

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

**MONDAY, JANUARY 25, 2016, 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. Tree Commission Minutes – Information only.
  - c. Active River Project Update – Information only.
- 4. PUBLIC WORKS DEPARTMENT**
  - a. Recommendation to approve Local Agency Agreement for Federal Participation with IDOT for the Red Gate Road Resurfacing Project.
  - b. Recommendation to approve Construction Engineering Services Agreement with Wills Burke Kelsey Associates for the Red Gate Road Resurfacing Project.
  - c. Update on Woods of Fox Glen Creek Stabilization Project – Information only.
  - d. Recommendation to approve Purchase of Property located at 115 S. 9<sup>th</sup> Avenue.
  - e. Presentation of the Active River Project Concepts and Progress.
  - f. Recommendation to approve Fiscal Commitment to the Ride in Kane Program for Fiscal Year 2016-2017.
  - g. Recommendation to approve Purchase Order for Electric Precast Manholes to Utility Concrete Products.
  - h. Recommendation to award Purchase Order for Substation Transformer Load Tap Changer Maintenance to SPX Transformer Solutions.

- i. Status of Water Tower Construction Project – Information only.
- j. Recommendation to approve Design Engineering Contract for Dunham Road Force Main Assessment.
- k. Presentation of Revised Kane County Intergovernmental Agreement for the Electronics Recycling Program.

**5. POLICE DEPARTMENT**

- a. Recommendation to approve a Resolution and Amplification Equipment for the 2016 St. Patrick's Day Parade.

**6. EXECUTIVE SESSION**

- Personnel - 5 ILCS 120/2(c)(2), 5 ILCS 120/2(c)(5)
- Pending Litigation - 5 ILCS 120/2(c)(4)
- Probable or Imminent Litigation - 5 ILCS 120/2(c)(4)
- Property Acquisition - 5 ILCS 120/2(c)(3)
- Collective Bargaining - 5 ILCS 120/2(c)(1)

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

**8. ADJOURNMENT**



**AGENDA ITEM EXECUTIVE SUMMARY**

Title: Electric Reliability Report – Information Only

Presenter: Tom Bruhl

*Please check appropriate box:*

<input checked="" type="checkbox"/>	Government Operations	X	Government Services 01.25.16
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost:	\$	Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

**Executive Summary:**

For information only.

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

\*November & December 2015 Outage Reports

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

For information only.

*For office use only:* Agenda Item Number: 3.a

**City of St. Charles  
November 2015 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	11/3/2015	11:00 AM	0	N. 2nd Ave.	334	Scheduled outage for cut over to alternate phase.	12	0	Scheduled	SCMEU
2	11/6/2015	6:46 AM	0	SW side of town.	56931	ComEd tripped out & re-closed. Patrolled fault zone and found slack span wires got together in wind.	2795	0	ComEd	L56931
3	11/6/2015	6:56 AM	62	Redgate, Greenwood Ln. & Wexford Ct.	112	Cable fault. Restored all customers using loop switching.	30	1,860	Equipment	Cable
4	11/11/2015	9:42 AM	0	SW side of town.	56931	Loss of ComEd 56931. Patrolled fault zone 4 times without finding suspected cause.	2795	0	ComEd	L56931
5	11/12/2015	2:38 AM	0	Rt. 25, Q Center, Stonehedge, Fox Chase, S. 1st St. & Illinois St.	333/334	Large customer owned tree blew over on 3 phase 116 S. 7th St. Caused momentary outage due to station recloser response.	857	0	Weather	Wind
5	11/12/2015	2:38 AM	207	116 S. 7th St.	333	Large customer owned tree blew over on 3 phase 116 S. 7th St.	20	4,140	Weather	Wind
5	11/12/2015	4:09 AM	20	Part of Area bounded by Main, 4th Street, Prairie Street, and 13th St.	333	Large Tree. Had to de-energize section to cut taps to faulted section. After taps were cut, power was restored to customers not connected to the part of the line that the tree was on.	200	4,000	Weather	Wind
6	11/17/2015	2:30 PM	60	1502 W. Main St.	214	Electric service rubbed on tree.	1	60	Tree	Large Tree
7	11/17/2015	6:00 PM	90	116 State Ave.	334	Internal flickering lights.	1	90	Others	Customer
8	11/18/2015	4:45 AM	52	Large areas of the SE quadrant and a small section of the NE quadrant	11167	Broken ComEd pole in transmission ROW from large tree that fell in heavy winds. Outage restored by City crews switching to reserve capacity on other lines.	629	32,708	ComEd	L11167
9	11/24/2015	9:25 AM	0	SW quadrant - IYC, TriCom, West Treatment Plant, D303 Bus Barn, Bank north of Meijer's	813	SWGR flash. S&C horizontal switch insulator flash.	10	0	Equipment	Switchgear

City of St. Charles  
November 2015 Outages

OUTAGE No.	DATE	TIME OFF	TIME ON (Min)	AREA AFFECTED	CIRCUIT No.	CAUSE/RESPONSE	NO. OF CUST.	OUTAGE MINUTES	MAJOR CATEGORY	SUB CATEGORY
9	11/24/2015	12:17 PM	197	SW quadrant - IYC, TriCom, West Treatment Plant, D303 Bus Barn, Bank north of Meijer's	813	Scheduled outage to replace gear at Peck and Rt 38. S&C horizontal switch bushing flash. Moved MB Financial to 615, all others on 813 were out.	9	1,773	Equipment	Switchgear
10	11/27/2015	7:21 AM	49	North Ave. & Rt. 25	334	Squirrel caused no power.	12	588	Animal	Squirrel
11	11/27/2015	1:34 PM	0	E. side of town.	11167	Loss of ComEd 11167. ComEd patrolled and found blown arrester a few spans from previous tree contact.	629	0	ComEd	L11167
						<b>Total of Interrupted Minutes</b>		<b>45,219</b>		
						<b>Total SAIDI*</b>		<b>2.931</b>		
						Total of ComEd Interrupted Minutes			<b>32,708</b>	
						Total SAIDI without ComEd		<b>0.811</b>		
						*System Average Interruption Duration Index (SAIDI)				





## AGENDA ITEM EXECUTIVE SUMMARY

Title: Tree Commission Minutes – Information only

Presenter: AJ Reineking

*Please check appropriate box:*

	Government Operations	X	Government Services 01.25.16
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	N/A	Budgeted:	YES		NO	X
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If NO, please explain how item will be funded:

**Executive Summary:**

A duty of the Tree Commission is to advise and consult with the Government Services Committee. September 2015 and December 2015 Tree Commission meeting minutes are attached.

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

- \* Tree Commission Minutes – September 2015 meeting minutes.
- \* Tree Commission Minutes – December 2015 meeting minutes.

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

For information only.

<i>For office use only:</i>	<i>Agenda Item Number: 3.b</i>
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**MINUTES  
CITY OF ST. CHARLES  
TREE COMMISSION MEETING  
RALPH GRATHOFF, CHAIRMAN  
SEPTEMBER 10, 2015**

**Members Present:** Chair. Ralph Grathoff, Valerie Blaine, Jon Duerr, Raymond Hauser, Suzi Myers, Pam Otto, Carol Riordan, Caroline Wilfong, Ron Ziegler

**Members Absent:** None

**Others Present:** AJ Reineking, Isabel Soderlind

**Visitors Present:** Phil Graf, Steve Lane, Kirk Miller

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

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

**2. Roll Call**

**3. Introductions of Visitors**

Phil Graf and Steve Lane from Graf Tree Care attended the meeting to present the first draft of the Urban Forestry Management Plan.

Kirk Miller is a 4<sup>th</sup> grade teacher at Lincoln School. Mr. Miller mentioned the 4<sup>th</sup> grade science curriculum included a forestry unit this year. His interest was to learn more about the City's urban forest and the Tree Commission.

**4. Minutes Review and Approval**

A. Motion to accept and place on file the minutes of the July 9, 2015 Tree Commission meeting. Motion by Comm. Blaine, second Comm. Riordan to accept and place the minutes on file.

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

- Motion carried at 7:04 p.m.

**5. Old Business**

**A. Urban Forestry Management Plan (Draft) presented by Phil Graf and Steve Lane from Graf Tree Care**

Phil Graf and Steve Lane from Graf Tree Care were present at the meeting to review the first draft of the Urban Forestry Management Plan (hereinafter referred to as the "UFMP" or "Plan") with the Tree Commissioners. They were there to receive feedback and direction and address any questions or concerns the Commissioners may have regarding the Plan.

Mr. Graf mentioned the document was a collaborative effort utilizing the International Society of Arboriculture (ISA) and Municipal Guidelines as resources. The current draft of the Plan is broken into 10 different sections and outlines the goals the City should achieve by the year 2040. The Plan is broken in to the following sections:

Section 1: Statement Mission and Goals

Section 2: Definitions/Normative References

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

Section 4: Key Personnel and Capacity

Section 5: Tree Removal  
Section 6: Tree Pruning and Standard Maintenance  
Section 7: Tree Planting  
Section 8: Tree Inspections & Risk Management  
Section 9: Tree Preservation and Management during Construction  
Section 10 Long Term Forestry Goals

Mr. Graf and Mr. Lane reviewed of the various sections of the document and answered questions from the Commissioners. They requested the Commissioners take their time and study the document carefully; any comments, questions, changes, edit requests, please contact Andrew Reineking directly.

## **B. Reorganization of the Tree Commission**

The Commission resumed their discussion regarding its reorganization to a Natural Resource Committee from previous months. Chair. Grathoff shared several mission statements from local Natural Resources Committees around the Chicagoland area. Several of the examples were one sentence in length, very similar to the following statement:

“The Natural Resources Committee seeks to preserve, enhance, manage and protect the city’s environment.”

After the last meeting, Chair. Grathoff was under the impression that the Committee was in agreement to move towards a Natural Resource Committee, but was uncertain on the next steps. *Would the Committee need to draft a mission statement and then proceed with changing the City of St. Charles Code Book regarding the Tree Commission 12.20.040 and 12.20.050?*

Mr. Reineking indicated that Mr. Adesso needed a mission statement or letter of intent from the Commissioners to present to the mayor and city administrator. Chris Adesso wanted to receive the mayor and city administrator’s feedback before proceeding with this initiative. The statements presented seemed to be on the right track, but a letter from Chair. Grathoff would deem to be appropriate. There most likely be a modification to the Ordinance that would eventually need approval from Council.

*Comm. Wilfong was interested in knowing how the duties of this committee would change? As a Natural Resources Committee the scope of the committee would broaden to other areas than just trees. Several examples were given by the various commissioners: encouraging bioswales, protecting the riverbank, the utilization of street salt and the impact on the parkway trees, etc.*

*Comm. Ziegler felt the Committee should take a step back and fully understand the direction and responsibilities of the Natural Resources Commission. He felt that he would like to better understand the specific role and responsibilities of this new committee before moving forward. What will be required of this Committee? What would be the direction of this committee?*

Mr. Reineking indicated the direction and scope of the Natural Resources Committee would be defined by this committee.

Comm. Riordan stated her passion and interest was trees and her preference was to remain focused on trees. She would prefer to continue to focus and use the City’s resources on urban forestry and trees.

Comm. Myers indicated one of the impacts on this committee would be the commitment of a monthly meeting, versus every-other month. Broadening the scope of this committee may also attract more visitors and residents that may have other environmental interests. She felt that the Commission should be proactive and broaden to consider the city’s overall environment, trees and the environment that impact trees.

Discussion amongst the Commissioners took place regarding the formation of the Natural Resource Committee. At the end of the discussion, Comm. Ziegler proposed that the Committee take a vote at the November meeting, Natural Resource Committee or Tree Commission.

In the meantime, Chair. Grathoff will work on a mission statement and present that at the next meeting if the vote leans toward the formation of a Natural Resource Committee.

## 6. New Business

### A. News and Concerns from Public Works

- i. **Tree Trimming and Removal Update:** AJ Reineking indicated the remaining 216 remaining ash trees were inventoried; fifty-four of the trees were in poor condition and slated to be removed this fall. Most of the trees being removed are likely to be replanted next spring.
- ii. **Fall Planting Updated:** The Tree Planting program is under way with a new contractor, St. Aubin Nursery. The City is keeping the “20-10-5” rule in mind therefore there is a very diverse list that will be planted this fall and next spring.

### B. Joint Tree Commission Meeting with Batavia and Geneva’s Natural Resource Committee.

The Batavia Tree Commission will be hosting the Joint Tree Commission Meeting between Batavia, St. Charles and Geneva’s Natural Resources Committee. The meeting is set for Wednesday, October 14 at 5:30 p.m. The agenda will include a short walking tour of the Riverwalk area, a light meal followed by an open discussion. The meeting will be held at Peg Bond Center, located on the Batavia Riverwalk just west of Batavia City Hall, 100 N. Island Avenue, Batavia.

It appeared that most of the Commissioners were available to attend. Isabel Soderlind will reply to Kathy Montanari and accept the invitation on behalf of the Commissioners.

## 7. Committee Reports

**A. Education Committee:** Comm. Wilfong indicated she and Comm. Myers will be representing the Tree Commission at the Lincoln School Wellness Fair. It will be held September 17, between 6:00-8:00 p.m. She currently gathering some materials to hand-out to the children and parents that night. Comm. Otto will also be attending but representing the St. Charles Park District at the event. She plans to have a poison ivy display and handouts.

**B. Publicity Committee:** None

**C. Arbor Day:** None

## 8. Communications

### A. Electric Division Tree Activity Reports

Motion to accept and place on file the Public Services and Electric Services Tree Activity Reports for July and August of 2015. Motion by Comm. Duerr, second by Comm. Blaine to accept and place on file the reports as presented.

**Voice vote:** unanimous; Nays – None; Absent: None

- Motion carried at 8:25 p.m.

## 9. Additional Items – Comments

### A. Commissioners:

**Comm. Riordan:** None

**Comm. Hauser:** Brought in a Chicago Tribune article titled “The Planet has Trillions More Trees than Previously Thought.” The planet now has more than three trillion trees, up from 400 billion previously estimated. However the study also found there are 46% fewer trees on the Earth than there were before humans started the process of deforestation. According to the article 15 billion trees have been lost every year due to humans and other causes, such as wildfires and pest outbreaks; only five billion may grow back each year, so the net loss is ten billion annually.

**Comm. Myers:** Comm. Myer mentioned Jim Driessen. Mr. Driessen is now deceased, but at one time had been one of the chairs of the Tree Commission. She mentioned that he would be very pleased with the progress made on the Urban Forestry Management Plan and the Tree Commission.

**Comm. Blaine:** National Public Lands Day is scheduled for Saturday September 26 from 10:00 to 1:00 p.m. This is America’s largest single-day volunteer event to improve public lands. Everyone is welcome to come out and help plant oak trees. It will be held at Creek Bend portion of Leroy Oaks.

In addition, October has been designated as “Oaktober”. A series of programs, focusing on oaks, are planned for the month of October. The Commissioners may be interested in attending the oak ecology and restoration presentation scheduled for October 10. Please contact Comm. Blaine if anyone is interested in attending or needs further information.

**Comm. Otto:** None

**Comm. Wilfong:** Thanked Graf Tree Care for their hard work on the Urban Forestry Management Plan and for Mr. Miller attending the meeting.

**Comm. Duerr:** None

**Comm. Ziegler:** None

**Chair. Grathoff:** Mentioned the UFMP draft presented tonight is a huge step forward for the Tree Commission.

**B. Visitors:**

**Mr. Miller:** Mr. Miller appreciated the opportunity to sit in and listen to the discussion. He was unaware of all the work that goes into maintaining the trees in St. Charles. He appreciated all the knowledge he acquired at this meeting and how valuable it will be when he teaches the Forestry science unit to his students.

**Steve Lane:** Stated he is looking forward to the Commissioner’s feedback on the Urban Forestry Management Plan.

**C. City Staff:**

**AJ Reineking:** None

**10. Adjournment**

Motion by Comm. Myers to adjourn meeting, second by Comm. Ziegler.

**Voice vote:** unanimous; Nays – None; Absent: None  
- Motion carried at 8:35 p.m.

**MINUTES  
CITY OF ST. CHARLES  
TREE COMMISSION MEETING  
RALPH GRATHOFF, CHAIRMAN  
DECEMBER 10, 2015**

**Members Present:** Chair. Ralph Grathoff, Valerie Blaine, Jon Duerr, Raymond Hauser, Suzi Myers, Pam Otto, Caroline Wilfong, Ron Ziegler

**Members Absent:** None

**Others Present:** Chris Adesso, Tony Bellafiore, AJ Reineking, Isabel Soderlind

**Visitors Present:**

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

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

**2. Roll Call**

Isabel Soderlind announced that Carol Riordian had resigned from the committee. The City Administration Office had received a resignation letter and she was no longer living in St. Charles.

**3. Introductions of Visitors:** None

**4. Minutes Review and Approval**

- A. Motion to accept and place on file the minutes of the September 10, 2015 Tree Commission meeting. Motion by Comm. Duerr, second Comm. Ziegler to accept and place the minutes on file.

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

- Motion carried at 7:07 p.m.

**5. Old Business**

**A. Urban Forestry Management Plan (Draft) presented by Phil Graf and Steve Lane from Graf Tree Care**

Comm. Blaine reviewed the Urban Forestry Management Plan (hereafter referred to UFMP) draft and felt it was a very solid document. She felt however there were two distinct types of audiences to the document: (1) part of the document was geared to the general public and informative in nature; (2) the other, technical and analytical in nature with policies and procedures for the organization to follow. In order to improve the flow of the document, Comm. Blaine recommended editing the document.

AJ will make Comm. Blaine's edits to the document and then distribute to the rest of the committee members for their review. Any comments and questions from the committee members should be emailed directly to Mr. Reineking utilizing the "Track Changes" in the "Review" tab in Microsoft Word before the January 14, 2016 meeting.

The Commission felt there were a couple of portions of the document that were still incomplete. These included:

- GIS and visual drawings, etc.
- Wood utilization section

AJ Reineking explained that Graf was waiting for our feedback so they can get the 2<sup>nd</sup> and hopefully final version completed.

## **B. Reorganization of the Tree Commission**

The Commission resumed their discussion regarding its reorganization to a Natural Resource Commission from previous months. Chair. Grathoff gave a short synopsis of this discussion from the last meeting. A few of the commissioners recommended that further discussion was needed and a vote taken. Today's discussion would include:

- (1) specific roles and responsibilities of the committee members
- (2) the modifications the committee would need to make, and
- (3) the types of initiatives or projects the committee would undertake

Chair. Grathoff distributed a copy of three different mission statements from various Natural Resources Commissions (hereafter referred to NRC). The municipalities cited only had a Natural Resources Commission or "Committee"; the responsibilities of trees continued to remain part of the NRC. These commissions were similar to the current Tree Commission; they just had a broader scope.

There were several comments made by the commissioners:

Comm. Duerr: The Natural Resources Commission would broaden the scope of this committee. It could engage them in other natural resources initiatives e.g., salting practices, soil conditions, solar panels, bioswales, natural plantings, etc. He did question whether the City would embrace the engagement of this commission in such topics.

Comm. Ziegler: The Tree Commission has been active and he felt very hesitant regarding broadening the scope of this commission. He mentioned the transition would require a commitment in time and training in various aspects of natural resources and sustainability initiatives. Being in the final stages of the UFMP, he preferred to defer this initiative until the UFMP was finalized and passed by Council. He noted the following changes will need to be considered if the committee was going to broaden its scope:

- Increase the number of commissioners
- Increase meetings from 8 to 12 times a year
- Sub-committees may need to be established to review ordinances, policies, etc.
- Demonstrate to the City that we have the manpower and the commitment to move forward as a NRC.

Comm. Hauser: Expressed that he would prefer to conclude the UFMP and then move forward with this new initiative.

Comm. Blaine: Mentioned the committee would have the potential to attract more people that have a broader interest in natural resources. Initially, the Natural Resources Commission can limit the scope of their initiatives until the UFMP is completed. Having a passion for the environment and wanting to serve the community would make a person qualified to be on this committee.

Comm. Myers: Stated most of the meetings she has recently attended have been by Natural Resource Committee members, not members from a Tree Commission. It appears this is the new model or trend utilized in other communities. She preferred the committee change its name to Natural Resources Commission, continue to focus on trees, but choose a natural resources project or initiative to focus on in the near future.

Chris Adesso mentioned the committee would need to agree on this initiative and then the concept could be presented to the Government Services Committee for feedback. The reorganization would require some work from the existing committee members, which would include minor modifications to the current ordinance. It however would broaden the scope and possibly attract more members that may have an interest in other natural resources issues beyond trees. This commission can begin on a

small scale on such items as sustainability efforts and bioswales but this will continue to be an advisory board for the City, as the Tree Commission has been.

If the committee preferred, Chris Adesso offered to present this initiative to Council at the January or February Government Services meeting. He could request feedback and recommendations from the Council members on this initiative. He would mention the Committee's interest in broadening their scope to a variety of natural resources initiatives and share the following examples of projects and initiatives:

- Woody invasive removal
- Naturalizing traditional landscapes
- Bring awareness to the public and children
- Clean up days
- Rain barrels
- Begin to change the City code from Tree Commission to Natural Resources Committee

Motion was made to have Chris Adesso present and request feedback and recommendations from Council in regards to the concept of reorganizing the Tree Commission to a Natural Resources Commission at the Government Service Committee meeting.

Motion was made by Comm. Duerr, second Comm. Ziegler. Approved by roll call vote. Motion carried.

Comm. Blaine: Yes  
Comm. Duerr: Yes  
Comm. Grathoff: Yes  
Comm. Hauser: Yes  
Comm. Myers: Yes  
Comm. Otto: Yes  
Comm. Wilfong: Yes  
Comm. Ziegler: Yes

## 6. New Business

### A. News and Concerns from Public Works

- i. **Tree Trimming and Removal Update:**  
AJ Reineking indicated the remaining 216 remaining ash trees were inventoried; fifty-four of the trees were in poor condition and slated to be removed this fall. Most of the trees being removed are likely to be replanted next spring.
- ii. **Fall Planting Updated:**  
  
Tony Bellafiore mentioned trees were planted later this year, due to the mild weather. Some were pulled late and making sure that they would survive winter. All have had plenty of water and pulled burlap. They have also been wrapped with craft paper for a year which will protect them from frost cracking. The trees were mulched correctly and efficiently by the new contractor, St. Aubin; high quality mulch was utilized.
- iii. **Other:** None

## 7. Committee Reports

- A. **Education Committee:** None
- B. **Publicity Committee:** None

**C. Arbor Day:**

Isabel Soderlind had contact with Ms. Tieche from Munhall School and she expressed an interest to participate again at the next Arbor Day, April 29<sup>th</sup>.

**8. Communications**

**A. Electric Division Tree Activity Reports**

Motion to accept and place on file the Public Services and Electric Services Tree Activity Reports for September and October of 2015. Motion by Comm. Myers, second by Comm. Blaine to accept and place on file the reports as presented.

**Voice vote:** unanimous; Nays – None; Absent: None

- Motion carried at 7:59 p.m.

**9. Additional Items – Comments**

**A. Commissioners:**

**Comm. Hauser:** He mentioned he is always making an effort to become better informed. He recently found an article in one of the local newspapers quoting Comm. Blaine. The article focused on the dwindling number of oak trees and the efforts to save them.

**Comm. Myers:** She wished everyone a very happy holiday.

**Comm. Blaine:** One of her New Year's resolutions is to walk and observe all the trees within the neighborhoods of St. Charles.

**Comm. Otto:** Glad to be here.

**Comm. Wilfong:** Wished everyone a happy holiday.

**Comm. Duerr:** Mentioned he was very impressed with the tree work being done.

**Comm. Ziegler:** None

**Chair. Grathoff:** Mentioned he was very glad to see that things were moving along in regards to the Natural Resources Commission.

