

## **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, December 19, 2017 6:00 p.m.

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

### **Citizen Comments:**

Minutes for Correction/Approval: November 21, 2017

### **New Business:**

- 1. PW 2017-85 Snow Operations Report
- 2. PW 2017-86 2017 Road to Better Roads Program Change Order No. 1
- 3. PW 2017-87 2017 Road to Better Roads Program Additional Work Change Order No. 1
- 4. PW 2017-88 Center Parkway / Countryside Parkway Resurfacing Change Order No. 1
- 5. PW 2017-89 Kennedy Road Resurfacing Change Order No. 1
- 6. PW 2017-90 2018 Sanitary Sewer Lining Engineering Agreement
- 7. PW 2017-91 East Orange Street Water Main Replacement Engineering Agreement
- 8. PW 2017-92 Bristol Bay Unit 11 Partial Acceptance
- 9. PW 2017-93 Water Code Amendment Section 7-5-4-1 Meter Costs

### **Old Business:**

1. ADM 2017-70 Building Conditions Survey Results

### **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, December 19, 2017 6:00 PM

CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:	
MINUTES FOR CORRECTION/APPROVA	<u>L</u> :
1. November 21, 2017  Approved  As presented  With corrections	
NEW BUSINESS:	
1. PW 2017-85 Snow Operations Report  Moved forward to CC  Approved by Committee  Bring back to Committee  Informational Item  Notes	

2. PW 2017-86 2017 Road to Better Roads  Moved forward to CC  Approved by Committee  Bring back to Committee  Informational Item  Notes	consent agenda? Y N  —
4. PW 2017-88 Center Parkway / Countrys  Moved forward to CC  Approved by Committee  Bring back to Committee  Informational Item	side Parkway Resurfacing – Change Order No. 1  consent agenda? Y N
Notes	

5. PW 2017-89 Kennedy Road Resurfacir  Moved forward to CC  Approved by Committee  Bring back to Committee  Informational Item  Notes	consent agenda? Y N
6. PW 2017-90 2018 Sanitary Sewer Linix  Moved forward to CC  Approved by Committee  Bring back to Committee  Informational Item  Notes	consent agenda? Y N
_	Main Replacement – Engineering Agreement
<ul><li>☐ Moved forward to CC</li><li>☐ Approved by Committee</li><li>☐ Bring back to Committee</li></ul>	

	PW	Moved forward to CC	-
l I		Approved by Committee	
] ]		Bring back to Committee Informational Item	
ا ]			
<u> </u>		Notes	
). ]	 PW	 V 2017-93 Water Code Amendment – Se	ection 7-5-4-1 Meter Costs
[		Moved forward to CC	consent agenda? Y N
[		Approved by Committee	
		Bring back to Committee	
[		Informational Item	
[		Notes	
) B	US	SINESS:	
	1.	ADM 2017-70 Building Condition Sur	vey Results
[		Moved forward to CC	consent agenda? Y N
[		Approved by Committee	
[		Bring back to Committee	
Г		Informational Item	
l			

ADDITIONAL BUSINESS:	

\_\_\_\_\_

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



ъ.	1 T	•
PANIA	1700	2 T 7
Reviev	weu i	) V

Legal	
Finance	
Engineer	
City Administrator	
Human Resources	
Community Development	
Police	
Public Works	
Parks and Recreation	

	_	
Agenda	Item	Number

Minutes

Tracking Number

# **Agenda Item Summary Memo**

Title: Minutes of th	e Public Works Com	mittee – November 21, 2017
Meeting and Date:	Public Works Comr	mittee – December 19, 2017
Synopsis:		
Council Action Pre	viously Taken:	
Date of Action:	Acti	on Taken:
Item Number:		
Type of Vote Requi	red: Majority	
Council Action Req	uested: Committee	Approval
Submitted by:	Minute Taker Name	Department
	Age	enda Item Notes:

# **DRAFT**

# UNITED CITY OF YORKVILLE PUBLIC WORKS COMMITTEE

Tuesday, November 21, 2017, 6:00pm Yorkville City Hall, Conference Room 800 Game Farm Road

### **IN ATTENDANCE:**

### **Committee Members**

Chairman Joel Frieders Alderman Ken Koch Alderman Jackie Milschewski Alderman Seaver Tarulis

## Other City Officials

City Administrator Bart Olson Engineer Brad Sanderson, EEI

Public Works Director Eric Dhuse City Attorney Kathleen Field Orr (6:40-7:10pm)

Other Guests: None

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

**Citizen Comments:** None

**Previous Meeting Minutes**: October 17, 2017

The minutes were approved on a unanimous voice vote.

### **New Business**:

### 1. PW 2017-75 Water Department Reports for July, August and September 2017

Mr. Dhuse reported well #9 was out of service in September, but is now repaired. Well #8 absorbed the volume while #9 was down. A small correction is needed in the August report and this item moves to the consent agenda.

### 2. PW 2017-76 2017 Sanitary Sewer Lining - Change Order No. 1

Mr. Sanderson reported the project is now complete and this balancing order reduces the cost by \$400. This moves to consent agenda.

- 3. PW 2017-77 West Washington Street Water Main Improvements Change Order No. 1 This project is also complete and the cost was reduced by \$25,000 with this change order. To consent.
- **4.** PW 2017-78 Countryside Water Main and Roadway Improvements Change Order No. 2 The change order resulted in a reduction of \$320,000+ for several items not used in this project which is now complete. To consent agenda.

### 5. PW 2017-79 Kennedy Road Shared Use Path (ITEP) – Authorization No. 3

An extra \$5,000 was needed for flaggers required by the railroad for right-of-way work and Mr. Sanderson is recommending approval. A final balancing order is anticipated. He said some punchlist items remain and completion is not expected until mid-2018. Alderman Tarulis asked why trees were not planted to replace the ones removed. Mr. Dhuse said the previous trees were a factor in accidents and also contributed to the bad road conditions there. Autumn Creek also has plans for this area. This moves to consent.

### 6. PW 2017-80 Fountain Village - Completion of Improvements - Engineering Agreement

Mr. Sanderson said the city had an agreement with a bank to obtain funds for completion of improvements. The letter of credit was called in August. A bid package will be drafted and the work will start in April. If the agreement still requires Council approval, it will be placed on the consent agenda.

### 7. PW 2017-81 Kendall County TAP Grant Application

Mr. Olson said the city has applied for this grant for Rt. 47 and part of Kennedy. If the ITEP does not go through for Fox Rd., then the City would apply for TAP through the County to identify a corridor for Fox Rd. He said there is no penalty to withdraw from the TAP grant. ITEP results are given in September and the County announces their grants in May. The TAP is \$50,000 and ITEP is about \$750,000 to 1 million. If the City received an ITEP, a matching funding source would have to be found. This moves to consent.

### 8. ADM 2017-82 Mill Street Parking

Mr. Olson said there are restrictions on both sides of the street. The signs say 'no parking on pavement'. Staff recommends amending the ordinance to say no parking permitted on the pavement or grass'. This moves to the consent agenda.

### 9. PW 2017-83 Traffic Control Signs - Heustis/Van Emmon

Mr. Sanderson said this intersection was evaluated for sight distance concerns, crash data, icy weather conditions, poor lighting, etc. He said it is a collector street and data supports having the stop signs on Heustis. Alderman Milschewski said drivers simply do not stop at the intersection and accidents there were most likely from the weather conditions. After much discussion, she ultimately suggested it remain the same. Mr. Olson said the study results did not support a 4-way stop and said the City could be liable if decisions are made on personal feelings as opposed to the data. Aldermen Tarulis and Koch supported a 4-way stop. Traffic counts show 2,000 vehicles a day on Van Emmon. Alderman Tarulis asked if there are any plans for pedestrian crossings. Ms. Milschewski noted that as the area becomes developed there will be more pedestrians. Chairman Frieders suggested observing the location for two more months and re-evaluate. The committee was undecided on action and will move this to Council for further discussion and input.

### 10. PW 2017-84 Solid Waste Contract – Food Scraps Update

Mr. Olson will give an update when information is received from the hauler.

### **Old Business:**

### 1. ADM 2017-70 Building Conditions Survey Results

The city hall and 610 Tower Lane were reviewed. The recommendation is to not maintain the Tower Lane location, but to maintain the city hall for future use. The roof on city hall needs to be replaced

which will not be deferred. If there are no life safety issues, no other maintenance will be done at this time. Alderman Koch was concerned that the report does not discuss revenue streams for repairs. Mr. Olson said the scope of the survey did not include funding. The Administration Committee decided to review 2-3 buildings per meeting and these buildings will be discussed at other committees also. Additional buildings will be addressed next month.

### 2. PW 2014-74 Railroad Quiet Zones

Mr. Sanderson reported on follow-up requested from a previous meeting. He said a partial quiet zone requires everything that a full zone requires, thus no cost savings. He said 2 Illinois Railnet crossings could be considered separately, but all others fall outside the required parameters. Regarding the BNSF, improvements would be minimal for quiet zones. Kendall County is researching the Cannonball crossing for a quiet zone. Mr. Dhuse said the number of trains per day changes since BNSF tells Railnet when they can go to Aurora. Overall there are fewer trains now due to less fracking. No further action will be taken at this time.

### Additional Business: None

There was no further business and the meeting was adjourned at 7:08pm.

Minutes respectfully transcribed by Marlys Young, Minute Taker



Reviewed By:	
Legal	
Finance Engineer	
City Administrator	
Human Resources Community Development	
Police	
Public Works	
Parks and Recreation	$\sqcup$

Agenda Item Number
New Business #1
Tracking Number
PW 2017-85

# **Agenda Item Summary Memo**

Title: Snow Remov	al Update	
<b>Meeting and Date:</b>	Public Works Committee - Dec	ember 19, 2017
Synopsis: Monthly	update of snow removal operatio	ns
Council Action Prev	viously Taken:	
	•	
Date of Action:	Action Taken:	
Item Number:		
Type of Vote Requi	red: None, informational only	
<b>Council Action Req</b>	uested:	
Submitted by:	Eric Dhuse	Public Works
	Name	Department
	Agenda Item N	Notes:



# Memorandum

To: Public Works Committee

From: Eric Dhuse, Director of Public Works

CC: Bart Olson, Administrator

Date: December 11. 2017 Subject: Monthly snow report

### Summary

Monthly report of manpower, resources and time spent snow plowing and salting

### **Background**

**12/7-12/8/2017** – sprayed brine solution on city streets in anticipation of forecast snow on 12/9. Two employees spent 12 hours each spreading brine. Approximately 5000 gallons of brine were used.

12/9/2017 - 8 large dump trucks and 2 small dump trucks were used to spread salt on all city streets and parking lots. The operation lasted from approximately 7:00 am - 10:00am and there was 100 tons of salt used.

## Recommendation

With only a slight chance of snow on Sunday, we are taking this week to recalibrate our brine and salt equipment now that we have had a chance to use them and get a good base line for reference.



Rev	iewed	By:

Legal	
Finance	
Engineer	
City Administrator	
Human Resources	
Community Development	
Police	
Public Works	
Parks and Recreation	

Agenda	Item	Num	beı

New Business #2

Tracking Number

PW 2017-86

# **Agenda Item Summary Memo**

Title: 2017 Roads to E	Better Roads	
Meeting and Date: $\underline{P}$	ublic Works Committee – Decemb	per 19, 2017
Synopsis: Consideration	on of Change Order No. 1 and Fina	al
Council Action Previo	usly Taken:	
Date of Action:	Action Taken:	
Item Number:		
Type of Vote Required		
Council Action Reque	sted: Consideration of Approval	
Submitted by:	Brad Sanderson Name	Engineering 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: December 19, 2017

Subject: 2017 RTBR Change Order No. 1 – MFT

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

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

### **Background:**

The United City of Yorkville and D Construction, Inc. entered into an agreement for a contract value of \$607,981.72 for the above referenced project.

Construction is now substantially complete.

## **Questions Presented:**

Should the City approve Change Order No. 1 - MFT, which would <u>decrease</u> the original contract by \$111,738.07?

### **Discussion:**

The Change Order included additions/deletions to the contract quantities to reflect as-built quantities and new pay items for unexpected field conditions (see attached for detail).

No additional change orders are anticipated as the project is complete. We anticipate final contract values of \$496,243.65 for the original contract.

We are recommending approval of the Change Order.

### **Action Required:**

Consideration of approval from the City Council for the Change Order.



# Request for Approval of Change in Plans

Date:	11/	27/2017		•				County:		Kendall	
Request No	1	X	Final				Road District of	or Municipality:	Ur	nited City of Yorkvil	le
Contractor:	D	Constructio	n Inc	_				Section No.	,	17-00000-00-GM	
Address:	14	188 S. Broa	dway	÷							
	Cc	oal City, IL 6	60416	-							
l recommer	d that this		uction nsion, deduction)	be made	from (to, from)	the above co	ntract.				

The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the unit prices.

Item Description	Unit	Quantity	Unit Price	Addition(A) or Deduction(D)	Т	otal Addition	То	tal Deduction
BIT MATLS TACK CT	POUND	19379.00	0.01	D	\$	•	\$	193.79
HMA SURF REM BUTT JT	SQ YD	489.40	9.00	D	\$		\$	4,404.60
LEV BIND HM N50	TON	90.00	80.00	D	\$	\ <del>\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\</del>	\$	7,200.00
LEV BIND MM N50	TON	71.50	55.00	Α	\$	3,932.50	\$	1.5
HMA SC "D" N50	TON	13.35	55.00	D	\$		\$	734.25
INCIDENTAL HMA SURF	TON	76.90	90.00	D	\$	72	\$	6,921.00
PCC DRIVEWAY REMOVAL	SQ YD	30.00	20.00	D	\$		\$	600.00
PCC DRIVEWAY REPL 6"	SQ YD	30.00	66.00	D	\$	( •	\$	1,980.00
PCC SIDEWALK REMOVAL	SQ FT	825.00	2.00	D	\$	155	\$	1,650.00
PCC SIDEWALK 5"	SQ FT	836.20	6.50	D	\$	N <del>a</del>	\$	5,435.30
DETECTABLE WARNINGS	SQ FT	134.00	25.00	D	\$	*	\$	3,350.00
HMA SURF REM 1 1/2	SQ YD	21.90	1.25	Α	\$	27.38	\$	141
HMA SURF REM 2 1/2	SQ YD	30.90	3.00	D	\$	1(4)	\$	92.70
CLASS D PATCH 4 INCH	SQ YD	3057.40	33.00	D	\$	-	\$	100,894.20
COMB CC&G REM & REPL	FOOT	233.50	35.00	D	\$	1(6)	\$	8,172.50
MAN ADJ NEW T1F&L	EACH	16.00	850.00	D	\$	Æ	\$	13,600.00
SAN MH ADJ NEW T1F CL	EACH	4.00	1,000.00	D	\$	- 6	\$	4,000.00
INLETS TO BE ADJUSTED	EACH	6.00	500.00	D	\$	8	\$	3,000.00
VALVE BOXES ADJ	EACH	4.00	150.00	Α	\$	600.00	\$	-
RESTORATION	SQ YD	2186.00	12.00	D	\$		\$	26,232.00
AGG WEDGE SHLD TYPE B	TON	31.31	30.00	Α	\$	939.30	\$	-
SEAL COAT W/ CR & CF	SQ YD	1739.00	1.41	D	\$		\$	2,451.99
THPL PVT MK LTR & SYM	SQ FT	24.00	4.07	D	\$		\$	97.68
THPL PVT MK LINE 4	FOOT	2066.00	0.55	D	\$		\$	1,136.30
THPL PVT MK LINE 6	FOOT	9.00	0.83	Α	\$	7.47	\$	===
LEV BIND MM N50 (PRK LOT)	TON	85.39	58.00	Α	\$	4,952.62	\$	<b>2</b>
HMA SC "D" N50 (PRK LOT)	TON	372.52	58.00	Α	\$	21,606.16	\$	-
HMA SURF REM 3 (PRK LOT)	SQ YD	95.60	2.50	D	\$	2	\$	239.00
HMA SURF REM 4 (PRK LOT)	SQ YD	77.10	2.60	Α	\$	200.46	\$	#
CRACK SEALING	FOOT	870.00	2.72	D	\$	*	\$	2,366.40
HMA SURF REM VAR DP SP	SQ YD	48.50	5.00	D	\$		\$	242.50
CLASS D PATCH 2-1/2 INCH	SQ YD	2128.90	23.00	Α	\$	48,964.70	\$	7
SAN STRUCTURE REPAIR	UNITS	2025.55	1.00	Α	\$	2,025.55	\$	2
					\$	-	\$	-
	•		Tot	al Changes:	\$	83,256.14	\$	194,994.21

Total Net Change:	\$ (111,738.07	7)
Amount of Original Contract:	\$ 607,981.72	2
Amount of Previous Change Orders:	\$ -	_
Amount of adjusted/final contract:	\$ 496,243.68	5
Total net deduction to date standard to date standard to date	(111,738.07) which is	% of the contract price.
State fully the nature and reason for the cha	inge: All changes reflect final me	easured quantities. See attached for changes which in exce
	of \$10,000	
		or more, or the time of completion is increased or
decreased by 30 days or more, one of the fo	ollowing statements must be check	ked:
The undersigned has determine the time the contract was signed		necessitate this change were not reasonably foreseeable at
The undersigned has determine	ed that the change is germane to	the original contract as signed.
X The undersigned has determine	ed that this change is in the best i	nterest of the Local Agency and is authorized by law.
	Prepar	Engineering Enterprises, Inc.
For Occuptional Bood District Dustine		Title of Preparer
For County and Road District Projec	its	For Municipal Projects
Highway Commissioner		Municipal Officer
Date		Title of Municipal Officer
Submitted/Approved		Date
County Engineer/Superintendent of Highway  Date	ys Approv	red
	37	Regional Engineer
		Date
Note: Make out separate form for change in Give net quantities Submit 6 Originals	າ length quantities.	

Reasons for changes to pay items in which the change to the contract exceeds \$10,000.00;

### Class D Patches, 4 inch

Decrease of \$100,894.20.

Patches were laid out once the existing HMA surface was removed or in locations where no milling was to take place. In the locations where the HMA surface was removed, the remaining asphalt thickness did not exceed 2.5". The Contractor agreed to preform patching at 2.5" under a separate Agreed Unit Price. This change reflects the actual field measurements.

### Manhole Adjustment with New Type 1 Frame & Lid

Decrease of \$13,600.00

There was an error in the plans which resulted in a decrease in the number of adjustment which needed to be performed. This change reflects actual field measurements.

### Restoration

Decrease of \$26,232.00

This work was called for at various locations throughout the project including along residential streets in which the profile of the road was raised. Restoration was not required along several of the streets due to a combination of locations where the existing turf was already above the existing roadway and spot repairs that were performed by the City or individual residents. This changes reflects actual field measurements.

### Hot-Mix Asphalt Surface Course, Mix "D" N50 (Parking Lot)

Increase of of \$21,606.16.

Several parking lots included in the project called for a 3-inch HMA Surface Removal. While doing the removal, the existing pavement was found to be  $\pm$ 1-3-3/4" thick. The existing \( \frac{3}{4}\)" was in poor condition and was not stable enough to support construction traffic or provide a stable base for subsequent paving operations. Additional existing HMA was removed which led to an increase in the amount of HMA surface course delivered to the project. This change reflects actual delivered tonnages.

#### AUP - Class D Patches, 2-1/2 inch

Increase of of \$48,964.70.

As stated above in the description for Class D Patches 4 inch, the Contractor performed 2-1/2" patching at an Agreed Unit Price. The email with the AUP is attached. This change reflects actual field measurements.

# Force Account – Sanitary Structure Repair

Increase of of \$2,025.55.

A sanitary manhole was found damaged while performing an adjustment. Additional work was tracked on a time and material basis. The final bill is attached.

# Michael R. Brouch

From:

Ken Wilhelmi <k.wilhelmi@dconstruction.net>

Sent:

Tuesday, July 18, 2017 8:10 AM

To:

Michael R. Brouch

Subject:

Yorkville MFT

2.5" Patching ~1200 sy @ \$23/sy

Contract:

### **D** Construction 1488 So. Broadway Coal City, IL 60416

**Customer: City Of Yorkville** 

Job: 17-00047-2017 MFT & LOCAL PROGRAM

Force account bill for: Sanitary Structure Repair

Auth. No:

County: KENDALL

Section: 17-00000-00-GM

Torce account bill for. Saintai	y Otructu	iie iveha	ш										Ş.	ection: 17-	00000-00-0	IVI	
Labor Week End Date 08/13/17	08/07/17	08/08/17	08/09/17	08/10/17	8/11/17	08/12/17	08/13/17	Extra Earning	S.T.	O.T.	D.T.	Rate	Insurance Amount	Payroll Amount	Earnings to Date	F.U.T	S.U.T
Adrian Balderas, Laborer Journeyman	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	6.00	0.00	0.00	41.20	247.20	247.20	40,060.10	0.00	0.00
Scott Lightbody, Laborer Journeyman	0.00	0.00	0.00	0.00	5.50	0.00	0.00	0.00	5.50	0.00	0.00	41.20	226.60	226.60	24,718.65	0.00	0.00
								W	eek End	ding 08/	13/17	-	473.80	473.80	-	0.00	0.00
								3		Total P	ayroll		-	473.80			
Chicago Laborers						11.50	Hours @ 27	7.79						319.59			
										Total I	Fringe			319.59			
									Sub	total L	abor		-	793.39			
								Plus	35.00%	6 of \$7	93.39			277.69			
									То	tal La	bor		<u> </u>	1,071.08			
Payroll Additives																	
Public Liability and Property Damage In	ns					4.	60% of 473	3.80						21.79			-
Workmen's Compensation Ins.						18.	38% of 473	3.80						87.08			
Fica Employer						6.	20% of 473	3.80						29.38			
FUTA							0.80% of 0	0.00						0.00			
Medicare - Employer						1.	45% of 473	3.80						6.87			
SUTA IL DCON							8.95% of (	0.00						0.00			
								Subtota	l Payro	ll Addit	tives			145.12			
								Plus	10.009	% of \$1	45.12			14.51			
								Total P	ayroll <i>i</i>	Additi	ves			159.63			

Auth. No:

### **D** Construction 1488 So. Broadway Coal City, iL 60416

**Customer: City Of Yorkville** 

	Total Labor with Additives	1,230.71	
Force account bill for: Sanitary Structure Repair		Section: 17-00000-00-GM	
Contract:		County: KENDALL	
Job: 17-00047- 2017 MFT & LOCAL PROGRAM		Auth. No:	

I hereby certify that the above statement is a copy of the portion of the payroll report which applies to the above stated work and that the rates shown for taxes and insurance are actual costs.

(Signed)

D Construction

**Customer: City Of Yorkville** 

Job: 17-00047-2017 MFT & LOCAL PROGRAM

Contract:

Force account bill for: Sanitary Structure Repair

Auth. No:

County: KENDALL

Section: 17-00000-00-GM

Equip Week End Date 08/13/17	08/07/17	08/08/17	08/09/17	08/10/17	08/11/17	08/12/17	08/13/17	T	otal Hours	Rate	Amount	
Chevy C2500	0.00	0.00	0.00	0.00	6.00	0.00	0.00		6.00	19.18	115.08	
Jd 470g Excavator	0.00	0.00	0.00	0.00	2.00	0.00	0.00		2.00	161.23	322.46	
								Week I	Ending 08/13/11	7	437.54	
								Subtota	l Equipipment		437.54	
								Total E	quipipment		437.54	
Material	×					UOI	M	Quantity	Unit Cost		Amount	
Carroll Distributing Inc. Mortar Mix						EA		2.00	5.6	64	11.28	
East Jordan Iron Works Inc. FRAM	E					EA		1.00	285.0	00	285.00	
								Sul	btotal Material		296.28	
								Plus 15.	00% of \$296.2	8	44.44	
								To	otal Material		340.72	

This is to certify that the material entered on this force account bill which was taken from is shown at our cost.

(Signed) D Construction Total Labor 1.230.71 Total Equipment Expense 437.54 Total Material Expense 340.72 Total 2,008.97 Bond .75% 15.07 Plus 10% on Bond 1.51 2,025.55 Total Bill

Bill: 10/17 - 61

D Construction 1488 So. Broadway Coal City, IL 60416

Page 4 of 4

**Customer: City Of Yorkville** 

Job: 17-00047-2017 MFT & LOCAL PROGRAM

Contract:

Force account bill for: Sanitary Structure Repair

Auth. No:

County: KENDALL

Section: 17-00000-00-GM

Resident



Reviewed By:	
Legal Finance Engineer City Administrator Human Resources	
Community Development	

Agenda Item Number
New Business #3
Tracking Number
PW 2017-87

# **Agenda Item Summary Memo**

Police Public Works Parks and Recreation

Title: 2017 Roads t	to Better Roads								
Meeting and Date: Public Works Committee – December 19, 2017									
Synopsis: Consider	ation of Change Order No. 1 and Fina	al – Additional Work							
Council Action Pre	viously Taken:								
Date of Action:	Action Taken:								
Item Number:									
Type of Vote Requi	red:								
	uested: Consideration of Approval								
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: December 11, 2017

Subject: 2017 RTBR Change Order No. 1 – Additional Work

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

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

### **Background:**

The United City of Yorkville and D Construction, Inc. entered into an agreement for Additional Work with a contract value of \$454,857.47 for the above referenced project.

Construction is now substantially complete.

### **Questions Presented:**

Should the City approve Change Order No. 1 – Additional Work, which would <u>decrease</u> the original contract by \$22,081.07?

### **Discussion:**

The Change Order included additions/deletions to the contract quantities to reflect as-built quantities and new pay items for unexpected field conditions (see attached for detail).

No additional change orders are anticipated as the project is complete. We anticipate final contract values of \$432,776.40 for the additional work.

We are recommending approval of the Change Order.

### **Action Required:**

Consideration of approval from the City Council for the Change Order.



# Request for Approval of Change in Plans

Date:	11/27/2017		County:	Kendall
Request No1	X Final		Road District or Municipality:	United City of Yorkville
Contractor:	D Construction Inc.		Section No.	17-00000-00-GM
Address:	1488 S. Broadway			
	Coal City, IL 60416	E 2		
I recommend th	nat this deduction (addition, extension, deduction)	be made from (to, from)	the above contract.	

The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the unit prices.

Item Description	Unit	Quantity Unit Price Addition(A) or Deduction(D) Total Addition		Total Addition		То	tal Deduction	
BIT MATLS TACK CT	POUND	16406.00	0.01	D	\$	V#	\$	164.06
HMA SURF REM BUTT JT	SQ YD	40.80	9.00	D	\$	(4)	\$	367.20
LEV BIND MM N50	TON	211.16	55.00	D	\$	( e)	\$	11,613.80
HMA SC "D" N50	TON	375.86	55.00	Α	\$	20,672.30	\$	( <del> </del> €:
PCC DRIVEWAY REMOVAL	SQ YD	30.00	20.00	D	\$	/, <del>5</del> /	\$	600.00
PCC DRIVEWAY REPL 6"	SQ YD	30.00	66.00	D	\$	·	\$	1,980.00
PCC SIDEWALK REMOVAL	SQ FT	39.90	2.00	Α	\$	79.80	\$	(F#1
PCC SIDEWALK 5"	SQ FT	68.10	6.50	D	\$	78	\$	442.65
DETECTABLE WARNINGS	SQ FT	59.70	25.00	D	\$	(je)	\$	1,492.50
HMA SURF REM 1 1/2	SQ YD	92.60	1.25	Α	\$	115.75	\$	(S#2)
HMA SURF REM 2 1/2	SQ YD	7.90	3.00	Α	\$	23.70	\$	( <del>-</del>
CLASS D PATCH 4 INCH	SQ YD	1496.00	33.00	D	\$	022	\$	49,368.00
COMB CC&G REM & REPL	FOOT	112.00	35.00	D	\$	1 = E	\$	3,920.00
MAN ADJ NEW T1F&L	EACH	2.00	850.00	D	\$	3:46	\$	1,700.00
SAN MH ADJ NEW T1F CL	EACH	3.00	1,000.00	Α	\$	3,000.00	\$	/ <del>**</del>
INLETS TO BE ADJUSTED	EACH	2.00	500.00	А	\$	1,000.00	\$	9.7%
RESTORATION	SQ YD	250.70	12.00	D	\$	<u> </u>	\$	3,008.40
THPL PVT MK LTR & SYM	SQ FT	48.00	4.07	D	\$	740	\$	195.36
THPL PVT MK LINE 4	FOOT	4497.00	0.55	D	\$	7美(	\$	2,473.35
LEV BIND MM N50 (PRK LOT)	TON	96.89	58.00	D	\$	29:	\$	5,619.62
HMA SC "D" N50 (PRK LOT)	TON	312.90	58.00	Α	\$	18,148.20	\$	2#3
HMA SURF REM 3 (PRK LOT)	SQ YD	12.70	2.50	Α	\$	31.75	\$	-
CRACK SEALING	FOOT	21.00	2.72	D	\$	125	\$	57.12
INLET ADJ NEW T3 F&G	EACH	8.00	850.00	D	\$	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	\$	6,800.00
CLASS D PATCH 2-1/2 INCH	SQ YD	456.70	23.00	Α	\$	10,504.10	\$	
INLET ADJ NEW 7525Z F&G	EACH	8.00	975.00	А	\$	7,800.00	\$	2.81
PARKING LOT UNDERCUT	UNITS	3849.39	1.00	Α	\$	3,849.39	\$	0.54
SUNDAY CRACK SEAL LABOR	L SUM	1.00	2,496.00	А	\$	2,496.00	\$	2
					\$		\$	5#1
					\$		\$	· · · · · · · · · · · · · · · · · · ·
					\$	:•:	\$	· ·
					\$		\$	253
					\$		\$	3
					\$		\$	
			Tot	al Changes:	\$	67,720.99	\$	89,802.06

Total Net Change:	\$	(22,081.07)	e:	
Amount of Original Contract:	\$	454,857.47	s	
Amount of Previous Change Orders:	\$	2	ē	
Amount of adjusted/final contract:	\$	432,776.40	2.	
Total net deduction to date \$		(22,081.07) which is		4.85 % of the contract price.
State fully the nature and reason for the char	nge: All	changes reflect final mea	sure	d quantities. See attached for changes which in excess
		of \$10,000.		
When the net increase or decrease in the co decreased by 30 days or more, one of the fo				, or the time of completion is increased or
The undersigned has determine the time the contract was signed		circumstances which ne	cessi	tate this change were not reasonably foreseeable at
The undersigned has determine	d that the	change is germane to th	e oriç	ginal contract as signed.
X The undersigned has determine	d that this	change is in the best int	erest	of the Local Agency and is authorized by law.
		Prepared	d by:	Engineering Enterprises, Inc. Title of Preparer
For County and Road District Project	ts			For Municipal Projects
Highway Commissioner				Municipal Officer
Highway Commissioner  Date	-	:		Title of Municipal Officer
Submitted/Approved		,		Date
Submitted/Approved				Date
County Engineer/Superintendent of Highway	s	Approve	d	
Date				
				Regional Engineer
				Date
Note: Make out separate form for change in Give net quantities Submit 6 Originals If plans are required attached 3 sets.	length qu	uantities.		

Reasons for changes to pay items in which the change to the contract exceeds \$10,000.00:

### Level Binder Machine Method, N50

Decrease of \$11,613.80.

Milling thicknesses were adjusted to prevent delamination of existing HMA lifts to remain. This led to a decrease of the material used as Level Binder. This change reflects the actual tonnage delivered.

### Hot-Mix Asphalt Surface Course, Mix "D" N50

Increase of \$20,672.30.

Additional HMA Surface Course was delivered to increase the cross slope of Spring Street and Walsh Drive to provide better drainage. This change reflects the actual tonnage delivered.

### Class D Patches, 4 inch

Decrease of \$49,368.00.

Patches were laid out once the existing HMA surface was removed or in locations where no milling was to take place. In the locations where the HMA surface was removed, the remaining asphalt thickness did not exceed 2.5". The Contractor agreed to preform patching at 2.5" under a separate Agreed Unit Price. This change reflects the actual field measurements.

### Hot-Mix Asphalt Surface Course, Mix "D" N50 (Parking Lot)

*Increase of \$18,148.20.* 

Several parking lots included in the project called for a 3-inch HMA Surface Removal. While doing the removal, the existing pavement was found to be +/-3-3/4" thick. The existing ¾" was in poor condition and was not stable enough to support construction traffic or provide a stable base for subsequent paving operations. Additional existing HMA was removed which led to an increase in the amount of HMA Level Binder delivered to the project. This change reflects actual delivered tonnages.

#### AUP - Class D Patches, 2-1/2 inch

*Increase of \$10,504.10.* 

As stated above in the description for Class D Patches 4 inch, the Contractor performed 2-1/2" patching at an Agreed Unit Price. The email with the AUP is attached. This change reflects actual field measurements.

### AUP – Inlet Adjustment with New 7525Z Frame and Grate

*Increase of \$7,800.00.* 

Several Inlet adjustments required custom frame and grates to match the existing curb and gutter type. The contractor provided an AUP for the item which replaced the contract line item "Inlet Adjustment with New Type 3 Frame and Grate." The email with the Agreed Unit Price is attached.

### Force Account - Parking Lot Undercut

Increase of \$3,849.39.

The base of the City Parking Lot (Old Second Bank Building) was a saturated clay and was not suitable for paving over. The Contractor performed undercuts of the existing base on a time and material basis. The Force Account bill is attached.

### AUP - Sunday Crack Seal Labor

*Increase of \$2,496.00.* 

The Subcontractor required an upcharge for Sunday Work. A letter stating the amount for the upcharge is attached.

# Michael R. Brouch

From:

Ken Wilhelmi <k.wilhelmi@dconstruction.net>

Sent:

Tuesday, July 18, 2017 8:10 AM

To:

Michael R. Brouch

Subject:

Yorkville MFT

2.5" Patching ~1200 sy @ \$23/sy



General Contractor

# "D" Construction, Inc.

1488 South Broadway • Coal City, IL 60416 Office (815) 634-2555 • FAX (815) 634-8748

United City of Yorkville
610 Tower Lane
Yorkville, IL 60560
Attn: Michael R. Brouch

July 7, 2017

Re: 2017 MFT - Frame & Grate 7525Z AUP

### Gentlemen:

In reference to the above captioned project, it is our pleasure to quote you on additional paving work.

\$ 0	Bid	1 2	S 4	* *
DESCRIPTION	Quantity	Unit Unit Price	Amount	
MANHOLE ADJ W/NEW F&G 7525Z	06	EA \$975.00	\$8.775.00	7,800.00 MRB
MANHOLE ADJ WINEW F&G 75252	9.0	~ \$375.00	30,775.00	0.4
	7.05	TOTAL	\$8,775.00	7,800.00 mkg

### Qualifications: PLEASE NOTE

- \* Final billing shall be based upon the actual quantities of work performed at the unit prices quoted above.
- \* We must have a signed contract within 30 days in order to hold these prices. .
- \* Terms of payment will be agreed upon before any work is started.

