



United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560
Telephone: 630-553-4350
www.yorkville.il.us

AGENDA
PUBLIC WORKS COMMITTEE MEETING
Tuesday, June 20, 2017
6:00 p.m.
City Hall Conference Room
800 Game Farm Road, Yorkville, IL

Citizen Comments:

Minutes for Correction/Approval: May 16, 2017

New Business:

1. PW 2017-43 Fox Hill and Sunflower Estates SSA Management RFP Results
2. PW 2017-44 Go-For-It Sports – Grant of Easement
3. PW 2017-45 Raintree Village Units 4, 5 and 6 (Basin Maintenance)
4. PW 2017-46 Blackberry Woods – Completion of Improvements
5. PW 2017-47 Pavillion Road Streambank Stabilization – Engineering Agreement
6. PW 2017-48 Kennedy Road Shared Use Path (ITEP) BNSF License Agreement
7. PW 2017-49 Selection of Committee Liaisons
8. PW 2017-50 Meeting Dates

Old Business:

1. PW 2017-38 Road to Better Roads Program – Additional Work
2. PW 2017-51 Other Business Follow-Up from May Public Works Meeting

Additional Business:

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

UNITED CITY OF YORKVILLE
WORKSHEET
PUBLIC WORKS COMMITTEE
Tuesday, June 20, 2017
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. May 16, 2017

- Approved _____
- As presented
- With corrections

NEW BUSINESS:

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

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

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

Moved forward to CC _____ consent agenda? Y N

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

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

Moved forward to CC _____ consent agenda? Y N

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

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

Moved forward to CC _____ consent agenda? Y N

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

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

Moved forward to CC _____ consent agenda? Y N

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

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

Moved forward to CC _____ consent agenda? Y N

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

7. PW 2017-49 Selection of Committee Liaisons

Moved forward to CC _____ consent agenda? Y N

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

8. PW 2017-50 Meeting Dates

Moved forward to CC _____ consent agenda? Y N

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

OLD BUSINESS:

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

Moved forward to CC _____ consent agenda? Y N

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

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

Moved forward to CC _____ consent agenda? Y N

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

ADDITIONAL BUSINESS:



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Minutes

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Public Works Committee – May 16, 2017

Meeting and Date: Public Works Committee – June 20, 2017

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Committee Approval

Submitted by: Minute Taker

Name

Department

Agenda Item Notes:

**UNITED CITY OF YORKVILLE
PUBLIC WORKS COMMITTEE
Tuesday, May 16, 2017, 6:00pm
Yorkville City Hall, Conference Room
800 Game Farm Road**

IN ATTENDANCE:

Committee Members

Chairman Joel Frieders
Alderman Seaver Tarulis

Alderman Jackie Milschewski
Alderman Ken Koch (arr. 6:10pm)

Other City Officials

Mayor Gary Golinski
City Administrator Bart Olson
Public Works Director Eric Dhuse

Interim Assistant City Administrator Erin Willrett
Engineer Brad Sanderson, EEI
Parks & Recreation Director Tim Evans

Other Guests: None

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

Citizen Comments: None

Previous Meeting Minutes: April 18, 2017

The minutes were approved as presented.

New Business:

(moved forward on agenda)

7. PW 2017-42 Riverfront Park Playground Update

Mr. Olson gave an update on this item. He said the area has been tested twice with contaminants found each time. This makes it unsuitable for a playground without mitigation, so engineers have been asked to provide a quote for a full excavation/refill. He said there are three options for remediation.

1. Excavation of the site with TIF eligibility of \$360,000, this option is recommended
2. Leave the dirt in place, encapsulate and move the playground
3. Take no action and accept future risks (not a viable option)

He said the State had discovered contamination in the riverbank when they excavated 10 years ago for the canoe chute.

Alderman Frieders supported the first option saying the City must take action since it is an ethics issue and the origins of contamination are unknown. Alderman Tarulis said action needs to be taken, but

encapsulation is not a good option. Questions were raised by Alderman Milschewski if it is an isolated area being fed into and if it's coming from commercial buildings. Mr. Olson said the source of contamination is not known, however, it is highest on the east side of the property. There was also a discussion of the safety of capping the area after remediation.

Chairman Frieders asked if any grants are available for a cleanup. Mr. Olson said there are grants, however, they are multi-year projects with many requirements. He noted the Brownfield study on the FS property took 4-5 years. Money for cleanup would come from the Parks budget, TIF funds, some deficit spending and inter-fund loans. Mr. Olson said the costs are not eligible for insurance reimbursement.

Mr. Olson said it must be decided whether or not to accept Terracon's quote or seek other bids. The insurance company will also have input. This item will go to Park Board for discussion and to the full Council on June 13. The committee was in favor of Option #1. Mr. Evans noted that other projects have been done in other areas of the park with no contamination found.

1. PW 2017-36 Well No. 7 Rehabilitation – Engineering Agreement

The cost is \$14,000 for design and \$14,000 for construction engineering and Mr. Olson said these expenses are covered in the budget. This item moves to the consent agenda.

2. PW 2017-37 Game Farm and Somonauk Improvements – Authorization No. 6

This change order is a result of closing out the project with IDOT. A couple changes were noted including a negative balance of \$2,860.07. This moves to the consent agenda.

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

Mr. Sanderson said the bids for the 3 projects were so low that the City has an additional \$480,000 to spend on other projects. In talks with D Construction, they have agreed to hold the prices for any additional work. He presented a spreadsheet showing suggested additional work that could be done including the high school parking lot, Wing Rd. and patching on Walsh Dr. Alderman Koch objected to just patching and said Walsh needs to be re-done. A Pavilion Road repair is also needed due to creek erosion near the road. Mr. Olson asked for a further explanation on the quality of the road base on Walsh vs. Spring St. and the cost of Pavilion if allowed to deteriorate further. If Pavilion is allowed to deteriorate more than 24 months, the road might have to be closed.

As another option, Mr. Sanderson said half of Walsh could be done this year. The committee discussed delaying some of the other projects in order to fix Walsh Dr. Alderman Frieders suggested delaying work on the Old 2nd building, however, Mr. Olson said if the use of the parking lot is desired, work is needed. Mr. Sanderson said he will have a formal proposal from D Construction regarding Walsh Dr. at the next meeting. Repairs for Fox Rd., Elizabeth and State St. were also discussed.

Mr. Olson discussed the high school parking lot and said the school would pave the City's half of the rear parking lot in exchange for the City turning over ownership to the school, however, the City does not want to relinquish the lot. The project has begun and payment would be needed immediately for the City's half.

4. PW 2017-39 Sanitary Sewer Flow Monitoring

Flow monitoring is recommended on Somonauk St. to check the capacity of the sanitary sewer since it dumps from a 15" to a 12" pipe, said Mr. Sanderson. He said a lift station in Raintree Village will also

be checked. Mr. Dhuse said his department has been trying to locate the problem and a pump has also burned out. The committee agreed this should be done and the item will be placed on the consent agenda.

5. PW 2017-40 ADA Transition Plan – Engineering Agreement

This is a contract with EEI for an ADA transition plan required by a 1993 federal law now being enforced. The contract is for \$34,910 and the money is budgeted. Sidewalks transitioning into streets and pathways will be surveyed and repaired if needed. This item moves to the consent agenda.

6. PW 2017-41 Cedarhurst Back-up SSA

Mr. Olson said this is a procedural ordinance to cover detention basins and if Cedarhurst does not maintain their infrastructure, the SSA would cover it. This will move forward to a Public Hearing in the near future. He added that about 12 other subdivisions have no active backup SSA's This matter moves to the Council consent agenda.

8. EDC 2017-31 Small Cell Antennas

Ms. Willrett said this is an amendment to the zoning code, previously discussed at EDC and will be heard at the Planning and Zoning Commission. Small cell companies have been requesting to place small cell antennas in the public right-of-way. She said it could take away tax rebates in the future for agreements with ComEd and other utilities. Other municipalities are also reviewing to protect their rights. Two small cell tower applications have been made since last fall, one of which was denied. The language will be revised to read that small antennas can be placed on top of existing antennas or poles. Alderman Koch commented that if wi-fi is desired in the parks etc., the City must ensure it is allowed in the code. This matter will proceed to the Planning and Zoning Commission on June 14.

Old Business:

1. PW 2017-32 Traffic Control – Yorkville Intermediate School

Mr. Olson said this was a citizen-initiated complaint after a rear-end accident to a bus. He spoke with Mr. Romano of the school district and they are aware of the issues of traffic backing up during student pick-ups. There are crossing guards and signs already in place and the City recommends no further action.

Additional Business:

Alderman Milschewski discussed these items:

A citizen in a nursing home recently received a \$949 water bill for her home. Mr. Olson said the City is looking into it and can test the water meter, however, the charges cannot be waived.

A resident of Orange St. said lines were pulled down and ComEd later installed a new pole which is leaning and the old pole is still in place. The citizen said there is also gravel all over. Mr. Olson will follow-up on this situation.

A sidewalk on Hawthorne is in need of repair and Mr. Dhuse will investigate.

The path by Stevens on Rt. 47 is sunken and has a poor patch. Mr. Ratos will ask for a barricade.

There is standing water by the grain silo near the riverfront and is foul smelling. Water is also draining from the silo.

Striping is needed on Heustis and VanEmmon.

The sawmill property is overgrown again, forcing drivers coming into town on Van Emmon to pull far forward for visibility. Mr. Olson said this will be addressed as part of the whole property maintenance issue.

Alderman Tarulis discussed these issues:

He produced a photo of curbwork needed on Center. The citizen said damage was done to his driveway, however, not all driveways were fixed as a result of the road repaving unless they were heavily damaged.

Heartland has requested speed bumps. Speed studies can be done, however, a default speed limit may not be able to be changed. Mr. Olson will contact the citizen requesting.

Street lights at Center Parkway and Countryside have not been working for a year. Kendall & Center also have non-operational lights.

There was no further business and the meeting was adjourned at 7:51pm.

Minutes respectfully transcribed by
Marlys Young, Minute Taker



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #1

Tracking Number

PW 2017-43

Agenda Item Summary Memo

Title: Fox Hill and Sunflower SSA Management Services Contract

Meeting and Date: Public Works Committee – June 20, 2017

Synopsis: Recommendation to award contract to Baum Property Management for Management Services for Fox Hill and Sunflower SSA.

Council Action Previously Taken:

Date of Action: N/A Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Annie Callahan Administration
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Annie Callahan, Purchasing Manager
CC: Bart Olson, City Administrator
Date: June 20, 2017
Subject: Fox Hill and Sunflower SSA Management Services Contract

Summary

Recommendation to award contract to Baum Property Management for Management Services of Fox Hill and Sunflower SSA.

Background

During the February 7, 2017 Public Works Committee meeting it was discussed that staff would like go out for proposals for the use of a professional property management company to administer the mowing and maintenance contract for Fox Hill and Sunflower Subdivisions and provide the necessary oversight to the contractor along with detailed weekly documentation to the City that will ensure a quality product for the residents of these subdivisions. Currently, the City has always performed these duties and absorbed the cost, in time spent, to administer these contracts. The Committee was supportive of staff's request.

