

**AGENDA  
CITY OF ST. CHARLES, IL  
GOVERNMENT SERVICES COMMITTEE MEETING  
RITA PAYLEITNER, CHAIRMAN**

**MONDAY, AUGUST 27, 2018, 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.** Active River Project Update – Information only.
- c.** Natural Resources Commission Minutes – Information only.
- d.** Phosphorus Removal and Digester Improvements Project Update – 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 Street and Parking Lot Closures and Amplification for the 2018 Scarecrow Festival.
- \*b.** Recommendation to approve Downtown St. Charles Partnership Request for Amplification and to Partially Close 1<sup>st</sup> Street to Host Lighting of Lights on the 1<sup>st</sup> Street Plaza.
- \*c.** Recommendation to approve Amplification and a Resolution for the Closure of Route 64 and 31 for the Holiday Homecoming Electric Christmas Parade.
- \*d.** Recommendation to Update Multiple Sections of the City Ordinance Title 10.

**6. PUBLIC WORKS DEPARTMENT**

- a.** Recommendation to approve Agreement for Design, Construction Documents and Construction Services for the Renovation to City Owned Building at 107-109 East Main Street (Former George's Sports) to Schramm Construction.
- b.** Presentation of 2018 Water Utility Master Plan.
- \*c.** Recommendation to Waive the Formal Bid Procedure and award Proposal for the Eastside Lift Station Fine Screen Rebuild.
- \*d.** Recommendation to approve Phosphorus Removal and Digester Improvements Project Time Extension Change Order No. 3 to IHC.
- \*e.** Recommendation to Award Capacity, Management, Operations and Maintenance Plan (CMOM) Phase II Sewer System Evaluation Survey of West WOR to Engineering Enterprises, Inc.
- \*f.** Recommendation to award the Bid for Sanitary Sewer and Storm Sewer Lining Program.
- \*g.** Recommendation to approve Purchase Order to Electric Conduit Construction for Installation of Electric Manhole at Valley Shopping Center.
- \*h.** Recommendation to approve Permanent Utility Easement for 1102 S. 7<sup>th</sup> Avenue with Mark and Carla Macaluso.
- \*i.** Recommendation to award 7<sup>th</sup> Avenue Creek Culvert Construction.

**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](mailto:jmcmahon@stcharlesil.gov). Every effort will be made to allow for meeting participation. Notices of this meeting were posted consistent with the requirements of 5 ILCS 120/1 et seq. (Open Meetings Act).

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 3.a

Title:

Electric Reliability Report – Information Only

Presenter:

Tom Bruhl

Meeting: Government Services Committee

Date: August 27, 2018

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

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

For Information Only.

**Attachments** *(please list):*

\* July 2018 Outage Report

\* July 2018 Streetlight Repair Report

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

For information only.



**City of St. Charles  
July 2018 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          | 7/1/2018  | 4:28 PM  | 0             | North HS, The Reserve, Red Gate, Q Center, City Hall, south side of both sides of the river.  | 7962        | Lightning hit pole on Rt. 25  | 2720         | 0   | ComEd          | 7962         |
| 2          | 7/6/2018  | 5:44 PM  | 76            | Costco, Kane County Fairgrounds, Citgo  | 611         | Mainline cable fault at 2402 W. Main St. Isolated bad cable and performed partial restoration span by span.   | 5            | 380   | Equipment      | Cable        |
| 2          | 7/6/2018  | 5:44 PM  | 85            | 110 N. Randall Rd., 2008 & 2010 W. Main St., 205, 210, & 220 N. Randall Rd., 1712 W. Main St. | 611         | Mainline cable fault at 2402 W. Main St. Isolated bad cable and performed partial restoration span by span.   | 7            | 595   | Equipment      | Cable        |
| 2          | 7/6/2018  | 5:44 PM  | 133           | W. Main St., Bickford Cottage, Culver's, Firestone, Fox River Harley, and Regency Estates     | 611         | Mainline cable fault at 2402 W. Main St. Isolated bad cable, restored customers past the fault from 216 - well, fire station, Bike Rack, Aldi, lift station, post office, W. Main St., Campton. | 125          | 16,625  | Equipment      | Cable        |
| 3          | 7/24/2018 | 8:00 AM  | 55            | 114 S. 6th St.  | 333         | Shut off power to make repairs after damage from fallen tree branch. Put lines back up, fixed connection, and restored power.   | 1            | 55  | Tree           | Small Branch |
|            |           |          |               |   |             |   |              |   |                |              |
|            |           |          |               |   |             |   |              |   |                |              |
|            |           |          |               |   |             |   |              | <b>Total of Interrupted Minutes</b>                 | <b>17,655</b>  |              |
|            |           |          |               |   |             |   |              | <b>Total SAIDI*</b>                                 | <b>1.126</b>   |              |
|            |           |          |               |   |             |   |              | Total of ComEd Interrupted Minutes                  | -              |              |
|            |           |          |               |   |             |   |              | Total SAIDI without ComEd                           | <b>1.126</b>   |              |
|            |           |          |               |   |             |   |              |   |                |              |
|            |           |          |               |   |             |   |              | *System Average Interruption Duration Index (SAIDI) |                |              |
|            |           |          |               |   |             |   |              |   |                |              |

## **Streetlight Repair Report**

Expectation: Streetlights will be repaired within 10 days of notification

### **Streetlight Repair Statistics**

| <b>Fiscal Year</b>              | <b>Number of Lights Repaired</b> | <b>Average Days to Repair</b> |
|---------------------------------|----------------------------------|-------------------------------|
| 2018                            | 801                              | 5.3                           |
| <b>2019</b>                     |                                  |                               |
| <b>Month Light Was Repaired</b> | <b>Number of Lights Repaired</b> | <b>Average Days to Repair</b> |
| May                             | 66                               | 4.4                           |
| June                            | 27                               | 3.0                           |
| July                            | 38                               | 3.3                           |
| August                          |                                  |                               |
| September                       |                                  |                               |
| October                         |                                  |                               |
| November                        |                                  |                               |
| December                        |                                  |                               |
| January                         |                                  |                               |
| February                        |                                  |                               |
| March                           |                                  |                               |
| April                           |                                  |                               |

**July Notes:**

No outages exceeded 10 days

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 3.b

Title:

Active River Project Update – Information Only

Presenter:

Chris Adesso

Meeting: Government Services Committee

Date: August 27, 2018

Proposed Cost: \$ N/A

Budgeted Amount: \$ N/A

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

The Active River Task Force wishes to provide the Council Committee updates on the status of topics pertaining to the Active River Project/Concept. The Task Force offers the attached information to the Committee. A member of the Task Force will be available at each of the Government Services Committee meetings to respond to any questions or comments that the Council Committee may have.

**Attachments** (*please list*):

\* June, 2018 – Task Force Meeting Minutes

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

None – For information only.

**MINUTES  
ACTIVE RIVER TASK FORCE MEETING  
ST. CHARLES  
JOHN RABCHUK, CHAIRMAN  
JUNE 4, 2018**

**Members Present:** Chair. John Rabchuk, Trish Beckjord, Holly Cabel, Jim Enck

**Members Absent:** Chris Adesso, Rick Brems, Monica Meyers, John Wessel

**Others Present:** Tom Anderson, John Hull, Natalie Nelson, Isabel Soderlind

**1. Call Meeting to Order**

The meeting was convened by John Rabchuk at 8:10 a.m.

Introduction of Natalie Nelson, St. Charles Park District Administrative Assistant, who will assist in taking minutes at future Active River Project meetings and John Hull, resident of St. Charles, who is very interested in the Active River Project.

**2. Minutes Review and Approval**

Motion was made to accept and place on file the minutes of the May 7, 2018 Active River Task Force meeting.

Motion by Trish Beckjord second by Jim Enck, to accept and place the minutes on file.

Voice vote: Ayes: unanimous; Nays – None Absent: C. Adesso, R. Brems, M. Meyers, J. Wessel

Motion carried at 8:12 a.m.

**3. Active River Project Funding Issues and Discussions**

**A. 2018 City of St. Charles Budget**

The City of St. Charles has budgeted \$400,000 for Active River Project for the current fiscal year. The City is also planning to budget another \$300,000 for the following two fiscal years, thus a total commitment of \$1,000,000.

The City is soliciting bids for Phase I Engineering work, borings in the river and demographic studies. In addition, the City currently has a Request for Proposal (RFP) out for the three (3) remaining lots of 1<sup>st</sup> Street Development.

John Rabchuk attended a meeting with Mark Koenen, the Mayor and Ald. Laura Vitek. Ald. Vitek has philanthropic background experience. The group collaborated together to explore other sources of monies for projects connected to the Active

River. The original grant list created by Trish Beckjord for the Active River Task Force was reviewed by the group.

The Committee discussed potential Active River projects and its potential impact on 1<sup>st</sup> Street and the river.

John Rabchuk recently spoke to Hitchcock and mentioned that Kathy Blaha has worked with the same developer from Louisville on several different river projects. Holly Cabel has not had a chance to call the developer but will try to make contact with him soon.

#### **B. Private Developer Interest**

Jerry Ferstman, developer of the Promenade in Bolingbrook, also contacted John Rabchuk last week. Mr. Ferstman expressed an interest in being involved in the project and requested another conversation with Mark Koenen and the Mayor. John Rabchuk will reach out to the City to see if they would like to speak with Mr. Ferstman again.

The committee discussed different models on how the project could proceed and potential financing: (1) Hire a firm to create an economic study of the project to see if the project is viable and rate of return, or (2) Identify all the available parcels that could be re-developed with in the downtown area, develop a committee to determine the best use for these parcels and develop a “master” plan and then conduct various studies including demographic and financial viability studies necessary for bonds and financial backing for the project.

**8:40 – Holly Cabel and Natalie Nelson left the meeting.**

**C. Update on Constructing Intergovernmental Agreement between the City and the St. Charles Park District.**

No update.

#### **4. Marketing, Publicity and Community Outreach**

**A. River Corridor and Active River Websites** - No update

**B. Cruise Night results and Chamber Support** – No update

**C. Heart of the Fox – Booth Feedback**

The Heart of the Fox event was held on May 20 and it went well despite the weather. John Rabchuk recommended the Tug of War event be moved to Pottawatomie Park across the lagoon, running parallel to the river, next year. The set-up of the rope/matts and communications with the various teams during the tug will more efficient and effective.

Midwest Compost (West Chicago) is storing the rope and mats pro-bono until next year's event. They indicated they would like to be a sponsor of the event next year.

The Active River Task Force also praised the Public Works department for their assistance during the event. John Rabchuk mentioned how pleasant and helpful it was working with the public works crew members. The guys couldn't have been better to work with. They were just as dedicated to find solutions to the set-up challenges. John sent a thank you note and followed up with a phone call to Peter Suhr.

Trish Beckjord took pictures of the event and they will be posted on the River Corridor Foundation website. Trish will forward the pictures to Rick Brems.

#### **D. Scheduled Presentations**

i. City of Batavia Presentation

Mayor McLaughlin and Chris Cudworth, Communications Director in Batavia are still interested in having an Active River Project presentation but John Rabchuk has not heard back from them yet.

ii. Golden K Presentation

John Rabchuk conducted an Active River Project presentation for approximately fifty (50) people to the Golden K Club. The presentation went well.

There are no other speaking engagements scheduled until the fall.

### **5. Member Organization Updates**

#### **A. St. Charles Park District**

- i. Pottawatomie Golf Course Shoreline Restoration and Stabilization Effort Phase I will begin this Fall - Summer 2018 Construction

No discussion.

- ii. Boy Scout Island Boat Launch Project

No discussion.

#### **B. City of St. Charles**

- i. Replacement for Piano Factory / Indiana Pedestrian Bridge

Not discussed.

#### **C. River Corridor Foundation**

- i. Beginning the process of identifying/evaluating new river front enhancement projects

The River Corridor has expressed interest in identifying some new available river enhancement projects. If anyone has a viable project in mind, the River Corridor has approximately \$50,000 available for river enhancements. Typically, grants will match monies toward a project. Project ideas could include Boy Scout Island design concept or some tie-in with 7<sup>th</sup> Avenue Creek project, bioswales or rain garden on the east side of Route 25. Also being considered are benches, fishing piers or a public art area on the east riverbank extending from the Prairie Street Bridge south to the City's lift station.

ii. Gratitude Project Sculpture

The dedication for this sculpture will be Saturday, June 23 at sculpture site.

**6. New Business:**

No new business.

**7. Other:**

Trish Beckjord attended the annual Fox River Summit last March. An interesting concept was introduced by one of the speakers from the Ann Arbor Watershed Council. The organization started as a group of Public Works representatives but the organization is now managed by a larger body comprised of representatives from all the communities located along the river. This group is now working together making decisions and recommending improvements along the entire river. Per Trish Beckjord, this is a concept the cities along the Fox River should consider. Could we create an organization that can work together and strive for what is best for the river ecologically? The Tri-Cities should consider working together for the benefit of the river and all of the communities along the Fox River.

**8. Adjournment**

The committee will not meet in July. The next meeting is scheduled for August 6, 2018, at 8:00 a.m. at the Baker Community Center.

Motion was made by Trish Beckjord, 2<sup>nd</sup> by Jim Enck to adjourn the meeting

Voice vote: Ayes: unanimous; Nays – None Absent: C. Adesso, R. Brems, M. Meyers, J. Wessel

Meeting was adjourned at 9:08 a.m.

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 3.c

Title: Natural Resources Commission Minutes – Information only

Presenter: AJ Reineking

Meeting: Government Services Committee

Date: August 27, 2018

Proposed Cost: \$ N/A

Budgeted Amount: \$ N/A

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 12, 2018 Natural Resources Commission meeting minutes are attached.

**Attachments** *(please list):*

\* Natural Resources Commission Minutes – July 2018 meeting minutes.

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

For information only.



**MINUTES  
CITY OF ST. CHARLES  
NATURAL RESOURCES COMMISSION MEETING  
RALPH GRATHOFF, CHAIRMAN  
JULY 12, 2018**

**Members Present:** Chairman Ralph Grathoff, Kathy Brens, Heather Goudreau, Lee Haggas, Ray Hauser, Suzi Myers

**Members Absent:** Valerie Blaine, Jon Duerr, Loren Nagy, Pam Otto, Caroline Wilfong

**Others Present:** Chris Adesso, Marcelline D'Argento, AJ Reineking

**Visitors Present:** None

**1. Call to Order & Pledge of Allegiance**

The meeting was convened by Chair. Grathoff at 7:06 p.m.

**2. Minutes Review and Approval**

Motion to approve and place into the public record the minutes of the June 14, 2018 Natural Resources Commission [NRC] meeting. Motion by Comm. Brens, second by Comm. Haggas to approve the minutes. Voice vote: unanimous; nays – none. Motion carried at 7:07 p.m.

**3. Old Business**

**A. Social Media**

Mr. Reineking reported he had spoken to the City's Communications Division Manager regarding social media and City-affiliated groups, such as the NRC. A City-affiliated group can create their own social media accounts and the City will start to follow them and share the information. Alternatively a City-affiliated group can write articles for The Den or the City blog. Mr. Adesso suggested the NRC review the City's website to see what platforms are in use [the City's website indicates the following platforms are utilized: Twitter, Facebook, LinkedIn, Vimeo, Flickr and Instagram]. Comm. Goudreau stated she would be willing to serve the primary administrator for a Facebook page if the NRC chooses to create one; multiple members of the NRC would have access to post information and photos.

Comm. Grathoff inquired as to whether the content of the NRC's Facebook page would require approval by the City. Mr. Adesso explained the NRC's Facebook page would be independent, not a City sanctioned page. However, Mr. Adesso noted the Commissioners are bound by the Ethics Ordinance [which is included in the Boards and Commissions Manual]. Any member of the NRC could provide photos, written entries, etc. to be posted. Comm. Myers noted a Langum Woods volunteer workday could be announced on the NRC's Facebook page, for example.

**B. Tree Preservation Ordinance**

As a follow up from the June NRC meeting Mr. Reineking stated the City's Tree Preservation Ordinance [City Code Chapter 8.30] does not provide for situations such as poor pruning practices of private trees [i.e. the trees trimmed on East Main Street adjacent to a hotel]. Once a property is developed, the City is no longer involved in tree protection. The current ordinance states that a tree preservation plan is required from property developers, and any tree over six inches in diameter must be protected during development of a property; that is the extent of the City's jurisdiction regarding private trees. Chair. Grathoff stated the NRC's recommendations can be addressed through the Urban Forestry Management Plan [UFMP]. Comms. Myers and Hauser requested confirmation that the City does not want residents to

trim City parkway trees adjacent to their homes; Mr. Reineking confirmed this is correct. If a resident wants a parkway tree trimmed, they should contact the City and make a request. Comm. Goudreau stated this information would be helpful to have on the NRC's Facebook page.

**C. Urban Forestry Management Plan**

In connection with the discussion regarding the City's tree preservation ordinance, Mr. Reineking noted periodic review of the UFMP is one of the NRC's goals. Chair. Grathoff suggested the NRC schedule a date for the review of the UFMP. Mr. Reineking suggested a NRC UFMP sub-committee could be convened to review and update the document. Chair. Grathoff requested review of the UFMP be placed on the agenda for the September NRC meeting.

**D. Camp Kane**

Comm. Brens commented on the presentation by the Camp Kane Heritage Foundation representative at the June NRC meeting. Comm. Brens inquired if it was within the NRC's scope to be involved with the photos and content presented by the foundation at the site in Langum Park. Mr. Adesso stated this is generally not an issue for the NRC, but the foundation representative could be contacted by anyone independently of the NRC.

**4. Committee Reports**

**A. Education Committee**

Comm. Myers will pick up the *The Survivor Tree* books and donation letters from Public Works in late August for distribution to the elementary and middle schools in St. Charles.

**B. Langum Woods Clean-Up Committee**

None.

**5. Communications – Public Services Division Tree Activity Reports June 2018**

Motion by Comm. Myers to approve the above-referenced reports and place into the public record, second by Comm. Brens. Voice vote: unanimous; nays – none. Motion carried at 7:39 p.m.

**6. Additional Items**

**A. Commissioners**

Comm. Haggas inquired as to the possible involvement of the NRC with the construction of the City's new Police Station. Mr. Adesso explained the landscape plan has not yet been developed, but a concept plan was required for zoning ordinance purposes. The placement of trees along the southern property line is under discussion between the City and the project architect; specifically the location of where trees will be planted on the southern property line to accommodate overhead utilities and City Code requirements. Jeremy Craft will have an opportunity to review the landscape plan. Mr. Adesso stated the basins at the site are all naturalized, which is of importance to the NRC. Additionally, three bioswales are incorporated in the plan, and stormwater management in the area will be improved as part of the project. Comm. Myers asked if the new Police Station will be a LEED [Leadership in Energy and Environmental Design] certified building. Mr. Adesso explained, while the City will not pursue LEED certification, the building will meet LEED standards.

Chair. Grathoff thanked Comm. Goudreau for taking the lead on the NRC's social media presence.

**B. City Staff**  
None.

**7. Adjournment**

Motion by Comm. Myers to adjourn the meeting, second by Comm. Goudreau. Voice vote: unanimous; nays – none. Motion carried at 7:50 p.m.

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 3.d

Title:

Phosphorus Removal and Digester Improvements Project  
Update – Information only

Presenter:

Tim Wilson

Meeting: Government Services Committee

Date: August 27, 2018

Proposed Cost: n/a

Budgeted Amount: n/a

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

Information only report on the Phosphorus Removal and Digester Improvements Project. The intent is to provide the Council Committee an update on the project status.

A member of the Public Works Staff will be available at each of the Government Services Committee meetings to respond to any questions or comments that the Council Committee may have.

**Attachments** (*please list*):

\* Information only project report

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

None

# Phosphorus Removal and Digester Improvements Project

August 2018

Construction Update Report

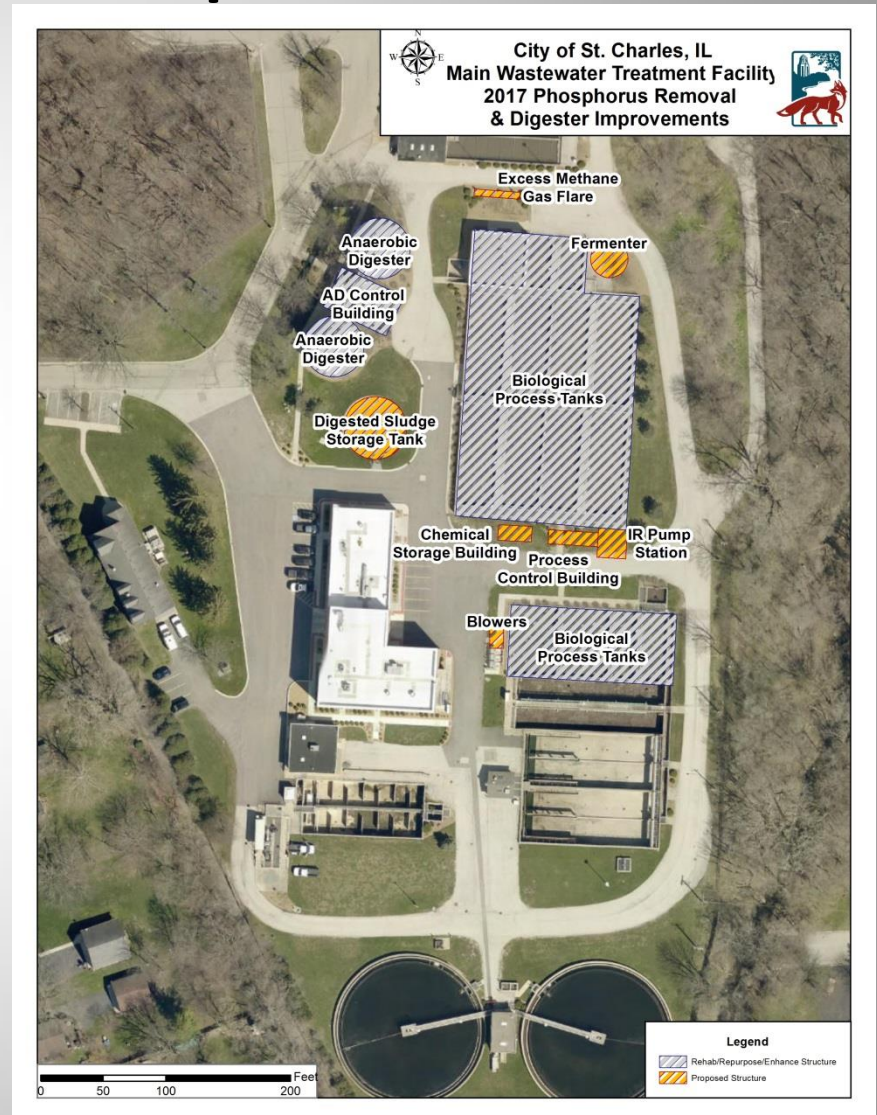
# Construction Update

- Construction Contractor: IHC Construction Companies
- Project Schedule:
  - ~~Commence Construction : September 27, 2017~~
  - ~~Chemical Feed System Online : June 1, 2018~~
  - Substantial Completion : February 6, 2019
  - Final Completion : March 8, 2019
- Construction Contract : \$13,294,896
- Approved Contract Change Orders: \$584.07
- Pending Contract Change Order: None
- Amount Billed to Date: \$7,179,924
- Construction Percent Complete: 55%

# Construction Update

## Current Construction Activity

- South Anaerobic Digester
- AD Control Building
- Digested Sludge Tank
- Fermenter
- IR Pump Station
- Chemical Storage Building
- Blowers
- Biological Aeration Tanks
- Underground Piping



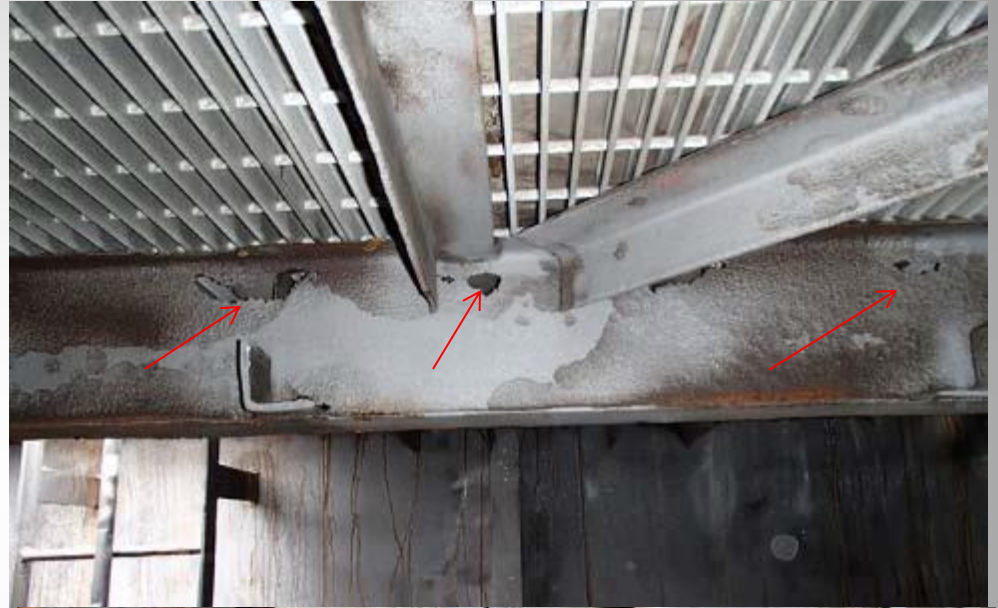
# Construction Update Topic #1

- Electrical Motor Control Panel Manufacture Delays
  - Issue:
    - Motor Control panels are currently delayed in manufacturing at Texas Plant
  - Reason:
    - Hurricane Harvey & Irma
    - Increase Demand and Texas Manufacture Plant Damage and Cause for Delays
      - Note: Federal Funded Project Requires American Made
  - Impacts:
    - EPA June Chemical Feed Deadline
    - Overall Project Schedule
  - Solution:
    - EPA will extend June Deadline we are not the only construction project faced with this challenge
    - Overall Project Schedule: Waiting on true delivery of equipment then contractor will review his overall schedule
  - July Update: 3 of 3 Motor Control Panels Received Total Delay in Equipment 90 Days
  - Council Action:
    - Change Order Number 3



# Construction Update Topic #2

- Holes and Metal Loss in I-Beam
  - Issue:
    - Structural Issues on Catwalk over Digester
  - Reason:
    - Sand blasting uncovered holes in I-beam
  - Impacts:
    - Additional Scope of Work for Contractor
  - Solution:
    - Contractor will perform work on time and material
  - Council Action:
    - None at this time



# South Anaerobic Digester

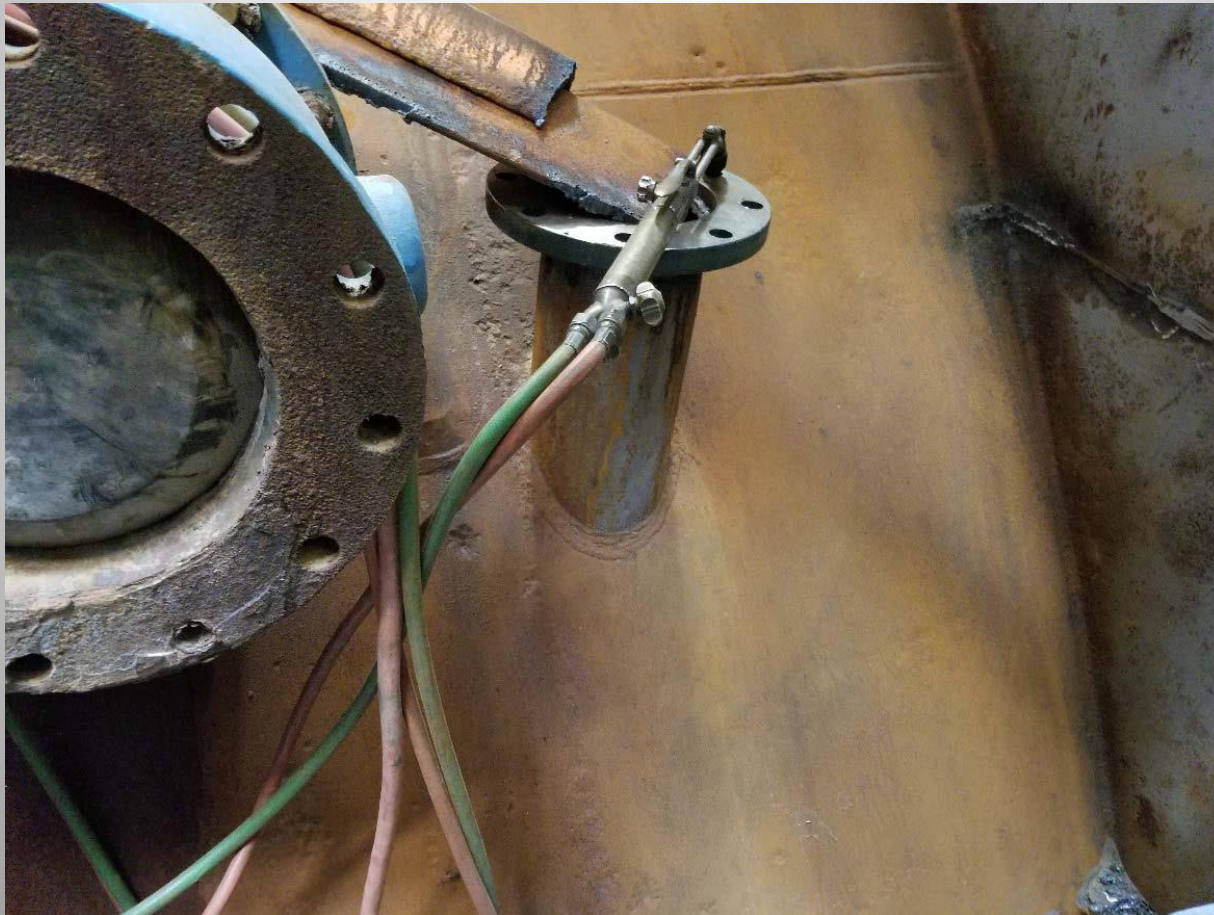
Repairs Started on Effluent Box





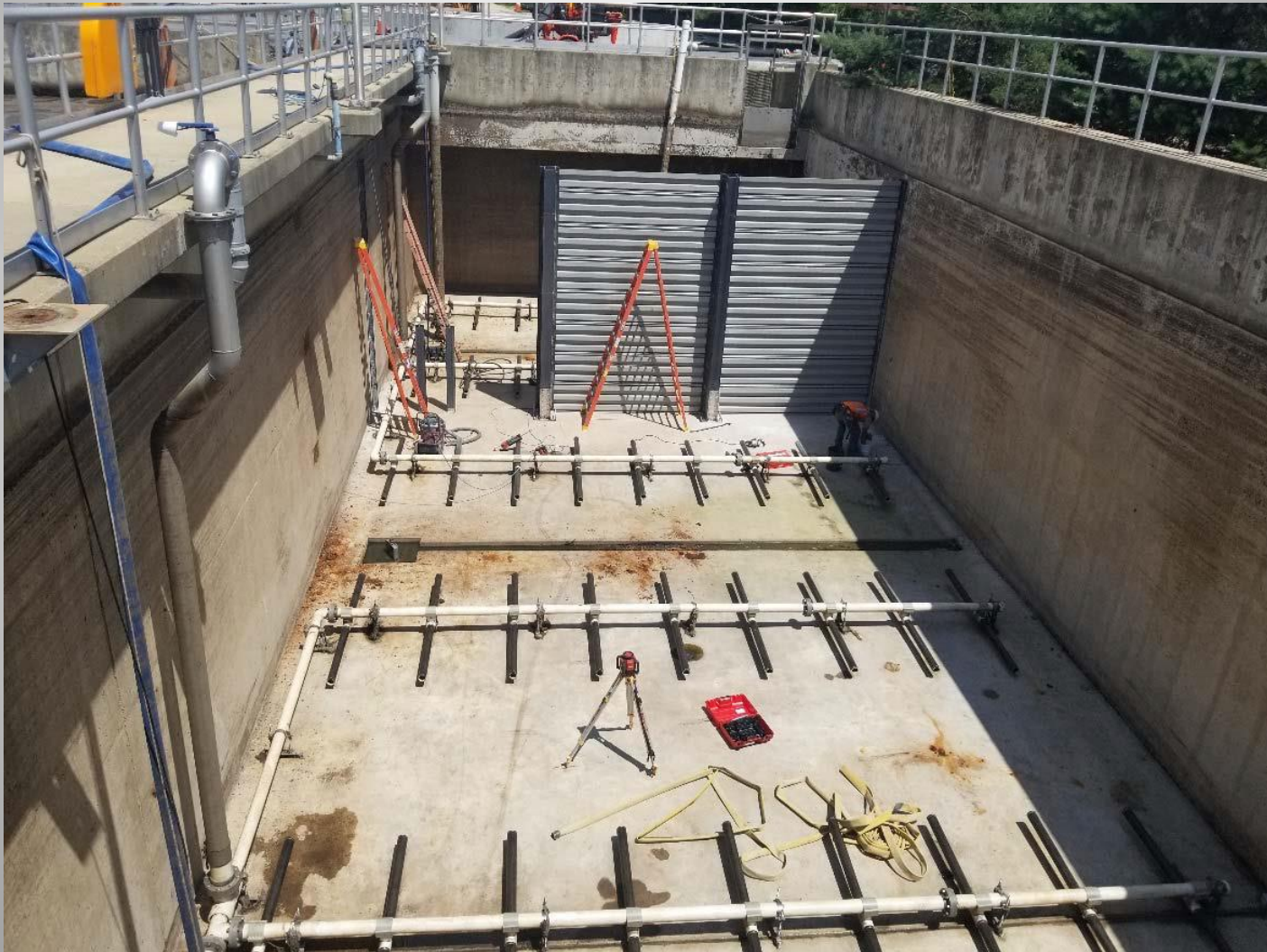
# South Anaerobic Digester

- New Digester Gas Pipe



# Upper Aeration Tanks

Baffle Wall Installed





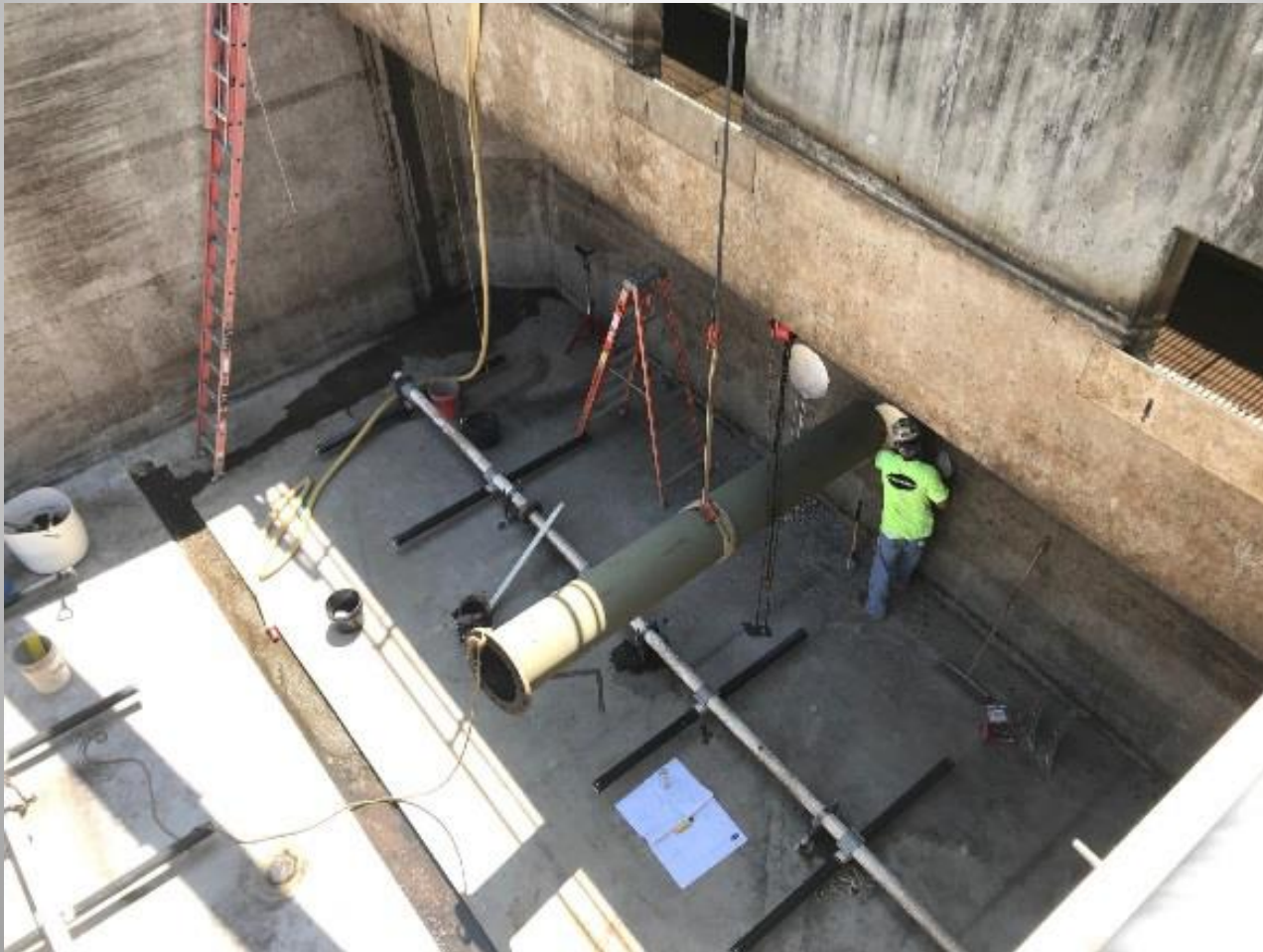
# Sludge Storage Tank

- Cover Assembly Started



# Upper Aeration Tanks

- Pipe Installation





# Upper Aeration Tanks

- Saw Cutting for Mixer Bridges



# Upper Aeration Tanks



Lowering Mixer Bridges into place





# IR Pump Station

- Building Station Walls



# IR Pump Station Building



16" Pipe connection Between Pump Station and Aeration Tanks



# Underground Work



HDPE Digester Gas Line



# Site Page

- Phosphorus Removal & Digester Improvements Project Page-
  - <https://www.stcharlesil.gov/projects/2017-phosphorus-removal-and-digester-improvements>

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 5.a

Title:

Recommendation for Approval of Street and Parking Lot Closures and Amplification for the 2018 Scarecrow Festival

Presenter:

Police Chief Keegan

Meeting: Government Services Committee

Date: August 27, 2018

**Proposed Cost:**

Police: \$19,839.80

Fire &amp; EMA: \$2,331.50

PW: \$11,284.08

**Total: \$33,455.38**

Budgeted Amount: \$

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

This special event application was submitted on June 28, 2018. The special event committee met on July 12<sup>th</sup> to discuss the event with members of the St. Charles Convention & Visitors Bureau and Ravenswood Events.

**\*\*Update: this event was originally brought to the July Government Services meeting and tabled until the August meeting. The issue at hand was a concern regarding the Johnson Statuary business and a particular road closure request. This business has communicated they will be closed during the festival so this road closure can now take place.**

The 2018 Scarecrow Festival will be held on October 5-7, 2018. The event continues to be sponsored by the St. Charles Convention and Visitors Bureau, with the coordination being handled through Ravenswood Event Services.

Attached are the requested day/dates for parking lot and street closures. In addition, the Park District is requesting temporary "no parking by police order" signage to be installed from Thursday thru Sunday along the following routes:

- Second Avenue between Park Avenue and North Avenue;
- Second Avenue between North Avenue and Iroquois Avenue;
- North Avenue between Second Avenue and Fifth Avenue.

Event coordinators are also requesting permission to use directional signage on the public parkway and use of sound amplification during the event. The Police Department requests authorization to modify the planned use area where it is operationally necessary.

**Attachments** *(please list):*

\* Property Layout Maps for Scarecrow Festival (3) \* Street Closure Request

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

Recommendation to approve street and parking lot closures and amplification for the 2018 Scarecrow Festival.



R2 - (r)\*  
R3 - (r)\*  
R4 - (r)\*  
R5 - (r)\*  
R6 - (r)\*  
R7 - (r)\*  
R8 - (r)\*  
R9 - (r)\*  
R10 - (r)\*  
R11 - (r)\*  
R12 - (r)\*  
R13 - (r)\*  
R14 - (r)\*  
R15 - (r)\*  
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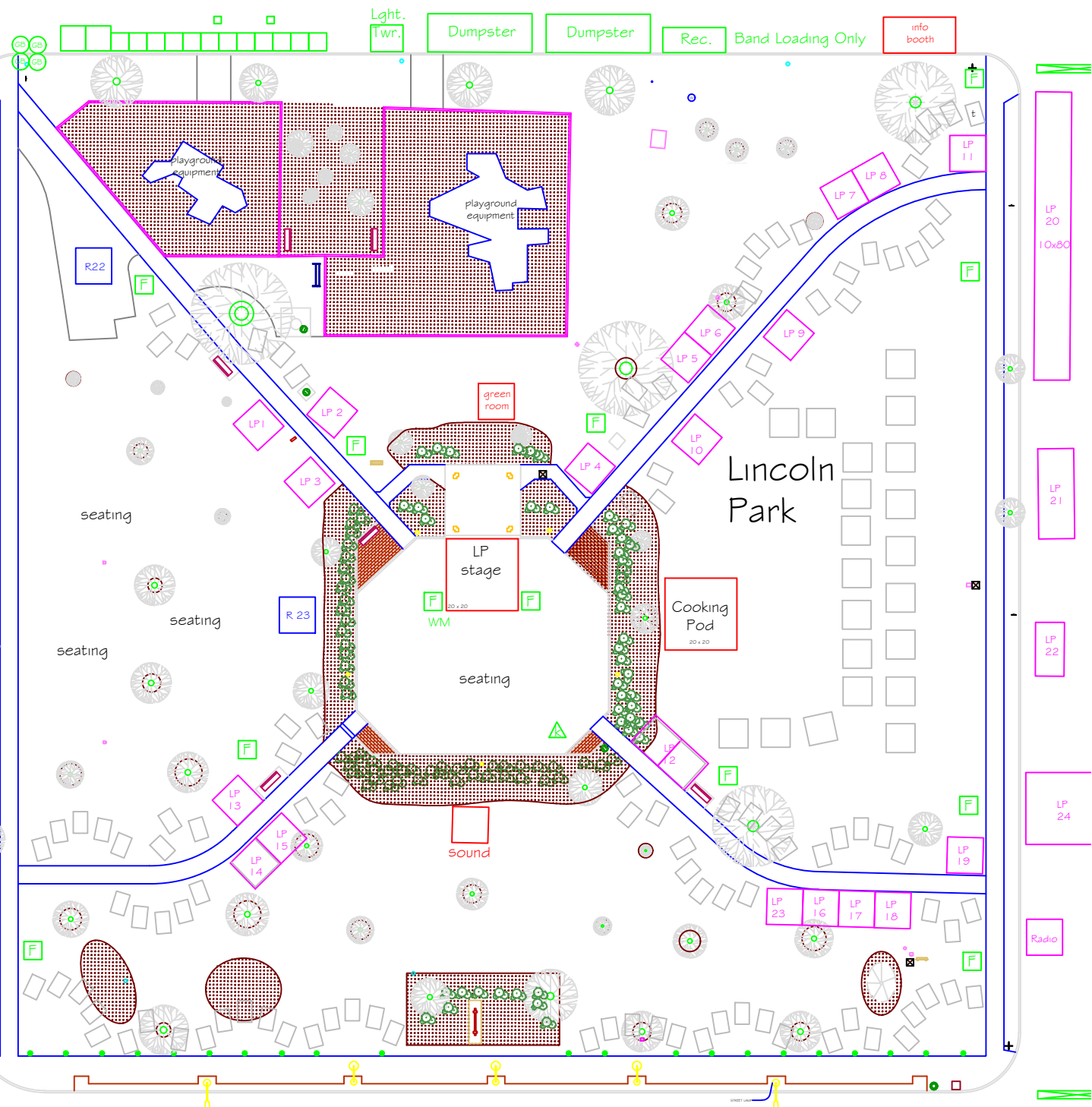
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Zone A: Lincoln Park



N. 5TH ST

CEDAR ST



N. 4TH ST

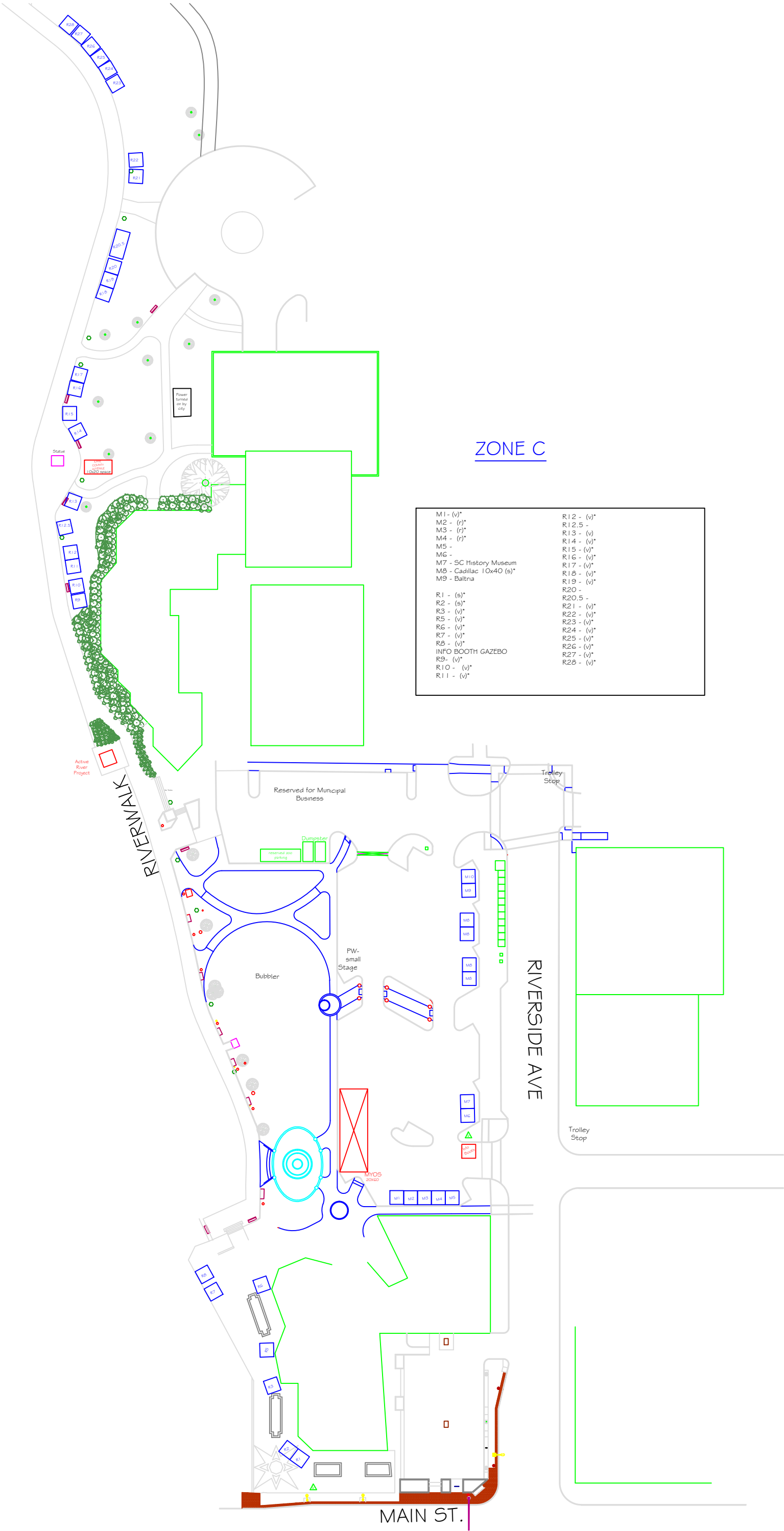
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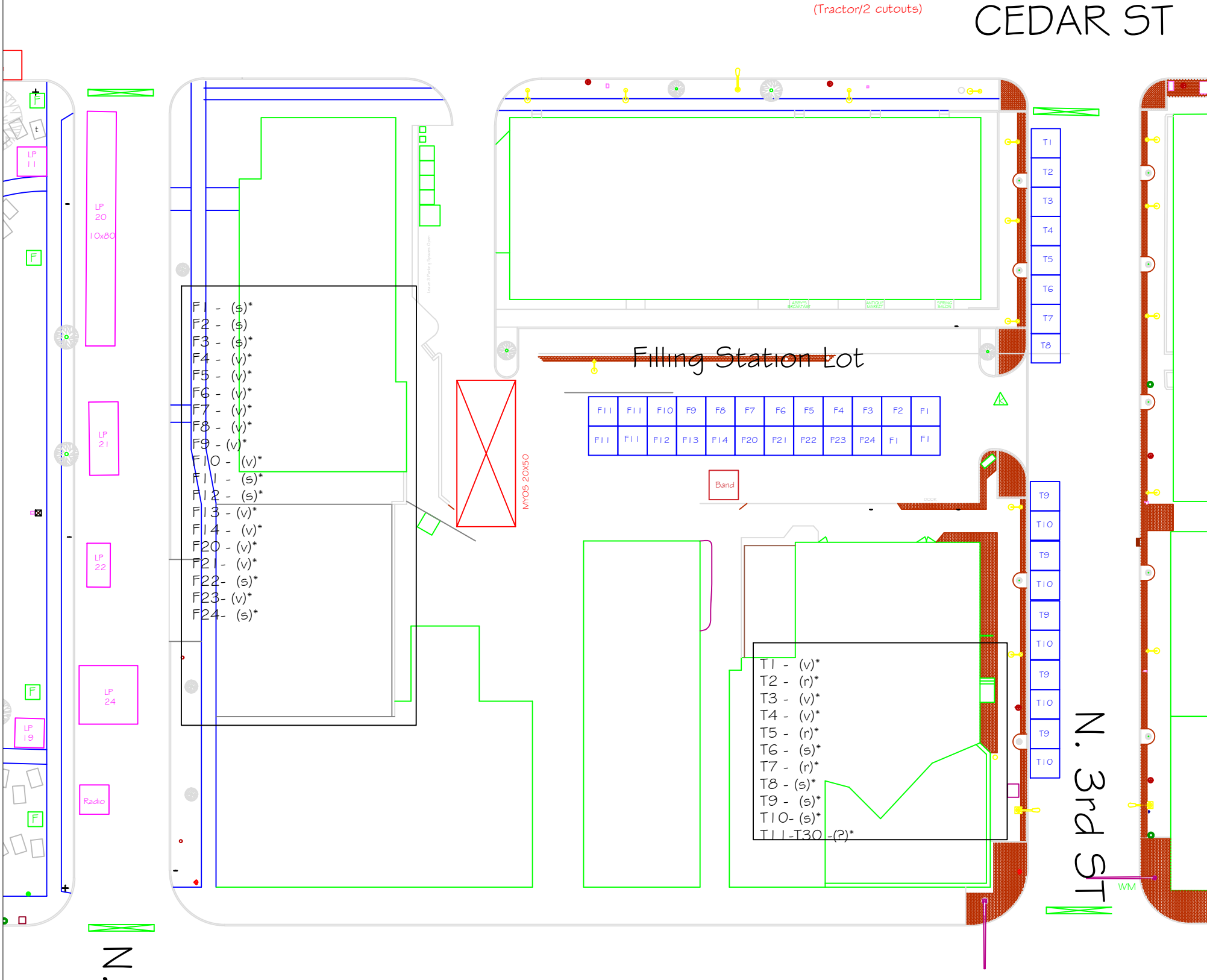
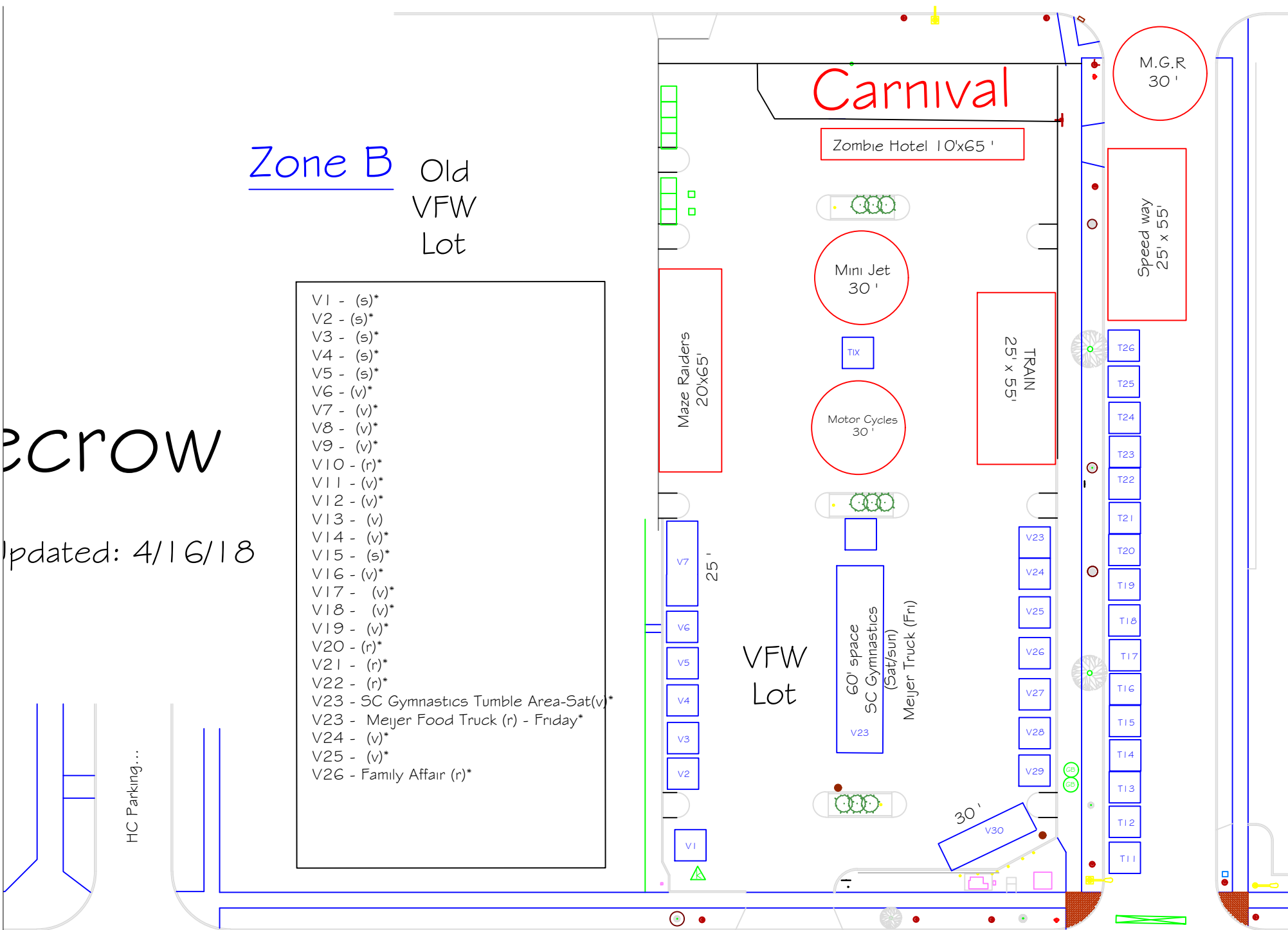
Address: 450 W. Main St. St Charles, IL 60174

W. MAIN ST (RT 64)

CRAFT FAIR

↑







**Street Closings, Parking Lot & Designated Handicapped Parking Requests St.  
Charles Scarecrow Fest  
October 5-7, 2018 (including set-up October 3 & 4, 2018)**

**Street Closing, Temporary One-Way, Handicapped Parking Requests:**

***East of Fox River***

1. Handicapped Parking: Riverside Avenue on-street parking west side designated Handicap Parking only: Friday, Saturday, and Sunday from 6am to 6pm.
2. Parking: First Avenue on-street parking east side (two spaces) along Riverside Pizza & Warehouse Antiques designated Handicap Parking: Friday 6 am to Sunday 6pm. (Signs need to be posted on Wednesday).
3. The row of parking spaces (10) at 10 State Avenue in front of Door #1 designated as "MUNICIPAL RELATED Business Parking Only" from Fri at 6am through Sun at 6pm.
4. No Parking on 2<sup>nd</sup> Ave between State Ave and Cedar Ave (Trolley Route and stops)
5. No Parking on Cedar Ave between Riverside and 2<sup>nd</sup> Ave (Trolley Route and stops)
6. No Parking on State Ave between Riverside and 2<sup>nd</sup> Ave (Trolley Route and Stops)

**Parking Lot Closing Requests:**

***East of Fox River***

1. Municipal Lot adjacent to Municipal Building, Wednesday 6am to Sun at 11pm. (Dumpster to be removed Monday before 10am).
2. Municipal Lot – checkerboard lot at the corner of Main & Riverside – open Friday for municipal business and open Saturday and Sunday for handicapped parking only.

**Street Closing, Temporary One-Way, Handicapped Parking Requests:**

***West of Fox River***

1. Closure: North Third St. between Main & State Streets from Thurs 5am to Sun 11pm (police, fire & delivery vehicles to be allowed access each night between 6pm-6am). East side will be maintained as a fire lane.
2. Closure: North Fourth St. between Main & Cedar Streets from Thurs 5am to Sun 11pm. East side will be maintained as a fire lane.
3. Closure: North Fifth St. between Main & Cedar Streets from Thurs 5am to Sun 11pm. West side will be maintained as a fire lane.
4. Closure: Cedar St. between 4<sup>th</sup> & 5<sup>th</sup> Streets Thursday 5am – Sunday 11pm. (Soft closure Thursday-Sunday).
5. Closure: Cedar Street between 2<sup>nd</sup> & 4<sup>th</sup> Streets Thursday 5 am to Sunday at 11pm. (Soft closure Thursday-Sunday).
6. Handicapped Parking: North Fifth St between Cedar and State Streets east side only handicapped parking: Fri at 6am to Sun at 6pm. (Signs need to be posted on Thursday.)
7. Handicapped Parking: North Fourth Street between Cedar and State Streets west side only from Friday at 6am to Sunday at 6pm. (Signs need to be posted on Thursday).
8. No parking on Cedar Street from 2<sup>nd</sup> St to 5<sup>th</sup> St. Thursday 5am – Sunday 11pm.

**Parking Lot Closing Requests:**

***West of Fox River***

1. River Plaza Parking lot “G” (west side of N. Second Street [Route 31] between Cedar and State Streets) on Wednesday 6am to Sunday 10pm for Windy City Carnival.
2. Old VFW lot Wednesday at 6am to Monday at noon.
3. Old St. Charles Court lot on north Third St., west side, between west Main and Cedar Streets, Wednesday at 6am to Sunday at 11pm.

**Additional Requests:**

1. All parking spaces on the south side of Cedar Street between Fourth and Fifth Streets to place dumpsters, toilets, and limited-time entertainment parking (with festival permit only). Wednesday 6am to Sunday 10pm.
2. Municipal Lot (northwest end, south side of lot, per map). Temporary NO parking in first few parking spots – to accommodate dumpsters.
3. Permission to use land along the Freedom Walk from Main Street bridge north to Pottawatomie Park for vendors.
4. Permission to use walkway/courtyard to the south and west of the Municipal Center for children’s activities and select vendors.
5. Permission to place tents on Fourth Street between Main and Cedar Streets, west side.
6. Permission to place tents on Fifth Street between Main and Cedar Streets, east side – flush against the park.

**Scarecrow Festival 2018: October 5-7 (open to public dates)**

Lincoln Park & VFW tent set up (south side of park & gazebo) Wednesday and Thursday, October 4 & 5: 8am-10pm. As always, due consideration will be a priority for students of St. Patrick’s Church.

**Event Days**

Friday and Saturday October 5 and 6: 10am-6pm (Lincoln Park to remain open until 9pm; carnival open until 10pm); Sunday, October 7: 10am – 5pm.

**Trolleys**


Two trolleys will run Friday, Saturday, and Sunday.


**Shuttles** (School buses)

Will run Friday, Saturday, and Sunday. West of the river: from Charlestowne Mall Shopping Center to Riverside Avenue. East of the river: from Haines and Thompson Middle Schools to St. Patrick’s Church.

**PROPERTY BEING REQUESTED FOR VENDING/SPONSOR AREAS:**

- Lincoln Park
- 5<sup>th</sup> Street from Cedar to Main
- 4<sup>th</sup> Street from Cedar to Main
- 3<sup>rd</sup> Street from Cedar to Main
- Old VFW lot
- Rt. 31 & Cedar Parking lot (for Carnival)
- Old St. Charles Parking Lot (Filling Station)
- Municipal lot
- Municipal Courtyard - checkerboard lot (Sat & Sun for handicapped parking only)
- Commercial Riverwalk from Main Street to Pottawatomie Park

|   |                                      |   |  |
|---|--------------------------------------|---|--|
|    | <b>AGENDA ITEM EXECUTIVE SUMMARY</b> |   | Agenda Item number: *5.b               |
|   | Title:                               | Recommendation to Approve Downtown St. Charles Partnership Request for Amplification and to Partially Close 1 <sup>st</sup> Street to Host Lighting of Lights on the 1 <sup>st</sup> Street Plaza |  |
|   | Presenter:                           | Chief Keegan  |  |
| Meeting: Government Services Committee      Date: August 27, 2018   |                                      |   |  |
| Proposed Cost: \$913.48 (PW)<br>\$44.60 (PD)<br><b>\$958.08 (Total)</b>   |                                      | Budgeted Amount: \$   | Not Budgeted: <input type="checkbox"/> |
| <b>Executive Summary</b> <i>(if not budgeted please explain):</i><br><br><p>This special event application was received on July 5, 2018. The special events committee met with event organizers on Tuesday, July 17<sup>th</sup> to discuss the details of this event.</p> <p>The Downtown St. Charles Partnership is requesting to hold the Lighting of the Lights event on Friday, November 23, 2018 at the 1<sup>st</sup> Street Plaza again this year. The request includes the following:</p> <ul style="list-style-type: none"> <li>• Closure of 1<sup>st</sup> Street from Main St. to the entrance of the parking deck from 4 – 7 p.m.</li> <li>• Use of amplification/loudspeaker system.</li> </ul> <p>Barricades already reserved for the parade on Saturday can be utilized for the closure and will not add additional costs for their use.</p> <p>Please note, the Christmas tree sales lot is not requested this year.</p> |                                      |   |  |
| <b>Attachments</b> <i>(please list):</i><br><br>None  |                                      |   |  |
| <b>Recommendation/Suggested Action</b> <i>(briefly explain):</i><br><br>Recommendation to approve the Downtown St. Charles Partnership request for amplification and to partially close 1 <sup>st</sup> Street to host the Lighting of Lights event on the 1 <sup>st</sup> Street Plaza.  |                                      |   |  |

|   |                                      |   |  |
|---|--------------------------------------|---|--|
|    | <b>AGENDA ITEM EXECUTIVE SUMMARY</b> |   | Agenda Item number: *5.c               |
|   | 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 27, 2018   |                                      |   |  |
| <b>Proposed Cost: Total:\$23,551.07</b><br>Police:\$7,962.03<br>EMA: \$500.00<br>PW:\$15,089.04   |                                      | Budgeted Amount: \$   | Not Budgeted: <input type="checkbox"/> |
| <b>Executive Summary</b> <i>(if not budgeted please explain):</i><br><br><p>This special event application was received on July 5, 2018. The special events committee met on Tuesday, July 17<sup>th</sup> to discuss the details of this event with event organizers.</p> <p>Closure of state roadways requires formal approval from the Illinois Department of Transportation. The Downtown Partnership 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 24, 2018 for the annual Electric Christmas parade.</p> <p>In addition, approval of amplification for this event is needed from the Committee.</p> <p>The Downtown Partnership is a not-for-profit requesting financial assistance under the City special events policy.</p> |                                      |   |  |
| <b>Attachments</b> <i>(please list):</i><br><br>* Resolution  |                                      |   |  |
| <b>Recommendation/Suggested Action</b> <i>(briefly explain):</i><br><br>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 24, 2018 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. \_\_\_\_\_

Page 2

PRESENTED to the City Council of the City of St. Charles, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

PASSED by the City Council of the City of St. Charles, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

APPROVED by the Mayor of the City of St. Charles, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
Raymond P. Rogina, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk


COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

|   |                                      |   |  |
|---|--------------------------------------|---|--|
|    | <b>AGENDA ITEM EXECUTIVE SUMMARY</b> |   | Agenda Item number: *5.d               |
|   | Title:                               | Recommendation to Update Multiple Sections of the City Ordinance Title 10 |  |
|   | Presenter:                           | Chief of Police James Keegan  |  |
| Meeting: Government Services Committee  |                                      | Date: August 27, 2018   |  |
| Proposed Cost:  |                                      | Budgeted Amount: \$   | Not Budgeted: <input type="checkbox"/> |
| <b>Executive Summary</b> <i>(if not budgeted please explain):</i><br><br><p>Section 10.11.2100 “Intersections Where Stop or Yield Required”, 198: The current ordinance indicates a 4-way stop sign at First and Prairie Streets. This is, in fact, only a 2-way stop sign (north and south traffic only).</p> <p>Section 10.40.043 “No Parking on School Days” needs to be amended by adding “unless times otherwise stated” in the beginning of the section.</p> <p>Section 10.40.044 “Residential Parking Only on School Days” needs to be amended by adding “unless times otherwise stated” in the beginning of the section and by adding add item #17 as follows<br/> “Between the hours of 9:00 a.m. to 1:00 p.m.; within the entire Stuarts Crossing subdivision, to include Stuarts Drive, Crossing Way, and Ridings Lane.”</p> |                                      |   |  |
| <b>Attachments</b> <i>(please list):</i><br><br><p>* Recommended changes within current Ordinance * Proposed Ordinance</p>  |                                      |   |  |
| <b>Recommendation/Suggested Action</b> <i>(briefly explain):</i><br><br><p>Recommendation to approve the listed changes be made to Title 10 of the City of St. Charles Ordinance.</p>   |                                      |   |  |

## Title 10 Recommended Changes for August 2018 Government Services Meeting

### 10.11.2100 – Intersections Where Stop or Yield Required

198. At the intersection of First Street and Prairie Street so that northbound, southbound, ~~eastbound and westbound~~ traffic must stop.

### 10.40.043 – No Parking on School Days

It is unlawful for the operator or owner of any vehicle at any time to cause, allow, or permit any vehicle to stop, stand or park in any of the following places which shall be designated as no parking on school days between the hours of 7:00 a.m. and 4:00 p.m. (~~unless times otherwise stated~~), except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic control device:

- A. On the north side of State Street from a point twenty (20) feet easterly of the east curb line of north 5th Street to a point twenty (20) feet west of the west curb line of North 4th Street.
- B. On the west side of 13th Avenue, from a point twenty (20) feet south of the south curb line on Ronzheimer Avenue to a point twenty (20) feet north of the north curb line of Rita Avenue.
- C. Between the hours of 9:00 a.m. to 1:00 p.m. on all streets inside the area bordered by and including Gray Street on the south from 4th Street to 12th Street, 4th Street on the east from Gray Street to Fellows, Fellows Street on the north from 4th Street to 12th Street and 12th Street on the west from Fellows to Gray.

### 10.40.044 – Residential Parking Only on School Days

It is unlawful at any time to cause, allow or permit any vehicle to stop, stand or park, except when necessary to avoid conflict with other traffic or in compliance with the direction of a police officer or official traffic control device, in any of the following places which shall be designated as no parking on school days between the hours of 7:00 a.m. and 4:00 p.m. (~~unless times otherwise stated~~), unless such vehicle is licensed to a resident whose residence is located on property abutting the following public right-of-way:

- A. The following affected streets on the side that presently contain unrestricted parking: Greenwood Lane, Chesapeake Road, Oxmoor Court, Mockingbird Court, the outer ring of Windsor Court, Traditions Boulevard, Grandview Court, Fieldcrest Drive, Wexford Court, Abbeywood Drive, Easton Place, Pendleton Court, Brittany Court, River's Ridge Drive, Prairie Crossing Drive, Meadowview Drive, Dorchester Road, Ashbrooke Court, Muirfield Court, Royal St. James Court and Royal St. George's Court (including the radius of the cul-de-sac) and Riverview Drive.
  - 1. On both sides of Highgate Course.
  - 2. On both sides of Chasse Circle.
  - 3. On both sides of Fairfax Road from the west right-of-way of Dunham Road to the east right-of-way of Forest Ridge Road.



4. On both sides of Canidae Court.
5. On both sides of Shires Lane.
6. On both sides of Southgate Course.
7. On both sides of Dunham Place.
8. On both sides of 8th Street from the north right-of-way of Oak Street to the south right-of-way of Indiana Street, except for the southerly one hundred fifty (150) feet along the east side of 8th Street as measured northerly from the north right-of-way of Oak Street.
9. On both sides of Huntington Road from the southerly right-of-way of Fox Chase Boulevard to the north right-of-way of Forest Ridge Road.
10. On Forest Ridge Road along the westerly and northerly side of the street from the south right-of-way of Fairfax Road continuing westerly around the circle to the east right-of-way of Huntington Road.
11. On the east side of Essex Court.
12. On the west side of Sterling Court.
13. Foxwood Lane from the southwesterly right-of-way of Southgate Course.
14. Southgate Court from the northerly right-of-way of Southgate Course.
15. Between the hours of 9:00 a.m. to 1:00 p.m. on all streets inside the area bordered by and including Gray Street on the south from 4th Street to 12th Street, 4th Street on the east from Gray Street to Fellows, Fellows Street on the north from 4th Street to 12th Street and 12th Street on the west from Fellows to Gray.
16. Between the hours of 9:00 a.m. to 1:00 p.m. on all roadways within the Rivers Edge subdivision. Streets to include: River View Drive, River Ridge Drive, Prairie Crossing Drive, Meadow View Drive, and North Meadow View Drive.
17. Between the hours of 9:00 a.m. to 1:00 p.m.; within the entire Stuarts Crossing subdivision, to include Stuarts Drive, Crossing Way, and Ridings Lane.

**City of St. Charles, Illinois**  
**Ordinance No. 2018-M- \_\_\_\_\_**

**An Ordinance Amending Title 10 “Vehicles and Traffic”,  
Chapter 10.11 “Rules of the Road”, Section 10.11.2100 “Intersections Where  
Stop or Yield Required”, Chapter 10.40 “Stopping, Standing and Parking”,  
Section 10.40.043 “No Parking on School Days”, and Chapter 10.40  
“Residential Parking Only on School Days”, Section 10.40.044 “Residential  
Parking Only on School Days” of the St. Charles Municipal Code**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES,  
KANE AND DUPAGE COUNTIES, ILLINOIS, AS FOLLOWS:**

SECTION ONE: That Title 10 “Vehicles and Traffic”, Chapter 10.11 “Rules of the Road”, Section 10.11.2100 “Intersections Where Stop or Yield Required” of the St. Charles Municipal Code, be and is hereby amended to read as follow:

198. At the intersection of First Street and Prairie Street so that northbound and southbound traffic must stop.

SECTION TWO: That Title 10 “Vehicles and Traffic”, Chapter 10.40 “Stopping, Standing and Parking”, Section 10.40.043 “No Parking on School Days” of the St. Charles Municipal Code, be and is hereby amended as follows:

It is unlawful for the operator or owner of any vehicle at any time to cause, allow, or permit any vehicle to stop, stand or park in any of the following places which shall be designated as no parking on school days between the hours of 7:00 a.m. and 4:00 p.m. (unless times otherwise stated), except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic control device:

- A. On the north side of State Street from a point twenty (20) feet easterly of the east curb line of north 5th Street to a point twenty (20) feet west of the west curb line of North 4th Street.
- B. On the west side of 13th Avenue, from a point twenty (20) feet south of the south curb line on Ronzheimer Avenue to a point twenty (20) feet north of the north curb line of Rita Avenue.
- C. Between the hours of 9:00 a.m. to 1:00 p.m. on all streets inside the area bordered by and including Gray Street on the south from 4th Street to 12th Street, 4th Street on the east from Gray Street to Fellows, Fellows Street on the north from 4th Street to 12th Street and 12th Street on the west from Fellows to Gray.

**SECTION THREE:** That Title 10 “Vehicles and Traffic”, Chapter 10.40 “Stopping, Standing and Parking”, Section 10.40.044 “Residential Parking Only on School Days” of the St. Charles Municipal Code, be and is hereby amended as follows:

It is unlawful at any time to cause, allow or permit any vehicle to stop, stand or park, except when necessary to avoid conflict with other traffic or in compliance with the direction of a police officer or official traffic control device, in any of the following places which shall be designated as no parking on school days between the hours of 7:00 a.m. and 4:00 p.m. (unless times otherwise stated), unless such vehicle is licensed to a resident whose residence is located on property abutting the following public right-of-way:

- A. The following affected streets on the side that presently contain unrestricted parking: Greenwood Lane, Chesapeake Road, Oxmoor Court, Mockingbird Court, the outer ring of Windsor Court, Traditions Boulevard, Grandview Court, Fieldcrest Drive, Wexford Court, Abbeywood Drive, Easton Place, Pendleton Court, Brittany Court, River’s Ridge Drive, Prairie Crossing Drive, Meadowview Drive, Dorchester Road, Ashbrooke Court, Muirfield Court, Royal St. James Court and Royal St. George’s Court (including the radius of the cul-de-sac) and Riverview Drive.
1. On both sides of Highgate Course.
  2. On both sides of Chasse Circle.
  3. On both sides of Fairfax Road from the west right-of-way of Dunham Road to the east right-of-way of Forest Ridge Road.
  4. On both sides of Canidae Court.
  5. On both sides of Shires Lane.
  6. On both sides of Southgate Course.
  7. On both sides of Dunham Place.
  8. On both sides of 8th Street from the north right-of-way of Oak Street to the south right-of-way of Indiana Street, except for the southerly one hundred fifty (150) feet along the east side of 8th Street as measured northerly from the north right-of-way of Oak Street.
  9. On both sides of Huntington Road from the southerly right-of-way of Fox Chase Boulevard to the north right-of-way of Forest Ridge Road.

10. On Forest Ridge Road along the westerly and northerly side of the street from the south right-of-way of Fairfax Road continuing westerly around the circle to the east right-of-way of Huntington Road.
11. On the east side of Essex Court.
12. On the west side of Sterling Court.
13. Foxwood Lane from the southwesterly right-of-way of Southgate Course.
14. Southgate Court from the northerly right-of-way of Southgate Course.
15. Between the hours of 9:00 a.m. to 1:00 p.m. on all streets inside the area bordered by and including Gray Street on the south from 4th Street to 12th Street, 4th Street on the east from Gray Street to Fellows, Fellows Street on the north from 4th Street to 12th Street and 12th Street on the west from Fellows to Gray.
16. Between the hours of 9:00 a.m. to 1:00 p.m. on all roadways within the Rivers Edge subdivision. Streets to include: River View Drive, River Ridge Drive, Prairie Crossing Drive, Meadow View Drive, and North Meadow View Drive.
17. Between the hours of 9:00 a.m. to 1:00 p.m.; within the entire Stuarts Crossing subdivision, to include Stuarts Drive, Crossing Way, and Ridings Lane.

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

SECTION FIVE: This Ordinance shall be in full force and effect ten (10) days from and after its passage by a vote of the majority of the corporate authorities now holding office, approval and publication in the manner provided by law.

PRESENTED to the City Council of the City of St. Charles, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2018.

PASSED by the City Council of the City of St. Charles, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED by the Mayor of the City of St. Charles, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2018.

---

Raymond P. Rogina, Mayor

ATTEST:

---

City Clerk

COUNCIL VOTE:

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

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

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

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 6.a

Title:

Recommendation to Approve Agreement for Design, Construction Documents and Construction Services for the Renovation to City Owned Building at 107-109 East Main Street (Former George's Sport) to Schramm Construction

Presenter:

Peter Suhr

Meeting: Government Services Committee

Date: August 27, 2018

Proposed Cost: \$44,350

Budgeted Amount: \$900,000

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

The City purchased the property at 107-109 Main Street otherwise known as the former George's Sport Building in 2012 with intent to utilize the building or land as a compliment to the adjacent Arcada Theatre. In 2012, the building was in fair condition, however has slowly continued to deteriorate over time. The Public Works Department is responsible for the care and maintenance of City owned buildings including George's Sport.

Recognizing the continued deteriorating conditions of the building, Public Works recently retained Schramm Construction to perform much needed demolition work on the interior of the building and roof replacement in the Fall of 2017.

Now that the building is weathertight, the focus is on providing continued improvements to the building in preparation for a potential tenant or adaptive reuse of the space. Working with staff, Schramm Construction and their consulting architect, Paul Lankenau, have prepared the next appropriate scope of work to be considered as identified in the attached proposal. In general, the work proposed includes design and construction documents for continued exterior improvements and interior buildout of "white box" spaces including structural, mechanical, electrical, plumbing and fire protection upgrades. The proposed work also includes continued demolition and abatement on the interior of the building which is needed to assess the structural components of the building.

Once the construction documents are complete this Fall, the City will be in a position to bid and construct the project if desired. Project costs for construction is preliminary estimated between \$800,000 - \$950,000 and will be confirmed and approved after bidding.

**Attachments** *(please list):*

\*Schramm Construction Proposal

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

Recommendation to Approve Agreement for Design, Construction Documents and Construction Services for the Renovation to City Owned Building at 107-109 East Main Street (Former George's Sport) to Schramm Construction

Peter Suhr  
City Of St Charles  
2E. Main Street  
St Charles, Illinois 60174

7/27/2018

Georges Sports  
109 East Main Street  
St Charles, Illinois 60174

Dear Peter,

Based on the preliminary drawings, our walk-through of the building and our discussions, Schramm Construction shall coordinate final design and construction documents and final proposal for exterior improvements and an interior buildout of "White Box" spaces with structural and MEP design.

### **SCOPE OF SERVICES**

#### **Design Development Phase / Exterior Improvements**

- CAD drawing of use, occupant load and exit diagrams of all floors
- CAD drawings based on the approved schematic design sketch of all exterior elevations and sections and details for Phase 1 documents with exterior ramps and retaining wall design
- Calculations and certification that new construction is in compliance with the energy code

#### **Construction Documents Phase**

- Construction documents of new construction for permit will include:
  1. All exterior elevations, including partial elevations of walls hidden in other views
  2. Plan views of foundation, first floor, second floor, finished lower level, and roof plan with new rooftop mechanical units
  3. Building cross sections, wall sections and details as needed, including stairways and elevator shaft details
  4. Reflected ceiling plans with general lighting, and base drawing for sprinkler design
  5. Structural and MEP design of "white box" by LEI (Larson Engineering of Naperville)
  6. Coordination of architectural plans with structural engineering, MEP or other consultant's drawings, and all architectural details required for building permit

**Construction phase** – No work included by Architect in the construction phase for shop drawing review or site visits, these costs to be submitted with construction costs.

### **ADDITIONAL SERVICES**

**Additional services** that may be required or requested of Architect for this project shall be billed hourly or may be provided by Architect's consultants, and a partial list of additional services or services is as follows:

- 3D line drawings or color rendered exterior views

- Significant changes in the scope of the project, or changes from the approved schematic design during the design development or construction document phases
- Additional interior elevations, elevator cab design or detailed cabinet design
- Detailed specification writing, budget estimates or review of contracts
- Permit application, presentations for zoning, historic sites, architectural review, etc.
- Revisions based upon construction contract or changes during construction
- Review of shop drawings or job site construction, including travel time
- As-built drawings of completed construction

## FEE SCHEDULE

Design development and construction document phases including additional services will be billed on an hourly basis with estimated fees noted below.

|                                 |   |
|---------------------------------|---|
| Hourly rate for architect       | \$150.00 per hour   |
| Consultants hired by architect  | Cost plus 20%   |
| Reimbursable expenses / mileage | Cost plus 20% / Mileage at IRS rate per mile                                |
| Estimated fee per phase         |   |
| • \$ 8,000                      | Design development / Exterior improvements including energy code consultant |
| • \$25,000                      | Construction documents phase including engineering                          |
| • \$4,850                       | Schramm Construction Estimating & Coordination                              |

**Total design development / construction document cost \$37,850**

Civil Engineering is not included, if Civil Engineering is required for the fire protection water service or rear ramp work we recommend a budget of \$6,500

An initial retainer of \$10,000.00 is required to begin the design development / construction document phases. Additional retainers may be required if consultants are hired by Schramm Construction. Architect shall not contract consultants unless agreed on with Schramm Construction.

Schramm Construction will bill progress payments monthly.

The initial retainer will be applied toward the final invoice of services. The balance of the total fee, including reimbursable expenses, is due upon completion of the construction drawings and delivery of stamped permit sets. Reimbursable expenses shall include items such as mileage, prints, postage, and consultant fees. We do include in the base fee any revisions to the initial design required by the jurisdiction to obtain a building permit after submittal.

Sincerely

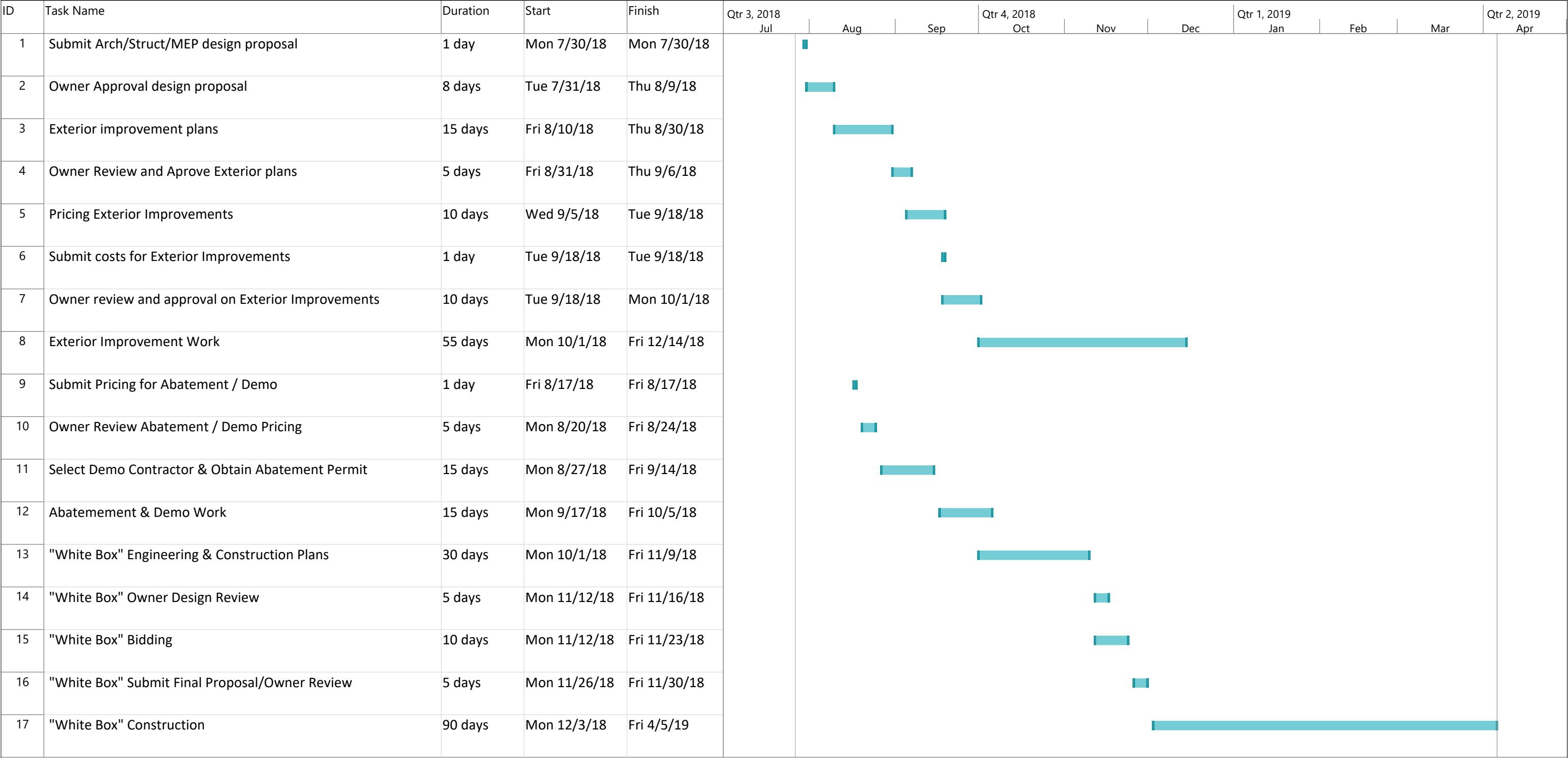


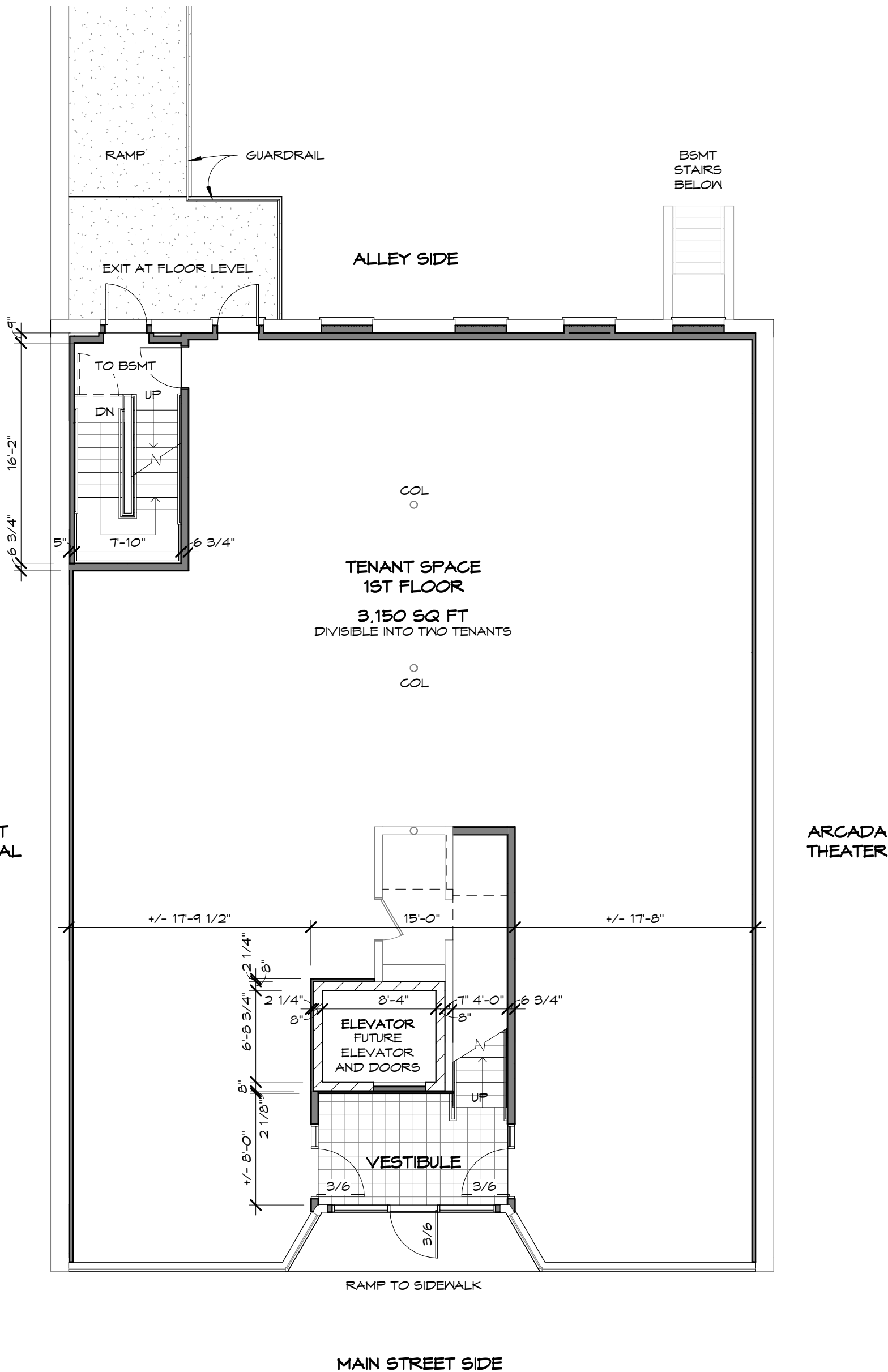
Fred Schramm  
Schramm Construction

Acceptance of proposal  
Peter Suhr  
City of St Charles

\_\_\_\_\_ Date \_\_\_\_\_







1 FIRST FLOOR PLAN  
1/8" = 1'-0"

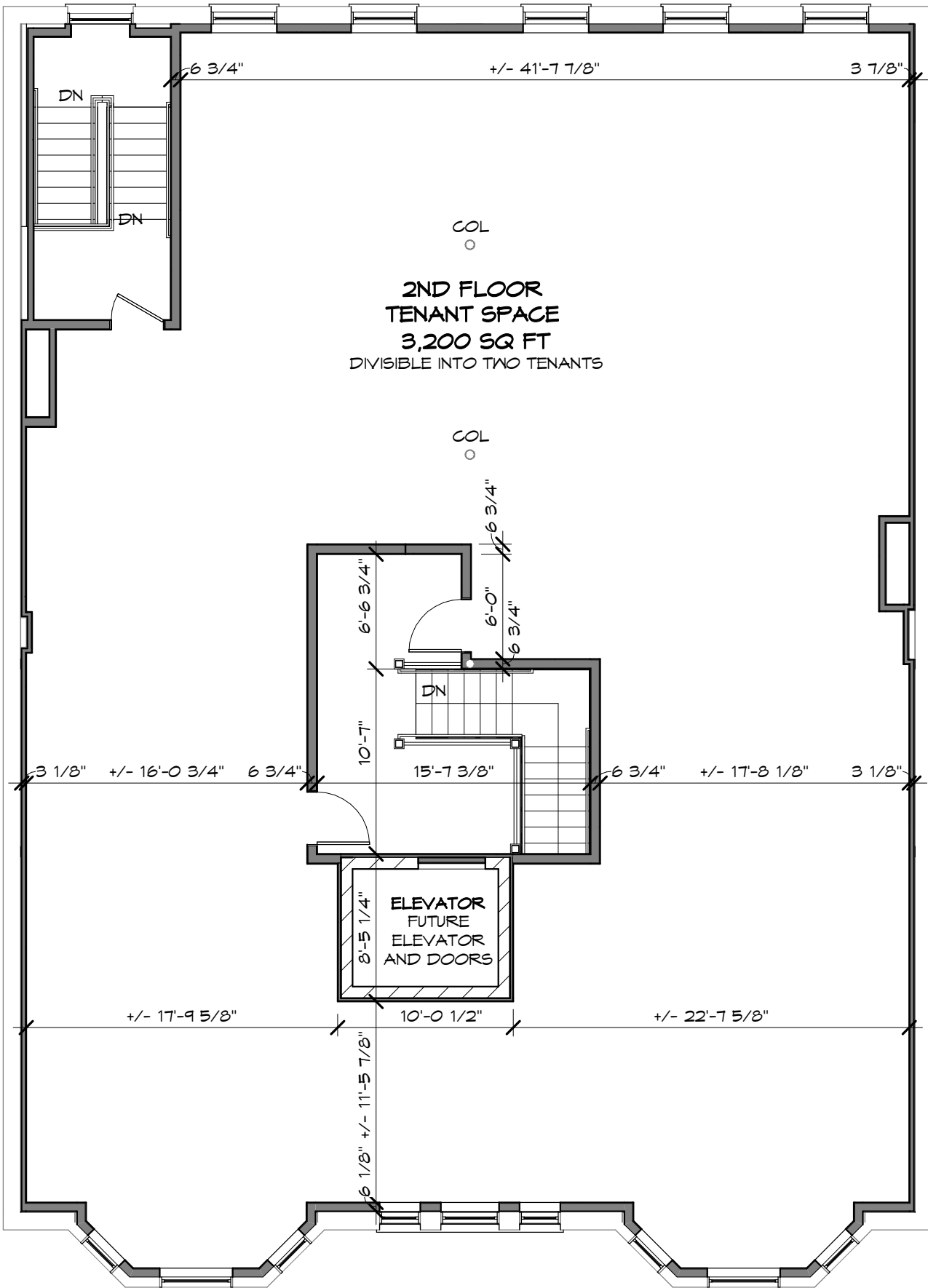
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|                       |           |
|-----------------------|-----------|
| Issue Date            | 7/19/2018 |
| Drawn by              | PRL       |
| Project number        | 18011     |
| PRELIM DESIGN 1ST FLR |           |
| PR-1                  |           |

BUILDING RENOVATION OF 109 E MAIN STREET FOR  
THE CITY OF ST. CHARLES, ILLINOIS  
SCHRAMM CONSTRUCTION CORPORATION  
3520 SWENSON AVE, ST. CHARLES ILLINOIS 60174  
630-584-1200

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*Creative designs that endure*  
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Naperville, Illinois 60540  
630-202-8261 fax 630-355-5927  
www.lankenau-architecture.com

ALLEY SIDE



MAIN STREET SIDE

1 SECOND FLOOR PLAN  
1/8" = 1'-0"

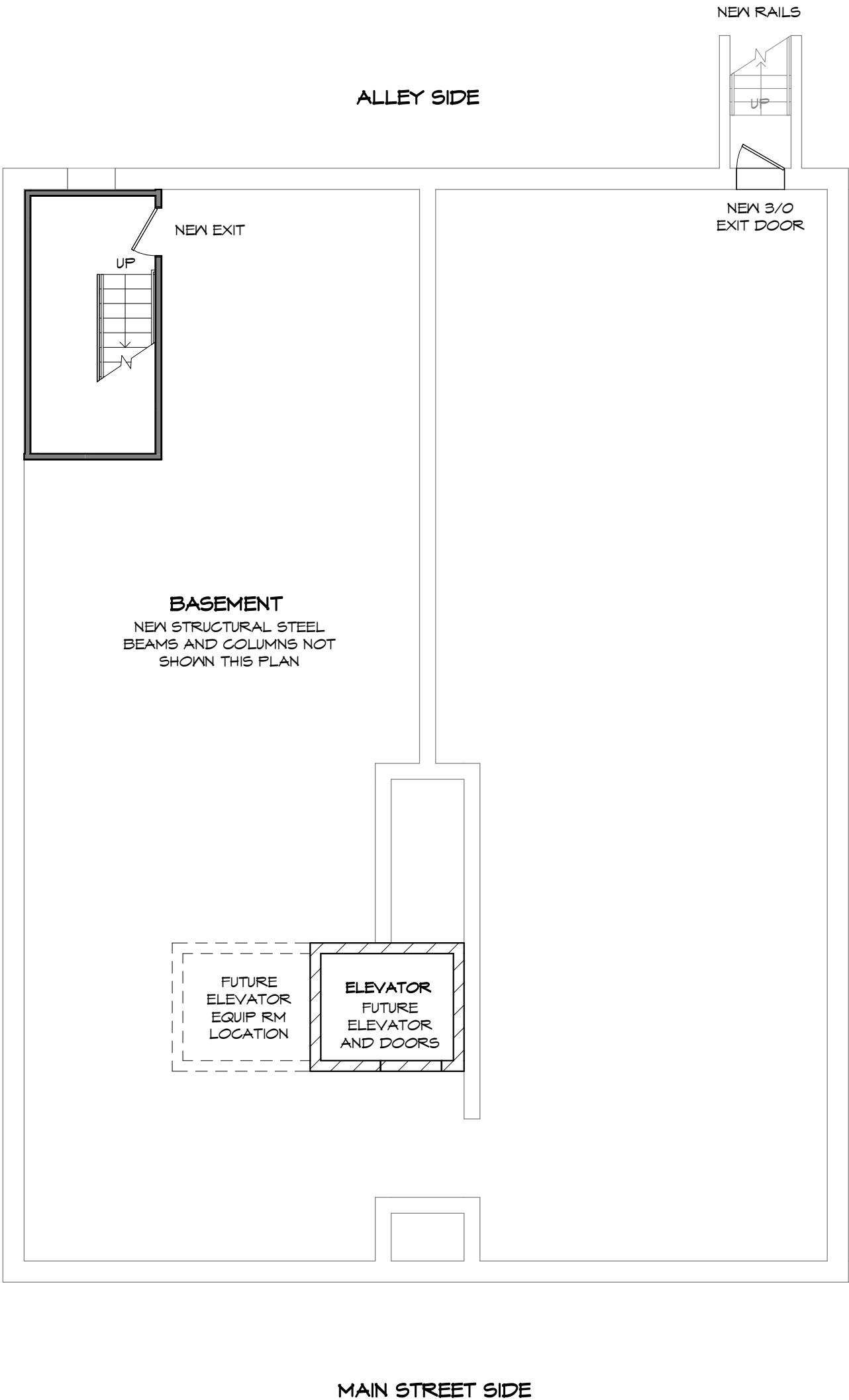
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|                       |           |
|-----------------------|-----------|
| Issue Date            | 7/19/2018 |
| Drawn by              | PRL       |
| Project number        | 18011     |
| PRELIM DESIGN 2ND FLR |           |
| PR-2                  |           |

BUILDING RENOVATION OF 109 E MAIN STREET FOR  
THE CITY OF ST. CHARLES, ILLINOIS  
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3520 SWENSON AVE, ST. CHARLES ILLINOIS 60174  
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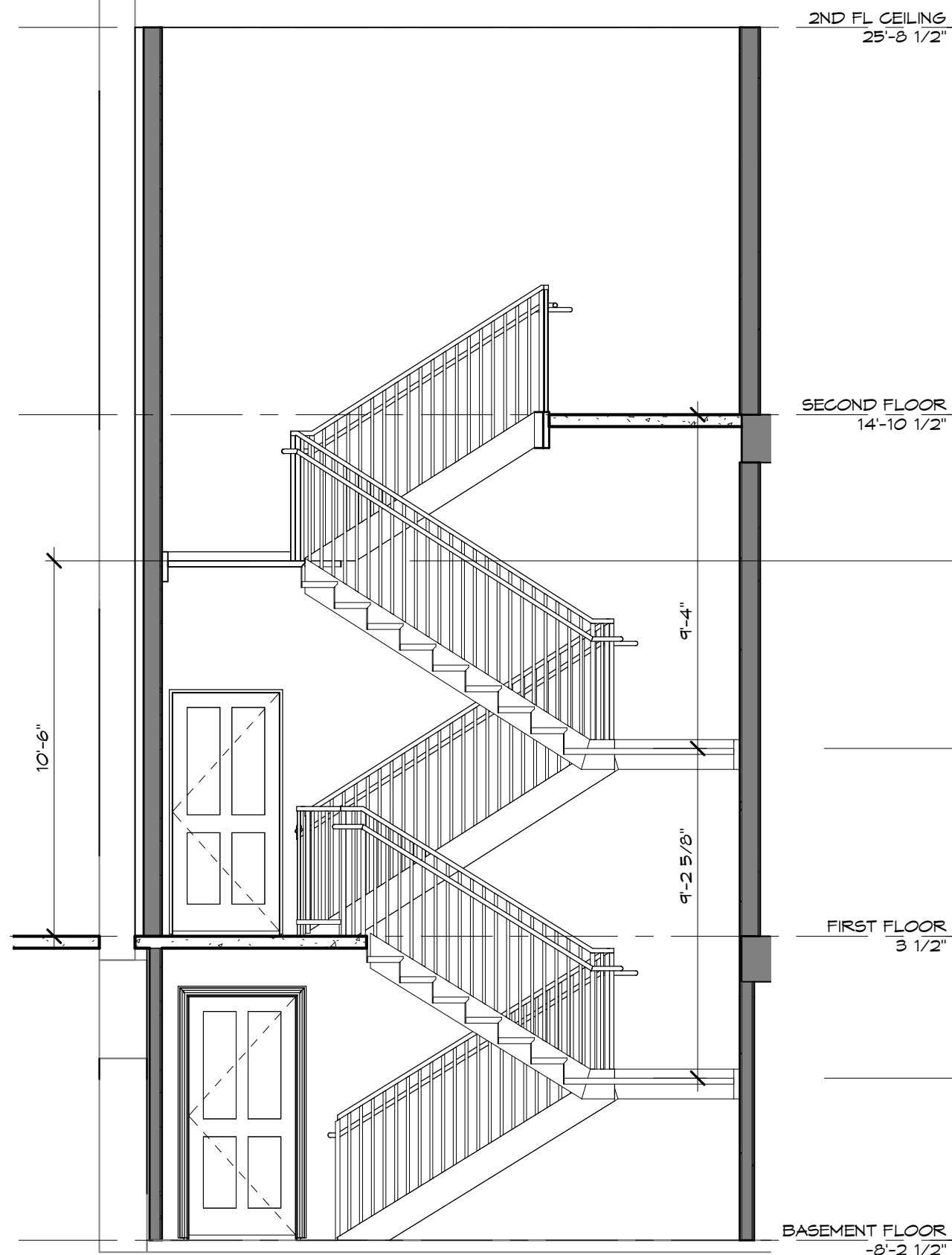


**1 BASEMENT FLOOR PLAN**  
1/8" = 1'-0"

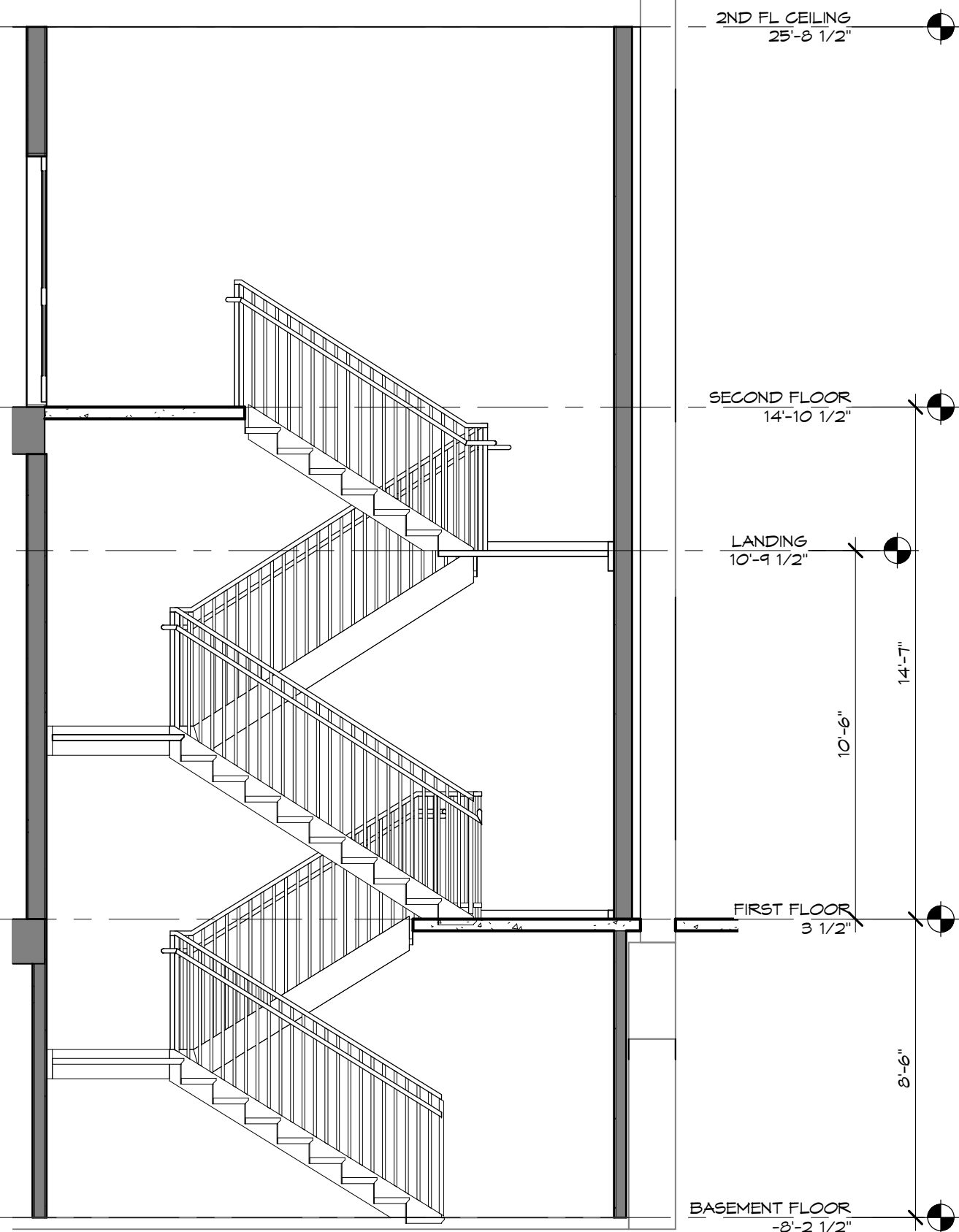
|                    |           |
|--------------------|-----------|
| Issue Date         | 7/19/2018 |
| Drawn by           | PRL       |
| Project number     | 18011     |
| PRELIM DESIGN BSMT |           |
| PR-3               |           |

BUILDING RENOVATION OF 109 E MAIN STREET FOR  
THE CITY OF ST. CHARLES, ILLINOIS  
SCHRAMM CONSTRUCTION CORPORATION  
3520 SWENSON AVE, ST. CHARLES ILLINOIS 60174  
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**1 STAIR SECTION 1**  
1/4" = 1'-0"



**2 STAIR SECTION 2**  
1/4" = 1'-0"

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|  |                                      |   |  |
|--|--------------------------------------|---|--|
|   | <b>AGENDA ITEM EXECUTIVE SUMMARY</b> |   | Agenda Item number: 6.b                |
|  | Title:                               | Presentation Overview of 2018 Water Utility Master Plan |  |
|  | Presenter:                           | Chris Adesso  |  |
| Meeting: Government Services Committee   |                                      | Date: August 27, 2018                                   |  |
| Proposed Cost: N/A   |                                      | Budgeted Amount: N/A                                    | Not Budgeted: <input type="checkbox"/> |
| <b>Executive Summary</b> <i>(if not budgeted please explain):</i><br><br><p>The Environmental Services Division of the Public Works Department as part of its long range utility planning and out year capital expenditure plan had budgeted for a consultant to prepare a comprehensive Water Utility Master Plan document in FY 18/19. This presentation has been prepared to share with the Committee some of the findings and recommendations made in the Master Plan.</p> <p>It is typical for all of the City's Utilities to complete a Master Plan on about a 10 year cycle and the last Master Plan that was completed for the Water Utility was finished in 2007. Since 2007 the Public Works Department has been utilizing the 2007 Master Plan to aid in capital project prioritization and as a guide for management of the utility. In November of 2017, the City Council approved a contract with Trotter &amp; Associates to prepare the 2018 Water Utility Master Plan and since that time City Staff and Trotter &amp; Associates have been working diligently on the new plan.</p> <p>The Master Plan provides a comprehensive evaluation of all the components of the City's Water Utility and is intended to establish priority projects, set management goals and act as a course map for the next decade. Staff will present an update on the status of the Master Plan, an overview of the components that make up the Water Utility Master Plan and what is in store for the future capital improvements and priorities for the system for the next 10 years. Based upon the Committee's feedback on this presentation, staff may develop a more detailed look into elements of the plan for discussion and/or guidance at future meetings or workshops.</p> |                                      |   |  |
| <b>Attachments</b> <i>(please list):</i><br><br><p>None</p>  |                                      |   |  |
| <b>Recommendation/Suggested Action</b> <i>(briefly explain):</i><br><br><p>Staff Seeks the Committee's Feedback</p>  |                                      |   |  |



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: \*6.c

Title:

**Recommendation to Waive the Formal Bid Procedure and Award Proposal for the Eastside Lift Station Fine Screen Rebuild**

Presenter:

Tim Wilson

Meeting: Government Services Committee

Date: August 27, 2018

Proposed Cost: \$40,000

Budgeted Amount: \$62,000

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

The fine screen at the Eastside Lift Station is in need of repair. This screen is critical to the operation as it removes harmful deposits that can clog the wastewater plant pipes or damage pumps. The fine screen is a part of a larger piece of equipment and the replacement cost would be over \$300,000. The department is proposing to extend the life of the equipment and rebuild the fine screen portion of the equipment for a cost of \$40,000.

The fine screen equipment is a specialized piece of equipment with a single source. All the replacement parts and services are provided by the manufacturer, JWC Environmental. As part of the original purchasing agreement for the equipment, the manufacturer is required to provide all parts and labor for a discount of 28%.

The rebuild of the equipment will extend the life of the fine screen. In addition, the City will also receive a one year warranty on the parts and labor associated with this project. Due to the single source of purchase and the labor to install, the department is requesting to waive the formal bid procedure for the fine screen repairs.

The City's final recommendation is to waive the bid requirements and award the purchase order to JWC Environmental to rebuild the fine screen at the Eastside Lift Station.

**Attachments** *(please list):*

\* Bid Waiver Form \* Proposal

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

Recommendation to waive the formal bid procedure and award proposal to JWC Environmental for the fine screen rebuild in the amount of \$40,000.

## REQUEST FOR WAIVING BID PROCEDURE

We request the City Council to waive the bid procedure and accept the quotation (requiring two-thirds City Council vote) submitted by:

*JWC Environmental  
2600 S. Garnsey Street  
Santa Ana, CA 92707*

For the purchase of: *Rebuilt fine screen for the Eastside lift station*

At a cost not to exceed: **\$40,000**

Reason for the request to waive the bid procedure:


*The fine screen at the Eastside Lift Station is in need of repair. This screen is critical to the operation as it removes harmful deposits that can clog the wastewater plant pipes or damage pumps. The fine screen is a part of a larger piece of equipment and the replacement cost would be over \$300,000. The department is proposing to extend the life of the equipment and rebuild the fine screen portion of the equipment for a cost of \$40,000.*

*The fine screen equipment is a specialized piece of equipment with a single source. All the replacement parts and services are provided by the manufacture JWC Environmental. As part of the original purchasing agreement for the equipment, the manufacture is required to provide all parts and labor for a discount of 28%.*


*The rebuild of the equipment will extend the life of the fine screen. In addition, the City will also receive a one year warranty on the parts and labor associated with this project. Due to the single source of purchase and the labor to install, the department is requesting to waive the bid for the fine screen repairs.*

Other Quotations Received: NONE

Date: 08/14/2018

Requested by: Tim Wilson 

Department Director: 

Purchasing Manager: 

**THIS REQUEST FORM MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING COMMITTEE APPROVAL FOR WAIVING OF THE BID PROCEDURE. REQUESTS FORWARDED DIRECTLY TO THE CITY COUNCIL (AND BYPASSING COMMITTEE) MUST BE SIGNED BY ALL PARTIES PRIOR TO REQUESTING CITY COUNCIL APPROVAL. SUCH REQUESTS ARE TO BE OF AN EMERGENCY NATURE WHERE TIME IS OF THE ESSENCE.**



Customer Service Center  
2600 S. Garnsey Street  
Santa Ana, CA 92707 USA  
Phone: 949 833-3888  
Toll Free: 800 331-2277  
Fax: 714 549-4007

**Customer:** 5020884

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

**Quote Number:** 41037  
**Quote Date:** 07/22/2018  
**Terms:** NET 30 DAYS  
**Pricing:** Valid 60 Days  
**FOB:** Origin  
**Lead Time:** 4-6 WEEKS ARO  
**Grinder Serial #:** 106687-1-1

**Project:** EASTSIDE WWTP

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

| Part Number | Description                      | Qty | Unit Price | Extended Price |
|-------------|----------------------------------|-----|------------|----------------|
| MSS-REBUILD | MSS Rebuild Project              | 1   | \$0.00     | \$0.00         |
| 21040       | NUT, NYLOC HEX M8-1.25, 18-8SST  | 300 | \$0.49     | \$148.05       |
| 21041       | FHCS M8-1.25 X 40MM 18-8SST F/T  | 300 | \$1.54     | \$463.05       |
| MFC0014-PE  | SEAL SIDE                        | 146 | \$63.80    | \$9,314.51     |
| MFC0016-PE  | FILL PLATE                       | 74  | \$38.60    | \$2,856.25     |
| MFC0002-SS  | CHAIN GUIDE RADIUS, RIGHT 304SST | 1   | \$1,132.74 | \$1,132.74     |
| MFC0003-SS  | CHAIN GUIDE RADIUS, LEFT 304SST  | 1   | \$1,132.74 | \$1,132.74     |
| 30778       | FHCS 3/8-16 X 2in 18-8SST F/T    | 12  | \$2.98     | \$35.76        |
| MFC0010-PE  | GUIDE, CHAIN STRAIGHT            | 2   | \$130.58   | \$261.16       |
| MFC0009-PE  | CURVED CHAIN GUIDE, 42.5DEG      | 10  | \$83.12    | \$831.18       |



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|                                |  |    |            |            |
|--------------------------------|--|----|------------|------------|
| 50101                          | HHCS 3/8-16 X 2 18-8SST P/T            | 10 | \$1.63     | \$16.28    |
| MFC0260-0001                   | ROTATING BRUSH SEGMENT                 | 8  | \$174.59   | \$1,396.75 |
| MFC0261-0001-BZ                | ROTATORY BRUSH LOCKING COLLAR, BZ      | 2  | \$313.58   | \$627.17   |
| MFC0136-01-106687-01           | BRUSH SEAL, RUBBER FLAP                | 1  | \$540.00   | \$540.00   |
| MFC0136-106687-01              | BRUSH BAR-SEAL                         | 1  | \$898.32   | \$898.32   |
| MSC0011-12063-12.7<br>6-1.438  | GEARBOX, HELICAL-W NORD 1.438B 140TC   | 1  | \$1,441.43 | \$1,441.43 |
| MSC1047-2001                   | BEARING BALL, 4 BOLT FLANGE 1-11/16 SC | 2  | \$273.61   | \$547.22   |
| MSC0011-42125-495.<br>85-2.750 | GEARBOX, HELICAL-W NORD 2.750B 140TC   | 1  | \$4,891.49 | \$4,891.49 |
| MSC1047-3002                   | BEARING BALL, WIDE SLOT 2-15/16in S/C  | 2  | \$833.30   | \$1,666.60 |
| MSC0022-44.45-73.03            | SEAL, LIP 44.45MMX 73.03MM BORE        | 2  | \$20.22    | \$40.45    |
| MFC0026-SS                     | PLATE, LEFT ROTARY BRUSH ADJ, SS       | 1  | \$697.53   | \$697.53   |
| MFC0025-SS                     | PLATE, RIGHT ROTARY BRUSH ADJ, SS      | 1  | \$697.53   | \$697.53   |
| MFC0029                        | GASKET, BRUSH BEARING PLATE            | 2  | \$51.82    | \$103.64   |



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|                        |   |     |               |               |
|------------------------|---|-----|---------------|---------------|
| RL                     | Repair Labor<br>2 service techs to complete the job<br>+ or- 30 hours | 1   | \$10,000.00   | \$10,000.00   |
| SHIPPING &<br>HANDLING | S&H CHARGES   | 1   | \$0.00        | \$0.00        |
| SD-0101                | ANTISEIZE LUBRICANT, 1LB CAN  | 1   | \$0.00        | \$0.00        |
| SD-0100                | DISPOSABLE GLOVES, LARGE  | 2   | \$0.00        | \$0.00        |
| 30010-0550             | 1-1/2HP TEXP 230/460 145TC 1.15 60HZ 3P                               | 2   | \$1,387.90    | \$2,775.80    |
| DISCOUNT               | DISCOUNT 28%  | 1   | (\$15,711.66) | (\$15,711.66) |
| MFC0140-MFS-174        | ROLLER CHAIN STND LINK, 8in PITCH MFS<br>12 strands @ 11 links        | 132 | \$90.96       | \$12,006.72   |
| MFC0141-MFS-174        | ROLLER CHAIN CONNT LINK, 8in PITCH MFS                                | 12  | \$99.11       | \$1,189.32    |

*Please verify serial number is correct.*

|                  |                    |
|------------------|--------------------|
| <b>Sub Total</b> | <b>\$40,000.00</b> |
| <b>Tax</b>       |                    |
| <b>Total</b>     | <b>\$40,000.00</b> |

**Notes:**

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

**Thank-You for your Business!**

**JWC Environmental LLC**  
**TOMMY GOINS**  
**Customer Service**



Customer Service Center  
2600 S. Garnsey Street  
Santa Ana, CA 92707 USA  
Phone: 949 833-3888  
Toll Free: 800 331-2277  
Fax: 714 549-4007

Please provide the following information. Failure to do so may delay processing of order. **Quote #: 41037**

**Bill To Name & Address:**

**Ship To Name & Address:**

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

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

**Payment terms: Net 30    FOB: Origin**

**Please select a shipping method:**

☐ **Prepay & Add to Invoice**

☐ **Collect    Account #:** \_\_\_\_\_

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

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

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

**Fax (714) 549-4007**

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

**Credit cards:**

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

**Call Customer Service at (800) 331-2277 for credit card processing.**

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

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





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2600 S. Garnsey Street  
Santa Ana, CA 92707 USA  
Phone: 949 833-3888  
Toll Free: 800 331-2277  
Fax: 714 549-4007

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

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

### **PAYMENT TERMS**

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

### **DELIVERY**

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

### **PRICES**

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

### **RETURNS**

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

### **LIMITED WARRANTY**

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

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

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

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

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

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

### **CONFIDENTIAL INFORMATION**

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

### **CANCELLATION AND DEFAULT**

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

### **CHANGES IN PRODUCTS**

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

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

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

### **ASSIGNMENT**

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




Customer Service Center  
2600 S. Garnsey Street  
Santa Ana, CA 92707 USA  
Phone: 949 833-3888  
Toll Free: 800 331-2277  
Fax: 714 549-4007

#### **EXCLUSIVE TERMS AND CONDITIONS**

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

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

F360JWCE0107

|   |                                      |   |  |
|---|--------------------------------------|---|--|
|    | <b>AGENDA ITEM EXECUTIVE SUMMARY</b> |   | Agenda Item number: *6.d               |
|   | Title:                               | Recommendation to Approve Phosphorus Removal and Digester Improvements Project Time Extension Change Order No. 3 to IHC |  |
|   | Presenter:                           | Tim Wilson  |  |
| Meeting: Government Services Committee  |                                      | Date: August 27, 2018   |  |
| Proposed Cost: 0  |                                      | Budgeted Amount: \$370,538.47<br>(Loan Contingency)   | Not Budgeted: <input type="checkbox"/> |
| <b>Executive Summary</b> (if not budgeted please explain):<br><br><p>Over the past several months the contractor, IHC, Trotter and Associates Engineering, and City staff has worked closely together to minimize the delayed delivery of the Motor Control Panels (MCC) for the Phosphorus and Digester Improvement Project. The manufacturing of the MCC panels were delayed in Texas because of increased demands and factory damages that occurred as a result of 2017 hurricanes Harvey and Irma. As a result of the manufacturer's delays, the project was faced with a 90 day delay.</p> <p>The team has worked closely to review the scope of work and has made some modifications to the construction schedule to minimize the delay of the project. Due to the nature of the deferral, the contractor is also trying to minimize the impact by agreeing on a final time extension of 56 days.</p> <p>The changes to the construction process will not compromise the project or the services the City receives from the contractor. Instead, the contractor has agreed to proceed with the time extension at no cost and in a timely manner. In addition, Trotter and Associates has also agreed to extend their contract at no additional cost.</p> <p>The City recommends approving the extension to 56 days to IHC at no cost to the City. This joint effort has continued to ensure the City is receiving the most efficient and cost effective value during this construction project.</p> <p>This is an EPA funded loan project; any changes in time require City council approval.</p> |                                      |   |  |
| <b>Attachments</b> (please list):<br><br><p>*Change Order No. 3</p>   |                                      |   |  |
| <b>Recommendation/Suggested Action</b> (briefly explain):<br><br><p>Recommendation to award Change Order No. 3 to IHC in the amount of (\$0) extending the Substantial Completion to April 3, 2019 and Final Completion to May 3, 2019.</p>   |                                      |   |  |

### CHANGE ORDER NO. 3

Date: August 14, 2018 Date of Agreement: September 25, 2017

Project: City of St. Charles  
2017 Phosphorus Removal and Digester Improvements

Job Number: STC-100

|        |  |             |  |
|--------|--|-------------|--|
| Owner: | City of St. Charles<br>2 East Main Street<br>St. Charles, Illinois 60174 | Contractor: | IHC Construction Companies, LLC<br>1500 Executive Drive<br>Elgin, Illinois 60123 |
|--------|--|-------------|--|

The following changes are hereby made to the CONTRACT DOCUMENTS: Work associated with Contract Modification Request (CMR) #40.

Justification: See attached CMR.

|   |                 |
|---|-----------------|
| Original Contract Price                                     | \$13,294,896.00 |
| Amount of Previous Change Order(s)                          | <b>\$584.07</b> |
| Current Contract Price adjusted by Previous Change Order(s) | \$13,295,480.07 |
| Change in Contract Price Due to this Change Order           | <b>\$0.00</b>   |
| Contract Price Including this Change Order                  | \$13,295,480.07 |

|  |     |               |
|--|-----|---------------|
| Original Contract Time                                     | 530 | Calendar Days |
| Previous Changes to Contract Time                          | 0   | Calendar Days |
| Current Contract Time adjusted by Previous Change Order(s) | 530 | Calendar Days |
| Change to Contract Time Due to this Change Order           | 56  | Calendar Days |
| Contract Time Including this Change Order                  | 586 | Calendar Days |

Approvals:

|   |  |
|---|--|
| Requested by:   | Recommended by:  |
| <u>Jerry Ruth, P.E.<br/>Project Engineer<br/>Trotter and Associates, Inc.</u> | <u>Tim Wilson<br/>Environmental Services<br/>Manager<br/>City of St. Charles</u> |

|  |   |
|--|---|
| Ordered by:  | Accepted by:  |
| <u>Hon. Raymond Rogina<br/>Mayor<br/>City of St. Charles</u> | <u>Brian Rausch<br/>Project Manager<br/>IHC Construction Companies,<br/>LLC</u> |

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: \*6.e

Title:

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

Presenter:

Tim Wilson

Meeting: Government Services Committee

Date: August 28, 2017

Proposed Cost: \$165,880

Budgeted Amount: \$170,000

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 2019.

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 WOR West is identified on the attached map and was selected due to the problematic history in the area. This Subbasin is bordered by the following area: IL Rte. 64 to the north, Prairie Street to the south, S. 13<sup>th</sup> Street to the east and Randall Road to the west.

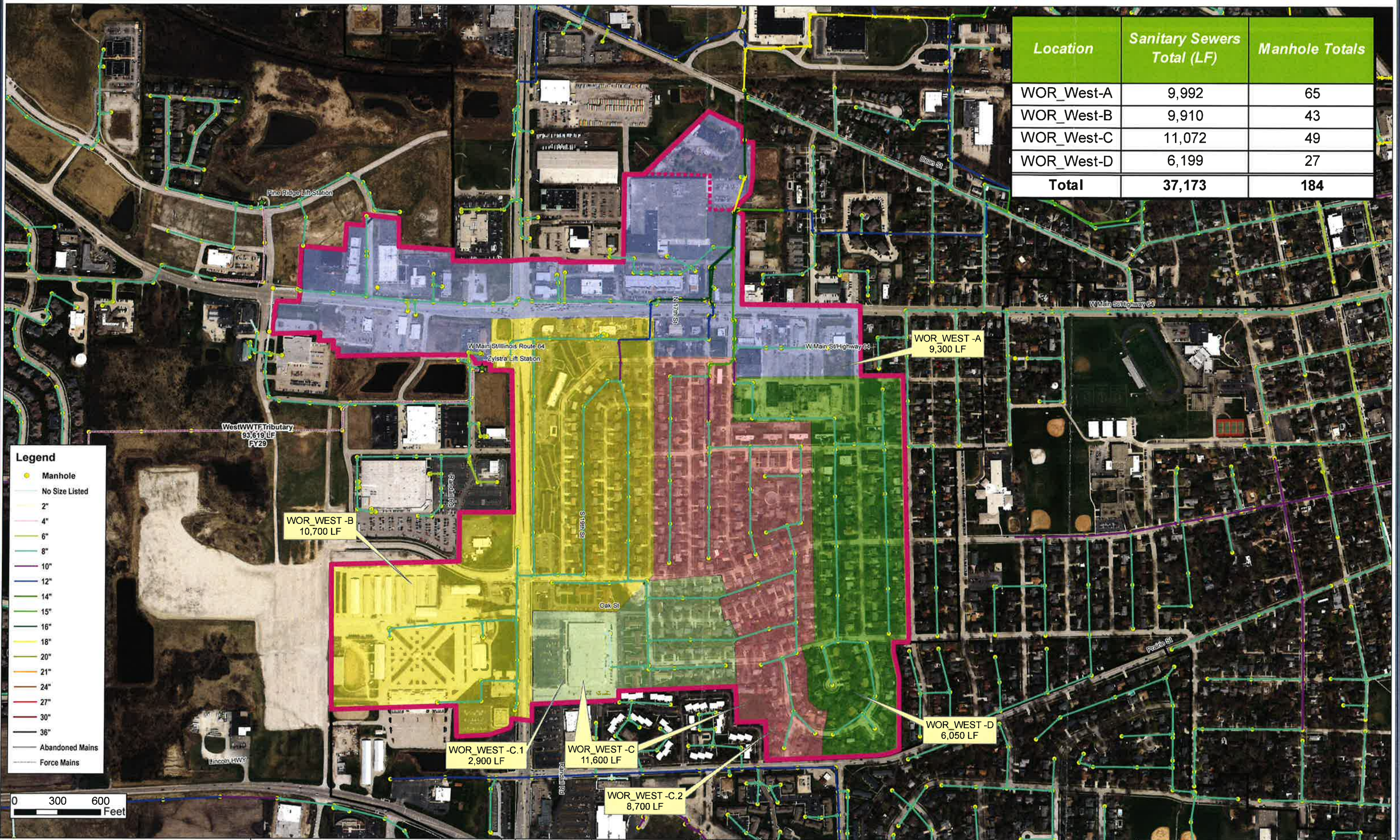
**Attachments** *(please list):*

\* Subbasin WOR West Area Map \* Subbasin WOR West Phase 2 Agreement

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

Recommendation to award CMOM Phase II Sewer System Evaluation Survey of Subbasin WOR West to Engineering Enterprises Inc. for the amount of \$165,880.





| Location   | Sanitary Sewers<br>Total (LF) | Manhole Totals |
|------------|-------------------------------|----------------|
| WOR_West-A | 9,992                         | 65             |
| WOR_West-B | 9,910                         | 43             |
| WOR_West-C | 11,072                        | 49             |
| WOR_West-D | 6,199                         | 27             |
| Total      | 37,173                        | 184            |

- Legend**
- Manhole
  - No Size Listed
  - 2"
  - 4"
  - 6"
  - 8"
  - 10"
  - 12"
  - 14"
  - 15"
  - 16"
  - 18"
  - 20"
  - 21"
  - 24"
  - 27"
  - 30"
  - 36"
  - Abandoned Mains
  - Force Mains

0 300 600 Feet

**Engineering Enterprises, Inc.**  
52 Wheeler Road  
Sugar Grove, Illinois 60554  
(630) 466-6700  
www.eerweb.com

**City of St. Charles**  
2 East Main Street  
St. Charles, IL 60174  
(630) 377-4400

DATE: 7/13/2018  
PROJECT NO.: SR1803  
BY: MJT  
PATH: H:\GIS\Public\St Charles\2018\SR1803\Exhibit 1.mxd  
FILE: Exhibit 1

**I&I Reduction Program**

**Exhibit 1**  
**Basin WOR\_West**  
**SSES Plan**







*Engineering Enterprises, Inc.*

July 16, 2018

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

**Re: *Basin WOR\_WEST 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 WOR\_WEST 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 WOR\_WEST during the spring/early summer of 2017. 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 30,974 LF of sanitary sewer and Level-2 Manhole Assessment and Certification Program (MACP) inspections for an estimated 157 manholes within Subbasins WOR\_WEST-A, WOR\_WEST-B and WOR\_WEST-C. 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. In addition to smoke testing and manhole inspections, the purpose primarily being to locate rainfall derived infiltration and inflow (RDII), our contract also includes televising an estimated total of 27,181 LF of sanitary sewer and reviewing sanitary sewer televising videos within Subbasins WOR\_WEST-B, WOR\_WEST-C and WOR\_WEST-D. The purpose of reviewing the televising videos is to locate sources of constant excessive infiltration within the subbasins.

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

Mr. Tim Wilson  
July 16, 2018  
Page 2

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, offers a call center for resident questions as part of their smoke testing services.

Assuming agreement approval will be obtained by early August, we propose to conduct the project initiation meeting in mid-August. We are proposing to conduct the smoke testing and manhole inspections in September and October, respectively. The review of the televised data will be completed after the field work. 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 the draft report, answer questions while the City reviews the draft report and then finalize the report by the fourth week of February 2019.

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/kep

Enclosures

pc: Mike Burnett – Wastewater Division Manager (Via E-mail)  
Dave Todd – Environmental Services Assistant Division Manager (Via E-mail)  
PGW, STD, DMT, KEP – EEI (Via E-mail)

**AGREEMENT FOR CONSULTING ENGINEERING SERVICES FOR  
BASIN WORK WEST SSES**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 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 set forth herein a fixed fee amount of \$165,880.
4. Term: The term of this Agreement shall be active through April 30, 2019 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 WOR\_WEST 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 WOR\_WEST was determined to be the second basin to initiate the three phase IIRP process. Phase 1 Flow Monitoring was completed in the WOR\_WEST basin (see attached Exhibit 1 depicting the location and subbasins within WOR\_WEST) during the spring/early summer of 2017. The flow monitoring outlined various inflow and infiltration issues within Basin WOR\_WEST. Subbasins WOR\_WEST-A, WOR\_WEST-B and WOR\_WEST-C exhibit signs of excessive rainfall derived infiltration and inflow (RDII) and Subbasins WOR\_WEST-B, WOR\_WEST-C and WOR\_WEST-D 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 WOR\_WEST SSES work includes dual blower smoke testing and level-2 manhole inspections for an estimated 30,974 LF of mains and an estimated 157 manholes in Subbasins WOR\_WEST-A, WOR\_WEST-B and WOR\_WEST-C. The smoke testing and manhole inspections will be conducted to locate sources of RDII. The SSES work also includes televising an estimated 27,181 LF of mains and the review of the televising data for Subbasins WOR\_WEST-B, WOR\_WEST-C and WOR\_WEST-D. The review of televising data will be to identify and document sources of infiltration which can be used to prioritize rehabilitation efforts.

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, 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, as well as the video documentation footage, 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)

**FLOW MONITORING:**

- 1.1 SSES Advance Communication With Subbasin Residents & Online
- 1.2 Conduct Smoke Testing Within Subbasins A, B & C
- 1.3 Conduct Level 2 Manhole Inspections Within Subbasins A, B & C
- 1.4 Conduct Nighttime Flow Isolation Within Subbasins B, C & D
- 1.5 Conduct Main Televising Within Subbasins B, C & D
- 1.6 Review Televising Videos Within Subbasins B, C & D
- 1.7 Analyze Field Work
- 1.8 Conduct Financial Analysis For Sewer Rehabilitation
- 1.9 City Council Presentation

**REPORT:**

- 2.1 Prepare SSES Summary Report
- 2.2 City Draft Report Review
- 2.3 Finalize 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 WOR\_WEST PHASE 2 (SEWER SYSTEM EVALUATION SURVEY - SSES) ANALYSIS**  
INFLOW AND INFILTRATION REDUCTION PROGRAM  
CITY OF ST. CHARLES, KANE AND DUPAGE COS., IL

| WORK<br>ITEM<br>NO. | WORK ITEM  | ENTITY: | PROJECT ROLE: | PRINCIPAL | SENIOR<br>PROJECT<br>MANAGER | PROJECT<br>ENGINEER | SENIOR<br>PROJECT<br>TECHN. I | PROJECT<br>TECHN. | SENIOR<br>PROJECT<br>SURVEYOR I | SURVEYING<br>INTERIM | ADMIN. | SUB-<br>CONSULTANT | WORK<br>ITEM<br>HOUR<br>SUMM. | COST<br>PER<br>ITEM |
|---------------------|--|---------|---------------|-----------|------------------------------|---------------------|-------------------------------|-------------------|---------------------------------|----------------------|--------|--------------------|-------------------------------|---------------------|
| 0.1                 | Project Administration                                   |         |               | 1         | 4                            |                     |                               |                   |                                 |                      |        |                    |                               |                     |
| 0.2                 | Project Initiation & Progress Meeting (2 Meetings Total) |         |               | 6         | 8                            | 8                   |                               |                   |                                 |                      | 1      |                    | 23                            | \$961               |
|                     | <b>Project Facilitation Subtotal:</b>                    |         |               | 7         | 12                           | 8                   |                               |                   |                                 |                      | 1      |                    | 28                            | \$4,847             |

| WORK<br>ITEM<br>NO. | WORK ITEM   | ENTITY: | PROJECT ROLE: | PRINCIPAL | SENIOR<br>PROJECT<br>MANAGER | PROJECT<br>ENGINEER | SENIOR<br>PROJECT<br>TECHN. I | PROJECT<br>TECHN. | SENIOR<br>PROJECT<br>SURVEYOR I | SURVEYING<br>INTERIM | ADMIN. | SUB-<br>CONSULTANT | WORK<br>ITEM<br>HOUR<br>SUMM. | COST<br>PER<br>ITEM |
|---------------------|---|---------|---------------|-----------|------------------------------|---------------------|-------------------------------|-------------------|---------------------------------|----------------------|--------|--------------------|-------------------------------|---------------------|
| 1.1                 | SSES Advance Communication With Subbasin Residents & Online   |         |               | 1         | 4                            | 8                   |                               |                   |                                 |                      |        |                    | 13                            | \$2,057             |
| 1.2                 | Conduct Smoke Testing Within Subbasins A, B & C               |         |               |           |                              | 8                   |                               |                   |                                 |                      |        | \$20,415           | 8                             | \$21,511            |
| 1.3                 | Conduct Level 2 Manhole Inspections Within Subbasins A, B & C |         |               |           |                              | 4                   |                               |                   |                                 |                      |        | \$20,625           | 4                             | \$21,173            |
| 1.4                 | Conduct Nighttime Flow Isolation Within Subbasins B, C & D    |         |               |           |                              | 1                   |                               |                   |                                 |                      |        | \$15,800           | 1                             | \$15,937            |
| 1.5                 | Conduct Main Televising Within Subbasins B, C & D             |         |               |           |                              | 1                   |                               |                   |                                 |                      |        | \$70,671           | 1                             | \$70,808            |
| 1.6                 | Review Televising Videos Within Subbasins B, C & D            |         |               | 2         | 2                            | 36                  |                               |                   |                                 |                      |        |                    | 40                            | \$5,708             |
| 1.7                 | Analyze Field Work  |         |               | 2         | 2                            | 22                  |                               |                   |                                 |                      |        |                    | 26                            | \$3,790             |
| 1.8                 | Conduct Financial Analysis For Sewer Rehabilitation           |         |               | 2         | 2                            | 16                  |                               |                   |                                 |                      |        |                    | 20                            | \$2,968             |
| 1.9                 | City Council Presentation                                     |         |               | 6         | 2                            | 2                   |                               |                   |                                 |                      |        |                    | 10                            | \$1,838             |
|                     | <b>SSES Field Work and Analysis Subtotal:</b>                 |         |               | 13        | 12                           | 98                  |                               |                   |                                 |                      |        | \$127,511          | 123                           | \$145,730           |

| REPORT | WORK<br>ITEM<br>NO.         | WORK ITEM | ENTITY: | PROJECT ROLE: | PRINCIPAL | SENIOR<br>PROJECT<br>MANAGER | PROJECT<br>ENGINEER | SENIOR<br>PROJECT<br>TECHN. I | PROJECT<br>TECHN. | SENIOR<br>PROJECT<br>SURVEYOR I | SURVEYING<br>INTERIM | ADMIN. | SUB-<br>CONSULTANT | WORK<br>ITEM<br>HOUR<br>SUMM. | COST<br>PER<br>ITEM |
|--------|-----------------------------|-----------|---------|---------------|-----------|------------------------------|---------------------|-------------------------------|-------------------|---------------------------------|----------------------|--------|--------------------|-------------------------------|---------------------|
| 2.1    | Prepare SSES Summary Report |           |         | 1             | 8         | 60                           |                     | 16                            |                   |                                 |                      |        |                    | 87                            | \$12,299            |
| 2.2    | City Draft Report Review    |           |         | 1             | 2         |                              |                     |                               |                   |                                 |                      |        |                    | 3                             | \$579               |
| 2.3    | Finalize Report             |           |         | 1             | 4         | 8                            |                     |                               |                   |                                 |                      |        |                    | 15                            | \$2,217             |
|        | <b>Report Subtotal:</b>     |           |         | 3             | 14        | 68                           |                     | 16                            |                   |                                 |                      |        |                    | 105                           | \$15,095            |
|        | <b>PROJECT TOTAL:</b>       |           |         | 23            | 38        | 174                          |                     | 16                            |                   |                                 |                      |        | \$127,511          | 256                           | \$165,732           |

Notes:  
Assumes 1 Man Field Crew with RTS or GPS

| DIRECT EXPENSES          |              |
|--------------------------|--------------|
| Mileage =                | \$50         |
| Printing =               | \$100        |
|                          |              |
|                          |              |
| <b>DIRECT EXPENSES =</b> | <b>\$150</b> |

| LABOR EXPENSES                |                  |
|-------------------------------|------------------|
| Engineering Expenses =        | \$35,627         |
| Drafting Expenses =           | \$2,192          |
| Surveying Expenses =          | \$0              |
| Administrative Expenses =     | \$400            |
| Subconsultant Expenses =      | \$127,511        |
| <b>TOTAL LABOR EXPENSES =</b> | <b>\$165,730</b> |






|                               |                  |
|-------------------------------|------------------|
| <b>TOTAL CONTRACT COSTS =</b> | <b>\$165,880</b> |
|-------------------------------|------------------|

Attachment C:  
SCHEDULE

BASIN WOR\_WEST PHASE 2 (SEWER SYSTEM EVALUATION SURVEY - SSES) ANALYSIS  
INFLOW AND INFILTRATION REDUCTION PROGRAM  
CITY OF ST. CHARLES, KANE AND DUPAGE COS., IL

| WORK<br>ITEM<br>NO.   | WORK ITEM | Year:  |                | 2018 |   |    |    |        |   |    |    |           |   |    |    | 2019    |   |   |    |          |    |   |    |          |    |   |   |         |    |    |   |          |    |    |   |       |    |    |    |       |  |  |  |
|---|-----------|--------|----------------|------|---|----|----|--------|---|----|----|-----------|---|----|----|---------|---|---|----|----------|----|---|----|----------|----|---|---|---------|----|----|---|----------|----|----|---|-------|----|----|----|-------|--|--|--|
|   |           | Month: | Week Starting: | July |   |    |    | August |   |    |    | September |   |    |    | October |   |   |    | November |    |   |    | December |    |   |   | January |    |    |   | February |    |    |   | March |    |    |    | April |  |  |  |
|   |           |        |                |      |   |    |    |        |   |    |    |           |   |    |    |         |   |   |    |          |    |   |    |          |    |   |   |         |    |    |   |          |    |    |   |       |    |    |    |       |  |  |  |
|   |           |        |                | 2    | 9 | 16 | 23 | 30     | 6 | 13 | 20 | 27        | 3 | 10 | 17 | 24      | 1 | 8 | 15 | 22       | 29 | 5 | 12 | 19       | 26 | 1 | 8 | 15      | 22 | 29 | 5 | 12       | 19 | 26 | 1 | 8     | 15 | 22 | 29 |       |  |  |  |
| PROJECT FACILITATION & MEETINGS                                   |           |        |                |      |   |    |    |        |   |    |    |           |   |    |    |         |   |   |    |          |    |   |    |          |    |   |   |         |    |    |   |          |    |    |   |       |    |    |    |       |  |  |  |
| 0.1 Project Administration  |           |        |                |      |   |    |    |        |   |    |    |           |   |    |    |         |   |   |    |          |    |   |    |          |    |   |   |         |    |    |   |          |    |    |   |       |    |    |    |       |  |  |  |
| 0.2 Project Initiation & Progress Meeting (2 Total Meetings)      |           |        |                |      |   |    |    |        |   |    |    |           |   |    |    |         |   |   |    |          |    |   |    |          |    |   |   |         |    |    |   |          |    |    |   |       |    |    |    |       |  |  |  |
| SEWER SYSTEM EVALUATION (SSES) FIELD WORK AND ANALYSIS            |           |        |                |      |   |    |    |        |   |    |    |           |   |    |    |         |   |   |    |          |    |   |    |          |    |   |   |         |    |    |   |          |    |    |   |       |    |    |    |       |  |  |  |
| 1.1 SSES Advance Communication With Subbasin Residents & Online   |           |        |                |      |   |    |    |        |   |    |    |           |   |    |    |         |   |   |    |          |    |   |    |          |    |   |   |         |    |    |   |          |    |    |   |       |    |    |    |       |  |  |  |
| 1.2 Conduct Smoke Testing Within Subbasins A, B & C               |           |        |                |      |   |    |    |        |   |    |    |           |   |    |    |         |   |   |    |          |    |   |    |          |    |   |   |         |    |    |   |          |    |    |   |       |    |    |    |       |  |  |  |
| 1.3 Conduct Level 2 Manhole Inspections Within Subbasins A, B & C |           |        |                |      |   |    |    |        |   |    |    |           |   |    |    |         |   |   |    |          |    |   |    |          |    |   |   |         |    |    |   |          |    |    |   |       |    |    |    |       |  |  |  |
| 1.4 Conduct Nighttime Flow Isolation Within Subbasins B, C & D    |           |        |                |      |   |    |    |        |   |    |    |           |   |    |    |         |   |   |    |          |    |   |    |          |    |   |   |         |    |    |   |          |    |    |   |       |    |    |    |       |  |  |  |
| 1.5 Conduct Main Televising Within Subbasins B, C & D             |           |        |                |      |   |    |    |        |   |    |    |           |   |    |    |         |   |   |    |          |    |   |    |          |    |   |   |         |    |    |   |          |    |    |   |       |    |    |    |       |  |  |  |
| 1.6 Review Televising Videos Within Subbasins B, C & D            |           |        |                |      |   |    |    |        |   |    |    |           |   |    |    |         |   |   |    |          |    |   |    |          |    |   |   |         |    |    |   |          |    |    |   |       |    |    |    |       |  |  |  |
| 1.7 Analyze Field Work  |           |        |                |      |   |    |    |        |   |    |    |           |   |    |    |         |   |   |    |          |    |   |    |          |    |   |   |         |    |    |   |          |    |    |   |       |    |    |    |       |  |  |  |
| 1.8 Conduct Financial Analysis For Sewer Rehabilitation           |           |        |                |      |   |    |    |        |   |    |    |           |   |    |    |         |   |   |    |          |    |   |    |          |    |   |   |         |    |    |   |          |    |    |   |       |    |    |    |       |  |  |  |
| 1.9 City Council Presentation                                     |           |        |                |      |   |    |    |        |   |    |    |           |   |    |    |         |   |   |    |          |    |   |    |          |    |   |   |         |    |    |   |          |    |    |   |       |    |    |    |       |  |  |  |
| REPORT  |           |        |                |      |   |    |    |        |   |    |    |           |   |    |    |         |   |   |    |          |    |   |    |          |    |   |   |         |    |    |   |          |    |    |   |       |    |    |    |       |  |  |  |
| 2.1 Prepare SSES Summary Report                                   |           |        |                |      |   |    |    |        |   |    |    |           |   |    |    |         |   |   |    |          |    |   |    |          |    |   |   |         |    |    |   |          |    |    |   |       |    |    |    |       |  |  |  |
| 2.2 City Draft Report Review                                      |           |        |                |      |   |    |    |        |   |    |    |           |   |    |    |         |   |   |    |          |    |   |    |          |    |   |   |         |    |    |   |          |    |    |   |       |    |    |    |       |  |  |  |
| 2.3 Finalize Report   |           |        |                |      |   |    |    |        |   |    |    |           |   |    |    |         |   |   |    |          |    |   |    |          |    |   |   |         |    |    |   |          |    |    |   |       |    |    |    |       |  |  |  |

G:\Public\St. Charles\2018\SR1803 WOR West Phase 2 SSES\Project Management\PSA\SR1803 Attachment C - Schedule.dwg\AI 2017 Work Items

| Legend  |                                     |
|---|-------------------------------------|
|  | Project Administration Work Item(s) |
|  | Meeting(s) & Field Visits           |
|  | Field & Analysis Work               |
|  | Report Development                  |
|  | City Review                         |



## 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)<br>\$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.f

Title:

Recommendation to Award Bid for Sanitary Sewer and Storm Sewer Lining Program

Presenter:

Tim Wilson

Meeting: Government Services Committee

Date: August 27, 2018

Proposed Cost: \$705,000

Budgeted Amount: \$715,000

Not Budgeted: ☐

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

The Sanitary Sewer Lining Program is an ongoing program to decrease the amount of inflow and infiltration. This program also repairs points of service within the sanitary system. The Storm Sewer Lining Program maintains the structural integrity and ensures maximum flow of the storm water system.

For bidding this year, the City teamed up with the Cities of Geneva and Batavia. This is the third year of the combined bidding. This ongoing program has a success in saving all three communities administrative costs while receiving competitive pricing.

The bid opening was conducted on July 2nd, 2018 and three companies bid on the project.

Hoerr Construction - \$1,450,634.50

Insituform Technologies - \$1,505,660.89

Visu-Sewer - \$1,633,063.30

The low bidder was Hoerr Construction. The City of St. Charles portion of the project are as follows:

|                 | Budget Amount    | Low Bid Amount      | Award Amount     |
|-----------------|------------------|---------------------|------------------|
| Sanitary sewer: | \$575,000        | \$726,480.70        | \$575,000        |
| Storm sewer:    | <u>\$140,000</u> | <u>\$130,000.00</u> | <u>\$130,000</u> |
| Total:          | \$715,000        | \$856,480.70        | \$705,000        |

### **Attachments** (please list):

\* Bid Tabulation \* Hoerr Bid

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

Recommendation to award bid to Hoerr Construction for sanitary and storm sewer lining in an amount of \$705,000.

CITY OF GENEVA, ST. CHARLES, AND BATAVIA ILLINOIS  
2018 SANITARY AND STORM SEWER LINING  
BID OPENING MONDAY, JULY 2, 2018 10:00am  
City Hall 22 South First Street Geneva, IL  
BID TABULATION

|           |   |        | Location/Quantity |        |         |       | Engineer's Estimate |              | Hoerr Construction<br>1416 County Rd 200N<br>Goodfield, IL 61742 |              | Insituform Technologies<br>17988 Edison Ave<br>Chesterfield, MO 63005 |              | Visu-Sewer of Illinois, LLC<br>9014 S Thomas Ave<br>Bridgeview, IL 60455 |              | Price Breakdown Per Location<br>(2018 bid pricing Hoerr Construction<br>Company) |              |              |
|-----------|---|--------|-------------------|--------|---------|-------|---------------------|--------------|--|--------------|---|--------------|--|--------------|--|--------------|--------------|
| Item      | Description   | Units  | St Charles        | Geneva | Batavia | Total | Unit Price          | Total Price  | Unit Price   | Total Price  | Unit Price  | Total Price  | Unit Price   | Total Price  | St Charles   | Geneva       | Batavia      |
| 1         | Televise, Clean & Line<br>6 inch Cured in Place Pipe Lining - Sanitary  | LF     | 376               | 920    | 1098    | 2394  | \$42.00             | \$100,548.00 | \$32.00  | \$76,608.00  | \$37.86   | \$90,636.84  | \$54.00  | \$129,276.00 | \$12,032.00  | \$29,440.00  | \$35,136.00  |
| 2         | Televise, Clean & Line<br>8 inch Cured in Place Pipe Lining - Sanitary  | LF     | 11161             | 6380   | 1864    | 19405 | \$30.00             | \$582,150.00 | \$28.20  | \$547,221.00 | \$28.49   | \$552,848.45 | \$27.00  | \$523,935.00 | \$314,740.20   | \$179,916.00 | \$52,564.80  |
| 3         | Televise, Clean & Line<br>10 inch Cured in Place Pipe Lining - Sanitary | LF     | 391               |        | 216     | 607   | \$35.00             | \$21,245.00  | \$40.00  | \$24,280.00  | \$36.34   | \$22,058.38  | \$46.50  | \$28,225.50  | \$15,640.00  | \$0.00       | \$8,640.00   |
| 4         | Televise, Clean & Line<br>12 inch Cured in Place Pipe Lining - Sanitary | LF     | 5521              | 1545   | 1393    | 8459  | \$50.00             | \$422,950.00 | \$31.50  | \$266,458.50 | \$39.36   | \$332,946.24 | \$46.20  | \$390,805.80 | \$173,911.50   | \$48,667.50  | \$43,879.50  |
| 5         | Televise, Clean & Line<br>15 inch Cured in Place Pipe Lining - Sanitary | LF     | 907               | 250    |         | 1157  | \$55.00             | \$63,635.00  | \$51.00  | \$59,007.00  | \$46.98   | \$54,355.86  | \$63.00  | \$72,891.00  | \$46,257.00  | \$12,750.00  | \$0.00       |
| 8         | Internal Service Lateral Reinstatements                                 | EA     | 315               | 128    | 42      | 485   | \$100.00            | \$48,500.00  | \$80.00  | \$38,800.00  | \$152.82  | \$74,117.70  | \$150.00   | \$72,750.00  | \$25,200.00  | \$10,240.00  | \$3,360.00   |
| 9         | Protruding Tap Removal (As Required)                                    | EA     | 0                 | 6      | 2       | 8     | \$400.00            | \$3,200.00   | \$300.00   | \$2,400.00   | \$423.10  | \$3,384.80   | \$400.00   | \$3,200.00   | \$0.00   | \$1,800.00   | \$600.00     |
| 10        | Test and Seal Lateral Service Conections, 36" Length                    | EA     | 315               | 103    | 42      | 460   | \$500.00            | \$230,000.00 | \$440.00   | \$202,400.00 | \$412.60  | \$189,796.00 | \$460.00   | \$211,600.00 | \$138,600.00   | \$45,320.00  | \$18,480.00  |
| 11        | Chemical Grout  | GAL    | 5                 | 5      | 5       | 15    | \$25.00             | \$375.00     | \$20.00  | \$300.00     | \$15.90   | \$238.50     | \$375.00   | \$5,625.00   | \$100.00   | \$100.00     | \$100.00     |
| 12        | Televise, Clean & Line<br>12 inch Cured in Place Pipe Lining - Storm    | LF     | 532               |        | 914     | 1446  | \$62.59             | \$90,509.62  | \$60.00  | \$86,760.00  | \$44.77   | \$64,737.42  | \$57.50  | \$83,145.00  | \$31,920.00  | \$0.00       | \$54,840.00  |
| 13        | Televise, Clean & Line<br>15 inch Cured in Place Pipe Lining - Storm    | LF     | 470               |        | 190     | 660   | \$75.00             | \$49,500.00  | \$88.00  | \$58,080.00  | \$77.45   | \$51,117.00  | \$64.00  | \$42,240.00  | \$41,360.00  | \$0.00       | \$16,720.00  |
| 14        | Televise, Clean & Line<br>21 inch Cured in Place Pipe Lining - Storm    | LF     | 610               |        | 0       | 610   | \$85.93             | \$52,419.07  | \$72.00  | \$43,920.00  | \$64.17   | \$39,143.70  | \$77.00  | \$46,970.00  | \$43,920.00  | \$0.00       | \$0.00       |
| 15        | Traffic Control - Batavia   | LS     |                   |        |         | 1     | \$7,000.00          | \$7,000.00   | \$14,000.00  | \$14,000.00  | \$7,500.00  | \$7,500.00   | \$5,000.00   | \$5,000.00   | \$0.00   | \$0.00       | \$14,000.00  |
| 16        | Traffic Control - Geneva  | LS     |                   |        |         | 1     | \$7,000.00          | \$7,000.00   | \$8,000.00   | \$8,000.00   | \$7,500.00  | \$7,500.00   | \$2,500.00   | \$2,500.00   | \$0.00   | \$8,000.00   | \$0.00       |
| 17        | Traffic Control - St Charles  | LS     |                   |        |         | 1     | \$7,000.00          | \$7,000.00   | \$8,000.00   | \$8,000.00   | \$1,000.00  | \$1,000.00   | \$3,200.00   | \$3,200.00   | \$8,000.00   | \$0.00       | \$0.00       |
| 18        | Heavy Cleaning (As Required)  | Per Hr |                   |        |         | 30    | \$400.00            | \$12,000.00  | \$480.00   | \$14,400.00  | \$476.00  | \$14,280.00  | \$390.00   | \$11,700.00  | \$4,800.00   | \$4,800.00   | \$4,800.00   |
| TOTAL BID |   |        |                   |        |         |       | \$1,698,031.69      |              | \$1,450,634.50   |              | \$1,505,660.89  |              | \$1,633,063.30   |              | \$856,480.70   | \$341,033.50 | \$253,120.30 |

**BIDDING REQUIREMENTS, CONTRACT FORMS,  
CONTRACT CONDITIONS AND SPECIFICATIONS FOR**

**CITY OF GENEVA, ILLINOIS  
CITY OF ST. CHARLES, ILLINOIS  
CITY OF BATAVIA, ILLINOIS**

**2018 SANITARY SEWER LINING PROJECT**

**June 2018**



**PROJECT SPECIFICATIONS  
2018 SEWER LINING PROJECT**

**DIVISION 0 - DOCUMENTS**

|       |                               |
|-------|-------------------------------|
| 00030 | ADVERTISEMENT FOR BIDS        |
| 00050 | BIDDER CERTIFICATION          |
| 00100 | INSTRUCTIONS TO BIDDERS       |
| 00300 | PROPOSAL                      |
| 00500 | AGREEMENT                     |
| 00510 | NOTICE OF AWARD               |
| 00520 | NOTICE TO PROCEED             |
| 00530 | CHANGE ORDER                  |
| 00610 | CONSTRUCTION PERFORMANCE BOND |
| 00620 | CONSTRUCTION PAYMENT BOND     |
| 00630 | INSURANCE                     |
| 00700 | GENERAL CONDITIONS            |
| 00800 | SUPPLEMENTARY CONDITIONS      |
| 00825 | FEDERAL WAGE RATES            |

**DIVISION 1 - GENERAL REQUIREMENTS**

|       |                                   |
|-------|-----------------------------------|
| 01100 | SUMMARY                           |
| 01200 | PRICE AND PAYMENT PROCEDURES      |
| 01300 | ADMINISTRATIVE REQUIREMENTS       |
| 01330 | SUBMITTAL PROCEDURES              |
| 01400 | QUALITY REQUIREMENTS              |
| 01500 | TEMPORARY FACILITIES AND CONTROLS |
| 01570 | TRAFFIC CONTROL AND PROTECTION    |
| 01600 | PRODUCT REQUIREMENTS              |
| 01700 | EXECUTION REQUIREMENTS            |
| 01800 | MUNICIPAL CONTACTS                |

**DIVISION 13 – SPECIAL CONSTRUCTION**

|       |                                      |
|-------|--------------------------------------|
| 13514 | REHABILITATION OF UNDERGROUND SEWERS |
|-------|--------------------------------------|

**DIVISION 0**

**CONTRACT DOCUMENTS**

## SECTION 00030

### ADVERTISEMENT FOR BIDS

#### PART 1 GENERAL

##### 1.1 Receipt of Bids

- A. Sealed proposals submitted in triplicate in a sealed envelope with the words **"2018 Sanitary and Storm Sewer Lining – C.I.P.P"** will be received by the City of Geneva, Illinois until 10:00 A.M. Monday, June 18, 2018 at the office of the City Administrator, 22 South First Street, Geneva, IL 60134, at which time they will be publicly opened and read aloud.
- B. Bidders will be required to comply with the President's Executive Order No. 11246, as amended. The requirements for bidders and contractors under this order are explained in 41 CFR 60-4.
- C. **The work shall be completed in three communities that have jointly bid this project: The City of Geneva, the City of St. Charles, and the City of Batavia. Partial bids will not be accepted.**

##### 1.2 Work Description

- A. The proposed improvement consists primarily of the following:
  - 1. Traffic Control and Protection.
  - 2. Pre and Post Lining TV Inspection.
  - 3. Sanitary Sewer Cleaning and Heavy Cleaning.
  - 4. Sanitary Sewer Lining
  - 5. Grouting of Service Laterals
  - 6. Storm Sewer Lining

##### 1.3 Document Inspection & Procurements

- A. The Contract Documents may be viewed on the City of Geneva Web Site, [www.geneva.il.us](http://www.geneva.il.us) or picked up at the following location.  
City of Geneva Public Works  
1800 South Street  
Geneva, IL 60134  
630-232-1551

##### 1.4 Bonds

- A. Each bid shall be accompanied by a bid bond payable to the order of the City of Geneva, Illinois, in an amount not less than ten (10) percent of the amount of the bid, as a guaranty that the bidder will execute the contract, if it is awarded, in conformity with the bid form. **Partial bids will not be accepted. Bid bond will not be released until all three individual contracts (Geneva, Batavia, St. Charles) are signed.**
- B. The successful bidder will be required to furnish Performance and Payment Bonds for each of the three (3) communities on forms provided in the Specifications and Contract Documents, each in an amount equal to 100 percent of the contract price.

## 1.5 Wage Rates

- A. To the extent as required by law, contractors shall comply with the Illinois Prevailing Wage Act, 820 ILCS 130/.01 (the "Act") and the current City of St. Charles, Geneva, and Batavia Ordinance with rates to be paid, in effect at the time work is performed in the County where the work is performed. The successful bidder is responsible for posting and issuing current rates to its employees and subcontractors. Current rates are available through the Illinois Department of Labor's website at <http://labor.illinois.labor.gov/>.

The successful bidder and each subcontractor shall submit monthly, in person, by mail, or electronically, a certified payroll to the City of St. Charles, Geneva, and Batavia. The certified payroll shall consist of records of all laborers, mechanics, and other workers employed by them on the project. The records shall include each worker's name, address, telephone number (when available), the last four digits of the worker's social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day. The certified payroll shall be accompanied by a statement signed by the bidder or subcontractor which avers that:

Such records are true and accurate;

The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and

The bidder or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

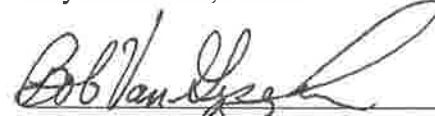
The City of St. Charles, Geneva, and Batavia are required to keep the certification records submitted for a period of not less than five years. Furthermore, these records, except an employee's address, telephone number, and social security number, shall be made available in accordance with the Freedom of Information Act.

## 1.6 Rejection of Bids

- A. The Owner expressly reserves the right to reject any or all bids or to accept the bid, which appears to be in the best interest of the Owner. The Owner expressly reserves the right to waive any informalities or technical irregularities in a bid if to do so is in the best interest of the Owner.

Dated this 4<sup>th</sup> day of June, 2018

City of Geneva, Illinois



**Bob VanGyseghem**

Superintendent of Water and Wastewater

END 00030

SECTION 00050

BIDDER CERTIFICATION

The following affidavit must be completed, notarized and submitted with the bid package in compliance with Article 33 E of the "Criminal Code of 1961."

I (Name) Max P. Hoerr Jr, do hereby certify that:

1. I am (Position) President of (Firm Name and Address) Hoerr Construction Inc  
1416 County Road 200 North Grafton, IL 61142  
and have authority to execute this certification on behalf of the firm;

2. The above referenced firm is not barred from bidding on this contract as a result of a violation of either Section 33E-3, Bid-Rigging, or Section 33E-4, Bid Rotating, as set forth in Article 33E of the "Criminal Code of 1961."

Signature

Max P. Hoerr Jr

Date

6-11-18

Corporate Seal  
(where appropriate)

REQUIRED NOTARIZATION

On this 11th day of June, 2018, before me appeared (Name) Max P. Hoerr Jr  
to me personally known,  
who, being duly ~~sworn~~ <sup>affirmed</sup>, did execute the foregoing affidavit, and did state that he or she was  
properly authorized by (Name of Firm) Hoerr Construction Inc  
to execute the affidavit and did so at his or her free act and deed.

Signature of Notary Public

Rebecca C. Wiegand

Commission Expires

9-10-19

Notary Seal

END 00050



SECTION 00300

PROPOSAL

1. Proposal of (Name and Address of Bidder) Heer Construction Inc  
1416 County Road 200 North  
Goodfield, IL 61022  
\_\_\_\_\_ for the improvement designated below.

Work covered by Contract Documents includes, but is not necessarily limited to the following:

This project consists of approximately 34,651 linear feet of Sanitary and Storm Sewer Lining in various sizes of cured-in-place pipe lining (CIPP). Work shall include the lining of sanitary and storm sewer as well as the reinstatement of service laterals, grouting of service laterals, sanitary and storm sewer cleaning and pre and post construction sanitary and storm sewer televising. The work contained on this project is located in the municipalities of Geneva, St. Charles, and Batavia, Illinois

2. The location maps for the proposed improvement are those provided by the City of St. Charles, Geneva, and Batavia. Said maps are designated as Location Maps for "2018 Sewer Lining Project" and which cover the work described in Paragraph 1 above for the price of:

Sum of Unit Prices x Quantities (in words) One million four hundred thirty six thousand two hundred thirty four Dollars  
and fifty Cents

Sum of Unit Prices x Quantities (in figures) \$ 1,436,234.50



## BID FORM

**2018 SANITARY AND STORM SEWER LINING BID SCHEDULE (INSERT UNIT PRICE, TOTAL PRICE, & TOTAL BID) Page 1 of 2**

| Item | Description  | Units | St. Charles | Geneva | Batavia | Total Quantity | Unit Price         | Total Price            |
|------|--|-------|-------------|--------|---------|----------------|--------------------|------------------------|
| 1    | 6 inch Cured in Place Pipe Lining - Sanitary<br>Televis, Clean & Line  | L.F.  | 376         | 920    | 1098    | 2,394          | 32. <sup>00</sup>  | 76,608. <sup>00</sup>  |
| 2    | 8 inch Cured in Place Pipe Lining - Sanitary<br>Televis, Clean & Line  | L.F.  | 11,161      | 6,380  | 1864    | 19,405         | 28. <sup>30</sup>  | 547,221. <sup>00</sup> |
| 3    | 10 inch Cured in Place Pipe Lining - Sanitary<br>Televis, Clean & Line | L.F.  | 391         |        | 216     | 607            | 40. <sup>00</sup>  | 24,280. <sup>00</sup>  |
| 4    | 12 inch Cured in Place Pipe Lining - Sanitary<br>Televis, Clean & Line | L.F.  | 5,521       | 1,545  | 1,393   | 8,459          | 31. <sup>50</sup>  | 266,458. <sup>50</sup> |
| 5    | 15 inch Cured in Place Pipe Lining - Sanitary<br>Televis, Clean & Line | L.F.  | 907         | 250    |         | 1,157          | 51. <sup>00</sup>  | 59,007. <sup>00</sup>  |
| 6    | Internal Service Lateral Reinstatements                                | Each  | 315         | 128    | 42      | 485            | 80. <sup>00</sup>  | 38,800. <sup>00</sup>  |
| 7    | Protruding Tap Removal   | Each  | 0           | 6      | 2       | 8              | 300. <sup>00</sup> | 2,400. <sup>00</sup>   |
| 8    | Test and Seal Lateral Service Connections, 36" Length                  | Each  | 315         | 103    | 42      | 460.           | 440. <sup>00</sup> | 202,400. <sup>00</sup> |
| 9    | Chemical Grout   | GAL   | 5           | 5      | 5       | 15             | 20. <sup>00</sup>  | 300. <sup>00</sup>     |
| 10   | 12 inch Cured in Place Pipe Lining - Storm<br>Televis, Clean & Line    | L.F.  | 532         |        | 914     | 1446           | 60. <sup>00</sup>  | 86,760. <sup>00</sup>  |
| 11   | 15 inch Cured in Place Pipe Lining - Storm<br>Televis, Clean & Line    | L.F.  | 470         |        | 190     | 660            | 88. <sup>00</sup>  | 58,080. <sup>00</sup>  |
| 12   | 21 inch Cured in Place Pipe Lining - Storm<br>Televis, Clean & Line    | L.F.  | 610         |        |         | 610            | 72. <sup>00</sup>  | 43,920. <sup>00</sup>  |

**2018 SANITARY AND STORM SEWER LINING BID SCHEDULE (INSERT UNIT PRICE, TOTAL PRICE, & TOTAL BID) Page 2 of 2**

| Item             | Description                   | Units    |  |  |  | Total Quantity    | Unit Price               | Total Price           |
|------------------|-------------------------------|----------|--|--|--|-------------------|--------------------------|-----------------------|
| 13               | Traffic Control - Batavia     | Lump Sum |  |  |  | 1                 | 14,000. <sup>00</sup>    | 14,000. <sup>00</sup> |
| 14               | Traffic Control - Geneva      | Lump Sum |  |  |  | 1                 | 8,000. <sup>00</sup>     | 8,000. <sup>00</sup>  |
| 15               | Traffic Control - St. Charles | Lump Sum |  |  |  | 1                 | 8,000. <sup>00</sup>     | 8,000. <sup>00</sup>  |
| 16               | Heavy Cleaning (As Required)  | Per Hr.  |  |  |  | Estimate 30 Hours | 480. <sup>00</sup>       | \$0.00                |
| <b>TOTAL BID</b> |                               |          |  |  |  |                   | 1,436,234. <sup>00</sup> |                       |

*The Owner reserves the right to eliminate any of the Locations for budgetary reasons.*

*SSRBC      Standard Specifications for Road and Bridge Construction in Illinois – Illinois  
Department of Transportation, Current Edition.*

*SSWSMC   Standard Specifications for Water and Sewer Main Construction in Illinois, Illinois  
Society of Professional Engineers, etal., Current Edition.*

3. In submitting this Proposal, the undersigned acknowledges receipt of the following addenda: 1, 2, 3, 4, 5, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.
4. In submitting this Proposal, the undersigned declares that the only persons or parties interested in the Proposal as principals are those named herein and that the Proposal is made without collusion with any person, firm or corporation.
5. The undersigned further declares that he has carefully examined the Proposal, Plans, Specifications, Agreement and Contract Bond included in the Specifications and Special Provisions, and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the Contract and the detailed requirements of construction, and understands that in making this proposal, he waives all right to plead any misunderstanding regarding the same.
6. The undersigned further understands and agrees that, if this proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work, and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the Owner in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
7. The undersigned further agrees to execute a contract for this work and present the same to the Owner within fifteen (15) days after the date of notice of the award of the contract to him.
8. The undersigned further agrees that he and his surety will execute and present within fifteen (15) days after the date of notice of the award of contract, a contract bond satisfactory to and in the form prescribed by the Owner, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
9. The undersigned further agrees to begin work not later than ten (10) days after the execution and approval of the Contract and Contract Bond, and receipt of "Notice to Proceed" unless otherwise authorized or directed by the Owner and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. **The undersigned agrees to substantial completion of the work for the City of Batavia by November 30, 2018 and March 29, 2019 for the City of Geneva and the City of St. Charles.,** unless additional time shall be granted by the OWNER in accordance with the provisions of the specifications. In case of failure to complete the work within

the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Owner shall withhold, from such sums as may be due him under the terms of this contract, the costs set forth in the specifications, which costs shall be considered and treated not as a penalty, but as damages due the Owner from the undersigned by reason of inconvenience to the Owner. The added cost of Engineering and supervision, additional finance charges, and other items which have caused an expenditure of Owner's funds resulting from the failure of the undersigned to complete the work within the time specified in the contract can constitute such damages.

10. Provisions for Liquidated Damages are set forth in the Agreement.
11. If this proposal is accepted and the undersigned shall fail to execute a Contract and Contract Bond as required herein, it is hereby agreed that the amount of the bond, check or draft shall become the property of the Owner and shall be considered as payment of damages due to delay and other causes suffered by Owner because of the failure to execute said Contract and Contract Bond; otherwise said bond, check or draft shall be returned to the undersigned.
12. By submission of the Bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with the bid.
  - A. The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
  - B. Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor; and
  - C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
13. Each person signing the bid shall certify that:
  - A. He is the person in the bidder's organization responsible for the decision as to the prices being bid and that he has not participated, and will not participate, in any action contrary to subsection (12) above; or
  - B. He is not the person in the bidder's organization responsible for the decision as to the prices being bid, but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to subsection (12) above, and as their agent shall so certify. He shall also certify that he has not participated, and will not participate, in any action contrary to subsection (12) above.
14. The undersigned herein agrees that **at least 51% of the contracted work** will be completed by the General Contractor. Subcontractors may be used as long as their portion of the contracted work is the minority share of the project in cost. The use of subcontractors will also require the written approval of the City of Saint Charles. Geneva, and Batavia.

**BID SECURITY**

**ATTACH BANK DRAFT, BANK CASHIER'S CHECK, CERTIFIED CHECK OR A BID  
BOND INSERTED HERE.**

*IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.*



# AIA Document A310tm - 2010

## Bid Bond

**Contractor:**

*(Name, Legal Status and Address)*

Hoerr Construction Inc  
P O Box 65  
Goodfield IL 61742

**Surety:**

*(Name, Legal Status and Principal Place of Business)*

West Bend Mutual Insurance Company  
1900 S 18th St., P O Box 1995  
West Bend WI 53095

**Owner:**

*(Name, Legal Status and Address)*

City of Geneva  
22 South First Street  
Geneva, IL 60134

**Bond Amount:** Ten percent of bid

**Project:**

*(Name, location or address, and Project number, if any)*

2018 Sanitary and Storm Sewer Lining - CIPP

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and give such bond or bonds as may be Specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waived any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.


The document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.




Signed and sealed this 18th day of June, 2018

  
(Witness)

  
(Witness)

Hoerr Construction Inc  
(Contractor as Principal) (Seal)

  
(Title) President

West Bend Mutual Insurance Company  
(Surety) (Seal)

  
(Title) Blake E Allison Attorney-in-Fact

State of Illinois

} ss:  
County of Macon

On 18th day of June, 2018 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn,  
personally appeared **Blake E Allison**

known to me to be Attorney-in-Fact of **West Bend Mutual Insurance Company**  
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said  
instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Stacy R. Standley  
(Notary Public)





THE SILVER LINING®

Bond No. 2387055

## POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Blake E Allison

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21<sup>st</sup> day of December, 1999.

*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

Attest

Christopher C. Zwygart  
Christopher C. Zwygart  
Secretary



Kevin A. Steiner  
Kevin A. Steiner  
Chief Executive Officer/President

State of Wisconsin  
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum  
Juli A. Benedum  
Senior Corporate Attorney  
Notary Public, Washington Co., WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 18th day of June, 2018



Heather A. Dunn  
Heather Dunn  
Vice President – Chief Financial Officer

**Notice:** Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

(If an Individual) Signature of Bidder: \_\_\_\_\_ (SEAL)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a Co-partnership) Firm Name \_\_\_\_\_ (SEAL)

Signature of Bidder \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Insert Names and addresses  
of all members of the Firm)

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

(If a Corporation) Corporate Name

Herr Construction Inc (SEAL)  
Max P. Herr

Signature

*President*

Attested by:

Max P. Herr  
*Secretary*

Business Address

1416 County Road 200 North  
Goodfield IL 61732  
\_\_\_\_\_  
\_\_\_\_\_

(Insert Names of Officers) President

Max P. Herr II

Secretary

Max P. Herr II

Treasurer

Robert J. Kibrite

# CERTIFICATE OF NON-DISQUALIFICATION

## UNDER IL. COMPILED STATUTES, CH. 720, SEC. 33E-11

The undersigned, upon being first duly <sup>affirmed</sup> ~~sworn~~, hereby certifies to the City of St. Charles, Geneva, Batavia, Kane and Dupage Counties, Illinois, that

Hoer Construction Inc  
(Contractor)

is not barred from contracting with any unit of State or local government, as a result of a violation of Ch. 720, Sec. 33E-4 of the Illinois Revised Statutes.

Hoer Construction Inc  
Name of Contractor  
Max P. Hoerr  
Signature  
Max P. Hoerr  
Print/Type Name  
President  
Title

Subscribed and <sup>affirmed</sup> ~~sworn~~ to before me this 11 day of June, 2018.



Rebecca C. Wiegand  
Notary Public  
9-10-19  
Commission Expires

Notary Seal

NOTE TO BIDDER: Anyone who makes a false statement, material to this Certification, commits a Class 3 Felony under Ch. 720, Sec. 33E-11(b) of the Illinois Compiled Statutes.

**CERTIFICATE OF COMPLIANCE OF  
ILLINOIS COMPILED STATUTES CH. 65, SEC. 11-42.1**

The undersigned, upon being first duly <sup>affirmed</sup> sworn, hereby certifies to the City of St. Charles, Geneva, Batavia, Kane and DuPage Counties, Illinois, that

Hoer Construction Inc

(Contractor)

is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Chapter 65, Section 11-42.1, Illinois Compiled Statutes.

Hoer Construction Inc

Name of Contractor

Max P. Hoer

Signature

Max P. Hoer

Print/Type Name

President

Title

Subscribed and <sup>affirmed</sup> sworn to before me this 11 day of June, 2018.



Rebecca C. Wiegand

Notary Public

9-10-19

Commission Expires

Notary Seal



**CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS**

The undersigned, upon being first duly <sup>affirmed</sup> sworn, hereby certifies to the City of St. Charles, Geneva, Batavia, Kane and Dupage Counties, Illinois, that

Herr Construction Inc

(Contractor)

shall comply with all local, state and federal safety standards.

Herr Construction Inc

Name of Contractor

Max P. Herr II

Signature

Max P. Herr II

Print/Type Name

Resident

Title

Subscribed and <sup>affirmed</sup> sworn to before me this 11 day of June, 2018.



Rebecca C. Wiegand

Notary Public

9-10-19

Commission Expires

Notary Seal

**CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257**  
**OF THE ILLINOIS HUMAN RIGHTS ACT**

The undersigned, upon being first duly <sup>affirmed</sup> sworn, hereby certifies to the City of St. Charles, Geneva, Batavia, Kane and Dupage Counties, Illinois, that

Heer Construction Inc

(Contractor)

complies with the Illinois Human Rights Act as amended by Section 2 – 105, Public Act 87 – 1257 in relation to employment and human rights.

Heer Construction Inc

Name of Contractor

Max P. Heer

Signature

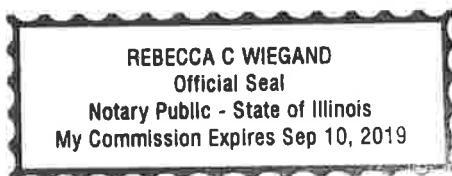
Max P. Heer

Print/Type Name

Resident

Title

Subscribed and <sup>affirmed</sup> sworn to before me this 11 day of June, 2018.



Rebecca Wiegand

Notary Public

9-10-19

Commission Expires

Notary Seal

**CERTIFICATE OF COMPLIANCE WITH PREVAILING WAGE RATE ACT**

The undersigned, upon being first duly ~~sworn~~<sup>affirmed</sup>, hereby certifies to the City of St.

Charles, Geneva, Batavia, Kane and DuPage Counties, Illinois, that all work under this contract shall

comply with the Illinois Prevailing Wage Act, 820 ILCS 130/.01, et. seq, (the "Act") and current City ordinance, to the extent required by law. Contractors shall submit monthly certified payroll records to the City.

The undersigned, upon being first duly ~~sworn~~<sup>affirmed</sup>, hereby certifies to the City of St.

Charles, Geneva, Batavia, Kane and DuPage Counties, Illinois, that the bidder will file their substance

abuse prevention plan.

Horn Construction Inc

Name of Contractor

By:

Mr. J. Heintz  
President

State of Illinois).

ss.

County of Fazewell

Subscribed and ~~sworn~~<sup>affirmed</sup> to  
before me this 11 day  
of June, 2018.

Rebecca C. Wiegand

Notary Public

REBECCA C WIEGAND  
Official Seal  
Notary Public - State of Illinois  
My Commission Expires Sep 10, 2019

CERTIFICATE OF COMPLIANCE WITH SALES TAX FORM

The undersigned, upon being first duly <sup>affirmed</sup> sworn, hereby certifies to the City  
of St. Charles, Geneva, Batavia, Kane and DuPage Counties, Illinois, that  
Heer Construction Inc (bidder) shall comply with General Conditions, Paragraph 1.G.  
and the Illinois Department of Revenue tax exempt form.

Heer Construction Inc  
Name of Bidder

By: Max P. Heer  
President

State of Illinois, ss.

County of Tazewell

Subscribed and <sup>affirmed</sup> sworn to  
before me this 11 day  
of June, 2018.

Rebecca C. Wiegand



Notary Public

JH:cb

**FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE**

NOTE: THIS AFFIDAVIT MUST BE EXECUTED AND SUBMITTED WITH THE SIGNED BID FORM. NO BIDS WILL BE ACCEPTED BY THE CITY COUNCIL OF THE CITY OF ST. CHARLES, GENEVA, OR BATAVIA UNLESS SAID AFFIDAVIT IS SUBMITTED CONCURRENTLY WITH THE BID.

Max P. Herr  
being first duly ~~sworn~~ <sup>affirmed</sup>, deposes and says that he is the President  
of Herr Construction Inc  
(Title or Officer)

and that he has authority to make the following affidavit; that he has knowledge of the City of St. Charles', Geneva's, and Batavia's standards relating to Fair Employment Practices and knows and understands the contents thereof;

that he certifies hereby that it is the policy of Herr Construction Inc  
(Name of Company)

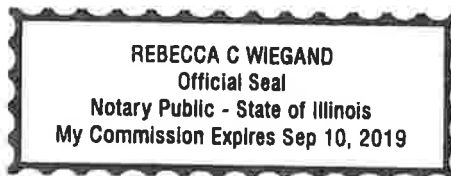
to recruit, hire, train, upgrade, promote and discipline its employees without regard to race, creed, color, religion, age, sex or physical or mental handicap; and that the company has and enforces policies which prohibit sexual harassment in the workplace.

Max P. Herr  
(Signature)

SUBSCRIBED and ~~sworn~~ <sup>affirmed</sup> to before me this 11 day of June, 2018  
~~2016~~

Rebecca C. Wiegand  
(Notary Public)

END 00300



# 2018 SANITARY SEWER LINING PROJECT

June 11, 2018

**Re: 2018 SANITARY SEWER LINING PROJECT – ADDENDUM NO. 1**

Dear Bidder:

Your attention is directed to the following changes in, interpretations of, or additions to the *2018 Sanitary Sewer Lining Project*.

The entire addendum must be signed and included in the bid packet in order for your bid to be accepted. This sheet of the addendum must also be signed and emailed or faxed back to Mr. Bob VanGyseghem at [bvangyseghem@geneva.il.us](mailto:bvangyseghem@geneva.il.us) or 630-208-1503.

SIGNATURE:  \_\_\_\_\_

CONTACT NAME: Mike Kaisner

COMPANY: Hoerr Construction, Inc.

POSITION: Estimator

PHONE: 309-691-6653

EMAIL: mkaisner@hoerr.com

**ADDENDUM No. 1 CONSISTS OF (2) PAGES IN TOTAL:**



**QUESTION**

The following question was submitted on June 11, 2018.

1. Question: *The timeframe for the bid, considering there is a lot to look at, is fairly tight. Is there any possibility of moving the bid date out a few days or a week?*  
Response: *All three communities have agreed to extend the bid opening to July 2, 2018*

**CHANGE THE FOLLOWING ITEM:**

1. **ADVERTISEMENT**, Section 00030 ADVERTISEMENT FOR BIDS:
  - A. **Delete:** “Sealed proposals submitted in triplicate in a sealed envelope with the words **“2018 Sanitary and Storm Sewer Lining – C.I.P.P”** will be received by the City of Geneva, Illinois until 10:00 A.M. Monday, June 18, 2018 at the office of the City Administrator, 22 South First Street, Geneva, IL 60134, at which time they will be publicly opened and read aloud.”
  - B. **Insert:** “Sealed proposals submitted in triplicate in a sealed envelope with the words **“2018 Sanitary and Storm Sewer Lining – C.I.P.P”** will be received by the City of Geneva, Illinois until 10:00 A.M. Monday, July 2nd, 2018 at the office of the City Administrator, 22 South First Street, Geneva, IL 60134, at which time they will be publicly opened and read aloud.”

If you have any additional questions, please contact Bob VanGyseghem at 630-232-1551 or email [bvangyseghem@geneva.il.us](mailto:bvangyseghem@geneva.il.us).

Sincerely,

Bob VanGyseghem  
City of Geneva,  
Superintendent of Water &  
Wastewater

# 2018 SANITARY SEWER LINING PROJECT

June 21, 2018

## Re: 2018 SANITARY SEWER LINING PROJECT – ADDENDUM NO. 2

Dear Bidder:

Your attention is directed to the following changes in, interpretations of, or additions to the *2018 Sanitary Sewer Lining Project*.

The entire addendum must be signed and included in the bid packet in order for your bid to be accepted. This sheet of the addendum must also be signed and emailed or faxed back to Mr. Tony Bellafigliore at [tbellafigliore@stcharlesil.gov](mailto:tbellafigliore@stcharlesil.gov) and Mr. Bob VanGyseghem at [bvangyseghem@geneva.il.us](mailto:bvangyseghem@geneva.il.us) or 630-208-1503.

SIGNATURE:  \_\_\_\_\_

CONTACT NAME: Mike Kaisner

COMPANY: Hoerr Construction, Inc.

POSITION: Estimator

PHONE: 309-691-6653

EMAIL: mkaisner@hoerr.com, info@hoerr.com

**ADDENDUM No. 2 CONSISTS OF (3) PAGES IN TOTAL:**



**CHANGE THE FOLLOWING ITEM:**

The following changes have been made to the City of St. Charles Storm Sewer Lining Program on June 13, 2018.

1. Set-up #4: *The line segment that calls for a 75' short liner has been changed to include the entire line segment. Therefore, we are no longer requesting pricing on a 75' short liner, rather the entire 217' of 12" VCP from structure to structure. \*Please see attached map.*

If you have any additional questions regarding this addendum, please contact Tony Bellafiore at 630-377-4405 or email [tbellafiore@stcharlesil.gov](mailto:tbellafiore@stcharlesil.gov)

Sincerely,

Tony Bellafiore  
City of St. Charles  
Public Works Division  
Manager



City of St. Charles, Illinois  
Two East Main Street St. Charles, IL 60174-1984

Two East Main Street St. Charles, IL 60174-1984

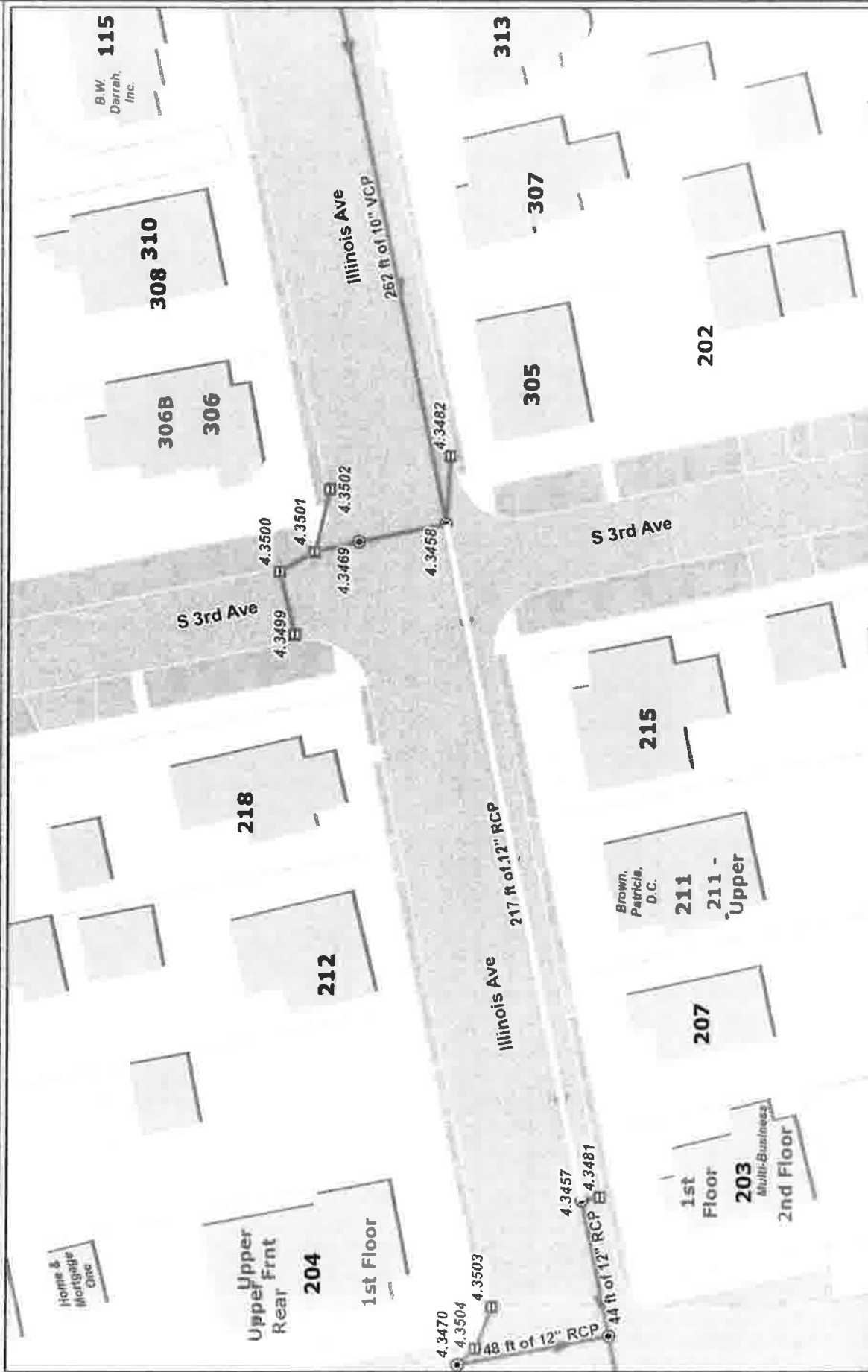
Phone: 630-377-1100 Fax: 630-377-1110 - [www.stcharles.gov](http://www.stcharles.gov)

### Set-up #4 Line highlighted segment

RAYMOND ROGINA

Mavor

MARK KOENEN  
*City Administrator*



**Center**

[illegible]

**Cite Source:**  
 Child of Is. Stephen, James  
 Wainwright, (Grand  
 Dunlop County, Ohio  
 Immigration, Tennessee, The Great  
 Child (Book System) James Child  
 through American Indian 1932  
 United on June 12, 1938 11:17 AM



7

Storm Sewer Addendum  
STC

The city will transfer the property only after the city council has approved the transfer. The city council will also have to approve the transfer of the property to the city. The city council will also have to approve the transfer of the property to the city.

# 2018 SANITARY SEWER LINING PROJECT

June 21, 2018

**Re: 2018 SANITARY SEWER LINING PROJECT – ADDENDUM NO. 3**

Dear Bidder:

Your attention is directed to the following changes in, interpretations of, or additions to the *2018 Sanitary Sewer Lining Project*.

The entire addendum must be signed and included in the bid packet in order for your bid to be accepted. This sheet of the addendum must also be signed and emailed or faxed back to Mr. Bob VanGyseghem at [bvangyseghem@geneva.il.us](mailto:bvangyseghem@geneva.il.us) or 630-208-1503.

SIGNATURE:  \_\_\_\_\_

CONTACT NAME: Mike Kaisner

COMPANY: Hoerr Construction, Inc.

POSITION: Estimator

PHONE: 309-691-6653

EMAIL: mkaisner@hoerr.com, info@hoerr.com

**ADDENDUM No. 3 CONSISTS OF (3) PAGES IN TOTAL:**

**CHANGE THE FOLLOWING ITEM:**

The following changes have been made to the City of Geneva Sanitary Sewer Lining Program on June 21, 2018.

1. Attached is the updated and correct lining footage.

If you have any additional questions, please contact Bob VanGyseghem at 630-232-1551 or email [bvangyseghem@geneva.il.us](mailto:bvangyseghem@geneva.il.us).

Sincerely,

Bob VanGyseghem  
*City of Geneva,*  
*Superintendent of Water &*  
*Wastewater*



| Sanitary sewer to be Lined |       |                 |        |      |          |                        |
|----------------------------|-------|-----------------|--------|------|----------|------------------------|
| MH From                    | MH To | Location        | Length | Size | Services | Services to be Grouted |
| 2TM04                      | 2TM03 | N.1St.St        | 250    | 15   | 4        | 4                      |
|                            |       | 15"total        | 250    |      |          |                        |
| 1TM14                      | 1TM20 | 1st St          | 280    | 12   | 3        | 3                      |
| 1TM20                      | 1TM21 | 1st St          | 300    | 12   | 3        | 3                      |
| 1TM23                      | 2TM01 | 1st St          | 200    | 12   | 2        | 2                      |
| 2TM01                      | 2TM03 | 1nd St          | 280    | 12   | 3        | 3                      |
| 3UM13                      | 3UM21 | Foxwood Cir.    | 250    | 12   | 2        | 2                      |
| 3UM21                      | 3UM28 | Foxwood Cir.    | 235    | 12   | 5        | 5                      |
|                            |       | 12"total        | 1545   |      |          |                        |
| 1QM24                      | 1QM23 | Center St       | 150    | 8    | 1        | 1                      |
| 1QM23                      | 1QM25 | Center St       | 350    | 8    | 1        | 1                      |
| 3PM39                      | 3PM40 | Bilarda         | 220    | 8    | 2        | 2                      |
| 3PM40                      | 3PM41 | Bilarda         | 85     | 8    | 0        | 0                      |
| 3PM46                      | 3PM42 | Country Club Pl | 230    | 8    | 3        | 3                      |
| 3PM42                      | 3PM41 | Country Club Pl | 230    | 8    | 4        | 4                      |
| 3PM41                      | 3PM34 | Country Club Pl | 140    | 8    | 2        | 2                      |
| 3PM34                      | 3PM28 | Country Club Pl | 250    | 8    | 1        | 1                      |
| 3PM45                      | 3PM46 | Marion Ct       | 350    | 8    | 4        | 4                      |
| 6RM12                      | 6RM16 | Fargo Blvd      | 200    | 8    | 0        | 0                      |
| 6LM29                      | 6LM31 | Herrington Rd   | 180    | 8    | 4        | 4                      |
| 6LM28                      | 6LM31 | Herrington Pl   | 180    | 8    | 6        | 6                      |
| 6LM31                      | 6LM36 | Herrington Rd   | 180    | 8    | 4        | 4                      |
| 6LM36                      | 7LM02 | Herrington Rd   | 200    | 8    | 5        | 5                      |
| 7LM02                      | 7LM08 | Herrington Rd   | 175    | 8    | 3        | 3                      |
| 7LM08                      | 7LM09 | Herrington Rd   | 170    | 8    | 3        | 3                      |
| 7LM09                      | 7LM10 | Herrington Rd   | 190    | 8    | 2        | 2                      |
| 4UM22                      | 4UM21 | Chalmers        | 345    | 8    | 8        | 8                      |
| 3UM13                      | 3UM14 | Jefferson       | 300    | 8    | 5        | 5                      |
| 3UM18                      | 3UM22 | School St       | 300    | 8    | 6        | 6                      |
| 3UM22                      | 3UM28 | School St       | 360    | 8    | 7        | 7                      |
| 3PM18                      | 3PM19 | Sherman Ave     | 100    | 8    | 0        | 0                      |
| 3PM19                      | 3PM20 | Sherman Ave     | 150    | 8    | 1        | 1                      |
| 3PM20                      | 3PM21 | Sherman Ave     | 180    | 8    | 0        | 0                      |
| 3PM21                      | 3PM22 | Sherman Ave     | 300    | 8    | 1        | 1                      |
| 3PM22                      | 3PM23 | Sherman Ave     | 190    | 8    | 1        | 1                      |
| 2WM45                      | 2VM22 | Foxwood Cir.    | 340    | 8    | 8        | 8                      |
| 2VM22                      | 2VM21 | Foxwood Cir.    | 335    | 8    | 7        | 7                      |
|                            |       | 8"total         | 6380   |      |          |                        |
| 2RM08                      | 2RM09 | North St        | 160    | 6    | 7        | 0                      |
| 2RM09                      | 2RM10 | North St        | 180    | 6    | 6        | 0                      |
| 3UM06                      | 3UM08 | Jefferson       | 250    | 6    | 6        | 0                      |
| 3UM05                      | 3UM09 | School St       | 130    | 6    | 2        | 0                      |
| 3UM09                      | 3UM18 | School St       | 200    | 6    | 4        | 0                      |

[illegible]

# 2018 SANITARY SEWER LINING PROJECT

June 26, 2018

**Re: 2018 SANITARY SEWER LINING PROJECT – ADDENDUM NO. 4**

Dear Bidder:

Your attention is directed to the following changes in, interpretations of, or additions to the *2018 Sanitary Sewer Lining Project*.

The entire addendum must be signed and included in the bid packet in order for your bid to be accepted. This sheet of the addendum must also be signed and emailed or faxed back to Mr. Bob VanGyseghem at [bvangyseghem@geneva.il.us](mailto:bvangyseghem@geneva.il.us) or 630-208-1503.

SIGNATURE:  \_\_\_\_\_

CONTACT NAME: Mike Kaisner

COMPANY: Hoerr Construction, Inc.

POSITION: Estimator

PHONE: 309-691-6653

EMAIL: mkaisner@hoerr.com, info@hoerr.com

**ADDENDUM No. 4 CONSISTS OF (4) PAGES IN TOTAL:**

**CHANGE THE FOLLOWING ITEM:**

Bid Schedule: The attached revised Bid Schedule reflects the changes in quantities that occurred in Addendums #2 & #3. Changes are Highlighted.

If you have any additional questions, please contact Bob VanGyseghem at 630-232-1551 or email [bvangyseghem@geneva.il.us](mailto:bvangyseghem@geneva.il.us).

Sincerely,

Bob VanGyseghem  
*City of Geneva,*  
*Superintendent of Water &*  
*Wastewater*

**2018 SANITARY AND STORM SEWER LINING BID SCHEDULE (INSERT UNIT PRICE, TOTAL PRICE, & TOTAL BID) Page 1 of 2**

| Item | Description  | Units | St. Charles | Geneva | Batavia | Total Quantity | Unit Price | Total Price |
|------|--|-------|-------------|--------|---------|----------------|------------|-------------|
| 1    | 6 inch Cured in Place Pipe Lining - Sanitary<br>Televis, Clean & Line  | L.F.  | 376         | 920    | 1098    | 2,394          |            |             |
| 2    | 8 inch Cured in Place Pipe Lining - Sanitary<br>Televis, Clean & Line  | L.F.  | 11,161      | 6,380  | 1864    | 19,405         |            |             |
| 3    | 10 inch Cured in Place Pipe Lining - Sanitary<br>Televis, Clean & Line | L.F.  | 391         |        | 216     | 607            |            |             |
| 4    | 12 inch Cured in Place Pipe Lining - Sanitary<br>Televis, Clean & Line | L.F.  | 5,521       | 1,545  | 1,393   | 8,459          |            |             |
| 5    | 15 inch Cured in Place Pipe Lining - Sanitary<br>Televis, Clean & Line | L.F.  | 907         | 250    |         | 1,157          |            |             |
| 6    | Internal Service Lateral Reinstatements                                | Each  | 315         | 128    | 42      | 485            |            |             |
| 7    | Protruding Tap Removal   | Each  | 0           | 6      | 2       | 8              |            |             |
| 8    | Test and Seal Lateral Service Connections, 36"<br>Length               | Each  | 315         | 103    | 42      |                |            |             |
| 9    | Chemical Grout<br>Televis, Clean & Line                                | GAL   | 5           | 5      | 5       |                |            |             |
| 10   | 12 inch Cured in Place Pipe Lining - Storm<br>Televis, Clean & Line    | L.F.  | 532         |        | 914     | 1446           |            |             |
| 11   | 15 inch Cured in Place Pipe Lining - Storm<br>Televis, Clean & Line    | L.F.  | 470         |        | 190     | 660            |            |             |
| 12   | 21 inch Cured in Place Pipe Lining - Storm<br>Televis, Clean & Line    | L.F.  | 610         |        |         | 610            |            |             |





# 2018 SANITARY SEWER LINING PROJECT

June 27, 2018

**Re: 2018 SANITARY SEWER LINING PROJECT – ADDENDUM NO. 5**

Dear Bidder:

Your attention is directed to the following changes in, interpretations of, or additions to the *2018 Sanitary Sewer Lining Project*.

The entire addendum must be signed and included in the bid packet in order for your bid to be accepted. This sheet of the addendum must also be signed and emailed or faxed back to Mr. Bob VanGyseghem at [bvangyseghem@geneva.il.us](mailto:bvangyseghem@geneva.il.us) or 630-208-1503.

SIGNATURE:  \_\_\_\_\_

CONTACT NAME: Mike Kaisner

COMPANY: Hoerr Construction, Inc.

POSITION: Estimator

PHONE: 309-691-6653

EMAIL: mkaisner@hoerr.com, info@hoerr.com

**ADDENDUM No. 5 CONSISTS OF (2) PAGES IN TOTAL**



### **CLARIFICATIONS**

The following questions and comments were submitted on or before June 26, 2018.

1. Question: *Within the specification it states that all liners must have a minimum thickness of 6mm – industry standard for 6" sanitary sewer lines is 4.5mm.*  
Response: *The specification will be revised to allow for a 4.5mm liner for the 6" host pipe.*

### **CHANGE THE FOLLOWING ITEM(S) IN THE SPECIFICATIONS:**

1. **SPECIFICATIONS**, Section 13514 under subpart 2.3:

- **ADD THE FOLLOWING:**

L. For design purposes the Contractor shall assume the following minimum values for calculating the CIPP wall thickness:

1. Fully Deteriorated Pipe Condition
2. Soil Modulus of Native Soils in the Pipe Zone – 1,000 p.s.i.
3. Ovality of Host Pipe – 2%
4. Depth of Cover Over Pipe – 10 feet
5. Height of Groundwater – assume groundwater height to the ground surface.
6. Safety Factor – 2.0

Note that the contractor will need to increase the values for design based on the conditions found for each pipe segment to be lined as needed.

2. **SPECIFICATIONS**, Section 13514 under subpart 2.3, subpart B.:

- **DELETE THE FOLLOWING:**

B. The minimum CIPP wall thickness shall be 6.0 mm.

- **INSERT THE FOLLOWING:**

B. The minimum CIPP wall thickness shall be 4.5mm for 6" diameter host pipe and 6.0mm for 8" diameter host pipe and larger.

If you have any additional questions, please contact Bob VanGyseghem at 630-232-1551 or email [bvangyseghem@geneva.il.us](mailto:bvangyseghem@geneva.il.us).

Sincerely,

Bob VanGyseghem  
City of Geneva,  
Superintendent of Water &  
Wastewater



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: \*6.g

Title:

**Recommendation to Approve Purchase Order to Electric Conduit Construction for Installation of Electric Manhole at Valley Shopping Center**

Presenter:

Tom Bruhl

Meeting: Government Services Committee

Date: June 25, 2018

Proposed Cost: \$31,611.15

Budgeted Amount: \$35,000.00

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

City Staff received two bids for unit cost manhole installations. The work involves excavating approximately a 12 foot deep hole that is 12 feet wide and 15 feet long. After setting the precast manhole with a crane, the contractor is responsible for installing the ground grid and ground rods, providing the frame and cover, and then backfilling up to grade.

Consistent with the redevelopment and new lot structure at the Valley Shopping Center, the existing radial (not looped) electric system will be improved to include a loop from the northwest to the southeast. A manhole is needed as a junction box for pulling and splicing cables from the different directions. The manhole will have provisions for future development to tap into the loop. This is an electric reinforcement project related to improving the system for the existing customers and the new Police Station.

**Attachments** *(please list):*

\* Bid Tabulation

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

Recommendation to award Purchase Order with Electric Conduit Construction for manhole installation in the amount of \$31,611.15

| Bidder                            | Quantity | Unit Costs |             |        |               |                  |                 | Extended Pricing |                  |
|-----------------------------------|----------|------------|-------------|--------|---------------|------------------|-----------------|------------------|------------------|
|                                   |          | MP Systems | Archon      | Hooper | J.F. Electric | Electric Conduit | Henkels & McCoy | Archon           | Electric Conduit |
| CU6 - Straight MH Install         |          | No Bid     | \$28,480.00 | No Bid | No Bid        | \$26,711.15      | No Bid          |                  |                  |
| CU6b - Straight MH extra per foot |          | No Bid     | \$1,170.00  | No Bid | No Bid        | \$1,125.00       | No Bid          |                  |                  |
| CU7 - TEE MH Install              | 1        | No Bid     | \$30,900.00 | No Bid | No Bid        | \$27,611.15      | No Bid          | \$30,900.00      | \$27,611.15      |
| CU7b - TEE MH extra per foot      |          | No Bid     | \$1,465.00  | No Bid | No Bid        | \$1,125.00       | No Bid          |                  |                  |
| CU8 - X MH Install                |          | No Bid     | \$40,870.00 | No Bid | No Bid        | \$27,611.15      | No Bid          |                  |                  |
| CU8b - X MH extra per foot        |          | No Bid     | \$1,605.00  | No Bid | No Bid        | \$1,125.00       | No Bid          |                  |                  |
| Crane Allowance/Estimate          | 1        |            | \$2,000.00  |        |               | \$2,000.00       |                 | \$2,000.00       | \$2,000.00       |
| Contingency                       | 1        |            | \$2,000.00  |        |               | \$2,000.00       |                 | \$2,000.00       | \$2,000.00       |
| Total                             |          |            |             |        |               |                  |                 | \$34,900.00      | \$31,611.15      |

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: \*6.h

Title:

Recommendation to Approve Permanent Utility Easement for 1102 S. 7<sup>th</sup> Avenue with Mark and Carla Macaluso

Presenter:

Karen Young

Meeting: Government Services Committee

Date: August 27, 2018

Proposed Cost: n/a

Budgeted Amount: n/a

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

As part of the 7<sup>th</sup> Avenue Creek project it was determined that an existing easement was not in place for the existing dual storm culverts under South 7<sup>th</sup> Avenue north of Fern Avenue. Staff worked with the property owners, Mark and Carla Macaluso to secure a Drainage and Storm Sewer Easement over the area, which will allow the City to access this area for future repair needs to the storm sewer and creek in this area.

**Attachments** (*please list*):

\* Plat of Easement for Drainage and Storm Sewer.

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

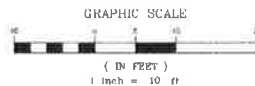
Recommendation to approve Permanent Utility Easement for 1102 S. 7<sup>th</sup> Avenue with Mark and Carla Macaluso.

PART OF PINS 09-35-151-018 & 09-35-151-022

VICINITY MAP



NOT TO SCALE



# PLAT OF EASEMENT FOR DRAINAGE AND STORM SEWER

OVER PART OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 40 NORTH,  
RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS

EASEMENT LEGAL DESCRIPTION

AN EASEMENT OVER PART OF LOTS 16 AND 17 IN 7TH AVENUE SUBDIVISION UNIT NO. 3,  
ACCORDING TO THE PLA1 THEREOF RECORDED NOVEMBER 12, 1997 AS DOCUMENT NO. 848904,  
DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST 10 FEET OF SAID LOT 17; THENCE SOUTH  
02 DEGREES 26 MINUTES 17 SECONDS EAST ALONG THE WEST LINE OF SAID EAST 10 FEET,  
80.25 FEET TO THE SOUTHWEST CORNER OF SAID EAST 10 FEET, ALSO BEING THE SOUTHERLY  
LINE OF DOCUMENT NO. 98K059726; THENCE SOUTH 56 DEGREES 42 MINUTES 40 SECONDS  
WEST ALONG SAID SOUTHERLY LINE, 167.21 FEET TO THE SOUTHWEST CORNER OF SAID  
DOCUMENT; THENCE NORTH 17 DEGREES 54 MINUTES 20 SECONDS EAST, 113.69 FEET; THENCE  
NORTH 07 DEGREES 37 MINUTES 05 SECONDS WEST, 46.02 FEET TO THE NORTHERLY LINE OF  
SAID LOT 17; THENCE NORTH 82 DEGREES 22 MINUTES 55 SECONDS EAST ALONG SAID  
NORTHERLY LINE, 82.27 FEET TO THE POINT OF BEGINNING, ALL IN KANE COUNTY, ILLINOIS.

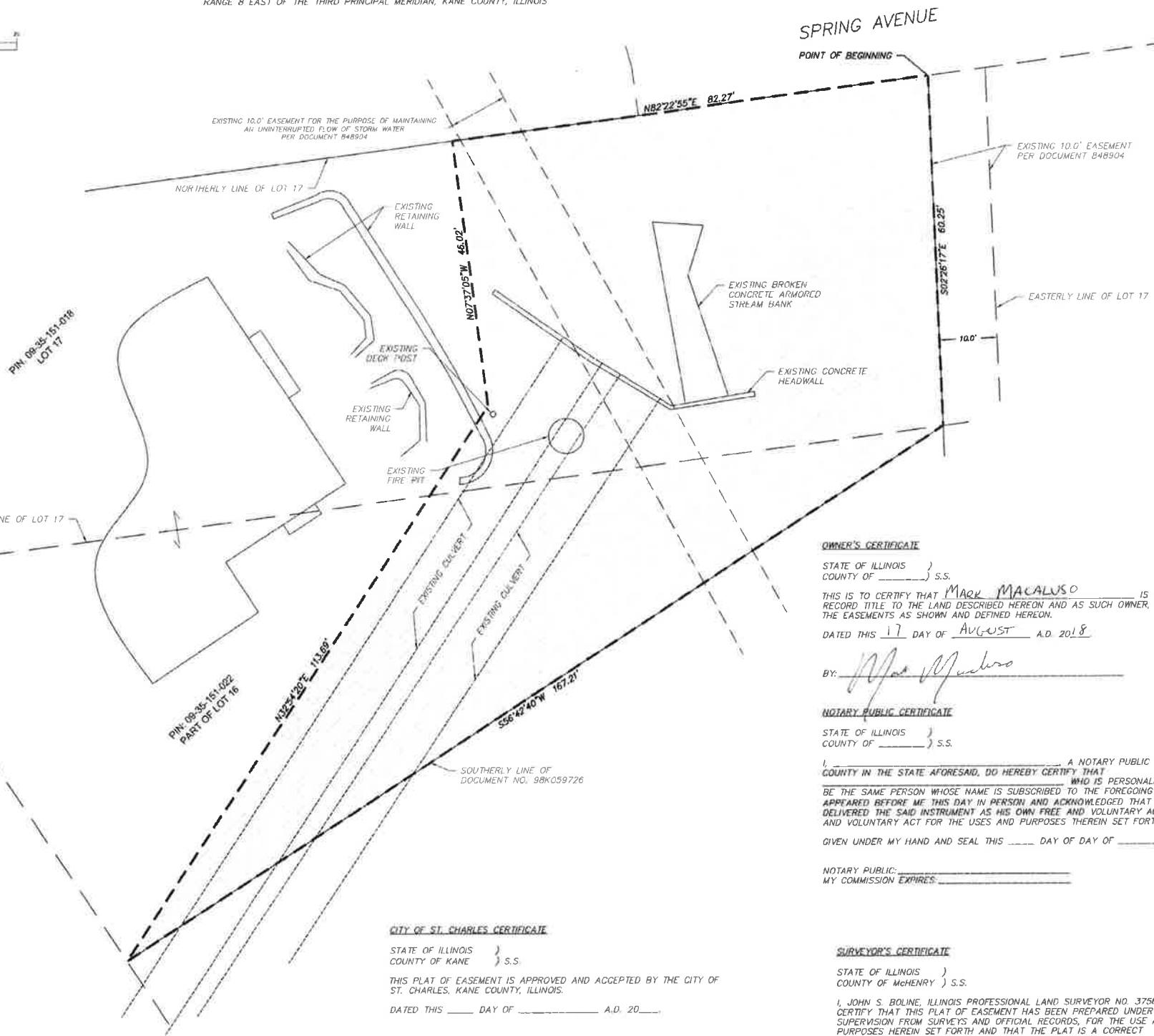
EASEMENT PROVISIONS

AN APPURTENANT EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF ST. CHARLES  
AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, WITHIN THE AREAS SO DESIGNATED ON THE PLAT  
AND MARKED DRAINAGE AND STORM SEWER EASEMENT FOR THE PURPOSE OF PROVIDING THE  
MAINTENANCE OF DRAINAGE AND STORM SEWER AND APPURTENANT FACILITIES TOGETHER WITH THE  
RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR  
THE CONSTRUCTION, RECONSTRUCTION, OPERATION AND MAINTENANCE OF SAID DRAINAGE AND STORM  
SEWER FACILITIES, TOGETHER WITH THE RIGHT TO CUT, TRIM, OR REMOVE TREES, BUSHES AND ROOTS  
AS MAY BE REASONABLY REQUIRED INCIDENTAL TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO  
ENTER UPON THE PROPERTY FOR ALL SUCH PURPOSES. NO PERMANENT BUILDINGS, STRUCTURES OR  
FENCES SHALL BE CONSTRUCTED OR MAINTAINED ON, ACROSS OVER OR THROUGH SAID EASEMENT  
WITHOUT PRIOR WRITTEN CONSENT OF THE GRANTEE. GRANTEE FURTHER AGREES ALL CONSTRUCTION,  
RECONSTRUCTION, OPERATION, MAINTENANCE, REMOVAL AND ANY OTHER ACTIVITIES WHICH DISTURB  
THE EASEMENT PROPERTY WILL BE COORDINATED WITH GRANTEE SO AS TO MINIMIZE ANY DISRUPTION  
TO GRANTEE'S PROPERTY.

NOTES:

- This map was created for use as a Plat of Easement.
- This map is not to be used for any construction or staking purposes without consent from a proper agent of HR Green, Inc.
- This IS NOT a Plat of Survey. No assumptions or agreements as to ownership, use, or possession can be conveyed from this document.
- No underground improvements have been located unless shown and noted.
- No distance should be assumed by scaling.
- This map is void without original embossed or red colored seal and signature affixed.
- Bearings shown hereon are based on Illinois State Plane Coordinates, East Zone NAD83(2011)

6/5/2018 10:53:36 AM



OWNER'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF ) S.S.

THIS IS TO CERTIFY THAT MARK MACALUSO IS THE HOLDER OF  
RECORD TITLE TO THE LAND DESCRIBED HEREON AND AS SUCH OWNER, DOES HEREBY GRANT  
THE EASEMENTS AS SHOWN AND DEFINED HEREON.

DATED THIS 11 DAY OF AUGUST A.D. 2018

BY: Mark Macaluso

NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF ) S.S.

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR SAID  
COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT  
\_\_\_\_\_ WHO IS PERSONALLY KNOWN TO ME TO  
BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT,  
APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE SIGNED AND  
DELIVERED THE SAID INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT AND AS THE FREE  
AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

NOTARY PUBLIC: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

CITY OF ST. CHARLES CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF KANE ) S.S.

THIS PLAT OF EASEMENT IS APPROVED AND ACCEPTED BY THE CITY OF  
ST. CHARLES, KANE COUNTY, ILLINOIS.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

BY: \_\_\_\_\_ MAYOR

ATTEST: \_\_\_\_\_ CITY CLERK

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF McHENRY ) S.S.

I, JOHN S. BOLINE, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3756, HEREBY  
CERTIFY THAT THIS PLAT OF EASEMENT HAS BEEN PREPARED UNDER MY DIRECT  
SUPERVISION FROM SURVEYS AND OFFICIAL RECORDS, FOR THE USE AND  
PURPOSES HEREIN SET FORTH AND THAT THE PLAT IS A CORRECT  
REPRESENTATION OF THE HEREON CAPTIONED PROPERTY.

DATED AT McHENRY, ILLINOIS ON THIS 4th DAY OF JUNE, 2018.

BY: \_\_\_\_\_

JOHN BOLINE  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3756  
LICENSE EXPIRES: NOVEMBER 30, 2018  
EMAIL: JBOLINE@HARGREEN.COM

| NO. | DATE     | BY | REVISION DESCRIPTION             |
|-----|----------|----|----------------------------------|
| 1   | 05/24/18 | JB | REVISED PER CITY REVIEW COMMENTS |

Illinois Professional Design Firm # 184-001322

420 N. Front Street,  
McHenry, IL 60050-2136  
T. 815.385.1778 F. 815.385.1781  
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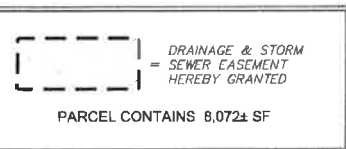
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FOR DRAINAGE AND STORM SEWER  
1102 SOUTH 7TH AVE.  
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SHEET

1 OF 1







## AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: \*6.i

Title:

Recommendation to Approve a Construction Contract for the 7<sup>th</sup> Avenue Culvert Repairs Project

Presenter:

Karen Young

Meeting: Government Services Committee

Date: August 27, 2018

Proposed Cost: \$63,100

Budgeted Amount: \$65,000

Not Budgeted: ☐

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

The 7<sup>th</sup> Avenue Creek project includes the repairs to the existing culverts located under 7<sup>th</sup> Avenue north of Fern Avenue. The specific repairs are located at the east end of the culverts near Spring Avenue. The scope of work includes repair of the existing CMP pipe invert, injection of voids behind the culvert walls, and stone rip rap in front of the culverts.

### **Bid Results:**

On August 16, sealed bids for the 7<sup>th</sup> Avenue Culvert Repair Project were publicly opened and read aloud. The City received a total of three (3) bids for this project, with the results shown below.

|                                   |                            |
|-----------------------------------|----------------------------|
| <b><i>Engineer's Estimate</i></b> | <b><i>\$ 64,800.00</i></b> |
| Copenhaver Construction, Inc.     | \$ 88,840.00               |
| Kovilic Construction Co., Inc.    | \$ 63,100.00               |
| Martam Construction, Inc.         | \$157,794.00               |

Kovilic Construction Co., Inc. performed the work for the IL Route 31 Culvert and Sidewalk Connection project in 2017 and is capable of performing this work.

### **Grant Funds:**

This project was submitted for a Kane County Riverboat Grant and has been awarded \$25,143.

### **Project Schedule:**

The repair work is scheduled to take place this fall.

### **Attachments** (*please list*):

None

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

Recommendation to approve Construction Contract with Kovilic Construction Company, Inc. for the 7<sup>th</sup> Avenue Culvert Repair Project in the amount of \$63,100.