

**AGENDA
CITY OF ST. CHARLES, IL
GOVERNMENT SERVICES COMMITTEE MEETING
WILLIAM TURNER, CHAIRMAN**

**MONDAY, MARCH 27, 2017, 7:00 P.M
CITY COUNCIL CHAMBERS
2 E. MAIN STREET, ST. CHARLES, IL 60174**

1. CALL TO ORDER

2. ROLL CALL

3. ADMINISTRATIVE

- a. Electric Reliability Report – Information only.
- b. Active River Project Update – Information only.
- c. Tree Commission Minutes – Information only.

4. POLICE DEPARTMENT

- a. Recommendation to approve Street and Parking Lot Closures and Use of Amplification Equipment for the 2017 Fox Valley Marathon.
- b. Recommendation to approve Street Closure for Baker Memorial Church Car Washes to be held on May 20 and July 15, 2017.
- c. Recommendation to approve a Purchase Order with Brandonisio & Company for St. Charles Police Public Safety Training Facility Range Maintenance.
- d. Recommendation to approve Parking Lot, Street Closure and Use of Amplification Equipment for St. Charles Cruise Nights.

5. PUBLIC WORKS DEPARTMENT

- a. Consideration and Approval of Business Terms for an RFP to Sell the City Owned Building at 107-109 East Main Street (Former George's Sport).
- b. Recommendation to Approve Lease Agreement for Baker Memorial United Methodist Church of St. Charles Parking Lot.

- c.** Presentation of Urban Forestry Management Plan – Information only.
- d.** Presentation of Smart Thermostat Program – Information only.
- e.** Recommendation to approve Purchase Order with CG Power Systems for Legacy Substation Transformer.
- f.** Recommendation to approve Purchase Order with V&S Schuler Engineering, Inc. for Legacy Substation Bus Work and Structures.
- g.** Recommendation to approve Revised Solar Siting Agreement and Easement with IMEA.
- h.** Recommendation to approve Traffic Signal Maintenance Contract with Meade, Inc.
- i.** Recommendation to award Contract for Roadway Testing Services to Infrastructure Management Services (IMS).
- j.** Presentation of Proposed 2017 Roadway Projects.
- k.** Recommendation to approve Renewal of the Farm Land Lease and Biosolids Application Agreement.
- l.** Recommendation to award Contract Amendment Agreement for Engineering Services for Sub-Basin SC02 Flow Monitoring Study to Engineering Enterprises, Inc.
- m.** Recommendation to award Agreement for Engineering Services for Sub-Basin WOR –West Flow Monitoring Study to Engineering Enterprises, Inc.
- n.** Recommendation to award Proposal for Materials Storage Structure.
- o.** Recommendation to award the Bid for Streetlight Maintenance Services.
- p.** Recommendation to award the Bid for Hauling Services.
- q.** Recommendation to award the Bid for Stone and Gravel Materials.
- r.** Recommendation to award the Bid for Asphalt Materials.

6. EXECUTIVE SESSION

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

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

8. ADJOURNMENT

ADA Compliance

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



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 3.a

Title: Electric Reliability Report – Information Only

Presenter: Tom Bruhl

Meeting: Government Services Committee

Date: March 27, 2017

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

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

For Information Only.

Attachments *(please list):*

* February 2017 Outage Report

Recommendation/Suggested Action *(briefly explain):*

For information only.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 3.b

Title: Active River Project Update – Information Only

Presenter: Chris Adesso

Meeting: Government Services Committee

Date: March 27, 2017

Proposed Cost: \$ N/A

Budgeted Amount: \$ N/A

Not Budgeted:

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

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

Attachments *(please list):*

* Status Update Memo from WBK Engineering * February 6, 2017 - Task Force Meeting Minutes

Recommendation/Suggested Action *(briefly explain):*

None – For information only.

MEMORANDUM

Date: March 27, 2017

To: City of St. Charles Government Services Committee c/o Chris Adesso

CC: Peter Suhr
Holly Cable

From: Greg Chismark

Subject: St. Charles River Park Concept Feasibility Update

The following memo provides a brief status update of project progress and activities moving forward.

The project team has completed three of the five primary tasks for the project including Data Collection, Field Survey / Base Map Production and Existing Conditions Hydraulic Analysis. The team is currently engaged in the task anticipated to be the most time consuming and challenging; Alternatives Development & Analysis. From project objectives identified in the River Corridor Master Plan, as well as coordination / stakeholder meetings, a global set of alternatives were contemplated and the alternatives were reduced to three primary site geometric options based on the project scope and constraints. The primary project constraint considered is maintaining the river pool north of UPRR trestle to support current usage and aesthetics. The project team is currently vetting and refining these options based on stakeholder input, engineering investigation of various river flow rates and the desire to create a range of feasible alternatives for discussion with State regulators. From the Alternatives identified, a proposed conditions hydraulic model will be developed for one alternative to verify project function and establish concept level feasibility. After the concept is validated coordination with IDNR will occur to identify the permit process and timeframe. Concept level costs will be determined as well as potential funding sources. The deliverable is an executive summary along with River Park Alternative exhibits and presentation to City Council. It is anticipated the project will be completed this June.

I may be contacted directly at 630-443-7755 with any questions, comments or concerns.

**MINUTES
ACTIVE RIVER TASK FORCE MEETING
ST. CHARLES
JOHN RABCHUK, CHAIRMAN
FEBRUARY 6, 2017**

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

Members Absent: Chris Bong, Monica Meyers, John Wessel

Others Present: Tom Anderson, Tony Zehnder, Isabel Soderlind

Visitors Present: Karen Laskowski

1. Introductions

Trish Beckjord invited Karen Laskowski to attend this meeting. Karen introduced herself and mentioned that she had worked at the County of DuPage Stormwater Management Department for the past 26 years. Her expertise is in wetland programs and watershed planning.

All members present introduced themselves to Karen.

2. Call to Order

The meeting was convened by John Rabchuk at 8:03 a.m.

3. Minutes Review and Approval

Motion was made to accept and place on file the minutes of the January 9, 2017 Active River Task Force meeting minutes.

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

Voice vote: Ayes: Unanimous; Nays: None; Absent: Chris Bong, Monica Meyers, John Wessel

Motion carried at 8:05 a.m.

4. Preliminary Meeting Active River Project, City and Park District with Corporate/Philanthropic Funding Source

John Rabchuk spoke last week with the potential corporate philanthropic funding source who initially met with Mark Koenen, Holly Cabel and John Rabchuk earlier this year. They have requested a follow up meeting with John and will contacting him with some meeting dates relatively soon.

A. Additional Potential Corporate Donor Asked to Become a Sponsor

LaFarge has expressed interest in becoming a potential corporate sponsor for the project. John Rabchuk was at LaFarge to purchase two large stones for the Bob Leonard Walk and the Windy Motion location. He mentioned the Active River Project and showed the sales and general managers the handout Jim Enck prepared. Both the sales and general manager expressed interest sponsoring the project. John Rabchuk will continue to follow up with them in the future.

B. Discuss Timing for Efforts to Solicit Philanthropic Funding

John Rabchuk suggested this task force focus on identifying potential funding sources for the project until the feasibility study is completed and presented to Council. Holly Cabel recommended John create an initial list of potential philanthropic corporations and categorize them into “donations” and “grants”. John will create a list and circulate it via email to the remaining members of the task force. The members can then add other potential funding sources to the list.

The following were identified as potential funding sources:

- LaFarge
- Ozinga
- Nicor
- Dunham Foundation
- Unilock

5. Marketing, Publicity and Community Outreach

A. River Corridor Foundation Public Outreach Committee Direction and Discussion

i. Active River Project Handout – Rick Brems

Rick Brems has made all the recommended revisions to the project handout. The handout will be an asset when discussing the project to potential donors and organizations (See attached.) The cost of the handout is \$354 for 1000 copies. John Rabchuk confirmed The River Corridor Foundation had already committed \$500 towards the publicity materials. Rick requested authorization to print this draft.

Discussion took place on the graphics and verbiage on the handouts. The group agreed to move forward and print the handouts as is.

B. Pottawatomie Garden Club Presentation Scheduled for Monday, July 24, 2017, 1:00 – 1:45 PM at Baker Methodist Church

A meeting is already scheduled with the Pottawatomie Garden Club for Monday, July 24, 2017. It will be held at the Baker Methodist Church from 1:00 to 1:45 p.m. in the Kiwanis Room. John Rabchuk and Rick Brems will create a PowerPoint presentation for this meeting.

John Rabchuk also met with the Downtown Partnership on Friday and they offered to get involved in the Active River Project. Trish Beckjord and Rick Brems supported the idea of engaging the Downtown Partnership and other business

groups on the project. They felt these groups may be an asset in promoting the project to others. There may also be opportunities to collaborate together on some mutual projects.

Trish also suggested scheduling a couple of separate Active River Project presentations after the Feasibility Study is presented to Council. She recommended hosting a presentation exclusively to business leaders and members that belong to the Chamber of Commerce, Downtown Partnership and Convention and Visitors Bureau. A separate presentation should be held for the general public.

The political climate of the country may also prove to impact this project in the future. John mentioned there is a position paper to end all EPA funding, which may impact EPA as a funding source for this project. On the upside, there are political discussions about improving infrastructure; strategizing the project as an infrastructure improvement may be an option.

6. Member Organization Updates

A. Park District

Holly Cabel did not have any specific updates. At this point, the discussions have been ideas and thoughts; therefore, she has not taken any of these concepts to the board. Projects planned for this year include:

- Phase I of Boy Scout Island
- RFQ on Phase I of Golf Course Stabilization
- Limited monies are also available under professional services for the circulation bike trail through Pottawatomie Park

In addition, Trish Beckjord spoke to David Yocca from the Conservation Design Forum (CDF) regarding the floating islands in Lake Ellyn. Per Mr. Yocca, CDF believes they came up with the best solution of anchoring the floating islands due to the storm water conditions of the lake. At this point, the CDF plans to install only one island on an experimental basis.

i. River Corridor Foundation – Floating Islands

John Rabchuk viewed the engineering feasibility study last Friday. There are approximately three different preliminary designs that may work depending on the hydrology of the river and the conditions of the river bottom. Scott Shipley has not had the opportunity to review the preliminary concept designs so it may change. It has been determined however the floating islands in the lagoon will not work. This is primarily due to the channel directing the water away from Boy Scout Island. Even with culverts installed the amount of water going into the lagoon would be minimal. The lagoon could still be a kayaking course, but more of a marshland and osprey station.

ii. Kiwanis – Signature Project Letter Being Distributed

The local chapter of Kiwanis Club has allocated some monies to fund a signature project in the area. John mentioned Kiwanis will be mailing out two dozen letters to local organizations/groups soliciting signature project ideas that may need funding assistance. The project needs to meet the criteria established by the committee to receive funding, but foremost, it needs to benefit children. This task force, the City of St. Charles and the St. Charles Park District will be receiving a letter.

Karen Laskowski suggested creating a children sensory garden as a potential project.

B. River Corridor Foundation

i. Bob Leonard Walkway Landscaping and Furnishings Project

John Rabchuk recommended stopping by the area and taking a look at the Bob Leonard Walk. Furnishings have been installed and the area looks very nice. One plaque needs to be remounted in concrete but the rest of the bench plaques will be installed the end of March, as weather permits.

ii. Gratitude’ Sculpture Project – Planned along Bob Leonard Walkway for 2018

Al Patten, from the River Corridor Foundation, is heading the Gratitude Sculpture project on the north end of the Bob Leonard Walk. This project will take a couple of years complete and it will need funding.

C. City of St. Charles

i. Engineering Feasibility Study Update

Chris Adesso and Peter Suhr met with Greg Chismark and Scott Shipley last week to discuss the preliminary concepts prepared by WBK. One concept was consistent with the master plan, in terms of looks and geometry; the other was different in and it incorporated different features. The information was reviewed and discussed.

Chris mentioned there is a defined channel in the sediment, extending underneath the trestle bridge and running perpendicular to the dam. This indicates the regular flow, or channel, of the river is centered on the dam. In addition, the information revealed there wasn’t as much sediment behind the dam as previously thought.

WBK presented a third concept. Scott Shipley will now examine all three concepts. It may take him a couple of weeks to review the plans and then it will be presented to Council.

A few high level discussions have taken place regarding the features on the river in regards to how they may or may not affect water levels, and the control structures. Chris Adesso mentioned this aspect of the concept study will be very important during the upcoming discussions and as to which option will be chosen.

Trish Beckjord asked if the discussions included the improvement of the fish passage and habitat restoration, Chris Adesso mentioned the current discussions were still too preliminary, but the concepts discussed so far have a lot of habitat improvements in mind. Once the specific concept is narrowed down, particular enhancements will be discussed and determined.

At a previous meeting the need for a watershed plan was discussed. Trish Beckjord recommended the meeting agenda should include a discussion on a watershed plan. This portion of the project will be a large undertaking in terms of timing, cost, and the amount of time it will take to complete. Karen Laskowski mentioned that, if it was needed, it will take a long time to complete. She added the EPA will sometimes fund a watershed plan, but in this particular case, this is a very large watershed.

Karen Laskowski confirmed that most agencies today require a watershed plan especially for funding purposes. She offered her services to start gathering information on the need and scope of the watershed study. She will reach out to her contacts to see what would be necessary for this project.

ii. Wind Emotions Kinetic Sculpture – City Installation Scheduled for Spring

The bid is currently out of the concrete foundations and site work at the Wind Emotions kinetic sculpture area. The bid will close on February 16. The sculptures should arrive mid to late March and the lights have been ordered. Chris Adesso would like to get as much of the project completed before April 31, weather permitting.

Chris also budgeted approximately another \$20,000 in next year's capital budget to complete this project. Of course, the budget will not be approved until April.

From a River Corridor standpoint, John Rabchuk cannot apply for the grant reimbursement until the project is completed. John will need to include a picture of at least the semi-completed project. He hopes to complete this process by the end of March or early April.

Jim Enck distributed a proposed landscaping drawing of the area, which will be included in next year's installations. (See attached.) Jim has incorporated Tom Anderson's request for a bench and the two signs. One sign will be on a boulder identifying the grant donations and the other will be a free standing City pedestal sign identifying the area. Trish Beckjord will give Jim some suggestions of native plant species to use on the project. Chris recommended reducing the size of the brick plaza on the drawing; otherwise he may have to apply for a revised Stormwater permit. The plaza material was also discussed.

Permeable concrete is too difficult to work with, but forced pavers could be considered.

Some maintenance work will also need to be completed. This includes work on the sidewalk, tuck pointing on the river wall and on the northern stairs. Jim Enck mentioned the landscape plans encourage pedestrians to stay away for the wall, due to the drop of the wall.

7. Other

John Rabchuk would like to resume meeting twice a month starting in March. This will be discussed and determined at the March meeting.

8. Adjourn

The next meeting is scheduled for March 6, at 8:00 a.m. at the Baker Memorial Community Center.

Motion by Chris Adesso to adjourn the meeting, second by Holly Cabel.

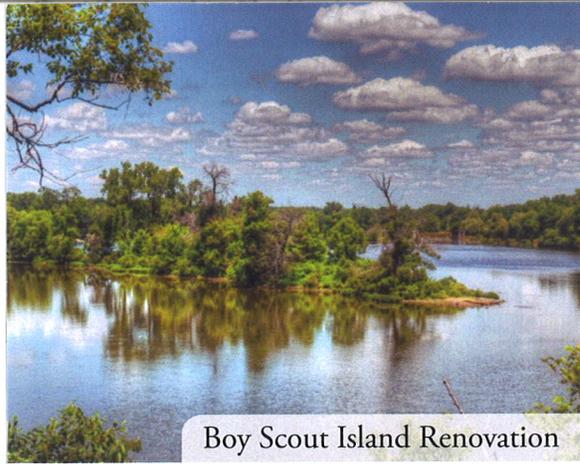
Voice vote: Ayes: unanimous; Nays – None Absent: Chris Bong, Monica Meyers, John Wessel

-Motion carried at 9:19 a.m.

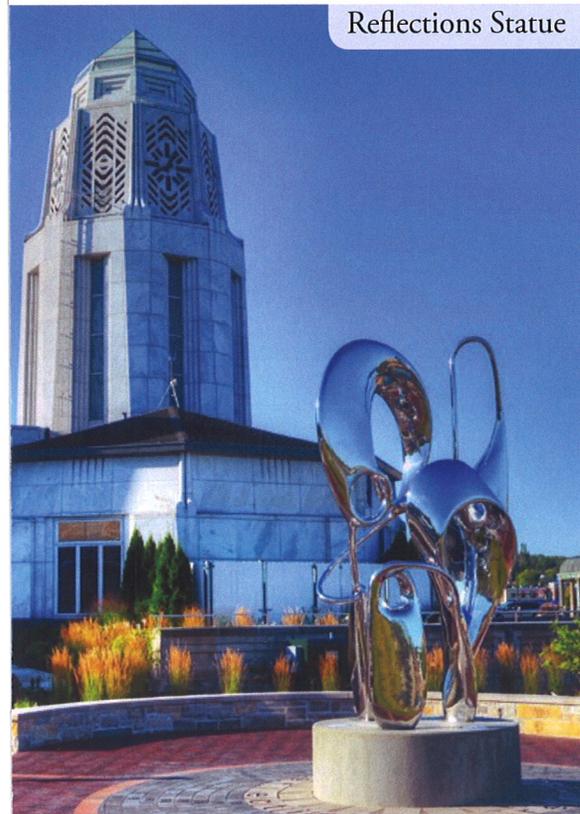


NEW DOWNTOWN LIFESTYLE

- Unique and Attractive Identity
- Expanded 'River Based' activities
- Improved connectivity to existing walk/bike trails
- Encourages new family / health-wellness opportunities
- Continued shoreline landscaping / stabilization
- Visual and performance art opportunities
- Enhance river environment / water quality
- Promote additional economic opportunities



Boy Scout Island Renovation



Reflections Statue

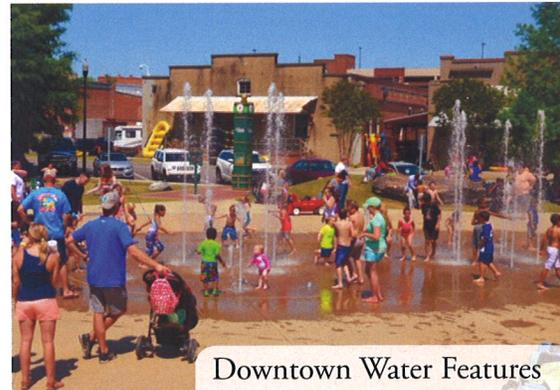


DESTINATION ST. CHARLES

an Active River Project

PARTNERSHIP OPPORTUNITIES

- **Public and private contributions - 'Investing in St. Charles'**
- **Grant funding**
- **Short term / Long term project plans**
- **Sculpture / visual arts donations**
- **Community / Educational involvement**
- **Ecological improvements**
- **Collaborative effort**

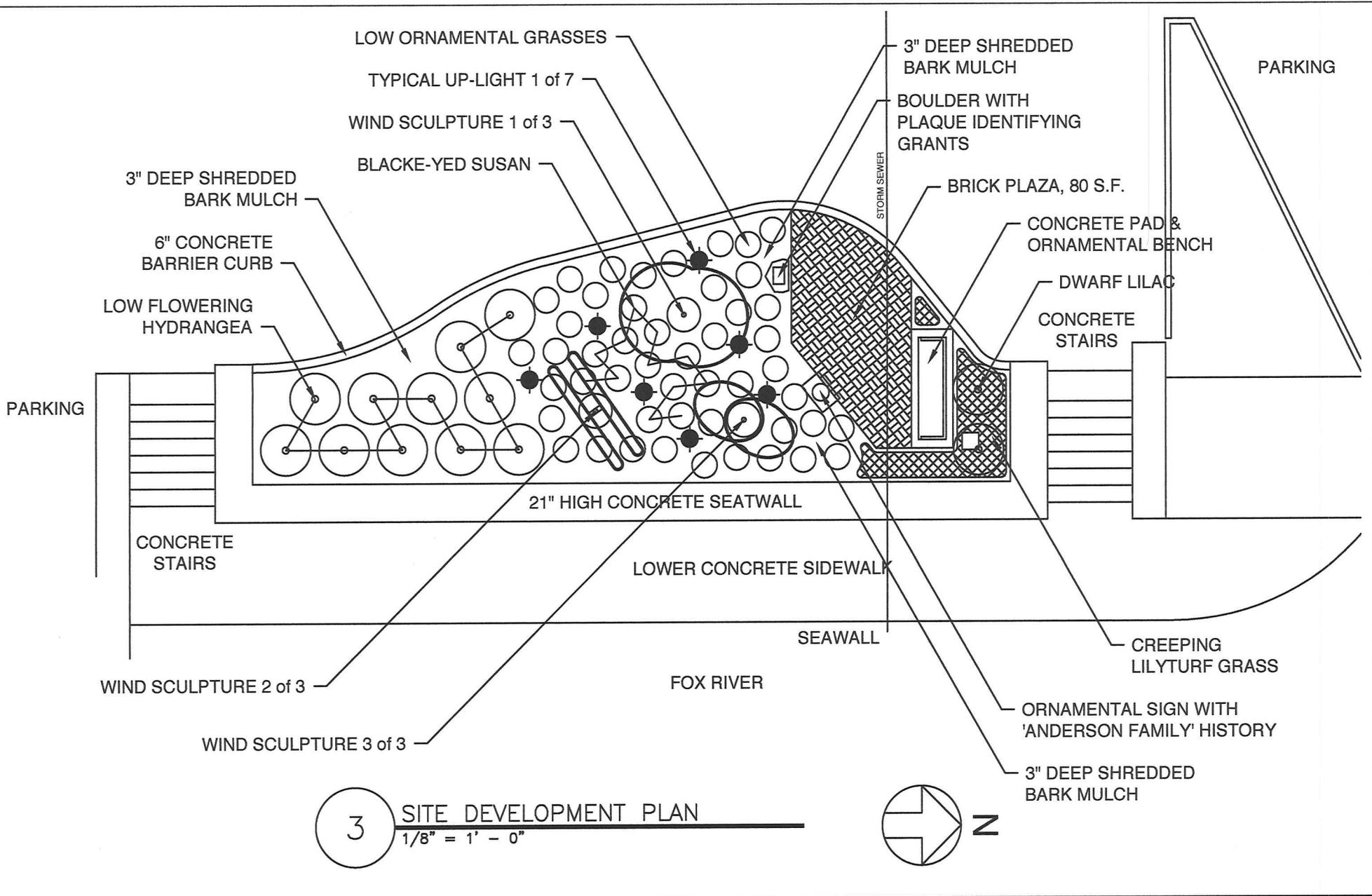


Downtown Water Features

ACTIVE RIVER TASK FORCE

City of St. Charles
St. Charles Park District
River Corridor Foundation
Kane County Forest Preserve

www.stcrivercorridor.org



Subject:	SITE OPTION No. 3		Date:	02/05/17	Revision:	Sketch No.:
	Project:	STATE STREET WIND SCULPTURE		Scale:		
				Project No.:		Drawing No.:



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 3.c

Title: Tree Commission Minutes – Information only

Presenter: AJ Reineking

Meeting: Government Services Committee

Date: March 27, 2017

Proposed Cost: \$ N/A

Budgeted Amount: \$ N/A

Not Budgeted:

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

A duty of the Tree Commission is to advise and consult with the Government Services Committee. The January 12, 2017 Tree Commission meeting minutes are attached.

Attachments *(please list):*

* Tree Commission Minutes – January 2017 meeting minutes.

Recommendation/Suggested Action *(briefly explain):*

For information only.

**MINUTES
CITY OF ST. CHARLES
TREE COMMISSION MEETING
RALPH GRATHOFF, CHAIRMAN
JANUARY 12, 2017**

Members Present: Chair. Ralph Grathoff, Valerie Blaine, Kathy Brens, Suzi Myers, Pam Otto, Caroline Wilfong, Ron Ziegler

Members Absent: Jon Duerr, Raymond Hauser

Others Present: Chris Adesso, Jeremy Craft, AJ Reineking, Lisa Vielbig

Visitors Present: None

1. Call to Order & Pledge of Allegiance

The meeting was convened by Chair. Grathoff at 7:04 p.m.

2. Minutes Review and Approval

Motion to approve the minutes of the November 10, 2016 Tree Commission meeting. Motion by Chair. Grathoff, second by Comm. Brens to approve the minutes. Voice vote: unanimous; nays – none. Motion carried at 7:10 p.m.

3. Old Business

A. Review of Urban Forestry Management Plan

Final review of the Urban Forestry Management Plan – Mr. Reineking has had the document reviewed for content and would like to take to the Government Services Committee meeting in February for their input and feedback. He also recommended an annual revision as an ongoing program. Mr. Reineking introduced the newly created Basic Tree Risk Assessment Form, which will be included with the Urban Forestry Management Plan. Several Commissioners expressed their appreciation and how impressed they were with the Plan.

4. New Business

A. News and Concerns from Public Works

1. Arbor Day Banners – Jeremy Craft reported that the number of Arbor Day banners has dwindled from 12 to approximately 6 and those remaining are looking tattered and old. Suggested having new banners created and asked for ideas from the Commission. Comm. Otto offered an example of a banner that could be modified to reflect St. Charles' specifics, including Tree City USA logo, an Arbor Day slogan and date. Orientation of sample to change to vertical format. Mr. Craft to contact St. Charles Downtown Partnership about making up new banners.
2. Tree Risk Assessment Form – This is a ISA Level 1 assessment form that will allow the Arbor Team to pinpoint any tree defects/conditions that may exist. The hope is to reduce any risk associated with the tree and identify next steps required for its care. This should streamline the process of tree inspection.
3. Arbor Day Checklist – Mr. Reineking reviewed the previous year's checklist and went over 2017 responsibilities with the Tree Commission and Public Works staff. The 2017 Tree of the Year is yet to be determined, as is the location of the planting site for the 2017 Arbor Day tree.

B. News of Concerns from Tree Commission

1. Per Comm. Wilfong, Davis Primary School has an interest in trying to coordinate planting of a tree with their volunteer appreciation day.
2. Comm. Myers mentioned that it would be nice to have as many Tree Commission members present at the Government Services Committee meeting when the Urban Forestry Management Plan is presented. She felt this would provide impact.

5. Committee Reports

None

A. Education Committee

None

B. Langum Park Clean Up

Comm. Otto reported Boy Scout Troop #13 is interested in participating in a park clean up and possibly having it become a continuous project/annual maintenance. Troop #13's Scout Leader will discuss with the Scout Master to see if he is interested. The Leader will also check with other Troops to see if there is any interest. Comm. Otto will advise once she receives feedback. Comm. Brens asked if this type of work would qualify for Eagle Scout project.

6. Communications

Approval of Public Services Division Tree Activity Reports for November and December 2016

Motion by Chair. Grathoff to approve the above-referenced reports. Motion by Comm. Myers, second by Comm. Brens. Voice vote: unanimous; nays – none. Motion carried at 7:47 p.m.

7. Additional Items

A. Commissioners

Comm. Brens announced that she partnering with the TriCity Exchange Club to sell tickets to raise money for the Exchange Club to support CASA and TriCity Family Services, among others groups that support young people. She can be contacted for purchase. Tickets are \$5 per ticket.

Maple Sugaring second weekend in March at Creek Bend Nature Center. Open to public – tapping trees March 11 and 12, 2017.

Comm. Wilfong thanked the City's Water Division and Public Works Department for their work.

Chair. Grathoff thanked Comm. Blaine for all her efforts on the Urban Forestry Management Plan.

B. City Staff

None

C. Visitors

None

8. Adjournment

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

Voice vote: unanimous; nays – none. Motion carried at 7:59 p.m.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4.a

Title:	Recommendation to Approve Street and Parking Lot Closures and Use of Amplification Equipment for the 2017 Fox Valley Marathon
Presenter:	Deputy Chief Kintz

Meeting: Government Services Committee

Date: March 27, 2017

Proposed Cost: **\$11,653.95**

PD: \$5,737.79

EMA: \$619.88

PW: \$4,368.28

FD: \$928.00

Budgeted Amount: \$

Not Budgeted:

Executive Summary (if not budgeted please explain):

This application was received in on February 22nd and the special events committee met with the event organizer on March 2nd.

The eighth annual Advocate Health Care Fox Valley Marathon is proposed for Sunday, September 17, 2017. The layout and route will be similar to the 2016 event. The biggest change this year is that the race will now start and finish on the Illinois Street Bridge. Runners will stage on the bridge. The race begins at 7:00 a.m., proceeding south on 1st Street to Route 31, and out of the city limits into Geneva and eventually to Aurora. The route then returns to St. Charles along Riverside Avenue, and finishes on the Illinois Street Bridge. Event organizers are also requesting that Municipal Lot B, (located behind the old River Rock House/Chord On Blues building) be closed on September 16 & 17 for the purposes of setting up “porta-johns” needed for the race participants and spectators. These had previously been set up in the area of the 1st Street Phase III construction.

- Illinois Street (between Rt. 31 and 2nd Ave) will be closed from 5:00 A.M. – 3:00 P.M. on Sunday, September 17.
- Portions of Prairie Street, Riverside Avenue and S. 1st Street will be closed as depicted in the attached event schematics.

The Kane County CASA Kid’s Marathon is proposed for Saturday, September 16, 2017, at 3:00 P.M. This race starts and finishes on 1st Street. For this race, a partial street closure will take place on Indiana Street between 1st Street and the Fox River between 2:55 p.m. and 3:45 p.m.

The event sponsors are also requesting the use of an amplification system (PA) on Illinois Street at the start and finish lines for the duration of the events on Saturday, September 16 from 3 p.m. – 4 p.m. and Sunday, September 17, 2017 from 6:15 a.m. – 1:30 p.m. Event sponsors were reminded by the Special Events committee to keep in consideration the surrounding neighborhoods when utilizing the amplification in the early Sunday morning hours.

The sponsors will ensure advance notification and promotion is done in the downtown area, with special emphasis on any business directly along the closure route.

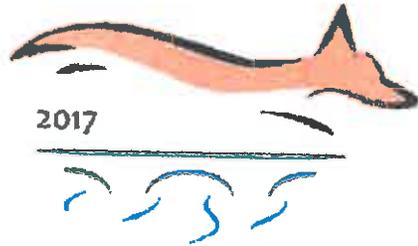
Attachments (please list):

* Map routes

Recommendation/Suggested Action (briefly explain):

Recommendation to approve street and parking lot closures and use of amplification equipment for the 2017 Fox Valley Marathon.

 Advocate Health Care
**FOX VALLEY
MARATHON**



September 17, 2017




CASA KANE COUNTY
**FOX valley
Kids
marathon**



September 16, 2017



Event Schematics

- FVM Road Schematics
- FVM Village Schematics
- FVM Kids Marathon Schematics

**STREET CLOSING
START SCHEMATIC
Sunday September 17, 2017**



BARRICADES

STREET CLOSINGS:

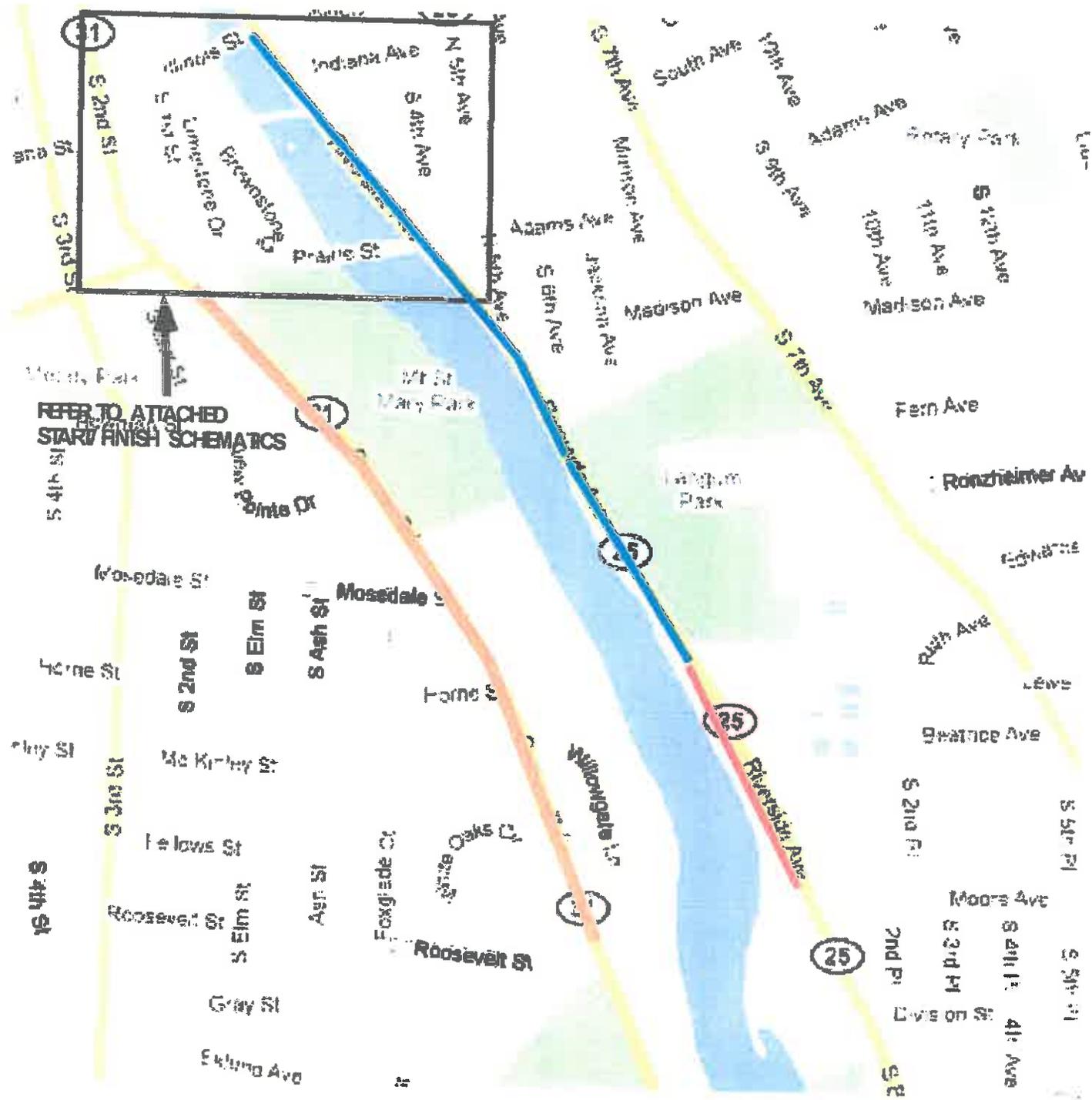
- Sunday 8am to 1:45pm
- Sunday 5am to Sunday 3pm
- Saturday 5am to Sunday 5pm

- Water
- Food
- Medical
- Washrooms
- Parking
- Emergency Shelter





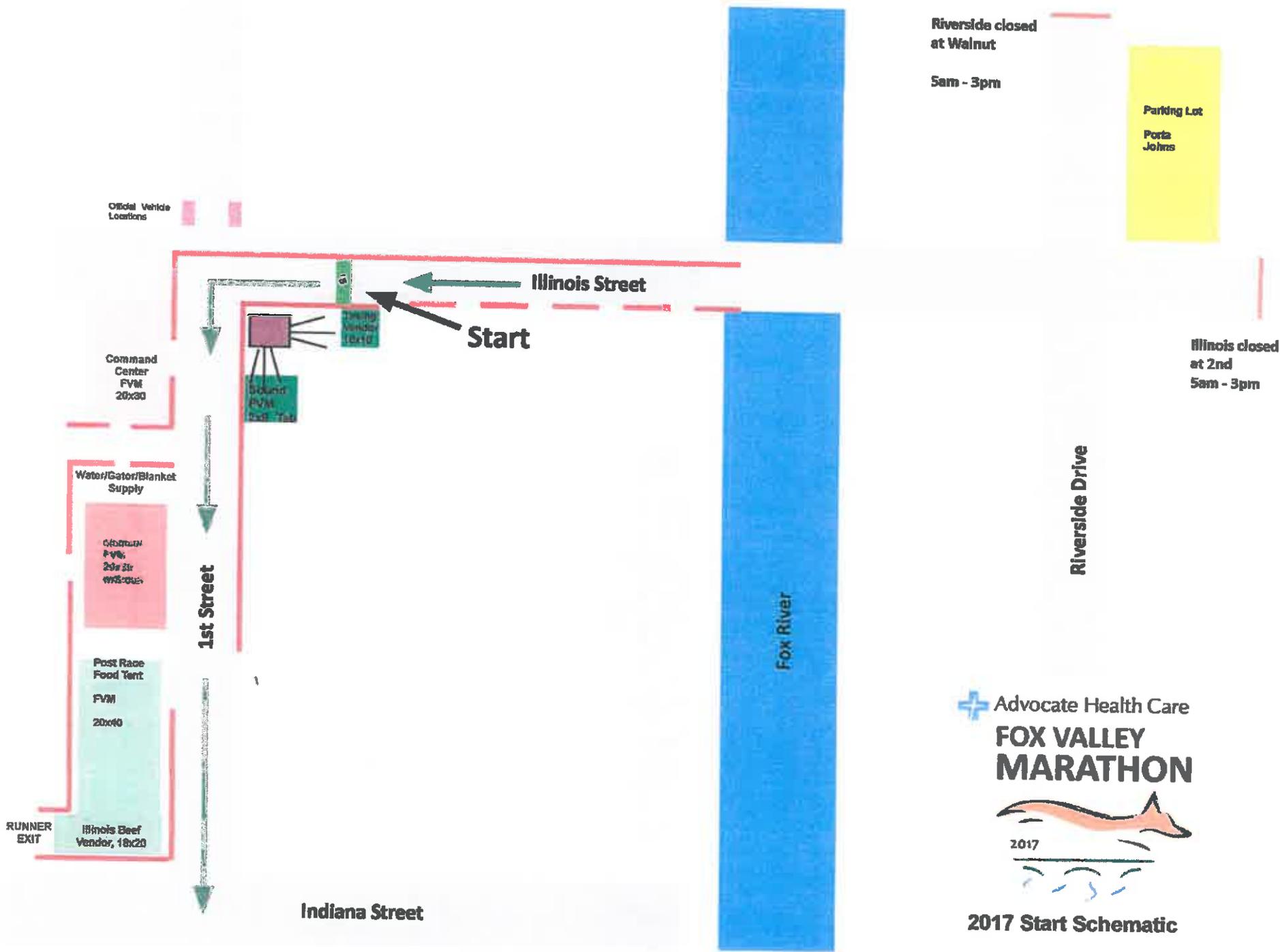
September 17, 2017



RTE's 25/31 SCHEMATIC

- STREET/LANE CLOSINGS:**
- Sunday 8:00am to 1:30pm
SINGLE PERSON WIDE, CONED LANE
West side of southbound lane.
STC Police controlled, while still allowing two-way vehicle traffic.
 - Sunday 8am to 1:30pm
Riverside closed, both lanes
 - Sunday 7am to 7:30am
SOUTHBOUND ONLY. STC Police controlled.
Geneva takes over at city limits

REFER TO ATTACHED START/FINISH SCHEMATICS



Official Vehicle Locations

-180'

-300'

Illinois Street Finish
Start/Finish

Dick Pond
Athletes
Vendor
20x20
FVM Gear

Amirica
FVM
End
Award
FVM
Receipts
FVM

Dumpsters
FVM

STC
Audio/Visual

FVM Parking

Village Porte Johns

FVM Parking

Command
Center
FVM
20x30

Headquarters
FVM
20x30
refrigerator

Post Race
Food Tent
FVM
20x30

Illinois Street
Vendor, 18x20
RUNNER
EXIT

Non-Runner
Exit
RUNNER
ENTER

Water/energy/Bank
Supply

TEAM

1st Street

Illigopon
Runners
Club

10x18 10x18
FVM FVM
Advocate
Loreyer
Kelsenge
FVM
20x20



Advocate Health Care
FOX VALLEY
MARATHON

Main Village and Finish
Schematic

MAIN VILLAGE

Indiana Street

Blue Goose

B

**Parking Lot
75x81**

1st Street

C

**Grass Lot
118x85**

**+ Advocate Health Care
FOX VALLEY
MARATHON**



**ZONES B & C
Charity & Run Club Village
Fox Valley Marathon Schematic**



V



Volunteers monitor Ramp down traffic and parking north of gear check

Parking Garage

V



Gear Check Barricaded First 10 Spots on the east side to the wall

1st St

Drop off- Only FVM Volunteers behind Tent Pickup - Runners walk behind barricades to pickup gear in green area



Illinois St

FVM Finish Line



FVM Race Village

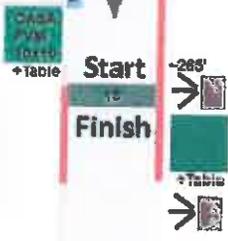
Advocate Health Care
FOX VALLEY MARATHON



Parking Garage Gear Check
Fox Valley Marathon Schematic

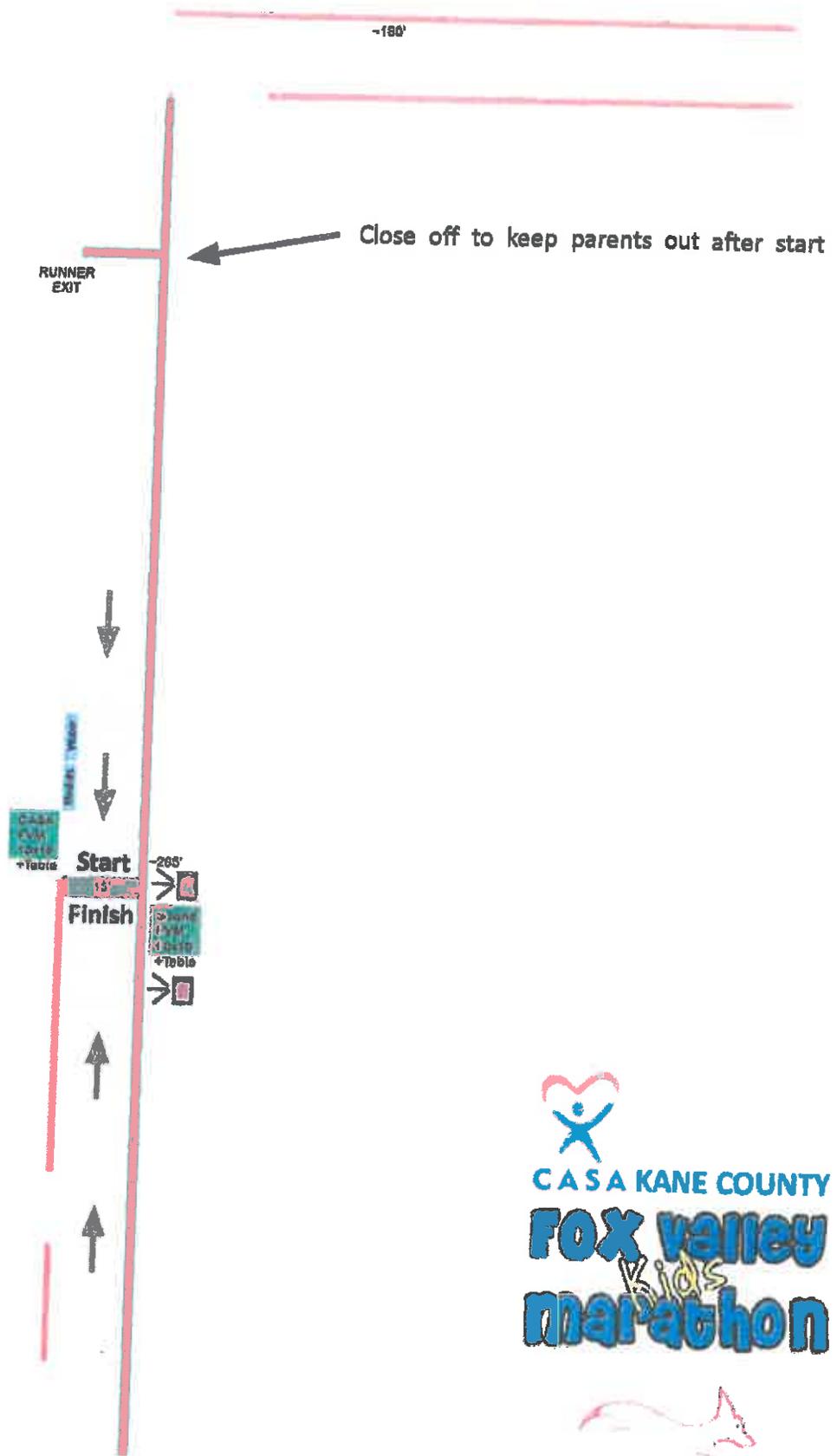
-180'

FINISH CHECK-IN
(moved from Drop)



Banner Notes:
-Use Non-Advocate Start/ Finish banners
-Use CASA Horizontal & Vertical banners on start/ finish & barricades only.
No other sponsors or banners unless approved

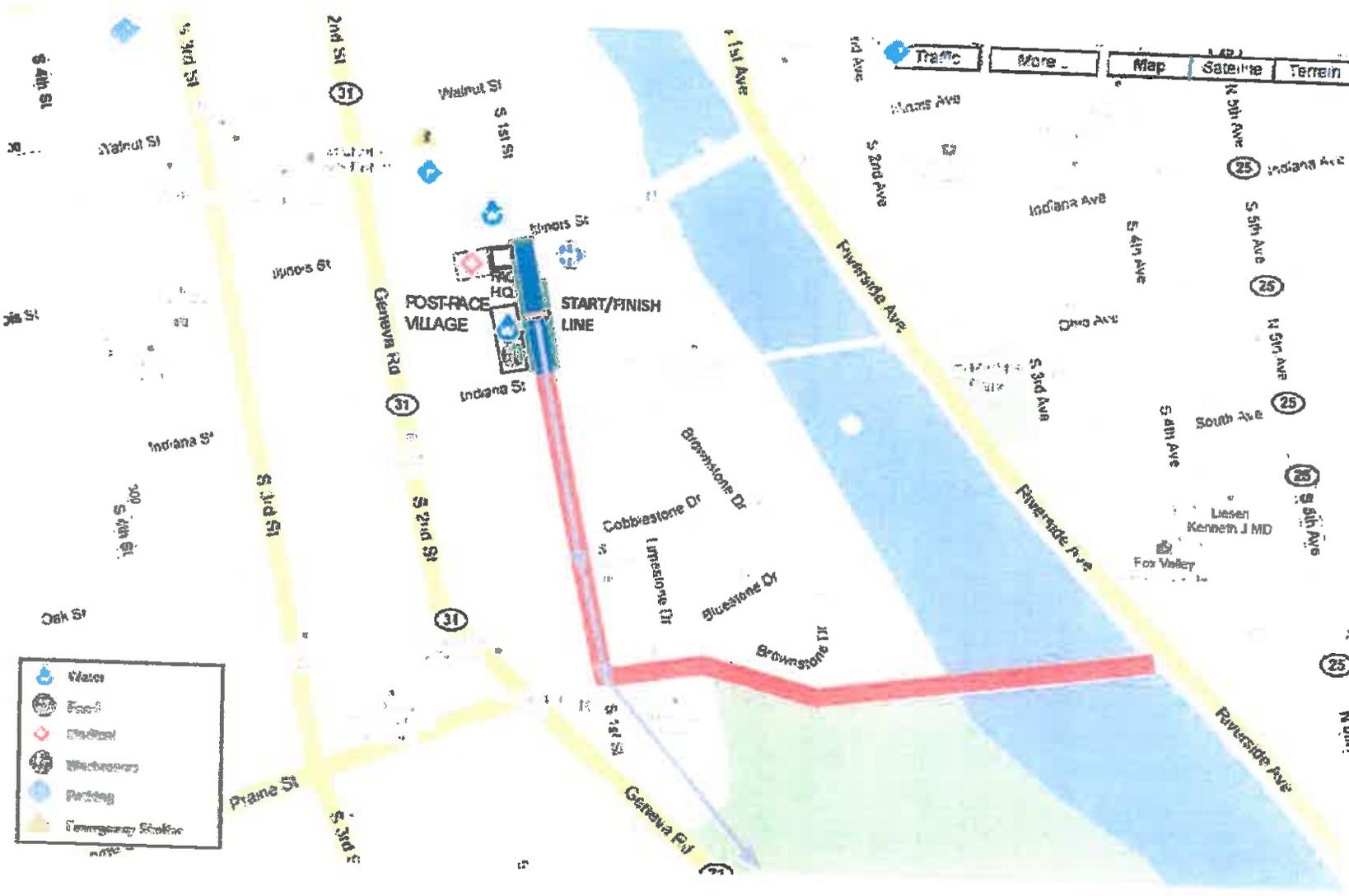




Fox Valley Marthon Kids Marathon FINISH Schematic
 September 16, 2017 2:45 - 4:00pm



September 16, 2017
START SCHEMATIC



Barricades

STREET CLOSINGS:

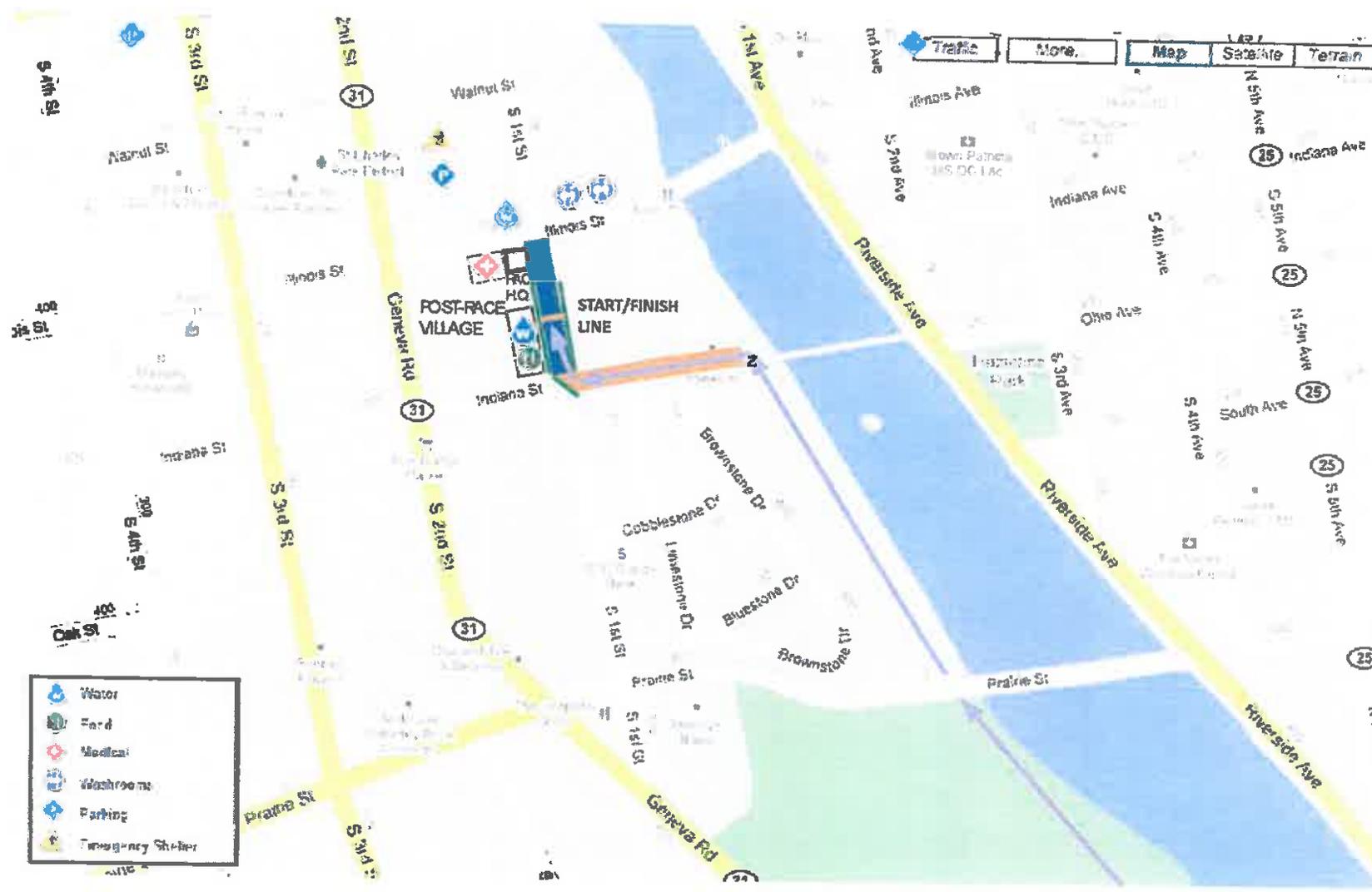
- Saturday 2:55pm to 3:15pm
- Saturday 5am to Sunday 5pm
- Course Route (Start)

- Water
- Food
- Medical
- Mechanics
- Parking
- Emergency Shelter

Traffic More Map Satellite Terrain



September 16, 2017
FINISH SCHEMATIC



- Water
- Food
- Medical
- Washrooms
- Parking
- Emergency Shelter

- Barricades
- STREET CLOSINGS:**
- Saturday 5am to Sunday 5pm
- Saturday 2:55pm to 3:45pm
- Note: Traffic can flow from Indiana to 1st St, south of Indiana (45 degree barricade) from 3:15 on
- Course
- Note: goes UNDER Prairie St

Traffic More Map Satellite Terrain



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4.b

Title:

Recommendation to Approve Street Closure for Baker Memorial Church Car Washes to be held on May 20 and July 15, 2017

Presenter:

Deputy Chief Kintz

Meeting: Government Services Committee

Date: March 27, 2017

Proposed Cost: \$N/A

Budgeted Amount: \$

Not Budgeted:

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

This application was submitted on March 22nd and the special events committee met with the event organizer on March 28th to discuss the event.