The RFP scope includes, a professional property management company to prepare bid packages and manage the bid process for any budgeted work, prepare annual operating budget, day to day interactions with the residents, provide the necessary oversight to the landscape contractor, and send bi-weekly property reports to the city ensuring a quality product for the residents of Sunflower Estates and Fox Hill subdivisions. The proposals were opened on May 26, 2017 at noon with services beginning in July.

The City received six bids in total ranging from \$5,400.00 to \$30,000.00 per year. Baum Property Management was the lowest responsible bidder with \$5,400.00 per year. The FY18 budget for these services was \$20,000.00. Lowest bid was under budget by \$14,600.00

Recommendation

Staff recommends awarding a contract to Baum Property Management for management services of Fox Hill and Sunflower Mowing and Maintenance SSA areas.

SSA Management Services – Sunflower Estates & FoxHill

Response Due Date: 5/26/2017
 Time: 12:00 p.m.
 Location: 800 Game Farm Rd, Yorkville

opened by: Anne Callahan
 witnessed by: Eric Dhuse

BUSINESS NAME	BID BOND	PROPOSAL AMOUNT	COMMENTS / DEVIATIONS
Alpha Mgmt Svcs	N/A	\$ 20,800 ⁰⁰ /yr	NONE
Baum Prop Mgmt	N/A	\$ 5,400 / yr	NONE
Dan Koukol	N/A	\$ 23,890.44 / yr \$ 1990.87 / mo	NONE
REIS PROPERTY C. FREITAG	N/A	\$ 10,140 / yr \$ 845 / mo	NONE
LIEBERMAN	N/A	\$ 30,000 / yr \$ 2500 / mo	NONE
ACM	N/A	\$ 28,080 / yr \$ 2,340 / mo	NONE



United City of Yorkville, Illinois

Request for Proposal
for Management Services for
Fox Hill and Sunflower Estates subdivisions

Optional Pre-Bid Conference:	May 12, 2017 at 10:00AM
Proposals Due:	May 26, 2017 at 12:00PM

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

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

A professional property management company to prepare bid packages and manage the bid process for any budgeted work, prepare annual operating budget, day to day interactions with the residents, provide the necessary oversight to the landscape contractor, and send bi-weekly property reports to the city ensuring a quality product for the residents of Sunflower Estates and Fox Hill subdivisions

It is the intent of the City to negotiate an agreement for services based on the bid specifications contained in this RFP.

Proposals will be received at the City Hall, at 800 Game Farm Road, Yorkville, Illinois 60560 **until 12:00 PM on May 26, 2017 (the closing date)**. Proposals not physically received by the City by 12:00 PM on May 26, 2017 will be returned, unopened to the firm. Emailed or faxed bids will not be accepted. Take note that overnight deliveries may not arrive on the day of the bid opening prior to 12:00 PM. City Hall is open Monday through Friday, 8:00AM to 4:30PM.

All Proposals shall be sealed and addressed as follows:

United City of Yorkville
RE: (Vendor Name)
Bid for Management Services at Sunflower Estates & Fox Hill
Attention: Annie Callahan, Purchasing Manager
800 Game Farm Road
Yorkville, IL 60560

General questions regarding this Request for Proposals shall be directed to Annie Callahan, Purchasing Manager at 630-553-8566. All detailed questions concerning the actual specifications are to be forwarded by email to Eric Dhuse at edhuse@yorkville.il.us not less than ten (10) business days prior to the scheduled closing date.

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

The City Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

No informal communication shall occur regarding this RFP, including requests for information, or speculation between Offeror's or any of their individual members and any City elected official, employee or independently contracted employees or consultants. Failure to comply with this provision may result in offeror's proposal being removed from consideration

Any cost incurred by the Offeror in preparation, transmittal, or presentation of any information or material submitted in response to the RFP, shall be borne solely by the Offeror.

General Overview

The City of Yorkville (herein called the "City") is seeking a professional management company (herein called the "Contractor") to perform high quality management services for their SSA areas: Fox Hill and Sunflower Estates subdivisions beginning on the later of the execution of a contract agreement or June 1, 2017 . The subdivisions site maps are attached. Fox Hill is located West of Route 47 on Route 34 and Sunflower Estates is located North of Route 71 on the West side of Route 47.

The nature of the service requested is a professional management company to manage the daily operations of the SSA areas of Fox Hill and Sunflower Estates to ensure a quality product for the residents of these said subdivisions.

The City is governed by a Mayor and eight elected Alderman. The appointed City Administrator is responsible for day-to-day operations. Departments include Administration, Finance, Community Development, Building Safety and Zoning, Public Works, Engineer, Police, and Parks and Recreation. Budgeted expenditures are \$33,275,572, including General Fund expenditures of \$14,803,097. Yorkville has 168 full-time equivalent employees.

Pre-Bid Conference

There will be an optional pre-bid conference at the City Hall beginning at 10:00 a.m. on May 12, 2017, at which time staff will answer proposal questions. The City will offer site tours immediately following the pre-bid conference on May 12, 2017. Contractor's representatives are encouraged to inspect the subdivision areas prior to this conference to have questions available that will help them provide a comprehensive bid under this proposal.

Bid Specifications

1. Bid preparation – follow a formal bid process to prepare a Request for Proposal (RFP). RFP's for the SSA can include but not be limited to trail maintenance (sealcoating and/or patching), pond naturalization, landscape maintenance, and entry sign monuments. Bid preparation of RFP documents include but is not limited to advertise in the local newspapers, answer bid questions, distribute addendums if necessary, hold bidder's meetings for questions, collect and open bids, prepare bid tabulation sheets, mail bid tabulation sheets to all bidders and meet with winning contractor to go over the specifications to make sure that all

aspects of the contract are agreed upon. The City has the final approval on all contracts.

2. Preparing a budget for the SSA areas - complete a budget estimate for both SSA areas. This can include multiyear planning to pay for large projects such as pond naturalization and trail patching and sealing.
3. Resident calls – become the point of contact for the residents of Fox Hill and Sunflower Estates subdivisions. Handle all daily calls from residents.
4. Contractor interaction – interact with the landscape contractor on a weekly basis by email, phone or text
5. Maintain records of weekly reports at company’s location for review, if necessary
6. Service level oversight – weekly drive through each SSA area and assess the quality of work that the contractor is providing, look for possible problems (weeds, lack of mulch, trees that need trimming, sign maintenance, etc.) and provide a bi-weekly report to the city.
7. Meet with the Director of Public Works quarterly to discuss issues and upcoming projects.
8. Manage special projects – special projects can include but not be limited to monument sign maintenance, trail patching and/or sealcoating and pond naturalization.

UNITED CITY OF YORKVILLE, ILLINOIS SPECIAL CONDITIONS

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

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

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

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

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

2. *Basis of Payment:* The City shall make monthly payments for services performed under this contract, pending receipt of the contractor's correct monthly invoice.

3. *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, if required.

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

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

The Contractor shall be liable for any excess costs for such similar supplies or service unless acceptable evidence is submitted to the United City of Yorkville that failure to

perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor.

UNITED CITY OF YORKVILLE, ILLINOIS GENERAL CONDITIONS

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

1. **Forms** – All proposals must be submitted on the forms provided, complete with all blank spaces filled in and properly signed in ink in the proper spaces. All proposal forms and Proposal packets are available online at www.yorkville.il.us or at the United City of Yorkville city hall which is located at 800 Game Farm Rd., Yorkville, Illinois and when completed delivered to the same Office prior to the proposal closing date and time. Persons submitting proposals may attach separate sheets for the purpose of explanation, exception, or alternative proposal and to cover required unit prices.
2. **Submittal of Proposal** – Proposals must be submitted to the attention of the Purchasing Manager of the United City of Yorkville.
3. **Examination of Proposal Forms, Specifications, and Site** – The person submitting the proposal shall carefully examine the proposal forms which may include the request for proposal, instruction to Persons submitting proposals, general conditions, special conditions, plans, specifications, proposal form, bond, and any addenda to them, and sites of the proposed work (when known) before submitting the proposal. The person submitting the proposal shall verify all measurements relative to the work, shall be responsible for the correctness of same. The person submitting the proposal will examine the site and the premises and satisfy themselves as to the existing conditions under which the person submitting the proposal will be obligated to operate. Failure of the person submitting the proposal to notify the City, in writing, of any condition(s) or measurement(s) making it impossible to carry out the work as shown and specified, will be construed as meaning no such conditions exist and no additional moneys will be added to the contract.

The submission of the proposal shall be considered conclusive evidence that the person submitting the proposal has investigated and is satisfied as to all conditions

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

4. **Scope of Work** – The person submitting the proposal shall supply all required supervision, skilled labor, transportation, new materials, apparatus, and tools necessary for the entire and proper completion of the work. This work shall be completed to the satisfaction of the City.
5. **Completeness** – All information required by the Request for Proposal must be supplied to constitute a responsive proposal. The Person submitting the proposal shall include the completed Proposal Sheet. The City will strictly hold the person submitting the proposal to the terms of the proposal. The proposal must be executed by a person having the legal right and authority to bind the person submitting the proposal.
6. **Error in Proposals** – When an error is made in extending total prices, the unit proposal price and/or written words shall govern. Otherwise, the person submitting the proposal is not relieved from errors in proposal preparation. Erasures in proposals must be explained over signature of person submitting the proposal.
7. **Withdrawal of Proposals** – A written request for the withdrawal of a proposal or any part thereof may be granted if the request is received by the Director of Parks and Recreation prior to the Closing Date.
8. **Person submitting the proposal Interested in More than One Proposal** – Unless otherwise specified, if more than one proposal is offered by any one party, by or in the name of his or their agent, partner, or other persons, all such proposals may be rejected. A party who has quoted prices on work, materials, or supplies to other Persons submitting proposals is not thereby disqualified from quoting prices to other Persons submitting proposals or from submitting a proposal directly for the work, materials, or supplies.
9. **Person submitting the proposal's qualifications** – No award will be made to any person submitting the proposal who cannot satisfy to the City that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The City's decision or judgment on these matters shall be final and binding. The City may make such investigations as it deems necessary. The person submitting the proposal shall furnish to the City all information and data the City may request for the purpose of investigation.

10. **Proposal Award for All or Part** – Unless otherwise specified, proposals shall be submitted for all of the work or items for which proposals are requested. The City reserves the right to make award on all items, or any of the items, according to the best interests of the City.
11. **Price** – Management fees will be a flat monthly rate for all work described in the Specifications as noted above. The City is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation and Use Tax and Federal Excise Tax. The City will supply the successful person submitting the proposal with its tax exemption number.
12. **Consideration of Proposal** – No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or had failed to perform faithfully any previous contract with the City.

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

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

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

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

Department of Labor web site at www.state.il.us/agency/idol or by calling the United City of Yorkville at 630-553-4350.

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.

