



United City of Yorkville

800 Game Farm Road

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

AGENDA PUBLIC WORKS COMMITTEE MEETING

Tuesday, September 20, 2016

6:00 p.m.

City Hall Conference Room
800 Game Farm Road, Yorkville, IL

Citizen Comments:

Minutes for Correction/Approval: August 16, 2016

New Business:

1. PW 2016-63 Church Street Parking
2. PW 2016-64 2016 RTBR/MFT – Change Order No. 1
3. PW 2016-65 2016 RTBR/Additional Work – Change Order No. 1
4. PW 2016-66 Game Farm Road – Somonauk Street Improvements – Local Public Agency Amendment No. 1
5. PW 2016-67 Hamman – USPS Water Main (Development Status)

Old Business:

1. PW 2016-61 RFP for Solid Waste
2. PW 2016-21 Leopardo Energy Update

Additional Business:

2016/2017 City Council Goals – Public Works Committee

Goal	Priority	Staff
“Municipal Building Needs and Planning”	3	Bart Olson & Eric Dhuse
“Capital Improvement Plan”	4	Bart Olson & Eric Dhuse
“Vehicle Replacement”	5	Bart Olson & Eric Dhuse
“Sidewalks and Trails Funding and Planning”	15	Bart Olson, Eric Dhuse, Brad Sanderson & Rob Fredrickson

UNITED CITY OF YORKVILLE
WORKSHEET
PUBLIC WORKS COMMITTEE
Tuesday, September 20, 2016
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. August 16, 2016

- ☐ Approved _____
☐ As presented
☐ With corrections

NEW BUSINESS:

1. PW 2016-63 Church Street Parking

- ☐ Moved forward to CC _____ consent agenda? Y N
☐ Approved by Committee _____
☐ Bring back to Committee _____
☐ Informational Item
☐ Notes _____
-
-

2. PW 2016-64 2016 RTBR/MFT – Change Order No. 1

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

3. PW 2016-65 2016 RTBR/Additional Work – Change Order No. 1

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

4. PW 2016-66 Game Farm Road – Somonauk Street Amendment to Agreement

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

5. PW 2016-67 Hamman – USPS Water Main (Development Status)

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

OLD BUSINESS:

1. PW 2016-61 RFP for Solid Waste

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

2. PW 2016-21 Leopardo Energy

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

ADDITIONAL BUSINESS:



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Minutes

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Public Works Committee – August 16, 2016

Meeting and Date: Public Works Committee – September 20, 2016

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Committee Approval

Submitted by: Minute Taker

Name

Department

Agenda Item Notes:

DRAFT

**UNITED CITY OF YORKVILLE
PUBLIC WORKS COMMITTEE
Tuesday, August 16, 2016, 6:00pm
Yorkville City Hall, Conference Room
800 Game Farm Road**

IN ATTENDANCE:

Committee Members

Chairman Chris Funkhouser
Alderman Ken Koch

Alderman Jackie Milschewski
Alderman Larry Kot

Other City Officials

City Administrator Bart Olson
Public Works Director Eric Dhuse
EEI Engineer Julie Morrison
Administrative Intern Nicole Kathman

Other Guests: None

The meeting was called to order at 6:00pm by Chairman Chris Funkhouser.

Citizen Comments: None

Previous Meeting Minutes: July 19, 2016

The minutes were approved as presented.

New Business:

1. PW 2016-53 Stagecoach Crossing – Completion of Improvements Bid Award

Ms. Morrison said this is primarily for completion of underground repairs. She recommended awarding the contract to the low bidder, Jensen Excavating, for \$48,650. The work is scheduled to be completed at the end of October. Mr. Olson added that the City was ready to call the bond on this developer and they consented to the use of the funds being held by the bank to finish the job. This moves to the Council consent agenda for August 23.

2. PW 2016-54 Wrigley EDP – Grant of Easement

This grant of easement is for the traffic signal at the Wrigley plant on the west side of the road. The signal will be synchronized with Cannonball, Boombah and other roads south to Rt. 34. This moves to the August 23rd Council consent agenda.

3. PW 2016-55 Wrigley Site Expansion – HR Green Engineering Amendment and EDP Amendment

Engineer Morrison said HR Green is requesting an additional \$16,550 for design and signal improvements at Wrigley and Rt. 47. A letter was submitted by HR Green with the many reasons for the request. Part of that discussion is the EDP amendment at \$707,138 which remained the same due to a decrease in construction costs. The overall total was not impacted and the project cost is covered by State funds. The lighting was added back into the project since the costs were below budget. This moves to the Council consent agenda for August 23.

4. PW 2016-56 Parkway Maintenance Ordinance

Mr. Dhuse said this is a cleanup of the ordinance since portions were inadvertently dropped. One section requires residents to keep their parkways in good repair and another was a “notice to obey”. This item moves to the August 23rd Council consent agenda.

5. PW 2016-57 Budget Amendment – Fox Hill SSA

This amendment is to pay for removal of dying ash trees at the entrance to Fox Hill. Mr. Dhuse said the City will be able to levy for the funds from the residents in the mowing and maintenance SSA area in December. The removal amount will be \$6,500 or \$30 per household which could also be collected over a 10-year period. Mr. Olson said the fund is in deficit by \$10-\$12,000 in this FY and the tree removal debt could be added to the deficit. Residents will be notified about this project with letters, social outreach and press releases. Alderman Kot said communication with the residents is the key. Alderman Funkhouser said the trees should be replaced so the residents can see what was done. Replacement trees are not included in the removal price. Alderman Koch asked if the City oversees the contractors as he had complaints in the Sunflower development regarding weeds, etc. Mr. Dhuse said he has meetings with the contractors and discusses deficiencies. This item moves to the August 23rd Council consent agenda.

6. PW 2016-58 Well No. 3

Well #3 is making grinding noises and it was advised by Layne Christensen to cease operation. The well, which is located behind the downtown restaurants, has been down three weeks. Ms. Morrison said the City must decide between repairs or shutting the well down. The estimated cost to pull the pump and motor and then televise is \$25,000-\$30,000. This has to be done to make a decision. If the well is abandoned, the pump must be pulled anyway and the well capped. Mr. Dhuse said well #4 is also down at this time and is being repaired. He also pointed out that none of these expenses are budgeted. It was recommended to perform the well assessment and move this item to the Council consent agenda.

7. PW 2016-59 NPDES MS4 Stormwater Permit

Ms. Morrison said a revised MS4 stormwater permit was issued by the IEPA in February 2016. A memo was prepared that showed the proposed changes. Alderman Kot asked if these mandates are federal or IEPA. Ms. Morrison said they are IEPA-mandated and the compliance date is September 1. It was noted the costs for this are covered under the general consulting services with EEI. EEI also prepares the annual reports for the City concerning this matter. This moves to the August 23rd Council consent agenda.

8. PW 2016-60 City Hall Rear Parking Lot

Mr. Olson said the school district wants to pave the parking lot, however, the City could not commit to their timeline. He said the City paver could be used to spot patch in the interim, but the school has

not responded. He also said the school district would like to have the the land to the north of the parking lot and the soccer fields to the east, however, the City is not willing to turn this land over without careful consideration. Mr. Olson said the parking lot paving should be discussed first and if it's within the shared services it could be done, but other streets in the City need paving first. Mr. Olson said the school did repave large sections in the northern parking lot a year ago. A full repaving would not be entertained during the school year. Alderman Milschewski questioned if the parking lot needed to be completely removed and replaced, but it was thought 4 inches would be removed. Mr. Olson said that the inter-governmental agreement is still unresolved.

Alderman Koch cautioned against giving land away to prevent any problems with holding various festivals on the land near Beecher Center. There was a brief discussion as to whether or not the football field would ever be moved to the high school location. It was thought it would be cost-prohibitive.

Staff will work with the schools on any patching and this matter will be discussed further in the goal-setting budget meeting.

9. PW 2016-61 RFP for Solid Waste

The solid waste contract is up next year and Mr. Olson recommended doing an RFP. He suggested a curbside and on-demand electronic recycling aspect and an option for yard waste and compost. The contract would need to be approved in January for the new contract in April. Alderman Funkhouser asked that all components be included in the price quote. The RFP will be discussed at the September Public Works meeting.

10. PW 2016-62 Street Sign Sale Update

Ms. Kathman reported on the sale of street signs. Interested buyers will fill out a form on-line or a paper copy at City Hall. The sale is on a first come, first served basis and buyers will be notified within a day if the signs are available. Signs will be held for one week for pick-up. The cost is \$10 each and there is no limit on the numbers of signs purchased. For information.

Old Business None

Additional Business:

Alderman Koch reported a street light on Hawthorne Ct. that is malfunctioning. Mr. Dhuse will have it repaired. Mr. Kot also reported a light on the bridge that flickers. The cost to repair the bridge light is \$200 per light and Mr. Dhuse said he is waiting for the new lights to arrive.

Regarding the ongoing crossing signal discussion, Mr. Kot asked if language would be on the sign that states "state law requires motorist must stop for the crosswalk". It is thought that is part of the standard sign. A press release will be issued when the sign is installed. Mr. Dhuse said he is currently waiting on the bases which are being powder coated. All other components of the crossing signal are assembled. The push buttons to cross are solar-powered.

In another matter, Alderman Kot asked about the possibility of paving the alley between State and Main. Mr. Dhuse said the residents in the area do not wish to have it paved, partly due to drainage issues. Mr. Dhuse will review it again when considering the Road to Better Roads. For the record, Alderman Kot said if the residents do not desire this, he will not pursue it further.

Water tower maintenance was discussed by Alderman Funkhouser. He said the water tower on Tower Lane does not look good and Mr. Dhuse said the tower will be washed before November. The cost is \$4,000 to \$5,000. He said the City washes one per year on a rotating basis.

Alderman Funkhouser asked when the Fox Hill monument will be removed. Mr. Dhuse said that when the IDOT project starts, he will remove the sign.

A Leopardo Energy update was requested by Alderman Funkhouser. All materials requested by Leopardo were sent 2-3 weeks ago and Mr. Olson said he will follow up with them.

There was no further business and the meeting was adjourned at 6:54pm.

Minutes respectfully transcribed by
Marlys Young, Minute Taker



Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

NB #1

Tracking Number

PW 2016-63

Agenda Item Summary Memo

Title: Church Street Parking

Meeting and Date: Public Works Committee – September 20, 2016

Synopsis: Creating Certain No Parking Zones on Church Street

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, Administrator
Date: September 13, 2016
Subject: Church St. parking restrictions

Summary

To create certain no parking zones on Church Street from West Main to Somonauk Street.

Background

With the improvements completed on Church St., there is now a need to post no parking in certain areas to allow traffic to move freely. Before the improvements the street was approximately 18'-19' wide with a gravel shoulder from Somonauk to W. Center St., and there was only gravel parking near the park that was not striped. After the improvements, we have increased the width of the road and striped the parking stalls. Therefore, the following no parking restrictions are needed:

1. Somonauk St to West Center St. – the west side of Church was expanded by 9' to accommodate a pick up lane for Parkview Christian Academy. In this area we are asking for no parking during school hours. In addition to that, I am asking for no parking on the east side of Church St. in these same blocks to allow traffic to pass unimpeded.
2. West Center St. to West Main St. – the east parking was striped for straight in parking adjacent to the park. In order to have enough room for motorists to back out safely, we need to have no parking on the west side of Church St. in this block.

The last block from West Main to River St. is already no parking on both sides. No changes are needed in this block.

Recommendation

I recommend to enact these parking restrictions on Church St. to allow the safe movement of traffic and for the safety of pedestrians as well. I would ask that this be placed on the September 20, 2016 Public Works Committee for discussion. If you have any questions, please let me know.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS REGULATING ON-STREET PARKING

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1. Title 6, Chapter 2, Section 2, of the United City of Yorkville Code of Ordinances is hereby amended by deleting the following:

6-2-2: PARKING PROHIBITED ON DESIGNATED STREETS:

CHURCH STREET

A “no parking” zone shall be created on the east side of Church Street from Somonauk Street to West Center Street.

Section 2. Title 6, Chapter 2, Section 2, of the United City of Yorkville Code of Ordinances is hereby amended by adding the following:

CHURCH STREET

A “no parking” zone shall be created on the west side of Church Street from Somonauk Street to West Center Street, to be effective Monday through Friday, between the hours of seven o’clock (7:00) A.M. until four o’clock (4:00) P.M.

Section 3. Title 6, Chapter 2, Section 2, of the United City of Yorkville Code of Ordinances is hereby amended by adding the following:

CHURCH STREET

A “no parking” zone shall be created on the West side of Church Street from West Center to West Main Street.

Section 4. If any Section, subsection, sentence, clause, phrase or portion of this Chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Section 5. This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois, this ____ day of _____, 2016.

CITY CLERK

CARLO COLOSIMO _____

KEN KOCH _____

JACKIE MILSCHEWSKI _____

LARRY KOT _____

CHRIS FUNKHOUSER _____

JOEL FRIEDERS _____

DIANE TEELING _____

SEAVAR TARULIS _____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this ____ day of _____, 2016.

MAYOR



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

NB #2

Tracking Number

PW 2016-64

Agenda Item Summary Memo

Title: 2016 RTBR (MFT)

Meeting and Date: Public Works Committee – September 20, 2016

Synopsis: Consideration of Change Order No. 1

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/gov_officials.php



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Lisa Pickering, Deputy City Clerk

Date: August 26, 2016
Subject: 2016 MFT/RTBR Program – Change Order No. 1

The purpose of this memo is to present Change Order No. 1 for the above referenced project.

A Change Order, as defined by in the General Conditions of the Contract Documents, is a written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

Background:

The United City of Yorkville and D Construction, Inc. entered into an agreement for a contract value of \$515,056.39 for the above referenced project. Construction is now substantially complete.

Questions Presented:

Should the City approve Change Order No. 1 which would decrease the contract amount by \$4,469.39?

Discussion:

Change Order No. 1 includes additions/deductions to the contract quantities to reflect as-built quantities and new pay items for unexpected field conditions (see attached for detail).

No additional change orders are anticipated as project work is complete. We anticipate a final contract value of \$510,587.00.

We are recommending approval of the Change Order.

Action Required:

Consideration of approval from the City Council for Change Order No. 1.

CHANGE ORDER

Order No. 1

Date: August 25, 2016

Agreement Date: _____

NAME OF PROJECT: 2016 MFT/RTBR Program

OWNER: United City of Yorkville

CONTRACTOR: D. Construction, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

- | | |
|--|---------------|
| 1) Deduction of Bituminous Materials (Prime Coat)
2,047.9 Pounds @ \$0.01/Pound | (\$20.48) |
| 2) Deduction of Leveling Binder (Hand Method), N50
60.0 Ton @ \$0.01/Ton | (\$0.60) |
| 3) Addition of Leveling Binder (Machine Method), N50
598.6 Ton @ \$60.00/Ton | \$35,916.00 |
| 4) Addition of HMA Surface Course, Mix "D", N50
193.7 Ton @ \$61.00/Ton | \$11,815.70 |
| 5) Deduction of Incidental HMA Surfacing
80.0 Ton @ \$75.00/Ton | (\$6,000.00) |
| 6) Deduction of PCC Sidewalk Removal
219.1 SF @ \$1.75/SF | (\$383.43) |
| 7) Deduction of PCC Sidewalk, 5"
302.3 SF @ \$6.00/SF | (\$1,813.80) |
| 8) Addition of Detectable Warnings
44.2 SF @ \$25.00/SF | \$1,105.00 |
| 9) Deduction of HMA Surface Removal – 2.5 Inch
1,450.7 SY @ \$2.15/SY | (\$3,119.01) |
| 10) Deduction of Class D Patch, 4 Inch
1,126.7 SY @ \$30.00/SY | (\$33,801.00) |
| 11) Deduction of Combination Concrete Curb and Gutter Removal and Replacement
154.9 LF @ \$35.00/LF | (\$5,421.50) |
| 12) Deduction of Manholes to be Adjusted with New Frame and Lid – Type 1
11.0 Each @ \$550.00/Each | (\$6,050.00) |

13) Deduction of Valve Boxes to be Adjusted 1.0 Each @ \$250.00/Each	(\$250.00)
14) Deduction of Restoration 502.3 SY @ \$11.00/SY	(\$5,525.30)
15) Addition of Crack Sealing 82.2 LF @ \$0.55/LF	\$45.21
16) Deduction of Preparation of Base 339.1 SY @ \$3.25/SY	(\$1,102.08)
17) Deduction of Thermoplastic Pavement Markings, Letters and Symbols 11.4 SF @ \$6.62/SF	(\$75.47)
18) Addition of Thermoplastic Pavement Markings, 4" 1045.0 LF @ \$1.49/LF	\$1,557.05
19) Addition of Thermoplastic Pavement Markings, 6" 701.0 LF @ \$2.21/LF	\$1,549.21
20) Addition of Thermoplastic Pavement Markings, 12" 91.0 LF @ \$4.42/LF	\$402.22
21) Deduction of Thermoplastic Pavement Markings, 24" 11.0 LF @ \$8.83/LF	(\$97.13)
22) Addition of F&I Yorkville Lettered Lids 8.0 Each @ \$200.00/Each	\$1,600.00
23) Addition of Sanitary Manhole Adjustments 4.0 Each @ \$1,300.00/Each	\$5,200.00

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$515,056.39

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): \$515,056.39

The CONTRACT PRICE due to this CHANGE ORDER will be DECREASED by: \$ 4,469.39

The new CONTRACT PRICE including this CHANGE ORDER will be: \$510,587.00

Justification:

1-21) Changes per as-built quantities measured in the field.