For the second year in a row, the Baker Memorial United Methodist Church is requesting to hold a car wash on two separate dates in order to fund a mission trip. The dates requested are:

Saturday, May 20, 2017

Saturday, July 15, 2017

The carwashes are to be held from 9:00 a.m. – 12:00 p.m.

Vehicles will be directed to enter the car wash area from the north at Cedar Avenue and N. 4th Avenue. Vehicles exiting the car wash area will be prohibited from turning left (east) on to E. Main Street.

The event organizers have requested to close N. 4th Avenue between E. Main Street and Cedar Avenue. This is the same closure which is used each Friday for the Farmer’s Market. No issues were reported with this event last year.

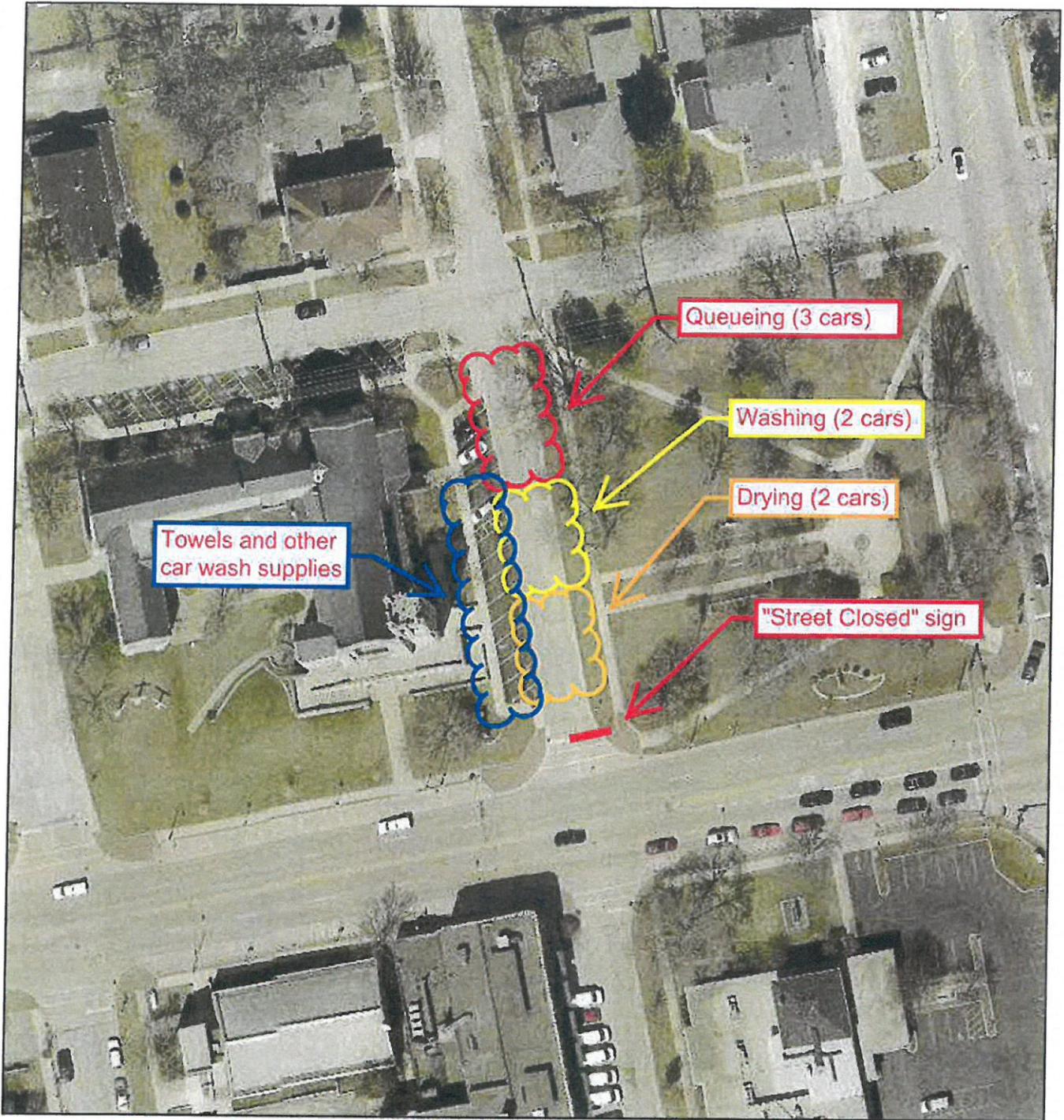
Attachments *(please list):*

* Map/diagram

Recommendation/Suggested Action *(briefly explain):*

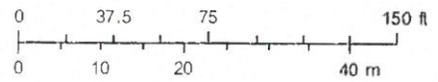
Recommendation to approve closure of North 4th Avenue for Baker Memorial car washes on May 20 and July 15, 2017.

Site Plan



February 23, 2016

1:837





AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4.c

Title: Recommendation to Approve a Purchase Order with Brandonisio & Company for St. Charles Police Public Safety Training Facility Range Maintenance

Presenter: Deputy Chief David Kintz

Meeting: Government Services Committee

Date: March 27, 2017

Proposed Cost: \$34,950.00

Budgeted Amount: \$40,000

Not Budgeted:

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

The Public Safety Training Facility has been open since 2012. We have passed the one million round mark and seek to perform the first remediation project. The project will consist of using specialized equipment to recover the spent rounds from the mulch backstop and the dirt berm. The total project is expected to take one week, weather permitted.

We solicited proposals from 5 companies as well as posting the RFP on the city website. This is a highly specialized process. Two proposals were submitted.

Brandonisio and Company submitted the low proposal. Staff checked with the references listed and are confident in their ability to perform the work.

The total cost will be offset by the scrap value of the recovered rounds. Staff estimates the total value of the scrap metal to be around \$7,500, but this is contingent on the actual amount recovered during this mitigation process.

The cost for this project is covered by the usage fees that police departments pay for the rental of the range.

Brandonisio & Co	Best Technology Systems Inc
\$34,950	\$50,650
(\$7,594) Estimated Credit	(\$8,000) Estimated Credit

Attachments *(please list):*

None

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve a Purchase Order with Brandonisio & Company for the St. Charles Police Public Safety Training Facility Range Maintenance in the amount of \$34,950.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4.d

Title:

Recommendation to Approve Parking Lot, Street Closure, and Use of Amplification Equipment for St. Charles Cruise Nights

Presenter:

Deputy Chief David Kintz

Meeting: Government Services Committee

Date: March 27, 2017

Proposed Cost: \$3,119.70 (PW)

Budgeted Amount: \$

Not Budgeted:

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

The St. Charles Chamber of Commerce is requesting to host Cruise Nights for the seventh year on the following Tuesdays in 2017: April 25, May 23, June 27, July 25, August 22, and September 26, 2017. The following are requested rain date requests: June 6, August 1, and September 5, 2017. These cruise nights have been held the past six years without incident.

The requested location for this event is the same as last year's location on Riverside and Walnut Avenues. Riverside Avenue will be closed from Main St. to Illinois St. and Walnut Avenue will be closed from Riverside Ave. to Second Ave. from approximately 4:30 to 8:00 p.m. on each of the dates.

In addition to the street closure and use of barricades, they will need an electric hook-up and a loudspeaker permit during the time of the event on each date. The event sponsor will be responsible to move the barricades on each evening to reopen the street.

Any prep work, such as dropping barricades, will be handled by Public Works personnel as part of their regular work. Similarly, any need for Police assistance will be handled by on-duty personnel. There will be minimal cost to the City, if any, since no overtime will be expended nor any rental fees associated with barricades.

The sponsor has been in contact with all the affected businesses in the immediate area; they support the events and may participate in some manner. The Fire Department requires a 12-foot lane for access of any apparatus that may be needed.

Note: the original request of the event coordinator was to serve liquor at this event. At this time, this portion of the request has not been submitted so this event will be approved without the liquor component, as originally requested.

No other changes are requested to this year's event except for the date format – monthly instead of every Tuesday for a several week span in the summer.

Attachments *(please list):*

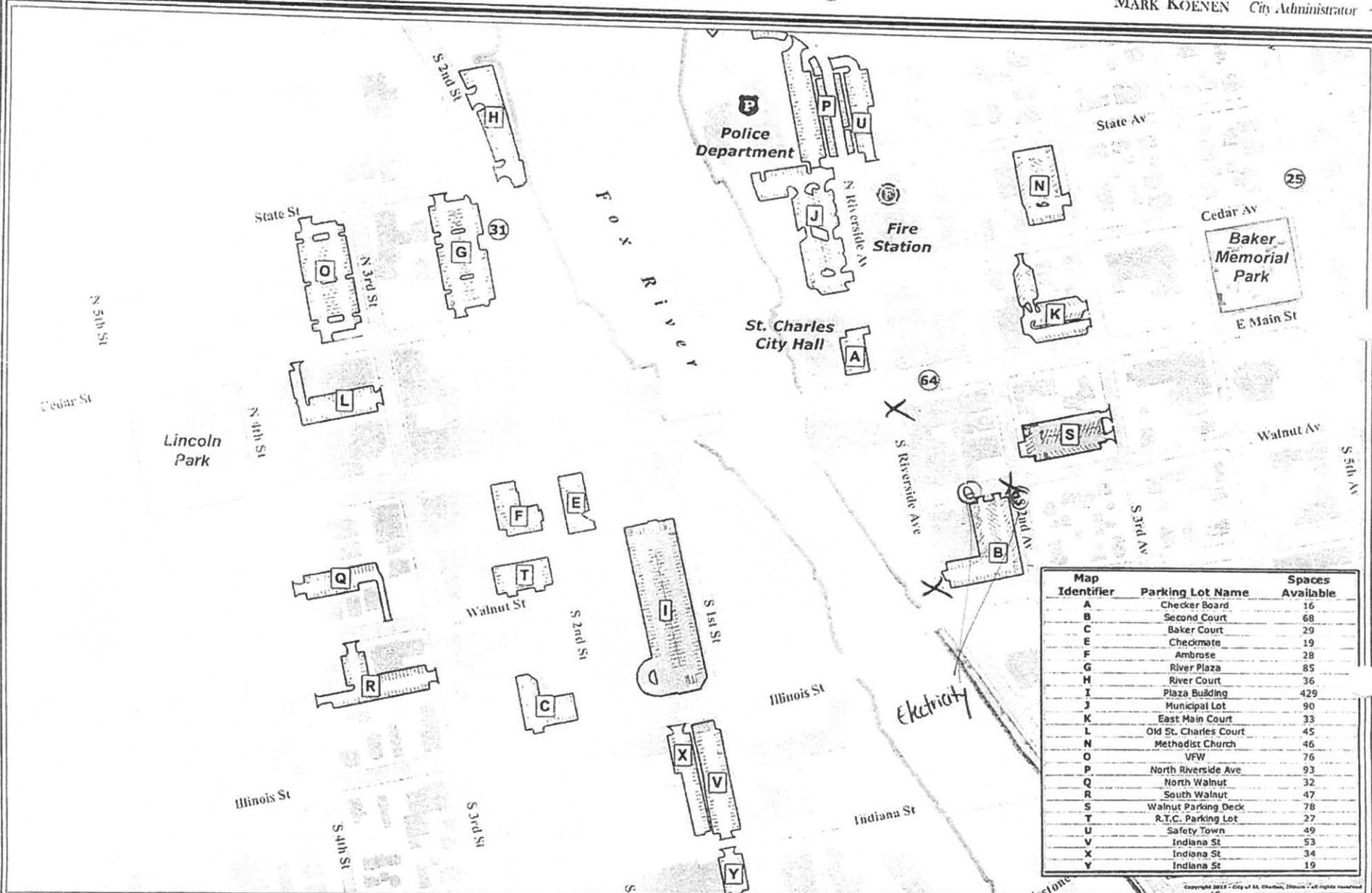
* Diagram

Recommendation/Suggested Action *(briefly explain):*

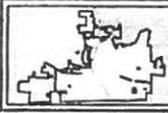
Recommendation to approve Parking Lot, Street Closure and Use of Amplification Equipment for St. Charles Cruise Nights.



Downtown Parking



Map Identifier	Parking Lot Name	Spaces Available
A	Checker Board	16
B	Second Court	68
C	Baker Court	29
E	Checkmate	19
F	Ambrose	28
G	River Plaza	85
H	River Court	36
I	Plaza Building	429
J	Municipal Lot	90
K	East Main Court	33
L	Old St. Charles Court	45
N	Methodist Church	46
O	VFW	76
P	North Riverside Ave	93
Q	North Walnut	32
R	South Walnut	47
S	Walnut Parking Deck	78
T	R.T.C. Parking Lot	27
U	Safety Town	49
V	Indiana St	53
X	Indiana St	34
Y	Indiana St	19



Scale: 1 inch = 150 feet
 City of St. Charles, Illinois
 Planning Department
 100 East Main Street, St. Charles, IL 60174-1901
 Phone: (630) 774-1100 Fax: (630) 774-1109



Public Parking Lot

This work was created for planning purposes only and is provided as is, without warranty of any kind, either expressed or implied. The availability, accuracy, and completeness of any data, information, or materials are not guaranteed. The City of St. Charles, Illinois, and its employees and agents do not assume any liability for any loss or damage, including consequential, special, or exemplary damages, that may result from the use of this information. For more information, please contact the City of St. Charles at Two East Main Street, St. Charles, IL 60174.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5.a

Title:

Consideration and Approval of Business Terms for an RFP to Sell the City Owned Building at 107-109 East Main Street (Former George’s Sport)

Presenter:

Peter Suhr

Meeting: Government Services Committee

Date: March 27, 2017

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted:

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

The City purchased the property at 107-109 Main Street otherwise known as the former George’s Sport Building in 2012 with intent to utilize the building or land as a compliment to the adjacent Arcada Theatre. In 2012, the building was in fair condition, however has slowly continued to deteriorate over time. The Public Works Department is responsible for the care and maintenance of City owned buildings including George’s Sport. Recognizing the continued deteriorating conditions of the building, Public Works recently retained Prairie Forge Architects to evaluate the structure and determine solutions including cost estimates for improvements. Public Works, with assistance from Prairie Forge, concluded its study and presented two options to the Government Services Committee in February. The first option was to renovate the exterior of the building to provide for a weather tight solution. Estimated costs for the first option were about \$1,100,000. The second option was to demolish the building in its entirety and construct a temporary City Plaza in its place until the property is redeveloped. Estimated costs for the second option were about \$900,000.

After consideration and discussion of the two options, the Government Services Committee directed staff to move forward with neither of the two options presented, instead to initiate a sale of the property.

Based on that discussion and feedback, staff has prepared Business Terms to be included in a Request for Proposal (RFP) for the sale of 107-109 Main Street. Staff will review the attached Business Terms with the Committee, explain the RFP process for this particular project and seek feedback and approval to list the property for sale.

Attachments *(please list):*

* Conditions of Sale/Purchase Proposal

Recommendation/Suggested Action *(briefly explain):*

Recommendation to Approve Business Terms and Request for Proposal to Sell the Existing Building at 107-109 Main Street (Former George’s Sport).

CONDITIONS OF SALE/ PURCHASE PROPOSAL

The City of St. Charles ("City") is seeking party(ies) interested in acquiring the former George's Sport Building owned by the City and located at 107-109 East Main Street, St. Charles, IL, within the Central Historic District. In selecting a Purchaser, the City is not bound to make the award on the basis of the highest monetary offer. It is the City of St. Charles goal to strengthen the mission and stability of the downtown community.

The City reserves the right to accept or reject any and all Proposals, either in whole or in part, with or without cause, waive any informality of any proposals, cancel this request for proposals, and to make the award in the best interest of the City, subject to City Council approval. Earnest Money Deposit in the form of a certified or cashier's check equaling 3% of the proposed purchase price and a signed Real Estate Contract must accompany the Proposal. Failure to meet these criteria may result in the denial of the Proposal.

To the extent that any information or provisions set forth in this Conditions of Sale/Purchase Proposal are inconsistent with provisions set forth in the Real Estate Contract, the provisions of this Conditions of Sale/Purchase Proposal shall prevail.

All inspections, due diligence and contract review must be completed prior to submitting a proposal to the City. The Real Estate Contract provides no contingencies for these matters.

1. Name of Purchaser(s):

List the following information for all parties who will hold title to the property after purchase.

Name	Address	Phone	Fax	Email
------	---------	-------	-----	-------

(1) _____

(2) _____

List the following information for all parties authorized to represent the proposed purchaser, such as Real Estate Broker and Agent, Attorney, Mortgage Loan Officer and Lending Company, Title Company, etc.

Individual	Agency/Capacity	Address	Phone	Fax	Email
------------	-----------------	---------	-------	-----	-------

- (1) _____
- (2) _____
- (3) _____
- (4) _____

2. Basic Conditions of Sale/ Purchase:

The following conditions will be required as part of the conveyance of the property:

- The City originally purchased the former George’s building in 2012 with intent to utilize the building or land as a complement to the adjacent Historic Arcada Theatre. Proposers shall consider this in their offer and describe how their plan will complement the Arcada Theatre and surrounding downtown district.
- Considering that the existing building is in the Central Historic District, any modifications to the building or new construction will be subject to review by the Historic Preservation Commission and Preservation Ordinance. Proposers shall consider a façade design which is complementary or matching to the existing Arcada Theatre, considerate of the existing George’s façade and/or representative of the historic architecture in the Central Historic District.
- The property has an existing access easement which extends from the back of the existing building; south to Walnut Ave. Proposers shall consider possible public access from Walnut Ave. through the property to Main St.
- Time is of the essence. Proposers shall include as part of their offer a proposed schedule for redevelopment. The City will look favorably at proposals which are ready and willing to redevelop the existing property quickly.

3. Intent:

Describe in detail your reasons for wanting to purchase this property and your intended use of the property if you obtain it. Include your future maintenance, restoration and/or reconstruction plans for both the interior and exterior, and how they relate to the Historic District and surrounding area.

6. Purchaser's Prior Involvement or Commitment to a Historic Preservation District or Neighborhood Association (attach additional pages if needed):

This building is located within the City of St. Charles Central Historic District. **YOU WILL BE PURCHASING THE PROPERTY “AS IS” WITHOUT WARRANTIES, AS FURTHER SET FORTH IN THE REAL ESTATE CONTRACT.**

By submitting the proposal you are indicating that you acknowledge that the property is located in a local historic district and you will abide by the St. Charles Historic Preservation Ordinance requirements. (For more information on the City’s Historic Preservation requirements, contact the City of St. Charles Planning Division at 630-377-4443 or at <http://www.stcharlesil.gov/HistoricPreservation>)

7. Purchaser's Profile:

Please indicate addresses of other properties that you currently own within the City of St. Charles and the use of said property.

1. _____
2. _____
3. _____

8. Proposed Terms or Conditions of Purchase or additional needs:

Please state any conditions of purchase other than those stated in this Proposal Form or in the Real Estate Contract.

9. References:

Please provide names, addresses and phone numbers of references.

1. _____

2. _____

3. _____

NO OFFER SHALL BE DEEMED ACCEPTED UNTIL THE CITY COUNCIL APPROVES THE REAL ESTATE CONTRACT BY ORDINANCE OR RESOLUTION AND THE AUTHORIZED OFFICIAL(S) EXECUTE THE REAL ESTATE CONTRACT.

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 5.b

Title:

Recommendation to Approve Lease Agreement for Baker Memorial United Methodist Church of St. Charles Parking Lot

Presenter:

Peter Suhr

Meeting: Government Services Committee

Date: March 27, 2017

Proposed Cost: N/A

Budgeted Amount: N/A

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

Dating back to 1999, the City of St. Charles and the Baker Memorial Methodist Church has had a long standing Lease Agreement for public use of the church owned parking lot located off of Cedar Ave. in-between 2nd & 3rd Ave (see attached map – exhibit “A”). The most recent 10 year lease agreement expires on June 4, 2017. Therefore, Staff and the Baker Church are seeking your approval to enter into a new 10 year Lease Agreement which will expire in 2027. The terms of the new agreement are essentially the same as the terms from the previous agreement including the following:

- No lease cost to the City of St. Charles.
- The Church shall have use of the parking facility on Sunday mornings from 6:00 a.m. to 1:00 p.m. and for special events of the Church.
- The City shall have right to use the parking facility at all other times for Public parking.
- The City will continue to provide sweeping, snow plowing, power for lights and maintenance of the parking lot.
- The City will have the first right of refusal to purchase the parking lot if the Church decides to sell it.

Attachments *(please list):*

* Lease Agreement for Parking Lot

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve Lease Agreement for Baker Memorial United Methodist Church of St. Charles Parking Lot

LEASE AGREEMENT FOR PARKING LOT

THIS AGREEMENT made and entered into this _____ day of _____, 2017, between BAKER MEMORIAL UNITED METHODIST CHURCH OF ST. CHARLES, and Illinois Religious Corporation, hereinafter referred to as "CHURCH", and the CITY OF ST. CHARLES, Kane and DuPage Counties, Illinois, hereinafter referred to as "CITY":

WITNESSETH

1. CHURCH hereby leases to CITY for parking purposes the following described property (said property being shown in Exhibit A attached hereto and made a part hereof):

"Subject Property" – Lot 3 of Block 3 and the westerly 5 feet of Lot 2 of Block 3, Original Town of St. Charles, in the City of St. Charles, Kane County, Illinois.

2. CHURCH shall have the use of the parking facility as designated on Exhibit A and legally described in Paragraph 1 above between the hours of 6:00 a.m. and 1:00 p.m. Sundays, and for scheduled special events of the church. Said special events shall be restricted to no more than six (6) hours per use and not more than twelve (12) times per calendar year. CHURCH shall give CITY fourteen (14) days written notice of such special events. The special events may be held consecutively.

3. CITY shall have the right to use the premises described herein at all times except as indicated in the preceding paragraph. Said right shall include the right to provide parking on a public, no fee basis. CITY shall further have the right to regulate the use, parking and traffic on the real estate described in Paragraph 1 above including the adoption and enforcement of ordinances pertaining hereto, except during those times indicated in Paragraph 2.

4. This Lease Agreement shall commence on the date hereof and shall continue for ten (10) years (until _____, 2027). CITY shall have the option of renewing said Lease for an additional ten (10)-year period by giving written notice to the CHURCH at least thirty (30) days prior to termination of the original ten (10)-year period. Either party may terminate this lease upon sixty (60)-days written notice.

5. CITY shall, at its own cost, provide sweeping and snow plowing for the premises, power for the lights, maintain/repair the facility in accordance with its usual and customary standards. CITY shall also provide liability insurance in accordance with its standard requirements.

6. CHURCH shall agree to remain responsible for and pay any and all general and special taxes due in connection with the premises or on account of this Lease.

7. CHURCH grants to CITY the first right of refusal to purchase the premises, together with all improvements thereon, for the same terms and on the same conditions as contained in any offer received by said CHURCH. Upon receipt from the CHURCH of written notice of said offer, CITY shall have fifteen (15) days to exercise this option. CITY agrees to provide a letter to the CHURCH abrogating and voiding such right of first refusal should this Lease be terminated in the manner herein provided.

8. CHURCH agrees to pay any and all real estate taxes due in connection with the real estate described herein or by reason of this Lease, and to hold CITY harmless from such real estate taxes.

9. Except for injuries or property damage occurring during those periods of time stated in Paragraph 3 of this lease and except for the CHURCH's negligence or willful misconduct, CITY will indemnify and hold CHURCH harmless from any liabilities, losses, damages, expenses, suites, judgments, reasonable counsel fees and all reasonable costs of defense whatsoever for personal injuries or property damage arising during the course of this lease arising out of the use, maintenance, and operation of the parking lot that is the subject of this lease.

10. For injuries or property damage occurring during the periods of time stated in Paragraph 3 of this lease and except for the CITY's negligence or willful misconduct, CHURCH will indemnify and hold CITY harmless from any liabilities, losses, damages, expenses, suites, judgments, reasonable counsel fees and all reasonable costs of defense whatsoever for personal injuries or property damage arising during the course of this lease arising out of the use, maintenance, and operation of the parking lot that is the subject of this lease.

11. All notices in connection with the agreement shall be delivered personally to or be mailed to the parties as follows:

If to CHURCH: Baker Memorial United Methodist Church of St. Charles
ATTN: Senior Pastor
307 Cedar Street
St. Charles, IL 60174-2027

If to CITY: City of St. Charles
ATTN: Director of Public Works
2 East Main Street
St. Charles, IL 60174

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

BAKER MEMORIAL UNITED METHODIST
CHURCH OF ST. CHARLES

By: _____

AURORA DISTRICT OF THE NORTHERN
ILLINOIS CONFERENCE OF THE UNITED
METHODIST CHURCH

BY: _____

CITY OF ST. CHARLES

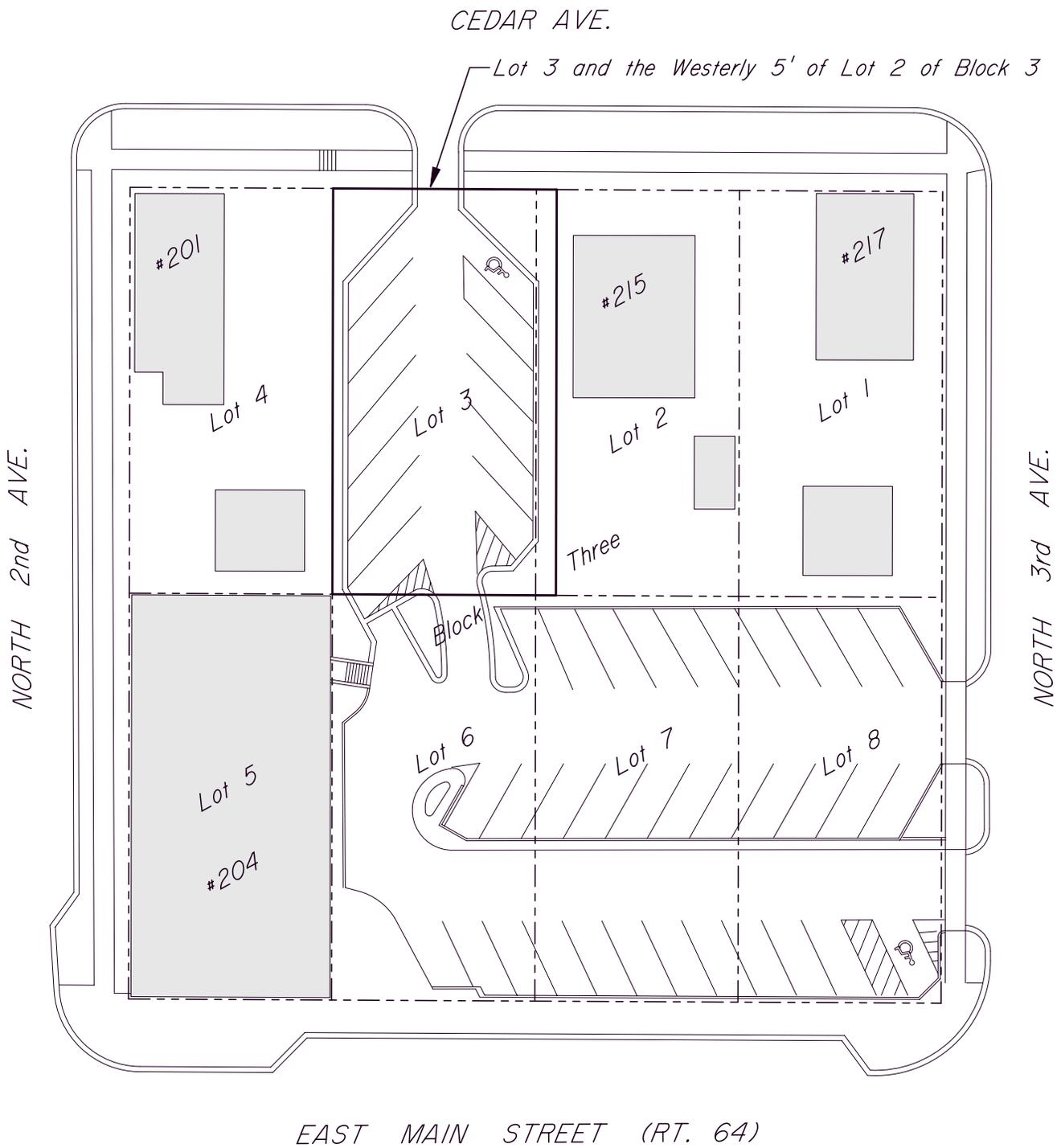
By: _____

Mayor

Attest: _____

City Clerk

EXHIBIT "A"



2/22/2017
Not to Scale



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5.c

Title:

Presentation of Urban Forestry Management Plan – Information only

Presenter:

AJ Reineking

Meeting: Government Services Committee

Date: March 27, 2017

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted:

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

Since 2015, the City’s Tree Commission has been working with City staff and Graf Tree Care to draft a master plan for the maintenance and management of the City’s urban forest. The final result is a document intended for all stakeholders. It’s a blend of a maintenance guidebook for the City’s staff, as well as an educational resource for its residents.

The document addresses key concepts in the forestry arena and prescribes best management practices for tree selection, planting, pruning, maintenance and removals. In addition, new programs are recommended to enhance maintenance records, limit the City’s liability exposure, and to ensure the longevity of the street trees.

Attachments *(please list):*

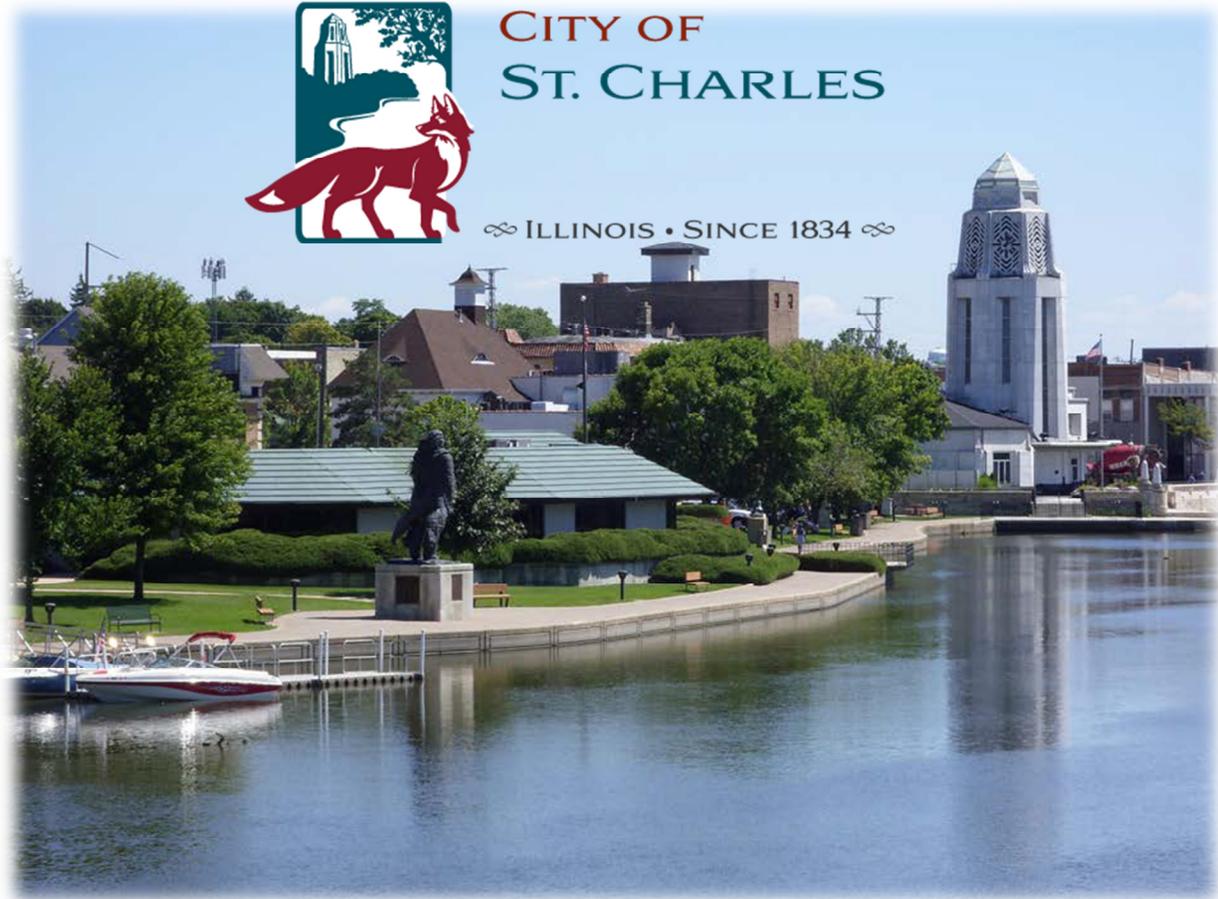
* Urban Forestry Management Plan Document

Recommendation/Suggested Action *(briefly explain):*

None – for information only

City of St. Charles

Urban Forestry Management Plan



Prepared by:

Phil Graf - Certified Arborist / Municipal Specialist # IL 1553-AM
Steve Lane - Certified Arborist # IL 4565-A / Graf Tree Care, Staff Ecologist
Prepared February 2015 - February 2017



Forward and Acknowledgements

This Urban Forestry Management Plan was prepared over a number of years for use by the City of St. Charles in managing its urban forest. The creation of this document would not have been possible without input from the City of St. Charles Tree Commission as representatives of the City's residents. We would like to acknowledge and thank the Tree Commissioners for their contributions to this Urban Forestry Management Plan.

Ralph Grathoff, *Chair*

Valerie Blaine

Kathleen Brens

Jon Duerr

Raymond Hauser

Suzi Myers

Pam Otto

Caroline Wilfong

Ron Ziegler

All of the above-mentioned individuals provided insights and data which led to the creation of this Urban Forestry Management Plan, written to meet the specific needs of the City of St. Charles ("City"). Special thanks are owed to Commissioner Valerie Blaine for her thoughtful writing and editing through numerous drafts of this document. Without these invaluable contributions and hard work from the Tree Commissioners, this Plan would not be as form-fitting as it currently stands. It is these individuals, as well as future Tree Commission members and future City of St. Charles staff, who will be crucial in reviewing and maintaining the Urban Forestry Management Plan and its stated goals. This is a living, breathing document that is expressly meant to be adaptively managed. New pests and pathogens, changing climate, new arboricultural best management practices and techniques will all influence how the City manages its trees. The continued review of this Urban Forestry Management Plan will ensure its relevance and usefulness for years to come.

Section 1 – Mission Statement and Goals

MISSION STATEMENT

The mission of this Urban Forestry Management Plan is to outline goals and industry best management practices for the City of St. Charles' urban forest. The environmental and aesthetic benefits of the tree population will be maximized, while risk and costs are minimized in a financially and programmatically sustainable manner by the year 2040.

GOALS

The strategic goals of this Urban Forestry Management Plan (“UFMP” or the “Plan”) over the next 25 years are outlined as follows. Goals are written in five year increments for each section of the Plan through the year 2040. This time frame was selected to match the Chicago Metropolitan Agency for Planning “Go To 2040” initiative. Every attempt was made to make these goals realistic and achievable, such that they do not place an undue burden on the City of St. Charles, its residents or its resources. However, the Plan is also meant to be adaptive. New concepts, pests or pathogens, or changing climate (both social and meteorological) may all change the lens through which the urban forest is viewed. The goals of this document are subject to change based on the discovery of new knowledge, changing budgets or other circumstances. The Plan should be reviewed periodically by the City of St. Charles, its Tree Commission and other interested shareholders acting in the best interests of the City and its residents. The review process will include evaluation of progress made towards the goals of this Plan. Goals may be altered after review as conditions warrant.

Implement Arboriculture Best Management Practices “20-10-5” by 2040

Tree species diversity is important for the long-term health of the urban forest and the benefits it provides to residents. Current arboricultural best management practices set the ideal composition of the urban forest as not exceeding any more than 20% of one taxonomic family, 10% of one genus, and 5% of one species (see graphic page 6).

To illustrate the importance of biological diversity, consider the analogy of financial diversity. In financial management, a diverse investment portfolio is insulated against volatility of individual investment products. Similarly, a healthy urban forest is one which contains a mix of species, such that if they are exposed to risk, individual losses will be minimized. This is accomplished by setting diversity goals which are based on the current tree species composition of the urban forest. To ensure that no more than five to ten % of the tree population is lost in the event of future pest or pathogen invasions, no species, genus or family of tree should be over-represented in the City's tree population. Age-class diversity is also an important consideration. A healthy forest has trees of many different ages. Young, intermediate and mature trees allow for regeneration, replacement and vigor in the overall forest community. A mixture of tree species, tree locations and tree ages will lead to the greatest diversity and insulate the urban forest against pest and pathogen outbreaks.

Perform a New Inventory of All City Trees by 2020 / Conduct Partial Audits Annually

Managing an urban forest requires a clear understanding of the existing trees including their ages and locations. With nearly 19,000 trees on City property, the tree population management must begin with an accurate inventory that can be maintained with a high level of accuracy. Prior to the devastation caused by the Emerald Ash Borer, a baseline study was conducted as part of this Plan. After the mass Ash tree removal and replacement program, the tree inventory resulting from this study has an accuracy rating of approximately 70%. To improve the understanding of the City's trees, a full audit of the existing tree inventory is recommended. Alternately, the City may invest in a new inventory with an accuracy of 95 % or higher. The City's tree inventory will be audited periodically and trees re-evaluated in order to ensure accurate estimates for tree pruning and removal costs, and to maintain a high level of public safety and tree risk management.

Create a Canopy Cover Assessment / Set Strategic Goals for Increasing Tree Canopy

The tree canopy represents the area physically covered by trees. In addition to the number of individual trees, the amount of canopy cover is an important aspect of managing the urban forest. To conduct a canopy cover assessment, Geographic Information System (GIS) technology will be utilized with various data layers to examine the tree canopy. The study will include canopy cover on City-owned land as well as private property. This will not only give an accurate depiction of the total tree canopy coverage, but can also be utilized to determine where increased tree planting will be most beneficial to City. Through the use of programs and strategic partnerships, the long term goal will be to increase tree canopy in St. Charles overall. The stocking density of street trees is quite high already, so the crucial element will be to incentivize residents, businesses and other landowners to plant trees.

Mulch All Parkway Trees Less Than 16 Inches in Diameter by 2040

An urban parkway is a difficult place for a tree to become established and to live a long, healthy life. Proper mulching can significantly increase a tree's ability to thrive. Currently the City mulches established trees sporadically. All new City plantings are specified to be mulched at the time of planting. A strategic outcome of the Plan will be to have all parkway trees less than 16 inches in diameter mulched by 2040. Another intended outcome of this initiative will be to educate residents about proper

mulching, and to notify residents when poor mulching techniques are observed. Of particular concern is the practice known as “volcano mulching” which is an improper mulching technique that can actually kill a tree.

Maintain Acceptable and Unacceptable Tree Species Lists

There are certain tree species which are appropriate for Municipal street tree plantings and those which are not. Unacceptable species are those which have very weak wood, are known invasive species, produce messy or foul-smelling fruits or create a public nuisance. Acceptable species are those which are adapted to the Midwest climate of the City, are non-invasive species and do not pose high risk. A full breakdown of the City’s present and projected future tree population is provided on page 27. This list will be adjusted as needed. Also included is an “acceptable” and an “unacceptable” species list. The City and its Tree Commission will review the list periodically in response to changes in species composition of the current urban forest, weather events and availability of new tree species. A City ordinance addressing the planting of acceptable/unacceptable species will be proposed. The City must be able to enforce the ordinance.

Incorporate Best Management Practices in Tree Care Operations and Educate Residents

The City’s Public Services Division forest crew and all contractors working for the City will be in compliance with the latest industry best management practices. The American National Standards Institute (ANSI) and International Society of Arboriculture (ISA) best management practices will be integral parts of requests for proposals (RFPs) and bid documents when seeking qualified contractors. The full text of all referenced standards will be made available to all City employees and contractors performing tree care operations within City limits. It is important that residents understand these practices as well to be able to accurately judge when staff and contractors are performing tree work in accordance with these standards. Public outreach and education will be performed by the City’s Tree Commission, and this UFMP will be part of the public domain as a reference for all residents.

Create, Utilize and Maintain a Tree Risk Assessment Policy

A risk assessment policy has been created for the City as part of this document. The risk assessment policy will aid in identifying, documenting and removing or mitigating trees in a timely manner that may pose a threat to public safety. This will reduce the overall level of risk posed by parkway trees, as well as exposure to liability from tree-related incidents by reducing their frequency. Basic risk assessment language and parameters are included in this document.

Preserve Quality Trees on Private Property and Within Construction Zones

One of the greatest green infrastructure assets the City has is its trees. Preserving the heritage and community that these trees represent is a cornerstone of this Plan. A tree survey should be conducted prior to issuing permits for construction activity, and a tree protection zone must be established and enforced during construction activities. In addition, trees of certain sizes and species should require a removal permit prior to being removed from private property. These are standard requirements in most municipalities, and are intended to preserve trees as a common resource when possible.

Reduce the Presence of Invasive / Aggressive Species

Invasive species refers to trees that are not native to our geographic area (the upper Midwest), that have a high reproductive rate and that may spread to nearby natural areas or manicured landscapes. When non-native species spread, they tend to out-compete native species and cause woodlands and open spaces to become degraded. Examples of invasive species include European Buckthorn and Asian Honeysuckle, which are currently destroying our native Oak ecosystems. Some popular landscape trees, such as Callery Pear and Amur Corktree, have shown high invasive potential. The City should encourage the removal of invasive species from private land through incentive programs, or by utilizing volunteer workdays for invasive species on City-owned property.

Increase Awareness of Urban Forest and Engage Residents

There are a wide range of opinions as well as knowledge regarding trees. By educating the public and business owners, the City will raise awareness and appreciation of the urban forest and best management practices, and the economic and environmental benefits of trees have to these stakeholders. An educated and invested citizenry is essential to the success of the UFMP. The City will educate residents and businesses and engage them in stewardship activities. These activities include the annual Arbor Day celebration, Langum Woods cleanup days and participation in other organized community forestry initiatives and activities.

Section 2 – Definitions / Normative References

Aerial Assessment: An assessment of all or part of the crown from a position aloft.

Aerial Patrol: An assessment of a tree or a population of trees conducted from a helicopter, fixed-wing airplane, satellite, or other means.

Arborist: An individual engaged in the profession of arboriculture who is educated, trained and licensed to provide for or supervise the management of trees and other woody plants.

Arborist Trainee: An individual who works under the direct supervision of an Arborist.

Balled and Burlapped: A tree, shrub or other plant prepared for transplanting by allowing the roots to remain covered by a ball of soil around which canvas or burlap is tied and secured with a basket.

Bare Root: Harvested plants from which the soil or growing medium has been removed.

Best Management Practices (BMP): Methods or techniques found to be the most effective and practical means in achieving an objective while making the optimum use of resources.

Biltmore Stick: A measuring stick used to quickly estimate tree diameter using parallax-adjusted inches.

Caliper: Standard nurseryman's measure of tree diameter (size). Caliper measurement of the trunk is taken six inches above the ground up to and including four-inch caliper size. If the caliper at six inches above the ground exceeds four inches, the caliper should be measured at 12 inches above the ground.

Certified Arborist: An individual who has sufficient experience in the field of Arboriculture, and who has been certified by the International Society of Arboriculture as Certified Arborist.

Compacted Soil: A high-density soil lacking structure and porosity, characterized by restricted water infiltration and percolation (drainage) and limited root penetration.

Containerized: A tree, shrub or other plant prepared for transplanting or grown in a solid-walled container such as a plastic pot or wooden box.

Controlling Authority: An agency, organization or corporate entity with the legal authority and/or obligation to manage individual trees or tree populations (i.e. the City of St. Charles).

Crown: The upper part of a tree, measured from the lowest branch, including all branches and foliage.

Critical Root Zone (CRZ): The minimum volume of roots necessary for the health and stability of a tree.

