totaled \$672,025, however after these estimates were prepared staff determined additional soundproofing of the annex building and extension of the security wall further to the west would be desired.

DOCUMENTS ATTACHED

- ✓ Bid Tabulation
- ✓ FGM Architects Recommendation Letter
- ✓ FGM Site Security Study with Cost Analysis
- ✓ Robinson Engineering Cost Estimate

FGM ARCHITECTS

October 05, 2020

Mr. Alan Lange
Director of Public Works
404 N Wood Dale Rd. Wood Dale, IL 60191

Re: The City of Wood Dale
Covered Parking and Site Improvements
FGM# 20-2944.01

Dear Mr. Lange:

Bids for this project were received on October 2, 2020. The apparent low bidder is G. Fisher Commercial Construction Inc. of Illinois.

FGM Architects has reviewed the qualifications, mandatory pre-bid attendance record and references provided by G. Fisher Commercial Construction Inc. and find that they are a responsible bidder and therefore see no reason not to recommend contract award. Reference checks were performed with the Bolingbrook Fire Department, Village of Bolingbrook, and Village of Homewood. All references checked out with a positive and attenuative review of G. Fisher Commercial Construction Inc.

Please let us know your decision at your earliest convenience. Upon your direction, FGM Architects will draft a construction contract for signatures and issue Notice of Intent letter to the contractor to proceed with the project. It is further anticipated that a preconstruction kick-off meeting be scheduled by FGM Architects with the contractor and Wood Dale and Public Safety team's earliest discretion.

If you have any questions or comments, please do not hesitate to call me.

Sincerely,



Mark Price, AIA
Architect

Cc: Alan Lange, alange@wooddale.com

Ray Lee, FGM Architects, rayl@fgmarchitects.com



CITY OF WOOD DALE POLICE DEPARTMENT

SITE SECURITY STUDY

SUBMITTED TO:

City of Wood Dale
404 N Wood Dale Road
Wood Dale, Illinois 60191

FGM Architects Inc.

1211 West 22nd Street, Suite 700
Oak Brook, Illinois 60523
Phone: 630.574.8300
Fax: 630.574.9292

February 19, 2020
FGM # 20-2888.01

Police Department

Greg Vesta, Chief of Police

William Frese III, Deputy Chief of Police

FGM Architects Team

Raymond Lee, Principal-in-Charge

Mark Price, Project Manager

TABLE OF CONTENTS

SECTION 1 Executive Summary.....page 4

SECTION 2 Project Understanding and Methodology.....page 6

SECTION 3 Project Goals and Questions to be Answeredpage 7

SECTION 4 Structural Analysis and Conceptual Diagrams.....page 8

SECTION 5 Project Budgetspage 17

SECTION 6 Recommendation.....page 20

SECTION 1
EXECUTIVE SUMMARY**Introduction**

The City of Wood Dale commissioned FGM Architects to perform a study to provide a visibility and noise barrier from a potential new apartment complex to be built directly south of the police station. The apartment development is proposing two 36' high apartment buildings located approximately 20-25' south of the property line. The proposed apartments would have visibility into the parking lot and buildings which is a security concern for the police department.

Furthermore, the apartments would be subject to police vehicle light and siren testing which is mandatory for each patrol shift and may also be affected by noise from the indoor firing range at the west end of the police and village hall site.

The City of Wood Dale would like FGM Architects to review 2-3 potential options to mitigate the visibility and noise security concerns. Options that may be considered include the following:

- Construct a wall between the apartment development
- Construct a canopy to cover the parking area and drive. This option may also include sound attenuation for the firing range.
- Construct an indoor parking garage between the police station and apartment development. This option may also include sound attenuation for the firing range.

Each option will require a conceptual cost budgets for the project. The city will utilize this information to determine how it will proceed to mitigate the security concerns

The conclusion of our analysis it became clear that a sound wall or covered canopy is an applicable solution to provide the visibility and noise barrier requested.

Methodology

FGM obtained information for this report through data and documents provided by the City of Wood Dale, W-T Engineering and through a series of discussions with the Police Department. FGM analyzed the proposed apartment building drawings, and existing Police Station Drawings prepared by OWP&P dated 05/01/1989.

Project Goals

For every project, it is important to establish clear goals which will be utilized to guide the direction of solutions and decisions throughout the project. The following goals were identified by the City of Wood Dale.

- The primary goal of this study is to identify potential solutions to provide a noise and visibility barrier to a potential apartment development built on the adjacent site to the south of the police department.

