		AGENDA I	TEM E	EXECU	TIVE SUMN	IARY	
	Title:	Electric Reli	ability	Repo	ort – Inform	ation Only	
ST. CHARLES	Presenter:	Tom Bruhl					
Please check appro	priate box: t Operations		X	Gove	ernment Servi	ices 07.25.16	5
	Development		71		Council	07.23.10	,
				City	Council		
Public Hear	ing						
Estimated Cost:	\$		Budg	geted:	YES	NO	
If NO, please expla	in how item will	be funded:					
For information onl							
Attachments: (plea	use list)						
*June 2016 Outage	Report						
Recommendation	/ Suggested Acti	ion (briefly expla	in):				
For information onl	y.						
For office use only:	Agenda Ite	m Number: 3.a					

City of St. Charles June 2016 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	6/1/2016	7:36 AM	47	Walnut Dr., Fairview Dr., S. 19th St.	214	Squirrel made contact from cut out bracket on cross arm to cut out lead. Lateral was energized at Walnut St.	80	3,760	Animal	Squirrel
1	6/1/2016	7:36 AM	60	Walnut Dr., Fairview Dr., S. 19th St.	214	Squirrel made contact from cut out bracket on cross arm to cut out lead. Lateral was energized at Walnut St.	12	720	Animal	Squirrel
2	6/4/2016	5:28 AM	0	1st. St, Walnut St., E. Main St.	332	Trees on 332 suspected. Trees were trimmed.	1348	0	Unknown	Breaker/Recloser
3	6/4/2016	3:36 PM	0	Rt.25, Q Center, Stone Hedge, Woods of Fox Glen, St. Charles Country Club	313 & 314	Auto accident caused 3 breaker operations before it locked out. Wire down on Route 25.	314	0	Others	Vehicle
3	6/4/2016	3:36 PM	51	SE Quadrant	311 & 312	Due to auto accident 3T2 tripped off & locked out from 313/314 breaker malfunction. Bad equipment was isolated & re- energized bus from 3T1.	1427	72,777	Equipment	Recloser/Breaker
3	6/4/2016	3:36 PM	52	State St., E. Main, Hunt Club, Tyler, State Ave. & N. 9th Ave,	315 & 316	Due to auto accident 3T2 tripped off & locked out because 313/314 breaker malfunction. Bad equipment was isolated & re- energized bus from 3T1.	729	37,908	Equipment	Recloser/Breaker
3	6/4/2016	3:36 PM	206	Cedar St., S. 2nd St. to S. 6th St.	313	Auto accident broke pole at Rt. 25. 314 was isolated & 313 energized. Isolated circuit & picked up from circuit 334 & 313.	206	42,436	Others	Vehicle
3	6/4/2016	3:36 PM	87	NE Quadrant	314	Auto accident broke pole at Rt. 25. Isolated circuit & picked up from circuit 334 & 314.	96	8,352	Others	Vehicle
3	6/4/2016	3:36 PM	780	Rt. 25 800 - 1000 blocks.	314	Auto accident broke pole at Rt. 25. Pole was replaced after Nicor cleared scene from natural gas fire.	12	9,360	Others	Vehicle
4	6/6/2016	5:30 AM	42	1805 S. 7th Ave.; Union/Moore Ave.	311	Squirrel made contact on line side of transformer. 40k lateral was refused at 7th Ave.	26	1,092	Animal	Squirrel
5	6/6/2016	7:27 PM	41	D303, TriCom area.	813	Snake in IYC switchgear. Snake was removed, gear was checked & re-energized.	6	246	Animal	Snake
5	6/6/2016	7:27 PM	83	IYC & STP	813	Snake in IYC switchgear. Snake was removed, gear was checked & re-energized.	2	166	Animal	Snake
6	6/8/2016	4:56 PM	0	Eastside Quadrant	13156	Loss of ComEd feed 13156 instantons breaker operation. No action needed by City.	538	0	ComEd	L13156

City of St. Charles June 2016 Outages

DATE	TIME OFF	TIME ON (Min)	AREA AFFECTED	CIRCUIT No.	CAUSE/RESPONSE	NO. OF CUST.	OUTAGE MINUTES	MAJOR CATEGORY	SUB CATEGORY
6/8/2016	5:36 PM	54	Walnut St., 19th St. & Fairview Dr.	214	Blown arrestor blew lateral fuse. Area was isolated & line was re- fused.	81	4,374	Equipment	Arrester
6/11/2016	4:53 AM	80	718 Prairie St.	624	Failed cutout for underground transformer. Cutout was replaced & power was restored.	2	160	Equipment	Switch
					Total of Interrupted Minutes		181,351		<u> </u>
					Total SAIDI*	11.756			
					Total of ComEd Interrupted Minutes		0		
					Total SAIDI without ComEd	11.756			
					*System Average Interruption Duration Index (SAIDI)				
- - - -	6/8/2016	6/8/2016 5:36 PM	6/8/2016 5:36 PM 54	6/8/2016 5:36 PM 54 Walnut St., 19th St. & Fairview Dr.	6/8/2016 5:36 PM 54 Walnut St., 19th St. & Fairview Dr. 214	6/8/2016 5:36 PM 54 Walnut St., 19th St. & Fairview Dr. 214 Blown arrestor blew lateral fuse. Area was isolated & line was refused. Failed cutout for underground transformer. Cutout was replaced & power was restored. Total of Interrupted Minutes Total SAIDI* Total SAIDI without ComEd *System Average Interruption	6/8/2016 5:36 PM 54 Walnut St., 19th St. & Fairview Dr. 214 Blown arrestor blew lateral fuse. Area was isolated & line was refused. 6/11/2016 4:53 AM 80 718 Prairie St. 624 Failed cutout for underground transformer. Cutout was replaced & 2 power was restored. Total of Interrupted Minutes Total SAIDI* 11.756 Total SAIDI without ComEd 11.756 *System Average Interruption	6/8/2016 5:36 PM 54 Walnut St., 19th St. & Fairview Dr. 214 Blown arrestor blew lateral fuse. Area was isolated & line was refused. Failed cutout for underground transformer. Cutout was replaced & 2 160 power was restored. Total of Interrupted Minutes 111,756 Total of ComEd Interrupted Minutes 0 Total SAIDI without ComEd 111.756 *System Average Interruption	6/8/2016 5:36 PM 54 Walnut St., 19th St. & Fairview Dr. 214 Blown arrestor blew lateral fuse. Area was isolated & line was refused. Failed cutout for underground transformer. Cutout was replaced & 2 160 Equipment power was restored. Total of Interrupted Minutes 111.756 Total of ComEd Interrupted Minutes 0 Total SAIDI without ComEd 111.756 *System Average Interruption

		AGENDA ITEM EXECUTIVE SUMMARY							
		Title:	Active River Project Update –Information Only						
	CHARLES CE 1834	Presenter:	Chris Adesso						
Please	e check appr	opriate box:							
	Governmen	nt Operations		X	Gove	ernment Serv	vices - 07.25.1	6	
	Planning &	Development			City	Council			
Estimated Cost: \$0.00			Budg	eted:	YES	NO			
		ain how item will	be funded:						
Execu	itive Summa	ary:							
pertain Comn	ning to the Anittee. A me	Task Force wishes active River Project mber of the Task 1 gs to respond to a	ct/Concept. The Transfer of th	Γask Fo ilable a	rce off t each	ers the attacl of the Govern	hed information nment Service	on to the	
Attac	hments: (ple	ease list)							
	June 13, 2016 - Task Force Meeting Minutes June 27, 2016 – Task Force Meeting Minutes								
Recor	nmendation	/ Suggested Acti	on (briefly explai	(n):					
None	– For inform	nation only							
For o	fice use only	r: Agenda Iter	m Number: 3.b						

MINUTES ACTIVE RIVER TASK FORCE MEETING ST. CHARLES JOHN RABCHUK, CHAIRMAN JUNE 13, 2016

Members Present: Chair John Rabchuk, Chris Adesso, Chris Bong, Rick Brems, Jim Enck

Members Absent: Trish Beckjord, Holly Cabel, Monica Meyers, John Wessel

Others Present: Tom Anderson, Dorene Tieche, Ed Werneke, Tony Zehnder, Isabel Soderlind

Visitors Present:

1. Call to Order

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

John Rabchuk welcomed Dorene Tieche, 4th grade teacher at Munhall School, a river and environmental advocate who has been educating her students on the importance of the environment and the river.

2. Minutes Review and Approval

Motion to accept and place on file the minutes of the May 16, 2016 Active River Task Force meeting as revised.

Chris Adesso requested the minutes on page 2, Item #4C be revised as from, "Chris Adesso stated the concept vetting study will or will not be possible; the question is will it sustain the upper pool." to "Chris Adesso stated the concept vetting study will determine what will or will not be possible while maintaining the upper pool."

Motion by Chris Adesso, second by Rick Brems to accept and place the minutes on file as revised.

Voice vote: unanimous; Nays – None; Absent: Trish Beckjord, Holly Cabel, Monica Meyers, John Wessel

Motion carried at 8:07 a.m.

3. Task Force Updates

A. Update on St Charles Park District Related Active River Projects

Park District representatives were not present at the meeting. No comments.

B. Forest Preserve/Park District

None.

C. Grant Applications Update

i. Bob Leonard Walk Update

This River Corridor Project received a grant for \$12,500 from the Community Foundation. In addition, another \$10,000 was received from Tom Anderson for the kinetic sculpture. There is a total of \$22,500 towards this project with an additional \$20,000 from the River Corridor, which has been allocated.

At the moment, there is a total \$42,500 available for this project which incorporates both the landscape plan completed by Jim Enck, and approved by this Task Force, and the furnishings along the Bob Leonard Walk in front of the Brownstones. John Rabchuk is trying to set up a meeting with Peter Suhr to discuss the implementation process for the landscape and furnishings phase of this project. John included the landscape plans and a list of all the materials necessary for the project in an email to Peter. John Rabchuk believes there will be sufficient monies for the landscaping and furnishings for this project and the remainder of the allocations can be directed to the kinetic sculpture and other related costs for the sculptures.

ii. Charlemagne Island Sculpture Project

Additional contributions for the sculptures are yet to be defined by the Anderson family, but there may be additional grant monies coming forth from the Riverboat Grant submitted by the River Corridor Committee. John Rabchuk is still waiting to see if the committee will be receiving any funds.

John Rabchuk is also aware that the City has allocated some funds in this year's fiscal budget to conduct an engineering study on the structural integrity of Charlemagne Island. Chris Adesso mentioned that the City budgeted approximately \$35,000 to \$40,000 for this phase of the study, but he will need to confirm the figure.

John Rabchuk prefers kicking off both the landscaping/furnishings and the island engineering phases of this project at the same time, if at all possible.

Determining who is in charge of the project (City versus River Corridor), who will purchase the materials, and who will be doing what can be determined at the meeting with Peter Suhr. The agenda for the meeting can include: (1) creating a checklist, (2) developing an implementation plan and options to the plan can be developed depending on the outcome of the monies available and the final costs of the sculptures. Jim Enck recommended that John Wessel be included in this meeting and appointed as the project manager.

John Rabchuk will email to Holly Cabel to see if John Wessel can act as project manager.

Chris Adesso will set up a meeting with John Rabchuk, Jim Enck, John Wessel, Chris Bong and Peter Suhr to discuss this phase of the project. Chris recommended the Task Force consider the following in preparation for the meeting:

- i. Identify and the scope of the project in terms of to the site furnishings and landscape.
- ii. Identify that on the plan.
- iii. Have a cost breakdown on the materials and cost.
- iv. Notate all the information in writing to present to Peter.
- v. Complete and submit a permit to Building and Code Enforcement.

The process for the landscaping and site furnishing project will include:

- 1. Determining a contractor and securing a COI
- 2. Ordering the materials
- 3. Applying for the permit
- 4. Coordinating inspections and installations.

The island & sculpture phase of the project will include an engineering analysis and permitting which is a totally different project. This can be discussed further with Peter at this meeting; he may have some recommendations for this phase of the project.

The removal of the tree from the island has been discussed with the Honeyman family and they have agreed to the relocation of the tree. Relocating the tree will be a challenge to move, but an attempt will be made.

D. Engineering

John Rabchuk mentioned that the City met with Greg Chismark (WBK) regarding the feasibility study. Chris Bong and Chris Adesso met with Greg and reviewed a "draft" of the study and scope of work. Both, Mr. Adesso & Mr. Bong, agreed the scope is very comprehensive and will give the Council members enough information to determine if the concept of the project is viable. Greg will formalize the document and some modification to the summary; it will read similar to an engineering proposal or executive summary. The cost of the study is estimated at \$112,900.

John Rabchuk will be making a presentation at the Park District Board meeting tomorrow night, June 14. The presentation will be the same as the one made at the Government Services Committee (GSC) on May 23. He will include the comments made by City Council at the GSC meeting that evening (1) the Park District's financial contribution toward the project, and (2) the delegation trip down to Greenville South Carolina.

The purpose of the Greenville, South Carolina visit is to view the impact this urban renovation has made in this community. It will also be an opportunity to study the following: (1) who was the leading force behind this project; (2) how did they find the monies to fund this project; (3) how has the city benefited from the project; and (4) how did they encourage the community to endorse this project.

A meeting has been scheduled for June 29, with Mark Koenen, John Rabchuk and Holly Cabel to discuss the financial contributions being made by the park district and the delegation trip to Greenville, South Carolina in more detail.

Per Chris Adesso, the May meeting minutes stated the, "The Government Services Committee has approved funding for the feasibility study with respect to the Park District financial assistance." Chris Adesso stated that this information may not have been interpreted accurately. Chris Adesso reviewed a draft of the GSC meeting minutes (Item D2) and the motion made by Council was to: "Send the analysis to the staff and request their feedback on the scope of work while Mark and John, Park District and Forest Preserve discuss who will be paying for the what, when, where and why."

E. Meetings and Presentations

- i. High School Environmental Class Water Quality Testing: Dale Luecht of the River Corridor Foundation has contacted Dorene Tieche and they will be meeting this afternoon. Dale is a new member on the River Corridor Foundation board. He has 30 years' experience working and managing projects for the IEPA. He also knows all the members of the "Friends of the Fox". He is very interested and enthusiastic about this program. He has contacted Mrs. Tieche and the instructors of the Environmental Sciences programs at both high schools. He is now developing the curriculum and will have the entire program up and running by this fall. He will be giving a report on his progress at the River Corridor meeting this coming Wednesday.
- ii. Park District Presentation on June 14. (Already discussed. See above.)

F. Other Outreach Efforts

Private Fund Raising: No update this at this meeting. No status update available at this time; still awaiting City commitment.

V. Other and New Business:

Ed Werneke suggested the committee consider endorsing an independent community leader, an "independent voice" with no political representation and a recognizable name, to endorse and be a representative of this project. Rick Brems recommended coming up with a list of influential community leaders that they could contact and see if anyone would be interested advocating this effort to the public.

Dorene Tieche also recommended contacting businesses in the community that can advocate this project. Clarke Environmental and Aquascape were two companies mentioned in the discussion.

VI. Adjourn

The next meeting is scheduled for June 27 at 8:00 a.m. at the Baker Community Center.

Motion by Chris Adesso to adjourn the meeting, second by Jim Enck.

Voice vote: unanimous; Nays – None Absent: Trish Beckjord, Holly Cabel, Monica Meyers, John Wessel

-Motion carried at 9:08 a.m.

MINUTES ACTIVE RIVER TASK FORCE MEETING BAKER COMMUNITY CENTER, ST. CHARLES, ILLINOIS JOHN RABCHUK, CHAIRMAN JUNE 27, 2016

Members Present: Chris Adesso, Trish Beckjord, Chris Bong, Rick Brems, Holly Cabel, Jim

Enck, John Rabchuk, John Wessel

Members Absent: Monica Meyers

Others Present: Tony Zehnder, Candy Boulay

Visitors Present: none

Call to Order

The meeting was convened by John Rabchuk at 8:04 a.m.

Minutes Review and Approval

Motion to accept and place on file the minutes of the June 13, 2016 Active River Task Force meeting with two minor typographical changes suggested by Trish Beckjord. Motion by John Rabchuk, second by Jim Enck to accept and place the minutes on file.

Voice vote: unanimous; Nays – None; Absent: Monica Meyers

Motion carried at 8:04 a.m.

Communication and Marketing Update

Task Force Updates

Park District

The district hopes to have a concept plan for Boy Scout Island by the end of the summer.

A meeting will take place with the City Public Works Department on July 19, 2016 to discuss how to proceed with enhanced landscaping & furnishings for Bob Leonard Walk between Prairie and Indiana as well as to discuss process for potential approval of kinetic sculpture for Johansen's Island. Discussion will include permitting, council approval steps required and project management. At this meeting, determination will take place on who is doing what item. Chris Adesso stated items should be approved separately; funds from grants are matching; grants are listed on the County website and the Active River Project is listed. John Rabchuk stated the Anderson family will contribute funds for the purchase of sculptures.

Notification for KC Grand Victoria Riverboat Grant is not anticipated until fall 2016.

Engineering

Greg Chismark of WBK reviewed proposal for feasibility study with City Public Works and ED staff. Chris Adesso stated this is just a feasibility study, not for phase 1; package is being put together to show IDNR; study will show what regulatory agencies will want to know and is a baseline for design based on regulatory factors and safety factors. Trish Beckjord expressed concerns related to the future of the river. Chris stated that much of what happens to the river is what is happening in tributary areas. Rick Brems stated major groups look at these issues as part of their planning process.

The Government Services Committee has approved funding feasibility study, but with request for Park District financial assistance. Holly Cabel, Mark Koenen and John Rabchuk will meet on June 29, 2016 to discuss funding and potential delegation to Greenville, SC. John stated the presentation to the Park Board went well. Holly Cabel stated the Board is open to discussion on the project and will decide if a contingency will go to Greenville.

Kayak and Floating Garden Proposal for Chicago River

John Rabchuk stated there is a conceptual plan for a kayaking course on the north branch of the Chicago River.

Marketing

John Rabchuk asked if the City Council could endorse the project with a formal vote and stated: if the City Council formally endorsed the project then perhaps the Chamber of Commerce and other downtown businesses endorse the project. John stated he would speak with Mark Koenen. A funding request may go before the City Council after the meeting with Mark Koenen. Chris Adesso stated: each agenda item should be presented separately; wording should be "endorsement for concept". Trish Beckjord suggested a presentation be made to the Downtown St. Charles Partnership and may ask Matt O'Rourke to attend. Chris Adesso suggested a community group be organized to informally show support for the project. John Wessel suggested a petition be signed by businesses to show solidarity. Rick Zehnder suggested holding a community event which would be connected to the river; have sign in sheets available at the event. Rick Brems will update the visual posters. Holly Cabel asked for more paper copies of the revised Master Plan to reference. Rick Brems will check on this request.

Meetings and Presentations

Metro West Council – Fox River Valley subgroup meeting will be scheduled.

Dale Luecht of RCF is coordinating High School Environmental Class water quality testing efforts and working with D303 as well as Friends of the Fox.

A presentation will be scheduled with the Pottawatomie Garden Club.

Page 3 – Active River Task Force Meeting – June 27, 2016

Other Outreach Efforts

There is no status update available at this time, will wait for City commitment.

Other and New Business

None

Adjournment

The next meeting is scheduled for July 11, 2016 at 8:00 a.m. at Baker Community Center.

Motion by Trish Beckjord to adjourn the meeting, second by Rick Brems

Voice vote: unanimous; Nays – None; Absent: Monica Meyers - Motion carried at 9:19 a.m.

		AGENDA ITEM EXECUTIVE SUMMARY							
	Title:	Tree Commi	ssion l	Minut	es – Inforr	nation only			
ATT.	Presenter:	AJ Reineking							
ST. CHARLES									
		 							
Please check appro	*		37		. C	. 07.05.16			
	nt Operations		X			vices 07.25.16			
Planning &	Development			City	Council				
Public Hea	ring								
<u> </u>									
Estimated Cost:	N/A		Budg	eted:	YES	NO	X		
If NO, please expla	ain how item will	be funded:			<u>L</u>	l	L		
A duty of the Tree May 12, 2016 Tree	Commission is to				overnment S	Services Comm	ittee.		
Attachments: (ple									
* Tree Commissio	n Minutes – May	2016 meeting mi	nutes.						
Recommendation	/ Suggested Acti	on (briefly explai	in):						
For information or	ıly.								
For office use only	: Agenda Ite	m Number: 3.c							

MINUTES CITY OF ST. CHARLES TREE COMMISSION MEETING RALPH GRATHOFF, CHAIRMAN MAY 12, 2016

Members Present: Chair. Ralph Grathoff, Valerie Blaine, Kathy Brens, Jon Duerr, Raymond Hauser, Pam Otto,

Members Absent: Suzi Myers, Caroline Wilfong, Ron Ziegler

Others Present: Isabel Soderlind

Visitors Present:

1. Call to Order & Pledge of Allegiance

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

2. **Introductions of Visitors:** None

3. Minutes Review and Approval

Motion to accept and place on file the minutes of the April 14, 2016 Tree Commission meeting. Motion made by Comm. Brens second by Comm. Otto to accept and place the minutes on file.

Voice vote: unanimous; Nays - None; Absent: Suzi Myers, Caroline Wilfong, Ron Ziegler

- Motion carried at 7:09 p.m.

4. **Old Business**

A. Update on the Urban Forestry Management Plan

AJ Reineking emailed Comm. Blaine and Comm. Brens the Urban Forestry Management Plan on April 25, 2016. They are currently proofreading the document and will email it to Mr. Reineking when completed. The document will then be returned to Graf Tree Care to finalize the document which will include images, charts, etc.

The Tree Commissioners would like to view the finalized copy that will be presented to the Government Services Committee and were also interested on how the document will be distributed. Once it is approved by Council will the document be available to the public on the City's website for public or will the document be more of an internal document for Public Works Department to utilize?

B. Reorganization of the Tree Commission into a Natural Resources Commission

The Commissioners briefly discussed the reorganization of the Tree Commission into a Natural Resources Commission. Comm. Duerr mentioned the scope of the Tree Commission has been very defined all these years, but the scope of the NRC could be broad and extensive. He pointed out how the ecosystem is all interrelated and expansive. Overall, he is eager to see how the focus of this committee will come together and how this committee will determine it's focus.

Comm. Otto viewed the DuPage Symposium video. She observed how each of the Natural Environmental Commissions presenting at the symposium started with a single focus and then expanded to other environmental intiatives.

Commissioners agreed that the focus should begin with one environmental issue the City is facing and then expand. Comm. Duerr mentioned he would like to discuss this further with Chris Adesso and

Mark Koenen; a meeting with them might assist in to narrowing the focus for the Commission. Their assistance would be an asset in estabilishing the purpose and mission of this Commission. Comm. Otto recommended the mission of the NRC should be better defined.

NRC INITIATIVE IDEAS:

Fuel usage of City vehicle
Salt utilization
Trees
Bioswales
Rain Barrels
Refuse and recycling
Nightlight friendly lighting
Involvement in the Active River Project

Chair. Grathoff stated that he would write a mission statement and present it at the July meeting. This could be discussed with Mr. Adesso at the July meeting and the Committee could then focus on one initiative.

5. New Business

A. News and Concerns from Public Works:

i. Spring Planting Update:

All trees have been planted for the spring. According to the yearly summary of the Tree Report, approximately 3,500 trees were trimmed around town this past fiscal year.

