

**VILLAGE OF DOWNERS GROVE**  
**REPORT FOR THE VILLAGE COUNCIL WORKSHOP**  
**MARCH 25, 2008 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Grant Amendment: Compressed Natural Gas (CNG) Fueling Station Upgrade	✓ Resolution Ordinance Motion Discussion Only	Robin A. Weaver Interim Director of Public Works

**SYNOPSIS**

A resolution has been prepared authorizing the execution of Amendment 4 to a grant agreement between the Village and the City of Chicago. Amendment 1 of the grant agreement was approved by the Village Council on February 19, 2008; language referencing Amendment 4 was left out of the approved resolution. Amendment 4 extends the time for completion of work through the end of 2008 and reallocates grant funds to Downers Grove for the installation of an additional compressor motor within the Village's existing CNG fueling station.

**STRATEGIC PLAN ALIGNMENT**

The Village's Mission Statement includes *Partnering With Others* which means working with *State, Regional and County Governments on Projects and Issues Related to Downers Grove*.

**FISCAL IMPACT**

There are no out-of-pocket expenses related to this amendment. The Village will contribute 10 percent for in-kind assistance that includes the use of Village property, oversight and operation.

**RECOMMENDATION**

Approval on the April 1, 2008, consent agenda.

**BACKGROUND**

The grant amendment for an additional compressor motor at the Village's CNG fueling station was approved by the Village Council on February 19, 2008. Subsequent to Council approval, it was recognized that the supporting resolution for this item was written specifically for Amendment 1 of the grant agreement, and there is more than one amendment involving the grant agreement. Amendment 1 addresses project costs and specifications, while Amendment 4 extends the time for completion of work under the grant to the end of 2008 and reallocates grant funds to Downers Grove. Therefore, both amendments are required to move this project forward. (Amendments 2 and 3 had to do with extended dates and are no longer applicable.)

**ATTACHMENTS**

Resolution  
Grant Amendment

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT FOUR TO AN AGREEMENT BETWEEN THIRD PARTY BENEFICIARIES, GAS TECHNOLOGY INSTITUTE AND THE CITY OF CHICAGO DEPARTMENT OF ENVIRONMENT FOR THE REGIONAL ALTERNATIVE FUEL INFRASTRUCTURE GRANT PROGRAM**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of Amendment Four (the “Amendment”), between the Village of Downers Grove (“Third Party Beneficiaries”), Gas Technology Institute (the “Contractor”) and the City of Chicago (the “City”), to extend the time for completion and to reallocate the remaining CMAQ funds for new projects in connection with the construction of a compressed natural gas, ethanol & propane fueling station with underground storage tanks for E85 (ethanol), as set forth in the form of the Amendment submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Amendment, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Amendment.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

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Mayor

Passed:

Attest: \_\_\_\_\_  
Village Clerk

## Amendment Four

This Amendment Four ("Amendment") is effective as of December 31, 2006, by and between the CITY OF CHICAGO, a municipal corporation and home rule unit of local government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois ("City"), at Chicago, Illinois, and GAS TECHNOLOGY INSTITUTE ("Contractor"), an Illinois not-for-profit corporation.

**Whereas**, the City and Contractor entered into an Agreement dated October 24, 2003 ("Agreement") pursuant to which Contractor would design and install ethanol and compressed natural gas fueling stations within the City and throughout the Chicago metropolitan area;

**Whereas**, Article 3 of the Agreement allows for a time extension beyond the original July 1, 2004 completion date, provided that all Work under the Agreement is completed by October 31, 2004;

**Whereas**, Amendment One to the Agreement extended the time for completion to October 31, 2004;

**Whereas**, Amendment Two to the Agreement extended the time for completion to December 31, 2005;

**Whereas**, Amendment Three to the Agreement extended the time for completion to December 31, 2006;

**Whereas**, due to circumstances beyond the parties control, Contractor cannot complete the Work by December 31, 2006;

**Whereas**, Northbrook, Park Ridge and Winnetka decided not to pursue the installation of the fueling stations and did not sign the Agreement;

**Whereas**, on November 1, 2006, the City passed an ordinance to extend the time for completion of the Agreement to December 31, 2008; to delete all references in the Agreement, including the Exhibits, to Northbrook, Park Ridge and Winnetka; to add the Forest Preserve District of DuPage County to the Agreement, including the Exhibits; to reallocate the remaining CMAQ funding to new projects for the City, the Village of Downers Grove, the Forest Preserve District of DuPage County, and the University of Illinois at Chicago; and to increase the funding;

**Whereas**, the City and Contractor desire to enter into this Amendment to do the foregoing; and

**Whereas**, Article 9 of the Agreement states that to be valid, changes to the Agreement must be in writing and signed by each party to the Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. The Agreement is extended to December 31, 2008.
2. All references in the Agreement, including the Exhibits, to Northbrook, Park Ridge and Winnetka are deleted.

3. The Forest Preserve District of DuPage County is added to the Agreement.

4. Article 4, Maximum Compensation and Payment is amended as follows:

"The source of funds for payments to Contractor under this Agreement is fund number 844-72-R300. Contractor's compensation under this Agreement will not exceed \$1,946,022 without an amendment to this Agreement."

5. Exhibit 4, Scope of Services and Schedules of Work and Project Terms and Conditions, of the Agreement is deleted in its entirety and replaced with the attached Exhibit 4, Scope of Services and Schedules of Work and Project Terms and Conditions, of the Agreement.

6. Add the following provision to the Agreement:

#### INDEMNIFICATION OF CONTRACTOR BY THIRD PARTY BENEFICIARIES

The Third Party Beneficiaries agree to and hereby indemnify, defend and hold Contractor and its Subcontractor and their partners, directors, Management Committee Members, officers, employees, agents and contractors (the "Indemnified Parties") harmless from and against any and all costs losses, expenses, fines, attorneys' fees, settlements, judgments, claims of any kind, including but not limited to liability for injury to persons or damage to property, that is incurred by the Indemnified Parties in relation to this Agreement and that arose out of the negligence or intentional wrongdoing of the Third Party Beneficiaries or their officers, employees, agents or contractors.

7. Exhibit 5, Compensation, is deleted in its entirety and replaced with the attached Exhibit 5, Compensation.

8. The attached Exhibit 12, Illinois Department of Transportation Grant Agreement ("Grant Agreement") and First, Second and Third Amendments for the Congestion Mitigation and Air Quality Funded Grant with the City of Chicago, is incorporated into the Agreement by this reference as if fully set forth in the Agreement. Notwithstanding anything in the Agreement to the contrary, Contractor is subject to and must conform with all of the terms and conditions of the Grant Agreement as required by the Grant Agreement. In the event of any conflict or inconsistency between the terms and conditions set forth in the Agreement and the terms and conditions set forth in the Grant Agreement, the terms and conditions in the Grant Agreement take precedence over the terms and conditions in the Agreement, except to the extent that the Agreement contains terms and conditions more favorable to the City, State of Illinois or federal government or onerous to Contractor. Contractor must not by action or omission cause the City to be in breach of the Grant Agreement.

The terms of the Agreement remain in full force and effect except as modified in this Amendment.

*[Signature Page and Exhibit follows]*

**SIGNED IN COUNTERPARTS at Chicago, Illinois:**

**CITY OF CHICAGO**

By: \_\_\_\_\_

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

**Sadhu Johnston  
Commissioner  
Department of Environment**

By: \_\_\_\_\_

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

**Howard Henneman  
Commissioner  
Department of Fleet Management**

**VILLAGE OF DOWNERS' GROVE**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**GAS TECHNOLOGY INSTITUTE**

By: *[Signature]*

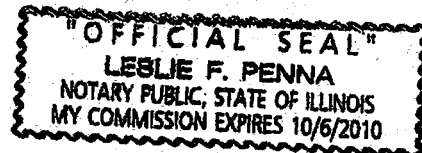
Its: Secretary + General Counsel

Attest: *[Signature]*

**GARDNER C. HODGE JR  
MANAGER  
CONTRACT SERVICES**

State of Illinois

County of Cook



This instrument was acknowledged before me on 1/24/07 (date) by Paul Chromek  
(name/s of person/s) as Officer (type of authority, e.g., officer, trustee,  
etc.) of Gas Technology Institute. (name of party on behalf of whom  
instrument was executed).

*[Signature]*  
(Signature of Notary Public)

## **EXHIBIT 4**

### ***Scope of Services and Schedules of Work And Project Terms and Conditions***

#### **INDEMNIFICATION OF GTI BY THIRD PARTY BENEFICIARIES**

*The Third Party Beneficiaries agree to and hereby indemnify, defend and hold GTI and its subcontractor and their partners, directors, Management Committee Members, officers, employees, agents and contractors (the "Indemnified Parties") harmless from and against any and all costs losses, expenses, fines, attorneys' fees, settlements, judgments, claims of any kind, including but not limited to liability for injury to persons or damage to property, that is incurred by the Indemnified Parties in relation to this Agreement and that arose out of the negligence or intentional wrongdoing of the Third Party Beneficiaries or their officers, employees, agents or contractors.*

# EXHIBIT 4

## Village of Downers Grove CNG Upgrade

### **Scope of Work**

The scope of work will include the following specific tasks:

### **Project Management**

GTI will provide monthly status reports and any required reporting to the City of Chicago per the CMAQ grant requirements.

### **Procurement, Testing and Delivery**

GTI will provide the following equipment, referred to in this Agreement as "Fueling Station Equipment". GTI will supervise the manufacturing and testing of the fueling station equipment to ensure trouble-free performance. GTI will use manufacturers and packagers with a proven record in the industry.