16. **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.
17. **Equal Employment Opportunity** – During the performance of the contract and/or supplying of materials, equipment, and suppliers, person submitting the proposal must be in full compliance with all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal opportunity requirements.
18. **Contract Alterations** – No amendment of a contract shall be valid unless made in writing and signed by the City Administrator or his authorized agent.
19. **Notices** – All notices required by the contract shall be given in writing.
20. **Nonassignability** – The Contractor shall not assign the contract, or any part thereof, to any other person, firm, or corporation without the previous written consent of the City Administrator. Such assignment shall not relieve the Contractor from his obligations, or change the terms of the contract.
21. **Indemnity** – To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the City, its officials, agents, and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost, and expenses, which may in anywise accrue against the City, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may anywise result therefore, except that arising out of the sole legal cause of the City, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be

rendered against the City, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

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

22. **Insurance** – In submission of a proposal, the person submitting the proposal is certifying that he has all insurance coverages required by law or would normally be expected for person submitting the proposal's type of business. Commercial General Liability Insurance: Contractor shall provide commercial general liability insurance policy that includes products, operations and completed operations (with no exclusion for sexual abuse or molestation). Limits should be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000: Personal & advertising injury limit of \$1,000,000 per occurrence: General aggregate limit of \$2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of \$2,000,000. The policy shall name the City as an additional insured. Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the City. Such coverage shall contain a broad form contractual liability endorsement or similar wording within the policy form.
23. **Default** – The City may terminate a contract by written notice of default to the Contractor if:
- a. The Contractor fails to make delivery of the materials or perform the services within the time specified in the proposal, or
 - b. fails to make progress so as to endanger performance of the contract, or
 - c. fails to provide or maintain in full force and effect, the liability and indemnification coverages or performance bond as required.

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

24. **Inspection** – The City shall have a right to inspect, by its authorized representative, any material, components, or workmanship as herein specified. Materials, components, or workmanship that has been rejected by the authorized representative as not in accordance with the terms of the specifications shall be replaced by the Contractor at no cost to the City.

25. **Supplementary Conditions** – Wherever special conditions are written into the specifications or supplementary conditions which are in conflict with conditions stated in these Instructions to Person submitting the proposal, the conditions stated in the specifications or supplementary conditions shall take precedence.
26. **Permits and Licenses** – The successful person submitting the proposal and their subcontractor(s) shall obtain, at their own expense, all permits and licenses which may be required to complete the contract. Fees for all City permits and licenses shall be waived.
27. **Person submitting the proposal's Certification** – - In compliance with the Illinois State Law that requires each person submitting the proposal to file a certification regarding proposal rigging and proposal rotating and that it is not delinquent in its taxes.
28. **Change Orders** – After the contract award, changes in or additions to the work and/or a change in the amount of money to be paid to the person submitting the proposal must be the result of an approved change order first ordered by the Director of the lead department and approved by the City Administrator and/ or City Council.
29. **Time of Completion** – The successful person submitting the proposal shall completely perform its proposal in strict accordance with its terms and conditions within the number of consecutive calendar days after notification of award of the contract as stated in the proposal proposal.
30. **Payment** – Payment will be made within sixty (60) days after acceptance of a correct invoice for the work as covered within the contract documents.
31. **Guarantees and Warranties** – All guarantees and warranties required shall be furnished by the successful person submitting the proposal and shall be delivered to the City before final payment on the contract is issued.
32. **Waiver of Lien** – where applicable a waiver of lien and contractor's affidavit must be submitted by the successful person submitting the proposal, verifying that all subcontractors and material invoices have been paid prior to the City approving final payment.

Notes to Design and Proposal:

I, MICHAEL BAUM, do represent that I am (title) PRESIDENT of (company) BAUM PROPERTY MANAGEMENT and that the attached submittal complies in all respects with the safety and accessibility standards as set forth in this request for proposals either by inclusion or by reference. **Please attach required submittals and any additional supporting information.**

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

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

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

	<u>YES</u>	<u>NO</u>
Will you be utilizing a subcontractor?	_____	_____ <input checked="" type="checkbox"/>
If yes, have you included all required Information with your proposal submittal?	_____ <input checked="" type="checkbox"/>	_____

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

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


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

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

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

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

BAUM Property Management
Firm Name

 Baum, President
Signed Name and Title

540 W. Galena Blvd
Street Address

Michael Baum, President
Print Name and Title

Aurora IL 60506
City State Zip

Mike@baumprop.com
E-mail Address

Mike Baum - Direct = 630 270-1825 630 897-2440
Phone Number Fax Number

5/24/17
Date

BID PROPOSAL FORM
ONE ORIGINAL BID SHALL BE SUBMITTED

To: United City of Yorkville
800 Game Farm Rd
Yorkville, IL 60560
(Hereinafter called Owner)

From: BAUM Property Management
Company

540 W. GALENA BLVD
Address

AURORA IL 60506
City State Zip

MAN 630 897-0500
Phone # Email

Total Amount of Bid Lump Sum: \$5,400/yr

Exceptions or Deviations: _____

The undersigned hereby acknowledges having received a full set of the Specifications listed in the RFP Documents and Addenda Nos. ____ (None unless indicated).

DATE OF BID 5/24/17

NAME OF COMPANY BAUM Property Management

BIDDER NAME Michael Baum
(Printed Authorized Name) (Authorized Signature)

540 W. GALENA AURORA IL 60506
ADDRESS CITY STATE ZIP

630 270-1825 (Direct) Mike@BAUMprop.com
PHONE EMAIL

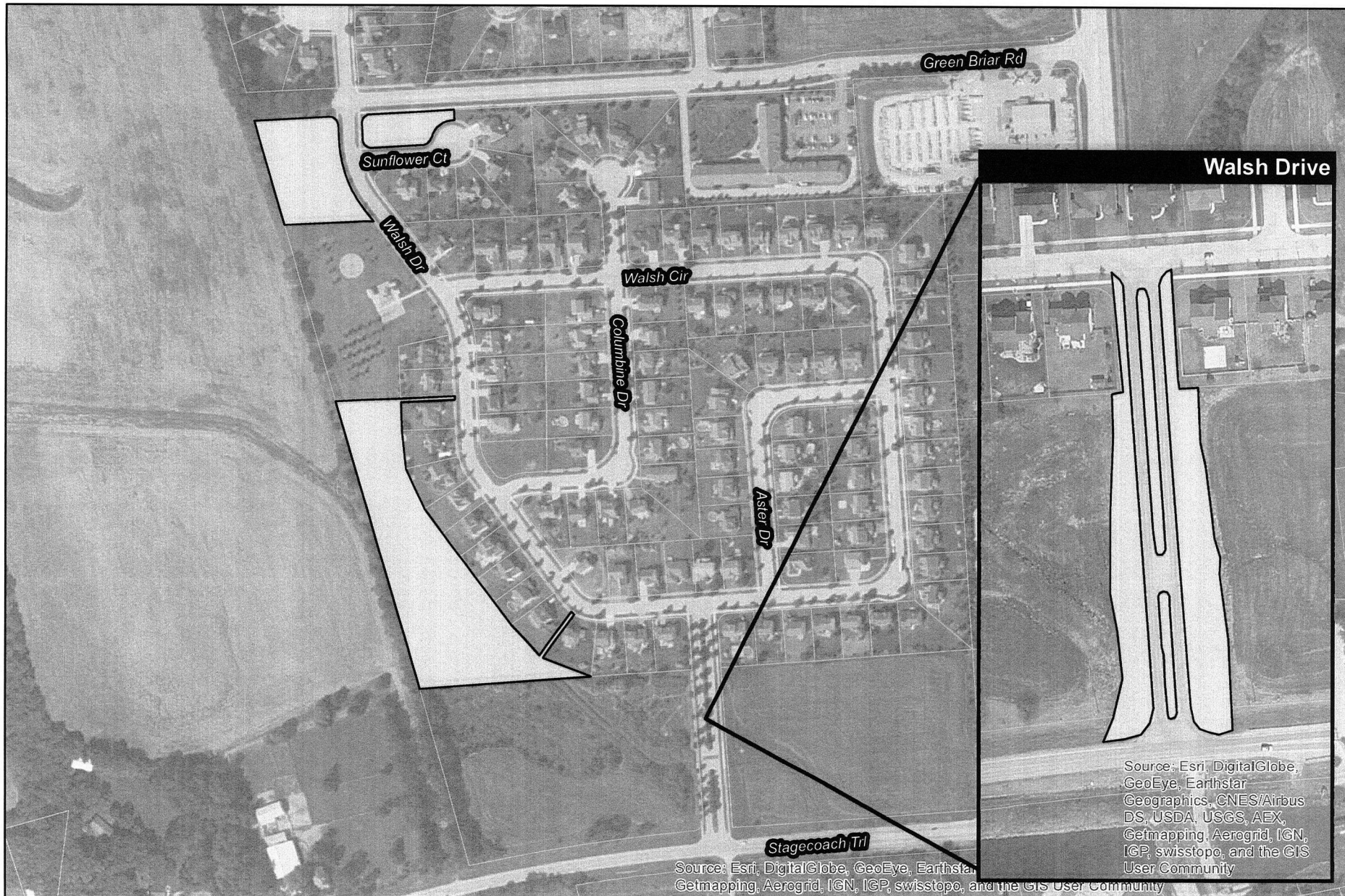
AGREEMENT: The bidder, in submitting this proposal, affirms to have read and hereby agrees to comply with all provisions and requirements of the specifications and agreement documents attached hereto. This proposal shall remain in force and effect for a 60 day period from the date that bids are due.



Fox Hill SSA Mowing and Maintenance Areas

United City of Yorkville, Illinois
Yorkville GIS 2017





Sunflower Estates SSA Mowing and Maintenance Areas





Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #2

Tracking Number

PW 2017-44

Agenda Item Summary Memo

Title: Go For It Sports – Grant of Easement

Meeting and Date: Public Works Committee – June 20, 2017

Synopsis: Consideration of Easement Acceptance

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: Consideration of Acceptance.