Comm. Duerr complimented the City staff on their great trimming/pruing efforts this past year.

ii. Woods of Fox Glen Tree Damage

Comm. Brens requested an update to this situation from Mr. Reineking at the next meeting. She was anxious to find out how this situation was resolved and if the City had addressed the safety issues in this area, i.e., were the girdled trees taken down.

6. Committee Reports

A. Education Committee:

Kuddos was given to the Suzi Myers and the Education Committee for ordering "Why Would Anyone Cut a Tree Down?" It was a great gesture to distribute a book to each of the schools in honor of Arbor Day.

B. Publicity Committee: None

C. Langum Park Clean Up:

Comm. Otto mentioned she had nothing planned for Langum Park at this time. She has not been contacted by any volunteer groups recently. She also mentioned that most of the non-natives are gone and a decision needs to be made as to next steps on this project.

Kathy Brens mentioned that a group from her church might be interested in volunteering. They may be able to volunteer the first Sunday in August.

The Commission discussed meeting at Langum Park for the July meeting. Weather permitting the Commission could meet at 6:30 p.m., walk the grounds and determine the next steps for Langum Woods. The group could conduct the formal meeting at 7:00 p.m at the Public Works Facility. Isabel

Soderlind will move the meeting to 6:30 p.m. on the website and determine if the Public Works Facility could be utilized for the meeting.

D. Arbor Day:

Arbor Day went well this year. Mrs. Tieche and the 4th grade students from Munhall did a great job on the original play and song. Their participation in the Arbor Day festivities has definitely assisted in drawing a larger crowd to the event.

Andie Romano and the Cub Scout Pack 113 from Lincoln School also did a great job on presenting the colors. She mentioned the Cub Scout Pack would like to participate again next year.

The tent was set up very well this year and the side panels were tied down well so they were not flapping in the wind.

It was recommended that Chris Scott, in charge of the Interactive Tree Climbing activity, be recognized for his extra effort to accommodate all the children who wanted to experience the tree interactive activity. Mr. Scott was there until 5:45 p.m. making sure all the children that stood in line had their turn.

The Tree Planting event at Fox Ridge School went well. Approximately 75 children watched and participated in the event while the tree was being planted. Several children researched and wrote their ideas how to take care of trees. These were written on "seeded" paper and left at the base of the tree to help it grow.

In addition, Comm. Wilfong arranged for Comms. Duerr, Otto and Blaine to speak at several classes at Davis and Lincoln School in honor of Arbor day. According to the commissioners everything went well and they had a great time educating the children on trees.

7. Communications

Electric Division Tree Activity Reports

Motion to accept and place on file the Public Services and Electric Services Tree Activity Reports for April of 2016. Motion made by Comm. Otto second by Comm. Brens to accept and place on file the reports as presented.

Voice vote: unanimous; Nays – None; Absent: Suzi Myers, Caroline Wilfong, Ron Ziegler - Motion carried at 8:04 p.m.

8. Additional Items – Comments

A. Commissioners:

Comm. Duerr: The City staff is doing a great job trimming, great job.

Comm. Brens: The Museum is sponsoring a "Foodie Fest" on July 30, and on the 31st there will be a family event. Tickets for members are \$40; \$50 for non-members. The event will be held on the upper deck of the parking garage behind the Museum. Contact Comm. Brens if you, or someone you know, is interested in purchasing tickets. There will be three (3) \$1,000 raffle tickets given away. Raffle tickets are \$10 each and you do not have to be present to win.

Comm. Blaine: The Kane County Forest Preserve District Natural Resources Director called Valerie regarding a tree ordinance. The Village of Bannockburn had contacted the director indicating that they have a tree ordinance that bans the cutting of "any woody vegetation". Now, Bannockburn is having a a serious problem with buckthorn. It is getting very large and they are not allowed to cut it down. The intention of the ordinance was most likely was for a good cause,

but now the city is facing this issue. Valerie was never aware of such an ordinance and wondered if anyone else on the Commission was aware of one. Comm. Duerr mentioned that the City of Geneva has a similar ordinance even on private property.

B. City Staff:

Isabel Soderlind: None

11. Adjournment

Motion by Comm. Duerr to adjourn the meeting, second by Comm. Brens.

Voice vote: unanimous; Nays - None; Absent: Suzi Myers, Caroline Wilfong, Ron Ziegler

- Motion carried at 8:09 p.m.

/ims

		AGENDA ITEM EXECUTIVE SUMMARY						
	Title:	Presentation	of the	Sanit	ary Sev	ver Cap	pacity,	
Management, Operations and Maintenance (CMON						IOM)		
		Plan – Inforn		Only				
ST. CHARLES	Presenter:	: Timothy Wilson						
S I N C E 1 8 3 4								
Please check appropri	ate box:							
Government O	perations		X	Gove	ernment	Services	3 07.25.16	
Planning & De	velopment			City	Council			
Public Hearing								
				1				
Estimated Cost:	Estimated Cost:			Budgeted: YES NO				
If NO, please explain l	now item will b	oe funded:	•			•	•	
Executive Summary:								
In November of 2015 Capacity, Managemen EPA Permit special co EPA.	t, Operation an	nd Maintenance (CMOM	I) plan	. This w	as a resu	ılt of the w	astewater
The plan requires measurable activities the City will need to perform to maximize the efficiency and capacity of its sanitary sewer collection system, lift stations and wastewater treatment facilities. It also addresses sanitary sewer overflows, provides an assessment of the sewer collection system and identifies deficiencies in the system.								
Attachments: (please	list)							
* CMOM Plan Submitte	* CMOM Plan Submitted to IEPA							
Recommendation / St	uggested Actio	on (briefly explai	n) :					
None								

Agenda Item Number: 4.a

For office use only:

	AGENDA ITEM EXECUTIVE SUMMARY								
					et/Milb wer Issi		Westfield	l Park	
Presenter: Peter Suhr & Chris Adesso ST. CHARLES SINCE 1834 Presenter: Peter Suhr & Chris Adesso									
Please check approp			X						
Government	Operations	rations			Government Services 07.25.16				
Planning & 1	Planning & Development			City	Council				
Public Heari	ng								
Estimated Cost: N/A Budgeted: YES NO									
If NO, please explai	n how item will	be funded:							
Executive Summar	·y:								
At the June Government presentation to inform block of S. 10 th & 11 th Staff has prepared a program, while provide and 11 th Streets. Also basement sewer back	the Committee of Streets, also known resentation to suppling specific details included in the pup at 1231 S 10 th	n the issues surrour own as the Milburn plement the inform ls and responses to resentation will be	nding the & West ation proquestion	e sanita field Pa esented ns abou	ary sewer ark Subdi I this even at the area	collections. visions. ning by Far of the 1	on system in EEI for the C 200 block o	the 1200 CMOM of S 10 th	
Attachments: (plea	use list)								
Location Maps									
Recommendation /	Suggested Acti	on (briefly explai	(n):						
None									

Agenda Item Number: 4.b

For office use only:

AGENDA ITEM EXECUTIVE SUMMARY Title: Recommendation to Approve Agreement with WBK, LLC for Professional Engineering and Surveying Services for the Active River (River Park) Concept Feasibility Study SINCE 1834 Chris Adesso Presenter: Please check appropriate box: **Government Operations** Government Services – 07.25.16 Planning & Development City Council **Public Hearing Estimated Cost:** \$113,000 Budgeted: YES NO X If NO, please explain how item will be funded: Budget Transfer from projects that are under budget in the General Fund. **Executive Summary:** Pursuant to the presentation by the Active River Task Force at the June Government Services Committee Meeting, and in response to the motion from the Committee to review the River Park Concept Feasibility Study prepared by WBK, LLC., staff is prepared to answer questions from the Committee about the limitations of the scope of services of the study and provide feedback on specific tasks the study will complete. In addition, as requested staff has met with Park District and River Corridor Foundation representatives and discussed a cost share to fund the \$113,000 study. The following table illustrates the cost share proposed, although a final Park District Board vote is pending, the group is open to a contribution in the range of \$30,000 to \$40,000. City Costs Share Park District Cost Share River Corridor Foundation Total Cost Share \$68,000 - \$78,000 \$30,000 - \$40,000 \$5,000 \$113,000 An Intergovernmental Agreement (IGA) will be established with the Park District and River Corridor Foundation to solidify the relationship between all parties involved and will be presented to the Committee in the following months. **Attachments:** (please list) * WBK, LLC Proposal **Recommendation / Suggested Action (briefly explain):** Recommendation to Approve Agreement with WBK, LLC for Professional Engineering and Surveying Services for the Active River (River Park) Concept Feasibility Study in the Amount of \$113,000.

Agenda Item Number: 4.c

For office use only:



PROJECT PROPOSAL

River Park Concept Feasibility Study | Fox River – St. Charles, IL

July 13, 2016

Mr. Peter Suhr Director of Public Works City of St. Charles Two East Main Street St. Charles, IL 60174

Subject: Proposal for Professional Engineering Services

River Park Concept Feasibility, Fox River - St. Charles, IL

Dear Mr. Suhr:

WBK Engineering, LLC (WBK) is pleased to provide this proposal to the City of St. Charles (Client) for professional engineering services to facilitate concept development and initial feasibility of the River Park project on the Fox River in Downtown St. Charles. WBK looks forward to the opportunity to assist the City of St. Charles as we believe this project has the ability to be transformative for the community and economic vitality of the downtown. Included below is our understanding of the assignment, scope of services, project assumptions, and estimate of fee.

UNDERSTANDING OF THE ASSIGNMENT

The City of St. Charles is interested in determining the feasibility of water based river features or "park" on the Fox River from IL 64 to Pottawatomie Park. The "park" would include a paddle course that would seek to improve safety, improve fish passage and would become a destination for recreation while preserving existing recreational uses on the Fox River including rowing and boating.

Prior to a significant expenditure on the project the City would like to explore the feasibility of concepts by determining alterative geometries, maintenance and operational issues as well as identifying the regulatory approval process.

The concept presented in the Fox River Corridor Master Plan includes a new dam structure located near the UPRR trestle crossing the Fox River and modifications to the existing St. Charles dam structure. In accordance with IDNR-OWR procedures, approval of the design concept should be procured prior to initiation of a detailed design study for the project. The first step is to identify the feasibility of a design concept to achieve the goals determined by the City. The limits of the study area the Union Pacific Rail trestle crossing the Fox River to the north and Main Street (IL 64) bridge crossing the Fox River to the south.

SCOPE OF SERVICES

DATA COLLECTION – This task consists of gathering the data required to complete the scope noted herein and engagement of resource agencies to procure the same.

1. Field Visit / Photo Documentation – Existing conditions of the project area will be documented to establish a baseline existing condition for the study. Documentation includes a field walk and written observation of conditions along with photo documentation of conditions such as structures, walls, landscaping and any other element considered to be potentially significant in defining an alternative for consideration.

- 2. Topographic mapping (2 foot contours) The current Kane County 2 foot topographic contours will be procured to create base conditions outside ground survey limits. This data will assist to verify drainage sub areas and the relationship between existing roads and buildings and the proposed conditions.
- 3. Parcel Data, City Utility Information, Ownership of land and infrastructure (City GIS) Parcel data will be procured from Kane County and the City of St. Charles to establish ownership of parcels adjacent to the project. Utility information will also be procured to identify sanitary sewer, electric or water supply infrastructure that will impact alternative development and selection.
- 4. Bathymetric Survey (USACE) The USACE has performed a bathymetric survey of the Fox River from Algonquin to Montgomery and including the reach in which this project is considered. It is assumed the USACE bathymetric survey data will be made available to the City and there is no cost to the City for procurement. It is also assumed the data is readily "readable and useable" with ESRI GIS software and significant conversion to make the data useable for the project is not necessary. The USACE bathymetric information will be used to establish river channel cross sections below water surface elevation.

FIELD SURVEY & BASE MAP

- 1. Cross sections & Ground Topography Ground survey will be performed within 100 feet of the east and west banks of the river within the project limits. Data will be gathered utilizing GPS and total station robotic survey equipment. Horizontal data will be captured in state plane coordinate and vertical datum will be consistent with FEMA benchmarks and datum requirements. Horizontal control will be set for use in future studies to tie in additional survey data. Existing utilities, wall, structures, trees and significant elements will be surveyed and documented. Topographic survey will be utilized to develop cross section for hydraulic modelling and to understand horizontal and vertical relationships of alternatives.
- 2. Wetland delineation wetlands will be delineated along the Fox River within the project limits. Wetland limits will be surveyed and incorporated into the project base map.
- 3. Existing Conditions Base Map All field data will be downloaded and a base map created depicting ground survey and bathymetric survey in one document. All parcel data, utility information and two foot contours will also be incorporated. The base map will be checked through a field review and will be presented to the City for review and comment prior to being finalized.

HYDRAULICS

- 1. Procure FEMA regulatory hydraulic models WBK will procure the regulatory HEC2 hydraulic model for the Fox River within the project limits. The model will be converted into HEC RAS for further refinements and alternatives analysis.
- 2. Existing Conditions Hydraulic Analysis update existing model with current field data The existing regulatory model will be reviewed, revised and updated to include additional cross sections as appropriate to establish a current and accurate existing conditions model. The baseline condition will be utilized to evaluate alternatives. Updated flood profiles will be established based on the updated model. A detailed regulatory review and verification of this model is not included in this task as initial coordination with regulatory agencies is considered in the Alternatives Analysis portion of this scope.

ALTERNATIVES ANALYSIS

1. Purpose, location and configuration – The development of alternatives is an iterative process. The initial selection of alternatives will begin with a review of the base map and existing conditions and the goals for the project. The logical location and number of hydraulic "steps" to maintain the pool north of the UPRR crossing and to match the existing conditions at the IL 64 Bridge will be determined. Initial geometry will be developed through a series of discussions between S2O and WBK. An intense week long internal vetting of alternatives will result in an evolution of the alternatives most likely feasible and most likely permittable. These alternatives will be presented to City staff for review. Alternative geometry and locations will be prioritized for further analysis with selection of an initial preferred alternative. Project constraints will be identified and alternatives will be eliminated or revised to comply with goals and constraints.

2. Alternative development

- a. Hydraulic Evaluation the initial preferred alternative will be evaluated with HEC-RAS to determine flood impacts, recreational impacts / opportunities, safety impacts and fish passage benefits. Based on the initial hydraulic analysis a second hydraulic analysis may be performed refining the initial preferred alternative or evaluating the next prioritized alternative.
- b. Alternative Refinement The initial preferred alternative will be evaluated from various perspectives including structural, environmental (fish, sediment, water quality), constructability, recreational, land use, land rights, and safety. These evaluations will be high level based on the information available and within the scope of this effort. These evaluations are not exhaustive or final but intended to guide the process to a preferred alternative and to identify the challenges moving forward.
 - i. Concept Plans / exhibits A concept plan for the preferred alternatives will be developed. The plan will utilize the topographic and bathymetric survey gathered in prior tasks and the existing conditions base map. The plan will define the hydraulic controls with preliminary geometry so the City can begin to quantify costs, impacts, land rights, etc. The plans will generally include these elements as either separate sheets or combined on a single sheet / exhibit.
 - 1. Geometric plans sheets
 - 2. River profile
 - 3. Cross sections
 - 4. Details
 - 5. Adjacent Land Use Opportunities
- c. Regulatory Compliance the permitting feasibility of the preferred alternative relies on input from resource agencies (IDNR, USACE, USFWS). Since the response will be commensurate with the level of detail and project understanding we can offer, we have prioritized our effort to include only IDNR at this time. We believe their input to be most critical and would solicit their input and support as an initial step. Early coordination with other regulatory agencies is necessary but not included in the scope at this time.
 - i. Environmental Concerns Environmental concerns will be identified such as fish passage, sediment management. Specific solutions are outside the scope of this report however, generic and previously successful solutions will be identified and determined if generally feasible and compatible with the initial preferred alternative.
 - ii. Permit Requirements All permits will be identified based on the initial preferred alternative including permitting agency, application process, public involvement, necessary level of documentation for submittal and estimated timeline for review and response. Permits anticipated include, Dam Permit, USACE and City of St. Charles Stormwater Permit. Water Quality Certification may be required for the project however, until the project can be defined more clearly, it is out of the scope of this phase to coordinate and determine this requirement with the IEPA.
- d. Concept Level Costs We will develop initial concept level project costs from the concept plans created for the initial preferred alternative noted in the previous task. Concept level costs will be developed to include:
 - i. Phase 1 Engineering
 - ii. Phase 2 Engineering
 - iii. Construction
 - iv. Operation and Maintenance

These costs will be based on the plans and project understanding developed in the prior task. We will also utilize our experience on other projects, consult the City for input, and compare to other similar facilities.

- e. Schedule Based on the preferred alternative and regulatory input we will develop a preliminary project timeline and spread the expenditures identified in the concept level cost estimate across budget years. We will also identify primary action items, milestones and stakeholder engagement.
- 3. Funding Alternatives (grants, etc.) We will research available grants and determine feasibility of other funding mechanisms based on the preferred alternative, program availability and current status of the same. A table identifying source, funding limits, match requirements, program goals and capability with preferred alternative will be developed.

SUMMARY

Executive Summary – The preferred alternative will be summarized in a two page executive summary. Tables and graphics from prior tasks will be collated so the project can be understood and digested by elected officials, the public, regulatory agencies and funding opportunities. No additional exhibits are included with this task.

MEETINGS AND COORDINATION

WBK and S2O will coordinate and facilitate several meetings to accomplish project objectives. Meetings include:

- Project initiation (kickoff) meetings
- Regulatory Coordination Meetings (3 meetings)
- City coordination meetings (2 meetings)
- Active River Coordination (1 meeting)
- Report review with City and Active River (1 meeting)

PROJECT ASSUMPTIONS

In preparing this proposal, we have attempted to provide you with a scope of services to accomplish the goals of the project. In doing so, we have made some assumptions which will need to be verified during the engineering process. Any findings which are not consistent with our assumptions may increase the engineering budget for this project. We will thoroughly discuss any such findings with you and negotiate any budget revisions prior to proceeding. Our assumptions are as follows:

- The site was never used for storage of hazardous materials, and therefore the cost of an environmental assessment, mitigation, clean-up and permitting services are not included.
- Geotechnical borings and analysis is not included in this proposal. If it is determined that a study will be necessary we will assist you in soliciting a proposal for this work.
- USACE bathymetric survey data is available for use and incorporation into and existing conditions exhibit.

ESTIMATE OF FEES

Due to the nature of the tasks listed in the above Scope of Basic Services, we have provided time and material budgets. The actual amount invoiced will be based on the level of effort required to accomplish the task, but we will not exceed the budget without your prior approval. Our estimated fees are based on the entire Scope of Basic Services being awarded to us. In general, individual tasks cannot be broken out and awarded separately.

Task #	Task Name	Fee
Task 1	Data Collection	\$9,200
Task 2	Field Survey and Base Map	\$22,100
Task 3	Hydraulics	\$7,700
Task 4	Alternatives Analysis	\$59,800
Task 5	Summary Report	\$3,200
Task 6	Meetings and Coordination	\$6,500
	TOTAL	\$108,500
	Reimbursable Costs (Including Travel for S2O)	\$4,500

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

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

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

Sincerely,
Greg Chismark
Municipal Practice Principal

Encl: 2016 Schedule of Charges

General Terms and Conditions for the City of St. Charles

THIS PROPOSAL, SCHEDULE OF CHARGES, AND GENERAL TERMS & CONDITIONS ACCEPTED FOR CITY OF ST. CHARLES:

BY:	 	 	
TITLE:	 	 	
DATE:			

WBK ENGINEERING, LLC 2016 Standard Charges for Professional Services

Classification	Hourly I	Rate
Principal	\$	210
Engineer VI	\$	185
Engineer V	\$	165
Engineer IV	\$	140
Engineer III	\$	117
Engineer II	\$	98
Engineer I	\$	84
Engineering Technician IV	\$	138
Engineering Technician III	\$	116
Engineering Technician II	\$	97
Engineering Technician I	\$	81
Senior Structural Engineer	\$	170
Senior Scientist	\$	170
Environmental Resource Specialist IV	\$	123
Environmental Resource Specialist III	\$	94
Environmental Resource Specialist II	\$	85
Environmental Resource Specialist I	\$	78
Urban Planner V	\$	180
Urban Planner IV	\$	144
Urban Planner III	\$	120
Urban Planner II	\$	98
Urban Planner I	\$	80
Landscape Architect	\$	94
Professional Land Surveyor	\$	130
Engineering Intern	\$	45
Office Professional	\$	62
Direct Costs: Copies & Prints, Messenger & Delivery Services, Mileage, etc.	Cost +	10%

Charges include overhead and profit.

WBK Engineering, LLC reserves the right to increase rates and costs by 5% annually.

WBK ENGINEERING, LLC GENERAL TERMS AND CONDITIONS MODIFIED FOR CITY OF ST. CHARLES February 17, 2016

1. Relationship Between Engineer and Client: WILLS BURKE KELSEY ASSOCIATES, LTD. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

- 3. <u>Changes</u>: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
- 4. <u>Suspension of Services</u>: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall

immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

- 5. <u>Termination</u>: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
- 6. <u>Documents Delivered to Client</u>: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

- 8. <u>Standard of Practice</u>: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
- 9. <u>Compliance with Laws</u>: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement. With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against

Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. <u>Affirmative Action</u>: The Engineer is committed to the principles of equal employment opportunity. Moreover, as a government contractor bound by Executive Order 11246, Engineer takes its affirmative action obligations very seriously. Engineer states as its Policy of Affirmative Action the following:

It will be the policy of the Engineer to recruit, hire, train and promote persons in all job titles without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

All employment decisions shall be consistent with the principle of equal employment opportunity, and only job-related qualifications will be required.