Respectfully submitted,

17-00047

"D" Construction, Inc.

**Customer: City Of Yorkville** 

Job: 17-00047-2017 MFT & LOCAL PROGRAM

Contract:

Force account bill for: PARKING LOT STONE

Auth. No:

County: KENDALL

Section: 17-00000-00-GM

Torce account bill for 17 data	OLOI	OTONE											Se	CHON; 17-	00000-00-0	IVI	
Labor Week End Date 10/01/17	09/25/17	09/26/17	09/27/17	09/28/17	09/29/17	09/30/17	10/01/17	Extra Eaming	S.T.	0.Т.	D.Te	Rate	Insurance Amount	Payro!l Amount	Eamings to Date	F.U.T	S.U.T
Darik Wilson, Operator Journeyman	0.00	6.50	0.00	0.00	0.00	0.00	0.00	0.00	5.00	1.50	0.00	48.30	313.95	350.18	97,991.77	0.00	0.00
Scott Mcgurk, Laborer Journeyman	0.00	7.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00	1.00	0.00	41.20	288.40	309.00	65,383.20	0.00	0.00
								We	ek End	ling 10/	01/17		602.35	659.18		0.00	0.00
										rotal Pa	ayroll			659,18			
Chicago Laborers						7.00	Hours @ 27	7.79						194.53			
Operators 150						6.50	Hours @ 37	7.48						243.62			
										Total F	Fringe			438.15			
									Sub	total La	abor			1,097.33			
								Plus 3	5.00% (	of \$1,0	97.33			384.07			
									To	tal Lal	bor			1,481.40			
Payroll Additives																	
Public Liability and Property Damage In	S					4.	.60% of 659	9.18					***************************************	30.32			
Workmen's Compensation Ins.						18.	.38% of 602	2.35						110.71			
Fica Employer						6.	.20% of 659	9.18						40.87			
FUTA							0.80% of (	0.00						0.00			
Medicare - Employer						1.	.45% of 659	9.18						9.56			
SUTA IL DCON							8.95% of	0.00						0.00			
								Subtotal	Payrol	l Addit	ives			191.46			
									10.00%				h	19.15			
								Total Pa	ayroli /	Additiv	/es		·	210.61			

**Customer: City Of Yorkville** 

|--|

Contract:

Force account bill for: PARKING LOT STONE

Auth. No:

County: KENDALL

Section: 17-00000-00-GM

Total Labor with Additives

1,692.01

I hereby certify that the above statement is a copy of the portion of the payroll report which applies to the above stated work and that the rates shown for taxes and

insurance are actual costs.

(Signed)

D Construction

**Customer: City Of Yorkville** 

Job: 17-00047-2017 MFT & LOCAL PROGRAM

Contract:

Force account bill for: PARKING LOT STONE

Auth. No:

County: KENDALL

Section: 17-00000-00-GM

											555110111 17 55	000 00 0,
Equip Week End Date 10/01/17	09/25/17	09/26/17	09/27/17	09/28/17	09/29/17	09/30/17	10/01/17	7	Total Hours	Rate	Amount	
Gradall XI4100	0.00	6.50	0.00	0.00	0.00	0.00	0.00		6.50	112.05	728.33	
								Week	Ending 10/01/17		728.33	
								Subtota	al Equipipment		728.33	
								Total I	Equipipment		728.33	
SL / Rented Equpment						UO	M	Quantity	Unit Cost		Amount	
M.d. Miller Trucking And Topsoil Inc.						HR		5.50	105.00		577.50	
Tkt Trucking Inc.						HR		4.50	100.00		450.00	
							Su	btotal SL / Rer	ited Equpment		1,027.50	
								Plus 5.0	0% of \$1,027.50		51.38	
							Tot	al SL / Rente	d Equpment		1,078.88	
Material						UOI	M	Quantity	Unit Cost		Amount	
Central Limestone Co. Inc. PGE	111111111111111111111111111111111111111		3			TO	N	61.58	4.50		277.11	
								Su	ıbtotal Material		277.11	κ.
								Plus 15	.00% of \$277,11		41.57	
								Т	otal Material		318.68	

**Customer: City Of Yorkville** 

Job: 17-00047-2017 MFT & LOCAL PROGRAM

Contract:

Force account bill for: PARKING LOT STONE

Auth. No:

County: KENDALL

Section: 17-00000-00-GM

This is to certify that the material entered on this force account bill which was taken from is shown at our cost.

(Signed)	MA PERSILON	
	D Construction	
Total Labor		1.692.01
Total Equipment Expense		728.33
Total Subcontractor Expense		1,078.88
Total Material Expense		318.68
	Total	3,817.90
	Bond .75%	28.63
72	Plus 10% on Bond	2.86
	Total Bill	3,849.39
	Resident	
	DESIDEIII	

# Michael R. Brouch

From:

Ken Wilhelmi <k.wilhelmi@dconstruction.net>

Sent:

Tuesday, July 18, 2017 8:10 AM

To: Subject: Michael R. Brouch Yorkville MFT

2.5" Patching ~1200 sy @ \$23/sy

# DENLER,

19148 S. 104th Avenue, Mokena, IL 60448 (708) 479-5005 • Fax (708) 479-7199

www.parkinglots.net

**Estimate #: 8497** 

Submitted To: D Construction

Address:

1488 S. Broadway

Coal City, IL 60416

Contact:

Ken Wilhelmi

Date: Phone:

11/21/20

(815)955-9940 Fax: (815)634-8748

Job Name:

City Of Yorkville - 2017 - Weekend

Job Location:

Yorkville, IL

Prop. Owned By: City Of Yorkville

WEEKEND WORK - Parking Lot & Roadway area (approx. 1 Lump Sum), work to include: Additional 1. charge for crew scheduled to work a Sunday

\$2,496.00

MOBILIZATIONS: Price based on a 1 mobilization(s).

SALES TAX: Prices do not include the applicable sales tax on materials and other related taxable items to be used on this project.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.	CONFIRMED: Denler, Inc.
Buyer	Authorized Signature
Signature	
Date of Acceptance	Title David Denler, Estimator



D ' 1	-
Parmarrad	LJ T 7
Reviewed	1) V

Legal	
Finance	
Engineer	
City Administrator	
Human Resources	
Community Development	
Police	
Public Works	
Parks and Recreation	

	_		_
Agenda	Item	Num	hei

New Business #4

Tracking Number

PW 2017-88

#### **Agenda Item Summary Memo**

Title: Center Parkwa	ay / Countryside Parkway Resurfaci	ng			
<b>Meeting and Date:</b>	Meeting and Date: Public Works Committee – December 19, 2017				
Synopsis: Considera	ation of Change Order No. 1 and Fir	nal			
Council Action Prev	viously Taken:				
Date of Action:	Action Taken:				
Item Number:					
Type of Vote Requir	red:				
Council Action Req	uested: Consideration of Approval				
Submitted by:					
	Name	Department			
	Agenda Item Note	es:			



## 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: December 11, 2017

Subject: Center Parkway/Countryside Parkway Resurfacing Change Order No. 1 & Final

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

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

#### **Background:**

The United City of Yorkville and D Construction, Inc. entered into an agreement for a contract value of \$239,317.66 for the above referenced project.

Construction is now substantially complete.

#### **Questions Presented:**

Should the City approve Change Order No. 1 & Final, which would <u>decrease</u> the original contract by \$35,395.58?

#### **Discussion:**

The Change Orders included additions/deletions to the contract quantities to reflect as-built quantities and new pay items for unexpected field conditions (see attached for detail for items which exceed a \$10,000 change).

No additional change orders are anticipated as the project is complete. We anticipate a final contract value of \$209,922.08.

We are recommending approval of the Change Order.

#### **Action Required:**

Consideration of approval from the City Council for the Change Order.



## Request for Approval of Change in Plans

Date:	12	/8/2017	_			Cou	nty:	Kendall
Request No	1 ,	X Final			Road I	District or Municipal	ity:	United City of Yorkville
Contractor:		D Construction	4			Section	No	N/A
Address:	14	88 S. Broadway	×					
	Co	oal City, IL 60416	2					
l recommen	d that this	deduction (addition, extension, deduction)	_be made	from (to, from)	the above contract.			

The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the unit prices.

Item Description	Unit	Quantity	Unit Price	Addition(A) or Deduction(D)	Total Addition	То	tal Deduction
TOPSOIL F & P 4	SQ YD	75.00	10.00	D	\$	\$	750.00
SODDING SALT TOLERANT	SQ YD	75.00	10.00	D	\$ 	\$	750.00
SUPPLE WATERING	UNIT	5.00	330.00	D	\$ 1.5	\$	1,650.00
BIT MATLS TACK CT	POUND	9934.00	0.01	D	\$ 78	\$	99.34
HMA SURF REM BUTT JT	SQ YD	23.60	9.00	Α	\$ 212.40	\$	· •
LEV BIND MM N50	TON	376.03	55.00	D	\$ S#3	\$	20,681.65
HMA SC "D" N50	TON	141.60	55.00	Α	\$ 7,788.00	\$	11 <del>2</del> 7
INCIDENTAL HMA SURF	TON	10.00	150.00	D	\$ 1/2	\$	1,500.00
PC CONC SIDEWALK 5	SQ FT	166.00	7.00	А	\$ 1,162.00	\$	84
CRACK ROUTING (PAVT)	FOOT	285.00	0.04	D	\$ ( <del>+</del> )	\$	11.40
CRACK FILLING	POUND	65.00	2.51	D	\$ ()集)	\$	163.15
DETECTABLE WARNINGS	SQ FT	56.00	25.00	Α	\$ 1,400.00	\$	
HMA SURF REM 2 1/2	SQ YD	1123.30	1.50	D	\$ 	\$	1,684.95
COMB CURB GUTTER REM	FOOT	55.10	5.00	Α	\$ 275.50	\$	
SIDEWALK REM	SQ FT	161.20	2.00	Α	\$ 322.40	\$	<b>(F)</b>
CL D PATCH T1 4	SQ YD	100.00	28.00	D	\$ (#)	\$	2,800.00
CL D PATCH T2 4	SQ YD	100.00	28.00	D	\$	\$	2,800.00
CL D PATCH T3 4	SQ YD	200.00	28.00	D	\$ •	\$	5,600,00
CL D PATCH T4 4	SQ YD	468.30	26.00	D	\$ 	\$	12,175.80
MAN ADJUST	EACH	1.00	375.00	D	\$ 	\$	375.00
VV ADJUST	EACH	1.00	290.00	D	\$	\$	290.00
VALVE BOX ADJ	EACH	2.00	150.00	D	\$ 	\$	300.00
COMB CC&G TB6.12	FOOT	55.10	35.00	Α	\$ 1,928.50	\$	(2)
SHORT TERM PAVT MKING	FOOT	100.00	0.80	D	\$ -	\$	80.00
WORK ZONE PAVT MK REM	SQ FT	35.00	1.00	D	\$ -	\$	35.00
THPL PVT MK LTR & SYM	SQ FT	146.40	2.98	Α	\$ 436.27	\$	(4)
THPL PVT MK LINE 4	FOOT	60.00	1.02	Α	\$ 61.20	\$	<del>(†</del> 6)
THPL PVT MK LINE 6	FOOT	539.50	1.36	Α	\$ 733.72	\$	:0:
THPL PVT MK LINE 8	FOOT	45.10	1.70	Α	\$ 76.67	\$	3.5
THPL PVT MK LINE 12	FOOT	165.70	2.21	Α	\$ 366.20	\$	20
THPL PVT MK LINE 24	FOOT	111.70	3.85	Α	\$ 430.05	\$	· · ·
DET LOOP REPL	FOOT	13.40	33.00	D	\$ 	\$	442.20
FRAMES & LIDS SPECIAL	EACH	1.00	700.00	Α	\$ 700.00	\$	æ;
RESTORATION	SQ YD	75.00	12.00	Α	\$ 900.00	\$	:3.)
			Tota	al Changes:	\$ 16,792.91	\$	52,188.49

Total Net Change:	\$ (35,395.58)
Amount of Original Contract:	\$ 239,317.66
Amount of Previous Change Orders:	<del></del>
Amount of adjusted/final contract:	\$ 203,922.08
Total netdeduction to date\$	(35,395.58) which is14.79 % of the contract price.
State fully the nature and reason for the cha	nge: All changes reflect final measured quantities. See attached for changes which in exces
	of \$10,000.
<del></del>	
When the net increase or decrease in the codecreased by 30 days or more, one of the fo	st of the contract is \$10,000.00 or more, or the time of completion is increased or llowing statements must be checked:
The undersigned has determine the time the contract was signe	ed that the circumstances which necessitate this change were not reasonably foreseeable at
The undersigned has determine	ed that the change is germane to the original contract as signed.
The undersigned has determine	ed that this change is in the best interest of the Local Agency and is authorized by law.
	Prepared by:    Description
For County and Road District Project	ts For Municipal Projects
Highway Commissioner	Municipal Officer
Date	Title of Municipal Officer
Submitted/Approved	Date
**	
County Engineer/Superintendent of Highway	S Approved
Date	
	Regional Engineer
	Date
Note: Make out separate form for change in Give net quantities Submit 6 Originals If plans are required attached 3 sets.	length quantities.

Reasons for changes to pay items in which the change to the contract exceeds \$10,000.00:

#### **Level Binder Machine Method N50**

Decrease of \$20,681.65.

Field measurements yielded a smaller area than was called for in the plans which led to less material being need than called for in the plans. The level binder was paved at a thickness closer to 3/4" than the 1" called for in the plans.

#### Class D Patches, Type IV, 4 inches

Decrease of \$12,175.80.

Patching was laid out after the existing surface had been milled off. The existing asphalt base was in significantly better condition than assumed at the time plans were developed. The patching was determined to be unnecessary.



R	Reviewed	l By:

Legal	П
Finance	
Engineer	
City Administrator	
Human Resources	
Community Development	
Police	
Public Works	
Parks and Recreation	

			-
Agenda	Item	Num	bei

New Business #5

Tracking Number

PW 2017-89

#### **Agenda Item Summary Memo**

Title: Kennedy Road	d Resurfacing – Change Order No	o. 1
Meeting and Date:	Public Works Committee – Dece	ember 19, 2017
Synopsis: Considera	ation of Approval	
Council Action Pro-	viously Tokon	
Council Action Prev  Date of Action:	•	
Type of Vote Requir	red:	
Council Action Req	uested: Consideration of Approva	al
Submitted by:		Engineering
	Name	Department
	Agenda Item No	otes:



## Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Erin Willrett, Assistant City Administrator Krysti Barksdale-Noble, Community Dev. Dir.

Lisa Pickering, Deputy City Clerk

Date: December 19, 2017

Subject: Kennedy Road Improvements

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

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

#### **Background:**

The United City of Yorkville and Geneva Construction Co. entered into an agreement for a contract value of \$388,437.24 for the above referenced project. The intent of this project was to resurface Kennedy Road.

#### **Questions Presented:**

Should the City approve Change Order No. 1 which would <u>decrease</u> the contract amount by \$34,884.06.

#### **Discussion:**

Changes are per as-built quantities measured in the field. Please see the attached summary spreadsheet.

We are recommending approval of the change order.

#### **Action Required:**

Consideration of approval of Change Order No. 1 in the amount of \$34,884.06.

#### CHANGE ORDER

Order No1
Date: December 4, 2017
Agreement Date: May 9, 2017
NAME OF PROJECT: Kennedy Road Improvements
OWNER: United City of Yorkville
CONTRACTOR: Geneva Construction Co.
The following changes are hereby made to the CONTRACT DOCUMENTS:  1) See Attached  Change of CONTRACT PRICE:
Original CONTRACT PRICE: \$388,437.24
Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): \$388,437.24
The CONTRACT PRICE due to this CHANGE ORDER will be <del>(increased)</del> (decreased) by: \$34,884.06
The new CONTRACT PRICE including this CHANGE ORDER will be: \$353,553.18
Change to CONTRACT TIME:
The CONTRACT TIME will be (increased) (decreased) by calendar days.
The date for completion of all work will be May 1, 2018
Justification 1-19) Changes per as-built quantities measured in the field.
Approvals Required
Requested by: Geneva Construction Co.
Recommended by: Engineering Enterprises, Inc.
Accepted by: United City of Yorkville

#### **BALANCE CHANGE ORDER NO. 1** KENNEDY ROAD IMPROVEMENTS UNITED CITY OF YORKVILLE

ITEM NO.	ITEMS	LINIT	UNIT	LINIT	LINUT	CONTRACT	UNIT PRIC	ADD	ADDITIONS			DEDUCTIONS		
HEIVI NO.	TTEIVIS	ONIT	QUANTITY	UNII PRIC	QUANTITY	C	COST	QUANTITY		COST				
1	BITUMINOUS MATERIALS (TACK COAT)	20774	POUND	\$ 0.0	7786.00	\$	77.86	0.00	\$	-				
2	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	889	SQ YD	\$ 5.0	0.00	\$	-	159.00	\$	795.00				
3	LEVELING BINDER (HAND METHOD), N50	20	TON	\$ 97.0	0.00	\$	-	20.00	\$	1,940.00				
4	LEVELING BINDER (MACHINE METHOD), N50	1769	TON	\$ 57.0	0.00	\$	-	330.50	\$	18,838.50				
5	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	2654	TON	\$ 57.0	5.20	\$	296.40	0.00	\$	-				
6	INCIDENTAL HOT MIX ASPHALT SURFACING	115	TON	\$ 93.0	0.00	\$	-	46.10	\$	4,287.30				
7	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	225	SQ YD	\$ 7.0	0.00	\$	-	18.00	\$	126.00				
8	CLASS D PATCHES, 4 INCH	2844	SQ YD	\$ 24.6	0.00	\$	-	142.40	\$	3,510.16				
9	RESTORATION	512	SQ YD	\$ 11.4	0.00	\$	-	76.00	\$	870.20				
10	AGGREGATE WEDGE SHOULDER, TYPE B	610	TON	\$ 25.0	0.00	\$	-	181.50	\$	4,537.50				
11	THERMOPLASTIC PAVEMENT MARKINGS, LETTERS & SYMBOLS	59	SQ FT	\$ 4.5	146.60	\$	659.70	0.00	\$	-				
12	THERMOPLASTIC PAVEMENT MARKINGS, 4"	35205	FOOT	\$ 0.4	0.00	\$	-	597.00	\$	286.56				
13	THERMOPLASTIC PAVEMENT MARKINGS, 6"	1389	FOOT	\$ 0.9	0.00	\$	-	1056.00	\$	950.40				
14	THERMOPLASTIC PAVEMENT MARKINGS, 12"	150	FOOT	\$ 2.2	332.00	\$	747.00	0.00	\$	-				
15	THERMOPLASTIC PAVEMENT MARKINGS, 24"	50	FOOT	\$ 4.5	183.00	\$	823.50	0.00	\$	-				
16	RAILROAD PROTECTIVE LIABILITY INSURANCE	1	LSUM	\$ 4,850.0	0.00	\$	-	0.00	\$	-				
17	CRACK SEALING	200	FOOT	\$ 3.0	0.00	\$	-	200.00	\$	600.00				
18	SHORT TERM PAVEMENT MARKING	2100	FOOT	\$ 0.7	0.00	\$	-	862.00	\$	603.40				
19	WORK ZONE PAVEMENT MARKING REMOVAL	700	SQ FT	\$ 0.5	0.00	\$	-	287.00	\$	143.50				

TOTAL ADDITIONS = \$ 2,604.46

TOTAL DEDUCTIONS =

\$ (37,488.52)

ORIGINAL CONTRACT PRICE: \$388,437.24

AMOUNT OF CURRENT CHANGE ORDER: (\$34,884.06)

NEW CONTRACT PRICE: \$353,553.18



Reviewed By:	
Legal	
Finance	
Engineer	
City Administrator	
Human Resources	
Community Development	
Police	l ∐
Public Works	IШ
Parks and Recreation	

Agenda Item Number
New Business #6
Tracking Number
PW 2017-90

### **Agenda Item Summary Memo**

Title: 2018 Sanitary Sewer Lining Engineering Agreement						
Meeting and Date:	Public Works C	Committee – December 19, 2017				
Synopsis: See attached memo.						
Council Action Previously Taken:						
Date of Action:	Date of Action: Action Taken:					
Item Number:						
Type of Vote Requir	red: Majority					
Council Action Requ	uested: Approva	al				
Submitted by:	Bart Olsor	n Administration				
	Name	Department				
Agenda Item Notes:						



## Memorandum

To: City Council

From: Bart Olson, City Administrator

CC:

Date: December 13, 2017

Subject: 2018 Sanitary Sewer Lining Engineering Agreement

#### **Summary**

Approval of an engineering agreement with EEI for design and construction engineering for the 2018 sanitary sewer lining program.

#### **Background**

This item was last discussed by the City Council in October 2017, when the City Council approved an engineering agreement for design and construction engineering work related to the 2018 Road to Better Roads program. As part of that determination, the staff selected various sanitary sewers on the southeast side of the City for lining in 2018 (map included as an exhibit to the agreement). Accordingly, EEI has submitted an engineering agreement for our consideration for the design and construction engineering of the sanitary sewer lining program.

The attached contract contains a \$9,827 fixed cost for design engineering and \$9,379 cost estimate for construction engineering. These amounts are included in the FY 18 sewer fund budget.

#### Recommendation

Staff recommends approval of the engineering agreement with EEI for design and construction engineering for the 2018 sanitary sewer lining program.

THIS AGREEMENT, by and between the United City of Yorkville, hereinafter referred to as the "City" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

#### A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the included exhibits. Design and Construction engineering will be provided for sanitary sewer lining (see Exhibit 5 for project limits). Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

#### B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the ENGINEER shall be compensated for all work performed for the City prior to termination.

#### C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Exhibit 3. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$9,827 and Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$9,379. Direct expenses are estimated at \$750. The hourly rates for this project are shown in the attached 2017 Standard Schedule of Charges (Exhibit 6). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

#### D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, ENGINEER, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

#### E. Ownership of Records and Documents:

ENGINEER agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. ENGINEER agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, ENGINEER agrees to return all such materials to the City. The City agrees not to modify any original documents produced by ENGINEER without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

#### F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kendall County, Illinois.

#### G. Independent Contractor:

ENGINEER shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the ENGINEER under this agreement shall be that of an independent contractor. ENGINEER will not be considered an employee to the City for any purpose.

#### H. Certifications:

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal

sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts

involving personal services by non-resident aliens and foreign entities in accordance with
requirements imposed by the Internal Revenue Services for withholding and reporting
federal income taxes.) The Contractor certifies that he/she is a: <u>x</u> United States Citizen
Resident Alien Non-Resident Alien The Internal Revenue Service requires that
taxes be withheld on payments made to non resident aliens for the performance of
personal services at the rate of 30%.
Tax Payer Certification: Under penalties of perjury, the Contractor certifies that its
Federal Tax Payer Identification Number or Social Security Number is (provided
separately) and is doing business as a (check one): Individual Real Estate
Agent Sole Proprietorship Government Entity Partnership Tax
Exempt Organization (IRC 501(a) only) x Corporation Not for Profit Corporation
Trust or Estate Medical and Health Care Services Provider Corp.

#### I. Indemnification:

ENGINEER shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by ENGINEER or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of ENGINEER or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

#### J. Insurance:

The ENGINEER agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

#### K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attachments. Except for those terms included on the attachments, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any

manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of exhibits is as follows:

Exhibit 1: Professional Engineering Services

Limitation of Authority, Duties and Responsibilities of the Exhibit 2:

Resident Construction Observer

Estimate of Level of Effort and Associated Cost Exhibit 3:

Exhibit 4: Anticipated Project Schedule

Exhibit 5: Location Map

2017 Standard Schedule of Charges Exhibit 6:

#### L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the City: For the ENGINEER:

City Administrator and City Clerk United City of Yorkville 800 Game Farm Road

Yorkville, IL 60560

Engineering Enterprises, Inc.

52 Wheeler Road

Sugar Grove Illinois 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to thisday of	, 2017.
United City of Yorkville:	Engineering Enterprises, Inc.:
Gary Golinski Mayor	Brad Sanderson, P.E. Vice President
Beth Warren City Clerk	Angie Smith Executive Assistant

#### **EXHIBIT 1**

#### SECTION A - PROFESSIONAL DESIGN ENGINEERING SERVICES

For purposes of this Exhibit 1 and all attachments hereto, the term "contractor" shall not refer to Engineering Enterprises, Inc., but shall instead refer to individuals or companies contracted with, to construct or otherwise manage the project described herein. The ENGINEER shall furnish professional design engineering services as follows:

- 1. The ENGINEER will attend conferences with the OWNER, or other interested parties as may be reasonably necessary.
- 2. The ENGINEER will perform the necessary design surveys, accomplish the detailed design of the project, prepare construction drawings, specifications and contract documents, and prepare a final cost estimate based on final design for the entire system. It is also understood that if subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incident to such explorations shall be paid for by the OWNER as set out in Section D hereof.
- 3. The contract documents furnished by the ENGINEER under Section A-2 shall utilize IEPA endorsed construction contract documents, including Supplemental General Conditions, Contract Change Orders, and partial payment estimates.
- 4. Prior to the advertisement for bids, the ENGINEER will provide for each construction contract, not to exceed 10 copies of detailed drawings, specifications, and contract documents for use by the OWNER, appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.

- 5. The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER five sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.
- 6. The drawings prepared by the ENGINEER under the provisions of Section A-2 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section D hereof.
- 7. The ENGINEER will attend the bid opening and tabulate the bid proposal, make an analysis of the bids, and make recommendations for awarding contracts for construction.
- 8. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.

9. The ENGINEER will complete the final plans, specifications and contract documents and submit for approval of the OWNER, and all State regulatory agencies to meet the project schedule(s) as summarized in Exhibit 4: "Anticipated Project Schedule – 2018 Sanitary Sewer Lining Program" dated December 5, 2017.

#### SECTION B - PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES

The ENGINEER shall furnish professional construction engineering services as follows:

- The ENGINEER will review, for conformance with the design concept, shop and working drawings required by the construction Contract Documents and indicate on the drawings the action taken. Such action shall be taken with reasonable promptness.
- 2. The ENGINEER will interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however, guarantee the performance by any contractor.
- 3. The ENGINEER will evaluate and determine acceptability of substitute materials and equipment proposed by Contractor(s).
- 4. The ENGINEER will establish baselines for locating the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents.

- 5. The ENGINEER will provide general engineering review of the work of the contractor(s) as construction progresses to ascertain that the contactor is conforming to the design concept.
  - (a) ENGINEER shall have authority, as the OWNER's representative, to require special inspection of or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with requirements of, and the results certified indicate compliance with, the Contract Documents).
  - (b) During such engineering review, ENGINEER shall have the authority, as the OWNER's representative, to disapprove of or reject contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
- 6. The ENGINEER will provide resident construction observation. Resident construction observation shall consist of visual inspection of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents and with the design intent. Such observation shall not be relied upon by others as acceptance of the work. The ENGINEER's undertaking hereunder shall not relieve the contractor of contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner. Exhibit 2 The Limitations of Authority, Duties and Responsibilities of the Resident Construction Observer is attached to this Agreement.

- 7. The ENGINEER will cooperate and work closely with representatives of the OWNER.
- 8. Based on the ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Resident Construction Observer, and upon review of applications for payment with the accompanying data and schedules by the contractor, the ENGINEER:
  - (a) Shall determine the amounts owing to contractor(s) and recommend in writing payments to contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation).
  - (b) By recommending any payment, ENGINEER will not hereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in the Agreement and the Contract Documents. ENGINEER's review of contractor(s)' work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what

purposes any contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials equipment has passed to OWNER free and clear of any lien, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and contractor that might affect the amount that should be paid.

- 9. The ENGINEER will prepare necessary contract change orders for approval of the OWNER, and others on a timely basis.
- 10. The ENGINEER will make a final review prior to the issuance of the statement of substantial completion of all construction and submit a written report to the OWNER. Prior to submitting the final pay estimate, the ENGINEER shall submit the statement of completion to and obtain the written acceptance of the facility from the OWNER.
- 11. The ENGINEER will provide the OWNER with one set of reproducible record (as-built) drawings, and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the resident construction observer and from the resident construction observer's construction data.
- 12. If State Statutes require notices and advertisements of final payment, the ENGINEER shall assist in their preparation.
- 13. The ENGINEER will be available to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of statement of substantial completion of the facility. This service will include instruction of the OWNER in initial project operation and maintenance but will not include supervision of normal operation of the system. Such consultation and advice shall be at the hourly rates as described in the attached Exhibit 6: Standard Schedule of Charges dated January 1, 2017.

The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of the certificate of substantial completion.

- 14. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.
- 15. The ENGINEER will provide construction engineering services in accordance with the periods summarized in Exhibit 4: "Anticipated Project Schedule 2018 Sanitary Sewer Lining Program" dated December 5, 2017.

If the above is not accomplished within the time period specified, this Agreement may be terminated by the OWNER. The time for completion may be extended by the OWNER for a reasonable time if completion is delayed due to unforeseeable cases beyond the control and without the fault or negligence of the ENGINEER. Pursuant to Paragraph D "Changes in Rates of Compensation", the contract shall be designated on-going consistent with the project schedule.

#### SECTION C – COMPENSATION FOR ENGINEERING SERVICES

- 1. The OWNER shall compensate the ENGINEER for professional design engineering services in the amount of \$9,827 (FF) as summarized on Exhibit 3: "Estimate of Level of Effort and Associated Cost for Professional Engineering Services for 2018 Sanitary Sewer Lining" dated December 5, 2017.
  - (a) The compensation for the professional design engineering services shall be payable as follows:
    - (1) A sum which does not exceed ninety percent (90%) of the total compensation payable under Section C-1 shall be paid in monthly increments for work actually completed and invoiced, for grant administration and for the preparation and submission to the OWNER and/or IEPA of the construction drawings, specifications, cost estimates and contract documents.
    - (2) A sum which, together with the compensation paid pursuant to Section C-1(a)(1) above, equals one hundred percent (100%) of the total compensation due and payable in accord with Section C-1 above, shall be due immediately after the award of construction contract(s) is approved by the corporate authorities.
- 2. The OWNER shall compensate the ENGINEER for the construction administration, construction staking, construction observation (including the Resident Construction Observer), and any additional consultation and surveying services on the basis of Hourly Rates (HR) as described on the attached Exhibit 6: Standard Schedule of Charges dated January 1, 2017. The estimated values are included in Exhibit 3: "Estimate of Level of Effort and Associated Cost for Professional Engineering Services for 2018 Sanitary Sewer Lining" dated December 5, 2017 and are estimated at \$ 9,379 Hourly (HR).

- (a) The compensation for the construction administration, construction staking, construction observation (including the Resident Construction Observer), and any additional consultation and surveying services shall be payable as follows:
  - (1) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.
- 3. The OWNER shall compensate the ENGINEER for direct expenses as identified in the contract and as noted on Exhibit 3 at the actual cost or hourly cost for the work completed.
  - (1) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.
- 4. The compensation for any additional engineering services authorized by the OWNER pursuant to Section D shall be payable as follows:
  - (a) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.

#### SECTION D – ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER.

- 1. Site surveys outside of the project limits and other similar special surveys as may be required.
- 2. Laboratory tests, well tests, borings, specialized geological soils hydraulic, or other studies recommended by the ENGINEER.
- 3. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
- 4. Necessary data and filing maps for litigation, such as condemnation.
- 5. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER and IEPA.
- 6. Appearances before courts or boards on matters of litigation or hearings related to the project.
- 7. Preparation of environmental impact assessments or environmental impact statements.
- 8. Making drawings from field measurements of existing facilities when required for planning additions or alterations thereto.
- 9. Services due to changes in the scope of the Project or its design, including but not limited to, changes in size, complexity, schedule or character of construction.

- 10. Revising studies or reports which have previously been approved by the OWNER, or when revisions are due to cases beyond the control of the ENGINEER.
- 11. Preparation of design documents for alternate bids where major changes require additional documents.
- 12. Preparation of detailed renderings, exhibits or scale models for the Project.
- 13. Providing special analysis of the OWNER's needs such as owning and operating analysis, plan for operation and maintenance, OWNER's special operating drawings or charts, and any other similar analysis.
- 14. The preparation of feasibility studies, appraisals and evaluations, detailed quantity surveys of material and labor, and material audits or inventories by the OWNER.
- 15. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) defective or incomplete work of the contractor, and/or (3) the contractor's default on the Construction Contract due to delinquency or insolvency.
- 16. Providing design services relating to future facilities, systems and equipment which are not intended to be constructed or operated as a part of the Project.
- 17. Providing other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER as described in Section E SPECIAL PROVISIONS Owner's Responsibilities.

Payment for the services specified in this Section E shall be as agreed in writing between the OWNER and the ENGINEER prior to commencement of the work. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER on or before the 10th day of the following period. Payment for services noted in D shall be at Actual Cost (AC), Fixed Fee (FF) or Hourly (HR).

#### **SECTION E - SPECIAL PROVISIONS**

#### 1. OWNER'S RESPONSIBILITIES

- (a) Provide to the ENGINEER all criteria, design and construction standards and full information as to the OWNER's requirements for the Project.
- (b) Designate a person authorized to act as the OWNER's representative. The OWNER or his representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the ENGINEER's services.
- (c) Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials or other items required by law or by governmental authorities having jurisdiction over this Project, or as recommended by the ENGINEER.
- (d) Provide legal, accounting, right-of-way acquisition and insurance counseling services necessary for the Project, legal review of the construction Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the contractor.

- (e) Furnish above services at the OWNER's expense and in such manner that the ENGINEER may rely upon them in the performance of his services under this Agreement and in accordance with the Project timetable.
- (f) Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services under this Agreement.
- (g) Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's performance of services under this Agreement.
- (h) Protect and preserve all survey stakes and markers placed at the project site prior to the assumption of this responsibility by the contractor and bear all costs of replacing stakes or markers damaged or removed during said time interval.
- 2. Delegation of Duties Neither the OWNER nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.
- 3. The ENGINEER has not been retained or compensated to provide design services relating to the contractor's safety precautions or to means, methods, techniques, sequences, or procedures required by the contractor to perform his work but not relating to the final or completed structure. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
- 4. The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project.

5. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Costs and Construction Costs provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost prepared by him. If prior to the bidding or negotiating phase OWNER wishes greater assurance as to project or construction costs he shall employ an independent cost-estimator.

#### 6. Access to Records:

- (a) The ENGINEER agrees to include subsections E-6(b) through E-6(e) below in all contracts and all subcontracts directly related to project services which are in excess of \$25,000.
- (b) The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of Agency loan work under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards (666 Fifth Avenue, New York, New York 10019; June 1, 1987). The Agency or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER will provide facilities for such access and inspection.
- (c) Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.

- (d) The ENGINEER agrees to the disclosure of all information and reports resulting from access to records pursuant to subsection E-6(b) above, to the Agency. Where the audit concerns the ENGINEER, the auditing agency shall afford the ENGINEER an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- (e) Records under subsection E-6(b) above shall be maintained and made available during performance on Agency loan work under this agreement and until three years from date of final Agency loan audit for the project. In addition, those records which relate to any "dispute" appeal under an Agency loan agreement, or litigation, or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.
- 7. Covenant Against Contingent Fees The ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 8. Covenant Against Contingent Fees The loan recipient warrants that no person or agency has been employed or retained to solicit or secure a PWSLP loan upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Agency shall have the right to annul the loan or to deduct from the loan or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

- 9. Certification Regarding Debarment The ENGINEER certifies that the services of anyone that has been debarred or suspended under Federal Executive Order 12549 has not, and will not, be used for work under this Agreement.
- 10. Affirmative Action The ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the ENGINEER acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.
- 11. The ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

#### **EXHIBIT 2**

## THE LIMITATIONS OF AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE RESIDENT CONSTRUCTION OBSERVER ARE AS FOLLOWS:

- 1. The Resident Construction Observer shall act under the direct supervision of the ENGINEER, shall be the ENGINEER's agent in all matters relating to on-site construction review of the contractor's work, shall communicate only with the ENGINEER and the contractor (or contractor's), and shall communicate with subcontractors only through the contractor or his authorized superintendent. The OWNER shall communicate with the Resident Construction Observer only through the ENGINEER.
- 2. The Resident Construction Observer shall review and inspect on-site construction activities of the contractor relating to portions of the Project designed and specified by the Engineer as contained in the Construction Contract Documents.
- 3. Specifically omitted from the Resident Construction Observer's duties is any review of the contractor's safety precautions, or the means, methods, sequences, or procedures required for the contractor to perform the work but not relating to the final or completed Project. Omitted design or review services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
- 4. The specific duties and responsibilities of the Resident Construction Observer are enumerated as follows:
  - (a) Schedules: Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by contractor and consult with ENGINEER concerning their acceptability.

(b) Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.

#### (c) Liaison:

- (1) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist him in understanding the intent of the Contract Documents.
- (2) Assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.
- (3) As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required at the job site for proper erection of the work.

#### (d) Shop Drawings and Samples:

- (2) Receive and record date of receipt of Shop Drawings and samples.
- (3) Receive samples which are furnished at the site by contractor, and notify ENGINEER of their availability for examination.
- (3) Advise ENGINEER and contractor or its superintendent immediately of the commencement of any work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.

- (e) Review of Work, Rejection of Defective Work, Inspections and Tests:
  - (1) Conduct on-site inspection of the work in progress to assist ENGINEER in determining if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.
  - (2) Report to ENGINEER whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, test or approval required to be made or has been damaged prior to final payment; and advise ENGINEER when he believes work should be corrected or rejected or should be uncovered for inspection, or requires special testing, inspection or approval.
  - (3) Verify that tests, equipment and systems start-ups, and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that contractor maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
  - (4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to ENGINEER.
- (f) Interpretation of Contract Documents: Transmit to contractor ENGINEER's clarifications and interpretations of the Contract Documents.

(g) Modifications: Consider and evaluate contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER.

### (h) Records:

- (1) Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- (2) Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to ENGINEER.
- (4) Record names, addresses and telephone numbers of all contractor's, subcontractors and major suppliers of materials and equipment.

### (i) Reports:

(1) Furnish ENGINEER periodic reports as required of progress of the work and contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.

- (2) Consult with ENGINEER in advance of schedule major tests, inspections or start of important phases of the work.
- (3) Report immediately to ENGINEER upon the occurrence of any accident.
- (j) Payment Requisitions: Review applications for payment with contractor for compliance with the established procedure for their submission and forward them with recommendations to ENGINEER, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
- (k) Certificates, Maintenance and Operating Manuals: During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed; and deliver this material to ENGINEER for his review and forwarding to OWNER prior to final acceptance of the work.

# (1) Completion:

- (1) Before ENGINEER issues a Statement of Substantial Completion, submit to contractor a list of observed items requiring completion or correction.
- (2) Conduct final review in the company of ENGINEER, OWNER and contractor and prepare a final list of items to be completed or corrected.
- (3) Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.



# EXHIBIT 3 ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR PROFESSIONAL ENGINEERING SERVICES FOR

2018 SANITARY SEWER LINING PROGRAM United City of Yorkville, IL December 5, 2017

		ENTITY:		ENGIN	EERING			SURVEYING			DRAFTING		ADMIN.	WORK	
			PRINCIPAL	SENIOR	SENIOR			SENIOR						ITEM	COST
WORK		PROJECT ROLE:	IN	PROJECT	PROJECT	PROJECT	PROJECT	PROJECT	PROJECT	CAD	PROJECT	GIS		HOUR	PER
ITEM			CHARGE	MANAGER	ENGINEER II	ENGINEER	MANAGER	SURVEYOR II	TECHNICIAN	MANAGER	TECHNICIAN	TECHNICIAN	ADMIN.	SUMM.	ITEM
NO.	WORK ITEM	HOURLY RATE:	\$191	\$185	\$155	\$133	\$168	\$155	\$145	\$145	\$121	\$67	\$80		
FINAL EN	NGINEERING														
2.1	Project Management and Administration		1	6		4								11 \$	1,833
2.2	Project Meetings		2	2		-								4 \$	752
2.3	Bid Package, Specifications and Estimates			4		24						20		48 \$	5,272
2.4	Bidding and Contracting		1	3		8							2	14 \$	1,970
	Fin	al Engineering Subtotal:	4	15	-	36	-	-	-	-	-	20	2	77 \$	9,827
CONSTR	UCTION ENGINEERING														
3.1	Contract Administration		1	8		6								15 \$	2,469
3.2	Construction Layout and Record Drawings			1										1 \$	185
3.3	Observation and Documentation			4		45								49 \$	6,725
	Construction	on Engineering Subtotal:	1	13	-	51	-	-	-	-	-		-	65 \$	9,379
		PROJECT TOTAL:	5	28	-	87	-	-	-	-	-	20	2	142	19,206

DIRECT EXPENS	ES	
Printing =	\$	250
Mileage =	\$	500
Material Testing =	\$	-
Environmental Assessment =	\$	-
DIRECT EXPENSES =	\$	750

LABOR SUMMARY	
LABOR SUMMARY	
Engineering Expenses =	\$ 17,706
Surveying Expenses =	\$ -
Drafting Expenses =	\$ 1,340
Administrative Expenses =	\$ 160
TOTAL LABOR EXPENSES =	\$ 19,206

TOTAL EXPENSES = \$ 19,956



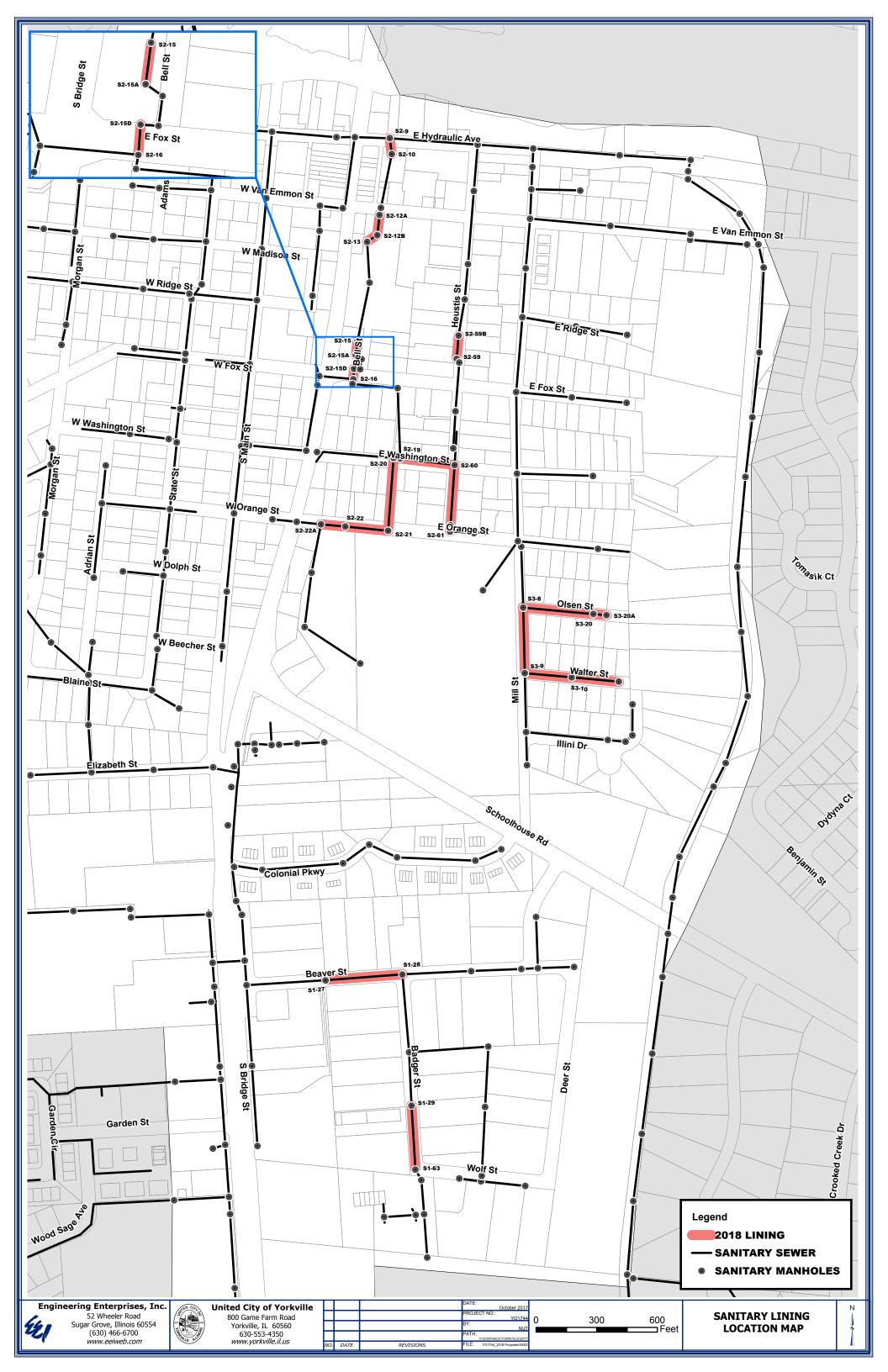
# EXHIBIT 4 ANTICIPATED PROJECT SCHEDULE

2018 SANITARY SEWER LINING PROGRAM UNITED CITY OF YORKVILLE, IL December 5, 2017

WORK		Year:		201	7		2018																															
ITEM		Month:		Decer	nber		,	Janua	ıry		Fe	bruar	y		Ma	rch		Α	pril			Ma	ay			Jur	ne			July			Aug	ust		Se	pteml	er
NO.	WORK ITEM	Week Starting:	1	2	3	4	1	2	3 4	1 1	1 2	2 3	4	1	2	3 4	4	1 2	3	4	1	2	3	4	1	2	3	4	1	2 3	3 4	1	2	3	4	1 :	2 3	4
FINAL DE	ESIGN ENGINEERING																																					
2.1	Project Management and Administration																																					
2.2	Project Meetings																																					
2.3	Bid Package, Specifications and Estimates																																					
2.4	Bidding and Contracting																																					
CONSTR	UCTION ENGINEERING																																					
3.1	Contract Administration																																					
3.2	Construction Layout and Record Drawings																																					
3.3	Observation and Documentation																																					

Legend	
Project Management & QC/QA Meeting(s) Design	Permitting Bidding and Contracting Construction

\\Milkyway\EEI\_Storage\Docs\Public\Yorkville\2017\YO1744-P 2018 Sanitary Sewer Lining\PSA\[4. Exhibit 4 - Schedule.xls]Schedule



# Standard Schedule of Charges



January 1, 2017

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$196.00
Principal	E-3	\$191.00
Senior Project Manager	E-2	\$185.00
Project Manager	E-1	\$168.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$155.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$145.00
Project Engineer/Planner/Surveyor	P-4	\$133.00
Senior Engineer/Planner/Surveyor	P-3	\$121.00
Engineer/Planner/Surveyor	P-2	\$111.00
Associate Engineer/Planner/Surveyor	P-1	\$100.00
Senior Project Technician II	T-6	\$145.00
Senior Project Technician I	T-5	\$133.00
Project Technician	T-4	\$121.00
Senior Technician	T-3	\$111.00
Technician	T-2	\$100.00
Associate Technician	T-1	\$ 87.00
Engineering/Land Surveying Intern	I-1	\$ 82.00
GIS Technician	G-1	\$ 67.00
Administrative Assistant	A-3	\$ 80.00
CREW RATES, VEHICLES AND REPROGRAPHICS		
1 Man Field Crew with Standard Survey Equipment 2 Man Field Crew with Standard Survey Equipment 1 Man Field Crew with RTS or GPS * 2 Man Field Crew with RTS or GPS * Vehicle for Construction Observation In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)	\$158.00 \$247.00 \$196.00 \$284.00 \$15.00
Reimbursable Direct Costs & Services by Others	Cost + 10%	

<sup>\*</sup>RTS = Robotic Total Station / GPS = Global Positioning System



Reviewed By:	
Legal	
Finance	
Engineer	
City Administrator	
Human Resources	

Community Development

Agenda Item Number
New Business #7
Tracking Number
PW 2017-91

# **Agenda Item Summary Memo**

Police Public Works Parks and Recreation

Title: East Orange	Street Water Main Replacen	nent – Engineering Agreement
Meeting and Date:	Public Works Committee	- December 19, 2017
Synopsis: See attac	ched memo.	
Council Action Pro	eviously Taken:	
Date of Action:	Action Tal	cen:
Item Number:		
Type of Vote Requ	ired: Majority	
Council Action Re	quested: Approval	
Submitted by:	Bart Olson	Administration
	Name	Department
	Agenda I	tem Notes:



# Memorandum

To: City Council

From: Bart Olson, City Administrator

CC:

Date: December 13, 2017

Subject: East Orange Street Water Main Replacement Project Engineering Agreement

# **Summary**

Approval of an engineering agreement with EEI for design engineering related to the East Orange St water main replacement project.

## **Background**

This item was last discussed by the City Council in October 2017, when the City Council approved an engineering agreement for design and construction engineering work related to the 2018 Road to Better Roads program. As part of that determination, the City Council selected the East Orange St water main project to be funded out of the water fund's 2018 RTBR budget. Accordingly, EEI has submitted an engineering agreement for our consideration for the design of the project.

The attached contract contains a \$43,000 fixed cost for design engineering only. This amount is included in the FY 18 budget. This contract does not contain a construction engineering component, which would come forward at a later date depending on the decisions made by the City Council on the project after the design is completed. The City Council has \$250,000 budgeted for water main work in 2018, but the Orange St water main project could easily reach \$800,000 for a full replacement. The idea behind the design-only engineering contract would be to dive into the details of the area to make better decisions about which section to do first and how large that section will be, and then to proceed with a construction engineering contract for that part.

#### Recommendation

Staff recommends approval of the engineering agreement with EEI for design engineering related to the East Orange St water main replacement project.

# East Orange Street Water Main Replacement United City of Yorkville, Kendall County, IL Professional Services Agreement - Design Engineering

THIS AGREEMENT, by and between the United City of Yorkville, hereinafter referred to as the "City" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

#### A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the included exhibits. Design engineering will be provided for approximately 1,650 linear feet of 8-inch water main improvements on East Orange Street (see Exhibit 5 for project limits). Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

#### B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the ENGINEER shall be compensated for all work performed for the City prior to termination.

#### C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Exhibit 3. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$43,000. Direct expenses are estimated at \$750. The hourly rates for this project are shown in the attached 2017 Standard Schedule of Charges (Exhibit 6). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

# D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, ENGINEER, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

## E. Ownership of Records and Documents:

ENGINEER agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. ENGINEER agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, ENGINEER agrees to return all such materials to the City. The City agrees not to modify any original documents produced by ENGINEER without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

#### F. Governing Law:

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Kendall County, Illinois.

# G. Independent Contractor:

ENGINEER shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the ENGINEER under this agreement shall be that of an independent contractor. ENGINEER will not be considered an employee to the City for any purpose.

#### H. Certifications:

Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

Felony Certification: The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal

sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

United States Resident Certification: (This certification must be included in all contracts
involving personal services by non-resident aliens and foreign entities in accordance with
requirements imposed by the Internal Revenue Services for withholding and reporting
federal income taxes.) The Contractor certifies that he/she is a: <u>x</u> United States Citizen
Resident Alien Non-Resident Alien The Internal Revenue Service requires that
taxes be withheld on payments made to non resident aliens for the performance of
personal services at the rate of 30%.
Tax Payer Certification: Under penalties of perjury, the Contractor certifies that its
Federal Tax Payer Identification Number or Social Security Number is (provided
separately) and is doing business as a (check one): Individual Real Estate
Agent Sole Proprietorship Government Entity Partnership Tax
Exempt Organization (IRC 501(a) only) <u>x</u> Corporation Not for Profit Corporation
Trust or Estate Medical and Health Care Services Provider Corp.

#### I. Indemnification:

ENGINEER shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by ENGINEER or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of ENGINEER or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

#### J. Insurance:

The ENGINEER agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

### K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attachments. Except for those terms included on the attachments, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any

manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of exhibits is as follows:

**Exhibit 1:** Professional Engineering Services

Exhibit 2: Limitation of Authority, Duties and Responsibilities of the

**Resident Construction Observer** 

**Exhibit 3:** Estimate of Level of Effort and Associated Cost

**Exhibit 4:** Anticipated Project Schedule

**Exhibit 5:** Location Map

**Exhibit 6:** 2017 Standard Schedule of Charges

#### L. Notices:

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the City: For the ENGINEER:

City Administrator and City Clerk United City of Yorkville 800 Game Farm Road Yorkville, IL 60560 Engineering Enterprises, Inc.

52 Wheeler Road

Sugar Grove Illinois 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to thisday of	, 2017.
United City of Yorkville:	Engineering Enterprises, Inc.:
Gary Golinski Mayor	Brad Sanderson, P.E. Vice President
Beth Warren City Clerk	Angie Smith Executive Assistant

#### **EXHIBIT 1**

### SECTION A - PROFESSIONAL DESIGN ENGINEERING SERVICES

For purposes of this Exhibit 1 and all attachments hereto, the term "contractor" shall not refer to Engineering Enterprises, Inc., but shall instead refer to individuals or companies contracted with, to construct or otherwise manage the project described herein. The ENGINEER shall furnish professional design engineering services as follows:

- 1. The ENGINEER will attend conferences with the OWNER, or other interested parties as may be reasonably necessary.
- 2. The ENGINEER will perform the necessary design surveys, accomplish the detailed design of the project, prepare construction drawings, specifications and contract documents, and prepare a final cost estimate based on final design for the entire system. It is also understood that if subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incident to such explorations shall be paid for by the OWNER as set out in Section D hereof.
- 3. The contract documents furnished by the ENGINEER under Section A-2 shall utilize IEPA endorsed construction contract documents, including Supplemental General Conditions, Contract Change Orders, and partial payment estimates.
- 4. Prior to the advertisement for bids, the ENGINEER will provide for each construction contract, not to exceed 10 copies of detailed drawings, specifications, and contract documents for use by the OWNER, appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.

- 5. The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge them for the reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER five sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.
- 6. The drawings prepared by the ENGINEER under the provisions of Section A-2 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section D hereof.
- 7. The ENGINEER will attend the bid opening and tabulate the bid proposal, make an analysis of the bids, and make recommendations for awarding contracts for construction.
- 8. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.

9. The ENGINEER will complete the final plans, specifications and contract documents and submit for approval of the OWNER, and all State regulatory agencies to meet the project schedule(s) as summarized in Exhibit 4: "Anticipated Project Schedule – East Orange Street Water Main Replacement" dated December 7, 2017.

#### SECTION B - PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES

The ENGINEER shall furnish professional construction engineering services as follows:

- 1. The ENGINEER will review, for conformance with the design concept, shop and working drawings required by the construction Contract Documents and indicate on the drawings the action taken. Such action shall be taken with reasonable promptness.
- 2. The ENGINEER will interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however, guarantee the performance by any contractor.
- 3. The ENGINEER will evaluate and determine acceptability of substitute materials and equipment proposed by Contractor(s).
- 4. The ENGINEER will establish baselines for locating the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents.

- 5. The ENGINEER will provide general engineering review of the work of the contractor(s) as construction progresses to ascertain that the contactor is conforming to the design concept.
  - (a) ENGINEER shall have authority, as the OWNER's representative, to require special inspection of or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with requirements of, and the results certified indicate compliance with, the Contract Documents).
  - (b) During such engineering review, ENGINEER shall have the authority, as the OWNER's representative, to disapprove of or reject contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
- 6. The ENGINEER will provide resident construction observation. Resident construction observation shall consist of visual inspection of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents and with the design intent. Such observation shall not be relied upon by others as acceptance of the work. The ENGINEER's undertaking hereunder shall not relieve the contractor of contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner. Exhibit 2 The Limitations of Authority, Duties and Responsibilities of the Resident Construction Observer is attached to this Agreement.

- 7. The ENGINEER will cooperate and work closely with representatives of the OWNER.
- 8. Based on the ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Resident Construction Observer, and upon review of applications for payment with the accompanying data and schedules by the contractor, the ENGINEER:
  - (a) Shall determine the amounts owing to contractor(s) and recommend in writing payments to contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation).
  - (b) By recommending any payment, ENGINEER will not hereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in the Agreement and the Contract Documents. ENGINEER's review of contractor(s)' work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what

purposes any contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials equipment has passed to OWNER free and clear of any lien, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and contractor that might affect the amount that should be paid.

- 9. The ENGINEER will prepare necessary contract change orders for approval of the OWNER, and others on a timely basis.
- 10. The ENGINEER will make a final review prior to the issuance of the statement of substantial completion of all construction and submit a written report to the OWNER. Prior to submitting the final pay estimate, the ENGINEER shall submit the statement of completion to and obtain the written acceptance of the facility from the OWNER.
- 11. The ENGINEER will provide the OWNER with one set of reproducible record (as built) drawings, and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the resident construction observer and from the resident construction observer's construction data.
- 12. If State Statutes require notices and advertisements of final payment, the ENGINEER shall assist in their preparation.
- 13. The ENGINEER will be available to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of statement of substantial completion of the facility. This service will include instruction of the OWNER in initial project operation and maintenance but will not include supervision of normal operation of the system. Such consultation and advice shall be at the hourly rates as described in the attached Exhibit 6: Standard Schedule of Charges dated January 1, 2017.

The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of the certificate of substantial completion.

- 14. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.
- 15. The ENGINEER will provide construction engineering services in accordance with the periods summarized in Exhibit 4: "Anticipated Project Schedule East Orange Street Water Main Replacement" dated December 7, 2017.

If the above is not accomplished within the time period specified, this Agreement may be terminated by the OWNER. The time for completion may be extended by the OWNER for a reasonable time if completion is delayed due to unforeseeable cases beyond the control and without the fault or negligence of the ENGINEER. Pursuant to Paragraph D "Changes in Rates of Compensation", the contract shall be designated on-going consistent with the project schedule.

#### SECTION C - COMPENSATION FOR ENGINEERING SERVICES

- 1. The OWNER shall compensate the ENGINEER for professional design engineering services in the amount of \$43,000 Fixed Fee as summarized on Exhibit 3: "Estimate of Level of Effort and Associated Cost for Professional Engineering Services for East Orange Street Water Main Replacement" dated December 7, 2017.
  - (a) The compensation for the professional design engineering services shall be payable as follows:
    - (1) A sum which does not exceed ninety percent (90%) of the total compensation payable under Section C-1 shall be paid in monthly increments for work actually completed and invoiced, for grant administration and for the preparation and submission to the OWNER and/or IEPA of the construction drawings, specifications, cost estimates and contract documents.
    - (2) A sum which, together with the compensation paid pursuant to Section C-1(a)(1) above, equals one hundred percent (100%) of the total compensation due and payable in accord with Section C-1 above, shall be due immediately after the award of construction contract(s) is approved by the corporate authorities.
- 2. The OWNER shall compensate the ENGINEER for the construction administration, construction staking, construction observation (including the Resident Construction Observer), and any additional consultation and surveying services on the basis of Hourly Rates (HR) as described on the attached Exhibit 6: Standard Schedule of Charges dated January 1, 2017. The estimated values are included in Exhibit 3: "Estimate of Level of Effort and Associated Cost for Professional Engineering Services for East Orange Street Water Main

Replacement" dated December 7, 2017 and are estimated at \$XXXX Hourly (HR).

- (a) The compensation for the construction administration, construction staking, construction observation (including the Resident Construction Observer), and any additional consultation and surveying services shall be payable as follows:
  - (1) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.
- 3. The OWNER shall compensate the ENGINEER for direct expenses as identified in the contract and as noted on Exhibit 3 at the actual cost or hourly cost for the work completed.
  - (1) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.
- 4. The compensation for any additional engineering services authorized by the OWNER pursuant to Section D shall be payable as follows:
  - (a) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.

#### SECTION D – ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER.

- 1. Site surveys outside of the project limits and other similar special surveys as may be required.
- 2. Laboratory tests, well tests, borings, specialized geological soils hydraulic, or other studies recommended by the ENGINEER.
- 3. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
- 4. Necessary data and filing maps for litigation, such as condemnation.
- 5. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER and IEPA.
- 6. Appearances before courts or boards on matters of litigation or hearings related to the project.
- 7. Preparation of environmental impact assessments or environmental impact statements.
- 8. Making drawings from field measurements of existing facilities when required for planning additions or alterations thereto.
- 9. Services due to changes in the scope of the Project or its design, including but not limited to, changes in size, complexity, schedule or character of construction.

- 10. Revising studies or reports which have previously been approved by the OWNER, or when revisions are due to cases beyond the control of the ENGINEER.
- 11. Preparation of design documents for alternate bids where major changes require additional documents.
- 12. Preparation of detailed renderings, exhibits or scale models for the Project.
- 13. Providing special analysis of the OWNER's needs such as owning and operating analysis, plan for operation and maintenance, OWNER's special operating drawings or charts, and any other similar analysis.
- 14. The preparation of feasibility studies, appraisals and evaluations, detailed quantity surveys of material and labor, and material audits or inventories by the OWNER.
- 15. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) defective or incomplete work of the contractor, and/or (3) the contractor's default on the Construction Contract due to delinquency or insolvency.
- 16. Providing design services relating to future facilities, systems and equipment which are not intended to be constructed or operated as a part of the Project.
- 17. Providing other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER as described in Section E SPECIAL PROVISIONS Owner's Responsibilities.

Payment for the services specified in this Section E shall be as agreed in writing between the OWNER and the ENGINEER prior to commencement of the work. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER on or before the 10th day of the following period. Payment for services noted in D shall be at Actual Cost (AC), Fixed Fee (FF) or Hourly (HR).

#### **SECTION E - SPECIAL PROVISIONS**

#### 1. OWNER'S RESPONSIBILITIES

- (a) Provide to the ENGINEER all criteria, design and construction standards and full information as to the OWNER's requirements for the Project.
- (b) Designate a person authorized to act as the OWNER's representative. The OWNER or his representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the ENGINEER's services.
- (c) Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials or other items required by law or by governmental authorities having jurisdiction over this Project, or as recommended by the ENGINEER.
- (d) Provide legal, accounting, right-of-way acquisition and insurance counseling services necessary for the Project, legal review of the construction Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the contractor.

- (e) Furnish above services at the OWNER's expense and in such manner that the ENGINEER may rely upon them in the performance of his services under this Agreement and in accordance with the Project timetable.
- (f) Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services under this Agreement.
- (g) Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's performance of services under this Agreement.
- (h) Protect and preserve all survey stakes and markers placed at the project site prior to the assumption of this responsibility by the contractor and bear all costs of replacing stakes or markers damaged or removed during said time interval.
- 2. Delegation of Duties Neither the OWNER nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.
- 3. The ENGINEER has not been retained or compensated to provide design services relating to the contractor's safety precautions or to means, methods, techniques, sequences, or procedures required by the contractor to perform his work but not relating to the final or completed structure. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
- 4. The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project.

5. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Costs and Construction Costs provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost prepared by him. If prior to the bidding or negotiating phase OWNER wishes greater assurance as to project or construction costs he shall employ an independent cost-estimator.

#### 6. Access to Records:

- (a) The ENGINEER agrees to include subsections E-6(b) through E-6(e) below in all contracts and all subcontracts directly related to project services which are in excess of \$25,000.
- (b) The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of Agency loan work under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards (666 Fifth Avenue, New York, New York 10019; June 1, 1987). The Agency or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER will provide facilities for such access and inspection.
- (c) Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.

- (d) The ENGINEER agrees to the disclosure of all information and reports resulting from access to records pursuant to subsection E-6(b) above, to the Agency. Where the audit concerns the ENGINEER, the auditing agency shall afford the ENGINEER an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- (e) Records under subsection E-6(b) above shall be maintained and made available during performance on Agency loan work under this agreement and until three years from date of final Agency loan audit for the project. In addition, those records which relate to any "dispute" appeal under an Agency loan agreement, or litigation, or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.
- 7. Covenant Against Contingent Fees The ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 8. Covenant Against Contingent Fees The loan recipient warrants that no person or agency has been employed or retained to solicit or secure a PWSLP loan upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Agency shall have the right to annul the loan or to deduct from the loan or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

- 9. Certification Regarding Debarment The ENGINEER certifies that the services of anyone that has been debarred or suspended under Federal Executive Order 12549 has not, and will not, be used for work under this Agreement.
- 10. Affirmative Action The ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the ENGINEER acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.
- 11. The ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

#### **EXHIBIT 2**

# THE LIMITATIONS OF AUTHORITY, DUTIES AND RESPONSIBILITIES OF THE RESIDENT CONSTRUCTION OBSERVER ARE AS FOLLOWS:

- 1. The Resident Construction Observer shall act under the direct supervision of the ENGINEER, shall be the ENGINEER's agent in all matters relating to on site construction review of the contractor's work, shall communicate only with the ENGINEER and the contractor (or contractor's), and shall communicate with subcontractors only through the contractor or his authorized superintendent. The OWNER shall communicate with the Resident Construction Observer only through the ENGINEER.
- 2. The Resident Construction Observer shall review and inspect on-site construction activities of the contractor relating to portions of the Project designed and specified by the Engineer as contained in the Construction Contract Documents.
- 3. Specifically omitted from the Resident Construction Observer's duties is any review of the contractor's safety precautions, or the means, methods, sequences, or procedures required for the contractor to perform the work but not relating to the final or completed Project. Omitted design or review services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
- 4. The specific duties and responsibilities of the Resident Construction Observer are enumerated as follows:
  - (a) Schedules: Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by contractor and consult with ENGINEER concerning their acceptability.

(b) Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.

#### (c) Liaison:

- (1) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist him in understanding the intent of the Contract Documents.
- (2) Assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on site operations.
- (3) As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required at the job site for proper erection of the work.

#### (d) Shop Drawings and Samples:

- (2) Receive and record date of receipt of Shop Drawings and samples.
- (3) Receive samples which are furnished at the site by contrctor, and notify ENGINEER of their availability for examination.
- (3) Advise ENGINEER and contractor or its superintendent immediately of the commencement of any work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.

- (e) Review of Work, Rejection of Defective Work, Inspections and Tests:
  - (1) Conduct on site inspection of the work in progress to assist ENGINEER in determining if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.
  - (2) Report to ENGINEER whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, test or approval required to be made or has been damaged prior to final payment; and advise ENGINEER when he believes work should be corrected or rejected or should be uncovered for inspection, or requires special testing, inspection or approval.
  - (3) Verify that tests, equipment and systems start ups, and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that contractor maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
  - (4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to ENGINEER.
- (f) Interpretation of Contract Documents: Transmit to contractor

  ENGINEER's clarifications and interpretations of the Contract

  Documents:

(g) Modifications: Consider and evaluate contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER.

## (h) Records:

- (1) Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- (2) Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to ENGINEER.
- (4) Record names, addresses and telephone numbers of all contractor's, subcontractors and major suppliers of materials and equipment.

#### (i) Reports:

(1) Furnish ENGINEER periodic reports as required of progress of the work and contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.

- (2) Consult with ENGINEER in advance of schedule major tests, inspections or start of important phases of the work.
- (3) Report immediately to ENGINEER upon the occurrence of any accident.
- (j) Payment Requisitions: Review applications for payment with contractor for compliance with the established procedure for their submission and forward them with recommendations to ENGINEER, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
- (k) Certificates, Maintenance and Operating Manuals: During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed; and deliver this material to ENGINEER for his review and forwarding to OWNER prior to final acceptance of the work.

#### (1) Completion:

- (1) Before ENGINEER issues a Statement of Substantial Completion, submit to contractor a list of observed items requiring completion or correction.
- (2) Conduct final review in the company of ENGINEER, OWNER and contractor and prepare a final list of items to be completed or corrected.
- (3) Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.



# EXHIBIT 3

### ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR

PROFESSIONAL ENGINEERING SERVICES FOR
EAST ORANGE STREET WATER MAIN REPLACEMENT
United City of Yorkville, IL
December 7, 2017

		ENTITY:		ENGINI	ERING			SURVEYING		DRA	AFTING	ADMIN.	WORK	
	Г		PRINCIPAL	SENIOR	SENIOR			SENIOR			SENIOR		ITEM	COST
WORK		PROJECT ROLE:	IN	PROJECT	PROJECT	PROJECT	PROJECT	PROJECT	PROJECT	CAD	PROJECT		HOUR	PER
ITEM			CHARGE	MANAGER	ENGINEER I	ENGINEER	MANAGER	SURVEYOR II	TECHNICIAN	MANAGER	TECHNICIAN I	ADMIN.	SUMM.	ITEM
NO.	WORKITEM	HOURLY RATE:	\$191	\$185	\$155	\$133	\$168	\$155	\$145	\$145	\$133	\$80		
FINAL E	NGINEERING													
2.1	Project Management and Administration		5	18	2	-	-	-	-	-	-	-	25	\$ 4,595
2.2	Project Meetings		3	4	6	-	-	-	-	-	-	-	13	\$ 2,243
2.3	Topographic Survey		-	-	-	-	8	23	-	-	-	-	31	\$ 4,909
2.4	Utility Coordination		-	-	1	3	_	-	-	-	-	-	4	\$ 554
2.5	Final Plans, Specifications and Estimates		8	10	70	45	-	-	-	15	35	-	183	\$ 27,043
2.6	Permitting		-	-	4	2	-	-	-	-	-	-	6	\$ 886
2.7	Bidding and Contracting		-	4	8	1	-	-	-	-	-	6	19	\$ 2,593
	Final E	Engineering Subtotal:	16	36	91	51	8	23	-	15	35	6	281	\$ 42,823
CONSTR	UCTION ENGINEERING													
3.1	Contract Administration		-	-	-	-	-	-	-	-	-	-	-	\$ -
3.2	Construction Layout and Record Drawings		-	-	-	-	-	-	-	-	-	-	-	\$ -
3.3	Observation and Documentation		-	-	-	-	-	-	-	-	-	2	2	\$ 160
	Construction E	Engineering Subtotal:	-	-	-	-	-	-	-	-	-	2	2	\$ 160
		PROJECT TOTAL:	16	36	91	51	8	23	-	15	35	8	283	42,983

DIRECT EXPENS	ES	
Printing =	\$ 250	ð
Mileage =	\$ -	
Material Testing =	\$ -	
Environmental Assessment =	\$ 500	J
DIRECT EXPENSES =	\$ 750	0

LABOR SUMMARY	
Engineering Expenses =	\$ 30,604
Surveying Expenses =	\$ 4,909
Drafting Expenses =	\$ 6,830
Administrative Expenses =	\$ 640
TOTAL LABOR EXPENSES =	\$ 42,983

TOTAL EXPENSES = \$ 43,733

\Milkyway\EEI\_Storage\Docs\Public\Yorkville\2017\YO1751-P East Orange Water Main Replacement\PSA\[03.Exhibit 3 - Level of Effort.xisxijFee Summary - No Color



#### **EXHIBIT 4**

#### ANTICIPATED PROJECT SCHEDULE

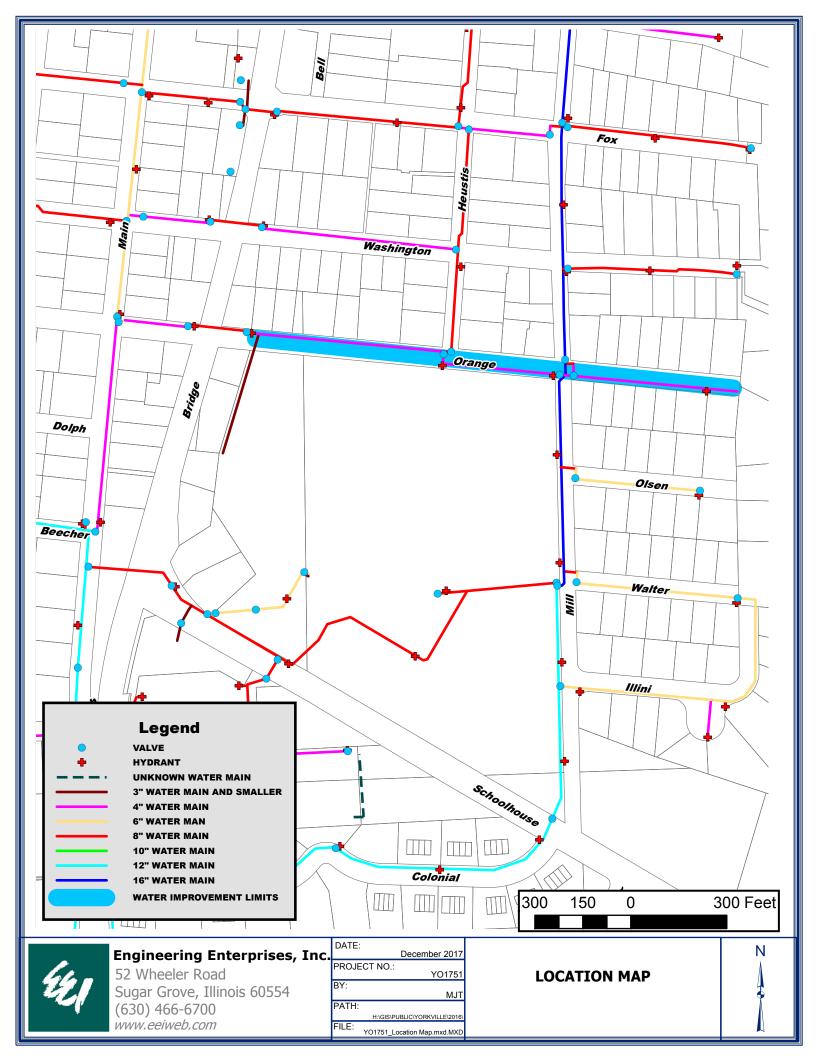
EAST ORANGE STREET WATER MAIN REPLACEMENT UNITED CITY OF YORKVILLE, IL December 7, 2017

WORK		Year:				20	17			T													20	018																				
ITEM		Month:		love	mbe	r	-	Decem	ber	十	_	Januar	у	February			Т	March			April			Г	May			June			Т		July		August		ust							
NO.	WORK ITEM	Week Starting:	1	2	3	4	1	2	3	4	1	2 3	4	1	2	3 4	4 1	1 2	3	4 1	1 2	2 3	4	1	2	3	4	1	2	3	4	1 2	3	4	1	2	3 4							
FINAL D	ESIGN ENGINEERING																																											
2.1	Project Management and Administration																																											
2.2	Project Meetings																																											
2.3	Topographic Survey																																											
2.4	Utility Coordination																																											
2.5	Final Plans, Specifications and Estimates																																											
2.6	Permitting																																											
2.7	Bidding and Contracting																																											
CONSTR	CUCTION ENGINEERING																																											
3.1	Contract Administration																																											
3.2	Construction Layout and Record Drawings																																											
3.3	Observation and Documentation																																											

\Milkyway\EEI\_Storage\Docs\Public\Yorkville\2017\YO1751-P East Orange Water Main Replacement\PSA\[04.Exhibit 4 - Schedule.xls]Schedule

Project Management & QC/QA
Meeting(s)
Design

Permitting
Bidding and Contracting
Construction



### Standard Schedule of Charges



January 1, 2017

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$196.00
Principal	E-3	\$191.00
Senior Project Manager	E-2	\$185.00
Project Manager	E-1	\$168.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$155.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$145.00
Project Engineer/Planner/Surveyor	P-4	\$133.00
Senior Engineer/Planner/Surveyor	P-3	\$121.00
Engineer/Planner/Surveyor	P-2	\$111.00
Associate Engineer/Planner/Surveyor	P-1	\$100.00
Senior Project Technician II	T-6	\$145.00
Senior Project Technician I	T-5	\$133.00
Project Technician	T-4	\$121.00
Senior Technician	T-3	\$111.00
Technician	T-2	\$100.00
Associate Technician	T-1	\$ 87.00
Engineering/Land Surveying Intern	I-1	\$ 82.00
GIS Technician	G-1	\$ 67.00
Administrative Assistant	A-3	\$ 80.00
CREW RATES, VEHICLES AND REPROGRAPHICS		
1 Man Field Crew with Standard Survey Equipment 2 Man Field Crew with Standard Survey Equipment 1 Man Field Crew with RTS or GPS * 2 Man Field Crew with RTS or GPS * Vehicle for Construction Observation In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)	\$158.00 \$247.00 \$196.00 \$284.00 \$15.00
Reimbursable Direct Costs & Services by Others	Cost + 10%	

<sup>\*</sup>RTS = Robotic Total Station / GPS = Global Positioning System



Reviewed By:		
Legal		
Finance		
Engineer		
City Administrator		
Human Resources		
Community Development		
Police	IЦ	
Public Works	IЩ	
Parks and Recreation		

Agenda Item Number		
New Business #8		
Tracking Number		
PW 2017-92		

### **Agenda Item Summary Memo**

Title: Bristol Bay Subdivsion – Unit 11				
Meeting and Date: Public Works Committee – December 19, 2017				
Synopsis: Subdivisi	on Partial Acceptance Consideration	1		
Council Action Prev	viously Taken:			
Date of Action:	Action Taken:			
Item Number:				
Type of Vote Requi	red:			
Council Action Req	uested: Consideration of Approval			
Submitted by:	Brad Sanderson Name	Engineering Department		
	Agenda Item Note	•		



### 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: November 27, 2017 Subject: Bristol Bay – Unit 11

Pulte has requested that the City accept the public improvements for a portion of Bristol Bay – Unit 11 for ownership and maintenance (see attached).

All work related to the public improvements, including punch list work in the area described has been completed. We recommend that the public improvements (water main, sanitary sewer and storm sewer) as described in the attached Bill of Sale be accepted for ownership and maintenance by the City.

As required by City Code, the developer will be responsible to provide a performance guarantee to cover the one-year maintenance period. This period starts after the City formally accepts the improvements. The amount required is to be 10% of the value of the public improvements. Accordingly, the guarantee shall be as follows:

### Unit 11 Improvements (Partial)

Original Value of Improvements \$161,591.65 **Required Maintenance Guarantee Value (10% of Original)** \$16,159.00

There are currently three (3) bonds that cover improvements within Unit 11. The reduction (\$907,282.55) and release of those bonds will be addressed as part of the Bristol Bay Resubdivision and are summarized below.

Unit 11	\$18,025.26	Arch Insurance	Earthwork	Replacement bond to be	Bond to be
		Co., # SU1114162		provided per agreement	released
Unit 11	\$657,233.93	Arch Insurance	Site Work	Replacement bond to be	Bond to be
		Co., # SU1114155		provided per agreement	released
Unit 11	\$232,023.36	Arch Insurance	Landscaping	Replacement bond to be	Bond to be
		Co., # SU1114156		provided per agreement	released
	\$907,282.55				

If you have any questions or require additional information, please call.



November 2, 2017

Krysti J. Barksdale-Noble, AICP Community Development Director United City of Yorkville 800 Game Farm Road Yorkville, Illinois 60560

Re: Unit 9 and 11 Condominiums in Bristol Bay

Dear Ms. Barksdale-Noble,

It is my understanding that the Site Improvements, have been completed and at this time, I am respectfully requesting formal acceptance of the Bristol Bay Unit 9 and 11 improvements, in Yorkville.

<u>Unit 9</u> – Bond # SU1114160 Mass Grading; # SU114154 Site Improvements; # SU114157 Landscaping Improvements

<u>Unit 11</u> – Bond # SU1114162 Mass Grading; # SU114155 Site Improvements; # SU114156 Landscaping Improvements

If I can be of any further assistance, or you have any questions please do not hesitate to contact Joe Marx or myself.

Sincerely,

**CENTEX** 

JoAnne M. Bowers DRE/HOA Manager

Cc: Bradley P. Sanderson, P.E., Vice President, Engineering Enterprises, Inc.

Joe W. Marx



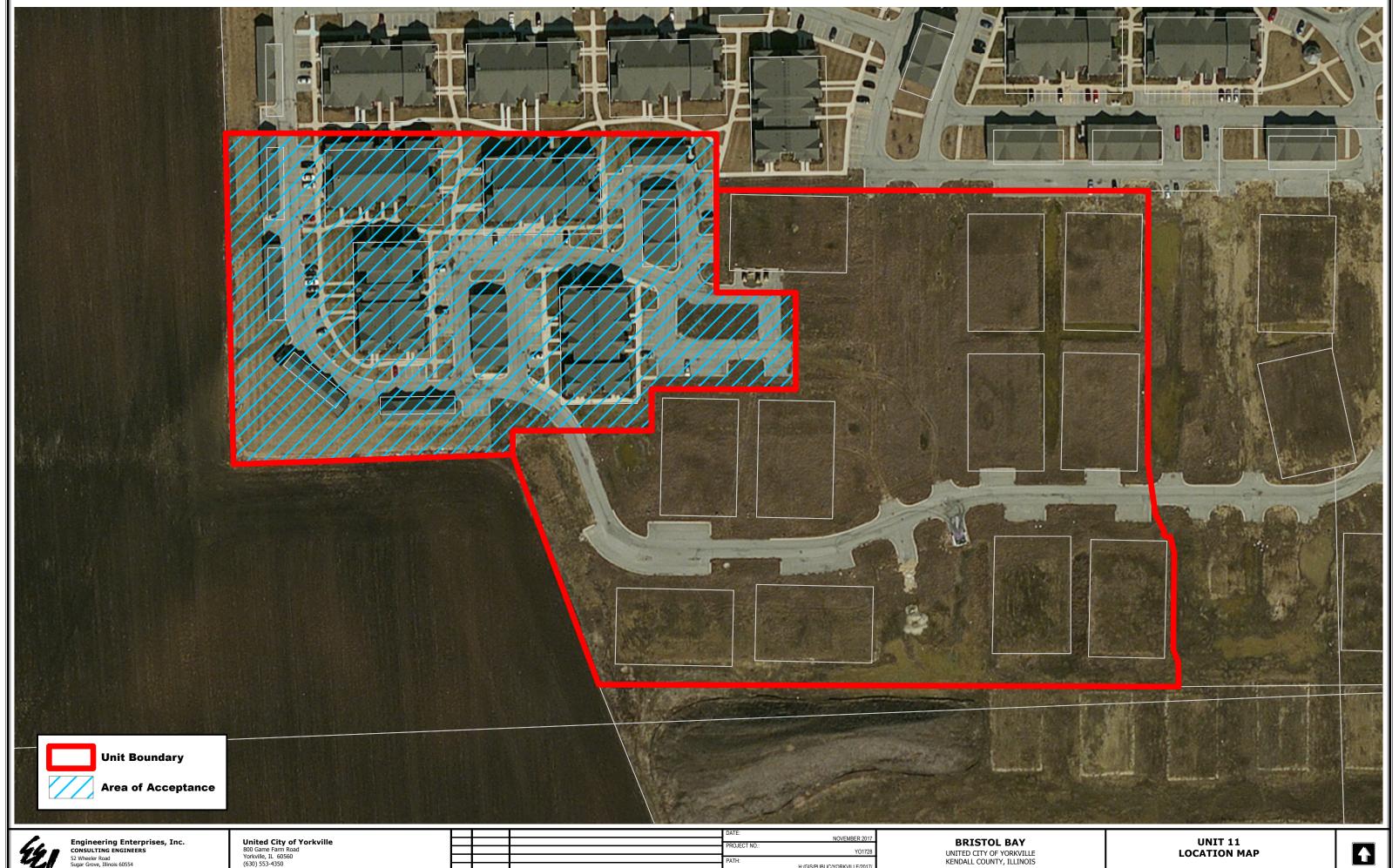
### **BILL OF SALE**

Seller,, in consideration of One and 00/100th Dollar (\$1.00), receipt hereby acknowledged, does hereby sell, assign, transfer and convey to the <i>Buyer</i> , the United City of Yorkville, an Illinois municipal corporation, at 800 Game Farm Road, Yorkville, Illinois 60560, the following personal property to wit described in Exhibit A attached hereto for the development know as Bristol Bay – Unit 11, and generally shown on Exhibit B.				
Seller hereby represent property, that said property i Seller has full right, power, and	s free and clear of al	ll liens, charges ar	nd encumbrances,	and that
IN WITNESS WHI	EREOF, Seller has, this			
Subscribed and Sworn to before me this day of, 20				
Notary Public				

UTILITIES	UNIT	QUANTITY
SANITARY SEWER CONSTRUCTION		
6" SANITARY SEWER SERVICE	FOOT	128
8" PVC (SDR 26) SANITARY SEWER (<10' DEEP)	FOOT	746
8" PVC (SDR 26) SANITARY SEWER (10'-15' DEEP)	FOOT	86
8" PVC (SDR 26) SANITARY SEWER (10'-15' DEEP)	FOOT	0
4' MANHOLES (<10' DEEP)	EACH	6
4' MANHOLES (10'-15' DEEP)	EACH	5
4' MANHOLES (15'-20' DEEP)	EACH	0
TRENCH BACKFILL	CU YD	250
WATER MAIN CONSTRUCTION		
2 - INCH WATER MAIN SERVICE, COPPER TY K	FOOT	208
6 - INCH WATER MAIN, DUCTILE IRON	FOOT	13
8 - INCH WATER MAIN, DUCTILE IRON	FOOT	1,078
WATER VALVE AND VALVE BOX, 8"	EACH	2
FIRE HYDRANTS WITH AUXILARY VALVE	EACH	2
TRENCH BACKFILL	CU YD	260
STORM SEWER CONSTRUCTION		
STORM SEWERS, CLASS A, 12"	FOOT	733
STORM SEWERS, CLASS A, 15"	FOOT	347
STORM SEWERS, CLASS A, 18"	FOOT	268
STORM SEWERS, CLASS A, 21"	FOOT	0
STORM SEWERS, CLASS A, 24"	FOOT	0
STORM SEWERS, CLASS A, 30"	FOOT	218
STORM SEWERS, CLASS A, 36"	FOOT	0
STORM SEWERS, CLASS A, 42"	FOOT	0
STORM SEWERS, CLASS A, 48"	FOOT	0
CATCH BASINS, TYPE A 4" DIAMETER, TYPE 11 FRAME & GRATE	EACH	1
CATCH BASINS, TYPE A 5" DIAMETER, TYPE 11 FRAME & GRATE	EACH	0
CATCH BASINS, TYPE A 4' DIAMETER, TYPE 8 GRATE	EACH	1
CATCH BASINS, TYPE A 4' DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	0
INLETS, TYPE A 2' DIAMETER, TYPE 8 GRATE	EACH	2
INLETS, TYPE A 2' DIAMETER, TYPE 11 FRAME, OPEN LID	EACH	3
INLETS, TYPE A 2' DIAMETER, TYPE 11 FRAME & GRATE	EACH	1
MANHOLES, TYPE A, 4' DIAMETER, TYPE 1 FRAME CLOSED LID	EACH	4
MANHOLES, TYPE A, 4' DIAMETER, TYPE 8 GRATE	EACH	1
MANHOLES, TYPE A, 4' DIAMETER, TYPE 11 FRAME & GRATE	EACH	3
MANHOLES, TYPE A, 5' DIAMETER, TYPE 1 FRAME CLOSED LID	EACH	0

# EXHIBIT A (PARTIAL ACCEPTANCE) BRISTOL BAY - UNIT 11 UNITED CITY OF YORKVILLE

MANHOLES, TYPE A, 5' DIAMETER, TYPE 8 GRATE	EACH	0
MANHOLES, TYPE A, 5' DIAMETER, TYPE 11 FRAME & GRATE	EACH	3
MANHOLES, TYPE A, 6' DIAMETER, TYPE 1 FRAME OPEN LID	EACH	0
MANHOLES, TYPE A, 6' DIAMETER, TYPE 8 GRATE	EACH	1
MANHOLES, TYPE A, 6' DIAMETER, TYPE 11 FRAME & GRATE	EACH	1
MANHOLES, TYPE A, 7' DIAMETER, TYPE 11 FRAME & GRATE	EACH	0
MANHOLES, TYPE A, 8' DIAMETER, TYPE 11 FRAME & GRATE	EACH	0





Engineering Enterprises, Inc. CONSULTING ENGINEERS 52 Wheeler Road Sugar Grove, Illinois 60554 (630) 466-6700 / www.eelweb.con

United City of Yorkville 800 Game Farm Road Yorkville, IL 60560 (630) 553-4350 http://www.yorkville.il.us

H:/GIS/PUBLIC/YORKVILLE/2017/





Reviewed By:		
Legal		
Finance		
Engineer		
City Administrator		
Human Resources		
Community Development		
Police		
Public Works		
Parks and Recreation		

Agenda Item Number
New Business #9
Tracking Number
PW 2017-93

Title: Revision to Water Meter Price – Section 7-5-4-1			
Meeting and Date: Public Works Committee - December 19, 2017			
rice			



### Memorandum

To: Public Works Committee

From: Erin Willrett, Assistant City Administrator

CC: Bart Olson, City Administrator

Date: December 19, 2017

Subject: Revision to Water Meter Price – Section 7-5-4-1

### **Summary**

Updated costs to Section 7-5-4-1 to the City's Code to match the water meter price that was authorized by City Council on July 25, 2017.

### **Background**

Several sections of the code were modified and adopted by the City Council in October, 2017. Unfortunately, the water meter price was not updated to reflect the price increase that was authorized by City Council on July 25, 2017.

### **CURRENT LANGUAGE:**

### 7-5-4-1: METER COSTS:

All meters and shall be purchased from the City at the then current prices as established by the City Council and will include the meter, couplers, gaskets, back flow prevention device (for residential units only) meter wire and outside reader.

Applicants purchasing non-residential meters will be required to purchase an approved back flow prevention device separately.

Residential Meter Costs		
5/8"x3/4" -	\$435.00	
<sup>3</sup> / <sub>4</sub> "x3/4" -	\$460.00	
* 1" -	\$590.00	

<sup>\*</sup> used only when necessitated by plumbing code

Non-Residential Meter Costs					
1 ½" -	\$1900.00				
2" -	\$2110.00				
3" -	\$2600.00				

### APPROVED LANGUAGE (July 25, 2017)/PROPOSED LANGUAGE: 7-5-4-1: METER COSTS

All meters and shall be purchased from the City at the then current prices as established by the City Council and will include the meter, couplers, gaskets, back flow prevention device (for residential units only) meter wire and outside reader.

Applicants purchasing non-residential meters will be required to purchase an approved back flow prevention device separately.

### Residential Meter Costs:

Meter Size	Cost
¾ inch	\$550.00
1 inch*	\$700.00

<sup>\*</sup>used only when necessitated by plumbing code

### Non-Residential Meter Costs:

Meter Size	Cost
1.5 inch	\$2,300.00
2 inches	\$2,500.00
3 inches	\$3,100.00

### **Recommendation**

Staff recommends approval of the City Council approved language from July 25, 2017, as outlined in the Ordinance Amending the Water Meter Fees.

### Ordinance No. 2017-\_\_\_\_

### AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS AMENDING THE WATER METER FEES

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

**WHEREAS,** the water meter fee includes for new construction the cost of the meter, outside reader, wire, residential backflow prevention device, couplers, flanges and installation of the outside reader; and,

**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 Section 7-5-4-1 of the Yorkville City Code be and is hereby amended to read as follows:

### **"7-5-4-1: METER COSTS**

All meters and shall be purchased from the City at the then current prices as established by the City Council and will include the meter, couplers, gaskets, back flow prevention device (for residential units only) meter wire and outside reader.

Applicants purchasing non-residential meters will be required to purchase an approved back flow prevention device separately.

### Residential Meter Costs:

Meter Size	Cost
<sup>3</sup> / <sub>4</sub> inch	\$550.00
1 inch*	\$700.00

<sup>\*</sup>used only when necessitated by plumbing code

### Non-Residential Meter Costs:

Meter Size	Cost
1.5 inch	\$2,300.00
2 inches	\$2,500.00
3 inches	\$3,100.00

**Section 2:** This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

ay of	_ 2017.	
		City Clerk
CARLO COLOSIMO		KEN KOCH
ACKIE MILSCHEWSKI		ARDEN JOE PLOCHER
CHRIS FUNKHOUSER		JOEL FRIEDERS
SEAVER TARULIS		ALEX HERNANDEZ
Approved by me, as Mayorday of	_	Yorkville, Kendall County, Illinois, this _
		Mayor



Reviewed By:					
Legal Finance Engineer City Administrator Human Resources Community Development					
Police Public Works	Ħ				

Parks and Recreation

Agenda Item Number				
Old Business #1				
Tracking Number				
ADM 2017-70				

### **Agenda Item Summary Memo**

rigenau item summurj rijems							
Title: Building Condition Reports 2017							
<b>Meeting and Date:</b>	Meeting and Date: Public Works Committee – December 19, 2017						
Synopsis: Discussio	n of the Reports from the Bui	lding Condition Survey that EMG performed					
on City-o	wned structures and facilities	·					
<b>Council Action Prev</b>	iously Taken:						
Date of Action: N/A	Action Taker	::					
Item Number:							
Type of Vote Requir	red: N/A						
Council Action Requ	uested: N/A						
Submitted by:	Erin Willrett	Administration					
	Name	Department					
Agenda Item Notes:							



### Memorandum

To: Public Works Committee

From: Erin Willrett, Assistant City Administrator

CC: Bart Olson, City Administrator

Date: December 19, 2017

Subject: EMG Building Condition Reports 2017

### **Summary**

Review of 908 Game Farm Road and 185 Wolf Street from the Building Condition Survey that EMG performed on City-owned structures and facilities.

### **Background**

EMG's reports include an assessment of all City-owned buildings, structures and parking facilities (structural frame and building envelope, curtain wall, roofing, plumbing, heating, air conditioning and ventilation, electrical, vertical transportation, life safety/fire protection, interior elements, code inquiries, ADA, and mold).

The presentation walks a reader through Report #005 "Beecher Community Center 908 Game Farm Road" and Report #036 "Public Works Garage (Frame Building) 185 Wolf Street".

One component of the report is to calculate the immediate repair cost. This was calculated by EMG and represents items that were in disrepair as of the date of the site visit. The description and cost are provided in the Immediate Repairs Report at the beginning of each document.

Another important report is the Replacement Reserve Report which spans a 20 year period. This outlines the description, cost and estimates the year that the item will need to be replaced/repaired/maintained. In time, this report will be uploaded to a database for staff to maintain and keep updated when items are programmed and/or completed.

Other items to note within the report is the Executive Summary where the general property information is located as well as the site visit date, point of contact and the general systematic condition summary is located.

Another major goal of the reports was to calculate the Facility Condition Index (FCI), which gives an indication of a building's overall condition. The FCI ranking is calculated by dividing the cost of the Immediate Repair cost by the cost of the Current Replacement Value. That number is represented by a percentage and that equates to a condition rating from "Good" to "Very Poor". This FCI was calculated for the current state of the facility and also the 10-year FCI. This rating can be used as a guide for each facility when determining to maintain facilities or to replace facilities.

Within the FCI findings page also included is the Current Replacement Value (CRV) and the calculation of the Total Capital Needs. The Total Capital needs is calculated by the cost of the immediate repairs added to the Replacement Reserves. This represents a cost that it will take to maintain the facility over the next 10 years.

Other items included in the report are photographs of the facility and certain equipment, a site plan of the facility, an aerial photograph of the facility, ADA checklist, and a pre-visit questionnaire. This is all information relevant to the facility and was used in the creation of the overall report.

### Recommendation

Staff has made recommendations for both City facilities based on the Building Condition Reports. This is informational at this time.

- Beecher Center, 908 Game Farm Road Continue to Maintain
- Parks Facility, 185 Wolf Street Continue to Maintain

# Yorkville Municipal Facility Condition Assessment Review



**FACILITY CONDITION ASSESSMENT** 

# Report #005

- Beecher **Community Center**
- 908 Game Farm Road



### **FACILITY CONDITION ASSESSMENT**



United City of Yorkville 800 Game Farm Road Yorkville, Illinois 60560

#### FACILITY CONDITION ASSESSMENT

Beecher Community Center 908 Game Farm Road Yorkville, Illinois 60560

PREPARED BY: 10461 Mill Run Circle, Suite 1100 Owings Mills, Maryland 21117 800.733.0660 www.EMGcorp.com

EMG CONTACT: Andrew Hupp Senior Engineering Consultant 800.733.0660 x6632 arhupp@emgcorp.com

EMG Project Number: Date of Report: On Site Date: 122700 17R000-005 322 September 13, 2017

May 23, 2017

engineering | environmental | capital planning | project management

EMG Corporate Headquarters 10481 Mill Run Circle, Suite 1100, Owings Mills, MD 21117 www.EMGcorp.com p 800.733.0880

# Immediate Repairs Report 908 Game Farm Road

- EMG outlined items that were in disrepair as of the date of the site visit. The main item are listed below:
  - Backflow Replacement- \$2,605
  - Fire Alarm System Upgrade \$22,234
  - Fire Alarm Control Panel Replacement- \$20298
- Outlines Item Number ID for more detail in report
- Page 3 of the report gives description of the immediate repair
- Appendix A outlines the pictures of the areas reviewed

## Immediate Repairs Report 908 Game Farm Road

Immediate Repairs Report Beecher Community Center

### 9/13/2017



Location Name	EMG Renamed Item Number	ID	Cost Description	Quantity	Unit	Unit Cost	Subtotal	Deficiency Repair Estimate *
Beecher Community Center	5.4	612426	Retaining Wall, Brick/Stone (per SF Face), Repair	50	SF	\$11.39	\$569	\$569
Beecher Community Center	7.2	612452	Backflow Preventer, 2", Replace	1	EA	\$2,603.17	\$2,603	\$2,603
Beecher Community Center	7.2	612469	ADA, Restroom, Lavatory Pipe Wraps, Install	6	EA	\$75.90	\$455	\$455
Beecher Community Center	7.6	612440	Fire Alarm System, Office Building, Upgrade	9423	SF	\$2.36	\$22,234	\$22,234
Beecher Community Center	7.6	612434	Fire Alarm Control Panel, Addressable, Replace	1	EA	\$20,297.59	\$20,298	\$20,298
Immediate Repairs Total								\$46,159

<sup>\*</sup> Location Factor included in totals.

# Backflow & Fire Control Panel 908 Game Farm Road



#33:

BACKFLOW PREVENTER, FIRE



#34:

FIRE ALARM CONTROL PANEL, ADDRESSABLE

# Replacement Reserve Report – 20 years 908 Game Farm Road

- Chart shows planned repairs/replacements over a 20 year timeframe (Page 3 and 4 of the Report)
- This data will be uploaded to a database
- Create report and update when items are programmed and/or completed
- This report shows additional projects to be programmed within the next 20 years.
- Large Items are listed below. Total Escalated Costs = \$1,619,074
  - Parking Lot Replacement
  - Sidewalk Replacement
  - Roof Replacement
  - Exterior Wall Replacement
  - Air Handler Replacement
  - Fire Alarm Upgrade
  - Interior and Exterior Door Replacement
  - Interior Floor Replacement
  - Kitchen Cabinet, Counter and Appliance Replacement

# Executive Summary 908 Game Farm Road

- General Property Information
- Site Visit Date/Point of Contact
- Building Condition Summary (Fair)

	Property Information			
Address:	908 Game Farm Road, Yorkville, Kendall, Illinois 60560			
Year Constructed/Renovated:	1982			
Current Occupants:	Village of Yorkville			
Percent Utilization:	100%			
	City of Yorkville, Mr. Peter Ratos			
Management Point of Contact:	630.553.8574 phone			
	pratos@yorkville.il.us email			
Property Type:	Municipal			
Site Area:	2.55 acres			
Building Area:	9,423 SF			
Number of Buildings:	1			
Number of Stories:	1			
Parking Type and Number of Spaces:	94 spaces in open lots			
Building Construction:	Conventional wood frame structure on concrete slab			
Roof Construction:	Gabled roofs with asphalt shingles			
Exterior Finishes:	Brick veneer and metal siding			
Heating, Ventilation and Air Conditioning:	Central system air handlers			
Fire and Life/Safety:	Fire sprinklers, hydrants, smoke detectors, alarms, strobes, extinguishers, pull stations, alarm panel, exit signs, and emergency battery powered lights.			
Dates of Visit:	May 22, 2017 to May 23, 2017			
On-Site Point of Contact (POC):	Erin Willret			
Assessment and Report Prepared by:	Paul Prusa			
	Al Diefert			
	Technical Report Reviewer			
	For			
Reviewed by:	Andrew Hupp			
	Program Manager			
	ahupp@emqcorp.com			
	800.733.0660 x6623			

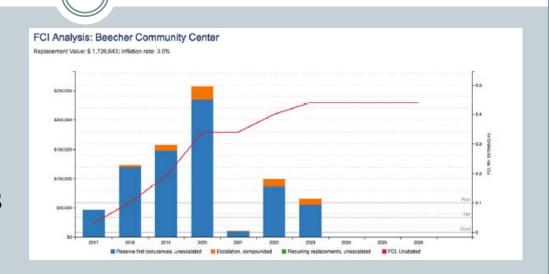
Systemic Condition Summary					
Site	Fair	HVAC	Fair		
Structure	Good	Plumbing	Fair		
Roof	Fair	Electrical	Fair		

www.EMGcorp.com p 800.733.0860

Systemic Condition Summary						
Vertical Envelope	Fair	Elevators	-			
Interiors	Fair	Fire	Fair			

## Facility Condition Index (FCI) 908 Game Farm Road

- Indication of Building's Overall Condition
- Measured for Current Year and +10 Years
- Current = Ratio of Immediate Repair Costs to Current Replacement Value
- 10 Year = Ratio of Anticipated Capital Reserve Needs to the 10 Year Replacement Value
- Rating from Very Poor to Good



Fci Condition Rating	Definition	Percentage Value	
Good	In new or well-maintained condition, with no visual evidence of wear, soiling or other deficiencies.	0% to 5%	
Fair	Subjected to wear and soiling but is still in a serviceable and functioning condition.	> than 5% to 10%	
Poor	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.	> than 10% to 60%	
Very Poor	Has reached the end of its useful or serviceable life. Renewal is now necessary.	> than 60%	

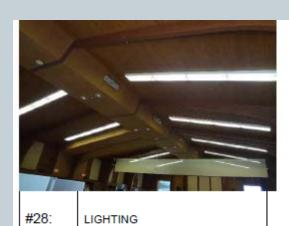
# FCI Rating Cont'd 908 Game Farm Road

- Metric for Current Year FCI = Fair
- FCI = Immediate Repair (\$46,159) / Current Replacement Value (\$1,726,643) = 2.6%
- Metric for Current Year FCI = Good
- 10-Year FCI = Replacement Reserves (\$1,068,339) / Current Replacement Value (\$1,726,643) = 61.8% = Very Poor
- Total Capital Needs through 2037 (IR + RR) = \$1,114,498
- Current Replacement Value (CRV) = \$1,726,643

Key Finding	Metric			
Current Year Facility Condition Index (FCI) FCI = (IR)/(CRV)	2.6%	Good		
10-Year Facility Condition Index (FCI) FCI = (RR)/(CRV)	61.8%	Very Poor		
Current Replacement Value (CRV)	9,423 SF * 183.24 / SF = \$1,726,643			

Year 0 (Current Year) - Immediate Repairs (IR)	\$46,159
Years 1-10 – Replacement Reserves (RR)	\$1,068,339
Total Capital Needs	\$1,114,498

# Important Pictures 908 Game Farm Road









# Work Completed Since EMG Site Visit 908 Game Farm Road

Parking Lot Paving and Striping

# FCA Report #036

- Parks Department (Public Works Garage (Frame Building)
- 185 Wolf Street



Draft - For Discussion Purposes Only

**FACILITY CONDITION ASSESSMENT** 



United City of Yorkville 800 Game Farm Road Yorkville, Illinois 60560

### FACILITY CONDITION ASSESSMENT

Public Works Garage (Frame Building) 185 Wolf Street Yorkville, Illinois 60560

PREPARED BY: 10461 Mill Run Circle, Suite 1100 Owings Mills, Maryland 21117 800.733.0660 www.EMGcorp.com

EMG CONTACT: Andrew Hupp Senior Engineering Consultant 800.733,0660 x6632 arhupp@emgcorp.com

EMG Project Number: Date of Report: 122700.17R000-041.322 July 18, 2017

On Site Date:

(GMG) engineering | environmental | capital planning | project management

## Immediate Repairs Report 185 Wolf Street

- Total Immediate Repair Cost \$109,797
- Page 2 of the Report
- Costs Include:
  - Sprinkler System Retrofit \$84,786
  - Fire Alarm System Install 25,011

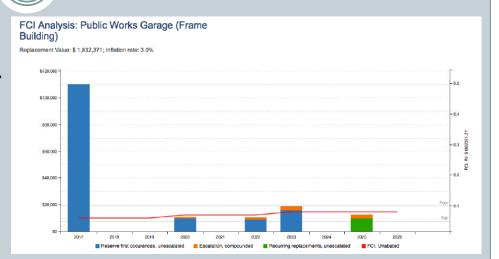
Immediate Repairs Report Public Works Garage (Frame Building) 7/18/2017								
Location Name	EMG Renamed Item Number	ID Cost Description C		QuantityUnit		Unit CostSubtotal Deficiency Repair Estimate *		
Public Works Garage (Frame Building)	7.6	618878	Sprinkler System, Full Retrofit, Office (per SF), Renovate	10600	SF	\$8.00	\$84,786	\$84,786
0 (								
Public Works Garage (Frame Building)	7.6	618875	Fire Alarm System, Office Building, Install	10600	SF	\$2.36	\$25,011	\$25,011

## Replacement Reserve Report 185 Wolf Street

- Total Deficiency Repair Estimate through 2037 = \$638,251
- Page 3 of the report
- Costly Items:
  - Parking Lot Replacement
  - Furnace Replacement
  - Interior Lighting System Upgrade
  - Sprinkler System Upgrade
  - Fire Alarm System Install
  - Interior Painting
  - Kitchen Cabinet Replacement

# FCI 185 Wolf Street

- PDF Page 6 of the report, page number 2
- Current Year Metric for FCI = Fair
- Current Year FCI = Immediate Repair (\$109,797) / Current Replacement Value (\$1,832,371) = 5.9% = Fair
- Metric for 10-Year FCI = Good
- 10-Year FCI = Replacement Reserves (\$53,136) / Current Replacement Value (\$1,832,731) = 2.8% = Good
- Total Capital Needs through 2037 (IR + RR) = \$162,933
- Current Replacement Value (CRV) = \$1,832,371



# **Important Pictures** 185 Wolf Street



INTERIOR WALL FINISH, #40: **GYPSUM** BOARD/PLASTER/METAL



INTERIOR WALL FINISH, STEEL





KITCHEN CABINET, BASE AND #47: WALL SECTION, WOOD



UNIT HEATER, NATURAL GAS

#21:

# Work Completed Since EMG Site Visit 185 Wolf Street

Parking Lot Paving and Striping

# Staff Recommendations Beecher Community Center— 908 Game Farm Road

- Immediate Repairs = \$48,168
- Replacement Reserves Report (20 year) = \$1,818,074
- Current Year FCI = 2.6% = Good
- 10-Year FCI = 61.8% = Very Poor
- Current Replacement Value (CRV) = \$1,726,643
- Total Capital Needs = \$1,114,498
- Recommendation = Continue to Maintain

# Staff Recommendations Parks Department—185 Wolf Street

- Immediate Repairs = \$109,797
- Replacement Reserves Report (20 year) = \$638,251
- Current Year FCI = 5.9% = Fair
- 10-Year FCI = 2.8% = Good
- Current Replacement Value (CRV) = \$1,832,371
- Total Capital Needs = \$162,933
- Recommendation = Continue to Maintain



# **FACILITY CONDITION ASSESSMENT**



### Prepared for:

United City of Yorkville 800 Game Farm Road Yorkville, Illinois 60560

### **FACILITY CONDITION ASSESSMENT**

Beecher Community Center 908 Game Farm Road Yorkville, Illinois 60560

### PREPARED BY:

EMG 10461 Mill Run Circle, Suite 1100 Owings Mills, Maryland 21117 800.733.0660 www.EMGcorp.com

### **EMG CONTACT:**

Andrew Hupp Senior Engineering Consultant 800.733.0660 x6632 arhupp@emgcorp.com

# **EMG Project Number:**

122700.17R000-005.322

Date of Report:

On Site Date:

September 13, 2017

May 23, 2017

## Immediate Repairs Report Beecher Community Center



# 9/13/2017

Location Name	EMG Renamed Item Number	·ID	Cost Description	Quantity	Unit	Unit Cost	Subtotal	Deficiency Repair Estimate *
Beecher Community Center	r 5.4	612426	Retaining Wall, Brick/Stone (per SF Face), Repair	50	SF	\$11.39	\$569	\$569
Beecher Community Center	r 7.2	612452	Backflow Preventer, 2", Replace	1	EA	\$2,603.17	\$2,603	\$2,603
Beecher Community Center	r 7.2	612469	ADA, Restroom, Lavatory Pipe Wraps, Install	6	EA	\$75.90	\$455	\$455
Beecher Community Center	r 7.6	612440	Fire Alarm System, Office Building, Upgrade	9423	SF	\$2.36	\$22,234	\$22,234
Beecher Community Center	r 7.6	612434	Fire Alarm Control Panel, Addressable, Replace	1	EA	\$20,297.59	\$20,298	\$20,298
Immediate Repairs Total								\$46,159

<sup>\*</sup> Location Factor included in totals.

# Beecher Community Center



# 9/13/2017

ocation Name	Iten	named n	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	/Unit	Unit Cost	Subtotal	2017 20	18 2019 20	20 202	21 2022	2 2023	2024	1 2025	2026	2027 2	2028 2029	2030 203	1 203	2 2033	3 2034	2035 20	Deficier 036 Rep Estim
Beecher Community Ce		mber 5.2	612307 Parking Lots, Asphalt Pavement, Mill & Overlay	25	23	2	43802	SF	\$3.28	\$ \$143,688		\$143,688										T				\$143,6
Beecher Community Ce		5.2	612308 Parking Lots, Asphalt Pavement, Seal & Stripe	5	0	5	11308	SF		\$4,291				\$4,291					\$4,291			\$4,291				\$12,8
Beecher Community Ce		5.2	612309 Pedestrian Pavement, Sidewalk, Concrete, Replace	30	29	1	6052	SF		\$119,962	\$119,96	2		7 .,=-					* 1,211			7 .,= .				\$119,9
Beecher Community Ce			612426 Retaining Wall, Brick/Stone (per SF Face), Repair	0	0	0	50	SF	\$11.39		\$569															\$5
Beecher Community Ce		5.5	612412 High Pressure Sodium Lighting Fixture, 400 W, Replace	20	10	10	1	EA	\$1,033.67		Ψ000								\$1,034			-				\$1,0
Beecher Community Ce		5.5	612305 Signage, Property, Monument/Pylon, Replace	20	10	10	1	EA	\$8,602.00										\$8,602							\$8,6
Beecher Community Ce		5.5	612411 Flagpole, Metal, Replace	20	5	15	1	EA	\$2,530.00										<b>40,002</b>			\$2,530	)			\$2,5
Beecher Community Ce			612410 Pole Light, Exterior, 135 to 1000 W HID (Fixture Only), Replace	20	10	10	4	EA	-	\$18,522									\$18,522			1,7				\$18,5
Beecher Community Ce			612306 Roof, Asphalt Shingle, Replace	20	15	5	11308	SF		\$38,679				\$38,679					7.10,022							\$38,6
Beecher Community Ce		6.4	612310 Exterior Wall, Aluminum Siding, Replace	40	34	6	6000	SF		\$52,049				700,000	\$52,049											\$52,0
Beecher Community Ce		6.6	612419 Window, Aluminum, Replace	30	28	2	2	EA		\$1,168		\$1,168			<b>402,0.0</b>											\$1,
Beecher Community Ce		6.6	612418 Window, Aluminum Double-Glazed Large, Replace	30	15	15	6	EA		5 \$5,223		<b>41,130</b>										\$5,223	1			\$5,2
Beecher Community Ce		6.6	612420 Window, Aluminum Double-Glazed Small, Replace	30	15	15	29	EA	-	\$16,942												\$16,942				\$16,9
Seecher Community Ce		6.6	612414 Exterior Door, Fully-Glazed Aluminum-Framed Swinging Motor-Operated, Replace		20	10	2	EA	\$10,194.36										\$20,389			ψ. 3,0 TZ				\$20,3
Beecher Community Ce		6.6	612413 Exterior Door, Fully-Glazed Aluminum-Framed Swinging, Replace	30	20	10	5	EA	-	\$10,533									\$10,533							\$10,
Beecher Community Ce		6.7	612425 Pedestrian Pavement, Sidewalk, Clay Brick/Masonry Pavers, Replace	30	20	10	75	SF		\$2,558									\$2,558			-				\$2,5
Beecher Community Ce		7.1	612487 Air Handler, Exterior, 10,001 to 16,000 CFM, Replace	15	12	3	1	EA	\$70,713.29			\$70,71	3						Ψ2,000						\$70,713	\$141,4
Beecher Community Ce		7.1	612483 Air Handler, Exterior, 4,001 to 6,000 CFM, Replace	15	12	3	1	EA	\$27,804.57			\$27,80	_									-			\$27,805	\$55,
seecher Community Ce			612482 Air Handler, Exterior, 8,001 to 10,000 CFM, Replace	15	12	3	1	EA	\$45,895.13			\$45,89										-			\$45,895	\$91,
eecher Community Ce			612490 Exhaust Fan, Centrifugal, 1,500 CFM, Replace	15	12	3	1	EA		\$ \$2,664		\$2,66													\$2,664	\$5,
eecher Community Ce		7.1	612488 Exhaust Fan, Centrifugal, 2,500 CFM, Replace	15	12	3	1	EA		3 \$3,073		\$3,07	_												\$3,073	\$6,
eecher Community Ce		7.1	612489 Exhaust Fan, Centrifugal, 2,000 CFM, Replace	15	12	3	1	EA	\$2,664.18			\$2,66													\$2,664	\$5,
eecher Community Ce		7.2	612475 Toilet, Tankless (Water Closet), Replace	20	10	10	5	EA	\$842.97			ψ2,00	,-						\$4,215			-			Ψ2,004	\$4,
eecher Community Ce			612476 Urinal, Vitreous China, Replace	20	10	10	2	EA	\$1,193.44										\$2,387							\$2,
-					10	10	6	EA														-				\$3,
eecher Community Ce		7.2	612468 Lavatory, Vitreous China, Replace	20			1			\$3,436									\$3,436			-				
seecher Community Ce		7.2	612478 Service Sink, Porcelain Enamel, Cast Iron, Replace 612462 Sink, Stainless Steel, Replace	20	10	10	1	EA	-	\$ \$1,360 \$ \$2,108									\$1,360			-		-		\$1, \$2,
Seecher Community Ce		7.2	· · · · · · · · · · · · · · · · · · ·	20	10		4	EA	\$1,054.05					\$1,258					\$2,108			\$1,258				
Beecher Community Ce			612481 Drinking Fountain, Refrigerated, Replace	10	5	5	1	EA		\$1,258	22.602			\$1,250	'											\$2,
Beecher Community Ce			612452 Backflow Preventer, 2", Replace	15	15	0		EA		\$2,603	52,003				00.040							\$2,603				\$5,
seecher Community Ce			612477 Water Heater, Gas, Residential, 50 GAL, Replace	10	4	6	1	EA		\$ \$2,349	0.455				\$2,349								\$2,349	<u> </u>		\$4,
eecher Community Ce			612469 ADA, Restroom, Lavatory Pipe Wraps, Install	0	0	0	6	EA	\$75.90		\$455								25.000							\$
seecher Community Ce			612448 Distribution Panel, 208 Y, 120 V, 100 Amp, Replace	30	20	10	1	EA		\$5,080									\$5,080							\$5,
eecher Community Ce			612461 Distribution Panel, 208 Y, 120 V, 100 Amp, Replace	30	20	10	1	EA	-	\$5,080									\$5,080			-				\$5,
Beecher Community Ce			612441 Main Distribution Panel, 208 Y, 120 V, 800 Amp, Replace	30	20	10	1	EA	\$13,423.81										\$13,424			-				\$13,
Beecher Community Ce			612442 Distribution Panel, 208 Y, 120 V, 225 Amp, Replace	30	20	10	1	EA	\$7,951.00										\$7,951			-				\$7,
eecher Community Ce			612421 Metal Halide Lighting Fixture, 250 W, Replace	20	10	10	3	EA		\$2,245									\$2,245			-				\$2,
eecher Community Ce			612449 Lighting System, Interior, Upgrade	25	15	10	9423	SF		\$87,087									\$87,087			-				\$87,
seecher Community Ce			612450 Backflow Preventer, 6", Replace	15	5	10	1	EA		\$ \$9,345									\$9,345			-	-			\$9,
eecher Community Ce			612433 Sprinkler Heads (per SF), Replace	20	17	3	9423	SF		\$12,531		\$12,53	31									<u> </u>				\$12,
Seecher Community Ce			612480 Fire Extinguisher, Replace	15	0	15	3	EA		\$1,070												\$1,070	-		00.405	\$1,
Beecher Community Ce			612457 Fire Suppression System, Wet Chemical, Replace	15	12	3	1	EA		\$3,489		\$3,48	39									-			\$3,489	\$6,
Beecher Community Ce			612440 Fire Alarm System, Office Building, Upgrade	20	34	0	9423	SF		\$22,234 \$2												<u> </u>				\$22,
eecher Community Ce			612434 Fire Alarm Control Panel, Addressable, Replace	15	34	0	1	EA		\$20,298 \$	20,298											\$20,298				\$40,
Beecher Community Ce	enter	7.6	612430 Emergency/Exit Combo, Replace	10	7	3	2	EA	\$687.51	\$1,375		\$1,37	75								\$1,375					\$2,7
Beecher Community Ce	enter	7.6	612427 Exit Lighting Fixture, Backlit, Replace	10	7	3	6	EA	\$405.01	\$2,430		\$2,43	80								\$2,430					\$4,8

Location Name	EMG Renamed Item Number	ID Cost Description	Lifespar (EUL)	<sup>l</sup> EAge	RUL	Quantit	yUnit	Unit Cost	Subtotal 2	2017 2018	2019	2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034	2035	Deficiency 2036 Repair Estimate
Beecher Community Center	r 8.1	612455 Interior Door, Wood Solid-Core, Replace	20	10	10	20	EA	\$1,423.11	\$28,462			\$28,462		\$28,462
Beecher Community Center	r 8.1	612456 Interior Door, Fire 90-Minutes and Over, Replace	20	10	10	3	EA	\$1,649.06	\$4,947			\$4,947		\$4,947
Beecher Community Center	r 8.1	612454 Interior Door, Fully-Glazed Aluminum-Framed Swinging, Replace	30	15	15	1	EA	\$2,106.57	\$2,107			\$2,107		\$2,107
Beecher Community Center	r 8.1	612470 Toilet Partitions, Metal Overhead-Braced, Replace	20	10	10	5	EA	\$850.00	\$4,250			\$4,250		\$4,250
Beecher Community Center	r 8.1	612311 Interior Wall Finish, Concrete/Masonry, Prep & Paint	8	4	4	4947	SF	\$1.45	\$7,178			\$7,178		\$14,356
Beecher Community Center	r 8.1	612312 Interior Wall Finish, Gypsum Board/Plaster/Metal, Prep & Paint	8	4	4	707	SF	\$1.42	\$1,006			\$1,006		\$2,012
Beecher Community Center	r 8.1	612320 Interior Wall Finish, Acoustical Tile (ACT) Fabric-Faced, Replace	20	10	10	707	SF	\$13.33	\$9,424			\$9,424		\$9,424
Beecher Community Center	r 8.1	612327 Interior Floor Finish, Vinyl Tile (VCT), Replace	15	12	3	2827	SF	\$4.80	\$13,571			\$13,571	\$13,571	\$27,143
Beecher Community Center	r 8.1	612404 Interior Floor Finish, Quarry Tile, Replace	50	34	16	942	SF	\$15.19	\$14,307			\$14,307		\$14,307
Beecher Community Center	r 8.1	612321 Interior Floor Finish, Carpet Standard-Commercial Medium-Traffic, Replace	10	7	3	5654	SF	\$7.26	\$41,027			\$41,027		\$82,054
Beecher Community Center	r 8.1	612409 Interior Ceiling Finish, Gypsum Board/Plaster, Prep & Paint	10	6	4	471	SF	\$1.94	\$912			\$912		\$1,824
Beecher Community Center	r 8.1	612406 Interior Ceiling Finish, Acoustical Tile (ACT), Replace	20	18	2	942	SF	\$3.11	\$2,931		\$2,931			\$2,931
Beecher Community Center	r 8.1	612408 Interior Ceiling Finish, Acoustical Tile (ACT), Replace	20	5	15	754	SF	\$3.11	\$2,346			\$2,346		\$2,346
Beecher Community Center	r 8.1	612431 Kitchen Cabinet, Base and Wall Section, Wood, Replace	20	15	5	80	LF	\$467.63	\$37,411			\$37,411		\$37,411
Beecher Community Center	r 8.1	612432 Kitchen Counter, Plastic Laminate, Postformed, Replace	10	5	5	80	LF	\$43.90	\$3,512			\$3,512		\$7,023
Beecher Community Center	r 8.2	612459 Commercial Kitchen, Exhaust Hood, Replace	15	12	3	1	EA	\$7,571.72	\$7,572			\$7,572	\$7,572	\$15,143
Beecher Community Center	r 8.2	612460 Commercial Kitchen, Range/Oven, 6-Burner w/ Griddle, Replace	15	5	10	1	EA	\$9,288.00	\$9,288			\$9,288		\$9,288
Totals, Unescalated			-					-	\$46,	159 \$119,962 \$	147,787	\$234,809 \$9,096 \$85,150 \$54,398 \$0 \$0 \$0 \$266,017 \$0 \$8,184 \$44,832 \$912 \$62,178 \$16,656 \$0 \$	177,446	\$0 \$1,273,587
Totals, Escalated (3.0% in	flation, co	mpounded annually)							\$46,	159 \$123,560 \$	156,787	\$256,582 \$10,238 \$98,712 \$64,954 \$0 \$0 \$0 \$357,505 \$0 \$11,669 \$65,838 \$1,380 \$96,871 \$26,728 \$0 \$	302,090	\$0 \$1,619,074

# **TABLE OF CONTENTS**

1.	Execu	ıtive Summary	
	1.1.	Property Information and General Physical Condition	
	1.2.	Facility Condition Index (FCI)	2
	1.3.	Special Issues and Follow-Up Recommendations	
	1.4.	Opinions of Probable Cost	
		Methodology	
		Immediate Repairs	
		Replacement Reserves	
2.	Purpo	se and Scope	!
	2.1.	Purpose	
	2.2.	Scope	
	2.3.	Personnel Interviewed	
	2.4.	Documentation Reviewed	
	2.5.	Pre-Survey Questionnaire	
	2.6.	Weather Conditions	
3.		sibility and Property Research	
	3.1.	ADA Accessibility	
	3.2.	Municipal Information, Flood Zone and Seismic Zone	
4.	Existi	ng Building Assessment	
	4.1.	Unit or Space Types	
	4.2.	Inaccessible Areas or Key Spaces Not Observed	
5.	Site In	nprovements	
	5.1.	Utilities	
	5.2.	Parking, Paving, and Sidewalks	
	5.3.	Drainage Systems and Erosion Control	
	5.4.	Topography and Landscaping	
	5.5.	General Site Improvements	
6.		ng Architectural and Structural Systems	
	6.1.	Foundations	
	6.2.	Superstructure	
	6.3.	Roofing	
	6.4.	Exterior Walls	
	6.5.	Exterior and Interior Stairs	
	6.6.	Exterior Windows and Doors	
_	6.7.	Patio, Terrace, and Balcony	
7.		ng Mechanical and Plumbing Systems	. 18
	7.1.	Building Heating, Ventilating, and Air Conditioning (HVAC)	.18
	7.2.	Building Plumbing and Domestic Hot Water	- 10
	7.3. 7.4.		
	7.4. 7.5.	Building Electrical  Building Elevators and Conveying Systems	
	7.5. 7.6.	Fire Protection and Security Systems	
	7.0. 7.7.	Life Support Systems	
0		or Spaces	
0.	8.1.	Interior Finishes	
	8.2.	Commercial Kitchen & Laundry Equipment	
0		· · ·	
9. 10		Structures	
		ration	. 23 26
	4111141	nines	-/1

# 1. Executive Summary

# 1.1. Property Information and General Physical Condition

The property information is summarized in the table below. More detailed descriptions may be found in the various sections of the report and in the Appendices.

	Property Information
Address:	908 Game Farm Road, Yorkville, Kendall, Illinois 60560
Year Constructed/Renovated:	1982
Current Occupants:	Village of Yorkville
Percent Utilization:	100%
Management Point of Contact:	City of Yorkville, Mr. Peter Ratos 630.553.8574 phone pratos@yorkville.il.us email
Property Type:	Municipal
Site Area:	2.55 acres
Building Area:	9,423 SF
Number of Buildings:	1
Number of Stories:	1
Parking Type and Number of Spaces:	94 spaces in open lots
Building Construction:	Conventional wood frame structure on concrete slab
Roof Construction:	Gabled roofs with asphalt shingles
Exterior Finishes:	Brick veneer and metal siding
Heating, Ventilation and Air Conditioning:	Central system air handlers
Fire and Life/Safety:	Fire sprinklers, hydrants, smoke detectors, alarms, strobes, extinguishers, pull stations, alarm panel, exit signs, and emergency battery powered lights.
Dates of Visit:	May 22, 2017 to May 23, 2017
On-Site Point of Contact (POC):	Erin Willret
Assessment and Report Prepared by:	Paul Prusa
Reviewed by:	Al Diefert Technical Report Reviewer For Andrew Hupp Program Manager ahupp@emgcorp.com
	800.733.0660 x6623

Systemic Condition Summary						
Site	Fair	HVAC	Fair			
Structure	Good	Plumbing	Fair			
Roof	Fair	Electrical	Fair			

	Systemic Con	dition Summary	1
Vertical Envelope	Fair	Elevators	
Interiors	Fair	Fire	Fair

The following bullet points highlight the most significant short term and modernization recommendations:

- Full replacement of concrete sidewalks
- Mill and overlay of asphalt parking lot
- Modernization of the fire alarm system
- ADA accessibility upgrades

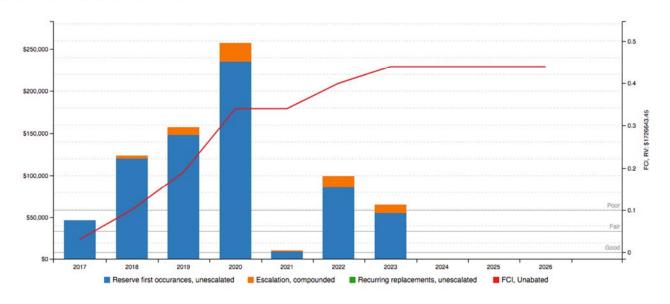
Generally, the property appears to have been constructed within industry standards in force at the time of construction. The property appears to have been well maintained since it was first occupied and is in fair overall condition.

According to property management personnel, the property has had a limited capital improvement expenditure program over the past three years, primarily consisting of painting and sidewalk repairs. Supporting documentation was not provided in support of these claims but some of the work is evident.

# 1.2. Facility Condition Index (FCI)

### FCI Analysis: Beecher Community Center

Replacement Value: \$ 1,726,643; Inflation rate: 3.0%



One of the major goals of the FCA is to calculate the FCI, which gives an indication of a building's overall condition. Two FCI ratios are calculated and presented, the Current Year and Ten-Year. The Current Year FCI is the ratio of Immediate Repair Costs to the building's Current Replacement Value. Similarly, the Ten-Year FCI is the ratio of anticipated Capital Reserve Needs over the next ten years to the Current Replacement Value.

Fci Condition Rating	Definition	Percentage Value
Good	In new or well-maintained condition, with no visual evidence of wear, soiling or other deficiencies.	0% to 5%
Fair	Subjected to wear and soiling but is still in a serviceable and functioning condition.	> than 5% to 10%

Fci Condition Rating	Definition	Percentage Value
Poor	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.	> than 10% to 60%
Very Poor	Has reached the end of its useful or serviceable life. Renewal is now necessary.	> than 60%

The graphs above and tables below represent summary-level findings for the FCA. The deficiencies identified in this assessment can be combined with potential new construction requirements to develop an overall strategy that can serve as the basis for a portfolio-wide capital improvement funding strategy. Key findings from the assessment include:

Key Finding	Metric			
Current Year Facility Condition Index (FCI) FCI = (IR)/(CRV)	2.6%	Good		
10-Year Facility Condition Index (FCI) FCI = (RR)/(CRV)	61.8%	Very Poor		
Current Replacement Value (CRV)	9,423 SF * 183.24	/ SF = \$1,726,643		

Year 0 (Current Year) - Immediate Repairs (IR)	\$46,159
Years 1-10 – Replacement Reserves (RR)	\$1,068,339
Total Capital Needs	\$1,114,498

The major issues contributing to the Immediate Repair Costs and the Current Year FCI ratio are summarized below:

- Full replacement of concrete sidewalks
- Mill and overlay of asphalt parking lot
- Modernization of the fire alarm system

Further detail on the specific costs that make up the Immediate Repair Costs can be found in the cost tables at the beginning of this report.

### 1.3. Special Issues and Follow-Up Recommendations

As part of the FCA, a limited assessment of accessible areas of the building(s) was performed to determine the presence of fungal growth, conditions conducive to fungal growth, and/or evidence of moisture. Property personnel were interviewed concerning any known or suspected fungal growth, elevated relative humidity, water intrusion, or mildew-like odors. Sampling is not a part of this assessment.

There are no visual indications of the presence of fungal growth, conditions conducive to fungal growth, or evidence of moisture in representative readily accessible areas of the property.

### 1.4. Opinions of Probable Cost

Cost estimates are attached at the front of this report (following the cover page).

These estimates are based on Invoice or Bid Document/s provided either by the Owner/facility and construction costs developed by construction resources such as *R.S. Means* and *Marshall & Swift*, EMG's experience with past costs for similar properties, city cost indexes, and assumptions regarding future economic conditions.

Opinions of probable costs should only be construed as preliminary, order of magnitude budgets. Actual costs most probably will vary from the consultant's opinions of probable costs depending on such matters as type and design of suggested remedy, quality of materials and installation, manufacturer and type of equipment or system selected, field conditions, whether a physical deficiency is repaired or replaced in whole, phasing of the work (if applicable), quality of contractor, quality of project management exercised, market conditions, and whether competitive pricing is solicited, etc. ASTM E2018-08 recognizes that certain opinions of probable costs cannot be developed within the scope of this guide without further study. Opinions of probable cost for further study should be included in the FCA.



### 1.4.1. Methodology

Based upon site observations, research, and judgment, along with referencing Expected Useful Life (EUL) tables from various industry sources, EMG opines as to when a system or component will most probably necessitate replacement. Accurate historical replacement records, if provided, are typically the best source of information. Exposure to the elements, initial quality and installation, extent of use, the quality and amount of preventive maintenance exercised, etc., are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual chronological age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its effective age. Projections of Remaining Useful Life (RUL) are based on continued use of the Property similar to the reported past use. Significant changes in occupants and/or usage may affect the service life of some systems or components.

Where quantities could not be derived from an actual take-off, lump sum costs or allowances are used. Estimated costs are based on professional judgment and the probable or actual extent of the observed defect, inclusive of the cost to design, procure, construct and manage the corrections.

### 1.4.2. Immediate Repairs

Immediate repairs are opinions of probable costs that require immediate action as a result of: (1) material existing or potential unsafe conditions, (2) material building or fire code violations, or (3) conditions that, if not addressed, have the potential to result in, or contribute to, critical element or system failure within one year or will most probably result in a significant escalation of its remedial cost.

### 1.4.3. Replacement Reserves

Replacement Reserves are for recurring probable expenditures, which are not classified as operation or maintenance expenses. The replacement reserves should be budgeted for in advance on an annual basis. Replacement Reserves are reasonably predictable both in terms of frequency and cost. However, Replacement Reserves may also include components or systems that have an indeterminable life but, nonetheless, have a potential for failure within an estimated time period.

Replacement Reserves exclude systems or components that are estimated to expire after the reserve term and are not considered material to the structural and mechanical integrity of the subject property. Furthermore, systems and components that are not deemed to have a material effect on the use of the Property are also excluded. Costs that are caused by acts of God, accidents, or other occurrences that are typically covered by insurance, rather than reserved for, are also excluded.

Replacement costs are solicited from ownership/property management, EMG's discussions with service companies, manufacturers' representatives, and previous experience in preparing such schedules for other similar facilities. Costs for work performed by the ownership's or property management's maintenance staff are also considered.

EMG's reserve methodology involves identification and quantification of those systems or components requiring capital reserve funds within the assessment period. The assessment period is defined as the effective age plus the reserve term. Additional information concerning system's or component's respective replacement costs (in today's dollars), typical expected useful lives, and remaining useful lives were estimated so that a funding schedule could be prepared. The Replacement Reserves Schedule presupposes that all required remedial work has been performed or that monies for remediation have been budgeted for items defined in the Immediate Repair Cost Estimate.



# 2. Purpose and Scope

# 2.1. Purpose

EMG was retained by the client to render an opinion as to the Property's current general physical condition on the day of the site visit.

Based on the observations, interviews and document review outlined below, this report identifies significant deferred maintenance issues, existing deficiencies, and material code violations of record at municipal offices, which affect the Property's use. Opinions are rendered as to its structural integrity, building system condition and the Property's overall condition. The report also notes building systems or components that have realized or exceeded their typical expected useful lives.

#### **CONDITIONS:**

The physical condition of building systems and related components are typically defined as being in one of five conditions: Excellent, Good, Fair, Poor, Failed or a combination thereof. For the purposes of this report, the following definitions are used:

, ,	•	
Excellent	=	New or very close to new; component or system typically has been installed within the past year, sound and performing its function. Eventual repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Good	=	Satisfactory as-is. Component or system is sound and performing its function, typically within the first third of its lifecycle. However, it may show minor signs of normal wear and tear. Repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Fair	=	Showing signs of wear and use but still satisfactory as-is, typically near the median of its estimated useful life. Component or system is performing adequately at this time but may exhibit some signs of wear, deferred maintenance, or evidence of previous repairs. Repair or replacement will be required due to the component or system's condition and/or its estimated remaining useful life.
Poor	=	Component or system is significantly aged, flawed, functioning intermittently or unreliably; displays obvious signs of deferred maintenance; shows evidence of previous repair or workmanship not in compliance with commonly accepted standards; has become obsolete; or exhibits an inherent deficiency. The present condition could contribute to or cause the deterioration of contiguous elements or systems. Either full component replacement is needed or repairs are required to restore to good condition, prevent premature failure, and/or prolong useful life.
Failed	=	Component or system has ceased functioning or performing as intended. Replacement, repair, or other significant corrective action is recommended or required.
Not Applicable	=	Assigning a condition does not apply or make logical sense, most commonly due to the item in question not being present.

#### FORMAT OF THE BODY OF THE REPORT:

Throughout sections 5 through 9 of this report, each report section will typically contain three subsections organized in the following sequence:

- A descriptive table (and/or narrative), which identifies the components assessed, their condition, and other key data points.
- A simple bulleted list of Anticipated Lifecycle Replacements, which lists components and assets typically in Excellent, Good, or Fair condition at the time of the assessment but that will require replacement or some other attention once aged past their estimated useful life. These listed components are typically included in the associated inventory database with costs identified and budgeted beyond the first several years.
- A bulleted cluster of Actions/Comments, which include more detailed narratives describing deficiencies, recommended repairs, and short term replacements. The assets and components associated with these bullets are/were typically problematic and in Poor or Failed condition at the time of the assessment, with corresponding costs included within the first few years.



#### **PLAN TYPES:**

Each line item in the cost database is assigned a Plan Type, which is the primary reason or rationale for the recommended replacement, repair, or other corrective action. This is the "why" part of the equation. A cost or line item may commonly have more than one applicable Plan Type; however, only one Plan Type will be assigned based on the "best" fit, typically the one with the greatest significance. The following Plan Types are listed in general weighted order of importance:

Safety	=	An observed or reported unsafe condition that if left unaddressed could result in an injury; a system or component that presents a potential liability risk.
Performance/Integrity	=	Component or system has failed, is almost failing, performs unreliably, does not perform as intended, and/or poses a risk to overall system stability.
Accessibility	=	Does not meet ADA, UFAS, and/or other handicap accessibility requirements.
Environmental	=	Improvements to air or water quality, including removal of hazardous materials from the building or site.
Modernization/Adaptation	=	Conditions, systems, or spaces that need to be upgraded in appearance or function to meet current standards, facility usage, or client/occupant needs.
Lifecycle/Renewal	=	Any component or system in which future repair or replacement is anticipated beyond the next several years and/or is of minimal substantial early-term consequence.

# 2.2. Scope

The standard scope of the Facility Condition Assessment includes the following:

- Visit the Property to evaluate the general condition of the building and site improvements, review available construction documents in order to familiarize ourselves with, and be able to comment on, the in-place construction systems, life safety, mechanical, electrical, and plumbing systems, and the general built environment.
- Identify those components that are exhibiting deferred maintenance issues and provide cost estimates for Immediate Costs and Replacement Reserves based on observed conditions, maintenance history and industry standard useful life estimates. This will include the review of documented capital improvements completed within the last five-year period and work currently contracted for, if applicable.
- Provide a full description of the Property with descriptions of in-place systems and commentary on observed conditions.
- Provide a general statement of the subject Property's compliance to Title III of the Americans with Disabilities Act. This will not
  constitute a full ADA survey, but will help identify exposure to issues and the need for further review.
- Perform a limited assessment of accessible areas of the building(s) for the presence of fungal growth, conditions conducive to fungal growth, and/or evidence of moisture. EMG will also interview Project personnel regarding the presence of any known or suspected fungal growth, elevated relative humidity, water intrusion, or mildew-like odors. Potentially affected areas will be photographed. Sampling will not be considered in routine assessments.
- List the current utility service providers.
- Review maintenance records and procedures with the in-place maintenance personnel.
- Observe a representative sample of the interior spaces/units, including vacant spaces/units, in order to gain a clear understanding of
  the property's overall condition. Other areas to be observed include the exterior of the property, the roofs, interior common areas,
  and the significant mechanical, electrical and elevator equipment rooms.
- Provide an Executive Summary at the beginning of this report.

### 2.3. Personnel Interviewed

The management and building engineer were interviewed for specific information relating to the physical property, available maintenance procedures, historical performance of key building systems and components, available drawings and other documentation. The following personnel from the facility and government agencies were interviewed in the process of conducting the FCA:

Name and Title	Organization	Phone Number
Erin Willret	City of Yorkville	630.553.8574

The FCA was performed without the assistance of an onsite Point of Contact (POC).



### 2.4. Documentation Reviewed

Prior to the FCA, relevant documentation was requested that could aid in the knowledge of the subject property's physical improvements, extent and type of use, and/or assist in identifying material discrepancies between reported information and observed conditions. The review of submitted documents does not include comment on the accuracy of such documents or their preparation, methodology, or protocol. The Documentation Request Form is provided in Appendix E.

Although Appendix E provides a summary of the documents requested or obtained, the following list provides more specific details about some of the documents that were reviewed or obtained during the site visit.

No documents were available

# 2.5. Pre-Survey Questionnaire

A Pre-Survey Questionnaire was sent to the POC prior to the site visit. The questionnaire is included in Appendix E.

### 2.6. Weather Conditions

May 22, 2017: Clear, with temperatures in the 80s (°F) and light winds.

May 23, 2017: Raining, with temperatures in the 70s (°F) and light winds.



# 3. Accessibility and Property Research

# 3.1. ADA Accessibility

Generally, Title III of the Americans with Disabilities Act (ADA) prohibits discrimination by entities to access and use of "areas of public accommodations" and "commercial facilities" on the basis of disability. Regardless of its age, these areas and facilities must be maintained and operated to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

Buildings completed and occupied after January 26, 1992 are required to comply fully with the ADAAG. Existing facilities constructed prior to this date are held to the lesser standard of compliance to the extent allowed by structural feasibility and the financial resources available. As an alternative, a reasonable accommodation pertaining to the deficiency must be made.

During the FCA, a limited visual observation for ADA accessibility compliance was conducted. The scope of the visual observation was limited to those areas set forth in *EMG's Abbreviated Accessibility Checklist* provided in Appendix D of this report. It is understood by the Client that the limited observations described herein does not comprise a full ADA Compliance Survey, and that such a survey is beyond the scope of EMG's undertaking. Only a representative sample of areas was observed and, other than as shown on the Abbreviated Accessibility Checklist, actual measurements were not taken to verify compliance.

At an office property, the areas considered as a public accommodation besides the site itself and parking, are the exterior accessible route, the interior accessible route up to the tenant lease lines and the interior common areas, including the common area restrooms.

The facility does not appear to be accessible with Title III of the Americans with Disabilities Act. Elements as defined by the ADAAG that are not accessible as stated within the priorities of Title III, are as follows:

#### **Parking**

Adequate number of designated parking stalls and signage for vans are not provided.

#### Restrooms

- Wrap drain pipes below lavatory with insulation; protect against contact with hot, sharp, or abrasive surfaces.
- Add pull station alarm in unisex bathroom.

A full ADA Compliance Survey may reveal additional aspects of the property that are not in compliance.

Corrections of these conditions should be addressed from a liability standpoint, but are not necessarily code violations. The Americans with Disabilities Act Accessibility Guidelines concern civil rights issues as they pertain to the disabled and are not a construction code, although many local jurisdictions have adopted the Guidelines as such. The cost to address the achievable items noted above is included in the cost tables.

# 3.2. Municipal Information, Flood Zone and Seismic Zone

Not applicable.



# 4. Existing Building Assessment

# 4.1. Unit or Space Types

All 9,423 square feet of the building are occupied by a single occupant, City of Yorkville. The spaces are a combination of offices, recreation rooms, kitchen, supporting restrooms, mechanical, and other utility spaces.

# 4.2. Inaccessible Areas or Key Spaces Not Observed

The interior spaces were observed in order to gain a clear understanding of the property's overall condition. Other areas accessed included the site within the property boundaries, exterior of the property and the roof. All areas of the property were available for observation during the site visit.

# 5. Site Improvements

# 5.1. Utilities

The following table identifies the utility suppliers and the condition and adequacy of the services.

	Site Utilities	
Utility	Supplier	Condition and Adequacy
Sanitary sewer	City of Yorkville	Good
Storm sewer	City of Yorkville	Good
Domestic water	City of Yorkville	Good
Electric service	Commonwealth Edison	Good
Natural gas service	Nicor Gas	Good

#### Actions/Comments:

 According to the POC, the utilities provided are adequate for the property. There are no unique, onsite utility systems such as emergency electrical generators, septic systems, water or waste water treatment plants, or propane gas tanks.

# 5.2. Parking, Paving, and Sidewalks

Item	Description
Main Ingress and Egress	Game Farm Road
Access from	West
Additional Entrances	Library Parking Lot
Additional Access from	South

Paving and Flatwork					
Item	Material	Last Work Done	Condition		
Entrance Driveway Apron	Asphalt	Less than 5 years	Good		
Parking Lot	Asphalt	More than 20 years	Poor		
Drive Aisles	Asphalt	More than 20 years	Poor		
Service Aisles	None		-		
Sidewalks	Concrete	More than 20 years	Poor		
Curbs	Concrete	More than 20 years	Poor		
Site Stairs	None				
Pedestrian Ramps	None				

Parking Count						
Open Lot	Carport	Private Garage	Subterranean Garage	Freestanding Parking Structure		
94						
Total Number of ADA Compliant Spaces			4			
Number of ADA C	ompliant Spaces fo	r Vans	0			
Total Parking Spa	ces		94			
Parking Ratio (Spaces/Apartments)						
Method of Obtaining Parking Count			Phy	sical count		

Exterior Stairs				
Location	Material	Handrails	Condition	
None				

- Asphalt seal coating
- Asphalt pavement
- Sidewalks
- Curbs

#### Actions/Comments:

- The asphalt pavement exhibits significant areas of failure and deterioration, such as alligator cracking, transverse cracking and heavy overall surface wear. All of the paving must be overlaid with new asphalt paving in order to maintain the integrity of the overall pavement system. Milling is recommended as part of the overall repair work.
- The concrete sidewalks and curbs have significant areas of cracking concrete curbs and sidewalks. These areas occur throughout the property. The damaged areas of concrete curbs and sidewalks require replacement.

# 5.3. Drainage Systems and Erosion Control

Drainage System and Erosion Control						
System Exists At Site Condition						
Surface Flow						
Inlets	$\boxtimes$	Good				
Swales						
Detention pond						
Lagoons						
Ponds						
Underground Piping	$\boxtimes$	Good				
Pits						
Municipal System		Good				



Drainage System and Erosion Control					
System Exists At Site Condition					
Dry Well					

No components of significance

#### Actions/Comments:

• There is no evidence of storm water runoff from adjacent properties. The storm water system appears to provide adequate runoff capacity. There is no evidence of major ponding or erosion.

# 5.4. Topography and Landscaping

Item	Description								
Site Topography	Generally	flat							
Landscaping	Trees	Grass	Flower Beds	Plante	ers	Drought Tolerant Plants	D	ecorative Stone	None
	$\boxtimes$	$\boxtimes$	$\boxtimes$			$\boxtimes$		$\boxtimes$	
Landscaping Condition		Good							
Irrigation	Automatic Drip Hand Watering		None						
							$\boxtimes$		
Irrigation Condition				-	-				

	Retaining Walls	
Туре	Location	Condition
Stone masonry	Around light poles	Poor

### Anticipated Lifecycle Replacements:

Stone retaining walls

#### Actions/Comments:

• The retaining walls appear problematic. The stones have been removed and are damaged. Damaged portions of the retaining walls must be replaced.

# 5.5. General Site Improvements

Property	Signage
Property Signage	Monument



Property Signage		
Street Address Displayed?	Yes	

Site and Building Lighting						
	None	Pole Mou	ınted	Bollard Lights	Ground Mounted	Parking Lot Pole Type
Site Lighting		$\boxtimes$				
	Fair					
	None	None Wall Mounted Recessed			essed Soffit	
Building Lighting						
	Fair					

Site Fencing		
Туре	Location	Condition
None		

REFUSE DISPOSAL				
Refuse Disposal	Individual garbage bins			
Dumpster Locations	Mounting Enclosure Contracted? Condition			
	None	None	Yes	

Other Site Amenities				
	Description Location Condition			
Playground Equipment	None			
Tennis Courts	None		-	
Basketball Court	None		-	
Swimming Pool	None			

- Signage
- Exterior lighting

### Actions/Comments:

 No significant actions are identified at the present time. On-going periodic maintenance is highly recommended. Future lifecycle replacements of the components listed above will be required.

# 6. Building Architectural and Structural Systems

### 6.1. Foundations

Building Foundation			
Item	Description	Condition	
Foundation	Concrete spread footings	Good	
Basement and Crawl Space	None		

#### Anticipated Lifecycle Replacements:

No components of significance

#### Actions/Comments:

• The foundation systems are concealed. There are no significant signs of settlement, deflection, or movement.

# 6.2. Superstructure

Building Superstructure				
Item	Description	Condition		
Framing / Load-Bearing Walls	Conventional wood/metal studs	Good		
Ground Floor	Concrete slab	Good		
Upper Floor Framing				
Upper Floor Decking				
Roof Framing	Heavy lumber beams	Good		
Roof Decking	Plywood or OSB	Good		

#### Anticipated Lifecycle Replacements:

No components of significance

#### Actions/Comments:

• The superstructure is exposed in some locations, which allows for limited observation. Walls and floors appear to be plumb, level, and stable. There are no significant signs of deflection or movement.

# 6.3. Roofing

Primary Roof			
Type / Geometry	Multiple Gable Roofs	Finish	Asphalt shingles
Maintenance	Outside Contractor	Roof Age	Approximately 15 Yrs

Primary Roof				
Flashing	Sheet metal	Warranties	No	
Parapet Copings	None	Roof Drains	Gutters and downspouts	
Fascia	None	Insulation	Fiberglass batts	
Soffits	Concealed Soffits	Skylights	No	
Attics	Wood joists with plywood sheathing	Ponding	No	
Ventilation Source-1	Ridge Vents	Leaks Observed	No	
Ventilation Source-2	Soffit Vents	Roof Condition	Poor	

- Asphalt shingles
- Roof flashings (included as part of overall replacement)

#### Actions/Comments:

- The roof finishes appear to be more than 15 years old. Information regarding roof warranties or bonds was not available.
- There are no active roof leaks observed. There is no evidence of active roof leaks. Roof leaks appear to have occurred in the past. The leaks have since been repaired, and no active roof leaks are evident.
- Roof drainage appears to be adequate. Clearing and minor repair of drain system components should be performed regularly as part
  of the property management's routine maintenance and operations program.
- The attics are not accessible and it could not be determined if there is moisture, water intrusion, or excessive daylight in the attics.

### 6.4. Exterior Walls

Building Exterior Walls			
Туре	Location	Condition	
Primary Finish	Brick veneer	Fair	
Secondary Finish	Metal siding	Fair	
Accented with			
Soffits	Concealed	Fair	

Building sealants (caulking) are located between dissimilar materials, at joints, and around window and door openings.

#### Anticipated Lifecycle Replacements:

- Metal siding
- Masonry re-pointing

#### Actions/Comments:

 No significant actions are identified at the present time. On-going periodic maintenance, including patching repairs, graffiti removal, and re-caulking, is highly recommended. Future lifecycle replacements of the components listed above will be required.



### 6.5. Exterior and Interior Stairs

Not applicable. There are no exterior or interior stairs.

# 6.6. Exterior Windows and Doors

Building Windows				
Window Framing	Glazing	Location	Window Screen	Condition
Aluminum framed, fixed	Double glaze	Exterior walls		Fair
Aluminum framed, operable	Double glaze	Exterior walls		Fair
Aluminum framed, fixed, sidelight	Single glaze	Exterior doors		Poor

Building Doors				
Main Entrance Doors	Door Type	Condition		
Wall Elliance Bools	Fully glazed, metal framed	Fair		
Secondary Entrance Doors	Fully glazed, metal framed	Fair		
Service Doors				
Overhead Doors				

### Anticipated Lifecycle Replacements:

- Windows
- Exterior fully glazed doors

#### Actions/Comments:

• The sidelight windows are antiquated, energy-inefficient units with single-pane glazing. Window replacement is recommended.

# 6.7. Patio, Terrace, and Balcony

Building Patio, Terrace and Balcony					
Type Description Location Condition					
Ground Floor Patio	Brick pavers	Right side	Fair		
Upper Balcony Structure					
Balcony Decks					
Balcony Deck Toppings					
Balcony Guardrails					

#### Anticipated Lifecycle Replacements:

Brick pavers

#### Actions/Comments:

• No significant actions are identified at the present time. On-going periodic maintenance is highly recommended. Future lifecycle replacements of the components listed above will be required.

# 7. Building Mechanical and Plumbing Systems

See the Mechanical Equipment List in the Appendices for the quantity, manufacturer's name, model number, capacity and year of manufacturer of the major mechanical equipment, if available.

# 7.1. Building Heating, Ventilating, and Air Conditioning (HVAC)

Distribution System				
Air Distribution System	Constant volume			
Quantity and Capacity of Air Handlers	3 air handlers ranging from approximately 5,000 to 11,000 CFM			
Location of Air Handlers	Rooftop, penthouse			
Large Spaces the Larger Dedicated AHU's Serve	Recreation Room, Kitchen			
Age of Air Handlers  All units appear to be original 1982 equipment				
Air Handler Condition Fair				

Controls and Ventilation			
HVAC Control System Individual non-programmable thermostats/controls			
HVAC Control System Condition	Fair		
Building Ventilation	Roof top exhaust fans		
Ventilation System Condition	Fair		

#### Anticipated Lifecycle Replacements:

- Air handling units
- Rooftop exhaust fans

### Actions/Comments:

- The HVAC systems are maintained by the in-house maintenance staff. Records of the installation, maintenance, upgrades, and replacement of the HVAC equipment at the property have been maintained since the property was first occupied.
- Approximately all of the HVAC equipment is original.
- The HVAC equipment appears to be functioning adequately overall. The engineering staff was interviewed about the historical and recent performance of the equipment and systems. No chronic problems were reported and an overall sense of satisfaction with the systems was conveyed. However, due to the inevitable failure of parts and components over time, some of the equipment will require replacement. A budgetary cost for this work is included.

# 7.2. Building Plumbing and Domestic Hot Water

Building Plumbing System				
Type Description Condition				
Water Supply Piping Copper Fair				
Waste/Sewer Piping	Cast iron	Fair		

Building Plumbing System					
Type Description Condition					
Vent Piping	nt Piping Cast iron and PVC Fair				
Water Meter Location	Fire Sprinkler Room				

Domestic Water Heaters or Boilers				
Components	Water Heater			
Fuel	Natural gas			
Quantity and Input Capacity	1 unit at 40,000 BTUH			
Storage Capacity	50 gallons			
Boiler or Water Heater Condition	Good			
Supplementary Storage Tanks?	No			
Storage Tank Quantity and Volume				
Quantity of Storage Tanks				
Storage Tank Condition				
Domestic Hot Water Circulation Pumps (3 HP and over)	No			
Adequacy of Hot Water	Adequate			
Adequacy of Water Pressure	Adequate			

Plumbing Fixtures				
Water Closets	Commercial grade			
Toilet (Water Closet) Flush Rating	1.6 GPF			
Common Area Faucet Nominal Flow Rate	2.0 GPM			
Condition	Fair			

- Water heaters
- Toilets
- Urinals
- Sinks
- Lavatories

### Actions/Comments:

The plumbing systems appear to be well maintained and functioning adequately. The water pressure appears to be sufficient. No significant repair actions or short term replacement costs are required. Routine and periodic maintenance is recommended. Future lifecycle replacements of the components or systems listed above will be required.

# 7.3. Building Gas Distribution

Gas service is supplied from the gas main on the adjacent public street. The gas meter and regulator location could not be determined. The gas distribution piping within the building is malleable steel (black iron).



No components of significance

#### Actions/Comments:

- The pressure and quantity of gas appear to be adequate.
- Only limited observation of the gas distribution piping can be made due to hidden conditions.

# 7.4. Building Electrical

Building Electrical Systems				
Electrical Lines	Underground	Transformer	Pad-mounted	
Main Service Size	800 Amps	Volts	120/208 Volt, three-phase	
Meter and Panel Location	Front of building	Branch Wiring	Copper	
Conduit	Metallic Step-Down Transformers?		No	
Security / Surveillance System?	No	Building Intercom System?	No	
Lighting Fixtures	T-12			
Main Distribution Condition	Fair			
Secondary Panel and Transformer Condition	Fair			
Lighting Condition	Fair			

#### Anticipated Lifecycle Replacements:

- Circuit breaker panels
- Interior light fixtures

#### Actions/Comments:

- The onsite electrical systems up to the meters are owned and maintained by the respective utility company.
- The electrical service and capacity appear to be adequate for the property's demands.
- The panels are mostly original 1982 components. The electrical service is reportedly adequate for the facility's needs. However, due to the age of the panels and increasing difficulty of obtaining replacement parts over time, lifecycle replacements are recommended per above.

# 7.5. Building Elevators and Conveying Systems

Not applicable. There are no elevators or conveying systems.

# 7.6. Fire Protection and Security Systems

Item	Description
Туре	Wet pipe

Item	Description						
Туре	Wet pipe						
	Central Alarm Panel	$\boxtimes$	Battery-Operation			Alarm Horns	$\boxtimes$
Fire Alarm System	Annunciator Panels		Hard-Wired Detect		$\boxtimes$	Strobe Light Alarms	$\boxtimes$
	Pull Stations	$\boxtimes$	Emergency Ba Lightir		$\boxtimes$	Illuminated EXIT Signs	$\boxtimes$
Alarm System Condition	Poor						
Consintiles Cuetane	None		Standpi	pes		Backflow Preventer	$\boxtimes$
Sprinkler System	Hose Cabinets		Fire Pumps			Siamese Connections	$\boxtimes$
Suppression Condition	Fair						
Central Alarm Panel	Location of Alarm Panel Installation Date of Alarm Panel						
System	Fire Alarm Room 1			1982			
Fire Extinguishers	Last Service Date Servicing Current?						
Fire Extilliguishers	02/2017				Yes		
Hydrant Location	Rear of building						
Siamese Location	Rear Elevation						
Special Systems	Kitchen Suppression System			Comp	uter R	oom Suppression System	

- Central alarm panel
- Alarm devices and system
- Sprinkler heads

### Actions/Comments:

- The fire alarm systems appear somewhat antiquated and not up to current standards. A lack of strobes and audio alarms was present in the restrooms. Due to the age of the components and apparent shortcomings, a full modernization project is recommended. A budgetary cost is included.
- The central alarm panel appears to be original and of the relay style. Based on its age and because replacement parts and components for this type of equipment may be obsolete, the alarm panel requires replacement.

# 7.7. Life Support Systems

Not applicable.

# 8. Interior Spaces

### 8.1. Interior Finishes

The facility is used as a senior community center for the City of Yorkville.

The most significant interior spaces include recreation spaces, offices, kitchen, and main entrance lobby. Supporting areas include hallways, restrooms, mechanical penthouse, and utility closet.

The following table generally describes the locations and typical conditions of the interior finishes within the facility:

Typical Floor Finishes				
Floor Finish	Locations	General Condition		
Vinyl tile	Recreation rooms	Fair		
Carpet	Offices, recreation rooms	Fair		
Quarry tile	Lobby, restrooms, kitchen	Fair		
	Typical Wall Finishes			
Wall Finish	Locations	General Condition		
Painted CMU	Offices, restrooms, utility closets	Fair		
Exposed CMU/masonry	Lobby, recreation rooms, kitchen, recreation rooms, offices	Fair		
Painted drywall	Offices	Fair		
Fabric panels	Recreation room	Fair		
Typical Ceiling Finishes				
Ceiling Finish	Locations	General Condition		
Suspended T-bar (Acoustic)	Lobby, kitchen, restrooms	Fair		
Painted drywall	Offices, recreation rooms	Fair		
Exposed structure	Exposed structure Recreation rooms, offices Fair			

Interior Doors				
Item Type Condition				
Interior Doors	Solid core wood	Fair		
Door Framing	Metal	Fair		
Fire Doors	Yes	Fair		

### Anticipated Lifecycle Replacements:

Carpet

- Vinyl tile
- Quarry tile
- Interior paint
- Suspended acoustic ceiling tile
- Interior doors

### Actions/Comments:

- It appears that the interior finishes are original.
- No significant actions are identified at the present time. On-going periodic maintenance is highly recommended. Future lifecycle
  replacements of the components listed above will be required.

# 8.2. Commercial Kitchen & Laundry Equipment

The kitchen area has a variety of commercial kitchen appliances, fixtures, and equipment. The equipment is owned and maintained inhouse and by the tenants. The tenants are responsible for any necessary replacement costs of their equipment only.

The kitchen includes the following major appliances, fixtures, and equipment:

Commercial Kitchen		
Appliance	Comment	Condition
Refrigerators (tenant owned)	Up-right	Good
Freezers (tenant owned)	Up-right	Good
Ranges	Gas	Fair
Ovens	Gas	Fair
Griddles / Grills	Gas	Fair
Fryers		
Hood	Exhaust ducted to exterior	Fair
Dishwasher		
Microwave		
Ice Machines		
Steam Tables		
Work Tables		Good
Shelving		

### Anticipated Lifecycle Replacements:

Cooking Range/Oven/Grill

#### Actions/Comments:

No significant actions are identified at the present time. On-going periodic maintenance is highly recommended. Future lifecycle
replacements of the components listed above will be required.



# 9. Other Structures

Not applicable. There are no major accessory structures.

# 10. Certification

City of Yorkville retained EMG to perform this Facility Condition Assessment in connection with its continued operation of Beecher Community Center, 908 Game Farm Road, Yorkville, Illinois, the "Property". It is our understanding that the primary interest of City of Yorkville is to locate and evaluate materials and building system defects that might significantly affect the value of the property and to determine if the present Property has conditions that will have a significant impact on its continued operations.

The conclusions and recommendations presented in this report are based on the brief review of the plans and records made available to our Project Manager during the site visit, interviews of available property management personnel and maintenance contractors familiar with the Property, appropriate inquiry of municipal authorities, our Project Manager's walk-through observations during the site visit, and our experience with similar properties.

No testing, exploratory probing, dismantling or operating of equipment or in depth studies were performed unless specifically required under Section  $\underline{2}$  of this report. This assessment did not include engineering calculations to determine the adequacy of the Property's original design or existing systems. Although walk-through observations were performed, not all areas were observed (See Section  $\underline{4.2}$  for areas observed). There may be defects in the Property, which were in areas not observed or readily accessible, may not have been visible, or were not disclosed by management personnel when questioned. The report describes property conditions at the time that the observations and research were conducted.

This report has been prepared on behalf of and exclusively for the use of City of Yorkville for the purpose stated within Section 2 of this report. The report, or any excerpt thereof, shall not be used by any party other than City of Yorkville or for any other purpose than that specifically stated in our agreement or within Section 2 of this report without the express written consent of EMG.

Any reuse or distribution of this report without such consent shall be at City of Yorkville and the recipient's sole risk, without liability to EMG.

Prepared by: Paul Prusa P.E., LEED AP,

**Project Manager** 

Reviewed by:

Al Diefert

**Technical Report Reviewer** 

For

Andrew Hupp Program Manager ahupp@emgcorp.com

800.733.0660 x6623

# 11. Appendices

Appendix A: Photographic Record

Appendix B: Site Plan

Appendix C: Supporting Documentation

Appendix D: EMG Accessibility Checklist

Appendix E: Pre-Survey Questionnaire

# Appendix A: Photographic Record



#1: FRONT ELEVATION



#2: RIGHT ELEVATION



#3: LEFT ELEVATION



#4: REAR ELEVATION



#5: SIDEWALK



#6: DETERIORATING SIDEWALK AND REPAIRED CRACKS



#7: PARKING LOTS, ASPHALT PAVEMENT



#8: SIGNIFICANT CRACKING AND DETERIORATION OF PARKING LOT



#9: HIGH PRESSURE SODIUM LIGHTING FIXTURE



#10: FLAGPOLE



#11: POLE LIGHT



#12: SIGNAGE



#13: ROOF, ASPHALT SHINGLE



#14: EXTERIOR WALL, ALUMINUM SIDING



#15: EXTERIOR DOOR, FULLY-GLAZED ALUMINUM-FRAMED SWINGING



WINDOW, ALUMINUM DOUBLE-GLAZED OPERABLE

#16:



#17: WINDOW, ALUMINUM DOUBLE-GLAZED FIXED



#18: PEDESTRIAN PAVEMENT, SIDEWALK, CLAY BRICK/MASONRY PAVERS



#19: EXHAUST FAN



#20: AIR HANDLER



#21: WATER HEATER



#22: SINK, MULTI-COMPARTMENT



#23: LAVATORY



#24: SINK, STAINLESS STEEL



#25: DRINKING FOUNTAIN, REFRIGERATED



#26: TOILET, TANKLESS (WATER CLOSET)



#27: SERVICE SINK



#28: LIGHTING



#29: MAIN DISTRIBUTION PANEL



#30: METAL HALIDE LIGHTING FIXTURE



#31: EMERGENCY/EXIT LIGHT COMBO



#32: FIRE EXTINGUISHER



#33: BACKFLOW PREVENTER, FIRE



#34: FIRE ALARM CONTROL PANEL, ADDRESSABLE



#35: FIRE ALARM DEVICES



#36: SPRINKLER HEAD



#37: FIRE SUPPRESSION SYSTEM, WET CHEMICAL



#38: VINYL TILE (VCT)



#39: CARPET



#40: TOILET PARTITIONS



#41: INTERIOR WALL FINISH, ACOUSTICAL TILE (ACT) FABRIC-FACED



#42: INTERIOR CEILING FINISH, GYPSUM BOARD/PLASTER



#43: INTERIOR WALL FINISH, CONCRETE/MASONRY



#44: QUARRY TILE



#45: INTERIOR CEILING FINISH, ACOUSTICAL TILE (ACT)



#46: WATER STAINED ACOUSTICAL TILES



#47: INTERIOR WALL FINISH



#48: INTERIOR DOOR, FULLY-GLAZED ALUMINUM-FRAMED SWINGING



#49: INTERIOR DOOR, WOOD SOLID-CORE



#50: INTERIOR DOOR, FIRE 90-MINUTES AND OVER



#51: KITCHEN CABINET



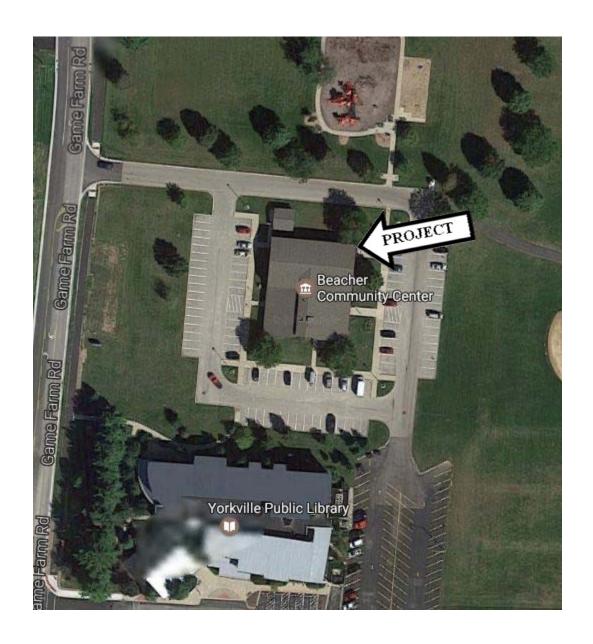
#52: COMMERCIAL KITCHEN, RANGE/OVEN, 6-BURNER WITH GRIDDLE



#53: COMMERCIAL KITCHEN, EXHAUST HOOD

# Appendix B: Site Plan

# Site Plan



(oma)	Project Name:  Beecher Community Center	Project Number: 122700.17R000-005.322
Gilly)	Source: Google Maps	On-Site Date: May 23, 2017

# Appendix C: EMG Accessibility Checklist

Date Completed: June 7, 2017

Property Name: <u>Beecher Community Center</u>

EMG Project Number: <u>122700.17R000-005.322</u>

	Building History	Yes	No	Unk	Comments
1	Has an ADA survey previously been completed for this property?		х		
2	Have any ADA improvements been made to the property?		х		
3	Does a Transition Plan / Barrier Removal Plan exist for the property?			х	
4	Has building ownership or management received any ADA related complaints that have not been resolved?			х	
5	Is any litigation pending related to ADA issues?			х	
	Parking	Yes	No	NA	Comments
1	Are there sufficient accessible parking spaces with respect to the total number of reported spaces?	Х			However no spaces are designated for vans.
2	Are there sufficient van-accessible parking spaces available?		x		
3	Are accessible spaces marked with the International Symbol of Accessibility? Are there signs reading "Van Accessible" at van spaces?		х		No designated van spaces.
4	Is there at least one accessible route provided within the boundary of the site from public transportation stops, accessible parking spaces, passenger loading zones, if provided, and public streets and sidewalks?	x			
5	Do curbs on the accessible route have depressed, ramped curb cuts at drives, paths, and drop-offs?	X			
6	If required does signage exist directing you to accessible parking and an accessible building entrance?		х		
	Ramps	Yes	No	NA	Comments
1*	Do all ramps along accessible path of travel appear to meet slope requirements? (1:12 or less)			x	
2	Are ramps that appear longer than 6 ft complete with railings on both sides?			х	
3	Does the width between railings appear at least 36 inches?			х	

	Ramps (cont.)	Yes	No	NA	Comments
4	Is there a level landing for approximately every 30 ft horizontal length of ramp, at the top and at the bottom of ramps and switchbacks?			х	
	Entrances/Exits	Yes	No	NA	Comments
1	Do all required accessible entrance doorways appear at least 32 inches wide and not a revolving door?	X			
2	If the main entrance is inaccessible, are there alternate accessible entrances?	X			
3	Is the door hardware easy to operate (lever/push type hardware, no twisting required and not higher than approximately 48 inches above the floor)?	x			
	Paths of Travel	Yes	No	NA	Comments
1	Are all paths of travel free of obstruction and wide enough for a wheelchair (appear at least 36 inches wide)?	х			
2	Are wheelchair-accessible facilities (toilet rooms, exits, etc.) identified with signage?	х			
3	Is there a path of travel that does not require the use of stairs?	x			
	Elevators	Yes	No	NA	Comments
1	Do the call buttons have visual and audible signals to indicate when a call is registered and answered when car arrives?			х	
2	Are there visual and audible signals inside cars indicating floor change?			х	
3	Are there standard raised and Braille marking on both jambs of each hoist way entrance as well as all cab/call buttons?			x	
4	Do elevator doors have a reopening device that will stop and reopen a car door if an object or a person obstructs the door?			x	
5	Are elevator controls low enough to be reached from a wheelchair (appears to be between 15 and 48 inches)?			х	
6	If a two-way emergency communication system is provided within the elevator cab, is it usable without voice communication?			х	

	Toilet Rooms	Yes	No	NA	Comments
1	Are common area public restrooms located on an accessible route?	х			
2	Are pull handles push/pull or lever type?	х			
3	Are there audible and visual fire alarm devices in the toilet rooms?		х		
4	Are toilet room access doors wheelchair- accessible (appear to be at least 32 inches wide)?	х			
5	Are public restrooms large enough to accommodate a wheelchair turnaround (appear to have 60" turning diameter)?	х			
6	In unisex toilet rooms, are there safety alarms with pull cords?			х	
7	Are toilet stall doors wheelchair accessible (appear to be at least 32" wide)?	х			
8	Are grab bars provided in toilet stalls?	х			
9	Are sinks provided with clearance for a wheelchair to roll under (appear to have 29" clearance)?	х			
10	Are sink handles operable with one hand without grasping, pinching or twisting?	х			
11	Are exposed pipes under sink sufficiently insulated against contact?		х		
	Guest Rooms	Yes	No	NA	Comments
1	How many total accessible sleeping rooms does the property management report to have? Provide specific number in comment field.  Are there sufficient reported accessible			х	
	sleeping rooms with respect to the total number of reported guestrooms? See attached hot sheet.				

	Guest Rooms (cont.)	Yes	No	NA	Comments
2	How many of the accessible sleeping rooms per property management have rollin showers? Provide specific number in comment field.  Are there sufficient reported accessible rooms with roll-in showers with respect to the total number of reported accessible questrooms? See attached hot sheet.			х	
3	How many assistive listening kits and/or rooms with communication features are available per property management?  Provide specific number in comment field.  Are there sufficient reported assistive listening devices with respect to the total number of rooms? See attached hot sheet.			х	
	Pools	Yes	No	NA	Comments
1	Are public access pools provided? If the answer is no, please disregard this section.			Х	
2	How many accessible access points are provided to each pool/spa? Provide number in comment field.  Is at least one fixed lift or sloped entry to the pool provided?			х	
	Play Area	Yes	No	NA	Comments
1	Has the play area been reviewed for accessibility? All public playgrounds are subject to ADAAG standards.			х	
	Exercise Equipment	Yes	No	NA	Comments
1	Does there appear to be adequate clear floor space around the machines/equipment (30" by 48" minimum)?			x	

<sup>\*</sup>Based on visual observation only. The slope was not confirmed through measurements.

# Appendix D: Pre-Survey Questionnaire

PROPERTY CONDITION ASSESSMENT : PRE-SURVEY QUESTIONNAIRE					
Name of Person Completing Questionnaire:	N/A - Not returned to EMG				
Association with Property:					
Length of Assocation with Property:					
Date Completed:					
Phone Number:					
Property Name:					
EMG Project Number:					

Inspections		Date Last	List any Outstanding Repairs Required			
		Inspected				
1	Elevators					
2	HVAC, Mechanical,					
	Electric, Plumbing					
3	Life-Safety/Fire					
4	Roofs					

	Question	Response
5	List any major capital improvement within	
	the last three years.	
6	List any major capital expenditures	
	planned for the next year.	
7	What is the age of the roof(s)?	
8	What building systems (HVAC, roof,	
	interior/exterior finishes, paving, etc.) are	
	the responsibilities of the tenant to	
	maintain and replace?	

	Question	Yes	No	Unk	N/A	Comments
9	Are there any unresolved building, fire, or					
	zoning code issues?					
10	Are there any "down" or unusable units?					
	Are there any problems with erosion,					
11	stormwater drainage or areas of paving that					
	do not drain?					
12	Is the property served by a private water					
12	well?					
13	Is the property served by a private septic					
13	system or other waste treatment systems?					
14	Are there any problems with foundations or					
14	structures?					
15	Is there any water infiltration in basements or					
13	crawl spaces?					
16	Are there any wall, or window leaks?					
17	Are there any roof leaks?					
18	Is the roofing covered by a warranty or bond?					
19	Are there any poorly insulated areas?					
20	Is Fire Retardant Treated (FRT) plywood					
20	used?					

	PROPERTY CONDITION	ASSES	SMENT	: PRE-S	URVEY	QUESTIONNAIRE
	Question	Yes	No	Unk	N/A	Comments
21	Is exterior insulation and finish system (EIFS)					
21	or a synthetic stucco finish used?					
22	Are there any problems with the utilities, such					
	as inadequate capacities?					
23	Are there any problems with the landscape					
	irrigation systems?					
24	Has a termite/wood boring insect inspection					
	been performed within the last year?					
25	Do any of the HVAC systems use R-11, 12, or 22 refrigerants?					
	Has any part of the property ever contained					
26	visible suspect mold growth?					
07	Is there a mold Operations and Maintenance					
27	Plan?					
28	Have there been indoor air quality or mold					
20	related complaints from tenants?					
29	Is polybutylene piping used?					
30	Are there any plumbing leaks or water					
	pressure problems?					
31	Are there any leaks or pressure problems					
	with natural gas service?					
32	Does any part of the electrical system use					
	aluminum wiring?					
33	Do Residential units have a less than					
	60-Amp service?					
34	Do Commercial units have less than					
	200-Amp service?  Are there any recalled fire sprinkler heads					
35	(Star, GEM, Central, Omega)?					
	Is there any pending litigation concerning the					
36	property?					
	Has the management previously completed					
37	an ADA review?					
	Have any ADA improvements been made to					
38	the property?					
	Does a Barrier Removal Plan exist for the					
39	property?					
40	Has the Barrier Removal Plan been approved					
40	by an arms-length third party?					
41	Has building ownership or management					
71	received any ADA related complaints?					
42	Does elevator equipment require upgrades to					
	meet ADA standards?					
43	Are there any problems with exterior lighting?					
44	Are there any other significant					
	issues/hazards with the property?					

PROPERTY CONDITION ASSESSMENT : PRE-SURVEY QUESTIONNAIRE						
Question Yes No Unk N/A Comments					Comments	
45	Are there any unresolved construction					
40	defects at the property?					

Comments		

On the day of the site visit, provide EMG's Field Observer access to all of the available documents listed below. Provide copies if possible.

#### INFORMATION REQUIRED

- 1. All available construction documents (blueprints) for the original construction of the building or for any tenant improvement work or other recent construction work.
- 2. A site plan, preferably 8 1/2" X 11", which depicts the arrangement of buildings, roads, parking stalls, and other site features.
- 3. For commercial properties, provide a tenant list which identifies the names of each tenant, vacant tenant units, the floor area of each tenant space, and the gross and net leasable area of the building(s).
- 4. For apartment properties, provide a summary of the apartment unit types and apartment unit type quantities, including the floor area of each apartment unit as measured in square feet.
- 5. For hotel or nursing home properties, provide a summary of the room types and room type quantities.
- 6. Copies of Certificates of Occupancy, building permits, fire or health department inspection reports, elevator inspection certificates, roof or HVAC warranties, or any other similar, relevant documents.
- 7. The names of the local utility companies which serve the property, including the water, sewer, electric, gas, and phone companies.

- 8. The company name, phone number, and contact person of all outside vendors who serve the property, such as mechanical contractors, roof contractors, fire sprinkler or fire extinguisher testing contractors, and elevator contractors.
- 9. A summary of recent (over the last 5 years) capital improvement work which describes the scope of the work and the estimated cost of the improvements. Executed contracts or proposals for improvements. Historical costs for repairs, improvements, and replacements.
- 10. Records of system and material ages (roof, MEP, paving, finishes, furnishings).
- 11. Any brochures or marketing information.
- 12. Appraisal, either current or previously prepared.
- 13. Current occupancy percentage and typical turnover rate records (for commercial and apartment properties).
- 14. Previous reports pertaining to the physical condition of property.
- 15. ADA survey and status of improvements implemented.
- 16. Current / pending litigation related to property condition.

Your timely compliance with this request is greatly appreciated.



# **FACILITY CONDITION ASSESSMENT**



#### Prepared for:

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

#### **FACILITY CONDITION ASSESSMENT**

Public Works Garage (Frame Building) 185 Wolf Street Yorkville, Illinois 60560

#### **PREPARED BY:**

**EMG** 10461 Mill Run Circle, Suite 1100 Owings Mills, Maryland 21117 800.733.0660 www.EMGcorp.com

#### **EMG CONTACT:**

Andrew Hupp Senior Engineering Consultant 800.733.0660 x6632 arhupp@emgcorp.com

**EMG Project Number:** 122700.17R000-041.322 Date of Report: July 18, 2017

On Site Date:

June 26, 2017

Draft - For Discussion Purposes Only

#### Immediate Repairs Report Public Works Garage (Frame Building) 7/18/2017

Location Name	EMG Renamed Item Number	ID Cost Description		Quantity	tityUnit Unit CostSubtotalDeficiency Repair Es				
Public Works Garage (Frame Building)	7.6	618878	Sprinkler System, Full Retrofit, Office (per SF), Renovate	10600	SF	\$8.00	\$84,786	\$84,786	
Public Works Garage (Frame Building)	7.6	618875	Fire Alarm System, Office Building, Install	10600	SF	\$2.36	\$25,011	\$25,011	
Immediate Repairs Total								\$109,797	

<sup>\*</sup> Location Factor included in totals.

#### Public Works Garage (Frame Building)

# Draft - For Discussion Purposes Only

7/18/2017

Location Name	EMG Renamed Item	d Location Description	ID	Cost Description	Lifespan (EUL)	EAge	RUL	Quantity	Jnit	Unit Cost Subtotal 201	7 2018	2019	2020	2021 20	22 2023	2024 2	025 20	26 2027	7 2028	2029	2030 2031	2032	2033 2034	4 2035	•
	Number				(202)																				Estimat
Public Works Garage (Frame Building	) 5.2	Site	618834	Parking Lots, Asphalt Pavement, Seal & Stripe	5	2	3	26500	SF	\$0.38 \$10,057		5	\$10,057			\$10,0	)57				\$10,057			\$10,057	\$40,22
Public Works Garage (Frame Building	5.2	Site	618832	Parking Lots, Asphalt Pavement, Mill & Overlay	25	9	16	26500	SF	\$3.28 \$86,931												\$	86,931		\$86,93
Public Works Garage (Frame Building	) 5.5	Exterior walls	618844	High Pressure Sodium Lighting Fixture, 250 W, Replace	20	9	11	7	EA	\$719.95 \$5,040									\$5,040						\$5,04
Public Works Garage (Frame Building	) 6.6	Exterior walls	618853	Exterior Door, Steel, Replace	25	9	16	5	EA	\$950.12 \$4,751													\$4,751		\$4,751
Public Works Garage (Frame Building	) 6.6	Exterior walls	618840	Exterior Door, Steel w/ Glass, Replace	25	9	16	4	EA	\$1,352.72 \$5,411													\$5,411		\$5,411
Public Works Garage (Frame Building	7.1	Right Elevation of Buildin	g 618866	Condensing Unit/Heat Pump, Split System, 5 Ton, Replace	15	4	11	1	EA	\$6,439.81 \$6,440									\$6,440						\$6,440
Public Works Garage (Frame Building	7.1	Ceiling	618895	Exhaust Fan, Centrifugal, 2,001 to 3,500 CFM, Replace	15	2	13	1	EA	\$3,072.78 \$3,073											\$3,073				\$3,073
Public Works Garage (Frame Building	7.1	Ceiling	618897	Exhaust Fan, Centrifugal, 2,001 to 3,500 CFM, Replace	15	2	13	1	EA	\$3,072.78 \$3,073											\$3,073				\$3,073
Public Works Garage (Frame Building	7.1	Ceiling	618896	Exhaust Fan, Centrifugal, 2,001 to 3,500 CFM, Replace	15	2	13	1	EA	\$3,072.78 \$3,073											\$3,073				\$3,073
Public Works Garage (Frame Building	7.1	Garage Ceiling	618910	Unit Heater, Natural Gas, 200 MBH, Replace	20	9	11	1	EA	\$6,340.60 \$6,341									\$6,341						\$6,341
Public Works Garage (Frame Building	7.1	Garage Ceiling	618909	Unit Heater, Natural Gas, 195 MBH, Replace	20	3	17	1	EA	\$6,340.60 \$6,341													\$6,341		\$6,341
Public Works Garage (Frame Building	7.1	Garage	618898	Furnace, Electric, 151 to 180 MBH, Replace	20	2	18	1	EA	\$10,024.52 \$10,025														\$10,025	\$10,025
Public Works Garage (Frame Building	7.1	Throughout building	618880	Residential Fixtures, Ceiling Fan, Replace	15	9	6	6	EA	\$354.11 \$2,125					\$2,125										\$2,125
Public Works Garage (Frame Building	7.2	Bathroom	618904	Toilet, Flush Tank (Water Closet), Replace	20	9	11	2	EA	\$1,055.15 \$2,110									\$2,110						\$2,110
Public Works Garage (Frame Building	7.2	Bathroom	618912	Lavatory, Vitreous China, Replace	20	9	11	1	EA	\$572.66 \$573									\$573						\$573
Public Works Garage (Frame Building	7.2	Garage	618932	Sink, Plastic, Replace	20	9	11	1	EA	\$575.99 \$576									\$576						\$570
Public Works Garage (Frame Building	7.2	Office	618928	Sink, Stainless Steel, Replace	20	9	11	1	EA	\$1,054.05 \$1,054									\$1,054						\$1,054
Public Works Garage (Frame Building	7.2	Garage	618899	Backflow Preventer, 1", Replace	15	3	12	1	EA	\$1,276.01 \$1,276										\$1,276					\$1,276
Public Works Garage (Frame Building	7.2	Garage	618931	Water Heater, Electric, Residential, 50 GAL, Replace	15	9	6	1	EA	\$1,738.90 \$1,739					\$1,739										\$1,739
Public Works Garage (Frame Building	7.2	Bathroom	618901	Bathroom Vanity Cabinet, Wood, with Cultured Marble Sink Top, 24 to 30", Repla	ce 20	9	11	1	EA	\$1,082.84 \$1,083									\$1,083						\$1,083
Public Works Garage (Frame Building	7.4	Front Elevation of Buildin	g 618850	Incandescent Lighting Fixture, Basic, 100 W, Replace	20	9	11	4	EA	\$188.55 \$754									\$754						\$754
Public Works Garage (Frame Building	7.4	Throughout building	618879	Lighting System, Interior, Office Building, Upgrade	25	9	16	10600	SF	\$9.24 \$97,965												\$	97,965		\$97,965
Public Works Garage (Frame Building	7.6	Throughout building	618878	Sprinkler System, Full Retrofit, Office (per SF), Renovate	50	50	0	10600	SF	\$8.00 \$84,786 \$84,786	6														\$84,786
Public Works Garage (Frame Building	7.6	interior walls	618883	Fire Extinguisher, Replace	15	1	14	5	EA	\$356.54 \$1,783											\$1,783				\$1,783
Public Works Garage (Frame Building	7.6	Throughout building	618875	Fire Alarm System, Office Building, Install	20	20	0	10600	SF	\$2.36 \$25,011 \$25,01	1														\$25,011
Public Works Garage (Frame Building	7.6	interior walls	618882	Exit Lighting Fixture, LED, Replace	10	4	6	6	EA	\$405.01 \$2,430					\$2,430								\$2,430		\$4,860
Public Works Garage (Frame Building	) 8.1	Office	618769	Interior Door, Wood Solid-Core w/ Glass, Replace	20	9	11	1	EA	\$1,928.03 \$1,928									\$1,928						\$1,928
Public Works Garage (Frame Building	) 8.1	interior walls	618768	Interior Door, Wood Hollow-Core, Replace	20	9	11	3	EA	\$596.52 \$1,790									\$1,790						\$1,790
Public Works Garage (Frame Building	) 8.1	Office and Bathroom	618758	Interior Wall Finish, Gypsum Board/Plaster/Metal, Prep & Paint	8	3	5	6360	SF	\$1.42 \$9,052				\$9,0	52						\$9,052				\$18,103
Public Works Garage (Frame Building	) 8.1	Bathrooms and Office	618754	Interior Ceiling Finish, Gypsum Board/Plaster, Prep & Paint	10	4	6	3180	SF	\$1.94 \$6,158					\$6,158								\$6,158		\$12,31
Public Works Garage (Frame Building	) 8.2	Garage	618894	Residential Appliances, Clothes Dryer, Replace	15	9	6	1	EA	\$1,101.88 \$1,102					\$1,102										\$1,102
Public Works Garage (Frame Building	) 8.2	Garage		Residential Appliances, Clothes Washer, Replace	15	9	6	1		\$1,329.98 \$1,330					\$1,330										\$1,330
Public Works Garage (Frame Building	) 8.2	Office	618925	Residential Appliances, Refrigerator, 14-18 CF, Replace	15	9	6	1	EA	\$956.04 \$956					\$956										\$956
Public Works Garage (Frame Building	) 8.2	Office	_	Kitchen Cabinet, Base and Wall Section, Wood, Replace		9	11	30	LF	\$467.63 \$14,029									\$14,029						\$14,029
Totals, Unescalated			1	· ·						\$109,79	7 \$0	\$0 \$	\$10,057	\$0 \$9.0	52 \$15,840	\$0 \$10,0	)57	50 \$0		\$1,276	\$28,327 \$1,783	\$0 \$2	03,646 \$6,341	\$20,081	\$0 \$457,971
Totals, Escalated (3.0% inflation, co										,					1 1	,			- 1		1 1 1 1 1			\$34,187	\$0 \$638,251

# **TABLE OF CONTENTS**

1.	Execu	ıtive Summary	
	1.1.	Property Information and General Physical Condition	
	1.2.	Facility Condition Index (FCI)	2
	1.3.	Special Issues and Follow-Up Recommendations	3
	1.4.	Opinions of Probable Cost	
		Methodology	
		Immediate Repairs	
	1.4.3.	Replacement Reserves	4
2.	Purpo	se and Scope	5
	2.1.	Purpose	5
	2.2.	Scope	
	2.3.	Personnel Interviewed	
	2.4.	Documentation Reviewed	
	2.5.	Pre-Survey Questionnaire	
	2.6.	Weather Conditions	
3.	Acces	ssibility and Property Research	
	3.1.	ADA Accessibility	
	3.2.	Municipal Information, Flood Zone and Seismic Zone	
4.	Existi	ng Building Assessment	9
	4.1.	Unit or Space Types	
	4.2.	Inaccessible Areas or Key Spaces Not Observed	9
5.	Site Ir	nprovements	10
	5.1.	Utilities	10
	5.2.	Parking, Paving, and Sidewalks	10
	5.3.	Drainage Systems and Erosion Control	11
	5.4.	Topography and Landscaping	12
	5.5.	General Site Improvements	
6.	Buildi	ng Architectural and Structural Systems	14
	6.1.	Foundations	
	6.2.	Superstructure	
	6.3.	Roofing	
	6.4.	Exterior Walls	
	6.5.	Exterior and Interior Stairs	
	6.6.	Exterior Windows and Doors	
	6.7.	Patio, Terrace, and Balcony	
7.		ng Mechanical and Plumbing Systems	18
	7.1.	Building Heating, Ventilating, and Air Conditioning (HVAC)	
	7.2.	Building Plumbing and Domestic Hot Water	19
	7.3.	Building Gas Distribution	
	7.4.	Building Electrical	
	7.5.	Building Elevators and Conveying Systems	
	7.6.	Fire Protection and Security Systems	
_	7.7.	Life Support Systems	
8.		or Spaces	
	8.1.	Interior Finishes	
	8.2.	Commercial Kitchen & Laundry Equipment	
9.		Structures	
		ication	26
11	Annei	ndices	27



# 1. Executive Summary

## 1.1. Property Information and General Physical Condition

The property information is summarized in the table below. More detailed descriptions may be found in the various sections of the report and in the Appendices.

Property Information					
Address:	185 Wolf Street, Yorkville, IL 60560				
Year Constructed/Renovated:	2008				
Current Occupants:	City of Yorkville				
Percent Utilization:	100%				
Management Point of Contact:	City of Yorkville, Mr. Peter Ratos 630.553.8574 phone pratos@yorkville.il.us email				
Property Type:	Office, Garage				
Site Area:	2.4 acres				
Building Area:	10,600 SF				
Number of Buildings:	1				
Number of Stories:	1				
Parking Type and Number of Spaces:	32 spaces in open lots.				
Building Construction:	Steel frame with concrete-topped metal decks.				
Roof Construction:	Sloped roofing with metal finish.				
Exterior Finishes:	Metal Siding				
Heating, Ventilation & Air Conditioning:	Condensing unit, Furnace, Ceiling Fans, and Unit Heaters.				
Fire and Life/Safety:	Smoke detectors, strobes, extinguishers, exit signs, and carbon monoxide detectors.				
Dates of Visit:	June 26, 2017				
On-Site Point of Contact (POC):	Tony Hule				
Assessment and Report Prepared by:	Tammy Prusa				
Reviewed by:	Al Diefert Technical Report Reviewer For Andrew Hupp				
	Program Manager arhupp@emgcorp.com 800.733.0660 x6632				
	000.733.0000 X0032				

	Systemic Con	dition Summary	1
Site	Fair	HVAC	Good



Systemic Condition Summary							
Structure	Good	Plumbing	Fair				
Roof	Good	Electrical	Good				
Vertical Envelope	Good	Elevators					
Interiors	Fair	Fire	-				

The following bullet points highlight the most significant short term and modernization recommendations:

- Installation of a complete Fire Alarm System
- Installation of a complete Sprinkler System

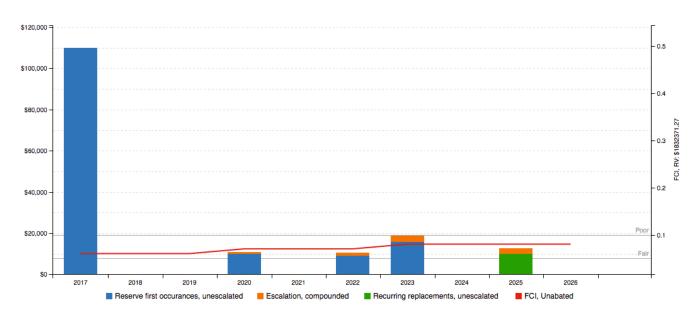
Generally, the property appears to have been constructed within industry standards in force at the time of construction. The property appears to have been well maintained since it was first occupied and is in fair overall condition.

The property has had no major capital improvements. The property is less than 9 years old and has not required any major capital improvements.

#### 1.2. Facility Condition Index (FCI)

# FCI Analysis: Public Works Garage (Frame Building)

Replacement Value: \$1,832,371; Inflation rate: 3.0%



One of the major goals of the FCA is to calculate the FCI, which gives an indication of a building's overall condition. Two FCI ratios are calculated and presented, the Current Year and Ten-Year. The Current Year FCI is the ratio of Immediate Repair Costs to the building's Current Replacement Value. Similarly, the Ten-Year FCI is the ratio of anticipated Capital Reserve Needs over the next ten years to the Current Replacement Value.

Fci Condition	Definition	Percentage
Rating	Delinition	Value



Good	In new or well-maintained condition, with no visual evidence of wear, soiling or other deficiencies.	0% to 5%
Fair	Subjected to wear and soiling but is still in a serviceable and functioning condition.	> than 5% to 10%
Poor	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.	> than 10% to 60%
Very Poor	Has reached the end of its useful or serviceable life. Renewal is now necessary.	> than 60%

The graphs above and tables below represent summary-level findings for the FCA. The deficiencies identified in this assessment can be combined with potential new construction requirements to develop an overall strategy that can serve as the basis for a portfolio-wide capital improvement funding strategy. Key findings from the assessment include:

Key Finding	Metric			
Current Year Facility Condition Index (FCI) FCI = (IR)/(CRV)	5.9%	Fair		
10-Year Facility Condition Index (FCI) FCI = (RR)/(CRV)	2.8%	Good		
Current Replacement Value (CRV)	10,600 SF * 183.24	1 / SF = \$1,832,371		

Year 0 (Current Year) - Immediate Repairs (IR)	\$109,797
Years 1-10 – Replacement Reserves (RR)	\$53,136
Total Capital Needs	\$162,933

The major issues contributing to the Immediate Repair Costs and the Current Year FCI ratio are summarized below:

- Installation of a complete Fire Alarm System
- Installation of a complete Sprinkler System

Further detail on the specific costs that make up the Immediate Repair Costs can be found in the cost tables at the beginning of this report.

#### 1.3. Special Issues and Follow-Up Recommendations

As part of the FCA, a limited assessment of accessible areas of the building(s) was performed to determine the presence of fungal growth, conditions conducive to fungal growth, and/or evidence of moisture. Property personnel were interviewed concerning any known or suspected fungal growth, elevated relative humidity, water intrusion, or mildew-like odors. Sampling is not a part of this assessment.

There are no visual indications of the presence of fungal growth, conditions conducive to fungal growth, or evidence of moisture in representative readily accessible areas of the property.

#### 1.4. Opinions of Probable Cost

Cost estimates are attached at the front of this report (following the cover page).

These estimates are based on Invoice or Bid Document/s provided either by the Owner/facility and construction costs developed by construction resources such as *R.S. Means* and *Marshall & Swift*, EMG's experience with past costs for similar properties, city cost indexes, and assumptions regarding future economic conditions.

Opinions of probable costs should only be construed as preliminary, order of magnitude budgets. Actual costs most probably will vary from the consultant's opinions of probable costs depending on such matters as type and design of suggested remedy, quality of materials and installation, manufacturer and type of equipment or system selected, field conditions, whether a physical deficiency is repaired or replaced in whole, phasing of the work (if applicable), quality of contractor, quality of project management exercised, market conditions, and whether competitive pricing is solicited, etc. ASTM E2018-08 recognizes that certain opinions of probable costs cannot be developed within the scope of this guide without further study. Opinions of probable cost for further study should be included in the FCA.



#### 1.4.1. Methodology

Based upon site observations, research, and judgment, along with referencing Expected Useful Life (EUL) tables from various industry sources, EMG opines as to when a system or component will most probably necessitate replacement. Accurate historical replacement records, if provided, are typically the best source of information. Exposure to the elements, initial quality and installation, extent of use, the quality and amount of preventive maintenance exercised, etc., are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual chronological age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its effective age. Projections of Remaining Useful Life (RUL) are based on continued use of the Property similar to the reported past use. Significant changes in occupants and/or usage may affect the service life of some systems or components.

Where quantities could not be derived from an actual take-off, lump sum costs or allowances are used. Estimated costs are based on professional judgment and the probable or actual extent of the observed defect, inclusive of the cost to design, procure, construct and manage the corrections.

#### 1.4.2. Immediate Repairs

Immediate repairs are opinions of probable costs that require immediate action as a result of: (1) material existing or potential unsafe conditions, (2) material building or fire code violations, or (3) conditions that, if not addressed, have the potential to result in, or contribute to, critical element or system failure within one year or will most probably result in a significant escalation of its remedial cost.

#### 1.4.3. Replacement Reserves

Replacement Reserves are for recurring probable expenditures, which are not classified as operation or maintenance expenses. The replacement reserves should be budgeted for in advance on an annual basis. Replacement Reserves are reasonably predictable both in terms of frequency and cost. However, Replacement Reserves may also include components or systems that have an indeterminable life but, nonetheless, have a potential for failure within an estimated time period.

Replacement Reserves exclude systems or components that are estimated to expire after the reserve term and are not considered material to the structural and mechanical integrity of the subject property. Furthermore, systems and components that are not deemed to have a material effect on the use of the Property are also excluded. Costs that are caused by acts of God, accidents, or other occurrences that are typically covered by insurance, rather than reserved for, are also excluded.

Replacement costs are solicited from ownership/property management, EMG's discussions with service companies, manufacturers' representatives, and previous experience in preparing such schedules for other similar facilities. Costs for work performed by the ownership's or property management's maintenance staff are also considered.

EMG's reserve methodology involves identification and quantification of those systems or components requiring capital reserve funds within the assessment period. The assessment period is defined as the effective age plus the reserve term. Additional information concerning system's or component's respective replacement costs (in today's dollars), typical expected useful lives, and remaining useful lives were estimated so that a funding schedule could be prepared. The Replacement Reserves Schedule presupposes that all required remedial work has been performed or that monies for remediation have been budgeted for items defined in the Immediate Repair Cost Estimate.



# 2. Purpose and Scope

#### 2.1. Purpose

EMG was retained by the client to render an opinion as to the Property's current general physical condition on the day of the site visit.

Based on the observations, interviews and document review outlined below, this report identifies significant deferred maintenance issues, existing deficiencies, and material code violations of record at municipal offices, which affect the Property's use. Opinions are rendered as to its structural integrity, building system condition and the Property's overall condition. The report also notes building systems or components that have realized or exceeded their typical expected useful lives.

#### **CONDITIONS:**

The physical condition of building systems and related components are typically defined as being in one of five conditions: Excellent, Good, Fair, Poor, Failed or a combination thereof. For the purposes of this report, the following definitions are used:

Excellent	=	New or very close to new; component or system typically has been installed within the past year, sound and performing its function. Eventual repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Good	=	Satisfactory as-is. Component or system is sound and performing its function, typically within the first third of its lifecycle. However, it may show minor signs of normal wear and tear. Repair or replacement will be required when the component or system either reaches the end of its useful life or fails in service.
Fair	=	Showing signs of wear and use but still satisfactory as-is, typically near the median of its estimated useful life. Component or system is performing adequately at this time but may exhibit some signs of wear, deferred maintenance, or evidence of previous repairs. Repair or replacement will be required due to the component or system's condition and/or its estimated remaining useful life.
Poor	=	Component or system is significantly aged, flawed, functioning intermittently or unreliably; displays obvious signs of deferred maintenance; shows evidence of previous repair or workmanship not in compliance with commonly accepted standards; has become obsolete; or exhibits an inherent deficiency. The present condition could contribute to or cause the deterioration of contiguous elements or systems. Either full component replacement is needed or repairs are required to restore to good condition, prevent premature failure, and/or prolong useful life.
Failed	=	Component or system has ceased functioning or performing as intended. Replacement, repair, or other significant corrective action is recommended or required.
Not Applicable	=	Assigning a condition does not apply or make logical sense, most commonly due to the item in question not being present.

#### FORMAT OF THE BODY OF THE REPORT:

Throughout sections 5 through 9 of this report, each report section will typically contain three subsections organized in the following sequence:

- A descriptive table (and/or narrative), which identifies the components assessed, their condition, and other key data points.
- A simple bulleted list of Anticipated Lifecycle Replacements, which lists components and assets typically in Excellent, Good, or Fair condition at the time of the assessment but that will require replacement or some other attention once aged past their estimated useful life. These listed components are typically included in the associated inventory database with costs identified and budgeted beyond the first several years.
- A bulleted cluster of Actions/Comments, which include more detailed narratives describing deficiencies, recommended repairs, and short term replacements. The assets and components associated with these bullets are/were typically problematic and in Poor or Failed condition at the time of the assessment, with corresponding costs included within the first few years.



#### **PLAN TYPES:**

Each line item in the cost database is assigned a Plan Type, which is the primary reason or rationale for the recommended replacement, repair, or other corrective action. This is the "why" part of the equation. A cost or line item may commonly have more than one applicable Plan Type; however, only one Plan Type will be assigned based on the "best" fit, typically the one with the greatest significance. The following Plan Types are listed in general weighted order of importance:

Safety	=	An observed or reported unsafe condition that if left unaddressed could result in an injury; a system or component that presents a potential liability risk.
Performance/Integrity	=	Component or system has failed, is almost failing, performs unreliably, does not perform as intended, and/or poses a risk to overall system stability.
Accessibility	=	Does not meet ADA, UFAS, and/or other handicap accessibility requirements.
Environmental	=	Improvements to air or water quality, including removal of hazardous materials from the building or site.
Modernization/Adaptation	=	Conditions, systems, or spaces that need to be upgraded in appearance or function to meet current standards, facility usage, or client/occupant needs.
Lifecycle/Renewal	=	Any component or system in which future repair or replacement is anticipated beyond the next several years and/or is of minimal substantial early-term consequence.

## 2.2. Scope

The standard scope of the Facility Condition Assessment includes the following:

- Visit the Property to evaluate the general condition of the building and site improvements, review available construction documents in order to familiarize ourselves with, and be able to comment on, the in-place construction systems, life safety, mechanical, electrical, and plumbing systems, and the general built environment.
- Identify those components that are exhibiting deferred maintenance issues and provide cost estimates for Immediate Costs and Replacement Reserves based on observed conditions, maintenance history and industry standard useful life estimates. This will include the review of documented capital improvements completed within the last five-year period and work currently contracted for, if applicable.
- Provide a full description of the Property with descriptions of in-place systems and commentary on observed conditions.
- Provide a general statement of the subject Property's compliance to Title III of the Americans with Disabilities Act. This will not
  constitute a full ADA survey, but will help identify exposure to issues and the need for further review.
- Perform a limited assessment of accessible areas of the building(s) for the presence of fungal growth, conditions conducive to fungal growth, and/or evidence of moisture. EMG will also interview Project personnel regarding the presence of any known or suspected fungal growth, elevated relative humidity, water intrusion, or mildew-like odors. Potentially affected areas will be photographed. Sampling will not be considered in routine assessments.
- List the current utility service providers.
- Review maintenance records and procedures with the in-place maintenance personnel.
- Observe a representative sample of the interior spaces/units, including vacant spaces/units, in order to gain a clear understanding of the property's overall condition. Other areas to be observed include the exterior of the property, the roofs, interior common areas, and the significant mechanical, electrical and elevator equipment rooms.
- Provide recommendations for additional studies, if required, with related budgetary information.
- Provide an Executive Summary at the beginning of this report.

#### 2.3. Personnel Interviewed

The management were interviewed for specific information relating to the physical property, available maintenance procedures, historical performance of key building systems and components, available drawings and other documentation. The following personnel from the facility and government agencies were interviewed in the process of conducting the FCA:

Name and Title	Organization	Phone Number
Tony Hule	City of Yorkville	(630) 885-3569



The FCA was performed with the assistance of Tony Hule, City of Yorkville, the onsite Point of Contact (POC), who was cooperative and provided information that appeared to be accurate based upon subsequent site observations. The onsite contact is completely knowledgeable about the subject property and answered most questions posed during the interview process. The POC's management involvement at the property has been for the past 14 years.

#### 2.4. Documentation Reviewed

Prior to the FCA, relevant documentation was requested that could aid in the knowledge of the subject property's physical improvements, extent and type of use, and/or assist in identifying material discrepancies between reported information and observed conditions. The review of submitted documents does not include comment on the accuracy of such documents or their preparation, methodology, or protocol. The Documentation Request Form is provided in Appendix E.

Although Appendix E provides a summary of the documents requested or obtained, the following list provides more specific details about some of the documents that were reviewed or obtained during the site visit.

No documents available.

#### 2.5. Pre-Survey Questionnaire

A Pre-Survey Questionnaire was sent to the POC prior to the site visit, and was not returned. The questionnaire is included in Appendix F.

#### 2.6. Weather Conditions

June 26, 2017: Clear, with temperatures in the 70s (°F) and light winds.



# 3. Accessibility and Property Research

#### 3.1. ADA Accessibility

Generally, Title III of the Americans with Disabilities Act (ADA) prohibits discrimination by entities to access and use of "areas of public accommodations" and "commercial facilities" on the basis of disability. Regardless of its age, these areas and facilities must be maintained and operated to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

Buildings completed and occupied after January 26, 1992 are required to comply fully with the ADAAG. Existing facilities constructed prior to this date are held to the lesser standard of compliance to the extent allowed by structural feasibility and the financial resources available. As an alternative, a reasonable accommodation pertaining to the deficiency must be made.

During the FCA, a limited visual observation for ADA accessibility compliance was conducted. The scope of the visual observation was limited to those areas set forth in *EMG's Abbreviated Accessibility Checklist* provided in Appendix D of this report. It is understood by the Client that the limited observations described herein does not comprise a full ADA Compliance Survey, and that such a survey is beyond the scope of EMG's undertaking. Only a representative sample of areas was observed and, other than as shown on the Abbreviated Accessibility Checklist, actual measurements were not taken to verify compliance.

At a Garage/Office property, the areas considered as a public accommodation besides the site itself and parking, are the exterior accessible route, the interior accessible route up to the tenant lease lines and the interior common areas, including the common area restrooms.

The facility does not appear to be accessible with Title III of the Americans with Disabilities Act. Elements as defined by the ADAAG that are not accessible as stated within the priorities of Title III, are as follows:

#### **Parking**

Adequate number of designated parking stalls and signage for vans are not provided.

#### Ramps

Existing exterior ramps and stairs are not equipped with the required handrails (each side).

#### Restrooms

Install grab bars in accessible stalls at 36" above the floor.

A full ADA Compliance Survey may reveal some aspects of the property that are not in compliance.

Corrections of these conditions should be addressed from a liability standpoint, but are not necessarily code violations. The Americans with Disabilities Act Accessibility Guidelines concern civil rights issues as they pertain to the disabled and are not a construction code, although many local jurisdictions have adopted the Guidelines as such. The cost to address the achievable items noted above is included in the cost tables.

## 3.2. Municipal Information, Flood Zone and Seismic Zone

Not applicable



# 4. Existing Building Assessment

## 4.1. Unit or Space Types

All 10,600 square feet of the building are occupied by a single occupant, City of Yorkville. The spaces are mostly a combination of offices, supporting restrooms, garages.

# 4.2. Inaccessible Areas or Key Spaces Not Observed

The interior spaces were observed in order to gain a clear understanding of the property's overall condition. Other areas accessed included the site within the property boundaries, exterior of the property and the roof. All areas of the property were available for observation during the site visit.



# 5. Site Improvements

#### 5.1. Utilities

The following table identifies the utility suppliers and the condition and adequacy of the services.

Site Utilities						
Utility	Supplier	Condition and Adequacy				
Sanitary sewer	City of Yorkville	Good				
Storm sewer	Yorkville Department of Public Works	Good				
Domestic water	City of Yorkville	Good				
Electric service	ComEd	Good				
Natural gas service	Nicor	Good				

#### Actions/Comments:

 According to the POC, the utilities provided are adequate for the property. There are no unique, onsite utility systems such as emergency electrical generators, septic systems, water or waste water treatment plants, or propane gas tanks.

## 5.2. Parking, Paving, and Sidewalks

Item	Description
Main Ingress and Egress	Wolf Street
Access from	North
Additional Entrances	N/A
Additional Access from	N/A

Paving and Flatwork					
Item	Material	Last Work Done	Condition		
Entrance Driveway Apron	Asphalt	2008	Fair		
Parking Lot	Asphalt	2008	Fair		
Drive Aisles	None				
Service Aisles	None				
Sidewalks	Concrete	2008	Good		
Curbs	Concrete	2008	Fair		
Site Stairs	None				
Pedestrian Ramps	None				



Parking Count						
Open Lot	Carport	Private Garage	Subterranean Garage	Freestanding Parking Structure		
23						
Total Number of A	ADA Compliant Spa	ces	1			
Number of ADA C	compliant Spaces fo	r Vans	0			
Total Parking Spaces			23			
Parking Ratio (Spaces/Apartments)						
Method of Obtaining Parking Count			Phy	sical count		

Exterior Stairs					
Location	Material	Handrails	Condition		
None					

#### Anticipated Lifecycle Replacements:

- Asphalt seal coating
- Asphalt pavement

#### Actions/Comments:

• No significant actions are identified at the present time. On-going periodic maintenance is highly recommended. Future lifecycle replacements of the components listed above will be required.

# 5.3. Drainage Systems and Erosion Control

Drainage System and Erosion Control							
System	System Exists At Site Condition						
Surface Flow	$\boxtimes$	Good					
Inlets							
Swales							
Detention pond							
Lagoons							
Ponds							
Underground Piping							
Pits							
Municipal System							
Dry Well							

#### Anticipated Lifecycle Replacements:

No components of significance



#### Actions/Comments:

 There is no evidence of storm water runoff from adjacent properties. The storm water system appears to provide adequate runoff capacity. There is no evidence of major ponding or erosion.

# 5.4. Topography and Landscaping

Item	Description								
Site Topography	Generally	flat.							
Landscaping	Trees	Trees Grass Flower Beds Planters Drought Tolerant Plants Stone None						None	
	$\boxtimes$	$\boxtimes$							
Landscaping Condition				God	od				
Irrigation	Automatic Underground  Drip  Hand Watering  None								
Irrigation Condition					-				

Retaining Walls					
Туре	Location	Condition			
None					

#### Anticipated Lifecycle Replacements:

No components of significance

#### Actions/Comments:

 The topography and adjacent uses do not appear to present conditions detrimental to the property. There are no significant areas of erosion.

## 5.5. General Site Improvements

Property Signage				
Property Signage Post mounted wood				
Street Address Displayed? Yes				

Site and Building Lighting					
	None	Pole Mounted	Bollard Lights	Ground Mounted	Parking Lot Pole Type
Site Lighting	$\boxtimes$				
		•	Choose an item.		



Site and Building Lighting					
	None	Wall Mounted	Recessed Soffit		
Building Lighting		$\boxtimes$			
	Fair				

Site Fencing			
Туре	Location	Condition	
None			

REFUSE DISPOSAL				
Refuse Disposal	Common area dumpsters			
Dumpster Locations	Mounting	Enclosure	Contracted?	Condition
South part of Front Elevation	Asphalt paving	None	No	Fair

Other Site Amenities			
	Description	Location	Condition
Playground Equipment	None		
Tennis Courts	None		
Basketball Court	None		
Swimming Pool	None		

#### Anticipated Lifecycle Replacements:

Exterior lighting

#### Actions/Comments:

• No significant actions are identified at the present time. On-going periodic maintenance is highly recommended. Future lifecycle replacements of the components listed above will be required.



# 6. Building Architectural and Structural Systems

#### 6.1. Foundations

Building Foundation			
Item	Condition		
Foundation	Slab on grade with integral footings	Good	
Basement and Crawl Space	None		

#### Anticipated Lifecycle Replacements:

No components of significance

#### Actions/Comments:

• There are no significant signs of settlement, deflection, or movement.

## 6.2. Superstructure

Building Superstructure			
Item	Description	Condition	
Framing / Load-Bearing Walls	Steel columns and beams	Good	
Ground Floor	Concrete slab	Good	
Upper Floor Framing	Wood joists	Good	
Upper Floor Decking	Plywood or OSB	Fair	
Roof Framing	Steel beams or girders	Good	
Roof Decking	Metal decking	Fair	

#### Anticipated Lifecycle Replacements:

No components of significance

#### Actions/Comments:

• The superstructure is exposed in some locations, which allows for limited observation. Walls and floors appear to be plumb, level, and stable. There are no significant signs of deflection or movement.

# 6.3. Roofing

Primary Roof			
Type / Geometry	Gable Roof	Finish	Metal
Maintenance	Outside Contractor	Roof Age	9 Yrs



Primary Roof			
Flashing	Sheet Metal	Warranties	None
Parapet Copings	None	Roof Drains	Gutters and downspouts
Fascia	Metal Panel	Insulation	Fiberglass batts
Soffits	None	Skylights	No
Attics	Steel beams	Ponding	No
Ventilation Source-1	Ridge Vents	Leaks Observed	No
Ventilation Source-2		Roof Condition	Good

#### Anticipated Lifecycle Replacements:

No components of significance

#### Actions/Comments:

- The roof finishes are original. Information regarding roof warranties or bonds was not available. The roofs are maintained by an outside contractor.
- There is no evidence of active roof leaks.
- There is no evidence of roof deck or insulation deterioration. The roof substrate and insulation should be inspected during any future roof repair or replacement work.
- Roof drainage appears to be adequate. Clearing and minor repair of drain system components should be performed regularly as part
  of the property management's routine maintenance and operations program.
- The attics are not accessible and it could not be determined if there is moisture, water intrusion, or excessive daylight in the attics.

#### 6.4. Exterior Walls

Building Exterior Walls			
Туре	Location	Condition	
Primary Finish	Metal siding	Good	
Secondary Finish	Painted CMU	Good	
Accented with			
Soffits	Not Applicable		

Building sealants (caulking) are located between dissimilar materials, at joints, and around window and door openings.

#### Anticipated Lifecycle Replacements:

No components of significance



#### Actions/Comments:

• The metal siding has isolated areas of damaged siding along the top side of Garage No. 5. The damaged siding must be repaired. The cost for this work is relatively insignificant and the work can be performed as part of the property managements' routine maintenance program.

#### 6.5. Exterior and Interior Stairs

Building Exterior and Interior Stairs					
Type Description Riser Handrail Balusters Condition					
Building Exterior Stairs	None				
Building Interior Stairs	Wood-framed	Closed	Wood	Wood	Good

#### Anticipated Lifecycle Replacements:

No components of significance

#### Actions/Comments:

No significant actions are identified at the present time. On-going periodic maintenance is highly recommended.

#### 6.6. Exterior Windows and Doors

Building Windows					
Window Framing Glazing Location		Window Screen	Condition		
Aluminum framed, operable	Double glaze	Front Elevation of Building		Good	

Building Doors					
Main Entrance Doors	Door Type	Condition			
	Metal, insulated	Fair			
Secondary Entrance Doors	Metal, insulated	Fair			
Service Doors	Metal, hollow	Fair			
Overhead Doors	Aluminium	Good			

#### Anticipated Lifecycle Replacements:

Exterior Metal doors

#### Actions/Comments:

No significant actions are identified at the present time. On-going periodic maintenance is highly recommended.



# 6.7. Patio, Terrace, and Balcony

Not applicable. There are no patios, terraces, or balconies.



# 7. Building Mechanical and Plumbing Systems

See the Mechanical Equipment List in the Appendices for the quantity, manufacturer's name, model number, capacity and year of manufacturer of the major mechanical equipment, if available.

# 7.1. Building Heating, Ventilating, and Air Conditioning (HVAC)

Individual Units			
Primary Components	Split system furnaces and condensing units		
Cooling (if separate from above)	performed via components above		
Quantity and Capacity Ranges	1 unit ranging from 5 tons/BTUH		
Total Heating or Cooling Capacity	5 tons/BTUH		
Heating Fuel	Electric		
Location of Equipment	Interior Garage		
Space Served by System	Entire building		
Age Ranges	All units dated 2014		
Primary Component Condition	Good		

Supplemental Components		
Supplemental Component #1	Suspended unit heaters	
Location / Space Served by Suspended Unit Heaters	Above Office in Garage	
Suspended Unit Heater Condition	Good	
Supplemental Component #2	Ceiling Fans	
Location / Space Served by Ceiling Fans	Throughout Building	
Ceiling Fans Condition	Fair	
Supplemental Component #3	Engine Exhaust Removal	
Location / Space Served by Engine Exhaust Removal	Ceiling of Garage	
Engine Exhaust Removal Condition	Good	

Controls and Ventilation			
HVAC Control System	Individual programmable thermostats/controls		
HVAC Control System Condition	Good		
Building Ventilation	Engine Exhaust Removal		
Ventilation System Condition	Good		

#### Anticipated Lifecycle Replacements:

- Engine Exhaust Removal Fans
- Suspended Unit Heaters
- Electric Furnace
- Ceiling Fans
- Condensing Unit

#### Actions/Comments:

- The HVAC systems are maintained by an outside contractor. Records of the installation, maintenance, upgrades, and replacement of the HVAC equipment at the property have been maintained since the property was first occupied.
- The HVAC equipment appears to vary in age. The property is relatively new and has not required any major HVAC equipment replacements.
- The HVAC equipment appears to be functioning adequately overall. No chronic problems were reported and an overall sense of satisfaction with the systems was conveyed. However, due to the inevitable failure of parts and components over time, some of the equipment will require replacement.

## 7.2. Building Plumbing and Domestic Hot Water

Building Plumbing System				
Type Description Condition				
Water Supply Piping	Fair			
Waste/Sewer Piping	Cast iron	Fair		
Vent Piping	Cast iron	Fair		
Water Meter Location	Right Elevation of Building			

Domestic Water Heaters or Boilers				
Components	Water Heaters			
Fuel	Electric			
Quantity and Input Capacity	1 unit			
Storage Capacity	50 gallons			
Boiler or Water Heater Condition	Fair			
Supplementary Storage Tanks?	No			
Storage Tank Quantity & Volume				
Quantity of Storage Tanks				
Storage Tank Condition				
Domestic Hot Water Circulation Pumps (3 HP and over)	No			
Adequacy of Hot Water	Adequate			
Adequacy of Water Pressure	Adequate			

Plumbing Fixture	s
Water Closets	Residential grade



Plumbing Fixtures			
Toilet (Water Closet) Flush Rating 1.6 GPF			
Common Area Faucet Nominal Flow Rate	2.0 GPM		
Condition	Fair		

#### Anticipated Lifecycle Replacements:

- Water Heater
- Backflow Preventer
- Water Closets
- Sinks
- Lavatory
- Bathroom Vanity

#### Actions/Comments:

The plumbing systems appear to be well maintained and functioning adequately. The water pressure appears to be sufficient. No significant repair actions or short-term replacement costs are required. Routine and periodic maintenance is recommended. Future lifecycle replacements of the components or systems listed above will be required.

## 7.3. Building Gas Distribution

Not applicable. The property is not supplied with natural gas.

## 7.4. Building Electrical

Building Electrical Systems				
Electrical Lines	Underground	Transformer	Pad-mounted	
Main Service Size	800 Amps	Volts	120/240 Volt, single-phase	
Meter & Panel Location	North Elevation of Building	I Branch Wiring		
Conduit	Metallic	Step-Down Transformers?	No	
Security / Surveillance System?	No	Building Intercom System?	No	
Lighting Fixtures		T-12		
Main Distribution Condition	Good			
Secondary Panel and Transformer Condition	Good			
Lighting Condition		Fair		

#### Anticipated Lifecycle Replacements:

- Distribution Panels
- Interior Lighting System



#### Actions/Comments:

- The onsite electrical systems up to the meters are owned and maintained by the respective utility company.
- The electrical service and capacity appear to be adequate for the property's demands.
- The panels are mostly original 2008 components. The electrical service is reportedly adequate for the facility's needs. However, due
  to the age of the panels and increasing difficulty of obtaining replacement parts over time, lifecycle replacements are recommended
  per above.

## 7.5. Building Elevators and Conveying Systems

Not applicable. There are no elevators or conveying systems.

## 7.6. Fire Protection and Security Systems

Item	Description							
Туре	None							
	Central Alarm Panel		Battery-Operation Detection		$\boxtimes$	Alarm Horns		
Fire Alarm System	Annunciator Panels		Hard-Wired Detect			Strobe Light Alarms		
	Pull Stations		Emergency Ba Lightir		$\boxtimes$	Illuminated EXIT Signs	$\boxtimes$	
Alarm System Condition								
Oneighbor Oceators	None		Standpi	pes		Backflow Preventer	$\boxtimes$	
Sprinkler System	Hose Cabinets		Fire Pumps			Siamese Connections		
Suppression Condition								
Central Alarm Panel	Location of Ala	arm Pa	anel		Installa	stallation Date of Alarm Panel		
System								
Fire Extinguishers	Last Servic	Last Service Date				Servicing Current?		
The Extinguishers	2016	2016		No				
Hydrant Location	None							
Siamese Location								
Special Systems	Kitchen Suppressio	n Syst	em 🗆	Comp	uter R	oom Suppression System		

#### Anticipated Lifecycle Replacements:

No components of significance

#### Actions/Comments:



- The vast majority of the building is not protected by fire suppression. Due to its construction date, the facility is most likely "grandfathered" by code and the installation of fire sprinklers not required until major renovations are performed. Regardless of when or if installation of facility-wide fire suppression is required by the governing municipality, EMG recommends a retrofit be performed. As part of the major recommended short-term renovations, a facility-wide fire suppression retrofit is recommended. A budgetary cost is included.
- The fire alarm systems appear somewhat antiquated and not up to current standards. Due to the age of the components and apparent shortcomings, a full modernization project is recommended. As part of the major recommended short-term renovations, a facility-wide fire alarm modernization is recommended. A budgetary cost is included.

## 7.7. Life Support Systems

Not Applicable



# 8. Interior Spaces

#### 8.1. Interior Finishes

The facility is used as an Office Building and Garage for the City of Yorkville.

The most significant interior spaces include offices, and garage. Supporting areas include hallways, stairs, administrative offices, restrooms, employee break rooms and garages.

The following table generally describes the locations and typical conditions of the interior finishes within the facility:

Typical Floor Finishes					
Floor Finish	Locations	General Condition			
Concrete	Offices, Garage, Restrooms	Good			
	Typical Wall Finishes				
Wall Finish	Locations	General Condition			
Painted drywall	Office and Restroom	Fair			
Steel	Garage	Good			
	Typical Ceiling Finishes				
Ceiling Finish	Locations	General Condition			
Painted drywall	Office and Restroom	Fair			
Metal	Garage	Good			

Interior Doors				
Item	Туре	Condition		
Interior Doors	Hollow core Wood	Fair		
Door Framing	Wood	Fair		
Fire Doors	No			

#### Anticipated Lifecycle Replacements:

- Wood Hollow-Core
- Wood Hollow-Core Door w/Glass
- Interior paint

#### Actions/Comments:

- It appears that the interior finishes are original.
- No significant actions are identified at the present time. On-going periodic maintenance is highly recommended. Future lifecycle replacements of the components listed above will be required.



# 8.2. Commercial Kitchen & Laundry Equipment

Not applicable. There are no commercial kitchens or laundry onsite.

The Office kitchen includes the following residential appliances, fixtures, and equipment:

Commercial Kitchen					
Appliance	Comment	Condition			
Refrigerators	Up-right	Fair			
Freezers	-				
Ranges					
Ovens					
Griddles / Grills					
Fryers	1				
Hood					
Dishwasher					
Microwave	$\boxtimes$	Fair			
Ice Machines					
Steam Tables					
Work Tables					
Shelving					

Commercial Laundry					
Equipment Comment Condition					
Commercial Washing Machines					
Commercial Dryers					
Residential Washers		Fair			
Residential Dryers		Fair			

#### Anticipated Lifecycle Replacements:

- Refrigerator
- Kitchen Cabinet
- Residential Washer/Dryer

#### Actions/Comments:

• No significant actions are identified at the present time. On-going periodic maintenance is highly recommended.



# 9. Other Structures

Not applicable. There are no major accessory structures.



### 10. Certification

City of Yorkville retained EMG to perform this Facility Condition Assessment in connection with its continued operation of Public Works Garage (Frame Building), 185 Wolf Street, Yorkville, IL 60560, the "Property". It is our understanding that the primary interest of ClientN is to locate and evaluate materials and building system defects that might significantly affect the value of the property and to determine if the present Property has conditions that will have a significant impact on its continued operations.

The conclusions and recommendations presented in this report are based on the brief review of the plans and records made available to our Project Manager during the site visit, interviews of available property management personnel and maintenance contractors familiar with the Property, appropriate inquiry of municipal authorities, our Project Manager's walk-through observations during the site visit, and our experience with similar properties.

No testing, exploratory probing, dismantling or operating of equipment or in-depth studies were performed unless specifically required under Section  $\underline{2}$  of this report. This assessment did not include engineering calculations to determine the adequacy of the Property's original design or existing systems. Although walk-through observations were performed, not all areas were observed (See Section  $\underline{4.2}$  for areas observed). There may be defects in the Property, which were in areas not observed or readily accessible, may not have been visible, or were not disclosed by management personnel when questioned. The report describes property conditions at the time that the observations and research were conducted.

This report has been prepared on behalf of and exclusively for the use of City of Yorkville for the purpose stated within Section 2 of this report. The report, or any excerpt thereof, shall not be used by any party other than City of Yorkville or for any other purpose than that specifically stated in our agreement or within Section 2 of this report without the express written consent of EMG.

Any reuse or distribution of this report without such consent shall be at City of Yorkville and the recipient's sole risk, without liability to EMG.

Prepared by: Tammy Prusa

Project Manager

Reviewed by:

Al Diefert

**Technical Report Reviewer** 

For

Andrew Hupp Program Manager arhupp@emgcorp.com 800.733.0660 x6632



# 11. Appendices

Appendix A: Photographic Record

Appendix B: Site Plan

Appendix C: EMG Accessibility Checklist

Appendix D: Pre-Survey Questionnaire

# Appendix A: Photographic Record





#1: FRONT ELEVATION



#2: **LEFT ELEVATION** 



#3: **REAR ELEVATION** 



#4: **RIGHT ELEVATION** 



#5: SIDEWALK, CONCRETE



#6: **ASPHALT PAVEMENT** 



#7: FOUNDATIONS, CONCRETE SLAB-ON-GRADE



#8: ROOF, METAL



#9: EXTERIOR WALL, ALUMINUM SIDING



#10: INTERIOR STAIR/RAMP RAILS, WOOD



#11: WINDOW, ALUMINUM DOUBLE-GLAZED



#12: OVERHEAD DOOR, ALUMINUM ROLL-UP



#13: EXTERIOR DOOR, STEEL W/ GLASS



#14: EXTERIOR DOOR, STEEL



#15: DAMAGE TO OVERHEAD DOOR NO. 5.



#16: RESIDENTIAL FIXTURES, CEILING FAN



#17: EXHAUST FAN, CENTRIFUGAL



#18: UNIT HEATER, NATURAL GAS



#19: FURNACE, ELECTRIC



#20: CONDENSING UNIT/HEAT PUMP, SPLIT SYSTEM



#21: UNIT HEATER, NATURAL GAS



#22: WATER HEATER, ELECTRIC, RESIDENTIAL



#23: BACKFLOW PREVENTER



#24: LAVATORY, VITREOUS CHINA



#25: TOILET, FLUSH TANK



#26: SINK, PLASTIC



#27: RESIDENTIAL APPLIANCES, CLOTHES WASHER



#28: SINK, STAINLESS STEEL



BATHROOM VANITY CABINET, WOOD, WITH CULTURED MARBLE SINK TOP

#29:



#30: INCANDESCENT LIGHTING FIXTURE, BASIC



#31: DISTRIBUTION PANEL #1



#32: DISTRIBUTION PANEL #2



#33: DISTRIBUTION PANEL #3



#34: LIGHTING SYSTEM, INTERIOR, OFFICE BUILDING



#35: DISTRIBUTION PANEL #4



#36: DISTRIBUTION PANEL #5



#37: HIGH PRESSURE SODIUM LIGHTING FIXTURE



#38: EXIT LIGHTING FIXTURE, LED



#39: FIRE EXTINGUISHER



#40: INTERIOR WALL FINISH,
GYPSUM
BOARD/PLASTER/METAL



#41: INTERIOR WINDOW



#42: INTERIOR WALL FINISH, STEEL



#43:

INTERIOR DOOR, WOOD SOLID-CORE W/ GLASS



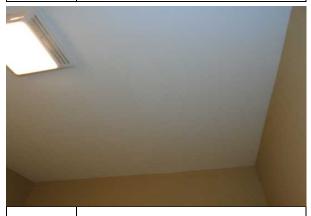
#44:

INTERIOR DOOR, WOOD HOLLOW-CORE



#45:

INTERIOR CEILING FINISH, METAL



#46:

. INTERIOR CEILING FINISH, GYPSUM BOARD/PLASTER



#47:

KITCHEN CABINET, BASE AND WALL SECTION, WOOD



#48:

RESIDENTIAL APPLIANCES, REFRIGERATOR





#49:

RESIDENTIAL APPLIANCES, CLOTHES DRYER

Appendix B: Site Plan



# Site Plan



	Project Name:	Project Number:
(emn)	Public Works Garage (Frame Building)	122700.17R000-041.322
	Source:	On-Site Date:
	Google Earth	June 26, 2017

# Appendix C: EMG Accessibility Checklist



Date Completed: <u>June 26, 2017</u>

Property Name: Public Works Garage (Frame Building)

EMG Project Number: <u>122700.17R000-041.322</u>

	Building History	Yes	No	Unk	Comments
1	Has an ADA survey previously been completed for this property?			х	
2	Have any ADA improvements been made to the property?			х	
3	Does a Transition Plan / Barrier Removal Plan exist for the property?			х	
4	Has building ownership or management received any ADA related complaints that have not been resolved?			Х	
5	Is any litigation pending related to ADA issues?			Х	
	Parking	Yes	No	NA	Comments
1	Are there sufficient accessible parking spaces with respect to the total number of reported spaces?	х			
2	Are there sufficient van-accessible parking spaces available?		x		
3	Are accessible spaces marked with the International Symbol of Accessibility? Are there signs reading "Van Accessible" at van spaces?		х		
4	Is there at least one accessible route provided within the boundary of the site from public transportation stops, accessible parking spaces, passenger loading zones, if provided, and public streets and sidewalks?	x			
5	Do curbs on the accessible route have depressed, ramped curb cuts at drives, paths, and drop-offs?	Х			
6	If required does signage exist directing you to accessible parking and an accessible building entrance?		х		
	Ramps	Yes	No	NA	Comments
1*	Do all ramps along accessible path of travel appear to meet slope requirements? (1:12 or less)	X			
2	Are ramps that appear longer than 6 ft complete with railings on both sides?		x		

	Ramps (cont.)	Yes	No	NA	Comments
	Does the width between railings appear at	169	140	IVA	Commond
3	least 36 inches?			Х	
4	Is there a level landing for approximately every 30 ft horizontal length of ramp, at the top and at the bottom of ramps and switchbacks?			x	
	Entrances/Exits	Yes	No	NA	Comments
1	Do all required accessible entrance doorways appear at least 32 inches wide and not a revolving door?	X			
2	If the main entrance is inaccessible, are there alternate accessible entrances?	X			
3	Is the door hardware easy to operate (lever/push type hardware, no twisting required and not higher than approximately 48 inches above the floor)?	X			
	Paths of Travel	Yes	No	NA	Comments
1	Are all paths of travel free of obstruction and wide enough for a wheelchair (appear at least 36 inches wide)?	X			
2	Are wheelchair-accessible facilities (toilet rooms, exits, etc.) identified with signage?		x		
3	Is there a path of travel that does not require the use of stairs?	x			
	Elevators	Yes	No	NA	Comments
1	Do the call buttons have visual and audible signals to indicate when a call is registered and answered when car arrives?			х	
2	Are there visual and audible signals inside cars indicating floor change?			х	
3	Are there standard raised and Braille marking on both jambs of each hoist way entrance as well as all cab/call buttons?			x	
4	Do elevator doors have a reopening device that will stop and reopen a car door if an object or a person obstructs the door?			х	
5	Are elevator controls low enough to be reached from a wheelchair (appears to be between 15 and 48 inches)?			х	
6	If a two-way emergency communication system is provided within the elevator cab, is it usable without voice communication?			x	

	Toilet Rooms	Yes	No	NA	Comments
1	Are common area public restrooms located on an accessible route?	х			
2	Are pull handles push/pull or lever type?	х			
3	Are there audible and visual fire alarm devices in the toilet rooms?		x		
4	Are toilet room access doors wheelchair- accessible (appear to be at least 32 inches wide)?	х			
5	Are public restrooms large enough to accommodate a wheelchair turnaround (appear to have 60" turning diameter)?	х			
6	In unisex toilet rooms, are there safety alarms with pull cords?		x		
7	Are toilet stall doors wheelchair accessible (appear to be at least 32" wide)?			х	
8	Are grab bars provided in toilet stalls?		х		
9	Are sinks provided with clearance for a wheelchair to roll under (appear to have 29" clearance)?	х			
10	Are sink handles operable with one hand without grasping, pinching or twisting?	x			
11	Are exposed pipes under sink sufficiently insulated against contact?	х			
	Guest Rooms	Yes	No	NA	Comments
1	How many total accessible sleeping rooms does the property management report to have? Provide specific number in comment field.  Are there sufficient reported accessible sleeping rooms with respect to the total number of reported guestrooms? See attached hot sheet.			х	

	Guest Rooms	Yes	No	NA	Comments
2	How many of the accessible sleeping rooms per property management have rollin showers? Provide specific number in comment field.  Are there sufficient reported accessible rooms with roll-in showers with respect to the total number of reported accessible questrooms? See attached hot sheet.			х	
3	How many assistive listening kits and/or rooms with communication features are available per property management?  Provide specific number in comment field.  Are there sufficient reported assistive listening devices with respect to the total number of rooms? See attached hot sheet.			х	
	Pools	Yes	No	NA	Comments
1	Are public access pools provided? If the answer is no, please disregard this section.			X	
2	How many accessible access points are provided to each pool/spa? Provide number in comment field.  Is at least one fixed lift or sloped entry to the pool provided?			х	
	Play Area	Yes	No	NA	Comments
1	Has the play area been reviewed for accessibility? All public playgrounds are subject to ADAAG standards.			х	
	Exercise Equipment	Yes	No	NA	Comments
1	Does there appear to be adequate clear floor space around the machines/equipment (30" by 48" minimum)?			х	

<sup>\*</sup>Based on visual observation only. The slope was not confirmed through measurements.

# Appendix D: Pre-Survey Questionnaire



#### PRE-SURVEY QUESTIONNAIRE

This questionnaire must be completed by the property owner, the owner's designated representative, or someone knowledgeable about the subject property. *The completed form must be presented to EMG's Field Observer on the day of the site visit.* If the form is not completed, EMG's Project Manager will require *additional time* during the on-site visit with such a knowledgeable person in order to complete the questionnaire. During the site visit, EMG's Field Observer may ask for details associated with selected questions. This questionnaire will be utilized as an exhibit in EMG's final Physical Needs Assessment.

Name of person c	ompleting questionnaire:			
Association with p	property:			
Length of associa	tion with property:			
Date Completed:				
Phone Number:				
Property Name:				
Property Address				
Year Built	# of Buildings/Stories	# of Units	Acres	

**Directions:** Please answer all questions to the best of your knowledge and in good faith. Please provide additional details in the Comments column, or backup documentation for any Yes responses.

	Comments column, or backup documentation for any Yes responses.					
Insi	PECTIONS	DATE OF LAST REPAIR/REPLACEMENT	LIST ANY OUTSTANDING REPAIRS REQUIRED			
	Elevators		How many?			
1			Type of elevator traction or hydraulic			
			How old is the current elevator(s)?			
2	HVAC		Describe the existing HVAC system (what type of system).			
			How old is the current system?			
3	Mechanical Systems		Describe current mechanical systems			
			Give ages of each component and type			
4	Electrical system		How old is the current electrical system?			
5	Plumbing System		Describe the existing plumbing system (what type of piping for domestic water distribution system, sewer main, storm water).			
			How old are the current plumbing system components?			
6	Life-Safety/Fire Systems		What systems are currently in place?			
			How old are they?			

INSF	PECTIONS	DATE OF LAST	LIST ANY OUTSTANDING REPAIRS REQUIRED
7	Roofs	REPAIR/REPLACEMENT	What type of roof is on the building(s), What type of decking?
			How old is it/are they?
8	Foundation, Structure		What type of foundation? (slab on grade, piers, concrete foundation walls, footings)
			What type of structure (wood frame, concrete, steel)
QUE	STION		RESPONSE
9	List any major o last three years.	capital improvement within the	
10	List any major c the next year.	apital expenditures planned for	
11	interior/exterior	ding systems (HVAC, roof, finishes, paving, etc.) the of the tenant to maintain and	

Mark the column corresponding to the appropriate response. Please provide additional details in the Comments column, or backup documentation for any Yes responses. Note: **NA** indicates "Not Applicable", **Unk** indicates "Unknown"

QUESTION		RES	SPO	NSE		COMMENTS
			N	NA	Unk	
12	Are there any unresolved building, fire, or zoning code issues?					
13	Are there any "down" or unusable units?					
14	Are there any problems with erosion, stormwater drainage or areas of paving that do not drain?					
15	Is the property served by a private water well?					If so, please give age of current well.
16	Is the property served by a private septic system or other waste treatment systems?					If so, please give age.

Mark the column corresponding to the appropriate response. Please provide additional details in the Comments column, or backup documentation for any Yes responses. Note: **NA** indicates "*Not Applicable*", **Unk** indicates "*Unknown*"

QUESTION			SPON	NSE		COMMENTS
		Υ	N	NA	Unk	
17	Are there any problems with foundations or structures?					
18	Is there any water infiltration in basements or crawl spaces?					
19	Are there any wall, or window leaks?					
20	Are there any roof leaks?					
21	Is the roofing covered by a warranty or bond?					
22	Are there any poorly insulated areas?					
23	Is Fire Retardant Treated (FRT) plywood used?					
24	Is exterior insulation and finish system (EIFS) or a synthetic stucco finish used?					
25	Are there any problems with the utilities, such as inadequate capacities?					
26	Are there any problems with the landscape irrigation systems?					
27	Has a termite/wood boring insect inspection been performed within the last year?					
28	Do any of the HVAC systems use R-11, 12, or 22 refrigerants?					
29	Has any part of the property ever contained visible suspect mold growth?					
30	Is there a mold Operations and Maintenance Plan?					
31	Have there been indoor air quality or mold related complaints from tenants?					
32	Is polybutylene piping used?					
33	Are there any plumbing leaks or water pressure problems?					
34	Are there any leaks or pressure problems with natural gas service?					

Mark the column corresponding to the appropriate response. Please provide additional details in the Comments column, or backup documentation for any Yes responses. Note: **NA** indicates "*Not Applicable*", **Unk** indicates "*Unknown*"

QUESTION		RES	SPON	ISE		COMMENTS
		Υ	N	NA	Unk	
35	Does any part of the electrical system use aluminum wiring?					
36	Do Residential units have a less than 60-Amp service?					
37	Do Commercial units have less than 200-Amp service?					
38	Are there any recalled fire sprinkler heads (Star, GEM, Central, Omega)?					
39	Is there any pending litigation concerning the property?					
40	If built before 1978, has there been previous asbestos testing completed					
41	Does the property have an Asbestos Operations & Maintenance Program in place?					
42	If built before 1978, has there been previous comprehensive Lead-Based Paint testing completed?					
43	If built before 1960, has there been a previous Lead Based Paint Risk Assessment completed?					
44	Does the property have a Lead- Based Paint Operations & Maintenance Program in place?					
45	Has the management previously completed an ADA review?					
46	Have any ADA improvements been made to the property?					
47	Does a Barrier Removal Plan exist for the property?					
48	Has the Barrier Removal Plan been approved by an arms-length third party?					
49	Has building ownership or management received any ADA related complaints?					
50	Does elevator equipment require upgrades to meet ADA standards?					
51	Are there any problems with exterior lighting?					

Mark the column corresponding to the appropriate response. Please provide additional details in the Comments column, or backup documentation for any Yes responses. Note: <b>NA</b> indicates "Not Applicable", <b>Unk</b> indicates "Unknown"								
QUESTION		RES	SPON	ISE		COMMENTS		
		Υ	N	NA	Unk			
52	Are there any other significant issues/hazards with the property?							
53	Are there any unresolved construction defects at the property?							

Please provide EMG with any previous reports completed for the property, including equipment testing, structural assessments, mechanical assessments, plumbing assessments, sewer line scoping, roof scans, electrical testing, etc.

On the day of the site visit, provide EMG's Field Observer access to all of the available documents listed below. Provide copies if possible.

#### INFORMATION REQUIRED

- 1. All available construction documents (blueprints) for the original construction of the building or for any tenant improvement work or other recent construction work.
- 2. A site plan, preferably 8 1/2" X 11", which depicts the arrangement of buildings, roads, parking stalls, and other site features.
- 3. For commercial properties, provide a tenant list which identifies the names of each tenant, vacant tenant units, the floor area of each tenant space, and the gross and net leasable area of the building(s).
- 4. For apartment properties, provide a summary of the apartment unit types and apartment unit type quantities, including the floor area of each apartment unit as measured in square feet.
- 5. For hotel or nursing home properties, provide a summary of the room types and room type quantities.
- Copies of Certificates of Occupancy, building permits, fire or health department inspection reports, elevator inspection certificates, roof or HVAC warranties, or any other similar, relevant documents.
- 7. The names of the local utility companies which serve the property, including the water, sewer, electric, gas, and phone companies.

- 8. The company name, phone number, and contact person of all outside vendors who serve the property, such as mechanical contractors, roof contractors, fire sprinkler or fire extinguisher testing contractors, and elevator contractors.
- 9. A summary of recent (over the last 5 years) capital improvement work which describes the scope of the work and the estimated cost of the improvements. Executed contracts or proposals for improvements. Historical costs for repairs, improvements, and replacements.
- 10. Records of system & material ages (roof, MEP, paving, finishes, furnishings).
- 11. Any brochures or marketing information.
- 12. Appraisal, either current or previously prepared.
- 13. Current occupancy percentage and typical turnover rate records (for commercial and apartment properties).
- 14. Previous reports pertaining to the physical condition of property.
- 15. ADA survey and status of improvements implemented.
- 16. Current / pending litigation related to property condition.

Your timely compliance with this request is greatly appreciated.