Submitted by: _____ **Brad Sanderson** _____ **Engineering**
Name Department

Agenda Item Notes:



Memorandum

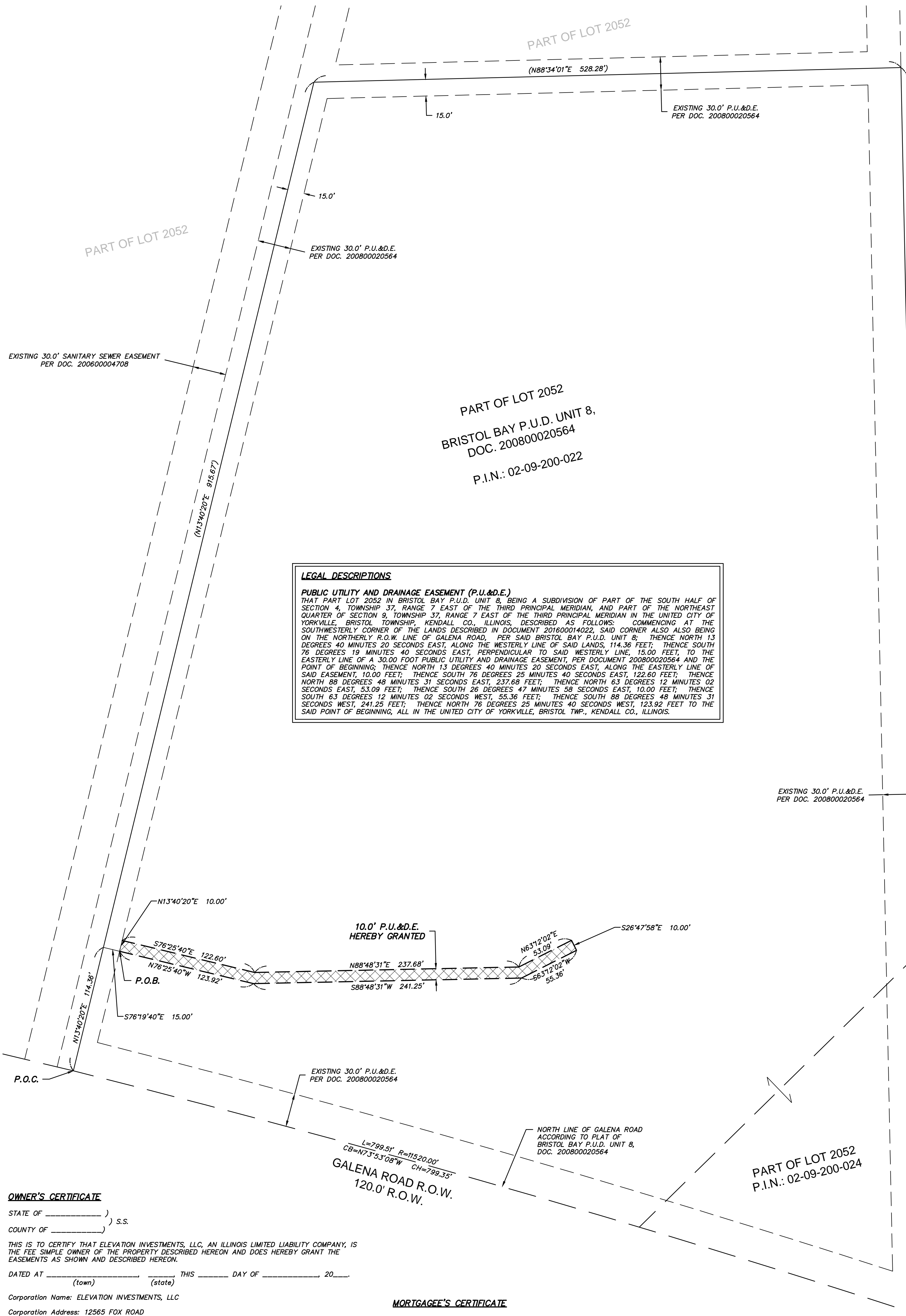
To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Kathy Field-Orr, City Attorney
Lisa Pickering, Deputy City Clerk
Date: May 22, 2017
Subject: Go for It Sports – Grant of Easement

Attached find one copy of a proposed grant of easement for public utility and drainage purposes at the new Go for It Sports development. The easement is necessary as part of the site development.

We recommend accepting the proposed easement.

PLAT OF EASEMENT

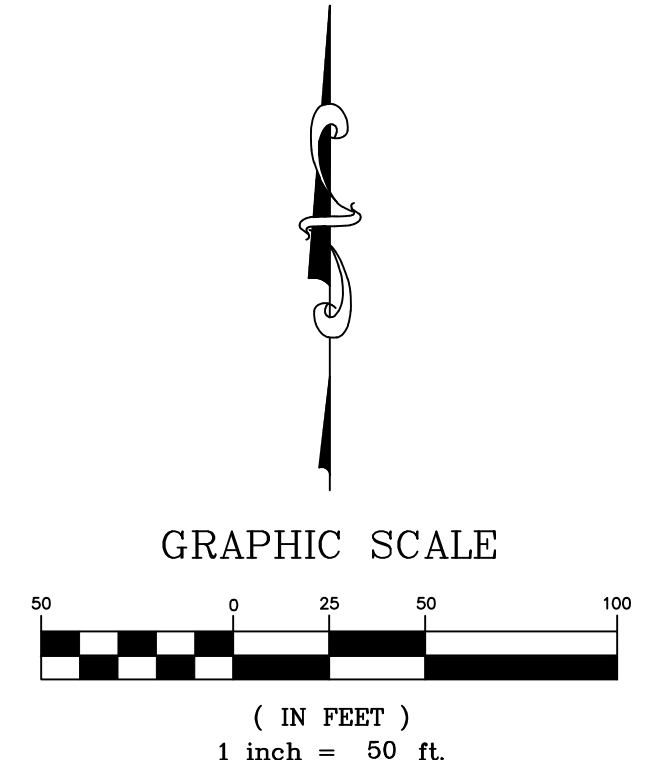
OF PART OF LOT 2052 IN BRISTOL BAY P.U.D. UNIT 8,
BEING A SUBDIVISION OF PART OF THE S 1/2 OF SEC 4-37-7, AND PART OF THE NE 1/4 OF SECTION 9-37-7,
IN THE UNITED CITY OF YORKVILLE, BRISTOL TWP., KENDALL CO., ILLINOIS



LEGAL DESCRIPTIONS

PUBLIC UTILITY AND DRAINAGE EASEMENT (P.U.&D.E.)
 THAT PART LOT 2052 IN BRISTOL BAY P.U.D. UNIT 8, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 4, TOWNSHIP 37, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 37, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE UNITED CITY OF YORKVILLE, BRISTOL TOWNSHIP, KENDALL CO., ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWESTERLY CORNER OF THE LANDS DESCRIBED IN DOCUMENT 201600014022, SAID CORNER ALSO BEING ON THE NORTHERLY R.O.W. LINE OF GALENA ROAD, PER SAID BRISTOL BAY P.U.D. UNIT 8; THENCE NORTH 13 DEGREES 40 MINUTES 20 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LANDS, 114.36 FEET; THENCE SOUTH 76 DEGREES 19 MINUTES 40 SECONDS EAST, PERPENDICULAR TO SAID WESTERLY LINE, 15.00 FEET; TO THE EASTERLY LINE OF A 30.00 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT, PER DOCUMENT 200800020564 AND THE POINT OF BEGINNING; THENCE NORTH 13 DEGREES 40 MINUTES 20 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID EASEMENT, 10.00 FEET; THENCE SOUTH 76 DEGREES 25 MINUTES 40 SECONDS EAST, 122.60 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 31 SECONDS EAST, 237.68 FEET; THENCE NORTH 63 DEGREES 12 MINUTES 02 SECONDS EAST, 53.09 FEET; THENCE SOUTH 26 DEGREES 47 MINUTES 58 SECONDS EAST, 10.00 FEET; THENCE SOUTH 63 DEGREES 12 MINUTES 02 SECONDS WEST, 55.36 FEET; THENCE SOUTH 88 DEGREES 48 MINUTES 31 SECONDS WEST, 241.25 FEET; THENCE NORTH 76 DEGREES 25 MINUTES 40 SECONDS WEST, 123.92 FEET TO THE SAID POINT OF BEGINNING, ALL IN THE UNITED CITY OF YORKVILLE, BRISTOL TWP., KENDALL CO., ILLINOIS.

COUNTY RECORDER
 STATE OF ILLINOIS)
 COUNTY OF KENDALL) S.S.
 THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE
 RECORDER'S OFFICE OF KENDALL COUNTY AFORESAID ON THE _____ DAY OF
 _____ 20__ AT _____ O'CLOCK _____ M. IN THE BOOK
 _____ OF PLATS OF PAGE _____
 KENDALL COUNTY RECORDER



MISCELLANEOUS NOTES:

- ANNOTATION ABBREVIATIONS
 R.O.W. = RIGHT-OF-WAY
 P.O.C. = POINT OF COMMENCEMENT
 P.O.B. = POINT OF BEGINNING
 P.U.&D.E. = PUBLIC UTILITY AND DRAINAGE EASEMENT
 S.M.E. = STORMWATER MANAGEMENT EASEMENT
- BOUNDARY LINES AND RIGHT-OF-WAY LINES ARE SHOWN HEREON BASED UPON THE ALTA/ACSM LAND TITLE SURVEY BY ENGINEERING ENTERPRISES, INC., DATED JULY 20, 2016 AND AS DESCRIBED PER DOCUMENT 200600004708.
- EASEMENT AREAS
 P.U.&D.E.: 4,170± SQ.FT. OR 0.096± AC.

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS
 A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO SBC AMERITECH, NICOR, COM ED, JONES INTERCABLE, OTHER PUBLIC UTILITIES, AND HOLDERS OF EXISTING FRANCHISES GRANTED BY THE CITY OF YORKVILLE, ILLINOIS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS WITHIN THE AREAS SHOWN ON THE PLAT AS PUBLIC UTILITY & DRAINAGE EASEMENT (abbreviated P.U. & D.E.) TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE, INSPECT, MAINTAIN AND OPERATE UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND LINES UNDER THE SURFACE OF THE "PUBLIC UTILITY & DRAINAGE EASEMENT", INCLUDING WITHOUT LIMITATION TO TELEPHONE CABLE, GAS MAINS, ELECTRIC LINES, CABLE TELEVISION LINES, AND ALL NECESSARY FACILITIES APPURTENANT THERETO, TOGETHER WITH THE RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES AND TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS THEREON.

A NON-EXCLUSIVE EASEMENT IS ALSO HEREBY RESERVED FOR AND GRANTED TO THE UNITED CITY OF YORKVILLE, ILLINOIS TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE AND INSPECT FACILITIES FOR THE TRANSMISSION AND DISTRIBUTION OF WATER, STORM SEWERS, SANITARY SEWERS AND ELECTRICITY, WITHIN THE AREAS SHOWN ON THE PLAT AS PUBLIC UTILITY & DRAINAGE EASEMENT, TOGETHER WITH A RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES.

THE ABOVE NAMED ENTITIES ARE HEREBY GRANTED THE RIGHT TO ENTER UPON EASEMENTS HEREBY DESCRIBED FOR THE USES HEREIN SET FORTH AND THE RIGHT TO CUT, TRIM, OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS WITHIN THE AREAS DESIGNATED AS "PUBLIC UTILITY AND DRAINAGE EASEMENT" WHICH INTERFERE WITH THE CONSTRUCTION, INSTALLATION, RECONSTRUCTION, REPAIR, REMOVAL, REPLACEMENT, MAINTENANCE AND OPERATION OF THEIR UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO. NO PERMANENT BUILDINGS, STRUCTURES OR OBSTRUCTIONS SHALL BE CONSTRUCTED IN, UPON, OR OVER ANY AREAS DESIGNATED AS "PUBLIC UTILITY & DRAINAGE EASEMENT", BUT SUCH AREAS MAY BE USED FOR GARDENS, SHRUBS, TREES, LANDSCAPING, DRIVEWAYS, AND OTHER RELATED PURPOSES THAT DO NOT UNREASONABLY INTERFERE WITH THE USES HEREIN DESCRIBED.

