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

MONDAY, JULY 24, 2017, 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. Tree Commission Minutes – Information only.

4. POLICE DEPARTMENT

a. Dash in the Dark 5K – Information only.

b. Recommendation to approve Amplification (North HS only), Closure of Parking Lot "B", and IDOT Resolutions for the Closure of Main St. (Route 64) from 6th Street to 2nd Avenue for Two High School Homecoming Parades.

c. Recommendation to approve Street and Parking Lot Closures and Amplification for the 2017 Scarecrow Festival.

d. 2017 Walk to End Alzheimer's – Information only.

5. PUBLIC WORKS DEPARTMENT

a. Recommendation to approve the Legacy Brick Program on Behalf of River Corridor Foundation of St. Charles.

b. Recommendation to award the Bid for the 2017 Storm Sewer Maintenance Program.

c. Recommendation to award the Bid for Fire Hydrant Painting.

d. Recommendation to approve an Ordinance Authorizing the City of St. Charles to borrow funds from the IEPA Water Pollution Control Loan Program for Biosolids/Operational Building.

e. Recommendation to award the Bid for On-Call Landscaping Restorations.

f. Recommendation to approve Intergovernmental Agreement with the City of Geneva for the IL Route 31 Culvert and Sidewalk Improvement Project.

g. Recommendation to approve Construction Contract for the IL Route 31 Culvert and Sidewalk Improvement Project.

h. Recommendation to approve Construction Engineering Agreement for the IL Route 31 Culvert and Sidewalk Improvement Project.

i. Recommendation to approve Purchase Order with Hooper Corporation for Overhead Contractor Services.

6. FIRE DEPARTMENT

a. Recommendation to approve Fire Department Automatic Aid Agreements.

7. EXECUTIVE SESSION

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

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

9. ADJOURNMENT

ADA Compliance

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

ST. CHARLES SINCE 1834	**AGENDA ITEM EXECUTIVE SUMMARY**	Agenda Item number: 3.a.
	Title:	Electric Reliability Report – Information Only
	Presenter:	Tom Bruhl

Meeting: Government Services Committee	Date: July 24, 2017	
Proposed Cost: $	Budgeted Amount: $	Not Budgeted: ☐

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

For Information Only.

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

* June 2017 Outage Report

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

For Information Only

City of St. Charles
June 2017 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	6/13/2017	4:44 PM	51	Pleasant Ave. & Lucylle Ave.	311	Tree limb on cross arm and #6cu primary @ 1720 Pleasant Ave.	20	1,020	Tree	Small Branch
2	6/14/2017	8:39 AM	0	Half of Q Center, Stonehedge corridor, Hawkins Ct.,Keim Trl.,Keim Ct., First Street area and area west of 1st Street down Illinois Street	333/334	Boring contractor hit 1 phase primary cable in front of 1405 Keim Trl. Isolated damaged cable, closed n.o. & refused at switchgear.	950	0	Others	Dig-In
2	6/14/2017	8:39 AM	46	Hawkins Ct. Keim Trl. Keim Ct.	334	Boring contractor hit 1 phase primary cable in front of 1405 Keim Trl. Isolated damaged cable, closed n.o. & refused at switchgear.	53	2,438	Others	Dig-In
3	6/22/2017	9:18 PM	77	N. 5th Ave.	314	Blown 15K fuse on transformer. Blown arrestor. Caused 313/314 breaker to operate & ground pick up on 311/312. Removed arrester lead, tested transformer and refused transformer.	6	462	Equipment	Arrester
3	6/22/2017	9:18 PM	0	N. 5th Ave., half of Q Center, Route 25 corridor from downtown to Woods of Fox Glen + Cedar Street area	313/314	Blown 15K fuse on transformer. Blown arrestor. Caused 313/314 breaker to operate & ground pick up on 311/312. Removed arrester lead, tested transformer and refused transformer.	450	0	Equipment	Arrester
4	6/27/2017	12:10 AM	198	Jewel @ Randall Rd. and Prairie St.	614	Shut off power - replaced aged transformer on a scheduled outage and restored power	1	198	Scheduled	SCMEU
						Total of Interrupted Minutes		**4,118**		
						Total SAIDI*	**0.264**			
						Total of ComEd Interrupted Minutes		**0**		
						Total SAIDI without ComEd	**0.264**			
						*System Average Interruption Duration Index (SAIDI)				

ST. CHARLES SINCE 1834	**AGENDA ITEM EXECUTIVE SUMMARY**	Agenda Item number: 3.b
	Title:	Active River Project Update – Information Only
	Presenter:	Chris Adesso

Meeting: Government Services Committee Date: July 24, 2017

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 5, 2017 – Task Force Meeting Minutes * June 19, 2017 – 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 5, 2017

Members Present: Chair. John Rabchuk, Chris Adesso, Rick Brems, Holly Cabel, Jim Enck

Members Absent: Trish Beckjord, Chris Bong, Monica Meyers, John Wessel

Others Present: Tom Anderson, Tony Zehnder, Isabel Soderlind

1. Call to Order

The meeting was convened by John Rabchuk at 8:05 a.m.

2. Minutes Review and Approval

Motion was made to accept and place on file the minutes of the May 15, 2017 Active River Task Force meeting minutes.

Motion by Holly Cabel second Rick Brems, to accept and place the minutes on file.

Voice vote: Ayes: unanimous; Nays – None Absent: T. Beckjord, C. Bong, M. Meyers, J. Wessel

Motion carried at 8:05 a.m.

3. Member Organization Updates

A. St. Charles Park District

i. Status of Boy Scout Island (Parking & Boat Expansion)

Holly Cabel updated the committee on this project. The additional boat slips and affiliated parking lot project at Boy Scout Island won't be completed until this fall. Kayaks were picked up last week and should be out sometime this week.

ii. Engineering Feasibility Study Presentation to the St. Charles Park Board

Park Board Commissioner presentation is still scheduled for Tuesday, July 11, 2017. The presentation will be similar to that being given to the Government Services Committee meeting June 26.

B. City of St. Charles

i. Engineering Feasibility Study Presentation at the Government Services Committee meeting, Monday, June 26, 2017 at 7:00 p.m.

a. WBK Feasibility Study Update (Engineering and construction estimates.)

Chris Adesso met with Greg Chismark a few weeks ago regarding the Feasibility Study presentation for the Government Services Committee meeting. They are currently working on the Executive Summary for the

meeting. Greg is firming up the cost estimates and some of Shipley's concepts. All items, including supporting documents, will need to be submitted by the end of this week. There have not been any additional changes to the feasibility study at this point.

The Government Services Committee presentation will include:

- The project is feasible.
- The relocation of the dam is feasible.
- Present estimated Design Engineering costs for the project.
- Present estimated construction costs.

John Rabchuk and Holly Cabel will be meeting with Mark Koenen, City Administrator this Wednesday. John was hoping to have some of cost estimates for his meeting with Mark Koenen, but these have not been firmed up yet.

Mark has not responded to the request of adding the extra Active River Project item to the June Government Services Committee meeting. The item would be an opportunity to discuss the next steps for the project, now that the result of the feasibility study is in.

Holly Cabel recommended preparing and coordinating the same "next step" message for the Government Services and Park District Board meetings if one of the Council/Board members or residents in the audience ask the question.

Discussion ensued on the City's position of the project, moving forward, etc.

b. Reference Hitchcock Plan – 2015 Amended River Corridor Master Plan (October 2015)

As mentioned at the last meeting, this is a "different" on-going type of project that requires the expertise of a professional business group i.e., an enterprise group who will manage the implementation of the plan.

If the City of St. Charles, St. Charles Park District and Kane County Forest Preserve worked together on this project it will increase the chances of obtaining significant grant monies. In addition, other local organizations may want to sponsor and partake in the smaller projects e.g., children's splash park, climbing wall, etc., similar to the Bob Leonard Walk.

John Rabchuk would like to review Hitchcock's original plan at the Wednesday with Mark. At this point the Active River Project Task Force has completed the preliminary items Hitchcock outlined in the plan, but he would like to get Mark's opinion on the next steps of the plan i.e., create a professional management group that would run the public outreach, marketing and fundraising efforts.

Holly Cabel left the meeting at 8:45 a.m.

C. River Corridor Foundation

Last week, John Rabchuk had an informal meeting with Joe Salas, owner of the Hotel Baker. John mentioned it was a very positive meeting. Mr. Salas supported the Active River Project and he was very excited to hear there may be a walkway

underneath the west side of the Main Street bridge. In addition, Mr. Salas was also considering starting a new computer programing business here in St. Charles and the Active River Project would attract new hires to the city.

4. Update on Second Meeting with Potential Corporate/Philanthropic Funding Source

On June 23, John Rabchuk has another meeting with the corporate sponsor and philanthropic funding source. Both these groups however are anxious to know whether the City will be supporting the project.

5. Marketing, Publicity and Community Outreach

A. Potential for Active River Website and/or Facebook

Rick Brems reviewed the original Hitchcock plan. This task force has touched upon many of the items slated for 2017, with the exception of the public relation items Hitchcock had documented in the plan. Hitchcock has the knowledge and correct contacts to move this project forward. Rick Brems recommended the following strategies to increase community outreach.

1. Enlist the cooperation and endorsement of the businesses in town, including Downtown Partnership and Chamber of Commerce or have a representative from each of these groups on the Task Force.
2. Meet with aldermen one-on-one to promote the project.
3. Meet with influential people in town to get their endorsement on the project.
4. Update any “new” information on the Facebook page, etc.
5. Create a public relations plan.
6. Inquire on grant cycles and apply for more grants.
7. Create an Active River Project website independent of the link on the River Corridor website. Include new information and videos endorsements from a variety of influential people in town. There is a Facebook page where this could be posted.

Discussion took place.

Bottom line, it will be important to know this project is part of the City’s vision moving forward.

B. Pottawatomie Garden Club Presentation

A presentation to Pottawatomie Garden Club is scheduled for Monday, July 24, 2017, from 1:00-1:45 p.m. at Baker Methodist Church.

6. Other

A. Update on the Wind Emotion Sculpture on Route 31.

The lighting for the sculpture is still not connected. The Electric Utility is working on rebuilding the streetlight base. Once the base is completed the power to the sculpture

lights will be connected. Chris Adesso anticipates this will be completed by the end of the week, weather depending.

The County insisted on an additional plaque on the riverwalk but it broke. The new plaque should arrive by mid-June. Boulders are in but the location needs to be determined. Once the landscaping plan is selected and finalized, Chris Adesso will present it to Council. Mr. Adesso did request low irrigation /drought resistant landscape be utilized around the sculpture.

7. Adjourn

The next meeting is scheduled for June 19 at 8:00 a.m. at the Baker Memorial Community Center; meetings will occur every 2 weeks moving forward.

Meeting was adjourned at 9:12 a.m.

MINUTES
ACTIVE RIVER TASK FORCE MEETING
ST. CHARLES
JOHN RABCHUK, CHAIRMAN
JUNE 19, 2017

Members Present: Chair. John Rabchuk, Trish Beckjord, Rick Brems, Jim Enck

Members Absent: Chris Adesso, Chris Bong, Holly Cabel, Monica Meyers, John Wessel

Others Present: Tom Anderson, Phil Held, Ed Werneke, Isabel Soderlind

1. Call Meeting to Order

The meeting was convened by John Rabchuk at 8:05 a.m.

2. Minutes Review and Approval

Motion was made to accept and place on file the minutes of the June 5, 2017 Active River Task Force meeting minutes
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Motion by Jim Enck second by Rick Brems, to accept and place the minutes on file.

Voice vote: Ayes: unanimous; Nays – None Absent: Chris Adesso, Chris Bong, Holly Cabel, Monica Meyers, John Wessel

Motion carried at 8:05 a.m.

3. Engineering Feasibility Study

A. Review Executive Summary and Cost Estimates for Design Engineering and Construction

John Rabchuk was anticipating either Chris Adesso or Greg Chismark would be present to give a brief summary of the Executive Summary and relative costs being presented at the June 26, 2017 Government Services meeting. Unfortunately, both Chris and Greg were unable to attend this meeting. At this point in time, John Rabchuk did not have any additional information regarding the feasibility study.

(Later: Greg Chismark from WBK was able to join the meeting at 9:15 a.m., after the meeting was adjourned, and presented some of the graphics which will be included in the Executive Summary and his presentation of the Engineering Feasibility Study to the Government Services Committee.)

The Government Services Committee presentation will focus primarily on the Feasibility Study. The packet will include concept drawings and related estimated costs for design engineering (DE) and construction engineering (CE). John Rabchuk was unsure how many concept drawings would be included in the presentation. The Government Services Committee packet would not be available to the public until

Friday, June 23. If John Rabchuk received any information earlier than the 23rd, he would distribute it to the Task Force members as soon as he received it.

No recommendation will be made at the presentation unless asked. Several initiatives however may be proposed after the presentation:

1. As discussed last year, tour downtown Greenville, South Carolina, to view their river project and the economic impacts it has made on the town.
2. Have Chris Minick, City of St. Charles Finance Director, and Cathy Camm, Superintendent of Finance & Administration, from the St. Charles Park District research potential funding opportunities for the project.

Illinois' financial situation and the approval of a budget is another variable that may have significant impact on many projects here in the city as well as the state.

Holly Cabel and John Rabchuk met with Mark Koenen on Wednesday, June 7, 2017 to discuss the Active River Project. John briefly described the meeting. His impression was if the project moved forward the City and Park District would work on construction project monies and grant opportunities and the Active River Project Task Force would focus on raising funds from philanthropic and corporate organizations. This may include a private professional group that can generate marketing materials, publicity and raise private funds.

B. Review FAQ list to aid discussion with aldermen, Park District commissioners and River Corridor Foundation

John Rabchuk composed two documents, a Memorandum and a FAQ list, to clarify any questions the aldermen may have on the project. The documents have been attached to the Government Services Committee packet and will be included with the Park District and River Corridor Foundation presentation. Comments he received from the Task Force members were incorporated into the final copy of the FAQs.

8:19 Trish Beckjord excused herself from the meeting.

4. Marketing, Publicity and Community Outreach

A. Presentation aides for the Engineering Study

The Task Force brainstormed ideas on how they could better prepare before and after the meeting. The following items were discussed:

1. Government Services Committee Chair. Payleitner is lobbying for other aldermen and will make a couple of comments during the meeting.
2. Once the Government Services Committee packet is posted, the Task Force can download the Active River Project item from the website and distribute it to others within the community.
3. Contact the press and notify them that this item will be presented at next Monday's Government Services Committee meeting.
4. Create a press release on the presentation to distribute after the meeting.

Rick Brems suggested copies of the public relations flyer be distributed to the alderman just before or after the meeting.

Phil Held and John Rabchuk recommended posting the Active River Project on Facebook the day after the meeting with the drawing(s), bullet points on the feasibility study findings, any related cost estimates, Memorandum and FAQ sheet. This could also be posted on Facebook after Monday's meeting. The concept drawing(s) will be on the City's website.

John Rabchuk anticipates that the Facebook posting and an article in the Herald will generate exposure and comments from the public.

B. Potential for Active River website and/or Facebook

The Task Force discussed the potential for creating its own Active River Project website independent from the River Corridor Foundation. Rick Brems has a meeting with a web developer to discuss the creation of a website or recommendations on how they could improve the current site. The developer however does not maintain the website.

The Task Force also discussed imbedding a short video clip on Facebook and the website regarding the project.

C. Presentation to Pottawatomie Garden Club

A presentation to Pottawatomie Garden Club is scheduled for Monday, July 24, 2017, from 1:00-1:45 p.m. at Baker Methodist Church. John Rabchuk reminded everyone that an updated presentation will need to be created.

5. Member Organization Updates

A. City of St. Charles Park District

The Engineering Feasibility Study presentation to the St. Charles Park Board is still scheduled for Tuesday, July 11, 2017, at 7:00 p.m. The presentation will be similar to the one being given at the June 26 Government Services Committee meeting.

B. City of St. Charles

Engineering Feasibility Study Presentation at the Government Services Committee meeting, Monday, June 26, 2017 at 7:00 p.m. (Discussed under item 3A above.)

C. River Corridor Foundation

The Engineering study presentation to River Corridor Foundation (RCF) on Wednesday, July 19, 2017 at 7:30 a.m.

John Rabchuk also distributed the Memorandum and FAQ list to all the members of the River Corridor Foundation via email.

6. Update on Second Meeting with Potential Corporate/Philanthropic Funding Source

John Rabchuk has another meeting with the corporate sponsor and a philanthropic funding source on June 23, 2017, the Friday before the Government Services Committee meeting.

John will be introduced to the corporate sponsor's new president of the west region. The focus of the meeting will be to introduce the project concept to the new president and continue discussions on how they can participate in the project.

In addition, John Rabchuk recently heard from another local philanthropic group that had previously attended these meetings. They indicated they were still very interested in supporting this project even though they have been unable to attend the last few meetings.

Funding from these private sources and the Dunham Foundation could raise money for the design engineering portion of the project. CMAP could also be another funding source that should be researched as a potential funding source.

7. Other

A. Update on the Wind Emotions Sculpture

The plaques, for the boulders, still need to be completed. The boulders were delivered to public works, but there have been some issues with the actual signage. The grant monies will not be released until the signage is completed.

Per John Rabchuk, the City has monies in this year's fiscal year for the Active River Project; some of this money will be utilized to complete the Wind Emotions area.

B. Gratitude Sculpture and Splash Park

The River Corridor Foundation has also made a donation towards the Gratitude Sculpture.

The Task Force also discussed a creating a children's splash park as part of the Active River Project, something similar to the splash area at Peck Farm in Geneva. They also discussed possible locations for the park: (1) near the Fox sculpture north of the existing Police Station; (2) triangular piece of property south of the Harris Bank; (3) extension of the 1st Street Plaza, south of the old Manor restaurant. St. Mary's Park was another location discussed but Phil Held mentioned the children's "Treehouse" project is being proposed for the St. Mary's Park.

8. Adjourn

The next meeting is scheduled for July 10 at 8:00 a.m. at the Baker Community Center. Moving forward, the Task Force will meet on the 2nd and 4th Monday of every month.

Meeting was adjourned at 9:02 a.m.

ST. CHARLES SINCE 1834	**AGENDA ITEM EXECUTIVE SUMMARY**	Agenda Item number: 3.c
	Title:	Tree Commission Minutes – Information only
	Presenter:	AJ Reineking

Meeting: Government Services Committee Date: July 24, 2017

Proposed Cost: $ N/A	Budgeted Amount: $ N/A	Not Budgeted: ☐

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

A duty of the Tree Commission is to advise and consult with the Government Services Committee. The May 11, 2017 Tree Commission meeting minutes are attached.

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

* Tree Commission Minutes – May 2017 meeting minutes.

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

For information only.

MINUTES
CITY OF ST. CHARLES
TREE COMMISSION MEETING
RALPH GRATHOFF, CHAIRMAN
May 11, 2017

Members Present: Chair. Ralph Grathoff, Kathy Brens, Jon Duerr, Raymond Hauser, Suzi Myers, Pam Otto, Caroline Wilfong

Members Absent: Valerie Blaine, Ron Ziegler

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

Visitors Present: Heather Goudreau, Loren Nagy

1. Call to Order & Pledge of Allegiance

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

2. Introduction of Visitors, Comments and Concerns

Ms. Goudreau and Mr. Nagy were welcomed by the Commissioners.

Comm. Brens expressed concern about a dead tree by the St. Charles History Museum that she understood would not be replaced. Mr. Reineking stated the City had planned to replace the tree tomorrow, May 12, 2017.

3. Minutes Review and Approval

Motion to approve and place into the public record the minutes of the April 13, 2017 Tree Commission meeting. Motion by Comm. Duerr, second by Comm. Brens to approve the minutes. Voice vote: unanimous; nays – none. Motion carried at 7:04 p.m.

4. Old Business

A. Arbor Day Recap

Mr. Reineking thanked everyone for their participation in the annual Arbor Day celebration. He noted Mrs. Tieche's retirement from Munhall School, as she has been a primary participant in the City's Arbor Day celebrations for several years. Comm. Otto stated there are other school groups that may want to participate instead of the Munhall School students. For example, there is an Earth Savers Club at Norton Creek Elementary School and a Woods Club at Wild Rose Elementary School. The Commissioners and staff were impressed with the level of interest and involvement of the principal and teachers at Davis Primary School during the tree planting; perhaps they may participate in next year's Arbor Day celebration in Lincoln Park.

5. New Business

A. Transition to Natural Resources Commission

Chair. Grathoff began the discussion regarding the Tree Commission's transition to a Natural Resources Commission [NRC]. A mission statement for the NRC was reviewed by the City Council and the Commission could move forward with a plan and an outline of action items.

Mr. Adesso indicated the staff would work on the necessary code revision[s] to effect the Commission's transition to a NRC. Staff will have a draft ready for the next Tree Commission meeting.

Comm. Otto noted parameters might be important to have, but could be relatively broad so the NRC is not restricted in its scope by ordinances. Mr. Addeso and Comm. Otto noted trees should remain the primary focus of the NRC as it is important to maintain St. Charles' Tree City USA certification. Comm. Otto stated the NRC could decide what to undertake based on how much time could be spent by the Commissioners and if the number of members were to increase. Mr. Nagy commented on the

use of the word "sustainability" which may be too broad if used in connection with the NRC's activities.

Comm. Duerr noted de-icing salt getting into the river and on the parkway trees may be a potential issue for the NRC, balancing street / driving safety with environmental concerns. Mr. Adesso explained the NRC could work with the City Council to provide input with the goal of balancing green practices with the quality of services the City provides, such as sensible salting.

Comm. Duerr commented that he was impressed with the level of work and environmental planning the City has done with regard to the 7th Avenue Creek and State Street Creek. Mr. Adesso confirmed Public Works Engineering staff is working on a watershed plan and storm sewer plan.

Mr. Nagy inquired if any study has been done regarding the loss of Ash trees, which are high water consumption trees, in connection with increased stormwater runoff. Mr. Adesso explained that there are detailed stormwater ordinances in place at the county and municipal levels, but the NRC could provide commentary.

Mr. Adesso stated the NRC could be expanded to more than nine members [the current number of Tree Commissioners] as long as there are an odd number of members. A proposal regarding the number NRC members, the number of meetings the NRC would have and some of its key initiatives could be presented to the City Council. If the number of members were increased, those who are interested in joining the NRC could submit an application to the City; new members are then appointed by the Mayor.

Comm. Duerr suggested the NRC might have different divisions such as trees, stormwater, public health, etc. The members of the NRC could vote on issues they wish to pursue. Comm. Otto noted the Tree Commission currently has a separate Education Committee, for example. Comm. Brens requested confirmation that meetings by committees within a commission would not violate the Open Meetings Act. The Open Meetings Act states "deliberation of public matters" constitutes a public meeting.

Mr. Adesso commented the City is a involved in a green pact with other municipalities. A chloride study is also being conducted by an outside environmental firm. He extended an invitation to the Commissioners to come to the Public Works office to discuss these topics of anyone is interested in obtaining more information.

6. Committee Reports

A. Education Committee

Comm. Myers thanked everyone who went to Davis Primary School to read and interact with the students for Arbor Day. The Public Services tree crew was great and enjoyed talking with the children.

Comm. Wilfong commented on a documentary entitled The Edible Schoolyard about school children growing, cooking and eating food grown at on the grounds of the school featured in the documentary.

Comm. Otto reported there will be an aquaponics system installed at Hickory Knolls in collaboration with FONA International Inc. of Geneva.

B. Langum Park Clean-Up

None.

7. Communications - Approval of Public Services Division Tree Activity Reports April 2017

Motion by Comm. Brens to approve the above-referenced reports and place into the public record, second by Comm. Myers. Voice vote: unanimous; nays – none. Motion carried at 7:50 p.m.

8. Additional Items

A. Commissioners

The Commissioners discussed various recycling programs for school books and supplies such as Locker Leftovers. Haines Middle School recently donated 150 boxes of books from the school library. The books and materials are made available to any area school, bible school, after school programs, etc. that can use them.

B. City Staff

Mr. Adesso described an organization that recycles corporate materials. Repurpose Materials, Inc. has a wide variety of items available for resale that include steel roofs, plastic bins and large cargo nets, for example.

Mr. Reineking informed the Commissioners a blog article was posted on the City's website regarding the Urban Forestry Management Plan. He encouraged the Commissioners to submit blog articles as well.

C. Visitors

None

9. Adjournment

Motion by Comm. Myers to adjourn the meeting, second by Comm. Otto. Voice vote: unanimous; nays – none. Motion carried at 8:05 p.m.

ST. CHARLES SINCE 1834	**AGENDA ITEM EXECUTIVE SUMMARY**	Agenda Item number: 4.a
	Title:	Dash in the Dark 5K – Information only
	Presenter:	Chief Keegan

Meeting: Government Services Committee	Date: July 24, 2017	
Proposed Cost: N/A	Budgeted Amount: $	Not Budgeted: ☐

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

This special event application was received on June 1, 2017 and the special event committee met with the event coordinator on June 20th.

This event is in its 5th year and is planned to take place on Saturday, September 9, 2017, from 6 p.m. to 9 p.m. The 5K is a fundraiser for the local Fox Valley Rugby Club. The event will begin and end in Pottawatomie Park. Approval by Committee or Council is not needed as no City services are required for this event and the event does not involve any road closures; however, the Special Events Committee wanted to communicate the details of this event on a "for your information" basis so all are properly informed of what will take place this year. Any expenses incurred will be paid in full by the event sponsor.

The event sponsor will be sending out an informational letter to residents of the Timbers subdivision, as well as other residents and businesses affected by this route, informing them of this event. Consideration will also be given to residents in the area while amplification is in use.

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

None

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

Information purposes only

ST. CHARLES SINCE 1834	**AGENDA ITEM EXECUTIVE SUMMARY**	Agenda Item number: 4.b
	Title:	Recommendation for Approval of Amplification (North HS only), Closure of Parking Lot "B", and IDOT Resolutions for the Closure of Main St. (Route 64) from 6th Street to 2nd Avenue for Two High School Homecoming Parades
	Presenter:	Deputy Chief Kintz

Meeting: Government Services Committee Date: July 24, 2017

Proposed Cost:	**STC East Parade** **PW:** $3,477.39 **EMA:** $285.00 **PD:** $3,473.74 **TOTAL:$7,236.13**	**STC North Parade** **PW:** $3,477.39 **EMA:** $285.00 **PD:** $3,473.74 **TOTAL:$7,236.13**	Budgeted Amount: $	Not Budgeted: ☐

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

Both the St. Charles East and North High School special event applications were received on June 13, 2017.

The Special Event committee has met with members of both schools and reviewed the applications for the 2017 high school homecoming parades. North High School's Homecoming parade will be held on Friday, September 22, 2017 and East High School's Homecoming parade will be held on Friday, October 13, 2017. Both parades commence at 1:00 p.m., lasting approximately one half hour.

Both schools have requested the closure of Municipal Lot "B", the parking lot behind Chord on Blues, to better facilitate the parade logistics. An amplification permit has been requested by North High School, only, for a DJ to play music and announce each entry as they pass by the Municipal building.

Both high schools have requested the tradition continue by having the parades on Main Street from 6th Street to 2nd Avenue. Both parade routes will be traveling west to east.

Public Works will set up three garbage cans in the "set-up" parking lot across from the D303 Administration building and three garbage cans in Municipal Lot "B". They will also participate in the parade with one of their vehicles.

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

Resolution

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

Recommendation to approve amplification (North HS only), Municipal Lot "B" closure, and IDOT Resolution for the closure of Main Street (Route 64) from 6th Street to 2nd Avenue for two High School Homecoming parades on September 22 and October 13, 2017.

City of St. Charles, Illinois

Resolution No. _____

A Resolution Requesting the Closure of Routes 64 and 31 for the St. Charles East and North High School Homecoming Parades

Presented & Passed by the
City Council on _____

WHEREAS, the St. Charles North and East High Schools are sponsoring a Homecoming Parade in the City of St. Charles, and;

WHEREAS, these Parades 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 Friday, September 22, 2017 from 12:45 p.m. to 2:30 p.m. for the St. Charles North High School Homecoming Parade and Friday, October 13, 2017 from 12:45 p.m. to 2:30 p.m. for the St. Charles East High School Homecoming Parade 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.

PRESENTED to the City Council of the City of St. Charles, Illinois, this _____ day of _____ 2017.

PASSED by the City Council of the City of St. Charles, Illinois, this _____ day of _____ 2017.

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of _____ 2017.

_____
Raymond P. Rogina, Mayor

ATTEST:

_____
City Clerk

COUNCIL VOTE:
Ayes:
Nays:
Absent:
Abstain:

ST. CHARLES SINCE 1834	**AGENDA ITEM EXECUTIVE SUMMARY**	Agenda Item number: 4.c
	Title:	Recommendation to Approve Street and Parking Lot Closures and Amplification for the 2017 Scarecrow Festival
	Presenter:	Deputy Chief Kintz

Meeting: Government Services Committee Date: July 24, 2017

Proposed Cost: Police: $18,327.40 Fire & EMA: $2,216.00 PW: $13,486.60 **Total: $34,030.00**	Budgeted Amount: $	Not Budgeted: ☐

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

This special event application was submitted on June 13, 2017. The special event committee met on June 29th to discuss the event with members of the St. Charles Convention & Visitors Bureau and Ravenswood Events.

The 2017 Scarecrow Festival will be held on October 6-8, 2017. The event continues to be sponsored by the St. Charles Convention and Visitors Bureau, with the coordination being handled through Ravenswood Event Services. Both have made application through the special events process and met with the City's special events committee.

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.

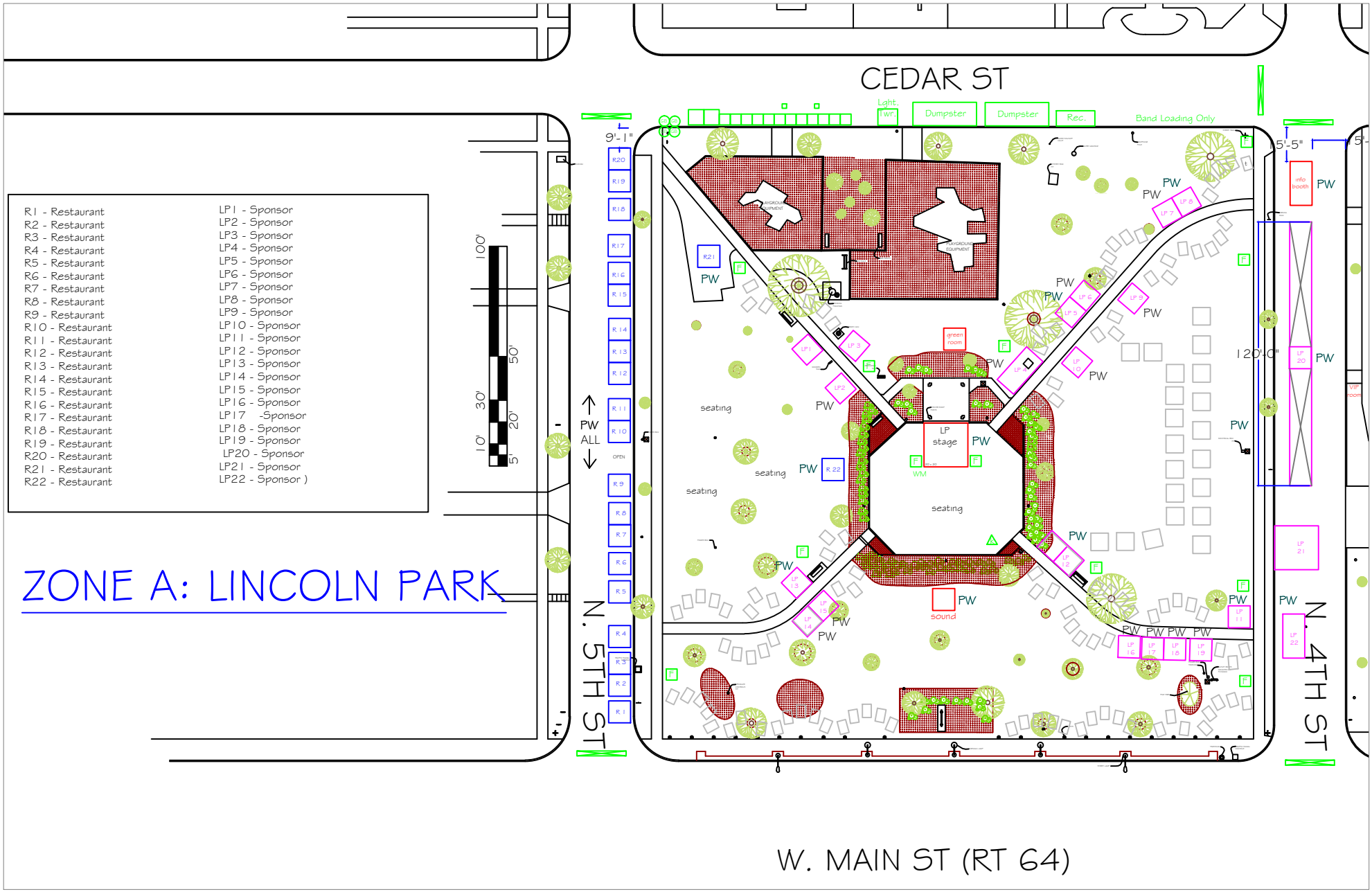
Event coordinators are also requesting permission to use directional signage on the public parkway and use of sound amplification during the event. The Police Department requests authorization to modify the planned use area where it is operationally necessary.

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 2017 Scarecrow Festival.



