

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

**MONDAY, SEPTEMBER 23, 2019, 7:00 P.M  
CITY COUNCIL CHAMBERS  
2 E. MAIN STREET, ST. CHARLES, IL 60174**

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. ADMINISTRATIVE**

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

**4. OMNIBUS VOTE**

**Items with an asterisk (\*)** are considered to be routine matters and will be enacted by one motion. There will be no separate discussion on these items unless a council member/citizen so requests, in which event the item will be removed from the consent agenda and considered in normal sequence on the agenda.

**5. PUBLIC WORKS DEPARTMENT**

- \*a. Recommendation to approve a Resolution Endorsing the Metropolitan Mayors Caucus' Greenest Region Compact II.
- b. Recommendation to award the Bid for Snow and Ice Removal Services for the 2019/2020 Winter Season.
- c. Presentation of 2019/2020 Snow and Ice Control Program.
- \*d. Recommendation to approve the Sale of Items of Personal Property Owned by the City of St. Charles via an Online Auction to the Highest Bidder.
- e. Recommendation to approve Consultant Contract for Phase I Design of the Widening and Reconstruction of Kautz Road.
- \*f. Recommendation to approve Limited License Agreement with Everstream GLC Holding Company, LLC for Fiber Installation within St. Charles Rights-of-Way.

- \*g. Recommendation to approve Pole Attachment Agreement with Everstream GLC Holding, LLC.
- \*h. Recommendation to approve Purchase Order with UtiliWorks Consulting LLC for Advanced Metering Infrastructure Project.
- \*i. Recommendation to approve Professional Service Agreement for the Tyler Road and Production Drive Water Main Improvement Project.
- j. Recommendation to approve an Ordinance Authorizing the City of St. Charles to borrow funds from the IEPA Water Pollution Control Loan Program.

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



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 3.a

Title: Electric Reliability Report – Information Only

Presenter: Tom Bruhl

Meeting: Government Services Committee

Date: September 23, 2019

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

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

For Information Only.

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

August 2019 Outage Report

August 2019 Streetlight Repair Report

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

For information only.

**City of St. Charles  
August 2019 Outages**

OUTAGE No.	DATE	TIME OFF	TIME ON (Min)	AREA AFFECTED	CIRCUIT No.	CAUSE/RESPONSE	NO. OF CUST.	OUTAGE MINUTES	MAJOR CATEGORY	SUB CATEGORY
1	8/13/2019	2:19 PM	0	Northeast side of town, Bay 3 @ Sub 7.	13167	Instantaneous breaker trip on ComEd Line 13167. Found to be tree contact east side of Powis, south of Route 64. Tree trimmed.	642	0	ComEd	13167
2	8/18/2019	7:54 AM	0	Large sections of the NW quadrant + the residential area in the SW quadrant bounded by Main on the North, 10th Street on the East, Prairie Street on the South, and Randall Road on the West.	57736	ComEd loss of line during storm. ComEd line reclosed after momentary to restore customers.	2521	0	ComEd	57736
3	8/18/2019	8:08 AM	36	Six circuits involved, difficult to define boundaries. Large sections of the SE quadrant and a small portion of the NE quadrant. All of Swift at 410 S. Kirk.	11167	ComEd loss of line during storm. Line reclosed several times attempting to restore, but locked out at 8:08 causing sustained outage. Internally switched around 11167, moved load to 13155 & 13156. Cause was not found, believed to be wildlife contact just north of the West Chicago station.	643	23,148	ComEd	11167
4	8/23/2019	1:18 PM	0	NE side of town, Target, Pheasant Run, Charlestown Mall, East HS	13167	OA/RA on 13167. 15 second outage. Patrolled line at substation 7. No issues found within City limits. ComEd investigated and found mylar balloon contact near Hawthorne Lane in West Chicago.	1405	0	ComEd	13167
5	8/25/2019	2:37 AM	0	State Ave., Hunt Club, E. Main St., State St., Tyler Rd., NW and NE side of town.	315/316	Instantaneous breaker trip and reclose. Lightning arrester behind 812 E. Main St. on a pole with a normal open between 311 and 316. Isolated arrester.	730	0	Equipment	Arrester
5	8/25/2019	2:37 AM	0	7th Ave., Riverside Ave., SE side of town (residential).	311/312	Instantaneous breaker trip and reclose. Lightning arrester behind 812 E. Main St. Isolated arrester.	1447	0	Equipment	Arrester
6	8/25/2019	9:35 AM	50	Madison, Jefferson, Van Buren, S. 6th Ave., Jackson.	311	No power. Squirrel blew lateral fuse at 7th & Madison Ave. Removed squirrel and re-fused lateral.	54	2,700	Animal	Squirrel
7	8/26/2019	12:04 PM	106	3810 Stern Ave.	513	Broken cutout, blown fuse, and burnt equipment arm. Changed out 3Ø equipment arm, arresters, and cutouts. Re-energized, checked voltage and rotation.	1	106	Equipment	Switch
<b>Total of Interrupted Minutes</b>								<b>25,954</b>		
<b>Total SAIDI*</b>									<b>1.656</b>	
Total of ComEd Interrupted Minutes								<b>23,148</b>		
Total SAIDI without ComEd									<b>0.179</b>	
*System Average Interruption Duration Index (SAIDI)										

# Streetlight Repair Report

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

<b>Fiscal Year</b>	<b>Number of Lights Repaired</b>	<b>Average Days to Repair</b>
2019	873	5.7

## 2020

<b>Month Light Was Repaired</b>	<b>Number of Lights Repaired</b>	<b>Average Days to Repair</b>
May	27	10.0
June	27	5.7
July	24	6.1
August	27	7.2
September		
October		
November		
December		
January		
February		
March		
April		



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 3.b

Title: Natural Resources Commission Minutes – Information only

Presenter: AJ Reineking

Meeting: Government Services Committee

Date: September 23, 2019

Proposed Cost: \$ n/a

Budgeted Amount: \$

Not Budgeted:

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

A duty of the Natural Resources Commission is to advise and consult with the Government Services Committee. The August 8, 2019 Natural Resources Commission meeting minutes are attached.

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

\* Natural Resources Commission Minutes – August 2019 meeting minutes.

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

For information only.

**MINUTES  
CITY OF ST. CHARLES  
NATURAL RESOURCES COMMISSION MEETING  
RALPH GRATHOFF, CHAIRMAN  
AUGUST 8, 2019**

**Members Present:** Chairman Ralph Grathoff, Isabella Bernat, Kathy Brens, Tom Galante, Heather Goudreau, Lee Haggas, Jillian Leturno, Suzi Myers, Loren Nagy, Claire Norman, Pam Otto

**Members Absent:** Jon Duerr, Chloe Fanning, Ryan Johnson, Caroline Wilfong

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

**Visitors Present:** None.

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

The meeting was convened by Chair. Grathoff at 7:01 p.m.

**2. Introduction of Visitors, Comments and Concerns**

None.

**3. Minutes Review and Approval**

Motion to approve and place into the public record the minutes of the July 11, 2019 Natural Resources Commission [NRC] meeting. Motion by Comm. Brens, second by Comm. Myers to approve the minutes. Voice vote: unanimous; nays – none. Motion carried at 7:02 p.m.

**4. Old Business**

**A. Storm Drain Markers**

Comm. Goudreau reported an additional twenty-two storm drain markers were installed on July 18, 2019. The next installations are scheduled for Tuesday, August 20, 2019.

**B. Greenest Region Compact II**

Mr. Reineking informed the NRC the Greenest Region Compact II [GRC] resolution would be on the agenda for the city's Government Services Committee meeting on Monday, September 23, 2019.

**C. Tree Inventory Status**

As a follow-up to Comm. Nagy's inquiry at the July 11, 2019 NRC meeting, Ms. D'Argento updated the Commissioners the status of the city's parkway tree inventory. The tree inventory is in the final phase [phase four of four] and should be completed by October 2019. Tree inventory data has been updated as each phase was completed. The three-year inventory project was made possible through a grant from the Morton Arboretum. Inventory data will be made available to the NRC upon completion.

**5. New Business**

Comm. Bernat will be leaving for college and will no longer serve as a member of the Commission after the August 2019 meeting. Chair. Grathoff recognized Comm. Bernat for her service and participation as one of the first student members of the NRC. Comm. Bernat thanked the NRC and city staff for the opportunity to serve on the Commission. All present congratulated Comm. Bernat and wished her well as she pursues a degree in conservation biology out of state.

**6. Committee Reports**

**A. Education Committee**

Comm. Myers reported she recently visited Washington Island in Door County, Wisconsin, and had seen trees with Beech bark disease in the area's forests. Comm. Myers distributed photos and information to the NRC and city staff regarding Beech bark disease, which kills infected trees. There are approximately forty Beech trees in the city's current tree inventory, and the NRC and city forestry staff should be aware of this problem. Comm. Brens inquired as to preventing Beech bark disease; Comm. Myers responded that not moving firewood across state lines is a means of prevention. Comm. Nagy stated approximately 90% of tree diseases/infestations occur due to the introduction of non-native pests that infest native plants and due to non-native plants being grown in the area. Comm. Goudreau noted these types of occurrences may be more frequent now because the population is more mobile.

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

Comm. Otto informed the NRC that Comm. Johnson is licensed to apply herbicide and he is in the process of being authorized to apply herbicide on Park District property.

**C. New Committee**

Comm. Goudreau reported Lakeshore Recycling Services has agreed to donate one dumpster for the NRC's pumpkin recycling event on November 2, 2019.

**7. Public Services Division Tree Activity Reports July 2019**

Motion to approve and place into the public record the Public Services Division Tree Activity Reports for the month of July 2019. Motion by Comm. Myers, second by Comm. Nagy. Voice vote: unanimous; nays – none. Motion carried at 7:27 p.m.

**8. Additional Items**

**A. Commissioners**

Comm. Brens reported she was recently informed that one of the Maple trees in the parkway at her home has "burning blight," a bacterial infection. Comm. Nagy reported he has seen this problem periodically but not on a widespread basis. The city arborist is already scheduled to inspect the parkway trees at Comm. Brens address; the inspection should be completed within a few days.

Comm. Norman stated she will be a member of her high school's Eco Club this upcoming school year and offered to have volunteers from the club participate in clean-ups, the pumpkin recycling event, etc.

Comm. Otto provided information regarding the International Day of Peace on Saturday, September 21, 2019. The Fox Valley Jewish Neighbors are involved in this event and contacted Comm. Otto regarding the NRC's participation on an environmental panel from the tri-cities area. Chair. Grathoff and/or Comm. Otto may participate on the environmental panel in connection with the GRC.

Comm. Goudreau noted the Friends of the Fox clean-up is also scheduled for Saturday, September 21, 2019. Volunteers are needed for this event.

**B. City Staff**

None.

**C. Adjournment**

Motion to adjourn the meeting. Motion by Comm. Myers, second by Comm. Brens. Voice vote: unanimous; nays – none. Motion carried at 7:35 p.m.



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: \*5.a

Title: Recommendation to Approve a Resolution Endorsing the Metropolitan Mayors Caucus' Greenest Region Compact II

Presenter: Chris Adesso

Meeting: Government Services Committee

Date: September 23, 2019

Proposed Cost: \$N/A

Budgeted Amount: \$N/A

Not Budgeted:

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

In February of 2008 the City of St. Charles endorsed the Metropolitan Mayors Caucus' (MMC) Greenest Region Compact by authorizing Mayor Donald DeWitte to sign a resolution supporting the MMC's environmental practices by collaboratively working with other members of the MMC and adopting the Caucus' goal of addressing Global environmental sustainability issues at the local level. The City has been using these principles as a guide when making decision and setting policy over the last 11 years.

Recently the Metropolitan Mayor Caucus has update the Compact with current ideas, practices and theory and are asking that member communities renew their commitments to the compact through the Greenest Region Compact II resolution. The attached Compact Framework Spreadsheet highlights many of the goals and mission of the update Compact.

This information was presented to the City's Natural Resources Commission and the NRC provided an unanimous motion of support for the City's participation in the GRC II.

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

\* Resolution \* Compact Framework

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

Recommendation to Approve a Resolution Endorsing the Metropolitan Mayors Caucus' Greenest Region Compact II.

## **Endorsing the Metropolitan Mayors Caucus' Greenest Region Compact**

**WHEREAS**, the Metropolitan Mayors Caucus provides a forum for the chief elected officials of the Chicago region to develop consensus and act on common public policy issues and multi-jurisdictional challenges; and

**WHEREAS**, the Metropolitan Mayors Caucus' participating Mayors and their communities have a history of environmental stewardship, from energy efficiency, water conservation, urban forestry, and participation in Clean Air Counts; and

**WHEREAS**, it is important for Mayors and local governments throughout the United States to take leadership roles to advance sustainability both in their own communities and in concert with regional, national and global initiatives; and

**WHEREAS**, the Metropolitan Mayors Caucus created the Greenest Region Compact to address environmental sustainability issues of global importance at the local level; and

**WHEREAS**, the Greenest Region Compact, an update to the original pledge and sometimes referred to as the Greenest Region Compact 2, is built on important environmental initiatives already underway in communities, in partnership with many non-profit, state, regional and national organizations; and

**WHEREAS**, the Greenest Region Compact synthesizes sustainability goals already adopted by leading communities in the region; and these consensus goals align with common regional, state, national and global objectives; and

**WHEREAS**, the Greenest Region Compact offers a companion Framework to guide communities of all sizes and strengths to assess their current efforts; develop a sustainability plan suited to local priorities; and will offer resources to help them succeed; and

**WHEREAS**, the consensus goals of the Greenest Region Compact will guide coordinated efforts toward enhanced quality of life for residents; protection and stewardship of the environment and sustainable economic vitality.

**NOW, THEREFORE, BE IT RESOLVED** that the City of St. Charles, Illinois endorses the Greenest Region Compact proposed by the Metropolitan Mayors Caucus and agrees to work to achieve them, both in their own communities and in collaboration throughout the region.



COLLABORATING FOR SUSTAINABLE COMMUNITIES

The member municipalities of the Metropolitan Mayors Caucus seek a vibrant, sustainable future for their communities and the greater Chicago region. The consensus goals of the Greenest Region Compact aim for enhanced quality of life for residents; protection and stewardship of the environment and sustainable economic vitality.

