

United City of Yorkville

800 Game Farm Road Yorkville, Illinois 60560 Telephone: 630-553-4350

www.yorkville.il.us

AGENDA CITY COUNCIL MEETING Tuesday, June 25, 2019 7:00 p.m.

City Hall Council Chambers 800 Game Farm Road, Yorkville, IL

Call to Order:

Pledge of Allegiance:

Roll Call by Clerk: WARD I WARD II WARD III WARD IV

Ken Koch Jackie Milschewski Chris Funkhouser Seaver Tarulis Dan Transier Arden Joe Plocher Joel Frieders Jason Peterson

Establishment of Quorum:

Amendments to Agenda:

Presentations:

1. Swearing-in of Patrol Officer Nicholas Mertes

Public Hearings:

Citizen Comments on Agenda Items:

Consent Agenda:

Minutes for Approval:

1. Minutes of the Regular City Council – June 11, 2019

Bill Payments for Approval from the Current Bill List:

Payments total these amounts:

- \$ 4,018.79 (vendors FY 19)
- \$ 536,877.62 (vendors FY 20)
- \$ 341,160.82 (payroll period ending 6/14/19)
- \$ 882,057.23 (total)

Mayor's Report:

Public Works Committee Report:

- 1. PW 2019-36 Material Storage Shed
- 2. PW 2019-39 Well No. 7 Generator Engineering Agreement
- 3. PW 2019-40 Elizabeth Street Water Main Improvements Engineering Agreement

Public Works Committee Report (cont'd):

- 4. PW 2019-41 Chemical Feed Systems Supply Purchase and Engineering Agreement
- 5. PW 2019-42 Blackberry Woods Phase B Completion of Improvements Status
- 6. PW 2019-43 2018 Road to Better Roads Program Request for Change in Plans and Engineer's Final Payment Estimate

Economic Development Committee Report:

Public Safety Committee Report:

Administration Committee Report:

- 1. ADM 2019-26 Monthly Treasurer's Report for May 2019
- 2. ADM 2019-32 Resolution Approving an Amendment to the United City of Yorkville Employee Manual (Nepotism Policy)

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Planning and Zoning Commission:

City Council Report:

1. ADM 2018-88 Sale of 111 W. Madison Street (Old Jail)

City Clerk's Report:

Community and Liaison Report:

Staff Report:

Additional Business:

Citizen Comments:

Executive Session:

Adjournment:

COMMITTEES, MEMBERS AND RESPONSIBILITIES

ADMINISTRATION: July 17, 2019 – 6:00 p.m. – City Hall Conference Room

CommitteeDepartmentsLiaisonsChairman:Alderman FunkhouserFinanceLibrary

Vice-Chairman: Alderman Transier Administration

Committee: Alderman Plocher Committee: Alderman Peterson

COMMITTEES, MEMBERS AND RESPONSIBILITIES cont'd:

ECONOMIC DEVELOPMENT: July 2, 2019 – 6:00 p.m. – City Hall Conference Room

<u>Committee</u> <u>Departments</u> <u>Liaisons</u>

Chairman: Alderman Milschewski Community Development Planning & Zoning Commission Vice-Chairman: Alderman Peterson Building Safety & Zoning Kendall Co. Plan Commission

Committee: Alderman Koch Committee: Alderman Frieders

PUBLIC SAFETY: July 3, 2019 - 6:30 p.m. - City Hall Conference Room

<u>Committee</u> <u>Departments</u> <u>Liaisons</u>

Chairman: Alderman Tarulis Police School District

Vice-Chairman: Alderman Frieders Committee: Alderman Milschewski Committee: Alderman Transier

PUBLIC WORKS: July 16, 2019 – 6:00 p.m. – City Hall Conference Room

CommitteeDepartmentsLiaisonsChairman:Alderman PlocherPublic WorksPark BoardVice-Chairman:Alderman KochEngineeringYBSD

Committee: Alderman Funkhouser Parks and Recreation

Committee: Alderman Tarulis

UNITED CITY OF YORKVILLE WORKSHEET CITY COUNCIL **Tuesday, June 25, 2019** 7:00 PM

CITY COUNCIL CHAMBERS

AMENDMENTS TO AGENDA:
PRESENTATIONS:
1. Swearing-in of Patrol Officer Nicholas Mertes
CITIZEN COMMENTS ON AGENDA ITEMS:

MINU	JTES FOR APPROVA	L:			
1.	Minutes of the Regula Approved: Y Removed Notes	r City Counci	□ Subject to		
BILL	S FOR PAYMENT:				
	☐ Approved As presented ☐ As amended ☐ Notes				
PUBL	IC WORKS COMMI		PRT:	 	
1.	PW 2019-36 Material Approved: Y Removed Notes	N		 	

۷.			- Engineering Agreement
			□ Subject to
3.			Main Improvements – Engineering Agreement
			□ Subject to
4.		=	us – Supply Purchase and Engineering Agreement
4.	☐ Approved: Y	N	□ Subject to
4.	☐ Approved: Y	N	□ Subject to
4.	Approved: Y Removed	N	

		□ Subject to
☐ Removed		
		r Roads Program – Request for Change in Plans and Engineer's Fina
☐ Approved: Y	N	□ Subject to
☐ Removed		
□ Notes		
INISTRATION COM		REPORT:
		er's Report for May 2019
		Subject to

2.	ADM 2019-32 Resolu (Nepotism Policy)	ition Approvi	ing an Amendment to the United City of Yorkville Employee Manual
	Approved: Y	N	□ Subject to
CITY	COUNCIL REPORT	•	
1.	ADM 2018-88 Sale of Approved: Y	f 111 W. Mac N	dison Street (Old Jail) _ □ Subject to
ADDI	TIONAL BUSINESS:		

CITIZEN COMMENT	'S:	 	



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

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Agenda	Item	Num	ber

Minutes #1

Tracking Number

Agenda Item Summary Memo

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Title: Minutes of the	Regular City Council – June	11, 2019
Meeting and Date:	City Council – June 25, 2019	
Synopsis: Approval of	of Minutes	
Council Action Previ	ously Taken:	
Date of Action:	Action Taken:	
Item Number:		
Type of Vote Require	ed: Majority	
Council Action Requ	ested: Approval	
Submitted by:	Lisa Pickering Name	Administration Department
	Agenda Item	•

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, HELD IN THE CITY COUNCIL CHAMBERS, 800 GAME FARM ROAD ON TUESDAY, JUNE 11, 2019

Mayor Purcell called the meeting to order at 7:00 p.m. and led the Council in the Pledge of Allegiance.

ROLL CALL

City Clerk Pickering called the roll.

Ward I	Koch	Present
	Transier	Present
Ward II	Milschewski	Present
	Plocher	Absent
Ward III	Funkhouser	Present
	Frieders	Present
Ward IV	Tarulis	Present
	Peterson	Present

Staff present: City Administrator Olson, City Clerk Pickering, Chief of Police Hart, Deputy Chief of Police Mikolasek, Public Works Director Dhuse, Community Development Director Barksdale-Noble, Finance Director Fredrickson, Parks and Recreation Director Evans, Building Code Official Ratos, Purchasing Manager Parker, Attorney Orr, Attorney Gardiner and EEI Engineer Sanderson.

QUORUM

A quorum was established.

AMENDMENTS TO THE AGENDA

None.

PRESENTATIONS

Larry Nelson, Treasurer of the Fox Valley YMCA, spoke to the City Council regarding on-going litigation that has been taking place since 2016 between the YMCA and the City. Mr. Nelson discussed that after the Great Recession the YMCA wanted to expand their facilities east into the Yorkville area. He said the YMCA pieced land together by buying properties and foreclosures and ended up with twenty-seven acres. The property the YMCA purchased is adjacent to other property located in unincorporated Kendall County. The YMCA approached the City and asked to be de-annexed. Mr. Nelson said the former Mayor told the YMCA that the City did not want the land to be de-annexed. After being told that the City would not allow the property to be de-annexed, the YMCA filed a lawsuit to de-annex.

The YMCA board would like to build a facility on this parcel of land that it plans to eventually develop into a facility that is larger than the YMCA located at the corner of Route 34 and Eldamain Road in Plano. According to Mr. Nelson, the Fox Valley YMCA currently serves 7,000 members and is the largest non-profit organization in Kendall County. Mr. Nelson said that while at a court hearing two months ago, Board Chairman Becky Morphey and Director Stephanie Wayne had an opportunity to speak with City Administrator Olson. Mr. Nelson said that after this conversation, the YMCA prepared a settlement agreement that they thought the City would be willing to consider. They sent this settlement agreement to the City two weeks ago for consideration and they heard back from the City's attorney that the City had changes to the proposed agreement. Mr. Nelson said he was present to ask the City to approve the settlement agreement and allow the property that the YMCA had purchased to be de-annexed.

Attorney Orr informed the City Council that an update on the lawsuit would be given that evening in executive session.

CITIZEN COMMENTS ON AGENDA ITEMS

None.

CONSENT AGENDA

None.

MINUTES FOR APPROVAL

Mayor Purcell entertained a motion to approve the minutes of the regular City Council meeting of May 28, 2019 as presented. So moved by Alderman Peterson; seconded by Alderman Koch.

Motion unanimously approved by a viva voce vote.

The Minutes of the Regular Meeting of the City Council – June 11, 2019 – Page 2 of 4

BILLS FOR PAYMENT

Mayor Purcell entertained a motion to approve the paying of the bills listed on the Bill List Summary dated June 11, 2019, totaling the following amounts: checks in the amount of \$137,865.92 (vendors – FY 19); \$163,442.02 (vendors – FY 20); \$192,151.25 (wire payments); \$291,234.88 (payroll period ending 5/31/19); for a total of \$784,694.07. So moved by Alderman Milschewski; seconded by Alderman Funkhouser.

Motion approved by a roll call vote. Ayes-7 Nays-0 Funkhouser-aye, Tarulis-aye, Transier-aye, Frieders-aye, Peterson-aye, Koch-aye, Milschewski-aye

REPORTS

MAYOR'S REPORT

Unified Development Ordinance (UDO) Advisory Committee Appointment

Mayor Purcell entertained a motion to approve Alderman Dan Transier to the Unified Development Ordinance Advisory Committee. So moved by Alderman Koch; seconded by Alderman Funkhouser.

Motion unanimously approved by a viva voce vote.

Appointment of Planning and Zoning Commission Chairman

(CC 2019-37)

Mayor Purcell entertained a motion to approve Jeff Olson as the Chairman of the Planning and Zoning Commission. So moved by Alderman Frieders; seconded by Alderman Milschewski.

Motion unanimously approved by a viva voce vote.

Use Agreements with the Oswego Police Department

(CC 2019-38)

- a. Firing Range Use Agreement
- b. Assumption of Risk, Covenant not to sue, and Release Agreement for Use of Defensive Tactics Room

Mayor Purcell entertained a motion to approve a Firing Range Use Agreement with the Oswego Police Department. So moved by Alderman Tarulis; seconded by Alderman Peterson.

Motion approved by a roll call vote. Ayes-7 Nays-0 Frieders-aye, Peterson-aye, Koch-aye, Milschewski-aye, Funkhouser-aye, Tarulis-aye, Transier-aye

Mayor Purcell entertained a motion to approve an Assumption of Risk, Covenant not to sue, and Release Agreement for Use of Defensive Tactics Room with the Oswego Police Department. So moved by Alderman Frieders; seconded by Alderman Koch.

Motion approved by a roll call vote. Ayes-7 Nays-0 Milschewski-aye, Funkhouser-aye, Tarulis-aye, Transier-aye, Frieders-aye, Peterson-aye, Koch-aye

Ordinance 2019-33

Increasing the Age for the Sale and Possession of Tobacco Products, Electronic Cigarettes and Alternative Nicotine Products

(CC 2019-39)

Mayor Purcell entertained a motion to approve an Ordinance Increasing the Age for the Sale and Possession of Tobacco Products, Electronic Cigarettes and Alternative Nicotine Products. So moved by Alderman Milschewski; seconded by Alderman Tarulis.

Alderman Funkhouser stated that the proposed Ordinance under 3-8-3: Regulations, paragraph K., starts by stating "Sale near church or school". He said that within the paragraph the reference to "church" is not included.

Alderman Funkhouser made a motion to amend the proposed ordinance to add the word church to paragraph K, so that it is unlawful for tobacco sales to be conducted within 100 feet of any church as well as any schools; seconded by Alderman Frieders.

Amendment unanimously approved by a viva voce vote.

The Minutes of the Regular Meeting of the City Council – June 11, 2019 – Page 3 of 4

Original Motion approved by a roll call vote. Ayes-7 Nays-0 Frieders-aye, Peterson-aye, Koch-aye, Milschewski-aye, Funkhouser-aye, Tarulis-aye, Transier-aye

Comments from Mayor Purcell

Mill Road

Mayor Purcell mentioned that the city and Kendall County are looking at the possibility of an Intergovernmental Agreement between the city and the county for Mill Road Improvements. He mentioned that the county is already looking at improvements that could be done at the Galena Road and Kennedy Road intersection.

PUBLIC WORKS COMMITTEE REPORT

No report.

ECONOMIC DEVELOPMENT COMMITTEE REPORT

No report.

PUBLIC SAFETY COMMITTEE REPORT

No report.

ADMINISTRATION COMMITTEE REPORT

No report.

PARK BOARD

Summer Solstice Festival

Alderman Frieders reported on the upcoming schedule of events for the Summer Solstice Festival. He said the event starts on Friday, June 21st with the gates opening at 5:00 p.m. and music starting at 5:45 p.m. Friday night features Scott Tipping, Noah Gabriel, Babe Club, High Divers, and The Artisinals. The Summer Solstice Four Mile Race and Two Mile Walk starts at 7:00 p.m. on Friday evening. The festival after hours event starts Friday night at 10:00 p.m. at the Law Office with Scott Tipping and Feed the Dog. On Saturday, the festival starts at 1:30 p.m. and includes music performed by Tim Gleason, Aaron Kelly, Frederick the Younger, Invisible Cartoons, South City Revival, and Cory Chisel. The festival after hours event on Saturday night starts at 10:00 p.m. at the Law Office with South City Revival, The Second Winds, and Frederick the Younger.

PLANNING AND ZONING COMMISSION

No report.

CITY COUNCIL REPORT

National Suicide Prevention and Action Month Proclamation Project

Alderman Frieders reported that he met with Hope for the Day and Nature's Grace, which is the only family owned medicinal marijuana grow operation in Illinois. They are starting the process to try to link medicinal marijuana with more mental health resources. Alderman Frieders feels it is important to try to find new ways to link PTSD, chronic pain and veterans. In case anyone is not aware, Alderman Frieders said that on average, there are twenty-two veterans who commit suicide every day. Additionally, he mentioned that Oak Park, Illinois and Jackson, Michigan are two more communities that have issued proclamations for the National Suicide Prevention and Action Month Proclamation project.

CITY CLERK'S REPORT

No report.

COMMUNITY & LIAISON REPORT

No report.

STAFF REPORT

Building Code Update

Administrator Olson reported that a building code open house would be held on Thursday, June 13th from 3:30 p.m. – 5:30 p.m. in the council chambers to reveal the proposed updates to the city's building codes.

Unified Development Ordinance (UDO) Advisory Committee

Administrator Olson reported that the first UDO advisory committee meeting would be held on Thursday, June 13th starting at 5:30 p.m. in the council chambers.

ADDITIONAL BUSINESS

None.

CITIZEN COMMENTS

None.

The Minutes of the Regular Meeting of the City Council – June 11, 2019 – Page 4 of 4

EXECUTIVE SESSION

Mayor Purcell entertained a motion to go into executive session for pending litigation and closed session minutes. So moved by Alderman Frieders; seconded by Alderman Peterson.

Motion approved by a roll call vote. Ayes-7 Nays-0 Koch-aye, Milschewski-aye, Funkhouser-aye, Tarulis-aye, Transier-aye, Frieders-aye, Peterson-aye

The City Council entered executive session at 7:42 p.m.

The City Council returned to regular session at 9:03 p.m.

ADJOURNMENT

Mayor Purcell adjourned the meeting at 9:04 p.m.

Minutes submitted by:

Lisa Pickering, City Clerk, City of Yorkville, Illinois



Reviewed By

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

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Agenda	Item	Num	hei

Bills for Payment

Tracking Number

Agenda Item Summary Memo

Title: Bills for Payn	nent								
Meeting and Date:	City Council – June 25, 2019								
Synopsis:									
Council Action Prev	riously Taken:								
Date of Action:									
Type of Vote Requir	red: Majority								
Council Action Requ	uested: Approval								
Submitted by:	Amy Simmons								
	Name	Department							
Agenda Item Notes:									

UNITED CITY OF YORKVILLE
CHECK REGISTER

TIME: 07:41:52 CHECK REGISTER
PRG ID: AP215000.WOW
CHECK DATE: 06/25/19

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #		ACCOUNT #	ITEM AMT	
530093	AACVB	AURORA AREZ	A CONVENTIC)N				
	4/19-HAMPTO	N	06/05/19	01	APR 2019 HAMPTON INN HOTEL TAX	01-640-54-00-5481 INVOICE TOTAL:	3,225.04 3,225.04 *	
						CHECK TOTAL:		3,225.04
530094	INGEMUNS	INGEMUNSON	LAW OFFICE	S LT	D			
	6601		04/01/19	01	MAR 2019 ADMIN HEARING	01-210-54-00-5467 INVOICE TOTAL:	150.00 150.00 *	
	6729		05/01/19	01	APR 2019 ADMIN HEARINGS	01-210-54-00-5467 INVOICE TOTAL:	600.00 600.00 *	
						CHECK TOTAL:		750.00
530095	MUNCOLLE	MUNICIPAL	COLLECTION	SERV	ICES			
	013991		02/28/19	01	COMMISSION ON COLLECTIONS	01-210-54-00-5467 INVOICE TOTAL:	43.75 43.75 *	
						CHECK TOTAL:		43.75
						TOTAL AMOUNT PAID:		4,018.79

DATE: 06/10/19 TIME: 14:36:01 MANUAL CHECK REGISTER FY 20 AP225000.CBL

CHECK #	VENDOR # INVOICE #	INVOICE ITEM DATE #	1 DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT	
131149	KCR	KENDALL COUNTY RECORDER'S		06/06/19			
	15122	06/06/19 01 02 03 04	ORDINANCE APPROVING FIRECORDING OF FINAL PLATE APPROVING THIRD AMENDED ANNEXATION	ΤA	90-127-00-00-0011 90-127-00-00-0011 90-139-00-00-0011 ** COMMENT ** INVOICE TOTAL:	56.00 92.00 53.00 201.00 *	
					CHECK TOTAL:		201.00
					TOTAL AMOUNT PAID:		201.00

UNITED CITY OF YORKVILLE MANUAL CHECK REGISTER

DATE: 06/19/19 TIME: 09:46:27 FY 20 AP225000.CBL

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT	
131150	KCR	KENDALL COUNTY RECORDS	ER'S		06/07/19			
	15135	06/07/19	01 02	RERECORD 1 UTILITY LI RELEASE 5 UTILITY LIE		51-510-54-00-5488 51-510-54-00-5488 INVOICE TOTAL:	43.00 255.00 298.00 *	
						CHECK TOTAL:		298.00
						TOTAL AMOUNT PAID:		298.00

01-110 ADMINISTRATION 01-120 FINANCE 01-210 POLICE 01-220 COMMUNITY DEVELOPMENT 01-410 STREET OPERATIONS 01-540 HEALTH & SANITATION 01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA 12-112 SUNFLOWER ESTATES 15-155 MOTOR FUEL TAX(MFT) 23-216 MUNICIPAL BUILDING 23-230 CITY-WIDE CAPITAL 25-205 POLICE CAPITAL 25-215 PUBLIC WORKS CAPITAL 25-225 PARKS & REC CAPITAL 42-420 DEBT SERVICE 51-510 WATER OPERATIONS 52-520 SEWER OPERATIONS 72-720 LAND CASH 79-790 PARKS DEPARTMENT 79-795 RECREATION DEPARTMENT

530083

LIPSCOJA

UNITED CITY OF YORKVILLE CHECK REGISTER

TIME: 11:59:15

PRG ID: AP215000.WOW

CHECK REGISTER

FY 20

CHECK DATE: 06/19/19

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE		DESCRIPTION	ACCOUNT #	ITEM AMT	
530078	FONSECAR	RAIUMUNDO	FONSECA					
	WOOD BAT 20	19	06/18/19	01	UMPIRE	79-795-54-00-5462 INVOICE TOTAL:	300.00 300.00 *	
						CHECK TOTAL:		300.00
530079	GOLINSKS	SAM GOLINS	KI					
	WOOD BAT 20	19	06/18/19	01	UMPIRE	79-795-54-00-5462 INVOICE TOTAL:		
						CHECK TOTAL:		150.00
530080	HETTINGA	ANDREW HET	TINGER					
	WOOD BAT 20	19	06/18/19	01	UMPIRE	79-795-54-00-5462 INVOICE TOTAL:	100.00 100.00 *	
						CHECK TOTAL:		100.00
530081	ISHAMK	KENNETH IS	HAM					
	WOOD BAT 20	19	06/18/19	01	UMPIRE	79-795-54-00-5462 INVOICE TOTAL:	100.00 100.00 *	
						CHECK TOTAL:		100.00
530082	KALISHM	MIKE KALIS	Н					
	WOOD BAT 20	19	06/18/19	01	UMPIRE	79-795-54-00-5462 INVOICE TOTAL:		
						CHECK TOTAL:		150.00

JACOB LIPSCOMB

UNITED CITY OF YORKVILLE CHECK REGISTER

TIME: 11:59:15 CHECK REGISTER

PRG ID: AP215000.WOW

FY 20

CHECK	DATE:	06/19/1

CHECK #	VENDOR # I		INVOICE DATE		DESCRIPTION	ACCOUNT #	ITEM AMT	
530083	LIPSCOJA J	JACOB LIPS	COMB					
	WOOD BAT 2019	9	06/18/19	01	UMPIRE	79-795-54-00-5462 INVOICE TOTAL:	350.00 350.00 *	
						CHECK TOTAL:		350.00
530084	MODAFFJ J	JACK MODAF	F					
	WOOD BAT 2019	9	06/18/19	01	UMPIRE	79-795-54-00-5462 INVOICE TOTAL:	250.00 250.00 *	
						CHECK TOTAL:		250.00
530085	OLEARYC C	CYNTHIA O'	LEARY					
	WOOD BAT 2019	9	06/18/19	01	SCHEDULING OF OFFICIALS	79-795-54-00-5462 INVOICE TOTAL:	255.00 255.00 *	
						CHECK TOTAL:		255.00
530086	PAVLIKB F	ROBERT J.	PAVLIK					
	WOOD BAT 2019	9	06/18/19	01	UMPIRE	79-795-54-00-5462 INVOICE TOTAL:	50.00 50.00 *	
						CHECK TOTAL:		50.00
530087	RIETZR F	ROBERT L. 1	RIETZ JR.					
	WOOD BAT 2019	9	06/18/19	01	UMPIRE	79-795-54-00-5462 INVOICE TOTAL:	50.00 50.00 *	
						CHECK TOTAL:		50.00
530088	RUNDLEC C	COLE RUNDL	Ξ					

01-110 ADMINISTRATION
01-120 FINANCE
01-210 POLICE
01-220 COMMUNITY DEVELOPMENT
01-410 STREET OPERATIONS
01-540 HEALTH & SANITATION
01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA
12-112 SUNFLOWER ESTATES
15-155 MOTOR FUEL TAX(MFT)
23-216 MUNICIPAL BUILDING
23-230 CITY-WIDE CAPITAL
25-205 POLICE CAPITAL
25-215 PUBLIC WORKS CAPITAL

25-225 PARKS & REC CAPITAL
42-420 DEBT SERVICE
51-510 WATER OPERATIONS
52-520 SEWER OPERATIONS
72-720 LAND CASH
79-790 PARKS DEPARTMENT
79-795 RECREATION DEPARTMENT

UNITED CITY OF YORKVILLE
CHECK REGISTER

TIME: 11:59:15 CHECK REGISTER

PRG ID: AP215000.WOW

FY 20

CHECK DATE: 06/19/19

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT	
530088	RUNDLEC	COLE RUND	LE					
	WOOD BAT 2	019	06/18/19	01	UMPIRE	79-795-54-00-5462 INVOICE TOTAL:	100.00 100.00 *	
						CHECK TOTAL:		100.00
530089	RUNYONM	MARK RUNY	ON					
	WOOD BAT 2	019	06/18/19	01	UMPIRE	79-795-54-00-5462 INVOICE TOTAL:	350.00 350.00 *	
						CHECK TOTAL:		350.00
530090	SCHMIDTV	VANCE SCH	MIDT					
	WOOD BAT 2	019	06/18/19	01	UMPIRE	79-795-54-00-5462 INVOICE TOTAL:	100.00 100.00 *	
						CHECK TOTAL:		100.00
530091	TAGGARTN	NATHANIEL	TAGGART					
	WOOD BAT 2	019	06/18/19	01	UMPIRE	79-795-54-00-5462 INVOICE TOTAL:	50.00 50.00 *	
						CHECK TOTAL:		50.00
530092	TIETZJ	JAMES A.	TIETZ					
	WOOD BAT 2	019	06/18/19	01	UMPIRE	79-795-54-00-5462 INVOICE TOTAL:	300.00 300.00 *	
						CHECK TOTAL:		300.00
						TOTAL AMOUNT PAID:		2,655.00

01-110 ADMINISTRATION
01-120 FINANCE
01-210 POLICE
01-220 COMMUNITY DEVELOPMENT
01-410 STREET OPERATIONS
01-540 HEALTH & SANITATION
01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA
12-112 SUNFLOWER ESTATES
15-155 MOTOR FUEL TAX(MFT)
23-216 MUNICIPAL BUILDING
23-230 CITY-WIDE CAPITAL
25-205 POLICE CAPITAL
25-215 PUBLIC WORKS CAPITAL

25-225 PARKS & REC CAPITAL
42-420 DEBT SERVICE
51-510 WATER OPERATIONS
52-520 SEWER OPERATIONS
72-720 LAND CASH
79-790 PARKS DEPARTMENT
79-795 RECREATION DEPARTMENT

INVOICES DUE ON/BEFORE 06/25/2019

CHECK #	- "	INVOICE DATE			ACCOUNT #	PROJECT CODE	ITEM AMT			
530310	AACVB	AURORA AREA CONVENTI	ON							
	5/19-ALL	06/06/19	01	MAY 2019 ALL SEASON HOTEL TAX		481 /OICE TOTAL:	29.45 29.45	k		
					CHECK TOTAL:		29	9.45		
530311	ADVDROOF	ADVANCED ROOFING INC	•							
	201813501	06/03/19	01	REPAIR TO CITY HALL ROOF		146 /OICE TOTAL:	2,381.00 2,381.00	*		
					CHECK TOTAL:		2,381	1.00		
530312	AMPERAGE	AMPERAGE ELECTRICAL	SUPPL	Y INC						
	0909206-IN	05/21/19	01	VINYL TAPE		542 /OICE TOTAL:	37.60 37.60	*		
	0913601-IN	05/31/19	01	TURN-LOCK PHOTO CONTROLS		642 MOICE TOTAL:	340.08 340.08	*		
					CHECK TOTAL:		377	7.68		
D001280	ANTPLACE	ANTHONY PLACE YORKVILLE LP								
	JUL2019	06/01/19	02 03	CITY OF YORKVILLE HOUSING ASSISTANCE PROGRAM RENT REIMBURSEMENT FOR THE MONTH OF JULY 2019	** COMMENT **	k k	634.00			
					IN	OICE TOTAL:	634.00	٢		
					DIRECT DEPOSIT	TOTAL:	634	4.00		
530313	ARNESON	ARNESON OIL COMPANY								
	252981	05/31/19	01	MAY 2019 GASOLINE		595 /OICE TOTAL:	582.73 582.73	k		

01-110 ADMINISTRATION
01-120 FINANCE
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11-111 FOX HILL SSA
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23-216 MUNICIPAL BUILDING
23-230 CITY-WIDE CAPITAL
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25-225 PARKS & REC CAPITAL
42-420 DEBT SERVICE
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52-520 SEWER OPERATIONS
72-720 LAND CASH
79-790 PARKS DEPARTMENT
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CHECK #	VENDOR # INVOICE #		INVOICE DATE	#	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
530313	ARNESON	ARNESON	OIL COMPANY					
	253549		05/20/19	01	MAY 2019 GASOLINE		5 ICE TOTAL:	
						CHECK TOTAL:		1,523.11
530314	ATT	AT&T						
	6305536805	-0519	05/25/19	01	05/25-06/24 SERVICE	51-510-54-00-5440 INVO) ICE TOTAL:	305.90 305.90 *
						CHECK TOTAL:		305.90
530315	BACKROAD	DAVID E	MILLER					
	2019 RIVER		06/10/19	01	2019 RIVER FEST PERFORMANCE	79-795-56-00-560 INVO	6 ICE TOTAL:	2,500.00 2,500.00 *
						CHECK TOTAL:		2,500.00
530316	BCBS	BLUE CRO	SS BLUE SHIE	LD				
	060719		06/07/19	02 03 04	JULY 2019 HEALTH INS JULY 2019 DENTAL INS	$\begin{array}{c} 01-110-52-00-521\\ 01-120-52-00-521\\ 01-210-52-00-521\\ 01-220-52-00-521\\ 01-410-52-00-521\\ 01-640-52-00-521\\ 79-790-52-00-521\\ 51-510-52-00-521\\ 52-520-52-00-521\\ 01-110-52-00-522\\ 01-120-52-00-522\\ \end{array}$	5 5 5 6 5 6 6 6 6 6 6 6 6	4,173.48 49,025.07 6,930.88 8,711.00 11,736.71 12,462.77

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CHECK # VENDOR # INVOICE ITEM DATE # DESCRIPTION INVOICE # ACCOUNT # PROJECT CODE ITEM AMT 530316 BLUE CROSS BLUE SHIELD 060719 06/07/19 14 JULY 2019 DENTAL INS 01-210-52-00-5223 3,365.43 15 JULY 2019 DENTAL INS 01-220-52-00-5223 587.66 16 JULY 2019 DENTAL INS 01-410-52-00-5223 538.77 1,098.27 17 JULY 2019 DENTAL INS 01-640-52-00-5241 JULY 2019 DENTAL INS 79-790-52-00-5223 905.47 18 19 JULY 2019 DENTAL INS 79-795-52-00-5223 544.89 51-510-52-00-5223 20 JULY 2019 DENTAL INS 563.18 21 JULY 2019 DENTAL INS 52-520-52-00-5223 319.74 22 JULY 2019 DENTAL INS 582.29 82-820-52-00-5223 INVOICE TOTAL: 136,948.63 * CHECK TOTAL: 136,948.63 530317 BEHLANDJ JORI BEHLAND 01-110-54-00-5415 052219 05/31/19 01 FRED PRYOR SEMINAR TRAINING 32.42 02 MILEAGE REIMBURSEMENT ** COMMENT ** INVOICE TOTAL: 32.42 * CHECK TOTAL: 32.42 530318 BENJAMIM MATT BENJAMIN 06/10/19 01 UMPIRE 80.00 053019 79-795-54-00-5462 80.00 * INVOICE TOTAL: 060619 06/06/19 01 UMPIRE 79-795-54-00-5462 80.00 80.00 * INVOICE TOTAL: CHECK TOTAL: 160.00 530319 BEYERD DWAYNE F BEYER

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05/30/19 01 UMPIRE

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79-795-54-00-5462

INVOICE TOTAL:

82-820 LIBRARY OPERATIONS 84-840 LIBRARY CAPITAL 87-870 COUNTRYSIDE TIF 88-880 DOWNTOWN TIF 89-890 DOWNTOWN TIF II 90-XXX DEVELOPER ESCROW 95-XXX ESCROW DEPOSIT

80.00

80.00 *

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530319	BEYERD	DWAYNE F BEYER						
	060619	06/06/19	01	UMPIRE	79-795-54-00-546 INVO	2 ICE TOTAL:	80.00 80.00	*
					CHECK TOTAL:		16	60.00
530320	BOHYERR	REBEKAH BOHYER						
	INV 5/29-6	/9 06/18/19	01	UMPIRE	79-795-54-00-546 INVO	2 ICE TOTAL:	85.00 85.00	*
					CHECK TOTAL:		8	85.00
530321	BOROWSKK	KYLE BOROWSKI						
	060919	06/10/19		REIMBURSEMENT FOR PURCHASE OF ISP ACADEMY REQUIRED GEAR	** COMMENT **		76.16	
					INVO	ICE TOTAL:		
					CHECK TOTAL:		7	76.16
530322	BOULEA	ANTHONY BOULE						
	INV 5/29-6	/9 06/18/19	01	UMPIRE	79-795-54-00-546 INVO	2 ICE TOTAL:	40.00 40.00	*
					CHECK TOTAL:		4	40.00
530323	BRONZEME	BRONZE MEMORIAL CO.						
	704471	05/25/19	01	6"X12" CAST BRONZE PLAQUE	79-790-56-00-562 INVO	0 ICE TOTAL:	312.39 312.39	
					CHECK TOTAL:		31	12.39
530324	BSNSPORT	BSN/PASSON'S/GSC/CON	NLIN S	PORTS				

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530324	BSNSPORT BSN/PAS	SSON'S/GSC/CON	LIN S	PORTS				
	905297763	05/21/19	01	BASKETBALL SHIRTS	79-795-56-00-56 INV	506 /OICE TOTAL:	232.60 232.60	
	905297767	05/21/19	01	BASKETBALL LEAGUE SHIRTS		506 /OICE TOTAL:	•	*
	905320394	05/24/19	01	BASEBALL UNIFORMS	79-795-56-00-56 INV	506 /OICE TOTAL:	520.12 520.12	*
	905322163	05/25/19	01	BASEBALL UNIFORMS		506 /OICE TOTAL:	•	
					CHECK TOTAL:		3,0	39.61
530325	BULLINGJ JOSLYN	T. BULLINGTON						
	INV 5/29-6/9	06/18/19	01	UMPIRE	79-795-54-00-54	462 /OICE TOTAL:	20.00	
					CHECK TOTAL:			20.00
530326	BURCIAGH HUMBERT	O B. ARROYO						
	INV 5/29-6/9	06/18/19	01	UMPIRE	79-795-54-00-54 INV	462 /OICE TOTAL:	60.00 60.00	
					CHECK TOTAL:			60.00
530327	CALLONE UNITED	COMMUNICATION	SYSI	PEMS				
	1211242-1130059-051	06/15/19	02 03	MAY 2019 ADMIN LINES MAY 2019 CITY HALL NORTEL MAY 2019 CITY HALL NORTEL MAY 2019 CITY HALL NORTEL	01-110-54-00-54 01-110-54-00-54 01-210-54-00-54 51-510-54-00-54	140 140	411.57 159.65 159.65 159.65	

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530327	CALLONE	UNITED CO	MMUNICATION	SYST	TEMS				
	1211242-11	30059-0519	06/15/19	07 08 09 10 11	MAY 2019 PW LINES MAY 2019 SEWER DEPT LINES MAY 2019 TRAFFIC SIGNAL	01-110-54-00-54 51-510-54-00-54 52-520-54-00-54 01-410-54-00-54 ** COMMENT ** 79-790-54-00-54	10 10 10 35		*
						CHECK TOTAL:		5,	681.98
530328	CAMBRIA	CAMBRIA S	ALES COMPAN	Y INC	C.				
	40731		05/28/19	01	PAPER TOWEL	01-110-56-00-563 INV	OICE TOTAL:	93.20 93.20	
	40753		06/04/19	01	SOAP, TOILET TISSUE		OICE TOTAL:		
						CHECK TOTAL:		- -	164.90
530329	CAPERS	CAPERS LL	C						
	INV-0614		06/03/19		CAPERS ANNUAL SOFTWARE			5,000.00	
				02	MAINTENANCE RENEWAL		DICE TOTAL:	5,000.00	*
						CHECK TOTAL:		5,0	00.00
530330	CARLSOJA	JAKE CARL	SON						
	INV 5/29-6	/9	06/18/19	01	UMPIRE	79-795-54-00-546 INV	52 DICE TOTAL:	20.00	
						CHECK TOTAL:			20.00

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530331	COMED	COMMONWEAL	LTH EDISON						
	0185079109	-0519	05/29/19	01	04/29-05/29 420 FAIRHAVEN		E TOTAL:	162.59 162.59	*
	0435113116	-0519	06/03/19	01	05/01-05/31 RT34 & BEECHER		E TOTAL:	52.03 52.03	*
	0903040077	-0519	05/29/19	01	04/29-05/29 MISC STREET LIGHTS		E TOTAL:	3,064.24 3,064.24	*
	0908014004	-0519	05/30/19	01	04/30-05/30 6780 RT47		E TOTAL:	99.27 99.27	*
	0966038077	-0519	05/28/19	01	04/26-05/28 456 KENNEDY RD		E TOTAL:	158.92 158.92	*
	1183088101	-0519	05/24/19	01	04/25-05/24 PRAIRIE CROSS LIFT		E TOTAL:	173.95 173.95	*
	1251108256	-0519	05/28/19	01	04/26-05/28 301 E HYDRAULIC		E TOTAL:	53.92 53.92	*
	1407125045	-0519B	05/31/19	01	05/01-05/31 FOXHILL 7 LIFT		E TOTAL:	121.66 121.66	*
	1647065335	-0519	05/30/19	01	04/30-05/30 SARAVANOS PUMP		E TOTAL:	122.01 122.01	*
	1718099052	-0519	05/24/19	01	04/25-05/24 872 PRAIRIE CROSS		E TOTAL:	35.24 35.24	*
	2019099044	-0519	06/05/19	01	04/12-5/13 BRIDGE WATER TANK		E TOTAL:	43.03 43.03	*
	2668047007	-0519	05/24/19	01	04/25-05/24 1908 RAINTREE RD	51-510-54-00-5480 INVOIC	E TOTAL:	335.27 335.27	*

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530331	COMED	COMMONWE	EALTH EDISON						
	2947052033	1-0519	05/29/19	01	04/29-05/29 RIVER RD & RT47		2 ICE TOTAL:	298.60 298.60	*
	2961017043	3-0519	05/28/19	01	04/26-05/28 PRESTWICK LIFT) ICE TOTAL:	123.36 123.36	*
	3119142025	5-0519	05/28/19	01	04/26-05/28 VAN EMMON LOT	01-410-54-00-5482 INVO	2 ICE TOTAL:	22.02	*
	4085080033	3-0519	05/28/19	01	04/26-05/28 1991 CANNONBALL TR) ICE TOTAL:	211.51 211.51	*
	4449087016	6-0519	06/05/19	01	04/29-05/29 MISC LIFT STATIONS) ICE TOTAL:	1,197.69 1,197.69	*
	4475093053	3-0519	05/29/19	01	04/29-05/29 610 TOWER) ICE TOTAL:	145.07 145.07	*
	681902701	1-0519	06/04/19	01	04/29-05/29 MISC PR BUILDINGS) ICE TOTAL:	351.64 351.64	*
	7110074020	0-0519	05/28/19	01	04/26-05/28 104 E VAN EMMON) ICE TOTAL:	310.71 310.71	*
	7982120022	2-0519	05/29/19	01	04/29-05/29 609 N BRIDGE) ICE TOTAL:	20.36	
						CHECK TOTAL:		7,1	03.09
530332	CONSTELL	CONSTELI	LATION NEW EN	ERGY					
	1498208590)1	05/29/19	01	04/22-05/21 POLAR LITE		CE TOTAL:	3,175.92 3,175.92	*
	1501834000	01	05/30/19	01	04/29-05/29 COUNTRYSIDE PKWY		2 ICE TOTAL:	116.05 116.05	*
						CHECK TOTAL:		3,2	91.97

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530333	COREMAIN	CORE & MAIN LP					
	K654345	06/04/19	01	BACKFLOWS		64 OICE TOTAL:	
					CHECK TOTAL:		3,576.72
530334	DEARNATI	DEARBORN NATIONAL LIFE	Ξ				
	060719		02 03 04 05 06 07 08 09	JULY 2019 VISION INS	$01-120-52-00-52 \\ 01-210-52-00-52 \\ 01-220-52-00-52 \\ 01-410-52-00-52 \\ 01-640-52-00-52 \\ 79-790-52-00-52 \\ 79-795-52-00-52 \\ 51-510-52-00-52 \\ 52-520-52-00-52 \\ 82-820-52-00-52 \\$	24 24 24 24 42 24 24 24 24 24 24 24 COICE TOTAL:	94.15 58.95 472.10 90.06 76.10 165.37 128.12 78.99 82.51 43.75 84.33 1,374.43 *
530335	DEKANE	DEKANE EQUIPMENT CORP.					
	IA63778	05/08/19	01	PULLEY	79-790-56-00-56 INV	40 OICE TOTAL:	34.98 34.98 *
					CHECK TOTAL:		34.98
530336	DJIDICK	KAYLA DJIDIC					
	0001			STRONG FITNESS CLASS INSTRUCTION	** COMMENT **		175.00
					INV	OICE TOTAL:	175.00 *
					CHECK TOTAL:		175.00

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530337	DUTEK THO	MAS & JULIE FLETCH	HER					
	1007829	05/20/19	01	PIPE PLUG	52-520-56-00-5628 INVO	B ICE TOTAL:	1.50 1.50	*
					CHECK TOTAL:			1.50
530338	DYNEGY DYN	EGY ENERGY SERVICE	ES					
	266978919051	05/31/19	01	04/29-05/28 2921 BRISTOL RIDGE) ICE TOTAL:	3,419.56 3,419.56	*
	266979119051	05/31/19	01	04/26-05/28 2224 TREMONT) ICE TOTAL:	4,829.36 4,829.36	*
	266979219061	05/31/19	01	04/29-05/28 610 TOWER WELLS) ICE TOTAL:	6,436.46 6,436.46	*
					CHECK TOTAL:		14,6	85.38
530339	EBNERS SAR	A R. EBNER						
	INV 5/29-6/9	06/18/19	01	UMPIRE	79-795-54-00-5462 INVO	2 ICE TOTAL:	20.00	*
					CHECK TOTAL:			20.00
530340	ECO ECO	CLEAN MAINTENANCE	E INC					
	7900	05/29/19	02 03 04 05 06	MAY 2019 OFFICE CLEANING		3 3 3 3 3	1,005.00 1,005.00 525.00 254.00 65.00 65.00 2,984.00	
					CHECK TOTAL:		2,9	984.00

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530341	EJEQUIP	EJ EQUIPMENT					
	P18008	06/06/19	02 03	FAN NOZZLES, HOSE DOOR, HOSE DOOR ASSEMBLY, SCREWS, URETHANE TRANS, URETHANE TRANS ASSEMBLY	** COMMENT **		1,417.70
					INVOI	CE TOTAL:	1,417.70 *
					CHECK TOTAL:		1,417.70
530342	FARR	FARR ASSOCIATES					
	2017021-11	06/03/19	02	REMAINING BALANCE DUE FOR YORKVILLE DOWNTOWN OVERLAY DISTRICT	01-220-54-00-5462 ** COMMENT ** ** COMMENT **		16.21
					INVOI	CE TOTAL:	16.21 *
					CHECK TOTAL:		16.21
530343	FBILEEDA	FBI - LEEDA					
	200030843	06/06/19	01	SLI - AURORA FOR JELENIEWSKI		CE TOTAL:	695.00 695.00 *
					CHECK TOTAL:		695.00
530344	FLEET	FLEET SAFETY SUPPLY					
	72700	06/01/19	01	LED RESPONDER	01-410-56-00-5628 INVOI	CE TOTAL:	251.75 251.75 *
					CHECK TOTAL:		251.75
530345	FLEX	FLEX BENEFIT SERVICE	CORP				
	872491	06/13/19	01	MAY 2019 HRA ADMIN FEES	01-110-52-00-5216		20.00

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530345	FLEX	FLEX BENEFIT SERVICE	CORE	· .			
	872491	06/13/19	0.2	MAY 2019 HRA ADMIN FEES	01-120-52-00-5216		10.00
	0,2131	00,10,13	03	MAY 2019 HRA ADMIN FEES	01-210-52-00-5216		105.00
				MAY 2019 HRA ADMIN FEES			20.00
			0.5	MAY 2019 HRA ADMIN FEES	01-410-52-00-5216		6.67
			06	MAY 2019 HRA ADMIN FEES	79-790-52-00-5216		22.50
			07	MAY 2019 HRA ADMIN FEES MAY 2019 HRA ADMIN FEES	79-795-52-00-5216		17.50
			08	MAY 2019 HRA ADMIN FEES	51-510-52-00-5216		16.67
			09	MAY 2019 HRA ADMIN FEES	52-520-52-00-5216		11.66
			10	MAY 2019 HRA ADMIN FEES	01-640-52-00-5240		35.00
			11	MAY 2019 HRA ADMIN FEES	82-820-52-00-5216 01-110-52-00-5216		20.00
			12	MAY 2019 FSA ADMIN FEES	01-110-52-00-5216		12.00
			13	MAY 2019 FSA ADMIN FEES	01-120-52-00-5216		4.00
			14		01-210-52-00-5216		24.00
				MAY 2019 FSA ADMIN FEES	01-220-52-00-5216		4.00
			16	MAY 2019 FSA ADMIN FEES MAY 2019 FSA ADMIN FEES	01-410-52-00-5216		4.00
			17	MAY 2019 FSA ADMIN FEES			12.00
					INVOI	CE TOTAL:	345.00 *
					CHECK TOTAL:		345.00
530346	FORDG	GARY R FORD JR					
	INV 5/29-6/9	06/18/19	01	UMPIRE	79-795-54-00-5462		55.00
						CE TOTAL:	55.00 *
					CHECK TOTAL:		55.00
530347	GOLINSKS	SAM GOLINSKI					
	INV 5/29-6/9	06/18/19	01	UMPIRE	79-795-54-00-5462 INVOIC	CE TOTAL:	55.00 55.00 *
					CHECK TOTAL:		55.00
530348	HARRIS	HARRIS COMPUTER SYSTI	EMS				

01-110 ADMINISTRATION
01-120 FINANCE
01-210 POLICE
01-220 COMMUNITY DEVELOPMENT
01-410 STREET OPERATIONS
01-540 HEALTH & SANITATION
01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA
12-112 SUNFLOWER ESTATES
15-155 MOTOR FUEL TAX(MFT)
23-216 MUNICIPAL BUILDING
23-230 CITY-WIDE CAPITAL
25-205 POLICE CAPITAL
25-215 PUBLIC WORKS CAPITAL

25-225 PARKS & REC CAPITAL
42-420 DEBT SERVICE
51-510 WATER OPERATIONS
52-520 SEWER OPERATIONS
72-720 LAND CASH
79-790 PARKS DEPARTMENT
79-795 RECREATION DEPARTMENT

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530348	HARRIS	HARRIS COMPUTER SY	STEMS				
	XT00006855	05/31/1	02	MYGOVHUB FEES - MAY 2019 MYGOVHUB FEES - MAY 2019 MYGOVHUB FEES - MAY 2019	51-510-54-00-54 52-520-54-00-54	62	174.64 263.55 76.06 514.25 *
					CHECK TOTAL:		514.25
530349	HAVERNIJ	JOSHUA HAVERNICK					
	INV 5/29-6	/9 06/18/1	9 01	UMPIRE	79-795-54-00-54 INV	62 OICE TOTAL:	80.00 80.00 *
					CHECK TOTAL:		80.00
530350	HAWKINS	HAWKINS INC					
	4502494	05/22/1	9 01	CHLORINE	51-510-56-00-56 INV	38 OICE TOTAL:	1,100.59 1,100.59 *
					CHECK TOTAL:		1,100.59
530351	HETTINGA	ANDREW HETTINGER					
	INV 5/29-6	/9 06/18/1	9 01	UMPIRE	79-795-54-00-54 INV	62 OICE TOTAL:	165.00 165.00 *
					CHECK TOTAL:		165.00
530352	HILKERM	MICHAEL HILKER					
	INV 5/29-6	/9 06/18/1	9 01	UMPIRE	79-795-54-00-54 INV	62 OICE TOTAL:	20.00
					CHECK TOTAL:		20.00

01-110 ADMINISTRATION 01-120 FINANCE 01-210 POLICE 01-220 COMMUNITY DEVELOPMENT 01-410 STREET OPERATIONS 01-540 HEALTH & SANITATION 01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA 12-112 SUNFLOWER ESTATES 15-155 MOTOR FUEL TAX(MFT) 23-216 MUNICIPAL BUILDING 23-230 CITY-WIDE CAPITAL 25-205 POLICE CAPITAL 25-215 PUBLIC WORKS CAPITAL

25-225 PARKS & REC CAPITAL 42-420 DEBT SERVICE 51-510 WATER OPERATIONS 52-520 SEWER OPERATIONS 72-720 LAND CASH 79-790 PARKS DEPARTMENT 79-795 RECREATION DEPARTMENT

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CHECK #	VENDOR # INVOICE #			#	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT		
530353	HOTWANGJ JAREK DANIEL HOTWANGER									
	INV 5/29-6/9		06/18/19	01	UMPIRE	79-795-54-00-5462 INVOICE TOTAL:				
						CHECK TOTAL:		55.00		
530354	IMPACT	IMPACT NE	TWORKING, L	LC						
	1447604		05/29/19	02 03 04 05 06 07	MAY 2019 COPIER CHARGES	01-120-54-00-54 01-220-54-00-54 01-210-54-00-54 01-410-54-00-54 51-510-54-00-54 52-520-54-00-54 79-790-54-00-54	30 30 30 62 30	1.37 1.37 1.37 129.36 129.36		
530355	IMPERINV	IMPERIAL	INVESTMENTS							
	APR 2019-R	EBATE	06/10/19	01	APR 2019 BUSINES DICT REBATE		88 OICE TOTAL:	3,342.29 3,342.29 *		
						CHECK TOTAL:		3,342.29		
530356	INGEMUNS	N LAW OFFICES LTD								
	6838		06/03/19	01	MAY 2019 ADMIN HEARINGS		67 OICE TOTAL:	300.00 300.00 *		
						CHECK TOTAL:		300.00		
530357	INTERDEV	INTERDEV,	LLC							

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530357	INTERDEV INTE	RDEV, LLC						
	MSP1020498	05/31/19	01	MAY 2019 MONTHLY BILLING	01-640-54-00-5450 INVOICE TOTAL:		•	
					CHECK TOTAL:		9,711.00	
530358	IPWMAN ILLI							
	340	06/10/19	01	ANNUAL MEMBERSHIP RENEWAL		O ICE TOTAL:	250.00 250.00 *	
					CHECK TOTAL:		250.00	
530359	IRWA ILLI	NOIS RURAL WATER						
	25867	05/20/19	01	ANNUAL MEMBERSHIP RENEWAL	51-510-54-00-546 INVO	O ICE TOTAL:	479.00 479.00 *	
					CHECK TOTAL:		479.00	
530360	JACOBOG GEORGE A. JACOBO							
	INV 5/29-6/9	06/18/19	01	UMPIRE	79-795-54-00-546	2 ICE TOTAL:	35.00 35.00 *	
					CHECK TOTAL:		35.00	
530361	KAUSZ ZACH.	ARY STEVEN KAUS						
	INV 5/29-6/9	06/18/19	01	UMPIRE	79-795-54-00-546	2 ICE TOTAL:	190.00 190.00 *	
					CHECK TOTAL:		190.00	
530362	KENDCROS KEND	ALL CROSSING, LLO	С					

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CHECK #	VENDOR # INVOICE #	INVOICE DATE	#	DESCRIPTION	ACCOUNT #		
530362	KENDCROS	KENDALL CROSSING, LL	С				
	AMU REBATE (05/19 06/17/19		MAY 2019 NCG AMUSEMENT TAX REBATE	01-640-54-00-5439 ** COMMENT **		3,969.79
					INVOIC	CE TOTAL:	3,969.79 *
					CHECK TOTAL:		3,969.79
530363	KENDCROS	KENDALL CROSSING, LL	С				
	BD REBATE 0	4/19 06/10/19	01	APR 2019 BUSINESS DIST REBATE	01-000-24-00-2487 INVOIC		954.99 954.99 *
					CHECK TOTAL:		954.99
530364	KUKIELKT	TY KUKIELKA					
	INV 5/29-6/	9 06/18/19	01	UMPIRE	79-795-54-00-5462 INVOIO		35.00 35.00 *
					CHECK TOTAL:		35.00
530365	LINDSTRO	OWEN LINDSTRAND					
	INV 5/29-6/	9 06/18/19	01	UMPIRE	79-795-54-00-5462 INVOIC	CE TOTAL:	125.00 125.00 *
					CHECK TOTAL:		125.00
530366	LONGJ	JORDAN LONG					
	INV 5/29-6/	9 06/18/19	01	UMPIRE	79-795-54-00-5462 INVOIC		20.00 *
					CHECK TOTAL:		20.00
530367	MAGPUL	MAGPUL					

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530367	MAGPUL MAGPU	L						
	ARI1667948	05/29/19	01	FIREARM MAGAZINE, SIGHTS		20 OICE TOTAL:	209.36 209.36	*
					CHECK TOTAL:		2	09.36
530368	MARKER RICHA	RD MARKER ASSOC	IATES					
	826 ALEXANDR	06/11/19	01	SECURITY DEPOSIT REFUND		15 OICE TOTAL:		*
	828 ALEXANDRA	06/11/19	01	SECURITY DEPOSIT REFUND	01-000-24-00-24 INV	15 OICE TOTAL:	5,000.00 5,000.00	*
					CHECK TOTAL:		10,0	00.00
530369	MCCURDYD DAVID	TYLER MCCURDY						
	INV 5/29-6/9	06/18/19	01	UMPIRE	79-795-54-00-54 INV	62 OICE TOTAL:	105.00 105.00	*
					CHECK TOTAL:		1	05.00
530370	MCCURDYK KYLE	DEAN MCCURDY						
	INV 5/29-6/9	06/18/19	01	UMPIRE	79-795-54-00-54 INV	62 OICE TOTAL:	90.00 90.00	
					CHECK TOTAL:			90.00
530371	MENLAND MENAR	DS - YORKVILLE						
	50254	05/21/19	01	HOSE BARB, COUPLING		20 OICE TOTAL:	7.03 7.03	*
	50281	05/21/19	01	HOSE MENDER, CONNECTOR		20 OICE TOTAL:	10.98 10.98	*

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530371	MENLAND							
	50283	05/21/19	01	BUSHING, FITTING	52-520-56-00-5620 INVOICE			
	50344	05/22/19	01 02 03 04	SPRAY PAINT, CABLE TIES, EPOXY, SCRUB BRUSH, MARKING PAINT, CONTRACTOR BAGS, CLEANERS, TANK SPRAYER	79-790-56-00-5620 ** COMMENT ** ** COMMENT ** ** COMMENT **		226.93	
					INVOICE	TOTAL:	226.93	*
	50350	05/22/19	01	HEXCAP SCREWS, HEX HUTS	01-410-56-00-5620 INVOICE	TOTAL:	1.28 1.28	
	50420	05/23/19	01	BLADES, POWERBIT, SPRAY PAINT	79-790-56-00-5630 INVOICE			
	50424	05/23/19		PADLOCKS, WASHERS, TOGGLE, COVER PLATE	** COMMENT **		60.52	
					INVOICE	TOTAL:	60.52	*
	50440	05/23/19		BEARINGS, NUTS, BOLTS, BRONZE SLEEVE	79-790-56-00-5640 ** COMMENT **		43.57	
					INVOICE	TOTAL:	43.57	*
	50454	05/23/19	01	PLYWOOD	79-790-56-00-5640 INVOICE		80.07 80.07	
	50517	05/24/19	01	CABLE TIES	23-216-56-00-5656 INVOICE			
	50526	05/24/19	01	FILL VALVE, TIEDOWN	79-790-56-00-5620 INVOICE		19.46 19.46	
	50561	05/24/19	01	CREDIT FOR RETURNED PADLOCKS	01-210-56-00-5620 INVOICE		-49.98 -49.98	

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530371	MENLAND	MENARDS - YORKVILLE						
	50562	05/24/19	01	SHELVING COVER	01-210-56-00-5620 INVOIC			*
	51025	05/29/19	01	BATTERIES	51-510-56-00-5665 INVOIC	CE TOTAL:	13.84 13.84	*
	51089			ROOFING NAILS, STUDS, SHEATHING	** COMMENT **		108.84	
	51096	05/30/19	01	BATTERIES, PADLOCK	79-790-56-00-5640		23.96	
	51104	05/30/19	01	DRILL BITS, CABLE TIES	INVOIO 79-790-56-00-5630 INVOIO		23.96 17.58 17.58	
	51117	05/30/19	01	ROOF EDGE	79-790-56-00-5640		4.29	
	51129-19	05/30/19	01	CONCESSION BATHROOM DOOR SIGNS		CE TOTAL:		*
	51211	05/31/19	01	BATTERIES	51-510-56-00-5665 INVOI	CE TOTAL:	6.89 6.89	
					CHECK TOTAL:		6	70.06
530372	MEYERL	ALEXIS MEYER						
	INV 5/29-6	/9 06/18/19	01	UMPIRE	79-795-54-00-5462 INVOI		95.00 95.00	
					CHECK TOTAL:			95.00
530373	MEYERSJ	JOSH MEYERS						

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11-111 FOX HILL SSA
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530373	MEYERSJ	JOSH MEYERS						
	INV 5/29-6/9	06/18/19	01	UMPIRE	79-795-54-00-5462 INVOI		70.00 70.00	*
					CHECK TOTAL:		7	70.00
530374	MIDWSALT	MIDWEST SALT						
	P446421	05/30/19	01	BULK ROCK SALT	51-510-56-00-5638 INVOI	CE TOTAL:	2,613.24 2,613.24	*
					CHECK TOTAL:		2,61	13.24
530375	MILLERM	MICHAEL T. MILLER						
	060219	06/02/19	01	UMPIRE	79-795-54-00-5462 INVOI		70.00 70.00	*
					CHECK TOTAL:		7	70.00
530376	MONTELAH	HANNAH MONTELAURO						
	INV 5/29-6/9	06/18/19	01	UMPIRE	79-795-54-00-5462 INVOI		70.00 70.00	*
					CHECK TOTAL:		7	70.00
530377	NARVICK	NARVICK BROS. LUMBER	. co,	INC				
	61533	05/15/19	01	3000 AE	79-790-56-00-5640 INVOI	CE TOTAL:	414.00 414.00	*
					CHECK TOTAL:		4 1	14.00
530378	NEMRT	NORTH EAST MULTI-REG	IONAL					

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530378	NEMRT NORTH EX	AST MULTI-REG	GIONAL					
	256338	05/28/19	02	ARREST , SEARCH & SEIZURE UPDATE FOR SERGEANTS & LIEUTENANTS - STROUP	** COMMENT ** ** COMMENT **		50.00	*
					CHECK TOTAL:			50.00
530379	NEOUSA NEOPOST	USA INC						
	56758997	06/10/19		07/05-10/04 POSTAGE MACHINE LEASE	** COMMENT **		60.36	
					CHECK TOTAL:			60.36
530380	NICOR NICOR G	AS						
	00-41-22-8748 4-051	9 06/03/19	01	05/02-06/03 1107 PRAIRIE LN	01-110-54-00-5480 INVOI		43.96 43.96	
	15-64-61-3532 5-051	9 06/03/19	01	05/02-06/01 1991 CANNONBALL TR		CE TOTAL:	33.97 33.97	
	20-52-56-2042 1-051	9 05/30/19	01	04/28-05/28 420 FAIRHAVEN		CE TOTAL:	108.14 108.14	*
					CHECK TOTAL:		1	186.07
530381	OMALLEY O'MALLE	Y WELDING & F	TABRIC	ATING				
	18743	05/22/19	01	DRILLED 2 HOLES IN JACK TUBES		CE TOTAL:	105.00 105.00	
					CHECK TOTAL:		1	105.00

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82-820 LIBRARY OPERATIONS
84-840 LIBRARY CAPITAL
87-870 COUNTRYSIDE TIF
88-880 DOWNTOWN TIF
89-890 DOWNTOWN TIF II
90-XXX DEVELOPER ESCROW
95-XXX ESCROW DEPOSIT

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D001281	ORRK	KATHLEEN FIELD ORR &	ASSO	C.				
	15939	06/03/19	02 03 04 05 06	HOOVER MATTERS	90-141-00-00-00 90-140-00-00-00 90-143-00-00-00 88-880-54-00-54 01-640-54-00-54 01-640-54-00-54	11 11 11 66 56 56	5,410.83 125.42 161.25 430.00 526.75 1,634.00 1,000.00 698.75 9,987.00	*
					DIRECT DEPOSIT '	TOTAL:	9,9	87.00
530382	PEPSI	PEPSI-COLA GENERAL BO	TTLE					
	1-7SY7KZ	06/04/19	01	BRIDGE CONCESSION DRINKS	79-795-56-00-560 INV	07 OICE TOTAL:	740.98 740.98	*
	1-7SY8C8Q	06/10/19	01	BEECHER CONCESSION DRINKS		07 OICE TOTAL:	554.50 554.50	*
					CHECK TOTAL:		1,2	95.48
530383	PFIZENMB	BEHR PFIZENMAIER						
	060619	06/06/19	02	ETHICS IN THE PUBLIC & PRIVATE SECTOR TUITION REIMBURSEMENT	** COMMENT ** ** COMMENT **		1,206.00	*
					CHECK TOTAL:		1,2	206.00
530384	PFPETT	P.F. PETTIBONE & CO.						
	176575	05/31/19	01	2 CITY ID CARDS	01-210-54-00-54 INV	30 OICE TOTAL:	32.00 32.00	*
					CHECK TOTAL:			32.00

01-110 ADMINISTRATION
01-120 FINANCE
01-210 POLICE
01-220 COMMUNITY DEVELOPMENT
01-410 STREET OPERATIONS
01-540 HEALTH & SANITATION
01-640 ADMINISTRATIVE SERVICES

DATE: 06/19/19

11-111 FOX HILL SSA
12-112 SUNFLOWER ESTATES
15-155 MOTOR FUEL TAX(MFT)
23-216 MUNICIPAL BUILDING
23-230 CITY-WIDE CAPITAL
25-205 POLICE CAPITAL
25-215 PUBLIC WORKS CAPITAL

25-225 PARKS & REC CAPITAL
42-420 DEBT SERVICE
51-510 WATER OPERATIONS
52-520 SEWER OPERATIONS
72-720 LAND CASH
79-790 PARKS DEPARTMENT
79-795 RECREATION DEPARTMENT

INVOICES DUE ON/BEFORE 06/25/2019

TIME: 07:55:37 CHECK REGISTER

ID: AP211001.W0W FY 20

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	MESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
530385	PLAYPOW 1	PLAYPOWER LT FARMING	GTON I	INC				
	1400232806	05/29/19	01	PLAYGROUND EQUIPMENT PACKAGE		40 OICE TOTAL:	739.70 739.70	*
					CHECK TOTAL:		5	739.70
530386	PRINTSRC I	LAMBERT PRINT SOURC	E, LLC					
	1289	05/31/19	01	SUMMER EVENT SIGNAGE	79-795-56-00-56 INV	06 OICE TOTAL:	300.00	*
	1291	06/03/19	01	GOLF OUTING SIGNAGE	79-795-56-00-56 INV	06 OICE TOTAL:	567.00 567.00	*
					CHECK TOTAL:		8	367.00
530387	PULTE 1	PULTE HOMES						
	2628 MCLELLAN	N 06/04/19	01	SECURITY GUARANTEE REFUND	01-000-24-00-24 INV	15 OICE TOTAL:	5,000.00 5,000.00	*
	2632 BURR ST	06/04/19	01	SECURITY GUARANTEE REFUND	01-000-24-00-24 INV	15 OICE TOTAL:	5,000.00 5,000.00	*
					CHECK TOTAL:		10,0	00.00
530388	R0001975	RYAN HOMES						
	2832 SILVER S	SPRINGS 06/07/19	01	SECURITY GUARANTEE REFUND	01-000-24-00-24 INV	15 OICE TOTAL:	5,000.00 5,000.00	*
	2834 SILVER S	SPRINGS 06/07/19	01	SECURITY GUARANTEE REFUND	01-000-24-00-24 INV	15 OICE TOTAL:	5,000.00 5,000.00	*
	4210 E MILLBI	ROOK 06/04/19	01	SECURITY GUARANTEE REFUND	01-000-24-00-24 INV	15 OICE TOTAL:	5,000.00 5,000.00	*

01-110 ADMINISTRATION
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INVOICES DUE ON/BEFORE 06/25/2019

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530388	R0001975 RYAN HOME	S					
	4351 E MILLBROOK	06/04/19	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415 INVOIC	CE TOTAL:	5,000.00 5,000.00 *

	4351 E MILI	BROOK	06/04/19	01	SECURITY GUARANTEE REFUND	01-000-24-0	0-2415 INVOICE TOTAL:	5,000.00 5,000.00	
						CHECK TOTAL	:	20,	000.00
530389	RAMEYM	MATTHEW L.	RAMEY						
	INV 5/29-6/	/9	06/18/19	01 UMPIRE		79-795-54-00-5462 INVOICE TOTAL:		35.00 35.00 *	
						CHECK TOTAL	:		35.00
530390	REIL	TEAM REIL	INC.						
	21785		05/28/19		SQAURE DECK, HEX FULL DECK, RECTANGULAR OPEN DECK	79-790-56-0 ** COMMEN		4,432.00	
						0011121	INVOICE TOTAL:	4,432.00	*
						CHECK TOTAL	:	4,	432.00
530391	RIETZR	ROBERT L.	RIETZ JR.						
	053019		05/30/19	01	UMPIRE	79-795-54-0	0-5462 INVOICE TOTAL:	80.00 80.00	
	060619		06/06/19	01	UMPIRE	79-795-54-0	0-5462 INVOICE TOTAL:	80.00	
						CHECK TOTAL	:		160.00
530392	RUNYONM	MARK RUNYO	DN						
	INV 5/29-6/	/9	06/18/19	01	UMPIRE	79-795-54-0	0-5462	60.00	

01-110 ADMINISTRATION	
01-120 FINANCE	
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CHECK TOTAL:

82-820 LIBRARY OPERATIONS
84-840 LIBRARY CAPITAL
87-870 COUNTRYSIDE TIF
88-880 DOWNTOWN TIF
89-890 DOWNTOWN TIF II
90-XXX DEVELOPER ESCROW
95-XXX ESCROW DEPOSIT

INVOICE TOTAL:

60.00 *

60.00

INVOICES DUE ON/BEFORE 06/25/2019

ID: AP211001.W0W FY 20

CHECK #	VENDOR # INVOICE #	INVOICE DATE		DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
530393	RYANKURT KURTIS	TYLER RYAN						
	INV 5/29-6/9	06/18/19	01	UMPIRE	79-795-54-00-5	462 VOICE TOTAL:	45.00 45.00	
					CHECK TOTAL:			45.00
530394	SCHWEITJ JONATH	AN SCHWEITZER						
	INV 5/29-6/9	06/18/19	01	UMPIRE	79-795-54-00-5	462 VOICE TOTAL:	65.00 65.00	
					CHECK TOTAL:			65.00
530395	SERIOK KEVIN	SERIO						
	INV 5/29-6/9	06/18/19	01	UMPIRE		462 VOICE TOTAL:	55.00 55.00	
					CHECK TOTAL:			55.00
530396	SILAST TY JAM	ES SILAS						
	INV 5/29-6/9	06/18/19	01	UMPIRE		462 VOICE TOTAL:	70.00 70.00	
					CHECK TOTAL:			70.00
530397	SOMWATER SOMONA	UK WATER LAB,	INC					
	190526	05/31/19	01	MICROBIOLOGICAL SAMPLES		429 VOICE TOTAL:	50.00 50.00	
					CHECK TOTAL:			50.00
530398	SPEEDWAY FLEETC	OR SUPERFLEET	MASTE	RCARD				

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TIME: 07:55:37 CHECK REGISTER

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INVOICES DUE ON/BEFORE 06/25/2019

DATE: 06/19/19

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530398	SPEEDWAY	FLEETCOR SUPERFLEET	MASTE	RCARD				
	FB638-06111	9 06/11/19	02	MAY 2019 GASOLINE	52-520-56-00-5699 01-410-56-00-5699 01-210-56-00-5699	5 5 5	108.72 108.71 108.72 34.27 360.42	*
					CHECK TOTAL:		36	0.42
530399	STANDARD	STANDARD & ASSOCIATE	S, IN	IC.				
	SA000041102	05/29/19	02	PUBLIC SAFETY ENTRY LEVEL PERSONALITY EVALUATION FOR 3 NEW RECRUITS	** COMMENT ** ** COMMENT **	1 ICE TOTAL:	1,185.00	*
					CHECK TOTAL:		1,18	5.00
530400	STEMMETB	BEN STEMMET						
	INV 5/29-6/	9 06/18/19	01	UMPIRE	79-795-54-00-5462 INVO	2 ICE TOTAL:	60.00	*
					CHECK TOTAL:		60	0.00
530401	STEVENS	STEVEN'S SILKSCREENI	NG					
	15794	05/28/19	02	STAFF SHIRTS - 5 EACH FOR FULL TIME EMPLOYEES & 3 EACH FOR PART TIME EMPLOYEES	** COMMENT ** ** COMMENT **		584.00	
					INVO	ICE TOTAL:	584.00	*
					CHECK TOTAL:		58	4.00
530402	STREICH	STREICHERS						

01-110 ADMINISTRATION
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INVOICES DUE ON/BEFORE 06/25/2019

CHECK #	INVOICE #	INVOICE DATE	#	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
530402	STREICH	STREICHERS						
	I1371518	06/05/1	9 01	HOLSTER		600 /OICE TOTAL:	124.99 124.99 *	
					CHECK TOTAL:		124.9	99
530403	STRIKEZ	ZANE STRIKE						
	INV 5/29-6/	9 06/18/1	9 01	UMPIRE	79-795-54-00-54 INV	462 /OICE TOTAL:	80.00 80.00 *	
					CHECK TOTAL:		80.0	O C
530404	STRYPES	STRYPES PLUS MORE	INC.					
	14886	05/29/1	02	REMOVED LETTERING & STRIPING OFF OLD SQUAD AND INSTALL NEW CSO LETTERING ON VEHICLE	** COMMENT ** ** COMMENT **	*	490.00	
					CHECK TOTAL:		490.00	0.0
530405	TUTTLEC	CHRISTOPHER D. TUT	TLE		ember 101mi.		430.0	, ,
	INV 5/29-6/	9 06/18/1	9 01	UMPIRE	79-795-54-00-54 INV	462 /OICE TOTAL:	65.00 65.00 *	
					CHECK TOTAL:		65.0	0 0
530406	UNITALEN	JOSEPH DEMARCO						
	2019 RIVER	06/10/1	9 01	2019 RIVER FEST PERFORMANCE		506 /OICE TOTAL:	1,500.00 1,500.00 *	
					CHECK TOTAL:		1,500.0	00

01-110 ADMINISTRATION
01-120 FINANCE
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TIME: 07:55:37 AP211001.W0W FY 20

INVOICES DUE ON/BEFORE 06/25/2019

CHECK #	VENDOR # INVOICE #	INVOIO DATE	#	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
530407	UNITALEN	JOSEPH DEMARCO						
	2019 WINED	06/10,		06/26/19 WINED DOWN WEDNESDAY PERFORMANCE	79-795-56-00-560 ** COMMENT **		575.00	
						ICE TOTAL:	575.00	*
					CHECK TOTAL:			575.00
530408	VAUGHNJ	JAEDON VAUGHN						
	INV 5/29-6/	9 06/18,	19 01	UMPRIE	79-795-54-00-546	2 ICE TOTAL:	40.00	
					CHECK TOTAL:			40.00
530409	VITOSH	CHRISTINE M. VITO	SH					
	1952	06/03,		PUBLIC HEARING ON MORTON BUILDING REZONING	90-140-00-00-001 ** COMMENT **		216.40	
					INVO	ICE TOTAL:	216.40	*
	CMV 1951	06/03,	19 01	MAY 2019 ADMIN HEARING		7 ICE TOTAL:	400.00 400.00	
					CHECK TOTAL:			616.40
530410	WEEKSB	WILLIAM WEEKS						
	INV 5/29-6/	06/18,	19 01	UMPIRE	79-795-54-00-546		55.00 55.00	
					CHECK TOTAL:			55.00
530411	WELDSTAR	WELDSTAR						
	01757037	05/24,	19 01	CYLINDER RENTAL		5 ICE TOTAL:	16.20 16.20	
					CHECK TOTAL:			16.20

01-110 ADMINISTRATION 01-120 FINANCE 01-210 POLICE 01-220 COMMUNITY DEVELOPMENT 01-410 STREET OPERATIONS 01-540 HEALTH & SANITATION 01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA 12-112 SUNFLOWER ESTATES 15-155 MOTOR FUEL TAX(MFT) 23-216 MUNICIPAL BUILDING 23-230 CITY-WIDE CAPITAL 25-205 POLICE CAPITAL 25-215 PUBLIC WORKS CAPITAL

25-225 PARKS & REC CAPITAL 42-420 DEBT SERVICE 51-510 WATER OPERATIONS 52-520 SEWER OPERATIONS 72-720 LAND CASH 79-790 PARKS DEPARTMENT 79-795 RECREATION DEPARTMENT

TIME: 07:55:37 CHECK REGISTER

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INVOICES	DUE	ON/BEFORE	06/25/201

CHECK #	- "			#	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT	
530412	WESTCOTI	IVAN WESTCO	OTT						
	INV 5/29-6	/9	06/18/19	01	UMPIRE	79-795-54-00-54 INV	62 OICE TOTAL:	140.00	
						CHECK TOTAL:		-	140.00
530413	WHISKEY	WHISKEY ROM	MANCE BAND						
	2019 RIVER		06/10/19	01	2019 RIVER FEST PERFORMANCE			1,600.00 1,600.00	
						CHECK TOTAL:		1,	600.00
530414	WIEGELH	HERB WIEGE	L						
	053019		05/30/19	01	UMPIRE		62 OICE TOTAL:	80.00	
	060619		06/06/19	01	UMPIRE	79-795-54-00-54 INV	62 OICE TOTAL:	80.00	
						CHECK TOTAL:		-	160.00
530415	WILLALEX	ALEXANDER V	VINCENZO W	ILLIA	MS				
	INV 5/29-6	/9	06/18/19	01	UMPIRE	79-795-54-00-54 INV	62 OICE TOTAL:	20.00	
						CHECK TOTAL:			20.00
530416	WIREWIZ	WIRE WIZARI	OF ILLIN	OIS,	INC				
	31967		06/01/19			52-520-54-00-54		138.00	
				UΖ	MONITORING	** COMMENT ** INV	OICE TOTAL:	138.00	*
						CHECK TOTAL:		-	138.00

01-110 ADMINISTRATION
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INVOICES DUE ON/BEFORE 06/25/2019

DATE: 06/19/19

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530417	WOLLNIKD	DAVID WOLLNIK						
	INV 5/29-6	/9 06/18/1	9 01	UMPIRE		CE TOTAL:	60.00 60.00	
					CHECK TOTAL:			60.00
530418	WTRPRD	WATER PRODUCTS, IN	С.					
	0287908	05/28/1	9 01	MEDALLIONS	51-510-56-00-5640 INVOI	CE TOTAL:	169.00 169.00	
	0287933	05/28/1	9 01	MEDALLIONS STEMS & O-RINGS		CE TOTAL:	169.00 169.00	*
					CHECK TOTAL:		3	338.00
D001282	YBSD	YORKVILLE BRISTOL						
	519SF	06/05/1	9 01	MAY 2019 SANITARY FEES		CE TOTAL:		
					DIRECT DEPOSIT TO	TAL:	243,6	665.09
530419	YOUNGM	MARLYS J. YOUNG						
	050819	05/28/1	9 01 02	MORTON BUILDING REZONING 05/08/19 P&Z MEETING MINUTES	01-220-54-00-5462	CE TOTAL:	42.08 4.67 46.75	*
	050919	06/13/1		05/09/19 PARK BOARK MEETING MINUTES	** COMMENT **	CE TOTAL:	73.25 73.25	*
	051519	06/06/1	9 01	05/15/19 ADMIN MEETING MINUTES	01-110-54-00-5462		65.50	

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TIME: 07:55:37 CHECK REGISTER

ID: AP211001.W0W FY 20

INVOICES DUE ON/BEFORE 06/25/2019

CHECK # VENDOR # INVOICE ITEM INVOICE # DATE DESCRIPTION ACCOUNT # PROJECT CODE ITEM AMT 530419 YOUNGM MARLYS J. YOUNG 052119 06/03/19 01 05/21/19 PW MEETING MINUTES 01-110-54-00-5462 55.75

INVOICE TOTAL:

CHECK TOTAL:

TOTAL CHECKS PAID:

TOTAL DIRECT DEPOSITS PAID: 254,286.09

TOTAL AMOUNT PAID: 533,723.62

01-110 ADMINISTRATION
01-120 FINANCE
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82-820 LIBRARY OPERATIONS
84-840 LIBRARY CAPITAL
87-870 COUNTRYSIDE TIF
88-880 DOWNTOWN TIF
89-890 DOWNTOWN TIF II
90-XXX DEVELOPER ESCROW
95-XXX ESCROW DEPOSIT

55.75 *

241.25

279,437.53



UNITED CITY OF YORKVILLE PAYROLL SUMMARY June 14, 2019

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
ADMINISTRATION	\$ 20,412.35	\$ -	20,412.35	\$ 1,856.16	\$ 1,504.80	\$ 23,773.31
FINANCE	15,455.69	-	15,455.69	1,413.88	1,167.56	\$ 18,037.13
POLICE	132,580.65	8,679.35	141,260.00	581.91	10,407.17	\$ 152,249.08
COMMUNITY DEV.	22,684.00	-	22,684.00	2,082.34	1,698.10	\$ 26,464.44
STREETS	14,330.06	818.77	15,148.83	1,285.51	1,104.31	\$ 17,538.65
WATER	14,850.81	376.14	15,226.95	1,337.40	1,115.60	\$ 17,679.95
SEWER	6,637.62	-	6,637.62	536.15	471.94	\$ 7,645.71
PARKS	29,547.72	94.68	29,642.40	2,473.86	2,205.25	\$ 34,321.51
RECREATION	21,023.66	-	21,023.66	1,633.52	1,575.08	\$ 24,232.26
LIBRARY	16,936.46	-	16,936.46	1,010.21	1,272.11	\$ 19,218.78
TOTALS	\$ 294,459,02	\$ 9.968.94	\$ 304.427.96	\$ 14.210.94	\$ 22.521.92	\$ 341.160.82

TOTAL PAYROLL

\$ 341,160.82



UNITED CITY OF YORKVILLE

BILL LIST SUMMARY

Tuesday, June 25, 2019

ACCOUNTS PAYABLE		DATE		
Fiscal Year 2019 City Check Register - FY 19 (Page 1)		06/25/2019		4,018.79
	SUB-TOTAL:		\$	4,018.79
Fiscal Year 2020 Clerk's Check #131149- Kendall County Recorder (Page 2) Clerk's Check #131150- Kendall County Recorder (Page 3) City Check Register - FY 20 (Pages 4 - 6) City Check Register - FY 20 (Pages 7 - 37)		06/06/2019 06/07/2019 06/19/2019 06/25/2019	\$ \$	201.00 298.00 2,655.00 533,723.62
	SUB-TOTAL:			\$536,877.62
PAYROLL				
Bi - Weekly <i>(Page 38)</i>		06/14/2019	\$	341,160.82
	SUB-TOTAL:			\$341,160.82
TOTAL DISB	URSEMENTS:		\$	882,057.23



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

Agenda Item	Number
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Public Works Committee #1

Tracking Number

PW 2019-36

Agenda Item Summary Memo



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 Cons	struction 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, u	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 II 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. <u>Scope of Work</u> 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. <u>Consideration of Bid</u> – 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. Waiver of Lien 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. <u>Description of improvements</u>

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. <u>Pre-Engineered Post Frame Building Systems</u>

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 areas.
 - 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 the following:

Bidding Company Name:

<u> </u>		
Our firm has not altered any of the verguiring input by the respondent have been		ment. Only those areas
If it is the Contractor's intention to utilize Contract, the City must be advised of the sub fax numbers, and a contact person's name a	ocontractor's company name,	
	YES	<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 Contractors List	OR	
Contractors List	Signature	
NO BID – Remove our company from	Date	
Your Contractors List	Signature	
	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 $(30 \, \text{ILCS} \, 580/1 \, \text{et seq.})$ (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	
Signed Name and Title		Print Name and Title	
Street Address	City	State	Zip
Phone Number		Fax N	umber
Fmail 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

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, 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

THIS CONTRACT made this _	day of, 2019, by and between the
United City of Yorkville, an Illinois m	unicipal corporation hereinafter called the "Owner" and located at
hereinafter called the "Contractor".	
,	WITNESSETH:
	etofore solicited Bid Proposals for all labor and materials d in the Invitation To Bid the Construction of the Public
WHEREAS, the Owner has four said work and has awarded the Contractor	nd that the Contractor is the lowest responsible bidder for or this contract for said work.
NOW, THEREFORE, for a agreements, the parties hereto do hereby	nd in consideration of their mutual promises and agree as follows:
services necessary to commence a accordance with the conditions and Contractors — General Conditions Specifications and Plans, Bid Propopart hereof and herein called the "Contractors"	Il materials, supplies, tools, equipment, labor and other nd complete the Snow Removal Services proposal in disprices stated in the Invitation to Bid, Instructions to ons, Special Conditions, Insurance Requirements, sal, and Detail Exception Sheet all of which are made a supplied to the amounts, manner and at times as set forth in the
	e parties hereto have executed, or caused to be executed ontract as of the day and year first above written:
	OWNER: UNITED CITY OF YORKVILLE
Ву	: Mayor
Attest:	CONTRACTOR:
City Clerk By	:
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

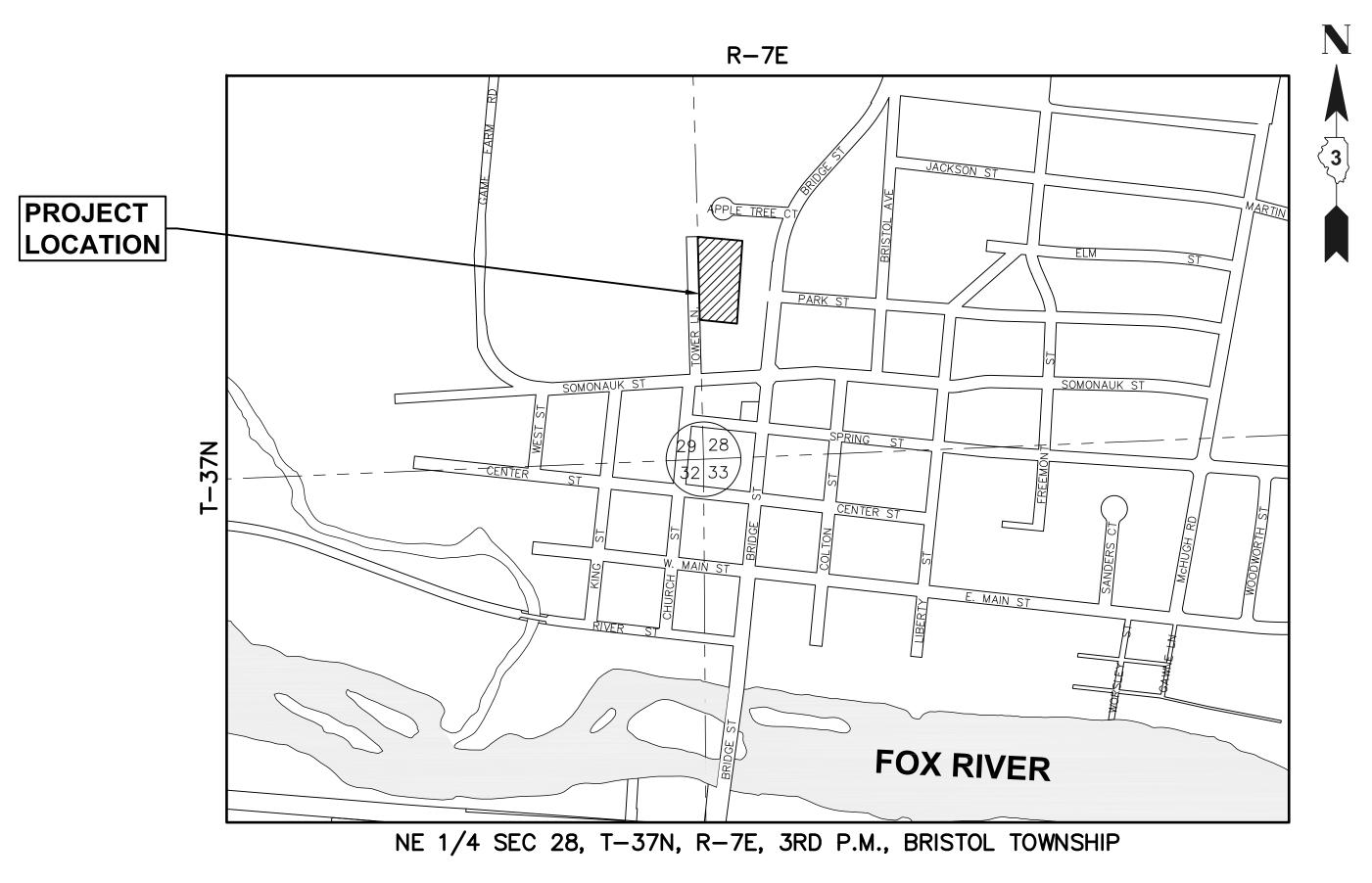
S-1. FOUNDATION PLAN, SECTIONS AND NOTES

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

CHISELED "SQUARE" IN THE NORTHWEST CORNER OF TRANSFORMER PAD ON THE NORTH SIDE OF ELEVATED TOWER.

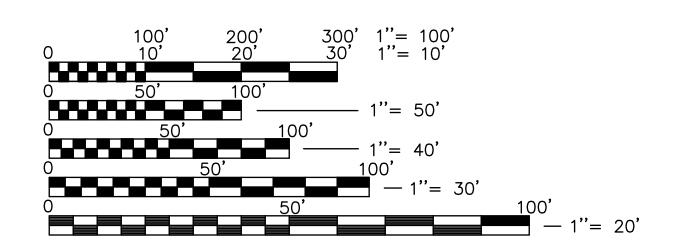
ELEVATION = 633.68

BENCH MARKS

ELEVATION = 633.68

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

ELEVATION = 633.51



FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES, REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES, IN MAKING MEASUREMENTS ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.

J.U.L.I.E.
JOINT
UTILITY
LOCATION
INFORMATION FOR
EXCAVATION
CALL 811





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		

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
- 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

SEDIMENT CONTROL

- 1. 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.
- 1. ADJACENT PROPERTY PROTECT ADJACENT PROPERTY FROM SEDIMENT DEPOSITION BY PRESERVING A VEGETATED BUFFER STRIP OR BY SEDIMENT BARRIERS OR FILTERS AT THE
- 2. SEDIMENTATION CONTROL SHALL BE PROVIDED IN ALL AREAS AROUND THE PERIMETER OF ALL STOCKPILE AREAS.
- 3. STORM SEWER INLET PROTECTION

LOWER PERIMETER OF THE LOT.

- 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	QUANTIT
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

LEGEND

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Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554

630.466.6700 / www.eeiweb.com

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

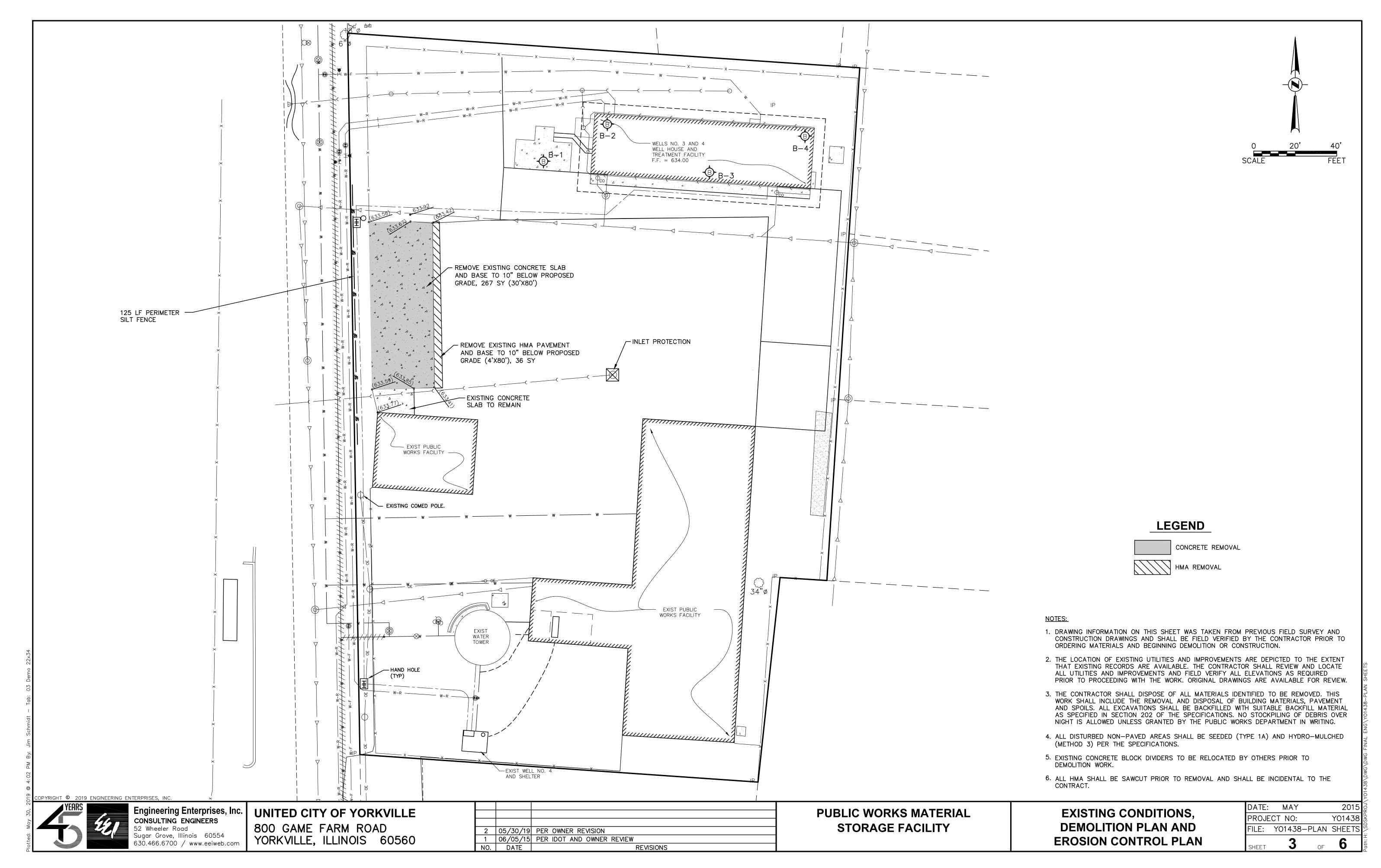
PUBLIC WORKS MATERIAL STORAGE FACILITY

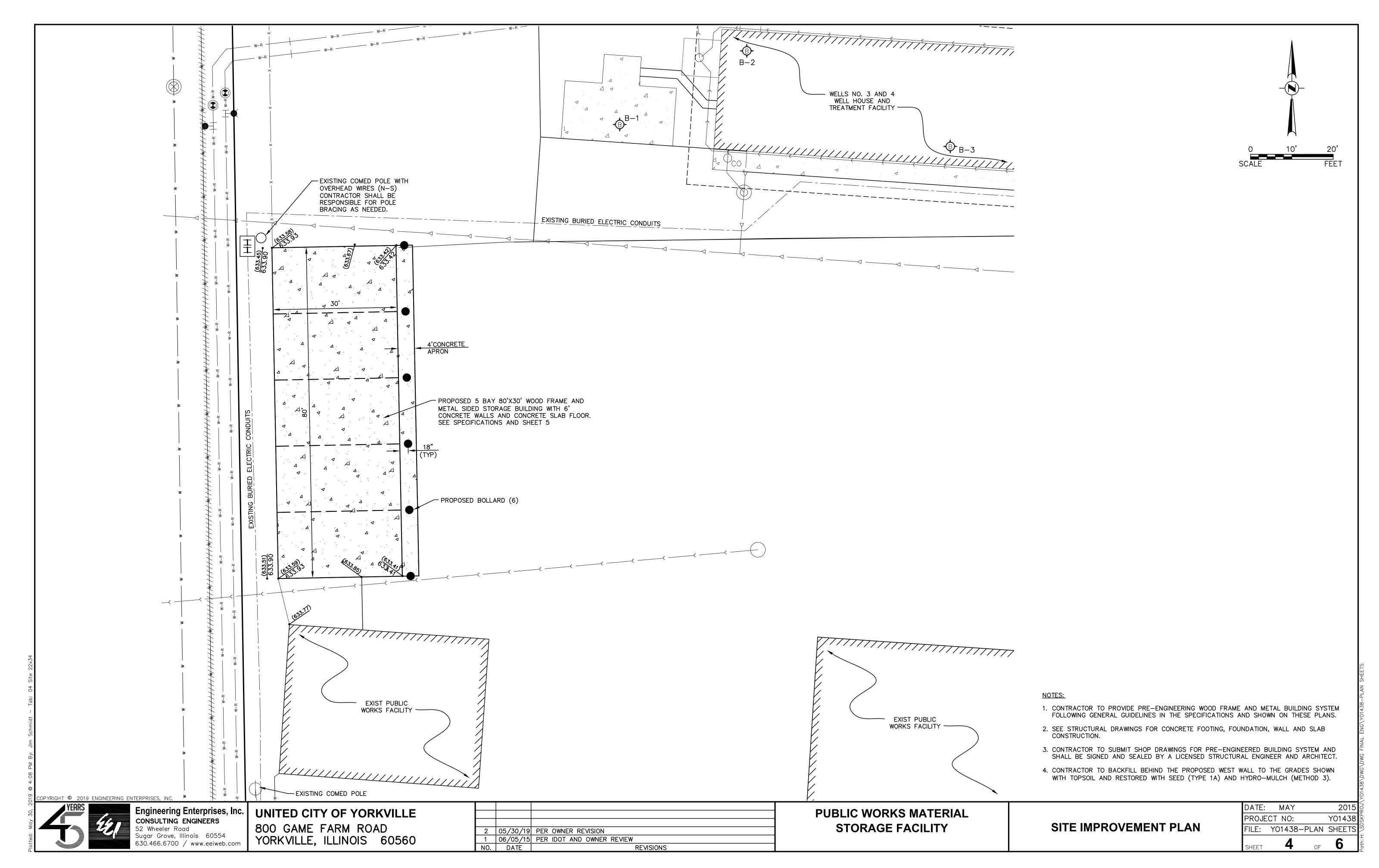
CONSTRUCTION SPECIFICATIONS, LEGEND AND SUMMARY OF QUANTITIES

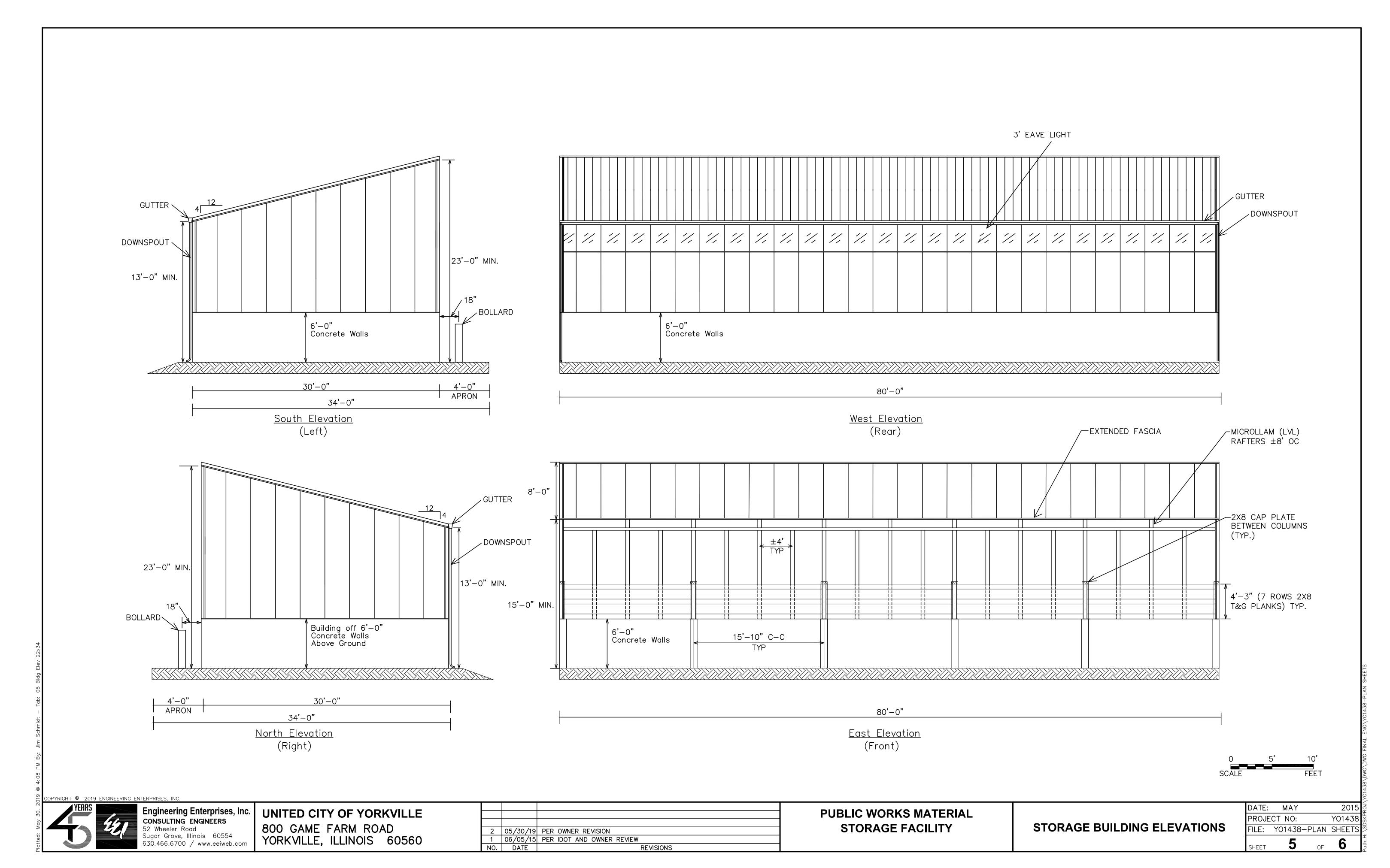
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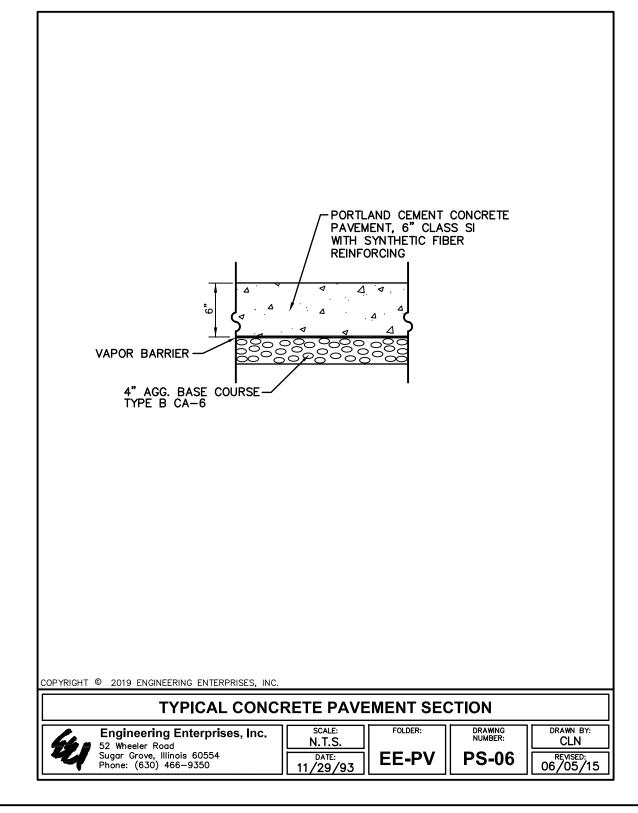
DATE: MAY 2015
PROJECT NO: Y01438
FILE: Y01438-CVR
SHEET **2** OF **6**

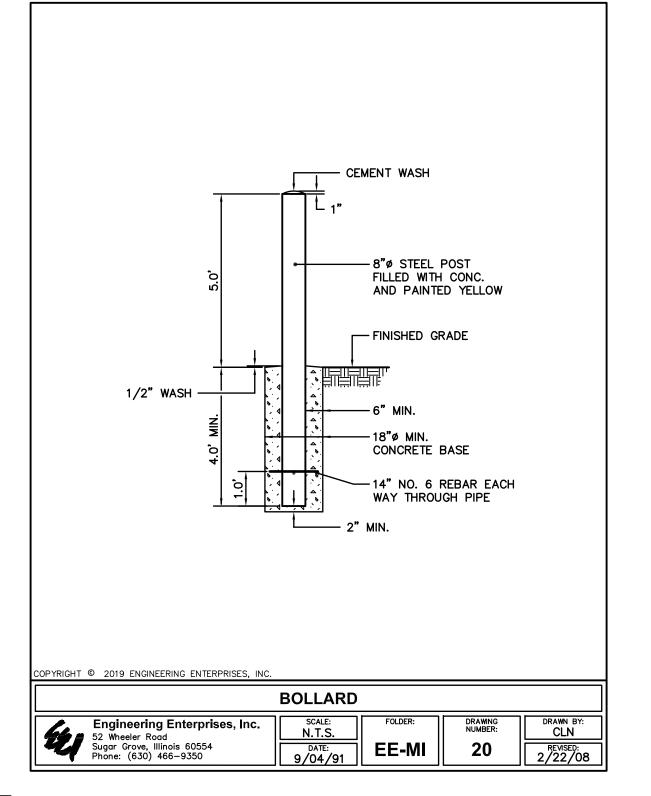
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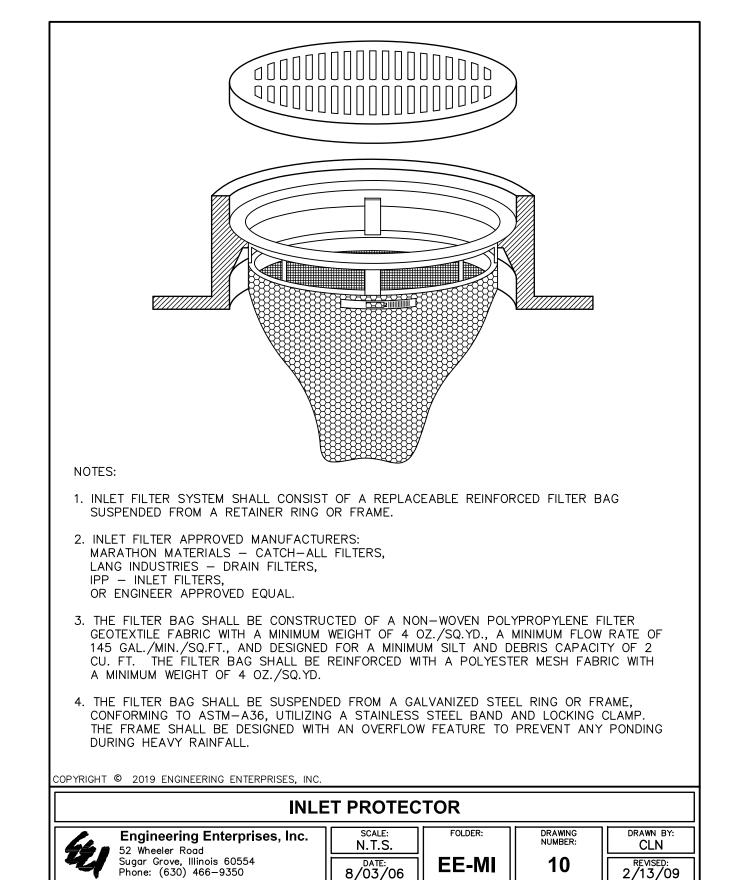


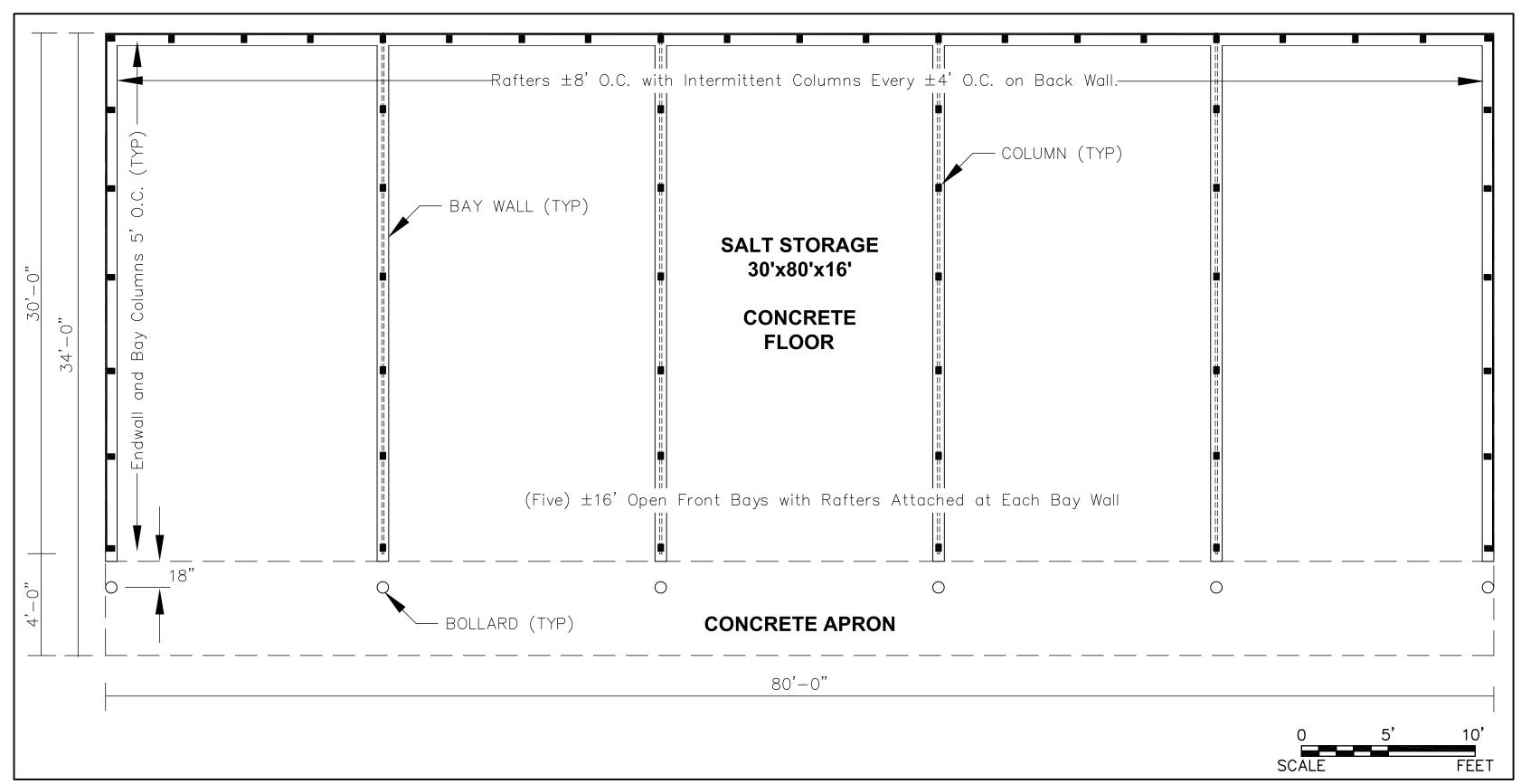


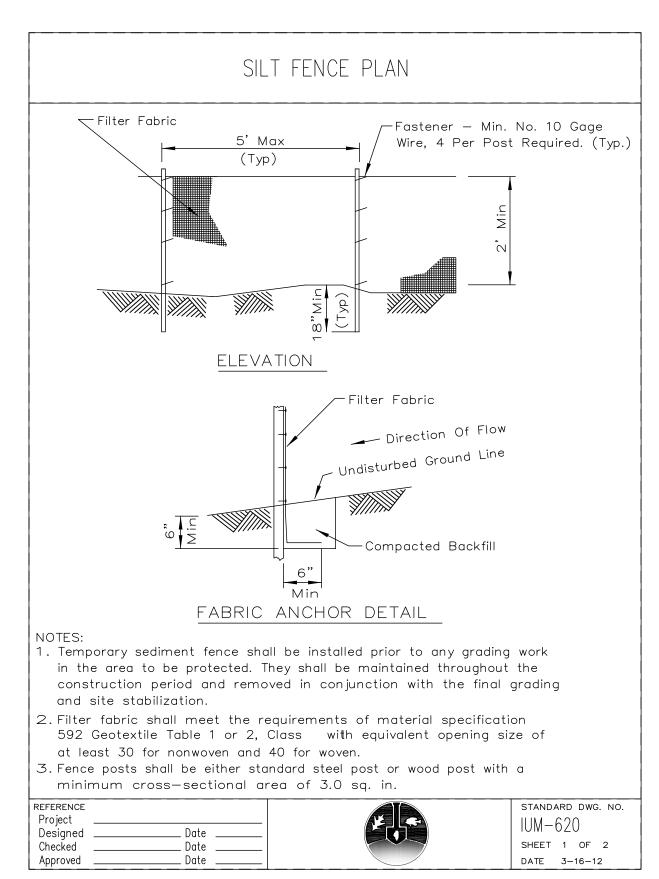


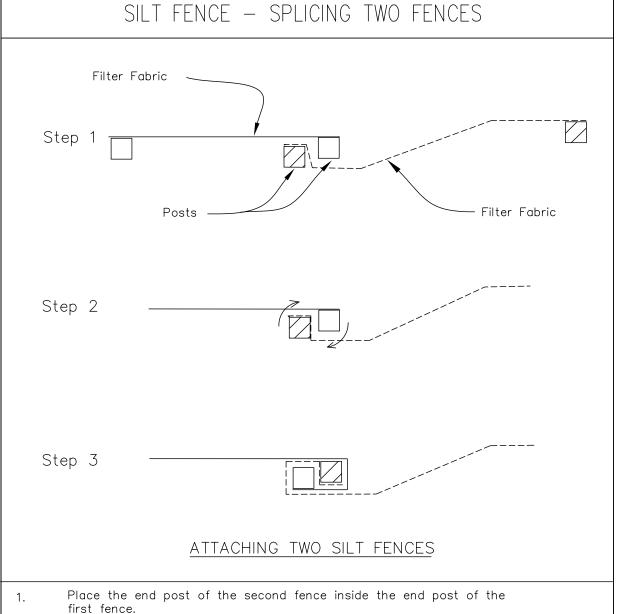


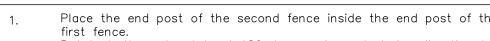










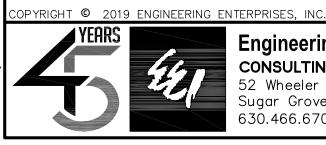


Rotate both posts at least 180 degrees in a clockwise direction to create a tight seal with the fabric material. Cut the fabric near the bottom of the stakes to accommodate the 6"

Drive both posts a minimum of 18 inches into the ground and bury the

Compact backfill (particularly at splices) completely to prevent stormwater piping.

Project	standard dwg. no.
Designed Checked Approved	SHEET 1 OF 1 DATE 3-16-2012



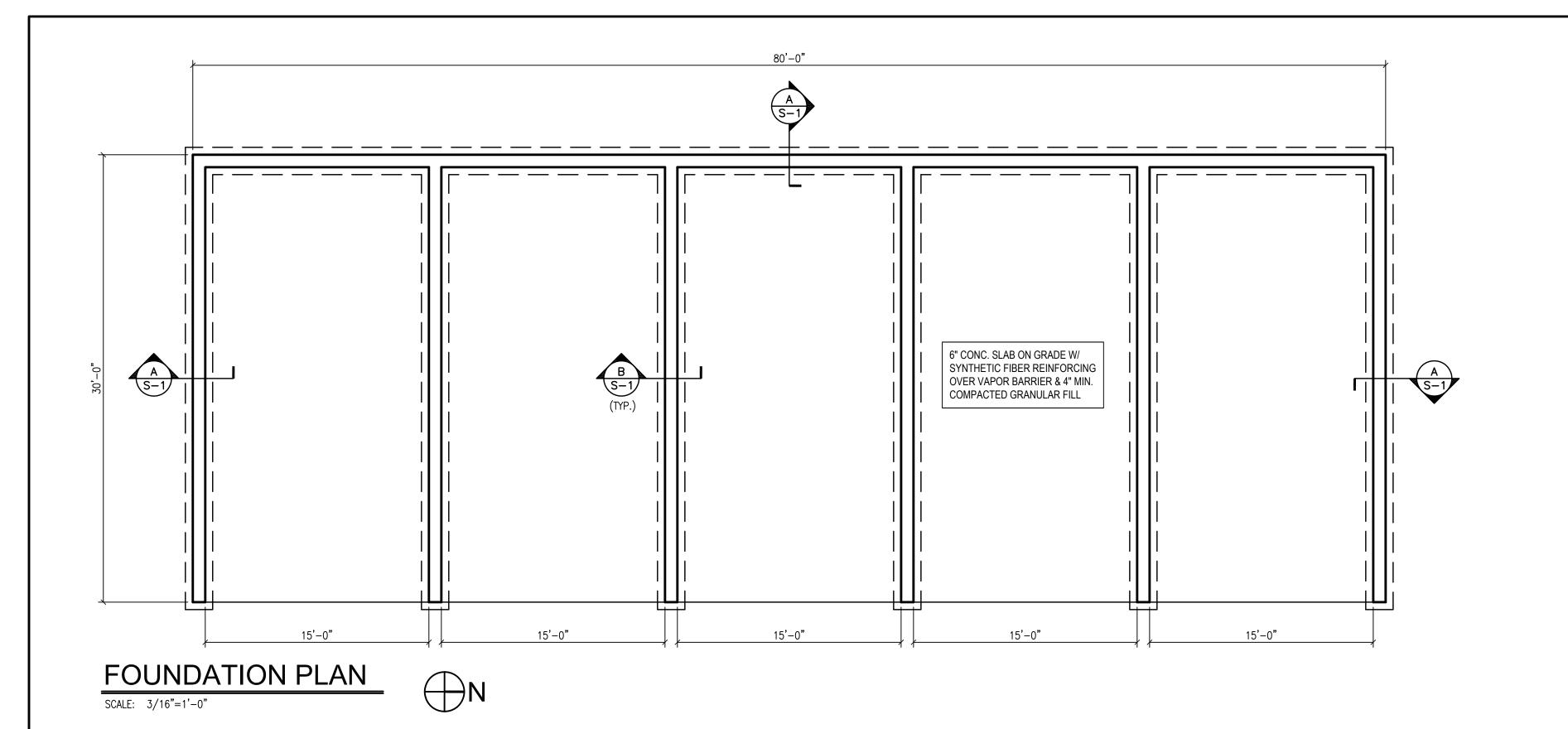
Engineering Enterprises, Inc. CONSULTING ENGINEERS 52 Wheeler Road Sugar Grove, Illinois 60554 630.466.6700 / www.eeiweb.com

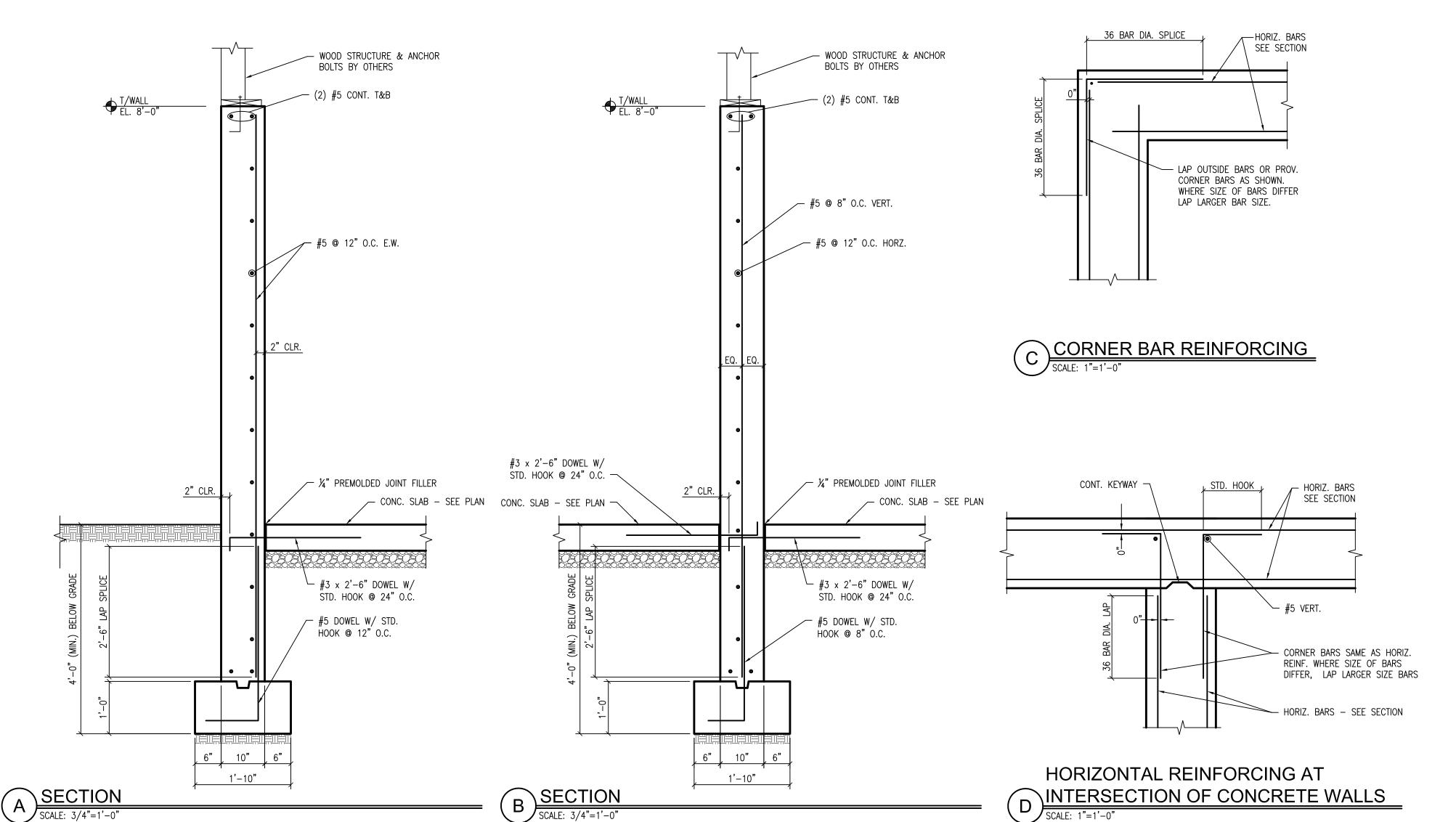
UNITED CITY OF YORKVILLE 800 GAME FARM ROAD YORKVILLE, ILLINOIS 60560

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

2015 DATE: MAY PROJECT NO: Y01438 Y01438-CVR 6





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
FRAMED SLABS
COLUMNS
SHEAR WALLS
FOUNDATION WALLS
GRADE BEAMS
ALL OTHER

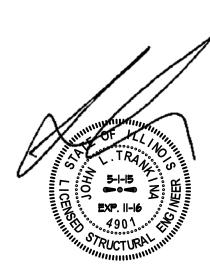
4000 PSI REGULAR WEIGHT
AU000 PSI REGULAR WEIGHT

- 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

ALL RIGHTS RESERVED

PROJECT NUMBER:	15089
DATE:	04-20-15
SCALE:	AS NOTED
DRAWN BY:	RRO
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 questions 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.

. Source Loca	ition Information				
Describe the locat	ion of the source of the un	contaminated s	soil)		
Project Name: Yor	kville Public Works Storag	e Facility	Office Phone	Number, if available:	
Physical Site Locat Tower Lane - See	tion (address, inclduding n Attached Figures	umber and stre	et):		
City: Yorkville	State:	IL	Zip Code: 60560		
County: Cook			Township:		
_at/Long of approx Latitude: 41.64	imate center of site in dec 9979 Longitude:		D.ddddd) to five decima	al places (e.g., 40.67890	, -90.12345):
☐ GPS 🖂		Photo Interpolati		Other	
EPA Site Number(rator Information for Site Owner		BOW:	BOA:	DF.
Name: <u>Ci</u>	ty of Yorkville		Name:		
Street Address: 80	0 Game Farm Road		Street Address:		
PO Box:			PO Box:		
City: Yo	orkville	State: IL	City:		State:
Zip Code: 60	9560 Phone: (6	30) 553-4350	Zip Code:	Phone:	
Contact: Er	ic Dhuse, Public Works Di	rector	Contact:		
-mail if available	edhuse@vorkville il us		Email if available:		

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]:

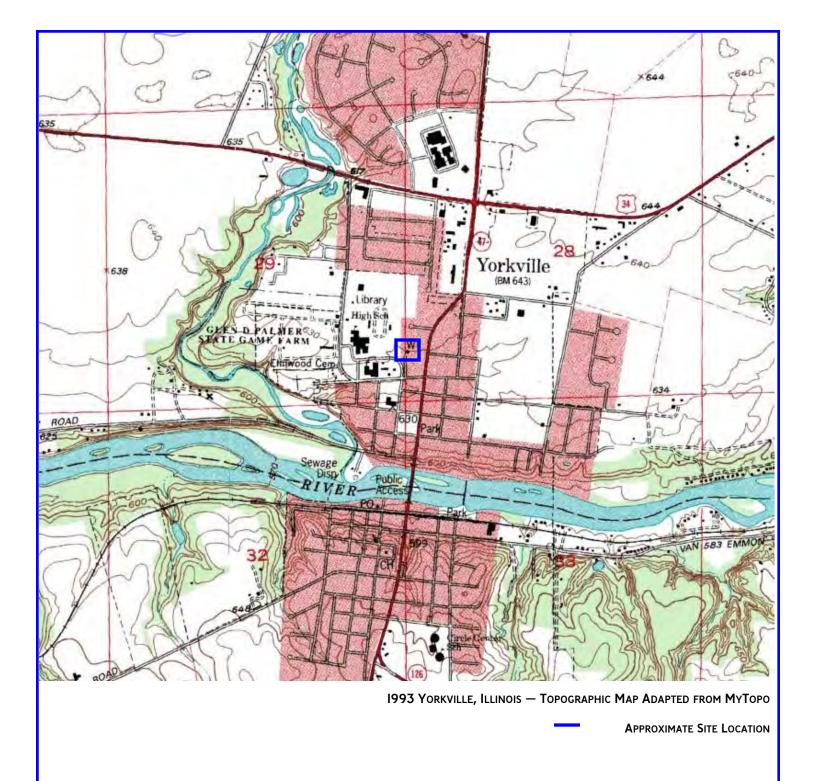
See attached analytical summary tables, laboratory reports and associated NELAC certification. Figure 2 identifies the project area that is covered by this certification.

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: <u>IL</u> Zip Code: 60563	
Phone:	630.717.2880		PROFESSIONAL
Ryan M. LaDieu			
Printed N	1)		RYAN M. LaDIEU 062-053687
	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 Page 54



NOT TO SCALE

FIGURE PROJECT NUMBER TII5274 DATE

6/11/2015



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 Page 55



NOT TO SCALE

FIGURE

2

Project Number TII5274

DATE

6/11/2015

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 Alloy	wable Concentration	Sample ID	YPW-I	YPW-2				
	(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

< = 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.



TABLE 2

Summary of Soil Analytical Results - Soil Characterization Sampling

Resource Conservation Recovery Act (RCRA) Metals and Chloride

CLIENT: Engineering Enterprises, Inc. SAMPLE DATE: June 3, 2015

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

PROJECT NUMBER: TII5274 MATRIX: Soil

Analytical Method: EPA Method 6020

			Sample ID	YPW-I	YPW-2			
	Maximum Allowa	ble Concentration	Sample Date	6/3/2015	6/3/2015			
Contaminant of Concern		a Metropolitan Area (MSA)	рН	7.8	7.7			
Containment of Concern	Statistical	AI Ca (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 IIOO Subpart F (MAC Table) are compared to the Metropolitan Statistical Area Background Concentration found in 35 IAC 742 Appendix A, Table H

ς = 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.





Wednesday, June 10, 2015

PAS WO:

15F0133

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

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

Date: 6/10/2015

LABORATORY RESULTS

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.

LABORATORY RESULTS

Date: 6/10/2015

Client: True North Consultants

Project: Yorkville Public Works: Tower Lane **Lab 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	22	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								
*pH	7.8	0.010 C	N 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

LABORATORY RESULTS

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 GC	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 %	38-12	22	6/5/15 15:13	6/6/15 0:07	SW8270C	AJD
Surrogate: Nitrobenzene-d5		92 %	45-13	36	6/5/15 15:13	6/6/15 0:07	SW8270C	AJD
Surrogate: 4-Terphenyl-d14		91 %	57-12	?2	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	1	6/8/15 10:27	6/9/15 13:39	SW6010B	CCD
*Cadmium	U	0.294	mg/Kg dry	1	6/8/15 10:27	6/9/15 13:39	SW6010B	CCD
*Chromium	6.48	0.294	mg/Kg dry	1	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								
*рН	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

Phenanthrene

Surrogate: 2-Fluorobiphenyl

Surrogate: Nitrobenzene-d5

Surrogate: 4-Terphenyl-d14

Pyrene

LABORATORY RESULTS

Date: 6/10/2015

Client: True North Consultants

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

0.602

0.643

0.618

0.703

0.665

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

		Reporting		Spike	Source		%REC		RPD	
Analyte	Result	Limit	Units	Level	Result	%REC	Limits	RPD	Limit	Notes
Batch Y002972 - SW 3550B PNA										
Blank (Y002972-BLK1)				Prepared &	: Analyzed:	06/05/2015	;			
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 &	: Analyzed:	06/05/2015	;			
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			

0.300 mg/Kg wet

0.300 mg/Kg wet

mg/Kg wet

mg/Kg wet

mg/Kg wet

0.66667

0.66667

0.66667

0.66667

0.66667

90

96

93

105

100

54-126

57-132

38-122

45-136

57-122

Date: 6/10/2015

LABORATORY RESULTS

Client: True North Consultants

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

Metals by ICP-MS - Quality Control

		Reporting		Spike	Source		%REC		RPD	
Analyte	Result	Limit	Units	Level	Result	%REC	Limits	RPD	Limit	Notes
Batch Y002993 - SW 3050B Metals										
Blank (Y002993-BLK1)				Prepared &	z Analyzed:	06/08/2015	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 &	z Analyzed:	06/08/2015	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)	Sour	ce: 15F0133	3 - 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)	Sour	rce: 15F0133	3 -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	

LABORATORY RESULTS

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)	Sou	rce: 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)	Sou	rce: 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	

LABORATORY RESULTS

Date: 6/10/2015

Client: True North Consultants

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

Anions by Ion Chromatography - Quality Control

		Reporting		Spike	Source		%REC		RPD	
Analyte	Result	Limit	Units	Level	Result	%REC	Limits	RPD	Limit	Notes
Batch Y003018 - EPA 300.0/SW 9056A Anio	ns									
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)	Sou	rce: 15F0133	3-02	Prepared: (06/08/2015	Analyzed:	06/10/2015			
Chloride	180	0.608	mg/Kg dry		210			16	20	Е
Matrix Spike (Y003018-MS1)	Sou	rce: 15F0133	3-02	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)	Sou	rce: 15F0133	3-02	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

pН

Date: 6/10/2015

0.3

CN

LABORATORY RESULTS

Client: True North Consultants

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

7.8

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	6/09/2015	Analyzed: 0	6/10/2015			
Percent Solids	U	0.100	%							
Duplicate (Y003032-DUP1)	Sour	e: 15F0133-0)1	Prepared: 0	6/09/2015 .	Analyzed: 0	06/10/2015			
Percent Solids	91.1	0.100	%		90.3			0.8	20	
Batch Y003039 - SW 9045C pH										
Duplicate (Y003039-DUP1)	Sour	ce: 15F0133-0)1	Prepared &	Analyzed:	06/10/2015	;			

7.8

0.010 pH Units

LABORATORY RESULTS

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 Systems, INCORPORATED www.prairieanalytical.com

1240 Iroquois Avenue, Suite 206 Naperville, Illinois 60563 Sanorille, Illinois 60563 Sanorille Time Code Containers Comp Sampling Matrix Preserv No. of Sample Sampling Sampling Sample Sampling Sample Sampling Sample Sampling Sample Sampling Sample Sample Sample	Client	True North Consultants	onsultants							Analy	sis and/or Me	Analysis and/or Method Requested	pa		Reporting
Sample Description Page Ville Page Vi	Address	1240 Iroquois	Avenue, Sui	te 206					-						-
Tower Lane, Yorkville Cooper Lane, Yorkville Tower Lane, Code Contained Contai	City, State, Zip Code	Naperville, Illir	nois 60563												
Tower Lane, Yorkville Public Works Public Wor	Phone / Facsimile	630.717.2880,	1/630.689.588	31				91	ar	S					
Tower Lane, Yorkville Out or Invoice To Trib224	Project Name / Number	Yorkville Publi	ic Works					, iao		-	T				
Sample Description Date	Project Location	Tower Lane, \	Yorkville					4J			Hq				000
Sample Description Marinov McMahon, Ryan Bourgart, Joe Reed Sample Type Sample Description Date Time Code	P.O. # or Invoice To	T115274						10,10							C Resid
Sample Description Sampling Wetrix Preserv No. of Sample Type Sample Typ	Contact Person	Marjory McMa	ahon, Ryan B	ourgart,	Joe Rec	þé			1	Я					RISO
PW-1 6/3/2015 840 S O 1 X X X X X X X X X	Cample Decembring	Sam	phing	Matrix	Preserv	No. of	Sample T	Vpe						_	
PW-1 6/3/2015 840 S 0 1	Sample Describitor			Code	Code		Comp	Grab							Sampler Comments
PW-2 6/3/2015 900 S 0 1	YPW-1	6/3/2015	840	S	0	-					×				
Matrix Code A - Aqueous Present Code A - Aqueous Liquid Present Code A - Aqueous Present Code A - Aqueous Present Code A - Aqueous A - NaOH Bate Present Code A - NaOH Bate Present Code A - NaOH A - NaOH Bate Present Code A - NaOH Bate Present Code A - NaOH Bate Present Code A - NaOH A - NaOH Bate Present Code A - NaOH Bate Present Code A - NaOH A - NaOH Bate Present Code A - NaOH A - NaOH Bate Present By A - NaOH Bate Present Code A - NaOH Bate Present Co	YPW-2	6/3/2015	006	S	0	-					×				
Matrix Code Matrix Code A - Aqueous Date Time Belinquished By MATTULL Received By Date Turnaround Time: Standard Rush	Page 68														
Matrix Code Matrix Code A - Aqueous Dw - Drinking Water Gw - Ground Water A - Non-Aqueous Liquid S - Solid A - NaOH Relinquished By Received By MACLOL Cocuso Chiote Date Time Ball Instructions: Date Required: 5 to 7 days Time Date Required: 5 to 7 days															
Matrix Code A. Aqueous Preserv Code A. Aqueous Dw. Drinking Water Preserv Code O. None 1. HCI 2. H2SO4 3. HNO3 4. NaOH Reinquished By Condition Date Time Received By Rece															
Matrix Code A - Aqueous DW - Drinking Water Preserv Code O - None 1 - HCI Preserv Code O - None 1 - HCI Date Received By Control Control Date Turnaround Time: Standard Date Required: 5 to 7 days In the code of the cod															
Matrix Code A - Aqueous DW - Drinking Water GW - Ground Water NA - Non-Aqueous Liquid S - Solid Preserv Code 0 - None 1 - HCI 2 - H2SO4 3 - HNO3 4 - NaOH My My 6 - 3 - 1 S W S 1 S W S W S 1 S W S W S W S 1 D W S W S W S 1 D W S W S W S 1 D W S W S W S W S 1 D W S W S W S W S 1 D W S W S W S W S W S 1 D W S W S W S W S W S W S W S W S W S W															
Preserv Code	Matrix Code	A - Aqueou		V - Drinking	Water	11 - 1	Ground Wate		- Non-Aqu	eous Liquid	S-S	Solid		0-0il	X - Other (Specify)
Relinquished By Relinquished By Received By Received By Co. 2-15 12:45 (WUTTULL CO. 2-15 12:45 (Nuota G. 2-15 12:45 (Nuota G. Co. 2-15 12:45 (Nuota G. 2-15 12:45 (Nuota G. Co. 2-15 12:45 (Nuota G.	. 11	0 - None		1-HCI			- H2SO4		3 - HN	103	4-N	ІаОН	5-	5 - 5035 Kit	X - Other (Specify)
Why Why 6-3-15 2,45 Why	Relin	nquished By		Date		Time			Rece			peq'	e e	Time	Method of Shipment
Date Required: 5 to 7 days 10 Chuioteg Q Cooung	William Mil	Who has	0	1	51.	2,45	3	1/2F	The	L	atr	63	5	145	
Instructions: Turnaround Time: Standard Rush Date Required: 5 to 7 days		Parts		5/12/12	1	100	0	histo	0	acun	9		7	0:57	reps
	Page 1							Tur	naround Tin	ne: Standar	■ o/c	Ê	ave	On wet ice?	Temperature (°C)
	1 of 1									2	cabo				÷
	PAS COC Rev. 3						Page				Con	es. White - Cli	ient / Yello	/ 201 SAG - W	Pink , Campler

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

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.

Certificate No.:

003584

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 Environmental Laboratory Accreditation Program (IL ELAP) to verify the laboratory's scope of accreditation and accreditation status. Accreditation the State of Illinois is not an endorsement or a guarantee of validity of the data generated by the laboratory.

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

Awards the Certificate of Approval

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

Certificate No.:

003584

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

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

Matrix Type: Potable Water 1,2-Dichloropropane

1,4-DichlorobenzeneBenzeneBromodichloromethaneBromoform

Chlorobenzene Chloroform cis-1,2-Dichloroethene

Certificate No.:

003584

Dichloromethane (Methylene chloride) Ethylbenzene

Methyl tert-butyl ether (MTBE)

Styrene

Naphthalene

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

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

Simazine

FOT Name: Non Potable Water, Inorganic

Matrix Type: NPW/SCM

Turbidity

Method: SM2310B,1997

Matrix Type: NPW/SCM

Acidity

Method: SM2320B,1997

Method: SM2130B,2001

Matrix Type: NPW

Alkalinity

Method: SM2340B,1997

Matrix Type: NPW

Hardness

Method: SM2540B,1997

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

Certificate No.:

003584

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

Certificate No.:

003584

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

Awards the Certificate of Approval

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

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

Certificate No.:

003584

Matrix Type:NPW/SCMTitaniumVanadiumZinc

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

Awards the Certificate of Approval

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

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

003584

Certificate No.:

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
Silver
Sodium
Strontium
Tin
Titanium
Vanadium
Manganese
Nickel
Selenium
Selenium
Thallium
Titanium
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

Awards the Certificate of Approval

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

FOT Name: Solid and Chemical Materials, Inorganic Method: 6020A

Matrix Type: NPW/SCM Potassium

Certificate No.:

003584

Selenium Silver
Sodium Thallium
Vanadium Zinc

Method: 7196A

Matrix Type: NPW/SCM

Chromium VI

Method: 7470A

Matrix Type: NPW

Mercury

Method: 7471B

Mercury

Matrix Type: SCM

natrix Type. 00

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

Awards the Certificate of Approval

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

Certificate No.:

003584

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

Methoxychlor Toxaphene

Method: 8082

Matrix Type: NPW/SCM

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

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

Matrix Type: NPW/SCM PCB-1260

Method: 8260B

Matrix Type: NPW/SCM

Tetrachloroethene

1,1,1,2-Tetrachloroethane 1,1,1-Trichloroethane 1.1.2.2-Tetrachloroethane 1,1,2-Trichloroethane 1,1-Dichloroethane 1,1-Dichloroethene 1,1-Dichloropropene 1.2.3-Trichlorobenzene

1,2,3-Trichloropropane 1,2,4-Trichlorobenzene

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

Certificate No.:

003584

1,2-Dibromoethane (EDB) 1,2-Dichlorobenzene 1,2-Dichloroethane 1,2-Dichloropropane 1,3,5-Trimethylbenzene 1,3-Dichlorobenzene 1,3-Dichloropropane 1,4-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 Chlorobenzene Chlorodibromomethane (Dibromochloromethane) Chloroethane

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

Dichlorodifluoromethane Dibromomethane

Dichloromethane (Methylene chloride) Ethylbenzene Hexachlorobutadiene Isopropylbenzene

Methyl-t-butyl ether Naphthalene n-Propylbenzene n-Butylbenzene p-Isopropyltoluene sec-Butylbenzene

Styrene tert-Butylbenzene

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

Toluene

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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)

Certificate No.:

003584

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)

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(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)

ChlorobenzilateChryseneDibenz(a,h)anthraceneDibenzofuranDiethyl phthalateDimethyl phthalateDi-n-butyl phthalateDi-n-octyl phthalate

Fluoranthene Fluorene

Hexachlorobenzene Hexachlorobutadiene
Hexachlorocyclopentadiene Hexachloroethane

Indeno(1,2,3-cd) pyreneIsophoroneNaphthaleneNitrobenzene

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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)

003584

Certificate No.:

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
Pendimethalin
Prometon
Trifluralin

Method: 8321B

Matrix Type: NPW/SCM

2,4,5-T (Silvex)

2,4-DB

Aldicarb (Temik) Carbofuran (Furaden)

DalaponDicambaDinosebMCPAMCPPOxamyl

EDR VISTACheck® Report

Winston Engineering 610 TOWER LANE YORKVILLE, IL 60560

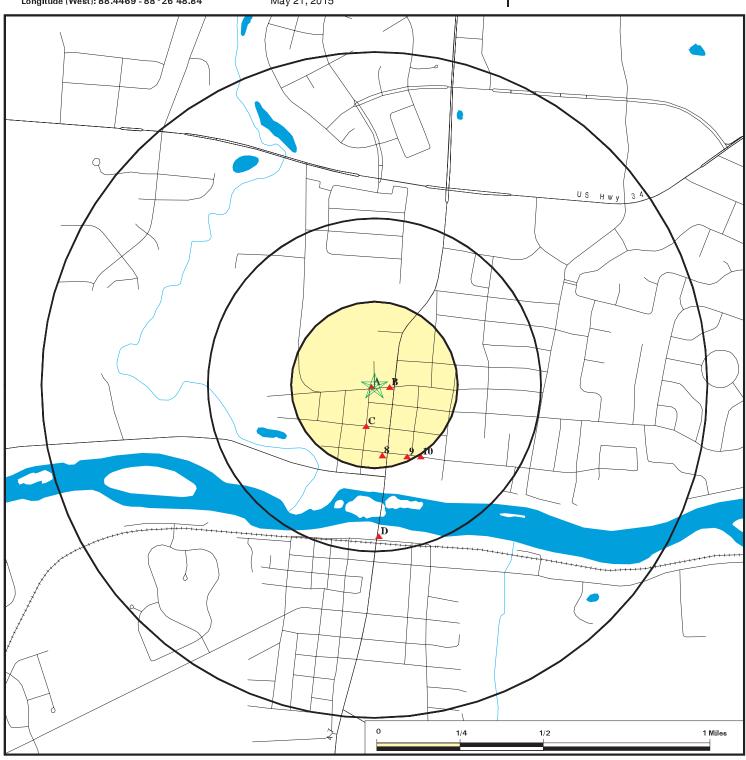
Latitude (North): 41.64905 - 41°38′56.58″ Longitude (West): 88.4469 - 88°26′48.84″

May 21, 2015



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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	STANDARD ENVIRONMENTAL 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 CORRACTS facilities list									
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 and/or solid waste disposal site lists									
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 storage tank lists									
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 0	NR NR	NR NR	0 0
State and tribal registered storage tank 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 institution control / engineering control		s						
ENG CONTROLS INST CONTROL	0.500 0.500		0 0	0 0	0 0	NR NR	NR NR	0 0
State and tribal voluntar	y 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	elds sites							
BROWNFIELDS	0.500		0	0	0	NR	NR	0
ADDITIONAL ENVIRONMEN	ITAL RECORDS	<u> </u>						
Local Brownfield lists								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
Local Lists of Landfill / S Waste Disposal Sites	Solid							
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	s 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 Records								
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 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 US AIRS EPA WATCH LIST US FIN ASSUR COAL ASH EPA	0.500 0.500 0.500 0.500 0.250 TP TP TP TP TP TP TP TP TP TP		0 0 0 0 0 R R R R R R R R R R R R R R R	0000	000 RR RR RR RR RR RR RR RR O RR O RR O		R R R R R R R R R R R R R R R R R R R	
PCB TRANSFORMER COAL ASH DOE 2020 COR ACTION PRP	TP TP 0.250 TP		NR NR 0 NR	NR NR 0 NR	NR NR NR NR	NR NR NR NR	NR NR NR NR	0 0 0 0
EDR HIGH RISK HISTORICAL 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 Gov	vt. Archives							
RGA HWS	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 FINDINGS

Map ID

Direction

EDR ID Number

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

A1 YORKVILLE NORTH WATER TOWER 610 TOWER LANE RCRA NonGen / NLR 1001116341 FINDS ILR000023614

< 1/8 YORKVILLE, IL 60560

1 ft.

Distance

Site 1 of 3 in cluster A

RCRA NonGen / NLR:

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

Contact address: Not reported Not reported

Not rept

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

irection EDR ID Number istance

YORKVILLE NORTH WATER TOWER (Continued)

1001116341

EPA ID Number

Database(s)

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 < 1/8 YORKVILLE, IL 60560 1 ft. UIC S108256183 BOL N/A

Site 2 of 3 in cluster A

UIC:

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
AOR Well: Not reported

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

YORKVILLE, CITY OF (Continued)

S108256183

EDR ID Number

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:

Geology Id:

Well Site:

Well In Source Water Area:
Status Date:

Not reported

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

Aguifer Exempt: No

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

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

Operate Status Code: AC

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: 1LEA112

Contact Id. ILEAT12
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: Not reported
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

YORKVILLE GRADE SCHOOL

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

А3

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 FINDINGS

Map ID Direction Distance Distance (ft.)Site

rection EDR ID Number

Database(s) EPA ID Number

RCRA-CESQG

FINDS

YORKVILLE GRADE SCHOOL (Continued)

U000859552

1004695450

ILR000017806

Tank Substance: Not reported 12/1/1982 Last Used Date: OSFM First Notify Date: 7/25/1990 Not reported Red Tag Issue Date: 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. 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

rection EDR ID Number

LAIDLAW TRANSIT INC YORKVILLE (Continued)

1004695450

EPA ID Number

Database(s)

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

EDR ID Number

Database(s) **EPA ID Number**

RCRA-SQG

FINDS

1000614829

ILD984851444

BUS GARAGE (Continued)

U001136999

Owner City, St, Zip: Yorkville, IL 60560

Tank Number:

Removed **Tank Status:** Tank Capacity: 1000 Diesel Fuel Tank Substance: 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: Not reported Motor Fuel Permit Expiration Date: Not reported MOTOR FUEL TYPE: Not reported

Pending Nov: IEMA: 990660 **Equipment Type:** Not reported Not reported Equipment: Last Passing Date: Not reported Test Expire Date: Not reported

C6 **PARKVIEW GRADE SCHOOL** SSW 201 W CENTER

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

664 ft.

Site 1 of 2 in cluster C

RCRA-SQG: Date form received by agency: 02/11/1992

PARKVIEW GRADE SCHOOL Facility name:

Facility address: 201 W CENTER

YORKVILLE, IL 60560 EPA ID: ILD984851444

Mailing address: 106 RTE 126

YORKVILLE, IL 60560

JEFF STORM Contact: Contact address: 106 RTE 126

YORKVILLE, IL 60560

Contact country:

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

EPA Region: 05

Classification: Small Small Quantity Generator

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

> 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:

YORKVILLE CITY OF Owner/operator name:

Owner/operator address: 106 RTE 126

YORKVILLE, IL 60560

Owner/operator country: Not reported Map ID
Direction
Distance
Distance (ft)Sit

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 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: 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 FINDINGS

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 0.126 mi.

664 ft. Site 2 of 2 in cluster C

YORKVILLE, IL 60560

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 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

8 AMOCO SS#18821 FACILITY #12440 South ROUTE 47 & MAIN

1/8-1/4 YORKVILLE, IL 60560 0.213 mi.

UST:

1124 ft.

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

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 Not reported MOTOR FUEL TYPE:

Pending Nov: IEMA:

14-0175, 90-2826 **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

Not reported MOTOR FUEL TYPE: Pending Nov:

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

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 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:

Equipment:

Equipment:

Not reported

Tank Number:

Tank Status: Exempt from registration

Tank Capacity: 500 Tank Substance: Used Oil Last Used Date: 12/31/1973 **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 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:

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

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

Pending Nov:

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

Tank Number:

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:

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

AMOCO 18821 STATION SSE **207 N MAIN** 1/8-1/4 YORKVILLE, IL 60560 0.237 mi.

1249 ft.

RCRA-SQG 1000463000 **FINDS** ILD984812685

RCRA-SQG:

Date form received by agency: 01/23/1991

AMOCO 18821 STATION Facility name:

207 N MAIN Facility address:

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

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

MAP FINDINGS

Map ID Direction 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 FINDINGS

Map ID Direction Distance

1351 ft.

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

10 **AMOCO OIL #18821** SSE **207 EAST MAIN** 1/4-1/2 YORKVILLE, IL 60560 0.256 mi.

LUST:

Incident Num: 902826 IL EPA Id: 0930255017 Product: Gasoline IEMA Date: 09/27/1990 Project Manager: Friedel

Project Manager Phone: (217) 785-5736

Melinda.Friedel@illinois.gov Email:

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 Not reported Date Section 57.5(g) Letter: Non LUST Determination Letter: 2014-02-20 20 Report Received: Not reported 45 Report Received: Not reported NFA/NFR Letter: Not reported NFR Date Recorded: Not reported

D11 **HD BACK HOE** 109 BRIDGE ST. South 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

Page 20

LUST

BOL

S103294412

N/A

EDR ID Number

S104526636

N/A

LUST

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

HD BACK HOE (Continued) S103294412

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

Email: Harry.A.Chappel@illinois.gov

PRP Name: HD Back Hoe PRP Contact: Robert Davidson

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

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 NFA/NFR Letter: 01/22/2008 NFR Date Recorded: Not reported

BOL:

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

D12 **GREITER MECHANICAL SERVICES** LUST S106781251 South **123 EAST HYDRAULIC AVENUE**

1/4-1/2 0.466 mi.

2460 ft. Site 2 of 2 in cluster D

YORKVILLE, IL 60560

LUST:

Incident Num: 20050037 IL EPA Id: 0930255061 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

Page 21

EDR ID Number

N/A

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

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

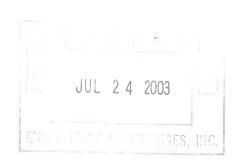
TERRACON NO. 11035137 July 23, 2003

Prepared for:

Engineering Enterprises, Inc. Sugar Grove, Illinois

Prepared by:

Terracon, Inc. Naperville, Illinois





135 Ambassador Drive 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 ½ 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.

annununununun

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.

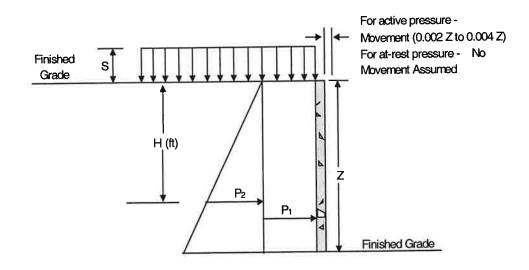
Floor Slab Support

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
D : (1/-)	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

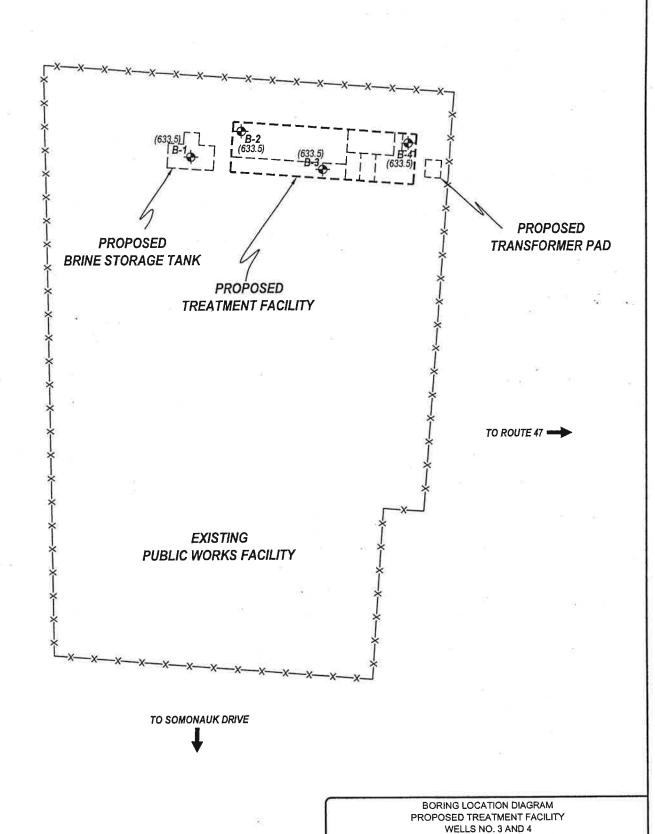
discussed in this report. This report does not reflect variations that may occur between borings or across the site or due to the modifying effects of weather. The nature and extent of such variations may not become evident until, during or after construction. If variations occur, it will be necessary to reevaluate the recommendations of this report.

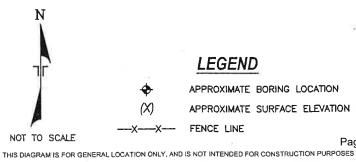
The scope of services for this project does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential 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





LEGEND

APPROXIMATE BORING LOCATION

APPROXIMATE SURFACE ELEVATION (FEET)

FENCE LINE

Page 121

ROUTE 47 AND SOMONAUK STREET YORKVILLE, ILLINOI\$:ON

Project Mngr.	DE	36
Designed By:	DE	llerrac
Drawn By:	KJR	135 Ambassador Dri
Checked By:	DE	Naperville, Illinois 605
Approved By:	DE	Figure No.

	Project No.	11035137
l	Scale:	NONE
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	Date:	JUL 2003
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Yorkville, Illinois					FI		osed Well 3 & 4 Treatment Facility MPLES TESTS					
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	18	615.5	_									
	FINE TO MEDIUM SAND brown, medium dense, wet			SP	6	ss	10	12	23			
	BOTTOM OF BORING	613.5	20-									
BORE2 11035137 GPJ TERRACON GDT 7/23/03												
TERRAC	e stratification lines represent the approximate boundary lin tween soil and rock types: in-situ, the transition may be gra	es idual.										SPT Hammer Penetrometer
e v	ATER LEVEL OBSERVATIONS, ft	BORING STARTED					7-7-03					
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	LEAN CLAY, TRACE SANDbrown, stiff		_	CL	1	SS	8	12	25		4000*	
	FINE TO MEDIUM SAND, TRACE	630.5	_			HS	_	40				
	GRAVEL, brown, medium dense to dense		- - 5-	SP	2	SS	8	13	8		100	
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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	UNCONFINED STRENGTH, psf	
34,3	0.3 4" Topsoil 633 LEAN CLAY, TRACE SANDdark brown,	-			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		0 200	-
	ORAVES Brown, mediam dense to series	_									
		5-			HS						
		-	SP	3	SS	14	33	5			
		_	-	-	HS			-	-		
	9 624.5	Ş-	SP	4	SS	16	19	7			
1//	SANDY LEAN CLAY TO CLAYEY SAND, TRACE GRAVEL brown, stiff/medium	10-		L				11		3000*	
	dense to dense	-			HS						
			-								
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		1 5	SC/C	L 5	SS	12	36	15	-		
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	18 615.	5 -	1								
	FINE TO MEDIUM SAND, TRACE SILT brown, very dense	1	SP	6	SS	16	55	19			
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GRAPHIC LOG	Approx. Surface Elev.: 633.5 ft		ОЕРТН, ft.	USCS SYMBOL	NUMBER	TYPE	RECOVERY, in.	SPT - N ** BLOWS / ft.	WATER CONTENT, 9	DRY UNIT WT pcf	UNCONFINED STRENGTH, psf	
<u> </u>	0.4 4" Topsoil	633			_	HS						
	POSSIBLE FILL: LEAN CLAY, TRACE		-	CL	1	SS	10	24	19		5000*	
	SAND AND GRAVEL dark brown to brown, very stiff			CL	,	33	10	24	19		3000	
	Brown, very can					HS						
			A=									
				CL	2	SS	10	. 16	15		5000*	
			5—									
		628	5-		=====	HS						7
	FINE TO MEDIUM SAND, TRACE GRAVEL brown, medium dense		-	SP	3	SS	10	15	7			7
	<u>OTOTTES</u> STORM, MORIAM COMES											
	*		-		====	HS						3
	with clay lenses			0.0			40		44		0000*	
			2	SP	4	SS	12	22	11		6000*	
	U* 8		10-						4			
			, ,			HS						
		20. 32	===									- 1
	FINE TO COARSE SAND, TRACE	21.5	-									
V.	GRAVEL, brown, medium dense		_									-
			-	SP	5	SS	8	25	10			
			=								-	
			15	-		HŞ						300
			÷-									
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hт	SILTY FINE SAND brown, dense, wet	315.5	-				- 55					
	SIETT THE SAND SIOWII, GEIISE, WEL		_	SM	6	SS	10	35	22			
	20	313.5	-	1								
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The bet	e stratification lines represent the approximate boundary lines ween soil and rock types: in-situ, the transition may be gradual.								*(Calibra	ted Hand	Penetrometer
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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	•	Thin-Walled Tube - 2" O.D., Unless otherwise noted	ws:	Wash Sample
PA		Power Auger	FT :	Fish Tail Bit
	•	Hand Auger	RB :	Rock Bit
		Diamond Bit - 4", N, B	BS:	Bulk Sample
AS		Auger Sample	PM:	Pressuremeter
		Hollow Stem Auger	DC :	Dutch Cone
0	•	.,	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:

> -16,000

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:

Very Hard

5 - 12

RELATIVE DENSITY OF COARSE-GRAINED SOILS:

Unconfined Compressive		N-Blows/ft.	Relative Density
Strength, Qu, psf	Consistency	0-3	Very Loose
< 500 500 - 1,000 1,001 - 2,000 2,001 - 4,000 4,001 - 8,000 8,001 -16,000	Very Soft Soft Medium Stiff Very Stiff Hard	4-9 10-29 30-49 50-80 80 +	Loose Medium Dense Dense Very Dense Extremely Dense

		GRAIN SIZE TERMINOLOGY						
RELATIVE PROPORTIONS OF SAND AND GRAV Descriptive Term(s)		Major Compone Of Sample						
(of Components Also	Percent of	Boulders	Over 12 in. (300mm)					
Present in Sample) Trace	Dry Weight < 15	Cobbles	12 in. to 3 in. (300mm to 75mm)					
With Modifier	15 - 29 > 30	Gravel	3 in. to #4 sieve (75mm to 4.75mm)					
RELATIVE PROPC	RTIONS OF FINES	Sand	#4 to #200 sieve (4.75mm to 0.075mm)					
Descriptive Term(s) (of Components Also Present in Sample)	Percent of Dry Weight	Silt or Clay	Passing #200 sieve (0.075mm)					



Trace

With Modifier

UNIFIED SOIL CLASSIFICATION SYSTEM

Criteria	a for Assigning Group Symbols	and Group Names Using	Laboratory Tests ^A	Group Symbol	I Classification Group Name ^B
Coarse-Grained Soils	Gravels	Clean Gravels	$Cu \ge 4$ and $1 \le Cc \le 3^E$	GW	Well-graded gravel ^F
More than 50% retained on No. 200 sieve	More than 50% of coarse fraction retained on	Less than 5% fines ^C	Cu < 4 and/or 1 > Cc > 3 ^E	GP	Poorly graded gravel ^F
No. 200 Sieve	No. 4 sieve	Gravels with Fines	Fines classify as ML or MH	GM	Silty gravel ^{F, G, H}
		More than 12% fines	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 Less than 5% fines C		Cu < 6 and/or 1> Cc > 3 ^E	SP	Poorly graded sand
	No. 4 sieve	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	Silts and Clays	inorganic	PI > 7 and plots on or above "A" line ^J	CL	Lean clay ^{K, L, M}
50% or more passes the No. 200 sieve	Liquid limit less than 50	*	P1 < 4 or plots below "A" line ^J	ML	Silt ^{K, L, M}
NO. 200 SIEVE		organic	Liquid limit — oven dried < 0.75	Οl	Organic clay ^{K, L, M, N}
		Organic	Liquid limit — not dried	OL	Organic silt ^{K, t, M, O}
	Silts and Clays	inorganic	Pi plots on or above "A" line	СН	Fat clay ^{K, L, M}
	Liquid limit 50 or more		PI plots below "A" line	МН	Elastic silt ^{K, L, M}
		organic	Liquid limit — oven dried < 0.75	ОН	Organic clay ^{K, L, M, P}
		Organio	Liquid limit — not dried	ОП	Organic silt ^{K, L, M, Q}
Highly organic soils	Primarily or	ganic 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 Fif soil contains \geq 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

If soil contains ≥ 15% gravel, add "with gravel" to group name.

JIf Atterberg limits plot in shaded area, soil is a CL-ML, 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.

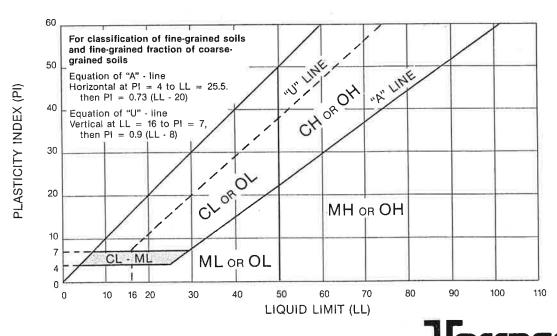
MIf soil contains ≥ 30% plus No. 200, predominantly gravel, add "gravelly" to group name.

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

Agenda Item Number

Public Works Committee #2

Tracking Number

PW 2019-39

Agenda Item Summary Memo

Title: Well No.	7 Generator – Engir	neering Agreement
Meeting and Da	ate: City Council –	- June 25, 2019
Synopsis: Prop	osed engineering ag	reement for the Well No. 7 Generator.
Council Action	Previously Taken:	
Date of Action:	PW 06-18-19	Action Taken: Moved forward to City Council agenda.
Item Number:	PW 2019-39	
Type of Vote R	equired: Positive	
Council Action	Requested: Approv	val
Submitted by:	Eric Dhu Name	
	1 (unit	Agenda Item Notes:
		rigenau reem rivees.



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: <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

Lisa Pickering

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

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.
- 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	Design and Project Manua	l Preparation		8	24		16	2	50	\$ 7,356
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	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	9																											
ITEM		Month:		Ma	у		Jun	е			July	/		Α	ugus	st		Sep	emb	er	Ī	Octobe	er	N	love	mber		Dec	cemb	er		Janu	ıary		Fe	brua	ry		Ma	arch	1		-	April	
NO.	WORK ITEM	Week Starting:	6	13	20 27	3	10 1	7 2	4 1	8	15	22	29	5 1	2 19	9 26	2	9	16 2	3 30	7	14 21	1 28	4	11	18 2	2	9	16	23 3	0 6	13	20	27	3 1	10 17	24	2	9	16	23 3	0 6	6 1	3 20	27
1.1	Design and Project Manual Pr	eparation																																											
1.2	IEPA Construction Permit Coo	ordination																																											
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) Permit Work Item(s)	Bidding & Contracting Work Item(s) Construction Work Item(s)





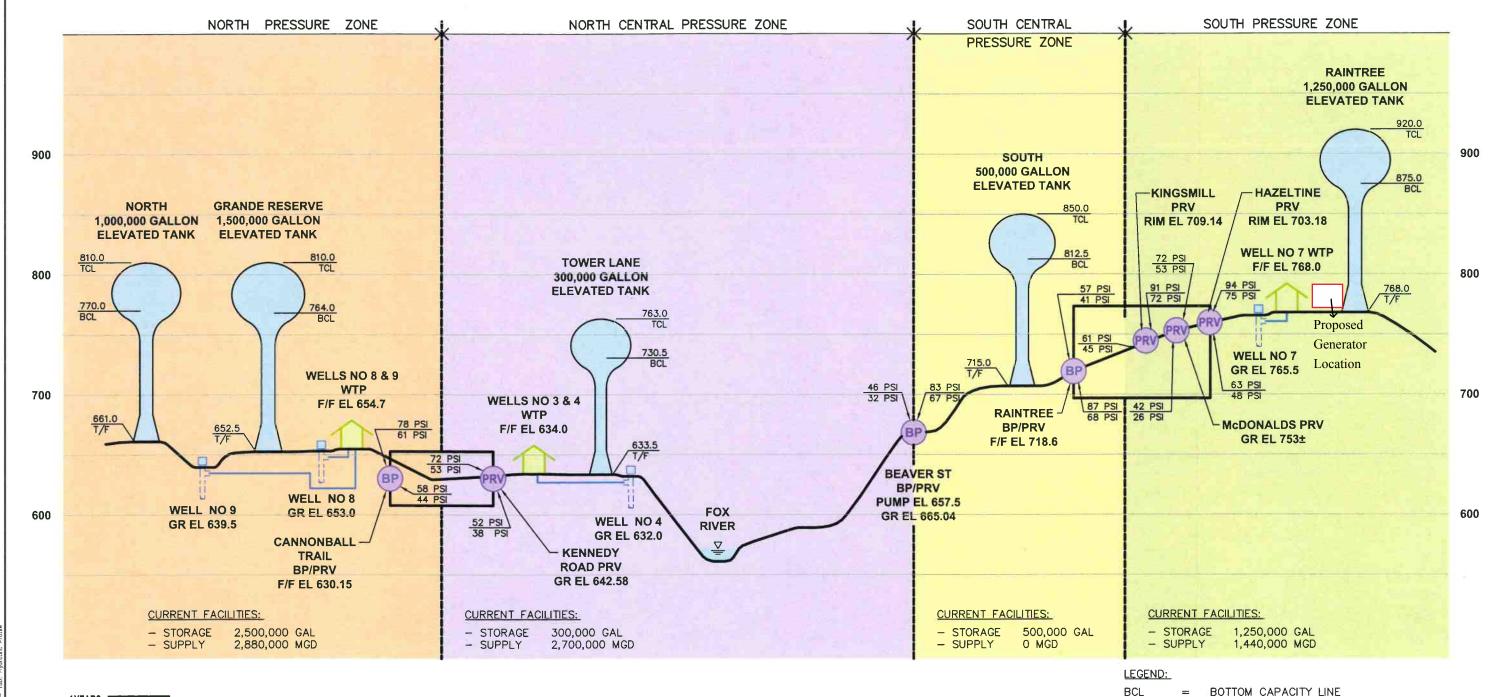
January 1, 2019

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**





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Engineering Enterprises, Inc.

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

PSI **Consulting Engineers** T/F TCL

MILLION GALLONS PER DAY POUNDS PER SQUARE INCH TOP OF FOUNDATION

ELEVATION

GALLONS

GROUND

FINISHED FLOOR

TOP CAPACITY LINE

BP/PRV

EL

F/F

GAL

GR

MGD

WATER TREATMENT PLANT

BOOSTER PUMP/PRESSURE REDUCING VALVE STATION



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

Agenda	Item	Num	ber

Public Works Committee #3

Tracking Number

PW 2019-40

Agenda Item Summary Memo

Title: Elizabeth St. water	main improve	ement – Design engineering agreement							
Meeting and Date: City Council – June 25, 2019									
Synopsis: Proposed engineering agreement for the design of replacing the water main on									
Elizabeth St.									
Council Action Previous	ly Taken:								
Date of Action: PW 06-18	8-19 Ac	etion Taken: Moved forward to City Council agenda.							
Item Number: PW 2019	Item Number: PW 2019-40								
Type of Vote Required:	Positive								
Council Action Requeste	ed: Approval								
	E : DI	D.11: W. 1							
Submitted by:	Eric Dhuse Name	Public Works Department							
	Aş	genda 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:

Exhibit 1: **Professional Engineering Services**

Exhibit 2: Estimate of Level of Effort and Associated Cost

Anticipated Project Schedule Exhibit 3:

Exhibit 4: Location Map

2019 Standard Schedule of Charges Exhibit 5:

L. Notices:

All notices required to be given under the terms of this agreement shall be given mail

addressed to the parties as follows:	the terms of this agreement shall be given man,
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 vectors in connection with required notion	writing from time to time substitute addresses or ces.
Agreed to thisday of	, 2019.
United City of Yorkville:	Engineering Enterprises, Inc.:
John Purcell Mayor	Brad Sanderson, P.E. Vice President
Beth Warren City Clerk	Angie Smith Executive Assistant

EXHIBIT 1

SECTION A - PROFESSIONAL DESIGN ENGINEERING SERVICES

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

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

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

9. The ENGINEER will complete the final plans, specifications and contract documents and submit for approval of the OWNER, and all State regulatory agencies to meet the project schedule(s) as summarized in Exhibit 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.

- 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		DR/	AFTING	ADMIN.	WORK		
			PRINCIPAL	SENIOR	SENIOR		SENIOR		SENIOR		SENIOR		ITEM	C	OST
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.	IT	EM
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	\$	2,312
2.2	Project Meetings		1	2	4	-	-	-	_	-	-	-	7	\$	1,257
2.3	Topographic Survey		-	-	-	-	12	23	_	-	-	-	35	\$	6,458
2.4	Utility Coordination		-	-	2	2	-		-	-	-	-	4	\$	612
2.5	Final Plans, Specifications and Estimates		8	6	50	15	-	-	-	10	30	-	119	\$	18,851
2.6	Permitting		-	-	2	2	-	-	_	-	-	-	4	\$	612
2.7	Bidding and Contracting		-	4	9	3	-		-	-	-	7	23	\$	3,186
	The second secon	inal Engineering Subtotal:	11	20	69	22	12	23	-	10	30	7	204	\$	33,288
		PPO IECT TOTAL.	11	20	60	22	12	22		10	30		204		22 200

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

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



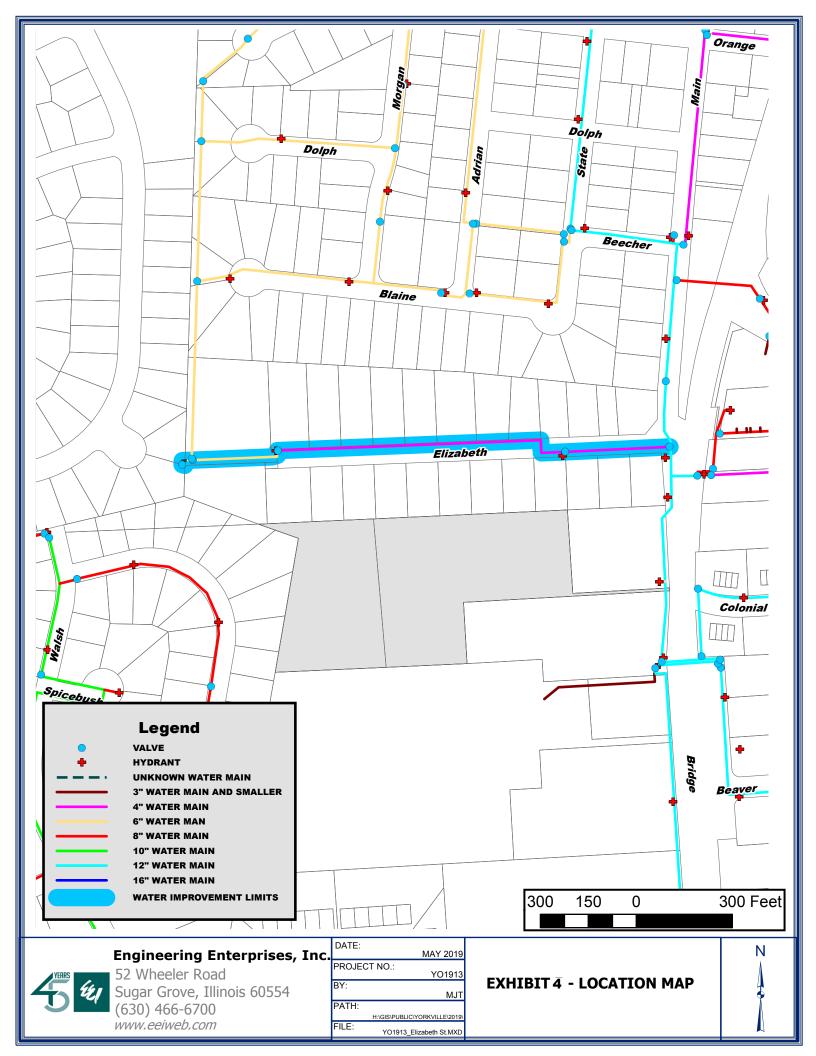
EXHIBIT 3

ANTICIPATED PROJECT SCHEDULE

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

WORK		Year:										2	019																	2	020						
ITEM		Month:		July	У		Au	gust		S	eptem	ber		Octob	oer		Nov	remb	er	D	ecer	mber		J	anua	ary		Fe	brua	iry		Ма	irch			April	
NO.	WORK ITEM	Week Starting:	1	2	3 4	1	2	3	4	1	2 3	4	1	2	3 4	4	1 2	3	4	1	2	3	4	1	2	3	4	1	2 3	3 4	1	2	3	4	1	2 3	4
FINAL 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	





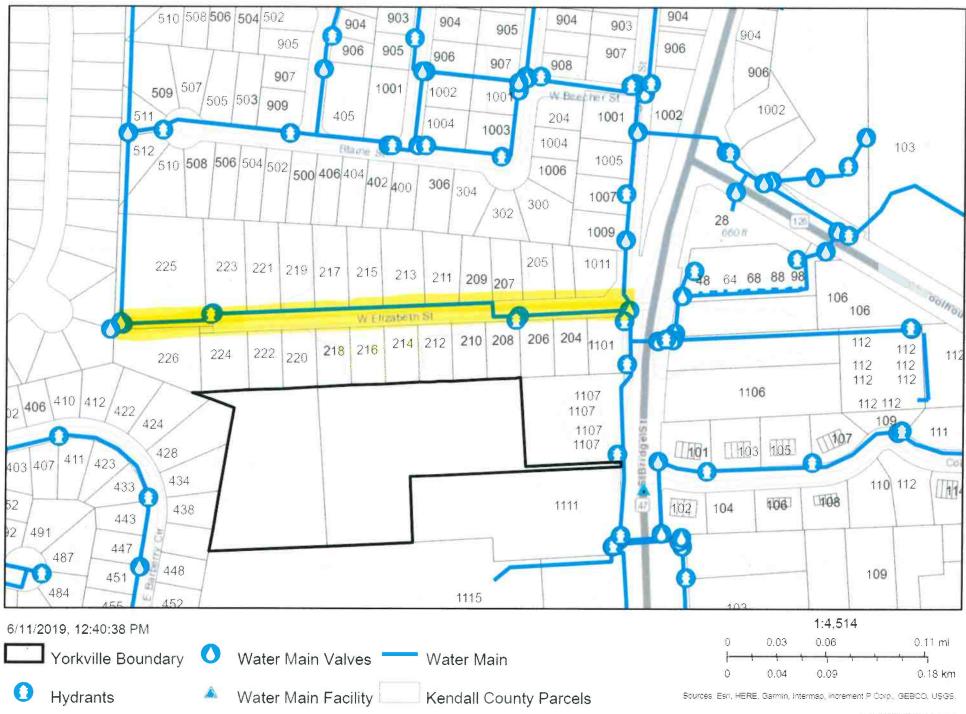
Standard Schedule of Charges

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 * 2 Man Field Crew with RTS or GPS * Vehicle for Construction Observation In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)	\$168.00 \$262.00 \$208.00 \$302.00 \$15.00
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	

Agenda Item Number Public Works Committee #4 Tracking Number PW 2019-41

Agenda Item Summary Memo

Title: Chemical fee	d system – suppl	ly purchase and engineering agreement
Meeting and Date:	City Council –	June 25, 2019
Synopsis: Proposal	for engineering	agreement and purchase of chemical feed system for water
Quality.		
Council Action Pre	viously Taken:	
Date of Action: PW	06-18-19	Action Taken: Moved forward to City Council agenda.
Item Number: PW	2019-41	
Type of Vote Requi	ired: Positive	
Council Action Rec	quested: Approv	al
Submitted by:	Eric Dhu	
	Name	Department
		Agenda 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.

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 writing 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:	Y: 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:		Ма	rch				Apri	I			M	ay			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



Reviewed By:	
Legal Finance	

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

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Agenda	Itam	Man	shar
Agenda	пеш	INUII	шеі

Public Works Committee #5

Tracking Number

PW 2019-42

Agenda Item Summary Memo

Title: Blackberry	Woods (Phase B) – Developmen	t Status				
Title: Blackberry Woods (Phase B) – Development Status Mark: City Council June 25, 2010							
Meeting and Date: City Council – June 25, 2019							
Synopsis: Update							
Council Action Pa	reviously Taken:						
Date of Action: PV	W 06-18-19	Action Taken:	Moved forward to City Council agenda.				
Item Number: PV	W 2019-42						
Type of Vote Req	uired: Majority						
Council Action R	equested: Appro	val					
Submitted by:	Brad Sand	derson	Engineering				
	Nam	e	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)

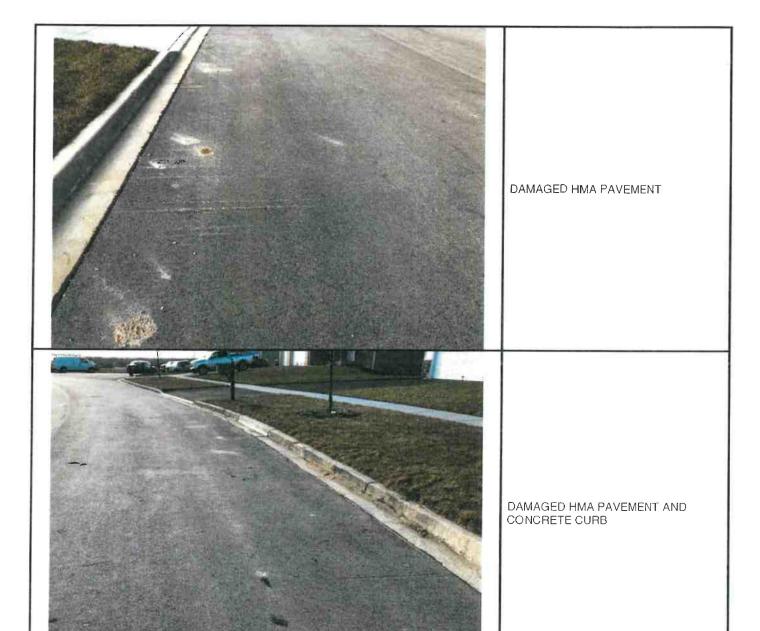
Ms. Kathy Field-Orr, City Attorney (Via e-mail)

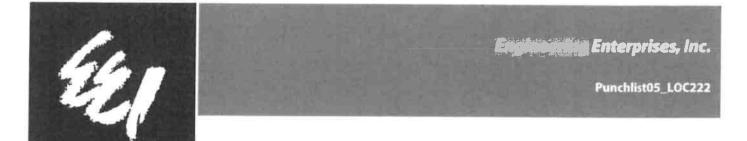
Mr. Aladdin Nassar, Meadowbrook Builders (Via e-mail)

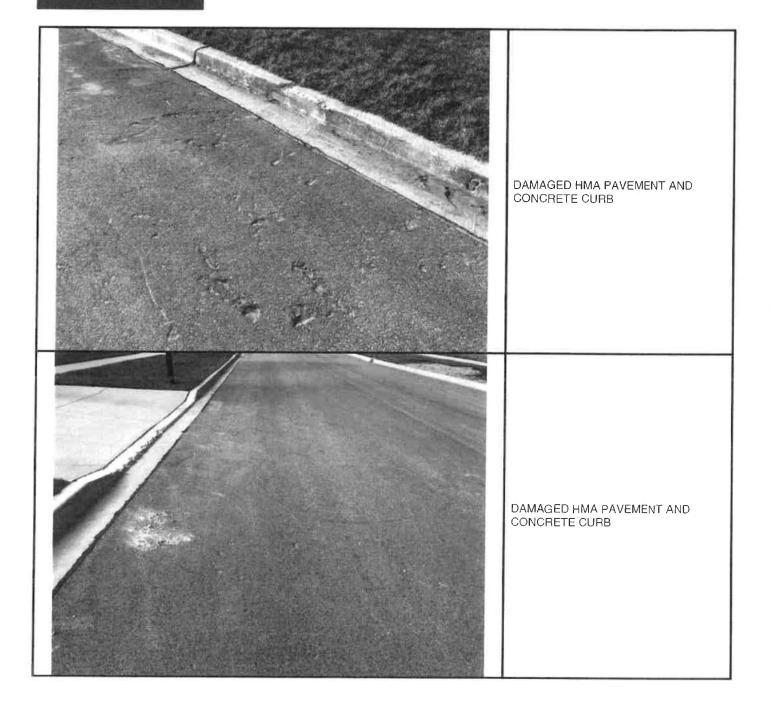
JAM, NLS - EEI (Via e-mail)



Punchlist05_LOC222

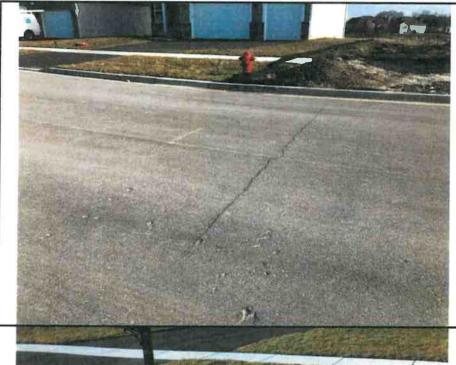








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DAMAGED HMA PAVEMENT



DAMAGED HMA PAVEMENT AND CONCRETE CURB



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



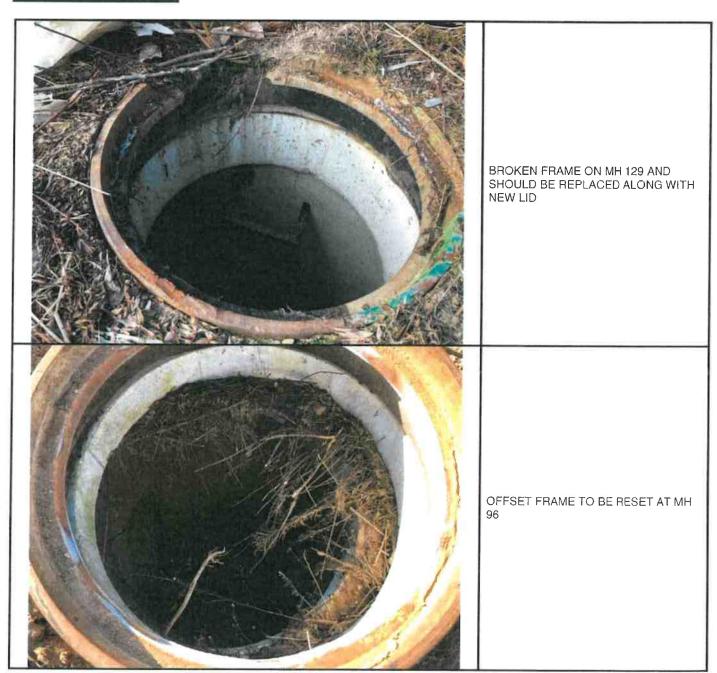
AREA TO BE RESTORED TO BETTER CONDITIONS



INL 140 TO BE CLEANED OF DEBRIS



Punchlist05_LOC222





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

Agenda Item Number

Public Works Committee #6

Tracking Number

PW 2019-43

Agenda Item Summary Memo

Title: 2018 Road to Better Roads Program			
Meeting and Date: City Council – June 25, 2019			
Synopsis: Recommendation to Approve Request for Change in			
Plans And Final Payment Estimate			
Council Action Pre	viously Taken:		
Date of Action: PW 06-18-19 Action Taken: Moved forward to City Council agenda.			
Item Number: PW	2019-43		
Type of Vote Required: Majority			
Council Action Requested: Approval of Request 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		luction 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)	To	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	\$	143
INCIDENTAL HMA SURF	TON	1.00	85.00	D	\$:+	\$	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	\$		\$	1,312.50
DETECTABLE WARNINGS	SQ FT	22.00	25.00	Α	\$	550.00	\$	
SIDEWALK REMOVAL	SQ FT	995.00	1.80	D	\$	H	\$	1,791.00
CL D PATCH T1 2	SQ YD	287.00	15.00	D	\$	9	\$	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	\$	at a	\$	5,348.00
CRACK ROUTING (PAVT)	FOOT	3292.00	0.01	Α	\$	32.92	\$	327
CRACK FILLING	POUND	1098.00	1.40	Α	\$	1,537.20	\$	
AGG WEDGE SHLD TYPE B	TON	36.00	30.00	Α	\$	1,080.00	\$	3₩3
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> </u>	\$	130.00
THPL PVT MK LINE 4	FOOT	112.00	0.89	Α	\$	99.68	\$	36.
THPL PVT MK LINE 6	FOOT	102.00	1.54	Α	\$	157.08	\$	₹
THPL PVT MK LINE 12	FOOT	490.00	3.03	D	\$	77	\$	1,484.70
THPL PVT MK LINE 24	FOOT	10.00	6.05	D	\$	- 4	\$	60.50
PCC DRIVE REM & REPL	SQ YD	4.00	80.00	Α	\$	320.00	\$	3.83
SEEDING, CL 1A SPL	SQ YD	325.00	23.00	Ð	\$		\$	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	\$	255
					\$	20	\$	252
					\$	-	\$	-
					\$		\$. 34:
					\$	35	\$	2#1
			Tot	al Changes:	\$	19,382.88	\$	49,294.53

Total Net Change:	\$	(29,911.65)	
Amount of Original Contract:	\$	385,182.36	
Amount of Previous Change Orders:	\$	*	
Amount of adjusted/final contract:	\$	355,270.71	
Total net <u>deduction</u> to date <u>\$</u> (addition, deduction)	(29,911.6	65) which is	-7.77 % of the contract price.
State fully the nature and reason for the cha	nge:		,
			nore, or the time of completion is increased or
decreased by 30 days or more, one of the fo	Ilowing statements	must be checked	d:
The undersigned has determine at the time the contract was sign		ances which nec	essitate this change were not reasonably foreseeable
The undersigned has determine	ed that the change is	s germane to the	e original contract as signed.
The undersigned has determine	ed that this change i	s in the best inte	erest of the Local Agency and is authorized by law.
,,			
		Prepared	by:
			Title of Preparer
For County and Road District Project	ets		For Municipal Projects
	30		
Highway Commissioner			Municipal Officer
Date		-	Title of Municipal Officer
Submitted/Approved			Date
County Engineer/Superintendent of Highway	ys	Approved	I
Date			
			Regional Engineer
		39	Date
Note: Make out separate form for change in Give net quantities Submit 6 Originals If plans are required attached 3 sets.	າ length quantities.		



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:	<u> 18 - 00000 - 00 - GM</u>	Total Brought Forwa	ard \$355,270.71
	Miscellaneous Extras and Credits	Value	S
			_
		Total Miscellaneous Extras and Cred Total Value of Completed We	
	Miscellaneous Debits	Values	
			_
		Total Miscellaneous Deb	pits
		Net Cost of Sect	
		Previous Payme	
		Net Amount D	
	L	.voc. anount b	<u> </u>
Signed:	B 11 15 10 10 11 1		Data
	Resident Engineer/Consultant		Date
Signed:			
	Local Agency		Date
Approved:		<u> </u>	
	Regional Engineer		Date
Page <u>2</u> of <u>2</u> Printed on 6/7/2019	3:42:57 PM		BLR 13231 (Rev. 1/06)



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

Agenda Item Number

Administration Committee #1

Tracking Number

ADM 2019-26

Agenda Item Summary Memo

Title: Monthly Trea	asurer's Report for	May 2019	
Meeting and Date:	City Council – Ju	ine 25, 2019	
Synopsis:			
Council Action Pre	viously Taken:		
Date of Action: AD	M 06-19-19 A	ction Taken: Moved	forward to City Council agenda.
Item Number: AD	M 2019-26		
Type of Vote Requi	ired: Majority		
Council Action Rec	quested: Approval		
Submitted by:	Rob Fredrick	son	Finance
	Name		Department
	A	Agenda Item Notes:	



UNITED CITY OF YORKVILLE

TREASURER'S REPORT - for the month ending May 31, 2019

Cash Basis

BILE ILL	May Revenues	YTD Revenues	Revenue Budget	% of Budget	May Expenses	YTD Expenses	Expense Budget	% of Budget
General Fund								
01 - General	\$ 1,372,293	\$ 1,372,293	\$ 16,469,238	8%	\$ 1,269,749	\$ 1,269,749	5 16,469,238	8%
Special Revenue Funds								
15 - Motor Fuel Tax	43,464	43,464	534,904	8%	6,149	6,149	718,788	1%
79 - Parks and Recreation	263,516	263,516	2,244,988	12%	221,330	221,330	2,343,405	9%
72 - Land Cash	406,116	406,116	58,435	695%	-	-	104,850	0%
87 - Countryside TIF	96	96	232,318	0%	53,603	53,603	923,808	6%
88 - Downtown TIF	8,667	8,667	80,000	11%	3,311	3,311	426,484	1%
89 - Downtown TIF II	2,001	2,001	-	0%	-	-	35,000	0%
11 - Fox Hill SSA	1,142	1,142	13,381	9%	-	-	30,977	0%
12 - Sunflower SSA	1,284	1,284	18,140	7%	-	-	13,977	0%
Debt Service Fund								
42 - Debt Service	27,165	27,165	324,025	8%	-	-	324,025	0%
Capital Project Funds								
25 - Vehicle & Equipment	27,227	27,227	161,112	17%	6,491	6,491	295,470	2%
23 - City-Wide Capital	25,177	25,177	3,922,029	1%	73,091	73,091	4,548,408	2%
Enterprise Funds								
* 51 - Water	87,382	87,382	4,699,931	2%	197,015	197,015	5,770,144	3%
* 52 - Sewer	78,577	78,577	2,149,679	4%	48,856	48,856	2,538,097	2%
Library Funds								
82 - Library Operations	135,555	135,555	1,576,751	9%	83,303	83,303	1,620,345	5%
84 - Library Capital	9,862	9,862	50,100	20%	-	-	75,500	0%
Total Funds	\$ 2,489,523	\$ 2,489,523	\$ 32,535,031	8%	\$ 1,962,898	\$ 1,962,898	36,238,516	5%

^{*} Fund Balance Equivalency

As Treasurer of the United City of Yorkville, I hereby attest, to the best of my knowledge, that the information contained in this Treasurer's Report is accurate as of the date detailed herein. Further information is available in the Finance Department.



Reviewed By:	
Legal Finance Engineer	
City Administrator	

Human Resources Community Development Police Public Works Parks and Recreation

Agenda	Item	Num	hei
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Administration Committee #2

Tracking Number

ADM 2019-32

Agenda Item Summary Memo

Title: Nepotism	n Policy	
Meeting and D	eate: City Council – June 25,	2019
Synopsis: See	attached memo.	
Council Action	Previously Taken:	
Date of Action:	ADM 06-19-19 Action T	aken: Moved forward to City Council agenda.
Item Number:	ADM 2019-32	
Type of Vote F	Required: Majority	
Council Action	Requested: Approval	
Submitted by:		Administration
	Name	Department
	Agenda	Item Notes:



Memorandum

To: Administration Committee

From: Erin Willrett, Assistant City Administrator

CC: Bart Olson, City Administrator

Date: June 19, 2019

Subject: Revising Section 2.19 Nepotism, United City of Yorkville

Employee Manual

Summary

Revising Section 2.19 Nepotism Policy to the Employee Manual.

Background

Section 2.19 is currently known as the Nepotism Policy. The red-lined version is attached for your reference. Staff is currently reviewing the Employee Manual in its entirety but are first cleaning up sections that are out of compliance. The Nepotism Policy amendment reflects the need to address these items on a case-by-case basis. The need to apply these rules consistently was also added to the language of this section. The city does not promote favoritism and the revised language is meant to reiterate that point.

Recommendation

Staff recommends amending Section 2.19 Nepotism Policy as outlined in the attached red-lined version of the City of Yorkville Employee Manual.

A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, APPROVING AN AMENDMENT TO THE UNITED CITY OF YORKVILLE EMPLOYEE MANUAL

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 this State; and,

WHEREAS, the City desires to amend the portion of its Employee Manual which addresses the Nepotism Policy in order to maintain a consistent policy; and,

WHEREAS, it has been determined to be in the best interests of the City to amend Section 2.19 of the Employee Manual, in the form attached hereto in Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois that Section 2.19 of the United City of Yorkville Employee Manual is hereby amended by deleting said Section 2.19 in its entirety and replacing Section 2.19 as set forth on Exhibit "A" attached hereto and incorporated herein.

Passed by the City Council	il of the U	nited City of Yorkville, K	endall County, Illinois this
day of	_, 2019.		
		City Cler	k
KEN KOCH		DAN TRANSIER	
JACKIE MILSCHEWSKI		ARDEN JOE PLOCHE	R
CHRIS FUNKHOUSER		JOEL FRIEDERS	
SEAVER TARULIS		JASON PETERSON	
Approved by me, as Mayo	or of the U	Inited City of Yorkville, k	Kendall County, Illinois, this
day of	_, 2019.		

MAYOR

Attest:		
City Clerk		

EXHIBIT A

Section 2.19 Nepotism

Section 2.19.1 Prohibition on Employing the Spouse/Relatives of Department Heads/Elected Officials/Paid Appointed Officers (Anti-Nepotism)

- a. It shall be the policy of the City that it shall not employ the spouse or a relative of the following Department Heads, Elected Officials, or Paid Appointed Officers: Mayor, Aldermen, Clerk, Treasurer, City Administrator, Chief of Police, Director of Parks and Recreation, Director of Finance, City Engineer, Director of Public Works, Community Development Director, Building and Zoning Officer, and City Attorney. For this purpose, a relative is deemed to mean a spouse/parents, grandparents, children or grandchildren, siblings, aunts, uncles, <u>nieces</u>, <u>nephews</u>, in-laws, and step relatives within the same categories.
- b. This policy restricting employment of certain spouses and relatives shall not apply to any prohibited relationships existing on the date of passage of this provision. These issues will be addressed on a case-by-case basis and will be applied consistently without regard to marital or familial status.

Section 2.19.2 Spouse/Relatives of Department Heads/Elected Officials

- a. The employment of a spouse or a relative of any Department Head or elected official may be subject to a confidentiality disclosure agreement or conflict of interest agreement as deemed necessary by the City Attorney. For this purpose, a relative is deemed to mean a spouse, parents, grandparents, children or grandchildren, siblings, aunts, uncles, <u>nieces, nephews,</u> in-laws, and step relatives within these categories.
- b. This policy is intended to comply with the requirements of all applicable federal, state, and local laws.
- c. These issues will be addressed on a case-by-case basis. The City Administrator is responsible for the coordination, administration and implementation of the provisions of this policy as approved by the City Council.

Section 2.19.3 Relatives of All Employees

- a. The purpose of this policy is to establish consistent guidelines concerning the employment of relatives of employees of the City. Relative is deemed to mean a spouse, parents, grandparents, children or grandchildren, siblings, aunts and uncles, in-laws and step-relatives, within these categories. It is the policy of the City to provide all employees with equal employment opportunities for career advancement without fear of favoritism or penalty, actual or implied, based on family relations.
- b. The employment of a relative of any full-time City employee, in a full or part-time position, is prohibited if such employment shall cause the new employee to come under direct supervision of or provide direct supervision to the related full-time employee.

- c. Full-time City employees will not be considered for promotion or transfer if such change shall cause the employee to come under, or to provide direct supervision to a related City employee.
- d. If employees in a supervisory relationship become related after employment, every effort will be made to transfer one of the employees to a position where no supervisory relationship exists. If neither employee volunteers to transfer, the City Administrator will arrange an involuntary transfer at his or her discretion. Transfer decisions may be based on, but are not limited to, such factors as the grade of each affected employee's position, the availability of openings for which the affected employees are qualified, and the availability of replacement candidates for the affected employees' positions.
- e. This policy is intended to comply with the requirements of all applicable federal, state and local laws.
- f. The Mayor or his designee is responsible for the coordination, administration and implementation of the provisions of this policy as approved by the City Council. Prior to the application of this policy regarding employment or transfer decisions with respect to spouses, supervisors must contact the Mayor to ensure compliance with applicable federal, state and local laws.



Reviewed By:	
Legal Finance Engineer	

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

Agenda Item Number
City Council Report #1
Tracking Number
ADM 2018-88

Agenda Item Summary Memo

Title: Sale of 111 W. Mac	dison Street (Old	Jail)
Meeting and Date: City	Council – June 2	5, 2019
Synopsis: See attached m	iemo.	
Council Action Previous	y Taken:	
Date of Action: N / A	Action	Taken:
Item Number:		
Type of Vote Required:	Majority	
Council Action Requeste	d: Direction to ne	egotiate with one group
Submitted by:	Bart Olson	Administration
	Name	Department
	Agen	da Item Notes:



Memorandum

To: City Council

From: Bart Olson, City Administrator

CC:

Date: June 20, 2019

Subject: Sale of 111 W Madison St (Old Jail)

Summary

Presentation from both proposers on their offer for the Old Jail, including details on plans, timelines, and TIF assistance request.

Background

This item was last discussed at the May 14th City Council meeting. At that meeting, the City Council received an update that both proposers were still refining their TIF assistance request and that a meeting with the Mayor would be scheduled with each proposer in the near future. Since that meeting, both proposers have conducted the Mayor meeting and are ready to give a presentation to City Council.

We expect both proposers will give a 5-10 minute presentation to City Council and be open to City Council questions at the meeting. We have included the original development proposals as a general point of reference, but staff has chosen not to include details of their initial TIF assistance request or the back-and-forth of the meeting with the Mayor, in order to preserve the competitive nature of the process. Additionally, some of the comments from the Mayor and staff in the meeting were more guiding in nature, rather than a yes/no scenario; this means that I would expect some parts of the TIF assistance request from each proposer to be new information at the time of the City Council presentation. In general, I expect both development proposals to be viable and each TIF assistance request to be in line with our past TIF agreements.

Recommendation

After each proposal has been heard and discussed as a group, staff requests City Council choose one of the proposers to negotiate a purchase and development agreement. Depending on the complexity of that negotiation process, we would then bring an agreement to a future City Council meeting.



Proposal to Purchase 111 West Madison Street, Yorkville IL 60560

By:

Imperfect Angels Organization 422 Park Ridge Lane, Unit B Aurora, IL 60504

Contact Person:

Jetara Perry

<u>ietaraperry@imperfectangels.org</u> office: 630-723-6224 cell: 630-281-0750

www.imperfectangels.org
Years in Business: 3

Our Team

Jetara Perry – Executive Director Addie Forth – Coordinator of Activities and Events Laura Bermudez – Human Resources Chrystie Kovalev – Funding Advisor Jermaine Brown – Janitorial Jeanice Webb – Secretary

Other Positions

Part-Time Receptionist – TBD Volunteers for Center - TBD Architect – TBD Contractor – TBD Appraiser – TBD Electrician & Plumber – TBD HVAC - TBD Business – Prospects - TBD

PROJECT

Vision

Our vision for this property is to purchase the property and land to redevelop the building into a multi-purpose commercial building. The first floor of the main building will consist of studio suites available for small-businesses to lease to provide their products and/or services in a safe and secure environment. The second floor of the building will be used as a shelter/resource center for women in hardships, as well as a community center for residents and city representatives to use. The attached structure to the original building will be used as a new detailing/car wash business on the ground floor and the second floor will be rehabilitated as a residential 2- or 3- bedroom rental unit.

Commercial Suites

During our research we have found this business option to be very beneficial for this location. We have had the opportunity to meet with many perspective leaseholders for the suites to discuss the possibility of their businesses being transferred to this location upon signing a minimum of 5-year lease agreement. Having the different small-businesses in one building will bring great revenue to the city but more importantly bring convenience to the Yorkville residents to have many of their wants and needs available all under one roof. We are currently working with insurance agents, hair salon owners, restaurant owners and massage therapists.

Community/Resource Center

Imperfect Angels Organization was founded in February of 2016 with a mission to help youth and women reach their full potential. We have grown substantially over the years in our youth program for young girls that helps them with interpersonal skills, business basics, college preparation and more. We have shown over a 30% increase in GPAs, increase in college acceptance and high school graduation rates over the past 3 years. Currently we are based out of the Aurora Police Department, but our vision for the future success of our organization extends way further than our position today.

Our plans for the community center will include but not limited to, a health and wellness room for members to use for individual exercising and attend classes that will be conducted for health and wellness needs. We plan to have meeting rooms available for the use of the city representatives and/or instructors that will volunteer to host seminars and educational classes to the members on credit counseling, business, budgeting, technology innovation and more.

After surveying and conducting interviews with many of the Yorkville residents, we have shown an abundance of concern with the youth of Yorkville not having a safe environment to come to during their free time. We will have specialized rooms for the youth and young adults to use as well, such as a WI-FI Homeroom they can come to get tutoring, work on homework individually or with peers which will also include a small sound padded game room, an art room for projects filled with supplies for use, trade rooms for high school students and adults that will have a volunteered facilitator that is certified and trained to give instructional classes on different trades that are available in today's industry and a music room.

Last, we will have a reception area that women with hardships can come to get assistance. We will have connections with many of the surrounding organizations that provide

food, clothing, shelter, monetary assistance and more to become a referral site for these women to become a stepping stone in their time of need. In this area we will also allow them access to get assistance with resume writing, job-seeking and budgeting with one of our trained facilitators or staff member to build an individual plan for their success in self-sufficiency and stability.

Attached Structure

We will rehab the rental property on the second floor to provide a residence for a new or current Yorkville family at an affordable rate. The ground level will be changed from a garage to a small-business commercial suite. With the summer being the peak of the Yorkville downtown area, we want to give the visitors and residents businesses that provide them with their everyday wants and needs while visiting the downtown area as well as bring in great revenue streams for the City of Yorkville as well.

Site Plan

*Please see attached sheets

Additional Information & Requests

- We already have business owners interested in renting the commercial spaces listed
- We have surveyed residents throughout the City of Yorkville to determine the most beneficial factors needed for their community
- We are requesting the City to cover the costs for all Hazardous materials in the building
- We are requesting the City to participate with all renovations needed for sidewalks, fire suppression, sewer concerns, water connections, and improvements needed regarding the street right-of-way that may be needed later
- We request for the City to approve the right to occupy the parts of the building that will be renovated, brought up to code and rehabbed during each off the phases of our construction plan prior to the actual completion date

*All final requests for City of Yorkville participation of this project will be given with final Purchase Request upon approval of this proposal

Financials

Budget:

Purchase Price: \$500

Rehab Costs: \$250,000+ (estimated)

Other: \$5,000

Planned Financial Assistance

TIF assistance - Yorkville

Tax-Credit Assistance Programs (If applicable)

Grants

Landmarks of Illinois – 50/50 Grant Cynthia Woods Mitchell Fund

National Trust Preservation Fund Save America's Treasures Grant Program Housing Preservation Grant Program
Historic Preservation Fund
National Institute of Food and Agriculture
Home Depot Foundation
Fidelity Foundation
Coca Cola Foundation
Duke Energy
Alcoa
TJX Foundation
Harry and Jeanette Weinberg Foundation

After-School Matters
3M
Emerson Foundation
Bank of America
Allstate Foundation
Exxon Mobile
Ecolab Foundation & more...

Sponsors

Mutual Ground MooseHeart Hesed House Local Organizations and Businesses

5-year business Pro Forma, post completion

*Please see attached sheets

Construction Timeline (from agreed start date)

Phase One: Agreed Start Date - 6 Months

During this phase we will be conducting the immediate repairs and protective services for the building to prevent further damage and get the building up to code. This will consist of the city participation that is requested above, inspections and gaining all licensing and permits needed at the city and county level.

Phase Two: Month 6 - Month 12

During this phase we will be working on the attached structure, currently the garage and second floor apartment, which will be rehabbed and rented out to generate the first revenue streams of the project for cash flow to start. This phase will also include the ground keeping around the location such as the sidewalk renovations, landscaping, etc.

Phase Three: Month 12 - Month 18

During this phase we will be completing the first floor of the main building to prepare the commercial suites per contracts with business owners. Upon completion we will be able to move-in businesses and start those additional revenue streams.

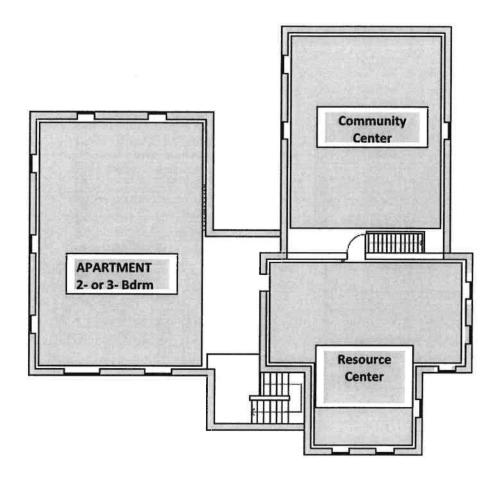
Phase Four: Month 18 - Month 24

In this last phase we will be completing the second level of the main building for the community and resource center. This will be the final of the current project as the third floor will be used as storage until future use is needed.

*Any and all part of this proposal are subject to change

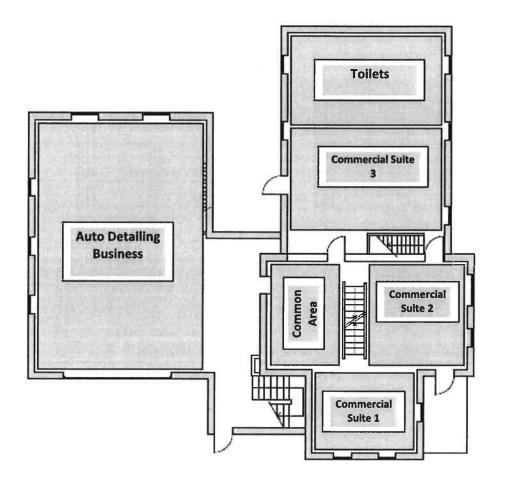
Site Plan

2nd Floor – Main Building



Site Plan

1st Floor - Main Building





Financial Overview

Below is a structured list of the intended funding for the initial construction costs to the property at 111 W Madison Street, Yorkville IL, by our current sponsors, supporters and grantors. Our starting budget goal is \$174,000. We currently have \$14,029 in hand.

- Ecolab Foundation This foundation has funded our program for the last 2 years to sustain our program and events. Their funding just increased by 15% due to our increase of community involvement we have presented.
- Walmart Community Grants We currently get \$1,500 per year from this
 fund for our program at the scale we are currently at, but due to the large
 increase in reach we will have with this center in Yorkville, Walmart has
 approved us the availability to apply for an increase which grants up to
 \$5,000 per year.
- Home Depot Foundation One of our staff members have been in contact
 with a representative for this grant program regarding this project and
 they have expressed great enthusiasm in assisting with a large donation of
 materials and supplies needed.
- Lowes Community Partners Grant Program This program will also be a great grant opportunity for this project and has no cap on amount willing to contribute. The Lowe's Foundation was presented without proposal and expressed interest in our project per application being submitted after we retain ownership of the property.
- Community Foundation of Fox River Valley We have a pledged amount of \$1,000 from this group to put towards repairs.
- Landmarks of IL We have a pledged amount of at least \$5,000 on a 50/50 grant for the Roof repairs.
- Yorkville Fundraising Fund We will request the balance of the Yorkville fundraiser that was conducted to help sustain this building.
- Donations/Fundraisers The Imperfect Angels staff have started preparations for fundraisers and events to be held upon gaining ownership of this property to assist with repairs. These are expected to bring a minimum of \$20,000 to this cause.
- Bank Loans The President of Imperfect Angels have sat with a commercial banker at Naperville Bank and Trust to discuss options on financing any leftover amounts needed beyond our strategies for donations, fundraisers and grants. The bank is very impressed with our project and looks forward to working with us if it is needed.

- Additional Grants We have many other not-for-profit organizations that are partnering with us on this project should we gain ownership of the building. This will allow us additional capabilities of additional grants found to assistance in a success project completion.
- Please also refer to the proposal for additional grant opportunities that we have found and Imperfect Angel's project would qualify for. We expect to take advantage of all opportunities afforded to us.

Please feel free to reach out to Imperfect Angels with any questions, as we look forward to hearing from you soon!

Sincerely,

Jetara Perry

President/Director Imperfect Angels Organization

Office: 630-723-6224 Cell Phone: 630-281-0750

Em: <u>ietaraperry@imperfectangels.org</u>

WWW.ImperfectAngels.ORG

For donations, please visit our fundraiser below...Thank You!

https://www.gofundme.com/2019-college-tourhigh-school-girls?sharetype=teams&member=1057642&rcid=r01-15414743007-1df5af7e960c4ad6&pc=ot co campmgmt m

111 W. Madison St, Yorkville IL Project Yr 2021 - Yr 2026

*Financial Statements in U.S. Dollars

	ve		

Donations Grants **Auto Detailing Business** Rental Property - Apartment

IA Community/Resource Center

Commercial Suite 1 Commercial Suite 2

Commercial Suite 3

Gross Sales

Less: Sales Returns and Allowances

Net Sales

\$ 24,000.00
\$ 50,000.00
\$ 49,920.00
\$ 15,600.00
\$ 48,000.00
\$ 9,300.00
\$ 9,300.00
\$ 11,700.00
\$ 217,820.00
\$ 4.992.00

Average of 500 members per month

212,828.00

Expenses

Advertising

Community/Resource Center

Bank Loan Payments

Bank Charges

Contract Labor

Dues and Subscriptions

Insurance

Legal and Professional Fees

Licenses and Fees

Miscellaneous/Reserves

Office Expense

Payroll Taxes

Repairs and Maintenance

Supplies

Telephone/Cable/Internet

Taxes

Utilities

Wages

Total Expenses

Net Operating Income

Net Income (Loss)

\$ 4,200.00
\$ 17,000.00
\$ 12,600.00
\$ 1,320.00
\$ 3,600.00
\$ 2,793.00
\$ 2,400.00
\$ 4,200.00
\$ 3,500.00
\$ 6,000.00
\$ 750.00
\$ 3,397.00
\$ 1,800.00
\$ 2,400.00
\$ 3,600.00
\$ 3,687.00
\$ 9,000.00
\$ 68,640.00

150,887.00

61,941.00

61,941.00

To whom it may concern,

I met with Jetara Perry on March 14 with Bob Orr as representatives of SCORE.

We discussed the following:

Entity structures

Commercial Construction Lending and Process Owner Occupied

Commercial Real Estate Mixed Use Investment Real Estate

Proformas (tenant)

I am currently employed in the field of business banking and have reviewed similar requests.

Sincerely,

Barbara Piesz

630-803-0897

WWW.SCORE.ORG

Bart Olson

From: Jetara Perry < jetaraperry@imperfectangels.org>

Sent: Thursday, April 04, 2019 7:04 AM

To: Bart Olson

Subject: Re: Proposal for the jail

Hi Bart,

Thank you for reaching out.

I tried to seek out grants for this project and I kept running into the same problem, which was not having ownership of the property and no confirmed proposal to apply fully for each new grant because we have not gained the property as of yet. But we have 2 grant writers already researching grant opportunites and preparing applications and proposals for the grants in the case we move forward.

However, I will provide a contact for the Aurora Police Department, this will be stated below. We have been with the Aurora Police Department for 3 years now, as this is our primary location of our workshops we hold twice per month.

I have been working with SCORE Organization for almost a year regarding expanding my organization and business. I have also spoke with a commercial banker through SCORE Organization, to discuss options regarding commercial loans our organization will qualify for in the basis our grants, donations and fundraisers does not cover the entire project. I included her confirmation of our meeting with the proposal. This organization provides us with access to established business owners, CEOs, attorneys, accountants, and more. They will also be working with us on this project should we decide to move forward.

Our team is very diverse and contains people that are a part of Imperfect Angels and not. Our Board Members will not all participate in the daily operations, but will be involved with voting on operations, compensation and leadership. My architect's name is Tom, he owns TES Architects, and he has done historical work in downtown Naperville, IL. They have done great commercial work in Dupage County, including Pavillions, Restaurants, Park Districts and more. We have been in contact with some contractors, mechanical engineers, and other contract laborers, which has helped find great facilitators for our future seminars but have not signed or decided on which company we will allow the job.

We have met with prospective leasees regarding the commercial spaces. We have not signed leases due to the protection of our organization, as we do not want any obligations until things are finalized but we have talked seriously with these owners. We felt it was important to have our leasees as early as possible in the construction process. These business owners will be first time business partners with us but they are mostly established businesses based out of Yorkville and Plano. The Auto Detailing business will be the only new business that will open as a startup.

Aurora Police References:

Skyy Calise

Susan Gaffino
Patrol Secretary
630-256-5208
gaffinos@apd.aurora.il.us

Thank you and I look forward to hearing from you.

On Mon, Apr 1, 2019, 12:01 PM Bart Olson < BOlson@yorkville.il.us > wrote: Hello Jetara, Thanks for submitting a proposal! We had some brief discussion at the March 26th City Council meeting, and I would expect another brief discussion at the April 9th City Council meeting if you are able to attend. The City Council asked staff to provide some additional information about the proposals in advance of that April 9th City Council meeting, and so we are trying to compile materials in advance of a public meeting packet deadline of 8am Thursday, April 4th. Whatever info you can provide before then is appreciated but not entirely necessary – we anticipate a fuller discussion at a future meeting once both proposals have been more thoroughly vetted. Can you tell me about your team's history in developing commercial property or mixed use buildings? In the proposal you have a number of potential businesses and spaces, including a car wash/detailer, hair salon owners, restaurant owners, and massage therapists. Can you tell me how far along those discussions are with each business? Have you ever worked with them in a tenant/landlord capacity in the past? Are these established businesses or new businesses? Can you tell me a little bit about your relationship with Aurora Police Dept? Can you give me a point of contact with Aurora Police Department that I can call for reference type questions? I see that you have a number of foundation commitments – can you provide proof of those commitments? Thanks, Bart Olson, ICMA-CM City Administrator United City of Yorkville 630-553-8537 direct 630-553-4350 City Hall 630-308-0582 cell bolson@yorkville.il.us

-Jetara Perry

Proposal for The Kendall County Historic Jail.

Principles:

Peter McKnight and Cary Coles

New LLC to be formed upon approval:

Corporate Address:

659 North Carpenter Chicago Illinois 60642

Peter McKnight

Phone 7732406546
petermcknight@gmail.com
228 Oakland Ave
Spartanburg SC 29302

Cary Coles

Phone 3124938709 <u>carycoles@gmail.com</u> 659 North Carpenter Chicago Illinois 60642

The Executive Team:

<u>Cary Coles</u>: an entrepreneur, executive and strategic consultant who is passionate about real estate and construction. With over 30 years of experience in both domestic and international markets.

Cary is currently the Vice President of ArcherTech Inc, a Chicago based low voltage electrical contractor.

Prior to being Vice President of ArcherTech, Cary got his start as a business owner founding several successful companies: Nucleus Real Estate Group, Inc, Nucleus Construction Group Inc, Big City Construction and Strategic Sur Trading Company, with operations in the North America, South America and Canada.

Peter McKnight: Developer & Construction professional with 25 years experience has owned, operated, and personally supervised the construction of 53 (from the ground up) homes and commercial buildings. One of these homes was the selected property in "House Hunters International."

A graduate of the Loyola University of Chicago with concentrations in Political Science and Accounting. Peter is a licensed Real estate agent in the State of South Carolina and has worked in both commercial and residential development since 1988.

Peter most recently successfully restored two historic homes in Spartanburg South Carolina. One of these homes is in the Hampton Heights Historic District & requires extensive brick tuckpointing and facade restoration. The second, a 1908 Queen Anne home had been completely clad with asbestos siding. This effort met all permitting and inspection requirements for its complete removal. Both homes were vacant prior to purchase and one was on a preliminary list for demolition.

These two properties turned out to be financially viable efforts, while also adhering to the historic preservation rules as well as the removal of previous improvements that were in violation of those rules and regulations.

Prior to these restorations Peter personally developed 53 homes and commercial spaces in the past 8 years.

Project Team:

Cary Coles - Owner consulting real estate advisor market analysis
Peter McKnight - Owner Project Supervisor
Jim Ascot: Ascot Realty Group President
Kevin Klimeck - Consulting Architect
Neal McKnight - Attorney
Nathaniel McKnight - Construction/Planning
Joe Stevens - Alternative energy consultant

Project Vision:

Our plan is to work with the state, county, and city government stakeholders as well as the local community and not for profits to repair, remediate, restore the Kendall County Jail site to a income producing property while adhering to the preservation & retention of the relevant historic elements of the building.

At present our team envisions potentially two residential units on the 2nd floor and two commercial spaces on the ground level. This is a working template subject to further market analysis and may change depending on market requirements. We intend for the project t to maintain the historic and architectural features of this 1893 building. Additionally this structure will be brought back to a tax revenue producing site.

We will have a primary interest in hiring local contractors, workers and materials. Additionally we are focusing on meeting and exceeding "green" environmental standards for the construction and energy usage with an eventual goal of having as close to a carbon neutral site as possible. **Site Plan:**

At the moment the Architectural plans that have been submitted dove tail closely with our plan subject to governmental approval and acceptance and further market analysis. Our architectural consultant has suggested a single use gastro pub of microbrewery

Narrative of Feasibility:

Part of the reason this structure is in its present condition has been the lack of focused effort & resources to restore, renovate, maintain, & operate this historic property. We expect that with the significant assistance in the form of TIF grants & the successful completion of this project, the deployment of these resources will create a project that will enhance the community and city, as well as adding to the tax base for generations to come.

Construction Budgets (preliminary)

Kendall County Jail & Sheriff's Residence Project Budget

Pre-construction Phase

<u>1.</u>	Immediate protection of roof (tarping)	<u>\$3,500</u>
<u>2.</u>	Site Protection (grounds & building)	\$1,800
<u>3.</u>	Erect Construction fencing & barricades	<u>\$3,500</u>
<u>4.</u>	Temporary Utilities	<u>\$1,500</u>
<u>5.</u>	Portable site sanitation (rental)	<u>\$2,400</u>

Construction Phase

EXTERIOR PHASE:

<u>1. </u>	<u>Environmen</u>	tal Remediation

	<u>a. Asbestos</u>	<u>\$5,000</u>
	b. Lead Based Paint	<u>\$10,000</u>
<u>2.</u>	<u>Demolition</u>	<u>\$18,000</u>
<u>3.</u>	New Roof	<u>\$30,000</u>
<u>4.</u>	Fascia, Downspouts, Misc	<u>\$8,000</u>
<u>5.</u>	Masonry Repairs	<u>\$20,000</u>
<u>6.</u>	New Windows	<u>\$40,000</u>
<u>7.</u>	Exterior Doors	<u>\$11,000</u>
<u>8.</u>	Exterior Concrete Work	<u>\$8,000</u>

INTERIOR PHASE:

1. Mechanical Phase

<u>a.</u>	Electrical Service Updates	<u>\$30,000</u>
b.	Commercial Space Electrical	<u>\$10,000</u>
<u>c.</u>	HVAC (residential portion)	<u>\$20,000</u>
<u>d.</u>	HVAC (commercial space)	<u>\$10,000</u>
<u>e.</u>	Basement HVAC	<u>\$TBD</u>
<u>f.</u>	Plumbing	
	<u>i. Residential</u>	<u>\$30,000</u>

<u>ii. Commercial</u>	<u>\$30,000</u>
iii. New H20 Service	<u>\$10,000</u>
2. Interior Finish Phase	
a. Rough Carpentry	<u>\$10,000</u>
b. Finish Carpentry	<u>\$10,000</u>
c. Finish Plumbing	<u>\$10,000</u>
d. Finish Electrical	<u>\$4,000</u>
<u>e. Flooring</u>	<u>\$30,000</u>
<u>f. Drywall</u>	<u>\$50,000</u>
g. Insulation	<u>\$10,000</u>
<u>h. Paint</u>	<u>\$7,000</u>
3. Misc	
a. Porches	<u>\$5,000</u>
b. Contingency	<u>\$20,000</u>
4. <u>Fees:</u>	
a. General Contractors Fees	\$49,52 <u>5</u>
b. General Conditions	<u>\$15,000</u>
c. Insurance (during construction phase)	<u>\$3,000</u>

TOTAL ESTIMATED CONSTRUCTION BUDGET \$480,224

Lending Commitments:



Cary Coles 3/23/19 Peter McKnight

carycoles@gmail.com petermcknight@gmail.com

RE: Acquisition and redevelopment financing for 111 W. Madison in Yorkville, IL.

Dear Mr. Coles and Mr. McKnight,

Thank you for choosing Kreshmore Group to source your financing request for the redevelopment of the commercial building located at 111 West Madison Street in Yorkville, IL. Based on our relationship with Mr. Coles, we feel confident in our ability to source your financing request with a financial institution of up to 75% loan to overall cost of the project. This letter is not a commitment to lend, nor are we a direct lender, but provides you with an estimate of how much you are likely to qualify for. We look forward to your continued business.

Sincerely,

Kreshmore Group

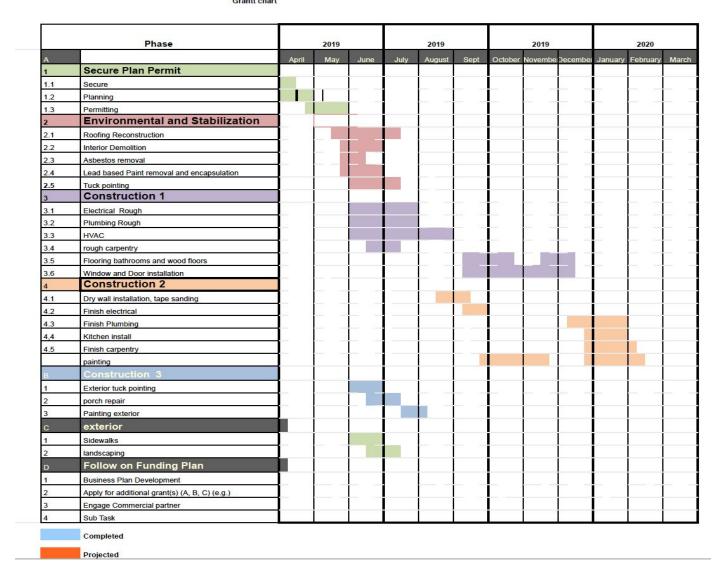
By: James Mallios

[THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

7021 W. 153rd St. • Suite 1 • Orland Park • IL • 60462 • 708.719.4121 P. • 708.675.1505 F.

Projected Construction Schedule:

Kendall County Jail Building



Financials:

Complete financial operations budget to be presented after acceptance of offer by the city

Initial Cash Offer:

The newly formed corporation, will purchase the property for \$1,000.00 dollars and will begin planning permitting and emergency repairs immediately after transfer.

<u>Additional Submittal Information (intention to add solar power):</u>



March 25, 2019

To: Mr. Peter McKnight

From: Joe Stevens

Re: Kendall County Jail Restoration

Mr. McKnight,

Just a quick follow up letter confirming National Energy Control's interest in the proposed Yorkville (Illinois) project related to the Historic Kendall County Jail.

As you know National Energy Control is a leader in Engineering / Design, Procurement & Construction of Photovoltaic (PV) Solar solutions. We provide these services as well as financing and consultation throughout the United States. We are familiar with your work and the projects you have completed.

Please feel free to have anyone related to approval contact me regarding the proposed solar installation. Our design will preserve the historic elements and requirements with a robust eco friendly solar system, generating a sustainable stream of clean, renewable energy for the next 30+ years.

Sincerely,

Joe Stevens

VP Business Development Office: 513-399-6500, ext. 700

Cell: 317-502-1821

www.nationalenergycontrol.com

8361 Broadwell Road, Cincinnati, OH 45244 * 513-399-6500 * www.nationalenergycontrol.com

Bart Olson

From: Bart Olson

Sent: Monday, April 01, 2019 11:51 AM

To: 'Peter McKnight'

Cc: Erin Willrett; Steve Raasch; Carri Parker; Krysti Barksdale-Noble

Subject: RE: introduction

Hello Peter,

Can you give me some more information about your last few projects – maybe the two in Spartanburg and 2-3 of the other home and commercial projects you've worked on in the past few years? What was your role? How were the projects funded? Are they still successful? Can you tell me what kind of commercial tenants you were able to attract in those projects?

Also – do you have any commercial tenants lined up for the jail project? I don't need to know who they are at this point, just a general statement on commitment status and some way to verify that information.

I understand some of this information may take awhile to compile. We are doing a brief analysis memo for the April 9th City Council meeting, for which the public meeting packets will be finalized by 8am Thursday, April 4th. Any information you provide before then may be included in the packet – but I would anticipate that information being submitted over the next week or so for a future meeting.

Thanks

Bart Olson, ICMA-CM City Administrator United City of Yorkville 630-553-8537 direct 630-553-4350 City Hall 630-308-0582 cell bolson@yorkville.il.us

City of Yorkville 2.0: Facebook, Twitter, and YouTube

From: Bart Olson

Sent: Friday, March 29, 2019 10:49 AM

To: 'Peter McKnight' <petermcknight@gmail.com>

Subject: RE: introduction

Thanks for the email and the proposal. I expect to have some questions by Tuesday.

Bart Olson, ICMA-CM City Administrator United City of Yorkville 630-553-8537 direct 630-553-4350 City Hall 630-308-0582 cell

bolson@yorkville.il.us

City of Yorkville 2.0: Facebook, Twitter, and YouTube

From: Peter McKnight petermcknight@gmail.com

Sent: Wednesday, March 27, 2019 2:22 PM **To:** Bart Olson <<u>BOlson@yorkville.il.us</u>>

Subject: introduction

Bart,

Hello My name is Peter McKnight I spoke during the council meeting yesterday and I want to extend the courtesy on my contact information again. I hope to answer any additional questions related to our bid.

Sincerely,

Peter E. McKnight 773 240 6546 petermcknight@gmail.com

PRIVILEGE AND CONFIDENTIALITY NOTICE

The information contained in this e-mail and any attachments may be legally privileged and confidential. If you are not an intended recipient, you are hereby notified that any dissemination, distribution or copying of this e-mail is strictly prohibited. If you have received this e-mail in error, please notify the sender and permanently delete the e-mail and any attachments immediately. You should not retain, copy or use this e-mail or any attachment for any purpose, nor disclose all or any part of the contents to any other person. No rights or licenses are conveyed by this transmission. Thank you.

Bart Olsen,

Hello, in response to your email, We are currently opening dialogue with a number of potential commercial clients related to this project. We are also in the process of reviewing commercial brokers to bolster the number of prospective tenants for this space. At the moment a single entity tenant for the historic portion of the building seems to be the most logical approach. We envision dividing the two buildings by restoring all four sides of the historic portion and using the garage space as possibly 4 residential units with a deck overlooking the river. This would put us under the 5000 square foot requirements for fire suppression as described by city inspection personnel. Also included is a very initial projection of Profit and Loss. Nothing is included for the historic side as of yet.

Related to the last two rehabs I have most recently completed. Both were located in Spartanburg SC. The following two single famiLy homes were done solely as personal projects except for roof labor.

228 Oakland Ave Spartanburg, a 1908 Queen Anne bungalow. Purchased with cash, the exterior was clad in Asbestos siding, the roof had three layers of roofing including cedar shingle base layer with no decking only lath. The fireplaces were capped and left without tuck pointing for decades, every window in the house except for one in the kitchen had been damaged and some were covered up. The plumbing consisted of lead and galvanized pipe. The flooring required shoring and additional support posts and beams in 30 percent of the structure. Interior walls and ceilings were comprised of aging plaster and lath. The fireplaces were capped and left without tuck pointing for decades. Only the electrical had been upgraded and required only light fixtures and GFI outlet and breaker upgrading. The HVAC had a 20 year old heat pump and air conditioner which turned out to be inoperable. All exterior flooring had collapsed or had plywood covering it. The entire yard had cemented in galvanized link fencing topped with barbed wire.

The rehab consisted of a complete removal and disposal with permits and inspections of asbestos siding removal process. The removal of lead-based paint and encapsulation on the siding and interior with a complete restoration of the original painted exterior. Fireplace and chimney were re-tuckpointed and were made operable. The roof required a tear-off of 3 layers and significant repairs to roof beams and trusses in multiple locations. Every window was replaced with original sized windows and original styling but double pane rather than original single pane glass. All plumbing was removed from the street meter and upgraded to new construction code.

The second home 515 Hampton Drive was located in the Hampton Heights nation historic district. I replaced all damaged historic windows with glass manufactured from the same time period which required locating and purchasing. The facade had improvements which were not in accordance to the historic nature of the original structure. These were removed with the approval of the city and the historic preservation board. Extensive tuckpointing and structural

Kendall Co. Jail Renovation Project Profit & Loss Initial Analysis

reinforcement was required to exterior brick walls. All of which I completed alone. Additionally oil tank and oil heating system were removed and all code requirements were met for removal and disposal. Again all of these items were completed by myself.

I wish to stress that while the last two projects were completed as personal projects I have no intention to perform the same on this proposal. We will be using only licensed contractors and subcontractors to perform all work at this site. I stress the fact that I have done these other projects to emphasise my understanding and awareness of what is required for a such a restoration.

In reference to your question pertaining to commercial buildings I was the Chief Operating Officer and a board member of SIP Paneles SA a central American manufacturing and construction company. I personally supervised the construction of the largest expansion to Pharaohs casino Carretera Masaya in Managua Nicaragua, a 6500 Sq Ft project including roof replacement for a substantial portion of the existing structure. Additional commercial construction included ground up construction for several warehouses and two boutique hotels. All privately financed homes were originally constructed as Spec homes. I also participated in constructed smaller affordable housing that were planned to pull people out of homelessness and in to home ownership in Nicaragua. Several school projects included special seismic design and construction. Some construction projects required extremely remote locations often without water/waste treatment or electricity. Requiring campsites for workers supplying food water shelter security for 30 to 40 employees for multiple months.

Residential facebook page: https://www.facebook.com/SipPanels/

My business partner Cary Coles recently finished a ultra luxury 4-bedroom 4-bath vacation rental property in downtown Chicago. You can see the property at the following URL https://www.vrbo.com/1604984?utm_source=direct&utm_medium=social&utm_campaign=earned:vrbo:sharecopylink:USA&utm_content=1604984.

This project is one of several properties that Mr. Coles owns and manages in Chicago. Also, Mr. Coles is Vice President of ArcherTech Inc. a leading low voltage technology company headquartered in Chicago. In the past Mr. Coles has built and developed over 1200 units of residential and commercial spaces throughout the greater chicago metro market.

Nucleus Construction Group, Inc. & Nucleus Real Estate Inc. were founded on March 30th 1999 by Cary D. Coles. The two company's primary business was acquisition, improvement, operations & disposition of multi-family properties. There was also a sub-specialization in commercial construction and development.

COMPLETED MULTI-FAMILY PROJECTS

Following is a partial list of completed projects Cary Coles has been involved in:

4880 N. Kenmore Ave. Chicago

Date 4/21/99

Lender: Cambridge Bank Renovation Budget \$900,000 Completion Date 5/1/2000

Number of Units: 9

End Use: Condominiums

7131-55 South Bennett Ave. Chicago

Date 1/15/2002

Lender: Chicago Community Bank Renovation Budget \$600,000 Completion Date 5/1/2006

Number of Units: 61

End Use: Rental Apartment

6800 South Paxton Ave. Chicago

Date 7/1/2002

Lender: Chicago Community Bank Renovation Budget \$330,000. Completion Date 1/1/2005

Number of Units: 12

End Use: Rental Apartment

9244-49 South Saginaw. Chicago

Date 6/12/2000

Lender: South Shore Bank Renovation Budget \$200,000. Completion Date 2/1/2004

Number of Units: 32

End Use: Rental Apartment

1949 East 73rd Place. Chicago

Date 9/20/2002

Lender: Lakeside Bank

Renovation Budget \$100,000. Completion Date 10/1/2003

Number of Units: 24

End Use: Rental Apartment

7837 South Essex

Date 2/24/2005

Lender: Charter One Bank Renovation Budget \$20,000 Completion Date: 7/1/2005

Number of Units: 8

End Use: Rental Apartment

7442-44 S. Chappel St. Chicago

Date 1/15/2002 Lender: Citibank

Renovation Budget \$65,000 Completion Date 1/18/2004

Number of Units: 7

End Use: Rental Apartment

6748-50 S. Oglesby St. Chicago

Date 1/15/2007

Lender: Chicago Community Bank Renovation Budget \$1,200,000 Completion Date 3/1/2007

Number of Units: 8

End Use: Condominiums

2320 East 70th Pl. Chicago

Start Date 1/5/2006

Lender: Lakeside Bank

Renovation Budget \$900,000 Completion Date 3/1/2007

Number of Units: 8

End Use: Condominiums

9118-24 S. Dauphin Ave Chicago

Start Date 1/3/2005

Lender: Chicago Community Bank Renovation Budget \$1,200,000 Completion Date 2/1/2007

Number of Units: 24 End Use: Condominiums

7514-16 S. Essex St. Chicago

Start Date 4/1/2007 Lender: Founders Bank Renovation Budget \$600,000 Completion Date 3/1/2007 Number of Units: 8

End Use: Condominiums

7508 S. Essex St. Chicago

Start Date 4/1/2007

Lender: AMCORE Bank

Construction Budget \$800,000 Completion Date 3/1/2007

Number of Units: 13 Residential &

Commercial: 4600 Sq. Ft. Leased commercial space

End Use: Condominiums & commercial/retail

3324 N. Sheffield St. Chicago

Start Date 4/1/2006

Lender: Lakeside Bank

Construction Budget \$400,000 Completion Date 3/1/2007

Number of Units: 3

End Use: Condominiums

PARTIAL LIST OF COMPLETED COMMERCIAL PROJECTS

Bongo Room Restaurant

1560 N. Damen Ave. Chicago

Lender: Lakeside Bank

Renovation Budget \$250,000

Sq Ft.: 1,500

End Use: Restaurant

Children's Healthcare Associates Center

2835 N. Sheffield Ave. Chicago

Lender: N/A

Renovation Budget \$300,000

Sq Ft.: 2,500

End Use: Medical Offices

Australian Exhibition Center

112 W. Kinzie Ave. Chicago

Lender: N/A

Renovation Budget \$130,000.

Sq Ft.: 3,240

End Use: Art Gallery

2835 N. Sheffield Ave. Chicago (Office Build-out)

Lender: N/A

Renovation Budget \$80,000

Sq Ft.: 1,500 End Use: Offices

Monologue

108 W. Kinzie Ave. Chicago Lender: Lakeside Bank

Renovation Budget \$600,000.

Sq Ft.: 3.200

End Use: Comedy Club/Bar

Goodwill Industries

1001 W. Van Buren Ave. Chicago

Lender: Charter One Bank Renovation Budget \$20,000

Sq Ft.: 1,500

End Use: Office Space

Instant Cash Advance

1238 N. Ashland Chicago

Lender: N/A

Renovation Budget \$65,000

Sq Ft.: 1,500

End Use: Retail/Banking

Instant Cash Advance

1113 W Chicago Ave

Lender: N/A

Renovation Budget \$25,000

Sq Ft.: 1,100

End Use: Retail/Banking

Instant Cash Advance

1205 E Sibley Blvd, Dolton

Lender: N/A

Renovation Budget \$55,000

Sq Ft.: 1,500

End Use: Retail/Banking

Instant Cash Advance

Kendall Co. Jail Renovation Project Profit & Loss Initial Analysis

1916 E 95th St, Chicago

Lender: N/A

Renovation Budget \$75,000

Sq Ft.: 1,500

End Use: Retail/Banking W.J. Management, Inc.

7508 S. Essex St. Chicago

Lender: AMCORE Bank

Construction Budget \$50,000

Sq Ft.: 1,640

End Use: Retail/Office

Sage Medical Group

5425 W. Lawrence Ave. Chicago

Lender: N/A

Renovation Budget \$150,000.

Sq Ft.: 1,500

End Use: Medical Offices

Essex Shores

7508 S. Essex St. Chicago Lender: AMCORE Bank

Construction Budget \$900,000

Units: 13-Residential at 15,000 & 3-Commercial at 4,600 Sq. Ft.

End Use: Condominiums & commercial/retail

Just Kidz Dental

3033 W Armitage Ave chicago

Lender: N/A

Renovation Budget \$200,000. Completion Date 12/1/2007

Sq Ft.: 3,200

End Use: Dental Office/Medical Use

108-110 W. Kinzie Office Building

108 W. Kinzie Ave. Chicago

Lender: Lakeside Bank

Renovation Budget \$2,000,000. Completion Date 4/25/2008

Sq Ft.: 12,800

End Use: Office/Showroom Center

Kendall Co. Jail Renovation Project Profit & Loss Initial Analysis

The Gage Restaurant

24 South Michigan Ave. Chicago

Lender: NA

Renovation Budget \$200,000. Completion Date 2/7/2016

Sq Ft.: 1000

End Use: Remodel of Private Dining Area

Tours and photos are available upon request for any of the above referenced projects

4/4/19

Kendall Co Jail Project

			Project	ted Income Ana	lysis		
	Month Address Rental R			Occupancy Date	Occupancy Months	Annual Gross income	
1	Unit#1	\$	900.00	9/1/21	12	\$	10,800.00
2	Unit#2	\$	900.00	10/1/21	12	\$	10,800.00
3	Unit#3	\$	900.00	11/1/21	12	\$	10,800.00
4	Unit#4	\$	900.00	12/1/21	12	\$	10,800.00
	-				Vacancy Factor	-\$	6,840.00
	Commercial Space (\$1150 Per Mo) 12					\$	13,800.00
Annual Gross Income					\$	50,160	
				Monti	hly Gross Income	\$	4,180.00

Income & Expense Summary (NOI)						
Total Projected Annual Gross Income	\$	50,160				
Annual Expenses	\$	56,650				
Monthly Expenses	\$	4,804				

Net Projected Annual Income (NOI)	\$ (6,490.47)
Net Projected Monthly Income	\$ (540.87)

Detailed Expenses Analysis

Mortgag	e,	Taxes, & In:	surance					
		Monthly	Annua	ı				
Mortgage (assumes loan of of \$420K) at 7%/20yr amoritization)	\$	3,256.26	\$39,07	5				
Taxes	\$	555.00	\$ 6,66	0				
Insurance Total Mortgage, Taxes, &	\$	110.00	\$ 1,32	0				
Insurance	\$	3,921.26	\$47,05	5				
		Utilities						
Utilities (Electric, H2O)								
Total Utilities	\$	125.00	\$ 1,50	0				

Property Manage	eme	nt, Administ	ration, & Misc
Property Management & administration	\$	501.60	\$ 5,016
Landscaping	\$	89.95	\$ 1,079
Maintenance	\$	66.67	\$ 800
Accounting/Tax Prep	\$	100.00	\$ 1,200
Total Misc	\$	758.22	\$ 8,095

Total Operating Expenses (incld			
mortgage & Insurance)	\$ 4,804.47	\$56,650	

Net Operating Income/LOSS (income/loss after expenses and debt service)
-\$6,490.47