See Section 3 for additional information regarding goals and questions that the City needs answered to as part of this report.

Potential Solutions

- **Construct an acoustical precast concrete sound barrier wall along the southern property line from security gate to range, between the apartment development and police station.**
- **Construct a canopy to cover the parking area and drive. This option may also include sound attenuation for the firing range.**

Construct an indoor parking garage between the police station and apartment development. This option presented additional challenges when the analysis was completed. Departmental disturbance along the offices to the south would be significant. External equipment relocation such as tower relocations, transformer relocation and ventilation requirements for an indoor parking garage, as well as the high cost of construction concluded that an indoor parking garage is not a viable solution for this project as the costs are in excess

See Section 4 for additional information regarding analysis and conceptual diagrams.

Project Budgets

The cost impacts and budgeting information of the potential solutions outlined in potential solution described above are broken down later in this report.

See Section 5 for additional information.

Recommendation

Based upon the findings of this report, FGM recommends that the City of Wood Dale pursue **the proposed solution, to construct a canopy to cover the parking area and drive. This option may also include sound attenuation for the firing range.**

**SECTION 2
PROJECT UNDERSTANDING
AND METHODOLOGY****Overview**

For over 25 years, FGM Architects has provided consulting and architectural design services to municipalities, police, and fire departments and has worked on more than 150 police and over 250 fire station projects. FGM brings a vast amount of knowledge and understanding to this project through previous experience but understands that each municipality has its own unique challenges and goals. Therefore, there is no cookie-cutter project or client and we must work with Department staff members to understand their operational issues.

The goal of this report is to provide the City with information on how to best solve the visibility and noise concerns arising from the potential construction of a new apartment complex to the south of the police department.

Budgeting Methodology

FGM has an extensive database of cost information and used cost per square foot estimates as the budgeting methodology for the conceptual budgets. Because no actual design work has been performed, a budget range is provided for potential construction costs.

Items not Included

Items that are excluded by FGM from this report are as follows:

- Review of building compliance with current codes.
- Accessibility Review and compliance with current code
- Review of existing building mechanical systems
- Review of existing building electrical systems
- Review of existing plumbing systems

SECTION 3 PROJECT GOALS AND QUESTIONS TO BE ANSWERED

Project Goals

For every project, it is important to establish clear goals which will be utilized to guide the direction of solutions and decisions throughout the project. The following goals were identified by the City of Wood Dale

- The primary goal of this study is to identify potential solutions to provide a noise and visibility barrier to a potential apartment development built on the adjacent site to the south of the police department.

Questions to be Answered

To allow for an informed decision-making process, it is important to identify questions that the City needs to have answered as part of this report. The following questions were identified from meetings with the City. A brief answer to each question has been provided in *red italic* type.

1. What does the sound wall look like?

The precast sound wall barrier comes in a variety of looks and masonry or stone patterns. As the patterns and color complexity increase the cost of the wall goes up.

2. How tall is the proposed sound wall?

The precast sound wall barrier wall to achieve the proper sight line and acoustical benefits would be approximately 30'-0" in height from grade.

3. What is the benefit of constructing a covered open to the elements structure?

The covered canopy provides the department with the benefits of an acoustical wall along the southern property line adjacent to the apartment development as well as a covered roof to block visibility and prevent overhead vandalism to police department equipment. The covered parking canopy is approximately 18'-0" in height. The roof will slope to allow for proper drainage and department vehicles will be partially shielded from snow and rain. The canopy can be held off the building to allow all existing equipment to remain and