22) Added per field conditions.

23) Added per field conditions.

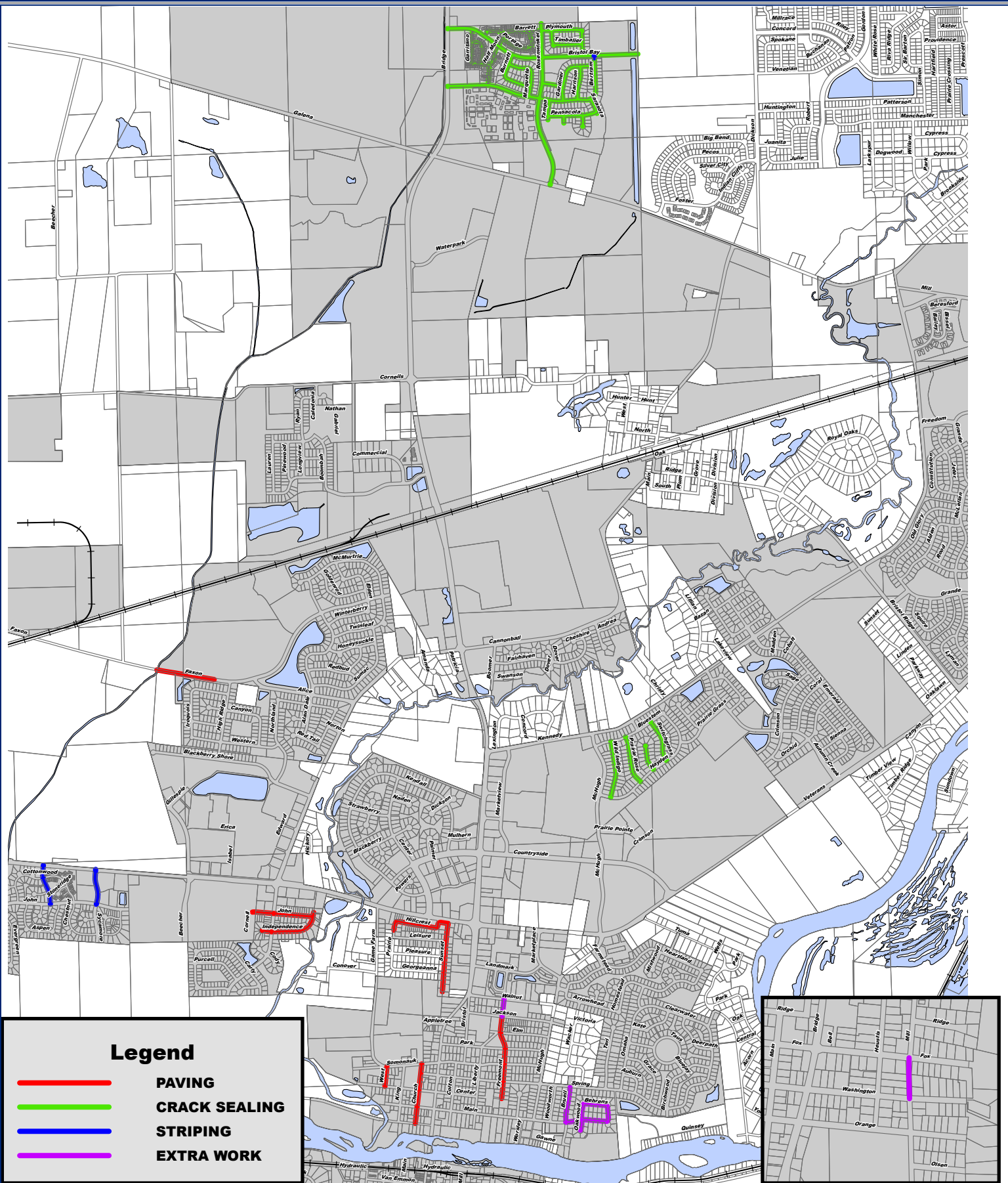
Change to CONTRACT TIME:

The contract time is increased/~~decreased~~ by 0 days.

Requested by: _____ D. Construction, Inc.

Recommended by: _____ Engineering Enterprises, Inc.

Accepted by: _____ United City of Yorkville



Legend

- PAVING
- CRACK SEALING
- STRIPING
- EXTRA WORK

Engineering Enterprises, Inc.

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

DATE: April 2016
PROJECT NO.: YO1518
BY: KKP
PATH: H:\GIS\PUBLIC\YORKVILLE\2015\1518\1518_Paving.MXD
FILE: YO1518_Paving.MXD

2016 RTBR LOCATION MAP





Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

NB #3

Tracking Number

PW 2016-65

Agenda Item Summary Memo

Title: 2016 RTBR / Additional Work

Meeting and Date: Public Works Committee – September 20, 2016

Synopsis: Consideration of Change Order No. 1

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/gov_officials.php



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Lisa Pickering, Deputy City Clerk

Date: August 26
Subject: 2016 RTBR Program Additional Work – Change Order No. 1

The purpose of this memo is to present Change Order No. 1 for the above referenced project.

A Change Order, as defined by in the General Conditions of the Contract Documents, is a written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

Background:

The United City of Yorkville and D Construction, Inc. entered into an agreement for a contract value of \$313,413.47 for the above referenced project. Construction is now substantially complete.

Questions Presented:

Should the City approve Change Order No. 1 which would decrease the contract amount by \$48,318.03?

Discussion:

Change Order No. 1 includes additions/deductions to the contract quantities to reflect as-built quantities and new pay items for unexpected field conditions (see attached for detail).

No additional change orders are anticipated as project work is complete. We anticipate a final contract value of \$265,095.44.

We are recommending approval of the Change Order.

Action Required:

Consideration of approval from the City Council for Change Order No. 1.

CHANGE ORDER

Order No. 1

Date: August 25, 2016

Agreement Date: _____

NAME OF PROJECT: 2016 MFT/RTBR Program -- Additional

OWNER: United City of Yorkville

CONTRACTOR: D. Construction, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

- | | |
|--|---------------|
| 1) Deduction of Bituminous Materials (Prime Coat)
1355.0 Pounds @ \$0.01/Pound | (\$13.55) |
| 2) Addition of Leveling Binder (Machine Method), N50
157.4 Ton @ \$60.00/Ton | \$9,444.00 |
| 3) Addition of HMA Surface Course, Mix "D", N50
68.6 Ton @ \$61.00/Ton | \$4,184.60 |
| 4) Deduction of PCC Sidewalk Removal
1073.3 SF @ \$1.75/SF | (\$1,878.28) |
| 5) Deduction of PCC Sidewalk, 5"
1252.4 SF @ \$6.00/SF | (\$7,514.40) |
| 6) Addition of Detectable Warnings
40.2 SF @ \$25.00/SF | \$1,005.00 |
| 7) Deduction of HMA Surface Removal – 2.5 Inch
290.9 SY @ \$2.15/SY | (\$625.44) |
| 8) Deduction of Class D Patch, 4 Inch
1202.4 SY @ \$30.00/SY | (\$36,072.00) |
| 9) Deduction of Combination Concrete Curb and Gutter Removal and Replacement
23.8 LF @ \$35.00/LF | (\$833.00) |
| 10) Deduction of Manholes to be Adjusted with New Frame and Lid – Type 1
7.0 Each @ \$550.00/Each | (\$3,850.00) |
| 11) Deduction of Inlets to be Adjusted
7.0 Each @ \$350.00/Each | (\$2,450.00) |
| 12) Deduction of Valve Boxes to be Adjusted
3.0 Each @ \$250.00/Each | (\$750.00) |

13) Deduction of Restoration 666.5 SY @ \$11.00/SY	(\$7,331.50)
14) Deduction Aggregate Wedge Shoulder, Type B 5 Ton @ \$100.00/Ton	(\$500.00)
15) Deduction of Crack Sealing 82.2 LF @ \$0.55/LF	(\$374.44)
16) Addition of F&I Yorkville Lettered Lids 2.0 Each @ \$200.00/EA	\$400.00

Change of CONTRACT PRICE:

Original CONTRACT PRICE:	<u>\$313,413.47</u>
Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S):	<u>\$313,413.47</u>
The CONTRACT PRICE due to this CHANGE ORDER will be <u>DECREASED</u> by:	<u>\$ 48,318.03</u>
The new CONTRACT PRICE including this CHANGE ORDER will be:	<u>\$265,095.44</u>

Justification:

- 1-15) Changes per as-built quantities measured in the field.
16) Added per field conditions.

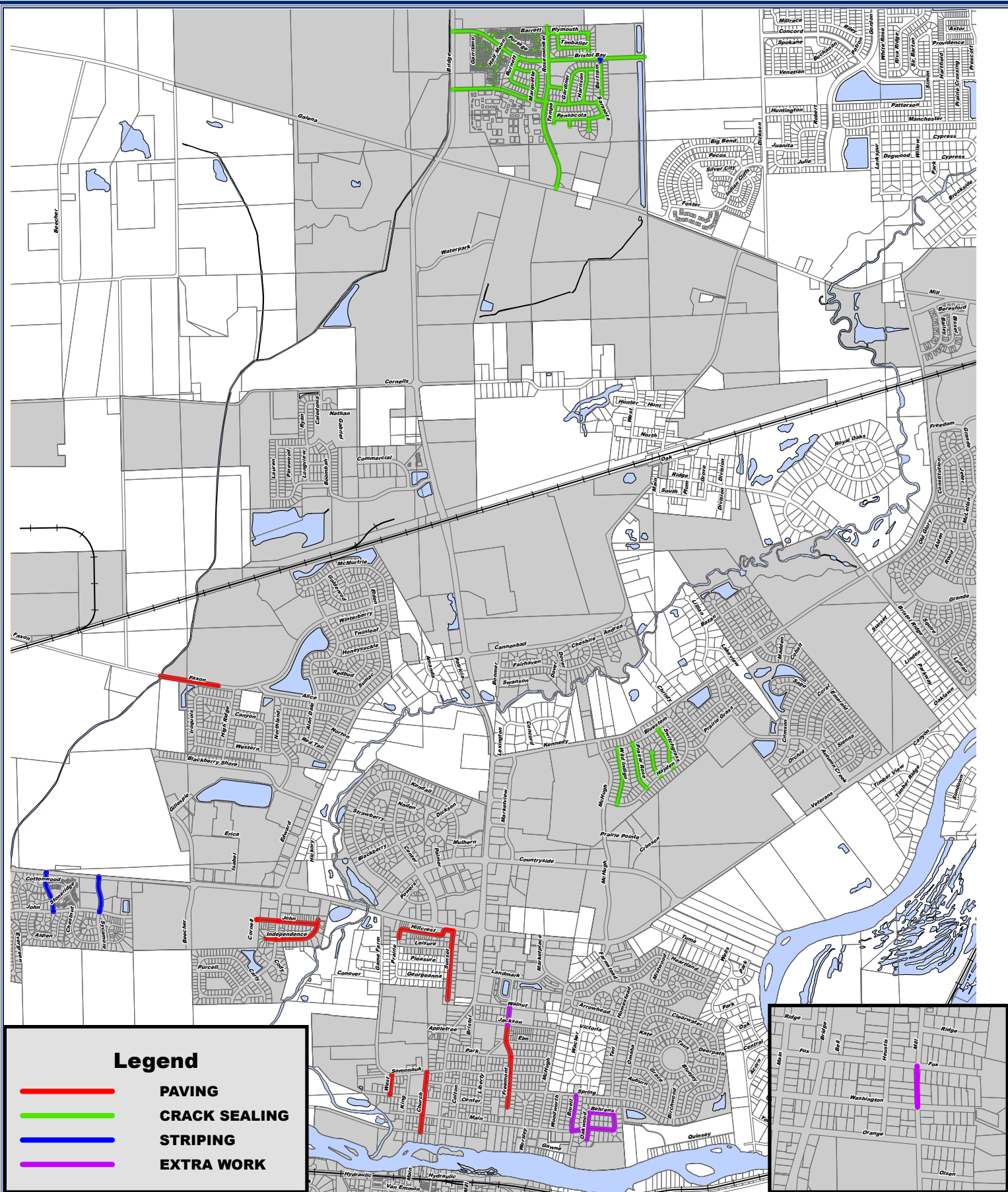
Change to CONTRACT TIME:

The contract time is increased/~~decreased~~ by 0 days.

Requested by: _____ D. Construction, Inc.

Recommended by: _____ Engineering Enterprises, Inc.

Accepted by: _____ United City of Yorkville

**Engineering Enterprises, Inc.**

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

DATE:	April 2016
PROJECT NO.:	YO1518
BY:	KKP
PATH:	H:\GIS\PUBLIC\YORKVILLE\2015\
FILE:	YO1518_Paving.MXD

2016 RTBR LOCATION MAP





Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

NB #4

Tracking Number

PW 2016-66

Agenda Item Summary Memo

Title: Game Farm Road and Somonauk Improvements

Meeting and Date: Public Works Committee – September 20, 2016

Synopsis: Consideration of LPA Amendment No. 1

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/gov_officials.php



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Lisa Pickering, Deputy City Clerk

Date: September 12, 2016
Subject: Game Farm Road and Somonauk Street Improvements

The purpose of this memo is to present a Local Public Agency Amendment for the project.

The City did not utilize all the allotted Federal Funds for land acquisition as originally budgeted. Therefore we are able to move \$41,905 to the construction phase of the project. This will reduce the local share of the construction portion.

The proposed amendment has been approved by the Kane-Kendall Council of Mayors and the attached Amendment No. 1 has been prepared by IDOT staff.

We are recommending approval of Amendment No. 1. If you have any questions or require additional information, please let us know.



Engineering Enterprises, Inc.

March 23, 2016

Mr. Tony Speciale
Kane/Kendall Council of Mayors
Kane County Division of Transportation
41W011 Burlington Road
St. Charles, IL 60175

**Re: Section No. 03-00031-00-FP
Job No. ROW (R-93-017-10)
Job No. Construction (C-93-055-07)
Game Farm Road – Somonauk Street Improvements
United City of Yorkville**

Dear Mr. Speciale:


The United City of Yorkville is requesting to move \$41,905.00 from the land acquisition phase to the construction portion of this project. The City used \$133,095.00 of the available \$175,000.00 of Federal Funds for land acquisition phase. The project was let on the November 21, 2014 letting and construction is significantly complete. The construction phase was not fully funded at 70/30, therefore there is an opportunity to use these remaining funds in this phase.

IDOT District 3 has requested that the Kane/Kendall Council of Mayors perform an administrative change first and then they will amend the Joint Agreement for the balance.

We appreciate all your assistance in this matter and if you have any questions or need additional information, please do not hesitate to contact me at 630-466-6700.


Sincerely,

ENGINEERING ENTERPRISES, INC.


Bradley P. Sanderson, P.E.
City Engineer

CC: Jennifer Becker, Kane/Kendall Council of Mayors (via e-mail)
Patrick Knapp, Kane/Kendall Council of Mayors (via e-mail)
Jackie Forbes, Kane/Kendall Council of Mayors (via e-mail)
Bart Olson, United City of Yorkville (via e-mail)
Eric Dhuse, United City of Yorkville (via e-mail)
Lisa Pickering, United City of Yorkville (via e-mail)
Kathy Field-Orr, Kathleen Field Orr & Associates (via e-mail)
TVW, JAM, EEI (via e-mail)

\\Milkyway\EEI_Storage\Docs\Public\Yorkville\2011\YO1113-C Game Farm Somonauk Improvements\Docs\STP Phase Transfer request.docx

 Illinois Department of Transportation Local Public Agency Amendment # 1 for Federal Participation	Local Public Agency Yorkville, City of	State Contract <input checked="" type="checkbox"/>	Day Labor <input type="checkbox"/>	Local Contract <input type="checkbox"/>	RR Force Account <input type="checkbox"/>
	Section: 03-00031-00-FP	Fund Type: STU	ITEP / SRTS / HSIP Number(s)		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-93-055-07	M-8003(810)				

This Amendment 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** have jointly proposed to improve the designated location as described below and agree to the changes outlined in this Amendment. The improvement shall be constructed in accordance with plans 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			
Location	Game Farm Road, Somonauk Street	Route	FAU 1550
Length	0.95		
Termini	Game Farm Road from US 34 to Somonauk Street; Somonauk Street from Game Farm Road to IL 47		

Current Jurisdiction	City of Yorkville	TIP Number	09-00-0028	Existing Structure No	
----------------------	-------------------	------------	------------	-----------------------	--

Amended Division of Cost						
Type of Work	STU	%	%	LPA	%	Total
Participating Construction	2,385,417	(*)	()	1,224,583	(BAL)	3,610,000
Non-Participating Construction		()	()	230,000	(100)	230,000
Preliminary Engineering		()	()		()	
Construction Engineering		()	()		()	
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials						
TOTAL	\$ 2,385,417			\$ 1,454,583		\$ 3,840,000
*70% STU funds NTE \$2,385,417						

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

For Amendments Increasing the LPA share: By execution of this Amendment, the **LPA** attests that additional moneys have been appropriated or reserved by resolution or ordinance to fund the additional share of **LPA** project costs. A copy of the resolution or ordinance is attached as an addendum(**required for increases to state-let contracts only**).

ADDENDA

Additional information, changes, and/or stipulations to the original Agreement are hereby attached and identified below as being a part of this Amendment.

(Insert addendum numbers and titles as applicable)

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by this Amendment shall remain in full force and effect and the Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

The **LPA** further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Amendment and all Addenda.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number _____
conducting business as a Governmental
Entity.

DUNS Number _____

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

William M. Barnes, Chief Counsel

Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

NOTE: If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

RECEIVED D3 LOCAL ROADS	
FEB 15 '11	
BUREAU CHIEF	
FIELD ENG. 1	X
FIELD ENG. 2	
FIELD ENG. 3	
OFFICE TECHNICIAN	✓
CRT OPERATOR	✓
AUDITOR	
SECRETARY	
FILE	
OTHER	

February 10, 2011

Jackie Milschewski
City Clerk
800 Game Farm Road
Yorkville, IL 60560

Subject: City of Yorkville
Section 03-00031-00-FP
Project M-9003(678)
Job No. R-93-017-10

Dear Mr. Milschewski:


The attached joint agreement for the subject section was executed by the department on February 9, 2011.

Sincerely,

Darrell W. Lewis, P.E.
Acting Engineer of Local Roads and Streets

Attachment

cc: Joe Wyrot, Municipal Engineer
Eric Therkildsen, District 3 Acting Attn: James Threadgill, Acting
Joanne Woodworth, Acting Attn: Project Control
Jeff South

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency City of Yorkville	State Contract	Day Labor	Local Contract X	RR Force Account
	Section 03-00031-00-FP	Fund Type STU	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
				R-93-017-10	M-9003(678)

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans 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 Game Farm Road – Somonauk Street Route FAU 1150 Length 5,500 Feet
Termini U.S. Route 34 and Colton Street

Current Jurisdiction City of Yorkville Existing Structure No _____

Project Description

Reconstruct Game Farm Road and Somonauk Street from US 34 and IL 47

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction		()		()		()	
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering		()		()		()	
Right of Way	175,000	(*)		()	175,000	(bal)	350,000
Railroads		()		()		()	
Utilities		()		()		()	
Materials							
TOTAL	\$ 175,000		\$		\$ 175,000		\$ 350,000

* 50% STU funds NTE \$175,000

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA 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.
The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
METHOD B--- _____ Monthly Payments of _____
METHOD C---LA's Share _____ 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)

THE LA 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 **LA** 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 **LA**, and **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 **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 the completion of the contract, 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 **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; 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 **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'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 **LA** will pay to the **STATE**, an amount equal to the **LA**'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.
- (11) (Day Labor or Local Contracts) 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 this agreement is executed, the **LA** 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 this Agreement is executed, the **LA** 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 **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/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 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 **LA'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 **LA'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 **LA** shall require that the language of this certification be included in the award documents for all subawards at all tiers (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) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three 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).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.
- (25) (Single Audit Requirements) That if the **LA** receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA's** that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

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 **LA'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 **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** 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) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

- (a) To reimburse the LA 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 LA;
- (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) 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 or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA 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 LA 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 LA'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 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 (31 U.S.C. 3801 et seq.). In the absence of a USDOT - approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map **NUMBER 1 TRANSPARENCY ACT ADDENDUM**
(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED United City of Yorkville
Local Agency

Valerio Burd
(Print or Type Name)

MAYOR Valerio Burd
(County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is
36-8008169 conducting business as a Governmental
Entity.

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

APPROVED

State of Illinois
Department of Transportation

Greg Hanning
Greg Hanning, Secretary of Transportation

Date

By:

(Delegate's Signature)

(Delegate's Name - Printed)

Christine M. Reed
Christine M. Reed, Director of Highways/Chief Engineer

Date

Ellen L. Schenck-Haskins
Ellen L. Schenck-Haskins, Chief Counsel

Date

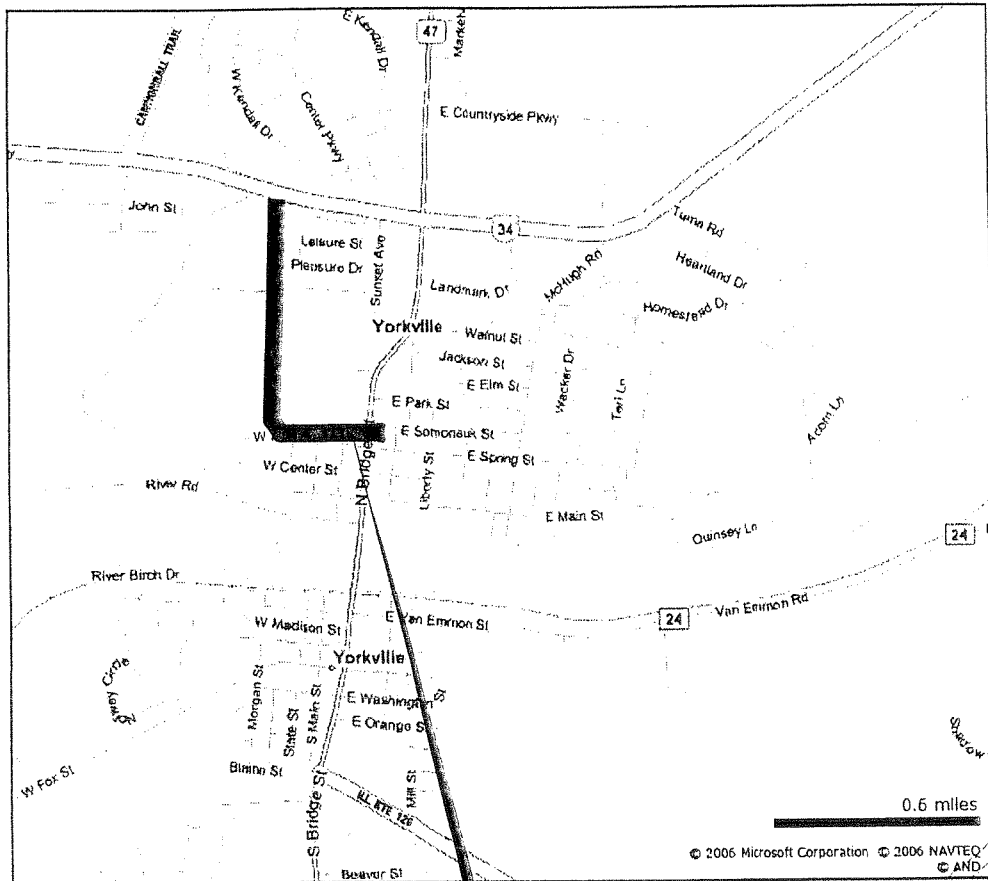
Matthew R. Hughes
Matthew R. Hughes, Acting Director of Finance and Administration

Date

ADDENDUM #1 LOCATION MAP

GAME FARM ROAD MAP

THE UNITED CITY OF YORKVILLE, ILLINOIS
KENDALL COUNTY



PROJECT LOCATION
GAME FARM ROAD
U.S. RTE 34 TO I.L. RTE 47

Addendum #2

The local agency is required to register with the 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. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>

As a sub-recipient of a federal funding equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>

**A RESOLUTION APPROVING A LOCAL AGENCY AGREEMENT BETWEEN
THE UNITED CITY OF YORKVILLE AND
ILLINOIS DEPARTMENT OF TRANSPORTATION
Game Farm Road – Somonauk Street Project M-8003(810)**

WHEREAS, the United City of Yorkville (the “City”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, the City desires to enter into a Local Agency Agreement for Federal Participation with the State of Illinois through its Illinois Department of Transportation that will provide seventy percent of the funding for roadway improvements on Game Farm Road from US 34 to Somonauk Street and Somonauk Street from Game Farm Road to Illinois Route 47; and,

WHEREAS, the Illinois Department of Transportation has proposed a Local Agency Agreement that will establish the cost sharing for this project with the City’s local share being \$3,786,000; and,

WHEREAS, the City to indicate the availability of funding for this project shall set aside those funds necessary from its Series 2014A General Obligation Alternate Revenue Source Bonds received by the City on August 5, 2014 in the amount of \$4,257,989.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1: That the *Local Agency Agreement for Federal Participation* for Job Number C-93-055-07 and Project Number M-8003(810), that is attached hereto and made a part hereof by reference as Exhibit A, between the State of Illinois acting by and through its Department of Transportation and the City be and is hereby approved and that Mayor Gary J. Golinski is hereby authorized to execute said Agreement on behalf of the City.

Section 2: That the City hereby appropriates from its Series 2014A General Obligation Alternate Revenue Source Bonds the City’s local share of the project costs in the amount of \$3,786,000 and any additional funds that may be required.

Section 3: That this resolution shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois
this 25 day of November 2014.


Betty Warner
CITY CLERK

CARLO COLOSIMO Y
JACKIE MILSCHEWSKI Y
CHRIS FUNKHOUSER Y
ROSE ANN SPEARS Y

KEN KOCH Y
LARRY KOT Y
JOEL FRIEDERS Y
DIANE TEELING Y

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois,
this 1 day of DECEMBER 2014.

Nancy J. Nohr
MAYOR

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency	State Contract	Day Labor	Local Contract	RR Force Account
	City of Yorkville	X			
	Section	Fund Type	ITEP and/or SRTS Number		
	03-00031-00-FP	STU			

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-93-055-07	M-8003(810)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans 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 Game Farm Road/Somonauk Street Route FAU 1550 Length 0.95
Termini Game Farm Road from US 34 to Somonauk Street; Somonauk Street from Game Farm Road to IL 47

Current Jurisdiction City of Yorkville TIP Number 09-00-0028 Existing Structure No

Project Description

Roadway improvement will consist of full signalized intersections, five typical sections to accommodate a two-way left turn lane in the median, and proposed curb and gutter. Improvement also includes sidewalks, pavement reconstruction, pavement marking, storm sewer and driveway entrance replacements.

Division of Cost

Type of Work	STU	%	%	LA	%	Total
Participating Construction	2,343,512	(*)	()	3,638,180	(BAL)	5,981,692
Non-Participating Construction		()	()	147,820	(100)	147,820
Preliminary Engineering		()	()		()	
Construction Engineering		()	()		()	
Right of Way		()	()		()	
Railroads		()	()		()	
Utilities		()	()		()	
Materials						
TOTAL	\$ 2,343,512			\$ 3,786,000		\$ 6,129,512

*70% STU funds NTE \$2,343,512

NOTE The costs shown in the Division of Cost table are approximate and subject to change. The final LA 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 Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA)
METHOD Monthly Payments of
METHOD C---LA's 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 LA 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 **LA** 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 **LA**, and **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 **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 the completion of the contract, 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 **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; 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 **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'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 **LA** will pay to the **STATE**, an amount equal to the **LA**'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.
- (11) (Day Labor or Local Contracts) 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 this agreement is executed, the **LA** 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 this Agreement is executed, the **LA** 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 **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/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 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 **LA**'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 **LA**'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 **LA** 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) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three 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).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the **LA** expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA**'s that expend less than \$500,000 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 **LA**'s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the **LA** 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 register at <https://governmentcontractregistration.com/sam-registration.asp>.

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 **LA**'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 **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** 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) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LA** 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 **LA**;
 - (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.
- (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 or the contract covering the construction work contemplated herein is not awarded within three years 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 **LA**, the **LA** 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 **LA** 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 **LA**'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 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 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE**'s USDOT approved Disadvantaged Business Enterprise Program.
- (5) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location NUMBER 2 RESOLUTION

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

GARY J. GOLINSKI

Name of Official (Print or Type Name)

MAYOR

Title (County Board Chairperson/Mayor/Village President/etc.)

Gary J. Golinski

(Signature)

12-1-14

Date

The above signature certifies the agency's TIN number
36-6006169 conducting business as a Governmental
Entity.

DUNS

112382973

APPROVED

State of Illinois, Department of Transportation

E. J. Borggren

1/5/15

Eric J. Borggren, Acting Secretary of Transportation Date

Omer Osman

Omer Osman, Director of Highways/Chief Engineer

1/25/15

Date

Michael A. Forti

Michael A. Forti, Chief Counsel

12/23/14

Date

Tony Small

Tony Small, Director of Finance and Administration

12/31/14

Date

NOTE: If signature is by an APPOINTED official, a
authorizing said appointed official to execute this agreement is required.required.



Engineering Enterprises

52 Wheeler Road
Sugar Grove, Illinois 60554
(630) 466-6700
www.eetweb.com

DATE: November 2014
PROJECT NO.: YO1113
BY: KKP
PATH: H:\GIS\PUBLIC\YORKVILLE\2011\11
FILE: YO1113-Location.mxd

GAME FARM ROAD AND SOMONAUK STREET LOCATION MAP





Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

NB #5

Tracking Number

PW 2016-67

Agenda Item Summary Memo

Title: Hamman – USPS Water Main (Development Status)

Meeting and Date: Public Works Committee – September 20, 2016

Synopsis: Consideration of Default Issuance

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: Consideration of Default Issuance

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/gov_officials.php



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Lisa Pickering, Deputy City Clerk

Date: September 8, 2016
Subject: Hamman – USPS Water Main

This memo is to provide an update as to the status of the completion of the improvements for the Hamman – USPS Water Main project.

The City is currently holding a letter of credit in the amount of \$3,774.09 for work to be completed on the project. The City completed an updated punchlist inspection and identified a few outstanding work items. There have been several attempts to communicate with the developer regarding obtaining a schedule to complete the work. To date, a completion schedule has not been provided.

The following section of the City Code (Section 11-5-2 paragraph e) addresses this particular situation:

Projects Over Four Years: Projects over four (4) years into construction will receive notification of default from the city engineer, at the city council direction, indicating that the letter of credit or performance bond is subject to a demand for call within sixty (60) days of the date of the notice should the developer not seek an extension for completion. (Ord. 2012-27, 8-28-2012)

Based on the amount of outstanding work and the lack of progress from the developer, staff is recommending that a letter of default be prepared and issued to the developer. This would be the first step in officially calling the letter of credit and afford the developer an additional sixty (60) days to complete the required improvements, or until November 2016 before the City moves to call the security.

At this time, we are requesting direction from the City Council as to whether a letter of default should be issued.



Engineering Enterprises, Inc.

November 25, 2015

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

**Re: Hamman – USPS Water Main
United City of Yorkville
Kendall County, Illinois**

Krysti,

Representatives from Engineering Enterprises, Inc. performed an onsite punch list inspection on November 24, 2015 of the improvements for the above referenced project. A summary of the punch list items is listed below.

1. Record drawings are required to be submitted for review.
2. The fire hydrant shall be cleaned and repainted.
3. The fire hydrant shall be rotated to face the south.
4. The fire hydrant chain shall be repaired.

The developer will be requested to provide a schedule for completion. If you have any questions or if you require additional information, please call.

Very truly yours,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.
Vice President

BPS/MWS

pc: Mr. Bart Olson, City Administrator (Via e-mail)
Mr. Eric Dhuse, Director of Public Works (Via e-mail)
Ms. Lisa Pickering, Deputy Clerk (Via e-mail)
Mr. John P. Duggan, Duggan Law Offices (Via e-mail)

\\MILKYWAY\EEI_Storage\Docs\Public\Yorkville\2015\YO1535-DG Hamman-USPS Water Main\Docs\Hamman-USPS Water Main punchlist
01.doc

UNITED CITY OF YORKVILLE

REQUIREMENTS FOR RECORD DRAWINGS

General

1. Show any changes in location of the constructed improvements.
2. Record Drawings shall be provided in the following formats:
 - a) One (1) bond paper copy; signed and sealed.
 - b) All electronic files required to document the record drawings as defined herein in AutoCAD 2004 (or newer) format on CD, DVD, or via e-mail to the address designated by the City Engineer. All electronic files shall be submitted in accordance with the United City of Yorkville '*Requirements for Electronic Submittals*'.
3. Provide only plan view drawing at preferred scale of 1"=50'. Alternate allowable scales are 1"=40', 1"=30' and 1"=20'. Multiple sheets shall be used as necessary. Large scale details of stormwater restrictor structures and watermain interconnects are encouraged and may be required.
4. All structures shall be numbered or lettered using the same system as the approved engineering plans for the subdivision.
5. The condition of the Bench Mark shown on the approved engineering plans shall be verified and noted on the record drawings. All elevations shall be referenced to North American Vertical Datum 1988 (NAVD 88) vertical datum using US Survey Feet as units.

Water Distribution System

1. Show locations, material and sizes of all mains, valves, hydrants, plugs, b-boxes, elbows, tees, crosses and all other appurtenances required by the engineering plans. Where cover of watermain was other than the standard 5-1/2' due to utility conflicts, show the actual elevation and note the existence of any sleeves around the watermain or other utility line.
2. Show rim elevations for all valve vaults and valve boxes, including hydrant auxiliary boxes.
3. Show elevation of finished grade at hydrant for all fire hydrants.
4. Verify that all structures are visible, at the proper grade, and that all valves and b-boxes are operational prior to submitting record drawings.
5. Show as-built dimensions to water shut off.

Storm Sewer and Stormwater Management System

1. Show locations, material, sizes and slopes of all culverts and storm sewer lines.
2. Show locations, rims and invert elevations and type (i.e. manhole, catch basin, curb inlet, etc.) of all storm structures. For curb inlet structures, show the top of curb elevation. Verify that all structures are visible and at the proper grade prior to submitting record drawings.
3. Show as-built topography of all stormwater management basins and certify that restrictor and as-built detention volume meets or exceeds the requirements of the approved engineering plans. Show the as-built high water elevation for all basins and the normal water elevation and bottom contours for retention basins.
4. Show that critical overflow elevations have been constructed according to the approved engineering plans. Show as-built cross sections of all overflow swales if cross sections were required for capacity calculations on the approved engineering plans.
5. Certify that the project is in compliance with the communities Stormwater and Floodplain Ordinance.

Sanitary Sewer System

1. Show locations, material, sizes and slopes of all sanitary sewer mains and service lines.
2. Show locations, rims and invert elevations and type (manhole, drop manhole, wet well, etc.) of all sanitary structures. Verify that all structures are visible and at the proper grade prior to submitting record drawings.
3. Show as-built dimensions to sanitary sewer service lines.

Miscellaneous Improvements

1. Show location of all street lights and electric lines from street lights to service box.
2. Verify that all concrete monuments shown on the Final Plat of Subdivision have been set and are visible. If not, notify Surveyor of Record to have them installed.
3. Show parcel boundary lines, road ROW lines, and easement lines per final plat.
4. Show road centerlines.
5. Show jurisdictional Wetlands / Waters of the U.S. extent.
6. Show street sign location.
7. Show regulatory sign location and type (stop, yield, etc.).
8. Show traffic signal location.
9. Show pavement extent.

10. Show curb and gutter extent, indicate type.
11. Show gravel shoulder extent.
12. Show sidewalk extent.
13. Show trail / path extent

Certification

1. The following certification, signed by an Illinois Licensed Professional Engineer, shall be placed on the required plan copies:

State of Illinois)
)ss
County of _____)

We, _____ (name of engineering firm), hereby certify that these “Record Drawings” have been prepared under our direct supervision and that the information contained hereon has been provided and/or verified by us and accurately reflects the existing conditions on _____ (date). We further certify that in our professional opinion, these “Record Drawings” adequately depict and substantiate that the improvements constructed as part of this project will function in substantial conformance with the design intent of the engineering plans and specifications as accepted and approved by the United City of Yorkville.

By: _____ (Signature)

Title: _____

Date: _____

seal

Illinois Licensed Professional Engineer No. _____

License Expiration Date: _____



PPR3 162 8/14/05
Approved for U.S.
8/24/05

HAMMAN

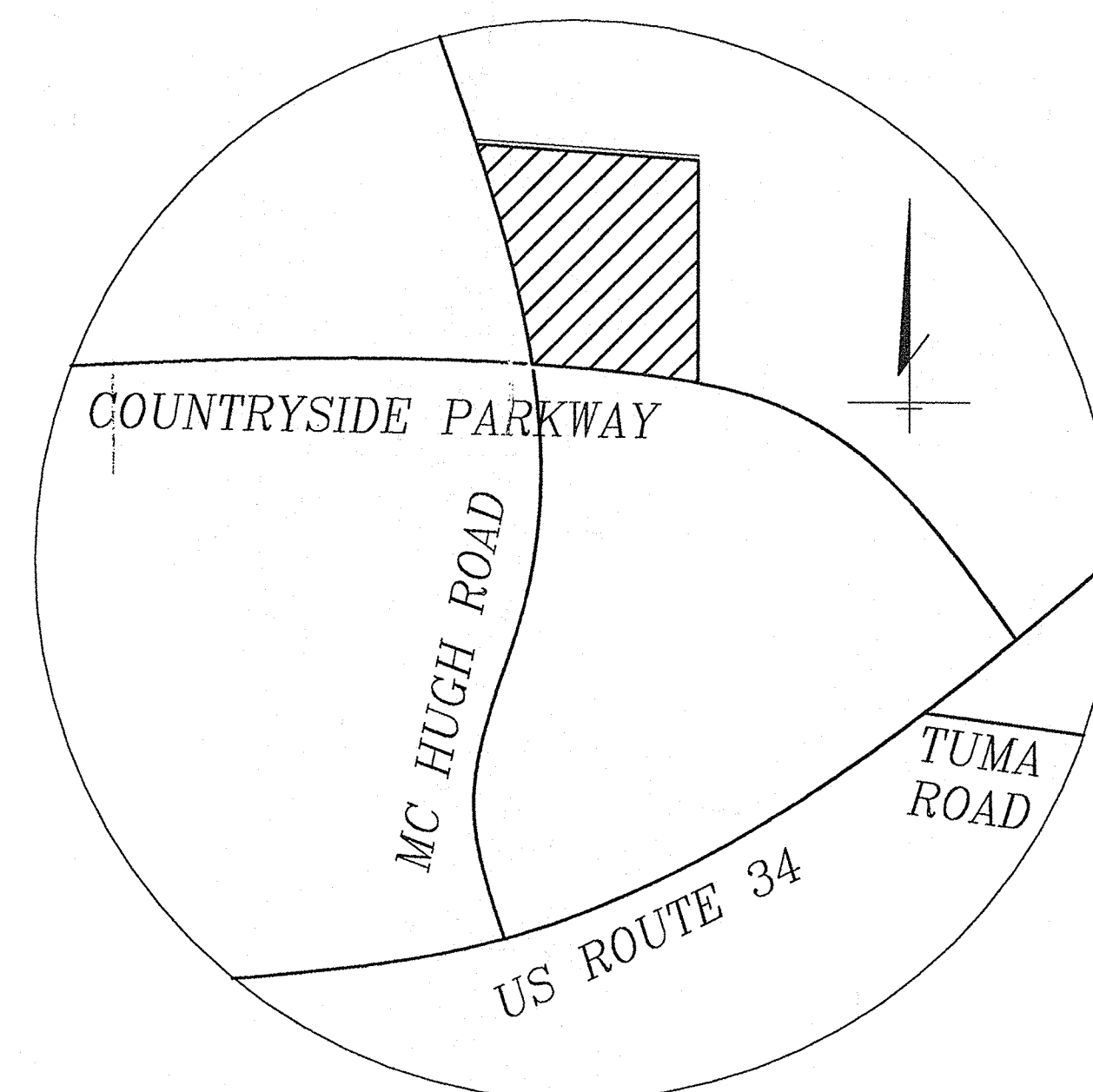
USPS WATERMAIN

KENDALL COUNTY

INDEX OF SHEETS

- | | |
|---|----------------|
| 1 | TITLE SHEET |
| 2 | GENERAL PLAN |
| 3 | PLAN & PROFILE |
| 4 | DETAIL SHEET |

CONSTRUCTION IS TO CONFORM TO YORKVILLE
CURRENT STANDARD SPECIFICATIONS FOR IMPROVEMENTS,
TO THE STANDARD SPECIFICATIONS FOR WATER AND
SEWER MAIN IN ILLINOIS - CURRENT EDITION AND TO
THE FOX METRO RECLAMATION DISTRICT REGULATIONS
CONTRACTOR TO LOCATE ALL UTILITIES IN THE FIELD
BEFORE STARTING CONSTRUCTION

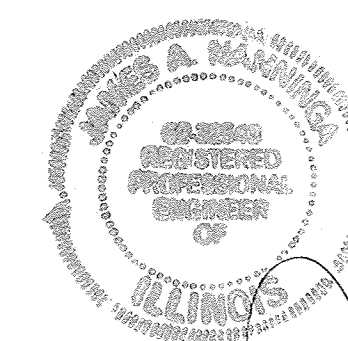


LOCATION MAP
NTS

FOR UNDERGROUND UTILITY LOCATIONS
CALL
J.U.L.I.E.
TOLL FREE
1-800-892-0123

NOTES

1. The location of existing underground facilities are shown on the plans for the convenience of the bidder only. The Owner or Engineer assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the information shown on the plans relative to the location of underground facilities. It shall be the Contractor's responsibility to determine the actual location of all such facilities.
2. All construction shall be in accordance with the applicable provisions of the subdivision regulations and ordinances of the City of Yorkville
3. Storm sewers, sanitary sewers, and water main improvements shall be constructed in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois, Fifth Edition, Dated May, 1996, and the Special Provisions associated with this Improvement.
4. Select granular backfill (CA-7) shall be provided for all construction within a 1:1 slope behind the proposed back of curb and shall be incidental to pipe cost per foot.
5. Selected granular backfill shall be required for the entire length of the sanitary and water services within the street right of way. Cost of selected granular backfill for sanitary and water services shall be considered incidental.



I hereby certify that these plans and specifications
have been prepared under my direct supervision

TITLE SHEET

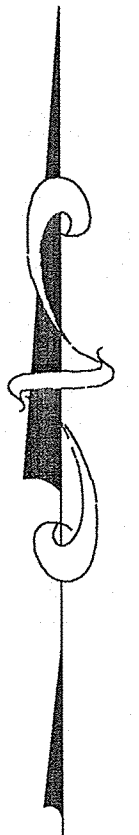
NO.	BY	DATE	TYPE REVISION MADE
1	JN	8/18/05	YORKVILLE REVIEW COMMENTS 8/17/05

OWNER/DEVELOPER
DONALD AND CAROL HAMMAN
13351 FAXON ROAD
PLANO, ILLINOIS

APPLIED CIVIL
ENGINEERING, INC.
2060 CAROLYN ROAD
AURORA, IL 60506
630 897-6568

PROJ. NO. 1060	
DRAWN BY: JN	DATE: 8/05
SCALE: NA	

SHEET NO.
1
OF 4 SHEETS



SCALE 1"=30'

LEGEND

- W- PROPOSED 12" WATERMAIN
- W - EXISTING WATERMAIN
- ⊗ PROPOSED 12" WM VALVE/VAULT
- ⊗ EXISTING WM VALVE
- ▲ NEW LOCATION OF RELOCATED FH
- ⊙ FH TO BE REMOVED & RELOCATED

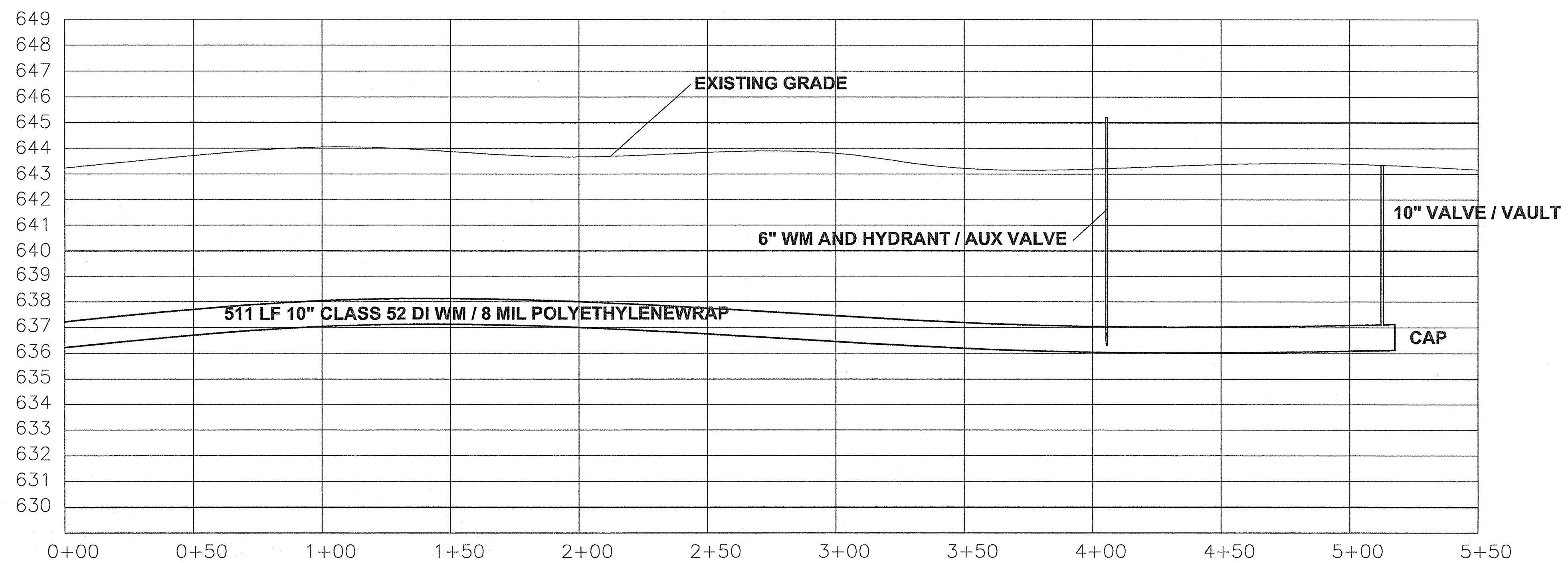
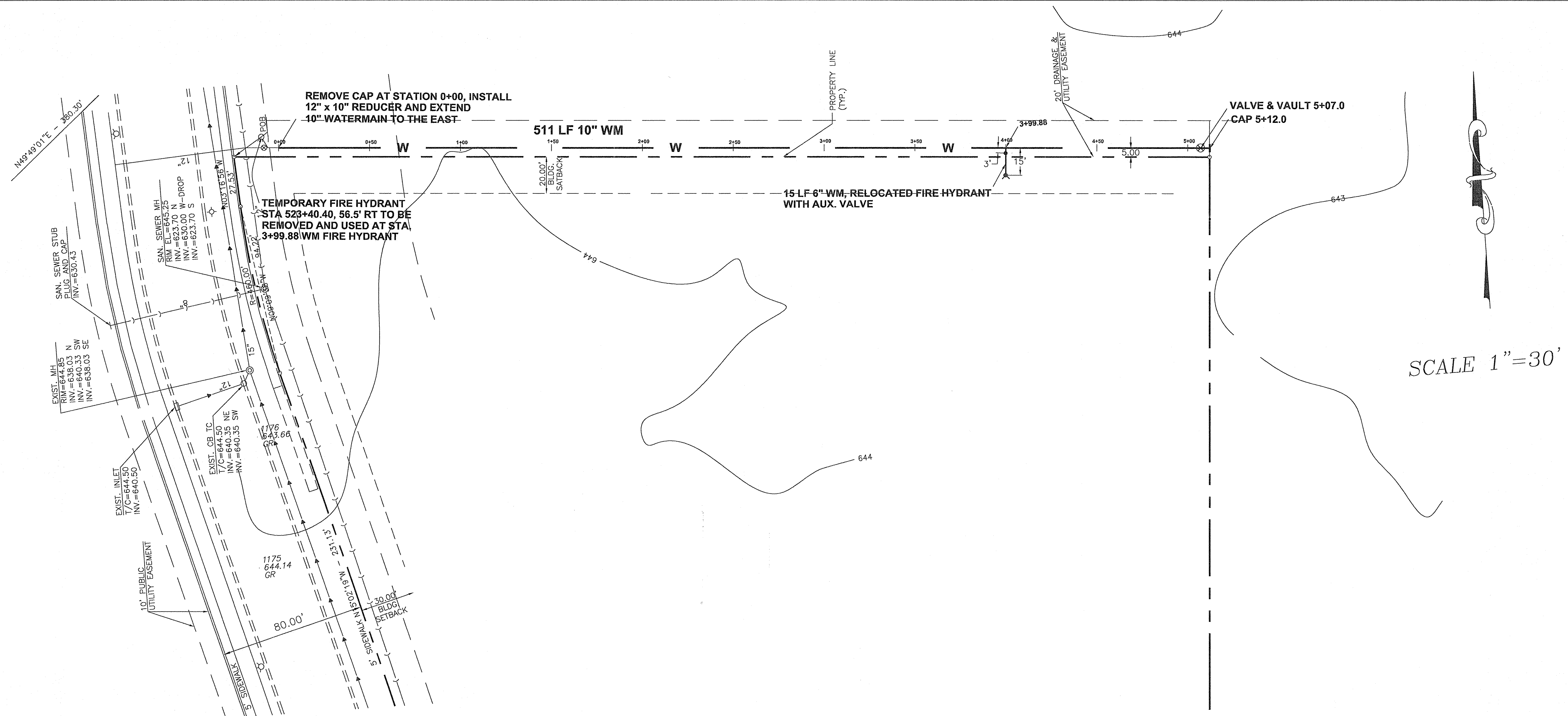
GENERAL PLAN

HAMMAN
USPS WATERMAIN

APPLIED CIVIL
ENGINEERING, INC.
2060 CAROLYN ROAD
AURORA, IL 60506
630 897-6568

PROJ. NO. 1060	DATE: 8/05
DRAWN BY: JN	SCALE: 1"=30' HORIZ

SHEET NO.
2
OF 4 SHEETS



PLAN AND PROFILE

HAMMAN USPS WATERMAIN

APPLIED CIVIL
ENGINEERING, INC.
2060 CAROLYN ROAD
AURORA, IL 60506
630 897-6568

PROJ. NO. 1060
DRAWN BY: JN
DATE: 8/05
SCALE: 1"=30' HORIZ

SHEET NO.
3
OF 4 SHEETS



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

OB #1

Tracking Number

PW 2016-61

Agenda Item Summary Memo

Title: Solid Waste RFP

Meeting and Date: Public Works Committee – September 20, 2016

Synopsis: _____

Council Action Previously Taken:

Date of Action: N/A Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Erin Willrett Administration
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Erin Willrett, Interim Assistant City Administrator
CC: Bart Olson, City Administrator
Date: September 20, 2016
Subject: Solid Waste Collection Services RFP

Summary

Review of the proposed solid waste collection RFP.

Background

At the August Council meeting staff was given direction to move forward with a Solid Waste Collection RFP, as the City's current Waste Agreement is set to expire in April, 2017. Staff has drafted the attached proposal and included two additional services, one is an opt-in composting program and the other is a mandatory curbside electronic waste pick-up.

The proposed RFP

The refuse, recycling, and yard-waste services within the RFP would include the same services the City residents are currently receiving. The addition of an on-demand curbside electronic pick-up has been added as a mandatory service and an opt-in composting program has also been included into the proposal language. Below is a summary of both programs being added to the RFP:

ELECTRONIC WASTE MANAGEMENT

The CONTRACTOR shall allow for the collection of Electronic Waste as defined herein. Residents must contact the CONTRACTOR to schedule a date and time for collection. There shall be no cost associated with this service. All Electronic Waste shall be placed at the curb. Items that require more than one person to collect may require an additional fee as determined by the CONTRACTOR.

CURBSIDE COMPOSTING PROGRAM (VOLUNTARY)

The CONTRACTOR agrees to provide, at its own expense, one 33-gallon or one 64-gallon tote to each single-family or detached residence in the City that opt-in to the optional organics collection. The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that become worn or damaged through normal usage.

The City's curbside composting program shall remain voluntary on the part of any person receiving residential scavenger service as covered under this contract. The Contractor shall provide for the collection and disposal of organic material at an additional monthly cost to customers receiving residential scavenger service.

Yard waste may also be co-mingled with the organic waste.

Recommendation

Staff recommends proceeding with the attached RFP. The request includes the refuse, recycling, and yard-waste services in the proposal at the same level as the last contract. Staff recommends adding

an on-demand curbside electronics pick-up as a mandatory service for the proposals as well as requesting pricing and information for an opt-in voluntary composting program. If the committee agrees with the RFP document as provided, staff recommends approval of the RFP at the City Council Meeting in September.

REQUEST FOR PROPOSAL

Name of Proposing Company: _____

Project Name: Yorkville Solid Waste Collection Services
Proposal No.: _____
Proposal Due: November 3, 2016 @ 10:00am
Proposal Opening: November 3, 2016 @ 10:01am

Required of All Proposers:

Deposit: \$5,000.00 deposit
Letter of Capability of Acquiring
Performance Bond: Not Required

Required of Awarded Contractor:

Performance Bond/Letter of Credit: \$500,000.00
Certificate of Insurance: Required

Legal Advertisement published: September 22, 2016
Date Issued: October 1, 2016

This document consists of 45 pages.

Return **original** and **two duplicate copies** of proposal along with **one compact disc**/flash drive with proposal information contained on it in a *.doc (Microsoft Word) or *.pdf (Abode Acrobat) version in a **sealed envelope** marked with the Proposal Number as noted above to:

BART OLSON
CITY ADMINISTRATOR
UNITED CITY OF YORKVILLE
800 GAME FARM ROAD
YORKVILLE, IL 60560
PHONE: 630-553-4350
www.yorkville.il.us

The UNITED CITY OF YORKVILLE will receive proposals Monday thru Friday, 8:00 A.M. to 4:30 P.M. at City Hall, 800 Game Farm Road, Yorkville, IL 60560.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Yorkville City Council, reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, two additional paper copies and one compact disc/flash drive of the total proposal. Upon formal award of the proposal, the successful Proposer will receive a copy of the executed contract.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that United City of Yorkville will receive sealed proposals up to ~~Monday, April 9, 2012 at 3:30 p.m.~~ Wednesday, November 23, 2016 at 10:00am.
- 1.2 Proposals will be opened and read aloud in the City Council Chambers at Yorkville City Hall, 800 Game Farm Road, on Wednesday, November 23, 2016 at 10:01am. ~~Monday, April 9, 2012 at 3:31 p.m.~~
- 1.3 Proposals must be received at the United City of Yorkville by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.4 Proposal forms shall be sent to the United City of Yorkville, ATTN: Bart Olson, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.5 All proposals must be submitted on the forms supplied by the City and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.
- 1.6 By submitting this proposal, the proposer certifies under penalty of perjury that they have not acted in collusion with any other proposer or potential Proposer.
- 1.7 For purposes of this RFP, all references to the "City" shall mean the United City of Yorkville.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon. All requests for interpretations or clarifications shall be made in writing and received by the City of Yorkville by Tuesday, October 25 at 10:00am. ~~-at least five (5) business days prior to the date set for receipt of proposals.~~ All changes or interpretations of the specifications shall be made by the City of Yorkville in a written addendum to our proposer's of record.
- 2.3 In case of error in the extension of prices in the proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any proposal including any proposer's travel or personal expenses shall be the sole responsibility of the proposer and will not be reimbursed by the City.
- 2.5 The proposer hereby affirms and states that the prices quoted herein constitute the total cost to the City for all work involved in the respective items and that this cost also

includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 3.1 A Proposal that is in the possession of the City may be altered by a letter bearing the signature or name of person authorized for submitting a proposal, provided that it is received prior to the time and date set for the bid opening. Telephone, email, or verbal alterations of a proposal will not be accepted.
- 3.2 A Proposal that is in the possession of the City may be withdrawn by the proposer, up to the time set for the proposal opening, by a letter bearing the signature or name of person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of ninety (90) days from the date set for the proposal opening, unless otherwise specified.

4. SECURITY FOR PERFORMANCE

- 4.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the proposer's proposal by the City, shall furnish security for performance acceptable to the municipality when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the municipality and available from the municipality's attorney. **NOTE: As evidence of capability to provide such security for performance, each proposer shall submit with the proposal either a letter executed by its surety company indicating the proposer's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the City indicating its willingness and intent to provide a letter of credit for the proposer.**

5. DELIVERY

- 5.1 All proposal prices are to be quoted, and delivered to the City of Yorkville, 800 Game Farm Road, Yorkville, IL 60560.

6. TAX EXEMPTION

- 6.1 The City is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. Federal identifications will also be provided to selected vendor.

7. RESERVED RIGHTS

- 7.1 The municipality retains autonomy in decision making for this RFP, and reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all proposals and to disapprove of any and all subcontractors as may be in the best interest of either municipality. Time and date requirements for receipt of proposal will not be waived.

II. TERMS AND CONDITIONS

8. MUNICIPAL ORDINANCES

- 8.1 The successful proposer will strictly comply with all ordinances of the awarding municipality and laws of the State of Illinois.

9. USE OF MUNICIPAL NAME

- 9.1 The proposer is specifically denied the right of using in any form or medium the name of the City for public advertising unless express permission is granted by the respective municipality.

10. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 10.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the City and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Proposer to indemnify the City for its own negligence. The Proposer shall indemnify, keep and save harmless the City only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its Subcontractors.

11. NONDISCRIMINATION

- 11.1 Proposer shall, as a party to a public contract:
- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - (b) By submission of this proposal, the Proposer certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.
- 11.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, sexual orientation, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

12. SEXUAL HARASSMENT POLICY

- 12.1 The proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 12.1.1 Notes the illegality of sexual harassment;
- 12.1.2 Sets forth the State law definition of sexual harassment;
- 12.1.3 Describes sexual harassment utilizing examples;
- 12.1.4 Describes the Proposer's internal complaint process including penalties;
- 12.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 12.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

13. EQUAL EMPLOYMENT OPPORTUNITY

- 13.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Proposer agrees as follows:
- 13.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - 13.1.2 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - 13.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.
 - 13.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and

the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- 13.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 13.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 13.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

14. DRUG FREE WORK PLACE

- 14.1 Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
- 14.2 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the City's and proposer'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.
- 14.3 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the City's, or proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 14.4 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 14.5 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace no later

than five (5) days after such conviction from an employee or otherwise receiving actual notice of such conviction.

- 14.6 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 14.7 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.
- 14.8 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

15. PREVAILING WAGE ACT

- 15.1 Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this contract. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract.
- 15.2 Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be open to inspection at all reasonable hours by any representative of the City or the Illinois Department of labor and must be preserved for four (4) years following completion of the contract.

16. INSURANCE REQUIREMENTS –

- 16.1 Prior to the beginning of the contract period, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury of death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below for each municipality or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the City.

(All amounts listed are per municipality)

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate

*(Applicable on a
Per Project Basis)*

Commercial Automobile Liability	\$1,000,000	Each Accident
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Umbrella Liability	\$ 5,000,000
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- 16.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents.
- 16.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 16.4 Workers Compensation coverage shall include a waiver of subrogation against the City.
- 16.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 16.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "City of Yorkville, their officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against City by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the City shall be endorsed to provide that the insurance provided under each policy shall be **Primary and Non-Contributory**.
- 16.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the City may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the City, or terminate this Agreement pursuant to its terms.
- 16.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the City. Renewal certificates shall be provided to the City not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable

to City and shall provide satisfactory evidence of compliance with all insurance requirements. The City shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The City shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

17. COPYRIGHT/PATENT INFRINGEMENT

- 17.1 The Proposer agrees to indemnify, defend, and hold harmless the City against any suit, claim, or proceeding brought against the City for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

18. COMPLIANCE WITH OSHA STANDARDS

- 18.1 Equipment supplied to the City must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

19. CERCLA INDEMNIFICATION

- 19.1 In the event this is a contract that has environment aspects, the Awarded Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the City, their officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Awarded Proposer, both before and after its disposal.

20. SUBLETTING OF CONTRACT

- 20.1 No contract awarded by the City shall be assigned or any part sub-contracted without the written consent of the City Administrator. In no case shall such consent relieve the Awarded Proposer from their obligation or change the terms of the contract.

21. [Section purposefully left blank]

22. TERMINATION OF CONTRACT

- 22.1 The City reserves the right to terminate the whole or any part of this contract, upon ten (10) days` written notice to the Awarded Proposer, in the event of default by the Awarded Proposer. Default is defined as failure of the Awarded Proposer to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event that the Awarded Proposer fails to cure the default upon notice, and the City declares default and termination, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated. The Awarded Proposer shall be liable for any excess costs for such similar supplies or services unless

acceptable evidence is submitted to the City that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Awarded Proposer. Any such excess costs incurred by the City may be set-off against any monies due and owing by the City, respectively, to the Awarded Proposer.

23. BILLING & PAYMENT PROCEDURES

- 23.1 Separate invoices shall be sent to the City, for the City's customers. Payment will be made by the City upon receipt of an invoice. Once an invoice has been verified, the invoice will be processed for payment in accordance with the municipality's payment schedule, policy and procedures.
- 23.2 The City shall review, in a timely manner, each bill or invoice after its receipt. If the City determines that the bill or invoice contains a defect making it unable to process the payment request, the City shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 23.3 Please send all invoices for the City to the attention of City of Yorkville, Accounts Payable, 800 Game Farm Road, Yorkville, IL 60560.

24. RELATIONSHIP BETWEEN THE PROPOSER AND THE CITY

- 24.1 The relationship between the City and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

25. STANDARD OF CARE

- 25.1. Services performed by Proposer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.
- 25.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the City, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.

26. GOVERNING LAW

- 26.1 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of Kendall and the Northern District of Illinois.

27. SUCCESSORS AND ASSIGNS

- 27.1 The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will

assign this Agreement in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub Proposers.

28. WAIVER OF CONTRACT BREACH

- 28.1 The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

29. AMENDMENT

- 29.1 This Agreement will not be subject to amendment unless made in writing and signed by all parties.

30. CHANGE ORDERS

- 30.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties. The appropriate authorizing signature for the City is the City Administrator.

31. SEVERABILITY OF INVALID PROVISIONS

- 31.1 If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

32. NOTICE

- 32.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the City as follows:

**To City:
City Administrator
City of Yorkville
800 Game Farm Road.
Yorkville, IL 60560**

And to the Proposer as designated in the Contract Form.

III. DETAILED SPECIFICATIONS

33. DEFINITIONS

- 33.1 For the purpose of the Contract, definitions of certain terms are listed below. Certain

words or phrases, when used in the Contract shall have the same meaning given to them in this section. Other terms shall be defined within applicable subsections and appendices.

Attached Single-Family Dwelling (Group, Row, Townhouse) A building originally designed and constructed to accommodate two (2) or more dwelling units, with dwelling units joined together by party wall or walls and being not more than two (2) stories in height. Each unit shall have its own ground floor entrance and living space.

Biodegradable shall mean chemically structured material that decomposes rapidly primarily through the action of living soil-borne microorganisms (bacteria, fungi, and actinomycetes) or macro-organisms (crickets, slugs, snowbugs, millipedes, etc.).

Brown Kraft 2-Ply Paper Bags shall mean a two-layer brown product container comprised of kraft paper most often used to contain groceries.

Chipboard shall mean a single-layer cardboard used for packaging cereal, crackers, tissues, and other similar products.

Compost(ing) shall mean a biological process by which microorganisms decompose the organic fraction of waste, producing a humus-like material that may be used as a soil conditioner, mean the process by which aerobic microorganisms decompose organic matter into a humus-like product.

Contract shall mean the agreement created by and consisting of the Contract Documents.

Contract Documents shall include the Request for Proposals, Terms and Conditions, Detail Specifications and the Proposal /Contract Form.

Contractor shall mean the firm with which the City has executed the Contract for Solid Waste Collection and Disposal Services

Corrugated Cardboard shall mean a sturdy paper product commonly used as a packaging consisting of two paper grades – a wavy inner portion and an outside liner.

Curbside shall mean adjacent to the street pavement, alley pavement and gutter and within five feet thereof.

Customer shall mean the resident party, property owner of a dwelling unit in Yorkville's corporate boundary participating in the scavenger collection service.

Day shall mean Calendar Day unless otherwise stated.

Detached Dwelling shall mean a single-family dwelling entirely surrounded by open space.

Disposal Unit shall have different meanings as follows: For the purposes of **refuse** collection, a "disposal unit" shall mean one (1) 64-gallon, 33-gallon, or 96-gallon tote or one (1) water-tight metal, or plastic reusable waste container, no larger than thirty-two

(32) or thirty-three (33) gallons in capacity, containing refuse, yard-waste, [organics](#) or household construction and demolition debris as herein defined; or a securely tied, bundle of refuse or debris which is not placed in a container that does not exceed three (3) feet in diameter, six (6) feet in length, and fifty (50) pounds in weight, or one (1) single miscellaneous or odd-shaped item of refuse or debris that does not exceed fifty (50) pounds in weight. A large household item, as herein defined, is to be considered a disposal unit. Household construction and demolition debris, as is herein defined, is to be considered a disposal unit. For the purpose of **yard-waste** collection, a “disposal unit” shall mean a biodegradable two-ply fifty (50) pound wet-strength kraft paper bag designed for yard-waste collection, not to exceed thirty-three (33) gallons in capacity and fifty (50) pounds in weight, containing “yard-waste” as herein defined, or securely tied, bundles of brush or branches using biodegradable cord, string, rope or twine that does not exceed fifty (50) pounds in weight, two (2) feet in diameter, and four (4) feet in length and is manageable by one (1) person. For purpose of recycling collection, a “disposal unit” shall mean one (1) 64 gallon, 33 gallon, or 96 gallon tote.

Envelope shall mean a flat, folded paper container for a letter or smaller object.

E-Recycling shall mean the use, collection, and remanufacture of electronic materials as feedstock for the production of new materials or products.

Electronic Waste shall mean electronic items banned from Illinois landfills by State Law. These items include, but are not limited to, Televisions, Monitors, Printers, Computers (laptop, notebook, netbook, tablet, desktop), Electronic Keyboards, Facsimile Machines, Videocassette Recorders, Portable Digital Music Players, Digital Video Disc, Players, Video Game Consoles, Small Scale Servers, Scanners, Electronic Mice, Digital Converter Boxes, Cable Receivers, Satellite Receivers, Digital Video Disc Recorders, Cell Phones, Portable Digital Assistant (PDA), Computer Cable, Zip Drive.

Frozen Food Packages shall mean paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen.

Garbage or Rubbish shall mean discarded materials resulting from the handling, cooking, spoilage, and leftovers of food, discarded food or food residues, and paper necessarily used for wrapping same, and all types and kinds of waste materials from housekeeping activities, including, but not limited to ashes, metal cans bottles, books, glass, plastic, newspapers, boxes, cartons, and small amounts of earth, rock or sod, small automobile parts and building materials waste from residential type do-it-yourself projects provided that all such materials are of a size sufficiently small to permit being placed in an approved refuse container, except those items which are banned from direct disposal into a landfill.

HDPE shall mean high-density polyethylene.

Household Construction and Demolition Debris shall mean waste materials from interior and exterior household construction, remodeling and repair projects, including but not limited to: drywall, plywood and paneling pieces, lumber and other building materials; windows and doors, cabinets, carpeting, disassembled bathroom and kitchen fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks and similar

materials. Such debris shall conform to the following: loose small items shall be placed in suitable disposable containers not exceeding fifty (50) pounds in weight, or in bundles not exceeding two (2) feet in diameter, four (4) feet in length, and fifty (50) pounds in weight.

Household Garbage shall mean garbage and rubbish as collected from the residents of the City of Yorkville, currently receiving curbside scavenger service or on-site dumpster service.

Household Garbage – Large Items shall mean any items set forth under “Garbage and Rubbish” above if such item is too large to fit in an approved Disposal Unit including, but not limited to boxes, barrels, crates, furniture, refrigerators, carpets, mattresses, box springs, hot water heaters, stoves and other household appliances, except those items which are banned from direct disposal into a landfill. Large Items shall not include waste from manufacturing processes, construction materials, broken concrete, lumber, large rocks, automobile parts other than tires or dangerous substances which may create a danger to the health, safety, comfort or welfare of the residents of the City of Yorkville or items which are banned from direct disposal into a landfill.

Industrial Wastes shall mean any and all debris and waste products generated by canning, manufacturing, food processing, restaurant, land clearing, building construction or alteration and public works type construction projects whether performed by a governmental unit or by Contract.

Juice Boxes shall mean aseptic cartons consisting of a high-grade paperboard coated with polyethylene plastic and aluminum foil, excluding milk cartons.

Junk Mail shall mean brochures, advertisements, flyers, post cards, greeting cards, window envelopes, and other similar correspondence.

Landscape Waste (also referred to as Yard-waste) shall mean hard landscape waste and soft landscape waste.

Large Household Item (also known as “Bulk Item”), shall mean any discarded and unwanted large household appliance such as freezers, stoves, trash compactors, washers, dryers, dishwasher, humidifiers, dehumidifiers, microwaves, water softeners, televisions, pianos, organs, tables, chairs, mattresses, box springs, bookcases, sofas and similar furniture. All “white goods” including those containing CFC’s (chlorofluorocarbons), shall fit into this definition. White goods containing switches containing mercury, and PCB’s (polychlorinated biphenyls) shall not fit into this definition.

LDPE shall mean low density polyethylene.

Magazines shall mean periodical publications, usually glue bound.

Mixed Papers shall mean stationary, various office papers such as; computer paper, xerox paper, note paper, letterhead, and other similar papers.

Multiple-Family Dwelling shall mean a dwelling containing three (3) or more dwelling

units, with one or both of the following: (a) More than one (1) dwelling unit connecting to a common corridor or entrance-way; or, (b) Dwelling unit vertically connected to neighboring dwelling units through shared floors and ceilings.

PET shall mean polyethylene terephthalate.

Performance Bond shall mean the form of security approved by the City and furnished by the Contractor as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract and will pay all lawful claims.

Processing Center shall mean a location to be maintained or utilized by the Contractor for the purpose of sorting, preparing, and marketing of recyclable materials.

Properly-Prepared shall mean materials prepared according to the disposal program restrictions for refuse, yard-waste, and recycling.

Processing Costs shall mean all reasonable costs incurred by the Contractor with respect to the collection of recyclables from residents currently receiving curbside scavenger services.

Public Awareness Program shall mean a program developed and provided by the Contractor and the City to inform and encourage residents to use the recycling collection services and other waste collection and disposal services of the City.

Recyclables or Recyclable Material(s) shall mean, at a minimum, those materials listed on Appendix 2.

Recycling shall mean the use, collection, and remanufacture of secondary materials as feedstock for the production of new materials or products.

Recycling Containers (bins) shall mean a 64 gallon tote, or a 33-gallon or 94-gallon tote if so acquired by the customer in the manner prescribed in the recycling collection program

Refuse shall mean all discarded and unwanted household and kitchen wastes, including but not limited to: food, food residues, and materials necessarily used for packaging, storing, preparing and consuming same, usually defined as “garbage”; and all combustible and non-combustible waste materials resulting from routine domestic housekeeping, including but not limited to: aluminum and steel cans, glass containers, plastic containers, crockery and other containers, metal, paper (of all types), including newspapers, books, magazines, catalogs, boxes and cartons, cold ashes, furniture, furnishings and fixtures, household appliances (all kinds), textiles and leathers, toys and recreational equipment and similar items. For the purposes of this Agreement, the terms “garbage”, “refuse”, “rubbish”, and “waste” shall be synonymous unless otherwise more specifically defined (for example: “yard-waste”).

Refuse Sticker shall mean a biodegradable paper stamped with the City name and the Contractor’s name and telephone number providing the solid waste services for the City. The sticker shall represent proof of payment for collection and disposal services to be

rendered by the Contractor.

Residence shall mean all attached single family and detached single family dwelling.

Single-Family Dwelling shall mean a detached dwelling containing accommodations for and occupied by one (1) family only.

Specifications shall mean specifications identified in the Contract.

Tote (also referred to as a Toter) A plastic wheeled container in size of 64 gallon, 33 gallon, or 96 gallon with tight-fitting cover, requiring semi-automatic lifting mechanism for collection.

Waste shall mean refuse, recyclables, yard or landscape waste and white goods.

Wet-strength Carrier Stock shall mean rectangular-shaped paperboard containers with special coatings to prevent tearing of the containers or smearing of the ink from moisture when refrigerated.

White Goods shall mean refrigerators, ranges or stoves (electric or gas), freezers, room air conditioners, water heaters and other similar domestic large appliances.

Yard-waste container/unit shall mean a container or unit and may be a kraft paper bag not exceeding thirty (34) gallons of capacity weighing up to fifty (50) pounds. The kraft paper bag shall be of the type specifically intended for landscape waste, being specifically biodegradable and not chemically treated; or a waste container (excluding plastic bags) not exceeding thirty-four (34) gallons of capacity weighing up to fifty (50) pounds; or bundles of hard landscape waste not exceeding two (2) feet in diameter and four (4) feet in length weighing up to fifty (50) pounds. Said bundle to be securely tied with biodegradable natural fiber twine. Securing with plastic or wire is prohibited.

Yard-waste (also known as "landscape waste") shall mean grass clippings, leaves, branches and brush, other yard and garden trimmings, vines, garden plants and flowers, weeds, tree droppings (for example: pine cones and crabapples), and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns, shrubbery, vines, trees and gardens. Sod, dirt, Christmas trees, and greenery from wreathes and garlands shall not be considered yard-waste and shall be disposed of as refuse, unless the composting facility will accept it.

34. DESCRIPTION OF THE BASE SOLID WASTE PROGRAM

- 34.1 Refuse, yard-waste, and curbside recycling services are provided to residences located within the City on a once-per-week basis.
- 34.2 A modified volume based program, based on a monthly fee for pickup of all refuse, consisting of one 33-gallon, 64-gallon tote, or 96-gallon tote, and a \$1 charge for each refuse disposal unit beyond the tote, unlimited yard waste and unlimited recycling. As part of program, the contractor shall supply the customer with a tote of a size of the customer's choosing for a cost outlined in Appendix 1.

34.3 Bulk items as herein defined, are considered subject to collection by the CONTRACTOR, according to the terms and definitions of this contract. Residents with additional material or home improvement projects may contract separately with the CONTRACTOR. The CONTRACTOR will make available 6, 10, 15, 20, and 30 cubic yard containers for this purpose. -Bulk item collection shall be for the collection of one (1) large household item per week from residential units at no additional cost to the resident.

34.5 Yard-waste collection shall begin each year on the 1st collection day in April and end the last collection day in November.

35. SCOPE OF WORK

35.1 The Contractor shall be responsible for performing all work as outlined in the specifications herein and shall provide and furnish all labor, materials, equipment and supplies, vehicles, transportation services, and landfill and compost facility space required to perform and complete the collection and disposal of refuse and yard waste. The Contractor shall also make necessary arrangements with processors required to perform and complete the collection and marketing of recyclables.

35.2 The collection of refuse, yard waste, and recyclable materials shall be a joint program awarded to one firm and cannot be quoted or operated as separate programs.

36. COLLECTION UNITS

36.1 The base unit of service shall be known as a "Collection Unit or Stop". The Contractor shall collect, remove and dispose from every residential building unit, as defined herein, in the City of Yorkville, all refuse, yard-waste and curbside recyclables that may be set out for collection one (1) time each week.

37. GARBAGE AND REFUSE COLLECTION; PREPARATION AND PLACEMENT OF DISPOSAL UNITS

37.1 Toter or can production:

The CONTRACTOR agrees to provide, at its own expense, one 33-gallon, 64 gallon, or 96-gallon totes to each single-family residence in the City for the purposes of garbage collection. The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that become worn or damaged through normal usage.

37.2 All GARBAGE and REFUSE as herein defined that is designated for collection and disposal hereunder must be placed in one of the following containers:

- 1) the provided totes
- 2) a water-tight metal or plastic reusable waste container no larger than thirty-three (33) gallons in capacity and no smaller than fifteen (15) gallons in capacity
- 3) a heavy duty bag no more than 33-gallons in capacity and less than 50 pounds in weight, which is securely fastened

37.3 Cans, containers, and/or heavy duty bags must be placed at the curb or roadway or in the alley (if designed by the CONTRACTOR).

- 37.4 All residences receiving the aforementioned services shall be required to prepare all materials for collection and/or disposal into proper "disposal units". The CONTRACTOR will be required to collect only properly prepared disposal units.
- 37.5 Residents will be allowed to place unlimited amounts of disposal units at the curb for collection and disposal provided that a disposal sticker has been attached to each unit above and beyond the disposal units covered in the monthly fee.
- 37.6 Properly prepared refuse shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians or snow plowing operations. The CONTRACTOR shall return all containers at each pick-up location to the curbside or adjacent to the right-of-way of paved or traveled City roadways. Containers will be placed, not thrown, and securely placed in such a manner that they are not left lying on their sides or in a manner that would allow roadway interference of vehicle and/or pedestrian traffic. Any contents spilled by CONTRACTOR on the parkways, premises, or streets are to be cleaned up in a workmanlike manner.
- 38. ACCEPTABLE/UNACCEPTABLE MATERIAL**
- 38.1 UNACCEPTABLE MATERIAL: Residents shall not set out for disposal and the CONTRACTOR shall refuse to accept for regular collection: hazardous waste materials, radioactive materials, poisons, liquid waste, paint or similar products, acids, used motor oils, or any other material that the CONTRACTOR is legally unable to accept.
- 38.2 ACCEPTABLE MATERIAL: All refuse normally produced by residential properties shall be accepted for regular collection including but not necessarily limited to: bulk items, household fixtures, appliances, furniture and yard-waste.
- 39. EXAMINATION OF SERVICE AREA**
- 39.1 It is the responsibility of the Contractor to be completely informed of all conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the collection services as specified herein, including, but not limited to, type of housing, population density, roads, traffic patterns, required collection procedure, labor requirements, and any other factor which would effect the execution and/or completion of the work covered by the contract.
- 40. ALTERNATIVES AND DEVIATIONS**
- 40.1 The specifications included in this package describe existing services which the City believes are necessary to meet performance requirements and shall be considered the minimum standards expected of the Contractor.
- 40.2 Other alternatives from the specifications in Section III may be indicated if the proposed alternatives are equal to or greater than what is required by these specifications. All alternatives shall be separately listed, and a justification for each shall be stated. The Contractor shall use Appendix 3, Schedule of Alternatives and Deviations, for listing other alternatives.
- 40.3 If the Contractor is unable to meet any of the specifications as outlined herein, it shall also separately list all requested deviations from the specifications, with justifications

attached for each deviation. The Contractor shall use Appendix 3, Schedule of Alternatives and Deviations, for listing proposed deviations.

- 40.4 If the Contractor does not indicate alternatives to or deviations from the specifications, the City shall assume it is able to fully comply with these specifications. The City, individually, shall be the sole and final judge of compliance with all specifications.
- 40.5 The City, individually, further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations. The City, individually, shall also be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service.

41 CHRISTMAS TREE COLLECTION

- 41.1 The CONTRACTOR will provide curbside collection service of live Christmas trees two (2) weeks during the 1st and 2nd full week in January each contract year. It will be the responsibility of the CONTRACTOR to either recycle or correctly dispose of live Christmas trees. There will be no cost to the City for this service. The CONTRACTOR and the City will work together to educate the public with respect to the condition of the trees before they will be collected. Christmas trees will be accepted provided they are free of all ornamentation, including tinsel, garland and lights. If disposable tree bags are used, a refuse sticker must be affixed to the plastic bag. Christmas trees placed at the curb during the two-week special collection period shall be recycled. Recycling shall consist of taking the Christmas trees to a compost site to be chipped, mulched or composted. The CONTRACTOR shall provide the name and location of the compost site in accordance with Appendix 5.

42. YARD-WASTE/BUNDLED BRUSH COLLECTION

- 42.1 Yard-waste collection programs
 - As a part of yard-waste collection, all eligible households located within the City's corporate boundaries shall be provided weekly yard-waste and bundled brush collection in an unlimited amount. All yard waste materials must be placed in "Kraft" paper bags designed and sold specifically for the collection and disposal of yard waste. All bundled brush must not exceed four (4) foot length, with each individual bundle not to exceed excess weight of fifty (50) pounds. Resident customers placing bundled brush out for collection will be required to bundle brush with biodegradable natural fiber twine (plastic or wire is prohibited). Bundled brush will be collected on regular refuse service days during the yearly period of time established, (April 1st through the last collection day in November).

43. RECYCLABLE MATERIAL PROGRAM

- 43.1 The CONTRACTOR agrees to provide, at its own expense, one 33-gallon, 64-gallon, or 96-gallon tote to each single-family residence in the City for the purposes of recycling collection. The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that become worn or damaged through normal usage.
- 43.2 The City's recyclable material program shall remain voluntary on the part of any person receiving residential scavenger service as covered under this contract. The Contractor

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shall, however, provide for the collection and disposal of all recyclable material placed for collection in accordance with the terms of this Contract. The Contractor shall provide for the collection and disposal of recyclable material at no additional cost to customers receiving residential scavenger service as covered under this contract. The cost of recycling collection and disposal services has been built into the rates and charges otherwise provided for in the Contract for collection of refuse and yard-waste.

- 43.3 All revenue collected from the sale of recyclable material shall be the property of the Contractor.
- 43.4 The Contractor shall have representatives available to participate in community-sponsored events promoting environmental awareness.
- 43.5 The method in which the recyclables are to be generally sorted for collection by the household shall be commingled within the recycling container(s).
- 43.6 The Contractor shall specify the manner in which the recyclables are to be collected and sorted by the Contractor at the curbside; i.e. curb-sort, sorting at an intermediate processing facility, and the like. The Contractor will be responsible for cleaning up any material that has spilled as a result of the collection process.
- 43.7 The Contractor shall allow for a tagging system for recyclables not collected and must provide a simple explanation as to why the recyclable material(s) were not picked up, including, but not limited to, the following: contaminants, improper preparation; materials not accepted in program: refuse and/or yard-waste mixed with recyclables; or some combination thereof. The Contractor shall submit an example of the tagging system to be used. Recyclable materials that were rejected shall be returned to the container and not left on the street or parkway areas.
- 43.8 The Contractor shall purchase and maintain a reasonable supply of recycling totes, for residential scavenger service to cover replacement for lost, damaged and stolen containers, and for customers desiring additional recycling capacity. The City, individually, reserves the right to approve the type of containers purchased by the Contractor.
- 43.9 The Contractor shall pick up all recyclable material placed in the recycling totes, the recycling containers supplied by the Contractor, or any other recycling containers used by the customer. If, for operational purposes, the Contractor has difficulty identifying recycling containers used for recycling purposes, the Contractor shall provide free of charge, a recycling sticker or other identification mechanism to be placed on the various recycling containers used for collection of recyclable material.
- 43.10 The Contractor shall provide the name and location of the processing facility, as well as the proposed buyer/market for recyclable materials as set forth in Appendix ~~6.5~~ 6.5. In the event that an alternative site is preferred by the City, the Contractor shall use the alternative site location provided that any changes in the costs for collection and

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processing created by the use of such site will be negotiated between the City and the Contractor prior to its use.

- 43.11 The City, reserves the right to accept or reject any or all suggested categories, which may be offered for collection in the residential recycling program. The City, also reserves the right to phase in at a later date, any material(s) which the Contractor has indicated an ability to collect but which the City has determined not to add to the collection program, or to phase in any material(s) that the Contractor may not presently offer but will be able to offer sometime during the term of the Contract. The basis for determining cost of adding materials at a later date will be based on evidence supplied by the Contractor specifically justifying additional cost due to collection, administration, profit, and processing (minus revenue) only.

43.11. ELECTRONIC WASTE MANAGEMENT

- 44.1 The CONTRACTOR shall allow for the collection of Electronic Waste as defined herein. Residents must contact the CONTRACTOR to schedule a date and time for collection. There shall be no cost associated with this service. All Electronic Waste shall be placed at the curb. Items that require more than one person to collect may require an additional fee as determined by the CONTRACTOR.

45. CURBSIDE COMPOSTING PROGRAM

- 45.1 The CONTRACTOR agrees to provide, at its own expense, one 33-gallon or one 64-gallon tote to each single-family or detached residence in the City that opt-in to the optional organics collection. The carts will remain the property of the CONTRACTOR and the CONTRACTOR will be responsible for replacement of carts that become worn or damaged through normal usage.
- 45.2 The City's curbside composting program shall remain voluntary on the part of any person receiving residential scavenger service as covered under this contract. The Contractor shall, however, provide for the collection and disposal of all organic material placed for collection in accordance with the terms of this Contract. The Contractor shall provide for the collection and disposal of organic material at an additional monthly cost to customers receiving residential scavenger service as covered under this contract.
- 45.3 The Contractor shall provide the name and location of the processing facility, as well as the proposed buyer/market for organic materials as set forth in Appendix 5. In the event that an alternative site is preferred by the City, the Contractor shall use the alternative site location provided that any changes in the costs for collection and processing created by the use of such site will be negotiated between the City and the Contractor prior to its use.
- 45.4 Yard waste may also be co-mingled in with the organic compost material.
- 45.5 The City, reserves the right to accept or reject any or all suggested categories, which may be offered for collection in the residential composting program. The City, also reserves the right to phase in at a later date, any organic material(s) which the Contractor has

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indicated an ability to collect but which the City has determined not to add to the collection program, or to phase in any material(s) that the Contractor may not presently offer but will be able to offer sometime during the term of the Contract.

46. AMNESTY DAY

- 46.1 The CONTRACTOR shall provide for a spring and fall curbside collection of additional refuse, yard-waste and bulk items as defined herein, on a date(s) that is mutually agreed upon between the CONTRACTOR and the CITY. In addition, the CONTRACTOR will collect WHITE GOODS and up to 4 automobile tires during the scheduled Amnesty Day. All rims must be removed from the tires prior to collection. There shall be no additional charge to the residents for the clean up and additional BULK ITEMS and WHITE GOODS that will be accepted during the designated clean-up week and stickers will not be required.

47. COLLECTION FROM MUNICIPAL FACILITIES

- 47.1 At no additional cost, the Contractor shall collect, transport, and dispose of all refuse, yard-waste and recyclables from all municipal-owned facilities as set forth in Exhibit B. The Contractor shall furnish, at no additional cost to the City, at each municipal building served, containers for refuse, yard-waste and recyclables as requested by the municipality's Designated Representative, with the size to be agreed upon. The City reserves the right to request such containers, in addition to, or increase the size of normal containers, on a permanent or temporary basis. If requested by the City, any and all containers furnished by the Contractor shall be equipped with non-removable hinged covers or lids. Collection and disposal services by the Contractor will be as often as necessary each week, as set forth in Exhibit B.

48. STICKER DESIGN AND DISTRIBUTION

- 48.1 The CITY, individually, have the sole authority to approve or disapprove the design and construction of the CONTRACTOR's stickers. Stickers must be of an approved color, which should be clearly visible at dawn or at dusk by drivers, and which said color should be changed periodically to prevent counterfeiting. The paper used shall be biodegradable and shall contain glue backing that will adhere in sub-zero temperatures as well as in extreme heat. The stickers shall contain the CONTRACTOR's name and telephone number, state the name of the municipality and be consecutively numbered for record keeping and balancing purposes. The CONTRACTOR will deliver stickers to retail outlets and the CITY upon request.
- 48.2 The CONTRACTOR shall be responsible for the printing, distribution, and sale of an ample and always available supply of waste stickers. The CONTRACTOR shall arrange for local retail outlets to aid in the sale of the stickers. The CITY also may act as a disposal sticker retailer for the CONTRACTOR.

49. [Section purposefully omitted]

50. BILLING PROCEDURES

- 50.1 The CONTRACTOR shall bill the City individually for all serviced UNITS within the

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respective municipality. The City shall provide the contractor with the number of occupied UNITS within the municipality on a monthly basis.

51. MONTHLY REPORTING

- 51.1 The Contractor shall prepare and submit to the City a monthly refuse, yard-waste, ~~and~~ recycling material, electronic material and organic materials report, due by the 25th of the following month. The report shall include the following information for all residential scavenger service in each municipality covered under this contract:
- 51.2 Refuse - Total weight in tons and total volume in compacted cubic yards of refuse land-filled each month; Number of white goods collected each month; Tipping fee charge per ton at the landfill site; Name and location of the landfill facility and/or transfer station used by the Contractor; and, Copy of all complaints filed by the City customers during the month.
- 51.3 Yard-waste - Total volume, in compacted cubic yards, of yard-waste collected; Tipping fee charge per compacted cubic yard at the compost facility; Name and location of the compost facility used by the Contractor; and, Copy of all complaints filed by the City customers during the month.
- 51.4 Recyclable Material - Weekly set-out rate; Monthly participation rate (total number of set-outs divided by the number of homes/dwelling units included in the collection service); Total weight, in pounds, of recyclable materials collected; Revenue received by the Contractor for the sale of recyclables; Tipping fee savings (total weight of recyclable materials collected in tons multiplied by the tipping fee charge per ton at the landfill site); Name and location of processing facility used by the Contractor; and, Copy of all complaints filed by the City customers during the month.
- 51.5 Electronic Waste – Total weight in pounds and total volume of materials collected. Number of goods collected every month. Name and location of processing facility used by the Contractor; and, Copy of all complaints filed by the City customers during the month.
- 51.6 Organics Material – Weekly set-out rate in months April-November and bi-weekly set out rate in months December-March; monthly participation rate (total number of set-outs divided by the number of homes/dwelling units included in the collection service); Total weight, in pounds, of organic materials collected; Name and location of the compost facility used by the Contractor; and Copy, of all complaints filed by the City customers during the month.

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52. CONSUMER EDUCATION

- 52.1 Upon request, the Contractor agrees to provide City residents with such educational materials as the City, individually, deems necessary. Educational materials may include notices to be left at resident's property as well as literature describing in detail the refuse, recycling and yard-waste collection program. There shall be no cost to the City or its residents for the printing and distribution of any consumer education materials.

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53. TITLE TO WASTES

- 53.1 All refuse, yard-waste, and curbside recyclables collected shall belong to the Contractor as soon as the same is placed in the Contractor's vehicle.

53. DISPOSAL

- 53.1 All refuse and yard-waste collected shall be removed from the City by the Contractor as soon as it has been collected; but in any event, not later than noon of the date following collection, and shall not be disposed of in violation of any state, federal or county laws or regulations.

54. RATES AND SPECIAL RATES

- 54.1 For any services required to be performed under this Contract, the charge shall not exceed the rates as fixed by the Contract and set forth in Appendix 1 attached hereto and made a part hereof. For items not otherwise provided for by the Contract document, and requiring special handling due to size, weight, type of material or method of placement, the charges are to be negotiated between the Contractor and the resident customer for collection and disposal into a landfill or processing facility.

55. SPECIAL & EMERGENCY COLLECTIONS

- 55.1 The Contractor shall offer special curbside collection service for large quantities of refuse including, but not limited to, construction and demolition debris, and move-in or move-out clean-up rubbish. Such services shall be an advance arrangement with the Contractor at the resident customer request. The collection cost for such services shall be based upon cubic yards and the resident customer shall make payment directly to the Contractor. The Contractor agrees to provide free dumpsters (sizes 1 yard through 30 yard as requested by the City) for refuse and recycling collection during the City's annual Hometown Days, 4th of July Parade and celebration in the park, and other City managed special events.. The City and the Contractor may mutually agree to emergency pick-up services for disasters including, but not limited to, flood, wind and snow. For items not otherwise provided for by this AGREEMENT, and requiring special handling due to size, weight, type of material or method of placement, the charges are to be negotiated between the CONTRACTOR and the resident customer for collection and disposal into a landfill or processing facility.

56. SCHEDULE AND TIME OF COLLECTIONS

- 56.1 The City shall be divided into collection areas and a regular weekday collection shall be assigned to each area. A map of the City, designating collection areas shall be made a part of this contract and attached hereto as Exhibit A. For the subscriber-based (opt-in) organic materials collection, collection will occur on the regular weekday collection day in the months April-November and every other regular weekday collection day in the months December-March.
- 56.2 The schedule shall not be changed without first obtaining consent from the City Administrator, and not without giving a minimum of thirty (30) days written notice to all parties affected by the change. The City may, at its discretion, waive the minimum time

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limits required. This waiver must be in writing and signed by the City designee. The Contractor will be required to publish an advertisement twice per week in two separate weekly issues of the local newspapers, no earlier than 60 days prior to the change, with the last advertisement to be no later than fifteen (15) days prior to the schedule change. Failure of the Contractor to maintain said collection schedule shall be considered a breach and default of the contract and grounds for immediate termination of the contract.

- 56.3 In no case shall collection commence prior to 6:00 a.m. or continue past 7:00 p.m. on any day during the term of the contract. The collection schedule shall not include Saturday or Sunday as a regular collection day for any area in the City.

57. HOLIDAYS

- 57.1 Collection normally falling on the following holidays may be rescheduled for the first working day following the legal holiday, or on Saturday, as necessary, for that week only:

New Year's Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Christmas Day

- 57.2 The Contractor agrees to inform the City and its residents of changes in normal collections due to holidays by notification through at least two local media outlets or establish a permanent holiday schedule or plan to be printed within the refuse literature.

58. SCHEDULE ADHERANCE

- 58.1 If, at any time during the term of this contract, the Contractor shall collect any section of the City on a day other than the scheduled day, the Contractor shall immediately notify the respective municipality that he is in violation of the contract. If a similar violation should occur more than once within the three week period following the week of the original violation, the City will notify the Contractor by certified mail and withhold any further payment that may be due under the contract until the Contractor has furnished evidence satisfactory to the City that the Contractor has taken necessary actions and precautions to prevent further violations. The City may determine that this second or subsequent collection violation as a breach of contract, and therefore the City reserves the right to terminate the contract. Delays that are occasioned by holidays, or by daily (any 24-hour period) precipitation of four (4) inches or more of rain, or eight (8) inches or more of snow, may not be considered as violations. The City Administrator shall be the judge of whether delays constitute a violation, or not.

59. PLACE OF PICK-UP

- 59.1 The Contractor is responsible for the public streets, or properly wavered private street curbside pick-up of all residential locations as well as designated locations as requested by the City.

60. REPLACEMENT DAMAGE

- 60.1 The Contractor is responsible for damages resulting from its careless handling of any receptacle. The Contractor at no extra charge to the user shall replace all containers,

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which suffer damage caused by the Contractor. If the original container was supplied by the CONTRACTOR, the containers so supplied shall remain the property of the CONTRACTOR. If the original container was supplied by the resident, then the replacement container shall be the property of the resident.

61. COLLECTION VEHICLES

- 61.1 All vehicles used for collection purposes, except those exempted by other provisions of these specifications, shall have fully enclosed bodies with self-contained mechanisms to load and compress the material collected. These vehicles must be modern, neat, rear, front, or side-loading packer-type motor trucks, have entry for refuse into the vehicle's collecting body. All vehicles shall be kept watertight to prevent leaking, shall be kept closed except during collections along collection route. All equipment used by the Contractor shall be painted with no rust showing on the cab, chassis or body. Vehicles must be kept in clean, sanitary and quiet operating condition. Vehicles must at all times be supplied with brooms and necessary items to provide for immediate clean up of any litter or mess, which may result from leaking, spilling or blowing during collection procedures. Vehicles shall be clearly labeled with the firm's name, address, and telephone number and have a vehicle identification number printed clearly on each and every vehicle. However, if the Contractor desires to use a vehicle of larger capacity, specific written approval of the specific vehicle shall be required from the City's Designated Representative, after an actual demonstration of the vehicle on the streets of the respective municipality. Overweight vehicles are the responsibility of the Contractor. Contractor is required to comply with weight requirements and safety requirements as established by Illinois Law or City Ordinances for vehicles, vehicle operators and specialty equipment.

62. EMPLOYEES

- 62.1 The Contractor shall undertake to perform all disposal services rendered in a neat, orderly and efficient manner; to use care and diligence in the performance of this contract; and to provide neat, orderly and courteous personnel on its crews. The Contractor shall agree to prohibit any drinking of alcoholic beverages or use of illegal drugs or drugs which impair the ability of the employee or agent to safely and adequately perform his or her (drivers and crew members) job while on duty or in the course of performing their duties under this contract. The Contractor shall also agree to ensure that each employee driving a vehicle shall at all times carry a valid operator's license for the type vehicle he/she is driving. The Contractor's employees will be attired, at all times, in a professional-type manner. These specifics will be agreed upon between representatives from the Contractor and the City Designated Representative.

63. ACCIDENT PREVENTION

- 63.1 Precaution shall be exercised at all times for the citizens, employees and property. The safety provisions of all applicable laws and building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent

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that such provisions are not in contravention of applicable law.

64. COMPLAINT PROCEDURE

- 64.1 All complaints received by the Contractor shall be given prompt and courteous attention. The City, individually and the Contractor will agree upon a formalized complaint form to be filled out by the Contractor each and every time a customer contacts the Contractor with a complaint. It will be the Contractor's responsibility to have the complaint forms, on NCR (no carbon required) paper, printed and available for use by the Contractor prior to the commencement of this Contract. The Contractor will supply the City with sufficient NCR forms for logging of complaints by City staff. Any complaint received by the City shall be immediately communicated to the contractor. The Contractor is required to supply the City with copies of all complaint forms within five (5) business days of a complaint being made, indicating thereon the resolution thereof.
- 64.2 The Contractor shall provide the City with name, phone number, and email address for an individual to serve as point person for purposes of City staff contact with the Contractor.

65. COMPLAINTS

- 65.1 Where any dispute arises between a resident/customer and the Contractor, as to the manner or placing of containers for collection or preparation of recyclable materials, or the nature of the Contract or the like, the Contractor agrees that in the specific instance collection will be immediately made even though in its opinion, the customer is in error; and that it will immediately report the same to the City's Designated Representative so that the City and the Contractor may resolve the dispute, if possible, before additional collection becomes necessary. The intent of this paragraph is to avoid disputes/disagreements between the customers and the Contractor's employees, and to permit disputes/disagreements to be handled by mutual discussion between the Contractor and the City. If a missed pick up is reported by the City or a customer to the Contractor, the Contractor shall collect the refuse, recyclable material or yard-waste from such customer within on (1) business day of notification. All complaints other than missed pickups shall be resolved to the satisfaction of the City within two (2) business days. As noted above, the Contractor shall supply to the City a NCR copy of the complaint form for each and every complaint and on which the nature of the complaint and the disposition is clearly noted. The Contractor shall cooperate with the City in minimizing complaints from customers. Continued unreasonable complaint levels, as determined by the City, or failure of the Contractor to carry out any of its contractual obligations such as, but not limited to, rude treatment, messy pickups, damage to persons or property and early start-up may be due cause for the City to terminate this Contract after notice and an opportunity to be heard.

66. CUSTOMER VIOLATIONS OF MUNICIPAL CODE

- 66.1 The Contractor shall have the right to notify any customer of noncompliance with the applicable Yorkville code provisions concerning the handling or disposal of solid waste as those same may apply to such customers. The Contractor shall report any continuance of any such noncompliance to the respective City.

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67. NEW CUSTOMERS

- 67.1 The Contractor agrees to provide service immediately to all new customers, even if the new customer neglected to first notify or request collection services. The City agrees to make every effort possible to alert the new customer to the collection procedure for refuse, recycling and yard-waste.

68. EXCLUSIVE GRANT/INTENT

- 68.1 The City agrees that in consideration of the faithful performance of the obligations herein undertaken by the Contractor, the City does, by execution of this Contract pursuant to City Code, give and grant to the respective Contractor, for the term of this Contract only, the sole and exclusive Class A License to collect and dispose of all residential solid wastes. The Contract shall include all residences (attached single-family and detached single-family as defined herein) and municipal facilities as required within the corporate boundaries of the City of Yorkville. This grant expressly includes the right and duty to service any land annexed to the City where new residences or municipal buildings have been constructed during the term of this Contract. Service will be provided on the same terms as set forth herein. The City shall communicate any changes to the corporate boundaries or service area resulting from annexations, zoning actions, site plan approvals, construction, etc., to the Contractor. It is the intent of this Contract to obtain, throughout its term, clean, courteous, well scheduled, and well-executed collection and disposal or processing of refuse, recycling and yard-waste from properties in the City of Yorkville. While the City recognizes that any collection service involves minor customer operating problems, the intent of this Contract is to ensure that any such operating problems are minimized to the extent possible and corrected as soon as possible.

69. QUALIFICATIONS/REFERENCES

- 69.1 The Contractor shall provide at least five (5) references of "like" public agencies with current contacts in accordance with Appendix 4 and shall indicate if appropriate, which municipality has implemented a volume-based program. Contractor shall complete the attached Appendix 6 listing its qualifications.

70. PROPOSAL SECURITY

- 70.1 Each proposal shall be accompanied by proposal security, which shall be in the form of a certified check or a bank cashier's check in the amount of five thousand dollars (\$5,000), made payable to the City of Yorkville. Proposals submitted without the required security shall be rejected. After formal written notification by the City that a contract award decision has been made, the proposal security of the successful Contractor shall be forfeited to the City in the event that the Contractor shall withdraw its proposal, or neglect or refuse to enter into a contract and required bond, and the Contractor shall be liable for any damages the City may thereby suffer.
- 70.2 Proposal securities shall be released as follows: (1) The successful Contractor's security shall be retained until the required performance bond (\$500,000.00) has been furnished; (2) Proposal securities of the proposing Contractors shall be held until the successful Contractor's performance bond has been furnished, at which time the checks will be

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promptly returned to the unsuccessful Contractors

71. TERM OF CONTRACT

- 71.1 The term of the Contract will be ~~four (4) years and nine (9) months~~ Five (5) years, and shall commence at 12:01 a.m. on August May 1, 2012 2017 and shall remain in full force and effect through termination at 11:59 p.m. on April 30, 2017 2022. Upon request, the City may exercise an option to extend the contract term for an additional ~~two one (21)~~ year period ending at 11:59 p.m. on April 30, 2019 2023. The Contractor may negotiate in good faith, on request of the City, for an extension to the contract, provided that the contract extension is approved by the City Council no later than one hundred twenty (120) days before the termination of the existing contract.

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72. STICKER REFUND

- 72.1 At the end of the Contract term, should the City select a different scavenger service, the Contractor agrees to refund to all customers, retailers and the City, the full purchase price of all refuse/yard-waste stickers returned to the Contractor within one hundred twenty (120) days after the end of such term.

73. PERFORMANCE BOND

- 73.1 The Contractor shall provide a performance bond issued by a surety in an amount of \$500,000 to the City.

74. EMERGENCIES

- 74.1 The Contractor agrees that should any emergency arise by reason of storm, tornadoes, or other act of God which require additional hauling equipment by the City, the Contractor's equipment shall be placed at the disposal of the City upon request for such temporary use, provided that upon such use the City shall pay the operating cost of such equipment and labor as it is used. The City reserves the right to direct which disposal sites are to be used during an emergency.

75. LOCAL IMPROVEMENTS

- 75.1 The City of Yorkville reserves the right to construct any improvement or to permit any construction in any street, which may have the effect for a time of preventing the Contractor from traveling his accustomed route or routes for collection. The Contractor shall, however, by an acceptable method, continue to collect the refuse, yard-waste and recyclables to the same extent as though no interference existed upon the streets formerly traveled. This shall be done without extra cost to the City of Yorkville.

76. TAXES, LICENSES & PERMITS

- 76.1 The Contractor shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the City or the Contractor in connection with the Contractor's facilities and the work included in this Contract, and shall obtain and pay for all licenses, permits, certificates of authority, and inspections required for the work. The Contractor shall furnish to the City satisfactory evidence that it has all permits, licenses, and certificates of authority required to operate for the term of this contract.

77. DEFAULT

77.1 If the Contractor fails to observe the established schedule for more than two (2) consecutive working days, and in the opinion of the City's Designated Representative, there has not been sufficient cause to justify such lack of observance, the City, respectively, shall serve notice, either personally or by affixing such notice to the local premises of the Contractor, that this contract shall be in default if the Contractor does not take action to re-establish the schedule within twenty-four (24) hours of said notice. If at the end of the twenty-four (24) hour period, the Contractor has not made the necessary corrections, the City shall take such steps as are necessary, to provide services according to the collection schedule submitted by the Contractor. The Contractor will be liable for any costs of such steps from the date of the notice of default. If deemed necessary by the City's Designated Representative, the City shall have the right to take over all equipment and facilities of the Contractor for a period of up to one-hundred-twenty (120) days from the date of notice of default.

78. STRIKES/FORCE MAJEURE

78.1 The Contractor shall be required to file proof with the City Administrator, or their designee that it has a "no strike" provision for the duration of all collective bargaining agreements with its workers. Upon execution of any new agreement, the Contractor shall forward to the City Administrator within thirty (30) days thereafter, proof that said agreement also contains a "no strike" clause.

78.2 In the event that the Contractor shall fail to collect, remove and properly dispose of the waste in accordance with the terms of this contract, for a period of five (5) business days or more, the City, may, at its option, cause such waste to be collected and disposed of by any reasonable means available to the City, and the cost thereof may be charged against the Contractor and the performance bond furnished by the Contractor. The foregoing option shall not be available to the City, if the Contractor's failure so to collect and remove waste for the period was due to unusual weather conditions, or some other "act of God," which rendered such collection and removal impossible to perform. The Contractor shall not be liable for the failure to perform its duties if such failure was caused by a catastrophe, riot, war, government order or regulation, fire, accident or any similar contingency beyond the reasonable control of the Contractor. "Act of God" does not include any strike, sympathy strike, slowdown, sit-down, stoppage of work, refusal to perform overtime, mass absenteeism, refusal to cross a picket line or any other similar concerted action or intentional interruption or disruption of the operations of the Contractor by Contractor's own employees (the foregoing collectively referred to as "labor dispute"), provided, however, that in the event that the City exercises its option under this Article to collect and dispose of waste by other reasonable means because of the Contractor's failure to perform due to a labor dispute, the total amount charged against the Contractor by the City can only be an amount which is in excess of the total amount that the City would have otherwise paid to the Contractor for collection over the duration of the labor dispute. The CONTRACTOR shall promptly notify the City in writing of any event covered by this Section and the date, nature and cause thereof. Such notice shall indicate the anticipated extent of such delay and the obligations under this Agreement to be affected thereby.

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IV. PROPOSAL/CONTRACT FORM

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY OF YORKVILLE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award

PROPOSER:

_____ Company Name	_____ Date:
_____ Street Address of Company	_____ Email Address
_____ City, State, Zip	_____ Contact Name (Print)
_____ Business Phone	_____ 24-Hour Telephone
_____ Fax	_____ Signature of Officer, Partner or Sole Proprietor
_____ ATTEST: If a Corporation	_____ Print Name & Title
_____ Signature of Corporation Secretary	

CITY OF YORKVILLE

_____ Authorized Signature	ATTEST:
_____ Title	_____ Signature of City Clerk
_____ Date	_____ Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within **90** calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S. all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

PHONE: _____

FAX: _____

TAX ID #(TIN): _____

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

- | | | |
|--------------------------------------|--------------------------------------|--------------------|
| •Individual | •Sole Proprietor | •Government Agency |
| •LLP (Limited Liability Partnership) | •LLC (Limited Liability Corporation) | •Medical |
| •Partnership | •Charitable/Nonprofit | •Incorporated |
| •Other (Please describe) _____ | | |

SIGNATURE: _____

DATE: _____

United City of Yorkville

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to _____, proposer _____ hereby certifies
(Name of Project) (Name of Proposer)
the following:

1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS §12-105(A)(4);
3. Proposer certifies that not less than the prevailing rate of wages as determined by the City of Yorkville, Kendall County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the respective municipality. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be sent to the City on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the City or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Proposer certifies that proposer and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the proposer, contractor and subcontractor. The City shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
4. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
5. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of

United City of Yorkville

PROPOSER'S CERTIFICATION (page 2 of 3)

Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: _____
Proposer's Authorized Agent

			-						
--	--	--	---	--	--	--	--	--	--

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this _____ day of _____, 20__.

Notary Public)

(Fill Out Applicable Paragraph Below)

(a) **Corporation**

The Proposer is a corporation organized and existing under the laws of the State of _____, which operates under the Legal name of _____, and the full names of its Officers are as follows:

President: _____

Secretary: _____

Treasurer: _____

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) **Partnership**

Signatures and Addresses of All Members of Partnership:

United City of Yorkville

PROPOSER'S CERTIFICATION (page 3 of 3)

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of
_____.

(c) **Sole Proprietor**

The Supplier is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of
_____.

5. Are you willing to comply with the City's preceding insurance requirements within 13 days of the award of the contract?

Insurer's Name _____

Agent _____

Street Address _____

City, State, Zip Code _____

Telephone Number _____

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: _____

Print Name and Title of Authorizing Signature: _____

Signature: _____

Date: _____

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APPENDIX 1
GENERAL PRICE QUOTATION SHEET

See attached spreadsheet

**APPENDIX 2
REQUIRED RECYCLABLES TO BE COLLECTED**

The City requires that the Contractor shall collect the following recyclable material for the entire term of the contract. Additionally, the Contractor is encouraged to identify additional items they will be collecting, not on the current list.

Required Recyclable Materials

- brown paper bags
- corrugated cardboard
- boxes and cartons
- chipboard/paperboard (to include brown or gray box board or paperboard, cereal boxes, shoe boxes, & paper towel cores)
- magazines and catalogues
- mixed paper, glossy & non-glossy (to include stationary, notebook paper, post-it notes, computer paper, typing paper, flyers, greeting cards, file folders and all envelopes, with and without windows)
- newspaper (including all supplements)
- telephone books
- wet strength carrier stock (to include paper board used for refrigerated and frozen items)
- frozen food packages
- aerosol cans
- aluminum cans and foil
- formed aluminum containers and wraps
- aseptic packaging and gable top containers
- formed steel containers
- glass bottles and jars (brown, green, and clear)
- plastic containers (colored or cloudy white HDPE milk, juice and/or water bottles, jars and jugs)
- all plastic containers #1 through #5 and plastic containers #7
- LDPE and HDPE soft plastic six (6) and twelve (12) pack rings
- steel cans
- steel paint cans and lids
- household batteries

Other Recyclable Materials Proposed by Contractor

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

APPENDIX 3
SCHEDULE OF ALTERNATIVES AND DEVIATIONS

Please list any proposed alternative or deviation to the minimum standards outlined in the specifications section of this document. (Please attach additional sheets if necessary.)

Section	Paragraph	Explanation of Alternative/Deviation

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APPENDIX 4
SCHEDULE OF ILLINOIS MUNICIPALITIES SERVED

Please list municipal references. (Please attach additional sheets if necessary)

Municipality	Contact Name & Telephone Number	Service Dates	Explanation of Collection and Disposal Program

APPENDIX 5
LOCATION OF DISPOSAL FACILITIES

Comment [ew1]: Add new table for organics?

Please provide below information concerning the facilities, which are intended to be used for the disposal of refuse, yard waste, [organics](#) and recyclable materials collected at the curbside.
(Please attach additional sheets if necessary.)

REFUSE

Name of Facility	Facility Address	Disposal Limitations

RECYCLING

Name of Facility	Facility Address	Disposal Limitations

YARD WASTE

Name of Facility	Facility Address	Disposal Limitations

ELECTRONIC WASTE

<u>Name of Facility</u>	<u>Facility Address</u>	<u>Disposal Limitations</u>

ORGANIC MATERIAL

<u>Name of Facility</u>	<u>Facility Address</u>	<u>Disposal Limitations</u>

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APPENDIX 6

CONTRACTOR QUALIFICATIONS

Name of Business: _____

Business Address: Mailing Address: _____

Business Number: _____

Emergency Number: _____

Fax Number: _____

Ownership: Individual Partnership Corporation

Franchise or Parent Company (if applicable): _____

List all Partners, Managers, and Corporate Officers:

Name	Title	Residence	Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Days of Operation: _____

Business Hours: _____

Number of Employees:

Supervisors: _____

Drivers: _____

Office Personnel: _____

Signature: _____ Date: _____

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EXHIBIT A
SOLID WASTE COLLECTION DAY MAP

See attached

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EXHIBIT B
SERVICES FOR MUNICIPAL AND PUBLIC FACILITIES

Location	Service Type	Size	Frequency
<u>Yorkville Library</u> 902 Game Farm Road	Refuse Recycling	1-1.5 yd 1-1.5 yd	1x/wk 1x/wk
<u>Yorkville City Hall and Police Department</u> 800 Game Farm Road	Refuse Recycling Recycling (paper)	1-6 yd 1-2 yd cardboard 6-96 gallon toters	2x/wk 1x/wk 1x/wk
<u>Yorkville Public Works</u> 610 Tower Lane	Recycling Refuse	1-2 yd cardboard 1-20 yd open	1x/wk 1x/wk
<u>Yorkville Administration and Recreation Center Building</u> 201 W. Hydraulic Avenue	Refuse Recycling Recycling	1-20 yd open 1-96 gallon toter 1-1 yd cardboard	1x/wk 1x/wk 1x/wk
<u>Yorkville Parks Maintenance Building</u> 185 Wolf Street	Refuse Recycling	1-2 yd 1-96 toter	1x/wk 1x/wk
<u>Yorkville Beecher Center</u> 908 Game Farm Road	Refuse Recycle	1-4yd refuse 1-2yd recycle	1x/wk 1x/wk
<u>All City Rentals When Required</u>	Refuse	96 gal.toters, 33 gal. toters, 18 gal. toters 30 yd open dumpster	

(Exhibit B continued)

The location of the facilities, the number of facilities, their bin/tote size, and pickup schedule are subject to change throughout the lift of the contract. The Contractor shall provide, at no cost to the City, the collection and disposal of all refuse, recycling, and yard waste, or more often if requested by the City. A comprehensive recycling program shall also be provided at no cost for the municipal facilities listed above (new or additional facilities may be added at any time during the Contract term). The Contractor shall be responsible for supplying all service equipment associated with totes and containers/dumpsters to said facilities as set forth in the Contract.



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

OB #2

Tracking Number

PW 2016-21

Agenda Item Summary Memo

Title: Leopardo Energy

Meeting and Date: Public Works Committee – September 20, 2016

Synopsis: Status update on Leopardo Energy Proposal

Council Action Previously Taken:

Date of Action: N/A Action Taken: _____

Item Number: _____

Type of Vote Required: N/A

Council Action Requested: Informational Item

Submitted by: Nicole Kathman Administration
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Nicole Kathman, Administrative Intern
CC: Eric Dhuse, Public Works Director
Date: September 15, 2016
Subject: Leopardo Energy Assessment Update

Summary

Status update for energy assessment being completed by Leopardo Energy.

Background

As you may recall, an energy assessment is being completed by Leopardo Energy. Mid-July, staff sent in the information requested by them. On Monday, September 12, Leopardo Energy came out to Yorkville and toured each of the City buildings as a part of the assessment process. Additionally, one of their engineers requested electric bills for streetlights and traffic signals and is planning on collecting those on Thursday, September 15 from the City. At this time, they anticipate delivering the study by the end of September.

Recommendation

This is an informational item.