To become the most sustainable and successful region in the United States, they, therefore, support the following consensus goals of the Greenest Region Compact and agree to work to achieve them, both in their own communities and in collaboration throughout the region:



### **Climate**

- Reduce greenhouse gas emissions
- Maintain clean and healthful air
- Develop resiliency to climate change impacts
- Engage the community in climate change mitigation and adaptation



### **Economic Development**

- Promote innovation and a competitive workforce
- Cultivate local and sustainable development, jobs, and businesses



### **Energy**

- Use energy for buildings and facilities efficiently
- Advance renewable energy
- Reduce energy consumption
- Enact policies that support clean energy
- Engage the community in clean energy practices



### **Land**

- Encourage strategic development that upholds sustainability principles
- Conserve, restore and enhance natural features and ecosystems
- Support networks of accessible well-used and enjoyable parks
- Sustain a robust urban forest canopy
- Sustain beautiful landscapes that provide ecosystem services
- Achieve greater livability through sustainable land use and housing policies
- Cultivate a conservation ethic in the community



### **Leadership**

- Enlist support for GRC2 goals through regional, state and national leadership
- Advocate for policies that align with and advance the GRC2
- Work collaboratively towards a sustainable region



### **Mobility**

- Support safe and effective active transportation
- Maintain a diverse, safe, and efficient transportation network
- Support efficient transportation that uses resources wisely
- Integrate sustainability into transportation policies, programs, and regulations
- Promote public and sustainable transportation choices



### **Municipal Operations**

- Lead by demonstrating sustainable values and practices
- Integrate sustainability into all municipal operations
- Operate a safe, clean and efficient fleet
- Collect and manage data to advance sustainability



### **Sustainable Communities**

- Promote cultural vibrancy in the community
- Foster a culture of health, safety, and wellness
- Increase access to sustainably grown local food
- Sustain community principles that are welcoming, inclusive and equitable
- Promote a sustainable identity for the community
- Ensure local policies and codes support sustainability
- Cultivate community values based on principles of sustainability



### **Waste & Recycling**

- Support sustainable material management
- Recycle materials across all sectors
- Divert waste from landfills
- Enact policies that cause sustainable material management
- Engage the community in waste reduction and recycling



### **Water**

- Use and distribute water efficiently
- Protect and improve and water quality
- Manage water system assets sustainably
- Optimize the use of natural and built systems to manage stormwater
- Practice stewardship of water resources
- Enact policies to protect water resources
- Engage the community in water stewardship



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 5.b

Title:

Recommendation to Award the Bid for Snow and Ice Removal Services for the 2019/2020 Winter Season

Presenter:

AJ Reineking

Meeting: Government Services Committee

Date: September 23, 2019

Proposed Cost: \$157,000

Budgeted Amount: \$157,000

Not Budgeted:

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

The Public Works Department is responsible for snow and ice control on City properties and roadways throughout the community. To accomplish this task, contractors are used to supplement City staff in snow removal efforts in specific applications as conditions warrant.

For the last several seasons, the City has utilized the services of up to seven different contractors per year to maintain parking lots, sidewalks, alleys, and eight cul-de-sac routes. In addition, the time required to complete contractor routes was reduced from six hours to four, and rates were requested for large dump trucks to plow geographic routes throughout the City.

On September 5, 2019, bids were opened for Snow & Ice Removal Services for the upcoming winter season. This advertisement furnished four competitive bids (Tovar Snow Professionals indicated that they were only interested in main route driving, which is completed with Public Works staff and was not specified in this scope). In addition to rates, bidders were asked to identify which work they were capable of performing, given their equipment and staffing availability throughout the season.

As in previous contracts for these services, the compilation of all four bids, based on each vendor's indicated capability and availability, is required to meet the needs of the City for the upcoming snow season. The attached bid tabulation identifies the recommended assignments based on each bidder's indicated available resources.

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

\* Bid Tabulation

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

Recommendation to award the bid for Snow and Ice Control Services to Skyline Tree Service, Clean Sweep Environmental, Countywide Landscaping, and Cornerstone Partners in the submitted bid rates, cumulatively not to exceed the budgeted amount of \$157,000.

**Snow Removal Services 2019/20 Base Bid**

<b>Equipment</b>	<b>CSE</b>	<b>Tovar</b>	<b>Countywide</b>	<b>Skyline</b>	<b>Cornerstone</b>
	Parking Lots/ New PD	Main Routes*	Yellow, Emerald, Alley	Orange, Green, Brown	Blue, Purple, Red
Semi/Bomber	125	155	no bid	no bid	175
Tandem Axle Dump (6 wheeler)	110	125	150	no bid	165
Single Axle Dump (3-Ton)	95	120	100	no bid	145
Dump Truck (1 - Ton)	95	115	50	no bid	135
4WD Utility Truck (4WD Pickup)	95	115	110	108	125
Articulated Front End Loader	150	245	110	no bid	258
Backhoe	150	195	110	no bid	258
Skidsteer	125	130	125	no bid	125
Sidewalk Snow Removal	na	40	no bid	no bid	81.3

<b>Alternate Pricing Items</b>	<b>CSE</b>	<b>Tovar</b>	<b>Countywide</b>	<b>Skyline</b>	<b>Cornerstone</b>
White Bulk Road Salt (Est 250 Ton)	no bid	220	150		160
Percent(%) increase for 2021/22 Snow Season	no bid	2%	5%	2.80%	3%
Percent(%) increase for 2022/23 Snow Season	no bid	2%	7%	2.80%	3%

\*Main Routes Outside of Scope



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 5.c

Title:

Presentation of 2019/2020 Snow and Ice Control Program

Presenter:

AJ Reineking

Meeting: Government Services Committee

Date: September 23, 2019

Proposed Cost: Presentation Only

Budgeted Amount:

Not Budgeted:

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

A brief presentation will be made to update the Committee regarding the City's snow and ice remediation program prior to the 2019/2020 winter season.

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

N/A

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

No formal recommendation or action required.



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: \*5.d

Title: Recommendation to Approve the Sale of Items of Personal Property Owned by the City of St. Charles via an Online Auction to the Highest Bidder

Presenter: AJ Reineking

Meeting: Government Services Committee

Date: September 23, 2019

Proposed Cost: \$

Budgeted Amount: \$

Not Budgeted:

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

We are seeking approval to sell items of personal property owned by the City of St. Charles via an online auction site.

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

\* List of auction items

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

Recommendation to approve the Sale of Items of Personal Property owned by the City of St. Charles via an online auction to the highest bidder.

## Auction List

6 iPhone 6

1 ZTE Quartz watch

17 Megaboom speakers

10 Beat Solo headphones

5 iPhone screen savers

1 Hummingbird Helix 12 GPS

2 Lowrance HDS-10 GPS

1 lot plastic cases

2 Microscopes w/ lens

1 lot stuffed animals

3 Samsung phones

2 X Box Video games

3 Fitbit Blaze watches

18 Misc. GPS devices

Vehicle #1895 – 2014 Chevrolet Tahoe

Vehicle #1747 – 2012 Ford Escape

Vehicle #1773- 2012 Ford Escape

Vehicle #2150 – 1974 Forte Trailer

Vehicle #2153 – 1989 Inste Trailer

Vehicle #1884 – 2014 Chevrolet Tahoe

Vehicle #1869 – 2011 Chevrolet Tahoe

Vehicle #1900 – 2014 Dodge Charger



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 5.e

Title:

Recommendation to Approve Consultant Contract for Phase I Design of the Widening and Reconstruction of Kautz Road

Presenter:

Ken Jay

Meeting: Government Services Committee

Date: September 23, 2019

Proposed Cost: \$94,600

Budgeted Amount: \$192,000

Not Budgeted:

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

Kautz Road is a highly traveled collector roadway along the eastern boundary of St. Charles. Kautz Road serves as an eastern access to the City’s industrial park, commercial properties along E. Main Street, and as the primary access route to the DuPage Airport. While the majority of Kautz Road was resurfaced in 2016, the section between Commerce Drive and the southern City limit remains in poor condition and in need of reconstruction. Additionally, this section of Kautz Road is currently not classified as a truck route, causing confusion for truck drivers travelling the corridor. The widening of Kautz Road will increase the roadway cross section from a two-lane road to a three-lane section, which will match the pavement sections to the north and south, providing consistency throughout the corridor and setup the roadway section for future industrial development/growth. The project will also include the construction of a multi-use path that will connect the East Side Sports Complex to the Great Western Trail.

City staff intend on applying for grant funding to offset the cost of this project. The Surface Transportation Program (STP) revised its project ranking methodology in 2018, and now requires a phase I study to be underway in order to be eligible for grant funding. STP grants typically cover up to 75% of construction and construction engineering costs. Staff anticipates submitting this project for STP grant funding in March of 2020. If selected for funding, phase II engineering and construction will be planned in future fiscal years.

As this section of Kautz Road spans from St. Charles into Geneva, the two municipalities have worked cohesively to plan improvements to the roadway. The Cities utilized a multi-step process to select the most qualified consultant for the project, first requesting Statements of Interest (SOI) from consulting firms prior to short-listing firms to submit full Statements of Qualifications (SOQ). Twelve firms submitted SOIs, and five shortlisted firms submitted SOQs. A nine person review team, made up of staff from both St. Charles and Geneva, reviewed SOQs and ranked the firms based on project team experience, firm experience on similar projects, including successful grant funding assistance, consultant’s recognition of project objectives and problems and approach plan and schedule.

The most qualified consultant, as determined by average weighted ranking of all nine reviewers, is TranSystems Corporation of Schaumburg, IL. Hourly rates provided by TranSystems were consistent with similar design engineering contracts the City has administered in the past, and project man-hours were successfully decreased by staff during contract negotiation, providing a savings compared to the project budget. Staff recommends approving a design engineering services contract for phase I design of the widening and reconstruction of Kautz Road to the most qualified consultant, TranSystems Corporation of Schaumburg, Illinois, in an amount not to exceed \$94,600.

**Attachments** (please list):

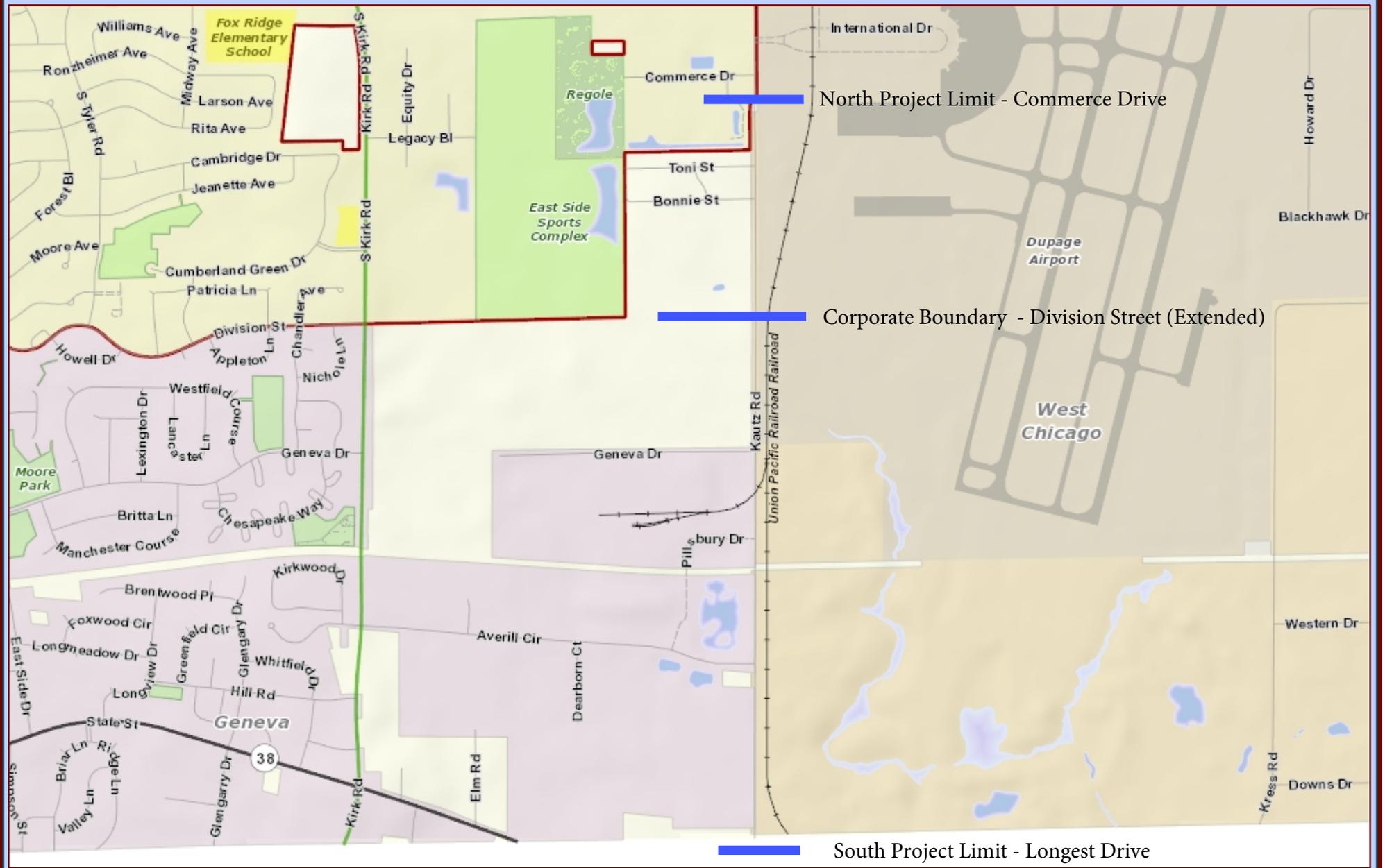
- \* Kautz Road Improvements - Location Map

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

Recommendation to approve a Design Engineering Services Contract for Phase I Design of the widening and reconstruction of Kautz Road, in an amount not to exceed \$94,600.



# Kautz Road Reconstruction & Widening



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  
Printed on: September 12, 2019 12:53 PM



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Powered by InRoads GIS



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: \*5.f

Title:

Recommendation to Approve Limited License Agreement with Everstream GLC Holding Company, LLC for Fiber Installation within St. Charles Rights-of-Way

Presenter:

Tom Bruhl

Meeting: Government Services Committee

Date: September 23, 2019

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted:

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

Everstream GLC Holding Company, LLC (Everstream) is a registered telecommunication utility with the Illinois Commerce Commission. As such, they have the right to install facilities in public rights-of-way. Everstream does not sell any programming “content” that would make them subject to a franchise, they sell simply the “point-to-point” communication services via leasing fiber.

Everstream approached the City to install fiber optic infrastructure through St. Charles. Similar to a previous telecommunications company, creating a Limited License Agreement between Everstream and the City would be the best way to process their request to place their private facilities in the public right-of-way. This license agreement insures that Everstream is responsible for locating the fiber if the City has a project digging near it. It also covers relocation of the fiber should the City have a roadway project that requires such.

The agreement is a slightly modified version of the previous agreement, that the City Attorney has approved the changes. Everstream has accepted the agreement as presented here.

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

\* Limited License Agreement

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

Recommendation to approve a Limited License Agreement with Everstream GLC Holding Company, LLC for Installation of Fiber in the City’s Rights-of-Way.

LIMITED LICENSE AGREEMENT

This Agreement made this \_\_\_\_\_ day of October, 2019 (hereinafter the “Effective Date”) by and between THE CITY OF ST. CHARLES, a municipal corporation of the State of Illinois, hereinafter referred to as “City”, and EVERSTREAM GLC HOLDING COMPANY LLC, a Delaware limited liability company , hereinafter referred to as “Licensee”.

W I T N E S S:

WHEREAS, the City of St. Charles and Licensee desire to establish a framework for Right-Of-Way use by the City of St. Charles under the terms and conditions set forth below;

WHEREAS, the conditions determining such Right-of-Way use shall depend upon the service requirements to be met by each party, including considerations of safety and economy;

WHEREAS, the City of St. Charles and the Licensee agree that it is in the interest of both parties to have orderly and coordinated use of Right-of-Way space;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto, their successors and assigns, do hereby agree as follows:

Section 1. Scope of Agreement.

This Limited License Agreement covers Rights-of-Way under the City of St. Charles jurisdictions for underground and / or aerial installations. Any hand-holes or access boxes shall be flush mount with existing grade.

Licensee shall be responsible to obtain any and all other permits, easements or agreements required by other jurisdictions or private property owners.

This Limited License Agreement expressly does not grant Licensee the rights to use public utility easements unless the Licensee is specifically named in such easement dedication.

Section 2. Specifications & Requirements.

