

**AGENDA**  
**CITY OF ST. CHARLES**  
**GOVERNMENT SERVICES COMMITTEE MEETING**  
**ALDR. RYAN BONGARD, CHAIR**  
**MONDAY, DECEMBER 2, 2024 – 7:00 P.M.**  
**CITY COUNCIL CHAMBERS**  
**2 E. MAIN STREET**

- 1. Call to Order**
- 2. Roll Call**
- 3. Administrative**
- 4. Omnibus Vote**

Items with an asterisk (\*) are considered to be routine matters and will be enacted by one motion. There will be no separate discussion on these items unless a council member/citizen so requests, in which event the item will be removed from the consent agenda and considered in normal sequence on the agenda.

**5. Public Works Department**

- A. Presentation of Illinois Street Midblock Crossing.
- B. Recommendation to Approve a Resolution Authorizing a Joint Funding Agreement for Prairie Street Resurfacing.
- C. Recommendation to Approve a Resolution Awarding the Bid for West Side Water Reclamation Facility Exhaust Fan Replacement.
- D. Recommendation to Waive the Formal Bid Procedure and Approve a Resolution Awarding the Purchase of the East Side Lift Station Fine Screen Parts.
- \*E. Recommendation to Approve a Resolution for Emergency Standby Generator Replacement at the Environmental Services Laboratory Building.
- \*F. Recommendation to Approve a Resolution Authorizing a Consultant Contract for a Sidewalk Gap Fill Program.
- \*G. Recommendation to Approve a Resolution Authorizing the Repair of Engine 108 and Approve Budget Adjustment.

**6. Public Comment**

**7. Additional Items from Mayor and City Council Members**


**8. Executive Session**


- Personnel – 5 ILCS 120/2(c)(1)
- Pending, Probable or Imminent Litigation – 5 ILCS 120/2(c)(11)
- Property Acquisition – 5 ILCS 120/2(c)(5)
- Collective Bargaining – 5 ILCS 120/2(c)(2)
- Review of Executive Session Minutes – 5 ILCS 120/2(c)(21)

**9. Adjourn**

**ADA Compliance**

Any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the ADA Coordinator, Jennifer McMahon, at least 48 hours in advance of the scheduled meeting. The ADA Coordinator can be reached in person at 2 East Main Street, St. Charles, IL, via telephone at (630) 377 4446 or 800 526 0844 (TDD), or via e-mail at [jmcmahon@stcharlesil.gov](mailto:jmcmahon@stcharlesil.gov). Every effort will be made to allow for meeting participation. Notices of this meeting were posted consistent with the requirements of 5 ILCS 120/1 et seq. (Open Meetings Act).

 CITY OF ST. CHARLES ILLINOIS • 1834	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 5.A
	Title:	Presentation of Illinois St. Midblock Crossing	
	Presenter:	Chris Gottlieb	
<b>Meeting:</b> Government Services Committee		<b>Date:</b> December 2, 2024	
<b>Proposed Cost:</b> \$		<b>Budgeted Amount:</b>	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> TIF 7 - Central Downtown (VOTING RESTRICTION)			
<b>Executive Summary</b> (if not budgeted, please explain):  Staff will provide a brief informational presentation regarding the proposed design for the Illinois St. Midblock Crossing.			
<b>Attachments</b> (please list):  None			
<b>Recommendation/Suggested Action</b> (briefly explain):  None			

 CITY OF ST. CHARLES ILLINOIS • 1834	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		<b>Agenda Item number: 5.B</b>
	Title:	Recommendation to Approve a Resolution Authorizing a Joint Funding Agreement for Prairie Street Resurfacing	
	Presenter:	Chris Gottlieb	
<b>Meeting:</b> City Council <b>Date:</b> December 2, 2024			
<b>Proposed Cost:</b> \$ 219,864		<b>Budgeted Amount:</b> \$0.00	<b>Not Budgeted:</b> <input checked="" type="checkbox"/>
<b>TIF District:</b> None			
<b>Executive Summary</b> (if not budgeted, please explain):  <p>The City has received a grant through the Surface Transportation Program (STP) for the resurfacing of Prairie Street. Resurfacing will extend from Randall Rd. to 13<sup>th</sup> St., matching the limits of the ongoing watermain replacement project. The resurfacing project is scheduled to be bid in March, with construction taking place during the 25/26 fiscal year.</p> <p>The project is currently estimated to cost \$719,864. The STP program will cover 75% of the costs up to a maximum of \$500k. The remaining \$219,864 will be covered by the City as a capital project. As administrator of this grant, IDOT requires the City to complete a joint funding agreement including a Resolution committing to funding its portion of the project. Funds for this work will be included in the FY 25/26 budget and the final contract will be presented to Council for approval prior to award.</p>			
<b>Attachments</b> (please list):  *Joint Funding Agreement and Resolution			
<b>Recommendation/Suggested Action</b> (briefly explain):  Recommendation to approve a Resolution authorizing the joint funding agreement and Resolution for the Prairie Street Resurfacing Project.			



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
City of St. Charles	Kane	23-00118-00-RS

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
Surface Trans Pgm Urban (STU)	N/A	CMAQ	09-20-0072

Construction

State Job Number	Project Number
C-91-149-24	C2FM(338)

☐ Local Let/Day Labor ☒ Construction on State Letting ☐ Construction Engineering ☐ Utilities ☐ Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
Prairie Street	9-1648	0.52	0.00	0.52

Location Termini
Randall Rd. to S. 13th St.

Current Jurisdiction	Existing Structure Number(s)
City of St. Charles	N/A

Remove

PROJECT DESCRIPTION

Roadway resurfacing of Prairie Street from Randall Road to 13th St, curb and gutter repairs, ADA improvements
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Local Public Agency	Section Number	State Job Number	Project Number
City of St. Charles	23-00118-00-RS	C9114924	C2FM(338)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "**STATE**". The **STATE** and **LPA** jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "**FHWA**".

## I. GENERAL

- 1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The **STATE** may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the **LPA** by the **STATE** or the federal funding source, (ii) the Governor or **STATE** reserves funds, or (iii) the Governor or **STATE** determines that funds will not or may not be available for payment. The **STATE** shall provide notice, in writing, to **LPA** of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.
- 1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.
- 1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
- 1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the **STATE**, the **STATE** must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the **STATE** determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the **STATE** may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the **STATE** without advance notice:

- a. Pursuant to a funding failure as provided under Article 1.1.
- b. If **LPA** fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

## II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the **LPA's** obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

- 2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The **LPA** certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.
- 2.2 Compliance with Registration Requirements. **LPA** certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is **LPA's** responsibility to remain current with these registrations and requirements.
- 2.3 Bribery. The **LPA** certifies to the best of its knowledge that its officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 2.4 Bid Rigging. **LPA** certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 2.5 Debt to State. **LPA** certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the **LPA**, or its affiliate(s), is/are delinquent in the payment of any debt to the **STATE**, unless the **LPA**, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and **STATE** acknowledges the **LPA** may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.6 Debarment. The **LPA** certifies to the best of its knowledge and belief that its officials:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

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commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

- 2.7 Construction of Fixed Works. The **LPA** certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the **LPA** shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- 2.8 Criminal Convictions. The **LPA** certifies that neither it nor any managerial agent of **LPA** has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.9 Improper Influence. The **LPA** certifies that no funds have been paid or will be paid by or on behalf of the **LPA** to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the **LPA** certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 2.10 Telecom Prohibition. The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.
- 2.11 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The **LPA** certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the **LPA** may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:
- the employee, officer, board member, or agent;
  - any member of his or her immediate family;
  - his or her partner; or
  - an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that **LPA's** employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The **STATE** may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the **LPA** relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the **LPA** from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- 2.12 Organizational Conflict of Interest - The **LPA** certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or **LPA** or impair the objectivity in performing the contract work.
- 2.13 Accounting System. The **LPA** certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

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pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the **LPA** shall use reasonable efforts to ensure that funding streams are delineated within **LPA's** accounting system. See 2 CFR 200.302.

### III. AUDIT AND RECORD RETENTION

- 3.1 **Single Audits:** The **LPA** shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, **LPA** expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), **LPA** must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the **STATE** (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Schedule 2) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- 3.2 **STATE Audits:** The **STATE** may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auditing Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The **LPA** agrees to implement any audit findings contained in the **STATE's** authorized inspection or review, final audit, the **STATE's** independent audit, or as a result of any duly authorized inspection or review.
- 3.3 **Record Retention.** The **LPA** shall maintain for three (3) years from the date of final project closeout by the **STATE**, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 3.4 **Accessibility of Records.** The **LPA** shall permit, and shall require its contractors and auditors to permit, the **STATE**, and any authorized agent of the **STATE**, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the **LPA** with regard to the Project. The **LPA** in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized **STATE** representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the **STATE's** Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the **STATE** (including auditors), by the state of Illinois or by federal statute. The **LPA** shall cooperate fully in any such audit or inquiry.
- 3.5 **Failure to maintain the books and records.** Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the terms of this contract.

### IV. LPA FISCAL RESPONSIBILITIES

- 4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work
- 4.2 **LPA Appropriation Requirement.** By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.
- 4.3 **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
- 4.4 **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- 4.5 **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice



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may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

- 4.6 **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- 4.7 **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

## V. THE LPA AGREES

- 5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
- 5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.
- 5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.
- 5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA**.
- 5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 5.7 To regulate parking and traffic in accordance with the approved project report.
- 5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 5.10 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
- 5.12 That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.

## VI. THE STATE AGREES

- 6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
- 6.2 To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 6.3 To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Schedule 2.

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- 6.4 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:
- To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
  - To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

#### SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Division of Cost
<input checked="" type="checkbox"/>	2.	Location Map
<input checked="" type="checkbox"/>	3.	Risk Assessment
<input checked="" type="checkbox"/>	4.	Attestations
<input checked="" type="checkbox"/>	5.	Resolution*
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

\*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

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### AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

### APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Lora Vitek

Title of Official

Mayor

Signature

Date

The above signature certifies the agency's TIN number is

366006090 conducting business as a Governmental Entity.

DUNS Number 74579608

UEI CHM9CB91QFK7

### APPROVED

State of Illinois  
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Michael Prater, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

**NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.**

☒ Please check this box to open a fillable Resolution form within this form.

# SCHEDULE NUMBER 1

Local Public Agency	County	Section Number	State Job Number	Project Number
City of St. Charles	Kane	23-00118-00-RS	C-91-149-24	C2FM(338)

## DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
Participating Construction	STU	\$500,000.00	*				Local	\$214,614.00		\$714,614.00
Non-Participating Construction							Local	\$5,250.00		\$5,250.00
Total		\$500,000.00		Total			Total		\$219,864.00	\$719,864.00

If funding is not a percentage of the total place an asterisk (\*) in the space provided for the percentage and explain below:  
**MAXIMUM FEDERAL (STU) PARTICIPATION 75% NTE \$500,000**  
**Non-Participating Cost = \$5,250 for utility repair**

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

## METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation \_\_\_\_\_ )

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

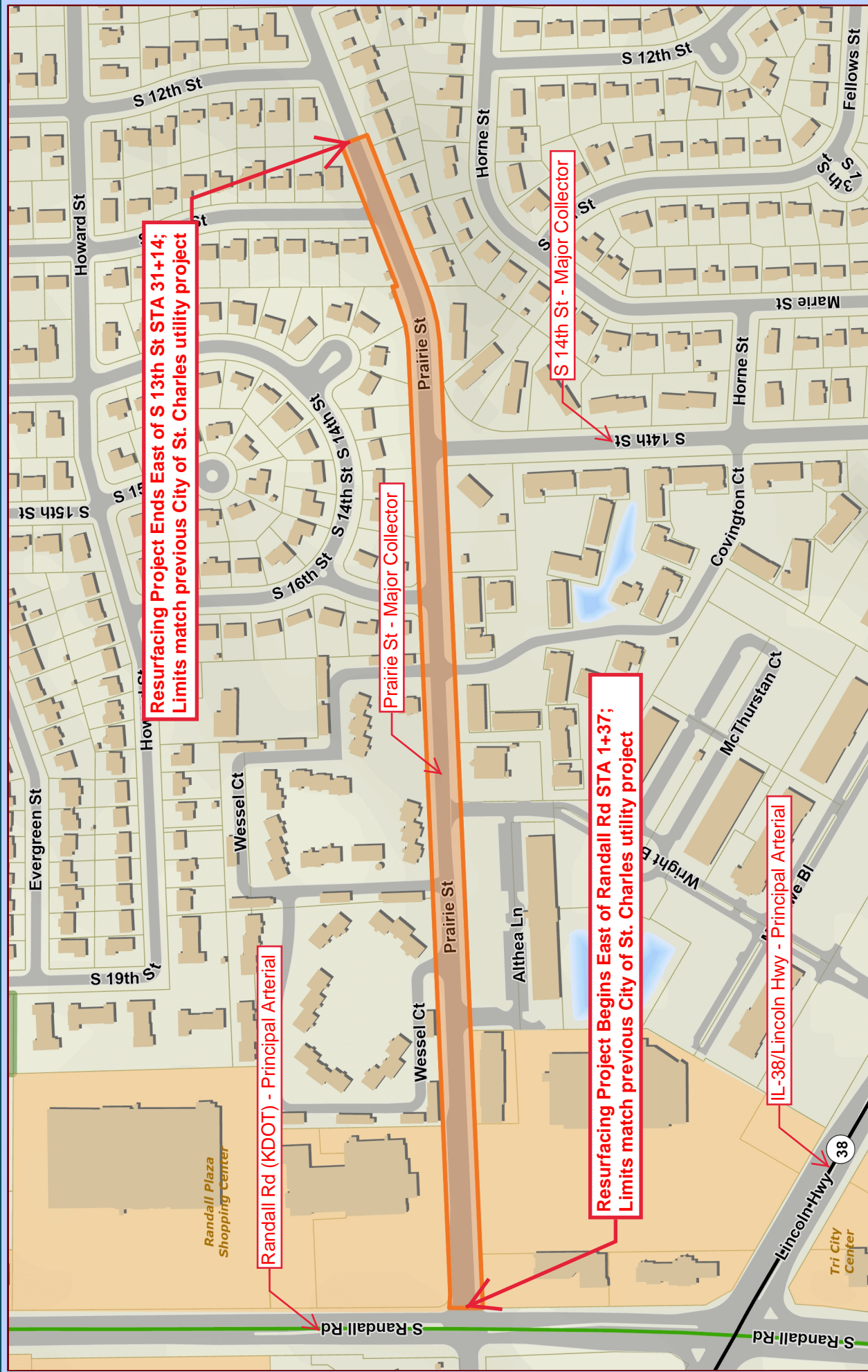
☒ METHOD C - LPA's Share \$219,864 divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.



Schedule Number 2 - Location Map  
City of St. Charles, Prairie Street CE1, 23-00118-00-RS

Two East Main Street St. Charles, IL 60174-1984  
Phone: 630-377-4400 Fax: 630-377-4440 - [www.stcharlesil.gov](http://www.stcharlesil.gov)



**Data Source:**  
City of St. Charles, Illinois  
Kane County, Illinois  
DuPage County, Illinois  
Projection: Transverse Mercator  
Coordinate System: Illinois State Plane East  
North American Datum 1983  
Printed on: December 28 2022 02:43 PM



167 333 Feet

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### SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
City of St. Charles	23-00118-00-RS	Kane		

LRS Federal Funds RISK ASSESSMENT										
Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points							
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	<b>0 points</b> - no significant changes in the last 4 or more years; <b>1 point</b> - minor changes, but majority of key staff and officials have not changed in the last 4 years; <b>2 points</b> - significant key staff or elected leadership changes within the last 3 years; <b>3 points</b> - significant key staff and elected leadership changes within the last 3 years	2							
	What is the LPA's history with federal-aid funded transportation projects?	<b>0 points</b> - One or more federal-aid funded transportation projects initiated per year; <b>1 point</b> - At least one project initiated within the past three years; <b>2 points</b> - AT least one project initiated within the past 5 years; <b>3 points</b> - None or more than 5 years	1							
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	<b>0 points</b> - Full-time employee with experience designated as being in "responsible charge"; <b>1 point</b> - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; <b>2 points</b> - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; <b>3 points</b> - LPA staff have no prior experience or technical expertise and relying solely on consultant	1							
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	<b>0 points</b> - No; <b>1 point</b> - Delays of 6 or more months; <b>2 points</b> - Delays of up to 1 year; <b>3 points</b> - 1 year or more years of delay	0							
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	<b>0 points</b> - yes; <b>3 points</b> - no	0							
	What is the LPA's accounting system?	<b>0 points</b> - Automated accounting software; <b>1 point</b> - Spreadsheets; <b>2 points</b> - paper only; <b>3 points</b> - none	0							
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	<b>0 points</b> - yes; <b>3 points</b> - no	0							
	When was the last time a financial statement audit was conducted?	<b>0 points</b> - in the past year; <b>1 point</b> - in the past two years; <b>2 points</b> - in the past three years; <b>3 points</b> - 4 years or more, or never	0							
Audits	What type of financial statement audit has the organization had conducted?	<b>0 points</b> - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; <b>1 point</b> - Financial review; <b>2 points</b> Other type? or no audit required; <b>3 points</b> - none	0							
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	<b>0 points</b> - no; <b>3 points</b> - yes, or no audits required	0							
	Have the findings been resolved?	<b>0 points</b> - yes or no findings; <b>1 point</b> - in progress; <b>3 points</b> - no	0							
	<div style="display: flex; justify-content: space-between;"> <div> <b>Summary of Risk</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>General History of Performance</td> <td style="text-align: center;">4</td> </tr> <tr> <td>Financial Controls</td> <td style="text-align: center;">0</td> </tr> <tr> <td>Audits</td> <td style="text-align: center;">0</td> </tr> <tr> <td><b>Total</b></td> <td style="text-align: center;">4</td> </tr> </table> </div> <div>                         District Review Signature &amp; Date  <div style="border: 1px solid black; height: 40px; width: 100%;"></div> </div> <div>                         Central Office Review Signature &amp; Date  <div style="border: 1px solid black; height: 40px; width: 100%;"></div> </div> </div>			General History of Performance	4	Financial Controls	0	Audits	0	<b>Total</b>
General History of Performance	4									
Financial Controls	0									
Audits	0									
<b>Total</b>	4									

Additional Requirements?    ☐ Yes    ☐ No

Local Public Agency	Section Number	State Job Number	Project Number
City of St. Charles	23-00118-00-RS	C9114924	C2FM(338)

**SCHEDULE NUMBER 4**  
**Attestation on Single Audit Compliance**

1. In the prior fiscal year, did City of St. Charles LPA expend more than \$750,000 in federal funds in aggregate from all federal sources?