All personnel actions, such as compensation, benefits, transfers, tuition assistance, social and recreational programs, etc. will be administered without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

11. <u>Indemnification</u>: Engineer shall indemnify and hold harmless Client up to the amount of Engineer's insurance coverage from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer up to amount of Clients insurance coverage, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether

based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

- Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
- 13. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

14. <u>Successors and Assigns</u>: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

- 15. <u>Waiver of Contract Breach</u>: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
- 16. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
- 17. <u>Amendment</u>: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
- 18. <u>Severability of Invalid Provisions</u>: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
- 19. <u>Force Majeure</u>: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
- 20. <u>Subcontracts</u>: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
- 21. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.
- 22. <u>Designation of Authorized Representative</u>: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
- 23. <u>Notices</u>: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof

shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

- 24. <u>Limit of Liability</u>: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the limits of Engineer's insurance coverage as applicable. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- 25. <u>Client's Responsibilities</u>: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

- 26. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
- 27. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs: In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the

Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services: If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

28. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

29. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall

have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

30. <u>Insurance and Indemnification</u>: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents

- and persons or entities awarded separate contracts administered under the Client's own forces.
- 31. <u>Hazardous Materials/Pollutants</u>: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

Concept Feasibilty Study River Park Concept Feasibility Study

Fox River

Local Agency City of St. Charles

Project 14-0262

Date: 4/3/2016

Cost Estimate of Consultant's Services in Dollars

Engine Engine S20 S 2 Field Survey & Base Map Engine Senior ERS I	neering Technician III neering Technician III or Scientist III Shipley Engineer	12.0 12.0 14.0 18.0 8.0 2.0 60.0 108.0 0.0 12.0 10.0	\$185.00 \$117.00 \$116.00 \$220.00 \$185.00 \$165.00 \$116.00 \$97.00 \$170.00 \$94.00 \$220.00 \$150.00	\$2,220.00 \$1,404.00 \$1,624.00 \$3,960.00 \$1,480.00 \$330.00 \$6,960.00 \$10,476.00 \$0.00 \$1,128.00 \$220.00	\$ - \$ -	\$1,200.00 \$1,200.00 \$0.00	\$1,200.00 \$2,220.00 \$1,404.00 \$1,624.00 \$3,960.00 \$0.00 \$1,480.00 \$330.00 \$10,476.00 \$0.00 \$1,128.00	Task: 1 Task: 2
Engine	neer III neering Technician III Shipley neer VI neer III neering Technician III por Scientist III Shipley Engineer	12.0 14.0 18.0 8.0 2.0 60.0 108.0 0.0 12.0	\$117.00 \$116.00 \$220.00 \$185.00 \$165.00 \$116.00 \$97.00 \$170.00 \$94.00 \$220.00	\$1,404.00 \$1,624.00 \$3,960.00 \$1,480.00 \$330.00 \$6,960.00 \$10,476.00 \$0.00 \$1,128.00	\$ -		\$2,220.00 \$1,404.00 \$1,624.00 \$3,960.00 \$0.00 \$1,480.00 \$330.00 \$6,960.00 \$10,476.00 \$0.00 \$1,128.00	
Engine	neer III neering Technician III Shipley neer VI neer III neering Technician III por Scientist III Shipley Engineer	12.0 14.0 18.0 8.0 2.0 60.0 108.0 0.0 12.0	\$117.00 \$116.00 \$220.00 \$185.00 \$165.00 \$116.00 \$97.00 \$170.00 \$94.00 \$220.00	\$1,404.00 \$1,624.00 \$3,960.00 \$1,480.00 \$330.00 \$6,960.00 \$10,476.00 \$0.00 \$1,128.00	\$ -	\$0.00	\$1,404.00 \$1,624.00 \$3,960.00 \$0.00 \$1,480.00 \$330.00 \$6,960.00 \$10,476.00 \$0.00 \$1,128.00	Task: 2
Engine	neering Technician III Shipley neer VI neer V neering Technician III neering Technician III neering Technician II por Scientist III Shipley Engineer	14.0 18.0 8.0 2.0 60.0 108.0 0.0 12.0	\$116.00 \$220.00 \$185.00 \$165.00 \$116.00 \$97.00 \$170.00 \$94.00 \$220.00	\$1,624.00 \$3,960.00 \$1,480.00 \$330.00 \$6,960.00 \$10,476.00 \$0.00 \$1,128.00	\$ -	\$0.00	\$1,624.00 \$3,960.00 \$0.00 \$1,480.00 \$330.00 \$6,960.00 \$10,476.00 \$0.00 \$1,128.00	Task: 2
S20	Shipley neer VI neer V neering Technician III neering Technician II or Scientist III Shipley Engineer	8.0 2.0 60.0 108.0 0.0 12.0 1.0	\$220.00 \$185.00 \$165.00 \$116.00 \$97.00 \$170.00 \$94.00 \$220.00	\$3,960.00 \$1,480.00 \$330.00 \$6,960.00 \$10,476.00 \$0.00 \$1,128.00 \$220.00	\$ -	\$0.00	\$3,960.00 \$0.00 \$1,480.00 \$330.00 \$6,960.00 \$10,476.00 \$0.00 \$1,128.00	Task: 2
2 Field Survey & Base Map Engine Engine Engine Engine Engine Engine Engine Engine Engine Senior ERS I	neer VI neer V neering Technician III neering Technician II or Scientist III Shipley Engineer	8.0 2.0 60.0 108.0 0.0 12.0	\$165.00 \$116.00 \$97.00 \$170.00 \$94.00 \$220.00	\$1,480.00 \$330.00 \$6,960.00 \$10,476.00 \$0.00 \$1,128.00 \$220.00	\$ -	\$0.00	\$0.00 \$1,480.00 \$330.00 \$6,960.00 \$10,476.00 \$0.00 \$1,128.00	Task: 2
Engine	neer V neering Technician III neering Technician III or Scientist III Shipley Engineer	2.0 60.0 108.0 0.0 12.0	\$165.00 \$116.00 \$97.00 \$170.00 \$94.00 \$220.00	\$330.00 \$6,960.00 \$10,476.00 \$0.00 \$1,128.00 \$220.00			\$330.00 \$6,960.00 \$10,476.00 \$0.00 \$1,128.00	
Engine Engine Engine Senior ERS I S2O S	neering Technician III neering Technician III or Scientist III Shipley Engineer	60.0 108.0 0.0 12.0 1.0	\$116.00 \$97.00 \$170.00 \$94.00 \$220.00	\$6,960.00 \$10,476.00 \$0.00 \$1,128.00 \$220.00			\$6,960.00 \$10,476.00 \$0.00 \$1,128.00	
Engine Senior ERS I S20 S S20 E	neering Technician II or Scientist III Shipley Engineer	108.0 0.0 12.0 1.0	\$97.00 \$170.00 \$94.00 \$220.00	\$10,476.00 \$0.00 \$1,128.00 \$220.00			\$10,476.00 \$0.00 \$1,128.00	
Senior ERS	or Scientist III Shipley Engineer	0.0 12.0 1.0	\$170.00 \$94.00 \$220.00	\$0.00 \$1,128.00 \$220.00			\$0.00 \$1,128.00	
ERS S20 S S20 E	III Shipley Engineer	12.0 1.0	\$94.00 \$220.00	\$1,128.00 \$220.00			\$1,128.00	
\$20 S \$20 E	Shipley Engineer	1.0	\$220.00	\$220.00				
S2O E	Engineer neer V						\$000.0C	
	neer V	10.0	\$150.00	£4 E00 00			\$220.00	
	neer V			\$1,500.00			\$1,500.00	
					\$ -	\$0.00	\$0.00	Task: 3
Engine		9.0	\$165.00	\$1,485.00			\$1,485.00	
Engine	neer IV	37.0	\$140.00	\$5,180.00			\$5,180.00	
\$20 \$	Shipley	2.0	\$220.00	\$440.00			\$440.00	
S20 E	Engineer	4.0	\$150.00	\$600.00			\$600.00	
4 Alternatives Analysis					\$ -	\$ 1,200.00	\$1,200.00	Task: 4
Engine	neer VI	63.0	\$185.00	\$11,655.00			\$11,655.00	
Engine	neer V	32.0	\$165.00	\$5,280.00			\$5,280.00	
Engine	neer IV	26.0	\$140.00	\$3,640.00			\$3,640.00	
Engine	neering Technician III	64.0	\$116.00	\$7,424.00			\$7,424.00	
Senior	or Scientist	20.0	\$170.00	\$3,400.00			\$3,400.00	
ERS I	III	6.0	\$94.00	\$564.00			\$564.00	
\$20 \$	Shipley	36.0	\$220.00	\$7,920.00			\$7,920.00	
S20 E	Engineer	133.0	\$150.00	\$19,950.00			\$19,950.00	
5 Report and Summary					\$ -	\$835.92	\$835.92	Task: 5
Engine	neer VI	6.0	\$185.00	\$1,110.00			\$1,110.00	
Engine	neer V	0.0	\$165.00	\$0.00			\$0.00	
Engine	neer IV	4.0	\$140.00	\$560.00			\$560.00	
Engine	neering Technician III	0.0	\$116.00	\$0.00			\$0.00	
Senior	or Scientist	0.0	\$170.00	\$0.00			\$0.00	
S2O S	Shipley	3.0	\$220.00	\$660.00			\$660.00	
	Engineer	6.0	\$150.00	\$900.00			\$900.00	
6 Meetings and Coordination					\$ -	\$1,200.00	\$1,200.00	Task: 6
Engine	neer VI	13.0	\$185.00	\$2,405.00			\$2,405.00	
Engine		8.0	\$165.00	\$1,320.00			\$1,320.00	
	Shipley	9.0	\$220.00	\$1,980.00			\$1,980.00	
S20 E	Engineer	5.0	\$150.00	\$750.00			\$750.00	
Totals	<u></u>	743.0		\$ 108,525.00	\$ -	\$ 4,435.92	\$ 112,960.92	

TOTAL COST BY TASK \$10,408.00 \$9,208.00

\$22,094.00 \$22,094.00

\$7,705.00

\$61,033.00 \$59,833.00

\$4,065.92 \$3,230.00

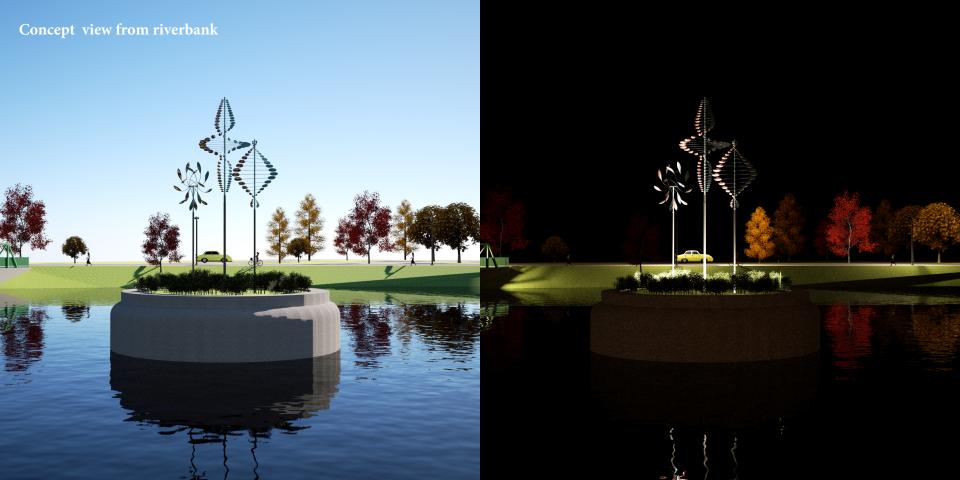
\$7,655.00 \$6,455.00

		AGENDA ITEM EXECUTIVE SUMMARY							
		Title:	Recommend Project on B			-		_	
ST. CHARLE		Presenter:	Chris Adesso						
Please check a	ppropri	iate box:							
Govern	X	Gov	ernment	Services	s - 07.25.1	16			
Plannin	Planning & Development					Council			
Public 1	Hearing	,							
Estimated Cost: \$10,000 Budgeted: YES X NO									
If NO, please explain how item will be funded:									
Executive Summary:									
The River Corridor Foundation in partnership with the Active River Task Force is requesting to install three kinetic sculptures that will be donated by the Anderson Family, on the City owned Right of Way at the east dead end of State Street, adjacent to the river, between the Carroll Towers parking lot and the City owned Parking Lot just to the north. There are a few details to be vetted through but the Active River Task Force and the River Corridor Foundation would like to request approval of the concept and funds expenditure to investigate this new site in lieu of the originally planned location on "Johansen's Island". Staff will present information on the financing behind the project, including the reallocation of the dollars budgeted in the FY 16/17 budget for the kinetic sculpture project.									
Attachments:	(piease	ust)							
* Location Maj	p * Scu	lpture Exampl	e						
Recommendat	tion / S	uggested Acti	ion (briefly explai	in):					
Recommendation to Approve the Kinetic Sculpture Project on Behalf of the River Corridor Foundation									

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MARK KOENEN City Administrator

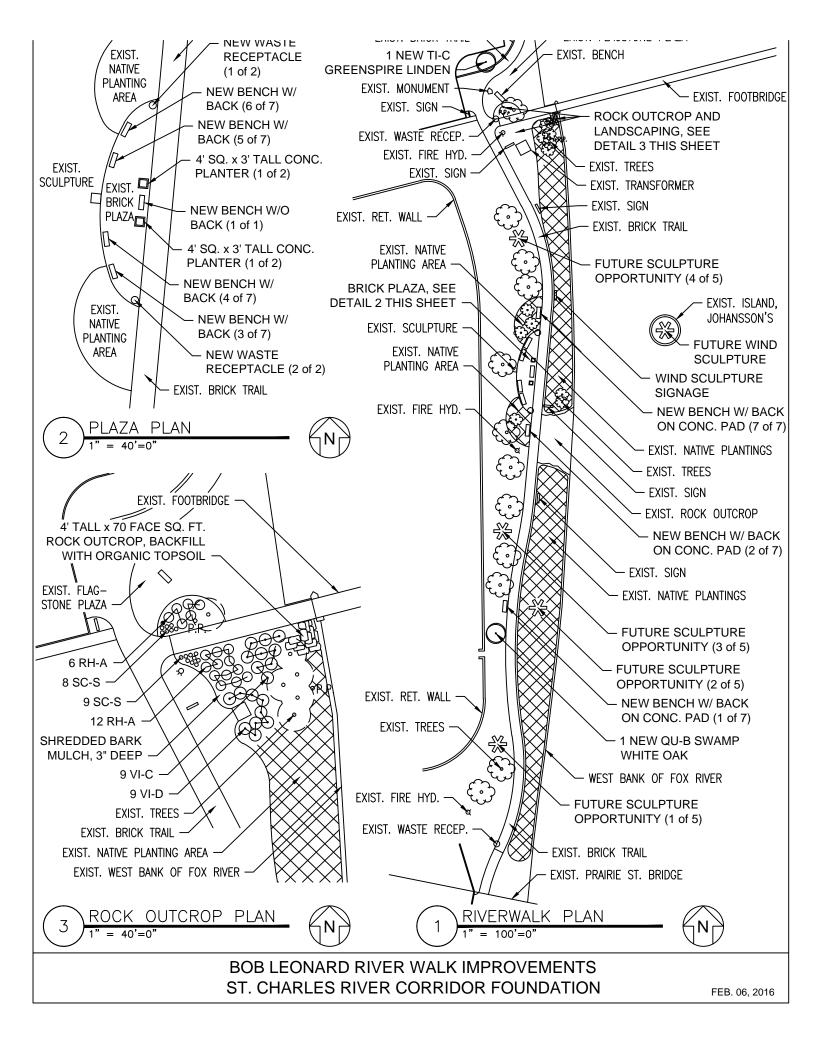




	AGENDA ITEM EXECUTIVE SUMMARY							
	Title:	Recommend	ation t	o Apr	rove tl	he Bob	Leonard	Walk
		Site Improve						
TIT		Corridor Fou		•				
ST. CHARLES	Presenter:	Chris Adesso						
S I N C E 1 8 3 4								
Please check appropr	iate box:							
Government C	X	Gove	ernment	Services	s - 07.25.1	6		
Planning & De	& Development			City	Council			
Public Hearing	g							
Estimated Cost: \$0)		Budg	eted.	YES		NO	
			Duug	cicu.	ILS		110	
If NO, please explain how item will be funded:								
Executive Summary:								
complete the Bob Leonard Walk Site Improvement Project on Phase II of the Bob Leonard Walk, between Indiana Street and Prairie Street. The project consists of installing new bench seating along the walk and in the gathering area near the "If I Could But Fly" sculpture, together with new trash receptacles. Landscaping additions and improvements consist of more perennials and trees consistent with the design that is present on the site today. Also, future public art locations are identified on the site plan, although at this time no installation of new art work is planned. The financing behind this project is being provided through grants from the Community Foundation and Kane County River Boat with matching funds provided by the River Corridor Foundation of St. Charles.								
Attachments: (please	e list)							
* Location Map/Site Plan								
Recommendation / S	Suggested Acti	on (briefly explai	(n):					
Recommendation / Suggested Action (briefly explain): Recommendation to Approve the Bob Leonard Walk Site Improvement Project on Behalf of the River Corridor Foundation								

Agenda Item Number: 4.e

For office use only:



AGENDA ITEM EXECUTIVE SUMMARY Title: Recommendation to Award Contract for Design Engineering Services for Digested Sludge Storage and Digesters Rehabilitation Project Timothy Wilson Presenter: SINCE 1834 Please check appropriate box: Government Services 07.25.16 **Government Operations Estimated Cost:** \$ 480,000 Budgeted: YES X NO Budgeted Project Amount/Engineers Estimate: \$492,000 If NO, please explain how item will be funded: **Executive Summary:** The digested sludge tanks and digesters are located at the main waste water treatment plant and are key components of the bio-solids process. Both components are in need of significant repairs and therefore have been included in this year's budget for design phase engineering. The digested sludge storage tank was constructed in 1951 as a clarifier but was repurposed in 1973 for sludge holding. Additional storage is needed to meet expected increase sludge loading from phosphorus removal and to increase plant flexibility. The digesters were constructed in 1991. Much of the equipment associated with the digesters has reached the end of their useful life. In order to maintain safe operations and to continue to meet EPA bio-solids regulations, the digester rehabilitation project is needed. In May staff sent out Request for Qualifications (RFQ) for design phase engineering services to six engineering firms. Out of the six firms, three declined due to the complexity of the project. The City received a total of three RFQ submittals. A committee of five staff members reviewed the submittals independently based on five competencies. These competencies had numeric values used to calculate scores for the firms. In addition to evaluating the proposals on these competencies, staff met to discuss general topics such as each firm's strengths and weaknesses, advantages, disadvantages, staff's comfort level with the firms and scheduling of project. As a result of the evaluation staff recommends awarding a contract to Trotter and Associates. At this time staff recommends awarding the design engineering phase of the project at the negotiated fee of \$480,000. The budget amount is \$492,000. Staff has determined that the proposed fee of 5.6% of the construction cost to be fair and reasonable based on several factors. For example, in comparison to IEPA interest loan project data from the past several years the average design fee is 6.9%. For our project, the difference is approximately a \$40,000 savings. The Trotter standard agreement has been reviewed by legal counsel and found to be acceptable. Staff will seek committee approval of construction engineering services at a later date, recognizing that phase of the project is budgeted in fiscal year FY17/18. **Attachments:** (please list)

Recommendation / Suggested Action (briefly explain):

Recommendation to award contract to Trotter & Associates for Design Engineering services for Digested Sludge Storage and Digester Rehabilitation Projects in the amount of \$480,000.

None

For office use only: Agenda Item Number: 4.f

AGENDA ITEM EXECUTIVE SUMMARY Title: Recommendation to Award Bid for Sanitary Sewer and Storm Sewer Lining Program Timothy Wilson Presenter: SINCE 1834 Please check appropriate box: **Government Operations** Government Services 07.25.16 Planning & Development City Council Estimated Cost: \$402,051 Budgeted:\$400,000 X NO YES If NO, please explain how item will be funded: **Executive Summary:** A key part of the City's EPA CMOM plan is to control inflow and infiltration. The sanitary sewer lining program is an ongoing program to decrease the amount of inflow and infiltration. This program also repairs points of service within the sanitary system. The storm sewer lining program is to maintain the structural integrity and ensure maximum flow of the storm water system. For bidding this year, the City teamed up with the Cities of Geneva and Batavia. This is the first year of the combined biding; we will review the overall performances, management and benefits after this year's program to see if the combined bidding is beneficial to continue in the future. The bid opening was on July 14th 2016 and five companies bid on the project. SAK Construction - \$687,224.00 Visu-Sewer - \$689,958.35 Hoerr Construction- \$699,420.00 Michaels Corp. - \$859,120.00 Insituform -\$923,648.60 The low bidder was SAK Construction. The St. Charles Portion of the project is in the amounts below. **Budget Amount** Low Bid Amount Award Amount Sanitary sewer: \$325,000 \$218,580 \$320,000 Storm sewer: \$ 75,000 \$ 81,561 \$82,081 Total: \$400,000 \$ 300,141 \$402,051 The bid amounts are below the budgeted estimates; however, staff can increase amount of lining to take advantage of favorable bids. Therefore staff is requesting approval of the full awarded amounts. The budget overage of \$2,051 will be covered by the public services storm sewer maintenance funding. **Attachments:** (please list)

Recommendation / Suggested Action (briefly explain):

* Bid Summary

Recommendation to award bid to SAK Construction for sanitary and storm sewer lining in an amount not to exceed \$402,051.