**B. City Staff:**

**Tony Bellafiore:** Staff continues to work on tree related maintenance.

**AJ Reineking:** None

**Adesso:** None

**10. Adjournment**

Motion by Comm. Myers to adjourn meeting, second by Comm. Ziegler

**Voice vote:** unanimous; Nays – None; Absent: None

- Motion carried at 8:05 p.m.



## AGENDA ITEM EXECUTIVE SUMMARY

Title: Active River Project Update –Information Only

Presenter: Chris Adesso

*Please check appropriate box:*

	Government Operations	X	Government Services – 01.25.2016
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	\$0.00	Budgeted:	YES		NO	
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**Executive Summary:**

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

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

November 16, 2015 - Task Force Meeting Minutes  
 November 30, 2015 - Task Force Meeting Minutes  
 December 14, 2015 – Task Force Meeting Minutes

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

None – For information only

<i>For office use only:</i>	<i>Agenda Item Number: 3.c</i>
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**MINUTES  
ACTIVE RIVER TASK FORCE MEETING  
ST. CHARLES  
JOHN RABCHUK, CHAIRMAN  
NOVEMBER 16, 2015**

**Members Present:** Vice-Chair. Chris Adesso, Chris Bong, Rick Brems, Holly Cabel, Jim Enck, John Wessel, Tony Zehnder

**Members Absent:** Chair. John Rabchuk, Monica Meyers

**Others Present:** Ed Werneke, Candy Boulay, Isabel Soderlind

**Visitors Present:**

**1. Call to Order**

The meeting was convened by Chris Adesso at 8:03 a.m.

**2. Introductions of Visitors**

Committee members and others present introduced themselves.

**3. Minutes Review and Approval**

- A. Motion to accept and place on file the minutes of the November 2, 2015 Active River Project meeting. Motion by Rick Brems, second Jim Enck to accept and place the minutes on file.

Voice vote: unanimous; Nays – None; Absent: John Rabchuk, Monica Meyers

- Motion carried at 8:04 a.m.

**4. Task Force Updates**

**A. River Corridor Foundation**

**i. Status of the Hitchcock Bubble Design:**

There was no update on the status of the Bubble Design Proposal Requests by the Hitchcock Design Group. The application period for the Riverboat Fund will open in January and the River Corridor Foundation is considering an application to fund the Bob Leonard Walk Site Furnishings.

**ii. Use of Park District Grant Writer for the Riverboat Fund Application**

Utilizing a Park District staff member to write the grant for the Riverboat Fund was discussed. The Park District and the River Corridor will be submitting their own grant application for their respective projects; therefore it was determined it may be confusing utilizing the Park District's grant writer for the Bob Leonard Walkway application. It was determined whoever drove the project would be responsible for writing their own grant. (In the future the committee should refer to the "Specific Project Components" list to determine which group is responsible.) The Bob Leonard Walkway project is the River Corridor's initiative; therefore the River Corridor Committee should submit the application for this grant. Utilizing the Hitchcock Design Group (HDG) may be an option to submit the application.

**B. Review and Update Specific Project List**

The Committee stated there may not be a lot of changes to the Specific Project List since it was recently updated. The question was asked about grant funding from IDNR and Chris Adesso responded based on a recent call that he participated in with IDNR. At the moment, no monies have been allocated to IDNR from the State of Illinois and it is unclear at this time when additional funds from the state may be available.

Chris Adesso also learned from IDNR that the Yorkville River project was funded by local groups lobbying to the General Assembly.

Chris Adesso mentioned the conference call with IDNR went well and they appeared to be very interested and supportive in the Active River Project. They asked that they continue to stay in touch. There was particular interest in how the upper pool will be maintained and improvements to habitat.

**C. Meeting with the City Aldermen**

Meetings with Alderman Turner, Besner or Stellato have not been conducted by John Rabchuk

**D. Update on meeting with CMAP**

Jim Enck mentioned he attended the recent meeting with other communities and spoke with the representatives regarding the St. Charles Active River Project. The master plan drawings exhibits were similar to those by proposed by the HDG. The master plan is more rural in nature, rather than urban with a kayak and canoe launch rather than a power boat launch. Rick Brems mentioned he would try to attend the next meeting. A meeting with CMAP has been scheduled and will take place on December 3, 2015, by John Rabchuk

**5. Community Communications and Marketing**

**A. Marketing Materials**

Rick Brems suggested putting together a marketing brochure much like was done in Manchester, Ohio. It's important to have something to distribute, especially for fundraising efforts. Mr. Brems will research some possible designers and printers. Utilizing Hitchcock Design may also be an option. A grant may be sought for these expenses.

John Wessel also discussed the River Corridor site and a website update.

**6. Administrative Roles**

Chris Adesso discussed the need to have a sign in sheet and formal minutes taken at these meetings. The Active River Group will be on the City's Government Service Committee agenda every month as an "Information Only" item. An Executive Summary, approved meeting minutes, written memos and any other relevant information will need to be submitted by the 2<sup>nd</sup> Monday of the month.

In addition, Chris Adesso requested that at least one of the Active River Task Force members be present at the Government Services Committee to address any questions from the aldermen. Formal presentations to the Council members may need to occur if new items come up.

Candy Boulay of the St. Charles Park District and Isabel Soderlind from the City of St. Charles will share the responsibility of taking minutes at this meeting in the future. Chris Bong's administrative assistant may also be added to the rotation of taking minutes in the future.

John Wessel requested that the River Corridor Foundation be added as one of the entities on the Government Services Executive Summary along with the Park District, Forest Preserve District and the City.

**7. Other and New Business**

Holly Cabel requested the following items be included on the agenda for the next meeting, November 30 at 8:00 a.m.

- Riverboat Grant
- HDG Update
- Project List Update

**8. Adjournment**

Motion by Holly Cabel to adjourn meeting, second by Chris Bong.

**Voice vote:** unanimous; Nays – None; Absent: John Rabchuk, Monica Meyers  
- Motion carried at 8:58 a.m.

/cb

**MINUTES  
ACTIVE RIVER TASK FORCE MEETING  
ST. CHARLES  
JOHN RABCHUK, CHAIRMAN  
NOVEMBER 30, 2015**

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

**Members Absent:** Monica Meyers, John Wessel

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

**Visitors Present:**

**1. Call to Order**

The meeting was convened by John Rabchuk at 8:01 a.m.

**2. Minutes Review and Approval**

Motion to accept and place on file the minutes of the November 16, 2015 Active River Project meeting. Motion by Rick Brems, second Jim Enck to accept and place the minutes on file.

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

- Motion carried at 8:04 a.m.

**3. Task Force Updates**

**A. River Corridor Foundation**

The River Corridor Foundation Board approved the motion to apply for up to or matching \$20,000 Riverboat Grant Fund. The application period will open in January of 2016 and the River Corridor Foundation will apply for funds to finish the Bob Leonard Walk site furnishings, benches, landscaping, lighting, sculpture pads, etc.

The Hitchcock proposal for the Bob Leonard Walk design is due on 12/3/15. John Rabchuk had requested the “Bubble” or basic drawing from Hitchcock and the proposal provided was beyond the scope of services requested. Cost of lighting will be considered separately; the City’s Electric Utility will provide electrical plans and conduct the work as is consistent with any other development project. The entire plan will need to be shared with the Brownstone Homeowners Association before proceeding with the project.

John Rabchuk will have conversation with Hitchcock to see if they will adjust the scope of work and thus the cost. John Wessel and Jim Eck have offered to draw the plans to reduce the costs even further. Holly Cabel will contact John Wessel to see if he is up to the task. John Rabchuk will be meeting with Hitchcock on Wednesday. Jim Enck also recommended getting input on marketing and PR strategies from Hitchcock.

Tom Anderson gave a short presentation regarding the kinetic-wind driven sculpture which is being considered to reside on the island across from the Brownstones. Tom Anderson shared various drawings of the sculpture formations. The design, height, number and color

of the sculptures vary depending on the design chosen. Jim Eck proposed a variety of heights and solar lighting.

Discussion followed bringing up the following points:

- One design may require a crane to install the sculpture which will be challenging being along the river.
- This project should be presented at the January Government Services Committee meeting as part of the monthly update given by John Rabchuk. Estimated cost of the sculpture is \$34,000, which does not include installation or landscaping.
- Tom Anderson suggested that maintenance would be minimal. He mentioned he has a smaller scale sculpture and it has been maintenance free for several years.
- Protection to the sculptures will need to be considered specially during flooding situations and/or large debris flowing through the river.
- Tom Anderson mentioned he would submit for a Community Foundation Grant, which is due in January. He would apply for a \$20,000 grant.
- The idea of a plaque regarding the sculptures was presented. The plaque can be placed on the Bob Leonard Walk if the project is constructed.
- The island currently has a river birch tree that was donated by the Honeyman family. The Committee will need to incorporate the tree in to the plan or make other arrangements.
- A copy of the sculpture drawings/picture should be included in these meeting minutes.

#### **B. Active River as a Monthly Agenda Item on City Government Services Committee and Park Board agendas**

The Committee discussed last Monday's Government Service Committee (hereinafter referred to as to "GSC") presentation. The GSC presentation was brief. Council members had several questions in regards to:

- Cost and the funding sources for the project
- Return on investment
- Dam removal, what modifications are being proposed and who will own the dam
- Maintenance and upkeep

Chris Adesso mentioned that if the Committee was planning to present at the January GSC meeting, the information/documents would need to be submitted to Public Works by January 11. The committee discussed the following points regarding the presentation:

- The December 14, Active River Committee agenda will focus on preparing for the January 26, 2016, Government Services meeting.
- Describe the purpose of this Task Force and clarify the Committee's objectives. What is the committee undertaking at the current moment?
- Clarify the concept behind the "Master Plan" Spreadsheet, (re: "Specific Project Components") document i.e., a steering tool, coordination of entities working on various initiatives, a guide to prioritize projects, etc.
- Update the Council members on the specifics on the River Park and sculptures, include concept and drawings.
- It was suggested that Greg Chismark attend and assist with answering specific questions.
- John Rabchuk will present the Hitchcock concept.
- Address maintenance concerns.
- Allow the Government Services Committee to ask questions.
- Understand the Committee's position and request the needs for a particular project.

- Focus on the objective of the Committee's initiative, i.e., changing the life style of St. Charles; the river being a central focus.
- John Rabchuk will create an outline of the presentation and the Committee can discuss it at the next scheduled meeting.

**C. Proposed (subject to approval) City and Park District capital expenditure planning.**

Due to the time constraints of this meeting, this item was not discussed.

**D. Meetings with City Aldermen**

John Rabchuk has met with several Council members individually: Bessner, Bancroft, Payleitner and Gaugel. He connected briefly via email with Bill Turner but unable to schedule a time to meet. John Rabchuk will also be reaching out to Dan Stellatto and Maureen Lewis in the near future.

**E. Carpentersville/Algonquin update**

Jim Enck mentioned he attended the recent meeting regarding the above communities. As he mentioned at the last meeting, plans were more rural versus urban, no white water just mostly trails. Many drawings were posted which assisted in visualizing the project.

**F. CMAP – meeting set for December 3rd - ARP plan presentation to CMAP staff**

Jim Enck and John Rabchuk are presenting this concept at Wednesday's CMAP meeting; this could be a potential funding source. Monies for projects are federally funded, but the funds may end up flowing through the state and eventually held up due to the political and economic conditions of the state.

John Rabchuk mentioned several grants are available from a variety of sources. The Federal Trails Program is being utilized by Chicago. The Urban Rivers Program (EPA) and the American River Trails System are other sources for grant monies. Most of these grant applications require engineering plans to prove there is a viable construction project. Some of the funding sources may also require community fundraisers to match the funds. They may also have a limit on the dollars distributed on an annual basis.

**G. Private Funding Sources**

John Rabchuk mentioned a group of individuals here in St. Charles are also considering to pledge a \$1,000,000 if the River Corridor Foundation can match the million dollars. This would be a community-wide campaign effort, which can be accomplished through fundraising dinners, applying for grants, etc. There would be a time constraint on this fundraiser which could span from one-year to eighteen months. The intent of those funds would pay for all the engineering and if everything went smoothly the Committee could then be in a position to start looking for actual construction monies. The Active River Committee however still needs formal support from the Mayor and Council members regarding this project.

**4. Community Communications and Marketing Update**

The Committee discussed the need for marketing materials for the community fundraising campaign. Rick Brems mentioned two options: (1) they could create the marketing materials themselves or (2) contract it out. He received an estimate of approximately \$1,300, plus an additional \$400 for design time. The materials can be utilized for the January GSC meeting and future community fundraising campaigns. The Committee may need to consider calling in the

experts and other professional sources specifically with the City's presentations; this may be helpful in answering specific questions.

For the time being, the Committee may also consider utilizing other marketing materials from other communities. Once the St. Charles River Park Project is clearly defined, the Committee can conduct a study revealing a more accurate return on investment. This rate of return strategy may also be utilized for the coming GSC meeting. The coordination efforts being made by the Park District's Boy Scout Island Park Project would also be beneficial to present at the GSC presentation.

## **5. Other and New Business**

The next meeting will be held on December 14, at 8:00 a.m. The meeting will focus on the January GSC presentation. John Rabchuk will create a draft of the presentation to discuss at the next meeting.

Other reminders:

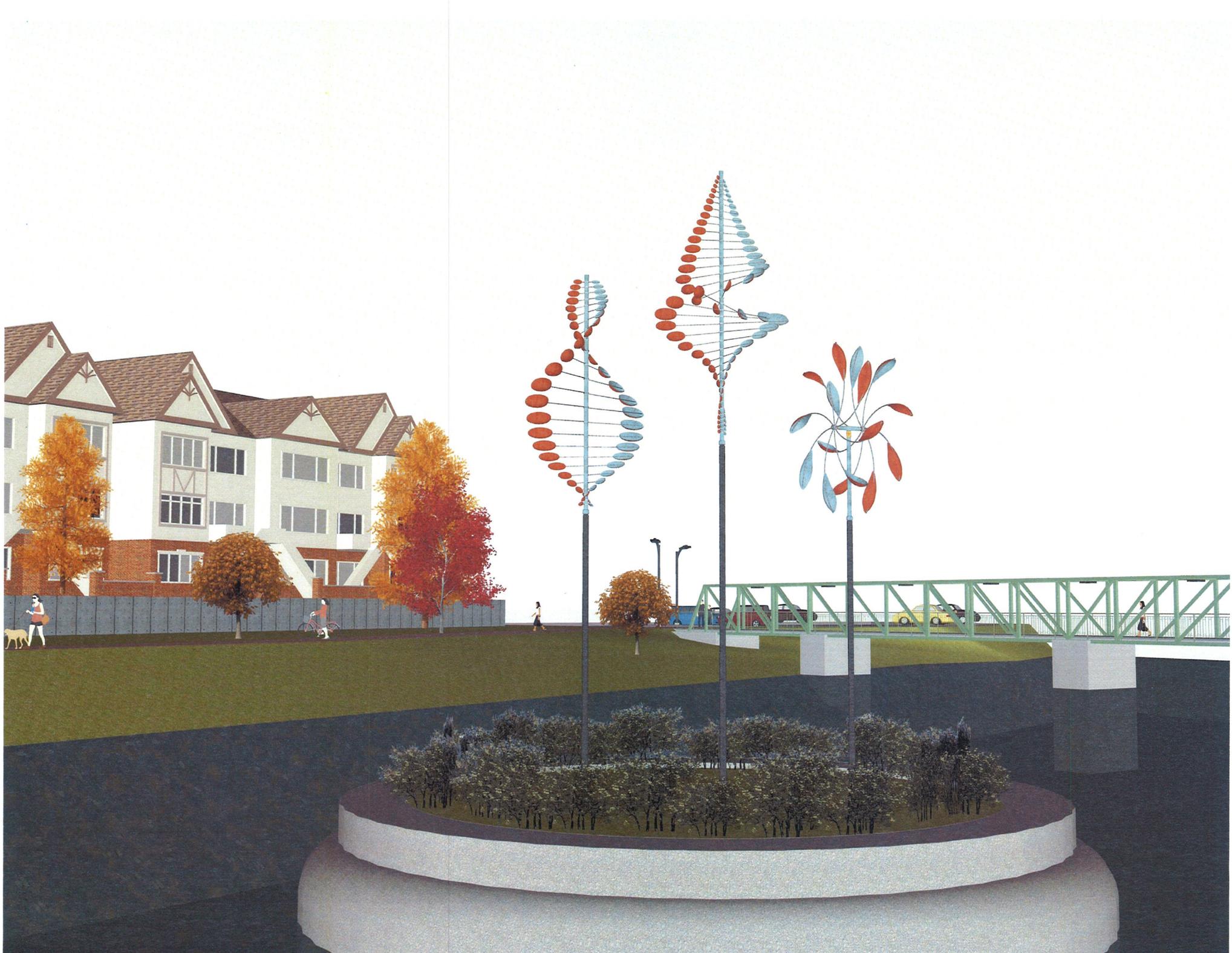
- The Riverboat Grant application is not due until January.
- The Committee will follow up with Hitchcock regarding the 25 hard copies drawings; the Committee does have an electronic copy.

## **6. Adjournment**

Motion by Jim Eck to adjourn meeting, second by Holly Cabel.

**Voice vote:** unanimous; Nays – None; Absent: Monica Meyers, John Wessel  
- Motion carried at 9:23 a.m.

/ims



Concept view from on the River

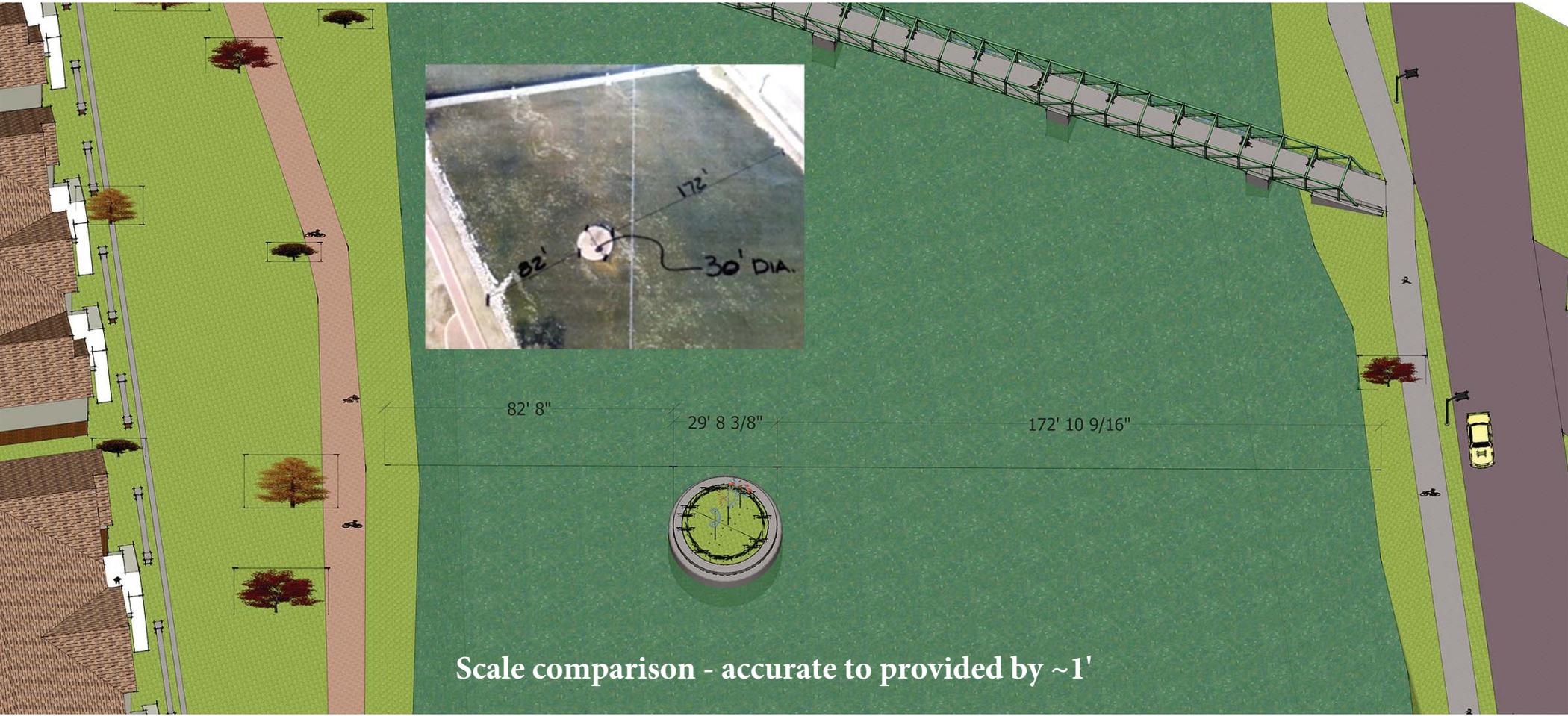


Concept view from riverbank



Concept view from pedestrian bridge



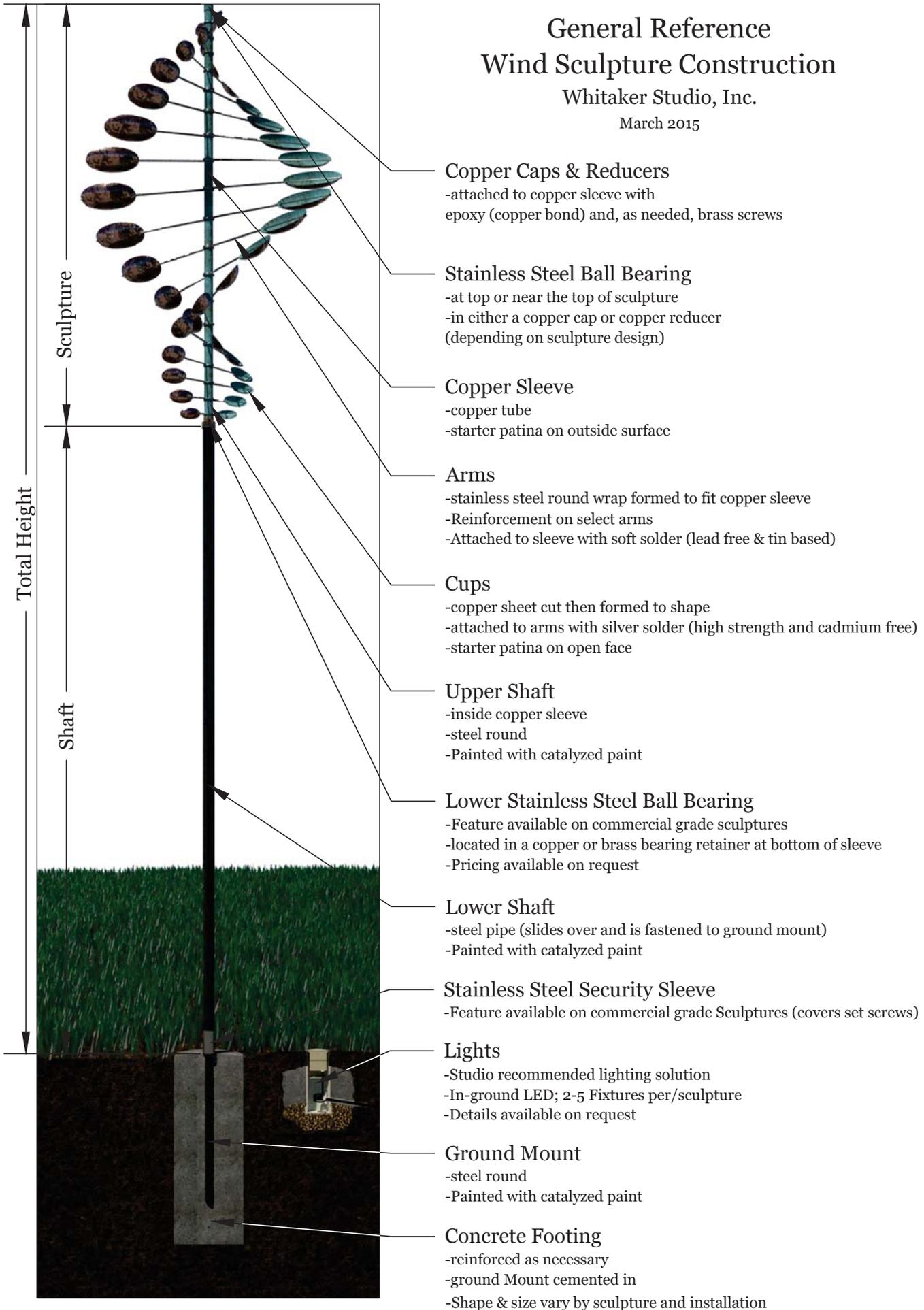


Scale comparison - accurate to provided by ~1'

# General Reference Wind Sculpture Construction

Whitaker Studio, Inc.