☒ Yes   ☐ No

2. Does the City of St. Charles LPA anticipate expending more than \$750,000 in federal funds in aggregate from all federal sources in the current City of St. Charles LPA fiscal year?

☒ Yes   ☐ No

If answers to question 1 and 2 are no, please proceed to the signature section.

If answer to question 1 is yes, please answer question 3a.

If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if \$750,000 or more in federal funds are expended in a single fiscal year.

a. Has the City of St. Charles LPA performed a single audit for their previous fiscal year?

☒ Yes   ☐ No

i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (*see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80*)?

☒ Yes   ☐ No

b. For the current fiscal year, does the City of St. Charles LPA intend to comply with Subpart F of 2 CFR 200?

☒ Yes   ☐ No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
William Hannah	Director of Finance	City of St. Charles

Signature & Date

William D  
Hannah

 Digitally signed by William D Hannah  
Date: 2024.11.06 07:50:20 -06'00'

Local Public Agency	Section Number	State Job Number	Project Number
City of St. Charles	23-00118-00-RS	C9114924	C2FM(338)

### SCHEDULE NUMBER 5

### Resolution No. \_\_\_\_\_

A Resolution for:

Section Number 23-00118-00-RS  
 State Job Number C-91-149-24  
 Project Number C2FM(338)

WHEREAS, the City of St. Charles is proposing to  
**Resurface Prairie Street from Randall Road to 13th St including curb and gutter repairs and ADA improvements**

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the City of St. Charles

Section 1: The City of St. Charles hereby appropriates \$219,864.00  
 or as much as may be needed to match the required funding to complete the proposed improvement from  
capital funds and furthermore agree to pass a supplemental resolution if necessary to  
 appropriate additional funds for completion of the project.

Section 2: The Mayor is hereby authorized to execute an AGREEMENT with IDOT  
 for the above-mentioned project.

Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The City Clerk of St. Charles is directed to transmit 2 (two) copies of the AGREEMENT  
 and Resolution to IDOT District 1 Bureau of Local Roads and Streets.

I, Nancy Garrison City Clerk in and for said City  
Name of Clerk Local Public Agency Type Local Public Agency Type  
 of St. Charles in the State aforesaid, and keeper of the records and files thereof, as provided by  
Name of Local Public Agency

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by  
Council of St. Charles at a meeting held on \_\_\_\_\_  
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ ..  
Day Month, Year


(SEAL)


Clerk Signature & Date

**Approved**

Regional Engineer Signature & Date  
 Department of Transportation



	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 5.C								
	Title:	<b>Recommendation to Approve a Resolution Awarding the Bid for West Side Water Reclamation Facility Exhaust Fan Replacement</b>									
	Presenter:	<b>Tim Wilson, Public Works Manager – Environmental Services AJ Reineking, Public Works Manager – Public Services</b>									
<b>Meeting:</b> Government Services Committee <b>Date:</b> December 2, 2024											
<b>Proposed Cost:</b> \$ 245,000		<b>Budgeted Amount:</b> \$250,000	<b>Not Budgeted:</b> <input type="checkbox"/>								
<b>TIF District:</b> Choose an item.											
<p><b>Executive Summary</b> (if not budgeted, please explain):</p> <p>There are 12 exhaust fans at the west wastewater treatment plant that have failed and require replacement. The fans are located (four each) in the two clarifiers as well as the digester. The fans are used to regulate temperature and humidity in these structures which helps to control odors and facilitate the timeliness of the treatment processes at this facility.</p> <p>Given the environmental conditions in these buildings are constantly wet/moist with the presence of off-gasses. As a requirement of the newer electrical code the replacement fans were specified to have an explosion proof housing surrounding the motor. This will ensure the safety and longevity of the units.</p> <p>On October 30<sup>th</sup> the City received four bids to provide and install 12 replacement fans for these three buildings:</p> <table border="1"> <tr> <td>Bee Liner Lean Service</td> <td>\$ 245,000</td> </tr> <tr> <td>Helm Mechanical / Helm Service</td> <td>\$ 261,672</td> </tr> <tr> <td>MG Mechanical</td> <td>\$ 284,000</td> </tr> <tr> <td>RJ O’Neil</td> <td>\$ 274,220</td> </tr> </table> <p>Bee Liner Lean Services of Bridgeview, IL being the lowest responsive, responsible bidder. Bee Liner is well known in the industry. References for them, as well as their mechanical subcontractor were returned favorably. The new fans will come with a 10-year manufacturer’s warranty.</p>				Bee Liner Lean Service	\$ 245,000	Helm Mechanical / Helm Service	\$ 261,672	MG Mechanical	\$ 284,000	RJ O’Neil	\$ 274,220
Bee Liner Lean Service	\$ 245,000										
Helm Mechanical / Helm Service	\$ 261,672										
MG Mechanical	\$ 284,000										
RJ O’Neil	\$ 274,220										
<p><b>Attachments</b> (please list):</p> <p>*None</p>											
<p><b>Recommendation/Suggested Action</b> (briefly explain):</p> <p>Recommendation to approve a Resolution awarding the bid for West Side Water Reclamation Facility Exhaust Fan Replacement to Bee Liner Lean Services in the submitted bid amount.</p>											

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 5.D
	Title:	<b>Recommendation to Waive the Formal Bid Procedure and Approve a Resolution Awarding the Purchase of the East Side Lift Station Fine Screen Parts</b>	
	Presenter:	Tim Wilson	
<b>Meeting:</b> Government Services Committee <b>Date:</b> December 2, 2024			
<b>Proposed Cost:</b> \$ 115,737.08		<b>Budgeted Amount:</b> \$ 100,000	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> None			
<b>Executive Summary</b> (if not budgeted, please explain):  <p>The city had the East Side lift station fine screen evaluated for repairs. Fine screen equipment is the first part treatment process at East Side Lift station located near the main wastewater treatment plant. How the unit works raw sewage flows through a large rotating fine screen. The fine screen removes rags and larger items like stones or grit. The unit then dewateres and packs the debris into a dumpster for disposal.</p> <p>The centrifuge was originally constructed in 2010, beside normal bearing, belts, realignment and oil changes the equipment needed minor repairs. This will be the first time the equipment internal items will be fully over hauled. The equipment is a sole source item. The city is working with the original equipment manufacturer of JWC environmental for the repairs and reinstall. The full replacement of the unit is nearly \$600,000. Staff is recommending the repairs to this unit.</p> <p>The cost of these repairs, including the overage on the budget, will be covered by the approved equipment maintenance and wastewater fund.</p>			
<b>Attachments</b> (please list):  <p>*Proposal *Sole Source</p>			
<b>Recommendation/Suggested Action</b> (briefly explain):  <p>Recommendation to Waive the Formal Bid Procedure and approve a Resolution Awarding the Purchase of Repair Parts for the East Side Lift Station Fine Screen to JWC Environmental in the amount of \$115,737.08.</p>			



Customer Service Center  
2600 S. Garnsey Street  
Santa Ana, CA 92707 USA  
Phone: 949 833-3888  
Toll Free: 800 331-2277  
Fax: 714 242-0240

**Customer:** 5020884

St. Charles, City of  
Attn: Accounts Payable  
2 E Main St  
Saint Charles, IL 60174-1926  
US - UNITED STATES  
630-377-4426

**Quote Number:** 71638

**Quote Date:** 10/29/2024

**Terms:** Net 30 Days

**Pricing:** Valid 60 Days

**FOB:** Origin

**Lead Time:** 6-8 WEEKS ARO

**Grinder Serial #:** 106687-01

**Ticket #:** C-127646-D2B8

**Project:** ST CHARLES EASTSIDE WWTP

We thank you for your inquiry and are pleased to quote pricing and delivery on the equipment listed below. This quotation is subject to terms and conditions listed on the JWC Environmental "Terms and Conditions" page, and in Clarifications and Exclusions listed below.

Part Number	Description	Qty	Unit Price	Extended Price
MFC0140-MFS-174	ROLLER CHAIN STND LINK, 8in PITCH MFS 12 STRANDS @ 11 LINKS	132	\$118.80	\$15,681.60
MFC0141-MFS-174	ROLLER CHAIN CONNT LINK, 8in PITCH MFS	12	\$102.38	\$1,228.56
MFC0016-0188	FILL PLATE 3/16inSTK UHMW	72	\$40.80	\$2,937.60
MFC0014-PE	SEAL SIDE	144	\$87.49	\$12,598.56
21040	NYLOCK HEX NUT M8-1.25 18-8SST	290	\$0.94	\$272.60
21041	FHCS M8-1.25 X 40MM 18-8SST F/T	290	\$2.11	\$611.90
MFC0260-0001	ROTATING BRUSH SEGMENT	8	\$239.43	\$1,915.44
MFC0261-0001-BZ	ROTATORY BRUSH LOCKING COLLAR, BZ	2	\$430.03	\$860.06
MFC0136-01-106687-01	BRUSH SEAL, RUBBER FLAP	1	\$610.95	\$610.95



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MFC0136-106687-01	BRUSH BAR-SEAL	1	\$1,255.82	\$1,255.82
MFC0009	CURVED CHAIN GUIDE, 42.5DEG	8	\$481.40	\$3,851.20
MFC0010-PE	GUIDE, CHAIN STRAIGHT	2	\$179.07	\$358.14
MSC0011-12063-12.7 6-1.438	GEARBOX, HELICAL-W NORD 1.438B 140TC	1	\$2,315.48	\$2,315.48
MSC1047-2001	BEARING BALL, 4 BOLT FLANGE 1-11/16 SC	2	\$375.22	\$750.44
MSC0011-42125-495. 85-2.750	GEARBOX, HELICAL-W NORD 2.750B 140TC	1	\$4,700.11	\$4,700.11
MSC1047-3002	BEARING BALL, WIDE SLOT 2-15/16in SCM	1	\$1,155.84	\$1,155.84
MFC0021-PE	SEAL PLATE	2	\$634.59	\$1,269.18
MFC0002-SS	CHAIN GUIDE RADIUS, RIGHT 304SST	1	\$2,846.23	\$2,846.23
MFC0003-SS	CHAIN GUIDE RADIUS, LEFT 304SST	1	\$2,846.23	\$2,846.23
SD-0100	DISPOSABLE GLOVES, LARGE	1	\$45.61	\$45.61
SD-0101	ANTISEIZE LUBRICANT, 1LB CAN	1	\$141.10	\$141.10
20010-0001-082	1.5HP TEXP 460V 145TC 1.0SF 60HZ 3P	2	\$1,654.44	\$3,308.88
DISCOUNT	DISCOUNT 15%	1	(\$9,234.23)	(\$9,234.23)



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Santa Ana, CA 92707 USA  
Phone: 949 833-3888  
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RL	Repair Labor	1	\$15,000.00	\$15,000.00
SHIPPING & HANDLING	S&H CHARGES	1	\$2,500.00	\$2,500.00

*Please verify serial number is correct.*

<b>Sub Total</b>	<b>\$69,827.30</b>
<b>Tax</b>	
<b>Total</b>	<b>\$69,827.30</b>

**Notes:**

1. Two Service Techs are needed to complete the rebuild.
2. Quote is based on the job, not time.
3. Lifting devices to be supplied by the customer.
4. Access to the channel is necessary. Channel to be drained prior to service tech arrival.
5. One year warranty from time of rebuild on parts replaced and labor.
6. Any parts outside this quote will need to be purchased seperately.
7. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.

**Clarifications and Exceptions**

1. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.
2. All quotes on orders over \$250,000 include milestone payments of 30% on Approved Submittals; 70% on Shipment.

**Thank-You for your Business!**

**JWC Environmental Inc**  
**TOMMY GOINS**  
**Customer Service**



Customer Service Center  
2600 S. Garnsey Street  
Santa Ana, CA 92707 USA  
Phone: 949 833-3888  
Toll Free: 800 331-2277  
Fax: 714 242-0240

Please provide the following information. Failure to do so may delay processing of order. Quote #: 71638

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Bill To Name & Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ship To Name & Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

PO# \_\_\_\_\_

Payment terms: Net 30 FOB: Origin

Preferred Shipping Method (Required to Process Your Order):

☐ Prepay & Add to Invoice

☐ Collect Account #: \_\_\_\_\_

Carrier: \_\_\_\_\_

JWCE will add shipping and handling charges to invoices unless otherwise specified.

Credit cards:

☐ I authorize JWCE to process this order on my credit card and add shipping and handling charges.

Credit card orders are processed after order ships. You will be contacted by JWC Accounting for payment.

Please fax or email your PO and most recent tax certificate to:

Fax (714) 242-0240

Email [servicesales@jwce.com](mailto:servicesales@jwce.com)

Signature: \_\_\_\_\_

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



Customer Service Center  
2600 S. Garnsey Street  
Santa Ana, CA 92707 USA  
Phone: 949 833-3888  
Toll Free: 800 331-2277  
Fax: 714 242-0240

## **JWC ENVIRONMENTAL TERMS AND CONDITIONS OF SALE**

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

### **PAYMENT TERMS**

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 ½% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Sellers documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Sellers until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America

### **DELIVERY**

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Sellers determination

### **PRICES**

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

### **RETURNS**

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Sellers. Product must be returned to Seller at Buyers expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

### **LIMITED WARRANTY**

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

### **DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES**

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

### **CONFIDENTIAL INFORMATION**

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

### **CANCELLATION AND DEFAULT**

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

### **CHANGES IN PRODUCTS**

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

### **APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY**

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

### **ASSIGNMENT**

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject



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to all of the limitations on liability and other related terms and conditions set forth in this agreement.

**EXCLUSIVE TERMS AND CONDITIONS**

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HERewith CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.

F360JWCE0107





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**Customer:** 5020884

St. Charles, City of  
Attn: Accounts Payable  
2 E Main St  
Saint Charles, IL 60174-1926

US - UNITED STATES

**Quote Number:** C-127646-D2B8

**Quote Date:** 10/17/2024

**Terms:** Net 30

**Pricing:** Valid 60 Days

**FOB:** Origin

**Lead Time:** 6-8 Weeks ARO/ Shipping & Handling Included

**Grinder Serial #:** S028666-2-1 & 106687-6-1

**Ticket #:**

**Project:** St. Charles Eastside Rehab Lift Station

We thank you for your inquiry and are pleased to quote pricing and delivery on the equipment listed below. This quotation is subject to terms and conditions listed on the JWC Environmental "Terms and Conditions" page, and in Clarifications and Exclusions listed below.

Part Number	Description	Qty	Unit Price	Extended Price
30001-0018	30001-0018 Muffin Monster Renew 7T Cam Cutters (.438) 1:1 Stack Hardened Alloy STL Buna N Elastomers Cork & Rubber Gaskets Drive/Driven Scraper Side Rails Motor Type: Electric Less Motor Less Reducer Less Spool Grinder SN: TBD Paint: Epoxy Green ***** Used with SWM *****	1	\$18,873.00	\$18,873.00
SWA0747-900-250-SV -SS	ROTOR & GBOX ASY (SV)  Rotor/gearbox assembly with mechanical seal, drive endplate, endplate gasket and misc. hardware.  Paint: Coal Tar Epoxy (Spiral Rotor) Paint: Epoxy Green (Gearbox/Adapter Spool)	1	\$22,787.67	\$22,787.67
SWC0004-0900-285-S S	SCREEN TROUGH, 6MM PRF 900MM 304L	1	\$3,449.11	\$3,449.11
Shipping	Estimated Shipping & Handling	1	\$800.00	\$800.00

Please verify serial number is correct.

**Sub Total \$45,909.78**



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<b>Tax</b>	
<b>Total</b>	<b>\$45,909.78</b>

**Notes:**

1. Please fax or mail a Purchase Order for the total amount and we can process your order. Please include the following:  
Bill to Address, Ship to Address, and sales tax exemption certificate.
2. Reference the JWC quote number on your purchase order..
3. Availability of parts are subject to change at any time.
4. 20% restocking fee on all returns.
5. Sales tax is not included in price.
6. JWCE standard one year warranty included except for older models i.e. GTS, MS and SPF models.
7. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.

**Clarifications and Exceptions**

1. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.
2. All quotes on orders over \$250,000 include milestone payments of 30% on Approved Submittals; 70% on Shipment.

**Thank-You for your Business!**

**JWC Environmental Inc**  
**Jorge Gasca**  
**Customer Service**



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Please provide the following information. Failure to do so may delay processing of order. Quote #: C-127646-D2B8

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

Bill To Name & Address:

Ship To Name & Address:

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Email Address: \_\_\_\_\_

PO# \_\_\_\_\_

Payment terms: Net 30 FOB: Origin

Preferred Shipping Method (Required to Process Your Order):

☐ Prepay & Add to Invoice

☐ Collect Account #: \_\_\_\_\_

Carrier: \_\_\_\_\_

JWCE will add shipping and handling charges to invoices unless otherwise specified.

Credit cards:

☐ I authorize JWCE to process this order on my credit card and add shipping and handling charges.

Credit card orders are processed after order ships. You will be contacted by JWC Accounting for payment.

Please fax or email your PO and most recent tax certificate to:

Fax (714) 242-0240

Email [servicesales@jwce.com](mailto:servicesales@jwce.com)

Signature: \_\_\_\_\_

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



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## **JWC ENVIRONMENTAL TERMS AND CONDITIONS OF SALE**

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

### **PAYMENT TERMS**

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 ½% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Sellers documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Sellers until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America

### **DELIVERY**

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Sellers determination

### **PRICES**

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

### **RETURNS**

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Sellers. Product must be returned to Seller at Buyers expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

### **LIMITED WARRANTY**

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### **APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY**

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### **ASSIGNMENT**

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject



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to all of the limitations on liability and other related terms and conditions set forth in this agreement.

**EXCLUSIVE TERMS AND CONDITIONS**

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

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F360JWCE0107



# Bid Waiver    One Time    Today through \_\_\_\_\_

Description: \_\_\_\_\_

Requested Vendor: \_\_\_\_\_

Requested By: \_\_\_\_\_ Date: \_\_\_\_\_

Approval: \_\_\_\_\_

Department Head

Signature

Bid Waivers are required when there are unique circumstances related to a proposed procurement that has not been competitively solicited.

1. This procurement is valued at \$\_\_\_\_\_ for this one-time order, and/or \$\_\_\_\_\_ for a 12-month period.

2. This good/service has been competitively solicited within the past 24 months.    YES    NO  
If Yes, Was the solicitation published on the city website?    YES    NO

### 3. Justification for Bid Waiver:

**Emergency** i.e. declared by the Mayor and applicable to EOC/FEMA procedures.

**Urgent** i.e. required to resolve an unanticipated problem that, if not resolved within 48 hours, may cause undue risk to individuals and/or extensive damage to property.

Need for these goods/services were **not anticipated and procurement through normal channels would take too long.**

A responsible **contractor was on site** performing a related repair, and based on professional judgement; it was prudent to request this service/repair from said contractor.

These goods are replacement parts for a **warrantied item, and the warranty is still in place**, and purchase of a non-brand item will jeopardize warranty.

These goods/services are **inherently related to, and an ongoing part of**, other goods/services previously provided by the Provider.


These goods utilize a **proprietary, patent, trademark, or customized programming** resulting in lack of competition.

These goods are **standardized** for operational safety and efficiency.

These goods are only available through the provider's **local distribution** channels.

These goods/services were purchased through a **Cooperative Purchasing Agreement.** \_\_\_\_\_

Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: *5.E
	Title:	<b>Recommendation to Approve a Resolution Awarding the Bid for Emergency Standby Generator Replacement at the Environmental Services Laboratory Building</b>	
	Presenter:	<b>Tim Wilson</b>	
<b>Meeting:</b> Government Services Committee		<b>Date:</b> December 2, 2024	
<b>Proposed Cost:</b> \$ 39,922.82		<b>Budgeted Amount:</b> \$ 30,000	<b>Not Budgeted:</b> <input type="checkbox"/>

The Environmental Services Department identified the need to replace the Emergency Standby Generator (ESG) at the Environmental Services Building that houses the Laboratory. The FY24/25 budget covers \$30,000 to replace the ESG and Auto Transfer Switch (ATO). The existing ESG and ATO are at the end of their useful life and the ESG is no longer functional. The Environmental Services Laboratory consists of critical infrastructure to ensure the City's compliancy with EPA testing regulations of the potable water and wastewater systems.

On October 21, 2024, a bid notice for the RFB was published to the online bidding service Demand Star. A mandatory pre-bid meeting was held on October 20, 2024. The city specified Kohler as the manufacturer to ensure continued standardization of the City's ESG Equipment. The bid scope includes equipment selection that meets the building power needs, equipment procurement, infrastructure modification (gas, foundation), installation and commissioning of the ESG and ATO.

On November 8, 2024, the City received one (1) bid submission. Vons Electric was the sole attendee of the pre-bid meeting and only eligible bidder. The city has worked with Vons Electric in the past on other ESG replacement projects and has had positive experiences with the quality and timeliness of their work.


The proposed bid for the equipment is higher than the proposed budget. The additional cost will be covered by other project savings in the wastewater fund. Staff recommends awarding the contract to replace the emergency standby generator to Vons Electric.

**Attachments** (please list):


None

**Recommendation/Suggested Action** (briefly explain):

Recommendation to Approve a Resolution Awarding the bid to Von Electric to replace the emergency standby generator at the Environmental Services Laboratory Building.

	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		<b>Agenda Item number: *5.F</b>
	Title:	Recommendation to Approve a Resolution Authorizing a Consultant Contract for a Sidewalk Gap Fill Program	
	Presenter:	Chris Gottlieb	
<b>Meeting:</b> Government Services Committee <b>Date:</b> December 2, 2024			
<b>Proposed Cost:</b> \$ 40,220		<b>Budgeted Amount:</b> \$40,220	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> None			
<b>Executive Summary</b> (if not budgeted, please explain):  <p>The Bike and Pedestrian Plan identified a significant number of locations requiring additional sidewalk as part of long-term improvements. The City's goal is to eliminate sidewalk gaps, providing a better walking experience throughout the City while maintaining the character of its neighborhoods.</p> <p>To effectively meet this goal, we issued an RFP seeking assistance in creating a plan that will identify all the sidewalk gaps in town and create metrics for prioritizing which locations to fill. Priority rankings will be based on safety considerations, proximity to priority locations, volume of traffic, constructability, and connectivity. The plan will make recommendations as to how to incorporate resident engagement on streets where no sidewalk exists. The plan will also include removal of unnecessary sidewalk sections.</p> <p>Requests for proposals were publicly posted on DemandStar and four firms submitted. Based upon their previous experience and project understanding, the most qualified consultant is Gewalt Hamilton Associates (GHA). GHA has completed multiple projects for the City and was recently awarded the 2025 CMOM contract.</p>			
<b>Attachments</b> (please list):  <p>None</p>			
<b>Recommendation/Suggested Action</b> (briefly explain):  <p>Recommendation to approve a Resolution authorizing a Design Engineering Contract with Gewalt Hamilton Associates for the Sidewalk Gap Fill Program in an amount not to exceed \$40,220.</p>			



	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: *5.G
	Title:	<b>Recommendation to Approve a Resolution Authorizing the Repair of Engine 108 and Approve Budget Adjustment</b>	
	Presenter:	AJ Reineking, Public Works Manager – Public Services Jeremy Mauthe, Fire Chief	
<b>Meeting:</b> Government Services Committee <b>Date:</b> December 2, 2024			
<b>Proposed Cost:</b> \$ 56,073.20		<b>Budgeted Amount:</b> \$---	<b>Not Budgeted:</b> <input checked="" type="checkbox"/>
<b>TIF District:</b> Choose an item.			
<b>Executive Summary</b> (if not budgeted, please explain):  <p>Engine 108, a 2006 Seagrave Pumper, is currently out of service, undergoing repair. The Engine was sent to Emergency Vehicle Service, Inc. on Sidwell Ct. in St. Charles to have the water pump rebuilt and the water tank cradle replaced. While in for repairs, a significant amount of rust jacking was noted around the leaf springs, spring hangers and frame rails, which required immediate repair. A rear end alignment was performed to complete those repairs and correct drivability issues.</p> <p>The total for all work quoted is \$56,073.20. The City's fleet staff has reviewed the quote and inspected the vehicle and found all work to be necessary.</p> <p>The engine is scheduled for replacement in FY27/28. Due to manufacturer lead-time, this timeline cannot be moved forward.</p> <p>As this was an unplanned expense, staff is requesting a budget addition to cover the cost of the repairs.</p>			
<b>Attachments</b> (please list): *Emergency Vehicle Service Quote Sheets *Budget Adjustment Form			
<b>Recommendation/Suggested Action</b> (briefly explain):  <p>Recommendation to approve a Resolution authorizing the repairs to Engine 108 by Emergency Vehicle Service, Inc. and authorize a budget addition to cover expenses incurred.</p>			

Emergency Vehicle Service Inc.

602 Sidwell Court  
Unit S  
St. Charles, IL 60174  
630-539-2835

Estimate

Date	Estimate #
7/23/2024	867

Estimate for
City of St. Charles - Fire Department 2 E. Main St. St. Charles, IL 60174

P.O. No.	Unit Number	Rep	Labor Rate
	Seagrave	100	135.00

Description	Unit	Total
Remove and disassemble pump. Rebuild with parts as needed. Install and check. Pump Test.		10,800.00
PARTS Pump Overhaul Kit not including shaft		6,442.20
Additional Parts and labor maybe needed once we disassemble and determine the condition of the pump and transfer case. Department will be notified if more work is needed at that time.		
All prices are subject to change. All work completed by ASE-EVT Certified Techs.		<b>Total</b> \$17,242.20

Emergency Vehicle Service Inc.

602 Sidwell Court  
Unit S  
St. Charles, IL 60174  
630-539-2835

# Estimate

Date	Estimate #
11/7/2024	881

Estimate for
City of St. Charles - Fire Department 2 E. Main St. St. Charles, IL 60174

P.O. No.	Unit Number	Rep	Labor Rate
	1751	100	135.00

Description	Unit	Total
Full Chassis Alignment		2,700.00
Upon further inspection, we found the rear frame had excessive amount of rust jacking around the spring hangers. Removed tires and inspected further. Found the springs not assembled corrected and had broken spring pins. Removed springs, removed axle housing, removed the hangers and spring bumpers. Descale and remove rust on frame. Seal frame, coat frame. Reassemble with new hangers, pins, bolts, springs, clamps, bumpers and hardware. Then align chassis.		11,475.00
Estimated parts cost. Parts will be itemized and price is subject to change on invoice.		5,000.00
All prices are subject to change. All work completed by ASE-EVT Certified Techs.		<b>Total</b> \$19,175.00

Emergency Vehicle Service Inc.

602 Sidwell Court  
Unit S  
St. Charles, IL 60174  
630-539-2835

Estimate

Date	Estimate #
8/21/2024	871

Estimate for
City of St. Charles - Fire Department 2 E. Main St. St. Charles, IL 60174

P.O. No.	Unit Number	Rep	Labor Rate
		100	135.00

Description	Unit	Total
Disconnect all piping and fittings that are connected to the water tank. Removed the hose bed dividers and the hose bed floor. Connect our overhead crane to the water tank and lift it out of the vehicle. Inspect the tank for any damage. Connect our crane to the hose bed cradle and lift it out of the vehicle. Fabricate all of the steel needed to assemble a new water tank cradle. Placed all of the steel in a jig and weld up the cradle. Coat the cradle and install it in the vehicle. Install the tank and make all connections. Install and assemble the hose bed.		14,850.00
PARTS Steel for framing, Welding supplies, nuts, bolts, Undercoating		4,806.00
Total		\$19,656.00

## BUDGET REVISION REQUEST FORM

Department: Public Works / Fire

Date Requested: December 16, 2024

### Purpose of Request/Comments (Free form type)

Engine 108, a 2006 Seagrave Pumper, is currently out of service, undergoing repair. The Engine was sent to Emergency Vehicle Service, Inc. on Sidwell Ct. in St. Charles to have the water pump rebuilt and the water tank cradle replaced. While in for repairs, a significant amount of rust jacking was noted around the leaf springs, spring hangers and frame rails, which required immediate repair. A rear end alignment was performed to complete those repairs and correct drivability issues.

The total for all work quoted is \$56,073.20. The City's fleet staff has reviewed the quote and inspected the vehicle and found all work to be necessary.

### Equal Dollar Transfer

Amount \_\_\_\_\_

From  
Account #: \_\_\_\_\_

To  
Account #: \_\_\_\_\_

Activity #: \_\_\_\_\_

Activity #: \_\_\_\_\_

### Addition (or Decrease) to Department Budget

Account # 801512-54482 Amount \$56,073

Activity #: \_\_\_\_\_

Originator: AJ Reineking

\_\_\_\_\_ Date

Department Head: \_\_\_\_\_

\_\_\_\_\_ Date

Dir. Of Finance/Administration: \_\_\_\_\_

\_\_\_\_\_ Date

### For Finance Use Only

Revision entered and updated

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

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