R1 - Restaurant
R2 - Restaurant
R3 - Restaurant
R4 - Restaurant
R5 - Restaurant
R6 - Restaurant
R7 - Restaurant
R8 - Restaurant
R9 - Restaurant
R10 - Restaurant
R11 - Restaurant
R12 - Restaurant
R13 - Restaurant
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R18 - Restaurant
R19 - Restaurant
R20 - Restaurant
R21 - Restaurant
R22 - Restaurant

LP1 - Sponsor
LP2 - Sponsor
LP3 - Sponsor
LP4 - Sponsor
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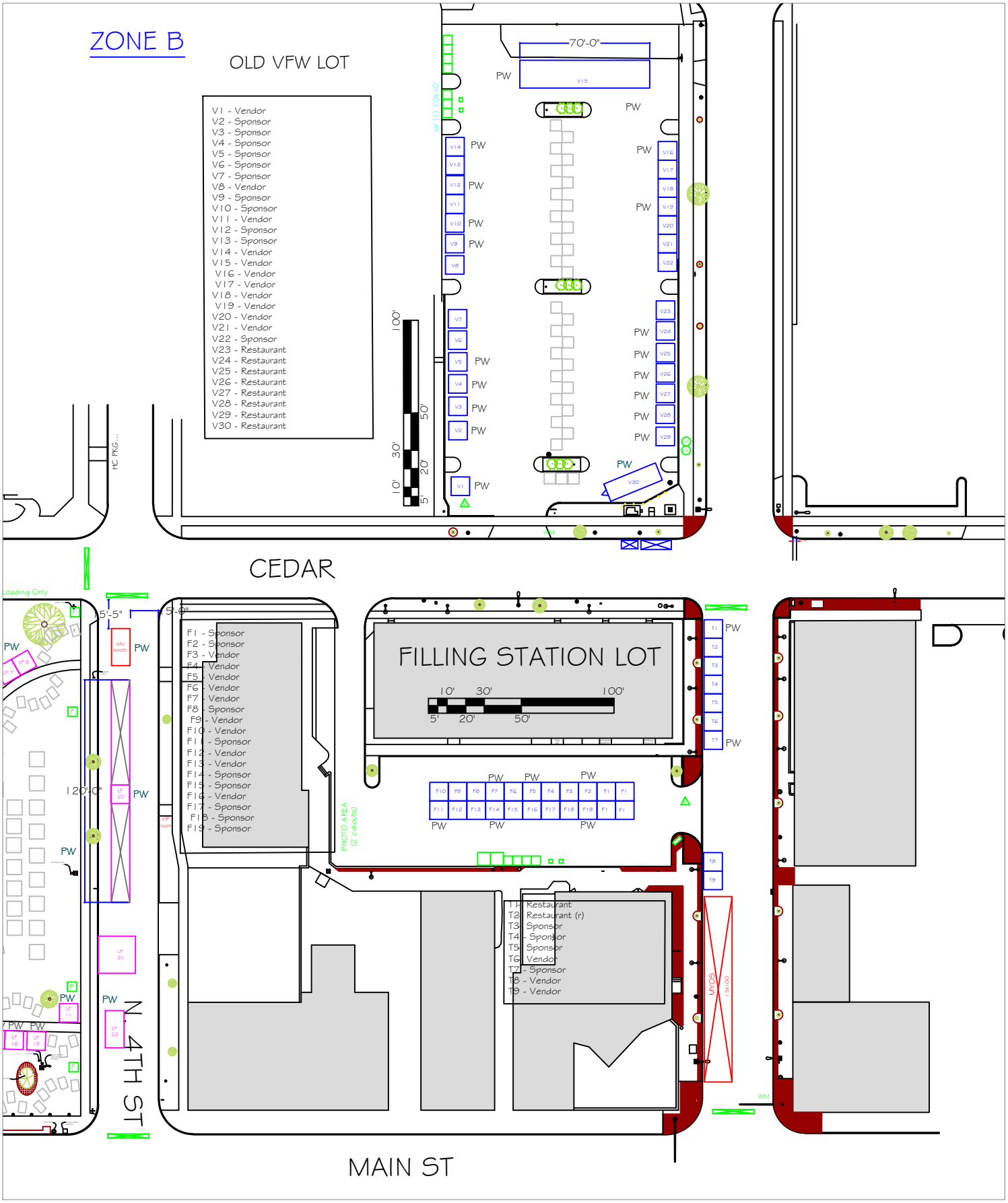
LP17 -Sponsor
LP18 - Sponsor
LP19 - Sponsor
LP20 - Sponsor
LP21 - Sponsor
LP22 - Sponsor)

ZONE A: LINCOLN PARK

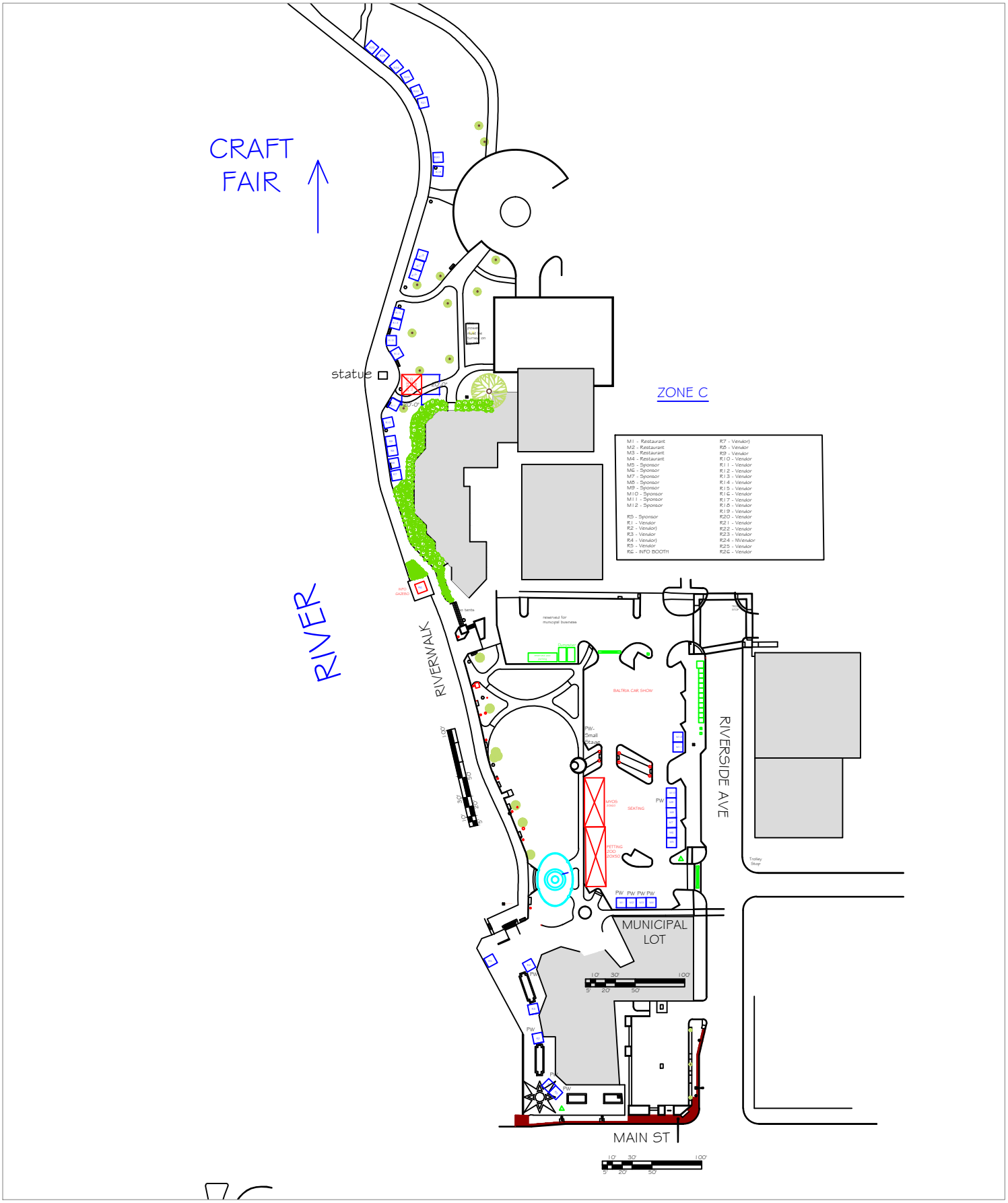
St. Charles Scarecrow Fest 2017

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



St. Charles Scarecrow Fest 2017

Address: 316 Cedar St, St. Charles, IL 60174



St. Charles Scarecrow Fest 2017

Address: 101 N. Riverside Ave, St. Charles, IL 60174

Updated: 6/2/17

Street Closings, Parking Lot & Designated Handicapped Parking Requests
St. Charles Scarecrow Fest
October 6-8, 2017 (including set-up October 4 & 5, 2017)

Street Closing, Temporary One-Way, Handicapped Parking Requests:
East of Fox River

1. Handicapped Parking: First 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 Armand's & Warehouse Antiques designated Handicap Parking: Friday 6 am to Sunday 6pm. (Signs need to be posted on Thursday).
3. The two 30 minute parking spaces at 10 State Avenue in front of Door #1 designated as "POLICE RELATED Business Parking Only" from Fri at 6am through Sun at 6pm.
4. No Parking on 2nd Ave between State Ave and Cedar Ave (Trolley Route and stops)
5. No Parking on Cedar Ave between Riverside and 2nd Ave (Trolley Route and stops)
6. No Parking on State Ave between Riverside and 2nd 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 – 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 4th & 5th St Thu 5am to Sun at 11pm. (Soft closure thu, fri, sun. Hard closure on Saturday).
5. 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.)
6. 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).
7. Handicapped Parking: East side of 3rd St. between Cedar St. and Rt. 64 Fri 6am to Sun 10pm.
8. 6th Street at State Street… temporary NO parking on N 6th Street east side near State Street to allow radius turn for trolley.
9. Cedar Street at 3rd street, north side. Temporary NO parking in first three parking spots from corner to VFW lot entrance – for food storage trucks.

Updated: 6/2/17

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 Wed 6am to Sunday 10pm for Windy City Carnival.
2. Old VFW lot Wednesday at 6am to Monday at 12pm.
3. Old St. Charles Court lot on north Third St., west side, between west Main and Cedar Streets, Wednesday at 6am to Sun 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. Cedar Street at 3rd street, north side. Temporary NO parking in first three parking spots from corner to VFW lot entrance – for food storage trucks.
3. Municipal Lot (north west end, per map). Temporary NO parking in first few parking spots – to accommodate dumpster and petting zoo vehicle.
4. Permission to use land along the Freedom Walk from Main Street bridge north to Pottawatomie Park for vendors.
5. Permission to use walkway/courtyard to the south and west of the Municipal Center for children's activities and select vendors.
6. Permission to place tents on Fourth Street between Main and Cedar Streets, west side.
7. Permission to place tents on Fifth Street between Main and Cedar Streets, east side – flush against the park.
8. Permission to place activities on Cedar street, between 4th and 5th. Activity will change daily, so street will be clear overnight.

Scarecrow Festival 2016: October 6-8 (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.

Event Days

Friday and Saturday October 6 and 7: 10am-6pm; (Lincoln Park to remain open until 9pm)
Sunday, October 9: 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 Charlestown Mall Shopping Center to Riverside Ave. East of the river from Haines and Thompson Middle Schools to St. Patrick's Church.

Updated: 6/2/17

PROPERTY BEING REQUESTED FOR VENDING/SPONSOR AREAS:

- Lincoln Park
- 5th Street from Cedar to Main
- 4th Street from Cedar to Main
- 3rd 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 only)
- Commercial Riverwalk from Main Street to Pottawotamie Park

ST. CHARLES SINCE 1834	**AGENDA ITEM EXECUTIVE SUMMARY**	Agenda Item number: 4.d
	Title:	2017 Walk to End Alzheimer's – Information only
	Presenter:	Deputy Chief Kintz

Meeting: Government Services Committee	Date: July 24, 2017	
Proposed Cost: N/A	Budgeted Amount: $	Not Budgeted: ☐

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

This special event application was received on June 22, 2017 and the committee met with event sponsors to discuss the details of the event on July 6th.

The Alzheimer's Association will be conducting its 3rd annual walk in St. Charles, to raise awareness and funds to cure Alzheimer's care, support, and research. The event will occur on Saturday, September 23, 2017 and set-up will begin at 6:00 a.m. They are expecting approximately 800-900 attendees.

The walk is set for 10:00 a.m. and will travel south through Pottawatomie Park, to Riverside Ave., cross Prairie St. Bridge, go around Mt. St. Mary's Park, return under Prairie, cross the pedestrian bridge, and travel back north on Riverside Ave. to the park. There will be route guides along the path; however no Police services will be needed.

A loudspeaker permit will be obtained and all power will be provided within the Park District property. There were no known issues with last year's event in St. Charles or at any of the additional locations. These events raised a total of $173,000.00 for the association last year.

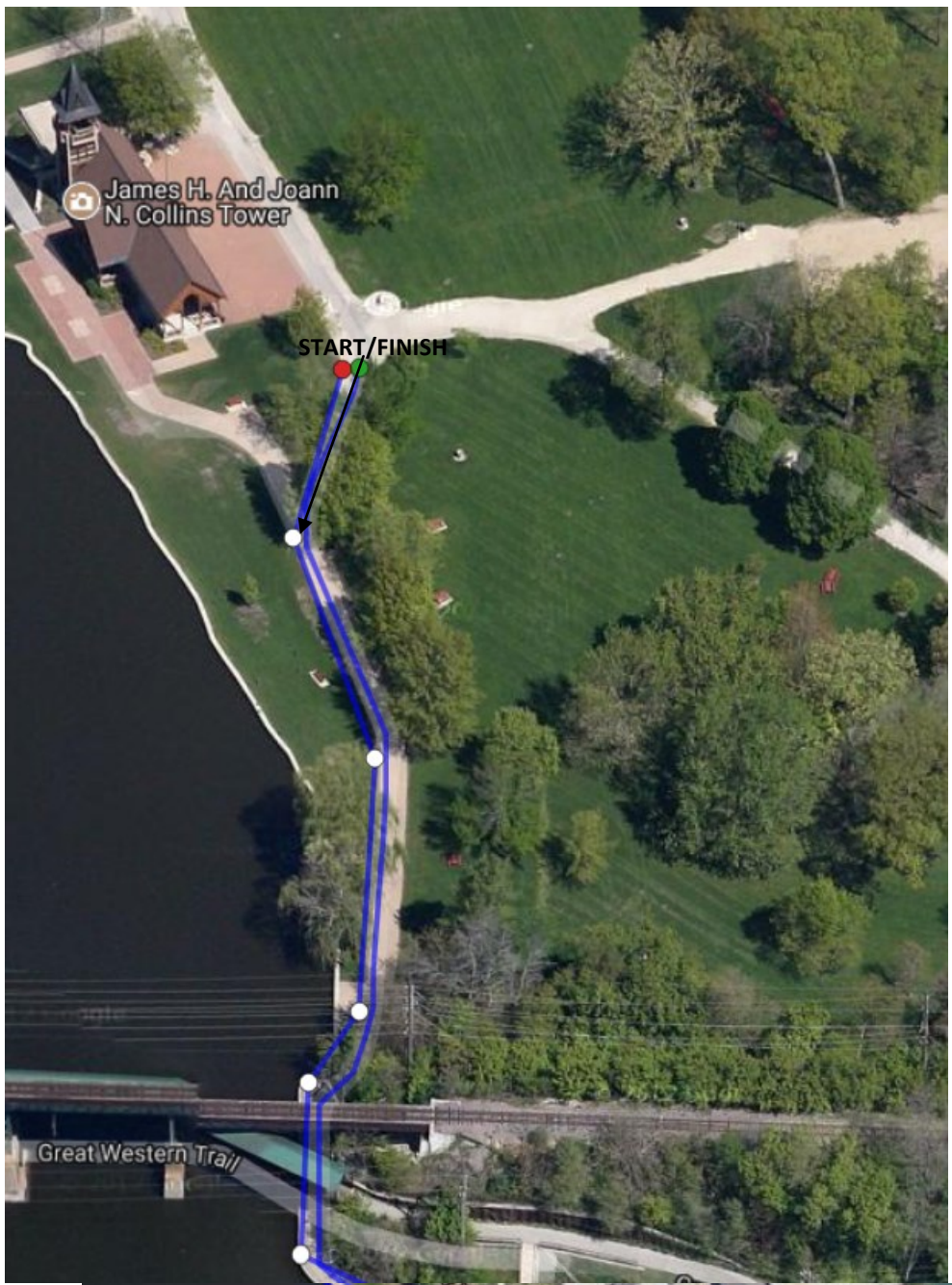
Attachments (*please list*)**:**

* Event Maps

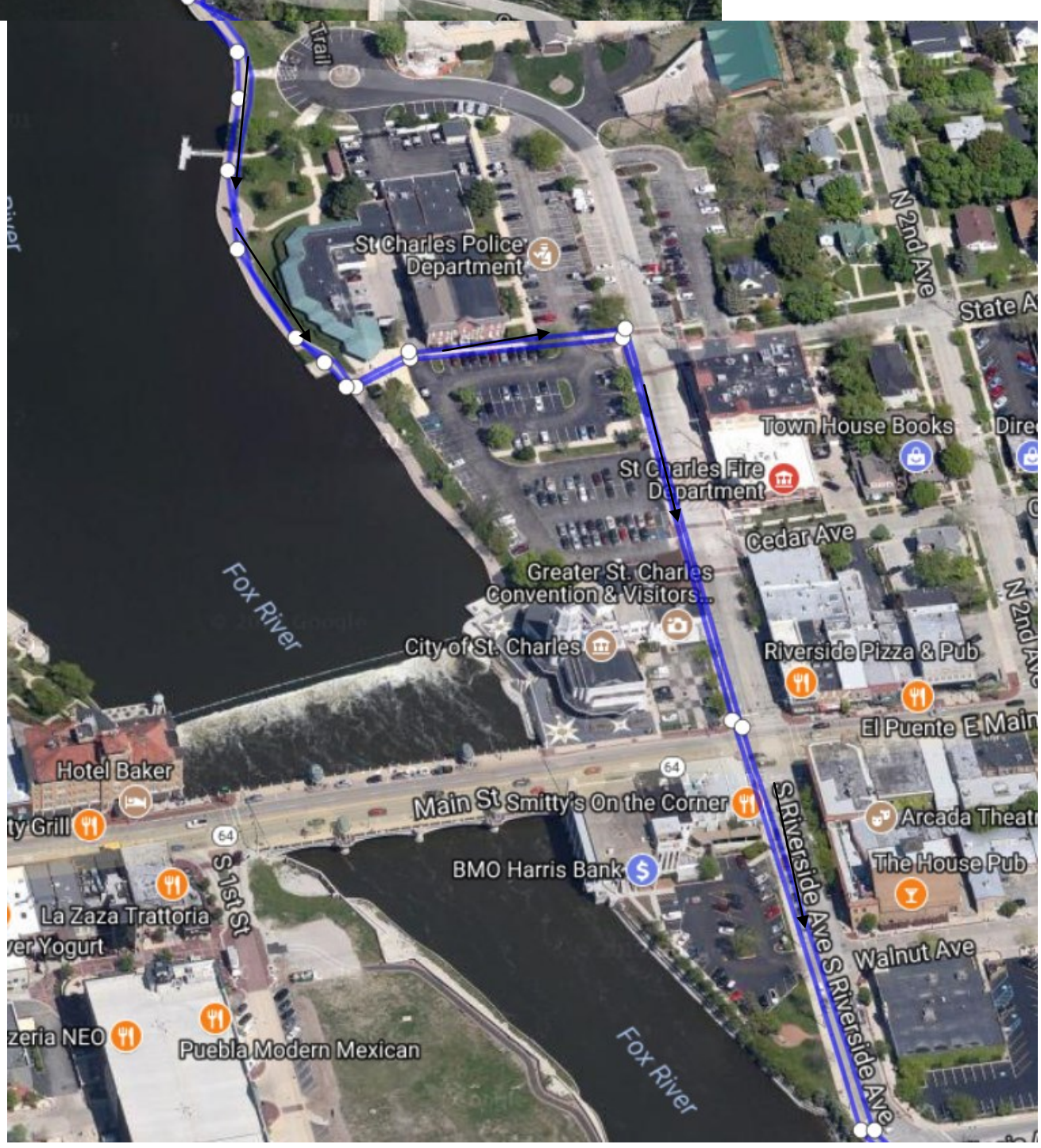
Recommendation/Suggested Action (*briefly explain*)**:**

Information purposes only

2017 St. Charles Walk to End Alzheimer's Route 2.48 Miles
Starting/Finishing at Pottawattamie Park



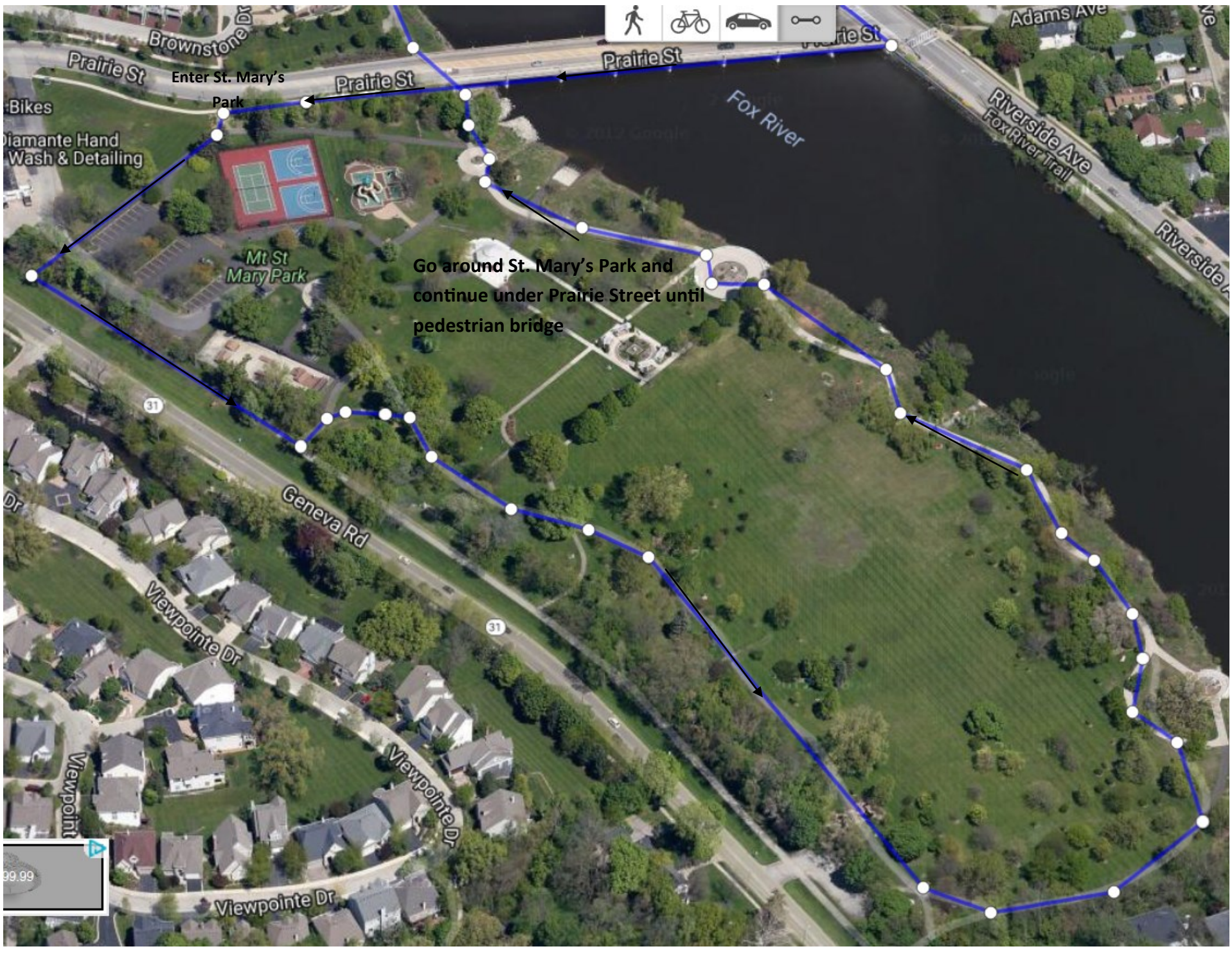
Start and Finish line in same location



Cut around the police station

Continue down Riverside Ave

Illinois Ave
Riverside Ave
St. Charles Chamber of Commerce
Church of God of Prophecy
Indiana Ave
S 2nd Ave
S 3rd Ave
S 4th Ave
Ohio Ave
Hazletine Park
South Ave
Fox River
Fox River Trail
Brownstone Dr
Prairie St
Continue under Prairie Street and make a right onto the pedestrian bridge, then make a left onto Riverside Ave.
Cross and make a right turn onto Prairie Street


Brownstone Dr
Prairie St
Enter St. Mary's Park
Adams Ave
Fox River
Riverside Ave
Fox River Trail
Mt St Mary Park
Go around St. Mary's Park and continue under Prairie Street until pedestrian bridge
Geneva Rd
Viewpointe Dr

Registration
T-shirts
10x10 Champion Tent– 4 tables 2 chairs
Volunteer Check-in 10x10 Tent w/ 4 tables 2 chairs
Chapter Table 2 chairs
Refreshments 10x20
6 tables 4 chairs
EJ 10x10
Promise Flower 10x10 Tent
4 Tables 6 chairs
Kids Zone 10x10 Tent
6 tables 6 chairs
Sponsor expo 2 chairs each table
James H. And Joann N. Collins Tower
DJ—Opening Ceremony
Promise Garden
Start/Finish
Pet Zone

ST. CHARLES SINCE 1834	**AGENDA ITEM EXECUTIVE SUMMARY**	Agenda Item number: 5.a
	Title:	Recommendation to Approve the Legacy Brick Program on Behalf of River Corridor Foundation of St. Charles.
	Presenter:	Chris Adesso

Meeting: Government Services Committee	Date: July 24, 2017	
Proposed Cost: N/A	Budgeted Amount: N/A	Not Budgeted: ☐

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

Several years ago the City approved the River Corridor Foundation of St. Charles' Legacy Brick Program to be conducted on the first phase of the Bob Leonard Walk (Illinois St. to Indiana St.). The Foundation uses this program to raise funds for a multitude of programs and to drive awareness of the organization in and around downtown St. Charles.

The program allows people to donate $100 to the Foundation, and as a showing of gratitude for the donation the River Corridor Foundation installs a Legacy Brick with messaging along the Bob Leonard Walkway. At the onset of the program, City Council approved up to 100 bricks to be installed on Phase 1 of the Bob Leonard Walkway and the Foundation is requesting to remove that limit.

The program has been successful for the Foundation and they would like to request to install additional bricks in Phase 1 and, also expand to program to the Phase 2 walkway, but only directly in front of the If I Could but Fly sculpture in the semi-circular gathering space. The total number of bricks to be installed has not been determined, but it will be consistent with the current installation practices and rate based on donations received from the public. On average, Public Works installed 3 – 5 bricks every two months for the foundation.

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

None

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

Recommendation to Approve the Legacy Brick Program on Behalf of River Corridor Foundation of St. Charles.

ST. CHARLES SINCE 1834	**AGENDA ITEM EXECUTIVE SUMMARY**	Agenda Item number: 5.b
	Title:	Recommendation to Award the Bid for the 2017 Storm Sewer Maintenance Program
	Presenter:	AJ Reineking

Meeting: Government Services Committee	Date: July 24, 2017	
Proposed Cost: $167,500	Budgeted Amount: $167,500	Not Budgeted: ☐

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

The Public Services Division recently issued a bid for the 2017 storm sewer maintenance program. The scope of this program includes the cleaning and camera inspection of approximately 71,000 linear feet of storm sewer and 1,148 catch basins, inlets, manholes and box culverts. The cleaning work will help to ensure the reliability of the City's storm system, and the visual inspections will dictate the City's repair schedule for the next year.

The City received 5 bids to perform this work with United Septic Inc. of Bristol, Illinois being the lowest responsive, responsible bidder. United Septic has performed work for the City in the past and they have the experience, equipment and expertise to perform the work within guidelines of the bid.

Unit pricing was submitted for a one year contract to complete the work in Zones 7 and 11 on the east side of the City. However, the total bid came in over the City's budget amount for this fiscal year. Therefore staff would like to utilize the unit pricing from this bid to complete work in both Zones 7 and 11 up to the budgeted amount of $167,500. The remaining work that is not completed in these zones will be completed as part of next year's program. This is part of a 7 year maintenance cycle to clean and inspect all the storm sewers throughout the community.

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

* Bid Tabulation * Bid Specifications *United Septic Bid Sheet

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

Recommendation to award the bid for the 2017 Storm Sewer Maintenance Program to United Septic Inc. in the submitted bid rates, not to exceed the budgeted amount of $167,500.

Storm Sewer Maintenance and Inspection Bid Tabulation

7/10/17

Company Name:	Address:	Total Bid Cost: Hourly Rate (Heavy Cleaning):
1. United Septic Inc.	1327 W. Beecher Rd. Bristol IL. 60512	$ 231,063.90 $ 350.00
2. Hoerr Construction Inc.	1416 County Rd 200 North Goodfield IL. 61742	$ 305,608.70 $ 450.00
3. National Power Rodding Corp.	2500 W. Arthington St. Chicago IL. 60612	$ 318,056.70 $ 1,000.00
4. Michels Pipe Services; a div. of Michels Corporation	817 West Main St. PO Box 128 Brownsville WI. 53006	$ 322,864.56 $ 355.00
5. Benchmark Construction Co. Inc.	2260 Southwind Blvd. Bartlett IL. 60103	$ 888,587.85 $ 600.00

CITY OF ST. CHARLES

ST. CHARLES
SINCE 1834

INVITATION TO BID

To Provide
Storm Sewer Maintenance & Inspection Services

For The
City of St. Charles, Illinois

Bids Due: July 7, 2017 at 10:30 a.m.

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INVITATION TO BID

Storm Sewer Maintenance & Inspection Services
City of St. Charles

NOTICE IS HEREBY GIVEN that Bidders are invited by the City of St. Charles, Illinois to submit for **STORM SEWER MAINTENANCE & INSPECTION SERVICES**.

The City of St. Charles is seeking qualified contractors with experience and interest to present their qualifications and capabilities to provide Storm Sewer Maintenance Services, including catch basin cleaning and televising services for the City of St. Charles, Illinois.

Bid forms and specifications are available for pick-up at the City of St. Charles, Public Works Facility located at 200 Devereaux Way, St. Charles, IL 60174

Bids are Due and will be accepted until 10:30 A.M. on July 7, 2017 with the following provisions:

1. Bids are to be contained in Sealed Envelopes marked with the Bid Title ("Stormwater Maintenance & Inspection Services"), Bid Due Date and Time.
2. Bids SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED!

Bids shall be submitted to: **City of St. Charles,**
2 E. Main Street
St. Charles, Illinois 60174
Attn: Purchasing Manager

Offers may not be withdrawn for a period of 90 days after bid due date without the consent of the City of St. Charles.

Any bid submitted unsealed or unsigned, received via fax transmissions, electronically or received subsequent to the aforementioned date and time, may be disqualified and returned to the submitter.

The City of St. Charles reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the City.

Bids will be opened publicly at 1:30 PM at the St. Charles City Hall; 2 E. Main Street.

INVITATION TO BID

Storm Sewer Maintenance & Inspection Services
City of St. Charles

Services Summary

The City of St. Charles is seeking bids and statements of qualifications from interested companies for **STORM SEWER MAINTENANCE & INSPECTION SERVICES** in accordance with the attached specifications.

The successful company will provide the above services and in addition provide; customer service support for the City of St. Charles' residents,

A. GENERAL PROCESSING PROCEDURES

The following table outlines the anticipated timeline for bid submission and selection.

Activity	Target Dates	Location
Bid Issued	June 20, 2017	
Mandatory Pre-Bid Meeting	N/A	N/A
Submission of Bids	July 7, 2017	City of St. Charles
Government Services Committee	July 24, 2017	City of St. Charles
Bid Awarded	August 7, 2017	City of St. Charles

B. TERMS AND CONDITIONS

Errors in Bids:
Offerors are cautioned to verify their bids prior to submission. Negligence on the part of the offeror in preparing the bid confers no right for withdrawal or modification of the bid.

By executing the contract, the offeror represents that it has completely informed itself of all conditions under which services are to be performed, the service area(s), and all other relevant matters pertaining to the services as specified herein, including, but not limited to, type of housing, population density, roads, traffic patterns, required collection procedure, labor requirements, and any other factors which would affect the execution and/or completion of the services covered by the contract.

Reserved Rights:
The City reserves the right, at its sole discretion, to use without limitation any and all information, concepts, and data submitted in response to this bid, or derived by further investigation thereof. The City further reserves the right at any time and for any reason to cancel this solicitation, to reject any or all bids, to supplement, add to, delete from, or

otherwise change this bid if conditions dictate. The City may seek clarifications from a Respondent at any time and failure to respond promptly may be cause for rejection.

Incurred Costs:
The City of St. Charles will not be liable in any way for any costs incurred by respondents in replying to this bid.

Award:
Award shall be made by the City of St. Charles to the responsible offeror whose bid is determined to be the most advantageous to the City, taking into consideration price and demonstrated ability to perform the work. The City of St. Charles reserves the right to accept the bid on a unit basis as a whole, or any component thereof, if it appears to be in the best interests of the City.

Final Contract:
This Document (City of St. Charles, Invitation to Bid to Provide Storm Sewer Maintenance Services, Dated 19 June 2017) will serve as the Final Contract. Any agreement or contract resulting from the acceptance of a bid shall be on forms approved by the City's legal counsel and shall contain, as a minimum, the applicable provisions of this request for bid and the bid itself. The City reserves the right to reject any agreement or contract which does not conform to the bid specification, the bid of the firm concerned, or the City's requirements for agreements and contracts.

Evaluation Considerations:
A selection criterion refers to the qualifications that the City would require in order to award a contract for services, or qualifications that the City intends on using to evaluate.

Respondents in order to select the most qualified respondent for the project. At a minimum, Respondents must provide all requested information in this request for bid.

Evaluation Criteria is shown below. The City of St. Charles shall consider the following when judging the ability of offerors to meet the requirements of this Bid.

1. Capability
   Level of capability demonstrated by the offeror's proposed resources for meeting the requirements of this bid. A demonstrated ability to complete projects on schedule and within budget. **Each bid must identify and list the equipment proposed to complete the tasks outlined in this document.**

2. Competence
   Level of competence of the offeror's for managing sensitive construction projects including existing facility remodeling.

3. Cost
   The City seeks to maximize the amount of work that can be performed for the funds that have been budgeted. Cost, along with qualifications, will be a significant factor for the basis of award.

Services to be Provided

This refers to the exact type and nature of the offeror's proposed services and how they accomplish the objectives of the project, as well as the ability to rapidly respond to the City's needs, as defined in the Evaluation Criteria set forth.

Qualifications of the Company
This refers to the offeror's capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, and reliability, which will assure good faith performance, as well as satisfactory reference verification. This criteria includes:

1. The experience of the firm and its record on engagements of a similar nature, including the ability to serve in a similar capacity for other units of government or organizations.

2. Personnel to be assigned to the project, and their education, capabilities, qualifications and experience with similar projects; and proposed contract fees. (Please note that price is only one factor for consideration of award).

Budget:
If proposing costs which may include alternate programs or services not covered in the base bid pricing, the offeror, when offering such alternative services must provide a detailed explanation of additional optional services to be offered.

Contract Period:
As required in the specifications shown herein, including a One (1) Year Contract. All work must be completed, and all documentation and reports submitted to the City by October 31, 2017.

Taxes:
The City is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, Federal Excise Tax, and Municipal Retailer's Occupation Tax.

Hold Harmless Clause:
To the fullest extent permitted by law, the Contractor shall be required to defend, indemnify and hold harmless the City, its officials, agents, architects, contractors, consultants, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the City, its officials, agents and employees, arising in whole or in part or in consequence of the performance of the work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of sole legal cause of the City, its agents or employees. The Contractor shall also be required, at its own expense arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the City, its officials, agents and employees, in any such action, the Contractor shall be required, at its own expense, to satisfy and discharge the same.

Contractor shall acknowledge that it expressly understands and agrees that any performance bond or insurance policies required by contract, or otherwise provided by the Contractor, shall in no way limit the Contractor's responsibility to indemnify, keep and

save harmless and defend the City, its officials, agents and employees as provided by contract.

Contractor shall also agree to be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or supplier', performance of, or failure to perform, the work or any part thereof. Contractor shall be permitted to contest any such fines or penalties in administrative or court proceedings; provided, however, that Contractor shall pay such fines or civil penalties prior to such protest if payment is required prior to making such protest. Contractor shall be held solely responsible for all costs, including attorneys' fees and administrative expenses, of protesting any such fines or civil penalties.

Insurance Requirements:
Contractor shall maintain for the duration of this contract and any extensions thereof insurance as noted in Appendix I – Insurance Requirements.

Equal Employment Opportunity:
Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

Responsibility & Default:
The awarded offeror shall be required to assume responsibility for all items listed in this bid document. The successful offeror shall be considered the sole point of contact for purposes of this contract.

Time is of the essence and shall be considered in awarding this contract. If delivery of acceptable items or rendering of services is not completed by the time promised, the City reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by written notice effective when received by the Contractor, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere in such as manner as the City of St. Charles may deem appropriate, and charge the Contractor with any or all losses incurred. The City shall be entitled to recover its attorney's fees and expenses in any successful action by the City to enforce this contract.

Storm Sewer Maintenance Company Responsibilities:
The selected company will be required to assume responsibility for all services offered in this bid. The City will consider the selected company to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. Sub-contracts will be permitted only upon specific, written permission of the City of St. Charles.

Interpretation or Correction of Bid:
Offerors shall promptly notify the City of any ambiguity, inconsistency or error, which they may discover upon examination of the bid document. Requests for interpretation of

specifications may be made in writing, and directed to the City. All such requests must be delivered in a timely fashion.

Interpretations, corrections and changes to the bid will be made by addendum. Interpretations, corrections or changes made in any other manner will not be binding.

Law Governing:
Any contract resulting from this RFP shall be governed by and construed according to the laws of the State of Illinois.

Compliance with Laws:
The Contractor shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and City governments, which may in any manner affect the contract.

Termination of Contract:
The City reserves the right to terminate the whole or any part of this contract at any time upon written notification of its intent to do so. The Contractor will be paid for services rendered to the point of notification.

Termination for Lack of Funding:
The City reserves the right to terminate the whole or any part of this contract, upon written notice to the Contractor, in the event that sufficient funds to complete the contract are not appropriated by the City of St. Charles; provided that in the event of such termination, the Contractor shall be paid promptly for all services rendered by the Contractor through the effective date of termination.

Regulatory Compliance:
Offeror represents and warrants that the goods and services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules, and regulations as applicable including the Occupational Safety and Health Act as amended with respect to design, construction, manufacture or use for their intended purpose of said goods or services.

GENERAL REQUIREMENTS

Storm Sewer Maintenance Services
City of St. Charles

1. INTENT

The City of St. Charles desires to enter into agreement with a single contractor to provide Storm Sewer Maintenance Services. The contract includes cleaning and inspection of City Storm Sewer and corresponding Catch Basins. The City has been divided into 13 unique zones, two of which, each averaging approximately 72,000 linear feet, have been identified for maintenance. The zones of the City are further described on the attached Storm water Catch basin and structure map as provided on the City's website. ("Exhibit C").

2. SCOPE OF WORK

The Contractor shall be responsible for all services required herein to be performed, and shall provide and furnish all labor, materials, necessary tools, equipment and supplies, vehicles and transportation services required to perform and complete the Storm Sewer Maintenance Services from defined areas within the corporate limits of the City of St. Charles for the duration of the contract. Such services shall be performed within the corporate limits of St. Charles and any territory hereinafter annexed thereto, all in strict accordance with the contract.

Work will generally consist of Catch Basin and Storm Sewer flushing and cleaning in two zones on the eastside of the City (7 & 11), as well as televising and inspection services following all cleaning. These areas are further defined on the attached Maps ("Exhibit C"). The actual amount of work (number of zones) to be completed will be based on the prices submitted and the available budget for the project.

Atlases of the storm system may be checked out at the Public Works offices located at 1405 S. 7th Ave between the hours of 7:00 AM and 3:30 PM Monday through Friday prior to the opening of this bid.

The Contractor shall submit pricing on all services/tasks for each Line Item.

Contractor is responsible for any and all damage to any properties, which are a result of Contractor's actions. Contractor shall repair or replace any and all property damaged due to Contractor's work.

All work shall be performed by experienced personnel directly employed by the Contractor.

The Contractor shall provide management and technical supervision through competent supervisors as required to implement the required contract.

Contractor shall be responsible for the skills, methods, and actions of Contractor's employees and for all work.

Contractor shall employ a sufficient number of staff, and appropriate equipment, to ensure performance of the work described.

Pre-qualification of Contractors in accordance with Section 102 of the Standard Specifications for Road and Bridge Construction in Illinois is required of all Contractors on this Project. The Contractor must be a member of the National Association of Sewer Service Companies (NASSCO, INC.) and have completed the Pipeline Assessment and Certification Program (PACP). The Contractor must provide a copy of their NASSCO membership and a letter that states the Contractor has successfully completed the Pipeline Assessment and Certification Program (PACP)

3. CONTRACT PERIOD

The term of this contract will be for one year commencing May 1, 2017 and concluding April 30, 2018. All scheduled work provided herein shall be completed and reports submitted by Tuesday, October 31, 2017.

4. SCOPE OF SERVICES

The work embraced herein shall be done in accordance with the City of St. Charles, Department of Public Works Standards. Work shall also be done in accordance with the "City of St. Charles Stormwater Televising & Cleaning Services Specifications" attached as "Exhibit A".

5. COMPLIANCE WITH APPLICABLE LAWS, ORDINANCES AND REGULATIONS

The Contractor shall comply with all applicable Federal, State and Local laws, ordinances, rules and regulation during the term of this contract. Contractor shall be held responsible for the preservation and protection of all public and private property. Should any direct or indirect damage or injury result to any public or private property or to any persons encountered in the course of work on account of any act, omission, neglect, or misconduct in the execution of the work, or as a consequence of non-execution thereof on the part of the Contractor or any of their employees or agent, such property or person shall be restored and made whole at the expense of the contractor.

6. STANDARDS OF PERFORMANCE/ WORKMANSHIP

All other portions of these special provisions notwithstanding, it is intent of these special provisions that, at a minimum, the Contractor adheres to the Storm Sewer Maintenance Services Specifications, attached as "Exhibit A". The City Representative, Public Works Manager, and/or the Assistant Public Works Director shall be the sole judge as to the adequacy of the work.

7. SUBMITTALS AND INSPECTIONS

1. The City will conduct regular inspections of Contractor's work. Every two weeks, the City shall meet with Contractor to evaluate Contractor's services.
2. Contractor shall provide the City the following reports:
    a) Report of any problems encountered and recommendations for resolution of problems outside the contracts scope of services. Any items reported to be critical shall be accompanied by televising footage to verify the defect.

8. MEETINGS

Upon award of the contract and before initial start of work, the Contractor shall contact the Public Works Division Manager at (630) 377-4405 to schedule a pre-job meeting. Contractor shall meet with the City every two weeks afterwards to review the status of Storm Sewer Maintenance activities.

9. VEHICLES AND EQUIPMENT

The Contractor shall furnish a complete list of vehicles and equipment to be used in servicing the contract as required by the City. The City reserves the right to request descriptive literature or specification sheets for each type of vehicle or equipment listed as it deems necessary to properly administer specifications of the contract. Upon request of the City, the Contractor shall demonstrate the equipment is suitable for the proposed services. The Contractor shall notify the City if there is any change in the number or type(s) of vehicles or equipment being used.

All vehicles and equipment shall be maintained in good working order and appearance, free of rust, and shall be clean at the start of each working day. No vehicle or equipment shall be operated on St. Charles a street that leaks any fluids from the engine, working mechanism, or on board water/debris storage tank. In the event that any vehicle or equipment is not properly operable, a substitute vehicle shall immediately be provided that complies with the terms herein. All vehicles shall display the name of the Contractor, a local phone number, and a vehicle identification number that is clearly visible on both sides.

10. TAXES, LICENSES, PERMITS AND CERTIFICATES

The Contractor shall pay all sales, use, property, income and other taxes that are lawfully assessed against St. Charles or the Contractor in connection with the

Contractor’s facilities and the work included in the contract. By law, St. Charles is exempt from paying Federal Excise Tax, State and Local Retailer’s Occupation Tax, State and Local Service Occupation Tax and Service Use Tax.

The Contractor shall secure, at its own expense, all necessary permits, licenses and certificates of authority required to complete the work, and shall comply with all requirements of such permits, licenses and certificates of authority to operate. The Contractor shall keep and maintain all such licenses, permits and certificates of authority in full force and effect throughout the term of this contract.

11. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Contractor shall ensure that any permitted subcontractor shall include said Equal Employment Opportunity Clause in each of its subcontracts.

Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

12. NON-ASSIGNMENT

The Contractor shall not assign or subcontract this contract or the work hereunder, or any part thereof, to any other person, firm or corporation without prior written consent of the City.

13. INSURANCE

Contractor shall maintain for the duration of this contract and any extensions thereof insurance as noted in Appendix I – Insurance Requirements.

14. SAFETY, ACCIDENT PREVENTION AND NOTIFICATION

The Contractor shall be responsible for initiation, maintaining, and supervising all safety precautions and programs in connection with the work of this contract. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of all applicable laws, regulations and building codes shall be observed, including safeguards on machinery and equipment, the elimination of hazards, and worker safety training.

In the event of accidents of any kind that involve the general public and/or private or public property in St. Charles, the Contractor shall immediately notify St. Charles. Upon request of St. Charles, the Contractor shall provide such accounting of details and/or copy of written accident reports as St. Charles may require.

Safety & Warning Signs/ Cones for work zones to be Contractors responsibility and shall meet all City Standards. There shall be no lane closures on Rt. 25 without flaggers present at all times. Notify the City of any and all Lane closures at least 24 hours in advance of closure.

Work Hours shall be per City of St. Charles Ordinance.

15. ADDITIONAL WORK REQUIREMENTS

A. JOB SITE DAILY CLEANUP

Contractor shall maintain a clean work site and at the end of each day shall make sure that all debris and scrap materials no longer needed for the construction are properly removed and disposed of. The City will provide a location for contractors to deliver and dump grit as collected from City Storm sewers. The dump area will be at the City's IYC Plant located at 3805 Lincoln Highway, St. Charles.

B. EQUIPMENT STORAGE / PARKING

Contractor shall be responsible for the proper, safe and adequate storage of all materials and equipment. The Contractor shall not place any equipment or materials on the job site without prior approval by the City. All staging locations for equipment and materials must be pre-approved by the City. Contractor and subcontractors are responsible for the security of their own materials, tools and equipment at the site and the City shall not be liable for any loss or damage that may occur thereto.

C. WATER

Contractor may use pre-designated City fire hydrants under the following conditions:

1. Contractor may pick-up and use a City issued water meter and RPZ device. Please contact the City Water Department for specific information.
2. All water usage must be recorded and reported to the City.
3. Water can be filled at the public works yard Hydrant
4. Contractor must use a hydrant meter when using water from City hydrants. The meter can be checked out from the City for a $750 deposit, which will be returned to the contractor upon return of the meter.

16. DAMAGE

The Contractor shall take all necessary precautions for the protection of public or private property. The Contractor shall be responsible for damages on or to public or private property resulting from careless or negligent operation of vehicles or handling of any receptacle. All property which suffers damage (reasonable wear-and-tear excepted) caused by the Contractor shall be repaired or replaced as soon as possible to equivalent quality at the time of the damage, and at no extra charge to the property owner. If the Contractor fails to do so within a reasonable period of time, the City may, after the expiration of a period of forty-eight (48) hours after giving the Contractor notice in writing, proceed to repair or replace such property as may be deemed necessary at the Contractor's expense. Contractor agrees to pay for said expenses within ten (10) days of receipt of said invoice.

17. EMPLOYEES AND CONDUCT

The Contractor shall undertake to perform all Storm Sewer Maintenance Services rendered hereunder in a neat, orderly and efficient manner; to use care and diligence in

the performance of this contract; and to provide courteous and knowledgeable personnel in its customer service office.

The Contractor shall prohibit any consumption of alcoholic beverages or use of any controlled substances, except by a doctor's prescription, by its drivers and crewmembers while on duty, or in the course of performing their duties under this contract.

In the event that any of the Contractor's employees is deemed by the City to be unfit or unsuitable to perform the services under this contract as a result of intoxication, drug use or by virtue of abusive or obnoxious behavior, the, upon formal written request of the City, the Contractor shall remove such employee from work within St. Charles and furnish a suitable and competent replacement employee.

The Contractor's drivers and crewmembers shall be attired at all times in a neat and professional manner. St. Charles has the right to require or define what shall be considered suitable work clothes for the Contractors employees.

All vehicle operators shall carry valid Illinois state driver's licenses for the class vehicle operated. Vehicle operators shall obey all traffic regulations, including weight and speed limits.

18. NON-PERFORMANCE OF SERVICE

If the Contractor fails to observe the established schedule of service for more than two (2) consecutive working days, the City reserves the right to determine if there has been sufficient cause to justify non-observance of the service schedule. If, in the City's judgment, sufficient cause has not been demonstrated, then the City shall service notice either personally or by affixing such notice to the premises of the servicing location of the Contractor stating that this contract shall be deemed in default if the Contractor does not take action to re-establish the schedule within twenty-four (24) hours of said notice. If at the end of the twenty-four (24) hour period the Contractor has not taken corrective action, the City shall take such steps as are necessary to furnish services according to the collection requirements provided for in this contract. The Contractor shall be liable for any costs incurred by the City to correct such default. Not withstanding or foregoing, the City shall further reserve the right to terminate this contract.

19. SERVICE LOCATIONS AND POINTS OF CONTACT

The Contractor shall establish and maintain an office through which it may be contacted directly, where City personnel may telephone or send inquires and complaints, and where the City personnel may send and receive instruction. The office shall be equipped with sufficient telephones, and shall have a responsible person in charge during normal business hours.

The contractor shall also notify the City of its designated contact person(s) for the purposes of obtaining instruction, answering inquires and resolving complaints. Such

person(s) shall be available to discuss, and if necessary, meet with City personnel to resolve problems.

20. NOTIFICATIONS

Official notifications, whenever required for any purpose under contract, shall be made in writing and addressed to the City as follows:

City of St. Charles, Public Works Department
200 Devereaux Way
St. Charles, Illinois 60174
Attn: AJ Reineking, Public Works Manager

Any party may change the address to which notices for such party may be sent by furnishing written notice to the other party.

All Notifications shall be delivered in person or sent by first-class mail, with sufficient postage fully pre-paid, or certified or registered/return receipt requested mail with sufficient postage or certification or registry fees fully pre-paid. Notice delivered personally shall be deemed received upon delivery. Notice delivered by mail shall be deemed to have been given as of the date of the U.S.P.S. postmark.

21. RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by the Contractor of any specifications in this contract shall in no way affect the right of the City hereafter to enforce same. Nor shall waiver by the City of any breach of specifications in this contract be taken or held to be waiver of any succeeding breach of such specifications in this contract, nor be taken or held to be waiver of any specification itself.

22. CHANGE IN SERVICE; AMENDMENTS

If the City should wish to change the type of service provided during the term of this contract, including, but not limited to, snow routes, service specifications or modifications and/or response times, the City shall have the option to initiate the change in service by serving written notice to the Contractor at its designated place of business at least ten (10) days prior to the date such service change is contemplated to begin. Both parties agree to negotiate the terms, frequency, and prices of such change in service after such written notice is served. Such modifications shall be contained in written agreement executed by the parties.

23. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses, or subsections contained in this contract shall not affect the validity of the remaining portion of this contract so long as the material purposes of this contract can be determined and effectuated.

24. LAW TO GOVERN AND VENUE

This contract shall be governed by the laws of the State of Illinois, both as to interpretation and performance, and the venue shall be St. Charles, Illinois. Any references to laws in this contract shall include such laws as they may be amended or modified from time to time. Every provision of law required by law to be inserted into this contract shall be deemed to be inserted herein.

25. SUCCESSORS AND ASSIGNS

This contract shall be binding upon the parties, their successors, and assigns.

26. TERMINATION FOR CAUSE

The City may terminate this Contract, in whole or in part, immediately upon notice to the Contractor if it is determined that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property. If Contractor fails to perform to the City's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice. If the breach or noncompliance is not remedied by that date the City may either: (a) immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages.

27. TERMINATION FOR CONVENIENCE

Following thirty (30) days written notice, the City may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following any such termination for convenience, the Contractor shall be entitled to compensation upon submission of invoices and proof of claim for services provided under this Contract up to and including the date of termination.

28. PREVAILING WAGES

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq*. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: http://www.state.il.us/agency/idol/rates/rates.HTM. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage, notice and record keeping duties.

The successful proposer and each subcontractor shall submit monthly, in person, by mail, or electronically, a certified payroll to the City of St. Charles. 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), 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 proposer or subcontractor which avers that:

A. Such records are true and accurate;

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

C. The proposer 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 is required to keep the certification records submitted for a period of not less than three 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.

BID CERTIFICATION

TO: City of St Charles
200 Devereaux Way
St Charles, IL 60174
ATTN: AJ Reineking, Public Works Manager

FROM: Organization: _____

Address: _____

City, State, Zip Code: _____

Contact Person: _____

Telephone Number:_____

Facsimile Number:_____

AUTHORIZED NEGOTIATORS:

Name:_____ Phone #:_____

Name:_____ Phone #:_____

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No. _____, Dated_____

Addendum No. _____, Dated_____

In submitting this bid, it is understood that the City of St Charles reserves the right to reject any or all Bids, to accept an alternate Bid, and to waive any informalities in any Bid.

In addition to this document, Offerors shall furnish, with the bid, all submittals as required herein.

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed.

_____ Partnership: State full names, titles and addresses of all responsible principals and/or partners on attached sheet.

_____ Corporation: State of Incorporation:_____

Please provide your Federal Employer Identification Number (F.E.I.N.):

_____

Seal (affix seal below if applicable)

(List Name of Officers)

President _____
Vice-President _____
Secretary _____
Treasurer _____

Attest:

_____**Signature of Secretary**

DISQUALIFICATION OF CERTAIN PROPOSER

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

(A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any state in the United States in that officer's or employee's official capacity;

(B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;

(C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;

(D) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et sig.;

(E) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;

(F) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;

(G) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;

(H) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

CERTIFICATE OF NON-DISQUALIFICATION UNDER ILLINOIS COMPILED STATUTES, CH. 720, SEC. 33E·11

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that _____(proposer) not barred from contracting with any unit of State or local government, as a result of a violation of Ch. 720, Sec. 33E-11 of the Illinois Compiled Statutes.

_____
Name of Proposer

By: _____

State of _____

ss

County of _____

Subscribed and sworn to before me
this _____ day
of _____

_____
Notary Public

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

CERTIFICATION OF COMPLIANCE

THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

1. That the undersigned has authority to make this certification on behalf of the bid.

_____
Name of Company

2. That the undersigned has read the contents, in regard to disqualification of certain proposer, which are contained on the following pages of the documents.

3. That the undersigned knows of his own knowledge that the proposer is not disqualified from proposing under the aforesaid sections.

_____
Authorized Signature

_____
Type or Print Name

_____
Title

SEAL

<u>Instructions</u>: This is to be completely filled out and executed by the chief officer or the proposer authorized to submit the certification.

COMPLIANCE STATEMENT

Complete this form and submit it with Form of Bid.

Offeror's Name:_____Signature:_____

TO: City of St Charles, Public Works Facility
200 Devereaux Way
St Charles, IL 60174
ATTN: AJ Reineking, Public Works Manager

FROM: Organization: _____

Address: _____

City, State, Zip Code: _____

Contact Person: _____

Telephone Number:_____

Facsimile Number:_____

In compliance with this Request for Bid, and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish the services as outlined herein, for the City of St Charles in the amount indicated, subject to modification through negotiations which may be conducted pursuant to conditions set forth in the Request for Bids.

CITY OF ST CHARLES, ILLINOIS
TAX COMPLIANCE AFFIDAVIT

_____, being first duly sworn,

deposes and says: that he is _____
(Partner, Officer, Owner, Etc.)

of _____.
(Consultant)

The individual or entity making the foregoing bid certifies that he is not barred from contracting with the City of St Charles because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, or entity making the bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

_____
(Name of Proposer if the Proposer is an Individual)
(Name of Partner if the Proposer is a Partnership)
(Name of Officer if the Proposer is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this _____ day of _____, 20___

_____
SEAL

Failure to complete and return this form may be considered sufficient reason for rejection of the Bid

REFERENCES

CITY OF ST CHARLES

General Information, list below current business references for whom you have performed work similar to that required by this bid.

Facility:_____

Address:_____

City, State, Zip Code:_____

Telephone Number:_____

Contact Person:_____

Dates of Service:_____

Facility:_____

Address:_____

City, State, Zip Code:_____

Telephone Number:_____

Contact Person:_____

Dates of Service:_____

Facility:_____

Address:_____

City, State, Zip Code:_____

Telephone Number:_____

Contact Person:_____

Dates of Service:_____

CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane

and DuPage Counties, Illinois, that _____(proposer)

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

_____

Name of Proposer

By: _____

State of _____

ss

County of _____

Subscribed and sworn to before me
this _____ day
of _____

_____
Notary Public

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

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane

and DuPage Counties, Illinois, that _____(proposer)

complies with the Illinois Human Rights Act as amended by Section 2-105, Public Act 87-1257

in relation to employment and human rights.

_____

Name of Proposer

By: _____

State of _____

ss

County of _____

Subscribed and sworn to before me
this _____ day
of _____

_____
Notary Public

COMPLIANCE WITH CONFINED SPACE ENTRY POLICY AND PROCEDURE FORM

_____ (Contractor) hereby certifies that it will comply with all requirements of 29 CFR Part 1910 Permit Required Confined Spaces for General Industry. Special attention is drawn to Section 1910.146(c)(9) which provides as follows:

"In addition to complying with the permit space requirements that apply to all employers, each Contractor who is retained to perform permit space entry operations shall:

1. Obtain any available information regarding permit space hazards and entry operations from the host employer;

2. Coordinate entry operations with the host employer, when both host employer personnel and Contractor personnel will be working in or near permit spaces, as required by paragraph (d)(11) of this section; and

3. Inform the host employer of the permit space program that the Contractor will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation."

Signed:_____

Title/Position:_____

Subscribed and sworn to before me
this _____ day
of _____

_____
Notary Public

AGREEMENT SIGNATURE SHEET

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first mentioned above.

CITY OF ST CHARLES

By:

_____
Ray Rogina, Mayor

Attest:

_____
City Clerk

CONTRACTOR: _____

By:

_____
Print Name and Title: _____
(If Corporate: Chairman, President or Vice President)

Attest

_____
Print Name and Title
(If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

Appendix I - Insurance Requirements

City of St. Charles
Certificate of Insurance Requirements

Contractor shall carry all insurance coverage required by law. In addition, the Contractor shall carry, at its own expense, at least the following insurance coverage with a duly licensed and registered insurance company in the State of Illinois having a minimum A.M. Best rating of A-VI:

(a) Workers' Compensation & Occupational Diseases Insurance – Statutory amount for Illinois

(b) General Liability Insurance:

1) Bodily injury, with limits of not less than $1,000,000 each occurrence/
$2,000,000 aggregate;

2) Property damage, with limits of not less than $1,000,000 each occurrence/
$2,000,000 aggregate;

3) Contractual insurance – broad form, with limits of not less than $1,000,000
each occurrence/$2,000,000 aggregate.

(c) Automotive Liability Insurance:

1) Bodily injury, with limits of not less than $1,000,000 each occurrence/
$2,000,000 aggregate;

2) Proper damage, with limits of not less than $1,000,000 each occurrence/
$2,000,000 aggregate. Property damage insurance coverage shall include non-owned, hired, leased, or rented vehicles, as well as owned vehicles.

(d) Umbrella or excess liability coverage of $5,000,000.

(e) Contractor's insurance policy shall name City as an additional insured on the General Liability, Automotive Liability and Excess Liability insurance policies. The insurance coverage shall be written with insurance companies acceptable to City. All insurance premiums shall be paid without cost to City. The Contractor shall furnish to City a Certificate of Insurance attesting to the respective insurance coverage for the full

contract term. Contractor shall submit satisfactory proof of insurance simultaneously with the execution of the contract.

(f) All insurance policies shall provide that the City shall receive written notice of cancellation of reduction in coverage of any insurance policy thirty (30) days prior to the effective date of cancellation.

"EXHIBIT A"

City of St. Charles
Storm Sewer Maintenance Services Specifications

DESCRIPTION

The Department of Public Works (DPW) is responsible for maintaining the Stormwater System throughout the City. The City of St. Charles desires to enter into agreement with a single contractor to provide Storm Sewer Maintenance Services to help support our Stormwater Program. The contract includes the cleaning and inspection of catch basin and storm sewer within established zones in the City of St. Charles as well as televising services of all areas cleaned. The two service zones identified in this program each contain over 30,000 linear feet of storm sewer and approximately 500 structures, and are further described on the attached Stormwater Infrastructure Report ("Exhibit C"). The City reserves the right to add or decrease the amount of sewer and structures to be cleaned, based on the proposer's unit prices.

DURATION OF WORK

The base contract shall be for one year, the 2017 fiscal year (May 1, 2017 – April 30, 2018).

All regular maintenance as part of the base scope of this contract shall be performed in continuous business days and shall be completed absolutely no later than October 31, 2017.

LOCATION OF WORK

The base contract for 2017 will be in Zones 7 and 11, located in the northeastern and southeastern quadrant of the City. Pipe sizes, lengths, and catch basin information can be found in "Exhibit C".

Supplemental work based on unit prices may be located in any zone within the City limits. Emergency work shall have no minimum mobilization required.

DEBRIS REMOVAL

The City will dispose of all debris removed from City storm sewers as part of this program. The successful bidder shall dump all debris in a drying bed located within the City's corporate limits.

BACKYARD STORMSEWER

The Contractor shall be responsible to make notification to all residents and businesses with backyard storm sewers/structures. Notifications shall be made no less than three (3) days and no more than three (3) weeks prior to starting the work. The notification should contain the estimated week of the work as well as the contact information for a foreman on the site.

Should the work have potential to damage a landscaped area, or should a resident request that no work be performed adjacent to his/her property, the contractor shall skip those properties and notify the Public Works Manager of all sections skipped. In the written report, skipped areas shall be noted with the reason that they were skipped.

EMERGENCY RESPONSE

Should an emergency situation require immediate storm sewer cleaning or maintenance services, the Contractor shall be required to mobilize on site within 2 and one-half hours of the callout.

MINIMUM REQUIREMENTS

All contractors MUST meet the following minimum requirements to be considered for work:

- Minimum of 5 years of experience providing Stormwater Catch Basin Cleaning Services. If less than five years experience, previous experience with the City will be considered.
- Provide adequate communications. All vehicles will need a 2-way radio with City frequency, a Cell Phone.
- Ability to provide competent drivers/ operators that are capable of efficiently operating the equipment assigned and are able to read City supplied maps.

- Provide equipment that meets or exceeds the Department of Public Works equipment specifications. All equipment shall display the name of the contractor for identification.
- Meet or exceed all Liability Insurance Requirements as required by the City of St. Charles.

STANDARD SPECIFICATIONS

The Standard Specifications governing the performance of the Work shall be deemed to include all revisions, amendments, and supplements in effect as of commencement of the Work, or subsequently enacted anytime during the progress of the Work. The Standard Specifications include the latest editions of the following:

1. "Standard Specifications for Road and Bridge Construction", adopted January 1, 2012, published by the Illinois Department of Transportation (IDOT).

2. "Bureau of Local Roads and Streets, Special Provisions and Specifications", published by IDOT.

3. "Interim Special Provisions", adopted subsequent to issuance of Supplemental Specifications and Recurring Special Provisions.

4. "Manual on Uniform Traffic Control Devices for Streets and Highways", adopted by IDOT.

5. “Standard Specifications for Water and Sewer Main Construction in Illinois”. Seventh edition, dated 2014.

SUPPLEMENTS TO STANDARD SPECIFICATIONS

The following requirements supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1st, 2012, (hereinafter referred to as the Standard Specifications); the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of request for bids; and the "Standard Specifications for Traffic Control Items," latest edition, (hereinafter referred to as the Traffic Specifications). In case of conflict with any part or parts of said Specifications, the Special Provisions shall be controlling.

Before submitting bids, proposers should visit the site of the proposed work, verify all site conditions and also conditions under which said work must be conducted.

Submission of a Bid implies that the proposer is fully conversant with all requirements of Minimum Requirements, Standard Specifications, Special Provisions, Standard Drawings, and site conditions. No claim for additional compensation will be considered or paid because of the CONTRACTOR'S negligence or failure to be so informed.

STORM SEWER AND CATCH BASIN CLEANING SPECIFICATIONS

The CONTRACTOR shall perform and provide:

- It shall be the responsibility of the Contractor to remove internal deposits from the catch basins or storm sewer structures, using accepted sewer cleaning techniques. The cleaning operation shall remove all debris, solids, rags, soil, sand, and pieces of broken pipe, bricks, grease, grit, and other debris that would collect within the Storm Sewer Structure. Manholes, catch basins and Inlets, shall all be classified as storm sewer structures

- All material shall be removed at the downstream manhole of the section being cleaned. Passing material from one manhole section to another shall not be permitted. In the event that roots, sludge, dirt, sand, rocks, grease, encrustation and other solid or semisolid material or debris resulting from the cleaning operations are observed and/or detected by the Public Works Department as passing to downstream sewer segments(s), Contractor shall be responsible for cleaning such downstream sewer segment(s) at no additional cost to the City. All costs are incidental and shall be included in the unit bid price.

- Precautions shall be taken to ensure that the cleaning operation will not cause any damage or flooding to public and /or private property being served by the sewer line section involved. The Contractor shall bear full costs associated with any flooding or damage to basements or structures.

- The Contractor shall recognize that there are some conditions such as broken pipe and/or major blockages that can prevent cleaning from being accomplished or where damage could result if cleaning were attempted or continued. Perform a reverse set-up cleaning when a blockage in the sewer prevents completion of cleaning from the downstream manhole by moving equipment to the upstream manhole and attempting to complete the cleaning of the entire sewer.

- Attempt to remove a specific blockage in the sewer for at least 1 hour before advising the Public Works Department the blockage cannot be removed. The Public Works Department shall immediately be notified by the Contractor of any and all conditions, which in the opinion of Contractor

warrant termination of cleaning activities. If Contractor's cleaning equipment becomes lodged in a sewer, it shall be removed by Contractor at his / her expense. This shall include excavation and repair of the sewer, underground utilities, backfilling, and surface restoration.

- When heavy sewer line cleaning is shown as a bid item on the bid, measurement shall be made on an actual cleaned lineal footage basis per diameter of sewer cleaned and shall include the cost of all items necessary to complete the sewer cleaning and any bypass pumping/flow control which may be required. The cost for an additional set-up is incidental to the heavy cleaning bid. Heavy cleaning shall be approved by the Public Works Department **prior to** its use or payment will be withheld.

- Acceptance of sewer cleaning work is contingent upon the successful completion of the Catch Basin Cleaning inspection. If Catch Basin inspection shows debris, solids, sand, grease, roots, deposits remaining in the Structure, the cleaning will be considered unsatisfactory, and the Contractor shall repeat cleaning and cleaning of the Storm sewer structure, at no increased cost to the City until cleaning is acceptable to the Public Works Department.

- **CLEANING ITEMS:** The Contractor shall select the cleaning equipment for cleaning based on the age, the material and the probable condition of the sewer. The Contractor shall not damage the sewer or any manhole during cleaning.

- **Storm Sewer Structures:** Not all the structures on the map will need to be cleaned. It will be at the Contractors discretion if a structure has no debris to be removed from it. This will then be listed as a checked item only and not subject to cleaning and payment of such. A list of these items and structures shall be supplied to the City of St Charles at the time the section is invoiced.

- **INSPECTIONS:** The Contractor shall ensure that all structures submitted for payment will be free from debris upon completion of the cleaning work. A follow up inspection by the City will determine if the structures submitted will be acceptable for payment.

- **SUBMITTALS:** The Contractor shall:
    a. Submit a spread sheet of all structures that were cleaned for payment with the appropriate city Identified numbers attached to the corresponding structure.

    b. A spread sheet listing the structures with city ID's that were not cleaned.

STORMSEWER TELEVISING SPECIFICATIONS

The contractor shall televise all sections of storm sewer cleaned under this contract. All televising footage shall be PACP coded, and a report of any defects provided to the City. Any critical or catastrophic failures of City infrastructure identified during this televising shall be brought to the attention of the Public Services Division Manager immediately.

Televising of storm sewer structures is NOT required as part of this scope of services. However, a structure condition report, completed on an iPad, provided by the City, shall be completed along with the mainline assessment.

Electronic copies of the televising footage shall be provided to the City on a CD or USB drive. All data shall be formatted to be PACP compliant. The City currently uses IT Pipes for their televising software. While not required, IT Pipes configured data would be seen as beneficial.

In addition to the video footage, the contractor shall provide a written report of each section cleaned, identifying defects in the pipe sections. The report shall be clear and concise.

"EXHIBIT B"

BASE BID/ FEE SCHEDULE

Proposers will be required to submit costs for Stormwater Televising & Cleaning Services based on the following Fee Schedule. Proposers will be compensated based on Unit Prices identified for width and length of Storm Lines. Proposers will be awarded this procurement not necessarily based on least cost, but rather to the contractor whose bid best meets the requirements of this RFP. It is understood that the contractor will be required to perform and complete the proposed work in a thorough and professional manner. The contractor shall provide all necessary labor, tools, implements, equipment, materials, and supplies to complete the contracted work.

The bid shall include a detailed list of the equipment the contractor will have available including the following information:

- The Name and Type of Equipment
- Age of Equipment
- Condition of Equipment

Should there be a discrepancy between the gross sum bid amount and the bid amount calculated from the summation of quantities multiplied by their respective unit prices, the latter shall apply.

The quantities stated in these bid documents for which unit prices are to be provided are approximate only and is intended for the purposes of obtaining a gross sum, computing the value of additions and deductions, and determining the lowest responsible Proposer. Compensation to the Contractor shall be based upon the actual quantities used for the performance of the Work multiplied by the unit price stated in Contractor's Fee Schedule for each item. Contractors are forewarned that the quantities may be increased or decreased by 25% without prejudice to the contract. Payment will be based on lineal feet cleaned and televised at the accepted unit price.

CITY OF ST. CHARLES
Stormwater Televising & Cleaning Services
2017 Fee Schedule

Bids will be accepted until 10:30 AM on Friday, July 7, 2017.

Proposer hereby proposes and agrees to furnish to the City of St. Charles all equipment, materials, labor and related items necessary for the completion of the Work in accordance with this Bid document for the amounts stated as follows:

Diameter (Inches)	Unit Price (per linear ft)	Quantity (Zone 7&11)	Extended Price
4 In.	$_____	**285'**	$_____
6 In.	$_____	**1306'**	$_____
8 In.	$_____	**3596'**	$_____
10 In.	$_____	**6814'**	$_____
12 In.	$_____	**31618'**	$_____
15 In.	$_____	**10736'**	$_____
18 In.	$_____	**4994'**	$_____
19 x 30 In.	$_____	**182'**	$_____
21 In.	$_____	**1685'**	$_____
24 In.	$_____	**5883'**	$_____
24 x 38 In.	$_____	**189'**	$_____
27 In.	$_____	**215'**	$_____
30 In.	$_____	**1212'**	$_____
36 In.	$_____	**494'**	$_____
42 In.	$_____	**485'**	$_____
48 In.	$_____	**176'**	$_____
60 In.	$_____	**172'**	$_____
70 In.	$_____	**908'**	$_____

Total pipe Cleaning & Inspection $_____

Catch Basin Cleaning	$_____	451	$_____
Catch Basin Inspection	$_____	451	$_____
Inlet Cleaning	$_____	332	$_____
Inlet Inspection	$_____	332	$_____
Manhole Cleaning	$_____	337	$_____
Manhole Inspection	$_____	337	$_____
Box Culvert Cleaning	$_____	28	$_____
Box Culvert Inspection	$_____	28	$_____

Total Structure Inspection & Cleaning Services: $_____

Hourly Rate for Heavy Cleaning: $_____

Award will be based on cumulative unit prices. The actual quantity of work to be performed will be determined by prices received and budgetary funds available.

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

_____
Signature of Authorized Representative

PLEASE TYPE OR NEATLY PRINT THE FOLLOWING INFORMATION

_____
Name of Authorized Representative Title

_____
Company Name

_____
Street Address

_____
City State Zip Code

_____
(Area Code) Phone Number

"EXHIBIT C"

City of St. Charles
Stormwater Infrastructure Report

The attached report contains a comprehensive table of the Stormwater Sewer System in all City Zones, as well as additional zones that may be completed as time and funding allow.

The Base Contract Shall Include Zones 7 & 11.

Zone 7 is bordered by Illinois Rt. 64 (Main Street) to the south, Persimmon Dr. to the East, Stonehedge Rd.to the north, and the Fox River to the West.

Zone 11 is bordered by Illinois Rt. 64 (Main Street) to the north, Tyler Road to the east, Ronzhiemer Road to the south, and 7th Avenue to the West.

Atlases of these zones will be available to check out at the Public Works Complex located at 1405 S. 7th Ave, St. Charles, IL 60174 between the hours of 7:00 AM and 3:30 PM until the date of the bid opening.

ST. CHARLES
SINCE 1834

BID CERTIFICATION

TO: City of St Charles
200 Devereaux Way
St Charles, IL 60174
ATTN: AJ Reineking, Public Works Manager

FROM: Organization: United Septic, Inc.

Address: 1327 W Beecher Rd.

City, State, Zip Code: Bristol, IL. 60512

Contact Person: De Wilcox

Telephone Number: (630) 553-7808

Facsimile Number: (630) 553-3305

AUTHORIZED NEGOTIATORS:

Name: James Agajanian Phone #: 630-546-0190

Name: De Wilcox Phone #: 630-553-7808

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No. 1, Dated 6/28/17

Addendum No. _____, Dated _____

In submitting this bid, it is understood that the City of St Charles reserves the right to reject any or all Bids, to accept an alternate Bid, and to waive any informalities in any Bid.

In addition to this document, Offerors shall furnish, with the bid, all submittals as required herein.

City of St. Charles, Illinois
Public Works Department
Storm Sewer Maintenance & Inspection Services

ST. CHARLES
SINCE 1834

CITY OF ST. CHARLES
Stormwater Televising & Cleaning Services
2017 Fee Schedule

Bids will be accepted until 10:30 AM on Friday, July ~~X~~ 10 2017.

Proposer hereby proposes and agrees to furnish to the City of St. Charles all equipment, materials, labor and related items necessary for the completion of the Work in accordance with this Bid document for the amounts stated as follows:

Diameter (Inches)	Unit Price (per linear ft)	Quantity (Zone 7&11)	Extended Price
4 In.	$ 4.00	285'	$ 1140.00
6 In.	$ 1.65	1306'	$ 2154.90
8 In.	$ 1.65	3596'	$ 5933.40
10 In.	$ 1.65	6814'	$ 11,243.10
12 In.	$ 1.75	31618'	$ 55,331.50
15 In.	$ 2.10	10736'	$ 22,545.60
18 In.	$ 2.00	4994'	$ 9988.00
19 x 30 In.	$ 4.00	182'	$ 728.00
21 In.	$ 2.00	1685'	$ 3370.00
24 In.	$ 2.00	5883'	$ 11,766.00
24 x 38 In.	$ 4.00	189'	$ 756.00
27 In.	$ 2.10	215'	$ 451.50
30 In.	$ 2.10	1212'	$ 2545.20
36 In.	$ 2.80	494'	$ 1383.20
42 In.	$ 4.50	485'	$ 2182.50
48 In.	$ 4.50	176'	$ 792.00
60 In.	$ 4.50	172'	$ 774.00
70 In.	$ 5.50	908'	$ 4994.00

Total pipe Cleaning & Inspection $138,078.90

City of St. Charles, Illinois
Public Works Department
Storm Sewer Maintenance & Inspection Services

ST. CHARLES
SINCE 1834

Catch Basin Cleaning	$ 70.00	451	$ 31,570.00
Catch Basin Inspection	$ 35.00	451	$ 15,785.00
Inlet Cleaning	$ 35.00	332	$ 11,620.00
Inlet Inspection	$ 20.00	332	$ 6640.00
Manhole Cleaning	$ 35.00	337	$ 11,795.00
Manhole Inspection	$ 35.00	337	$ 11,795.00
Box Culvert Cleaning	$ 100.00	28	$ 2800.00
Box Culvert Inspection	$ 35.00	28	$ 980.00

Total Structure Inspection & Cleaning Services: $ 92,985.00

Hourly Rate for Heavy Cleaning: $ 350.00

Award will be based on cumulative unit prices. The actual quantity of work to be performed will be determined by prices received and budgetary funds available.

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

x Mary C Auer
Signature of Authorized Representative

PLEASE TYPE OR **NEATLY** PRINT THE FOLLOWING INFORMATION

Mary C. Auer — President
Name of Authorized Representative — Title

United Septic, Inc.
Company Name

1327 W Beecher Rd.
Street Address

Bristol — Il. — 60512
City — State — Zip Code

(630) 553-7807
(Area Code) Phone Number

ST. CHARLES SINCE 1834	**AGENDA ITEM EXECUTIVE SUMMARY**	Agenda Item number: 5.c
	Title:	Recommendation to Award the Bid for Fire Hydrant Painting
	Presenter:	Tim Wilson

Meeting: Government Services Committee	Date: July 24, 2017	
Proposed Cost: $60,200	Budgeted Amount: $60,200	Not Budgeted: ☐

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

On July 7, 2017, sealed bids for Fire Hydrant Painting were publicly opened and read aloud. The City received a total of Three (3) bids for this project, with the results shown below.

Bid Results:
Muscat Painting- $71.78/ Unit
Giant Maintenance- $72.00/ Unit
Oosterbaan & Sons- $786.24/Unit

The scope of work included sandblasting and repainting the fire hydrants red. Muscat painting is located in Dundee, IL and has completed several similar projects with other municipalities in Northern Illinois. Muscat Painting is also a certified Illinois Department of Transportation painting contractor.

At the proposed unit cost, the city will be able to paint 838 fire hydrants this fall. This is about 30% of the total number of fire hydrants in the City.

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

* Muscat Painting Bid

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

Recommendation to Approve bid with Muscat Painting for FY 17/18 Fire Hydrant Painting in the amount of $60,200.

INVITATION TO BID

AND

SPECIFICATIONS

FOR

2017/2018 Fire Hydrant Painting

MUSCAT PAINTING
555 ASHLAND AVE.
E. DUNDEE, IL 60118

CITY OF ST. CHARLES

ILLINOIS

2017

SPECIFICATION #170707

BID OPENING: July 7, 2017

MUSCAT PAINTING
555 ASHLAND AVE.
E. DUNDEE, IL 60118

CONTENTS

SECTION	TITLE
I.	NOTICE TO BIDDERS
II.	INFORMATION TO BIDDERS
III.	SPECIFICATIONS & BID PRICING REQUEST

SPECIFICATION #170707

BID OPENING : July 7, 2017

SECTION I

NOTICE TO BIDDERS

Sealed bids will be received by the City of St. Charles at the Office of the Purchasing Manager, Two East Main Street, St. Charles, Illinois 60174 no later than 10:00 a.m. on Friday, July 7, 2017, for the **2017/2018 Fire Hydrant Painting**. All bids will be opened publicly and read aloud in the Council Chambers located at Two East Main Street, St. Charles, IL 60174, at 10:00 a.m. on Friday, July 7, 2017.

Bidders are advised of the following requirements of this contract: 1) Certificate of Insurance meeting the City's requirements

Bid Documents and Proposal forms may be obtained at no charge at the City of St. Charles website at, http://www.stcharlesil.gov/bids-proposals. Addenda will be available to document holders via the website. It is the responsibility of the contractor to frequently check the City's website for any future addendums. Contractors will be required to submit all addendum acknowledgement forms with their bid submittal. All questions shall be directed to Tim Wilson, Public Works Manager, at twilson@stcharlesil.gov.

All sealed envelopes must be clearly marked for which proposal they pertain to.

The City expressly reserves the right to reject any or all bids or to accept the one that appears to be in the best interest of the City. The City expressly reserves the right to waive any informalities, discrepancies or technical irregularities in a bid if to do so is in the best interest of the City.

The City of St. Charles does not discriminate in admission, access to, treatment, or employment in its programs and activities.

SECTION II
INFORMATION TO BIDDERS

1. **GENERAL CONDITIONS:**

A. Bids shall be submitted in a sealed envelope, inserted in a larger sealed envelope. Both envelopes shall be clearly marked with the word "Bid," and the name of the project or subject of the bid. (Sec. 2.33.200A of the St. Charles Municipal Code). The outer envelope shall be addressed "Purchasing Manager, City of St. Charles, Two East Main Street, St. Charles, IL 60174 and include the Bid Project Name." Include a return address on both envelopes. Bids received after the specified time and date will be returned unopened. Bids shall be on City of St. Charles bid form and shall be returned attached to the original specification sheets. Copies are not acceptable. **All bids submitted are binding through April 30, 2018.**

B. All bid proposals must be signed with the firm name and by an authorized officer or employee of the company. One bid per bidder is allowed.

C. The award of bids shall be made, after determination of the successful bidder by the City Council, by issuance of a City purchase order from the City of St. Charles Purchasing Manager and/or the Purchasing Manager's designee to the successful bidder.

D. The City of St. Charles reserves the right to waive minor specification deviations and reject any or all bids, and to accept the bid, which is in the opinion of the City Council, the lowest conforming bid from a responsible bidder as defined by state law and Sec. 2.33.230 of the St. Charles Municipal Code.

E. All bids must be quoted on the basis of delivery to the City's Inventory and Purchasing Division, 200 Devereaux Way in St. Charles, IL. The price shall be stated in units and bids made on each item separately. In case of conflict, the unit price shall govern. The City reserves the right to award the bid in aggregate or on individual items.

F. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful bidder.

G. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful bidder.
The City of St. Charles is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, Federal Excise Tax, and Municipal Retailer's Occupation Tax.

The Illinois Department of Revenue tax exempt form can be obtained through the City of St. Charles Office of Purchasing.

The winning bidder will be required to complete the requested information included on this form. It is the purpose of this document to allow the winning bidder to purchase items for the bid project, tax free. It is the intent that the contractor will include the savings into the bid or quote.

Contractors will be responsible for utilizing this tax exempt form in a legal and responsible way. The contractor must sign a certification that the tax exempt form will be solely used for the purpose stated above. Abuse of the City's tax exempt status to avoid sales tax liability on other contractor purchases shall not be tolerated and may disqualify the contractor from being awarded future City contracts or business.

H. If applicable, material is to be delivered on a flatbed trailer and ready to be unloaded from the side of the trailer without driving a forklift onto the trailer. Advance notice of 48 hours is required by calling 630-377-4421. Deliveries can be made to the City between the hours of 7:00 a.m. - noon and 12:30 p.m. - 3:30 p.m.

I. Each bidder shall make an accurate statement in the proposal of the smallest number of calendar days in which delivery can be made after placement of the order.

J. Any firm bidding this/these unit(s) must have a full service shop which includes parts and service mechanics capable of making any adjustments or repairs as may be required. The firm must also have service truck capabilities.

K. Materials will be paid within 30 days of receipt/acceptance of same and receipt of invoice, or if a discount is allowed and is advantageous to the City, within five (5) days of receipt/acceptance of same and receipt of the invoice. Bids will be evaluated on both thirty (30) day and discount pricing.

REQUIRED_____ **NOT REQUIRED**__X_____

L. Travel time (incl. on-site repairs and/or pick up and delivery) is included within the labor or service warranty.

REQUIRED_____ **NOT REQUIRED**__X_____

2. **MATERIALS:**
Only new, unused, first quality material and/or equipment shall be offered by the bidder.

3. **BID RESULTS:**
Bid results will be available on the City's website, www.stcharlesil.gov, once they are tabulated or approved. In the alternative, the bidder may supply a self-addressed, stamped envelope for obtaining bid results. **NO** bid results will be given by telephone.

4. **ADDENDUM**
Any interpretation of the specifications or other changes will be made available on the City's web page under the "Bid & Proposals" page. It is the responsibility of the bidder to check periodically with the web page on updates and addendums.

5. **BID DEPOSIT**
A 10% bid deposit (certified check, cashier's check, or bank draft) or bid bond is required to accompany this bid. Failure to do so will eliminate the bid.

REQUIRED_____ **NOT REQUIRED**__X_____

6. **PERFORMANCE & PAYMENT BONDS**

A performance bond in the amount of 100% of the bid submitted is required within ten (10) calendar days of acceptance of the bidder's proposal by the City.

The performance bond of the successful bidder shall have a minimum "A" rating as defined in Best's Key Rating Guide, be conditioned on the faithful performance of the requirements of the contract, and shall have as surety a corporate surety authorized to act as such in Illinois. The performance and payment bonds shall cover payment for all labor and material, and insure completion of the project. The bidder will be responsible for all claims for injuries to persons or damages to property or premises arising out of or in connection with his or her operations prior to the acceptance of the finished work or supplies, and that he or she will promptly make payments to all persons supplying him or her or them with labor or materials in the prosecution of the work provided for in the contract; and shall guarantee to indemnify and save the City and its officers and employees harmless from all costs, damages, and expenses arising out of or by reason of the bidder's failure to comply and perform the work and complete the contract in accordance with the specifications.

The performance and payment bonds shall be in conformance with the requirements of the Illinois Act in relation to bonds of bidders entering into contracts for public construction. (Illinois Compiled Statutes Ch. 30, Sec. 550/1, et seq.)

REQUIRED_____ **NOT REQUIRED** X_____

7. **GENERAL GUARANTY**

The bidder agrees to (a) hold the City, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented, invention, article, or appliance furnished or used in the performance of the contract in which the bidder is not the patentee, assignee, licensee, or owner; (b) protect the City against latent defective material or workmanship and to repair or replace any damages or marring occurring in transit or delivery; (c) pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, and rules of the City and State of Illinois; (d) indemnify City against all claims for personal injury, death, and/or property damage arising out of the project.

8. **ASSIGNMENT**

Assignment of this contract or any part thereof, or any funds to be received thereunder by the bidder shall be subject to the approval of the City of St. Charles.

9. **DEFAULT**

The contract may be cancelled or annulled by the Purchasing Manager in whole or in part by written or electronic (Email) notice of default to the bidder upon nonperformance or violation of contract terms. An award may be made to the next lowest bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting bidder (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices. The bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the bidder to deliver materials or services within the time stipulated on his or her bid, unless extended in writing by the purchasing manager, shall constitute contract default.

10. **INSURANCE**

Detailed insurance requirements are included under City of St. Charles Certificate of Insurance Requirements.

The bidder shall secure and maintain in effect at all times, at his or her expense, insurance of the following kinds and limits to cover all locations of the bidder's operations in connection with work on his or her company's projects, naming the City of St. Charles as an additional insured. The bidder shall furnish Certificates of Insurance to the City Finance Department Purchasing Office before starting construction or within 10 days after the execution of the contract, whichever date is reached first. All insurance policies shall include a non-cancellation clause provision preventing cancellation without 30 days written prior notice to the City. In case of insurance cancellation, bidder shall obtain a new insurance policy in compliance with this paragraph prior to the effective date of cancellation.

Certificates of insurance must be completed on the ACORD 25-S form, with the cancellation clause revised and revisions initialed. An example is enclosed.

REQUIRED__X_____ NOT REQUIRED_____

For this **specific** project, the City of St. Charles is requiring a liability umbrella of $ 5,000,000 (aggregate for this project).

REQUIRED__X_____ NOT REQUIRED_____

11. **CERTIFICATE OF COMPLIANCE**
All bidders are required to complete the Certificate of Compliance (attached) as per the Illinois Compiled Statutes Ch. 65, Sec. 11-42.1-1, which will be returned with the bid.

12. **HEALTH AND SAFETY ACT**
All work under this contract shall comply with the Occupational Safety and Health Act (OSHA) of 1975, and all other federal, state or local statutes, rules or regulations affecting the work done under the contract.

13. **PREVAILING WAGE RATE**

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

The successful bidder and each subcontractor shall submit monthly, in person, by mail, or electronically, a certified payroll to the City of St. Charles. 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:

A. Such records are true and accurate;

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

C. 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 is 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.

14. **EXECUTION OF CONTRACT, INSURANCE, & PERFORMANCE & PAYMENT BONDS**

The successful bidder, within ten (10) business days after acceptance of the bidder's offer by the City, shall execute all requested contract documents, supply satisfactory evidence of required insurance, and furnish a satisfactory performance and payment bonds when required by the bid documents. In the event that the bidder fails to furnish required documents, insurance, and performance and payment bonds within ten (10) business days after acceptance of the bidder's offer by the City, then the City's acceptance of the offer shall automatically terminate, and the bid deposit of the bidder shall be retained by the City as reimbursement for administrative costs.

15. **RELEASE OF BID DEPOSITS**

Within a reasonable time after the bid opening, bid deposits of all except the three lowest responsible bidders will be released. The remaining deposits will be released after the successful bidder has executed the contract documents and furnished evidence of the insurance and bonds required by the bid documents.

16. **EQUAL OPPORTUNITY EMPLOYER**

The City of St. Charles is an equal opportunity employer, and all bidders are required to be equal opportunity bidders as defined by all applicable state and federal laws and regulations.

17. **VETERANS PREFERENCE**

The City of St. Charles, per Illinois Compiled Statutes Ch. 330, par. 55/1-55/3, gives preference to veterans for public works contracts, should a tie bid arise between local OR non-local bidders.

18. **CERTIFICATE OF NON-DISQUALIFICATION**

All bidders are required to submit a completed Certificate of Non-Disqualification (attached), as required under Illinois Compiled Statutes, Ch. 720, Sec. 33 E-11.

19. **PROVISIONS OF ST. CHARLES MUNICIPAL CODE**
All bids and contracts shall be in accordance with Title 2, Ch. 2.33 of the City of St. Charles Illinois Municipal code, as from time to time amended, which shall take precedence over and control all aspects of this contract, and which are incorporated herein by reference.

20. **SURVIVAL**
The provisions hereof shall survive and shall not merge with the resulting purchase order or contract awarded to the successful bidder, but shall be additional terms thereof; and the submission of a bid shall be deemed as acceptance of these terms.

21. **CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS**
All bidders are required to submit a completed Certificate of Compliance with Safety Standards (attached).

22. **CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257 OF THE ILLINOIS HUMAN RIGHTS ACT**
All bidders are required to submit a completed Certificate of Compliance with Public Act 87-1257 of the Illinois Human Rights Act (attached).

23. **WAIVERS OF MECHANICS LIEN**
A. With each application for payment, submit waivers of mechanics liens from the bidder, subcontractors, and suppliers for the construction period covered by the current application. Payment will not be released until the bidder has supplied the City with the waiver of liens.
    1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
    2. When an application shows completion of an item, submit final or full waivers.
    3. The City reserves the right to designate which entries involved in the work must submit waivers.
    4. Waiver Delays: submit each application for payment with the bidder's waiver of mechanics lien for the period of construction covered by the application.

A. Initial application for payment: administrative actions and submittals, that must precede or coincide with submittal of the first application for payment, include the following:
    1. List of subcontractors.
    2. List of principal suppliers and fabricators.
    3. Schedule of values.

REQUIRED_____ **NOT REQUIRED**__X_____

JH/cb

CERTIFICATE OF COMPLIANCE OF
ILLINOIS COMPILED STATUTES, CH. 65, SEC. 11-42.1-1

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that Muscat Painting & Decorating BRETT MUSCAT **(bidder) 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 Ch. 65, Sec. 11-42.1-1, Illinois Compiled Statutes.**

Muscat Painting & Decorating

Brett Muscat

Name of Bidder

By: [signature]

State of ILLINOIS,

County of KANE) **ss.**

Subscribed and sworn to before me this 6TH **day of** JULY, 2017

REGINA MUSCAT
Official Seal
Notary Public - State of Illinois
My Commission Expires Apr 12, 2020

Regina Muscat

Notary Public

CERTIFICATE OF NON-DISQUALIFICATION
UNDER ILLINOIS COMPILED STATUTES, CH. 720, SEC. 33E-11

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that Muscat Painting & Decorating _____(bidder) is not barred from contracting with any unit of State or local government, as a result of a violation of Ch. 720, Sec. 33E-11 of the Illinois Compiled Statutes.

MUSCAT PAINTING
555 ASHLAND AVE.
E. DUNDEE, IL 60118
Name of Bidder

By: _____

BRETT MUSCAT

State of ILLINOIS)
ss.
County of KANE)

Subscribed and sworn to before me this 6TH day of July, 2017.

REGINA MUSCAT
Official Seal
Notary Public - State of Illinois
My Commission Expires Apr 12, 2020

Regina Muscat
Notary Public

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

CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that Muscat Painting & Decorating _____(bidder) shall comply with all local, state and federal safety standards.

MUSCAT PAINTING
Name of Bidder
BRETT MUSCAT

By: _____

State of ILLINOIS),
ss.
County of KANE)

Subscribed and sworn to before me this 6TH day of JULY, 2017

REGINA MUSCAT
Official Seal
Notary Public - State of Illinois
My Commission Expires Apr 12, 2020

Regina Muscat
Notary Public

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

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that Muscat Painting & Decorating _____ (bidder) complies with the Illinois Human Rights Act as amended by Section 2-105, Public Act 87-1257 in relation to employment and human rights.

MUSCAT PAINTING
555 ASHLAND AVE.
E. DUNDEE, IL 60118

MUSCAT PAINTING
Name of Bidder
BRETT MUSCAT

By: _____

State of ILLINOIS),
County of KANE) ss.

Subscribed and sworn to before me this 6TH day of JULY, 2017

REGINA MUSCAT
Official Seal
Notary Public - State of Illinois
My Commission Expires Apr 12, 2020

Regina Muscat
Notary Public

CERTIFICATE OF COMPLIANCE WITH SALES TAX FORM

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that Muscat Painting & Decorating _____(bidder) shall comply with General Conditions, Paragraph 1.G. and the Illinois Department of Revenue tax exempt form.

MUSCAT PAINTING
555 ASHLAND AVE.
E. DUNDEE, IL 60118

MUSCAT PAINTING
Name of Bidder

BRETT MUSCAT
By: _____

State of ILLINOIS,
County of KANE, ss.

Subscribed and sworn to before me this 6TH day of JULY, 2017

REGINA MUSCAT
Official Seal
Notary Public - State of Illinois
My Commission Expires Apr 12, 2020

Regina Muscat
Notary Public

JH:cb
Bidders Section II

Illinois Department of Revenue
Office of Local Government Services
Sales Tax Exemption Section, 3-520
101 W. Jefferson Street
Springfield, IL 62702
217 782-6881

January 2, 2015

CITY OF ST CHARLES
DIRECTOR OF FINANCE
TWO EAST MAIN ST
ST CHARLES IL 60174

Effective January 1, 2015, we have renewed your governmental exemption from payment of the Retailers Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax, as required by Illinois law.

We have issued the following new tax exemption identification number:

E9996-0680-07
to
CITY OF ST CHARLES
at
ST CHARLES, IL

The terms and conditions governing use of your exemption number remain unchanged.

Office of Local Government Services
Illinois Department of Revenue

Issued To: _____

Company: _____

Date Issued: _____

Project: _____

Dates Valid: _____

Christopher A. Minick, Director of Finance

STE-70 (R-2/98)
IL-492-2824
10-0001268

City of St. Charles
Certificate of Insurance Requirements

Contractors shall carry all insurance coverage required by law. In addition, the Contractor shall carry, at its own expense, at least the following insurance coverage with a duly licensed and registered insurance company in the State of Illinois having a minimum A.M. Best rating of A-VI:

(a) Workers' Compensation & Occupational Diseases Insurance – Statutory amount for Illinois

(b) General Liability Insurance:

1) Bodily injury, with limits of not less than $1,000,000 each occurrence/
$2,000,000 aggregate;

2) Property damage, with limits of not less than $1,000,000 each occurrence/
$2,000,000 aggregate;

3) Contractual insurance – broad form, with limits of not less than $1,000,000
each occurrence/$2,000,000 aggregate.

(c) Automotive Liability Insurance:

1) $1,000,000 each occurrence/
$2,000,000 aggregate;

2) Property damage, with limits of not less than $1,000,000 each occurrence/
$2,000,000 aggregate. Property damage insurance coverage shall include non-owned, hired, leased, or rented vehicles, as well as owned vehicles.

(d) Umbrella liability $5,000,000.

(e) Contractor's insurance policy shall name City as an additional insured on the General Liability, Automotive Liability and Excess Liability insurance policies. The insurance coverage shall be written with insurance companies acceptable to City. All insurance premiums shall be paid without cost to City. The Contractor shall furnish to City a Certificate of Insurance attesting to the respective insurance coverage for the full contract term. Contractor shall submit satisfactory proof of insurance simultaneously with the execution of the contract.

(f) All insurance policies shall provide that the City shall receive written notice of cancellation or reduction in coverage of any insurance policy thirty (30) days to the effective date of cancellation.

Environmental Services Fire Hydrant Painting

St. Charles Public Works Department is seeking a contractor to perform Fire Hydrant Painting to the City's throughout the duration of the 2017/2018 fiscal year. The work will be completed between May 1, 2017 and ending on April 30, 2018. All work will be contracted on a unit basis.

Bids for Fire Hydrant Painting, as described in the accompanying technical scope, shall be received before **10:00 a.m., Friday, July 7, 2017**, at the City of St. Charles City Hall, 2 East Main Street, St. Charles, IL 60174, Council Chambers, and Attention: Purchasing Manager. Proposals will be read aloud at this time. Any proposal received subsequent to the time specified will be promptly returned to the Contractor unopened.

Proposals shall be in a sealed envelope labeled with "Sealed Bid – Fire Hydrant Painting".

Any questions shall be submitted to Tim Wilson via e-mail to the following e-mail addresses:

twilson@stcharlesil.gov

Upon receipt of questions prior to **July 1, 2017**, the Contractor shall receive a reply e-mail acknowledging the receipt of the question. Response to the question shall be as soon as practical. Should the question result in a clarification that requires addenda, such addenda will be issued via website update as soon as practical.

Questions submitted after 3;00 p.m., July 1, 2017, shall not be acknowledged or answered. Contractors shall take all necessary steps to propose questions prior to July 1.

City reserves the right to extend the due date. Should an extension be necessary, communication of such shall be e-mailed to all registered Contractors.

I. **Scope:** The work shall be performed throughout the City. In areas identified by city staff, and assigned to the painting contractor on total quantity based off of unit cost. All work performed shall be in compliance with the design and inspection an excerpt of which is provided herein these specifications. Once the contractor has been notified with a notice to proceeded from the City; the contractor will be require to responded to the city within fifteen business days with an expected project schedule.

Right to Change Scope of Work: Due to budget constraints, the City reserves the right to add or delete from the contract, as required. No adjustments in contract unit process or additional compensation will be made for alteration in the quantities or services from the contract. The quantities listed are estimates only, and may be altered.

II. FIRE HYDRANT BLASTING & PAINTING

Specifications:

The City will provide a map and hydrant inventory for each work area. The inventory will list each of the hydrant locations and identification numbers that will need service. The contractor shall document on a work sheet: the hydrant number, date completed, as well as an "P" for the prime coat, "F" for the first coat of paint, and a "S" for the second and finish coat, noting the date and times each were applied. Worksheet is to be supplied by the contractor.

Contractor will provide all materials, blast media, paint coatings, quality workmanship and labor in the preparation and application of the blasting and painting of fire hydrants.

Complete removal of existing coatings by sandblasting to a minimum SSPC-SP6, one prime coat and one final coat at recommended coverage rate of 6.0 – 10.0 wet mils per coating, including, labor, vehicles, equipment and materials for various commercial, industrial, and residential areas.

All metal/cast surfaces shall receive an abrasive blast that will remove paint, and rust from each fire hydrant. This includes barrel, caps, and chains. The minimum blast profile shall meet SSP-SP6 NACE 4 which includes containment and proper disposal of paint.

Commercial Blast Cleaning –

A commercial blast cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, paint, oxides, corrosion products and other foreign matter, except for staining. Staining shall be limited to no more than 33% of each square inch of surface area and may consist of light shadows, slight streaks or minor discoloration caused by stains of rust, stains of mill scale or stains of previously applied paint.

The contractor shall abrasive blast clean all surfaces to remove all rust, mil scale and existing paint on the entire hydrant in accordance with the Society for Protective Coatings Commercial Blast Clean for Steel (SSPC-SP6), which includes containment and proper disposal of paint

Contractor shall supply the appropriate blasting media that does not contain silica.

Acceptable Products or approved equal:

1) "Black Beauty" coal slag abrasive 20/40 Reed Minerals Division – Harsco Corporation
2) "GD4" abrasive 20/40 Green Diamond Grade #4 - ClemTex

Contractor shall use a shield or shroud in high traffic areas and as needed to protect and help collect the spent media, insuring that no damage or harm will be incurred within the area surrounding the fire hydrant while sandblasting.

Contractor shall pick-up, collect and disposes of excessive blast media paint chips as generated in the preparation of the fire hydrant.

Contractor shall conduct and abide in accordance with local and state environmental rules and regulations pertaining to the blasting operation utilizing appropriate:
a) Containment
b) Blast Media (non-silica based)
c) Reasonable disposal of spent media and waste generated during the blasting process.

Commercial Painting –

The contractor shall apply paint in strict accordance with the applicable manufacturer's printed data sheet and container label outlining recommended minimum and maximum surface and air temperatures required for application. Paint shall not be applied to wet or damp surfaces and shall not be applied in rain, snow, fog, mist, or when the relative humidity exceeds 85%

No paint shall be applied when it is expected that the relative humidity will exceed 85% and/or the air temperature will drop below recommended levels within 12 hours after paint application. Dew or moisture condensation should be anticipated, and if such conditions are prevalent, painting shall be delayed until certain that the surfaces are dry. Painting should be completed well in advance of the probable time prior to the formation of moisture on the surface.

The coating shall be applied at the specified thickness. If the specified thickness is not obtained, an additional coat(s) of paint shall be applied. Wet film thickness shall be measured in accordance with current ASTM D4414-95, "Standard Practice for Measurement of Wet Film Thickness by Notched Gauges". Dry film thickness shall be measured in accordance with current SSPC PA2, "Dry Paint Thickness with Magnetic Gauges".

Contractor shall take the measures to keep the dust and flying debris down to a minimum and control paint over-spray. The majority of our coatings have a dry fall circumference of five (5) feet.

The following manufactures have written warranty for Contractors process.
1. Sherwin Williams
2. Sherwin Williams Industrial Enamel HS
3. PPG High Gloss Enamel
4. Flynt Paint
5. Tnemec

All material shall be approved by City staff prior to them being brought to the job site. Materials are required to be in the original sealed and labeled containers of the paint manufacturer and shall be subject to inspection by the City. The contractor shall submit to the City, immediately upon completion of the job, certification from the paint manufacturer indicating the quantity of each coating purchased was sufficient to coat all

surfaces in accordance with the specifications and manufacturer's recommendations. No substitutions for the primer or paint are permissible.

Commercial Spray Gun Painting - Contractor uses conventional air-operated spray guns that operate at low pressures which atomizes coatings to offer exceptionally fine finishes and reduces overspray.

Prime Coat-
Before any rusting occurs, the contractor shall apply one coat of Sherwin Williams Kern Bond Universal Metal Primer to all surfaces to achieve a wet film thickness recommended by the manufacturer (listed on the primer specification sheet). All peaks in the surface profile shall be thoroughly coated.

Acceptable Products or approved equal:
Sherwin Williams Pro-Cryl

1st Top Coat-
The contractor shall coat all surfaces to achieve a wet film thickness recommended by the manufacturer (listed on the paint specifications sheet). All hydrants will be painted Safety Red

Acceptable Products or approved equal:
Sherwin Williams Sher-Cryl High Performance Acrylic

2nd Top Coat-
Apply a second top coat after the manufacturer's recommended drying time to provide complete coverage. The need for a 2nd top coat will be required by on all hydrants visual inspection and achieving the manufacturers recommended dry film thickness.

Acceptable Products or approved equal:
Sherwin Williams Sher-Cryl High Performance Acrylic

III. **General Conditions:** Contractor should have experience and provide three references with Hydrant Painting Work. The work schedule shall be coordinated by the City and the successful bidder. All work shall be completed an invoiced by April 30 of each contract year.

The Contractor may not start work before 7:00 AM weekdays, and must be completed for the day by 5:00 PM weekdays. Additional hours must be approved 24-hours in advance to coordinate inspection. Note that the contractor may be restricted with respect to work hours each day depending on special events in the area and weather. Weekend hours must be approved by the City in advanced, and generally will not be permitted.

Once the work starts on a site, the City expects within reason the work to proceed without delay to completion.

The Contractor shall provide a Safety Officer contact for the City Inspector to address any safety related concerns that arise on the job. The Safety Officer shall have the ability to respond and address the concern in a timely fashion.

The City Public Works facility, upon request, can be used for a job show up location. Utility trucks and private cars can be parked within our fenced in yard. The City reserves the right to revoke this privilege. The yard is open weekdays from 6:00 AM to 5:00 PM and is locked at all other times.

IV. **Traffic Control**: The Contractor is responsible for all traffic control and protection. Work in Right-of-Way requires traffic control and protection measures that meet IDOT standards for such. A City inspector will be making spot checks and any deficiencies must be addressed immediately. The City will secure an IDOT permit for any work on state roadways; however, the Contractor is responsible for reviewing the jobsite and quantifying the need for flaggers.

V. **Safety and Communication**: The contractor shall be responsible for scheduling with the surrounding property owners where hydrant painting will require the temporary relocation of vehicles or other property in order to complete the refinishing. The contractor shall construct a shield, or shroud, that will contain the over-spray. Any damage to the private property shall be the contractor's responsibility for repair. In the event of such damage, it must be reported to the City's Public Works Manager for Water.

VI. **Customer Service & Private Property:** Respect for resident and business property is very important. Where specialized equipment could be utilized to minimize private property damage, Contractor should consider such. Contractor shall make the City aware of any work on private property that may damage trees, landscaping, fences, sheds, or other property prior to starting work. Any abnormal damage, as deemed by the City Inspector, shall be the responsibility of the Contractor, without any additional payment by the City. The amount of forecast damage identified by the Contractor and communicated to/approved by the City, requiring advanced restoration shall be added to the evaluated price. To the extent that private property damage can be minimized, it is in the Contractor's best interest. Any driveways or sidewalks in the construction zone should be photographed by the Contractor prior to work starting to defend against resident claims that Contractor work cracked or damaged such. Contractor shall be responsible for defending and satisfying any claims for damage. Pending resident claims against the Contractor could delay final invoice processing.

VII. **Warranty:** All work and materials shall be warrantied for a minimum of one year from the date of acceptance. Any work proving defective within one year from the date of acceptance shall be redone without additional expense to the City for labor and/or workmanship and the warranty on the material, primer, and topcoat shall be one year. The warranty shall cover peeling, adhesion, cracking and premature fading. Prior to final payment, the assigned warranty card shall be provided to the City.

VII. **Liquidated Damages:** The City and the Contractor recognize that time and work quality is of the essence of this contract. They also recognize the delays, expense and difficulties involved in a legal proceeding. Instead, the Contractor shall be liable and shall pay the City as liquidated damages the amount shown in the following schedule. The liquidated damage amount specified will accrue and be assessed until the final completion of the total physical work of the contract. The City shall deduct these liquidated damages from any monies due to the Contractor for breach of this contract.

1. $100.00 per day for failure to complete work in the time frame required by this contract;
2. $100.00 per day for failure to clean up as required by this contract;
3. $100.00 for each hydrant improperly primed and painted.

Bid Pricing Request

This contract is a unit base the City should not be charge for any additional work related to the price structures provided. Mobilization, traffic control, protection, labor, materials, equipment, sand blasting, priming and overhead should be included in the unit cost. Annual the city spends on average about $50,000 - $60,000 in Hydrant Painting Annually.

Unit cost for May 1, 2017 – April 30, 2018 –

Item Letter	Items	Unit Cost	Estimate Number of units	Total Bid
A	Commercial Blast Cleaning	Included in Item B		
B	Commercial Priming and Painting	Each 71.78	700	50,246.00

Additional Clarifications – Award Criteria

All bid received in accordance with this request will be evaluated based on the criteria established by the City which may include but not be limited to bid price, quality, experience of the bidder, responsiveness of the bidder, adaptability of the particular material and equipment for the specific intended use and conformity to bid specification. The City reserves the right to reject any and or all bids for any reason, whether or not the bid is lowest and to waive any irregularities or technicalities in any bid. The contract, if awarded, will be awarded to the bidder whose bid is determined to be in the best interest of the City. Once delivered, all bids are irrevocable for a period of 30 days from the deadline.

Notice of Award

Date: _____, 2017

To:

Project: City of St Charles – FY 17/18 Fire Hydrant Painting

The City has considered the bid submitter by you for the above described work in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your bid has been accepted for items in the amount of _____($).

You are required by the information for bidders to execute the Agreement and Furnish the required Certificates of Insurance and project schedule with in Fifteen (15) calendar days of this Notice of Award.

You are required to return an acknowledged copy of this Notice of Award to the City

Dated this ____ day of _____, 2017

City of St Charles, Illinois

_____

Timothy Wilson
Public Works Manager
Environmental Services

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged by _____

this the _____day of _____,2017

Signature:_____

Printed name:_____

Title:_____

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

REFERENCES

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

QUALIFICATION OF BIDDER
Related scope of work References;

City of Elgin
Eric Weis
1 Million Gallon reservoir Steel rust maintenance finish coat painting tnemec epoxy
Misc Fire hydrants
Riverside Water Treatment Plant
Elgin, Illinois 60123 847-931-6159
Approx value 75,000

City of Elgin
Eric Weis
5 million Gallon reservoir cleaning priming concrete repair and elastomeric coating PPG
Riverside Water Treatment Plant
Elgin, Illinois 60123 847-931-6159
Approx value 75,000

Chris Drey 815-378-4061
Village of Shorewood
One Town Center Blvd
Shorewood, Illinois 60404
Light poles sandblasted primed painted
Approx 35,000

Village of Mount Prospect
50 South Emerson
Mount Prospect, Illinois
Parking garage approx 50,000
Paul Fahey
847-875-0886

Village of Huntley
11097 Main Street
Huntley, Illinios
light poles macro poxy and 218
approx value 55,000 cumulative years
Robert 847-561-3801

Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, Illinois 60521
Gina Hassett
630-789-7000
50 meter lap pool, dive well pool, 0 entry kiddie pool.
Approx value 52,000.00

Northbrook Park District
545 Academy Drive
Northbrook Illinois 60062
Nicole Buch
847-291-2960
District wide 2015 painting project
Approx value 33,000.00 and 38,000 multiyear

Park District of Highland Park
636 Ridge Rd
Highland Park, IL 60035
Nick Meo
847.831.3810
25 meter lap pool, 0 entry combo
Approx 25,000.00

Des Plaines Park District
Mystic Waters
2222 Birch Street
Des Plaines, Illinois
60018
Sand blasted pools o entry deep water and splash
Approx 40,000.00

Village of Wheeling
2 Commons Community Blvd
Wheeling Illinios 60090
Lori Hazlewood
847-279-6951
Light Pole painting project 2015-2017
Approx value total 60,000 over 3 years

City of Wilmette
Guy Lam
Public Works Department
711 Laramie Avenue
Wilmette, Illinois 60091
847-853-7705
Multi Year Contract street light pole painting IDOT traffic control
2015,2015,2016,2017

Batavia Park District
Attention Jim Eby
327 W. Wilson St.
Batavia, Illinois 60510
630-879-5235
Restoration of Train Depot Exterior
Approx 25,000

Oak Brook Park District
Darren
630-853-5507
Oak Brook Public Library Staining
Approx 17,000

Mike Brady Superintendant
Libertyville Public Works
Streets and Utilities Division
600 North Avenue
Libertyville, Illinois 847-918-2071
Approx 100,000 cumalitive years
Multi year contract Sternberg light poles with IDOT traffic control

Arlington Heights Park District

Chris Nisbet
410 N. Arlington Heights Road
Arlington Heights, Illinois 60004
847-398-7780
Approx 12,000 Gymnasium tennis courts

Village of Addison
Stewart McLeod
1491 West Jeffrey Drive
Addison Illinois 60101-4331
630-620-2020
Approx 30,000 per year multi year contract
Sandblasting fire hydrants 1500 hydrants

City of Geneva
Jennifer Hilkemann
1800 South Street
Geneva, Illinois 60134
630-232-1503
Approx 36,000 Traffic signals and light poles with IDOT traffic control

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

Dupage Forest Preserve
Kline Creek Farm
Multiple Buildings Exteriors
3S580 Naperville Road, Wheaton, Illinois 60189
630-988-7200
Wayne Miklausch Site Manager
Approx $35,000

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

approx 15,000

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

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

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

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

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

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

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

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

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

Conrad Fischer Elementary School
Elmhurst School District 205
Elmhurst Illinois
Gymnasium
Jerry Christopherson 630-730-0558

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

If you need more let us know.
Respectfully Submitted,

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

ADDENDUM 1 TO BID SECTION II of 2017/2018 Fire Hydrant Painting
2017/2018 FIRE HYDRANT PAINTING
FORMS

Purpose: City of St. Charles, St. Charles, Illinois

NOTICE: The quote is Not subject to Prevailing Wage.

MUSCAT PAINTING
& DECORATING
1-888-PAINT-11
www.muscatpainting.com 888-724-6811
brett@muscatpainting.com cell 847-361-7182
"where quality never goes out of style"

RECEIVED

ST. CHARLES SINCE 1834	**AGENDA ITEM EXECUTIVE SUMMARY**	Agenda Item number: 5.d
	Title:	Recommendation to approve an Ordinance Authorizing the City of St. Charles to borrow funds from the IEPA Water Pollution Control Loan Program for Biosolids / Operational Building
	Presenter:	Tim Wilson

Meeting: Government Services Committee	Date: July 24, 2017	
Proposed Cost: $154,990.32	Budgeted Amount: $0	Not Budgeted: ☒

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

During the 2013-2014 fiscal years, the City constructed a new Biosolids / Operational building. The project was funded by a low interest loan through the IEPA's Water Pollution Control Loan Program. Overall the project was budgeted at $10,149,065. At the time City Council approved only loan eligible funds which totaled $9,568,815. Loan eligible funds at this time included only construction, construction engineering and construction contingency costs, not construction interest costs.

Construction interest in the amount of $159,175.32 was not included in any of the original loan request. However for this project the City did decided to include the construction interest in the total loan amount and has only recently been informed by IEPA that the loan amount that was approved did not include construction interested .

As a housekeeping item we are asking for an amendment the loan agreement and an increase in the total amount borrowed of $154,990.32 to cover the construction interest, which is the difference between the construction interest amount and the amount the project was under budget, $4,183.00.

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

* 2012 - ILEPA Loan Agreement * 2017 – Authorized Loan Amendment Ordinance

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

Recommendation to approve an Ordinance Authorizing the City of St. Charles to borrow additional funds from the IEPA Water Pollution Control Loan Program for Biosolids / Operational Building in the amount of $154,990.32.

LOAN AGREEMENT

COPY

WASTEWATER PROJECT: L17-4716

LENDOR:
Illinois Environmental Protection Agency
Bureau of Water
Infrastructure Financial Assistance Section
P.O. Box 19276
1021 North Grand Avenue, East
Springfield, IL 62794-9276

RECIPIENT:
St. Charles
2 East Main Street
St. Charles, IL 60174-1926

FEIN: 366-006-090

TERMS OF THE LOAN

Loan amount:	$ 9,595,815.00		
Annual fixed loan rate:	2.2950 %		
Term:	20 years	Initiation of operation:	02/04/2014
Repayments:	Semi-annual	Initiation of repayment period:	02/04/2014
Construction start:	11/01/2012	First repayment due:	08/04/2014
Construction complete:	05/05/2014	Final repayment due:	02/04/2034

LOAN OFFER AND ACCEPTANCE

Offer by the State of Illinois Environmental Protection Agency

The Director (herein called the "Director") of the Illinois Environmental Protection Agency (herein called the "Agency") pursuant to the Environmental Protection Act, hereby offers to make a loan from the Water Revolving Fund, up to and not exceeding the above specified amount, at the fixed loan rate and repayment period given above, for the support of the efforts contained in the Project Description, herein. This Loan Offer is subject to all applicable State and Federal statutory and regulatory provisions, Standard and Special Loan Conditions, Procedures For Issuing Loans From the Water Pollution Control Loan Program (35 Ill. Adm. Code 365) and the terms specified in the Letter of Transmittal, attached hereto and included herein by reference.

John J. Kim — Agency Signature
John J. Kim, Interim Director — Name and Title
9/27/12 — Date

Lisa Bonnett — Agency Signature
Lisa Bonnett, Deputy Director — Name and Title
Date

This offer must be accepted, if at all, on or before 11/01/2012.

Acceptance on behalf of the Borrower (SIGNATURE)

Donald P. DeWitte — Authorized Representative
10/26/12 — Date

Donald P. DeWitte, Mayor
Name and Title of Authorized Representative (Type or Print)

EPORT VA_LN03 LOG # 008084

PROJECT DESCRIPTION

Funds will be utilized to construct a new main building and sludge handling building at St. Charles' Main Wastewater Treatment Plant. Project includes: 68,513 gallon Waste Activated Sludge (WAS) Storage Tank; WAS-Aeration Diffusion System; New Gravity Belt Thickener (GBT); GBT Feed Pumps; Liquid Polymer Feed System; 73,462 gallon Thickened WAS Holding Tank and transfer pumps; 3 Aeration Basin Blowers; Digested Sludge Dewatering System with 2 centrifuges and a screw conveyor system; 30-foot Digested Sludge Storage Tank; New Chemical Storage Room Addition; Operations Room, SCADA System Improvements, and all miscellaneous piping, electrical equipment, plus necessary ancillary appurtenances detailed in the basis of designs, plans and specifications. This work is covered by IEPA Construction Permit Number 2012-AB-0029.

PROJECT BUDGET

	TOTAL	ELIGIBLE
Design Engineering	$ 444,000.00	- 0 -
Construction Engineering	541,000.00	509,000.00
Construction	8,897,150.00	8,822,150.00
Contingency	266,915.00	264,665.00
Total Costs	$ 10,149,065.00	9,595,815.00

The loan amount is $ 9,595,815.00

COSTS EXCLUDED

LOAN INELIGIBLE

1. Cash allowances are ineligible at the time of bidding, but will be reviewed for eligibility and may be paid from the contingency line item of the loan when the actual costs are known. The construction contract included the following allowances:

-Gas Service - $20,000
-Eletrical Service - $15,000
-Unforeseen Piping Conflicts - $20,000
-Unforeseen Electrical Conflicts - $20,000

2. The Construction Engineering contract included a $4,000 warranty and $28,000 LEED Building Certification which are not loan eligible costs. Extended warranties are generally loan ineligible costs.

3. Loan Funds have not been requested for Design Engineering fees. If the Design Engineering contract is amended to meet loan eligibility requirements, Design Engineering fees may be requested to be paid from available loan contingency funds.

STANDARD CONDITIONS

See Attachment A

Attachment A

Loan Recipient: St. Charles
L174716

Loan Agreement – Standard Conditions
Illinois EPA Public Water Supply Loan Program

1. PROJECT SCHEDULE

For the purposes of this agreement, the start date will be the date the agreement is executed by the governmental entity and the complete date will be the date of final repayment. Any obligation of the State of Illinois and the Agency to make any disbursement of loan funds shall terminate unless this project work is initiated and completed in accordance with the schedule contained in the Loan Agreement.

2. DISBURSEMENTS

Disbursement requests for project work will be processed based on costs incurred, subject to the appropriation of funds by the Illinois General Assembly. Such disbursement requests will be monitored for compliance with applicable state and federal laws and regulations, including Section 705/4(b)(2) of the Illinois Grant Funds Recovery Act (30 ILCS 705), and shall constitute quarterly reports as required therein by describing the progress of the project and the expenditure of the loan funds related thereto. Any loan funds remaining unexpended in the project account after all application loan conditions have been satisfied and a final loan amendment has been executed shall be returned to the State within forty-five (45) days of the execution date on the final loan amendment.

3. REPAYMENT SCHEDULE – Nature of Obligations, Fixed Loan Rate, Interest, Loan Support, and Principal Payments.

a) In accordance with Ill. Adm. Code 662.440, the fixed rate is comprised of interest and loan support, both of which are established annually and will be reported at the Agency's public hearing. The term "interest" is used in this Loan Agreement as well as future correspondence, repayment schedules, etc. to reflect both interest and loan support.
b) This Loan Agreement has been issued and entered into pursuant to an authorizing ordinance of the loan recipient. The recipient recites that it has taken all required actions to enter into the Loan Agreement and has complied with all provisions of law in that regard.
c) By this Loan Agreement, the loan recipient agrees to repay to the Agency (or, upon notice by the Agency to the loan recipient, the Agency's assignee) the principal amount of the loan with interest on the outstanding and unpaid principal amount of the loan from time to time until repaid in full, all as provided in this Loan Agreement.
d) For purposes of determining the repayment amount, the principal amount of the loan shall be the total amount of loan disbursements made by the Agency under this Loan Agreement, plus interest treated as principal as provided in paragraph (g) below. The amount financed shall not exceed the amount identified in the approved authorizing ordinance.
e) The final principal amount will be determined by the Agency after a final disbursement request, final inspection and project review have been made to ensure all applicable loan conditions have been satisfied.
f) Simple interest on each loan disbursement will begin on the day after the date of the issuance of a warrant by the Comptroller of the State of Illinois.

g) Interest and principal on the loan will be due on the dates and in the amounts as set forth in repayment schedules provided for in this paragraph. Upon the initiation of the loan repayment period, the Agency shall establish and notify the loan recipient of an interim repayment schedule in accordance with the terms of this loan. After the Agency conducts the final review of the costs of the project to establish the final principal amount, the Agency shall establish and notify the loan recipient of a final repayment schedule. For purposes of calculating the repayment schedules, the Agency shall consider principal of the loan to consist of all unrepaid disbursements plus all unrepaid interest accrued on these disbursements at the time the schedule period begins. Each of these repayment schedules shall provide for repayment installments consisting of principal plus simple interest on the unpaid principal balance. The installment repayment amount may change when the interim repayment schedule is replaced by the final repayment schedule.
h) Interest on each loan disbursement shall be calculated on the basis of the total number of days from the date the interest begins to accrue to the beginning of the repayment period and will be calculated on a daily basis using a 365 day year. All interest due on the principal of the loan during the repayment period is calculated on a periodic basis.
i) The Loan Agreement shall be subject to prepayment at any time in whole or in part, at the option of the loan recipient, by payment of the outstanding principal plus accrued and unrepaid interest on that principal accrued to the date of prepayment.

4. MODIFIED OR SUBSEQUENT ORDINANCES

The ordinance authorizing entry into this Loan Agreement or dedicating the source of revenue shall not be amended or superseded substantively or materially without the prior written consent of the Agency.

5. DBE REPORTING REQUIREMENTS

The loan recipient is required to comply with the Disadvantaged Business Enterprise (DBE) reporting requirements as established and mandated by federal law and implemented in federal code: 40 CFR Part 33. Compliance with the code will necessarily involve satisfaction of the six (6) good faith efforts as set forth in the federal DBE program, and will require the use of the particular contract specifications and language for advertising of the project. More information and guidance on the DBE requirements is available on the IEPA web site at:
http://www.epa.state.il.us/water/forms.html#financial-assistance

6. COMPLIANCE WITH ACT AND REGULATIONS

The Agency shall not make any payments under this loan offer if the construction project has been completed and is being operated in violation of any of the provisions of the Safe Drinking Water Act, Environmental Protection Act and Public Water Supply Regulations of Illinois (Title 35: Subtitle F: Chapter I: Pollution Control Board Regulations and Chapter II: Agency Regulations) adopted thereunder.

7. FINAL INSPECTION

The loan recipient must notify the Agency in writing within 30 days of the completion of project construction and submit the final change order, along with the contractor's final costs. The plans of record should be forwarded to the appropriate Agency regional field office. The Agency will schedule the final inspection within 60 days of the receipt of the notice, provided all necessary change orders have been submitted and approved by the Agency.

8. OPERATION AND MAINTENANCE OF THE PROJECT

The Agency shall not approve the final inspection for the project unless the loan recipient has certified that the training and operation and maintenance documents have been provided in accordance with 35 Ill. Adm. Code 662.740.

9. FLOOD INSURANCE

Evidence must be provided that flood insurance has been acquired on eligible structures constructed under this Loan Agreement as soon as structures are insurable.

10. DELINQUENT LOAN REPAYMENTS

a) In the event that a repayment is not made by a loan recipient according to the loan schedule of repayment, the loan recipient shall notify the Agency in writing within 15 days after the repayment due date in accordance with 35 Ill. Adm. Code 662.1120 Delinquent Loan Repayments.
b) After the receipt of this notification, the Agency shall confirm in writing the acceptability of the loan recipient's response or take appropriate action.
c) In the event that the loan recipient fails to comply with the above requirements, the Agency shall promptly issue a notice of delinquency which requires a written response within 30 days.
d) Failure to take appropriate action shall cause the Agency to pursue the collection of the amounts past due, the outstanding loan balance and the costs thereby incurred, either pursuant to the Illinois State Collection Act of 1986 (30 ILCS 210) or by any other reasonable means as may be provided by law.

11. SINGLE AUDIT ACT

Federal funds from Capitalization Grants for the Drinking Water State Revolving Fund (i.e. see Catalogue of Federal and Domestic Assistance Number 66.468) which the Agency receives from the U.S. Environmental Protection Agency, may be used for this loan. Receipt of federal funds may require an annual audit which conforms to the Single Audit Act and O.M.B. Circular A-133. If a Single Audit is required, all loans from the Drinking Water State Revolving Fund receiving federal funds must be audited and included in the audit report. The Agency will notify the recipient of any federal funds disbursed during the recipient's fiscal year.

12. SUBCONTRACTS UNDER CONSTRUCTION CONTRACTS

The award or execution of all subcontracts by a prime contractor and the procurement and negotiation procedures used by such prime contractor in awarding or executing such subcontracts shall comply with:
a) All provisions of federal, State and local law.
b) All provisions of 35 Ill. Adm. Code 662 with respect to fraud and other unlawful or corrupt practices.
c) All provisions of 35 Ill. Adm. Code 662 with respect to access to facilities, records and audit of records.

13. REQUIREMENTS OF BOND ORDINANCE

If the dedicated source of revenue is pledged in a subordinate position to an existing revenue bond ordinance, the covenants regarding coverage and reserve shall be in accordance with 35 Ill. Adm. Code 662.930.

14. RECORDS RETENTION

The loan recipient agrees to establish and maintain the books and other financial records pertaining to this project in accordance with Generally Accepted Accounting Principles. The loan recipient shall maintain all books and records pertaining to this project for a period not less than 3 years from the date of the final loan closing. All records pertaining to the issuance of bonds and the repayment of this loan shall be maintained for a period not less than 3 years from the final repayment date. The loan recipient agrees to permit the Agency or its designated representatives, including the Illinois Auditor General and the Illinois Attorney General, to inspect and audit the books and financial records pertaining to the project and the expenditure of the loan funds related thereto.

15. CONTINUING DISCLOSURE

The recipient covenants and agrees that, if at any time the Agency shall notify the recipient that the recipient is deemed to be an "obligated person" for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"), the recipient shall promptly execute an undertaking in form acceptable to the Agency in compliance with the Rule in which the recipient shall agree, among other things, to provide annual financial information (as defined in the Rule) with respect to the recipient to all required information repositories for so long as the recipient shall be deemed an obligated person. The recipient shall be deemed to be an obligated person at any time one or more of the recipient's outstanding loans with the Agency which are pledged to secure bonds issued on behalf of the Agency and the aggregate principal amount of such loan or loans exceeds a percentage (currently 20%) of the aggregate principal amount of all loans of the Agency pledged to secure such bonds.

16. WAGE RATE REQUIREMENTS

The loan recipient is required to comply with Wage Rate requirements established in rules issued by the U.S. Department of Labor to implement the Davis-Bacon Wage Act and other related acts (29 CFR Parts 1, 3 and 5). These rules require a number of specific actions by the federal funding recipient (the IEPA), the sub-recipient (the loan recipient) and the contractor, including payroll record certification and reporting as required. More information and guidance on the Davis-Bacon Wage Act requirements are available on the IEPA web site at: http://www.epa.state.il.us/water/forms.html#financial-assistance

17. REPORTING REQUIREMENTS

The loan recipient will be required to comply with the volume and frequency of reporting requirements that may be required by the federal or State funding authority.

18. ADDITIONAL COMPLIANCE ITEMS

The loan recipient, prime contractor(s) and subcontractor(s) shall comply with applicable federal funding certifications, non-discrimination statutes, regulations and environmental standards, including but not limited to the following:

a) The Americans with Disabilities Act of 1990, as amended, and 42 USC 12101
b) New Restrictions on Lobbying 40 CFR Part 34
c) Complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Form (I-9)

d) False Claims Act – Prompt referral to USEPA's Inspector General of any credible evidence of a false claim or criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds under this loan (Loan Recipient Only)
e) The Coastal Zone Management Act of 1972, 16 U.S.C. 1451 (Loan Recipient Only)

19. CERTIFICATION

By accepting this loan offer, the loan recipient certifies under oath that all information in the loan agreement and the related loan application is true and correct to the best of the loan recipient's knowledge, information and belief, and that the loan funds shall be used only for the purposes described in the loan agreement. This offer of loan funds is conditioned upon such certification.

Grants\FAS Letter Book\Loan Agreement Standard Conditions\FY12 Standard Conditions No. 1.docx

State of Illinois)
) **ss.**
Counties of Kane and DuPage)

Certificate

I, NANCY GARRISON, certify that I am the duly elected and acting Municipal City Clerk of the City of St. Charles, Kane and DuPage Counties, Illinois.

I further certify that on March 5, 2012, the Corporate Authorities of such municipality passed and approved Ordinance No. 2012-M-5, entitled

"Ordinance Authorizing the City of St. Charles, Kane and DuPage Counties, Illinois to Borrow Funds from the Water Pollution Control Loan Program,"

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2012-M-5, including the Ordinance and a cover sheet thereof was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on March 9, 2012, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

DATED at St. Charles, Illinois, this 5th day of March 2012.

(S E A L)

Nancy Garrison
Municipal Clerk

City of St. Charles, Illinois

Ordinance No. 2012-M-5

Ordinance Authorizing the City of St. Charles, Kane and DuPage Counties, Illinois to Borrow Funds from the Water Pollution Control Loan Program

Adopted by the

City Council

of the

City of St. Charles

March 5, 2012

Published in pamphlet form by authority of the City Council of the City of St. Charles, Kane and Du Page Counties, Illinois, March 9, 2012

Nancy Garrison

City Clerk

(S E A L)

Pamphlet Form 03/05/12

MINUTES 03/05/12
PAGE

City of St. Charles, Illinois
Ordinance No. 2012-M- 5

An Ordinance Authorizing the City of St. Charles, Kane and DuPage Counties, Illinois to Borrow Funds from the Water Pollution Control Loan Program

WHEREAS, the City of St. Charles, Kane and DuPage Counties, Illinois (the "City"), operates its sewerage system (the "System") in accordance with the provisions of Article VII, Section 6 of the Illinois Constitution of 1970 and the Local Government Debt Reform Act (30 ILCS 350/1 *et seq.*) (collectively, the "Acts"); and

WHEREAS, the Mayor and City Council of the City (the "Corporate Authorities") have determined that it is advisable, necessary and in the best interest of the public health, safety and welfare to improve the System; and

WHEREAS, the Corporate Authorities desire to make the following improvements to the System, including, but not limited to: construction of a Biosolids/Operations Building at the Main Wastewater Treatment Plan, together with any required land or rights in land and all electrical, mechanical and other services necessary, useful or advisable to the construction and installation thereof (the "Project"), which Project has a useful life of more than twenty one (21) years; and

WHEREAS, the construction and installation of the Project shall be in accordance with the plans and specifications prepared by Trotter and Associates, Inc., consulting engineers for the City;

WHEREAS, the estimated cost of construction and installation of the Project, including

engineering, legal, financial and other related expenses is $9,600,000, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the Illinois Environmental Protection Agency desires, through the Water Pollution Control Loan Program, to provide funds to the City in the form of a loan for the purposes of constructing and installing the Project; and

WHEREAS, the City desires to obtain said loan; and

WHEREAS, the cost of the Project is expected to be paid from the proceeds of said loan; and

WHEREAS, the loan is to be repaid from revenues of the System; and

WHEREAS, the loan shall bear interest at a rate specified 35 Ill. Adm. Code 365.110 *et seq.*, but said rate shall not exceed the maximum rate authorized by the Bond Authorization Act (30 ILCS 305/0.01 *et seq.*), at the time of the issuance of the loan; and

WHEREAS, the principal and interest payments shall be payable semi-annually, and the loan shall mature in twenty (20) years, which is within the period of useful life of the Project; and

WHEREAS, in accordance with the provisions of the Acts and other applicable laws, the City is authorized to borrow funds from the Water Pollution Control Loan Program in the aggregate principal amount of $9,600,000 to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the City shall be made pursuant to a Loan Agreement, including certain terms and conditions between the City and the Illinois Environmental Protection Agency.

NOW THEREFORE, be it ordained by the Corporate Authorities of the City of St. Charles, Kane and DuPage Counties, Illinois, as follows:

SECTION 1. Incorporation of Preambles. The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. Determination to Borrow Funds. The Corporate Authorities hereby find and determine that: (1) it is necessary and in the best interests of the City to construct and install the Project for the public health, safety and welfare, in accordance with the plans and specifications, as described herein; (2) that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act (415 ILCS 5/1 *et seq.*) and other applicable laws; and (3) that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the City in the aggregate principal amount (which can include construction period interest financed over the term of the loan) in an amount not to exceed $9,600,000.

SECTION 3. Additional Ordinances. The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the Project or purposes described herein. Any additional ordinances or proceedings shall in all instances become

effective in accordance with law. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law. However, notwithstanding the above, the City may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City to pay the principal and interest due to the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 4. Loan Not Indebtedness of City. Repayment of the loan to the Illinois Environmental Protection Agency by the City pursuant to this Ordinance is to be solely from the revenue derived from revenues of the System, and the loan does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation.

SECTION 5. Application for Loan. The Mayor is hereby authorized and directed to make application to the Illinois Environmental Protection Agency for a loan through the Water Pollution Control Loan Program, in accordance with the loan requirements set forth in 35 Ill. Adm. Code 365.010 *et seq.*

SECTION 6. Acceptance of Loan Agreement. The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Water Pollution Control Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the Project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 7. Authorization of the City Officials to Execute Loan Agreement. The Mayor is hereby authorized and directed to execute a Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the Mayor for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

SECTION 8. Severability. If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 9. Repealer. All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

SECTION 10. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form in the manner as provided by law.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 5th day of March, 2012.

PASSED by the City Council of the City of St. Charles, Illinois, this 5th day of March, 2012.

APPROVED by the City Council of the City of St. Charles, Illinois, this 5th day of March, 2012.

Donald P. DeWitte, Mayor

ATTEST:

Nancy Garrison, City Clerk

COUNCIL VOTE:
Ayes: 9
Nays:
Absent: 1
Abstain:

LAW OFFICES OF
GORSKI & GOOD, LLP

GERALD M. GORSKI
THOMAS W. GOOD
ROBIN N. JONES

211 SOUTH WHEATON AVENUE
SUITE 305
P.O. BOX 611
WHEATON, ILLINOIS 60187-0611
(630) 665-7500
FAX (630) 665-8670

March 7, 2012

Ms. Vera Herst
Illinois Environmental Protection Agency
1021 North Grand East
P.O. Box 19276
Springfield, IL 62794-9276

Re: Water Pollution Control Loan Program – St. Charles Biosolids/Operations Building Project

Dear Ms. Herst:

In connection with the above described project for the City of St. Charles, Kane and DuPage Counties, Illinois, I have reviewed relevant documents, which include the following: Ordinance Number 2012-M-5 entitled "An Ordinance Authorizing the City of St. Charles, Kane and DuPage Counties, Illinois to Borrow Funds from the Water Pollution Control Loan Program" (the "Ordinance") and such other documents as we have deemed pertinent.

Based upon my review of the foregoing, we are of the opinion that:

1. The City of St. Charles is a duly organized municipality of the State of Illinois, validly existing and in good standing under the Constitution and Laws of the State of Illinois. The City of St. Charles is a home rule unit of local government under the Constitution of the State of Illinois and is governed by City Council consisting of the Mayor and ten (10) aldermen.

2. The City Council has duly enacted and effectively adopted the Ordinance authorizing the borrowing of funds from the Illinois Environmental Protection Agency Water Pollution Control Loan Program.

3. The execution of the Loan Agreement and related documents pursuant to the provisions of said Ordinance and relevant provisions of the Illinois Administrative Code will constitute valid and binding obligations of the City in accordance with the terms as set forth in said documents.

4. The passage of the Ordinance and the execution of the Loan Agreement and related documents will not conflict with, or result in a breach of any provision of, or constitute

a default under, any indenture, mortgage, deed of trust or other agreement or instruments to which the City is a party or by which it or its properties are bound.

5. There are no obligations which are senior to the proposed loan with the Illinois Environmental Protection Agency Public Water Supply Loan Program.

This opinion is predicated solely upon laws and regulations in existence as of the present date and as they presently apply. Further, this opinion is rendered solely for your benefit and no other parties shall be entitled to rely on any matters set forth herein without the express written consent of the undersigned. This opinion is limited to the IEPA Loan (St. Charles Biosolids/Operations Building Project) described above and no opinion may be inferred or implied beyond that expressly stated in this letter.

Very Truly Yours,

Gorski & Good, LLP

City of St. Charles, Illinois
Ordinance No. 2017-M-____

An Ordinance Authorizing the City of St. Charles, Kane and DuPage Counties, Illinois to Borrow Funds from the Water Pollution Control Loan Program

WHEREAS, the City of St. Charles, Kane and DuPage Counties, Illinois (the "City"), operates its sewerage system (the "System") in accordance with the provisions of Article VII, Section 6 of the Illinois Constitution of 1970 and the Local Government Debt Reform Act (30 JLCS 350/1 *et seq.)* (collectively, the "Acts"); and

WHEREAS, the Mayor and City Council of the City (the "Corporate Authorities") have determined that it is advisable, necessary and in the best interest of the public health, safety and welfare to improve the System; and

WHEREAS, the Corporate Authorities desire to make the following improvements to the System, including, but not limited to: construction of a Biosolids/Operations Building at the Main Wastewater Treatment Plan, together with any required land or rights in land and all electrical, mechanical and other services necessary, useful or advisable to the construction and installation thereof (the "Project"), which Project has a useful life of more than twenty one (21) years; and

WHEREAS, the construction and installation of the Project shall be in accordance with the plans and specifications prepared by Trotter and Associates, Inc., consulting engineers for the City;

WHEREAS, the estimated cost of construction and installation of the Project, including

engineering, legal, financial and other related expenses is $9,754,990.32, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the City was authorized to borrow $9,600,000 through the Water Pollution Control Loan Program pursuant to Ordinance 2012-M-5, adopted March 5, 2012; and

WHEREAS, the City has a need to borrow an additional $154,990.32 so that the total amount the City is authorized to borrow is $9,754,990.32; and

WHEREAS, the Illinois Environmental Protection Agency desires, through the Water Pollution Control Loan Program, to provide funds to the City in the form of a loan for the purposes of constructing and installing the Project; and

WHEREAS, the City desires to obtain said loan; and

WHEREAS, the cost of the Project is expected to be paid from the proceeds of said loan; and

WHEREAS, the loan is to be repaid from revenues of the System; and

WHEREAS, the loan shall bear interest at a rate specified 35 Ill. Adm. Code 365.1 10 *et seq.,* but said rate shall not exceed the maximum rate authorized by the Bond Authorization Act (30 ILCS 305/0.01 *et seq.),* at the time of the issuance of the loan; and

WHEREAS, the principal and interest payments shall be payable semi-annually, and the loan shall mature in twenty (20) years, which is within the period of useful life of the Project; and

WHEREAS, in accordance with the provisions of the Acts and other applicable laws, the City is authorized to borrow additional funds from the Water Pollution Control Loan

Program in the aggregate principal amount of $154,990.32, for a total of $9,754,990.32, to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the City shall be made pursuant to a Loan Agreement, including certain terms and conditions between the City and the Illinois Environmental Protection Agency.

NOW THEREFORE, be it ordained by the Corporate Authorities of the City of St. Charles, Kane and DuPage Counties, Illinois, as follows:

SECTION 1. Incorporation of Preambles. The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. Determination to Borrow Funds. The Corporate Authorities hereby find and determine that: (1) it is necessary and in the best interests of the City to construct and install the Project for the public health, safety and welfare, in accordance with the plans and specifications, as described herein; (2) that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act (415 ILCS 5/1 *et seq.)* and other applicable laws; and (3) that for the purpose of constructing the Project, it is hereby authorized that additional funds be borrowed by the City in the aggregate principal amount (which can include construction period interest financed over the term of the loan) in an amount not to exceed $154,990.32, for a total amount of $9,754,990.32.

SECTION 3. Additional Ordinances. The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency,

prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the Project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with law. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law. However, notwithstanding the above, the City may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City to pay the principal and interest due to the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 4. Loan Not Indebtedness of City. Repayment of the loan to the Illinois Environmental Protection Agency by the City pursuant to this Ordinance is to be solely from the revenue derived from revenues of the System, and the loan does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation.

SECTION 5. Application for Loan. The Mayor is hereby authorized and directed to make application to the Illinois Environmental Protection Agency for a loan through the Water Pollution Control Loan Program, in accordance with the loan requirements set forth in 35 Ill. Adm. Code 365.010 *el seq.*

SECTION 6. Acceptance of Loan Agreement. The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Water Pollution Control Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the Project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 7. Authorization of the City Officials to Execute Loan Agreement. The Mayor is hereby authorized and directed to execute a Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the Mayor for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan.

SECTION 8. Severability. If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 9. Repealer. All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

SECTION 10. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form in the manner as provided by law.

PRESENTED to the City Council of the City of St. Charles, Illinois, this ____day of August, 2017.

PASSED by the City Council of the City of St. Charles, Illinois, this ____day of August, 2017.

APPROVED by the City Council of the City of St. Charles, Illinois, this ____day of August, 2017.

_____
Raymond P. Rogina, Mayor

ATTEST:

_____
City Clerk

COUNCIL VOTE:
Ayes:
Nays:
Absent:
Abstain:

ST. CHARLES SINCE 1834	**AGENDA ITEM EXECUTIVE SUMMARY**	Agenda Item number: 5.e
	Title:	Recommendation to Award the Bid for On-Call Landscaping Restorations
	Presenter:	Tim Wilson

Meeting: Government Services Committee	Date: July 24, 2017	
Proposed Cost: $30,000	Budgeted Amount: $30,000	Not Budgeted: ☐

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

The City of St. Charles Water and Wastewater Utilities are seeking a contractor to perform landscape restoration work for the FY 2017/2018. Restoration work would follow any underground utility repair made by city crews or other construction activities associate with the work of the Environmental Services Division. The work typically includes seed, sodding and black dirt restoration. All work will be contracted on a per unit basis.

The City received three bids for On-Call Landscaping Restoration on June 30, 2017. The Langton Group submitted the lowest responsible unit cost bid and meets all the requirements of the City. One bid was rejected due to the bidder not including Prevailing Wages on their bid.

The bid was based on typical types of restoration per unit cost. The Water and Wastewater Divisions spend approximately $20,000 to $30,000 annually on restoration repairs.

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

* Bid Tabulation * Bid Withdraw Pederson Company * Langton Group Bid

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

Recommendation to award Unit Cost Bid to Langton Group for a one year period beginning May 1, 2017 through April 30, 2018.

Bid Tab for Environmental Services On-Call Landscaping Restoration

Bid Opening- 6/30/2017 10:00 AM

Year– 5/1/2017 – 4/30/2018

Bidders -

		Cornerstone Partners		***Langton Group***		***Pedersen Company***	
		P.O. Box 745 - St Charles, IL 60174		**Woodstook, IL 60098**		**6N543 IL Rt 25; St Charles, IL 60174**	
Item Letter	**Item Discription**	**Unit**	**Unit Price**	**Unit**	**Unit Price**	**Unit**	**Unit Price**
A	Final Shaping, Trimming and Finishing	Included in Item B		Included in Item B		Included in Item B	
B	Topsoil / Composting Furnish and Placement						
	2” Thickness	Sq. Yd.	**33.44**	Sq. Yd.	**16**	Sq. Yd.	**6**
	4” Thickness	Sq. Yd.	**66.52**	Sq. Yd.	**32**	Sq. Yd.	**8**
	6” Thickness	Sq. Yd.	**99.74**	Sq. Yd.	**48**	Sq. Yd.	**10**
C	Landscaping (Sod Placement)	Sq. Yd.	**24.83**	Sq. Yd.	**18**	Sq. Yd.	**6.5**
D	Landscaping (Seed Placement)						
	IDOT Seed Class 1	Lb.	**16.54**	Lb.	**12.5**	Lb.	**27.85**
	IDOT Seed Class 2	Lb.	**16.02**	Lb.	**10**	Lb.	**27.46**
	IDOT Seed Class 3	Lb.	**24.83**	Lb.	**29.25**	Lb.	**43.97**
	IDOT Seed Class 4	Lb.	**18.45**	Lb.	**24.38**	Lb.	**66.62**
	IDOT Seed Class 5	Lb.	**226.38**	Lb.	**715**	Lb.	**697.91**
	Fertilizer	Lb.	**13.61**	Lb.	**0.78**	Lb.	**2.5**
E	Mulch (Erosion Control)						
	Mulching	Lb.	**9.75**	Lb.	**2.14**	Lb.	**2.9**
	Erosion Control Blanket	Sq. Yd.	**23.74**	Sq. Yd.	**1.71**	Sq. Yd.	**2**
	Turf Reinforcement Mat	Sq. Yd.	**23.34**	Sq. Yd.	**3.6**	Sq. Yd.	**4.5**
G	Watering	Hr.	**127.85**	Hr.	**116**	Hr.	**110**

Note : Withdraw from Bid

Wilson, Tim

From: Estimating Pedersen <Estimating@pedersencompany.com>
Sent: Wednesday, July 05, 2017 12:50 PM
To: Wilson, Tim
Subject: St. Charles Public Bid for On Call Restoration

Hi Tim,

In light of this project being 100% prevailing wage and having taken a second look at our numbers, we do appreciate you giving us the opportunity to withdraw our bid and would like to officially do so. Please let me know if you need anything additional from us, and I greatly apologize for any inconvenience this has caused.

Thanks!
Jennifer

Jennifer Krupa, Estimator
Pedersen Company
6N543 Rte 25
St Charles Il 60174

Office 847-488-0303
Fax 847-488-0966

INVITATION TO BID

AND

SPECIFICATIONS

FOR

2017/18-Environmental Services On-Call Landscaping Restorations Bid

CITY OF ST. CHARLES

ILLINOIS

2017

SPECIFICATION # 1700602

BID OPENING: June 2, 2017

CONTENTS

SECTION	TITLE
I.	INVITATION TO BID
II.	INFORMATION TO BIDDERS, & SPECIFICATIONS
III.	BID FORMS

SPECIFICATION # 170602

BID OPENING : June 2, 2017

MWS:cjb

Bids\SERVICES\En Srvs Landscapg Inst

SECTION I

NOTICE TO BIDDERS

Sealed bids will be received at the City of St. Charles Office of the Purchasing Manager, Two East Main Street, St. Charles, Illinois 60174 no later than **10:00 a.m, Friday, June 2**, 2017, for the Environmental Services On-Call Landscaping Restorations-2017/18. All bids will be opened publicly and read aloud in the Council Chambers located at Two East Main Street, St. Charles, IL 60174, at **10:00 a.m, Friday, June 2**, 2017.

St. Charles Public Works Department is seeking a contractor to perform on-call landscaping restoration to the City's throughout the duration of the 2017/2018 fiscal year. The work will be completed between May 1, 2017, and ending on April 30, 2018. All work will be contracted on a unit basis.

Bid Documents and Bid form may be obtained at no charge at the City of St. Charles website at http://www.stcharlesil.gov/bids-proposals. It is the responsibility of the contractor to frequently check the City's website for any future addendums.

Bids shall be in labeled sealed envelopes.

CITY OF ST. CHARLES
Mike Shortall
Inventory Control & Purchasing Manager

MWS:cjb

SECTION II
INFORMATION TO BIDDERS

1. **GENERAL CONDITIONS:**

A. Bids shall be submitted in a sealed envelope, inserted in a larger sealed envelope. Both envelopes shall be clearly marked with the word "Bid," and the name of the project or subject of the bid. (Sec. 2.33.200A of the St. Charles Municipal Code). The outer envelope shall be addressed "Purchasing Manager, City of St. Charles, Two East Main Street, St. Charles, IL 60174 and include the Bid Project Name." Include a return address on both envelopes. Bids received after the specified time and date will be returned unopened. Bids shall be on City of St. Charles bid form and shall be returned attached to the original specification sheets. Copies are not acceptable. **All bids submitted are binding through April 30, 2018.**

B. All bid proposals must be signed with the firm name and by an authorized officer or employee of the company. One bid per bidder is allowed.

C. The award of bids shall be made, after determination of the successful bidder by the City Council, by issuance of a City purchase order from the City of St. Charles Purchasing Manager and/or the Purchasing Manager's designee to the successful bidder.

D. The City of St. Charles reserves the right to waive minor specification deviations and reject any or all bids, and to accept the bid, which is in the opinion of the City Council, the lowest conforming bid from a responsible bidder as defined by state law and Sec. 2.33.230 of the St. Charles Municipal Code.

E. All bids must be quoted on the basis of delivery to the City's Inventory and Purchasing Division, 200 Devereaux Way in St. Charles, IL. The price shall be stated in units and bids made on each item separately. In case of conflict, the unit price shall govern. The City reserves the right to award the bid in aggregate or on individual items.

F. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful bidder.

G. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful bidder.
The City of St. Charles is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, Federal Excise Tax, and Municipal Retailer's Occupation Tax.

The Illinois Department of Revenue tax exempt form can be obtained through the City of St. Charles Office of Purchasing.

The winning bidder will be required to complete the requested information included on this form. It is the purpose of this document to allow the winning bidder to purchase items for the bid project, tax free. It is the intent that the contractor will include the savings into the bid or quote.

Contractors will be responsible for utilizing this tax exempt form in a legal and responsible way. The contractor must sign a certification that the tax exempt form will be solely used for the purpose stated above. Abuse of the City's tax exempt status to avoid sales tax liability on other contractor purchases shall not be tolerated and may disqualify the contractor from being awarded future City contracts or business.

H. If applicable, material is to be delivered on a flatbed trailer and ready to be unloaded from the side of the trailer without driving a forklift onto the trailer. Advance notice of 48 hours is required by calling 630-377-4421. Deliveries can be made to the City between the hours of 7:00 a.m. - noon and 12:30 p.m. - 3:30 p.m.

I. Each bidder shall make an accurate statement in the proposal of the smallest number of calendar days in which delivery can be made after placement of the order.

J. Any firm bidding this/these unit(s) must have a full service shop which includes parts and service mechanics capable of making any adjustments or repairs as may be required. The firm must also have service truck capabilities.

K. Materials will be paid within 30 days of receipt/acceptance of same and receipt of invoice, or if a discount is allowed and is advantageous to the City, within five (5) days of receipt/acceptance of same and receipt of the invoice. Bids will be evaluated on both thirty (30) day and discount pricing.

REQUIRED_____ **NOT REQUIRED**__**X**_____

L. Travel time (incl. on-site repairs and/or pick up and delivery) is included within the labor or service warranty.

REQUIRED_____ **NOT REQUIRED**__**X**_____

2. **MATERIALS**:
Only new, unused, first quality material and/or equipment shall be offered by the bidder.

3. **BID RESULTS:**
Bid results will be available on the City's website, www.stcharlesil.gov, once they are tabulated or approved. In the alternative, the bidder may supply a self-addressed, stamped envelope for obtaining bid results. **NO** bid results will be given by telephone.

4. **ADDENDUM**
Any interpretation of the specifications or other changes will be made available on the City's web page under the "Bid & Proposals" page. It is the responsibility of the bidder to check periodically with the web page on updates and addendums.

5. **BID DEPOSIT**
A 10% bid deposit (certified check, cashier's check, or bank draft) or bid bond **is** required to accompany this bid. Failure to do so will eliminate the bid.

REQUIRED_____ **NOT REQUIRED**__X_____

6. **PERFORMANCE & PAYMENT BONDS**

A performance bond in the amount of 100% of the bid submitted **is** required within ten (10) calendar days of acceptance of the bidder's proposal by the City.

The performance bond of the successful bidder shall have a minimum "A" rating as defined in Best's Key Rating Guide, be conditioned on the faithful performance of the requirements of the contract, and shall have as surety a corporate surety authorized to act as such in Illinois. The performance and payment bonds shall cover payment for all labor and material, and insure completion of the project. The bidder will be responsible for all claims for injuries to persons or damages to property or premises arising out of or in connection with his or her operations prior to the acceptance of the finished work or supplies, and that he or she will promptly make payments to all persons supplying him or her or them with labor or materials in the prosecution of the work provided for in the contract; and shall guarantee to indemnify and save the City and its officers and employees harmless from all costs, damages, and expenses arising out of or by reason of the bidder's failure to comply and perform the work and complete the contract in accordance with the specifications.

The performance and payment bonds shall be in conformance with the requirements of the Illinois Act in relation to bonds of bidders entering into contracts for public construction. (Illinois Compiled Statutes Ch. 30, Sec. 550/1, et seq.)

REQUIRED_____ **NOT REQUIRED** X_____

7. **GENERAL GUARANTY**

The bidder agrees to (a) hold the City, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented, invention, article, or appliance furnished or used in the performance of the contract in which the bidder is not the patentee, assignee, licensee, or owner; (b) protect the City against latent defective material or workmanship and to repair or replace any damages or marring occurring in transit or delivery; (c) pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, and rules of the City and State of Illinois; (d) indemnify City against all claims for personal injury, death, and/or property damage arising out of the project.

8. **ASSIGNMENT**

Assignment of this contract or any part thereof, or any funds to be received thereunder by the bidder shall be subject to the approval of the City of St. Charles.

9. **DEFAULT**

The contract may be cancelled or annulled by the Purchasing Manager in whole or in part by written or electronic (Email) notice of default to the bidder upon nonperformance or violation of contract terms. An award may be made to the next lowest bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting bidder (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices. The bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the bidder to deliver materials or services within the time stipulated on his or her bid, unless extended in writing by the purchasing manager, shall constitute contract default.

10. **INSURANCE**

Detailed insurance requirements are included under City of St. Charles Certificate of Insurance Requirements.

The bidder **shall** secure and maintain in effect at all times, at his or her expense, insurance of the following kinds and limits to cover all locations of the bidder's operations in connection with work on his or her company's projects, naming the City of St. Charles as an additional insured. The bidder shall furnish Certificates of Insurance to the City Finance Department Purchasing Office before starting construction or within 10 days after the execution of the contract, whichever date is reached first. All insurance policies shall include a non-cancellation clause provision preventing cancellation without 30 days written prior notice to the City. In case of insurance cancellation, bidder shall obtain a new insurance policy in compliance with this paragraph prior to the effective date of cancellation.

Certificates of insurance must be completed on the ACORD 25-S form, with the cancellation clause revised and revisions initialed. An example is enclosed.

REQUIRED__X_____ NOT REQUIRED_____

For this **specific** project, the City of St. Charles is requiring a liability umbrella of $ 5,000,000 (aggregate for this project).

REQUIRED__X_____ NOT REQUIRED_____

11. **CERTIFICATE OF COMPLIANCE**
All bidders are required to complete the Certificate of Compliance (attached) as per the Illinois Compiled Statutes Ch. 65, Sec. 11-42.1-1, which will be returned with the bid.

12. **HEALTH AND SAFETY ACT**
All work under this contract shall comply with the Occupational Safety and Health Act (OSHA) of 1975, and all other federal, state or local statutes, rules or regulations affecting the work done under the contract.

13. **PREVAILING WAGE RATE**

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

The successful bidder and each subcontractor shall submit monthly, in person, by mail, or electronically, a certified payroll to the City of St. Charles. 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:

A. Such records are true and accurate;

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

C. 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 is 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.

14. **EXECUTION OF CONTRACT, INSURANCE, & PERFORMANCE & PAYMENT BONDS**

The successful bidder, within ten (10) business days after acceptance of the bidder's offer by the City, shall execute all requested contract documents, supply satisfactory evidence of required insurance, and furnish a satisfactory performance and payment bonds when required by the bid documents. In the event that the bidder fails to furnish required documents, insurance, and performance and payment bonds within ten (10) business days after acceptance of the bidder's offer by the City, then the City's acceptance of the offer shall automatically terminate, and the bid deposit of the bidder shall be retained by the City as reimbursement for administrative costs.

15. **RELEASE OF BID DEPOSITS**

Within a reasonable time after the bid opening, bid deposits of all except the three lowest responsible bidders will be released. The remaining deposits will be released after the successful bidder has executed the contract documents and furnished evidence of the insurance and bonds required by the bid documents.

16. **EQUAL OPPORTUNITY EMPLOYER**

The City of St. Charles is an equal opportunity employer, and all bidders are required to be equal opportunity bidders as defined by all applicable state and federal laws and regulations.

17. **VETERANS PREFERENCE**

The City of St. Charles, per Illinois Compiled Statutes Ch. 330, par. 55/1-55/3, gives preference to veterans for public works contracts, should a tie bid arise between local OR non-local bidders.

18. **CERTIFICATE OF NON-DISQUALIFICATION**

All bidders are required to submit a completed Certificate of Non-Disqualification (attached), as required under Illinois Compiled Statutes, Ch. 720, Sec. 33 E-11.

19. **PROVISIONS OF ST. CHARLES MUNICIPAL CODE**
All bids and contracts shall be in accordance with Title 2, Ch. 2.33 of the City of St. Charles Illinois Municipal code, as from time to time amended, which shall take precedence over and control all aspects of this contract, and which are incorporated herein by reference.

20. **SURVIVAL**
The provisions hereof shall survive and shall not merge with the resulting purchase order or contract awarded to the successful bidder, but shall be additional terms thereof; and the submission of a bid shall be deemed as acceptance of these terms.

21. **CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS**
All bidders are required to submit a completed Certificate of Compliance with Safety Standards (attached).

22. **CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257 OF THE ILLINOIS HUMAN RIGHTS ACT**
All bidders are required to submit a completed Certificate of Compliance with Public Act 87-1257 of the Illinois Human Rights Act (attached).

23. **WAIVERS OF MECHANICS LIEN**
A. With each application for payment, submit waivers of mechanics liens from the bidder, subcontractors, and suppliers for the construction period covered by the current application. Payment will not be released until the bidder has supplied the City with the waiver of liens.
    1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
    2. When an application shows completion of an item, submit final or full waivers.
    3. The City reserves the right to designate which entries involved in the work must submit waivers.
    4. Waiver Delays: submit each application for payment with the bidder's waiver of mechanics lien for the period of construction covered by the application.

A. Initial application for payment: administrative actions and submittals, that must precede or coincide with submittal of the first application for payment, include the following:
    1. List of subcontractors.
    2. List of principal suppliers and fabricators.
    3. Schedule of values.

REQUIRED_____ **NOT REQUIRED**__X_____

JH/cb

CERTIFICATE OF COMPLIANCE OF
ILLINOIS COMPILED STATUTES, CH. 65, SEC. 11-42.1-1

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that Langton Group _____(bidder) 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 Ch. 65, Sec. 11-42.1-1, Illinois Compiled Statutes.

Langton Group
Name of Bidder

By: _____

State of Illinois),
ss.
County of McHenry)

Subscribed and sworn to
before me this 1st day
of June, 2017.

Brenda Portalski
Notary Public

OFFICIAL SEAL
BRENDA L PORTALSKI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/04/17

CERTIFICATE OF NON-DISQUALIFICATION
UNDER ILLINOIS COMPILED STATUTES, CH. 720, SEC. 33E-11

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that Langton Group _____ (bidder) is not barred from contracting with any unit of State or local government, as a result of a violation of Ch. 720, Sec. 33E-11 of the Illinois Compiled Statutes.

Langton Group
Name of Bidder

By: _____

State of Illinois),
ss.
County of McHenry)

Subscribed and sworn to before me this 1st day of June, 2017.

Brenda Portalski
Notary Public

OFFICIAL SEAL
BRENDA L PORTALSKI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/04/17

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

CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that Langton Group _____(bidder) shall comply with all local, state and federal safety standards.

Langton Group
Name of Bidder

By: _____

State of Illinois,
County of McHenry) ss.

Subscribed and sworn to before me this 1st day of June, 2017.

Brenda Portalski
Notary Public

OFFICIAL SEAL
BRENDA L PORTALSKI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/04/17

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

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that Langlas Group _____ (bidder) complies with the Illinois Human Rights Act as amended by Section 2-105, Public Act 87-1257 in relation to employment and human rights.

Langlas Group
Name of Bidder

By: _____

State of Illinois),
ss.
County of McHenry

Subscribed and sworn to
before me this 1st day
of June, 2017.

Brenda Portalski
Notary Public

OFFICIAL SEAL
BRENDA L PORTALSKI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/04/17

CERTIFICATE OF COMPLIANCE WITH PREVAILING WAGE RATE ACT

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, 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.

Langley Group
Name of Contractor

By: _____

State of Illinois,
County of McHenry) ss.

Subscribed and sworn to
before me this 1st day
of June, 2017.

Brenda Portalski
Notary Public

/cjb
Bidders Section II

OFFICIAL SEAL
BRENDA L PORTALSKI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/04/17

CERTIFICATE OF COMPLIANCE WITH SALES TAX FORM

The undersigned, upon being first duly sworn, hereby certifies to the City of St. Charles, Kane and DuPage Counties, Illinois, that Langley Group _____(bidder) shall comply with General Conditions, Paragraph 1.G. and the Illinois Department of Revenue tax exempt form.

Langley Group
Name of Bidder

By: _____

State of Illinois),
ss.
County of McHenry)

Subscribed and sworn to
before me this 1st day
of June, 2017.

Brenda Portalski
Notary Public

OFFICIAL SEAL
BRENDA L PORTALSKI
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/04/17

JH:cb
Bidders Section II

Illinois Department of Revenue
Office of Local Government Services
Sales Tax Exemption Section, 3-520
101 W. Jefferson Street
Springfield, IL 62702
217 782-8881

January 2, 2015

CITY OF ST CHARLES
DIRECTOR OF FINANCE
TWO EAST MAIN ST
ST CHARLES IL 60174

Effective January 1, 2015, we have renewed your governmental exemption from payment of the Retailers Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax, as required by Illinois law.

We have issued the following new tax exemption identification number:

E9996-0680-07
to
CITY OF ST CHARLES
of
ST CHARLES, IL

The terms and conditions governing use of your exemption number remain unchanged.

Office of Local Government Services
Illinois Department of Revenue

Issued To: _____

Company: Langton Group

Date Issued: 6-1-2017

Project: _____

Dates Valid: _____

Christopher A. Minick, Director of Finance

STS-70 (R-2/98)
IL*492-3524
10-0001268

City of St. Charles
Certificate of Insurance Requirements

Contractors shall carry all insurance coverage required by law. In addition, the Contractor shall carry, at its own expense, at least the following insurance coverage with a duly licensed and registered insurance company in the State of Illinois having a minimum A.M. Best rating of A-VI:

(a) Workers' Compensation & Occupational Diseases Insurance – Statutory amount for Illinois

(b) General Liability Insurance:

1) Bodily injury, with limits of not less than $1,000,000 each occurrence/
$2,000,000 aggregate;

2) Property damage, with limits of not less than $1,000,000 each occurrence/
$2,000,000 aggregate;

3) Contractual insurance – broad form, with limits of not less than $1,000,000
each occurrence/$2,000,000 aggregate.

(c) Automotive Liability Insurance:

1) $1,000,000 each occurrence/
$2,000,000 aggregate;

2) Property damage, with limits of not less than $1,000,000 each occurrence/
$2,000,000 aggregate. Property damage insurance coverage shall include non-owned, hired, leased, or rented vehicles, as well as owned vehicles.

(d) Umbrella liability $5,000,000.

(e) Contractor's insurance policy shall name City as an additional insured on the General Liability, Automotive Liability and Excess Liability insurance policies. The insurance coverage shall be written with insurance companies acceptable to City. All insurance premiums shall be paid without cost to City. The Contractor shall furnish to City a Certificate of Insurance attesting to the respective insurance coverage for the full contract term. Contractor shall submit satisfactory proof of insurance simultaneously with the execution of the contract.

(f) All insurance policies shall provide that the City shall receive written notice of cancellation or reduction in coverage of any insurance policy thirty (30) days to the effective date of cancellation.

Environmental Services On-Call Landscaping Restorations

St. Charles Public Works Department is seeking a contractor to perform on-call landscaping restoration to the City's throughout the duration of the 2017/2018 fiscal year. The work will be completed between May 1, 2017, and ending on April 30, 2018. All work will be contracted on a unit basis.

Bids for Landscaping Services, as described in the accompanying technical scope, shall be received before **10:00 a.m, Friday, June 2, 2017,** at the City of St. Charles City Hall, 2 East Main Street, St. Charles, IL 60174, Council Chambers, Attention: Purchasing Manager. Proposals will be read aloud at this time. Any proposal received subsequent to the time specified will be promptly returned to the Contractor unopened.

Proposals shall be in a sealed envelope labeled with "Sealed Bid – On-Call Landscaping Services."

Any questions shall be submitted to Tim Wilson via e-mail to the following e-mail addresses:

twilson@stcharlesil.gov

Upon receipt of questions prior to **May 26, 2017**, the Contractor shall receive a reply e-mail acknowledging the receipt of the question. Response to the question shall be as soon as practical. Should the question result in a clarification that requires addenda, such addenda will be issued via website update as soon as practical.

Questions submitted after 3:00 p.m., **May 26,** 2017, shall not be acknowledged or answered. Contractors shall take all necessary steps to propose questions prior to **May 26**.

City reserves the right to extend the due date. Should an extension be necessary, communication of such shall be e-mailed to all registered Contractors.

I. **Scope:** The work shall be performed throughout the City. In areas identified by city staff, and assigned to the landscaping contractor on work order basis. All work performed shall be in compliance with the IDOT design and inspection an excerpt of which is provided herein these specifications. Once the contractor has been notified with a work request from the City; the contractor will be require to responded to the city within five business days with an expected completion schedule.

A. Final Shaping, Trimming, and Finishing:

The Contractor will be required to remove any excess material onsite to properly install top soil, seed, sodding and maintain proper property drainage. Removed materials can be dumped at the City public works yard with proper coordination

with City staff. Limits of removal of soils are detailed in Topsoil and Composting Section. Final Shaping, Trimming and Finishing shall follow IDOT Specification 212, basis of payment all cost should be included in Topsoil and Composting.

B. *Topsoil/Compost Furnish and Placement:*

The Contractor will be required to supply all top soil materials. Installation will be required to follow IDOT specifications 211. The contractor will be limited a standard two foot boundary around the disturbed area for proper blending of ground elevation. If it is determined by the contractor additional removal is required to maintain proper property drainage, future maintenance and appearance. The contractor will be responsible for receiving city approvals prior to additional removal. Basis of payment will be thickness specified and per square yard.

C. *Landscaping (Sod Placement):*

The Contractor will establish a finish grade in the area, top-dress with topsoil, cut-in edges to match existing grade for sod placement. Fertilize application and sod installation will follow IDOT Specification 252 and basis of payment will be per square yard.

D. *Landscaping (Seed Placement):*

The Contractor will prepare the seed bed, fertilize, place, select seed and other material required. Seed placement will follow IDOT Specification 250 and basis of payment will be per pound for both seed and fertilizer

E. *Mulch (Erosion Control):*

The Contractor will be required to provide erosion control when applying seed. Erosion Control Blanket and/or Turf Reinforcement Mat will be required on all seeding applications. Mulching application will be allowed for small spot repairs. Proper placement and use will follow IDOT Specification 280 and basis of payment for blankets and turf reinforcement will be per square yard. Mulching application basis of payment will be per pounds.

F. *Additional Landscaping:*

Some restorations sites will require addition tree, annual and bulb plantings. These costs are site specific and will not be a requirement of this bid. The contractor will provide the city with an additional cost estimate for these plantings per site. Included in the additional pricing the contractor will include labor and material cost for the site additions.

G. *Watering:*

Watering will typical be required by the property owner or the City. But the contractor may be asked to provide some supplemental watering. The basis of payment will be an hourly rate. All water would be pulled from a city supply.

H. Labor, Equipment and Administration:

The contractor will include all cost of labor, equipment and administration in the unit prices provided above.

II. **General Conditions:** Contractor should have experience and provide three references with restoration landscaping work. The work schedule shall be coordinated by the City and the successful bidder. All work shall be completed an invoiced by April 30 of each contract year.

The Contractor may not start work before 7:00 AM weekdays, and must be completed for the day by 5:00 PM weekdays. Additional hours must be approved 24-hours in advance to coordinate inspection. Note that the contractor may be restricted with respect to work hours each day depending on special events in the area and weather. Weekend hours must be approved by the City in advanced, and generally will not be permitted.

Once the work starts on a site, the City expects within reason the work to proceed without delay to completion.

The Contractor shall provide a Safety Officer contact for the City Inspector to address any safety related concerns that arise on the job. The Safety Officer shall have the ability to respond and address the concern in a timely fashion.

The City Public Works facility, upon request, can be used for a job show up location. Utility trucks and private cars can be parked within our fenced in yard. The City reserves the right to revoke this privilege. The yard is open weekdays from 6:00 AM to 5:00 PM and is locked at all other times.

Contractor is required to abide by the Illinois Prevailing Wage Act and must submit certified payroll records with all pay requests. Pay request without certified payroll will not be processed by the City Accounts Payable Dept.

III. Technical Specifications & Requirements

A: Design Requirements: *Illinois Department of Transportation; Standard Specification for Road and Bridge Construction Adopted April 1, 2016*

1. IDOT Standard Section 212 – Final Shaping, Trimming, and Finishing
2. IDOT Standard Section 211 – Topsoil and Compost
3. IDOT Standard Section 252 – Sodding
4. IDOT Standard Section 250 – Seeding
5. IDOT Standard Section 251 – Mulching

B: Materials: *All Materials must meet listed standards in Section A Design requirement.*

IV. **Traffic Control**: The Contractor is responsible for all traffic control and protection. Work in Right-of-Way requires traffic control and protection measures that meet IDOT standards for such. A City inspector will be making spot checks and any deficiencies must be addressed immediately. The City will secure an IDOT permit for any work on state roadways; however, the Contractor is responsible for reviewing the jobsite and quantifying the need for flaggers.

V. **Customer Service & Private Property:** Respect for resident and business property is very important. Where specialized equipment could be utilized to minimize private property damage, Contractor should consider such. Contractor shall make the City aware of any work on private property that may damage trees, landscaping, fences, sheds, or other property prior to starting work. Any abnormal damage, as deemed by the City Inspector, shall be the responsibility of the Contractor, without any additional payment by the City. The amount of forecast damage identified by the Contractor and communicated to/approved by the City, requiring advanced restoration, shall be added to the evaluated price. To the extent that private property damage can be minimized, it is in the Contractor's best interest. Any driveways or sidewalks in the construction zone should be photographed by the Contractor prior to work starting to defend against resident claims that Contractor work cracked or damaged such. Contractor shall be responsible for defending and satisfying any claims for driveway or sidewalk damage. Pending resident claims against the Contractor could delay final invoice processing.

SECTION 211. TOPSOIL AND COMPOST

211.01 Description. This work shall consist of furnishing, excavating, and placing topsoil, special types of topsoil, or compost.

211.02 Materials. Materials shall be according to the following.

	Item	Article/Section
(a)	Topsoil (Furnished from outside of the R.O.W.)	1081.05(a)
(b)	Compost	1081.05(b)

CONSTRUCTION REQUIREMENTS

211.03 Furnishing and Excavating Topsoil. Topsoil shall be obtained from within the limits of the right-of-way at the locations and to the depths designated on the plans or approved by the Engineer. This topsoil shall be stockpiled at locations approved by the Engineer. When special types of topsoil are specified, each type shall be handled separately and not allowed to mix with any other material. When special types of topsoil (Hydric, Prairie or Woodland) are specified, the seeds and plants within the excavated special topsoils are desirable to maintain. To keep these seeds and plants viable, the topsoil shall be excavated then placed as directed by the Engineer or as specified in the contract. If stockpiling cannot be avoided, special measures, such as watering the stockpile and planting a cover crop on the stockpile will be required as directed by the Engineer.

If additional topsoil is required to complete the contract to the lines, grades and the minimum thickness shown on the plans, the Contractor shall furnish any additional topsoil from areas outside the limits of the right-of-way. This additional topsoil obtained from outside the right-of-way shall be approved by the Engineer prior to its use.

In lieu of furnishing additional topsoil from areas outside the limits of the right-of-way, the Contractor may request permission to obtain the additional topsoil from areas within the limits of the right-of-way other than those shown on the plans.

211.04 Placing Topsoil and Compost. Topsoil shall not be placed until the area to be covered has been shaped, trimmed, and finished according to Section 212. All irregularities or depressions in the surface due to weathering or other causes shall be filled or smoothed out before the topsoil is placed. If the existing surface has become hardened or crusted, it shall be disked or raked or otherwise broken up so as to provide a bond with the lift of topsoil to be applied.

When compost is specified, it shall be placed at the specified depth on top of the topsoil. The Engineer will verify that the proper topsoil and compost depths have been applied. After verification of proper depth, the Contractor shall completely incorporate the compost into the topsoil by disking or tilling.

211.05 Finishing. The surface of the topsoil or compost/topsoil blend shall be free from clods, stones, sticks and debris and shall be according to the lines, grades

and the minimum thickness shown on the plans. If required by the Engineer, one rolling of the entire surface shall be made.

211.06 Clearing Area and Disposal of Surplus Material. Upon completion of the work, all areas shall be cleared of equipment, debris, and excess material. Surplus or waste material resulting from construction operations shall be disposed of according to Article 202.03.

211.07 Method of Measurement. This work will be measured for payment as follows.

(a) Contract Quantities. The requirements for the use of contract quantities shall conform to Article 202.07(a).

(b) Measured Quantities. Material excavated in excess of that required for the contract will not be measured for payment.

Topsoil excavation and placement shall be that material obtained from within the limits of the right-of-way and will be measured in cubic yards (cubic meters) in its original position. The volume will be computed by the method of average end areas. In no case will the width or depth used for the computations be greater than the dimensions shown on the plans unless such changes have been approved in writing by the Engineer. Topsoil excavation shall include the excavating, hauling, and stockpiling of the material in the locations approved by the Engineer. If the Contractor requests and the Engineer approves additional areas within the limits of the right-of-way for topsoil excavation other than shown on the plans, these added quantities will be deducted from the item of borrow excavation, furnished excavation, or earth excavation.

Topsoil furnish and place, and compost furnish and place shall be that material obtained from locations determined by the Contractor and will be measured in square yards (square meters).

Excavation and embankment quantities for the roadway have been computed on the basis of cut and fill to the subgrade of the topsoil.

211.08 Basis of Payment. This work will be paid for at the contract unit price per cubic yard (cubic meter) for TOPSOIL EXCAVATION AND PLACEMENT; per square yard (square meter) for TOPSOIL FURNISH AND PLACE, of the thickness specified; and per square yard (square meter) for COMPOST FURNISH AND PLACE, of the thickness specified.

SECTION 212. FINAL SHAPING, TRIMMING, AND FINISHING

212.01 Description. This work shall consist of the final shaping, trimming, and finishing of the roadway, the final finishing and cleaning up of the right-of-way, and completing the work for acceptance. This work is in addition to the requirements of Article 104.06.

CONSTRUCTION REQUIREMENTS

212.02 Grading Sections. When the contract does not include a surface or base course, the ditches shall be cleaned, all irregularities in the roadbed shall be smoothed out, depressions shall be filled, and the entire roadway shall be shaped, trimmed, and finished uniformly to the lines, grades, and cross sections shown on the plans, and the right-of-way cleaned up for final acceptance. The finished surface of the roadbed shall not vary from the lines, grades, and cross sections shown on the plans by more than 2 in. (50 mm).

212.03 Full Depth and Rigid Type Surface Sections. The roadway for concrete pavement, full-depth hot mix asphalt, or pavement with concrete base course and any hot mix asphalt shall be shaped, trimmed, and finished as follows.

(a) Sections Not Previously Graded. The ditches shall be cleaned, and the entire roadway shall be shaped, trimmed, and finished uniformly to the lines, grades, and cross sections shown on the plans, and the right-of-way cleaned up for final acceptance.

(b) Sections Previously Graded. Where it is not necessary to secure material from the backslopes of cuts and ditches to complete the earthwork in the roadbed; or where no work is indicated on the plans which will interfere with such slopes; or where the Contractor's operations do not disturb such slopes, no further work on the slopes will be required. If such slopes are disturbed by the Contractor's operations, the Contractor shall trim and reshape them.

In reshaping existing shoulders and medians, widening existing embankments, or raising existing low shoulders and medians, the Contractor shall construct or reshape the shoulders and medians according to Section 480.

Side slopes of fills shall be trimmed and shaped for a distance of 4 ft (1.2 m), measured from the edge of the shoulder toward the toe of the fill slope. The ditches shall be cleaned, and the right-of-way cleaned up for final acceptance.

212.04 Nonrigid Type Surface and Base Course Sections. The roadway for nonrigid type surfacings, such as aggregate surface course or any hot-mix asphalt surface course not built on a portland cement concrete base course, shall be shaped, trimmed, and finished.

Art. 212.04 Final Shaping, Trimming, and Finishing

After the surface or base course material has been placed, all additional construction operations shall be performed in such a manner that earth or other objectionable substances will not be deposited on the surface or base course material.

(a) Sections Not Previously Graded. When the base course is constructed in a trench, all final shaping, trimming, and finishing of ditches, backslopes of cuts, and sideslopes of fills shall be completed to the lines, grades, and cross sections shown on the plans, and all shoulder material shall be roughed in before the base course material is placed.

All final shaping, trimming, and finishing of the roadbed shall be completed to the lines, grades, and cross sections shown on the plans, before the surfacing material is placed.

(b) Sections Previously Graded. The backslopes of cuts and ditches and the sideslopes of fills shall be finished according to Article 212.03(b) before the base course material is placed.

When base course is constructed in a trench, all shoulder material shall be roughed in before the surface or base course material is placed.

All final shaping, trimming, and finishing of the roadbed shall be completed before the surfacing material is placed.

212.05 Finishing. All unsuitable material, debris, and rubbish, resulting from construction operations, or occurring within the right-of-way, and all stones or boulders more than 3 in. (75 mm) in largest dimension, shall be removed from the right-of-way and disposed of according to Article 202.03. The degree of finish for graded slopes outside of the roadbed shall be that which can be obtained by use of suitable mechanical equipment, with only such hand labor as special conditions may require.

Where the roadway has been resurfaced and as directed by the Engineer, any high areas in the existing earth shoulders that remain after resurfacing is complete which would entrap water adjacent to the pavement edge shall be bladed off. The existing earth shoulders shall be sloped to drain, but grading which requires additional material to conform to a uniform cross section will not be required. Immediately prior to final inspection, mowing of the right-of-way will be required at locations as directed by the Engineer.

212.06 Basis of Payment. Except for blading off high spots in the existing earth shoulders where the roadway has been resurfaced and for mowing immediately prior to final inspection, this work will not be measured or paid for separately, but shall be considered as included in the contract unit price for the particular type of surface course, base course or widening included in the contract. If surface course, base course or widening items are not included in the contract, the cost of final shaping, trimming and finishing shall be considered as included in the contract unit prices for the various items of earthwork.

Blading off high spots in the existing earth shoulders where the roadway has been resurfaced and mowing required immediately prior to final inspection will be paid for according to Article 109.04.

LANDSCAPING

SECTION 250. SEEDING

250.01 Description. This work shall consist of preparing the seed bed and placing the seed and other materials required in seeding operations on the shoulders, slopes, and other areas.

250.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Seeds	1081.04
(b) Agricultural Ground Limestone	1081.07
(c) Fertilizer	1081.08

250.03 Equipment. Equipment shall be according to the following.

Item	Article/Section
(a) Disk	1101.08(a)
(b) Slope Harrow	1101.08(b)
(c) Hydraulic Seeder	1101.08(c)
(d) Cultipacker	1101.08(d)
(e) Broadcast Seeders	1101.08(e)
(f) Tractor Drawn or Tractor Mounted Drop Seeders	1101.08(f)
(g) Rangeland Type Grass Drill and Interseeding Attachment	1101.08(g)
(h) Slit Seeder	1101.08(h)

CONSTRUCTION REQUIREMENTS

250.04 Fertilizer and Agricultural Ground Limestone Application. When specified for bare earth areas, fertilizer nutrients and agricultural ground limestone shall be uniformly spread over the designated areas immediately prior to seed bed preparation.

When specified for existing turf areas, fertilizer nutrients and agricultural ground limestone shall be uniformly spread over the designated areas during the spring, late summer, or early fall seasons. The Contractor shall restore any existing turf areas damaged by improper application of fertilizer nutrients or agricultural ground limestone.

When fertilizer is specified, 270 lb (300 kg) of fertilizer nutrients per acre (hectare) shall be applied at 1:1:1 ratio as follows.

Nitrogen Fertilizer Nutrients	90 lb/acre (100 kg/ha)
Phosphorus Fertilizer Nutrients	90 lb/acre (100 kg/ha)
Potassium Fertilizer Nutrients	90 lb/acre (100 kg/ha)

When agricultural ground limestone is specified, it shall be applied at a rate of 2 tons/acre (4.5 metric tons/ha) multiplied by the source correction factor.

250.05 Seed Bed Preparation. For bare earth seeding, seed bed preparation shall not be started until all requirements of Section 212 have been completed. The area to be seeded shall be worked to a minimum depth of 3 in. (75 mm) with a disk, tiller, or other equipment approved by the Engineer, reducing all soil particles to a size not larger than 2 in. (50 mm) in the largest dimension. The prepared surface shall be relatively free from weeds, clods, stones, roots, sticks, rivulets, gullies, crusting, and caking. If the area is to be covered by an erosion control blanket or turf reinforcement mat, the seed bed shall comply with the preparation requirements of Article 251.04 for erosion control blanket or Article 251.05 for turf reinforcement mat prior to application of seed. No seeds shall be sown until the seed bed has been approved by the Engineer.

Seed bed preparation will not be required for Class 7 Seeding if the soil is in a loose condition. Light disking shall be done if the soil is hard or caked.

For areas in which a stand of winter wheat exists, as a result of temporary erosion control seeding, disking will be required.

250.06 Seeding Methods. No seed shall be sown during high winds or when the ground is not in a proper condition for seeding, nor shall any seed be sown until the purity test has been completed for the seeds to be used, and shows that the seed meets the noxious weed seed requirements. All equipment shall be approved by the Engineer prior to being used. Prior to starting work, seeders and interseeders shall be calibrated and adjusted to sow seeds at the required seeding rate. Equipment shall be operated in a manner to ensure complete coverage of the entire area to be seeded or interseeded. The Engineer shall be notified 48 hours prior to beginning the seeding operations so that the Engineer may determine by trial runs that a calibration of the seeder will provide uniform distribution at the specified rate per acre (hectare).

When seed or fertilizer is applied with a hydraulic seeder, the rate of application shall be not less than 1000 gal (9500 L) of slurry per acre (hectare). This slurry shall contain the proper quantity of seed or fertilizer nutrients specified per acre (hectare). When using a hydraulic seeder, the fertilizer nutrients and seed shall be applied in two separate operations.

All legumes (clover and alfalfa) shall be inoculated with the proper bacteria in the amounts and manner recommended by the manufacturer of the inoculant before sowing or being mixed with other seeds for sowing. The inoculant shall be furnished by the Contractor and shall be approved by the Engineer. The seed shall be sown as soon as possible after inoculation. Seed that has been standing more than 24 hours after inoculation shall be reinoculated before sowing. If legumes are applied by a hydraulic seeder, three times the normal amount of inoculant shall be used.

(a) Bare Earth Seeding. Bare earth seeding shall be done using the following methods unless otherwise specified or directed by the Engineer.

(1) Seeding Classes 1, 2, and 6 shall be sown with a machine that mechanically places the seed in direct contact with the soil, packs, and covers the seed in one continuous operation.

(2) Seeding Class 4 shall be sown with a rangeland type grass drill.

(3) Seeding Class 3 may be sown with a hydraulic seeder.

(4) Seeding Classes 5 and 7 shall be sown with a hydraulic seeder or rangeland type grass drill.

Broadcasting or hydraulic seeding will be allowed as approved by the Engineer on steep slopes (over 1:3 (V:H)) or in inaccessible areas where use of the equipment specified is physically impossible. When broadcast seeders are used for Seeding Class 3 or 4, the individual seeds comprising the seeding mixture shall be sown separately. When Seeding Class 7 is used as an erosion control measure to establish temporary cover, hand broadcasting of the seed or other methods approved by the Engineer will be allowed.

(b) Interseeding. Interseeding is the seeding of areas of existing turf. Prior to interseeding, all areas of existing turf to be interseeded, except as listed below, shall be mowed one or more times to a height of not more than 3 in. (75 mm). The equipment used shall be capable of completely severing all growth at the cutting height and distributing it evenly over the mowed area. The cut material shall not be windrowed or left in a lumpy or bunched condition. Additional mowing may be required, as directed by the Engineer, on certain areas in order to disperse the mowed material and allow penetration of the seed. The Contractor will not be required to mow within 1 ft (300 mm) of the right-of-way fence, continuously wet ditches and drainage ways, slopes 1:3 (V:H) and greater, or areas which may be designated as not mowable by the Engineer.

Debris encountered during the mowing and interseeding operations which hamper the operation or are visible from the roadway shall be removed and

disposed of according to Article 250.05. Damage to the right-of-way and turf, such as ruts or wheel tracks more than 2 in. (50 mm) in depth, shall be repaired to the satisfaction of the Engineer prior to the time of interseeding.

All seeding classes shall be interseeded using a rangeland type grass drill with an interseeding attachment, except the following.

(1) When specified in the plans or directed by the Engineer, a slit seeder shall be used to interseed Class 1 or Class 2 seed.

(2) Broadcasting or hydraulic seeding will be allowed as approved by the Engineer on steep slopes (1:3 (V:H) or steeper) or in inaccessible areas where use of the equipment specified is physically impossible. Sufficient water shall be applied to these areas to wash the seed down to the soil.

When broadcast seeders are used for Seeding Class 3 or 4, the individual seeds comprising the seeding mixture shall be sown separately.

250.07 Seeding Mixtures. The classes of seeding mixtures and combinations of mixtures will be designated in the plans.

When an area is to be seeded with two or more seeding classes, those mixtures shall be applied separately on the designated area within a seven day period. All seeding shall occur prior to placement of mulch cover. A Class 7 mixture can be applied at any time prior to applying any seeding class or added to them and applied at the same time.

TABLE 1 - SEEDING MIXTURES

Class - Type		Seeds	lb/acre (kg/hectare)
1	Lawn Mixture 7/	Ky Bluegrass	100 (110)
		Perennial Ryegrass	60 (70)
		Creeping Red Fescue	40 (50)
1A	Salt Tolerant Lawn Mixture 7/	Bluegrass	60 (70)
		Perennial Ryegrass	20 (20)
		Red Fescue (Audubon, Sea Link, or Epic)	20 (20)
		Hard Fescue (Rescue 911, Spartan II, or Reliant IV)	20 (20)
		Fults Salt Grass 1/ or Salty Alkaligrass	60 (70)
1B	Low Maintenance Lawn Mixture 7/	Fine Leaf Turf-Type Fescue 3/	150 (170)
		Perennial Ryegrass	20 (20)
		Red Top	10 (10)
		Creeping Red Fescue	20 (20)
2	Roadside Mixture 7/	Tall Fescue (Inferno, Tarheel II, Quest, Blade Runner, or Falcon IV)	100 (110)
		Perennial Ryegrass	50 (55)
		Creeping Red Fescue	40 (50)
		Red Top	10 (10)
2A	Salt Tolerant Roadside Mixture 7/	Tall Fescue (Inferno, Tarheel II, Quest, Blade Runner, or Falcon IV)	60 (70)
		Perennial Ryegrass	20 (20)
		Red Fescue (Audubon, Sea Link, or Epic)	30 (20)
		Hard Fescue (Rescue 911, Spartan II, or Reliant IV)	30 (20)
		Fults Salt Grass 1/ or Salty Alkaligrass	60 (70)
3	Northern Illinois Slope Mixture 7/	Elymus Canadensis (Canada Wild Rye) 5/	5 (5)
		Perennial Ryegrass	20 (20)
		Alsike Clover 2/	5 (5)
		Desmanthus Illinoensis (Illinois Bundleflower) 2/, 5/	2 (2)
		Andropogon Scoparius (Little Bluestem) 5/	12 (12)
		Bouteloua Curtipendula (Side-Oats Grama) 5/	10 (10)
		Fults Salt Grass 1/ or Salty Alkaligrass	30 (35)
		Oats, Spring	50 (55)
		Slender Wheat Grass 5/	15 (15)
		Buffalo Grass (Cody or Bowie) 4/, 5/, 9/	5 (5)
3A	Southern Illinois Slope Mixture 7/	Perennial Ryegrass	20 (20)
		Elymus Canadensis (Canada Wild Rye) 5/	20 (20)
		Panicum Virgatum (Switchgrass) 5/	10 (10)
		Andropogon Scoparius (Little Blue Stem) 5/	12 (12)
		Bouteloua Curtipendula (Side-Oats Grama) 5/	10 (10)
		Petalostemum Candidum (White Prairie Clover) 5/	5 (5)
		Rudbeckia Hirta (Black-Eyed Susan) 5/	5 (5)
		Oats, Spring	50 (55)

Class - Type		Seeds	lb/acre (kg/hectare)
4	Native Grass 6/, 8/	Andropogon Gerardi (Big Blue Stem) 5/	4 (4)
		Andropogon Scoparius (Little Blue Stem) 5/	5 (5)
		Bouteloua Curtipendula (Side-Oats Grama) 5/	5 (5)
		Elymus Canadensis (Canada Wild Rye) 5/	1 (1)
		Panicum Virgatum (Switch Grass) 5/	1 (1)
		Sorghastrum Nutans (Indian Grass) 5/	2 (2)
		Annual Ryegrass	25 (25)
		Oats, Spring	25 (25)
		Perennial Ryegrass	15 (15)
4A	Low Profile Native Grass 6/, 8/	Andropogon Scoparius (Little Blue Stem) 5/	5 (5)
		Bouteloua Curtipendula (Side-Oats Grama) 5/	5 (5)
		Elymus Canadensis (Canada Wild Rye) 5/	1 (1)
		Sporobolus Heterolepsis (Prairie Dropseed) 5/	0.5 (0.5)
		Annual Ryegrass	25 (25)
		Oats, Spring	25 (25)
		Perennial Ryegrass	15 (15)
4B	Wetland Grass and Sedge Mixture 6, 8/	Annual Ryegrass	25 (25)
		Oats, Spring	25 (25)
		Wetland Grasses (species below)	6 (6)

Species:	% By Weight 5/
Calamagrostis Canadensis (Blue Joint Grass)	12
Carex lacustris (Lake-Bank Sedge)	6
Carex slipata (Awl-Fruited Sedge)	6
Carex stricta (Tussock Sedge)	6
Carex vulpinoidea (Fox Sedge)	6
Eleocharis aciculoris (Needle Spike Rush)	3
Eleocharis obtusa (Blunt Spike Rush)	3
Glyceria striata (Fowl Manna Grass)	14
Juncus effusus (Common Rush)	6
Juncus tenuis (Slender Rush)	6
Juncus torreyi (Torrey's Rush)	6
Leersia oryzoides (Rice Cut Grass)	10
Scirpus acutus (Hard-Stemmed Bulrush)	3
Scirpus atrovirens (Dark Green Rush)	3
Scirpus fluviatilis (River Bulrush)	3
Scirpus validus (Softstem Bulrush)	3
Spartina pectinata (Cord Grass)	4

Class - Type		Seeds	lb/acre (kg/hectare)
5	Forb with Annuals Mixture	Annuals Mixture (Below) 6/, 8/	1 (1)
		Forb Mixture (Below) 6/, 8/	10 (10)

Annuals Mixture - Mixture not exceeding 25 % by weight of any one species, of the following:

Coreopsis lanceolata (Sand Coreopsis)
Chrysanthemum maximum (Shasta Daisy)
Gaillardia pulchelle (Blanket Flower)
Ratibida columnitera (Long-Headed Coneflower)
Rudbeckia hirta (Black-Eyed Susan)

Forb Mixture - Mixture not exceeding 5 % by weight PLS of any one species, of the following:

Amorpha canescens (Lead Plant) 2/
Anemone cylindrica (Thimble Weed)
Asclepias tuberosa (Butterfly-Weed)
Aster azureus (Sky Blue Aster)
Aster laevis (Smooth Aster)
Aster novae-angliae (New England Aster)
Baptisia leucantha (White Wild Indigo) 2/
Coreopsis palmata (Prairie Coreopsis)
Echinacea pallida (Pale Purple Coneflower)
Eryngium yuccifolium (Rattlesnake Master)
Helianthus mollis (Downy Sunflower)
Heliopsis helianthoides (Ox-Eye)
Liatris aspera (Rough Blazing Star)
Liatris pyscostachya (Prairie Blazing Star)
Monarda fistulosa (Prairie Bergamont)
Parthenium integrifolium (WildQuinine)
Petalostemum candidum (White Prairie Clover) 2/
Petalostemum purpureum (Purple Prairie Clover) 2/
Physostegia virginiana (False Dragonhead)
Potentilla arguta (Prairie Cinquefoil)
Ratibida pinnata (Yellow Coneflower)
Rudbeckia subtomentosa (Fragrant Coneflower)
Silphium laciniatum (Compass Plant)
Silphium terebinthinaceum (Prairie Dock)
Solidago rigida (Rigid Goldenrod)
Tradescantia ohiensis (Spiderwort)
Veronicastrum virginicum (Culver's Root)

Class - Type		Seeds	lb/acre (kg/hectare)
5A	Large Flower Native Forb Mixture 6/, 8/	Forb Mixture (see below)	5 (5)
	Species:		% By Weight 5/
	Aster novae-angliae (New England Aster)		5
	Echinacea pallida (Pale Purple Coneflower)		10
	Helianthus mollis (Downy Sunflower)		10
	Heliopsis helianthoides (Ox-Eye)		10
	Liatris pyscostachya (Prairie Blazing Star)		10
	Ratibida pinnata (Yellow Coneflower)		5
	Rudbeckia hirta (Black-Eyed Susan)		10
	Silphium laciniatum (Compass Plant)		10
	Silphium terebinthinaceum (Prairie Dock)		20
	Solidago rigida (Rigid Goldenrod)		10
5B	Wetland Forb	Forb Mixture (see below) 6/, 8/	2 (2)
	Species:		% By Weight 5/
	Acorus calamus (Sweet Flag)		3
	Angelica atropurpurea (Angelica)		6
	Ascelepias incarnata (Swamp Milkweed)		2
	Aster puniceus (Purple Stemmed Aster)		10
	Bidens cernua (Beggarticks)		7
	Eupatorium maculatum (Spotted Joe Pye Weed)		7
	Eupatorium perfoliatum (Boneset)		7
	Helenium autumnale (Autumn Sneeze Weed)		2
	Iris virginica shrevei (Blue Flag Iris)		2
	Lobelia cardinalis (Cardinal Flower)		5
	Lobelia siphilitica (Great Blue Lobelia)		5
	Lythrum alatum (Winged Loosestrife)		2
	Physostegia virginiana (False Dragonhead)		5
	Polygonium pensylvanicum (Pennsylvania Smartweed)		10
	Polygonum lapathifolium (Curlytop Knotweed)		10
	Pychanthemum virginianum (Mountain Mint)		5
	Rudbeckia laciniata (Cut-leaf Coneflower)		5
	Solidago riddellii (Riddell Goldenrod)		2
	Sparganium eurycarpum (Giant Burreed)		5
6	Conservation Mixture	Andropogon Scoparius (Little Blue Stem) 5/	5 (5)
		Elymus Canadensis (Canada Wild Rye) 5/	2 (2)
		Buffalo Grass (Cody or Bowie) 4/, 5/, 9/	5 (5)
		Vernal Alfalfa 2/	15 (15)
		Oats, Spring	48 (55)
6A	Salt Tolerant Conservation Mixture	Andropogon Scoparius (Little Blue Stem) 5/	5 (5)
		Elymus Canadensis (Canada Wild Rye) 5/	2 (2)
		Buffalo Grass (Cody or Bowie) 4/, 5/, 9/	5 (5)
		Vernal Alfalfa 2/	15 (15)
		Oats, Spring	48 (55)
		Fults Salt Grass 1/ or Salty Alkaligrass	20 (20)
7	Temporary Turf Cover Mixture	Perennial Ryegrass	50 (55)
		Oats, Spring 4/	64 (70)

Notes:

1/ Fults pucinnellia distans.
2/ Legumes - inoculation required.
3/ Specific variety as shown in the plans or approved by the Engineer.
4/ Other seeds may be used if approved by the Engineer.
5/ PLS = Pure Live Seed to be used.
6/ Fertilizer not required.
7/ In Districts 1 through 6, the planting times shall be April 1 to June 15 and August 1 to November 1. In Districts 7 through 9, the planting times shall be March 1 to June 1 and August 1 to November 15. Seeding may be performed outside these dates provided the Contractor guarantees a minimum of 75 percent uniform growth over the entire seeded area(s) after a period of establishment. Inspection dates for the period of establishment will be as follows: Seeding conducted in Districts 1 through 6 between June 16 and July 31 will be inspected after April 15 and seeding conducted between November 2 and March 31 will be inspected after September 15. Seeding conducted in Districts 7 through 9 between June 2 and July 31 will be inspected after April 15 and seeding conducted between November 16 and February 28 will be inspected after September 15. The guarantee shall be submitted to the Engineer in writing prior to performing the work. After the period of establishment, areas not exhibiting 75 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at no additional cost to the Department.
8/ Planting times May 15 to June 30 and October 15 to December 1.
9/ Seed shall be primed with KNO_3 to break dormancy and dyed to indicate such.

Variation in the Class 4 or 5 seed quantities or varieties will be allowed in the event of a crop failure or other unforeseen conditions. The Contractor shall provide for the approval of the Engineer a written description of the changed Class 4 or 5 Mixture, the reasons for the change, and the name of the seed supplier.

250.08 Selective Mowing Stakes. Selective mowing stakes shall be installed to delineate areas to be seeded or interseeded with Class 4 or 5 mixtures. Selective mowing stakes shall be steel posts as described in Article 1081.13(a). The selective mowing stakes shall be driven into the ground to a height of 3 1/2 ft (1.1 m) above the ground at locations shown on the plans and as directed by the Engineer.

250.09 Method of Measurement. This work will be measured for payment as follows.

(a) Contract Quantities. The requirement for use of contract quantities shall be according to Article 202.07(a).

(b) Measured Quantities. Seeding of the class specified and mowing will be measured in acres (hectares) of surface area seeded or mowed.

The exact locations of seeding and mowing will be determined in the field by the Engineer, and the quantities will be adjusted accordingly. Fertilizer will be measured by weight in pounds (kilograms) of actual nutrients. The percent of nutrients equals the guaranteed analysis on the bag. The

following formula will be used to determine the pounds (kilograms) of fertilizer nutrients applied.

(Total pounds (kilograms) of mixed fertilizer)
X
(Percentage of each nutrient in the fertilizer applied)
= pounds (kilograms) of each fertilizer nutrient

Agricultural Ground Limestone will be measured by weight in tons (metric tons) of Agricultural Ground Limestone having an effective neutralizing value of 67.5 (four year base, a source correction factor of 1.0). Applied quantity shall be the plan quantity multiplied by the source correction factor. The pay quantity will be the applied quantity divided by the source correction factor.

Payment will not be made for fertilizer nutrients in excess of 103 percent or agricultural ground limestone in excess of 108 percent of the amounts specified by the Engineer.

Selective mowing stakes will be measured as each in place.

250.10 Basis of Payment. This work will be paid for at the contract unit price per acre (hectare) for SEEDING or INTERSEEDING of the Class specified; at the contract unit prices per pound (kilogram) for NITROGEN FERTILIZER NUTRIENT, PHOSPHORUS FERTILIZER NUTRIENT and POTASSIUM FERTILIZER NUTRIENT; and at the contract unit price per ton (metric ton) for AGRICULTURAL GROUND LIMESTONE.

Mowing will be paid for at the contract unit price per acre (hectare) for MOWING. Only the initial mowing will be paid for. Any subsequent mowing required to obtain a height of not more than 3 in. (75 mm) or to disperse mowed material will be considered as included in the cost of the initial mowing.

Selective Mowing Stakes will be paid for at the contract unit price per each for SELECTIVE MOWING STAKES.

SECTION 251. MULCH

251.01 Description. This work shall consist of furnishing, transporting, and placing mulch, erosion control blanket, or turf reinforcement mat over seeded areas.

251.02 Materials. Materials shall be according to the following.

	Item	Article/Section
(a)	Compost	1081.05(b)
(b)	Mulch	1081.06(a)
(c)	Chemical Mulch Binder	1081.06(a)(3)
(d)	Chemical Compost Binder	1081.06(a)(4)
(e)	Excelsior Blanket	1081.10(a)
(f)	Knitted Straw Mat	1081.10(b)
(g)	Heavy Duty Erosion Control Blanket	1081.10(c)
(h)	Wire Staples	1081.10(d)
(i)	Wood Stakes	1081.10(e)
(j)	Coconut Fiber	1081.10(f)
(k)	Turf Reinforcement Mat	1081.10(g)

CONSTRUCTION REQUIREMENTS

251.03 Mulch. Within 24 hours of seed placement, mulch by one of the following methods shall be placed on the areas specified. On slopes steeper than 1:3 (V:H), mulch shall be applied the same day as seeded. Mulch shall be applied uniformly at the rate specified.

(a) Method 1. This method shall consist of hand or machine application of straw mulch at the rate of 2 tons/acre (4.5 metric tons/ha). The mulch shall be loose enough to permit air to circulate but compact enough to reduce erosion. If baled mulch material is used, care shall be taken that the material is in a loosened condition and contains no lumps or knots of compacted material.

(b) Method 2. This method shall consist of placing and stabilizing straw at the rate of 2 tons/acre (4.5 metric tons/ha) over seeded areas. All requirements of Method 1 must be met plus the mulch shall be thoroughly stabilized. The Contractor has the option of any of the following procedures for stabilizing the straw.

(1) Procedure 1. This procedure shall consist of anchoring the straw into the soil by means of a mechanical stabilizer with dull blades or disks. These blades or disks shall be without camber, approximately 20 in. (500 mm) in diameter, notches spaced at approximately 8 in. (200 mm) intervals and equipped with scrapers. The stabilizer shall be approximately 1000 lb (450 kg), have a working width not exceeding 72 in. (1.8 m), and shall be equipped with a ballast compartment, so that when directed, the weight (mass) can be increased.

(2) Procedure 2. This procedure shall consist of stabilizing the straw with an approved mulch blower followed immediately by an overspray application of light-duty hydraulic mulch. The hydraulic mulch shall be according to Article 251.03(c) except that it shall be applied as a slurry of 900 lb (1020 kg) of mulch and 1000 gal (9500 L) of water per acre (hectare) using a hydraulic mulch applicator. The light-duty hydraulic mulch shall be agitated a minimum of five minutes before application and shall be agitated during application. The light-duty hydraulic mulch shall be applied from opposing directions to ensure even coverage.

(3) Procedure 3. This procedure shall consist of stabilizing the straw with a chemical mulch binder. The chemical mulch binder may be applied simultaneously with the straw or as an overspray.

a. Simultaneous Application. The coated straw shall be placed by equipment which will blow or eject, by means of a constant air stream, controlled quantities of straw and binder in a uniform pattern. The binder shall be introduced into the air stream of the machine by means of a spray which will partially coat the straw with a spotty tack. If the straw is excessively cut or broken, corrective measures shall be taken.

b. Overspray Application. The overspray application shall be performed according to Procedure 2.

The chemical mulch binder shall be approved by the Engineer and shall be applied at the rate recommended by the supplier and approved by the Engineer.

(c) Method 3. This method shall consist of the machine application of a light-duty hydraulic mulch. Seeding shall be conducted as a separate operation and shall not be added to the hydraulic mulch slurry. Hydraulic mulch shall not be applied when the ambient temperature is at or below freezing. To achieve full and even coverage, the hydraulic mulch shall be applied from two opposing directions. Mixing and application rates shall be according to the manufacturer's recommendations and meet the minimum application rates set in Article 1081.06(a)(2).

(d) Method 3A. This method shall consist of the machine application of a heavy-duty hydraulic mulch. Seeding shall be conducted as a separate operation and shall not be added to the hydraulic mulch slurry. The hydraulic mulch shall not be applied when the ambient temperature is at or below freezing. To achieve full and even coverage, the hydraulic mulch shall be applied from two opposing directions. Mixing and application rates shall be according to the manufacturer's recommendations and meet the minimum application rates set in Article 1081.06(a)(2). The heavy-duty hydraulic mulch shall be applied using a mechanically agitated hydraulic mulching machine.

(e) Method 4. This method shall consist of applying compost combined with a performance additive designed to bind/stabilize the compost. The

compost/performance additive mixture shall be applied to the surface of the slope using a pneumatic blower at a depth of 2 in. (50 mm).

Following the mulching operation, foot and vehicular traffic, or the movement of equipment over the mulched area shall be prohibited. At any location where mulching has been displaced by any Contractor's equipment or personnel, the seeding and mulch or other work damaged as a result of that displacement shall be repaired or replaced immediately.

251.04 Erosion Control Blanket. Erosion control blanket may be placed using either excelsior blanket or knitted straw blanket. Within 24 hours of seed placement, blanket shall be placed on the areas specified. Prior to placing the blanket, the areas to be covered shall be relatively free of rocks or clods over 1 1/2 in. (40 mm) in diameter, and sticks or other foreign material which will prevent the close contact of the blanket with the seed bed. If, as a result of rain, the prepared seed bed becomes crusted or eroded, or if eroded places, ruts, or depressions exist for any reason, the Contractor shall rework the soil until it is smooth and reseed such areas which are reworked.

After the area has been properly shaped, fertilized, and seeded, the blanket shall be laid out flat, evenly, and smoothly, without stretching the material. The excelsior and knitted straw blankets shall be placed so that the netting is on the top and the fibers are in contact with the soil. The heavy duty blankets shall be placed so that the heavy duty extruded plastic mesh is on the bottom.

For placement in ditches, the erosion control blanket shall be applied parallel to the centerline of the ditch so that there are no longitudinal seams within 2 ft (600 mm) of the bottom centerline of the ditch. The blanket shall be toed in on the upslope edge and shingled or overlapped with the flow.

On slopes, the blanket shall be applied either horizontally or vertically to the contour, toed in on the upslope edge, and shingled or overlapped with the flow.

When placed adjacent to the roadway, blankets shall be toed in along the edge of shoulder.

Anchoring the blankets shall be according to the manufacturer's specifications.

251.05 Turf Reinforcement Mat (TRM). The TRM shall be specifically manufactured for both temporary and permanent erosion control, revegetation, and the reduction of water velocities in ditches and overflows. TRM shall be placed the same day as seed placement. Prior to placing the TRM, the areas to be covered shall be relatively free of rocks or clods over 1 1/2 in. (40 mm) in diameter, and sticks or other foreign material which will prevent the close contact of the mat with the seed bed. If, as a result of rain, the prepared seed bed becomes crusted, or if eroded places, ruts, or depressions exist for any reason, the Contractor shall rework the soil until it is smooth and reseed such areas which are reworked. The TRM shall be installed according to the manufacturer's recommendations.

251.06 Method of Measurement. This work will be measured for payment as follows.

(a) Contract Quantities. The requirement for use of contract quantities shall be according to Article 202.07(a).

(b) Measured Quantities. Mulch Methods 1, 2, 3, 3A, and 4 will be measured for payment in place in acres (hectares) of surface area mulched. Erosion control blanket, heavy duty erosion control blanket, and turf reinforcement mat will be measured for payment in square yards (square meters).

251.07 Basis of Payment. This work will be paid for at the contract unit price per acre (hectare) for MULCH, METHOD 1; MULCH, METHOD 2; MULCH, METHOD 3; MULCH METHOD 3A; MULCH, METHOD 4; and at the contract unit price per square yard (square meter) for EROSION CONTROL BLANKET, HEAVY DUTY EROSION CONTROL BLANKET, or TURF REINFORCEMENT MAT.

SECTION 252. SODDING

252.01 Description. This work shall consist of preparing the ground surface and furnishing and placing sod and other materials required in the sodding operations.

252.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Sod	1081.03
(b) Salt Tolerant Sod	1081.03(b)
(c) Agricultural Ground Limestone	1081.07
(d) Fertilizer	1081.08

CONSTRUCTION REQUIREMENTS

252.03 Ground Preparation. The area to be sodded shall be finished according to Section 212 before sodding operations are begun. Immediately prior, but not in excess of 24 hours before the sod is placed, the soil surface shall be worked until it is free from debris, washes, gullies, clods and stones. The surface shall be worked to a depth of not less than 3 in. (75 mm) with a disk, tiller or other equipment approved by the Engineer. Prepared surface shall be finished to a fine smooth finish free of irregularities. Finished ground elevations shall allow for the thickness of sod to match grade of existing turf or structures.

All soil surfaces shall be moist when the sod is placed. When directed by the Engineer, the Contractor shall be required to apply water to dry soil surfaces at a minimum rate of 1 gal/sq yd (5 L/sq m) immediately prior to placing the sod.

When specified, agricultural ground limestone and fertilizer nutrients shall be applied at the designated rates over the areas to be sodded.

When fertilizer is specified, 180 lb (210 kg) of fertilizer nutrients per acre (hectare) shall be applied over the areas to be sodded at a 1:1:1 ratio as follows.

Nitrogen Fertilizer Nutrients	60 lb/acre (70 kg/ha)
Phosphorus Fertilizer Nutrients	60 lb/acre (70 kg/ha)
Potassium Fertilizer Nutrients	60 lb/acre (70 kg/ha)

252.04 Sodding Time. Sod shall be placed when the ground is in a workable condition and temperatures are less than 80 °F (26 °C). Sod shall not be placed when the sod or ground surface is frozen. Sod shall not be placed during the months of July and August.

252.05 Transportation. All sod shall be properly protected during transportation to maintain it in a live, healthy condition. Sod cut for more than 48 hours shall only be used with the approval of the Engineer. Any sod that has dried out, has heated to over 100 °F (38 °C), or is frozen prior to placing will be rejected and shall be immediately removed from the jobsite by the Contractor.

252.06 Placing Sod. The sod shall be placed on the prepared surface with the edges in close contact and alternate courses staggered.

In ditches, the sod shall be placed with the longer dimension perpendicular to the flow of water in the ditch. On slopes, starting at the bottom of the slope, the sod shall be placed with the longer dimension parallel to the contours of the ground. The exposed edges of sod shall be buried flush with the adjacent soil.

On slopes where the sod may be displaced during sodding operations, the workmen shall work from ladders or treaded planks.

252.07 Staking Sod. The sod shall be staked on all slopes of 1:2 (V:H) or steeper. Sod shall be staked with not less than four stakes per sq yd (sq m) with at least one stake for each piece of sod. Stakes shall be a minimum of 6 in. (150 mm) long. Stakes shall be installed so that they hold the sod firmly in place yet present no danger to pedestrians or mowing crews. The type of stake and the method of installation shall meet the approval of the Engineer.

252.08 Sod Watering. Within two hours after the sod has been placed, water shall be applied at a rate of 5 gal/sq yd (25 L/sq m). Additional water shall be applied every other day at a rate of 3 gal/sq yd (15 L/sq m) for a total of 15 additional waterings. During periods exceeding 80 °F (26 °C) or subnormal rainfall, the schedule of additional waterings may be altered with the approval of the Engineer.

The Contractor shall have on hand enough equipment to completely water all sodded areas in two days at the watering rates specified above. The Engineer will make periodic checks of the Contractor's watering equipment to determine its adequacy and operating condition.

All watering described shall be done with a spray application. An open end hose will not be acceptable. The method of watering shall meet the approval of the Engineer.

252.09 Supplemental Watering. During periods exceeding 80 °F (26 °C) or subnormal rainfall, supplemental watering may be required after the initial and additional waterings. Supplemental watering shall be performed when directed by the Engineer. Water shall be applied at the rate specified by the Engineer within 24 hours of notice.

252.10 Disposal of Surplus Material. Surplus and waste materials resulting from sodding operations shall be disposed of according to Article 202.03.

252.11 Inspection. The Contractor shall notify the Engineer of the localities from which the sod is to be obtained so that an authorized representative may inspect the fields for approval.

A copy of the inspection certificate required by law to this effect shall accompany each shipment and on arrival shall be filed with the Engineer.

With every shipment of salt tolerant sod, the Contractor shall provide to the Engineer a letter of certification from an authorized representative of the nursery stating that the seed mixture used in the sod conforms to the specifications.

252.12 Method of Measurement. Sodding will be measured for payment in place and the area computed in square yards (square meters). To be acceptable for final payment, the sod shall be growing in place for a minimum of 30 days in a live, healthy condition. When directed by the Engineer, any defective or unacceptable sod shall be removed, replaced, and watered.

Sod watering will not be measured for payment.

Supplemental watering will be measured for payment in units of 1000 gal (1000 L) of water applied on the sodded areas. Waterings performed in addition to those required by Article 252.08 or after the 30 day establishment period will be considered as supplemental watering.

Fertilizer and agricultural ground limestone will be measured for payment according to Article 250.09.

252.13 Basis of Payment. Sodding will be paid for at the contract unit price per square yard (square meter) for SODDING or SODDING, SALT TOLERANT according to the following schedule.

(a) Initial Payment. Upon placement of sod, 25 percent of the pay item will be paid.

(b) Final Payment. Upon acceptance of sod, the remaining 75 percent of the pay item will be paid.

Supplemental watering will be paid for at the contract unit price per unit for SUPPLEMENTAL WATERING.

Fertilizer and agricultural ground limestone will be paid for according to Article 250.10.

Bid Pricing Request

This contract is a unit base the City should not be charge for any additional work related to the price structures provided. Mobilization, labor, equipment and overhead should be included in the unit cost. Annual the City spends on average about $20,000 - $30,000 in landscaping restoration.

Unit cost for May 1, 2017 – April 30, 2018 –

Item Letter	Items	Unit	Unit Price
A	Final Shaping, Trimming and Finishing		Included in Item B
B	Topsoil / Composting Furnish and Placement		
	2" Thickness	Sq. Yd.	16
	4" Thickness	Sq. Yd.	32
	6" Thickness	Sq. Yd.	48
C	Landscaping (Sod Placement)	Sq. Yd.	18
D	Landscaping (Seed Placement)		
	IDOT Seed Class 1	Lb.	12.05
	IDOT Seed Class 2	Lb.	10.00
	IDOT Seed Class 3	Lb.	29.25
	IDOT Seed Class 4	Lb.	24.38
	IDOT Seed Class 5	Lb.	715
	Fertilizer	Lb.	1.78
E	Mulch (Erosion Control)		
	Mulching	Lb.	2.14
	Erosion Control Blanket	Sq. Yd.	1.71
	Turf Reinforcement Mat	Sq. Yd.	3.60
G	Watering	Hr.	116

Additional Clarifications – Award Criteria

All bid received in accordance with this request will be evaluated based on the criteria established by the City which may include but not be limited to bid price, quality, experience of the bidder, responsiveness of the bidder, adaptability of the particular material and equipment for the specific intended use and conformity to bid specification. The City reserves the right to reject any and or all bids for any reason, whether or not the bid is lowest and to waive any irregularities or technicalities in any bid. The contract, if awarded, will be awarded to the bidder whose bid is determined to be in the best interest of the City. Once delivered, all bid are irrevocable for a period of 30 days from the deadline.

To assist in the bid selection the following are two typical restoration projects required by the City. Unit pricing submitted by the contractor above is required to be used in the following job pricing. Pricing provided will be what is read aloud at bid opening. Final bid award will take into consideration all unit cost provided by the bidder.

A. *Total Cost Sod Restoration –*

Item Letter	Items	Unit	Unit Price	Measurement in Square Feet		
				250	500	1000
A	Final Shaping, Trimming and Finishing		Included in Item B			
B	Topsoil / Composting Furnish and Placement					
	2" Thickness	Sq. Yd.	16	444.48	888.96	1777.92
C	Landscaping (Sod Placement)	Sq. Yd.	18	500.04	1000.08	2000.16
			TOTAL-	944.52	1889.04	3778.08

B. *Total Cost Seed Restoration –*

Item Letter	Items	Unit	Unit Price	Measurement in Square Feet		
				250	500	1000
A	Final Shaping, Trimming and Finishing		Included in Item B			
B	Topsoil / Composting Furnish and Placement					
	2" Thickness	Sq. Yd.	16	444.48	888.96	1777.92
D	Landscaping (Seed Placement)					
	IDOT Seed Class 1	Lb.	12.05	15.06	30.12	60.24
	Fertilizer	Lb.	.78	1.30	2.60	5.20
E	Mulch (Erosion Control)					
	Mulching	Lb.	2.14	29.72	59.44	118.88
	Erosion Control Blanket	Sq. Yd.	1.71	47.5	95	190.00
			TOTAL-	538.06	1076.12	2152.24

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CRH Insurance Agency, LLC
1381 Wind Energy Pass
Batavia, IL 60510

CONTACT NAME: Michele King
PHONE (A/C, No, Ext): (630) 208-8496 FAX (A/C, No): (630) 208-8497
E-MAIL ADDRESS: admin@crinsurance.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Bitco Insurance Company	20095
INSURER B: First Mercury	10657
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Langton Snow Solutions Inc
dba Langton Group
4510 Dean St
Woodstock IL 60098-7503

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	x	x	CLP 3626622	09/15/2016	09/15/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	x	x	CAP 3626621	09/15/2016	09/15/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			IL-EX-0000057689-01	09/15/2016	09/15/2017	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	x	WC 3626620	09/15/2016	09/15/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Personal Property			CLP 3626622	09/15/2016	09/15/2017		$26,370

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Ed Allaz <SH>

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ST. CHARLES SINCE 1834	**AGENDA ITEM EXECUTIVE SUMMARY**	Agenda Item number: 5.f
	Title:	Recommendation to Approve Intergovernmental Agreement with the City of Geneva for the IL Route 31 Culvert and Sidewalk Improvement Project
	Presenter:	Karen Young

Meeting: Government Services Committee Date: July 24, 2017

Proposed Cost: n/a	Budgeted Amount: n/a	Not Budgeted: ☐

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

The City of St. Charles and City of Geneva have partnered together to improve the sidewalk connectivity and streambanks located on Geneva Road (IL Route 31) between the City of St. Charles and the City of Geneva, under one construction and construction engineering contract. The project will include all necessary sidewalks, culvert extension, retaining wall, streambank stabilization, tree removal, tree planting and restoration. This project will provide a much needed sidewalk connection on Geneva Road (IL Route 31) between the City of St. Charles and the City of Geneva.

As part of the design and bidding process the appropriate distribution of costs were determined, based on the work being performed for each agency. As part of the construction award an Intergovernmental Agreement has been prepared to identify the specifics about the funding split and other appropriate items between each agency. The City of St. Charles will act as the lead agency for the construction and construction engineering.

The breakdown of costs for each agency as spelled out in the Intergovernmental Agreement is as follows:

Agency Costs:	
City of Geneva	$116,594.84
City of St. Charles	$314,192.16
Total	**$430,787.00**

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

*Intergovernmental Agreement with City of Geneva

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

Recommendation to Approve Intergovernmental Agreement with the City of Geneva for the IL Route 31 Culvert and Sidewalk Improvement Project.

INTERGOVERNMENTAL AGREEMENT
WITH CITY OF ST. CHARLES AND CITY OF GENEVA
FOR CONSTRUCTION AND CONSTRUCTION ENGINEERING
IL ROUTE 31 CULVERT & SIDEWALK IMPROVEMENT PROJECT

This Agreement entered into this ____ day of _____, 2017 by and between the City of St. Charles, a municipal corporation of the State of Illinois, (hereinafter "ST. CHARLES") and the City of Geneva, a municipal corporation of the State of Illinois, (hereinafter "GENEVA"). ST. CHARLES and GENEVA are sometimes hereinafter collectively referred to as the "PARTIES".

WITNESSETH

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and 5 ILCS 220/1 *et seq*. authorizes ST. CHARLES and GENEVA to cooperate in the performance of their respective duties and responsibilities by contract and other agreements; and,

WHEREAS, ST. CHARLES and the GENEVA would like to improve the sidewalk connectivity and stream banks located near 1336 Geneva Road, which will include all necessary sidewalks, culvert extension, streambank stabilization, tree removal, tree planting and restoration, and all work required therefor (hereinafter the "PROJECT"); and,

WHEREAS, ST. CHARLES and GENEVA acknowledge the PROJECT as contemplated will be of immediate benefit to the citizens of the City of St. Charles and City of Geneva and will facilitate the safe and efficient movement of pedestrian traffic, and provide for the safety of the public and shall be permanent in nature.

NOW, THEREFORE, in consideration of the above preambles and the mutual promises and covenants contained herein and for other good and valuable consideration, the sufficiency of which is agreed to by the parties hereto, ST. CHARLES and GENEVA covenant, agree and bind themselves as follows, to wit:

1. The PARTIES hereto acknowledge and agree that the estimated cost of the Construction and Construction Engineering is four hundred thirty thousand seven hundred eighty seven dollars ($430,787.00) (See Exhibit "A"). The PARTIES further acknowledge and agree that the total cost of the Construction and Construction Engineering may be greater or less than cost estimated herein. ST. CHARLES and GENEVA agree that the appropriate share of the cost of the Construction and Construction Engineering shall be paid by the PARTIES as set forth herein below.

    a. ST. CHARLES agrees to pay $314,192.16 of the Construction and Construction Engineering.

    b. GENEVA agrees to pay $116,594.84 of the Construction and Construction Engineering.

2. The PARTIES acknowledge and agree that ST. CHARLES shall act as the lead agency for the CONSTRUCTION AND CONSTRUCTION ENGINEERING".

3. In accordance with its customary business practices, ST. CHARLES agrees to pay the CONSULTANT performing the PHASE III ENGINEERING services performed upon receipt of an invoice(s) therefor from the CONSULTANT. ST. CHARLES shall subsequently bill GENEVA, respectively, for their proportionate share of the costs of the PHASE III ENGINEERING as those costs are paid by ST. CHARLES.

4. ST. CHARLES agrees to pay the contractor for ST. CHARLES and GENEVA'S portion of the construction costs upon receipt of an invoice(s) from the contractor. ST. CHARLES shall subsequently bill GENEVA within thirty (30) days of receipt of the ST. CHARLES's invoice(s) for their proportionate share of the construction costs as those costs are paid by ST. CHARLES.

5. GENEVA agrees to reimburse ST. CHARLES within forty five (45) days of receipt of the ST. CHARLES's invoice(s) for their respective portion(s) of the CONSTRUCTION work.

6. GENEVA agrees to reimburse ST. CHARLES within forty five (45) days of receipt of the ST. CHARLES's invoice(s) for their respective portion(s) of the CONSULTANT's services.

7. This Agreement shall only be effective upon approval by the respective legislative bodies of ST. CHARLES and GENEVA.

8. The failure of any 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 construed as waiver of any right to enforce any term, covenant, agreement, or condition herein contained.

9. This agreement shall inure to the benefit of the parties hereto successors and assigns.

Dated at St. Charles, Illinois this ____ day of _____, 2017.

CITY OF ST. CHARLES

By: _____
Mayor, City of St. Charles

ATTEST:

By: _____
City Clerk, City of St. Charles

CITY OF GENEVA

By: _____
Mayor, City of Geneva

ATTEST:

By: _____
City Clerk, City of Geneva

Engineer's Opinion of Probable Cost

EXHIBIT A

IL 31 Culvert at South Corporate Limits

St. Charles - Geneva Cost Distribution

7/18/2017

No.	Description	St. Charles Quantity	St. Charles Cost	Geneva Quantity	Geneva Cost	Kovilic Construction Bid Unit Price	Kovilic Construction Total Price
	Site Improvements						
1	MOBILIZATION	0.5	$ 10,000.00	0.5	$ 10,000.00	$20,000.00	$20,000.00
2	CONSTRUCTION LAYOUT AND AS-BUILT SURVEY	0.5	$ 5,000.00	0.5	$ 5,000.00	$10,000.00	$10,000.00
3	SITE DEWATERING	0.5	$ 2,500.00	0.5	$ 2,500.00	$5,000.00	$5,000.00
4	TEMPORARY CONSTRUCTION FENCE	559.5	$ 2,797.50	559.5	$ 2,797.50	$5.00	$5,595.00
5	CLEARING	0.5	$ 2,500.00	0.5	$ 2,500.00	$5,000.00	$5,000.00
6	TREE REMOVAL (6-15 UNITS DIA)	48.0	$ 1,680.00	34.0	$ 1,190.00	$35.00	$2,870.00
7	TREE REMOVAL (OVER 15 UNITS DIA)	20.0	$ 1,000.00	24.0	$ 1,200.00	$50.00	$2,200.00
8	TREE TRUNK PROTECTION	20.0	$ 3,000.00	19.0	$ 2,850.00	$150.00	$5,850.00
9	EARTH EXCAVATION, SPECIAL	0.5	$ 5,000.00	0.5	$ 5,000.00	$10,000.00	$10,000.00
10	ROCK EXCAVATION, CHANNEL	13.0	$ 3,900.00	47.0	$ 14,100.00	$300.00	$18,000.00
11	FURNISHED EXCAVATION	67.0	$ 6,700.00	0.0	$ -	$100.00	$6,700.00
12	POROUS GRANULAR EMBANKMENT	90.0	$ 9,000.00	0.0	$ -	$100.00	$9,000.00
13	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	51.0	$ 2,550.00	0.0	$ -	$50.00	$2,550.00
14	SIDEWALK REMOVAL	70.0	$ 210.00	0.0	$ -	$3.00	$210.00
15	PORTLAND CEMENT CONCRETE SIDEWALK, 5", SPECIAL	2,042.0	$ 14,294.00	0.0	$ -	$7.00	$14,294.00
16	DETECTABLE WARNINGS	20.0	$ 500.00	0.0	$ -	$25.00	$500.00
17	STABILIZED CONSTRUCTION ENTRANCE, SPECIAL	0.5	$ 1,500.00	0.5	$ 1,500.00	$3,000.00	$3,000.00
18	HMA DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT	39.0	$ 3,510.00	0.0	$ -	$90.00	$3,510.00
19	HMA PAVEMENT AT GUARDRAIL	83.0	$ 3,735.00	0.0	$ -	$45.00	$3,735.00
20	BACK SIDE PROTECTION OF GUARDRAIL	140.0	$ 2,800.00	0.0	$ -	$20.00	$2,800.00
21	STONE RIPRAP, CLASS A3	9.0	$ 1,350.00	0.0	$ -	$150.00	$1,350.00
22	STONE RIPRAP, CLASS A5	36.0	$ 5,400.00	131.0	$ 19,650.00	$150.00	$25,050.00
23	FILTER FABRIC	9.0	$ 90.00	0.0	$ -	$10.00	$90.00
24	REMOVE EXISTING WOOD FENCE	40.0	$ 400.00	0.0	$ -	$10.00	$400.00
25	RELOCATE SIGN ASSEMBLY	1.0	$ 250.00	0.0	$ -	$250.00	$250.00
26	INLET FILTERS	1.0	$ 250.00	0.0	$ -	$250.00	$250.00
27	PERIMETER EROSION BARRIER, SILT FENCE	19.0	$ 95.00	19.0	$ 95.00	$5.00	$190.00
28	TEMPORARY CONCRETE WASHOUT FACILITY	1.0	$ 1,000.00	0.0	$ -	$1,000.00	$1,000.00
29	CHANGEABLE MESSAGE SIGN	57.0	$ 4,275.00	57.0	$ 4,275.00	$75.00	$8,550.00
30	TRAFFIC CONTROL AND PROTECTION	0.5	$ 5,000.00	0.5	$ 5,000.00	$10,000.00	$10,000.00
31	TOPSOIL FURNISH AND PLACE, 6", SPECIAL	832.0	$ 4,160.00	832.0	$ 4,160.00	$5.00	$8,320.00
32	TEMPORARY SEEDING	0.2	$ 1,000.00	0.2	$ 1,000.00	$5,000.00	$2,000.00
33	SEEDING, CLASS 1A WITH FERTILIZER	0.1	$ 1,000.00	0.0	$ -	$10,000.00	$1,000.00
34	SEEDING, WOODLAND SEEDING	0.2	$ 2,000.00	0.2	$ 2,000.00	$10,000.00	$4,000.00
35	EROSION CONTROL BLANKET	215.0	$ 1,075.00	0.0	$ -	$5.00	$1,075.00
36	HEAVY DUTY EROSION CONTROL BLANKET	724.5	$ 2,173.50	724.5	$ 2,173.50	$3.00	$4,347.00
37	TREE, BETULA NIGRA (RIVER BIRCH), 2.5 INCH CALIPER	0.5	$ 250.00	0.5	$ 250.00	$500.00	$500.00
38	TREE, CELTIC OCCIDENTALIS (HACKBERRY), 2.5 INCH CALIPER	0.5	$ 250.00	0.5	$ 250.00	$500.00	$500.00
39	TREE, QUERCUS ALBA (WHITE OAK), 2.5 INCH CALIPER	1.5	$ 750.00	1.5	$ 750.00	$500.00	$1,500.00
40	TREE, QUERCUS MACROCARPA (BUR OAK), 2.5 INCH CALIPER	1.5	$ 750.00	1.5	$ 750.00	$500.00	$1,500.00
41	SHRUB, CORNUS OBLIQUA (BLUE FRUITED DOGWOOD), 5-GALLON	1.5	$ 225.00	1.5	$ 225.00	$150.00	$450.00
42	SHRUB, CORNUS ALBA, (RED-OSIER DOGWOOD), 5-GALLON	3.0	$ 450.00	3.0	$ 450.00	$150.00	$900.00
43	SHRUB, VIBURNUM LENTAGO, (NANNY BERRY), 5-GALLON	3.0	$ 450.00	3.0	$ 450.00	$150.00	$900.00
44	SHRUB, SAMBUCUS CANADENSIS, (ELDERBERRY), 5-GALLON	3.0	$ 450.00	3.0	$ 450.00	$150.00	$900.00
45	LANDSCAPE MAINTENANCE, YEAR 1	0.5	$ 1,500.00	0.5	$ 1,500.00	$3,000.00	$3,000.00
46	LANDSCAPE MAINTENANCE, YEAR 2	0.5	$ 1,500.00	0.5	$ 1,500.00	$3,000.00	$3,000.00
47	LANDSCAPE MAINTENANCE, YEAR 3	0.5	$ 1,500.00	0.5	$ 1,500.00	$3,000.00	$3,000.00

	Structural Improvements						
48	POROUS GRANULAR EMBANKMENT	3.0	$ 300.00	0.0	$ -	$100.00	$300.00
49	STRUCTURE EXCAVATION	12.0	$ 1,800.00	0.0	$ -	$150.00	$1,800.00
50	ROCK EXCAVATION	2.4	$ 1,200.00	0.0	$ -	$500.00	$1,200.00
51	CONCRETE STRUCTURES	14.5	$ 21,750.00	0.0	$ -	$1,500.00	$21,750.00

No.	Description	St. Charles Quantity	St. Charles Cost	Geneva Quantity	Geneva Cost	Kovilic Construction Bid Unit Price	Kovilic Construction Total Price
52	STUD SHEAR CONNECTORS	50.0	$ 500.00	0.0	$ -	$10.00	$500.00
53	REINFORCEMENT BARS, EPOXY COATED	2,720.0	$ 8,160.00	0.0	$ -	$3.00	$8,160.00
54	BICYCLE RAILING	100.0	$ 25,000.00	0.0	$ -	$250.00	$25,000.00
55	FURNISHING SOLDIER PILES (HP SECTIONS)	114.0	$ 11,400.00	0.0	$ -	$100.00	$11,400.00
56	DRILLING AND SETTING SOLDIER PILES (IN SOIL)	182.0	$ 22,750.00	0.0	$ -	$125.00	$22,750.00
57	DRILLING AND SETTING SOLDIER PILES (IN ROCK)	227.0	$ 45,400.00	0.0	$ -	$200.00	$45,400.00
58	UNTREATED TIMBER LAGGING	295.0	$ 5,900.00	0.0	$ -	$20.00	$5,900.00
59	CONCRETE BOX CULVERTS	5.5	$ 8,250.00	0.0	$ -	$1,500.00	$8,250.00
60	GEOCOMPOSITE WALL DRAIN	21.0	$ 945.00	0.0	$ -	$45.00	$945.00
61	PCC CHANNEL WEIR WALL	0.5	$ 10,000.00	0.5	$ 10,000.00	$20,000.00	$20,000.00

	St. Charles	Geneva	Project Total
Construction Split Total	**$ 283,125.00**	**$ 105,066.00**	**$388,191.00**
Construction Total %	**72.93%**	**27.07%**	
Construction Engineering Split	**$31,067.16**	**$11,528.84**	**$42,596.00**
Project Cost Total	**$314,192.16**	**$116,594.84**	**$430,787.00**

ST. CHARLES SINCE 1834	**AGENDA ITEM EXECUTIVE SUMMARY**	Agenda Item number: 5.g
	Title:	Recommendation to Approve Construction Contract for the IL Route 31 Culvert and Sidewalk Improvement Project
	Presenter:	Karen Young

Meeting: Government Services Committee	Date: July 24, 2017	
Proposed Cost: $283,125	Budgeted Amount: $375,000	Not Budgeted: ☐

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

This project is being completed in partnership with the City of Geneva. This project will provide a much needed sidewalk connection on Geneva Road (IL Route 31) between the City of St. Charles and the City of Geneva. The work includes the extension of the existing roadway culvert, retaining wall, bank stabilization and sidewalk connection.

On July 6, 2017, sealed bids for the IL Route 31 Culvert & Sidewalk Improvement Project were publicly opened and read aloud. The City received a total of four (4) bids for this project, with the results shown below.

Bid Results:

Engineer's Estimate	***$404,077.00***
Alliance Contractors	$408,872.20
Kovilic Construction	$388,191.00
Martam Construction	$407,182.40
Trine Construction	$683,386.00

Agency Costs:

City of Geneva	$105,066.00
City of St. Charles	$283,125.00
Total	**$388,191.00**

The design and bidding documents were prepared by WBK Engineering. All references for Kovilic Construction came back favorable and they are capable of performing the work. Construction is anticipated to begin in August, with completion in October. Appropriate notifications and press release to the community will be completed.

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

* Location Map

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

Recommendation to Approve Construction Contract with Kovilic Construction for the IL Route 31 Culvert and Sidewalk Improvement Project in the amount of $388,191.00, with the City of St. Charles portion of the work being $293,125.00.

City of St. Charles, Illinois
Two East Main Street St. Charles, IL 60174-1984
Phone: 630-377-4400 Fax: 630-377-4440 - www.stcharlesil.gov

1336 Geneva Rd
Culvert/Sidewalk Extension

RAYMOND ROGINA Mayor
MARK KOENEN City Administrator

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Publication Date:
March 30, 2017
Data Source:
City of St. Charles, Illinois
Kane County, Illinois
Dupage County, Illinois
Projection: Transverse Mercator
Coordinate System: Illinois State Plane East
North American Datum 1983
Request # 1379

0 25 50 100 Feet

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Geographic Information Systems
City of St Charles

ST. CHARLES SINCE 1834	**AGENDA ITEM EXECUTIVE SUMMARY**	Agenda Item number: 5.h
	Title:	Recommendation to Approve a Construction Engineering Agreement for the IL Route 31 Culvert and Sidewalk Improvement Project
	Presenter:	Karen Young

Meeting: Government Services Committee	Date: July 24, 2017	
Proposed Cost: $31,067.16	Budgeted Amount: $37,500	Not Budgeted: ☐

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

The IL Route 31 Culvert and Sidewalk Improvement Project includes consultant services for Construction Engineering due to the scope of work and the number of other construction projects taking place this summer. Qualifications and proposals were requested from multiple firms with four firms submitting: Christopher Burke Engineering, Engineering Resource Associates, Rempe-Sharp & Associates and WBK Engineering.

After a review of the submittals, qualifications, proposals and reference checks, staff selected WBK Engineering to complete the work. Their scope of work, number of hours and hourly rates are consistent with similar previous projects and meet our project timeline. WBK's team has the appropriate experience working on this type of project and has been involved with the property owner and the City of Geneva on this project for a number of years. The City has used WBK's proposed resident engineer on the previous Illinois Bridge Repair project completed in 2016 and was pleased with the services provided.

The construction engineering services are a lump sum fixed fee not to exceed $42,596.00, with the breakdown in costs for each agency as follows:

Agency Costs:	
City of Geneva	$11,528.84
City of St. Charles	$31,067.16
Total	**$42,596.00**

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

None

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

Recommendation to Approve Construction Engineering Agreement with WBK Engineering for the IL Route 31 Culvert and Sidewalk Improvement Project in the amount of $42,596.00, with the City of St. Charles portion of the work being $31,067.16.

ST. CHARLES SINCE 1834	**AGENDA ITEM EXECUTIVE SUMMARY**	Agenda Item number: 5.i
	Title:	Recommendation to Approve Purchase Order with Hooper Corporation for Overhead Contractor Services
	Presenter:	Chris Adesso

Meeting: Government Services Committee	Date: July 24, 2017	
Proposed Cost: $250,000	Budgeted Amount: $250,000	Not Budgeted: ☐

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

Purchasing went out for bids and received four (4) qualified bids from overhead electric line contractors. Hooper Corporation was the low evaluated bid. City staff conducted a reference check, and Hooper was positively recommended by a neighboring utility for their workmanship and efficiency. The Electric Utility has supplemented our Line staff with contract crews on a regular basis. The pole inspection program is approximately 50% completed and has already identified 115 poles in need of replacement. The value of this PO will provide approximately three months of a dedicated crew that is expected to make a significant impact on the backlog of overhead work in the southwest quadrant of the City and also on the list of the worst of the poles that have been rejected as part of our recent inspection. The proposal included provisions for a three year contract, with very favorable 1.5% escalator for next year and a 2% escalator for year three. Extensions for the second and third year would be based on performance and at the City's discretion.

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

* Bid Tabulation

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

Recommendation to Award Overhead Contractor Services to Hooper Corporation for a three year period beginning May 1, 2017 through April 30, 2020.

Item	Three Phase Line Construction	Meade	MP Systems	Hooper
Overhead - Straight Time- 8 hour workday/hour	$575.78	$596.67	$556.71	$513.31
Overhead - Straight Time- 10 hour workday/hour	$567.07	$596.67	$550.04	$504.31
Overhead Crew Rate with Flaggers/hour	$796.33	$779.97	$697.38	$663.31
Mobilization Charge	$4,606.30	$1,301.61	$1,500.00	$7,000.00
Long Term Overhead Crew - 8 hour workday/hour	$554.06	$537.00	$553.10	$513.31
Long Term Overhead Crew - 10 hour workday/hour	$545.67	$537.00	$526.73	$504.31
Overhead - 1.5X time Crew Rate/hour	$756.01	$767.44	$702.30	$644.38
Overhead - 1.5X time Crew Rate w/Flaggers /hour	$1,064.25	$1,037.60	$927.99	$794.38
Overhead - 2X time Crew Rate/hour	$948.06	$938.26	$854.57	$775.32
Overhead - 2X time Crew Rate w/Flaggers /hour	$1,344.00	$1,295.26	$1,132.48	$925.32
Apprentice Deduction - Straight Time/hour	$30.22	$23.50	$11.89	$10.00
Apprentice Deduction - 1.5X Time/hour	$44.86	$34.63	$16.33	$14.00
Apprentice Deduction - 2X Time/hour	$59.48	$45.77	$20.80	$18.00
Deduct For No Private Property Cart/hour	$6.56	$63.00	$35.48	$35.00
Year 2 Offer	3.50%	3%	2.50%	1.50%
Year 3 Offer	3.50%	3%	2.50%	2% above Yr 2

ST. CHARLES SINCE 1834	**AGENDA ITEM EXECUTIVE SUMMARY**	Agenda Item number: 6.a
	Title:	Recommendation to Approve Fire Department Automatic Aid Agreements
	Presenter:	Fire Chief Joseph Schelstreet

Meeting: Government Services Committee Date: July 24, 2017

Proposed Cost: $0	Budgeted Amount: $N/A	Not Budgeted: ☐

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

The Fire Department has long embraced the concept of mutual and automatic aid, in the form of mutually beneficial fire, emergency medical and specialized response with our neighboring communities. Before they are finalized, all such agreements are scrutinized to ensure that they are mutually beneficial to the signatory communities and that they will not be overly burdensome to meet. Currently, the Fire Department has automatic aid agreements with the Geneva, Batavia, Elburn, South Elgin, West Chicago, North Aurora and Fermi Lab Fire Departments. Ambulance agreements would be the purview of the Tri City Ambulance Association and are not included in this agenda item.

These agreements are brought to you for approval when alterations are made due to changing conditions, a new fire chief assuming office at a neighboring department as well as for purposes of transparency and compliance with Fire Department accreditation requirements.

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

* Automatic Aid Agreements with Surrounding Departments

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

Recommendation to approve Fire Department Automatic Aid Agreements.

AGREEMENT FOR AUTOMATIC AID FOR FIRE SUPPRESSION UNITS BETWEEN THE BATAVIA FIRE DEPARTMENT AND THE ST. CHARLES FIRE DEPARTMENT

This agreement shall serve to define the practices and procedures for the provision of automatic aid responses of fire department suppression units between the communities of Batavia and St. Charles.

> Automatic Aid serves as a pre-established agreement between neighboring communities or Fire Departments to respond with specific equipment and personnel on an initial alarm to an emergency incident at a precise address, for a particular risk, or within a designated geographic area.

The St. Charles Fire Department Responding to Assist the Batavia Fire Department

The St. Charles Fire Department will provide a truck company and a Chief Officer for all structural fires that occur in the City of Batavia and in their Fire Protection District.

The St. Charles Fire Department shall also respond an appropriate suppression unit, when requested or designated by the computer aided dispatch system, to fill in the initial dispatch assignment of suppression units to incidents requiring multiple unit response. This shall occur in instances where the Batavia Fire Department lacks sufficient units to respond due to simultaneous emergency incidents.

The Batavia Fire Department Responding to Assist the St. Charles Fire Department

The Batavia Fire Department will provide a truck company and a Chief Officer for all structural fires that occur in the City of St. Charles.

The Batavia Fire Department shall also respond an appropriate suppression unit, when requested or designated by the computer aided dispatch system, to fill in the initial dispatch assignment of suppression units to incidents requiring multiple unit response. This shall occur in instances where the St. Charles Fire Department lacks sufficient units to respond due to simultaneous emergency incidents.

Both parties acknowledge the response of personnel, equipment, and apparatus to automatic aid requests shall be subject to the availability of such Fire Department resources. The failure to respond to automatic aid requests due to resource unavailability when such unavailability is attributable to other call volume, mechanical breakdown or response to other service demands shall not constitute a breach of this agreement.

Batavia Fire Department

Fire Chief Randy Deicke
Date: 4-19-17

St. Charles Fire Department

Fire Chief Joe Schelstreet
Date: 4/17/17

AGREEMENT FOR AUTOMATIC AID FOR FIRE SUPPRESION UNITS BETWEEN THE ELBURN AND COUNTRYSIDE FIRE PROTECTION DISTRICT AND THE CITY OF ST. CHARLES FIRE DEPARTMENT

This agreement shall serve to define the practices and procedures for the provision of automatic aid responses of the fire department suppression units between the Elburn & Countryside Fire Protection District (hereinafter ECFPD) and the City of St. Charles Fire Department (hereinafter SCFD)

Automatic Aid- a pre-established agreement between neighboring communities or Fire Departments to respond with specific equipment and personnel on an initial alarm to an emergency incident at a precise address, for a particular risk, or within a designated geographic area.

St. Charles Fire Department Responding to Assist the Elburn and Countryside Fire Protection District

The SCFD will, when notified, automatically provide a Chief Officer and a truck company to all structure fires that occur in the ECFPD within the area East of Route 47, North of Route 38, West of the current eastern boundary of the ECFPD, and South of the Northern ECFPD boundary.

The SCFD will also provide a truck company to all structure fires that occur in the ECFPD, within the area West of Route 47 and North of Route 38.

The SCFD will provide a tender company to all structure fires that occur in the ECFPD, within the area East of Route 47, North of Main Street Road, South of Route 38, and to the ECFPD East boundary excluding the Mill Creek Subdivision and the Village of Elburn.

The SCFD shall also respond an appropriate suppression unit, when designated by the computer aided dispatch system, to fill in the initial dispatch assignment of suppression units to incidents requiring multiple unit response or to change quarters to an Elburn Fire Station as needs dictate. This shall occur in instances where the ECFPD lacks sufficient units to respond due to simultaneous emergency incidents. The engine company from St. Charles Station #3 will normally be due as the engine company. Ifthat engine company is already committed, the next closest available engine company will respond. No substitution will be made if two SCFD companies are already committed to an alarm.

Elburn & Countryside Fire Protection District Responding to Assist the St. Charles Fire Department

The ECFPD will, when notified, automatically provide a Chief Officer and an Engine Company to all structure fires that occur within the City of St. Charles. The ECFPD shall also respond an appropriate suppression unit, when requested or designated by the computer aided dispatch system, to fill in the initial dispatch assignment of suppression units to incidents requiring multiple unit response or to change quarters to a St. Charles Fire Station as needs dictate. This shall occur in instances where the SCFD lacks sufficient units to respond due to simultaneous emergence incidents.

The appropriate tones have been added by Tri-Com for each department upon initial dispatch of a structure fire. Response of available companies for automatic aid may be limited due to unit availability.

Elburn & Countryside Fire Protection District

Chief Joseph Cluchey

Fire Chief Joseph Cluchey
Date: 06/28/17

St. Charles Fire Department

Fire Chief Joe Schelstreet
Date: 6/28/17

AGREEMENT FOR AUTOMATIC AID FOR FIRE SUPPRESION UNITS BETWEEN THE FERMILAB FIRE DEPARTMENT AND THE CITY OF ST. CHARLES FIRE DEPARTMENT

This agreement shall serve to define the practices and procedures for the provision of automatic aid responses of the fire department suppression units between the Fermilab Fire Department and the City of St. Charles Fire Department (hereinafter SCFD)

Automatic Aid- a pre-established agreement between neighboring communities or Fire Departments to respond with specific equipment and personnel on an initial alarm to an emergency incident at a precise address, for a particular risk, or within a designated geographic area.

St. Charles Fire Department Responding to Assist the Fermilab Fire Department

The STCFD shall respond an appropriate suppression unit, when designated by the computer aided dispatch system, to fill in the initial dispatch assignment of suppression units to incidents requiring multiple unit response. This shall occur in instances where the Fermilab Fire Department lacks sufficient units to respond due to simultaneous emergency incidents. The engine company from St. Charles Station #2 will normally be due as the engine company. Ifthat engine company is already committed, the next closest available engine company will respond. No substitution will be made if two SCFD companies are already committed to an alarm.

Fermilab Fire Department Responding to Assist the St. Charles Fire Department

The Fermilab Fire Department will, when notified, automatically provide a change of quarters Engine Company, to Fire Station #2, on all General Alarm Fires that occur within the SCFPD jurisdiction. The Fermilab Fire Department shall also respond an appropriate suppression unit, when requested or designated by the computer aided dispatch system, to fill in the initial dispatch assignment of suppression units to incidents requiring multiple unit response. This shall occur in instances where the SCFD lacks sufficient units to respond due to simultaneous emergence incidents.

Tri-Com Central Dispatch will notify the Fermilab Fire Department through the Fermilab Dispatcher for the required response of companies to St. Charles. Likewise, the Fermilab Dispatcher will notify Tri-Com when companies from St. Charles are due to assist the Fermilab Fire Department. Response of available companies for automatic aid may be limited due to unavailability.

Fermilab Fire Department

Fire Chief Chuck Kuhn
Date: 4-13-17

St. Charles Fire Department

Fire Chief Joe Schelstreet
Date: 4-13-17

AGREMENT FOR AUTOMATIC AID FOR FIRE SUPPRESSION UNITS BETWEEN THE CITY OF GENEVA FIRE DEPARTMENT AND THE CITY OF ST. CHARLES FIRE DEPARTMENT

This letter of agreement shall serve to define the practices and procedures for the provision of automatic aid responses of fire department suppression units between the communities of Geneva and St. Charles. It shall consist of the following.

> Automatic Aid – a pre-established agreement between neighboring communities or Fire Departments to respond with specific equipment and personnel on an initial alarm to an emergency incident at a precise address, for a particular risk, or within a designated geographic area.

<u>The St. Charles Fire Department responding to assist the Geneva Fire Department</u>

- The St. Charles Fire Department will provide the response of a truck company and one Chief Officer, when requested, on the initial dispatch response to all reported structure fires that occur within the City of Geneva and within their Township Fire Protection Area.
- The St. Charles Fire Department will also provide the response of the closest suppression unit (engine or truck) by still district, when requested, on the initial dispatch response for activated fire alarms to the following occupancies in the City of Geneva;
    - Geneva Place, 27 North Bennett Street (Rt. 25) (T101)
    - Geneva High School, 416 McKinley Street (T101)
    - Commercial occupancies: 1507, 1700, 1717, 1800, 1900 Averill Drive (T101)
    - Arden Courts, 2388 Bricher Road (E103)
    - Geneva Commons, 102-1702 Commons Drive (E103)
    - Delnor Hospital Campus (E103)
        - 296-308 Randall Road
        - 345-362 Delnor Drive
    - Bar Technologies, 500-501 Fluid Power Drive (T101)
    - Lineage Logistics 2088 Geneva Drive (T101)
    - Heartland Elementary School, 3300 Heartland Drive (E103)
    - Power Packaging, 2089 Pillsbury Drive (T101)
    - Bria of Geneva, 1101 E. State Street (T101)
    - Crossings of Geneva, 2671-2699 Stone Circle (E103)
    - Medical Offices: 2631 Williamsburg Avenue (E103)
    - Kane County Courthouse, 100 S. 3rd Street (T101)
    - Herrington Inn, 15 S. River LN (T101)
    - Kane County Government Center, 719 S. Batavia AV (T101)
- Tender 101 shall respond, as requested, to assist the Geneva Fire Department to all structure fires in all non-hydranted areas within their jurisdiction.
- The St. Charles Fire Department shall respond an appropriate suppression unit, when requested or designated by the computer aided dispatch system, to fill in the initial dispatch assignment of suppression units to incidents requiring multiple unit response. This shall occur in instances where the Geneva Fire Department lacks sufficient units to respond due to simultaneous emergency incidents.

The Geneva Fire Department responding to assist the St. Charles Fire Department

- The Geneva Fire Department shall respond an engine company and a chief officer, when requested, on the initial dispatch response to all reported structure fires that occur within the City of St. Charles
- The Geneva Fire Department will provide the response of an engine company, when requested, on the initial dispatch response for activated fire alarms to the following occupancies in St. Charles.
    - Bickford Cottage, 2875 Campton Hills Road
    - Autumn Leaves, 10 N. Peck Road
    - Brighton Gardens, 600 Dunham Road
    - Carriage Oaks, 1500 S. 14th Street
    - Carroll Towers, 200 N. 2nd Street
    - Delnor Glen Assisted Living, 975 2. 5th Avenue
    - Hotel Baker, 100 W. Main Street
    - Pheasant Run Resort and Conference Center, 4051 E. Main Street
    - Pineview Care Center, 611 Allen Lane
    - Rosewood Care Center, 850 Dunham Road
- The Geneva Fire Department shall respond an appropriate suppression unit, when requested or designated by the computer aided dispatch system, to fill in the initial dispatch assignment of suppression units to incidents requiring multiple unit response. This shall occur in instances where the St. Charles Fire Department lacks sufficient units to respond due to simultaneous emergency incidents.

Tri Com Dispatch will add the individual tones of the respective fire departments to the General Alarm tone for each community. Response of available companies for automatic aid response may be limited due to unit availability.

Geneva Fire Department

Fire Chief Michael Antenore
Date: 5-10-2017

St. Charles Fire Department

Fire Chief Joe Schelstreet
Date:

AGREEMENT FOR AUTOMATIC AID FOR FIRE SUPPRESION UNITS BETWEEN THE NORTH AURORA FIRE PROTECTION DISTRICT AND THE CITY OF ST. CHARLES FIRE DEPARTMENT

This agreement shall serve to define the practices and procedures for the provision of automatic aid responses of the fire department suppression units between the North Aurora Fire Protection District (hereinafter NAFPD) and the City of St. Charles Fire Department (hereinafter SCFD)

Automatic Aid- a pre-established agreement between neighboring communities or Fire Departments to respond with specific equipment and personnel on an initial alarm to an emergency incident at a precise address, for a particular risk, or within a designated geographic area.

St. Charles Fire Department Responding to Assist the North Aurora Fire Protection District

The SCFD will, when notified, automatically provide a

The STCFD shall also respond an appropriate suppression unit, when designated by the computer aided dispatch system, to fill in the initial dispatch assignment of suppression units to incidents requiring multiple unit response. This shall occur in instances where the NAFPD lacks sufficient units to respond due to simultaneous emergency incidents. The engine company from St. Charles Station #3 will normally be due as the engine company. If that engine company is already committed, the next closest available engine company will respond. No substitution will be made if two SCFD companies are already committed to an alarm.

North Aurora Fire Protection District Responding to Assist the St. Charles Fire Department

The NAFPD will, when notified, automatically provide a change of quarters Engine Company, to Fire Station #3, on all General Alarm Fires that occur within the SCFPD jurisdiction. The NAFPD shall also respond an appropriate suppression unit, when requested or designated by the computer aided dispatch system, to fill in the initial dispatch assignment of suppression units to incidents requiring multiple unit response. This shall occur in instances where the SCFD lacks sufficient units to respond due to simultaneous emergence incidents.

The appropriate tones have been added by Tri-Com for each department upon initial dispatch of a structure fire. Response of available companies for automatic aid may be limited due to unit availability.

North Aurora Fire Protection District

Fire Chief Ryan Lambert
Date: 4/19/2017

St. Charles Fire Department

Fire Chief Joe Schelstreet
Date:

AGREEMENT FOR AUTOMATIC AID FOR FIRE SUPPRESSION UNITS BETWEEN THE SOUTH ELGIN FIRE PROTECTION DISTRICT AND THE CITY OF ST. CHARLES FIRE DEPARTMENT

This agreement shall serve to define the practices and procedures for the provision of automatic aid responses of fire department suppression units between the South Elgin Fire Protection District and the City of St. Charles Fire Department.

Automatic Aid – a pre-established agreement between neighboring communities or Fire Departments to respond with specific equipment and personnel on an initial alarm to an emergency incident at a precise address, for a particular risk, or within a designated geographic area.

St. Charles Fire Department Responding to Assist South Elgin Fire Protection District

The St. Charles Fire Department will, when notified, automatically provide the response of a tender company to the initial alarm for all reported structure fires that occur within non-hydranted areas of the South Elgin Fire Protection District.

The St. Charles Fire Department will also provide automatic initial alarm response to incidents involving Hazardous Materials, Technical Rescue, and Water Rescue that occur within the South Elgin Fire Protection District.

The St. Charles Fire Department shall also respond an appropriate suppression unit when requested or designated by the South Elgin Fire Protection District to fill in the initial dispatch assignment of suppression units to incidents requiring multiple unit response, or to change quarters to a South Elgin Fire Station as needs dictate. This shall occur in instances where the South Elgin Fire Protection District lacks sufficient units to respond due to simultaneous emergency incidents.

South Elgin Fire Protection District Responding to Assist St. Charles Fire Department

The South Elgin Fire Protection District will, when notified, automatically provide the response of an engine company to the initial alarm for all reported structure fires that occur within the corporate limits of the City of St. Charles west of the Fox River.

The South Elgin Fire Protection District will also provide automatic initial alarm response to incidents involving Hazardous Materials, Technical Rescue, and Water Rescue that occur within the jurisdiction covered by the St. Charles Fire Department.

The South Elgin Fire Protection District shall also respond an appropriate suppression unit when requested or designated by the computer aided dispatch system, to fill in the initial dispatch assignment of suppression units to incidents requiring multiple unit response, or to change quarters to a St. Charles Fire Station as needs dictate. This shall occur in instances where the St. Charles Fire Department lacks sufficient units to respond due to simultaneous emergency incidents

Tri-Com Central Dispatch will notify the South Elgin Fire Protection District for the required response of companies to St. Charles. Likewise, the South Elgin communications Center will notify Tri-Com when companies from St. Charles are due to assist the South Elgin Fire Protection District. Response of available companies for automatic aid may be limited due to unavailability.

South Elgin Fire Protection District

Bill S

Fire Chief Bill Sohn
Date: 4/14/17

St. Charles Fire Department

Joe Schelstreet

Fire Chief Joe Schelstreet
Date: 5/4/17

AGREEMENT FOR AUTOMATIC AID FOR FIRE SUPPRESSION UNITS BETWEEN THE WEST CHICAGO FIRE PROTECTION DISTRICT AND THE CITY OF ST. CHARLES FIRE DEPARTMENT

This agreement shall serve to define the practices and procedures for the provision of automatic aid responses of fire department suppression units between the West Chicago Fire Protection District and the City of St. Charles Fire Department.

Automatic Aid – a pre-established agreement between neighboring communities or Fire Departments to respond with specific equipment and personnel on an initial alarm to an emergency incident at a precise address, for a particular risk, or within a designated geographic area.

St. Charles Fire Department Responding to Assist the West Chicago Fire Protection District

The St. Charles Fire Department will, when notified, automatically provide the response of a tender company to the initial alarm for all reported structure fires that occur within the non-hydranted areas of the West Chicago Fire Protection District.

The St. Charles Fire Department shall also respond an appropriate suppression unit when requested, or designated by the West Chicago Fire Protection District, to fill in the initial dispatch assignment of suppression units to incidents within their fire suppression jurisdiction, requiring multiple unit response or to change quarters to a West Chicago Fire Station. This shall occur in instances where the West Chicago Fire Protection District lacks sufficient units to respond due to simultaneous emergency incidents within their fire suppression jurisdiction.

West Chicago Fire Protection District Responding to Assist the St. Charles Fire Department

The West Chicago Fire Protection District will, when notified, automatically provide the response of an engine company to the initial alarm for all reported structure fires that occur within the corporate limits of the City of St. Charles east of the Fox River.

The West Chicago Fire Protection District shall also respond an appropriate suppression unit when requested or designated by the computer aided dispatch system, to fill in the initial dispatch assignment of suppression units to incidents, within their fire suppression jurisdiction, requiring multiple unit response, or to change quarters to a St. Charles Fire Station. This shall occur in instances where the St. Charles Fire Department lacks sufficient units to respond due to simultaneous emergency incidents within their fire suppression jurisdiction.

Tri-Com Central Dispatch will notify the West Chicago Fire Protection District through Du-Comm for the required response of companies to St. Charles. Likewise, the Du-Comm communications Center will notify Tri-Com when companies from St. Charles are due to assist the West Chicago Fire Protection District. Response of available companies for automatic aid may be limited due to unavailability.

West Chicago Fire Protection District	St. Charles Fire Department
Fire Chief Patrick Tanner	Fire Chief Joe Schelstreet
Date: 4/17/17	Date: 4/28/17