



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, July 18, 2017
6:00 p.m.
City Hall Conference Room
800 Game Farm Road, Yorkville, IL

Citizen Comments:

Minutes for Correction/Approval: June 20, 2017

New Business:

1. PW 2017-52 Capital Improvement Project Update
2. PW 2017-53 Quarterly Bond/LOC Reduction Summary
3. PW 2017-54 NPDES Annual Report
4. PW 2017-55 Windett Ridge Bond Call
5. PW 2017-56 Water Meter Price Increase
6. PW 2017-57 Downtown Fencing and Sidewalk

Old Business:

Additional Business:

2017/2018 City Council Goals – Public Works Committee		
Goal	Priority	Staff
“Municipal Building Needs and Planning”	5	Bart Olson & Eric Dhuse
“Vehicle Replacement”	6	Bart Olson & Eric Dhuse
“Water Planning”	8	Eric Dhuse & Brad Sanderson
“Capital Improvement Plan”	11	Bart Olson & Eric Dhuse
“Water Conservation Plan”	15	Eric Dhuse & Brad Sanderson

UNITED CITY OF YORKVILLE
WORKSHEET
PUBLIC WORKS COMMITTEE
Tuesday, July 18, 2017
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. June 20, 2017

- Approved _____
- As presented
- With corrections

NEW BUSINESS:

1. PW 2017-52 Capital Improvement Project Update

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

2. PW 2017-53 Quarterly Bond/LOC Reduction Summary

Moved forward to CC _____ consent agenda? Y N

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

3. PW 2017-54 NPDES Annual Report

Moved forward to CC _____ consent agenda? Y N

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

4. PW 2017-55 Windett Ridge Bond Call

Moved forward to CC _____ consent agenda? Y N

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

5. PW 2017-56 Water Meter Price Increase

Moved forward to CC _____ consent agenda? Y N

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

6. PW 2017-57 Downtown Fencing and Sidewalk

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 – June 20, 2017

Meeting and Date: Public Works Committee – July 18, 2017

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:

**UNITED CITY OF YORKVILLE
PUBLIC WORKS COMMITTEE
Tuesday, June 20, 2017, 6:00pm
Yorkville City Hall, Conference Room
800 Game Farm Road**

IN ATTENDANCE:

Committee Members

Chairman Joel Frieders

Alderman Seaver Tarulis

Alderman Jackie Milschewski

Alderman Ken Koch

Other City Officials

Interim Assistant City Administrator Erin Willrett

Public Works Director Eric Dhuse

Engineer Brad Sanderson, EEI

Other Guests: None

The meeting was called to order at 6:00pm by Chairman Joel Frieders

Citizen Comments: None

Previous Meeting Minutes: May 16, 2017

The minutes were approved as presented on a unanimous voice vote.

New Business:

1. PW 2017-43 Fox Hill and Sunflower Estates SSA Management RFP Results

Mr. Dhuse reported the bid opening was held with bid ranges of \$5,400 to \$30,000 and Baum Property Management was the low bidder. Alderman Frieders said the company is well-known in Aurora. This item moves to the June 27th consent agenda.

2. PW 2017-44 Go-For-It Sports – Grant of Easement

As part of this agreement, a minor easement will be granted to the City for watermain. It connects to an existing easement for watermain and sanitary sewer. Mr. Sanderson recommended acceptance of the agreement and it moves to the consent agenda.

3. PW 2017-45 Raintree Village Units 4, 5 and 6 (Basin Maintenance)

Mr. Sanderson gave background on this item. Some time ago the City received funds to complete public improvements in Raintree, including pond maintenance. No work was done last year and a bid

of \$41,650 was received from Encap to maintain what had been done. It was recommended to accept the bid which is in the budget. The work will eventually be turned over to an HOA. This moves to consent agenda also.

4. PW 2017-46 Blackberry Woods – Completion of Improvements

A couple years ago funds were obtained from the developer to complete punchlist items including two ponds and a park. There is \$30,000 remaining from the funds. Mr. Sanderson said work is needed on the pond so a quote of \$31,875.10 was received from Encap. Though it's slightly above budget, Mr. Sanderson recommended the work be done for a 3-year period. The ponds will then be turned over to a future HOA. The Parks Department will complete tree work as needed and eventually this will be transferred to the HOA also. This item will move to the consent agenda.

5. PW 2017-47 Pavillion Road Streambank Stabilization – Engineering Agreement

Mr. Dhuse said the cost of the agreement with EEI is \$34,173. Stabilization work is needed on Pavillion Rd. by Fox Rd. since the creek is eroding the bank near the roadway. Mr. Sanderson said the design would begin soon and a permit will be needed from the Army Corps of Engineers. Bids will be taken in 2018. Since the land is privately owned, easement acquisition may be needed. The cost for the work will be approximately \$100,000 not including paving and engineering. This moves to the regular agenda.

6. PW 2017-48 Kennedy Road Shared Use Path (ITEP) BNSF License Agreement

This agreement and a \$3,700 fee is required by the railroad along with insurance requirements that must be met. Clarification was requested on the insurance cost thought to be \$575 for 25 years and whether the City already has insurance for this. This moves to the regular agenda.

7. PW 2017-49 Selection of Committee Liaisons

It was decided that Aldermen Koch and Frieders will share the Park Board liaison duties. Ms. Willrett will request the Sanitary District to forward agendas prior to their meetings and this liaison will be selected in August.

8. PW 2017-50 Meeting Dates

The committee was unanimously in favor of keeping the current meeting dates and time as scheduled.

Old Business:

1. PW 2017-38 Road to Better Roads Program – Additional Work

This was brought back after a previous discussion and includes a contract with D Construction for about \$608,000 for additional work. There was a savings of about \$482,000 from other projects. Mr. Sanderson listed the extra projects under consideration. Alderman Koch said Greenbriar is not in the 5-year plan, but will need improvement before then. He said it's a major road in/out of the subdivision and suggested a traffic count be done. He added that the middle school entrance will also need work soon. Mr. Dhuse will contact the company who did the road analysis five years ago, for a possible update to the list. This will move to the regular Council agenda and a summary of this topic will be in the next utility bill.

2. PW 2017-51 Other Business Follow-Up from May Public Works Meeting

Ms. Willrett included a memo with several updates from the May meeting. There was also discussion of a 4-way stop sign at Van Emmon and Heustis, however, Mr. Dhuse noted the area residents do not

want it due to difficulty in the winter on the steep hill. Alderman Milschewski said the problem would be solved if the corner lot was cleaned up. Ms. Willrett said the property in question will be discussed at the July meeting. The stop sign suggestion will be reviewed again at the August meeting.

Ms. Milschewski said an Orange St. resident complained about a neighbor's retaining wall and said water now flows through the resident's yard. Staff will contact the resident. Alderman Milschewski also said there is foul-smelling, standing water near the old grain elevator.

Alderman Tarulis asked again to have street lights fixed. The work should be done by June 30. Chairman Frieders also said the light at 462 Twinleaf is out.

Mr. Sanderson said the east alley will be repaved.

A bannister will be installed near the riverfront.

Additional Business:

Alderman Tarulis reiterated his request for street lights to be fixed. He also said sinkholes by the Post Office need to be fixed.

The path has been repaired by Stevens.

A pre-construction meeting was held regarding the shared use path and a meeting with D Construction will be held around July 10th. Kennedy Road is to be repaved by the end of the week.

There was no further business and the meeting was adjourned at 7:00pm.

Minutes respectfully transcribed by
Marlys Young, Minute Taker



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"/>

Agenda Item Number

New Business #1

Tracking Number

PW 2017-52

Agenda Item Summary Memo

Title: Capital Project Update

Meeting and Date: Public Works Committee – July 18, 2017

Synopsis: Status Update

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required:

Council Action Requested: None

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



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: July 3, 2017
Subject: Capital Improvement Projects Update

The purpose of this memo is to update the Public Works Committee as to the status of the several projects. A brief summary on the status of the projects is provided below:

Construction Projects

Countryside Street and Water main Improvements

- The project is substantially complete.

Wrigley EDP

- The project is substantially complete.

2017 RTBR

- Concrete removals and replacements have begun. Milling and paving operations are expected to begin soon. The contract completion date is September 29th.

Center Parkway and Countryside Parkway Resurfacing

- Concrete removals and replacements have begun. Milling and paving operations are expected to begin soon. The contract completion date is September 29th.

Kennedy Road Resurfacing

- Pavement patching is complete. Paving operations are scheduled to begin soon.

Kennedy Shared Use Path – ITEP

- Work is scheduled to begin on July 10th, pending an approval of the State Budget.

West Washington Street Water Main Improvements

- Water main replacement is complete. Restoration remains to be completed.

2017 Sanitary Sewer Lining

- Work has not yet initiated. The contract completion date is November 30th.

Sunflower/Greenbrier Pond Naturalization

- We are entering the third and final year of a three-year maintenance contract with Encap.

Planning/Design Projects

Rt 71 Water main and Sanitary Sewer Relocation

- Final plan revisions should be completed soon.

Well No. 7 Rehabilitation

- Design engineering is underway. Construction is scheduled to begin October 1st.

Pavillion Road Streambank Stabilization

- Design engineering is underway.



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

New Business #2

Tracking Number

PW 2017-53

Agenda Item Summary Memo

Title: Bond/LOC Reduction Summary – June 30, 2017

Meeting and Date: Public Works Committee – July 18, 2017

Synopsis: Informational

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: Informational

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



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: July 3, 2017
Subject: 2017 Bond/LOC Reduction Summary – To Date

Please see the attached reduction summary through June 30, 2017. If you have any questions, please let me know.



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"/>

Agenda Item Number

New Business #3

Tracking Number

PW 2017-54

Agenda Item Summary Memo

Title: NPDES Annual Report

Meeting and Date: Public Works Committee – July 18, 2017

Synopsis: Informational Purposes

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required:

Council Action Requested: None

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



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: June 30, 2017
Subject: NPDES MS4 Stormwater Permit

The City adopted its latest Stormwater Management Plan in April 2017 which was required by the IEPA in order for the City to be compliance with the NPDES MS4 Permit. One of the requirements of the permit is to submit an annual report to the IEPA. The report is to detail the City's progress towards its goals that it outlined in its plan.

The report, which covers the period from March 2016 to March 2017, is provided for informational purposes and will be submitted to the IEPA by the end of the July.

If you have any questions or require additional information, please let us know.



Illinois Environmental Protection Agency

Bureau of Water • 1021 N. Grand Avenue E. • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Division of Water Pollution Control ANNUAL FACILITY INSPECTION REPORT

for NPDES Permit for Storm Water Discharges from Separate Storm Sewer Systems (MS4)

This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Compliance Assurance Section at the above address. Complete each section of this report.

Report Period: From March, 2016 To March, 2017

Permit No. ILR40 0554

MS4 OPERATOR INFORMATION: (As it appears on the current permit)

Name: United City of Yorkville Mailing Address 1: 800 Game Farm Road
Mailing Address 2: _____ County: Kendall
City: Yorkville State: IL Zip: 60560 Telephone: (630) 553-4350
Contact Person: Bart Olson, City Administrator Email Address: bolson@yorkville.il.us
(Person responsible for Annual Report)

Name(s) of governmental entity(ies) in which MS4 is located: (As it appears on the current permit)

United City of Yorkville

THE FOLLOWING ITEMS MUST BE ADDRESSED.

A. Changes to best management practices (check appropriate BMP change(s) and attach information regarding change(s) to BMP and measurable goals.)

- | | | | |
|--|--------------------------|---|--------------------------|
| 1. Public Education and Outreach | <input type="checkbox"/> | 4. Construction Site Runoff Control | <input type="checkbox"/> |
| 2. Public Participation/Involvement | <input type="checkbox"/> | 5. Post-Construction Runoff Control | <input type="checkbox"/> |
| 3. Illicit Discharge Detection & Elimination | <input type="checkbox"/> | 6. Pollution Prevention/Good Housekeeping | <input type="checkbox"/> |

B. Attach the status of compliance with permit conditions, an assessment of the appropriateness of your identified best management practices and progress towards achieving the statutory goal of reducing the discharge of pollutants to the MEP, and your identified measurable goals for each of the minimum control measures.

C. Attach results of information collected and analyzed, including monitoring data, if any during the reporting period.

D. Attach a summary of the storm water activities you plan to undertake during the next reporting cycle (including an implementation schedule.)

E. Attach notice that you are relying on another government entity to satisfy some of your permit obligations (if applicable).

F. Attach a list of construction projects that your entity has paid for during the reporting period.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Owner Signature:

Bart Olson

Printed Name:

Date:

City Administrator

Title:

EMAIL COMPLETED FORM TO: epa.ms4annualinsp@illinois.gov

or Mail to: ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
WATER POLLUTION CONTROL
COMPLIANCE ASSURANCE SECTION #19
1021 NORTH GRAND AVENUE EAST
POST OFFICE BOX 19276
SPRINGFIELD, ILLINOIS 62794-9276

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42) and may also prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

**ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
ANNUAL FACILITY INSPECTION REPORT
NPDES PERMIT FOR STORM WATER DISCHARGES
FROM MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4)**

UNITED CITY OF YORKVILLE, IL: MARCH 2016 TO MARCH 2017

THE FOLLOWING ITEMS MUST BE ADDRESSED.

A. CHANGES TO BEST MANAGEMENT PRACTICES (BMP CHANGES).

The City modified and revised their Best Management Practices program and Stormwater Management Program Plan (SMPP) over the past year to address the required updates contained in the new Permit issued in 2016. In addition, the City investigates opportunities to enhance their program each year as budget and staff considerations allow.

Public Participation and Involvement

The City will be holding a Public Meeting each permit year to allow public comment on their stormwater management program. In addition, the City will investigate Environmental Justice Areas within the City limits.

Pollution Prevention and Good Housekeeping

The City will begin to track BMPs implemented on developments within the City and estimate the resultant pollutant load reduction. This City is in the process of setting up tracking implements to keep this inventory of BMP practices. The City will seek opportunities to address chloride issues with de-icing operations and participate if a watershed group is organized to implement control measures.

B. STATUS OF COMPLIANCE WITH PERMIT CONDITIONS AND ASSESSMENT OF THE APPROPRIATENESS OF THE IDENTIFIED BEST MANAGEMENT PRACTICES TOWARDS ACHIEVING THE STATUTORY GOAL OF REDUCING THE DISCHARGE OF POLLUTANTS TO THE MEP, AND THE IDENTIFIED MEASURABLE GOALS FOR EACH OF THE MINIMUM CONTROL MEASURES.

The City has endeavored to meet the requirements of the permit conditions as outlined in the SMPP and in consideration of current staffing and budget constraints. The status of the permit activities for the reporting period is as follows.

Public Education and Outreach

The City maintains an information center at City Hall that includes informational items regarding stormwater related issues. The City staff is reviewing and inventorying current available materials in their information center at City Hall to compare with requirements and the topic list in the new Permit. This will be an ongoing effort to keep educational materials current and relevant to resident and stormwater pollution prevention needs.

The City is in compliance with minimum control measures by providing public education and outreach materials at the City Hall and on its website.

Public Participation and Involvement

The City maintains documentation on the number and type of calls received from the public regarding potential illicit discharges. The City received two drainage complaint calls and two illicit discharge

complaints during this reporting period. The City supports recycling and includes a recycling program and regular collection with their solid waste and recycling collection provider. The City also maintains a call-in free of charge electronics recycling program through their solid waste and recycling collection provider.