THE OCCUPATION AND USE OF THE NON-EXCLUSIVE EASEMENT HEREBY GRANTED AND RESERVED FOR THE ABOVE NAMED ENTITIES BY EACH OF SUCH ENTITIES SHALL BE DONE IN SUCH A MANNER SO AS NOT TO INTERFERE WITH OR PRECLUDE THE OCCUPATION AND USE THEREOF BY OTHER ENTITIES FOR WHICH SUCH EASEMENTS ARE GRANTED AND RESERVED. THE CROSSING AND RE-CROSSING OF SAID EASEMENTS BY THE ABOVE NAMED ENTITIES SHALL BE DONE IN SUCH A MANNER SO AS NOT TO INTERFERE WITH, DAMAGE, OR DISTURB ANY TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO EXISTING WITHIN THE EASEMENTS BEING CROSSED OR RE-CROSSED. NO USE OR OCCUPATION OF SAID EASEMENTS BY THE ABOVE NAMED ENTITIES SHALL CAUSE ANY CHANGE IN GRADE OR IMPAIR OR CHANGE THE SURFACE DRAINAGE PATTERNS.

FOLLOWING ANY WORK TO BE PERFORMED BY THE UNITED CITY OF YORKVILLE IN THE EXERCISE OF ITS EASEMENT RIGHTS HEREBY GRANTED, SAID CITY SHALL HAVE NO OBLIGATION WITH RESPECT TO SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO, THE RESTORATION, REPAIR OR REPLACEMENT OF PAVEMENT, CURB, GUTTERS, TREES, LAWN OR SHRUBBERY, PROVIDED, HOWEVER, THAT SAID CITY SHALL BE OBLIGATED, FOLLOWING SUCH MAINTENANCE WORK, TO BACKFILL AND MOUND ALL TRENCH CREATED SO AS TO RETAIN SUITABLE DRAINAGE, TO COLD PATCH ANY ASPHALT OR CONCRETE SURFACE, TO REMOVE ALL EXCESS DEBRIS AND SPILL, AND TO LEAVE THE MAINTENANCE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.

OWNER'S CERTIFICATE
 STATE OF _____)
 COUNTY OF _____) S.S.

THIS IS TO CERTIFY THAT ELEVATION INVESTMENTS, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, IS THE FEE SIMPLE OWNER OF THE PROPERTY DESCRIBED HEREON AND DOES HEREBY GRANT THE EASEMENTS AS SHOWN AND DESCRIBED HEREON.

DATED AT _____ (town) _____ (state) THIS _____ DAY OF _____, 20____
 Corporation Name: ELEVATION INVESTMENTS, LLC
 Corporation Address: 12565 FOX ROAD, YORKVILLE, IL 60560

BY: _____ Attest: _____
 Printed name: _____ Printed name: _____
 Title: _____ Title: _____

NOTARY CERTIFICATE
 STATE OF _____)
 COUNTY OF _____) S.S.

I, _____ A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____ PERSONALLY KNOWN TO ME TO BE THE _____ AND _____ OF ELEVATION 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 THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____
 NOTARY PUBLIC

NOTES:
 * This map was created for use as an Plat of Easement.
 * This map is not to be used for any construction or staking purposes without consent from a proper agent of HR Green, Inc.
 * This IS NOT a Plat of Survey. No assumptions or agreements as to ownership, use, or possession can be conveyed from this document.
 * No underground improvements have been located unless shown and noted.
 * No distance should be assumed by scaling.
 * This map is void without original embossed or red colored seal and signature affixed.
 5/9/2017 12:01:58 PM
 J:\2016\88160100\Survey\Dwgs\POE-88160100-PUDE.dwg

MORTGAGEE'S CERTIFICATE
 STATE OF ILLINOIS)
 COUNTY OF _____) S.S.

_____, HOLDER OF A MORTGAGE ON THE PROPERTY DESCRIBED HEREIN, HEREBY CONSENTS TO THE EXECUTION AND RECORDING OF THE ABOVE AND FOREGOING PLAT OF EASEMENT AND HEREBY SUBMITS ITS MORTGAGE RECORDED _____ AS DOCUMENT NUMBER _____ IN THE OFFICE OF THE RECORDER OF DEEDS, _____ COUNTY, ILLINOIS, TO ALL OF THE PROVISIONS THEREOF.

IN WITNESS WHEREOF, THE SAID _____ HAS CAUSED THIS INSTRUMENT TO BE SIGNED BY ITS DULY AUTHORIZED OFFICERS ON ITS BEHALF AT _____, THIS _____ DAY OF _____, 20____.

BY: _____ ATTEST: _____

NOTARY CERTIFICATE
 STATE OF ILLINOIS)
 COUNTY OF _____) S.S.

I, _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, A.D., 20____
 NOTARY PUBLIC

CITY COUNCIL CERTIFICATE
 STATE OF ILLINOIS)
 COUNTY OF KENDALL) S.S.

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE, ILLINOIS THIS _____ DAY OF _____, 20____
 MAYOR

SURVEYOR'S CERTIFICATION
 STATE OF ILLINOIS)
 COUNTY OF KENDALL) S.S.

I, BERNARD J. BAUER, ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 3799, DO HEREBY CERTIFY THAT THE PLAT OF EASEMENT HEREON DRAWN WAS PREPARED USING PREVIOUS SURVEY INFORMATION AND MAPS, PLATS AND OTHER INSTRUMENTS OF RECORD FOR THE USES AND PURPOSES HEREIN SET FORTH, OF THE HEREON DESCRIBED PROPERTY.

DATED AT YORKVILLE, KENDALL COUNTY, ILLINOIS THIS _____ TH DAY OF _____, 2017.
FOR REVIEW
 BERNARD J. BAUER (BBAUER@HROREEN.COM)
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3799
 LICENSE EXPIRATION DATE: 11/30/2018



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #3

Tracking Number

PW 2017-45

Agenda Item Summary Memo

Title: Raintree Village – Units 4, 5 and 6

Meeting and Date: Public Works Committee – June 20, 2017

Synopsis: Consideration of Encap proposal

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

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, Deputy City Clerk

Date: May 19, 2017
Subject: Raintree Village Units 4, 5 & 6 – Basin Maintenance

A quote from Encap was received to perform on-going maintenance work at the storm water management basins located with Units 4, 5 and 6. Encap performed initial maintenance work in 2014/2015 as part of the completion of improvements. No work was performed in 2016.

Sufficient funds remain in the subdivision completion budget to perform this work.

We did not solicit formal bids for this work for the following reasons:

- Encap is currently working for the homeowner's association in maintaining the basins in Units 1, 2 and 3 of the subdivision.
- Encap has a familiarity with the basins located in Units 4, 5 and 6.
- Encap has performed similar type of work for the City recently.

We recommend acceptance of the proposal from Encap, Inc. in the amount of \$41,650.00. If you have any questions or require additional information, please let us know.



2585 Wagner Ct.
DeKalb, IL 60115
Phone: 815.748.4500
Fax: 815.748.4255
www.encapinc.net

PROPOSAL NO. 17-0109C
Revised 03.09.2017

March 9, 2017

United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560
c/o
Brad Sanderson
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554
P: 630-466-6700 E:bsanderson@eeiweb.com

RE: 2017 Management- Rain Tree Village Basins F, G and H, Yorkville, Illinois

#	DESCRIPTION OF WORK	UNIT	# OF UNITS	UNIT COST	COST
1	Basin F 2017 Herbicide Applications	EA	3	\$2,300.00	\$6,900.00
2	Basin F 2017 Mowings	EA	2	\$2,225.00	\$4,450.00
Sub-Total Basin F					\$11,350.00
3	Basin G 2017 Herbicide Applications	EA	3	\$3,250.00	\$9,750.00
4	Basin G 2017 Mowings	EA	2	\$2,700.00	\$5,400.00
Sub-Total Basin G					\$15,150.00
5	Basin H 2017 Herbicide Applications	EA	3	\$3,250.00	\$9,750.00
6	Basin H 2017 Mowings	EA	2	\$2,700.00	\$5,400.00
Sub-Total Basin H					\$15,150.00
TOTAL					\$41,650.00

Costs include Kendall County Prevailing Wage Rates although nature of the work is 'Maintenance'
Payment Agreement

The United City of Yorkville, (hereinafter "Client") shall be solely liable for the timely payment of all amounts invoiced under this proposal. Invoices will be tendered by ENCAP, Inc. ("ENCAP") from time to time, but no more frequently than every two weeks, and shall be due and payable upon receipt. If Client objects to all or any portion of an invoice, Client shall nevertheless timely pay the undisputed amount of such invoice and promptly advise ENCAP in writing of the reasons for disputing any amount.

Client shall pay an additional charge of two (2) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by ENCAP more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payments shall first be applied to accrued interest and then to the unpaid principal amount.

If Client fails to pay invoiced amounts within thirty (30) calendar days of the date of the invoice, ENCAP may at any time, without waiving any other claim against Client and without incurring any liability to Client, suspend or terminate performance under this Agreement as long as any hazardous conditions created by ENCAP'S previously performed services are rendered non-hazardous to Clients employee's, agents and subcontractors, the general public, and the environment. Termination shall not relieve Client of its obligation to pay amounts incurred up to termination. ENCAP shall be entitled to recover any and all costs of collection associated with recovery of amounts due under this Payment Agreement, including but not limited to reasonable attorney's fees.

Client will indemnify and hold harmless ENCAP and its representatives, agents, employees, and successors and assigns from and against any and all claims, suits, actions, losses, penalties, fines, and damages of any nature whatsoever, and shall pay any reasonable attorney's fees, expert witnesses fees, and ENCAP fees, and court costs arising or resulting from (1) Client's breach of this Agreement; or (2) Client's negligence or intentional misconduct.

Client shall accept full responsibility for payment notwithstanding any other agreement with owner or other party, and in no event will any provision in a contract, agreement, or understanding which conditions Client's payment to ENCAP upon receipt of the payment from any other party relieve Client from responsibility for payment to ENCAP.

By: ENCAP, Inc.

By: United City of Yorkville

Jonathan Koepke

Date

Authorized Representative

Date

Budget **\$ 1,109,463.00**

Improvements by City

Stop Signs	\$ 2,300.00	See list. 23 each at \$100/each (per ED). (Note 2 of signs adjacent but outside limits of Units.)
Other Signs	\$ 1,600.00	See 2/25/14 ED E-mail. 16 each @ \$100/each.
Street Light Installation	\$ 225,000.00	Estimated. 45 each @ \$5000/each.
Street Light Repairs	\$ 7,500.00	Estimated
	\$ 236,400.00	Sub-total - Not completed

Improvements Completed by Contract
Engineering

Design	\$ 20,700.00	Final
Construction	\$ 76,686.26	03 L&E as of 12/29/15; PSA = \$82,734.00

Final Construction Cost - Hardin	\$ 656,196.81	Final
Encap - Ponds To Date	\$ 25,100.00	Final
Landscaping (Tree R & R)	\$ 51,190.00	Final
	\$ 829,873.07	Sub-total

Balance **\$ 43,189.93** As of 5/4/17



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #4

Tracking Number

PW 2017-46

Agenda Item Summary Memo

Title: Blackberry Woods – Completion of Improvements

Meeting and Date: Public Works Committee – June 20, 2017

Synopsis: Consideration of Encap proposal

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

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, Deputy City Clerk

Date: June 13, 2017
Subject: Blackberry Woods – Completion of Improvements

The purpose of this memo is to recommendations for the completion of the improvements within the Blackberry Woods (Phase A) development.

Background:

The City acquired funds from the developer to complete the outstanding public improvement work items in Phase A. All work is complete, except for the maintenance items related to the storm water management basins and clean-up of the park site. The planned public improvements in the park site have been completed (sidewalk and tree installation).