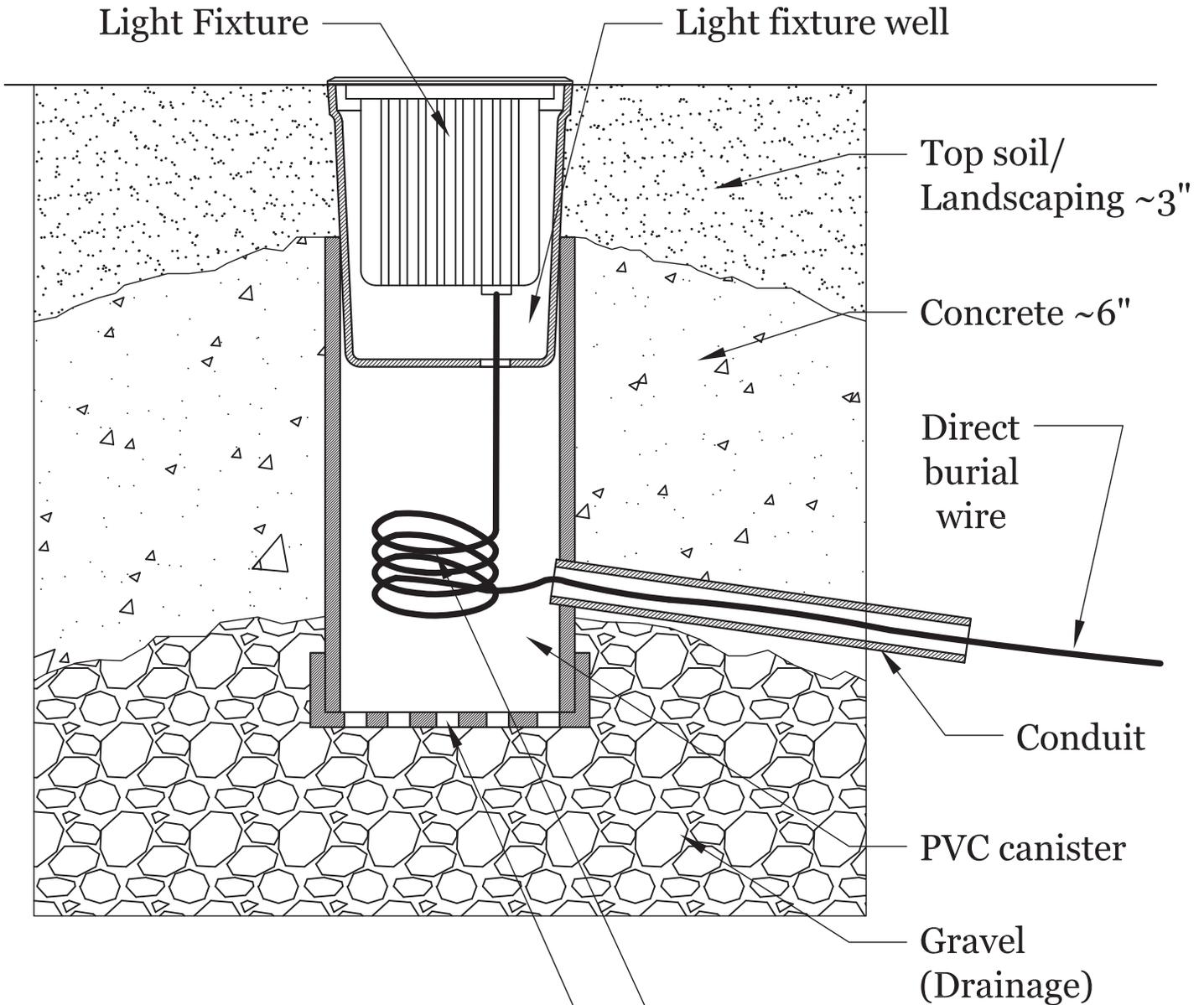
March 2015



# Lighting Detail

Whitaker Studio Inc.

8/13/14



Hole:  
Min. 14" Deep  
Min. 14" Wide

Extra wire for light  
replacement/  
maintenance

PVC Cap  
(weep holes/drainage)

**Medium In-Ground/In-Wall LED Light - UltraBright 9W**

aspectLED's in-ground/in-wall lights are classically styled recessed fixture that provides electricians, architects and lighting designers with an attractive and timeless accent lighting solution for a variety of interior and exterior applications. Excellent for stair safety, garden walls, building accent, pathway and landscape lighting. These lights feature an IP67 rating with an aluminum body and stainless steel trim bezel. Available in a variety of voltages.

**Dimensions:** 4.25" Diameter x 3.5" Depth

**Color options:** Warm White - 2700-3000K, Cool White - 4000-4300K, DayWhite (Daylight White) - 6000-6400K, Red, Green, Blue, Yellow/Amber, or RGB (multi-color)

**Luminous Flux (Brightness):** 438-542 Lumens

**LED Wattage:** 9 watts

**Power Consumption:** 10 watts

**Input Voltage:** 24VDC, 12VDC, 120-240VAC (solid colors only), 200-277VAC (solid colors only)

**LED Quantity:** 3 high brightness SMD Series 4 Ultra-bright LEDs

**LED Beam Angle:** 15, 30, 45, 60 or 90 Degrees

**IP Rating:** IP67

**Lens:** Clear step-tempered safety glass

**Waterproof Seal:** Double silicon gasketed seal

**Ambient Operating Temperature:** -30 to +131 degrees Fahrenheit

**Average lifespan:** 50,000 hours

**Weight:** 3.1 pounds

**Warranty:** 1 year

**Part #'s/Accessories**

120-240VAC version: AL-IG-M-9-120

200-277VAC version: AL-IG-M-9-277

24VDC version: AL-IG-M-9

12VDC version AL-IG-M-9-12D

Optional mounting sleeve: AL-IG-M-9-MS

### Waterproof 300 Watt LED Power Supply



aspectLED offers a full line of constant voltage LED power supplies (drivers). A high quality constant voltage power supply results in your LED lights using less energy, shining brighter, and lasting longer. Our power supplies can be used with a wide variety of in-line LED dimmers. All of our power supplies are energy efficient and eco friendly. Our power supplies feature flexible input voltage (90-130VAC) and can be ordered in 12VDC or 24VDC outputs.

Model: AL-PS-W-300

Watts: 300W

Waterproof: Yes

Usage: Indoors/Outdoors

Input voltage: 90-130VAC

Output voltage: 12VDC or 24VDC

Output current @ 12VDC: 25A

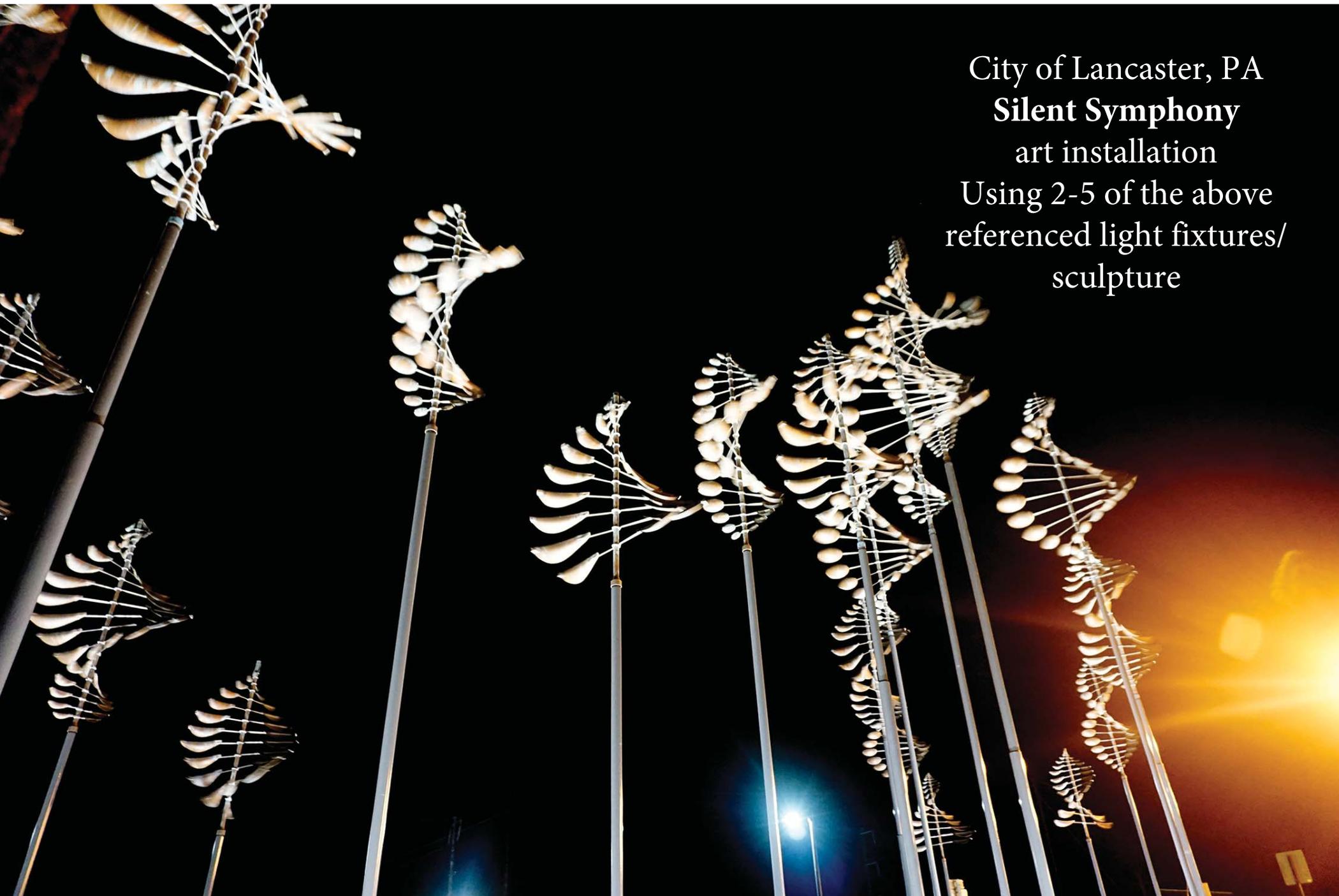
Output current @ 24VDC: 12.5A

IP rating: IP67

Size: 8.5" L x 4.5" W x 2.05" H

Weight: 9 pounds including packaging materials

Warranty: 1 year



City of Lancaster, PA  
**Silent Symphony**  
art installation  
Using 2-5 of the above  
referenced light fixtures/  
sculpture

City of Lancaster, PA

**Silent Symphony**

art installation

Using 2-5 of the above  
referenced light fixtures/  
sculpture



**MINUTES**  
**ACTIVE RIVER TASK FORCE MEETING**  
**ST. CHARLES**  
**JOHN RABCHUK, CHAIRMAN**  
**DECEMBER 14, 2015**

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

**Members Absent:** Monica Meyers, Holly Cabel

**Others Present:** Ed Werneke, Tony Zehnder, Candy Boulay

**Visitors Present:**

**1. Call to Order**

The meeting was convened by John Rabchuk at 8:01 a.m.

**2. Minutes Review and Approval**

Motion to accept and place on file the minutes of the November 30, 2015 Active River Project meeting. Motion by Rick Brems, second Chris Adesso to accept and place the minutes on file.

Voice vote: unanimous; Nays – None; Absent: Monica Meyers, Holly Cabel

Motion carried at 8:03 a.m.

**3. Task Force Updates**

- Request from Tom Anderson to install and partially pay for a sculpture to be installed at Charlemagne Island – John spoke with Community Foundation; no application on website until February 1, 2016; once available foundation will apply. Foundation applies for \$20,000; Tom Anderson will cover balance. This item will be included in the government survey presentation. The City will not be asked for funds. Chris Adesso stated he met with Tom Anderson to discuss details. An engineering permit will be required to install sculpture at the proposed site; area may be protected with bollards and powered with solar panels. Installation funds would have to be budgeted by the City. The memorial tree on the island may be relocated.
- John Rabchuk provided an update on a recent meeting with CMAP. John stated: there is money available for bio-swale concepts on the east bank of the river, south of Prairie Street. A concept design may be presented in a year or so. Funds are available for stormwater and widening of trails. CMAP has stated they would be happy to work with the Committee on this project. Assistance may be considered for construction funds once engineering is complete. A land water conservation fund which expired a year ago is in the current budget bill again to be renewed. This fund was used in other large projects for construction of urban waterways. John stated he would call a congressman friend to find out more information and seek his opinion of chances of success; this may be a major source of funding.
- A revised proposal was received from Hitchcock; \$1,000 was deducted. Jim Enck suggested that he and John Wessel do a bubble plan and apply for Riverboat funding; Jim and John agree the fee is out of line. Jim stated that he and John walked the trail. Jim shared a sketch to illustrate what could be done for \$40,000 such as benches and pots. Jim stated perhaps Pottawatomie Garden Club could provide flowers. Chris Adesso stated the City does not have extra benches. Lighting the area would be expensive so would not be considered for

this area. The River Corridor budget is \$40,000; \$20,000 may come from River Boat funds. Jim Enck suggested landscaping near the Bob Leonard Walk.

Jim Enck moved and Rick Brems seconded approval of presenting the proposed plan as presented by Jim Enck to the River Corridor Foundation. The motion passed unanimously.

- John Rabchuk reviewed the draft presentation for the Government Services Committee in January. A few changes were discussed. Tom Zehnder stated: issues shouldn't be pointed out; the message should reflect this positive project; be careful about stated numbers.

As related to City and Park District capital expenditure planning, John spoke of what he thought may happen at the meeting related to the trail going around Pottawatomie Park.

Rick Brems stated he received a feasibility study from Manchester, IA, concerning the second phase of the river project they constructed a year ago. Evidently they are very pleased with the impact that the first phase has made on the community, so they are accelerating some additions that had been planned for the future.

- Meetings with City Aldermen – John reviewed potential meetings with City Aldermen. He stated he is having a meeting with Rowena Salas of Hotel Baker.

Chris Adesso left the meeting at 8:53 a.m.

- District 303 School Board - John Rabchuk stated: Upon recommendation from Park Commissioner Trish Beckjord, John approached Dr. Schlomann regarding asking the schools if there is interest in providing long term water quality studies on the river. Sierra Club and Fox River Study Group will assist with equipment and testing. This class may also teach stormwater management to younger grades. This would be a great opportunity to create community involvement.
  - Private Fundraising – nothing new to report at this time.
4. Community Communications and Marketing – John Arends suggested putting together a video with clips from towns represented in the slideshow speaking of successes due to the river project in their communities.
  5. Comments:
    - Tony Zehnder stated the sculpture concept for the island is a tangible; it would gather people around support for the long term.
    - John Rabchuk stated a video from the Ellen DeGeneres TV Show (shot in 2007) highlighting Geneva was a great video showing a small town feel.
    - John Rabchuk stated there currently isn't a logo for the Active River Project, which may be something to think about as actual project activity begins to be implemented so that the community recognizes the impact of the entire plan.

## 6. **Adjournment**

Motion by Jim Eck to adjourn meeting, second by John Rabchuk.



## AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve Local Agency Agreement for Federal Participation with IDOT for the Red Gate Road Resurfacing Project
Presenter:	Karen Young

*Please check appropriate box:*

Government Operations	<input checked="" type="checkbox"/>	Government Services 01.25.2016
Planning & Development	<input type="checkbox"/>	City Council
Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$375,000 (\$93,750 City Share)	Budgeted:	<input checked="" type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> NO	
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**Executive Summary:**

The City received \$375,000 in Local Agency Functional Overlay (LAFO) Federal funding for the resurfacing of Red Gate Road between IL Route 31 and Randall Road. This project was intended to be a joint project with the St. Charles Township as part of the original application in 2013. Since that time the St. Charles Township has determined that this project no longer fits within their budgetary needs and has decided not to complete their section of the roadway. The City will continue to move forward with this resurfacing project, with the limits of work to include Red Gate Road from just west of Tradition Boulevard to just west of the signalized entrance at River Ridge Drive (St. Charles North High School entrance). This project will include pavement resurfacing, pavement patching, curb repairs, sidewalk ramp replacement for ADA standards and restoration. This project is currently on the Illinois Department of Transportation April 22, 2016 letting, with construction anticipated to start towards the end of July and to be completed by early August.

Since this project is partially funded with LAFO Federal Funding the City is required to submit a draft Local Agency Agreement for Federal Participation for the Illinois Department of Transportation (IDOT) review and approval, with the City executing the final documents approved by IDOT. The Local Agency Agreement for Federal Participation ensures IDOT that the City has sufficient funds set aside to cover the local share of the project costs. Below is a breakdown of the funding for this project:

	LAFO Funding	City Funding	Total Cost
<b>Construction Cost</b>	\$243,750	\$81,250	\$325,000
<b>Construction Engineering</b>	\$37,500	\$12,500	\$50,000
<b>Total Cost</b>	<b>\$281,250</b>	<b>\$93,750</b>	<b>\$375,000</b>

\*Max 75% of total project cost funded

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

Local Agency Agreement for Federal Participation

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

Recommendation to Approve Local Agency Agreement for Federal Participation with IDOT for the Red Gate Road Resurfacing Project.

<i>For office use only:</i>	<i>Agenda Item Number: 4.a</i>
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 <b>Illinois Department of Transportation</b> <b>Local Public Agency Agreement for Federal Participation</b>	Local Public Agency	State Contract	Day Labor	Local Contract	RR Force Account
	City of St. Charles	X			
	Section	Fund Type	ITEP, SRTS, or HSIP Number(s)		
		STU			
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-193-16	M-4003(658)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LPA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

**Location**

Local Name Red Gate Road Route \_\_\_\_\_ Length 0.56

Termini Randall Road to IL Route 31

Current Jurisdiction Local TIP Number 09-14-0013 Existing Structure No n/a

**Project Description**

Hot-mix asphalt surface removal, leveling binder, hot-mix asphalt surface course, Class D patches, sidewalk replacement, curb and gutter replacement, thermoplastic pavement marking and all incidental and collateral work necessary to complete this improvement

**Division of Cost**

Type of Work	STU	%	%	LPA	%	Total
Participating Construction	\$243,750	( * )	( )	\$81,250	( )	\$325,000
Non-Participating Construction		( )	( )		( )	
Preliminary Engineering		( )	( )		( )	
Construction Engineering	\$37,500	( * )	( )	\$12,500	( )	\$50,000
Right of Way		( )	( )		( )	
Railroads		( )	( )		( )	
Utilities		( )	( )		( )	
Materials						
<b>TOTAL</b>	<b>\$ 281,250</b>			<b>\$ 93,750</b>		<b>\$ 375,000</b>

\*Maximum FHWA (STU) participation 75% not to exceed \$375,000.

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

**Local Public Agency Appropriation**

By execution of this Agreement, the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum (**required for State-let contracts only**)

**Method of Financing (State Contract Work Only)**

- METHOD A---Lump Sum (80% of LPA Obligation) \_\_\_\_\_
- METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.
- METHOD C---LPA's Share \_\_\_\_\_ balance \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LPA AGREES:

- (1) To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, and the **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and the **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after final project close-out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LPA** agrees to cooperate fully with any audit conducted by the Auditor General and the **STATE**; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LPA**'s estimated obligation incurred under this Agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LPA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LPA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LPA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LPA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LPA**, may place the debt into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is federally authorized, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates shall be in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LPA's** certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - (c) The **LPA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) To complete this phase of the project within three (3) years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (23) To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months.
- To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
- (24) The **LPA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, and personnel and direct cost summaries and other documentation supporting the requested reimbursement amount (Form BLRS 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of this phase of the improvement or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) The **LPA** shall provide the final report to the appropriate **STATE** district within twelve months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
- (26) (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPAs** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

Federal funds utilized for construction activities on projects let and awarded by the **STATE** (denoted by an "X" in the State Contract field at the top of page 1) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes.

- (27) That the **LPA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

The **LPA** is also required to obtain a Dun & Bradstreet (D&B) D-U-N-S Number. This is a unique nine digit number required to identify subrecipients of federal funding. A D-U-N-S number can be obtained at the following website: <http://fedgov.dnb.com/webform>.

#### THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when Agreed Unit Prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) For agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LPA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LPA**;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

#### IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for





## AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve Construction Engineering Services Agreement with Wills Burke Kelsey Associates for the Red Gate Road Resurfacing Project
Presenter:	Karen Young

*Please check appropriate box:*

	Government Operations	X	Government Services 01.25.2015
	Planning & Development		City Council

Estimated Cost:	\$36,817.35 (City Share \$9,204.34)	Budgeted:	YES	X	NO	
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**Executive Summary:**

The Red Gate Road Resurfacing project includes consultant services for Construction Engineering due to the extensive construction documentation requirements for the use of Federal Funds. Staff has worked with Wills Burke Kelsey Associates on a number of Federally Funded Local Agency Functional Overlay (LAFO) projects, most recently including the Tyler Road Resurfacing and Peck Road Resurfacing Projects. The project team proposed for this project includes the same team members as the past two projects. WBK's team has extensive knowledge of both the IDOT and Federal Funding process and includes a former IDOT employee who ran this type of work for IDOT. Staff negotiated a fee for this work in the amount of \$36,817.35. The scope of work, number of hours and hourly rates are in line with previous projects of this nature and our project timeline.

The estimated breakdown of funding for the Phase 3 Construction Engineering will be as follows:

LAFO Grant	\$27,613.01
City Share	\$ 9,204.34
<b>Total Cost</b>	<b>\$36,817.35</b>

Since this project is partially funded with LAFO Federal Funding the City is required to submit a draft agreement for the Illinois Department of Transportation's (IDOT) review and approval, with the City executing the final documents approved by IDOT.

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

Construction Engineering Services Agreement for Federal Participation with Wills Burke Kelsey Associates for the Red Gate Road Resurfacing Project

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

Recommendation to approve Construction Engineering Services Agreement for Federal Participation in the amount of \$36,817.35 with Wills Burke Kelsey Associates for the Red Gate Road Resurfacing Project.