Cycle Pruning: The process of routine maintenance pruning of trees, not related to storm damage or other hazard or emergency related-pruning, that occurs on a set and predictable time schedule determined by the City.

Diameter Tape: A tape measure calibrated specifically to measure diameter, with each "inch" on the tape being 3.141 true inches.

Diameter: Also DBH (Diameter at Breast Height). A standard forestry measure of tree diameter (size), measured at 4.5' above ground level on the uphill side of a tree using a diameter tape or Biltmore stick.

Diseased: The status of a tree which has been negatively impacted by a pathogen, bacterial, fungal, viral or similar organism.

Drip Line: The soil surface delineated by the branch spread of a single plant or group of plants.

Drought: A period of two weeks or greater during which there is less than one inch of rainfall, when the average daytime temperature during that same period exceeds 75 degrees Fahrenheit.

Dying: A tree which is in the process of biological death due to senescence, disease, infestation or other such malady from which there is very little to no hope of long-term survival.

Establishment Pruning: The pruning of a young tree in order to establish proper form and branching habit.

Failure: Breakage of stem or branches, or loss of mechanical support in the root system.

Flush Cut: Either a pruning cut or final cut to remove a stump, for which the maximum acceptable distance from the ground or the branch bark ridge will be no greater than two inches.

Hardscape: Non-living or man-made fixtures of a planned outdoor area, such as sidewalks, retaining walls, street lamps, etc.

Infested: The status of a tree that has been negatively impacted by pests or pathogens.

Mitigation: The process of diminishing risk.

Parkway Tree: Any woody plant within the publicly owned right-of-way or any other property owned or managed by the City.

Private Tree: Any woody plant existing on land not owned or managed by City of St. Charles.

Right-of-Way (ROW): The publicly owned land on which a road, railroad line or utility is built.

Root Protection Zone (RPZ): The area of ground surrounding a tree where excavation, compaction and other construction-related activities should be avoided or mitigated.

Sanitation Pruning: The removal of tree limbs that have become diseased or infested, in order to prevent the spread of disease or infestation from spreading throughout the rest of the tree (e.g. Dutch Elm Disease, Black Knot Fungus and certain cankers).

Sound Wood: Structurally sound, non-decayed, non-compromised wood in the trunk or scaffold branches of a tree.

Tree Protection Zone (TPZ): The area surrounding a tree in which excavation and other construction-related activities should be avoided.

Tree Risk: The likelihood and consequences of failure of a tree or tree parts.

Tree Risk Assessment: A systematic process used to identify, analyze and evaluate tree risk.

Section 3 – State of the Urban Forest in St. Charles

At the time of this writing, according to the City’s tree inventory, the tree population totals 18,924 active standing trees. As the remaining Ash trees are removed and replaced, this number should hold steady or rise slightly. The City’s long term tree count is estimated to be 19,000 trees. Shown below is a summary of the current tree inventory as of August 1, 2016.

Total Number of Trees	18,924
Total Number of Species	94
Total Number of Genera	50
Total Number of Families	22
Total Diameter Inches*	124,953”
Average Tree Diameter	6.62”
Approximate Number of Open Planting Sites	1,800

There are several notable points in interpreting this data. First, there are over 750 trees in the standing inventory that are identified as “unknown species” or approximately 4% of the total inventory for which there is no species information. Additionally, the tree population was divided according to species and DBH range, but many of the tree diameters appear to be significantly misrepresented in the current tree population. The original inventory appears to have been conducted beginning in 1998 with no consistent upgrades to the inventory during the past 18 years. Therefore, the tree size data is likely inaccurate by an unknown margin.

TREE INVENTORY

Minor flaws in logistics should be rectified by a periodic review of existing stock in order to determine the actual inventory. An audit should be utilized to correct inaccuracies in inventory. To establish a background level of accuracy of the tree inventory, an audit of 200 randomly selected tree inventory sites was conducted. The results of the audit were as follows:

Status	Tree Count
All Data Correct	140
Incorrect Species	32
Multiple Incorrect Fields	12
Incorrect DBH (by > 6")	10
Incorrect Address / GPS Location	6

In this audit, 140 of 200 trees had no data errors. The accuracy level of the audit was approximately 70%. The audit proposed in this document will include a full inventory update with an accuracy level of $\geq 95\%$. A portion of this inventory should be audited and updated every year. The importance of an accurate, up-to-date inventory is multifold. Most tree care contractors charge for services based upon the diameter inch of a tree, therefore, without accurate tree measurement data, estimating costs is very difficult. Additionally, without accurate species data, a proper tree planting plan cannot be made. The City should have a fully updated tree inventory by the year 2020, either by a full audit of the existing data, or by the creation of a new inventory.

EMERALD ASH BORER

The City removed approximately 4,250 Ash trees since the Emerald Ash Borer (EAB) was first identified within city limits nearly a decade ago. Most removals were performed between 2010 and 2015 as the condition of standing Ash trees declined. During a 2015 audit of the remaining Ash tree population, it was found that only 245 standing Ash trees still exist in City parkways. Of these 245 Ash trees, approximately 75% are likely being treated by residents without the City's knowledge.



St. Charles has actively managed the EAB infestation since it was first identified within city limits, and has replanted trees at a nearly one to one ratio for each Ash tree removed. Though replacing mature tree canopy with much smaller nursery stock trees represents a significant reduction in the environmental benefits provided by the urban forest, the benefits of a mature tree canopy will be recouped with time as these replacement trees grow and mature.

DIVERSITY GOALS

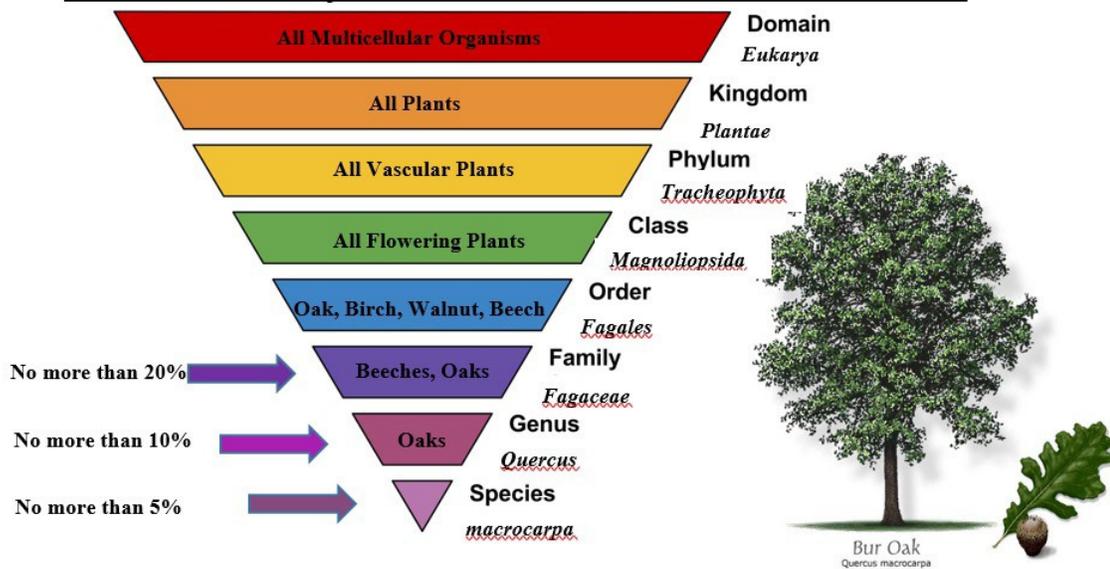
In prior decades the objective of urban forestry plans was to create tree lined streets and parks in which every tree was the same type, shape, age and height. This type of plan was thought to produce a symmetrical and uniform appearance. In studying past reforestation plans from the Chicago area from the 1960's, it was found that many area communities were originally designed in this manner. Urban foresters have since learned that once a pest or pathogen is introduced into a monoculture planting, the area turns into an epicenter of infestation that may cause serious damage, both ecologically and financially. Diversity in the urban forest helps to prevent and reduce the impact of pests and pathogens. There are three aspects of diversity in the urban forest: taxonomic, spatial and age-class diversity.

Taxonomic (Species) Diversity

Taxonomy is the classification of plants, animals and other life forms into distinct categories (species, genus, family, order, kingdom, etc.). Each species is unique; there is only one type in that category, such as Silver Maple (*Acer saccharinum*), which refers to only one specific type of tree. A genus is a group that may contain multiple species. All Maple trees, for instance, are in the genus *Acer*. There are over 1,500 known species of Maples. At the order level, Maples are part of a larger group (*Sapindales*) which contains other families, including Horse Chestnut, Sumac and Mahogany. The broadest category is known as kingdom. Maples, for example, are part of the *Plantae* kingdom which includes every type of plant on earth.

The more similar tree species are to each other, the higher the likelihood that an insect or pathogen would be able to exploit every species of that genus. EAB is a classic example of this, as it affected every tree species in the Ash genus. The best prevention we have is to limit the number of trees that could be impacted by a new pest or pathogen. While diversity of species is important (such as White Oak, Red Oak, Bur Oak and Pin Oak), it is also important to achieve diversity on the genus and family levels. The "20-10- 5 rule" is recommended for City tree plantings, which specifies that no more than 20% of any one family, 10% of any one genus and 5% of any one species populate the urban forest. This level of taxonomic diversity is consistent with current arboricultural industry standards.

Taxonomy and the 20-10-5 Rule



Spatial Diversity

Spatial diversity involves mixing tree species evenly over an entire tree population rather than planting only a few species of trees in a given geographic area or neighborhood. Spatial diversity increases the distance between potential host organisms. The concept of diseases and the vectors (hosts) through which they spread is a cornerstone of modern epidemiology. The easiest way to slow the spread of any new pest or pathogen is to increase the distance between potential host trees. Every pest or disease, such as EAB or Dutch Elm Disease (DED), has a limited area where it can spread in a given time frame. The more difficult it is to get to the next host tree, the less of a problem the pest or pathogen becomes, and the easier quarantine becomes.

In addition to the functional benefits provided by increasing spatial diversity, communities that have implemented diverse plantings over the past several decades have demonstrated that such diversity yields an arboretum-like landscape that is both functional and aesthetically pleasing.

Age-Class Diversity

The former urban forestry paradigm promoted even-aged tree plantings, so that all trees were approximately the same size and age. However, once even-aged trees begin to decline, most will require removal and replanting almost simultaneously. This can leave an entire neighborhood without shade for a decade or more. The current approach of the urban forestry community is to strategically plant trees in neighborhoods over a longer timeframe. With this strategy, trees will grow to maturity in different stages and die at different times. When the dead trees are eventually removed, there will always be a variety of age classes on a block or in a neighborhood. This reduces the pressure to reforest an area immediately after removal, which can help to manage costs and maintain budget cycles. A mixed age-class stand planting ensures that mature trees are always present in a neighborhood. It also will allow for strategic planting of trees based on the existing canopy.

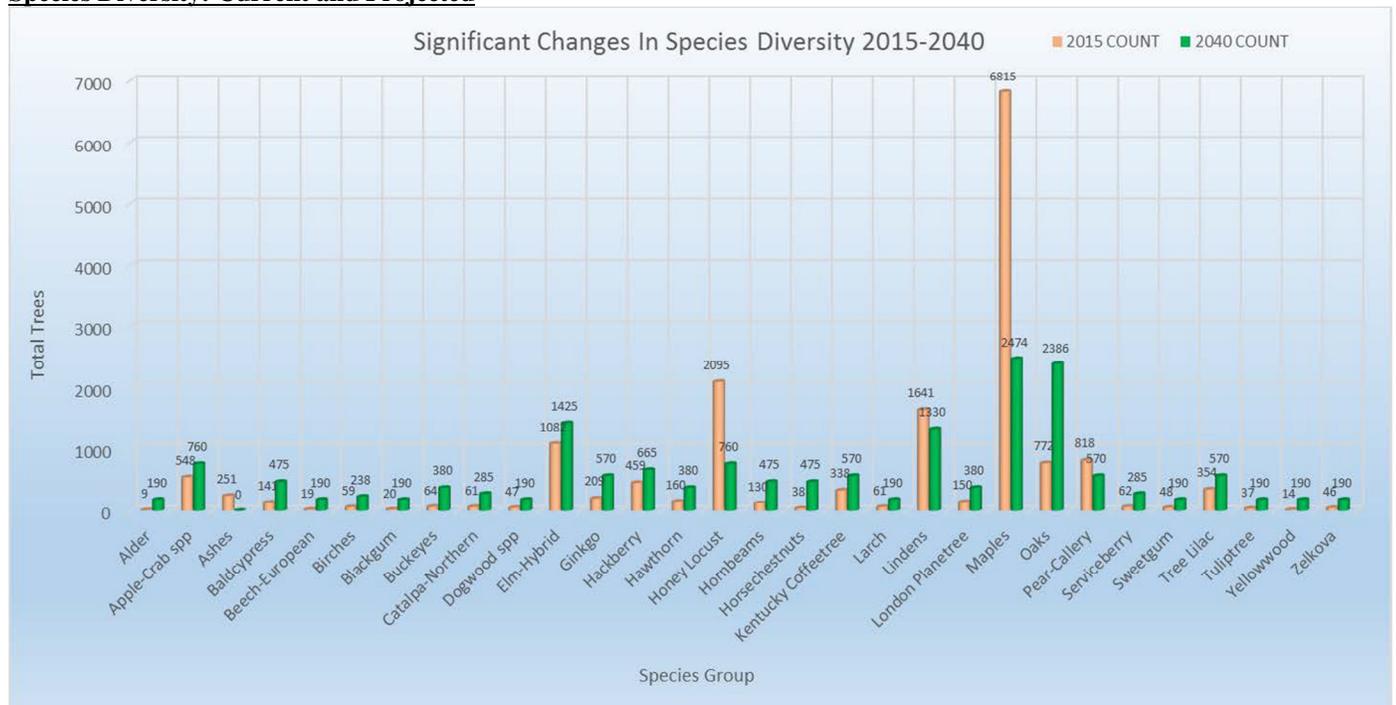
An additional benefit of mixed-age plantings is the ability to plant shade-loving trees as well as sun-loving trees. When a street or neighborhood is newly planted with trees of the same age, all the trees are essentially in full sun. This precludes the ability to plant shade loving trees, as they have a tendency to dry out in the summer sun. With mixed-age stands, shade-tolerant, medium height trees may be planted underneath a canopy of larger, mature trees.

CURRENT PARKWAY TREE SPECIES COMPOSITION

The table on the following page indicates how certain species and genera are currently over-represented in the City's tree population. Tree species such as Norway Maple and Honey Locust alone comprise over 10% of the tree population. Maples account for 36% of all parkway trees. As mentioned previously, over-represented trees are at risk of mass losses due to newly introduced pests and pathogens. Strategic tree removal and planting goals have been established for the next 25 years to establish balance in species composition, and an increase overall levels of diversity in order to insulate the urban forest. This document will outline how to reduce the population percentage of over-planted trees as well as increase the numbers of under-planted trees.

SPECIES	COUNT	% of TOTAL	SPECIES	COUNT	% of TOTAL	SPECIES	COUNT	% of TOTAL
Maple-Norway	2880	16.24%	Larch	61	0.34%	Beech-American	15	0.08%
Honey Locust	2095	11.81%	Spruce-spp	59	0.33%	Yellowwood	14	0.08%
Maple-Freeman	1701	9.59%	Elm-American	59	0.33%	Hickory spp	13	0.07%
Elm-Hybrid	1082	6.10%	Chokecherry-Canada Red	50	0.28%	Cherry-Ornamental	13	0.07%
Maple-Sugar	998	5.63%	Sweetgum	48	0.27%	Pine-Scotch	11	0.06%
Linden-Littleleaf	897	5.06%	Dogwood spp	47	0.27%	Cottonwood	11	0.06%
Pear-Callery	818	4.61%	Pine-Austrian	47	0.27%	Oak spp	10	0.06%
Maple-Red	752	4.24%	Zelkova	46	0.26%	Alder	9	0.05%
Linden-American	631	3.56%	Plum	44	0.25%	Poplar	9	0.05%
Apple-Crab spp	548	3.09%	Oak-English	43	0.24%	Pine spp	7	0.04%
Hackberry	459	2.59%	Birch-River	42	0.24%	Horsechestnut-Red	6	0.03%
Tree Lilac	354	2.00%	Oak-Chinquapin	42	0.24%	Amur Corktree	5	0.03%
Kentucky Coffeetree	338	1.91%	Spruce-Blue	40	0.23%	Walnut-White	4	0.02%
Maple-Miyabei	338	1.91%	Hornbeam-European	39	0.22%	Ash-Blue	4	0.02%
Apple-Edible	265	1.49%	Tuliptree	37	0.21%	Pecan	3	0.02%
Oak-Red	235	1.33%	Black Locust	36	0.20%	Maple-Japanese	3	0.02%
Oak-Swamp White	224	1.26%	Mulberry	36	0.20%	Magnolia spp	2	0.01%
Ginkgo	209	1.18%	Maple-Black	36	0.20%	Fir spp	2	0.01%
Ash-Green	163	0.92%	Oak-Pin	35	0.20%	Pine-Virginia	2	0.01%
Hawthorn	160	0.90%	Buckeye-Ohio	32	0.18%	Hemlock	2	0.01%
London Planetree	150	0.85%	Buckeye-Yellow	32	0.18%	Mountain Ash	2	0.01%
Baldcypress	141	0.80%	Horsechestnut	32	0.18%	Persimmon	1	0.01%
Linden-Silver	113	0.64%	Redbud	31	0.17%	Oak-Shingle	1	0.01%
Oak-White	92	0.52%	Cherry-Black/Pin	29	0.16%	Fringetree	1	0.01%
Hornbeam-American	91	0.51%	Maple-Hedge	26	0.15%	Willow-Weeping	1	0.01%
Oak-Burr	90	0.51%	Eastern Redcedar	22	0.12%			
Elm-Siberian	88	0.50%	Blackgum	20	0.11%			
Ash-White	84	0.47%	Box Elder	20	0.11%			
Pine-White	79	0.45%	Dawn Redwood	19	0.11%			
Sycamore	65	0.37%	Beech-European	19	0.11%			
Maple-Shantung	65	0.37%	Ironwood	18	0.10%			
Serviceberry	62	0.35%	Birch-White	17	0.10%			
Catalpa-Northern	61	0.34%	Maple-Amur	16	0.09%			
Walnut-Black	61	0.34%	Katsura	15	0.08%			

Species Diversity: Current and Projected



SPECIES	2015 COUNT	2040 COUNT	SPECIES	2015 COUNT	2040 COUNT	SPECIES	2015 COUNT	2040 COUNT
Alder	9	190	Golden Raintree	0	48	Mulberry	36	0
Amur Corktree	5	48	Hackberry	459	665	Oak spp	10	11
Amur Maackia	0	48	Hardy Rubber Tree	0	48	Oak-Burr	90	380
Apple-Crab spp	548	760	Hawthorn	160	380	Oak-Chinquapin	42	190
Apple-Edible	265	95	Hazelnut	0	48	Oak-English	43	285
Ash-Blue	4	0	Hemlock	2	0	Oak-Pin	35	190
Ash-Green	163	0	Hickory spp	13	95	Oak-Red	235	380
Ash-White	84	0	Honey Locust	2095	760	Oak-Shingle	1	190
Baldcypress	141	475	Hornbeam-American	91	285	Oak-Swamp White	224	380
Beech-American	15	95	Hornbeam-European	39	190	Oak-White	92	380
Beech-European	19	190	Horsechestnut	32	380	Pagodatree	0	95
Birch-River	42	190	Horsechestnut-Red	6	95	Pear-Callery	818	570
Birch-White	17	48	Ironwood	18	95	Pecan	3	48
Black Locust	36	76	Katsura	15	95	Persian Ironwood	0	48
Blackgum	20	190	Kentucky Coffeetree	338	570	Persimmon	1	48
Box Elder	20	0	Larch	61	190	Pine spp	7	0
Buckeye-Ohio	32	190	Linden-American	631	380	Pine-Austrian	47	0
Buckeye-Yellow	32	190	Linden-Littleleaf	897	570	Pine-Scotch	11	0
Catalpa-Northern	61	285	Linden-Silver	113	380	Pine-Virginia	2	0
Cherry-Black/Pin	29	0	London Planetree	150	380	Pine-White	79	0
Cherry-Ornamental	13	48	Magnolia spp	2	48	Plum	44	38
Chokecherry-Canada Red	50	95	Maple-Amur	16	0	Poplar	9	0
Cottonwood	11	0	Maple-Black	36	95	Redbud	31	95
Dawn Redwood	19	95	Maple-Freeman	1701	380	Serviceberry	62	285
Dogwood spp	47	190	Maple-Hedge	26	190	Smoketree-American	0	48
Eastern Redcedar	22	0	Maple-Japanese	3	4	Spruce-Blue	40	0
Elm-American	59	48	Maple-Miyabei	338	380	Spruce-spp	59	63
Elm-Hybrid	1082	1425	Maple-Norway	2880	380	Sweetgum	48	190
Elm-Siberian	88	0	Maple-Red	752	380	Sycamore	65	95
Fir spp	2	0	Maple-Shantung	65	285	Tree Lilac	354	570
Fringetree	1	10	Maple-Sugar	998	380	Tuliptree	37	190
Ginkgo	209	570	Mountain Ash	2	48	Walnut-Black	61	65
						Walnut-White	4	4
						Willow-Weeping	1	0
						Yellowwood	14	190
						Zelkova	46	190

Section 5 – Tree Removal

TREE REMOVAL ACTIVITIES

Safe Removal of a Tree to an Appropriate Flush Cut

Tree removal can be a very dangerous activity which puts people, property and workers in harm’s way. Tree removal should be performed under the guidance of a Certified Arborist, Arborist Trainees or experienced City staff members. The safe removal of a tree involves the removal of all portions of the secondary branches, followed by scaffold branches and finally the trunk. The stump must be flush cut such that the highest portion of the cut is no greater than two inches from the highest part of the ground surface.

Stump Grinding

Within a reasonable amount of time following tree removal, stumps and roots should be removed from the parkway using an approved stump grinding machine. No portion of the stump should be less than eight inches below the surrounding soil surface, with no surface roots visible to the naked eye. If the site is to be planted with a new tree, the depth of the stump should be increased to 24 inches below the soil surface. This will ensure that a new tree may be successfully planted near the site of the removed tree, and that no re-sprouting will occur from the old stump. The depth to which a stump is ground may be altered by the City depending on specific circumstances. Until the parkway is fully restored, the stump hole should be filled and compacted to ground level using the debris from the stump removal.



Parkway Restoration

Once a tree has been safely removed and the stump has been ground, the parkway should be fully restored if a tree is not scheduled to be planted in or adjacent to the old hole within six weeks. Parkway restoration consists of removing a portion of the stump chips from the hole, mixing with a quality topsoil, tamping down to match the surrounding grade, spreading grass seed over the top of the topsoil and securing green turf blanket over the topsoil.

REASONS FOR TREE REMOVAL

Removal of trees in the City's ROW will always be at the discretion of the City in the best public interest. When the trunk, branches or roots fail, a standing tree can cause great harm or even fatality, and small dead trees can be an eyesore, reducing property values. Old trees can hold great sentimental value, and many people become attached to these neighborhood icons; however, there are times when the presence of a mature tree creates a public hazard. While it may be difficult emotionally to remove these trees, there are several health and safety reasons to do so.

Tree removal will be conducted based on the best available evidence collected by in-house staff, as well as third party review from consulting Arborists when necessary. Trees will not be removed in order to fill arbitrary removal quotas, or based on a removal request with no evidence of a need for removal.

Dead or Dying

If a tree is biologically dead or nearly dead, it will require removal. Trees which are standing dead, have approximately 70% dead crown or greater (as determined by ocular estimate), or have less than approximately 40% sound wood in the cross-section of the trunk (as determined by mallet sounding), will be removed as expediently as practical.



Diseased or Infested

Trees determined to be diseased or infested by the City will be removed at the discretion of the City as expediently as possible.

Diseases are caused by viral, fungal or bacterial pathogens.

Infestations are caused by insects or other small animals. Dutch Elm Disease, for example, is a fungal disease that kills Elm trees when they are infected. Emerald Ash Borer is an insect which kills Ash trees by infesting them. The prompt removal of diseased or infested trees limits the exposure of other nearby trees. The removal of one tree may save dozens of others.

High Risk

There is potential liability with high risk trees. Tree risk can be assessed in many ways, generally through the observations and measurements of a trained, qualified staff member or expert in the field of Arboriculture. If an assessment determines a tree to be "high risk" or "extreme risk," the City will remove the tree as soon as practical. Timely removal is critical because high risk trees expose the public or property to potential harm. A Risk Assessment Report will document the circumstances prior to removal. Often, risk can be mitigated by removing a portion of the tree at risk. If the entire tree is determined to be at high or extreme risk of failure, however, the entire tree will be removed.



Emergency / Storm Damage Removals

A tree will be removed if it has been severely damaged and/or compromised by lightning, wind or another type of natural disaster. "Severely storm-damaged" will generally be defined as a tree that has lost 33% or more of its crown due to wind damage, has a large crack or other wound in the trunk resulting from high winds, has a lean of greater than ten degrees from vertical or that has sustained a lightning strike.

Damage from Construction or Vehicle Strike

The City will assess trees that have been impacted by a vehicle strike or a large piece of construction equipment. If the tree has suffered physical damage or extreme root compaction and is likely to decline and become high risk, it will be scheduled for removal. The removal decision will be based on the best professional judgement of City staff.

Reasonable Resident Request

If a tree has non-terminal pest or pathogen issues, moderately poor structure or is in somewhat poor condition, a resident may request the removal of the tree. Resident requests will be reviewed by City staff on a case-by-case basis. If a tree shows significant potential to decline or pose a threat in the near term, the City may agree to the removal within the next five years. Note that young and/or healthy trees will not be considered eligible for this type of removal request.

Interference with Utility or Signage

A tree will be removed if it is interfering with the function or visibility of official traffic control devices, or has negatively impacted above or below ground utilities in a manner that cannot be mitigated by pruning or other cost-effective measures.

Overplanted and Underperforming

No healthy tree should be removed for the sole reason of over-planting. The City is adopting industry best management practices for diversity in its urban forest with the goal of building a diverse urban forest by the year 2040. Over-planted species determined to be in “poor condition” during the most recent visual assessment will be assessed for further decline or recovery. Those trees in noticeable decline will be removed at the discretion of the City. Removal of declining trees will be utilized as a preventative measure so these trees do not decline to a point where they become hazardous, not used as a reason to remove an otherwise healthy tree.

OBJECTIVES AND GOALS



As shown above, the City can anticipate planting 9,296 trees (approximately 371 trees per year) over the next 25 years, while removing 8,046 trees (approximately 321 per year). This will result in a net increase of 1,250 trees on City owned ROWs. Since the City currently has 18,900 trees and 1,800 planting spaces, this will leave the City with 550 open planting sites. This is a desirable stocking density as there are approximately 775,000 linear feet of streets in St Charles and 18,900 trees, equating to a stocking density of 41 feet between trees, which is slightly high. When the number of planted trees reaches 20,150 (as shown above) the stocking density will be 38 feet between trees. Typically, ideal tree pacing is between 35-40 feet which allows trees enough space to develop good architecture, while not appearing “sparse” even when young. Additionally, the decision to leave 500 planting sites unplanted accounts for those sites which should not have a tree planted, therefore, therefore only high quality planting sites are being considered. It should be noted that St. Charles can expect a much younger tree population by 2040.

REQUIREMENTS AND STANDARDS

The following requirements and standards will be met during tree removal activities:

City of St. Charles

1. All personnel directly involved in chainsaw operation, climbing, bucket truck operation and rigging limbs will be have sufficient training and experience to perform such duties while employed by the City.
2. Only qualified utility arborists may perform tree removal operations within ten feet of an electric utility line. City employees may complete trunk removal and stump grinding only if the remaining portion of the tree is greater than ten feet from a transmission line.
3. The City will not remove healthy trees in order to meet diversity goals, unless the tree poses risk to persons or property.
4. The City of St. Charles will not perform or assist, programmatically or financially, with the removal of trees on private property. If a private tree falls into the ROW, the portion of the tree impacting the ROW will be removed to the property line(s) by City staff.

ANSI Z133.1 Arboriculture Safety Standards

ANSI Z133.1 safety standards will apply to all tree care operations outlined in the remainder of this Plan. The full text of the ANSI safety manual will be made available to all City employees and contractors involved with tree care operations.

1. All tools and equipment utilized for tree care operations, including those not specifically mentioned below, will be inspected and maintained by qualified personnel in accordance with the manufacturer's care instructions.
2. All staff will be trained in the proper use, inspection and maintenance of tools and equipment utilized for tree care operations.
3. Certified Arborists or Arborist Trainees will conduct job briefings daily prior to tree care operations of any kind and the information will be communicated to all workers.
4. All activities performed on any job site for any activity outlined in this Plan will comply with all applicable OSHA guidelines and standards.
5. Traffic and pedestrian control will be established around a job site prior to the beginning of tree care operations.
6. Emergency contact information and a safety kit conforming to the ANSI Z308.1 standards will be made available to all workers. All employees will have basic instruction on the use of CPR and First Aid.
7. Personal Protective Equipment (PPE) will be required when there is a reasonable probability of injury or illness on the job site as determined by the Certified Arborist or Arborist Trainee prior to the beginning of tree care operations each day. PPE will be made available and will be well-maintained in accordance with the manufacturer's requirements.
8. Head protection will conform to ANSI Z89.1, face and eye protection will conform to ANSI Z87.1, respiratory protection will comply with ANSI Z88.2, leg protection will always be worn when using a chainsaw.
9. Flammable liquids will be kept a minimum of ten feet from open sources of flame or high heat and will be stored in approved containers.
10. All City staff and contractors working near electrical hazards will be qualified to do so and will be educated on ANSI standards for Electrical Hazards and Line Clearance.
11. Vehicles and mobile equipment will be inspected and maintained by qualified personnel in accordance with the manufacturer's requirements and will be equipped with all standard safety devices, decals and instructions, and will be operated in accordance with all federal, state and local motor vehicle codes and ordinances.
12. Aerial devices will be inspected and maintained by qualified personnel in accordance with the manufacturer's requirements, and will be equipped with all standard safety devices, decals and instructions.
13. Aerial devices will be stabilized by wheel chocks, outriggers or stabilizers as necessary for the device, and will never be used to lift, hoist or lower logs or equipment unless specifically designed to do so.

14. Aerial devices will be equipped with fall protection devices and permanent load ratings, in accordance with ANSI/SIA 92.2 or 92.5, as applicable to the specific aerial device.
15. No aerial device will be allowed to make contact with electrical conductors, and minimum safe distances will be maintained in accordance with the ANSIZ133.1 standard.
16. All brush chippers will be inspected and maintained by qualified personnel in accordance with the manufacturer's requirements, and will be equipped with all standard safety devices, decals and instructions.
17. Sprayers and related plant health care equipment will be inspected and maintained by qualified personnel in accordance with the manufacturer's requirements, and will be equipped with all standard safety devices, decals and instructions.
18. Sprayer tanks or other similar enclosed spaces will not be entered unless performed in accordance with a confined-space entry plan in compliance with OSHA 1910.46 requirements, including air-quality testing, training and PPE.
19. Chain saws and other similar portable power tools will not be operated unless the manufacturer's safety devices are in proper working order. Manufacturer's safety devices will not be removed or modified.
20. Forestry staff will have a minimum of two points of attachment to a tree or aerial device while operating a chainsaw at all times, unless the hazard posed by the second point of attachment poses a greater hazard than utilizing one point of attachment.
21. A visual hazard assessment, including a root collar inspection, will be performed by a Certified Arborist or Arborist Trainee prior to climbing, entering or performing work in or on any tree, and a second crew member will be within visual or voice communication at all times during arboricultural operations that are in excess of 12 feet from the ground surface.
22. All ropes, saddles, carabiners and other similar climbing equipment will be: A) approved for use in the tree care industry by the manufacturer, B) have a minimum breaking strength or load capacity of 5,000 pounds, C) be inspected before each use and D) equipment will be removed from service when it shows signs of excessive wear or deterioration.
23. No work will be performed from a ladder or other similar support device unless the employee is tied in or has a minimum of two points of attachment to the tree.
24. All pruning, removal and rigging operations will have a designated drop zone where limbs, trunks and tools can be dropped from aloft without impacting pedestrians or passersby. A visual or verbal communication system between the employee aloft and the employee(s) on the ground will be established to determine when the employee aloft can safely drop tree parts or tools.
25. Any tree parts which cannot be safely dropped or controlled from aloft will have a separate rigging line tied to them to help control their fall. The tree will be inspected for structural stability prior to the establishment of a rigging system in the tree. When trees appear to have defects that could jeopardize the ability to safely use a rigging system to drop or control a limb, an alternate plan will be implemented.
26. All equipment utilized in rigging will meet the load ratings for the limb being rigged, and a qualified employee, trained in proper rigging procedure will determine the rigging procedure and equipment to be utilized. Any equipment that has been damaged or overloaded will be removed from service.
27. When removing a tree, a crew leader will determine what equipment is necessary and how many crew members will be directly involved in drop zone operations. A well-established escape route will be planned prior to the beginning of removal operations. Any non-involved workers will be away from the drop zone at a distance of twice the height of the trunk or tree being removed.
28. Notches will be used on all trees and trunks greater than five inches in diameter during removal operations, and should conform to the standards of ANSIZ133.1 Standard.
29. Loose clothing, ropes, lanyards and saddles will not be worn during any tree care activity where the risk of entanglement with tools or machinery is possible, particularly with brushchippers.

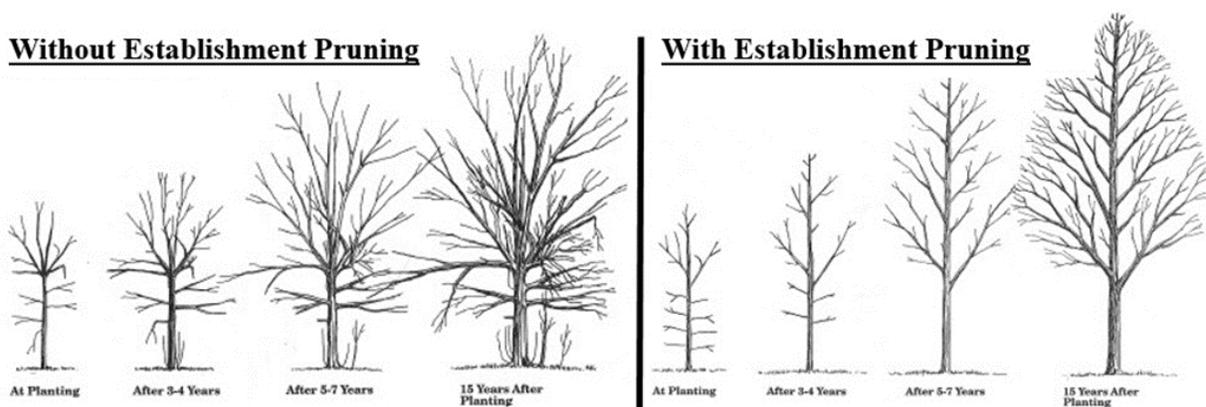
Section 6 – Tree Pruning and Standard Maintenance

Tree pruning accomplishes several very important things for a tree. Pruning reduces the risk of failure, provides clearance for utilities or other structures, reduces shade, reduces wind resistance and wind damage, maintains overall tree health and improves overall aesthetics. Activities related to tree pruning, as well as several other basic maintenance tasks are detailed below.

MAINTENANCE ACTIVITIES

Pruning Young Trees

A young tree is generally considered to be six to eight inches in diameter or less. There are exceptions for very slow-growing and very fast-growing species. Young trees are still trying to acclimate to their sites, and pruning young trees has different goals and outcomes than pruning larger, mature trees. The standard nursery stock sold in stores has been meticulously pruned for four to ten years to have a single trunk, and the branching patterns common to the various tree species. Without proper establishment pruning, these trees might have multiple trunks, poor branch structure and overall poor form and architecture. Pruning young trees to establish proper form is one of the most cost-effective maintenance activities. It is an inexpensive procedure that does not require a great amount of man-hours, and saves thousands of dollars in pruning and maintenance costs later in the life of a tree.



Pruning Mature Trees

Depending on the species, a mature tree is generally considered to be greater than six to eight inches in diameter. Mature trees are established in and acclimated to their sites. The pressure these trees face from their environment generally comes from above-ground factors such as pests, pathogens, man-made structures, other trees, windstorms or lightning strikes. Pruning is performed for these above-ground issues. Natural aging and/or death are additional reasons mature trees are pruned. Pruning mature trees may mitigate short-term risk, such as storm damage, or pruning may be done to maintain a tree's long-term health and structure. In the wild, trees lose limbs to wind and disease frequently; this is known as self-pruning. Allowing trees to self-prune over time is not advisable in an urban forest. Safety factors may arise, and the process of self-pruning may bring up aesthetic issues in an urban environment.



Watering

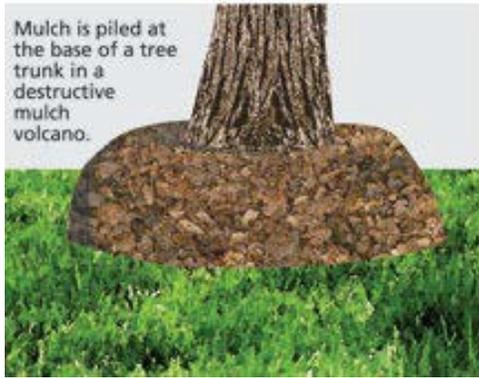
Water is one of the most important substances required by all living things. The importance of water in the establishment, growth, and survival of trees cannot be overstated.

Most trees adapted to our climate zone (USDA Zone 4) are also adapted to the amount of moisture we have in an average year. However, younger trees with less expansive root systems are susceptible to prolonged drought. Young trees often need additional watering, which is an essential maintenance activity and can increase the likelihood of the survival of newly planted or younger trees on the parkway.

Mulch / Parkway Repair

Parkway maintenance and proper applications of mulch are cost-effective maintenance activities. Mulch has many benefits, including eliminating weed growth in the root zone, allowing water to percolate into the soil, reducing evaporation rates and creating a naturally acidic and fertile soil environment. Turf grass often seen on parkways competes for resources such as water and nutrients, and mulch eliminates this competition. Volcano mulching is the poor practice of piling mulch against the trunk of the tree in excess of 3 inches deep. Volcano mulching causes moisture buildup against the trunk and can cause severe decay of the trunk tissue and ultimately tree death.

Improper Mulching



Proper Mulching



Chemical Applications

When practicable and applicable, chemical control for common pests or pathogens may be utilized as a preventative or curative method. Generally, the cost of chemical treatment is more expensive than removal of the tree. In rare circumstances, the City may decide to treat trees chemically. Residents must notify the City Arborist before they attempt to treat their parkway trees. Chemical treatment may be allowed by residents at their own expense, as long as treatments are performed by a Certified Arborist or staff member with an Illinois Pesticide Applicator license.



REASONS FOR MAINTENANCE

Establishment Pruning

Establishment pruning is the single most cost-savings measure in tree care as it establishes good form and branch structure for the life of the tree. Establishment pruning of newly planted trees should be performed a minimum of one time prior to the tree reaching six inches in diameter. Once established, the tree will only require periodic cycle pruning to maintain an appropriate form for the urban forest.

Cycle Pruning

Mature trees are pruned on a cyclical basis, dependent on the management strategy employed and based on the size of the tree population and the capacity of the controlling authority to manage that tree population. Cycle pruning ensures that dead branches, storm damaged limbs or unsightly growth are removed before becoming hazardous or unsightly. Cyclical pruning also ensures the proper leaf to stem ratio which provides structural support for the tree.

Following the removal and replanting of the Ash tree population as a result of the EAB, the City is striving to implement a six-year cycle pruning program in order to balance the tree population, anticipated budgets and manpower. When the six-year cycle pruning program is fully implemented, every tree in the City will be inspected and/or pruned once every six years.

The City is currently divided into 13 zones for various Public Works operational programs including asphalt maintenance and snow removal. The City will use these zones as a basis for its cycle pruning program with approximately two zones to be pruned each year.

Emergency / Storm Damage Pruning

Emergency pruning is nearly always necessary in order to mitigate severe risk, such as fallen limbs that are blocking traffic, have impacted a structure, are interfering with a utility or are hanging and in imminent danger of any of the above. Emergency and storm damage pruning will be conducted at the discretion of the City with the best interests of the public in mind.

Sanitation Pruning

When a tree has been diagnosed as diseased or infested, sanitation pruning may be utilized to maintain the tree while removing the diseased or infested portions. This technique is only effective when the host tree is infected or infested with certain pests and pathogens. Generally, removal will be the most cost-effective and safest option to avoid endangering other nearby trees.

Drought

When a drought occurs, the City encourages residents to institute a watering program for all trees planted within the last two years. Residential watering should be in compliance with the City's Water Conservation Ordinance. A watering program should encourage residents to provide approximately five gallons of water for each tree, once per week, until the drought has subsided.

Pest or Pathogen Outbreak

Removal will generally be the response to a diseased or infested tree. Pruning the diseased or infested portions of a tree may also be possible. These measures are less expensive than attempting chemical treatment.

REQUIREMENTS AND STANDARDS**City of St. Charles**

1. All activities directly related to the operation of a chainsaw, bucket truck, limb rigging, or tree climbing will be performed by a qualified employee, or under the supervision of a Certified Arborist or Arborist Trainee.
2. No pruning or maintenance activity that takes place within ten feet of a power transmission line will be performed by a City employee unless certified as a qualified Utility Arborist.
3. No cabling, bracing or other support systems will be installed in City-owned trees, either by the City, its residents or any contractors. Exception may be made by obtaining prior written approval of the City.
4. No heading, pollarding or espalier pruning will be conducted on City-owned trees, and no wound dressings will be used under any circumstances without a permit and prior written approval of the City.
5. Residents of the City may perform chemical applications on parkway trees, such as treatment for EAB, DED, Apple Scab or other common maladies with prior permission from the City. The City will not bear any financial responsibility associated with the costs of such treatments, and treatments must be performed by a Certified Arborist who holds an Illinois Pesticide Applicators license. Additionally, trees being treated by residents may still be removed at the discretion of the City for any of the reasons stated above. The City may deny or revoke permission for chemical treatment of parkway trees if an unqualified contractor is utilized, if potentially hazardous chemicals are involved or for any other reason at the discretion of the City.
6. The need for pruning and maintenance of individual trees and parkways will be at the discretion of the City and its designated contractors.

ANSI A300 - Part 1

1. A designated Arborist or Arborist Trainee will visually inspect each tree before beginning work. If any condition is observed above and beyond the original scope of work, the condition will be reported to the controlling authority before any work begins.
2. Pruning tools will be sharp before and during use.
3. Pruning cuts which remove a branch at its point of origin will be made close to the trunk or parent branch without cutting into the branch-bark collar or leaving a stub.
4. Pruning cuts made to reduce the length of a limb or parent stem will be made at a slight angle relative to the remaining stem, and not damage the remaining stem. If pruning to a lateral branch, the lateral should be large enough to assume the terminal role.
5. Final cuts will be made that result in a flat surface with the adjacent bark firmly attached.
6. Not more than 25% of the foliage will be removed during an annual growing season, depending on the tree species, size, age and condition. If more frequent pruning is necessary due to utilities, vistas or health considerations, removal of the tree should be considered as an alternative to pruning.

ISA BMP Manual

1. All employees or contractors directly involved with tree pruning will be familiar with the following pruning types and how they are to be used in conjunction with one another.
 - A. Pruning to Clean: Selective removal of dead, diseased, detached, cracked and broken branches.
 - B. Pruning to Thin: Selective removal of small live branches to reduce crown density.
 - C. Pruning to Raise: Selective removal of branches to provide vertical clearance.
 - D. Pruning to Reduce: Selective removal of branches and stems to decrease the height or spread of a tree or shrub.
 - E. Structural Pruning: Selective removal of live branches and stems to influence the orientation, spacing, growth rate, strength of attachment and ultimate size of branches and stems.
 - F. Pruning to Restore: Selective removal of branches, sprouts and stubs from trees and shrubs that have been topped, severely headed, vandalized, lion-tailed, storm damaged or otherwise damaged.

2. Every effort will be made to time pruning of individual tree species in accordance with best management practices for the tree species in question. All pruning work will be conducted at the discretion of the City and its approved contractors.

OBJECTIVES AND GOALS

	2015 Milestone 1	2020 Milestone 2	2025 Milestone 3	2030 Milestone 4	2035 Milestone 5	2040 Final Goals
Cycle Pruning	Prune 1,700 trees/year	Prune 2,000 trees/year	Prune 2,300 trees/year	Prune 2,600 trees/year	Prune 2,900 trees/year	Prune 3,200 trees/year
Mulching Parkway Trees >16"	10% of all City Owned trees properly mulched	30% of all City Owned trees properly mulched	50% of all City Owned trees properly mulched	70% of all City Owned trees properly mulched	90% of all City Owned trees properly mulched	~100% of all City Owned trees properly mulched

Section 7 – Tree Planting

This Plan exists to educate the public and set strategic goals for tree planting and canopy cover assessment. The Plan is intended to be reviewed and amended as necessary throughout the course of its effective lifecycle. The exact numbers of trees to be planted are not fixed. As trees are planted, removed, replaced and evaluated, the goals of this Plan are subject to change, at the discretion of the City, its Tree Commission and residents.

TREE PLANTING ACTIVITIES

Diversity and Canopy Cover Assessment

The tree canopy will be reviewed to determine how much canopy exists in the City at present. Strategic goals to increase the canopy will be set. Utilizing several software suites, along with data available from the Morton Arboretum, the canopy assessment and goals will be determined by the year 2020. Canopy cover goals will not only include street trees, but also trees on private property and in natural areas as well. This Plan includes recommendations for several potential incentive programs to increase canopy cover on private property. Once canopy data is assessed, the City will utilize GIS software and available analysis programs to determine where the greatest need for increased tree planting is on both public and private land, and determine the best methods of incentivizing increased tree planting.

Planting Site Assessment

The success of a tree depends on where and how it is planted. The City will assess planting sites before trees are purchased and installed to ensure the correct tree is planted for the correct site. Assessments may include soil conditions, grow space, adjacent tree species and other criteria. The City is committed to a strategic and targeted approach to tree site and selection assessment. Each tree planted represents a 25 - 100 year commitment, and due diligence will be performed before making that commitment.

Nursery Stock Procurement

Nursery stock quality is also key to a tree’s long-term success. The City will visually inspect and select every tree from nurseries, planting contractors and consultants that will be planted on City-owned property in order to minimize the possibility of installing poor quality nursery stock.



Nursery Stock Recommendations

Maples, Lindens and Honey Locusts are over-represented in the City’s population (and in Illinois as a whole). In order to bring the overall diversity of the tree population back into a sustainable balance, a diverse array of other species will be planted over the next 25 years. Over the next five to ten years, many species of trees will be in high demand and low supply. In order to mitigate this shortage, the following recommendations are offered for consideration:

- Change current nursery stock standard from 2.5 inches balled and burlapped (B&B) stock to 2 inches B&B stock. This will allow the City to purchase younger trees, which will take less time to produce, thus shortening the time it takes to obtain trees.
- Partner with one or more local nurseries, and consider contract growing some of the more difficult to locate stock, so that it will be available when it is needed.
- Partner with the St. Charles Park District or private landowners to establish a small propagation nursery on City property, in order to produce a portion of its own nursery stock.

Tree Transport and Planting

Proper transport and planting procedures determine a tree’s success after planting. Trees planted too deeply will suffer from root compaction and trunk decay. Trees planted without properly dug holes may suffer from stunting. Trees planted without proper removal of packaging materials may develop girdling roots. Trees planted too high may have surface root desiccation. Trees improperly staked or with improper trunk protection may suffer from trunk wounds or girdling of the entire trunk. The standards and best management practices for tree transport and planting are detailed below.



Challenges of Parkway Planting

Urban parkways are a difficult environment for trees to thrive in, and approximately 10% of new plantings fail each planting cycle. The City’s contracts for tree planting generally include a one to two-year replacement warranty for any new trees that fail to thrive in their new environment. In general, it should be understood that planting on a narrow strip of soil between the street and sidewalk is an uphill battle in many ways due to limited soil volume, salt runoff, airborne pollutants and other factors. New planting mortality is to be expected, despite best efforts to prevent failure.

