

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, June 18, 2019 6:00 p.m.

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

Citizen Comments:

Minutes for Correction/Approval: May 21, 2019

New Business:

- 1. PW 2019-39 Well No. 7 Generator Engineering Agreement
- 2. PW 2019-40 Elizabeth Street Water Main Improvements Engineering Agreement
- 3. PW 2019-41 Chemical Feed Systems Supply Purchase and Engineering Agreement
- 4. PW 2019-42 Blackberry Woods Phase B Completion of Improvements Status
- 5. PW 2019-43 2018 RTBR Program Request for Change in Plans and Engineer's Final Payment Estimate
- 6. PW 2019-44 Mill Road

Old Business:

- 1. PW 2018-102 East Alley Parking Lot Update
- 2. PW 2019-27 Crosswalk at Route 47 and Main Street
- 3. PW 2019-36 Material Storage Shed
- 4. PW 2019-37 Selection of Committee Liaisons Park Board Liaison

Additional Business:

2019/2020 City Council Goals – Public Works Committee			
Goal	Priority	Staff	
"Municipal Building Needs & Planning"	2	Bart Olson, Rob Fredrickson, Eric Dhuse, Rich Hart, Tim Evans & Erin Willrett	
"Road to Better Roads Funding"	3	Bart Olson, Rob Fredrickson & Eric Dhuse	
"Water Planning"	6	Eric Dhuse & Brad Sanderson	
"School Safety (Exterior & Traffic)"	8 (tie)	Eric Dhuse & Rich Hart	
"Quiet Zones"	14 (tie)	Eric Dhuse, Erin Willrett & Brad Sanderson	
"Route 47 Crossings"	19	Eric Dhuse & Brad Sanderson	

UNITED CITY OF YORKVILLE WORKSHEET

PUBLIC WORKS COMMITTEE Tuesday, June 18, 2019 6:00 PM

CITY HALL CONFERENCE ROOM

CITIZE	N COMMENTS:
 MINUT	ES FOR CORRECTION/APPROVAL:
1. Ma	y 21, 2019 Approved As presented With corrections
NEW BU	<u>USINESS</u> :
	W 2019-39 Well No. 7 Generator – Engineering Agreement Moved forward to CC Approved by Committee Bring back to Committee Informational Item Notes

2.	PW 2019-40 Elizabeth Street Water Main Improvements – Engineering Agreement Moved forward to CC Approved by Committee Bring back to Committee Informational Item Notes
3.	PW 2019-41 Chemical Feed Systems – Supply Purchase and Engineering Agreement Moved forward to CC Approved by Committee Bring back to Committee Informational Item Notes
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	W 2019-43 2018 RTBR Program – Request for Change in Plans and Engineer's Final Payment Estimate
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	Informational Item
	Notes
	
6. PV	W 2019-44 Mill Road
	Moved forward to CC
	Approved by Committee
	Bring back to Committee
	Informational Item
	Notes
LD BU	SINESS:
	
	W 2018-102 East Alley Parking Lot – Update
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	☐ Moved forward to CC
	Approved by Committee
	☐ Bring back to Committee
	☐ Informational Item
	□ Notes
3.	PW 2019-36 Material Storage Shed
	☐ Moved forward to CC
	☐ Approved by Committee
	☐ Bring back to Committee
	☐ Informational Item
	□ Notes
	PW 2019-37 Selection of Committee Liaisons – Park Board Liaison
	☐ Moved forward to CC
	Approved by Committee
	☐ Bring back to Committee
	☐ Informational Item
	□ Notes

ADDITIONAL BUSINESS:		



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

Agenda	Item	Num	ber

Minutes

Tracking Number

Agenda Item Summary Memo

	Agend	ia item Summary Wemo	
Title: Minutes of the	e Public Works Cor	mmittee – May 21, 2019	
Meeting and Date:	Public Works Con	mmittee – June 18, 2019	
Synopsis:			
Council Action Pres	viously Taken:		
Date of Action:	Ac	ction Taken:	
Item Number:			
Type of Vote Requi	red: Majority		
Council Action Req	uested: Committee	ee Approval	
Submitted by:	Minute Take	er	
·	Name	Department	
	Aş	genda Item Notes:	

DRAFT

UNITED CITY OF YORKVILLE PUBLIC WORKS COMMITTEE

Tuesday, May 21, 2019, 6:00pm Yorkville City Hall, Conference Room 800 Game Farm Road

IN ATTENDANCE:

Committee Members

Chairman Joe Plocher Alderman Ken Koch

Alderman Chris Funkhouser

Absent: Alderman Seaver Tarulis

Other City Officials

Assistant City Administrator Erin Willrett City Engineer Brad Sanderson Public Works Director Eric Dhuse Purchasing Agent Carri Parker

Other Guests: None

The meeting was called to order at 6:00pm by Chairman Joe Plocher.

Citizen Comments: None

<u>Previous Meeting Minutes</u>: April 16, 2019 The minutes were approved as presented.

New Business:

1. PW 2019-31 East Orange Street Water Main Improvements - Contract Award

Bids were taken May 13th and several were received. The low bidder, Performance Construction and Engineering of Plano, bid just over \$490,000 and was recommended by Mr. Sanderson. It was suggested to go with the base bid plus alternate 'D' on the Mill Road project. This moves to the City Council.

2. PW 2019-32 Church Street Sanitary Sewer Improvements - Contract Award

This bid was also taken on May 13 and several were received. It was recommended to award the contract to the low bidder, Performance Construction and Engineering, for a cost of \$54,350. Alderman Funkhouser questioned why the bids were higher than estimated. Mr. Sanderson said EEI's estimates should have been higher due to a smaller material quantity. This moves to the City Council.

3. PW 2019-33 Route 71 Improvements - Subordination of Surface Rights

Mr. Sanderson said this is for the last portions of Rt. 71 land acquisition and the surface rights will be given up where right-of-way was acquired. The attorneys drafted an ordinance for this action.

4. PW 2019-34 Route 47 Reconstruction from Kennedy Road in Yorkville to Cross Street in Sugar Grove – MOU (Memorandum of Understanding)

Mr. Sanderson said a document was received from IDOT regarding construction from Kennedy Rd. to Cross St. An agreement will eventually be made to include: extension of Bristol Bay Rd. to Rt. 47, Baseline bridge reconstruction (city will be responsible for maintenance) and Wrigley Way signal replacement if needed. The estimated local share is \$656,400. At this time, work is moving forward from Sugar Grove to south of Galena Rd. and the southern portion is outside of the 5 year plan. This moves to City Council for Mayoral signature.

5. PW 2019-35 Sale of Public Works Vehicles - Sealed Bid Results/Approval

No bids were received for the Public Works vehicles. Mr. Dhuse said they need significant repairs and have sat for 2-3 years. The committee recommended they go to a wholesaler since they have very little value.

6. PW 2019-36 Material Storage Shed

Mr. Dhuse said he is seeking permission to move forward with an RFP for a cost estimate for a new shed since the other one collapsed. Alderman Koch asked if there was money in the budget. In the building assessment project, this shed was not going to be replaced due to the poor condition and no money was budgeted.

The 2015 preliminary plans will be used with minimal upgrades. Chairman Plocher asked if the structure would be big enough for expansion. Mr. Dhuse said it would not and a much larger building would be needed to keep the salt dry. He hopes it will be built by November and said it needs to be in a central location for storage of salt, sand, mulch, etc. If not kept dry, the materials will not spread well. The committee agreed to move this project forward for a verbal update in June and bids in July.

7. PW 2019-37 Selection of Committee Liaisons

After brief discussion it was decided that Alderman Plocher would remain as YBSD liaison and Aldermen Frieders will be liaison for the Park Board. Alderman Koch attends the Park Board meetings as well.

8. PW 2019-38 Meeting Dates

The committee was OK with the proposed meeting dates and time.

Old Business:

1. PW 2018-102 East Alley Parking Lot - Update

There is no update at this time and Mr. Dhuse added that no contact has been made with Imperial Investments as of yet.

2. PW 2019-27 Crosswalk at Route 47 and Main Street

At a previous meeting the committee asked Mr. Sanderson to look at options of retaining or removal of the crosswalk and the costs of both. Removal would cost \$30,000-\$40,000 and adding pedestrian beacons on a mast arm would be \$60,000 to \$76,000. A third option to build a pedestrian bridge would cost about \$1 million. Committee members liked the option of the beacons, saying the appearance of a red light would stop the traffic. The light cycle would provide for a flashing yellow, a countdown timer and then a stop after a button was pushed. Chairman Plocher noted that he gets calls regarding the crosswalk and said that 2 people have been hit. He expressed reservations about city liability since the

original recommendation was to <u>not</u> install a crosswalk at that location. The committee agreed that the #2 option would reduce liability. Mr. Sanderson will contact IDOT to ascertain if option #2 can be permitted and this matter will come back to committee.

3. PW 2019-28 Plow Trucks - Status

In a previous meeting, Mr. Dhuse was asked to evaluate truck needs and spec the cost. The estimated cost is \$201,000 for stainless steel components to last 10+ years. Mr. Dhuse added that the trucks would have re-sale value as well. It was noted the trucks were not budgeted. Many trucks failed during the past winter and committee members agreed they were needed and have been defrayed for 12 years. Rob Fredrickson did a replacement schedule a few years ago and nearly all the trucks need to be replaced now. The trucks would not be delivered until next May if ordered now. Director Dhuse will compile a list of all vehicles and equipment needs and send to Mr. Olson and Ms. Willrett.

4. PW 2019-29 Water Department Superintendent/Foreman – Personnel Recruitment Update
Ms. Willrett recapped the recruitment efforts thus far. Mr. Dhuse did an analysis of salaries of nearby
municipalities and staff has suggested recruiting again at a new salary range of \$87,000 to \$118,000.
It was noted that any applicants must have a class B water license. A contracted person is now being
used in this position. The committee discussed the salary and the proposed combined position of
Superintendent and Foreman. Mr. Dhuse said the position is in high demand and is right for the city
needs.

Additional Business:

Alderman Koch said landscaping is needed by the new sidewalk near Heritage Woods. He also noted a past water issue on Adrian St at a house under repair. Mr. Dhuse said the owner there dug a trench which has helped the problem, however, it still needs to be captured. Mr. Dhuse will speak with the homeowner.

There was no further business and the meeting was adjourned at 6:50pm.

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	

Agenda Item Number	
New Business #1	
Tracking Number	
PW 2019-39	

Agenda Item Summary Memo

Title: Well No. 7 Generator – Engineering Agreement			
Meeting and Date: Public Works Committee – June 18, 2019			
Synopsis: Proposed engineering agreement for the Well No. 7 Generator.			
		_	
Council Action Previously Taken:			
Date of Action:	Action T	aken:	
Item Number:			
Type of Vote Requir	red: Positive		
Council Action Requested: Approval			
	-		
Submitted by:		Public Works	
	Name	Department	
Agenda Item Notes:			



Memorandum

To: Public Works Committee

From: Eric Dhuse, Director of Public Works

CC: Bart Olson, Administrator

Date: June 11, 2019 Subject: Well 7 Generator

Summary

Consideration of an engineering agreement for design and construction services for a backup generator for our well and treatment plant located in the Raintree Village subdivision.

Background

At the time of construction in the early 2000's, it was decided not to install a backup generator at the well 7 site due to cost constraints. It was thought that we would budget for it in one of the upcoming years because development was still strong, and we would be able to afford it. During these years, we always seemed to have more pressing issues than putting in a backup generator such as emergency well repairs and replacement of water mains that were close to 100 years old.

Fast forward to 2007 when we realized that the development was drying up as was our budget. At that time, a backup generator was moved down the priority list to free up budgetary funds for essential needs only.

Now, in 2019, it is time to install the generator. With this installation we will be able to move water throughout the entire system even if the power is out. We currently have a generator at the Grande Reserve water treatment plant that can move water from there to the river but getting it to the far south side of town is difficult. If the power is out on the north side for an extended period of time, we have no effective way of moving water from the south to the north. If this generator is approved and installed, we will be able to move water throughout the system as needed.

Recommendation

It is my recommendation to approve the contract with EEI in the amount of \$39,742.00 for design and construction engineering. Currently, there is \$400,000 budgeted in the Equipment line item of the water budget to pay for this entire project.

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

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 addition of a new standby generator, ATS, and associated electrical improvements at the Well No. 7 Water Treatment Plant, including IEPA Construction Permit coordination. The scope of the improvements is such that an IEPA Construction Permit shall be required. 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. The total amount to be paid for the work and services to be performed herein, including Design Engineering, Construction Engineering, and Direct Expenses, shall be \$39,742.00 as identified on Exhibit 3. The hourly rates for this project are shown in the attached 2019 Standard Schedule of Charges (Exhibit 5). 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: \underline{x} 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

Deputy City Clerk

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: 2019 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 Engineering Enterprises, Inc. United City of Yorkville 52 Wheeler Road 800 Game Farm Road Sugar Grove Illinois 60554 Yorkville, IL 60560 Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices. Agreed to this day of , 2019. Engineering Enterprises, Inc.: United City of Yorkville: John Purcell Brad Sanderson, P.E. Vice President Mayor Lisa Pickering 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 Well No. 7 Water Treatment Plant Standby Generator" dated May 3, 2019.

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 5: Standard Schedule of Charges dated January 1, 2019. 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 Well No. 7 Water Treatment Plant Standby Generator" dated May 3, 2019.

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 Twelve Thousand Three Hundred Ten Dollars Fixed Fee (FF) (\$12,310.00 FF) as summarized on Exhibit 3: "Estimate of Level of Effort and Associated Cost for Professional Engineering Services for Well No. 7 Water Treatment Standby Generator" dated May 3, 2019.
 - (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 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 observation (including the Resident Construction Observer), and any additional consultation services on the basis of Hourly Rates (HR) as described on the attached Exhibit 5: Standard Schedule of Charges dated January 1, 2019. The estimated values are included in Exhibit 3: "Estimate of Level of Effort and Associated Cost for Professional Engineering Services for Well No. 7 Water Treatment Plant Standby Generator" dated May 3, 2019 and are estimated at Nine Thousand Seven Hundred Thirty-Two Dollars Hourly (HR) (\$9,732.00 HR).
 - (a) The compensation for the construction administration, 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 in the amount of Seventeen Thousand Seven Hundred Dollars (\$17,700.00) as identified in the contract and as noted on Exhibit 3: "Estimate of Level of Effort and Associated Cost for Professional Engineering Services for Well No. 7 Water Treatment Standby Generator" dated May 3, 2019, 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.
- 18. Assistance with obtaining local or regulatory construction permits.

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:

- (1) Receive and record date of receipt of Shop Drawings and samples.
- (2) 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.

(3) 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.

(l) 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.



DATE: 4/30/2019 ENTERED BY: STD

EXHIBIT 3 SUMMARY OF COMPENSATION FOR PROFESSIONAL ENGINEERING SERVICES FOR

Well No. 7 Water Treatment Plant Standby Generator

United City of Yorkville, IL April 30, 2019

		ENTITY:		ENGINEERING		DRAI	TING	ADMIN.	WORK	
			PRINCIPAL	SENIOR					ITEM	COST
WORK		PROJECT ROLE:	IN	PROJECT	PROJECT	CAD	SENIOR		HOUR	PER
ITEM			CHARGE	MANAGER	ENG.	MANAGER	TECHNICIAN	ADMIN.	SUMM.	ITEM
NO.	WORK ITEM	HOURLY RATE:	\$203	\$197	\$141	\$178	\$141	\$70		
DESIGN	ENGINEERING									
1.1	Project Administration		1	2					3	\$ 597
1.2	1.2 Design and Project Manual Preparation			8	24		16	2	50	\$ 7,356
1.3	1.3 IEPA Construction Permit Coordination			4	6			1	11	\$ 1,704
1.4 Bidding & Contracting			1	6	8			2	17	\$ 2,653
	Design Engir	neering Subtotal:	2	20	38	-	16	5	81	\$ 12,310
CONSTR	UCTION ENGINEERING									
2.1	Project Administration		1	2					3	\$ 597
2.2	Construction Administration	n	1	10	16			2	29	\$ 4,569
2.3	2.3 Construction Observation			6	24				30	\$ 4,566
	Construction Engir	neering Subtotal:	2	18	40	-	-	2	62	\$ 9,732
		PROJECT TOTAL:	4	38	78	-	16	7	143	22,042

DIRECT EXPENSES	
Printing (Design) =	\$ 50
Vehicle (Construction) =	\$ 150
Electrical Engineering - Archer (Design) =	\$ 12,500
Electrical Engineering - Archer (Construction) =	\$ 5,000
DIRECT EXPENSES =	\$ 17,700

LABOR SUMMARY	
Engineering Expenses =	\$ 19,296
Surveying Expenses =	\$ -
Drafting Expenses =	\$ 2,256
Administrative Expenses =	\$ 490
TOTAL LABOR EXPENSES =	\$ 22,042

TOTAL EXPENSES =

Notes:

⁻ Does Not Include IEPA Operating Permit Coordination or Local Building Permit Coordination



EXHIBIT 4: ANTICIPATED PROJECT SCHEDULE

Well No. 7 Water Treatment Plant Standby Generator United City of Yorkville, IL

WORK		Year:		2019																																										
ITEM		Month:		Ma	у		Jui	ne			Ju	ly			Augı	ıst		Sep	otem	ber		Octo	ober		Nov	emb	er	[Dece	mber		,	Janu	ary		Fe	brua	ry		Ma	arch			Α	pril	
NO.	WORK ITEM	Week Starting:	6	13	20 27	7 3	10	17 2	24	1 8	B 15	5 22	2 29	5	12	19 26	2	9	16	23 3	0 7	14	21	28	4 11	18	25	2	9 1	6 23	30	6	13	20 2	27 :	3 1	0 17	24	2	9	16 2	23 30	0 6	13	3 20	27
1.1	Design and Project Manual Pro	eparation																																												
1.2	IEPA Construction Permit Coo	rdination																																												
1.3	Bidding & Contracting																																													
2.0	Construction*																																													

\Milkyway\EEI_Storage\Docs\Public\Yorkville\2019\YO1912-P Well No. 7 WTP Standby Generator\PSA\[Exhibit 4 - Schedule.xls]Schedule 5-3-19

^{*}Construction Duration from Notice to Proceed Until Completion Expected to be ~6 Months.

Legend	
Design Work Item(s)	Bidding & Contracting Work Item(s)
Permit Work Item(s)	Construction Work Item(s)





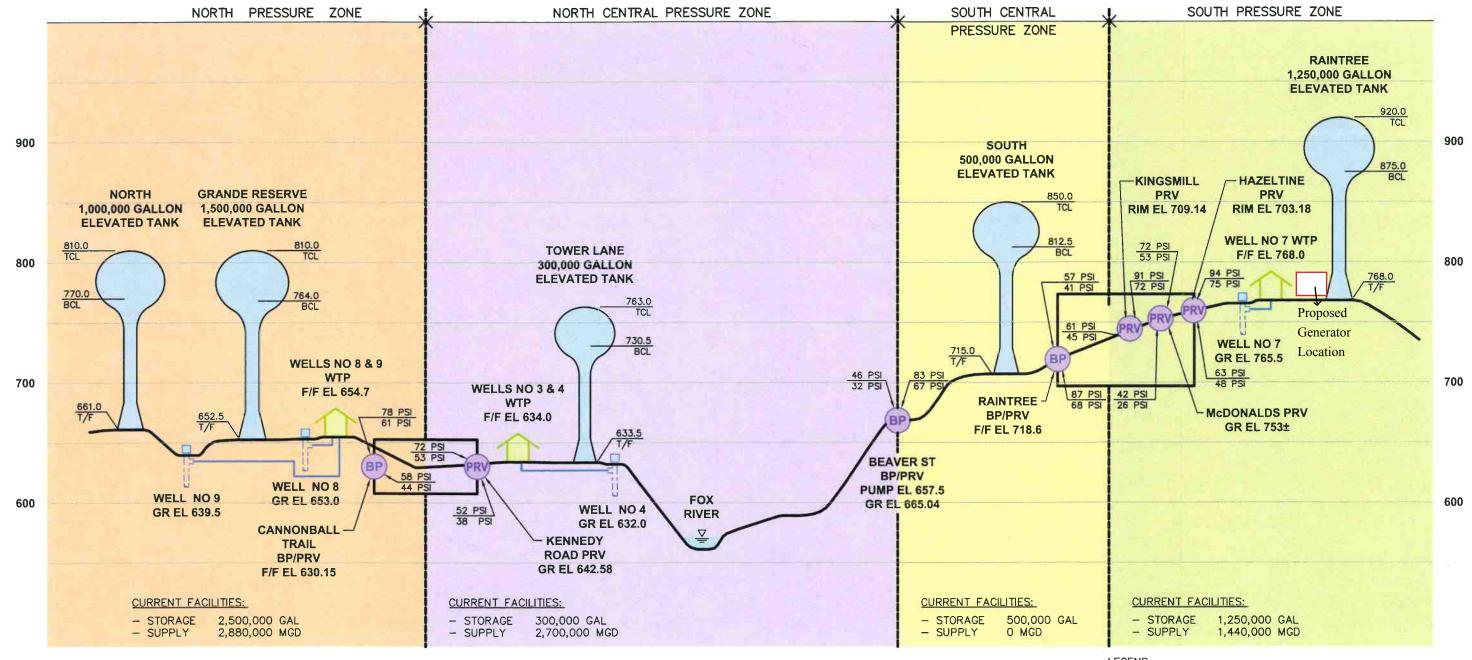
January 1, 2019

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$208.00
Principal	E-3	\$203.00
Senior Project Manager	E-2	\$197.00
Project Manager	E-1	\$178.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$165.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$153.00
Project Engineer/Planner/Surveyor	P-4	\$141.00
Senior Engineer/Planner/Surveyor	P-3	\$129.00
Engineer/Planner/Surveyor	P-2	\$117.00
Associate Engineer/Planner/Surveyor	P-1	\$106.00
Senior Project Technician II	T-6	\$153.00
Senior Project Technician I	T-5	\$141.00
Project Technician	T-4	\$129.00
Senior Technician	T-3	\$117.00
Technician	T-2	\$106.00
Associate Technician	T-1	\$ 93.00
Engineering/Land Surveying Intern	I-1	\$ 84.00
GIS Technician	G-1	\$ 75.00
Administrative Assistant	A-3	\$ 70.00
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 Reimbursable Direct Costs & Services by Others	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color) Cost + 10%	\$168.00 \$262.00 \$208.00 \$302.00 \$15.00

^{*}RTS = Robotic Total Station / GPS = Global Positioning System

EXISTING WATER WORKS SYSTEM HYDRAULIC PROFILE

UNITED CITY OF YORKVILLE **KENDALL COUNTY, ILLINOIS**





Engineering Enterprises, Inc.

Consulting Engineers 52 Wheeler Road Sugar Grove, Illinois 60554 630.466.6700 / www.eeiweb.com

LEGEND:

BCL BOTTOM CAPACITY LINE

BP/PRV BOOSTER PUMP/PRESSURE REDUCING VALVE STATION EL

ELEVATION

F/F FINISHED FLOOR

GAL **GALLONS** GR

GROUND

MGD MILLION GALLONS PER DAY PSI POUNDS PER SQUARE INCH

TOP OF FOUNDATION T/F

TCL TOP CAPACITY LINE

WATER TREATMENT PLANT



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

Agenda Item Number	
New Business #2	
Tracking Number	-
PW 2019-40	

Agenda Item Summary Memo

Title: Elizabeth St.	water main improvement -	Design engineering agreement
Meeting and Date:	Public Works Committee	e – June 18, 2019
Synopsis: Proposed	engineering agreement fo	r the design of replacing the water main on
Elizabet	h St.	
Council Action Pre	viously Taken:	
Date of Action:	Action Ta	ken:
Item Number:		
Type of Vote Requi	red: Positive	
Council Action Req	uested: Approval	
Submitted by:		Public Works
	Name	Department
	Agenda	Item Notes:



Memorandum

To: Public Works Committee

From: Eric Dhuse, Director of Public Works

CC: Bart Olson, Administrator

Date: June 11, 2019

Subject: Elizabeth St. water main improvements engineering agreement

Summary

Proposal for design engineering for replacement water main on Elizabeth St.

Background

In an ongoing effort to replace all aging or undersized water main throughout the city, Elizabeth Street water main is a prime candidate. This water main is a 4" cast iron water main that was installed in the 1950's as part of the subdivision. This water main is past its useful life and severely undersized by today's standards. We would replace this 4" main with a new ductile iron 8" water main to provide better flow and fire protection. In addition, we would replace all water services to the B-box with new, 1" services. I have attached a map for your reference.

Recommendation

I recommend approving the design engineering contract in an amount not to exceed \$34,750. This item is budgeted in the water fund under engineering services. I would ask that this be placed on the June 18, 2019 public works committee agenda for discussion. If you have any questions or need further information, please let me know.

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 1,555 linear feet of 8-inch water main improvements on Elizabeth Street (see Exhibit 4 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 2. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$34,000. Direct expenses are estimated at \$750. The hourly rates for this project are shown in the attached 2019 Standard Schedule of Charges (Exhibit 5). 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 <u>Not for Profit Corporation</u> Trust or Estate <u>Medical and Health Care Services Provider Corp.</u>

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:

Professional Engineering Services Exhibit 1:

Estimate of Level of Effort and Associated Cost Exhibit 2:

Anticipated Project Schedule Exhibit 3:

Exhibit 4: Location Map

City Clerk

2019 Standard Schedule of Charges Exhibit 5:

L. Notices:

All notices required to be given under the addressed to the parties as follows:	he terms of this agreement shall be given mail,
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 w persons in connection with required notic	riting from time to time substitute addresses or es.
Agreed to thisday of	, 2019.
United City of Yorkville:	Engineering Enterprises, Inc.:
John Purcell Mayor	Brad Sanderson, P.E. Vice President
Beth Warren	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 3: "Anticipated Project Schedule – Elizabeth Street Water Main Replacement" dated April 25, 2019.

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 Elizabeth Street Water Main Replacement" dated April 25, 2019.

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 \$34,000 Fixed Fee as summarized on Exhibit 2: "Estimate of Level of Effort and Associated Cost for Professional Engineering Services for Elizabeth Street Water Main Replacement" dated April 26, 2019.
 - (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, 2019. The estimated values are included in Exhibit 3: "Estimate of Level of Effort and Associated Cost for Professional Engineering Services for Elizabeth Street Water Main Replacement" dated April 26, 2019 and are estimated at \$XXXXX 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 2 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 ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR PROFESSIONAL ENGINEERING SERVICES FOR

PROFESSIONAL ENGINEERING SERVICES FOR ELIZABETH STREET WATER MAIN REPLACEMENT United City of Yorkville, IL April 26, 2019

		ENTITY:		ENGIN	EERING			SURVEYING		DRA	AFTING	ADMIN.	WORK		
			PRINCIPAL	SENIOR	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	MANAGER	TECHNICIAN II	MANAGER	TECHNICIAN I	ADMIN.	SUMM.	ITEM	
NO.	WORK ITEM	HOURLY RATE:	\$203	\$197	\$165	\$141	\$197	\$178	\$153	\$145	\$141	\$70			
FINAL E	NGINEERING														
2.1	Project Management and Administration		2	8	2	-	-	-	-	-	•	-	12	\$ 2	2,312
2.2	Project Meetings		1	2	4	-	-	-	-	-	-	-	7	\$ 1.	1,257
2.3	Topographic Survey		-	-	-	-	12	23	-	-	-	-	35	\$ 6	5,458
2.4	Utility Coordination		-	-	2	2	-		-	-	-	-	4	\$	612
2.5	Final Plans, Specifications and Estimates		8	6	50	15	-	-	-	10	30	-	119	\$ 18.	3,851
2.6	Permitting		-	-	2	2	-	-	-	-	-	-	4	\$	612
2.7	Bidding and Contracting		-	4	9	3	-	-	-	-	-	7	23		3,186
		Final Engineering Subtotal:	11	20	69	22	12	23	-	10	30	7	204	\$ 33,	,288
		PRO IECT TOTAL ·	11	20	60	22	12	23		10	30	7	204	22	288

DIRECT EXPENS	ES	
Printing =	\$	250
Mileage =	\$	-
Material Testing =	\$	-
Environmental Assessment =	\$	500
DIRECT EXPENSES =	\$	750
DIRECT EXPENSES =	ş	/30

LABOR SUMMARY	
Engineering Expenses =	\$ 20,660
Surveying Expenses =	\$ 6,458
Drafting Expenses =	\$ 5,680
Administrative Expenses =	\$ 490
TOTAL LABOR EXPENSES =	\$ 33,288

TOTAL EXPENSES =	\$ 34,038	

G:\Public\Yorkville\2019\YO1913-P Elizabeth Street Water Main Improvements\PSAIDesign\(0.2.Exhibit 2 - Level of Effortx\ssx|Fee Summary - No CO



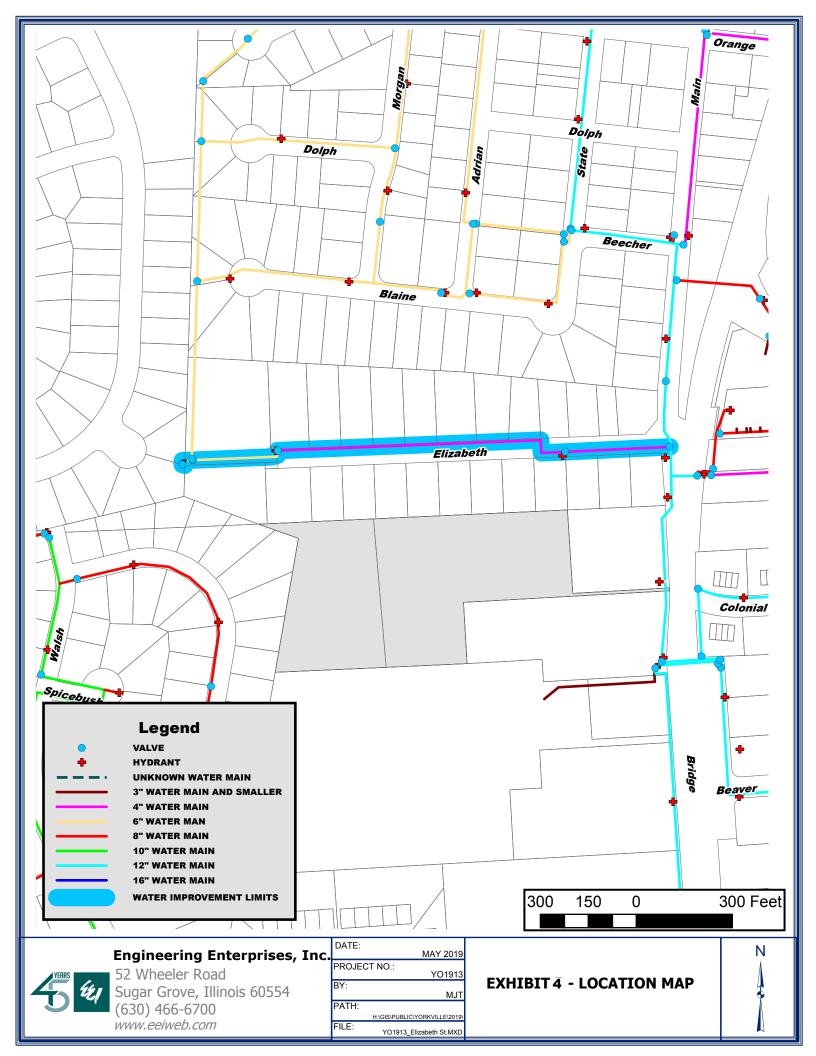
EXHIBIT 3

ANTICIPATED PROJECT SCHEDULE

ELIZABETH STREET WATER MAIN REPLACEMENT UNITED CITY OF YORKVILLE, IL April 25, 2019

WORK		Year:				2019														2020														
ITEM		Month:		July			Augu	st		Septe	ember		Oct	ber		Nov	/embe	r	De	cemb	er		Janu	ary		Fe	bruar	у		March			A	pril
NO.	WORK ITEM	Week Starting:	1 2	2 3	3 4	1	2	3 4	4	1 2	3	4	1 2	3	4	1 2	3	4	1 :	2 3	4	1	2	3	4	1 :	2 3	4	1	2 3	4	1 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																																	

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





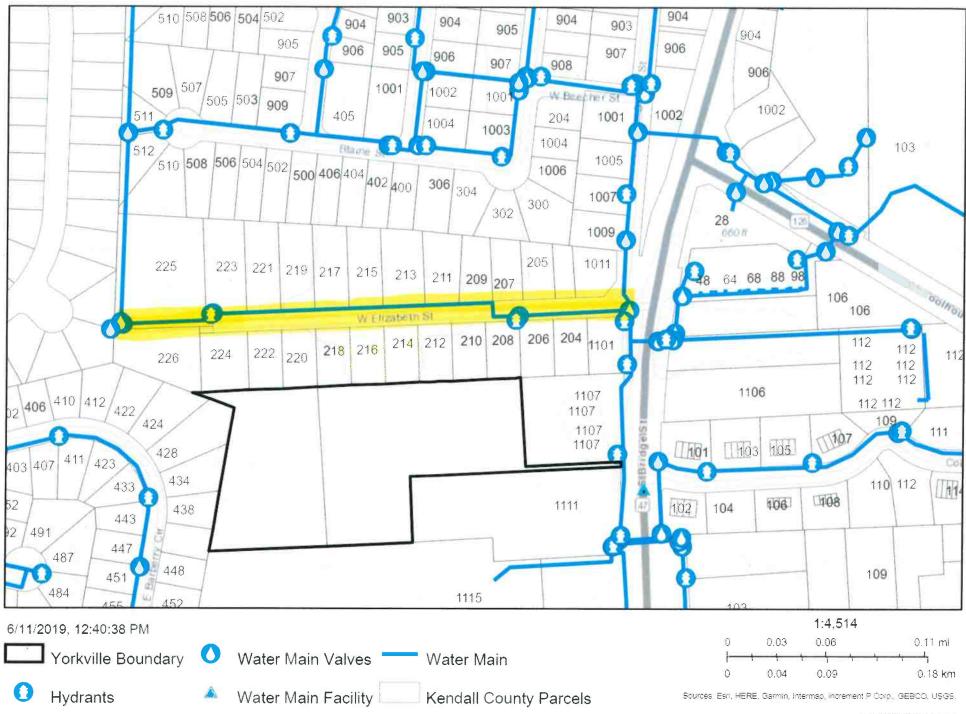
Standard Schedule of Charges

January 1, 2019

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$208.00
Principal	E-3	\$203.00
Senior Project Manager	E-2	\$197.00
Project Manager	E-1	\$178.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$165.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$153.00
Project Engineer/Planner/Surveyor	P-4	\$141.00
Senior Engineer/Planner/Surveyor	P-3	\$129.00
Engineer/Planner/Surveyor	P-2	\$117.00
Associate Engineer/Planner/Surveyor	P-1	\$106.00
Senior Project Technician II	T-6	\$153.00
Senior Project Technician I	T-5	\$141.00
Project Technician	T-4	\$129.00
Senior Technician	T-3	\$117.00
Technician	T-2	\$106.00
Associate Technician	T-1	\$ 93.00
Engineering/Land Surveying Intern	I-1	\$ 84.00
GIS Technician	G-1	\$ 75.00
Administrative Assistant	A-3	\$ 70.00
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 *		\$168.00 \$262.00 \$208.00
2 Man Field Crew with RTS or GPS * Vehicle for Construction Observation		\$302.00 \$15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)	·
Reimbursable Direct Costs & Services by Others	Cost + 10%	

^{*}RTS = Robotic Total Station / GPS = Global Positioning System

ArcGIS Web Map



Web AppBuilder for ArcGIS Esri, HERE, Garmin, INCREMENT P. USGIS, EPA, USDA I



Reviewed By:	
Legal Finance Engineer City Administrator Human Resources Community Development Police Public Works	
Parks and Recreation	1 1 1

Agenda Item Number
New Business #3
Tracking Number

PW 2019-41

Agenda Item Summary Memo

Title: Chemical fee	d system – supply pur	chase and engineering agreement				
Meeting and Date: Public Works Committee – June 18, 2019						
Synopsis: Proposal for engineering agreement and purchase of chemical feed system for water						
Quality.						
Council Action Pre						
Date of Action:	Actio	on Taken:				
Item Number:						
Type of Vote Requi	red: Positive					
Council Action Req	uested: Approval					
	E : DI	D 11: W/ 1				
Submitted by:	Name	Public Works Department				
	Age	enda Item Notes:				



Memorandum

To: Public Works Committee

From: Eric Dhuse, Director of Public Works

CC: Bart Olson, Administrator

Date: June 12, 2019

Subject: Chemical addition at treatment plants

Summary

A request to move forward with an engineering contract for design and purchase of chemicals for all of our treatment plants to add Ore-cle which is a chemical that helps in balancing the ammonia, ammonium and chlorine in our water.

Background

With over 120 miles of water mains in our system, it is always a challenge to keep our water fresh and safe for consumers. To assist in accomplishing this task, we must keep certain chlorine residuals in our water system at all times. In areas where there is little use and large water main, this proves to be a challenge. We flush many dead ends and low use areas routinely to ensure fresh, chlorinated water to our residents that live in these areas. When we do this, we find that the areas closest to the water treatment plants can experience a higher chlorine level which affects taste and odor of the water. In an effort to balance this and provide quality water to all consumers, it was decided to see if there was something out there that would help us balance the chemicals used, time spent, and improve the taste of our water.

Working with Water Solutions Unlimited and EEI, we have chosen to feed a chemical called Ore-Cle. Due to the very technical nature of this process, I asked Jeff Freeman to break it down to a simple form that I could understand. Please find below his brief synopsis of what we are trying to accomplish.

Due to the fact that our water distribution system extends across a large area, and in some cases there is limited water use on the way to some areas, it can be a challenge to meet the required chlorine residuals throughout all areas of our distribution system. In addition, the State currently is considering increasing the levels of chlorine residual required throughout the system. One method of improving the chlorine residual throughout the system is to inject the Ora-Cle chemical at each of our water treatment plants. Ora-Cle is primarily a mixture of ortho and polyphosphates. Ora-Cle is generally used to remove materials that have deposited within the system (i.e. iron). By removing those deposits, which often have a chlorine demand, the residual chlorine within the water is not as easily reduced. Therefore, the water within the distribution system will be able to maintain the required residual.

Our plan is to inject the Ora-Cle product in anticipation of hydrant flushing. The Ora-Cle injection, along with hydrant flushing, will maximize the removal of the small particles within the system. During the process, there could be an increase in red water, however we will work to optimize the dose to minimize water quality complaints. Please note this is a widely used product in Northeastern Illinois. It has been utilized by many other communities, with success, to achieve the same purpose that we are planning to use it for.

I have also asked Jeff to attend the meeting to discuss the process in further detail and answer any questions the committee may have.

Recommendation

I recommend approving the PSA with EEI and approve the purchase of the equipment and chemicals to implement this plan. There is currently \$33,000 budgeted for engineering and equipment purchases in the water department operations budget under engineering services and treatment facility supplies. I would ask that this be placed on the June 18, 2019 Public Works Committee agenda for discussion. If you have any questions or need further information, please let me know.

Ora-Cle Chemical Feed Systems Additions at Water Treatment Plants 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 the addition of Ora-Cle Chemical Feed Systems at their Well No. 4 Water Treatment Plant, Well No. 7 Water Treatment Plant, and Wells No. 8 & 9 Water Treatment Plant. Scope includes preparation of calculations, exhibits, and completion of permit application forms, such that IEPA Construction Permits shall be acquired for each of the three facilities. Scope does not include design engineering services for the purpose of bidding the project, or for construction engineering services. 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 \$8,774.00. The hourly rates for additional services for this project are shown in the attached 2019 Standard Schedule of Charges (Exhibit 5). 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: Estimate of Level of Effort and Associated Cost

Exhibit 3: Anticipated Project Schedule

Deputy City Clerk

Exhibit 4: 2019 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 writin persons in connection with required notices.	g from time to time substitute addresses or
Agreed to thisday of	, 2019.
United City of Yorkville:	Engineering Enterprises, Inc.:
John Purcell Mayor	Brad Sanderson, P.E. Vice President
Lisa Pickering	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 Ora-Cle Chemical Feed Systems Additions at Water Treatment Plants" dated March 15, 2019.

SECTION B - PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES

Section Not Used – No Construction Engineering Services in Scope of Project

SECTION C – COMPENSATION FOR ENGINEERING SERVICES

- 1. The OWNER shall compensate the ENGINEER for professional design engineering services in the amount of Eight Thousand Seven Hundred Seventy-Four Dollars Fixed Fee (FF) (\$8,774.00 FF) as summarized on Exhibit 3: "Estimate of Level of Effort and Associated Cost for Professional Engineering Services for Ora-Cle Chemical Feed Systems Additions at Water Treatment Plants" dated March 15, 2019.
 - (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 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 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.
- 3. 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.
- 18. Assistance with obtaining local or regulatory construction permits, outside of IEPA Construction Permits.
- 19. Design Engineering Services for the purpose of bidding the project, including a Project Manual with Contract Documents, General Conditions, Special Conditions, and Technical Specifications.
- 20. Assistance with bidding and contracting.
- 21. Construction Engineering Services, including construction administration and inspection services.

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.



DATE: 3/15/2019 ENTERED BY: STD

EXHIBIT 2 SUMMARY OF COMPENSATION FOR PROFESSIONAL ENGINEERING SERVICES FOR

Ora-Cle Chemical Feed System Additions at Water Treatment Plants

United City of Yorkville, IL March 15, 2019

		ENTITY:		ENGINEERING		DRAI	FTING	ADMIN.	WORK		
			PRINCIPAL	SENIOR					ITEM	(COST
WORK		PROJECT ROLE:	IN	PROJECT	PROJECT	CAD	SENIOR		HOUR		PER
ITEM			CHARGE	MANAGER	ENG	MANAGER	TECHNICIAN	ADMIN.	SUMM.	ı	TEM
NO.	WORK ITEM	HOURLY RATE:	\$203	\$197	\$141	\$178	\$141	\$70			
DESIGN	ENGINEERING										
1.1	Project Administration		1	2					3	\$	597
1.2	Prepare Calculations and Exhibits for P	ermit Applications		8	16		12		36	\$	5,524
1.3	Permit Application Submittals and Coor	dination with IEPA/City	1	6	8			2	17	\$	2,653
	Desig	gn Engineering Subtotal:	2	16	24	-	12	2	56	\$	8,774
		PROJECT TOTAL:	2	16	24		12	2	56		8,774

DIRECT EXPENSES	
	\$ -
	\$ -
	\$
	\$ -
DIRECT EXPENSES =	\$ -

LABOR SUMMARY	
Engineering Expenses =	\$ 6,942
Surveying Expenses =	\$ -
Drafting Expenses =	\$ 1,692
Administrative Expenses =	\$ 140
TOTAL LABOR EXPENSES =	\$ 8,774

TOTAL EXPENSES =	\$	8,774
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EXHIBIT 3: ANTICIPATED PROJECT SCHEDULE Ora-Cle Chemical Feed Systems Additions at Water Treatment Plants

United City of Yorkville,

IL

WORK		Year:	2019																
ITEM		Month: March April		Month: March April May			May					Ju	ne						
NO.	WORK ITEM	Week Starting:	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24
1.1	Project Administration																		
1.2	Prepare Calculations and Exhibits for Permit Ap	plications																	
1.3	Permit Application Submittals and Coordination	with IEPA/City																	

\\Milkyway\EEI_Storage\Docs\Public\Yorkville\2019\YO1910-Ora-Cle Permitting-Water Treatment Plants\PSA\[Exhibit 3 - Schedule.xls]Schedule 03-15-19

*IEPA Construction Permits Expected 45-60 Days After Receipt by IEPA

Legend
Administrative Work Items
Design and Permitting Work Items





January 1, 2019

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$208.00
Principal	E-3	\$203.00
Senior Project Manager	E-2	\$197.00
Project Manager	E-1	\$178.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$165.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$153.00
Project Engineer/Planner/Surveyor	P-4	\$141.00
Senior Engineer/Planner/Surveyor	P-3	\$129.00
Engineer/Planner/Surveyor	P-2	\$117.00
Associate Engineer/Planner/Surveyor	P-1	\$106.00
Senior Project Technician II	T-6	\$153.00
Senior Project Technician I	T-5	\$141.00
Project Technician	T-4	\$129.00
Senior Technician	T-3	\$117.00
Technician	T-2	\$106.00
Associate Technician	T-1	\$ 93.00
Engineering/Land Surveying Intern	I-1	\$ 84.00
GIS Technician	G-1	\$ 75.00
Administrative Assistant	A-3	\$ 70.00
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 Reimbursable Direct Costs & Services by Others	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color) Cost + 10%	\$168.00 \$262.00 \$208.00 \$302.00 \$15.00

^{*}RTS = Robotic Total Station / GPS = Global Positioning System



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

	_		
Agenda	Item	Num	ibei

New Business #4

Tracking Number

PW 2019-42

Agenda Item Summary Memo

Title: Blackberry V	Woods (Phase B) – Develop	oment Status	
Meeting and Date:	Public Works Committee	– June 18, 2019	
Synopsis: Update			
Council Action Pre	viously Taken:		
Date of Action:	Action Ta	ken:	
Item Number:			
Type of Vote Requ	ired:		
Council Action Requested:			
Submitted by:	Brad Sanderson	Engineering	
	Name	Department	
Agenda Item Notes:			



Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

Lisa Pickering, Deputy City Clerk

Date: June 12, 2019

Subject: Blackberry Woods (Phase B)

This memo is to provide an update as to the status of the completion of the improvements for the Blackberry Woods (Phase B) development.

If you may recall, the City and the developer entered into an agreement (attached) on March 26th regarding completing the remaining work items. All work was to be completed by June 1st. There was also to be a new letter of credit established.

As of the date of this memo, all work has not been completed and the new letter of credit has not been provided. It is our understanding that the letter of credit is to be issued soon. The remaining work items are shown on the attached letter.

A verbal update will be provided at the meeting if additional items would happen to be completed.