<i>For office use only:</i>	<i>Agenda Item Number: 4.b</i>
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Local Agency	<b>L O C A L  A G E N C Y</b>	 <b>Illinois Department of Transportation</b>  <b>Construction Engineering Services Agreement For Federal Participation</b>	<b>C O N S U L T A N T</b>	Consultant
City of St. Charles				Wills Burke Kelsey Associates
County				Address
Kane				116 W Main Street, Suite 201
Section				City
16-00107-00-RS				St. Charles
Project No.	State			
M-4003(658)	Illinois			
Job No.	Zip Code			
C-91-193-16	60174			
Contact Name/Phone/E-mail Address	Contact Name/Phone/E-mail Address			
Karen Young	Vince Di Prima (630) 443-7755			
kryoung@stcharlesil.gov	vdiprima@wbkengineering.com			

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

<b>Regional Engineer</b>	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
<b>Resident Construction Supervisor</b>	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
<b>In Responsible Charge</b>	A full time LA employee authorized to administer inherently governmental PROJECT activities
<b>Contractor</b>	Company or Companies to which the construction contract was awarded

#### Project Description

Name Red Gate Road Route FAU 2287 Length 0.49 mi Structure No. N/A

Termini Corp Limit to FAU 3887 (IL Route 31)

Description: Work includes hot-mix surface removal, resurfacing, curb repair, sidewalk repair, pavement patching and pavement marking

#### Agreement Provisions

##### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:
  - a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
  - b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
  - c. For soils, to obtain samples and perform testing as noted below.
  - d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
  - f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
  - g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
  - h. Geometric control including all construction staking and construction layouts.
  - i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
  - j. Measurement and computation of pay items.
  - k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
  - m. Revision of contract drawings to reflect as built conditions.
  - n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
  3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
  4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
  5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
  6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
  7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
  8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
  9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
  10. The undersigned certifies neither the ENGINEER nor I have:
    - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
  - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
  12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
  13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
  14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
  15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

**II. THE LA AGREES,**

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

- $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$ , or
- $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor  
 IHDC = In House Direct Costs  
 OH = Consultant Firm's Actual Overhead Factor  
 R = Complexity Factor  
 FF=Fixed Fee  
 SBO = Services by Others

Total Compensation =  $DL + IHDC + OH + FF + SBO$

Specific Rate  (Pay per element)

Lump Sum  \_\_\_\_\_

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

### III. It is Mutually Agreed,

- 1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
- 2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
- 3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
- 4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
- 5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- 6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
    - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
    - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
    - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
      - (A) abide by the terms of the statement; and
      - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
  - (b) Establishing a drug free awareness program to inform employees about:
    - (1) the dangers of drug abuse in the workplace;
    - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
    - (3) any available drug counseling, rehabilitation and employee assistance program; and
    - (4) the penalties that may be imposed upon an employee for drug violations.
  - (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
  - (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
  - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
  - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
  - (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.



**EXHIBIT A - PHASE III ENGINEERING SERVICES**

**Red Gate Road Resurfacing (LAFO)**

**Red Gate Road**

Route FAU 2287  
 Local Agency City of St. Charles  
 Section 16-00107-00-RS  
 Project M-4003(658)  
 Job No. C-91-193-16  
 Existing Structure No. 0

\*Firm's **approved rates** on file with IDOT's Bureau of Accounting and Auditing:

Overhead Rate (OH) 130.92 %  
 Complexity Factor ( R ) 0.000  
 Calendar Days 540

Method of Compensation:

- Cost Plus Fixed Fee 1  14.5%[DL + R(DL) + OH(DL) + IHDC]  
 Cost Plus Fixed Fee 2  14.5%[DL + R(DL) + 1.4(DL) + IHDC]  
 Cost Plus Fixed Fee 3  14.5%[(2.3 + R)DL + IHDC]  
 Specified Rate  (0.37 + R) DL  
 Lump Sum

Date: 1/6/2016

**Cost Estimate of Consultant's Services in Dollars**

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (DLxOH)	Services by Others	In-House Direct Costs (IHDC)	Fixed Fee	Total
1 Early Coordination and Data Collection						\$ -	\$ 14.38	\$2.08	\$16.46
	Engineer IV	8.0	\$48.64	\$389.12	\$509.44			\$130.29	\$1,028.85
2 Construction Layout and Verification Of Quantities						\$ -	\$ -	\$0.00	\$0.00
	Engineer IV	8.0	\$48.64	\$389.12	\$509.44			\$130.29	\$1,028.85
3 Utility Coordination and Conflict Resolution						\$ -	\$ -	\$0.00	\$0.00
	Engineer IV	2.0	\$48.64	\$97.28	\$127.36			\$32.57	\$257.21
4 Resident Engineering Services						\$ -	\$ 230.00	\$33.35	\$263.35
	Engineer IV	200.0	\$48.64	\$9,728.00	\$12,735.90			\$3,257.27	\$25,721.17
	Engineer III	4.0	\$38.31	\$153.24	\$200.62			\$51.31	\$405.17
5 Meetings and Coordination						\$ -	\$ 14.38	\$2.08	\$16.46
	Engineer IV	14.0	\$48.64	\$680.96	\$891.51			\$228.01	\$1,800.48
6 Material Testing/Inspection/Certification/Closeout						\$ 5,543.00	\$ -	\$0.00	\$5,543.00
	Engineer IV	1.0	\$48.64	\$48.64	\$63.68			\$16.29	\$128.61
7 Administration/ Management						\$ -	\$ -	\$0.00	\$0.00
	Engineer III	6.0	\$38.31	\$229.86	\$300.93			\$76.96	\$607.75
<b>Totals</b>		243.0		\$ 11,716.22	\$ 15,338.88	\$ 5,543.00	\$ 258.75	\$ 3,960.50	\$ 36,817.35

Route FAU 2287  
 Local Agency City of St. Charles  
 Section 16-00107-00-RS  
 Project M-4003(658)  
 Job No. C-91-193-16  
 Existing Structure M-4003(658)

**WORK HOUR ESTIMATE FOR CONSULTING SERVICES**  
**EXHIBIT A - PHASE III ENGINEERING SERVICES**  
**Red Gate Road Resurfacing (LAFO)**

Description	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer II	Engineer I	Sub-Consultant Costs	In House Direct Costs
<b>1 Early Coordination and Data Collection</b>								
1.1 Preliminary Conference			1					
1.2 Review Plans and Specifications			2					
1.3 Pre-construction set-up, File setup, Job Box, Field Book, Electronic Files			4					
1.4 Initial Field Visit (Contractor Walk Through)			1					
<b>SUB-TOTAL PERCENT</b>	<b>8.0</b>		<b>8.0</b> 100%				<b>\$ -</b>	<b>\$ 14.38</b>
<b>2 Construction Layout and Verification Of Quantities</b>								
2.1 Survey Coordination			2					
2.2 Pavement Patching Limits			2					
2.3 Field Measurement and Quantity Verification			4					
<b>SUB-TOTAL PERCENT</b>	<b>8.0</b>		<b>8.0</b> 100%				<b>\$ -</b>	<b>\$ -</b>
<b>3 Utility Coordination and Conflict Resolution</b>								
3.1 Field Locate and Verify Utilities			1					
3.2 Coordinate with Utilities to Resolve Conflicts			1					
<b>SUB-TOTAL PERCENT</b>	<b>2.0</b>		<b>2.0</b> 100%				<b>\$ -</b>	<b>\$ -</b>
<b>4 Resident Engineering Services</b>								
4.1 Construction Observation			148					
4.2 Construction Documentation (IDR, Field Book, Letters, Memos, etc)			10					
4.3 Resident Engineering Coordination				4				
4.4 Field Measurements (non-instrument field staff)			10					
4.5 Change Orders			4					
4.6 Pay Estimates			8					
4.7 Final Quantity Determination			2					
4.8 Final Inspection			2					
4.9 Final Papers			4					
4.10 Traffic Control Inspections			4					
4.11 Weekly Reports to IDOT			4					
4.12 Punchlist and Closure			4					
<b>SUB-TOTAL PERCENT</b>	<b>204.0</b>		<b>200.0</b> 98%	<b>4.0</b> 2%			<b>\$ -</b>	<b>\$ 230.00</b>
<b>5 Meetings and Coordination</b>								
5.1 IDOT Preconstruction Meeting (1 Meeting)			3					
5.2 Weekly Contractor Coordination Meetings (Assume 4 Meetings - 0.5 hrs/mtg)			2					
5.3 Local Agency Meetings (Assume 1 Meetings-1hrs/mtg)			1					
5.4 Special Utility Coordination Meeting (Assume 1 Meeting)			1					
5.5 IDOT Documentation Audits and Resolutions (Assume 2 Meetings-2hrs/mtg)			4					
5.6 Prepare Meeting Minutes and Technical Memos (Assume 6 Meetings-0.5 hr/mtg)			3					
<b>SUB-TOTAL PERCENT</b>	<b>14.0</b>		<b>14.0</b> 100%				<b>\$ -</b>	<b>\$ 14.38</b>
<b>6 Material Testing/Inspection/Certification/Closeout</b>								
6.1 Coordination Testing Subconsultant for QA Testing			1					
6.2 QA Testing Per IDOT Requirements (Testing Service Corporation)							\$ 5,543.00	
<b>SUB-TOTAL PERCENT</b>	<b>1.0</b>		<b>1.0</b> 100%				<b>\$ 5,543.00</b>	<b>\$ -</b>
<b>7 Administration/ Management</b>								
7.1 Project Administrative Set-up				1				
7.2 Scope of Work Reviews & Schedule Monitoring				1				
7.3 Budget Control & Manpower planning				1				
7.4 Project team meetings (internal)				1				
7.5 Contract Administration				1				
7.6 General Administration				1				
<b>SUB-TOTAL PERCENT</b>	<b>6.0</b>			<b>6.0</b> 100%			<b>\$ -</b>	<b>\$ -</b>
<b>TOTALS PERCENT</b>	<b>243.0</b>		<b>233.0</b> 96%	<b>10.0</b> 4%			<b>\$ 5,543.00</b>	<b>\$ 258.75</b>

**Local Agency** City of St. Charles  
**Section** 16-00107-00-RS  
**Project** M-4003(658)  
**Job No.** C-91-193-16  
**Existing Struc** 0

**Consultant** Wills Burke Kelsey Associates, Ltd.

			TASK 1		TASK 2		TASK 3	
			Early Coordination and Data Collection		Construction Layout and Verification Of Quantities		Utility Coordination and Conflict Resolution	
ITEM	UNITS	UNIT COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST
<b>DIRECT COSTS</b>								
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Travel Mileage	DAY	\$45.00		\$0.00		\$0.00		\$0.00
Travel Mileage	MILE	\$0.575	25	\$14.38		\$0.00		\$0.00
24 x 36 BW Bond Sheets	SHEET	\$0.66		\$0.00		\$0.00		\$0.00
24 x 36 Color Bond Sheets	SHEET	\$21.00		\$0.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$13.50		\$0.00		\$0.00		\$0.00
24 x 36 Display Boards	EACH	\$33.00		\$0.00		\$0.00		\$0.00
11 x 17 BW Photocopies	SHEET	\$0.20		\$0.00		\$0.00		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.25		\$0.00		\$0.00		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.15		\$0.00		\$0.00		\$0.00
8 ½ x 11 Color Photocopies	SHEET	\$1.25		\$0.00		\$0.00		\$0.00
Small Report Binding	EACH	\$40.00		\$0.00		\$0.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00		\$0.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00		\$0.00		\$0.00
Public Notice (News Paper)	UNIT	\$350.00		\$0.00		\$0.00		\$0.00
Survey Equipment (Per Week)	UNIT	\$700.00		\$0.00		\$0.00		\$0.00
Specialty Equipment	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Permit Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Plan/Inspection Review Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Recording Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Title Commitments	EACH	\$400.00		\$0.00		\$0.00		\$0.00
Phase I Archeological Survey	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Special Waste Radius Report	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
<b>Sub-Totals</b>				<b>\$14.38</b>		<b>\$0.00</b>		<b>\$0.00</b>

**Local Agency** City of St. Charles  
**Section** 16-00107-00-RS  
**Project** M-4003(658)  
**Job No.** C-91-193-16  
**Existing Struc** 0

**Consultant** Wills Burke Kelsey Associates, Ltd.

ITEM	UNITS	UNIT COST	TASK 4 Resident Engineering Services		TASK 5 Meetings and Coordination		TASK 6 Material Testing/Inspection/Certific ation/Closeout	
			QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST
<b>DIRECT COSTS</b>								
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Travel Mileage	DAY	\$45.00		\$0.00		\$0.00		\$0.00
Travel Mileage	MILE	\$0.575	400	\$230.00	25	\$14.38		\$0.00
24 x 36 BW Bond Sheets	SHEET	\$0.66		\$0.00		\$0.00		\$0.00
24 x 36 Color Bond Sheets	SHEET	\$21.00		\$0.00		\$0.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$13.50		\$0.00		\$0.00		\$0.00
24 x 36 Display Boards	EACH	\$33.00		\$0.00		\$0.00		\$0.00
11 x 17 BW Photocopies	SHEET	\$0.20		\$0.00		\$0.00		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.25		\$0.00		\$0.00		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.15		\$0.00		\$0.00		\$0.00
8 ½ x 11 Color Photocopies	SHEET	\$1.25		\$0.00		\$0.00		\$0.00
Small Report Binding	EACH	\$40.00		\$0.00		\$0.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00		\$0.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00		\$0.00		\$0.00
Public Notice (News Paper)	UNIT	\$350.00		\$0.00		\$0.00		\$0.00
Survey Equipment (Per Week)	UNIT	\$700.00		\$0.00		\$0.00		\$0.00
Specialty Equipment	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Permit Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Plan/Inspection Review Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Recording Fees	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Title Commitments	EACH	\$400.00		\$0.00		\$0.00		\$0.00
Phase I Archeological Survey	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
Special Waste Radius Report	UNIT	\$1.00		\$0.00		\$0.00		\$0.00
<b>Sub-Totals</b>				<b>\$230.00</b>		<b>\$14.38</b>		<b>\$0.00</b>

**Local Agency** City of St. Charles  
**Section** 16-00107-00-RS  
**Project** M-4003(658)  
**Job No.** C-91-193-16  
**Existing Struc** 0

**Consultant** Wills Burke Kelsey Associates, Ltd.

			TASK 7	
			Administration/ Management	
ITEM	UNITS	UNIT COST	QUANT.	TOTAL COST
<b>DIRECT COSTS</b>				
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00		\$0.00
Travel Mileage	DAY	\$45.00		\$0.00
Travel Mileage	MILE	\$0.575		\$0.00
24 x 36 BW Bond Sheets	SHEET	\$0.66		\$0.00
24 x 36 Color Bond Sheets	SHEET	\$21.00		\$0.00
24 x 36 Mylar Plots	SHEET	\$13.50		\$0.00
24 x 36 Display Boards	EACH	\$33.00		\$0.00
11 x 17 BW Photocopies	SHEET	\$0.20		\$0.00
11 x 17 Color Photocopies	SHEET	\$2.25		\$0.00
8 ½ x 11 BW Photocopies	SHEET	\$0.15		\$0.00
8 ½ x 11 Color Photocopies	SHEET	\$1.25		\$0.00
Small Report Binding	EACH	\$40.00		\$0.00
Medium Report Binding	EACH	\$75.00		\$0.00
Large Report Binding	EACH	\$100.00		\$0.00
Public Notice (News Paper)	UNIT	\$350.00		\$0.00
Survey Equipment (Per Week)	UNIT	\$700.00		\$0.00
Specialty Equipment	UNIT	\$1.00		\$0.00
Permit Fees	UNIT	\$1.00		\$0.00
Plan/Inspection Review Fees	UNIT	\$1.00		\$0.00
Recording Fees	UNIT	\$1.00		\$0.00
Title Commitments	EACH	\$400.00		\$0.00
Phase I Archeological Survey	UNIT	\$1.00		\$0.00
Special Waste Radius Report	UNIT	\$1.00		\$0.00
<b>Sub-Totals</b>				<b>\$0.00</b>





Local Agency: City of St. Charles, Kane County, Illinois  
Location: Red Gate Road – Corporate Limit to FAU 3887 (IL Route 31)  
Section No.: 16-00107-00-RS  
Project No.: M-4003(658)  
Job No.: C-91-193-16  
Type of Funding: LAFO  
Existing Structure No.: N/A

## Scope of Service

### PHASE III ENGINEERING SERVICES FOR THE RED GATE ROAD RESURFACING (LAFO)

The City of St. Charles, Illinois has initiated a project requiring professional engineering services by Wills Burke Kelsey Associates (WBK) for the performance of Phase III (Construction) Engineering for improvements on Red Gate Road from the City Corporate Limits to FAU 3887 (IL Route 31).

The following scope has been prepared based on the City of St. Charles and Illinois Department of Transportation policies and procedures for construction supervision and documentation.

#### UNDERSTANDING OF THE PROJECT

**Proposed Work.** The project will include the resurfacing of existing Red Gate Road from the City Corporate Limits to FAU 3887 (IL Route 31), a distance of approximately 0.49 miles. The work will include hot-mix asphalt surface removal and resurfacing, curb repair, sidewalk repair, pavement patching, area reflective crack control, minor grading and shaping, and thermoplastic pavement markings.

**Contract Duration.** This project is scheduled to be on the April 22, 2016 letting with an anticipated construction start around July 5, 2016. The contract completion date is August 5, 2016 with five (5) additional working days to complete all punch list items.

*Labor Force for Construction Year 2016.* For man-power scheduling and estimating purposes, we are assuming that the Contractor will start work near the beginning of July 2016 and generally work a five-day work week (Mon.-Fri.) and approximately 50% of the Saturdays within the time frame of construction (9 hour work days excluding Sunday or holidays). It is assumed, based on the scope of the project that construction will take about 4 weeks and will be substantially complete including punch list items on or before August 12, 2016 and final documentation and closeout with IDOT on or before December 30, 2016. It is assumed the entire project duration will be staffed with one (1) full time field personnel consisting of the Resident Engineer and part-time supplemental supporting staff (i.e.: Field Technician, Administration/Clerical, etc.).

**General Requirements.** None of the services to be furnished shall be sublet, assigned, or transferred to any other party or parties without the written consent of the City. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished shall not be construed to relieve the consultant of any responsibility for the fulfillment of this agreement.

The consultant shall submit invoices, based on the consultant's progress reports, to the City no more than once a month for partial payment on account for the consultants work completed to date. Such invoices shall represent the value, to the City of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.

**Summary.** The Scope of Services for the Phase III Engineering involves a comprehensive effort to provide field inspection to assure the project completion is in accordance with the contract documents and plans. Included in this Phase III scope will be Quality Assurance Testing of materials, field inspection and documentation of work and quantities, Contractor coordination, preparation and submittal of cost estimates and change orders, final processing and documentation of measured quantities.

#### **TASK I – EARLY COORDINATION AND DATA COLLECTION**

**Preliminary Conference.** Meet with City of St. Charles Staff to discuss the goals and objectives of the project.

**Review of Existing Data.** Resident Engineer will review of plans, specifications, and contract documents.

**Project Set-up.** Pre-construction set-up, which includes file and document organization, prepare hard and electronic files such as pay request, IDR, weekly report, change order, traffic control, material inspection, quantity documentation and erosion control report forms and other files and forms required by the City of St. Charles and IDOT.

**Contractor Walk Through.** Attend a site visit and walk through with the Contractor to review all existing conditions.

#### **TASK II - CONSTRUCTION LAYOUT AND VERIFICATION OF QUANTITIES**

**Survey Coordination.** Coordinate the marking of street centerline stationing and marking of the removal limits for sidewalk, curb and driveways by City of St. Charles personnel.

**Pavement Patching Limits.** The Resident shall determine and mark the location of pavement patches and shall coordinate with the City of St. Charles for approval of the pavement patching locations. The Resident shall document the patching limits in a field book.

**Field Measurements and Quantity Verification.** The Resident and/or the staff shall use standard survey methods and measuring techniques in the preparation of quantity verification, which will include, but not limited to, taping lineal foot items such as curbs, area measurement such as pavement patching and sidewalk and pavements and weight measures such as hot-mix asphalt. These measurements are required as part of the IDOT documentation process for final payment.

### **TASK III - UTILITY COORDINATION AND CONFLICT RESOLUTION**

**Verify Utilities.** The Resident Engineer will be responsible for reviewing the utility locates and verifying the locations to the plans prior to the start of the construction.

**Coordination with Utility Companies.** Although the Resident Engineer is not responsible for the utilities, the Resident Engineer will assist the Contractor and the City of St. Charles in the coordination of utility conflicts, adjustments, and relocations.

### **TASK IV - RESIDENT ENGINEERING SERVICES**

Wills Burke Kelsey Associates will provide Resident Engineering personnel to perform continuous construction observation of the Contractor's operations for compliance with the plans, specifications, and contract documents.

Resident Engineer. The Resident Engineer will be responsible for observing the project, managing the support staff and the following contractual items of work:

- Complete all documentation required by IDOT Policy.
- Assign and schedule all field and material inspection and must maintain daily contact with the Contractor's personnel to proficiently provide the engineering services necessary for the Contractor's continued progress.
- Direct client contact on project related issues.
- Observe and document traffic control.
- Observe daily construction observation for compliance to the plans and specifications.
- Coordinate daily with Contractor on work and schedule.
- Manage and quality control of construction engineering staff.
- Maintain daily record of Contractor's activities.
- Prepare and submit all partial and final payment estimates, change orders, records, certifications, documentation, and reports.
- Prepare and submit all partial and final material documentation in accordance with IDOT MISTIC system.
- Conduct project meetings (as required).
- Evaluate and provide engineering solutions to solve construction conflicts.
- Punch list and closure.
- Final documentation, IDOT audit and project closeout with the St. Charles and IDOT.
- Coordinate all sub-consultant activities.
- Maintain project status to the City which may be included on the City's website.
- Maintain a daily record of the Contractor's activities throughout construction including sufficient information to permit verification of the nature and costs of changes in plans and authorized extra work.
- Engineering services shall include all equipment, instruments, supplies, transportation, and personnel required to perform the duties of the resident engineer.
- Furnish the services herein within twenty-four hours of notification by the City or authorized representative.
- Attend meetings and visit the site at any reasonable time when requested to do so by representatives of the City or IDOT.
- Inspect, document, and inform the City of the adequacy of the establishment and maintenance of the traffic control.

**Staff Engineer, Inspector, Technician, and Clerk.** This estimate assumes that a staff engineer, inspector, technician or a clerk may be required part time to assist the Resident Engineer in the field and in the office with the following contractual items of work:

- Support Resident Engineer in daily tasks.
- Provide construction observation and inspection activities.
- Measurement and computation of pay items and quantities.
- Typing and distribution of meeting minutes, reports and change orders.

## **TASK V - MEETINGS AND COORDINATION**

**Pre-Construction Meeting.** Prior to the start of construction, it is assumed that IDOT will arrange a pre-construction meeting. All personnel involved with the project, including all necessary utility representatives, Contractor's personnel, construction supervision personnel, local agency representatives, and City of St. Charles staff shall be requested to attend. The Resident Engineer shall be required to provide agenda, attend the meeting, and take meeting minutes to be submitted to IDOT and the City of St. Charles with copies sent to all other attendees no later than 7 days after the date of the pre-construction conference. (Assume 1 meeting)

**Weekly Construction Meetings.** Weekly coordination meetings shall be scheduled and coordinated by the Resident Engineer. These meetings shall be for the purpose of coordinating construction activities for the upcoming week, and any other important issues that may arise. (Assume 4 meetings)

**Local Agency Information Meetings.** Local Agency meetings including businesses, residents and interested groups will be coordinated by the Resident Engineer. These meetings shall be for providing information related to construction issues, budget, scheduling, and other important issues that may arise regarding work within the project limits. These meetings will be held on an as need basis. (Assume 1 meetings)

**Utility Coordination Meeting.** Utility coordination meeting shall be scheduled and coordinated by the Resident Engineer. This meeting shall be for coordinating the scheduling of construction activities in conjunction with utility relocations and adjustments. The meetings may be required when conflict between the utility and the proposed improvement require cooperative effort and alternative engineering design and plan revisions. (Assume 1 meeting)

**IDOT Audits.** These meetings are required and scheduled by IDOT. The meeting is required by IDOT to periodically review contract documents and material certifications for completeness in accordance with IDOT policies. The Resident Engineer will be required to attend the audits and provide corrections to all deficiencies (Assume 2 meetings).