REQUIREMENTS AND STANDARDS

City of St. Charles

1. Planting sites will be determined and monitored using the City’s tree inventory, in conjunction with staff input.
2. New planting sites will ideally be ten feet away from utility structures and a minimum of six feet from manholes and utility structures, driveways and hardscapes.
3. Choice of species for planting over the next 25 years will be done according to the City’s existing taxonomic, spatial and age-class diversity goals. A diverse and resilient urban forest will be created to minimize exposure to financial, environmental and health risks while maximizing aesthetics, environmental benefits and ecosystem benefits.
4. Nurseries and planting contractors employed by the City should have at least one Illinois Certified Nursery (ICN) professional on staff. Planting projects should be overseen by an ICN professional at least one day per work week. For in-house planting, a staff member with horticultural training will oversee all planting activities.
5. All planting stock will be grown within 150 miles of the City and planting sites.
6. Acceptable nursery stock will conform to the following standards:
 - A. Minimum of 2 inch caliper, measured at six inches from the trunk flare.
 - B. Root ball conforms to ANSI Z60.1 Standards for Nursery Stock.
 - C. Less than 10% deadwood in the crown.
 - D. Architecture consistent for the species, cultivar or variety in question.
 - E. No included bark or other narrow branch attachments, unless consistent with species or variety.
 - F. Free of pests or pathogens.
 - G. Approved species list for the City.

7. Planting and digging of certain species will only occur at certain times of year in accordance with nursery industry best management practices and professional judgement. These times and species are listed in a table below, but are subject to the professional opinions of both the City and its approved contractors.
8. Residents will not be permitted to plant trees on the City ROW even if purchased independently. Any unauthorized plantings are subject to removal by the City.
9. JULIE will be contacted and all utilities located a minimum of three days before planting is scheduled to begin.
10. A minimum one-year replacement guarantee will be provided by approved nurseries and plantsmen for all new plantings rated to hardiness Zone 5 or lower.

ANSI Z60.1

1. All root ball and container sizes for all balled and burlapped stock will conform to the Z60.1 standards for width and depth, and encompass enough of the fibrous root system as necessary for the full recovery of the plant upon installation.
2. All bare root stock will conform to ANSI Z60.1 standards for minimum rootspread.
3. All containerized stock will conform to ANSI Z60.1 standards for plant and container size, as specified by the City, and will be healthy, vigorous, well-rooted and established in the container in which it is growing. The root system will reach the sides of the container, but will not have excessive growth encircling the inside of the container.
4. All collected plants (those grown on unmanaged land) will be designated and considered to be nursery-grown stock when they have been successfully reestablished in a nursery row and grown under regular nursery cultural practices for a minimum of two growing seasons.
5. The trunk or stem of the plant will be in the center of the ball or container, with a 10% overall variance in location.
6. The use of digging machines, in both the packaging and installation of trees, is considered an acceptable nursery practice.

ANSI A300 – Part 6

1. Planting sites and work sites will be inspected for hazards by the City prior to the beginning of work each day. If portions of the work site are outside of the original scope of work, the controlling authority will be notified immediately.
2. Location of utilities, obstructions and other hazards above and below ground will be taken into account prior to planting and transplanting operations. These include, but are not limited to, gas, electric, sewer, communication, drainage and signage.
3. The following criteria will be considered prior to transport and planting: requirements of individual trees, compass orientation of field-grown trees, site feasibility assessments, soil assessment and drainage assessment.
4. Tools for planting and transplanting will be properly labeled or purchased for their intended use, and be maintained in accordance with the manufacturer's recommendations.
5. The system used to move and store the plant will minimize desiccation and other damage to the crown, trunk or root ball and the health and vigor of the plant will be maintained during these periods.
6. The hole to be dug for all new plantings will be a minimum of 150% larger than the root ball or container diameter, as deep as the root flare of the tree to be planted and will have sides from which soil has been loosened in order to aid in root penetration.
7. For balled and burlapped trees, all root ball supporting materials will be removed from the upper third of the root ball and removed from the planting hole prior to final backfilling.
8. Prior to planting, container root balls will be managed by approved methods such as shaving the root ball, slicing the root ball and redirecting or removing encircling roots.
9. Backfill will comprise of either the same soil created during excavation of the planting hole or a similarly amended mixture to meet a specific objective, and will be applied in a layers to reduce future settling and prevent air pockets.

10. Mulch will be applied at a depth of two to four inches near, but not touching, the trunk of the tree, and extending to the perimeter of the planting.
11. Support systems such as guy-wires or stakes will not be installed except where needed.

ISA BMP Manual – Tree Planting

1. Timing of planting will be determined based on the species and the best professional opinion of the employees of or contractors working for the City.
2. All employees and contractors employed by or working for the City will be familiar with the following planting types, and when it is appropriate to use each:
 - A. **Bare-Root:** Field-grown and dug without soil during the dormant season.
 - B. **Ball and Burlap:** Field grown and packaged with a soil ball using burlap, twine and a retaining basket of some kind.
 - C. **Tree Spade:** Transplanted using a mechanical tree spade to hold the soil ball during transport.
 - D. **In-Ground Fabric Bag:** Field grown with the root mass contained in a semi-permeable fabric bag.
 - E. **Container Grown:** Grown above ground in containers of various shapes, sizes and materials.
3. Trees packaged with root balls must have their first structural root within two inches of the soil surface. Trees with deeper structural roots will not perform well when transplanted and should be avoided when selecting nursery stock.
4. Trees with root balls will be handled by the ball, not the stem, to ensure no damage occurs to the root-soil interface or to the stem itself.
5. Trees with leaves will be transported with a fabric tarp to minimize desiccation, and have had their root balls wetted prior to transport.
6. Sites will be tested for drainage, nutrient levels and pH prior to planting or prior to species selection, if possible.
7. Container stock will be removed from its container. For balled and burlapped trees, wrappings will be left on until the tree is in the hole; wrapping will then be removed from the third to fourth of the wire basket and burlap from the top of the ball. For all types, ensure any encircling (girdling) roots are removed and root ball is shaved as necessary.
8. As soil is added, wet and tamp each layer down to ensure good moisture and reduction of air bubbles.
9. Do not prune trees at time of planting, unless to remove dead, dying, diseased or cracked branches, as it may take away from root development as the tree attempts to heal these above-ground wounds.
10. The use of trunk wrap may be considered in areas with harsh winters, specifically on trees with thin bark, such as London Planetree and certain Maple species.

Section 8 – Tree Inspections and Risk Management

Trees provide ecosystem and aesthetic benefits. Whether they are healthy, unhealthy, structurally sound or in imminent danger of failing, all trees pose some degree of risk. Determining the acceptable level of risk, along with effective risk management, is a key priority for municipal forestry operations. As a tree manager, the City and its agents always assume some degree of risk. It is up to the City to ultimately decide how to manage trees which pose such risk in a manner which is responsible both economically as well as in the interest of public safety. This section of the Plan will deviate from the above format in order to appropriately address various facets of managing risk in an urban forest.



LEVELS OF RISK ASSESSMENT

The following Risk Assessment Levels are based on the International Society of Arboriculture (ISA) Tree Risk Assessment Qualification (TRAQ) protocols, as well as the ANSI A300 Part 9 Tree Risk Assessment Standards. The Levels are general guidelines and may be open to a certain degree of interpretation

Level 1 Assessment

Also known as “limited visual assessment” which is the typical “tree inventory assessment” of obvious physical defects and condition. During Level 1 assessment, the assessor walks to or drives by the tree, assesses it for defects, evaluates the risk posed by the subject tree and reports the results of the assessment to the tree owner. Often, prior to a recommendation, more detailed, Level 2 or Level 3, assessments are required to gather additional data.



Level 2 Assessment

A Level 2 assessment, also called a “basic assessment”, is a synthesis of the information collected during a detailed visual inspection of the tree and the surrounding site. A Level 2 inspection requires a 360 degree walk around, and may include the use of simple tools, such as binoculars, magnifying lenses, mallets, probes and trowels or shovels. The goal is to get a more complete picture of the tree in its environment.

Level 3 Assessment

A Level 3 assessment, also called an “advanced assessment,” provides detailed information about specific tree parts, targets, and risk associated with each potential interaction. It typically requires specialized training and equipment, such as bucket trucks, resistographs, tomographs and other equipment. This is the most detailed and time-intensive level of assessment.



CONSIDERATIONS IN ASSESSING RISK

Likelihood of Tree Failure Impacting a Target

A large part of determining the likelihood of a tree failure impacting a target is ascertaining the occupancy rate, or the amount of time that targets are within the Target Zone with the potential to be impacted by a tree failure. A large tree in the middle of a corn field could fail with little impact, but the same tree in a playground will have significant impact. In many roadways, motor traffic is present day and night. Most of the City’s 19,000 trees are in the ROW adjacent to roads. The failure of a tree located in the ROW not only impacts motor traffic, but also has a potential effect on pedestrian traffic and utilities within ROW.

Consequences of a Tree Failure Impacting a Target

The potential consequences of a tree failure impacting a target are a cumulative function of the value of the target, the characteristics of the tree and the type of failure it is likely to experience. While “Likelihood of Tree Failure Impacting a Target” addresses occupancy rates of an impact area, “Consequences of a Tree Failure Impacting a Target” addresses the consequences of the impact on a target and assumes that the target is always present (occupancy rate is *not* considered).

To follow the example above, if a parkway tree were to fail, a car, utility line and person (anything that likely could be there) are all underneath the tree at the time of failure, and the consequences to those targets are evaluated. Consequences are generally considered to be “minor” for targets that can be easily replaced or repaired, such as outbuildings, tool sheds and other similar targets. When a tree failure can cause injury, fatality, power outage or other similar outcomes, the consequences are considered to be “severe” (see the table below).

It should be noted that for the consequences of failure to be considered as part of this risk assessment system, specific to the City of St. Charles, the tree branch must have a minimum of a 3 inch diameter at the base. A smaller requirement would present an unrealistic and burdensome standard for inspection.

Weather

Every tree, no matter how healthy, can fail from wind velocity or other impacts such as lightning damage, ice loading or soil saturation. Predictable weather events generally cause tree failures or tree part failures for trees which have pre-existing defects. Extreme weather events, by contrast, can cause the failure of healthy trees. For all tree risk assessments, risk will be assessed assuming “normal” weather conditions. Abnormal weather conditions causing tree failures may be considered an “Act of God,” and the City will not be held liable for any damage or claims of negligence resulting from such events.

CITY OF ST. CHARLES RISK ASSESSMENT POLICY

The City created this policy to maintain an acceptable level of risk from its street tree population. In order to maintain a high level of public safety, while mitigating undue burden, the City will conduct the following risk assessment protocols:

1. The City maintains a tree inventory detailing the species, size and condition of all trees on the public ROW. This Plan recommends that the inventory be audited within the next five years. After completing the full inventory audit, approximately 17% of the new updated inventory will be audited each subsequent year, so that the oldest tree data will be six years old, at most. These inventory updates and audits will be considered a Level 1 limited visual risk assessment, and will identify high risk trees. A tree considered to be a high or extreme risk will be mitigated, either by pruning, bracing or removal, as soon as is practical following the assessment.
2. During routine work, the City’s Public Services forestry crew will look for defects which could create a high risk situation. Additionally, the forestry crew may be given the task of driving through the City to look for high risk trees. These activities will be considered a Level 1 limited visual assessment, and will identify any obvious high risk trees. Any high risk trees identified will either be scheduled for a more detailed risk assessment (Level 2 or 3), or will be mitigated, either by pruning, bracing or removal, as soon as practical following the assessment.
3. Upon notification from a resident regarding a concern about a potentially high risk tree on the public ROW, the City will send a qualified employee or qualified contractor to perform a Level 2 or Level 3 risk assessment within five business days of the notification from the resident. The qualified employee or contractor will either hold an ISA TRAQ qualification or have sufficient professional experience. If the tree is determined to have a risk rating above “low” (as determined by TRAQ and ANSI A300 Part 9 Standards), a decision will be made by the City as to the appropriate mitigation measures, if any.
4. All trees determined to be in need of mitigating actions (removal, pruning, etc.) will be documented in writing by the assessor. A work order will be created within 48 hours of completion of the assessment. The documentation will include, but not be limited to, the assessor’s name, the date of the assessment, the tree species, size, condition, a brief narrative detailing which parts of the tree are likely to fail, the likelihood of failure, the likelihood of impacting a target, the consequences of tree or tree part failure and the overall tree risk rating according to the ISA’s TRAQ system of risk assessment.
5. The City will not assess privately owned trees for risk, nor assume any liability for privately owned trees. If a resident expresses concern about a tree on private property, the City will refer them to a list of qualified contractors.
6. A minimum branch diameter of three inches, by ocular estimate, will be the standard to which this risk assessment policy applies. Assessing all branches smaller than three inches represents an undue burden to the City.

TRAQ TREE RISK ASSESSMENT MATRICES

Likelihood of Tree Failure Impacting Target

Likelihood of Tree Failure	Likelihood of Impacting Target			
	Very Low	Low	Medium	High
Imminent	Unlikely	Somewhat Likely	Likely	Very Likely
Probable	Unlikely	Unlikely	Somewhat Likely	Likely
Possible	Unlikely	Unlikely	Unlikely	Somewhat Likely
Improbable	Unlikely	Unlikely	Unlikely	Unlikely

Risk Rating Matrix

Likelihood of Failure and Impact	Consequences			
	Negligible	Minor	Significant	Severe
Very Likely	Low	Moderate	High	Extreme
Likely	Low	Moderate	High	High
Somewhat Likely	Low	Low	Moderate	Moderate
Unlikely	Low	Low	Low	Low

Section 9 – Tree Preservation and Management During Construction

Ordinances pertaining to trees exist, in part, to protect trees and shrubs from construction activities with the intent to protect the benefits trees and shrubs provide to the common good. Trees and shrubs may be privately owned, but are also community resources that provide many benefits including carbon sequestration, increased property values and enjoyment, helping to retain storm water runoff and energy savings. Therefore, tree and shrub protection and preservation during construction activities represents an investment in the community. Ensuring the protection and preservation of these assets, while minimizing burdens to businesses, developers and residents, is essential. The requirements and standards documented in this Plan are consistent with many similar communities in Illinois. There are no strategic timing goals for implementation.



REQUIREMENTS AND STANDARDS

City of St. Charles

1. A tree survey will be performed by a qualified individual prior to the beginning of any development activities. The survey will detail the size, species and condition of each tree six inches DBH and greater or each managed landscape tree (intentionally planted, non-volunteer tree) of any size.
2. The tree survey and a tree protection plan will be submitted to the City and all relevant architects, engineers and workers with the following information:
 - A. Trees to be removed
 - B. Trees to be preserved
 - C. Location and size of the Tree Protection Zone (TPZ) for each tree
3. The Tree Protection Zones for each tree will be visibly delineated by the site engineer, using orange snow fencing or other high visibility exclusion material. When delineation is not possible, all workers on site will be made aware of the TPZ verbally.

ANSI A300 – Part 5

1. Tree management plans and specifications for tree management will be written and administered by a Certified Arborist, qualified in the management of trees and shrubs, during site planning, development and construction. These may include, but are not limited to: demolition, grading, building construction, walkway or roadway construction, excavation, trenching and boring or other activities having the potential to negatively impact trees.
2. The management of trees and shrubs will be incorporated into the following phases of the site development process:
 - A. Planning
 - B. Design
 - C. Pre-Construction
 - D. Construction
 - E. Landscape
 - F. Post-Construction
3. During the planning phase, an assessment of tree and shrub resources on the site will be performed by a Certified Arborist. The assessment will identify the species, condition and size of each tree and will be incorporated into the site design. Trees to be retained or protected will appear on site design maps. Trees on neighboring property which could also be impacted should also be considered.

4. During the design phase, a tree management report will be developed for trees to be conserved on the site and will be included in the construction plans and specifications, which may include, but are not limited to:
 - A. Trees to be retained
 - B. Tree and Root Protection Zones
 - C. Tree Protection Zone barriers
 - D. Tree Protection plans
 - E. Soil erosion control
 - F. Soil compaction controls
 - G. Staging and storage areas
 - H. Other relevant on-site activities
5. Grading and demolition plans will include all trees to be retained and removed, as well as the tree protection plans for working around retained trees. Plans will also include equipment routes for avoiding the tree protection zones. Consequences for non-compliance will be specified.
6. During the pre-construction phase, all tree protection plans will be effectively communicated to all parties involved with the site development. Tree protection zone barriers will be in place prior to the beginning of any construction activities.
7. Tree protection zones will be delineated around all trees to be protected during construction, and will be based on the size, species and condition of the tree and its root system. Generally 6 to 18 times the diameter of the tree is considered to be acceptable. Deviations from this diameter may be made at the discretion of a Certified Arborist. Activities which could damage tree roots or compact soil should be avoided in the TPZ.
8. Fencing or other visible barriers to the TPZ will be installed prior to site clearing, grading and demolition, and will be maintained throughout the construction and landscaping phase. When this is not feasible, alternate methods may be considered.
9. During the construction phase, compliance with tree protection plans will be monitored by a Certified Arborist, and any damage to tree barriers or trees, or non-compliance will be reported to the project manager or owner, or other controlling authority.
10. When removing vegetation or pavement during demolition, equipment used adjacent to TPZ will be specified to avoid damage to the tree and the surrounding soil. Soil protection measures will be in place prior to vehicle or heavy traffic in or near the TPZ.
11. Storage or disposal of construction materials or hazardous materials will not occur in the TPZ.
12. Fill within the TPZ will not be permitted without mitigation to allow for proper air and water availability to existing roots. If fill cannot be avoided in the TPZ, compaction of fill will be avoided, and consideration will be given to a permanent well installation to protect the tree and its roots.
13. During the landscape, irrigation and lighting phase, levels of compliance will be documented and reported by a Certified Arborist. Non-compliance will be reported to the project manager.
14. During the post-construction phase, a remedial and long-term maintenance plan will be specified for existing and new landscaping to ensure the success of preservation efforts and newly planted landscaping.
15. Pruning will be considered to reduce wind sail when necessary. It should not be considered to compensate for root loss.
16. Mulch will be applied to as much of the TPZ as possible in order to create a favorable soil environment for root recovery after construction activities.

ISA BMP Manual

1. A cost-benefit analysis will be conducted during the planning phase. In some cases money may be better invested in tree planting post-construction.
2. The species and age of trees will be evaluated by a Certified Arborist, so that trees in good condition with desirable characteristics are preserved, but those in poor condition or with undesirable characteristics are not.

3. A tree inventory and tree management report will be conducted during the planning phase, and a Certified Arborist will work closely with developers to ensure best management practices are being met for both parties.
4. Effort will be made to retain groups of trees to ensure there is a wind and solar buffer around the highest quality trees, if possible.
5. The Critical Root Zone (CRZ) is the area around the tree trunk where roots essential for tree health and stability are located. A Tree Protection Zone (TPZ) is an arborist-defined area around the tree which should include the CRZ, as well as additional area to ensure future stability and growth. The TPZ is subject to the professional opinion of the Certified Arborist.
6. An attempt will also be made to preserve native soil for landscape planting as native soil with horizons and development is preferred over fill or black dirt.
7. If a sufficient TPZ cannot be established, a 6 - 12 inch layer of hardwood mulch, 3/4 inch plywood mat over a 4 inch layer of hardwood mulch or other similar measures will be temporarily installed over the CRZ in order to prevent root and soil compaction.
8. Trunk protection will be installed on trees very close to construction activities, and should consist of 2x4 or 2x6 planks strapped snugly to the tree trunk with wire or other strapping, preferably with closed-cell foam between the trunk and the planks.
9. When roots over one inch cannot be avoided, they will be pruned, not left torn or crushed. Acceptable methods of pruning are:
 - A. Excavation using supersonic air tools, pressurized water or hand tools, followed by selective root cutting
 - B. Cutting through the soil along a predetermined line with a tool specifically designed to cut roots
 - C. Mechanically excavating the soil (backhoe or similar) and selectively pruning remaining roots
10. Wells, tree islands, retaining walls, and other such structures or strategies will be considered as alternatives to any cut/fill work in the CRZ or TPZ.
11. Monitoring will take place during construction and post-construction phases, and any non-compliance should be reported to the proper controlling authority immediately, so that timely remediation or mitigation efforts may be undertaken.

Summary / Conclusion

The City of St. Charles has always had an effective and well-maintained Urban Forestry program, as evidenced by its vibrant tree population, an active Tree Commission and public interest and involvement. Due to the Emerald Ash Borer, the face of the urban forest in St Charles and many similar communities is changing rapidly, with many trees having been removed and replaced in the first two decades of the second millennium. Though this has been very expensive and damaging to our environment, it has also provided St. Charles and other communities with an opportunity to start fresh with many facets of their Urban Forestry programs.

This Plan has been created to educate the public, provide guidance for the City and to establish standards for the City's forestry staff, forestry Contractors and interested home and business owners. The Plan, in conjunction with the City's tree and landscaping ordinances, will create a reasonable level of protection and care for the City's urban forest, now and in the foreseeable future. The Plan will be adaptively managed by the Tree Commission and City as necessary and in consideration of new data about trees, forestry and other factors.

Appendix A – Future Considerations for Innovative Forestry Programs

There are no strategic timelines for “future innovative forestry programs.” As the crucial goals of the Urban Forestry program in St. Charles are met or exceeded, these are goals to be discussed by the City and its Tree Commission as time and budgets permit. Nonetheless, many of these programs represent some of the most progressive Urban Forestry policies in the current climate, and that they should all be seriously considered for implementation.

Removal of Evergreens from the Public Right of Way

While excellent landscape trees, Evergreens pose a line-of-sight hazard at all times of year. Evergreens can block signage, obstruct views of oncoming traffic and block motorists / pedestrian views. Therefore, it is proposed that no evergreen tree be on City parkways by the year 2040. Evergreen trees, as well as deciduous conifers such as Larch and Bald Cypress (which lose their needles during winter months), may remain in parks or other open space areas where motorists will not be impacted.

Establishment of a City Propagation Nursery

Consideration should be given to the establishment of a small propagation nursery on City-owned land. St. Charles is located on very fertile soil, which is the result of being on the Fox River and having thousands of years of deposited silt on the old riverbanks. These are ideal conditions for the creation of a small propagation nursery, allowing the City to grow a share of its own parkway trees. Similar nursery programs have been successfully instituted in many neighboring communities, and represent a quality investment with significant cost savings over the long term. Trees can be purchased when small, or donated from residents (see backyard tree collection program below) and grown to plantable size (maximum of 1.75” diameter) on City-owned land. We would recommend that the City begin to search for a parcel where these trees can be grown by the year 2020, with the goal of having a functional nursery by the year 2030. The amount of time required for the care of young trees is minimal, and at an average purchase cost of \$250 per parkway tree, the City could save a significant amount of money by pursuing this goal.

Backyard Tree Collection Program

Much of the City of St. Charles was built around the floodplain forests near the Fox River, or was developed from old growth Oak woodland in the higher elevation areas. There are many high-quality remnant trees throughout the City that often drop acorns, seeds or other propagules, which become small saplings in resident’s backyards. Though this may be considered a nuisance, these are small saplings are essentially free trees that could be grown and harvested for use on public parkways and open space. At an average purchase cost of \$250, a parkway tree is a fairly expensive commodity. Small saplings that could be grown on City property and used for viable parkway plantings after several years, have great value to the City. For this reason, the following sample policy should be considered for trees donated to the City from residential property:

1. A resident can contact the City regarding trees that can be donated. The cutoff date for resident donation notifications will be May 1st for species to be transplanted in the spring, and October 1st for species to be transplanted in the fall.
2. The City will maintain records of all tree donation requests, and twice annually will inspect the candidate trees to see if they meet the City criteria.
3. The criteria for trees that may be donated are: the trees must be on the approved species list, be less than one inch in diameter at the time of inspection and be no more than four feet tall, in good condition and conform to all of the parameters outlined in section six above.
4. Residents will receive a nominal cash incentive for each tree donated, up to a certain number of trees per year per resident, until the City or its nursery contractors have reached the annual maximum number of trees they have the ability to field grow.

Contract Growing Program

Nursery stock supply is projected to decrease in the coming years and prices will rise accordingly. One of the remedies for this is for the City to establish contract growing relationships with local nurseries to prepay for trees the nurseries will grow for the City until they are harvestable size. Fixed costs and ensured tree selections are some of the advantages of prepaying for trees. Additionally, trees collected by residents could be planted in a City propagation nursery and supplied to contracted nurseries for additional growing space.

Private Property Tree Planting Incentive Program / Nursery Partnership Program

Tree planting on private property is a strategic outcome of this Plan. Though the City has no formal jurisdiction to plant trees on private property, the benefits of tree planting on private property are substantial in terms of energy savings, retention of storm water runoff and other benefits. The City should consider incentivizing residents and business owners to plant trees on their private property. For example, offering a 5% reduction in property owners’ water and sewer bills for each tree planted, up to three total trees (15% maximum bill reduction), for the lifetime of the trees. Trees should be on the approved species list in order to qualify for this incentive, and be purchased and installed from an approved nursery or contractor. The benefit will terminate with the sale of the property to a new owner. The City should also consider partnering with local nurseries and greenhouses within City

limits, to create a program for residents to purchase trees at a reduced price from if the trees will be planted within City limits. This type of program encourage tree planting on private property by reducing tree costs to residents. Both of these programs could be considered as extensions of the existing cost-sharing tree program (50/50 Program).

Wood Utilization Program

With ambitious tree removal goals to achieve diversity goals, the City will generate a great deal of urban timber. Mulch is the most common use urban timber, but other forms of wood utilization should also be considered. Forming strategic partnerships with local woodworkers, carpenters and luthiers will be an important early goal of this program, while creating a market for the finished goods will be an ongoing goal. Utilizing urban timber is another way of raising awareness of the benefits of the urban forest in general, and creates a saleable product that can serve as a revenue stream. Uses for urban timber include furniture, baseball bats, musical instruments, toys or trinkets, dimensional lumber, fuel wood and barbeque smoking wood.

Establishment of Mandatory Tree Count and Diversity Criteria for New Construction

Mandatory minimums of the number of trees per 1,000 square feet for new construction, the number of trees per 1,000 square feet of impervious surface or mandatory minimums for the number of trees per 100 feet of road construction, etc. should be considered. In addition, minimum species diversity goals should also be established for these areas as well. Mandatory minimums can be established over the medium to long term, by consulting with engineers, arborists, architects and green industry representatives, in order to make them effective but not burdensome.

Rainwater Conservation Program

As part of the continued effort to conserve natural resources, the City's Public Works Department, acting in concert with its Water Conservation Ordinance, has proposed the use of rainwater for watering trees. Rainwater could be used from the roof of the Public Works facility to fill water tanks, or rain barrels could be utilized during periods of drought. Rainwater collected from a roof is considered "grey water" or wastewater that does not contain sewage and can be used for landscaping, flushing toilets and irrigation. Utilizing grey water will lessen the supply burden on the City's water infrastructure and create a renewable resource for newly planted trees, enabling the watering activities detailed in this Plan to be more efficiently and easily realized.

Volunteer Small Tree Pruning Program

Working with the City and its Certified Arborists, residents with a background in gardening or similar green industry experience can volunteer to prune newly planted trees, particularly the smaller 1.75 inch stock discussed above. The only equipment required would be handheld pruners.

Appendix B: Acceptable and Unacceptable Species

Species not appearing on this list can be approved or disallowed by consensus of the Tree Commission, acting under the supervision of the City of St Charles

<u>ACCEPTABLE SPECIES</u>	<u>ACCEPTABLE SPECIES</u>	<u>UNACCEPTABLE SPECIES</u>
Alder	London Planetree	Apple-Edible
Amur Corktree	Magnolia spp	Ash-Blue
Amur Maackia	Maple-Black	Ash-Green
Apple-Crab spp	Maple-Freeman	Ash-White
Baldcypress	Maple-Hedge	Box Elder
Beech-American	Maple-Japanese	Cherry-Black/Pin
Beech-European	Maple-Miyabei	Cottonwood
Birch-River	Maple-Red	Eastern Redcedar
Birch-White	Maple-Shantung	Elm-American
Black Locust	Maple-Sugar	Elm-Siberian
Blackgum	Mountain Ash	Fir spp
Buckeye-Ohio	Oak spp	Hemlock
Buckeye-Yellow	Oak-Burr	Maple-Amur
Catalpa-Northern	Oak-Chinquapin	Maple-Norway
Cherry-Ornamental	Oak-English	Mulberry
Chokecherry-Canada Red	Oak-Pin	Pine spp
Dawn Redwood	Oak-Red	Pine-Austrian
Dogwood spp	Oak-Shingle	Pine-Scotch
Elm-Hybrid	Oak-Swamp White	Pine-Virginia
Fringetree	Oak-White	Pine-White
Ginkgo	Pagodatree	Poplar
Golden Raintree	Pear-Callery	Spruce-Blue
Hackberry	Pecan	Spruce-spp
Hardy Rubber Tree	Persian Ironwood	Walnut-Black
Hawthorn	Persimmon	Walnut-White
Hazelnut	Plum	Willow-Weeping
Hickory spp	Redbud	
Honey Locust	Serviceberry	
Hornbeam-American	Smoketree-American	
Hornbeam-European	Sweetgum	
Horsechestnut	Sycamore	
Horsechestnut-Red	Tree Lilac	
Ironwood	Tuliptree	
Katsura	Yellowwood	
Kentucky Coffeetree	Zelkova	
Larch		
Linden-American		May not be planted in any quantity
Linden-Littleleaf		May be planted in very limited quantities
Linden-Silver		May be planted in limited quantities
		May be planted in relatively high quantities
		May be planted in very high quantities

Appendix C: ISA TRAQ (Tree Risk Assessment Qualification) Form

ISA Basic Tree Risk Assessment Form

Client _____ Date _____ Time _____
 Address/Tree location _____ Tree no. _____ Sheet _____ of _____
 Tree species _____ dbh _____ Height _____ Crown spread dia. _____
 Assessor(s) _____ Time frame _____ Tools used _____

Target Assessment

Target number	Target description	Target zone			Occupancy rate 1 – rare 2 – occasional 3 – frequent 4 – constant	Practical to move target?	Restriction practical?
		Target within drip line	Target within 1 x Ht.	Target within 1.5 x Ht.			
1							
2							
3							
4							

Site Factors

History of failures _____ **Topography** Flat Slope _____ % **Aspect** _____
Site changes None Grade change Site clearing Changed soil hydrology Root cuts Describe _____
Soil conditions Limited volume Saturated Shallow Compacted Pavement over roots _____ % Describe _____
Prevailing wind direction _____ **Common weather** Strong winds Ice Snow Heavy rain Describe _____

Tree Health and Species Profile

Vigor Low Normal High **Foliage** None (seasonal) None (dead) Normal _____ % Chlorotic _____ % Necrotic _____ %
Pests _____ **Abiotic** _____
Species failure profile Branches Trunk Roots Describe _____

Load Factors

Wind exposure Protected Partial Full Wind funneling _____ **Relative crown size** Small Medium Large
Crown density Sparse Normal Dense **Interior branches** Few Normal Dense **Vines/Mistletoe/Moss** _____
Recent or planned change in load factors _____

Tree Defects and Conditions Affecting the Likelihood of Failure

— Crown and Branches —

Unbalanced crown <input type="checkbox"/> LCR _____ % Dead twigs/branches <input type="checkbox"/> _____ % overall Max. dia. _____ Broken/Hangers Number _____ Max. dia. _____ Over-extended branches <input type="checkbox"/> Pruning history Crown cleaned <input type="checkbox"/> Thinned <input type="checkbox"/> Raised <input type="checkbox"/> Reduced <input type="checkbox"/> Topped <input type="checkbox"/> Lion-tailed <input type="checkbox"/> Flush cuts <input type="checkbox"/> Other _____	Cracks <input type="checkbox"/> _____ Lightning damage <input type="checkbox"/> Codominant <input type="checkbox"/> _____ Included bark <input type="checkbox"/> Weak attachments <input type="checkbox"/> _____ Cavity/Nest hole _____ % circ. Previous branch failures <input type="checkbox"/> _____ Similar branches present <input type="checkbox"/> Dead/Missing bark <input type="checkbox"/> Cankers/Galls/Burls <input type="checkbox"/> Sapwood damage/decay <input type="checkbox"/> Conks <input type="checkbox"/> Heartwood decay <input type="checkbox"/> _____ Response growth _____
--	---

Main concern(s) _____

Load on defect N/A Minor Moderate Significant _____
Likelihood of failure Improbable Possible Probable Imminent _____

— Trunk —

Dead/Missing bark Abnormal bark texture/color
 Codominant stems Included bark Cracks
 Sapwood damage/decay Cankers/Galls/Burls Sap ooze
 Lightning damage Heartwood decay Conks/Mushrooms
 Cavity/Nest hole _____ % circ. Depth _____ Poor taper
 Lean _____ ° Corrected? _____

Response growth _____
 Main concern(s) _____

Load on defect N/A Minor Moderate Significant
Likelihood of failure Improbable Possible Probable Imminent

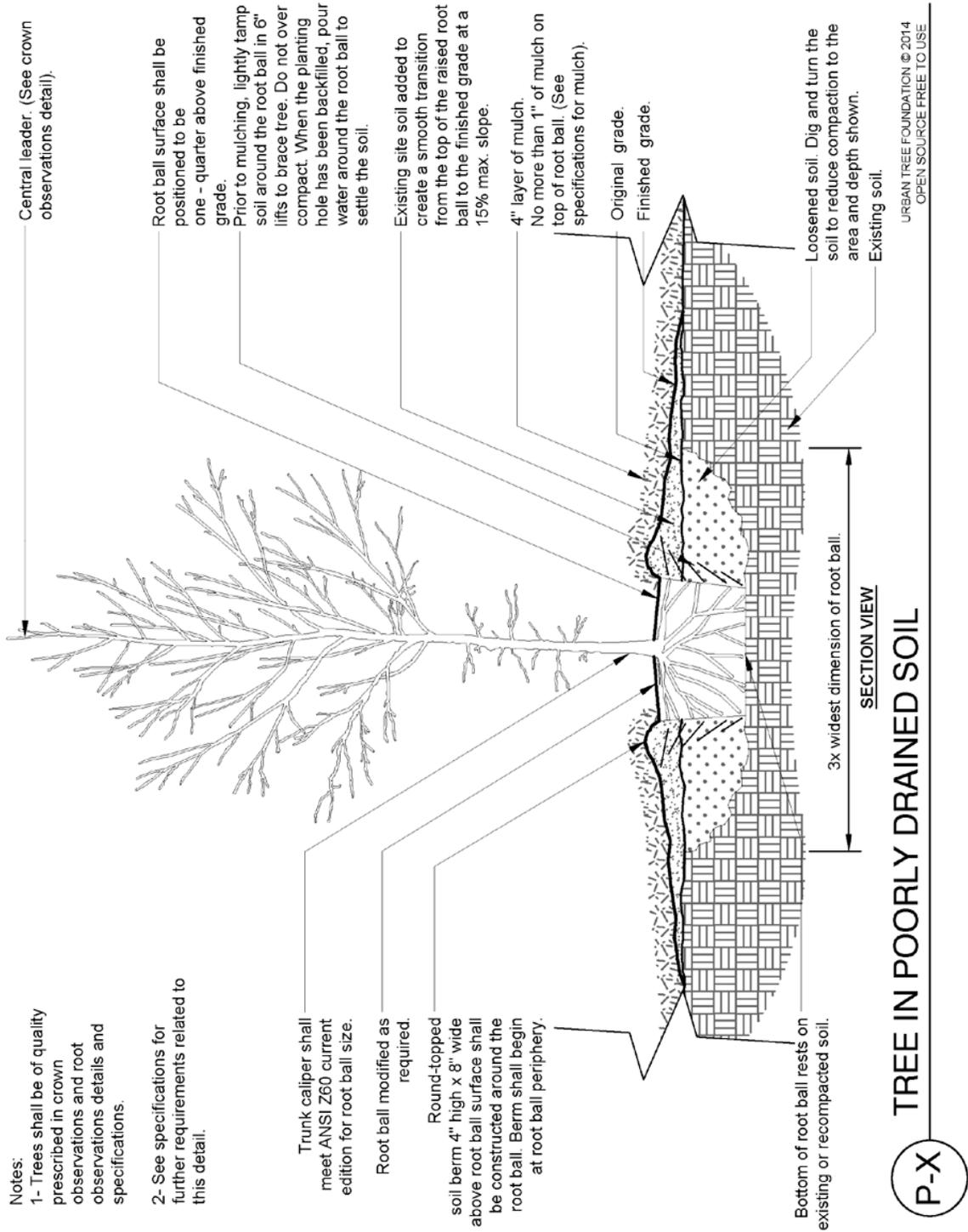
— Roots and Root Collar —

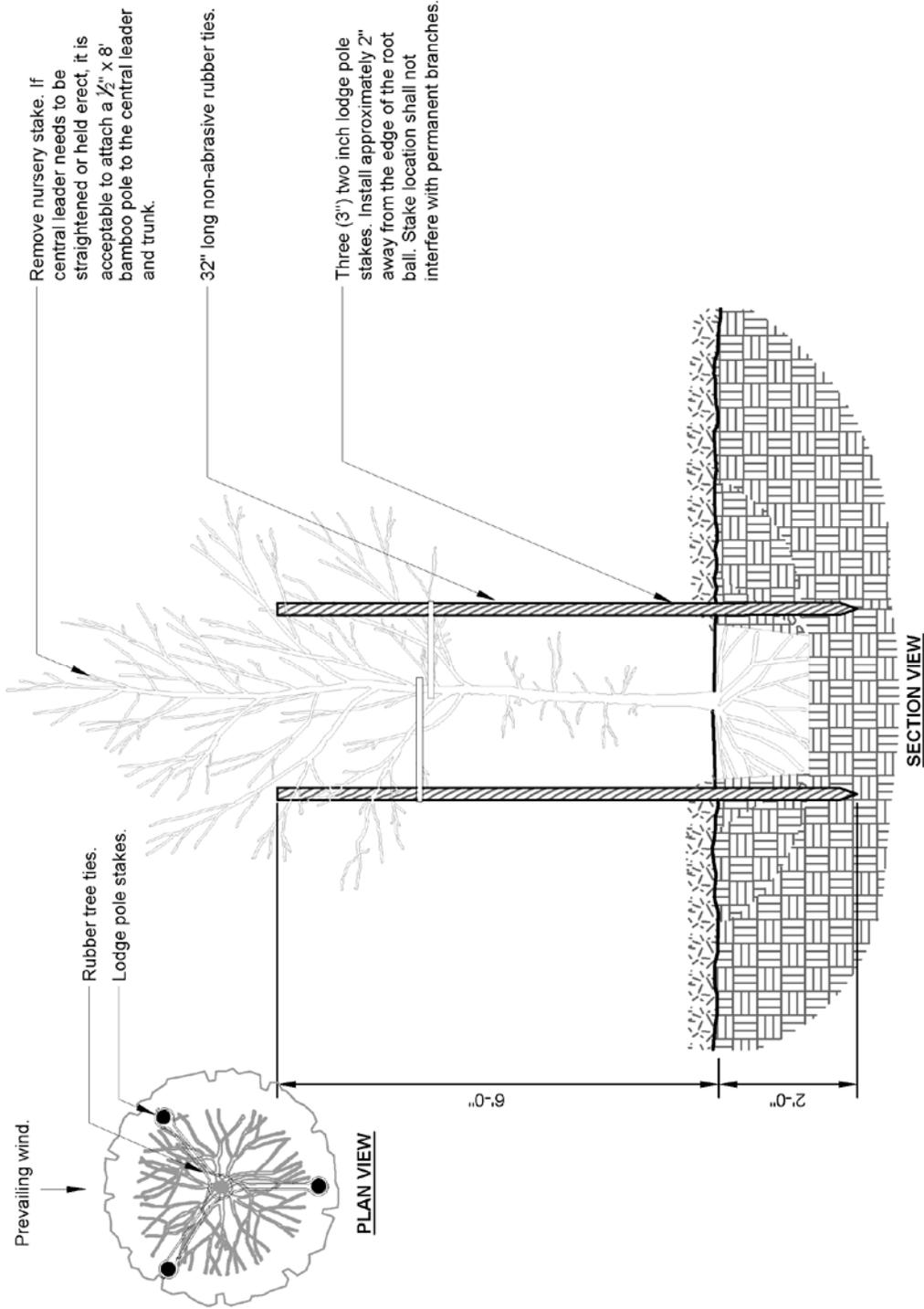
Collar buried/Not visible Depth _____ Stem girdling
 Dead Decay Conks/Mushrooms
 Ooze Cavity _____ % circ.
 Cracks Cut/Damaged roots Distance from trunk _____
 Root plate lifting Soil weakness

Response growth _____
 Main concern(s) _____

Load on defect N/A Minor Moderate Significant
Likelihood of failure Improbable Possible Probable Imminent

Appendix D: Tree Planting / Staking Details

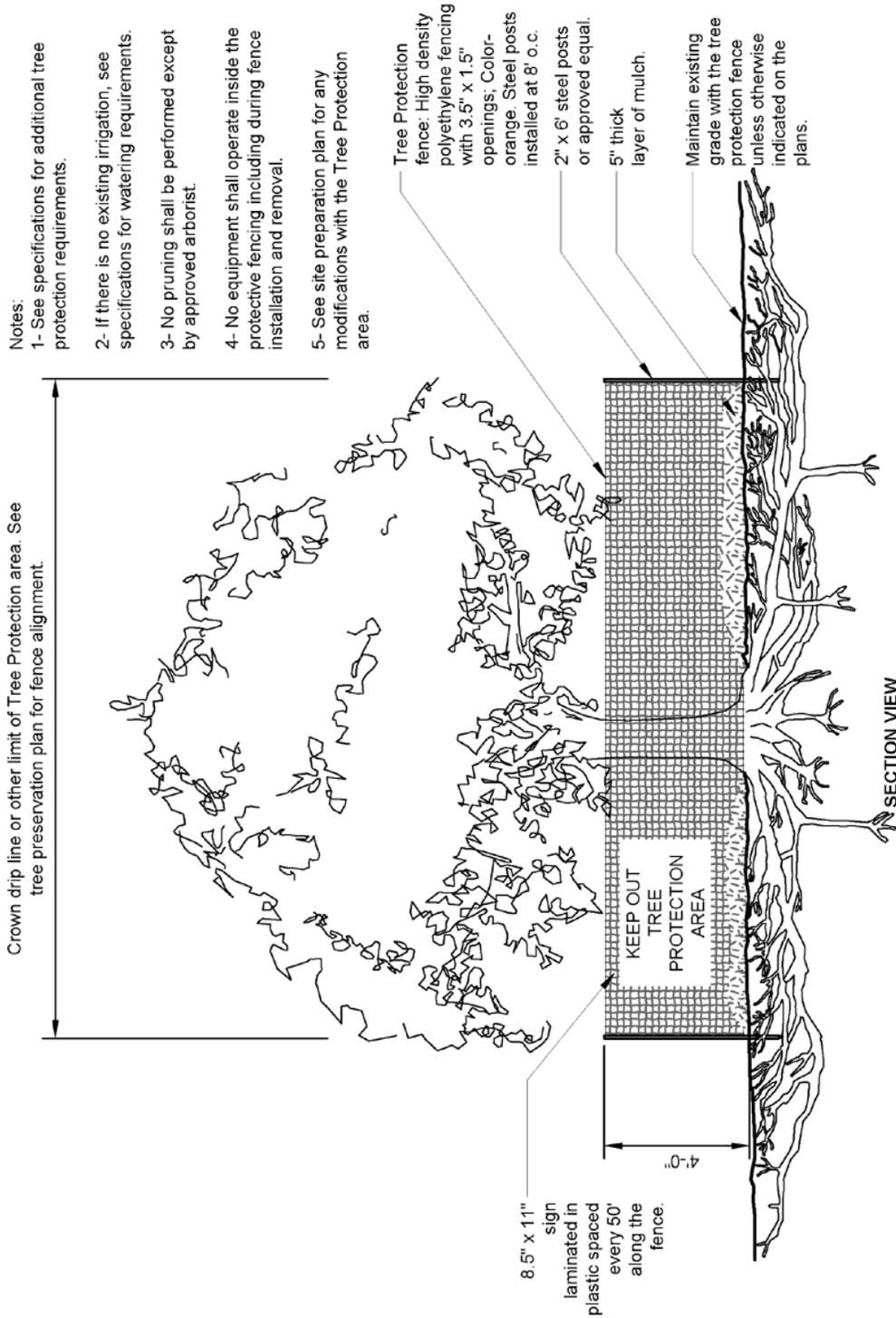




TREE STAKING - LODGE POLES (3)



Appendix E: Tree Protection Details



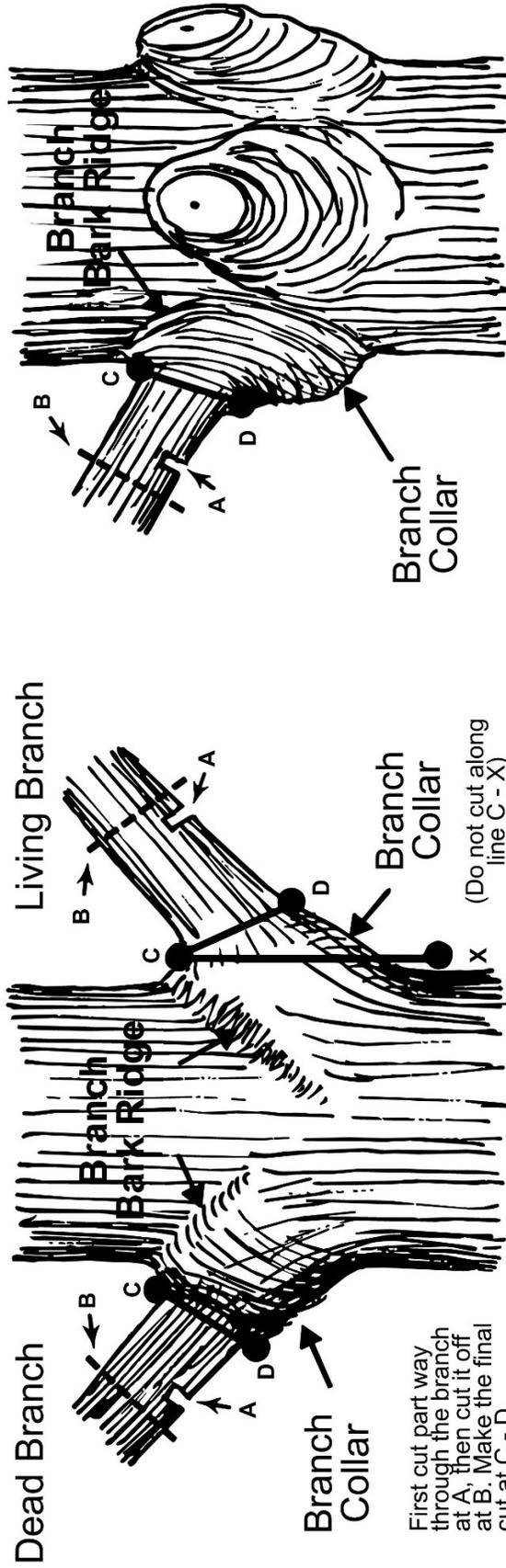
- Notes:
- 1- See specifications for additional tree protection requirements.
 - 2- If there is no existing irrigation, see specifications for watering requirements.
 - 3- No pruning shall be performed except by approved arborist.
 - 4- No equipment shall operate inside the protective fencing including during fence installation and removal.
 - 5- See site preparation plan for any modifications with the Tree Protection area.

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TREE PROTECTION



Proper Pruning Principles

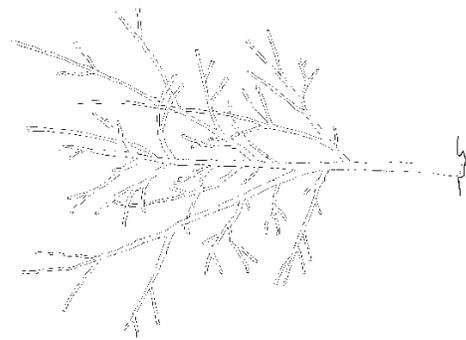


Hardwoods

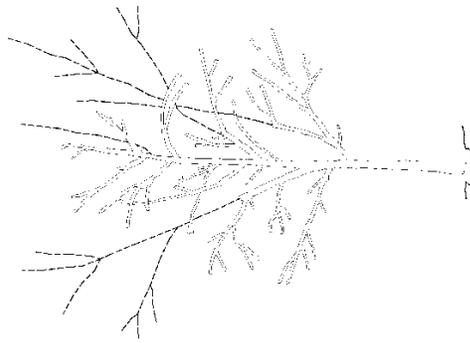
Conifers



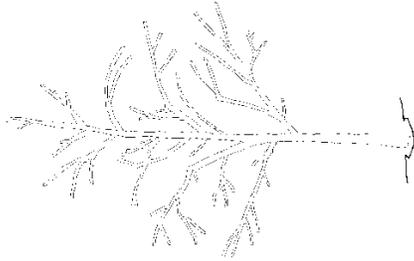
Arbor Day Foundation®



Before pruning, tree has three co-dominant stems. The two that compete with the one in the center should be pruned to suppress their growth.



Two competing stems were reduced substantially, in this case removing about 70% of their foliage using retention cuts.



After pruning, tree has only one dominant stem.

- Notes:
- 1- All trees shown are rejectable unless they undergo recommended treatment.
 - 2- Tree shall meet crown observation detail following correction.

CROWN CORRECTION DETAIL





AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5.d

Title:

Presentation of Smart Thermostat Program – Information Only

Presenter:

Tom Bruhl

Meeting: Government Services Committee

Date: February 27, 2017

Proposed Cost: \$ N/A

Budgeted Amount: \$ N/A

Not Budgeted:

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

Staff has worked with our electricity supplier, Illinois Municipal Electric Agency (IMEA), to obtain a \$10,000 grant to use for a City administered Residential Smart Thermostat Program. Brief presentation of the program details.

Attachments *(please list):*

None

Recommendation/Suggested Action *(briefly explain):*

None – For information only.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5.e

Title:

Recommendation to Approve Purchase Order with CG Power Systems for Legacy Substation Transformer

Presenter:

Tom Bruhl

Meeting: Government Services Committee

Date: March 27, 2017

Proposed Cost: \$446,300

Budgeted Amount: \$600,000

Not Budgeted:

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

Purchasing received six bid responses for a new substation transformer for the Legacy Substation. CG Power Systems, which builds this size transformer at a plant in Washington, Missouri, has provided transformers to the City in past years, namely the units at RR Donnelley, Red Gate Bridge, and a recently delivered unit for the Prairie Street Substation. We have not had any maintenance or reliability issues with CG Power Systems on the first two CG units, and are in the process of putting the Prairie Street Substation unit in service in April. CG Power Systems met all bid requirements and their proposal offered the lowest life-of-unit cost of the bids received.

Attachments (*please list*):

* Bid Tabulation

Recommendation/Suggested Action (*briefly explain*):

Recommendation to approve Purchase Order to CG Power Systems in the amount of \$446,300.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5.f

Title:

Recommendation to Approve Purchase Order with V&S Schuler Engineering, Inc. for Legacy Substation Bus Work and Structures

Presenter:

Tom Bruhl

Meeting: Government Services Committee

Date: March 27, 2017

Proposed Cost: \$187,997

Budgeted Amount: \$200,000

Not Budgeted:

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

Using structural and electrical designs from our engineering firm, BHMGM, Purchasing went out for bids and received five responses for design and fabrication of the electric bus structure to support and transmit the power from the new transformer to the three new circuits at Legacy Substation. BHMGM provided a review of the V&S Schuler proposal and provided a positive recommendation for the company and their bid.

Attachments *(please list):*

* Bid Tabulation * Letter from BHMGM

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve Purchase Order to V&S Schuler Engineering, Inc. for Legacy Substation Bus Work and Structures in the amount of \$187,997.

BID: SUBSTATION #9 BAY #1, SUBSTATION COMPONENTS--'17**#170221**

BIDDER	ANIXTER, INC., 1920 Georgetown Rd. Hudson, OH 44236	PARE- SOURCS.EL- CTRCL.SUB- STA.PKGG., 11940 W.Ripley Ave., Wauwatosa, WI 53226	SUBSTA- TION ENTER- PRISES, 145 Commercial Ct., Alabaster, AL 35007	DIS-TRAN PACKAGED SUBSTATIONS/ UNIVERSAL UTILITY SUPPLY, INC., 4725 Hwy. 28 E., Pineville, LA 71360	V & S SCHULER ENGINEERING, INC., 2240 Allen Ave. S.E., Canton, OH 44707-3612
WORK LUMP SUM BID	\$202,061.85 Includg.OPTION	\$231,625.68 Includg.OPTION	\$197,418.00	\$205,850.00	\$177,997.00
Preassembled Structures for City to Inspect OPTION	\$ 7,000.00	7,500.00	7,400.00	6,950.00	Not Provided
Contingency/Spare Parts	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Total (without preassembly option)	\$205,061.85	\$234,625.68	\$207,418.00	\$215,850.00	\$187,997.00

Bid Recap Sheets\Substation9 Bay1-Components



March 13, 2017

Ms. Erika Drennan
Electric Transmission & Substation Engineer
City of St. Charles
2 East Main Street
St. Charles, IL 60174

Ref: Substation No. 9, Bay #1
Substation Components Purchase Bid Award

Dear Ms. Drennan:

The City received and opened bids on February 20th, 2017 for the Substation Components Purchase, a part of the Substation No. 9, Bay #1 project. The bid from V&S Schuler, Inc. was the low bid. The bid from V&S Schuler has been reviewed for completeness and ability to meet specification requirements. The bill of materials included in the bid matches the design, and the specified manufacturers are listed.

V&S Schuler has a good reputation and history of meeting customer requirements. BHMG has completed several projects for electric utilities where V&S Schuler was the material supplier. The most recent projects were for the City of Flora, and City of Waterloo, both jobs were structures and components from V&S and Clark; these projects were successful. We are happy to recommend V&S Schuler for this project, and are confident they will serve you well.

Therefore, it is the recommendation of BHMG to award the project to V&S Schuler, Inc., for the supply of the substation components.

Should you have any questions concerning the bids or the project, please do not hesitate to contact us.

Sincerely:
BHMG Engineers, Inc.

A handwritten signature in black ink, appearing to read "Jason F. Jackson".

Jason F. Jackson, P.E.

Enclosures: V&S Schuler's Bid



V&S SCHULER UTILITIES

V&S SCHULER ENGINEERING, INC
2240 ALLEN AVE SE
CANTON, OH 44707
PH. 330-452-5200
FX. 330-452-8717

February 20, 2017

Mike Shortall
Purchasing Manager
City of St. Charles
City Hall – Two East Main Street
City of St. Charles, IL 60174
Phone: 630-377-4400

RE: Bid Proposal for the Sub No.9 Bay #1 Substation Structures and Equipment Project
Bid for the City of St. Charles Electric Utility

Dear Mr. Shortall,

Please find attached our bid proposal for the Sub. No. 9 Bay #1 Substation project materials bid. We have based our proposal on our interpretation of the provided plans and specifications and have included the required materials for the bid items per the provided information supplied per date. We believe that this material proposal is complete per the specifications and drawings provided to date. Thank you for the opportunity to submit this proposal to you. We look forward to working with you and the city on this project once awarded a materials only contract.

Sincerely,

David Rose

David Rose
Project Services Manager
V & S Schuler Engineering, Inc.
drose@vsschuler.com



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5.g

Title: Recommendation to Approve Revised Solar Siting Agreement and Easement with IMEA

Presenter: Tom Bruhl

Meeting: Government Services Committee

Date: March 27, 2017

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

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

Consistent with our sustainability goals and our supplier, Illinois Municipal Electric Agency (IMEA) commitment to a diversified portfolio inclusive of renewable sources, IMEA selected the City of St. Charles to host their first utility scale solar installation in 2015. The original agreement with a solar developer fell through related to financing, and IMEA shifted to the second lowest bidder. The second lowest bidder, Altorfer Caterpillar completed a project twice as large in late 2016 in Rantoul. The City’s proposal included siting the plant on property the City purchased for an electric substation within the Legacy Development. The substation site was sized to provide for an upgrade from our current 35kV feed to a 138kV class station. As our current planning forecast does not suggest that 138kV is going to be needed to serve the City’s load in the foreseeable future, using the majority of the site for a solar installation is practical.

The agreement between the City and IMEA includes provisions for IMEA to remove the plant in the event that the City desired to build a 138kV station prior to the end of the 20 year agreement. The agreement includes public access via website link to real time and historical production data, and physical escorted access upon request. The revisions are related to the elimination of a storage battery and updated “buy out” numbers should the City need the land within the next 20 years.

The City Attorney has reviewed and approved these modifications.

Attachments *(please list):*

* Revised Solar Siting Agreement with IMEA

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve Revised Solar Siting Agreement with IMEA.

GENERATION SITING AND OPERATING AGREEMENT

This Agreement entered into as of the ____ day of _____, 2017, between ILLINOIS MUNICIPAL ELECTRIC AGENCY (“IMEA” or the “Agency”), a body politic and corporate, municipal corporation and unit of local government of the State of Illinois, and the CITY OF ST. CHARLES, ILLINOIS (“City”), a municipal corporation created and existing under the laws of the State of Illinois.

W I T N E S S E T H:

WHEREAS, IMEA is a body politic and corporate, municipal corporation and unit of local government of the State of Illinois created to serve the municipalities in the State that own and/or operate their own municipal electric utilities through joint action to achieve economies and efficiencies in the production and supply of electric energy not possible for municipalities acting alone; the City owns and operates its own municipal electric distribution system and utility; and the City is a Member-owner of IMEA; and

WHEREAS, IMEA has long-term Power Sales Contracts with the City and its other 31 Members to provide all of the electric power and energy required for the operation of the Members’ municipal electric systems; and

WHEREAS, public policy in the country as it relates to the electricity industry is placing great pressure on load serving entities to meet larger portions of their electricity needs with carbon-free renewable generation resources and energy efficiency, including existing and proposed State and Federal legislation and regulations mandating or proposing to mandate minimum renewable resource and energy efficiency standards, and including the EPA’s latest proposed rules that would require reduction in greenhouse gas emissions, commonly referred to as the Clean Power Plan; and

WHEREAS, in furtherance of its obligations under the Power Sales Contracts and to further the national goals and policies of acquiring power supply from carbon-free, renewable resources, IMEA has adopted a solar energy resource program pursuant to which it will sponsor one or more solar generation projects to be located on sites within and to be interconnected with the municipal electric distribution systems of one or more of its Members; and

WHEREAS, the City has offered to host a solar project under the program and to provide the site identified in this Agreement for installation of a solar generation facility to be interconnected with the City’s distribution system and to provide the electricity therefrom to serve the citizens and businesses of the City on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements set forth in this Agreement, the Agency and the Member agree as follows:

1. IMEA shall install, own, operate and maintain, or cause to be installed, owned, operated and maintained, at its expense, a solar generation facility to be connected to the City’s

electric distribution system for use as a source of supply of electricity for the City’s citizens and businesses. The form of IMEA’s sponsorship on the solar project in St. Charles shall be through the execution of a Power Purchase Agreement (“PPA”) with the contractor/supplier finally selected by IMEA to build, own and operate the project. The solar generation facility will consist of photovoltaic panels, inverters and related equipment designed to produce and rated at approximately 500 kW. The PPA includes an option for IMEA to acquire ownership of the solar generation facility in the future.

2. The solar generation facility will be directly interconnected to the City’s electric distribution system. The power and energy from solar generation facility will be delivered directly to the City for use by the City’s citizens and businesses. This power and energy will be used to supplement IMEA’s provision of electricity to meet the City’s requirements under the Power Sales Contract. The other attributes associated with the energy produced by the solar generation facility, including but not limited to capacity, ancillary services and credits associated with the renewable or non-carbon nature of the energy produced, shall be retained by IMEA. IMEA will work with the City and its other Members to determine if a rate or program can be created that would allow the City’s retail customers to directly purchase the power and energy or the renewable energy credits from the solar generation facility.

3. The City shall provide a parcel of land to be used as the site of the solar generation facility. The site shall be a portion of Lot 15 of the Legacy Business Center of St. Charles, which is shown in Attachment A hereto. Specifically, the portion of the parcel where the solar generation facility is to be installed and maintained is the south half of the parcel and, subject to a right of reservation by the City as more fully described herein, a portion of the east half of the north half of the parcel, all as identified and depicted on Attachment B hereto. The City shall provide IMEA unrestricted usage of and access to the site for all purposes related to the solar generation facility.

4. Beginning at the end of Year 6 of the PPA, the City shall have the right to compel removal of all or a portion of the solar generation facility as follows:

- a. The City shall have the right to compel removal of the solar generation facility from the entire parcel of land if the City requires the land for substation expansion to accommodate a change of delivery voltage from 34.5 kV to 138 kV from the regional transmission provider. The City’s right to compel such removal shall be subject to the requirement that it make the payment specified in the following chart as required under the PPA, and IMEA will in turn make such payment to its contractor/supplier to buy out the solar generation facility under the PPA:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
6	\$807,970	11	\$563,554	16	\$319,138
7	\$759,087	12	\$514,671	17	\$270,255
8	\$710,204	13	\$465,788	18	\$221,371

9	\$661,320	14	\$415,904	19	\$172,488
10	\$612,437	15	\$368,021	20	\$123,605

If such right is exercised by the City, IMEA shall remove or cause to be removed all portions of the solar generation facility at the City’s expense and within a commercially reasonable time.

- b. The City shall have the right to compel removal of the solar generation facility to the same extent and subject to the same conditions as (a) above if the plant becomes commercially unviable and IMEA or its contractor/supplier have not taken reasonable steps to repair or otherwise cause the plant to be returned to a commercially viable state. Commercially unviable is defined as a load factor over a 12 month period of less than 1%. Load factor is defined as output from the solar generation facility in kWh for the 12 month period divided by the nameplate rating of the plant in kW multiplied by 8760 hours. Reasonable periods for repairs required as a result of significant damage from events typically understood to be force majeure events shall be excluded from the foregoing.
- c. The City shall have the right to compel removal of the portion of the solar generation facility from the north half of the parcel if the City determines that it requires such additional land for electric utility purposes, including but not limited to initial construction or future expansion of the planned substation to be built on the parcel as illustrated in Attachment B. The City’s right to compel such removal shall be subject to the requirement that it make the payment specified in the following chart as required under the PPA, and IMEA will in turn make such payment to its contractor/supplier under the PPA:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
6	\$150,282	11	\$104,821	16	\$59,360
7	\$141,190	12	\$95,728	17	\$50,267
8	\$132,098	13	\$86,636	18	\$41,175
9	\$123,005	14	\$77,358	19	\$32,082
10	\$113,913	15	\$68,452	20	\$22,990

If such right is exercised by the City, IMEA shall remove or cause to be removed all portions of the solar generation facility located on the north half of the parcel at the City’s expense and within a commercially reasonable time.

5. The City shall execute an appropriate instrument to grant IMEA an easement to use the property as the site for the solar generation facility. The instrument shall have a reversion clause that automatically terminates the easement rights when the solar generation facility ceases to exist or is acquired by the City. The instrument shall be in a form and have such provisions as are reasonable and customary in the county for instruments of its type and as shall be mutually agreeable to the parties. Upon execution, the instrument shall be recorded in the land records in the appropriate offices of Kane County, Illinois. The easement shall be granted in exchange for a nominal consideration. The City shall charge no other fee for the use of the site.

6. IMEA shall have the right to grant one or more irrevocable, non-exclusive licenses running with the land for the site to the contractor/supplier selected to build, own and operate the solar generation facility for access to and for the purpose of installing, owning, operating and maintaining, and at appropriate times repairing, replacing and/or removing the solar generation facility and all related equipment on or from the site. IMEA may grant the holder of any such license the right to record a memorandum of license or other appropriate instrument in the land records in the appropriate offices of Kane County, Illinois.

7. IMEA and its contractor/supplier should not be subject to property taxes or other fees, monetary contributions or taxes in lieu of property taxes in connection with the ownership of the solar generation facility or the use of the site. The site was acquired by the City for the public purpose of being used in connection with the provision of electricity to the citizens and businesses of the City as part of its electric utility system, and as such it is tax-exempt. The solar generation facility to be located on the site serves the same public purpose. The City agrees to use its best efforts to keep IMEA and its contractor/supplier from being made subject to any such property related taxes, fees, monetary contributions or taxes in lieu in connection with the ownership of the solar generation facility or the use of the site.

8. The City agrees to take all steps reasonably necessary under applicable building, zoning and other regulations of all local government authorities such that IMEA and/or its contractor/supplier will have the necessary authorizations to install, operate and maintain the solar generation facility.

9. IMEA and the City acknowledge completion of the IDNR (Illinois Department of Natural Resources) **Ecological Compliance Assessment Tool (EcoCAT)** Application for the host site which provides natural resource reviews for:

- a. Illinois Endangered Species Protection Act [520 ILCS 10/11(b)] and Illinois Natural Areas Preservation Act [525 ILCS 30/17] as set forth in procedures under Title 17 Ill. Admin. Code Part 1075.
- b. Interagency Wetland Policy Act of 1989 [20 ILCS 830] as set forth in procedures under Title 17 Ill. Admin. Code Part 1090 when state agencies provide funding (including federal pass-through funding) or technical assistance.

The City's obligations under this Agreement are subject to the receipt by IMEA or its contractor/supplier of all necessary permits, approvals and authorizations to install, own, operate and maintain the solar generation facility, including any necessary variance or similar action with respect to any restriction arising out of the EcoCAT process.

10. IMEA agrees to provide for environmental and other governmental and/or regulatory permitting and approvals, if any, other than that specified in Sections 8 and 9 immediately above, as required by law to install, own, operate and maintain the solar generating facility. IMEA's obligations under this Agreement are subject to the receipt by IMEA or its contractor/supplier of all necessary permits, approvals and authorizations to install, own, operate and maintain the solar generation facility.

11. The City shall not build or allow to be built on the site any structure of any kind that would block access to the sunlight by the solar generation facility or make any alteration to the site that would otherwise adversely affect, cause damage to or interfere with the construction, operation or maintenance of the solar generation facility. The City will enforce its currently effective building, zoning or other land use regulations and restrictions to ensure to the extent possible under such currently effective regulations and restrictions that no construction on or alteration of any adjoining parcels will be allowed to block access to the sunlight by the solar generation facility or that would otherwise interfere with the solar generation facility. The City will not make any changes to its currently effective building, zoning or other land use regulations and restrictions or grant any variance or exception thereto that would allow for any such construction on or alteration of any adjoining parcels. The City shall notify IMEA in a timely manner if it becomes aware of any plans for any such construction on an adjoining parcel. The City will also use its best efforts to encourage the landscape elements and vegetation control on all adjacent properties to be configured so as not to block access to sunlight or otherwise interfere with the solar generation facility.

12. The City shall remove any and all trees from the site in a timely manner in coordination with IMEA and its contractor/supplier. IMEA or its contractor/supplier shall have the right and obligation to maintain all vegetation on the site. The City grants IMEA or its contractor/supplier permission to grade the site, including removal of the existing berm.

13. The City shall install and maintain in accordance with prudent utility practice, at its expense, the necessary equipment to connect the solar generation facility to the City's electric distribution system, which interconnection equipment shall be owned by the City. The City-provided three phase equipment is depicted on Attachment C and shall consist of a 1000 kVA 12.47 kV_{LL} delta – 480 V_{LL} wye grounded step up transformer, high side fuses and load break disconnect switching, low side bidirectional, four quadrant revenue metering (comparable to Elster's Alpha Plus polyphase meter) with SCADA connectivity, and associated high side cabling to extend the City's existing distribution feeder loop to the step up transformer and low side cabling between the step up transformer and the termination point at the solar generation facility 480 V switchgear. IMEA will cause its contractor/supplier to execute an appropriate interconnection agreement with the City.

14. The interconnection point between the solar project and the City's distribution system shall be made an additional Delivery Point for the City under its Power Sales Contract with IMEA and the power and energy delivered to the City from the solar generation facility shall be metered and billed to the City by IMEA in accordance with the Power Sales Contract. The City shall provide IMEA SCADA access to all output from the revenue metering and, as required, access to single phase 120 VAC power for IMEA SCADA communications at the site.

15. The City shall provide IMEA with access to monitoring points within the City's distribution system section serving the solar facility for the purpose of studying real-time voltage and harmonic conditions as the solar generation facility output and substation regulation and loading vary. Said cooperation would involve reasonable City staff time related to installation of devices on the system, with the exception that such devices would create any safety concerns or

limit operational flexibility. IMEA or its contractor/supplier will provide the City with access to a public internet web site displaying real time and historic solar array output data from the solar generation facility, reported in user-defined time intervals. Such web site shall be comparable to the public website currently maintained by IMEA's contractor/supplier for the Champaign IL Mass Transit District solar facility.

16. The City shall at all times preserve and maintain the interconnection of the solar generation facility to its electric distribution system in accordance with prudent utility practice and shall receive the electricity produced by the solar generation facility into its system. The City shall use its best efforts to cause the interconnection between its electric distribution system and the solar generation facility to be taken off line for no more than a total of twenty-four (24) daylight hours per calendar year. The City shall notify IMEA at least twenty-five (25) hours in advance of the commencement of any scheduled outage and shall use its best efforts to notify IMEA immediately of any unscheduled or emergency outage. In the event the City requires or causes outage of said interconnection in excess of a total of 24 daylight hours per calendar year, for reasons other than Force Majeure events, the City shall reimburse IMEA for any payment IMEA is required to make to its contractor/supplier for undeliverable energy as set forth in Section 9(e) of the Power Purchase Agreement between IMEA and its contractor/supplier for the St. Charles solar generation facility.

17. If and at such time as IMEA acquires ownership of the solar generation facility, the City agrees to continue to provide electric service at the site for the purpose of serving auxiliary power requirements of the solar generation facility, and IMEA agrees to reimburse City for the cost of said auxiliary power.

18. If and at such time as IMEA acquires ownership of the solar generation facility, the City agrees to provide or arrange for grounds maintenance for the solar generation facility, and IMEA agrees to reimburse the City for the reasonably incurred costs of doing so.

19. If and at such time as IMEA acquires ownership of the solar generation facility, the City agrees to provide electric utility personnel to perform routine maintenance and to operate the solar generation facility at IMEA's direction. IMEA agrees to reimburse City for use of municipal utility personnel at City's then current hourly rates of compensation.

20. IMEA agrees to secure or to cause its contractor/supplier to secure the site by installing, at its expense or at the expense of its contractor/supplier, chain link fencing (seven foot woven steel fabric with one foot extension of three-strand barbed wire) and lockable gate(s) accessible by IMEA or its contractor/supplier and by City personnel. The City shall notify IMEA prior to entering the solar generating facility for purposes of operating or maintaining the City's utility system, except where there is imminent risk of damage to persons or property. The City shall give IMEA 24 hour notice prior to providing facility access to small public groups for educational and promotional purposes. Said groups shall be properly escorted and supervised by City utility personnel while in the facility. Notwithstanding the foregoing, no activities shall be allowed at the site that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the operation of the solar generating facility

21. The City shall provide, at its expense, police and fire protection/emergency response for the solar generation facility, including any special training that may be needed for fire response at such a facility. IMEA or its contractor/supplier shall provide such emergency response personnel access to an emergency trip switch for the main low side breaker of the solar generation facility. Access to the emergency trip switch shall be secured by a lock box located immediately outside the facility fence.

22. The City shall notify IMEA immediately if an emergency condition arises regarding or that may affect the solar generation facility. The City shall notify IMEA in a timely manner if it becomes aware of any other risk to, damage, or condition affecting the site or the solar generation facility. IMEA and the City shall designate personnel and establish procedures to allow such notifications at all times, twenty-four (24) hours per day, including weekends and holidays.

23. IMEA agrees to procure and maintain such policies of liability insurance and to cause any third party to which it has granted use rights to procure and maintain such policies of liability insurance as shall be necessary in accordance with prudent utility practice to insure against any claim or claims of damage arising by reason of property damage, personal injury or death occasioned directly or indirectly in connection with the operation of the solar generation facility at the site. At a minimum, such policies shall include: (a) property insurance on the solar generation facility for the replacement cost thereof; (b) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate; (c) employer's liability insurance with coverage of at least \$1,000,000; and (d) workers' compensation insurance as required by law. Beyond any such insurance, IMEA shall not be liable to the City for any damage to the site or any injury or damage occurring on the site in connection with the operation of the solar generation project or otherwise, unless caused by the gross negligence or intentional misconduct of IMEA or its agents. The City agrees to procure and maintain such policies of liability insurance as are commercially reasonable as the owner of the site.

24. The City shall indemnify, defend and hold harmless IMEA and its contractor/supplier from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the site of any Hazardous Substance, except to the extent deposited, spilled or otherwise caused by IMEA or its contractor/supplier or any of its contractors or agents. IMEA shall indemnify, defend and hold harmless the City (or IMEA shall cause its contractor/supplier to indemnify, defend and hold harmless the City) from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the site of any Hazardous Substance to the extent deposited, spilled or otherwise caused by IMEA's contractor/supplier or any of its contractors or agents. Each party shall promptly notify the other party if it becomes aware of any Hazardous Substance on or about the site or the parcel generally or any deposit, spill or release of any Hazardous Substance.

25. The PPA requires IMEA to obtain certain acknowledgements and agreements from the City as it relates to the site and the solar generation facility. The solar generation facility is and shall retain its legal status as personal property and shall not attach to or be deemed a part of, or fixture to, the premises. The City shall place all parties having an interest in or a mortgage,

pledge, lien, charge, security interest, encumbrance or other claim of any nature on the premises on notice of the ownership of the solar generation facility and its legal status and classification as personal property. If there is at any time during the term of this Agreement any mortgage or fixture filing against the premises which could reasonably be construed as prospectively attaching to the solar generation facility as a fixture of the premises, Purchaser shall provide a disclaimer or release from such lienholder. The City consents to the filing of a disclaimer by IMEA's contractor/supplier of the solar generation facility as a fixture of the premises in the office where real estate records are customarily filed in the jurisdiction where the premises is located. If request by IMEA's contractor/supplier, the City agrees to deliver a non-disturbance agreement between itself and IMEA or between any lienholder and IMEA in a form reasonably acceptable to IMEA's contractor/supplier.

26. Unless otherwise agreed to by IMEA and City, at the end of the initial term, or any extension thereof, IMEA agrees to promptly remove all of its removable equipment from the site or cause the same to be removed and use reasonable efforts to restore the site to its condition prior to installing the solar generation facility.

27. The initial term of this Agreement shall commence upon its execution and continue until the date that is one hundred twenty (120) days following the date of expiration or termination of IMEA's PPA with the contractor/supplier who owns the solar generation facility; provided however, if the power supply portions of the PPA terminate earlier than 20 years after the Commercial Operation Date (as defined in the PPA) because IMEA acquired ownership of the solar generation facility during the term of the PPA, then the initial term of this Agreement shall continue until the date that is twenty years and one hundred twenty days after such Commercial Operation Date. Thereafter, this Agreement shall continue in full force and effect until terminated by one hundred and twenty (120) days written notice from either party. Notwithstanding the foregoing, this Agreement shall terminate if the solar generation facility is removed from the site.

28. If the Power Sales Contract between IMEA and the City expires and is not extended or replaced during the term of the PPA, then the City will accept assignment of the PPA. If at such time IMEA has acquired ownership of the solar generation facility, then ownership of the solar generation facility will be transferred to the City subject to the City paying IMEA an amount equal to the net book value of the facility.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their proper officials, respectively, being thereunto duly authorized, and their respective corporate seals to be hereto affixed, as of the day, month and year first above written.

ILLINOIS MUNICIPAL ELECTRIC AGENCY

By: _____
President & CEO

ATTEST:

CITY OF ST. CHARLES, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5.h

Title: Recommendation to Approve Traffic Signal Maintenance Contract with Meade, Inc.

Presenter: Karen Young

Meeting: Government Services Committee

Date: March 27, 2017

Proposed Cost: \$15,984.00

Budgeted Amount: \$20,000

Not Budgeted:

Executive Summary (if not budgeted please explain):

As part of the annual traffic signal maintenance obligations the City will need to enter into a contract to maintain the following locations:

- Bricher Road & Geneva Commons
- Dunham Road & Fox Chase Boulevard
- Illinois Street & First Street
- Illinois Avenue & Riverside Avenue
- Peck Road & Campton Hills Road
- Prairie Street & First Street (Flashing Beacon Light Only)
- Prairie Street & Riverside Avenue
- Red Gate Road & River Edge Drive
- Smith Road & Wal-Mart/Charlestown Mall

The work performed under this contract generally includes continuous maintenance of the traffic signal system and appurtenances, 24/7 emergency repairs and JULIE locates for traffic signal equipment.

The Traffic Signal Maintenance Contract bids were opened on March 9th.

Contractor	Bid Amount/ Month	Bid Amount/ Year	Max. Allowable Annual Contract Increase
Lyons & Pinner Electric	\$6,535.00	\$78,420.00	3.5%
H & H Electric	\$1,774.10	\$21,289.20	4.5%
Meade, Inc.	\$1,332.00	\$15,984.00	2.75%

The lower bidder, Meade, Inc. of McCook, IL has been the City's traffic signal maintenance contractor for a number of years and staff has been pleased with the services provided. The bid price received is less than the previous year's costs. Staff recommends awarding the contract to Meade, Inc. for Traffic Signal Maintenance in the amount of \$15,984 for Fiscal Year 17/18 with the option for staff to execute an extension of the contract for Fiscal Year 18/19 and 19/20 with an annual increase of 2.75%.

Attachments (please list):

None

Recommendation/Suggested Action (briefly explain):

Recommendation to approve Traffic Signal Maintenance Contract with Meade, Inc. in the amount of \$15,984 for Fiscal Year 17/18 with the option for staff to execute an extension of the contract for Fiscal Year 18/19 and 19/20 with a maximum allowable annual contract increase of 2.75%.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5.i

Title: Recommendation to Award Contract for Roadway Testing Services to Infrastructure Management Services (IMS)

Presenter: Karen Young

Meeting: Government Services Committee

Date: March 27, 2017

Proposed Cost: \$ 59,831

Budgeted Amount: \$70,000

Not Budgeted:

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

In June 2009 and September 2012 the City Council approved the recommendation by staff to utilize the services of Infrastructure Management Systems (IMS) for a citywide street rating analysis and an update to the City’s pavement management program. As part of this program roadway re-analysis is typically performed every four to five years to encompass any capital improvement pavement changes and updates the deterioration of existing roadways. This analysis will be the third pavement management analysis for the City. The Program elements include:

- **Surface Condition Analysis** – This uses a laser road surface tester, which evaluates the current surface condition.
- **Deflection Testing** – Using a Dynaflect machine, the capabilities of the pavements, base and subgrade sections, and interaction between these sections will be evaluated.
- **Pavement Management Software Program** – This program will allow the City to manage and interpret the collected data in a variety of “what if” scenarios which will help to determine the best overall maintenance program. The program will also evaluate budgetary scenarios, providing useful information on upcoming fiscal requirements.
- **Global Positioning System (GIS) and Pavement Management** – Collected data can be used with our current GIS program to produce color maps based on existing pavement conditions or street rehabilitation plans. Queries can also be made of future infrastructure rehabilitation programs to better plan and manage resources.
- **Photo Imaging** – Additional photo imaging of all existing roadways and parkways.

The proposal provided by IMS is based on Northeast Illinois Partnering Contract (a Consortium of North and Northwest Chicago area Municipalities). It was established in 2011 by a group of North Shore Village/City Managers to easily acquire quality services at favorable prices. IMS was selected to provide pavement management engineering services to member agencies following a comprehensive review of services offered, previous track record for area agencies and cost of services. St. Charles pricing is based on the consortium price structure even though the City is not a member agency and proposal pricing was verified against those included in the consortium. The referenced municipalities selected IMS because of their reputation, consortium pricing and proprietary PavePRO Manager Software developer expertise. St. Charles has been pleased with the work performed by Infrastructure Management Services.

Attachments *(please list):*

None

Recommendation/Suggested Action *(briefly explain):*

Recommend approval to award contract for roadway testing services to Infrastructure Management Services for an amount not to exceed \$59,831



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5.j

Title: Presentation of Proposed 2017 Roadway Projects
 Presenter: Karen Young

Meeting: Government Services Committee Date: March 27, 2017

Proposed Cost: \$ n/a Budgeted Amount: \$2,581,000 Not Budgeted:

Executive Summary (if not budgeted please explain):

City staff is presenting the recommended roadways to be part of the City's 2017 MFT Street Rehab Program and other independent Capital projects. The following is a list of the proposed public roadway locations for rehabilitation or reconstruction planned for 2017.

	Roadway	From	To	Improvements
1	Banbury Avenue	Madison Avenue	Independence Avenue	Resurfacing
2	Banbury Court	Banbury Avenue	End of cul-de-sac	Resurfacing
3	Bent Avenue	N. 2 nd Avenue	N. 4 th Avenue	Resurfacing
4	Dunham Place	Dunham Avenue	Dunham Avenue	Resurfacing
5	Pleasant Avenue	S. 13 th Avenue	Jewel Avenue	Resurfacing
6	N. 3 rd Avenue	Park Avenue	North Avenue	Resurfacing
7	N. 5 th Street	Main Street	Cedar Avenue	Resurfacing
8	S. 13 th Street	Horne Street	Fellows Street	Resurfacing
9	S. 14 th Street	Indiana Avenue	South Avenue	Resurfacing
10	S. 14 th Street	IL Route 38	Prairie Street	Resurfacing
11	37 th Avenue	Illinois Avenue	Ohio Avenue	Full Depth Reclamation
12	38 th Avenue	Illinois Avenue	Ohio Avenue	Full Depth Reclamation

The locations are also shown on the attached map. All improvement locations will include repairs to sidewalks and curbs, utility, pavement marking and landscape restoration. Resurfacing improvements will include removal of the top layer of pavement surface and replacement with a new driving surface. The improvements to 37th and 38th Avenues will receive full depth reclamation instead of a surface replacement. Fellows Street and S. 13th Street will include replacement of the existing watermain. A total of 2.63 miles of roadway are proposed to be improved.

The City applied for and received a grant in the amount of \$220,000 thru the Kane County Development Fund for the work associated with Fellows Street, S. 13th Street and S. 14th Street. The remainder of the project will be funded through Motor Fuel Tax (MFT) funds, General fund and utility funds.

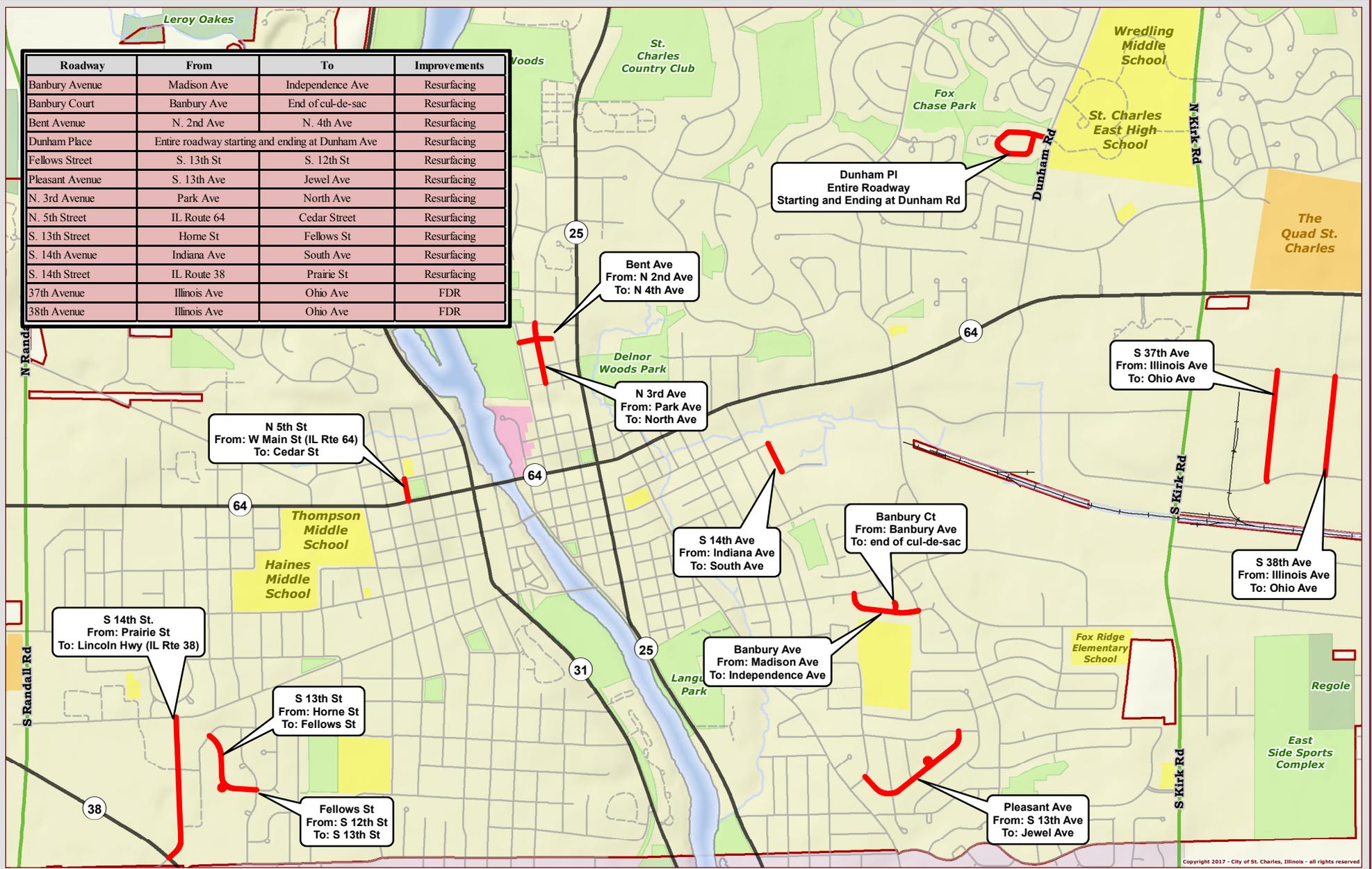
Attachments (please list):
 * Property Location Map

Recommendation/Suggested Action (briefly explain):
 For information only



2017 Street Selections

Roadway	From	To	Improvements
Banbury Avenue	Madison Ave	Independence Ave	Resurfacing
Banbury Court	Banbury Ave	End of cul-de-sac	Resurfacing
Bent Avenue	N. 2nd Ave	N. 4th Ave	Resurfacing
Dunham Place	Entire roadway starting and ending at Dunham Ave		Resurfacing
Fellows Street	S. 13th St	S. 12th St	Resurfacing
Pleasant Avenue	S. 13th Ave	Jewel Ave	Resurfacing
N. 3rd Avenue	Park Ave	North Ave	Resurfacing
N. 5th Street	IL Route 64	Cedar Street	Resurfacing
S. 13th Street	Home St	Fellows St	Resurfacing
S. 14th Avenue	Indiana Ave	South Ave	Resurfacing
S. 14th Street	IL Route 38	Prairie St	Resurfacing
37th Avenue	Illinois Ave	Ohio Ave	FDR
38th Avenue	Illinois Ave	Ohio Ave	FDR



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Publication Date: March 7th, 2017
 Data Source: City of St. Charles, Illinois
 Kane County, Illinois
 DuPage County, Illinois
 Projection: Transverse Mercator
 Coordinate System: Illinois State Plane East
 North American Datum 1983
 Request #: 1221

0 250 500 1,000 Feet

— Street Selections

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AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5.k

Title:

Recommendation to Approve Renewal of the Farm Land Lease and Biosolids Application Agreement

Presenter:

Tim Wilson

Meeting: Government Services Committee

Date: March 27, 2017

Proposed Cost: \$37,000

Budgeted Amount: \$45,000

Not Budgeted:

Executive Summary (if not budgeted please explain):

The Main Wastewater Treatment Plant generates approximately 4,000 cubic yards of biosolids annually. The City owns and leases forty (40) acres of farmland at the West Side Treatment Plant on Route 38. The current Lease and Biosolids Agreement is with Bill and Roger Mangers and is up for renewal. Historically the farmland has been leased to Bill and Roger Mangers with whom the City has built a good working relationship. In addition to leasing the acreage, the Mangers were contracted to spread biosolids on it.

To remain competitive with local farm lease rates and comparable lease rates on University of Illinois farm land, staff recommends renewal for a three year period with the following leasing terms:

2017 - \$165.00 per acre

2018 - \$173.00 per acre

2019 - \$180.00 per acre

The City has found that the biosolids application costs with Mangers Brothers to be lower than the competition. As part of the proposed agreement, any farm land managed by Mangers Brothers will be applied at the following costs: (See attached quotes)

2017 - \$9.20 per cubic yard

2018 - \$9.40 per cubic yard

2019 - \$9.60 per cubic yard

The proposed agreement provides the City with the flexibility to continue to look for additional farm land and biosolids appliers. As part of the application portion of the contract the city is requesting a bid waiver. Bid waiver form and additional pricing have been attached.

Attachments (please list):

* 2017 Farm Lease and Biosolids Application Agreement * Map * Bid Waiver Form for Biosolids Application * Additional pricing

Recommendation/Suggested Action (briefly explain):

Recommendation to approve the 2017 Farm Land Lease and Biosolids Application Agreement with Managers Brother Farms.

CITY OF ST. CHARLES

FARM LEASE AND BIOSOLIDS APPLICATION AGREEMENT

The City of St. Charles, Illinois (hereinafter referred to as "City"), and Roger Mangers and William Mangers (hereinafter collectively referred to as the "Mangers"), mutually agree to this lease on the following terms and conditions:

1. **DEMISED PREMISES:** City agrees to lease to the Mangers forty (40) acres of City owned farmland located at the City of St. Charles' Westside Wastewater Treatment Plant on Route 38 (hereinafter referred to as the "Demised Premises").
2. **TERM:** The term of this lease shall commence on January 1, 2017 and continue until December 31, 2019, unless terminated earlier as provided in this lease.
3. **RENEWAL OPTION:** The City has the option to renew this lease for an additional three year period providing that the City gives written notice to the Mangers of its exercise of the renewal option on or before August 1, 2019. Rent and Beneficial Reuse of Biosolids for the option period shall be the amount in an amount as negotiated between the City and the Mangers.
3. **RENT:** Rent for the Demised Premises shall be assessed on a per acre rate for forty (40) tillable acres for an annual rent due on or before December 1 of each year.
 - i. January 1, 2017 – December 31, 2017: \$165 / per acre = \$6,600 Annual
 - ii. January 1, 2018 – December 31, 2018: \$173 / per acre = \$6,920 Annual
 - iii. January 1, 2019 – December 31, 2019: \$180 / per acre = \$7,200 Annual

If the Mangers fail to pay rent as scheduled, a one and one-half percent (1.5%) per month finance charge shall be assessed against any balance due; said interest represents an annual percentage rate of eighteen percent (18%). Rent shall be payable to the City of St. Charles unless otherwise designated by City. Rental payments should be mailed to City of St. Charles, 2 East Main Street, St. Charles, Illinois 60174.

4. **TERMINATION:** The City has the right to cancel this lease for all or any part of the Demised Premises in conjunction with the closing of any sale thereof. Such termination shall be effectuated by written notice to the Mangers on the date specified by such notice. City shall pay to the Mangers no later than ten days (10) after the effective date of such termination the following:
 - a. If such termination affects portions of the Demised Premises in which crops have been planted, the sum of eight hundred fifty dollars (\$850) per acre, prorated for any partial acre, in addition to a refund of rent paid hereunder for such portion of the Demised Premises.
 - b. If crop damage occurs as a result of soil testing or other activities on the Demised Premises as directed by the City, the Mangers shall have the right to be reimbursed for its prorated expenses to date for any measured acres damaged.

- c. In the event that the City withdraws any portion of the Demised Premises, the rent shall be prorated according to the percentage of acreage withdrawn. This amount shall then be subtracted from the total amount of rent otherwise payable under this lease.
 - d. If the Mangers default on any obligations imposed by this lease and do not cure the default within thirty days (30) of receipt of written notice specifying the instance(s) of default, then this lease shall automatically terminate on the thirty-first day (31st) following receipt of notice.
5. **ASSIGNMENT:** Mangers shall not assign or sublet this lease in whole or in part without first obtaining the City's written consent.
6. **NOTICES:** All notices shall be sent by certified mail. Notices to the City shall be directed to the City of St. Charles, Attention: Director of Public works, 2 East Main Street, St. Charles, Illinois 60174, and notices to the Mangers shall be directed to William Mangers, 49W179 Main Street, Elburn, Illinois 60119.
7. **WAIVER OF WARRANTY:** The Mangers agree that they have fully inspected the leased property and take it as-is. The City reserves warranties of any kind and disclaims any responsibility for visible or latent defects in the Demised Premises.
8. **MANGERS' INVESTMENT AND EXPENSES:** The Mangers hereby agree to furnish the following at their sole cost and expense:
- a. All machinery, equipment, labor, fuel and power necessary to farm the Demised Premises in a satisfactory manner.
 - b. All hauling of all materials needed for making repairs or minor improvements to the Demised Premises, except where otherwise agreed to.
 - c. All labor required for repairing or improving the Demised Premises, except where otherwise agreed.
 - d. All seeds, inoculations, disease treatment materials, fertilizers, herbicides and insecticides.
 - e. Plowing.
 - f. Insurance on equipment and employees as provided in Section 14 of this lease.
 - g. Any other materials or work expended during the term of this lease, except as otherwise agreed to.
9. **MANGERS' DUTIES:**
- In addition to the prompt payment of all rent, Mangers agrees to perform the following required activities:
- a. To cultivate the farm faithfully and in a timely, thorough and businesslike manner.

- b. Follow farming practices that are generally recommended for this type of farm and its locality unless other practices are agreed to by the City and the Mangers.
- c. Keep the Demised Premises neat and orderly.
- d. Prevent all unnecessary waste, loss or damage to the Demised Premises and all other real or personal property of the City.
- e. Practice fire prevention, follow safety rules, and comply with all pollution control and environmental protection requirements and implement erosion control practices that are prudent and otherwise in accord with all applicable government standards.
- f. Keep all vehicles and other equipment located on the Demised Premises locked with keys removed when not attended. The Mangers shall be solely responsible for all equipment.
- g. Maintain a record of soil treatment and provide a supplier's statement which includes the amounts of fertilizers, pesticides, herbicides and other chemicals and similar substances purchased and the date of purchase.
- h. Use chemicals and pesticides in accordance with labeled directions; prevent chemical and pesticide drift onto adjacent properties and other non-target lands and animals.
- i. Use prudence and care in transporting, storing, handling and applying all fertilizers, pesticides, herbicides and other chemicals and similar substances.
- j. Use the Demised Premises without site contamination such as, but not limited to, chemicals, oil spills, hydrocarbons or any other waste materials.
- k. Keep ditches, tile drains, tile outlets, grass waterways, and established watercourses in good repair and otherwise protect and preserve the same.
- l. Use due care in farming around existing manholes, sanitary sewers and telephone poles. Mangers shall be solely responsible for any damage to any manholes, sanitary sewer pipe or telephone poles.
- m. Allow the City access to all roads and trails on the Demised Premises. The Mangers agree to maintain all roads and trails on the Demised Premises in a condition equal to or exceeding the condition of such roads or trails on the date Mangers took possession of Demised Premises.
- n. Prior to termination of this lease, the Mangers agree to allow their successor access to the Demised Premises for the purpose of field preparation, following the removal of the Mangers' crop on a field by field basis.

10. Farm Chemicals and Hazardous Substances:

The Lessor and the Mangers agree to the following

a. The Mangers hereby warrant that they have received training and information that includes emphasis on safe storage, mixing, application, and rinsate disposal for farm-use pesticides and chemicals. The Mangers assume all responsibility for providing this information to family, employees, and other persons used for fulfilling the Mangers' responsibilities under this lease.

b. All chemicals used by the Mangers on the Demised Premises shall be applied by a licensed operator (whenever such is required by the laws of the State of Illinois) in a prudent and proper manner, including the use of equipment that is in good working order, and at levels that do not exceed the manufacturer's recommendation. The application of any chemicals on the Demised Premises shall at all times be in a manner that is generally consistent with prudent farming practices, any rules and regulations of the Environmental Protection Agency, and any guidelines and recommendations provided by the chemical manufacturer. Each chemical container shall be used and stored in a manner that minimizes the risk of an accidental spill and discharge.

c. No chemicals shall be stored on the Demised Premises for more than one (1) year from the purchase date. Any chemicals or petroleum products stored or maintained on the Demised Premises shall be in clearly marked, closed-tight containers located above the ground.

d. No excess chemicals or chemical containers shall be disposed of on the Demised Premises. All excess chemicals, chemical containers, or other hazardous waste shall be removed in a timely, prudent manner by the Mangers at their sole cost and expense, and under no circumstances shall such remain after the expiration or termination of this lease.

e. During the life of this lease, the Mangers shall record all applications of chemicals and fertilizer by field, including the name and source of each item applied, the quantity applied, and the date of the application. The Mangers shall furnish a copy of this record to the City within twenty-one (21) days following the City's request for it. The Mangers agrees to make such record available for inspection at any reasonable time during the year.

f. The Mangers shall pay for the cleanup of any hazardous chemical spill occurring on the Demises Premises when the spill is the direct or indirect result of the Mangers' farming activities and operations. The Mangers shall keep the City safe, harmless and indemnified as to any losses, claims, fees, damages, legal fees, causes of action, including all costs of cleanup, and other costs and expenses resulting from any such spill or contamination.

11. OPERATIONS TO BE CONDUCTED WITHIN THE DEMISED PREMISES: All farming, plowing, turning, crop removal and other operations shall be within the confines of land actually rented and not on adjoining lawns, yards, fields or other areas including areas planted in grass surrounding the Demised Premises and running along highways.

12. **CITY'S RIGHT OF ENTRY:** City shall have the right to enter at any time to inspect fields, ditches, tile outlets, fences or any other part of the Demised Premises, and to repair or do any other work that the City considers necessary or desirable

13. **RELEASE AND INDEMNITY:** The Mangers agree to assume all risk of loss and to indemnify and hold the City, their respective officers, employees or agents harmless from and against all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including injuries to persons (including death) and for the loss of, damage to, or destruction of property because of the Mangers' acts or omissions. In the event that any demand or claim is made or suit is commenced against the City, the City shall give prompt notice thereof to the Mangers and the Mangers shall have the right to compromise or defend the same to the extent of their own interest.

14. **INSURANCE:** For the term of the lease, the Mangers shall maintain insurance with a carrier acceptable to the City, insuring Mangers for the following types and in state minimum amounts:

Commercial General Liability:	\$1,000,000 per occurrence \$2,000,000 general aggregate
Umbrella Liability:	\$2,000,000 limit
Workers Compensation:	\$500,000 per accident

The Mangers shall furnish a Certificate of Insurance and agrees that all applicable insurance policies be amended to name the City and the State as additional insureds and to receive notice of termination of coverage which shall require 30 days notice.

15. **LANDLORD'S LIEN FOR RENT AND PERFORMANCE:** The City is entitled to the Landlord's lien provided by law on crops grown or growing on the Demised Premises as additional security for the specified rent and for the faithful performance of the terms of the lease by the Mangers.

In the event that the Mangers fail to pay the rent due or to keep any other term or condition of this lease, all costs and attorneys' fees of the City in enforcing collection or performance shall be added to and become a part of the obligations payable by the Mangers under this lease.

The City's decision to exercise its rights under this section shall not preclude the City from pursuing any other legal remedies available to the City.

16. **SURRENDER OF THE DEMISED PREMISES:** The Mangers agree to surrender possession of the Demised Premises upon the termination of this lease without further demand on part of City.

17. **TERMS BINDING:** The terms of this lease are binding on the heirs, executors, administrators and assigns of both of the parties.

18. **AMENDMENTS:** Amendments and alterations to this lease may be made only upon mutual agreement of the parties.

19. **BRIBERY CLAUSE:** The Mangers certify that they have not bribed or attempted to bribe an officer or employee of the City.

20. ADDITIONAL AGREEMENTS:

- a. The Mangers agree not to pasture, graze animals or grow products that violate the IEPA biosolids permit on any land subject to this lease.
- b. The City shall manage the soil analysis required by the IEPA and IEMA for biosolids operations. The City shall supply the Mangers with a copy of the soil analysis report on a per year basis. The City will not manage or incur additional cost for soil analysis be on the IEPA and IEMA requirements.
- c. The Mangers agree to provide soil PH adjustment required by IEPA soil analysis and biosolids permit. The full cost of soil PH adjustment will be incurred by Mangers.

21. **REOPENER CLAUSE:** The City or the Mangers may initiate good faith negotiations to modify or extend this lease. Any modification or extension shall be agreed upon, in writing, by both parties.

22. BENEFICIAL REUSE OF BIOSOLIDS:

- a. The Mangers agree to accept, that the City may deposit stabilized biosolids on the Demised Premises for the purpose of beneficial reuse of biosolids as a soil enhancement. There shall be no obligation by the City to deposit biosolids on said Demised Premises or off site locations.
- b. The City shall provide delivery of biosolids to stock pile location for the deposit of biosolids. Stock pile locations on off-site farm fields will be predetermined by Mangers and agreed upon by the City. Stock piles must conform to conditions contained in the IEPA land application permit.
- c. The Mangers agree to provide services to spread and incorporate the biosolids on the Demised Premises and suitable off-site locations farmed by Mangers during the term defined previously. The Mangers agree to spread and incorporate the biosolids at agronomic rates consistent with the conditions contained in the IEPA permit issued to the City. The Mangers acknowledge they understand the conditions contained in the IEPA land application permit.
- d. The Mangers are an independent contractor, are not employees of the City and this lease shall not be construed as establishing a joint venture.
- e. The City makes no expressed or implied warranties regarding the impact of biosolids on the Demised Premises.
- f. The Lease shall be binding upon and inure to the benefit of both parties, their personal representatives, successors and assigns and shall not be assigned nor shall a representative or successor of Mangers have any rights hereunder without the consent of the City.

g. During the below-referenced period, the City shall pay the Mangers for spreading and application of biosolids on site & off site:

- i. January 1, 2017 – December 31, 2017: \$9.20 / cubic yard
- ii. January 1, 2018 – December 31, 2018: \$9.40 / cubic yard
- iii. January 1, 2019 – December 31, 2019: \$9.60 / cubic yard

THE UNDERSIGNED PARTIES mutually agree to the above lease, including all terms and conditions thereof:

CITY
CITY OF ST. CHARLES, ILLINOIS

MANGERS

By: _____
Raymond P. Rogina, Mayor

Roger Mangers

William Mangers

ATTEST:

, City Clerk

ADDRESS:

DATE: _____

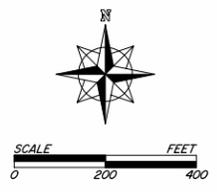
DATE: _____

c:cw\mangers



LEGEND

- FIELD #1
- FIELD #2
- FIELD #3
- FIELD #4
- FIELD #5



SCALE: 1" = 200'
 DATE: MARCH 29, 2016
 FILE: OWNERSHIP-DETAIL-2-29-2016.DGN

**OWNERSHIP EXHIBIT
 PARCELS NORTH & SOUTH OF ROUTE 38**

435 Williams Court, Suite 100
Baltimore, MD 21220
www.synagro.com



SEPTEMBER 29, 2016

Michael Burnett
Environmental Services Manager
City of St. Charles, IL
2 E. Main Street
St. Charles, IL 60174-1984

Dear Mr. Burnett,

Synagro Central, LLC is pleased to provide a proposal for the hauling and land application of municipal biosolids. Synagro's philosophy is to build and maintain strong partner relationships while providing quality, safe and compliant services at reasonable and competitive prices. We have over 20 years of experience in providing biosolid services to more than 600 municipal and industrial customers. We trust that our proposal will show our commitment to that philosophy.

Synagro Technical Services division provides compliant, cost-effective, land-base management and value-added environmental services. This includes (but not limited to): land sourcing and permitting; nutrient management planning (NMP) and mapping; technical support for operational compliance and product use; logistics and source destination management; regulatory monitoring and reporting.

Synagro's proposed price for the hauling and land application of 2900 cubic yards of biosolids is \$16.75 per cubic yard. We thank the City of St. Charles for its consideration of Synagro on this important project. We are committed to developing a strong partnership with the city and providing the quality services you expect.

If you have any questions about our submittal or require any additional information, please feel free to contact me at (978) 979-5916 or adean@synagro.com. We look forward to hearing from you soon.

Warm regards,

Anita Dean
Business Development Manager

YOUR PARTNER FOR A CLEANER, GREENER WORLD



PROPOSAL FOR HAULING AND SPREADING SERVICES

September 20, 2016

Prepared for the City of St. Charles IL Biosolids Program

The complete land application of biosolids program includes the following steps:

- Mobilize semi-trailers to the site to be loaded by The City of St. Charles;
- Receive biosolids into trailers for transportation to area farms;
- Transport the biosolids with IL DOT licensed trucks and trailers equipped with watertight seals to ensure safe delivery to area farm fields;
- Safely deliver the correct agronomic amount of biosolids to the field(s) for land application;
- Load and apply the biosolids at proper agronomic rates in accordance with IEPA 391 guidelines;
- Generate a monthly operating report summarizing all the information for hauling and land application;

Stewart Spreading will be responsible for:

- Mobilize and demobilize semi-trailers, personnel and field equipment to and from the St. Charles WWTP storage facility for safety conscious operations;
- Supply all labor, equipment, and agronomic technical expertise necessary for the transportation and land application of biosolids;
- Haul and land apply biosolids according to IEMA 330, IEPA 391 and USEPA 503 regulations;
- Acquire (through local farm producers) and manage the proper amount of land required to accept biosolids for land application;

The City of St. Charles, IL will be responsible for:

Loading Stewart Spreading's trucks that are rated at 25 cy (short trailer) to 28 cy (long trailer) capacity trailers with biosolids for transportation to area farms;

- Providing reasonable access to the St. Charles WWTP site for receiving and hauling biosolids;
- Providing names of personnel and contact information for desired chain of communication;
- Providing pure and clean biosolids free of any debris (i.e. rocks, weeds) and foreign matter;
- Payment of invoice within 30 days of receipt, with a 2% monthly fee if paid beyond 30 days;
- Understanding inclement or wet weather may hinder, delay, or cease operations;
- Provide biosolids that meet all IEMA 330, IEPA 391, and USEPA 503 standards for land application;
- Providing a signed analysis of Notice and Necessary Information form prior to hauling;
- Acknowledging this contract may be extended annually on September 1 with either a simple 2% increase or annual CPI adjustment (whichever is greater of the two) per year.

\$17.50 per cubic yard of biosolids received, hauled, spread and reported that meet all IEMA 330, IEPA 391, and USEPA 503 land application requirements. Invoicing will be based on 25 cy (short trailer) and 28 cy (long trailer) per load. Rate is based on an estimated volume of 2,900 C.Y.

Accepted by,

Stewart Spreading, Inc.

Greg Halmagyi 09/20/2016
Signature Date

Greg Halmagyi, Business Developmnt Mgr.

Name / Title

City of St. Charles, IL

Signature Date

Name / Title



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5.1

Title: Recommendation to Award Contract Amendment Agreement for Engineering Services for Sub-basin SC02 Flow Monitoring Study to Engineering Enterprises, Inc.

Presenter: Tim Wilson

Meeting: Government Services Committee

Date: March 27, 2017

Proposed Cost: \$59,724

Budgeted Amount: \$ 60,000

Not Budgeted:

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

At the September 2016 Government Services Committee meeting, Council approved Phase I Flow Monitoring for Sub-basin SC02. Flow monitoring occurred from September to November 2016. During this time window the fall weather was exceptionally warm and dry, the data collected was insignificant. The recommendation is to complete a second flow monitoring phase for this Sub-basin SC02.

In addition due to the delay of the phase I final report, additional work has been added to this contract amendment. All of the additional services would normally be completed during the Phase II evaluation. Phase II portion of SC02 will be delayed by at least four months; staff is recommending the proposed amendment in an effort to keep the CMOM plan on schedule. All of the proposed costs will be covered by 2016-2017 budget savings and the pending approval the 2017-2018 budgets.

The first additional the contract is an evaluation of the IL Rte. 31 sewer trunk main. Recent video inspections by city crews of the Rt. 31 sewer main have discovered some additional deterioration. The Rt. 31 section of sewer main is part of the SC02 basin. Normally the evaluation would be completed as the Phase II portion of the CMOM plan. However, due to the delays in Phase I and the need to add any recommendations to the capital planning process, the Public Works Department would like to get the evaluation process of the Rt. 31 sewer main started in May.

The second addition was a public education portion of Phase II. Public education would normally be a cost occurred during the second phase contract. But again, due to the delays staff is recommending the public education portion to start earlier. The public education portion also includes a presentation planned for the Government Services Committee Meeting in May or June.

As a quick reminder, Sub-basin SC02 was selected as a starting point due to the problematic history in the 10th street area. The Sub-basin is generally located between Prairie Street to the north, the Fox River to the east, Gray Street to the south, and Randall Road to the west. Flow monitoring will include eight (8) flow monitors for an eight (8) week period of time while local weather data is collected. At the completion of the Phase I (flow monitoring) recommendations will be made for Phase two, which is the Sewer System Evaluation Survey.

Attachments *(please list):*

* EEI Amended Agreement for Consulting Engineering Services for Sub-basin SC02 Flow Monitoring Study

Recommendation/Suggested Action *(briefly explain):*

Recommendation to Award Amended Agreement for Engineering Services for Sub-basin SC02 Flow Monitoring Study to Engineering Enterprises Inc. for a fixed fee amount of \$59,724.



March 10, 2017

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

**Re: *Subbasin SC02 Flow Monitoring Study (Phase 1) Contract Amendment
City of St. Charles, Kane & DuPage Cos., IL***

Dear Mr. Wilson:

On behalf of the project team at EEI, I want to take another opportunity to express our pleasure in working with you and City staff on the City's Capacity, Management, Operations and Maintenance (CMOM) Plan for the City's Sanitary Sewer System and more specifically, the City's Inflow and Infiltration Reduction Program (I&IRP). We feel privileged to have been selected by the City to provide the professional engineering services for this very important program, and hope that we have lived up to the City's expectations and our reputation.

Please recall a goal of the City's I&IRP is to cost-effectively identify Inflow and Infiltration (I/I) sources and cost-effectively rehabilitate the system to reduce I/I. The program follows a three phased approach to minimize the amount of expenditures and maximize the amount of I/I that is removed from the system. Phase 1 consists of the flow monitoring at multiple locations within a subbasin. Typically the flow monitoring results, if there are sufficient rain events during the monitoring period, will identify areas where the I/I can be considered excessive, but it also typically identifies areas where I/I is not an issue. Those areas that have excessive I/I will be further analyzed in Phase 2. Phase 2 consists of sewer system evaluation survey (SSES) field work items, such as smoke testing, manhole inspections and televising sewers, which will identify the location of the defects in the sanitary sewer system. Phase 2 also will identify which areas of the system need to be rehabilitated. Phase 3 is the implementation of the planned rehabilitation.

As we have discussed, there were insufficient rain events within Subbasin SC02 in the Fall of last year (during the first flow monitoring period) to draw reasonable conclusions of the level of I/I throughout Subbasin SC02. Therefore, additional flow monitoring should be conducted within the subbasin this spring. The work items and costs associated with conducting additional flow monitoring this spring are included in the contract amendment.

In addition to including the work items associated with the additional flow monitoring, this amendment also includes an interceptor capacity analysis for the main sanitary sewer lines that convey wastewater through Subbasin SC02. The purpose of conducting the interceptor capacity analysis is to establish the current capacity in the lines and then evaluate the hydraulics of the lines with the potential addition of flows from the Prairie Centre Development. The route of the sanitary sewer mains to be evaluated are highlighted in Exhibit A.

As part of the interceptor capacity analysis, field surveying will be completed to establish the alignment and elevation of the sanitary sewer pipes. The current level of I/I obtained from the flow monitoring will be utilized to evaluate the present level and projected level of I/I peak flows in the sanitary sewer network. It is quite likely the level of I/I that enters the system within this subbasin has changed over the last 20 years. We will develop a model of the sanitary sewer interceptors and then route 10-year and 25-year recurrence interval design storms through the model to evaluate the pipe capacity. If portions of the sanitary sewer network are undersized to carry existing and/or future flows, we will identify the improvements needed to expand the capacity of the network. We also will develop a cost estimate for the improvements. Please note City Staff has determined the sanitary sewer pipe along Route 31 (Geneva Rd) is in need of rehabilitation. Therefore, at a minimum, we will develop a cost estimate to rehabilitate that section of pipe.

A report summarizing the flow monitoring results and interceptor capacity analysis will be provided as part of this contract. Please note the work items and fees for the report development were part of the original contract. The report will identify the sub-subbasins that will need to be evaluated within Phase 2 of the I/I program for SC02.

This contract amendment also includes services in preparation of a communication plan for the Phase 2 work within Subbasin SC02. As previously mentioned, Phase 2 involves the investigation of high I/I areas by utilizing smoke testing, dye testing, manhole inspections and possibly televising to identify the location of the defects within the pipes and manholes. This amendment provides time for EEI to work with the City to develop the communication plan, as well as, develop and make a presentation to the City Council regarding the reasons behind and the expected outcomes of SSES activities.

The attached documents include a detailed scope of services, estimate of level of effort and associated cost, and schedule for each of the work items of the contract amendment along with the remaining work items for the Original Contract. The total cost

Mr. Tim Wilson
March 10, 2016
Page 3

of the Basin SC02 Phase 1 amendment is \$59,724. We project the flow monitoring to take place in May – June, data analysis to be complete in July and report finalization in the Fall.

We look forward to continuing our outstanding partnership with the City and look forward to working with you and members of your staff on this project. Upon approval of this contract amendment, please sign in the space below and submit a copy for our records. If you have any questions or require any additional information, please do not hesitate to contact me.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.



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

JWF/clv

Enclosures

pc: Peter Suhr – Director of Public Works (Via E-mail)
Chris Adesso – Assistant Director of Public Works, Operations (Via E-mail)
Mike Burnett – Wastewater Division Manager (Via E-mail)
PGW, TWT, STD, DMT, CLV – EEI (Via E-mail)

Accepted by: _____

Date: _____

ATTACHMENT A – SCOPE OF SERVICES
SUBBASIN SC02 FLOW MONITORING STUDY (PHASE 1) CONTRACT AMENDMENT
INFLOW AND INFILTRATION REDUCTION PROGRAM
City of St. Charles, Kane and DuPage Cos., IL

Introduction

The Subbasin SC02 flow monitoring phase will help delineate inflow and infiltration severity throughout the subbasin. The I/I Investigation for Subbasin SC02 is part of a 15-year, multiphase plan to complete flow monitoring, sewer system evaluation surveys (SSES), and rehabilitation as necessary for all mains within the St. Charles sanitary sewer basin. The estimated scope and cost of the entire 15-year St. Charles Sanitary Basin Evaluation and Rehabilitation Plan can be found in Table No. 3-3 of the February, 2016 CMOM plan.

The sub-subbasins within SC02 have already been delineated and monitored once from a previous flow monitoring study. The previous monitoring study did not capture any large rainstorms and therefore the flow data is not useful to project I/I for larger design storms. Additional flow monitoring will likely yield more information which can be used to project I/I under larger storms. The proposal includes flow monitoring in six (6) sub-subbasins using eight (8) flow monitors and one (1) rain gauge for eight (8) weeks. The locations of eight proposed flow monitors will be the same as the previously monitored SC02 locations. All cost and schedule decisions were based off of EEI's best knowledge of the SC02 Subbasin to-date.

An interceptor capacity analysis for both the existing and proposed trunk main carrying the flows from the proposed Prairie Centre development is also part of the contract amendment. The locations and sizes of the evaluated trunk mains can be found in Exhibit A. This analysis will evaluate the capacity of the mains that currently and potentially will convey the flow from the West end of the subbasin around the Proposed Prairie Center development area to the outlet at the northeast end of the subbasin. Part of this evaluation includes the surveying of the main in order to obtain the rim and invert heights. Once the conveyance capacity has been determined, the information will be combined with the projected I/I to determine if the conveyance is sufficient. This report will also investigate, in detail, the known problem area in the East end of the basin along Route 31 (Geneva Rd).

The results of the Flow Monitoring Study, along with the results of the interceptor capacity analysis will be summarized in a report. This report will outline and summarize the efforts and outcomes of the flow monitoring and the capacity analysis. The outcomes in this report are intended to be used as a guide for the SSES work that is expected to be completed as part of Phase 2 of the I/I Reduction Program for Subbasin SC02.

The work in the contract amendment also proposes a communication plan as preparation for Phase 2 of the SC02 monitoring project. The proposed communication plan outlines communication that must occur both within the City (between public works staff and the City Council) and to City residents. A communication plan is important in order to keep all residents informed of SSES activities and the impacts of those activities.

The proposed work items for this project are as follows:

PROJECT FACILITATION & MEETINGS:

- 0.1 Project Administration
- 0.2 Progress Meeting

FLOW MONITORING:

- 1.1 Monitor Flows (Assumes 8 Locations) Within Basin For 8 Weeks
- 1.2 Monitor Rainfall (Assumes 1 Location) Within Basin For 8 Weeks
- 1.3 Analyze Flows & Determine I/I Severity By Subbasin

SEWER SYSTEM EVALUATION SURVEY COMMUNICATION PLAN:

- 2.1 Develop communication Plan Document
- 2.2 Develop SSES Overview & Communication Plan Presentation
- 2.3 Draft Presentation Review Meeting with City Staff
- 2.4 Conduct SSES Overview & Communication Plan Presentation to Council

INTERCEPTOR CAPACITY ANALYSIS:

- 3.1 Survey Interceptor Routes
- 3.2 Existing Condition Interceptor Modeling
- 3.3 Modified Condition Interceptor Modeling
- 3.4 Route 31 Sanitary Sewer Rehabilitation Assessment and Cost Estimate
- 3.5 Interceptor Improvements Cost Estimate
- 3.6 Modeling Analysis Addition to Summary Report

REPORT (REPORT WORK ITEM AND FEES INCLUDED UNDER ORIGINAL CONTRACT):

- 4.1 Prepare Draft Flow Monitoring Report
- 4.2 City Draft Report Review
- 4.3 Finalize Report

Additional Services

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

Attachment B:
ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR PROFESSIONAL ENGINEERING SERVICES
BASIN SC02 PHASE 1 (FLOW MONITORING) STUDY CONTRACT AMMENDMENT
INFLOW AND INFILTRATION REDUCTION PROGRAM
CITY OF ST. CHARLES, KANE AND DUPAGE COS., IL

WORK ITEM NO.	WORK ITEM	EEI										SUB-CONSULTANT	WORK HOUR SUMM.	COST PER ITEM		
		ENTITY:	PROJECT ROLE:	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT ENGINEER	SENIOR PROJECT TECHN. I	PROJECT TECHN.	SURVEYING MANAGER	SENIOR PROJECT SURVEYOR II	SENIOR PROJECT SURVEYOR II*				SURVEYING INTERN*	ADMIN.
	HOURLY RATE:	\$191	\$185	\$133	\$133	\$121	\$168	\$155	\$196	\$82	\$80					
PROJECT FACILITATION & MEETINGS																
0.1	Project Administration	1	3												4	\$746
0.2	Progress Meeting (1 Additional Progress Review Meeting)	4	7	6											18	\$2,937
	Project Facilitation Subtotal:	5	10	6											22	\$3,683
FLOW MONITORING																
1.1	Monitor Flows (Assumes 8 Locations) Within Subbasin For 8 Weeks	1	2	4											7	\$20,298
1.2	Monitor Rainfall (Assumes 1 Location) Within Subbasin For 8 Weeks	1	2	2											5	\$1,827
1.3	Analyze Flows & Determine I/I Severely By Sub-Subbasin	2	4	20											26	\$3,782
	Flow Monitoring Subtotal:	4	8	26											38	\$25,907
SEWER SYSTEM EVALUATION SURVEY COMMUNICATION PLAN																
2.1	Develop Communication Plan Document	2	4	12											18	\$2,718
2.2	Develop SSES Overview & Communication Plan Presentation	8	2	2											10	\$1,794
2.3	Draft Presentation Review Meeting With City Staff	3	3	3											9	\$1,527
2.4	Conduct SSES Overview & Communication Plan Presentation To Council	4	3	3											7	\$1,319
	Sewer System Evaluation Survey Communication Plan	17	10	17											44	\$7,358
INTERCEPTOR CAPACITY ANALYSIS																
3.1	Survey Interceptor Route	1	8	20											29	\$4,351
3.2	Existing Condition Interceptor Modeling	1	4	10											15	\$2,261
3.3	Modified Condition Interceptor Modeling	1	1	8											10	\$1,440
3.4	Route 31 Sanitary Sewer Rehabilitation Assessment and Cost Estimate	1	2	8											11	\$1,625
3.5	Interceptor Improvements Cost Estimate	2	4	20											30	\$4,266
3.6	Modeling Analysis Addition To Summary Report	6	19	68											167	\$22,781
	Interceptor Capacity Analysis	32	47	117											271	\$59,724
	PROJECT TOTAL**:															

Notes:
*Assumes Senior Project Surveyor II and Surveying Intern 2 Man Field Crew
**Does Not Include Original Contract Hours and Fees

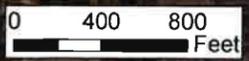
DIRECT EXPENSES	
Mileage =	\$50
Printing =	\$100
DIRECT EXPENSES =	\$150

LABOR EXPENSES	
Engineering Expenses =	\$30,368
Drafting Expenses =	\$484
Surveying Expenses =	\$8,592
Administrative Expenses =	\$80
Subconsultant Expenses =	\$20,200
TOTAL LABOR EXPENSES =	\$59,724

TOTAL CONTRACT COSTS =	\$59,874
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Legend

- Manhole
- Sanitary Mains
 - No Size Listed
 - 2"
 - 4"
 - 6"
 - 8"
 - 10"
 - 12"
 - 14"
 - 15"
 - 16"
 - 18"
 - 20"
 - 21"
 - 24"
 - 27"
 - 30"
 - 36"
- Abandoned Mains
- Force Mains
- Sanitary Sewer Route to be Modeled
- Mains Already Surveyed
- Proposed Survey Mains



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

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

DATE:	3/6/2017
PROJECT NO.:	SR1602
BY:	CLV
PATH:	H:\GIS\Public\St. Charles\2016\SR1602\Exhibit 4-1_routetobesurveyed.mxd
FILE:	Exhibit 4-1_routetobesurveyed

I&I Reduction Program

**Exhibit A:
 Sub-Basin SC02 Flow
 Interceptor Capacity Analysis**





Standard Schedule of Charges

January 1, 2017

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$196.00
Principal	E-3	\$191.00
Senior Project Manager	E-2	\$185.00
Project Manager	E-1	\$168.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$155.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$145.00
Project Engineer/Planner/Surveyor	P-4	\$133.00
Senior Engineer/Planner/Surveyor	P-3	\$121.00
Engineer/Planner/Surveyor	P-2	\$111.00
Associate Engineer/Planner/Surveyor	P-1	\$100.00
Senior Project Technician II	T-6	\$145.00
Senior Project Technician I	T-5	\$133.00
Project Technician	T-4	\$121.00
Senior Technician	T-3	\$111.00
Technician	T-2	\$100.00
Associate Technician	T-1	\$ 87.00
Engineering/Land Surveying Intern	I-1	\$ 82.00
GIS Technician	G-1	\$ 67.00
Administrative Assistant	A-3	\$ 80.00

CREW RATES, VEHICLES AND REPROGRAPHICS

1 Man Field Crew with Standard Survey Equipment		\$158.00
2 Man Field Crew with Standard Survey Equipment		\$247.00
1 Man Field Crew with RTS or GPS *		\$196.00
2 Man Field Crew with RTS or GPS *		\$284.00
Vehicle for Construction Observation		\$15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Direct Costs & Services by Others	Cost + 10%	

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



March 10, 2017

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

Re: *WOR_West Flow Monitoring (Phase 1)*
City of St. Charles, Kane & DuPage Cos., IL

Dear Mr. Wilson:

In accordance with your request, enclosed for your review and consideration are two copies of our proposed agreement for the Subbasin WOR_West Flow Monitoring within the City's sanitary sewer network. Flow monitoring of the WOR_West subbasin is part of the City's overall Inflow and Infiltration Reduction Program. Inflow & Infiltration (I/I) investigations are meant to delineate problematic areas of the system that are prime candidates for further sewer system evaluation work and appropriate rehabilitation.

The attached agreement includes a detailed scope of services, estimate of level of effort and associated cost, and schedule for the project. We are proposing to provide our professional engineering services for a fixed fee amount of \$49,753. Our proposed schedule is to conduct flow monitoring from May-June. We will complete the data analysis by the first part of August and complete the report in the fall.

The flow monitoring for the WOR_West Subbasin was recommended for the City as part of the Capacity, Management, Operations, and Maintenance (CMOM) Plan written for the City in February, 2016. Additional sewer system evaluation work and actual rehabilitation of the WOR_West sewer system is scheduled for Fiscal Years 2019 and 2020, respectively. The scope and cost of the rest of the 15-year long, multiphase I/I reduction program can be found in Table No. 3-3 of the February, 2016 CMOM plan.

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

Mr. Tim Wilson
March 10, 2016
Page 2

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.



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

JWF/clv

Enclosures

pc: Peter Suhr – Director of Public Works (Via E-mail)
Chris Adesso – Assistant Director of Public Works, Operations (Via E-mail)
Mike Burnett – Wastewater Division Manager (Via E-mail)
PGW, TWT, STD, DMT, CLV – EEI (Via E-mail)

**AGREEMENT FOR CONSULTING ENGINEERING SERVICES FOR
SUBBASIN WOR_WEST FLOW MONITORING**

This Agreement, made this _____ day of _____, 2017 by and between the City of St. Charles, Kane and DuPage Counties, Illinois, a municipal corporation of the State of Illinois (hereinafter referred to as the "CITY") and Engineering Enterprises, Inc. of 52 Wheeler Road, Sugar Grove, Illinois, 60554 (hereinafter referred to as the "ENGINEER").

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

1. Services: ENGINEER agrees to perform for the CITY the Services defined within Attachment A.
2. Direction: The Public Works Manager - Environmental Services, or his written designee, shall act as the CITY'S representative with respect to the Services to be provided by the ENGINEER under this Agreement and shall transmit instructions and receive information with respect to the Consulting Engineering Services.
3. Compensation: The work items, estimated staff time, and projected fees for each work item are summarized within Attachment B. Based on this computation, the CITY agrees to pay the ENGINEER for providing the Services set forth herein a fixed fee amount of \$49,753.
4. Term: The term of this Agreement shall be active through December 31, 2017 unless otherwise extended through written confirmation by both parties. The work items and phases shall be completed in accordance with the schedule defined within Attachment C.
5. Payment: Engineer shall invoice the CITY on a monthly basis for Services performed and any costs and expenses incurred during the previous thirty (30) day period. The CITY shall pay the ENGINEER within thirty (30) days of receipt of said invoice.
6. Termination: This Agreement may be terminated upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation calculated as described in paragraph 3 for all costs incurred through the date of termination.
7. Documents: All related writings, notes, documents, information, files, etc., created, compiled, prepared and/or obtained by the ENGINEER on behalf of the CITY for the Services provided herein shall be used solely for the intended project.
8. Notices: All notices given pursuant to this Agreement shall be sent Certified Mail, postage prepaid, to the parties at the following addresses:

The CITY:

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

The ENGINEER:

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

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

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

CITY OF ST. CHARLES

ENGINEERING ENTERPRISES, INC.:

Mayor



Vice President

ATTEST:

ATTEST:

Title: _____



Administrative Assistant

ATTACHMENT A – SCOPE OF SERVICES
SUBBASIN WOR_WEST FLOW MONITORING (PHASE 1)
INFLOW AND INFILTRATION REDUCTION PROGRAM
City of St. Charles, Kane and DuPage Cos., IL

Introduction

The Subbasin WOR_West flow monitoring phase will help delineate inflow and infiltration severity throughout the subbasin. The I/I Investigation for Subbasin WOR_West is part of a 15-year, multiphase plan to complete flow monitoring, sewer system evaluation surveys, and rehabilitation as necessary for all mains within the St. Charles sanitary sewer basin. The scope and cost of the Subbasin WOR_West flow monitoring phase only covers the first portion of the flow monitoring study for WOR_West. The estimated scope and cost of the entire 15-year St. Charles Sanitary Basin Evaluation and Rehabilitation Plan can be found in Table No. 3-3 of the February, 2016 CMOM plan.

As part of the Subbasin WOR_West flow monitoring phase, the subbasin will be divided into four (4) sub-subbasins in order that the sanitary sewer flows and the correlating I/I can be further defined within the subbasin. The proposal includes flow monitoring at six (6) locations for eight (8) weeks. The attached Exhibit A shows the locations of six proposed flow monitoring locations and provides additional detail for all locations. All cost and schedule decisions were based off of EEI's best knowledge of the WOR_West Subbasin to-date. The proposed flow monitoring locations have been reviewed with City staff in order to ensure accessibility to all flow monitor monitors, as well as the appropriate placement of each flow monitor.

The base proposal also includes the installation of a recording rain gauge in a secure location to measure rainfall during the monitoring period. The quality of the flow monitoring results will be increased with an increased number of precipitation events. A minimum of two 1.0-inch or greater rain event over a 24-hour period is needed to make reasonable conclusions. The City will have the opportunity to increase the flow monitoring period at the end of the eight-week period should a sufficient rain event not occur or if they would wish to obtain additional data. Once sufficient flow monitoring data is obtained, the data will be provided to St. Charles for review.

The proposed work items for this project are as follows:

PROJECT FACILITATION & MEETINGS:

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

FLOW MONITORING:

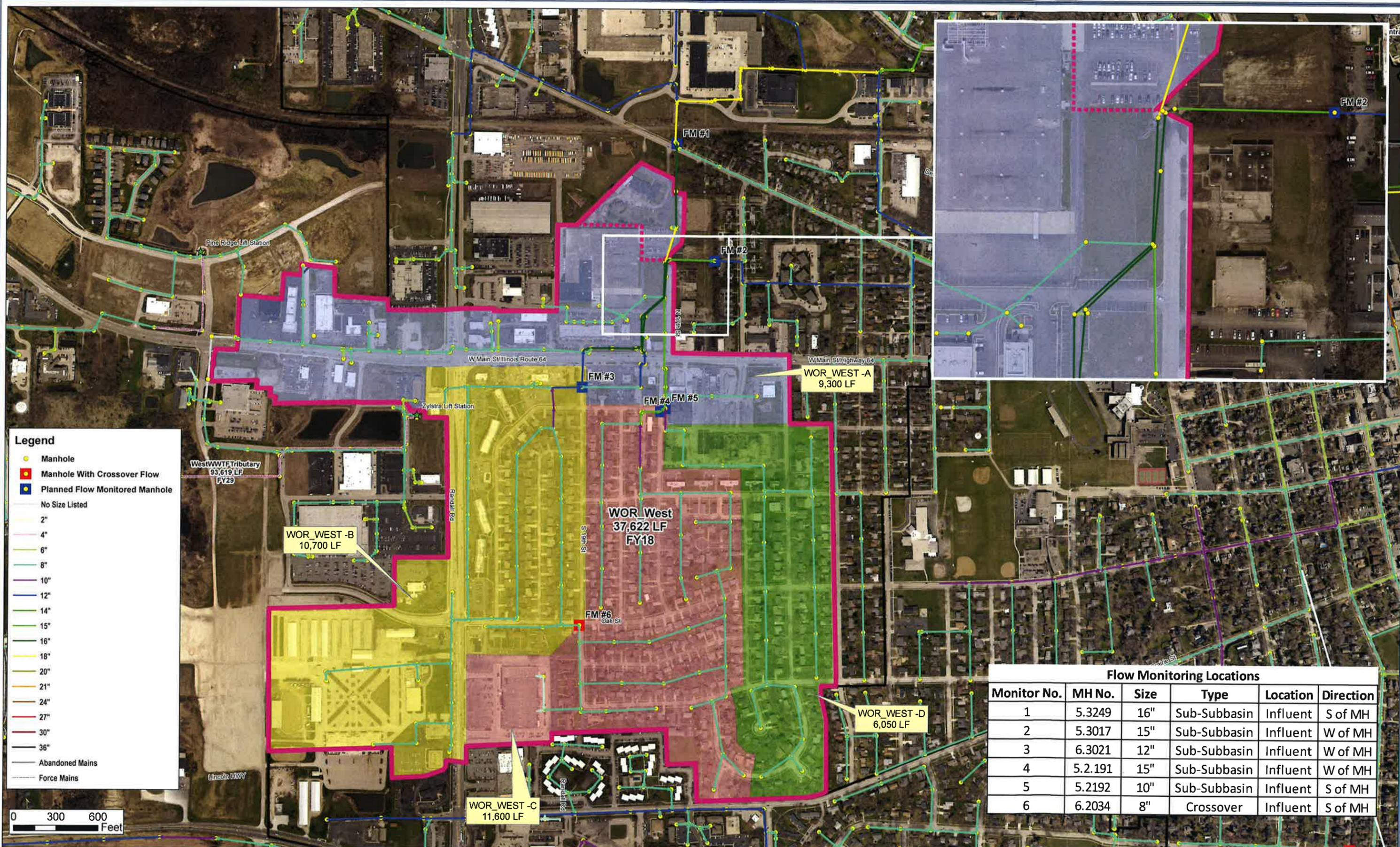
- 1.1 Divide Subbasin WOR_West Into Sub-Subbasins
- 1.2 Monitor Flows (Assumes 6 Locations) Within Subbasin For 8 Weeks
- 1.3 Monitor Rainfall (Assumes 1 Location) Within Subbasin For 8 Weeks
- 1.4 Analyze Flows & Determine I/I by Sub-Subbasin

REPORT:

- 2.1 Prepare Draft Flow Monitoring Report
- 2.2 City Draft Report Review
- 2.3 Finalize Report

Additional Services

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



Flow Monitoring Locations

Monitor No.	MH No.	Size	Type	Location	Direction
1	5.3249	16"	Sub-Subbasin	Influent	S of MH
2	5.3017	15"	Sub-Subbasin	Influent	W of MH
3	6.3021	12"	Sub-Subbasin	Influent	W of MH
4	5.2.191	15"	Sub-Subbasin	Influent	W of MH
5	5.2192	10"	Sub-Subbasin	Influent	S of MH
6	6.2034	8"	Crossover	Influent	S of MH

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

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

DATE:	3/3/2017
PROJECT NO.:	SR1605
BY:	CLV
PATH:	H:\GIS\Public\St. Charles\2016\SR1605\Exhibit 4-1.mxd
FILE:	Exhibit 4-1

I&I Reduction Program

Exhibit A:
Basin WOR_West Flow
Monitoring Plan





Standard Schedule of Charges

January 1, 2017

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$196.00
Principal	E-3	\$191.00
Senior Project Manager	E-2	\$185.00
Project Manager	E-1	\$168.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$155.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$145.00
Project Engineer/Planner/Surveyor	P-4	\$133.00
Senior Engineer/Planner/Surveyor	P-3	\$121.00
Engineer/Planner/Surveyor	P-2	\$111.00
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Technician	T-2	\$100.00
Associate Technician	T-1	\$ 87.00
Engineering/Land Surveying Intern	I-1	\$ 82.00
GIS Technician	G-1	\$ 67.00
Administrative Assistant	A-3	\$ 80.00

CREW RATES, VEHICLES AND REPROGRAPHICS

1 Man Field Crew with Standard Survey Equipment		\$158.00
2 Man Field Crew with Standard Survey Equipment		\$247.00
1 Man Field Crew with RTS or GPS *		\$196.00
2 Man Field Crew with RTS or GPS *		\$284.00
Vehicle for Construction Observation		\$15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)	
Reimbursable Direct Costs & Services by Others	Cost + 10%	

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



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5.n

Title:

Recommendation to Award Proposal for Materials Storage Structure

Presenter:

AJ Reineking

Meeting: Government Services Committee

Date: March 27, 2017

Proposed Cost: \$41,762.61

Budgeted Amount: \$40,000.00

Not Budgeted:

Executive Summary (if not budgeted please explain):

The Public Works Department utilizes an annex facility located at 1425 South Avenue (the former IDOT facility) for staging and cold storage. Stockpiles of black dirt, as well as various sizes of stone and gravel are stored at this facility before use, and spoils from digs are staged here before being tested and hauled away.

The bins used to separate these materials were originally constructed by IDOT prior to the City taking over the property. In their current state, the cast concrete bins are deteriorating and are on the verge of catastrophic failure. Staff is proposing to reform the walls using concrete block and erect a steel trussed fabric tension structure over the bins to cover the stored materials. Covering the materials greatly reduces the time it takes to break out frozen stone or spoil material in the winter, and it eliminates the need to provide Stormwater containment from runoff. A similar structure is currently present on the site to cover the City's black dirt stockpile.

Proposal specifications were prepared for a pre-engineered structure that can fit within the spatial parameters of the site; specifically the structure depth cannot exceed 30' and the width must be between 40' and 80'.

The City received two qualified, responsive proposals and one proposal that was improperly submitted and disqualified prior to the due date. The two proposals considered are as follows:

Greenfield Contractors, LLC	1,500 sq. ft. (50' x 30')	\$41,762.61
Chicagoland Construction, Inc.	1,200 sq. ft (40' x 30')	\$41,000.00

Staff feels that the additional \$762.61 that Greenfield has proposed is worth the additional 300 square feet of covered storage space that the City will gain by utilizing their structure.

Attachments (please list):

* Proposal Tabulation * Proposal Specifications * Price Proposal Sheets

Recommendation/Suggested Action (briefly explain):

Recommendation to award a proposal for Material Storage Structure to Greenfield Contractors, LLC in the proposed rate, not to exceed \$41,762.61.

Steel Tension Material Storage Structure

Price Proposal Breakdown

GSC: March 27, 2017

PROPOSER	PROPOSED SIZE	PRICE/SQ. FT.	BID PRICE	
Greenfield Contractors, LLC <i>Bradford, IL</i>	1,500 sq. ft. (50' x 30')	\$ 27.84	\$ 41,762.61	<i>Recommended</i>
	(ALT Bid) 1,860 sq. ft. (62' x 30')	\$ 26.63	\$ 49,532.91	
Chicagoland Construction, Inc. <i>Addison, IL</i>	1,200 sq. ft. (40' x 30')	\$ 34.17	\$ 41,000.00	
*A+B Construction, LTD <i>Harper, IA</i>	1,344 sq. ft. (42' x 32')	\$ 18.93	\$ 25,441.00	
	(ALT Bid) 2,688 sq. ft. (84' x 32')	\$ 14.94	\$ 40,168.00	

*Proposal was disqualified by Purchasing Manager prior to due date for failing to follow submittal instructions.

Request for Proposal
Steel Trussed Fabric Tension Structure

The City of St. Charles is requesting proposals for the purchase and installation of a Steel Trussed Fabric Tension Structure. The structure shall be placed at the City's Public Works Annex Facility located at 1425 South Avenue; St. Charles, IL 60174.

Proposals will be accepted until 11:00 AM on Thursday, February 16, 2017.

Questions regarding this project may be sent in writing to Public Services Division Manager, Tony Bellafiore at tbellafiore@stcharlesil.gov.

2-01. RECTANGULAR FABRIC TENSION MEMBRANE COVER AND STEEL TRUSS

References: Except where more stringent requirements are specified, comply with the applicable requirements of the following organizations and standards, for products, materials, and construction methods:

1. Illinois State Building Codes.
2. IBC 2012 Building Code.
3. American Institute of Steel Construction (AISC).
4. American Iron and Steel Institute (AISI).
5. American Society of Civil Engineers (ASCE 7-10 Minimum Design Loads for Buildings and Other Structures).
6. American Welding Society (AWS)
7. Welders must be qualified and tested and certified

2-02. DESCRIPTION

Provide design and construction for a permanent rectangular shape tension membrane covered truss type building. The structure shall meet or exceed the performance criteria of this specification. Site location is 1425 South Avenue, St. Charles, IL 60174.

2-03. PROJECT REQUIREMENTS

The City is requesting proposals for a structure that will store between two and four separate aggregate materials in individual bins under one covered structure.

The building shall occupy a minimum area of 40 feet wide by 30 feet deep and a maximum area of 80 feet wide by 30 feet deep with a complete fabric enclosed back and sides with an open front. The structure shall be placed on a concrete block foundation or concrete piers or wing walls. The City will place the concrete block foundation to the successful bidder's specifications. If the structure requires concrete piers or wing walls, such a foundation must be installed by the awarded contractor. The building roof, wing walls, and end wall shall be shaped in such a way as to maximize both side and overhead clearance for off-loading material and loader operation within the structure.

Optional Additional Work – As an optional addition to this project, the City is requesting a price proposal to relocate the existing 40 X 40 Clearspan hoop structure from its current position on the upper pad to the lower pad adjacent to the new structure. The contractor shall provide all labor, equipment, materials, and permitting requirements necessary to complete this work while on site. This option will be exercised at the sole discretion of the City.

2-04. INTERIOR SPACE

The storage floor area shall be entirely free of columns and roof supports of any type allowing unimpeded unloading of tractor trailer dump trucks and loading of truck spreader vehicles with front-end loading equipment.

Minimum Interior Clearance: 25 feet minimum vertical clearance at the peak of the building not including the above grade concrete walls which will add up to an additional 6 or 8 feet. Sidewall clearance must be as close to vertical as possible from the interior face to the top of the prefabricated concrete block or poured in place foundation wing wall base. Building trusses shall provide ample interior clearance to support loading and unloading material safely.

2-05. VENTILATION

Suitable openings located at the back of the structure near the highest portion of the roof or walls providing adequate ventilation for the square footage of the proposed structure. Each ventilation opening shall be weatherproof.

2-06. BUILDING PRODUCT REQUIREMENTS

Prospective contractors must provide the brand of the building being proposed at the time the proposal is submitted. The proposed structure must be stamped by an architect licensed in the State of Illinois or certified by the manufacturer to meet all applicable building requirements. No substitutions will be allowed after the project is awarded.

1. Membrane used in the building design shall be designed to withstand the corrosive UV light according to the manufacturer warranty.
2. All trusses including the webbing between the trusses must be Hot Dip Galvanized "POST" fabrication. The Hot Dipped Galvanizing must be fully attained inside and outside of the truss and web tubing. Failure to provide this would cause the bid to not be accepted.
3. All bearing plates and other structural members must be hot dipped galvanized "POST" fabrication, no welding shall take place after the galvanized coating is applied. All anchor bolts, bolts and washers etc., shall be stainless steel or Hot Dip Galvanized.

2-07. STRUCTURAL REQUIREMENTS

1. Structure must be designed and stamped by an architect licensed in the State of Illinois or certified by the manufacturer to meet all applicable building codes.
2. Structure shall be engineered so it is capable of withstanding the loads specified in ASCE 7-10, and the IBC 2012 code without failure or damage. Design must incorporate both balanced and unbalanced loads. Additional rain on snow surcharge loading must also be added to gable shaped (non arch) buildings per ASCE 7-10. Bidder must list the manufacturers name at the time of the bid opening. Upon award of contract, quoted manufacturer must be utilized without substitution.
3. The building system is to be designed to meet a minimum ground snow load of 25 lb/sf. Exposure Category = C.
4. Structure must be capable of maintaining structural integrity in the event of a tear propagating in the fabric, without endangering occupants.

5. Design calculations shall include verification that the web/chord connection design conforms to the requirements of Chapter K of the AISC Steel Design Manual (13th Edition) to address “chord plasticization failure mode”.
6. Truss Framework tubing shall be Hot Dip Galvanized as per Building Product requirements stated above. The Hot Dip Galvanizing must meet ASTM 123 as per the building code. Acceptable products:
 - a) Hot Dip Galvanized Product, galvanizing inside and out after fabrication is completed
7. Unless otherwise approved by a licensed architect in the State of Illinois, all purlins used in the building must be a minimum of 2.375 inches and be attached to the truss using a double bolted configuration directly
8. Building must utilize cross cables in each end bay to prevent racking. Main and wind bracing cable assemblies shall be manufactured to the required length and press swaged with metal sleeves. Cable clamps will be allowed on one end. Cables must be a minimum of 3/8”galvanized that is 7 by 19 commercial grade and must be secured to structural welded truss member using a solid bolted or clevis connection and they must be adjustable for proper tensioning with a stainless steel or galvanized, lockable turnbuckle. Cable assemblies attached with open hooks or loops will not be allowed.
9. All tie-down pipe that is used to fasten the cover to the building must be secured by a 12,000 pound lashing winch at every truss. Ratchet strap attachment to the tie down pipe will not be accepted as a main cover tensioning system.
10. Unless approved by a licensed architect in the state of Illinois, each individual truss shall weigh a minimum of 560 pounds.

2-08. FABRIC COVER ATTACHMENT

HDPE Fabric roof material must consist of a single cover unless the length required exceeds 100 feet long. The cover must be securely attached at ends and sides. Field fabric welding for this purpose is acceptable.

2-09. QUALITY ASSURANCE

Manufacturer's Qualification: The fabricator of the building or building components shall be regularly engaged in the fabrication of this type of building. They must meet the requirements of this Section and shall show evidence of having an adequate manufacturing facility, equipment, and a quality control system. The fabricator must provide evidence that they have produced a minimum of 50 such structures in the previous 12 months before acceptance of this contract. A reference list of 5 salt/anti-skid storage buildings shall be provided with the bid at the time of opening.

Erector's Qualification: The building erector shall be regularly engaged in the erection of fabric covered buildings, meeting the requirements of this Section. The erectors must provide evidence that they have constructed a minimum of 5 such structures with the bid at the time of opening or the bid will not be accepted. The erectors shall be subject to the approval of the Director.

2-10. WARRANTY

- a. Steel Truss Warranty: Truss Framework tubing must be Hot dip Galvanized inside and out of tubing - completely after fabrication. The manufacturer is to provide a minimum 10+10 year warranty (10 year free of cost + 10 year pro-rata) on the trusses according to the standard manufacturer's warranty.
- b. Fabric Warranty: All membranes used are to be North American made, water and mildew resistant, insect proof, and UV stabilized. They are to withstand extreme climatic variations and contain ultra-violet inhibitors to reduce degradation by the sun's rays. Manufacturer is to provide a minimum 20-year pro-rata warranty on non-fire rated fabric and a 10- year pro-rata warranty on fire rated fabric according to the standard manufacturer's warranty.

The manufacturer shall be given the opportunity to inspect the assembly of the structure prior to substantial completion. It shall be the manufacturer's responsibility to callout any deficiencies that may affect the warranty responsibilities at that time. The City shall in no way be responsible for conducting inspections as they may relate to future warranty claims.

2-11. MATERIALS FABRIC SPECIFICATIONS:

The HDPE fabric must be produced in North America with minimum fabric specification as follows:

(NON-Fire Rated)

Coated Weight		13.0 oz/yd2	ASTM D3776
Nominal Thickness		24.1	ASTM D5199
Grab Strength		430 lbf	ASTM D751
Tensile Strength		105 lbf/in	ASTM D882
Tongue Tear		110 lbf	ASTM D2261
Mullen Burst		590 psi	ASTM D751
Pinhole Resistance		130 lbf	FAB NR-F-5
Life Cycle Factor	5000 hrs	0.082	ASMT G154
Hydrostatic Resistance		475 psi	ASTM D751MAP1
Flame Spread	Class A		ASTM E84

(Fire Rated)

Coated Weight		oz/yd2	12.6	ASTM D3776
Warp Construction	tapes/in	Warp	16	ASTM D3775
		Weft	16	
Tensile Grab	lbf	Warp	405	ASTM D751

	Weft	450	
Tear Strength (tongue) lbf	Warp	79	ASTM D2261
	Weft	106	
Tear Strength (trapezoid) lbf	Warp	83	
Low Temperature Bend		131 deg F	ASTM D2136
Thickness	mil	24	caliper
Flammability	PASS		UBC Standard 31-1
Flammability	PASS		NFPA 701 L
Flammability	PASS		CAN/ULC-S109-M87 L
Flammability California Fire Marshall	PASS		CACTitle 19 par.1237.1

The stressed membrane structure must be designed to shed snow before the design load is exceeded, or alternatively provide structural capacity to meet or exceed required roof snow load requirements of specified site. The architectural membrane shall be continuous from the base of the structure to the peak and manufactured in such a way that no eave will exist.

2-12. METAL SPECIFICATIONS

The main structure shall consist of a welded truss arches with parallel tubes separated apart by tube webs.

2.375 inch Tube, minimum 14 Gauge tube, minimum truss depth of 18 inches out to out, with minimum 1.125 inch 14 Gauge webbing, all Hot dip Galvanized Post fabrication.

All steel tubing used in the structure must have the following minimum structural and mechanical properties (ASTM A-500): Tension Ultimate: 55 KSI and Yield: 50 KSI
All steel flat bar, cross rods and other steel components shall be fabricated from hot dipped galvanized material to ASTM A123 and must have the following minimum structural and mechanical properties (ASTM A-36): Yield: 36 KSI

2-13. CORROSION PROTECTION

All steel truss tube components, shall be Hot Dip Galvanized after complete fabrication. No welding is permitted after the galvanizing process. "Triple coat" or other "in-line" galvanizing will NOT be accepted on welded members as it does not provide galvanizing on the inside of the tubes and is applied pre fabrication leaving the pipe unprotected from corrosion after fabrication.

2-14 PAINTING

Painting of steel components shall only be utilized if necessary for field repairs and shall not be employed as a factory finish. Should field repair be necessary, a zinc rich field coat shall be used.

2-15. FIELD WELDING

In-Field fabric welding is accepted as a standard method of joining panels, rounding corners, repairing minor cuts or abrasions.

2-16. PERMITS

The successful contractor shall obtain all required permits, and shall furnish shop drawings needed to obtain required permits. The City will waive any fees associated with local permits.

2-17. PRODUCT MANUFACTURERS

The following manufacturer is preapproved and meets or exceeds this Specification.
Accu-Steel, Inc.
P.O. Box 201
Templeton, IA 51463
Phone-1-877-338-6936

2-18. REFERENCES AND STANDARDS

The following publications are for the standards listed below but referred to thereafter by basic letter designation only. They form a part of this specification to the extent referenced thereto: American Institute of Steel Construction (AISC):

A. ASCE 7 - Minimum Design Loads for Buildings and Other Structures; American Society of Civil Engineers; 2011.

B. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2008.

C. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2012.

D. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength; 2012.

E. ASTM A325 - Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength; 2010.

F. ASTM A325M - Standard Specification for Structural Bolts, Steel, Heat Treated 830 MPa Tensile Strength (Metric); 2013.

G. ASTM A500/A500M - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes; 2010a.

H. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building

Materials; 2013a.

I. AWS D1.1/D1.1M - Structural Welding Code - Steel; American Welding Society; 2010.

J. NFPA 701 - Standard Methods of Fire Tests for Flame Propagation of Textiles and Films; National Fire Protection Association; 2010.

K. SSPC-SP 6 - Commercial Blast Cleaning; Society for Protective Coatings; 2007.

L. SSPC-Paint 20 - Zinc-Rich Primers (Type I, "Inorganic," and Type II, "Organic"); Society for Protective Coatings; 2002 (Ed. 2004).

M. SSPC-Paint 22 - Epoxy-Polyamide Paints (Primer, Intermediate, and Topcoat); Society for Protective Coatings; 1982 (Ed.2004).

2-19. COLORS

As selected by the City's Representative from standard Manufacturer's Color charts.

2-20. ADJUSTING

Repair cut, welded, and/or abraded galvanized surfaces with a minimum 2 mil thick coating of cold galvanizing compound (containing 93 percent zinc) applied in accordance with manufacturer's instructions.

CITY OF ST. CHARLES
2 E. MAIN STREET
ST. CHARLES, ILLINOIS 60014

Proposals Due: Thursday, February 16, 2017 at 11:00 a.m.

Responder Information

Company Name: _____ Telephone: _____
Address: _____ Fax: _____
City, State, Zip: _____ Email: _____
Contact Person: _____

Proposal Price: MATERIAL STORAGE STRUCTURE (Purchase & Installation)

**The pricing submitted for the below shall include all permitting, preparation, labor, materials, equipment and supplies, as well as any items listed, or not listed, in the above scope of work necessary to successfully complete the project as described in the scope of services.*

Price of Structure – Concrete Block Foundation: \$ _____

Price for Structure – Pier or Weir Wall Foundation: \$ _____
(Foundation type to be determined at the City's sole discretion)

Size of Proposed Structure: _____ ft. wide by
_____ ft deep by
_____ ft tall (not including wall)

****Proposers must attach details and cut sheets on the proposed structure and manufacturer with this price proposal.***

Price for Option to Relocate Existing Structure to Lower Pad: \$ _____

Anticipated number of days to complete all work form notice to proceed: _____ Days

List any and all deviations from minimum specifications:

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

Signature of Authorized Representative

PLEASE TYPE OR NEATLY PRINT THE FOLLOWING INFORMATION

Name of Authorized Representative

Title

Company Name

Street Address

City

State

Zip Code

(Area Code) Phone Number

CITY OF ST. CHARLES

REQUEST FOR PROPOSALS:

Steel Trussed Fabric Tension Structure

Proposals Due: Friday February 17, 2017 at 11:00 a.m.

ADDENDUM #1 – Thursday February 9, 2017

Please Note:

1. Please note that in section 2-09 /Quality Assurance, has been amended as follows:

“The manufacturer/fabricator must provide evidence that they have produced a minimum of ~~50~~ five (5) such structures in the previous 12 months before acceptance of this contract.”

THIS ADDENDUM MUST BE INCLUDED WITH THE SUBMITTED PROPOSAL

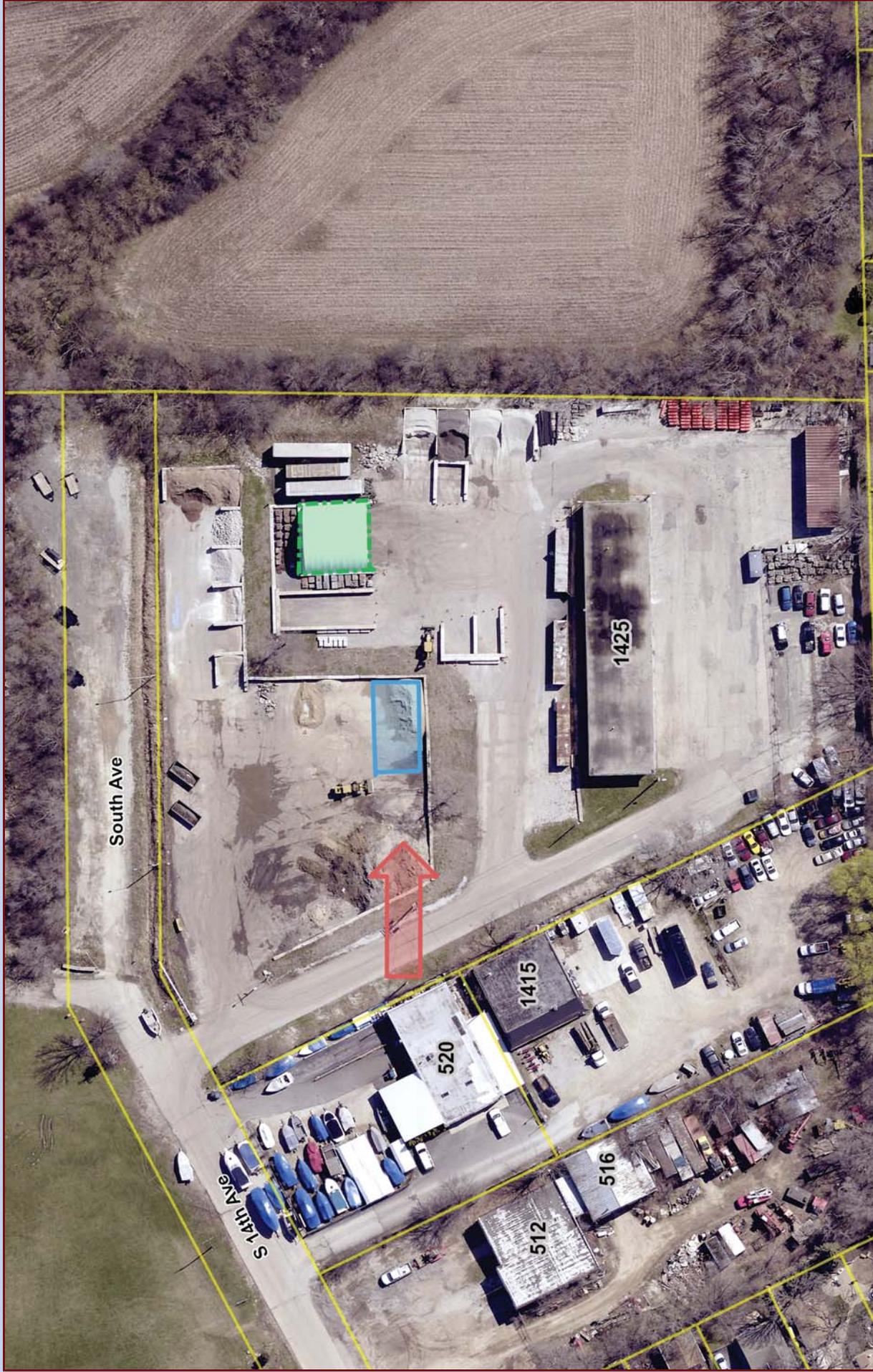


City of St. Charles, Illinois

Two East Main Street St. Charles, IL 60174-1984
Phone: 630-377-4400 Fax: 630-377-4440 - www.stcharles.gov

Precision GIS

RAYMOND ROGINA Mayor
MARK KOENEN City Administrator



Data Source:
City of St. Charles, Illinois
DaDege County, Illinois
Projection: Transverse Mercator
Datum: North American Datum 1983
Spheroid: Spheroid
Datum: North American Datum 1983
Printed on: January 27, 2017, 01:35:04 PM



0 42 83 Feet

The Blue box represents the new structure and the Green box represents the existing structure we would like to have moved.

This work was created for planning purposes only and is provided as is, without warranty of any kind. It does not contain proprietary or confidential information of the City of St. Charles, Illinois. It is the property of the City of St. Charles, Illinois. No part of this document may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the City of St. Charles, IL 60174.

CITY OF ST. CHARLES
2 E. MAIN STREET
ST. CHARLES, ILLINOIS 60014

Proposals Due: Friday, February 17, 2017, at 11:00 a.m.

Responder Information

Company Name: Chicagoland Construction **Telephone:** 331-225-2142
Address: 1050 Republic Drive **Fax:** N/A
City, State, Zip: Addison, IL 60101 **Email:** Chicagoland1@amertech.net
Contact Person: Ronald Wederer

Proposal Price: MATERIAL STORAGE STRUCTURE (Purchase & Installation)

**The pricing submitted for the below shall include all permitting, preparation, labor, materials, equipment and supplies, as well as any items listed, or not listed, in the above scope of work necessary to successfully complete the project as described in the scope of services.*

Price of Structure – Concrete Block Foundation: \$ 41,000.00

Price for Structure – Pier or Weir Wall Foundation: \$ N/A
(Foundation type to be determined at the City's sole discretion)

Size of Proposed Structure: 40 ft. wide by
30 ft deep by
25 ft tall (not including wall)

**Proposers must attach details and cut sheets on the proposed structure and manufacturer with this price proposal.*

Price for Option to Relocate Existing Structure to Lower Pad: \$ 19,500.00

Anticipated number of days to complete all work form notice to proceed: 5 Days

List any and all deviations from minimum specifications:

None

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


Signature of Authorized Representative

PLEASE TYPE OR NEATLY PRINT THE FOLLOWING INFORMATION

Ronald Niederer President
Name of Authorized Representative Title

ChicagoLand Construction, Inc.
Company Name

1050 Republic Drive
Street Address

Addison IL 60101
City State Zip Code

(331) 225-2142
(Area Code) Phone Number

CITY OF ST. CHARLES
2 E. MAIN STREET
ST. CHARLES, ILLINOIS 60014

Proposals Due: Friday, February 17, 2017, at 11:00 a.m.

Responder Information

Company Name: Greenfield Contractors LLC Telephone: 309-378-8587
Address: 13500 Township Rd 1050 N Fax: _____
City, State, Zip: Bradford, IL 61421 Email: Lyang@greenfield-contractors.com
Contact Person: Lucas Yeung

Proposal Price: MATERIAL STORAGE STRUCTURE (Purchase & Installation)

**The pricing submitted for the below shall include all permitting, preparation, labor, materials, equipment and supplies, as well as any items listed, or not listed, in the above scope of work necessary to successfully complete the project as described in the scope of services.*

Price of Structure – Concrete Block Foundation: 50x30 \$41,762.61
62x30 \$49,532.91

Price for Structure – Pier or Weir Wall Foundation: \$ N/A
(Foundation type to be determined at the City's sole discretion)

Size of Proposed Structure: 50 ft. wide by 62
30 ft deep by 30
25 ft tall (not including wall) 25

**Proposers must attach details and cut sheets on the proposed structure and manufacturer with this price proposal.*

Price for Option to Relocate Existing Structure to Lower Pad: \$ 44,000

Anticipated number of days to complete all work from notice to proceed: 75 Days

List any and all deviations from minimum specifications:

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

Bethany Young
Signature of Authorized Representative

PLEASE TYPE OR NEATLY PRINT THE FOLLOWING INFORMATION

Bethany Young Office Manager
Name of Authorized Representative Title

Greenfield Contractors LLC
Company Name

13500 Township Rd 1050 N.
Street Address

Bradford, IL
City State

61421
Zip Code

309-370-8587
(Area Code) Phone Number

CITY OF ST. CHARLES
2 E. MAIN STREET
ST. CHARLES, ILLINOIS 60014

Proposals Due: Friday, February 17, 2017, at 11:00 a.m.

Responder Information

Company Name: ARB Construction LTD Telephone: 314 330 0566
Address: 30810 207th St Fax: 641 636 2465
City, State, Zip: Harper IA 52331 Email: Striegel b1@yahoo.com
Contact Person: Ben Striegel

Proposal Price: MATERIAL STORAGE STRUCTURE (Purchase & Installation)

**The pricing submitted for the below shall include all permitting, preparation, labor, materials, equipment and supplies, as well as any items listed, or not listed, in the above scope of work necessary to successfully complete the project as described in the scope of services.*

	<u>84 ft long</u>	<u>42 ft long</u>
Price of Structure – Concrete Block Foundation:	\$ <u>40,168.00</u>	\$ <u>25,441.00</u>
Price for Structure – Pier or Weir Wall Foundation:	\$ <u>40,168.00</u>	\$ <u>25,441.00</u>

(Foundation type to be determined at the City's sole discretion)

Size of Proposed Structure: 32 ft. wide by
84 or 42 ft deep by
25 ft tall (not including wall)

****Proposers must attach details and cut sheets on the proposed structure and manufacturer with this price proposal.***

Price for Option to Relocate Existing Structure to Lower Pad: \$ 7510.00

Anticipated number of days to complete all work from notice to proceed: 60 Days

List any and all deviations from minimum specifications:

None

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

Ben Striegel

Signature of Authorized Representative

PLEASE TYPE OR NEATLY PRINT THE FOLLOWING INFORMATION

<i>Ben Striegel</i>		<i>VP</i>
Name of Authorized Representative		Title
<i>A+B Construction LTD</i>		
Company Name		
<i>30810 2005 St</i>		
Street Address		
<i>Harper</i>	<i>IA</i>	<i>52231</i>
City	State	Zip Code
<i>319 330 0566</i>		
(Area Code) Phone Number		



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5.o

Title:

Recommendation to Award the Bid for Street Light Maintenance Services

Presenter:

AJ Reineking

Meeting: Government Services Committee

Date: March 27, 2017

Proposed Cost: \$99,867.00

Budgeted Amount: \$137,520.00

Not Budgeted:

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

The Public Works Department maintains 3,241 street lights throughout the community. These lights require periodic maintenance or repair as a result of bulb, ballast, photocell, fixture, or power source failure.

Street lights are funded from the City's general fund; however they have historically been maintained by the City's Electric utility, which back charges for services rendered at the end of the year. Public Works has decided to partner with a contractor to provide maintenance services to gain efficiencies in service and allow staff to focus on mission critical duties.

A maintenance bid was prepared to address most of the typical failures experienced, which are noted above. The City received two bids for this work with Meade, Inc. being the lowest responsive, responsible bidder. Meade performs similar work for Kane and DuPage Counties as well as numerous other area municipalities, and they have also been the City traffic signal contractor for the last few years and we have had a positive experience.

Attachments *(please list):*

* Bid Tabulation * Bid Specifications * Bid Price Sheets

Recommendation/Suggested Action *(briefly explain):*

Recommendation to award the bid for Street Light Maintenance Services to Meade, Inc. in the submitted bid rate, with an anticipated annual cost of \$99,867.00.

Street Light Maintenance Services Bid Award
GSC March 27, 2017

Item	Est. Quantity	Meade, Inc.		Lyons Electric Company, Inc.	
		Unit Price	Extended Price	Unit Price	Extended Price
Inspection to ID Issue	600	\$ 43.00	\$ 25,800.00	\$ 125.00	\$ 75,000.00
Bulb Replacement	570	\$ 32.00	\$ 18,240.00	\$ 125.00	\$ 71,250.00
Ballast Replacement	10	\$ 159.00	\$ 1,590.00	\$ 170.00	\$ 1,700.00
Photo Cell Replacement	400	\$ 27.00	\$ 10,800.00	\$ 125.00	\$ 50,000.00
Fixture Replacement	25	\$ 123.00	\$ 3,075.00	\$ 255.00	\$ 6,375.00
Hand Dig Pit	4	\$ 300.00	\$ 1,200.00	\$ 1,500.00	\$ 6,000.00
Hand Dig Pit w/ Restoration	4	\$ 500.00	\$ 2,000.00	\$ 3,000.00	\$ 12,000.00
Machine Dig Pit	8	\$ 350.00	\$ 2,800.00	\$ 900.00	\$ 7,200.00
Machine Dig Pit w/ Restoration	8	\$ 500.00	\$ 4,000.00	\$ 2,500.00	\$ 20,000.00
Bore 1-1/4" HDPE Pipe (per ft)	1700	\$ 14.50	\$ 24,650.00	\$ 25.00	\$ 42,500.00
Install 1-1/4" 90/45 Degree Elbow (ea.)	12	\$ 125.00	\$ 1,500.00	\$ 300.00	\$ 3,600.00
Unsuitable Backfill Disposal (cu. yd.)	12	\$ 101.00	\$ 1,212.00	\$ 350.00	\$ 4,200.00
Concrete Footer Repair (ea.)	3	\$ 1,000.00	\$ 3,000.00	\$ 2,800.00	\$ 8,400.00

ANTICIPATED FIRST YEAR TOTAL	\$ 99,867.00	\$ 308,225.00
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Materials Markup Percent (%)	10%	15%
Optional Year 2 Increase	2.75%	5%
Optional Year 3 Increase	2.75%	5%

CITY OF ST. CHARLES
2 E. MAIN STREET
ST. CHARLES, ILLINOIS 60174

Bids Due: Thursday, March 9, 2017, at 1:30 p.m.

Responder Information

Company Name: Meade Inc. **Telephone:** 708-588-2500
Address: 9550 W 55th Street, Suite A **Fax:** 708-588-2501
City, State, Zip: McCook, Ill 60525 **Email:** twt@meade100.com
Contact Person: Tom Talbot

Proposal Price: STREET LIGHT INSPECTION & MAINTENANCE

**The pricing submitted for the below shall include all preparation, labor, materials, equipment and supplies, as well as any items listed, or not listed, in the above scope of work necessary to successfully complete the project as described in the scope of services.*

	Unit Price	Estimated Annual Quantity	Extended Price
Inspection to Determine Problem	\$ 43.00	600	\$ 25,800.00
Bulb Replacement City Supplied Materials	\$ 32.00	570	\$ 18,240.00
Ballast Replacement City Supplied Materials	\$ 159.00	10	\$ 1,590.00
Photo Cell Replacement	\$ 27.00	400	\$ 10,800.00
Fixture replacement with City Supplied Materials	\$ 123.00	25	\$ 3,075.00
Hand Dig Pit (each)	\$ 300.00	4	\$ 1,200.00
Hand Dig Pit with Landscape Restoration (each)	500.00	4	2,000.00
Machine Dig Pit (each)	350.00	8	2,800.00
Machine Dig Pit with Landscape Restoration (each)	500.00	8	4,000.00

Bore 1-1/4" HDPE pipe, pull and terminate wire (per foot)	14.50	1700	\$24,650.00
Installation of 1-1/4" 90 degree or 45 degree elbow (each)	125.00	12	1,500.00
Unsuitable backfill spoil removal (cu.yd)	101.00	12	1,212.00
Concrete Footer Repair (each)	1,000.00	3	3,000.00
TOTAL			\$ 99,867.00

Increase for Year 2 Optional Extension (May 1, 2018 – April 30, 2019): 2.75 %

Increase for Year 3 Optional Extension (May 1, 2019 – April 30, 2020): 2.75 %

Attach a list of Hourly Rates for Labor and Equipment

Materials Markup Percent: 10 %

Directional Boring Unit Pricing Details:

Hand dig pit for installation of elbows or connections of pipe at the streetlight location. This price shall include rough backfill of pit. Rough backfill of pit must occur within three business days after elbow installation.

Machine dig pit for installation of elbows into equipment and for directional bore setup – this shall include some hand dig work for actual undermining of the equipment for the elbow installation. This price shall include rough backfill of pit. Rough backfill of pit must occur within three business days after elbow installation.

Directional bore a 1-1/4" polypipe and install City provided wire. City will provide streetlight wire, typically either #6 or #10. This price shall include the material cost of the pipe, the cost of pulling string, and the cost to connect the wire at both ends using City material for the connections.

Install 1-1/4" 90° degree or 45 degree PVC, galvanized, or fiberglass elbow. Elbow should be coupled to the polypipe. This price shall include the labor cost of installation of the elbow and coupling the elbow to the polypipe. The elbow shall be provided by St. Charles. The coupling is to be provided by contractor and the material cost of the coupling included within the unit price below.

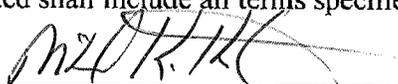
Remove and dispose of unsuitable backfill, such as rocks, tree stumps, etc., when directed by St. Charles Electric Utility personnel. Price shall include all labor, taxes and handling. Use of this unit requires prior approval by St. Charles Electric Utility personnel. If Contractor does not have prior approval, expense shall be on the contractor.

Concrete footer repair shall include jackhammering out the top 12" of a footer, replacing J bolts to meet the required bolt pattern, reframing, and repouring concrete. This unit cost shall include the J bolts by the Contractor. Contractor shall assume this work is to be done on a State or County ROW and build proper traffic protection and control into the unit cost. Contractor and City can agree to use T&M rates such is in the City's best interest.

Labor Rates for streetlight repair crew should be provided for straight time, normal work. In the area below, or in an attached document, provide the details for overtime rates:

List any and all deviations from minimum specifications:

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



Signature of Authorized Representative

PLEASE TYPE OR NEATLY PRINT THE FOLLOWING INFORMATION

Michael K Knutson	Vice President	
Name of Authorized Representative	Title	
Meade Inc.		
Company Name		
9550 W 55th Street, Suite A		
Street Address		
McCook	Illinois	60525
City	State	Zip Code
708-588-2500		
(Area Code) Phone Number		

CITY OF ST. CHARLES
2 E. MAIN STREET
ST. CHARLES, ILLINOIS 60174

Bids Due: Thursday, March 9, 2017, at 1:30 p.m.

Responder Information

Company Name: Lyons Electric Company, Inc. **Telephone:** 708-588-6800
Address: 650 E. Elm Avenue **Fax:** 708-588-6805
City, State, Zip: La Grange, IL 60525 **Email:** questions@lyonspinner.com
Contact Person: William R. Darnstadt

Proposal Price: STREET LIGHT INSPECTION & MAINTENANCE

**The pricing submitted for the below shall include all preparation, labor, materials, equipment and supplies, as well as any items listed, or not listed, in the above scope of work necessary to successfully complete the project as described in the scope of services.*

	Unit Price	Estimated Annual Quantity	Extended Price
Inspection to Determine Problem	\$ 125.00	600	\$ 75,000.00
Bulb Replacement City Supplied Materials	\$ 125.00	570	\$ 71,250.00
Ballast Replacement City Supplied Materials	\$ 170.00	10	\$ 1,700.00
Photo Cell Replacement	\$ 125.00	400	\$ 50,000.00
Fixture replacement with City Supplied Materials	\$ 255.00	25	\$ 6,375.00
Hand Dig Pit (each)	\$ 1,500.00	4	\$ 6,000.00
Hand Dig Pit with Landscape Restoration (each)	3,000.00	4	12,000.00
Machine Dig Pit (each)	900.00	8	7,200.00
Machine Dig Pit with Landscape Restoration (each)	2,500.00	8	20,000.00

Bore 1-1/4" HDPE pipe, pull and terminate wire (per foot)	25.00	1700	42,500.00
Installation of 1-1/4" 90 degree or 45 degree elbow (each)	300.00	12	3,600.00
Unsuitable backfill spoil removal (cu.yd)	350.00	12	4,200.00
Concrete Footer Repair (each)	2,800.00	3	8,400.00
TOTAL			\$ 308,225.00

Increase for Year 2 Optional Extension (May 1, 2018 – April 30, 2019): 5 %

Increase for Year 3 Optional Extension (May 1, 2019 – April 30, 2020): 5 %

Attach a list of Hourly Rates for Labor and Equipment

Materials Markup Percent: 15 %

Directional Boring Unit Pricing Details:

Hand dig pit for installation of elbows or connections of pipe at the streetlight location. This price shall include rough backfill of pit. Rough backfill of pit must occur within three business days after elbow installation.

Machine dig pit for installation of elbows into equipment and for directional bore setup – this shall include some hand dig work for actual undermining of the equipment for the elbow installation. This price shall include rough backfill of pit. Rough backfill of pit must occur within three business days after elbow installation.

Directional bore a 1-1/4" polypipe and install City provided wire. City will provide streetlight wire, typically either #6 or #10. This price shall include the material cost of the pipe, the cost of pulling string, and the cost to connect the wire at both ends using City material for the connections.

Install 1-1/4" 90° degree or 45 degree PVC, galvanized, or fiberglass elbow. Elbow should be coupled to the polypipe. This price shall include the labor cost of installation of the elbow and coupling the elbow to the polypipe. The elbow shall be provided by St. Charles. The coupling is to be provided by contractor and the material cost of the coupling included within the unit price below.

**Lyons Pinner Electric
T&M Rates
Hourly Equipment Rates**

City of St. Charles Street Light Maintenance Project

Rates good for May 1, 2017 to April 30, 2018

Hourly Labor Rates	Rate per Hour
Standard Labor	\$ 123.00
Overtime Labor	\$ 179.50
Premium (DT) Labor	\$ 234.00
Hourly Equipment Rates	Rate per Hour
Service Truck	\$ 25.00
Boom Truck	\$ 55.00
75' Elliott	\$ 140.00
Compressor	\$ 15.00
Directional Bore Machine	\$ 125.00
Dump Truck	\$ 35.00
Trencher	\$ 45.00
Backhoe	\$ 50.00
Auger	\$ 65.00
Consaw	\$ 25.00
Vacuum Trailer	\$ 75.00
Loop Truck	\$ 55.00
Pole Trailer	\$ 20.00
Skid Steer	\$ 50.00
Semi Truck with Driver	\$ 80.00

Remove and dispose of unsuitable backfill, such as rocks, tree stumps, etc., when directed by St. Charles Electric Utility personnel. Price shall include all labor, taxes and handling. Use of this unit requires prior approval by St. Charles Electric Utility personnel. If Contractor does not have prior approval, expense shall be on the contractor.

Concrete footer repair shall include jackhammering out the top 12" of a footer, replacing J bolts to meet the required bolt pattern, reframing, and repouring concrete. This unit cost shall include the J bolts by the Contractor. Contractor shall assume this work is to be done on a State or County ROW and build proper traffic protection and control into the unit cost. Contractor and City can agree to use T&M rates such is in the City's best interest.

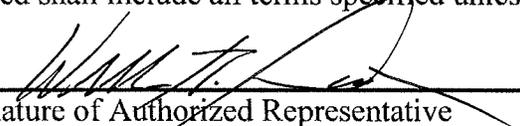
Labor Rates for streetlight repair crew should be provided for straight time, normal work. In the area below, or in an attached document, provide the details for overtime rates:

See Attachment

List any and all deviations from minimum specifications:

None

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


Signature of Authorized Representative

PLEASE TYPE OR NEATLY PRINT THE FOLLOWING INFORMATION

<u>William R. Darnstadt</u>	<u>President</u>	
Name of Authorized Representative	Title	
<u>Lyons Electric Company, Inc.</u>		
Company Name		
<u>650 E. Elm Avenue</u>		
Street Address		
<u>La Grange</u>	<u>Illinois</u>	<u>60525</u>
City	State	Zip Code
<u>708-588-6800</u>		
(Area Code) Phone Number		

INVITATION TO BID
AND
SPECIFICATIONS
FOR

2017/2018 Street Light Maintenance Contract

CITY OF ST. CHARLES
ILLINOIS
2017

SPECIFICATION # 170309A
OPENING DATE: March 9, 2017

CONTENTS

<u>SECTION</u>	<u>TITLE</u>
I.	NOTICE TO BIDDER
II.	INFORMATION TO BIDDER
III.	SPECIFICATIONS
IV.	BID FORM

SPECIFICATION # 170309A

OPENING DATE: March 9, 2017

SECTION I

NOTICE TO BIDDERS

Sealed bids will be received by the City of St. Charles at the Office of the Purchasing Manager, Two East Main Street, St. Charles, Illinois 60174 no later than 1:30 p.m., Thursday, March 9, 2017, for the **2017/2018 Street Light Maintenance Contract**. All bids will be opened publicly and read aloud in the Council Chambers located at Two East Main Street, St. Charles, IL 60174, at 1:30 p.m. on Thursday, March 9, 2017.

The City of St. Charles is seeking a qualified contractor to maintain its street lights throughout the community. This contract work will be comprised of both maintenance and repair work for the City of St. Charles' street light system. The City currently maintains 3,241 street lights of varying heights, pole length, ballast and lamp types. Contract will entail a quarterly night-time inspection as well as the replacement/maintenance of lamps, ballasts and photocells. All other work that is required for the street lighting system will either be performed by the City's Electric Division or by the successful bidder on a Time & Materials basis. There will be a joint effort between the City and Contractor in coordination of work for parts of the street light system that need more than just lamps, ballasts or photocells.

Bidders are advised of the following requirements of this contract: 1) 100% Performance Bond; 2) IDOT Certification of Eligibility for Electrical; 3) Certificate of Insurance meeting the City's requirements

Bid Documents and Proposal forms may be obtained at no charge at the City of St. Charles website at, <http://www.stcharlesil.gov/bids-proposals>. Addenda will be available to document holders via the website. It is the responsibility of the contractor to frequently check the City's website for any future addendums. Contractors will be required to submit all addendum acknowledgement forms with their bid submittal. All questions shall be directed to AJ Reineking, Public Works Manager, at 630-377-4405 or at areineking@stcharlesil.gov.

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

The City expressly reserves the right to reject any or all bids or to accept the one that appears to be in the best interest of the City. The City expressly reserves the right to waive any informalities, discrepancies or technical irregularities in a bid if to do so is in the best interest of the City. The City reserves the right to defer the acceptance of any bid and the award of a Contract for a period of forty-five (45) days after the date of opening the bids. Prices quoted must be valid for a minimum of 75 days from the date of the bid opening.

The City reserves the right to require the low bidder to file proof of, within seven (7) days of the bid opening, his ability to finance and execute the project. This proof shall include, but not be limited to, a financial statement, list of equipment owned by bidder, backlog of jobs under a Contract only to a Bidder who furnishes satisfactory evidence that he has the ability, sufficient capital, facilities, and plant to enable him to prosecute the work successfully and promptly, and to complete the work within the time specified in the Contract Documents.

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

MWS:cjb

Bids\Services\Bid StliteMaintce

SECTION II
INFORMATION TO BIDDERS

1. **GENERAL CONDITIONS:**

- A. Bids shall be submitted in a sealed envelope, inserted in a larger sealed envelope. Both envelopes shall be clearly marked with the word "Bid," and the name of the project or subject of the bid. (Sec. 2.33.200A of the St. Charles Municipal Code). The outer envelope shall be addressed "Purchasing Manager, City of St. Charles, Two East Main Street, St. Charles, IL 60174 and include the Bid Project Name." Include a return address on both envelopes. Bids received after the specified time and date will be returned unopened. Bids shall be on City of St. Charles bid form and shall be returned attached to the original specification sheets. Copies are not acceptable. **All bids submitted are binding 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 and/or the Purchasing Manager's designee to the successful bidder.
- D. The City of St. Charles reserves the right to waive minor specification deviations and reject any or all bids, and to accept the bid, which is in the opinion of the City Council, the lowest conforming bid from a responsible bidder as defined by state law and Sec. 2.33.230 of the St. Charles Municipal Code.
- E. All bids must be quoted on the basis of delivery to the City's Inventory and Purchasing Division, 200 Devereaux Way in St. Charles, IL. The price shall be stated in units and bids made on each item separately. In case of conflict, the unit price shall govern. The City reserves the right to award the bid in aggregate or on individual items.
- F. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful bidder.
- G. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful bidder. The City of St. Charles is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, Federal Excise Tax, and Municipal Retailer's Occupation Tax.

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

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

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

- H. If applicable, material is to be delivered on a flatbed trailer and ready to be unloaded from the side of the trailer without driving a forklift onto the trailer. Advance notice of 48 hours is required by calling 630-377-4421. Deliveries can be made to the City between the hours of 7:00 a.m. - noon and 12:30 p.m. - 3:30 p.m.
- I. Each bidder shall make an accurate statement in the proposal of the smallest number of calendar days in which delivery can be made after placement of the order.
- J. Any firm bidding this/these unit(s) must have a full service shop which includes parts and service mechanics capable of making any adjustments or repairs as may be required. The firm must also have service truck capabilities.
- K. Materials will be paid within 30 days of receipt/acceptance of same and receipt of invoice, or if a discount is allowed and is advantageous to the City, within five (5) days of receipt/acceptance of same and receipt of the invoice. Bids will be evaluated on both thirty (30) day and discount pricing.

REQUIRED X NOT REQUIRED _____

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

REQUIRED X NOT REQUIRED _____

2. **MATERIALS:**

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

3. **BID RESULTS:**

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

4. **ADDENDUM**

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

5. **BID DEPOSIT**

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

REQUIRED X NOT REQUIRED _____

6. **PERFORMANCE & PAYMENT BONDS**

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

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

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

REQUIRED _____ NOT REQUIRED X

7. **GENERAL GUARANTY**

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

8. **ASSIGNMENT**

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

9. **DEFAULT**

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

10. **INSURANCE**

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

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

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

REQUIRED X NOT REQUIRED _____

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

REQUIRED X NOT REQUIRED _____

11. **CERTIFICATE OF COMPLIANCE**

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

12. **HEALTH AND SAFETY ACT**

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

13. **PREVAILING WAGE RATE**

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

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

- A. Such records are true and accurate;
- B. The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- C. The bidder or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

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

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

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

15. **RELEASE OF BID DEPOSITS**

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

16. **EQUAL OPPORTUNITY EMPLOYER**

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

17. **VETERANS PREFERENCE**

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

18. **CERTIFICATE OF NON-DISQUALIFICATION**

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

19. **PROVISIONS OF ST. CHARLES MUNICIPAL CODE**
 All bids and contracts shall be in accordance with Title 2, Ch. 2.33 of the City of St. Charles Illinois Municipal code, as from time to time amended, which shall take precedence over and control all aspects of this contract, and which are incorporated herein by reference.
20. **SURVIVAL**
 The provisions hereof shall survive and shall not merge with the resulting purchase order or contract awarded to the successful bidder, but shall be additional terms thereof; and the submission of a bid shall be deemed as acceptance of these terms.
21. **CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS**
 All bidders are required to submit a completed Certificate of Compliance with Safety Standards (attached).
22. **CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257 OF THE ILLINOIS HUMAN RIGHTS ACT**
 All bidders are required to submit a completed Certificate of Compliance with Public Act 87-1257 of the Illinois Human Rights Act (attached).
23. **WAIVERS OF MECHANICS LIEN**
- A. With each application for payment, submit waivers of mechanics liens from the bidder, subcontractors, and suppliers for the construction period covered by the current application. Payment will not be released until the bidder has supplied the City with the waiver of liens.
1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
 2. When an application shows completion of an item, submit final or full waivers.
 3. The City reserves the right to designate which entries involved in the work must submit waivers.
 4. Waiver Delays: submit each application for payment with the bidder's waiver of mechanics lien for the period of construction covered by the application.
- A. Initial application for payment: administrative actions and submittals, that must precede or coincide with submittal of the first application for payment, include the following:
1. List of subcontractors.
 2. List of principal suppliers and fabricators.
 3. Schedule of values.

REQUIRED X NOT REQUIRED _____

**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 _____
_____(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.

Name of Bidder

By: _____

State of _____),

ss.

County of _____)

Subscribed and sworn to
before me this _____ day
of _____, _____.

Notary Public

CERTIFICATE OF COMPLIANCE WITH SALES TAX FORM

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

Name of Bidder

By:_____

State of _____),

ss.

County of _____)

Subscribed and sworn to
before me this _____ day
of _____, _____.

Notary Public

JH:cb
Bidders Section II



Illinois Department of Revenue
 Office of Local Government Services
 Sales Tax Exemption Section, 3-520
 101 W. Jefferson Street
 Springfield, IL 62702
 217 782-8881

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.

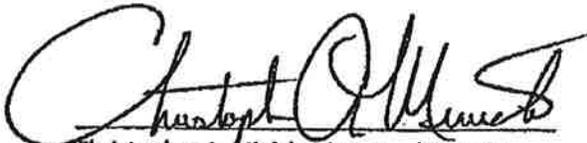
We have issued the following new tax exemption identification number:

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



City of St. Charles Certificate of Insurance Requirements

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

- (a) Workers' Compensation & Occupational Diseases Insurance – Statutory amount for Illinois
- (b) General Liability Insurance:
 - 1) Bodily injury, with limits of not less than \$1,000,000 each occurrence/
\$2,000,000 aggregate;
 - 2) Property damage, with limits of not less than \$1,000,000 each occurrence/
\$2,000,000 aggregate;
 - 3) Contractual insurance – broad form, with limits of not less than \$1,000,000 each occurrence/\$2,000,000 aggregate.
- (c) Automotive Liability Insurance:
 - 1) \$1,000,000 each occurrence/
\$2,000,000 aggregate;
 - 2) Property damage, with limits of not less than \$1,000,000 each occurrence/
\$2,000,000 aggregate. Property damage insurance coverage shall include non-owned, hired, leased, or rented vehicles, as well as owned vehicles.
- (d) Umbrella liability \$5,000,000.



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

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

SPECIFICATIONS/SPECIAL PROVISIONS

Street Light Maintenance

DESCRIPTION

The City of St. Charles is seeking a qualified contractor to maintain its street lights throughout the community. This contract work will be comprised of both maintenance and repair work for the City of St. Charles' street light system. The City currently maintains 3,241 street lights of varying heights, pole length, ballast and lamp types. Contract will entail the troubleshooting and replacement/maintenance of lamps, ballasts and photocells. Additionally, the scope will include fixture replacement, directional boring to restore lights due to underground cable faults, and footer repairs related to knockdowns. The majority of the work is to be administered by unit costs; however, a loaded crew rate and material markup percentage will be part of this bid for work that falls outside of normal unit costs. There will be a joint effort between the City and Contractor with respect for the parts needed to facilitate the repairs. With the exception of the 1-1/4" HDPE pipe, material is intended to be provided by the City.

WORK SITE

The work site shall be the City of St. Charles corporate limits. Replacement and maintenance work locations will be communicated to the Contractor with a street address/intersection and quadrant.

CITY RESPONSIBILITIES

- A. The City will notify the Contractor via fax or email of lamp outages.
- B. Upon request, provide the Contractor with any pertinent information on the light and system from the City GIS asset management database.
- C. The City maintains inventory of the common street light parts and typically will provide the contractor with those items as required.
- D. The City will provide a point of contact in the Public Services and Electric Divisions for specific questions.

CONTRACTOR RESPONSIBILITIES

- A. Provide qualified personnel and adequate equipment to complete the work and meet the following response times:
 1. Replace defective lamps, ballasts, or photocells, as necessary, within five (5) working days of notification by the City.
 2. In emergency situations such as street light knock down or complete controller outage contractor shall respond within 2-hours from time of notification.
 3. Contractor shall notify the City within one working day if any of the following is observed:

- Unsafe pole condition (example: concrete pole rotted, pole leaning, wood pole rotted).
 - Damage caused by vandalism.
 - Any other maintenance items which may affect public safety.
 - Maintenance or repair work that is required to restore street light service which goes beyond unit costs within this bid.
 - 4. At the time of maintenance or repair work on a streetlight the contractor shall:
 - Clean glassware and reflectors.
 - Properly align standards, brackets, and luminaries.
 - 5. Contractor shall provide proper traffic control in accordance with standards established by the Manual on Uniform Traffic Control Devices (MUTCD) and the Illinois Department of Transportation. Any full road or lane closures must be approved by the City prior to closing the road/lane, 24-hour advanced warning to the City is required in such cases.
 - 6. All contractor work activities shall be itemized on and invoice. An invoice shall be completed for each service call and must be attached to the monthly invoice. Routine streetlight outage repairs (lamps/ballasts/photocells) may be listed on a single invoice if they are grouped into their respective areas. All materials used must be listed individually for each repair.
- B. Provide the City with 24-hour emergency phone numbers.
- C. Utilize materials provided by the City by either direct pick, on an as-needed, or by mutual agreement with the City.
- D. Provide digital photographs of all third party-damage within 2 working days.
- E. Directional Boring Requirements:
1. There are no firm planned projects for directional boring. All work on this contract will be emergent based on cable failures.
 2. The work includes installation of poly pipe, 90° or 45° degree galvanized rigid metallic or fiberglass bends at various locations.
 3. Rough backfill of any hand or machine dug pits.
 4. Proper pipe depth shall be a minimum 30” below grade and a maximum 42” below grade. Installations requiring a depth greater than 42” must receive permission from St. Charles Electric Utility Personnel before installation. Any pipe installed at greater than 42” of depth, without prior approval from St. Charles Electric Utility Personnel, shall be re-bored at the Contractor’s expense. In such case, Contractor will also bear any and all costs incurred by the City to relocate into the new pipe.
 5. The quotations shall be on a unit cost basis as per the below units. The standard installation will include two pits, either hand dug or machine dug depending on

- location, directional bore of polypipe between the two pits, and installation of metallic, fiberglass, or PVC elbows as may be required.
6. After polypipe is installed, all pits should be backfilled in a timely fashion (three days maximum) unless special circumstances exist. Contractor is responsible for jobsite safety of any pits left open.
 7. With regard to landscape restoration, the bidder may choose not to provide unit costs that include landscape restoration. For contract administration reasons, the City would prefer to manage less contractors and contracts; however, if a bidder does not wish to offer landscaping services (or does not have landscaping services), they need not bid on those units and can disregard content below related to landscape restoration services. The City reserves the right to not use the unit costs that include landscaping if such is deemed in the best interest of the City. The City may incorporate the administrative savings related to performing all of this work with one contractor when analyzing bid responses.
 8. Contractor is responsible for contacting J.U.L.I.E. and the unit pricing provided shall include the excavation requirements of exposing existing utilities. Potholes, necessary to locate other utilities, are not to be compensated as Splice Pits, but shall be part of the "per foot" unit cost to directional bore. It is expected that potholes be excavated with as minimal disturbance as possible. Where the pothole is in a grassy area, the pothole should be restored immediately using the material taken out of the hole, and such should be included in the standard cost per foot of boring. Potholes outside of grassy areas, where special landscape restoration is required, will fall under the complex restoration process outlined below.
 9. Contractor is responsible for communication with land owners regarding work adjacent to their property. A door hanger card, placed at least 72 hours prior to work, is required. The City will provide a template door hanger notice on City letterhead that the Contractor can reprint. The letter should include a main contact from the Contractor to handle questions/concerns/complaints.
 10. Any work in energized equipment is to be done by a qualified person meeting the requirements as stated per OSHA 1910.269, while City of St. Charles personnel are on site.
 11. Contractor must have an IDOT Certification of Eligibility and meet The City of St. Charles Insurance Requirements as well as IDOT and KDOT requirements. A copy of certification must be included with the bid response. Consistent with Illinois Law, Certified Payroll is also required. Invoices will not be paid by the City prior to receipt of Certified Payroll reports from the Contractor.
 12. The Contractor is responsible for removing and hauling the spoils from their excavations within two days of completion of their work. The spoils shall be hauled to a City facility under City supervision. Upon dumping, the contractor must provide the City with the date, address, the quantity of material dumped, and the name of the driver. No foreign spoils that are not created by work within City limits will be permitted to be dumped at the City site. Contractor will be responsible for returning to the City facility to clean up any garbage their crew added to the spoils (coffee cups/food wrappers). Any unauthorized material dumping at the City site will be grounds for immediate termination of the contract, and potentially legal action.

13. We require the Contractor to take digital photos of the pre-existing conditions, prior to excavation, part of their normal process. Such becomes invaluable for cases of hitting of mis-marked utilities and landscape restoration complaints. Contractor shall provide access to all pictures related to City work upon request. In the absence of pre-existing conditions photos, Contractor will be responsible for satisfying customer complaints at Contractor expense.
14. If Contractor is to provide landscaping restoration then it will be commenced upon completion of the work. Any landscape restoration must be completed within 15 days after notification by the City, weather permitting. Landscape restoration is one of the most sensitive customer contact points related to this work. Landscape restoration shall be warranted for one year and any warranty requests handled with the property owner in a timely and professional fashion. For the unit cost bid prices with restoration, assume simple grass areas. In simple grass areas, landscape restoration shall include proper tamping to avoid settling, at least six inches of clean black dirt with seed, and blanket. Restoration with sod is not normally required and would be billed using the complex restoration process.
15. For complex restoration issues, defined as anything other than grass, such must be photographed in detail prior to excavation, and an estimate to restore shall be provided to the City. This includes any perennials, bushes, landscape timbers, stepping stones or pavers, fences, or mulch areas. A separate purchase order, PO, will be issued for these complex restoration projects and the City will pay the standard unit cost without the restoration for the civil work, and may reimburse the Contractor on a separate PO for the landscape restoration. The Contractor must put the correct PO on every invoice in order to get paid. The City may obtain competitive quotations for the restoration, so the restoration work is not guaranteed to the Contractor.
16. Any excessive or additional damage, as evaluated by the City inspector, will be the responsibility of the Contractor to restore at Contractor expense. For example if a truck is pulled off the road onto the parkway in unfavorable conditions causing severe tire ruts, such will be a Contractor responsibility to restore at Contractor expense.
17. Satisfying the residents on landscape restoration work is critical to Contractor success. Failure to adequately resolve restoration issues can result in termination of the entire contract.
18. Notice: The City of St. Charles does not locate or provide any information regarding private Electric, Sanitary Sewer, Storm Sewer (Sump lines), Water or Sprinkler systems, and dog fences. Sewer lines are private from the main near the road all the way to the home or business. Contractor is responsible for any and all damage to private facilities and should coordinate with land owners and tenants where work is being done to understand and protect, to the extent possible, any private facilities that will not be located by JULIE. Contractor shall respond within two hours to any private damage claim and fully resolve the situation. The City shall be involved if there is a need to inspect a repair prior to backfill. Failure to adequately handle any damage claim is grounds for immediate termination of the contract. The use of acoustic equipment by the Contractor in storm and sanitary sewers for detecting sewer hits is preferred.

19. Contractor shall provide a basic drawing with basic dimensions showing the required directional boring work prior to proceeding. The City shall approve or modify the design as required. The Contractor shall mark up the drawing as the boring is done and keep notes on the approximate location of the new pipe with respect to the existing electric line and provide City with such as an as-built and to reconcile Contractor invoices.
20. The City reserves the right to use whatever unit costs are deemed most advantageous, and reserves the right to split the work between multiple Contractors.

PREVAILING WAGE RATE

Not less than the current prevailing wages for Kane County and as required by the State of Illinois Department of Labor or determined by a court on review shall be paid to all laborers, workers, and mechanics performing work for the duration of this contract. The contractor must provide corresponding Certified Payroll certificates with every pay request.

INSTRUCTIONS TO CONTRACTORS

The contractor shall accept instructions, either verbal or written only from authorized personnel of the City of St. Charles Public Services or Electrical Divisions.

WORKING HOURS

With the exception of routine inspections and emergency situations, the contractor shall restrict their normal working operations between the hours of 7:00 a.m. and 5:00 p.m.

TERM

This contract shall be for one-year beginning May 1, 2017, and extending through April 30, 2018. The City is requesting prices for two additional one (1) year extensions to the contract, the first spanning from May 1, 2018, to April 30, 2019, and the second spanning from May 1, 2019, to April 30, 2020. The optional extensions shall be exercised at the sole discretion of the City; however, the City accepts that the Contractor may reject future extensions due to unforeseen conditions.

The City may cancel the contract at any time upon written notification to the Contractor of its intent to do so. The contractor shall have 30 days to submit invoices to the City for work completed to the time of notification.

BASIS OF AWARD

The basis of award will be made on the unit cost bid pricing with time and material rates quoted for repairs outside of typical normal situations. The majority of the work is intended to be using the unit cost rates. The estimated annual quantities listed on the price sheets are estimates only and shall in no way be perceived as a guaranteed minimum.

With respect to the requested rates for labor and equipment on a time and materials basis, these T&M rates will not be factored as a basis of award.

CITY OF ST. CHARLES
2 E. MAIN STREET
ST. CHARLES, ILLINOIS 60174

Bids Due: Thursday, March 9, 2017, at 1:30 p.m.

Responder Information

Company Name: _____ **Telephone:** _____
Address: _____ **Fax:** _____
City, State, Zip: _____ **Email:** _____
Contact Person: _____

Proposal Price: STREET LIGHT INSPECTION & MAINTENANCE

**The pricing submitted for the below shall include all preparation, labor, materials, equipment and supplies, as well as any items listed, or not listed, in the above scope of work necessary to successfully complete the project as described in the scope of services.*

	Unit Price	Estimated Annual Quantity	Extended Price
Inspection to Determine Problem	\$	600	\$
Bulb Replacement City Supplied Materials	\$	570	\$
Ballast Replacement City Supplied Materials	\$	10	\$
Photo Cell Replacement	\$	400	\$
Fixture replacement with City Supplied Materials	\$	25	\$
Hand Dig Pit (each)	\$	4	\$
Hand Dig Pit with Landscape Restoration (each)		4	
Machine Dig Pit (each)		8	
Machine Dig Pit with Landscape Restoration (each)		8	

Bore 1-1/4" HDPE pipe, pull and terminate wire (per foot)		1700	
Installation of 1-1/4" 90 degree or 45 degree elbow (each)		12	
Unsuitable backfill spoil removal (cu.yd)		12	
Concrete Footer Repair (each)		3	
TOTAL			\$

Increase for Year 2 Optional Extension (May 1, 2018 – April 30, 2019): _____ %

Increase for Year 3 Optional Extension (May 1, 2019 – April 30, 2020): _____ %

Attach a list of Hourly Rates for Labor and Equipment

Materials Markup Percent: _____ %

Directional Boring Unit Pricing Details:

Hand dig pit for installation of elbows or connections of pipe at the streetlight location. This price shall include rough backfill of pit. Rough backfill of pit must occur within three business days after elbow installation.

Machine dig pit for installation of elbows into equipment and for directional bore setup – this shall include some hand dig work for actual undermining of the equipment for the elbow installation. This price shall include rough backfill of pit. Rough backfill of pit must occur within three business days after elbow installation.

Directional bore a 1-1/4" polypipe and install City provided wire. City will provide streetlight wire, typically either #6 or #10. This price shall include the material cost of the pipe, the cost of pulling string, and the cost to connect the wire at both ends using City material for the connections.

Install 1-1/4" 90° degree or 45 degree PVC, galvanized, or fiberglass elbow. Elbow should be coupled to the polypipe. This price shall include the labor cost of installation of the elbow and coupling the elbow to the polypipe. The elbow shall be provided by St. Charles. The coupling is to be provided by contractor and the material cost of the coupling included within the unit price below.

Remove and dispose of unsuitable backfill, such as rocks, tree stumps, etc., when directed by St. Charles Electric Utility personnel. Price shall include all labor, taxes and handling. Use of this unit requires prior approval by St. Charles Electric Utility personnel. If Contractor does not have prior approval, expense shall be on the contractor.

Concrete footer repair shall include jackhammering out the top 12" of a footer, replacing J bolts to meet the required bolt pattern, reframing, and repouring concrete. This unit cost shall include the J bolts by the Contractor. Contractor shall assume this work is to be done on a State or County ROW and build proper traffic protection and control into the unit cost. Contractor and City can agree to use T&M rates such is in the City's best interest.

Labor Rates for streetlight repair crew should be provided for straight time, normal work. In the area below, or in an attached document, provide the details for overtime rates:

List any and all deviations from minimum specifications:

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

Signature of Authorized Representative

PLEASE TYPE OR NEATLY PRINT THE FOLLOWING INFORMATION

Name of Authorized Representative

Title

Company Name

Street Address

City

State

Zip Code

(Area Code) Phone Number



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5.p

Title: Recommendation to Award the Bid for Hauling Services

Presenter: AJ Reineking

Meeting: Government Services Committee

Date: March 27, 2017

Proposed Cost: \$80,000.00

Budgeted Amount: \$80,000.00

Not Budgeted:

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

On February 23, 2017, the Purchasing Division opened bids for the annual hauling services contract from the City's facilities. The City received four responses to this bid solicitation.

The City utilizes hauling services to remove debris incurred throughout the maintenance and repair activities performed on public infrastructure, including water main breaks, roadway patching, electrical digs, tree removals, and storm sewer point repairs.

S. Schoeder Trucking, Inc. submitted the lowest responsive bid for all categories of trucking services. The City has utilized Schroeder for hauling in the past, and has found them to be very responsive and timely.

Attachments *(please list):*

* Bid Tabulation * Bid Specifications * Bid Price Sheets

Recommendation/Suggested Action *(briefly explain):*

Recommendation to award the bid for Hauling Services to S. Schroeder Trucking, Inc. in the submitted bid rates, with an anticipated annual cost of \$80,000.00.

Hauling Services Bid
 GSC: March 27, 2017

	S. Schroeder Trucking, Inc		C.H. Hager Excavating, Inc		Nagel Trucking		Langton Group	
	Villa Park, IL		West Chicago, IL		Batavia, IL		Woodstock, IL	
	Straight Time	Overtime	Straight Time	Overtime	Straight Time	Overtime	Straight Time	Overtime
Tractor/Lowboy Trailer	\$ 95.00	\$ 95.00	\$ 110.00	\$ 125.00	\$ 126.00	\$ 150.00	No Bid	No Bid
Semi Tractor/20 Yd. Dump Trailer	\$ 89.00	\$ 89.00	\$ 91.00	\$ 105.00	\$ 111.00	\$ 126.00	No Bid	No Bid
6 Wheel Dump/8 Yd.	\$ 80.00	\$ 80.00	\$ 88.00	\$ 102.00	\$ 120.00	\$ 200.00	\$ 116.00	\$ 151.00

INVITATION TO BID
AND
SPECIFICATIONS
FOR

2017/18 Hauling

CITY OF ST. CHARLES
ILLINOIS
2017

SPECIFICATION #170223
BID OPENING: February 23, 2017

CONTENTS

<u>SECTION</u>	<u>TITLE</u>
I.	NOTICE TO BIDDERS
II.	INFORMATION TO BIDDERS
III. & IV.	SPECIFICATIONS & PROPOSAL FORM

SPECIFICATION #170223

BID OPENING: February 23, 2017

SECTION I
NOTICE TO BIDDERS

Sealed bids will be received at the Office of the Inventory Control & Purchasing Manager, Two East Main Street, St. Charles, Illinois **no later than 10:00 a.m., Thursday, February 23, 2017, for 2017/18 Hauling.**

Bids will be opened publicly and read aloud in the Council Chambers at 10:00 a.m., Thursday, February 23, 2017.

Bids are available via the City Website. Alternatively, specifications and bidder information may be obtained at the Office of the Purchasing & Inventory Control Division 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

Michael W. Shortall

Inventory Control & Purchasing Manager

MWS:cjb

Bidstart Hauling and Excavating

SECTION II
INFORMATION TO BIDDERS

1. **GENERAL CONDITIONS:**

- A. Bids shall be submitted in a sealed envelope, inserted in a larger sealed envelope. Both envelopes shall be clearly marked with the word "Bid," and the name of the project or subject of the bid. (Sec. 2.33.200A of the St. Charles Municipal Code). The outer envelope shall be addressed "Purchasing Manager, City of St. Charles, Two East Main Street, St. Charles, IL 60174 and include the Bid Project Name." Include a return address on both envelopes. Bids received after the specified time and date will be returned unopened. Bids shall be on City of St. Charles bid form and shall be returned attached to the original specification sheets. Copies are not acceptable. **All bids submitted are binding 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 and/or the Purchasing Manager's designee to the successful bidder.
- D. The City of St. Charles reserves the right to waive minor specification deviations and reject any or all bids, and to accept the bid, which is in the opinion of the City Council, the lowest conforming bid from a responsible bidder as defined by state law and Sec. 2.33.230 of the St. Charles Municipal Code.
- E. All bids must be quoted on the basis of delivery to the City's Inventory and Purchasing Division, 200 Devereaux Way in St. Charles, IL. The price shall be stated in units and bids made on each item separately. In case of conflict, the unit price shall govern. The City reserves the right to award the bid in aggregate or on individual items.
- F. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful bidder.
- G. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful bidder. The City of St. Charles is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, Federal Excise Tax, and Municipal Retailer's Occupation Tax.

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

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

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

- H. If applicable, material is to be delivered on a flatbed trailer and ready to be unloaded from the side of the trailer without driving a forklift onto the trailer. Advance notice of 48 hours is required by calling 630-377-4421. Deliveries can be made to the City between the hours of 7:00 a.m. - noon and 12:30 p.m. - 3:30 p.m.
- I. Each bidder shall make an accurate statement in the proposal of the smallest number of calendar days in which delivery can be made after placement of the order.
- J. Any firm bidding this/these unit(s) must have a full service shop which includes parts and service mechanics capable of making any adjustments or repairs as may be required. The firm must also have service truck capabilities.
- K. Materials will be paid within 30 days of receipt/acceptance of same and receipt of invoice, or if a discount is allowed and is advantageous to the City, within five (5) days of receipt/acceptance of same and receipt of the invoice. Bids will be evaluated on both thirty (30) day and discount pricing.

REQUIRED _____ NOT REQUIRED X _____

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

REQUIRED _____ NOT REQUIRED X _____

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

3. **BID RESULTS:**

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

4. **ADDENDUM**

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

5. **BID DEPOSIT**

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

REQUIRED _____ NOT REQUIRED X

6. **PERFORMANCE & PAYMENT BONDS**

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

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

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

REQUIRED _____ NOT REQUIRED X

7. **GENERAL GUARANTY**

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

8. **ASSIGNMENT**

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

9. **DEFAULT**

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

10. **INSURANCE**

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

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

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

REQUIRED X NOT REQUIRED _____

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

REQUIRED _____ NOT REQUIRED X

11. **CERTIFICATE OF COMPLIANCE**

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

12. **HEALTH AND SAFETY ACT**

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

13. **PREVAILING WAGE RATE**

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

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

- A. Such records are true and accurate;
- B. The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- C. The bidder or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

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

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

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

15. **RELEASE OF BID DEPOSITS**

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

16. **EQUAL OPPORTUNITY EMPLOYER**

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

17. **VETERANS PREFERENCE**

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

18. **CERTIFICATE OF NON-DISQUALIFICATION**

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

19. **PROVISIONS OF ST. CHARLES MUNICIPAL CODE**

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

20. **SURVIVAL**

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

21. **CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS**

All bidders are required to submit a completed Certificate of Compliance with Safety Standards (attached).

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

All bidders are required to submit a completed Certificate of Compliance with Public Act 87-1257 of the Illinois Human Rights Act (attached).

23. **WAIVERS OF MECHANICS LIEN**

A. With each application for payment, submit waivers of mechanics liens from the bidder, subcontractors, and suppliers for the construction period covered by the current application. Payment will not be released until the bidder has supplied the City with the waiver of liens.

1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. The City reserves the right to designate which entries involved in the work must submit waivers.
4. Waiver Delays: submit each application for payment with the bidder's waiver of mechanics lien for the period of construction covered by the application.

A. Initial application for payment: administrative actions and submittals, that must precede or coincide with submittal of the first application for payment, include the following:

1. List of subcontractors.
2. List of principal suppliers and fabricators.
3. Schedule of values.

REQUIRED _____ NOT REQUIRED X _____

**SECTIONS III-IV
2017-2018
SPECIFICATIONS & PROPOSAL FOR HAULING**

The primary purpose of this bid is to provide hauling for the City of St Charles, regardless of product being hauled. Frequency and timing of hauling are dependent upon the work schedules of the Public Works Department or emergency work. All bidders are asked to list hourly rates to include Driver/operator and vehicles. The winning bidder is required to follow State of Illinois Prevailing Wage laws.

VEHICLES/EQUIPMENT (INCLUDING DRIVER/OPERATOR)

	<u>STRAIGHT TIME</u>	<u>OVERTIME</u>
TRACTOR/LOWBOY TRAILER	\$ <u>95.00</u> /hr.	\$ <u>95.00</u> /hr.
SEMI TRACTOR/20 YD. DUMP TRAILER	\$ <u>89.00</u> /hr.	\$ <u>89.00</u> /hr.
6 WHEEL DUMP/8 YD.	\$ <u>80.00</u> /hr.	\$ <u>80.00</u> /hr.

The City will review this bid, and account for both charges averaging the best price presented. The City reserves the right to award this bid in the best interest of the City utilizing one vendor for both types of vehicles.

All tipping fees will be the responsibility of the City of St. Charles. The City will pay tipping fees as billed by the applicable landfill operator.

S. Schroeder Trucking, Inc.
COMPANY

600 N. Villa Ave, Unit C
ADDRESS

Villa Park IL 60181
CITY, STATE, ZIP

630-279-2999
TELEPHONE


SIGNATURE OF AUTHORIZED AGENT

ALL PRICES ARE FIRM THROUGH APRIL 30, 2018.

**SECTIONS III-IV
2017-2018
SPECIFICATIONS & PROPOSAL FOR HAULING**

The primary purpose of this bid is to provide hauling for the City of St Charles, regardless of product being hauled. Frequency and timing of hauling are dependent upon the work schedules of the Public Works Department or emergency work. All bidders are asked to list hourly rates to include Driver/operator and vehicles. The winning bidder is required to follow State of Illinois Prevailing Wage laws.

VEHICLES/EQUIPMENT (INCLUDING DRIVER/OPERATOR)

	<u>STRAIGHT TIME</u>	<u>OVERTIME</u>
TRACTOR/LOWBOY TRAILER	\$ 126 /hr.	\$ 150 /hr.
SEMI TRACTOR/20 YD. DUMP TRAILER	\$ 111 /hr.	\$ 126 /hr.
6 WHEEL DUMP/8 YD.	\$ 120 /hr.	\$ 200 /hr.

The City will review this bid, and account for both charges averaging the best price presented. The City reserves the right to award this bid in the best interest of the City utilizing one vendor for both types of vehicles.

All tipping fees will be the responsibility of the City of St. Charles. The City will pay tipping fees as billed by the applicable landfill operator.

Nagel Trucking & Materials
COMPANY

1043 Paramount Parkway
ADDRESS

Batavia, IL. 60510
CITY, STATE, ZIP

630-878-5595
TELEPHONE


SIGNATURE OF AUTHORIZED AGENT

ALL PRICES ARE FIRM THROUGH APRIL 30, 2018.

**SECTIONS III-IV
2017-2018
SPECIFICATIONS & PROPOSAL FOR HAULING**

The primary purpose of this bid is to provide hauling for the City of St Charles, regardless of product being hauled. Frequency and timing of hauling are dependent upon the work schedules of the Public Works Department or emergency work. All bidders are asked to list hourly rates to include Driver/operator and vehicles. The winning bidder is required to follow State of Illinois Prevailing Wage laws.

VEHICLES/EQUIPMENT (INCLUDING DRIVER/OPERATOR)

	<u>STRAIGHT TIME</u>	<u>OVERTIME</u>
TRACTOR/LOWBOY TRAILER	\$ _____ /hr.	\$ _____ /hr.
SEMI TRACTOR/20 YD. DUMP TRAILER	\$ _____ /hr.	\$ _____ /hr.
6 WHEEL DUMP/8 YD.	\$ <u>116</u> /hr.	\$ <u>151</u> /hr.

The City will review this bid, and account for both charges averaging the best price presented. The City reserves the right to award this bid in the best interest of the City utilizing one vendor for both types of vehicles.

All tipping fees will be the responsibility of the City of St. Charles. The City will pay tipping fees as billed by the applicable landfill operator.

Langston Group
COMPANY

4510 Dean ST.
ADDRESS

WOODSTOCK, IL
CITY, STATE, ZIP

815-338-2630
TELEPHONE


SIGNATURE OF AUTHORIZED AGENT

ALL PRICES ARE FIRM THROUGH APRIL 30, 2018.

**SECTIONS III-IV
2017-2018
SPECIFICATIONS & PROPOSAL FOR HAULING**

The primary purpose of this bid is to provide hauling for the City of St Charles, regardless of product being hauled. Frequency and timing of hauling are dependent upon the work schedules of the Public Works Department or emergency work. All bidders are asked to list hourly rates to include Driver/operator and vehicles. The winning bidder is required to follow State of Illinois Prevailing Wage laws.

VEHICLES/EQUIPMENT (INCLUDING DRIVER/OPERATOR)

	<u>STRAIGHT TIME</u>	<u>OVERTIME</u>
TRACTOR/LOWBOY TRAILER	\$ <u>110⁰⁰</u> /hr.	\$ <u>125⁰⁰</u> /hr.
SEMI TRACTOR/20 YD. DUMP TRAILER	\$ <u>91⁰⁰</u> /hr.	\$ <u>105⁰⁰</u> /hr.
6 WHEEL DUMP/8 YD.	\$ <u>88</u> /hr.	\$ <u>102⁰⁰</u> /hr.

The City will review this bid, and account for both charges averaging the best price presented. The City reserves the right to award this bid in the best interest of the City utilizing one vendor for both types of vehicles.

All tipping fees will be the responsibility of the City of St. Charles. The City will pay tipping fees as billed by the applicable landfill operator.

C. H. Hager Excavating, Inc
COMPANY

180 W. Grass Lake Blvd
ADDRESS

West Chicago, IL 60185
CITY, STATE, ZIP

630-231-3225
TELEPHONE


SIGNATURE OF AUTHORIZED AGENT

ALL PRICES ARE FIRM THROUGH APRIL 30, 2018.



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5.q

Title:

Recommendation to Award the Bid for Stone and Gravel Materials

Presenter:

AJ Reineking

Meeting: Government Services Committee

Date: March 27, 2017

Proposed Cost: \$54,765.00

Budgeted Amount: \$75,000.00

Not Budgeted:

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

On February 23, 2017, the Purchasing Division opened bids for the annual provision of stone and gravel material for utilization throughout the community. The City received five responses to this bid solicitation.

The Public Works Department utilizes stone and gravel materials to patch roadways, backfill after emergency infrastructure repair, and to stabilize shorelines and basin walls.

Viking Brothers, Inc. submitted the lowest responsive bid for the base scope of the contract. Staff has reviewed their bid for completeness, and feels that the alternate bid items that Viking did not submit prices for can be acquired competitively from another provider.

Attachments *(please list):*

* Bid Tabulation * Bid Document * Bid Price Sheets

Recommendation/Suggested Action *(briefly explain):*

Recommendation to award the bid for the provision of stone and gravel materials to Viking Brothers, Inc. in the submitted bid rate, with an anticipated annual cost of \$54,765.00.

Stone & Gravel Bid Tabulation
GSC: March 27, 2017

		Viking Bros. Inc. Aurora, IL		S. Schroeder Trucking, Inc. Villa Park, IL		C.H. Hager Excavating, Inc. West Chicago, IL		Nagel Trucking & Material Batavia, IL		Vulcan Construction Materials Naperville, IL	
BASE BID	Qty (tons)	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
CA-7, 3/4" Crushed Limestone	2000	\$ 16.75	\$ 33,500.00	\$ 17.00	\$ 34,000.00	\$ 17.50	\$ 35,000.00	\$ 18.99	\$ 37,980.00	\$ 20.10	\$ 40,200.00
CA-6, Grade 8 Crushed Limestone	1000	\$ 12.00	\$ 12,000.00	\$ 11.75	\$ 11,750.00	\$ 12.60	\$ 12,600.00	\$ 13.74	\$ 13,740.00	\$ 15.35	\$ 15,350.00
Total Base Bid		\$ 45,500.00		\$ 45,750.00		\$ 47,600.00		\$ 51,720.00		\$ 55,550.00	
ALTERNATE PRICING											
CA-5, 1-1/2" Crushed Limestone	100	No Bid	No Bid	\$ 18.25	\$ 1,825.00	\$ 17.00	\$ 1,700.00	\$ 17.98	\$ 1,798.00	\$ 22.95	\$ 2,295.00
FA-2, Torpedo Sand	400	\$ 14.85	\$ 5,940.00	\$ 16.75	\$ 6,700.00	\$ 17.50	\$ 7,000.00	\$ 15.35	\$ 6,140.00	No Bid	No Bid
CM-16, 3/8" Washed Stone	50	No Bid	No Bid	\$ 22.00	\$ 1,100.00	\$ 23.50	\$ 1,175.00	\$ 16.46	\$ 823.00	No Bid	No Bid
CA-16, 3/8" Washed Stone	50	No Bid	No Bid	\$ 22.00	\$ 1,100.00	\$ 25.50	\$ 1,275.00	\$ 16.46	\$ 823.00	\$ 35.00	\$ 1,750.00
CA-16 #4 Pea Gravel	50	\$ 16.00	\$ 800.00	\$ 17.00	\$ 850.00	\$ 18.50	\$ 925.00	\$ 15.98	\$ 799.00	No Bid	No Bid
FA-1 or FA-6 Trench Backfill Sand	100	\$ 9.25	\$ 925.00	\$ 13.00	\$ 1,300.00	\$ 12.15	\$ 1,215.00	\$ 9.99	\$ 999.00	\$ 16.10	\$ 1,610.00
CA-1, 3"	100	\$ 16.00	\$ 1,600.00	\$ 15.95	\$ 1,595.00	\$ 17.50	\$ 1,750.00	\$ 15.24	\$ 1,524.00	\$ 22.10	\$ 2,210.00
RR-3, Shot Rock "Rip Rap" 6" - 12"	100	No Bid	No Bid	\$ 36.00	\$ 3,600.00	\$ 39.75	\$ 3,975.00	\$ 32.00	\$ 3,200.00	\$ 40.00	\$ 4,000.00
RR-5, Shot Rock "Rip Rap" 8" - 12"	100	No Bid	No Bid	\$ 45.00	\$ 4,500.00	\$ 46.50	\$ 4,650.00	\$ 48.00	\$ 4,800.00	\$ 50.00	\$ 5,000.00
Total Alternate Bid		* \$ 9,265.00		\$ 22,570.00		\$ 23,665.00		\$ 20,906.00		* \$ 16,865.00	

*Did not respond to bid request in entirety

**SECTIONS III-IV
PROPOSAL FORM (STONE/GRAVEL DELIVERED)
2017-2018**

<u>TYPE OF MATERIAL</u>	<u>QUANTITY</u>	<u>PRICE (PER TON)</u>
CA-7, 3/4" CRUSHED LIMESTONE	2000 TONS	\$ <u>17.50</u>
CA-6, GRADE 8, CRUSHED LIMESTONE	1000 TONS	\$ <u>12.60</u>

The City will review this bid, and account for both charges averaging the best price presented. The quantities are estimated and only provided to establish a unit price. The City reserves the right to award this bid in the best interest of the City utilizing one vendor for both types of material (CA-7 and CA-6).

***Alternate Pricing not tied to this bid

CA-5, 1-1/2" CRUSHED LIMESTONE	100 TONS	\$ <u>17⁰⁰</u>
FA-2, TORPEDO SAND	400 TONS	\$ <u>17⁵⁰</u>
CM-16, 3/8" WASHED STONE	50 TONS	\$ <u>23⁰⁰</u>
CA-16, 3/8" WASHED STONE	50 TONS	\$ <u>25⁰⁰</u>
CA-16 #4 PEA GRAVEL	50 TONS	\$ <u>18⁰⁰</u>
FA-1 OR FA-6 TRENCH BACKFILL SAND	100 TONS	\$ <u>12¹⁵</u>
CA-1, 3"	100 TONS	\$ <u>17⁵⁰</u>
SHOT ROCK ("RIP-RAP") 6"-12", RR-3	100 TONS	\$ <u>39⁷⁵</u>
SHOT ROCK ("RIP-RAP") 8"-12", RR-5	100 TONS	\$ <u>46⁵⁰</u>

ALL PRICES ARE FIRM THROUGH APRIL 30, 2018.

I propose to furnish the City of St. Charles stone and gravel material at above prices delivered (including cartage) per ton, to various locations within the City limits, for the 2017/18 Construction Season.

I certify that this Proposal has been arrived at independently and has been submitted without collusion with any vendor of materials or supplies.

C. H. Hager Excavating, Inc.
COMPANY

180 W. Grand Lake Blvd
ADDRESS

West Chicago, IL 60185
CITY, STATE, ZIP

630-231-3225
TELEPHONE

SIGNATURE OF AUTHORIZED AGENT

Bid Information\Proposal\2017 STONE Gravel DelvrdProposal

**SECTIONS III-IV
PROPOSAL FORM (STONE/GRAVEL DELIVERED)
2017-2018**

<u>TYPE OF MATERIAL</u>	<u>QUANTITY</u>	<u>PRICE (PER TON)</u>
CA-7, 3/4" CRUSHED LIMESTONE	2000 TONS	\$ <u>18.99</u>
CA-6, GRADE 8, CRUSHED LIMESTONE	1000 TONS	\$ <u>13.74</u>

The City will review this bid, and account for both charges averaging the best price presented. The quantities are estimated and only provided to establish a unit price. The City reserves the right to award this bid in the best interest of the City utilizing one vendor for both types of material (CA-7 and CA-6).

***Alternate Pricing not tied to this bid

CA-5, 1-1/2" CRUSHED LIMESTONE	100 TONS	\$ <u>17.98</u>
FA-2, TORPEDO SAND	400 TONS	\$ <u>15.35</u>
CM-16, 3/8" WASHED STONE	50 TONS	\$ <u>16.46</u>
CA-16, 3/8" WASHED STONE	50 TONS	\$ <u>16.46</u>
CA-16 #4 PEA GRAVEL	50 TONS	\$ <u>15.98</u>
FA-1 OR FA-6 TRENCH BACKFILL SAND	100 TONS	\$ <u>9.99</u>
CA-1, 3"	100 TONS	\$ <u>15.24</u>
SHOT ROCK ("RIP-RAP") 6"-12", RR-3	100 TONS	\$ <u>32.00</u>
SHOT ROCK ("RIP-RAP") 8"-12", RR-5	100 TONS	\$ <u>48.00</u>

ALL PRICES ARE FIRM THROUGH APRIL 30, 2018.

I propose to furnish the City of St. Charles stone and gravel material at above prices delivered (including cartage) per ton, to various locations within the City limits, for the 2017/18 Construction Season.

I certify that this Proposal has been arrived at independently and has been submitted without collusion with any vendor of materials or supplies.

Nagel Trucking & Materials Inc.

COMPANY

1043 Paramount Parkway

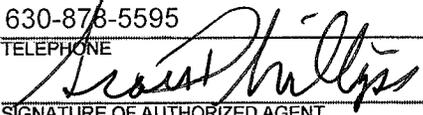
ADDRESS

Batavia, IL. 60510

CITY, STATE, ZIP

630-878-5595

TELEPHONE


SIGNATURE OF AUTHORIZED AGENT

Bid Information\Proposal\2017 STONE Gravel DelvrdProposal

**SECTIONS III-IV
PROPOSAL FORM (STONE/GRAVEL DELIVERED)
2017-2018**

<u>TYPE OF MATERIAL</u>	<u>QUANTITY</u>	<u>PRICE (PER TON)</u>
CA-7, 3/4" CRUSHED LIMESTONE	2000 TONS	\$ 17.00 ⁽⁵²⁾
CA-6, GRADE 8, CRUSHED LIMESTONE	1000 TONS	\$ 11.75 ⁽⁵⁴⁾

The City will review this bid, and account for both charges averaging the best price presented. The quantities are estimated and only provided to establish a unit price. The City reserves the right to award this bid in the best interest of the City utilizing one vendor for both types of material (CA-7 and CA-6).

***Alternate Pricing not tied to this bid

CA-5, 1-1/2" CRUSHED LIMESTONE	100 TONS	\$ 18.25
FA-2, TORPEDO SAND	400 TONS	\$ 16.75
CM-16, 3/8" WASHED STONE	50 TONS	\$ 22.00
CA-16, 3/8" WASHED STONE	50 TONS	\$ 22.00
CA-16 #4 PEA GRAVEL	50 TONS	\$ 17.00
FA-1 OR FA-6 TRENCH BACKFILL SAND	100 TONS	\$ 13.00
CA-1, 3"	100 TONS	\$ 15.95
SHOT ROCK ("RIP-RAP") 6"-12", RR-3	100 TONS	\$ 36.00
SHOT ROCK ("RIP-RAP") 8"-12", RR-5	100 TONS	\$ 45.00

ALL PRICES ARE FIRM THROUGH APRIL 30, 2018.

I propose to furnish the City of St. Charles stone and gravel material at above prices delivered (including cartage) per ton, to various locations within the City limits, for the 2017/18 Construction Season.

I certify that this Proposal has been arrived at independently and has been submitted without collusion with any vendor of materials or supplies.

S. Schroeder Trucking, Inc.

COMPANY

600 N. Villa Ave, Unit C

ADDRESS

Villa Park IL 60181

CITY, STATE, ZIP

630-279-2999

TELEPHONE

SIGNATURE OF AUTHORIZED AGENT

Scott Schroeder

President

Bid Information\Proposal\2017 STONE Gravel DelvrdProposal

**SECTIONS III-IV
PROPOSAL FORM (STONE/GRAVEL DELIVERED)
2017-2018**

<u>TYPE OF MATERIAL</u>	<u>QUANTITY</u>	<u>PRICE (PER TON)</u>
CA-7, 3/4" CRUSHED LIMESTONE	2000 TONS	\$ <u>16.75</u>
CA-6, GRADE 8, CRUSHED LIMESTONE	1000 TONS	\$ <u>12.00</u>

The City will review this bid, and account for both charges averaging the best price presented. The quantities are estimated and only provided to establish a unit price. The City reserves the right to award this bid in the best interest of the City utilizing one vendor for both types of material (CA-7 and CA-6).

***Alternate Pricing not tied to this bid

CA-5, 1-1/2" CRUSHED LIMESTONE	100 TONS	\$ <u>/</u>
FA-2, TORPEDO SAND	400 TONS	\$ <u>14.85</u>
CM-16, 3/8" WASHED STONE	50 TONS	\$ <u>/</u>
CA-16, 3/8" WASHED STONE	50 TONS	\$ <u>/</u>
CA-16 #4 PEA GRAVEL	50 TONS	\$ <u>16.00</u>
FA-1 OR FA-6 TRENCH BACKFILL SAND	100 TONS	\$ <u>9.25</u>
CA-1, 3"	100 TONS	\$ <u>16.00</u>
SHOT ROCK ("RIP-RAP") 6"-12", RR-3	100 TONS	\$ _____
SHOT ROCK ("RIP-RAP") 8"-12", RR-5	100 TONS	\$ _____

ALL PRICES ARE FIRM THROUGH APRIL 30, 2018.

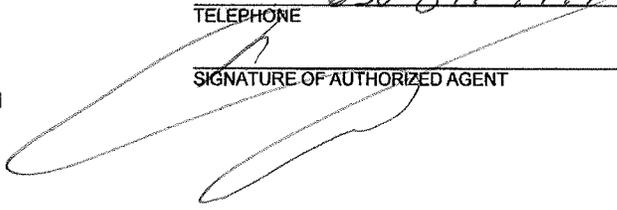
I propose to furnish the City of St. Charles stone and gravel material at above prices delivered (including cartage) per ton, to various locations within the City limits, for the 2017/18 Construction Season.

I certify that this Proposal has been arrived at independently and has been submitted without collusion with any vendor of materials or supplies.

VIKING BROS INC
COMPANY

 ADDRESS VIKING BROS. INC.
1665 EASTWOOD DR.
CITY STATE ZIP AURORA, IL 60506

TELEPHONE 630 897-7799


SIGNATURE OF AUTHORIZED AGENT

Bid Information\Proposal\2017 STONE Gravel DelvrdProposal

**SECTIONS III-IV
PROPOSAL FORM (STONE/GRAVEL DELIVERED)
2017-2018**

<u>TYPE OF MATERIAL</u>	<u>QUANTITY</u>	<u>PRICE (PER TON)</u>
CA-7, 3/4" CRUSHED LIMESTONE	2000 TONS	\$ <u>20.10</u>
CA-6, GRADE 8, CRUSHED LIMESTONE	1000 TONS	\$ <u>15.35</u>

The City will review this bid, and account for both charges averaging the best price presented. The quantities are estimated and only provided to establish a unit price. The City reserves the right to award this bid in the best interest of the City utilizing one vendor for both types of material (CA-7 and CA-6).

 ***Alternate Pricing not tied to this bid

CA-5, 1-1/2" CRUSHED LIMESTONE	100 TONS	\$ <u>22.95</u>
FA-2, TORPEDO SAND	400 TONS	\$ <u>No Bid</u>
CM-16, 3/8" WASHED STONE	50 TONS	\$ <u>No Bid</u>
CA-16, 3/8" WASHED STONE	50 TONS	\$ <u>35.00</u>
CA-16 #4 PEA GRAVEL	50 TONS	\$ <u>No Bid</u>
FA-1 OR FA-6 TRENCH BACKFILL SAND	100 TONS	\$ <u>16.10</u>
CA-1, 3"	100 TONS	\$ <u>22.10</u>
SHOT ROCK ("RIP-RAP") 6"-12", RR-3	100 TONS	\$ <u>40.00</u>
SHOT ROCK ("RIP-RAP") 8"-12", RR-5	100 TONS	\$ <u>50.00</u>

ALL PRICES ARE FIRM THROUGH APRIL 30, 2018.

I propose to furnish the City of St. Charles stone and gravel material at above prices delivered (including cartage) per ton, to various locations within the City limits, for the 2017/18 Construction Season.

I certify that this Proposal has been arrived at independently and has been submitted without collusion with any vendor of materials or supplies.

Vulcan Construction Materials, LLC
COMPANY

1000 E Warrenville Rd. Suite 100
ADDRESS

Naperville, IL 60563
CITY, STATE, ZIP

630-955-8500
TELEPHONE


SIGNATURE OF AUTHORIZED AGENT

Bid Information\Proposal\2017 STONE Gravel DelvrdProposal



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 5.r

Title:	Recommendation to Award the Bid for Asphalt Materials
Presenter:	AJ Reineking

Meeting: Government Services Committee Date: March 27, 2017

Proposed Cost: \$82,038.00 Budgeted Amount: \$90,000.00 Not Budgeted:

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

On February 23, 2017, the Purchasing Division issued the annual Invitation to Bid to provide asphalt material for roadway and parking lot patching and repair programs. The City received three responses to this bid solicitation.

The Public Services Division utilizes asphalt materials for in-house maintenance to patch roadways throughout the year, and to restore roadways after underground infrastructure repairs.

Plote Construction, Inc. of Hoffman Estates, IL submitted the lowest responsive bid. The City has utilized material from Plote in the past and found the material to meet the City's standards.

Attachments *(please list):*

* Bid Tabulation * Bid Document * Bid Price Sheets

Recommendation/Suggested Action *(briefly explain):*

Recommendation to award the bid for the provision of asphalt materials to Plote Construction, Inc. in the submitted bid rate, with an anticipated annual cost of \$82,038.00.

Asphalt Materials Bid Tabulation
GSC: March 27, 2017

Type of Material	Est. Qty.	Plote Construction Inc. Hoffman Estates, IL		Builders Asphalt Elburn, IL		Superior Asphalt Materials North Aurora, IL	
		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Surface Mix (ton)	1,000	\$ 51.00	\$ 51,000.00	\$ 56.00	\$ 56,000.00	\$ 58.50	\$ 58,500.00
B.A.M Binder (ton)	500	\$ 50.00	\$ 25,000.00	\$ 54.00	\$ 27,000.00	\$ 54.50	\$ 27,250.00
Cold Mix (per ton)	50	\$ 120.00	\$ 6,000.00	No Bid	No Bid	\$ 110.00	\$ 5,500.00
U.P.M. (per ton)	50	No Bid	No Bid	\$ 125.00	\$ 6,250.00	\$ 129.50	\$ 6,475.00
T.A.C (per 5-gallon bucket)	1	\$ 38.00	\$ 38.00	\$ 60.00	\$ 60.00	\$ 75.00	\$ 75.00
Dumping Fee per Ton - Asphalt		No Charge		\$ 5.00		No Charge	
Dumping Fee per Ton - Concrete		No Charge		No Bid		No Charge	
Total			\$ 82,038.00		\$ 89,310.00		\$ 97,800.00

INVITATION TO BID
AND
SPECIFICATIONS
FOR

2017/18 Asphalt

CITY OF ST. CHARLES
ILLINOIS
2017

SPECIFICATION #170224

BID OPENING: February 24, 2017

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SPECIFICATION #170224

BID OPENING : February 24, 2017

SECTION I
NOTICE TO BIDDERS

Sealed bids will be received at the Office of the Purchasing Manager, Two East Main Street, St. Charles, Illinois, **no later than 2:00 p.m., Friday, February 24, 2017, for 2017/18 Asphalt Bid.**

Bids will be opened publicly and read aloud in the Council Chambers at 2:00 p.m., Friday, February 24, 2017.

Bids are available via the City Website. Alternatively, specifications and bidder information may be obtained at the Office of the Purchasing & Inventory Control Division 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 and include the Bid Project Name." Include a return address on both envelopes. Bids received after the specified time and date will be returned unopened. Bids shall be on City of St. Charles bid form and shall be returned attached to the original specification sheets. Copies are not acceptable. **All bids submitted are binding 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 and/or the Purchasing Manager's designee to the successful bidder.
- D. The City of St. Charles reserves the right to waive minor specification deviations and reject any or all bids, and to accept the bid, which is in the opinion of the City Council, the lowest conforming bid from a responsible bidder as defined by state law and Sec. 2.33.230 of the St. Charles Municipal Code.
- E. All bids must be quoted on the basis of delivery to the City's Inventory and Purchasing Division, 200 Devereaux Way in St. Charles, IL. The price shall be stated in units and bids made on each item separately. In case of conflict, the unit price shall govern. The City reserves the right to award the bid in aggregate or on individual items.
- F. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful bidder.
- G. All taxes, storage, handling and delivery costs incurred prior to receipt of the material by the City must be assumed by the successful bidder. The City of St. Charles is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, Federal Excise Tax, and Municipal Retailer's Occupation Tax.

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

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

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

- H. If applicable, material is to be delivered on a flatbed trailer and ready to be unloaded from the side of the trailer without driving a forklift onto the trailer. Advance notice of 48 hours is required by calling 630-377-4421. Deliveries can be made to the City between the hours of 7:00 a.m. - noon and 12:30 p.m. - 3:30 p.m.
- I. Each bidder shall make an accurate statement in the proposal of the smallest number of calendar days in which delivery can be made after placement of the order.
- J. Any firm bidding this/these unit(s) must have a full service shop which includes parts and service mechanics capable of making any adjustments or repairs as may be required. The firm must also have service truck capabilities.
- K. Materials will be paid within 30 days of receipt/acceptance of same and receipt of invoice, or if a discount is allowed and is advantageous to the City, within five (5) days of receipt/acceptance of same and receipt of the invoice. Bids will be evaluated on both thirty (30) day and discount pricing.

REQUIRED _____ NOT REQUIRED X _____

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

REQUIRED _____ NOT REQUIRED X _____

2. **MATERIALS:**

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

3. **BID RESULTS:**

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

4. **ADDENDUM**

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

5. **BID DEPOSIT**

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

REQUIRED _____ NOT REQUIRED X _____

6. **PERFORMANCE & PAYMENT BONDS**

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

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

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

REQUIRED _____ NOT REQUIRED X _____

7. **GENERAL GUARANTY**

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

8. **ASSIGNMENT**

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

9. **DEFAULT**

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

10. **INSURANCE**

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

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

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

REQUIRED X NOT REQUIRED _____

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

REQUIRED _____ NOT REQUIRED X

11. **CERTIFICATE OF COMPLIANCE**

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

12. **HEALTH AND SAFETY ACT**

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

13. **PREVAILING WAGE RATE**

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

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

- A. Such records are true and accurate;
- B. The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- C. The bidder or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

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

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

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

15. **RELEASE OF BID DEPOSITS**

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

16. **EQUAL OPPORTUNITY EMPLOYER**

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

17. **VETERANS PREFERENCE**

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

18. **CERTIFICATE OF NON-DISQUALIFICATION**

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

19. **PROVISIONS OF ST. CHARLES MUNICIPAL CODE**

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

20. **SURVIVAL**

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

21. **CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS**

All bidders are required to submit a completed Certificate of Compliance with Safety Standards (attached).

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

All bidders are required to submit a completed Certificate of Compliance with Public Act 87-1257 of the Illinois Human Rights Act (attached).

23. **WAIVERS OF MECHANICS LIEN**

A. With each application for payment, submit waivers of mechanics liens from the bidder, subcontractors, and suppliers for the construction period covered by the current application. Payment will not be released until the bidder has supplied the City with the waiver of liens.

1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. The City reserves the right to designate which entries involved in the work must submit waivers.
4. Waiver Delays: submit each application for payment with the bidder's waiver of mechanics lien for the period of construction covered by the application.

A. Initial application for payment: administrative actions and submittals, that must precede or coincide with submittal of the first application for payment, include the following:

1. List of subcontractors.
2. List of principal suppliers and fabricators.
3. Schedule of values.

REQUIRED _____ NOT REQUIRED X _____

**SECTION IV
ASPHALT
PROPOSAL FORM**

NOTE: We will evaluate all Proposals, and make every effort to follow the low Proposal, but if a job dictates using a different vendor, we will use an alternative vendor.

<u>TYPE OF MATERIAL</u>	<u>QUANTITY</u>	<u>PRICE PER TON</u>
Surface Mix*	1,000 Tons	\$ <u>56.00</u>
B.A.M./Binder	500 Tons	\$ <u>54.00</u>
Cold Mix (Silo-warm all year)	50 Tons	\$ <u>NOT SILO STORED</u>
U.P.M.	50 Tons	\$ <u>125.00</u>
T.A.C.	5 Gal. Pail	\$ <u>60.00</u>
Dumping fee (per ton) for old asphalt brought in for recycling.		\$ <u>5</u>
Dumping fee (per ton) for old concrete brought in for recycling.		\$ <u>NO BID</u>

* Must meet specifications of "Standard Specifications for Road and Bridge Construction" Department of Transportation of the State of Illinois.

**ALL PRICES ARE FIRM THROUGH APRIL 30, 2018.
ALL PRICES ARE DELIVERED TO 18 MILE RADIUS.**

Location of Mixing Plant:

I propose to furnish the City of St. Charles bituminous material at above prices (F.O.B. mixing plant) for the 2017/18 Construction Season, and in accordance with conditions outlined in the enclosed documents.

I certify that this Proposal has been arrived at independently and has been submitted without collusion with any vendor of materials of supplies.

BUILDERS ASPHALT, LLC
COMPANY

45W225 Main St.
ADDRESS

Elburn, IL 60129
CITY, STATE, ZIP

847-469-9000
TELEPHONE


SIGNATURE OF AUTHORIZED AGENT

services/2007 Asphalt Quote

**SECTION IV
ASPHALT
PROPOSAL FORM**

NOTE: We will evaluate all Proposals, and make every effort to follow the low Proposal, but if a job dictates using a different vendor, we will use an alternative vendor.

<u>TYPE OF MATERIAL</u>	<u>QUANTITY</u>	<u>PRICE PER TON</u>
Surface Mix*	1,000 Tons	\$ <u>51⁰⁰</u>
B.A.M./Binder	500 Tons	\$ <u>50⁰⁰</u>
Cold Mix (Silo-warm all year)	50 Tons	\$ <u>120⁰⁰</u>
U.P.M.	50 Tons	\$ <u>No BID</u>
T.A.C.	5 Gal. Pail	\$ <u>38⁰⁰</u>
Dumping fee (per ton) for old asphalt brought in for recycling.		\$ <u>No CHARGE</u>
Dumping fee (per ton) for old concrete brought in for recycling.		\$ <u>No CHARGE</u>

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I certify that this Proposal has been arrived at independently and has been submitted without collusion with any vendor of materials of supplies.

Plote Construction Inc.

COMPANY

1100 Brandt Drive

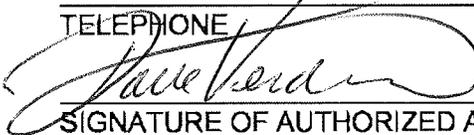
ADDRESS

Hoffman Estates, IL 60192

CITY, STATE, ZIP

847-695-9300

TELEPHONE



SIGNATURE OF AUTHORIZED AGENT

Dave Verdico, Asphalt Mgr.

services/2007 Asphalt Quote

**SECTION IV
ASPHALT
PROPOSAL FORM**

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<u>TYPE OF MATERIAL</u>	<u>QUANTITY</u>	<u>PRICE PER TON</u>
Surface Mix*	1,000 Tons	\$ <u>58.50</u>
B.A.M./Binder	500 Tons	\$ <u>54.50</u>
Cold Mix (Silo-warm all year) (Not Silo Stored)	50 Tons	\$ <u>110.00</u>
U.P.M.	50 Tons	\$ <u>129.50</u>
T.A.C.	5 Gal. Pail	\$ <u>75.00</u>
Dumping fee (per ton) for old asphalt brought in for recycling.		\$ <u>N/C</u>
Dumping fee (per ton) for old concrete brought in for recycling.		\$ <u>N/C</u>

* Must meet specifications of "Standard Specifications for Road and Bridge Construction" Department of Transportation of the State of Illinois.

**ALL PRICES ARE FIRM THROUGH APRIL 30, 2018.
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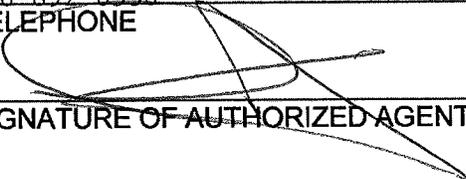
I certify that this Proposal has been arrived at independently and has been submitted without collusion with any vendor of materials of supplies.

Superior asphalt Materials, LLC
COMPANY

216 E. Butterfield
ADDRESS

N. Aurora, IL 60542
CITY, STATE, ZIP

630-892-6536
TELEPHONE


SIGNATURE OF AUTHORIZED AGENT

services/2007 Asphalt Quote