June 12, 2019

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

Re: Blackberry Woods (Phase B)

United City of Yorkville Kendall County, Illinois

Krysti:

A representative from Engineering Enterprises, Inc. performed an onsite punch list inspection for the above referenced project and noted the following:

General

- 1. Updated record drawings shall be submitted for review.
 - As-built dimensions of each water service b-box shall be shown on the plans
 - As-built dimensions of each sanitary service shall be shown on the plans
 - As-built locations of each street light and the electric lines to the service box shall be shown on the plans
 - A certification, signed by an Illinois Licensed Professional Engineer, shall be placed on the plans. Please see the attached Record Drawing Requirements for the United City of Yorkville for an example.
- All construction debris should be removed from the site.

Storm Sewer

- 3. We have reviewed the televising video of the existing storm and sanitary sewer dated February 2017 as prepared by Cam-Vac. The following comments should be addressed and repaired.
 - Pipe segment 113 to 112 has two misaligned storm sump taps located 57.4' and 56.1' from the upstream manhole.
 - Pipe segment 139 to 136 has a misaligned storm sump tap located 47.8' from the upstream manhole.
 - Pipe segment 125 to 106 has debris in the storm sump tap located 59.3' from the upstream manhole.
 - Pipe segment 126 to 105 has debris in the storm sump tap located 41.7' from the upstream manhole.

Ms. Krysti Barksdale-Noble June 12, 2019 Page 2

The developer should contact our office to review the methods of repair prior to completing the work.

Roadway

- 4. A 48 hour burn test of the street lights should be completed prior to acceptance.
- 5. The sidewalk at Carly Drive and Purcell Street should be backfilled with topsoil and topped with seed, fertilizer and hydraulic mulch.
- 6. The remaining fifty (50') feet of Purcell Drive, west of Carly Circle, shall be completed.
- 7. All areas damaged due to punch list work shall be backfilled with topsoil and topped with seed, fertilizer and hydraulic mulch.
- 8. Sidewalk should be completed for all undeveloped lots throughout the Phase per plan.

Landscaping

9. Parkway trees in front of undeveloped lots should be installed at 50-foot intervals per the landscape plan.

The contractor shall contact us once the items have been completed for a re-inspection. If you have any questions or require any additional information, please contact our office.

Very truly yours,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.

Vice President

BPS/nls

pc: Mr. Bart Olson, City Administrator (Via e-mail)

Ms. Erin Willrett, Assistant City Administrator (Via e-mail)

Mr. Eric Dhuse, Director of Public Works (Via e-mail)

Ms. Lisa Pickering, City Clerk (Via e-mail)

Ms. Kathy Field-Orr, City Attorney (Via e-mail)

Mr. Aladdin Nassar, Meadowbrook Builders (Via e-mail)

JAM, NLS - EEI (Via e-mail)

Resolution No. 2019-12

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING SETTLEMENT AGREEMENT RELATING TO THE COMPLETION OF PUBLIC IMPROVEMENTS FOR THE BLACKBERRY WOODS SUBDIVISION

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

WHEREAS, Meadowbrook Builders, LLC, an Illinois limited liability company (the "Developer") is constructing a residential subdivision known as the Blackberry Woods Subdivision; and,

WHEREAS, pursuant to the Subdivision Control Ordinance of the City, First Community Bank, now known as Busey Bank, issued letters of credit #159 and #222 (the "Letters of Credit") securing the completion of the Blackberry Woods Subdivision; and,

WHEREAS, a dispute between the City and Developer has arisen as a result of the City calling the Letters of Credit due to the Developer's failure to complete certain items as required by its Subdivision Control Ordinance (the "*Dispute*"); and,

WHEREAS, the Developer and City have negotiated the terms of a settlement agreement which provides for the release of letter of credit #159 and the replacement of letter of credit #222 with a new letter of credit to secure the completion by the Developer of the items as set forth in the settlement agreement (the "Settlement Agreement"); and,

WHEREAS, the Mayor and City Council of the City believe it to be in the best interests of the City and its residents to settle the Dispute in accordance with the terms of the Settlement

Agreement; thereby eliminating costs to be incurred in litigating the Dispute and providing for the completion of the Blackberry Woods Subdivision as originally contemplated.

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

Section 1. That the Settlement Agreement by and between the City and Developer, attached hereto and made a part hereof, is hereby approved and the Mayor, City Clerk, and City Administrator are hereby authorized to executed and deliver said Settlement Agreement and undertake any and all actions as may be required to implement its terms on behalf of the City.

Section 2. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois, this 26th day of March, A.D. 2019.

DEPUTY CITY CLERK

CARLO COLOSIMO Absent KEN KOCH Absent JACKIE MILSCHEWSKI ARDEN JOE PLOCHER Aye Aye CHRIS FUNKHOUSER JOEL FRIEDERS <u>Aye</u> Aye **SEAVER TARULIS** JASON PETERSON Aye Absent

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 12 day of APRIL, A.D. 2019.

MAYOR

Attest:

STATE OF ILLINOIS	
)
COUNTY OF KENDALL)
Revised February 26, 2019(2))
Final Draft	

BLACKBERRY WOODS LETTER OF CREDIT PUBLIC WORK IMPROVEMENT AND SETTLEMENT AGREEMENT

NOW COMES MEADOWBOOK BUILDERS, LLC AN ILLINOIS LIMITED LIABILITY COMPANY and in agreement with the UNTIED CITY OF YORKVILLE to provide completion of Public Improvements for Blackberry Woods Subdivision, and further to settle all matters in dispute between the parties and provide security for completion of said Public Improvements agree as follows:

- I. MEADOWBROOK BUILDERS, LLC hereby agrees to complete all Public Improvements and final inspections by City Engineers on or before June 1, 2019.
- II. Letters of Credit: The parties hereto acknowledge and agree that there are two outstanding Letters of Credit issued originally by First Community Bank N.K.A Busey Bank as follows:
 - a. Letter of Credit #159: Attached hereto and incorporated herein by reference is a letter dated January 10, 2019 referencing two repair items that need to be completed by MEADOWBROOK BUILDERS, LLC and upon completion of such were the last items to be resolved under Letter of Credit 159.
 - The parties hereto agree that the UNITED CITY OF YORKVILLE will furnish a Release letter to Busey Bank releasing all of Letter of Credit #159.
 - b. Letter of Credit #222: Attached hereto and incorporated herein by reference is a copy of a letter dated January 10, 2019 from Engineering Enterprises in regard to Letter of Credit #222.

Meadowbrook Builders LLC and the UNITED CITY OF YORKVILLE

agree that MEADOWBROOK BUILDERS, LLC shall cause a new Letter of Credit to be issued with a one year fixed date from date of issuance by Busey Bank in favor of the UNITED CITY OF YORKVILLE in the sum of \$164,500.00 which shall secure completion of the remaining items of Public Improvements needed to be completed by MEADOWBROOK BUILDERS, LLC by June 1, 2019 plus a one year retention period as to a 10% balance of that Letter of Credit for a one year period of time from Public Improvement acceptance.

III. Completion of Public Improvement Items or Accounting for Public Improvements completed pursuant to Letter of Credit #22 and the attached January 10, 2019 Engineering Enterprises Letter:

General

- 1. Minor street additions are being added to the "AS-BUILT" drawings previously submitted to the City. The final version shall be submitted to Engineering Enterprises for review by Meadowbrook Builder, LLC on or before February 15, 2019.
- 2. All construction debris has been removed on a continuing basis by MEADOWBROOK BUILDERS, LLC. They will continue to periodically inspect the site as homes under construction occasionally have packaging and other debris blowing out of dumpsters which are located at each house construction site for proper disposal of debris. There are no construction items of Developer remaining unpicked up anywhere within the Development.

Stormwater

3. It is believed that all sediment was removed form the stormwater management facility. This matter not having shown up prior to the November 19, 2018 Punchlist did not permit that planting of the materials called for in the landscape plan for the Subdivision. It is anticipated that seeding will take place in Mid-April 2019 or at the latest prior to the overall completion date.

Storm Sewer

- 4. Items 4,5, and 6 are already completed.
- 7. Will be completed by June 1, 2019.
- 8. The parties are reviewing the televised drawings and working out a solution to the repairs on the them. It is anticipated that Aladdin Nasar the Principal of Meadowbrook Builders LLC and Bradley P. Sanderson the supervising Engineering Enterprises Engineer will have an agreement in place exactly as to what repairs will be need and how they will be performed by March 12, 2019 and repair items completed by June 1, 2019.

Roadway

- 9. & 10. As weather permits the new damaged area of concrete curb and gutter will be repaired before the overall repair expiration date. Given that we are in a very severe winter season it is probable that there will be more street patching and curb repairs either due to snow plow damage or construction on the last few remaining lots which again will be accomplished we believe by April 1, 2019 and ready for inspection.
- 11. Completion of the remaining public sidewalks will be by the June 1, 2019 date although it is anticipated by the parties that the repairs can be completed earlier in the spring as long as there is dry weather.
- 12. Thorn Electric has been contracted to do the job they have the fixture heads and wiring in their possession, they have ordered the light poles that are in conformity to City Ordinance. It does take a bit of time to get the poles but as soon as Thorn those they will install the light poles and do the burn inspection called for item 13.
- 14. Back filling was done as requested by the UNITED CITY OF YORKVILLE previously seeding will take place when the detention pond seeding happens in early spring.
- 15. Completion of the remaining public sidewalks will be by the June 1, 2019 date although it is anticipated by the parties that the repairs can be completed earlier in the spring as long as there is dry weather.
- 16. And 17. Meadowbrook Builders is waiting for confirmation on unusual sign design and will install as soon as available from the City.
- 18. Parkway trees that need to be finished have been being installed on a lot by lot basis with each building permit. There are currently some homes finished that were set for occupancy during winter months that would not permit planting of parkway trees and there is individual bonds in place for each of those situations again there is a small number of lots that the Developer still has to put the trees in without homes which will be done by the overall June 1, 2019 date.

We respectfully submit this written agreement to resolve all matters. We are requesting Busey Bank to issue the new Letter of Credit; the hope of both the City Attorney and myself is that they will issue a totally new Letter of Credit rather than jus reduce the existing Letter of Credit #222. As soon as we hear back form the Bank we will advise the City Attorney of the methodology to be used in that fashion.

Respectfully Submitted by:

Daniel J. Kramer, Attorney at Law This agreement is approved by: UNITED CITY OF YORKVILLE MEADOWBROOK BUILDERS, LLC Aladin Nassar, Manager Authorized Representative

Date: _____





January 10, 2019

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

Re:

Blackberry Woods (Phase B)- LOC No. 159

United City of Yorkville Kendall County, Illinois

Krysti:

A representative from Engineering Enterprises, Inc. performed an onsite punch list inspection for the above referenced project and noted the following:

Sanitary Sewer

 The following structure has an incorrect lid and should be replaced with a lid reading "City of Yorkville -Sanitary" with concealed pick holes: S-6.

Water Main

2. The following structure has an incorrect lid and should be replaced with a lid reading "City of Yorkville - Water" with concealed pick holes: VV-9.

The contractor shall contact us once the items have been completed for a re-inspection. If you have any questions or require any additional information, please contact our office.

Very truly yours,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.

Vice President

BPS/nls

pc: Mr. Bart Olson, City Administrator (Via e-mail)

Ms. Erin Willrett, Assistant City Administrator (Via e-mail)

Mr. Eric Dhuse, Director of Public Works (Via e-mail)

Ms. Lisa Pickering, Deputy Clerk (Via e-mail) Ms. Kathy Field-Orr, City Attorney (Via e-mail)

Mr. Aladdin Nassar, Meadowbrook Builders (Via e-mail)

JAM, NLS - EEI (Via e-mail)



January 10, 2019

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

Re: Blackberry Woods (Phase B)- LOC No. 222

United City of Yorkville Kendall County, Illinois

Krysti:

A representative from Engineering Enterprises, Inc. performed an onsite punch list inspection for the above referenced project and noted the following:

General

- 1. Updated record drawings reflecting the new roadway and curb should be submitted for review.
- 2. All construction debris should be removed from the site.

Storm Water Management Facility

3. Appropriate vegetation and seeding should be planted around the southwest detention basin in the areas where excessive sediment was removed.

Storm Sewer

- 4. The following structures have debris and should be cleaned: MH 117, INL 125, INL 132 and INL 140.
- 5. The following structure has a broken frame and should be replaced along with a new lid: MH 129.
- 6. The following structure has an offset frame and rings and should be reset: INL 96
- 7. Sump pump line for Lot 121 should be connected to structure MH 113 and the connection mortared.
- 8. We have reviewed the televising video of the existing storm and sanitary sewer dated February 2017 as prepared by Cam-Vac. The following comments should be addressed and repaired.
 - Pipe segment 113 to 112 has two misaligned storm sump taps located 57.4' and 56.1' from the upstream manhole.

- Pipe segment 113 to 112 the pipe is cracked at two joints located 39.0' and 95.5' from the upstream manhole.
- Pipe segment 139 to 136 has a misaligned storm sump tap located 47.8' from the upstream manhole.
- Pipe segment 139 to 136 the pipe is cracked at the joint located 117.7' from the upstream manhole.
- Pipe segment 98 to 94 the pipe is cracked at the joint located 78.8' from the upstream manhole.
- Pipe segment 103 to 102 the pipe has cracking throughout the pipe located 41.4', 58.6', 66.2', 83.1' and 152.6' from the upstream manhole.
- Pipe segment 125 to 106 has debris in the storm sump tap located 59.3' from the upstream manhole.
- Pipe segment 142 to 141 the pipe is cracked at the joint located 154.7' from the upstream manhole.
- Pipe segment 97 to 96 has wall shadowing of the reinforcement bars located 37.6' from the upstream manhole.
- Pipe segment 117 to 111 the pipe is cracked at two joints located 92.7' and 108.6' from the upstream manhole.
- Pipe segment 119 to 118 has wall shadowing of the reinforcement bars located 57.7' from the upstream manhole.
- Pipe segment 126 to 105 has debris in the storm sump tap located 41.7' from the upstream manhole.
- Pipe segment 127 to 126 the pipe is cracked at the joint located 13.3' from the upstream manhole.
- Pipe segment 152 to 127 has wall shadowing of the reinforcement bars located 18.1' from the upstream manhole.

The developer should contact our office to review the methods of repair prior to completing the work.

Roadway

The developer should contact our office to review the methods of repair prior to completing items 9-11.

- 9. There are several locations where the concrete curb and gutter has been damaged and should be repaired.
- 10. There are several locations where the HMA surface has been damaged and should be repaired.
- 11. There are several locations where the concrete sidewalk has been damaged and should be repaired.
- 12. Street lights should be installed through the Unit per plan.

Ms. Krysti Barksdale-Noble January 10, 2019 Page 3

- 13. A 48 hour burn test of the street lights should be completed prior to acceptance.
- 14. The sidewalk at Carly Drive and Purcell Street should be backfilled with topsoil and topped with seed, fertilizer and hydraulic mulch.
- 15. Sidewalk should be completed for all undeveloped lots throughout the Unit per plan.
- 16. Install Future Roadway Connection sign at the west dead end of Purcell Drive.
- 17. Install End of Roadway Reflectorized Red signs at the west dead end of Purcell Drive.

Landscaping

18. Parkway trees in front of undeveloped lots should be installed at 50-foot intervals per the landscape plan.

The contractor shall contact us once the items have been completed for a re-inspection. If you have any questions or require any additional information, please contact our office.

Very truly yours,

ENGINEERING ENTERPRISES, INC.

Bradley P. Sanderson, P.E.

Vice President

BPS/nls

pc: Mr. Bart Olson, City Administrator (Via e-mail)

Ms. Erin Willrett, Assistant City Administrator (Via e-mail)

Mr. Eric Dhuse, Director of Public Works (Via e-mail)

Ms. Lisa Pickering, Deputy Clerk (Via e-mail)

Ms. Kathy Field-Orr, City Attorney (Via e-mail)

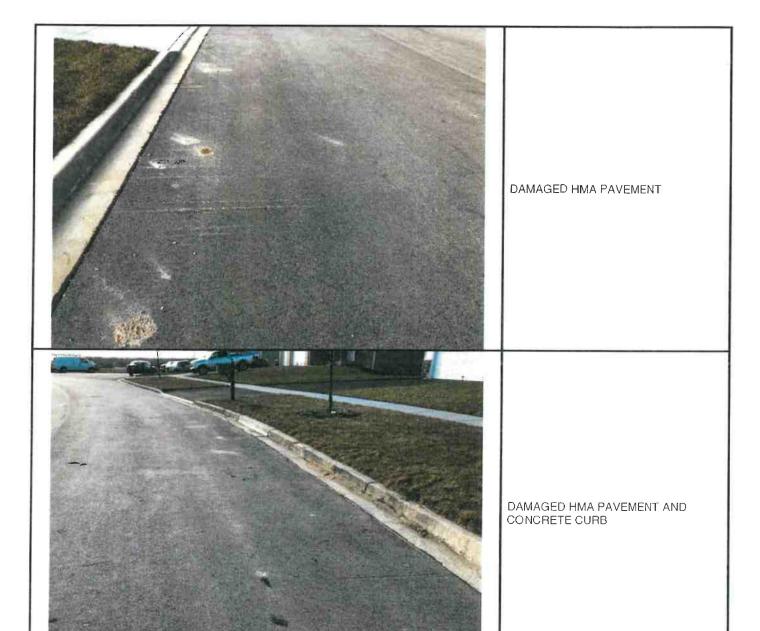
Mr. Aladdin Nassar, Meadowbrook Builders (Via e-mail)

JAM, NLS - EEI (Via e-mail)

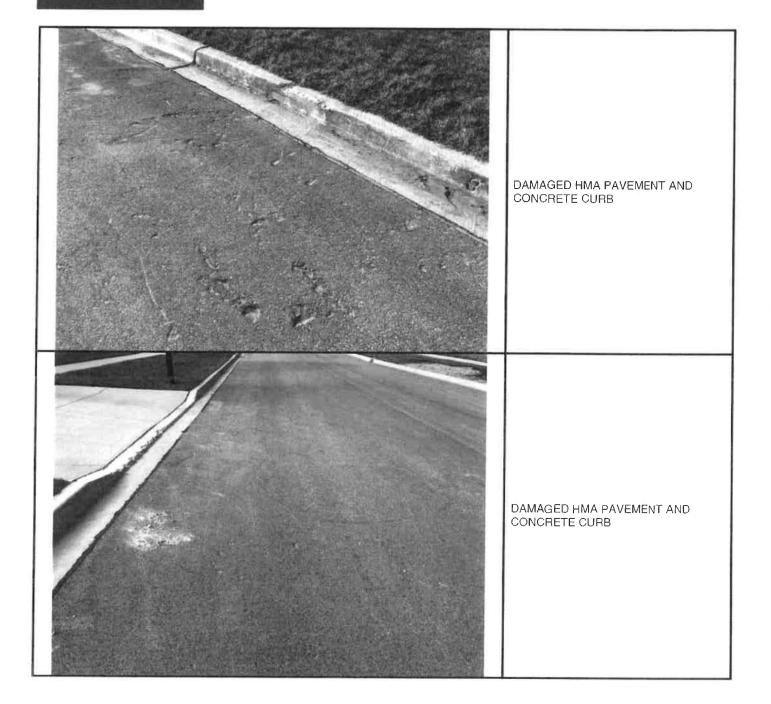


Engineering Enterprises, Inc.

Punchlist05_LOC222



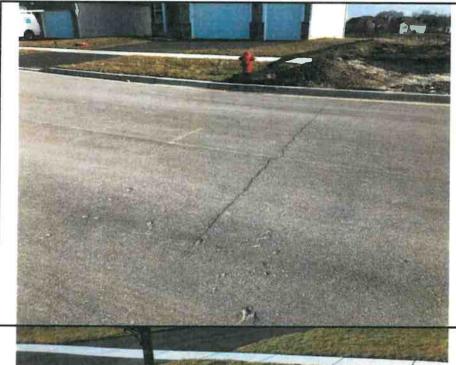






Engineering Enterprises, Inc.

Punchlist05_LOC222



DAMAGED HMA PAVEMENT



DAMAGED HMA PAVEMENT AND CONCRETE CURB



Engineering Enterprises, Inc.

Punchlist05_LOC222



DAMAGED HMA PAVEMENT



DRIVEWAY TO BE REPLACED



Punchlist05_LOC222



SIDEWALK TO BE BACKFILLED AND RESTORED



AREA TO BE RESTORED TO BETTER CONDITIONS



Punchlist05_LOC222



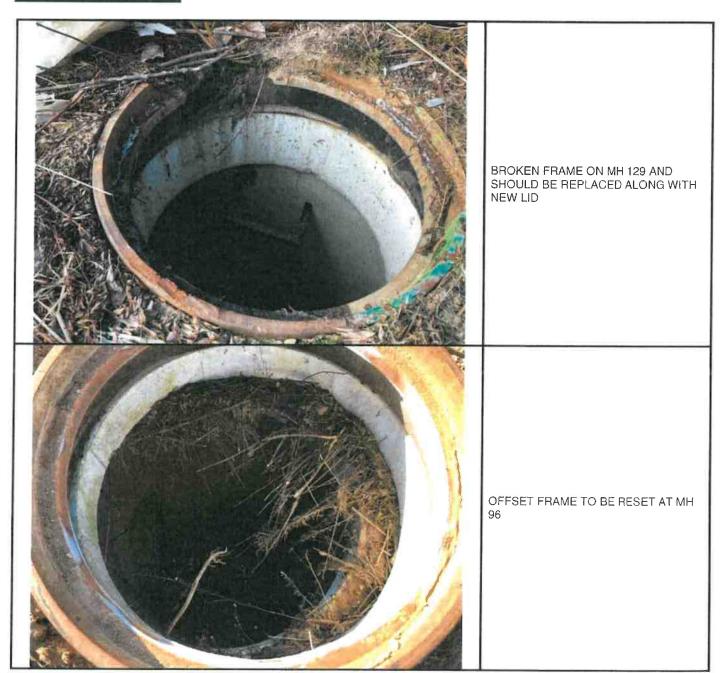
AREA TO BE RESTORED TO BETTER CONDITIONS



INL 140 TO BE CLEANED OF DEBRIS



Punchlist05_LOC222





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

Parks and Recreation

Agenda Item Number
New Business #5
Tracking Number
PW 2019-43

Title: 2018 Road to	Better Roads Program							
Meeting and Date:	Public Works Committee	e – June 18, 2019						
Synopsis: Recomm	Synopsis: Recommendation to Approve Request for Change in							
Plans Ar	Plans And Final Payment Estimate							
Council Action Previous	viously Taken:							
Date of Action:	Action Ta	aken:						
Item Number:								
Type of Vote Requi	red: Majority							
Council Action Req	uested: Approval of Requ	est for Change in Plans and Final Payment Estimate						
Submitted by:	Brad Sanderson	Engineering						
	Name	Department						
	Agenda Item Notes:							



Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

Lisa Pickering, Deputy City Clerk

Date: June 7, 2019

Subject: 2018 Roads to Better Roads Program

The 2018 Roads to Better Roads Program was awarded to D Construction Co., 1488 S. Broadway Street, Coal City, IL 60416 at total awarded value of \$385,182.16. The project is now complete and accepted. The project came in \$29,911.45 under budget for a Final Construction Cost of \$355,270.71. Due to the use of Motor Fuel Tax Funds, the Request for Change in Plans and Engineer's Final Payment Estimate need to be approved by IDOT before final payment can be made.

We recommend City Approval of the Request for Change in Plans and Engineer's Final Payment Estimate.

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



Request for Approval of Change in Plans

Date:				+					County:	-	Kenda	all	
Request No_	1	X	Final				Road Di	istrict or Mu	nicipality:		City of Yo	rkville	
Contractor:	D.	Construction	on Inc.					Se	ection No.		18-00000-	00-GM	
Address:	148	8 South Br	oadway										
	Co	oal City, IL	60416	-									
I recomme	nd that this		duction ension, 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)	T	otal Addition	Tot	al Deduction
BIT MATLS TACK CT	POUND	9928.00	0.01	D	\$		\$	99.28
HMA SURF REM BUTT JT	SQ YD	14.00	8.00	D	\$	Ħ	\$	112.00
LEV BIND MM N50	TON	66.00	60.00	Α	\$	3,960.00	\$	-
HMA SC "D" N50	TON	176.00	61.00	Α	\$	10,736.00	\$	140
INCIDENTAL HMA SURF	TON	1.00	85.00	D	\$	39	\$	85.00
PC CONC SIDEWALK 5	SQ FT	709.00	6.95	D	\$. 	\$	4,927.55
PC CONC SIDEWALK 6	SQ FT	175.00	7.50	D	\$	ш	\$	1,312.50
DETECTABLE WARNINGS	SQ FT	22.00	25.00	Α	\$	550.00	\$	
SIDEWALK REMOVAL	SQ FT	995.00	1.80	D	\$	#	\$	1,791.00
CL D PATCH T1 2	SQ YD	287.00	15.00	D	\$	4	\$	4,305.00
CL D PATCH T2 2	SQ YD	277.00	15.00	D	\$	-	\$	4,155.00
CL D PATCH T3 2	SQ YD	246.00	14.00	D	\$	-	\$	3,444.00
CL D PATCH T4 2	SQ YD	382.00	14.00	D	\$	=	\$	5,348.00
CRACK ROUTING (PAVT)	FOOT	3292.00	0.01	Α	\$	32.92	\$	121
CRACK FILLING	POUND	1098.00	1.40	Α	\$	1,537.20	\$	
AGG WEDGE SHLD TYPE B	TON	36.00	30.00	А	\$	1,080.00	\$	\$ # 1
MAN ADJUST	EACH	1.00	350.00	Α	\$	350.00	\$	·
SANITARY MANHOLE ADJ	EACH	6.00	750.00	D	\$	= =	\$	4,500.00
SAN MH ADJ NEW T1F CL	EACH	1.00	900.00	D	\$		\$	900.00
INLETS ADJUST	EACH	1.00	350.00	Α	\$	350.00	\$	-
VALVE BOX ADJ	EACH	1.00	130.00	D	\$	<u>4</u>	\$	130.00
THPL PVT MK LINE 4	FOOT	112.00	0.89	Α	\$	99.68	\$:#:
THPL PVT MK LINE 6	FOOT	102.00	1.54	Α	\$	157.08	\$	3#5
THPL PVT MK LINE 12	FOOT	490.00	3.03	D	\$	7	\$	1,484.70
THPL PVT MK LINE 24	FOOT	10.00	6.05	D	\$	i i	\$	60.50
PCC DRIVE REM & REPL	SQ YD	4.00	80.00	Α	\$	320.00	\$	3#3
SEEDING, CL 1A SPL	SQ YD	325.00	23.00	D	\$		\$	7,475.00
HMA DRIVE REM & REP	SQ YD	219.00	35.00	D	\$	-	\$	7,665.00
FRAME & GRATE SPECIAL	EACH	2.00	750.00	D	\$		\$	1,500.00
COMB C C&G REM & REPL	FOOT	6.00	35.00	Α	\$	210.00	\$	2#1
					\$	-	\$	352
					\$		\$	-
					\$	-	\$	(4)
					\$	*	\$	S#1.
			Tot	al Changes:	\$	19.382.88	\$	49,294,53

Total Net Change:	\$	(29,911.65)	
Amount of Original Contract:	\$ 3	385,182.36	
Amount of Previous Change Orders:	\$	*	
Amount of adjusted/final contract:	\$ 3	355,270.71	
Total net <u>deduction</u> to date _\$ (addition, deduction)	(29,911.65)	which is	-7.77 % of the contract price.
State fully the nature and reason for the cha	nge:		'
When the net increase or decrease in the co decreased by 30 days or more, one of the fo			e, or the time of completion is increased or
The undersigned has determine at the time the contract was sig		es which necess	sitate this change were not reasonably foreseeable
The undersigned has determine	ed that the change is ge	ermane to the or	riginal contract as signed.
The undersigned has determine	ed that this change is ir	the best interes	st of the Local Agency and is authorized by law.
		Prepared by:	
		, , , , , , , , ,	Title of Preparer
For County and Road District Projec	cts		For Municipal Projects
To obtain and rough blother Tojoc	7.0		1 of Manispart 1 of other
Highway Commissioner		:=	Municipal Officer
Date		-	Title of Municipal Officer
Submitted/Approved			Date
County Engineer/Superintendent of Highwa	vs	Approved	
Date			
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.			



Route	Various Local Roads
County	Kendall
Local Agency	City of Yorkville
Section	18 - 00000 - 00 - GM

Engineer's Final Payment Estimate

Estimate No.	2	and Final	Date of Completion	
Payable To:	Name	D. Construction Inc.		

Address 1488 So	uth Broadway, Co	oal City, IL 60416					
Items	Awa	arded*	Added	Deducted		Completed	
	Quantity	Values	Quantity	Quantity	Quantity	Unit Price	Values
Totals from previous page							
BIT MATLS TACK CT	12,570.00	125.70		9,928.00	2,642.00	0.01	26.42
HMA SURF REM BUTT JT	222.00	1,776.00		14.00	208.00	8.00	1,664.00
LEV BIND MM N50	1,045.00	62,700.00	66.00		1,111.00	60.00	66,660.00
HMA SC "D" N50	1,567.00	95,587.00	176.00		1,743.00	61.00	106,323.00
INCIDENTAL HMA SURF	1.00	85.00		1.00		85.00	
PC CONC SIDEWALK 5	2,495.00	17,340.25		709.00	1,786.00	6.95	12,412.70
PC CONC SIDEWALK 6	175.00	1,312.50		175.00		7.50	
DETECTABLE WARNINGS	166.00	4,150.00	22.00		188.00	25.00	4,700.00
HMA SURF REM 2 1/2	16,060.00	32,120.00			16,060.00	2.00	32,120.00
SIDEWALK REMOVAL	2,939.00	5,290.00		995.00	1,944.00	1.80	3,499.20
CL D PATCH T1 2	287.00	4,305.00		287.00		15.00	
CL D PATCH T2 2	287.00	4,305.00		277.00	10.00	15.00	150.00
CL D PATCH T3 2	287.00	4,018.00		246.00	41.00	14.00	574.00
CL D PATCH T4 2	1,730.00	24,220.00		382.00	1,348.00	14.00	18,872.00
CRACK ROUTING (PAVT)	81,875.00	818.75	3,292.00		85,167.00	0.01	851.67
CRACK FILLING	27,291.00	38,207.40	1,098.00		28,389.00	1.40	39,744.60
AGG WEDGE SHLD TYPE B	27.00	810.00	36.00		63.00	30.00	1,890.00
MAN ADJUST	6.00	2,100.00	1.00		7.00	350.00	2,450.00
MAN ADJ NEW T1F CL	2.00	1,300.00			2.00	650.00	1,300.00
SANITARY MANHOLE ADJ	7.00	5,250.00		6.00	1.00	750.00	750.00
SAN MH ADJ NEW T1F CL	1.00	900.00		1.00		900.00	
INLETS ADJUST	11.00	3,850.00	1.00		12.00	350.00	4,200.00
VALVE BOX ADJ	2.00	260.00		1.00	1.00	130.00	130.00
THPL PVT MK LINE 4	3,840.00	3,417.60	112.00		3,952.00	0.89	3,517.28
THPL PVT MK LINE 6	134.00	206.36	102.00		236.00	1.54	363.44
THPL PVT MK LINE 12	490.00	1,484.70		490.00		3.03	
THPL PVT MK LINE 24	68.00	411.40		10.00	58.00	6.05	350.90
PCC DRIVE REM & REPL	7.00	560.00	4.00		11.00	80.00	880.00
SEEDING, CL 1A SPL	568.00	13,064.00		325.00	243.00	23.00	5,589.00
ROUTING & SEAL CRACKS	9,250.00	5,272.50		242.22	9,250.00	0.57	5,272.50
HMA DRIVE REM & REP	219.00	7,665.00		219.00		35.00	4.500.00
FRAME & GRATE SPECIAL	4.00	3,000.00	0.00	2.00	2.00	750.00	1,500.00
COMB C C&G REM & REPL	1,122.00	39,270.00	6.00		1,128.00	35.00	39,480.00
	+						
Total	Awarded Values	\$385,182.16			Total Comp	leted Values	\$355,270.71
				_			

Section Number:	18 - 00000 - 00 - GM	Total Brought Forwar	d \$355,270.71
	Miscellaneous Extras and Credits	Values	
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			\Box
		Total Miscellaneous Extras and Credi	ts
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	Miscellaneous Debits	Values	_
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		Total Miscellaneous Debi	ts
		Net Cost of Section	on \$355,270.71
		Previous Paymen	ts \$337,507.17
		Net Amount Du	ıe \$17,763.54
Ciana d	_		
Signed:	Resident Engineer/Consultant	_	Date
Cianad:			
Signed:	Local Agency	<u> </u>	Date
Approved:			
Approved:	Regional Engineer	_	Date
Page <u>2</u> of <u>2</u> Printed on 6/7/2019			BLR 13231 (Rev. 1/06)



Reviewed By:	
Legal	
Finance	

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

Agenda Item Number	
New Business #6	

PW 2019-44

Tracking Number

<u> </u>
Public Works Committee – June 18, 2019
scussion will take place at the meeting.
Previously Taken:
Action Taken:
equired:
Agenda Item Notes:
Requested: Bart Olson Name Administration Department



Reviewed By:	
Legal Finance Engineer City Administrator	

City Administrator Human Resources Community Development Police **Public Works** Parks and Recreation

Agenda Item Number	
Old Business #1	
Tracking Number	
PW 2018-102	

Title: East Alley Pa	rking Lot – Update					
Meeting and Date:	Public Works Committee – Ju	ne 18, 2019				
Synopsis: A verbal	Synopsis: A verbal update will be given at the meeting.					
Council Action Pre	viously Taken:					
Date of Action:	Action Taken:					
Item Number:						
Type of Vote Requi	red:					
Council Action Req	uested:					
Submitted by:		Administration				
	Name	Department				
Agenda Item Notes:						



Reviewed	d By

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

Agenda Item Numbe	'n

Old Business #2

Tracking Number

PW 2019-27

Title: Crosswalk at	Route 47 and Main Street	
Meeting and Date:	Public Works Committee – Ju	ine 18, 2019
Synopsis:		
Council Action Pre	viously Taken:	
Date of Action:	Action Taken	·
Item Number:		
Type of Vote Requi	red: Informational	
Council Action Req	uested:	
Submitted by:	Bart Olson Name	Administration Department
	Agenda Item	•



Memo

To: Mr. Bart Olson - City Administrator

From: Colleen Jaltuch, P.E.

Brad Sanderson, P.E.

Date: June 11, 2019

Re: IL Route 47 and Main Street Pedestrian Crossing

EEI Job #: YO1915-C

As requested, we have further investigated the pedestrian crossing at IL Route 47 and Main Street and specifically, the applicability of a pedestrian hybrid beacon at the crossing. In our memo dated May 14, 2019, one recommendation to enhance safety at the existing crossing was to add a pedestrian hybrid beacon that

would be located on a mast arm overhanging northbound and southbound traffic at the crossing.

Upon further research and correspondence with IDOT, we have found that a pedestrian hybrid beacon will not be allowed within 100' of an intersection or an entrance. This is per the Illinois Supplement of the MUTCD. This is something that IDOT will not deviate from, unless the cross street was designated as a one-way and both legs were going away from IL-47.

Upon review of the area south of the intersection of IL-47 and Main, there is a north-bound left-turn lane that would need to be removed to install a pedestrian hybrid beacon between the intersections of IL-47 and Main and IL-47 and River Street.

To the north of the intersection of IL-47 and Main Street. commercial driveways and roadwav intersections spaced too close together to maintain 100' separation from a proposed pedestrian hybrid beacon between Main Street and Somonauk Street along IL-47.

The intersection of Main Street and Somonauk Street is a

signalized intersection with pedestrian crossings. It would be safer (but not as convenient) to route pedestrians to that intersection for crossing. Please let us know if you would like to discuss or would like additional information.



PART 4 Highway Traffic Signals

CHAPTER 4D. TRAFFIC CONTROL SIGNAL FEATURES

Section 4D.04 Meaning of Vehicular Signal Indications

Support:

The Illinois Vehicle Code (625 ILCS 5/11-306) permits a right turn (or a left turn from a one-way street to a one-way street) on a red arrow after stopping under the same conditions as with a red ball. This conflicts with Section 4D.04 which prohibits turning after stopping on a red arrow unless specifically permitted by signs or other traffic control devices.

Standard:

Where it is intended to prohibit turns on red arrows after stopping where such turns would otherwise be permitted under the Illinois Vehicle Code, NO TURN ON RED ARROW(R10-I102) word message signs shall be installed.

Guidance*

Where it is intended to permit turns on red, a red ball rather than a red arrow should be used.

Section 4D.05 Application of Steady Signal Indications

Standard:

If a CIRCULAR GREEN indication terminates at the same time as a GREEN ARROW indication within the same signal head, a CIRCULAR YELLOW indication shall be displayed in lieu of a YELLOW ARROW indication.

CHAPTER 4F. PEDESTRIAN HYBRID BEACONS

Section 4F.01 Application of Pedestrian Hybrid Beacons

Standard:

Pedestrian Hybrid Beacons shall not be installed at locations where any signal warrants of Chapter 4C are met.

Guidance:

The need for a pedestrian hybrid beacon should be considered on the basis of an engineering study that includes a queue analysis for vehicular traffic and that considers major-street volumes, speeds, widths, and gaps in conjunction with pedestrian volumes, walking speeds, and delay.

Section 4F.02 Design of Pedestrian Hybrid Beacons

Standard:

If used, pedestrian hybrid beacons shall be installed at least 100 feet from side streets or driveways and at least 300 feet from traffic signals or railroad grade crossings with active warning devices. If backplates are used for pedestrian hybrid beacons, retroreflective material shall not be applied to the face of the backplates.

CHAPTER 4G. TRAFFIC CONTROL SIGNALS AND HYBRID BEACONS FOR EMERGENCY-VEHICLE ACCESS

Section 4G.04 Emergency-Vehicle Hybrid Beacons

Standard:

Emergency-vehicle hybrid beacons shall not be installed at locations where any MUTCD warrants for traffic signals are met. If used, emergency-vehicle hybrid beacons shall be installed at least 100 feet from side streets or driveways controlled by a STOP or YIELD sign and at least 300 feet from traffic signals or railroad grade crossings with active warning devices. If backplates are used for emergency-vehicle hybrid beacons, retroreflective material shall not be applied to the face of the backplates.

CHAPTER 4N. IN-ROADWAY LIGHTS

Section 4N.02 In-Roadway Warning Lights at Crosswalks

Standard:

Standard pedestrian crossing warning signs and standard crosswalk pavement markings conforming to the MUTCD shall be used.

A minimum of one standard Flashing Yellow Warning Beacon conforming to Chapter 4L of the MUTCD shall be used with at least one pedestrian crossing warning sign on each approach or at the crosswalk. The beacon(s) shall be activated with the IRLs and flash at the same rate.



Memo

To: Mr. Bart Olson City Administrator

From: Colleen Jaltuch, P.E. and

Brad Sanderson, P.E.

Date: May 14, 2019

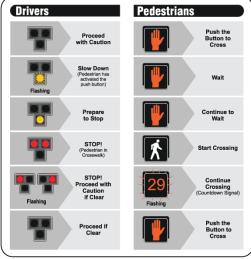
Re: IL Route 47 and Main Street Pedestrian Crossing

EEI Job #: YO1915-C

As requested, we investigated the pedestrian crossing at IL Route 47 and Main Street due to safety concerns raised by the City and residents. We have investigated possible solutions to the current problems with vehicles not stopping for pedestrians. Our options suggested are below.

- 1. The first option is to remove all components of the existing crosswalk across IL Route 47. This would include removing the existing pedestrian crossing blinking signs, sidewalk ramps, detectable warnings, depressed curb, and colored concrete crosswalk, and pavement markings. Barrier curb and new sidewalk would be added. Previous sidewalk ramps would be restored with grass. The estimate of cost, including design and construction is \$30,000 \$40,000.
- 2. The second option is to add pedestrian hybrid beacons which would be located on mast arm overhanging northbound and southbound traffic at the crossing. This would include removing the existing pedestrian crossing blinking signs. The estimate of cost, including design and construction is \$60,000 \$76,000. Below are pictures of a pedestrian hybrid beacon and a sequencing diagram.







Memo

3. The third option is to add a pedestrian bridge over IL Route 47. The improvements would include removal of the existing pedestrian crossing blinking signs, sidewalk ramps, detectable warnings, depressed curb, and crosswalk pavement markings. Barrier curb and new sidewalk would be added. The pedestrian bridge would connect from the southeast quadrant of the intersection at Ron Clark Park to the northwest quadrant of the intersection at Yorkville Town Square Park. The bridge would include spiral ramps to be ADA accessible. The estimate of cost, including design and construction is \$925,000 - \$1,025,000. Below are pictures of pedestrian bridges with spiral ramps.





Please let us know if you would like to discuss or would like additional information.



Memorandum

To: **Public Works Committee**

From: Erin Willrett, Assistant City Administrator

CC: Bart Olson, City Administrator

April 17, 2019 Date:

Subject: Illinois Route 47/Main Street Pedestrian Crosswalk

Summary

Discuss the pedestrian crossing on IL Route 47 at Main Street due to safety concerns.

Background

Discussion regarding pedestrian crossing signage on IL Route 47 began in 2015 during the reconstruction and widening of the roadway. An analysis was performed by EEI and approval to construct the crosswalk signage and pavement markings was given by the City Council and IDOT in April 2016.

The original investigation in December 2015, was performed by EEI. The December 8, 2015 staff memo is attached with the detail of the analysis. From that investigation, it was determined that IL Route 47 at the intersection with Main Street is a five (5)-lane roadway, two (2) lanes each direction with a left-turn lane on the northbound approach and a bidirectional left-turn lane on the southbound approach. The width of the roadway is 63 feet. The Average Daily Traffic (ADT) along IL Route 47 at this intersection is 19.500 vehicles per day (taken from the traffic count map on IDOT's website). Because of the traffic counts, minimal pedestrian traffic, and very few gaps in traffic long enough for pedestrians to cross at this location, EEI recommended that the signage and markings NOT be installed at this location. Because IDOT had already constructed the crosswalk into the pavement, the City installed other measures to enhance driver awareness, such as adding LED lights to the sign, and additional pavement markings to provide active warning of pedestrian presence.

There have been several concerns from residents and council members, since the installation of the signage and pavement markings, regarding the safety of the crosswalk. Most recently, City Council members and staff received a complaint, via email accompanied with a video on March 24, 2019, showing an adult and child crossing the intersection with vehicles ignoring the state law to yield for pedestrians. The vehicles continued to travel by while the pedestrians were running across the street while staying within the crosswalk. It was shown that the pedestrians and motorists came close to a collision at least once as they were crossing IL Route 47. This was very concerning to watch. Because of the location of Town Square Park and the number of children and adults that cross in this area because of the perceived safety of the crosswalk with the pavement markings and signage there is doubt about the safety of this crosswalk. Currently, at this location, vehicles per day has increased from 19,500 ADT in 2015 to 22,400 ADT in 2019 (source:

https://www.gettingaroundillinois.com/gai.htm?mt=aadt).

Staff has pre-emptively discussed the removal of the crosswalk with IDOT. Preliminarily, they noted that, the crosswalk (different pavement type and color than the roadway) would need to be removed. Also, the payement markings, signage, depressed curb and sidewalk leading up to the crossing would need to be removed. Additional work to be completed would encompass, a replacement of the depressed curb with a barrier curb and grass would need to be planted where the sidewalk leading up to the crossing was removed. A permit would be required from IDOT to move forward with the project. At that point, IDOT would formally investigate all requirements of removing the crosswalk based on the requirements of the Illinois Access Code and also review the agreement for cost participation and maintenance.

Recommendation

After further review of the crosswalk and verifying the increase in vehicles per day, as recorded by IDOT, it is recommended that a permit be applied for from IDOT to remove the crossing at IL Route 47 and Main Street.



Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI Collette Frohlich, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Director

Lisa Pickering, Deputy City Clerk

Date: December 8, 2015

Subject: Rt 47 and Main Street – Pedestrian Crossing

There are 11 pedestrian crossings across IL Route 47 within Yorkville city limits. Of the 11 crossings, only three (3) locations are located outside of a traffic signal: one (1) at Orange Street, one (1) at Hydraulic Street and one (1) at Main Street. At Orange Street, a set of school crossing signs have been installed that light up when a pedestrian push button is activated. A crossing guard is also present before and after school to aid the students in crossing IL Route 47. The crossings at Hydraulic Street and Main Street do not currently have lighted signs. A map showing the crossings along IL Route 47 is attached.

As requested, we investigated the pedestrian crossing on IL Route 47 at Main Street due to safety concerns raised by the City. Our findings are below.

Existing Conditions and Observations:

On Friday, December 4th, 2015, EEI personnel completed field investigations of the existing conditions and traffic patterns along IL Route 47 at Main Street.

IL Route 47 at the intersection with Main Street is a five (5)-lane roadway, two (2) lanes each direction with a left-turn lane on the northbound approach and a bidirectional left-turn lane on the southbound approach. The width of the roadway is 63 feet. The average daily traffic along IL Route 47 at this location is 19,500 vehicles per day (taken from the traffic count map on IDOT's website).

Signage/Markings

On northbound IL Route 47, a pedestrian crossing ahead sign is provided approximately 250' in advance of the crosswalk at Main Street, with a pedestrian crossing sign also located at the crosswalk. On southbound IL Route 47, a pedestrian crossing ahead sign is provided approximately 260' in advance of the crosswalk, with a pedestrian crossing sign also located at the crosswalk. The crosswalk is delineated by two (2) 6" wide white transverse markings with red colored concrete in between. Main Street is controlled by stop signs at both approaches and IL Route 47 is uncontrolled. A view of the crossing facing northbound is on the following page.



Photo 1. Crosswalk on IL Route 47 at Main Street, Facing Northbound

Traffic and Pedestrian Patterns

Vehicular and pedestrian traffic was counted from 6:45am to 8:45 am and from 2:00 pm to 4:00 pm for the intersection of IL Route 47 and Main Street. During each of the time periods counted, a peak 30-minute period was identified. The table below shows the AM and PM ½ hour peak observed.