For office use only:	Agenda Item Number: 4.g

2016 Sanitary Sewer Lining Project - Joint Bid for Cities of Geneva, Batavia and St Charles - Bid tabulation

Bid opening- July 14, 2016 at 10 am Location - City of Geneva

Location - City of Geneva							Bid#1		В	id #2	Bi	id #3	Bio	d #4	Bi	d #5
		City's	Local Quant	ities	Total		SAK Construc	ction	Visu	ı-Sewer	Hoerr Co	onstruction	Miche	els Pipe	Insit	tuform
Description	Units	St. Charles	Geneva	Batavia	Quantities	Unit Price	Total Price	St Charles Cost	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Televise, Clean & Line																
8 inch Cured in Place Pipe Lining - Sanitary	LF		2,095.00	590.00	2,685.00	24.00	64,440.00	-	28.75	77,193.75	28.00	75,180.00	31.00	83,235.00	25.50	68,467.50
Televise, Clean & Line																
10 inch Cured in Place Pipe Lining - Sanitary	LF			1,663.00	1,663.00	25.00	41,575.00	-	25.75	42,822.25	26.00	43,238.00	34.00	56,542.00	20.00	33,260.00
Televise, Clean & Line																
12 inch Cured in Place Pipe Lining - Sanitary	LF		70.00	2,351.00	2,421.00	41.00	99,261.00	-	34.30	83,040.30	34.00	82,314.00	44.00	106,524.00	30.10	72,872.10
Televise, Clean & Line																
15 inch Cured in Place Pipe Lining - Sanitary	LF		735.00	376.00	1,111.00	57.00	63,327.00	-	57.25	63,604.75	40.00	44,440.00	50.00	55,550.00	46.50	51,661.50
Televise, Clean & Line																
21 inch Cured in Place Pipe Lining - Sanitary	Lf	878.00			878.00	82.00	71,996.00	71,996.00	85.40	74,981.20	110.00	96,580.00	78.00	68,484.00	139.20	122,217.60
Televise, Clean & Line																
24 inch Cured in Place Pipe Lining - Sanitary	Lf		1,170.00		1,170.00	84.00	98,280.00	-	92.00	107,640.00	90.00	105,300.00	122.00	142,740.00	155.00	181,350.00
Televise, Clean & Line																
27 inch Cured in Place Pipe Lining - Sanitary	Lf	1,348.00			1,348.00	108.00	145,584.00	145,584.00	121.00	163,108.00	120.00	161,760.00	147.00	198,156.00	175.10	236,034.80
3																
Internal Service Lateral Reinstatements	Each		50.00	108.00	158.00	25.00	3,950.00	-	75.00	11,850.00	75.00	11,850.00	152.00	24,016.00	114.70	18,122.60
)																
Protruding Tap Removal	Each			1.00	1.00	250.00	250.00	-	300.00	300.00	300.00	300.00	350.00	350.00	268.10	268.10
Televise, Clean & Line																
12 inch Cured in Place Pipe Lining - Storm	LF	133.00			133.00	63.00	8,379.00	8,379.00	34.30	4,561.90	51.00	6,783.00	59.00	7,847.00	70.90	9,429.70
Televise, Clean & Line																
18 inch Cured in Place Pipe Lining - Storm	Lf	349.00			349.00	64.00	22,336.00	22,336.00	56.00	19,544.00	50.00	17,450.00	61.00	21,289.00	56.30	19,648.70
Televise, Clean & Line																
21 inch Cured in Place Pipe Lining - Storm	LF	223.00			223.00	152.00	33,896.00	33,896.00	85.40	19,044.20	105.00	23,415.00	85.00	18,955.00	209.40	46,696.20
Televise, Clean & Line																
24 inch Cured in Place Pipe Lining - Storm	LF	58.00			58.00	275.00	15,950.00	15,950.00	221.00	12,818.00	195.00	11,310.00	350.00	20,300.00	360.60	20,914.80
Traffic Control - Batavia	Lump			1.00	1.00	4,000.00	4,000.00	-	300.00	300.00	1,700.00	1,700.00	11,132.00	11,132.00	7,233.00	7,233.00
Traffic Control - Geneva	Lump		1.00		1.00	3,000.00	3,000.00	-	300.00	300.00	1,600.00	1,600.00	18,500.00	18,500.00	9,200.20	9,200.20
Traffic Control - St. Charles	Lump	1.00			1.00	2,000.00	2,000.00	2,000.00	300.00	300.00	1,800.00	1,800.00	10,500.00	10,500.00	8,916.80	8,916.80
Heavy Cleaning (As Required)	Per Hr	10.00	10.00	10.00	30.00	300.00	9,000.00		285.00	8,550.00	480.00	14,400.00	500.00	15,000.00	558.50	16,755.00
				Sum of U	nit Pries x Qu	ıantities -	687,224.00	300,141.00		689,958.35		699,420.00		859,120.00		923,048.60

		AGENDA I	TEM I	EXECUTIVE S	SUMMA	RY				
	Title:	Recommend	ation	to Approve F	Resoluti	on with	the			
				nt of Transpo						
			acing	(LAFO) Pro	ject					
ST. CHARLES	Presenter:	Karen Young	Karen Young							
SINCE 1834										
Please check appr	conriate box:									
	nt Operations		X	Government	Services	s 07.25.10	6			
Planning &	& Development			City Council	City Council					
Public Hea	aring									
l l										
Estimated Cost:	\$59,196.13	Budgeted:		YES	X	NO				
Budgeted Project Amount/Engineers Estimate: \$93,750										
If NO, please explain how item will be funded:										
Executive Summ	ary:									
(MFT) funds. The Under the Illinois specifies the stree this project for coonly the final amount	A portion of the Red Gate Road Resurfacing (LAFO) Project will be paid for with Motor Fuel Tax (MFT) funds. The attached Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code is an agreement with the Illinois Department of Transportation. It specifies the street to be constructed and details the amount of Motor Fuel Tax funds appropriated for this project for construction. The total appropriation includes the total cost of the project award and only the final amount spent on the contract is what will be the final appropriation from the MFT fund.									
Attachments: (pl	ease list)									
Copy of IDOT Form BLR 09111 "Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code"										
Recommendation	n / Suggested Acti	on (briefly explai	in) :							
Recommendation of \$59,196.13 to b				•	-	ation in th	e amount			

Agenda Item Number: 4.h

For office use only:



Resolution for Improvement by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the Mayor and City Council of the									
City	of	Council or President an St Charles	nd Board of Trustees	Illinois					
City, Town or Village that the following described stree	(s) be improved	under the Illinois Highw	vay Code:						
Name of Thoroughfare	Route	From		То					
Red Gate Road	FAU2287	Coroporate Limits	Meadow	View Drive					
BE IT FURTHER RESOLVED, 1. That the proposed improvement shall consist of Pavement patching, curb and gutter removal and replacement,									
Sidewalk removal and replacement, bituminous resurfacing, rehabilitation to public utility structure(s),									
and parkway restoration.									
		and shall be	e constructed	wide					
and be designated as Section 16-00107-00-RS									
2. That there is hereby appropriated the (additional ⋈ Yes □ No) sum of Fifty nine thoushand, one hundred									
ninety six dollars and 13/100. Dollars (\$59,196.13) for the									
improvement of said section from	the municipality	's allotment of Motor Fu	iel Tax funds.						
3. That work shall be done by	Geneva Constru			; and,					
BE IT FURTHER RESOLVED, the district office of the Department of	at the Clerk is he Transportation.	ereby directed to transm	ct or Day Labor nit two certified copies of t	this resolution to the					
Approved	I, N	ancy Garrison		Clerk in and for the					
	City	of St Cha	ırles						
	City, To	wn or Village		harahu aartifu tha					
Date	County			, hereby certify the					
	forego	ing to be a true, perfect	and complete copy of a r	resolution adopted					
	by the								
Council or President and Board of Trustees Department of Transportation at a meeting on August 1, 2016									
·			Date have hereunto set my ha	and and seal this					
	1s	day of Augus	t, 2016						
Regional Engineer		(SEAL)							
	II		City, Town, or Village Clerk						

Printed 7/9/2016 BLR 09111 (Rev. 11/06)

		AGENDA I	тем]	Execu	TIVE S	UMMAI	RY		
	Title:		nendation to Approve Design Engineering Agreement for the IL Route 31 Project						
ST. CHARLES	Presenter:	Karen Young							
Please check appr	_		X			<u> </u>	07.25.1		
	Government Operations					Services	07.25.10		
	& Development			City	Council				
Public Hea	aring								
Estimated Cost:	\$75,000	Budgeted:			YES	X	NO		
Budgeted Project Amount/Engineers Estimate: \$75,000									
If NO, please explain how item will be funded: Executive Summary:									
The City has been way for the exten well as mitigate of culvert impacting dedicated to the Callow for the extesouth to the existing. The next stage in has been working land acquisition of necessary to hire a number of structure WBK's team has negotiated a fee for	sion of the culverterosion at the inverse the pavement of City the necessary insion of sidewalking sidewalk in the the project include with both the City tages of this project inconsultant. Staff ral design and perfect the project includes with the City tages of this project inconsultant. Staff ral design and perfect the consultant in the city tages of this project includes a consultant. Staff ral design and perfect the city in the ci	t and wingwalls usert of the culvert IL Route 31. To property to compalong the east side City of St. Charles and of St. Charles and the companion of St. Charles and	nder I direct he pro- plete to le of II es. The permitted City pe of v Wills ncludited	L Routed thy down operty of this work and work and Burke Ing the Ingoniated the state of the sta	e 31 to fanstream wner hark. This 31 from ey sidew this workeva regard permit Kelsey Allinois Bermitter	acilitate and at as been of s future the Cit walk cont and the tring the tring requires sociate ridge Re tring requires	a pedestricthe heady cooperative proposed y of Generation poor K Engineer e preliminativements es (WBK) epair Projectivements.	ian path as wall of the we and has work will eva termini pint. ering, LLC hary and it is on a ect.	
Attachments: (pl	ease list)								
None.									
Recommendation	n / Suggested Act	ion (briefly explai	in):						
Recommendation Project with WBK	11 0	0		_	ent for th	ne IL Ro	oute 31 Cu	lvert	

Agenda Item Number: 4.i

For office use only:

AGENDA ITEM EXECUTIVE SUMMARY Title: Recommendation to Approve Consulting Engineering Services Agreement for the Watershed Plan for the 7th Avenue Creek Karen Young Presenter: SINCE 1834 *Please check appropriate box:* X Government Services 07.25.16 **Government Operations** City Council Planning & Development **Public Hearing Estimated Cost:** \$75,410 Budgeted: X YES NO Budgeted Project Amount/Engineers Estimate: \$100,000 If NO, please explain how item will be funded: **Executive Summary:** The next stages of the 7th Avenue Creek project includes the development of a Watershed Plan in accordance with the nine elements as established in the guidelines of the United States Environmental Protection Agency (USEPA). A Watershed Plan summarizes the overall condition of the watershed and provides an integrated, holistic framework to effectively and efficiently restore water quality. The nine elements will; identify causes and sources of pollution, estimate load reductions expected, describe management measures and targeted critical areas, estimate technical and financial assistance needed, develop and information and education component, develop a project schedule, describe interim and measurable milestones, identify indicators to measure progress, develop a monitoring component. In addition to identifying environmental opportunities, this study when approved by the IEPA will allow the City to apply for Section 319 Grant Funding for construction of future projects within the 7th Avenue Creek watershed.

During earlier research and coordination with the IEPA, it was determined that there is an approved watershed plan for the Ferson/Otter Creek Watershed. The IEPA has suggested that the City prepare an addendum to this existing plan to include the 7th Avenue Creek, which would minimize the costs.

City Staff applied for the Kane County Riverboat Grant funding for the Watershed Masterplan for the 7th Avenue Creek Project. Kane County has notified the City that they are recommending this project be awarded \$61,482 in grant funding. The remaining \$13,928 will be paid for out of the overall budget for the 7th Avenue Creek Project.

Attachments: (please list)

None.

Recommendation / Suggested Action (briefly explain):

Recommendation to Approve Consulting Engineering Services Agreement with H.R. Green, Inc., in the amount of \$75,410 for the Watershed Plan for the 7th Avenue Creek.

For office use only: Agenda Item Number: 4.j

			AGENDA I	TEM I	EXECU	TIVE S	UMMA	RY		
THE RESTRICTION OF THE PARTY OF		Title:	Recommend Services Agr and Watersh	reeme	nt for S			-	_	
ST. CHARLES SINCE 1834		Presenter:	Karen Young							
Please check app	propri	iate box:								
	Government Operations				Government Services 07.25.16					
Planning	& De	evelopment			City	Council				
•				•	•					
Estimated Cost:	\$1	31,620	Budgeted:			YES	X	NO		
	Budgeted Project Amount/Engineers Estimate: \$125,000								,000	
If NO, please explain how item will be funded:										
Executive Summ										
experiences floodic complete both a W The State Street Cominimal additional The purpose of the problems, costs estillood protection, with develop a 10-year community.	ng du: Vatersh reek V l cost e Storn timate vater c (and l	ring heavy rainf ned Plan and Sto Vatershed Plan of \$6,286. mwater Plan is to and recommen quality and habi beyond) capital	t Creek watershed fall events. Staff hormwater Plan for portion will be control provide the City ded prioritization at the restoration. The improvement plan	nas iden this wat mpleted with a r of Capit is inforr for the	tified the ershed. with the coadmap al Impro nation v stormwa	e best use e 7 th Aver to identi ovement i vill be utility	e of this nue Cree ify the ex Projects ilized to y infrast	funding wo ek Watershe xisting flood for flood re continue to ructure thro	d Plan at a ding eduction, help staff oughout the	
amount for this pr system. Upon fur watershed will red final stormwater p remaining funds a communities and of Project.	oject i ther in uire fo lan ac vailab City st	s \$125,000. The evestigation into urther data collection curately reflects le in the budget that has been ple	the amount of \$131, the foundation of this of the data currently ection to accurately as the current condition. HR Green has suggested with the work	s study availab represe tions. T accessfu	will be le it was ent the contact the remailer than the remailer than the will be will	based on determinations determinations determinations determinations determinations determinations determination determinatio	the exist ned that anditions ,620 will ormwate	ting storm s portions of to ensure the l be paid for er Plans for e	this hat the through other	
Attachments: (p	iease	(list)								
	n / C	uggested Asti	on (briefly am)	in)•						
Recommendation	m / 5	uggestea Acti	on (briefly expla	ın) :						

Recommendation to approve Consulting Engineering Services Agreement for the State Street Creek Stormwater and Watershed Plan with HR Green in the amount of \$131,620.

Agenda Item Number: 4.k

For office use only:

ST. CHARLES SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Approve Change Order No. 3 with Martam Contraction and Contract Addendum No. 1 with Trotter and Associates for the N. 5th Avenue Watermain Project

Presenter: Karen Young

Please check appropriate box:

Government Operations	X	Government Services 07.25.16
Planning & Development		City Council

Estimated Cost: -\$466.95 Budgeted: YES X NO

Budgeted Project Amount/Engineers Estimate: \$3,014,798.59

If NO, please explain how item will be funded:

Executive Summary:

Staff is requesting approval of Project Change Order No. 3 with Martam Construction, which is a deduction in the amount of \$247,647.33. This amount includes the final approved construction quantities and a \$300,000 deduction assessed to Martam Construction for Liquidated Damages. The amount was arrived at through negotiation with the contractor. The City Attorney was consulted during this process.

Staff is also requesting approval of Contract Addendum No. 1 with Trotter and Associates for additional services. They have incurred additional expenses of \$285,000 due to the ongoing delay in construction completion.

The table reflects the final negotiated contract amounts and the funding information for this project. It should be noted that this project is being funded by an IEPA Loan and a reimbursement from the Collins Property (future development) for work completed under this contract. The final funding balance after all of these negotiations includes a credit to the City in the amount of \$466.95.

	Final Amounts
Construction - Martam	\$2,795,331.64
Construction Contingency	\$0.00
Martam Liquidated Damages Settlement	-\$300,000.00
Martam Sub-Total	\$2,495,331.64
Construction Engineering Trotter Sub-Total	\$519,000.00

Overall Project Contract	
Totals (Martam & Trotter)	\$3,014,331.64

IEPA Loan Funding	\$2,992,085.59
Collins Property Reimbursement	\$22,713.00
Total Available Funding	\$3,014,798.59
Funding Balance (+/-)	\$466.95

Attachments: (please list)

Martam Change Order No. 3 Form & Trotter Contract Addendum No. 1

Recommendation / Suggested Action (briefly explain):

Recommendation to approve Change Order No. 3 in the amount of -\$247,647.33 for the N. 5th Avenue Watermain Project and Contract Addendum No. 1 with Trotter and Associates in the amount of \$285,000.

For office use only: Agenda Item Number: 4.1

City of St. Charles - N. 5th Avneue Watermain Project Summary of Change Order #3 Martam Construction

	TOTAL COSTS
Original Contract	\$2,677,753.00
Amount of Previous Change Orders	\$65,226.33
Current Contract Price Adjusted by Previous Change Order(s)	\$2,742,979.33
Change in Contract Price Due this change Order #3	-\$247,647.33
Final Balancing Change Order (\$52,352.67)	
Project Closeout Liquidated Damages (-\$300,000.00)	
Final Contract price Including this Change Order	\$2,495,332.00

RECOMMENDED:		APPROVED:			
Assistant Director of Public Works Engineering	Date	Finance Director	Date		
		Martam Construction	Date		



EXHIBIT D CONTRACT ADDENDUM

Project Name: N. 5th Avenue Watermain Improvements

Project No. STC-085

Addendum No. 1

This is an addendum attached to, made part of and incorporated by reference into the Agreement between CLIENT and ENGINEER for modification of scope and compensation for the PROJECT. All other terms and conditions of the original Agreement between CLIENT and ENGINEER are unchanged by this Contract Addendum and shall remain in full force and effect and shall govern the obligations of both CLIENT and ENGINEER, including obligations created by this Contract Addendum.

The contract modifications are described below:

 Trotter and Associates, Inc is hereby authorized to continue construction engineering services on a time and material basis beyond the original date of Substantial Completion and Final Completion, until such time as the work is complete.

The continued scope of services shall include the following:

- 2. General Administration of Construction Contract. Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
- 3. Resident Project Representative (RPR). Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit B. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
- 4. Visits to Site and Observation of Construction. In connection with observations of Contractor's work in progress while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.
 - b. The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for



any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- 5. Defective Work. Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 6. Clarifications and Interpretations; Field Orders. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.
- 8. Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to ENGINEER.
- 9. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- 10. Inspections and Tests. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.
- 11. Disagreements between OWNER and Contractor. Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- 12. Applications for Payment. Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A1.05.A.6.a are expressly subject to the limitations set forth in paragraph A1.05.A.6.b and other express or general limitations in this Agreement and elsewhere
 - b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will



impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

Duration of Construction Phase. The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts.

Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

Contract Summary	
Original Contract Amount	\$234,000.00
Changes Prior to This Change	\$0.00
Amount of This Change	\$285,000.00
Revised Contract Amount:	\$519,000.00
For purposes of expediency, ENGINEER and CLIENT a suffice. The original of this Contract Addendum shall be CLIENT:	gree that an executed electronic version of this Contract Addendum shater returned to Engineer after execution. Engineer:
City of St. Charles, IL	Trotter and Associates, Inc.
Signed:	Der Cinya
Title	Senior Project Manager Title
Date	<u>July 15, 2016</u> Date

			A	GENDA IT	гем Е	XECU	TIVE S	UMMA	RY	
		Title:		Recommendation to Award the Bid and Approve Purchase Order for the Public Works Roof					ve	
	PC K						ublic V	Vorks F	Roof	
L	CHARLES	Presenter:	_	abilitatior eineking	ı Proje	ect				
	CHARLES CE 1834	Flesenter.	AJK	emeking						
Please	e check appr	opriate box:								
		nt Operations			X	Gove	ernment	Service	s 07.25.16	
	Planning &	& Development				City	Council			
	Public Hea	aring								
Estima	ated Cost:	\$266,650		Budgeted	l :		YES	X	NO	
				Budgeted	Projec	et Ame	ount/Eng	gineers E	Estimate:	<u>- L</u>
If NO	, please expl	lain how item wil	l be fund	ded:						
The ceand ec	quipment for	or the Public Wor the Electric, Pub roof has been fail	lic Serv	ices, and E	nviron	mental	Service	s divisio	ons. Over	the last
panels		sts of removing the fasterial.								
the lov	west respons	eight bids for this sive, responsible bercial/industrial fa	oidder.	Adler Roof	ing has	s perfo	rmed nu	imerous	roof rehab	oilitation
Attacl	hments: (pl	ease list)								
* Bid	Tabulation ³	* Adler Roofing I	Bid Shee	et * Bid Spe	ecificat	ions				
Recon	nmendatio	n / Suggested Act	ion (bri	efly explain	n):					
		to award the bid t				f Reha	bilitatio	n Projec	t to J.L. A	dler

Agenda Item Number: 4.m

For office use only:

Bid Tabulation

Public Works Roof Rehabilitation

Bid Opening: July 6, 2016

Company Total Price

\$	266,650.00	
Ś	299,750.00	
Ÿ	233,730.00	
خ	302,450.00	
٧	302,430.00	
خ	324,920.00	
۲	324,320.00	
رخ	349,000.00	
٦	349,000.00	
ċ	350,000.00	
ې	330,000.00	
ċ	357,000.00	
۶	337,000.00	
ċ	441 250 00	
۶	441,350.00	
	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	

City of St. Charles Public Works Roof Rehabilitation Bid Sheet

Bids will be accepted until 2:00 PM on Wednesday, July 6, 2016.

Company: J.L. Adler Roofing & Sheet Metal, Ir	ic.
Company Address: 779 Joyce Road - Joliet, IL 6	0436
Contact: Christopher J. Adler	Contact Phone Number:(815) 773-1200
Contact Email: chris.adler@adlerroofing.com	· · · · · · · · · · · · · · · · · · ·
ВП	D
Public Works Roof Rehabilitation & Coating in accordance with attached specifications:	\$266,650.00
List any and all deviations from minimum specific None	cations:
I certify that I am acting as an agent for the firm the City of St. Charles the product(s) and service above. Further, I certify that all exception specifications are clearly stated in writing and the unless otherwise noted.	ee(s) described herein for the amount specified as or deviations from the attached detailed
Signature of Kuthorized Representative	
PLEASE TYPE OR <u>NEATLY</u> PRINT THE FOL Christopher J. Adler	LOWING INFORMATION President
Name of Authorized Representative J.L. Adler Roofing & Sheet Metal, Inc.	Title
Company Name 779 Joyce Road	
Street Address	60426
Joliet IL City State	60436 Zip Code
(815) 773-1200 (Area Code) Phone Number	

SECTION 07563 FLUID APPLIED ROOFING RESTORATION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Metal Surface Roof Restoration (1.4.B)(2.3)
 - 1. Scope of Work:
 - a. Power wash entire roof with TSP or Simple Green and water to remove residue, debris and dirt.
 - b. Power wash entire roof a second time with water only to remove any cleaner residue.
 - c. Replace all panel-level fiberglass skylights with metal roof panels in a like profile and thickness. Attach per manufacturer's specifications.
 - d. Replace all backed out and partially backed out fasteners with next larger gauge Zac SFS intec zinc fastener.
 - e. Install Unibond ST seam tape on all panel field seams.
 - f. Coat entire roof with White Knight Plus Base Coat (or approve equivalent) at a rate of 2.5 gallons/square.
 - g. After 24 hours, coat entire roof with White Knight Plus Top Coat (or approve equivalent) at a rate of 2.0 gallons/square.
 - h. Clean up and haul away all debris.

1.2 RELATED SECTIONS

- A. Section 06100 Rough Carpentry: Roof blocking installation and requirements.
- B. Section 07620 Sheet Metal Flashing and Trim: Metal cap flashing and expansion joints.
- C. Section 07620 Sheet Metal Flashing and Trim: Weather protection for base flashings.
- D. Section 07710 Manufactured Roof Specialties: Counter flashing gravel stops, and fascia, scuppers, gutters and downspouts.
- E. Section 15430 Plumbing Specialties: Piping vents and roof drains.

1.3 REFERENCES

- A. ASTM C 78 Standard Test Method for Flexural Strength of Concrete.
- B. ASTM C 92 Standard Test Methods for Sieve Analysis and Water Content of Refractory Materials.
- C. ASTM C 109 Standard Test Method for Compressive Strength of Hydraulic Cement Mortars.
- D. ASTM C 920 Standard Specification for Elastomeric Joint Sealants.
- E. ASTM C 1250 Standard Test Method for Nonvolatile Content of Cold Liquid-Applied Elastomeric Waterproofing Membranes.
- F. ASTM D 5 Standard Test Method for Penetration of Bituminous Materials.
- G. ASTM D 36 Standard Test Method for Softening Point of Bitumen.

- H. ASTM D 43 Standard Specification for Coal Tar Primer Used in Roofing, Dampproofing, and Waterproofing.
- ASTM D 71 Standard Test Method for Relative Density of Solid Pitch and Asphalt.
- J. ASTM D 75 Standard Practice for Sampling Aggregates.
- K. ASTM D 92 Standard Test Method for Flash and Fire Points by Cleveland Open Cup Tester.
- L. ASTM D 93 Standard Test Methods for Flash Point by Pensky-Martens Closed Cup Tester.
- M. ASTM D 113 Standard Test Method for Ductility of Bituminous Materials.
- N. ASTM D 412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension.
- O. ASTM D 562 Standard Test Method for Consistency of Paints Measuring Krebs Unit (KU) Viscosity Using a Stormer-Type Viscometer.
- P. ASTM D 624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers
- Q. ASTM D 816 Standard Test Methods for Rubber Cements.
- R. ASTM D 1002 Standard Test Method for Apparent Shear Strength of Single-Lap-Joint Adhesively Bonded Metal Specimens by Tension Loading (Metal-to-Metal).
- S. ASTM D 1370 Standard Test Method for Contact Compatibility Between Asphaltic Materials (Oliensis Test).
- T. ASTM D 1475 Standard Test Method For Density of Liquid Coatings, Inks, and Related Products.
- U. ASTM D 1863 Standard Specification for Mineral Aggregate Used on Built-Up Roofs.
- ASTM D 1876 Standard Test Method for Peel Resistance of Adhesives (T-Peel Test).
- W. ASTM D 2042 Standard Test Method for Solubility of Asphalt Materials in Trichloroethylene.
- X. ASTM D 2196 Standard Test Methods for Rheological Properties of Non-Newtonian Materials by Rotational (Brookfield type) Viscometer.
- Y. ASTM D 2240 Standard Test Method for Rubber Property-Durometer Hardness.
- Z. ASTM D 2369 Standard Test Method for Volatile Content of Coatings.
- AA. ASTM D 2939 Standard Test Methods for Emulsified Bitumens Used as Protective Coatings.
- BB. ASTM D 3111 Standard Test Method for Flexibility Determination of Hot-Melt Adhesives by Mandrel Bend Test Method.
- CC. ASTM D 3960 Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings.
- DD. ASTM D 4209 Standard Practice for Determining Volatile and Nonvolatile Content of Cellulosics, Emulsions, Resin Solutions, Shellac, and Varnishes.

- EE. ASTM D 4212 Standard Test Method for Viscosity by Dip-Type Viscosity Cups.
- FF. ASTM D 4402 Standard Test Method for Viscosity Determination of Asphalt at Elevated Temperatures Using a Rotational Viscometer.
- GG. ASTM D 4479 Standard Specification for Asphalt Roof Coatings Asbestos-Free.
- HH. ASTM D 5040 Standard Test Methods for Ash Content of Adhesives.
- II. ASTM D 5420 Standard Test Method for Impact Resistance of Flat, Rigid Plastic Specimen by Means of a Striker Impacted by a Falling Weight (Gardner Impact).
- JJ. ASTM E 1980 Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces
- KK. ASTM G 21 Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi.
- LL. SRI Solar Reflectance Index calculated according to ASTM E 1980.
- MM. South Coast AQMD Standards.
- NN. SMACNA Architectural Sheet Metal Manual.
- OO. ANSI/SPRI ES-1 Testing and Certification Listing of Shop Fabricated Edge Metal
- PP. National Roofing Contractors Association (NRCA) Roofing and Waterproofing Manual.

1.4 SYSTEM DESCRIPTION

- A. Metal Surface Roof Restoration: Renovation work includes:
 - 1. Surface preparation: Remove loose flaking rust, dust, dirt, debris, secure all gaped panels and replace all loose fasteners with next size larger.
 - 2. Metal Flashings: Repair/Replace metal flashings, pitch pockets, etc.
 - 3. Primer: Prime entire roof surface. (For all White-Knight system only)

1.5 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Shop Drawings: Submit shop drawings including installation details of roofing, flashing, fastening, insulation and vapor barrier, including notation of roof slopes and fastening patterns of insulation and base modified bitumen membrane, prior to job start.
- D. LEED Submittals: Provide documentation of how the requirements of Credit will be met:
 - 1. List of proposed materials with recycled content. Indicate post-consumer recycled content and pre-consumer recycled content for each product having recycled content.
 - 2. Product data and certification letter indicating percentages by weight of postconsumer and pre-consumer recycled content for products having recycled content.
 - 3. Product reflectivity and emissivity criteria to qualify for one point under the LEED credit category, Credit 7.2, Landscape & Exterior Design to Reduce Heat Island Roof.

- E. Verification Samples: For each product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, and color.
- F. Manufacturer's Certificates: Certify products meet or exceed specified requirements.
- G. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.
- B. Manufacturer Qualifications: Manufacturer: Company specializing in manufacturing products specified in this section with documented ISO 9001 certification and minimum ten years and experience.
- C. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and be a manufacturer certified Pre-Approved Contractor.
- D. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.
- E. Product Certification: Provide manufacturer's certification that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.
- F. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

1.7 PRE-INSTALLATION CONFERENCE

- A. Convene a pre-roofing conference approximately two weeks before scheduled commencement of roofing system installation and associated work.
- B. Require attendance of installers of deck or substrate construction to receive roofing, installers of rooftop units and other work in and around roofing which must precede or follow roofing work including mechanical work, Architect, Owner, roofing system manufacturer's representative.

C. Objectives include:

- 1. Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.
- 2. Tour representative areas of roofing substrates, inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work.
- 3. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.
- 4. Review roofing system requirements, Drawings, Specifications and other Contract Documents.
- 5. Review and finalize schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and

- avoid delays.
- 6. Review required inspection, testing, certifying procedures.
- 7. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing.
- 8. Record conference including decisions and agreements reached. Furnish a copy of records to each party attending.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.
- B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.
- C. Stored in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat surface. No wet or damaged materials will be used in the application.
- D. Store at room temperature wherever possible, until immediately prior to installing the roll. During winter, store materials in a heated location with a 50 degree F (10 degree C) minimum temperature, removed only as needed for immediate use. Keep materials away from open flame or welding sparks.
- E. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Architect/Engineer.
- F. Adhesive storage shall be between the range of above 50 degree F (10 degree C) and below 80 degree F (27 degree C). Area of storage shall be constructed for flammable storage.

1.9 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.
- B. Weather Condition Limitations: Do not apply roofing system during inclement weather or when a 40 percent chance of precipitation or greater is expected.
- C. Proceed with roofing work only when existing and forecasted weather conditions will permit unit of work to be installed in accordance with manufacturer's recommendations and warranty requirements.
- D. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed during same day.
- E. When applying materials with spray equipment, take precautions to prevent over spray and/or solvents from damaging or defacing surrounding walls, building surfaces, vehicles or other property. Care should be taken to do the following:
 - 1. Close air intakes into the building.
 - 2. Have a dry chemical fire extinguisher available at the jobsite.
 - 3. Post and enforce "No Smoking" signs.
- F. Avoid inhaling spray mist; take precautions to ensure adequate ventilation.
- G. Protect completed roof sections from foot traffic for a period of at least 48 hours at 75

degrees F (24 degrees C) and 50 percent relative humidity or until fully cured.

- H. Take precautions to ensure that materials do not freeze.
- I. Minimum temperature for application is 40 degrees F (4 degrees C) and rising for solvent based materials and 50 degrees F (10 degrees C) and rising for water based.

1.10 WARRANTY

- A. Upon completion of the work, provide the Manufacturer's written and signed limited labor and materials Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installing contractor, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition.
 - 1. Warranty Period:
 - 5 plus 5 plus 5 (15 years): 5 years from date of acceptance plus 10 additional years after required inspection by the manufacturer.
- B. Installer is to guarantee all work against defects in materials and workmanship for a period indicated following final acceptance of the Work.
 - 1. Warranty Period:
 - a. 2 years from date of acceptance.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Garland Company, Inc. (The), which is located at: 3800 E. 91st St.; Cleveland, OH 44105; Toll Free Tel: 800-321-9336; Tel: 216-641-7500; Fax: 216-641-0633; Web:www.garlandco.com
- B. Requests for substitutions will be considered in accordance with provisions of Section 01600.

2.2 ROOF RESTORATION SYSTEM FOR METAL SURFACE ROOFS

- A. Cold Applied White-Knight Plus/ White-Stallion Plus:
 - 1. Primer: White-Knight Metal Primer/ White-Stallion Metal Primer:
 - 2. Coating: White-Knight Plus/ White-Stallion Plus:
 - 3. Flashing: None or repair as needed.
 - 4. Reinforcement: None.
 - 5. Surfacing: None

2.3 EDGE TREATMENT AND ROOF PENETRATION FLASHINGS

- A. Flashing Boot Rubbertite Flashing Boot: Neoprene pipe boot for sealing single or multiple pipe penetrations adhered in approved adhesives as recommended and furnished by the membrane manufacturer.
- B. Vents and Breathers: Heavy gauge aluminum and fully insulated vent that allows moisture and air to escape but not enter the roof system as recommended and furnished by the membrane manufacturer.
- C. Pitch pans, Rain Collar 24 gauge stainless or 20oz (567gram) copper. All joints should be welded/soldered watertight. See details for design.
- D. Drain Flashings should be 4lb (1.8kg) sheet lead formed and rolled.

- E. Plumbing stacks should be 4lb (1.8kg) sheet lead formed and rolled.
- F. Liquid Flashing Tuff-Flash: An asphaltic-polyurethane, low odor, liquid flashing material designed for specialized details unable to be waterproofed with typical modified membrane flashings.
 - 1. Tensile Strength, ASTM D 412: 400 psi
 - 2. Elongation, ASTM D 412: 300%
 - 3. Density @77 degrees F 8.5 lb/gal typical
- G. Fabricated Flashings: Fabricated flashings and trim are specified in Section 07620.
 - 1. Fabricated flashings and trim shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the CDA Copper Development Association "Copper in Architecture Handbook" as applicable.
- H. Manufactured Roof Specialties: Manufactured copings, fascia, gravel stops, control joints, expansion joints, joint covers and related flashings and trim are specified in Section 07710.
 - Manufactured roof specialties shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the NRCA "Roofing and Waterproofing Manual" as applicable.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.
- C. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 ROOF PREPARATION AND REPAIR

A. General:

- 1. Remove existing roof flashings from curbs and parapet walls down to the surface of the roof. Remove existing flashings at roof drains and roof penetrations.
- 2. Remove all wet, deteriorated, blistered or delaminated roofing membrane or insulation and fill in any low spots occurring as a result of removal work to create a smooth, even surface for application of new roof membranes.
- 3. Install new wood nailers as necessary to accommodate insulation/recovery board or new nailing patterns.
- 4. When mechanically attached, the fastening pattern for the insulation/recovery board shall be as recommended by the specific product manufacturer.
- 5. Re-roofing over coal tar pitch requires a mechanically attached recovery board or insulation and a base sheet prior to the application of roofing system.
- 6. Existing roof surfaces shall be primed as necessary and allowed to dry prior to installing the roofing system.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Repair all defects such as deteriorated roof decks; replace saturated insulation board, replace loose or brittle membrane or membrane flashings. Verify that exiting conditions meet the following requirements:
 - 1. Existing membrane is either fully adhered or that the membranes mechanical fasteners are secured and functional.

- 2. Application of roofing materials over a brittle roof membrane is not recommended.
- D. Remove all loose dirt and foreign debris from the roof surface. Do not damage roof membrane in cleaning process.
- E. Clean and seal all parapet walls, gutters and coping caps, and repair any damaged metal where necessary. Seal watertight all fasteners, pipes, drains, vents, joints and penetrations where water could enter the building envelope.
- F. Clean the entire roof surface by removing all dirt, algae, paint, oil, talc, rust or foreign substance. Use a 10 percent solution of TSP (tri-sodium phosphate), Simple Green and warm water. Scrub heavily soiled areas with a brush. Rinse with fresh water to remove all TSP solution. Allow roof to dry thoroughly before continuing.
- G. Repair existing roof membrane as necessary to provide a sound substrate for the liquid membrane. All surface defects (cracks, blisters, tears) must be repaired with similar materials.
- H. Pre-Treatment of Known Growth General Surfaces: Once areas of moss, mold, algae and other fungal growths or vegetation have been removed and surfaces have also been thoroughly cleaned, apply a biocide wash at a maximum spread rate of 0.2 gallons/square (0.08 liters/m), to guard against subsequent infection. Allow to dry onto absorbent surfaces before continuing with the application. On non-absorbent surfaces, allow to react before thoroughly rinsing to remove all traces of the solution.
- I. Power washing of metal roof surfaces to remove all loose rust or scale is mandatory before application. Use a high volume air broom or compressed air to remove residual dust rust perforations, etc. Deteriorated metal roof decks must be repaired or replaced prior to the application of the coating system.

3.3 INSTALLATION

- A. General Installation Requirements:
 - 1. Install in accordance with manufacturer's instructions. Apply to minimum coating thickness required by the manufacturer.
 - 2. Cooperate with manufacturer, inspection and test agencies engaged or required to perform services in connection with installing the roof system.
 - 3. Insurance/Code Compliance: Where required by code, install and test the roofing system to comply with governing regulation and specified insurance requirements.
 - Protect work from spillage of roofing materials and prevent materials from entering or clogging drains and conductors. Replace or restore work damaged by installation of the roofing system.
 - 5. All primers must be top coated within 24 hours of application. Re-prime If more time passes after priming.
 - 6. Keep roofing materials dry during application. Phased construction can be allowed as long as no, more than 7 days pass between coats excluding primers.
 - 7. Coordinate counter flashing, cap flashings, expansion joints and similar work with work specified in other Sections under Related Work.
 - 8. Coordinate roof accessories and miscellaneous sheet metal accessory items, including piping vents and other devices with work specified in other Sections under Related Work.
- B. Metal Surface Roof Restoration: Renovation work includes:
 - 1. Surface Preparation: Remove loose flaking rust, dust, dirt, debris, secure all gaped panels and replace all loose fasteners with next size larger.
 - a. Remove rust by the most rigorous method suitable for the particular project and as approved by the coating manufacturer.

- b. Tighten all fasteners and verify that neoprene washers are in place.
- c. Replace missing fasteners using oversize fasteners as necessary.
- d. Seal all fastener heads by applying a heavy dab of compatible sealant to the tops and around of all fastener heads.
 - 1) White-Knight Plus/ Stallion Plus
- 2. Flashings: Repair/Replace metal flashings, pitch pockets, etc.
- 3. Primer:
 - Immediately after rust has been removed, prime surfaces with White-Knight Metal Primer/ Stallion Metal Primer at 1/4 gallon per 100 SF to prevent rust from reoccurring.
- 4. Reinforcement: Base coat and treatment of field seams and around penetrations:
 - Application of White-Knight Plus Base Coat/ White-Stallion Plus Base Coat or White-Knight Plus Base Coat WC on field seams, flashings and around penetrations
 - 1) Verify that the surface to be coated is properly prepared.
 - 2) Restore the surface to a suitable condition if roof surface becomes contaminated with dirt, dust or other materials that will interfere with adhesion of the coatings.
 - 3) Apply materials at specified dry film thickness.
 - 4) Apply White-Knight Plus Base Coat/ White-Stallion Plus Base Coat or White-Knight Plus WC Base Coat at minimum 6 inch wide stripes over all seams, flashings and around penetrations at 2.0 gallons per 100 SF.
 - 5) Use fabric reinforcement when panels are gapped and cannot be be cured tightly together.
 - 6) Allow to dry for a minimum of 24 hours before applying finish coats.
 - 7) On vertical surfaces to achieve proper application rate cut your application into two coats to avoid sagging and runs of coating.
- 5. Coating:
 - Material: Apply in a uniform manner at 2.0 gallons per 100 SF over the entire roof surface.
 - 1) White-Knight Plus/ Stallion Plus
 - b. Use special attention to coating flashings and other critical areas to build adequate membrane thickness.
 - c. Use multiple coats on verticals to prevent sagging.
 - d. Apply to Garland's (or approved equivalent's) minimum membrane thickness over the entire roof surface.

3.4 INSTALLATION EDGE TREATMENT AND ROOF PENETRATION FLASHING

- A. Fabricated Flashings: Fabricated flashings and trim are provided as specified in Section 07620.
 - Fabricated flashings and trim shall conform to the detail requirements of SMACNA
 "Architectural Sheet Metal Manual" and/or the Copper Development Association
 "Copper in Architecture Handbook" as applicable.
- B. Manufactured Roof Specialties: Manufactured copings, fascia, gravel stops, control joints, expansion joints, joint covers and related flashings and trim are provided as specified in Section 07710.
 - Manufactured roof specialties shall conform to the detail requirements of SMACNA
 "Architectural Sheet Metal Manual" and/or the National Roofing Contractor's
 Association "Roofing and Waterproofing Manual" as applicable.

3.5 CLEANING

A. Clean-up and remove daily from the site all wrappings, empty containers, paper, loose particles and other debris resulting from these operations.

- B. Remove asphalt markings from finished surfaces.
- C. Repair or replace defaced or disfigured finishes caused by Work of this section.

3.6 PROTECTION

- A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes and the like to protect personnel, roofs and structures, vehicles and utilities.
- B. Protect exposed surfaces of finished walls with tarps to prevent damage.
- C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (16 mm) thick.
- D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (13 mm) recover board is required on new roofing.
- E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

3.7 FIELD QUALITY CONTROL

- A. Require attendance of roofing materials manufacturers' representatives at site during installation of the roofing system.
- B. Perform field inspection and [and testing] as required under provisions of Section 01410.
- C. Correct defects or irregularities discovered during field inspection.

3.8 FINAL INSPECTION

- A. At completion of roofing installation and associated work, meet with Contractor, Architect, installer, installer of associated work, roofing system manufacturer's representative and others directly concerned with performance of roofing system.
- B. Walk roof surface areas, inspect perimeter building edges as well as flashing of roof penetrations, walls, curbs and other equipment. Identify all items requiring correction or completion and furnish copy of list to each party in attendance.
- C. If core cuts verify the presence of damp or wet materials, the installer shall be required to replace the damaged areas at his own expense.
- D. Repair or replace deteriorated or defective work found at time above inspection as required to a produce an installation that is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- E. Architect upon completion of corrections.
- F. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.

3.9 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

3.10 SCHEDULES

A. Coatings:

- 1. Coating: White-Knight Plus/ White-Stallion Plus: Highly reflective multi- purpose, single-component aliphatic urethane, liquid waterproofing membrane.
 - a. Tensile Strength: ASTM D 412, 2100 psi
 - b. Tear Resistance: ASTM D 624, 160 lbs./in
 - c. Elongation: ASTM D 412, 320%
 - d. Density @ 77 degrees F (25 degrees C, ASTM D 2939) 10.4 lb./gal (1.2 g/m3)
 - e. Flash Point: ASTM D 93, 110 degrees F min. (43 degrees C)
 - f. Non-Volatile: ASTM D 75, Typical 83%
 - g. Viscosity @ 77 degrees F (25 degrees C); Brookfield RVT, #4 Spindle 10 rpm9200 cP
 - h. Wet Film Thickness@ 2 gal./100 sq. ft. (0.82 l/m2)
 - i. VOC: 225 g/lj. Reflectance: 0.87k. Emittance: 0.89
 - I. SRI: 110

B. Flashings

- 1. Coating: White-Knight Plus/ White-Stallion Plus: highly reflective multi- purpose, single-component aliphatic urethane, liquid waterproofing membrane.
 - a. Tensile Strength: ASTM D 412, 2100 psi
 - b. Tear Resistance: ASTM D 624, 160 lbs./in
 - c. Elongation: ASTM D 412, 320%
 - d. Density @ 77 degrees F (25 degrees C, ASTM D 2939) 10.4 lb./gal (1.2 g/m3)
 - e. Flash Point: ASTM D 93, 110 degrees F min. (43 degrees C)
 - f. Non-Volatile: ASTM D 75, Typical 83%
 - g. Viscosity @ 77 degrees F (25 degrees C); Brookfield RVT, #4 Spindle 10 rpm9200 cP
 - h. Wet Film Thickness @ 2 gal./100 sq. ft. (0.82 l/m2)
 - i. VOC: 225 g/lj. Reflectance: 0.87k. Emittance: 0.89
 - I. SRI: 110

END OF SECTION

AGENDA ITEM EXECUTIVE SUMMARY Title: Recommendation to Award the Bid and approve Purchase Order for the Stuarts Crossing Basin 106C Shoreline Stabilization Project AJ Reineking Presenter: SINCE 1834 Please check appropriate box: **Government Operations** Government Services 07.25.16 Planning & Development City Council **Public Hearing** Estimated Cost: \$263,426.90 Budgeted: YES X NO Budgeted Project Amount/Engineers Estimate: \$350,000 If NO, please explain how item will be funded: **Executive Summary:** The shoreline of Basin 106c in the Stuarts Crossing development (southwest of the intersection of Fox Chase Drive and Foxfield Drive) has severely eroded and is now posing a concern for pedestrian safety as well as the integrity of the adjacent landscape/hardscape of the area. On June 28, 2016 the City opened bids for the stabilization of this shoreline to prevent future erosion and to reduce the potential hazard caused by the steep bank. The project will consist of grading around the entire basin to soften the slop entering the pond, and planting of native, deep rooted – prairie style – plants to prevent future erosion of the shoreline. The City received ten bids for this work with V3 Construction Group of Woodridge, IL being the lowest responsive, responsible bidder. Over the last ten years, V3 has performed numerous shoreline stabilization and prairie restoration projects in the Chicago-metro area with great success, and their references have provided very favorable feedback. Special Assessments from SSA 21 will be used to fund this project. **Attachments:** (please list) * Bid Tabulation * ERA Recommendation * Engineer's Estimate * V3 Bid Sheet * V3 Bid **Recommendation / Suggested Action** (briefly explain):

Recommendation to award the bid for the Stuarts Crossing Basin 106c Shoreline Stabilization Project

to V3 Construction Group in the amount of \$263,426.90.

Agenda Item Number: 4.n

For office use only:

Bid Tabulation

Stuarts Crossing Basin 106c Shoreline Stabilization Project

Bid Opening: June 28, 2016

Company	1	Total Price		
V3 Construction Group, Ltd.	\$	263,423.90		
Woodridge, IL	٦	203,423.90		
Conservation Land Stewardship, LLC	\$	269,896.42		
Elmhurst, IL	³	209,690.42		
Curran Contracting Company	\$	206 206 00		
Crystal Lake, IL	^{>}	296,296.00		
Earthwerks Land Improvement & Development Corp.	\$	306,221.50		
Batavia, IL	^{>}	300,221.30		
Semper Fi Yard Services, Inc.	\$	222 562 94		
Yorkville, IL		333,562.84		
Nettle Creek Nursery, Inc.	\$	227 281 00		
Morris, IL	^{>}	337,381.00		
Copenhaver Construction	\$	207.960.00		
Gilberts, IL		387,860.00		
Front Range Environmental		402 001 50		
McHenry, IL	\$	403,801.50		
Kovilic Construction Co., Inc.	۲	429 944 00		
Franklin Park, IL	\$	438,844.00		
Applied Ecological Services	خ	440 00E 26		
Brodhead, WI	\$	440,095.36		



June 28, 2016

AJ Reineking Public Works Manager 2 E. Main Street St. Charles, IL 60174-1984

phone: 630.443.3709 fax: 630.513.7442

areineking@stcharlesil.gov

Subject: Stuarts Crossing Basin Shoreline Stabilization

Dear Mr. Reineking:

The above project was advertised by the City on June 10, 2016. Ten bids were received for the project on June 28, 2016 at 2:00pm. Engineering Resource Associates, Inc. (ERA) has reviewed the tabulation of the bid results for the subject project.

The apparent low bidder for the project is V3 Construction Group, Ltd. (V3) of Woodridge, Illinois in the amount of \$263,425.00. A review of their quantities revealed that there was an error in the Erosion Control Blanket line item resulting in a difference of \$1.10 and a resulting bid of \$263,423.90.

V3 has completed numerous streambank stabilization and shoreline restoration projects. V3 has provided eleven project profiles for similar projects and associated references. The project references meet the requirements of the Contractor Qualifications.

Therefore, based upon a detailed evaluation of the bids and references, Engineering Resource Associates, Inc. recommends that a contract be awarded to V3 Construction Group, Ltd. in the amount of \$263,423.90. Should you have any questions, please contact me at 630.393.3060.

Very Truly Yours,

ENGINEERING RESOURCE ASSOCIATES, INC.