**Meeting Minutes.** The Resident Engineer shall be required to attend, run, and provide meeting minutes to be submitted to the City of St. Charles, IDOT, and/or other agencies in attendance no later than 7 days after the date of the coordination meeting. (Assume 6 meetings)

## **TASK VI – MATERIAL TESTING/INSPECTION/CERTIFICATION/CLOSEOUT**

The Contractor will be required to provide the Quality Control (QC) testing required by the plans and specifications. The Phase III Engineering Services will be required to provide the

subsequent Quality Assurance (QA) testing. The testing requirements and frequency of testing will be as required and outlined in the IDOT Manual for Materials Testing Inspection and Procedures.

**Quality Assurance Testing.** An outside geotechnical/testing firm will be utilized to provide the Quality Assurance testing required by IDOT and will be responsible for, but not limited to, the following contractual items of work:

- Concrete field and plant inspections that include: testing of concrete mixtures and completion/ submission of reports needed, transporting and testing of concrete cylinders and reporting results.
- HMA field and plant inspections that include: testing of hot mix asphalt mixtures and completion/ submission of reports needed reporting results.
- Aggregate and subgrade soils sampling and testing.
- Quality assurance of materials and enforcement of the contract provisions through the Resident Engineer.
- Preparation and submittal of material records, documentation and reports as needed.

The man-hour estimate includes hours to schedule and coordinate the geotechnical work and field activities. Testing Service Corporation will perform the Quality Assurance testing. The complete Scope of Services is included in the attached Testing Service Corporation proposal for material engineering services.

The review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

## **TASK VII - PROJECT ADMINISTRATION/MANAGEMENT**

An individual with extensive engineering design and construction experience will be assigned the dual role of Project Manager / Project Engineer. This individual will be responsible for the following contractual items of work:

- Ongoing consultation with project staff.
- Quality assurance of field-testing of materials.
- Quality assurances of construction work in progress and the enforcement of the contract provisions.
- Quality assurance of all project reports, pay estimates, change orders, records, documentation, and reports.
- Attend conferences and job site meetings as needed.
- Occasional job site visits.
- Project closeout review and guidance.
- Provide guidance and resolution to construction issues.



**Illinois Department  
of Transportation**

**Local Public Agency Resident  
Construction Supervisor/ In  
Responsible Charge**

Deputy Director Division of Highways  
Regional Engineer  
Department of Transportation  
201 West Center Court  
Schaumburg, Illinois 60196-1096

County Kane  
Municipality City of St. Charles  
Section 16-00107-00-RS  
Route FAU.22B7.(Red Gate Road)  
Contract No. \_\_\_\_\_  
Job No. C-91-193-16  
Project M-4003(65B)

- I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.
- I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

\_\_\_\_\_  
Date Signature and Title (for the Local Public Agency)

Christopher Brazas  
Applicants Name (Type or Print)

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.

**For Consultants:** I certify that my firm is prequalified in Construction Inspection and my Documentation of Contract Quantities certificate number is 14-0149.

Chris graduated from the University of Purdue with a Bachelor Degree in Civil Engineering and has a Masters of Science from the University of Illinois at Chicago in Civil and Environmental Engineering. He has 30+ years of experience in the field of civil engineering with a concentration in construction observation and oversight. He is responsible for administrating construction meetings, representing local government agencies with field inspections / observations, and project close out. The tasks related to this work include conducting and organizing pre-construction meetings, construction documentation including inspection reports and photo observation reports, and reviewing project quantities and pay items.

1/14/2016 Christopher Brazas Resident Engineer  
Date Signature of Applicant Job Title of Applicant

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Approved \_\_\_\_\_  
Date Deputy Director Division of Highways Regional Engineer

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets  
Engineer of Construction, Central Bureau of Construction  
Resident Construction Supervisor  
Local Public Agency

January 6, 2016



TESTING SERVICE CORPORATION

*Corporate Office*

360 South Main Place, Carol Stream, IL 60188-2404  
630.462.2600 • Fax 630.653.2988

Mr. Vince Di Prima  
Wills Burke Kelsey Associates, Ltd.  
116 West Main Street Suite 201  
St. Charles, IL 60174-1854

RE: P.N. 56,152  
Construction Material Engineering  
Red Gate Road - FAU 2287  
Section 16-00107-00-RS  
St. Charles, IL

Dear Mr. Di Prima:

Per your request, Testing Service Corporation (TSC) is pleased to submit this proposal to provide the Construction Materials Engineering Services that will be requested by you for the above referenced project. The broad objectives of our work will be to conduct and interpret tests and report our findings as directed by Wills Burke Kelsey Associates, Ltd.

TSC is staffed and equipped to provide any of the following services that may be ordered by you:

- **Field Quality Control Services**
  - Observe proof-rolling operations.
  - Recommend amount of undercut using IDOT cone penetrometer procedure.
  - Perform in-place density tests on engineered fill/backfill and granular base course
  - Test plastic concrete for slump, air content, temperature, unit weight and cast test cylinders.
  - Establish rolling pattern for bituminous concrete pavement mix with nuclear density gauge.
  - Pickup samples in the field for laboratory tests.
- **Bituminous Concrete Batch Plant Quality Control Services**
  - Daily hot bin and extraction analysis.
  - Sampling and testing of stockpile materials.
  - Check and adjust mixing formulas, as necessary.
  - Check temperatures of bitumen, drum and final mix.
  - Mold Marshall samples and check for stability and flow or determine density of Prepared (HMA) specimen by means of Gyratory Compactor.
  - Other tests as required by current IDOT procedures guide.
- **Portland Cement Concrete Batch Plant Quality Control Services**
  - Verify that current IDOT mix design is being used.
  - Check moisture content of fine aggregate.
  - Perform sieve analysis on stockpiled materials, as required by IDOT criteria.
  - Check the slump, air and temperature of final mix.
  - Other tests, as required by current IDOT procedure guide.
- **Laboratory**
  - Perform laboratory compaction curve for each soil type used.
  - Determine density and thickness for core samples submitted by contractor.
  - Aggregate gradation and soundness analysis.
  - Perform compressive and flexural strength tests for concrete cylinders and beams.
  - Other tests, as required.

- **QA Manager Services**

- Review test results performed by our technicians in accordance with IDOT specification
- Monitor and schedule site visits to test 20% of the total quantities for HMA and PCC mixes
- Complete the necessary paperwork for PCC and HMA testing and electronically submit them to IDOT and your office.

TSC's field technicians are represented by Local 150 of the International Union of Operating Engineers. Supervision of the testing, observation and reporting is provided by a Registered Professional Engineer. Reports will generally be issued on a weekly basis as work progresses. Invoices will be issued monthly, subsequent to the reporting period.

A budget amount of Five Thousand Five Hundred Forty Three Dollars (\$5,543.00) is recommended for your project. This estimate is based on a review of plans and specifications provided by Wills Burke Kelsey Associates, Ltd. and prior experience on similar projects. TSC's itemized estimate is included in the "Assumptions and Estimated Fee" portion of this proposal. Factors such as weather, contractor efficiency and deviations from minimum testing and observation requirements may significantly impact the CME budget. Our fee is further subject to this proposal being accepted by you on or before December 31, 2016.

The Services performed by TSC under this proposal are subject to prevailing wage regulations under Illinois law. Prevailing wage rates are established in June by the State of Illinois. Should the established wage be changed between the time of this proposal and the time of work, it will be necessary to revise this proposal so that the rates required by law are properly reflected. Prevailing wage categories are defined as follows:

Material Tester I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

Material Tester II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete and concrete and asphalt batch plants, adjusting proportions of bituminous mixtures.

TSC's fees include TSC's services being performed subject to the attached General Conditions which are incorporated herein. Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. Vince Di Prima  
Wills Burke Kelsey Associates, Ltd.  
116 West Main Street Suite 201  
St. Charles, IL 60174-1854  
Tel: (630) 443-7755  
Fax: (630) 443-0533  
email: [vdiprima@wbkengineering.com](mailto:vdiprima@wbkengineering.com)

When completing the attached project data form, kindly indicate who is to receive copies of TSC's report and other project data.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully Submitted

TESTING SERVICE CORPORATION



Thomas J. Morris, P.E.  
President

TJM:MDB:kw

Enc: General Conditions  
Project Data Sheet

Prepared By,



Michael D. Billings  
Vice President

Approved and accepted for \_\_\_\_\_ by:

\_\_\_\_\_

(NAME)

\_\_\_\_\_

(TITLE)

\_\_\_\_\_

(DATE)

**SCHEDULE OF CHARGES**

ITEM I    FIELD SERVICES

- |                                    |           |           |
|------------------------------------|-----------|-----------|
| A. Material Tester I               | Per Hour: | \$ 112.50 |
| B. Material Tester II              | Per Hour: | \$ 125.00 |
| C. IDOT QC/QA Level III BIT or PCC | Per Hour: | \$ 125.00 |

CME Technician classification includes IDOT BIT/PCC and QC/QA Certified Technicians. The time is portal-to-portal from the office servicing the project. Increase hourly rate by 1.4 for over 8.0 hours per day or Saturday . Increase hourly rate by 1.8 for Sunday or Holiday work. The minimum trip charge for 0 to 4 hours is four (4) hours and for 4 to 8 hours is eight (8) hours Monday through Friday and eight (8) hours on Saturday and Sunday.

Engineering services for summary report preparation are invoiced at the Graduate Engineer Rate.

- |  |           |          |
|--|-----------|----------|
| D. Transportation, Light Vehicle         | Per Mile: | \$ 0.60  |
| E. Use of Nuclear Moisture/Density Gauge | Per Day:  | \$ 35.00 |
| F. Pickup Concrete Test Samples          | Per Trip: | \$ 90.00 |

ITEM II    LABORATORY SERVICES

- |  |       |           |
|--|-------|-----------|
| A. Soils   |       |           |
| 1. Compaction Curve to establish the maximum dry unit weight and optimum water content |       |           |
| a. Modified (AASHTO T180, ASTM D1557)  | Each: | \$ 190.00 |
| b. Standard( AASHTO T99, ASTM D698)  | Each: | \$ 180.00 |
| c. Add for Methods B, C, or D  | Each: | \$ 18.00  |
| 2. Thin-Walled Tube Samples  |       |           |
| a. Combined Water Content & Dry Unit Weight Determination                              | Each: | \$ 18.00  |
| b. Unconfined Compressive Strength   | Each: | \$ 12.00  |
| B. Portland Cement Concrete/Aggregates   |       |           |
| 1. Concrete Test Cylinders (6"x12")  |       |           |
| a. Compressive Strength  | Each: | \$ 17.50  |
| b. Spares/Handling Charge  | Each: | \$ 17.50  |
| c. Trim End of Specimen When Necessary   | Each: | \$ 30.00  |
| 2. Concrete Test Cylinders (4"x8")   |       |           |

a. Compressive Strength	Each:	\$ 17.50
b. Spares/Handling Charge	Each:	\$ 17.50
c. Trim End of Specimen When Necessary	Each:	\$ 30.00
3. Sieve Analysis		
a. Unwashed	Each:	\$ 68.50
b. Washed	Each:	\$ 90.00
C. Bituminous Concrete		
1. Extraction Analysis		
a. Unwashed	Each:	\$ 185.00
b. Washed	Each:	\$ 205.00
2. Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two	\$ 185.00
3. Theoretical Maximum Specific Gravity of Paving Mixture	Each:	\$ 90.00
4. Calibration of Ignition Oven for Asphalt Content by IDOT Methods:	Each:	\$ 650.00
5. Determining Asphalt Content by Ignition Oven:	Each:	\$ 100.00
6. Determining Asphalt Content by Ignition Oven and Washed Gradation:	Each:	\$ 175.00
7. Bulk Density of Core Specimens	Each:	\$ 45.00

ITEM III    CONSULTATION AND REPORT PREPARATION

A. Registered Professional Engineer, Principal	Per Hour:	\$ 200.00
B. Registered Professional Engineer	Per Hour:	\$ 160.00
C. Graduate Civil Engineer	Per Hour:	\$ 140.00
D. Transportation		
1. Light Vehicle	Per Mile:	\$ 0.60
2. Public Transportation		Cost + 10%

The above rates are valid through December 31, 2016.

### ASSUMPTIONS & ESTIMATED FEE

The following estimate is based on review of materials quantities provided by the Wills Burke Kelsey Associates, Ltd. and the Illinois Department of Transportation's Project Procedures Guide. At the time this estimate was prepared the contractor's schedule was not available. The unit prices used below are based on our current cost structure.

<b>Portland Cement Concrete/Field</b>					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	8.0	112.50	\$ 900.00
2	Travel, Material Tester I	Hour		146.25	\$ 0.00
3	Travel, Light Vehicle	Mile	60	0.60	\$ 36.00
4	Pickup Test Samples	Each	2	90.00	\$ 180.00
5	Concrete Test Cylinders (6"x 12")	Each	8	17.50	\$ 140.00
6	Concrete Test Cylinders (4"x 8")	Each		17.50	\$ 0.00
7	Sieve Analysis, Unwashed	Each		68.50	\$ 0.00
<b>Sub-Total:</b>					<b>\$ 1,256.00</b>

Estimate Basis: Two site visits to test and sample concrete placed for sidewalks (1 trip), and combination curb and gutter (1 trip).

<b>Bituminous Concrete/Field</b>					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	24.0	112.50	\$ 2,700.00
2	Travel, Material Tester I	Hour		146.25	\$ 0.00
3	Travel, Light Vehicle	Mile	120	0.60	\$ 72.00
4	Pickup Test Samples	Each		90.00	\$ 0.00
5	Nuclear Moisture Density Gauge	Day	4	35.00	\$ 140.00
6	Density of Core Sample	Each	15	45.00	\$ 675.00
<b>Sub-Total:</b>					<b>\$ 3,587.00</b>

Estimate Basis: Four site visits to monitor the compaction of HMA mixes placed for Class D patches (1 trip), leveling binder (1 trip), N50 surface (1 trip), and N70 surface (1 trip) mixes. Two plant visits to pick up core samples for density determinations.

Project Coordination & Report Preparation					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Project Engineer	Hour	5	140.00	\$ 700.00
2	QA Manager	Hour	0	100.00	\$ 0.00
Sub-Total:					\$ 700.00

TSC's base fee schedule includes up to three copies of each report.

**Estimated Total:   \$       5,543.00**

**RECOMMENDED BUDGET:   \$       5,543.00**



## TESTING SERVICE CORPORATION

**1. PARTIES AND SCOPE OF WORK:** If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

**2. SCHEDULING OF SERVICES:** The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

**3. ACCESS TO SITE:** TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

**4. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this Agreement. Unless otherwise agreed in writing, TSC's responsibility with respect to underground utility locations is to contact the Illinois Joint Utility Locating Information for Excavators for the location of public, but not private, utilities.

**5. DISCOVERY OF POLLUTANTS:** TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et, seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

**6. MONITORING:** If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to

perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

**7. DOCUMENTS AND SAMPLES:** Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

**8. TERMINATION:** TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

**9. PAYMENT:** Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

**10. WARRANTY:** TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

# GENERAL CONDITIONS

## Geotechnical and Construction Services

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

**11. INDEMNITY:** Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

**12. SUBPOENAS:** TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

**13. OTHER AGREEMENTS:** TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.



TESTING SERVICE CORPORATION

Project Data Sheet

General Information:

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

Project Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Project Manager: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Site Contact: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Send Invoice To:

Purchase Order Number: \_\_\_\_\_

Attention: \_\_\_\_\_

Company: \_\_\_\_\_

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

City / State / Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Important Notes:

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

Completed By:

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

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

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

Distribute Reports as Follows:

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

Company: \_\_\_\_\_

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

City / State / Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

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

Company: \_\_\_\_\_

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

City / State / Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

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

Company: \_\_\_\_\_

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

City / State / Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

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

Company: \_\_\_\_\_

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

City / State / Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_



## AGENDA ITEM EXECUTIVE SUMMARY

Title: Woods of Fox Glen Creek Stabilization Project Update

Presenter: Karen Young

*Please check appropriate box:*

	Government Operations	X	Government Services 01.25.2015
	Planning & Development		City Council

Estimated Cost:	n/a	Budgeted:	YES		NO	
-----------------	-----	-----------	-----	--	----	--

**Executive Summary:**

The Woods of Fox Glen Creek Stabilization Project began construction in Fall 2015. The project is being completed to address the severe erosion that has taken place over time in this area. The first phase of the project was completed in December and included creek bank grading, installation of the concrete weir, gabion baskets and stone work in the creek channel. The contractor will return in the spring to complete the tree and landscape plantings, which will provide additional bank stabilization.

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

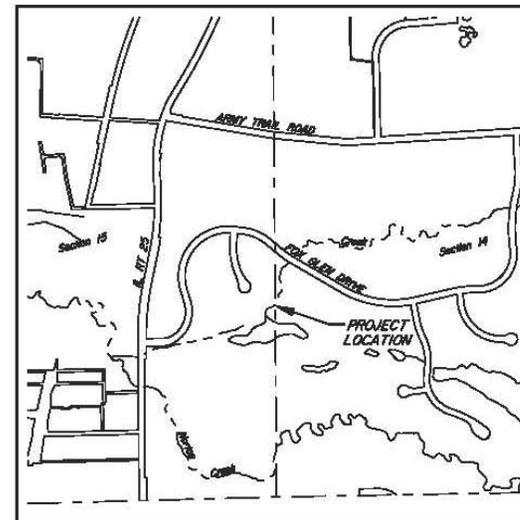
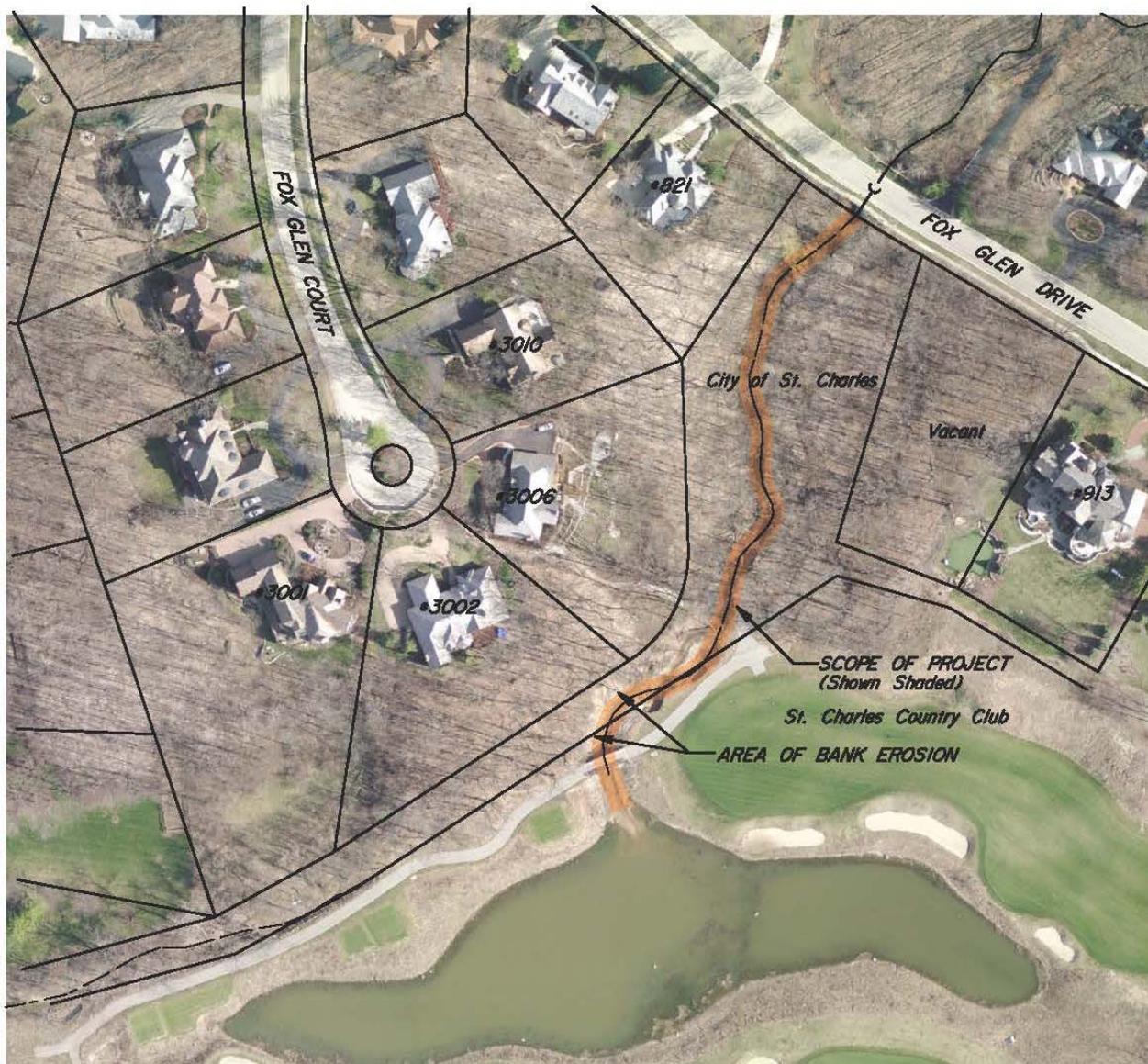
Project photos.

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

For information only.