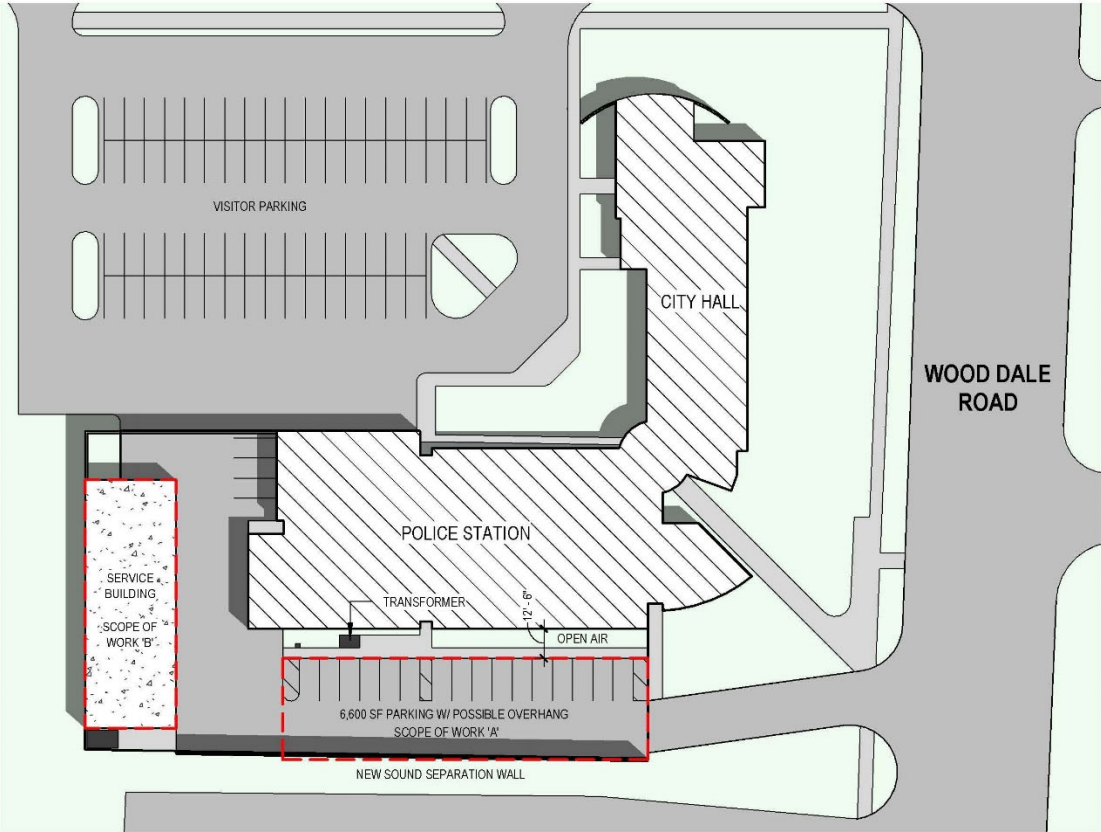
departments along the south with windows to continues to receive natural light.

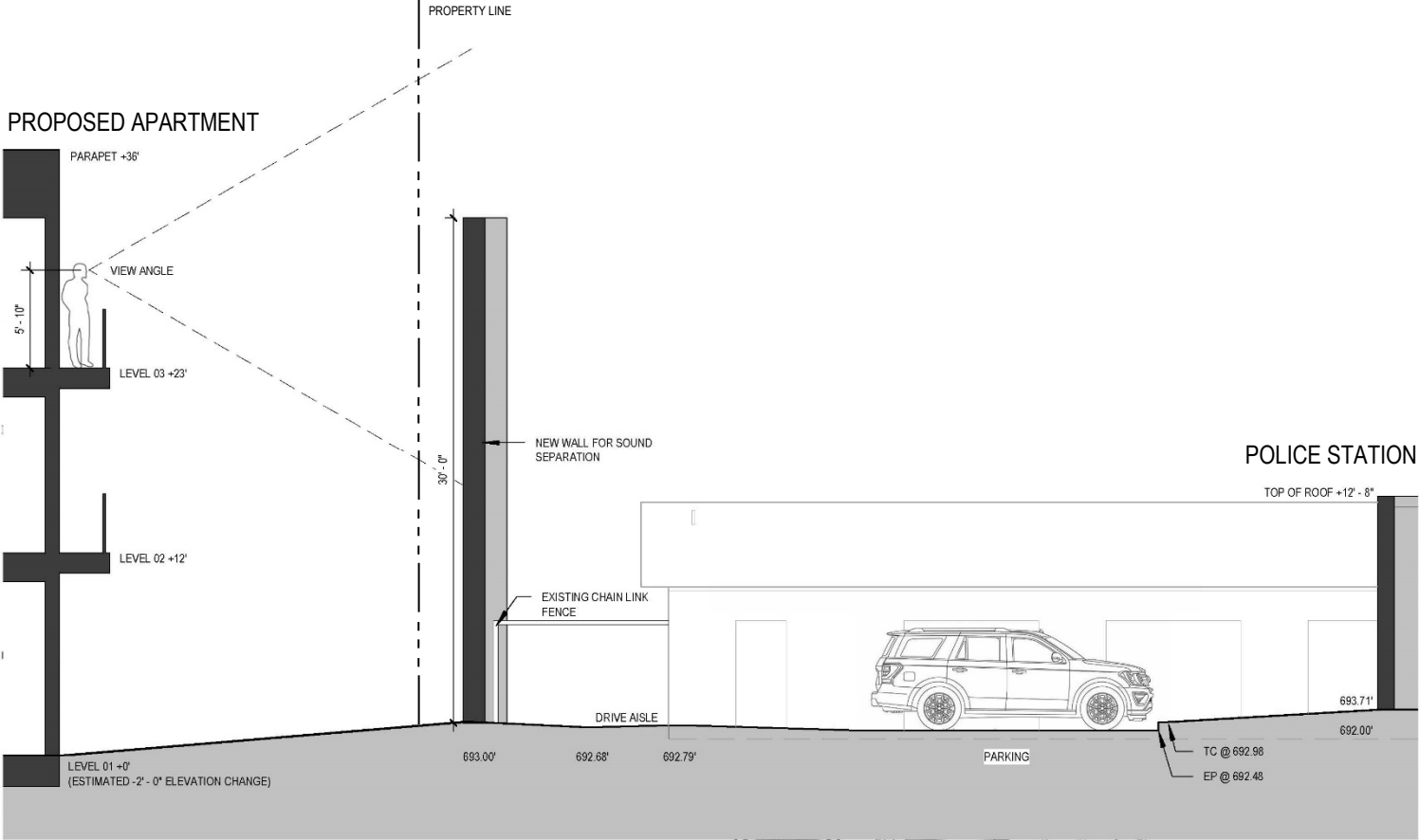
4. How much will potential solution cost?

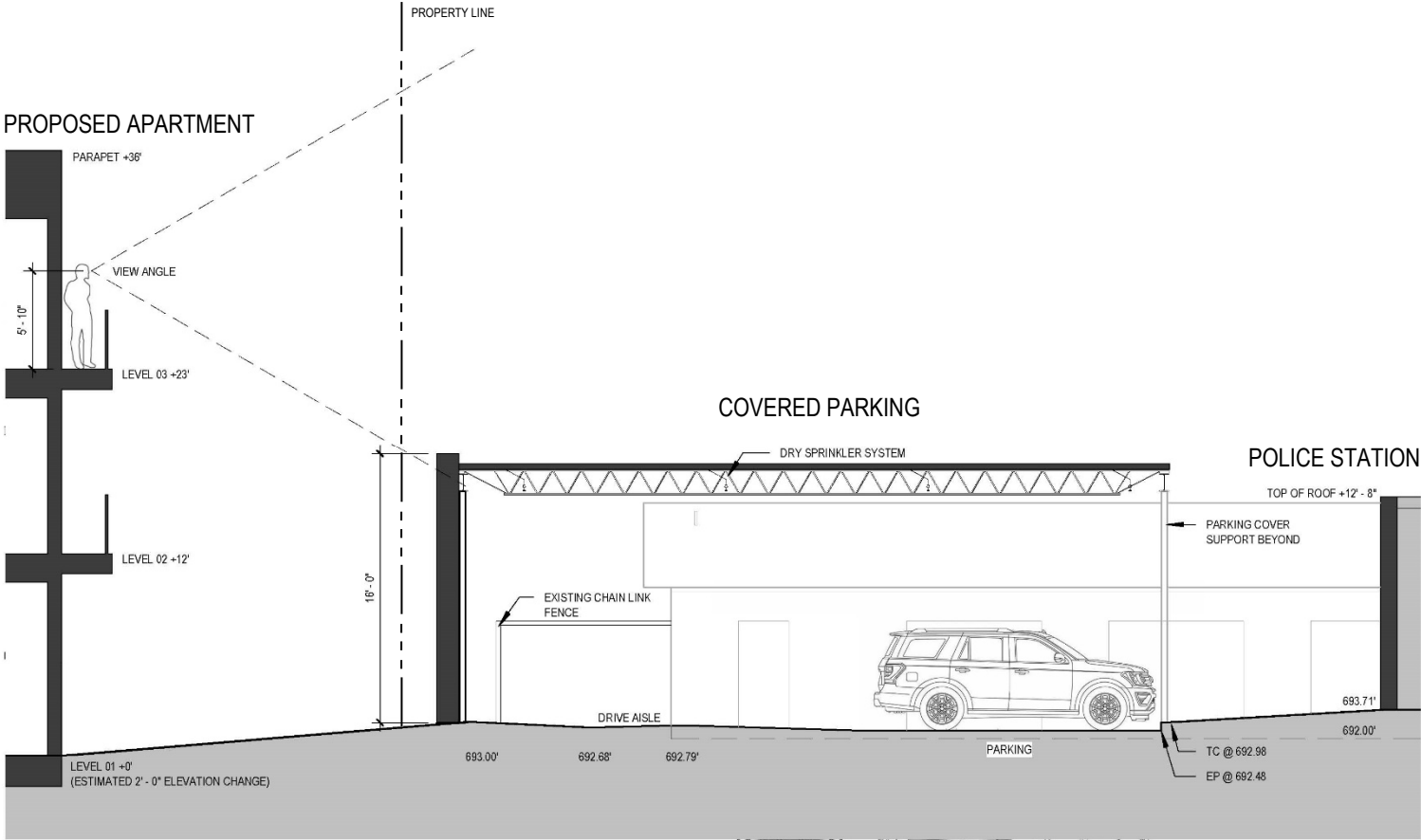
See Section 5 of this report.

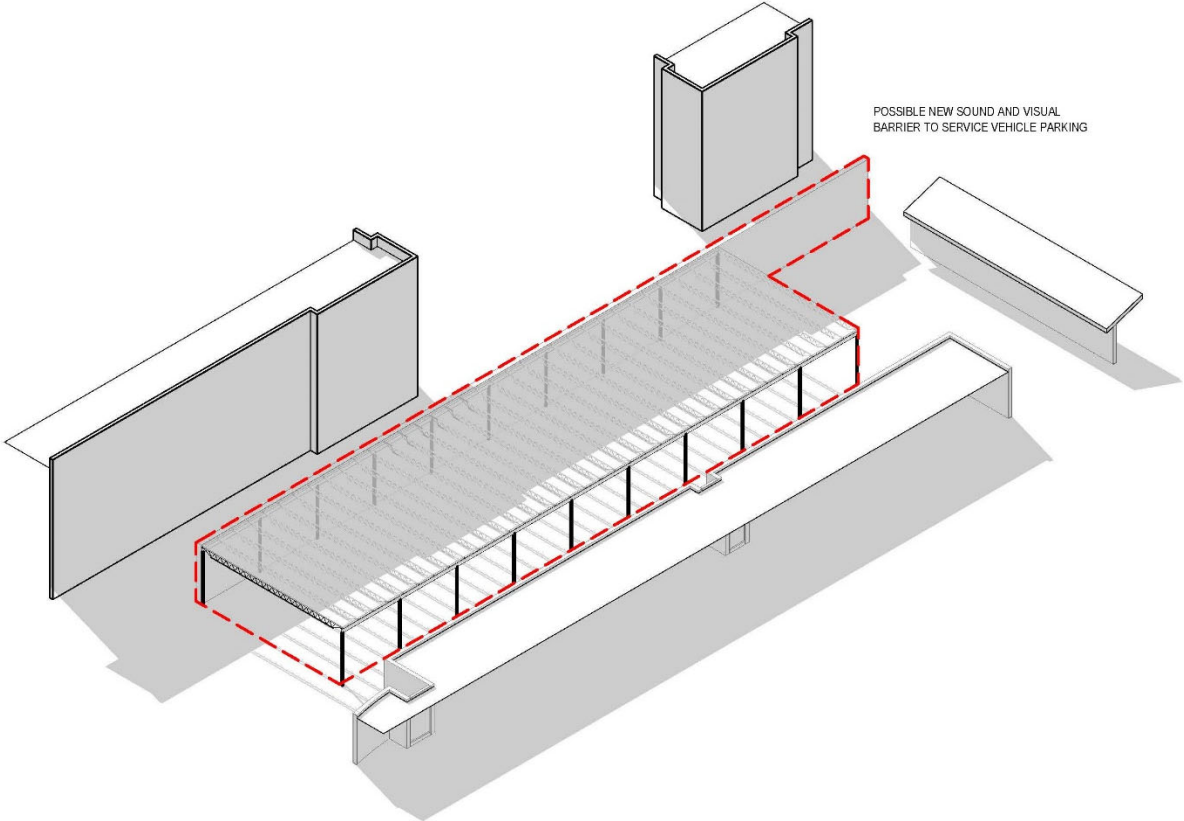
**SECTION 4
CONCEPTUAL DIAGRAMS**











**SECTION 5
PROJECT BUDGETS**

Project Budgets

As part of this report, FGM has provided conceptual budgets to implement the project. For the attached summary, the Total Project Budget includes the cost of construction, fees, and soft costs.

Costs are based on a fall 2020 construction start. Budgets will need to be escalated for inflation as required annually after that time frame. Cost ranges have been provided as no actual design work has been performed.

For more details, see the Budgets attached to this section.

Budget Summary

Budgets are provided for the architectural and structural components of the project only.

The following is a summation of the budgets:

Construction of a Precast Acoustical Noise Wall

	Low	High
Construction Budget	\$331,200	\$428,490
Construction Contingency	\$16,560	\$21,425
Design and Pricing Contingency	<u>\$16,560</u>	<u>\$21,425</u>
Total Project Budget	\$364,320	\$471,339

Construction of a Covered Canopy

	Low	High
Construction Budget	\$322,454	\$394,335
Construction Contingency	\$17,489	\$21,083
Design and Pricing Contingency	<u>\$17,489</u>	<u>\$21,083</u>
Total Project Budget	\$384,756	\$463,825

Item		Quantity	Unit	Cost/Unit		Construction Cost		Remarks	
				Low	High	Low	High		
Wood Dale									
Site Security Study for Police Station									
Conceptual Budget Options for Site Security									
						FGM ARCHITECTS			
						February 20, 2020			
						FGM#: 20-2888.01			
1	OPTION 1 - PRECAST NOISE WALL								
2	Precast Noise Wall Installation	6,000	s.f.	\$ 50.00	\$ 65.00	\$ 300,000	\$ 390,000		
3	Landscape Restoration	2,000	s.f.	\$ 10.00	\$ 12.00	\$ 20,000	\$ 24,000		
4	Option 1 Sub-Total					\$ 320,000	\$ 414,000		
5	Escalation (3.5% for One Year)						\$ 11,200	\$ 14,490	
6	Total Option 1 Construction Costs						\$ 331,200	\$ 428,490	
7	Design and Pricing Contingency (5%)						\$ 16,560	\$ 21,425	
8	Construction Contingency (5%)						\$ 16,560	\$ 21,425	
9	TOTAL OPTION 1 - PRECAST NOISE WALL						\$ 364,320	\$ 471,339	(Design Costs are included in this number)
OPTION 2 - COVERED CANOPY PARKING									
11	Foundations	6,600	s.f.	\$ 4.00	\$ 5.00	\$ 26,400	\$ 33,000		
12	Slab on Grade	6,600	s.f.	\$ 10.00	\$ 12.00	\$ 66,000	\$ 79,200	Includes Asphalt Removal Assumes ReUse	
13	Structure	6,600	sf	\$ 3.00	\$ 4.00	\$ 19,800	\$ 26,400		
14	Roof Construction	6,600	s.f.	\$ 7.00	\$ 9.00	\$ 46,200	\$ 59,400		
15	Exterior Walls	3,000	s.f.	\$ 45.00	\$ 50.00	\$ 135,000	\$ 150,000		
16	Electrical Lighting	6,600	s.f.	\$ 2.00	\$ 3.00	\$ 13,200	\$ 19,800		
17	Plumbing	6,600	s.f.	\$ 1.75	\$ 2.00	\$ 11,550	\$ 13,200		
18	Fire Protection	6,600	s.f.	\$ 3.00	\$ 4.00	\$ 19,800	\$ 26,400		
19	Landscape Restoration	2,000	s.f.	\$ 5.00	\$ 6.00	\$ 10,000	\$ 12,000		
20	Sound Proofing Range	1,000	s.f.	\$ 4.00	\$ 5.00	\$ 4,000	\$ 5,000	(K-13 Spray Cellulose Insulation)	
21	Option 2 Sub-Total					\$ 337,950	\$ 407,400		
22	Escalation (3.5% for One Year)						\$ 11,828	\$ 14,259	
23	Total Option 2 Construction Costs						\$ 349,778	\$ 421,659	
24	Design and Pricing Contingency (5%)						\$ 17,489	\$ 21,083	
25	Construction Contingency (5%)						\$ 17,489	\$ 21,083	
26	TOTAL OPTION 2 - COVERED PARKING						\$ 384,756	\$ 463,825	

SECTION 6 RECOMMENDATION

Recommendation

Based upon the findings of this report, FGM recommends that the City of Wood Dale pursue **the proposed solution, to construct a canopy to cover the parking area and drive. This option may also include sound attenuation for the firing range.**

The recommendation considers the following:

- The least impact on daily operations as the proposed construction will allow for the building to operate as it currently does.
- Provide protection to department vehicles.
- Construct a lower height solution to not create a "canyon condition" with a tall wall.

Next Steps

This report is to be utilized as a starting point and is intended to provide the City with the necessary information to make an informed decision about the viability of a precast sound barrier wall or a covered canopy with a reduced sound wall, to provide the desired visibility and noise barrier requested.

Once the implementation of the chiller installation is ready to move forward, FGM Architects is prepared to assist the City of Wood Dale with the next steps.

COST ESTIMATE

Local Agency City of Wood Dale
 Location City Hall & Police Department
 Description City Hall & PD Parking Lot Improvements

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

TOTAL COST ESTIMATE	\$208,200.00
----------------------------	---------------------

Item Number	Items	Unit	Quantity	Unit Price	Total
1	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	20	\$50.00	\$1,000.00
2	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	400	\$8.00	\$3,200.00
3	PERIMETER EROSION BARRIER	FOOT	320	\$0.00	\$0.00
4	INLET FILTERS	EACH	11	\$0.00	\$0.00
5	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	20	\$50.00	\$1,000.00
6	AGGREGATE BASE COURSE, TYPE B 8"	SQ YD	140	\$15.00	\$2,100.00
7	BITUMINOUS MATERIALS (PRIME COAT)	POUND	300	\$0.50	\$150.00
8	BITUMINOUS MATERIALS (TACK COAT)	POUND	3,900	\$0.50	\$1,950.00
9	LEVELING BINDER (MACHINE METHOD), N50	TON	242	\$75.00	\$18,150.00
10	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	50	\$75.00	\$3,750.00
11	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	510	\$80.00	\$40,800.00
12	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	2,365	\$7.00	\$16,555.00
13	DETECTABLE WARNINGS	SQ FT	70	\$30.00	\$2,100.00
14	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4"	SQ YD	5,805	\$3.00	\$17,415.00
15	CURB REMOVAL	FOOT	450	\$10.00	\$4,500.00
16	SIDEWALK REMOVAL	SQ FT	1,510	\$3.00	\$4,530.00
17	PIPE UNDERDRAINS, TYPE 2, 6"	FOOT	560	\$25.00	\$14,000.00
18	CONCRETE CURB, TYPE B	FOOT	450	\$30.00	\$13,500.00
19	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	50	\$20.00	\$1,000.00
20	PAINT PAVEMENT MARKING - LINE 4"	FOOT	2,400	\$2.00	\$4,800.00
21	STEEL ADJUSTING RINGS	EACH	4	\$200.00	\$800.00
22	EXPLORATORY EXCAVATION	EACH	3	\$500.00	\$1,500.00
23	SEEDING, SPECIAL	SQ YD	400	\$10.00	\$4,000.00
24	CLASS D PATCHES, 5 INCH	SQ YD	410	\$60.00	\$24,600.00
25	COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	50	\$50.00	\$2,500.00
26	GUARANTEE & MAINTENANCE BOND	L SUM	1	\$5,000.00	\$5,000.00
27	STRUCTURES TO BE ADJUSTED	EACH	4	\$500.00	\$2,000.00
28	EARTH EXCAVATION (SPECIAL)	CU YD	60	\$60.00	\$3,600.00
29	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID, SPECIAL	EACH	6	\$1,500.00	\$9,000.00
30	CHAIN LINK FENCE REMOVAL (SPECIAL)	FOOT	235	\$20.00	\$4,700.00



FINANCE & ADMINISTRATION
COMMITTEE MINUTES

Committee Date: September 24, 2020
Present: Ald. Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley & Woods
Absent: Ald. R. Wesley
Also Present: Mayor Pulice, Treasurer Porch, Clerk Curiale, City Manager Mermuys, Police Chief Vesta, A. Lange, P. Hastings, B. Wilson
Meeting Convened at: 7:48 p.m.

APPROVAL OF MINUTES:

The minutes of the August 13, 2020 meeting were approved as presented.

REPORT & RECOMMENDATION

HOTEL/MOTEL TAX OTC UPDATE

DISCUSSION:

Director Wilson reported during the tax audit conducted by Azavar, they identified a tax loophole with online hotel booking sites. Although the hotel remits to the City what they are paid, those rooms rented via an on-line booking site are not paying the full tax amount to the City. This amending of the City Code would close a loophole for tax of what a room was ultimately rented for. This will allow for proper collection from on-line booking sites.

VOTE:

Ald. E. Wesley made a motion, seconded by Ald. Sorrentino, to move forward with amending the City Code to allow staff to collect taxes from on-line hotel booking sites. A roll call vote was taken, with the following results:

Ayes: Ald. Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley & Woods
Nays: None
Abstained: None
Motion: Carried



ITEMS TO BE CONSIDERED AT FUTURE MEETINGS:

- Bike Path TIF – October 8
- Banking RFP – October 22
- Water bill shut-offs on rental properties (Jakab)

ADJOURNMENT:

The meeting adjourned at 7:53 p.m.

Minutes taken by Eileen Schultz



REQUEST FOR COMMITTEE ACTION

Referred to Committee: October 8, 2020
Subject: Bike Path utilities cost share
Staff Contact: Brad Wilson, Finance Director
Department: Finance

TITLE: Bridge Point Wood Dale Bike Path cost share

RECOMMENDATION:

Approve a 50/50 cost share with Bridge Development for costs related to utility pole relocation for the installation of a bike path along Wood Dale Road. The City's portion would be in a not to exceed amount of \$63,000.

BACKGROUND:

As you will recall, Bridge Development agreed to construct a bike path along Wood Dale Road for the entire frontage of their property as part of the redevelopment of the former HSBC site. As they working to construct the bike path, they ran into some utility conflicts.

ANALYSIS:

As they were working to construct the bike path, they ran into some utility conflicts. The result of these conflicts would be a bike path that would not meet certain code requirements, specifically width. In order to remedy the situation, ComEd has indicated that three utility poles need to be removed and relocated, where the property narrows to the south.

As this was an unforeseen event and this is a large benefit to the City, i.e. a key connection to the Salt Creek Trail. Staff is recommending to use TIF funds to fund 50% of the estimated ComEd cost, the developer would pay for the other 50% portion. This amount would not exceed \$63,000.

The scope of work is attached and also includes work related to other utilities that have lines on the ComEd poles in question, and other costs related with the relocation of the poles.

DOCUMENTS ATTACHED

- ✓ Scope of work and cost estimate

 CONSTRUCTION CHANGE BUDGET

 Project: Bridge Point Wood Dale
650-750 N Wood Dale Road
Wood Dale, IL 60191

 Date: July 27, 2020

 Project Contact: Mark Houser
Bridge Development Partners

The following change in the Construction Scope is presented for consideration:

Relocate or replace three (3) utilities poles to allow for the installation of the multi-purpose path along Wood Dale Road.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>COST</u>
1	ComEd scope of work budget:	\$ 50,000
2	AT&T scope of work budget:	\$ 15,000
3	Comcast scope of work budget:	\$ 35,000
4	Tree removal allowance:	\$ 5,000
5	Grading allowance:	\$ 8,000
6	Restoration allowance:	\$ 4,000
7	Engineering and easement costs:	\$ 3,000
8	Contingency	\$ 6,000
Total Estimated Cost		\$ 126,000



REQUEST FOR COMMITTEE ACTION

Referred to Committee: October 8, 2020
Subject: RFQ for Professional Insurance Brokerage and Risk Management Consulting Services
Staff Contact: Kate Buggy and Brad Wilson
Department: Administration

TITLE: Property & Casualty Insurance Broker RFQ Results

RECOMMENDATION:

Staff recommends entering into an agreement with Alliant/Mesirow for professional insurance brokerage and risk management consulting services.

BACKGROUND:

As part of the City's Strategic Plan, staff was directed to issue a number of Requests for Proposals/Qualifications this year. One of these items was for Insurance Brokerage and Risk Management Consulting Services, commonly referred to as P&C (Property and Casualty). The RFQ was posted on the City's website and sent out to three reputable firms—Mesirow Insurance Services, Inc., an Alliant-owned company ("Alliant"), Arthur J. Gallagher & Co. ("AJG"), and Assurance Agency ("Assurance").

ANALYSIS:

Two firms submitted qualifications in response to the City's RFQ—Alliant and AJG. Assurance did not respond to the RFQ.

In regards to compensation its services, Alliant proposes a flat fixed annual fee of \$39,500, with no additional costs for travel. AJG proposes one of two options, the first a brokerage fee of \$45,000, or the second a commission on policies placed. Both proposals come in at less than the City currently plays.

The City has used Alliant as its insurance broker since 2013. The City has an amicable working relationship with the staff at Alliant. The RFQ was not issued based on any known issues with Alliant. Rather, it was a timely matter and the RFQ was issued at the direction of the Council.

Based on the City's current and past working relationship with Alliant, the pricing proposals, and the submittals being otherwise relatively even, staff recommends that the City enter into an agreement with Alliant for professional insurance brokerage and risk management consulting services.

The RFQ and the submittals from Alliant and AJG can be viewed at this link:

<https://www.dropbox.com/sh/a8583hnv1rbolv5/AAB2WtQRYk70ItlhFutGuBWZa?dl=0>

DOCUMENTS ATTACHED

✓ None