Erin Pande, PWS, CFM

Project Manager

City of St. Charles

ERA - ENGINEER'S COST OPINION

Stuarts Crossing Basin 5/17/2016

			Unit	Total
ITEMS		Quantity	Price	Price
PRECONSTRUCTION VIDEO TAPING	L Sum	1	\$ 3,000.00	\$ 3,000.00
CONSTRUCTION LAYOUT & AS-BUILT SURVEY	L Sum	1	\$ 5,000.00	\$ 5,000.00
MOBILIZATION	L Sum	1	\$ 6,000.00	\$ 6,000.00
TRAFFIC CONTROL and PROTECTION	L Sum	1	\$ 5,000.00	\$ 5,000.00
SHRUB REMOVAL	EACH _	25	\$ 50.00	\$ 1,250.00
TREE REMOVALS (6 TO 15 UNITS)	UNIT	194	\$ 60.00	\$ 11,640.00
STABILIZED CONSTRUCTION ENTRANCE	EACH _	1	\$ 5,000.00	\$ 5,000.00
TEMPORARY FENCE	LF _	2150	\$ 4.00	\$ 8,600.00
INLET PROTECTION	EACH	3	\$ 250.00	\$ 750.00
SILT FENCE	LF _	1250	\$ 2.50	\$ 3,125.00
DEWATERING	L Sum	1	\$ 8,000.00	\$ 8,000.00
TOPSOIL EXCAVATION AND PLACEMENT, 6"	SY _	498	\$ 25.00	\$ 12,450.00
EARTH EXCAVATION, SPECIAL	CY _	350	\$ 25.00	\$ 8,750.00
ROCK TOE	TON	305	\$ 200.00	\$ 61,000.00
COIR FIBER ROLL	FOOT _	420	\$ 45.00	\$ 18,900.00
STONE OUTCROPPING	SF _	1410	\$ 35.00	\$ 49,350.00
RESET 18" CONCRETE PIPE END-SECTION	EACH _	1	\$ 600.00	\$ 600.00
RESET CONCRETE OUTLET TOE BLOCK	EACH _	2	\$ 1,000.00	\$ 2,000.00
ROCK OUTLET PROTECTION, 15"	SQ YD	13	\$ 150.00	\$ 1,950.00
TEMPORARY COVER CROP SEEDING	ACRE	0.79	\$ 1,600.00	\$ 1,264.00
MULCH PLACEMENT, 3"	SQ YD	1785	\$ 6.00	\$ 10,710.00
LOW PROFILE GRASSES, SEDGES, & RUSHES SEEDING	ACRE _	0.60	\$ 4,000.00	\$ 2,400.00
SHORELINE SEEDING	ACRE _	0.04	\$ 4,500.00	\$ 180.00
TRANSITIONAL BUFFER SEEDING	ACRE _	0.15	\$ 6,500.00	\$ 975.00
WEED CONTROL PRIOR TO PLANTING	ACRE _	0.79	\$ 4,500.00	\$ 3,555.00
EROSION CONTROL BLANKET	SQ YD	3824	\$ 3.00	\$ 11,470.80
NATIVE PLANT PLUGS	EACH _	5292	\$ 5.00	\$ 26,460.00
GOOSE HERBIVORY PROTECTION	ACRE _	1.0	\$ 4,000.00	\$ 4,000.00
ECOLOGICAL MANAGEMENT (3 YEARS)	YEAR _	3	\$ 5,000.00	\$ 15,000.00
MOWING (3/YEAR)	YEAR _	3	\$ 4,500.00	\$ 13,500.00
PRESCRIBED BURN	ACRE	0.79	\$ 6,000.00	\$ 4,740.00

TOTAL: \$ 306,619.80

City of St. Charles BID TAB Stuarts Crossing Basin

			Unit			Total
ITEMS	C	Quantity		Price		Price
PRECONSTRUCTION VIDEO TAPING	L Sum	1	<u>s</u>	750.00	<u>s</u>	750.00
CONSTRUCTION LAYOUT & AS-BUILT SURVEY	L Sum	1	<u>s</u>	9,000.00	<u>s</u>	9,000.00
MOBILIZATION	L Sum	1	S	21,560.60	<u>s</u>	21,560.60
TRAFFIC CONTROL and PROTECTION	L Sum	1	<u>s</u>	4,500.00	_\$	4,500.00
SHRUB REMOVAL	EACH	25		11.50		287.50
TREE REMOVALS (6 TO 15 UNITS)	UNIT	194		20.00	_\$	3,880.00
STABILIZED CONSTRUCTION ENTRANCE	EACH	1		4,500.00		4,500.00
TEMPORARY FENCE	LF	2150		2.25	\$	4,837.50
INLET PROTECTION	EACH	3		230.00		690.00
SILT FENCE	LF _	1250		2.15	_\$	2,687.50
DEWATERING	L Sum	1		10,000.00		10,000.00
TOPSOIL EXCAVATION AND PLACEMENT, 6"	SY	498	S	5.50	\$	2,739.00
EARTH EXCAVATION, SPECIAL	CY	350	\$	28.50		9,975.00
ROCK TOE	TON	305	S	90.00	<u>s</u>	27,450.00
COIR FIBER ROLL	FOOT _	420		36.65	_\$	<i>15,393.00</i>
STONE OUTCROPPING	SF	1410		45,00	8	63,450.00
RESET 18" CONCRETE PIPE END-SECTION	EACH	1	_\$	800.00	_\$	800.00
RESET CONCRETE OUTLET TOE BLOCK	EACH	2	\$	800.00		1,600.00
ROCK OUTLET PROTECTION, 15"	SQ YD _	13	\$	150.00		1,950.00
TEMPORARY COVER CROP SEEDING	ACRE _	0.79		500.00	\$	395.00
MULCH PLACEMENT, 3"	SQ YD	1785		1.75	<u>s</u>	3,123.75
LOW PROFILE GRASSES, SEDGES, & RUSHES SEEDING	ACRE	0.60		5,000.00	_\$	3,000.00
SHORELINE SEEDING	ACRE	0.04		10,000.00	_\$	400.00
TRANSITIONAL BUFFER SEEDING	ACRE	0.15		5,000.00	\$	750.00
WEED CONTROL PRIOR TO PLANTING	ACRE _	0.79		2,531.65		2,000.00
EROSION CONTROL BLANKET	SQ YD _	3824		2.75	<u>s</u>	10,516.00
NATIVE PLANT PLUGS	EACH _	5292		5,50		29,106.00
GOOSE HERBIVORY PROTECTION	ACRE _	1.0	<u>s</u>	3,850.00	\$	3,850.00
ECOLOGICAL MANAGEMENT (3 YEARS)	YEAR	3	\$	6,000.00	<u>s</u>	18,000.00
MOWING (3/YEAR)	YEAR	3	\$	265.00		795.00
PRESCRIBED BURN	ACRE _	0.79		6,885.00	<u>s</u>	5,439.15

TOTAL: \$ 263,425.00

INVITATION TO BID

AND

SPECIFICATIONS

FOR

	STUARTS CROSSING BASIN SHORELINE STABILIZATION

CITY OF ST. CHARLES
ILLINOIS

2016

SPECIFICATION #160628

BID OPENING: June 28, 2016

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IV. PROPOSAL FORM

SPECIFICATION #160628

BID OPENING: June 28, 2016

/cjb

SECTION I

NOTICE TO BIDDERS

The City of St. Charles is seeking a qualified contractor to perform shoreline stabilization to Basin 106c, located in the Stuarts Crossing development of St. Charles. The basin is located on Foxfield Drive in St. Charles, just east of Kirk Road (immediately north of the Jewel-Osco store). The project predominately includes the grading and replanting of the shoreline with native vegetation.

Sealed bids will be received at the Office of the Purchasing Manager, Two East Main Street, St. Charles, Illinois, <u>no later than 2:00 p.m., Tuesday, June 28, 2016,</u> for Shoreline Stabilization of Stuarts Crossing Basin.

Bids will be opened publicly and read aloud in the Council Chambers at 2:00 p.m., Tuesday, June 28, 2016.

Anticipated Timeline:

June 10, 2016	Invitation to Bid Distributed
June 28, 2016	Bids Due
July 11, 2016	Documentation Sent for Council Review
July 25, 2016	Presentation to Government Services Committee
August 1, 2016	City Council Award
August 4, 2016	Notice to Proceed

These Bids are available via the City Website. Alternatively, specifications and bidder information may be obtained at the <u>Office of the Purchasing</u>
Manager, City of St. Charles, 200 Devereaux Way, St. Charles, Illinois.

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

CITY OF ST. CHARLES
Mike Shortall
Inventory Control & Purchasing Manager

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." 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 for sixty (60) calendar days following the date of the bid opening.
- 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 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 storeroom, 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 within the labor or service warran	s and/or pick up and delivery) <u>is</u> included ity.
	REQUIRED_X	NOT REQUIRED

2. MATERIALS:

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

3. **BID RESULTS**:

The bidder must 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 will be mailed to each bidder receiving a set of the bid documents. Bidders shall acknowledge receipt of such addendum by returning the addendum form.

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
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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 REQ	UIRED	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 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.

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	RE	QUIF	REC)

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 <u>current application</u>. 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	Χ	NOT	REQUIRED)
			•	According to the second

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 V3 CONSTRUCTION GROUP, LTD. (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.

> V3 CONSTRUCTION GROUP, LTD. Name of Bidder

MICHAEL FAMIGLIETTI, P.E.

PŘESIDENT

State of ILLINOIS),

SS.

County of DeKALB

Subscribed and sworn to

before me this 28TH day

2016

Notary Public

OFFICIAL SEAL THOMAS A. FOSTER NOTARY PUBLIC, STATE OF ILLINOIS COUNTY OF DEKALB

My Commission Expires Aug. 1, 2016

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

The undersigned, upon I	being first duly sworn, hereby certifies to the City of St. Charles,
Kane and DuPage Count	es, Illinois, that <u>V3 CONSTRUCTION</u>
GROUP, LTD.	(bidder) is not barred from contracting with any
unit of State or local gove	rnment, as a result of a violation of Ch. 720, Sec. 33E-11 of the
Illinois Compiled Statutes	
	V <u>3 CONSTRUCTION GROUP, LTD.</u> Name of Bidder
	SEAL By: MICHAEL FAMIGLIETTI, P.E. PRESIDENT
State of <u>ILLINOIS</u>), County of <u>DeKALB</u>)	SS.
Subscribed and sworn to before me this 28TH of JUNE , 2016	day OFFICIAL SEAL THOMAS A. FOSTER
Notary Public	NOTARY PUBLIC, STATE OF ILLINOIS COUNTY OF DEKALB My Commission Expires Aug. 1, 2016

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 unders	igned, upon being first duly sworn, hereby certifies to the City
of St. Charles, Kane and	DuPage Counties, Illinois, that <u>V3 CONSTRUCTION</u>
GROUP, LTD.	(bidder) shall comply with all local, state and
federal safety standards.	
	V3 CONSTRUCTION GROUP, LTD. Name of Bidder SEAL 1997 By: MICHAEL FAMIGEIETTI, P.E. PRESIDENT
State of <u>ILLINOIS</u>),	
County ofDeKALB)	SS.
Subscribed and sworn to before me this 28TH of JUNE , 2016	day
Notary Public	OFFICIAL SEAL THOMAS A. FOSTER NOTARY PUBLIC, STATE OF ILLINOIS COUNTY OF DEKALB My Commission Expires Aug. 1, 2016

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 <u>V3 CONSTRUCTION</u>				
GROUP, LTD. (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.				

V3 CONSTRUCTION GROUP, LTD.

Name of Bidder

i di

MICHAEL FAMIGLIETTI, P.E.

PRESIDENT

State of <u>ILLINOIS</u>),

SS.

County of DeKALB

Subscribed and sworn to before me this <u>28TH</u>

day

of JUNE

2016 .

Notary Public

OFFICIAL SEAL
THOMAS A. FOSTER
NOTARY PUBLIC, STATE OF ILLINOIS
COUNTY OF DEFAULS
My Commission Expires Aug. 1, 2016

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.

V3 CONSTRUCTION GROUP, LTD.

Name

of

Contractor

Bv

MICHAEL FAMIGLIETTI, P.E.

PRESIDENT

State of <u>ILLINOIS</u>),

SS.

County of DeKALB

Subscribed and sworn to

before me this 28TH da

of

IUNE//

2016 .

Notary Public

/cjb ~

Bidders Section II

OFFICIAL SEAL
THOMAS A. FOSTER

NOTARY PUBLIC, STATE OF ILLINOIS

My Commission Expires Aug. 1, 2016

CERTIFICATE OF COMPLIANCE WITH SALES TAX FORM

The undersi	gned, upon being first duly sworn, hereby certifies to the City			
of St. Charles, Kane and I	DuPage Counties, Illinois, that <u>V3 CONSTRUCTION</u>			
GROUP, LTD. (bidder) shall comply with General Conditions, Paragraph 1.G.			
and the Illinois Department of Revenue tax exempt form.				
	CATION COL			
	SEAL V3 CONSTRUCTION GROUP, LTD. Name of Bidder			
	The second of th			
	Pur Bur			
	By: MICHAEL FAMIGILIETTI, P.E.			
	PRESIDENT			
State of <u>ILLINOIS</u>),	SS.			
County ofDeKALB)				
Subscribed and sworn to				
before me this 28TH of JUNE, 2016	day 			
JA A	OFFICIAL SEAL THOMAS A. FOSTER			
Notary Public	NOTARY PUBLIC, STATE OF ILLINOIS COUNTY OF DEVALE My Commission Expires Aug. 1, 2016			
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:

Date Issued:

Project:

Dates Valid:

Christopher A. Minick, Director of Finance

STS-70 (R-2/98) IL4492-3524 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;
 - 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.

City of St. Charles BID TAB Stuarts Crossing Basin

CONSTRUCTION LAYOUT & AS-BUILT SURVEY L Sum 1 \$ 9,000.00 \$ 9,00 MOBILIZATION L Sum 1 \$ 21,560.60 \$ 21,5	250.00 000.00 660.60 500.00 287.50 880.00
CONSTRUCTION LAYOUT & AS-BUILT SURVEY L Sum 1 \$ 9,000.00 \$ 9,00 MOBILIZATION L Sum 1 \$ 21,560.60 \$ 21,5	00.00 60.60 600.00 87.50
MOBILIZATION L Sum 1 \$ 21,560.60 \$ 21,5	60.60 600.00 287.50
	87.50
TRACTIC CONTROL I PROTECTION I C 1	87.50
TRAFFIC CONTROL and PROTECTION L Sum 1 \$ 4,500.00 \$ 4,5	
SHRUB REMOVAL EACH 25 \$ 11.50 \$ 2	80.00
TREE REMOVALS (6 TO 15 UNITS) UNIT 194 \$ 20.00 \$ 3,8	
STABILIZED CONSTRUCTION ENTRANCE EACH 1 \$ 4,500.00 \$ 4,5	00.00
	37.50
INLET PROTECTION EACH 3 \$ 230.00 \$ 6	90.00
SILT FENCE LF 1250 s 2.15 s 2,6	<u>87.50</u>
DEWATERING L Sum 1 \$ 10,000.00 \$ 10,0	00.00
TOPSOIL EXCAVATION AND PLACEMENT, 6" SY 498 \$ 5.50 \$ 2,7	39.00
EARTH EXCAVATION, SPECIAL CY 350 \$ 28.50 \$ 9,9	75.00
ROCK TOE TON 305 \$ 90.00 \$ 27,4	50.00
COIR FIBER ROLL FOOT 420 \$ 36.65 \$ 15,3	<u> 93.00</u>
STONE OUTCROPPING SF 1410 \$ 45.00 \$ 63,4	150.00
	800.00
RESET CONCRETE OUTLET TOE BLOCK EACH 2 \$ 800.00 \$ 1,6	500.00
ROCK OUTLET PROTECTION, 15" SQ YD 13 \$ 150.00 \$ 1,9	250.00
TEMPORARY COVER CROP SEEDING ACRE 0.79 \$ 500.00 \$ 3	<u> 395.00</u>
MULCH PLACEMENT, 3" SQ YD 1785 \$ 1.75 \$ 3,1	<u>123.75</u>
LOW PROFILE GRASSES, SEDGES, & RUSHES SEEDING ACRE 0.60 \$ 5,000.00 \$ 3,0	00.00
SHORELINE SEEDING ACRE 0.04 \$ 10,000.00 \$ 4	100.00
TRANSITIONAL BUFFER SEEDING ACRE 0.15 \$ 5,000.00 \$ 7	750.00
WEED CONTROL PRIOR TO PLANTING ACRE 0.79 \$ 2,531.65 \$ 2,6	000.00
EROSION CONTROL BLANKET SQ YD 3824 § 2.75 § 10,5	<u>516.00</u>
NATIVE PLANT PLUGS EACH 5292 § 5.50 § 29,1	106.00
GOOSE HERBIVORY PROTECTION ACRE 1.0 \$ 3,850.00 \$ 3,8	850.00
ECOLOGICAL MANAGEMENT (3 YEARS) YEAR 3 \$ 6,000.00 \$ 18,6	000.00
MOWING (3/YEAR) YEAR 3 \$ 265.00 \$ 7	795.00
PRESCRIBED BURN ACRE 0.79 \$ 6,885.00 \$ 5,4	439. <u>15</u>

TOTAL: \$ 263,425.00

AIA Document A310[™] - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

V3 Construction Group, LTD 7325 Janes Avenue Woodridge, IL 60517

OWNER:

(Name, legal status and address) City of St. Charles Two East Main Street St. Charles, IL 60174

SURETY:

(Name, legal status and principal place of business)
Washington International Insurance Company: New Hampshire Corporation 475 N. Martingale Road Ste 850
Schaumburg, IL 60173

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

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

BOND AMOUNT: Ten Percent of the Amount of Bid----- (--10%--)

PROJECT:

(Name, location or address, and Project number, if any)
Stuarts Crossing Basin Shoreline Stabilization, Bid #160628

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

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

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

furnished, the intent is that this i	zona snali de construea as a statutoi	ry bolid and not as a common law bolid.	
Signed and sealed this 28th day	OFFICIAL SEAL OF JUNEH 2016 AS A. FOSTER		
	NOTARY PUBLIC, STATE OF ILLINIOIS	V3 Construction Group, LTD	
Mu A:	My Commission Expires Aug. 1, 2016	(Principal) / #	(Seal)
(Winess)			PRESIDENT
	, 1 .	(Title)	
Mal and Mal	and III	Washington International Insurance Company	
MONONY / HO	meo _	(Surety)	(Seal)
(Witness)		(MAINGAM)	
		(Title) Carol A. Dougherty, Attorney In Fact	
CAUTION: You should sign an changes will not be obscured.	original AIA Contract Document,	on which this text appears in RBD. An original assu	res that
<u> </u>			

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lnit.

Surety Company Acknowledgement

STATE OF ILLINOIS COUNTY OF COOK

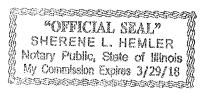
SS.:

On this 28th day of June, 2016, before me personally appeared **Carol A. Dougherty**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Schaumburg**, **Illinois**, that (s)he is the **Attorney in Fact** of **Washington International Insurance Company**, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

Notary Public in and for the above County and State

My Commission Expires:

03/29/18



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International

laws of the State of New Hampshire, and having its principal of the laws of the State of New Hampshire, and washington international Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of
Schaumburg, Illinois, each does hereby make, constitute and appoint: J.S. POHL, ROBERT B. SCHUTZ, JAMES L. SULKOWSKI, CAROL A. DOUGHERTY, ROBERT E. KAPPUS, SHERENE L. HEMLER, MIKE POHL,
MEREDITH H. MIELKE, JOHN E. ADAMS, GERALD C. OLSON, ROBERT W. MIELKE, JESSICA ANCONA, and KIRK LISKIEWITZ
JOINTLY OR SEVERALLY
Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9 th of May, 2012:
"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is
FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."
By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of Washington International Insurance Company Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company
IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this <u>June</u> day of <u>September</u> , 2015.
North American Specialty Insurance Company
Washington International Insurance Company
State of Illinois County of Cook ss:
On this <u>June</u> day of <u>September</u> , 2015, before me, a Notary Public personally appeared <u>Steven P. Anderson</u> , Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and <u>Michael A. Ito</u> , Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.
OFFICIAL SEAL M KENNY NOTARY PUBLIC, STATE OF ILLINOIS M. Kenny, Notary Public MY COMMISSION EXPIRES 12/04/2017
I, <u>Jeffrey Goldberg</u> , the duly elected <u>Assistant Secretary</u> of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 28th day of June , 2016 .