A. Each installation shall be required to submit for a Right-of-Way permit.

1. This permit submittal shall include scaled drawings showing the proposed installation, method of installation, existing utilities, Right-of-Way limits, and restoration methods. The submittal must also include the engineer estimated cost of the installation.
2. Where road crossings are needed, open cutting of existing pavement areas should be avoided to the extent possible.

3. The City of St. Charles retains the right to “approve” or require modifications to the installation methods, installation location, and all details of the work prior to issuance of the permit to the Licensee. Licensee shall not begin work prior to receipt of an approved permit.
  4. Traffic control and protection shall be provided in accordance with the Illinois Department of Transportation “Standard Specifications for Road and Bridge Construction”, latest edition; the Illinois Department of Transportation “Standard Specifications for Traffic Control Items”, latest edition; and the Manual on Uniform Traffic Control Devices, latest edition. Any road or lane closures must be identified specifically on the permit submittal drawings.
  5. If greater than 1 acre of land is being disturbed, a Notice of Intent will need to be submitted through the Illinois Department of Natural Resources, which may also require a Stormwater Pollution and Prevention Plan (SWPPP) to be prepared.
  6. Soil erosion and sedimentation control shall be provided in accordance with City standards.
  7. In accordance with the engineer estimate, at the judgement of the City of St. Charles, the Licensee will be required to post a letter of credit prior to starting work. The purpose of this letter of credit is to ensure that the public Right-of-Way is restored satisfactorily or not otherwise damaged. Should the Licensee default on restoration or repair of the Right-of-Way, the City may use the Licensee funds to effect proper restoration or repair as necessary.
  8. Licensee is required to provide “as-built” drawings showing actual location of facilities with respect to Right-of-Way limits and other utilities. Drawings shall also include the depth of the installed facilities.
- B. For as long as the Licensee has facilities in the Right-of-Way, the Licensee shall be active members of the Joint Utility Locating Information for Excavators (JULIE, Inc) such that the City or other Contractors digging in the Right-of-Way will only need to contact JULIE to have the Licensee facilities located. Documentation shall be provided to the City indicating Licensee is an active member.
- C. The Licensee shall be responsible for the relocation of their facilities if such facilities interfere with future City needs. In the event that such relocation is deemed necessary by the City, the Licensee shall be responsible for all costs associated with the physical relocation of Licensee facilities. Said relocation shall require submittal of a Right-of-Way permit to ensure that the relocation is coordinated with the City needs.
- D. Licensee shall provide a 24 hour emergency number for the City to use in emergencies related to Licensee facilities.

- E. Any flush mounted hand-holes or access boxes shall be installed in such a way as to not interfere with Right-of-Way maintenance or mowing.

Section 3. Maintenance of Facilities.

Licensee shall, at its own expense, maintain its facilities in a safe and serviceable condition. Moreover, in the event that City determines that any of Licensee's facilities are in an unsafe condition, Licensee, at its own expense, shall relocate, replace, or repair said facilities within 30 days of written notification, to restore them in a safe condition. However, in the case of emergencies, City may temporarily relocate Licensee's facilities, and the cost of such relocation, shall be reimbursed by the Licensee to City.

Section 4. Defaults.

- A. Notice of Violation or Default. In the event the City believes that the Licensee has not complied with a material terms of the Limited License Agreement, it shall notify the Licensee in writing with specific details regarding the exact nature of the alleged noncompliance or default.
- B. Licensee's Right to Cure or Respond. The Licensee shall have thirty (30) days from the receipt of the City's written notice: (A) to respond to the City, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that the cure will be completed.
- C. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 4.B above, in the event the City determines that the Licensee remains in default of any material provision of the Limited License Agreement, the City may:
  - 1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or
  - 2. in the case of a substantial or frequent default of a material provision of the Limited License Agreement, declare the Limited License Agreement to be revoked in accordance with the following:

The City shall give written notice to the Licensee of its intent to revoke the Limited License Agreement on the basis of a pattern of noncompliance by the Licensee. The notice shall set forth with specificity the exact nature of the noncompliance. The Licensee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a response from the Licensee or upon receipt of the response does not agree with the

Licensee's proposed remedy or in the event that the Licensee has not taken action to cure the default, it may then seek termination of the Limited License Agreement at a public hearing. The City shall cause to be served upon the Licensee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Limited License Agreement.

At the designated hearing, the City shall give the Licensee an opportunity to state its position on the matter, present evidence and question witnesses, after which the City shall determine whether or not the Limited License Agreement shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Licensee at its sole expense. The decision of the City shall be in writing and shall be delivered to the Licensee in a manner authorized by Section 6. Any final decision by the City shall constitute a final determination for purpose of judicial review and shall be subject to the Illinois Administrative Review Act (735 ILCS 5/3-101 et seq.)

Upon termination of the Limited License Agreement, Licensee shall be required to submit a Right-of-Way permit to remove all facilities from the Right-of-Way, with proper restoration, solely at Licensee expense.

#### Section 5. Indemnification.

The Licensee shall indemnify, defend and hold harmless the City from any and all third party claims, damages, judgments, losses, costs and expenses (including attorneys' fees), for physical injury or damage to tangible property that arises directly out of Licensee's use of the Right-of-Way pursuant to this Agreement; provided, that notice in writing shall be immediately given to the Licensee of any claim or suit against the City which, by the terms hereof, the Licensee shall be obligated to defend, or against which the Licensee has hereby agreed to save and keep harmless the City and provided further that the City shall furnish to the Licensee all information in its possession relating to said claim or suit, and cooperate with the Licensee in the defense of said claim or suit. The governing body of the City may, if it so desires, assist in defending any such claim or suit, but solely under the direction of the Licensee or its attorneys and the Licensee shall not be required to reimburse the City for expenses incurred by it in case of the election so to assist.

Contractors performing work on behalf of the Licensee shall provide the City with a Certificate of Insurance to cover all locations of the work being done on behalf of the Licensee, and shall name the City of St. Charles as additional insured. Certificates of Insurance shall be filed no later than 10 days prior to commencement of work. Policies shall contain a non-cancellation clause provision preventing cancellation without 30 days written prior notice to City (ten (10) days in the event of nonpayment of premiums by Licensee). Certificates of Insurance shall be completed on the ACCORD 25-S form.

The City requires the Licensee to provide and maintain insurance consistent with Exhibit A.

#### Section 6. Service of Notices.

All written notices required under this Agreement shall be given by posting the same in first class mail to City as follows:

Director of Public Works  
City of St. Charles  
2 East Main Street  
St. Charles, Illinois 60174

and to Licensee as follows:

Everstream GLC Holding Company LLC  
1228 Euclid Avenue, Suite 250  
Cleveland, Ohio 44115  
Attention: General Counsel

or to such address as the parties hereto may from time to time specify.

#### Section 7. Term of Agreement.

Subject to the provisions herein, this Agreement shall continue in force and effect for a period of ten (10) years from and after the Effective Date of this Agreement (the “Initial Term”), and thereafter from year to year (each year a “Renewal Term”) unless terminated by either party by giving written notice not less than one (1) year prior to the end of the Initial Term or any Renewal Term.

#### Section 8. Assignment of Rights.

Except as otherwise provided in this Agreement, Licensee shall not assign any of its rights or interests hereunder, or in any of the installations covered by this Agreement, to any firm, corporation, or individual, without the written consent of City, which consent shall not be unreasonably withheld, except that Licensee may, without the prior consent of the City, assign all of its rights under this Agreement to: (i) a parent, subsidiary, or Affiliate of Licensee; (ii) a purchaser of all or substantially all of Licensee’s assets related to this Agreement; or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Licensee is participating. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns. For the purposes of the Section, “Affiliate” means, any entity that controls or is controlled by Licensee, or is under common control Licensee. Nothing herein contained shall prevent or limit the right of Licensee to mortgage any or all of its property, rights, privileges, and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of Licensee, or enter any merger or consolidation and, in the case of the foreclosing of such mortgage or in the case of such lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by the purchaser on foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be. Subject to all of the terms and conditions of this Agreement, Licensee may permit any corporation or

company conducting a business of the same general character as that of Licensee and owned, operated, leased, and controlled by it, associated or affiliated with it in interest, or connected with it, to all or any part of the installations covered by this Agreement used by Licensee, in the conduct of its said business. All such installations shall be considered as the installations of Licensee, and the rights, obligations and liabilities of such assignee under this Agreement, with respect to such installations, shall be the same if it were the actual owner thereof. Notwithstanding any of the provisions in this section, Licensee shall not be released from any of its obligations hereunder.

Section 9. Scope of Right of Licensee.

No use by Licensee of City's Right-of-Way under the terms of this Agreement, however extended, shall create or vest in Licensee any ownership or property rights in said Right-of-Way, but Licensee's rights herein shall be and remain a mere license.

Section 10. Waiver of Terms or Conditions.

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, and the same shall be and remain at all times in full force and effect.

Section 11. Existing Contracts or Agreements.

Any existing agreements between these parties, whether verbal or written, covering the use of City Rights-of-Way are by mutual consent, hereby abrogated and annulled.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed effective as of the effective date shown on the first page of this Agreement.

**Witness:**

**THE CITY OF ST. CHARLES**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**Witness:**

**EVERSTREAM GLC HOLDING COMPANY LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: \*5.g

Title:

Recommendation to Approve Pole Attachment Agreement with Everstream GLC Holding Company, LLC

Presenter:

Tom Bruhl

Meeting: Government Services Committee

Date: September 23, 2019

Proposed Cost: N/A

Budgeted Amount: N/A

Not Budgeted:

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

Everstream GLC Holding Company, LLC (Everstream) has contacted the City about using our rights-of-way to install fiber optic lines. Where City poles exist and have room for their fiber attachment, having the fiber installed overhead can be advantageous.

The agreement is slightly modified from previous agreements with Comcast, Verizon, and Metronet, with all of the same responsibilities for maintenance, transfer to new poles, and relocation.

The document has been reviewed by the City Attorney.

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

\* Pole Attachment Agreement

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

Recommendation to approve Pole Attachment Agreement with Everstream GLC Holding Company, LLC and Authorization for the Mayor and City Clerk to Execute the Agreement.

JOINT USE POLE ATTACHMENT AGREEMENT

This Agreement made this \_\_\_\_\_ day of October, 2019 (hereinafter the “Effective Date”) by and between THE CITY OF ST. CHARLES, a municipal corporation of the State of Illinois, hereinafter referred to as “Owner”, and EVERSTREAM GLC HOLDING COMPANY LLC, a Delaware limited liability company, hereinafter referred to as “Licensee”.

W I T N E S S:

WHEREAS, the City of St. Charles and Licensee desire to establish joint use of poles owned by the City of St. Charles under the terms and conditions set forth below:

WHEREAS, among the purposes of this Agreement are to reduce the number of dual pole lines utilized by both parties and to provide better economy of service to customers of both parties; and

WHEREAS, the conditions determining such joint use shall depend upon the service requirements to be met by each party, including considerations of safety and economy.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto, their successors and assigns, do hereby agree as follows:

Section 1. Scope of Agreement.

Poles. This Agreement covers all sole owned and jointly-used poles within the corporate limits as now or hereafter existing of the City of St. Charles and/or its electrical service area as such corporate limits and/or electrical service areas may be amended from time to time. This Agreement includes all electric distribution poles which are: (a) presently owned by the Owner, or (b) as hereafter erected by the Owner, or (c) as may be purchased from time to time by the Owner from the Licensee in accordance with the procedures hereinafter set forth. The Owner reserves the right to exclude from joint use such poles which, in the Owner’s judgment, are necessary for its sole use. This Agreement shall not exempt the Licensee from the requirements of the Owner’s Subdivision Control Ordinance or such ordinances that relate to subdivisions.

Section 2. Code Specifications.

The joint use, construction and maintenance of poles covered by this Agreement shall be in conformity with all applicable engineering and safety standards governing the installation, maintenance, and operation of facilities and the performance of all work in or around electric City Facilities and includes the most current versions of National Electrical Safety Code (“NESC”), the National Electrical Code (“NEC”), and the regulations of the Occupational Safety and Health Administration (“OSHA”), each of which is incorporated by reference in this Agreement, and/or other reasonable safety and engineering requirements of City or other federal, state, or local authority with jurisdiction over City Facilities. Any joint use pole which does not conform to the most stringent standards as set forth above shall be brought to the attention of

Owner by Licensee, or vice versa, as the case may be, and corrected not later than sixty (60) days after notice of discovery of such non-conformity, Acts of God excepted. However, in the event Owner shall have scheduling conflicts, Owner, upon notice to the Licensee, shall be given such additional time as may be required, and shall set forth a proposed schedule therefor. If Licensee attachment is the sole cause of the non-conformity with standards, Licensee shall be responsible for the cost to bring the attachment into conformance. Owner will only be responsible for costs related to conformance as if the Licensee was not attached to the pole. If a dispute arises as to the costs of work related to standard conformity a meeting shall be held to discuss and resolve all issues. If the costs are unable to resolved, after good faith efforts on the part of both parties, the Licensee will have 180 days to remove its attachments.

### Section 3. Placing, Transferring or Rearranging of Pole Attachments.

- A. Definitions. For the purposes of this Section, the following terms will have the meaning ascribed herein:
  - a. The term "Make Ready Costs" as used in this Agreement means the just and reasonable actual costs incurred performing work necessary to provide adequate space and pole strength for licensees proposed attachment per the National Electrical Safety Code (NESC), directly and exclusively associated with accommodating Licensee's attachments, and promptly following Licensee's written request, Owner shall provide to Licensee detail of such costs sufficient for Licensee to verify the reasonableness of the costs or charges.
  - b. The term "Make Ready Estimate" as used in this Agreement means Owner's estimate of Make Ready Costs prepared for Owner pursuant to Section 3.B below.
  - c. The term "Make Ready Work" means all work, as determined by Owner, required to accommodate licensee's attachments and to meet the National Electric Safety Code ("NESC") or other reasonable requirements of Owner, including rearrangements and/or transfer of existing facilities.
- B. Whenever the Licensee desires to reserve space on any pole which Licensee is not already using, Licensee shall make written application to the Owner specifying in such application (1) the location of the pole in question, (2) the number or kind of attachments which it desires to place thereon, (3) calculations as to weights of Licensee's attachments, based upon Comcast engineering studies, supporting the adequacy of the existing pole to support the attachments or the requirements for proposed changes to achieve structural adequacy,(4) any Make Ready Work proposed to complete such attachment in conformance with all NESC safety codes, and (5) the proposed completion date for any Make Ready Work. Licensee shall submit such application upon a form as depicted in Exhibit A. Within twenty (20) business days after receipt of such application, the Owner shall notify the Licensee, in writing, of its Make Ready Estimate.

- C. Upon notice that the Make Ready Estimate has been accepted by Licensee, Owner shall proceed with the Make Ready Work covered by the Make Ready Estimate. The Parties agree that Owner will perform Make Ready work within the power zone and work related to City fiber on the poles designated by Licensee, and Licensee will manage and perform Make Ready Work and adjustments and transfers necessary in the communications zone on such poles, other than such work related to City fiber. Owner shall complete make ready work within 30 days. If said work will require additional time, notice shall be given to the Licensee and the Owner shall propose a revised timeline shall be provided. . Nothing shall preclude the Parties from making other mutually agreeable arrangements for contracting for or otherwise accomplishing the necessary Make Ready Work. Upon completion of all Make Ready Work, Owner shall send to Licensee an itemized statement for the actual costs of the Make Ready Work. Owner shall provide an itemized invoice within thirty (30) days after completion of the Make Ready Work and Licensee shall pay such costs within sixty (60) days from the date the invoice is received by Licensee, provided however that to the extent Licensee in good faith disputes the costs detailed in the invoice, Licensee will remit payment for the undisputed costs as set forth herein.