Time Davied	December	2015
Time Period	Opposing Traffic	Pedestrians
7:56-8:25 AM	911	1
3:25-3:54 PM	985	3

All pedestrians that crossed IL Route 47 at Main Street crossed the first two (2) lanes of traffic, waited in the bi-directional left turn lane, and crossed the other two (2) lanes of traffic when there was a large enough gap for them to continue. It was generally observed that the majority of the pedestrian traffic crossed IL Route 47 at Somonauk Street.

In addition to vehicular and pedestrian traffic counts, gaps in traffic greater than 21 seconds were also recorded as a gap long enough for a pedestrian to cross at this location. The 21 second interval was estimated using a crossing speed of 3.5 feet per second (taken from the MUTCD) and a pedestrian startup time of 3 seconds. There were five (5) gaps in the traffic on IL Route 47 that met that length in the AM period and five (5) gaps recorded in the PM period. According to the Institute of Transportation Engineers, longer crossing times are needed for school-aged children. They recommend using 2.0 feet per second for elementary school children, 2.5 feet per second for middle school children, and 3.0 feet per second for high school children. Based on those crossing speeds, only one (1) gap in the PM period was

long enough for elementary and middle school students, and two (2) additional gaps in the AM period were long enough for high school students. There were no gaps in the AM period that were long enough for elementary or middle school students.

Sight Distance

One concern raised by the City was possible sight distance constraints of northbound motorists due to the steep grade of the approach. According to the AASHTO Green Book, the stopping sight distances on upgrades of 3% and 6% are 237 feet and 229 feet, respectively. Since the IL Route 47 improvement plans show a grade of 5.5% on the northbound approach, the stopping sight distance required would be slightly over 230 feet. When viewing the crossing from the pedestrian ahead crossing on the northbound approach, the pedestrian crossing sign is visible (see Photo 2 below). Since the pedestrian ahead sign is located approximately 250 feet from the crossing as stated earlier in this memo, it appears that the stopping sight distance requirement is fulfilled, although it may be more difficult for motorists to see smaller pedestrians at that distance.



Photo 2. Northbound Approach of Pedestrian Crossing

Street Lighting

Another concern raised by the City was visibility of the pedestrians to passing motorists during nighttime conditions. There is currently an overhead light at the southeast corner of the intersection which provides some illumination. Similar lighting was also present before the recent IL Route 47 improvements. With the IL Route 47 lighting project, there will be four (4) additional light poles installed near the intersection in early 2016; two (2) on IL Route 47 and two (2) on Main Street. This will increase the visibility of the crosswalk and pedestrians and will meet the current standards.

Analysis and Review of Conditions

The section on crosswalks in the MUTCD is in the process of being updated. The updated portion will read as follows:

"New marked crosswalks alone, without other measures (enhancements) designed to reduce traffic speeds, shorten crossing distances, enhance driver awareness of the crossing, and/or provide active warning of pedestrian presence, should not be installed across uncontrolled roadways where either:

- A. The roadway has four or more lanes of travel without a raised median or pedestrian refuge island and ADT of 12,000 vehicles per day or greater; or
- B. The roadway has four or more lanes of travel with a raised median or pedestrian refuge island and ADT of 15,000 vehicles per day or greater, or:
- C. The speed limit exceeds 35 mph (60 km/h)."

Since there are five (5) lanes of travel, no raised median or pedestrian refuge island present, an ADT of 19,500 vehicles per day, minimal pedestrian traffic, and very few gaps in traffic long enough for pedestrians to cross at this location, we would recommend that a pedestrian crossing not be installed at this location.

However, since the crossing has already been established, we have evaluated installing other measures to enhance driver awareness of the crossing and provide active warning of pedestrian presence.

Signal Warrants

First, we reviewed the traffic signal warrants based on pedestrian volume. According to the MUTCD, Signal Warrant 4, Pedestrian Volume, the minimum required number of pedestrians crossing the major street at an intersection during an average day is 107 or more for each of any four hours or 133 or more for any one hour period. For Signal Warrant 5, School Crossing, the minimum required number of pedestrians is 20 during the highest crossing hour. Since neither warrant is met based on pedestrian volume observed, the need for a traffic signal is not justified.

Pedestrian Hybrid Beacons

A pedestrian hybrid beacon is used to control traffic at an unsignalized location to assist pedestrians in crossing at a marked crosswalk. It can be used at locations where a traffic signal is not warranted or the decision was made to not install a traffic control signal. However, the guidelines for installation of a pedestrian hybrid beacon require a minimum pedestrian volume of 20 for one hour of an average day. The pedestrian volume observed does not fit this criterion, so installing a pedestrian hybrid beacon is not justified.

Increasing Sign Conspicuity

Since traffic signals and pedestrian hybrid beacons are not warranted, another option is increasing the sign conspicuity of the pedestrian crossing signs. Section 2A.15 of the MUTCD offers several suggestions to accomplish this. Some options that could be used include: adding a red or orange flag above signs,

adding a warning beacon to the sign, adding LED lights to the sign, or adding a strip of retroreflective material to the sign support.

Pavement Markings

Pavement markings can also be used to supplement the conspicuity of a crosswalk, such as adding ladder markings within the transverse crosswalk lines. However, because of the grade of the northbound approach, motorists cannot see the crosswalk markings until they are fairly close. For that reason, this may not be an appropriate option.

Conclusions and Recommendation

If the City chooses to enhance driver awareness, based on our observations we would recommend signage enhancements to the pedestrian crossing. We recommend the Rectangular Rapid Flashing Beacon (RRFB) as it is more conspicuous to motorists. Photo 3 (below) shows an example of a RRFB assembly at a crosswalk. We recommend replacing the existing pedestrian crossing signs accompanying the "AHEAD" plaque to be replaced with LED blinker signs. We also recommend replacing the existing signage assemblies at the crosswalk (pedestrian crossing signs with diagonal downward arrow plaques) with RRFB assemblies with pedestrian push buttons (new assemblies to include the pedestrian crossing sign and diagonal downward arrow plaque). A signage enhancement exhibit is attached.



Photo 3. Sample RRFB Installation in Phoenix, AZ

Signage Costs

The flashing blinker signs are approximately \$1,800 per sign. The RRFB assemblies with pedestrian push button (including the pedestrian crossing sign and diagonal downward arrow plaque) cost approximately \$5,000 per assembly. The total cost of the proposed signage enhancements is approximately \$13,600.

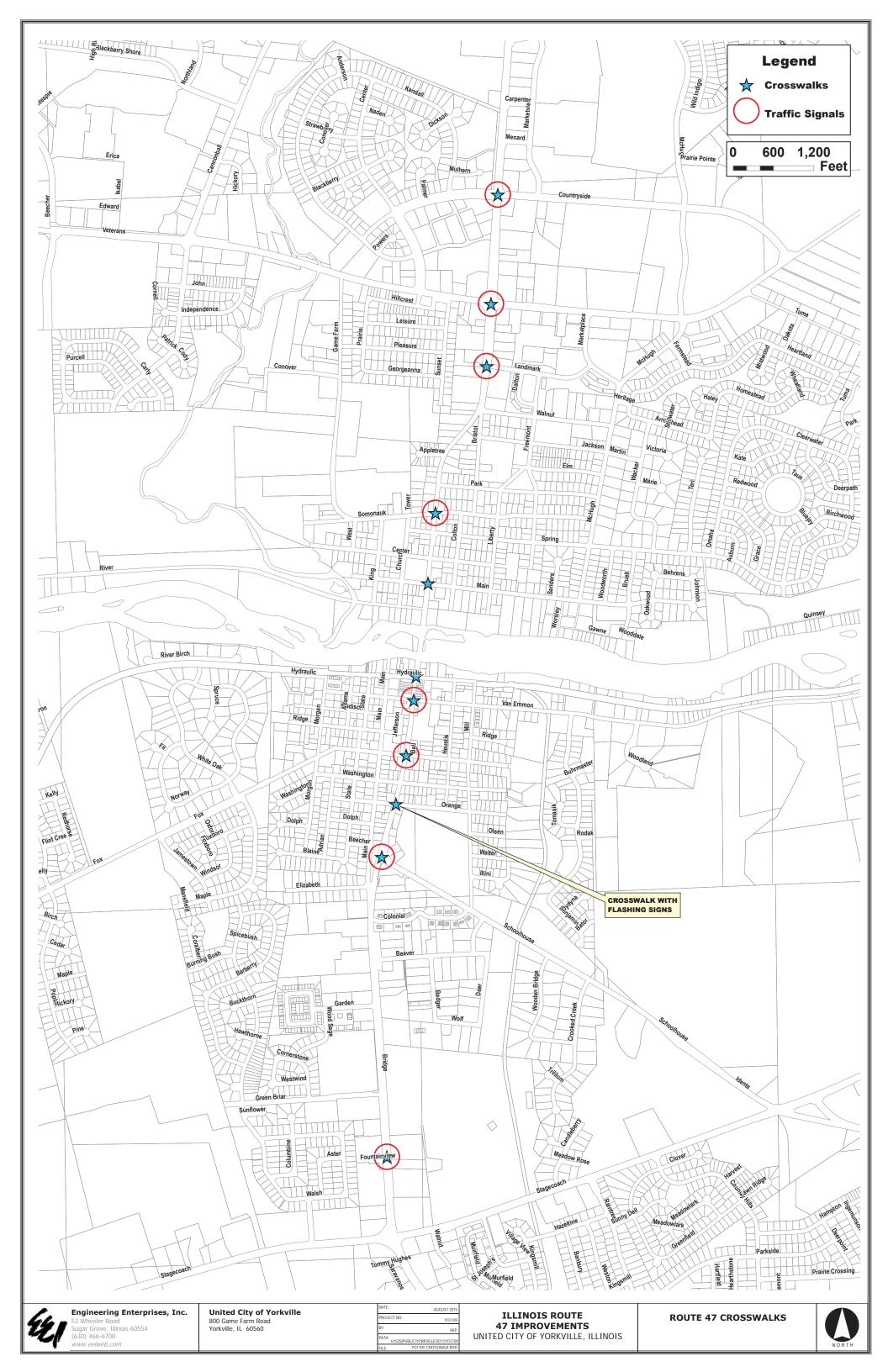
IDOT/FHWA Requirements

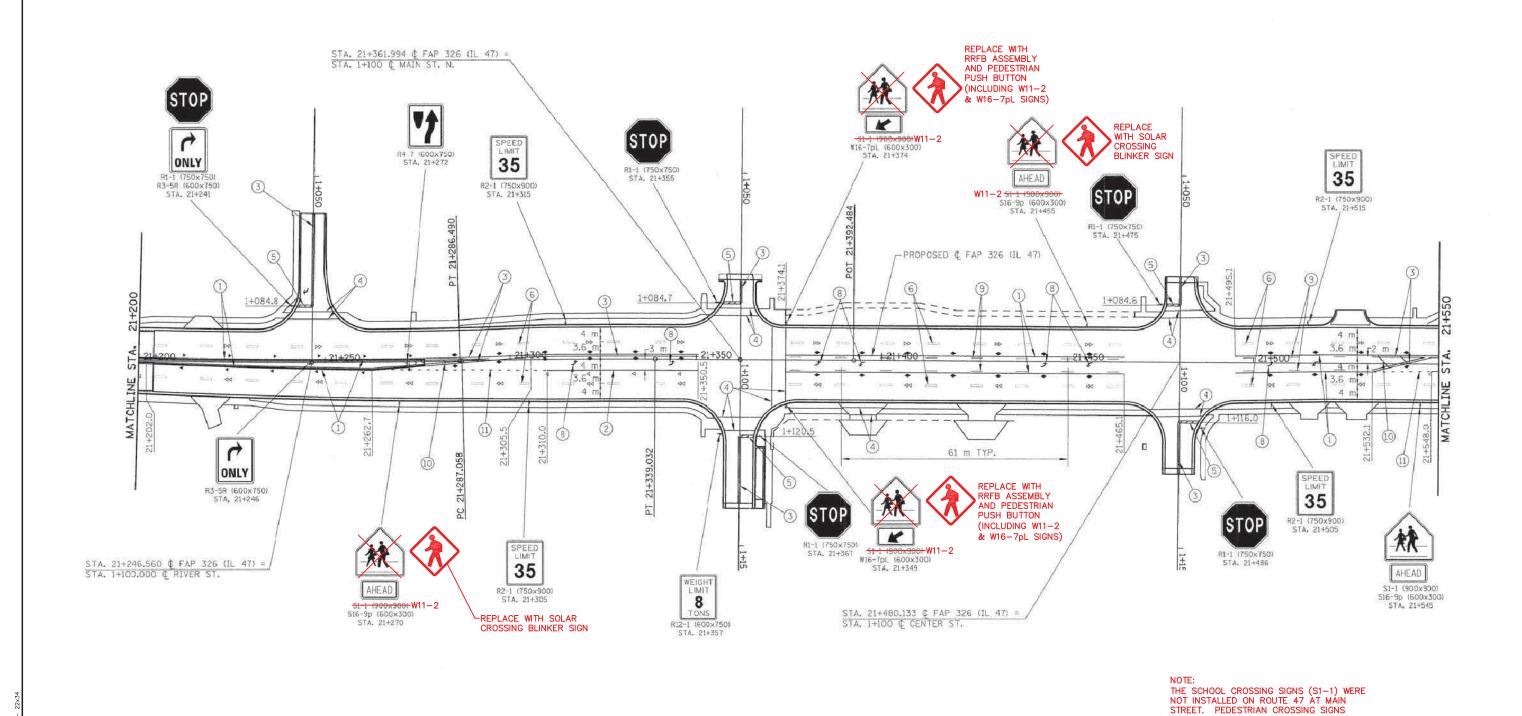
Since the signage enhancements would be performed within state right-of-way, an IDOT highway permit will be required. The Highway Permit form (OPER 1045) will need to be filled out including a description of the proposed work, location map, detailed drawings, traffic studies, traffic control plan and other pertinent information. IDOT will review the permit request and determine if anything other information is required to be submitted, such as the Individual Highway Permit Bond (OPER 1046).

The RRFB is not in the current version of the MUTCD but an Interim Approval (IA-11) Memorandum has been issued. In order to install the RRFB, the Federal Highway Administration requires a letter to request approval of installation.

Future Considerations

Further study may be prudent in warmer weather as pedestrian counts may be higher in the spring or summer months than what was observed at this time. In addition, more commercial development may warrant review of the safety of the crossing to ensure that no changes in traffic patterns or pedestrians affect the safety and mobility.





PAVEMENT MARKING LEGEND

- 1 100 mm SOLID (YELLOW)
- (7) 300 mm SOLID (WHITE)
- (2) 200 mm SOLID (WHITE)
- (8) LETTERS & ARROWS
- (3) 100 mm DOUBLE SOLID (YELLOW)
- (9) 150 mm SKIP DASH (YELLOW)
- (4) 150 mm SOLID (WHITE)
- (10) 300 mm SOLID (YELLOW)
- (5) 600 mm SOLID (WHITE) (6) 150 mm SKIP DASH (WHITE)
- (1) 200 mm DOTTED (WHITE) (12) 100 mm SOLID (WHITE)

RAISED REFLECTIVE PAVEMENT MARKING

ONE-WAY CRYSTAL MARKER ON 12.2 m CENTERS

- TWO-WAY AMBER MARKER ON 12.2 m CENTERS
- ONE-WAY AMBER MARKER ON 12.2 m CENTERS

Engineering Enterprises, Inc.

CONSULTING ENGINEERS 630.466.6700 / www.eeiweb.com **UNITED CITY OF YORKVILLE** KENDALL COUNTY, ILLINOIS

NO.	DATE	REVISIONS	

ROUTE 47 AND MAIN STREET PEDESTRIAN CROSSING

SIGNAGE ENHANCEMENT **EXHIBIT**

(W11-2) WERE INSTALLED INSTEAD.

DATE: DEC	ЕМВЕ	:R	2015
PROJECT N	10:		Y01529
FILE:	`	r01529	-SIGNS
SHEET	1	OF	1



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

Agenda Item Number
Old Business #3
Tracking Number
PW 2019-36

Title: Invitation To Bid the C	onstruction of the Public W	Vorks Materials Storage Shed		
Meeting and Date: Public V	Vorks Committee – June 18	2, 2019		
Synopsis: See Attached Men	10			
Council Action Previously T	aken:			
Date of Action: N/A	Action Taken:			
Item Number:	<u></u>			
Type of Vote Required: Maj	ority			
Council Action Requested: Approval				
_				
Calanda Albara Comi Doulson	Dunchasina Managan	Administration		
Submitted by: Carri Parker,	Name	Department		
Agenda Item Notes:				



Memorandum

To: Public Works Committee

From: Eric Dhuse, Director of Public Works

Carri Parker, Purchasing Manager

CC: Bart Olson, Administrator

Date: June 18, 2019

Subject: Invitation to Bid (ITB) for the Construction of the Public Works

Materials Storage Shed

Summary

Staff requests permission to release an Invitation to Bid (ITB) the construction of the Public Works Materials Storage Shed. This is not a budgeted expenditure and would require a budget amendment of approximately \$300,000.

Background

The materials storage shed was constructed in the 1980's. The structure has been degrading and in April 2019 staff observed the deterioration of the support columns and the degradation of the tin walls from the salt. The entire building was leaning, resulting in the danger of the building falling over causing a public safety concern. The building was demolished on May 10, 2019.

In 2015, the City had plans and specifications developed to begin the competitive bidding process to replace this building. The City had a State grant to assist in the cost of the building replacement and the remaining funds were going to be MFT. Due to the State no passing a budget in 2015, the grant funding was not received, and the project was put on hold.

Staff has worked with EEI to update the plans and specifications to solicit bids through the Invitation to Bid (ITB) process. The only change to the plans were to add additional siding on the face of the building to protect the stored material from the weather. The main structural difference between the new material storage shed and the old one is that the material storage bins will be poured concrete instead of wood. Once the concrete has been sealed this will create a barrier between the concrete and salt to stop corrosion. In addition, the poured concrete will be much stronger and hold up to more use than wooden bins as previously used.

The competitive bidding process will provide the City the lowest responsible bidder for the public works project. Once the bid opening is complete, staff will explore all budgeting tools and bring options to the committee for discussion and recommendation. The ITB is attached for review.

Recommendation

Staff requests the Committee to recommend to the City Council the letting of the Invitation To Bid (ITB) for the Construction of the Public Works Materials Storage Shed.

Attachments

• Invitation To Bid (ITB) the Construction of the Public Works Materials Storage Shed



INVITATION TO BID THE CONSTRUCTION OF THE PUBLIC WORKS MATERIALS STORAGE SHED

Deadline:				

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UNITED CITY OF YORKVILLE, ILLINOIS LEGAL NOTICE INVITATION FOR BID

The United City of Yorkville, Illinois will accept sealed bids for the Construction of the Public Works Material Storage Shed.

Sealed bids will be received at the address listed below until ______local time. Bids will be publicly opened and read aloud at ______. Proposals not physically received by the date and time listed above will be returned, unopened to the firm. Emailed or faxed bids will not be accepted.

All proposals should be addressed to:

United City of Yorkville

Re: (vendor name)

Invitation to Bid _____

Attention: Carri Parker, Purchasing Manager

800 Game Farm Road

Yorkville, IL 60560

Proposal packets are available online at http://www.yorkville.il.us. The link can be found under the Business Tab-Bids & RFPs. Additional packets may be picked up at the United City of Yorkville City Hall, 800 Game Farm Road, Yorkville, IL 60560. Please contact the Purchasing Manager to schedule a time to pick up the packet.

Bidders are advised of the following requirements of this contract: 1. Applicability of Illinois Prevailing Wage Act, 2. 10% bid security with the bid submittal, 3. performance bond on award of contract, and 4. labor and material payment bond on award of contract.

Any questions regarding this Legal Notice or actual bid specifications shall be directed to Carri Parker, Purchasing Manager in writing at cparker@yorkville.il.us not less than ten (10) business days prior to the scheduled bid opening date.

The bidder shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and City which may in any manner affect the preparation of bids or the performance of the contract.

Carri Parker Purchasing Manager

UNITED CITY OF YORKVILLE, ILLINOIS INSTRUCTIONS TO BIDDERS - GENERAL CONDITIONS

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

- 1. Forms All bids must be submitted on the forms provided, complete with all blank spaces filled in and properly signed in ink in the proper spaces and submitted in a sealed envelope. All bid forms may be obtained from the United City of Yorkville City Hall, 800 Game Farm Road, Yorkville, IL 60560. Please contact the Purchasing Manager to schedule a time to pick up the packet. When completed deliver to the United City of Yorkville City Hall, Attn. Carri Parker, Purchasing Manager, 800 Game Farm Road, Yorkville, IL 60560 prior to the bid opening date and time. Bids must be identified as such on the outside of the sealed envelope by marking the envelope "SEALED BID" and with the following information: Company's name, address, item bid, date and time of opening. Bidders may attach separate sheets for the purpose of explanation, exception, or alternative proposal and to cover required unit prices.
- 2. Submittal of Bid Bids must be submitted to the attention of the Carri Parker, Purchasing Manager at the above address no later than _____ AM on _____, ________, 2019. Bids arriving after the specified time will not be accepted. Mailed bids which are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope. Bidders should carefully consider all bid delivery options and select a method that will successfully deliver their bid by the required time and date.
- 3. Examination of Bid Forms, Specifications, and Site The bidder shall carefully examine the bid forms which may include the invitation to bid, instruction to bidders, general conditions, special conditions, plans, specifications, bid form, bond, contract, and any addenda to them, and sites of the proposed work (when known) before submitting the bid. The bidder shall verify all measurements relative to the work, shall be responsible for the correctness of same. The bidder will examine the site and the premises and satisfy themselves as to the existing conditions under which the bidder will be obligated to operate. Failure of the bidder to notify the City, in writing, of any condition(s) or measurement(s) making it impossible to carry out the work as shown and specified, will be construed as meaning no such conditions exist and no additional moneys will be added to the contract. The successful bidder must notify all utility companies that are a part of J.U.L.I.E. of the responsibility of each utility company to locate its utilities.

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

any charge for extra work or change in anticipated profits resulting from such failure or neglect.

- 4. Scope of Work The bidder shall supply al required supervision, skilled labor, transpiration, new materials, apparatus, and tools necessary for the entire and proper completion of the work. The bidder shall supply, maintain and remove all equipment for the performance of the work and be responsible for the safe, proper and lawful construction, maintenance and use of the same. This work shall be completed to the satisfaction of the City. The bidder shall provide adequate protection of the job site to protect the general public and adjacent property. The City is not responsible for site safety. The bidder is solely and exclusively responsible for construction means, methods, technologies and site safety.
- 5. <u>Interpretation of Bid Documents</u> Questions regarding bid documents, discrepancies, omissions, or intent of the specifications or plans shall be submitted in writing to the Purchasing manager at cparker@yorkville.il.us at least ten (10) working days prior to opening of bids to provide time for issuing and forwarding an addendum. Any interpretations of the Contract Documents will be made only by addendum duly issued or delivered by the City to each person receiving a set of bid documents. The City will not be responsible for any other explanations for interpretations of the Contract Documents.

Letters, requested interpretations, clarifications, and/or explanations shall be so noted on the outside of the envelope and on the first page of the letter with the words, INTERPRETATION REQUEST. Letters not properly marked will not be considered as a formal request. Any letter received within ten working days of the bid date will be returned unopened.

- 6. <u>Bid Guarantee</u> Unless specifically waived, each bid shall be accompanied by a bid security in an amount of ten percent (10%) or such other percentage as stated in the supplementary conditions of the full amount of the bid in the form of a certified or bank cashier's check or bid bond. In a reasonable time after the bid opening, bid deposits of all except the three lowest responsible bidders will be released. The remaining deposits will be released after the successful bidder has entered into the contract and furnished the required insurance and bonds. The bid deposit shall become the property of the City if the successful bidder within fourteen (14) days from awarding the contract refuses or is unable to comply with the contract requirements, not as a penalty, but as liquidated damages.
- 7. Receiving Bids Bids received prior to the time of opening will be securely kept, unopened. The Purchasing manager, whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will be attached to the Purchasing manager or the City for the premature or nonopening of a bid not properly addressed and identified, except as otherwise provided by law.
- 8. <u>Late and Fax Bids</u> Bids arriving after the specified time, whether sent by mail, courier, or in person, will not be accepted and will be refused and returned unopened. It is the bidder's responsibility for timely delivery regardless of the methods used. Mailed bids which are delivered after the specified hour will not be accepted regardless of postmarked

- time on the envelope. Facsimile machine transmitted bids will not be accepted, nor will the City transmit bid documents to prospective bidders by way of a facsimile machine.
- 9. <u>Completeness</u> All information required by the Invitation to Bid must be supplied to constitute a responsive bid. The Bidder's submittal shall include the completed Bid Sheet found in the contract documents. The City will strictly hold the bidder to the terms of the bid. The bid must be executed by a person having the legal right and authority to bind the bidder.
- 10. <u>Error in Bids</u> When an error is made in extending total prices, the unit bid price and/or written words shall govern. Otherwise, the bidder is not relieved from errors in bid preparation. Erasures in bids must be explained over signature of bidder.
- 11. Withdrawal of Bids A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the Purchasing manager prior to the specified time of opening. After the opening, the bidder cannot withdraw or cancel his bid for a period of forty-five (45) calendar days, or such longer time as stated in the bid documents.
- 12. <u>Bidder Interested in More than One Bid</u> Unless otherwise specified, if more than one bid is offered by any one party, by or in the name of his or their agent, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to other bidders is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work, materials, or supplies.
- 13. <u>Bidder's Qualifications</u> No award will be made to any bidder who cannot satisfy to the City that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The City's decision or judgment on these matters shall be final and binding. The City may make such investigations as it deems necessary. The bidder shall furnish to the City all information and data the City may request for the purpose of investigation.
- 14. **<u>Bid Award for All or Part</u>** Unless otherwise specified, bids shall be submitted for all of the work or items for which bids are requested. The City reserves the right to make award on all items, or any of the items, according to the best interests of the City.
- 15. <u>Samples</u> Samples or drawings requested shall be delivered and removed at no cost to the City. The City shall not be responsible for damage to samples. Samples shall be removed by the bidder within thirty (30) days after notification. Samples must be submitted prior to the time set for the opening of bids.
- 16. Equipment or Materials Each bidder shall submit catalogs, descriptive literature, and detailed drawings necessary to fully describe those features or the material or work not covered in the specifications. The parts and materials bids must be of current date (latest model) and meet specifications. This provision excludes surplus, remanufactured, and used products except as an alternate bid. The brand name and/or manufacturer of each item proposed must be clearly stated in the bid. Guarantee and/or warranty information must be included with this bid.

- 17. <u>Toxic Substance</u> Prior to delivery of any material which is caustic, corrosive, flammable or dangerous to handle, the supplier shall provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid (Material Safety Data Sheet).
- 18. <u>Delivery</u> Where applicable all materials shipped to the City must be shipped F.O.B. delivered, designated location, Yorkville, Illinois. If delivery is made by truck, arrangements must be made in advance by the bidder, with concurrence by the City, for receipt of the materials. The materials must be delivered where directed. Truck deliveries will be accepted at the Public Works Facility between 7:00 AM and 3:30 PM and at all other City locations 8:00 AM and 4:00 PM, weekdays only.
- 19. <u>Estimated Bid Quantities</u> On "Estimated Quantities", the City may purchase more or less than the estimates. The Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.
- 20. <u>Trade Names Alternative Bid</u> When an item is identified in the specifications by a manufacturer's or trade name or catalog number, the bidder shall bid upon the item so identified.

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

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

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

21. <u>Price</u> — Unit prices shall be shown for each unit on which there is a bid as well as the aggregate price and shall include all packing, crating, freight and shipping charges, and cost of unloading at the destination unless otherwise stated in the bid.

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

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

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

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

- 23. <u>Award or Rejection</u> The City reserves the right to reject and/or award any and all bids or parts thereof and to waive formalities and technicalities according to the best interests of the City. Any bid submitted will be binding for forty-five (45) days subsequent to the date of the bid opening. A contract will be awarded to the lowest responsible bidder complying with the conditions of the contract documents only when it is in the best interest of the City to accept the bid. The City shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any and/or all bids or parts thereof.
- 24. Execution of Contract The successful bidder shall, within fourteen (14) days after notification of the award: (a) enter into a contract in writing with the City covering all matters and things as are set forth in the specifications and his bid and (b) carry insurance acceptable to the City, covering public liability, property damage, and workmen's compensation.

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

25. <u>Performance and Labor and Material Payment Bonds</u> – Unless specifically waived or amended in the Special Conditions, the successful bidder shall furnish at the time of execution of the contract a performance bond for the full amount of the contract acceptable in form and surety to the City to guarantee the completion of any work to be performed by the contractor under the contract

Unless specifically waived or amended in the Special Conditions, the successful bidder shall furnish at the time of execution of the contract a bond for the full amount of the contract acceptable in form and surety to the City conditioned upon the faithful performance and completion of the contract, payment of material used in such work, and for all labor performed in such work including by subcontractors.

In the event that the bidder fails to furnish the bonds within 14 days after notification of the award, then the bid guarantee shall be retained by the City as liquidated damages and not as a penalty. It is agreed that the sum is a fair estimate of the amount of damages that the City will sustain due to the bidder's failure to furnish the bonds.

- 26. <u>Compliance with All Laws</u> All work under the contract must be executed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations which may in any manner affect the preparation of the bid or performance of the contract.
- 27. Prevailing Wage Not less than the prevailing rate of wages as established by the City shall be paid by the Contractor and each subcontractor to its laborers, workers, and mechanics constructing public works under this contract as determined by the Illinois Department of Labor pursuant to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.). It shall be the responsibility of the Contractor to monitor the prevailing wage rates for any increase in rates during the contract and adjust wage rates accordingly. The current prevailing wage rates are available on the Illinois Department of Labor web site at www.state.il.us/agency/idol.

The Contractor and its subcontractors shall comply with Section 5 of the Act that requires the Contractor and its subcontractors to submit to the City monthly certified payroll records along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor or subcontractor is aware that filing records it knows to be false is a Class B misdemeanor. Each month's certified payroll(s) must be filed with the City before the end of the next month or prior to payment by the City for work that includes that payroll.

- 28. Compliance with the Substance Abuse Prevention on Public Works Projects Act The Contractor and its Subcontractors shall comply with the Substance Abuse Prevention on Public Works projects Act (820 ILCS 265/1 et seq.) and prior to commencing work on a "public works" project (as defined in the Prevailing Wage Act) file with the City its program to comply with the Act or file that portion of its collective bargaining agreement that deals with the matters covered by the Act.
- 29. <u>Equal Employment Opportunity</u> During the performance of the contract and/or supplying of materials, equipment, and suppliers, bidder must be in full compliance with all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal opportunity requirements.
- 30. <u>Contract Alterations</u> No amendment of a contract shall be valid unless made in writing and signed by the City Manager or his authorized agent.
- 31. **Notices** All notices required by the contract shall be given in writing.
- 32. Nonassignability The Contractor shall not assign the contract, or any part thereof, to any other person, firm, or corporation without the previous written consent of the City Manager. Such assignment shall not relieve the Contractor from his obligations or change the terms of the contract.
- 33. <u>Default</u> The City may terminate a contract by written notice of default to the Contractor if:
 - fails to make delivery of the materials or perform the services within the time specified in the proposal, or
 - fails to make progress so as to endanger performance of the contract, or

• fails to provide or maintain in full force and effect, the liability and indemnification coverages or performance bond as required.

If the City terminates the contract, the City may procure supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for similar supplies and services, unless the Contractor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

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

43. Bid Schedule –

Selection Process Steps	Estimated Date(s)
Public Works Committee Approval to Release Bid	
City Council Approval to Release Bid	
Release of Invitation to Bid (ITB)	
Pre-Bid Meeting (Optional)	
Final Date for Contractors to Submit Questions	
Proposals Due	
Public Works Committee Contract Approval	
City Council Contract Approval	

UNITED CITY OF YORKVILLE, ILLINOIS SPECIAL CONDITIONS

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

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

The City may make such investigations as it deems necessary, and the Bidder shall furnish to the City under oath, if so required, all such information and data for this purpose as the City may request. A responsible Bidder is one who meets all of the following requirements:

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

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

- 2. Basis of Payment. The Contractor shall submit with each payment request the Contractor's Partial Waiver of Lien for the full amount of the requested payment. Beginning with the second payment request, and with each succeeding payment request, the Contractor shall submit partial waivers of lien for each subcontractor and supplier showing that the amount paid to date to each is at least equivalent to the total value of that subcontractor's work, less retainage, included on the previous payment request. The Contractor's request for final payment shall include the Contractor's Final Waiver of Lien which shall be for the full amount of his Contract, including any change orders thereto, and Final Waivers of Lien from all subcontractors and suppliers for which Final Waivers of Lien have not previously been submitted.
- 3. Project Acceptance Procedures. All final pay item quantities shall be agreed upon between the City and the Contractor, and a final invoice shall be submitted by the Contractor, complete with all required waivers of lien and surety. Approval of the final pay estimate by

the Director of Public Works shall constitute acceptance of the project by the United City of Yorkville, and written notice of such action shall be given to the Contractor. The date of approval of the final pay estimate shall be the Date of Acceptance and shall also be the date of the Start of Guarantee.

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

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

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

- 5. Maintenance Bond. The Maintenance Bond shall be in a penal sum of twenty percent (20%) of the final Contract amount for a period of one (1) year after the date of acceptance of the entire project. The Contractor may elect to reduce the Performance Bond, and the Labor and Material Bond to twenty percent (20%) of the final Contract amount in lieu of a separate Maintenance Bond. Such bond shall guarantee the work against defective workmanship and materials for a period of not less than one (1) year following acceptance of work.
- 6. *Termination of Contract*. The United City of Yorkville reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event that sufficient funds to complete the Contract are not appropriated by the Board of Trustees of the United City of Yorkville.

The United City of Yorkville further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract, or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event of default and termination, the United

City of Yorkville may procure, upon such terms and in such manner as the United City of Yorkville may deem appropriate, supplies or services similar to those so terminated.

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

- 7. *Notification of Work*. The Contractor shall notify the City's Director of Public Works 48 hours prior to commencement of work and 24 hours prior to each inspection at 630.878.7102.
- 8. *Cleaning*. During construction, the Contractor and his subcontractors shall remove from the premises, rubbish, waste material, and accumulations, and shall keep the premises clean. The Contractor shall keep the premises clean during construction to the satisfaction of the Director of Public Works.
- 9. Restoration. The calculation of quantities and limits of Restoration which will be allowed for payment will be in accordance with the "Standard Specifications." Restoration, fill sand, stone, etc., required outside of the limits as indicated in the Contract Documents will be considered incidental to the Contract. The Contractor shall at all times maintain all equipment and materials within the limits of restoration as specified.
- 10. Removal and Replacement. All removal and replacement items will be marked and measured for payment prior to removal by the Contractor. Any removal beyond these lines will be replaced to the satisfaction of the Director Public Works with no additional compensation.
- 11. Business/Resident Notification. The Contractor shall not close any street or private driveway without the consent of the Director of Public Works, and the proper notification of the affected business/resident.
- 12. *Use of Fire Hydrants*. No fire hydrants shall be used to obtain water for non-emergency use. Contact the City's Director of Public Works at 630.878.7102 for access.

UNITED CITY OF YORKVILLE, ILLINOIS INSURANCE REQUIREMENTS

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

I. Minimum Scope Of Insurance

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability Occurrence Form CG 0001 with the City named as additional insured; on a form at least as broad as the endorsement in paragraph 10 including ISO Additional Insured Endorsement CG 2026, CG 2010.
- B. Owners and Contractors Protective Liability (OCP) policy is required with the City as insured (for contracts with subcontractors and projects that are inherently dangerous).
- C. Insurance Service Office Business Auto Liability Coverage Form Number CA 0001, Symbol 01 "Any Auto."
- D. Workers' Compensation as required by the Worker's Compensation Act of the State of Illinois and Employers' Liability insurance.
- E. Builder Risk Property Coverage with City as loss payee.

II. Minimum Limits Of Insurance

Contractor shall maintain limits no less than if required under above scope:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- B. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Businesses Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.
- E. Builder's Risk shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed value, replacement cost basis. (Protection against loss of materials during construction, renovation, or repair of a structure.)
- F. Umbrella Excess Insurance: \$3,000,000. "Following form" of the underlying and excess policies including listing the City as an additional insured.

III. Deductibles And Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, agents, employees, and volunteers; or the Contractor

shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

IV. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages

- 1. The City, its officials, agents, employees, volunteers and Engineering Enterprises, Inc. are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, agents, employees, volunteers and Engineering Enterprises, Inc.
- 2. The Contractor's insurance coverage shall be primary as respects the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, agents, employees, and volunteers.
- 4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the City, its officials, agents, employees, and volunteers as additional insureds.
- 6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

B. All Coverages

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage, or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

V. Acceptability Of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII, and licensed to do business in the State of Illinois.

VI. Verification Of Coverage

Contractor shall furnish the City with certificates of insurance naming the City, its officials, agents, employees, volunteers and Engineering Enterprises, Inc. as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved

by the City before any work commences. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated in paragraph 10, such as ISO Additional Insured Endorsements CG 2026 or CG 2010. The City reserves the right to request full certified copies of the insurance policies and endorsements.

VII. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. <u>Assumption Of Liability</u>

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier, or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

IX. Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the City, its officials, agents, and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost, and expenses, which may in anywise accrue against the City, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may anywise result therefore, except that arising out of the sole legal cause of the City, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

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

X. Additional Insured Endorsement

The "WHO IS AN INSURED" section of the policy/coverage document shall be amended to include as an insured, the City, but only with respect to liability arising out of your work. For purpose of this endorsement, "arising out of your work" shall mean: (1) Liability the Additional Insured may incur resulting from the actions of a contractor it hires, (2) Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work, (3) Liability the Additional Insured may incur for failure to maintain safe worksite conditions, and (4) Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

GENERAL SPECIAL PROVISIONS

XI. Location of improvements

The Public Works Materials Storage Shed will be located at 610 Tower Lane, United City of Yorkville, Kendall County, Illinois. The project limits are defined in the plans.

XII. Description of improvements

This project consists of completing improvements in accordance with the United City of Yorkville Public Works Storage Facility Plans and all applicable specifications. These improvements include but are not limited to pavement and concrete slab removal, installation of new concrete pavement, concrete footings, concrete walls, construction of a 30'x80', 5-bay wood-frame and metal-sided material storage building and other ancillary work necessary to complete this contract.

XIII. Subcontractor approval

Prior to awarding the contract to the lowest qualified bidder, the selected general contractor must submit a list of all subcontractors and material suppliers for approval by the City. The City reserves the right to reject any subcontractor or material supplier for any reason. This same requirement applies to any subcontractor or material supplier being substituted for another after construction has started.

XIV. Construction observation

Prior to the installation of any material, construction observation and any required testing shall be coordinated with Engineering Enterprises, Inc. (EEI). The Engineer will require a minimum of 48 hours notice prior to the scheduling of any such work items and a minimum of 24 hours notice prior to the cancellation of any proposed work items that have been scheduled for observation. The contact for EEI shall be provided at the pre-construction conference.

XV. Control of work and prosecution and progress

It is the intent of the United City of Yorkville that the project be constructed in an orderly and timely manner. The Contractor shall take special note of the provisions of Article 105.05, Article 108.01 and Article 108.02 of the Standard Specifications, which shall be adhered to.

The work on this project shall be completed by November 1, 2019. No extensions will be permitted in accordance with Article 108.08(b) of the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016. Should the Contractor fail to complete the work by November 1, 2019, he/she will be held liable to the United City of Yorkville pursuant to amounts specified in the Supplemental Specification for Section 108 "Prosecution and Progress."

XVI. <u>Pre-bid site visit</u>

All bidders are encouraged to visit the site prior to preparation of bid. Submission of the bid is

acknowledgement that the Bidder is aware of and accepting of existing conditions prior to the installation of the improvements.

XVII. Pre-construction conference

Following the award of the Contract, the Contractor will be required to attend a Preconstruction Conference prior to beginning work. At that time, the Contractor will be required to furnish as a minimum, but not limited to: Written progress schedule, Names of Project Manager and Field Superintendent, names of Sub Contractors and material suppliers, name of person responsible for traffic control installation and maintenance, and name of the contact person and emergency phone numbers of the Contractor's representative for contact after construction hours.

A Preconstruction Conference Notice will be sent to the Contractor to notify him/her of the complete listing of items to be furnished at the meeting, as well as the time and location of the meeting and the required personnel.

XVIII. Construction debris

The following shall be added to the third paragraph of Article 202.03 of the Standard Specifications:

"The Contractor shall not conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair, and demolition of utilities structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place of origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner, and operator of the facility where the debris or soil was transferred, disposed, recycled, or treated. This documentation must be maintained by the Contractor for 3 years."

XIX. Construction restrictions

All engines and engine driven equipment used in relation to this project shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive noise. Construction shall not be permitted between the hours of 8:00 p.m. to 7:00 a.m. during standard weekdays (excluding holidays). These hours shall be amended to 5:00 p.m. to 7:00 a.m. on Saturdays and no work on Sundays or Holidays. Any requested variations to these hours shall be approved by the City in writing, in advance of any operations outside of the hours detailed above.

XX. Uncontaminated soil disposal

Any excavated material that meets the requirements of disposal at a CCDD facility and not needed for backfill or embankment shall be removed and disposed of off the site at a location or locations provided by the Contractor. The cost of removal, transportation and disposal of the excavated material ("uncontaminated soil") is considered incidental to the pay item requiring excavation.

A signed LPC-663 form with supporting documentation is attached. Any additional testing or documentation beyond what is provided with the LPC-663 and preliminary analysis that is

necessary to dispose of the material shall be the Contractor's responsibility. The LPC-663 was completed in 2015 and attached to the form is a cover letter stating that there have been no changes to the site since the original LPC-663 form was completed. Fox Ridge Stone in Oswego, IL has indicated that they will accept the material based on this documentation.

If the Contractor chooses to dispose of the material at a permitted CCDD facility, the Contractor shall coordinate with said facility or facilities prior to bidding to determine if the information provided with the LPC-663 is adequate. The Engineer should be informed immediately of any deficiencies.

XXI. Location of existing utilities

Existing public and private utilities are shown on the plans according to information obtained from utility companies, municipalities, and surveys. The Contractor shall familiarize himself/herself with the location of all utilities and structures that may be found in the vicinity of the construction and assume responsibility for all utilities whether shown or not and must realize that the actual locations and/or elevations of the utilities may be different than indicated.

It is understood and agreed that the Contractor has considered in his/her bid all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for any delays, inconvenience or damage. It is also suggested that the Contractor call the concerned utility companies for further information. Contractor shall bring to the attention of the Engineer any potential conflicts after receiving all necessary JULIE information. In areas where JULIE locates reveal potential conflicts, the Contractor shall field verify the depth of these utility crossings. In any such area, the Engineer will verify if potential adjustments to the proposed utility installations will be required.

All overhead utilities and associated poles shall be temporarily supported when working nearby.

Should any damages occur due to the Contractor's negligence, repairs shall be made by the Contractor at his/her expense in a manner acceptable to the Engineer.

XXII. Protection of existing drainage facilities

During construction, if the contractor encounters or otherwise becomes aware of any sewer, underdrains or field drains within the right-of-way other than those shown on the plans; he shall so inform the Engineer. The Engineer shall direct the work necessary to maintain or to replace the facilities in service and to protect them from damage during construction if to be maintained. Existing facilities to be maintained that are damaged because of non-compliance with this provision shall be replaced at the Contractor's own expense.

XXIII. Cooperation between contractors

Other contracts and/or contractors may simultaneously be in process and working within or adjacent to the subject project improvement site limits and the Contractor shall take special note of the applicable provisions of Section 105 and of particular, Article 105.08 of the Standard Specifications which shall be adhered to.

XXIV. Incidental work

All work shown on the Plans, described in the applicable specifications or in these Special Provisions and not covered by a pay item, will be considered as included in the cost of the Contract.

XXV. Notification to utilities

The Contractor shall notify all utility companies including the local electrical, telephone, gas and the United City of Yorkville, a minimum of 72 hours prior to beginning any construction. The Contractor shall then have the responsibility to determine from the public utility companies the locations of underground pipes, conduits or cables adjoining or crossing the construction area.

XXVI. Keeping roads open to traffic

All roads shall remain open during construction. All work associated with this shall be included in the cost of the Contract.

XXVII. <u>Maintenance of roadways, drives and parking areas</u>

The Contractor shall be responsible for repair of any damage to existing roadways, drives and parking areas within the project limits. There will be no additional payment for any repairs necessary due to the Contractor's operations.

XXVIII. Working environment

It is the sole responsibility of the Contractor, not the Owner or Owner's representative, to ensure a safe working environment and to comply with all applicable OSHA, or other, safety requirements.

XXIX. Mobilization

This contract contains no provisions for mobilization. Therefore, article 671 of the Standard Specifications is deleted.

XXX. Construction staking and marking

Construction staking and marking, establishing the location, alignment, elevation and grade of the work, shall conform to article 105.09 of the Standard Specifications. Requests for control information must be made 72 hours prior to the date needed. Construction staking will be discussed at the preconstruction meeting prior to commencement of work, at which meeting the proper contact information will be provided. The costs for construction staking are the responsibility of the Contractor. This will not be paid for separately but shall be considered incidental to the cost of the project. This special provision shall take precedence over any other references to construction layout in the plans or specifications.

XXXI. Submittals

Shop drawings, cut sheets and or mix designs shall be submitted for the following items:

- Concrete Mix Design
- Quality Control Plan
- Pre-Engineered Post Frame Building System

XXXII. Retention

Ten percent (10%) retention will be held on the project until all construction items have been satisfactorily completed. Retention will be reduced to 0% once all punch list items are completed (as determined by the City Engineer).