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company



Year	Project		Contract Amount	Location	Owner
2006 2007	Clark Island Renovation Spring Brook Creek Re-Meander	\$ \$	1,115,000 3,550,000	Batavia, IL Naperville, IL	Batavia Park District Forest Preserve Dist. Of DuPage Co.
2008 2009	McDowell Grove Dam Modification Hadley Valley Wetland Restoration	\$ \$	1,400,000 3,250,000	Naperville, IL Will County, IL	DuPage County Stormwater Mgmt Forest Preserve District of Will County
2010	Veterans Island Stabilization	\$	1,000,000 385,000	Batavia, IL Wheaton, IL	Fox Valley Park District Cantigny
2011 2012	Cantigny Stream Stabilization Prentiss Creek Naturalization	\$ \$	275,000	Downers Grove, IL	Village of Downers Grove
2013 2014	West Branch Dupage River Dead Dog Creek Restoration	\$ \$	8,000,000 650.000	Carol Stream, IL Winthrop Harbor, IL	DuPage County - Stormwater Mngmnt Village of Winthrop Harbor
2015 2016	Thorne Creek Stabilization Tinley Creek	\$ \$	200,000 3,500,000	Joliet, IL Crestwood, IL	Joseph J. Henderson & Son, Inc. Industria, Inc. (MWRD)

Owner	Contact	Phone	Fax
Batavia Park District	Jim Eby	630-879-5235	630-879-9537
Forest Preserve Dist. Of DuPage Co.	Leslie Burns	630.933.7671	630.933.7204
DuPage County Stormwater Mgmt	Sarah Ruthko	630-407-6676	630-407-6701
Forest Preserve District of Will Count	Ms. Juli Mason	815-722-5373	815-722-3608
Fox Valley Park District	Mr. Michael Ericks	oı 630-897-0516	630-897-2080
Cantigny	Mr. Scott Witte	630-260-8179	630-260-8182
Village of Downers Grove	Andy Sikich	630-434-5467	630-434-5495
DuPage County - Stormwater Mngmn	Sarah Hunn	630-407-6676	630-407-6701
Village of Winthrop Harbor	Michael Novotney	847-377-7700	847-984-5747
Joseph J. Henderson & Son, Inc.	Tom Kegan	847-244-3222	847-244-9572
Industria Inc. (MWRD)	Jon Kelecius	773-697-0190	773-697-0191



2006

CLARK ISLAND RENOVATIONS

CLIENT: BATAVIA PARK DISTRICT

V3 SERVICES

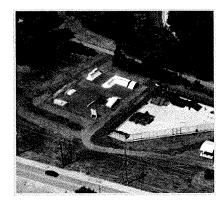
- Construction Management
- DuPage County, IDNR & Army Corps of Engineers permitting
- Sediment & Erosion Control Design
- Floodway & Floodplain Analyses

PROJECT DETAILS

• Location: Batavia, Illinois



- •This project focused on providing shoreline stabilization to Clark Island to prevent further erosion of the island
- Another goal was to improve public access to the island, which was achieved by replacing old pedestrian bridges with new steel bridges
- •A unique aspect of this project was that two haul roads were required to be built through the Fox River to allow construction access; one from the east shoreline to Clark Island and one from Clark Island to a small island located between it and the west shoreline of the Fox River
- •V3 was the general contractor on this project as well as self-performing the earthwork construction
- •The scope of work included two temporary crossings installed in the Fox River, installation of shoreline stabilization for Clark Island including fishing stations, pedestrian bridge demolition, installing two new pedestrian bridges, renovation of the shelter on Clark Island and a new asphalt bike path
- •Improvements were also made to the shoreline area of the park, which included a new BMX park, a new playground area, ball field lighting and restoration of an existing stone bridge







Springbrook Tributary No. 2 Meander Project

CLIENT: FOREST PRESERVE DISTRICT OF DUPAGE COUNTY

V3 SERVICES

- Ecological Construction & Restoration
- Self-Performed Earthwork
- Native Plant & Seed Installation
- Construction Layout
- Record Drawing Preparation

- Location: Naperville, Illinois
- Construction Cost: \$4,981,113



- The project's primary ecological objectives were to improve habitat, reduce bank erosion and improve water quality within a 1.5-mile channelized stream running through this Springbrook Prairie Nature Preserve
- The project's engineering objectives focused on reconnecting the stream to the historic floodplain to improve its ability to absorb larger volumes of water and dissipate energy in major storm events
- •The remeandered stream bed was designed to elevate it to normal entrenchment conditions and to saturate hydric soils to form a riparian wetland zone that would absorb floodwaters
- Constructed to mimic a naturally-made stream bed, each bend in the new channel was excavated deeper to create a pool, each crossover was elevated to create a riffle and the stone-lined channel bottom was sloped to follow the water flow
- The stream bank was stabilized using root wads and footer logs in the bends of the newly meandered creek and the top of the bank was stabilized with 10-foot-wide by 1-foot-deep burrito-style wrapped topsoil
- A major project challenge involved building the new channel over the old channel while maintaining stream flows
- All construction, stabilization, seeding restoration and planting were completed by V3
- •This project won the Illinois ASCE Outstanding Civil Engineering Achievement Award (less than \$5 million)





2008

McDowell Grove Dam Modification

CLIENT: DUPAGE COUNTY DIVISION OF STORMWATER MANAGEMENT

V3 SERVICES

- Construction Management
- Eathwork
- Shroeline Stabilization
- Dredging
- Project Documentation
- Change Orders & Pay Estimates
- Record Drawings
- Construction Layout
- · Measurement of Quantities
- Cost Control
- Schedule Preparation & Analysis

- · Location: Naperville, Illinois
- Project Value: \$1,410,700



- The purpose of the project was to modify a three-foot-high dam at the McDowell Grove Forest Preserve to return a portion of the West Branch of the DuPage River to a healthier, more natural water way
- •Goals of this project were to improve fish passage and species diversity upstream of the existing dam, along with safety improvements for canoe and kayak usage by removing the structure
- •V3's project scope centered on diverting 700-linear-feet of the West Branch to allow for river reconstruction activities, involving the installation and maintenance of a bypass pumping system and modifications to the existing dam
- Restoration best management practices included removal of sediment from the river bed, the placement of bank load material and installation of aquatic habitat features
- To meet grant funding deadlines, the project required an aggressive schedule one that started in August and ended in November of the same year
- A major challenge arose in the form of a 100-year-flood event that put the construction area nine feet under water and led to subsequent spikes in river flow volumes causing a three-week delay
- •The project was funded by a grant from the Natural Resources Conservation Service



2009 HADIEV VALLEY

HADLEY VALLEY WEST PRESERVE

CLIENT: FOREST PRESERVE DISTRICT OF WILL COUNTY

V3 SERVICES

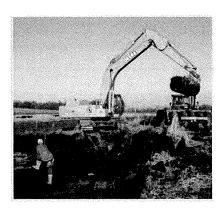
- Creek Morphology Analysis, Hydraulic Modeling, Floodway Permitting
- Wetland Delineation & Assessment
- Native Planting Design & Specifications
- Construction Drawings & Contract Documents
- · Earthwork & Grading
- Native Plant & Seed Installation
- Ecological Management & Monitoring

PROJECT DETAILS

Location: New Lenox, Illinois



- •The restoration of 300 acres of wetland and savanna communities occurred as part of 1,200-acre greenway project related to a tollway extension project (managed by V3's construction engineering group)
- •The existing agricultural ditch was analyzed, modeled and restored to a 7000-linear-foot remeandered creek that mirrored its 1939 condition; an increase of 1,150 linear feet
- •Restoration design and construction included moving 64,000 cubic yards of earthwork, drain tile removal, riffle placement, erosion control measures, planting 148,000 wetland plugs, seeding seven tons of prairie and wetland seeds and on-going ecological management
- •All restoration construction and ecological environment creation activities were conducted by V3's ecological and construction management teams
- •V3 conducted all ecological monitoring, management and reporting from 2007-2011
- •All performance standards were met in 2011 and a project sign-off was received from the USACE on September 5, 2012
- •2008 Conservation & Native Landscaping Award Winner from the USEPA/ Chicago Wilderness Conservation





Veterans Island Shoreline Stabilization

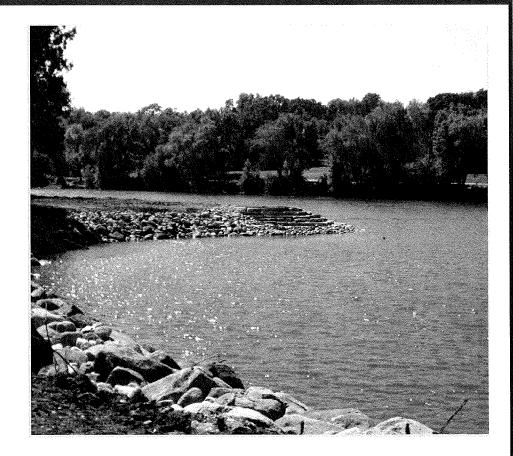
CLIENT: FOX VALLEY PARK DISTRICT

V3 SERVICES

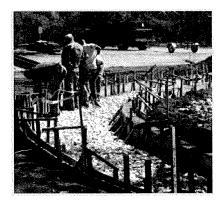
- General Contracting
- Excavation
- Lannon Stone Wall Construction
- Slope Stabilization
- · Native Planting & Seeding
- Construction Layout

PROJECT DETAILS

· Location: Aurora, Illinois



- •V3 served as contractor for this \$700,000 shoreline stabilization and erosion protection project
- Project improvements included the installation of 3,000 lineal feet of lannon stone ledge rock retaining wall, outcroppings and footings and 750 lineal feet of five-footwide boulder toe
- Challenges included dewatering to install the footing for the retaining wall construction and the presence of sand subgrade (rather than the typical bedrock subgrade found along the Fox River); this made it impossible to excavate the area and keep material out of the footing area
- •Further complicating construction efforts, a 100-year rain event and several intermittent storms significantly raised the Fox River water level
- •V3 addressed the challenge by adding trench boxes to the dewatering plan and along with using sand bags to successfully excavate and dewater the area for the concrete footing
- A 2,000-square-foot paver-and-ledge rock seating plaza also was constructed, along with a permeable paver walkway and logo feature and stamped and colored accent concrete surfaces
- Portions of a deteriorating asphalt parking lot were restored as part of the project scope
- •Activities also included construction of a coffer dam and installation of native plantings to further stabilize and restore the shoreline





2011

Woodside Hole #2 Streambank Stabilization & Fairway Grading

CLIENT: CANTIGNY GOLF COURSE

V3 SERVICES

- General Contracting
- Excavation
- Lannon Stone Wall Construction
- Slope Stabilization
- · Native Planting & Seeding
- Construction Layout

- · Location: Wheaton, Illinois
- Total Construction Cost: \$424,000



- •V3 served as contractor for this \$424,000 streambank stabilization and fairway grading project
- •The project involved 2,200 linear feet of streambank stabilization and incorporated a holey boulder retaining wall, coir fiber logs and rock riffles
- •Soil lifts were required and planting elements included a vegetated stone toe,, native planting and seeding
- •Because of the stream's location on the golf course, the fairways required reshaping and grading
- •V3 worked very closely with the golf course architect to achieve his vision for the hole layout





PRENTISS CREEK RESTORATION

CLIENT: VILLAGE OF DOWNERS GROVE

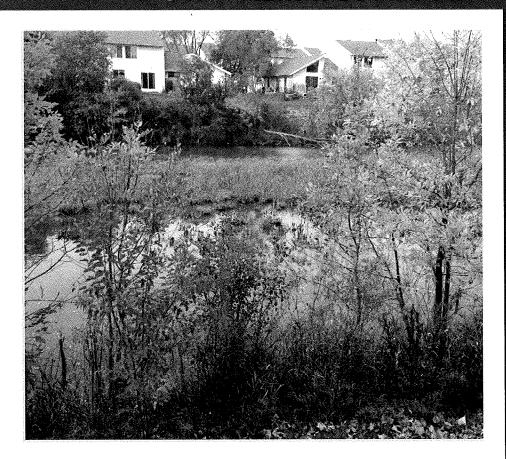
V3 SERVICES

- · Design/Build Project Delivery
- Ecological Design,
 Construction & Restoration
- Hydraulic Modeling
- · Permit Coordination
- · Vegetation Clearing
- Dam Removal
- Native Area Planting
- Gabion Basket Shoreline Stabilization
- Native Area Maintenance & Monitoring
- Construction Layout
- As-Built Record Drawings

PROJECT DETAILS

 Location: Downers Grove, Illinois





- This project consisted of an existing on-line pond located along Prentiss Creek wherein creek sediment deposition, mud flats, low water levels and poor water quality was observed
- •V3 dredged and excavated the sediment to create a deep permanent pool behind the existing concrete weir
- •V3 stabilized 1,000-lineal-feet of shoreline with native plantings, constructed 100 lineal feet of 10-foot-high gabion wall construction to stabilize the adjacent property and installed 11,000 wetland, shoreline and emergent native plants to improve water quality and habitat
- Streambank stabilization was performed around the eroded areas to reduce potential for further sediment build-up within the pond
- Review of landscaping procedures and practices in the subdivision and the direct tributary drainage area was necessary. V3 proposed that the use of fertilizers high in nutrients, especially phosphorus, were contributing to the algae bloom and duckweed problem and suggested alternate fertilizing methods
- Although the impoundment had a vegetated edge around most of the pond, native vegetation was expanded which helped reduce the nutrients impact as well as discourage the presence of geese, which also likely contributed to water quality concerns
- •V3 removed the existing dam to re-establish a flowing channel through the project area and plant the current impoundment area with native and wetland vegetation (outside the new stream corridor)



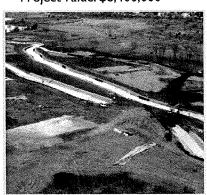
2013 WEST BRANCH FOREST PRESERVE WETLAND, FEN & RIVER RESTORATION

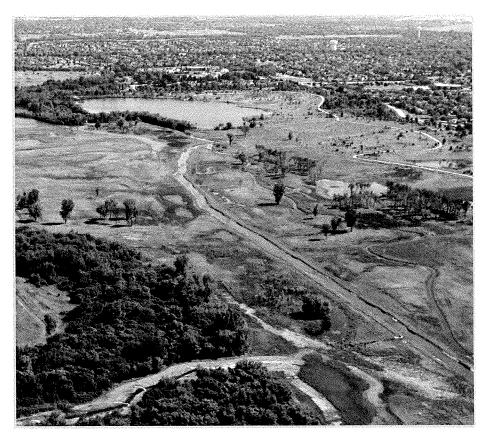
CLIENT: DUPAGE COUNTY DEPARTMENT OF STORMWATER MANAGEMENT

V3 SERVICES

- Prime Contractor Project Delivery
- Value Engineering & Alternative Methods Study
- Hydraulic Modeling
- IDNR, USACE, KDSW & County Permitting
- Invasive Species & Woody Debris Clearing
- River Diversion Channel Design & Construction
- Sheet Pile Installation
- Shoreline Stabilization (root wad, boulder, cobble, etc.)
- Native Area Planting
- Wetland, Emergent & Upland Seeding
- Native area Maintenance & Monitoring
- Construction Layout & As-Built Record Drawings

- Location: DuPage County, Illinois
- Project Value: \$8,400,000





- This multi-year project involved the restoration of a 350-acre preserve. It included a one-mile section of the West Branch of the DuPage River, 150-acres of wetlands, a 34-acre fen and 125-acres of prairie
- Project goals included improving stormwater management, enhancing aquatic and terrestrial habitat and replacing invasive species with native communities
- •The river restoration posed a daunting challenge, requiring a solution that involved diverting the existing river while accommodating 100-year storm event volumes
- •V3 restored the river in phases, building three 40-foot-wide by 20-foot-deep lined diversion channels along the length of the river
- •The material excavated for the channels were stockpiled out of the floodplain prior to being placed back in the channels and restored
- River enhancements included placing 3,500 linear feet of root wads and 5,000 boulders along the shoreline and river bed to address erosion issues and stabilize the banks
- •Strategic areas of the site were re-graded and structural berms constructed to enhance wetland hydrology
- •V3 installed 150,000 native plants and will seed more than 200 acres with native plants
- V3 is conducing three years of ecological maintenance and monitoring
- In addition to the County, the Forest Preserve District of DuPage County also directed work related to the enhancement



2014

DEAD DOG CREEK RESTORATION PHASE II

CLIENT: LAKE COUNTY STORMWATER MANAGEMENT COMMISSION

V3 SERVICES

- Chemical & Mechanical Weed Control
- Construction Layout Services
- Earthwork
- Native Plant Installation
- Native Seeding
- Native Shoreline Stabilization
- Post-Construction As-Built Surveys
- Stone Shoreline Stabilization
- · Tree Clearing

- Location: Winthrop Harbor, Illinois
- V3 was Prime Contractor
- Project Value: \$650,000
- Year Completed: 2014



- •Dead Dog Creek is a small tributary to Lake Michigan that drains approximately three square miles of land in northeastern Illinois and southeastern Wisconsin. This section of Dead Dog Creek is located directly upstream from the Illinois Beach State Park Nature Preserve where there are many high quality vegetated communities which need to be protected from sediment deposits
- •The project included restoration of 2875 linear feet of Dead Dog Creek located in Winthrop Harbor, Illinois
- •The scope of work included 17 rock riffles, five rock points, 2,345 linear feet rock toe, rock step pool, 300 linear feet vegetated geogrid lifts, 2,640 linear feet reshaping slopes, excess material excavation, 11,500 square yards of native seed and erosion control blanket and 12,375 native plugs
- •Two years of maintenance and management of the native seed and plugs is included in the project
- •This project was closely monitored by the Lake County Stormwater Management team to prevent any sediment from our construction activities to leave the work area. V3 successfully managed the erosion control of the work zone and allowed no additional sediment beyond our construction limits



2015

THORNE CREEK STREAMBANK STABILIZATION

CLIENT: JOSEPH J. HENDERSON & SON INC.

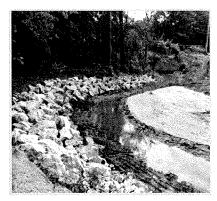
V3 SERVICES

- Earthwork
- Erosion Control Installations
- Gabion Basket Shoreline Stabilization
- Native Seeding
- Native Shoreline Stabilization
- Stone Shoreline Stabilization
- · Tree Clearing

- · Location: Joliet, Illinois
- V3 was Subcontractor
- Project Value: \$190,000
- Year Completed: 2015



- •The intent of this project was to prevent further erosion of the streambank along 220 linear feet of Thorne Creek located in Joliet, Illinois
- •Scope of work included: installation of 192 linear feet of rock toe; 50 linear feet of bluff stabilization which included Gabion Baskets and soil bag stabilization; pipe protection cap which included Gabion Baskets and grouted rip rap; grade control riffle upstream of streambank stabilization improvements; and installation of native seed, erosion control blanket and hydromulch
- •Overhead power lines were located within the work zone so the crew had to execute the work in a way to be safe under these conditions





2016

TINLEY CREEK STREAMBANK STABILIZATION

CLIENT: INDUSTRIA & METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

V3 SERVICES

- Earthwork
- Erosion Control Installations
- Gabion Basket Shoreline Stabilization
- Management, Monitoring & Reporting
- Stone Shoreline Stabilization
- Storm Sewer Installation
- Watermain Installation

PROJECT DETAILS

- · Location: Crestwood, Illinois
- Construction Cost: \$3.5M



- •V3 Companies and Industria is partnered to complete the this flood control/ streambank stabilization project on Tinley Creek for the Metropolitan Water Reclamation District of Greater Chicago
- •Approximately 2,600 linear feet of Tinley Creek will be improved with three distinct stabilization styles:
 - •Area one will include extensive widening of the existing creek corridor creating bankfull benches that will be planted with native trees, shrubs and plantings. Area one will also include the installation of nine pool and riffle structures
 - •Area two will involve resloping of the creek banks and the subsequent armoring of the banks with approximately 2,000 ton of RR-5 Rip Rap; native trees, shrubs and seed will be installed on the banks above the rip rap
 - •Area three will involve the armoring of the banks with approximately 1,200 linear feet of nine-foot-tall Gabion basket walls
- $\bullet Work$ commenced in December 2015 and is anticipated to continue through the third quarter of 2016





WALLY LEVERNIER

Project Manager & Senior Ecologist

YEARS OF EXPERIENCE

With V3: 14 Other: 2

EDUCATION

Bachelor of Arts Biology Augustana College

CERTIFICATIONS

Certificate of Training in Corp Wetland Delineation Manual, Institute for Wetland and Environmental Education and Research, Inc. (2006)

Basic Wildland Certification: I-100, S-130, S-190 and L-180 (2006)

Intermediate Wildland Fire Behavior S-290 (2009)

Illinois Applicator Pesticide License (2003-present)

Illinois Certified Prescribed Burn Manager (2010) #10-082

CONTINUING EDUCATION

Dr. Mohlenbrock Wetland Plant Identification Course (2012, 2013) Mr. Levernier is a Project Manager and Ecologist in V3's Ecological Restoration Group. He is responsible for field management of many of V3's natural resource mitigation and restoration projects. Wally conducts and supervises ecological management activities including native planting and seeding, selective woodland thinning, and herbicide application. He also serves as a Field Ecologist related to stream studies (including the collection of chemical, physical and biological data), endangered species surveys and construction monitoring. Mr. Levernier also serves as V3's prescribed burn coordinator during burn seasons.

NOTEWORTHY PROJECT EXPERIENCE

West Branch Forest Preserve, DuPage County Department of Stormwater Management, DuPage County, Illinois – Senior Ecologist for this multi-year project involving the restoration of a 350-acre preserve. It includes a one-mile section of the West Branch of the DuPage River, 150-acres of wetlands, a 34-acre fen, a 3.5-acre savanna, 61-acres of mesic prairie and approximately 75-acres of additional maintenance. Project goals included improving stormwater management, enhancing aquatic and terrestrial habitat and replacing invasive species with native communities. All plant communities received selective and non-selective mechanical tree and shrub clearing to remove invasive species. Portion of the fen were cleared using hand crews due to potential soil compaction. All restored areas were seeded with native species that have a seed source within 100 miles. In addition, V3 installed 150,000 native plants in wetland areas and along the river corridor. A three-year maintenance and monitoring period is currently being conducted by V3 staff.

Isolated Phragmities & RCG Control at Illinois Beach State Park, Lake County Forest Preserves, Zion, Illinois – Project Manager for this invasive species control project for the 4,160-acre state park. Portions the project area include; State Nature Preserves; high quality pannes, sedge meadows and emergent marshes; and many species of rare plant and animal species. The goal for this project is to reduce the dominance of reed canary grass and phragmities to allow high quality communities to florish.

Kettle Woods Selective Brush Removal, Forest Preserve District of DuPage County, Darien, Illinois – Project Manager of this 66-acre selective clearing in Waterfall Glen Forest Preserve. The goal for this project was to reduce the density of non-native trees and shrubs to aid in the restoration of the natural communities in the project area. V3 was responsible for identification of target species, cutting and applying the appropriate herbicide, removal of the remaining debris and re-sprout control the following growing season.

Fish Lake Conservancy District, Northwater Consulting, LaPorte County, Indiana – Senior Ecologist this watershed diagnotic study. Field investigation surveys were conducted by V3 to evaluate habitat, biological community and water chemistry characteristic of the watershed. Habitat was evaluated using IDEM's qualitative habitat evaluation index (QHEI) assessment method. Macroinvertebrate communities were sampled using the USEPA's rapid bioassessment protocol for use in wadeable streams and rivers. Water quality analysis was measured in the field using V3's water quality instruments and samples analyzed at a laboratory.

V

WALLY LEVERNIER

Project Manager & Senior Ecologist

Hadley Valley West Preserve Wetland Mitigation, Forest Preserve District of Will County & IDOT, New Lenox, Illinois – Senior Ecologist for this 300-acre restoration project. Mr. Levernier worked on all phases of the restoration project, including seeding, invasive species management, prescribed burning, herbicide applications, monitoring and reporting. Responsible for managing budgets and schedules, meeting contract requirements and managing subcontractors and field crews. All performance standards were met at the end of the 5 year monitoring and management period and the project has received sign-off from the USACE for successful wetland mitigation.

Hadley Valley Central Forest Preserve Wetland Mitigation, Forest Preserve District of Will County, New Lenox, Illinois – Senior Ecologist for this 180-acre wetland mitigation and restoration project. This project included native prairie and wetland seeding, installation of 180,000 wetland plugs, installation of native trees and shrubs, invasive species management, prescribed burning and ecological monitoring and reporting. Responsible for managing budgets and schedules, meeting contract requirements and managing subcontractors and field crews. Approximately one half mile of stream was re-meandered. Emergent, sedge meadow, wet prairie, prairie and savanna communities were restored.. All performance standards were met at the end of the five year monitoring and management period and the project has received sign-off from the USACE for successful wetland mitigation.

Messenger Woods State Nature Preserve Wetland Mitigation, Openlands, New Lenox, Illinois – Senior Ecologist for this 90-acre wetland mitigation and restoration project. Site management included native prairie and wetland seeding, installation of 80,000 wetland plugs, installation of native trees and shrubs, invasive species management, prescribed burning, monitoring and reporting. Responsible for managing budgets and schedules, meeting contract requirement, managing subcontractors and field crews. Emergent, sedge meadow, wet prairie, prairie and savanna communities were restored. All performance standards were met at the end of the five year monitoring and management period and the project has received sign-off from the USACE for successful wetland mitigation.

McLean Boulevard Fen Nature Preserve, Forest Preserve District of Kane County, Elgin, Illinois – Project Manager for the ecological management of this nine-acre fen. Selective herbicide applications were conducted to reduce reed canary grass and common reed. Selective clearing included removing common buckthorn and box elder that were encroaching on seeps. Seed was collected on site and redistributed in cleared areas so no new genotypes were introduced in the fen.

Anderson River Watershed Diagnostic Study, Perry, Spencer, Dubois and Crawford Counties, Indiana – Lead field ecologist for this 164,000 acre watershed diagnostic study. Performed bioassessments using the USEPA's Rapid Bioassessment Protocol II and III. Evaluated streams using the Ohio EPA's Qualitative Habitat Evaluation Index. Low volume flow and high volume flow chemical analysis of water quality was conducted to determine the effects that field run-off have on the river system. A late summer macroinvertebrate community analysis and survey of riparian habitat were also conducted. Identified all macroinvertebrate specimens for this survey. A statistical analysis was conducted to show the relationship between physical, chemical and habitat factors compared to the biological quality.