The City currently has approximately \$30,000 remaining to complete the work.

Questions Presented:

Should the City approve the agreement with Encap to perform work on the storm water basins?

Discussion:

In discussions with the Parks and Rec Department, they have agreed to address the clean-up of the park site. The clean-up basically consists of the removal of dead-wood from the park site. This park is not intended to be an active recreation site for some time.

An assessment by Encap and a quote to address the deficiencies in the basins is attached for your information. Basically, the six-foot wide buffer strip around the basins have not been properly established.

We are recommending the \$16,519.50 option for the Northeast basin and the \$15,355.60 option for the West basin for a total of \$31,875.10. The work also includes a three-year management of the planted areas for establishment of the native plantings.

In order to stay close to the remaining budget, we are not recommending the cattail management at this time.

Once the work is completed, we would then be recommending acceptance of the basins. After acceptance the HOA would be required to maintain moving forward.

We did not solicit formal bids for this work for the following reasons:

- Encap has a familiarity with the basins located in the development.
- Encap has performed similar type of work for the City recently.
- Encap has been the lowest cost provider of this type of work on recent projects.

Action Required:

Consideration of approval of the Encap Agreement.

April 20, 2017

City of Yorkville
c/o Brad Sanderson (EEI)
52 Wheeler Road
Sugar Grove, Illinois 60554

RE: Blackberry Woods Natural Areas Assessment and Proposal

Dear Mr. Sanderson,

ENCAP, Inc. has evaluated the two naturalized pond areas in the Blackberry Woods community located along Cannonball Trail and Carly Circle, Yorkville. The pond areas have not been managed in recent years and require restoration to perform intended water quality and habitat functions.

The basin slopes within both areas are not established properly, and have been impacted from regular mowing activity. Per the approved plans, an approximate 6 foot wide buffer strip consisting of native grasses and forbs should be established around the perimeter of both basins. This buffer provides critical ecological functions; namely soil stabilization, water filtration and retention. ENCAP proposes that the existing turf is eliminated from these areas using appropriate herbicide, and subsequently planted with a diverse native seed mix as well as stabilized with temporary erosion control blanket. The buffer areas will then require regular maintenance to deter the development of undesirable species until the native plants are allowed to establish. The establishment period typically takes 3 years, after which management efforts are reduced.

The basin shoreline and bottoms currently consist of Cattails (*Typha* spp.) and small instances of Common Reed (*Phragmites australis*). Common Reed is an aggressive invasive plant that should be actively managed during the recommended management program. The original plans for the pond areas call for cattail control within the basins. Cattails are a native, yet aggressive species that form dense colonies. The Cattails located within the Blackberry Woods basins are currently performing water quality functions that are desirable, and also providing wildlife habitat. While efforts can be made towards cattail control, effective management is on-going as the seeds are persistent for these species. It is likely that full cattail control will be cost prohibitive in the long-term. It is recommended, however, that outlet areas within the basins be maintained to be kept clear of cattail growth and debris as part of the recommended management program.

ENCAP, Inc. has provided a proposal corresponding with the recommendations listed herein (16-0321A, Revised 04.20.17). Should you have any questions regarding this information, or information in the proposal, please do not hesitate to contact me at sdedina@encapinc.net or (815) 748-4500.

Sincerely,



Samantha DeDina
Natural Areas Maintenance Superintendent/Ecologist
ENCAP, Inc.



2585 Wagner Ct.
DeKalb, IL 60115
Phone: 815.748.4500
Fax: 815.748.4255
www.encapinc.net

PROPOSAL NO. 16-0321A
Revised 4.20.17

April 20, 2017

The United City of Yorkville
c/o Brad Sanderson
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554
P: 630-466-6700 E: bsanderson@eeiweb.com

RE: Blackberry Woods Stormwater Management Facility, Yorkville, IL

#	DESCRIPTION OF WORK	UNIT	# OF UNITS	UNIT COST	COST
Northeast Basin					
1	Initial Herbicide Application to Buffer Area (0.25 AC)	LS	1	\$2,750.00	\$2,750.00
2	Native Wet-Mesic Prairie Buffer Seed Installation (0.25 AC)	LS	1	\$1,200.00	\$1,200.00
3	S-150 ECB Installation within Native Seeded Areas	SY	1210	\$2.95	\$3,569.50
4	Annual Management of Planted Areas	YEAR	3	\$3,000.00	\$9,000.00
Sub-Total Northeast Basin					\$16,519.50
Optional Cattail Control					
1	Herbicide Application to Cattails- Fall	LS	1	\$2,995.00	\$2,995.00
2	Cut and Burn/Remove Treated Cattail Material- Winter	LS	1	\$2,665.00	\$2,665.00
Sub-Total					\$5,660.00
West Basin					
2	Initial Herbicide Application to Buffer Area (0.20 AC)	LS	1	\$2,000.00	\$2,000.00
3	Native Wet-Mesic Prairie Buffer and Wetland Shelf Seed Installation (0.20 AC)	LS	1	\$1,500.00	\$1,500.00
4	S-150 ECB Installation within Native Seeded Areas	SY	968	\$2.95	\$2,855.60
5	Annual Management of Planted Areas	YEAR	3	\$3,000.00	\$9,000.00
Sub-Total West Basin					\$15,355.60
Optional Cattail Control					
1	Herbicide Application to Cattails	LS	1	\$4,015.00	\$4,015.00
2	Prescribed Burn of Pond Bottom	LS	1	\$5,350.00	\$5,350.00

Sub-Total	\$9,365.00
TOTAL	\$46,900.10

A \$250 charge will be applied for every entity added as "additional insured".

Proposal includes prevailing wage rates for Kendall County for all tasks.

Maintenance includes 3 selective herbicide/spot mowing treatments per year within the planted/seeded areas.

Payment Agreement

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By: ENCAP, Inc.

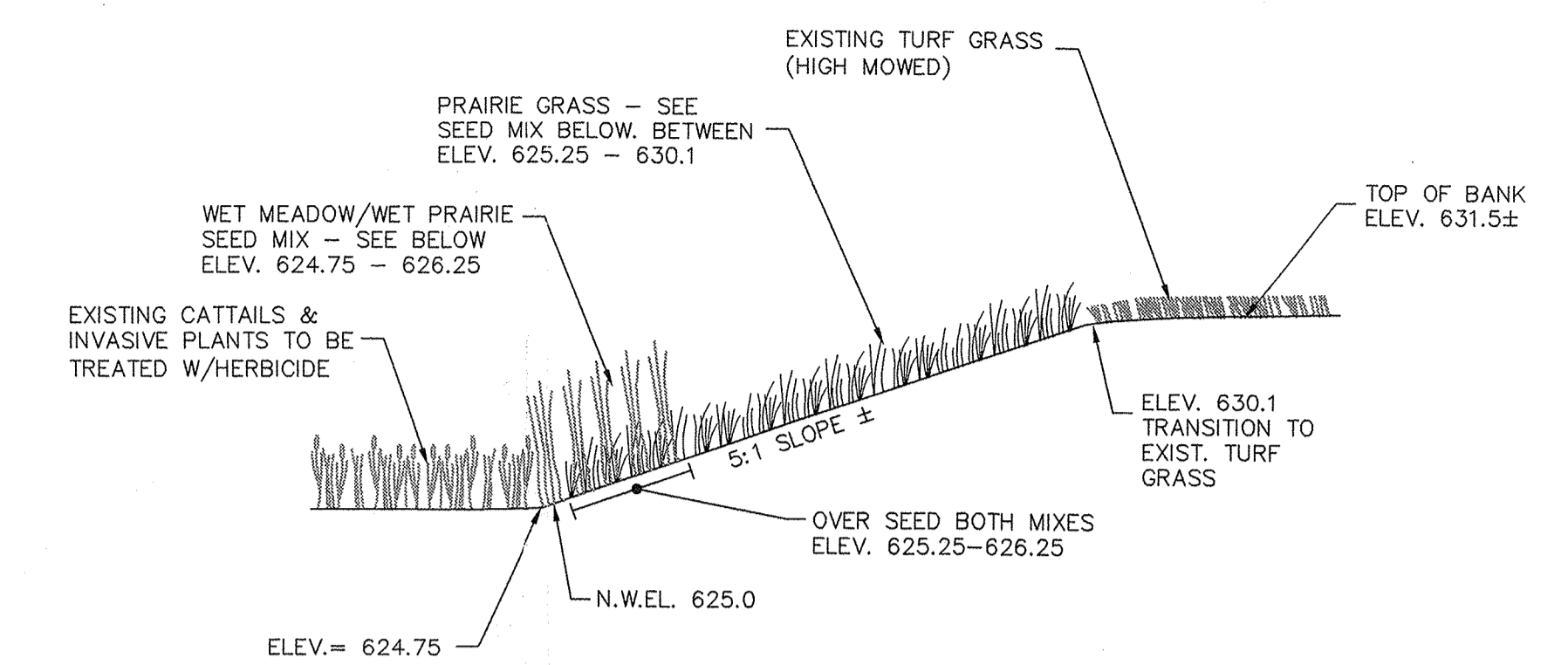
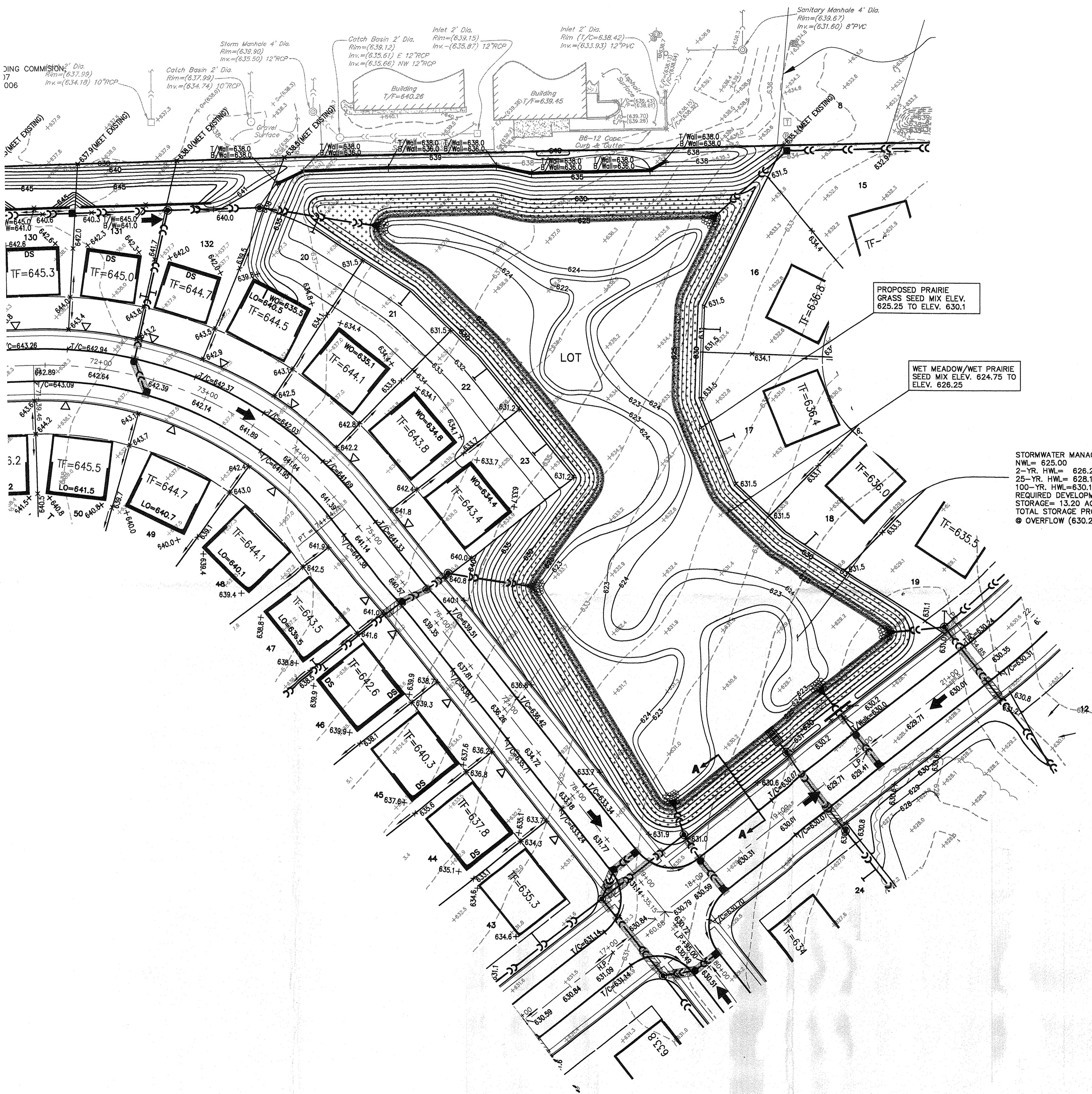
By: The United City of Yorkville

Jonathan Koepke

Date

Authorized Representative

Date



SECTION A-A
(N.T.S.)

STORMWATER MANAGEMENT FACILITY NO. 2
 NWL = 625.00
 2-YR. HWL = 626.26
 25-YR. HWL = 628.18
 100-YR. HWL = 630.11
 REQUIRED DEVELOPMENT STORAGE = 13.20 AC-FT
 TOTAL STORAGE PROVIDED
 @ OVERFLOW (630.2') = 13.50 AC-FT

Wet Meadow/Wet Prairie Seed Mix (elevation 624.75'-626.25')

	Latin Name	Common Name	Pls Ozs Per Ac
1	Agrostis Alba	Redtop (cover Crop)	32
2	Alisma Subcordatum	Mud Plantain	4
3	Asclepias Incarnata	Marsh Milkweed	1.25
4	Avena Sativa	Seed Oats (cover Crop)	512
5	Bohemaria Cylindrica	False Nettle	0.75
6	Carex Stipata	Common Fox Sedge	1.5
7	Carex Vulpinoidea	Brown Fox Sedge	10
8	Eleocharis Erythropoda	Red Rooted Spike Rush	2
9	Eleocharis Obtusa	Blunt Spike Rush	2
10	Helianthus Grosseserratus	Saw-tooth Sunflower	4
11	Iris Virginica	Southern Blue Flag Iris	8
12	Juncus Dudleyi	Dudley's Rush	6
13	Juncus Torreyi	Torrey's Rush	6
14	Penthorum Sedoides	Ditch Stonecrop	1.25
15	Polygonum Coccineum	Heartsease	3
16	Sagittaria Latifolia	Common Arrowhead	3
17	Scirpus Acutus	Hardstem Bulrush	8
18	Scirpus Atrovirens	Dark-green Bullrush	16
19	Scirpus Cyperinus	Wool Grass	8

Prairie Grass Seed Mix (Elevation 625.25-630.1)

	Latin Name	Common Name	Pls Ozs Per Ac
1	Andropogon Scoparius	Little Bluestem	32
2	Aster Laevis	Smooth Blue Aster	2
3	Baptisia Leucantha	Wild White Indigo	2
4	Avena Sativa	Oats (cover Crop)	512
5	Bouteloua Curtipendula	Side Oats Grama	32
6	Desmodium Canadense	Canada Tick Trefoil	2
7	Echinacea Pallida	Pale Purple Coneflower	4
8	Elymus Canadensis	Canada Wild Rye (cover Crop)	48
9	Elymus Virginicus	Virginia Wild Rye	16
10	Eryngium Yuccifolium	Rattlesnake Master	2
11	Helopsis Helianthoides	Early Sunflower	3
12	Koeleria Cristata	June Grass	1.5
13	Lespedeza Capitata	Round-headed Bush Clover	2
14	Monarda Fistulosa	Wild Bergamot	4
15	Panicum Virgatum	Switch Grass	16
16	Penstemon Digitalis	Smooth Penstemon	2
17	Dalea Purpurea	Purple Prairie Clover	2
18	Ratibida Pinnata	Yellow Coneflower	4
19	Rudbeckia Hirta	Black-eyed Susan	6
20	Silphium Integriifolium	Rosin Weed	2
21	Silphium Laciniatum	Compass Plant	2
22	Silphium Terebinthinaceum	Prairie Dock	2
23	Solidago Rigida	Stiff Goldenrod	3
24	Sorghastrum Nutans	Indian Grass	16
25	Sporobolus Heterolepis	Prairie Dropseed	3
26	Zizia Aurea	Golden Alexanders	2

PLOT FILE CREATED: 10/20/09 11:52 AM BY: ELSIE
 DRAWING PATH: R:\V\10000\Draw\10000\SWMF IMPROVEMENT.dwg

PREPARED FOR:
CRESTVIEW BUILDERS
 4431 WHITE ASH LANE
 NAPERVILLE, ILLINOIS 60564
 (630) 922-0511

PREPARED BY:
CEMCON, Ltd.
 Consulting Engineers, Land Surveyors & Planners
 2280 White Oak Circle, Suite 100
 Aurora, Illinois 60502-9675
 Ph: 630.862.2100 Fax: 630.862.2199
 E-Mail: cadd@cemcon.com Website: www.cemcon.com

REVISIONS					
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1	10-20-10/LAL	REVISED SEEDING PER REVIEW COMMENTS			

STORMWATER MANAGEMENT FACILITY IMPROVEMENT EXHIBIT

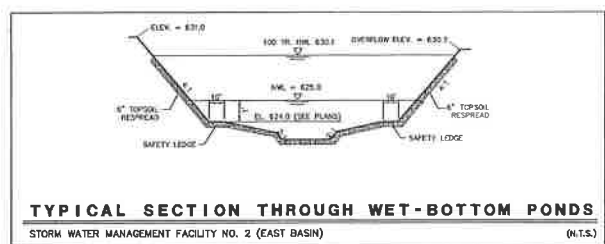
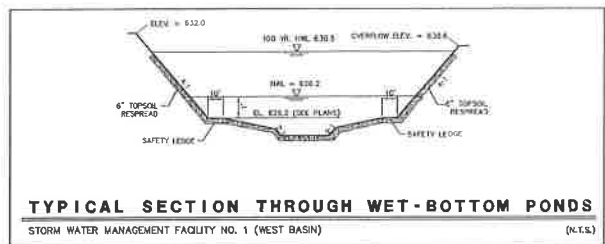
BLACKBERRY WOODS

FILE NAME: SWMF IMPROVEMENT	DSGN. BY: MJM	JOB NO.: 455065	FLD. BK./PG.: ---	SHEET NO. 1 of 1
DIR: 712002	DRN. BY: KMS	DATE: 08-04-10	SCALE: 1" = 50'	

TAB: SWMF IMPROVEMENT
 Copyright © 2010 Cemcon, Ltd. All rights reserved.



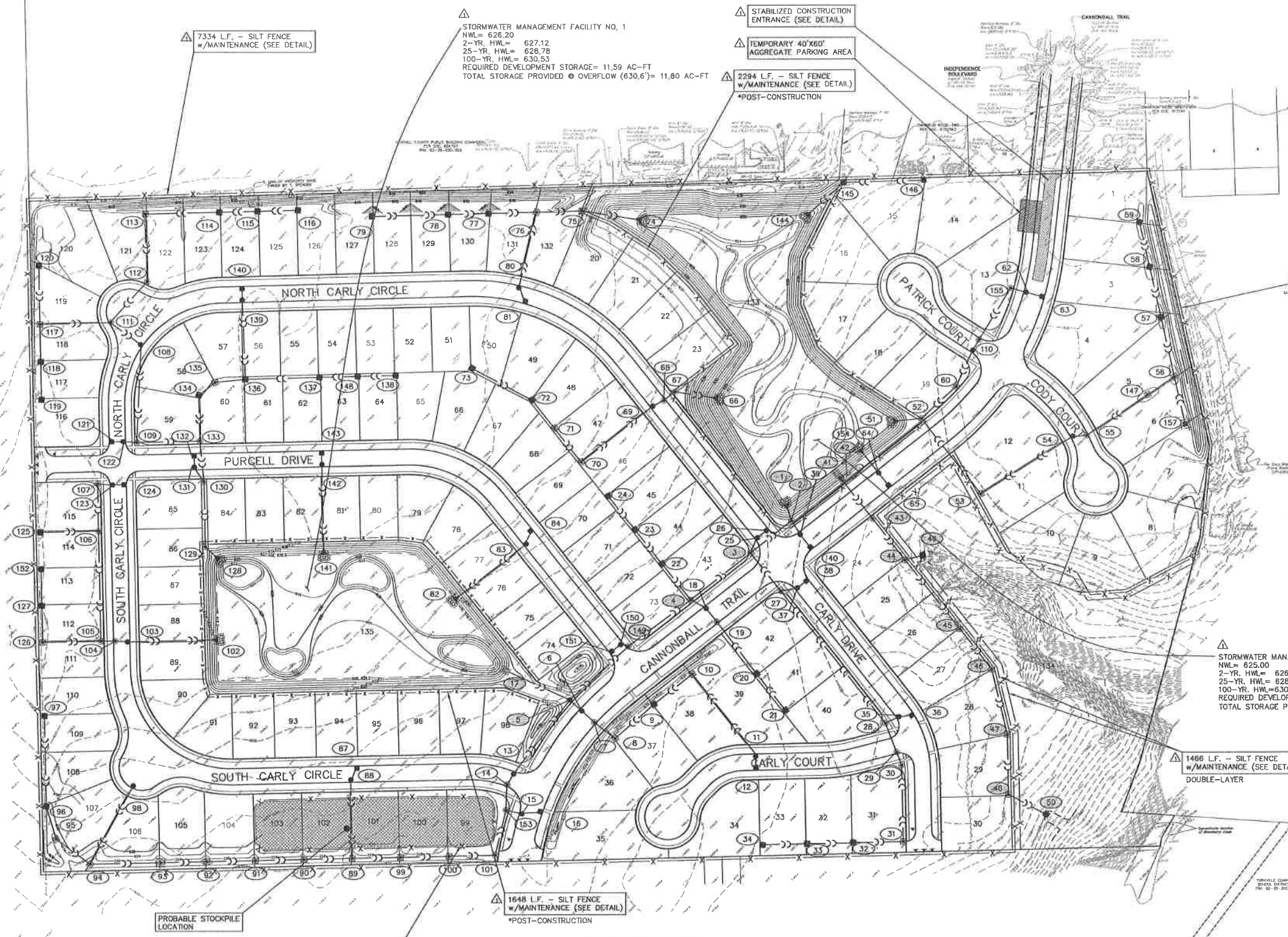
NOTE: PERIMETER SILT FENCE TO BE PLACED 1' INSIDE PROPERTY LINE. LINE WORK DEPICTING SILT FENCE ON THIS LAYOUT DOES NOT ACCURATELY DEPICT LAYOUT AND IS FOR INFORMATIONAL PURPOSES ONLY.