XXXIII. Pay item special provisions

A. Concrete Slab and Pavement Removal

This work shall consist of saw cutting, removing and off-site disposal of the existing concrete slab or hot-mix asphalt pavement as required for the construction of the proposed material storage shed.

This work shall also consist of excavation of any material measured down to a depth of 10 inches below the proposed concrete slab finished grade, per the grades indicated on the drawings. The excavated material is to be disposed of off-site. Once subgrade is achieved the subgrade shall be proof rolled prior to aggregate base course installation.

This work will be paid for at the contract unit price per square yard for CONCRETE SLAB REMOVAL or PAVEMENT REMOVAL which price shall include the excavation and disposal of material.

B. Aggregate Base Course, 4"

This work shall consist of furnishing and placing new aggregate base course prior to concrete slab construction operations in the areas designated on the plans and in accordance with Sections 202 and 311 of the Standard Specifications.

All aggregate base course placed shall be mechanically compacted in maximum one-foot lifts.

This work will be paid for at the contract unit price per square yard for AGGREGATE BASE COURSE, 4" which price shall include the excavation and disposal of any unsuitable material.

C. Cast-In-Place Concrete

This work shall consist of excavation, furnishing and placing concrete, backfilling and compacting fill material above and adjacent to the footing and concrete walls as shown on the plans and in accordance with the applicable parts of Divisions 400 and 500 of the Standard Specifications, American Concrete Institute (ACI) 318 and ACI 301, latest editions, the

"Foundation Plan Sections & Notes" detail in the plans, and with these Special Provisions. The notes and details in the plans shall supersede any Standards and Provisions referenced herein.

A delivery ticket shall be required for each load of concrete delivered to the site and must be presented at the time of the concrete pour. The information recorded on each delivery ticket shall be in accordance with Sections 109 and 1020 of the Standard Specifications.

All concrete shall be mixed with Sika Fibermesh 650 synthetic fibers or an approved equal conforming to ASTM C1116 Type III and ACI 318.

All exposed areas of concrete shall be treated with W.R. Meadows Pentreat 244-40 Water Repellent Sealer or approved equal.

The Contractor shall comply with the requirements of the IDOT Recurring Special Provisions for Check Sheet #24 Special Provision for Quality Control of Concrete Mixtures at the Plant and Check Sheet #25 Special for Quality Control/Quality Assurance of Concrete Mixtures.

The excavation, concrete, associated reinforcement, including reinforcement bars and synthetic fibers, sealer and backfill shall not be measured separately but shall be included in the Lump Sum price.

This work will be paid for at the contract unit price per Lump Sum for CAST-IN-PLACE CONCRETE which price shall include excavation, furnishing, placing, and reinforcing the concrete and backfilling and compacting the fill material as shown in the plans and on Contractor shop drawings to be submitted to the architect for review prior to fabrication. Any excavated material used on site will not be paid for separately.

D. Pre-Engineered Post Frame Building Systems

General

The metal building systems included in this section were designed around Wick Buildings. If another manufacturer is submitted other than Wick Buildings, Contractor to prepare and submit to the Engineer for approval as part of his bid, a detailed list of all exceptions to the following specifications and engineering plans of the building proposed to be furnished and installed. Such changes, if approved, shall be accomplished at no additional cost to the Owner and time extensions associated with the changes will not be approved by the Engineer. The Contractor will reimburse the Owner and Engineer for review or redesign services associated with re-approval. The Contractor shall assume the cost of, and responsibility for, satisfactorily accomplishing the necessary changes corresponding to the dimensions and characteristics of the building submitted by the Contractor and approved by the Engineer.

- 1. This Section Includes the following:
 - A. Factory fabricated Pre-Engineered wall column.
 - B. Factory fabricated Pre-Engineered roof rafters.
 - C. Factory fabricated Pre-Engineered siding panels and metal roofing.
 - D. Factory fabricated Pre-Engineered building system accessories including, but not limited to, doors and windows.

- E. Prefinished metal trim items.
- F. Prefinished ridge vents and soffits.
- G. Prefinished gutter and downspouts.

2. Reference Standards:

- A. Preservative Treated Lumber
 - i. American Wood Preservers Association (AWPA)
 - ii. Treated item shall comply with AWPA standard C15 minimum.
 - iii. Treated items shall bear the quality mark with appropriate specification information, along with and stamped by the participating mill or agency involved.

B. Framing Lumber

- i. Lumber grading rules and wood species
 - a. National Design Specifications for Wood Construction, current edition.
 - b. Northeastern Lumber Manufacturer's Association, Inc. (NELMA).
 - c. Southern Pine Inspection Bureau (SPIB): Southern Pine.
 - d. West Coast Lumber Inspection Bureau (WCLIB): Douglas Fir.
 - e. Western Wood Products Association (WWPA): Douglas Fir and Ponderosa Pine.

C. Wood LVL Rafters

- i. Contractor must submit manufacturer's descriptive literature indicating material composition, thickness, dimensions, loading and fabrication details.
- ii. LVL rafters shall be qualified to ASTM D5456 by APA -The Engineered Wood Association.
- iii. LVL rafters shall be pressure bonded, lap-jointed wood veneers, with grain of veneers running parallel in the long direction.
- iv. LVL rafters shall be designed by the contractor or manufacturer in accordance with the applicable building codes. All rafter designs must be accompanied by complete and accurate shop drawings and contain the following information:
 - a. Slope or depth, span and spacing of the rafter.
 - b. Heel bearing height.
 - c. Design loading.
 - d. Adjustments to lumber and fastener design values for conditions of use.
 - e. Fastener type, thickness of gauge, and size.
 - f. Lumber size, species and grade for each member.

3. System Description:

- A. Clear span frame coordinate with drawings.
- B. Primary framing wood roof rafters and columns.
- C. Secondary framing purlins, girts, bracing and other items as required.
- D. Wall and roof systems preformed metal panels.

4. Design Requirements:

- A. Coordinate building loads. Refer to design load tables on plans.
- B. Building Code: IBC, International Building Code
- C. Including unbalanced roof loads required by the most current version of ASCE-7

5. Submittals:

- A. Supply four (4) sets of the following bearing a Professional Engineering Seal registered in the State of Illinois:
 - i. Complete detailed shop and erection drawings indicating size and location of each building component and part. Certify that specified roof and wind load requirements are met.
 - ii. Rafter engineering calculations and design calculation should include the following:
 - a. Bending moments and axial forces for each member.
 - b. Basic plate design values.
 - c. Design analysis for each joint indicating that proper plates have been used.
 - d. Successful bidder shall provide written proof of a third-party inspection program in force for the rafter manufacturer used on project.
 - iii. Standard color chart supplied by Manufacturer for the owner/engineer to choose from.
 - iv. Brochures/details/samples of specialty accessory products used or specified on this project.

6. Quality Assurance:

- A. Building package by a Pre-engineered building Manufacturer with 50 years of doing business.
- B. Building Manufacturer must own manufacturing facilities.
- C. Exterior fastened steel panel shall be roll-formed in Manufacturer's manufacturing facility.
- D. Columns shall be factory fabricated by Manufacturer, in their manufacturing facility. They shall not be manufactured or assembled on-site.
- E. Rafters shall be factory fabricated by Manufacturer, not the contractor.
- F. Building package shall be supplied by a pre-engineered building Manufacturer, with fully staffed engineering department. All structural components shall be supplied by a source with one warranty.
- G. All building packages shall be delivered by the Manufacturer's trucks and personnel.
- H. Package (shell) erection shall be supervised by Manufacturer's representative builder or Manufacturer employed field superintendent.

7. Qualifications:

- A. Structural components shall be designed under direct supervision of a Professional Engineer employed by the Manufacturer.
- B. An adequate number of skilled work people shall be employed who are thoroughly trained and experienced in the necessary skills. They will be completely familiar with the specified requirements and methods for proper performance of work.

8. Regulatory Requirements:

- A. All applicable building codes and/or ordinances covering this work shall be the responsibility of the contractor.
- B. Work together with regulatory agencies or authorities to provide data as requested.
- C. Panels shall not be stored such that they are in contact with any other material that could create staining or discoloration.

9. Environmental Requirements:

- A. Material packaging for minimum natural resource waste on project.
- B. Building delivery package materials must be reused in the building system, i.e., metal panel cribbing 2x's used as part of secondary framing systems (nonstructural.)

10. Delivery, Storage and Handling:

- A. Prefabricated components, i.e., rafters, columns, steel sheathing and other items, shall be delivered and stored so they will not be damaged or deformed.
- B. Roofing and siding panels will be stored so water will drain freely.
- C. Panels shall not be stored such that they are in contact with any other material that could create staining or discoloration.

11. Warranty:

Contractor to warrant to the original owner, commencing on the date of its substantial completion and subject to limitations, exclusions and conditions set forth herein, as follows:

FOR FIFTY (50) YEARS

Free of Charge, Contractor will replace or repair, at its option, treated structural posts that fail because of insect damage or because of decay that occurs under normal conditions and proper use.

FOR FORTY (40) YEARS

Free of Charge, Contractor will replace or refinish, at its option, painted steel roofing or siding panels if the paint peels, cracks, checks, flakes, or blisters to an extent that is apparent by ordinary outdoor visual observation when exposed to normal weather and atmospheric conditions. Damage or loss resulting from exposure to atmospheric pollutants, including but not limited to animal waste or other corrosive conditions, is excluded under this warranty.

FOR THIRTY (30) YEARS

Free of Charge, Contractor will replace or refinish, at its option, painted steel roofing or siding panels should the color change or chalk more than the specifications shown in the following table:

	Vertical Installation	Non-Vertical Installation
Chalk (ASTM D-4214)	8	6
Color Change (ASTM D-2244)	5	7

FOR TWENTY (20) YEARS

Free of Charge, Contractor will replace or repair, at its option, acrylic coated Galvalume® steel roofing or siding panels should they rupture, perforate, or fail structurally when exposed to normal weather and atmospheric conditions. Damage or loss resulting from exposure to atmospheric pollutants, including but not limited to animal waste or other corrosive conditions, is excluded under this warranty.

FOR SEVEN (7) YEARS

Free of Charge, Contractor will repair leaks in steel roofing panels that result from defects in material or workmanship except those leaks occurring where the building is connected to an adjacent structure.

FOR FIVE (5) YEARS

Free of Charge, Contractor will replace or repair, at its option, those portions of the structural framework, including roofing and siding panels, damaged by wind or snow loads that do not exceed design specifications.

Free of Charge, Contractor will replace or repair, at its option, sliding doors damaged by wind or snow so long as the door is in a locked-open or locked-closed position when the damage occurs.

Free of Charge, Contractor will replace or repair, at its option, painted steel or acrylic coated steel roofing or siding panels perforated by hail.

FOR ONE (1) YEAR

Free of Charge, Contractor will repair any other defects in materials or workmanship.

Products

- 12. Building System Manufacturers:
 - A. Wick Buildings, 800-356-9682 WickBuildings.com
 - i. Mazomanie, Wisconsin
 - B. Other Systems Pre-approved Acceptable:
 - i. Approved equals meeting specification requirement sections 2,6,9,11,13 and 14.
 - ii. Must be approved 7 days prior to submission of the bid.
 - a. Lester
 - b. Morton

13. Materials – Framing:

- A. Sill Plate
 - i. 2"x8" #1 or better Southern Yellow Pine (SYP).
 - ii. This member shall be pressure treated with a wood preservative to a net retention as specified by the American Wood Preservers Association (AWPA) for ground contact conditions. Treatment shall be Osmose MicroPro copper Azol (MCA) with 15 pounds of preservative per cubic foot of wood. Member shall be Kiln dried to a maximum of 19% moisture content. The preservative shall penetrate 100% of the sapwood.

B. Columns

- i. Full Length Laminated Column
 - Factory fabricated from minimum 3 ply 2"x6" 2400 MSR Southern Yellow Pine (SYP). Columns shall be full-length (unspliced) nail laminated plys up through 20' with middle ply to have short truss support block. Columns over 20' length shall be spliced (a minimum of 3' length) with reinforced metal truss plates pressed in place over splice on the outside laminate. Refer to Section B, Reference Standards / 3. Wood rafters / letter c. referencing LVL construction.
 - a. Columns shall be pressure treated. This is in accordance with the "American Wood Preserves Association" (AWPA) standards latest edition, with a wood preservative to a net retention of .60 pounds per cubic foot of CCA Type C formulation.

C. Wood Rafters

- i. Rafters shall be constructed of surfaced lumber, smooth and free of all cracks and checks.
- ii. Plates: Connector plates shall be fabricated from ASTM A 653 SS, 20-gauge Grade 40, or 18-gauge, Grade 80, steel sheets galvanized with G-60 coating.
- iii. Design and fabricate rafters and connections to withstand designated snow and wind loads and all dead loads.
- iv. Fabricate rafters in plant, using mechanical or hydraulic fixtures as required to bring members into contact. Install plates in accordance with Manufacturer's instruction.

D. Baseboards

- i. 2"x8" #1 or better Southern Yellow Pine (SYP).
- ii. This member shall be pressure treated with a wood preservative to a net retention as specified by the American Wood Preservers Association (AWPA) for ground contact conditions. Treatment shall be Osmose MicroPro copper Azol (MCA) with 15 pounds of preservative per cubic foot of wood. Member shall be Kiln dried to a maximum of 19% moisture content. The preservative shall penetrate 100% of the sapwood.
- iii. This treated member shall be attached to columns with a minimum of 3 hot dipped galvanized nails (ASTM A153).

E. Wall Girts

i. 2"x6" 1650 MSR Spruce Pine Fir (SPF) as required by design at appropriate spacings.

F. Purlins and Truss Ties

i. 2"x4" 1650 MSR or better Spruce Pine Fir (SPF) as required by design dependent upon roof loading specification.

G. Wind Bracing

- i. Provide "T'd" 2"x6"/2"x4" 1650 MSR or better Spruce Pine Fir (SPF) from endwall column to first rafter back.
- ii. Provide 2"x4" 1650 MSR diagonal in roofline bracing as required by design.

H. Framing Around Openings

- i. Provide 2"x6"/2"x4" 1650 MSR or better Spruce Pine Fir (SPF) around personnel doors and windows.
- ii. Provide 2"x6"/2"x4" 1650 MSR or better Spruce Pine Fir (SPF) around overhead door openings.

I. Headers

i. Provide built-up Machine Stress Rated (MSR) or better wood headers per building manufacturer as required to meet proper loading.

J. Incidental framing

i. Provide 1650 MSR or better 2"x4" Spruce Pine Fir (SPF).

K. Bent Anchor Bolts: ASTM F 1554, Grade 36.

- i. Nuts: ASTM A 563 heavy hex carbon steel.
- ii. Washers: ASTM F 436 hardened carbon steel.
- iii. Finish: Hot-dip zinc coating, ASTM A 153/A 153M, Class C.

L. Column Anchor.

i. The building manufacturer will provide the bolt and bracket design for anchoring their building to the columns. The building manufacturer will supply stamped engineering to support their calculation for bolts and brackets.

14. Materials – Prefinished Materials:

A. Roofing Panel Options

- i. Exposed Fastened Steel Panels
 - a. All roofing panels shall be 29-gauge (.015 minimum thickness) steel with a G-90 galvanized zinc coating. Panels shall be a minimum structural strength ASTM A446 grade E, 82,000 PSI tensile strength. All panels shall include a zinc phosphate pre-treatment, and then covered with a total of 1.5 mil thick paint system. Paint system shall consist of a corrosion-resistant prime coat and an architectural finish coat of Ceram-A-Star 1050.
 - b. All metal roof shall be fastened with minimum of 1" color-matched EPDM washered #9 screw fasteners placed in the flat of the steel next to all major ribs along every row of girts and purlins. All fasteners shall be color-matched to wall and roof panels and trim.

B. Sidewall Siding

- i. Exposed Fastened Steel Panels
 - a. All siding panels shall be 29-gauge (.015 minimum thickness) steel with a G-90 galvanized zinc coating. Panels shall be a minimum structural strength ASTM A446 grade E, 82,000 PSI tensile strength. All panels shall include a zinc phosphate pre-treatment, and then covered with a total of 1.5 mil thick paint system. Paint system shall consist of a corrosion-resistant prime coat and an architectural finish coat of Ceram-A-Star1050.
 - b. All metal sidewall panels shall be fastened with minimum of 1" color-matched EPDM washered #9 screw fasteners placed in the flat of the steel next to all major ribs along every row of girts and purlins. All fasteners shall be color-matched to wall and roof panels and trim.

C. Metal Trim Items

- i. Trim: Roofing and siding panels shall be trimmed using painted trim with the same paint product specifications as the roofing and siding panels. Standard trim to be placed at all corners, ridge line, rake (intersection of roof and endwall), eave (intersection of roof and sidewall) and base (bottom of sidewall and endwall steel.) All standard trims, overhang fascias, track covers, slide door jambs and trims to be available in building panel covers. Overhead door trims and slide door jamb trims shall be one piece up to 16'. All other trims shall be a minimum of 12' in length to eliminate splices.
- ii. Fasteners: All framing lumber shall be fastened with 10d, 16d and 60d ring shank nails. All machine bolts used shall be a minimum grade 1, A307. All metal roof and sidewall panels shall be fastened with minimum of 1" color-matched EPDM washered #9 screw fasteners placed in the flat of the steel next to all major ribs along every row of girts and purlins. All fasteners shall be color-matched to wall and roof panels and trim.

D. Gutter and Downspouts

- i. If shown and specified on drawings, provide 5" style "K" gutter. Material shall be the same specification as trim.
- ii. Silicone sealant shall be used at laps to maintain leak prevention and to relieve stress due to thermal movement.
- iii. Provide 3"x4" downspouts with appropriate elbows and connector bands.

iv. Gutter shall be attached with screw fasteners and internal brackets of a maximum of 3' on center. Exposed nail heads are unacceptable.

15. Materials – Other:

- A. Closure Strips
 - i. Closed cell foam premolded to match configuration of panels.
- B. Sealant
 - i. Silicone sealant shall be used.

Execution

16. Examination:

- A. Verify that site conditions meet Manufacturer's requirements and design requirements for this region.
 - i. Verify that mechanical and electrical utilities are in correct position.

17. Erection – Framing – General:

- A. Erect framing in accordance with Manufacturer's established construction procedures.
- B. Make all components and building plumb, square, straight and true to lines.
- C. Provide adequate temporary bracing to assure structure remains plumb and square.
- D. Altering of structural members will not be permitted.

18. Erection Framing:

A. Columns

i. Position column over fastener on top of the concrete wall in accordance with the building manufactured recommendations.

B. Baseboards

i. Install 2"x8" treated plank, at grade, using Manufacturer recommended fasteners.

C. Wall Girts

- i. Install 2"x6" girts at centers called for on plan.
- ii. Install 2"x6" overhang nailer, if required, at the top.

D. Rafters

- i. Set rafters in place in the center member of the column using lifting methods as approved by the Manufacturer and use hangers as accessories as recommended by the manufacturer.
- ii. Brace rafters as recommended by Manufacturer.

E. Purlins

i. Install 2"x4" purlins at 24" on center and attach to rafters in accordance with rafter manufacturer recommendations.

F. Truss Ties

- i. Install 2"x4" truss ties at location recommended by Manufacturer.
- ii. Truss ties shall run from endwall to endwall.

G. Incidental Framing

i. Install 2"x4" or 2"x6" blocking as required according to building Manufacturers recommendations.

19. Erection – Prefinished Metals, General:

- A. In accordance with Manufacturer's established construction procedures, install prefinished metal parts.
- B. All components made to be plumb, square, straight and true to lines.
- C. Care shall be taken when cutting prefinished materials to ensure cuttings do not remain on finished surface.
- D. Fasteners shall be properly installed. Do not under- or overdrive.
- E. Components shall be properly installed to assure freedom from rattles.

20. Erection – Prefinished Metals:

A. Roofing Panels.

- i. Panels shall be installed perpendicular to supports aligned straight with end fascias.
- ii. Panels shall be fastened to purlins with 1" EPDM washered #9 screw fasteners.

B. Siding Panels

i. Panels shall be installed perpendicular to supports aligned level and plumb. Attach to wall girts and purlins with 1" EPDM washered #9 screw fasteners.

C. Trim Items

i. Trim items shall be installed at the base, at any wainscot transition, corners, top of steel siding, fascias, gables and ridge using appropriate 1" screw fasteners.

D. Ridges

- i. Use screw fasteners to install applicable vent option.
- ii. Insure that the minimum Manufacturer's clear throat opening is maintained.

E. Gutters and Downspouts

- i. Gutters shall be installed with concealed gutter brackets, with screw fasteners 36" on center.
- ii. Silicone sealant and silicone rubber gaskets shall be used at laps to maintain leak prevention and to relieve stress due to thermal movement.

F. Strips

i. Closed cell foam filler strips shall be provided at the top and bottom of the roofing panels.

21. Tolerances/Quality Assurance:

A. Framing Members.

i. Shall follow and adhere to the NFBA document "Accepted Practices for Post-frame Construction Framing Tolerances."

B. Siding and Roofing

i. Shall be installed in their "True Position."

This work will be measured and paid for at the contract price for Lump Sum for **PRE-ENGINEERED POST FRAME BUILDING SYSTEMS**. No additional compensation will be provided for additional materials required, labor, or warranties listed herein.

E. Bollard

This work shall consist of installation of bollards at the locations shown on the plans complete in place.

This work will be paid for at the contract unit price per each for **BOLLARD** which price shall include but is not limited to all excavation, concrete base, cement filled steel post, paint, disposal of excess material and all material, equipment and labor necessary to complete this work.

F. Restoration

The Contractor shall restore all areas disturbed during construction of the improvements or as part of any of his or her activities to a condition equal to or better than the original condition.

This work shall include the stripping, stockpiling, and replacement of topsoil as specified on the plans. Topsoil shall be defined as friable clay loam surface soil found in a depth of not less than six inches. Satisfactory topsoil is free of subsoil, clay lumps, stones and other objects, and without weeds, roots and other objectionable material.

Topsoil stripping and stockpiling shall be completed as follows:

- 1. Strip topsoil to whatever depths encountered in a manner to prevent intermingling with underlying subsoil or other objectionable material.
 - a. Remove heavy growths of grass from areas before stripping.
 - b. Where existing trees are indicated to remain, leave existing topsoil in place within drip lines to prevent damage to root system.
- 2. Stockpile topsoil in temporary construction easement as directed by Engineer. Construct storage piles to provide free drainage of surface water. Cover storage piles, if required, to prevent wind erosion.
- 3. Topsoil stockpiles are to remain separated from excavated material stockpiles throughout construction.

Topsoil replacement shall be completed as follows:

- 1. Preparation of subsoil
 - a. Prepare sub-soil to eliminate uneven areas and low spots. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes into level
 - b. Remove foreign materials, weeds and undesirable plants and their roots. Remove contaminated sub-soil.

2. Placing topsoil

- a. Spread topsoil to the depth that existed prior to disturbance. Chisel plow to a depth of 18 inches and rake topsoil until smooth.
- b. Place topsoil during dry weather and on dry unfrozen sub-grade.
- c. Remove vegetable matter and foreign non-organic material from topsoil while spreading.
- d. Grade topsoil to eliminate rough, low or soft areas, and to ensure positive drainage.

All ditches, parkways, and other grassed areas disturbed during construction shall be restored to their original shape, contour and condition. Seeding, including finish grade preparation of seedbed, fertilizer and planting shall be as set forth in Section 250 of the Standard Specifications. All disturbed areas must be covered with mulch hydraulically per method 3 as described in Section 251 of the Standard Specifications. The seeding mixture used shall be Class 1A (lawn mixture salt tolerant). Topsoil (six-inch (6") minimum thickness) shall be provided.

The Contractor shall be responsible for maintaining all restored areas until such a time as the City accepts these areas. This acceptance will be granted after the Contractor has both fulfilled the minimum required maintenance items and has established a stand of grass (where required) which meets the acceptance standards set forth in these Special Provisions.

Acceptance of seeded areas will be determined by inspection by the City and Engineer. In order for an area to be accepted, it shall conform the following:

- 1. Grass shall display a reasonably uniform distribution of grass plants
- 2. Grass shall display vigorous growth and be green and healthy in appearance.

Areas having bare spots larger than one (1) square foot will not be accepted. In this situation, the bare spots must be re-seeded in accordance with seeding and maintenance specifications.

The Contractor shall have a representative on the job at all time when work is being performed.

Additional areas damaged by machinery, construction equipment, Contractor negligence or over-excavation beyond the limits shown on the plans shall be repaired in accordance with this Special Provision, at the Contractor's expense.

Unless otherwise listed for payment separately, all work under the general heading **RESTORATION** will be paid for at the contract unit price per square yard for which price shall be payment in full for restoring the areas disturbed.

G. Water Required for Restoration

Water necessary for the restoration of the disturbed areas will be provided by the City free of charge. Water can be obtained at 610 Tower Lane.

H. Erosion Control

Erosion control measures shall be required as stated on the Plans or as deemed necessary by the Engineer and shall be in compliance with the most recent revisions to the Illinois Urban Manual. It should be noted that inlet protection is required at all open grate inlets tributary to disturbed areas and shall be periodically monitored for silt build up and should be emptied once the baskets are over half full.

All areas disturbed during construction shall be seeded as soon as possible after final grading. The Contractor will be responsible for cleaning the pavement, drainage structures, swales, storm sewers and culverts prior to final acceptance and at such times during construction as necessary to maintain drainage and protect adjacent property. All costs related to erosion control not paid for separately shall be incidental to the contract.

I. Non-Special, Non-Hazardous Soil Waste Disposal – Type 1

Any excess excavated material that does not meet the requirements for disposal at a CCDD facility and not needed for backfill or embankment shall be removed and disposed of at a permitted receiving facility (i.e. landfill) provided by the Contractor or other approved location. The cost of removal, transportation and disposal of the non-special, non-hazardous soil will be

paid for at the contract unit price per ton for NONSPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL – TYPE 1. Documentation from the permitted receiving facility indicating date, time, weight, driver, truck number, etc. shall be provided to the Engineer as requirement for payment for this work item.

Based on the information provided in the LPC-663, it is not anticipated that any contaminated material will be encountered; however, if any material is rejected from the CCDD facility it shall be brought back to the site or other location as determined by the Engineer. At that time, the Engineer will determine the level of testing required for necessary disposal of **NON-SPECIAL**, **NON-HAZARDOUS SOIL WASTE DISPOSAL** – **TYPE 1**. All testing shall be paid for by the United City of Yorkville.

Any cost to the contractor for additional hauling, dumping, airing out soil, reloading, etc. shall be considered in the unit price per ton for NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL – TYPE 1.

J. Allowance

When additional work not indicated in the contract drawing is requested in writing by the Engineer during construction, this additional work shall be measured and paid for as described in Articles 104.02 and 109.04 of the Standard Specifications.

Payment for all additional work shall be made from the ALLOWANCE - ITEMS ORDERED BY THE ENGINEER pay item which shall be measured in units. A unit shall be valued at one dollar.

BID SHEET

Note: The Contractor must complete all portions of this Bid Sheet

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

The undersigned Bidder certifies that they are not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating (720 ILCS 5/33E-1, *et seq.*) and is not delinquent in any taxes to the Illinois Department of Revenue (65 ILCS 5/11-42.2-1).

It is understood that the City reserves the right to reject any and all bids and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than forty-five (45) days.

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

Bidding Company Name:

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

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

VES. NO

		<u>YES</u>	<u>NO</u>
Will you be utilizing a subcontractor?			
If yes, have you included all required Information with your bid submittal?			
NO BID – Keep our company on your	OR		
Contractors List	_		
	Š	Signature	
	Ī	Date	
NO BID – Remove our company from Your Contractors List			
Tour Contractors List	<u> </u>	Signature	
	- I	Date	

BID SHEET CONTINUED

ITEM				PRI	CING
NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	CONCRETE SLAB REMOVAL	SY	267	\$	\$
2	PAVEMENT REMOVAL	SY	36	\$	\$
3	PERIMETER EROSION BARRIER	LF	125	\$	\$
4	INLET PROTECTOR	EACH	1	\$	\$
5	AGGREGATE BASE COURSE, 4"	SY	303	\$	\$
6	CAST-IN-PLACE CONCRETE	LS	1	\$	\$
7	PRE-ENGINEERED POST FRAME BUILDING SYSTEM	LS	1	\$	\$
8	BOLLARD	EACH	6	\$	\$
9	RESTORATION	SY	100	\$	\$
10	NON-SPECIAL, NON- HAZARDOUS SOIL WASTE DISPOSAL – TYPE 1	TON	25	\$	\$
11	ALLOWANCE	UNIT	10,000	\$1.00	\$10,000
			ТО	TAL BID	\$

(Printed Name of Contractor)	
Signature of Authorized Representative	Date

BID SHEET CONTINUED

The undersigned contractor;

- A. Certifies that it is not barred from bidding or contracting with the City as a result of a violation of either Paragraph 33E-3 (Bid rigging) or 33E-4 (Bid rotating) of Act 5, Chapter 720 of the Illinois Complied Statutes regarding criminal interference with public contracting, and
- B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Complied Statutes, and
- C. States that is has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the City upon request, and
- D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and agrees to comply with the EQUAL EMPLOYMENT OPPORTUNITY CLAUSE in Appendix A, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference, and
- D. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965), and
- E. Agrees to comply with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) if this Project is a "public work" within the meaning of the Illinois Prevailing Wage Act (820 ILCS 130/.01 et seq.) and prohibit substance abuse while performing such work and has a substance abuse prevention program, and
- F. Agrees to provide a drug free workplace pursuant to the Drug Free Workplace Act (30 ILCS 580/1 et seq.) (25 or more employees under a contract of more than \$5,000 or for individuals only when greater than \$5,000), and
- G. Agrees to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.) and employ Illinois laborers if at the time of this contract is executed or if during the term of this contract there is excessive unemployment in Illinois as defined in the Act.

Contractor's Firm Name		Date	
Conductor 3 Timi Ivanie		Date	
Signed Name and Title		Print ?	Name and Title
Street Address	City	State	Zip
Phone Number		Fax N	Jumber
Email Address			

DETAIL EXCEPTION SHEET

Any exception must be clearly noted on this sheet. Failure to do so may be reason for rejection
of the bid. It is not our intention to prohibit any potential bidder from bidding by virtue of the
specifications, but to describe the material(s) and service(s) actually required. The City reserves
the right to accept or reject any or all exceptions.

Bidder's exceptions are:

EQUIPMENT LIST

Name	Make	Model	Year	Use	

If additional sheets are needed, please make copies.

SUBCONTRACTOR LISTING

Provide the name, contact information, and value of work for each and every subcontractor which will be employed on this project.

Subcontractor No. 1

City, State, Zip Code
Value of Work Subcontracted
_
City, State, Zip Code
Value of Work Subcontracted
į

Subcontractor No. 3

Business Name	
Address	City, State, Zip Code
Telephone Number	Value of Work Subcontracted
Nature of Work Subcontracted	

If additional sheets are needed, please make copies.

REFERENCES

General Information, the list below current business references for whom you have performed work similar to that required by this proposal.

Reference No. 1

Business Name	
Address	City State 7in Code
Address	City, State, Zip Code
Contact Person	Telephone Number
Dates of Service	
Reference No. 2	
Business Name	
Address	City, State, Zip Code
Contact Person	Telephone Number
Dates of Service	

Reference No. 3

Business Name	
Address	City, State, Zip Code
Contact Person	Telephone Number
Dates of Service	

If additional sheets are needed, please make copies.

UNITED CITY OF YORKVILLE 800 GAME FARM ROAD YORKVILLE, ILLINOIS 60560

CONTRACT

witnesseth: Whereas, the Owner has heretofore solicited Bid Proposals for all labor a necessary to complete the work specified in the Invitation To Bid the Construction of Works Materials Storage Shed; Whereas, the Owner has found that the Contractor is the lowest responsib said work and has awarded the Contractor this contract for said work. NOW, Therefore, for and in consideration of their mutual pragreements, the parties hereto do hereby agree as follows:	and materials of the Public ble bidder for
WHEREAS, the Owner has heretofore solicited Bid Proposals for all labor a necessary to complete the work specified in the Invitation To Bid the Construction of Works Materials Storage Shed; WHEREAS, the Owner has found that the Contractor is the lowest responsible said work and has awarded the Contractor this contract for said work. NOW, THEREFORE, for and in consideration of their mutual pragreements, the parties hereto do hereby agree as follows:	of the Public
WHEREAS, the Owner has heretofore solicited Bid Proposals for all labor and materials necessary to complete the work specified in the Invitation To Bid the Construction of the Public Works Materials Storage Shed; WHEREAS, the Owner has found that the Contractor is the lowest responsible bidder for said work and has awarded the Contractor this contract for said work. NOW, THEREFORE, for and in consideration of their mutual promises and agreements, the parties hereto do hereby agree as follows: 1. The Contractor agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the Snow Removal Services proposal in accordance with the conditions and prices stated in the Invitation to Bid, Instructions to Contractors — General Conditions, Special Conditions, Insurance Requirements, Specifications and Plans, Bid Proposal, and Detail Exception Sheet all of which are made a part hereof and herein called the "Contract Documents". 2. The Owner will pay the Contractor in the amounts, manner and at times as set forth in the Contract Documents. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract as of the day and year first above written: OWNER: UNITED CITY OF YORKVILLE By: Mayor	
where specified in the Invitation To Bid the Construction of Works Materials Storage Shed; Where As, the Owner has found that the Contractor is the lowest responsible said work and has awarded the Contractor this contract for said work. NOW, THEREFORE, for and in consideration of their mutual pragreements, the parties hereto do hereby agree as follows:	of the Public
said work and has awarded the Contractor this contract for said work. NOW, THEREFORE, for and in consideration of their mutual pragreements, the parties hereto do hereby agree as follows:	
agreements, the parties hereto do hereby agree as follows:	romises and
1. The Contractor agrees to furnish all materials, supplies, tools, equipment, laborated and the contractor agrees to furnish all materials, supplies, tools, equipment, laborated and the contractor agrees to furnish all materials, supplies, tools, equipment, laborated and the contractor agrees to furnish all materials, supplies, tools, equipment, laborated and the contractor agrees to furnish all materials, supplies, tools, equipment, laborated and the contractor agrees to furnish all materials.	
 accordance with the conditions and prices stated in the Invitation to Bid, Incontractors – General Conditions, Special Conditions, Insurance Respecifications and Plans, Bid Proposal, and Detail Exception Sheet all of which part hereof and herein called the "Contract Documents". The Owner will pay the Contractor in the amounts, manner and at times as set 	proposal in structions to equirements, h are made a
· · · · · · · · · · · · · · · · · · ·	
OWNER: UNITED CITY OF YORKVI	ILLE
• —	_
Attest: CONTRACTOR:	
City Clerk By: Signature	
Attest: Print Name and Title	

Witness

EXHIBIT A

INDEX OF SHEETS

SHEET DESCRIPTION

SHEET NO.

CIVIL/SITE DRAWINGS

1. COVER SHEET

2. CONSTRUCTION SPECIFICATIONS, LEGEND AND SUMMARY OF QUANTITIES

3. EXISTING CONDITIONS, DEMOLITION PLAN AND EROSION CONTROL PLAN

4. SITE IMPROVEMENT PLAN

5. STORAGE BUILDING ELEVATIONS

6. SITE CONSTRUCTION DETAILS AND FLOOR PLAN

STRUCTURAL DRAWING

S-1. FOUNDATION PLAN, SECTIONS AND NOTES

BENCH MARKS

CHISELED "SQUARE" IN THE NORTHWEST CORNER OF

RIM TO THE SANITARY MH, 43'± SOUTH OF THE NORTHEAST CORNER OF SITE

FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD

CONFORM TO STANDARD SCALES, IN MAKING MEASUREMENTS

Before

You Dig

ENGINEERING SCALES, REDUCED SIZED PLANS WILL NOT

ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.

ILLINOIS
ONE-CALL SYSTEM

Simply Call 811

TRANSFORMER PAD ON THE NORTH SIDE OF

ELEVATED TOWER.

ELEVATION = 633.68

ELEVATION = 633.51

J.U.L.I.E.

JOINT

UTILITY

LOCATION

EXCAVATION

CALL 811

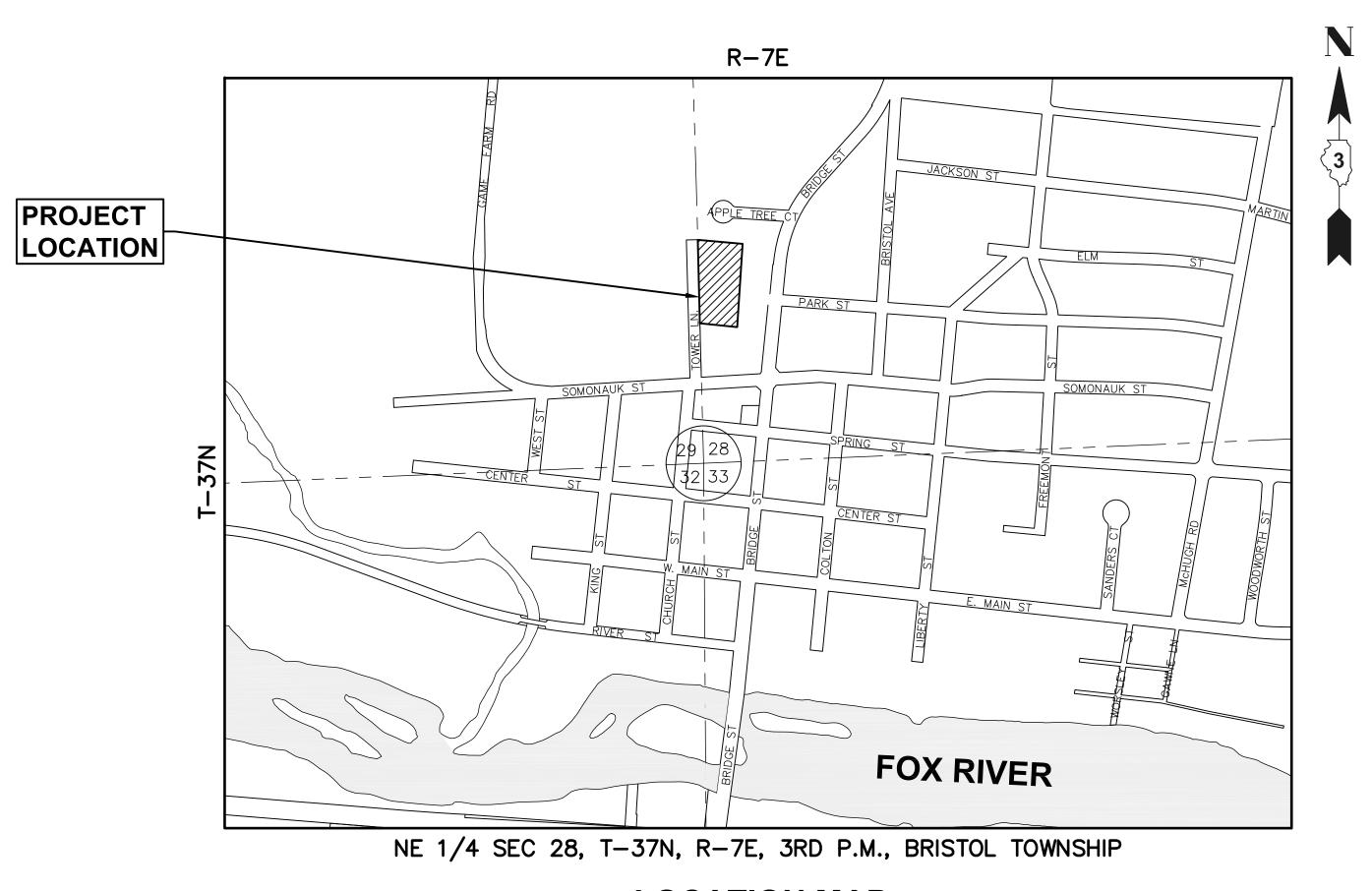
INFORMATION FOR

IMPROVEMENT PLANS FOR

PUBLIC WORKS STORAGE FACILITY

UNITED CITY OF YORKVILLE KENDALL COUNTY

BID ISSUE: MAY 30, 2019

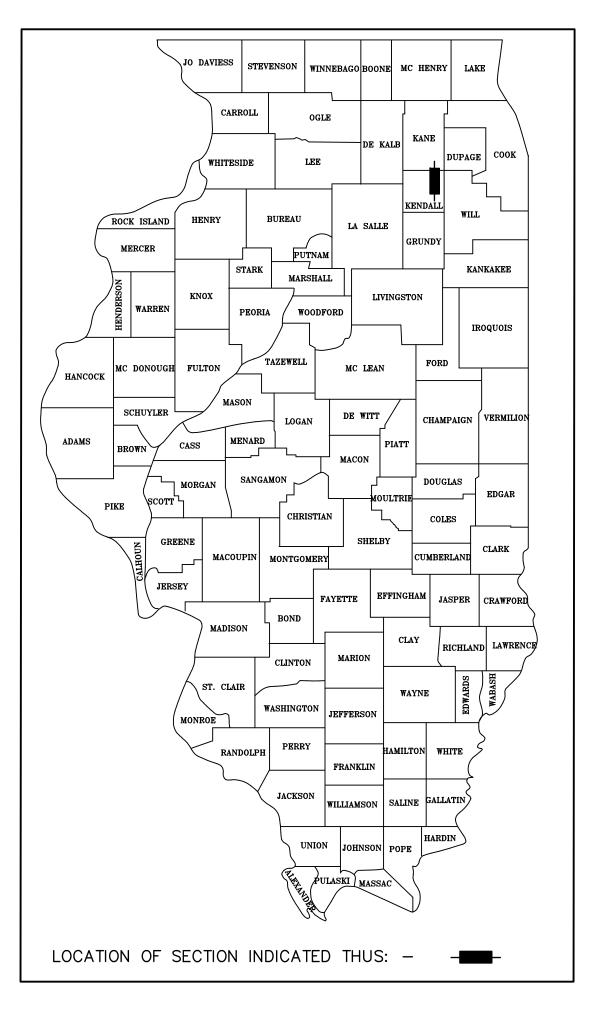


LOCATION MAP1" = 500'



Engineering Enterprises, Inc.

Consulting Engineers
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com



ENGINEER'S CERTIFICATION

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION.

DATED AT SUGAR GROVE, ILLINOIS,

THIS ______, 2019.

JULIE A. MORRISON, P.E. ILLINOIS LICENSED PROFESSIONAL ENGINEER NO. 062-058372 EXPIRATION DATE: 11/30/19

2 5-30-19 PER OWNER REVISION
1 6-05-15 PER IDOT & OWNER REVIEW
REVISIONS

y 30, 2019 @ 3:40 PM By: Jim Schπ

COPYRIGHT © 2019 ENGINEERING ENTERPRISES, INC.

GENERAL NOTES AND CONSTRUCTION SPECIFICATIONS

- 1. THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" ADOPTED APRIL 1, 2016, THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", 7TH EDITION, DATED 2014, AND REVISIONS THERETO, THESE IMPROVEMENT PLANS AND DETAILS, SPECIAL PROVISIONS AND CODES AND ORDINANCES OF THE UNITED CITY OF YORKVILLE, ILLINOIS SHALL GOVERN APPLICABLE PORTIONS OF THIS PROJECT.
- 2. THE CONTRACTOR SHALL BE REQUIRED TO MAKE ARRANGEMENTS FOR THE PROPER BRACING, SHORING AND OTHER REQUIRED PROTECTION OF ALL ROADWAYS, STRUCTURES, POLES, CABLES AND PIPE LINES, BEFORE CONSTRUCTION BEGINS. HE SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE STREETS OR ROADWAYS AND ASSOCIATED STRUCTURES AND SHALL MAKE REPAIRS AS NECESSARY TO THE SATISFACTION OF THE ENGINEER AND CITY AT HIS OWN EXPENSE.
- 3. THE CONTRACTOR SHALL EXAMINE THE PLANS AND SPECIFICATIONS, VISIT THE SITE OF THE WORK AND INFORM HIMSELF/HERSELF FULLY WITH THE WORK INVOLVED, GENERAL AND LOCAL CONDITIONS, ALL FEDERAL, STATE AND LOCAL LAWS, ORDINANCES, RULES AND REGULATIONS AND ALL OTHER PERTINENT ITEMS WHICH MAY AFFECT THE COST AND TIME OF COMPLETION OF THIS PROJECT BEFORE SUBMITTING A PROPOSAL.
- 4. PRIOR TO SUBMITTING HIS BID, THE CONTRACTOR SHALL CALL THE ATTENTION OF THE ENGINEER TO ANY MATERIAL OR EQUIPMENT HE DEEMS INADEQUATE AND TO ANY ITEM OF WORK OMITTED.
- 5. THE PAY ITEMS SHALL BE AS NOTED IN THE SUMMARY OF QUANTITIES/PROPOSAL. ANY ITEM OF WORK THAT IS SHOWN ON THE PLANS TO BE PERFORMED BY THE CONTRACTOR, FOR WHICH THERE IS NO PAY ITEM, SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE PROJECT
- 6. THE UNDERGROUND CONTRACTOR SHALL BE RESPONSIBLE TO PLACE ON GRADE AND COORDINATE WITH OTHER CONTRACTORS ALL UNDERGROUND STRUCTURE FRAMES SUCH AS CATCH BASINS, INLETS, MANHOLES, HYDRANTS, BUFFALO BOXES, VALVES, ETC. NO ADDITIONAL COMPENSATION SHALL BE PAID AND SAID ADJUSTMENTS SHALL BE CONSIDERED INCIDENTAL TO OTHER ITEMS OF CONSTRUCTION.
- 7. THE CONTRACTOR SHALL RESTORE ANY AREA DISTURBED TO A CONDITION EQUAL TO OR BETTER THAN ITS ORIGINAL USE. THIS SHALL INCLUDE FINISH GRADING, ESTABLISHMENT OF A VEGETATIVE COVER (SEEDING OR SOD), GENERAL CLEANUP AND PAVEMENT REPLACEMENT.
- 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SAFE AND HEALTHFUL WORKING CONDITIONS THROUGHOUT THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS.
- 9. THE ENGINEER WILL BE GIVEN FORTY—EIGHT (48) HOURS NOTICE FOR ANY STAKING THAT IS TO BE DONE. EACH OF THE VARIOUS ITEMS OF WORK COVERED BY THIS CONTRACT WILL BE STAKED ONCE. ADDITIONAL STAKING REQUIRED DUE TO THE NEGLIGENCE OF THE CONTRACTOR SHALL BE PAID FOR BY THE CONTRACTOR AT THE CURRENT HOURLY RATE.
- 10. THE CONTRACTOR SHALL INFORM THE ENGINEER BEFORE WORK COMMENCES ON EACH CATEGORY OF CONSTRUCTION, I.E. WATER MAIN, GRADING, PAVEMENT AND DRAINAGE IMPROVEMENT. A TWENTY-FOUR (24) HOUR NOTICE SHALL BE GIVEN FOR ANY ITEM THAT REQUIRES FINAL TESTING AND INSPECTION SUCH AS CONCRETE WORK, PAVING, WATER MAINS OR SANITARY SEWERS.
- 11. THE ENGINEER SHALL REPLACE ALL LOT IRONS DAMAGED OR REMOVED DURING CONSTRUCTION OF THIS PROJECT AND THE CONTRACTOR SHALL PAY SAID COST OF REPLACEMENT.
- 12. BEFORE ACCEPTANCE BY THE CITY AND FINAL PAYMENT, ALL WORK SHALL BE INSPECTED AND APPROVED BY THE ENGINEER. FINAL PAYMENT SHALL BE MADE AFTER ALL OF THE CONTRACTOR'S WORK HAS BEEN APPROVED AND ACCEPTED.
- 13. THE CONTRACTOR WILL HAVE IN HIS POSSESSION ON THE JOB SITE A COPY OF THE PLANS AND SPECIFICATIONS DURING CONSTRUCTION.
- 14. IF ANY APPROVED EQUAL ITEMS ARE REQUIRED, THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR APPROVAL.
- 15. ANY DRAIN AND/OR FIELD TILE ENCOUNTERED BY THE CONTRACTOR DURING THE INSTALLATION OF THE IMPROVEMENTS SHALL BE RETURNED TO ORIGINAL CONDITION. THIS WORK TO BE CONSIDERED INCIDENTAL TO THE CONTRACT.
- 16. ALL ROAD SIGNS, STREET SIGNS AND TRAFFIC SIGNS WHICH NEED TO BE RELOCATED OR MOVED DUE TO CONSTRUCTION SHALL BE TAKEN DOWN AND STORED BY THE CONTRACTOR AT HIS OWN EXPENSE, EXCEPT THOSE WHICH ARE NECESSARY FOR PROPER TRAFFIC CONTROL WHICH SHALL BE TEMPORARILY RESET UNTIL COMPLETION OF CONSTRUCTION OPERATIONS. AFTER COMPLETION OF THE WORK, THE CONTRACTOR SHALL RESET, AT HIS EXPENSE, ALL SAID SIGNS.
- 17. NO EXCAVATIONS WILL BE PERMITTED TO REMAIN OPEN OVER ANY WEEKEND.
- 18. "BAND-SEAL" OR SIMILAR COUPLINGS SHALL BE USED WHEN JOINING SEWER PIPES OF DISSIMILAR MATERIALS.
- 19. AS-BUILT DRAWINGS SHALL BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER AS SOON AS THE SITE IMPROVEMENTS ARE COMPLETED. ANY CHANGE IN LENGTH, LOCATION OR ALIGNMENT SHALL BE SHOWN IN RED.
- 20. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ANY REQUIRED INSPECTIONS OR OBSERVATIONS WITH THE ENGINEER AND/OR UNITED CITY OF YORKVILLE.
- 21. SPECIAL ATTENTION IS DRAWN TO THE FACT THAT ARTICLE 105.06 OF THE STANDARD SPECIFICATIONS REQUIRES THE CONTRACTOR TO HAVE A COMPETENT SUPERINTENDENT ON THE PROJECT SITE AT ALL TIMES, IRRESPECTIVE OF THE AMOUNT OF WORK SUBLET. THE SUPERINTENDENT SHALL BE CAPABLE OF READING AND UNDERSTANDING THE PLANS AND SPECIFICATIONS, SHALL HAVE FULL AUTHORITY TO EXECUTE ORDERS TO EXPEDITE THE PROJECT, SHALL BE RESPONSIBLE FOR SCHEDULING AND HAVE CONTROL OF ALL WORK AS THE AGENT OF THE CONTRACTOR. FAILURE TO COMPLY WITH THIS PROVISION WILL RESULT IN A SUSPENSION OF WORK AS PROVIDED IN ARTICLE 108.07.
- 22. THE ENGINEER AND CITY ARE NOT RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, TIME OF PERFORMANCE, PROGRAMS OR FOR ANY SAFETY PRECAUTIONS USED BY THE CONTRACTOR. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR EXECUTION OF HIS WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS.

SOIL EROSION AND SEDIMENTATION CONTROL

THE CONTRACTOR SHALL PROVIDE SOIL EROSION AND SEDIMENTATION CONTROL IN ACCORDANCE WITH THE "PROCEDURES AND STANDARDS FOR SOIL EROSION AND SEDIMENTATION CONTROL IN NORTHEASTERN ILLINOIS" (REVISED JULY, 1988) PREPARED BY THE NORTHEASTERN ILLINOIS EROSION AND SEDIMENTATION CONTROL STEERING COMMITTEE AND THE "ILLINOIS URBAN MANUAL", PUBLISHED BY THE USDA/NRCS FOR THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (LATEST EDITION) AND IN ACCORDANCE WITH THE PLANS.

SOIL STABILIZATION

- TOPSOIL AND VEGETATIVE COVER STRIP TOPSOIL AND REMOVE EXISTING VEGETATION.
 STOCKPILE ON—SITE (FOR REUSE) AT LOCATION DESIGNATED.
- 2. TEMPORARY SEEDING TEMPORARY SEEDING SHALL BE PROVIDED WITHIN 15 DAYS TO ANY DISTURBED AREAS THAT ARE SCHEDULED TO REMAIN DENUDED FOR LONGER THAN 60 DAYS. IF REQUIRED, ALL TEMPORARY SEEDING SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE CONTRACT.
- 3. PERMANENT SEEDING IMMEDIATELY FOLLOWING FINISH GRADING AND TOPSOIL PLACEMENT INSTALL SEEDING IN AREAS AS DESIGNATED ON PLANS.
- 4. PAVED AREAS INSTALL THE AGGREGATE BASE AS SOON AS POSSIBLE IN THE CONSTRUCTION SEQUENCE TO PROVIDE REQUIRED STABILIZATION.
- 5. SLOPE PROTECTION PROTECT SEEDING ON STEEP SLOPES WITH EROSION CONTROL BLANKET.

 SEDIMENT CONTROL
- 1. ADJACENT PROPERTY PROTECT ADJACENT PROPERTY FROM SEDIMENT DEPOSITION BY PRESERVING A VEGETATED BUFFER STRIP OR BY SEDIMENT BARRIERS OR FILTERS AT THE LOWER PERIMETER OF THE LOT.
- 2. SEDIMENTATION CONTROL SHALL BE PROVIDED IN ALL AREAS AROUND THE PERIMETER OF ALL STOCKPILE AREAS.
- 3. STORM SEWER INLET PROTECTION
- A. GRASS AREAS INSTALL AND MAINTAIN INLET PROTECTORS AT EACH OPEN GRATE STORM STRUCTURE UNTIL AREA TRIBUTARY TO SAID CATCH BASIN HAS BEEN COMPLETELY REVEGETATED.
- B. PAVED AREAS INSTALL AND MAINTAIN INLET PROTECTORS AT ALL INLET STRUCTURES UNTIL AREAS TRIBUTARY TO SAID INLET HAVE BEEN PAVED AND /OR COMPLETELY REVEGETATED.
- 4. DITCH CHECKS SHALL BE INSTALLED AND STAKED IN PLACE AT 250 LINEAR FEET MAXIMUM SPACING IN ALL SWALES. ALL DITCH CHECKS SHALL BE CONSIDERED INCIDENTAL TO CONTRACT.
- 5. PROVISIONS SHALL BE MADE TO MINIMIZE THE TRANSPORT OF SEDIMENT (MUD) BY RUNOFF OR VEHICLE TRACKING ONTO STATE, COUNTY OR TOWNSHIP HIGHWAYS OR LOCAL STREETS. IF NECESSARY, STATE, COUNTY OR TOWNSHIP HIGHWAYS OR LOCAL STREETS SHALL BE CLEANED DAILY AT THE END OF EACH WORK DAY OR AS REQUIRED TO KEEP MUD AND/OR OTHER DEBRIS OFF OF ANY HIGHWAY OR STREET.
- 6. REMOVAL OF CONTROL MEASURES DISPOSES OF ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED.
- 7. SOIL EROSION AND SEDIMENTATION CONTROL MEASURES TO BE CHECKED WEEKLY AND AFTER EACH RAIN. CLEAN AND RESTORE AS REQUIRED.

SUMMARY OF QUANTITIES

ITEM			
NO.	ITEM	UNIT	QUANTITY
1	CONCRETE SLAB REMOVAL	SY	267
2	PAVEMENT REMOVAL	SY	36
3	PERIMETER EROSION BARRIER	FT	125
4	INLET PROTECTOR	EACH	1
5	AGGREGATE BASE COURSE, 4"	SY	303
6	CAST-IN-PLACE CONCRETE	LS	1
7	PRE-ENGINEERED POST FRAME BUILDING SYSTEM	LS	1
8	BOLLARD	EACH	6
9	RESTORATION	SY	100
10	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	TON	25
11	ALLOWANCE	UNIT	10,000

EXISTING DESCRIPTION PROPOSED SANITARY SEWER ____ >___ STORM SEWER END SECTION ____ \longrightarrow WATER MAIN & SIZE _____ w ____ WATER SERVICE & BOX SEWER SERVICE **** CONTOUR ----- 896-----GAS MAIN TELEPHONE CABLE FIBER OPTIC SILT FENCE DECORATIVE FENCE MANHOLE CATCH BASIN INLET HYDRANT VALVE VAULT 709.0 **ELEVATION** TRENCH BACKFILL STREET LIGHT SIGNS - - - - FOUND IRON PIPE **GUY WIRE** FLAG POLE UTILITY POLE UTILITY PEDESTAL HANDHOLE STRAW BALES ITEM DESIGNATED FOR REMOVAL TREE PROTECTION REQUIRED BITUMINOUS PAVEMENT CONCRETE GRAVEL FOOTING _____ --COLUMN FOOTING 9'X9' COLUMN (FUTURE) SOIL BORING FINISHED GRADE E/P EDGE OF ASPHALT PAVEMENT E/C EDGE OF CONCRETE PAVEMENT E/WALK EDGE OF WALK T/W TOP OF WALK T/C TOP OF CURB T/C-DEP TOP OF DEPRESSED CURB TOP/W TOP OF WALL BOT/W BOTTOM OF WALL T/F TOP OF FOUNDATION TOP FINISHED FLOOR T/FLOOR **ELEVATION** (XXX.XX) XXX.XX

LEGEND

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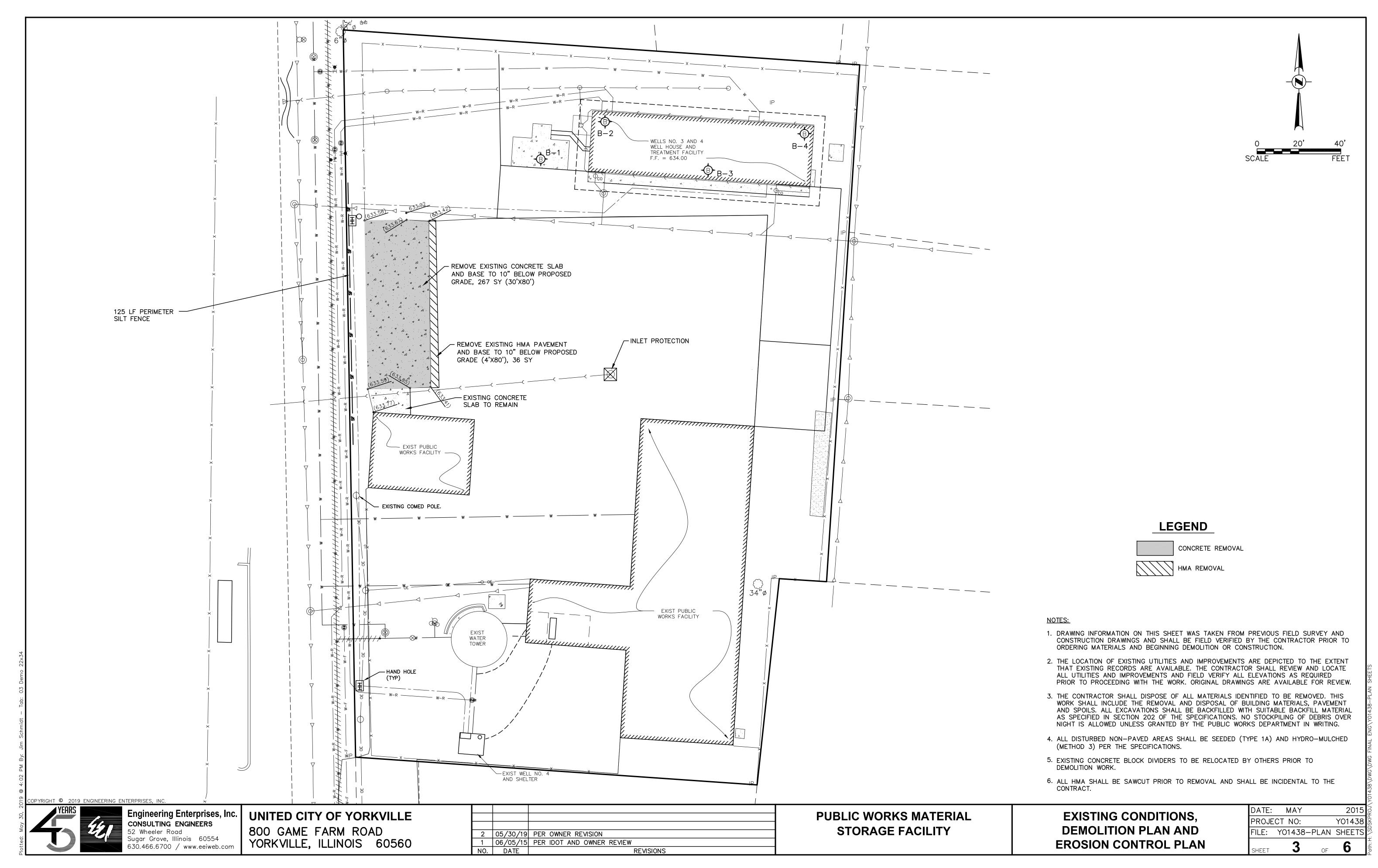
UNITED CITY OF YORKVILLE 800 GAME FARM ROAD YORKVILLE, ILLINOIS 60560

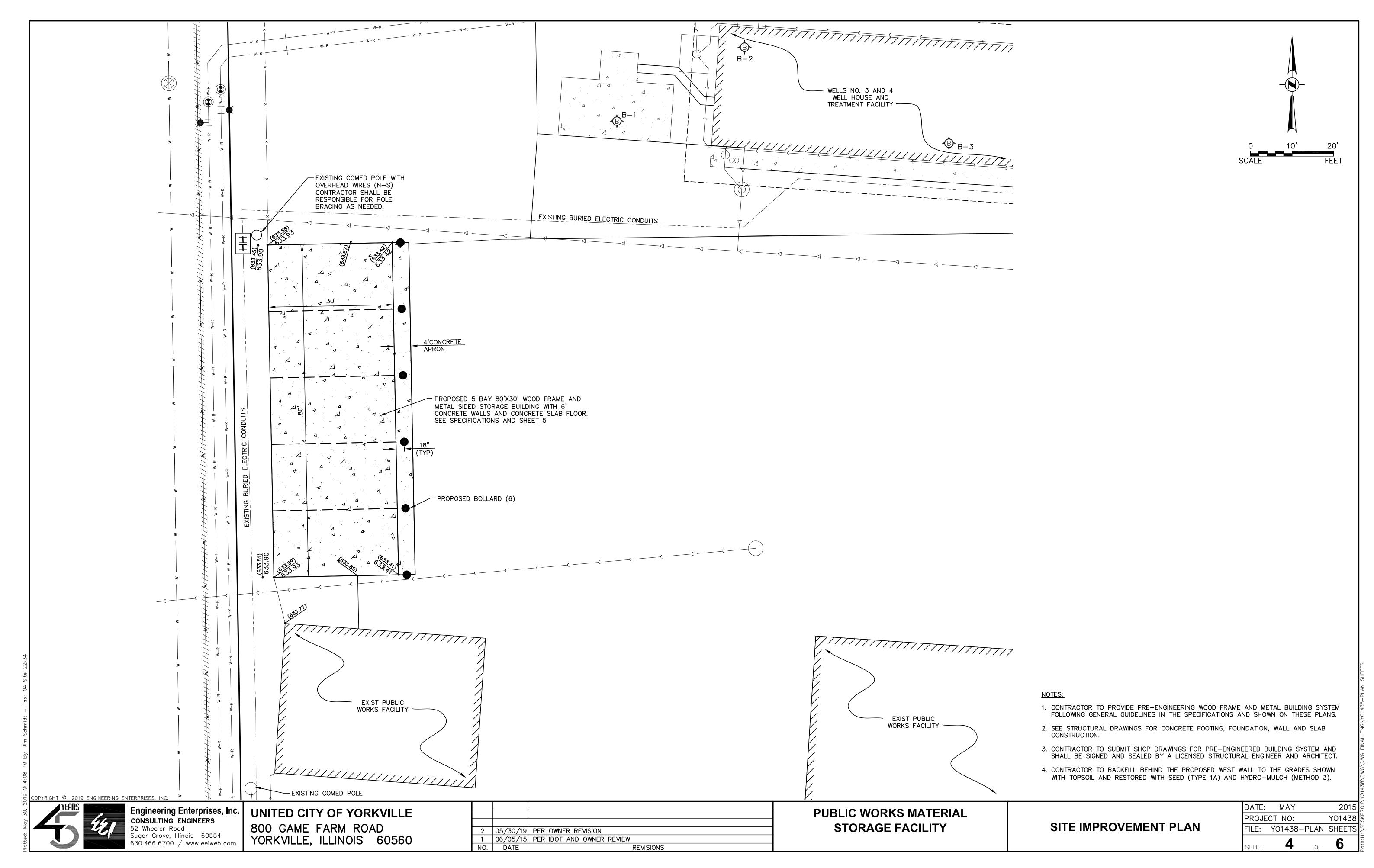
2	05/30/19	PER OWNER REVISION
1	06/05/15	PER IDOT AND OWNER REVIEW
NO.	DATE	REVISIONS

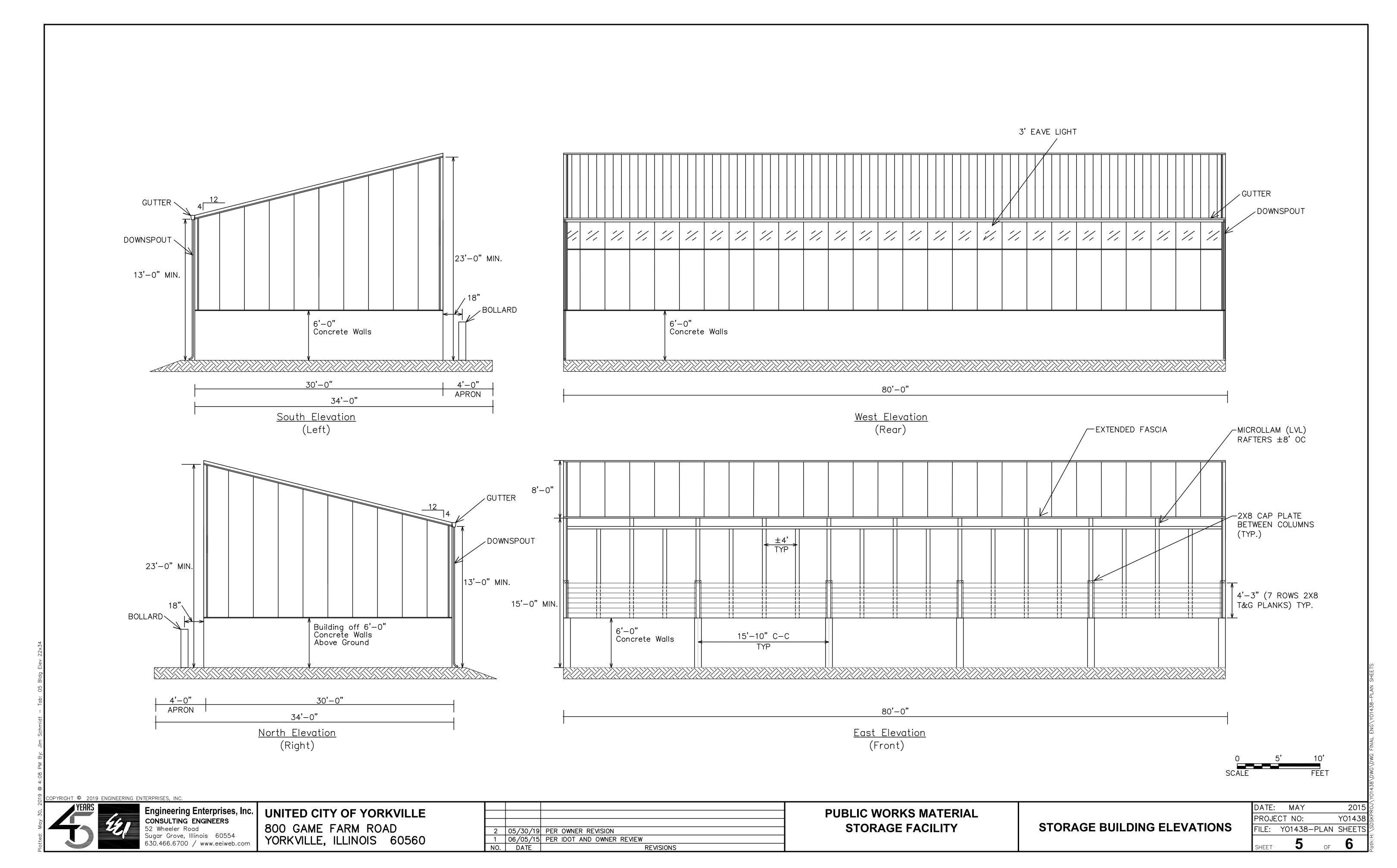
PUBLIC WORKS MATERIAL STORAGE FACILITY

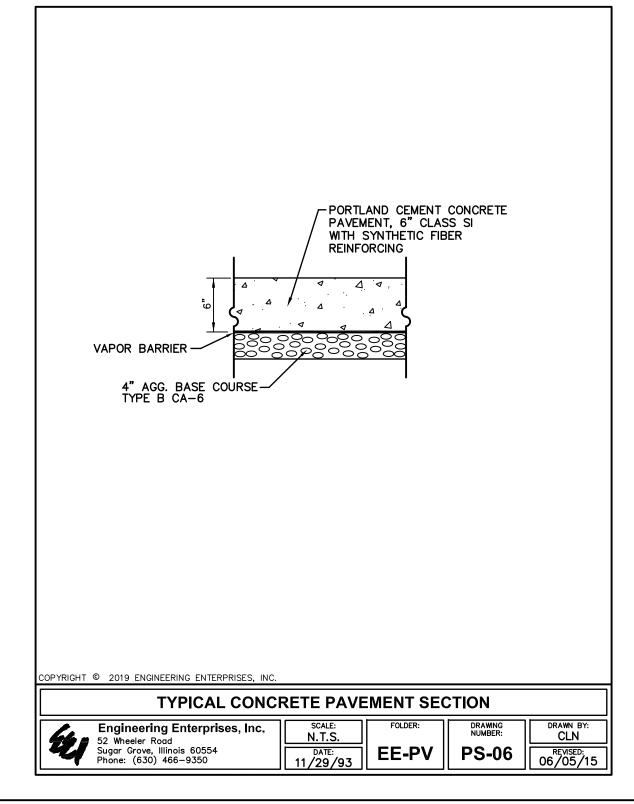
CONSTRUCTION SPECIFICATIONS, LEGEND AND SUMMARY OF QUANTITIES

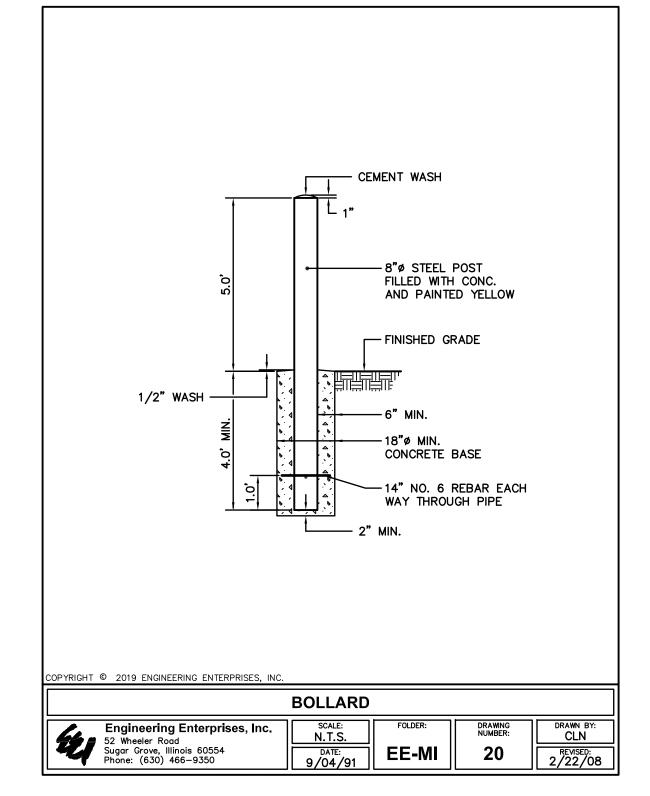
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PROJECT	NO:		Y01438
FILE:		Y0143	38-CVR
SHEET	2	OF	6

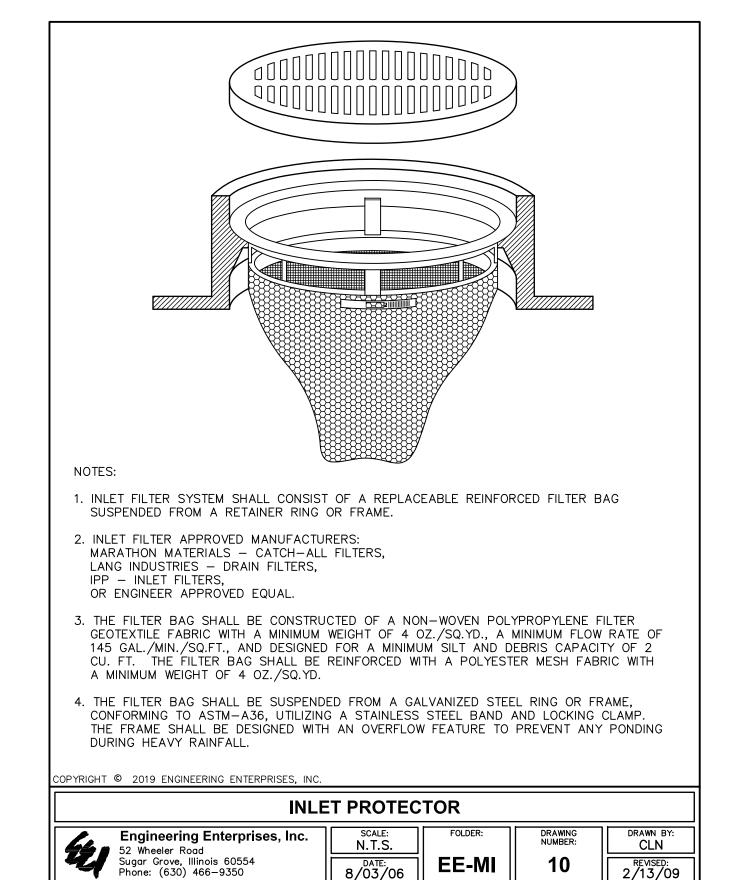


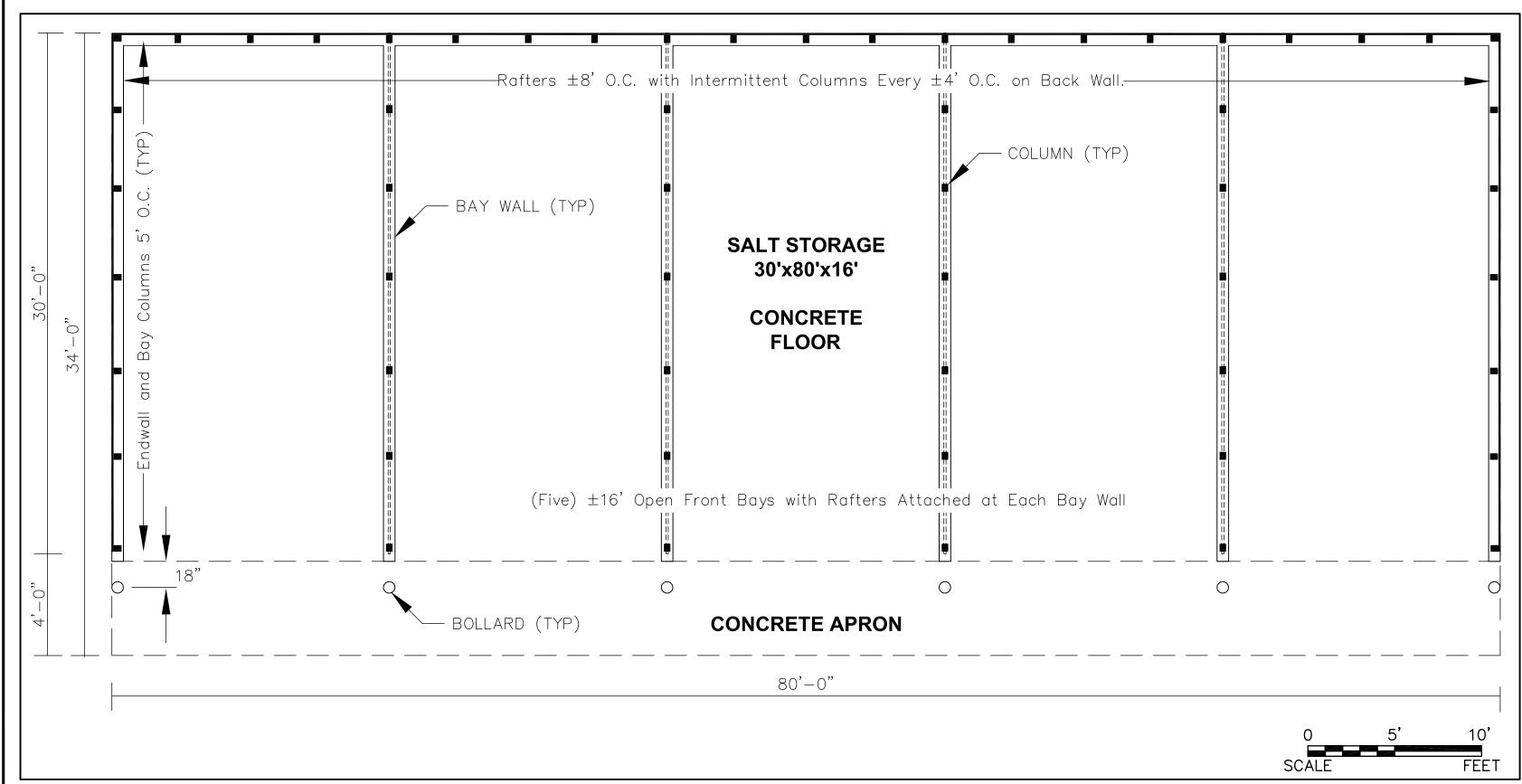


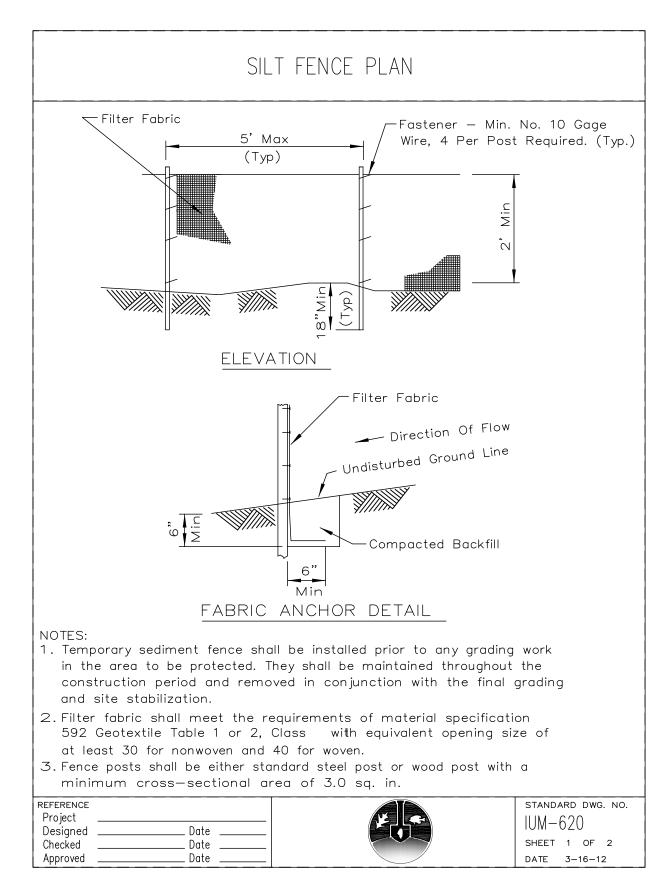


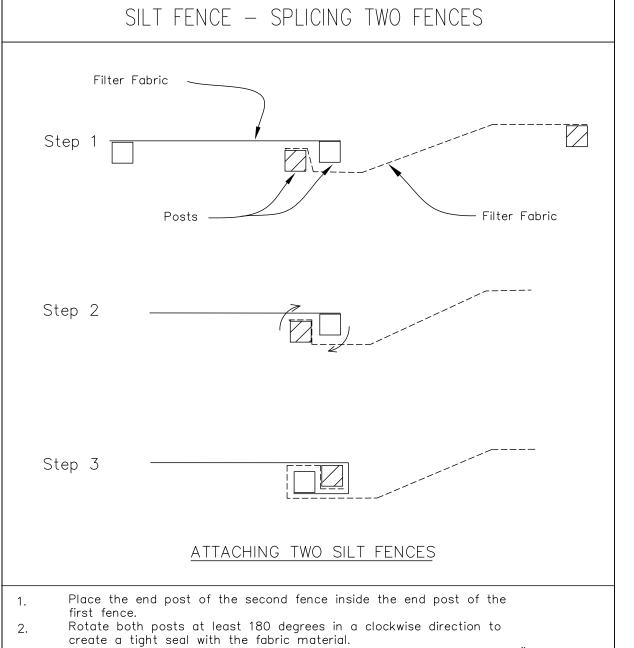


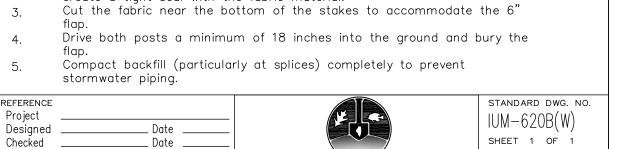


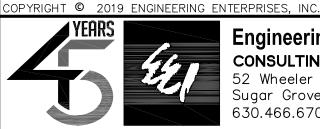












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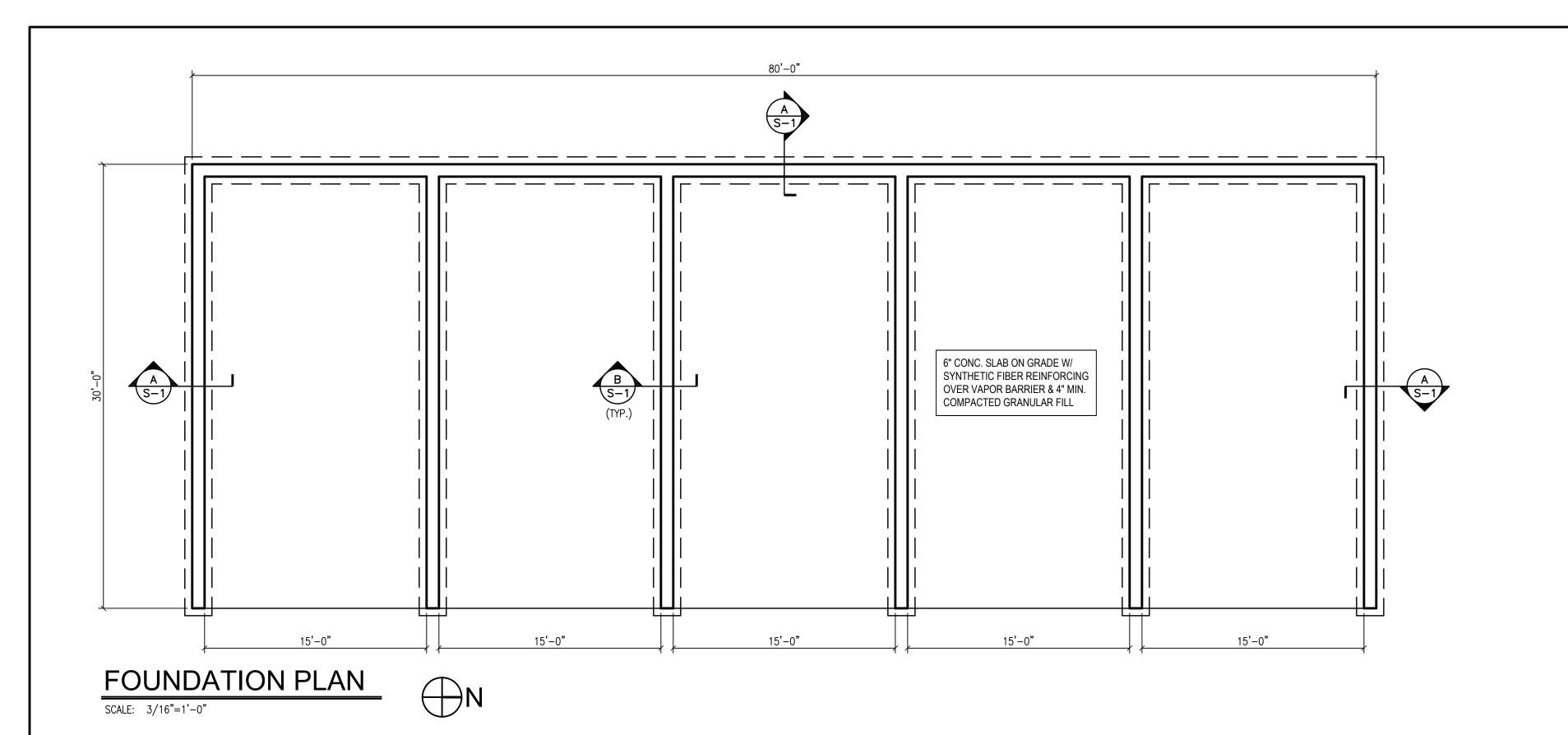
UNITED CITY OF YORKVILLE 800 GAME FARM ROAD YORKVILLE, ILLINOIS 60560 2 05/30/19 PER OWNER REVISION
1 06/05/15 PER IDOT AND OWNER REVIEW
NO. DATE REVISIONS

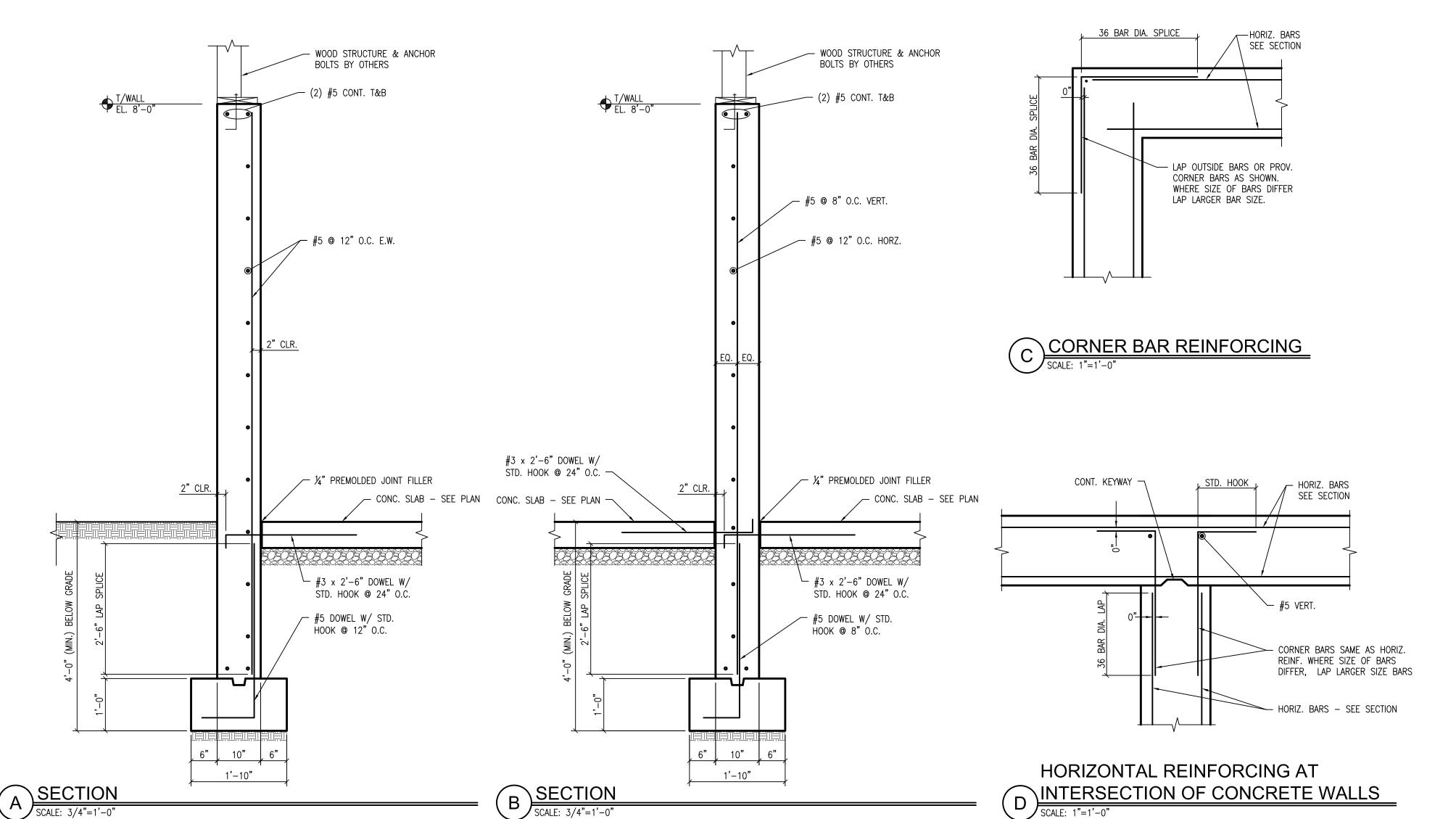
PUBLIC WORKS MATERIAL STORAGE FACILITY

SITE CONSTRUCTION DETAILS AND FLOOR PLAN

DATE:	MAY		2015 Y01438 38-CVR
PROJEC1	ΓNO:		Y01438
FILE:		Y0143	38-CVR
SHEET	6	OF	6
-			

DATE 3-16-2012





GENERAL FOUNDATION NOTES:

- 1. THE FOUNDATION DESIGN IS BASED ON THE GEOTECHNICAL REPORT DATED JULY 23, 2003, PREPARED BY TERRACON, INC (REPORT NO. 11035137).
- 2. ALL SOIL SUPPORTED FOOTINGS SHALL BE FOUNDED UPON UNDISTURBED, NATURAL SUBGRADE WITH A MINIMUM ALLOWABLE BEARING CAPACITY OF 3,000 PSF AS FIELD VERIFIED AND APPROVED BY THE OWNER'S SOIL TESTING LABORATORY. THE BOTTOM OF THE FOOTING ELEVATIONS AND SOIL BEARING CAPACITIES AS SHOWN ON THE DRAWINGS ARE ESTIMATED FROM THE SOIL BORING DATA. FINAL, EXACT ELEVATIONS AND SOIL BEARING CAPACITIES SHALL BE FIELD DETERMINED AND VERIFIED BY THE OWNER'S SOIL TESTING LABORATORY AND REVIEWED BY THE ARCHITECT / ENGINEER DURING CONSTRUCTION.
- 3. SOIL SUBGRADE FOR ALL FOOTINGS AND SLABS SHALL BE INSPECTED AND APPROVED BY THE OWNER'S SOIL TESTING LABORATORY IMMEDIATELY PRIOR TO PLACING FOUNDATION CONCRETE OR CONCRETE MUD SLABS.
- 4. ALL FOOTINGS SUBGRADES AS REQUIRED AND ALL SLAB SUBGRADES INCLUDING PIT SLABS SHALL BE COMPACTED TO 95 PERCENT OF MAXIMUM DENSITY AT OPTIMUM MOISTURE CONTENT BASED ON LABORATORY DESIGNATION ASTM D1557. ALL BACKFILL AROUND AND ABOVE ALL FOUNDATION ELEMENTS, FOOTINGS, CAPS, MATS AND PITS SHALL BE COMPACTED TO 90 PERCENT OF MAXIMUM DENSITY AT OPTIMUM MOISTURE CONTENT BASED ON LABORATORY DESIGNATION ASTM D1557.
- 5. ALL ORGANIC AND / OR OTHER UNSUITABLE MATERIALS SHALL BE REMOVED FROM SUBGRADE AND BACKFILL AREAS AND BACKFILLED WITH ACCEPTABLE GRANULAR FILL, COMPACTED TO 95 PERCENT OF MAXIMUM DENSITY. FILL SHALL BE PLACED IN LIFTS NOT TO EXCEED 12 INCHES IN LOOSE THICKNESS.
- 6. DO NOT BACKFILL AGAINST BASEMENT WALLS UNTIL GROUND FLOOR AND LOWER LEVEL SLABS HAVE BEEN PLACED AND THE CONCRETE HAS ATTAINED FULL DESIGN STRENGTH.
- 7. NO MUD SLABS, FOOTINGS OR SLABS SHALL BE PLACED INTO OR AGAINST SUBGRADE CONTAINING FREE WATER, FROST OR ICE. SHOULD WATER OR FROST ENTER A FOOTING EXCAVATION AFTER SUBGRADE APPROVAL, THE SUBGRADE SHALL BE RE—INSPECTED BY THE OWNER'S SOIL TESTING LABORATORY AFTER REMOVAL OF WATER OR FROST.
- 8. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY MEASURES TO PREVENT ANY FROST OR ICE FROM PENETRATING ANY FOOTING OR SLAB SUBGRADE BEFORE AND AFTER PLACING OF CONCRETE AND UNTIL SUCH SUBGRADES ARE FULLY PROTECTED BY THE PERMANENT BUILDING STRUCTURE.
- 9. THE CONCRETE FOR EACH ISOLATED FOOTING SHALL BE PLACED IN ONE (1) CONTINUOUS PLACEMENT.
- 10. ALL SLAB AND FOOTING MUD SLABS SHALL BE THOROUGHLY CLEANED IMMEDIATELY PRIOR TO THE FOUNDATION CONCRETE PLACEMENT.
- 11. ALL SLABS—ON—GRADE SHALL BE PLACED OVER A VAPOR BARRIER AND A MINIMUM OF 4 INCH COMPACTED GRANULAR FILL.
- 12. ALL PERIMETER WALL AND COLUMN FOOTINGS SHALL BEAR A MINIMUM OF 3'-6" BELOW FINISHED GRADES SHOWN ON THE CIVIL DRAWINGS.
- 13. SEE PLUMBING DRAWINGS FOR UNDER FLOOR DRAINAGE SYSTEM AND SPECIAL GRANULAR FILL MATERIALS.
- 14. SEE ARCHITECTURAL DRAWINGS FOR ALL WATERPROOFING AND DAMPROOFING DETAILS.

CONCRETE NOTES:

- 1. ALL CONCRETE WORK SHALL CONFORM TO THE REQUIREMENTS OF ACI 318 AND ACI 301, LATEST EDITIONS. THESE DOCUMENTS SHALL BE AVAILABLE IN THE FIELD OFFICE.
- 2. EXCEPT WHERE OTHERWISE INDICATED, CONCRETE TYPES AND MINIMUM 28-DAY COMPRESSIVE STRENGTHS SHALL BE AS FOLLOWS:

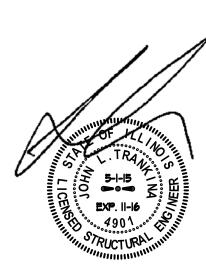
SLAB-ON-GRADE 4000 PSI REGULAR WEIGHT
FRAMED SLABS 5000 PSI REGULAR WEIGHT
COLUMNS AS INDICATED ON THE DRAWINGS
SHEAR WALLS AS INDICATED ON THE DRAWINGS
FOUNDATION WALLS 4000 PSI REGULAR WEIGHT
GRADE BEAMS 5000 PSI REGULAR WEIGHT
ALL OTHER 4000 PSI REGULAR WEIGHT

- 3. CEMENT SHALL CONFORM TO ASTM C150 TYPE 1. USE ONLY ONE BRAND OF CEMENT FOR ALL EXPOSED TO VIEW CONCRETE. AGGREGATES SHALL CONFORM TO ASTM C33 (REGULAR WEIGHT). ALL CONCRETE SHALL CONTAIN AN APPROVED WATER REDUCING ADMIXTURE. ALL EXPOSED CONCRETE SHALL BE AIR—ENTRAINED. NO CALCIUM CHLORIDE SHALL BE USED IN ANY
- 4. REINFORCING BARS SHALL CONFORM TO ASTM A615, GRADE 60 AND SHALL BE EPOXY COATED. ALL WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185.
- 5. ALL CONCRETE REINFORCEMENT SHALL BE DETAILED, FABRICATED, LABELED, SUPPORTED AND SPACED IN FORMS AND SECURED IN PLACE IN ACCORDANCE WITH THE PROCEDURES AND REQUIREMENTS OUTLINED IN THE LATEST EDITION OF THE "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES", ACI 315. BAR SUPPORTS IN CONTACT WITH EXPOSED SURFACES SHALL BE PLASTIC TIPPED.
- 6. CHECKED SHOP DRAWINGS SHOWING REINFORCING DETAILS, INCLUDING STEEL SIZES, SPACING AND PLACEMENT SHALL BE SUBMITTED TO THE ARCHITECT FOR REVIEW PRIOR TO FABRICATION.
- 7. THE CONTRACTOR SHALL SUBMIT DETAILED DRAWINGS SHOWING THE LOCATIONS OF ALL CONSTRUCTION JOINTS, REVEALS, CURBS, SLAB DEPRESSIONS, SLEEVES, OPENINGS, ETC.
- 8. ALL REINFORCING SPLICES SHALL CONFORM TO THE REQUIREMENTS OF ACI 318, LATEST EDITION, BUT IN NO CASE SHALL BE LESS THAN 36 BAR DIAMETERS, UNLESS NOTED OTHERWISE. ALL WELDED WIRE FABRIC SHALL BE LAPPED TWO (2) FULL MESH PANELS AND TIES SECURELY. WHERE REQUIRED, DOWELS SHALL MATCH SIZE AND NUMBER OF MAIN REINFORCING, UNLESS NOTED OTHERWISE.
- 9. ALL WALLS AND STRUCTURAL SLABS SHALL BE REINFORCED WITH AT LEAST #4 @ 12" EACH WAY, EACH FACE, UNLESS NOTED OTHERWISE. ALL SLABS—ON—GRADE SHALL BE REINFORCED WITH AT LEAST ONE (1) LAYER OF 6x6 W2.9xW2.9 W.W.F., UNLESS NOTED OTHERWISE. PROVIDE ONE ONE (1) LAYER OF 6x6 W1.4xW1.4 W.W.F. CONTINUOUS IN ALL CONCRETE FILLS OVER THE STRUCTURAL SLAB.
- 10. ADDITIONAL BARS SHALL BE PROVIDED AROUND ALL FLOOR AND WALL OPENINGS, AS SHOWN ON DETAILS.
- 11. ALLOW A MINIMUM OF THREE (3) HOURS BETWEEN PLACEMENT OF CONCRETE FOR COLUMNS, WALLS OR PIERS AND PLACEMENT OF CONCRETE ON THE ADJACENT FLOOR.
- 12. CONSTRUCTION JOINTS IN ALL FOUNDATION WALLS SHALL BE NOT FURTHER APART THAN 40 FEET IN ANY DIRECTION. ALL CONSTRUCTION JOINTS SHALL BE WIRE BRUSHED, CLEANED AND MOISTENED IMMEDIATELY PRIOR TO PLACING NEW CONCRETE. SEE DRAWINGS FOR CONSTRUCTION JOINT DETAILS.
- 13. PLACE ALL SLABS—ON—GRADE WITH AN APPROVED PATTERN AND SEQUENCE OF CONSTRUCTION AND CONTROL JOINTS TO MINIMIZE SHRINKAGE CRACKS. THE MAXIMUM SPACING BETWEEN JOINTS SHALL BE 15 FEET. A SUGGESTED ARRANGEMENT AND DETAILS ARE SHOWN ON THE DRAWINGS.
- 14. CONCRETE TESTING WILL BE PERFORMED BY THE OWNER'S TESTING LABORATORY IN ACCORDANCE WITH ACI 301 LATEST EDITION CHAPTER 16, EXCEPT AS FOLLOWS: FOR COMPRESSIVE STRENGTH TEST, TAKE ONE SET OF FOUR (4) SPECIMENS FOR EACH 50 CUBIC YARDS OR FRACTION THEREOF OF EACH CONCRETE CLASS PLACED IN ANY ONE DAY. TEST ONE (1) SPECIMEN AT 7 DAYS, TWO (2) SPECIMENS AT 28 DAYS, AND KEEP ONE IN RESERVE.

O HUTTER TRANKINA ENGINEERING

REVISIONS:	BY:
ISSUED FOR PERMIT	05-01-15

FOUNDATION



HUTTER TRANKINA ENGINEERING

Consulting Structural Engineers

32W273 Army Trail Road, Suite #100
Wayne, IL 60184
Tel: (630) 513-6711
Fax: (630) 513-2925
E-mail: gen@htedesign.com
WEB SITE: www.htedesign.com
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SHEET TITLE:

FOUNDATION PLAN SECTIONS & NOTES

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	PROJECT NUMBER:	15089
	DATE:	04-20-15
I	SCALE:	AS NOTED
I	DRAWN BY:	RRO
I	CHECKED BY:	JM

SHEET NO:

S-1

SHEET NO. <u>1</u> OF <u>1</u>



Illinois Environmental Protection Agency

Page 1 of 2

Bureau of Land • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Uncontaminated Soil Certification

by Licensed Professional Engineer or Licensed Professional Geologist for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-663

> Revised in accordance with 35 III. Adm. Code 1100, as amended by PCB R2012-009 (eff. Aug. 27, 2012)

This certification form is to be used by professional engineers and professional geologists to certify, pursuant to 35 III. Adm. Code 1100.205(a)(1)(B), that soil (i) is uncontaminated soil and (ii) is within a pH range of 6.26 to 9.0. If you have guestions about this form, please telephone the Bureau of Land Permit Section at 217/524-3300.

This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris (CCDD) fill operations or uncontaminated soil fill operations.

I. Source	Location Information						
(Describe the	e location of the source of the u	ncontaminated so	il)				
Project Name	e: Yorkville Public Works Stora	ge Facility	Office Phone I	Number, if available:			
	Location (address, inclduding a - See Attached Figures	number and stree					
City: Yorkvill	le State	IL	Zip Code: 60560				
County: Cool	k		Township:				
_at/Long of a	approximate center of site in dec	cimal degrees (DD		places (e.g., 40.67890, -90.12345):			
Latitude:	41.649979 Longitude:	-88.446968					
	(Decimal Degrees)	(-Decimal Degr	ees)				
Identify how	w the lat/long data were determ	ined:					
GPS ———————————————————————————————————	Map Interpolation	L:		Dther BOA:			
I. Owner/	Operator Information for Site Owner City of Yorkville			Site Operator			
Name:	202.0 = 0.1		Name:				
Street Addres	ss: 600 Game Farm Road		Street Address:				
PO Box:		A Salara Salara	PO Box:				
City:	Yorkville	State: IL	City:	State:			
Zip Code:	COCCO DI /	630) 553-4350					
	60560 Phone: (Zip Code:	Phone:			
Contact:	Eric Dhuse, Public Works D		Zip Code: Contact:	Phone:			

Project Name: Yorkville Public Works Storage Facility

Latitude: 41.649979 Longitude: -88,446968

Uncontaminated Site Certification

III. Basis for Certification and Attachments

For each item listed below, reference the attachments to this form that provide the required information.

a. A Description of the soil sample points and how they were determined to be sufficient in number and appropriately located 35 III. Adm. Code 1100.610(a)]:

A limited historical & regulatory review was performed to identify PIPs. Site reconnaissance was performed while sampling to evaluate on-site environmental conditions & potential PIPs. Based on the nature & scope of the project, 2 soil samples were collected for indicator contaminants associated with identified PIPs, and screened with a PID. Figure 2 shows sample locations.

b. Analytical soil testing results to show that soil chemical constituents comply with the maximum allowable concentrations established pursuant to 35 III. Adm. Code Part 1100, Subpart F and that the soil pH is within the range of 6.25 to 9.0, including the documentation of chain of custody control, a copy of the lab analysis; the accreditation status of the laboratory performing the analysis; and certification by an authorized agent of the laboratory that the analysis has been performed in accordance with the Agency's rules for the accreditation of environmental and the scope of the accreditation [35 III. Adm. Code 1100.201(g), 1100.205(a), 1100.610]:

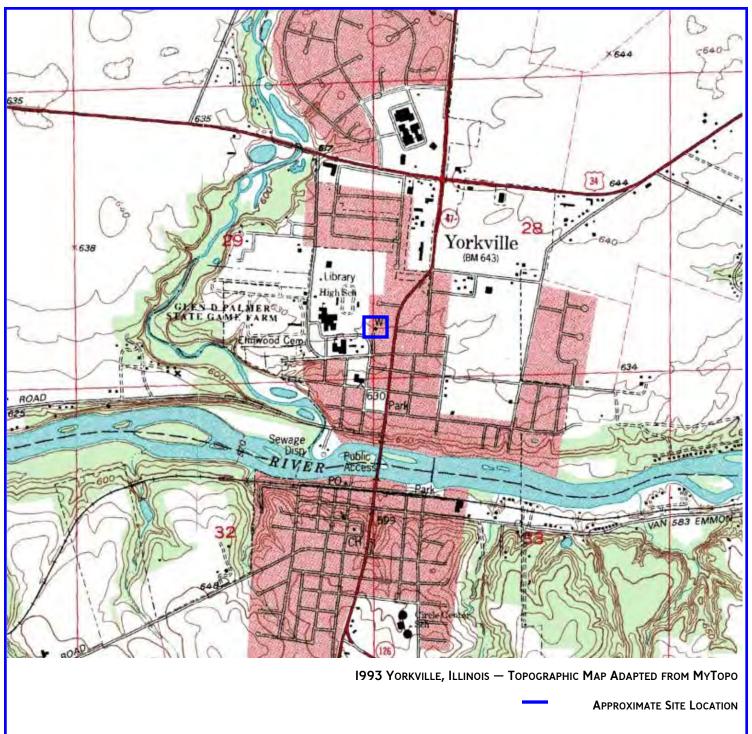
See attached analytical summary tables, laboratory reports and associated NELAC certification. Figure 2 identifies the project area that is covered by this certification.

IV. Certification Statement, Signature and Seal of Licensed Professional Engineer or Licensed Professional Geologist

I, Ryan M. LaDieu, P.E. (name of licensed professional engineer or geologist) certify under penalty of law that the information submitted, including but not limited to, all attachments and other information, is to the best of my knowledge and belief, true, accurate and complete. In accordance with the Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 III. Adm. Code 1100.205(a), I certify that the soil from this site is uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. In addition, I certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. All necessary documentation is attached.

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

Company Name:	True North Consultants							
Street Address:	1240 Iroquois Avenue,	Suite 206						
City:	Naperville	State: IL Zip Code: 60563						
Phone:	630.717.2880		PROFESSIONAL					
Ryan M. LaDieu			S. C.					
Printed N	ame:	061115	RYAN M. LaDIEU ⊕ 062-053687					
Licensed Profession	nal Engineer or nal Geologist Signature:	Date:	ATE OF ILLINO					



TRUENORTH CONSULTANTS

1240 IROQUOIS AVE, SUITE 206 NAPERVILLE, ILLINOIS 60563

SITE LOCATION YORKVILLE PUBLIC WORKS STORAGE FACILITY

TOWER LANE

YORKVILLE, ILLINOIS 60560

CLIENT ENGINEERING ENTERPRISES, INC. **52 WHEELER ROAD**

SUGAR GROVE, ILLINOIS 60554



FIGURE PROJECT NUMBER TII5274 DATE

Page 541/2015



2015— AERIAL PHOTOGRAPH ADAPTED FROM MICROSOFT BING

APPROXIMATE LOCATION OF SOIL SAMPLE BORING



APPROXIMATE AREA OF SOILS WITH ELEVATED PID SCREENING READINGS OR EXCEEDING THE MOST STRINGENT TIER I SROS, METROPOLITAN BACK-GROUND CONCENTRATIONS LISTED IN 35 IAC 742 OR SOIL PH OUTSIDE THE RANGE SPECIFIED IN 35 IAC IIOO.20I(G)



I240 Iroquois Ave, Suite 206 Naperville, Illinois 60563 SITE LOCATION YORKVILLE PUBLIC WORKS STORAGE FACILITY

TOWER LANE

YORKVILLE, ILLINOIS 60560

CLIENT

ENGINEERING ENTERPRISES, INC. 52 WHEELER ROAD SUGAR GROVE, ILLINOIS 60554



NOT TO SCALE

Pro

Project Number TII5274

2

DATE

FIGURE

D.Pa641/2015

TABLE I

Summary of Soil Analytical Results - Soil Characterization Sampling

Polynuclear Aromatic Hydrocarbons (PNAs)

CLIENT: Engineering Enterprises, Inc.

SAMPLE DATE: June 3, 2015

SITE: Yorkville Public Works Storage Facility, Tower Lane, Yorkville, Illinois 60560

LABORATORY: Prairie Analytical Systems, Inc.

PROJECT NUMBER: TII5274

MATRIX: Soil

								Analytical Method:	EPA Method 8270
	Maximum Allo	Maximum Allowable Concentration		YPW-I	YPW-2				
Contaminant of Concern	(MAC) within a M	letropolitan Statistical	Sample Date	6/3/2015	6/3/2015				
Contaminant of Concern	Ar	ea (MSA)	Depth	5'	5'				
	Value	Objective	Soll Type	Silty Sand	Silty Sand				
Acenaphthene	570	MAC		< 0.328	< 0.358				
Anthracene	12000	MAC		< 0.328	< 0.358				
Benzo(a)anthracene	1.8	MAC		< 0.328	∢0.358				
Benzo(b)fluoranthene	2.1	MAC		< 0.328	∢0.358				
Benzo(k)fluoranthene	9.0	MAC		< 0.328	< 0.358				
Benzo(a)pyrene	2.1	MAC		< 0.0602	< 0.0657				
Chrysene	88	MAC		< 0.328	∢0.358				
Dibenz(a,h)anthracene	0.42	MAC		< 0.0602	< 0.0657				
Fluoranthene	3100	MAC		< 0.328	< 0.358				
Fluorene	560	MAC		< 0.328	< 0.358				
Indeno(I,2,3-cd)pyrene	1.6	MAC		< 0.328	< 0.358				
Naphthalene	1.8	MAC		< 0.328	< 0.358				
Pyrene	2300	MAC		< 0.328	< 0.358				

Notes:

Constituents that are not identified in 35 IAC IIOO Subpart F (MAC Table) are compared to the Metropolitan Statistical Area Background Concentration found in 35 IAC 742 Appendix A, Table H

c = Analyte not detected (i.e. less than RL or MDL)

All data reported in milligrams per kilogram (mg/kg) unless otherwise noted.

NA = This constituent was not analyzed.

NE = No remediation objective established by the IEPA for this constituent.

Bold identifies an exceedence of the referenced objective.



TABLE 2

Summary of Soil Analytical Results - Soil Characterization Sampling

Resource Conservation Recovery Act (RCRA) Metals and Chloride

CLIENT: Engineering Enterprises, Inc.

SITE: Yorkville Public Works Storage Facility, Tower Lane, Yorkville, Illinois 60560

LABORATORY: Prairie Analytical Systems, Inc.

PROJECT NUMBER: TII5274 MATRIX: Soil

Analytical Method: EPA Method 6020

SAMPLE DATE: June 3, 2015

								runan, mean rueanean	
			Sample ID	YPW-I	YPW-2				
		ble Concentration	Sample Date	6/3/2015	6/3/2015				
Contaminant of Concern	(MAC) within a	a Metropolitan	рН	7.8	7.7				
Containment of Concern	Contaminant of Concern Statistical Area (MSA)		6.25 ≤ pH ≤ 9.0	Yes	Yes				
			Depth	5'	5'				
	Value	Objective	Soil Type	Silty Sand	Silty Sand				
Arsenic	13	MAC		4.30	3.42				
Barium	1,500	MAC		21.0	16.8				
Cadmium	5.2	MAC		< 0.275	⟨ 0.294				
Chloride	4000	MAC		472	126				
Chromium	21	MAC		5.11	6.48				
Lead	107	MAC		4.95	3.09				
Mercury	0.89	MAC		⟨ 0.0879	< 0.0942				
Selenium	1.3	MAC		⟨ 0.549	∢ 0.589				
Silver	4.4	MAC		⟨ 0.549	< 0.589				

Notes:

Constituents that are not identified in 35 IAC II00 Subpart F (MAC Table) are compared to the Metropolitan Statistical Area Background Concentration found in 35 IAC 742 Appendix A, Table H

< = Analyte not detected (i.e. less than RL or MDL)</p>

All data reported in milligrams per kilogram (mg/kg) unless otherwise noted.

NA = This constituent was not analyzed.

NE = No remediation objective established by the IEPA for this constituent.

Bold identifies an exceedence of the referenced objective.





Wednesday, June 10, 2015

Marjory McMahon Bredrup True North Consultants 1240 Iroquois Avenue, Suite 210 Naperville, IL 60563

TEL: (630) 717-2880 FAX: (630) 689-5881

RE: Yorkville Public Works: Tower Lane PAS WO: 15F0133

Prairie Analytical Systems, Inc. received 2 sample(s) on 6/3/2015 for the analyses presented in the following report.

All applicable quality control procedures met method specific acceptance criteria unless otherwise noted.

This report shall not be reproduced, except in full, without the prior written consent of Prairie Analytical Systems, Inc.

If you have any questions, please feel free to contact me at (217) 753-1148.

Respectfully submitted,

Kristen A. Potter

Project Manager

Certifications: NELAP/NELAC - IL #100323

Prairie Analytical Systems, Inc.

LABORATORY RESULTS

Date: 6/10/2015

Client: True North Consultants

Project: Yorkville Public Works: Tower Lane Lab Order: 15F0133

Case Narrative

Test: pH analysis by method SW 9045C

Samples need to be re-analyzed for QC confirmation. Sample results will not change.

Date: 6/10/2015

Client: True North Consultants

Project:Yorkville Public Works: Tower LaneLab Order:15F0133

 Client Sample ID:
 YPW-1
 Lab ID:
 15F0133-01

 Collection Date:
 6/3/15 8:40
 Matrix:
 Solid

Analyses	Result	Limit	Qual	Units	DF	Date Prepared	Date Analyzed	Method	Analyst
Semi-Volatile Organic Compounds by Go	C-MS								
*Acenaphthene	U	0.328		mg/Kg dry	1	6/5/15 15:13	6/5/15 23:34	SW8270C	AJD
*Anthracene	U	0.328		mg/Kg dry	1	6/5/15 15:13	6/5/15 23:34	SW8270C	AJD
*Benzo(a)anthracene	U	0.328		mg/Kg dry	1	6/5/15 15:13	6/5/15 23:34	SW8270C	AJD
*Benzo(b)fluoranthene	U	0.328		mg/Kg dry	1	6/5/15 15:13	6/5/15 23:34	SW8270C	AJD
*Benzo(k)fluoranthene	U	0.328		mg/Kg dry	1	6/5/15 15:13	6/5/15 23:34	SW8270C	AJD
*Benzo(a)pyrene	U	0.0602		mg/Kg dry	1	6/5/15 15:13	6/5/15 23:34	SW8270C	AJD
*Chrysene	U	0.328		mg/Kg dry	1	6/5/15 15:13	6/5/15 23:34	SW8270C	AJD
*Dibenz(a,h)anthracene	U	0.0602		mg/Kg dry	1	6/5/15 15:13	6/5/15 23:34	SW8270C	AJD
*Fluoranthene	U	0.328		mg/Kg dry	1	6/5/15 15:13	6/5/15 23:34	SW8270C	AJD
*Fluorene	U	0.328		mg/Kg dry	1	6/5/15 15:13	6/5/15 23:34	SW8270C	AJD
*Indeno(1,2,3-cd)pyrene	U	0.328		mg/Kg dry	1	6/5/15 15:13	6/5/15 23:34	SW8270C	AJD
*Naphthalene	U	0.328		mg/Kg dry	1	6/5/15 15:13	6/5/15 23:34	SW8270C	AJD
*Pyrene	U	0.328		mg/Kg dry	1	6/5/15 15:13	6/5/15 23:34	SW8270C	AJD
Surrogate: 2-Fluorobiphenyl		82 %		38-12	22	6/5/15 15:13	6/5/15 23:34	SW8270C	AJD
Surrogate: Nitrobenzene-d5		91 %		45-13	36	6/5/15 15:13	6/5/15 23:34	SW8270C	AJD
Surrogate: 4-Terphenyl-d14		96 %		57-12	?2	6/5/15 15:13	6/5/15 23:34	SW8270C	AJD
Metals by ICP-MS									
*Mercury	U	0.0879		mg/Kg dry	2	6/8/15 10:27	6/9/15 18:57	SW6020A	JTC
*Selenium	U	0.549		mg/Kg dry	2	6/8/15 10:27	6/9/15 18:57	SW6020A	JTC
*Silver	U	0.549		mg/Kg dry	2	6/8/15 10:27	6/9/15 18:57	SW6020A	JTC
Metals by ICP									
*Arsenic	4.30	0.549		mg/Kg dry	1	6/8/15 10:27	6/9/15 13:09	SW6010B	CCD
*Barium	21.0	0.275		mg/Kg dry	1	6/8/15 10:27	6/9/15 13:09	SW6010B	CCD
*Cadmium	U	0.275		mg/Kg dry	1	6/8/15 10:27	6/9/15 13:09	SW6010B	CCD
*Chromium	5.11	0.275		mg/Kg dry	1	6/8/15 10:27	6/9/15 13:09	SW6010B	CCD
*Lead	4.95	0.275		mg/Kg dry	1	6/8/15 10:27	6/9/15 13:09	SW6010B	CCD
Anions by Ion Chromatography									
*Chloride	472	55.4		mg/Kg dry	100	6/9/15 13:02	6/10/15 10:32	SW9056A	JKK
Conventional Chemistry Parameters									
*рН	7.8	0.010 C	CN	pH Units	1	6/10/15 10:21	6/10/15 12:49	SW9045C	DMS
Percent Solids	90.3	0.100		%	1	6/9/15 10:37	6/10/15 10:48	ASTM D2974	ADH

Date: 6/10/2015

Client: True North Consultants

Project: Yorkville Public Works: Tower Lane **Lab Order:** 15F0133

 Client Sample ID:
 YPW-2
 Lab ID:
 15F0133-02

 Collection Date:
 6/3/15 9:00
 Matrix:
 Solid

Analyses	Result	Limit	Qual Units	DF	Date Prepared	Date Analyzed	Method	Analyst
Semi-Volatile Organic Compounds by G	C-MS							
*Acenaphthene	U	0.358	mg/Kg dry	1	6/5/15 15:13	6/6/15 0:07	SW8270C	AJD
*Anthracene	U	0.358	mg/Kg dry	1	6/5/15 15:13	6/6/15 0:07	SW8270C	AJD
*Benzo(a)anthracene	U	0.358	mg/Kg dry	1	6/5/15 15:13	6/6/15 0:07	SW8270C	AJD
*Benzo(b)fluoranthene	U	0.358	mg/Kg dry	1	6/5/15 15:13	6/6/15 0:07	SW8270C	AJD
*Benzo(k)fluoranthene	U	0.358	mg/Kg dry	1	6/5/15 15:13	6/6/15 0:07	SW8270C	AJD
*Benzo(a)pyrene	U	0.0657	mg/Kg dry	1	6/5/15 15:13	6/6/15 0:07	SW8270C	AJD
*Chrysene	U	0.358	mg/Kg dry	1	6/5/15 15:13	6/6/15 0:07	SW8270C	AJD
*Dibenz(a,h)anthracene	U	0.0657	mg/Kg dry	1	6/5/15 15:13	6/6/15 0:07	SW8270C	AJD
*Fluoranthene	U	0.358	mg/Kg dry	1	6/5/15 15:13	6/6/15 0:07	SW8270C	AJD
*Fluorene	U	0.358	mg/Kg dry	1	6/5/15 15:13	6/6/15 0:07	SW8270C	AJD
*Indeno(1,2,3-cd)pyrene	U	0.358	mg/Kg dry	1	6/5/15 15:13	6/6/15 0:07	SW8270C	AJD
*Naphthalene	U	0.358	mg/Kg dry	1	6/5/15 15:13	6/6/15 0:07	SW8270C	AJD
*Pyrene	U	0.358	mg/Kg dry	1	6/5/15 15:13	6/6/15 0:07	SW8270C	AJD
Surrogate: 2-Fluorobiphenyl		79 %	38-	122	6/5/15 15:13	6/6/15 0:07	SW8270C	AJD
Surrogate: Nitrobenzene-d5		92 %	45-	136	6/5/15 15:13	6/6/15 0:07	SW8270C	AJD
Surrogate: 4-Terphenyl-d14		91 %	57-	122	6/5/15 15:13	6/6/15 0:07	SW8270C	AJD
Metals by ICP-MS								
*Mercury	U	0.0942	mg/Kg dry	2	6/8/15 10:27	6/9/15 19:48	SW6020A	JTC
*Selenium	U	0.589	mg/Kg dry	2	6/8/15 10:27	6/9/15 19:48	SW6020A	JTC
*Silver	U	0.589	mg/Kg dry	2	6/8/15 10:27	6/9/15 19:48	SW6020A	JTC
Metals by ICP								
*Arsenic	3.42	0.589	mg/Kg dry	1	6/8/15 10:27	6/9/15 13:39	SW6010B	CCD
*Barium	16.8	0.294	mg/Kg dry		6/8/15 10:27	6/9/15 13:39	SW6010B	CCD
*Cadmium	U	0.294	mg/Kg dry		6/8/15 10:27	6/9/15 13:39	SW6010B	CCD
*Chromium	6.48	0.294	mg/Kg dry		6/8/15 10:27	6/9/15 13:39	SW6010B	CCD
*Lead	3.09	0.294	mg/Kg dry	1	6/8/15 10:27	6/9/15 13:39	SW6010B	CCD
Anions by Ion Chromatography								
*Chloride	126	12.2	mg/Kg dry	20	6/9/15 13:02	6/10/15 10:51	SW9056A	JKK
Conventional Chemistry Parameters								
*pH	7.7	0.010 C	N pH Units	1	6/10/15 10:21	6/10/15 12:49	SW9045C	DMS
Percent Solids	82.2	0.100	%	1	6/9/15 10:37	6/10/15 10:48	ASTM D2974	ADH

Date: 6/10/2015

%REC

RPD

Client: True North Consultants

Project: Yorkville Public Works: Tower Lane Lab Order: 15F0133

Reporting

Semi-Volatile Organic Compounds by GC-MS - Quality Control

Spike

Source

100

0.66667

mg/Kg wet

57-122

Analyte	Result	Limit	Units	Level	Result	%REC	Limits	RPD	Limit	Notes
Batch Y002972 - SW 3550B PNA										
Blank (Y002972-BLK1)				Prepared &	z Analyzed:	06/05/2015	5			
Acenaphthene	U	0.300	mg/Kg wet	•						
Anthracene	U	0.300	mg/Kg wet							
Benzo(a)anthracene	U	0.300	mg/Kg wet							
Benzo(b)fluoranthene	U	0.300	mg/Kg wet							
Benzo(k)fluoranthene	U	0.300	mg/Kg wet							
Benzo(a)pyrene	U	0.0550	mg/Kg wet							
Chrysene	U	0.300	mg/Kg wet							
Dibenz(a,h)anthracene	U	0.0550	mg/Kg wet							
Fluoranthene	U	0.300	mg/Kg wet							
Fluorene	U	0.300	mg/Kg wet							
Indeno(1,2,3-cd)pyrene	U	0.300	mg/Kg wet							
Naphthalene	U	0.300	mg/Kg wet							
Pyrene	U	0.300	mg/Kg wet							
Surrogate: 2-Fluorobiphenyl	0.651		mg/Kg wet	0.66667		98	38-122			
Surrogate: Nitrobenzene-d5	0.760		mg/Kg wet	0.66667		114	45-136			
Surrogate: 4-Terphenyl-d14	0.706		mg/Kg wet	0.66667		106	57-122			
LCS (Y002972-BS1)				Prepared &	z Analyzed:	06/05/2015	5			
Acenaphthene	0.624	0.300	mg/Kg wet	0.66667		94	50-135			
Acenaphthylene	0.596	0.300	mg/Kg wet	0.66667		89	51-134			
Anthracene	0.609	0.300	mg/Kg wet	0.66667		91	52-117			
Benzo(a)anthracene	0.615	0.300	mg/Kg wet	0.66667		92	50-126			
Benzo(b)fluoranthene	0.685	0.300	mg/Kg wet	0.66667		103	57-134			
Benzo(k)fluoranthene	0.686	0.300	mg/Kg wet	0.66667		103	59-168			
Benzo(g,h,i)perylene	0.512	0.300	mg/Kg wet	0.66667		77	56-147			
Benzo(a)pyrene	0.613	0.0550	mg/Kg wet	0.66667		92	41-133			
Chrysene	0.640	0.300	mg/Kg wet	0.66667		96	52-127			
Dibenz(a,h)anthracene	0.609	0.0550	mg/Kg wet	0.66667		91	60-170			
Fluoranthene	0.658	0.300	mg/Kg wet	0.66667		99	57-130			
Fluorene	0.587	0.300	mg/Kg wet	0.66667		88	47-154			
Indeno(1,2,3-cd)pyrene	0.555	0.300	mg/Kg wet	0.66667		83	59-132			
Naphthalene	0.638	0.300	mg/Kg wet	0.66667		96	40-135			
Phenanthrene	0.602	0.300	mg/Kg wet	0.66667		90	54-126			
Pyrene	0.643	0.300	mg/Kg wet	0.66667		96	57-132			
Surrogate: 2-Fluorobiphenyl	0.618		mg/Kg wet	0.66667		93	38-122			
Surrogate: Nitrobenzene-d5	0.703		mg/Kg wet	0.66667		105	45-136			

0.665

Surrogate: 4-Terphenyl-d14

Date: 6/10/2015

Client: True North Consultants

Project: Yorkville Public Works: Tower Lane Lab Order: 15F0133

Metals by ICP-MS - Quality Control

Analys	D14	Reporting	TT-:4-	Spike	Source	0/DEC	%REC	DDD	RPD	N.4
Analyte	Result	Limit	Units	Level	Result	%REC	Limits	RPD	Limit	Notes
Batch Y002993 - SW 3050B Metals										
Blank (Y002993-BLK1)				Prepared &	: Analyzed:	06/08/2013	5			
Mercury	U	0.0800	mg/Kg wet							
Selenium	U	0.500	mg/Kg wet							
Silver	U	0.500	mg/Kg wet							
LCS (Y002993-BS1)				Prepared &	: Analyzed:	06/08/2013	5			
Mercury	0.966	0.0800	mg/Kg wet	1.0000		97	80-120			
Selenium	25.0	0.500	mg/Kg wet	25.000		100	80-120			
Silver	2.46	0.500	mg/Kg wet	2.5000		98	80-120			
Matrix Spike (Y002993-MS1)	Sou	rce: 15F0133	-01	Prepared: 0	06/08/2015	Analyzed: (06/09/2015			
Mercury	0.984	0.0880	mg/Kg dry	1.0998	ND	89	75-125			
Selenium	25.1	0.550	mg/Kg dry	27.496	0.154	91	75-125			
Silver	2.50	0.550	mg/Kg dry	2.7496	ND	91	75-125			
Matrix Spike Dup (Y002993-MSD1)	Sou	rce: 15F0133	-01	Prepared: 0	06/08/2015 .	Analyzed: (06/09/2015			
Mercury	0.999	0.0886	mg/Kg dry	1.1075	ND	90	75-125	1	20	
Selenium	25.3	0.554	mg/Kg dry	27.689	0.154	91	75-125	0.7	20	
Silver	2.53	0.554	mg/Kg dry	2.7689	ND	91	75-125	1	20	

Date: 6/10/2015

Client: True North Consultants

Project: Yorkville Public Works: Tower Lane Lab Order: 15F0133

Metals by ICP - Quality Control

		Reporting		Spike	Source		%REC		RPD	
Analyte	Result	Limit	Units	Level	Result	%REC	Limits	RPD	Limit	Notes
Batch Y002992 - SW 3050B Metals										
Blank (Y002992-BLK1)				Prepared: 0	06/08/2015	Analyzed: (06/09/2015			
Arsenic	U	0.500	mg/Kg wet							
Barium	U	0.250	mg/Kg wet							
Cadmium	U	0.250	mg/Kg wet							
Chromium	U	0.250	mg/Kg wet							
Lead	U	0.250	mg/Kg wet							
LCS (Y002992-BS1)				Prepared: 0	06/08/2015	Analyzed: (06/09/2015			
Arsenic	25.0	0.500	mg/Kg wet	25.000		100	85-115			
Barium	25.6	0.250	mg/Kg wet	25.000		103	85-115			
Cadmium	24.8	0.250	mg/Kg wet	25.000		99	85-115			
Chromium	25.2	0.250	mg/Kg wet	25.000		101	85-115			
Lead	24.7	0.250	mg/Kg wet	25.000		99	85-115			
Matrix Spike (Y002992-MS1)	Sourc	e: 15F0133-	-01	Prepared: 0	06/08/2015 .	Analyzed: (06/09/2015			
Arsenic	31.6	0.550	mg/Kg dry	27.496	4.30	99	75-125			
Barium	52.8	0.275	mg/Kg dry	27.496	21.0	116	75-125			
Cadmium	24.7	0.275	mg/Kg dry	27.496	0.274	89	75-125			
Chromium	31.2	0.275	mg/Kg dry	27.496	5.11	95	75-125			
Lead	28.8	0.275	mg/Kg dry	27.496	4.95	87	75-125			
Matrix Spike Dup (Y002992-MSD1)	Source	e: 15F0133-	-01	Prepared: 0	06/08/2015	Analyzed: (06/09/2015			
Arsenic	31.9	0.554	mg/Kg dry	27.689	4.30	100	75-125	0.7	20	
Barium	49.5	0.277	mg/Kg dry	27.689	21.0	103	75-125	6	20	
Cadmium	24.9	0.277	mg/Kg dry	27.689	0.274	89	75-125	0.9	20	
Chromium	31.7	0.277	mg/Kg dry	27.689	5.11	96	75-125	2	20	
Lead	28.4	0.277	mg/Kg dry	27.689	4.95	85	75-125	1	20	

Date: 6/10/2015

Client: True North Consultants

Project: Yorkville Public Works: Tower Lane Lab Order: 15F0133

Anions by Ion Chromatography - Quality Control

Analyte	Result	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Notes
Batch Y003018 - EPA 300.0/SW 9056A Anions	8									
Blank (Y003018-BLK1)				Prepared: (06/08/2015	Analyzed: (06/10/2015			
Chloride	U	0.500	mg/Kg wet							
LCS (Y003018-BS1)				Prepared: (06/08/2015	Analyzed: (06/10/2015			
Chloride	1.49	0.500	mg/Kg wet	1.5000		100	90-110			
Duplicate (Y003018-DUP1)	Sour	ce: 15F0133	-02	Prepared: (06/08/2015	Analyzed: (06/10/2015			
Chloride	180	0.608	mg/Kg dry		210			16	20	Е
Matrix Spike (Y003018-MS1)	Sour	ce: 15F0133	-02	Prepared: (06/08/2015	Analyzed: (06/10/2015			
Chloride	211	0.608	mg/Kg dry	1.8240	210	79	90-110			E, S
Matrix Spike Dup (Y003018-MSD1)	Sour	ce: 15F0133	-02	Prepared: (06/08/2015	Analyzed: (06/10/2015			
Chloride	189	0.608	mg/Kg dry	1.8236	210	NR	90-110	11	20	E, S

Date: 6/10/2015

Client: True North Consultants

Project: Yorkville Public Works: Tower Lane Lab Order: 15F0133

Conventional Chemistry Parameters - Quality Control

		Reporting		Spike	Source		%REC		RPD	
Analyte	Result	Limit	Units	Level	Result	%REC	Limits	RPD	Limit	Notes
Batch Y003032 - ASTM D2216 Moisture										
Blank (Y003032-BLK1)				Prepared: 0	06/09/2015	Analyzed: (06/10/2015			
Percent Solids	U	0.100	%							
Duplicate (Y003032-DUP1)	Sour	ce: 15F0133-	01	Prepared: 0	06/09/2015	Analyzed: (06/10/2015			
Percent Solids	91.1	0.100	%		90.3			0.8	20	
Batch Y003039 - SW 9045C pH										
Duplicate (Y003039-DUP1)	Sour	ce: 15F0133-	01	Prepared &	Analyzed:	06/10/2015	5			
pH	7.8	0.010	pH Units		7.8			0.3	5	C

Client: True North Consultants

Project: Yorkville Public Works: Tower Lane Lab Order: 15F0133

Notes and Definitions

S Spike recovery outside acceptance limits.

E Result above quantitation range.

CN See case narrative.

* NELAC certified compound.

U Analyte not detected (i.e. less than RL or MDL).

Chain of Custody Record

Central IL - 1210 Capital Airport Drive - Springfield, IL 62707-8490 - Phone (217) 753-1148 - Facsimile (217) 753-1152 Chicago IL Office - 9114 Virginia Rd., Ste 112 - Lake in the Hills, IL 60156 - Phone (847) 651-2604 - Facsimile (847) 458-9680 Central/Southern IL Office - Phone (217) 414-7762 - Facsimile (217) 223-7922

Prairie Analytical Systems, INCORPORATED WWW.prairieanalytical.com

Sampler Comments Ш Method of Shipmen Temperature (°C) X - Other (Specify) X - Other (Specify) Reporting □ Indust ☐ Resid MAC ups 0 m 7 CCDD CALM RISC 2 On wet ice? 10:57 5 - 5035 Kit 0-0 (sex 2 3 4 QC Level Analysis and/or Method Requested 0 4 - NaOH S - Solid Rush Hd × × Date Required: 5 to 7 days Turnaround Time: Standard Carmo NA - Non-Aqueous Liquid RCRA Metals × Received By 3 - HNO3 SANG × 0 Total Chloride riote × × Sample Type Comp Grab × × GW - Ground Water 2-H2SO4 Containers 27.75 200 No. of Time Marjory McMahon, Ryan Bourgart, Joe Reed Matrix Preserv Code 0 0 DW - Drinking Water 3 Code 1 - HCI Date S S 1240 Iroquois Avenue, Suite 206 630.717.2880/630.689.5881 Naperville, Illinois 60563 Time True North Consultants 006 840 Yorkville Public Works Tower Lane, Yorkville A - Aqueous 0 - None 6/3/2015 6/3/2015 Date T115274 Relinquished By Project Name / Number Sample Description Sity, State, Zip Code a.O. # or Invoice To Phone / Facsimile Matrix Code Preserv Code Instructions Project Location Show Contact Person YPW-2 rPW-1 Address Client Pagg 96811 of 11

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Copies: White - Client / Yellow - PAS, Inc. / Pink - Sampler

PAS COC Rev. 3

STATE OF ILLINOIS ENVIRONMENTAL PROTECTION AGENCY NELAP - RECOGNIZED ENVIRONMENTAL LABORATORY ACCREDITATION

is hereby granted to

PRAIRIE ANALYTICAL SYSTEMS, INCORPORATED

1210 CAPITAL AIRPORT DRIVE

SPRINGFIELD, IL 62707-8413

NELAP ACCREDITED

ACCREDITATION NUMBER #100323



According to the Illinois Administrative Code, Title 35, Subtitle A, Chapter II, Part 186, ACCREDITATION OF LABORATORIES FOR DRINKING WATER, WASTEWATER AND HAZARDOUS WASTES ANALYSIS, the State of Illinois formally recognizes that this laboratory is technically competent to perform the environmental analyses listed on the scope of accreditation detailed below.

The laboratory agrees to perform all analyses listed on this scope of accreditation according to the Part 186 requirements and acknowledges that continued accreditation is dependent on successful ongoing compliance with the applicable requirements of Part 186. Please contact the Illinois EPA Environmental Laboratory Accreditation Program (IL ELAP) to verify the laboratory's scope of accreditation and accreditation status. Accreditation by the State of Illinois is not an endorsement or a guarantee of validity of the data generated by the laboratory.

Celeste M. Crowley Acting Manager

Environmental Laboratory Accreditation Program

C'elaste M'sontey

John South

Accreditation Officer

Environmental Laboratory Accreditation Program

John D. South

Certificate No.: 003584 Expiration Date: 01/31/2016

Issued On: 03/12/2015

Environmental Protection Agency

Awards the Certificate of Approval to:

Prairie Analytical Systems, Incorporated 1210 Capital Airport Drive Springfield, IL 62707-8413

According to the Illinois Administrative Code, Title 35, Subtitle A, Chapter II, Part 186, ACCREDITATION OF LABORATORIES FOR DRINKING WATER, WASTEWATER AND HAZARDOUS WASTES ANALYSIS, the State of Illinois formally recognizes that this laboratory is technically competent to perform the environmental analyses listed on the scope of accreditation detailed below.

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FOT Name: Drinking Water, Inorganic

Method: SM2130B,18Ed

Matrix Type: Potable Water

Turbidity

Method: SM2320B,18Ed

Matrix Type: Potable Water

Alkalinity

Method: SM2340B,18Ed

Matrix Type: Potable Water

Hardness

Method: SM4110B,18Ed

Matrix Type: Potable Water

Chloride Fluoride
Nitrate Nitrite
Orthophosphate Sulfate

Method: SM4500CN-E,18Ed

Matrix Type: Potable Water

Cyanide

Method: SM4500H-B,18Ed

Matrix Type: Potable Water

Hydrogen ion (pH)

Method: SM5310C,20Ed

Matrix Type: Potable Water

Total Organic Carbon (TOC)

Method: USEPA150.1

Matrix Type: Potable Water

Hydrogen ion (pH)

Method: USEPA180.1

Matrix Type: Potable Water

Turbidity

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Prairie Analytical Systems, Incorporated 1210 Capital Airport Drive Springfield, IL 62707-8413

FOT Name: Drinking Water, Inorganic Method: USEPA200.7R4.4

Matrix Type: Potable Water

 Aluminum
 Arsenic

 Barium
 Beryllium

 Cadmium
 Calcium

 Chromium
 Copper

 Hardness (calc.)
 Iron

 Magnesium
 Manganese

Nickel Silver
Sodium Zinc

Method: USEPA200.8R5.4

Matrix Type: Potable Water

Aluminum Antimony Arsenic Barium Beryllium Cadmium Chromium Copper Lead Manganese Mercury Molybdenum Nickel Selenium Silver Thallium

Zinc

Method: USEPA245.2

Matrix Type: Potable Water

Mercury

Method: USEPA300.0R2.1

Matrix Type: Potable Water

Chloride Fluoride
Nitrate Nitrite
Orthophosphate Sulfate

FOT Name: Drinking Water, Organic

Method: USEPA524.2R4.1

Matrix Type: Potable Water

1,1,1-Trichloroethane1,1,2-Trichloroethane1,1-Dichloroethene1,2,4-Trichlorobenzene1,2-Dichlorobenzene1,2-Dichloroethane

Thursday, March 12, 2015

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FOT Name: Drinking Water, Organic Method: USEPA524.2R4.1

Matrix Type: Potable Water 1,2-Dichloropropane

1,4-DichlorobenzeneBenzeneBromodichloromethaneBromoform

Chlorobenzene Chlorodibromomethane
Chloroform cis-1,2-Dichloroethene

Dichloromethane (Methylene chloride) Ethylbenzene

Methyl tert-butyl ether (MTBE)

Naphthalene

Styrene Tetrachloroethene
Toluene Total trihalomethanes

trans-1,2-Dichloroethene Trichloroethylene
Vinyl chloride Xylenes (total)

Method: USEPA525.2R2.0

Matrix Type: Potable Water
4,4'-DDT Alachlor

Aldrin Atrazine

Benzo(a)pyrene Di (2-ethylhexyl) adipate
Di (2-ethylhexyl) phthalate Dieldrin

gamma-BHC (Lindane) Heptachlor epoxide

Hexachlorocyclopentadiene Methoxychlor

Simazina

Simazine

FOT Name: Non Potable Water, Inorganic

Method: SM2130B,2001

Matrix Type: NPW/SCM

Turbidity

Method: SM2310B,1997

Matrix Type: NPW/SCM

Acidity

Method: SM2320B,1997

Matrix Type: NPW

Alkalinity

Method: SM2340B,1997

Matrix Type: NPW

Method: SM2540B,1997

Hardness

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Prairie Analytical Systems, Incorporated 1210 Capital Airport Drive Springfield, IL 62707-8413

FOT Name: Non Potable Water, Inorganic Method: SM2540B,1997

Matrix Type: NPW
Residue (Total)

Method: SM2540C,1997

Matrix Type: NPW
Residue (TDS)

Method: SM2540D,1997

Matrix Type: NPW
Residue (TSS)

Method: SM3500Cr-B,2009

Matrix Type: NPW/SCM

Chromium VI

Method: SM4110B,2000

Matrix Type: NPW/SCM

Bromide Chloride
Fluoride Nitrate
Nitrate-Nitrite (as N) Nitrite
Orthophosphate (as P) Sulfate

Method: SM4500CN-E,1999

Matrix Type: NPW

Cyanide

Method: SM4500H-B,2000

Matrix Type: NPW
Hydrogen Ion (pH)

Method: SM4500NH3-D,1997

Matrix Type: NPW/SCM

Ammonia Total Kjeldahl Nitrogen

Method: SM4500O-G,2001

Matrix Type: NPW
Oxygen - Dissolved

Method: SM4500P-E,1999

Matrix Type: NPW

Orthophosphate (as P) Phosphorus

Method: SM4500S₂-F,2000

Matrix Type: NPW/SCM

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FOT Name: Non Potable Water, Inorganic Method: SM4500S₂-F,2000

Matrix Type: NPW/SCM Sulfide

Method: SM5210B,2001

Matrix Type: NPW

Biochemical Oxygen Demand (BOD)

Matrix Type: NPW/SCM

Carbonaceous Biochemical Oxygen Demand (CBOI

Method: SM5220D,1997

Matrix Type: NPW

Chemical Oxygen Demand (COD)

Method: SM5310C,2000

Matrix Type: NPW

Total Organic Carbon (TOC)

Method: USEPA160.4,1971

Matrix Type: NPW
Residue (Volatile)

Method: USEPA1664A

Matrix Type: NPW

Oil and Grease

Method: USEPA180.1R2.0,1993

Matrix Type: NPW

Turbidity

Method: USEPA200.7,1994

Matrix Type: NPW/SCM

Aluminum Antimony
Arsenic Barium
Beryllium Calcium
Cobalt Copper
Iron Lead

Magnesium Manganese
Molybdenum Nickel
Potassium Selenium
Silver Sodium
Thallium Tin

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FOT Name: Non Potable Water, Inorganic Method: USEPA200.7,1994

 Matrix Type:
 NPW/SCM
 Titanium

 Vanadium
 Zinc

Method: USEPA200.8,1994

Matrix Type: NPW/SCM

Aluminum
Arsenic
Beryllium
Beryllium
Cadmium
Chromium
Cobalt
Copper

LeadMagnesiumManganeseMolybdenumNickelPotassiumSeleniumSilverSodiumThalliumTinTitaniumVanadiumZinc

Method: USEPA245.2,1974

Matrix Type: NPW/SCM

Mercury

Method: USEPA300.0R2.1,1993

Matrix Type: NPW

Bromide Chloride
Fluoride Nitrate
Nitrate-Nitrite (as N) Nitrite
Orthophosphate (as P) Sulfate

Method: USEPA410.4R2.0,1993

Matrix Type: NPW

Chemical Oxygen Demand (COD)

Method: USEPA420.1,1978

Matrix Type: NPW

Phenolics

FOT Name: Solid and Chemical Materials, Inorganic

Method: 1010A

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FOT Name: Solid and Chemical Materials, Inorganic Method: 1010A

Matrix Type: NPW/SCM

Ignitability

Method: 1311

Matrix Type: SCM

TCLP (Organic and Inorganic)

Method: 1312

Matrix Type: SCM

Synthetic Precipitation Leaching Procedure

Method: 6010B

Matrix Type: NPW/SCM

Aluminum Antimony
Arsenic Barium
Beryllium Calcium
Cobalt Copper
Iron Lead

Magnesium Manganese

Molybdenum Nickel

Potassium Selenium

Silver Sodium

Strontium Thallium

Tin Titanium

Vanadium Zinc

Method: 6020A

Matrix Type: NPW/SCM

Aluminum Antimony
Arsenic Barium
Beryllium Boron
Cadmium Calcium
Chromium Cobalt
Copper Iron

Lead Magnesium

Manganese Mercury

Molybdenum Nickel

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Prairie Analytical Systems, Incorporated 1210 Capital Airport Drive Springfield, IL 62707-8413

FOT Name: Solid and Chemical Materials, Inorganic

Matrix Type: NPW/SCM

Selenium Sodium

Vanadium

Method: 7196A

Matrix Type: NPW/SCM

Chromium VI

Method: 7470A

Matrix Type: NPW

Mercury

Method: 7471B

Matrix Type: SCM

Mercury

Method: 9014

Matrix Type: NPW/SCM

Cyanide

Method: 9034

Matrix Type: NPW/SCM

Sulfides

Method: 9040B

Matrix Type: NPW

Hydrogen Ion (pH)

Method: 9040C

Matrix Type: NPW

Hydrogen Ion (pH)

Method: 9045C

Matrix Type: SCM

Hydrogen Ion (pH)

Method: 9045D

Matrix Type: SCM

Hydrogen Ion (pH)

Method: 9056A

Matrix Type: NPW/SCM

Bromide Chloride

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Method: 6020A

Potassium

Silver

Thallium

Zinc

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Prairie Analytical Systems, Incorporated 1210 Capital Airport Drive Springfield, IL 62707-8413

FOT Name: Solid and Chemical Materials, Inorganic Method: 9056A

Matrix Type:NPW/SCMFluorideNitrateNitritePhosphateSulfate

Method: 9065

Matrix Type: NPW/SCM

Phenolics

Method: 9081

Matrix Type: NPW/SCM

Cation-exchange Capacity

Method: 9095A

Matrix Type: NPW/SCM

Paint Filter

FOT Name: Solid and Chemical Materials, Organic

Method: 8015B

Matrix Type: NPW/SCM

Diesel range organics (DRO) Gasoline range organics (GRO)

Method: 8081A

Matrix Type: NPW/SCM

4,4'-DDD 4,4'-DDE 4,4'-DDT Aldrin

alpha-BHC alpha-Chlordane

beta-BHC Chlordane - not otherwise specified

delta-BHC Dieldrin

Endosulfan I Endosulfan II

Endosulfan sulfate Endrin

Endrin aldehyde Endrin ketone
gamma-BHC (Lindane) gamma-Chlordane
Heptachlor Heptachlor epoxide

·

Method: 8082

Matrix Type: NPW/SCM

Methoxychlor

PCB-1016 PCB-1221
PCB-1232 PCB-1242
PCB-1248 PCB-1254

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Toxaphene

State of Illinois Environmental Protection Agency

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Prairie Analytical Systems, Incorporated 1210 Capital Airport Drive Springfield, IL 62707-8413

FOT Name: Solid and Chemical Materials, Organic Method: 8082

Matrix Type: NPW/SCM PCB-1260

Method: 8260B

Matrix Type: NPW/SCM

1,1,1,2-Tetrachloroethane1,1,1-Trichloroethane1,1,2,2-Tetrachloroethane1,1,2-Trichloroethane1,1-Dichloroethane1,1-Dichloroethane1,1-Dichloropropene1,2,3-Trichlorobenzene

1,1-Dichloropropene1,2,3-Trichlorobenzene1,2,3-Trichloropropane1,2,4-Trichlorobenzene

1,2,4-Trimethylbenzene 1,2-Dibromo-3-chloropropane (DBCP)

Certificate No.:

003584

1,2-Dibromoethane (EDB)1,2-Dichlorobenzene1,2-Dichloroethane1,2-Dichloropropane1,3,5-Trimethylbenzene1,3-Dichlorobenzene1,3-Dichloropropane1,4-Dichlorobenzene

2,2-Dichloropropane 2-Butanone (Methyl ethyl ketone, MEK)

2-Chloroethyl vinyl ether 2-Chlorotoluene
2-Hexanone 4-Chlorotoluene

4-Methyl-2-pentanone (Methyl isobutyl ketone, MIBł Acetone

Acetonitrile Acrolein (Propenal)

Acrylonitrile Benzene

Bromobenzene Bromochloromethane

Bromodichloromethane Bromoform

Bromomethane Carbon disulfide

Carbon tetrachloride Chlorodibromomethane (Dibromochloromethane) Chloroethane

Chloroform Chloromethane

cis-1,2-Dichloroethene cis-1,3-Dichloropropene

Dibromomethane Dichlorodifluoromethane

Dichloromethane Dichloromethane (Methylene chloride) Ethylbenzene

Hexachlorobutadiene Isopropylbenzene

Methyl-t-butyl ether Naphthalene

n-Butylbenzene n-Propylbenzene

p-Isopropyltoluene sec-Butylbenzene

Styrene tert-Butylbenzene

Tetrachloroethene Toluene

trans-1,2-Dichloroethene trans-1,3-Dichloropropene

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FOT Name: Solid and Chemical Materials, Organic Method: 8260B

 Matrix Type:
 NPW/SCM
 Trichloroethene

 Trichlorofluoromethane
 Vinyl acetate

 Vinyl chloride
 Xylenes (Total)

Method: 8270C

Matrix Type: NPW/SCM

1,2,4-Trichlorobenzene1,2-Dichlorobenzene1,3-Dichlorobenzene1,4-Dichlorobenzene2,4,5-Trichlorophenol2,4,6-Trichlorophenol2,4-Dichlorophenol2,4-Dimethylphenol

2,4-Dinitrophenol 2,4-Dinitrotoluene (2,4-DNT)

Certificate No.:

003584

2,6-Dinitrotoluene (2,6-DNT)2-Chloronaphthalene2-Chlorophenol2-Methylnaphthalene

2-Methylphenol (o-Cresol) 2-Nitroaniline

2-Nitrophenol 3,3'-Dichlorobenzidine
3-Nitroaniline 4,6-Dinitro-2-methylphenol
4-Bromophenyl phenyl ether 4-Chloro-3-methylphenol

4-Chloroaniline 4-Chlorophenyl phenyl ether
4-Methylphenol (p-Cresol) 4-Nitroaniline

4-Nitrophenol Acenaphthene

Acenaphthylene Anthracene

Benzo(a)anthracene Benzo(a)pyrene

Benzo(b)fluoranthene Benzo(g,h,i)perlyene

Benzo(k)fluoranthene Bis(2-chloroethoxy) methane
Bis(2-chloroethyl) ether Bis(2-chloroisopropyl) ether
Bis(2-ethylhexyl) phthalate Butyl benzyl phthalate
Carbazole Carbofuran (Furaden)

Chlorobenzilate Chrysene

Dibenz(a,h)anthracene Dibenzofuran

Diethyl phthalate Di-n-butyl phthalate

Di-n-octyl phthalate

Fluoranthene Fluorene

Hexachlorobenzene Hexachlorobutadiene Hexachlorocyclopentadiene Hexachlorocyclopentadiene

Indeno(1,2,3-cd) pyreneIsophoroneNaphthaleneNitrobenzene

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Prairie Analytical Systems, Incorporated 1210 Capital Airport Drive Springfield, IL 62707-8413

FOT Name: Solid and Chemical Materials, Organic Method: 8270C

 Matrix Type:
 NPW/SCM
 N-Nitrosodimethylamine

 N-Nitrosodi-n-propylamine
 N-Nitrosodiphenylamine

 o-Cresol (2-Methylphenol)
 p-Cresol (4-Methylphenol)

Pentachlorophenol Phenanthrene

Phenol Pyrene

Method: 8270C Mod_Farm Chemicals

Matrix Type: NPW/SCM

Acetochlor
Atrazine
Butylate
Chlorpyrifos
Cyanazine
EPTC
Metribuzin
Prometon
Simazine
Terbufos
Alachlor
Butylate
Cyanazine
Pyanazine
Syanazine
Trifluralin

Method: 8321B

Matrix Type: NPW/SCM

2,4,5-TP (Silvex)

2,4-DB

Aldicarb (Temik) Carbofuran (Furaden)

DalaponDicambaDinosebMCPAMCPPOxamyl

Thursday, March 12, 2015

EDR VISTACheck® Report

Winston Engineering 610 TOWER LANE YORKVILLE, IL 60560

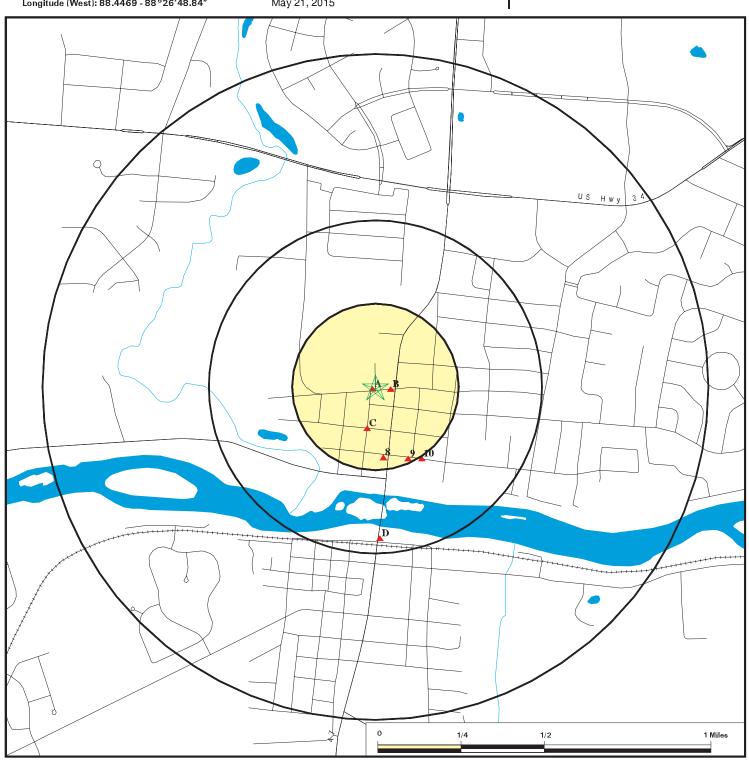
Latitude (North): 41.64905 - 41°38′56.58″ Longitude (West): 88.4469 - 88°26′48.84″

May 21, 2015



Nationwide Customer Service

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Target Property Toxic Sites

National Priority List Sites Dept. Defense Sites

Indian Reservations BIA

EDR VISTACheck® Report

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Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	>1	Total Plotted
STANDARD ENVIRONMENT	TAL RECORDS							
Federal NPL site list								
NPL Proposed NPL NPL LIENS	0.500 0.500 TP		0 0 NR	0 0 NR	0 0 NR	NR NR NR	NR NR NR	0 0 0
Federal Delisted NPL site	e list							
Delisted NPL	0.500		0	0	0	NR	NR	0
Federal CERCLIS list								
CERCLIS FEDERAL FACILITY	0.500 1.000		0 0	0 0	0 0	NR 0	NR NR	0 0
Federal CERCLIS NFRAI	P site List							
CERC-NFRAP	0.500		0	0	0	NR	NR	0
Federal RCRA CORRAC	TS facilities li	st						
CORRACTS	0.500		0	0	0	NR	NR	0
Federal RCRA non-COR	RACTS TSD f	acilities list						
RCRA-TSDF	0.500		0	0	0	NR	NR	0
Federal RCRA generator	s list							
RCRA-LQG RCRA-SQG RCRA-CESQG	0.250 0.250 0.250		0 0 1	0 2 0	NR NR NR	NR NR NR	NR NR NR	0 2 1
Federal institutional con engineering controls reg								
US ENG CONTROLS US INST CONTROL LUCIS	0.500 0.500 0.500		0 0 0	0 0 0	0 0 0	NR NR NR	NR NR NR	0 0 0
Federal ERNS list								
ERNS	TP		NR	NR	NR	NR	NR	0
State- and tribal - equiva	lent CERCLIS	6						
SSU	0.500		0	0	0	NR	NR	0
State and tribal landfill a solid waste disposal site								
SWF/LF LF SPECIAL WASTE IL NIPC CCDD	0.500 0.500 0.500 0.500		0 0 0 0	0 0 0	0 0 0 0	NR NR NR NR	NR NR NR NR	0 0 0 0
State and tribal leaking s	storage tank l	ists						
LUST	0.500		0	0	3	NR	NR	3

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
LUST TRUST INDIAN LUST	0.500 0.500		0	0 0	0 0	NR NR	NR NR	0 0
State and tribal registere	d storage tar	nk lists						
UST AST INDIAN UST FEMA UST	0.250 0.250 0.250 0.250		2 0 0 0	2 0 0 0	NR NR NR NR	NR NR NR NR	NR NR NR NR	4 0 0 0
State and tribal institutio control / engineering con		s						
ENG CONTROLS INST CONTROL	0.500 0.500		0 0	0 0	0 0	NR NR	NR NR	0 0
State and tribal voluntary	cleanup site	es						
INDIAN VCP SRP	0.500 0.500		0 0	0 0	0 0	NR NR	NR NR	0 0
State and tribal Brownfie	lds sites							
BROWNFIELDS	0.500		0	0	0	NR	NR	0
ADDITIONAL ENVIRONMEN	TAL RECORDS	<u>s</u>						
Local Brownfield lists								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
Local Lists of Landfill / S Waste Disposal Sites	olid							
ODI DEBRIS REGION 9 INDIAN ODI	0.500 0.500 0.500		0 0 0	0 0 0	0 0 0	NR NR NR	NR NR NR	0 0 0
Local Lists of Hazardous Contaminated Sites	waste /							
US CDL CDL US HIST CDL	TP TP TP		NR NR NR	NR NR NR	NR NR NR	NR NR NR	NR NR NR	0 0 0
Local Land Records								
LIENS 2	TP		NR	NR	NR	NR	NR	0
Records of Emergency Release Reports								
HMIRS SPILLS	TP TP		NR NR	NR NR	NR NR	NR NR	NR NR	0 0
Other Ascertainable Rec								
RCRA NonGen / NLR DOT OPS DOD FUDS	TP TP 0.500 0.500		NR NR 0 0	NR NR 0 0	NR NR 0 0	NR NR NR NR	NR NR NR NR	0 0 0

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
CONSENT ROD UMTRA US MINES TRIS TSCA FTTS HIST FTTS SSTS ICIS PADS MLTS RADINFO FINDS RAATS RMP NPDES UIC HWAR DRYCLEANERS IMPDMENT AIRS TIER 2 INDIAN RESERV SCRD DRYCLEANERS BOL COAL ASH PIMW Financial Assurance CHICAGO ENV LEAD SMELTERS	0.500 0.500 0.500 0.500 0.250 TP		0 0 0 0 NR	0000	0 0 0 0 R R R R R R R R R R R R R R R R			Plotted 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
US AIRS EPA WATCH LIST US FIN ASSUR COAL ASH EPA PCB TRANSFORMER COAL ASH DOE 2020 COR ACTION PRP	TP TP TP 0.500 TP TP 0.250		NR NR NR 0 NR NR NR	NR NR NR O NR NR O NR	NR NR NR O NR NR NR NR	NR NR NR NR NR NR NR	NR NR NR NR NR NR NR	0 0 0 0 0 0
EDR HIGH RISK HISTORICA	L RECORDS							
EDR Exclusive Records EDR MGP EDR US Hist Auto Stat EDR US Hist Cleaners	0.500 0.250 0.250		0 0 0	0 0 0	0 NR NR	NR NR NR	NR NR NR	0 0 0
EDR RECOVERED GOVERNMENT ARCHIVES								
Exclusive Recovered Go RGA HWS	vt. Archives 0.500		0	0	0	NR	NR	0

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
RGA LF	0.500		0	0	0	NR	NR	0
RGA LUST	0.500		0	0	0	NR	NR	0

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

Map ID
Direction
EDR ID Number
Distance

Distance (ft.)Site Database(s) EPA ID Number

A1 YORKVILLE NORTH WATER TOWER

RCRA NonGen / NLR FINDS

1001116341 ILR000023614

610 TOWER LANE < 1/8 YORKVILLE, IL 60560 1 ft.

Site 1 of 3 in cluster A

RCRA NonGen / NLR:

Contact address:

Date form received by agency: 04/01/2006

Facility name: YORKVILLE NORTH WATER TOWER

Facility address: 610 TOWER LANE

YORKVILLE, IL 60560

EPA ID: ILR000023614

Contact: ENV COORDINATOR

Not reported Not reported

Contact country: US

Contact telephone: (630) 553-4370 Contact email: Not reported

EPA Region: 05

Classification: Non-Generator

Description: Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:

Owner/operator name: YORKVILLE CITY OF Owner/operator address: 111 W FOX ST STE 3

YORKVILLE, IL 60560

Owner/operator country: Not reported
Owner/operator telephone: (708) 553-4350
Legal status: Municipal
Owner/Operator Type: Owner
Owner/Op start date: Not reported

Owner/Operator Type: Owner
Owner/Op start date: Not reported
Owner/Op end date: Not reported

Owner/operator name: YORKVILLE NORTH WATER TOWER

Owner/operator address: Not reported
Not reported

Owner/operator country: US
Owner/operator telephone: Not reported

Legal status: Private
Owner/Operator Type: Owner
Owner/Op start date: 01/01/1900
Owner/Op end date: Not reported

Owner/operator name: YORKVILLE NORTH WATER TOWER

Owner/operator address: Not reported

Not reported

Owner/operator country: US

Owner/operator telephone: Not reported Legal status: Private
Owner/Operator Type: Operator
Owner/Op start date: 01/01/1900
Owner/Op end date: Not reported

Handler Activities Summary:

U.S. importer of hazardous waste: No Mixed waste (haz. and radioactive): No Recycler of hazardous waste: No Transporter of hazardous waste: No

Map ID Direction Distance Distance (ft.)Site

Database(s) **EPA ID Number**

YORKVILLE NORTH WATER TOWER (Continued)

1001116341

EDR ID Number

Treater, storer or disposer of HW: No Underground injection activity: No On-site burner exemption: No Furnace exemption: No Used oil fuel burner: No Used oil processor: No User oil refiner: No Used oil fuel marketer to burner: No Used oil Specification marketer: No Used oil transfer facility: No

Historical Generators:

Used oil transporter:

Date form received by agency: 06/25/1996

Site name: YORKVILLE NORTH WATER TOWER

No

Classification: Large Quantity Generator

Waste code: D007 Waste name: **CHROMIUM**

Violation Status: No violations found

FINDS:

Registry ID: 110005945647

Environmental Interest/Information System

ACES (Illinois - Agency Compliance And Enforcement System) is the

Illinois EPA Project to facilitate the permitting operations

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

HAZARDOUS WASTE BIENNIAL REPORTER

A2 YORKVILLE, CITY OF **610 TOWER LANE** YORKVILLE, IL 60560 < 1/8

UIC S108256183 **BOL** N/A

Site 2 of 3 in cluster A

UIC:

1 ft.

Facility Id: ILEA112 Facility Type: Not reported Facility State Id: 112 NAICS Code: Not reported SIC Code: Not reported

Well:

Well Id: ILEA5D294112 Well Name: Not reported Permit Id: ILEA5RA Not reported AOR Well:

Map ID Direction Distance

Distance (ft.)Site Database(s) EPA ID Number

YORKVILLE, CITY OF (Continued)

AUT Status: RA

Ownership Type: Not reported

Permit State Id: IL

Submission Date: Not reported

Aguifer Exempt: No

Total Depth: Not reported
Geology Id: Not reported
Well Site: Not reported
Well In Source Water Area: Not reported
Status Date: 1985-03-20 00:00:00

Operate Status Code: AC Well Type: 5H1

Well Type Date: 1985-03-20 00:00:00

Contact Id: ILEA112
Contact Name: Not Provided
Contact Street: 610 TOWER LANE
Contact City/State/Zip: YORKVILLE, IL 60560

Well Id: ILEA5D295112
Well Name: Not reported
Permit Id: ILEA5RA
AOR Well: Not reported
AUT Status: RA
Ownership Type: Not reported
Permit State Id: IL

Submission Date: Not reported

Aquifer Exempt: No

Total Depth: Not reported
Geology Id: Not reported
Well Site: Not reported
Well In Source Water Area: Not reported

Status Date: 1985-03-20 00:00:00

Operate Status Code: AC Well Type: 5H1

Well Type Date: 1985-03-20 00:00:00

Contact Id: ILEA112
Contact Name: Not Provided
Contact Street: 610 TOWER LANE
Contact City/State/Zip: YORKVILLE, IL 60560

Well Id: ILEA5D296112
Well Name: Not reported
Permit Id: ILEA5RA
AOR Well: Not reported

AUT Status: RA

Ownership Type: Not reported Permit State Id: IL

Submission Date: Not reported

Aquifer Exempt: No Total Depth: Not reported

Geology Id: Not reported
Well Site: Not reported
Well In Source Water Area: Not reported

Status Date: 1985-03-20 00:00:00

Operate Status Code: AC

EDR ID Number

S108256183

Map ID Direction Distance

Distance (ft.)Site Database(s) EPA ID Number

YORKVILLE, CITY OF (Continued)

S108256183

EDR ID Number

Well Type: 5H1

Well Type Date: 1985-03-20 00:00:00

Contact Id: ILEA112
Contact Name: Not Provided
Contact Street: 610 TOWER LANE
Contact City/State/Zip: YORKVILLE, IL 60560

Well Id: ILEA5D297112
Well Name: Not reported
Permit Id: ILEA5RA
AOR Well: Not reported

AUT Status: RA

Ownership Type: Not reported

Permit State Id: IL

Submission Date: Not reported

Aquifer Exempt: No

Total Depth: Not reported
Geology Id: Not reported
Well Site: Not reported
Well In Source Water Area: Not reported
Status Date: 1985-03-20 00:00:00

Operate Status Code: AC Well Type: 5H1

Well Type Date: 1985-03-20 00:00:00

Contact Id: ILEA112
Contact Name: Not Provided
Contact Street: 610 TOWER LANE
Contact City/State/Zip: YORKVILLE, IL 60560

BOL:

Site Id: 170000324361 Inv Num: 0930250003

Interest Name: Yorkville North Water Tower

Interest Type: BOL Media Code: LAND

A3 YORKVILLE GRADE SCHOOL WSW 201 W SOMONAUK < 1/8 YORKVILLE, IL 60560 0.020 mi.

108 ft. Site 3 of 3 in cluster A

UST:

Facility ID: 2025934
Facility Status: CLOSED
Facility Type: NONE
Owner Id: U0016755

Owner Name: Yorkville School Dist 115
Owner Address: 507 W Kendall Dr Suite 4
Owner City,St,Zip: Yorkville, IL 60560

Tank Number:

Tank Status:RemovedTank Capacity:7000

UST

U000859552

N/A

Map ID Direction Distance Distance (ft.)Site

rection EDR ID Number

YORKVILLE GRADE SCHOOL (Continued)

U000859552

EPA ID Number

1004695450

ILR000017806

Database(s)

RCRA-CESQG

FINDS

Tank Substance: Not reported Last Used Date: 12/1/1982 OSFM First Notify Date: 7/25/1990 Red Tag Issue Date: Not reported Install Date: Not reported **Green Tag Decal:** Not reported **Green Tag Issue Date:** Not reported **Green Tag Expire Date:** Not reported Not reported Fee Due: Motor Fuel Permit Inspection Date: Not reported Motor Fuel Permit Expiration Date: Not reported MOTOR FUEL TYPE: Not reported

Pending Nov: N

IEMA:Not reportedEquipment Type:Not reportedEquipment:Not reportedLast Passing Date:Not reportedTest Expire Date:Not reported

B4 LAIDLAW TRANSIT INC YORKVILLE

East 119 W SOMONAUK < 1/8 YORKVILLE, IL 60560 0.047 mi

0.047 mi. 246 ft.

Site 1 of 2 in cluster B

RCRA-CESQG:

Date form received by agency: 03/08/1996

Facility name: LAIDLAW TRANSIT INC YORKVILLE

Facility address: 119 W SOMONAUK

YORKVILLE, IL 60560

EPA ID: ILR000017806 Mailing address: PO BOX 487

YORKVILLE, IL 60560

Contact: GREG PEARL
Contact address: PO BOX 487

YORKVILLE, IL 60560

Contact country: US

Contact telephone: (708) 553-4395 Contact email: Not reported

EPA Region: 05

Classification: Conditionally Exempt Small Quantity Generator

Description: Handler: generates 100 kg or less of hazardous waste per calendar

month, and accumulates 1000 kg or less of hazardous waste at any time; or generates 1 kg or less of acutely hazardous waste per calendar month, and accumulates at any time: 1 kg or less of acutely hazardous waste; or 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste; or generates 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste during any calendar month, and accumulates at any time: 1 kg or less of acutely hazardous waste; or 100 kg or less of any residue or contaminated soil, waste or other debris resulting from

the cleanup of a spill, into or on any land or water, of acutely

hazardous waste

Owner/Operator Summary:

Map ID Direction Distance

Distance (ft.)Site Database(s) EPA ID Number

LAIDLAW TRANSIT INC YORKVILLE (Continued)

1004695450

EDR ID Number

Owner/operator name: YROKVILLE SCHOOL DISTRICT

Owner/operator address: 507 E KENDALL

YORKVILLE, IL 60560

Owner/operator country: Not reported Owner/operator telephone: (708) 553-4382

Legal status: District
Owner/Operator Type: Owner
Owner/Op start date: Not reported
Owner/Op end date: Not reported

Handler Activities Summary:

U.S. importer of hazardous waste: No Mixed waste (haz. and radioactive): No Recycler of hazardous waste: No Transporter of hazardous waste: No Treater, storer or disposer of HW: No Underground injection activity: No On-site burner exemption: No Furnace exemption: No Used oil fuel burner: No Used oil processor: Nο User oil refiner: No Used oil fuel marketer to burner: No Used oil Specification marketer: No Used oil transfer facility: No Used oil transporter: No

Waste code: D001

Waste name: IGNITABLE WASTE

Violation Status: No violations found

FINDS:

Registry ID: 110005941794

Environmental Interest/Information System

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and

corrective action activities required under RCRA.

B5 BUS GARAGE UST U001136999
East 119 W SOMONAUK N/A

< 1/8 YORKVILLE, IL 60560

0.047 mi.

246 ft. Site 2 of 2 in cluster B

UST:

Facility ID: 2026938
Facility Status: CLOSED

Facility Type: SCHOOL/COLLEGE

Owner Id: U0016755

Owner Name: Yorkville School Dist 115
Owner Address: 507 W Kendall Dr Suite 4

Map ID Direction Distance

Distance (ft.)Site Database(s) EPA ID Number

BUS GARAGE (Continued) U001136999

Owner City,St,Zip: Yorkville, IL 60560

Tank Number:

Removed **Tank Status:** Tank Capacity: 1000 Tank Substance: Diesel Fuel Last Used Date: 12/1/1998 OSFM First Notify Date: 4/15/1991 Red Tag Issue Date: Not reported Install Date: Not reported **Green Tag Decal:** Not reported Green Tag Issue Date: Not reported Not reported **Green Tag Expire Date:**

Fee Due: \$0.00

Motor Fuel Permit Inspection Date:

Motor Fuel Permit Expiration Date:

MOTOR FUEL TYPE:

Not reported

Not reported

Pending Nov:

IEMA:

990660

Equipment Type:

Not reported
Equipment:

Not reported
Last Passing Date:

Not reported
Not reported
Not reported
Not reported
Not reported

C6 PARKVIEW GRADE SCHOOL SSW 201 W CENTER

SSW 2 1/8-1/4 Y

YORKVILLE, IL 60560

0.126 mi.

664 ft. Site 1 of 2 in cluster C

RCRA-SQG:

Date form received by agency: 02/11/1992

Facility name: PARKVIEW GRADE SCHOOL

Facility address: 201 W CENTER

YORKVILLE, IL 60560

EPA ID: ILD984851444

Mailing address: 106 RTE 126

YORKVILLE, IL 60560
Contact: JEFF STORM

Contact address: 106 RTE 126

YORKVILLE, IL 60560

Contact country: US

Contact telephone: (708) 553-4382 Contact email: Not reported

EPA Region: 05

Classification: Small Small Quantity Generator

Description: Handler: generates more than 100 and less than 1000 kg of hazardous

waste during any calendar month and accumulates less than 6000 kg of hazardous waste at any time; or generates 100 kg or less of hazardous waste during any calendar month, and accumulates more than 1000 kg of

hazardous waste at any time

Owner/Operator Summary:

Owner/operator name: YORKVILLE CITY OF

Owner/operator address: 106 RTE 126

YORKVILLE, IL 60560

Owner/operator country: Not reported

EDR ID Number

RCRA-SQG

FINDS

1000614829

ILD984851444

Map ID Direction Distance Distance (ft.)Site

Distance
Distance (ft.)Site Database(s) EPA ID Number

PARKVIEW GRADE SCHOOL (Continued)

1000614829

EDR ID Number

Owner/operator telephone: (708) 553-4382
Legal status: Private
Owner/Operator Type: Owner
Owner/Op start date: Not reported
Owner/Op end date: Not reported

Handler Activities Summary:

U.S. importer of hazardous waste: No Mixed waste (haz. and radioactive): No Recycler of hazardous waste: No Transporter of hazardous waste: No Treater, storer or disposer of HW: No Underground injection activity: No On-site burner exemption: No Furnace exemption: No No Used oil fuel burner: Used oil processor: No User oil refiner: No Used oil fuel marketer to burner: No Used oil Specification marketer: No Used oil transfer facility: Nο Used oil transporter: No

. Waste code: D001

. Waste name: IGNITABLE WASTE

Violation Status: No violations found

FINDS:

Registry ID: 110005905976

Environmental Interest/Information System

NCDB (National Compliance Data Base) supports implementation of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and the Toxic Substances Control Act (TSCA). The system tracks inspections in regions and states with cooperative agreements, enforcement actions, and settlements.

ACES (Illinois - Agency Compliance And Enforcement System) is the Illinois EPA Project to facilitate the permitting operations

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

Map ID Direction Distance

Distance (ft.)Site Database(s) EPA ID Number

C7 PARKVIEW SCHOOL UST U001137000
SSW 201 W CENTER N/A

1/8-1/4 YORKVILLE, IL 60560 0.126 mi.

664 ft. Site 2 of 2 in cluster C

UST:

Facility ID: 2025935
Facility Status: CLOSED
Facility Type: NONE
Owner Id: U0016755

Owner Name: Yorkville School Dist 115
Owner Address: 507 W Kendall Dr Suite 4
Owner City,St,Zip: Yorkville, IL 60560

Tank Number:

Tank Status: Removed Tank Capacity: 10000 Heating Oil Tank Substance: 12/1/1982 Last Used Date: **OSFM First Notify Date:** 7/25/1990 Red Tag Issue Date: Not reported Install Date: Not reported **Green Tag Decal:** Not reported Not reported **Green Tag Issue Date: Green Tag Expire Date:** Not reported Fee Due: Not reported Motor Fuel Permit Inspection Date: Not reported Motor Fuel Permit Expiration Date: Not reported MOTOR FUEL TYPE: Not reported

Pending Nov: N

IEMA:Not reportedEquipment Type:Not reportedEquipment:Not reportedLast Passing Date:Not reportedTest Expire Date:Not reported

8 AMOCO SS#18821 FACILITY #12440

South ROUTE 47 & MAIN 1/8-1/4 YORKVILLE, IL 60560

0.213 mi. 1124 ft.

UST:

 Facility ID:
 2023162

 Facility Status:
 CLOSED

 Facility Type:
 NONE

 Owner Id:
 U0000552

Owner Name: BP Products North America, Inc.

Owner Address: P. O. Box 6038 Environmental Compliance Department

Owner City, St, Zip: Artesia, CA 90702

Tank Number:

Tank Status:RemovedTank Capacity:500Tank Substance:Used OilLast Used Date:Not reportedOSFM First Notify Date:4/25/1986Red Tag Issue Date:Not reportedInstall Date:Not reported

U001136987

N/A

UST

EDR ID Number

Map ID Direction Distance Distance (ft.)Site

Database(s) **EPA ID Number**

AMOCO SS#18821 FACILITY #12440 (Continued)

U001136987

EDR ID Number

Green Tag Decal: Not reported **Green Tag Issue Date:** Not reported Not reported **Green Tag Expire Date:** Not reported Fee Due: Motor Fuel Permit Inspection Date: Not reported Motor Fuel Permit Expiration Date: Not reported MOTOR FUEL TYPE: Not reported Pending Nov:

14-0175, 90-2826 IEMA: **Equipment Type:** Not reported Not reported Equipment: Last Passing Date: Not reported Test Expire Date: Not reported

Tank Number: 2

Tank Status: Removed Tank Capacity: 8000 Tank Substance: Gasoline Last Used Date: Not reported OSFM First Notify Date: 4/25/1986 Red Tag Issue Date: Not reported Install Date: Not reported **Green Tag Decal:** Not reported Not reported **Green Tag Issue Date: Green Tag Expire Date:** Not reported Not reported Motor Fuel Permit Inspection Date: Not reported Motor Fuel Permit Expiration Date: Not reported MOTOR FUEL TYPE: Not reported Pending Nov:

IEMA: Not reported Equipment Type: Not reported Equipment: Not reported Last Passing Date: Not reported Test Expire Date: Not reported

Tank Number: 3 Removed Tank Status: Tank Capacity: 8000 Tank Substance: Gasoline Last Used Date: Not reported 4/25/1986 OSFM First Notify Date: Red Tag Issue Date: Not reported Install Date: Not reported **Green Tag Decal:** Not reported **Green Tag Issue Date:** Not reported **Green Tag Expire Date:** Not reported Not reported Fee Due: Motor Fuel Permit Inspection Date: Not reported

Motor Fuel Permit Expiration Date: Not reported MOTOR FUEL TYPE: Not reported

Pending Nov:

Not reported IEMA: Equipment Type: Not reported Equipment: Not reported

Map ID Direction Distance

Distance (ft.)Site Database(s) EPA ID Number

AMOCO SS#18821 FACILITY #12440 (Continued)

U001136987

EDR ID Number

Last Passing Date: Not reported Test Expire Date: Not reported

Tank Number: 4

Removed Tank Status: 10000 Tank Capacity: Tank Substance: Gasoline Not reported Last Used Date: OSFM First Notify Date: 4/25/1986 Red Tag Issue Date: Not reported Install Date: Not reported Not reported **Green Tag Decal: Green Tag Issue Date:** Not reported **Green Tag Expire Date:** Not reported Fee Due: Not reported Motor Fuel Permit Inspection Date: Not reported Motor Fuel Permit Expiration Date: Not reported MOTOR FUEL TYPE: Not reported Pending Nov: Ν

IEMA:Not reportedEquipment Type:Not reportedEquipment:Not reportedLast Passing Date:Not reportedTest Expire Date:Not reported

Tank Number:

Tank Status: Exempt from registration

500 Tank Capacity: Used Oil Tank Substance: Last Used Date: 12/31/1973 **OSFM First Notify Date:** Not reported Red Tag Issue Date: Not reported Not reported Install Date: Not reported **Green Tag Decal:** Green Tag Issue Date: Not reported **Green Tag Expire Date:** Not reported Fee Due: Not reported Motor Fuel Permit Inspection Date: Not reported Motor Fuel Permit Expiration Date: Not reported MOTOR FUEL TYPE: Not reported Pending Nov:

IEMA:Not reportedEquipment Type:Not reportedEquipment:Not reportedLast Passing Date:Not reportedTest Expire Date:Not reported

Tank Number:

Tank Status: Exempt from registration

Tank Capacity: 1000
Tank Substance: Gasoline
Last Used Date: 12/31/1973
OSFM First Notify Date: Not reported
Red Tag Issue Date: Not reported

Map ID
Direction
Distance

Distance (ft.)Site Database(s) EPA ID Number

AMOCO SS#18821 FACILITY #12440 (Continued)

U001136987

EDR ID Number

Install Date: Not reported **Green Tag Decal:** Not reported **Green Tag Issue Date:** Not reported Not reported **Green Tag Expire Date:** Fee Due: Not reported Motor Fuel Permit Inspection Date: Not reported Motor Fuel Permit Expiration Date: Not reported MOTOR FUEL TYPE: Not reported Pending Nov: Ν

IEMA: Not reported Equipment Type: Not reported Equipment: Not reported Last Passing Date: Not reported Test Expire Date: Not reported

Tank Number: 7

Tank Status: Exempt from registration

Tank Capacity: 1000 Tank Substance: Gasoline 12/31/1973 Last Used Date: OSFM First Notify Date: Not reported Red Tag Issue Date: Not reported Install Date: Not reported **Green Tag Decal:** Not reported **Green Tag Issue Date:** Not reported **Green Tag Expire Date:** Not reported Fee Due: Not reported Motor Fuel Permit Inspection Date: Not reported Motor Fuel Permit Expiration Date: Not reported Not reported MOTOR FUEL TYPE:

Pending Nov: N

IEMA: Not reported Equipment Type: Not reported Equipment: Not reported Last Passing Date: Not reported Test Expire Date: Not reported

9 AMOCO 18821 STATION SSE 207 N MAIN 1/8-1/4 YORKVILLE, IL 60560 0.237 mi. RCRA-SQG 1000463000 FINDS ILD984812685

RCRA-SQG:

1249 ft.

Date form received by agency: 01/23/1991

Facility name: AMOCO 18821 STATION

Facility address: 207 N MAIN

YORKVILLE, IL 60560

EPA ID: ILD984812685

Mailing address: 2021 SPRING RD 400

OAKBROOK, IL 60521

Contact: LLOYD KUEHN
Contact address: 2021 SPRING RD 400

OAKBROOK, IL 60521

Contact country: US

Contact telephone: (708) 990-5722 Contact email: Not reported

Map ID Direction Distance Distance (ft.)Site

Distance
Distance (ft.)Site
Database(s) EPA ID Number

AMOCO 18821 STATION (Continued)

1000463000

EDR ID Number

EPA Region: 05

Classification: Small Small Quantity Generator

Description: Handler: generates more than 100 and less than 1000 kg of hazardous

waste during any calendar month and accumulates less than 6000 kg of hazardous waste at any time; or generates 100 kg or less of hazardous waste during any calendar month, and accumulates more than 1000 kg of

hazardous waste at any time

Owner/Operator Summary:

Owner/operator name: AMOCO OIL CO
Owner/operator address: Not reported
Not reported
Owner/operator country: Not reported

Owner/operator telephone: Not reported Legal status: Private
Owner/Operator Type: Owner
Owner/Op start date: Not reported
Owner/Op end date: Not reported

Handler Activities Summary:

U.S. importer of hazardous waste: No Mixed waste (haz. and radioactive): No Recycler of hazardous waste: No Transporter of hazardous waste: No Treater, storer or disposer of HW: No Underground injection activity: No On-site burner exemption: No Furnace exemption: No Used oil fuel burner: No Used oil processor: No User oil refiner: No Used oil fuel marketer to burner: No Used oil Specification marketer: No Used oil transfer facility: No Used oil transporter: No

. Waste code: D001

. Waste name: IGNITABLE WASTE

Violation Status: No violations found

FINDS:

Registry ID: 110009377469

Environmental Interest/Information System

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

Map ID Direction Distance

Distance (ft.)Site Database(s) EPA ID Number

10 AMOCO OIL #18821 LUST S104526636 SSE 207 EAST MAIN N/A 1/4-1/2 YORKVILLE, IL 60560

1/4-1/2 0.256 mi. 1351 ft.

LUST:

 Incident Num:
 902826

 IL EPA Id:
 0930255017

 Product:
 Gasoline

 IEMA Date:
 09/27/1990

 Project Manager:
 Friedel

Project Manager Phone: (217) 785-5736

Email: Melinda.Friedel@illinois.gov

PRP Name: Amoco Oil Co. PRP Contact: Lyle Bruce

PRP Address: 28100 Torch Pkwy., 6-S PRP City,St,Zip: Warrenville, IL 60555

PRP Phone: Not reported Site Classification: Not reported

Section 57.5(g) Letter: 731

Date Section 57.5(g) Letter: Not reported Non LUST Determination Letter: Not reported 20 Report Received: Not reported 45 Report Received: Not reported NFA/NFR Letter: 09/24/1999 NFR Date Recorded: 11/02/1999

Incident Num: 20140175 IL EPA Id: 0930255017 Product: Other Petro IEMA Date: 02/14/2014 Project Manager: Not reported Project Manager Phone: Not reported Email: Not reported PRP Name: Not reported PRP Contact: Not reported PRP Address: Not reported PRP City,St,Zip: Not reported PRP Phone: Not reported Site Classification: Not reported

Section 57.5(g) Letter: 734

Date Section 57.5(g) Letter: Not reported

Non LUST Determination Letter: 2014-02-20

Report Received: Not reported

VFA/NFR Letter: Not reported

D11 HD BACK HOE LUST \$103294412
South 109 BRIDGE ST. BOL N/A

1/4-1/2 YORKVILLE, IL 60560 0.442 mi.

2333 ft. Site 1 of 2 in cluster D

LUST:

 Incident Num:
 900999

 IL EPA Id:
 0930255022

 Product:
 Fuel Oil

 IEMA Date:
 04/17/1990

EDR ID Number

Map ID Direction Distance

Distance (ft.)Site Database(s) **EPA ID Number**

HD BACK HOE (Continued)

Project Manager: Chappel (217) 785-3913 Project Manager Phone:

Email: Harry.A.Chappel@illinois.gov

PRP Name: HD Back Hoe PRP Contact: Robert Davidson

PRP Address: 109 East Hydrolic St., P.O. Box 158

PRP City,St,Zip: Yorkville, IL 60560 PRP Phone: Not reported Site Classification: Not reported Section 57.5(g) Letter: 731

Date Section 57.5(g) Letter: Not reported Non LUST Determination Letter: Not reported Not reported 20 Report Received: 45 Report Received: Not reported 01/22/2008 NFA/NFR Letter: NFR Date Recorded: Not reported

BOL:

Site Id: 170000623145 Inv Num: 0930255022 Interest Name: Hd Backhoe Interest Type: **BOL** Media Code: LAND

D12 **GREITER MECHANICAL SERVICES** South **123 EAST HYDRAULIC AVENUE**

1/4-1/2 YORKVILLE, IL 60560 0.466 mi.

2460 ft. Site 2 of 2 in cluster D

LUST:

Incident Num: 20050037 0930255061 IL EPA Id: Product: Gasoline IEMA Date: 01/10/2005 Project Manager: Urish

(217) 524-5596 Project Manager Phone: Email: Matt.Urish@illinois.gov

PRP Name: Not reported PRP Contact: Not reported PRP Address: Not reported PRP City,St,Zip: Not reported PRP Phone: Not reported Site Classification: Not reported Section 57.5(g) Letter: P.A.

Date Section 57.5(g) Letter: Not reported Non LUST Determination Letter: Not reported 20 Report Received: 02/15/2005 45 Report Received: 03/17/2005 NFA/NFR Letter: 05/16/2005 NFR Date Recorded: 08/01/2005

S103294412

LUST S106781251

N/A

EDR ID Number

Count: 1 records ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
YORKVILLE	S111894851	KENDALL COUNTY HIGHWAY DEPARTMENT	6780 ROUTE 47	60560	UIC, LUST, SPILLS, BOL





Engineering Enterprises, Inc.

Memo

To: Whom It May Concern

From: Julie A. Morrison, P.E.

Date: June 3, 2019

Re: Yorkville Public Works Storage Facility LPC-663

EEI Job #: YO1438-C

This memo is supplemental to the LPC-663 form completed by True North Consultants dated June 11, 2015 for the Yorkville Public Works Storage Facility project.

The United City of Yorkville is planning to remove a concrete pad and underlying soil to construct a new concrete pad with foundations for a post frame building to be used for salt storage at their Public Works Facility. The original date of construction was set to occur in 2015 but funding delayed the work. The City is now wanting to move forward with the construction of the project. There have been no changes to the site and the use of the site has been the same since the initial testing. Therefore, in our professional opinion the excavated material should still meet CCDD requirements as stated in the original LPC-663. EEI contacted Fox Ridge Stone in Oswego to discuss this matter and they indicated the facility will more than likely accept the LPC-663 documentation if accompanied by a memo stating there have been no changes to the site.

Should you have any questions, please do not hesitate to contact me.

Thank you,

Julie A. Morrison, P.E. Senior Project Manager

S8372 OZ LICENSED PROFESSIONAL * ENGINEER OF

GEOTECHNICAL ENGINEERING REPORT PROPOSED TREATMENT FAICILITY WELLS NO. 3 & 4 YORKVILLE, ILLINOIS

TERRACON NO. 11035137 July 23, 2003

Prepared for:

Engineering Enterprises, Inc. Sugar Grove, Illinois

Prepared by:

Terracon, Inc. Naperville, Illinois

JUL 2 4 2003
Page 105



Naperville, Illinois 60540 (630) 717-4263 Fax: (630) 357-9489

July 23, 2003

Engineering Enterprises 52 Wheeler Road Sugar Grove, Illinois 60554

Attn:

Mr. Jeremy Lay

Re:

Geotechnical Engineering Report

Proposed Well No. 3 & 4

Yorkville, Illinois

Terracon No. 11035137

Mr. Lay:

We are submitting, herewith, the results of our subsurface exploration for the referenced project. The work was completed in accordance with our proposal dated June 18, 2003. The purpose of this exploration was to obtain information on subsurface conditions at the proposed project site and, based on this information, to provide recommendations regarding the design and construction of foundations and slabs for the proposed Water Treatment Building and Brine Storage Tank.

In summary, the borings typically encountered medium dense to dense sands and stiff lean clay or sandy lean clay soils. Approximately 3 to 5 1/2 feet of fill or possible fill was encountered in the upper portion of two borings. Based on the conditions found in the borings and our understanding of the proposed building design, the structures could be supported on conventional spread footing foundations bearing on suitable native soils or new fill that extends down to suitable native soil. Our recommendations for foundations and floor slab design and our comments related to construction of these elements are presented in this report.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report, or if we may be of further service to you, please contact us.

mmmmmm,

RENEWS 1/30/03

Sincerely,

Copies to:

TERRACON, INC.

Dawn Edgell, P.E.

Illinois No. 062-054911

Addressee (3)

Richard A. Lyons. P.E.

Illinois No.062-046366

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GEOTECHNICAL ENGINEERING REPORT PROPOSED TREATMENT FACILITY WELLS NO. 3 & 4 YORKVILLE, ILLINOIS

TERRACON NO. 11035137 July 23, 2003

INTRODUCTION

Subsurface exploration has been completed for the proposed Treatment Facility in Yorkville, Illinois. Four (4) borings were drilled in the proposed building footprint to depths of approximately 20 feet below the existing ground surface. Individual boring logs and a location diagram are included with this report. The purposes of this report are to describe the subsurface conditions encountered in the borings, analyze and evaluate the field and laboratory test data, and provide recommendations regarding the design and construction of foundations and floor slabs for the proposed project.

PROJECT DESCRIPTION

The proposed facility will include a new Water Treatment Building and Brine Storage Tank. The Treatment Building footprint covers approximately 1900 square feet. It is anticipated that the finished floor for the Water Treatment Building will be at elevation 634 feet. The building will also include a dry well and Surge Tank covering approximately the southern 1/3 of the building footprint (the area of B-3). The proposed bottom of footing for the surge tank is about 14.5 feet below finished floor, at approximately elevation 619.5 feet. Structural loads and a site grading plan were not available for this report. For purposes of this report, maximum structural loads are anticipated to be about 2 to 3 kips per lineal foot for continuous wall foundations. Based on existing grades, minor grading involving maximum cuts or fills of less than 2 feet are anticipated across the site.

The proposed facility will also include a Brine Storage Tank, with a footprint of about 14 feet by 27 feet, and an additional 7-foot by 9-foot vault structure. The proposed top of concrete elevation for this tank is at 634 feet, while the proposed bottom of footing is approximately 12 feet below this level (approximately 622 feet). For purposes of this report, maximum structural loads are anticipated to be about 3 to 4 kips per lineal foot for continuous wall foundations. Based on the ground surface elevation at the boring located in the area of the Brine Tank, it is anticipated that the excavation will extend about 12 feet below current grade (approximately 622 feet).

A 6-inch thick concrete transformer pad (measuring 10 feet by 10 feet) will be constructed east of the proposed treatment facility building and will support a utility transformer. The

top of the transformer pad will be located at an elevation of 634 feet. The loads imposed by the transformer were not available at the time of writing this report.

SITE EXPLORATION PROCEDURES

Field Exploration

Engineering Enterprises, Inc. staked the boring locations at the site. Elevations were estimated from a partial topographic map of the site provided by EEI. The locations and elevations of the borings are shown on the attached Location Diagram.

The borings were drilled with a truck mounted drill rig using hollow stemmed augers to advance the boreholes. Representative samples were obtained using the split-barrel sampling procedure. In the split-barrel sampling procedure, a standard 2-inch O.D. split-barrel sampling spoon is driven into the ground with a 140-pound hammer falling a distance of 30 inches. The number of blows required to advance the sampling spoon the last 12 inches of a normal 18-inch penetration is recorded as the Standard Penetration Test (SPT) resistance value. The SPT values, also referred to as N-values, are indicated on the boring logs at the depths of occurrence. The samples were sealed and sent to the laboratory for testing and classification.

The drill crew prepared a field log of each boring. These logs included visual classifications of the materials encountered during drilling as well as the driller's interpretation of the subsurface conditions between samples. The boring logs attached in the report Appendix represent an interpretation of the field logs and include modifications based on laboratory observation and test results of the samples.

Laboratory Testing

Soil samples were tested in the laboratory to measure their natural water contents. A calibrated hand penetrometer was used to estimate the approximate unconfined compressive strength of the cohesive and relatively cohesive soil samples. The test results are presented on the boring logs attached in the Appendix.

As part of the testing program, the samples were examined in the laboratory and classified in accordance with the attached General Notes and the Unified Soil Classification System based on the material's texture and plasticity. The estimated group symbols are shown on the boring logs, and a brief description of the Unified System is included with this report.

SITE AND SUBSURFACE CONDITIONS

Site Conditions

The site is located northwest of the intersection of Illinois Route 47 and Somonauk Street in Yorkville, Illinois. The project area is located on the north side of an existing public works facility. Overall, the site is fairly flat, with almost no difference in elevation observed between the boring locations.

Soil Conditions

Conditions encountered at each boring location are indicated on the individual boring logs. Stratification boundaries on the boring logs represent the approximate location of changes in soil types; in-situ, the transition between soil types may be gradual. Based on the results of the borings, subsurface conditions on the project site can be generally described as follows.

Approximately 2 to 4 inches of topsoil and topsoil fill was observed at the surface of each of the borings. Below the topsoil fill in Borings 1 and 4, clay fill and possible fill materials were encountered extending to depths of about 3 to 5 ½ feet. Below the topsoil and fill materials, the borings typically encountered medium dense to dense sand and stiff to hard lean clay or sandy lean clay soils. The borings were terminated at depths of about 20 feet within the native soils.

Please refer to the attached boring logs for the laboratory data and more detailed descriptions of the subsurface conditions encountered at the individual boring locations.

Groundwater Conditions

The borings were observed for the presence of groundwater during drilling and upon completion of the drilling. Groundwater was not observed in the borings at these times. A longer period of time may be required however, for a groundwater level to develop or stabilize in an open borehole. Longer term monitoring of groundwater levels in cased holes or piezometers, which are sealed from the influence of surface water would be required for a better evaluation of the groundwater conditions on this site.

Fluctuations of the groundwater levels might occur due to seasonal variations in the amount of rainfall, runoff and other factors not evident at the time the borings were performed. Therefore, groundwater levels during construction or at other times after occupying the structures may be higher or lower than the levels indicated on the boring

logs. The possibility of groundwater level fluctuations should be considered when developing the design and construction plans for the project.

ENGINEERING ANALYSIS AND RECOMMENDATIONS

Geotechnical Considerations

The soil boring data and laboratory test results were evaluated to develop recommendations for the site preparation, as well as, the design and construction of foundations and below grade walls and slabs. Based on the conditions found in the borings, anticipated bearing elevations, and structural loads, it is our opinion that the Water Treatment Building and Brine Storage Tank could be supported on conventional footing or mat foundations provided they bear on undisturbed native soils or new fill that extends down to suitable native soils.

Existing fill and possible fill materials were encountered in the upper portion of Borings 1 and 4. We recommend that foundations not be constructed above or within existing fill. Stable portions of existing fill materials may remain in place for support of floor slabs and pavements if additional tests performed during construction indicate the fill is suitable. However, even with the recommended construction testing, there is a risk to the owner that unsuitable materials or voids within or buried by the fill will not be discovered. This risk cannot be eliminated without removing the fill but can be reduced by implementing the supplemental exploration and construction testing recommended in this report. If this risk is unacceptable to the owner, we recommend the existing fill be completely removed and replaced with new engineered fill.

We anticipate the excavations for the Brine Storage Tank and Surge Tank structures will extend about 12 to 15 feet below finished grade. All excavations should comply with the requirements of OSHA 29CFR, Part 1926, Subpart P, "Excavations" and its appendices, as well as other applicable codes. This document states that the excavation safety is the responsibility of the contractor. Reference to this OSHA requirement should be included in the job specification. The sides of excavations should be sloped or braced for stability.

Our recommendations for the design and construction of the foundations and floor slabs are presented in the following sections.

Site Preparation and Earthwork

Site preparation should begin with the removal of topsoil, topsoil fill, and loose, soft, or otherwise unsuitable materials from the construction site. Based on the boring data,

stripping depths are estimated to be on the order of 4 inches. Darker colored soils were observed near the surface of the borings and stripping the full depth of these materials may not be necessary. Therefore, actual stripping depths will likely vary, and we recommend that a Terracon representative assist in evaluating that unsuitable materials are removed at the time of construction

After stripping, and prior to placement of new fill in areas below design grade and after rough grading is completed in other areas, the exposed subgrade should be proofrolled. Proofrolling aids in providing a firm base for compaction of new fill and delineating soft or disturbed areas that may exist at or near the exposed subgrade level. Unstable areas observed at this time should be improved by scarification and recompaction or by undercutting and replacement with suitable compacted fill. Proofrolling may be accomplished with a fully loaded, tandem-axle dump truck or other equipment providing an equivalent subgrade loading. We recommend proofrolling be performed in the presence of a Terracon representative, in order to aid in evaluating unstable subgrade areas.

Upon completion of grading, care should be taken to avoid disturbance of the floor slab and footing subgrades and to minimize construction traffic over the prepared subgrades. Care should be taken to maintain the subgrade moisture content prior to construction of floor slabs. The site should be graded such that surface water does not pond on the prepared subgrades or in excavations. If the subgrade should become frozen, desiccated, saturated, or disturbed, the affected material should be removed or these materials should be scarified, moisture conditioned, and recompacted prior to new pavement or floor slab construction.

Compacted Fill

We recommend new fill consist of approved low plasticity cohesive soil or well-graded granular soil approved by the geotechnical engineer and that it be free of organic matter and debris. Also, fill should not contain frozen material and it should not be placed on a frozen subgrade. Low plasticity cohesive soil would have a liquid limit less than 45% and a plasticity index less than 20%. Atterberg limits tests, grain size analysis and laboratory Proctor tests should be performed on potential borrow materials prior to their use on site. We recommend further evaluation of the suitability of any on-site or off-site materials for use as fill be provided by Terracon at the time of construction.

New fill should be placed and compacted in lifts of 9 inches or less in loose thickness. We recommend fill placed above footing base elevation for support of floor slabs, or other lightly loaded structures such as sidewalks and drives, be compacted to at least 95% of the material's maximum dry density (ASTM D-698). We recommend the minimum degree

of compaction be increased to at least 98% of the material's maximum dry density for fill placed below footing base elevation in structure areas or for fill placed more than 10 feet below finished grade. The minimum degree if compaction is further increased to 100 percent of the materials Standard Proctor, if fill is placed beneath footings designed for a bearing pressure higher than 3000 psf. The higher degree of fill compaction below footings in the structure area should extend laterally beyond the exterior edges of perimeter footings at least 8 inches per foot of fill thickness below footing base elevation. Floor slab areas that will receive less than 12 inches of new fill, should be scarified to a depth of about 9 inches, moisture conditioned, and recompacted as recommended above. This will help form a more uniform subgrade for support of pavements and "knead" the successive lift of fill into the native soil. All new fill placement and compaction should be observed and tested by Terracon personnel.

Footing Foundations

Based upon the subsurface conditions encountered in the borings and our understanding of the project, support of the proposed structures on conventional footing foundations appears feasible. We recommend foundations bearing on suitable soils be designed using a maximum net allowable soil bearing pressure of 3000 pounds per square foot (psf). Suitable soils consist of very stiff lean clay or medium dense sands. The net allowable soil bearing pressure is the pressure in excess of the minimum surrounding overburden pressure at footing base elevation. We do not recommend supporting foundations above or within the existing fill.

For the proposed Brine Storage Tank, footings are planned to bear at about elevation 621 feet. Based on Boring B-1, at this level, footing foundations are expected to bear on native medium dense to dense clayey sand. Foundations bearing on these suitable soils could be designed using a maximum net allowable soil bearing pressure of 4000 pounds per square foot (psf). The net allowable soil bearing pressure is the pressure in excess of the minimum surrounding overburden pressure at footing base elevation.

We recommend isolated footings should have a minimum width of 30 inches, and continuous wall footings should have a minimum width of 18 inches. Perimeter footings and footings in unheated areas should extend at least 3-1/2 feet below the lowest adjacent finished grade for frost protection. Interior footings can be supported at shallower depths provided suitable bearing materials are found at that level.

Due to the potential for subsurface variations across the site, we recommend that Terracon personnel evaluate the soil conditions at and below footing grade at the time the excavations are performed. Hand auger probes, dynamic cone penetrometer tests (on

granular soils), and sampling of the soils below footing level should be performed to evaluate if the bearing soil properties are consistent with the recommended design parameters.

If unsuitable materials, such as existing fill or loose sand, are encountered in the excavations below the design bottom of footing elevation, the footing excavations should be deepened to reach adequate bearing soils. The footings could then be supported on suitable soils at the deeper level, or new granular fill or lean concrete backfill could be considered. If lean concrete (minimum $f'_c=1500$ psi) fill is selected, the excavation need only be widened about 6 inches on each side of the footing. For the granular backfill option, footing over-excavations should extend laterally at least 8 inches beyond all footing edges for each 12 inches of additional excavation required below the bottom of foundation design elevation. These excavations should then be backfilled with new compacted granular fill (IDOT Type CA-6 crushed gravel or limestone) to the bottom of footing elevation. The granular fill should be placed in loose lifts not exceeding about 6 inches and should be compacted to a minimum of 98 percent of the standard Proctor maximum density (ASTM D-698).

We recommend the base of the foundation excavations be free of water and loose soil prior to placing concrete. Concrete should be placed as soon as possible after excavating to minimize bearing soil disturbance. Soils at bearing level that become frozen, disturbed or saturated should be removed prior to placing concrete. If sand is encountered at the base of the footing excavations, we then recommend sand be densified using hand-operated vibratory compaction equipment prior to placing reinforcing steel and foundations concrete, if groundwater is not present at shallow depth and sidewalls will remain stable.

Based on the subsurface conditions and assumed construction described herein, we estimate that mat post-construction settlements of the footings designed and constructed in accordance with the recommendations in this report would be about 1 inch. Differential settlements across an individual structure can typically be 1/2 to 2/3 the total settlement.

Concrete Mat Foundations

According to Engineering Enterprises, it is likely that the transformer pads will be designed as reinforced concrete mat foundations. In that case the following would apply.

We expect that the concrete pad edges will be thickened to provide adequate support. In order to protect the soil subgrade underlying these thick/deep edges from frost, the edges would have to extend at least 3 ½ feet below the lowest surrounding grade, or typically, about 4 feet below the top of concrete pad level. Mat foundations supported on suitable

materials as defined in the previous section could be designed using a maximum net allowable soil bearing pressure of 3000 psf.

Due to the unknowns in the anticipated loads, post-construction settlements of the concrete mat foundations could not estimated. However, for relatively light static loads on suitable soils, the post-construction settlements of mat foundations designed and constructed in accordance with the recommendations in this report are expected to be less than about 1 inch. Differential settlements across the area could be 1/2 the total settlement.

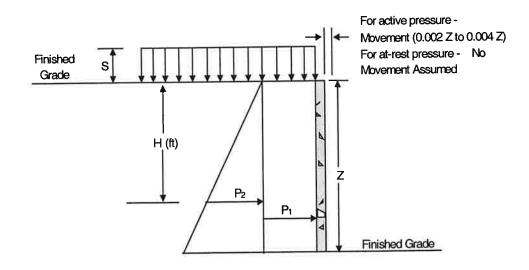
Floor Slab Support

Given the proposed finished floor elevations, we expect the bottom slabs for the Brine Tank and Surge Tank will be supported on native sands. We recommend a minimum 6-inch thickness of well-graded crushed stone be placed immediately below the floor slab in the building area. The granular material should be relatively coarse, and well-graded crushed stone or gravel.

Floor slabs should be isolated from the foundation walls and columns, and should have adequate reinforcement and proper jointing to reduce possible distress due to slight differential movement. The floor slab thickness and reinforcement could be designed using a modulus of subgrade reaction of 150 pounds per cubic inch at the surface of the 6-inch compacted granular base. The floor slab should also incorporate control joints in accordance with ACI recommendations.

Lateral Earth Pressures – Reinforced Concrete Building Walls

Walls with unbalanced backfill levels on opposite sides, such as the proposed Surge Tank and Brine Storage Tank walls, should be designed for earth pressures at least equal to those indicated in the following table. Earth pressures will be influenced by structural design of the walls, conditions of wall restraint, methods of construction and/or compaction and the strength of the materials being restrained. Two wall restraint conditions are shown. Active earth pressure is commonly used for design of free-standing cantilever retaining walls and assumes wall movement. The "at-rest" condition assumes no wall rotation. The recommended design lateral earth pressures are only applicable for cast-in-place concrete walls, do not include a factor of safety and do not provide for possible hydrostatic pressure on the walls.



EARTH PRESSURE COEFFICIENTS

EARTH PRESSURE CONDITIONS	COEFFICIENT FOR BACKFILL TYPE	EQUIVALENT FLUID PRESSURE (pcf)	SURCHARGE PRESSURE, P ₁ (psf)	EARTH PRESSURE, P ₂ (psf)
	Granular - 0.33	40	(0.33)S	(40)H
Active (Ka)	Lean Clay - 0.42	50	(0.42)S	(50)H
	Granular - 0.46	55	(0.46)S	(55)H
At-Rest (Ko)	Lean Clay - 0.58	70	(0.58)S	(70)H
2 : (14.2)	Granular - 3.0	360		
Passive (Kp)	Lean Clay - 2.4	290		

Conditions applicable to the above conditions include:

 For active earth pressure, wall must rotate about base, with top lateral movements 0.002 Z to 0.004 Z, where Z is wall height

- For passive earth pressure, wall must move horizontally to mobilize resistance.
- Uniform surcharge, where S is surcharge pressure
- In-situ soil backfill weight a maximum of 120 pcf
- Horizontal backfill, compacted to at least 95% of standard Proctor maximum dry density
- Loading from heavy compaction equipment not included
- No groundwater acting on wall
- No safety factor included
- Ignore passive pressure in frost zone

Suitable backfill materials are discussed in the **Site Preparation and Earthwork** subsection of the report. For the granular values to be valid, the granular backfill must extend out from the base of the wall at an angle of at least 45 and 60 degrees from vertical for the active and passive cases, respectively. To calculate the resistance to sliding, a value of 0.3 could be used as the allowable coefficient of friction between the footing and the underlying soil.

The earth pressures discussed in this section of the report do not include the influence of surcharge, equipment or floor loading, which should be added. Also, we do not recommend supporting foundation elements within or above wall backfill materials. Heavy construction equipment should not be operated near below-grade walls to prevent greater lateral pressures, which could damage the walls.

To provide lateral restraint, the floor slabs should be placed prior to backfilling behind basement walls. Backfill placed in non-structural areas adjacent to basement walls should be placed in thin lifts (4 to 8 inches loose lifts, depending upon compaction equipment used) and compacted using hand-operated equipment. Exterior grading should be performed to provide surface water flow away from the structure.

Subsurface Drains

Groundwater was not observed in the borings. We have no historical water level information at the site however, and we advise that water levels above the lower slab elevation be considered during design. Long term readings in cased holes would provide better information to evaluate and groundwater fluctuations and potential for groundwater at higher elevations. Structures could also be designed with perimeter and under slab drains to reduce the hydrostatic pressures and the potential for seepage. If drains are not provided, we recommend the structures be designed to resist hydrostatic pressures that

would be greatest when the lower levels are empty and a higher water level exists adjacent to the structures.

Construction Considerations

Impervious surfaces or finished grading slopes of at least 2 percent should be maintained for a distance of 5 feet or more outside the building perimeter to direct surface water away from the proposed structure.

Sump pits and pumps should be adequate to manage precipitation water accumulating in shallow excavations. More extensive and expensive measures may be necessary if groundwater levels observed in sandy layers.

All excavations should comply with the requirements of OSHA 29CFR, Part 1926, Subpart P, "Excavations" and its appendices, as well as other applicable codes. This document states that the excavation safety is the responsibility of the contractor. Reference to this OSHA requirement should be included in the job specifications. Slope heights, slope inclinations and/or excavation depths should in no case exceed those specified in local, state or federal safety regulations, including current OSHA excavation and trench safety standards. If any excavations extend to a depth greater than 20 feet, according to OSHA regulations side slopes must be designed by a professional engineer.

GENERAL COMMENTS

Terracon, Inc. should be retained to review the final design plans and specifications so comments can be made regarding interpretation and implementation of our geotechnical recommendations in the design and specifications. In the event Terracon is not retained to perform this recommended review, we will assume no responsibility for misinterpretation of our recommendations.

Terracon also should be retained to provide testing and observation during excavation, grading, foundation and construction phases of the project. The purpose of these services would be to provide Terracon the opportunity to observe the soil conditions encountered during construction, to evaluate the applicability of the recommendations presented in this report to the soil conditions encountered, and to recommend appropriate changes in design or construction procedures if conditions differ from those described herein.

The analysis and recommendations presented in this report are based upon the data obtained from the borings performed at the indicated locations and from other information

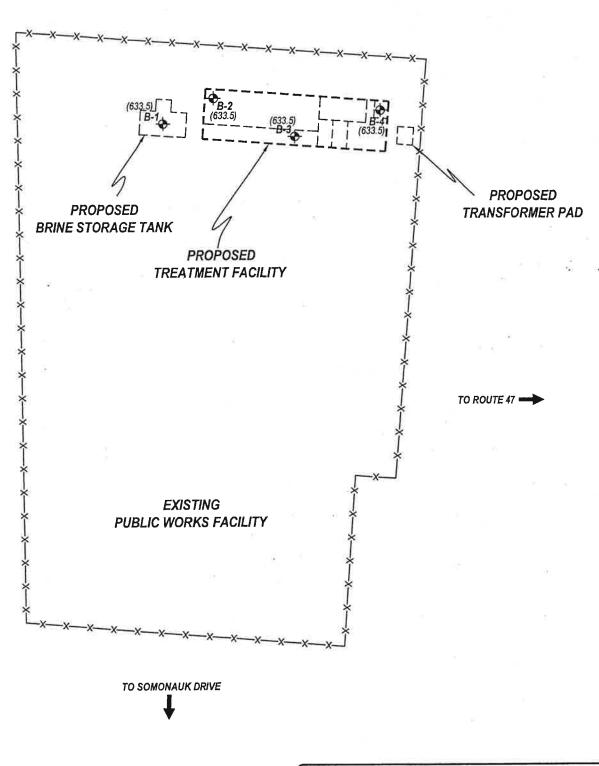
discussed in this report. This report does not reflect variations that may occur between borings or across the site or due to the modifying effects of weather. The nature and extent of such variations may not become evident until, during or after construction. If variations occur, it will be necessary to reevaluate the recommendations of this report.

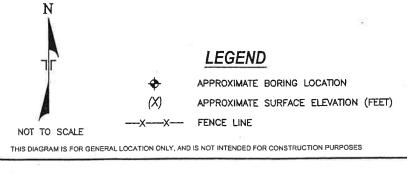
The scope of services for this project does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

This report has been prepared for the exclusive use of our client for specific application to the projects discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. Site safety, excavation support, and dewatering requirements are the responsibility of others. No warranties, either express or implied, are intended or made. In the event that changes in the nature, design, or location of the project as outlined in this report are planned, the conclusions and recommendations contained in this report shall not be considered valid unless Terracon reviews the changes, and either verifies or modifies the conclusions of this report in writing.

APPENDIX A

SOIL BORING LOCATION DIAGRAM SOIL BORING LOGS





BORING LOCATION DIAGRAM PROPOSED TREATMENT FACILITY WELLS NO. 3 AND 4 ROUTE 47 AND SOMONAUK STREET YORKVILLE, ILLINOIS

Project Mngr.	DE	75
Designed By:	DE	listaco
Drawn By:	KJR	135 Ambassador Drive
Checked By:	DE	Naperville, Illinois 60540

Figure No.

Approved By:

	Project No.	11035137					
ľ	Scale:	NONE					
	File No.	3N137D01					
~	Date:	JUL 2003					
y '	721						

	LOG O	F BO	RIN	G N	10.	1					Pa	ge 1 of 1
CLI	ENT Engineering Enterprises, Inc.											
SIT	E Route 47 & Somonauk Street		PRO	JEC ⁻		onos	od \	Noll 3	& <i>A</i> T	reatm	nent Fac	ility
	Yorkville, Illinois						1PLES		0.41	reatii	TESTS	The state of the s
GRAPHIC LOG	DESCRIPTION Approx. Surface Elev.: 633.5 ft	×	DЕРТН, ft.	USCS SYMBOL	NUMBER	TYPE	RECOVERY, in.	SPT - N ** BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf	
***	0.25 3" Topsoil Fill	633.5				HS						
	FILL: LEAN CLAY, TRACE SAND AND GRAVEL dark brown with wood chips	630.5	-	,	1	SS	4	16	18			
****	FINE TO MEDIUM SAND, TRACE GRAVEL, medium dense occasional clay lenses			SP	2	SS	5	23	6	F)		ě
			5—			HS						
	15 E		-	SP	3	SS	10	23	6			
	8	625.5	-			HS						İ
	SANDY LEAN CLAY TO CLAYEY SAND brown, stiff/medium dense to dense		3	C/C	L 4	SS	14	22	11		4000*	
			10-			HS					-	
			: :				ia.	21				
		25	3	C/C	L 5	SS	10	30	11			
			15-	-		HS						
			-									2
	18 FINE TO MEDIUM SAND brown,	615.5	-	SP	6	SS	10	12	23			
	medium dense, wet	613.5	-	- 35		33	10	12	2.0			
g	BOTTOM OF BORING		20-									
BORE2 11035137.GPJ TERRACON.GDT 7/23/03												
ERRAC	e stratification lines represent the approximate boundary lines tween soil and rock types: in-situ, the transition may be gradu	ial.		Alexa e								SPT Hammer Penetrometer
de N	ATER LEVEL OBSERVATIONS, ft				-		BQF	RING S	TART	ED		7-7-03
A S S S S S S S S S S S S S S S S S S S				—	-			RING C				7-7-03
W W							RIG		(Mid-/		FOREMA	
M W			·				APF	PROVE	:D	DE P	JOB # agge 122	11035137

_	LOG OF	во	RIN	3 N	10.	2					Pa	ge 1 of 1
CLI	ENT Engineering Enterprises, Inc.	-							ï			
SITE Route 47 & Somonauk Street			PRO.	JEC ⁻			od V	Vall 3	2. 1 T	rootn	nent Fac	ility
	Yorkville, Illinois				FIG		PLES		0.41	Cau	TESTS	
GRAPHIC LOG	DESCRIPTION Approx. Surface Elev.: 633.5 ft		DEPTH, ft.	USCS SYMBOL	NUMBER	TYPE	RECOVERY, in.	SPT - N ** BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf	567
777	0.2 2" Topsoil LEAN CLAY, TRACE SANDbrown, stiff	633.5	2/2			HS						
	LEAN CLAT, TRACE SANDIOWII, SIIII		=	CL	1	SS	8	12	25		4000*	
	FINE TO MEDIUM SAND, TRACE	630.5	=			HS						
	GRAVEL brown, medium dense to dense		-	SP	2	SS	8	13	8		nie.	
			5			HS						
			-	SP	3	SS	15	38	5			
	7		-			HS						
			_	SP	4	SS	14	19	7			
			10—			1110			-			
	*		-			HS						
			1									ν
			-									
			-	SP	5	SS	14	33	7			
			15-	_		1116				-		
			-	1		HS						
			-				-					
	18	615.5	-			1						
	SANDY LEAN CLAY, TRACE GRAVEL gray, hard		19	CL	. 6	SS	16	54	11		9000*	
	20	613.5	20-		-				-	-		-
03	BOTTOM OF BORING											
7723/											1	
ON GD												
BORE2 11035137 GPJ TERRACON.GDT 7723/03	he stratification lines represent the approximate boundary lines between soil and rock types: in-situ, the transition may be gradua	al.						14	**14	40 Lbs *Calibr	Automatic ated Hand	SPT Hammer Penetrometer
GPJ T	VATER LEVEL OBSERVATIONS, ft	-					во	RING	STAR	ΓED		7-7-03
35137.0				,				RING				7-7-03
Z 110.	L V NONE WD NONE AB VL V			Ļ		, ,	RIC		(Mid-		FOREM	
A BORE	/L			-		_	AP	PROV	בט	υŁ	JOB # age 12.	11035137

	LOG OF B	ORIN	1G I	١٥.	3					Pa	ge 1 of 1
CLI	ENT Engineering Enterprises, Inc.										
SIT	E Route 47 & Somonauk Street	PR	OJEC		onos	has	Vell 3	& 4 T	reatm	ent Fac	ility
	Yorkville, Illinois					IPLES			-	TESTS	
GRAPHIC LOG	DESCRIPTION Approx. Surface Elev.: 633.5 ft	DЕРТН, ft.	USCS SYMBOL	NUMBER	TYPE	RECOVERY, in.	SPT - N ** BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf	
37	0.3 4" Topsoil 6: LEAN CLAY, TRACE SANDdark brown,	33			HS						
	stiff occasional root hairs		CL	1	SS	12	19	22		4000*	
	3 630	.5	_	 	HS						
	FINE TO MEDIUM SAND, TRACE GRAVEL, brown, medium dense to dense		SP	2	SS	7	12	8			
		5-	-	-	HS						
			SF	3	SS	14	33	5			
			_		HS						
77,	9 SANDY LEAN CLAY TO CLAYEY SAND,		SF		SS	16	19	7		20001	
	TRACE GRAVEL brown, stiff/medium dense to dense	10-	SC/0	CL_	HS			11		3000*	
									-		
										-	
			SC/	CL 5	SS	12	36	15			
		15	=	+	HS						
			_								
		5.5									
	FINE TO MEDIUM SAND, TRACE SILT brown, very dense		SI	6	SS	16	55	19			
	20 BOTTOM OF BORING	3.5 20	_	+-		-		-	+		
33/03	BOTTOM OF BOTTING										
BORE2 11035137.GPJ TERRACON.GDT 7/23/03											
SACON	e stratification lines represent the approximate boundary lines		_1_					**14	10 Lbs /	Automatic	l SPT Hammer
pe ER	tween soil and rock types: in-situ, the transition may be gradual.					I PO	RING S			ated Hand	Penetrometer 7-7-03
5137.GP	ATER LEVEL OBSERVATIONS, ft L ☑ NONE WD ☑ NONE AB						RING (D	7-7-03
11035/		[3			N	RIG		(Mid-	Am)	FOREM	
N BREZ						API	PROVE	ED	DE	JOB # age 12	11035137

\cap	LOG OF BO	RIN	G N	10.	4					Pa	age 1 of 1
CL	ENT Engineering Enterprises, Inc.										
SIT		PRO	JEC	T							
0	Yorkville, Illinois			Pr	opos	sed \	Vell 3	& 4 T	reatm	ent Fac	cility
					SAN	1PLES	3			TESTS	
GRAPHIC LOG	DESCRIPTION Approx. Surface Elev.: 633.5 ft	DЕРТН, ft.	USCS SYMBOL	NUMBER	TYPE	RECOVERY, in.	SPT - N ** BLOWS / ft.	WATER CONTENT, %	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf	
V 16. V	0.4 4" Topsoil 633				HS						
	POSSIBLE FILL: LEAN CLAY, TRACE SAND AND GRAVEL dark brown to brown, very stiff	=	CL	1	SS	10	24	19		5000*	
		A 1									
		_	CL	2	SS	10	16	15		5000*	
	5.5 628	5—			HS						0
	FINE TO MEDIUM SAND, TRACE GRAVEL, brown, medium dense	=	SP	3	SS	10	15	7			1
	- A				HS			 ,	_		1
	with clay lenses										
			SP	4	SS	12	22	11		6000*	
	· · · · · ·	10-			HS			4			
	12 621.5	=									
	FINE TO COARSE SAND, TRACE	100									
	GRAVEL, brown, medium dense	-									
			SP	5	SS	8	25	10			+
		15—			HS						360
	045.5	_	1								
11	18 615.5 SILTY FINE SAND brown, dense, wet	- F				- 1					
		-	SM	6	SS	10	35	22			
	20 613.5	20-	_								-
	BOTTOM OF BORING	20									
723/0									1		
7 10											41
NO	***										
30RE2 11035137,GPJ TERRACON GDT 7723/03	e stratification lines represent the approximate boundary lines tween soil and rock types: in-situ, the transition may be gradual.							**14(*	0 Lbs A Calibra	outomatic ted Hand	SPT Hammer Penetrometer
e N	ATER LEVEL OBSERVATIONS, ft					BOF	RING S	TART	ED ,		7-7-03
W W						BOF	RING C	OMPL	ETE)	7-7-03
E W		ال		31		RIG		(Mid-A	Am) F	FOREMA	AN Denny
W	·					APP	ROVE	D	DE p	DB# 124	11035137

APPENDIX B

GENERAL NOTES
UNIFIED SOIL CLASSIFICATION SYSTEM

GENERAL NOTES

DRILLING & SAMPLING SYMBOLS:

SS	•	Split Spoon - 1%" I.D., 2" O.D., unless otherwise noted	PS :	Piston Sample
ST			ws:	Wash Sample
PA		Power Auger	FT :	Fish Tail Bit
		Hand Auger	RB :	Rock Bit
DB		Diamond Bit - 4", N, B	BS :	Bulk Sample
AS		Auger Sample	PM:	Pressuremeter
		Hollow Stem Auger	DC :	Dutch Cone
	•		WB :	Wash Bore

Standard "N" Penetration: Blows per foot of a 140 pound hammer falling 30 inches on a 2 inch OD split spoon, except where noted.

WATER LEVEL MEASUREMENT SYMBOLS:

WL	Water Level	WS		While Sampling
	Wet Cave In	WD	:	While Drilling
	Dry Cave In	BCR	:	Before Casing Removal
	After Boring	ACR	•	After Casing Removal

Water levels indicated on the boring logs are the levels measured in the borings at the times indicated. In pervious soils, the indicated levels may reflect the location of groundwater. In low permeability soils, the accurate determination of ground water levels is not possible with only short term observations.

DESCRIPTIVE SOIL CLASSIFICATION:

Soil Classification is based on the Unified Soil Classification System and ASTM Designations D-2487 and D-2488. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; they are described as: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are described as: clays, if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse grained soils are defined on the basis of their relative in-place density and fine grained soils on the basis of their consistency. Example: Lean clay with sand, trace gravel, stiff (CL); silty sand, trace gravel, medium dense (SM).

CONSISTENCY OF FINE-GRAINED SOILS:

RELATIVE DENSITY OF COARSE-GRAINED SOILS:

Unconfined Compressiv	e	N-Blows/ft.	Relative Density
Strength, Qu, psf	Consistency	0-3 4-9	Very Loose Loose
< 500 500 - 1,000 1,001 - 2,000	Very Soft Soft Medium Stiff	10-29 30-49 50-80	Medium Dense Dense Very Dense
2,001 - 4,000 4,001 - 8,000 8,001 -16,000 > -16,000	Very Stiff Hard Very Hard	80 +	Extremely Dense

RELATIVE PROPORTIONS OF SAND AND GRAVEL

Descriptive Term(s) (of Components Also Present in Sample)	Percent of Dry Weight
Trace With	< 15 15 - 29
Modifier	> 30

RELATIVE PROPORTIONS OF FINES

Descriptive Term(s) (of Components Also Present in Sample)	Percent of Dry Weight
Trace	< 5
With	5 - 12
Modifier	< 12

GRAIN SIZE TERMINOLOGY

Major Component Of Sample	Size Range
Boulders	Over 12 in. (300mm)
Cobbles	12 in. to 3 in. (300mm to 75mm)
Gravel	3 in. to #4 sieve (75mm to 4.75mm)
Sand	#4 to #200 sieve (4.75mm to 0.075mm)
Silt or Clay	Passing #200 sieve (0.075mm)



UNIFIED SOIL CLASSIFICATION SYSTEM

Criteria	a for Assigning Group Symbols	and Group Names Using	Laboratory Tests ^A	Group Symbol	I Classification Group Name ^B
No. 200 sieve fraction reta No. 4 sieve Sands 50% or more of	More than 50% of coarse fraction retained on	Clean Gravels Less than 5% fines ^C	$Cu \ge 4$ and $1 \le Cc \le 3^E$	GW	Well-graded gravel ^F
			Cu < 4 and/or 1 > Cc > 3 ^E	GP	Poorly graded gravel ^F
		Gravels with Fines More than 12% fines ^C	Fines classify as ML or MH	GM	Silty gravel ^{F, G, H}
			Fines classify as CL or CH	GC	Clayey gravel ^{F, G, H}
	Sands	Clean Sands	Cu ≥ 6 and 1 ≤ Cc ≤ 3 ^E	sw	Well-graded sand
	50% or more of coarse fraction passes	Less than 5% fines ^E	Cu < 6 and/or 1> Cc > 3 ^E	SP	Poorly graded sand
		Sands with Fines	Fines classify as ML or MH	SM	Silty sand ^{G, H, I}
	7	More than 12% fines ^D	Fines classify as CL or CH	sc	Clayey sand ^{G, H, I}
Fine-Grained Soils 50% or more passes the No. 200 sieve	Silts and Clays Liquid limit less than 50	inorganic	PI > 7 and plots on or above "A" line ^J	CL	Lean clay ^{K, L, M}
			P1 < 4 or plots below "A" line ^J	ML	Silt ^{K, L, M}
		organic	Liquid limit — oven dried < 0.75	OL	Organic clay ^{K, L, M, N}
			Liquid limit — not dried		Organic silt ^{K, t, M, O}
	Silts and Clays inorgani Liquid limit 50 or more organic	inorganic	Pi plots on or above "A" line	СН	Fat clay ^{K, L, M}
			PI plots below "A" line	МН	Elastic silt ^{K, L, M}
		organic	Liquid limit oven dried	< 0.75 OH	Organic clay ^{K, L, M, P}
			Liquid limit — not dried		Organic silt ^{K, L, M, Q}
Highly organic soils Primarily organic matter, dark in color, and organic odor			PT	Peat	

ABased on the material passing the 3-in. (75-mm) sieve.

^BIf field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^CGravels with 5 to 12% fines require dual symbols:

GW-GM well-graded gravel with silt GW-GC well-graded gravel with clay GP-GM poorly graded gravel with silt GP-GC poorly graded gravel with clay

DSands with 5 to 12% fines require dual

SW-SM well-graded sand with silt SW-SC well-graded sand with clay SP-SM poorly graded sand with silt SP-SC poorly graded sand with clay $^{E}Cu = D_{60}/D_{10}$ $Cc = \frac{(D_{30})^{2}}{D_{10} \times D_{60}}$

FIf soil contains ≥ 15% sand, add "with sand" to group name.

^GIf fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^HIf fines are organic, add "with organic fines" to group name.

If soil contains \geq 15% gravel, add "with gravel" to group name.

 $^{\rm J}{\rm lf}$ Atterberg limits plot in shaded area, soil is a CLML, silty clay.

KIf soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel", whichever is predominant.

Lif soil contains ≥ 30% plus. No. 200 predominantly sand, add "sandy" to group name.

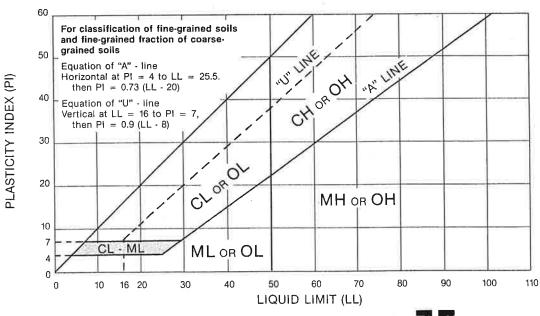
^MIf soil contains ≥ 30% plus No. 200, predominantly gravel, add "gravelly" to group name.

^NPI ≥ 4 and plots on or above "A" line.

 $^{
m O}{
m PI}$ < 4 or plots below "A" line.

PPI plots on or above "A" line.

^QPI plots below "A" line.





Reviewed By:	
Leg	al

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

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Agenda	Item	Num	.bei

Old Business #4

Tracking Number

PW 2019-37

Agenda Item Summary Memo

Title: Selection of C	Committee Liaisons – Park Bo	ard Liaison
Meeting and Date:	Public Works Committee – J	une 18, 2019
Synopsis: Selection	of liaison to the Park Board.	
Council Action Pre	viously Taken:	
Date of Action:	Action Taken	1:
Item Number:		
Type of Vote Requi	red:	
Council Action Req	uested:	
Submitted by:	Bart Olson	Administration
	Name	Department
	Agenda Iten	n Notes: