

**AGENDA
CITY OF ST. CHARLES, IL
GOVERNMENT SERVICES COMMITTEE MEETING
RONALD SILKAITIS, CHAIRMAN**

**MONDAY, AUGUST 26, 2019, 7:00 P.M
CITY COUNCIL CHAMBERS
2 E. MAIN STREET, ST. CHARLES, IL 60174**

1. CALL TO ORDER

2. ROLL CALL

3. ADMINISTRATIVE

- a. Electric Reliability Report – Information only.
- b. Natural Resources Commission Minutes – Information only.

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. POLICE DEPARTMENT

- a. Recommendation to Approve St. Charles Business Alliance Request for Amplification and to Partially Close 1st Street to Host Lighting of Lights on the 1st Street Plaza.
- *b. Recommendation to Approve Amplification and a Resolution for the Closure of Routes 64 and 31 for the Holiday Homecoming Electric Christmas Parade.

6. PUBLIC WORKS DEPARTMENT

- a. Recommendation to approve Intergovernmental Agreement Relating to the O’Hare Noise Compatibility Commission
- b. Recommendation to award the Bid for 3-Year Parkway Tree Planting Program.
- c. Recommendation to award the Bid for the 2019 Asphalt Patching Program.

- *d. Recommendation to approve a Construction Contract for the John Deutsch Drive Culvert Repairs Project.
- e. Recommendation to award the Bid for Repainting and Repairs to 10th Street Water Tower.
- f. Recommendation to award Capacity, Management, Operations and Maintenance Plan (CMOM) Phase II Sewer System Evaluation Survey of Subbasin Eastern 2 to Engineering Enterprises, Inc.
- *g. Recommendation to award the Bid for Fire Hydrant Painting.

7. EXECUTIVE SESSION

- Personnel – 5 ILCS 120/2(c)(1)
- Pending Litigation – 5 ILCS 120/2(c)(11)
- 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)

8. ADDITIONAL ITEMS FROM MAYOR, COUNCIL, STAFF OR CITIZENS

9. ADJOURNMENT

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. 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).



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 3.a

Title: Electric Reliability Report – Information Only

Presenter: Tom Bruhl

Meeting: Government Services Committee

Date: August 26, 2019

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

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

For Information Only.

Attachments *(please list):*

July 2019 Outage Report

July 2019 Streetlight Repair Report

Recommendation/Suggested Action *(briefly explain):*

For information only.

City of St. Charles
July 2019 (2) Outages

OUTAGE No.	DATE	TIME OFF	TIME ON (Min)	AREA AFFECTED	CIRCUIT No.	CAUSE/RESPONSE	NO. OF CUST.	OUTAGE MINUTES	MAJOR CATEGORY	SUB CATEGORY
1	7/1/2019	3:06 PM	10	Large portion of SE quadrant of the City	13156	No power. Loss of ComEd 13156. ComEd tried picking up previously failed line to Geneva and locked out breaker. They opened up the line and restored.	557	5,570	ComEd	13156
2	7/5/2019	3:04 PM	66	S. 4th St. and S. 5th St.	624	Blown lateral fuse. Squirrel contact at top of cutout. Cleared squirrel from 'T' bracket, pulled ground away from bracket. Refused 40K lateral.	16	1,056	Animal	Squirrel
3	7/6/2019	8:36 PM	79	Dunham Place	713	Primary cable fault. Isolated bad span and restored customers using loop feed.	32	2,528	Equipment	Cable
3	7/6/2019	8:36 PM	0	Large section of the Fox Chase area, half of East HS.	713	Primary cable fault caused momentary on the entire circuit.	668	0	Equipment	Cable
4	7/8/2019	7:26 AM	60	St. Pat's, Cedar St.	315	No power. Squirrel blew transformer fuse and lateral fuse. Removed wildlife and re-fused line after checking equipment.	1	60	Animal	Squirrel
5	7/8/2019	2:00 PM	105	Valley Surgery Center - Dean St.	216	Customer Issue. Scheduled outage for shunt trip repairs.	1	105	Scheduled	Customer
6	7/24/2019	7:09 AM	0	Cedar St., 7th St., Rt. 31, N. Rt. 25,	313/314	No power, instantaneous breaker operation. Squirrel on N. 7th St. Patrolled line and removed wildlife.	450	0	Animal	Squirrel
Total of Interrupted Minutes								9,319		
Total SAIDI*							0.595			
Total of ComEd Interrupted Minutes								5,570		
Total SAIDI without ComEd							0.239			
*System Average Interruption Duration Index (SAIDI)										

Streetlight Repair Report

Expectation: Streetlights will be repaired within 10 days of notification.

Fiscal Year	Number of Lights Repaired	Average Days to Repair
2019	873	5.7

2020

Month Light Was Repaired	Number of Lights Repaired	Average Days to Repair
May	27	10.0
June	27	5.7
July	24	6.1
August		
September		
October		
November		
December		
January		
February		
March		
April		



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 3.b

Title: Natural Resources Commission Minutes – Information only

Presenter: AJ Reineking

Meeting: Government Services Committee

Date: August 26, 2019

Proposed Cost: \$ n/a

Budgeted Amount: \$

Not Budgeted:

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

A duty of the Natural Resources Commission is to advise and consult with the Government Services Committee. The July 11, 2019 Natural Resources Commission meeting minutes are attached.

Attachments *(please list):*

* Natural Resources Commission Minutes – July 2019 meeting minutes.

Recommendation/Suggested Action *(briefly explain):*

For information only.

**MINUTES
CITY OF ST. CHARLES
NATURAL RESOURCES COMMISSION MEETING
RALPH GRATHOFF, CHAIRMAN
JULY 11, 2019**

Members Present: Chairman Ralph Grathoff, Isabella Bernat, Tom Galante, Heather Goudreau, Ryan Johnson, Jillian Leturno, Suzi Myers, Loren Nagy, Claire Norman, Pam Otto

Members Absent: Kathy Brens, Jon Duerr, Chloe Fanning, Lee Haggas, Caroline Wilfong

Others Present: Chris Adesso, Marcelline D'Argento

Visitors Present: None.

1. Call to Order & Pledge of Allegiance

The meeting was convened by Chair. Grathoff at 7:02 p.m.

2. Introduction of Visitors, Comments and Concerns

None.

3. Minutes Review and Approval

Motion to approve and place into the public record the minutes of the June 13, 2019 NRC meeting. Motion by Comm. Galante, second by Comm. Nagy to approve the minutes. Voice vote: unanimous; nays – none. Motion carried at 7:03 p.m.

4. Old Business

A. Arbor Day

Ms. D'Argento reported she had contacted the St. Charles Park District regarding the availability of Mount Saint Mary Park as the venue for the city's 2020 Arbor Day celebration. The Park District generally will not finalize the upcoming year's site availability until November. Ms. D'Argento was informed that the Arbor Day celebration is considered a legacy event, and relocating to Mount Saint Mary Park should be possible. Additionally, the Arbor Day banners do not have date or location-specific information on them and, therefore, can be re-used.

B. Storm Drain Markers

Comm. Goudreau confirmed the second installation of storm drain medallions will be done next Thursday, July 18, 2019 at 6:00 p.m. The group will meet in the parking lot at the Chamber of Commerce and work on the south side of Main Street.

C. Greenest Region Compact Tool

Chair. Grathoff verified that a motion of support by the NRC was needed with regard to the City's participation in the Greenest Region Compact II [Compact]. Mr. Adesso stated the NRC's support would be valuable in securing the approval of the Government Services Committee [GSC] to have the City work toward some of the goals of the Compact. Comm. Myers summarized the NRC intended to use the Compact as a tool to assess what the City has already accomplished and as a guideline for future initiatives and goals.

Motion to support the Greenest Region Compact II and recommend GSC approval of the participation resolution for the Compact. Motion by Comm. Nagy, second by Comm. Myers to approve the resolution. Voice vote: unanimous; nays – none. Motion carried at 7:06 p.m.

Mr. Adesso noted the Compact would likely be on the GSC agenda for the meeting on Monday, September 23, 2019, if the Commissioners would like to attend. A brief three minute presentation will be made during the meeting by City staff and/or Commissioner(s).

5. New Business

Comm. Myers asked if the City is aware of the pathogen that causes sudden Oak death. Mr. Adesso responded affirmatively, and stated the potential impact is not yet known. Plant inspections, not moving firewood across state lines and burning firewood immediately are preventative measures. The City and NRC will monitor this issue.

6. Committee Reports

A. Education Committee

Comm. Myers reviewed the NRC's upcoming article submissions for *The Den*.

B. Langum Woods Clean-Up Committee

Comm. Otto reported members of the Kane County certified naturalist group are interested in volunteering at Langum Woods. November through March are the best months to complete clean-up work.

C. New Committee

Comm. Goudreau reported she had contacted Lakeshore Recycling Services to obtain containers in advance of the NRC's planned recycling and collection event.

7. Public Services Division Tree Activity Reports June 2019

Motion to approve and place into the public record the Public Services Division Tree Activity Reports for the month of June 2019. Motion by Comm. Myers, second by Comm. Nagy. Voice vote: unanimous; nays – none. Motion carried at 7:20 p.m.

8. Additional Items

A. Commissioners

Comm. Nagy inquired as to the status of the City's tree inventory. City staff will report on this information at the August 2019 NRC meeting.

Comm. Myers complimented Comm. Goudreau on the content of the NRC's Facebook page.

B. City Staff

None.

C. Adjournment

Motion to adjourn the meeting. Motion by Comm. Myers, second by Comm. Goudreau. Voice vote: unanimous; nays – none. Motion carried at 7:25 p.m.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5.a

Title:

Recommendation to Approve St. Charles Business Alliance Request for Amplification and to Partially Close 1st Street to Host Lighting of Lights on the 1st Street Plaza

Presenter:

Chief Keegan

Meeting: Government Services Committee

Date: August 26, 2019

Proposed Cost: \$ 1,121.00
\$668.44 (PD)
TOTAL \$1,789.44

Budgeted Amount: \$

Not Budgeted:

Executive Summary (if not budgeted please explain):

The St. Charles Business Alliance is requesting to hold the Lighting of the Lights event on Friday, November 29, 2019 at the 1st Street Plaza again this year. The request includes the following:

- New this year: extended hours and location of closure of 1st Street:
 - Event coordinators are working with ALE Solutions to enhance the experience and are requesting 1st Street be closed from Main Street to Illinois Street from 4 – 9 pm (note: this time was 4-7 pm in past years).
 - The stores along 1st St will remain open until 9 pm.
 - Coordinating additional lighting along 1st Street with the Electric Department.
- Use of amplification/loudspeaker system.

Barricades already reserved for the parade on Saturday can be utilized for the closure and will not add additional costs for their use.

Please note, the Christmas tree sales lot is not requested this year.

Attachments (please list):

None

Recommendation/Suggested Action (briefly explain):

Recommendation to approve the St. Charles Business Alliance request for amplification and to partially close 1st Street to host the Lighting of Lights event on the 1st Street Plaza.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *5.b

Title:	Recommendation to Approve Amplification and a Resolution for the Closure of Routes 64 and 31 for the Holiday Homecoming Electric Christmas Parade
Presenter:	Chief Keegan

Meeting: Government Services Committee Date: August 26, 2019

Proposed Cost: Total:\$21,519.63 Police:\$7,909.13 (with EMA) PW:\$13,610.50	Budgeted Amount: \$	Not Budgeted: <input type="checkbox"/>
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Executive Summary *(if not budgeted please explain):*

Closure of State roadways requires formal approval from the Illinois Department of Transportation. The St. Charles Business Alliance is requesting Committee and Council approval of a Resolution that will be submitted to IDOT for the closure of Routes 64 and 31 from 5:15 – 7:30 p.m. on Saturday, November 30, 2019 for the annual Electric Christmas parade.

In addition, approval of amplification for this event is needed from the Committee.

The St. Charles Business Alliance is a not-for-profit requesting financial assistance under the City special events policy.

Attachments *(please list):*

* Resolution

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve amplification and a Resolution for the closure of Routes 64 and 31 for the Holiday Homecoming Electric Christmas Parade.

City of St. Charles, Illinois
Resolution No. _____

**A Resolution Requesting the Closure of Routes 64 and 31 for the
Holiday Homecoming Electric Christmas Parade**

**Presented & Passed by the
City Council on _____**

WHEREAS, the Downtown St. Charles Partnership is sponsoring a Holiday Homecoming Electric Christmas Parade in the City of St. Charles, and;

WHEREAS, this Parade will require the temporary closure of Main Street (Route 64) and Second Street (Route 31) state highways in the City of St. Charles, and;

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of state highways for such public purposes or needs as parades and local celebrations;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that permission to close Main Street (Route 64) and Second Street (Route 31) on Saturday, November 30, 2019 from 5:15 p.m. to 7:30 p.m. be requested of the Department of Transportation;

BE IT FURTHER RESOLVED that if such permission is granted by the Department of Transportation, all highway traffic during the periods of time specified shall be detoured over the following routes:

For westbound on Route 64: south on 5th Avenue (Route 25) to Illinois Avenue, west to 7th Street, north to Route 64. For southbound on Route 31: west on State Street from Route 31 to 7th Street, south on 7th Street to Illinois Street, east on Illinois Street to Route 31. For eastbound Route 64 and northbound Route 31, use the reverse route.

BE IT FURTHER RESOLVED that if such permission is granted by the Department of Transportation, the City of St. Charles assumes full responsibility for the direction, protection and regulation of the traffic during the time the detour is in effect, and all liabilities for damages of any kind occasioned by the closing of the state highway, and it is further agreed that efficient all-weather detours will be maintained to the satisfaction of the Department and conspicuously marked for the benefit of traffic diverted from the state highway.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this resolution.

Resolution No. _____

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PRESENTED to the City Council of the City of St. Charles, Illinois, this _____ day of _____ 2019.

PASSED by the City Council of the City of St. Charles, Illinois, this _____ day of _____ 2019.

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of _____ 2019.

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 6.a

Title:

Recommendation to Approve Intergovernmental Agreement Relating to the O’Hare Noise Compatibility Commission

Presenter:

Peter Suhr

Meeting: Government Services Committee

Date: August 26, 2019

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted:

Executive Summary (if not budgeted please explain):

The O’Hare Noise Compatibility Commission (ONCC), www.oharenoise.org, is the only inter-governmental agency that is dedicated to reducing aircraft noise in the communities around O’Hare International Airport. It was established in 1996, following an invitation from the City of Chicago to suburban mayors to begin constructive dialogues on aircraft noise issues at about 20 public meetings each year. The ONCC membership currently includes 43 communities and 22 school districts.

A few years back in July of 2015, the Government Services Committee considered petitioning the Federal Aviation Administration (FAA) to restrict air traffic over St. Charles by joining the ONCC. In 2015, this particular request was brought forth by a single St. Charles resident, however since that time; the City has received similar requests from several other residents. Complaints have been on a slight rise since O’Hare Airport changed their flight patterns several years ago, making airplane traffic and associated noise more prevalent in the St. Charles area.

After several discussions on this topic since 2019, the Government Services Committee has never authorized staff to join the O’Hare Noise Compatibility Commission, mainly due to the low volume of complaints and St. Charles distance from O’Hare. Staff is requesting the Committee to reconsider authorization to join the ONCC because of the following recent changes:

- Two new communities have recently joined the ONCC including Bartlett and Wayne
- There is a slight rise in resident complaints and more awareness of the noise concerns in our community
- Richard Lewis, a resident of St. Charles, has offered his time to attend the ONCC meetings and report back to the City as an appointed liaison for our community, resulting in reduced staff commitment

The process to join the ONCC is simple and there are no fees or costs associated with the membership. If the City Council approves a Resolution to accept the Intergovernmental Agreement (attached), St. Charles will most likely be approved by the commission and become an active member of the ONCC on September 6, 2019. The Intergovernmental Agreement and ONCC By-Laws have been reviewed by staff and by the City’s attorney resulting in little to no concern or liability to the City.

Attachments (please list):

*Intergovernmental Agreement *ONCC By-Laws *ONCC Calendar

Recommendation/Suggested Action (briefly explain):

Recommendation to Approve Intergovernmental Agreement Relating to the O’Hare Noise Compatibility Commission

INTERGOVERNMENTAL AGREEMENT RELATING TO THE O'HARE NOISE COMPATIBILITY COMMISSION

This agreement, effective January 1, 2016, succeeds the agreement authorized by the Chicago City Council on September 10, 2014, which expired under its own terms on December 31, 2015. It is entered into by the City of Chicago, a municipality and home rule unit of government under the Illinois Constitution of 1970, by and through the Chicago Department of Aviation, and the undersigned Participants, organized under the laws of the State of Illinois. In consideration of the mutual agreements contained in this Agreement, the City of Chicago and each Participant agree as follows:

Section 1. Establishment of O'Hare Commission; Purposes.

The O'Hare Noise Compatibility Commission is hereby established pursuant to Section 10 of Article VII of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act. The purposes of the Commission are to: (a) determine certain Noise Compatibility Projects and Noise Compatibility Programs to be implemented in the O'Hare Commission Area; (b) oversee an effective and impartial noise monitoring system; (c) advise the City concerning O'Hare-related noise issues; and (d) provide a forum for direct citizen engagement.

Section 2. Definitions.

Whenever used in this Agreement, the following terms shall have the following meanings:

"Advisory Member" means an authorized representative of the Archdiocese of Chicago, the Diocese of Joliet, or any other non-governmental elementary and secondary school located in the O'Hare Commission Area who shall serve as a special advisory member of the O'Hare Commission as provided in Section 3.C. of this Agreement, but who shall have no voting powers on the O'Hare Commission and shall not be parties to the Agreement.

"City" means the City of Chicago. The Commissioner of the Chicago Department of Aviation or his or her designee (or any successor thereto) shall have the sole authority to undertake the City of Chicago's obligations and responsibilities under this Agreement, and the City shall act by and through the Commissioner of the Chicago Department of Aviation or his or her designee (or any successor thereto) for purposes of this Agreement, except as otherwise set forth in this Agreement.

"FAA" means the Federal Aviation Administration or any successor agency.

"Governmental Unit" means a county, township, municipality, municipal corporation, unit of local government, public school district, special district, public corporation, body corporate and politic, forest preserve district, park district and any other local governmental agencies, including any created by intergovernmental agreement among any of the foregoing units.

“Noise Compatibility Programs” means programs, including but not limited to the Residential Sound Insulation Program and the School Sound Insulation Program, which address aircraft noise concerns in the O’Hare Commission Area as determined by the O’Hare Commission in cooperation with the City.

“Noise Compatibility Projects” means the noise compatibility projects (including administrative costs) in the O’Hare Commission Area which are eligible for funding based on FAA regulations and grant assurances, which have been identified as eligible for participation in Noise Compatibility Programs as determined by the O’Hare Commission in cooperation with the City based on criteria adopted by the O’Hare Commission, and for which there is available funding. Noise Compatibility Projects include, but are not limited to, the sound insulation of homes and schools and/or providing the funding for such sound insulation to be implemented. Participation in a Noise Compatibility Program or receipt of a Noise Compatibility Project shall be voluntary on the part of the relevant property owner.

“O’Hare” means Chicago O’Hare International Airport.

“O’Hare Commission Area” means the area in the vicinity of O’Hare with an interest in O’Hare-related aircraft noise issues, which area includes but is not limited to the following municipalities and Governmental Units: (i) the City of Chicago, Arlington Heights, Bartlett, Bellwood, Bensenville, Bloomingdale, Des Plaines, Downers Grove, Elmwood Park, Franklin Park, Hanover Park, Harwood Heights, Hoffman Estates, Itasca, Maywood, Melrose Park, Morton Grove, Mount Prospect, Niles, Norridge, Northlake, Oak Park, Palatine, Park Ridge, River Forest, River Grove, Rolling Meadows, Rosemont, Schaumburg, Schiller Park, Stone Park and Wood Dale; (ii) the unincorporated areas of Elk Grove, Leyden, Maine, and Norwood Park Townships in Cook County and the unincorporated areas of Addison Township in DuPage County; (iii) School Districts 59, 63, 64, 80, 81, 84, 84.5, 85.5, 86, 87, 88, 89, 214, 234, 299 and 401. Municipalities and public school districts may be added to the O’Hare Commission Area as provided in Section 6.G.

“Part 150 Plan” means a noise abatement and land use compatibility plan developed pursuant to 14 CFR Part 150, or any successor provision.

“Participant” means, at any time, each city, village, public school district, or county located in the O’Hare Commission Area that has executed a counterpart of this Agreement on the basis set forth in this Agreement, other than the City. In addition, “Participant” shall include the six (6) members appointed by the Mayor of the City of Chicago to represent Wards 36, 38, 39, 40, 41, and 45 of the City of Chicago (“Chicago Ward Participants”) as set forth in Section 3.A.(v) of this Agreement, who shall be eligible to participate as individual member Participants on the O’Hare Commission upon approval and execution of this Agreement by the City.

“Residential Sound Insulation Program” means the program determined by the O’Hare Commission in cooperation with the City to provide sound insulation to homes in the O’Hare Commission Area that are affected by O’Hare-related aircraft noise, and that are eligible for sound insulation pursuant to FAA guidelines and regulations and eligibility criteria established

by the O'Hare Commission in cooperation with the City, and for which there is available funding.

"School Sound Insulation Program" means the program determined by the O'Hare Commission in cooperation with the City to provide sound insulation and sound insulation funding to schools in the O'Hare Commission Area that are affected by O'Hare-related aircraft noise, and that are eligible for sound insulation pursuant to FAA guidelines and regulations and eligibility criteria established by the O'Hare Commission in cooperation with the City, and for which there is available funding.

Section 3. Composition and Organization.

A. The O'Hare Commission shall consist of the (i) mayor, village president, or chief executive officer or other designee of each of the cities and villages in the O'Hare Commission Area; (ii) the president, superintendent, or other designee of each public school district serving any portion of the O'Hare Commission Area; (iii) one member appointed by the President of the Cook County Board representing the unincorporated areas of Elk Grove, Leyden, Maine, and Norwood Park Townships in Cook County; (iv) one member appointed by the Chairman of the DuPage County Board representing the unincorporated areas of Addison Township in DuPage County; and (v) Chicago Ward Participants, provided that no such person shall be eligible to participate as a member of the O'Hare Commission unless the city, village, public school district, or county represented by such person has approved and executed a counterpart of this Agreement by December 31, 2015, or pursuant to Section 6.G. of this Agreement, except that the Chicago Ward Participants shall be eligible to participate as individual member Participants of the O'Hare Commission upon approval and execution of this Agreement by the City.

B. The O'Hare Commission Area includes communities and public school districts with an interest in O'Hare-related noise issues, and a principal purpose of this Agreement is to provide a forum for those communities and public school districts to work together with the City on a cooperative basis in addressing these issues.

C. Representatives of the Archdiocese of Chicago, the Diocese of Joliet, and other non-governmental elementary and secondary schools located in the O'Hare Commission Area may serve as special "Advisory Members" of the O'Hare Commission. Advisory Members may participate fully in the deliberations of the O'Hare Commission, but shall have no voting powers and shall not be parties to this Agreement.

D. The O'Hare Commission shall elect annually from its members a Chair and a Vice Chair and any other officers that it deems necessary. The O'Hare Commission also shall appoint, retain, and employ an Executive Director and such other staff, professional advisors, and consultants as may be needed to carry out its powers and duties. The appointment of the Executive Director must be approved by two-thirds of the members of the O'Hare Commission.

E. Except as expressly set forth in this Agreement, the concurrence of a majority of the members of the O'Hare Commission shall be necessary for the approval of any action by the O'Hare Commission. A majority of the members of the O'Hare Commission shall constitute a

quorum for the transaction of business. The O'Hare Commission shall establish a schedule of regular meetings in accordance with its by-laws, and a special meeting may be called by the City or any five members of the O'Hare Commission upon at least seven days' written notice to the City, each Participant, and each Advisory Member.

Section 4. O'Hare Commission Powers and Duties.

A. The O'Hare Commission shall have the following duties and powers:

(1) By vote of a majority of its members, the O'Hare Commission shall determine certain Noise Compatibility Programs and Noise Compatibility Projects to be implemented in the O'Hare Commission Area in cooperation with the City as set forth in *Appendix A*, and shall establish criteria for participation in such Noise Compatibility Programs and for determining the priorities for providing such Noise Compatibility Projects.

(2) The O'Hare Commission may make recommendations to the City regarding noise reduction programs at O'Hare including, but not limited to, the use of new technologies and flight patterns, preferential runway usage, the implementation of sound insulation programs and the implementation of FAA standard noise abatement, take-off, and high altitude approach procedures. No such recommendations shall be submitted to the FAA or implemented by the City without the prior approval of the O'Hare Commission. The O'Hare Commission also shall cooperate with the City in seeking agreements with the airlines using O'Hare and the FAA, as appropriate, with respect to aircraft noise mitigation and related matters.

(3) The O'Hare Commission may advise the City concerning any Part 150 Plan concerning O'Hare. The City shall not submit any such plan or any subsequent revision proposed by the City to the FAA without allowing the O'Hare Commission 60 days to review it and submit written recommendations to the City for consideration.

(4) The O'Hare Commission may request and, except as set forth below, the City shall provide full access to all publicly available documents relating to (i) any O'Hare noise monitoring, (ii) any O'Hare-related Noise Compatibility Project proposed or undertaken in whole or in part by the City, and (iii) any recommendations or submissions to the FAA by the City related to airport noise mitigation related to O'Hare. Such requests may not impose an undue burden upon the City or interfere with its operations. In such circumstances, the City shall extend to the O'Hare Commission an opportunity to confer with it in an attempt to reduce the request to manageable proportions.

(5) Neither the O'Hare Commission, nor any of its Participants, representatives, agents, employees, consultants, or professional advisors shall use, or assist other persons in using FAA radar data for O'Hare and/or Chicago Midway International Airport ("Data") in legal actions to enforce noise abatement policy or regulations without prior approval of the FAA, and shall not release such Data without notice to and consultation with the FAA. The O'Hare Commission and its Participants, representatives, agents, employees, consultants, or professional advisors shall not release the Data for use by law enforcement agencies or for use in any civil litigation except as otherwise required by law. If the O'Hare Commission or any of its

Participants, representatives, agents, employees, consultants, or professional advisors are required by law to release such Data, they shall notify the FAA before doing so. This notification must be provided promptly after the O'Hare Commission or any of its Participants, representatives, agents, employees, consultants, or professional advisors receives a request or requirement to release the Data, and prior to the release of the Data. The O'Hare Commission and its Participants, representatives, agents, employees, consultants, or professional advisors shall not release Data if advised by the FAA that the Data contains any information deemed sensitive at the sole discretion of the FAA, unless required by law to release such Data.

(6) The O'Hare Commission shall adopt an annual expense budget for each fiscal year. The O'Hare Commission's expense budget shall be adopted at least 30 days prior to the commencement of each such fiscal year. The O'Hare Commission's expense budget shall be funded by the City and any grants received pursuant to Section F of *Appendix A* of this Agreement, following the evaluation and approval by the City of the proposed budget request.

(7) The O'Hare Commission shall have the power to sue and be sued and to take any other action necessary to perform its powers under this Agreement. No funds received by the O'Hare Commission from the City shall be used for legal services or other costs in connection with any action by the O'Hare Commission against the City, its officers or employees, or any airline using O'Hare, except for enforcement of the provisions of this Agreement.

(8) The O'Hare Commission shall undertake any procurement activities in accordance with this Agreement and pursuant to applicable law.

(9) The O'Hare Commission shall adopt by-laws and rules for the conduct of its meetings consistent with powers enumerated herein.

B. A record of proceedings and documents of the O'Hare Commission shall be maintained, which shall be available for inspection by the City, each Participant, each Advisory Member, and the public as permitted by law. The accounts of the O'Hare Commission shall be subject to an annual audit by a qualified independent public accountant.

C. The powers and duties of the O'Hare Commission shall be limited to those expressly set forth in this Section and in *Appendix A* of this Agreement.

Section 5. Term of Agreement.

A. This Agreement shall be effective January 1, 2016, and shall terminate on December 31, 2020, unless otherwise terminated with the written consent of the City and two-thirds of the Participants. The term of this Agreement may be extended upon the approval of the City and any Participant which wishes to extend the term of the Agreement. If any Participant defaults in any material respect in the performance of any of its duties or obligations under this Agreement, and such default continues for 30 days after the O'Hare Commission notifies the Participant, the O'Hare Commission may terminate the defaulting Participant's participation as a party to this Agreement. A material default by a Participant shall include, but is not limited to,

the failure of its authorized representative or designee to attend three or more consecutive meetings of the O'Hare Commission.

B. Any Participant may withdraw as a member of the O'Hare Commission at any time by providing 60 days advance written notice of its intent to withdraw to the City and the O'Hare Commission. Each such written notice shall be accompanied by a certified copy of a resolution or other official action of such Participant's legislative body authorizing such withdrawal. Following its withdrawal from the O'Hare Commission, the Participant shall cease to exercise any of its rights under this Agreement and to be responsible for any subsequent obligation incurred by the O'Hare Commission.

C. The City may terminate this Agreement at any time after January 1, 2016, upon 180 days prior written notice to each Participant and each Advisory Member. Following the City's termination of this Agreement, the rights and obligations of each party to this Agreement shall terminate.

Section 6. Miscellaneous.

A. All notices hereunder shall be in writing and shall be given as follows:

If to the City, to:

Commissioner of Aviation
Chicago Department of Aviation
10510 W. Zemke Road
Chicago, IL 60666

Tel.: (773) 686-8060

Fax: (773) 686-3424

If to a Participant, to the address set forth on the signature page of the counterpart of this Agreement executed by such Participant, and, in the case of Chicago Ward Participants, to such addresses and telephone numbers as they may provide to the O'Hare Commission. Participants may provide an e-mail address for purposes of receiving notices.

All notices shall be effective upon receipt by U.S. mail or e-mail. Any Participant may change the address or addresses for notices to be sent to it by giving notice to the O'Hare Commission.

B. No Participant may assign its rights or obligations under this Agreement without the prior written consent of the City and the other Participants.

C. The City shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Agreement or the implementation of a Noise Compatibility Program or a Noise Compatibility Project by a Participant or other Governmental Unit. A Participant shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with

this Agreement or the implementation of a Noise Compatibility Program or a Noise Compatibility Project by the City, another Participant, or another Governmental Unit. The City's financial obligations under this Agreement are limited to legally available airport revenues. Neither the City nor any Participant shall be liable for any expenditures, indebtedness or other financial obligations incurred by the O'Hare Commission unless the City or such Participant has affirmatively agreed to incur such expenditure, indebtedness, or financial obligation. No Advisory Member shall be subject to any liabilities or obligations under this Agreement.

D. This Agreement constitutes the entire agreement of the parties with regard to the Subject matter hereof. This Agreement shall not confer upon any person or entity other than the parties hereto any rights or remedies. *Appendix A* is incorporated herein and made a part of this Agreement.

E. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each party. Each counterpart may vary in order to identify the Participant, its address for notices and its execution by an authorized officer. The execution of counterparts of this Agreement by a municipality, public school district or county located in the O'Hare Commission Area prior to January 1, 2016, shall not require the consent of the O'Hare Commission, the City, or any Participant.

F. This Agreement shall be governed and construed in accordance with Illinois law.

G. Any municipality, public school district, or county located in the O'Hare Commission Area that does not become a Participant prior to January 1, 2016, may thereafter become a Participant upon (i) the approval of the City and a majority of the O'Hare Commission as set forth in Section 3.E. of this Agreement and (ii) execution of a counterpart of this Agreement.

H. The approval of the City and two-thirds of the Participants shall be required to amend this Agreement. Notice of any proposed amendment shall be transmitted to each Participant and each Advisory Member at least ten days prior to the meeting of the O'Hare Commission at which any proposed amendment is to be first considered. Any amendment shall be effective on all parties hereto when counterparts are executed by the City and two-thirds of the Participants.

Executed as of this 3rd day of September, 2019.

CITY OF CHICAGO

By:

Commissioner
Chicago Department of Aviation

City of St. Charles, Illinois

By:

Authorized Officer

Address: _____

APPENDIX A

Implementation of Noise Compatibility Programs and Projects

In connection with the development and implementation of Noise Compatibility Programs and Noise Compatibility Projects in the O'Hare Commission Area, the City, and the O'Hare Commission shall have the following duties and responsibilities:

A. The members of the O'Hare Commission shall direct the further development of the Noise Compatibility Programs for the O'Hare Commission Area. The members of the O'Hare Commission shall establish criteria for the equitable allocation of Noise Compatibility Projects and approved airport revenues (including by not limited to FAA Airport Improvement Program ("AIP") grants, Passenger Facility Charge ("PFC") funds, and General Airport Revenue Bonds, and/or bonds backed by such funding sources) within the O'Hare Commission Area and the priorities for providing Noise Compatibility Projects, subject in each case to approval by the FAA and in compliance with all applicable FAA regulations and grant assurances, as well as other applicable law, and subject to available funding.

B. The City shall retain all necessary powers to satisfy the assurances made to the FAA in connection with the expenditure of airport revenues, including eligibility for sound insulation and/or sound insulation funding that is paid by airport revenues. The City shall enter into all agreements and assurances and shall take all other actions that may be necessary to provide for the utilization of airport revenues on the basis set forth in this *Appendix A*. Each Participant and other Governmental Unit that receives Noise Compatibility Projects shall enter into all agreements and assurances, including agreements with and assurances to the City, shall execute any necessary certificates, records and other documents and shall take all other actions that may be necessary to obtain and maintain FAA approval for the use of the airport revenues as contemplated in this *Appendix A*. Neither the O'Hare Commission nor any Participant shall take or omit to take any action if such action or omission violates restrictions on the use of airport revenues. The City shall not be obligated in any year to pay or utilize any amounts in excess of available airport revenues to carry out the purposes of this *Appendix A*.

C. The determination of eligibility to participate in a Noise Compatibility Program or receive a Noise Compatibility Project is not to be construed as an admission or determination of negative impact by aircraft noise or of liability for damages or any other injury relating to aircraft noise on the part of the City or the O'Hare Commission.

D. In the event they are determined to be eligible for participation in a Noise Compatibility Program, property owners in the O'Hare Commission Area shall not be required to pay any portion of the cost of any Noise Compatibility Project. Upon approval by the City and with the consent of the property owner, at its option the City may acquire homes that are subject to very high levels of aircraft noise.

E. Noise Compatibility Projects outside the City may be implemented through Participants and other Governmental Units located in the O'Hare Commission Area. A Governmental Unit may request that the City undertake a Noise Compatibility Project within

such Governmental Unit's corporate boundaries. Noise Compatibility Projects within the boundaries of the City shall be implemented by the City. The City may enter into agreements in connection with the planning and implementation of proposed Noise Compatibility Projects in the O'Hare Commission Area. The City shall provide administrative support and professional and technical assistance to the O'Hare Commission, each Participant and all other Governmental Units located in the O'Hare Commission Area in connection with the operations of the O'Hare Commission and the planning and implementation of Noise Compatibility Projects. All procurement activities related to Noise Compatibility Projects shall be undertaken in accordance with applicable law.

F. The O'Hare Commission may receive grants from any source to be used for the purpose of discharging its duties and obligations in accordance with the provisions of this *Appendix A*, and also may make grants for such purposes. The O'Hare Commission may expend any such grants for purposes consistent with this *Appendix A*. The City and the O'Hare Commission shall each use its best efforts (including serving as the sponsor or applicant for federal grants) to obtain the maximum amount of federal funds in connection with any noise mitigation projects, so as to maximize the availability and impact of the City's financial contribution to noise mitigation projects in the O'Hare Commission Area.

G. The City shall install and maintain a permanent noise monitoring system (the "*System*") at and around O'Hare Airport. The purposes of the System include validation of the FAA-approved noise contour for O'Hare, assisting in determining the eligibility and priority of proposed Noise Compatibility Projects for schools, enhancing public understanding of aircraft noise issues, and monitoring trends in aircraft noise.

(1) The City may retain a third party vendor ("*System Operator*") selected by the City with the input of the O'Hare Commission to operate and maintain the System pursuant to an agreement between the City and the System Operator.

(2) At the request of the O'Hare Commission, the City may also retain and pay the cost of another third party vendor ("*System Expert*") to provide independent management oversight of the System. The System Expert shall be mutually selected by the City and the O'Hare Commission. The System Expert will be responsible for independently verifying data and system operation through the review of all inputs and operational aspects of the System. All reports prepared by the System Expert shall be provided directly to the City and the O'Hare Commission. The activities and duties of the System Expert shall be consistent in all respects with the applicable requirements of the FAA. If the O'Hare Commission requests the City to retain and pay for such a System Expert, the amount that the City is obligated to pay the System Expert shall not exceed \$200,000 per year, adjusted annually for inflation.

(3) The System shall include a minimum of 33 monitoring sites in the O'Hare Commission Area, plus such number of additional permanent monitoring sites as may be agreed upon by the City and the O'Hare Commission.

(4) The data collected by the System shall be made available by the City to the O'Hare Commission and any Participant that requests such data. The City shall provide reports to the O'Hare Commission and any Participant based on the data collected by the System.

(5) Neither the O'Hare Commission, nor any of its Participants, representatives, agents, employees, consultants, or professional advisors shall use, or assist other persons in using, information generated by the System in violation of Section 4.A.(5) of this Agreement.

O'HARE NOISE COMPATIBILITY COMMISSION
BY-LAWS
AMENDED AND ADOPTED AS OF JUNE 3, 2019

ARTICLE I.
NAME AND PRINCIPAL OFFICE

Section 1. Name. The name of the Commission shall be the O'Hare Noise Compatibility Commission (the O'Hare Commission), as provided in the Intergovernmental Agreement Relating to the O'Hare Noise Compatibility Commission ("Intergovernmental Agreement") by and among the City of Chicago and the Participants referred to therein. Terms defined in the Intergovernmental Agreement and not otherwise defined herein are used with the same meanings set forth in the Intergovernmental Agreement.

Section 2. Principal Office. The principal office of the O'Hare Commission shall be located at O'Hare until such time as the O'Hare Commission by resolution may establish a new location.

ARTICLE II.
MEMBERS OF COMMISSION

Section 1. Membership of the Commission.

(a) The membership of the O'Hare Commission shall be as provided in Section 3.A. of the Intergovernmental Agreement, which number of members is subject to increase pursuant to Section 6.G. of the Intergovernmental Agreement and decrease pursuant to Sections 5.A. and 5.B. of the Intergovernmental Agreement. The members/designees of the O'Hare Commission shall have the respective powers, duties and responsibilities set forth in the Intergovernmental Agreement.

(b) Any Participant and the City of Chicago may appoint alternate members to act on the Participant's or the City's respective behalf in the same manner as the regular member whenever the regular member is absent or in the event of a vacancy; provided, however, that an alternate shall not act as an officer of the O'Hare Commission or of one of its committees where these by-laws expressly provide for another member (i) to act in an officer's stead when the officer is absent or (ii) to succeed or be appointed to an office in the event of a vacancy pursuant to paragraph (a) above.

Section 2. Term of Office. In addition to the provisions for the terms of office, vacancies and removal of members of the O'Hare Commission established in the Intergovernmental Agreement:

(a) The members appointed by the respective appointing body or official of each Participant and the City of Chicago shall serve at the pleasure of the respective appointing body or official until the earlier of: (i) the resignation, death, loss of position or disqualification a member; (ii) the removal of a member by the respective appointing body or official; or (iii) the date of termination of the Intergovernmental Agreement with respect to such Participant or the City of Chicago. In the event of a vacancy, the body or official who appointed the member whose position is vacant shall make an appointment to fill the vacancy. In the event of a vacancy where the vacating member was Chair of the O'Hare Commission or chair of one of

its committees, the Vice Chair of the O'Hare Commission or the vice chair of the respective committee shall serve as the Chair of the O'Hare Commission or the chair of the respective committee until a successor is elected.

(b) Members may serve consecutive terms.

Section 3. Powers. The O'Hare Commission shall possess and exercise all of the powers granted in the Intergovernmental Agreement, or as it may be hereafter amended. The Chair, Vice Chair, Executive Director, any other officer of the O'Hare Commission, any committee of the O'Hare Commission, or any other staff, professional advisors or consultants, may carry out such powers of the O'Hare Commission as these by-laws may provide or as the O'Hare Commission by resolution may delegate.

Section 4. Ethics.

(a) O'Hare Commission members, designees, and alternates are prohibited from any involvement in O'Hare Commission business in which they have a direct or indirect material financial interest. A financial interest arises when the O'Hare Commission has or is considering a transaction or other business relationship with an O'Hare Commission member or an O'Hare Commission member's family member (defined to include a spouse, domestic partner, child, sibling, parent or household member), or with an entity in which the O'Hare Commission member or family member has a material financial interest. A financial interest is material if it entails:

- (i) Any ownership or investment interest (including stock, options, a partnership interest or any other ownership or investment interest) valued at more than \$2,500, except equity in a publicly traded company amounting to less than a 1 percent ownership interest in the company;
- (ii) Receipt of non-dividend compensation (including salary, consulting fees, royalty payments or other remuneration) of more than \$2,500 in any 12-month period in the past three years, or the expectation of such compensation in the future;
- (iii) Real property, personal property, intellectual property or any other interest valued at \$2,500 or more, except that such material financial interest shall not include any interest in real estate which is under consideration for or receives residential sound insulation pursuant to uniform and generally applicable criteria;
or
- (iv) A position of real or apparent authority in an outside entity, such as director, officer, trustee, or partner.

(b) In any matter upon which the O'Hare Commission member may be called upon to act or vote in which he or she has a material financial interest, that member shall disclose the same to the Chair of the O'Hare Commission as soon as he or she learns of it. This disclosure shall include the nature and extent of such interest and his or her acquisition thereof. The disclosure shall be publicly acknowledged by the O'Hare Commission and entered into the minutes of the O'Hare Commission. If a member of the O'Hare Commission thereof holds such an interest, then he or she shall refrain from any further official involvement in regard to such matter, from voting on any such matter and from communicating with other members of the O'Hare Commission or its officers, agents and employees concerning said matter.

(c) In the event any O'Hare Commission member is subject to other ethics requirements with respect to his or her participation on the O'Hare Commission, the stricter standard shall apply.

(d) Every O'Hare Commission member, designee, or alternate shall submit an acknowledgement of these ethics rules on an annual basis to the Executive Director. Such annual acknowledgment shall be submitted between January 1st and the date of the annual meeting.

e) Any refusal by an O'Hare Commission member, designee, or alternate to submit any annual acknowledgment on or before the date of the annual meeting shall be immediate grounds for removal from the O'Hare Commission without prior notice.

ARTICLE III. OFFICERS OF THE COMMISSION

Section 1. Chair. The Chair of the O'Hare Commission shall be elected by the members of the O'Hare Commission from among its members for a term expiring on the date of the next annual meeting following such election or, if no Chair is elected at such meeting, until a successor is elected, unless the Chair's membership in the O'Hare Commission becomes vacant earlier pursuant to Article II, Section 2(a). The Chair shall preside at all meetings of the O'Hare Commission and perform such other duties as shall be necessary or desirable by reason of his or her position as Chair, or as may be directed by a duly adopted resolution of the O'Hare Commission.

Section 2. Vice Chair. A Vice Chair of the O'Hare Commission shall be elected by the members of the O'Hare Commission from among its members for a term expiring on the date of the next annual meeting following such election or, if no Vice Chair is elected at such meeting, until a successor is elected, unless the Vice Chair's membership becomes vacant earlier pursuant to Article II, Section 2(a). The Vice Chair shall perform all duties incumbent upon the Chair during the absence of the latter.

Section 3. Executive Director and Other Staff, Professional Advisors and Consultants. The O'Hare Commission also shall appoint, retain and employ an Executive Director and such other staff, professional advisors and consultants as may be needed to carry out its powers and duties. Except as otherwise provided in the Intergovernmental Agreement, the appointment of any staff and the selection of professional advisors and consultants must be approved by the majority of the members of the O'Hare Commission.

Section 4. Other Officers. The O'Hare Commission may, but need not, elect other officers, as it deems necessary, including but not limited to a Treasurer and a Secretary, who may, but need not, be O'Hare Commission members, to hold office at the pleasure of the O'Hare Commission. The duties of each officer shall be determined by the O'Hare Commission.

Section 5. Election in the Event of Vacancies. If the position of Chair or Vice Chair of the O'Hare Commission becomes vacant pursuant to Article II, Section 2(a), ninety days or fewer before the next annual meeting of the O'Hare Commission, the election of a new officer shall occur at the annual meeting. If the position of Chair or Vice Chair of the O'Hare Commission

becomes vacant pursuant to Article II, Section 2(a), more than ninety days before the next annual meeting, the Nominating Committee shall convene within thirty days of the vacancy occurring, and nominate candidates for the office for election at the next scheduled regular meeting of the O'Hare Commission following such nomination. During any period in which the position of Chair of the O'Hare Commission is vacant, the Vice Chair shall serve as Chair and shall appoint another member to serve as Vice Chair pending election of a new Chair. During any period in which the position of Vice Chair of the O'Hare Commission is vacant, the Chair shall appoint a person to act as the Vice Chair pending election of a Vice Chair.

ARTICLE IV MEETINGS

Section 1. Annual Meeting. The annual meeting of the O'Hare Commission shall be held during the second quarter of each fiscal year on such day and at such time and place as may be designated by the O'Hare Commission, or, in the absence of such action, by the Chair. Except as otherwise provided in these by-laws, officers of the O'Hare Commission shall be elected by the O'Hare Commission at the annual meeting.

Section 2. Regular Meeting. The time, date and location of all regular O'Hare Commission meetings for the next fiscal year shall be established by by the majority of the members no later than the end of the current fiscal year. A schedule reflecting the time, date and location of the O'Hare Commission meetings so established shall be prepared, posted and distributed in accordance with the Illinois Open Meetings Act, 5 ILCS 120 et seq., as amended from time to time ("Open Meetings Act"). The time, date and location of any regular O'Hare Commission meeting may be changed by resolution of the O'Hare Commission or in the absence of such action, by the Chair, upon not less than ten days prior written notice to each member of the O'Hare Commission and to the public in compliance with the Open Meetings Act.

Section 3. Special Meetings. A special meeting of the O'Hare Commission may be held upon call by the City of Chicago or any six members of the O'Hare Commission upon prior written notice of not less than seven days to each member of the O'Hare Commission and notice to the public as provided in the Open Meetings Act. Such notice shall specify the time, date and location of the O'Hare Commission meeting, and public notice shall be given in the form and manner provided in the Open Meetings Act. Not less than seven days prior to such special meeting, an agenda shall be given to each member by written notice, and public notice of the agenda shall be given in the form and manner provided in the Open Meetings Act.

Section 4. Emergency Meetings. The City of Chicago, the Chair or the Vice Chair, upon declaring in writing that an emergency exists and stating the nature of the emergency, may call an emergency meeting of the O'Hare Commission and establish the agenda, upon written notice to the members. Any such notice shall contain the time, place and purpose of the meeting. Public notice containing the same information provided in the notice of the emergency O'Hare Commission meeting to the members shall be given as provided in the Open Meetings Act.

Section 5. Public Meetings. All meetings of the O'Hare Commission and any O'Hare Commission committee shall be public meetings except as provided in the Open Meetings Act. Public comments will be limited to 3 minutes.

The following Rules of Decorum will apply to all meetings:

- a) Any person making offensive, insulting, threatening, slanderous or obscene remarks or makes threats against any person or against public order or security while in the meeting shall be removed at the direction of the presiding officer from further audience unless permission to continue is granted by the majority vote of the committee/commission.
- b) Comments are limited to those which address meeting agenda items, or those that are included as part of the Commission's Work Plan, which focuses on aircraft noise mitigation and abatement at O'Hare International Airport.
- c) Persons wishing to address the ONCC must be present and complete the comment card outlining the question or area to be addressed. Before making comments, they shall identify themselves to the Chair and Commission members by stating either their name, address, community or ward.
- d) Comments beyond ONCC's purview will not be allowed to be verbally given, but a written set of comments may be submitted for consideration to be added to the meeting minutes.
- e) Meeting attendees are reminded that ONCC has taken a neutral position on the O'Hare Modernization Program as reflected in the FAA's Record of Decision.

Section 6. Voting.

(a) For purposes of this section whenever the words "majority of the members of the O'Hare Commission" are used such words mean a majority of the members of the O'Hare Commission not including advisory members. Except as expressly set forth in the Intergovernmental Agreement and except as set forth below, the approval of any action of the O'Hare Commission shall require the concurrence of a majority of the members of the O'Hare Commission. A majority of the members shall constitute a quorum for the transaction of business by the O'Hare Commission.

(b) Voting by the members on all official acts of the O'Hare Commission, including, but not limited to, all resolutions, by-laws and regulations for the conduct of its business and affairs, shall be recorded. Members may participate in and act at any meeting of the O'Hare Commission or any Commission committee through the use of a conference telephone or other communications equipment by means of which all persons participating in or present at the meeting can hear each other. Such participation shall constitute attendance and presence in person at the meeting of the person or persons so participating. Voting by the members at any meeting of the O'Hare Commission or any O'Hare Commission committee or on any issue shall be in person or by telephone in accordance with the Open Meetings Act.

Section 7. Order of Business and Agenda. The Chair in consultation with the Commissioner of Aviation of the City of Chicago, or his or her designee, shall establish the agenda for meetings of the O'Hare Commission and any O'Hare Commission committee, provided that the Chair, the City, or any three members of the O'Hare Commission may direct that a matter be placed on the agenda.

Section 8. Written Minutes. Written minutes of all meetings of the O'Hare Commission shall be kept by the Secretary or another person, who need not be a member, designated by the Chair. Such minutes shall contain, at minimum, the following: (a) the date, time and place of the meeting; (b) the members of the O'Hare Commission recorded as either present or absent; (c) specific wording of resolutions adopted; and (d) a summary of discussion of all matters proposed, deliberated or decided, and a record of any vote taken. Said minutes shall be maintained at the principal office of the O'Hare Commission and shall be made available for public inspection in accordance with the Open Meetings Act.

Section 9. Rules of Order. Anything to the contrary herein notwithstanding, in the event of a conflict, the provisions of the Intergovernmental Agreement shall supersede these by-laws and such superseding provision of the Intergovernmental Agreement shall be deemed to be provided by these by-laws by virtue of this section. Unless otherwise provided by Illinois law, the Intergovernmental Agreement, or these by-laws, the business of the O'Hare Commission at any regular, special or emergency meeting of the O'Hare Commission or any O'Hare Commission committee shall be conducted pursuant to Robert's Rules of Order, current edition.

Section 10. Committees.

(a) The standing committees of the O'Hare Commission are set forth in paragraph (b) below. The Chair of the Commission, the Executive Committee or the O'Hare Commission by resolution, may establish one or more ad hoc committees of the O'Hare Commission and shall establish the membership, scope and objectives of each such committee. A majority of the members of a committee shall constitute a quorum for purposes of conducting any business. The affirmative vote of a majority of the members of the committee present and voting shall be required to approve any formal committee action. Each standing committee shall establish a schedule of regular meetings and may convene special and emergency meetings, all in accordance with the Open Meetings Act. Each ad hoc committee including but not limited to, the Nominating Committee, the Budget Committee and the By-laws Committee shall meet as needed to address the issues presented to it and shall meet at any time determined by O'Hare Commission resolution or by the Chair of the O'Hare Commission, after consultation with the chair of the committee. Ad hoc committee members shall be appointed by the Chair. Notice of committee meetings shall be provided to each member of the O'Hare Commission and to the public as set forth in the Open Meetings Act. Each committee shall keep written minutes to the same extent required for meetings of the O'Hare Commission in Section 8 of this Article IV.

(b) The following are the standing committees of the O'Hare Commission:

(i) The Executive Committee shall consist of the member representing the City of Chicago; the elected officers of the O'Hare Commission; the immediate past Chair of the O'Hare Commission (if still a member of the Commission); the chairpersons of the Standing Committees and one or two other members of the O'Hare Commission appointed by the Chair of the

O'Hare Commission, with the consent of the other members of the Executive Committee, as to make the total membership of the Executive Committee an odd number. The Executive Committee shall have the power to supervise and recommend compensation for the Executive Director, to review and recommend the budget of the O'Hare Commission, to review and recommend applications for membership in the O'Hare Commission, to submit policy issues for consideration by the Commission and to exercise such other powers and perform such other duties as may be imposed by resolution of the O'Hare Commission. The Chair of the O'Hare Commission shall be the Chair of the Executive Committee. The Chair of each committee shall be elected by the Executive Committee. The Vice Chair of each committee shall be elected by the members of each committee.

- (ii) The Technical Committee shall consist of members of the O'Hare Commission interested in discussing and making recommendations to the O'Hare Commission regarding issues involving the sources of airport-related noise.
 - (iii) The Residential Sound Insulation Committee shall consist of members of the O'Hare Commission interested in discussing and making recommendations to the O'Hare Commission regarding the sound insulation of homes.
 - (iv) The School Sound Insulation Committee shall consist of members of the O'Hare Commission interested in discussing and making recommendations to the O'Hare Commission regarding the sound insulation of schools.
 - (v) The Fly Quiet Committee shall consist of 11 commission members appointed by the Chair of the O'Hare Commission, with the consent of the other members of the Executive Committee. Membership shall include a geographic balance of the O'Hare Commission Area. The Commission Chair may invite guests to participate in committee discussions but those guests shall have no voting powers. The Chair will review membership periodically.
- (c) The Executive Director shall solicit every member/designee/alternate for committee participation on an annual basis.

Section 11. Suspension of Rules. Any provision of this Article IV may be suspended upon the vote of a majority of the members of the O'Hare Commission, unless any such action, or the result of any such action, would be inconsistent with or would violate the provisions of the Intergovernmental Agreement or Illinois law.

ARTICLE V.
ADMINISTRATION

Section 1. Administrative, Professional and Technical Support. The City of Chicago and its Department of Aviation shall provide administrative, professional and technical support to the O'Hare Commission in connection with the planning and implementation of Noise Compatibility Programs and Projects.

Section 2. Audit and Accounting Procedures. The accounts of the O'Hare Commission shall be examined and audited at the end of each fiscal year by a qualified independent public accountant.

Section 3. Fiscal Year. The fiscal year of the O'Hare Commission shall commence on the first day of January.

Section 4. O'Hare Commission Records. The records of the O'Hare Commission shall be available for inspection and copying by the public as provided in the Illinois Freedom of Information Act, 5 ILCS 140 et seq., as amended from time to time.

ARTICLE VI.
AMENDMENTS

These by-laws may be amended by the O'Hare Commission at any O'Hare Commission meetings, provided that at least 48 hours written notice of the proposed amendment has been given to all members. Such notice may, however, be waived if all of the members who have been appointed are present and consent to the adoption of the amendment.

2019 Meetings

All meetings are open to the public. We encourage your participation.

EXECUTIVE COMMITTEE MEETING	ONCC MEETINGS	TECHNICAL COMMITTEE	RESIDENTIAL SOUND INSULATION COMMITTEE	FLY QUIET COMMITTEE
All Meetings begin at 10:30 a.m.	All Meetings begin at 8:00 a.m.	All Meetings begin at 9:00 a.m.	All Meetings begin at 9:30 a.m.	All Meetings begin at 9:30 a.m.
January 7, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL	January 11, 2019 Café la Cave 2777 S. Mannheim Road Des Plaines, IL	January 15, 2019 Mount Prospect Village Hall 50 S. Emerson Street Mount Prospect, IL	No January Meeting	January 22, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL
No February Meeting	No February Meeting	No February Meeting	No February Meeting	February 19, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL
February 25, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL	March 1, 2019 Café la Cave 2777 S. Mannheim Road Des Plaines, IL	March 19, 2019 Mount Prospect Village Hall 50 S. Emerson Street Mount Prospect, IL	March 13, 2019 Norridge Village Hall 4000 N. Olcott Norridge, IL	March 22, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL
April 1, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL	April 5, 2019 Café la Cave 2777 S. Mannheim Road Des Plaines, IL	April 16, 2019 Mount Prospect Village Hall 50 S. Emerson Street Mount Prospect, IL	No April Meeting	April 23, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL
April 29, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL	Annual Meeting May 3, 2019 Café la Cave 2777 S. Mannheim Road Des Plaines, IL	May 14, 2019 Mount Prospect Village Hall 50 S. Emerson Street Mount Prospect, IL	May 15, 2019 Norridge Village Hall 4000 N. Olcott Norridge, IL	May 28, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL
June 3, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL	June 7, 2019 Café la Cave 2777 S. Mannheim Road Des Plaines, IL	No June Meeting	No June Meeting	June 25, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL
No July Meeting	No July Meeting	No July Meeting	No July Meeting	No July Meeting
August 15, 2019 Strategic Planning Meeting	No August Meeting	August 20, 2019 Mount Prospect Village Hall 50 S. Emerson Street Mount Prospect, IL	No August Meeting	August 27, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL
September 3, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL	September 6, 2019 Café la Cave 2777 S. Mannheim Road Des Plaines, IL	September 17, 2019 Mount Prospect Village Hall 50 S. Emerson Street Mount Prospect, IL	September 18, 2019 Norridge Village Hall 4000 N. Olcott Norridge, IL	September 24, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL
September 30, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL	October 4, 2019 Café la Cave 2777 S. Mannheim Road Des Plaines, IL	October 15, 2019 Mount Prospect Village Hall 50 S. Emerson Street Mount Prospect, IL	No October Meeting	October 22, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL
October 28, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL	November 1, 2019 Café la Cave 2777 S. Mannheim Road Des Plaines, IL	November 12, 2019 Mount Prospect Village Hall 50 S. Emerson Street Mount Prospect, IL	November 13, 2019 Norridge Village Hall 4000 N. Olcott Norridge, IL	November 19, 2019 Aviation Building 10510 W. Zemke Rd. Chicago, IL
No December Meeting	No December Meeting	No December Meeting	No December Meeting	No December Meeting

Please note: Meetings are subject to date, time or location changes. Please visit www.oharenoise.org for updated information.

***New Meeting Added**

****Meeting Canceled**

10/31/2018



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 6.b

Title:

Recommendation to Award the Bid for the 3-Year Parkway Tree Planting Program

Presenter:

AJ Reineking

Meeting: Government Services Committee

Date: August 26, 2019

Proposed Cost: \$75,000 annually

Budgeted Amount: \$100,000

Not Budgeted:

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

On August 6, 2019, bids were opened for tree purchase and planting services for a three-year parkway tree planting program, spanning from Fall 2019 through Spring 2022. This advertisement furnished six bids, of which Acres Group of Wauconda, IL was the lowest responsive, responsible bidder.

While inspections and removals are being performed on a daily basis throughout the year, it is anticipated that between 250 and 300 trees will be planted in each fiscal year of the program. All trees that are to be planted will replace those that were removed due to catastrophic decline as a result disease, infestation, or significant trauma.

The City's Urban Forestry Management Plan includes a planting list that will improve the diversity of the City's urban forest, which will add an aesthetic diversity to the canopy, but will also help to minimize the impacts of diseases or infestations that affect a single species of tree more than another.

The bid unit price includes the cost of the tree, the installation, mulching, initial watering, as well as a two-year warranty.

Attachments *(please list):*

* Bid Tabulation * Bid Specifications * Acres Group Bid Sheet

Recommendation/Suggested Action *(briefly explain):*

Recommendation to award the bid for the 3-Year Parkway Tree Planting Program to Acres Group in accordance with their submitted unit costs.

3-Year Parkway Tree Planting Program
 Bid Tabulation
 Bid Opening: Aug. 6, 2019

Species	Est. Annual Qty.	Acres Group Wauconda, IL		Americana Landscape Elgin, IL		Pugsley & LaHaie Lake Zurich, IL		St. Aubin Nursery Kirkland, IL		Pedersen Co. St. Charles, IL		Cornerstone Partners St. Charles, IL	
		Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
Elm -Hybrid	5	\$ 265.00	\$ 1,325.00	\$ 338.00	\$ 1,690.00	\$ 419.00	\$ 2,095.00	\$ 400.00	\$ 2,000.00	\$ 418.44	\$ 2,092.20	\$ 650.27	\$ 3,251.35
Hackberry	5	\$ 265.00	\$ 1,325.00	\$ 341.00	\$ 1,705.00	\$ 430.00	\$ 2,150.00	\$ 400.00	\$ 2,000.00	\$ 438.44	\$ 2,192.20	\$ 650.27	\$ 3,251.35
Kent. Coffeetree	5	\$ 265.00	\$ 1,325.00	\$ 340.00	\$ 1,700.00	\$ 430.00	\$ 2,150.00	\$ 400.00	\$ 2,000.00	\$ 418.44	\$ 2,092.20	\$ 592.04	\$ 2,960.20
Bald Cypress	5	\$ 255.00	\$ 1,275.00	\$ 338.00	\$ 1,690.00	\$ 392.00	\$ 1,960.00	\$ 400.00	\$ 2,000.00	\$ 418.44	\$ 2,092.20	\$ 533.80	\$ 2,669.00
Dogwood SPP	5	\$ 275.00	\$ 1,375.00	\$ 342.00	\$ 1,710.00	\$ 336.00	\$ 1,680.00	\$ 425.00	\$ 2,125.00	\$ 426.13	\$ 2,130.65	\$ 528.95	\$ 2,644.75
Dogwood, Kousa	5	\$ 275.00	\$ 1,375.00	\$ 342.00	\$ 1,710.00	\$ 392.00	\$ 1,960.00	\$ 400.00	\$ 2,000.00	\$ 441.51	\$ 2,207.55	\$ 528.95	\$ 2,644.75
Japanese Scholar Tree	5	\$ 295.00	\$ 1,475.00	\$ 342.00	\$ 1,710.00	\$ 403.00	\$ 2,015.00	\$ 400.00	\$ 2,000.00	\$ 495.00	\$ 2,475.00	\$ 645.42	\$ 3,227.10
Catalpa, Southern	5	\$ 265.00	\$ 1,325.00	\$ 342.00	\$ 1,710.00	\$ 381.00	\$ 1,905.00	\$ 400.00	\$ 2,000.00	\$ 418.44	\$ 2,092.20	\$ 599.31	\$ 2,996.55
Ginko	5	\$ 344.00	\$ 1,720.00	\$ 390.00	\$ 1,950.00	\$ 482.00	\$ 2,410.00	\$ 425.00	\$ 2,125.00	\$ 495.36	\$ 2,476.80	\$ 760.27	\$ 3,801.35
Japanese Cornel	5	\$ 285.00	\$ 1,425.00	\$ 344.00	\$ 1,720.00	\$ 336.00	\$ 1,680.00	\$ 400.00	\$ 2,000.00	\$ 490.00	\$ 2,450.00	\$ 645.42	\$ 3,227.10
Serviceberry	5	\$ 285.00	\$ 1,425.00	\$ 340.00	\$ 1,700.00	\$ 336.00	\$ 1,680.00	\$ 400.00	\$ 2,000.00	\$ 433.82	\$ 2,169.10	\$ 511.15	\$ 2,555.75
Lilac Tree	5	\$ 275.00	\$ 1,375.00	\$ 342.00	\$ 1,710.00	\$ 280.00	\$ 1,400.00	\$ 400.00	\$ 2,000.00	\$ 464.59	\$ 2,322.95	\$ 645.42	\$ 3,227.10
Linden, Littleleaf	5	\$ 275.00	\$ 1,375.00	\$ 340.00	\$ 1,700.00	\$ 415.00	\$ 2,075.00	\$ 400.00	\$ 2,000.00	\$ 416.90	\$ 2,084.50	\$ 632.48	\$ 3,162.40
Alder	5	\$ 275.00	\$ 1,375.00	\$ 342.00	\$ 1,710.00	\$ 291.00	\$ 1,455.00	\$ 400.00	\$ 2,000.00	\$ 503.00	\$ 2,515.00	\$ 635.71	\$ 3,178.55
Ohio Buckeye	5	\$ 285.00	\$ 1,425.00	\$ 342.00	\$ 1,710.00	\$ 415.00	\$ 2,075.00	\$ 400.00	\$ 2,000.00	\$ 418.44	\$ 2,092.20	\$ 914.24	\$ 4,571.20
Bitternut Hickory	5	\$ 375.00	\$ 1,875.00	\$ 344.00	\$ 1,720.00	\$ 415.00	\$ 2,075.00	\$ 500.00	\$ 2,500.00	\$ 490.00	\$ 2,450.00	\$ 635.71	\$ 3,178.55
Maple, Statestreet	5	\$ 284.00	\$ 1,420.00	\$ 342.00	\$ 1,710.00	\$ 392.00	\$ 1,960.00	\$ 400.00	\$ 2,000.00	\$ 449.20	\$ 2,246.00	\$ 726.89	\$ 3,634.45
Maple, Miyabei	5	\$ 295.00	\$ 1,475.00	\$ 348.00	\$ 1,740.00	\$ 392.00	\$ 1,960.00	\$ 400.00	\$ 2,000.00	\$ 449.20	\$ 2,246.00	\$ 726.89	\$ 3,634.45
Maple, Shantung	5	\$ 295.00	\$ 1,475.00	\$ 348.00	\$ 1,740.00	\$ 426.00	\$ 2,130.00	\$ 400.00	\$ 2,000.00	\$ 460.00	\$ 2,300.00	\$ 571.01	\$ 2,855.05
Yellowwood	5	\$ 315.00	\$ 1,575.00	\$ 348.00	\$ 1,740.00	\$ 426.00	\$ 2,130.00	\$ 400.00	\$ 2,000.00	\$ 530.74	\$ 2,653.70	\$ 716.45	\$ 3,582.25
Chinese Catalpa	5	\$ 245.00	\$ 1,225.00	\$ 346.00	\$ 1,730.00	\$ 381.00	\$ 1,905.00	\$ 400.00	\$ 2,000.00	\$ 376.00	\$ 1,880.00	\$ 598.51	\$ 2,992.55
Elm - Hybrid	5	\$ 265.00	\$ 1,325.00	\$ 338.00	\$ 1,690.00	\$ 419.00	\$ 2,095.00	\$ 400.00	\$ 2,000.00	\$ 418.44	\$ 2,092.20	\$ 650.27	\$ 3,251.35
Hackberry	5	\$ 265.00	\$ 1,325.00	\$ 341.00	\$ 1,705.00	\$ 430.00	\$ 2,150.00	\$ 400.00	\$ 2,000.00	\$ 438.44	\$ 2,192.20	\$ 650.27	\$ 3,251.35
Kentucky Coffeetree	5	\$ 265.00	\$ 1,325.00	\$ 340.00	\$ 1,700.00	\$ 430.00	\$ 2,150.00	\$ 400.00	\$ 2,000.00	\$ 418.44	\$ 2,092.20	\$ 592.04	\$ 2,960.20
Oak, Swamp White	5	\$ 285.00	\$ 1,425.00	\$ 344.00	\$ 1,720.00	\$ 448.00	\$ 2,240.00	\$ 400.00	\$ 2,000.00	\$ 423.05	\$ 2,115.25	\$ 679.39	\$ 3,396.95
Serviceberry	5	\$ 285.00	\$ 1,425.00	\$ 340.00	\$ 1,700.00	\$ 336.00	\$ 1,680.00	\$ 400.00	\$ 2,000.00	\$ 433.82	\$ 2,169.10	\$ 511.15	\$ 2,555.75
Lilac Tree	5	\$ 285.00	\$ 1,425.00	\$ 342.00	\$ 1,710.00	\$ 280.00	\$ 1,400.00	\$ 400.00	\$ 2,000.00	\$ 464.59	\$ 2,322.95	\$ 645.42	\$ 3,227.10
London Planetree	5	\$ 265.00	\$ 1,325.00	\$ 342.00	\$ 1,710.00	\$ 370.00	\$ 1,850.00	\$ 400.00	\$ 2,000.00	\$ 418.44	\$ 2,092.20	\$ 635.71	\$ 3,178.55
Alder	5	\$ 275.00	\$ 1,375.00	\$ 342.00	\$ 1,710.00	\$ 291.00	\$ 1,455.00	\$ 400.00	\$ 2,000.00	\$ 503.00	\$ 2,515.00	\$ 635.71	\$ 3,178.55
Birch, River	5	\$ 245.00	\$ 1,225.00	\$ 348.00	\$ 1,740.00	\$ 403.00	\$ 2,015.00	\$ 400.00	\$ 2,000.00	\$ 341.51	\$ 1,707.55	\$ 562.92	\$ 2,814.60
Buckeye, Yellow	5	\$ 285.00	\$ 1,425.00	\$ 344.00	\$ 1,720.00	\$ 426.00	\$ 2,130.00	\$ 400.00	\$ 2,000.00	\$ 418.44	\$ 2,092.20	\$ 914.24	\$ 4,571.20
Hornbeam, European	5	\$ 285.00	\$ 1,425.00	\$ 344.00	\$ 1,720.00	\$ 392.00	\$ 1,960.00	\$ 400.00	\$ 2,000.00	\$ 465.00	\$ 2,325.00	\$ 606.59	\$ 3,032.95
Horsechestnut	5	\$ 285.00	\$ 1,425.00	\$ 348.00	\$ 1,740.00	\$ 403.00	\$ 2,015.00	\$ 400.00	\$ 2,000.00	\$ 418.44	\$ 2,092.20	\$ 448.06	\$ 2,240.30
Maple, Hedge	5	\$ 275.00	\$ 1,375.00	\$ 348.00	\$ 1,740.00	\$ 426.00	\$ 2,130.00	\$ 400.00	\$ 2,000.00	\$ 409.20	\$ 2,046.00	\$ 726.89	\$ 3,634.45
Oak, Black	5	\$ 285.00	\$ 1,425.00	\$ 348.00	\$ 1,740.00	\$ 370.00	\$ 1,850.00	\$ 400.00	\$ 2,000.00	\$ 497.00	\$ 2,485.00	\$ 650.27	\$ 3,251.35
Oak, Burr	5	\$ 285.00	\$ 1,425.00	\$ 348.00	\$ 1,740.00	\$ 448.00	\$ 2,240.00	\$ 400.00	\$ 2,000.00	\$ 423.05	\$ 2,115.25	\$ 679.39	\$ 3,396.95
Oak, English	5	\$ 285.00	\$ 1,425.00	\$ 348.00	\$ 1,740.00	\$ 370.00	\$ 1,850.00	\$ 400.00	\$ 2,000.00	\$ 491.00	\$ 2,455.00	\$ 679.39	\$ 3,396.95
Oak, Red	5	\$ 285.00	\$ 1,425.00	\$ 348.00	\$ 1,740.00	\$ 462.00	\$ 2,310.00	\$ 400.00	\$ 2,000.00	\$ 423.05	\$ 2,115.25	\$ 679.39	\$ 3,396.95
Oak, White	5	\$ 296.00	\$ 1,480.00	\$ 348.00	\$ 1,740.00	\$ 370.00	\$ 1,850.00	\$ 425.00	\$ 2,125.00	\$ 524.59	\$ 2,622.95	\$ 679.39	\$ 3,396.95
Oak, Shingle	5	\$ 285.00	\$ 1,425.00	\$ 348.00	\$ 1,740.00	\$ 462.00	\$ 2,310.00	\$ 400.00	\$ 2,000.00	\$ 423.05	\$ 2,115.25	\$ 679.39	\$ 3,396.95
Dawn Redwood	5	\$ 260.00	\$ 1,300.00	\$ 348.00	\$ 1,740.00	\$ 370.00	\$ 1,850.00	\$ 400.00	\$ 2,000.00	\$ 418.44	\$ 2,092.20	\$ 533.80	\$ 2,669.00
Golden Raintree	5	\$ 276.00	\$ 1,380.00	\$ 348.00	\$ 1,740.00	\$ 336.00	\$ 1,680.00	\$ 400.00	\$ 2,000.00	\$ 433.82	\$ 2,169.10	\$ 592.04	\$ 2,960.20
Horsechestnut, Red	5	\$ 285.00	\$ 1,425.00	\$ 348.00	\$ 1,740.00	\$ 426.00	\$ 2,130.00	\$ 400.00	\$ 2,000.00	\$ 418.44	\$ 2,092.20	\$ 732.56	\$ 3,662.80
Ironwood	5	\$ 285.00	\$ 1,425.00	\$ 348.00	\$ 1,740.00	\$ 392.00	\$ 1,960.00	\$ 400.00	\$ 2,000.00	\$ 418.44	\$ 2,092.20	\$ 614.68	\$ 3,073.40
Katsura	5	\$ 285.00	\$ 1,425.00	\$ 348.00	\$ 1,740.00	\$ 370.00	\$ 1,850.00	\$ 400.00	\$ 2,000.00	\$ 433.82	\$ 2,169.10	\$ 528.95	\$ 2,644.75
Larch	5	\$ 264.00	\$ 1,320.00	\$ 348.00	\$ 1,740.00	\$ 370.00	\$ 1,850.00	\$ 400.00	\$ 2,000.00	\$ 433.82	\$ 2,169.10	\$ 673.36	\$ 3,366.80
Sweetgum	5	\$ 275.00	\$ 1,375.00	\$ 348.00	\$ 1,740.00	\$ 392.00	\$ 1,960.00	\$ 400.00	\$ 2,000.00	\$ 473.82	\$ 2,369.10	\$ 616.30	\$ 3,081.50
Tuliptree	5	\$ 265.00	\$ 1,325.00	\$ 348.00	\$ 1,740.00	\$ 370.00	\$ 1,850.00	\$ 400.00	\$ 2,000.00	\$ 418.44	\$ 2,092.20	\$ 778.78	\$ 3,893.90
Zelkova	5	\$ 275.00	\$ 1,375.00	\$ 348.00	\$ 1,740.00	\$ 345.00	\$ 1,725.00	\$ 400.00	\$ 2,000.00	\$ 472.28	\$ 2,361.40	\$ 632.48	\$ 3,162.40
Blackgum	5	\$ 289.00	\$ 1,445.00	\$ 348.00	\$ 1,740.00	\$ 392.00	\$ 1,960.00	\$ 400.00	\$ 2,000.00	\$ 427.00	\$ 2,135.00	\$ 616.30	\$ 3,081.50
Beech, European	5	\$ 335.00	\$ 1,675.00	\$ 348.00	\$ 1,740.00	\$ 370.00	\$ 1,850.00	\$ 400.00	\$ 2,000.00	\$ 518.44	\$ 2,592.20	\$ 643.80	\$ 3,219.00
TOTAL		\$ 71,865.00		\$ 88,090.00		\$ 99,195.00		\$ 102,875.00		\$ 113,357.00		\$ 163,590.45	

* Indicates proposed Substitution

**CITY OF ST. CHARLES
PARKWAY TREE PLANTING PROGRAM # 1055**

PROJECT UNDERSTANDING AND APPROACH

The City of St. Charles is seeking bids to establish a contract for the provision and planting of specified varieties of quality parkway trees for the City of St. Charles for a three-year period. The City intends to conduct two planting cycles per year (spring and fall) beginning in fall of 2019 and concluding spring of 2022. Bid prices will remain fixed for the contract period. This project will be overseen by St. Charles' Urban Forestry Consultant and/or City staff.

SECTION III - SPECIFICATIONS FOR PLANTING PARKWAY TREES # 1055

1. GENERAL INFORMATION

Submitting Bid: Planting Contractor is requested to submit a price per unit for each tree type. This contract is a Unit-Cost contract. Some plantings may be removed from, or added to the supplied list prior to contract completion. Ample notice will be given to the Approved Planting Contractor if a site is to be removed from or added to the project. A total of 255 trees will be used to best estimate the annual combined cost of the project for both the fall and spring planting seasons. This is an estimate and shall not be interpreted as a minimum guaranteed quantity. The actual quantity will be determined based on bid pricing received, budgetary availability, and removals performed. Subcontractors may be utilized with the consent of City staff.

The City is requesting pricing for 51 different species or varieties of trees for the three year program. This is to support the City's diversity planting initiative. However, to simplify logistics, the City anticipates that only 15-20 different varieties of trees will be planted in any given planting season.

The timing of the award of this bid is anticipated as follows:

Milestone	Time/Date
Bids Due to the City	2:00 PM / Tuesday, August 6, 2019
Recommendation to Government Services Committee	Monday, August 26, 2019
Approval By City Council	Monday, September 2, 2019

A purchase order will be issued upon City Council authorization and receipt of insurance documentation and bonds from the successful bidder.

Timing of planting: Timing of planting is critical to the success of this project. Timing of planting for the Fall shall be between second week in September and the second week in November of each year. The November deadline may be extended with the consent of the City in the event of inclement weather conditions during the time of planting. Timing of the Spring planting shall be from the time the final frost has receded to June 1 of each year.

Locations of Work: A list of addresses of parkway tree planting locations will be provided to the successful contractor prior to planting. The contractor will be responsible for calling in utility locates to have underground utilities marked prior to planting. Individual tree planting locations will be provided by the City in the form of Excel Worklists, along with hardcopy list, and maps. These lists and maps will not be routed. Routing of the lists will be the responsibility of the contractor. The City will be responsible for any alterations to the supplied plan.

Hours of Work: Work shall be performed from 7:00 am to 5:00 pm Monday through Friday. All weekend work must be approved in advance by City of St. Charles.

Communications/Public Relations: Contractor is required to notify the Public Services Division Manager one week in advance of beginning work and to check in daily to report progress of work and any issues or problems. Contractor shall at all times maintain good relations with the public and respectfully answer questions from the public. Contractor will be required to direct inquiring residents to the Public Services

Division Manager.

Water Source: Contractor will be permitted access to water at the St. Charles Wastewater Treatment Facility for the purpose of filling tanks to water during initial planting of trees free of charge. Use of fire hydrants will be strictly prohibited.

Safety: The contractor shall exercise every precaution for the protection of persons and properties. The contractor shall provide their work crews with the necessary personal protective equipment to safely complete their work.

2. ASSURANCES/SPECIFICATIONS

Species: The species selected for this project, and their specific locations, were determined by the City using industry Best Management Practices (BMPs). If species that are called for in the attached Species List cannot be procured in full, substitution may be made by the Planting Contractor, but only at the discretion of the and City staff.

Inspection: City staff will visit the nursery with the Planting Contractor, and identify one or more trees for each species on the Species List that conform to health and aesthetic parameters set forth in the following section. This consultation will serve as a benchmark for what stock will be considered acceptable. Upon delivery of nursery stock by the Planting Contractor, the Urban Forestry Consultant will inspect all delivered material, and reserves the right to reject any item which is deemed to not meet specifications.

Any material deemed unacceptable will be replaced at no cost to the City. During and after planting, the Urban Forestry Consultant will inspect planting practices and end results, and retains the right to notify the Planting Contractor of noncompliance, at which point the nursery must take corrective action at no charge to the City.

Health and Aesthetic Parameters: All stock shall be between 2.5" and 4" Balled and Burlapped (B&B) trees, unless otherwise approved. 2.5" caliper trees shall be the preferred size, but other sizes may be approved by consent of the City. Trees which have a multi-stem growth habit will be judged by adding the diameters of the individual stems, or by height above the root collar. For trees judged by height above the root collar, a height of no less than 5' shall be considered acceptable. All stock shall be in good to excellent condition, and have good to excellent architecture for the species in question. No multiple leaders, cracked major branches, leans of greater than 15 degrees, dead major limbs, moderate to severe wounding, diseased or infested stock, degraded root balls, or other such defect shall be accepted. Trees not in compliance with these guidelines will not be accepted.

Planting: The Planting Contractor's crew shall be comprised of experienced plantmen with at least one year of prior tree planting experience. Planting pits shall be hand dug by the approved planting contractor with sloped sides and flat bottoms. Sides will be gently roughed with a shovel or similar implement prior to installation. Excavated soil will be used as backfill. All trees shall be planted to the depth of the root collar. After backfilling, excess soil shall be removed, and the contractor shall provide an initial watering and mulching. See attached diagram for proper planting specifications. No wrapping, staking, or other modifications to the prescribed planting shall be performed by the Planting Contractor without the express prior consent of City. See Attached Detail.

Mulch: All trees shall be mulched with no more than a 3" deep layer of shredded hardwood mulch after the initial watering. Mulch rings shall conform to attached specifications. Each site shall be cleared of all debris, excess soil, containers or tools before moving to the next planting site. If during post-planting inspection, mulch has been applied incorrectly, it will be identified and remedied at the Planting Contractor's cost.

Watering: The Approved Planting Contractor will provide a minimum of 5 gallons of water to each new planting immediately after planting (within 1 day preferred). Since some of the planting may occur during dormancy, continued watering may not be necessary.

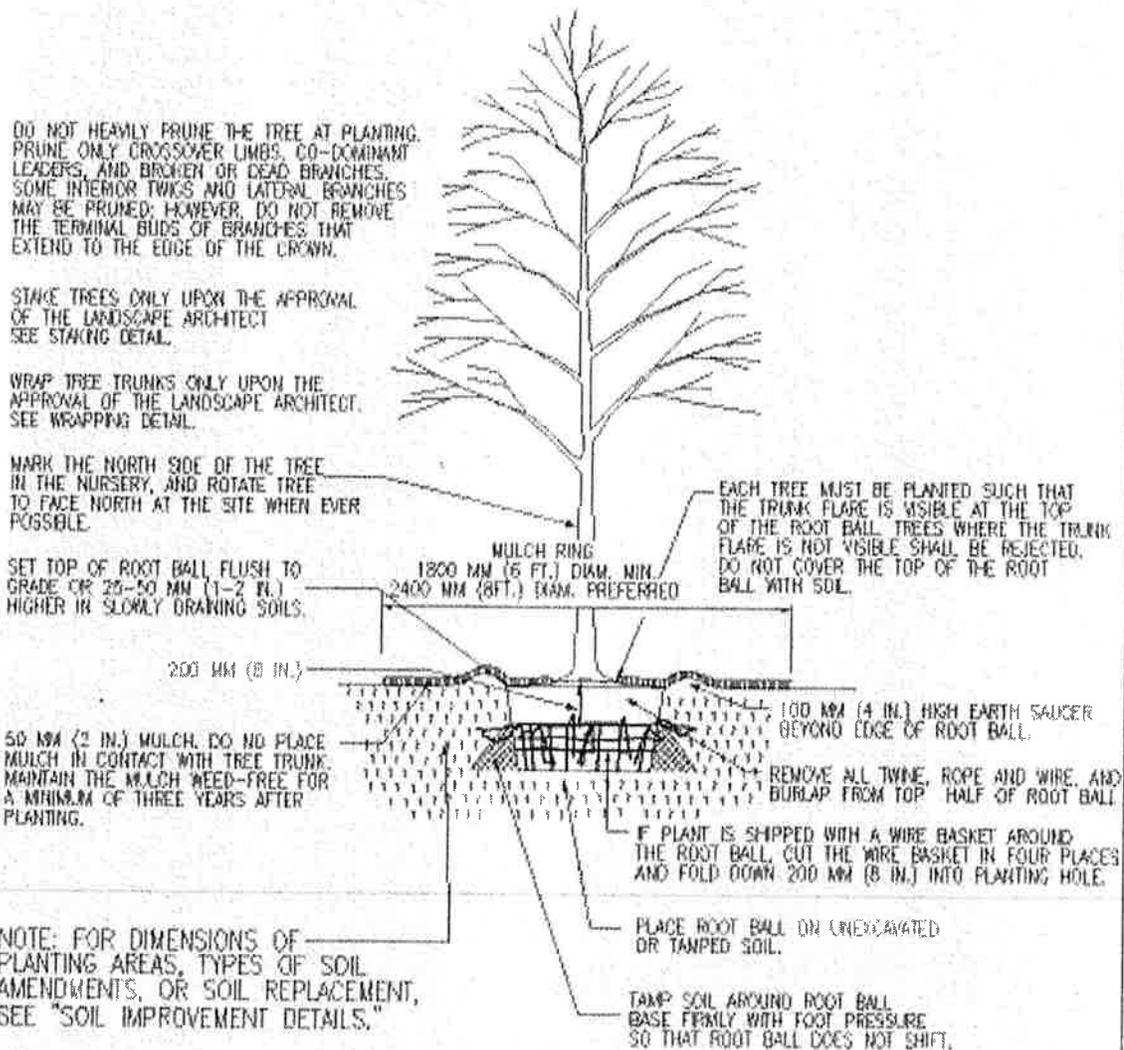
Replacement Guarantee: The contract will guarantee all installed material for a period of no less

than two (2) years after installation. Details of how the Replacement Guarantee will function must be established before this contract will be finalized and an notice to proceed is issued. Replacement Guarantee details will depend on the Approved Planting Contractor's existing warranty specifications. It is generally anticipated that the City of St. Charles will assume financial responsibility for replacement costs after the Approved Nursery's warranty period has ended. The Planting Contractor will not be responsible for replacing trees which did not survive due to any reason other than planting practice or vigor, such as (but not limited to) automobile accident, vandalism, gross homeowner neglect, or other such activities.

Attachment (ISA Planting Detail):

**INTERNATIONAL SOCIETY
OF ARBORICULTURE**

INTERNATIONAL SOCIETY OF ARBORICULTURE
1400 WEST ANTHONY DRIVE
CHAMPAIGN, IL 61821
(217) 355-9411
(217) 355-9516 FAX



NOTES

1. PLEASE REFER TO INTRODUCTION AND USE CRITERIA PRIOR TO USING THIS DETAIL.



TREE PLANTING DETAIL - B&B TREES IN ALL SOIL TYPES

NOTE: THIS DETAIL ASSUMES THAT THE PLANTING SPACE IS LARGER THAN 2400 MM (8 FT.) SQUARE, OPEN TO THE SKY, AND NOT COVERED BY ANY PAVINGS OR GRATING.

**SECTION IV – PROPOSAL FORM
Parkway Tree Planting Bid Form**

Provide a bid price for each tree identified. Provide a substitute where a species is not available. Unit price for each tree shall include all labor, tools, equipment, and materials necessary to plant the tree, as well as mulch and initial watering upon planting. Estimated quantities are for annual spring and fall planting seasons.

FALL/SPRING TREE PROGRAM BID FORM

Species	Est. Count	Unit Cost In Dollars (\$)	Total Cost (Unit Cost x Count)
Elm-Hybrid	5	\$ 265 ⁻	\$ 1,325 ⁻
Hackberry	5	\$ 265 ⁻	\$ 1,325 ⁻
Kentucky Coffeetree	5	\$ 265 ⁻	\$ 1,325 ⁻
Bald Cypress	5	\$ 255 ⁻	\$ 1,275 ⁻
Dogwood SPP	5	\$ 275 ⁻	\$ 1,375 ⁻
Dogwood, Kousa	5	\$ 275 ⁻	\$ 1,375 ⁻
Japanese Scholar Tree	5	\$ 295 ⁻	\$ 1,475 ⁻
Catalpa-Southern	5	\$ 265 ⁻	\$ 1,325 ⁻
Ginkgo	5	\$ 344 ⁻	\$ 1,720 ⁻
Japanese Cornel	5	\$ 285 ⁻	\$ 1,425 ⁻
SERVICEBERRY	5	\$ 285 ⁻	\$ 1,425 ⁻
Tree Lilac	5	\$ 275 ⁻	\$ 1,375 ⁻
Linden-Littleleaf	5	\$ 275 ⁻	\$ 1,375 ⁻
Alder	5	\$ 275 ⁻	\$ 1,375 ⁻
Buckeye-Ohio	5	\$ 285 ⁻	\$ 1,425 ⁻
Bitternut Hickory	5	\$ 375 ⁻	\$ 1,875 ⁻
State Street Maple	5	\$ 284 ⁻	\$ 1,420 ⁻
Maple-Miyabei	5	\$ 295 ⁻	\$ 1,475 ⁻
Maple-Shantung	5	\$ 295 ⁻	\$ 1,475 ⁻
Yellowwood	5	\$ 315 ⁻	\$ 1,575 ⁻
Chinese Catalpa	5	\$ 245 ⁻	\$ 1,225 ⁻
Elm-Hybrid	5	\$ 265 ⁻	\$ 1,325 ⁻
Hackberry	5	\$ 265 ⁻	\$ 1,325 ⁻
Kentucky Coffeetree	5	\$ 265 ⁻	\$ 1,325 ⁻
Oak, Swamp White	5	\$ 285 ⁻	\$ 1,425 ⁻
Serviceberry	5	\$ 285 ⁻	\$ 1,425 ⁻

Tree Lilac	5	\$ 285 ⁻	\$ 1,425 ⁻
London Planetree	5	\$ 265 ⁻	\$ 1,325 ⁻
Alder	5	\$ 275 ⁻	\$ 1,375 ⁻
Birch, River	5	\$ 245 ⁻	\$ 1,225 ⁻
Buckeye, Yellow	5	\$ 285 ⁻	\$ 1,425 ⁻
Hornbeam, European	5	\$ 285 ⁻	\$ 1,425 ⁻
Horsechestnut	5	\$ 285 ⁻	\$ 1,425 ⁻
Maple, Hedge	5	\$ 275 ⁻	\$ 1,375 ⁻
Oak, Black	5	\$ 285 ⁻	\$ 1,425 ⁻
Oak, Burr	5	\$ 285 ⁻	\$ 1,425 ⁻
Oak, English	5	\$ 285 ⁻	\$ 1,425 ⁻
Oak, Red	5	\$ 285 ⁻	\$ 1,425 ⁻
Oak, White	5	\$ 296 ⁻	\$ 1,480 ⁻
Oak, Shingle	5	\$ 285 ⁻	\$ 1,425 ⁻
Dawn Redwood	5	\$ 260 ⁻	\$ 1,300 ⁻
Golden Raintree SUB LILAC RED TIC GOLD	5	\$ 276 ⁻	\$ _____
Horsechestnut, Red	5	\$ 285 ⁻	\$ 1,425 ⁻
Ironwood	5	\$ 285 ⁻	\$ 1,425 ⁻
Katsura	5	\$ 285 ⁻	\$ 1,425 ⁻
Larch	5	\$ 264 ⁻	\$ 1,320 ⁻
Sweetgum	5	\$ 275 ⁻	\$ 1,375 ⁻
Tuliptree	5	\$ 265 ⁻	\$ 1,325 ⁻
Zelkova	5	\$ 275 ⁻	\$ 1,375 ⁻
Blackgum	5	\$ 289 ⁻	\$ 1,445 ⁻
Beech, European	5	\$ 335 ⁻	\$ 1,675 ⁻

*Please draw a line through any species above that you are unable to procure and fill out the table below with your proposed substitute.

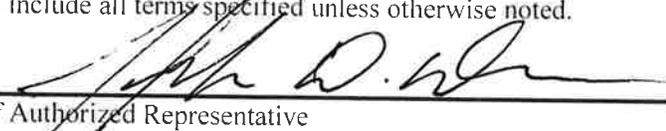
Proposed Substitute Species:

Substitute Tree Species	Substituted For	Count	Unit Cost	Total Cost
BESITHI GOLD LILAC	COULDER RAMTREE	5	\$ 276-	\$ 1,380-
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$

TOTAL ANNUAL COST OF TREE PLANTING PROGRAM: \$ 71,865.00

List any and all deviations from minimum specifications (other than species substitutes outlined above):

I certify that I am acting as an agent for the firm designated below and that the firm will sell to the City of St. Charles the product(s) described herein for the amount specified above. Further, I certify that all exceptions or deviations from the attached detailed specifications are clearly stated in writing and the price quoted shall include all terms specified unless otherwise noted.



 Signature of Authorized Representative

PLEASE TYPE OR NEATLY PRINT THE FOLLOWING INFORMATION

Name of Authorized Representative JEFF DUMAS Title VICE PRESIDENT

Company Name ACRES GROUP

Street Address 610 W. LIBERTY ST. WAUCONDA, IL 60084

City 630-975-1426 State Zip Code

(Area Code) Phone Number



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 6.c

Title:

Recommendation to award the Bid for the 2019 Asphalt Patching Program

Presenter:

AJ Reineking

Meeting: Government Services Committee

Date: August 26, 2019

Proposed Cost: \$159,657.00

Budgeted Amount: \$160,000.00

Not Budgeted:

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

On August 6, 2019, the City publicly opened bids for the 2019 Asphalt Patching Program. Similar to the 2017 and 2018 programs, the 2019 program will consist of just over 7,500 yards of patch material. The program traditionally has alternated between the east and west sides of the community. The 2018 program focused heavily on the west side and the 2019 program will, in turn, target the east side of the City.

The bid calls for a 2” grind and overlay of the roadway at each location. This program will be performed in conjunction with the City’s in-house roadway maintenance program, which predominantly focuses on smaller repairs or repairs completed in conjunction with utility work.

The City received three (3) bids to complete this work with Builders Paving, LLC of Hillside, IL being the lowest responsive, responsible bidder.

Builders Paving is a large company in the area. They have done work and provided asphalt material for the City in the past, and performed adequately.

Attachments *(please list):*

* Bid Tabulation * Bid Specifications * Builders Paving Bid Sheet

Recommendation/Suggested Action *(briefly explain):*

Recommendation to award the bid for the 2019 Asphalt Patching Program to Builders Paving in the submitted bid amount of \$19.00 per square yard of material replaced.

2019 Asphalt Patching Program

Bid Tabulation

Bid Opening: August 6, 2019

	Unit	Anticipated Units	Builders Paving Hillside, IL		Schroeder Asphalt Huntley, IL		Geneva Construction Aurora, IL	
			Unit Bid	Extended Bid	Unit Bid	Extended Bid	Unit Bid	Extended Bid
Grind & Patch	Per Sq Yard	7903	\$ 19.00	\$ 150,157.00	\$ 24.00	\$ 189,672.00	\$ 24.20	\$ 191,252.60
Mobilization	Per Instance	1	\$ 9,500.00	\$ 9,500.00	\$ 3,500.00	\$ 3,500.00	\$ 7,000.00	\$ 7,000.00
TOTAL				\$ 159,657.00		\$ 193,172.00		\$ 198,252.60

INVITATION TO BID
Asphalt Grinding/Patching Program #1056

The City of St. Charles has an immediate need for a qualified contractor to perform grinding and asphalt patching work to City streets throughout the community.

TIMELINE FOR AWARD:

The following table identifies the anticipated timeline for this project.

Critical Path Item	Date
Bids Due By	Tuesday, August 6 th at (2:30 PM)
Questions Due By:	No later than 3:00 PM Tuesday, July 30
Work Awarded	Monday, September 2nd
Work Completed By	Friday, November 1 st 2019

SCOPE:

All work performed for the City shall meet the highest industry standard. All patching work shall be comprehensive and uniform and match the existing grade.

All patches shall be 2" Class D patches meeting the IDOT Standard Specifications for Road and Bridge Construction adopted April 1, 2016.

Prior to grinding the existing surface, Contractor shall saw-cut the surface at the perpendicular ends to allow for a 90 degree edge on all sides. Once new asphalt is laid, it shall be properly compacted and match the existing grade.

The awarded contractor must supply flaggers and traffic control for both the grinding and paving crew.

PRICE:

The City is seeking a unit price per square yard to perform complete asphalt patch work including prep, grinding and material removal, asphaltting, and compaction.

Prices shall include all tools, equipment, labor, materials, and hauling necessary to complete the task.

TERM:

The Patching Program shall be completed no later than Friday, November 1st, 2019. Once work commences, it shall be completed in successive days until completed. Start date will be mutually agreed upon by the awarded contractor and the Public Works Division Manager.

Additionally, The City is requesting that the awarded contractor hold the bid pricing until the end of the fiscal year on April 30, 2020. All work must be invoiced on or before Tuesday, April 30, 2020

Equipment may be stored overnight at a gated Public Works Facility. The City is in no way responsible for damaged, lost, stolen, or vandalized equipment stored on City premises.

TIME OF WORK:

Work shall be completed between the hours of 7:00 am and 4:00 pm Monday through Friday. Exceptions may be made for tacking operations to maintain operational continuity.

QUANTITY & LOCATION OF WORK:

The City has identified up to 7,903 square yards of roadway that are in need of permanent patch work throughout the community. The above quantity in no way represents a guaranteed minimum or maximum square yards, the City reserves the right to add or subtract from the project scope at any time.

BASIS OF AWARD:

Award will be based on 7,903 square yards of grind and Asphalt patch of asphalt surfaces as well as one mobilization.

Actual work will be based on the bid prices received and budgetary funds available, and shall be performed at the City's sole discretion.

COMPLIANCE WITH LAWS:

Vendor must comply with all applicable laws, including, but not limited to the Illinois Human Rights Act, the Public Works Employment Discrimination Act, and the Illinois Prevailing Wage Act. Contractor's certified payroll is required to be submitted with all pay requests/invoices.

Questions shall be submitted to AJ Reineking, Public Works Manager no later than 3:00 PM Tuesday, July 30, 2019 at areineking@stcharlesil.gov.

City of St. Charles

Asphalt Grinding/Patching Program #1056

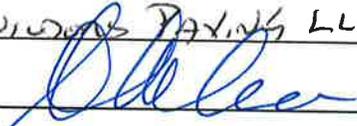
Bids will be accepted until 2:30 PM on Tuesday, August 6, 2019.

Company: BUILDINGS PAVING LLC

Company Address: 4413 ROOSEVELT RD #108, HILLSIDE, IL 60162

Contact: JOHN PELTON Contact Phone Number: 847-419-9000

Contact Email: JPelton@BuildingsPavingLLC.com

Signature of Authorized Agent: 

BID

Item	Unit	Unit Bid	Anticipated Units*	Extended Bid
Grind and Patch	Per Square Yard	\$ 19.00	7,903	\$ 150,157.00
Mobilization	Per Instance	\$ 9,500.00	1	\$ 9,500.00
TOTAL BID				\$ 159,657.00

*Actual units will be determined by bids received and budgetary funds available.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *6.d

Title:

Recommendation to Approve a Construction Contract for the John Deutsch Drive Culvert Repairs Project

Presenter:

Ken Jay

Meeting: Government Services Committee

Date: August 26, 2019

Proposed Cost: \$79,730

Budgeted Amount: \$100,000

Not Budgeted:

Executive Summary (if not budgeted please explain):

In 2017, all culverts that fall under City jurisdiction were inspected and conditions were documented. Inspection reports provided recommended repairs to culverts that were deemed to be in poor condition. The dual culverts underneath John Deutsch Drive were rated to be in very poor condition and in need of repairs to the existing CMP pipe invert, as well as other minor improvements such as the addition of stone rip-rap near the culverts within the stream bed.

Repairing the pipe inverts is necessary, but also considered a temporary or partial repair. The culverts will need to be budgeted to be lined in the next five to ten years. Note that work being performed under this repair contract would be required prior to lining the culverts.

Bid Results:

On August 16, sealed bids for the 7th Avenue Culvert Repair Project were publicly opened and read aloud. The City received a total of four (4) bids for this project, with the results shown below.

<i>Engineer's Estimate</i>	\$ 84,080
Martam Construction, Inc.	\$ 79,730
Prime Construction	\$ 84,200
Proshot Concrete, Inc.	\$ 97,796
Alliance Contractors	\$121,326

Martam Construction, Inc. has successfully performed similar work for the City, including the concrete improvements within the Inventory Control storage facility. Martam Construction has the experience and ability to complete the project.

Project Schedule:

The repair work is scheduled to be completed by October 31, 2019.

Attachments (please list):

None

Recommendation/Suggested Action (briefly explain):

Recommendation to approve Construction Contract with Martam Construction, Inc. for the John Deutsch Drive Culvert Repair Project in the amount of \$79,730.

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 6.e

Title:

Recommendation to Award the Bid for Repainting and Repairs To 10th Street Water Tower

Presenter:

Tim Wilson

Meeting: Government Services Committee

Date: August 26, 2019

Proposed Cost: \$521,300

Budgeted Amount: \$515,000

Not Budgeted: **Executive Summary** *(if not budgeted please explain):*

The Campton Hills Water Tower is a 300,000 gallon elevated water storage tank that was originally constructed in 1956. The exterior paint on the water tower was spot repaired in 2000 and the current coating has reached the end of its life. Repainting is important to protect the steel from rust and extend the life of the tower structure.

The planned scope of work to the water tower includes complete exterior and wet interior sandblast cleaning and repainting of the tower. The dry interior will only receive spot painting repairs. The blasting and repainting of the water tower will require containment. During the repainting, a tent-like cover will be draped around the tower to protect the surrounding area as sanding and painting is completed. Other work includes foundation maintenance, roof hatches, tank vent replacement, upgraded safety requirements mandated by OSHA and roof repairs.

The bid opening was conducted on July 8, 2019 and five companies bid the project.

L & T Painting	\$ 433,500 -Bid withdraw
Era Valdivia	\$ 521,300
Jetco	\$ 545,875
Tecorp	\$ 581,000
Utility Service	\$ 695,300

The low bidder of L & T painting requested a bid withdraw. The bid withdraw is due to a newly passed state law placing additional requirements on firms completing work on water structures. Dixon Engineering has reviewed the remainder of the bids and made a recommendation to award the bid to second low bidder, Era Valdivia.

Attachments *(please list):*

* L & T Paining Withdraw Letter *Dixon Engineering Recommendation * Rendering of Water Tower

Recommendation/Suggested Action *(briefly explain):*

Recommendation to award the bid for Tenth Street Water Tower Painting to Era Valdivia in the amount of \$521,300.



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

July 25, 2019

Mr. Tim Wilson
City of St Charles
2 E. Main Street
St Charles, IL 60174

Re: 300,000 Gallon Spheroid Rehabilitation Project Recommendation Letter

Dear Tim:

Dixon Engineering, Inc. has reviewed the bids submitted for the rehabilitation and repainting of the exterior and interior of the City's 300,000 10th street spheroid elevated water storage tank. We recommend the award be to the second lowest bidder, Era Valdivia of Chicago, IL in the amount of \$521,300. This includes all line items. Bidding was competitive with a total of four (4) bids received, the highest bid coming in at \$695,300 and the lowest at \$433,500.

Era Valdivia is a prequalified painting contractor with Dixon Engineering for this scope of work and has successfully completed many similar projects over the years.

Enclosed for your review and action are three (3) copies of the Notice of Award. After approval, please sign and forward all three (3) copies to the contractor for their signature. Instruct the contractor to return one (1) copy to you, forward one (1) copy to Dixon Engineering, and retain a signed copy for their files. Also please notify the contractor that he is to forward to our office the required bonds and insurance certificates for inclusion into the contract documents.

If you have any questions regarding our recommendation, please contact me at (630) 376-8322.

FOR DIXON ENGINEERING, INC.,

Todd Schaefer
Project Manager



DIXON

**ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY**

**Members: Society of Protective Coatings • American Water Works Association
Consulting Engineers Council**

L&T Painting Company Inc.

50502 hunters creek trl
Shelby township,MI 48317

Em:lulaj82@yahoo.com

P: (586)799-7094 C:(586)873-0761 F:(586)803-4088

To whom it concerns,

When we put the bid together for city of Saint Charles Illinois 300,000 gallons spheroid I was aiming to do this project in spring of 2020, I was not aware of any new law at that point,
Having this new law coming in the affect on January 1, 2020 we are not sure if our company is going to meet the requirements for us to proceed on this project.

I wish to withdraw my bid,,

I apologize for any trouble that our company caused Saint Charles Illinois.

Please fill free to contact me with any questions you may have.

Thank you

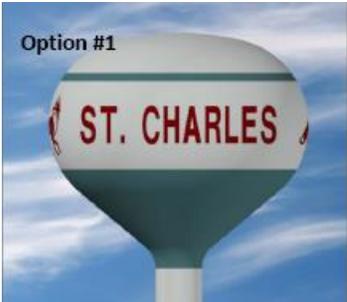
LEONARD LULAJ Leo Lulaj

DATE July-26-2019

Before



After





AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 6.f

Title: Recommendation to Award Capacity, Management, Operations and Maintenance Plan (CMOM) Phase II Sewer System Evaluation Survey of Subbasin Eastern 2 to Engineering Enterprises Inc.

Presenter: Tim Wilson

Meeting: Government Services Committee

Date: August 26, 2019

Proposed Cost: \$107,793

Budgeted Amount: \$110,000

Not Budgeted:

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

Phase 2 of this contract will include the review of the flow monitoring data conducted last fall and spring. Staff and Engineering Enterprises Inc. will determine infiltration and inflow areas of city blocks that need further investigation. Engineering Enterprises was vetted through the original CMOM Program selection process.

A contractor will be selected to provide the following scope of work: smoke testing, manhole inspections, televising, line surveying, GPS data collection and final reports. All of the data collected in Phase 2 will help in the design of Phase 3 rehab work that is planned to occur in the construction season of 2020.

Last year's Phase 2 smoke testing included a very successful public outreach plan. The CMOM Public Communication Plan is our proactive approach in communication with the public. We will be using this plan again to help keep the public informed on upcoming work.

As a quick reminder, Subbasin Eastern 2 is identified on the attached map and was selected due to potential development in the area. This Subbasin is bordered by the following area: King Richard to the north, Geneva to the south, DuPage Airport to the east and Kirk Road to the west.

Attachments *(please list):*

* Subbasin Eastern 2- Phase 2 Agreement including Map

Recommendation/Suggested Action *(briefly explain):*

Recommendation to award CMOM Phase II Sewer System Evaluation Survey of Subbasin Eastern 2 to Engineering Enterprises Inc. for the amount of \$107,793.



August 9, 2019

Mr. Tim Wilson
Public Works Manager - Environmental Services
City of St. Charles
Two East Main Street
St. Charles, IL 60174

**Re: *Basin Eastern2 SSES
City of St. Charles, Kane & DuPage Cos., IL***

Dear Mr. Wilson:

In accordance with your request, enclosed for your review and consideration is our proposed agreement for the Basin Eastern2 Phase 2 Sewer System Evaluation Survey (SSES). The Phase 2 SSES work is prioritized based off the results of the flow monitoring completed in Basin Eastern2 during the spring/early summer of 2019. The SSES fieldwork and analysis is completed to identify the defects contributing to excessive inflow and infiltration (I/I) throughout the basin and then define a cost-effective implementation plan for correcting the defects.

Our agreement includes smoke testing for an estimated total of 52,360 LF of sanitary sewer and Level-2 Manhole Assessment and Certification Program (MACP) inspections for an estimated 282 manholes within Subbasins Eastern2-A, Eastern2-B, Eastern2-C and Eastern2-F. The defects found during smoke testing will be documented and all pictures, GIS locates, and other findings will be made available to the City. The manhole inspections will be completed by a camera which will be able to provide a complete 360-degree view of the manhole. Defects found in the manhole inspections will be documented and all findings and images will be made available to the City.

The agreement includes a detailed scope of services, estimate of level of effort and associated cost and schedule for the project. We are proposing two project meetings, a project initiation meeting and a progress review meeting, as part of the project. We also will work with the City to implement the SSES Communication Plan that was previously developed. Additionally, our subcontractor, Midwest Water Group RMS Utilities, offers a call center for resident questions as part of their smoke testing services.

Mr. Tim Wilson
August 9, 2019
Page 2

Assuming agreement approval will be obtained by early September, we propose to conduct the project initiation meeting in early September. We are proposing to conduct the smoke testing and manhole inspections in September and October. Following the analysis of the field work results and then the completion of the financial analysis for sewer rehabilitation, we propose to meet in mid-December to review our findings. After the progress review meeting, we will develop and then submit the report. We will finalize the report by the last week of January 2020.

We look forward to continuing our outstanding partnership with the City and look forward to working with you and members of your staff on this project. If you have any questions or require any additional information, please do not hesitate to contact me.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.



Jeffrey W. Freeman, P.E., CFM, LEED AP
Vice President

JWF/anu

Enclosures

pc: Matt Wilson – Public Works Division Manager (Via E-mail)
Dave Todd – Environmental Services Assistant Division Manager (Via E-mail)
STD, DMT, ARS – EEI (Via E-mail)

AGREEMENT FOR CONSULTING ENGINEERING SERVICES FOR BASIN EASTERN2 SSES

This Agreement, made this _____ day of _____, 2019 by and between the City of St. Charles, Kane and DuPage Counties, Illinois, a municipal corporation of the State of Illinois (hereinafter referred to as the "CITY") and Engineering Enterprises, Inc. of 52 Wheeler Road, Sugar Grove, Illinois, 60554 (hereinafter referred to as the "ENGINEER").

In consideration of the mutual covenants and agreements contained in this Agreement, the CITY and the ENGINEER agree, covenant and bind themselves as follows:

1. Services: ENGINEER agrees to perform for the CITY the Services defined within Attachment A.
2. Direction: The Public Works Manager - Environmental Services, or his written designee, shall act as the CITY'S representative with respect to the Services to be provided by the ENGINEER under this Agreement and shall transmit instructions and receive information with respect to the Consulting Engineering Services.
3. Compensation: The work items, estimated staff time, and projected fees for each work item are summarized within Attachment B. Based on this computation, the CITY agrees to pay the ENGINEER for providing the Services on a time and material basis not to exceed an amount of \$107,793.
4. Term: The term of this Agreement shall be active through March 30, 2020 unless otherwise extended through written confirmation by both parties. The work items and phases shall be completed in accordance with the schedule defined within Attachment C.
5. Payment: Engineer shall invoice the CITY on a monthly basis for Services performed and any costs and expenses incurred during the previous thirty (30) day period. The CITY shall pay the ENGINEER within thirty (30) days of receipt of said invoice.
6. Termination: This Agreement may be terminated upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation calculated as described in paragraph 3 for all costs incurred through the date of termination.
7. Documents: All related writings, notes, documents, information, files, etc., created, compiled, prepared and/or obtained by the ENGINEER on behalf of the CITY for the Services provided herein shall be used solely for the intended project.
8. Notices: All notices given pursuant to this Agreement shall be sent Certified Mail, postage prepaid, to the parties at the following addresses:

The CITY:

City of St. Charles
Two East Main Street
St. Charles, IL 60174
Attn: Tim Wilson
Public Works Manager -
Environmental Services

The ENGINEER:

Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554
Attn: Jeffrey W. Freeman, P.E. CFM, LEED AP
Vice President

9. Waiver: The failure of either party hereto, at any time, to insist upon performance or observation of any term, covenant, agreement or condition contained herein shall not in any manner be constructed as a waiver of any right to enforce any term, covenant, agreement or condition hereto contained.
10. Amendment: No purported oral amendment, change or alteration hereto shall be allowed. Any amendment hereto shall be in writing by the governing body of the CITY and signed by the ENGINEER.
11. Succession: This Agreement shall ensure to the benefit of the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, we have hereunto signed our names the day and year first above written.

CITY OF ST. CHARLES

ENGINEERING ENTERPRISES, INC.:

Title: _____

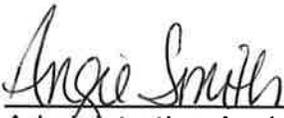


Vice President

ATTEST:

ATTEST:

Title: _____



Administrative Assistant

ATTACHMENT A – SCOPE OF SERVICES
BASIN EASTERN2 SSES
City of St. Charles, Kane and DuPage Cos., IL

Introduction

In 2016, the City of St. Charles embarked on the 15-year Inflow and Infiltration Reduction Program (IIRP) as defined in the City's February 2016 CMOM plan. Basin Eastern2 was determined to be the third basin to initiate the three phase IIRP process. Phase 1 Flow Monitoring was completed in the Eastern2 basin (see attached Exhibit 1 depicting the location and subbasins within Eastern2) during the spring/early summer of 2017. The flow monitoring outlined various inflow and infiltration issues within Basin Eastern2. Subbasins Eastern2-A, Eastern2-B, Eastern2-C and Eastern2-F exhibit signs of excessive rainfall derived infiltration and inflow (RDII) and Subbasins Eastern2-A, Eastern2-B and Eastern2-F exhibit signs of excessive constant infiltration.

After determining the subbasins with excessive I/I during the Phase 1 Flow Monitoring process, the Phase 2 Sewer System Evaluation Survey (SSES) is conducted within those basins to locate the defects. The scope and cost of the Basin Eastern2 SSES work includes dual blower smoke testing and level-2 manhole inspections for an estimated 52,360 LF of mains and an estimated 282 manholes in Subbasins Eastern2-A, Eastern2-B, Eastern2-C and Eastern2-F. The smoke testing and manhole inspections will be conducted to locate sources of RDII. City staff is in the process of televising and NASCCO PACP coding the video from Subbasins Eastern2-A, B and F. EEI will review the coded video as part of this analysis.

Prior to smoke testing, it is recommended the City alert those who will be affected by the activities of the upcoming work. Those who will be affected by smoke testing include residents and business owners in the study area, the police and fire department, schools, and any others who will be in, or around, the smoke testing area. EEI will work with City Staff to make any modifications to the City's SSES Communication Plan the City sees fit. EEI's SSES subcontractor, Midwest Water Group RMS Utilities, will be responsible for placing door hangers prior to smoke testing, removing door hangers after smoke testing, and coordinating the setup and removal of road signs during smoke testing. The subcontractor will also have a call center available to answer residential questions. The City will be responsible for sending out mailers, providing any printed media, updating the City's website, updating social media, and answering any questions from the residents that cannot be answered by the subcontractor.

All cost and schedule decisions are based on EEI's best knowledge of the study area to-date. A project initiation meeting will be conducted prior to the beginning of the SSES work to outline all necessary efforts and discuss anticipated challenges and solutions. This initiation meeting will include representatives from the City, as well as any other entities, such as the police and fire department, that the City designates as prudent to invite.

A financial analysis of the cost projected to fix the defects found during the SSES work will also be provided for the City. The financial analysis, along with a complete list of defects found during the SSES work, will be reviewed with the City during a progress review meeting. A summary SSES Report will be provided for the City and will contain an outline of all defects and findings along with the corresponding financial analysis for the defects. A GIS file containing the location of the defects will also be made available to the City.

The proposed work items for this project are as follows:

PROJECT FACILITATION & MEETINGS:

- 0.1 Project Administration
- 0.2 Project Initiation and Progress Meeting (2 Total Meetings)

SSES FIELD WORK AND ANALYSIS TOTAL:

- 1.1 SSES Advance Communication with Subbasin Residents & Online
- 1.2 Conduct Smoke Testing Within Subbasins A, B, C & F
- 1.3 Conduct Level 2 Manhole Inspections Within Subbasins A, B, C & F
- 1.4 Televising Video Analysis for Subbasins A, B & F
- 1.5 Analyze Field Work
- 1.6 Conduct Financial Analysis for Sewer Rehabilitation

REPORT:

- 2.1 Prepare SSES Summary Report

Additional Services

The above scope summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the project initiation meeting defined in the above scope, shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.

Attachment B:
ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR PROFESSIONAL ENGINEERING SERVICES
BASIN EASTERN2 PHASE 2 (SEWER SYSTEM EVALUATION SURVEY - SSES) ANALYSIS
INFLOW AND INFILTRATION REDUCTION PROGRAM
CITY OF ST. CHARLES, KANE AND DUPAGE COS., IL

WORK ITEM NO.	WORK ITEM	EET										SUB-CONSULTANT	WORK ITEM HOUR SUMM.	COST PER ITEM	
		ENTITY:	PROJECT ROLE:	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT ENGINEER	SENIOR PROJECT TECHN. I	PROJECT TECHN.	SENIOR PROJECT SURVEYOR I	SENIOR PROJECT SURVEYOR II*	ADMIN.				
		HOURLY RATE:	\$203	\$197	\$141	\$141	\$141	\$129	\$153	\$165	\$82				
PROJECT FACILITATION & MEETINGS															
0.1	Project Administration		1	4										5	\$991
0.2	Project Initiation & Progress Meeting (2 Meetings Total)		6	8	8						1			23	\$4,004
	Project Facilitation Subtotal:		7	12	8						1			28	\$4,995
SEWER SYSTEM EVALUATION SURVEY (SSES) FIELD WORK AND ANALYSIS															
1.1	SSES Advance Communication With Subbasin Residents & Online		1	4	8									13	\$2,119
1.2	Conduct Smoke Testing Within Subbasins A, B, C & F				8								\$36,034	8	\$37,162
1.3	Conduct Level 2 Manhole Inspections Within Subbasins A, B, C & F				4								\$34,430	4	\$34,994
1.4	Televising Video Analysis for Subbasins A, B & F		2	2	36									40	\$5,676
1.5	Analyze Field Work		2	2	22									26	\$3,902
1.6	Conduct Financial Analysis For Sewer Rehabilitation		2	2	16									20	\$3,056
	SSES Field Work and Analysis Subtotal:		7	10	94								\$70,464	111	\$87,103
REPORT															
2.1	Prepare SSES Summary Report		3	14	68	16					4			105	\$15,539
	Report Subtotal:		3	14	68	16					4			105	\$15,539
	PROJECT TOTAL:		17	36	170	16					5		\$70,464	244	\$107,643

DIRECT EXPENSES	
Mileage =	\$50
Printing =	\$100
Subconsultant Expenses =	
DIRECT EXPENSES =	\$150

LABOR EXPENSES	
Engineering Expenses =	\$34,513
Drafting Expenses =	\$2,266
Administrative Expenses =	\$410
Subconsultant Expenses =	\$70,464
TOTAL LABOR EXPENSES =	\$107,643
TOTAL CONTRACT COSTS =	\$107,793



Standard Schedule of Charges

January 1, 2018

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$202.00
Principal	E-3	\$197.00
Senior Project Manager	E-2	\$191.00
Project Manager	E-1	\$173.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$160.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$149.00
Project Engineer/Planner/Surveyor	P-4	\$137.00
Senior Engineer/Planner/Surveyor	P-3	\$125.00
Engineer/Planner/Surveyor	P-2	\$114.00
Associate Engineer/Planner/Surveyor	P-1	\$103.00
Senior Project Technician II	T-6	\$149.00
Senior Project Technician I	T-5	\$137.00
Project Technician	T-4	\$125.00
Senior Technician	T-3	\$114.00
Technician	T-2	\$103.00
Associate Technician	T-1	\$ 90.00
Engineering/Land Surveying Intern	I-1	\$ 84.00
GIS Technician	G-1	\$ 72.00
Administrative Assistant	A-3	\$ 70.00

CREW RATES, VEHICLES AND REPROGRAPHICS

1 Man Field Crew with Standard Survey Equipment		\$163.00
2 Man Field Crew with Standard Survey Equipment		\$254.00
1 Man Field Crew with RTS or GPS *		\$202.00
2 Man Field Crew with RTS or GPS *		\$293.00
Vehicle for Construction Observation		\$15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Direct Costs & Services by Others	Cost + 10%	

*RTS = Robotic Total Station / GPS = Global Positioning System



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: *6.g

Title:

Recommendation to Award the Bid for Fire Hydrant Painting

Presenter:

Tim Wilson

Meeting: Government Services Committee

Date: August 26, 2019

Proposed Cost: \$62,153

Budgeted Amount: \$62,600

Not Budgeted:

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

On August 17, 2019 the City received a single sealed bid for Fire Hydrant Painting. In 2017 the City received three bids for this project. Muscat Painting was the low bidder. Muscat has successfully completed fire hydrant painting over the last two years. Recent state law changes requiring additional training for firms completing painting on public projects has limited the interest of firms willing to bid on water utility painting projects. As a result, the City only received one bid for this project.

The unit cost provided by Muscat in this current bid is fair and reasonable in comparison to their low bid from 2017 of \$87. Muscat has only applied a 2% annual increase to the unit cost for the next three years. This annual increase is well within industry standards of 2 to 5%

Muscat Past Bid:
2017 Bid- \$87/ Unit

Current Bid:
2019/2020 - \$88.79/ Unit
2020/2021 - \$90.56/ Unit
2021/2022 - \$92.55/Unit

Typically the City completes 700 fire hydrants annually. This is about 30% of the total number of fire hydrants within the City.

Attachments *(please list):*

* Muscat Painting Bid 2019

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve Muscat unit cost bid for 2019/2020 Fire Hydrant Painting and additional two fiscal years based on annual budget approval.



Response Cover Page

This is page #1 of your response.

Fire Hydrant Painting

Based on
Addendum # _____

Please do not submit punched or perforated pages, nor bind your proposal in anything other than paperclips.

Proposal Prepared By:		Contacts:	
Firm Name	Muscat Painting & Decorating	Operations: Scheduling and Managing the Work	
DBA	Muscat Painting & Decorating	Contact Name	Brett Muscat
Address	555 Ashland Avenue	Contact Phone #	8473617182
		Contact E-mail	brett@muscatpainting.com
City, St, Zip	East Dundee, Illinois 60118	Sales: Price, Quality, and Service	
Signature		Contact Name	same
Print Name	Brett Muscat	Contact Phone #	
Position	Owner	Contact E-Mail	
Phone #	8474286225	Customer Service: Purchase Order, Invoicing, Payment	
Fax #	8474286225	Contact Name	same
E-mail Address	brett@muscatpainting.com	Contact Phone #	
		Contact E-Mail	

This business Firm is (check one) An Individual A Partnership A Corporation An LLC

Exceptions: (check one)

This proposal meets and accepts all Requirements, Specifications, Terms and Conditions and Contract Language.

We hereby take the following Exceptions to the Requirements, Specifications, Terms and Conditions and Contract Language (*reference section name and identifying reference*):

For Office Use:
S/G/B
Originator:
CPR:
CC: W9 COI
Disc: w/i



Signature Page

This is page #2 of your response.

Fire Hydrant Painting

Based on Addendum # _____

The undersigned proposes and agrees, after having examined the requirements and specifications, to irrevocably offer to furnish the services in compliance to all terms, conditions, specifications and applicable addenda. I (we) hereby certify and affirm that being first duly sworn an oath, deposes and states that all statements made herein are made on behalf of the Offeror, that this despondent is authorized to make them and the statements contained herein are true and correct.

If an Individual

By: Brett Muscat
Signature

Brett Muscat Owner

Title

If a Partnership

By: _____
Signature

Title

By: _____
Partner

If a Corporation

By: _____
Signature of person authorized to sign

Title

ATTEST _____

If a Joint Venture

By: _____
Signature

Title

By: _____
Signature

Title

DATE 8/11/2019



Attach seal here.

Regina Muscat



Response Price Proposal Page

This is page #3 of your response.

Fire Hydrant Painting

Based on
Addendum # _____

I (we) propose to furnish all services as specified in the attached solicitation documents at the below price. No additional charges over said pricing will be accepted by the city without an authorized change order and written approval by the Purchasing Division Manager confirmed via purchase order amendment.

Unit Cost for Year 1 (May 1st 2019 – April 30th 2020)

Item Letter	Items	Unit	Unit Price
A	Commercial Blast		Included in Item B
B	Commercial Priming and Painting	Each	88.79

Unit Cost for Year 2 (May 1st 2020 – April 30th 2021)

Item Letter	Items	Unit	Unit Price
A	Commercial Blast		Included in Item B
B	Commercial Priming and Painting	Each	90.56

Unit Cost for Year 3 (May 1st 2021 – April 30th 2022)

Item Letter	Items	Unit	Unit Price
A	Commercial Blast		Included in Item B
B	Commercial Priming and Painting	Each	92.55

Total Cost (For Bid Analysis Purposes Only) -

Item Letter	Items	Unit	Unit Price	Estimated Quantity	Annual Cost
Year #1	Commercial Priming and Painting	Each	\$	700	\$ 62,153.00
Year #2	Commercial Priming and Painting	Each	\$	700	\$ 63,392.00
Year #3	Commercial Priming and Painting	Each	\$	700	\$ 64,785.00
THREE YEAR TOTAL-					\$ 190,330.00

Please confirm that all fees, inclusive of but not limited to: shipping, handling, freight, stocking, mobilizations, delivery, fuel sur-charge, permits, warranty including replacement of shrubs and trees within warranty period; ... are included within the above prices. . Yes No

We will accept payment via City of St. Charles credit card. Yes No

We will allow a discount of .5 % if payment is received within 7 days of invoice.

We allow these terms for all business conducted with the City of St. Charles. Yes No



Certification of Compliance

This is page #4 of your response.

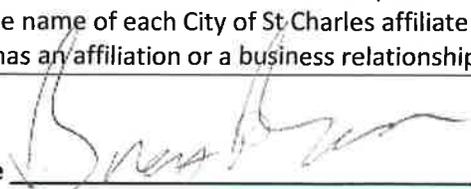
- (A) The undersigned certifies that, pursuant to the **Equal Opportunity Employer** provisions of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375, the bidder is compliant with all Equal Employment Opportunity Commission ("EEOC") requirements.
- (B) The undersigned certifies that, pursuant to the **Illinois Human Rights Act** provisions of Section 775 ILCS 5/2-105, the bidder complies with and certifies that it is in compliance with all equal employment practice requirements contained therein, and that it has adopted a written sexual harassment policy that meets the minimum requirements.
- (C) The undersigned certifies that, pursuant to the **State of Illinois Law** provisions of Section 720 ILCS 5/33E prohibiting Bid-rigging or Bid-rotating, the bidder is not barred from bidding on this project, or entering into a contract for this project.
- (D) The undersigned certifies that, pursuant to the **Illinois Department of Revenue Tax Laws** provisions of Section 65 ILCS 5/11-42.1-1, the bidder is not barred from doing business with any unit of local government in the State of Illinois as a result of a delinquency in payment of any taxes unless the bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax.
- (E) The undersigned certifies that, pursuant to the **Illinois Drug Free Workplace Act** provisions of Section 30 ILCS 580/3, the bidder deposes states and certifies that it will provide a drug free workplace, inclusive of all satellite locations as well as the City of St. Charles sites.
- (F) The undersigned certifies that, pursuant to the **Illinois Prevailing Wage Act** provisions of Section 820 ILCS 130/0.01 et seq, the bidder, when required, is in compliance with all requirements of, including provisions as to wages, medical and hospitalization insurance and retirement benefits for those trades covered in the Act. Pursuant to **Illinois Public Act** provisions of Section 94-0515 and all provisions of the **Employee Classification Act**, provisions of Section 820 ILCS 185/1 et seq., said bidder agrees to submit certified payroll records as required.
- (G) The undersigned certifies that, pursuant to the **Employment of Illinois Workers on Public Works Act** provisions of Section 30 ILCS 570/0.01, et seq., the bidder is in compliance with all requirements. Furthermore, the bidder certifies that it will demonstrate a good faith effort toward providing equal employment opportunities for City of St. Charles residents to work as crafts persons, consistent with the racial, ethnic, and gender demographics of the City's labor force.
- (H) The undersigned certifies that, pursuant to the **National Security/USA Patriot Act** as defined in Presidential Executive Order 13224, the bidder and all affiliated parties, are not working for or with, nor acting on behalf of, a Specially Designated National and Blocked Person.
- (I) The undersigned certifies that they have not colluded with or participated in any **unethical practices** with any person, firm or employee of the City of St Charles which would in any way be construed as an unethical business practice.

Check One:

There are no conflicts of interest and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the City of St. Charles in writing.

There is an affiliation or business relationship between you, your management or staff, your firm or your firm's ownership, and an employee, officer or elected official of the City of St. Charles who makes recommendations to the City of St. Charles with respect to expenditures of money, employment, and elected or appointed positions. Provide on a separate letter included with your response any and all affiliations or business relationships that might cause a conflict of interest or a ny potential conflict of interest. Include the name of each City of St Charles affiliate with whom you, your firm or your firm's ownership, management or staff has an affiliation or a business relationship.

Company Name Muscat Painting & Decorating

Signature 

Date 8-11-2019

Certification of Compliance

This is page #4 of your response.



Service Provider Response Requirements

This, and the attached answers, is page #5 of your response.

Please provide the below information in the order requested, identifying each section number.

Experience and Capabilities

1. Experience as evidenced by a listing of five (5) references

- Attached ↑
- a. References must be from projects similar in size and scope within the past five (5) years.
 - b. Include contact information (name, title, e-mail address, and phone #) for the individual who oversaw the quality of the work and authorized payment.
 - c. One business represents one reference – regardless of number of projects completed for that business.
 - d. Individuals will not qualify as references.
 - e. The City of St. Charles does not qualify as a reference.
 - f. References within the greater Chicago area preferred.
 - g. Proposer may not be given credit for references if, upon checking references, those references do not reply within 3 business days.
 - h. If proposer provides fewer references than requested, or some of those references did not respond, the proposer will receive only a portion of the points for that evaluation criterion.

2. Evidence of Financial Stability to fund this project and any and all continuing services this project may require throughout the standard life cycle: i.e. Annual Report; D&B Report, Credit Reference, Letter from Bank

Attached 3. Provide a W9

D&B Report, #000660023	Credit Reference, sherwin williams PPG Crown Polymers Tnemec	Letter from Bank PNC Bank 390 S EIGHTH ST WEST DUNDEE, IL 60118 847-428-7001
---------------------------	--	--

Statement of Experience (not to exceed 3 pages)

- 4. How many years has your firm been in business under this name? since 1989
- 5. How many years has your firm been in business under: Any other name? Other ownership? Provide details. NA
- 6. What is the value of the firm's work: Completed in the past 12 months? Now under contract? 550k, 870k
- 7. What is the number of clients in your firm: Serviced in the past 12 months? Now under contract? 26, 38

Work Specific Knowledge

- 8. Credentials / Licenses National EPA License, MOT/TTC Licenses (multistate), Registrar of Contractors License (commercial painting)
- 9. Attach a list of the areas of work that will be performed by a sub-contractor or other firm.

Safety Risk

- 10. Certificate of Insurance
- 11. A brief explanation of the following:
 - NA a. A time your organization failed to complete a contract
 - NA b. Bankruptcy or reorganization
 - NA c. Judgment claims or law suits against the firm: Awarded and Pending within past five (5) years

12. Samples of the following documents/reports:

13. Any other services your firm may offer that would benefit the City of St. Charles?

Decorative street light pole painting, traffic signal painting, mastarm, pool epoxy, garage floor coatings and epoxy.

MUSCAT PAINTING & DECORATING

where quality never goes out of style

1-888-PAINT-11

555 ASHLAND AVENUE
EAST DUNDEE, ILLINOIS 60118
Ph 847-428-6225 Fax 847-428-6125
Providing Expert Finishes Since 1938
www.muscatpainting.com

REFERENCES

THIS IS A PRIVATE CLIENTEL LIST WITH PRIVILEGED INFORMATION WITH REGARDS TO CONTACTS AND PRICING, OF WHICH MUSCAT PAINTING & DECORATING EARNS THEIR LIVLIHOOD, AND IS NOT TO BE RELEASED VIA F.O.I.A. FREEDOM OF INFORMATION ACT TO THE GENERAL PUBLIC. THIS DOCUMENT IS BEING FURNISHED AS A SEPARATE REFERENCE DOCUMENT ONLY AS REQUESTED THEREBY COMPLYING WITH "QUALIFICATION OF BIDDER" INFORMATION AND IS NOT PART OF PUBLIC RECORD PROPOSAL BID SUBMISSION WHICH IS SUBJECT TO F.O.I.A. AND MAY BE RELEASED TO THE GENERAL PUBLIC UPON A F.O.I.A. REQUEST FOR PROPOSAL. ALL PROJECTS WERE COMPLETED IN PRESCRIBED TIME AND IN WITHIN PRESCRIBED BUDGET.

QUALIFICATION OF BIDDER

Related scope of work References to the scope of Palm Bay's project;

Village of Addison years of service 2013-2014-2015-2016-2017 -2018

Stewart McLeod phone 630-620-2020 email smcleod@addison-il.org

1491 West Jeffrey Drive

Addison Illinois 60101-4331

~30,000 to ~50000 per year multi year contract

Sandblasting, priming, and painting fire ~2000 hydrants with Temp Traffic Control

City of Saint Charles year of service 2018

Tim Wilson phone 630-377-4918 email twilson@stcharlesil.gov

200 Devereaux Way

Saint Charles, Illinois 60174

~750 fire hydrants

Sandblasted, priming, and finish coated ~750 fire hydrants with Temp Traffic Control

City of Antioch

Sherry Hoban shoban@antioch.il.gov

Depot Street

Antioch, Illinois 60002

Sandblasted , primed, finish Coated ~ 50 31' and 16' light poles approx 30k

Sandblasted, primed, and finish coated approx 400 Fire hydrants (in process approx 40k)

City of Elgin year of service 2015

Eric Weis phone 847-931-6159

Misc painting of fire hydrants on site of plant &

5 million Gallon reservoir cleaning priming concrete repair and elastomeric coating PPG

Touching up rusted areas on steel 1-million-gallon reservoir epoxy primer and paint

Riverside Water Treatment Plant

Elgin, Illinois 60123 847-931-6159

~\$75,000

Core & Main (previously HD Waterworks) multiple years of service ongoing

Keith Lawrence phone 847-343-8891 email Keith.Lawrence@hdsupply.com

Nick Hamilton phone 630-315-9493 email Nicholas.Hamilton@hdsupply.com

220 Westgate Dr,

Carol Stream, IL 60188

Hundreds of fire hydrants, multiple colors for multiple municipalities, some are completed

At their facility, some are completed on project site of actual municipality with Temp Traffic Control

City of Naperville 2018

Kathy Rendek

Light poles

Naperville Illinois

various locations

pressure washing, spot priming and painting of ~ 40 light poles~ \$12000 with Temporary Traffic Control

630-918-5251

City of Chandler, Arizona 2018

Chandler Arizona

Hector Peralta 602-639-1486 Hector.Peralta@chandleraz.gov

Sandblasting, priming, painting of Traffic Signal poles with Temp Traffic Control

Purchase order amount ~\$240,000

Chris Drey 815-378-4061 year of service 2017

Village of Shorewood

One Town Center Blvd

Shorewood, Illinois 60404

Light poles sandblasted primed painted with Temp Traffic Control

~\$35,000

Village of Mount Prospect 2017

50 South Emerson

Mount Prospect, Illinois

Parking garage pressure washing and painting with Temporary Traffic Control

~ \$50,000

Paul Fahey

847-875-0886

Village of Carpentersville

Chris Settapani

1075 Tamarac Drive 847-561-8756

Carpentersville, IL 60110 2017

Fire Hydrant Sandblasting Priming painting

139 Fire Hydrants with catalyzed rustoleum system

(200 scheduled, unable to finish due to weather and late release of contract in 2017)

Village of Huntley 2016-2017

11097 Main Street

Huntley, Illinois

~100+ light poles macro poxy and 218 with Temp Traffic Control

~ \$55,000 cumulative years

Robert 847-561-3801

Park District of Glendale Heights 2016-207

Sunset pool repaint Locker room Walls

~\$ 50,000 and ~\$7,000 multi year

Gary Blum

224-381-9186

Village of Hinsdale 2017

19 E. Chicago Avenue

Hinsdale, Illinois 60521

Gina Hassett

630-789-7000

Update, Gina is no longer there. Please Contact Sammy Hanzel in lieu of Gina
630-789-7097

50 meter lap pool, dive well pool, 0 entry kiddie pool.

~\$ 52,000.00

Northbrook Park District 2015-2016-2017

545 Academy Drive

Northbrook Illinois 60062

Nicole Buch

847-291-2960

District wide 2015 painting project

~ \$33,000.00 and \$38,000 multiyear

Village Green Baseball fieldhouse, light poles and 50' netting poles. Tecny Praire Park warming shelter, concessions building, baseball announcing building, Main club house, skate board shelter, golf course shelter, tennis court shelter, Village Green Playground equipment, Meadow hill park main pool building, Day care building numerous outbuildings, fencing at various baseball parks

Village of Winfield 2015

Attn John Schwartz jschwarz@villageofwinfield.com

Metra train station shelter repaints with pedestrian Temp Traffic Control

~ \$ 15,000

Park District of Highland Park

636 Ridge Rd

Highland Park, IL 60035

Nick Meo

847.831.3810

25 meter lap pool, 0 entry combo

~\$25,000.00

Des Plaines Park District Corrie Guynn 847-390-4939

Mystic Waters

2222 Birch Street

Des Plaines, Illinois

60018

Sand blasted pools 0 entry deep water and splash

~ \$40,000.00

Village of Wheeling

2 Commons Community Blvd

Wheeling Illinois 60090

~~Lori Hazlewood~~ Vince Hoffman Projects, Christine Bajor Contracts, Insurance, NTProceed etc.

~~847-279-6951~~ 847-279-6942

~400+ Light Pole painting project 2015-2017 with Temp Traffic Control

Approx value total 60,000 over 3 years ~ 3 miles of cedar fencing two year project

City of Wilmette

Guy Lam

Public Works Department

711 Laramie Avenue

Wilmette, Illinois 60091

847-853-7705

~700+ Multi Year Contract street light pole painting IDOT traffic control with Temp Traffic Control

2015,2015,2016,2017,2018,2019

Batavia Park District

Attention Jim Eby

327 W. Wilson St.

Batavia, Illinois 60510

630-879-5235

Restoration of Train Depot Exterior with temporary pedestrian traffic control

~ 25,000

Oak Brook Park District

Darren

630-853-5507

Oak Brook Public Library Staining

~17,000

Mike Brady Superintendent

Libertyville Public Works

Streets and Utilities Division

600 North Avenue

Libertyville, Illinois 847-918-2071

~\$100,000 cumulative years

Multi year contract ~600+ Sternberg light poles with IDOT traffic control with Temp Traffic Control

Arlington Heights Park District

Chris Nisbet

410 N. Arlington Heights Road

Arlington Heights, Illinois 60004

847-398-7780

~ \$12,000 Gymnasium tennis courts

City of Geneva 2014
Jennifer Hilkemann
1800 South Street
Geneva, Illinois 60134
630-232-1503

~\$36,000 Traffic signals and light poles with IDOT traffic control with Temporary Traffic Control, pedestrian and vehicle

Kane County Forest Preserve 2017-2016-2015-2014-2013
1996 S Kirk Rd # 320 Geneva, IL 60134-4118
Director of Operations and Maintenance
John Goreth (630) 232-5983
Fabyan Windmill Restoration- Geneva
Fabyan Villa- Geneva
Tomo Chi Chi Lodge- Gilberts
~\$100,000 multiple projects cumulative

Dupage Forest Preserve 2015
Kline Creek Farm
Multiple Buildings Exteriors pressure washing scraping, painting with pedestrian Temporary Traffic Control
3S580 Naperville Road, Wheaton, Illinois 60189
630-988-7200
Wayne Miklausch Site Manager
~ \$35,000

Lombard Park District 2011
227 W Parkside Avenue
Lombard, IL 60148-2592
Bill Sosnowski 630-620-7322
complete water park nine pools and adjoinments
~ \$ 15,000

Village of Grayslake
Kevin Timony
Water Park approx 20,000
10 S Seymour Ave Grayslake, IL 60030
(847) 223-8515

Barrington Park District
235 Lions Drive
Barrington, Illinois 60010
- Pat McCord (847) 514-0065
Citizens Park/ Numerous Pavilion Exteriors and Lodges
~ \$50,000.00

Carpentersville Fire Department buildings
John Skillman (847) 553-8212
Firehouse #2 Main St
Carpentersville , Illinois
60110
~\$ 5,000

Dundee Township Park District-
270 Kennedy Drive
Carpentersville, Illinois 60110
Larry Muscatto (847) 347-9285
Dolphins Cove/Numerous Exteriors and Indoor Swimming Pool
~\$50,000 CUMULATIVE

Itasca Park District
Joe McCan
Waterpark apprx 18,000
Village of Itasca, 550 W. Irving Park Rd, Itasca,
Illinois 60143-1795 | Ph: (630) 773-2257|
~\$75,000 cumulative

St Mary's Catholic Church 847-426-4808
Matteson Street and Galligan Road
Gilberts, IL
Entire Exterior restoration & stripping
~\$20,000

St Catherine of Siena School- 845 West Main Street
West Dundee, IL 60118
Margaret Sanders/ Renee Link 847-426-4808
Hallways, Bathrooms, Heaters, Gymnasium , stairways
Multiple Phases multiple prices

St Edward Central Catholic High School
335 Locust Street, Elgin Illinois
Father Ed Siszer 847-741-7536
Gymnasium Walls and Ceiling
~\$15,000

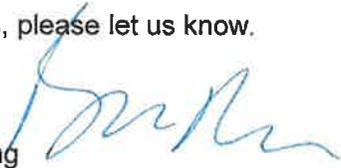
Village Green Condominiums
605 Barrington Avenue
East Dundee Illinois 60118
Frank Mesio
847-844-3801
Complete exterior 100+ units
~\$36,000

Conrad Fischer Elementary School
Elmhurst School District 205
Elmhurst Illinois
Gymnasium
Jerry Christopherson 630-730-0558
~\$15,000

Schaumburg Park District
John Safakas
Multiple Buildings Interior and Exteriors
235 E Beech Dr
Schaumburg, IL
847-985-2115
~\$125,000 cumulative

If you need more references, please let us know.
Respectfully Submitted,

Brett M. Muscat
Muscat Painting & Decorating
www.muscatpainting.com
888-PAINT-11



Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Brett Muscat

2 Business name/disregarded entity name, if different from above

DBA Muscat Painting & Decorating

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

555 Ashland Avenue

6 City, state, and ZIP code

East Dundee, Illinois 60118

7 List account number(s) here (optional)

Requester's name and address (optional)

City of St Charles, Illinois

Illinois DNR

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

0	6	-	1	7	7	8	8	5	1
---	---	---	---	---	---	---	---	---	---

Part II Certification

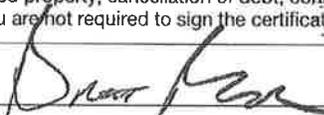
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶



Date ▶

4-30-2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF TRANSFER OF RIGHTS OF
RECOVERY AGAINST OTHERS TO US
(WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any person(s) or organization(s) to the extent that subrogation is waived prior to any "accident" or "loss" under a written contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

City of Wheaton, Illinois

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 4/5/2019
Insured

Policy No. ACP3009274950 Endorsement No.
Premium

Insurance Company

Countersigned by Jay Eshelman _____

NATIONWIDE MUTUAL

WC 00 03 13
(Ed. 04-84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract of agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All terms and conditions of this policy apply unless modified by this endorsement.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

City of Wheaton, Illinois

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

All terms and conditions of this policy apply unless modified by this endorsement.