*For office use only:* Agenda Item Number: 4.c

# Woods of Fox Glen Creek Restoration Project



## LOCATION MAP

Section 14 & 15, T 40 N, R 8 E of the 3rd PM

## NORTON CREEK TRIBUTARY



DATE: MARCH 11, 2010  
AERIAL: SPRING 2008



*Disclaimer:*  
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## Woods of Fox Glen Creek Restoration Project

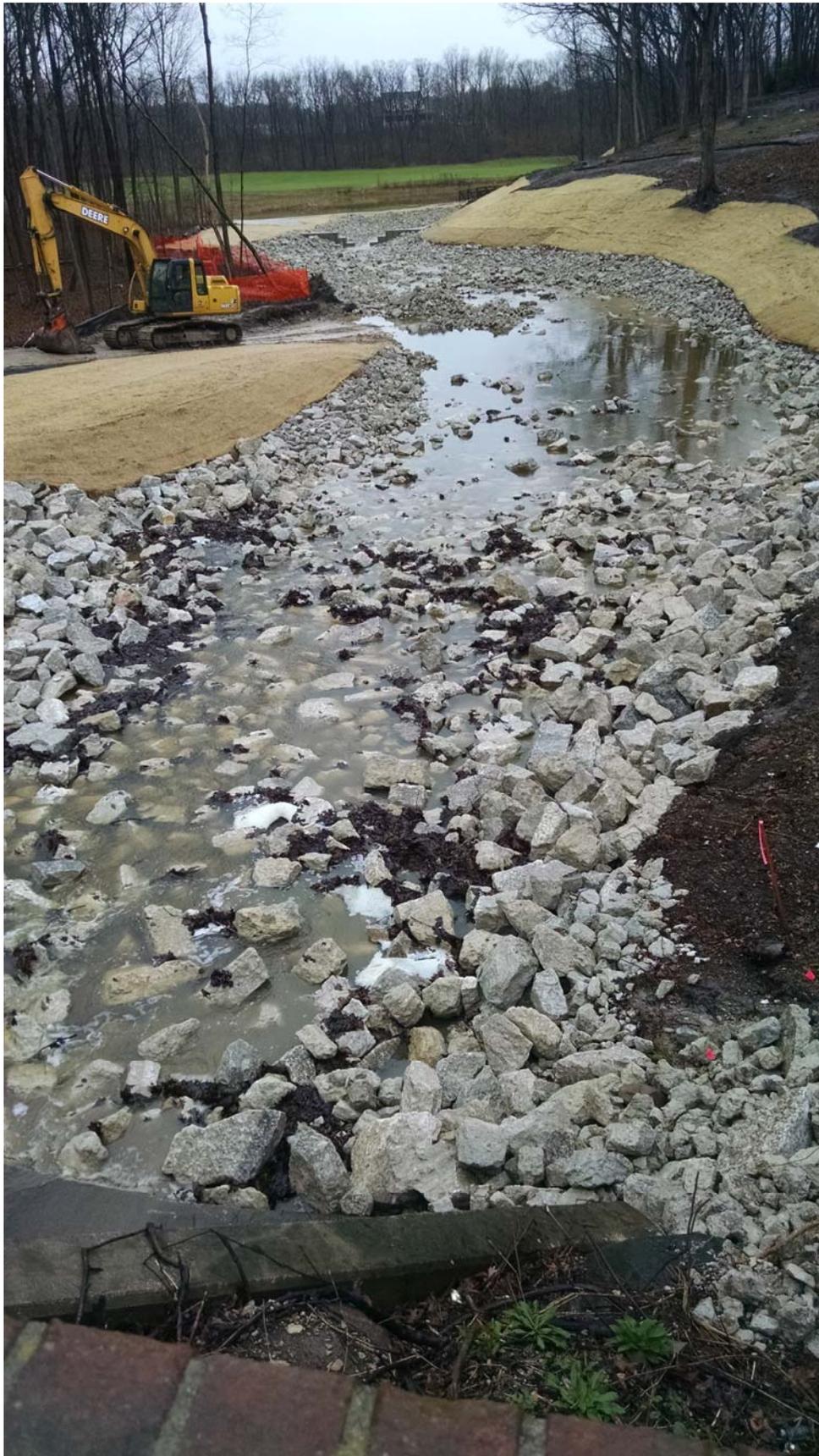


Severe creek bank erosion typical throughout the project limits



Severe erosion at the roadway culvert under Fox Glen Drive

## Woods of Fox Glen Creek Restoration Project



Looking south from Fox Glen Drive  
Final construction stage showing newly constructed creek channel  
with gentler slopes and stabilized creek bed

## Woods of Fox Glen Creek Restoration Project



**Weir structure installed to pool water and control water flow within project limits**



**Looking south towards the St. Charles Country Club  
Final construction stage showing newly constructed creek channel  
with gentler slopes and stabilized creek bed**



## AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve Real Estate Purchase Agreement for 115 S. 9 <sup>th</sup> Avenue
--------	--

Presenter:	Karen Young
------------	-------------

*Please check appropriate box:*

	Government Operations	X	Government Services 01.25.2016
	Planning & Development		City Council

Estimated Cost:	\$170,000	Budgeted:	YES	X	NO	
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**Executive Summary:**

Purchase of the property located at 115 S. 9<sup>th</sup> Avenue is for the purpose of the 7<sup>th</sup> Avenue Creek project. City ownership of this property would allow this land to be used as either open space or enhancement adjacent to the 7<sup>th</sup> Avenue Creek. This property is located adjacent to other City owned property. This property is located within the 7<sup>th</sup> Avenue Creek project limits and the proposed Federal Emergency Management Association (FEMA) Floodplain map modifications.

Staff believes that the acquisition of this property would allow for the future improvement of the storm water conveyance in this area and the potential for the modification of the 7<sup>th</sup> Avenue Creek to improve overall flood control.

The cost for the purchase of this property is \$170,000, not including the closing costs. The closing costs are estimated at \$1,500 and will be approved at the staff level once the final costs are determined.

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

Property Location Map

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

Recommendation to approve Real Estate Purchase Agreement for 115 S. 9<sup>th</sup> Avenue to the City of St. Charles in the amount of \$170,000 with Gina Rantis.

<i>For office use only:</i>	<i>Agenda Item Number: 4.d</i>
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City of St. Charles, Illinois

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

Precision GIS

RAYMOND ROGINA  
MARK KOENEN

Mayor  
City Administrator



Data Source:  
City of St. Charles, Illinois  
Kane County, Illinois  
DuPage County, Illinois  
Coordinate System: Illinois State Plane East  
Projection: Transverse Mercator  
North American Datum 1983  
Printed on: December 18, 2015 05:53 PM



0 42 83 Feet

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**AGENDA ITEM EXECUTIVE SUMMARY**

Title: Presentation of the Active River Project Concepts and Progress

Presenter: Chris Adesso/John Rabchuk

*Please check appropriate box:*

<input checked="" type="checkbox"/>	Government Operations	X	Government Services – 01.25.2016
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost:	\$0.00 – Information Only	Budgeted:	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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**Executive Summary:**

A presentation by John Rabchuk on the Active River Project concept and progress to date, followed by discussion with the Committee as recommended by Chairman Turner at the previous Government Services Committee meeting.

Presentation Topics include:

1. Active River Project Concept & Purpose
2. Active River Project Goals & Examples from other Communities
3. Potential Project Components: Riverpark (Dam Modification/Removal), Riverwalk, Trail Connectivity, Public Art, etc.
4. Recent Activity by Active River Task Force
5. Proposed Projects – FY 16/17 & beyond.

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

Power Point Presentation Slides

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

None – For information only

*For office use only:*

*Agenda Item Number: 4.e*

St. Charles

# Active River Project



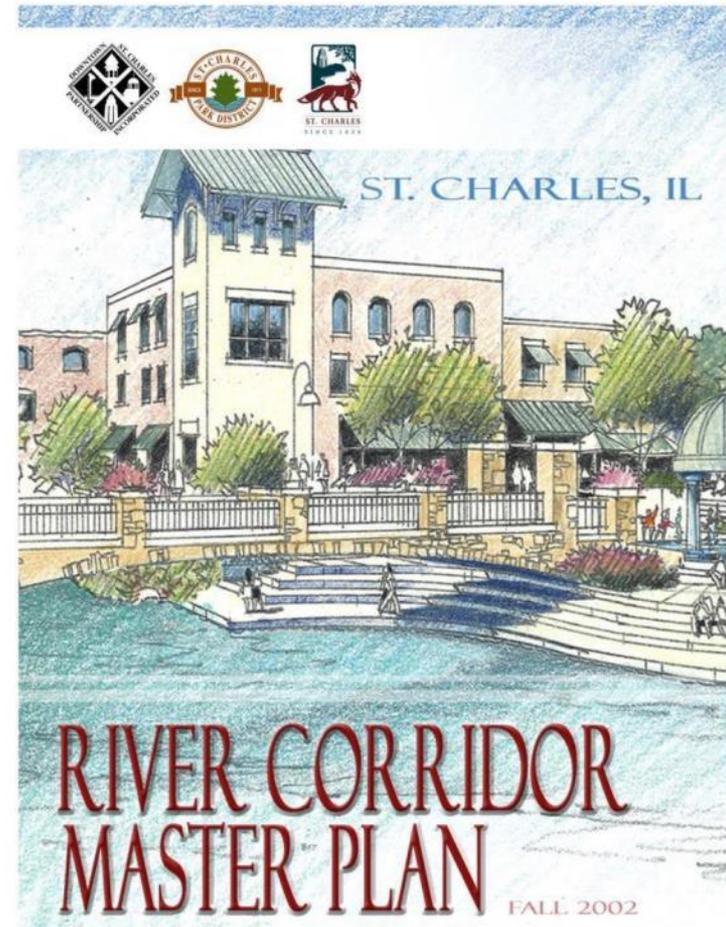


introduction

# Project Purpose

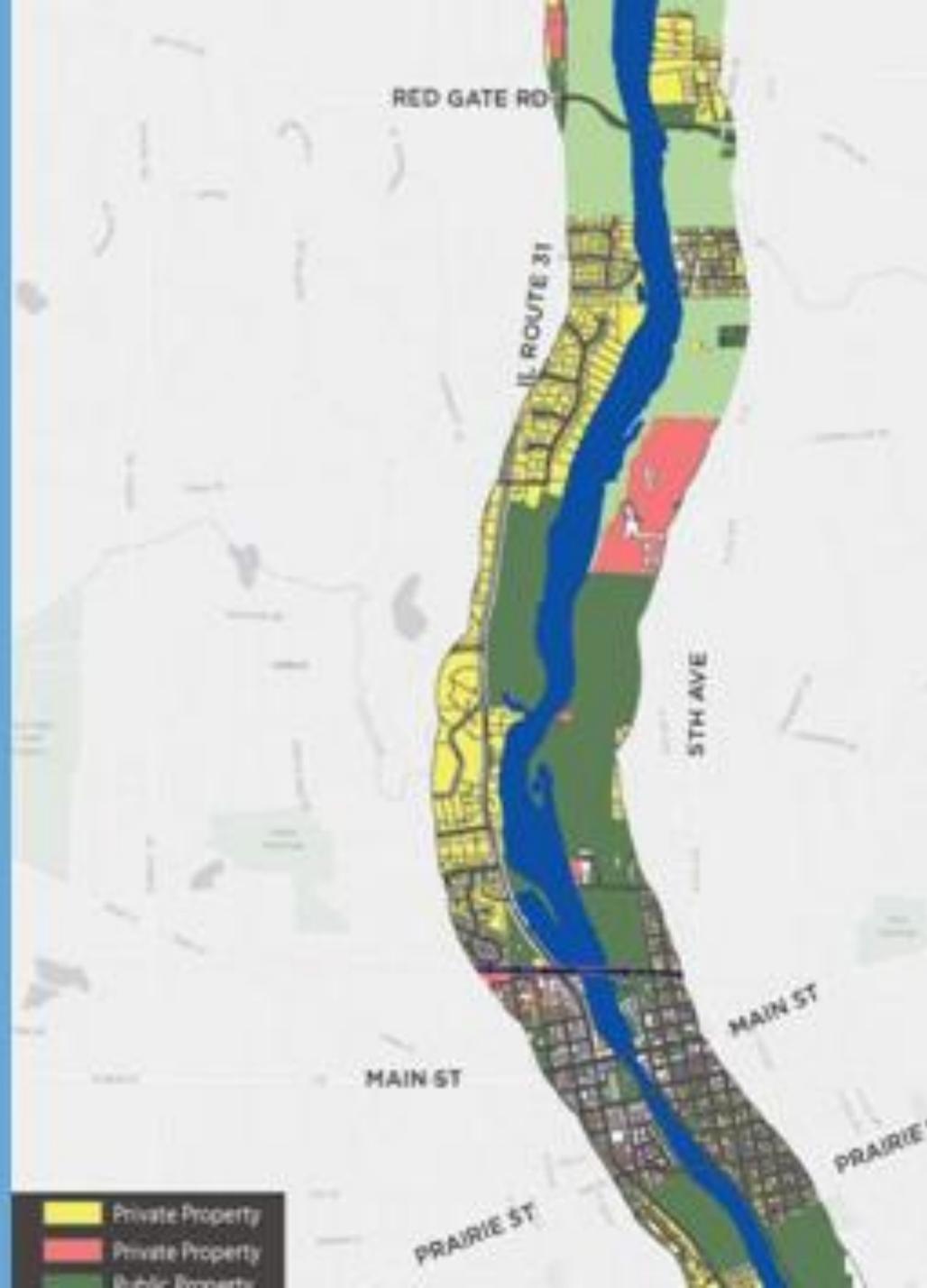
Update 2002 Master Plan  
with focus on creating:

- Recreational opportunities
- Ecology and riverfront
- Lifestyle & downtown
- Cycle/Pedestrian Trails



# Resources

44% of frontage is public – a unique situation

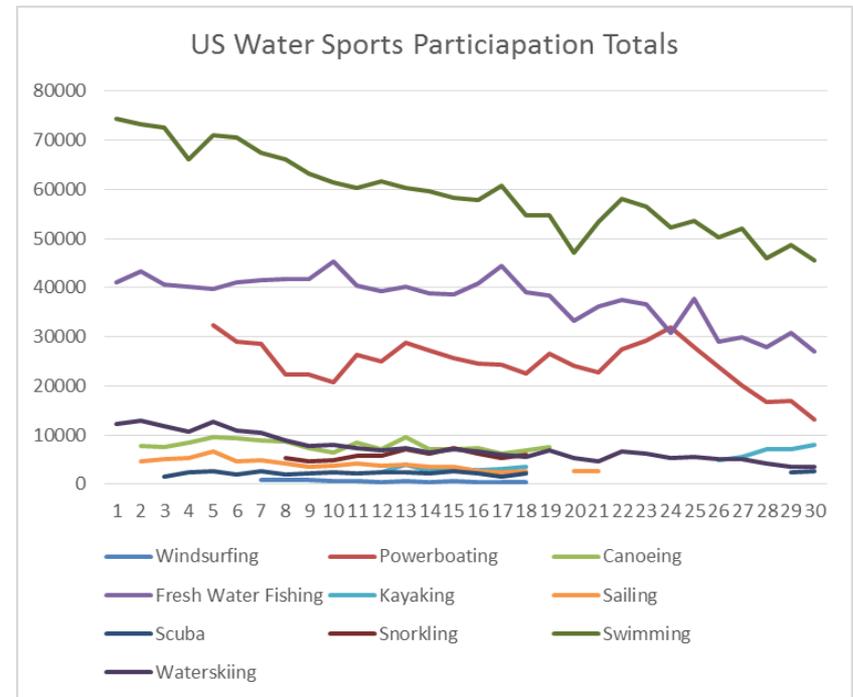
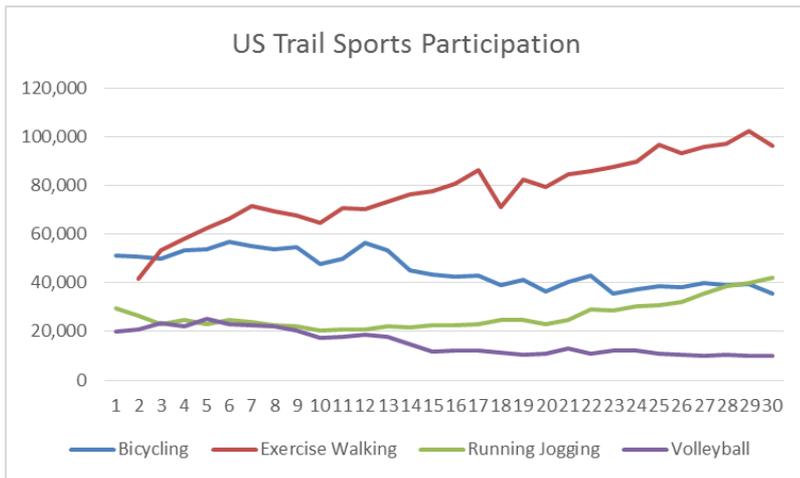


# Resources

City identity and  
downtown  
centered  
on the riverfront.



# Active recreation/urban lifestyle trend



Utilize the river to create a *unique active lifestyle* in an urban area that will draw new businesses and residents to St. Charles.

# Goal:

Create a lively riverfront environment that is the centerpiece of the community.

# Lifestyle Success Stories:

- **Manchester, IA – white water course, cycle trail**
  - **Cost \$1.2M**
  - **\$2.0M new investment in less than 1 year**
- **Greenville, SC - city waterfront park**
  - **Cost \$13M**
  - **\$100M new investment in 1<sup>st</sup> two years**
  - **50% increase in 21-35 year old demographic in downtown area**

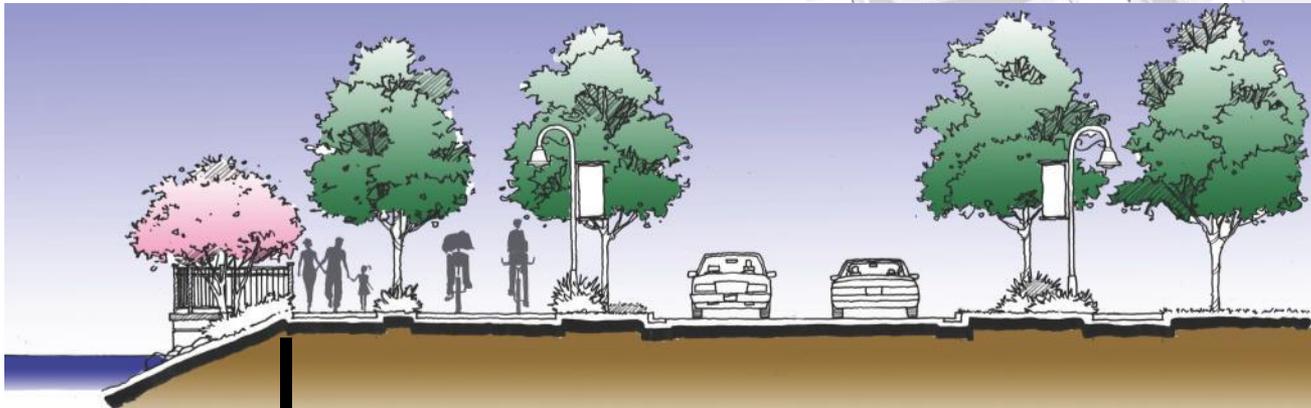
# Lifestyle Success Stories:

- **Columbus, GA – white water park, trails**
  - **Cost \$23M**
  - **\$42M annual return (CSU study)**
  - **Completely revitalized entire downtown**
  - **Lifestyle**
- **Denver, CO – Confluence Park (white water, cycle, pedestrian and art)**
  - **Cost \$40M**
  - **\$2.5 BILLION in new investment generated**



# Riverwalk

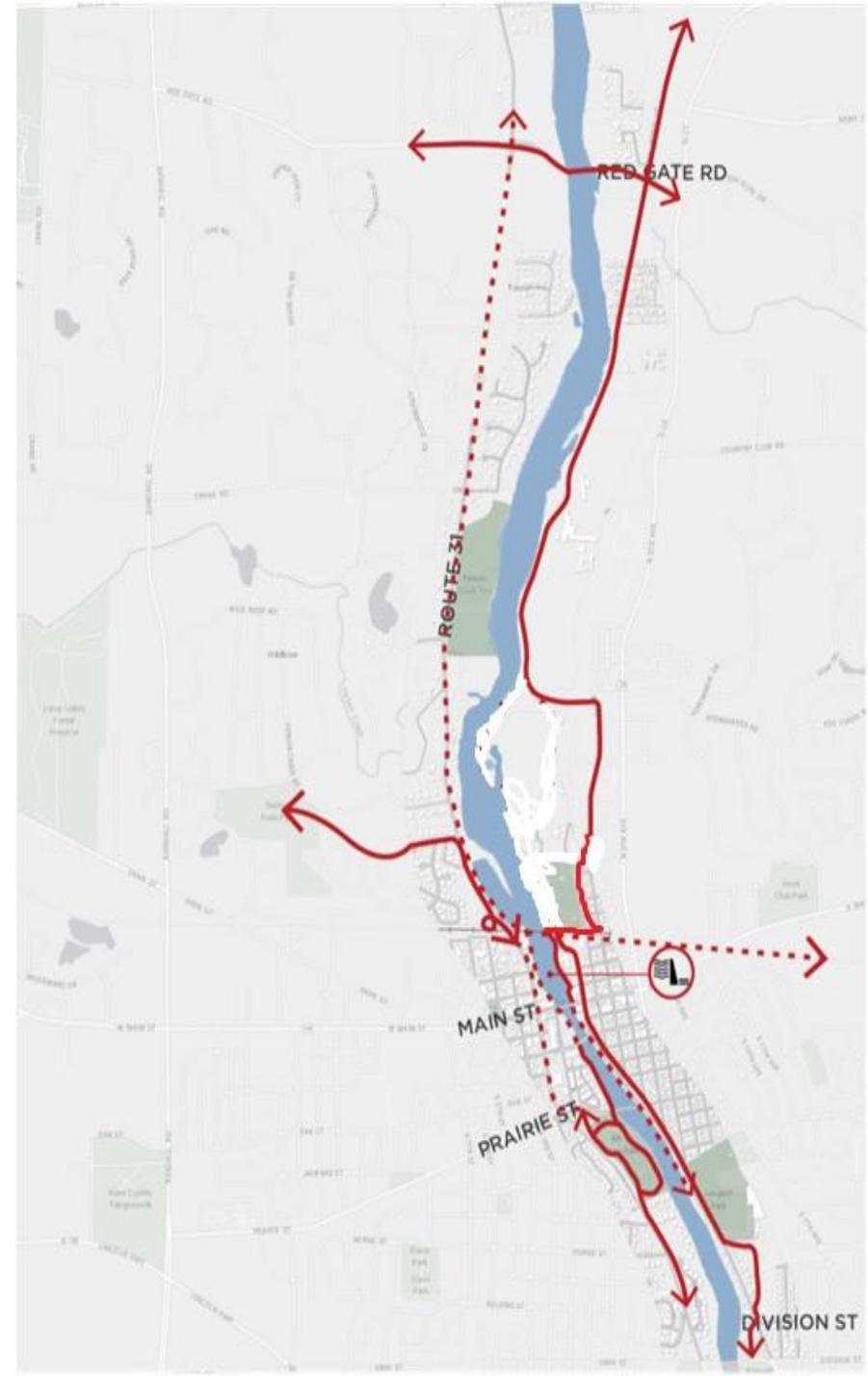
- Shoreline improvements
- Segregated bike/ped
- Improved at-grade crossings
- Pocket Parks
- Art and meeting places
- Fishing





# Extend Trails

- Fox River Trail
- Great Western Trail



# River Park



Existing



Proposed

# River Park



# River Park

- Dam modification
- Maintain upstream pool w/hydraulic control under RR viaduct and return river to natural channel
- Variety of rapids and flat water areas
- Observation and presentation areas
- Children's play stream w/access for disabled
- Pedestrian bridge
- Downstream surf wave
- Cycle/pedestrian trails under Main Street bridge





Proposed art work donation





# Boy Scout Island

- Re-establish as an island
- Improved water quality
- Habitat restoration
- Bird nesting
- Pedestrian bridge
- Improved boat launch



# Goal

Create a lively riverfront environment that is the centerpiece of the community.



# Momentum:

## *Advocate the strategy:*

- Create specific project list to aid coordination of organizations & identify short term successes.
- Obtain funding for RiverPark engineering and hydraulics
  - Prove feasibility, define water quality impact, prove no change to upstream pool or downstream impact
  - Provide cost estimates and timeline
  - Define third party funding opportunities
    - EPA, Corps of Engineers, DNR, CMAP, private foundations, philanthropic match

# Momentum:

## *Advocate the strategy (cont.):*

- Identify short term projects (via regular permit process)
  - Bob Leonard Walk completion
  - Sculpture donation for Charlemagne Island
  - High school science class water testing & storm water education
  - Design work: Boy Scout Island, northern cycle routes
  - Identify/design pocket park areas in downtown
  - East riverbank south of Prairie Street
    - Bio-swale for storm water handling
    - Fishing piers, widen path, landscaping

# St. Charles, IL

A unique and vibrant active urban lifestyle community for residents and business.





## AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to approve Fiscal Commitment to the Ride in Kane Program for Fiscal Year 2016-2017

Presenter: Chris Adesso

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 01.25.16
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$82,750	Budgeted:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> NO	<input type="checkbox"/>
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If NO, please explain how item will be funded:

**Executive Summary:**

Each year the Ride in Kane program requires a letter of commitment from each of the program participants in order to secure Federal grant funding for the program. The Ride in Kane program will be submitting for another grant which requires a yearly letter of commitment and signed service agreement from each of its sponsors. Last year the City pledged a yearly amount of \$82,750. Budget approval pending, the Public Works department is requesting the same commitment of \$82,750. This service agreement and commitment letter will cover the program through the projected dates of January 2016 through January 2018 (Phase 10 through Phase 14 grant cycle). This agreement will define the continued contractual relationship with PACE which was originally presented in April 2011 and will continue to remain in effect.

**Attachments: (please list)**

Ride in Kane Commitment Letter  
 Ride in Kane Service Agreement for Phases 10-14

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

Recommendation to approve Fiscal Commitment to the Ride in Kane Program for January 2016 through January 2018.

<i>For office use only:</i>	<i>Agenda Item Number: 4.f</i>
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January 25, 2016

Mrs. Lynn O'Shea, President  
Association for Individual Development  
309 W. New Indian Trail Court  
Aurora, IL 60506

Dear Lynn:

The City of St. Charles is pledging their sponsorship for the Job Access Reverse Commute (JARC) and New Freedom (NF), 5310 programs to continue the *Ride in Kane Program*. We will continue to partner with the Association for Individual Development (AID), Pace, Kane County DOT, and other *Ride in Kane* sponsors to implement the program, which will provide coordinated paratransit services to eligible riders (seniors, individuals with disabilities, and income eligible individuals traveling to work or work training programs) residing in Kane County and selected adjacent communities.

As a partner, City of St. Charles pledges \$82,750 and an additional PACE subsidy of \$23,031 which will be subject to available appropriations for use as a local match for the potential Job Access Reverse Commute (JARC) and New Freedom (NF) 5310 funding. If awarded the JARC and NF 5310 grant funds for the *2016-2017 Ride in Kane Program: Phases 10 and 14*, the Kane County Paratransit Coordinating Council (KCPCC) will establish a contractual relationship with the Association for Individual Development to administer the implementation and management of the *Ride in Kane Program*. We anticipate that this program will provide our organization with 10,000 annually, which is unmet by existing transportation resources and services.

Again, the City of St. Charles affirms its program participation and local match support to the KCPCC and Association for Individual Development for their JARC and NF 5310 funding proposal for the *2016-2017 Ride in Kane Program: Phase 10 and 14*.

Thank you for your consideration.

Sincerely,

Raymond P. Rogina  
City of St. Charles

RAYMOND P. ROGINA *Mayor*

MARK KOENEN, P.E. *City Administrator*

**RIDE IN KANE  
NEW FREEDOM/JARC and 5310 SERVICE AGREEMENT  
Phase 10 through 14**

**Projected Service dates: January 2016 through January 2018 (Phase 10 through Phase 14 grant cycle)**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and in between the Association for Individual Development (hereinafter referred to as "AID") and *City of St. Charles* (hereinafter referred to as "*the City*").

**"WHEREAS**, the Regional Transportation Authority, as designated recipient of federal New Freedom, 5310 and JARC funds has agreed to allow AID, as grantee, to apply for certain federal funds for the Ride in Kane Program, in accordance with the New Freedom, 5310 and JARC Program; the Technical Services Agreement between RTA and AID; and the application made to RTA by AID;"

**WHEREAS**, Ride in Kane Sponsors are Aurora Township, City of Elgin, Elgin Township, Association for Individual Development, Senior Services Association, Dundee Township, City of Geneva, City of St. Charles, St. Charles Township, City of Batavia, Batavia Township, Village of Gilberts, Village of South Elgin, Blackberry Township, Northwest Housing, Campton Township, Village of Campton Hills, Kane County and Hesed House (collectively referred to as "Ride in Kane Sponsors").

**WHEREAS**, Ride in Kane Sponsors requested and AID has agreed to make application to the Federal Transit Administration for a Federal Fiscal Years **2016-2018** New Freedom Grant, 5310 and a Federal Fiscal Year **2016-2018** JARC grants, which will fund the federal portion of Ride in Kane Service;

**WHEREAS**, under the New Freedom, 5310 and JARC the federal share of eligible capital/mobility management and planning costs may not exceed 80 percent of the net cost of the project and the federal share of the eligible operating costs may not exceed 50 percent of the net operating costs of the project;

**WHEREAS**, Ride in Kane Sponsors agree to fund the local share/non federal portion of the New Freedom, 5310 and JARC grants.

**WHEREAS**, City of St. Charles agrees to satisfy a portion of the local share of the eligible mobility management costs of the project for its registered riders and a portion of the local share for the eligible operating costs of the project at no less than 50 percent of the net cost for its registered riders by committing funds in the amount of \$82,750 each fiscal year;

**WHEREAS**, AID as Grantee of New Freedom, 5310 and JARC Funding has agreed to enter into an Agreement with PACE in order for PACE to provide the services more specifically set forth herein;

**WHEREAS**, the Ride in Kane Sponsors agree to comply and cooperate with all applicable provisions of the New Freedom, 5310 and JARC Program Guidance and Application Instructions as set forth in Federal Transit Administration Circular C 9045.1 and Circular C 9050.1 which is incorporated by reference and made a part of this Agreement as though fully set forth thereto;

**NOW THEREFORE**, in consideration of the mutual promises hereinafter set forth, the parties agree as follows:

1. Description of Service: The Ride in Kane services are described in Exhibit A attached hereto and made a part hereof. PACE shall be responsible for providing all transportation services in connection with the Ride in Kane Program.

2. Service Parameters: City of St. Charles agrees to ensure that the service parameters for their eligible riders in Ride in Kane shall be in compliance with the goals and objectives of the New Freedom, 5310 and JARC grants and FTA C 9045.1 and FTA C 9050.1 which is incorporated by reference and made a part of this Agreement as though fully set forth herein. Any change in the service parameters must be in compliance with the FTA New Freedom, 5310 and JARC regulations. In addition, City of St. Charles agrees to comply and cooperate with all applicable provisions of the New Freedom, 5310 and JARC Program Federal Transit Administration (FTA) Statutory References 49 U.S.C. Section 5317 and 49 U.S.C. Section 5316 that is incorporated by reference and made a part of this Agreement as though fully set forth herein.
  
3. Term: This Agreement shall remain in effect for as long as there are sufficient funds to support the service unless either party terminates the agreement pursuant to paragraph 7.
  
4. Billing: Pace shall bill monthly, City of St. Charles a portion of the local share of the eligible mobility management costs of the project for its registered riders and a portion of the local share for the eligible operating costs of the project at no less than 50 percent of the net cost for its registered riders; City of St. Charles agrees to make payment to Pace due within thirty days of receipt of billing. Payment shall be sent to:
  - Pace Suburban Bus Services
  - 550 W. Algonquin Road
  - Arlington Heights, IL 60005
  - Attn: Accounting Department
  
5. Reporting: City of St. Charles agrees to provide AID a copy of the monthly invoice for services received from Pace along with a copy of proof of payment.
  
6. Service Provision: Neither Pace nor AID shall be responsible for any failure to provide the Service due to circumstances beyond the control of Pace. It shall be the sole responsibility of Pace to make every reasonable effort to restore Service as soon as practical under the circumstances. Pace shall have the right to make minor revisions to the Service during the term of this Agreement upon written notification to and concurrence by AID. AID shall not be held responsible for any failure of PACE to provide service due to circumstances beyond the control of AID.
  
7. Termination: Either party may terminate this agreement with forty-five (45) days written notice. However, outstanding payments due and owing shall survive termination of the agreement.
  
8. Complete Agreement: This Agreement constitutes the entire agreement between the parties hereto. Any proposed change to this Agreement shall be submitted to AID for its prior approval. No modification, addition or deletion to this Agreement shall be effective unless and until such changes are reduced to writing and executed by the authorized officers of each party.
  
9. Notices: All notices due to the other party shall be delivered as follows unless and until otherwise directed
 

If to: Association for Individual Development:	If to
Association for Individual Development 309 West New Indian Trail Court Aurora, IL 60506-2494 Attn: Lynn O'Shea, President	City of St. Charles 2 E. Main Street St. Charles, IL 60174 Attn. Chris Adesso

10. Governing Law: This Agreement shall be construed in accordance with the laws of the State of Illinois.
11. The parties agree that the preamble and whereas clauses are terms of this Agreement as though fully set forth hereunder.
12. This Agreement has been duly authorized by the proper authorities of AID and City of St. Charles.
13. Compliance with Policies and Procedures. City of St. Charles hereby agrees to adhere to all Ride in Kane Program policies and procedures as determined by AID, PACE, and the Regional Transportation Authority (the "RTA").
14. Miscellaneous.
  - A. City of St. Charles acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the United States or to the State of Illinois in connection with the Ride in Kane Program, they reserve the right to impose on the Sponsor the penalties of 18 USC 1001, 49 USC 5307, 31 USC 3801, and 49 CFR 31, as they may deem appropriate.
  - B. City of St. Charles acknowledges that federal and state governmental requirements may change and the changed requirements will apply to the Project as required. City of St. Charles acknowledges that a reference to a specific law in this Agreement is considered to be a reference to 1) such law as it may be amended, modified, or supplemented from time to time, 2) all regulations and rules pertaining to or promulgated pursuant to such law, 3) the successor to the law resulting from recodification or similar reorganizing of laws and 4) all future laws pertaining to the same or similar subject matter.

**IN WITNESS WHEREOF:** the parties hereto have caused the Agreement to be made effective as the date set forth above and executed by their duly authorized officials.

**ASSOCIATION FOR  
INDIVIDUAL DEVELOPMENT**

**City of St. Charles**

By: \_\_\_\_\_  
Lynn O'Shea, President

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

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

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

**Exhibit A – Ride in Kane  
TRANSPORTATION SERVICES**

**ASSOCIATION FOR INDIVIDUAL DEVELOPMENT**

<b>TYPE OF SERVICE:</b>	Demand Response service. Service levels will not exceed limits dictated by funding levels stipulated in this agreement.
<b>SERVICE OPERATED BY:</b>	Contractors including: Private Paratransit providers, Taxi Cab Companies, Other Qualified Providers of Transportation services.
<b>MOBILITY MANAGEMENT:</b>	Private Contractor will provide a mobility management service. This includes operations of a central call center for service access by consumers, data management and trip management. Mobility management may include passenger assessments for the purpose of travel planning and passenger training.
<b>TRIP RESERVATION METHOD:</b>	<p>Reservations shall be accepted at the Pace central call center a maximum of seven (7) days in advance of the day service for an eligible trip request or as directed by Pace.</p> <p>Trips, which previously were provided as subscriptions, will continue to be provided as subscriptions, as defined and approved by Pace.</p> <p>Trips requested with <u>less</u> than one (1) day but more than four (4) hours advance notice from the desired pick up time may be honored to the extent that the request can be accommodated within the framework of the day's schedule. Trip requests having <u>over</u> one (1) day notice from the desired pick up time shall be accommodated.</p>
<b>SERVICE MODE:</b>	A transit vehicle, either a paratransit bus or taxi, will be deployed that is identified to be the most cost effective, efficient and appropriate to provide service.
<b>SERVICE AREA:</b>	Trips shall be provided within the Kane County area and surrounding counties as authorized by the AID.
<b>SERVICE HOURS:</b>	Twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.
<b>FARE STRUCTURE:</b>	\$ 4.00 per one-way trip up to ten (10) miles; \$ <u>1.50</u> per 1 mile thereafter; Airport fares at the established discount fare, or as determined by the Sponsors.
<b>RIDER ELIGIBILITY:</b>	The Sponsor shall be responsible for determining and retaining records of rider eligibility in accordance with 5310, JARC and NEW FREEDOM funding eligibility requirements and provide the information on eligible riders to AID upon request.

## **Exhibit B – Ride in Kane REPORT(S) DESCRIPTION**

The following is a list and brief description of each category of reports which have been designed and are being produced to generate data for the Ride in Kane project.

### **1. Detailed Funding Source (Sponsor) Report**

The intent of this report is to produce a detailed listing of one-way trips delivered for each Ride in Kane funding sources (sponsor) for a user specified period of time. The normal report period would be monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods as specified by the user.

The report is intended to match the design and content, as closely as possible, of the Detailed Provider Report. Data provided for each trip will include associated trip data such as rider name, scheduled pick-up time, actual pick-up time, point of origin address, destination address, funding sources (sponsors), total cost of the trip, fare for the trip, distance of the trip, revenue hours (if applicable). The exact content of the report in its final form may vary depending on the feasibility of including the large amount of data specified in one report. It is possible that the report may be broken into one or more additional reports to make the data more manageable for the user.

Plans call for the report to be sorted by provider, funding source, rider, and fare type.

### **2. Monthly Source (Sponsor) Invoice Report**

The intent of this report is to produce one or more summary reports of trips delivered for each funding sources (sponsor) for the purposes of generating an invoice type report which may be used to bill funding sources for transportation provided. The normal report period would be monthly, but the report is intended to have the flexibility to produce data for shorter or longer periods specified by the user.

Data provided for each trip will include associated trip data necessary to provide an accounting of the amount owed by each funding source for the specified period, such as the number of one-way trips by Fare Type, total cost of the trips, total expected fare, liquidated damages deducted, the total net reimbursement. The exact content of the report in its final form may vary depending on Pace and provider needs. The report may be broken into one or more additional reports if that design is more useful.

Plans call for the report to be sorted by provider, funding source, fare type, and rider.

### **3. Missed Trip Report**

The Missed Trip Report is intended to produce a list of all trips picked up 61 or more minutes after the scheduled time; the Ride in Kane service guideline defining a missed trip. Sufficient detail will be provided to identify the trip within Trapeze and to give the report user the necessary information for review.

### **4. On-Time Performance Report**

The On-Time Performance Report (late pickups) is intended to produce a list of all trips picked up 16 or more minutes late, the Ride in Kane service guideline defining a late trip. Sufficient detail will be provided to identify the trip within Trapeze and to give the report user the necessary information for review.

5. **Other Reports**

In addition to the reports described above, reports currently generated can also be made available. Reports currently available include:

**Ridership by Category Report** – A summary report by funding source indicating trips by fare type, late trips, missed trips, revenue hours, denials, and miles.

**Client Trip List Report** - A detailed listing alphabetically by rider last name of all trips provided during the specified period. Data included for each trip is rider name, pick-up address, drop-off address, fare type, and funding sources.

**Customer Feedback Report** – A summary of issues reported by consumers including sponsor, provider, issue, status.

**Ride in Kane Comparison** - A summary comparing prior two years data including trip count, registrations, gross cost per trip average, sponsor cost per trip average, trip mileage, and ADA trips.

**Future Needs** – Additionally reports may be designed as needed by Pace, Ride in Kane Sponsors, and with the input of the Kane County Paratransit Coordinating Council.



## AGENDA ITEM EXECUTIVE SUMMARY

Title: Recommendation to Award Purchase Order for Electric Precast Manholes to Utility Concrete Products

Presenter: Tom Bruhl

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 01.25.16
<input type="checkbox"/>	Planning & Development		City Council
<input type="checkbox"/>	Public Hearing		

Estimated Cost:	\$105,627.82	Budgeted:	YES	<input checked="" type="checkbox"/>	NO	
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If NO, please explain how item will be funded:

**Executive Summary:**

Electric utility precast manholes are a specialized item. Upcoming projects on First Street and Legacy Substation require manholes for the new underground electric systems. Purchasing advertised and went out for bids. One bid was received from Utility Concrete Products. In addition to advertising, Purchasing made a number of calls to concrete pre-casting companies to inquire about interest in offering a bid. Electric contacted Batavia, Geneva, Naperville, and Winnetka to see if they have any additional suppliers that they use for electric precast manholes. Due to the nature of the product, and the cost of transportation, there are no other known companies offering this product in our area.

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

Bid Proposal Price Sheet, X type manhole drawing

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

Recommendation to Award Purchase Order for Electric Precast Manholes to Utility Concrete Products in the amount of \$105,627.82.

*For office use only:*

*Agenda Item Number: 4.g*

## SECTION IV

### PROPOSAL FORM

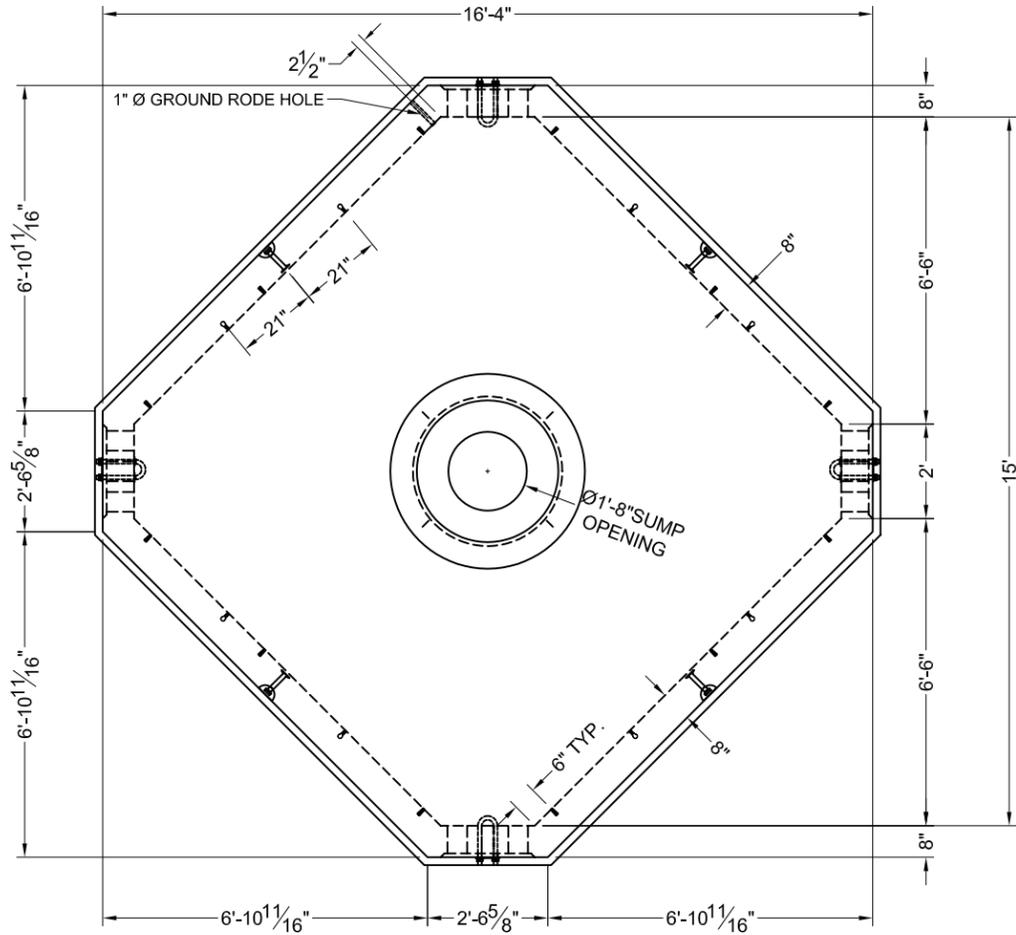
Precast Manhole:

Pricing Sheet:

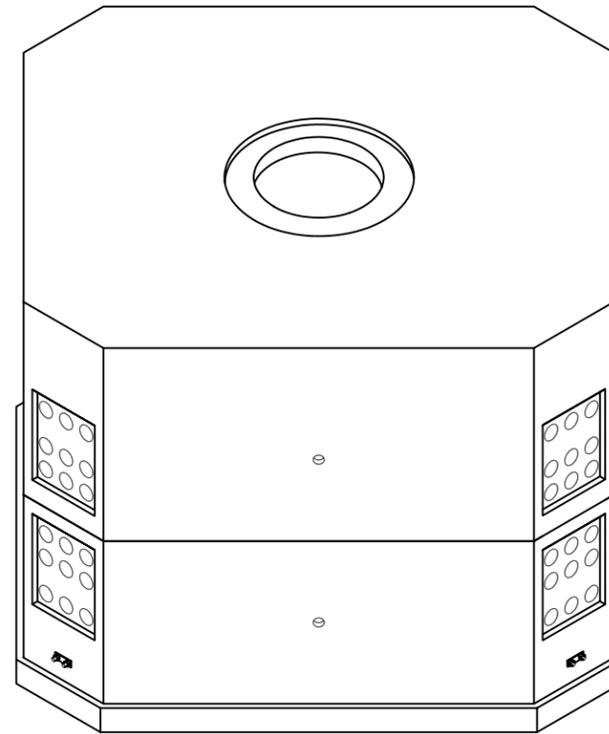
(1) Manufacture and deliver straight manhole per specification	\$ <u>8,357.28</u> each
Quantity = two (2) - total cost	\$ <u>16,714.56</u> total
(2) Manufacture and deliver "X" manhole per specification	\$ <u>27,152.00</u> each
Quantity = one (1) - total cost	\$ <u>27,152.00</u> total
(3) Manufacture and deliver TEE manhole per specification	\$ <u>12,352.24</u> each
Quantity = five (5) - total cost	\$ <u>61,761.20</u> total

Grand Total for (2) straight manholes, (1) X manhole, and (5) – Tee manholes

\$ 105,627.82

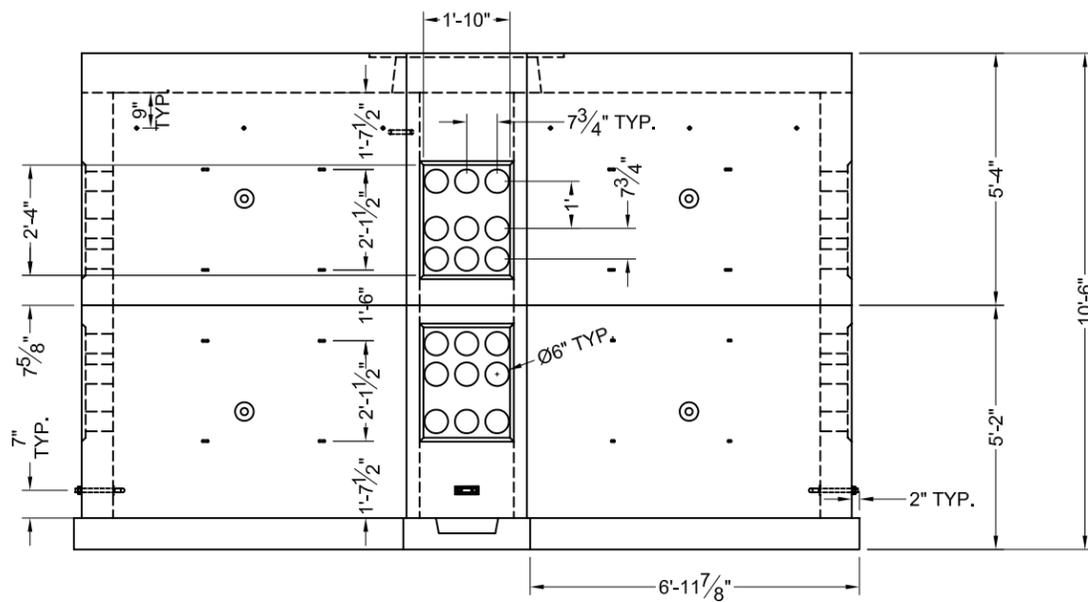


PLAN VIEW

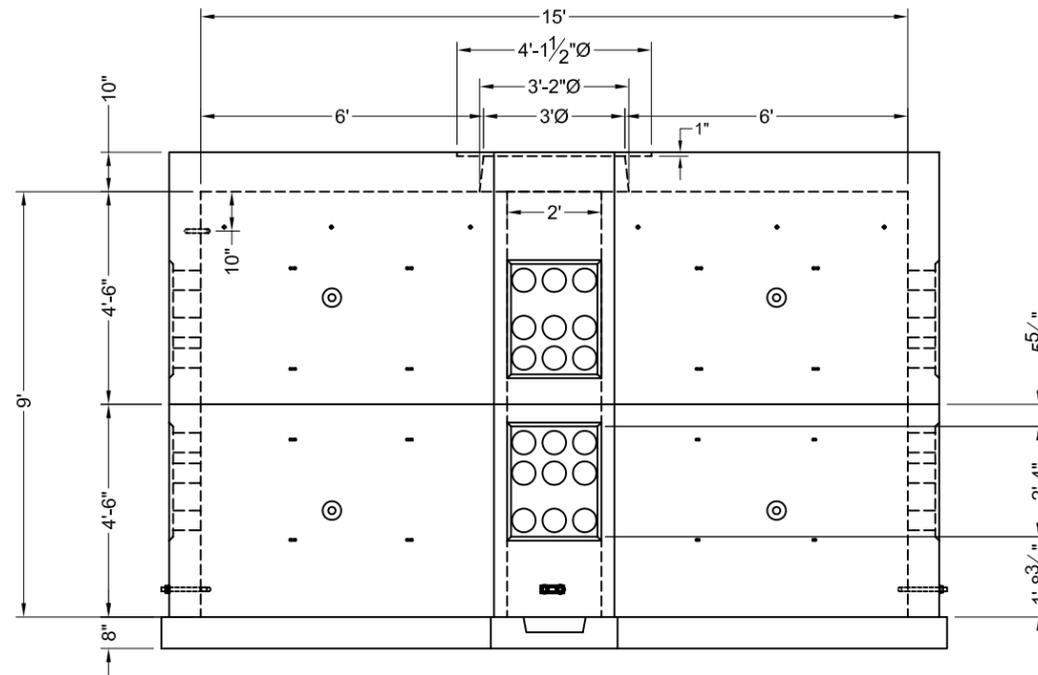


NOTES:

