



Meeting Date: March 14, 2023
Meeting Time: 4:30 P.M.
Meeting Location: City Hall
118 Hillsboro Avenue

PUBLIC SERVICES COMMITTEE AGENDA

Committee Members

SJ Morrison, Alderman, Chair
Chris Farrar, Alderman
Janet Stack, Alderman

1. Public Comment
2. Approval of Minutes from the February 28, 2023 Public Services Committee meeting
3. Approval of a Sole Source Resolution Authorizing the Purchase of Bulk LA Rock Salt from Gunther Salt Company in the estimated amount of \$155,250.00
4. Approval of a Professional Services Agreement with Crawford, Murphy & Tilly, Inc. for Construction Engineering of the WWTP Improvements Project in the amount of \$86,350.00

Old Business:

New Business:

Information:

- a. Receipt of Madison County 2023 Environmental Grant for the Wastewater Treatment Plant LED Light Conversion
- b. Change Order 1 to Keller Construction, Inc. for the Chapman Street Improvements Contract in the increased amount of \$7,034.00
- c. Change Order 2 to Kamadulski Excavating and Grading Company, Inc. for the North Buchanan Water Main Improvements Contract in increased amount of \$8,910.00

PUBLIC SERVICES COMMITTEE MEETING: Tuesday, March 28, 2023 at 4:30 p.m. at City Hall, 118 Hillsboro Avenue.

If prospective attendees require an interpreter or other access accommodation, please contact the Edwardsville City Clerk's office at 618-692-7500 no later than 48 hours prior to the commencement of the meeting to arrange the accommodations.



**PUBLIC SERVICES COMMITTEE
MINUTES
Tuesday, February 28, 2023**

Approved Signature: _____ Approval Date: _____

Present:

Alderman SJ Morrison
Alderman Janet Stack – Remote
Alderman Chris Farrar
Kevin Head, City Administrator
Jeanne Wojcieszak, Director of Finance
Eric Williams, Public Works Director
Ryan Zwijack, City Engineer
David Sirko, Assistant City Engineer
Mike Fillback, EPD
Cathy Hensley, Communications
Chuck Bollinger, Intelligencer
Shelly Coppersmith, Citizen
Rob Coppersmith, Citizen

Motion by Alderman Farrar to allow Alderman Stack to participate remotely. Seconded by Alderman Morrison. All Ayes.

I. **Public Comment:** None

II. **Council Matters:**

A. Approval of Minutes from the Public Services Committee meeting of February 14, 2023:

Alderman Farrar made a motion to recommend Approval of the Minutes from the Public Services Committee meeting of February 14, 2023. Alderman Stack seconded the motion. Ayes – Morrison. Stack. Farrar. Committee forwarded to Council for information.

B. Utility Bill adjustment request for 445 South Buchanan Street

Alderman Farrar made a motion to approve with Alderman Stack seconding the motion. The property owner explained that they wished to appeal their utility bill. Nays – Morrison. Stack. Farrar. Committee forwarded to Council for consideration with a recommendation to deny.

C. Approval to award the Gateway Commerce Center Drive West Pavement Patching Contract (Bid Opening on 2/28/2023)

Alderman Farrar made a motion to approve with Alderman Morrison seconding the motion. Staff explains that this is a pavement patching contract for a section of Gateway Commerce Center Drive West at State Route 111. Ayes – Morrison. Stack. Farrar. Committee forwarded to Council for consideration.

D. Approval of a Professional Services Agreement with TWM, Inc. for the development of a Pavement Management System

Alderman Farrar made a motion to approve with Alderman Stack seconding the motion. Staff explains that this is a program to evaluate the condition of and develop a multi-year plan to manage the roadway system within the City of Edwardsville. Ayes – Morrison. Stack. Farrar. Committee forwarded to Council for consideration.

III. **Old Business:**

IV. **New Business:**

V. **Information:**

Change Order #1 for the North Buchanan Street Water Main Improvements in the increased amount of \$9,450.00

B. Next Public Services Committee meeting will be held at City Hall, 118 Hillsboro Ave. on Tuesday, March 14 at 4:30 p.m.

VI. **Adjournment:** Alderman Stack made a motion to adjourn. Alderman Farrar seconded the motion. Ayes – Morrison. Stack. Farrar. Committee adjourned at 5:03 pm.



DATE: March 10, 2023

ACTION ITEM TITLE: Approval of a Sole Source Resolution Authorizing the Purchase of Bulk LA Rock Salt From Gunther Salt Company in the estimated amount of \$155,250.00.

ORIGIN: Public Works Department

SUMMARY:

This item is to approve a Sole source resolution for the purchase of rock salt, for use at the Water Treatment Plant, from Gunther Salt Company for the second quarter of 2023.

RATIONALE:

The City of Edwardsville is required to procure salt for daily operations at the Water Treatment Plant. Gunther Salt Co. is the sole distributor for applicable salt in the local area, and has previously provided salt to Veolia Water North America-Central, LLC for use at the City of Edwardsville Water Treatment Plant.