### **Fueling Station Equipment, Location and Installation**

#### Equipment

The attached table, Equipment Specifications, describes the fueling equipment being provided by GTI and its performance specifications, adding to the existing CNG station on site. GTI will provide natural gas fueling station equipment that will include one (1) compressor unit capable of delivering 5,000 pounds per square inch gauge (psig) natural gas that requires a suction pressure of 5 psig. The unit operates on one (1) 40 horsepower electric motor. The fueling capacity of the new compressor will be designed to provide 50 scfm at 20 psig inlet pressure and 4,500 psig outlet pressure. This equates to approximately 480 equivalent gallons over 20 hours of operation per day.

#### Location

The fuel station will be installed at the Village of Downers Grove, 5101 Walnut Avenue, Downers Grove, IL 60515.

#### Installation

GTI will provide material and labor for the installation of the additional CNG station equipment as detailed below:

1. All natural gas and electric piping, fittings and other components necessary for the installation of the additional CNG station equipment in the existing CNG enclosure.
2. Install supplied compressor, electric drive, controls and devices at the existing Downers Grove site and in the existing CNG compressor enclosure.



# EXHIBIT 4

## Equipment Specifications

<b>Component</b>	<b>Identifier</b>	
<b>Assembly</b>	<b>Suction Pressure</b>	<b>5 psig</b>
	<b>Discharge Pressure</b>	<b>4500 psig</b>
	<b>Number of Compressors</b>	<b>1</b>
	<b>Individual Capacity</b>	<b>32 scfm</b>
	<b>Total Station Capacity</b>	<b>32 scfm</b>
<b>Compressor</b>	<b>Number of stages</b>	<b>4</b>
	<b>Manufacturer</b>	<b>RIX</b>
	<b>Model</b>	<b>4X</b>
	<b>Type</b>	<b>Electric Motor</b>
	<b>Power Source</b>	<b>460 Volt, 3 Phase</b>
	<b>Cylinder Lubrication</b>	<b>Non-Lube</b>
	<b>Manufacturer</b>	<b>US Motor or equivalent</b>
	<b>Horsepower</b>	<b>25 HP</b>
	<b>Nominal Speed (motor)</b>	<b>1800 rpm</b>
<b>Skid (with enclosure)</b>	<b>Length</b>	<b>20', Existing</b>
	<b>Width</b>	<b>8'6"</b>
<b>Other</b>	<b>Manuals</b>	<b>2 Included</b>

### Exhibit 5 Payment Schedule

A		B	C	D	E	F	G	H
Station Description	Location	Funding	Agreement Executed 50%	Hardware to Station Packager * 20%	Equipment To Site 15%	Install Complete 10%	Training Complete 5%	Payments 100%

City Totals

Chicago	65th & South State 38th & Iron	CNG CNG	\$ 303,156 \$ 366,513	\$ 151,578 \$ 183,257	\$ 60,631 \$ 73,303	\$ 45,473 \$ 54,977	\$ 30,316 \$ 36,651	\$ 15,158 \$ 18,326	
	Ferdinand & Tripp	E-85 above-grd	\$ 39,717	\$ 19,859	\$ 7,943	\$ 5,958	\$ 3,972	\$ 1,986	\$ 39,717
	Sunnyside & Lennon	E-85 above-grd	\$ 39,717	\$ 19,859	\$ 7,943	\$ 5,958	\$ 3,972	\$ 1,986	\$ 39,717
	103rd & Stony Island	E-85 above-grd	\$ 39,717	\$ 19,859	\$ 7,943	\$ 5,958	\$ 3,972	\$ 1,986	\$ 39,717
									788,820

UIC	UIC, 1300 S. Morgan	CNG Upgrade	\$ 169,505	\$ 84,753	\$ 33,901	\$ 25,426	\$ 16,951	\$ 8,475	
	1300 S. Morgan	CNG Dispenser	\$ 46,291	\$ 23,146	\$ 9,258	\$ 6,944	\$ 4,629	\$ 2,315	\$ 46,291
									215,796

Aurora	720 N. Broadway	E-85 above-grd	\$ 39,717	\$ 19,859	\$ 7,943	\$ 5,958	\$ 3,972	\$ 1,986	
									39,717

Downers Grove	700 Curtis Street	E-85 In-grd	\$ 108,191	\$ 54,096	\$ 21,638	\$ 16,229	\$ 10,819	\$ 5,410	
		CNG Upgrade	\$ 170,773	\$ 85,387	\$ 34,155	\$ 25,616	\$ 17,077	\$ 8,539	\$ 278,964

DuPage Forest Preserve	29W218 Mack Road	CNG / LPG	\$ 613,299	\$ 306,650	\$ 122,660	\$ 91,995	\$ 61,330	\$ 30,665	
									613,299

Performance Bond			\$ 9,426						
			\$ 1,946,022						\$ 1,946,022
									9,426
									\$ 1,946,022

\* Major components (compressor, storage tanks and dispenser) to station packager

## **EXHIBIT 12**

***Illinois Department of Transportation First, Second and Third Amendments for the Congestion Mitigation and Air Quality Funded Grant with the City of Chicago***