Upon completion of the Make Ready Work and payment of the Make Ready Costs, Owner shall advise Licensee that such poles are available for attachment.

- D. In the event that Owner determines that any pole has inadequate capacity to accommodate Licensee's attachments and must be replaced solely to make capacity for Licensee attachments, Licensee agrees to reimburse Owner for the (1) actual cost of the new pole; (2) the actual cost of transferring Owner's facilities to the new pole; and (3) any other actual costs incurred by Owner in such replacement, such as the expense of removing the old pole. Owner shall provide Licensee with the estimated expenses for the new pole, transfer of services and all other costs in order to provide Licensee with the opportunity to seek alternate routes or placement of facilities.
- E. Except as otherwise provided herein, Owner and Licensee shall each place, rearrange, transfer, remove and maintain its respective attachments, including any necessary tree trimming or cutting, at its own expense and shall at all times perform such work within sixty (60) days of notice by the other party, Acts of God excepted. Licensee shall be responsible for the costs of pole replacements related to pole breakage due to foreign object contact with only their facilities. For example if a tree falls and makes contact only with the Licensee facilities and such causes pole breakage, the Licensee shall be responsible for the entire cost the Owner incurs to restore with no depreciation credited. Should the contact be due to negligence, for example a garbage truck or dump truck driving over allowed height catches the Licensee cable causing pole/s to break, the Owner shall replace the poles, Licensee shall reimburse Owner for costs, and Licensee shall be responsible for recovering from the negligent party

- F. Subject to resolving any safety, reliability or engineering concerns in advance, and without Licensee’s prior approval but upon prior notice to Owner, Licensee may overlash facilities on its own attachments or the attachments of any third party that authorizes Licensee to overlash.
- G. Without Owner’s prior written approval, Licensee may place service drops from the poles covered by this Agreement. Owner agrees that service drops are not considered compensable additional attachments after Licensee is already paying to be attached to said pole.
- H. Licensee shall place a marker/indicator identifying cable ownership near their attachment point at each pole, visible from the ground, for the purpose of positively identifying ownership during audits or emergencies. The marker should have the emergency contact phone number on it. City shall notify Licensee via telephone at the following emergency number 866-623-3732 which is staffed 24/7/365.

Section 4. Standard Space.

- A. For the purposes of this Agreement Licensee’s “standard space” shall be defined as that area of the poles reserved for Licensee’s attachments as set forth below. Note that third party attachments may already exist within the Licensee’s Standard Space. In the event that there is inadequate space within Licensee space due to existing attachments, and the pole needs to be replaced with a taller pole, the cost for this work shall be borne by the Licensee.

Pole Size	Setting Depth	Licensee’s Standard Space	Point of Beginning of Standard Space from Top of Pole
35’	6’	4’	13-1/3’
40’ (1)(5)	6’	4’	20-1/3’
45’ (1)	6-1/2’	4’	20-1/3’
40’ (2)(3)	6’	4’	13-1/3’
45’ (2)(3)	6-1/2’	4’	13-1/3’
40’ (4)	6’	2’	13-1/3’

- (1) Equipment pole for Owner.
- (2) Non-equipment pole for Owner.
- (3) Equipment pole for Third Party User
- (4) Street crossing poles.
- (5) For only poles accessible by pedestrian traffic, provided that at alley locations Licensee’s standard space shall commence 18-1/3 feet from the top of the pole.

- B. For the purposes of this Agreement, all other space upon any pole, other than Licensee's standard space, shall be deemed Owner's standard space.
- C. Where existing equipment (as of the date of this Agreement) of either Owner or Licensee is located in the other's standard space, it shall so remain until the opportunity arises to relocate it without undue burden or expense. In the interim, any new or additional equipment shall be installed to conform with the location of existing equipment. When either party requires full use of its standard space for installation of new or replacement equipment, the other party will cooperate with the requesting party to relocate its equipment within sixty (60) days after the request. In emergency service situations, the party whose equipment must be relocated will complete such relocation as soon as practicable.
- D. Owner retains and shall have the unrestricted right to use or license Owner's standard space, provided such use complies with the provisions of Section 2 herein.
- E. In the event of third party attachments to poles covered by this Agreement, communication attachments shall be required to be made above the standard space of Licensee and such attachments shall maintain a minimum one foot (1') clearance from other licensee's facilities and shall be on the same side of pole as other licensee's facilities, unless specifically authorized by Owner.
- F. From and after the date of this Agreement, any subsequent third party attaching to a joint use pole shall reimburse Owner or Licensee their respective costs for changing the location of their facilities, erecting or replacing poles, or relocating or readjusting their facilities in order to accommodate said third party's facilities. Provided, however, where either Owner or Licensee are then in violation of any Code or Order under Section 2 herein at the time of said third party attachment, Owner or Licensee shall relocate that portion of their non-conforming facility without charge.

Section 5. Erecting, Replacing or Relocating Poles.

- A. Whenever it is necessary to change the location of a jointly-used pole, by reason of any State, Municipal, or other governmental requirement, or the requirements of a private property owner, the Owner first shall give written notice thereof to Licensee, specifying when the relocated pole is available for attachment. The Licensee at its expense, shall within 60 days, transfer its attachments to the newly-located pole.
- B. Whenever a new pole is erected solely to address Licensee requirements within the territory covered by this Agreement, either as an additional pole line, or as an extension of an existing pole line, or as replacement of existing pole(s), Licensee shall first notify the Owner, in writing (at least sixty days prior to such need), with written plans showing the proposed location and character of the new poles.

Licensee shall be responsible for the costs of the new pole or poles and said shall be payable prior to commencement of the work. Owner is not required to erect additional poles or extending pole lines that do not benefit Owner.

- C. The cost of erecting new or replacement joint use poles related to normal maintenance, relocation, or end of life, shall be borne by the Owner. However, each party shall place, at its sole expense, its own attachments on the new joint use poles and place any necessary supports to sustain any unbalanced loads caused by their respective attachments. In cases of replacement of existing joint use poles Licensee shall, within sixty (60) days after receipt of written notice from Owner, transfer its facilities. In case of emergency or immediate need, Licensee may be required to transfer on shorter notice. Should the Licensee fail to relocate to a replaced pole within the 60 days, a penalty of \$50 per day shall be assessed by the Owner to the Licensee. Accrued penalty charges shall be billed by the Owner to the Licensee after the attachment is relocated, and remittance shall be due to the Owner consistent with Section 9, paragraph C.
- D. Whenever the Licensee requires a change in location of a jointly-used pole, the Licensee shall first give written notice to Owner specifying the time requirements of such proposed relocation, and the Owner shall, if it does not wish to discontinue the existing pole from joint use as herein provided, relocate such pole by the date specified or within 180 days thereafter in the application for relocation. The cost of relocating such pole by the Owner and the transfer of Owner's attachments thereon shall be at the sole expense of Licensee. In the event of emergency situations, the provisions calling for written notification may be waived, by the Director of Public Works or his delegated nominee, provided prior verbal notice is given to the Director of Public Works.
- E. Whenever it is necessary to replace a defective pole, the procedures set forth in paragraph A of this Section 5 shall be employed.
- F. A replacement pole shall be set by the Owner, in the original position, within reasonable distance of the original pole position, or in the position agreed upon between the Owner and the Licensee.
- G. Whenever it is necessary to change a location of a jointly-used pole, or to erect a new pole, or to relocate or readjust Owner's or Licensee's facilities upon these poles due to the requirements of a subsequent Licensee's needs or third party need, Owner and Licensee shall bill their respective costs therefore (rearrangement costs, plant loss, net removal costs, transfer cost, etc.) to said new Licensee or third party. Owner shall give Licensee sixty (60) days' notice of such relocation. Licensee transfer to any new pole set due to relocation for subsequent licensee or third party will be subject to paragraph C of this Section 5.

## Section 6. Right of Way for Licensee's Attachments.

Licensee hereby acknowledges and agrees that Owner has tendered no assurance, guarantee or warranty as to Licensee's legal right, title or interest to be located within any easement or right of way area upon which joint use poles are located; and, in the event, objections are made to Licensee's use of said poles, and Licensee is unable to resolve said objections within a 120 days. the Owner may, upon sixty (60) days' written notice to Licensee, or in the event of emergency, on shorter written or verbal notice followed by written notice, require Licensees to remove its attachments from the subject poles at Licensee's sole expense. However, on any new additions or extensions of pole lines, the Owner shall: (1) attempt to secure right-of-way permits applicable to both parties, or (2) notify the Licensee that the Owner is unable to obtain joint right-of-way, but Owner shall not be required to utilize power of eminent domain.

## Section 7. Maintenance of Poles and Attachments.

Licensee shall, at its own expense, maintain its attachments upon joint use poles in a safe and serviceable condition. Licensee further agrees that it shall maintain and repair its attachments so as not to interfere with Owner's use or maintenance of said poles. Moreover, in the event that Owner determines that any of Licensee's facilities are in an unsafe condition, Licensee, at its own expense, shall relocate or replace said facilities, or transfer them to substituted poles, or perform such other work in connection with said facilities that may be required to place them in a safe condition. However, in the case of emergencies, Owner may temporarily relocate Licensee's facilities to substituted poles, and the cost of such relocation, shall be reimbursed by the Licensee to Owner.

## Section 8. Abandonment of Jointly-Used Poles.

- A. Licensee may abandon the use of a jointly-used pole at any time by first giving written notice thereof to the Owner and thereafter removing Licensee's attachments within ninety (90) days of said written notice. Written notice shall be in the form shown in Exhibit B.

In the event that Owner intends to remove all of its attachments and to terminate joint use of any pole, Owner shall first give Licensee written notice thereof and shall thereafter remove such attachments within ninety (90) days of said written notice. In such event, at the sole discretion of the Owner, if Owner desires to sell said pole or poles, and if Licensee wishes to purchase them, Licensee shall pay the Owner \$1.00 per pole. Transfer of ownership will be by means of a Bill of Sale, in the format of Exhibit C attached hereto, and shall be deemed completed when Owner has removed all Owner facilities from the pole and transmits Bill of Sale to Licensee. When bill of sale is completed, Licensee takes complete ownership and responsibility for said pole, except that Owner will be responsible for any events and occurrences relating to each pole prior to the date of sale. Owner has the right to not sell any pole and to request Licensee to remove their attachment from a pole that the Owner wishes to permanently remove. Such removal request

shall be issued from Owner to Licensee with at least 180 days notice. Licensee attachments which continue to exist on such poles after 180 days' notice shall be subject to the same \$50/pole/day penalty as noted in Section 5C.

#### Section 9. Rentals and Other Payments.

- A. There shall be a rental fee for each pole attached to or reserved by the Licensee. The rental period for joint use poles shall be one (1) year. The Owner shall, before January 10<sup>th</sup> each year, issue a report showing the number of poles to which Licensee has made attachments or reserved therefore as of January 1 of the existing year. Unless Licensee establishes a different number within sixty (60) calendar days after receiving such report, payment for such number shall be due forty-five (45) days following the issuance of the statement by the Owner. In the event of a dispute, Licensee shall specifically designate, in writing, the locations under dispute and until resolved, such disputed pole quantities will be exempt from rental payment until resolved and then payment shall be processed immediately. However, failure to give the report prior to the date mentioned shall not deprive Owner of rental fees. All poles not under dispute shall be paid for at the annual fee.
- B. The amount of the annual rental fee for pole attachments shall be \$13 per pole in the first year of this agreement. Subsequent years pole attachment fees will escalate from the \$13 per pole per year fee at a rate of 2% per year.
- C. Payments for other amounts due under this Agreement shall be invoiced upon completion of the work and payable by the Licensee within sixty (60) days' receipt thereof and shall accrue a late payment penalty of 1-1/2% per month on the unpaid balance from the billing date for any late payment.

#### Section 10. Defaults.

Notice of Violation or Default. In the event the City believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the City's written notice: (A) to respond to the City, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that the cure will be completed.

Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the event the

City determines that the Grantee is in default of any material provision of the Franchise, the City may:

seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

The City shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the City has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The City shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

At the designated hearing, the City shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the City shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the City shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the City's decision

#### Section 12. Indemnification.

The Licensee shall indemnify, defend and hold harmless the Owner from any and all third party claims, damages, judgments, losses, costs and expenses (including attorneys' fees), for physical injury or damage to tangible property that arises directly out of Licensee's use of poles pursuant to this Agreement; provided, that notice in writing shall be immediately given to the Licensee of any claim or suit against the Owner which, by the terms hereof, the Licensee shall be obligated to defend, or against which the Licensee has hereby agreed to save and keep harmless the Owner and provided further that the Owner shall furnish to the Licensee all information in its possession relating to said claim or suit, and cooperate with the Licensee in the defense of said claim or suit. The governing body of the Owner may, if it so desires, assist in defending any such claim or suit, but solely under the direction of the Licensee or its attorneys and the Licensee shall not be required to reimburse the Owner for expenses incurred by it in case of the election so to assist.

Contractors performing work on behalf of the Licensee shall provide the Owner with a Certificate of Insurance to cover all locations of the work being done on behalf of the Licensee, and shall name the City of St. Charles as additional insured. Certificates of Insurance shall be

filed no later than 10 days prior to commencement of work. Policies shall contain a non-cancellation clause provision preventing cancellation without 30 days written prior notice to City (ten (10) days in the event of nonpayment of premiums by Licensee). Certificates of Insurance shall be completed on the ACCORD 25-S form.

The Owner requires the Licensee to provide and maintain insurance consistent with Exhibit D.

Section 13. Service of Notices.

All written notices required under this Agreement shall be given by posting the same in first class mail to Owner as follows:

Director of Public Works  
City of St. Charles  
2 East Main Street  
St. Charles, Illinois 60174

and to Licensee as follows:

Everstream GLC Holding Company LLC  
1228 Euclid Avenue, Suite 250  
Cleveland, Ohio 44115  
Attention: General Counsel

or to such address as the parties hereto may from time to time specify.

Section 14. Term of Agreement.

Subject to the provisions of Section 10 herein, this Agreement shall continue in force and effect for a period of ten (10) years from and after the Effective Date of this Agreement (the “Initial Term”), and thereafter from year to year (each year a “Renewal Term”) unless terminated by either party by giving written notice not less than one (1) year prior to the end of the Initial Term or any Renewal Term. Notwithstanding any such termination, this Agreement shall remain in full force and effect with respect to all poles jointly used by the parties at the time of such termination.

Section 15. Assignment of Rights.

Except as otherwise provided in this Agreement, Licensee shall not assign any of its rights or interests hereunder, or in any of the jointly used poles or attachments covered by this Agreement, to any firm, corporation, or individual, without the written consent of Owner, which consent shall not be unreasonably withheld, except that Licensee may, without the prior consent of

the Owner, assign all of its rights under this Agreement to: (i) a parent, subsidiary, or Affiliate of Licensee; (ii) a purchaser of all or substantially all of Licensee's assets related to this Agreement; or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Licensee is participating. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns. For the purposes of the Section, "Affiliate" means, any entity that controls or is controlled by Licensee, or is under common control Licensee. Nothing herein contained shall prevent or limit the right of Licensee to mortgage any or all of its property, rights, privileges, and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of Licensee, or enter any merger or consolidation and, in the case of the foreclosing of such mortgage or in the case of such lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by the purchaser on foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be. Subject to all of the terms and conditions of this Agreement, Licensee may permit any corporation or company conducting a business of the same general character as that of Licensee and owned, operated, leased, and controlled by it, associated or affiliated with it in interest, or connected with it, to all or any part of the space allotted hereunder on any pole covered by this Agreement for the attachments used by Licensee, in the conduct of its said business. All such attachments maintained on any such pole shall be considered as the attachments of Licensee, and the rights, obligations and liabilities of such assignee under this Agreement, with respect to such attachments, shall be the same if it were the actual owner thereof. Notwithstanding any of the provisions in this section, Licensee shall not be released from any of its obligations hereunder.

#### Section 16. Scope of Right of Licensee.

No use by Licensee of Owner's poles under the terms of this Agreement, however extended, shall create or vest in Licensee any ownership or property rights in said poles, but Licensee's rights herein shall be and remain a mere license. For poles upon which Licensee has reserved space, nothing herein contained shall be construed to compel Owner to maintain any of such poles for any period longer than demanded by Owner's own service requirements.

Further, the terms and conditions of this Agreement shall not apply to any pole solely owned and used by Licensee.

#### Section 17. Waiver of Terms or Conditions.

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, and the same shall be and remain at all times in full force and effect.

#### Section 18. Existing Contracts or Agreements.

Any existing agreements between these parties, whether verbal or written, covering the joint use or joint ownership of poles are by mutual consent, hereby abrogated and annulled.

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed effective as of the effective date shown on the first page of this Agreement.

**Witness:**

**THE CITY OF ST. CHARLES**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**Witness:**

**EVERSTREAM GLC HOLDING COMPANY LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**EXHIBIT A**

POLE ATTACHMENT APPLICATION AND PERMIT

Permit No. \_\_\_\_\_

Date \_\_\_\_\_

Mr. \_\_\_\_\_

CITY OF ST. CHARLES MUNICIPAL ELECTRIC UTILITY

\_\_\_\_\_

In accordance with the terms and conditions of the agreement between our respective companies dated \_\_\_\_\_, application is hereby requested for permission to make attachments to \_\_\_\_\_ City poles as indicated on the sketch attached hereto.

By \_\_\_\_\_

\_\_\_\_\_

PERMIT

Permission is hereby granted to make the attachments described in the above application subject to all terms and conditions referred to above and in said agreement, and further subject to acceptance by the applicant of the obligation to pay the amount shown below for changes or rearrangements of poles or equipment as indicated below or on a statement attached hereto, and the applicable rental charges for the present year in progress:

Estimated amount to be paid for above charges \$ \_\_\_\_\_ W.O. No. \_\_\_\_\_

Rental charge for year in progress: \_\_\_\_\_ by \_\_\_\_\_ = \$ \_\_\_\_\_

No. of City Poles                      Rate                      Rental Charge

The cost of rearrangements provided is an estimate based on preliminary engineering. Such cost shall be reconciled upon completion of the job to establish the actual cost for the work performed by the City. Applicant is responsible for the actual cost and will be issued a refund within 60 days of reconciliation of the job, if the estimated cost exceeded the actual cost. Should the actual cost exceed the estimated cost, Applicant shall be issued a bill with explanation of the actual costs and the reason or reasons that the actual cost was greater than the estimate. Such bill shall be payable, in accordance with Section 9, Paragraph C.

Above charges accepted:

\_\_\_\_\_ CITY OF ST. CHARLES MUNICIPAL ELECTRIC UTILITY

By: \_\_\_\_\_

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

\_\_\_\_\_ APPLICANT

By: \_\_\_\_\_

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

PERPETUAL INVENTORY RECORD

City poles in use to date \_\_\_\_\_

City poles added by this permit \_\_\_\_\_

Total City poles in use \_\_\_\_\_

**EXHIBIT B**

**NOTIFICATION OF POLE ATTACHMENT REMOVAL**

Removal Notice No. \_\_\_\_\_

Date \_\_\_\_\_

Mr. \_\_\_\_\_

CITY OF ST. CHARLES MUNICIPAL ELECTRIC UTILITY

\_\_\_\_\_

In accordance with the terms and conditions of the agreement between our respective companies dated \_\_\_\_\_, notification of removal of attachments to \_\_\_\_\_ City poles on the City of \_\_\_\_\_ as indicated on the sketch hereto is hereby given:

By \_\_\_\_\_

Date \_\_\_\_\_

Notice of Acknowledged

Date \_\_\_\_\_ City of ST. CHARLES

By \_\_\_\_\_

INVENTORY

City poles in use to date \_\_\_\_\_

City poles discontinued by this notice- \_\_\_\_\_

Total City poles in use \_\_\_\_\_

**EXHIBIT C**

BILL OF SALE FOR POLE

DATE: \_\_\_\_\_

COMPANY, in consideration of payment of:

\$ \_\_\_\_\_

has taken ownership of the pole/poles identified on the attached drawing.

City of St. Charles certifies that all electric utility and other licensee attachments have been removed from said pole/poles and hereby relinquishes ownership.

\_\_\_\_\_ CITY OF ST. CHARLES MUNICIPAL ELECTRIC UTILITY

By: \_\_\_\_\_

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

\_\_\_\_\_ COMPANY

By: \_\_\_\_\_

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

PERPETUAL INVENTORY RECORD

City poles in use to date \_\_\_\_\_

City poles deleted by this sale \_\_\_\_\_

Total City poles in use \_\_\_\_\_



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: \*5.h

Title: Recommendation to Approve Purchase Order with UtiliWorks Consulting, LLC for Advanced Metering Infrastructure Project

Presenter: Tom Bruhl

Meeting: Government Services Committee

Date: September 23, 2019

Proposed Cost: \$91,850.50

Budgeted Amount: \$120,000

Not Budgeted:

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

The Electric Utility and Water Utility are working toward deployment of Advanced Metering Infrastructure (AMI). This project aims to create two-way communication with every electric and water meter in the City. Through AMI, the City will be able to offer enhanced services to our customers and AMI will open opportunities for new rate structures that are not practical using existing meter technology. Examples of new services include customer access to their meter consumption via a web portal, water leak detection, and the possibility that the City would be alerted to power outages without the customer having to call in. An example of a new rate structure would be an electric vehicle charging rate where customers who charge their cars at night, when energy is less expensive, would get a lower rate for the overnight consumption.

To initiate the project, the City solicited proposals from consulting firms. The scope of work for the consultant included development a comprehensive list of specifications and requirements, creation of an RFP package to send out for bids to the AMI vendor community, evaluation of the AMI system proposals, and a recommendation to City Staff and City Council on which AMI system is the best fit for St. Charles.

The City received eight proposals with costs ranging from \$21,000 to \$272,000. A team of City Staff from Public Works, IS, and Finance (Utility Billing) reviewed the proposals and selected five firms for further evaluation. In August, after one of the five vendors withdrew their bid due to a manpower shortage, the City heard presentations from four consultants. After the presentations, the team re-evaluated the four consultants. UtiliWorks Consulting LLC was the highest scored bidder by all team members. The scope of work is the exclusive focus of UtiliWorks. Their project team includes experienced staff that have worked on numerous similar projects. This project will require coordination with the work that Plante Moran is doing for replacement of the Utility Billing System and a new Asset Management System. UtiliWorks has experience in partnering with Plante Moran on another project and Staff is confident on collaboration on the two initiatives.

UtiliWorks accepted the standard agreement terms and conditions language developed by Purchasing without exception.

Staff made reference check calls to other municipalities and utilities currently working with UtiliWorks with all resulting in positive feedback in support of the vendor.

The desire is to develop specs and bid for AMI systems before the end of 2019 and present to City Council with a recommendation on which AMI system to purchase in early 2020.

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

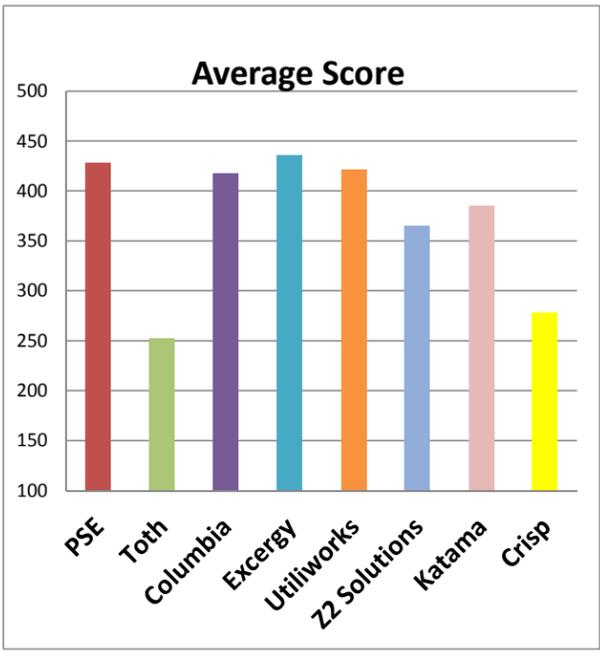
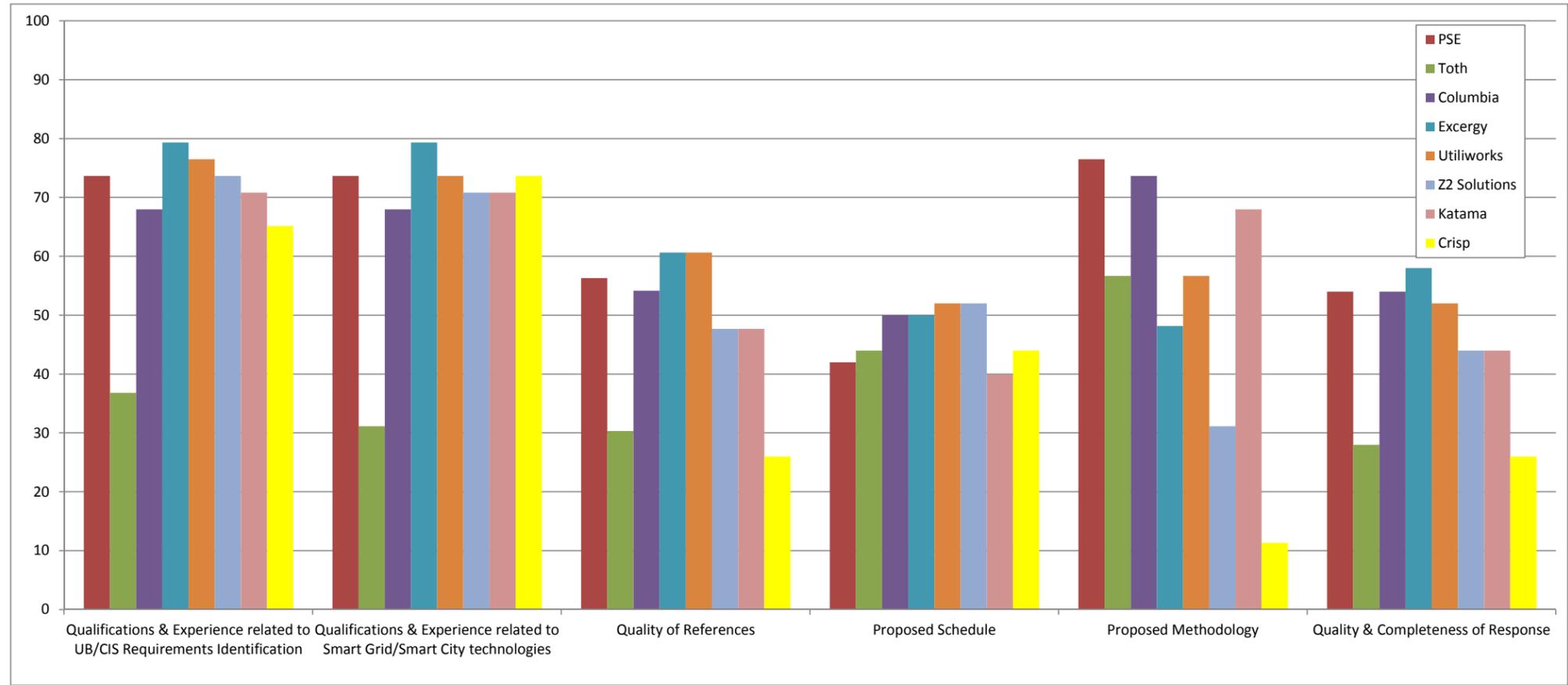
\* Evaluation Graphs

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

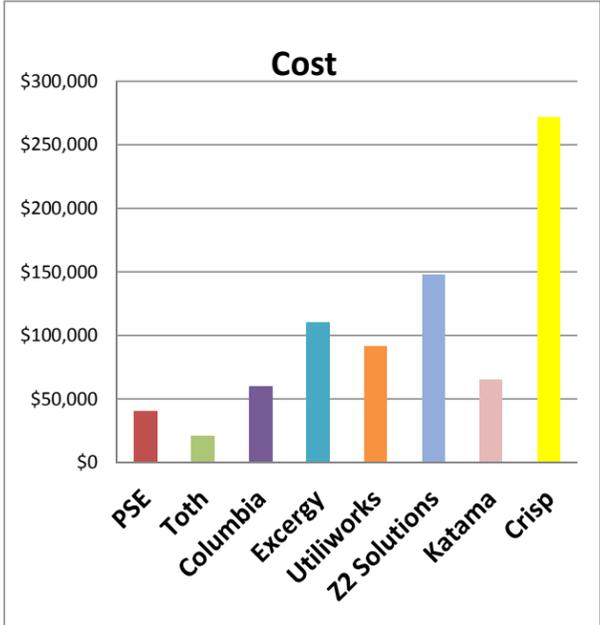
Consideration to approve a Purchase Order with UtiliWorks Consulting, LLC for Advanced Metering Infrastructure Project Consulting Services.

# AMI CONSULTANTS - ORIGINAL RFP EVALUATION

Criteria	Average Scores							
	PSE	Toth	Columbia	Excergy	Utiliworks	Z2 Solutions	Katama	Crisp
Qualifications & Experience related to UB/CIS Requirements Identification	74	37	68	79	77	74	71	65
Qualifications & Experience related to Smart Grid/Smart City technologies	74	31	68	79	74	71	71	74
Quality of References	56	30	54	61	61	48	48	26
Proposed Schedule	42	44	50	50	52	52	40	44
Proposed Methodology	77	57	74	48	57	31	68	11
Quality & Completeness of Response	54	28	54	58	52	44	44	26
<b>Total</b>	<b>428</b>	<b>253</b>	<b>418</b>	<b>436</b>	<b>422</b>	<b>365</b>	<b>385</b>	<b>278</b>

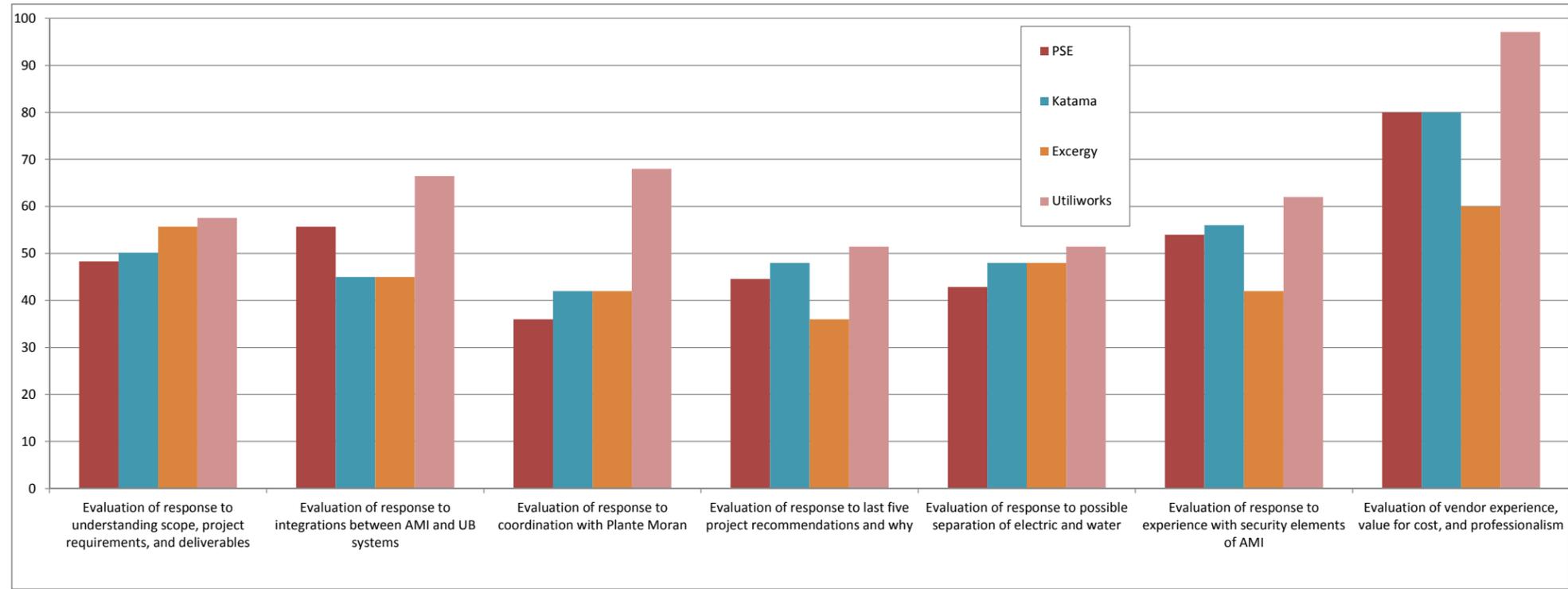


Cost	PSE	Toth	Columbia	Excergy	Utiliworks	Z2 Solutions	Katama	Crisp
	\$ 40,250	\$ 20,925	\$ 59,860	\$ 110,516	\$ 91,851	\$ 147,800	\$ 65,540	\$ 271,700

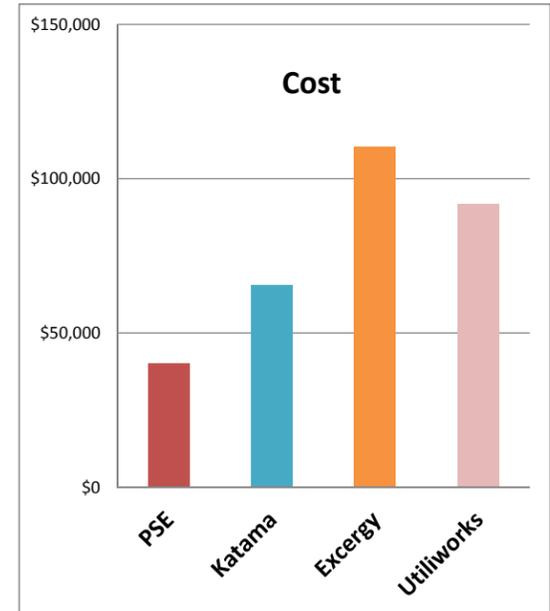
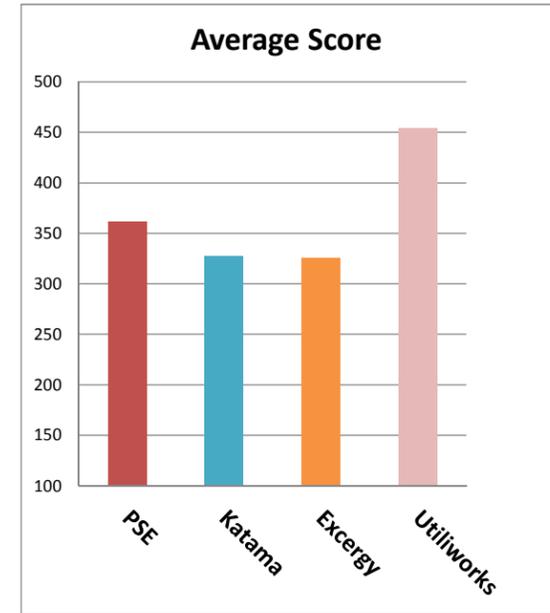


# AMI CONSULTANTS - PRESENTATION EVALUATION

Criteria	Average Scores			
	PSE	Katama	Excergy	Utiliworks
Evaluation of response to understanding scope, project requirements, and deliverables	48	50	56	58
Evaluation of response to integrations between AMI and UB systems	56	45	45	66
Evaluation of response to coordination with Plante Moran	36	42	42	68
Evaluation of response to last five project recommendations and why	45	48	36	51
Evaluation of response to possible separation of electric and water	43	48	48	51
Evaluation of response to experience with security elements of AMI	54	56	42	62
Evaluation of vendor experience, value for cost, and professionalism	80	80	60	97
<b>Total</b>	<b>361</b>	<b>327</b>	<b>325</b>	<b>454</b>



Cost	Average Scores			
	PSE	Katama	Excergy	Utiliworks
	\$ 40,250	\$ 65,540	\$ 110,516	\$ 91,851



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: \*5.i

Title:

Recommendation to Approve Professional Service Agreement for the Tyler Road and Production Drive Water Main Improvement Project

Presenter:

Tim Wilson

Meeting: Government Services Committee

Date: September 23, 2019

Proposed Cost: \$60,515

Budgeted Amount: \$77,000

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

Due to age and continued pipe line failures, the water utility needs to abandon approximately 1,000 feet of 8” water main located along Tyler Road, and approximately 800 feet of 8” water main located along Production Drive. Both sections shall be upsized to a 12” water main to help with fire flow demands.

On September 6, 2019, the City received nine (9) RFP submissions. Two of the submittals were disqualified for no pricing and late submittal. City staff evaluated the remaining RFP submittals and statements of qualification. Staff confirmed the lowest proposal from Rempe-Sharpe & Associate is qualified for the work based on experience and reference checks.

The proposed engineering contract for the project includes: design services, permit application, bid process, contractor negotiations, construction phase oversight and budgeting for this project which extends over the next two years.

The engineering fees associated with this project are based on cumulative hourly rates not to exceed total project cost.

Staff recommends approving and awarding the engineering contract to Rempe-Sharpe, with final funding approved annually as part of the budget approval process.

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

- \* Tyler Road and Production Water Main Professional Services Agreement
- \* Project Site Map

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

Recommendation to Approve Professional Services Agreement for Tyler Road and Production Drive Water Main to Rempe-Sharpe & Associates for \$60,515.

**Required Document #1 Cover Page**

	<b>RESPONSE COVER PAGE</b> This is page #1 of your response.	
	RFP: Design, Bid, and Construction Engineering: <b>2020 -Tyler Road and Production Water Main Replacement Project #1060</b>	Based on Addendum # _____

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

PROPOSAL PREPARED BY:		CONTACTS:	
Firm Name	Rempe-Sharpe & Associates, Inc	Operations	
DBA		Contact Name	Brian J. Bennett
Address	324 West State Street	Contact Number	630-232-0827
		Contact E-mail	bbennett@rsaengr.com
City, St, Zip	Geneva, IL 60134	Sales	
Signature		Contact Name	Brian J. Bennett
Print Name	Brian J. Bennett	Contact Number	630-232-0827
Position	Senior Project Manager	Contact E-Mail	bbennett@rsaengr.com
Phone #	630-232-0827	Billing	
Fax #	630-232-1629	Contact Name	Sara Bles-Janusz
E-mail Address	bbennett@rsaengr.com	Contact Number	630-232-0827
		Contact E-Mail	sbles@rsaengr.com

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

**Exceptions: (check one)**

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

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

Required Document #2 Signature Page



**SIGNATURE PAGE**

This is page #2 of your response.

**RFP: Design, Bid, and Construction Engineering:**

**2020 –Tyler Road and Production Drive  
Water Main Replacement Project #1060**

Based on  
Addendum #  
\_\_\_\_\_

*If an Individual*

By: \_\_\_\_\_  
Signature

\_\_\_\_\_

Title

*If a Partnership*

By: \_\_\_\_\_  
Signature

\_\_\_\_\_

Title

By: \_\_\_\_\_  
Partner

*If a Corporation*

By: *[Handwritten Signature]*  
Signature of person authorized to sign

Vice President  
Title

ATTEST *[Handwritten Signature]*

*If a Joint Venture*

By: \_\_\_\_\_  
Signature

\_\_\_\_\_

Title

By: \_\_\_\_\_  
Signature

\_\_\_\_\_

Title

DATE 9/6/19

**Required Document #3- Certification of Compliance**



**CERTIFICATION OF COMPLIANCE**

This is page #3 of your response.

- (A) The undersigned certifies that, pursuant to the **Equal Opportunity Employer** provisions of Section 2000(e) of Chapter, 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375, the bidder is compliant with all Equal Employment Opportunity Commission ("EEOC") requirements.
- (B) The undersigned certifies that, pursuant to the **Illinois Human Rights Act** provisions of Section 2-105 of Public Act 87-1257 the bidder complies with and certifies that it is in compliance with all equal employment practice requirements contained therein.
- (C) The undersigned certifies that, pursuant to the **Illinois Human Rights Act** provisions of Section 775 ILCS 5/2-105, the bidder deposes states and certifies that it has adopted a written sexual harassment policy that meets the minimum requirements.
- (D) The undersigned certifies that, pursuant to the **State of Illinois Law** provisions of Section 720 ILCS 5/33E prohibiting Bid-rigging or Bid-rotating, the bidder is not barred from bidding on this project, or entering into a contract for this project.
- (E) The undersigned certifies that, pursuant to the **Illinois Department of Revenue Tax Laws** provisions of Section 65 ILCS 5/11-42.1-1, the bidder is not barred from doing business with any unit of local government in the State of Illinois as a result of a delinquency in payment of any taxes unless the bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax.
- (F) The undersigned certifies that, pursuant to the **Illinois Drug Free Workplace Act** provisions of Section 30 ILCS 580/3, the bidder deposes, states and certifies that it will provide a drug free workplace, inclusive of all satellite locations as well as the City of St. Charles sites.
- (G) The undersigned certifies that, pursuant to the **Illinois Prevailing Wage Act** provisions of Section 820 ILCS 130/1-12, the bidder, when required, is in compliance with all requirements of, including provisions as to wages, medical and hospitalization insurance and retirement benefits for those trades covered in the Act. Pursuant to **Illinois Public Act** provisions of Section 94-0515 and all provisions of the **Employee Classification Act**, provisions of Section 820 ILCS 185/1 et seq., said bidder agrees to submit certified payroll records as required.
- (H) The undersigned certifies that, pursuant to the **Employment of Illinois Workers on Public Works Act** provisions of Section 30 ILCS 570/0.01, et seq., the bidder is in compliance with all requirements. Furthermore, the bidder certifies that it will demonstrate a good faith effort toward providing equal employment opportunities for City of St. Charles residents to work as crafts persons, consistent with the racial, ethnic, and gender demographics of the City's labor force.
- (I) The undersigned certifies that, pursuant to the **National Security/USA Patriot Act** as defined in Presidential Executive Order 13224, the bidder and all affiliated parties, are not working for or with, nor acting on behalf of, a Specially Designated National and Blocked Person.
- (J) The undersigned certifies that they have not colluded with or participated in any **unethical practices** with any person, firm or employee of the City of St Charles which would in any way be construed as an unethical business practice.

**Check One:**

- There are no conflicts of interest** and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the City of St. Charles in writing.
- There is an affiliation or business relationship** between you, your management or staff, your firm or your firm's ownership, and an employee, officer or elected official of the City of St. Charles who makes recommendations to the City of St. Charles with respect to expenditures of money, employment, and elected or appointed positions. Provide on a separate letter included with your response any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each City of St Charles affiliate with whom you, your firm or your firm's ownership, management or staff has an affiliation or a business relationship.

Company Name Rempe-Sharpe & Associates, Inc. Signature [Handwritten Signature] Date 09/08/2019



**Principals**

J. Bibby P.E., S.E.  
D. A. Watson P.E.

B. Aderman P.E.  
B. Bennett P.E., CFM  
L. Vo P.E.  
J. Whitt P.E., CFM

**CONSULTING ENGINEERS**

324 West State Street  
Geneva, Illinois 60134  
Phone: 630/232-0827 – Fax: 630/232-1629

September 6, 2019

City of St. Charles  
Public Works Building  
2<sup>nd</sup> Floor Administrative Area  
1405 S. 7<sup>th</sup> Avenue  
St. Charles, Illinois 60174  
Attn: Mr. Tim Wilson

Re: Request for Proposal  
2020 – Tyler Road and Production Drive Water Main Replacement Project #1060

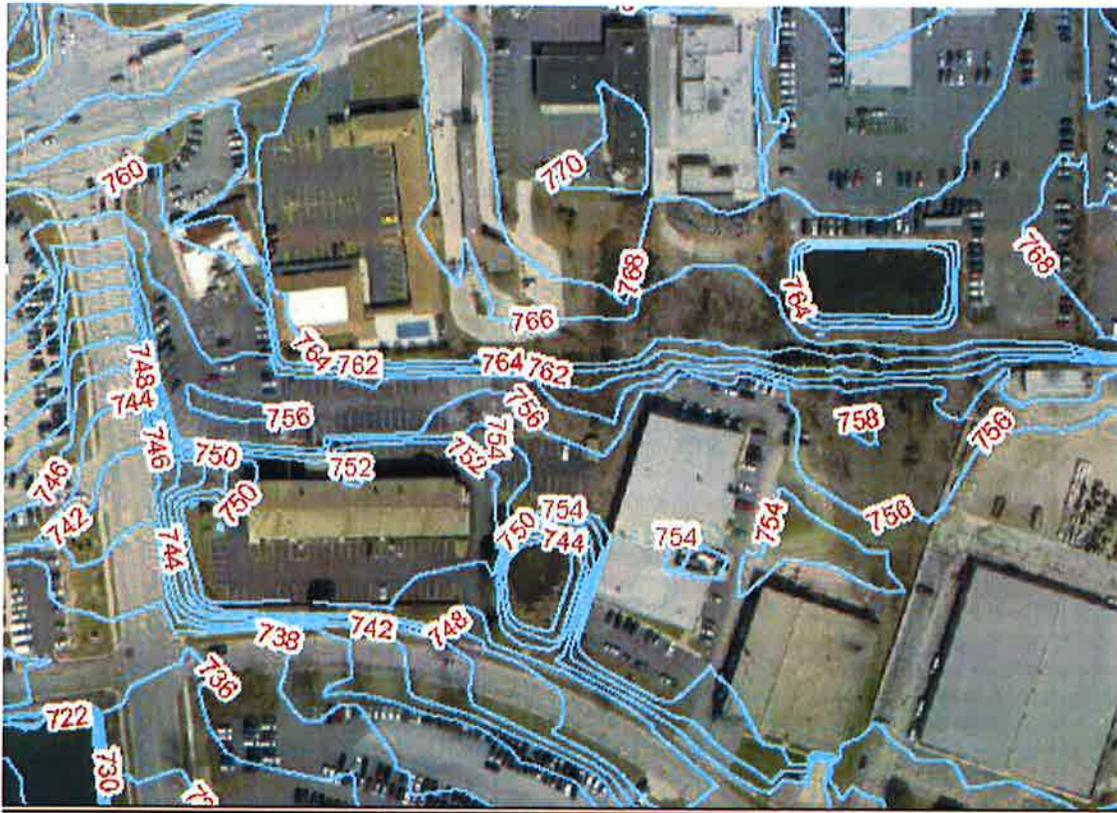
Dear Mr. Wilson:

Rempe-Sharpe and Associates is energized to act as Engineering Consultant for the Tyler Road and Production Drive Water Main Replacement Project with the City of St. Charles. We are confident our experienced staff will provide exceptional design and construction engineering services throughout the project from start to finish. The depth of our experience, from design and value engineering, interfacing with residents, and continuous communication, will be of significant value to the Public Works Department in bringing this project to a smooth, on time and on budget completion.

Rempe-Sharpe has provided watermain replacement design services for many communities over the last 50 years including design and construction phase services for the installation and replacement of watermain for the City of Batavia, the City of Geneva, the Village of Bartlett, the Village of North Aurora and the Village of Winfield. A multitude of projects included stream crossings and State and County highway crossings. In addition, Rempe-Sharpe has been successful in directionally drilling watermain on a wealth of projects, which would be the preferred method of installation in areas with numerous utility conflicts and the installation of the casing pipe under state highways such as Illinois Route 64.

Rempe-Sharpe will coordinate all engineering scope with the City of St. Charles on a continual basis. As with all projects designed by Rempe-Sharpe, constructability and cost saving are paramount. Upon the completion of 50% design, the principal engineer and the construction inspector will perform a detailed review of the plans to insure that the design can be completed in the field, is the most cost effective design, can be easily flushed and chlorinated, and finally, all high spots have means of removing air; i.e. fire hydrants, air relief valves or corporations. Our project approach, references, personnel, schedule, and fee of service are outlined for your use as follows:

## PROJECT APPROACH



*Aerial overview*

Rempe-Sharpe will provide Phase I and II “design” engineering, including preliminary and final design and specifications; soil testing, preparation of contract documents; coordination and management of any permits; and managing the bidding and bid opening process and Phase III “construction observation” engineering services.

### **PHASE 1 PROJECT TASKS (DESIGN ENGINEERING)**

1. Project Kick Off Meeting – Meet with City Staff to overview the project approach, timeline, deliverables and scheduling and tour the site, visually inspecting the general existing layout and condition of the project with pictures and/or video. Obtain all existing available data from City. Continue process with monthly progress meetings.
2. Submit Conceptual exhibits – Submit concept exhibits to IDOT, Nicor, Cable & AT&T and request existing utility information for incorporation into the plans & initiate coordination with IDOT for the crossing and permit.
3. Soil Borings – Obtain soil borings at key locations to determine depth and condition of existing soils and obtain either 662 or 663 forms. JULIE will be contacted to mark utilities within the boring locations determined.



4. Topographical Survey

- a. Review Plans, Record Drawings and research existing easements: Using St. Charles's PWD utility atlas map and engineering plans. Establish proposed project limits and set the survey limits as needed for creation of base mapping of the existing conditions necessary for construction of the proposed improvements.
- b. Perform Topographical Survey: Using limits determined from the step above, survey all visible utility structures within the project limits, JULIE marks, soil boring locations, valves, manholes, inlets, curb and gutter and street centerline for creating a base topographic map. Invert elevations and pipe sizes will also be collected concurrently.

5. Mapping Utility Systems

- a. Compare the maps created from the topographical survey against GIS, and record data for utilities that may have not been located.
- b. Using the topographical survey data and field inspection, and data received from respective utility owners, piece together the existing location of existing utilities.
- c. Review the existing utilities map with the City for comparison of the mapped utilities with the Cities personal knowledge to create an accurate existing conditions map.

6. Design and Evaluate the Alignment of the Watermain

- a. Based on the location of existing utilities, street pavement, unavoidable existing obstructions, determine the "best fit" location or locations of the proposed watermain though to the connection point and optimal watermain casing location based on likely boring and receiving pit locations. The potential alternate will then be designed to avoid conflicts with sanitary main and watermain crossings to the maximum extent practical.
- b. Determine the existing utilities affected. Sanitary sewer and/or watermain that may be impacted by the alignment and verify sanitary sewer and water service can still be maintained throughout construction.
- c. Iterate the above steps b and c until an ideal solution is determined.
- d. Verify the acceptance of the routing with City of St. Charles staff (Repeat process until City approves proposed alignment).
- e. Prepare preliminary cost estimate for review by City.
- f. Initiate permanent or temporary construction easement process with City of St. Charles (hourly - if needed as directed by City).

7. Submit for IEPA, IDOT and applicable permits

- a. Note, it is Rempe-Sharpe's understanding low interest loan applications are not applicable for this proposal.

8. Review Plan and Construction Time Line with City of St. Charles (90% plan review):

- a. Plan sheets to include: cover sheet, general notes/details, existing conditions, proposed plan piping & profile, grading, landscaping traffic control, demolition, specifications & easements if applicable).
- b. Update engineer's cost estimate for review by City.
- c. Submit for Kane County Storm permit if applicable.
- d. Coordinate remaining easements if necessary.

9. Update and Revise plans per City and IEPA/IDOT comment review

10. Add additional detail to the plans

- a. Incorporate any additional Comments.
- b. Incorporate Final landscaping design/revisions and specification.
- c. Finalize Maintenance of Traffic Plan.



- d. Finalize permits.
- e. Finalize Erosion and Sedimentation Control Plan.
- f. Prepare Final Cost Estimate and Special Provisions.
- g. QA/QC.

11. Review Plan with City of St. Charles (100% plan review)

- a. Incorporate any remaining comments.
- b. Address any remaining IEPA/IDOT comments.
- c. Complete the plans, specifications and permits.
- d. Submit all deliverables.
- e. Follow up with the City.

**PHASE II PROJECT TASKS (BIDDING AND NEGOTIATION)**

Rempe-Sharpe's bidding services will include preparation, printing, and distribution of bid/construction documents, verifying bid prices, contract recommendations, attendance at bid opening, summarizing all bids received, and verification of bid documents, and attendance at the City Board Meeting if requested. RSA will assist with contract bidding as requested by the City and as outlined below:

1. Prepare for review and approval by City, contract agreement forms, general conditions and supplemental general conditions, bid forms, invitations to bid and instructions to bidders and assist in the preparation of other related documents.
2. Attend a pre-bid meeting with City and prospective bidders.
3. Respond to questions about bid documents. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
4. Attend bid opening, prepare bid tabulation, and assist the City in reviewing the bids, participate in any negotiations or clarification discussion and awarding contracts.
5. Furnish and supply drawings and project specification copies as required.

**PHASE III PROJECT TASKS (CONSTRUCTION ENGINEERING & PROJECT CLOSEOUT)**

Serving as the City's liaison, resident engineer or technical personnel, Rempe-Sharpe will review, observe, monitor and document the contractor's progress on the project from the start of field operations to final completion. Rempe-Sharpe will perform all work according to the general industry engineering standards. The following task descriptions illustrate how RSA proposes to deliver a top quality project on time and within budget as well as give additional detail into the philosophy and methods that will be employed.

- Provide a pre-construction video of the construction site and adjacent property features.
- Conduct a preconstruction meeting with all interested parties to discuss goals, objectives and issues the City of St. Charles may have. Meeting minutes will be prepared and sent to the City for review and approval.
- Assist the City with resident notifications as required.
- Determining if the work is proceeding in accordance with Contract Documents;
- Maintaining a site presence at all times when the contractor is working;
- Disapproving any work failing to conform to the Contract documents;
- Informing the City of St. Charles representatives immediately of any deviations from the contract documents.
- Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents.



- Provide weekly reports including photos (if requested) to City staff on status of construction and hours spent on site.
- Schedule and conduct construction meetings every week during construction phase.
- Assist the City in the selection of an independent testing laboratory to perform all necessary testing and inspections required during construction.
- Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work.
- Recommend Change Orders and Work Change Directives to the City, as appropriate, and prepare Change Orders and Work Change Directives as required.
- Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents
- Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- The contractor's proposed construction schedule, as well as all major subcontractors' schedules, will be reviewed for compliance with the awarded contract and submitted to the City of St. Charles.
- Rempe-Sharpe's resident engineer will maintain field books, quantity books, a diary and all other forms of documentation.
- Rempe-Sharpe will prepare a contact list with names, addresses, phone numbers, fax numbers and email addresses of all contractors, subcontractors and suppliers for each project. Included will be emergency 24-hour contact numbers for applicable parties.
- All control points baselines and benchmarks for project layout will be verified by Rempe-Sharpe personnel as appropriate.
- Receive and review maintenance and operating instructions, schedules, warranties, and guarantees
- Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Document's, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data. Engineer shall transmit these documents to the City.
- Upon substantial completion, inspect the improvements, develop and monitor completion of the final punch-list, and handle all paperwork to close-out the project.
- Coordinate with City Public Services for utility conflicts, main breaks, water main filling / flushing, interim record drawings, etc., as necessary.
- Coordinate and supply the City with the proper Contractor's Completion Documents
- Rempe-Sharpe will provide the City a copy of:
  - Final construction documents
  - IEPA & IDOT Construction Permits
  - Record Drawings
  - Project Files at the completion of the project.

### **TEAM SELECTION PROCESS**

The team as proposed herein by Rempe-Sharpe and Associates was selected based on three fundamental criteria as follows:

- Recognized expertise in the specialty fields required for this project.
- Familiarity and a history of successful projects in St. Charles and nearby communities.
- Familiarity and a history of successful projects as part of previous team efforts.

Resumes have been attached.



## PROJECT SCHEDULE

TASK	ANTICIPATED DATES
Design Kick-off meeting with staff	10/01/19
Preliminary 50 % Engineering Submittal	12/02/19
Preliminary 50 % Design Review Meeting	12/09/19
IEPA/NOI Permit Application Submittal	12/20/19
Final 90% Engineering Submittal	02/03/20
Final 90% Design Review Meeting	02/10/20
Obtain all Required Permits and Easements	03/06/20
Advertisement to Bid Published	03/06/20
Construction Bid Opening	04/27/20
Construction Bid Award	05/25/20
Commence Construction	06/15/20
Substantial Completion	09/15/20
Final Completion	10/15/20

Rempe-Sharpe & Associates, Inc. proposes to provide engineering services in accordance with our Standard Consultant agreement (to be approved by City of St. Charles) as submitted as an hourly not to exceed fee for each phase based on the attached hourly rates. The actual amount invoiced will be based on the level of effort required, but will not exceed the budget without the Cities prior approval. Reimbursable expenses, such as mileage, printing, postage, etc., will be billed to you at our direct cost and will not exceed a budget of \$1000.00 for the entire project:

Phase I (Design)	<b>\$31,125.00</b>
Phase II (Bidding)	<b>\$ 2,894.00</b>
Phase III (Construction)	<b><u>\$25,496.00</u></b>
<b>Grand Total Amount</b>	<b>\$59,515.00</b>

We would like to thank the City of St. Charles for your consideration. Please contact the undersigned at 630-232-0827x228 with any questions regarding the above.

Sincerely,

REMPE-SHARPE & ASSOCIATES, INC.

BY:



Brian J. Bennett, P.E., CFM  
Senior Project Engineer

Rempe-Sharpe and Associates, Inc.  
Civil Engineering ■ Structural Engineering  
Surveying Services ■ Design & Construction  
[WWW.RSAENGR.COM](http://WWW.RSAENGR.COM)

324 W. STATE STREET, GENEVA, IL 60134

P / 630.232.0827 F / 630.232.1629



**Tyler Road and Production Drive Watermain Replacement Project/Earned Value**

TASK	PRINCIPAL ENGR \$142.00	DESIGN ENGR \$111.00	CADD OPER. \$90.00	SURVEY CHIEF \$84.00	SURVEY TECH \$68.00	RESIDENT INSPECTOR \$86.00	CLERK \$51.00	EXP	project %	actual hours spent	earned value	TOTALS
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**PHASE 1 (DESIGN)**

Kick off Meeting	2	2							1%	0	0	\$506.00
Soil Borings/CCD												\$4,500.00
topo/dips/bm research				24	16				7%	0	0	\$3,104.00
title page			8						1%	0	0	\$720.00
plan sheet specifications		12	8						3%	0	0	\$2,052.00
book specifications		20					16		6%	0	0	\$3,036.00
existing conditions/demo plan		12	12						4%	0	0	\$2,412.00
erosion control plan		12	8						3%	0	0	\$2,052.00
utility plan		31	8						7%	0	0	\$4,161.00
details		12	8						3%	0	0	\$2,052.00
engineers estimates		8							1%	0	0	\$888.00
IEPA sanitary permits		8							1%	0	0	\$888.00
easement coordination (hourly)												\$0.00
general coordination/meetings	8	12							3%	0	0	\$2,468.00
project management/submittals		12					4		3%	0	0	\$1,536.00
direct expenses - mileage/printing								\$750		0	0	\$750.00
<b>SUBTOTAL (PHASE I)</b>												<b>\$31,125.00</b>

**Phase II (Bidding)**

final bidding document preparation		8					8		3%	0	0	\$1,296.00
pre-bid meeting	2	2							1%	0	0	\$506.00
pre-bid meeting minutes		2					1		1%	0	0	\$273.00
bid-opening		2							0%	0	0	\$222.00
bid tabulation		2					2		1%	0	0	\$324.00
bidding documents coordination		2					1		1%	0	0	\$273.00
<b>SUBTOTAL (PHASE II)</b>												<b>\$2,894.00</b>

**Phase III (Con. Observation)**

Resident Inspector at 45 days	4	24		8	8	240	8		50%	0	0	\$25,496.00
<b>SUBTOTAL (PHASE III)</b>												<b>\$25,496.00</b>

**GRAND TOTAL**

**\$59,515.00**

# REMPE-SHARPE & ASSOCIATES CIVIL ENGINEERING SERVICES

**FIRM NAME:** REMPE-SHARPE & ASSOCIATES, INC.

**CONTACT PERSON:** James Bibby, P.E., SE, Principal  
jbibby@rsaengr.com

**OFFICE LOCATION:** 324 West State Street, Geneva, Illinois 60134

**TELEPHONE NUMBER:** (630) 232-0827

**FACSIMILE NUMBER:** (630) 232-1629

## HISTORY OF COMPANY

The firm was founded in 1918 (renamed Rempe-Sharpe & Associates, Inc., and incorporated in 1964) to provide Professional engineering and surveying services in the State of Illinois.

**YEARS IN BUSINESS** - 100 Years

## CORPORATE OFFICERS

President: James J. Bibby, PE, SE  
Secretary/Treasurer: Daniel A. Watson, PE

## SERVICES PROVIDED IN-HOUSE

Rempe-Sharpe & Associates, Inc., offers a full range of professional engineering services to governmental agencies and private enterprises in the fields of civil, sanitary, storm drainage, structural, transportation, traffic, and water management engineering. The following are among the most noted services offered by the firm:

- Project management,
- General concept planning,
- Preliminary surveys, studies, estimates and reports,
- Preliminary design and drawings,
- Final design and preparation of detailed plans and specifications,
- Assist owner in obtaining and evaluating bid proposals,
- Construction surveying,
- Resident and periodical construction representation,
- Post-construction services and Structural engineering.

**Rempe-Sharpe & Associates, is a "C" Corporation, Professional PE/SE Design Firm Licensed in the State of Illinois.**

Rempe-Sharpe & Associates, Inc.  
Civil Engineering • Structural Engineering  
Surveying Services • Design & Construction  
324 W. STATE STREET, GENEVA, IL 60134      WWW.RSAENGR.COM      P: 630.232.0827      F: 630.232.1629



**2019 WATERMAIN****2019****WF-661**

The work consisted of the installation of 30 LF of 6", 810 LF of 8", and 70 LF of directionally drilled 8" ductile iron pipe watermain, and 211 LF of storm sewer, along with water service reconnections, appurtenances, drilling, sidewalk repair, and related restoration work located in the Village of Winfield.

**2019 SULLIVAN ROAD WATERMAIN****2019****NA-615**

The improvements consisted of placing 5 LF of 6-inch and 230 LF of 8-inch ductile iron pipe watermain, CL 52, 12 SY of HMA pavement patch, and related restoration work in the Village of North Aurora.

**2018 TRANSMISSION MAIN****2018****BRT-12**

The work consisted of: watermain installation, open cut excavation and directional drilling, of 150 LF of 6" thru 12", 1420 LF of 16" and 5220 LF of 24" DIP watermain CL52; 1660 LF of 16" and 60 LF of 24" DIP watermain, Class 52, directional drilling; 180 LF of 16" DIP Watermain, CL 52 in 24" DIP casing with spacers, augured and pushed; sidewalk, curb and gutter and pavement removal and replacement, along with appurtenances and related restoration work in the Village of Bartlett.

**2018 WATERMAIN****2018****WF-649**

The work consisted of the installation of 54 LF of 6", 881 LF of 8" and 930 LF of 10" ductile iron pipe watermain, and 335 LF of storm sewer, along with water service reconnections, appurtenances and related restoration work located in the Village of Winfield

**2016-2017 WATER MAIN REPLACEMENT****2017****WF-625**

The work consisted of the installation of 453 LF of 6", 1,100 LF of 8" ductile iron pipe watermain, and 400 LF of storm sewer, along with service reconnections, appurtenances and related restoration work located in the Village of Winfield.

**2017 CHERRY TREE LANE WATER MAIN****2017****NA-586**

The work consisted of replacing the existing 6-inch watermain with approximately 2400 LF of new 8-inch ductile iron pipe and 160 LF of new 6-inch ductile iron pipe, CL-52; the replacement of the water services along with the appurtenances, and related restoration work in the Village of North Aurora.

**2017 WATER MAIN REPLACEMENT****2017****BT-623**

The work consisted of construction 90 LF of 6" DIP, 62 LF of 8" ductile iron pipe, and 1,285 LF of 12" ductile iron pipe, along with water services and restoration located in the City of Batavia.

**2016 WATERMAIN****2016****NA 564**

The work consisted of replacing the 4-inch, 6-inch, 8-inch, 10-inch and 12-inch watermain with approximately 100 LF of new 4-inch, 80 LF of new 6-inch, 1290 LF of new 8-inch, 80 LF of new 8-inch watermain in 16-inch casing pipe, 15 LF of new 10-inch and 85 LF of new 12-inch new ductile iron pipe, CL 52, the replacement of the water services, along with appurtenances and related restoration work in the Village of North Aurora.

**2015 WATER MAIN IMPROVEMENTS****2015****NA-534**

The improvements consisted of replacing the 6-inch water main with approximately 321 LF of new 12" ductile iron pipe, 3,525 LF of new 8-inch ductile iron pipe, and 95 LF of new 6" ductile iron pipe, CL 52, the replacement of the water services, along with appurtenances and related restoration work in the Village of North Aurora.

**Rempe-Sharpe & Associates, Inc.**  
**Civil Engineering • Structural Engineering**  
**Surveying Services • Design & Construction**



**Daniel A. Watson, PE**  
Principal Engineer

#### **EDUCATION**

B.S. Civil Engineering - 1985  
University of Illinois  
Material Science Graduate Classes - 1986-1987  
University of Illinois

#### **REGISTRATION**

Licensed Professional Engineer - IL, WI

#### **PROFESSIONAL AFFILIATIONS**

Water Environment Federation  
American Public Works Association  
American Water Works Association  
Kane County Water Association  
Illinois Society of Professional Engineers

#### **PROFESSIONAL HISTORY**

- Rempe-Sharpe and Associates, Inc., Consulting Engineers -  
Principal Engineer and Project Manager, 1988 to date
- Edwin Hancock Engineering, Westchester, IL. -  
Civil Engineer, 1987-1988
- University of Illinois, Champaign-Urbana,  
Research Engineer, 1985-1987

#### **REPRESENTATIVE EXPERIENCE (33 YEARS)**

Rempe-Sharpe and Associates, Inc., July 1988 to date.  
Responsible for project management including project design, plan preparation, and construction coordination services for various municipal water, transportation, wastewater, and stormwater management related projects. A representative listing of typical projects being as follows:

- Shallow and deep well water supplies, water pumping stations, and water distribution system improvements
- New Elevated Water Tower evaluation, design and construction oversight in Batavia, Geneva, Winfield, North Aurora, West Chicago, Elburn and Gilberts.
- Elevated Water Tower Painting and Project management in Batavia, Geneva, Winfield, North Aurora, Elburn and Carpentersville.
- Antenna installation and review including construction oversight in Batavia (3 Towers), Geneva (3 Towers), Winfield (2 Towers), North Aurora (3 Towers), Elburn (3 Towers) and Gilberts (2 Towers).



**Bruce J. Aderman, PE**

Project Engineer

#### EDUCATION

BSCE University of Wisconsin – 1985

#### REGISTRATION

Licensed Professional Engineer – Illinois No. 062-046478

#### PROFESSIONAL EXPERIENCE

- Acted as on-going consultant team leader providing drainage investigations and stormwater permit review for IDOT District 1 (2017-2019). The Permit projects handled included numerous issues throughout the Chicago Metropolitan six county area.
- Responsible for inspection of subdivision stormwater improvements throughout Kane County for establishment of annual maintenance programs, perform construction administration and design services for Kane County stormwater improvement projects. Responsible for design, management and construction administration services for commercial and residential land development projects including erosion control, stormwater management, underground detention, site development, site infrastructure and residential retaining wall systems.
- Project Engineer/Manager responsible for preparation of construction documents for a \$12M new church chapel and redevelopment project in Darien, IL. The improvements included construction of a new chapel building, parking lots, access drives, pedestrian plaza, walking paths, reconfiguring of a Corps jurisdictional drainage way and pond, site grading, stormwater detention and site infrastructure improvements. Included was coordination with Darien, USCOE, DuPage County and IDOT.
- Project Engineer/Manager responsible for preparation of construction documents for the 283,500 SF, 28-acre South Elgin Crossing commercial/retail project. Included in the scope of services was assistance in annexation and rezoning, preparation of contract documents for on-site improvements and off-site roadway plans for the widening of Randall Road to a 7-lane section and reconstruction of McDonald Road to a 6-lane section and coordination with Kane County DOT, IDOT, and South Elgin.
- Project Engineer/Manager responsible for design and construction of water main, storm sewer and sanitary sewer projects including horizontal directional drilling of water main and auger/tunneling of large diameter storm and sanitary sewers. Responsibilities included preparation of design documents, project manuals, permitting and construction observation services for municipal clients.



Eric Johnson

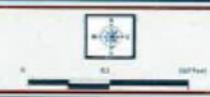
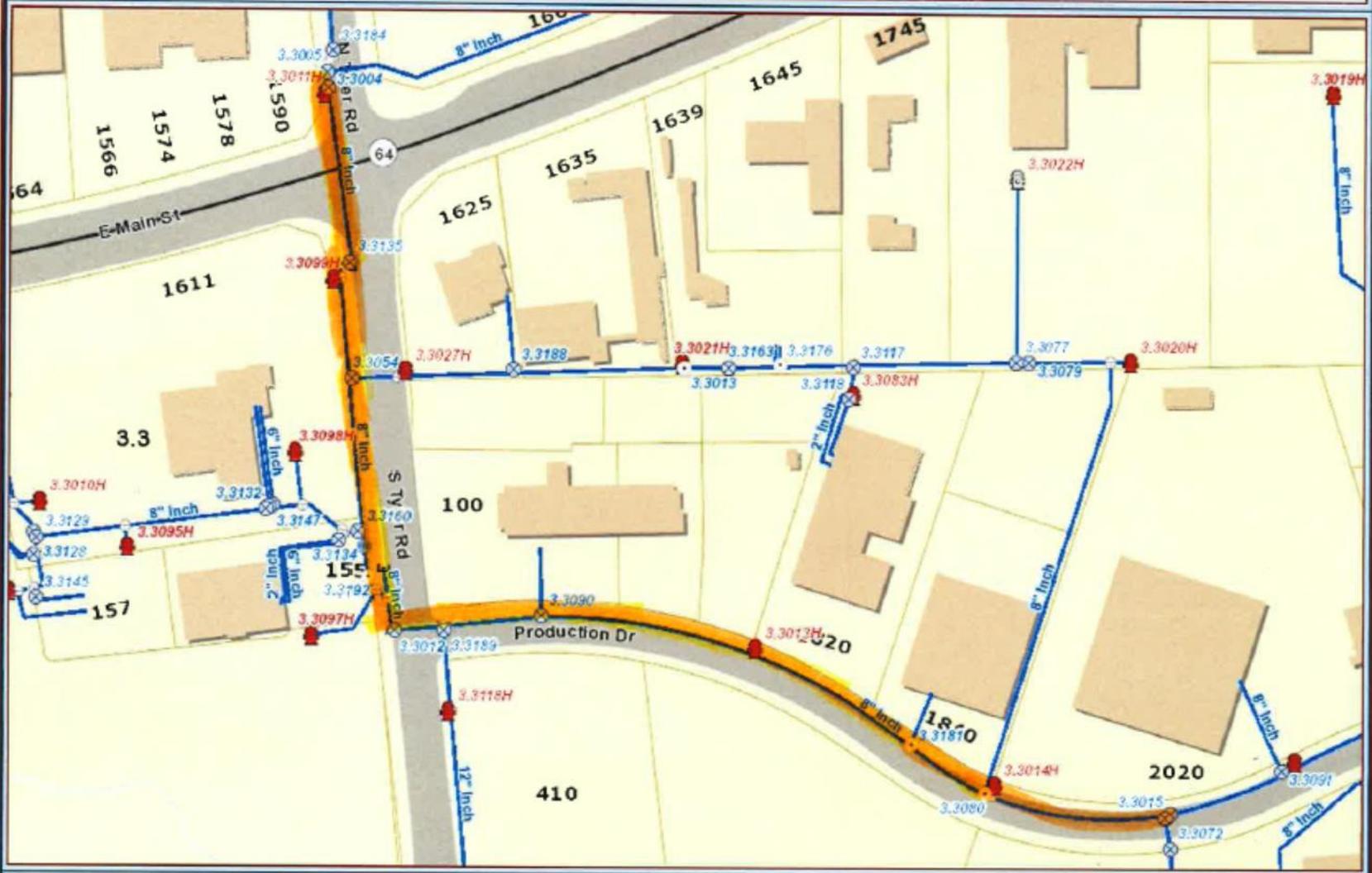
Resident Engineer

#### EDUCATION

Augustana College, B.A. Geology and Physical Science, 1982

#### PROFESSIONAL EXPERIENCE

- Served as Village construction phase engineer (1996 – 2018) on comprehensive Village wide reconstruction of Village Bridges and over 20 lane miles of streets encompassing Village funded, MFT, STP IDOT projects to upgrade the infrastructure of the Village.
- Village of Glen Ellyn Street Improvements: Served as resident engineer. Project include various removals; sanitary sewer, services and manholes; storm sewer and drainage structures; water main, services, fire hydrants and valves; curb and gutter; new and replacement side- walks; concrete driveways; full depth hot mix asphalt pavement; PCC pavement, sodding, and all incidental and collateral work necessary to complete the improvements.
- Village of Plano: 2017 STP-IDOT Street Improvement project. The existing roadway was fully excavated to construct subgrade, base, curbs and gutters, HMA pavement, new driveway aprons and ADA ramps. Additional storm inlets were added and parking spaces were defined with striping. Completed all IDOT required forms including ICORS.
- Village of Hinsdale: Served as resident engineer for the 2013 Street Improvements project consisting of the reconstruction or resurfacing of approximately 16,500 lineal feet of residential roads and streets throughout the Village, 5,700 lineal feet of water main replacement, 1,200 lineal feet of sanitary sewer lining/replacement, and 3,000 lineal feet of storm sewer construction.
- Village of Bolingbrook: Served as resident engineer. Project consisted of the resurfacing of four-lanes of Boughton Road curb-to-curb (including turn bays). Also included the reconstruction of substantial portions of the eastbound outside lane over an existing ComEd duct. Existing sidewalks which were not ADA compliant were also replaced.
- Village of Winfield: Served as resident engineer for various watermain and storm sewer improvements projects in 2013, 2016, and 2017. Pro- jects included installation of watermain and storm sewer along with water service reconnections, appurtenances and related restoration work.



This work was created for planning purposes only and is provided as is without warranty of any kind, either expressed or implied. The information contained here may change frequently and represents property of the City of St. Charles, Illinois. Users should verify the accuracy of the information before using it for any purpose. The City of St. Charles is not responsible for any errors or omissions in this document. The City of St. Charles is not responsible for any damages or losses resulting from the use of this information. The City of St. Charles is not responsible for any damages or losses resulting from the use of this information. The City of St. Charles is not responsible for any damages or losses resulting from the use of this information.



**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: 5.j

Title:	Recommendation to approve an Ordinance Authorizing the City of St Charles to borrow funds from the IEPA Water Pollution Control Loan Program
Presenter:	Tim Wilson

Meeting: Government Services Committee

Date: September 23, 2019

Proposed Cost: NA

Budgeted Amount:

Not Budgeted:

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

The City is working through the pre-application process prior to applying for a low interest loan through the IEPA's Water Pollution Control Loan Program for key West Side Wastewater treatment expansion improvement project.

The Westside Wastewater Treatment project is budgeted for next fiscal year. The existing facility functions at 0.7 million gallons a day (MGD) and is reaching capacity to service existing customer and approved developments. This project will expand capacity of the facility to 1.05 MGD, serving future developments on the west side of the city and easing demand on the existing facility. The expansion of the treatment facility will require an upgrade of the biological waste water treatment process to address recently promulgated and pending environmental regulations. The regulatory demands that will be addressed within this section include: nutrient removal, phosphorus removal, suspended solids effluent requirements, bio-solids stabilization and several other regulated treatment capabilities. Construction bid advertisements are anticipated to go out the beginning of FY20/21 with the design of the facility expected to be completed around April of 2020. In total the project is estimated to cost \$21 million dollars.

As part of pre-approval loan process; an ordinance authorizing the Mayor to execute loan agreements with the IEPA is required. Separate loan agreements will be required after the projects have been approved through the individual fiscal year's budget and bidding process. The loan will be repaid from revenues of the waste water utility over a twenty-year period at an estimated interest rate of about 2.0%.

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

None

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

Recommendation to approve an Ordinance Authorizing the City of St. Charles to borrow funds from the IEPA Water Pollution Control Loan Program for West Side WRF Phase III Expansion project.