This year the City updated their Stormwater Management Plan, in part to comply with new requirements in the 2016 MS4 Permit. The City held a Public Meeting to solicit input from the public on the stormwater plan and program on February 28, 2017.

The above activities demonstrate the City's compliance with minimum control measures for Public Participation and Involvement.

Construction Site Runoff Control

The City tracks site development permits issued and requires compliance with Construction Runoff Controls in their ordinances where required. The City documents citizen complaints, if any, regarding construction site runoff and implements and documents follow up procedures. There were no citizen complaints regarding erosion control during the reporting period. However, the City inspects construction sites for erosion and sediment control as required by the NPDES Permit and the City's Erosion and Sediment Control provisions in their Stormwater Ordinance and takes enforcement action as necessary.

The above activities demonstrate the City's compliance with minimum control measures for Construction Site Runoff Control.

Post Construction Site Runoff Control

The City developed a database of basins and provides support and assistance for citizens regarding post construction runoff control on an as requested basis. However, no post construction runoff basin related complaints from citizens were received. The City maintains a database of Home Owners Associations (HOA) and encourages HOAs to inspect and maintain their stormwater management basins and makes information available and provides assistance on an as needed basis when requested by HOAs. The City requires new developments to enter into maintenance agreements for stormwater facilities. All new developments requiring stormwater basins during the reporting period were required to submit a maintenance plan for approval by the City.

The City is in compliance with minimum control measures for Post Construction Runoff Control because their ordinances address post construction requirements and City staff responds to citizen complaints and HOA requests for information and assistance.

Illicit Discharge Detection and Elimination

The City maintains and updates as necessary their stormwater Outfall Inventory. In addition, the City tracks the number and types of Illicit Discharges and the steps taken to eliminate the discharge as potential discharges are brought to their attention. There were two potential illicit discharges reported during the reporting period and one citation issued for discharge of waste oil into the storm sewer system. The City staff will take action if problems with the outfalls or illicit discharges are reported to the City.

The City is in compliance with the minimum control measures for Illicit Discharge Detection and Elimination because they have ordinances and procedures in place to address and correct illicit discharge when they are discovered. The City takes action as necessary in accordance with these ordinances when illicit discharges or problems with stormwater outfalls are reported.

Pollution Prevention and Good Housekeeping

The City provided services and maintained records for the following good housekeeping activities: number of curb miles swept, amount of leaves collected, amount of road salt used, number of catch basins cleaned, and the amount of herbicides and pesticides used, and training provided for employees. Due to budget constraints, no formal NPDES training was provided to employees; however, employees are kept informed on best management practices through implementation of the SMPP. In addition, the City began tracking BMP implementation and resultant pollutant load reduction and will keep and regularly update the BMP inventory.

These activities place the City in compliance with the minimum control measures for Pollution Prevention and Good Housekeeping.

C. RESULTS OF INFORMATION AND DATA COLLECTED AND ANALYZED.

The following data was collected or information analyzed for the above permit cycle and is attached to this report.

Public Education and Outreach

No data was collected or information analyzed in this area during the reporting period.

Public Participation and Involvement

No data was collected or information analyzed in this area during the reporting period.

Construction Site Runoff Control

No data was collected or information analyzed in this area during the reporting period.

Post Construction Site Runoff Control

No data was collected or information analyzed in this area during the reporting period.

Illicit Discharge Detection and Elimination

No data was collected or information analyzed in this area during the reporting period.

Pollution Prevention and Good Housekeeping

- The City swept 320 curb miles in the reporting period.
- The City collected 700 cubic yards of leaves chopped to an 8:1 ratio during their fall collection.
- The City used 1500 tons of road salt and 15,000 gallons of 23% slat brine for ice control during the winter.
- The City cleaned 145 catch basins and checked restrictors and cleaned storm drain covers after each significant rainfall event during the reporting period.
- The City applied 75 gallons of herbicides and pesticides and contracted to have insecticide caches placed in all catch basins for mosquito control during the reporting period.

D. SUMMARY OF STORM WATER ACTIVITIES PLANNED FOR THE NEXT REPORTING CYCLE.

In addition to continuing City programs, the City will be continuing to implement the BMP changes to meet the requirements contained in the 2016 Permit and is continually evaluating their program to enhance the community's pollution prevention efforts.

The City is proposing to follow the plan of activities as described in their approved SMPP for the upcoming year. These activities would include the following.

Public Education and Outreach

The City will continue to maintain an information center at City Hall that contains stormwater and recycling related information for City residents.

Public Participation and Involvement

The City will continue to maintain documentation regarding the number and type of calls received from the public regarding potential illicit discharges. The City will hold a Public Meeting to received public input on their stormwater management program.

Construction Site Runoff Control

The City will continue to track the number of site development permits issued. The City will continue to document and follow up on citizen complaints regarding construction site runoff. The City will continue to inspect active construction sites in accordance with NPDES Permit and Erosion and Sediment Control Ordinance requirements.

Post Construction Site Runoff Control

The City will maintain their databases of HOAs and Stormwater Basins and update as necessary. The City will provide information and assistance to citizens and HOAs on an as requested basis. The City will continue to require new developments to enter into maintenance agreements for their stormwater basins.

Illicit Discharge Detection and Elimination

The City will continue to track the number and type of potential illicit discharges and problems with stormwater outfalls that are reported. The City will document the incidents and the corrective actions on their summary forms and in accordance with their ordinances and procedures.

Pollution Prevention and Good Housekeeping

The City will continue to provide services and maintain records for the following good housekeeping activities: number of curb miles swept, amount of leaves collected, amount of road salt used, number of catch basins cleaned, and the amount of herbicides and pesticides used, and training provided for employees. The City will inventory stormwater BMPs installed in new developments and track resultant estimated pollutant load reductions.

E. NOTICE OF PERMIT OBLIGATIONS SATISFIED BY OTHER GOVERNMENT ENTITY.

The City is not depending on other units of government to meet any of its' permit obligations.

F. LIST OF CONSTRUCTION PROJECTS PAID FOR BY THE CITY OF YORKVILLE FOR THE 2016-2017 REPORTING PERIOD.

The following City funded construction projects were underway in the 2016-2017 reporting period.

- 2016 Road Program
- 2016 Sanitary Sewer Lining
- Church Street Water main
- Countryside Water main and Street Improvements
- Mill Street LAFO
- Rt 47 Streetlighting – ITEP
- Wrigley Intersection Improvements



Reviewed By:	
Legal	<input checked="" 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 checked="" type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #4

Tracking Number

PW 2017-55

Agenda Item Summary Memo

Title: Windett Ridge – Development Status/Proposed 3rd Amendment to PUD

Meeting and Date: Public Works Committee – July 18, 2017

Synopsis: Consideration of a PUD Amendment to extend the time for the completion of certain public improvements.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Vote

Council Action Requested: Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Brad Sanderson, EEI
CC: Bart Olson, City Administrator
Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Lisa Pickering, Deputy City Clerk
Date: July 13, 2017
Subject: **Windett Ridge – 3rd Amendment to PUD Agreement
Proposed Extension of Public Improvement Schedule**

This memo is to provide an update as to the status of the completion of the improvements for the Windett Ridge development.

The City is currently holding a bond (attached) in the amount of \$29,994.12 for work to be completed within the development. The City recently completed a punchlist inspection (attached) on April 19th, 2017 and identified a number of outstanding work items. According to the 2nd Amendment to the PUD Agreement, the developer was to complete all outstanding punchlist items by August 27th, 2017.

We understand from the developer that they are fully committed to completing the outstanding work, but would like to perform the grading and seeding of the north ponds in August and September of this year, as fall is the more favorable season to complete such landscaping related items.

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 fact that these are the only items of outstanding work and the willingness from the developer to complete the project, staff is recommending to grant the requested extension until no later than October 31, 2017 as outlined in the attached draft approving ordinance and proposed PUD amendment prepared by the City Attorney. Additionally, the developer is fully aware that the current security bond in place which guarantees the completion of this work item will remain in full force and effect until such time the work is completed to the satisfaction of the City.

Should this request be favorable to the Public Works Committee, staff recommends forwarding this item to the July 25th City Council for full consideration. Staff will be available at Tuesday night's meeting to answer any questions.



April 19, 2017

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

Re: *Windett Ridge Subdivision – Punchlist Update*
United City of Yorkville
Kendall County, Illinois

Krysti:

This letter serves as a status update on the remaining items. Per agreement, the developer has until August 27, 2017 to complete the work. The current punchlist is noted below:

1. The two north detention basins are experiencing shore line erosion. It is our understanding that this may have been caused by a clogged outlet pipe, which raised the level of the ponds higher than design. Accordingly, appropriate repairs need to be made. The developer must provide a plan for addressing the issue.
2. There is erosion damage to the trail behind 436 Sutton Street that requires repair (See attached).
3. We have the 2014 Naturalized Basin Report, but are missing 2015 and 2016. Those reports should be provided for the files.
4. The condition of the bike path worsens every year. The patch that was marked-out last fall was completed. It was suggested that crack sealing be performed also. It does not appear that this was completed.

There are several items that need to be addressed related to Lot H (proposed park site). Items that remain related to the park include:

- Confirmation of conveyance of lot to City. This is to be completed per agreement by October 31, 2017.
- Installation of remaining storm sewer and weir wall.
- Removal of brush/trees.
- Completion of grading/seeding of lot per park development standards.

Ms. Krysti Barksdale-Noble
April 19, 2017
Page 2

Once the items are addressed, the developer should contact us for a re-inspection. 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/dm
Enclosure

pc: Mr. Bart Olson, City Administrator (via e-mail)
Ms. Erin Willrett, Assistant City Administrator (via e-mail)
Mr. Eric Dhuse, Director of Public Works (via e-mail)
Ms. Lisa Pickering, Deputy Clerk (via e-mail)
Ms. Kathy Field-Orr, City Attorney (via e-mail)
Mr. Chris Proberts, Cal-Atlantic (via e-mail)
DSS, JAM, EEI (via e-mail)



Ordinance No. 2017-_____

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING A THIRD AMENDMENT TO THE PLANNED UNIT DEVELOPMENT AGREEMENT BETWEEN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AND THE RYLAND GROUP, INC. A MARYLAND CORPORATION *d/b/a* RYLAND HOMES

WHEREAS, the United City of Yorkville, Kendall County, Illinois (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, on June 8, 2000, the City entered into a Planned Unit Development Agreement with Michael Wheeler, Robert E. Davidson, Jr., and George Engel (the “*Owners*”) whereby the Owners agreed to develop real property consisting of approximately 163.522 acres, primarily for residential use with a portion designated for commercial use all as consistent with the City’s zoning ordinance (the “*Windett Ridge Subdivision*”); and,

WHEREAS, On November 26, 2002, the Planned Unit Development Agreement was amended to, among other things, change the approved zoning for townhomes to the zoning for single-family residences and to amend the area designated for commercial use (the “*First Amendment*”); and,

WHEREAS, after only a portion of the Windett Ridge Subdivision was completed, a foreclosure action was commenced and thereafter The Ryland Group, Inc., a Maryland corporation *d/b/a* Ryland Homes (“*Ryland Homes*”) purchased an approximately 130 acre undeveloped portion of the Windett Ridge Subdivision zoned for residential purposes (the “*Subject Property*”); and,

WHEREAS, Ryland Homes proceeded with the development of the Subject Property in accordance with the approved zoning and all commitments undertaken by the Owners pursuant

to the Planned Unit Development Agreement as amended in 2002 and pursuant to the terms and conditions of an August 27, 2013 second amendment to the Planned Unit Development Agreement (the “*Second Amendment*”); and

WHEREAS, under the Second Amendment, Ryland Homes was presented with an itemization of the City’s Engineer’s Opinion of Probable Construction Costs (the “*EOPCC*”) which list was required to be completed by Ryland Homes on or before August 27, 2017; and,

WHEREAS, it has been determined that certain items identified on the EOPCC remain incomplete and Ryland Homes has requested additional time to enable it to complete such items; and,

WHEREAS, the Mayor and City Council of the City have determined that it is in the best interests of the City and the health, safety, morals and welfare of its residents and taxpayers to grant the request of Ryland Homes and provide additional time for Ryland Homes to complete the remaining items on the EOPCC in accordance with the terms and conditions of a third amendment to the Planned Unit Development Agreement.

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

Section 1. That the Third Amendment to the Planned Unit Development Agreement Between the United City of Yorkville, Kendall County, Illinois and the Ryland Group, Inc., a Maryland Corporation *d/b/a* Ryland Homes, attached hereto and made a part hereof, is hereby approved and the Mayor, City Clerk, and City Administrator are hereby authorized to execute and deliver said Amendment and undertake any and all actions as may be required to implement its terms on behalf of the City.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED by the City Council of the United City of Yorkville, Kendall County, Illinois, this ____ day of _____, A.D. 2017.

City Clerk

CARLO COLOSIMO _____

KEN KOCH _____

JACKIE MILSCHEWSKI _____

ARDEN JOE PLOCHER _____

CHRIS FUNKHOUSER _____

JOEL FRIEDERS _____

SEAVER TARULIS _____

ALEX HERNANDEZ _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this ____ day of _____, A.D. 2017.

Mayor

Attest:

CITY CLERK

**THIRD AMENDMENT TO THE PLANNED UNIT DEVELOPMENT AGREEMENT BETWEEN
THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS
AND THE RYLAND GROUP, INC., A MARYLAND CORPORATION
d/b/a RYLAND HOMES**

(Windett Ridge Subdivision)

This Third Amendment (the “*Third Amendment*”) to that certain Planned Unit Development Agreement by and among the United City of Yorkville, Kendall County, Illinois and Michael Wheeler, Robert E. Davidson, Jr., and George Engel (the “*Owners*”), dated June 8, 2000, as amended November 26, 2002 (the “*First Amendment*”), as further amended August 27, 2013 (the “*Second Amendment*”) is by and between the United City of Yorkville, Kendall County, Illinois and The Ryland Group, Inc., a Maryland corporation *d/b/a* Ryland Homes (“*Ryland Homes*”), successor in interest to the Owners and is entered into this ____ day of August, 2017.

WITNESSETH:

WHEREAS, the Owners entered into a Planned Unit Development Agreement in 2000 with the United City of Yorkville, Kendall County, Illinois (the “*City*”) whereby the Owners agreed to develop real property consisting of approximately 163.522 acres, primarily for residential use with a portion designated for commercial use all as consistent with the City Zoning Ordinance (the “*Windett Ridge Subdivision*”); and,

WHEREAS, in 2002, the Planned Unit Development Agreement was amended to change the approved zoning for townhomes to the zoning for single-family residences, to amend the area designated for commercial use and such other matters deemed necessary to proceed with the development of the Windett Ridge Subdivision; and,

WHEREAS, a portion of the approximately 163.522 acres was developed and 106 single family residences were constructed, however, development was discontinued and ownership of the undeveloped portion of the Windett Ridge Subdivision was foreclosed upon by the financing entity and thereafter made available for purchase; and,

WHEREAS, Ryland Homes purchased that portion of the Windett Ridge Subdivision, which is zoned for residential purposes, (approximately 130 acres) legally described on *Exhibit A*, attached hereto and made a part hereof (the “*Subject Property*”) and proceeded with the development of the Subject Property in accordance with the approved zoning and all commitments undertaken by the Owners pursuant to the Planned Unit Development Agreement as amended in 2002 and certain other terms and conditions as set forth in the Second Amendment; and,

WHEREAS, as provided in the Second Amendment, Ryland Homes was presented with an itemization of the City’s Engineer’s Opinion of Probable Construction Costs (the “*EOPCC*”) which list was required to be completed by Ryland Homes on or before August 27, 2017; and,

WHEREAS, it has been determined that certain items identified on the EOPCC remain incomplete and Ryland Homes has requested additional time to enable it to complete such items pursuant to the terms and conditions as hereinafter set forth in this Third Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, the parties agree as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are hereby incorporated into this Agreement as if fully restated.

Section 2. Subject Property Affected.

This Third Amendment addresses the Subject Property and the outstanding commitments and obligations of each of the parties in connection with certain items as identified in the EOPCC for the Windett Ridge Subdivision.

Section 3. Outstanding Obligations of Ryland Homes.

A. Section 3(K) of the Second Amendment provided that all items on the EOPCC were to be completed on or before August 27, 2017, being four (4) years from the date of execution of the Second Amendment. Notwithstanding the mandated completion date, the City has been advised by its Engineer by letter dated April 19, 2017, a copy of which is attached hereto as *Exhibit B* and made a part hereof, of certain items remaining to be completed (the “April 2017 EOPCC”).

B. Ryland Homes hereby covenants and agrees to complete all items per the April 2017 EOPCC on or before October 31, 2017.

C. Ryland Homes acknowledges that Bond No. 2179202 issued by North American Specialty Insurance Company and reduced on December 7, 2015, from \$111,033.12 to \$29,994.12 remains in full force and effect (the “Bond”) to guaranty the completion of all items on the April 2017 EOPCC on or before October 31, 2017; and, in the event Ryland Homes fails to complete said items, Ryland Homes agrees that the City shall call Bond No. 2179202 and use the proceeds thereof used to perform all incomplete items.

Section 4. Extension of Completion of Items. The City hereby agrees to extend the date to complete all items on the April 2017 EOPCC to October 31, 2017, it be understood that in the event Ryland Homes fails to complete said items, the City shall proceed to call the Bond for purposes of paying all costs it incurs in order to complete said items.

Section 5. Procedure for Declaring Defaults.

In the event Ryland Homes defaults in its performance of its obligations set forth in Section 3 of this Third Amendment, the City shall give written notice to Ryland Homes of those items on the April 2017 EOPCC which have not been completed and unless evidence is given to the City that the default shall be cured in a timely manner and the Bond is extended to a date no less than sixty (60) days beyond the date agreed upon to complete, the Bond shall be called by the City as provided in Section 2 hereof. Notwithstanding the above, in the event of an emergency life, health or safety situation, the City shall have the right, but not the obligation, to enter onto the Subject Property and cure those incomplete items on the April 2017 EOPCC without giving Ryland prior notice or an opportunity to cure.

Section 6. Miscellaneous.

A. If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Development Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

B. All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To the Ryland Homes : Ryland Homes
1141 East Main Street, Suite 108
East Dundee, Illinois 60118
Attn: John Carroll

With a copy to : Charles L. Byrum
Meltzer Purtell & Steele
300 South Wacker Drive
Suite 3500
Chicago, Illinois 60606

To the City : United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

With a copy to : Kathleen Field Orr, City Attorney
Kathleen Field Orr & Associates
53 West Jackson Blvd.
Suite 964
Chicago, Illinois 60604

C. This Third Amendment shall be binding upon and inure to the benefit of the parties to this Third Amendment and their respective successors and assigns.

D. This Third Amendment may not be assigned by the Developer without the prior written consent of the City.

E. Time is of the Essence of this Third Amendment and all documents, agreements and covenants contained herein shall be performed in a timely manner by the parties hereto.

F. This Third Amendment may be signed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed by their duly authorized officers on the above date at Yorkville, Illinois.

United City of Yorkville, an Illinois
Municipal Corporation

By: _____
Mayor

Attest:

City Clerk

Ryland Homes

By: _____
President

Attest:

Secretary

Exhibit A

[See attached Legal Description]



continuing the legacies of Ryland and Standard Pacific

Chicago Division
1141 East Main St. Ste. 108
East Dundee, IL 60118

January 20, 2016

Mr. Bart Olson
City Administrator
United City of Yorkville.
800 Game Farm Road
Yorkville, IL 60560

Re: Windett Ridge Bond Reduction-Revised with Expiration date

Dear Mr. Olson:

Attached is the Decrease Penalty Rider for Bond number 2179202 in the amount of \$29,994.12 as agreed to in the Memorandum dated December 3, 2015 for our Windett Ridge Community in Yorkville for your file. This bond has been revised to include an expiration date of December 31, 2018. Please return the old bond without the expiration date once you receive this revised bond.

Thank you in advance for your assistance in this process. If you have any questions, please feel free to contact me at 847-271-8203.

Sincerely,

A handwritten signature in blue ink, appearing to read 'SB' or similar initials, written over the word 'Sean'.

Sean Burke
Land Development and Purchasing Manager
CalAtlantic Homes/Ryland Homes
1141 East Main Street
East Dundee, IL 60118
Mobile: (847) 271-8203
sean.burke@calatl.com

cc: Brad Sanderson, EEI
Lisa Pickering, Deputy City Clerk

Decrease PENALTY RIDER

BOND AMOUNT \$111,033.12

BOND NO. 2179202

To be attached and form a part of Bond No. 2179202 dated the 14th day of November, 2013, executed by North American Specialty Insurance Company as surety, on behalf of Ryland Group, Inc. as current principal of record, and in favor of United City of Yorkville, as Obligee, and in the amount of One Hundred Eleven Thousand Thirty Three Dollars and 12/100 (\$111,033.12).

In consideration of the agreed premium charged for this bond, it is understood and agreed that North American Specialty Insurance Company hereby consents that effective from the 7th day of December, 2015, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE Decreased:

FROM: One Hundred Eleven Thousand Thirty Three Dollars and 12/100 (\$111,033.12)

TO: Twenty Nine Thousand Nine Hundred Ninety Four Dollars and 12/100 (\$29,994.12)

AND this bond shall be extended to December 31, 2018

The Decrease of said bond penalty shall be effective as of the 7th day of December, 2015, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 16th day of December, 2015.

Ryland Group, Inc.
PRINCIPAL

BY: _____

[Handwritten Signature]

North American Specialty Insurance Company
SURETY

BY: _____

[Handwritten Signature]

Kelly A. Gardner, Attorney-in-Fact

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JAMES MOORE, STEPHEN KAZMER, MARY BETH GRAFF,

DAWN MORGAN, MELISSA SCHMIDT, KELLY A. GARDNER, and TARIESE PISCIOFFO

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 17th day of September, 2014.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 17th day of September, 2014, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 16th day of December, 2015.

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

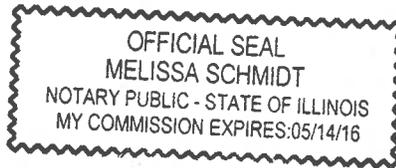
State of Illinois}
} ss.
County of Dupage }

On December 16, 2015 before me, Melissa Schmidt, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Kelly A. Gardner known to me to be Attorney-in-Fact of North American Specialty Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires May 14, 2016

Handwritten signature of Melissa Schmidt
Melissa Schmidt, Notary Public



Commission No. 697161



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

New Business #5

Tracking Number

PW 2017-56

Agenda Item Summary Memo

Title: Water meter price increase

Meeting and Date: Public Works Committee - July 18, 2017

Synopsis: Proposed increase in all water meter prices to assist in covering the rising cost of
Materials and replacement meters.

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: July 12, 2017
Subject: Proposed water meter price increase

Summary

The city has not raised water meter prices since 2012. During that time, our costs have risen to a point where we now need to adjust our price accordingly.

Background

Besides the yearly price increase of the meter, reader, and fittings we have incurred additional costs that necessitate a price increase. The two main factors are:

1. AWWA change in rules that removes all lead from brass fittings. This occurred in 2014, and has raised the price of fittings by 30%. It has also affected the price of some of our larger water meters due to the fact they have brass bodies.
2. We have started installing small back flow prevention devices on all new residential water meters. This was done as an additional safety measure to prevent cross contamination. It is not required, but we feel it is a very important component in our effort to supply safe drinking water on a daily basis to all consumers.

The table below shows the current cost and the proposed cost of a water meter. The “water meter” also includes the outside reader, couplers, residential back flow prevention devices, wire and installation of the outside reader.

Meter Size	Current Cost	Proposed Cost	Increase
3/4"	\$460.00	\$550.00	\$90.00
1"	\$590.00	\$700.00	\$110.00
1.5"	\$1,900.00	\$2,300.00	\$400.00
2"	\$2,110.00	\$2,500.00	\$390.00
3"	\$2,600.00	\$3,100.00	\$500.00

These prices are for new construction ONLY. Replacement meters are installed at no cost to the customer. This increase will also help offset the cost of purchasing replacement meters for our current customers. Based on a 3/4" meter, we are able to replace 1 existing meter

after selling 4 new construction meters. If the price increase is approved, we will be able to replace 1 existing meter for every 2 new construction meters we sell.

Recommendation

I recommend to increase the cost of a “water meter” to the following:

- ¾” - \$550.00
- 1” - \$700.00
- 1 ½” - \$2300.00
- 2” - \$2500.00
- 3” - \$3100.00

I would also recommend changing the wording on the building permit fee sheet to “water meter fee” from “water meter” since it includes much more than just a water meter. We can put a note on the bottom of the sheet that would state “water meter fee includes the water meter, outside reader, wire, residential backflow prevention device, couplers, flanges, and installation of the outside reader. Any commercial backflow prevention device required by code shall be the responsibility of the permit holder to purchase and install.”

I would ask that this be placed on the July 18, 2017 public works committee meeting for discussion. If you have any questions or need further information, please let me know.



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

New Business #6

Tracking Number

PW 2017-57

Agenda Item Summary Memo

Title: Downtown fencing and sidewalk replacement RFP results

Meeting and Date: Public Works Committee - July 18, 2017

Synopsis: Detailed bid result and recommendation to reject bid

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: June 14, 2017
Subject: Downtown sidewalk and railing RFP results

Summary

Bids were received and read on May 2, 2017 for the “sidewalk and railing installation in downtown area”. Please find the results below

Background

The initial RFP for this project was opened on February 23, 2017 and formally rejected by the City Council on March 28, 2017.

The subsequent RFP was advertised and opened on May 2, 2017. One bid was received from Continental Construction Company, Inc. from Evanston with a total bid of \$29,944.00. I have attached their bid sheet for your review and comment.

I conducted 3 reference checks and found that, in each case, the contractor had been professional, on time and delivered the project on budget. Not knowing this contractor at all and knowing that references are usually only given when a positive outcome happens, I decided to check a little more in depth and see what I could find. I have attached multiple times where this contractor was either not chosen, even though they were low bidder, or where they were dismissed from a job all together.

Recommendation

We have advertised this and taken bids for this two separate times and not one local company or any company that we have worked with in the past bid on the project either time. I asked a local contractor why he thought that was, and his reply was that the two components of the overall project were too dissimilar in nature and didn't really “fit” together. Meaning that not many companies would be at skilled in both components and therefore would pass on the bid or try to find subcontractors to complete the work that they cannot. Since we did not receive many bids, it is my deduction that the contractors simply passed on the project since there is quite a bit of work out there this year.

It is my recommendation to obtain quotes for the sidewalk work and have that work completed as soon as possible. After the sidewalk is installed, we can specify the railing/fence, obtain quotes and have it installed either late this fall, or early spring depending on lead time to construct the fence and railing system. By splitting these into two distinct projects, I hope to ensure a greater number of bids/quotes from contractors that specialize in that specific area of work.

I would ask that this be placed on the July 18, 2017 public works committee meeting for discussion. If you have any questions or need further information, please let me know.

**United City of Yorkville, Illinois
800 Game Farm Road, Yorkville, Illinois 60560
Request for Proposals**

The United City of Yorkville, Illinois will accept proposals for:

Sidewalk and Railing Installation in Downtown Area

Sealed proposals will be received at City Hall, at 800 Game Farm Road, Yorkville, Illinois 60560 **until 12:00 PM on May 2, 2017.**

Proposals will be publicly opened and read at that time in the conference room of the City Hall, 800 Game Farm Road, Yorkville, Illinois. Proposals should be submitted in sealed envelopes plainly marked "Downtown Sidewalk and Railing Installation" to:

NICOLE KATHMAN
ADMINISTRATIVE INTERN
UNITED CITY OF YORKVILLE
800 GAME FARM ROAD
YORKVILLE, IL 60560

The 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.

General questions regarding this Request for Proposals shall be directed to Nicole Kathman, Administrative Intern at 630-553-8565. All detailed questions concerning the actual specifications are to be forwarded by email to Eric Dhuse, Public Works Director, at edhuse@yorkville.il.us by April 26th.

The person or firm submitting the proposal shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and City which may in any manner affect the proposal.

X **All submittals must include complete proposal forms in addition to a shop drawing of the railing.**

SPECIFICATIONS

TAM AUGERUS


Scope of Project:

The successful bidder shall complete the following work for sidewalk and railing replacement in specified sections (Area 1 (Near 226 S. Bridge St) & Area 2 (117 W. Van Emmon)) of the downtown area of Yorkville, Illinois:

1. Removal of approximately 1201 square feet of sidewalk across both areas 1 and 2.
2. Installation of approximately 1351 square feet of sidewalk across both areas 1 and 2
3. Removal of approximately 74 linear feet of miscellaneous fencing in area 1.
4. Installation of approximately 74 linear feet of railing in area 1
5. Removal of approximately 29 square yards of 4" depth asphalt driveway in area 2.
6. Replacement of approximately 13 square yards of 4" depth asphalt in area 2
7. Site Restoration of approximately 77 square yards across both areas 1 and 2
8. Traffic Control (properly barricade and block construction areas both during working and nonworking hours)

Maps that specify the locations for the project are included at the end of the RFP.

Railing Standards:

The Contractor shall follow specifications for guards as outlined in Section 1013 (Guards) in Chapter 10 of the 2009 International Building Code. This is included at the end of the RFP. The entire document can be found at <http://codes.iccsafe.org/app/book/toc/2009/I-Codes/2009%20IBC%20HTML/index.html>

Additionally, the latest ASTM standards must be followed.

Some more specific requirements include:

1. Pickets, posts, and rails shall be galvanized square steel tubular members manufactured in accordance with ASTM F2408.
 - a. Pickets shall be 1" square, 16 gauge, placed at 5" O.C.
 - b. Rails shall be 2" square, 14 gauge
 - c. Posts shall be 4" square, 14 gauge
2. Finish shall be in accordance with the latest ASTM standards for salt spray test, impact resistance, and adhesion test.
3. Finish shall include a zinc enriched powder primer at 2-4 mils and a final powder coat of 2-4 mils.
4. Finish color shall be black.
5. All brackets, posts bases, caps, etc. shall be finished in the same manner and color as the fence.
6. All bolts, nuts, screws, washers, or fasteners of any type shall be stainless steel.
7. Height and spacing as depicted and described in the sample drawing below.

Example Only:

1. The Contractor shall ensure that all debris generated by the sidewalk removal and replacement process are raked and removed from the location. 4" of topsoil shall be placed and compacted as best possible until original ground level is reached, along sides of sidewalk. The disturbed areas shall be seeded. Site Cleanup shall be completed after each day. The work area includes the street & curb, parkway, sidewalk, private lawns, driveways and any area affected by the work. If site cleanup is to be delayed for any particular reason, barricades, cones and/or caution tape must be used until the site is clean as determined by the City of Yorkville Building Code Official. Upon completion of the entire removal and replacement of sidewalk, the site should be returned to the same condition that existed in prior to work being done

Conditions:

A pre-construction meeting shall be held with the City of Yorkville and the contractor no less than five (5) business days before the start of any work. All work shall be conducted between the hours of seven o'clock (7:00) am and five o'clock (5:00) pm, Monday through Saturday. All work items shall be completed in full and to the satisfaction of the City of Yorkville Building Code Official within thirty (30) business days.

Proposal Selection:

The City of Yorkville will select contractors, which in its opinion, best meets the intention of the project scope and budget. The selected proposals may be required to adjust the work items to accommodate project scope and budget constraints at the direction of the City.

UNITED CITY OF YORKVILLE, ILLINOIS SPECIAL CONDITIONS

1. *Persons submitting proposals Qualifications.* If requested, the interested Person submitting the proposal must provide a detailed statement regarding the business and technical organization of the Person submitting the proposal that is available for the work that is contemplated. Information pertaining to financial resources, experiences of personnel, previously completed projects, plant facilities, and other data may also be required to satisfy the City that the Person submitting the proposal is equipped and prepared to fulfill the Contract should the Contract be awarded to him. The competency and responsibility of Persons submitting proposals and of their proposed subcontractors will be considered in making awards.

If requested by the City, the Person submitting the proposal shall include a complete list of all equipment and manpower available to perform the work intended on the Plans and Specifications. The list of equipment and manpower must prove to the City that the Person submitting the proposal is well qualified and able to perform the work, and it shall be taken into consideration in awarding the Contract.

The City may make such investigations as it deems necessary, and the Person submitting the proposal shall furnish to the City all such information and data for this purpose as the City may request. A responsible Person submitting the proposal is one who meets all of the following requirements:

- Have adequate financial resources or the ability to secure such resources.
- Have the necessary experience, organization, and technical qualifications, and has or can acquire, the necessary equipment to perform the proposed Contract.
- Is able to comply with the required performance schedule or completion date, taking into account all existing commitments.
- Has a satisfactory record of performance, integrity, judgment, and skills.
- Is qualified and eligible under all applicable laws and regulations.

If the Person submitting the proposal possesses a current Illinois Department of Transportation "Certificate of Eligibility" with an amount for the work specified at least equal to the minimum amount of qualification indicated on the Legal Notice he may choose to provide the City a copy of the certificate in lieu of providing the above mentioned Persons submitting proposals Qualification requirements.

2. *Basis of Payment:* the Contractor shall submit with each payment request the Contractor's Partial Waiver of Lien for the full amount of the requested payment. Beginning with the second payment request, and with each succeeding payment request, the Contractor shall submit partial waivers of lien for each subcontractor and supplier showing that the amount paid to date to each is at least equivalent to the total value of that subcontractor's work, less retainage, included on the previous payment request. The Contractor's request for final payment shall include the Contractor's Final Waiver of Lien which shall be for the full amount of his Contract, including any change orders thereto, and Final Waivers of Lien from all subcontractors and suppliers for which Final Waivers of Lien have not previously been submitted.

3. *Project Acceptance Procedures:* All final pay item quantities shall be agreed upon between the City and the Contractor, and a final invoice shall be submitted by the Contractor, complete with all required waivers of lien and surety. Approval of the final pay estimate by the Director of Public Works shall constitute acceptance of the project by the United City of Yorkville, and written notice of such action shall be given to the Contractor. The date of approval of the final pay estimate shall be the Date of Acceptance, and shall also be the date of the Start of Guarantee.

Prior to the required Date(s) of Substantial Completion, a partial project acceptance may be granted in accordance with the foregoing procedure for entire project acceptance, with the exception that the pay estimate for the quantities of items included in the partial project acceptance shall not be the final pay estimate for the entire project. In the case of the City's acceptance of any portion of the work as may be required because of the inclusion of a Date of Substantial Completion requirement, or for other reasons as may be agreed to by the United City of Yorkville, such

partial acceptance action shall not constitute acceptance of any other portion of the project not noted in the written notice of partial acceptance which shall be provided to the Contractor by the Director of Parks and Recreation.

4. *General Guarantee:* Neither the final certificate of payment nor any provision in the Contractor Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. The United City of Yorkville will give notice of observed defects with reasonable promptness. The Contractor shall guarantee all materials and workmanship as defined by the Performance Bond, Labor and Material Payment Bond, and Maintenance Bond requirements, if required.

Unless otherwise amended in writing by the Director of Public Works, the date of the Start of any Guarantees, Warranties and Maintenance Bonds shall be coincident with the Date of Acceptance of the entire project.

5. *Termination of Contract:* the United City of Yorkville reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event that sufficient funds to complete the Contract are not appropriated by the corporate authorities of the United City of Yorkville.

The United City of Yorkville further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor 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 of default and termination, the United City of Yorkville may procure, upon such terms and in such manner as the United City of Yorkville may deem appropriate, supplies or services similar to those so terminated.

The Contractor shall be liable for any excess costs for such similar supplies or service unless acceptable evidence is submitted to the United City of Yorkville that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor.

6. *Notification of Work:* The Contractor shall notify the City's Director of Public Works 48 hours prior to commencement of work.

7. *Cleaning:* During construction, the Contractor and his subcontractors shall remove from the premises, rubbish, waste material, and accumulations, and shall keep the premises clean. The Contractor shall keep the premises clean during construction to the satisfaction of the Director of Public Works.

8. *Business/Resident Notification:* The Contractor shall not close any street or private driveway without the consent of the Director of Public Works, and the proper notification of the affected business/resident.

9. *Use of Fire Hydrants:* no fire hydrants shall be used to obtain water for non-emergency use. Water can be purchased and obtained at the City's Public Works Building.

UNITED CITY OF YORKVILLE, ILLINOIS

GENERAL CONDITIONS

These General Conditions apply to all proposals requested and accepted by the City and become a part of the contract unless otherwise specified. Persons submitting proposals or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. The City assumes that submission of a proposal means that the person submitting the proposal has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

1. **Forms** – All proposals must be submitted on the forms provided, complete with all blank spaces filled in and properly signed in ink in the proper spaces. All proposal forms may be obtained from the **Office of the Administrator, 800 Game Farm Road, Yorkville, Illinois 60560** and when completed delivered to the same Office prior to the proposal closing date and time. Persons submitting proposals may attach separate sheets for the purpose of explanation, exception, or alternative proposal and to cover required unit prices.
2. **Submittal of Proposal** – Proposals must be submitted to the attention of the Administrative Intern.
3. **Examination of Proposal Forms, Specifications, and Site** – The person submitting the proposal shall carefully examine the proposal forms which may include the request for proposal, instruction to Persons submitting proposals, general conditions, special conditions, plans, specifications, proposal form, bond, and any addenda to them, and sites of the proposed work (when known) before submitting the proposal. The person submitting the proposal shall verify all measurements relative to the work, shall be responsible for the correctness of same. The person submitting the proposal will examine the site and the premises and satisfy themselves as to the existing conditions under which the person submitting the proposal will be obligated to operate. Failure of the person submitting the proposal to notify the City, in writing, of any condition(s) or measurement(s) making it impossible to carry out the work as shown and specified, will be construed as meaning no such conditions exist and no additional moneys will be added to the contract. The successful person submitting the proposal must notify all utility companies that are a part of J.U.L.I.E. of the responsibility of each utility company to locate its utilities.

The submission of the proposal shall be considered conclusive evidence that the person submitting the proposal has investigated and is satisfied as to all conditions to be encountered in performing the work, and is fully informed as to character, quality, quantities, and costs of work to be performed and materials to be furnished, and as to the requirements of the proposal forms. If the proposal is accepted, the person submitting the proposal will be responsible for all errors in his proposal resulting from his failure or neglect to comply with these instructions, and the City shall not be responsible for any charge for extra work or change in anticipated profits resulting from such failure or neglect.

4. **Scope of Work** – The person submitting the proposal shall supply all required supervision, skilled labor, transportation, new materials, apparatus, and tools necessary for the entire and proper completion of the work. The person submitting the proposal shall supply, maintain and remove all equipment for the performance of the work and be responsible for the safe, proper and lawful construction, maintenance and use of the same. This work shall be completed to the satisfaction of the City. The person submitting the proposal shall provide adequate protection of the job site to protect the general public and adjacent property. The City is not responsible for site safety. The person submitting the proposal is solely and exclusively responsible for construction means, methods, technologies and site safety.
5. **Completeness** – All information required by the Request for Proposal must be supplied to constitute a responsive proposal. The Person submitting the proposal shall include the completed Proposal Sheet. The City will strictly hold the person submitting the proposal to the terms of the proposal. The proposal must be executed by a person having the legal right and authority to bind the person submitting the proposal.

6. **Error in Proposals** – When an error is made in extending total prices, the unit proposal price and/or written words shall govern. Otherwise, the person submitting the proposal is not relieved from errors in proposal preparation. Erasures in proposals must be explained over signature of person submitting the proposal.
7. **Withdrawal of Proposals** – A written request for the withdrawal of a proposal or any part thereof may be granted if the request is received by the Administrative Intern prior to the Closing Date.
8. **Person submitting the proposal Interested in More than One Proposal** – Unless otherwise specified, if more than one proposal is offered by any one party, by or in the name of his or their agent, partner, or other persons, all such proposals may be rejected. A party who has quoted prices on work, materials, or supplies to other Persons submitting proposals is not thereby disqualified from quoting prices to other Persons submitting proposals or from submitting a proposal directly for the work, materials, or supplies.
9. **Person submitting the proposal's qualifications** – No award will be made to any person submitting the proposal who cannot satisfy to the City that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The City's decision or judgment on these matters shall be final and binding. The City may make such investigations as it deems necessary. The person submitting the proposal shall furnish to the City all information and data the City may request for the purpose of investigation.
10. **Proposal Award for All or Part** – Unless otherwise specified, proposals shall be submitted for all of the work or items for which proposals are requested. The City reserves the right to make award on all items, or any of the items, according to the best interests of the City.
11. **Samples** – Samples or drawings requested shall be delivered and removed at no cost to the City. The City shall not be responsible for damage to samples. Samples shall be removed by the person submitting the proposal within thirty (30) days after notification. Samples must be submitted prior to the time set for the opening of proposals.
12. **Equipment or Materials** – Each person submitting the proposal shall submit catalogs, descriptive literature, and detailed drawings necessary to fully describe those features or the material or work not covered in the specifications. The parts and materials proposals must be of current date (latest model) and meet specifications. This provision excludes surplus, remanufactured, and used products except as an alternate proposal. The brand name and/or manufacturer of each item proposed must be clearly stated in the proposal. Guarantee and/or warranty information must be included with this proposal.
13. **Toxic Substance** – Prior to delivery of any material which is caustic, corrosive, flammable or dangerous to handle, the supplier shall provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid (Material Safety Date Sheet).
14. **Delivery** – Where applicable all materials shipped to the City must be shipped F.O.B. delivered, designated location, Yorkville, Illinois. If delivery is made by truck, arrangements must be made in advance by the person submitting the proposal, with concurrence by the City, for receipt of the materials. The materials must be delivered where directed.
15. **Estimated Proposal Quantities** – On "Estimated Quantities", the City may purchase more or less than the estimates. The Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.
16. **Trade Names – Alternative Proposal** – When an item is identified in the specifications by a manufacturer's or trade name or catalog number, the person submitting an alternative shall identify that item.

If the specifications state "or equal" proposals on other items will be considered provided the person submitting the proposal clearly identifies in his proposal the item to be furnished, together with any descriptive matter which will indicate the character of the item.

Persons submitting proposals which deviate from these specifications, but which they believe are equivalent, are requested to submit alternate proposals. However, ALTERNATE PROPOSALS MUST BE CLEARLY INDICATED AS SUCH AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED. The proposal must be accompanied by complete specifications for the items offered. Persons submitting proposals wishing to submit a secondary proposal must submit it as an alternate proposal.

The City shall be the sole and final judge unequivocally as to whether any substitute from the specifications is of equivalent or better quality.

17. **Price** – Unit prices shall be shown for each unit on which there is a proposal as well as the aggregate price and shall include all packing, crating, freight and shipping charges, and cost of unloading at the destination unless otherwise stated in the proposal.

Unit prices shall not include any local, state, or federal taxes. The City is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation and Use Tax and Federal Excise Tax. The City will supply the successful person submitting the proposal with its tax exemption number.

Cash discounts will not be considered in determining overall price, but may be used in an overall evaluation.

18. **Consideration of Proposal** – No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or had failed to perform faithfully any previous contract with the City.

The person submitting the proposal, if requested, shall present within 48 hours evidence satisfactory to the City of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

19. **Execution of Contract** – The successful person submitting the proposal shall, within fourteen (14) days after notification of the award: (a) enter into a contract in writing with the City covering all matters and things as are set forth in the specifications and his proposal and (b) carry insurance acceptable to the City, covering public liability, property damage, and workmen's compensation.

After the acceptance and award of the proposal and upon receipt of a written purchase order executed by the proper officials of the City, this Instruction to Persons submitting proposals, including the specifications, will constitute part of the legal contract between the United City of Yorkville and the successful person submitting the proposal.

20. **Compliance with All Laws** – All work under the contract must be executed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations which may in any manner affect the preparation of the proposal or performance of the contract.

21. **Prevailing Wage** – Not less than the prevailing rate of wages as established by the City shall be paid by the Contractor and each subcontractor to its laborers, workers, and mechanics constructing public works under this contract as determined by the Illinois Department of Labor pursuant to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.). It shall be the responsibility of the Contractor to monitor the prevailing wage rates for any increase in rates during the contract and adjust wage rates accordingly. The current prevailing wage rates are available on the Illinois Department of Labor web site at www.state.il.us/agency/idol or by calling the United City of Yorkville at 708-283-4950.

The Contractor and its subcontractors shall comply with Section 5 of the Act that requires the Contractor and its subcontractors to submit to the City monthly certified payroll records along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor or subcontractor is aware that filing records it knows to be false is a

Class B misdemeanor. Each month's certified payroll(s) must be filed with the City before the end of the next month or prior to payment by the City for work that includes that payroll.

22. **Compliance with the Substance Abuse Prevention on Public Works Projects Act** – The Contractor and its Subcontractors shall comply with the Substance Abuse Prevention on Public Works projects Act (820 ILCS 265/1 et seq.) and prior to commencing work on a “public works” project (as defined in the Prevailing Wage Act) file with the City its program to comply with the Act or file that portion of its collective bargaining agreement that deals with the matters covered by the Act.
23. **Equal Employment Opportunity** – During the performance of the contract and/or supplying of materials, equipment, and suppliers, person submitting the proposal must be in full compliance with all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal opportunity requirements.
24. **Contract Alterations** – No amendment of a contract shall be valid unless made in writing and signed by the City Administrator or his authorized agent.
25. **Notices** – All notices required by the contract shall be given in writing.
26. **Nonassignability** – The Contractor shall not assign the contract, or any part thereof, to any other person, firm, or corporation without the previous written consent of the City Administrator. Such assignment shall not relieve the Contractor from his obligations, or change the terms of the contract.
27. **Indemnity** – To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the City, its officials, agents, and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost, and expenses, which may in anywise accrue against the City, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may anywise result therefore, except that arising out of the sole legal cause of the City, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the City, its officials, agents, and employees as herein provided.

28. **Insurance** – In submission of a proposal, the person submitting the proposal is certifying that he has all insurance coverages required by law or would normally be expected for person submitting the proposal's type of business. In addition, the person submitting the proposal is certifying that he has or will obtain at least the insurance coverages on the attached Insurance requirements.
29. **Default** – The City may terminate a contract by written notice of default to the Contractor if:
 - a. The Contractor fails to make delivery of the materials or perform the services within the time specified in the proposal, or
 - b. fails to make progress so as to endanger performance of the contract, or
 - c. fails to provide or maintain in full force and effect, the liability and indemnification coverages or performance bond as required.

If the City terminates the contract, the City may procure supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for similar supplies and services, unless the

Contractor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

30. **Inspection** – The City shall have a right to inspect, by its authorized representative, any material, components, or workmanship as herein specified. Materials, components, or workmanship that has been rejected by the authorized representative as not in accordance with the terms of the specifications shall be replaced by the Contractor at no cost to the City.
31. **Supplementary Conditions** – Wherever special conditions are written into the specifications or supplementary conditions which are in conflict with conditions stated in these Instructions to Person submitting the proposal, the conditions stated in the specifications or supplementary conditions shall take precedence.
32. **Permits and Licenses** – The successful person submitting the proposal and their subcontractor(s) shall obtain, at their own expense, all permits and licenses which may be required to complete the contract. Fees for all City permits and licenses shall be waived.
33. **Person submitting the proposal's Certification** – - In compliance with the Illinois State Law that requires each person submitting the proposal to file a certification regarding proposal rigging and proposal rotating and that it is not delinquent in its taxes.
34. **Change Orders** – After the contract award, changes in or additions to the work and/or a change in the amount of money to be paid to the person submitting the proposal must be the result of an approved change order first ordered by the Director of Community Development and approved by the City Administrator and/or City Council.
35. **Time of Completion** – The successful person submitting the proposal shall completely perform its proposal in strict accordance with its terms and conditions within the number of consecutive calendar days after notification of award of the contract as stated in the proposal proposal.
36. **Payment** – Payment will be made within thirty (30) days after acceptance of the job by the City after the completion of the work as covered within the contract documents.
37. **Guarantees and Warranties** – All guarantees and warranties required shall be furnished by the successful person submitting the proposal and shall be delivered to the City before final payment on the contract is issued.
38. **Waiver of Lien** – where applicable a waiver of lien and contractor's affidavit must be submitted by the successful person submitting the proposal, verifying that all subcontractors and material invoices have been paid prior to the City approving final payment.

PROPOSAL

Note: The Person submitting the proposal must complete all portions of this Proposal

The undersigned, having examined the specifications, and all conditions affecting the specified project, offer to furnish all services, labor and incidentals specified for the price below.

It is understood that the City reserves the right to reject any and all proposals and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than ninety (90) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

	Item	Quantity	Unit	Price	Cost
1	PCC Sidewalk Removal	1201	SF	6-	7,206-
2	PCC Sidewalk Replacement 5'	830	SF	6-	4,980-
3	PCC Sidewalk Replacement 7'	511	SF	8-	4,088-
4	Asphalt Removal 4" Depth	29	SY	50-	1,450-
5	Asphalt Replacement 4" Depth	13	SY	100-	1,300-
6	Miscellaneous Fencing Removal	74	LF	20-	1,480-
7	Railing Installation	74	LF	100-	7,400-
8	Site Restoration	77	SY	20	1,540-
9	Traffic Control	1	LS	500	500-

TOTAL: \$ 29,944-

I, Thomas W. Andrews do represent that I am (title) President of (company) Continental Construction Co., Inc., and that the attached submittal complies in all respects with the safety and accessibility standards

as set forth in this request for proposals either by inclusion or by reference. **Please attach required submittals and any additional supporting information.**

Our firm has not altered any of the written texts within this document. Only those areas requiring input by the respondent have been changed or completed.

Our firm will comply with the Prevailing Wage requirements as outlined in section entitled "A. General Conditions" and Public Act 095-0635.

If it is the Contractor's intention to utilize a subcontractor(s) to fulfill the requirements of the Contract, the City must be advised of the subcontractor's company name, address, telephone and fax numbers, and a contact person's name at the time of proposal

Subcontractors: submittal. TGM Fabricators, Inc. Lisa Butuso 708 709-9240 Ph:
Railing Work 57E. 24th St. YES NO
Chicago Heights, IL 60411

Will you be utilizing a subcontractor?

X _____

If yes, have you included all required Information with your proposal submittal?

X _____

or

NO PROPOSAL – Keep our company on your Persons submitting proposals List

[Signature]
Signature

May 1, 2017
Date

NO PROPOSAL – Remove our company from Your Persons submitting proposals List

Signature

Date

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that

The Person submitting the proposal is not barred by law from submitting a proposal to the City for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Proposal Rigging) or b720 ILCS 5/33-4 (Proposal Rotating); and that

The Person submitting the proposal is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1; and that

The Person submitting the proposal provides a drug free workplace pursuant to 30 ILCS 580/1, *et seq.*, and that

The Person submitting the proposal certifies they have a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635; and that

The Person submitting the proposal is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101 *et seq.* including establishment and maintenance of sexual harassment policies and program.

Continental Construction Co, Inc.
Firm Name

Tom Andrews President
Signed Name and Title

1919 Greenwood St.
Street Address

Thomas W. Andrews
Print Name and Title

Evanston, Illinois 60201-3908
City State Zip

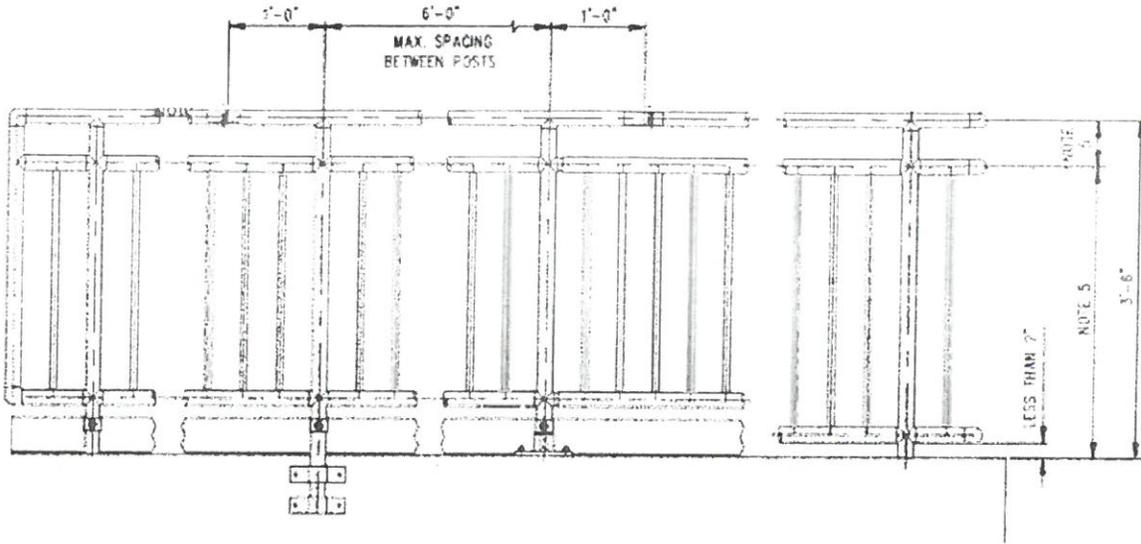
Howard@yahoo.com
E-mail Address

847 903 4180
Phone Number

847 869 3145
Fax Number

May 1, 2017
Date

Proposed Railing Shop Drawings



Note 5. Pickets and intermediate railings shall be provided such that a 4-inch diameter sphere cannot pass through any opening up to a height of 34 inches. From a height of 34 inches to 42 inches above the adjacent walking surface, a sphere 8 inches in diameter shall not pass. The triangular openings formed by the riser, tread and bottom rail at the open side of a stairway shall be of a size such that a sphere of 6 inches in diameter cannot pass through the opening.

Sidewalk Standards:

1. The Contractor shall specifications for sidewalks as outlined in Section 424 (Portland Cement Concrete Sidewalk) of the Standard Specifications for Road and Bridge Construction in Illinois as adopted in 2012. This is included at the end of the RFP. The entire document can be found at <http://www.idot.illinois.gov/assets/uploads/files/doing-business/manuals-guides-&-handbooks/highways/construction/standard-specifications/12specbook.pdf>

Site Restoration Standards:

CCC I/ TGM PROJECT NO. *RFP Sidewalk Railing Install Downtown Area*

PRODUCT DATA SHOP DRAWING SUBMITTALS REVIEW

CONTRACTORS REVIEW		RESPONSE REQUIRED OF SUBCONTRACTOR	
NO EXCEPTIONS TAKEN <input checked="" type="checkbox"/>	REJECTED <input type="checkbox"/>	RESUBMIT <input type="checkbox"/>	CONFIRM <input type="checkbox"/>
NO MARKING <input type="checkbox"/>	COMMENTS ATTACHED <input type="checkbox"/>		

CONTRACTOR'S REVIEW IS FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT AND CONTRACT DOCUMENTS. MARKING OR COMMENTS SHALL NOT BE CONSTRUED AS RELIEVING THE SUBCONTRACTOR FROM COMPLIANCE WITH THE PROJECT PLANS AND SPECIFICATIONS, NOR DEPARTURES THEREFROM. THE SUBCONTRACTOR REMAINS RESPONSIBLE FOR DETAILS AND ACCURACY, FOR CONFIRMING AND CORRELATING ALL QUANTITIES AND DIMENSIONS, FOR SELECTING FABRICATION PROCESSES, FOR TECHNIQUES OF ASSEMBLY AND FOR PERFORMING HIS OR HER WORK IN A SAFE AND SATISFACTORY MANNER.

CONTINENTAL CONSTRUCTION CO., INC.
TGM DATE *5/1/17*

above 4 inches (102 mm), the vertical clearance dimension of 1½ inches (38 mm) shall be permitted to be reduced by ¼ inch (3 mm).

- Where *handrails* are provided along walking surfaces with slopes not steeper than 1:20, the bottoms of the *handrail* gripping surfaces shall be permitted to be obstructed along their entire length where they are integral to crash rails or bumper guards.

1012.5 Fittings. *Handrails* shall not rotate within their fittings.

1012.6 Handrail extensions. *Handrails* shall return to a wall, *guard* or the walking surface or shall be continuous to the *handrail* of an adjacent *stair flight* or ramp run. Where *handrails* are not continuous between *flights*, the *handrails* shall extend horizontally at least 12 inches (305 mm) beyond the top riser and continue to slope for the depth of one tread beyond the bottom riser. At *ramps* where *handrails* are not continuous between runs, the *handrails* shall extend horizontally above the landing 12 inches (305 mm) minimum beyond the top and bottom of *ramp* runs. The extensions of *handrails* shall be in the same direction of the *stair flights* at *stairways* and the *ramp* runs at *ramps*.

Exceptions:

- Handrails* within a dwelling unit that is not required to be *accessible* need extend only from the top riser to the bottom riser.
- Aisle handrails* in Group A and E occupancies in accordance with Section 1028.13.
- Handrails* for *alternating tread devices* and ship ladders are permitted to terminate at a location vertically above the top and bottom risers. *Handrails* for *alternating tread devices* and ship ladders are not required to be continuous between *flights* or to extend beyond the top or bottom risers.

1012.7 Clearance. Clear space between a *handrail* and a wall or other surface shall be a minimum of 1½ inches (38 mm). A *handrail* and a wall or other surface adjacent to the *handrail* shall be free of any sharp or abrasive elements.

1012.8 Projections. On ramps, the clear width between *handrails* shall be 36 inches (914 mm) minimum. Projections into the required width of *stairways* and *ramps* at each *handrail* shall not exceed 4½ inches (114 mm) at or below the *handrail* height. Projections into the required width shall not be limited above the minimum headroom height required in Section 1009.2.

1012.9 Intermediate handrails. *Stairways* shall have intermediate *handrails* located in such a manner that all portions of the *stairway* width required for egress capacity are within 30 inches (762 mm) of a *handrail*. On monumental *stairs*, *handrails* shall be located along the most direct path of egress travel.

SECTION 1013 GUARDS

1013.1 Where required. *Guards* shall be located along open-sided walking surfaces, including *mezzanines*, *equip-*

ment platforms, *stairs*, *ramps* and landings that are located more than 30 inches (762 mm) measured vertically to the floor or grade below at any point within 36 inches (914 mm) horizontally to the edge of the open side. *Guards* shall be adequate in strength and attachment in accordance with Section 1607.7.

Exception: *Guards* are not required for the following locations:

- On the loading side of loading docks or piers.
- On the audience side of stages and raised platforms, including steps leading up to the stage and raised platforms.
- On raised stage and platform floor areas, such as runways, ramps and side stages used for entertainment or presentations.
- At vertical openings in the performance area of stages and platforms.
- At elevated walking surfaces appurtenant to stages and platforms for access to and utilization of special lighting or equipment.
- Along vehicle service pits not accessible to the public.
- In assembly seating where *guards* in accordance with Section 1028.14 are permitted and provided.

1013.1.1 Glazing. Where glass is used to provide a *guard* or as a portion of the *guard* system, the *guard* shall also comply with Section 2407. Where the glazing provided does not meet the strength and attachment requirements of Section 1607.7, complying *guards* shall also be located along glazed sides of open-sided walking surfaces.

1013.2 Height. Required *guards* shall be not less than 42 inches (1067 mm) high, measured vertically above the adjacent walking surfaces, adjacent fixed seating or the line connecting the leading edges of the treads.

Exceptions:

- For occupancies in Group R-3, and within individual dwelling units in occupancies in Group R-2, *guards* on the open sides of *stairs* shall have a height not less than 34 inches (864 mm) measured vertically from a line connecting the leading edges of the treads.
- For occupancies in Group R-3, and within individual dwelling units in occupancies in Group R-2, where the top of the *guard* also serves as a *handrail* on the open sides of *stairs*, the top of the *guard* shall not be less than 34 inches (864 mm) and not more than 38 inches (965 mm) measured vertically from a line connecting the leading edges of the treads.
- The height in assembly seating areas shall be in accordance with Section 1028.14.
- Along *alternating tread devices* and ship ladders, *guards* whose top rail also serves as a *handrail*, shall have height not less than 30 inches (762 mm) and not more than 34 inches (864 mm), measured vertically from the leading edge of the device tread *nosing*.

1013.3 Opening limitations. Required *guards* shall not have openings which allow passage of a sphere 4 inches (102 mm) in diameter from the walking surface to the required *guard* height.

Exceptions:

1. From a height of 36 inches (914 mm) to 42 inches (1067 mm), *guards* shall not have openings which allow passage of a sphere 4³/₈ inches (111 mm) in diameter.
2. The triangular openings at the open sides of a *stair*, formed by the riser, tread and bottom rail shall not allow passage of a sphere 6 inches (152 mm) in diameter.
3. At elevated walking surfaces for access to and use of electrical, mechanical or plumbing systems or equipment, *guards* shall not have openings which allow passage of a sphere 21 inches (533 mm) in diameter.
4. In areas that are not open to the public within occupancies in Group I-3, F, H or S, and for *alternating tread devices* and ship ladders, *guards* shall not have openings which allow passage of a sphere 21 inches (533 mm) in diameter.
5. In assembly seating areas, *guards* at the end of *aisles* where they terminate at a fascia of boxes, balconies and galleries shall not have openings which allow passage of a sphere 4 inches in diameter (102 mm) up to a height of 26 inches (660 mm). From a height of 26 inches (660 mm) to 42 inches (1067 mm) above the adjacent walking surfaces, *guards* shall not have openings which allow passage of a sphere 8 inches (203 mm) in diameter.
6. Within individual dwelling units and sleeping units in Group R-2 and R-3 occupancies, *guards* on the open sides of *stairs* shall not have openings which allow passage of a sphere 4³/₈ (111 mm) inches in diameter.

1013.4 Screen porches. Porches and decks which are enclosed with insect screening shall be provided with *guards* where the walking surface is located more than 30 inches (762 mm) above the floor or grade below.

1013.5 Mechanical equipment. *Guards* shall be provided where appliances, equipment, fans, roof hatch openings or other components that require service are located within 10 feet (3048 mm) of a roof edge or open side of a walking surface and such edge or open side is located more than 30 inches (762 mm) above the floor, roof or grade below. The *guard* shall be constructed so as to prevent the passage of a sphere 21 inches (533 mm) in diameter. The *guard* shall extend not less than 30 inches (762 mm) beyond each end of such appliance, equipment, fan or component.

1013.6 Roof access. *Guards* shall be provided where the roof hatch opening is located within 10 feet (3048 mm) of a roof edge or open side of a walking surface and such edge or open side is located more than 30 inches (762 mm) above the floor, roof or grade below. The *guard* shall be constructed so as to

prevent the passage of a sphere 21 inches (533 mm) in diameter.

SECTION 1014 EXIT ACCESS

1014.1 General. The *exit access* shall comply with the applicable provisions of Sections 1003 through 1013. *Exit access* arrangement shall comply with Sections 1014 through 1019.

1014.2 Egress through intervening spaces. Egress through intervening spaces shall comply with this section.

1. Egress from a room or space shall not pass through adjoining or intervening rooms or areas, except where such adjoining rooms or areas and the area served are accessory to one or the other, are not a Group H occupancy and provide a discernible path of egress travel to an *exit*.

Exception: *Means of egress* are not prohibited through adjoining or intervening rooms or spaces in a Group H, S or F occupancy when the adjoining or intervening rooms or spaces are the same or a lesser hazard occupancy group.

2. An *exit access* shall not pass through a room that can be locked to prevent egress.
3. *Means of egress* from dwelling units or sleeping areas shall not lead through other sleeping areas, toilet rooms or bathrooms.
4. Egress shall not pass through kitchens, storage rooms, closets or spaces used for similar purposes.

Exceptions:

1. *Means of egress* are not prohibited through a kitchen area serving adjoining rooms constituting part of the same dwelling unit or sleeping unit.
2. *Means of egress* are not prohibited through stockrooms in Group M occupancies when all of the following are met:
 - 2.1. The stock is of the same hazard classification as that found in the main retail area;
 - 2.2. Not more than 50 percent of the *exit access* is through the stockroom;
 - 2.3. The stockroom is not subject to locking from the egress side; and
 - 2.4. There is a demarcated, minimum 44-inch-wide (1118 mm) *aisle* defined by full- or partial-height fixed walls or similar construction that will maintain the required width and lead directly from the retail area to the *exit* without obstructions.

and shall be edged with an edging tool having a 1/4 in. (6 mm) radius. The edges of the slabs shall be edged as described above.

Tie bars will not be required in construction joints; however the joints shall be edged as described above.

423.07 Expansion Joints. At points where the proposed driveway pavement occupies the entire space between the concrete curb or combination concrete curb and gutter and an adjacent building, permanent structure, existing driveway or other similar obstruction, 1 in (25 mm) preformed expansion joint filler shall be placed between the driveway pavement and the obstruction. The expansion joint filler shall extend the entire depth of the driveway.

423.08 Backfill. After the concrete has been cured, the spaces along the edges of the driveway pavement shall be backfilled to the required elevation with approved material. The material shall then be compacted, and the surface neatly graded.

423.09 Disposal of Surplus Material. Surplus or waste material resulting from the driveway construction operations shall be disposed of according to Article 202.03.

423.10 Method of Measurement. This work will be measured for payment in place and the area computed in square yards (square meters).

Earth excavation will be measured for payment according to Article 202.07.

423.11 Basis of Payment. This work will be paid for at the contract unit price per square yard (square meter) for PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, of the thickness specified.

Earth excavation required will be paid for according to Article 202.08.

SECTION 424. PORTLAND CEMENT CONCRETE SIDEWALK

424.01 Description. This work shall consist of constructing portland cement concrete sidewalk and sidewalk accessibility ramps on a prepared subgrade. This work does not include sidewalk that is integrally a part of a structure.

424.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Portland Cement Concrete	1020
(b) Preformed Expansion Joint Fillers	1051

424.03 Equipment. Equipment shall be according to the following.

Item	Article/Section
(a) Miscellaneous Equipment	1103.17

CONSTRUCTION REQUIREMENTS

424.04 Subgrade Preparation. The subgrade shall be tamped or rolled until thoroughly compacted and at the proper line and grade as shown on the plans. At locations where sidewalk is constructed at entrances, the sidewalk shall be thickened to the thickness of the adjacent entrance or driveway pavement.

424.05 Forms. Side forms shall be of lumber of not less than 2 in. (50 mm) thickness or of steel of equal rigidity. They shall be held securely in place by stakes or braces, with the top edges true to line and grade. Forms for the sidewalk accessibility ramps shall be set so that the slab will have a uniform fall between the sidewalk proper and the curb grade.

At the Contractor's option, slipforming using equipment approved by the Engineer will be allowed.

424.06 Placing and Finishing. The subgrade shall be moistened just before the concrete is placed. The concrete shall be placed in successive batches for the entire width of the slab, struck-off, consolidated with a hand vibrator, and finished to a true and even surface with floats and trowels. A vibratory screed may be used to strike off, consolidate, and finish the concrete. The final finish shall be done with a wooden float, leaving an even surface. Steel trowels shall not be permitted. After the water sheen has disappeared, the surface shall be given a final finish by brushing with a whitewash brush. The brush shall be drawn across the sidewalk at right angles to the edges of the walk, with adjacent strokes slightly overlapping, producing a uniform, slightly roughened surface with parallel brush marks.

The surface shall be divided by grooves constructed at right angles to the centerline of the sidewalk. These grooves shall extend to 1/4 the depth of the sidewalk, shall be not less than 1/8 in. (3 mm) nor more than 1/4 in. (6 mm) in width, and shall be edged with an edging tool having a 1/4 in. (6 mm) radius. No slab shall be longer than 6 ft (1.8 m) nor less than 4 ft (1.2 m) on any one side, unless otherwise ordered by the Engineer. The edges of the slabs shall be edged as described above.

424.07 Expansion Joints. Expansion joints of the thickness specified below shall consist of preformed joint filler. The top of the joint shall be placed 1/4 in. (6 mm) below the surface of the sidewalk.

- (a) 1/2 in. (13 mm) Thick Expansion Joints. Expansion joints 1/2 in. (13 mm) thick shall be placed between the sidewalk and all structures such as light standards, traffic light standards, traffic poles and subway columns, which extend through the sidewalk.
- (b) 3/4 in. (20 mm) Thick Expansion Joints. Transverse expansion joints 3/4 in. (20 mm) thick shall be placed at intervals of not more than 100 ft (30 m) in the sidewalk. Where the sidewalk is constructed adjacent to pavement or curb having expansion joints, the expansion joints in the sidewalk shall be placed in line with the existing expansion joints as nearly as practicable. Expansion joints shall also be placed where the sidewalk abuts existing

sidewalks, between driveway pavement and sidewalk, and between sidewalk accessibility ramps and curbs where the ramp abuts a curb.

424.08 Curb Ramps. Curb ramps shall be constructed according to the ADAAG, the Illinois Accessibility code, and as shown on the plans.

Curb ramps shall be constructed to the same thickness as the adjacent sidewalk with a minimum thickness of 4 in. (100 mm).

424.09 Detectable Warnings. Detectable warnings shall consist of a surface of truncated domes meeting the requirements of the ADAAG and the details shown on the plans.

Detectable warnings shall be installed at curb ramps, medians and pedestrian refuge islands, at-grade railroad crossings, transit platform edges, and other locations where pedestrians are required to cross a hazardous vehicular way. Detectable warnings shall also be installed at alleys and commercial entrances when permanent traffic control devices are present. The installation shall be an integral part of the walking surface and only the actual domes shall project above the walking surface.

The product or method used for installing detectable warnings shall come with the following documents which shall be given to the Engineer prior to use.

- (a) Manufacturer's certification stating the product is fully compliant with the ADAAG.
- (b) Manufacturer's five year warranty.
- (c) Manufacturer's specifications stating the required materials, equipment, and installation procedures.

Products that are colored shall be colored their entire thickness.

The materials, equipment, and installation procedures used shall be according to the manufacturer's specifications.

424.10 Backfill. After the concrete has been cured, the spaces along the edges of the sidewalk and ramps shall be backfilled with approved material. The material shall be compacted until firm and the surface neatly graded.

424.11 Disposal of Surplus Material. Surplus or waste material shall be disposed of according to Article 202.03.

424.12 Method of Measurement. This work will be measured for payment in place and the area computed in square feet (square meters). Curb ramps will be measured for payment as sidewalk. No deduction will be made for detectable warnings located within the ramp.

Detectable warnings will be measured for payment in place and the area computed in square feet (square meters).

Earth excavation will be measured for payment according to Article 202.07.

424.13 Basis of Payment. This work will be paid for at the contract unit price per square foot (square meter) for PORTLAND CEMENT CONCRETE SIDEWALK, of the thickness specified.

Detectable warnings will be paid for at the contract unit price per square foot (square meter) for DETECTABLE WARNINGS.

Earth excavation required will be paid for according to Article 202.08.

PAVEMENT REHABILITATION

SECTION 440. REMOVAL OF EXISTING PAVEMENT AND APPURTENANCES

440.01 Description. This work shall consist of the complete removal of existing pavement, paved shoulders, driveway pavement, median, curb, gutter, combination curb and gutter, paved ditch, and sidewalk; the partial depth removal of concrete medians; and the removal of hot-mix asphalt (HMA) surfaces in preparation for subsequent resurfacing.

Pavement removal shall be defined as portland cement concrete or HMA pavement and shall include portland cement concrete or HMA bases, overlays, and stabilized subbase.

Paved shoulder removal shall be defined as portland cement concrete or HMA shoulders.

Gutter removal and combination curb and gutter removal shall include the complete removal of all inlets, outlets, and entrances contained within the limits of removal. The removal of outlets shall include the entire discharge trough and end curtain wall for trough type outlets and the concrete box and outlet pipe for drop box type outlets.

Paved ditch removal shall include the complete removal of all anchor walls and cut-off walls that are contained within the limits of removal.

440.02 Equipment. Equipment shall be according to the following.

Item	Article/Section
(a) Self-Propelled Milling Machine	1101.16

CONSTRUCTION REQUIREMENTS

440.03 General. All existing pavement, including surface courses, base courses, and stabilized subbases, and other appurtenances as listed above, which interfere with construction work shall be completely removed as shown on the plans or as directed by the Engineer.

E L M H U R S T P A R K D I S T R I C T
B O A R D O F P A R K C O M M I S S I O N E R S
M E M O R A N D U M

DATE: February 10, 2016

TO: Board of Park Commissioners

FROM: James W. Rogers, Executive Director
Angela Ferrentino, Director of Parks and Facilities
E. Anne Scheppele, Division Manager-Facilities

RE: BEN ALLISON PARK SLED HILL IMPROVEMENTS

ISSUE

The objective of this project is to improve and enhance the sled hill at Ben Allison Park through the demolition and partial reuse of components from the abandoned concrete water reservoir structure/tank at Ben Allison Park. Contractor work will include: site preparation, demolition and complete removal of concrete roof and utility room and partial removal of concrete walls; regrading of the hill to provide ADA access to the top of the hill; installation of retaining wall, fence and handrails; removal and legal disposal of all debris and rubble from the site; topsoil and seed restoration of site. This project addresses Strategic Plan Theme: Customer Centered, Objective C: Optimize Program and Facility Mix, Initiative Three: Optimize Current and Future Facility Space.

BACKGROUND

For many years, Ben Allison Park has provided a “beginner” sled hill to the community. Staff recognizes the sentimental connection some residents have with the sled hill; however, in its current condition a number of safety concerns exist. The flat, concrete staging area at the top of the hill (structure) allows sledders to get ready before starting down the sloped sides to the east, west and south. The run-out areas on the east and south sides extend far enough out to allow sliders to come to a safe, unobstructed stop. The sledding area on the west side of the hill has a short run-out that ends abruptly at a fence and the north side of the hill has an extreme 10-foot vertical drop that ends in the adjacent roadway – Scott Street. In 2012, after consulting with Jesse Kinsland, the District’s risk management consultant from the Park District Risk Management Agency (PDRMA), a barrier and signage was placed on the north edge of the hill to serve as a directional control and channel sliders away from this hazard. Despite these measures, the potential risk to park users remains. Due to the potential risk to guests and the associated exposure to the District, staff then pursued removal of the structure and accompanying sled hill.

As a result, funds in the amount of \$30,000 were designated in the FY13 Capital Improvement Budget to remove the abandoned concrete water reservoir tank at Ben Allison Park and return the area to open green space.

Originally, the project was scheduled to be presented at the October 9, 2013 Board meeting; however, staff recommended that the item be pulled from the agenda in order to allow it to be re-evaluated. As a result of the re-evaluation, on October 23, 2013, the Park Board approved the staff recommendation to reject the demolition bids submitted and engage the services of a civil engineering firm to design a solution that will both remove the water reservoir tank and provide for a “beginner” sled hill that will offer a more safe and appropriate option for sled hill users.

Thereafter, in 2015 staff recommended phasing this project to obtain accurate construction cost estimates for budgetary purposes, and to spread the financial impact to the District over a two-year period:

Phase 1 – FY 2015

Outcomes of Phase 1 included:

- A land survey of Ben Allison Park
- Conceptual design studies
- Final construction documents including drawings and bid specifications completed by V3 Engineering

The engineering tasks and final construction documents completed during Phase 1 provided the foundation to propel the project into Phase 2 in guiding the site's redevelopment.

Phase 2 – FY 2016

Outcomes of Phase 2 will focus on construction:

- Demolition and partial removal of the concrete water reservoir
- Re-grading and restoration of the site
- Construction of a small “beginner” sled hill

A total of \$14,807 was spent in 2015 in order to complete Phase 1 and funds for Phase 2 are available in the 2016 Capital Improvement Budget in the amount of \$170,000.

Plans and specifications were developed and a legal ad was placed in the local newspaper on January 8, 2016 announcing the availability of bid packets and specifications for pick up at the Administrative Office and its availability electronically. Four general contractors attended the pre-bid meeting on January 21, 2016 and the bids were opened and read publicly on January 27, 2016. A copy of the bid tally is attached.



BIDDER QUALIFICATIONS

The choice of a qualified, responsible contractor is subject to a standard of review that takes into consideration the contractor's ability to meet the bid requirements and specifications, record of past performance and financial and technical resources.

The lowest bidder for the Ben Allison project is Continental Construction Company, Inc. (Continental) of Evanston, IL with a bid of \$92,000. In performing due diligence staff found the following:

- **Bid Bond**
Continental submitted a copy of an "Institutional Escrow Receipt" for \$100,000 and a personal guarantee. These documents do not satisfy the bid security requirement as defined in the project bid specs.
- **Business Information Report:**
A records search with Dun & Bradstreet (see attached) found a significant risk level associated with Continental.
- **Lack of Demonstrated Experience:**
The three project references provided by Continental were not for work of a similar nature and scope as this project, and did not demonstrate that Continental has actual experience with a project of this size and scope.
- **Contractor References:**
The references contacted provided tempered feedback and lukewarm reviews.

After an objective review of information gleaned concerning Continental, staff consulted with the District's attorney, Andrew Paine of Tressler who, after considering the aforementioned four points conjointly, concurred with staff that, while they may have submitted the lowest bid, Continental is not a responsible bidder. Based on this information staff concluded that Continental's bid ought to be rejected and that the second lowest bidder, Team Reil, Inc., with a bid of \$118,290, should be considered for the project.

Positive references for Team Reil, Inc. were received from the Village of Lake Barrington, Village of Riverwoods and the Grayslake Park District. All three references supplied by Team Reil, Inc. pertained to projects equal to or larger in scope that the District's project as described in the bid.

Of particular relevance is the Freier Farm Park project referenced by the Grayslake Park District. Work on this project involved a significant amount of earth work by Team Reil, Inc. to convert a 26 acre farm into a passive community park, including the construction of a 550-foot sledding hill. Additionally, Team Reil, Inc. successfully completed work for the District in 2007 on the nearly \$2,000,000 Berens Park artificial turf field installation project.

The Ben Allison Project is scheduled for March 1 through April 29, 2016. This project has an aggressive timeline and staff is satisfied that Team Reil, Inc. is a reputable company that possesses the experience and capabilities to successfully complete the work in accordance with the required specifications and schedule. A records search has also been completed with the Illinois Department of Labor (IDOL) and Dun & Bradstreet, Inc. with no violations found.

RECOMMENDATION

That the Board of Park Commissioners (1) rejects the bid in the amount of \$92,000 from Continental Construction Company, Inc. of Evanston, IL as not a responsible bid; (2) awards the Ben Allison Park Sled Hill Improvements Project in the amount of \$118,290 to Team Reil, Inc. of Union IL and; (3) authorizes the Executive Director to execute said contract accordingly.

Thank you.

Attached: Bid Tally Sheets
Dun & Bradstreet Report

Elmhurst Park District

BEN ALLISON PARK SLED HILL IMPROVEMENTS PROJECT

Bid Opening - Wednesday, January 27, 2016 – 1:00p.m.

<u>SUBMITTED BY</u>	BID SECURITY ATTACHMENT	CONTRACTOR CERTS. (2 pages)	SUB. ABUSE PREV. CERT. (1 page)	CONTRACTOR REFERENCES (1 page)	PREVAILING WAGE ACT (1 page)	ADDENDUM NO. 1 (4 pages)	<u>TOTAL BID</u>
1. ATP ENTERPRISE GROUP	✓	✓	✓	✓	✓	✓	\$129,000
2. CONTINENTAL CONSTRUCTION COMPANY	✓	✓	✓	✓	✓	✓	\$92,000
3. COPENHAVER CONSTRUCTION	✓	✓	✓	✓	✓		\$167,900
4. HACIENDA LANDSCAPING	✓	✓	✓	✓	✓		\$141,750
5. MARTAM CONSTRUCTION	✓	✓	✓	✓	✓	✓	\$187,710
6. MISFITS CONSTRUCTION	✓	✓	✓	✓	✓	✓	\$245,500

Witnessed: Baiba Stemberge Date: 1/27/16

Witnessed: [Signature]

Date: 1-27-2016

Elmhurst Park District

BEN ALLISON PARK SLED HILL IMPROVEMENTS PROJECT

Bid Opening - Wednesday, January 27, 2016 – 1:00p.m.

<u>SUBMITTED BY</u>	BID SECURITY ATTACHMENT	CONTRACTOR CERTS. (2 pages)	SUB. ABUSE PREV. CERT. (1 page)	CONTRACTOR REFERENCES (1 page)	PREVAILING WAGE ACT (1 page)	ADDENDUM NO. 1 (4 pages)	<u>TOTAL BID</u>
7. TEAM REIL, INC	✓	✓	✓	✓	✓	.	\$118,290
8.							
9.							
10.							
11.							
12.							

Witnessed: Carla Bridges Date: 1/27/16

Witnessed: [Signature] Date 1-27-2016



Printed By: Angela Ferrentino
Date Printed: January 28, 2016

Live Report : CONTINENTAL CONSTRUCTION COMPANY, INC.

D-U-N-S® Number: 09-428-2829

Endorsement/Billing Reference: aferrentino@epd.org

D&B Address		Endorsement : aferrentino@epd.org	
Address	1919 Greenwood St Evanston, IL, US - 60201	Location Type	Single Location
Phone	847 869-3214	Web	
Fax	847-869-3113		

Company Summary

Currency: Shown in USD unless otherwise indicated

Score Bar

PAYDEX®		13	Paying 121 to 179 days past due
Commercial Credit Score Percentile		2	High Risk of severe payment delinquency.
Financial Stress Score National Percentile		1	High Risk of severe financial stress.
D&B Viability Rating		6 8 B K	View More Details
Bankruptcy Found		No	
D&B Rating		2R4	2R indicates 1 to 9 Employees, Credit appraisal of 4 is limited

Detailed Trade Risk Insight™

Days Beyond Terms Past 3 Months
There is not sufficient reporting trading activity to generate 3 months Days Beyond Terms (a minimum of 3 trade experiences from at least 2 suppliers)

Recent Derogatory Events

	Nov-15	Dec-15	Jan-16
Placed for Collection	-	-	-
Bad Debt Written Off	-	-	-

D&B Viability Rating

6	Viability Score : 6								
8	Portfolio Comparison : 8								
B	Data Depth Indicator : B								
K	Company Profile : K								
	<table border="1"> <tr> <th>Financial Data</th> <th>Trade Payments</th> <th>Company Size</th> <th>Years in Business</th> </tr> <tr> <td>Not Available</td> <td>Available (3+Trade)</td> <td>Small</td> <td>Established</td> </tr> </table>	Financial Data	Trade Payments	Company Size	Years in Business	Not Available	Available (3+Trade)	Small	Established
Financial Data	Trade Payments	Company Size	Years in Business						
Not Available	Available (3+Trade)	Small	Established						

D&B Company Overview

This is a single location

Chief Executive	THOMAS W ANDREWS, PRESIDENT
Year Started	1932
Management Control	1977
Employees	4-15
SIC	1542 , 1541
Line of business	Nonresidential cnstrn, industrial bldg cnstrn
NAICS	236220
History Status	CLEAR

FirstRain Company News


This Company is not currently tracked for Company News

Powered by FirstRain

Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	-
Judgments	5	11/06/14
Liens	8	12/28/15
Suits	2	10/21/15
UCCs	1	08/03/10

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

Predictive Scores

Currency: Shown in USD unless otherwise indicated 

D&B Viability Rating Summary

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

6	Viability Score	Lowest Risk: 1	Highest Risk: 9
Compared to All US Businesses within the D&B Database:			

- Level of Risk: **Moderate Risk**
- Businesses ranked 6 have a probability of becoming no longer viable: **13 %**
- Percentage of businesses ranked 6: **30 %**
- Across all US businesses, the average probability of becoming no longer viable: **14 %**

8	Portfolio Comparison	Lowest Risk:1	Highest Risk:9
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Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment : **Established Trade Payments**
- Level of Risk: **High Risk**
- Businesses ranked 8 within this model segment have a probability of becoming no longer viable: **11 %**
- Percentage of businesses ranked 8 with this model segment: **13 %**
- Within this model segment, the average probability of becoming no longer viable: **5 %**

B	Data Depth Indicator	Predictive Data:A	Descriptive Data:G
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Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Basic Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

K	Company Profile	Financial Data	Trade Payments	Company Size	Years in Business
		Not Available	Available (3+ Trade)	Small	Established

Company Profile Details:

- Financial Data: **Not Available**
- Trade Payments: **Available (3+ Trade)**
- Company Size: **Small** (Employees: <10 and Sales: <\$10K or Missing)
- Years in Business: **Established (5+)**

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PLAINFIELD

Plainfield Township Park District considers plan to compost manure

By VIKAAS SHANKER - vshanker@shawmedia.com

March 11, 2015

PLAINFIELD – Plainfield Township Park District commissioners said a plan by staff to compost manure left behind by horses at the Normantown Trails Equestrian Center needs more work.

But what smelled real fishy at Wednesday's board meeting was the lowest bidder on several parks projects, which staff identified as a nonresponsible bidder after contacting other park districts.

ONLINE NEWSPAPER

LOG IN

mySuburbanLife.com

In his staff report, Director of Parks Gene Coldwater sought board direction to move forward on a plan to create a feasible composting program using the manure from horses.

Currently, the park district pays \$260 a week for a 30-cubic-yard manure dumpster to be picked up. Starting a small composting program could allow the park district to eliminate one pickup every month, saving the district \$3,120 a year.

"This has been a long-running question in the district ever since we took over the equestrian center, how to get rid of the manure," Coldwater said.

Coldwater said his research revealed that using a store-bought product yielded better growth than manure, which is unpredictable. Landscapers and farmers said they weren't interested in the manure.

Also, several park districts compost in smaller amounts, he said.

The cost of acquiring new concrete bins was estimated at \$3,000, and it would require \$500 in monthly maintenance to produce 4 cubic yards.

But there is always the smell.

"That's the huge issue with composting manure," Commissioner Larry Newton said.

Commissioners were concerned that composting at the Normantown Trails Equestrian Center at 12151 S. Normantown Road was too close to homes in the area. Also, transporting the manure to a different composting site would require driving through populated areas.

A clearer cost savings estimate wasn't available.

"I am definitely not [opposed to composting]," Newton said. "I don't think we've investigated it fully yet."

 Continental Construction

The board needed to reject the lowest bidder on several large parks projects because the construction company yielded negative reviews.

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Systems, which also won a \$56,065 bid for ADA path and seating improvements for Four Seasons Park, and a \$42,265.44 bid for shelter improvements at Olde Renwick and Whisper Glen.

RELATED LINKS

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[Plainfield parks director makes high-level staff changes](#)

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[Plainfield parks PAC donates coffers to local ADA project](#)

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The HERALD-NEWS

LOCAL NEWS

Shorewood Library terminates contract over window replacement

By VIKAAS SHANKER - vshanker@shawmedia.com

Jan. 10, 2015

SHOREWOOD – The Shorewood-Troy Library District board has pulled the plug on a contractor working one of its largest construction projects, further delaying the project's completion.

Library Board members voted Thursday to terminate a contract with Evanston-based Continental Construction Inc. to reconstruct a new window-wall after the company ceased communication with library officials and architect firm Tria Architecture, Director Jennie Mills said.

["We thought things were moving smoothly in December,"](#) Mills said. "They aren't responding to communications through email, phone calls and the architect hasn't been able to reach them either."

Mills said officials last heard from Continental on Dec. 18, and the company last worked on the wall Dec. 29.

"As of Jan. 1, they stopped reaching out to us," she said.

A message left Friday by The Herald-News with a Continental employee seeking comment wasn't immediately returned.

The HERALD-NEWS

"We're consulting with Tria Architecture and our attorney to clean up legal issues this left behind," Mills said, adding that staff is figuring out how to pay the remaining subcontractors who have completed work.

Mills said a building committee meeting is set for 7 p.m. Jan. 20 to determine next steps, which likely will include making a decision on a new contractor.

The termination comes after Continental [delayed the project several times](#), Mills said.

The \$80,000 project was supposed to replace the two-story window-wall on the library's north side. Architects said the wall was in dire need of repair and was in danger of breaking apart if hazardous weather occurred.

Continental was hired to do the work and construction began shortly after [demolition of the wall in mid-August](#).

The initial date of completion for the \$80,000 project was Oct. 24, but library officials said Continental delayed the project several times.

"Work with the contractor has been extremely frustrating," Board President Phillip Besler said in a news release, explaining the board had no choice but to terminate the contract.

"We apologize to the Shorewood community for the length of this project. We were hoping to minimize costs to the taxpayers by continuing to work with this contractor, despite their issues," Besler said.

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PINTEREST

DATE: September 8, 2009

REQUEST FOR BOARD ACTION

AGENDA SECTION	Omnibus Vote Requiring Super-Majority or Special Majority Vote	ORIGINATING DEPARTMENT	Facilities Construction
ITEM	A Resolution Awarding a Contract for the Construction of DuPage County Metering Stations 9A and 9B (Contract MS-18/09) Resolution No. R-52-09	APPROVAL	

Account Nos.: 01-60-7111.01(Glen Ellyn Heights) \$588,600.00
 01-60-7112.01(Hobson Valley) \$406,100.00

On August 10, 2009, the Commission invited sealed bids for the construction of the DuPage County Meter/Pressure Adjusting Stations 9A and 9B (Contract MS-18/09). As required by state statute, the Commission advertised for bids on two separate occasions in the *Chicago Tribune*, in addition to posting a notice of the invitation on the Commission's web site and with various plan rooms.

Sealed bids were received until 1:00 p.m., local time, September 2, 2009, at which time all bids were publicly opened and read aloud. The engineer's estimate was \$950,304.00 (\$640,701.00 for the Glen Ellyn Heights joint facility and \$309,603 for the Hobson Valley joint facility), and the following base bids were received:

Continental Construction, Evanston, IL	\$678,000
Manusos General Contracting, Fox Lake, IL	\$959,268
Concord Enterprises, Lake Zurich, IL	\$994,700
Maxim, Volo, IL	\$1,021,850
Meccon Industries, Lansing, IL	\$1,252,000

The low dollar bidder did not submit a bid bond. The bid bond of the second low dollar bidder was not signed by the bidder or the surety. Because courts have rejected other types of bonds where the signature of a principal or a surety was omitted and have also found material bid bond deficiencies to be mandatory causes for rejection, Staff is recommending that the proposals of the two low dollar bidders be rejected as unresponsive. Thus, Resolution No. R-52-09 would award the contract to the lowest "responsive" bidder, Concord Construction Services, Inc., in the base bid amount of \$994,700.00 (see the attached bid evaluation and recommendation prepared by the Commission's consulting engineers).

MOTION: To approve Resolution No. R-52-09.

AECOM
 303 East Wacker Drive, Suite 900, Chicago, IL 60601
 T 312.938.0300 F 312.938.1109 www.aecom.com

September 8, 2009

Mr. Robert Martin
 General Manager
 DuPage Water Commission
 600 East Butterfield Road
 Elmhurst, IL 60126-4642

Reference: DuPage Water Commission
 DuPage County Meter Station/Pressure Adjusting Stations 9A and 9B
 Contract MS-18/09
 AECOM Project Nos: 60092726 and 60092727

Dear Mr. Martin:

Proposals for the subject project, as covered by the Proposal, Contract Agreement, and Contract Documents prepared by AECOM USA, Inc. were received until 1:00 p.m., local time on Wednesday, September 2, 2009 by the DuPage Water Commission. Shortly thereafter, the bids received were opened and the Schedules of Prices were read aloud by Mr. Chris Bostick.

Five (5) bids were received. At the conclusion of the reading of all of the Schedules of Prices, AECOM was authorized by the DuPage Water Commission to review received bids and to prepare an official breakdown of all information received. In compliance therewith, we submit our Official Record of Bids Received, certified by our Michael H. Winegard, P.E. The bids are tabulated below based on the total corrected bid price in order of the low bidder first and the second low bidder second, etc.

<u>CONTRACTOR</u>	<u>TOTAL CORRECTED BASE BID PRICE</u>
Continental Construction Co.	\$678,000.00
Manusos General Contracting	\$959,268.00
Concord Enterprises, Inc.	\$994,700.00
Maxim	¹ \$1,021,850.00
Mecon Industries	\$1,252,000.00
Engineer's Estimate	\$950,304.00

The low base bid was \$272,304 or 28.7 percent below the Engineer's Estimate. The second

¹ Maxim's total bid price was actually \$50.00 higher than the total on their proposal form resulting in a corrected total of \$1,021,850 in lieu of \$1,021,800.

Mr. Robert Martin
September 8, 2009
Page 2

low bidder was \$8,964.00 or 0.9 percent above the Engineer's Estimate. The difference between the second and third bidders was only \$35,432 or 3.7 percent of the Engineer's Estimate. In our opinion, the Commission received good prices.

We contacted the three references provided by Continental Construction Company, Inc. (Continental) in their bid. All three references were for school projects. One reference responded that they were a knowledgeable contractor that had completed three projects on time and within budget. The remaining two references did not return our calls. We then contacted Continental to ask for additional references that involved mechanical work. We also asked them the name of the proposed mechanical subcontractor, the name of the proposed electrical subcontractor and the estimate of the amount of work they would perform. Continental did not provide the requested information in a timely manner. Finally, Continental included a copy of an "Institutional Escrow Receipt" for \$5,000,000 and a personal guarantee in lieu of the required bid bond.

Due to the differences between the low bid and the Engineer's Estimate as well as the other bidders, we contacted twelve references provided by Manusos General Contracting, Inc. (Manusos). The four references who responded stated that Manusos completed a good job within the time frame and budget. They were all very satisfied and would use Manusos in the future. It was confirmed that Manusos acted as the General Contractor for all four projects and all of the projects involved mechanical work. One of the projects had a value of \$10.2 million. After this review, it was discovered that Manusos did not submit a signed Bid Bond. Therefore, their proposal was determined to be non-responsive.

For these reasons, AECOM contacted three references provided by Concord Enterprises, Inc. (Concord) in their bid. All three references pertained to projects where Concord served as the General Contractor and provided mechanical work. The two references who responded stated that Concord was a very good contractor and completed the projects on time and within budget. In both cases, the clients requested extra work that was completed at a fair price, in their opinions, and within the original schedule. Both references stated that they would use Concord in the future. The third reference did not return our call.

Based upon the bids received, the concerns about Continental's proposal explained above and the issue with Manusos' bid bond, we believe that Concord Enterprises, Inc. would be a better choice for this contract. Concord's proposal was close to the Engineer's Estimate and they have successfully performed similar projects according to their references.

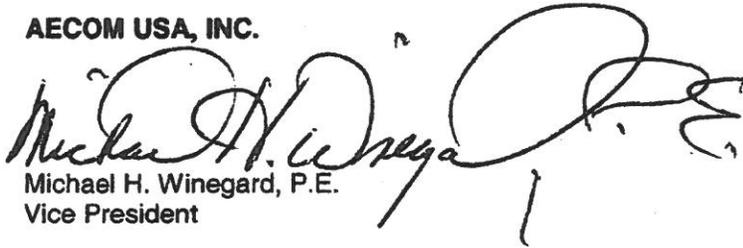
Please advise us of the Commission's decision regarding the award of contract so that Contract Documents for execution can be prepared.

Mr. Robert Martin
September 8, 2009
Page 3

Should you have any questions regarding the above, please contact us.

Very truly yours,

AECOM USA, INC.

A handwritten signature in black ink, appearing to read "Michael H. Winegard, P.E.", written over a printed name and title. The signature is stylized and cursive.

Michael H. Winegard, P.E.
Vice President

MHW/jb

Cc: Mr. Nick Kottmeyer, DuPage County

DuPage Water Commission DuPage County Meter/Pressure Adjusting Stations 9A & 9B AECOM Project Nos. 60092726 & 60092727				1:00 P.M. LOCAL TIME WEDNESDAY, SEPTEMBER 2, 2009 Elmhurst, Illinois 60126-4642 600 East Butterfield Road				CERTIFIED RECORD OF ALL BIDS RECEIVED BY AECOM USA, INC.				BY			
FRANK				1		2		3		4		5			
				Continental Construction Co. 1919 Greenwood Street Evanston, Illinois 60201-3908 (847) 869-3113		Manuosos General Contracting 91 Christopher Way Fox Lake, Illinois 60020 (847) 973-0600		Concord Enterprises, Inc. 570 Oakwood Road Lake Zurich, Illinois 60047 (847) 438-9388		Maxim 31632 North Ellis Drive Unit 111 Volo, Illinois 60073 (847) 740-5400		Meccon Industries 2703 Bernice Road Lansing, Illinois 60438 (708) 418-7132			
ADDENDUM NO. 1 ACKNOWLEDGED (YES/NO)				Yes		Yes		Yes		Yes		Yes			
ADDENDUM NO. 2 ACKNOWLEDGED (YES/NO)				Yes		Yes		Yes		Yes		Yes			
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
COMBINED METER/PRESSURE ADJUSTING STATION 9A															
				MS/PAS 9A		MS/PAS 9A		MS/PAS 9A		MS/PAS 9A		MS/PAS 9A			
1	For providing, performing, and completing all Work related to the substructure of the Combined Meter/Pressure Adjusting Station 9A	1	LS	-	\$325,800.00	-	\$217,600.00	-	\$263,800.00	-	\$268,812.00	-	\$324,000.00		
2	For providing, performing, and completing all Work related to the piping, valves, meters, mechanical, electrical, instrumentation and appurtenances within Owner's Meter Station substructure portion of the Combined Meter/Pressure Adjusting Station 9A	1	LS	-	\$30,000.00	-	\$80,830.00	-	\$82,700.00	-	\$77,400.00	-	\$128,300.00		
3	For remainder of Work for Owner's Meter Station portion of the Combined Meter/Pressure Adjusting Station 9A, including unit price items below														
3.1	8-inch Restrained Joint Ductile Iron Pipe in Trench	365	L.F.T.	\$140.00	\$51,100.00	-	\$51,502.00	\$83.00	\$30,295.00	\$83.00	\$30,295.00	\$105.00	\$38,325.00		
3.2	8-inch Restrained Joint Ductile Iron Pipe Fittings	1,800	LBS	\$3.00	\$5,400.00	-	\$1,980.00	\$4.00	\$7,200.00	\$4.00	\$7,200.00	\$6.00	\$10,800.00		
3.3	20-inch Butterfly Valve in Vault	1	EA	\$8,000.00	\$8,000.00	-	\$15,257.00	\$17,505.00	\$17,505.00	\$17,505.00	\$17,505.00	\$9,500.00	\$9,500.00		
3.4	8-inch Gate Valve in Vault	1	EA	\$3,000.00	\$3,000.00	-	\$9,350.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$5,600.00	\$5,600.00		
4	For providing, performing, and completing all Work related to the piping, valves, meters, mechanical, electrical, instrumentation and appurtenances within DuPage County's Pressure Adjusting Station substructure portion of the Combined Meter/Pressure Adjusting Station 9A	1	LS	-	\$30,000.00	-	\$118,610.00	-	\$148,100.00	-	\$121,490.00	-	\$191,900.00		
5	For remainder of Work for DuPage County's Pressure Adjusting Station portion of the Combined Meter/Pressure Adjusting Station 9A, including unit price items below														
5.1	8-inch Restrained Joint Ductile Iron Pipe in Trench	75	L.F.T.	\$140.00	\$10,500.00	-	\$15,686.00	\$156.00	\$11,700.00	\$156.00	\$11,700.00	\$120.00	\$9,000.00		
5.2	8-inch Restrained Joint Ductile Iron Pipe Fittings	400	LBS	\$3.00	\$1,200.00	-	\$440.00	\$5.00	\$2,000.00	\$5.00	\$2,000.00	\$6.00	\$2,400.00		
5.3	8-inch Gate Valve in Vault	1	EA	\$3,000.00	\$3,000.00	-	\$9,350.00	\$13,300.00	\$13,300.00	\$13,300.00	\$13,300.00	\$5,600.00	\$5,600.00		
9A TOTAL BASE BID AMOUNTS: LUMP SUM ITEMS				\$468,000.00		\$520,605.00		\$588,600.00		\$561,702.00		\$725,425.00			
SUM OF ITEMS NOS. 1, 2, 3, 4 & 5															
COMBINED METER/PRESSURE ADJUSTING STATION 9B															
				MS/PAS 9B		MS/PAS 9B		MS/PAS 9B		MS/PAS 9B		MS/PAS 9B			
6	For providing, performing, and completing all Work related to the substructure of the Combined Meter/Pressure Adjusting Station 9B	1	LS	-	\$124,600.00	-	\$120,825.00	-	\$146,800.00	-	\$179,208.00	-	\$185,000.00		
7	For providing, performing, and completing all Work related to the piping, valves, meters, mechanical, electrical, instrumentation and appurtenances within Owner's Meter Station substructure portion of the Combined Meter/Pressure Adjusting Station 9B	1	LS	-	\$30,000.00	-	\$125,475.00	-	\$82,700.00	-	\$107,650.00	-	\$128,275.00		
8	For remainder of Work for Owner's Meter Station portion of the Combined Meter/Pressure Adjusting Station 9B, including unit price items below														
8.1	8-inch Restrained Joint Ductile Iron Pipe in Trench	80	L.F.T.	\$150.00	\$12,000.00	-	\$12,403.00	\$80.00	\$6,400.00	\$80.00	\$6,400.00	\$120.00	\$9,600.00		
8.2	8-inch Restrained Joint Ductile Iron Pipe Fittings	350	LBS	\$3.00	\$1,050.00	-	\$385.00	\$5.00	\$1,750.00	\$5.00	\$1,750.00	\$6.00	\$2,100.00		
8.3	6-foot Diameter Valve Vault	1	EA	\$5,000.00	\$5,000.00	-	\$15,400.00	\$12,850.00	\$12,850.00	\$12,850.00	\$12,850.00	\$2,500.00	\$2,500.00		
9	For providing, performing, and completing all Work related to the piping, valves, meters, mechanical, electrical, instrumentation and appurtenances within DuPage County's Pressure Adjusting Station substructure portion of the Combined Meter/Pressure Adjusting Station 9B	1	EA	-	\$30,000.00	-	\$154,980.00	-	\$147,100.00	-	\$143,790.00	-	\$191,600.00		
10	For remainder of Work for DuPage County's Pressure Adjusting Station portion of the Combined Meter/Pressure Adjusting Station 9B, including unit price items below														
10.1	8-inch Restrained Joint Ductile Iron Pipe in Trench	45	L.F.T.	\$140.00	\$6,300.00	-	\$8,910.00	\$150.00	\$6,750.00	\$150.00	\$6,750.00	\$120.00	\$5,400.00		
10.2	8-inch Restrained Joint Ductile Iron Pipe Fittings	350	LBS	\$3.00	\$1,050.00	-	\$385.00	\$5.00	\$1,750.00	\$5.00	\$1,750.00	\$6.00	\$2,100.00		
9B TOTAL BASE BID AMOUNT:				\$210,000.00		\$438,863.00		\$406,100.00		\$460,148.00		\$526,575.00			
SUM OF ITEMS NOS. 6, 7, 8, 9 & 10															
COMBINED METER/PRESSURE ADJUSTING STATIONS 9A & 9B															
				MS/PAS 9A & 9B		MS/PAS 9A & 9B		MS/PAS 9A & 9B		MS/PAS 9A & 9B		MS/PAS 9A & 9B			
9A & 9B TOTAL BASE BID AMOUNT:				\$678,000.00		\$959,268.00		\$994,700.00		\$1,021,800.00		\$1,252,000.00			
SUM OF ITEMS NOS. 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10															
ITEM NO.	ADDITIVE ALTERNATE BID ITEMS	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
1	For providing, performing, and completing the Work with a 150-Day Completion Date instead of the 180-Day Completion Date Included in the Base Bid	1	LS	-	\$25,000.00	-	\$5,100.00	-	\$28,800.00	-	\$12,000.00	-	\$0.00		
2	For providing, performing, and completing the Work with a 120-Day Completion Date instead of the 180-Day Completion Date Included in the Base Bid	1	LS	-	\$40,000.00	-	\$8,900.00	-	\$98,800.00	-	\$20,000.00	-	\$0.00		



Memorandum

To: City Council
From: Nicole Kathman, Administrative Intern
CC: Eric Dhuse, Public Works Director
Date: March 20, 2017
Subject: Rejection of Submittals and New RFP for Downtown Projects

Summary

Recommendation to reject submittals for Downtown Sidewalk and Fence Replacement RFPs and publish a new RFP.

Background

At the end of January, we went out to RFP for sidewalks and railings in the downtown area. Two bids were received, one by Copenhaver Construction in the amount of \$25,673 and the other by Robert White Construction in the amount of \$31,718.

After going through the submitted proposals, it did not appear that the specs that we had the links to in the first RFP were utilized. In addition, neither firm submitted any supporting documents to indicate what the railing would look like. Staff was concerned that the railing would simply be a chain link fence or something of lower quality than desired. We reached out to the lowest bidder several times for clarifications and to submit an example drawing, but no response was received. With a price difference of approximately \$6,000, we did not feel it was appropriate to move forward with the second bidder without proper reasoning not to go forward with the lowest bidder.

That being said, staff thought the best solution would be to reject both bids and start over with a new RFP that provides more guidelines and a requirement to submit a railing drawing with the proposal. This new RFP draft is attached. We propose the following new timeline:

03/28/2017 Draft RFP to City Council
03/29/2017 Publish RFP
04/27/2016 Submittal Deadline
04/28/2017 – Staff Review of Submittals
05/10/2017
05/16/2017 Recommendation to Public Works Committee
05/23/2017 Recommendation to City Council
Summer 2017 Contract Begins/Construction

Recommendation

Staff recommends approval to reject the submitted proposals and to go out again for proposal with the new RFP.