- 1) CONCRETE: 5,000 p.s.i. @ 28 DAYS  
5%-8% ENTRAINED AIR, 4" MAX. SLUMP.
- 2) REBAR: ASTM A-615, GRADE 60, BLACK BAR.
- 3) DUCT ENTRANCE: SINGLE DUCT TERMINATORS TO ACCEPT Ø 6" SCH. 40 PVC CONDUIT."
- 4) PULLING IRON: PULLING IRON DESIGNED AS PER A.C.I. 318 FOR WORKING LOAD CAPACITY OF 40,000 POUNDS APPLIED COINCIDENT TO THE MAJOR AXIS OF THE PULLING IRON. PER COMED STD 4381.
- 5) SUMP: Ø 20" SUMP OPENING PER COMED STD 4381.
- 6) (3 ROLLS) BUTYL RUBBER JOINT SEALANT.
- 7) DESIGN CRITERIA:
  - A) DESIGNED AND BUILT IN ACCORDANCE WITH ASTM C858 "STANDARD SPECIFICATION FOR UNDERGROUND PRECAST CONCRETE UTILITY STRUCTURES."
  - B) ALL LOADING AS PER ASTM C857 "MINIMUM STRUCTURAL DESIGN LOADING FOR UNDERGROUND PRECAST CONCRETE UTILITY STRUCTURES" INCLUDING:
    - EARTH COVER: MIN. 2'-0" MAX. 5'-0"
    - AASHTO HS-20 WHEEL LOAD AND APPLICABLE IMPACT.
    - VERTICAL AND LATERAL SOIL PRESSURES DETERMINED USING A SOIL DENSITY OF 120 PCF.
    - GROUNDWATER AT 3'-0" BELOW GRADE.
  - C) STRUCTURAL DESIGN PERFORMED USING AASHTO STRENGTH DESIGN METHOD.
  - D) REINFORCING COVER REQUIREMENTS AS PER ACI 318.
- 8) WEIGHT: TOP: 38,920 #  
BOTTOM: 38,265 #  
TOTAL: 77,185 #
- 9) PARTS NEEDED FOR ASSEMBLY
  - 04 - PULLING IRON - S/S 1.25" DIA. UBOLT
  - 08 - (8T) LIFTING INSERTS
  - 72 - 6" TERMINATORS
  - 12 - 1/4" PLASTIC INSERTS
  - 32 - 1/2" STAINLESS STEEL INSERTS
  - 03 - 1" X 14.5'/ROLL JOINT TAPE



NORTH & SOUTH ELEVATION VIEW



WEST & EAST ELEVATION VIEW



UTILITY CONCRETE PRODUCTS, LLC  
2495 W. Bungalow Rd. • Morris, IL 60450  
Phone: 815/416-1000 • Fax: 815/416-1100

ACCOUNT MANAGER:

J. BELT

UCP #

SPLSCX

PROJECT INFORMATION:

TRENCH-IT, INC.  
UNION, IL

CURRENT ISSUE DATE:

03/12/2007

APPROVED BY:

ISSUED FOR:

SUBMITTAL

REV.	DATE	DESC.	BY:
△		ISSUED FOR	
1	03/12/2007	ISSUED FOR SUBMITTAL	R.R.

DRAWN BY: R. RODRIGUEZ  
SCALE: NONE

SHEET TITLE:  
SPL 15X15X9 ID "X"  
MANHOLE  
ST. CHARLES

SHEET NUMBER: 1 OF 1  
REVISION: 1



**AGENDA ITEM EXECUTIVE SUMMARY**

Title:	Recommendation to Award Purchase Order for Substation Transformer Load Tap Changer Maintenance to SPX Transformer Solutions
Presenter:	Tom Bruhl

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 01.25.16
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	\$75,696.71	Budgeted:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> X	<input type="checkbox"/> NO	<input type="checkbox"/>
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If NO, please explain how item will be funded:

**Executive Summary:**

A critical component of our substation transformers are known as Load Tap Changers (LTC's). LTC's allow the City to maintain consistent voltage on the grid as ComEd's line voltage goes up or down. LTC's have moving parts and operate many times per day. Electric engineering uses a multi-faceted priority matrix to focus our maintenance activities. Based on age and number of operations, three transformers were targeted for LTC maintenance this budget year. Purchasing went out for bids and received five quality proposals. SPX Transformer Solutions was the low bidder, are well qualified to perform the work, and can complete the work within our preferred schedule. This was a planned and budgeted substation maintenance expense.

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

Bid Tabulation

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

Recommendation to Award Purchase Order for Substation Transformer Load Tap Changer Maintenance to SPX Transformer Solutions in an amount of \$75,696.71.

<i>For office use only:</i>	<i>Agenda Item Number: 4.h</i>
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	Parts	Labor	Crew days	Total cost
SPX Transformer Solutions	\$37,546.71	\$38,150.00	6	\$75,696.71
T&D products	\$41,700.00	\$41,460.00	5	\$83,160.00
DYMAX Service, LLC	\$48,795.00	\$38,365.00	N/A	\$87,160.00
Power One	\$38,625.00	\$58,000.00	N/A	\$96,625.00
Delta Star	\$34,200.00	\$30,300.00	3	Incomplete due to underestimate of labor



## AGENDA ITEM EXECUTIVE SUMMARY

Title: Status of Water Tower Construction Project – Information only

Presenter: John Lamb

*Please check appropriate box:*

	Government Operations	X	Government Services 01.25.16
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:		Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

**Executive Summary:**

The contractor, CB&I is currently on schedule with this project. The tank construction is now complete and site clean-up will be taking place as the CB&I construction crew demobilizes from the site.

No activity is anticipated on site after this until approximately April (weather dependent), at which time the painting crew will arrive on site. Electrical work will follow the painting of the tank, and then the site work is anticipated to begin in July. It is anticipated the tank will be put in service in September, the original completion date.

Once the tower is painted staff will schedule a tour of the tower for the Committee.

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

None

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

Information Only

*For office use only:*      *Agenda Item Number: 4.i*



## AGENDA ITEM EXECUTIVE SUMMARY

**Title:** Recommendation to Approve Design Engineering Contract to for Dunham Road Force Main Assessment

**Presenter:** John Lamb

*Please check appropriate box:*

	Government Operations	<input checked="" type="checkbox"/>	Government Services 01.25.16
	Planning & Development		City Council

Estimated Cost:	\$50,000.00	Budgeted:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> X
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**If NO, please explain how item will be funded:**  
 Project is not budgeted in the current fiscal year but in upcoming fiscal year FY16/17 in the amount of \$50,000. Staff is requesting budget addition of \$50,000 and will deduct same from upcoming year.

**Executive Summary:**

The Dunham Road Sanitary Sewer Force Main runs along the west side of Dunham Road for approximately 2,700 feet between Muirfield Court and Fleur-de-lis Drive. The Royal Fox Lift Station located at the north end of the main pumps wastewater through the force main until Fleur-de-lis where it becomes a gravity line.

This length of force main has had two breaks over the last few years, the last one occurring in July of 2015. These breaks can cause wastewater to come to the surface in the parkway or roadway which can become a regulatory issue. In an effort to address these breaks staff budgeted funds for assessment fees and possible replacement in Fiscal Year 16/17. However staff has moved up the assessment to this fiscal year in an attempt to get project started as soon as possible since there was a break last July.

Staff sent out seven Requests for Qualifications for Professional Services and received five submittals back. A committee of five staff members reviewed the submittals and came to a consensus on selecting the firm of Crawford Murphy & Tilly (CMT). Their proposed fee amount is \$21,000.00 which is below the budgeted amount of \$50,000.00. Staff is requesting budget addition of full \$50,000 for potential third party services such as additional soil testing, water and air testing and pipe integrity testing during the assessment process.

The amount will be a budget addition for this fiscal year and will be deducted from next fiscal year budget.

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

None

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

Recommendation to Award Professional Services Agreement to Crawford, Murphy & Tilly in the amount of \$21,000 and a Resolution Authorizing the Mayor and City Clerk to execute same.

*For office use only*

*Agenda Item Number: 4.j*



## AGENDA ITEM EXECUTIVE SUMMARY

Title:	Presentation of Revised Kane County Intergovernmental Agreement for the Electronics Recycling Program
Presenter:	John Lamb

*Please check appropriate box:*

	Government Operations	X	Government Services 01.25.16
	Planning & Development		City Council

Estimated Cost:	\$	Budgeted:			NO	X
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If NO, please explain how item will be funded:

**Executive Summary:**

In June of 2012 the Committee approved entering into an Intergovernmental Agreement with Kane County for the purpose of an electronics recycling program. Due to significant changes in the program over the past six months, Kane County has revised the agreement and is requesting the City's approval. Staff requests the Committee review and consider these changes before approving, for several reasons as outlined in the attached summary.

Staff would like to point out that the electronics recycling program was originally intended as a service for St. Charles residents and not considered as a true revenue source. Today, the program continues to be a non-revenue generating program and has developed into a service for residents beyond the City limits. Over the past few months, other local County recycling sites have closed including Geneva and Batavia which has caused St. Charles to be inundated with electronics and other materials from all parts of the county and most likely beyond. This has created a burden on staff, created issues on the Public Works site with materials expanding from the designated area and causing significantly more outside traffic in the Public Works facility. In turn all of these potentially create increased liability for the City.

Both the current and proposed agreements with the County have language that requires sixty (60) days written notice to terminate the agreement. Therefore if the Committee does not approve the agreement and is passed by Council in February staff will notify the County and the program would end in mid-April.

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

Summary Attachment  
Draft Intergovernmental Agreement

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

Staff is requesting the Committee to consider approval or disapproval of renewing Kane County Intergovernmental Agreement for the Recycling of Electronic Equipment and a Resolution Authorizing the Mayor and City Clerk to execute same.

*For office use only*

*Agenda Item Number: 4.k*

# Electronics Recycling Program Attachment

- A. **Proposed Intergovernmental Agreement Language** – (The following is the most pertinent information from the proposed revised agreement including major changes from the past agreement in **bold**)

## SECTION 2. SCOPE OF SERVICES

- (A) The City agrees to accept electronic equipment for recycling from the public during normal business hours **or hours as determined by City and County program managers.**
- (C) The City agrees to commit one (1) to two (2) hours of staff time per day to the maintenance of the drop-off site to do the following:
- a. **Generally maintain the area**
  - b. **Palletize TVs – stack and wrap**
  - c. **Set up new pallets and gaylords**
  - d. **Wrap gaylords in plastic if needed for integrity and/or in advance of expected precipitation**
  - e. **Load the semitrailer (preferably at end of each day), securing equipment**
- (D) **The trailers m be as full as possible for this to be financially viable for the Recycler. The City will assure that staff are double stacking the trailers, with the full gaylords on the bottom and the TV pallets on top, provided that no staff member be put in a position of potential injury. There will be an 18,000 lb. minimum weight per trailer in the 2016 contract between the Recycler and the County in order to assure the free program. A low-weight fee of \$600 will be charged to the County for each underweight load received, to ensure logistics and transportation costs will not exceed the Recycler’s planned budget. If low-weights are a consistent issue, the City may be asked to pay this fee.**

## B. **Staff Comments on Proposed Language**

- Hours of operation – City should dictate this as it is City property and is fenced and gated.
- Staff time requirement – one to two hours per day is not adequate with the amount of materials coming in. Hours are becoming burdensome and staff has other priorities. Historically, the Restitution Group has been able to help with the program, but will not be able to maintain resources to guarantee two hours per day. Therefore, Public Works staff would need to be more involved with the program.
- Minimum weight requirement, double stacking of pallets – this is difficult to meet due to logistics and safety concerns for City staff.

- County and City both incurring fees / penalties if weight limit not met. City staff is not trained properly on how to load a semi-trailer properly especially in regard to weight limits.

### **C. Electronics Recycling Program History and Developments**

- January 2012 State of Illinois banned electronics from landfills.
- June 2012 City entered into an Intergovernmental Agreement with Kane County for the purpose of an electronics recycling program for residents of St. Charles. City would be paid for participation based on weight and type of electronics.
- April 2015 eWorks, the recycling company, informed Kane County that they would have to reduce the county program participant's revenue to zero to keep the program.
- May 2015 Elgin Habitat ReStore discontinued their electronics recycling collection.
- June 2015 City no longer receives revenue for electronics.
- August 2015 Kane County and eWorks changed methods of collection in August of 2015. Change from containers that people would place items in themselves to boxes and pallets that staff places in a 50 foot trailer with forklift.
- Sept 2015 City of Naperville closed their electronics recycling drop off point.
- Nov 2015 Kane County announces Winter Break of weekend recycling events for January through March 2016. This included electronics.
- Dec 2015 Batavia and Geneva closed their electronics recycling drop off points.
- Jan 2016 City of St. Charles and West Dundee only drop off points in county program. City is experiencing large increase of electronics in past month.

### **D. Other Factors**

- Significant increase in the amount of electronics being dropped off.
- Significant increase in staff time to monitor and maintain program.
- Increase in non-electronic materials such as appliances and furniture which are not accepted in the program.
- Materials, both electronic and otherwise being left outside the gate during off hours creating additional work for staff.
- More labor intensive for staff, increase in handling and moving of materials.
- Increase in liability due to more private traffic on-site and with potential injuries with City labor force.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
CITY OF ST. CHARLES AND THE COUNTY OF KANE  
FOR THE RECYCLING OF USED ELECTRONIC EQUIPMENT**

THIS AGREEMENT is hereby made and entered into as of the date of final execution below, by and between the CITY OF ST. CHARLES, ILLINOIS, a municipal corporation (hereinafter referred to as the “City”), and KANE COUNTY, ILLINOIS (hereinafter referred to as the “County”).

**WITNESSETH**

WHEREAS, the City and the County are public agencies within the meaning of the Intergovernmental Cooperation Act; and

WHEREAS, the City and the County are also units of local government within the meaning of Section 10 of Article 7 of the Constitution of the State of Illinois; and

WHEREAS, the City and the County are authorized to contract among themselves to obtain or share services, or exercise, combine, or transfer any power or function in any manner not prohibited by law; and

WHEREAS, the County has contracted with a service provider for recycling of used electronics equipment (hereinafter referred to as the “Recycler”); and

WHEREAS, the collection and proper management of used electronic equipment is required by the Illinois Electronic Products Recycling and Reuse Act; and

WHEREAS, the collection of used electronic equipment for recycling is a matter within the government and affairs of the parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and County agree as follows:

**SECTION 1. RECITALS**

The foregoing recitals are hereby incorporated into this agreement in their entirety.

**SECTION 2. SCOPE OF SERVICES**

(A) The City agrees to accept electronic equipment for recycling from the public during normal business hours or hours as determined by City and County program managers. Items to be collected, processed, and marketed will be determined by the “current operating contract” with the electronics Recycler. Large home appliances (including air conditioners, stoves, refrigerators, freezers, etc.) or household hazardous waste (including paint, cleaners, etc.) cannot be accepted under this Agreement.

(B) The City will provide a collection location and all necessary signage per the Recycler’s specifications. The County’s contractor will provide the City with all necessary gaylord boxes and pallets. The City will order pallets and Gaylord boxes, and schedule pickups by contacting the Recycler directly.

(C) The City agrees to commit one (1) to two (2) hours of staff time per day to the maintenance of the drop-off site to do the following:

- a. Generally maintain the area

- b. Palletize TVs – stack and wrap
- c. Set up new pallets and gaylords
- d. Wrap gaylords in plastic if needed for integrity and/or in advance of expected precipitation
- e. Load the semitrailer (preferably at end of each day), securing equipment

(D) The trailers may be as full as possible for this to be financially viable for the Recycler. The City will assure that staff are double stacking the trailers, with the full gaylords on the bottom and the TV pallets on top, provided that no staff member be put in a position of potential injury. There will be an 18,000 lb. minimum weight per trailer in the 2016 contract between the Recycler and the County in order to assure the free program. A low-weight fee of \$600 will be charged to the County for each underweight load received, to ensure logistics and transportation costs will not exceed the Recycler's planned budget. If low-weights are a consistent issue, the City may be asked to pay this fee.

(E) The County will enter into a separate agreement with a Recycler registered with the Illinois Environmental Protection Agency.

(F) On a quarterly basis, the Recycler will provide the County with a detailed summary of the amount (pounds) of material recycled from the City's location, which will be shared with the City.

### **SECTION 3. CHANGES**

The County or the City may, from time to time, require or request changes in the scope of services to be performed hereunder. Such changes which are mutually agreed upon by and between the County and the City shall be incorporated only in written amendments to this Agreement.

### **SECTION 4. TERMINATION**

a. Default. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed "termination by default") by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be effected unless the other party is given (1) not less than sixty (60) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

b. In the event of termination by either party, an equitable adjustment shall provide for payment to the City for services rendered prior to the termination.

**SECTION 5. REMEDIES**

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between the COUNTY and the CITY arising out of or relating to this Agreement or the breach thereof shall be resolved in the Circuit Court of Kane County. Each party shall be responsible for its own attorney's fees and costs.

**SECTION 6. HOLD HARMLESS**

The City agrees to assume all risk of loss and to indemnify and hold the County, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property because of or arising out of Contractor's or its subcontractor's negligent or intentional acts or omissions.

**SECTION 7. SEVERABILITY**

The terms of this agreement shall be severable. In the event any of the terms or provisions of this agreement are deemed to be void or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect.

The foregoing constitutes the entire Agreement between the parties, and no verbal statement shall supersede any of its provisions.

IN WITNESS HEREOF, the parties have caused this Agreement to be signed by their respective duly authorized officers on the dates noted below.

COUNTY OF KANE

CITY OF ST.CHARLES

By \_\_\_\_\_  
County Board Chairman

By \_\_\_\_\_  
Mayor

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

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



**AGENDA ITEM EXECUTIVE SUMMARY**

Title:	Recommendation to Approve a Resolution and Amplification Equipment for the 2016 St. Patrick's Day Parade
Presenter:	Chief Keegan

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input checked="" type="checkbox"/>	Government Services 1.25.16
<input type="checkbox"/>	Planning & Development	<input type="checkbox"/>	City Council
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	PD \$4096.25/PW \$6,203.64/FD \$468.00 <b>TOTAL: \$10,767.89</b>	Budgeted:	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
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If NO, please explain how item will be funded:

**Executive Summary:**

A resolution has been requested for the closing of Main Street on Saturday, March 12, 2016 for the annual St. Patrick's Day Parade. The parade will be held on Main Street, beginning at 6<sup>th</sup> St. and ending at 4<sup>th</sup> Ave.

In 2013, the cost to the City for this event was approximately \$7,225.93.  
 In 2014, the cost to the City for this event was approximately \$8,108.  
 In 2015, the cost to the City for this event was approximately \$10,325.89.

The Police Department is working with the parade committee to keep costs down and maintain safety for the parade participants and attendees. No changes have been proposed from last year's parade proposal.

Main Street will be closed (between 5<sup>th</sup> Avenue and 7<sup>th</sup> Street) from 1:45 p.m. – 3:15 p.m. No parking will be allowed on the parade and detour routes beginning at 11:00 a.m. The following streets will be closed beginning at 12:00 p.m. for parade staging:

- Walnut Street (between 3<sup>rd</sup> St. and 7<sup>th</sup> St.)
- N. 6<sup>th</sup> St. and N. 5<sup>th</sup> St. (between State St. and Main St.)
- S. 6<sup>th</sup> St., S. 5<sup>th</sup> St, and S. 4<sup>th</sup> St. (between Main St. and Illinois St.)

Two parking spaces will be coned off in the checkerboard parking lot for parade preparation. The loud speaker permit is for the music as well as the viewing stand for the parade.

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

Resolution for St. Patrick's Day parade

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

The Police Department recommends approval as the Committee has met the Special Event requirements.

*For office use only:*

*Agenda Item Number: 5.a*

**City of St. Charles, Illinois**  
**Resolution No. \_\_\_\_\_**

**A Resolution Requesting the Closure of Routes 64 and 31 for the St. Patrick's Day Parade**

**Presented & Passed by the City Council on \_\_\_\_\_**

WHEREAS, the Chamber of Commerce is sponsoring a St. Patrick's Day Parade in the City of St. Charles, and;

WHEREAS, this Parade will require the temporary closure of Main Street (Route 64) and Second Street (Route 31) state highways in the City of St. Charles, and;

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of state highways for such public purposes or needs as parades and local celebrations;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Charles that permission to close Main Street (Route 64) and Second Street (Route 31) on Saturday, March 12, 2016 from 1:30 p.m. to 3:30 p.m. be requested of the Department of Transportation;

BE IT FURTHER RESOLVED that if such permission is granted by the Department of Transportation, all highway traffic during the periods of time specified shall be detoured over the following routes:

For westbound on Route 64: south on 5th Avenue (Route 25) to Illinois Avenue, west to 7th Street, north to Route 64. For southbound on Route 31: west on State Street from Route 31 to 7th Street, south on 7th Street to Illinois Street, east on Illinois Street to Route 31. For eastbound Route 64 and northbound Route 31, use the reverse route.

BE IT FURTHER RESOLVED that if such permission is granted by the Department of Transportation, the City of St. Charles assumes full responsibility for the direction, protection and regulation of the traffic during the time the detour is in effect, and all liabilities for damages of any kind occasioned by the closing of the state highway, and it is further agreed that efficient all-weather detours will be maintained to the satisfaction of the Department and conspicuously marked for the benefit of traffic diverted from the state highway.

Resolution No. \_\_\_\_\_

Page 2

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this resolution.

PRESENTED to the City Council of the City of St. Charles, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

PASSED by the City Council of the City of St. Charles, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

APPROVED by the Mayor of the City of St. Charles, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

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

ATTEST:

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

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain: