

**AGENDA**  
**CITY OF ST. CHARLES**  
**GOVERNMENT SERVICES COMMITTEE MEETING**  
**ALDR. RYAN BONGARD, CHAIR**  
**MONDAY, FEBRUARY 26, 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. Recommendation to approve a Resolution Authorizing a Lease Agreement By and Between the City of St. Charles and Tri-Com Central Dispatch.
- \*B. Recommendation to approve a Resolution Authorizing a Contract Amendment with Transystems for Kautz Road Widening and Drainage Improvements Design.
- C. Presentation – Update on Lead Line Replacement.
- D. Recommendation to approve a Resolution Awarding the Bid for the Well #4 Modifications.
- E. Recommendation to approve a Resolution Authorizing a Service Agreement for Water Well Development.
- F. Recommendation to approve a Resolution Awarding a 3-Year Unit Cost Bid for Water Treatment Salt.
- G. Recommendation to approve a Resolution Awarding the Bid for 5-Year Leaf and Brush Collection Program.
- H. Recommendation to approve a Resolution to Authorize Issuing a Purchase Order to Contractor “X” for the Reconditioning of Transformer 3T1.
- I. Recommendation to approve a Resolution to Authorize Issuing a Purchase Order to Schweitzer Engineering Laboratories (SEL) Engineering Services for SCADA Integration.

## **6. Police Department**

- A. Recommendation to approve Street Parking and Lot Closures for the 2024 Fine Arts Show.

## **7. Public Comment**

## **8. Additional Items from Mayor and City Council Members**


## **9. 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)

## **10. 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).

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: *5.A
	Title:	<b>Recommendation to Approve a Resolution Authorizing a Lease Agreement By and Between the City of St. Charles and Tri-Com Central Dispatch</b>	
	Presenter:	Tim Wilson	
<b>Meeting:</b> Government Services Committee		<b>Date:</b> February 26, 2024	
<b>Proposed Cost:</b> \$NA		<b>Budgeted Amount:</b> \$NA	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> None			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p>The City currently owns and leases the property at 3823 Karl Madsen Drive to Tri-Com Central Dispatch. Tri-com is the local 911 dispatch center for approximately 200,000 residents including the City of St Charles. The lease is a continuation of an existing agreement. The renewed lease is for the 20-year term ending on July 1, 2043. The lease rent income is \$10.00 per year.</p> <p>The City attorney has reviewed and approved the proposed lease agreement. City staff is recommending a continuation of the lease to the Tri-Com Central Dispatch.</p>			
<b>Attachments</b> (please list):			
*Proposed Lease Agreement			
<b>Recommendation/Suggested Action</b> (briefly explain):			
Recommendation to approve a Resolution Authorizing a Lease Agreement By and Between the City of St. Charles and Tri-Com Central Dispatch.			

**AMENDED AND RESTATED  
LEASE BY AND BETWEEN  
CITY OF ST. CHARLES AND TRI-COM CENTRAL DISPATCH**

The City of St. Charles, a municipal corporation of the State of Illinois (“Landlord”), and Tri-Com Central Dispatch, a cooperative intergovernmental association between the Cities of St. Charles, Geneva, and Batavia (“Tenant”), enter into the following Amended and Restated Lease (“Amended and Restated Lease”).

**WITNESSETH:**

WHEREAS, at all times relevant hereto, Landlord has been, and remains, the owner of certain real property commonly known as 3823 Karl Madsen Drive, City of St. Charles, County of Kane, State of Illinois, which is legally described in Exhibit "A", attached hereto and made a part hereof, together with all easements, rights, privileges, and appurtenances relating thereto (the "Demised Land");

WHEREAS, Landlord and Tenant are parties to a Lease for the Demised Land on or about November 21, 2003, and amended the same by an Amendment to Lease on or about August 20, 2009 (collectively, the “Original Lease”);

WHEREAS, Tenant has improved and utilized the Demised Land for the operation of a Public Safety Answering Point, providing public safety communications to over thirteen (13) agencies and approximately 200,000 residents; Landlord and Tenant desire to terminate the Original Lease and enter into this “Amended and Restated Lease,” as more fully set forth herein, so Tri-Com can continue to serve public safety communications for generations to come;

NOW, THEREFORE, in consideration of the mutual terms and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Landlord and Tenant agree as follows:

1. **Demise of Land.** Landlord hereby demises and lets to Tenant, for the term hereinafter described, the Demised Land. The Demised Land and Improvements (as defined below) are hereinafter collectively referred to as the "Premises," as depicted on Exhibit “A-1,” attached hereto and made a part hereof. Landlord hereby grants Tenant a non-exclusive ingress and egress from Illinois State Route 38 to the Premises over and across that certain right-of-way commonly known as Karl Madsen Drive.

2. **Title and Condition.**

a. The Demised Land is hereby demised and let to Tenant in an "as-is where-is" condition, without any representations or warranties from Landlord except as otherwise contained herein. Tenant acknowledges that this Amended and Restated Lease is subordinate and subject to all liens, encumbrances, deed restrictions, and any law, regulation, rule, order or ordinance of any governmental entity applicable to the Premises or the use or occupancy thereof, in effect on the



execution of this Amended and Restated Lease or thereafter promulgated, including, but not limited to, existing encumbrances specifically, but without limitation, as described in Exhibit "B" ("Encumbrances"). Tenant has examined the title to the Demised Land and has found the same satisfactory.

b. The Landlord, a municipal corporation having jurisdiction over the Premises, hereby agrees to enact no zoning regulation, restriction, or other law directly concerning and adversely affecting the current use of the Premises as a public safety facility for a communication center pursuant to this Amended and Restated Lease, except to the extent that such ordinance, rule, or regulation are made of general application throughout the municipality.

3. **Use of Demised Land.** Tenant has been in possession of the Premises since on or about 2003 and caused the construction of a Public Safety Answering Point (emergency communication center) commonly known as "Tri-Com Central Dispatch". Tenant is hereby granted the continued right to occupy and use the Premises solely for the operation, maintenance, and enhancement of said Public Safety Answering Point as set forth herein.

4. **Term.** Subject to the terms, covenants and conditions herein, Tenant shall have and hold the Demised Land for an initial term ("Initial Term") of Twenty (20) years commencing July 1, 2023 ("Commencement Date") and expiring at Midnight on July 1, 2043, unless sooner terminated as hereinafter provided. At the end of the Initial Term, Tenant shall have the option to renew this Amended and Restated Lease for two (2) consecutive twenty-year terms (each a "Renewal Term") subject to the same terms and conditions set forth herein. The exercise of the option to renew the term of this Amended and Restated Lease shall be made in writing by the Tenant to the Landlord not less than one-hundred eighty (180) days prior to the expiration of the current Initial Term, or a Renewal Term, if applicable.

5. **Rent.** The Tenant covenants and agrees to pay to the Landlord as rent for the Demised Land for the Initial Term or Renewal Term, if applicable, of this Amended and Restated Lease \$10.00 per year ("Rent") payable in advance upon execution of this Amended and Restated Lease, receipt of which is acknowledged by such execution.

6. **Improvements.** The building, fixtures, earthworks, devised land Site Improvements and all other structures ("Improvements") built or to be built upon the Demised Land shall, for the term of this Amended and Restated Lease, be the property of the Tenant. In the event this Amended and Restated Lease is terminated as a result of the lapse of the Initial Term or Renewal Term, as the case may be, Tenant shall remove all Improvements at its cost prior to the expiration date. However, in the event this Amended and Restated Lease is terminated pursuant to a breach of the terms of this Amended and Restated Lease by tenant under the provisions of paragraph 19 below, Tenant shall remove all Improvements (building and fixtures) then located on the Demised Land within six (6) months from the effective date of termination of this Amended and Restated Lease, pursuant to such breach. For the purposes of this Amended and Restated Lease, the removal of Improvements by Tenant shall mean the demolition and removal of the building and fixtures, building foundation, and all Premises Site Improvements; in either case, Tenant shall restore the Demised Land to substantially the same condition as existed prior to the

construction of the building thereon. Tenant, however, shall not be required to remove any vehicular parking lot or access roadways constructed by Tenant.

7. **Net Lease.** This Amended and Restated Lease is a net lease, as the Rent and other sums payable hereunder by Tenant shall be paid without notice or demand, and, except as otherwise specifically set forth in this Amended and Restated Lease, without set-off, counterclaim, abatement, suspension, deduction, or defense.

8. **Liens.** Tenant shall not directly or indirectly create or permit to be created or to remain, and will discharge any lien, encumbrance, or charge on, or pledge of, the Premises or any part thereof.

9. **Taxes.** The use and ownership of the Demised Land are currently exempt from real property taxes and the parties reasonably anticipate such exemption shall remain for the term. However, in the event any real property taxes, personal property taxes, and/or assessments are levied or assessed against the Demised Land shall be paid by Tenant. Tenant, upon demand shall deliver to Landlord copies of proper and sufficient receipt and other evidence of the payment and discharge of same. Landlord shall cooperate with Tenant in vigorously opposing any taxation of the Demised Land and / or Improvements.

10. **Maintenance and Repair.** Tenant, at its expense, shall keep the Premises and any adjoining sidewalks, parking and vehicular access routes in good and clean order and condition, ordinary wear and tear excepted, and shall promptly make all necessary or appropriate repairs, replacements and renewals thereof, whether interior or exterior, structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen. Landlord shall not be required to maintain, alter, repair, rebuild or replace the Premises or parts thereof, in any way, and Tenant expressly waives the right to make repairs at the expense of Landlord which may be provided for in any law now in effect or hereafter enacted. Tenant shall have the right during the term of this Amended and Restated Lease, or any extension thereof, without Landlord's consent and from time to time thereafter, to sell or dispose of any Improvements, as defined above, whether or not subject to this Amended and Restated Lease, which may have become obsolete or unfit for use or which is no longer useful, or necessary for Tenant's use, provided that Tenant restores the Demised Land to substantially the same condition as existed prior to the execution of this Amended and Restated Lease. Tenant shall be responsible for all snow removal obligations upon access routes to the Premises and vehicular parking areas for the Premises.

11. **Construction, Alterations and Additions.**

a. Tenant shall have the right to construct the improvements and make other alterations to the Premises as more fully depicted on the concept plan and related improvements, attached hereto as "Exhibit C" ("Plan and Improvements"). Tenant shall cause completion as expeditiously as possible, in a good and workmanlike manner, and in substantial conformity with the Plans and Specifications. Said improvements shall be, when constructed, as "Improvements" as defined herein.

Plans and Specifications to be provided for review and attached as Exhibit "C" to this Amended and Restated Lease prior to approval and execution.

b. No alterations of any kind shall be made to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably delayed or denied. However, the following shall not require Landlord's written consent: (i) alterations of the interior design not affecting structural components or the value or usefulness of the building or (ii) interior alterations required by a regulatory or accreditation agency for health, safety, or security purposes.

c. No alterations shall be undertaken until Tenant shall have procured and paid for, so far as the same may be required from time to time, all generally required permits and authorizations of all municipal departments and governmental subdivisions having jurisdiction, and complied with all other legal requirements relating to the alterations.

d. Workmen's compensation insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against Landlord, Tenant or the Premises, and general liability insurance for the mutual benefit of the Landlord and Tenant with limits of not less than \$1,000,000.00 in the event of bodily injury or death to one person and not less than \$5,000,000.00 in the event of bodily injury or death to any number of persons in any one accident. and with limits of not less than \$1,000,000.00 damages or injury to property with not more than \$5,000.00 deductible, shall be maintained by Tenant at Tenant's sole cost and expense at all times when any substantial work is in progress in connection with any alterations. Prior to construction, Tenant shall provide Landlord with current insurance policies under standard form policies issued by insurers of recognized responsibility, which are well rated by national rating organizations. Such coverage shall be subject to Landlord's review and approval. Landlord shall be named as an additional insured, provided a certificate of insurance evidencing approved coverage, and shall not be cancelable without at least thirty (30) days prior written notice to Landlord.

12. **Condemnation.** If, at any time during the term of this Amended and Restated Lease, title to the whole or substantially all of the Premises shall be taken in condemnation proceedings by any right of eminent domain other than by the Landlord, or by purchase in lieu thereof, this Amended and Restated Lease shall terminate and expire on the date of such taking and the rent and other charges payable hereunder shall be apportioned and paid to the date of such taking. For purposes of this section, "substantially all of the Premises" shall be deemed to have been taken if the untaken portion cannot be practically and economically used for the building. The landlord agrees not to exercise its condemnation power over the Premises. Upon any condemnation award concerning the Premises, the award should be apportioned in proportion to each party's capital investment in the Premises.

13. **Insurance.**

a. So long as this Amended and Restated Lease remains in effect, Tenant, at its expense, shall maintain, or cause to be maintained with insurers approved by Landlord (which approval shall not be unreasonably withheld): (i) insurance with respect to the Improvements against loss or damage by fire, lightning and other risks from time to time included under extended

coverage endorsements, in amounts sufficient to prevent Landlord, or Tenant from becoming a coinsurer of any partial loss under the applicable policies, but in any event in amounts equal to 100% of the full replacement value of the Improvements (exclusive of the cost of foundations and excavations), less physical depreciation; (ii) comprehensive general liability, Workers' Compensation coverage, Umbrella liability and automobile liability insurance in the amounts and limits set forth at Exhibit "D" which attached hereto. The insurance policies shall be delivered to and held by the Tenant with copies to Landlord and, in the event that the Improvements or any substantial portion thereof, shall be destroyed or seriously damaged, the proceeds, when collected in cash by the Tenant, shall be held in trust and applied to the payment of any debt charges then due and payable, and to the performance by the Tenant of all the covenants, agreements, terms and provisions of the Amended and Restated Lease until the repair, restoration or reconstruction of the Improvements shall be completed as provided for in this Amended and Restated Lease. Further, the coverage limits of liability insurance shall be subject to review and alteration by the Landlord every two (2) years.

b. All insurance required to be maintained pursuant to this Amended and Restated Lease shall (i) except for comprehensive general liability insurance, name Landlord and Tenant as insureds, as their respective interests may appear; (ii) provide that no cancellation thereof shall be effective until at least thirty (30) days after receipt by Landlord and Tenant of written notice thereof. Any insurance required to be maintained by Tenant pursuant to this Amended and Restated Lease may be evidenced by blanket insurance policies covering the Premises and other property or assets of Tenant, provided that any such policies of the type referred to in this Amended and Restated Lease shall specify that portion of the total coverage of such policy that is allocated to the Premises and shall, in all other respects, comply with the requirements of this Amended and Restated Lease. All insurance proceeds, if any, paid to Tenant shall be held in trust by Tenant for application in the manner provided in this Amended and Restated Lease.

c. All insurance policies covering the Premises shall expressly waive any right on the part of the insurer to be subrogated to any rights of Landlord against Tenant and to any rights of Tenant against Landlord.

d. Tenant shall promptly deliver to Landlord certified copies of all insurance policies (or, in case of blanket policies, certificates thereof) with respect to the Premises, which Tenant is required to maintain pursuant to this Amended and Restated Lease.

14. Subletting, **Assignment, Mortgage, and Transfer**. Tenant shall not sublet, assign, mortgage or otherwise transfer this Amended and Restated Lease or any interest therein, under a separate agreement without the previous written consent of Landlord to any such sublet, assignment, mortgage or other transfer. Landlord shall not withhold consent if the assignment of this Amended and Restated Lease is to a successor government-owned Public Safety Answering Point (PSAP) service which serves, among others, Landlord. Any such sublet, assign, mortgage or otherwise transfer without first obtaining the written consent of the Landlord, except as expressly provided herein, shall not vest in the sublettee, assignee, mortgagee, or transferee any right, or interest, herein or hereunder or in the Premises, but shall render this Amended and Restated Lease null and void at the election of Landlord. Notwithstanding the foregoing, Tenant shall have the right to grant a revocable license to a portion of the Premises to a fire or burglar

alarm company or companies, which provide alarm detection services to residents or commercial entities located within Tri-Com's service area, provided any such license shall be expressly conditioned and made subordinate to, this Amended and Restated Lease and revocable, immediately upon termination of this Amended and Restated Lease. Further, all such licenses shall be approved by a three-quarters (3/4) vote of Tenant's board of directors.

15. **Impairment of Landlord's Title.**

a. Except as otherwise set forth in this Amended and Restated Lease, Tenant shall not have the right, power or permission to do any act or to make any agreement which may create, give rise to, or be the foundation for, any right, title, interest, lien, charge or other encumbrance upon the estate of Landlord in the Premises.

b. In reiteration and not in limitation of the foregoing, Tenant shall not permit any portion of the Premises to be used by any person or persons or by the public, as such, at any time or times during the term of this Amended and Restated Lease, in such manner as might reasonably tend to impair Landlord's title to or interest in the Premises or any portion thereof, or in such manner as might reasonably make possible a claim or claims of adverse use, adverse possession, prescription, dedication, or other similar claims of, in, to or with respect to the Premises or any part thereof. Landlord may from time to time, but without affecting in any manner its rights or remedies in respect thereof should it elect or fail or refuse to so do, impose upon Tenant such rules or regulations as to the use or possession by any such persons or by the public as may reasonable be consistent with Landlord's protection against any such possible claim, all of which rules or regulations shall be fully and promptly performed and enforced by Tenant at Tenant's own cost and expense.

16. **Quiet Enjoyment.** Landlord covenants that if and so long as Tenant keeps and performs each and every covenant, agreement, term, provision and condition herein contained on the part and on behalf of Tenant to be kept and performed, Tenant shall quietly enjoy the Premises without hindrance or molestation by Landlord subject to the covenants, agreements, terms, provisions and conditions of this Amended and Restated Lease.

17. **Termination.** Notwithstanding anything in this Amended and Restated Lease to the contrary, upon cessation or termination of Tenant and/or its operations or abandonment of the Premises by Tenant, this Amended and Restated Lease shall immediately terminate and Tenant shall be required, at its cost, to remove all Improvements, as provided for in Section 6 above, prior to termination.

18. **Utilities.** The Tenant shall be liable to pay for all utility consumption service fees and extensions, including, but not limited to, natural gas, water, electric, refuse disposal, sanitary sewer, cable television, telephone, fiber optic, and the like. The cost of installation and maintenance of utilities to the Premises shall be borne by the Tenant. Notwithstanding the foregoing, Landlord shall bear the costs of maintenance of water, sewer, and electric mains to the Premises as it would with any residential or commercial utility customer.

19. **Breach of Lease.** If either party determines that there is a breach of the terms of this Amended and Restated Lease then written notice shall be given to the other party. Such written notice shall recite the specifics of the alleged breach and provide the other party sixty (60) days to cure the breach. If a cure for the breach is not commercially reasonable or possible within sixty (60) days, an additional reasonable period of time shall be given to cure the breach.

20. **Surrender.** Upon the expiration or termination of this Amended and Restated Lease, Tenant shall quit and surrender the Premises to Landlord pursuant to Section 6 above.

21. **Notices.** All notices, demands, requests or other communications which may be or are required to be given, served or sent by either party to the other shall be in writing and shall be deemed to have been properly given or sent: (i) by mailing by registered or certified mail with the postage prepaid, addressed to such party at the address hereinabove first set forth for such party and, in the case of any notice to Landlord with a copy to City of St. Charles, c/o City Administrator, 2 East Main Street, St. Charles, Illinois 60174; and, in the case of any notice to Tenant, with a copy to: Tri-Com, c/o Executive Director and a member of its Board not an officer of Landlord; or (ii) by transmission via email to the current published email address of the City Administrator or Executive Director, as the case may be.

22. **Construction and Interpretation.**

a. If any term of this Amended and Restated Lease or any application thereof shall be invalid or unenforceable, the remainder of this Amended and Restated Lease and any other application of such term shall be affected thereby.

b. Any approval or consent of Landlord or Tenant required hereunder shall not be unreasonably withheld or delayed.

c. This Amended and Restated Lease may be changed, waived, discharged or terminated only by an instrument in writing, signed by Landlord and Tenant.

d. This Amended and Restated Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto.

e. The headings in this Amended and Restated Lease are for purposes of reference only and shall not limit or define the meaning hereof.

f. This Amended and Restated Lease may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.

g. This Amended and Restated Lease shall be construed and enforced in accordance with the laws of the State of Illinois.

h. This Amended and Restated Lease is the joint and collective work product of Landlord and Tenant and, as such, this Amended and Restated Lease shall not be construed against

either party, as the otherwise purported drafter of same, by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict, if any, in the terms or provisions contained herein.

23. **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated herein by reference.

In Witness Whereof, the parties hereto have executed the foregoing instrument this 13<sup>th</sup> day of December, 2023.

TRI-COM CENTRAL DISPATCH

By:   
Its: Chairman

ATTEST:  
  
Secretary

CITY OF ST. CHARLES

By: \_\_\_\_\_  
Mayor Lora Vitek

ATTEST:

\_\_\_\_\_  
Secretary

**Exhibit "A"**  
**Demised Land Legal Description**

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO THE CITY OF ST. CHARLES DESCRIBED AS PARCEL NUMBER 1 BY QUIT CLAIM DEED RECORDED NOVEMBER 30, 1993 AS DOCUMENT NUMBER 93K095347 IN KANE COUNTY RECORDER'S OFFICE; THENCE NORTH ALONG THE WEST LINE OF SAID PARCEL NUMBER 1, A DISTANCE OF 547.16 FEET TO THE POINT OF BEGINNING; THENCE WEST PERPENDICULAR TO THE WEST LINE OF SAID PARCEL NUMBER 1, A DISTANCE OF 75.00 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID PARCEL NUMBER 1, A DISTANCE OF 55.00 FEET; THENCE WEST PERPENDICULAR TO THE WEST LINE OF SAID PARCEL NUMBER 1, A DISTANCE OF 110.00 FEET; THENCE NORTH PARALLEL TO SAID WEST LINE OF PARCEL NUMBER 1, A DISTANCE OF 55.00 FEET; THENCE WEST PERPENDICULAR TO THE WEST LINE OF SAID PARCEL NUMBER 1, DISTANCE OF 65.00 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID PARCEL NUMBER 1 A DISTANCE OF 265.00 FEET; THENCE EAST PERPENDICULAR TO THE WEST LINE OF SAID PARCEL NUMBER 1, A DISTANCE OF 250 FEET TO THE WEST LINE OF SAID PARCEL NUMBER 1; THENCE SOUTH ALONG THE WEST LINE OF SAID PARCEL NUMBER 1, A DISTANCE OF 265.00 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.



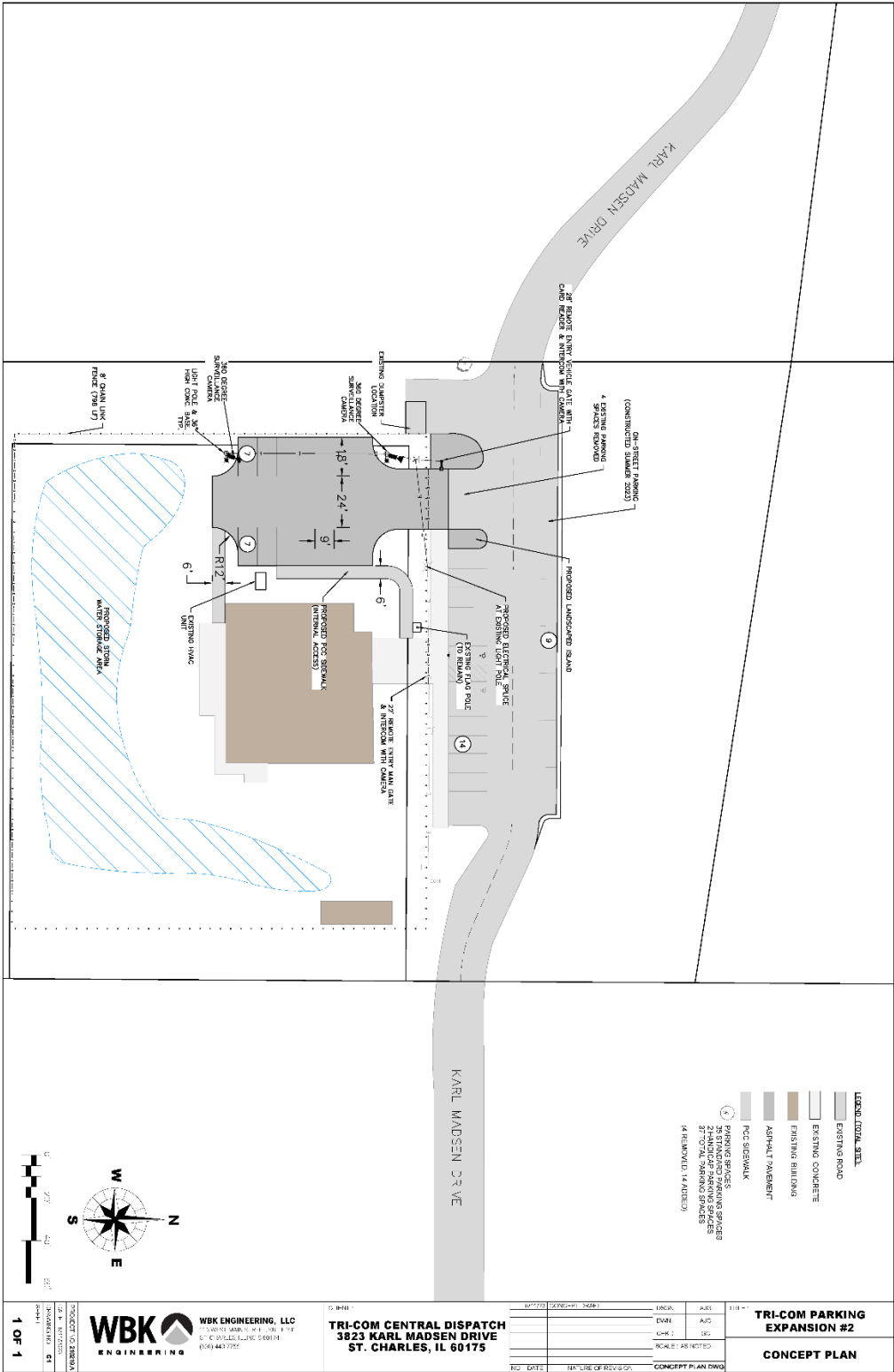


**Exhibit "B"**  
**Encumbrances**

The right of reverter reserved in that certain quitclaim deed by the Director of the Department of Corrections of the State of Illinois to the City of St. Charles, dated on or about December 24, 2002 and duly recorded in the office of the Kane County Recorder of Deeds as document number 2002K14568.

# Exhibit "C"

## Plan and Improvements



<b>WBK ENGINEERING</b> WBK ENGINEERING, LLC 1110 S. OAK STREET, SUITE 200 ST. CHARLES, IL 60175 (618) 735-1100	<b>TRI-COM CENTRAL DISPATCH</b> 3823 KARL MADSEN DRIVE ST. CHARLES, IL 60175	PROJECT NO. 2018-01 SHEET NO. 1 OF 1	<b>TRI-COM PARKING EXPANSION #2</b> <b>CONCEPT PLAN</b>
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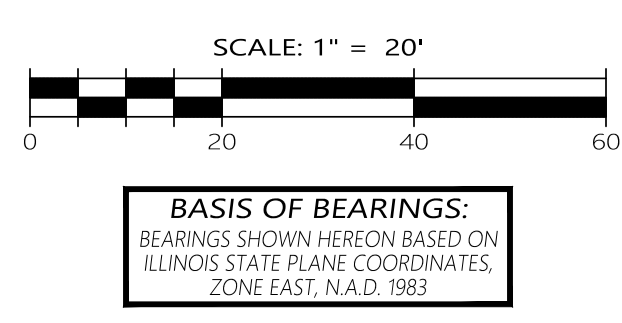
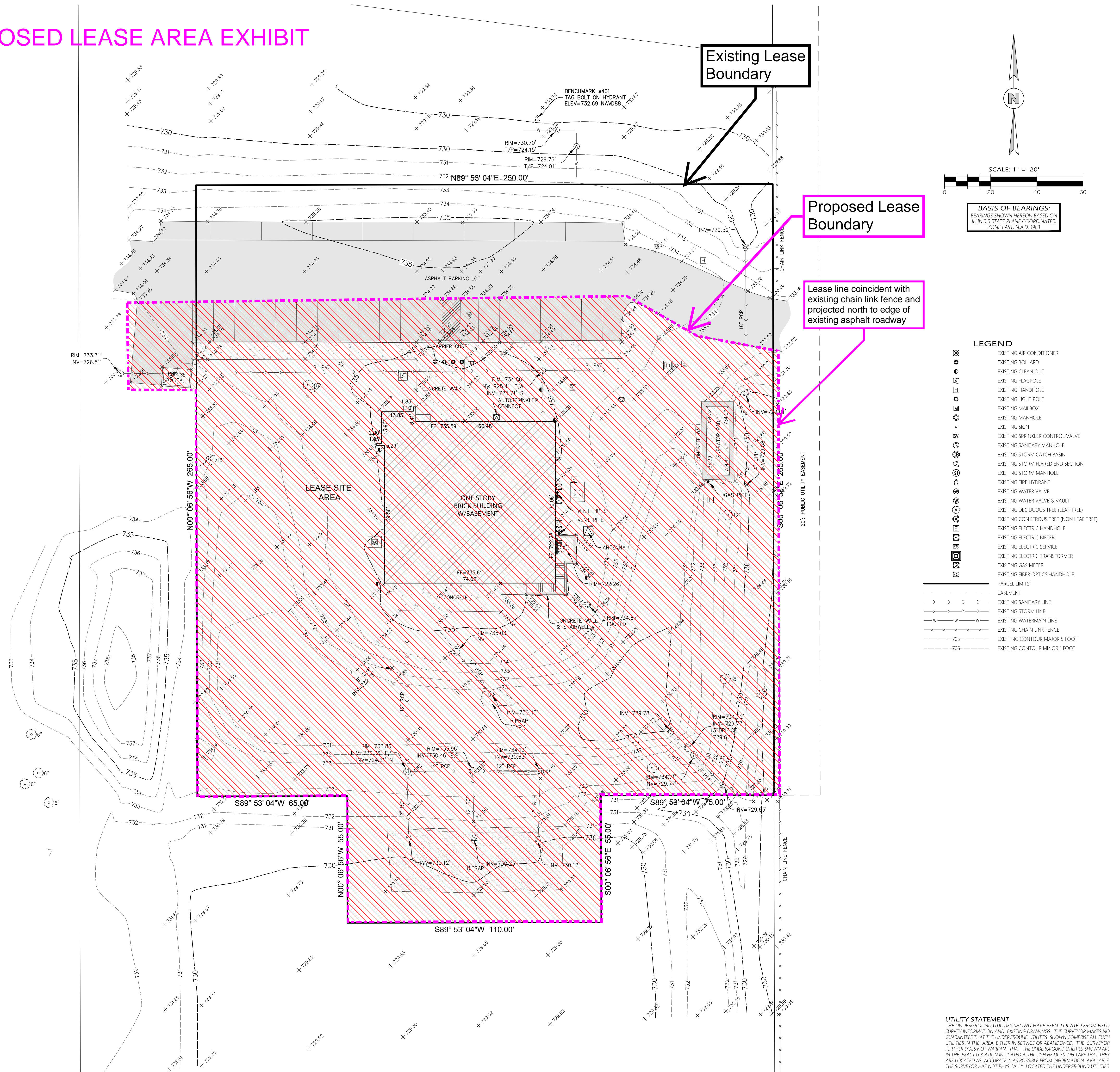
**Exhibit "D"**  
**Insurance requirements**



# TOPOGRAPHIC SURVEY & PROPOSED LEASE AREA EXHIBIT

## LEGAL DESCRIPTION - LEASE SITE AREA

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO THE CITY OF ST. CHARLES DESCRIBED AS PARCEL NUMBER 1 BY QUIT CLAIM DEED RECORDED NOVEMBER 30, 1993 AS DOCUMENT NUMBER 93K095347 IN KANE COUNTY RECORDER'S OFFICE; THENCE NORTH ALONG THE WEST LINE OF SAID PARCEL NUMBER 1, A DISTANCE OF 547.16 FEET TO THE POINT OF BEGINNING; THENCE WEST PERPENDICULAR TO THE WEST LINE OF SAID PARCEL NUMBER 1, A DISTANCE OF 75.00 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID PARCEL NUMBER 1, A DISTANCE OF 55.00 FEET; THENCE WEST PERPENDICULAR TO THE WEST LINE OF SAID PARCEL NUMBER 1, A DISTANCE OF 110.00 FEET; THENCE NORTH PARALLEL TO SAID WEST LINE OF PARCEL NUMBER 1, A DISTANCE OF 55.00 FEET; THENCE WEST PERPENDICULAR TO THE WEST LINE OF SAID PARCEL NUMBER 1, A DISTANCE OF 65.00 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID PARCEL NUMBER 1, A DISTANCE OF 265.00 FEET; THENCE EAST PERPENDICULAR TO THE WEST LINE OF SAID PARCEL NUMBER 1, A DISTANCE OF 250.00 FEET; THENCE SOUTH ALONG THE WEST LINE OF SAID PARCEL NUMBER 1, A DISTANCE OF 265.00 FEET TO THE POINT OF BEGINNING, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.



- ### LEGEND
- EXISTING AIR CONDITIONER
  - EXISTING BOLLARD
  - EXISTING CLEAN OUT
  - EXISTING FLAGPOLE
  - EXISTING HANDHOLE
  - EXISTING LIGHT POLE
  - EXISTING MAILBOX
  - EXISTING MANHOLE
  - EXISTING SIGN
  - EXISTING SPRINKLER CONTROL VALVE
  - EXISTING SANITARY MANHOLE
  - EXISTING STORM CATCH BASIN
  - EXISTING STORM FLARED END SECTION
  - EXISTING STORM MANHOLE
  - EXISTING FIRE HYDRANT
  - EXISTING WATER VALVE
  - EXISTING WATER VALVE & VAULT
  - EXISTING DECIDUOUS TREE (LEAF TREE)
  - EXISTING CONIFEROUS TREE (NON LEAF TREE)
  - EXISTING ELECTRIC HANDHOLE
  - EXISTING ELECTRIC METER
  - EXISTING ELECTRIC SERVICE
  - EXISTING ELECTRIC TRANSFORMER
  - EXISTING GAS METER
  - EXISTING FIBER OPTICS HANDHOLE
  - PARCEL LIMITS
  - EASEMENT
  - EXISTING SANITARY LINE
  - EXISTING STORM LINE
  - EXISTING WATERMAIN LINE
  - EXISTING CHAIN LINK FENCE
  - EXISTING CONTOUR MAJOR 5 FOOT
  - EXISTING CONTOUR MINOR 1 FOOT

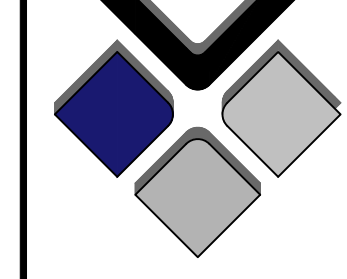
PROJECT NUMBER	DATE	PROJECT NUMBER	DATE
230230	10/8/2023	230230	10/8/2023
SCALE	DATE	SCALE	DATE
1" = 20'	10/8/2023	1" = 20'	10/8/2023
CHECKED BY	DATE	CHECKED BY	DATE
GREG CHISMAR	9/27/2023	GREG CHISMAR	9/27/2023
DRAWN BY	DATE	DRAWN BY	DATE
RUDY P. DIXON	10/8/2023	RUDY P. DIXON	10/8/2023
PROPERTY ADDRESS	ISSUED	PROPERTY ADDRESS	ISSUED
3823 KARL MADSEN DRIVE	10/8/2023	3823 KARL MADSEN DRIVE	10/8/2023
DATE	DESCRIPTION	DATE	DESCRIPTION
REV	DESCRIPTION	REV	DESCRIPTION
0		0	

FILE	DESCRIPTION
1. PUBLIC UTILITY EASEMENT	EXISTING AIR CONDITIONER
2. PARCEL LIMITS	EXISTING BOLLARD
3. SANITARY LINE	EXISTING CLEAN OUT
4. STORM LINE	EXISTING FLAGPOLE
5. WATERMAIN LINE	EXISTING HANDHOLE
6. CHAIN LINK FENCE	EXISTING LIGHT POLE
7. CONTOUR MAJOR 5 FOOT	EXISTING MAILBOX
8. CONTOUR MINOR 1 FOOT	EXISTING MANHOLE
	EXISTING SIGN
	EXISTING SPRINKLER CONTROL VALVE
	EXISTING SANITARY MANHOLE
	EXISTING STORM CATCH BASIN
	EXISTING STORM FLARED END SECTION
	EXISTING STORM MANHOLE
	EXISTING FIRE HYDRANT
	EXISTING WATER VALVE
	EXISTING WATER VALVE & VAULT
	EXISTING DECIDUOUS TREE (LEAF TREE)
	EXISTING CONIFEROUS TREE (NON LEAF TREE)
	EXISTING ELECTRIC HANDHOLE
	EXISTING ELECTRIC METER
	EXISTING ELECTRIC SERVICE
	EXISTING ELECTRIC TRANSFORMER
	EXISTING GAS METER
	EXISTING FIBER OPTICS HANDHOLE
	PARCEL LIMITS
	EASEMENT
	EXISTING SANITARY LINE
	EXISTING STORM LINE
	EXISTING WATERMAIN LINE
	EXISTING CHAIN LINK FENCE
	EXISTING CONTOUR MAJOR 5 FOOT
	EXISTING CONTOUR MINOR 1 FOOT

**WBK ENGINEERING, LLC**  
 116 WEST MAIN STREET, SUITE 201  
 ST. CHARLES, ILLINOIS 60174  
 (630) 443-7755



**REGIONAL LAND SERVICES**  
 9512 FOWLER ROAD  
 ROCHELLE, ILLINOIS 61068  
 PHONE: (618) 559-2260



STATE OF ILLINOIS }  
 COUNTY OF OGLE } SS

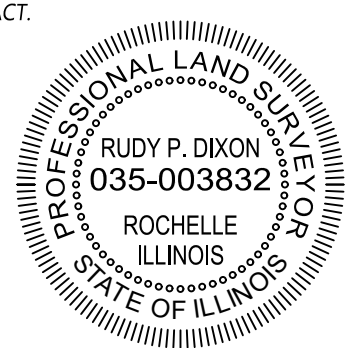
WE, REGIONAL LAND SERVICES, LLC, ILLINOIS PROFESSIONAL DESIGN FIRM NUMBER 184-007858-0010, DO HEREBY DECLARE THAT WE HAVE SURVEYED THE TRACT OF LAND SHOWN HEREON AND THIS PLAT IS A CORRECT REPRESENTATION OF SAID TRACT.

GIVEN UNDER MY HAND AND SEAL THIS 8TH DAY OF OCTOBER, A.D. 2023, AT ROCHELLE, ILLINOIS.

*Rudy P. Dixon*  
 RUDY P. DIXON  
 ILLINOIS PROFESSIONAL LAND SURVEYOR  
 LICENSE NO. 035-003832

ROCHELLE, ILLINOIS


THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A TOPOGRAPHIC SURVEY.



**UTILITY STATEMENT**  
 THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES DECLARE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

PROJECT NUMBER: 230230
DATE: 10/8/2023
SHEET: 1 OF 1
DRAWING NUMBER: PLAT



 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: *5.B
	Title:	<b>Recommendation to Approve a Resolution Authorizing a Contract Amendment with Transystems for Kautz Road Widening and Drainage Improvements Design</b>	
	Presenter:	<b>Chris Gottlieb</b>	
<b>Meeting:</b> Government Services Committee		<b>Date:</b> February 26, 2024	
<b>Proposed Cost:</b> \$ 30,756.00		<b>Budgeted Amount:</b> \$0	<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 contracted Transystems to perform the design of the Kautz Road Widening and Drainage Improvements project. Issues with acquiring right of way required a portion of the drainage system to be re-designed to avoid planned land acquisition. This resulted in unforeseen costs due to additional design work and delays to the project. With the approval of the City, Transystems also put in additional hours coordinating a funding increase with the STP Local program. This resulted in the City receiving significant additional grant funding for the project. All ROW issues have now been resolved and no additional amendments will be required to complete this project.</p> <p>This request covers two amendments totaling \$30,756.00. Costs for this increase are partially offset by reduced ROW acquisition costs. The remainder will be covered by transferring unencumbered design funds from another capital project.</p>			
<b>Attachments</b> (please list):			
*Formal amendment requests from Transystems *Change Order			
<b>Recommendation/Suggested Action</b> (briefly explain):			
Recommendation to approve a Resolution Authorizing a Contract Amendment with Transystems for Kautz Road Design Services in the amount of \$30,756.			



**SCOPE OF WORK**

**Kautz Road Reconstruction and Widening Project – Phase II Engineering  
City of St. Charles**

**Section No. 19-00117-00-PV**

**Supplement #1**

**January 12, 2023**

**APPROVED**

*Ken Jay*

**By Ken Jay at 7:57 am, Jan 17, 2023**

TranSystems' (TSC) original scope of work for this project, which includes Phase II design engineering services related to the proposed reconstruction and widening improvements along the Kautz Road corridor for the City of St. Charles (City), requires plan changes to avoid potential ROW impacts along the west side of the corridor. Multiple parcels have been unresponsive during the land acquisition process (led by Santacruz Associates) and the City has asked if modifying the design is feasible to avoid the proposed permanent easements. The intent of the original design was to locate the proposed path as close to the roadway as possible, therefore maximizing the distance from the front of the residences. In order to provide a drainage swale to receive offsite stormwater, the grading extended beyond the roadway ROW along the west side of Kautz Road and necessitated a 10' permanent easement. Modifying the path, drainage, plat of highways, and corresponding Kautz Road plan documents were not included in the original scope of services.

The impacted Parcels within the City limits include 0008, 0010, 0011, 0012, and 0014 with an approximate station range of 1161+50 to 1172+50. Parcel 0012 has agreed to terms with the City and the proposed easement will be acquired. The remaining parcels are to be avoided with the redesign of the path and drainage along this section.

Additional services are required by WBK Engineering (WBK), included as subconsultants, and their scope of services and proposal is attached herein. The following summarizes the supplemental scope of services necessary to avoid land acquisition at the referenced properties.

**1. Revised Plat of Highways (TSC – 2 HOURS)**

Revise the Plat of Highways to eliminate Parcels 0008, 0010, 0011, and 0014. **No additional land acquisition services are anticipated for the referenced parcels.** The revised POH will be submitted to IDOT for approval and updating their project records. Refer to WBK's scope of services.

**2. Permit Submittal (TSC – 4 HOURS)**

An additional permit submittal to the City is anticipated to reflect the changes to the drainage. The permit will be updated with the new plans and resubmitted to the City for their records. WBK to update the proposal and TSC to review and coordinate submittal.

## TRANSYSTEMS' SCOPE OF WORK



### 3. Design and Plan Revisions (73 HOURS)

The following design changes and tasks will be required to avoid land acquisition at the referenced parcels:

- **Path Design (8 HOURS):** The path is being re-aligned from a 5' offset from the back of curb to an offset of 2' inside the ROW. The profile and cross-slopes will be designed to meet ADA/PROWAG requirements.
- **Driveway Design (12 HOURS):** A total of 6 driveways will need to be redesigned to meet ADA/PROWAG and IDOT guidelines.
- **Plan Revisions (43 HOURS):** The linework and notes will be updated for the following plan sheets to reflect the revised design:

Sheet Description	No. of Sheets	Hours / Sheet	Total Hours
Typical Sections	1	4	4
Removal Sheets (1"=20')	1	2	2
Plan and Profile (1"=20')	2	4	8
Sidewalk and Bike Plans (1"=20')	1	4	4
Erosion and Sediment Control/Landscaping Plans (1"=20')	1	2	2
Drainage Plan and Profiles (WBK Scope)			
Driveway and Sidewalk Details (6 driveways)	3	3	9
Cross Sections @ 50-foot spacing and 6 driveways (30 sections)	7	2	14
<b>TOTAL:</b>	16		43

- **Update Quantity Calculations (6 HOURS):** Quantity calculations will be updated for the impacted path, earthwork, and drainage pay items.
- **Storm Sewer and Swale Design (TSC – 4 HOURS):** The trunkline along the west side of Kautz Road will be moved from the proposed swale to beneath the left curb and gutter. Additional inlets will be placed in the revised swale, which will be shallow and placed between the back of the curb and gutter and inside edge of the sidewalk. TranSystems will design the swale to accommodate the path revisions. Refer to WBK's scope of services attached for the storm sewer revisions.

### 4. Utility Review and Coordination (8 HOURS)

Moving the path will impact the proposed relocation of the utility poles and potentially AT+T's facilities. The revised Plans will be sent to both utility companies to coordinate the relocations.



**Kaurtz Road Widening and Reconstruction  
Workhour Summary  
Supplement #1**

<u>Task and Description</u>	<u>Total Manhours</u>	<u>TranSystems</u>
<b>Task 1 – Revised Plat of Highways</b>		
<i>Revise POH for impacted parcels and resubmit to IDOT</i>	2	2
<b>Subtotal:</b>	2	2
<b>Task 2 – Permit Submittal</b>		
<i>Update and resubmit Permit Package to the City</i>	4	4
<b>Subtotal:</b>	4	4
<b>Task 3 – Design and Plan Revisions</b>		
Path Design	8	8
Driveway Design	12	12
Plan Revisions	43	43
Update Quantity Calculations	6	6
Storm Sewer and Swale Design	4	4
<b>Subtotal:</b>	73	73
<b>Task 4 – Utility Review and Coordination</b>		
<i>Coordinate and resubmit plans to impacted utilities</i>	8	8
<b>Subtotal:</b>	8	8
<b>Total:</b>	87	87



<b>Local Public Agency</b> City of St. Charles	<b>County</b> Kane	<b>Section Number</b> 19-00117-00-PV
<b>Prime Consultant (Firm) Name</b> TranSystems Corporation	<b>Prepared By</b> Matt Baldwin	<b>Date</b> 1/11/2023
<b>Consultant / Subconsultant Name</b> 	<b>Job Number</b> 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

**Remarks**

### PAYROLL ESCALATION TABLE

CONTRACT TERM	3	MONTHS	OVERHEAD RATE	149.49%
START DATE	1/1/2023		COMPLEXITY FACTOR	
RAISE DATE	4/1/2023		% OF RAISE	2.00%
END DATE	3/31/2023			

### ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	1/1/2023	3/31/2023	3	100.00%

---

**The total escalation = 0.00%**

**Local Public Agency**

**County**

**Section Number**

City of St. Charles

Kane

19-00117-00-PV

**Consultant / Subconsultant Name**

**Job Number**

**PAYROLL RATES**

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

<b>MAXIMUM PAYROLL RATE</b>	<b>78.00</b>
<b>ESCALATION FACTOR</b>	<b>0.00%</b>

<b>CLASSIFICATION</b>	<b>IDOT PAYROLL RATES ON FILE</b>	<b>CALCULATED RATE</b>
Engineer 5 (E5)	\$78.00	\$78.00
Engineer 4 (E4)	\$77.58	\$77.58
Engineer 3 (E3)	\$71.26	\$71.26
Engineer 2 (E2)	\$60.44	\$60.44
Engineer 1 (E1)	\$47.00	\$47.00
Planner 5 (P5)	\$78.00	\$78.00
Planner 4 (P4)	\$69.92	\$69.92
Planner 3 (P3)	\$48.15	\$48.15
Planner 2 (P2)	\$52.31	\$52.31
Architect 4 (AR4)	\$75.11	\$75.11
Architect 3 (AR3)	\$59.70	\$59.70
Architect 2 (AR2)	\$44.13	\$44.13
Architect 1 (AR1)	\$34.14	\$34.14
Analyst 2 (AN2)	\$35.00	\$35.00
Business Consultant 2 (BC2)	\$73.64	\$73.64
Environmental Scientist 4 (SC4)	\$78.00	\$78.00
Industry Specialist 4 (IS4)	\$78.00	\$78.00
Industry Specialist 3 (IS3)	\$63.21	\$63.21
Construction Services 5 (CS5)	\$78.00	\$78.00
Construction Services 4 (CS4)	\$57.47	\$57.47
Construction Services 3 (CS3)	\$48.69	\$48.69
Construction Services 2 (CS2)	\$34.24	\$34.24
Construction Services 1 (CS1)	\$35.38	\$35.38
Technician 3 (T3)	\$41.14	\$41.14
Technician 1 (T1)	\$20.75	\$20.75
Administrative 3 (A3)	\$51.66	\$51.66
Administrative 2 (A2)	\$34.35	\$34.35



Local Public Agency

City of St. Charles

County

Kane

Section Number

19-00117-00-PV

Consultant / Subconsultant Name

Job Number

### DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum		\$0.63	\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$0.00</b>



**Local Public Agency**

City of St. Charles

**County**

Kane

**Section Number**

19-00117-00-PV

**Consultant / Subconsultant Name**

**Job Number**

**AVERAGE HOURLY PROJECT RATES**  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			1. Revised Plat of Highways			2. Permit Submittal			3. Design and Plan Revisions			4. Utility Review and Coordination					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer 5 (E5)	78.00	0.0																	
Engineer 4 (E4)	77.58	0.0																	
Engineer 3 (E3)	71.26	14.0	16.09%	11.47	2	100.00%	71.26				8	10.96%	7.81	4	50.00%	35.63			
Engineer 2 (E2)	60.44	4.0	4.60%	2.78				4	100.00%	60.44									
Engineer 1 (E1)	47.00	69.0	79.31%	37.28							65	89.04%	41.85	4	50.00%	23.50			
Planner 5 (P5)	78.00	0.0																	
Planner 4 (P4)	69.92	0.0																	
Planner 3 (P3)	48.15	0.0																	
Planner 2 (P2)	52.31	0.0																	
Architect 4 (AR4)	75.11	0.0																	
Architect 3 (AR3)	59.70	0.0																	
Architect 2 (AR2)	44.13	0.0																	
Architect 1 (AR1)	34.14	0.0																	
Analyst 2 (AN2)	35.00	0.0																	
Business Consultant 2 (BC2)	73.64	0.0																	
Environmental Scientist 4 (ES4)	78.00	0.0																	
Industry Specialist 4 (IS4)	78.00	0.0																	
Industry Specialist 3 (IS3)	63.21	0.0																	
Construction Services 5 (CS5)	78.00	0.0																	
Construction Services 4 (CS4)	57.47	0.0																	
Construction Services 3 (CS3)	48.69	0.0																	
Construction Services 2 (CS2)	34.24	0.0																	
Construction Services 1 (CS1)	35.38	0.0																	
Technician 3 (T3)	41.14	0.0																	
Technician 1 (T1)	20.75	0.0																	
Administrative 3 (A3)	51.66	0.0																	
Administrative 2 (A2)	34.35	0.0																	
<b>TOTALS</b>		87.0	100%	\$51.52	2.0	100.00%	\$71.26	4.0	100%	\$60.44	73.0	100%	\$49.66	8.0	100%	\$59.13	0.0	0%	\$0.00



## **KAUTZ ROAD DRAINAGE SERVICES SUPPLEMENT- CITY OF ST CHARLES**

City of St Charles, IL

**January 12, 2023**

Transystems, Inc  
Mr. Matt Baldwin , P.E.  
1475 E Woodfield Road, Ste 600  
Schaumburg, IL 60173

Dear Matt,

WBK Engineering, LLC (WBK) is pleased to provide this proposal to Transystems for additional stormwater engineering services for Kautz Road final Engineering plans located along the eastern boundary of the City of St Charles and the City of Geneva. WBK looks forward to the opportunity to further assist Transystems on the design and engineering of this roadway improvement. Included below is our understanding of the assignment, scope of services, project assumptions, and estimate of fee.

### **PROJECT UNDERSTANDING**

WBK understands that several changes to the design of the widening of Kautz Road have occurred since the original phase I design. These changes are the result of development of parcels adjacent to the right of way and also the inability to obtain easement/ ROW from adjacent landowners. We understand that these design changes were not included in the original scope for the development of plans and permits for the roadway improvements. This proposal supplements the original scope of services by including additional effort to update roadway plans and permits for submittal to the appropriate regulatory agencies. This proposal also includes time and effort to update the plat of highways (by others) to reflect the proposed right of way and easements.

### **SCOPE OF SERVICES**

#### **TASK 1 | Update Plat of Highways**

Regional Land Services will update the plat of highways to eliminate the easements on the west side of Kautz road starting at station 1155+30. In doing so, Parcel 0006PE will be still exist but will stop at station 1155+30. The easements for Parcels 0006PE, 0008PE, 0010PE, 0011 PE and 0014 PE will be removed as part of this task. Parcel 0012PE will remain intact as the easement has been acquired by the City. This task includes one round of comments by others.

#### **TASK 2 | Kautz Road Kane County Stormwater Permit Revisions**

This task includes update to the Kane County Stormwater Permit Application based on changes to the storm sewer and detention at the NW corner of Kautz Road and Geneva Drive, and updates to the storm sewer between stations 1155 and 1171. This includes updates to the narrative, drainage exhibits, replacing calculations, and overall QA of report. This task also includes managing the permit submittal and one revision to the permit based on comments from the Kane County Water Resources.



### TASK 3 | Update to Storm Sewer Design- Station 1155 to Station 1171

This task includes update to design of the storm sewer between approximate stations 1155 to station 1171. The revisions to the storm sewer design are a result of the adjacent landowners not providing the City of St Charles the required right of way and permanent easement required and developed as part of the Phase I design. The redesign of the roadway due to limited right of way includes relocating the multiuse path and design of a swale between the path and the back of curb with storm inlets in the swale to drain the swale. This task includes update to the inlet areas maps, Hydraflow storm sewer capacity models, inlet capacity calculations for the grates for the structures in the proposed swale, swale overflow capacity calculations, and ditch/swale capacity calculations. This task also includes update to CAD files, structure sizes and the drainage tables for the structures and pipes.

### PROJECT ASSUMPTIONS

The nature of the scope of services above is for services related to [Insert Name of Services]. In preparing this proposal, WBK has attempted to provide you with a complete package of services to satisfy the overall goals of the project based on the information provided by the Client at this point in time. In doing so, WBK has made assumptions which will require further verification in the process. Any findings which are not consistent with assumptions that have been made or which may result an increase in cost of professional services or revisions to the budget will be reviewed and discussed prior to further procession.

- That the proposed cross sections will be provided showing the elevation of the edge of multiuse path and back of curb for evaluation of the proposed swale between the multiuse path and back of curb. Estimate of Fees.
- Only one revision to the Kane County Stormwater Permit Application will be required.

WBK has provided not-to-exceed budgets for the tasks outlined in the above scope of services. Actual invoices will be based on employee’s record of time invested to accomplish each task and will not exceed the budget provided without prior written authorization from the Client. The Estimate of Fees is based on award of the entire Scope of Services and in general, individual tasks and accompanying budget cannot be broken out and awarded separately.

TASK #	TASK NAME	FEE
TASK 1	Update Plat of Highways	\$1,250
TASK 2	Kautz Road Kane County Stormwater Permit Revisions	\$1,000
TASK 3	Update to Storm Sewer Design- Station 1155- Station 1171	\$9,800
	Reimbursable Expenses	\$50
<b>TOTAL</b>		<b>\$12,100</b>

Please note that preparing this proposal requires the exercise of professional knowledge and judgment, and as such, this proposal remains the proprietary instrument of service of the firm WBK Engineering, LLC. No portion of this proposal may be shared with another firm providing similar services without our permission.

WBK Project Number 20-0214.

We propose to bill you monthly based on the attached Schedule of Charges. We establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are made an integral part of this contract for professional services. We reserve the right to increase our fees by five percent (5%) on December 31st of each calendar year.

If this proposal is acceptable, please return one (1) signed copy to us for our files to serve as a notice to proceed. Thank you for the opportunity to provide service to Transystems. If you have any questions, please do not hesitate to call.

Sincerely,



**John W Witte. P.E., CFM**  
Civil Engineering Practice Lead

Encl: 2022 Schedule of Charges  
General Terms and Conditions (February 4, 2016)

THIS PROPOSAL, SCHEDULE OF CHARGES, AND GENERAL TERMS & CONDITIONS ACCEPTED FOR  
TRANSYSTEMS.

---

Authorized By

---

Position

---

Date

AUTHORIZATION FOR KAUTZ ROAD DRAINAGE SERVICES SUPPLEMENT FOR THE KAUTZ ROAD PROJECT IN  
THE CITY OF ST CHARLES.

**SCOPE OF WORK**  
**Kautz Road Reconstruction and Widening Project – Phase II Engineering**  
**City of St. Charles**

**Section No. 19-00117-00-PV**  
***Supplement #2***

**November 27, 2023**

TranSystems' (TS) original scope of work for this project, which includes Phase II design engineering services related to the proposed reconstruction and widening improvements along the Kautz Road corridor for the City of St. Charles (City), requires additional coordination with KKCOM/CMAP to pursue and obtain project funding.

Additional services are required by Huff and Huff, included as a subconsultant, to update the special waste clearances. Their scope of services and proposal is attached herein.

The following summarizes the supplemental scope of services necessary to secure project funding and update the special waste clearances.

**1. Additional Funding (TS – 20 HOURS)**

Additional effort was necessary to pursue and secure State and Federal funds for the proposed improvements, including:

- STP Quarterly Updates submitted to KKCOM to maintain funding status
- IDOT Agreements submitted on behalf of the City
- Request for additional STP -Local funds, resulting in additional funding for the project.
- Request for additional funding from the Redistribution Fund for Kautz Road, which was approved on October 26, 2023.

**2. Update Special Waste Clearances (TS – 2 Hours)**

Coordinate the results of the special waste update and revise the project specifications. No additional testing is anticipated and would be additional cost if required by IDOT. *Huff and Huff's proposal is attached.*

**APPROVED**





<b>Local Public Agency</b> City of St. Charles	<b>County</b> Kane	<b>Section Number</b> 19-00117-00-PV
<b>Prime Consultant (Firm) Name</b> TranSystems Corporation	<b>Prepared By</b> Matt Baldwin	<b>Date</b> 11/27/2023
<b>Consultant / Subconsultant Name</b> 	<b>Job Number</b> 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

**Remarks**

Supplement #2 - Funding, Agreements, and special waste (Huff and Huff)

### PAYROLL ESCALATION TABLE

<b>CONTRACT TERM</b>	5	MONTHS	<b>OVERHEAD RATE</b>	134.78%
<b>START DATE</b>	11/22/2023		<b>COMPLEXITY FACTOR</b>	0
<b>RAISE DATE</b>	4/6/2024		<b>% OF RAISE</b>	2.00%
<b>END DATE</b>	4/21/2024			

### ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	11/22/2023	4/6/2024	5	100.00%

**Local Public Agency**

**County**

**Section Number**

City of St. Charles

Kane

19-00117-00-PV

**Consultant / Subconsultant Name**

**Job Number**

**PAYROLL RATES**

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

<b>MAXIMUM PAYROLL RATE</b>	<b>86.00</b>
<b>ESCALATION FACTOR</b>	<b>0.00%</b>

<b>CLASSIFICATION</b>	<b>IDOT PAYROLL RATES ON FILE</b>	<b>CALCULATED RATE</b>
Engineer 5 (E5)	\$86.00	\$86.00
Engineer 4 (E4)	\$85.05	\$85.05
Engineer 3 (E3)	\$75.03	\$75.03
Engineer 2 (E2)	\$63.36	\$63.36
Engineer 1 (E1)	\$48.30	\$48.30
Planner 5 (P5)	\$86.00	\$86.00
Planner 4 (P4)	\$72.55	\$72.55
Planner 3 (P3)	\$49.97	\$49.97
Planner 2 (P2)	\$54.87	\$54.87
Architect 4 (AR4)	\$77.47	\$77.47
Architect 3 (AR3)	\$57.38	\$57.38
Architect 2 (AR2)	\$46.52	\$46.52
Architect 1 (AR1)	\$35.86	\$35.86
Analyst 2 (AN2)	\$36.40	\$36.40
Environmental Scientist 4 (SC4)	\$80.00	\$80.00
Industry Specialist 4 (IS4)	\$86.00	\$86.00
Industry Specialist 3 (IS3)	\$66.82	\$66.82
Surveyor 4	\$86.00	\$86.00
Construction Services 5 (CS5)	\$86.00	\$86.00
Construction Services 4 (CS4)	\$67.62	\$67.62
Construction Services 3 (CS3)	\$50.43	\$50.43
Construction Services 2 (CS2)	\$38.42	\$38.42
Construction Services 1 (CS1)	\$35.64	\$35.64
Technician 3 (T3)	\$44.02	\$44.02
Technician 1 (T1)	\$20.96	\$20.96
Administrative 3 (A3)	\$54.82	\$54.82
Administrative 2 (A2)	\$33.40	\$33.40



**Local Public Agency**

City of St. Charles

**County**

Kane

**Section Number**

19-00117-00-PV

**Consultant / Subconsultant Name**

**Job Number**

**DIRECT COSTS WORKSHEET**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Copies B/W 11x17	Actual Cost			\$0.00
Copies Color 8.5x11	Actual Cost			\$0.00
Traffic Counts/Geofencing	Actual Cost (See separate calculations)			\$0.00
				\$0.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$0.00</b>





**Local Public Agency**

City of St. Charles

**County**

Kane

**Section Number**

19-00117-00-PV

**Consultant / Subconsultant Name**

**Job Number**

**AVERAGE HOURLY PROJECT RATES**  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			1. Additional Funding			2. Update Special Waste Clearances											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Engineer 5 (E5)	86.00	0.0																	
Engineer 4 (E4)	85.05	0.0																	
Engineer 3 (E3)	75.03	7.0	31.82%	23.87	6	30.00%	22.51	1	50.00%	37.52									
Engineer 2 (E2)	63.36	1.0	4.55%	2.88				1	50.00%	31.68									
Engineer 1 (E1)	48.30	0.0																	
Planner 5 (P5)	86.00	0.0																	
Planner 4 (P4)	72.55	0.0																	
Planner 3 (P3)	49.97	14.0	63.64%	31.80	14	70.00%	34.98												
Planner 2 (P2)	54.87	0.0																	
Architect 4 (AR4)	77.47	0.0																	
Architect 3 (AR3)	57.38	0.0																	
Architect 2 (AR2)	46.52	0.0																	
Architect 1 (AR1)	35.86	0.0																	
Analyst 2 (AN2)	36.40	0.0																	
Environmental Scientist 4 (E4)	80.00	0.0																	
Industry Specialist 4 (IS4)	86.00	0.0																	
Industry Specialist 3 (IS3)	66.82	0.0																	
Surveyor 4	86.00	0.0																	
Construction Services 5 (C5)	86.00	0.0																	
Construction Services 4 (C4)	67.62	0.0																	
Construction Services 3 (C3)	50.43	0.0																	
Construction Services 2 (C2)	38.42	0.0																	
Construction Services 1 (C1)	35.64	0.0																	
Technician 3 (T3)	44.02	0.0																	
Technician 1 (T1)	20.96	0.0																	
Administrative 3 (A3)	54.82	0.0																	
Administrative 2 (A2)	33.40	0.0																	
<b>TOTALS</b>		22.0	100%	\$58.55	20.0	100.00%	\$57.49	2.0	100%	\$69.20	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



A Subsidiary of GZA



November 14, 2023

via email: [sbpottorff@transystems.com](mailto:sbpottorff@transystems.com)

Mr. S. Brent Pottorff  
TranSystems Corporation  
1475 Woodfield Road, Suite 600  
Schaumburg, Illinois 60173-5550

**Re: Supplemental Phase II Environmental Services – PESA and LPC-663 Document Validation  
Kautz Road Reconstruction and Widening Project  
City of Geneva and City of St. Charles, IL.  
Proposal No.: 81.P013123.24**

Dear Mr. Pottorff:

Huff & Huff, Inc. (H&H), a subsidiary of GZA, Inc. (H&H) is pleased to submit this proposal to TranSystems Corporation (Client) to provide Supplemental Phase II environmental services in conjunction with the proposed roadway reconstruction and widening project, along Kautz Road in Geneva and St. Charles, Illinois. Client has requested Validation of the 2019 Preliminary Environmental Site Assessment (PESA) and subsequent update of the 2021 LPC-663 Form Documentation that was included in the Preliminary Site Investigation (PSI) Report.

**1. PROJECT UNDERSTANDING**

We understand the Cities of Geneva and St. Charles are proposing improvements along Kautz Road from Commerce Drive (St. Charles) to IL Route 38 (Geneva) with work funded through the Cities’ general funds and are currently seeking scope of services for Phase II activities. The work includes widening of Kautz Road to add a third lane, reconstruction of the majority of the roadway, connection of a recreational trail and formal designation of Kautz Road as a truck route. Additional work may include connection of a multi-use trail to the Prairie Path, railroad coordination, and grant funding assistance. We understand the proposed studies shall follow federal aid process and guidelines, applicable IDOT BLRS and BDE manuals, and local standards.

H&H previously completed a PESA, dated December 16, 2019, in which seven (7) sites were identified as having Recognized Environmental Conditions (RECs) and considered Potentially Impacted Properties (PIPs). These sites were further investigated with a series of soil borings and soil sampling as documented in the May 24, 2021 PSI Report and LPC-663 Form documentation.

Per the IDOT BLRS and BDE Manuals, once 180 days have lapsed a PESA Validation is required and once 3 years have lapsed, a new PESA is required. However, we understand IDOT BDE has been following internal guidance such that PESAs are valid for three (3) years and two (2) validations are allowed at three (3) year increments, allowing a PESA to be valid for nine (9) years with those additional validations. This PESA Validation will be utilized in support of updating the LPC-663 Document with the assumption that sampling is not anticipated provided there are no substantive changes to the former due diligence that would necessitate additional sampling in support of a contemporary LPC-663 document.

- GEOTECHNICAL
- ENVIRONMENTAL
- ECOLOGICAL
- WATER
- CONSTRUCTION MANAGEMENT

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Oak Brook, IL 60523  
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[www.huffnhuff.com](http://www.huffnhuff.com)  
[www.gza.com](http://www.gza.com)



## **2. SCOPE OF SERVICES**

### **Task 1 – Preliminary Environmental Site Assessment (PESA) Validation**

The PESA was completed December 16, 2019 with seven (7) sites identified as having recognized environmental conditions (RECs) and/or as potentially impacted property (PIPs). A PESA will Validation be completed to perform a re-evaluation of the project area to check for the possibility of new reported releases or incidents to assess if land uses have changed since the PESA was originally drafted. GZA will conduct a PESA Validation for the local roads portion of the project corridor and the process will follow general protocols contained within:

- A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation (IDOT) Highway Projects (Erdmann et al., 2012).
- ASTM International (ASTM) standard 1527-21.
- Chapter 27-3 of the IDOT Bureau of Design and Environment (BDE) (December 2019) Manual. The IDOT BDE Manual was published September 2012 and Revised August 2023.
- IDOT Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, Special Waste, July 2013.
- Public Act 96-1416.
- Clean Construction or Demolition Debris Fill Operations (CCDD) and Uncontaminated Soil Fill Operations: Amendments to 35 Illinois Administrative Code 1100. Effective on August 27, 2012.

#### **A. Historical Research**

The site's historical land use/ownership record will be developed from review of the previously completed PESA.

#### **B. Site Evaluation**

Current environmental features and conditions of sites adjacent to the right-of-way/project area (local, non-IDOT jurisdiction) will be evaluated. A site walkover of potential right-of-way/project areas designated for excavation and/or acquisition will be conducted for first-hand evaluation of current environmental conditions within the project limits. All of the features and conditions listed above will be investigated and, as appropriate, documented in photographs. The land-use and housekeeping practices of adjacent properties also will be evaluated in accordance with ASTM protocols.

#### **C. Records Review**

A records review will be conducted to identify potential environmental concerns within the study area. It will include a search of standard state and federal environmental record databases in accordance with the specifications of ASTM standards. This search is based on the outline of the study area. Specifically, Consultant will search each database to identify any potential sources requiring further investigation. As appropriate, Freedom of Information Act (FOIA) requests will be filed with the IEPA to obtain additional data pertaining to identified sites.

#### **D. Report Preparation**

One letter report summarizing the results of the evaluation will be prepared. The summary will reference the previous PESA and identify PIPs. Figures identifying the revised project area and will be included in the letter report. This information will also be utilized for Task 2 to update the previously completed LPC-663 Form Documentation.

#### **E. QA/QC and Task Administration**

Each task includes QA/QC time for the project deliverables and project administration and management activities that include cost and schedule tracking, coordination with Client on authorized activities, document production and other in-house management activities.



## **Task 2 – Update LPC-663 Form (CCDD) and PSI Documentation**

We have developed the scope of the Updated CCDD assessment based on our current understanding of the project corridor and review of the original PESA and PSI. We intend to utilize the PESA Validation from Task 1 as the basis of updating the LPC-663 Form Document and additional soil sampling is not anticipated at this time. However, it should be noted that industry trends indicate that some CCDD facilities require laboratory analysis to be less than 1-year old regardless of if the updated due diligence is consistent with the original due diligence. Though there are numerous CCDD facilities that are willing to accept analytical data that is greater than 1-year old, provided the current due diligence is consistent with the original findings.

### **A. CCDD (LPC-Form) and PSI Report Documentation**

The LPC-663 Form Documentation that was originally included in the PSI will be updated based on the findings of the PESA Validation from Task 1. The goal is to have the LPC-663 Form packet updated with the new findings and in support of not collecting additional soil samples. We intend to coordinate with CCDD facilities in close proximity to the project corridor to provide the updated documents for their review and if acceptable, to also provide pre-acceptance authorization letters for inclusion in the bid documents if desired by the project owners.

We also intend to update the PSI with a new cover letter referencing the PESA Validation and updated LPC-663 form Documentation and also revise the existing figures to include Client provided design cad linework information to include stationing and offset for the previously reported Soil Classifications per IDOT Article 669.05 and the associated table. This will serve to facilitate drafting of special/standard provisions and pay items for the bid documents.

### **B. QA/QC and Task Administration**

Each task includes QA/QC time for the project deliverables and project administration and management activities that include cost and schedule tracking, coordination with Client on authorized activities, document production and other in-house management activities.

## **3. PROJECT COSTS**

Manhours by Classification and costs have been included on the attached CECS spreadsheets. Since we understand the project is split between local agency project owners (Geneva at 68% of fee and St. Charles at 32% of fee), we have included a combined set of costs for reference and the requested split costs for each local agency utilizing the BLR 05514 Cost Plus Fixed Fee worksheets. The total proposed cost for the scope of services identified above is \$7,950 and the Geneva/S. Charles split requested by client is \$5,406 and \$2,544, respectively.

## **4. LEVEL OF EFFORT AND SCHEDULE**

PESA Validation and Updated CCDD Documentation Task work will commence within 5 business days of project approval, with a target completion date of eight weeks from the date of approval.

## **5. TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES**

### **CONDITIONS OF ENGAGEMENT**

The conditions of engagement are described in the attached Terms and Conditions for Professional Services. H&H's report will be prepared on behalf of and for the exclusive use of Client. Client acknowledges and agrees that the report and the



findings in the report shall not, in whole or in part, be disseminated or conveyed to any other party, or used or relied upon by any other party, in whole or in part, except for the specific purpose and to the specific parties alluded to above, without the written consent of H&H. H&H would be pleased to discuss the conditions associated with any additional dissemination, use, or reliance by other parties.

**ACCEPTANCE**

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to H&H. Issuance of a Purchase Order implicitly acknowledges acceptance of this proposal. This proposal is valid for a period of 30 days from the date of issue.

We appreciate the opportunity to submit this proposal. Please feel free to contact the undersigned at (630) 684-9100 with any questions.

Very truly yours,  
**Huff & Huff, Inc.**

Jeremy J. Reynolds, P.G.  
Associate Principal

Attachments: Terms and Conditions  
BLR 05514 CECS Worksheets

This Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of \_\_\_\_\_.

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

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

Printed/Typed Name: \_\_\_\_\_

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

The Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail delivery of a document in “.pdf” format, each such signature shall create a valid and binding obligation of the party executing the document, or on whose behalf each document is executed, with the same force and effect as if each such facsimile or “.pdf” signature were an original thereof.



81.P013123.24– Supplemental Phase II Kautz Road Improvements, Geneva and St. Charles, IL  
TranSystems Corporation  
November 14, 2023  
*ATTACHMENTS*

**ATTACHMENT A**  
**TERMS AND CONDITIONS**



## TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

© 2023 by Huff & Huff, Inc., a Subsidiary of GZA GeoEnvironmental, Inc.

Client ("You"): TranSystems Corporation

Proposal No: 81.P013123.24

Site: Kautz Rd PESA and CCDD Update

These Terms and Conditions, together with Huff & Huff, Inc.'s (H&H's) Proposal, make up the Agreement between H&H and you, Client, named above.

**BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND H&H.**

1. **Services.** H&H will perform the services set forth in its Proposal and any amendments or change orders authorized by you (the "Services"). Any request or direction from you that would require extra work or additional time for performance or would result in an increase in H&H's costs will be the subject of a negotiated amendment or change order.
2. **Standard of Care; Warranties.**
  - a. H&H will perform professional Services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality.
  - c. **EXCEPT AS SET FORTH IN SUBSECTIONS 2a ABOVE, NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY H&H'S PROPOSAL OR BY ANY OF H&H'S ORAL OR WRITTEN REPORTS.**
  - d. H&H assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.
3. **Payment.**
  - a. Except as otherwise stated in the Proposal, you will compensate H&H for the Services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
  - b. Any retainer specified in H&H's Proposal shall be due prior to the start of Services and will be applied to the final invoice for Services.
  - c. H&H will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. H&H may terminate the Services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all Services through termination, plus termination costs. You will reimburse H&H's costs of collecting overdue invoices, including reasonable attorneys' fees (including costs for time expended by in-house counsel, which will be charged to you at the prevailing market rate for attorneys of similar experience practicing in the jurisdiction).
4. **Your Responsibilities.**
  - a. Except as otherwise agreed in writing, you will secure the access agreements, approvals, permits, licenses and consents necessary for performance of the Services. If you are the owner or operator of the Site, you will provide H&H with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site (including, if applicable, asbestos containing materials ["ACM"]) and other information that may be pertinent to the Services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to H&H. Unless otherwise indicated in writing, H&H will be entitled to rely on documents and information you provide.
  - b. If you use the services of a contractor or construction manager at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
    - (i) to defend, indemnify and hold harmless, to the fullest extent permitted by law, you and H&H and its officers, directors, members, partners, agents, employees, and subconsultants (the "H&H Indemnitees"), for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;
    - (ii) to name you and H&H as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors, and to ensure that such policies are primary and noncontributory with regard to the above indemnity obligations; and
    - (iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
  - c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly (but in any event prior to the commencement of the Services) notify H&H and H&H shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.
5. **Right of Entry; Site Restoration.** You grant H&H and its subcontractor(s) permission to enter the Site to perform the Services. If you do not own the Site, you represent and warrant that the owner has granted permission for H&H to enter the Site and perform the Services; you will provide reasonable verification on request; and you will indemnify the H&H Indemnitees for any claims by the Site owner related to alleged trespass by H&H or its subcontractors. Although H&H will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site, you acknowledge that some damage may occur even with the exercise of due care and you agree to compensate H&H for any restoration it is asked to perform, unless otherwise indicated in the Proposal.
6. **Underground Facilities.** H&H's only responsibility under this Agreement will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless H&H with respect to personal injury and property damages due to H&H's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:
  - (i) that are not correctly shown on any plans and information you or governmental authorities provide to H&H; or
  - (ii) that are not correctly marked by the appropriate utility.





- 7. Reliance.** The services, information, and other data furnished by you shall be at your expense, and H&H may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the Services provided by H&H is directly related to the accuracy and completeness of the information and data that you furnish to H&H. **H&H'S REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO H&H. YOU SHALL INDEMNIFY AND HOLD HARMLESS THE H&H INDEMNITEES FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM ANY USE, REUSE, OR MODIFICATION OF THE DOCUMENTS WITHOUT WRITTEN VERIFICATION, COMPLETION, OR ADAPTATION BY H&H AND SUCH LIMITED LICENSE TO YOU SHALL NOT CREATE ANY RIGHTS IN THIRD PARTIES.**
- 8. Lab Tests and Samples.** H&H is entitled to rely on the results of laboratory tests using generally accepted methodologies. H&H may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate H&H for storage and/or shipping beyond 30 days.
- 9. H&H Professionals.** H&H employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, Certified Hazardous Materials Managers,, or Certified Industrial Hygienists collectively referred to in this section as "H&H Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the Services of H&H or other contractor/consultant(s), which audit may require additional Services, even though H&H and such H&H Professionals have each performed such Services in accordance with the standard of care set forth herein. You agree to compensate H&H for all Services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.
- 10. Hazardous Materials; H&H "Not a Generator".** Before any hazardous or contaminated materials, including, if applicable, ACMs (the "Wastes") are removed from the Site, you will sign manifests naming you as the generator of the Wastes (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any Wastes are taken. H&H will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any Wastes at or removed from the Site. H&H will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. H&H will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any Wastes at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold the H&H Indemnitees harmless for any costs or liability incurred by H&H in defense of or in payment for any legal actions in which it is alleged that H&H is the owner, generator, treater, storer or disposer of any Wastes.
- 11. Limits on H&H's Responsibility.** H&H will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. H&H will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall H&H's professional activities nor the presence of H&H or its employees and subcontractors be construed to imply that H&H has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by H&H of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.
- 12. Changed Conditions.**
- You recognize the uncertainties related to the Services (including, without limitation, environmental and geotechnical Services), which often require a phased or exploratory approach, with the need for additional Services becoming apparent during the initial Services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
  - If changed or unanticipated conditions or delays make additional Services necessary or result in additional costs or time for performance, H&H will notify you and the parties will negotiate appropriate changes to the scope of Services, compensation and schedule.
  - If no agreement can be reached, H&H will be entitled to terminate the Services and to be equitably compensated for the Services already performed. H&H will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond H&H's reasonable control, and you will compensate H&H for any resulting increase in its costs.
- 13. Documents and Information.** All documents, data, calculations and work papers prepared or furnished by H&H are instruments of service and will remain H&H's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to H&H. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to H&H. Any technology, methodology or technical information learned or developed by H&H will remain its property. Provided H&H is not in default under this Agreement, H&H's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.
- 14. Electronic Media.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated by H&H, you covenant and agree that all such electronic files are instruments of service of H&H, who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by H&H and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of H&H will be at the user's sole risk and without any liability to H&H.
- 15. Confidentiality; Subpoenas.** Information about this Agreement and H&H's Services and information you provide to H&H regarding your business and the Site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as H&H reasonably believes is necessary: (a) to perform the Services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws, regulations, court orders and professional obligations. H&H will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties will not be considered confidential. You will reimburse H&H for responding to any subpoena or governmental inquiry or audit related to the Services, at the rates set forth in the applicable Proposal, amendment or change order.





- 16. Insurance.** During performance of the Services, H&H will maintain workers' compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. H&H will furnish you certificates of such insurance on request.
- 17. Indemnification.** You agree to hold harmless, indemnify, and defend the H&H Indemnitees against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the Services, except to the extent they are caused by H&H's negligence or willful misconduct.
- 18. Limitation of Remedies.**
- To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of H&H and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "H&H") for all claims arising out of this Agreement or the Services is limited to \$50,000 or, if greater, 10% of the compensation received by H&H under this Agreement.
  - You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
  - Any claim will be deemed waived unless written notice of such claim is received by H&H within one year of substantial completion of the Services.
  - H&H will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary, or multiple damages.
  - H&H will not be liable to you or the Site owner for injuries or deaths suffered by H&H's or its subcontractors' employees.
  - You will look solely to H&H for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any H&H principal, officer, employee or agent. To the extent damages are covered by property insurance or any other insurance, both you and H&H waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in this Agreement. The you or H&H, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.
- 19. Disputes.**
- All disputes between you and H&H shall be subject to non-binding mediation.
  - Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
  - The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
  - No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice. However, where non-payment of an invoice has occurred and H&H sends you a final demand letter for payment, your failure to respond within ten (10) days of receipt (or, for certified mail, the date of the first attempt to deliver the letter to your address of record if you ultimately do not accept receipt of the letter) of such letter will be deemed to be a waiver of your right to enforce this mediation clause and H&H may immediately file suit to enforce the terms of this Agreement.
- 20. Miscellaneous.**
- This Agreement and all claims relating thereto shall be governed by the substantive and procedural laws of the State of Illinois, as they presently exist or may hereafter be amended, without regard to principles of conflict of laws.
  - The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the Services under this Agreement and the termination of the contract for any cause.
  - Any amendment to these Terms and Conditions must be in writing and signed by both parties. No modification of these Terms and Conditions will be binding against H&H unless specifically approved in writing by a Principal of H&H.
  - Having received these Terms and Conditions, your oral authorization to commence Services, your acceptance of performance of the Services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
  - This Agreement supersedes any contract terms, purchase orders or other documents issued by you, even if signed by an authorized representative of H&H.
  - Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
  - Your failure or the failure of your successors or assigns to receive payment, reimbursement, insurance proceeds or grant funds from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to H&H under this agreement.
  - These Terms and Conditions shall govern over any inconsistent terms in H&H's Proposal.
  - The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
  - The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.
  - Any reports generated by H&H will be subject to H&H's standard report limitations for that particular type of report.
- 21. Asbestos Abatement Services (If Applicable).** If the Services include asbestos abatement services, then the following terms and conditions will apply and will supersede any conflicting terms contained elsewhere in this Agreement.
- You acknowledge that conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of those conditions, despite due professional care. H&H therefore cannot guaranty specific results such as the identification or removal of all asbestos or other contamination.



- 22. Microbial Services (If Applicable).** If the Services include microbial services, then the following terms and conditions will apply and will supersede any conflicting terms contained elsewhere in this Agreement.
- a. You recognize that meeting the standard of care does not establish an assurance that corrective procedures will be permanent. Because Microbial infestations are created by near-omnipresent living microscopic spores, grows very quickly and are influenced by nanoclimatological conditions that are very difficult to detect and sources of water intrusion, elevated moisture or relative humidity over which H&H has neither control or responsibility, H&H cannot and does not claim that its Services will eliminate the risk of a Microbial infestation recurring.
  - b. You acknowledge that the Services entail risk of personal injury and property damage (including cross-contamination) that cannot be avoided, even with the exercise of due care. You also acknowledge that environmental conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of these conditions, despite due care. H&H therefore cannot guaranty specific results such as the identification of all contamination or other environmental conditions or problems nor their resolution.
  - c. You acknowledge that Microbial infestations may be hidden from view and concealed in locations that are difficult to discover. Accordingly, you agree that despite H&H's efforts, some Microbial locations may remain undetected. In such situations, you agree that you will have no claim against H&H provided H&H followed all applicable laws and regulations pertaining to the Work.
  - d. For purposes of this Agreement, Microbial is defined as any and all fungal and/or bacterial growth including but not limited to mold, mildew, yeast, fungus, fungi, bacteria, spores, odors, particulates, vapors, gas, or other emissions produced by or arising out of or toxins emanating therefrom.
  - e. You further agree that where H&H shall performs Services intended to minimize the risk of Microbial infestations, H&H shall not be liable for damages resulting from Microbial contamination including but not limited to fungal or bacterial infestations and water damage or dry or wet rot and you agree to waive any Microbial infestation claim(s) against H&H, and you agree to indemnify, defend and hold the H&H Indemnitees harmless from any claim alleging that H&H's Services caused or aggravated a Microbial infestation or did not prevent a Microbial infestation from re-occurring.



81.P013123.24– Supplemental Phase II Kautz Road Improvements, Geneva and St. Charles, IL  
TranSystems Corporation  
November 14, 2023  
*ATTACHMENTS*

**ATTACHMENT B**

**BLR 05514 COST WORKSHEETS**



<b>Local Public Agency</b> City of Geneva and City of St. Charles	<b>County</b> Kane	<b>Section Number</b> 19-00117-00-PV
<b>Prime Consultant (Firm) Name</b> TranSystems Corporation	<b>Prepared By</b> JJR	<b>Date</b> 11/14/2023
<b>Consultant / Subconsultant Name</b> Huff & Huff, Inc., a subsidiary of GZA, Inc.	<b>Job Number</b> 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

**Remarks**

Supplemental Phase II Environmental Services (PESA Validaiton and Update LPC-663 CCDD Form Document) Consistent with Prior Agreements, we understand a split of all invoices with 68% to Geneva and 32% to St. Charles.

**PAYROLL ESCALATION TABLE**

CONTRACT TERM	2	MONTHS			OVERHEAD RATE	190.00%
START DATE	11/15/2023				COMPLEXITY FACTOR	0
RAISE DATE	3/1/2024				% OF RAISE	2.00%
END DATE	1/14/2024					

**ESCALATION PER YEAR**

Year	First Date	Last Date	Months	% of Contract
0	11/15/2023	1/14/2024	2	100.00%

The total escalation = 0.00%

**Local Public Agency****County****Section Number**

City of Geneva and City of St. Charles

Kane

19-00117-00-PV

**Consultant / Subconsultant Name****Job Number**

Huff &amp; Huff, Inc., a subsidiary of GZA, Inc.

**PAYROLL RATES**

## EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

<b>MAXIMUM PAYROLL RATE</b>	<b>86.00</b>
<b>ESCALATION FACTOR</b>	<b>0.00%</b>

<b>CLASSIFICATION</b>	<b>IDOT PAYROLL RATES ON FILE</b>	<b>CALCULATED RATE</b>
Principal	\$84.29	\$84.29
Associate Principal III	\$79.45	\$79.45
Associate Principal II	\$72.15	\$72.15
Associate Principal I	\$68.96	\$68.96
Senior Consultant II	\$78.93	\$78.93
Senior Consultant I	\$43.23	\$43.23
Senior Project Manager III	\$68.98	\$68.98
Senior Project Manager II	\$57.21	\$57.21
Senior Project Manager I	\$53.79	\$53.79
Senior Landscape Architect	\$59.54	\$59.54
Senior Planning PM	\$56.62	\$56.62
Senior Technical Specialist I	\$55.05	\$55.05
Senior Scientist PM II	\$57.08	\$57.08
Senior Technical Scientist	\$54.50	\$54.50
Scientist PM II	\$49.25	\$49.25
Scientist PM I	\$43.14	\$43.14
Assistant PM Scientist	\$38.22	\$38.22
Environmental Engineer PM II	\$49.99	\$49.99
Environmental Engineer PM I	\$46.24	\$46.24
Assistant PM Engineer I	\$42.77	\$42.77
Engineer II	\$30.87	\$30.87
Engineer I	\$33.43	\$33.43
Scientist SII	\$28.92	\$28.92
Scientist SI	\$32.79	\$32.79
Technical Graphics Technician	\$25.96	\$25.96
Administrative Manager	\$48.89	\$48.89
Senior Administrative Assistant	\$34.50	\$34.50

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
City of Geneva and City of St. Charles	Kane	19-00117-00-PV
<b>Consultant / Subconsultant Name</b>		<b>Job Number</b>
Huff & Huff, Inc., a subsidiary of GZA, Inc.		

**SUBCONSULTANTS**

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant
<b>Total</b>	<b>0.00</b>	<b>0.00</b>

**NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.**

**Local Public Agency**

City of Geneva and City of St. Charles

**County**

Kane

**Section Number**

19-00117-00-PV

**Consultant / Subconsultant Name**

Huff & Huff, Inc., a subsidiary of GZA, Inc.

**Job Number**

**DIRECT COSTS WORKSHEET**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	66	\$0.66	\$43.23
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost	2	\$3.40	\$6.80
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Database Package	Actual Cost	1	\$175.00	\$175.00
				\$0.00
				\$0.00
				\$0.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$225.03</b>

**Local Public Agency**

City of Geneva and City of St. Charles

**County**

Kane

**Section Number**

19-00117-00-PV

**Consultant / Subconsultant Name**

Huff & Huff, Inc., a subsidiary of GZA, Inc.

**Job Number**

**COST ESTIMATE WORKSHEET**

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE

COMPLEXITY FACTOR

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Task 1: PESA Validation	225	21.25	835	1,586	276	0	2,697	33.92%
Task 2: Update LPC-663 & PSI Figures	0	42.75	1,557	2,957	514	0	5,028	63.25%
<b>Subconsultant DL</b>							\$0.00	
<b>Direct Costs Total ==&gt;</b>	\$225.03						<b>\$225.03</b>	2.83%
<b>TOTALS</b>		64	2,392	4,543	790	-	7,950	100.00%

6,935



**Local Public Agency**

City of Geneva and City of St. Charles

**County**

Kane

**Section Number**

19-00117-00-PV

**Consultant / Subconsultant Name**

Huff & Huff, Inc., a subsidiary of GZA, Inc.

**Job Number**

**AVERAGE HOURLY PROJECT RATES**  
**EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Task 1: PESA Validation			Task 2: Update LPC-663 & PSI Figures											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	84.29	0.0																	
Associate Principal III	79.45	0.0																	
Associate Principal II	72.15	2.0	3.13%	2.25	1	4.71%	3.40	1	2.34%	1.69									
Associate Principal I	68.96	4.0	6.25%	4.31	2	9.41%	6.49	2	4.68%	3.23									
Senior Consultant II	78.93	0.0																	
Senior Consultant I	43.23	0.0																	
Senior Project Manager III	68.98	0.0																	
Senior Project Manager II	57.21	0.0																	
Senior Project Manager I	53.79	0.0																	
Senior Landscape Architect	59.54	0.0																	
Senior Planning PM	56.62	0.0																	
Senior Technical Specialist I	55.05	0.0																	
Senior Scientist PM II	57.08	0.0																	
Senior Technical Scientist	54.50	0.0																	
Scientist PM II	49.25	0.0																	
Scientist PM I	43.14	4.0	6.25%	2.70	2	9.41%	4.06	2	4.68%	2.02									
Assistant PM Scientist	38.22	8.0	12.50%	4.78	2	9.41%	3.60	6	14.04%	5.36									
Environmental Engineer PM II	49.99	0.0																	
Environmental Engineer PM I	46.24	0.0																	
Assistant PM Engineer I	42.77	0.0																	
Engineer II	30.87	0.0																	
Engineer I	33.43	20.0	31.25%	10.45	6	28.24%	9.44	14	32.75%	10.95									
Scientist SII	28.92	0.0																	
Scientist SI	32.79	20.0	31.25%	10.25	6	28.24%	9.26	14	32.75%	10.74									
Technical Graphics Technician	25.96	4.5	7.03%	1.83	1.5	7.06%	1.83	3	7.02%	1.82									
Administrative Manager	48.89	0.0																	
Senior Administrative Assistant	34.50	1.5	2.34%	0.81	0.75	3.53%	1.22	0.75	1.75%	0.61									
<b>TOTALS</b>		64.0	100%	\$37.37	21.3	100.00%	\$39.29	42.8	100%	\$36.41	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

**City of St Charles CHANGE ORDER:**

**Contract #** \_\_\_\_\_ **PO#** \_\_\_\_\_

This document is incorporated into the above contract as an amendment to the Contract between the City and the Contractor/Professional Service Provider commencing on the date the last party signs this document. Any change to the character, form, quality, extent, or cost of the Service/Project shall be in writing and approved on this form.

**1. This Change Order is required due to** (check all that apply):

- |   |  |
|---|--|
| <input type="checkbox"/> Changed / Unforeseen Condition | <input type="checkbox"/> Errors and Omissions            |
| <input type="checkbox"/> Change in Scope                | <input type="checkbox"/> Renewal / Extension of Services |
| <input type="checkbox"/> _____                          |  |

**2. The effect of this change is** (check all that apply):

- |   |   |
|---|---|
| <input type="checkbox"/> Total Cost is increased by \$ _____      | <input type="checkbox"/> Extension of _____ (calendar / work) days        |
| <input type="checkbox"/> Material is increased by \$ _____        | <input type="checkbox"/> Extension of Completion Date from _____ to _____ |
| <input type="checkbox"/> Emergency Change, not to exceed \$ _____ |   |
| <input type="checkbox"/> _____                                    |   |

**3. Attachments Supporting Change Order** (check all that apply)


- |  |                                       |
|--|---------------------------------------|
| <input type="checkbox"/> Contractor's Proposal                                 | <input type="checkbox"/> other: _____ |
| <input type="checkbox"/> Description of Change (include Drawing if applicable) |                                       |

Change in Price		Change in Completion (days / calendar date)	
Original Price <i>(reference Agreement cover page)</i>	\$ _____	<b>a</b>	Original: #days until completion / calendar date for completion <i>(reference date of Work May Proceed)</i> _____
Current Price resulting from Prior Change Orders <i>(reference prior Change Order line d)</i>	\$ _____	<b>b</b>	Current Completion resulting from Prior Change Orders: <i>(reference prior Change Order line d)</i> _____
Net Increase/decrease of this Change Order <i>(reference above #2)</i>	\$ _____	<b>c</b>	Net increase/decrease of days for this Change Order <i>(reference above #2)</i> _____
New Price inclusive of this Change Order* <i>d=(b+c)</i>	\$ _____	<b>d</b>	New Time of Completion inclusive of this Change Order <i>d=(b+c)</i> _____
Cumulative Price change since execution* <i>e=(d-a)</i>	\$ _____	<b>e</b>	Cumulative Time of completion since execution (expressed as total days)** <i>e=(d-a)</i> _____
*if the total price (d) exceeds \$25,000, and has not been approved by council, council approval is required. *If the cumulative price change (e) exceeds 10% or \$25,000, or exceeds an approved contingency, council approval is required.		**if the cumulative change in days of completion exceeds the contracted dates for completion, are Liquidated Damages applicable? <b>Yes/ No</b>	

All parties hereby acknowledge and agree this Change Order is inclusive of all known changes to scope, compensation and work schedule on behalf of the undersigned and Contractor's supplier, subcontractor, consultant, and agent necessary to complete the Project/Service. All parties hereby acknowledge that this Change Order is incorporated into the previously executed Contract by the signature of the parties below.

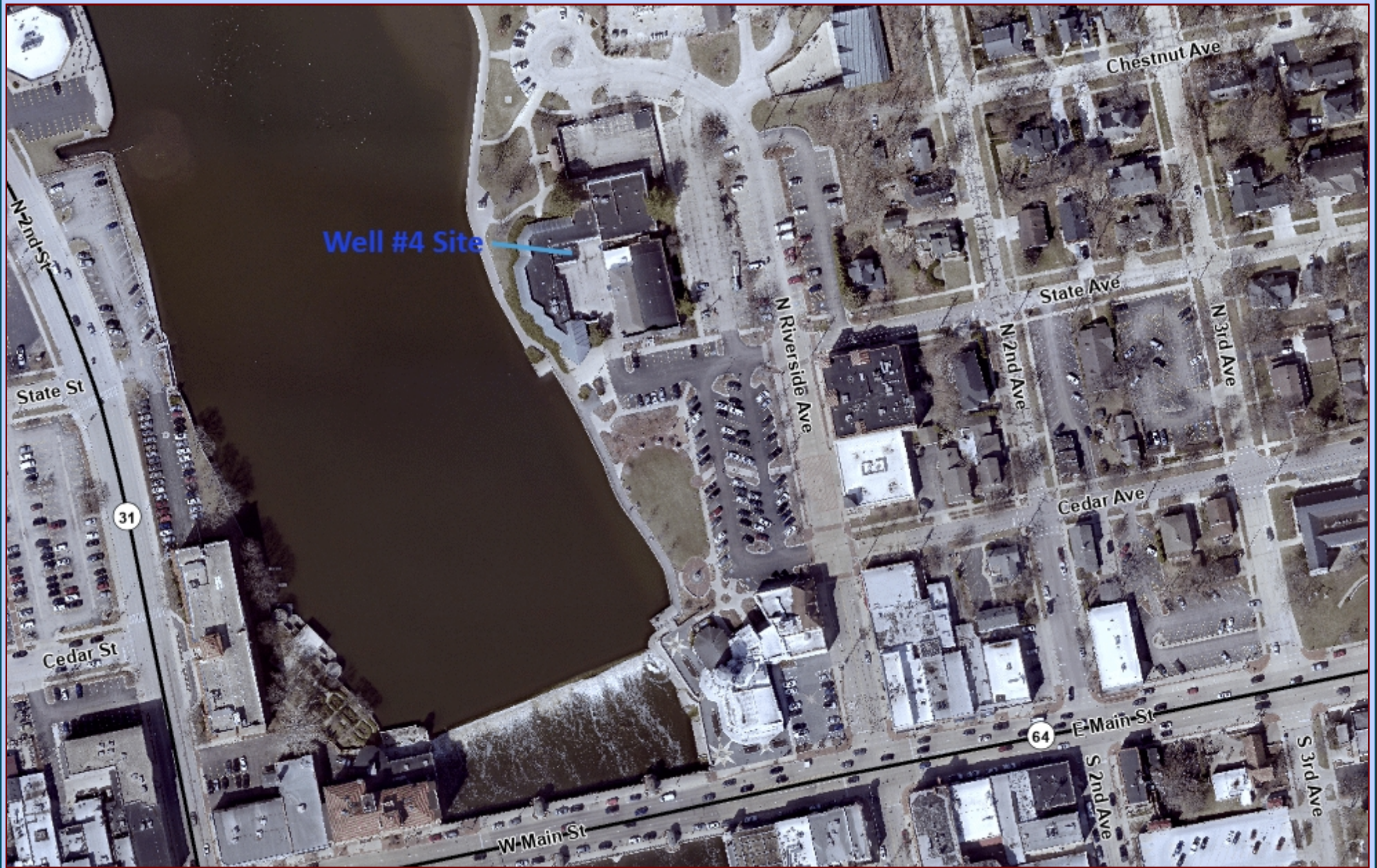
**City Project Manager** \_\_\_\_\_ *[Signature]* Date 2/7/2024

**Contractor/Professional Service Provider** \_\_\_\_\_ *[Signature]* Date \_\_\_\_\_

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 5.C
	Title:	<b>Presentation – Update on Lead Line Replacement</b>	
	Presenter:	<b>Tim Wilson</b>	
<b>Meeting:</b> Government Services Committee		<b>Date:</b> February 26, 2024	
<b>Proposed Cost:</b> \$ 0		<b>Budgeted Amount:</b> \$0	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> Choose an item.			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p>This is a quick update on the lead line replacement. We will be providing updates on proposed law changes, and recommended City Policy.</p>			
<b>Attachments</b> (please list):			
None			
<b>Recommendation/Suggested Action</b> (briefly explain):			
No Action Required			

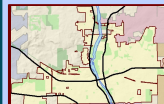
 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 5.D		
	Title:	<b>Recommendation to Approve a Resolution Awarding the Bid for the Well #4 Modifications</b>			
	Presenter:	Tim Wilson			
<b>Meeting:</b> Government Services Committee		<b>Date:</b> February 26, 2024			
<b>Proposed Cost:</b> \$ 811,305		<b>Budgeted Amount:</b> \$ 850,000	<b>Not Budgeted:</b> <input type="checkbox"/>		
<b>TIF District:</b> None					
<p><b>Executive Summary</b> (if not budgeted, please explain):</p> <p>The proposed well # 4 project will provide preventive maintenance and some well head modifications. Well #4 is located next to the old police station on Riverside Ave. This is one of the City’s deep wells at a depth of about 1,400 feet deep. Maintenance on this type of well is completed approximately every 10 years.</p> <p>As part of this project the contractor will pull the existing well pump and motor. They will clean, replace any worn or deteriorated parts. After replacement the contractor will reinstall the pump and motor. In an addition the project includes a modification to the existing well head. Currently, the well construction requires a building around the well head to protect the equipment. This project will install a pitiless adaptor on the top of the well.</p> <p>On February 5th 2024, the City received 1 bid for this project. The bid results are as followed:</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 70%;">Layne Christensen Company</td> <td style="width: 30%;">\$ 811,305</td> </tr> </table> <p>Layne has been a long-term service provide for the City. Over the last fifty years the firm has provided most of the well drilling and well maintenance service contracts for the City. Deep Well projects require special equipment and expertise. Plus, the contractor is required to provide some general contracting coordination for the well head modification. There is a limited number of contractors that can provide the equipment required to complete the work. This is the reason why the City only received one bid submittal.</p> <p>Based on the bid submittal including past performance, City Staff recommends awarding the contract to Layne Christensen Company.</p>				Layne Christensen Company	\$ 811,305
Layne Christensen Company	\$ 811,305				
<b>Attachments</b> (please list):					
*Area Map * Price Proposal					
<b>Recommendation/Suggested Action</b> (briefly explain):					
Recommendation to approve a Resolution awarding the bid to Layne Christensen Company for Well #4 Modifications in the amount of \$811,305.					





Well #4 Site

Well #4 Site



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: February 23, 2024 08:04 AM



0 81 163 Feet

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Powered by Precision GIS




## Well #4 Modifications ES2023-46

BASE BID ITEMS					
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	Division 02 - Existing Conditions	L SUM	1	\$ 192,900.00	\$ 192,900.00
2	Division 03 - Concrete	L SUM	1	\$ 35,700.00	\$ 35,700.00
3	Division 31 - Earthwork	L SUM	1	\$ 34,300.00	\$ 34,300.00
4	Division 33 - Utilities	L SUM	1	\$ 153,550.00	\$ 153,550.00
5	Division 40 - Process Integration	L SUM	1	\$ 61,400.00	\$ 61,400.00
6	MOBILIZATION OF EQUIPMENT TO THE SITE, PULL PUMP TO THE SURFACE, AND MEASURE TOTAL DEPTH AND STATIC WATER LEVEL OF THE WELL	L SUM	1	\$ 64,050.00	\$ 64,050.00
7	TRANSPORT COMPONENTS TO CONTRACTOR'S BASE OF OPERATION	L SUM	1	\$ 10,000.00	\$ 10,000.00
8	T.V. WELL SURVEY AND FURNISH FLASH DRIVE COPY TO CITY FOR RECORD	L SUM	1	\$ 1,500.00	\$ 1,500.00
9	SANDBLAST EXISTING COLUMN PIPE AND PITLESS ADAPTER SPOOL AND NIPPLE FOR INSPECTION	L SUM	1	\$ 4,300.00	\$ 4,300.00
10	DISASSEMBLE BOWL ASSEMBLY, INSPECTION AND MICROMETER REPORT	L SUM	1	\$ 3,400.00	\$ 3,400.00
11	8", SCHEDULE 40, T&C 20 FT. RANDOM LENGTH A-53 OR API 5-L LINE PIPE WITH (2) STAINLESS STEEL SET SCREWS EACH COUPLING. COUPLINGS TO BEAR API MONOGRAM STAMP	LF	200	\$ 100.00	\$ 20,000.00
12	8" COLUMN SURGE CONTROL VALVE	EA	2	\$ 1,580.00	\$ 3,160.00
13	REPLACEMENT 8" COUPLINGS	EA	5	\$ 340.00	\$ 1,700.00
14	3/8" X 5/8" STAINLESS STEEL COUPLING SET SCREWS	EA	80	\$ 0.70	\$ 56.00
15	ADAPTER SPOOL O-RINGS	EA	2	N/B	\$ -
16	CUTTING AND RETHRADING ENDS OF ANY SALVAGEABLE COLUMN PIPE	EA	15	\$ 255.00	\$ 3,825.00
17	FURNISH AND APPLY EPOXY COATING TO INTERIOR AND EXTERIOR OF REPLACEMENT OR EXISTING COLUMN PIPE	LF	796	\$ 32.00	\$ 25,472.00
18	DISASSEMBLE BOWL ASSEMBLY, INSPECTION AND MICROMETER REPORT	L SUM	1	N/B	
19	REBUILD BOWL ASSEMBLY WITH NEW BRONZE WEAR RINGS AND BUSHINGS TO FACTORY SPECIFICATIONS AND REASSEMBLE WITH EXTERIOR EPOXY COAT	L SUM	1	\$ 21,900.00	\$ 21,900.00
20	INSPECTION AND SERVICE OF BYRON JACKSON SUBMERSIBLE MOTOR INCLUDING REPLACEMENT OF SUBMERSIBLE OIL, GASKETS, AND FILTERS WITH AUTHENTIC FACTORY SUPPLIED BYRON JACKSON MATERIALS	L SUM	1	\$ 12,000.00	\$ 12,000.00
21	BYRON JACKSON FLAT CABLE MOTOR LINK	L SUM	1	\$ 11,856.00	\$ 11,856.00
22	STAINLESS STEEL CABLE GUARD	EA	1	\$ 964.00	\$ 964.00
23	HYPOT TEST THE SUBMERSIBLE CABLE WITH WRITTEN REPORT TO CITY	L SUM	1	\$ 2,920.00	\$ 2,920.00
24	REMOBILIZE WITH PUMP COMPONENTS, REINSTALL PUMP, TEST FOR MINIMUM 4 HOURS AND DEMOBILIZATION OF EQUIPMENT AND SITE CLEAN UP	L SUM	1	\$ 86,750.00	\$ 86,750.00
25	1-1/4" PVC TRANSDUCER CONDUIT AND ACCESSORIES	L SUM	1	\$ 2,700.00	\$ 2,700.00
				TOTAL	\$ 754,403.00
ALTERNATE BID ITEMS					
ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
A	STAINLESS STEEL IMPELLER SHAFT	1	EA	\$ 2,560.00	\$ 2,560.00
B	ADDITIONAL TEST PUMPING	HOUR	1	\$ 678.00	\$ 678.00
C	BAILING WELL	HOUR	1	\$ 817.00	\$ 817.00
D	CAST IRON BRONZE FITTED REPLACEMENT SUBMERSIBLE BOWL ASSEMBLY COMPLETE. (BYRON JACKSON 11 STAGE 11 MQH WITH COS OF 850 GPM AT 750' TDH)	L SUM	1	\$ 52,847.00	\$ 52,847.00
E	GUARANTEED DELIVERY OF REPLACEMENT BOWL ASSEMBLY	DAYS		N/B	N/B DAYS

Vendor

LAYNE CHRISTENSEN COMPANY

 <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 Authorizing a Service Agreement for Water Well Development</b>	
	Presenter:	<b>Tim Wilson</b>	
<b>Meeting:</b> Government Services Committee		<b>Date:</b> February 26, 2024	
<b>Proposed Cost:</b> \$ 315,000		<b>Budgeted Amount:</b> \$315,000	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> None			
<p><b>Executive Summary</b> (if not budgeted, please explain):</p> <p>As a result of long-term City growth, drinking water well capacity was identified in the City Water Master Plan. Over the last several years the Public Works team has been working on these capacity projects. The first project was Well #7 &amp; #13 combination which is expected to be completed in Spring 2024. The second project is the drilling of the deep well near Well # 8 site. Council approved the design portion project in November 2023. This capacity project is expected to be completed in 2025-2027.</p> <p>With the completion of the two approved projects and based projected developments, the City will still have a water deficiency of 500,000 gallons per day. In order to make up the difference in capacity a third project of drilling of additional shallow aquifer wells was identified. Unlike deep wells in the region shallow wells takes additional locating and test drilling. The City recently published an RFP for the drilling and test pump services. On January 8<sup>th</sup> the City only received one proposal from the firm of Layne Christensen Company.</p> <p>The proposal includes unit cost and hourly rates to help the City identify a shallow drinking water well location. Some of the services include hydrogeologic analysis (drilling small to identify native rock formations). Once a suitable site is found, they will drill a larger well so the City can test the aquifer capacity and water quality, providing a professional opinion on the well capacity and well screen designs.</p> <p>This type of work requires special equipment and expertise. Layne is one of the only firms in the area that provides this service. Over the last fifty years, Layne has drilled all of the City wells and has provided test drilling services. The proposed contract is for two years, and depending on budget approval the City is expected to spend about \$300,000 - 400,000 annually. Staff recommends to approve and award the unit rate contract to Layne Christensen.</p>			
<b>Attachments</b> (please list):			
*Layne Submittal			
<p><b>Recommendation/Suggested Action</b> (briefly explain):</p> <p>Recommendation to Approve a Resolution Authorizing a Two-Year Service Agreement for Water Well Development to Layne Christenson Company based on the hourly and unit cost provided.</p>			



# CONTRACTOR RESPONSE TO REQUEST FOR PROPOSAL

City of St. Charles, IL



**Water Well Development Project**  
**City of St. Charles, IL**



January 8, 2024



January 8, 2024

City of St. Charles  
2 East Main Street  
St. Charles, IL 60174

**Attn: Procurement Department**

**Subj: Water Well Development Project  
City of St. Charles, IL**



To Whom It May Concern:

Thank you for considering Layne Christensen Company for the above-mentioned project. Layne is excited to provide the City with the background and evidence to prove why Layne Christensen Company is the partner of choice for this most important project.

This proposal is based upon your request for proposal dated December 6, 2023. Layne has extensive experience drilling test borings for these types of projects. Layne has a proven track record of safely and successfully completing projects of this nature. Our proposal will demonstrate that we have the proper personnel, equipment, tooling, and experience to complete this program in a manner to meet your expectations.

Through our prior experience we hope that we have been able to prove to you that we are the team that you can trust. Through every step of the way, our group of industry-leading professionals will provide transparency and partnership so that your team will always feel that they are receiving the best cost, quality, schedule, and safety for your construction dollar. Through our project experience you can rest assured that our staff will always utilize the best practices of the industry to ensure a quality project is being delivered with a best value approach every step of the way.

The Layne Christensen Company team appreciates the opportunity to present this proposal to the Village of Cherry Valley. We look forward to further discussing the experience and value we can bring to your project.

Sincerely,

A handwritten signature in black ink that reads "Brian M. Snelten". The signature is written in a cursive style and is contained within a light gray rectangular box.

Brian Snelten  
Area Manager, P.G.  
[Brian.Snelten@gcinc.com](mailto:Brian.Snelten@gcinc.com)



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## SECTION 01 GENERAL COMPANY INFORMATION AND EXPERIENCE

### ABOUT LAYNE

**Established in 1882, Layne offers a rich history of delivering safe, professional, and reliable water solutions throughout North America.**

Layne began as a domestic water-well drilling company in South Dakota. From those humble roots Layne has evolved into a national water and minerals solutions provider serving both public and private sectors. In June 2018, Layne became a wholly owned subsidiary of Granite Construction, Inc. Layne is headquartered in the Woodlands, Texas and has 24 offices from upstate New York to Southern California.

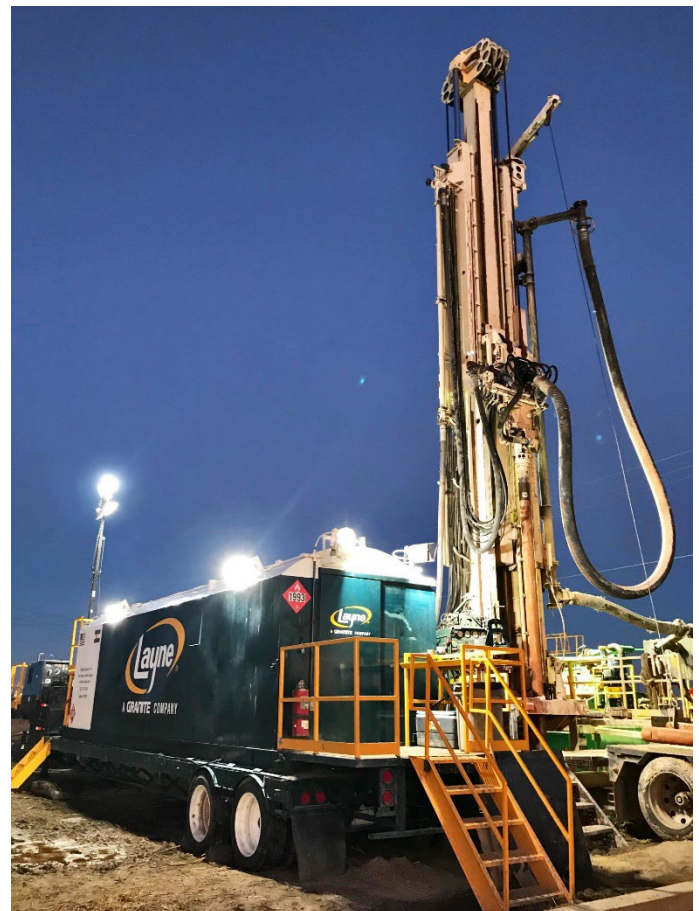
From water-well drilling to related infrastructure services, Layne is an expert at providing solutions to their clients for their water needs, with an enduring commitment to safety. Our specialties include water-well drilling, specialized drilling techniques, pump design and service, well rehabilitation, and water treatment. Layne offers comprehensive solutions for government agencies, commercial and municipal water suppliers, industrial, and agricultural clients. Layne teams identify and develop new water sources and deliver potable water to communities and facilities throughout North America.

Water users look to Layne when they are seeking a trusted partner that will consistently deliver projects safely, on time, on budget, and as promised. Layne’s full circle of water solutions provide clients a single point of accountability for even the most complex projects. With 142 years of experience, Layne has earned a reputation for minimizing risk while maximizing peace of mind through operational excellence and client satisfaction.

The water resources division is the national leader in water wells. Layne has drilled nearly 1,000 wells in the past 5 years alone, with a combined pumping capacity of 1 billion gallons per day. In Layne’s 130+ year history, we have successfully completed more than 50,000 water wells. As a trusted partner, our team provides capabilities to optimize our customers assets. Our team is largely

comprised of veteran employees providing exceptional service that renders success to each client by increasing production, improving efficiency, and reducing cost.

**Layne is uniquely qualified to safely complete the work under this contact per expectations of the City of St. Charles, IL.**



## CORPORATE RESOURCES



**Granite Construction Incorporated** offers a national workforce of 7,200 and a combined revenue of \$3.4 billion annually. As an industry leader in the transportation, water resources and mineral exploration markets throughout North America, Granite provides infrastructure solutions for construction, program management, alternative procurement, and is a vertically integrated contractor with aggregate materials reserves throughout the U.S.

**RECENT ACCOLADES:**

- 2019, Named to World's Most Ethical Companies List for ten consecutive years
- 2018, Forbes Magazine, one of America's Best Mid-Size Employers
- 2018, Engineering News Record (ENR) Magazine Top 400 Contractors List - Ranked #24
- 2018, ENR Sourcebook, #1 Highways, #5 Mining, #6 Solar, #7 Bridges, #10 Dams/Reservoirs, #16 Airports, #17 Mass Transit/ Rail, #21 Power

**SAFETY BY CHOICE**

The protection of our employees, the public and the environment is at the core of everything we do. Safety is more than a business commitment—it's our moral obligation.

**MARKETS**

Granite specializes in complex infrastructure projects for transportation, industrial and specialty markets.

**SERVICES**

General Contracting, Construction Management, Design-Build, CMAR, CM/GC, Pavement Preservation, Disaster & Emergency Response, and Construction Materials Testing.

**NATIONAL WORKFORCE**

7,200 employees

**HEADQUARTERS**

Established in 1922, Corporate Headquarters located on 585 West Beach St., Watsonville, CA 95076. Phone (831)724-1011

**STOCK MARKET/TRADING SYMBOL**

New York Stock Exchange (NYSE: GVA) and is part of the S&P MidCap 400 Index, the MSCI KLD 400 Social Index and the Russell 2000 Index.

**OFFICE LOCATIONS**

Granite and its subsidiaries operate over 75 office locations throughout the United States, Canada, Mexico, and South

America.

**EQUIPMENT FLEET**

Granite's equipment fleet exceeds \$650 Million and includes more than 1,500 pieces of heavy equipment and 3,500 trucks, trailers, and vehicles.

**CONSTRUCTION MATERIALS**

Granite operates 50 aggregate facilities throughout the west, producing specialty aggregates, sand/gravel, and asphalt concrete.

**ANNUAL REVENUE & BONDING CAPACITY**

\$3.4 billion annual revenue

\$5 billion aggregate bonding capacity





### LAYNE CORPORATE COMMITMENT TO THE CITY OF ST. CHARLES, IL

Layne's senior management teams support the effort to secure and complete this project work. Senior management has provided its support in committing company-wide resources to successfully complete this project.



## SECTION 02 STATEMENT OF WORK

### TECHNICAL APPROACH

#### Phase I

Layne has partnered with INTERA Incorporated to assist with hydrogeologic analysis of the testing data collected by Layne during the field testing of the project. Layne and INTERA will meet with the City of St. Charles and their engineering firm to locate the testing location(s) prior to mobilization of field equipment. Upon agreement of all parties, Layne will move forward with conducting of the field operations.

#### Phase II

Layne will utilize dual wall reverse circulation (DWRC) drilling to drill a 5-inch borehole from surface to a depth of 200 feet below ground surface (bgs). During this phase of drilling, samples will be collected at 5-foot intervals and at formation changes. These samples will allow us to determine the grain size of the native formation and properly design a gravel pack and well screen to prevent fine-grained materials from entering the well and pumping system. The test hole will be airlifted with the drilling rods to guesstimate the approximate flow of water from the test hole. It should be noted that a max flow of 200 gallons per minute (GPM) is possible due to the size of the drill rod diameter. If Phase III is not selected while in the field, the borehole will be abandoned, and the drilling equipment demobilized from the Site.

#### Phase III

It is assumed based upon the project specifications that a monitoring well will be installed while the drilling rig is still onsite. The monitoring well will be installed utilizing "overshot" casing drilled to the extent of the bottom of the borehole and a 2-inch PVC screen and riser pipe be installed. The overshot casing will be pulled, and a bentonite seal placed from the top of the screen to the surface. The monitoring well will then be developed using the air from the rig to develop the screen as much as possible.

The samples will be submitted for grain analysis to determine the proper gradation of a filter pack and permanent screen design. Upon the completion of the grain analysis, INTERA will again work with Layne to determine the optimal design for a test well to be constructed at the site for a test well.

#### Phase IV

During Phase IV, Layne will remobilize to the project and install a 10-inch casing with a telescoped 8-inch screen. It is understood that the actual size/depths will be predetermined prior to mobilization. Layne will utilize DWRC drilling to advance a 16-inch borehole to the predetermined depth and install the 10"x8" casing/screen and utilize the drilling rig to airlift the well prior to demobilizing the drilling equipment prior to pump testing.

Next, Layne will install a test pump to develop and test the well. The test pump design will be determined by the team prior to installation to meet a predetermined flow rate and head requirement. While the specifications call for a 48-hour pump test, it has been recommended by INTERA to run a 72-hr test for an unconsolidated aquifer to fully stress the aquifer and pipe the test discharge far enough from the well as to not artificially recharge the aquifer during the testing.

Water level information will be collected from the monitoring well using an in-situ pressure transducer to collect information on a continual basis during the testing. Water level information inside the well will be either tested using an airline reading or another in-situ pressure transducer. Should the City choose to extend the pumping test length, Layne will bill for extra work based upon the submitted pricing.

Upon completion of the testing, a final report will be prepared to discuss the aquifer coefficient of transmissivity/storativity, well efficiency, apparent safe well yield and the radius of influence. This report will also include any final well design changes if needed including well and screen designs. This report will be discussed with the team upon review.

### **ASSUMPTIONS/EXECPTIONS**

Layne has assumed the following in preparing this proposal:

- Layne will obtain J.U.I.L.E. one-call dig clearances for all drilling locations prior to mobilization.
- Layne is proposing a 10-hr per day, 5-day work week for the project during drilling operations.
- Any delays in site work not caused by Layne is subject to the hourly rate for stand by for equipment and personnel.
- Water for drilling will be made available to Layne within 500 feet of the drill site at no additional cost that can be utilized for drilling activities if needed.

- All drilling cuttings/development water can be discharged to the ground within 200 feet of the drilling location. Layne is not responsible for water run off in any direction at any location. Any offsite disposal will be subject to hourly rates for equipment and driver and disposal fees if disposal location changes.
- Any drilling beyond a depth of 200 ft bgs will incur a per foot charge, including additional pricing per foot for abandonment materials.
- Layne has assumed normal drilling conditions based with no lost circulation, caving formations or swelling clays or slow penetration rates below 20 feet per hour. Should Layne experience any of the above we will promptly notify the TAI of a differing site condition and any associated cost implications.
- **Layne is not responsible for water quality, quantity, or freedom of sand at any given depth or flow rate.**
- The bid is a complete package and cannot be modified without prior written authorization from Layne. Also, this is an estimate, and the final invoice will reflect actual quantities utilized in the field which are properly documented in accordance with Layne's attached Unit Price Schedule.
- A mutually agreeable subcontract agreement will be negotiated prior to mobilization.
- Layne has assumed no payment and/or performance bonds in this proposal.
- Layne is not responsible for any landscaping or restoration to surrounding areas as a result of our scope of work during project.

## SECTION 03 PROPOSAL

## Water Well Development ES2023-47

For Services Completed between awarded date to April 30, 2024

Item	Description	Quantity	Unit	Unit Cost	Total Price	Totals
Test Hole (200 feet)	Mobilization (To City, Not Per Site)	1	LS	\$38,500.00	\$ 38,500.00	
	Drill 5" Hole to Bed Rock	200	FT	\$ 35.00	\$ 7,000.00	
	Sieve Analysis	1	LS	\$ 1,500.00	\$ 1,500.00	
	Abandon	200	FT	\$ 16.00	\$ 3,200.00	
	Final Report (Per Site)	1	LS	\$12,000.00	\$ 12,000.00	
						<b>\$ 62,200.00</b>
Observation Well Conversion	Run Overshot to full depth	200	FT	\$ 45.00	\$ 9,000.00	
	Set 2" PVC to full Depth	200	FT	\$ 90.00	\$ 18,000.00	
	Develop Well with Rig	8	HR	\$ 850.00	\$ 6,800.00	
						<b>\$ 33,800.00</b>
Test Well (200')	Mobilization (To City, Not Per Site)	1	LS	\$45,000.00	\$ 45,000.00	
	Drill 16" to Full Depth	200	FT	\$ 100.00	\$ 20,000.00	
	Furnish and Install 8" Screen	20	FT	\$ 590.00	\$ 11,800.00	
	Furnish and Install 10" Casing	180	FT	\$ 145.00	\$ 26,100.00	
	Furnish and Installed Test Pump Including Generator	1	LS	\$37,200.00	\$ 37,200.00	
	Develop the Well for a Minimum of 24 Hours	24	HR	\$ 1,500.00	\$ 36,000.00	
	Perform 24 Well Pump Test to Waste	24	HR	\$ 1,650.00	\$ 39,600.00	
	Analysis and Final Report	1	LS	\$21,500.00	\$ 21,500.00	
						<b>\$237,200.00</b>

For Services Completed between May 1, 2024 to April 30, 2025

Item	Description	Quantity	Unit	Unit Cost	Total Price	Totals
Test Hole (200 feet)	Mobilization (To City, Not Per Site)	1	LS	\$42,350.00	\$ 42,350.00	
	Drill 5" Hole to Bed Rock	200	FT	\$ 39.00	\$ 7,800.00	
	Sieve Analysis	1	LS	\$ 1,650.00	\$ 1,650.00	
	Abandon	200	FT	\$ 18.00	\$ 3,600.00	
	Final Report (Per Site)	1	LS	\$13,200.00	\$ 13,200.00	
						<b>\$ 68,600.00</b>
Observation Well Conversion	Run Overshot to full depth	200	FT	\$ 50.00	\$ 10,000.00	
	Set 2" PVC to full Depth	200	FT	\$ 99.00	\$ 19,800.00	
	Develop Well with Rig	8	HR	\$ 935.00	\$ 7,480.00	
						<b>\$ 37,280.00</b>
Test Well (200')	Mobilization (To City, Not Per Site)	1	LS	\$49,500.00	\$ 49,500.00	
	Drill 16" to Full Depth	200	FT	\$ 110.00	\$ 22,000.00	
	Furnish and Install 8" Screen	20	FT	\$ 649.00	\$ 12,980.00	
	Furnish and Install 10" Casing	180	FT	\$ 160.00	\$ 28,800.00	
	Furnish and Installed Test Pump Including Generator	1	LS	\$40,920.00	\$ 40,920.00	
	Develop the Well for a Minimum of 24 Hours	24	HR	\$ 1,650.00	\$ 39,600.00	
	Perform 24 Well Pump Test to Waste	24	HR	\$ 1,815.00	\$ 43,560.00	
	Analysis and Final Report	1	LS	\$23,650.00	\$ 23,650.00	
						<b>\$261,010.00</b>

For Services Completed between May 1, 2025 to April 30, 2026

Item	Description	Quantity	Unit	Unit Cost	Total Price	Totals
Test Hole (200 feet)	Mobilization (To City, Not Per Site)	1	LS	\$46,585.00	\$ 46,585.00	
	Drill 5" Hole to Bed Rock	200	FT	\$ 43.00	\$ 8,600.00	
	Sieve Analysis	1	LS	\$ 1,815.00	\$ 1,815.00	
	Abandon	200	FT	\$ 20.00	\$ 4,000.00	
	Final Report (Per Site)	1	LS	\$14,520.00	\$ 14,520.00	
						<b>\$ 75,520.00</b>
Observation Well Conversion	Run Overshot to full depth	200	FT	\$ 55.00	\$ 11,000.00	
	Set 2" PVC to full Depth	200	FT	\$ 110.00	\$ 22,000.00	
	Develop Well with Rig	8	HR	\$ 1,030.00	\$ 8,240.00	
						<b>\$ 41,240.00</b>
Test Well (200')	Mobilization (To City, Not Per Site)	1	LS	\$54,450.00	\$ 54,450.00	
	Drill 16" to Full Depth	200	FT	\$ 121.00	\$ 24,200.00	
	Furnish and Install 8" Screen	20	FT	\$ 715.00	\$ 14,300.00	
	Furnish and Install 10" Casing	180	FT	\$ 176.00	\$ 31,680.00	
	Furnish and Installed Test Pump Including Generator	1	LS	\$45,012.00	\$ 45,012.00	
	Develop the Well for a Minimum of 24 Hours	24	HR	\$ 1,815.00	\$ 43,560.00	
	Perform 24 Well Pump Test to Waste	24	HR	\$ 2,000.00	\$ 48,000.00	
	Analysis and Final Report	1	LS	\$26,015.00	\$ 26,015.00	
						<b>\$287,217.00</b>



## SECTION 04 STAFF RESOURCES AND QUALIFICATIONS

### KEY PERSONNEL

The following personnel (as anticipated) will be committed to the safe, efficient, and effective completion of this project. One Illinois Licensed Professional Geologist will be involved in this project.

Name	Title	Years of Experience
Brian M. Snelten, P.G.	Area/Project Manager and Primary Contact	24
Jason Gray	Asst. Project Manager	4
Jeff Seeger	Aurora Drilling Supervisor	41
Jeff Hart	Layne Drilling Operations Manager (Denver, CO)	35
Bill Diehl	Aurora Pump Supervisor	24
Geoff Davis	Aurora Safety Professional	5
Jerri Burton	Northeast General Manager	40

### LICENSES

Brian M. Snelten, P.G., has an Illinois Water Well Contractor and Pump Installation license. Additionally, Bill Diehl holds an Illinois Water Well Contractor license.

### SUBCONTRACTORS

Layne will utilize INTERA Incorporated for hydrogeological analysis of the test pumping data and assisting with site planning for borehole/well locations. INTERA personnel have in-depth knowledge and experience with the unconsolidated aquifer in the St. Chares area having worked on similar studies in Crystal Lake, Algonquin, North Aurora and South Elgin, Illinois.



### SCHEDULING

**Current drilling schedule will allow Layne to mobilize to site to complete first scope of work prior to April 30, 2024. Future scheduling will be dependent on communication for planned drilling in the future.**

**Having successfully completed other similar projects, Layne is confident that we have the proper resources available to complete this project on time.**

**The foundation of Layne's project execution is open, honest, and daily communication.** Our Operator, Project Manager, and Operations Manager communicate daily. Layne's field crews are provided with a detailed job letter that explains the entire scope of work, completion schedule, major material items deliveries, and the use of subcontractors required to successfully carry out the timely completion of our work.

Our operator will communicate daily with your field representative the status of the work and discuss critical path items that will need coordination between our two companies. Our project manager and field operations manager will communicate with your office project manager frequently to ensure project objectives are being completed as specified.

Our pre-mobilization activities will consist of the following:

- Project scheduling and material ordering will commence once the written contract for the project is executed.
- Utility locates will be initiated as required.
- Obtain any required work permits.
- Ensure field crews have proper training
- Ensure all field equipment has been inspected and readied for field work
- Project submittals will be provided as required. Provide SDS for all chemical products brought onto the site.
- Layne will develop the field performance plan, site-specific health and safety plan, quality

- assurance/quality control plan and activity hazard analysis.
- A pre-mobilization conference will be completed in advance of mobilization to confirm and verify project completion parameters.
- Following the pre-mobilization conference, Layne will mobilize our equipment, tooling, personnel, and materials to the job site.
- Once fieldwork begins, Layne will perform the following items:
  - Daily equipment inspections
  - Daily tailgate safety meetings before the beginning of each work shift
  - Daily communication with the on-site field representative
  - Daily field report completed and signed by the on-site field representative
  - Daily review of QA/QC compliance with all field efforts
  - Daily “look ahead” of upcoming work and complete pre-planning objectives
  - Our on-site field project manager will attend all meetings as required

There will be occasions when our plans and procedures will have to be modified to meet unanticipated conditions, weather conditions, or other unforeseen external factors. These changes will be documented and discussed with your firm as required.



## SAFETY

**Layne considers safety as our number one priority on this project.**

Layne safety performance standards meet and often exceed compliance with federal, state, and local laws and regulations. As a result of this culture, Layne’s safety record has outpaced industry averages because we know that safer employees, contractors, and work environments result in more effective operations.

Layne believes that all accidents are preventable, so we continue to work towards the goal of 100% safe working hours. **Layne’s employee commitment to HSE is as stated below:**

- I will take ownership of safety for myself and those around me.
- I will respect the communities I work in and always be a role model for safe behavior.
- I will assess the risks involved in every task before I begin.
- I will properly inspect, maintain, and operate all vehicles, tools, and equipment.
- I will exercise STOP WORK where I perceive a situation to be unsafe or otherwise have concerns about safety.

At Layne, we have the following expectations of each other:

- We expect that every employee is committed to ZERO incident operations and performing work safely or not at all.
- We expect that employees will follow and hold your co-workers accountable for following all of our safety policies and wearing/using all of the required PPE.
- We expect that employees will report all incidents (injury, illness, property damage, environmental or vehicle) so that we can ensure that we do a thorough incident investigation and prevent reoccurrence.
- We expect that employees will not text and drive and use a hands-free device when talking on a cell phone.
- We expect that employees will do a JSA before each task (at a minimum once per shift for each task)
- We expect that employees will operate and maintain all vehicles, tools, and equipment as if it were your own
- We expect that if an employee sees something that does not look or feel right, they will say something.

**To carry out a safe work environment, Layne will implement the following improvement cycle:**

**1) Plan: Plan the work so that all crew members are protected and know what needs to be done.**

- Participate and follow the daily Take 5 plan
- Be active in protecting oneself, others, the public and the environment
- Participate in safety processes
- Stop and ask for guidance if you do not understand or have any doubts about a how to do something
- Set a plan in motion and stick to the plan
- Follow safe work practices

- Don't deviate from your supervisors Take 5 without approval and a new plan
  - Assess hazards continuously throughout the shift
- 2) **Check: Make sure the plan is the right plan**
- Conduct observations and planned inspections
  - Speak up when an unsafe act or condition is noticed
  - Don't walk by something that is wrong
- 3) **Adjust: Use the information you get from checking. Continue the same path or adjust the plan.**
- Employees notify your supervisor of unsafe work conditions that exist OR that you THINK might exist so the plan can be adjusted.
- Maintain good housekeeping and organization
  - Request training or guidance
  - Report Near Misses
  - Set a good example
- Evaluate the tasks recorded in the Take 5 and note any confusion or additional direction needed
  - Ask for feedback from the crew
  - Supervisors use your observations and inspections to improve the plan.

If required, Layne's HSE department can deliver in-house safety training to any team member requiring it that covers all phases of the health and safety field and it is compliant with the most up-to-date OSHA, MSHA, and DOT regulations.

On the job site, all Layne field employees will possess the necessary personal protective equipment and detailed, site-specific safety information that covers issues including confined space entry, blow out preventers, environmental health and safety plans, and on-site monitoring. Every Layne field employee has Stop Work Authority because every employee is responsible for safety.

Layne has a comprehensive, industry-leading health and safety program, which can be viewed at [www.graniteconstruction.com/company/safety-choice](http://www.graniteconstruction.com/company/safety-choice). All Layne field employees have access to this data in the development and implementation of site-specific health and safety plans.

**Our safety program is composed of, but not limited to, the following:**

- Supervisor's Accident Prevention Manual
- Safety Practices Manual
- Hazard Communication Manual
- Fleet Manual
- Emergency Response Plans
- Site Specific Health and Safety Plan Auditing Forms
- Procedures Mentoring Program

All Layne field employees tasked with project execution have OSHA construction site training (forklifts, backhoes, manlifts, and cranes). Most of the Layne field employees have Red Cross First Aid and CPR training. As required, training compliance documentation can be provided prior to project mobilization.

Our standard personal protective equipment for each field employee is as follows: helmets per ANSI Z89.1-1997, safety glasses with side protection per ANSI Z87.1-1989, steel toed boots per ASTM F2413-11, high visibility vest or shirt per ANSI/ISEA 107-2010, hearing protection and appropriate work gloves. While working in a high dust environment, employees are required to wear dust masks. All company vehicles come equipped with a working-Class A/B/C fire extinguisher, first aid kits, and have current proof of insurance and vehicle registration.

Layne is committed to working diligently and safely on this project.

- ✓ A site-specific health and safety plan will be prepared and administered while on site.
- ✓ Layne will practice a behavioral-based safety program that utilizes a hazard identification risk assessment. Each work shift will begin with a tailgate safety meeting.
- ✓ The crew will review the expected field operations each day and determine what the potential risks are in performing that work. The crew will then review and implement safe work practices to eliminate and/or reduce the risk of a safety incident. All our crews are expected to work in the “green” (safe) zone and to not take any risks with respect to performing their work.
- ✓ All field employees and site visitors can stop work if they feel there is a safety risk associated with performing the work.



## QUALITY CONTROL

**Layne utilizes a large number of reporting measures to ensure quality assurance and quality control for our drilling and test pumping operations.**

These reports would be utilized throughout the project. A typical summary of the items covered in our program would include the following: Non-DOT and DOT travel, rig up operations, review of well design, daily shift reports, daily safety inspections, tailgate meetings per working shift, drilling operations (mud properties, deviation survey, pipe tally, etc.), material inspections prior to installation, well installation (mud thinning operations, casing/screen/tremie tally, annular material installation (actual vs theoretical), etc.), well development (methodology/time spent per foot of screen, material recovered, water quality parameters and test pumping (water quality, sand content, etc.)). Copies of our reporting measures are provided to the Owner. Project specifications are reviewed prior to field work and any project specific items that are not covered in our normal QA/QC program are added to meet the needs of the project.



## EQUIPMENT RESOURCES

**Specification sheet for the Atlas Copco TH60 that will be used on this project is detailed on the following page.**

Layne intends to mobilize the following equipment to the project site.

- Atlas Copco TH60 Drilling Unit
- Flatwater Fleet water truck and associated drill tooling
- Kemtron 500 Gallon trailer mounted mud cleaning system
- F-350 crew truck w/ trailer and support equipment


The equipment listed above will be dedicated to this project on a full-time basis and all the equipment is up to date with annual inspections and certifications.

Layne appreciates the opportunity to provide drilling/testing services for the City of St. Charles, IL on this project. If you have any questions or require any additional information, please do not hesitate to contact me. I can always be reached either in the office at 630.897.6941 or on my mobile at 630.809.2707.

Sincerely yours,

A handwritten signature in black ink that reads "Brian M. Snelten". The signature is written in a cursive style and is centered within a light gray rectangular box.

Brian M. Snelten, P.G.  
Area Manager  
Layne Christensen Company

	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 5.F
	Title:	<b>Recommendation to Approve a Resolution Awarding a 3-Year Unit Cost Bid for Water Treatment Salt</b>	
	Presenter:	Tim Wilson	

**Meeting:** Government Services Committee

**Date:** February 26, 2024

**Proposed Cost:** \$ 128,700

**Budgeted Amount:** \$ 130,000

**Not Budgeted:**

**TIF District:** None

**Executive Summary** (if not budgeted, please explain):

The City advertised and solicited bids for water softening salt. On February 5, 2024, the City received one (1) bid for this project and the results were as follows:

Delivery Type	Annual Est (Tons)	FY 2024- 2025		FY 2025 – 2026		FY 2026 - 2027	
		Price Per Ton	Annual Cost	Price Per Ton	Annual Cost	Price Per Ton	Annual Cost
Dump Delivery	500	\$143.00	\$71,500	\$149.00	\$74,500	\$153.00	\$76,500
Pneumatic Delivery	400	\$143.00	\$57,200	\$149.00	\$59,600	\$153.00	\$61,200
<b>FY Est. Total</b>			<b>\$128,700</b>		<b>\$134,100</b>		<b>\$137,700</b>

The bid included unit prices for a three-year contract. Two delivery methods, pneumatic or dump, are utilized due to site restrictions; therefore, a unit price cost was requested for each.

Salt usage is based on water production; therefore, there might be a slight variation in salt usage from year to year. Currently, the city uses an average of 900 tons of water treatment salt per year, with approximately 400 tons in pneumatic deliveries and 500 tons in dump deliveries.


The sole bidder of Midwest Salt has provided service to the City in the past.

**Attachments** (please list):

None

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

Recommendation to approve a Resolution awarding a three-year unit cost bid to Midwest Salt.

	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 5.G
	Title:	<b>Recommendation to Approve a Resolution Awarding the Bid for 5-year Leaf &amp; Brush Collection Program</b>	
	Presenter:	<b>AJ Reineking, Public Works Manager – Public Services</b>	
<b>Meeting:</b> Government Services Committee		<b>Date:</b> March 18, 2024	
<b>Proposed Cost:</b> up to \$ 588,753/year		<b>Budgeted Amount:</b> \$588,753/year	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> Choose an item.			
<p><b>Executive Summary (if not budgeted, please explain):</b>  The Public Works Department recently solicited bids for a 5-year contract for leaf and brush collection services and received two responses -- Kramer Tree Specialists, Inc. (West Chicago, IL) and Trees "R" Us, Inc. (Wauconda, IL).</p> <p>The bid consisted of 8 total brush collections on a monthly basis from April through November, and 3 total leaf collections spanning a season from late October through early December.</p> <p>While maintaining the schedule for brush collection has never been a serious issue, the short window to execute the leaf program necessitated that additional management tools be included in the scope. These requirements included:</p> <ul style="list-style-type: none"> <li>• The Contractor is to provide a website identifying daily progress for residents to be able to track each collection cycle.</li> <li>• Staff require real-time access to GPS data for all trucks operating in the City.</li> <li>• Cameras must be installed on the trucks to verify that leaf piles were present and collected at the time the trucks went down the street.</li> <li>• Contractor is to ensure that leaf piles are collected from parkways no later than every two weeks during the program.</li> </ul> <p>Trees "R" Us submitted the lowest responsive, responsible price for brush collection. They are the City's current contractor for this service and have performed well for the last five seasons.</p> <p>Trees "R" Us opted not to bid leaf collection services, leaving Kramer Tree Specialists as the sole bidder. Kramer has provided curbside leaf collection services for the City for over a decade, and while mother nature doesn't always allow for a smooth collection season, Kramer has always worked diligently to execute their contract.</p> <p>Given the results of the bids and the capabilities of the bidders, staff feels it prudent to award the brush collection portion of the contract to Trees "R" Us and the leaf collection portion to Kramer Tree Specialists. The leaf and brush collection programs are funded through the Yard Waste fee on residents' monthly utility bills. This is a direct pass-through cost.</p> <p>The cumulative result of the bid will require a 16.6% increase of the Yard Waste fee, from \$4.48 per month to a fixed rate of \$5.22 per month, or \$8.88 annually. It is worth noting that this fee has not increased for the last five years as both Kramer and Trees "R" Us have continued to work through a fixed rate contract since 2019.</p>			
<p><b>Attachments (please list):</b></p> <p>*Bid Tabulation *Revised Yard Waste Fee Ordinance *5-Year Yard Waste Cost/Fee Projections</p>			
<p><b>Recommendation/Suggested Action (briefly explain):</b>  Recommendation to approve a Resolution awarding the bid for the 5-year brush collection contract to Trees "R" Us, Inc. and the 5-year contract for leaf collection services to Kramer Tree Specialists, Inc. in the submitted bid amounts, and to amend the Yard Waste Fee Ordinance to reflect the costs associated with these contracts.</p>			

City of St. Charles  
Leaf and Brush Collection (PS2024-1)

Kramer															
Service	5-YEAR TOTAL PROGRAM COST	Collections per Year	Individual Unit Cost per Collection Years 1 (May 1, 2024 - December 31, 2024) & Year 2 (January 1, 2025 - December 31, 2025)	# of units	Yearly Cost per Unit Years 1 (May 1, 2024 - December 31, 2024) & Year 2 (January 1, 2025 - December 31, 2025)	Yearly cost for all units Years 1 (May 1, 2024 - December 31, 2024) & Year 2 (January 1, 2025 - December 31, 2025)	Optional Year 3 (January 1, 2026 - December 31, 2026): Individual Unit Cost per Collection	Optional Year 3 (January 1, 2026 - December 31, 2026): Yearly Cost per Unit	Optional Year 3 (January 1, 2026 - December 31, 2026): Yearly cost for all units	Optional Year 4 (January 1, 2027 - December 31, 2027): Individual Unit Cost per Collection	Optional Year 4 (January 1, 2027 - December 31, 2027): Yearly Cost per Unit	Optional Year 4 (January 1, 2027 - December 31, 2027): Yearly Cost for all Units	Optional Year 5 (January 1, 2028 - December 31, 2028): Individual Unit Cost per Collection	Optional Year 5 (January 1, 2028 - December 31, 2028): Yearly Cost per Unit	Optional Year 5 (January 1, 2028 - December 31, 2028): Yearly Cost for all units
Brush Collection	\$ 1,273,813.20	8	\$ 3.27	9,405	\$ 26.16	\$ 246,034.80	\$ 3.36	\$ 26.88	\$ 252,806.40	\$ 3.46	\$ 27.68	\$ 260,330.40	\$ 3.57	\$ 28.56	\$ 268,606.80
Leaf Collection	\$ 2,095,528.05	3	\$ 14.20	9,405	\$ 42.60	\$ 400,653.00	\$ 14.84	\$ 44.52	\$ 418,710.60	\$ 15.29	\$ 45.87	\$ 431,407.35	\$ 15.74	\$ 47.22	\$ 444,104.10
<b>Total for Leaf/Brush</b>					\$ 68.76	\$ 646,687.80		\$ 71.40	\$ 671,517.00		\$ 73.55	\$ 691,737.75		\$ 75.78	\$ 712,710.90

Trees R Us															
Service	5-YEAR TOTAL PROGRAM COST	Collections per Year	Individual Unit Cost per Collection Years 1 (May 1, 2024 - December 31, 2024) & Year 2 (January 1, 2025 - December 31, 2025)	# of units	Yearly Cost per Unit Years 1 (May 1, 2024 - December 31, 2024) & Year 2 (January 1, 2025 - December 31, 2025)	Yearly cost for all units Years 1 (May 1, 2024 - December 31, 2024) & Year 2 (January 1, 2025 - December 31, 2025)	Optional Year 3 (January 1, 2026 - December 31, 2026): Individual Unit Cost per Collection	Optional Year 3 (January 1, 2026 - December 31, 2026): Yearly Cost per Unit	Optional Year 3 (January 1, 2026 - December 31, 2026): Yearly cost for all units	Optional Year 4 (January 1, 2027 - December 31, 2027): Individual Unit Cost per Collection	Optional Year 4 (January 1, 2027 - December 31, 2027): Yearly Cost per Unit	Optional Year 4 (January 1, 2027 - December 31, 2027): Yearly Cost for all Units	Optional Year 5 (January 1, 2028 - December 31, 2028): Individual Unit Cost per Collection	Optional Year 5 (January 1, 2028 - December 31, 2028): Yearly Cost per Unit	Optional Year 5 (January 1, 2028 - December 31, 2028): Yearly Cost for all units
Brush Collection	\$ 951,033.60	8	\$ 2.50	9,405	\$ 20.00	\$ 188,100.00	\$ 2.52	\$ 20.16	\$ 189,604.80	\$ 2.55	\$ 20.40	\$ 191,862.00	\$ 2.57	\$ 20.56	\$ 193,366.80
Leaf Collection	NO BID	3	NO BID	9,405		-	NO BID		-	NO BID		-	NO BID		-
<b>Total for Leaf/Brush</b>					\$ 20.00	\$ 188,100.00		\$ 20.16	\$ 189,604.80		\$ 20.40	\$ 191,862.00		\$ 20.56	\$ 193,366.80

Emergency Work Rates *	Unit of Measure	Trees R US				Kramer			
		Rate Year 1 (May 1, 2024 - December 31, 2024) & Year 2 (January 1, 2025 - December 31, 2025)	Optional Year 3 (January 1, 2026 - December 31, 2026)	Optional Year 4 (January 1, 2027 - December 31, 2027)	Optional Year 5 (January 1, 2028 - December 31, 2028)	Rate Year 1 (May 1, 2024 - December 31, 2024) & Year 2 (January 1, 2025 - December 31, 2025)	Optional Year 3 (January 1, 2026 - December 31, 2026)	Optional Year 4 (January 1, 2027 - December 31, 2027)	Optional Year 5 (January 1, 2028 - December 31, 2028)
Foreman (equipment operator)	per hour	\$ 130.00	\$ 130.00	\$ 130.00	\$ 130.00	\$ 105.00	\$ 108.00	\$ 111.00	\$ 114.00
Laborer (Ground man)	per hour	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 100.00	\$ 103.00	\$ 106.00	\$ 109.00
Driver	per hour	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 103.00	\$ 106.00	\$ 109.00	\$ 112.00
Grapple Loader	per hour	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 55.00	\$ 57.00	\$ 59.00	\$ 62.00
Transfer Truck	per hour	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 50.00	\$ 52.00	\$ 54.00	\$ 56.00
Chipper and Truck	per hour	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 55.00	\$ 57.00	\$ 59.00	\$ 61.00
Disposal of Brush or Chips	per cubic yard	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00

\* This section is only applicable to extra work authorized by the City in writing. The bidder shall complete all categories applicable to their operation. Emergency rates will not be factored for the basis of award.



**City of St. Charles, Illinois  
Ordinance No. 2024\_\_\_\_\_**

**An Ordinance Authorizing Amendment of Title 3 “Revenue and Finance”, Chapter 3.38, “Yard Waste User Fee”, Section 3.38.010 “User Fee” Of the St. Charles Municipal Code**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, KANE AND DUPAGE COUNTIES, ILLINOIS, as follows:

Section 1. That Title 3 “Revenue and Finance”, Chapter 3.38 “Yard Waste User Fee”, Section 3.38.010 “User Fee”, of the St. Charles Municipal Code, is hereby deleted in its entirety and in lieu thereof the following language shall be substituted:

**3.38.010 User Fee.**

A user fee is hereby imposed upon single family residences or any building that contains six or fewer dwelling units, whether they be occupied or not, in the amounts of \$5.22 each month for FY 24/25 through FY 25/26, \$5.39 each month for FY 26/27, \$5.52 each month for FY 27/28, and \$5.65 each month for FY 28/29.

Section 2. That this Ordinance shall be in full force and effect ten (10) days from and after its passage, approval and publication in pamphlet form as provided by law. The rates set forth herein will be effective with the first billing subsequent to the effective date of this ordinance.

Section 3. That after the adoption and approval hereof this Ordinance shall (i) be printed or published in book or pamphlet form, published by the authority of the Council, or (ii) within thirty (30) days after the adoption and approval hereof, be published in a newspaper published in and with a general circulation within the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2024.

PASSED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED by the Mayor of the City of St. Charles, Kane and DuPage Counties, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2024.

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Lora Vitek, Mayor

ATTEST:

\_\_\_\_\_  
Nancy Garrison, City Clerk

COUNCIL VOTE:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_


APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

DATE: \_\_\_\_\_

**Leaf & Brush Collection Program**  
**5-Year Yard Waste Cost and Fee**

	Leaf Collection	Brush Collection	Annual Total	Monthly Fee	% Increase from previous
Current	\$ 35.79	\$ 17.92	\$ 53.71	\$ 4.48	--
2024/2025	\$ 42.60	\$ 20.00	\$ 62.60	\$ 5.22	16.6%
2025/2026	\$ 42.60	\$ 20.00	\$ 62.60	\$ 5.22	0.0%
2026/2027	\$ 44.52	\$ 20.16	\$ 64.68	\$ 5.39	3.3%
2027/2028	\$ 45.87	\$ 20.40	\$ 66.27	\$ 5.52	2.5%
2028/2029	\$ 47.22	\$ 20.56	\$ 67.78	\$ 5.65	2.3%

 CITY OF ST. CHARLES ILLINOIS • 1834	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 5.H
	Title:	<b>Recommendation to Approve a Resolution to Authorize Issuing a Purchase Order to Contactor “X” for the Reconditioning of Transformer 3T1</b>	
	Presenter:	<b>Paul Hopkins – Public Works Manager – Electric Services.</b>	
<b>Meeting:</b> Government Services Committee		<b>Date:</b> February 26, 2024	
<b>Proposed Cost:</b> \$ 640,000 Not To Exceed amount		<b>Budget FY 25 Requested Amount:</b> \$ 515,000	<b>Not Budgeted:</b> <input type="checkbox"/>

**Executive Summary** (if not budgeted, please explain):

The transformer (3T1) at the City Hall Substation 3 has been in operation since 1983 and is scheduled to be replaced in May 2024. During the process of procuring the replacement transformer there have been extremely long lead times, in excess of 100 weeks and at an estimated cost of \$1,275,000. Recently, the Industry has experienced price increases approaching up to 400% above previous long-term stable prices. Staff has found it necessary and prudent to seek out additional avenues for procuring substation transformers. It is a normal Industry practice to recondition transformers that have not experienced major electrical issues.

The City released a request for bids for reconditioning service of our transformer (3T1) at City Hall Substation 3 that is currently in operation. The bid scope includes the removal of the transformer prior to the arrival of the new replacement transformer, roundtrip transportation and reconditioning of the transformer and providing a warranty. (The reconditioning process is comprised of two steps: first, the transformer is visually inspected and tested, internally and externally, for electrical issues and proper operations, second, after passing the inspection/testing, all oils and auxiliary components are replaced, the exterior is refinished, and then the transformer is retested for electrical issues and proper operations.) A recent failure of some components in the transformer tap changer will increase the original estimated cost.


The City is scheduled to receive three bids on March 1st, which will be evaluated and awarded to the low responsible bidder. The City has not previously refurbished a substation transformer, but as noted above, this is a prudent avenue for the Utility. Staff will conduct thorough reviews of all references provided, and award will be based on lowest responsible bidder with positive reviews and similar project experience.

**Attachments** (please list):

None

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

Recommendation to Approve a Resolution to Authorize issuing a Purchase Order to low responsible bidder for the reconditioning of Transformer 3T1 being replaced at City Hall Substation 3.

 CITY OF ST. CHARLES ILLINOIS • 1834	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		Agenda Item number: 5.1
	Title:	<b>Recommendation to Approve a Resolution to Authorize Issuing a Purchase Order to Schweitzer Engineering Laboratories (SEL) Engineering Services for SCADA integration</b>	
	Presenter:	<b>Paul Hopkins – Public Work Manager – Electric Services</b>	
<b>Meeting:</b> Government Services Committee		<b>Date:</b> March 4, 2024	
<b>Proposed Cost:</b> \$ 104,157		<b>Budget FY 25 Requested Amount:</b> \$ 103,000	<b>Not Budgeted:</b> <input type="checkbox"/>

**Executive Summary** (if not budgeted, please explain):

Electric Utilities depend on Supervisory Control and Data Acquisition (SCADA) systems to monitor and control equipment throughout their transmission and distribution infrastructure. SCADA systems consist of two major components, Human Machine Interface (HMI) and Historian. The HMI provides users an interface to view real time data and issue commands to operate equipment. The Historian stores and logs all data that the SCADA system aggregates.

The City’s existing SCADA system is provided by Open System International (OSI), which was acquired by Emerson in CY2020. In the recent years OSI’s performance and service support have not met the City’s expectations and needs. Additionally, OSI’s HMI requires specialized training to maintain and their Historian only stores the past twelve (12) months of data.

Schweitzer Engineering Laboratories (SEL) is the City’s standard for the system’s protective devices (relays). SEL’s HMI system operates on an open platform that is easily accessible and more familiar to technicians and operators in the electrical industry. To complete the SCADA system integration, it will require the upgrade of existing equipment and engineering services to design the SCADA architecture. The City has worked with SEL Engineering in the past and can attest to SEL’s familiarization of the City’s infrastructure, quality and performance of work. Fiscal Year 2025’s budget is for the initial system platform with the installation required for the City Hall Substation 3.

Future fiscal years will include the uniform budgeting for the upgrading the SCADA components and installing the architecture at the remaining Substations, and Staff will seek Council’s purchase order approval for each fiscal year’s installations.

**Attachments** (please list):

\*SEL Quotation

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

Recommendation to Approve a Resolution to Authorize issuing a Purchase Order to Schweitzer Engineering Laboratories (SEL) Engineering Services for SCADA implementation.



**QUOTATION NUMBER: 033853.001.00 Rev 1 – City of St. Charles - RTAC & HMI Programming**

<b>Customer</b>	<b>SEL Engineering Services, Inc. (SEL ES)</b>
Giovanni McLean, Assistant Public Works Manager	02/22/2024
City of St. Charles	Brian Kennedy, P.E., Senior Engineer – Protection
2 East Main Street, St. Charles, IL 60174	2350 NE Hopkins Court, Pullman, WA 99163 USA
Office: +1.630.443.3957	Office: +1.509.334.8103; Cell: +1.313.316.4160
Email: gmclean@stcharlesil.gov	Email: brian_kennedy@selinc.com

Sales Representative Contact Information	
Erik Hanssen Utility Sales A Star Electric Company Office: +1.847.439.4122 Cell: +1.847.439.1512 Email: erik@astareg.com	

Quote Details	
Description	SEL Engineering Services, Inc. (SEL ES) is providing this document in response to a call and emails, by Giovanni McLean.
Scope of Work/ SEL ES Deliverables	<p><b>Automation Settings</b></p> <p>SEL ES will use real-time automation controller (RTAC) web-based human-machine interface (HMI) software as the HMI to monitor the data retrieved from the IED as well as to send controls. The data displayed on the HMI are based on the I/O points list and are limited to data available from the IEDs. The following screens will be developed as part of the HMI system:</p> <ul style="list-style-type: none"> <li>• Five (5) overall one-line screens</li> <li>• Fifteen (15) relay detail screens for monitoring and breaker control</li> <li>• Five (5) alarm screens to view and acknowledge active alarms</li> </ul> <p>Please note that this building and any future upgraded buildings will have independent HMIs. The data from other buildings will not be displayed. However, if a network is available between buildings, the other building HMIs could be accessed from any of the building’s computers.</p> <p><b>Commissioning Support Services</b></p> <ul style="list-style-type: none"> <li>• SEL ES will provide up to three (3) days of onsite support by one (1) SEL ES engineer at the Customer’s facility in St. Charles, IL. Support will be provided in one (1) mobilization. This includes the cost of travel and related expenses.</li> </ul>

*Confidentiality Notice:* The information contained in this query is privileged and confidential information and is intended solely for the use of the individual or entity to whom it is addressed. If you are not the intended recipient or the person responsible for delivering the material to the intended recipient, you are hereby notified that any dissemination, disclosure, copying, or distribution of this communication is strictly prohibited. If you received this communication in error, please notify us immediately by telephone and destroy this material accordingly.

## Quote Details

- SEL ES will provide a commissioning plan for the customer to review and approve two (2) weeks prior to site services.
- SEL ES will also provide and/or complete the following:
  - Upload settings
  - Verify communications to IEDs

### Documentation Deliverables

SEL ES will provide the following documentation to the Customer:

- A Functional Design Specification document that describes the network, documents the IP addresses, points list and other project pertaining information.
- Commissioning plan.
- As-left RTAC and other communication settings files and documentation.
- Field Service Report.
- Meter settings file (.rdb) software format
- Relay I/O points list in Excel (.xlsx) format
- RTAC settings file in (.exp) software format
- RTAC HMI backup in (.hprb) software format
- Initial HMI screens in (.pdf) file format

### Deliverables to SEL ES

The Customer will provide the following items to SEL ES:

- Customer outage plan.
- Primary equipment switching steps and lockout/tagout procedure with dates.
- Customer example ICTR plans, if available.
- Site-specific/Customer training requirements.
- Required personal protective equipment.
- Site point of contact information and site address.
- Provide existing drawing – AutoCAD or MicroStation.
- Determine how company handles drawing revisions/numbers/letters or use SEL standard.
- Existing equipment points list, new points list and IP addresses.

### Clarifications

- Commissioning schedule will be based on availability of staff at the time the outage dates are confirmed and locked in. Commissioning will not be scheduled on holidays, weekends, or outside standard dayshift work hours.
- Unless otherwise stated above, the SEL ES commissioning scope of work considers testing of SEL equipment only.
- The Customer will perform all lock-out tag-out (LOTO) switching, grounding operations, and create all required switching orders and LOTO work permits.

Quote Details	
Clarifications or Exceptions	For safety reasons, SEL ES personnel will not plan to work more than 10 hours per day. Should job requirements dictate work hours in excess of 10 hours per day, SEL ES and the Customer must review the requirements and agree on an appropriate plan that addresses safety concerns and the reasonableness of the hardship that the excessive hours place on SEL ES personnel.
Price (USD)	<b>\$104,653.00</b>
Delivery	A schedule for delivery will be developed upon receipt of purchase order, agreed upon terms and acceptable credit review.

To accept this quote and attached terms, please sign, date, and return this quote. All purchase orders shall be issued to SEL Engineering Services, Inc.	
_____	_____
Customer Signature	SEL ES Signature
_____	_____
Customer Name (Printed)	SEL ES Name (Printed)
_____	_____
Title	Title
_____	_____
Date	Date

Contract Information (to be completed by Customer)	
Customer PO/Ref#:	Contract Amount:
Ship To Address:	
Bill To Address:	

Commercial Details		
Contract Conditions	This quote is subject to SEL ES Terms and Conditions (attached).	
Payment Terms	Net 30 Days	
Payment Schedule	Milestone Activity	Price (USD)
	1. Purchase Order Received	\$10,000.00
	2. Issued for Review FDS	\$80,000.00
	3. Completion of Commissioning Support	\$14,157.00
	<b>Total</b>	<b>\$104,157.00</b>
Validity	This quotation is valid for 60 days. SEL ES reserves the right to withdraw this offer if mutually accepted credit terms cannot be agreed upon.	
Goods and Services Tax	All quoted prices are exclusive of any sales, value-added, or similar taxes, which will be added, if applicable, at the statutory rate(s) at the time of invoicing.	



## SEL ENGINEERING SERVICES, INC. TERMS AND CONDITIONS

**1. Applicable Terms and Conditions.** These terms and conditions (“Terms”) and the SEL Proposal constitute the entire agreement between Customer and SEL Engineering Services, Inc. (“SEL”) with respect to the Project. “Project” means the project described in the attached Proposal. These Terms supersede any prior or contemporaneous, verbal or written, agreements, negotiations, commitments, representations, or correspondence between the parties, including any terms and conditions on any purchase order form. All sales are expressly limited to these Terms and are conditional on Customer’s assent to these Terms. SEL hereby expressly rejects any representation, express or implied warranty, course of performance or dealing, trade usage or any different or additional terms and conditions not set forth herein unless expressly agreed to in writing and signed by an authorized officer of SEL. Any Schweitzer Engineering Laboratories, Inc. (“SEL, Inc.”) products purchased in conjunction with the Project shall be subject to the then-current SEL, Inc. product sales terms, which are available at SEL’s website at [www.selinc.com/termsandconditions/unitedstates](http://www.selinc.com/termsandconditions/unitedstates) and incorporated herein by reference. Training provided by SEL University is governed by the SEL University Terms and Conditions posted on SEL’s website at [www.selinc.com/termsandconditions/seluniversity/](http://www.selinc.com/termsandconditions/seluniversity/).

**2. SEL Responsibilities.** SEL shall furnish the necessary engineers and technicians to provide the engineering services set forth in the Scope of Services. The professional obligations of SEL’s design professionals shall be undertaken and performed in the interest and on behalf of SEL in accordance with applicable laws and regulations governing such design professionals and generally accepted engineering practices prevailing in the jurisdiction where the Project is located. Nothing contained in these Terms shall create any professional obligation or contractual relationship between the individual professionals and Customer. SEL shall assist Customer in obtaining any necessary approvals of professionally-sealed drawings, and shall assist Customer in obtaining necessary approvals from governmental authorities having jurisdiction over the Project.

**3. Customer Responsibilities.** Customer shall provide SEL with full information regarding the requirements for the Project, and SEL shall be entitled to rely on such information. Any tests, data of any kind or reports of Customer’s other consultants or independent contractors shall be furnished with reasonable promptness and SEL shall be entitled to rely upon their sufficiency, accuracy, and completeness without further inquiry. Customer shall provide all information requested by SEL relating to the Project expeditiously and shall render decisions pertaining thereto in order to avoid delay in the orderly progress of the design and construction of the Project. Failure to comply with this requirement may result in additional costs and delays, which shall be Customer’s sole responsibility. Customer will ensure that SEL’s personnel or representatives are provided a safe and secure work environment at all times while they are on site to enable work to be carried out. SEL may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from the site, suspend performance, and/or remotely perform or supervise work. Any such occurrence shall be considered an excusable event. Customer shall reasonably assist in any such evacuation.

**4. Changes and Delays.** Changes in scope or modification of Services will result in the contract amount and schedule being equitably adjusted. SEL is not obligated to proceed with any change until both parties agree upon such change in writing. SEL shall be entitled to an equitable adjustment in the price and schedule in the event of any changes in the law or engineering standards impacting SEL’s obligations or performance under this Agreement. Any order delayed at Customer’s request shall be subject to the prices and Terms in effect at the time of release of such delay. Any such order delayed beyond a reasonable period (as determined in SEL’s sole discretion) shall be treated as a Customer termination, and Customer shall be responsible for payment of all outstanding invoices, any actual costs incurred up to the date of termination and a 20% cancellation fee on the remaining unbilled balance. When Products are ready for shipment and shipment cannot be made due to Customer’s request, SEL shall submit an invoice for such Products payable upon receipt thereof and shall store such Products on Customer’s behalf. In such event, risk of loss shall pass to Customer upon moving such Products to storage, and all expenses incurred by SEL in connection with such storage, including without limitation demurrage, cost of preparation for storage, storage charges, insurance (if SEL chooses, at its sole discretion, to purchase such insurance) and handling charges, shall be payable by Customer upon submission of invoices by SEL.

**5. Prices, Taxes and Payment Terms.** Customer must meet the then-current SEL credit requirements to purchase on credit. Customer shall pay SEL in accordance with the agreed upon Proposal. Payments terms are net thirty (30) days from date of invoice if credit is approved. All invoices shall be deemed accurate unless Customer advises SEL in writing of an error within 10 days following receipt. If Customer advises SEL of an error, (i) any amounts corrected by SEL shall be paid within 14 days of correction or within 30 days of the original invoice date, whichever is later, and (ii) all other amounts shall be paid by Customer by the original due date. If Customer requires SEL to use a specific system or tool to process regular business transactions (e.g. invoices, shipment notifications, purchase orders), SEL may charge Customer for any transaction, setup or subscription fees charged to use the system or tool. SEL may suspend work or cancel any outstanding order if Customer fails to make a payment when due and until such payment is made and may impose a late charge of 1.5% per month or the highest applicable rate allowed by law on all amounts not paid when due. SEL shall not be liable for any liquidated damages if SEL suspends work due to the Customer’s late payment or credit issues. If an order is cancelled because of credit issues or late payments, SEL shall be entitled to receive payment of all outstanding invoices, any actual costs incurred to date, and a 20% cancellation fee on the remaining unbilled balance (“Cancellation Charges”). Prices are exclusive of any taxes. If Customer claims a tax or other exemption or direct payment permit, Customer will provide a valid exemption certificate or permit prior to invoicing and will indemnify, defend and hold SEL harmless from any taxes, costs and penalties arising from the same. If Buyer does not provide a valid exemption certification or permit prior to invoicing, Buyer shall be responsible for paying or seeking reimbursement for the taxes invoiced. Any payment made by Customer may be applied to amounts due before being applied to current orders, at SEL’s sole discretion. Notwithstanding the foregoing, Customer’s failure to pay amounts due shall be deemed a material breach of these Terms, and any acceptance by SEL of late payments shall not be deemed a waiver of such breach. To the extent allowed by law, SEL shall be entitled to recover all costs incurred in collecting amounts due from Customer, including without limitation legal fees and other costs (including without limitation disbursements).

**6. Intellectual Property.** SEL retains all its intellectual property rights. All documents, designs, drawings, plans, specifications, and other work product (collectively “Work Product”) prepared by SEL in performing the Project shall not be deemed “works made for hire” for Customer. To the extent that any such Work Product prepared by SEL while performing the Project is integrated into the Project, SEL hereby grants Customer a perpetual, worldwide, non-exclusive, non-transferable, personal, revocable, limited license to use, copy and modify such Work Product for internal business purposes only. SEL’s Work Product and/or designs for other projects shall not be used for any purpose except the applicable Project without first obtaining SEL’s written consent. Customer agrees to indemnify, defend and hold harmless SEL and all related parties from and against any unauthorized use or reuse of Work Product furnished by SEL, and any changes made by Customer or others relating to design documents produced by SEL.

**7. Use of Confidential Information.** In the performance of the Project and/or these Terms, a party may receive documents, materials, data and other confidential information of the other party or its affiliates. The receiving party shall use confidential information solely in performance of the Project and any resulting business transaction between the parties. The receiving party shall use at least the same degree of care (and, in any event, not less than a reasonable degree of care) in protecting the disclosing party’s confidential information as it exercises in protecting its own similar confidential information. Confidential information shall be subject to these Terms for three (3) years following receipt of such confidential information. Confidentiality obligations shall survive the termination of these Terms.

**8. Warranties and Limitation of Liability.** SEL shall perform the Project in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. SEL shall reperform (or, at SEL’s option, pay a third party to reperform) any defective

services at no cost upon receipt of notice detailing the defect(s) within one (1) year of performance of the original services. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, VERBAL, OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE). In no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall SEL liability to Customer or its insurers for any (i) loss or damage exceed the contract price or (ii) if Customer places multiple order(s) under the contract, the price of each particular order for all claims arising from or related to that order, and any liability shall terminate at a reasonable time, not to exceed one (1) year, after provision of services. No claim, regardless of form, arising from these Terms may be brought more than one (1) year from the date such claim accrues. Claims against SEL are hereby agreed to have accrued not later than the completion of the Project, notwithstanding any laws to the contrary. In no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall SEL be liable for any special, incidental, consequential or punitive damages, including without limitation any loss of profit or revenues, loss of use of associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, downtime costs or claims of Customer's customers for such damages. Customer shall indemnify, defend and hold harmless SEL and all related parties from and against any claims, demands, causes of action, losses, costs and expenses, including without limitation legal fees and other costs, arising directly or indirectly from, as a result of or in connection with the acts or omissions of Customer, its officers, employees, agents or representatives, relating to the Project and/or these Terms, including without limitation any defect or failure or alleged defect or failure in or of any Customer product or operation. Remedies are limited to those set forth in these Terms.


**9. Termination.** Customer may terminate these Terms upon ten (10) business days written notice to SEL in the event the Project is abandoned or otherwise terminated prior to completion. If such termination occurs, Customer shall pay SEL for Cancellation Charges. Customer may terminate the Project if SEL defaults or persistently fails or neglects to perform services in accordance with these Terms. However, such termination is permitted only if Customer provides written notice setting forth the default and SEL fails to begin to correct the default within ten (10) business days after receipt of such notice.

**10. Dispute Resolution.** The laws of the State of Washington, United States of America, excluding conflict of laws principles, shall govern these Terms. Any controversy or claim arising out of or relating to these Terms or the breach thereof shall be settled by binding arbitration administered by the American Arbitration Association in accordance with the Procedures for Large, Complex Commercial Disputes under the Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be Seattle, Washington, United States or another location agreed upon by the parties. The language of the arbitration shall be English. The prevailing party to any dispute shall be entitled to recover legal fees and other costs (including without limitation disbursements, collection costs and the allocated cost of in-house counsel).

**11. Insurance.** SEL shall maintain for its protection the following insurance coverage: (i) Worker's Compensation, Employer's Liability and other statutory insurance required by law with respect to work related injuries or disease of employees of SEL in such form(s) and amount(s) as required by applicable laws; (ii) Automobile Liability insurance with a combined single limit of \$1,000,000 per occurrence; and (iii) Commercial General Liability or Public Liability insurance for bodily injury and property damage with a combined single limit of \$2,000,000 per occurrence, \$4,000,000 annual aggregate. Upon request, SEL will provide a certificate of insurance reflecting such coverage.

**12. Export.** Customer acknowledges that all commodities, software, or technology (collectively "Items") provided by SEL are subject to US export jurisdiction and agrees to comply with all applicable import and export laws, rules, and regulations regarding the transfer of any such Items, including but not limited to, the US Export Administration Regulations 15 C.F.R. Parts 730-774. Customer shall obtain prior authorization from the U.S. Department of Commerce or any other applicable government entities prior to the export, re-export, transfer, diversion, or disclosure any Items provided hereunder, or any direct product thereof, to any destination, end-use or end-user which is restricted or prohibited by US or other applicable laws. Customer also agrees to comply with US anti-boycott laws and regulations when exporting Items.

**13. Miscellaneous.** Any notice pursuant to these Terms shall be deemed given when sent by registered mail, certified mail (return receipt requested), or overnight delivery to an authorized officer at the address listed on the SEL sales order acknowledgment or, if no such address is provided, at the registered headquarters of the other party, or when faxed to 1-509-336-7920 or emailed to legal@selinc.com (receipt confirmed). All rights and duties hereunder shall be for the sole and exclusive benefit of Customer and SEL and not for the benefit of any other party. The assignment or transfer by Customer of any rights or duties hereunder without prior written consent of an authorized officer of SEL shall not relieve Customer of any obligations to SEL. SEL may perform its obligations hereunder personally or through one or more of its affiliates, although SEL shall nonetheless be solely responsible for the performance of its affiliates. SEL may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates or may assign accounts receivable to any party without Customer's consent. Customer agrees to execute any documents necessary to complete Seller's assignment or novation. SEL may subcontract portions of the work so long as SEL remains responsible for the work. Customer shall notify SEL immediately upon any change in ownership of more than fifty percent (50%) of Customer's voting rights or of any controlling interest in Customer. No failure or delay by either party in exercising any right or remedy, or insisting upon strict compliance by the other party with any obligation in these Terms, shall constitute a waiver of any right thereafter to demand exact compliance with these Terms. The invalidity, in whole or in part, of any provision in these Terms shall not affect the remainder of such provision or any other provision and, where possible, shall be replaced by a valid provision that effects as close as possible the intent of the invalid provision. No party shall be liable for failure to perform or delay in performance of any obligation under these Terms (except payments of amounts already due and owing) where such failure or delay results from any events beyond its reasonable control.

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	<b>AGENDA ITEM EXECUTIVE SUMMARY</b>		<b>Agenda Item number: 6.A</b>
	Title:	Recommendation to Approve Street Parking and Lot Closures for the 2024 Fine Art Show	
	Presenter:	Police Chief Keegan	
<b>Meeting:</b> Government Services Committee		<b>Date:</b> February 26, 2024	
<b>Proposed Cost per parade:</b> PW \$770.52		<b>Budgeted Amount:</b> \$	<b>Not Budgeted:</b> <input type="checkbox"/>
<b>TIF District:</b> Choose an item.			
<b>Executive Summary</b> (if not budgeted, please explain):			
<p>The St. Charles Business Alliance is requesting the following street closures for the annual Fine Art Show taking place Saturday, May 25<sup>th</sup> and Sunday, May 26<sup>th</sup>. The street closures will be for the duration of the event, including show set-up and take down:</p> <ul style="list-style-type: none"> <li>• South Riverside Avenue from Main St. to Illinois Avenue from 5 a.m. on Friday, May 24<sup>th</sup> through 8 p.m. on Sunday, May 26<sup>th</sup>.</li> <li>• Walnut Avenue from 2<sup>nd</sup> Avenue to Riverside Avenue from 5 a.m. on Friday, May 24<sup>th</sup> through 8 p.m. on Sunday, May 26<sup>th</sup>.</li> <li>• 2<sup>nd</sup> Avenue from Walnut Avenue to Illinois Avenue from 5 a.m. on Friday, May 24<sup>th</sup> through 8 p.m. on Sunday, May 26<sup>th</sup>.</li> <li>• The shared City parking lot between Riverside and 2<sup>nd</sup> Avenue from 5 a.m. on Friday, May 24<sup>th</sup> through 8 p.m. on Sunday, May 26<sup>th</sup>.</li> <li>• The St. Charles Business Alliance will be adding a new element to the event, “Music and Art on the Plaza,” which will be from 1-3pm on Saturday, May 25, and Sunday, May 26, on the First Street Plaza. There will be a live band along with an artist doing live painting on a canvas.</li> </ul> <p>The applicant has requested temporary electric service and will be responsible for the actual time and material costs expended by the Electric Utility, as well as the electric energy consumption, for the requested temporary service.</p> <p>The event volunteers will remove all barricades from the street once all of the booths are gone. In addition, approval of amplification is needed for the event.</p> <p>The St. Charles Business Alliance is a not-for-profit requesting financial assistance under the City special events policy.</p>			
<b>Attachments</b> (please list):			
None			
<b>Recommendation/Suggested Action</b> (briefly explain):			
Recommendation to approve City street and parking lot closures for the 2024 Fine Art Show.			