Gunther Salt Company has provided a proposal to furnish, and delivery the necessary salt through June 2023 (1000 tons) at the estimated cost of \$155,250.00 in total.

COMPLIANCE WITH COMPREHENSIVE PLAN OR OTHER PLAN:

Not Applicable

SUGGESTED COUNCIL ACTION:

Approval

**SOLE SOURCE RESOLUTION
AUTHORIZING THE PURCHASE OF BULK LA ROCK SALT FROM
GUNTHER SALT CO. IN THE ESTIMATED AMOUNT OF \$155,250.00**

WHEREAS, the City of Edwardsville is required to procure salt which is necessary for daily operations at the Water Treatment Plant, and

WHEREAS, Gunther Salt Company is the sole distributor for approved salt in the local area, and

WHEREAS, Gunther Salt Company has previously provided salt to Veolia Water North America-Central, LLC for use at the City of Edwardsville Water Treatment Plant, and

WHEREAS, Gunther Salt Company has provided a proposal to furnish, and deliver the necessary salt through June 2023 at the estimated cost of \$155,250 which the Department of Public Works has evaluated and determined is a fair and reasonable cost, and

WHEREAS, the City Code, Section 2-591, Bid Purchasing Regulation, (d) Exemption from the Bidding Process; provides for the award of single source contracts for services without competitive bidding if such exemption is authorized by two-thirds of all the Aldermen then holding office.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDWARDSVILLE that:

The City of Edwardsville City Council has reviewed and hereby approves by two-thirds majority vote the Purchase of Bulk LA Rock Salt from Gunther Salt Co. in the estimated amount of \$155,250.00.

THIS RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF EDWARDSVILLE, MADISON COUNTY, ILLINOIS, AND APPROVED BY THE MAYOR OF SAID CITY THIS _____ DAY OF _____, 2023.

Art Risavy, Mayor

ATTEST:

Michelle Boyer, City Clerk

Ayes:

Nays:

Absent:

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made between the City of Edwardsville, whose address is 118 Hillsboro Avenue, Edwardsville, IL 62025, hereinafter called the **CLIENT** and Crawford, Murphy & Tilly, Inc., Consulting Engineers, 314 Wolf Street, Edwardsville, Illinois 62025, hereinafter called the **ENGINEER**.

WITNESSETH, that whereas the **CLIENT** desires the following described professional engineering, land surveying or architectural services:

Engineering Services associated with observation of construction activities, including equipment, electrical gear, and storage tank installation, for the Edwardsville WWTP Improvements Project by the Engineer as defined in the Contract Documents.

NOW THEREFORE, the **ENGINEER** agrees to provide the above-described services and the **CLIENT** agrees to compensate the **ENGINEER** for these services in the manner checked below:

- On a time and expense basis in accordance with the attached Schedule of Hourly Charges which is subject to change at the beginning of each calendar year. Reimbursable direct expenses will be invoiced at cost. Specialized services performed by another firm will be invoiced at cost.
- At the lump sum amount of \$ _____.

IT IS MUTUALLY AGREED THAT payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**.

IT IS FURTHER MUTUALLY AGREED:

- Compensation for Professional Engineering Services shall not exceed **\$86,350.00** without prior written authorization from the **CLIENT** (refer to **Exhibit A** attached).

The **CLIENT** and the **ENGINEER** each binds himself, his partners, successors, executors, administrators, and assignees to each other party hereto in respect to all the covenants and agreements herein and, except as above, neither the **CLIENT** nor the **ENGINEER** shall assign, sublet, or transfer any part of his interest in this **AGREEMENT** without the written consent of the other party hereto. This **AGREEMENT**, and its construction, validity, and performance, shall be governed and construed in accordance with the laws of the State of Illinois. This **AGREEMENT** is subject to the General Conditions attached hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 7 day of March, 2023.

CLIENT:

CITY OF EDWARDSVILLE

ENGINEER:

CRAWFORD, MURPHY & TILLY, INC.

STANDARD GENERAL CONDITIONS
Crawford, Murphy & Tilly, Inc.

1. Standard of Care

In performing its professional services hereunder, the **ENGINEER** will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the **ENGINEER'S** undertaking herein or its performance of services hereunder.

2. Reuse of Document

All documents including Drawings and Specifications prepared by **ENGINEER** pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by **CLIENT** or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **CLIENT'S** sole risk and without liability or legal exposure to **ENGINEER**; and **CLIENT** shall indemnify and hold harmless **ENGINEER** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

3. Termination

This Agreement may be terminated by either party upon seven days prior written notice. In the event of termination, the **ENGINEER** shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place the **ENGINEER'S** files in order and/or to protect its professional reputation.

