

United City of Yorkville

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

www.yorkville.il.us

AGENDA

PUBLIC WORKS COMMITTEE MEETING

Tuesday, August 20, 2019 6:15 p.m.

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

Citizen Comments:

Minutes for Correction/Approval: July 16, 2019

New Business:

- 1. PW 2019-54 Grande Reserve Unit 2 Bond Release
- 2. PW 2019-55 Grande Reserve Unit 5 Bond Release
- 3. PW 2019-56 Casey's Letter of Credit Release
- 4. PW 2019-57 Well #4 Autotransformer Purchase
- 5. PW 2019-58 Hydrant Flushing
- 6. PW 2019-59 Materials Storage Shed Bid Award and Budget Amendment
- 7. PW 2019-60 Mill Road Land Acquisition Plats of Dedication

Old Business:

- 1. PW 2018-102 East Alley Parking Lot Update
- 2. PW 2019-52 Galena Road / Kennedy Road / Mill Road
- 3. PW 2019-53 Mill Road Resurfacing

Additional Business:

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

UNITED CITY OF YORKVILLE

WORKSHEET

PUBLIC WORKS COMMITTEE Tuesday, August 20, 2019 6:15 PM

CITY HALL CONFERENCE ROOM

2.	_	V 2019-55 Grande Reserve Unit 5 – Bond Release
		Moved forward to CC
	Ш	Approved by Committee
		Bring back to Committee
		Informational Item
		Notes
3	PV	V 2019-56 Casey's – Letter of Credit Release
		Moved forward to CC
		Approved by Committee
		Bring back to Committee
		Informational Item
	Ш	Notes
4.	PV	V 2019-57 Well #4 Autotransformer Purchase
		Moved forward to CC
		Approved by Committee
		Bring back to Committee
		Informational Item
		Notes

5.	PW 2019-58 Hydrant Flushing	
	☐ Moved forward to CC	
	Approved by Committee	
	☐ Bring back to Committee	
	☐ Informational Item	
	□ Notes	
	PW 2019-59 Materials Storage Shed – Bid Award and Budget Amendm	
0.	☐ Moved forward to CC	CIII
	Approved by Committee	
	☐ Bring back to Committee	
	☐ Informational Item	
	□ Notes	
 7	PW 2019-60 Mill Road Land Acquisition – Plats of Dedication	
,.	☐ Moved forward to CC	
	Approved by Committee	
	☐ Bring back to Committee	
	☐ Informational Item	
	□ Notes	

OLD BU	SINESS:
	W 2018-102 East Alley Parking Lot – Update Moved forward to CC Approved by Committee Bring back to Committee Informational Item Notes
2. P	W 2019-52 Galena Road / Kennedy Road / Mill Road Moved forward to CC Approved by Committee Bring back to Committee Informational Item Notes
3. P	W 2019-53 Mill Road Resurfacing Moved forward to CC Approved by Committee Bring back to Committee Informational Item Notes

ADDITIONAL BUSINESS:	



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

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Agenda Item Nui	mbei	t

Minutes

Tracking Number

Agenda Item Summary Memo

	11genum 1	on summing when	
Title: Minutes of the	Public Works Comm	ittee – July 16, 2019	
Meeting and Date:	Public Works Commi	ittee – August 20, 2019	
Synopsis:			
Council Action Prev	iously Taken:		
Date of Action:	Action	n Taken:	
Item Number:			
Type of Vote Requir	ed: Majority		
Council Action Requ	rested: Committee A	pproval	
Submitted by:	Minute Taker		
	Name	Departi	ment
	Agen	da Item Notes:	

DRAFT

UNITED CITY OF YORKVILLE PUBLIC WORKS COMMITTEE

Tuesday, July 16, 2019, 6:00pm Yorkville City Hall, Conference Room 800 Game Farm Road

IN ATTENDANCE:

Committee Members

Chairman Joe Plocher Alderman Jackie Milschewski Alderman Ken Koch Alderman Seaver Tarulis

Other City Officials

City Administrator Bart Olson Public Works Director Eric Dhuse Assistant City Administrator Erin Willrett Engineer Brad Sanderson, EEI

Other Guests:

Katie Finlon, Kendall County Record

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

Citizen Comments: None

<u>Previous Meeting Minutes</u>: June 18, 2019 The minutes were approved as presented.

New Business:

1. PW 2019-45 Water Department Reports for April, May and June 2019

Mr. Dhuse said these were normal reports for the IEPA and that the average daily per capita usage has risen in the warmer weather. This moves to the City Council.

2. PW 2019-46 Capital Improvement Summary

Mr. Sanderson said this is the quarterly update. Some Rt. 71 construction started this week according to Mr. Dhuse, with the real construction starting very soon. Social media comments have questioned why all the road projects in the area are occurring simultaneously. Mr. Olson commented that the state planned to do all three at the same time.

3. PW 2019-47 Quarterly Bond and Letter of Credit Reduction Summary

These are routine quarterly reports. No further discussion.

4. PW 2019-48 Cedarhurst Living – Acceptance of Public Improvements

The punchlist is done and Mr. Sanderson recommended acceptance of the water main and sidewalk along with a letter of credit reduction. This moves to the City Council.

5. PW 2019-49 Re-Piping of Water Main and Demolition of Well #3 Building – Change Order No. 1 Mr. Sanderson reported a contract was awarded a year ago to Performance Pipeline. This is the balancing change order reflecting a decrease of over \$14,000. He recommended approval and the final payment will be made.

6. PW 2019-50 Mill Road Intergovernmental Agreement

The County Board has approved the draft agreement for Mill Road improvements, said Mr. Olson. They recommend a full overlay for Mill Rd. from Kennedy Rd. to the city limits near Oswego. The agreement gives the city the ability to re-bid or modify the scope if a roundabout is desired. The County is doing all engineering work at no cost to the city. The project should be done in the next few months. Alderman Koch asked how much is being saved since the County is doing the engineering. It is being done in-house and will save the city about \$5,000 to \$10,000. This moves to the City Council.

7. PW 2019-51 Heustis Street Stop Sign

Alderman Milschewski stated that vehicles are not stopping at the Heustis/VanEmmon stop signs even with the blinking lights. She asked about rumble strips/grooves in the pavement, however, they are usually reserved for higher traffic areas. She also noted that motorcyclists have also blocked the intersection to allow other cyclists to all proceed at one time. Alderman Koch said a photo flash gets drivers' attention and an empty squad car was also suggested. This matter will be forwarded to the Chief of Police.

Old Business:

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

Mr. Olson said the easement draft has been started, but the city is waiting for further information. A 1996 recorded document was found by an EEI surveyor and suggests the area on which the easement would be located, might require the developer to turn it over to the city. The document labeled the area as an access and a formal dedication may be needed. This will move to the August 13th City Council meeting.

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

There is no IDOT update at this time, however, their latest response was "no" to the crosswalk request. Mr. Sanderson suggested writing a letter to IDOT as the next step.

3. PW 2019-28 Plow Trucks – Purchase Authorization and FY 20 Budget Amendment

Mr. Olson said there is a \$91,000 surplus in the FY 19 Public Works capital fund that has to be used. One idea is to repair two trucks to gain an additional 3-5 years of use and also authorize the purchase of one new plow truck. He discussed possible payment arrangements and will discuss further with the Finance Director. He said the idea will be revisited after the final 2019 FY numbers are available. Mr. Olson said the \$91,000 overage was a result of impact fees and commitments from Raintree and Grande Reserve. Mr. Dhuse was in agreement with rehabbing trucks and said it will take 10-12 months to receive the new truck. The committee was OK with the recommendations.

4. PW 2019-41 Chemical Feed Systems – NSF Information

This is information relating to the discussion last month. The City Council approved this item already.

Additional Business:

Alderman Koch asked if there was follow-up information on the Windett Ridge street lights. Mr. Dhuse replied that the construction manager has turned them over to the land group for repair.

As a follow-up to a discussion last month, Alderman Tarulis reported that people are parking over the newly striped parking areas on McHugh Road. Mr. Dhuse will work on signs and police enforcement.

There was no further business and the meeting was adjourned at 6:31pm.

Minutes respectfully transcribed by Marlys Young, Minute Taker



Reviewed	By:

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

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Agenda	. Item	Num	ıheı

New Business #1

Tracking Number

PW 2019-54

Agenda Item Summary Memo

Title: Grande Reser	ve – Unit 2 Bond Release		
Meeting and Date:	Public Works Committee – Aug	rust 20, 2019	
Synopsis: Recomm	endation to release remaining perf	ormance security	
Council Action Pre	viously Taken:		
Date of Action:	Action Taken:		
Item Number:			
Type of Vote Requi	red: Majority	_	
Council Action Requested: Consideration of Approval			
Submitted by:	Brad Sanderson	Engineering	
	Name	Department	
Agenda Item Notes:			



Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

Lisa Pickering, City Clerk

Date: July 17, 2019

Subject: Grande Reserve Unit 2

The developer has completed the remaining punchlist items from the one-year warranty period and we are now recommending a full release of their remaining performance security. The value of the remaining security is \$124,225.41 per the attached.

The public improvements were accepted on March 27, 2018.

Please let us know if you have any questions.

Bond No: SEIFSU0721440

SUBDIVISION MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That GRANDE RESERVE (CHICAGO) ASLI VI, L.L.P., as Principal, hereinafter called Contractor, and <u>International Fidelity Insurance Company</u> as Surety, hereinafter called Surety, are held and firmly bound unto the United City of Yorkville, an Illinois municipal corporation, 800 Game Farm Road, Yorkville, Illinois, 60560, as Obligee, hereinafter called City, in the penal sum of One hundred twenty-four thousand two hundred twenty-five and 41/100 USD (\$124,225.41), for payment whereof Contractor and Surety bind themselves, and their respective heirs, executors, administrators, successors and assigns, jointly and severally, by this obligation.

WHEREAS, the Contractor has constructed certain public improvements for lots within a subdivision commonly known as **Grande Reserve Neighborhood 11 – Unit 2** and as more particularly described and designated on the plat of said property, said plat being incorporated herein and made a part hereof by reference thereto; and,

WHEREAS, the aforementioned public improvements were made pursuant to certain plans and specifications on file with the City and the City's Subdivision Control Ordinance, both made a part hereof by reference thereto; and,

WHEREAS, the Contractor has requested the City accept the public improvements pursuant to Section 11-5-2 of the City's Subdivision Control Ordinance that requires in Section 11-5-3 the Contractor to post with the City this bond in the amount of ten percent of the improvements to guarantee the maintenance and performance of the improvements to remain free of defects in material, workmanship and installation for a period of one year from the date of approval by the City accepting the improvements.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall perform the obligations in accordance with the ordinances, standards and requirements of the City and shall fully indemnify and save harmless the City from all cost and damage which the City may suffer by reason of failure on the Principal's part, not to exceed the penal sum of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED the City shall notify the Principal in writing of any defect for which the Principal is responsible and shall specify in said notice a period of time in which Principal shall have to correct said defect.

The Surety unconditionally covenants and agrees that if the Principal fails to correct said defects, within the time specified, the Surety, upon 30 days certified mail notice to the address above from the City of the defect will correct such defect or defects and pay all City expenditures and obligations thereof, including, but not limited to construction costs and consultant fees.

Should the Surety fail or refuse to correct the defects, the City in consideration of the public health, welfare and safety and in approving and accepting said improvements shall have the right to resort to any and all legal remedies against the Principal and Surety, both at law and in equity, including specifically repair or replacement of said improvements to which the Principal and surety unconditionally agree.

The City, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to bidding cause to be corrected any said defects in case the Principal shall fail or refuse to do so, and in the event the City should exercise and give effect to such right, the Principal and Surety shall be jointly and severally bound hereunder to reimburse the City the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages which may be sustained on account of the failure of the Principal to correct said defects.

The City shall have no obligation to actually incur any cost or correct any deficient performance of the Principal in order to be entitled to receive the proceeds of this bond for any defect.

IN WITNESS WHEREOF, the Principal and Surety have executed this bond this 20th day of April, 2018.

Principal

GRANDE RESERVE (CHICAGO) ASLI VI, L.L.L.P.

By:

Surety:

International Fidelity Insurance Company

Laura D. Mosholder, Attorney-in-fact

Attach standard form showing Attorney-in-fact authorization

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

EDWARD M. CLARK, LAURA D. MOSHOLDER, DON BRAMLAGE

Sanford, FL.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 10th day of July, 2015:

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2016.

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STATE OF NEW JERSEY County of Essex

George R. James
Executive Vice President (International Fidelity
Insurance Company) and Vice President
(Allegheny Casualty Company)



On this 31st day of December 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

20th

day of April, 2018. Maria A. Branco

MARIA BRANCO, Assistant Secretary



Reviewed By

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

Agenda	Item	Num	bei

New Business #2

Tracking Number

PW 2019-55

Agenda Item Summary Memo

Title: Grande Reserve – Unit 5 Bond Release				
Meeting and Date:	Public Works Committee – A	august 20, 2019		
Synopsis: Recomm	nendation to release remaining p	erformance security		
Council Action Pre	eviously Taken:			
Date of Action:	Action Taken:			
Item Number:				
Type of Vote Requ	ired: Majority			
Council Action Rec	quested: Consideration of App	roval		
	D 10 1	- · ·		
Submitted by:	Brad Sanderson Name	Engineering Department		
Agenda Item Notes:				



Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

Lisa Pickering, City Clerk

Date: July 17, 2019

Subject: Grande Reserve Unit 5

The developer has completed the remaining punchlist items from the one-year warranty period and we are now recommending a full release of their remaining performance security. The value of the remaining security is \$109,456.65 per the attached.

The public improvements were accepted on March 27, 2018.

Please let us know if you have any questions.

Bond No: SEIFSU0721439

SUBDIVISION MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That GRANDE RESERVE (CHICAGO) ASLI VI, L.L.L.P., as Principal, hereinafter called Contractor, and <u>International Fidelity Insurance Company</u> as Surety, hereinafter called Surety, are held and firmly bound unto the United City of Yorkville, an Illinois municipal corporation, 800 Game Farm Road, Yorkville, Illinois, 60560, as Obligee, hereinafter called City, in the penal sum of One hundred nine thousand four hundred fifty-six and 65/100 USD (\$109,456.65), for payment whereof Contractor and Surety bind themselves, and their respective heirs, executors, administrators, successors and assigns, jointly and severally, by this obligation.

WHEREAS, the Contractor has constructed certain public improvements for lots within a subdivision commonly known as **Grande Reserve Neighborhood 10 – Unit 5** and as more particularly described and designated on the plat of said property, said plat being incorporated herein and made a part hereof by reference thereto; and,

WHEREAS, the aforementioned public improvements were made pursuant to certain plans and specifications on file with the City and the City's Subdivision Control Ordinance, both made a part hereof by reference thereto; and,

WHEREAS, the Contractor has requested the City accept the public improvements pursuant to Section 11-5-2 of the City's Subdivision Control Ordinance that requires in Section 11-5-3 the Contractor to post with the City this bond in the amount of ten percent of the improvements to guarantee the maintenance and performance of the improvements to remain free of defects in material, workmanship and installation for a period of one year from the date of approval by the City accepting the improvements.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall perform the obligations in accordance with the ordinances, standards and requirements of the City and shall fully indemnify and save harmless the City from all cost and damage which the City may suffer by reason of failure on the Principal's part, not to exceed the penal sum of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED the City shall notify the Principal in writing of any defect for which the Principal is responsible and shall specify in said notice a period of time in which Principal shall have to correct said defect.

The Surety unconditionally covenants and agrees that if the Principal fails to correct said defects, within the time specified, the Surety, upon 30 days certified mail notice to the address above from the City of the defect will correct such defect or defects and pay all City expenditures and obligations thereof, including, but not limited to construction costs and consultant fees.

Should the Surety fail or refuse to correct the defects, the City in consideration of the public health, welfare and safety and in approving and accepting said improvements shall have the right to resort to any and all legal remedies against the Principal and Surety, both at law and in equity, including specifically repair or replacement of said improvements to which the Principal and surety unconditionally agree.

The City, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to bidding cause to be corrected any said defects in case the Principal shall fail or refuse to do so, and in the event the City should exercise and give effect to such right, the Principal and Surety shall be jointly and severally bound hereunder to reimburse the City the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages which may be sustained on account of the failure of the Principal to correct said defects.

The City shall have no obligation to actually incur any cost or correct any deficient performance of the Principal in order to be entitled to receive the proceeds of this bond for any defect.

IN WITNESS WHEREOF, the Principal and Surety have executed this bond this 20th day of April, 2018.

Principal GRANDE RESERVE (CHICAGO) ASLI VI, L.L.P. By:
Surety:
International Fidelity Insurance Company
By: Jas I Deplo
Laura D. Mosholder, Attorney-in-fact

Attach standard form showing Attorney-in-fact authorization

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

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EDWARD M. CLARK, LAURA D. MOSHOLDER, DON BRAMLAGE

Sanford, FL.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 10th day of July, 2015:

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2016.

SEAL 1904 - FR

STATE OF NEW JERSEY County of Essex

> George R. James Executive Vice President (International Fidelity Insurance Company) and Vice President (Allegheny Casualty Company)



On this 31st day of December 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

2046

day of April, 2018.

MARIA BRANCO, Assistant Secretary



Reviewed By:	
Legal	
Finance Engineer	L

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

New Business #3

Tracking Number

PW 2019-56

Agenda Item Summary Memo

Title: Casey's Lette	er of Credit Release		
Meeting and Date:	Public Works Committee – A	ugust 20, 2019	
Synopsis: Recomm	endation to release remaining pe	erformance security	
Council Action Pre	viously Taken:		
Date of Action:	Action Taken:		
Item Number:			
Type of Vote Requi	red: Majority		
Council Action Requested: Consideration of Approval			
Submitted by:	Brad Sanderson	Engineering	
	Name	Department	
Agenda Item Notes:			



Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

Lisa Pickering, City Clerk

Date: July 17, 2019 Subject: Casey's

The developer has completed the remaining punchlist items from the one-year warranty period and we are now recommending a full release of their remaining performance security. The value of the remaining security is \$7,603.80 per the attached.

The public improvements were accepted on August 28, 2018.

Please let us know if you have any questions.



April 4 , 20 18

Mayor and Aldermen City of Yorkville 800 Game Farm Road Yorkville, IL 60560

Re:

Subdivision Name

Subdivision Bond No. ILC65613

For Account of Casey's Retail Company

Amount \$158,738.00 Date April 4, 2018

Gentlemen:

The undersigned Merchants Bonding Company (Mutual) by Nancy D. Baltutat, Attorney-in-Fact, its' duly (Name of Surety) (Name & title) authorized agent,, hereby establishes and issues this Subdivision Bond in favor of the City of Yorkville in the amount of \$ 158,738.00—————, which represents 120% of the cost of the improvements described herein. Said amount is available to be drawn upon for the benefit of said City upon presentation to this institution of your demand for performance accompanied by a copy of this Subdivision Bond.

This Subdivision Bond is issued for the purpose of guaranteeing the installation of the following land improvements in the aforesaid subdivision:

DIVISION "A" - SANITARY SEWERS
(engineer's estimate = $\$32,488.00$
DIVISION "B" - WATER MAIN
(engineer's estimate = \$41,750.00)
DIVISION "C" - STORM SEWERS
(engineer's estimate = $\$4,104.00$
DIVISION "D" - STREETS
(engineer's estimate = \$39,086.00)
DIVISION "E" - DETENTION BASIN
(engineer's estimate =)
DIVISION "F" - MISC. IMPROVEMENTS
(engineer's estimate =
Total engineer's estimate = $\boxed{\$132.282.00}$

The costs of the foregoing improvements are detailed in the attached Engineer's Cost Estimate.



The development is legally described as follows:

See Attached Exhibit "A"

Said public improvements shall be constructed b	y Casey's Retail Company	our customer, in	
	(subdivider)		
accordance with the plans, specifications, completion schedules and cost estimates prepared by			
Arc Design Resources, Inc.			
(sub divider's engineer)			

The undersigned agrees that this Subdivision Bond shall remain in full force and effect and pertain to any and all amendments or modifications that may be made from time to time to the plans, specifications and cost estimated for said modifications.

This Subdivision Bond shall expire on April 4, 2019. provided, however, the undersigned shall notify the City Clerk by certified or registered mail, return receipt requested, at least ninety (90) days prior to said expiration date that said Subdivision Bond is about to expire. In no event shall this Subdivision Bond or the obligations contained herein expire except upon said prior written notice, it being expressly agreed by the undersigned that the above expiration date shall be extended as required to comply with this notice provision.

This Subdivision Bond shall remain in effect until April 4, 2019, without regard to (expiration date)

any default in payment of money owed to the issuer by our customer and without regard to other claims that the Issuer may have against our customer, and in no event shall terminate without notice as specified above.

This Subdivision Bond may be renewed by the Surety or our customer prior to the above expiration date by submitting a new Subdivision Bond to the same form and substance as this Subdivision Bond to the City Clerk in an amount equal to 120% of the estimated cost to complete and pay for the above-described improvements.

It is agreed that the following shall be considered a default by our customer and shall entitle the City to make demand on this Subdivision Bond:

- 1. that said Subdivision Bond will expire within thirty (30) days and has not been renewed; or
- 2. that the aforesaid improvements have not been completed by the subdivider at least thirty (30) days prior to the aforesaid expiration date; or
- 3. that the owner and/or subdivider has failed to complete or carry on the work of the installation and construction of the required improvements in accordance with the schedule, or at a faster pace if the installation of the private improvements shall be completed before public improvements to service them are available; or
- 4. that the City of Yorkville has determined that the owner and/or subdivider has demonstrated that they will be unable to complete the improvement; or



5. that if more funds are disbursed at this time on order of the owner and/or subdivider insufficient funds will remain irrevocably committed to guarantee the completion of all improvements, and such certification indicates that the owner and/or subdivider has been notified that the municipality finds that a breach of the owner's and/or subdivider's obligations has occurred and has not been cured within a period of thirty (30) days.

The Surety's obligation to the City is based solely on this Subdivision Bond engagement between this Surety and the City and is not subject to instructions from our customer.

It is recognized that the City has directed our customer to proceed with the construction of public improvements upon the guarantee of this irrevocable commitment. It is further acknowledged that the consideration for this irrevocable commitment is provided by agreements between this Surety and our customer.

This Subdivision Bond sets forth in full the terms of this undertaking between the Surety and the City, and such undertaking shall not in any way be modified, amended, amplified, nor shall it be limited by reference to any documents, instrument or agreement referred to herein, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

Demands on this Subdivision Bond shall be made by presenting the Surety with a letter from the City Clerk of the City of Yorkville demanding performance accompanied by the certificate of the City Clerk of the City of Yorkville certifying the basis for the default and demand on this Subdivision Bond.

The undersigned agrees that this Subdivision Bond shall not be reduced or discharged except upon receipt of a certificate of the City Clerk of the City of Yorkville certifying that this Subdivision Bond may be reduced. The outstanding balance of this Subdivision Bond shall be the face amount of this Subdivision Bond less any amount which is discharged upon certificate of the City Clerk; Provided however, the outstanding balance of this Subdivision Bond shall not be reduced to less than 20% of the approved engineer's estimate upon which this Subdivision Bond is based until the City Council accepts the aforementioned improvements and a certificate of the City Clerk certifying that the Subdivision Bond has been released by the City Council of the City.

All acts, requirements and other preconditions for the issuance of this Irrevocable Subdivision Bond have been completed.

The undersigned further agrees and engages that it will be responsible and liable for attorney fees and court costs which may be incurred by the City in enforcing performance of this Subdivision Bond in accordance with its terms.

We hereby engage with you that all demands for payment in conformity with the terms of this Subdivision Bond will be duly honored on presentation to us prior to expiration of this Subdivision Bond.

ATTEST

BY: Named Daltedal

mailing

toll free 800.678.8171

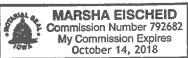
email

info@merchantsbonding.com 6700 Westown Parkway West Des Moines, IA 50266-7754

P.O. Box 14498 Des Moines, IA 50306-3498 local 515.243.8171 fax 515.243.3854 website merchantsbonding.com



	Name: Nancy D. Baltutat	Name: Jill Shaffer			
	Title: Attorney-in-Fact	Title: SR Bond Account Manager			
	STATE OF IOWA)	T.G			
	COUNTY OF Polk)	SS			
		Public in and for the County and State aformally known to me to be the Attorney-in-Fact (title)			
Merchants	Bonding Company (Mutual) and	person	ally known to me to be the		
	(name of Surety)	poison	(title)		
	of said Surety, and who are personally known to me to be the same persons whose names are subscribed to the foregoing Subdivision Bond as such Attorney-in-Fact and				
	respectively, and caused the	e corporate seal of said (title) (name of Surety)	(title) Mutual to be affixed thereto		
	pursuant to authority given the free and voluntary act a	by the Board of Directors thereof as their f			
	Given under my hand and official seal this 4th day of April , 2018.				
	SEAL		Notary Public ,		
	MARSHA EISO	HEID	marka Grack		



email



Attachment Exhibit "A" Part of Bond # ILC65613

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS, DESCRIBED AS AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 187 AS DESIGNATED UPON THE PLAT OF HEARTLAND IN YORKVILLE UNIT 1 SUBDIVISION, RECORDED AS DOCUMENT NO. 200100002570 IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS; THENCE SOUTH 5 DEGREES 24 MINUTES 29 SECONDS WEST ALONG THE WEST LINE AND THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 187, A DISTANCE OF 296.93 FEET TO A POINT IN THE FORMER CENTERLINE OF A PUBLIC ROAD DESIGNATED MCHUGH ROAD; THENCE SOUTH 52 DEGREES 17 MINUTES 30 SECONDS WEST ALONG THE FORMER CENTERLINE OF SAID MCHUGH ROAD, A DISTANCE OF 86.89 FEET TO THE SOUTHWEST CORNER OF THE PREMISES CONVEYED BY RICK GATES TO ANTHONY J. AND KHRISTINA PIGNATIELLO BY WARRANTY DEED RECORDED MARCH 3, 1999 AS DOCUMENT NO. 990567 IN SAID RECORDER'S OFFICE; THENCE NORTH 37 DEGREES 05 MINUTES 36 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID PREMISES, A DISTANCE OF 200.01 FEET TO THE NORTHWESTERLY CORNER THEREOF; THENCE NORTH 52 DEGREES 17 MINUTES 30 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID PREMISES, A DISTANCE OF 1.90 FEET TO THE SOUTHEAST CORNER OF THE PREMISES CONVEYED BY DANIEL LANIOSZ AND DEBORAH A. LANIOSZ TO DAVID E. AND DEBBIE M. COFFMAN BY WARRANTY DEED RECORDED APRIL 9, 1997 AS DOCUMENT NO. 9703295 IN SAID RECORDER'S OFFICE; THENCE NORTH 5 DEGREES 53 MINUTES 54 SECONDS EAST ALONG THE EAST LINE OF SAID PREMISES, A DISTANCE OF 206.29 FEET TO THE SOUTHWEST CORNER OF THE PREMISES CONVEYED BY DONALD PILMER AND ROBERT PILMER AS SUCCESSOR TRUSTEE'S OF A TRUST AGREEMENT DATED DECEMBER 20, 1995 AND KNOWN AS THE MARVIN S. PILMER TRUST TO THE PEOPLE OF THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION BY TRUSTEE'S DEED RECORDED DECEMBER 23, 2014 AS DOCUMENT NO. 201400018028 IN SAID RECORDER'S OFFICE; THENCE SOUTH 84 DEGREES 50 MINUTES 10 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID PREMISES, A DISTANCE OF 41.06 FEET TO A POINT OF CURVATURE; THENCE CONTINUING EASTERLY ALONG SAID SOUTHERLY LINE, ALONG A CIRCULAR CURVE WHOSE RADIUS IS 1,477.39 FEET AND WHOSE CENTER LIES TO THE NORTH, THE LONG CHORD OF WHICH CURVE BEARS SOUTH 87 DEGREES 50 MINUTES 07 SECONDS EAST, A CHORD DISTANCE OF 154.59 FEET TO THE SOUTHEAST CORNER OF SAID PREMISES SO CONVEYED, SAID POINT LYING ON THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 187; THENCE SOUTH 5 DEGREES 24 MINUTES 29 SECONDS WEST ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 187, A DISTANCE OF 7.65 FEET TO THE POINT OF BEGINNING, CONTAINING 58,678 SQUARE FEET, 1.3470 ACRES, MORE OR LESS, SUBJECT TO THE RIGHTS OF THE PUBLIC AND THE PEOPLE OF THE STATE OF ILLINOIS TO THAT PORTION WHICH LIES WITHIN MCHUGH ROAD.



POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Christopher R Seiberling; Greg T LaMair; Jeffrey R Baker; Jill Shaffer; Joseph I Schmit; Mark E Keairnes; Nancy D Baltutat; Patrick K Duff

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th

April , 2017

MERCHANTS BONDING COMPANY (MUTUAL) MERCHANTS NATIONAL BONDING, INC.

STATE OF IOWA COUNTY OF DALLAS ss.

On this this 5th day of 2017 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn April did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

ALICIA K. GRAM

Commission Number 767430 My Commission Expires April 1, 2020

Notary Public

William Harner Jr.

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 4th day of April

2018.



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

Agenda It	em Nun	nber
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New Business #4

Tracking Number

PW 2019-57

Agenda Item Summary Memo

Title: Well 4 Autotransformer Purchase							
Meeting and Date:	Public Works Com	mittee – August 20, 2019					
Synopsis: Discussion of a sole-source purchase of an autotransformer to repair Well 4.							
Council Action Previously Taken:							
Date of Action: Action Taken:		on Taken:					
Item Number:							
Type of Vote Requi	red: Positive						
Council Action Requested: Approval							
Submitted by:	Eric Dhuse Name	Public Works Department					
Name Department Agenda Item Notes:							
Agenua Item Notes:							



Memorandum

To: Public Works Committee

From: Eric Dhuse, Director of Public Works

Carri Parker, Purchasing Manager

CC: Bart Olson, Administrator

Date: August 20, 2019

Subject: Well 4 Autotransformer Purchase

Summary

Discussion of the sole-source purchase of an autotransformer within the size 6 bucket in section 4F of MCC-1A power for Well 4 that is in need of repair and no longer serviceable in the amount of \$48,750.

Background

As an integral component of the City's water system, Well 4, located on Tower Lane, serves the central parts of the City on both sides of the river. This water treatment plant has been online since 2004, and since then the City has had to replace the autotransformer once before. The autotransformer directs power through the starter components to the motor controlling the flow of water between the well and water tower.

With the autotransformer failing twice since 2004, staff proposes to replace it with a new solid-state model. The new solid-state transformer can actively regulate voltage and current needed to run the Well motor efficiently as it operates at a higher frequency. The power flows at a more regulated and controlled rate with the solid-state versus the conventional transformer which is what staff believes is affecting the existing autotransformer. The other treatment plants have the same autotransformer, however, do not have the same issues as the usage is reduced allowing for less wear and tear on the autotransformer.

The autotransformer is a small part of the Eaton starter system for Well 4 (see Exhibit A). According to the City Municipal Code (Chapter 1-7-3(a)(i)), this purchase is exempt from the bidding requirements as the autotransformer must be compatible with the existing water system structure provided by Eaton Corporation resulting in a sole-source purchase. Although it is very expensive, this is a crucial part of the system that should be replaced and installed by the Eaton Corporation. This purchase is budgeted in FY2020 in the water operations fund (51).

Recommendation

Staff requests the Committee recommend to the Council the authorization to purchase a solid-state autotransformer with Eaton Corporation, Glendale Heights, IL, in the amount not to exceed \$48,750.

Attachment

- Exhibit A Well 4 Autotransformer Pictures
- Exhibit B Eaton Corporation Cost Proposal

EXHIBIT A



Image 1: This is a picture of the autotransformer that needs replacing.



Image 2: This is a picture of the motor control cabinet for Well 4 where the autotransformer is housed.



Eaton Corporation Electrical Engineering Services & Systems 240 Windy Point Drive Glendale Heights, IL 60139

June 3, 2019

City of Yorkville 610 Tower Lane Yorkville, IL 60560

Attention:

Mr. Jon Bauer

Phone: (630) 878-0093, e-mail: jbauer@yorkville.il.us

Subject:

MCC Size 6 Starter Solution

Eaton Proposal Number CG180539R1

Dear Mr. Bauer:

Thank you for considering Eaton's Electrical Engineering Services & Systems (E-ESS) for your electrical solutions requirements. This proposal outlines our proposed scope of work at your Yorkville facility.

1. PROJECT SUMMARY

Eaton will provide a solution to your size 6 bucket in section 4F of MCC-1A power Yorkville Wells 3 & 4.

2. EQUIPMENT BILL OF MATERIAL

Eaton either will provide a replacement transformer for the existing bucket or will provide a new section for MCC-1A.

3. SCOPE OF WORK

Eaton Corporation will provide the necessary field service personnel, tools, materials and approved test equipment to perform the scope of work as described herein.

Option 1

- o Eaton will supply and install the autotransformer in the existing bucket.
- o All other parts will remain existing in the structure

Option 2

o Eaton will provide a new section and replace into existing MCC

A comprehensive engineering report including findings, test data, and recommendations will be furnished after completion of work.

4. COMPLETION

CONVENTIONAL

Provide Operation and Maintenance Manuals.

5. PRICING

Option 1

\$12,575.00

United City of Yorkville Size 6 Bucket

June 2019

Option 2 John Jitte \$48.750.00

6. DELIVERY

The scheduling of work will be mutually agreed upon between the customer and Eaton's Electrical Engineering Services & Systems. Please allow two weeks for scheduling purposes.

7. QUALIFICATIONS / CLARIFICATIONS

- All work to be completed at straight time, Monday through Friday except for scheduled outages as defined in our proposal.
- Eaton has included 15 minutes of safety training for the first workday.
- Minor repairs and adjustments taking a minimal amount of time will be included in our base price. If additional time or material is required, it will be charged as an extra.
- Any significant delays due to adverse weather will result in additional charges.
- If straight time work is required to be performed on an overtime basis, Customer will be billed the difference between the straight time and overtime rate.
- Stand-by power needs, if deemed necessary, are not included.
- Applicable fees for outage related costs including stand-by and re-connect services are not included.
- Eaton will correct minor deficiencies. Minor deficiencies are those that require no special tools, parts, etc. and take a minimal amount of time to perform. Repair labor beyond this, and all material, will be considered as extra.
- Method of procedure (MOP) development or meeting time not outlined in the scope of work will be treated as an extra.
- Replacement parts and additional labor required to perform any repairs necessary for proper operation of your equipment will be accomplished exclusively at your written direction and authorization.
- Delays beyond the control of Eaton, extras and authorized additional work will be charged in accordance with the Eaton's Electrical Engineering Services & Systems 2017 Price List PL02700001E.
- Delay time: If Eaton arrives onsite to perform scheduled work and the work is cancelled, Eaton will charge for four (4) hours minimum per person, plus travel expenses if no replacement work can be scheduled. If sufficient notice (72 hours) is given to Eaton when canceling scheduled work, no additional charge will apply.

8. SAFETY TRAINING OF EATON FIELD PERSONNEL:

- All Eaton field personnel received training to comply with OSHA CFR1910 Electrical Safety Standard, which sets minimum safety rules and practices for the design, operation, and maintenance of high-voltage systems (over 600 volts). Safety standards are in place to meet or exceed NFPA 70E requirements, and appropriate Personal Protective Equipment (PPE) have been issued.
- The customer is responsible to ensure that any supporting plant personnel have also be fully trained in electrical safety and provided with the appropriate personnel protective equipment.

9. SAFETY ARC-FLASH PROVISIONAL STATEMENT:

The customer supplied Arc-Flash study along with their labeled equipment to meet NFPA requirements will be used to determine the Personal Protective Equipment (PPE) required to perform the work required for this proposal. When a current study and labeling is not available. the time required to determine the proper PPE will be at the current rate per hour, unless included within the Eaton scope of work. Eaton will not perform work activities in situations where the proper level of PPE is not practical. At no time will work be performed when the arc-flash exposure levels are above 40 cal/cm².

10. DIVISION OF RESPONSIBILITY

Eaton Responsibilities:

- Eaton will perform necessary adjustments, which are required to bring equipment to satisfactory operating condition, or review these with you prior to commencement of any additional work.
- Eaton will obtain authorization in advance before performing any additional work. In these cases, Eaton will provide services on a time and material basis. Eaton will provide a listing of all applicable skills classifications that apply to the execution of this contract, and identify the hourly rates (both straight time and overtime) that will apply for the duration of the contract. Eaton will also indicate escalation if applicable and, and in addition, provide a definition of when overtime rates apply.
- Eaton will provide you with a minimum notice of 72 hours of intent to service any equipment.
- Eaton shall furnish test engineers, field technicians, support personnel, tools, equipment, materials, supplies and transportation as required.
- · Eaton will provide and install safety locks, as required, and in accordance with the facility safety guidelines.
- Eaton will perform voltage test and install necessary circuit / equipment safety grounds to assure safe working conditions
- Upon completion of work:
 - 1) Eaton will remove safety grounds installed by Eaton
 - 2) Eaton will remove safety locks installed by Eaton.

Customer Will Be Responsible For The Following:

- Providing free access to equipment within their facility.
- Ensuring that all equipment is available upon arrival of Eaton personnel, including removal from service to permit continuous progression of work. Delay time in making equipment available will be treated as an extra.
- Identifying site contact for this project.
- Providing electricians to remove equipment covers and re-install the same when required.
- Coordinating all outages and perform all switching to de-energize and isolate equipment to be serviced.
- Ensuring that all circuits to be de-energized have been clearly identified and that all plant personnel and downstream operations are aware of the required outage date, time and duration. This includes maintaining power to vital or necessary plant equipment and processes during the performance of this scope of work.
- Providing a copy of the past maintenance records to Eaton personnel.
- Providing manufacturers maintenance manuals upon arrival of Field Engineer/s.
- Supplying a complete set of electrical plans, including the plant single-line diagram, specifications, and any pertinent change orders to Eaton before commencement of work.
- Supply a suitable and stable source of power for operation of test and motorized equipment at each test site when normal power is removed or authorize Eaton to obtain a source of

auxiliary power, Eaton shall specify requirements. Any non-standard generators rentals will result in a price adder to this proposal.

- · Providing a place to receive and unload replacement equipment, test equipment or other supplies.
- Providing special tools supplied by equipment manufacturers.

11. WHY EATON FOR THIS PROJECT:

- Eaton field personnel have years of experience with low, medium, and high voltage electrical distribution equipment and have been factory trained at the Eaton Distribution Equipment Manufacturing Facilities and obtained outside training on other competitors' equipment.
- Eaton maintains a fully functional and operational remote monitoring center, which can be incorporated as part of the solutions to improve your overall electrical system reliability.
- Eaton has access to the engineering departments who currently design electrical equipment.
- Eaton has the following in-house technical support available to the specification engineer:
 - Environmental-Health and Safety personnel
 - Factory design engineers
 - Power Systems Engineers
 - Quality and Standards Engineers

12. PROPRIETARY AND CONFIDENTIAL INFORMATION

This submittal contains Eaton proprietary and confidential information, which may only be used by the City of Yorkville to evaluate and respond to this submittal. By accepting this submittal from Eaton, City of Yorkville agrees to not use this submittal, or any information contained herein, in any manner adverse to Eaton's interests; to keep in confidence the submittal and all information contained; and to not disclose to any third party or publish this submittal, any portion thereof, or any information contained herein without Eaton's prior written consent.

13. TERMS AND CONDITIONS

Any order arising out of this offer will be governed by the conditions contained in Eaton Selling Policy 25-000 effective November 1, 2017. Taxes, if applicable, not included. This offer is valid for 30 days unless otherwise extended, modified or withdrawn, in writing, by Eaton. Payments are due and payable net within thirty (30) days from the date of each invoice.

Please reference Proposal number CG180539R1 on any purchase order issued in response to this proposal.

It is a privilege to have this opportunity to be of service. If there are any further questions or needs, please contact me at 630-373-1652 or by email at paulcreech@eaton.com. Eaton's Electrical Engineering Services & Systems looks forward to working with the City of Yorkville on this project.

Sincerely,

Paul Creech

Paul Creech Services Sales Specialist

United City of Yorkville Size 6 Bucket

June 2019

paulcreech@eaton.com Eaton's Electrical Engineering Services & Systems

http://www.eaton.com/eess

24-Hour Emergency Service: 1-800-498-2678

Attachments: Eaton Selling Policy 25-000



Supersedes Selling Policy 25-000. Pages 1-4, dated November 1, 2008

DOMESTIC U.S.A. GENERAL TERMS AND CONDITIONS OF SALE

Selling Policy

Effective: November 1, 2017, Page

Distribution and **Control Products** and Services 25-000

TERMS AND CONDITIONS OF SALE

The Terms and Conditions of Sale set forth herein, and any supplements which may be attached hereto, constitute the full and final expression of the contract for the sale of products or services (hereinafter referred to as Product(s) or Services by Eaton Corporation (hereinafter referred to as Seller) to the Buyer, and supersedes all prior quotations, purchase orders, correspondence or communications whether written or oral between the Seller and the Buyer. Notwithstanding any contrary language in the Buyer's purchase order, correspondence or other form of acknowledgment, Buyer shall be bound by these Terms and Conditions of Sale when it sends a purchase order or otherwise indicates acceptance of this contract, or when it accepts delivery from Seller of the Products or Services, THE CONTRACT FOR SALE OF THE PRODUCTS OR SERVICES IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF SALE STATED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY SELLER, No contract shall exist except as herein provided.

Complete Agreement

No amendment or modification hereto nor any statement, representation or warranty not contained herein shall be binding on the Seller unless made in writing by an authorized representative of the Seller. Prior dealings. usage of the trade or a course of performance shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party had knowledge of the nature of the performance and apportunity for objection.

Quotations

Written quotations are valid for 30 days from its date unless otherwise stated in the quotation or terminated sooner by notice.

Verbal quotations, unless accepted, expire the same day they are made.

A complete signed order must be received by Seller within 20 calendar days of notification of award, otherwise the price and shipment will be subject to re-negotiation.

Termination and Cancellation

Products

Any order may be terminated by the Buyer only by written notice and upon payment of reasonable termination charges, including all progress billings and all incurred direct manufacturing costs.

Services

Any order may be terminated by the Buyer only by written notice and upon payment of reasonable termination charges including all costs plus profit.

Seller shall have the right to cancel any order at any time by written notice if Buyer breaches any of the terms hereof, becomes the subject of any proceeding under state or federal law for the relief of debtors, or otherwise becomes inscivent or bankrupt, generally does not pay its debts as they become due or makes an assignment for the benefit of creditors.

Prices

All prices are subject to change without notice. In the event of a price change, the effective date of the change will be the date of the new price or discount sheet, letter or telegram. All quotations made or orders accepted after the effective date will be on the new basis. For existing orders, the price of the unshipped portion of an order will be the price in effect at time of shipment.

Price Policy - Products and Services When prices are quoted as firm for quoted shipment, they are firm provided the following conditions are met:

- 1. The order is released with complete engineering details.
- Shipment of Products are made, and Services purchased are provided within the quoted lead time.
- When drawings for approval are required for any Products, the drawings applicable to those Products must be returned within 30" calendar days from the date of the original mailing of the drawings by Seller. The return drawings must be released for manufacture and shipment and must be marked "APPROVED" or "APPROVED AS NOTED." Drawing re-submittals which are required for any other reason than to correct Seller errors will not extend the 30-day period.

If the Buyer initiates or in any way causes delays in shipment, provision of Services or return of approval drawings beyond the periods stated above, the price of the Products or Services will be increased 1% per month or fraction thereof up to a maximum of 18 months from the date of the Buyer's order. For delays resulting in shipment or provision of Services beyond 18 months from the date of the Buyer's order, the price must be renegotiated.

Price Policy - BLS Refer to Price Policy 25-050

Minimum Billing Orders less than \$1,000 will be assessed a shipping and handling charge of 5% of the price of the order, with a minimum charge of \$25.00 unless noted differently on Product d scount sheets.

Taxes

The price does not include any taxes. Buyer shall be responsible for the payment of all taxes applicable to, or arising from, the transaction, the Products, its sale, value or use, or any Services performed in connectio therewith regardless of the person or entity actually taxed.

TERMS OF PAYMENT

Products

Acceptance of all orders is subject to the Buyer meeting Seller's credit requirements. Terms of payment are subject to change for failure to meet such requirements. Seller reserves the right at any time to demand full or partial payment before proceeding with a contract of sale as a result of changes in the financial condition of the Buyer Terms of Payment are either Net 30 days from the date of involce of each shipment or carry a cash discount based on Product type. Specific payment terms for Products are outlined in the applicable Product discount schedules.

Services

Terms of payment are net within 30 days from date of invoice for orders amounting to less than \$50,000.00.

⁶⁰ days for orders through contractors to allow time for their review and approval before and after transmitting them to their

Selling Policy 25-000 November 1, 2008 Page 2



Terms of payment for orders exceeding \$50,000.00 shall be made according to the following:

- Twenty percent (20%) of order value with the purchase order payable 30 days from date of nvoice
- Eighty percent (80%) of order value in equal monthly payments over the performance period payable 30 days from date of invoice.

Except for work performed (i) under a firm fixed price basis or (ii) pursuant to terms of a previously priced existing contract between Seller and Buyer, invoices for work performed by Seller shall have added and noted on each invoice a charge of 3% (over and above the price of the work) which is related to Seller compilance with present and proposed environmental, health and safety regulations associated with prescribed requirements covering hazardous materials management and employee training, communications, personal protective equipment, documentation and record keeping associated therewith.

Adequate Assurances

if, in the judgment of Seller, the financial condition of the Buyer, at any time during the denod of the contract, does not justify the terms of payment specified, Seller may require full or partial payment in advance.

Delayed Payment

if payments are not made in accordance with these terms, a service charge will, without prejudice to the right of Seller to immediate payment, be added in an amount equal to the lower of 1.5% per month or fraction thereof or the highest legal rate on the unpaid balance.

Freight policy will be listed on the Product discount sheets, or at option of Seller one of the following freight terms will be quoted.

F.O.B. – PIS – Frt./Ppd. and Involced Products are sold F.O.B. point of shipment freight prepaid and involced to the Buyer.

F.O.B. - PIS - Frt. Ppd. and Allowed Products sold are delivered F.O.B. point of shipment, freight prepaid and included in the price.

F.O.B. Destination - Frt./Ppd. and Allowed At Buyer's option, Seller will deliver the Products F.O.B. destination freight prepaid and 2% will be added to the net price. The term "freight prepaid" means that freight charges will be prepaid to the accessible common carrier delivery point nearest the destination for shipments within the United States and Puerto Rico unless noted

differently on the Product discount sheets. For any other destination, contact Seller's representative.

Shipment and Routing

Seller shall select the point of origin of shipment, the method of transportation, the type of carrier equipment and the routing of the shinment

If the Buyer specifies a special method of transportation, type of carrier equipment routing or delivery requirement, Buyer shall pay all special freight and handling charges.

When freight is included in the price, no allowance will be made in fleu of transportation if the Buyer accepts shipment at factory, warehouse or freight station or otherwise supplies its own transportation.

Risk of Loss

Risk of loss or damage to the Products shall pass to Buyer at the F.O.B. point.

Concealed Damage
Except in the event of F.O.B. destination shipments, Seller will not participate in any settlement of claims for concealed damage

When shipment has been made on an F.O.B. destination basis, the Buyer must unpack immediately and, if damage is discovered, must

- 1. Not move the Products from the point of examination.
- 2. Retain shipping container and
- packing material.

 3. Notify the carrier in writing of any
- apparent damage. Notify Seller representative within 72 hours of delivery:
- Send Seller a copy of the carrier's inspection report.

Witness Tests/Customer Inspection Standard factory tests may be witnessed by the Buyer at Seller's factory for an additional charge calculated at the rate of \$2,500 per day (not to exceed eight (8) hours) per Product type. Buyer may final inspect Products at the Seller's factory for \$500 per day per Product type.

Witness tests will add one (1) week to the scheduled shipping date. Seller will notify Buyer fourteen (14) calendar days prior to scheduled witness testing or inspection. In the event Buyer is unable to attend, the Parties shall mutually agree on a rescheduled date. However, Seller reserves the right to deem the witness tests waived with the right to ship and invoice Products

For any order held, delayed or rescheduled at the request of the Buyer, Seller may, at its sole option, (1) require payment to be based

on any reasonable basis, including but not limited to the contract price, and any additional expenses, or cost resulting from such a delay; (2) store Products at the sole cost and risk of loss of the Buyer; and/or (3) charge to the Buyer those prices under the applicable price policy. Payment for such price, expenses and costs, in any such event, shall be due by Buyer within thirty (30) days from date of Seller's Invoice. Any order so held delayed or rescheduled beyond six (8) months will be treated as a Buyer termination.

Drawing Approval

Seller will design the Products in line with, in Seller's judgment, good commercial practice. If at drawing approval Buyer makes changes outside of the design as covered in their specifications, Seller will then be paid reasonable charges and allowed a commensurate delay in shipping date based on the changes made.

Drawing Re-Submittal

When Seller agrees to do so in its quotation, Seller shall provide Buyer with the first set of factory customer approval drawing(s) at Seller's expense. The customer approval drawing(s) will be delivered at the quoted delivery date. If Buyer requests drawing changes or additions after the initial factory customer approval drawing(s) have been submitted by Seller, the Seller, at its option, may assess Buyer drawing charges. Factory customer approval drawing changes required due to misinterpretation by Seller will be at Seller's expense. Approval drawings generated by Bid-Manager are excluded from this provision.

WARRANTY

Warranty For Products

Seller warrants that the Products manufactured by it will conform to Seller's applicable specifications and be free from failure due to defects in workmanship and material for one (1) year from the date of Installation of the Product or eighteen (18) months from the date of shipment of the Product, whichever occurs first.

In the event any Product falls to comply with the foregoing warranty Seller will, at its option, either (a) repair or replace the defective Product, or defective part or component thereof, F.O.B. Seller's facility freight prepaid, or (b) credit Buyer for the purchase price of the Product. All warranty claims shall be made in writing.



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Seller requires all non-conforming Products be returned at Seller's expense for evaluation unless specifically stated otherwise in writing by Seller.

This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with Seller's recommendations and industry standard practice or due to accident, misuse, abuse or negligence. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses, which may be incurred in connection with repair or replacement.

This warranty does not apply to equipment not manufactured by Seller. Seller limits itself to extending the same warranty it receives from the supplier.

Extended Warranty for Products If requested by the Buyer and specifically accepted in writing by Seller, the foregoing standard warranty for Products will be extended from the date of shipment for the period and price indicated below:

24 months – 2% of Contract Price 30 months – 3% of Contract Price 36 months - 4% of Contract Price

Special Warranty (In and Out) for **Products**

if requested by the Buyer and specifically accepted in writing by Seller, Seller will, during the warranty period for Products, at an additional cost of 2% of the contract price, be responsible for the direct cost of

- Removing the Product from the installed location.
- Transportation to the repair facility and return to the site
- 3. Reinstallation on site.

The total liability of Seller for this Special Warranty for Products is limited to 50% of the contract price of the particular Product being repaired and excludes expenses for removing adjacent apparatus, walls, piping, structures, temporary service, etc.

Warranty For Services

Seller warrants that the Services performed by it hereunder will be performed in accordance with generally accepted professional standards.

The Services, which do not so conform, shall be corrected by Selier upon notification in writing by the Buyer within one (1) year after completion of the Services.

Unless otherwise agreed to in writing by Seller, Seller assumes no responsibility with respect to the suitability of the Buyer's, or its customer's, equipment or with respect to any latent defects in equipment not supplied by Seller. This warranty does not cover damage to Buyer's, or its oustomer's, equipment, components or parts resulting in whole or in part from improper maintenance or operation or from their deteriorated condition. Buyer will, at its cost, provide Seller with unobstructed access to the defective Services, as well as adequate free working space in the immediate vicinity of the defective Services and such facilities and systems, including, without imitation, docks, cranes and utility disconnects and connects, as may be necessary in order that Seller may perform its warranty obligations. The conducting of any tests shall be mutually agreed upon and Seller shall be not fied of, and may be present at, all tests that may be made.

Warranty for Power Systems Studies Seller warrants that any power systems studies performed by it will conform to generally accepted professional standards. Any portion of the study which does not so conform, shall be corrected by Seller upon notification in writing by the Buyer within six (6) months after completion of the study. All warranty work shall be performed in a single shift straight time basis Monday through Friday. In the event that the study requires correction of warranty items on an overtime schedule, the premium portion of such overtime shall be for the Buyer's account.

Limitation on Warranties for Products, Services and Power Systems Studies THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. SELLER DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CORRECTION OF NON-CONFORMITIES IN THE MANNER. AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR FAILURE OF SELLER TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE BUYER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE

Asbestos

Federal Law requires that building or facility owners identify the presence, location and quantity of asbestos containing material (hereinafter "ACM") at work sites. Seller is not licensed to abate ACM. Accordingly, for any contract which includes the provision of Services, prior to (i) commencement of work at any site under a specific Purchase Order, (ii) a change in the work scope of any Purchase Order, the Buyer will certify that the work area associated with the Seller's scope of work includes the handling of Class II ACM, including but not limited to generator wedges and high temperature gaskets which include ascestos materials. The Buyer shall, at its expense, conduct abatement should the removal, handling, modification or reinstallation, or some or all of them, of said Class II ACM be likely to generate airborne asbestos fibers; and should such abatement affect the cost of or time of performance of the work then Seller shall be entitled to an equitable adjustment in the schedule, price and other pertinent affected provisions of the contract.

Compliance with Nuclear Regulation Seller's Products are sold as commercial grade Products not intended for application in facilities or activities licensed by the United States Nuclear Regulatory Commission for atomic purposes. Further certification will be required for use of the Products in any safety-related application in any nuclear facility licensed by the U.S. Nuclear Regulatory Commission.

Returning Products

Authorization and shipping instructions for the return of any Products must be obtained from Seller before returning the Products. When return is occasioned due to Seller error. full credit including all transportation charges will be allowed.

Product Notices

Buyer shall provide the user (including its employees) of the Products with all Seller supplied Product notices, warnings, instructions, recommendations and similar materials.

Force Maleure

Seller shall not be liable for failure to perform or delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the Buyer, riot, embargo, fuel or energy shortage, car shortage, wrecks or delays in transportation, or due to any other cause beyond Seller's reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

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Liquidated Damages

Contracts which include liquidated damage clauses for failure to meet shipping or job completion promises are not acceptable or binding on Seller, unless such clauses are specifically accepted in writing by an authorized representative of the Seller at its headquarters office.

Patent Infringement

Seller will defend or, at its option, settle any suit or proceeding brought against Buyer, or Buyer's customers, to the extent it is based upon a claim that any Product or part thereof, manufactured by Seller or its subsidiaries and furnished hereunder, infringes any United States patent, other than a claim of infringement based upon use of a Product or part thereof in a process, provided Seller is notified in reasonable time and given authority, information and assistance (at Seller's expense) for the defense of same. Seller shall pay all legal and court costs and expenses and court-assessed damages awarded therein against Buyer resulting from or incident to such suit or proceeding. In addition to the foregoing, if at any time Seller determines there is a substantial question of infringement of any United States patent, and the use of such Product is or may be enjoined, Seller may, at its option and expense: either (a) produre for Buyer the right to continue using and selling the Product; (b) replace the Product with noninfringing apparatus; (c) modify the Products of the comes non-infringing; or (d) as a last resort, remove the Product and refund the purchase price, equitably adjusted for use and obsolescence. In no case does Seller agree to pay any recovery based upon its Buyer's savings or profit through use of Seller's Products whether the use be special or ordinary. The foregoing states the entire liability of Seller for patent infringement.

The preceding paragraph does not apply to any claim of infringement based upon: (a) any modification made to a Product other than by Seller, (b) any design and/or specifications of Buyer to which a Product was manufactured; or (c) the use or combination of Product with other products where the Product does not itself infringe. As to the above-identified claim situations where the preceding paragraph does not apply, Buyer shall defend and hold Seller harmless in the same manner and to the extent as Seller's obligations described in the preceding paragraph. Buyer shall be responsible for obtaining (at Buyer's expense) all license rights required for Seller to be able to use software products in the possession of Buyer where such use is required in order to perform any Service for Buyer.

With respect to a Product or part thereof not manufactured by Seller or its subsidiaries, Seller will attempt to obtain for Buyer, from the supplier(s), the patent indemnification protection normally provided by the supplier(s) to customers.

Compliance with OSHA

Seller offers no warranty and makes no representation that its Products comply with the provisions or standards of the Occupational Safety and Health Act of 1970. or any regulation issued thereunder. In no event shall Seller be liable for any loss, damage, fines, penalty or expenses arising under said Act

Limitation of Liability

THE REMEDIES OF THE BUYER SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND ARE ITS SOLE REMEDIES FOR ANY FAILURE OF SELLER TO COMPLY WITH ITS OBLIGATIONS HEREUNDER

NOTWITHSTANDING ANY PROVISION IN THIS CONTRACT TO THE CONTRARY IN NO EVENT SHALL SELLER BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGE TO PROPERTY OR EQUIPMENT OTHER THAN PRODUCTS SOLD HEREUNDER, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF PRODUCTS, COST OF CAPITAL, CLAIMS OF CUSTOMERS OF THE BUYER OR ANY SPECIAL INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF WHETHER SUCH POTENTIAL DAMAGES ARE FORESEEABLE OR IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE TOTAL CUMULATIVE LIABILITY OF SELLER ARISING FROM OR RELATED TO THIS CONTRACT WHETHER THE CLAIMS ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE OF THE PRODUCT OR SERVICES ON WHICH SUCH LIABILITY IS BASED

> Eaton Corporation. 1000 Cherrington Parkway Moon Township, PA 15108 United States Tel: 1-900-525-2000 Eaten.com

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

Agenda Item Number	
New Business #5	
Tracking Number	
PW 2019-58	

Agenda Item Summary Memo

Title: Hydrant Flushing						
Meeting and Date:	Meeting and Date: Public Works Committee - August 20, 2019					
Synopsis: A brief or	verview of hydrant flushin	g				
Council Action Prev	viously Taken:					
Date of Action:	Action Ta	ıken:				
Item Number:						
Type of Vote Requir	red: None					
Council Action Req	uested: None					
Submitted by:	Eric Dhuse Name	Public Works Department				
Agenda Item Notes:						



Memorandum

To: Public Works Committee

From: Eric Dhuse, Director of Public Works

CC: Bart Olson, Administrator

Date: August 13, 2019 Subject: Hydrant Flushing

Summary

A brief overview hydrant flushing practices in the city

Background

Currently, the city has nearly completed flushing all hydrants in the system. We started in late May and only have the areas of Cimmeron Ridge and Fox Hill left to flush. In addition to this flushing, we routinely flush many dead-end hydrants in areas such as Prestwick, Fox Hill, and Grande Reserve. Our goal is to provide clean, safe drinking water for all residents always.

In the past, we have tried different flushing techniques such as operating every second or third hydrant to create a 2-3 year full flush, flushing the ends of the pressure zone only while operating hydrants with the caps closed, or just flushing the ends of the pressure zones. These different techniques were used to try and conserve water, time and manpower. Although these methods are adequate, they are not as complete as a full flush for removing and sediment from the pipes and performing a thorough flush.

To better understand how we flush each pressure zone, I will bring a map to the meeting that will show all four pressure zones and how we flush each zone to ensure a complete flush.



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

Agenda Item Number
New Business #6
Tracking Number
PW 2019-59

Agenda Item Summary Memo

Title: Invitation to Bid the	Construction of the Public Worl	ks Materials Storage Shed
Meeting and Date: Publi	c Works Committee – August 20	0, 2019
Synopsis: See Attached M	emo	
Council Action Previously	Taken:	
Date of Action: N/A	Action Taken:	
Item Number:		
Type of Vote Required: S	upermajority (6 out of 9)	
Council Action Requested	: Approval	
Submitted by: Carri Parke	<u> </u>	Administration
	Name	Department
	Agenda Item Notes:	





To: Public Works Committee

From: Eric Dhuse, Public Works Director

Carri Parker, Purchasing Manager Bart Olson, City Administrator

Date: August 20, 2019

CC:

Subject: Public Works Materials Storage Shed ITB Results Discussion

Summary

Discussion of the bid results and contract award for the Construction of the Public Works Materials Storage Shed Invitation To Bid (ITB) and corresponding budget amendment.

Background

The former 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 proceeds were going to be funded out of the Motor Fuel Tax (MFT) Fund. Due to the State not 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 process. The only change to the original plans was 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 plans and the original plans for the Materials Storage Shed 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.

On August 2, 2019, the City held a public bid opening for the construction of the new Public Works materials storage shed. Three (3) bids were received: Schramm Construction, R. Berti Building Solutions and Lite Construction. Lite Construction, located in Montgomery, IL, was the lowest responsible bidder. The bids received from Schramm Construction and R. Berti Building Solutions are disqualified as both of them did not submit the correct bid tab per Addendum #2. The bid tab is attached for reference.

Recommendation

Staff requests the Committee to recommend to the Council authorizing the execution of a contract with Lite Construction, Montgomery, IL, for the construction of the Public Works materials storage shed in the amount not to exceed \$249,700.

In addition, a budget amendment would also need to be approved in order to appropriate funds for this project. As shown on Schedule A of Exhibit 3, \$250,000 would need to be transferred out of the General Fund (i.e. other financing use out of the 640-Administrative Services cost center on page 4) into the City-Wide Capital Fund (i.e. other financing source on page 6). The expenditures related to the proposed construction of the material storage shed would be shown on page 7, under the line item 23-216-60-00-6003. This amendment has no budgetary impact on the City-Wide Capital Fund, since the expenditure is offset by a transfer from the General Fund. This proposed amendment would cause the General Fund budget to go into a deficit position; however, it should be noted that even with the proposed \$250,000 transfer, amended fund balance is ~\$130,000 higher than originally budgeted, due to the surplus of ~\$380,000 generated in FY 2019.

Furthermore, staff recommends that the building facilities master plan study (budgeted at \$150,000 under Property & Building Maintenance Services 23-216-5446) and the fueling station project (budgeted at \$41,250 under Buildings & Structures 23-216-6020) be deferred; for a budgeted cost savings of \$191,250 in the City-Wide Capital Fund. Staff proposes that these two deferred projects remain in the budget to facilitate future discussions regarding their potential funding, as warranted by financial circumstances.

Attachments

- Ordinance Proposed Budget Amendment
- Exhibit A Bid Tab
- Exhibit B Lite Construction Contract
 - o Schedule A General Fund

Ordinance No. 2019-

AN ORDINANCE AUTHORIZING THE FOURTH AMENDMENT TO THE ANNUAL BUDGET OF THE UNITED CITY OF YORKVILLE, FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2019 AND ENDING ON APRIL 30, 2020

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

WHEREAS, pursuant to 65 ILCS 5/8-2-9.4, the City adopted Ordinance No. 2019-24 on April 9, 2019 adopting an annual budget for the fiscal year commencing on May 1, 2019 and ending on April 30, 2020; and,

WHEREAS, pursuant to 65 ILCS 5/8-2-9.6, by a vote of two-thirds of the members of the corporate authorities then holding office, the annual budget of the United City of Yorkville may be revised by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves. No revision of the budget shall be made increasing the budget in the event funds are not available to effectuate the purpose of the revision; and,

WHEREAS, funds are available to effectuate the purpose of this revision.

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

Section 1: That the amounts shown in Schedule A, attached hereto and made a part hereof by reference, increasing and/or decreasing certain object classes and decreasing certain fund balances in the General and City-Wide Capital funds with respect to the United City of Yorkville's 2019-2020 Budget are hereby approved.

Section 2: This ordinance shall be in full force and effect from and after its passage and approval according to law.

Passed by the City Coun	icil of the United	City of Yorkville, Kendall Cou	nty, Illinois this
day of	, 2019.		
		CITY CLERK	
KEN KOCH _		DAN TRANSIER	
JACKIE MILSCHEWSKI _		ARDEN JOE PLOCHER	
CHRIS FUNKHOUSER _		JOEL FRIEDERS	
SEAVER TARULIS		JASON PETERSON	
Approved by me, as Ma	yor of the United	City of Yorkville, Kendall Cou	unty, Illinois, this
day of	, 2019.		
		MAYOR	

Public \ Bid Openi	City of Yorkville - Bid Tab Works Materials Storage Shed Construction ITB ng - Friday, August 2, 2019 at 9:00 a.m. City Hall - 800 Game Farm Road				Engineer's	s Estimate	Schramm Co Saint Ch (Non-Responsive bid s	arles, IL - did not use new	(Changed	ilding Solutions, oliet, IL Quantity on Bid Sheet)	Lite Cons Montgo	
Required a	attachments:						Yes	or No	Υ	es or No	Yes o	r No
Signed Bio	d Sheet						Υ	es		Yes	Υe	es
Signed Bio	Sheet with Certifications						Υ	es		Yes	Υe	es
Detailed E	exception Sheet (optional)						Υ	es		Yes	Ye	es .
Equipmen	t List						Υ	es		Yes	Υe	es
Subcontra	acting List							es		Yes	Υe	
Reference	es ·						Υ			Yes	Υe	es
Signed Co	ntract						N	0		No	N	0
Bid Bond ((10%)						N	0		Yes	Υe	es .
Signed Ad	dendum 1						Υ	es		Yes	Ye	es es
Signed Ad	dendum 2						Υ	es		Yes	Υe	es
No.	Item Description	Unit	Quantity	ι	Unit Price	Amount	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	CONCRETE SLAB REMOVAL, 6"	SY	252	\$	15.00	\$ 3,780.00			\$ 23.96	\$ 6,635.00	\$ 10.50	\$ 2,646.00
2	HMA REMOVAL, 5"	SY	116	\$	20.00	\$ 2,320.00			\$ 25.88	\$ 2,950.00	\$ 13.00	\$ 1,508.00
3	PERIMETER EROSION BARRIER	LF	95	\$	4.00	\$ 380.00			\$ 6.00	\$ 600.00	\$ 4.00	\$ 380.00
4	INLET PROTECTOR	EACH	1	\$	250.00	\$ 250.00			\$ 150.00	\$ 150.00	\$ 300.00	\$ 300.00
5	AGGREGATE BASE COURSE, 4"	SY	303	\$	12.00	. ,	1		\$ 8.58		\$ 12.00	. ,
	CAST-IN-PLACE CONCRETE	LS	1	\$	125,000.00	\$ 125,000.00			\$ -	\$ 109,390.00		
	PRE-ENGINEERED POST FRAME BUILDING SYSTEM	LS	1	\$	-,	\$ 110,000.00			\$ -	\$ 81,500.00	·	
	BOLLARD	EACH	6	\$	800.00	· ,			\$ 300.00	\$ 1,800.00		· · · · · · · · · · · · · · · · · · ·
	RESTORATION, CA-6, 6"	SY	50	\$	30.00	• •			\$ 20.00	\$ 1,000.00	\$ 8.00	•
	RESTORATION, HMA, SC, MIX "D", IL9.5, N50, 6" (2 LIFTS)	TON	14	\$	400.00				\$ -	\$ -	\$ 321.00	·
	NON-SPECIAL, NON- HAZARDOUS SOIL WASTE DISPOSAL – TYPE 1	TON	25	\$	100.00				\$ -	\$ -	\$ 95.00	·
	ALLOWANCE	UNIT	10,000	\$	1.00	\$ 10,000.00			\$ 1.00		\$ 1.00	\$ 10,000.00
	OTHER FEES									\$ 35,428.00		
					ļ							
TOTAL PR	TOTAL PROJECT AMOUNT		\$		269,766.0	\$	340,000.00	\$	252,053.00	\$	249,700.00	



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

Deadline:

Friday, August 2, 2019 at 9:00 a.m.

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UNITED CITY OF YORKVILLE, ILLINOIS LEGAL NOTICE INVITATION FOR BID

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

Sealed bids will be received at the address listed below until **Friday**, **August 2**, **2019 at 9:00 a.m. local time**. Bids will be publicly opened and read aloud at the date and time stated above. Proposals not physically received by the date and time listed above will be returned, unopened to the firm. Emailed or faxed bids will not be accepted.

All proposals should be addressed to:

United City of Yorkville
Re: (vendor name)
Invitation to Bid – Material Storage Shed
Attention: Carri Parker, Purchasing Manager
800 Game Farm Road
Yorkville, IL 60560

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

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

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

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

Carri Parker Purchasing Manager

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

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

- 1. Forms All bids must be submitted on the forms provided, complete with all blank spaces filled in and properly signed in ink in the proper spaces and submitted in a sealed envelope. All bid forms may be obtained from the United City of Yorkville City Hall, 800 Game Farm Road, Yorkville, IL 60560. Please contact the Purchasing Manager to schedule a time to pick up the packet. When completed deliver to the United City of Yorkville City Hall, Attn. Carri Parker, Purchasing Manager, 800 Game Farm Road, Yorkville, IL 60560 prior to the bid opening date and time. Bids must be identified as such on the outside of the sealed envelope by marking the envelope "SEALED BID" and with the following information: Company's name, address, item bid, date and time of opening. Bidders may attach separate sheets for the purpose of explanation, exception, or alternative proposal and to cover required unit prices.
- 2. <u>Submittal of Bid</u> Bids must be submitted to the attention of the Carri Parker, Purchasing Manager at the above address no later than **Friday**, **August 2**, **2019 at 9:00 a.m. local time**. Bids arriving after the specified time will not be accepted. Mailed bids which are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope. Bidders should carefully consider all bid delivery options and select a method that will successfully deliver their bid by the required time and date.
- 3. Examination of Bid Forms, Specifications, and Site The bidder shall carefully examine the bid forms which may include the invitation to bid, instruction to bidders, general conditions, special conditions, plans, specifications, bid form, bond, contract, and any addenda to them, and sites of the proposed work (when known) before submitting the bid. The bidder shall verify all measurements relative to the work, shall be responsible for the correctness of same. The bidder will examine the site and the premises and satisfy themselves as to the existing conditions under which the bidder will be obligated to operate. Failure of the bidder to notify the City, in writing, of any condition(s) or measurement(s) making it impossible to carry out the work as shown and specified, will be construed as meaning no such conditions exist and no additional moneys will be added to the contract. The successful bidder must notify all utility companies that are a part of J.U.L.I.E. of the responsibility of each utility company to locate its utilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

43. <u>Bid Schedule</u> –

Selection Process Steps	Estimated Date(s)
Release of Invitation to Bid (ITB)	Friday, July 5, 2019
Pre-Bid Meeting (Optional)	Monday, July 15, 2019
Final Date for Contractors to Submit Questions	Friday, July 26, 2019 at 12:00 p.m.
Addenda posted	Tuesday, July 30, 2019 at 12:00 p.m.
Proposals Due	Friday, August 2, 2019 at 9:00 a.m.
Public Works Committee Contract Approval	Tuesday, August 20, 2019
City Council Contract Approval	Tuesday, August 27, 2019
Pre-Construction Meeting (mandatory)	Wednesday, September 4, 2019
Not to proceed	Monday, September 9, 2019
Project Completion Deadline	November 1, 2019

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 <u>no less</u> 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. <u>Location of improvements</u>

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. Maintenance of roadways, drives and parking areas

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

XXVIII. Working environment

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

XXIX. Mobilization

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

XXX. Construction staking and marking

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

XXXI. Submittals

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

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

XXXII. Retention

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

XXXIII. Pay item special provisions

A. Concrete Slab and Pavement Removal

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

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

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

B. Aggregate Base Course, 4"

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

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

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

C. Cast-In-Place Concrete

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

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

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

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

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

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

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

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

D. Pre-Engineered Post Frame Building Systems

General

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

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

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

2. Reference Standards:

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

B. Framing Lumber

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

C. Wood LVL Rafters

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

3. System Description:

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

4. Design Requirements:

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

5. Submittals:

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

6. Quality Assurance:

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

7. Qualifications:

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

8. Regulatory Requirements:

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

9. Environmental Requirements:

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

10. Delivery, Storage and Handling:

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

11. Warranty:

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

FOR FIFTY (50) YEARS

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

FOR FORTY (40) YEARS

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

FOR THIRTY (30) YEARS

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

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

FOR TWENTY (20) YEARS

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

FOR SEVEN (7) YEARS

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

FOR FIVE (5) YEARS

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

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

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

FOR ONE (1) YEAR

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

Products

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

13. Materials – Framing:

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

B. Columns

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

C. Wood Rafters

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

D. Baseboards

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

E. Wall Girts

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

F. Purlins and Truss Ties

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

G. Wind Bracing

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

H. Framing Around Openings

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

I. Headers

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

J. Incidental framing

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

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

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

L. Column Anchor.

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

14. Materials – Prefinished Materials:

A. Roofing Panel Options

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

B. Sidewall Siding

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

C. Metal Trim Items

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

D. Gutter and Downspouts

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

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

15. Materials – Other:

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

Execution

16. Examination:

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

17. Erection – Framing – General:

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

18. Erection Framing:

A. Columns

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

B. Baseboards

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

C. Wall Girts

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

D. Rafters

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

E. Purlins

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

F. Truss Ties

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

G. Incidental Framing

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

19. Erection – Prefinished Metals, General:

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

20. Erection – Prefinished Metals:

A. Roofing Panels.

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

B. Siding Panels

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

C. Trim Items

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

D. Ridges

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

E. Gutters and Downspouts

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

F. Strips

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

21. Tolerances/Quality Assurance:

A. Framing Members.

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

B. Siding and Roofing

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

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

E. Bollard

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

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

F. Restoration

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

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

Topsoil stripping and stockpiling shall be completed as follows:

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

Topsoil replacement shall be completed as follows:

- 1. Preparation of subsoil
 - a. Prepare sub-soil to eliminate uneven areas and low spots. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes into level 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. <u>Erosion Control</u>

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: Lite Construction, In	nc	
Our firm has not altered any of the writt requiring input by the respondent have been char	en texts within this docunged or completed.	ment. Only those areas
If it is the Contractor's intention to utilize a sa Contract, the City must be advised of the subcor fax numbers, and a contact person's name at the	ntractor's company name	
	<u>YES</u>	<u>NO</u>
Will you be utilizing a subcontractor?	X	
If yes, have you included all required Information with your bid submittal?	_X_	
NO BID – Keep our company on your Contractors List)R	
Contractors List	Signature	
NO BID – Remove our company from	Date	
Your Contractors List	Signature	
	Date	

BID SHEET CONTINUED

(Revised 7-26-2019)

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	PRICING	
				UNIT PRICE	TOTAL
1	CONCRETE SLAB REMOVAL, 6"	SY	252	\$10.50	\$2646.0
2	HMA REMOVAL, 5"	SY	116	\$ 13.00	\$1508,00
3	PERIMETER EROSION BARRIER	LF	95	\$ 4.00	\$ 380.60
4	INLET PROTECTOR	EACH	1	\$ 300.00	\$300,00
5	AGGREGATE BASE COURSE, 4"	SY	303	\$ 12.00	\$ 3,636.0
6	CAST-IN-PLACE CONCRETE	LS	1	\$ 44.961	\$14496
7	PRE-ENGINEERED POST FRAME BUILDING SYSTEM	LS	1	\$76,500,	\$76,000
8	BOLLARD	EACH	6	\$ 500.00	\$ 3,000.00
9	RESTORATION, CA-6, 6"	SY	50	\$ 8.00	\$ 400.00
10	RESTORATION, HMA, SC, MIX "D", IL9.5, N50, 6" (2 LIFTS)	TON	14	\$ 321.00	\$4,494.
11	NON-SPECIAL, NON- HAZARDOUS SOIL WASTE DISPOSAL – TYPE 1	TON	25	\$ 95.00	\$2,375.0
12	ALLOWANCE	UNIT	10,000	\$1.00	\$10,000
			T(OTAL BID	\$24970

Lite Construction, Inc - James E Campbe)
(Printed Name of Contractor)

Signature of Authorized Representative

Date

BID SHEET CONTINUED

The undersigned contractor;

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

Lite Construction, Inc		8/2	2/19
Contractor's Firm Name		Date	
January G. Co	aught	James	E Campbell President
Signed Name and Title	400	Print N	Name and Title
711 S. Lake St.	Montgomery	IL	60538
Street Address	City	State	Zip
630/896/7220		630/896	/1304
Phone Number		Fax N	umber
timc@liteconstructi	on.com		
Email Address			

DETAIL EXCEPTION SHEET

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

Bidder's exceptions are:	

EQUIPMENT LIST

Name	Make	Model	Year	Use	
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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		
Wicks Building		
Business Name		
1107 East South Bridge S	t Yorkville, 12, 60560	
Address	City, State, Zip Code	
630 553 6350	\$ 76,000.00	
Telephone Number	Value of Work Subcontracted	
Pole Building Nature of Work Subcontracted		
Nature of Work Subcontracted		
Subcontractor No. 2		
Business Name		
Address	City, State, Zip Code	
Telephone Number	Value of Work Subcontracted	
Nature of Work Subcontracted		

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	
See Attached AIA 305	
Business Name	
Address	City, State, Zip Code
Contact Person	Telephone Number
Dates of Service	
Reference No. 2 Business Name Reference No. 2	Highway Department
4780 Rt 47 Address	Vakvije II 40560 City, State, Zip Code
Fran Klaas Contact Person	630.553.7617 Telephone Number
Dates of Service	

Reference No. 3	
Vorkuille School Di	and
Business Name	
602 Center Parkway	Vorkville II 60560 City/State, Zip Code
Address	City State, Zip Code
Bran DeBoH	630.878.1262
Contact Person	Telephone Number
2015,16,17418	
Dates of Service	

If additional sheets are needed, please make copies.

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

CONTRACT

Un	THIS CONTRACT made this day of, 2019, by and between the
	ited City of Yorkville, an Illinois municipal corporation hereinafter called the "Owner" and
her	located ateinafter called the "Contractor".
	WITNESSETH:
	WHEREAS, the Owner has heretofore solicited Bid Proposals for all labor and materials sessary to complete the work specified in the Invitation To Bid the Construction of the Public orks Materials Storage Shed;
sai	WHEREAS , the Owner has found that the Contractor is the lowest responsible bidder for d work and has awarded the Contractor this contract for said work.
the	NOW, THEREFORE , for and in consideration of their mutual promises and agreements, parties hereto do hereby agree as follows:
 2. 	The Contractor agrees to furnish all materials, supplies, tools, equipment, labor and other services necessary to commence and complete the Snow Removal Services proposal in accordance with the conditions and prices stated in the Invitation to Bid, Instructions to Contractors – General Conditions, Special Conditions, Insurance Requirements, Specifications and Plans, Bid Proposal, and Detail Exception Sheet all of which are made a part hereof and herein called the "Contract Documents". The Owner will pay the Contractor in the amounts, manner and at times as set forth in the Contract Documents.
the	IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by ir duly authorized officials, this Contract as of the day and year first above written:
	OWNER: UNITED CITY OF YORKVILLE
Att	By: Mayor CONTRACTOR:



Construction of the Materials Storage Shed ITB – ADDENDUM #1 July 9, 2019

1. IMPORTANT INSTRUCTIONS TO BIDDERS

This addendum must be read, signed and dated by the bidder and included with the bid documents submitted by the bidder on or before the bid closing date and time. Failure to include this addendum with the bid documents may result in bid rejection.

Bidder will carefully note the inclusion of this addendum on the bid form.

- 2. ATTACHMENTS TO THIS ADDENDUM:
- 3. CHANGES:
- 4. ADDITIONS:
- 5. DELETIONS:
- 6. SCHEDULE:
 - a. An optional pre-bid meeting has been scheduled for July 15, 2019 at 2:00 pm at 610 Tower Lane, Yorkville.
- 7. CLARIFICATIONS:
 - a. Drawings of the building can be found on page 45 of the bid packet.
- 8. ACKNOWLEDGMENT

The Bidder acknowledges receipt of this Addendum and understands its content to the Bid Documents.

9. SIGNATURE AND DATE

Date



Public Works Materials Storage Shed ITB – ADDENDUM #2 July 30, 2019

1. IMPORTANT INSTRUCTIONS TO BIDDERS

This addendum must be read, signed and dated by the bidder and included with the bid documents submitted by the bidder on or before the bid closing date and time. Failure to include this addendum with the bid documents may result in bid rejection.

Bidder will carefully note the inclusion of this addendum on the bid form.

- 2. ATTACHMENTS TO THIS ADDENDUM:
 - a. Exhibit A: Clarifications
 - b. Exhibit B: Revised Plans
 - c. Exhibit C: Revised Bid Sheet
- 3. CHANGES:
- 4. ADDITIONS:
- 5. DELETIONS:
- 6. SCHEDULE:
- 7. CLARIFICATIONS:
- 8. ACKNOWLEDGMENT

The Bidder acknowledges receipt of this Addendum and understands its content to the Bid Documents.

9. SIGNATURE AND DATE

Authorized Signature

Date

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Hartford, Connecticut 06183

CONTRACTOR:

(Name, legal status and address) Lite Construction, Inc. 711 S. Lake Street Montgomery, IL 60538

OWNER:

(Name, legal status and address) United City of Yorkville 800 Game Farm Road Torkville, IL 60560

SURETY:

(Name, legal status and principal place of business) Travelers Casualty and Surety Company of America One Tower Square Hartford, CT 06183

BOND AMOUNT: Ten Percent of Accompanying Bid (10% of Bid)

PROJECT: Public Works Material Storage Shed

(Name, location or address, and Principal number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall Tellie Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project Any pro this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond sha construed as a statutory bond and not as a common law bond.

Signed and sealed this

2nd

August, 2019 day of

(Seal)

(Surety)

(Title) David Kotula,

Lite Construction, Inc

(Principal)

Attorney-in-Fact

(Seal)

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition

Acknowledgement of Corporate Surety

STATE OF ILLINOIS)) SS	
COUNTY OF WILL)	
On this <u>2nd</u> day of <u>August</u>	before me personally
appeared <u>David A. Kotula</u> , t	o me known, who, being by me duly sworn,
did depose and say: that _he_ resides at _ Chica	go, IL thathe is/ are the
Attorney-in-fact ofTravelers Casualty and Surety C	ompany of America, the corporation
described in and which executed and annexed in	strument; thathe know(s) the corporate
seal of said corporation; that the seal affixed to	said instrument is such corporate seal; that it
was so affixed by the order of the Board of Direc	ctors of said corporation; thathe signed
the same name(s) thereto by like order; and tha	t the liabilities of said corporation do not
exceed its assets as ascertained in the manner p	rovided by law.
OFFICIAL SEAL	Brandie Catlin'
OFFICIAL SEAL BRANDIE CATLIN NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:03/31/22	(Notary Public in and for the Above County and State)
	My Commission Expires03/31/22



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint DAVID KOTULA of CHICAGO

Illinois , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017







State of Connecticut

City of Hartford ss.

By: Robert L. Ranev. Serifor Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 2nd

day of August

2019





Kevin E. Hughes, Assistant Secretary



Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: United City of Yorkville 800 Games Farm Rd Yorkville IL 60560

ADDRESS:

SUBMITTED BY: / Lite Construction, Inc.

NAME: Tim Campbell

ADDRESS:

711 \$ Lake St. Montgomery IL 60538

PRINCIPAL OFFICE

[X] Corporation

] Partnership

] Individual

] Joint Venture

[] Othe

NAME OF PROJECT (if applicable): - Public Works Material Storage Shed

TYPE OF WORK (file separate form for each Classification of Work):

[X] General Construction

[] HVAC

| Electrical

l Plumbing

Other (please specify)

§ 1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor? 28yrs

§ 1.2 How many years has your organization been in business under its present business name? 28yrs

§1.2.1 Under what other or former names has your organization operated? N/A

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added Information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the Information is made by AIA or AGC.

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: 1980

§ 1.3.2 State of incorporation: Illinois

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User Notes:

§ 1.3.3 President's name: James E Campbell § 1.3.4 Vice-president's name(s) Tim Campbell

§ 1.3.5 Secretary's name: Tammi Campbell § 1.3.6 Treasurer's name: Tammi Campbell

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable): § 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2. LICENSING \$ 2.1 User jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

Fox Valley General Contractors Association

22 Last jurisdictions in which your organization's partnership or trade name is filed.

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

Concrete, Carpentry, Bricklayer

3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.) § 3.2.4 Has your organization ever failed to complete any work awarded to it?

NO

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

NO

§3:23 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.) NO

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separate sheet, list major construction projects your organization has in progress, giving the name of owner, architect, contract amount, percent complete and scheduled completion date.

See Attached

§ 3.4.1 State total worth of work in progress and under contract:

4 Million

4 Million

35 On a separate sheet; list the major projects your organization has completed in the past five years, giving the size of the work are the contract amount, date of completion and percentage of the cost of the work time of pholesis owner architect, contract amount, date of completion and percentage of the cost of the work Trormed with your own forces.

See Attached

ginnual amount of construction work performed during the past five years:

9 Million

which construction experience and present commitments of the key individuals of your

ah Watson 630-420-3553 Call Sarah for info Second Jason Penman 630-466-4841 Call Jason for info

Name of bonding company:

welers easualty & Surety Company of America

215 Shuman Blvd Naperville IL 60563

Kotula Group

220 N. Green St. Chicago IL 60607

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items: See Attached

turrent Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued ncome, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

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Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

Weber & Associates 630-897-4500

314N Lake Staurora IL 60506 § 55831s the atlantage of financial slatement for the identical organization named on page one?

plainthe relationship and financial responsibility of the organization whose financial nenuis provided (e.g., parent-subsidiary).

whose financial statement is attached act as guarantor of the contract for construc

Aug. 2019

Lite Construction, Inc.

dulyswom deposestandisays that the information provided herein istrue and sufficiently complete so nisleading.

ommission Expires: 7/27/22

Official Seal Brittani Hall

Notary Public State of Illinois

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Job Reference List

Name

East Aurora High School Phase 6

Year Construction

4/2018-9/2018

Cost

2,487,881.00

Owner

East Aurora CUSD #131

Location

417 Fifth St. Aurora IL 60505

Owner's Contact

Ken Waltz - 630-299-5550

Architect

Cordogan Clark Architects - Mark Spangler 630-746-7210

Name

St. Charles Secure Bldg. Entrances

Year Construction

6/2018-9/2018

Cost

762,612.00

Owner

Community unit School District 303 201 S. 7th St. St. Charles IL 60174

Location

Owner's Contact

John Baird - 630-957-8434

Architect

ATS&R - Mark Hayes - 612-599-8517

Name

East Aurora HS Phase 2 & 5

Year Construction

10/2016-8/2017

Cost

8,532,417.00

Owner

East Aurora CUSD #131

Location

417 Fifth St. Aurora IL 60505

Owner's Contact

Ken Waltz - 630-299-5550

Architect

Cordogan Clark Architects - Mark Spangler 630-746-7210

Name

West Aurora Schools - Additions/Geo-Installation

Year Construction

1/2016-11/2016

Cost

7,875,862.00

Owner Location West Aurora School District 129 1877 Downer Place Aurora IL 60506

Owner's Contact

Pat Dacy 630-301-5022

Architect

StudioGC Architect - Craig M. 847-952-3404

Name

Will State's Attorney Phase 2

Year Construction

2/2016-10/2016 1,571,981.00

Cost Owner

Will County

Location

158 N. Scott St. Joilet IL 60432 Mike Miglorini 815-740-4715

Owner's Contact Architect

Andrew R Partak Architect 815-478-5604

Name

Fox Metro Water Bldg. J & P-1

11/2015-5/2016 1,459,739.00

Cost Owner

Fox Metro Water Reclamation District

Location

682 Rt. 31 Oswego IL 60543

Owner's Contact

Year Construction

Neal 630-892-4378

Architect

Walter E Deuchler Assoc. Lee M. 630-897-4651

Name

Naperville Science / Jefferson School Reno.

Year Construction

4/2015-8/2015

Cost

1,366,661.00

Owner

Naperville CUSD 203 Naperville Illinois

Location Owner's Contact

Steve Mathis 630-240-6300

Architect

Wight & Company Jim Smiley 630-739-6977

Name

West Chicago High School

Year Construction

3/2015-9/2015

Cost

1,912,900.00

Owner

Community Unit School District 94

Location

West Chicago

Owner's Contact

Gordon Cole 630-876-6333

Architect

DLA Architects William 847-742-4063

Name

Yorkville High School Additions

Year Construction

7/2013-9/2015

Cost

9,700,800.00

Owner

Yorkville CUSD 115

Location

Yorkville Illinois

Owner's Contact

Brian DeBolt 630-878-1262

Architect

Concept 3 -Andrew 630-833-6090

Name

Will County Recorders & Coroners Office Reno.

Year Construction

9/2014-12/2014

Cost

1,369,343.00

Owner

Will County Recorders & Coroners Office Reno.

Location

Joilet Illinois

Owner's Contact

Mike Miglorioni 815-405-0395

Architect

Cordogan Clark Assoc. Rick 630-896-4678

Name

Oswego High School Additions

Year Construction

3/2012-8/2013

Cost

7,530,853.00

Owner

Oswego CUSD 308

Location

Oswego Illinois

Owner's Contact

Pat Dacy 630-327-1814

Architect

Kluber Inc Clayton 630-406-1213

Name

Fred Rodgers Magnet Academy

Year Construction

10/2012-7/2013

Cost

2,436,824.00

Owner

East Aurora School District 131

Location

Aurora IL

Owner's Contact

Marty Feltes 630-554-9683

Architect

Cordogan Clark Chuck 630-896-4678

ILLINOIS DEPARTMENT

Pat Quinn, Governor Rocco J. Claps, Director

> IDHR#: 95652-00 Date Bligible: 09/19/2014

Expires on: 09/19/2019

Tim Campbell Vice President Lite Construction Inc 711 South Lake Street Montgomery, IL 60538

CONFIRMATION OF EXISTING/RENEWAL REGISTRATION

The Illinois Department of Human Rights, Public Contracts Unit, acknowledges receipt of an Employer Report form (PC-1) filed by your organization.

Review of our records indicates that your organization previously registered with the Department of Human Rights and has been assigned the IDHR Number appearing above. This registration remains in effect until the expiration date appearing above. It is not necessary to submit a new form each time you bid on a state contract.

DO NOT LOSE THIS NOTICE. KEEP IT WITH OTHER IMPORTANT ORGANIZATIONAL DOCUMENTS. Also, please keep the following in mind:

- The IDHR Bidder Ellgibility Number is valid for all bids submitted to any agency of the State of Illinois or other contracting agency that has adopted our registration requirement.
- An oligible bidder's registration remains in offect until the expiration date unless it is revoked by the Department upon finding that the eligible bidder has committed a civil rights violation.
- An eligible bidder may relinquish its eligibility by nothlying the Dopartment in writing at the above address.
- The Department must be notified in writing of any change to the eligible bidder's name, address, telephone number, or form of organization. Such changes may render the bidder's registration invalid and may require the filing of a new Employer Report Form with the Department. The Number is not transferable and becomes invalid upon dissolution of the business.

Should you have any questions concerning this notice, please contact the Public Contracts Unit at the below address or telephone at 312-814-2431.

IDHR PCU (01-2010)

100 West Randolph Street, Sulto 10-100, Chicago, IL 60601, (312) 814-6200, TTY (866) 740-3953, Kousing Lina (800) 662-3942 222 South College Stroat, Room 101, Springfield, IL62764, R27) 785-5100

Tim Campbell

Birth date:

Education:

1981-1985 Oliver Nazarene University BA 1978-1981 Plano High School

Employment:

1978-Present Lite Construction, Inc.
Vice President – Project Manager
Insure project is on Schedule & within budget

Work Experience and Accomplishments: 2016-2016 West Aurora Schools Cost \$7,875,862.00 Additions / Geo-Installations
Type of Construction: Masonry, Bar Joist

2015-2015 West Chicago HS Cost \$ 1,912,900.0 Additions / Renovations Type of Construction: Masonry, Bar Joist

2013-2015 Yorkville HS Cost \$ 9,700,800.00 Additions / Renovations Type of Construction: Masonry, Bar Joist

2012-2013 Oswego HS Cost \$ 7,530,853.00 Additions / Renovations Type of Construction: Masonry, Bar Joist

2011-2011 Lockport HS Cost \$ 2,362,627.00 Additions / Renovations Type of Construction: Masonry,

Jason Heeg

Birth date:

Employment:

1989-Present Lite Construction, Inc.

Journeyman Carpenter – Superintendent – Union Member Local #916

Supervise work crews; coordinate subcontractors; blue print reading;

Coordinate ordering of materials; coordinate work crews; weekly progress

Meeting to insure project is on schedule and within budget

Work Experience and Accomplishments: 2016-2016 Fearn Elementary
Cost \$1,627,000.00
Additions / Geo-Installations
Type of Construction: Masonry, Bar Joist

2013-2015 Yorkville HS Cost \$ 9,700,800.00 Additions / Renovations Type of Construction: Masonry, Bar Joist

2012-2013 Oswego HS Cost \$ 7,530,853.00 Additions / Renovations Type of Construction: Masonry, Bar Joist

2008-2009 Lincoln Elementary Cost \$ 3,969,084.00 Additions / Renovations Type of Construction: Masonry,

2007-2008 Southbury Site Elementary Cost \$ 5,011,722.00 Additions / Renovations Type of Construction: Masonry

Jeff Futrell

Birth date:

Education:

1985-1989 Fox Valley Carpentry Apprenticeship Program 1981-1985 Somonauk Baptist School

Employment:

1991-Present Lite Construction, Inc.

Journeyman Carpenter — Superintendent — Union Member Local #916

Supervise work crews; coordinate subcontractors; blue print reading;

Coordinate ordering of materials; coordinate work crews; weekly progress

Meeting to insure project is on schedule and within budget

Work Experience and Accomplishments: 2016-2016 Jefferson Middle School Cost \$3,354,500.00 Additions / Geo-Installations
Type of Construction: Masonry, Bar Joist

2015-2015 West Chicago HS Cost \$ 1,912,900.0 Additions / Renovations Type of Construction: Masonry, Bar Joist

2013-2013 Schafer Elementary Cost \$ 1,964,828.00 Additions / Renovations Type of Construction: Masonry

2011-2012 KenCom Basement Buildout Cost \$ 1,063,100.00 Addition / Renovations Type of Construction: Masonry

2011-2011 Lockport HS Cost \$ 2,362,627.00 Additions / Renovations Type of Construction: Masonry,





Risk Name: LITE CONSTRUCTION INC

Risk ID: 127167435

Rating Effective Date: 07/01/2018

Production Date: 02/22/2018

State: ILLINOIS

State	Wt	Exp Excess Losses	Expecte Losse	100000000000000000000000000000000000000	Exp Prin Losses	140.7	Act Exc.Los	ses	Ballast	Act Inc Losse	s Act Prim Losses
11_	.10	84,372	100	6,213	21	,841		0	49,9		0 0
(A) (B) Wt	(C) Exp E	A A 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	xpected sses	With the same	xp Prim sses) Act Exc sses (H - I)		G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.10		84,372	106,213		21,841		0		49,950	0	0

	Primary Losses	Stabilizing Value	Ratable/Excess	Totals
sevenue La rocae	(1)	C*(1-A)+G	(A) * (F)	(J)
Actual	0	125,885	0	125,885
	(E)	C * (1 - A) + G	(A) * (C)	(K)
Expected	21,841	125,885	8,437	156,163
	ÄRAP	FLARAP SA'R	AP MAARAP	Exp Mod
en e	200 100 A 20 A 20 A 20 A 20 A 20 A 20 A			(J) / (K)
Factors	1.00			.81

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Risk Name: LITE CONSTRUCTION INC

Risk ID: 127167435

Rating Effective Date: 07/01/2017

Production Date: 02/15/2017

State: ILLINOIS

State	Wt	Exp Ex Loss	STAN STAN STAN	Expect Losse	100000000000000000000000000000000000000	Exp Prim Losses	200	Act Exc Loss	ses	Ballast	Act Inc Losses	Act Prim Losses
u sana	.11		104.559	13	1,036	26	477	66,	186	50,10	0 103,74	1 37,555
(A) (B) Wt	(C) Exp	Excess (D - E)	ELECTRICAL STATES	pected ses		xp Prim esses	Charles Sant) Act Exc sses (H - I)	(0	3) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.11	II to see to see the second	104,559	1490, 2720, 1294, 1200	131,036		26,477		66,186		50,100	100,553	34,367

Primary Losses		Stabiliz	Stabilizing Value		Ratable Excess	Totals
	(1)	C * (1 - A) + C		(A) * ((J)
Actual	34,367	14:	3,158		7,280	184,805
	(E)	C*(1-A)+C	3	(A) * (C)	(K)
Expected	26,477	14	3,158		11,501	181,136
Expedied	ARAP	FLARAP	SAR	AP	MAARAP	Exp Mod
		C. R. P. C. Contract Market Street				(J) / (K)
Factors	1.00					1.02

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: LITE CONSTRUCTION INC

Risk ID: 127167435

Rating Effective Date: 07/01/2016

Production Date: 03/15/2016

State: ILLINOIS

St	te)	Wi Exp	Excess	Expec Loss	. S	Exp Prin		Act Excil os	sos Ballast	Act Inc Loss	es Act Prim Losses
iŗ		11	124,694	15	2,925	28	231	6B,	186 52,	350 103,7	41 35,555
(A)	(B)	(C) Exp Exces Losses (DE	s (D) E	kpected ssos	and a second	xp Prim sses) Act Exc sses (H - I)	(G) Ballast	(H) Act inc Losses	(I) Act Prim
.11		124,6	94	152,925		28,231		68,186	52,350	100,553	32,367

	Primary Losses	Stabiliz	ng Value	Rät	able Excess	Tölálő
	(1)	C*(1-A)+G		(A) * (F)		(J)
Actual	32,367	163	,328		7,500	203,195
	(E)	C*(1-A)+G		(A) * (C)		(K)
Expected	28,231	163	,328		13,716	205,275
	ARAP	FLARAP	SARAP		MAARAP	Exp Mod
Factors	1.00				u sa na má	(J) / (K)

REVISED RATING
RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS
DOLLARS WHERE ERA IS APPLIED.
REVISED RATING TO INCLUDE UPDATED DATA FOR: IL, POL. #: AW2157170, EFF.: 07/01/2014

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Vendor Reference				
COMPANY & ADDRESS	Phone & Fax	CONTACTS	Product Line	Line of Credit
Hall and One Services Inc	 P- 630-277-0675	Lenny	Plumbing	Open
O Box 703 Hinckley II 60520				
Malcor Roofing	 P-630/896/6479	Scott	Roofing	Open
1850 Dean St. St Charles II 60174	F-630/896/6597			
Lasswell Masonry Inc	P-815-286-8015	Kevin	Masonry	Open
430 Prairie View Ln Hinckley II 60520				
Menards	 P-630/201/7879	Matt	 Everything	Open
1800 Marketview Dr Yorkville II 60560		•		
Volt Electric Inc	P-630-552-1600	Ken	Electric	Open
9 S 500 Bushenll Rd Big Rock II 60511				
D 11 D1 - O t t t-	IP-630-299-3374	Ralph	Casework	l Open
Built-Rite Construction 1001 Aucutt Rd. Montgomery II 60538				
	 	Prion	Flooring	Open
The Flooring Guys of Illinois 700 B South Lake St Montgomery Il 60538	P-630-844-8510	Brian 	Trioding	loben

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.

.

Job Reference List

Name

East Aurora High School Phase 6

Year Construction

4/2018-9/2018

Cost

2,487,881.00

Owner

East Aurora CUSD #131

Location

417 Fifth St. Aurora IL 60505

Owner's Contact

Ken Waltz - 630-299-5550

Architect

Cordogan Clark Architects - Mark Spangler 630-746-7210

Name

St. Charles Secure Bldg. Entrances

Year Construction

6/2018-9/2018

Cost

762,612.00

Owner

Community unit School District 303 201 S. 7th St. St. Charles IL 60174

Location
Owner's Contact

John Baird - 630-957-8434

Architect

ATS&R - Mark Hayes - 612-599-8517

Name

East Aurora HS Phase 2 & 5

Year Construction

10/2016-8/2017

Cost

8,532,417.00

Owner

East Aurora CUSD #131

Location

417 Fifth St. Aurora IL 60505

Owner's Contact

Ken Waltz - 630-299-5550

Architect

Cordogan Clark Architects - Mark Spangler 630-746-7210

Name

West Aurora Schools - Additions/Geo-Installation

Year Construction

1/2016-11/2016

Cost

7,875,862.00

Owner

1877 Downer Place Aurora IL 60506

West Aurora School District 129

Location
Owner's Contact

Pat Dacy 630-301-5022

Architect

StudioGC Architect - Craig M. 847-952-3404

Name

Will State's Attorney Phase 2

Year Construction

2/2016-10/2016

Cost Owner 1,571,981.00 Will County

Location

158 N. Scott St. Joilet IL 60432

Owner's Contact

Mike Miglorini 815-740-4715

Architect

Andrew R Partak Architect 815-478-5604

Name

Fox Metro Water Bldg. J & P-1

Year Construction

11/2015-5/2016

Cost

1,459,739.00

Owner

Fox Metro Water Reclamation District

Location

682 Rt. 31 Oswego IL 60543

Owner's Contact

Neal 630-892-4378

Architect

Walter E Deuchler Assoc. Lee M. 630-897-4651

Name

Naperville Science / Jefferson School Reno.

Year Construction

4/2015-8/2015

Cost

1,366,661.00

Owner

Naperville CUSD 203

Location

Naperville Illinois

Owner's Contact

Steve Mathis 630-240-6300

Architect

Wight & Company Jim Smiley 630-739-6977

Name

West Chicago High School

Year Construction

3/2015-9/2015

Cost

1,912,900.00

Owner

Community Unit School District 94

Location

West Chicago

Owner's Contact

Gordon Cole 630-876-6333

Architect

DLA Architects William 847-742-4063

Name

Yorkville High School Additions

Year Construction

7/2013-9/2015

Cost

9,700,800.00

Owner

Yorkville CUSD 115

Location

Yorkville Illinois

Owner's Contact

Brian DeBolt 630-878-1262

Architect

Concept 3 -Andrew 630-833-6090

Name

Will County Recorders & Coroners Office Reno.

Year Construction

9/2014-12/2014

Cost

1,369,343.00

Owner

Will County Recorders & Coroners Office Reno.

Location

Joilet Illinois

Owner's Contact

Mike Miglorioni 815-405-0395

Architect

Cordogan Clark Assoc. Rick 630-896-4678

Name

Oswego High School Additions

Year Construction

3/2012-8/2013 7,530,853.00

Cost

Oswego CUSD 308

Owner Location

Oswego Illinois

Owner's Contact

Pat Dacy 630-327-1814

Architect

Kluber Inc Clayton 630-406-1213

Name

Fred Rodgers Magnet Academy

Year Construction

10/2012-7/2013

Cost

2,436,824.00

Owner

East Aurora School District 131

Location

Aurora IL

Owner's Contact

Marty Feltes 630-554-9683

Architect

Cordogan Clark Chuck 630-896-4678

FINANCIAL STATEMENTS
with
INDEPENDENT ACCOUNTANTS' REVIEW REPORT
for the years ended September 30, 2017 and 2016

Weber & Associates CPAs, LLC
Certified Public Accountants

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S	Supplementary Information	
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	Schedule of General and Administrative Expenses	14
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	Schedule of Backlog	16

Weber & Associates CPAs, LLC

Certified Public Accountants

Thomas A. Weber

Michael Coakley

Gabriela Fedmasu

Suite 1B, 314 N. Lake St. Aurora, IL 60506 630 897-4500 Fax: 630-897-4951

Independent Accountants' Review Report

To the Board of Directors Lite Construction, Inc. Montgomery, Illinois

We have reviewed the accompanying financial statements of Lite Construction, Inc. (a corporation) which comprise the balance sheets as of September 30, 2017 and 2016, and the related statements of income and retained earnings and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The supplementary information included in the accompanying schedules on pages 13 through 16 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the basic financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

acher & association

Aurora, Illinois January 29, 2018

LITE CONSTRUCTION, INC. BALANCE SHEETS

BALANCE SHEETS September 30, 2017 and 2016

	2017		2016
Assets			-
Current assets:			
Cash and cash equivalents	\$ 1,765,306	\$	924,571
Certificates of deposit	463,556		578,191
Accounts receivable	604,700		1,265,486
Retention receivable	664,268		729,063
Credits due from vendors	1,586		18,113
Due from shareholder	87,673		Carlon States
Costs and estimated earnings in excess			
of billings on uncompleted contracts	519,498		890,979
Income tax refundable	203		1,965
Total current assets	4,106,790		4,408,368
Fixed assets:	* 1		
Land	5,472		5,472
Leasehold improvements	81,100		81,100
Equipment and vehicles	671,423	_	663,724
Total fixed assets	757,995		750,296
Less accumulated depreciation	(670,886)		(643,500)
Net fixed assets	87,109		106,796
Total assets	\$ 4,193,899	\$	4,515,164

LITE CONSTRUCTION, INC. BALANCE SHEETS

September 30, 2017 and 2016

	2017		2016
Liabilities and Stockholders' Equity			
Liabilities:			
Current liabilities:			
Accounts payable	\$ 2,968,331	\$	3,258,437
Accrued liabilities	10,372		70,395
Billings in excess of costs and estimated			
earnings on uncompleted contracts	10,194		12,783
Current portion of long-term debt	12,987		15,641
Accrued income taxes	61		-
Total current liabilities	3,001,945		3,357,256
Long-term liabilities:			
Noncurrent portion of long-term debt	39,046		50,250
Total liabilities	3,040,991_		3,407,506
Stockholders' equity:			
Capital stock (70,000 shares authorized, issued and outstanding)	70,000		70,000
Retained earnings	1,082,908		1,037,658
Total stockholders' equity	1,152,908		1,107,658
Total liabilities and stockholders' equity	\$ 4,193,899	_\$	4,515,164

LITE CONSTRUCTION, INC. STATEMENTS OF INCOME AND RETAINED EARNINGS for the years ended September 30, 2017 and 2016

	2017	2016
Contract revenues earned	\$ 11,795,998	\$ 17,100,090
Contract costs	11,162,919	16,420,746
Gross profit	633,079	679,344
General and administrative expenses	577,627	635,616
Net operating income	55,452	43,728
Other income:	1.601	0.050
Interest income Total other income	1,621 1,621	9,059 9,059
Income before income taxes	57,073	52,787
Provision for income taxes	11,823	10,692
Net income	45,250	42,095
Retained earnings- beginning of year	1,037,658	995,563
Retained earnings- end of year	\$ 1,082,908	\$ 1,037,658

STATEMENTS OF CASH FLOWS

for the years ended September 30, 2017 and 2016

		2017		2016
		<u>2017</u>		2010
Cash flows from operating activities:	\$	45,250	\$	42,095
Net income	υ	75,250	Φ	12,000
Adjustments to reconcile net income to net cash				
from operating activities:		27,386		27,405
Depreciation		27,300		21,-105
Changes in operating assets and liabilities:		660,786		703,508
Accounts receivable				
Retention receivable		64,795		(102,813)
Credits due from vendors		16,527		1,169
Costs and estimated earnings in excess		0.51 401		(071 220)
of billings on uncompleted contracts		371,481		(871,330)
Billings in excess of costs and estimated		()		(40.555)
earnings on uncompleted contracts		(2,589)		(43,567)
Income tax refundable		1,823		1,692
Accounts payable		(290,106)		232,695
Accrued expenses		(60,023)		(23,708)
Net cash provided by (used in) operating activities		835,330		(32,854)
Cash flows from investing activities:				
Capital expenditures		(7,699)		(5,133)
Due to shareholder		(87,673)		-
		114,635		11,158
Certificates of deposit				
Net cash provided by investing activities		19,263		6,025
Cash flows from financing activities:				
Repayment of long-term debt		(13,858)		(16,474)
Net cash used in financing activities		(13,858)		(16,474)
Net change in cash and cash equivalents		840,735		(43,303)
		924,571		967,874
Cash and cash equivalents, beginning of year	-			
Cash and cash equivalents, end of year		1,765,306		924,571

NOTES TO FINANCIAL STATEMENTS

September 30, 2017 and 2016

1. DESCRIPTION OF BUSINESS

Lite Construction, Inc. (the Company), an Illinois Corporation, is engaged in the business of performing general construction contract work in the Chicago, Illinois Metropolitan area. A substantial portion of the revenue and contracts receivable reflected in the financial statements result from contracts in these market sectors. Revenues from construction contracts represent a substantial portion of the Company's total recognized revenue.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue and Cost Recognition

Profits on contracts are recognized for financial reporting purposes on the basis of the Company's estimate of the percentage of completion of individual contracts. That portion of the total contract price is accrued which is allocable to the contract costs incurred to date when compared to the estimated total contract costs to be incurred. At the time a loss on a contract becomes known, the entire amount of the estimated loss is recognized.

Contract costs include subcontractor, direct material and labor costs and those indirect costs related to contract performance, such as indirect labor, supplies, tools, repairs, and depreciation costs. General and administrative costs are charged to expense as incurred. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income and are recognized in the period in which revisions are determined.

The asset, "Costs and estimated earnings in excess of billings on uncompleted contracts," represents revenues recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues recognized.

Accounts receivable includes billings under contracts less billings collected on these contracts.

Cash and Cash Equivalents

Cash is defined as currency on hand, in demand deposits, and short-term highly liquid investments readily convertible to cash with a maturity of less than three months when acquired.

NOTES TO FINANCIAL STATEMENTS September 30, 2017 and 2016

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Accounts Receivable

Accounts receivable are presented at face value, net of the allowance for doubtful accounts. The allowance for doubtful accounts is established through provisions charged against income and is maintained at a level believed adequate by management to absorb estimated bad debts based on current economic conditions and consideration of each receivable balance. As of September 30, 2017, management has evaluated each receivable and considers all amounts to be fully collectible.

Fixed Assets

Fixed assets are recorded at cost. Depreciation is computed using straight-line and accelerated methods over the estimated useful lives of the assets. Depreciation expense was \$27,386 and \$27,405 for the years ended September 30, 2017 and 2016, respectively.

Advertising Expense

The Company expenses advertising costs as incurred. Advertising expense was \$795 and \$1,127 for the years ended September 30, 2017 and 2016, respectively.

3. COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

Work in process at September 30, 2017 and 2016 consists of the following:

	<u>2017</u>	<u>2016</u>
Costs incurred on uncompleted contracts	\$ 12,670,315	\$ 12,210,819
Estimated earnings	865,790	514,388
3	13,536,105	12,725,207
Billings to date	(13,026,801)	(11,847,011)
	\$ 509,304	\$ 878,196

Included in the accompanying balance sheets under the following captions:

	<u>2017</u>	<u>2016</u>
Costs and estimated earnings in excess of billings on uncompleted contracts Billings in excess of costs and estimated	\$ 519,498	\$ 890,979
earnings on uncompleted contracts	(10,194)	(12,783)
,	\$ 509,304	\$ 878,196

NOTES TO FINANCIAL STATEMENTS

September 30, 2017 and 2016

4. CONTRACT INCOME

Contract income consists of the following for the years ended September 30:

		2017	<u>2016</u>
Open contracts	\$	13,536,105	\$ 12,725,207
Closed contracts		10,985,099	16,989,695
Less revenues reported in previous years		(12,725,206)	(12,614,812)
	\$	11,795,998	\$ 17,100,090
	-		

CONCENTRATIONS OF CREDIT RISK.

The Company maintains cash and certificate of deposit balances at various financial institutions located in the communities surrounding Montgomery, Illinois. The Company's uninsured cash balances were \$546,982 and \$1,357,907 for the years ended September 30, 2017 and 2016, respectively.

Concentrations of credit risk with respect to construction contract receivables are limited due to the Company's customer base. Most of the Company's business activity is with customers located within the State of Illinois. The Company requires no collateral.

At September 30, 2017, receivables from four customers, each exceeding 10% of total receivables, accounted for 78% of total receivables. Sales during the year to two customers exceeded 10% of total sales and accounted for 69% of total contract revenue. The Company considers accounts receivable to be fully collectible at September 30, 2017.

At September 30, 2016, receivables from three customers, each exceeding 10% of total receivables, accounted for 77% of total receivables. Sales during the year to three customers exceeded 10% of total sales and accounted for 42% of total contract revenue.

6. LINES OF CREDIT

The Company has a line of credit with Old Second National Bank - North Aurora, Illinois which provides for borrowings up to \$400,000 with interest at the prime rate, and expires on April 28, 2018. The line of credit is secured by three certificates of deposit held at the bank.

The Company has a line of credit with First National Bank - Yorkville, Illinois which provides for borrowings up to \$250,000 with interest at the prime rate plus 0.50% with a floor of 4.75% (4.75% at September 30, 2017), and expires on October 19, 2018. The line of credit is secured by a certificate of deposit held at the bank.

NOTES TO FINANCIAL STATEMENTS

September 30, 2017 and 2016

6. <u>LINES OF CREDIT</u> (continued)

There were no borrowings under the lines of credit as of September 30, 2017 and 2016.

7. LONG-TERM DEBT

Long-term debt consists of the following as of September 30:

	<u>2016</u>
- \$	955
,175	6,677
,861	- -
-	34,139
.997	24,120
,033	65,891
,987	15,641
,046 \$	50,250
	,175 ,861 ,997 ,033 ,987

Scheduled principal repayments for the years ended September 30, are as follows:

	\$ 52,033
Thereafter	2,307
2022	5,617
2021	7,903
2020	11,023
2019	12,196
2018	\$ 12,987

NOTES TO FINANCIAL STATEMENTS

September 30, 2017 and 2016

8. EMPLOYEE BENEFIT PLAN

The Company's employees participate in a Simple 401(k) plan. The employer matches 3% of eligible employee's compensation. The amount contributed by the Company and charged to expense was \$25,756 and \$19,842 for the years ended September 30, 2017 and 2016, respectively.

9. INCOME TAXES

Income taxes are provided for the tax effects of transactions reported in the financial statements and consist of taxes currently due. The Company has not reported deferred taxes for temporary timing differences and carryforwards and believes there are no material differences between the amounts reported on the financial statements and current income tax laws.

The provision for income taxes consists of the following:

		<u>2017</u>	2016
Current federal income tax	\$	7,234	\$ 6,557
Current state income tax	111	4,589	4,135
	\$	11,823	\$ 10,692

The Company files income tax returns in the U.S. federal jurisdiction and the state of Illinois. The Company is no longer subject to U.S. federal or state income tax examinations by tax authorities for tax years before 2014.

The Company has adopted guidance issued by the Financial Accounting Standards Board (FASB) relating to uncertain tax positions. The Company's policy is to classify income tax related interest and penalties in interest expense and other expenses, respectively. The Company has analyzed tax positions taken and believes that income tax filing positions would be sustained upon examination and does not anticipate any adjustments that would have a material adverse affect on the Company's financial condition, results of operations or cash flows. Accordingly, there were no interest or penalties recognized for uncertain tax positions during the years ended September 30, 2017 and 2016, and there were no accruals for interest and penalties at September 30, 2017 or 2016.

10. RELATED PARTY TRANSACTIONS

Leases

The Company leases certain property from James and Linda Campbell under three operating leases each expiring on December 31, 2017 and requiring monthly rental amounts of \$1,000. James Campbell is the principal shareholder of Lite Construction, Inc.

NOTES TO FINANCIAL STATEMENTS September 30, 2017 and 2016

10. RELATED PARTY TRANSACTIONS (continued)

Related party rent expense for the years ended September 30, consists of the following:

		<u>2017</u>	<u>2016</u>
Land and building for storage	\$	10,000	\$ 22,000
Land for storage		10,000	12,000
Office		10,000	12,000
	\$	30,000	\$ 46,000
	-		

11. COLLECTIVE BARGAINING AGREEMENTS AND UNION PENSION PLAN

Substantially the entire labor force is subject to collective bargaining agreements which are renewed periodically. In connection with it's collective bargaining agreements with various unions, the Company participates with other companies in the unions' multi-employer pension plans. These plans cover all of the Company's employees who are members of such unions. Total contributions to the plans were \$488,110 and \$673,423 for the years ended September 30, 2017 and 2016, respectively.

12. SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION

Cash paid during the years ended September 30 for:	<u>2017</u>	<u> 2016</u>
Income taxes	\$ 10,000	\$ 9,000
Interest	\$ 6,680	\$ 3,599
Noncash investing and financing activities:		
Vehicle acquired through financing	\$ -	\$ 67,226
Note payable paid with vehicle loan	\$ -	\$ 29,850
Vehicle loan paid with note payable	\$ 31,722	\$ -

13. SUBSEQUENT EVENTS

Management has evaluated subsequent events through January 29, 2018, the date the financial statements were available to be issued.

SUPPLEMENTARY INFORMATION

LITE CONSTRUCTION, INC. SCHEDULE OF CONTRACT COSTS

for the years ended September 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Contract costs: Materials and supplies Subcontractors Direct labor Payroll taxes and union benefits Rent Repairs and maintenance Telephone Truck expenses Other indirect cost	\$ 1,024,496 7,697,290 788,602 564,397 30,000 8,915 25,886 147,870 875,463 \$ 11,162,919	\$ 4,175,506 9,425,978 1,039,713 769,296 46,000 3,442 31,327 160,791 768,693 \$ 16,420,746

SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES for the years ended September 30, 2017 and 2016

		2017	2016
General and administrative expense:			
Advertising	\$	795	\$ 1,127
Contributions		2,757	3,764
Depreciation		27,386	27,405
Miscellaneous		42,216	38,944
Office expense		17,663	24,168
Payroll taxes		22,990	23,575
Plan simple retirement contribution		25,756	19,842
Professional fees		22,443	42,542
Insurance		112,863	133,197
Interest		6,680	3,599
Travel and entertainment		43,858	63,771
Utilities		3,704	4,129
Wages - office		45,716	46,753
Wages - officers		202,800	 202,800
	_\$	577,627	\$ 635,616

LITE CONSTRUCTION, INC.

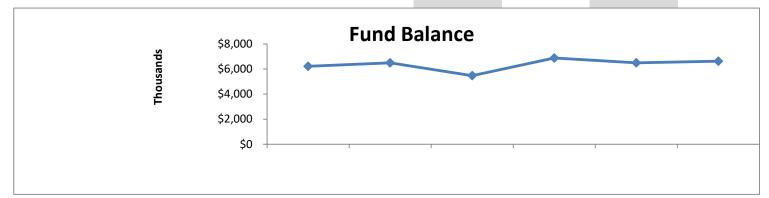
Job Cost Summary
as of and for the year ended September 30, 2017

	Adjusted Contract Amount	Estimated Cost	Estimated Profit Comple	on	Total Costs Incurred to Date	Estimated Percentage Completion	Gross Profit (Loss) on Contract to Date	Total Revenues Earned to Date (7)	Billings to Date (8)	Billing (Over) Under Profit Reco	Costs and	Estimated Cost to Complete (11)	Contract Balance (12)
Project	(1)	(2)	\$ (3)		(-1)	(5)	(6)	(//	10)	121			
Open: Early Childhood EASD Phase 5 EASD Stadium Phase Naperville Softball Field Norridge Park VVF West Aurora Childhood Other open jobs	\$ 1.211,724 5,117,000 3,548,203 551,132 2,082,556 161,998 670,000 572,812	\$ 1,101,230 4,662,433 3,365,157 520,000 2,110,695 145,000 585,750 531,853	\$ 110.494 454,567 183.046 31,132 (28,139) 16,998 84,250 40,959	9.1% 8.9% 5.2% 5.6% -1.4% 10.5% 12.6% 7.2%	\$ 1,089,210 4,615,782 3,298,630 512,871 2,110,550 135,945 578,818 328,509	98,9% 99,0% 98,6% 98,6% 100,0% 93,8% 98,8% 61,8%	S 109.288 450,019 179,427 30,705 (28,139) 15,937 83,253 25,300	\$ 1.198,498 5,065,801 3,478,057 543,576 2,082,411 151,882 662,071 353,809	\$ 1.032.034 5.050.357 3.381.263 543.654 2.077.556 161.998 580.350 199.589	\$	\$ 166,464 15,444 96,794 4,855 \$1,721 154,220	\$ 12,020 46,651 66,527 7,129 145 9,055 6,932 203,344	\$ 179,690 66,643 166,940 7.478 5.000 89,650 373,223
Other open jobs	13,915,425	13,022,118	893,307	6.4%	12,670,315	97.3%	865,790	13,536,105	13,026,801	S (10,194)	<u>S 519.498</u>	\$ 351,803	S 888,624
Closed: Cable Storage Shed EASD Little Theater Fearn Elementary Fox Metro P-1 P4 Hall Elementary Hope D Wall School Jefferson Middle School Liste HS Washington M.S. Will State's Attny P2 Other closed jobs	\$ 218,024 361,573 1,627,000 256,372 999,137 345,678 3,288,502 259,375 1,514,167 1,571,982 543,289	\$ 213,509 351,372 1,593,780 250,500 971,143 334,992 3,198,974 252,966 1,479,600 1,525,412 531,175	\$ 4,515 10,201 33,220 5,872 27,994 10,686 89,528 6,409 34,567 46,570 12,114	2.196 2.896 2.096 2.396 2.896 3.196 2.796 2.596 2.396 3.096 2.296	\$ 213,509 351,372 1,593,780 250,500 971,143 334,992 3,198,974 252,966 1,479,600 1,525,412 531,175	100,0% 100,0% 100,0% 100,0% 100,0% 100,0% 100,0% 100,0% 100,0% 100,0%	\$ 4,515 10,201 33,220 5,872 27,994 10,686 89,528 6,409 34,567 46,570 12,114	\$ 218.024 361.573 1.627.000 256.372 999.137 345.678 3.288.502 259.375 1.514.167 1.571.982 543.289	\$ 218,024 361,573 1,627,000 256,372 999,137 345,678 3,288,502 259,375 1,514,167 1,571,982 543,289				
	10,985,099	10,703,423	281,676	2.6%	10,703,423	100.0%	281,676	10,985,099	10.985.099				
	S 24.900.524 Amounts recognit	zed in previous years		4,7%	23,373,738 12,210,819 S 11,162,919	98,5%	1,147,466 514,387 S 633,079	24.521,204 12,725,206 \$ 11,795,998	\$ 24.011.900	**			

GENERAL FUND (01)

The General Fund is the City's primary operating fund. It accounts for major tax revenue used to support administrative and public safety functions.

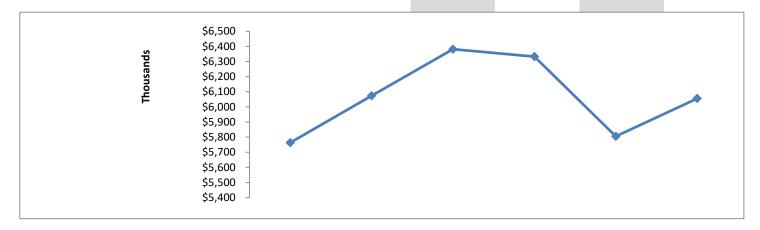
	FY 2017 Actual	FY 2018 Actual	FY 2019 Adopted Budget	Unaudited FY 2019 Actual	FY 2020 Adopted Budget	FY 2020 Amended Budget
Revenue	10 == 5 151					
Taxes	10,736,464	10,962,693	11,014,213	11,232,397	11,388,715	11,388,715
Intergovernmental	2,235,395	2,296,435	2,512,487	2,725,393	2,703,232	2,703,232
Licenses & Permits	315,862	364,499	336,000	552,416	413,500	413,500
Fines & Forfeits	140,250	123,617	130,400	100,726	125,400	125,400
Charges for Service	1,465,678	1,508,994	1,535,112	1,598,662	1,616,211	1,616,211
Investment Earnings	21,197	49,018	20,000	90,321	80,000	80,000
Reimbursements	66,449	85,579	55,000	66,824	75,000	75,000
Miscellaneous	19,848	19,243	21,750	25,667	20,000	20,000
Other Financing Sources	9,645	92,125	18,000	29,917	47,180	47,180
Total Revenue	15,010,788	15,502,203	15,642,962	16,422,323	16,469,238	16,469,238
E 14						
Expenditures	4 212 074	4 522 164	4 001 620	4 726 744	5 20 <i>C</i> 755	5 207 755
Salaries	4,212,964	4,522,164	4,901,639	4,726,744	5,206,755	5,206,755
Benefits	2,635,062	2,905,833	3,056,457	2,901,328	3,273,617	3,273,617
Contractual Services	4,793,382	4,765,498	5,046,691	5,025,825	5,193,468	5,193,468
Supplies	197,932	246,655	346,098	344,700	464,998	464,998
Other Financing Uses	2,649,065	2,779,764	3,044,911	3,040,283	2,330,400	2,580,400
Total Expenditures	14,488,405	15,219,914	16,395,796	16,038,880	16,469,238	16,719,238
Surplus (Deficit)	522,383	282,289	(752,834)	383,443	-	(250,000)
Ending Fund Balance	6,214,089	6,496,373	5,468,778	6,879,816	6,496,572	6,629,816
	42.9%	42.7%	33.4%	42.9%	39.4%	39.7%



ADMINISTRATIVE SERVICES DEPARTMENT

The Administrative Services Department accounts for General Fund expenditures that are shared by all departments and cannot be easily classified in one department.

	FY 2017	FY 2018	FY 2019 Adopted	<u>Unaudited</u> FY 2019	FY 2020 Adopted	FY 2020 Amended
	Actual	Actual	Budget	Actual	Budget	Budget
Expenditures						
Salaries	800	17,640	500	-	500	500
Benefits	331,679	334,909	375,608	335,729	379,699	379,699
Contractual Services	2,770,751	2,925,753	2,945,232	2,953,274	3,079,351	3,079,351
Supplies	11,106	14,929	15,000	2,809	15,000	15,000
Other Financing Uses	2,649,065	2,779,764	3,044,911	3,040,283	2,330,400	2,580,400
Total Administrative Services Department	5,763,401	6,072,995	6,381,251	6,332,095	5,804,950	6,054,950



United City of Yorkville General Fund

			Ochician i d	iii d				
640								
ADMINISTRATIV	E SERVIC	CES DEPARTMENT		777. 4 040	FY 2019	<u>Unaudited</u>	FY 2020	FY 2020
Account	Descr	iption	FY 2017 Actual	FY 2018 Actual	Adopted Budget	FY 2019 Actual	Adopted Budget	Amended Budget
Salaries								
01-640-50-00-5016	SALA	RIES - SPECIAL CENSUS	-	16,740	-	-	-	-
01-640-50-00-5092	POLIC	CE SPECIAL DETAIL WAGES	800	900	500	-	500	500
	Total:	Salaries	\$800	\$17,640	\$500	\$0	\$500	\$500
Benefits								
01-640-52-00-5214	FICA	CONTRIBUTION-SPECIAL CENSUS	-	1,281	-		-	-
01-640-52-00-5230	UNEN	MPLOYMENT INSURANCE	11,298	6,402	20,000	16,317	15,000	15,000
01-640-52-00-5231	LIABI	ILITY INSURANCE	286,792	294,582	313,712	298,408	316,374	316,374
01-640-52-00-5240	RETII	REES - GROUP HEALTH INSURANCE	33,255	31,857	41,367	20,877	47,796	47,796
01-640-52-00-5241	RETII	REES - DENTAL INSURANCE	260	554	449	86	449	449
01-640-52-00-5242	RETII	REES - VISION INSURANCE	74	233	80	41	80	80
	Total:	Benefits	\$331,679	\$334,909	\$375,608	\$335,729	\$379,699	\$379,699
			ŕ	ŕ	ŕ	ŕ	ŕ	,
Contractual Services 01-640-54-00-5418		CHASING SERVICES	5,187	54,535	53,419	42,953	50,465	50,465
01-640-54-00-5423		ADMINISTRATION FEE	-	51,945	57,357	45,372	44,689	44,689
01-640-54-00-5427		OUSING RENTAL ASSISTANCE	_	1,034	12,000	6,555	7,800	7,800
01-640-54-00-5428		TY TAX REBATE	_	14,375	14,375	3,305	14,375	14,375
01-640-54-00-5432		LITY MANAGEMENT SERVICES	_	1,072	50,000	53,471	57,425	57,425
01-640-54-00-5439		SEMENT TAX REBATE	61,613	47,723	60,000	44,548	60,000	60,000
01-640-54-00-5449	KENC		74,842	119,698	110,958	106,287	126,109	126,109
01-640-54-00-5450	INFOI	RMATION TECHNOLOGY SERVICES	117,691	203,809	136,000	203,631	225,000	225,000
01-640-54-00-5456	CORP	PORATE COUNSEL	102,825	99,701	110,000	134,248	115,000	115,000
01-640-54-00-5461	LITIG	ATION COUNSEL	211,454	188,411	120,000	78,469	120,000	120,000
01-640-54-00-5462	PROF	ESSIONAL SERVICES	-	_	-	21,042	27,000	27,000
01-640-54-00-5463	SPEC	IAL COUNSEL	4,815	9,511	20,000	55,901	25,000	25,000
01-640-54-00-5465	ENGI	NEERING SERVICES	350,899	379,663	390,000	385,933	390,000	390,000
01-640-54-00-5473	KENE	DALL AREA TRANSIT	23,550	23,550	25,000	23,550	25,000	25,000
01-640-54-00-5475	CABL	E CONSORTIUM FEE	92,765	96,010	92,000	101,403	96,000	96,000
01-640-54-00-5478	SPEC	IAL CENSUS	108,093	3,349	-	-	-	-
01-640-54-00-5481	НОТЕ	EL TAX REBATE	65,166	71,642	72,000	69,807	72,000	72,000
01-640-54-00-5486	ECON	NOMIC DEVELOPMENT	160,359	145,989	145,000	161,950	146,000	146,000
01-640-54-00-5491	CITY	PROPERTY TAX REBATE	1,286	1,233	1,500	1,233	1,500	1,500
01-640-54-00-5492	SALE	S TAX REBATE	879,408	879,122	928,303	862,920	912,900	912,900
01-640-54-00-5493	BUSI	NESS DISTRICT REBATE	387,157	401,611	425,320	402,177	421,088	421,088
01-640-54-00-5494	ADMI	ISSIONS TAX REBATE	122,007	130,766	120,000	148,133	140,000	140,000
01-640-54-00-5499	BAD I	DEBT	1,634	1,004	2,000	386	2,000	2,000
	Total:	Contractual Services	\$2,770,751	\$2,925,753	\$2,945,232	\$2,953,274	\$3,079,351	\$3,079,351
Supplies								
01-640-56-00-5625	REIM	BURSABLE REPAIRS	11,106	14,929	15,000	2,809	15,000	15,000
	Total:	Supplies	\$11,106	\$14,929	\$15,000	\$2,809	\$15,000	\$15,000
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United City of Yorkville General Fund

640							
ADMINISTRATIVE	SERVICES DEPARTMENT			FY 2019	<u>Unaudited</u>	FY 2020	FY 2020
Account	Description	FY 2017 Actual	FY 2018 Actual	Adopted Budget	FY 2019 Actual	Adopted Budget	Amended Budget
Other Financing Uses							
01-640-99-00-9915	TRANSFER TO MOTOR FUEL TAX	33,750	268	-	-	-	-
01-640-99-00-9923	TRANSFER TO CITY-WIDE CAPITAL	71,602	-	569,725	569,725	-	250,000
01-640-99-00-9942	TRANSFER TO DEBT SERVICE	266,979	309,972	318,725	315,781	319,379	319,379
01-640-99-00-9952	TRANSFER TO SEWER	1,134,052	1,137,166	856,583	856,583	575,030	575,030
01-640-99-00-9979	TRANSFER TO PARK & RECREATION	1,118,638	1,308,583	1,274,699	1,274,699	1,410,988	1,410,988
01-640-99-00-9982	TRANSFER TO LIBRARY OPERATIONS	24,044	23,775	25,179	23,495	25,003	25,003
,	Total: Other Financing Uses	\$2,649,065	\$2,779,764	\$3,044,911	\$3,040,283	\$2,330,400	\$2,580,400
	Total: ADMINISTRATIVE SERVICES	\$5,763,401	<u>\$6,072,995</u>	<u>\$6,381,251</u>	<u>\$6,332,095</u>	\$5,804,950	\$6,054,950

CITY-WIDE CAPITAL FUND (23)

The City-Wide Capital Fund is used to maintain existing and construct new public infrastructure, and to fund other improvements that benefit the public.

the public.						
	FY 2017 Actual	FY 2018 Actual	FY 2019 Adopted Budget	Unaudited FY 2019 Actual	FY 2020 Adopted Budget	FY 2020 Amended Budget
Revenue						
Intergovernmental	534,354	206,028	-	32,878	-	-
Licenses & Permits	196,003	448,616	91,500	300,743	152,180	152,180
Charges for Service	718,872	731,535	730,000	752,262	746,500	746,500
Investment Earnings	3,703	21,033	1,000	34,012	7,500	7,500
Reimbursements	199,851	373,768	1,109,077	1,169,174	3,013,849	3,013,849
Miscellaneous	-	-	2,000	-	2,000	2,000
Other Financing Sources	73,502	1,018,308	569,725	569,725	-	250,000
Total Revenue	1,726,285	2,799,288	2,503,302	2,858,794	3,922,029	4,172,029
Expenditures						
Contractual Services	116,729	340,339	228,675	155,621	391,795	391,795
Supplies	27,847	17,997	25,000	36,642	25,000	25,000
Capital Outlay	2,816,305	2,846,631	2,197,774	1,923,491	3,657,339	3,907,339
Debt Service	404,138	403,588	407,563	407,563	322,188	322,188
Other Financing Uses	9,645	157,366	82,866	94,947	152,086	152,086
Total Expenditures	3,374,664	3,765,921	2,941,878	2,618,264	4,548,408	4,798,408
Surplus (Deficit)	(1,648,379)	(966,633)	(438,576)	240,530	(626,379)	(626,379)
Ending Fund Balance	1,355,530	388,897	(30,817)	629,427	(71,657)	3,048
	40.2%	10.3%	-1.0%	24.0%	-1.6%	0.1%
	\$1,500					
Thousands	\$1,000 - \$500 -					
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	TAL EUN	D DEVIENHE			EV 2010	II	EV 2020	EV 2020
CITY-WIDE CAPI	IAL FUN	DREVENUE	FY 2017	FY 2018	FY 2019 Adopted	Unaudited FY 2019	FY 2020 Adopted	FY 2020 Amended
Account	Descri	iption	Actual	Actual	Budget	Actual	Budget	Budget
Intergovernmental								
23-000-41-00-4161	FEDE	RAL GRANTS - ITEP DOWNTOWN	31,109	540	-	-	-	-
23-000-41-00-4169	FEDE	RAL GRANTS - MILL STREET LAFO	24,606	(1,306)	-	-	-	-
23-000-41-00-4178	FEDE	RAL GRANTS - ITEP KENNEDY RD TRAIL	2,475	223,344	-	-	-	-
23-000-41-00-4188	STAT	E GRANTS - EDP WRIGLEY (RTE 47)	476,164	(16,550)	-	32,878	-	-
	Total:	Intergovernmental	\$534,354	\$206,028	\$0	\$32,878	\$0	\$0
Licenses & Permits								
23-000-42-00-4210	BUILI	DING PERMITS	35,365	139,758	-	1,499	-	-
23-000-42-00-4214	DEVE	ELOPMENT FEES - CW CAPITAL	1,085	6,929	3,500	5,512	5,000	5,000
23-000-42-00-4216	BUILI	O PROGRAM PERMITS	61,908	95,804	-	1,815	-	-
23-000-42-00-4218	DEVE	ELOPMENT FEES - MUNI BLDG	9,645	92,125	18,000	29,917	47,180	47,180
23-000-42-00-4222	ROAL	CONTRIBUTION FEES	88,000	114,000	70,000	262,000	100,000	100,000
	Total:	Licenses & Permits	\$196,003	\$448,616	\$91,500	\$300,743	\$152,180	\$152,180
Charges for Service								
23-000-44-00-4440	ROAL) INFRASTRUCTURE FEE	718,872	731,535	730,000	752,262	746,500	746,500
	Total:	Charges for Service	\$718,872	\$731,535	\$730,000	\$752,262	\$746,500	\$746,500
Investment Earnings								
23-000-45-00-4500	INVE	STMENT EARNINGS	3,703	10,271	1,000	34,012	7,500	7,500
23-000-45-00-4550	GAIN	ON INVESTMENT	-	10,762	-	-	_	-
	Total:	Investment Earnings	\$3,703	\$21,033	\$1,000	\$34,012	\$7,500	\$7,500
D. 1		g						,
Reimbursements 23-000-46-00-4607	REIM	B - BLACKBERRY WOODS	131,574	7,797	7,549	4,125	7,549	7,549
23-000-46-00-4608		B - KENNEDY RD IMPROVEMENTS	-	160,000	-	.,120	-	-,5.5
23-000-46-00-4612		B - MILL ROAD IMPROVEMENTS	-	_	<u>-</u>	195,781	2,926,300	2,926,300
23-000-46-00-4621		B - FOUNTAIN VILLAGE	-	19,346	256,528	99,284		-
23-000-46-00-4622		B - WHISPERING MEADOWS	-	2,762	800,000	797,238	_	_
23-000-46-00-4630	REIM	B - STAGECOACH CROSSING	63,404	-	-	-	_	_
23-000-46-00-4660	REIM	B - PUSH FOR THE PATH	1,413	182,033	29,000	-	_	-
23-000-46-00-4690	REIM	B - MISCELLANEOUS	3,460	1,830	16,000	72,746	80,000	80,000
	Total:	Reimbursements	\$199,851	\$373,768	\$1,109,077	\$1,169,174	\$3,013,849	\$3,013,849
Miscellaneous								
23-000-48-00-4845	DONA	ATIONS	_	-	2,000	-	2,000	2,000
	Total:	Miscellaneous	\$0	\$0	\$2,000	\$0	\$2,000	\$2,000
Othor Einen-i S	maas							
Other Financing Sour 23-000-49-00-4910		OF CAPITAL ASSETS	1,900	-	-	-	-	-
23-000-49-00-4923	TRAN	ISFER FROM GENERAL	71,602	-	569,725	569,725	-	250,000
23-000-49-00-4951	TRAN	ISFER FROM WATER	-	1,018,308	-	-	-	-
	Total:	Other Financing Sources	\$73,502	\$1,018,308	\$569,725	\$569,725	\$0	\$250,000
	Total	: CITY-WIDE CAPITAL REVENUE	<u>\$1,726,285</u>	<u>\$2,799,288</u>	\$2,503,302	<u>\$2,858,794</u>	\$3,922,029	<u>\$4,172,029</u>

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CITY-WIDE BUIL	DING & G	ROUNDS EXPENDITURES			FY 2019	<u>Unaudited</u>	FY 2020	FY 2020
Account	Descrip	otion	FY 2017 Actual	FY 2018 Actual	Adopted Budget	FY 2019 Actual	Adopted Budget	Amended Budget
Contractual Services								
23-216-54-00-5405	BUILE	PROGRAM	4,850	9,956	-	-	-	-
23-216-54-00-5446	PROPI	ERTY & BLDG MAINT SERVICES	43,755	193,257	150,000	71,157	225,000	225,000
23-216-54-00-5482	STREE	ET LIGHTING	-	-	-	-	102,820	102,820
23-216-56-00-5626	HANG	ING BASKETS	-	-	2,000	1,496	2,000	2,000
23-216-56-00-5619	SIGNS		-	-	-	-	15,000	15,000
	Total:	Contractual Services	\$48,605	\$203,213	\$152,000	\$72,653	\$344,820	\$344,820
Supplies								
23-216-56-00-5656	PROPI	ERTY & BLDG MAINT SUPPLIES	27,847	17,997	25,000	36,642	25,000	25,000
	Total:	Supplies	\$27,847	\$17,997	\$25,000	\$36,642	\$25,000	\$25,000
Capital Outlay								
23-216-60-00-6003	MATE	RIALS STORAGE BUILDING	-	-	-	-	-	250,000
23-216-60-00-6013	BEECI	HER CENTER	-	-	319,725	320,386	-	-
23-216-60-00-6020	BUILD	DINGS & STRUCTURES	-	-	40,000	-	41,250	41,250
	Total:	Capital Outlay	\$0	\$0	\$359,725	\$320,386	\$41,250	\$291,250
Other Financing U	ses							
23-216-99-00-9901	TRAN	SFER TO GENERAL	9,645	92,125	18,000	29,917	47,180	47,180
	Total:	Other Financing Uses	\$9,645	\$92,125	\$18,000	\$29,917	\$47,180	\$47,180
	Total:	CW B&G EXPENDITURES	<u>\$86,097</u>	<u>\$313,335</u>	<u>\$554,725</u>	<u>\$459,598</u>	<u>\$458,250</u>	<u>\$708,250</u>

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CITY-WIDE CAPI	TAL EXPI	ENDITURES			FY 2019	Unaudited	FY 2020	FY 2020
0111 ((1111			FY 2017	FY 2018	Adopted	FY 2019	Adopted	Amended
Account	Descri	ption	Actual	Actual	Budget	Actual	Budget	Budget
Contractual Services								
23-230-54-00-5405	BUILE	O PROGRAM	57,058	85,848	-	1,815	-	-
23-230-54-00-5462	PROF	ESSIONAL SERVICES	8,649	5,318	5,000	2,360	5,000	5,000
23-230-54-00-5465	ENGI	NEERING SERVICES	-	35,063	65,000	58,195	-	-
23-230-54-00-5497	PROP	ERTY TAX PAYMENT	-	8,054	-	1,239	-	-
23-230-54-00-5498	PAYIN	NG AGENT FEES	475	475	475	475	475	475
23-230-54-00-5499	BAD I	DEBT	1,136	1,420	1,200	685	1,500	1,500
23-20-56-00-5632	ASPH	ALT PATCHING	-	-	-	-	35,000	35,000
23-230-56-00-5637	SIDEV	WALK CONSTRUCTIONS SUPPLIES	806	948	5,000	18,199	5,000	5,000
	Total:	Contractual Services	\$68,124	\$137,126	\$76,675	\$82,968	\$46,975	\$46,975
Capital Outlay								
23-230-60-00-6009	WRIG	LEY (RTE 47) EXPANSION	454,548	-	-	32,878	-	-
23-230-60-00-6011	PROP	ERTY ACQUISITION	160,877	_	_	-	-	-
23-230-60-00-6012	MILL	ROAD IMPROVEMENTS	-	_	_	195,781	3,105,000	3,105,000
23-230-60-00-6014	BLAC	KBERRY WOODS	131,574	7,797	7,549	4,125	7,549	7,549
23-230-60-00-6016	US 34	(CENTER/ELDAMIAN RD) PROJECT	-	19,500	110,226	127,534	110,226	110,226
23-230-60-00-6017		ECOACH CROSSING	63,304	-	_	-	_	-
23-230-60-00-6019	BRIST	OL BAY ACCESS ROAD	-	40,754	_	_	_	_
23-230-60-00-6021	PAVIL	LION ROAD STREAMBANK STABILIZATION	-	_	110,000	260	137,500	137,500
23-230-60-00-6023	FOUN	TAIN VILLAGE SUBDIVISION	-	19,346	256,528	99,284	<u>-</u>	-
23-230-60-00-6025		TO BETTER ROADS PROGRAM	695,767	761,759	100,000	69,633	80,000	80,000
23-230-60-00-6034		PERING MEADOWS SUBDIVISION	-	2,762	1,070,000	974,071	22,500	22,500
23-230-60-00-6048		NTOWN STREETSCAPE IMPROVEMENT	39,088	675	-	_	<u>-</u>	· -
23-230-60-00-6058		(IL 47/ORCHARD RD) PROJECT	-	_	30,333	8,351	30,333	30,333
23-230-60-00-6059		(IL 47/ORCHARD RD) PROJECT	16,497	78,682	98,413	84,854	90,981	90,981
23-230-60-00-6073		E FARM ROAD PROJECT	13,364	328,913	<u>.</u>	_	<u>-</u>	· -
23-230-60-00-6082		VTRYSIDE PKY IMPROVEMENTS	1,211,639	561,550	_	_	_	_
23-230-60-00-6084		ER & COUNTRYSIDE IMPROVEMENTS	- -	227,760	_	_	_	_
23-230-60-00-6086		IEDY ROAD IMPROVEMENTS	25,753	391,763	10,000	404	_	_
23-230-60-00-6094		EDY ROAD BIKE TRAIL	3,894	405,370	45,000	5,930	32,000	32,000
	Total:	Capital Outlay	\$2,816,305	\$2,846,631	\$1,838,049	\$1,603,105	\$3,616,089	\$3,616,089
		Сарнаі Оппау	\$2,010,503	\$2,040,031	\$1,030,047	\$1,005,105	\$3,010,007	\$3,010,009
Debt Service - 2014								
23-230-78-00-8000		CIPAL PAYMENT	185,000	190,000	190,000	190,000	195,000	195,000
23-230-78-00-8050		REST PAYMENT	144,138	138,588	132,888	132,888	127,188	127,188
	Total:	Debt Service - 2014A Bond	\$329,138	\$328,588	\$322,888	\$322,888	\$322,188	\$322,188
Kendall County Lo	an - River	Road Bridge						
23-230-97-00-8000	PRINC	CIPAL PAYMENT	75,000	75,000	84,675	84,675	-	-
	Total:	Kendall Co Loan - River Rd Bridge	\$75,000	\$75,000	\$84,675	\$84,675	\$0	\$0

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CITY-WIDE CAPI	TAL EXPEN	DITURES			FY 2019	Unaudited	FY 2020	FY 2020
			FY 2017	FY 2018	Adopted	FY 2019	Adopted	Amended
Account	Description	on	Actual	Actual	Budget	Actual	Budget	Budget
Other Financing Us	ses							
23-230-99-00-9951	TRANSF	ER TO WATER	-	65,241	64,866	65,030	104,906	104,906
	Total:	Other Financing Uses	\$0	\$65,241	\$64,866	\$65,030	\$104,906	\$104,906
	Total: (CITY-WIDE CAP EXPENDITURES	<u>\$3,288,567</u>	\$3,452,586	<u>\$2,387,153</u>	<u>\$2,158,666</u>	<u>\$4,090,158</u>	<u>\$4,090,158</u>



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

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Agenda	Item	Num	bei

New Business #7

Tracking Number

PW 2019-60

Agenda Item Summary Memo

Title: Mill Road Land	Acquisition – Plats of Dedication	_	
Meeting and Date: P	ublic Works Committee – August	20, 2019	
Synopsis: Consideration	on of Acceptance		_
Council Action Previo	usly Taken:		
Date of Action:	Action Taken:		
Item Number:			
Type of Vote Required	d: Majority		
Council Action Reque	sted: Consideration of Acceptance	2	
Submitted by:	Brad Sanderson	Engineering	
	Name	Department	
	Agenda Item Notes	s:	



Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Kathy Field-Orr, City Attorney Lisa Pickering, Deputy City Clerk

Date: August 14, 2019

Subject: Mill Road Land Acquisition

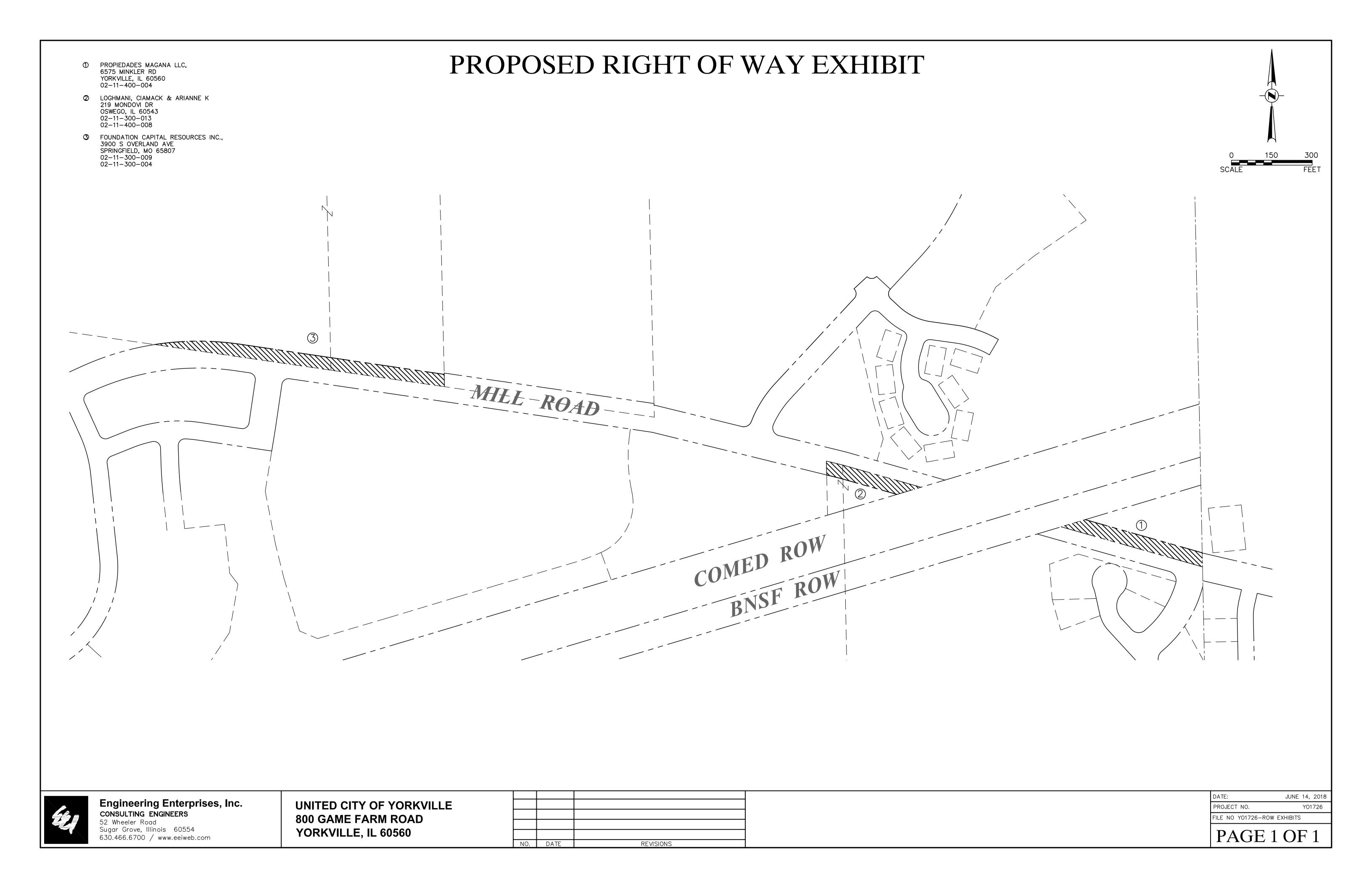
The City has come to agreement with two land owners regarding the acquisition of right-of-way that is necessary for the project. The parcels are shown in the attached overall exhibit and in the detailed Plats of Dedication.

The Magana LLC parcel (Parcel 1) has agreed to a price of \$4,000.

The Loghmani parcel (Parcel 2) has agreed to a price of \$13,000.

The City Attorney and City Clerk are making final arrangements to have the necessary documents executed.

We recommend acceptance of the Plats of Dedication upon receipt of the final executed documents.



CITY COUNCIL CERTIFICATE STATE OF ILLINOIS) SS COUNTY OF KENDALL) APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THISDAY OF, 201		PLAT OF DEL TO THE UNITED CITY OF KENDALL COUNTS PART OF THE SOUTHEAST QUARTER OF SE RANGE 7 EAST OF THE THIRD PRINCIPAL ME	YORKVILLE Y, ILLINOIS		O SCALE P.I.N	30 60 FEET 1. 02-11-300-013 02-11- 200 -008
OWNER'S CERTIFICATE STATE OF ILLINOIS) SS COUNTY OF) THIS IS TO CERTIFY THAT CIAMACK LOGHMANI AND ARIANNE K. LOGHMANI, AS JOINT TENANTS OF THE UNDERLYING PROPERTY SHOWN HEREON, DOES HEREBY GRANT, CONVEY AND WARRANTEE THE PROPERTY DESCRIBED HEREIN TO THE UNITED CITYORKVILLE, KENDALL COUNTY, ILLINOIS, THISDAY OF, 2019. BY:	FOUND MAGNAIL FOUND RR SPIKE 1.47' S & 0.17' E S7675'39"E O STATE ANI, O IN NG PURPOSES FOUND 3/4" IRON	FOUND 3/4" IRON PIPE AT CORNER LOT 3028 (HERETOFORE DEDICATED 20060) SO HEREBY DEDICATED 40.365 ACRES N7471112"W	93.21' 973'22'24"W	FOUND OLD IRON PIPE AT THE INTERSECTION OF THE NORTH LINE OF COMMONWEALTH EDISON ROW LINE AND THE EAST LINE OF SEC 11–37–7 POUND 3/4" IRON PIPE AT CORNER D MAGNAIL DRNER	LEGAL DESCRIPTION OF THAT PART OF THE SOUTHEAST 1/4 OF SECTION EAST OF THE THIRD PRINCIPAL MERIDIAN DESC NORTHEAST CORNER OF LOT 3048 IN GRAND FOR DEGREE 12 MINUTES 45 SECONDS WEST, ALONG DOCUMENT 200600016199, 51.75 FEET TO THE THENCE SOUTH 76 DEGREES 15 MINUTES 39 S 62.11 FEET; THENCE SOUTH 74 DEGREES 11 MI SOUTH LINE, 302.95 FEET TO THE NORTHWESTE EDISON RIGHT OF WAY; THENCE SOUTH 73 DEGREES ALONG SAID NORTHWESTERLY LINE, 93.21 FEET	DEDICATION ON 11, TOWNSHIP 37 NORTH, RANGE 7 CRIBED AS FOLLOWS: BEGINNING AT THE RESERVE UNIT 19; THENCE NORTH 01 G THE EAST LINE OF MILL ROAD PER C SOUTH LINE OF SAID MILL ROAD; SECONDS EAST, ALONG SAID SOUTH LINE, INUTES 12 SECONDS EAST, ALONG SAID ERLY LINE OF THE COMMONWEALTH GREES 22 MINUTES 24 SECONDS WEST, TO THENCE NORTH 74 DEGREES 11 ENCE NORTH 76 DEGREES 15 MINUTES
COUNTY OF KENDALL) I,	ER '		COMMONWEALTH EDISON CON	190.0c	TATE OF ILLINOIS) () SS () SCHELLER, ILLINOIS) HIS IS TO CERTIFY THAT I, MARK G. SCHELLER, ILLINOIS 5-3581, HAVE SURVEYED, AND PLATTED THE ABOVE DEDICATING SAID PROPERTY TO THE UNITED CITY OF VEN UNDER MY HAND AND SEAL AT SUGAR GROVE, ILL Y: MARK G., SCHELLER PROFESSIONAL TAND SURVEYOR #3581 (EXP-11-30-20) ENGINEERING ENTERPRISES INC. PROFESSIONAL DESIGN FIRM # 184-002003 (EXP-04-30-21)	DESCRIBED PROPERTY FOR THE PURPOSES YORKVILLE LINOIS, THIS 14th DAY OF JUNE, 2019. G. SCALLINOIS, THIS 14th DAY OF JUNE, 2019. DATE: MARCH 12, 2019 PROJECT NO. Y01726
CONSULTING ENGINEERS 52 Wheeler Road Sugar Grove, Illinois 60554 630.466.6700 / www.eeiweb.com	800 GAME FARM ROAD YORKVILLE, IL 60560			NO. DATE	REVISIONS	FILE NO Y01726 LOGHMANI PAGE 1 OF 1

CITY COUNCIL CERTIFICATE STATE OF ILLINOIS) (SS) COUNTY OF KENDALL) APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS, THISDAY OF	PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 37 NORTH,	0 50 100 SCALE FEET
OWNER'S CERTIFICATE STATE OF ILLINOIS))SS COUNTY OF THIS IS TO CERTIFY THAT PROPIEDADES MAGANA LLC, AN ILLINOIS CORPLETES SIMPLE OWNER OF THE UNDERLYING PROPERTY SHOWN HEREON, DOE GRANT, CONVEY AND WARRANTEE THE PROPERTY DESCRIBED HEREIN TO CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS. DATED AT, ILLINOIS, THISDAY OF, 20 BY:PRESIDENT BY: PRESIDENT BY: SECRETARY SECRETARY STATE OF ILLINOIS))SS COUNTY OF) I,A NOTARY PUBLIC, IN AND FOR SAID COUNTY AFORESAID, DO HEREBY CERTIFY THAT	BURLING BUR	LEGAL DESCRIPTION OF DEDICATION THAT PART OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 3016 IN GRAND RESERVE UNIT 9; THENCE NORTH 73 DECREES 22 MINUTES 24 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF THE BURLINGTON NORTHERN SANTA FE RAILROAD RIGHT OF WAY 93.20 FEET TO THE NORTHERLY MOST CORNER OF MILL ROAD PER DOCUMENT 200500028116, FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 73 DECREES 22 MINUTES 24 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, 37.29 FEET; THENCE SOUTH 74 DECREES 10 MINUTES 59 SECONDS EAST, 508.44 FEET TO THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH OI DECREES 10 MINUTES 34 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE OF SAID MILL ROAD; THENCE NORTH 74 DECREES 10 MINUTES 59 SECONDS WEST, ALONG SAID NORTH LINE, 546.01 FEET TO THE POINT OF BEGINNING ALL IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS **LOT 17** **LOT 18** **LOT 18*
OFFICERS OF PROPIEDADES MAGANA LLC. AND THE SAME PERSONS WH SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME T PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE INSTRUMENT, NOT INDIVIDUALLY, BUT AS OFFICERS OF SAID PROPIEDAD AS THEIR OWN FREE AND VOLUNTARY ACT AND THE FREE AND VOLUN'S SAID PROPIEDADES MAGANA LLC, FOR THE USES AND PURPOSES THER GIVEN UNDER MY HAND AND NOTARIAL SEAL THISDAY OF NOTARY PUBLIC COUNTY CLERK'S CERTIFICATE STATE OF ILLINOIS) SSS COUNTY OF KENDALL)	LOT 810 LOT 810 (HERETOFORE DEDICATED 200500028116) (HERETOFORE DEDICATED 200500028116) LOT 811 LOT 811 LOT 813	STATE OF ILLINOIS) STATE OF ILLINOIS) SS COUNTY OF KANE THIS IS TO CERTIFY THAT I, MARK G. SCHELLER, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35–3581, HAVE SURVEYED, AND PLATTED THE ABOVE DESCRIBED PROPERTY FOR THE PURPOSES OF DEDICATING SAID PROPERTY TO THE UNITED CITY OF YORKVILLE
I,	TAX SALES FURTHER WITH THE PLAT	GIVEN UNDER MY HAND AND SEAL AT SUGAR GROVE, ILLINOIS, THIS 14th DAY OF JUNE, 2019. BY: MARK G., SCHELEER PROFESSIONAL LAND SURVEYOR #3581 (EXP-11-30-20) ENGINEERING ENTERPRISES INC. PROFESSIONAL DESIGN FIRM # 184-002003 (EXP-04-30-21) NO. DATE REVISIONS DATE: NOV. 08, 2018 PROJECT NO. Y01726 FILE NO Y01726 MAGANA PAGE 1 OF 1



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

Agenda Item N	lumbei

Old Business #1

Tracking Number

PW 2018-102

Agenda Item Summary Memo

Title: East Alley Pa	rking Lot – Update	
Meeting and Date:	Public Works Committee – Au	igust 20, 2019
Synopsis: Please se	e attached.	
Council Action Pre	viously Taken:	
Date of Action:	Action Taken:	
Item Number:		
Type of Vote Requi	red:	
Council Action Req	uested:	
Submitted by:	Bart Olson Name	Administration Department
	Agenda Item	•



Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

Lisa Pickering, Deputy City Clerk

Date: August 15, 2019

Subject: East Alley

This memo is to update the committee on the status of the planned improvements.

A verbal agreement has been made with the property owner on the granting of the proper easements for the work to be completed. Previous documentation/agreements that were in place were not clear, therefore it was determined the best course of action was to create a new grant of easement document. A draft of the document is attached.

As far as timing of the improvements, once the easement is executed by both parties, the striping and signage should be able to be completed within 1-2 weeks.

The far east entrance improvements should be able to be completed within 4-6 weeks after execution.

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

DOWNTOWN REVITALIZATION

POSITIVES:

NEGATIVES:

WORK

- CAN ENTER FROM

- MUST ADD NEW ENTRANCE

- COSTS ASSOCIATED WITH

BALLPARK COST ESTIMATE:

STAFF PREFERRED OPTION

DATE: JANUARY

PROJECT NO:

EAST ALLEY

OPTION 3

2019

Y01610

Y01610-SITE

VAN EMMON

\$18,000 - \$23,000

12, 2019 @ 8:10 AM By: Jim Schmidt — Tab: Option 3 Site Plan — 22x34

ENTER

ENTRANCE

ONLY

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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

KENDALL COUNTY, ILLINOIS

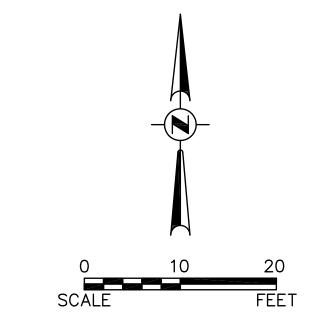
Bar represents 1"at FULL size plotted scale. Percentage to 1" to be applied to stated scales.

NO. DATE

REVISIONS

GRANT OF EASEMENT

PART OF LOTS 3, 4, 5 AND 7 IN BLOCK 6 IN BLACKS ADDITION TO THE VILLAGE OF YORKVILLE, KENDALL COUNTY, ILLINOIS.



PARCEL OWNER	SHIP
UNITED CITY OF YORKVILLE	02-33-154-009 02-33-154-020
IMPERIAL INVESTMENTS LLC	02-33-154-023 02-33-154-014

10.00' 10.00' N85**°**09'05"W -P.O.B. PARCEL 1 S85*09'05"E / P.O.C. PARCEL 2 N85°09'05"W VAN EMMON STREET

PARCEL 1

PERMANENT ACCESS EASEMENT

THAT PART OF LOTS 3 AND 4 IN BLOCK 6 IN BLACK'S ADDITION TO THE VILLAGE OF YORKVILLE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 5 IN SAID BLACK'S ADDITION: THENCE NORTH 85 EAST, 10.00 FEET TO THE WEST LINE OF SAID LOT 5; THENCE SOUTH 05 DEGREES 56 MINUTES 36 SECONDS

PARCEL 2

TEMPORARY ACCESS EASEMENT

FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 85 DEGREES 09 MINUTES 05 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 7, 11.47 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 05 DEGREES 46 MINUTES 31 SECONDS EAST, 43.23 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 27.10 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 32.00 FEET, CHORD BEARIN NORTH 18 DEGREES 29 MINUTES 10 SECONDS WEST AND CHORD LENGTH OF 26.30 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHERLY 36.75 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 44.00 FEET, CHORD BEARING NORTH 18 DEGREES 49 MINUTES 23 SECONDS WEST AND CHORD LENGTH OF 35.69 FEET TO A POINT OF TANGENCY; THENCE NORTH 05 DEGREES 06 MINUTES 06 SECONDS EAST, 8.45 FEET TO THE SOUTH LINE OF THE UNITED CITY OF YORKVILLE'S PROPERTY; THENCE SOUTH 85 DEGREES 09 MINUTES 05 SECONDS EAST, ALONG SAID SOUTH LINE, 14.00 FEET; THENCE SOUTH 05 DEGREES 06 MINUTES 06 SECONDS WEST, 8.51 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 25.05 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, CHORD BEARING SOUTH 18 DEGREES 49 MINUTES 23 SECONDS EAST AND CHORD LENGTH OF 24.33 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHERLY 38.96 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 46.00 FEET, CHORD BEARING SOUTH 18 DEGREES 29 MINUTES 10 SECONDS EAST AND CHORD LENGTH OF 37.80 FEET TO A POINT OF TANGENCY; THENCE SOUTH 05 DEGREES 46 MINUTES 31 SECONDS WEST, 43.00 FEET TO THE SOUTH LINE OF SAID LOT 7; THENCE NORTH 85 DEGREES 09 MINUTES 05 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 7, 14.00 FEET TO THE POINT OF BEGINNING.

THIS IS TO CERTIFY THAT I, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE ABOVE DESCRIBED PARCEL AND THAT THIS PLAT WAS PREPARED FOR THE PURPOSE OF GRANTING EASEMENTS FOR THE PURPOSES STATED HEREON, AND THAT THIS GRANT OF EASEMENT ACCURATELY DEPICTS

GIVEN UNDER MY HAND AND SEAL THIS DAY OF , 2019.

MARK G. SCHELLER PROFESSIONAL LAND SURVEYOR #3581 (EXPIRES 11-30-20)

> ENGINEERING ENTERPRISES, INC. PROFESSIONAL DESIGN FIRM #184-002003 (EXPIRES 04/30/21)





NOTARY PUBLIC

PURPOSES THEREIN SET FORTH.

STATE OF ILLINOIS)

COUNTY OF KENDALL)

STATE OF ILLINOIS)

COUNTY OF KENDALL)

STATE OF ILLINOIS)

COUNTY OF KENDALL)

CITY ENGINEER

THIS IS TO CERTIFY THAT IMPERIAL INVESTMENTS, LLC, A _

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD

DAY OF _____ O'CLOCK ___.M.

CITY ENGINEER FOR THE UNITED

SIMPLE OWNER OF THE PROPERTY DESCRIBED HEREON, AND DOES HEREBY CONSENT TO THE EASEMENT DEPICTED

_____, A NOTARY PUBLIC IN AND FOR THE COUNTY

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 2019.

AND STATE AFORESAID, DO HEREBY CERTIFY THAT_____AND ____AND ____,

PERSONALLY KNOWN TO ME TO BE THE PRESIDENT AND SECRETARY OF IMPERIAL INVESTMENTS, LLC., AS SHOWN ABOVE, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT AS SUCH OFFICERS, THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AND CAUSED THE CORPORATE SEAL TO BE AFFIXED THERETO AS THEIR FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND

MY COMMISSION EXPIRES ______

_____, ____, THIS ____ DAY OF _____, 2019.

IN THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS, ON THIS ______

KENDALL COUNTY RECORDER

APPROVED AND ACCEPTED BY THE UNITED CITY OF YORKVILLE, ILLINOIS,

CITY OF YORKVILLE, DO HEREBY CERTIFY THAT THIS DOCUMENT IS APPROVED.

DATED AT YORKVILLE, ILLINOIS THIS _____ DAY OF _____ 2019.

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, IL 60560

NO.	DATE	REVISIONS	

PARCEL 2

GRANT OF EASEMENT FILE NO YO1610-EASE

AUGUST 15, 2019

PAGE 1 OF 1



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

Parks and Recreation

Agenda Item Number	
Old Business #2	
Tracking Number	_
PW 2019-52	

Agenda Item Summary Memo

Title: Galena Road	/ Kennedy Road / Mil	1 Road		
Meeting and Date:	Public Works Comn	nittee – August 20, 2019		
Synopsis: A discus	sion will take place at	the meeting.		
Council Action Prediction:	Actio	on Taken:		
Type of Vote Requ	ired:			
Council Action Rec	quested:			
Submitted by:		Administration		
	Name	Department		
Agenda Item Notes:				



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Legal	
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Human Resources	
Community Development	
Police	
Public Works	
Parks and Recreation	

	_		
Agenda	. Item	Num	ıheı

Old Business #3

Tracking Number

PW 2019-53

Agenda Item Summary Memo

Title: Mill Road			
Meeting and Date: Pu	ıblic Works Committee – August Z	20, 2019	
Synopsis: Consideration	n of Bid Award and General Disc	ussion	
Council Action Previous	Consideration of Bid Award and General Discussion tion Previously Taken: on: Action Taken: r: te Required: Majority tion Requested: Consideration of Approval		
Date of Action:	mitted by: Brad Sanderson Name Brad Sanderson Department		
Item Number:			
Type of Vote Required	: Majority		
Council Action Reques	ted: Consideration of Approval		
Submitted by:			
	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: August 14, 2019

Subject: Mill Road

The purpose of this memo is to present the bid results taken from Kendall County as well as to discuss an update on the overall project.

Patching and Resurfacing Bid Results

Bids were received by Kendall County on August 9th. The detailed bid tab is attached. Geneva Construction is the apparent low bidder in the amount of \$140,797.50. The bids were above the engineer's estimate. The cost per ton of the surface mix was \$84 as compared to \$63 for the 2019 RTBR program.

In discussions with the County Engineer, there may be way to save \$10-15,000 by modifying the paving and pavement marking specifications that were included in the base bid. These base bid items included higher end paving and pavement marking specifications that may not be needed since this is a temporary fix.

A detailed discussion is anticipated at the Committee Meeting.

Overall Project Update

The plans and specifications for the overall project are at 95% and we would be able to schedule a bid letting in a short period of time.

Based on the current design, there are three (3) parcels of land that are needed for right-of-way acquisition. As of the date of this memo, two (2) of the parcels have agreed to terms and are in the process of being finalized. The parcels acquired are on the eastern portion of the project. The acquisition of the third parcel had been placed on hold pending the County's roundabout review.

There are utility relocates that need to occur with the roadway reconstruction. We are nearing approval of the Comed relocation permit. Once the permit is approved, the relocates will then be scheduled. We are anticipating that this will be complete by Spring 2020.

There are railroad crossing improvements that are necessary as part of this project. The BNSF has provided us with a complete list of the improvements required along with their costs. We are awaiting a formal agreement from them for approval by the City Council. It should be noted that work can proceed on either side of the railroad right-of-way without an agreement.

There was recent discussion at the County's Transportation Committee meeting held on August 13th regarding improvements at the Galena and Kennedy Road intersection. Generally, it is our understanding that the results of the analysis and discussion were as follows:

- The 4-legged roundabout concept (Galena, Kennedy and Mill) will not work as a single lane roundabout.
- The preferred concept is a traditional intersection at Galena and Kennedy (Signal) with the originally planned realigned Mill Road connecting to Kennedy. There was also discussion that perhaps this intersection would be suited for a roundabout.

It is anticipated that a meeting will be held with Kendall County officials to further discuss.

The funding of the City's portion of the project is tied into the Grande Reserve development. It is our understanding that the development remains committed to fronting the funds, however this will most likely not occur until a revised annexation agreement has been approved. We further understand that an application will be submitted to the City soon.

A detailed discussion is anticipated at the Committee Meeting.

TABULATION OF BIDS

						NAME & ADDRESS OF BIDDERS					
AGENCY: SECTION: DATE: TIME:	SECTION: 19-00000-03-GM, Mill Road DATE: August 9, 2019		APPROVED ENGINEER'S ESTIMATE		Builders Asphalt, LLC 4413 Roosevelt Rd. Hillside, IL 60162		D Construction Inc. 1488 S. Broadway Coal City, IL 60416		Geneva Construction Co. P. O. Box 998 Aurora, IL 60507 LOW BIDDER		
Item	Description	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
40600290	BIT MATL (TACK COAT)	POUND	5,000.0	0.50	2,500.00	0.01	50.00	0.01	50.00	0.01	50.00
40600400	MIX CR JTS FLANGEWYS	TON	20.0	250.00	5,000.00	385.00	7,700.00	290.00	5,800.00	220.00	4,400.00
40600982	HMA SURF REM BUTT JT	SQ YD	100.0	25.00	2,500.00	38.00	3,800.00	15.00	1,500.00	20.00	2,000.00
406003535	P HMA SC "D" N50	TON	1,250.0	70.00	87,500.00	84.00	105,000.00	88.00	110,000.00	84.00	105,000.00
40800050	INCIDENTAL HMA SURF	TON	30.0	125.00	3,750.00	130.00	3,900.00	95.00	2,850.00	150.00	4,500.00
48101200	AGG SHLDS B	TON	375.0	30.00	11,250.00	40.00	15,000.00	30.00	11,250.00	33.00	12,375.00
70100460	TRAF CONT - PROT 701306	L SUM	1.0	2,000.00	2,000.00	2,140.25	2,140.25	4,000.00	4,000.00	1,800.00	1,800.00
70300100	SHORT TERM PAVT MKING	FOOT	500.0	1.00	500.00	1.75	875.00	1.00	500.00	0.75	375.00
70301000	WORK ZONE PAVT MK REM	SQ FT	167.0	2.50	417.50	3.25	542.75	1.00	167.00	2.50	417.50
78009004	MOD URETH PM LINE 4"	FOOT	13,000.0	0.35	4,550.00	0.76	9,880.00	0.63	8,190.00	0.76	9,880.00
	TOTALO										

TOTALS: 119,967.50 148,888.00 144,307.00 **140,797.50**