Barr Creek Post Construction Monitoring, Vanderburgh County, Indiana – The Vanderburgh County Soil and Water Conservation District and the Indiana Department of Natural Resources retained V3 to perform post-construction monitoring study. Mr. Levernier is the field ecologist for this project. The study includes an analysis of historical trends in land use and how it corresponds to water quality changes, an evaluation of land and water conservation practices. A spring and fall analysis of water chemistry, analysis of benthic macroinvertebrate communities, and an evaluation of habitat are being conducted at this site. A statistical analysis was conducted to show the relationship between physical, chemical and habitat factors as they compare to biological quality.

Duck Creek Watershed Diagnostic Study, Franklin County, Indiana – The Franklin County Soil and Water Conservation District and the Indiana Department of Natural Resources retained V3 to perform water quality analysis. This study included an analysis of current and historical trends in land use and how it corresponds to water quality changes. An evaluation of land and water conservation practices was also conducted. An analysis of macroinvertebrates communities and an evaluation of habitat were conducted at six locations during the spring. Water chemistry was



WALLY LEVERNIER

Project Manager & Senior Ecologist

conducted during base flow and high flow. An analysis was done to show the relationship between physical, chemical, and biological elements of the creek. With the data that was collected, recommendations were given to improve water quality and habitat in areas of the watershed.

Lost River Water Quality Analysis, Orange County, Indiana – The Orange County Soil and Water Conservation District and the Indiana Department of Natural Resources retained V3 to perform water quality analysis. Lost River is a karst river system that included a sampling station in Tolliver Cavern that required spelunking. Study tasks include an analysis of historic trends in land use as it relates to water quality; an evaluation of current and past land and water conservation practices. Low volume flow and high volume flow chemical analysis of water quality are taken to see the effects that field run-off has on the river system. A late summer macroinvertebrate community analysis and survey of riparian habitat will also be conducted. A statistical analysis was conducted to show the relationship between physical, chemical, and habitat factors compared to the biological quality. Mr. Levernier is the field ecologist for this study (2004).

Prescribed Burn Management – V3's prescribed burn coordinator during burn season. This includes coordinating burn permits with local and regional agencies and the Illinois Environmental Protection Agency, scheduling burns factoring in weather conditions to safely and effectively conduct burns and leading prescribed burns. Prescribed burns are conducted in marshes, sedge meadows, prairies and savanna ecosystems in rural, urban and suburban settings throughout the Chicagoland area and range in size from less than one acre to 300 acres.

Endangered Species Surveys – Conducted biological and habitat surveys for the federally endangered Indiana Bat (*Myotis sodalis*) at three sites using mist netting to capture bats and participating in tree surveys to locate possible habitat for Indiana Bats. Participated in biological surveys for the state threatened lowa Darter (*Etheostoma exile*) and Blackchin Shiner (*Notropis heterodon*) surveys at two sites using minnow traps, seining and backpack electrofishing. Has conducted biological or habitat surveys at three sites for the state threatened Blanding's Turtle (*Emydoidea blandingii*). Used road cruising and squareframe mesh turtle trap-sets to try and locate a Blanding's Turtle.

Aquatic Plant Surveys – Participated in the aquatic plant surveys for various lakes in Indiana. Followed protocols provided in the aquatic plant management plan that were established by the Indiana Department of Natural Resources Lake and River Enhancement Program. Found Indiana State Endangered Northeastern bladderwort (*Utricularia resupinata*).

Bat Surveys

Dutch Creek Estates Lot 5&6, Fox Development Corporation, Johnsburg, Illinois - A habitat survey was conducted in order to determine how favorable habitat was for Indiana bats (*Myotis sodalis*). The survey took into account surrounding land use, canopy cover, understory development, and also located potential roost trees.

Winn Property (1,000 Oaks), KLM Builders, Spring Grove, Illinois - A habitat survey was conducted in order to determine how favorable habitat was for Indiana bats (*Myotis sodalis*). The survey took into account surrounding land use, canopy cover, understory development, and also located potential roost trees.

Dalitsch Property, Lake Forest Land Development, Inc., Lake Forest, Illinois - Biological and habitat surveys for the federally endangered Indiana bat (*Myotis sodalis*) were conducted. Biological surveys consisted of conducting mist netting surveys to capture and identify bat species present in the project area. Habitat surveys were conducted in order to determine how favorable habitat was for Indiana bats. The survey took into account surrounding land use, canopy cover, understory development, and also located potential roost trees.

Vermillion Rise Mega Park Wetland Mitigation Bank, Newport Chemical Depot Reuse Authority & Indiana Department of Natural Resources, Newport, Indiana – Habitat Conservation Plan for Indiana and northern long-eared bats, which is creating and restoring bat habitat while taking into account the roosting and foraging preference of each species and balancing that with current and future surrounding land use.

		AGENDA I	гем Е	XECU	TIVE S	UMMAl	RY	
	Title:	Recommenda and Approve						cedure
TIM		Concrete Res						
ST. CHARLES	Presenter:	AJ Reineking						
S I N C E 1 8 3 4								
Please check appr	opriate box:							
Governme	nt Operations		X	Gove	ernment	Services	s 07.25.16	
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Estimated Cost:	\$60,000	Budgeted:			YES	X	NO	
	.1	Budgeted Pr	roject A	moun	t/Engine	ers Estii	mate:	<u>-</u>
If NO, please expl	ain how item will	be funded:						
Executive Summ	ary:							
materials. However immediate attention work is performed. In addition, several concrete restoration in-house resources. The City is current project. Since this would be a time and for this project and Construction has a projects, as well as staff resources. Attachments: (plane)	on. Some of these of in conjunction with all locations have been requiring technics. tly under contract is construction project of cost savings by divide the appropriate agreed to hold their is others that exceet	areas are trip haza ith driveway/parki een identified thro cal ADA grading, with Geneva Con ect was competiti negotiating a con ate unit prices as b r unit prices from	ards ide ing lot in oughour , or cover struction vely bid tract would their S	entified replace the coering learning learning learning learning the	by staff ement proportion ommunitarge area the South er this year neva Con yler Roa rogram (f, while ojects by that are as beyone Tyler I ear year, enstruction of the contract	re in need on the scop Road Cons staff felt ton Companet. Geneva	of oe of our truction here by directly ove
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Recommendation	ı / Suggested Acti	on (briefly explai	n):					
Recommendation Restoration with C			-	-				ete

Agenda Item Number: 4.0

For office use only:

REQUEST FOR WAIVING BID PROCEDURE

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

Geneva Construction Company PO Box 998 Aurora, IL 60507

For the purchase of: Supplemental Concrete Restoration Work

At a combined total cost not to exceed: \$60,000.00

Geneva Construction Company was the low bidder for the 2016 South Tyler Road Rehabilitation Program and has agreed to hold their pricing for this project.

Other Quotations Received: None
Date: <u>07/25/16</u>
Requested by:
Department Director:
Purchasing Manager:
Committee Chairman:

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



South Tyler Road Rehabilitation Bid Opening - April 8, 2016

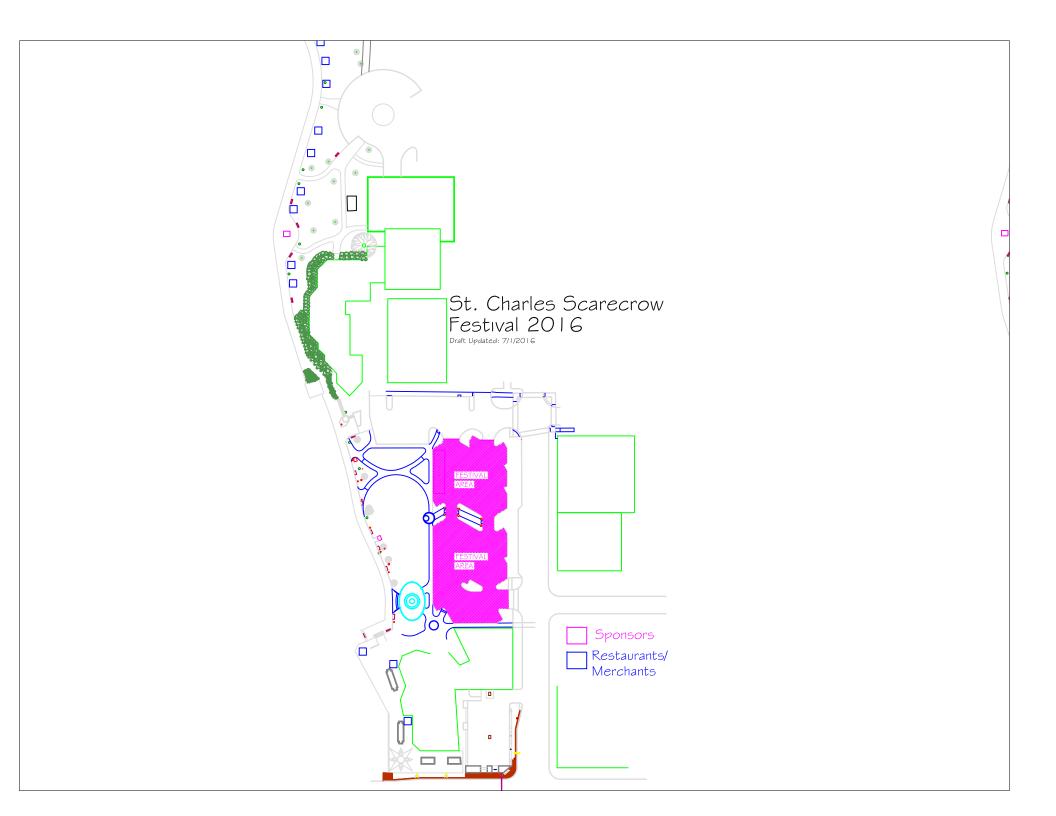
Item No	l have	Linis	Geneva Construction Company
Item No.	Items TREE REMOVAL (6 TO 15 UNITS DIAMETER)	Unit	Unit Price
20100110	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	\$ 100. \$ 23.
20400800	FURNISHED EXCAVATION	CU YD	
20800150	TRENCH BACKFILL	CU YD	\$ 40. \$ 50.
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	\$ 1.
21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	\$ 4.
25000400	NITROGEN FERTILIZER NUTRIENT	POUND	\$ 2.
25000500	PHOSPHORUS FERTILIZER NUTRIENT	POUND	\$ 2.
25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	\$ 2.
25200110	SODDING, SALT TOLERANT	SQ YD	\$ 6.
25200200	SUPPLEMENTAL WATERING	UNIT	\$ 1.
28000510	INLET FILTERS	EACH	\$ 100.
30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	\$ 29.
30300112	AGGREGATE SUBGRADE IMPROVEMENT 12"	SQ YD	\$ 11.
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	\$ 0.
40600625	LEVELING BINDER (MACHINE METHOD), N50	TON	\$ 60.
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	\$ 5.
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	\$ 53.
40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	\$ 60.
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	\$ 55.
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	\$ 5.
42400800	DETECTABLE WARNINGS	SQ FT	\$ 18.
44000100	PAVEMENT REMOVAL	SQ YD	\$ 5.
44000159	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/2"	SQ YD	\$ 3.
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	\$ 6.
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	\$ 4.
44000600	SIDEWALK REMOVAL	SQ FT	\$ 1.
44201717	CLASS D PATCHES, TYPE II, 6 INCH	SQ YD	\$ 40.
44201721	CLASS D PATCHES, TYPE III, 6 INCH	SQ YD	\$ 40.
44300100	AREA REFLECTIVE CRACK CONTROL TREATMENT	SQ YD	\$ 1.
550A0340	STORM SEWERS, CLASS A, TYPE 2 12"	FOOT	\$ 50.
60108104	PIPE UNDERDRAINS, TYPE 1, 4"	FOOT	\$ 30.
60207915	CATCH BASINS, TYPE C, TYPE 11V FRAME AND GRATE	EACH	\$ 3,200.
60236825	INLETS, TYPE A, TYPE 11V FRAME AND GRATE	EACH	\$ 2,200.
60251520	CATCH BASINS TO BE ADJUSTED WITH NEW TYPE 11V FRAME AND GRATE	EACH	\$ 715.
60256700	MANHOLES TO BE ADJUSTED WITH NEW TYPE 11 FRAME AND GRATE	EACH	\$ 715.
60261320	INLETS TO BE ADJUSTED WITH NEW TYPE 11V FRAME AND GRATE	EACH	\$ 715.
60500050	REMOVING CATCH BASINS	EACH	\$ 150.
60500060	REMOVING INLETS	EACH	\$ 100.
00300000	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	FOOT	\$ 32.
60605000	COMBINATION CONCRETE CORB AND GOTTER, TIPE 8-0.24		
67100100	MOBILIZATION	LSUM	\$ 20,000.
67100100 70106800	MOBILIZATION CHANGEABLE MESSAGE SIGN	LSUM CAL MO	\$ 20,000. \$ 800.
67100100 70106800 78000400	MOBILIZATION CHANGEABLE MESSAGE SIGN THERMOPLASTIC PAVEMENT MARKING - LINE 6"	LSUM CAL MO FOOT	
67100100 70106800 78000400 78000650	MOBILIZATION CHANGEABLE MESSAGE SIGN	LSUM CAL MO FOOT FOOT	\$ 800.
67100100 70106800 78000400 78000650 78300100	MOBILIZATION CHANGEABLE MESSAGE SIGN THERMOPLASTIC PAVEMENT MARKING - LINE 6" THERMOPLASTIC PAVEMENT MARKING - LINE 24" PAVEMENT MARKING REMOVAL	LSUM CAL MO FOOT FOOT SQ FT	\$ 800. \$ 1.
67100100 70106800 78000400 78000650 78300100 X0327611	MOBILIZATION CHANGEABLE MESSAGE SIGN THERMOPLASTIC PAVEMENT MARKING - LINE 6" THERMOPLASTIC PAVEMENT MARKING - LINE 24" PAVEMENT MARKING REMOVAL REMOVE AND REINSTALL BRICK PAVER	LSUM CAL MO FOOT FOOT SQ FT SQ FT	\$ 800. \$ 1. \$ 6. \$ 0.
67100100 70106800 78000400 78000650 78300100 X0327611 X6061610	MOBILIZATION CHANGEABLE MESSAGE SIGN THERMOPLASTIC PAVEMENT MARKING - LINE 6" THERMOPLASTIC PAVEMENT MARKING - LINE 24" PAVEMENT MARKING REMOVAL REMOVE AND REINSTALL BRICK PAVER COMBINATION CONCRETE CURB AND GUTTER, TYPE B (MODIFIED)	LSUM CAL MO FOOT FOOT SQ FT SQ FT FOOT	\$ 800. \$ 1. \$ 6. \$ 0.
67100100 70106800 78000400 78000650 78300100 X0327611 X6061610 X7010216	MOBILIZATION CHANGEABLE MESSAGE SIGN THERMOPLASTIC PAVEMENT MARKING - LINE 6" THERMOPLASTIC PAVEMENT MARKING - LINE 24" PAVEMENT MARKING REMOVAL REMOVE AND REINSTALL BRICK PAVER COMBINATION CONCRETE CURB AND GUTTER, TYPE B (MODIFIED) TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	LSUM CAL MO FOOT FOOT SQ FT SQ FT FOOT LSUM	\$ 800. \$ 1. \$ 6. \$ 0.
67100100 70106800 78000400 78000650 78300100 X0327611 X6061610 X7010216 Z0013798	MOBILIZATION CHANGEABLE MESSAGE SIGN THERMOPLASTIC PAVEMENT MARKING - LINE 6" THERMOPLASTIC PAVEMENT MARKING - LINE 24" PAVEMENT MARKING REMOVAL REMOVE AND REINSTALL BRICK PAVER COMBINATION CONCRETE CURB AND GUTTER, TYPE B (MODIFIED) TRAFFIC CONTROL AND PROTECTION, (SPECIAL) CONSTRUCTION LAYOUT	LSUM CAL MO FOOT FOOT SQ FT SQ FT FOOT LSUM LSUM	\$ 800. \$ 1. \$ 6. \$ 0. \$ 10.
67100100 70106800 78000400 78000650 78300100 X0327611 X6061610 X7010216	MOBILIZATION CHANGEABLE MESSAGE SIGN THERMOPLASTIC PAVEMENT MARKING - LINE 6" THERMOPLASTIC PAVEMENT MARKING - LINE 24" PAVEMENT MARKING REMOVAL REMOVE AND REINSTALL BRICK PAVER COMBINATION CONCRETE CURB AND GUTTER, TYPE B (MODIFIED) TRAFFIC CONTROL AND PROTECTION, (SPECIAL) CONSTRUCTION LAYOUT DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	LSUM CAL MO FOOT FOOT SQ FT SQ FT FOOT LSUM LSUM EACH	\$ 800. \$ 1. \$ 6. \$ 0. \$ 10. \$ 23. \$ 20,000. \$ 420.
67100100 70106800 78000400 78000650 78000100 X0327611 X6061610 X7010216 Z0013798	MOBILIZATION CHANGEABLE MESSAGE SIGN THERMOPLASTIC PAVEMENT MARKING - LINE 6" THERMOPLASTIC PAVEMENT MARKING - LINE 24" PAVEMENT MARKING REMOVAL REMOVE AND REINSTALL BRICK PAVER COMBINATION CONCRETE CURB AND GUTTER, TYPE B (MODIFIED) TRAFFIC CONTROL AND PROTECTION, (SPECIAL) CONSTRUCTION LAYOUT DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED B4.12 COMB. CONCRETE CURB & GUTTER (SPECIAL)	LSUM CAL MO FOOT FOOT SQ FT SQ FT FOOT LSUM LSUM EACH FOOT	\$ 800. \$ 1. \$ 6. \$ 0. \$ 10. \$ 23. \$ 20,000. \$ 2,500.
67100100 70106800 78000400 78000650 78300100 X0327611 X6061610 X7010216 Z0013798	MOBILIZATION CHANGEABLE MESSAGE SIGN THERMOPLASTIC PAVEMENT MARKING - LINE 6" THERMOPLASTIC PAVEMENT MARKING - LINE 24" PAVEMENT MARKING REMOVAL REMOVE AND REINSTALL BRICK PAVER COMBINATION CONCRETE CURB AND GUTTER, TYPE B (MODIFIED) TRAFFIC CONTROL AND PROTECTION, (SPECIAL) CONSTRUCTION LAYOUT DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	LSUM CAL MO FOOT FOOT SQ FT SQ FT FOOT LSUM LSUM EACH	\$ 800. \$ 1. \$ 6. \$ 0. \$ 10. \$ 23. \$ 20,000. \$ 420.

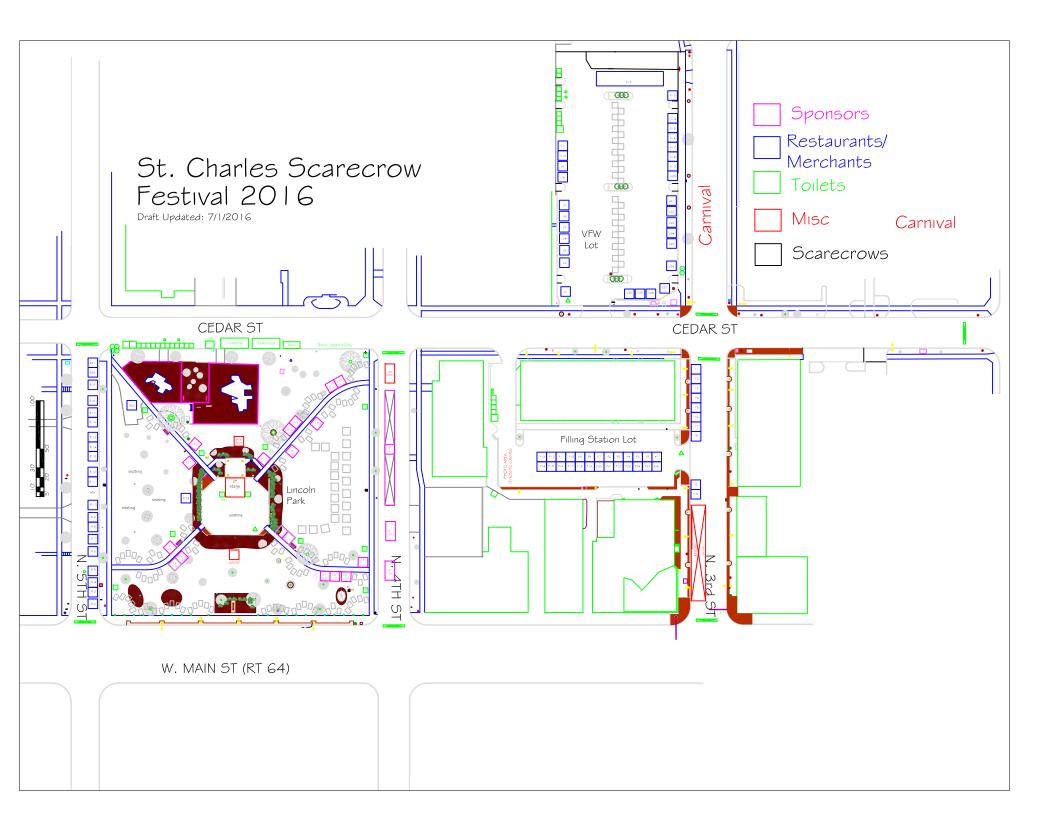
AGENDA ITEM EXECUTIVE SUMMARY Recommendation to Approve Street and Parking Lot Title: Closures and Amplification for the 2016 Scarecrow **Festival** Chief Keegan Presenter: SINCE 1834 Please check appropriate box: Government Services 07.25.16 **Government Operations** X Planning & Development City Council **Public Hearing** Estimated Cost: Police: \$13,062.50 Budgeted: YES NO Fire & EMA: \$2,152.00 PW: \$13,486.60 Total: \$28,691.10 If NO, please explain how item will be funded: Event coordinator is responsible for 100% reimbursement of all City services utilized during the Scarecrow Festival. **Executive Summary:** This special event application was submitted on May17, 2016. The special event committee met on June 30th to discuss the event with members of the St. Charles Convention & Visitors Bureau and Ravenswood Events. The 2016 Scarecrow Festival will be held on October 7-9, 2016. 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 (2) * Street Closure Request **Recommendation / Suggested Action** (briefly explain):

Recommendation to approve street and parking lot closures and amplification for the 2016 Scarecrow Festival.

Agenda Item Number: 5.a

For office use only:





Updated: 5/4/16

Street Closings, Parking Lot & Designated Handicapped Parking Requests St. Charles Scarecrow Fest October 7-9, 2016 (including set-up October 5 & 6, 2016)

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 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).
- 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: 5/4/16

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 grassy areas in new Municipal lot (in cooperation with public works)
- Permission to use land along the Freedom Walk from Main Street bridge north to Pottawatomie Park for vendors.
- Permission to use walkway/courtyard to the south and west of the Municipal Center for children's activities and select vendors.
- 7. Permission to place tents on Fourth Street between Main and Cedar Streets, west side
- 8. Permission to place tents on Fifth Street between Main and Cedar Streets, east side flush against the park.
- 9. 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 7-9 (open to public dates)

Lincoln Park & VFW tent set up (south side of park & gazebo) Wednesday and Thursday, October 5 & 6: 8am-10pm. As always, due consideration will be a priority for students of St. Patrick.

Event Days

Friday and Saturday October 7 and 8: 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 First Street. East of the river from Haines and Thompson Middle Schools to St. Patrick's Church.