4. Parties to the Agreement

The services to be performed by the **ENGINEER** under this Agreement are intended solely for the benefit of the **CLIENT**. Nothing contained herein shall confer any rights upon or create any duties on the part of the **ENGINEER** toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

5. Construction and Safety

The **ENGINEER** shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, nor for safety on the job site, nor shall the **ENGINEER** be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

6. Payment

Payment for services rendered shall be made monthly in accordance with invoices rendered by the **ENGINEER**. If payment is to be on a lump sum basis, monthly payments will be based on the portion of total services completed during the month. Invoices, or any part thereof, which are not paid within 30 days after the date of issue shall bear interest at the rate of 1-1/2% for each month or fraction thereof from the date 30 days after issue to time of payment. **CLIENT** will pay on demand all collection costs, legal expenses and attorneys' fees incurred or paid by **ENGINEER** in collecting payment, including interest, for services rendered.

7. Indemnification for Release of Pollutants

If, due to the nature of the service covered under this Agreement including the potential for damages arising out of the release of pollutants, **CLIENT** agrees that in the event of one or more suits or judgments against **ENGINEER** in favor of any person or persons, or any entity, for death or bodily injury or loss of or damage to property or for any other claimed injury or damages arising from services performed by **ENGINEER**, **CLIENT** will indemnify and hold harmless **ENGINEER** from and against liability to **CLIENT** or to any other persons or entities irrespective of Engineer's compensation and without limitation. It is understood that the total aggregate liability of **ENGINEER** arising from services performed by **ENGINEER** shall in no event exceed \$50,000 or the total compensation received under this agreement whichever is greater, no matter the number of or amount of such claims, suits, or judgments.

8. Risk Allocation – Check box if this provision does not apply.

The total liability, in the aggregate, of the **ENGINEER** and **ENGINEER'S** officers, directors, employees, agents and consultants, and any of them, to **CLIENT** and anyone claiming by, through or under **CLIENT**, for any and all injuries, claims, losses, expenses or damages arising out of the **ENGINEER'S** services, the project or this agreement, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of **ENGINEER** or **ENGINEER'S** officers, directors, employees, agents or consultants, or any of them, shall not exceed the total compensation received by **ENGINEER** under this agreement, or the total amount of \$50,000, whichever is greater.



CHANGE ORDER

No. 1
Project Chapman Street Improvements
Date of Issuance March 6, 2023 Effective Date March 6, 2023
Owner City of Edwardsville
Contractor Keller Construction, Inc.
Engineer City of Edwardsville

You are directed to make the following changes in the Contract Documents (Description Below)

Adjusted quantities as shown on attached Exhibit A

Reason for Change Order: Field changes necessary to account for unforeseen circumstances that arose during the construction of the water main along Chapman Street.

<u>CHANGE IN CONTRACT PRICE</u>	<u>CHANGE IN CONTRACT TIME</u>
Original Contract Price <u>\$2,317,485.77</u>	Original Contract Time <u>April 1, 2022</u> <i>Days or Dates</i>
Net changes from previous Change Orders <u></u>	Net changes from previous <u>N/A</u> <i>Days</i>
Contract price prior to this Change Order <u>\$2,317,485.77</u>	Contract Times prior to this Change Order Ready for final payment: <u>N/A</u> <i>Days or Dates</i>
Net Increase of this Change Order <u>\$7,034.00</u>	Net Increase of this Change Order <u>0 Working Days</u> <i>Day or Dates</i>
Contract Price with all approved Change Orders <u>\$2,324,519.77</u>	Contract Times with all approved Change Orders Ready for final payment: <u></u> <i>Days or Dates</i>

Recommended By:

E. D. Williams

Director of Public Works
Eric D. Williams, P.E.

Date: 3/3/2023

Accepted By:

RC

Contractor
(Authorized Signature)

Date: 3-3-23



CHANGE ORDER


No. 2
Project N. Buchanan Street Water Main Improvements
Date of Issuance March 7, 2023 **Effective Date** March 7, 2023
Owner City of Edwardsville
Contractor Kamadulski Excavating and Grading Company, Inc.
Engineer City of Edwardsville


You are directed to make the following changes in the Contract Documents (Description Below)

Addition of 33' x 27' = 99 SQYD of Class C Patch, T4, 8" at \$90.00 per SQ YD = \$8,910

Reason for Change Order: The discovery of a void at the easern side of the sanitary manhole in the intersection of N. Buchanan and Hillsboro.

<u>CHANGE IN CONTRACT PRICE</u>	<u>CHANGE IN CONTRACT TIME</u>
Original Contract Price <u>\$894,872.00</u>	Original Contract Time <u>Days or Dates</u>
Net changes from previous Change Orders <u>\$9,450.00</u>	Net changes from previous <u>N/A</u> <i>Days</i>
Contract price prior to this Change Order <u>\$904,322.00</u>	Contract Times prior to this Change Order Ready for final payment: <u>N/A</u> <i>Days or Dates</i>
Net Increase of this Change Order <u>\$8,910.00</u>	Net Increase of this Change Order <u>0 Working Days</u> <i>Day or Dates</i>
Contract Price with all approved Change Orders <u>\$913,232.00</u>	Contract Times with all approved Change Orders Ready for final payment: _____ <i>Days or Dates</i>

Recommended By:

 Director of Public Works
 Eric D. Williams, P.E.
 Date: 3/7/2023

Accepted By:

 Contractor
 (Authorized Signature)
 Date: 3-7-2023