STORMWATER MANAGEMENT FACILITY NO. 2
 NWL = 625.00
 2-YR. HWL = 626.26
 25-YR. HWL = 628.18
 100-YR. HWL = 630.11
 REQUIRED DEVELOPMENT STORAGE = 13.20 AC-FT
 TOTAL STORAGE PROVIDED @ OVERFLOW (630.2') = 13.50 AC-FT

LEGEND

- | EXISTING | PROPOSED | DESCRIPTION |
|----------|----------|--|
| ○ | ● | MANHOLE |
| ○ | ■ | CATCH BASIN |
| ○ | □ | INLET |
| ○ | □ | SLOPE INLET BOX |
| ○ | □ | END SECTION |
| ○ | □ | STORM SEWER |
| ○ | □ | SILT FENCE INLET PROTECTOR |
| ○ | □ | SILT FENCE WITH MAINTENANCE |
| ○ | □ | SILT FENCE WITH MAINTENANCE (POST-CONSTRUCTION) |
| ○ | □ | PROBABLE TOPSOIL STOCKPILE LOCATIONS |
| ○ | ○ | NUMBERING SYSTEM USED ON PLANS FOR DRAINAGE STRUCTURE IDENTIFICATION |
| ○ | ○ | SILT FENCE DITCH CHECK |
| ○ | ○ | STORM STRUCTURES TO BE INSTALLED DURING MASS GRADING |



7334 L.F. - SILT FENCE w/MAINTENANCE (SEE DETAIL)

STORMWATER MANAGEMENT FACILITY NO. 1
 NWL = 626.20
 2-YR. HWL = 627.12
 25-YR. HWL = 628.78
 100-YR. HWL = 630.53
 REQUIRED DEVELOPMENT STORAGE = 11.59 AC-FT
 TOTAL STORAGE PROVIDED @ OVERFLOW (630.6') = 11.80 AC-FT

STABILIZED CONSTRUCTION ENTRANCE (SEE DETAIL)
 TEMPORARY 40'x60' AGGREGATE PARKING AREA
 2294 L.F. - SILT FENCE w/MAINTENANCE (SEE DETAIL) *POST-CONSTRUCTION

PROBABLE STOCKPILE LOCATION

1648 L.F. - SILT FENCE w/MAINTENANCE (SEE DETAIL) *POST-CONSTRUCTION

1000 L.F. - SILT FENCE w/MAINTENANCE (SEE DETAIL)

WATER CAMP APPROXIMATION OF DISTRICT 15 AND 13 P.A.A. PLS. 02-21-20-002

PREPARED FOR:
McCUE BUILDERS, INC.
 41 WEST ROYAL OAKS DRIVE
 BRISTOL, ILLINOIS 60512
 (630) 551-4845

PREPARED BY:
CEMCON, Ltd.
 Consulting Engineers, Land Surveyors & Planners
 2280 White Oak Circle, Suite 100
 Aurora, Illinois 60502-9675
 Ph: 630.862.2100 Fax: 630.862.2199
 E-Mail: cadd@cemcon.com Website: www.cemcon.com

NO.		DATE		DESCRIPTION	
△	01-13-06/ND	REVISED PER CLIENT AND CITY REVIEW			
△	03-29-06	REVISED PER CITY REVIEW			
△	06-08-06/KMS	REVISED PER CITY REVIEW			
△	07-24-06/JJD	PER Y.B.S.D. & CITY REVIEW DATED 07-20-06			

OVERALL SOIL EROSION, SEDIMENTATION CONTROL PLAN
BLACKBERRY WOODS - FINAL ENGINEERING PLANS

FILE NAME: OVR_UTIL	DSGN. BY: KTS	JOB NO.: 712.002	FLD. BK./PG.: ----	SHEET NO.
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Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #5

Tracking Number

PW 2017-47

Agenda Item Summary Memo

Title: Pavillion Road Streambank Stabilization – Engineering Agreement

Meeting and Date: Public Works Committee – June 20, 2017

Synopsis: See attached.

Council Action Previously Taken:

Date of Action: N/ A Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

**Pavillion Road Streambank Stabilization
United City of Yorkville, Kendall County, IL
Professional Services Agreement - Design and Construction Engineering**

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

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the included exhibits. Design and Construction engineering will be provided for the Pavillion Road Streambank Stabilization project. Engineering will be in accordance with all City, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

B. Term:

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

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Exhibit 3. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$17,600.00 and Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$15,700.00. The hourly rates for this project are shown in the attached 2017 Standard Schedule of Charges (Exhibit 5). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

*Pavillion Road Streambank Stabilization
United City of Yorkville
Professional Services Agreement
Design and Construction Engineering*

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

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

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

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

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

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

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

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: United States Citizen Resident Alien Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

Tax Payer Certification : Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): Individual Real Estate Agent Sole Proprietorship Government Entity Partnership Tax Exempt Organization (IRC 501(a) only) Corporation Not for Profit Corporation Trust or Estate Medical and Health Care Services Provider Corp.

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

*Pavillion Road Streambank Stabilization
United City of Yorkville
Professional Services Agreement
Design and Construction Engineering*

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

- Exhibit 1:** Professional Engineering Services
- Exhibit 2:** Limitation of Authority, Duties and Responsibilities of the Resident Construction Observer
- Exhibit 3:** Estimate of Level of Effort and Associated Cost
- Exhibit 4:** Anticipated Project Schedule
- Exhibit 5:** 2017 Standard Schedule of Charges

L. Notices:

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

For the City:

City Administrator and City Clerk
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

For the ENGINEER:

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

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

Agreed to this ____ day of _____, 2017.

United City of Yorkville:

Engineering Enterprises, Inc.:

Gary J. Golinski
Mayor

Brad Sanderson, P.E.
Vice President

Lisa Pickering
Deputy City Clerk

Angie Smith
Executive Assistant

EXHIBIT 1

SECTION A - PROFESSIONAL DESIGN ENGINEERING SERVICES

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

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

ENGINEER will furnish to the OWNER five sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.

6. The drawings prepared by the ENGINEER under the provisions of Section A-2 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of map(s) showing the general location of needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be accomplished by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set out in Section D hereof.
7. The ENGINEER will attend the bid opening and tabulate the bid proposal, make an analysis of the bids, and make recommendations for awarding contracts for construction.
8. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.
9. The ENGINEER will complete the final plans, specifications and contract documents and submit for approval of the OWNER, and all State regulatory agencies to meet the project schedule(s) as summarized in Exhibit 4: "Anticipated Project Schedule – Pavillion Road Streambank Stabilization" dated June 13, 2017.

SECTION B - PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES

The ENGINEER shall furnish professional construction engineering services as follows:

1. The ENGINEER will review, for conformance with the design concept, shop and working drawings required by the construction Contract Documents and indicate on the drawings the action taken. Such action shall be taken with reasonable promptness.
2. The ENGINEER will interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however, guarantee the performance by any contractor.
3. The ENGINEER will evaluate and determine acceptability of substitute materials and equipment proposed by Contractor(s).
4. The ENGINEER will establish baselines for locating the work together with a suitable number of bench marks adjacent to the work as shown in the contract documents.
5. The ENGINEER will provide general engineering review of the work of the contractor(s) as construction progresses to ascertain that the contractor is conforming to the design concept.
 - (a) ENGINEER shall have authority, as the OWNER's representative, to require special inspection of or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with requirements of, and the results certified indicate compliance with, the Contract Documents).
 - (b) During such engineering review, ENGINEER shall have the authority, as the OWNER's representative, to disapprove of or reject contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

6. The ENGINEER will provide resident construction observation. Resident construction observation shall consist of visual inspection of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents and with the design intent. Such observation shall not be relied upon by others as acceptance of the work. The ENGINEER's undertaking hereunder shall not relieve the contractor of contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner. Exhibit 2 - The Limitations of Authority, Duties and Responsibilities of the Resident Construction Observer is attached to this Agreement.
7. The ENGINEER will cooperate and work closely with representatives of the OWNER.
8. Based on the ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Resident Construction Observer, and upon review of applications for payment with the accompanying data and schedules by the contractor, the ENGINEER:
 - (a) Shall determine the amounts owing to contractor(s) and recommend in writing payments to contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation).
 - (b) By recommending any payment, ENGINEER will not hereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in the Agreement and the Contract Documents. ENGINEER's review of contractor(s)'

work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials equipment has passed to OWNER free and clear of any lien, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and contractor that might affect the amount that should be paid.

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

operation of the system. Such consultation and advice shall be at the hourly rates as described in the attached Exhibit 5: Standard Schedule of Charges dated January 1, 2017. The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of the certificate of substantial completion.

14. The ENGINEER further agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER's employees of the ENGINEER's functions and services required under this Agreement.
15. The ENGINEER will provide construction engineering services in accordance with the periods summarized in Exhibit 4: "Anticipated Project Schedule – Pavillion Road Streambank Stabilization" dated June 13, 2017.

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

SECTION C – COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for professional design engineering services in the amount of \$17,600.00 FF as summarized on Exhibit 3: “Estimate of Level of Effort and Associated Cost for Professional Engineering Services for Pavillion Road Streambank Stabilization” dated June 13, 2017.
 - (a) The compensation for the professional design engineering services shall be payable as follows:
 - (1) A sum which does not exceed ninety percent (90%) of the total compensation payable under Section C-1 shall be paid in monthly increments for work actually completed and invoiced, for grant administration and for the preparation and submission to the OWNER of the construction drawings, specifications, cost estimates and contract documents.
 - (2) A sum which, together with the compensation paid pursuant to Section C-1(a)(1) above, equals one hundred percent (100%) of the total compensation due and payable in accord with Section C-1 above, shall be due immediately after the award of construction contract(s) is approved by the corporate authorities.
2. The OWNER shall compensate the ENGINEER for the construction administration, construction observation (including the Resident Construction Observer), and any additional consultation services on the basis of Hourly Rates (HR) as described on the attached Exhibit 5: Standard Schedule of Charges dated January 1, 2017. The estimated values are included in Exhibit 3: “Estimate of Level of Effort and Associated Cost for Professional Engineering Services for Pavillion Road Streambank Stabilization” dated June 13, 2017 and are estimated at \$15,700.00 Hourly (HR).
 - (a) The compensation for the construction administration, construction observation (including the Resident Construction Observer), and any additional consultation and surveying services shall be payable as follows:

- (1) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.

3. The OWNER shall compensate the ENGINEER for direct expenses as identified in the contract and as noted on Exhibit 3 at the actual cost or hourly cost for the work completed.
 - (1) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.

4. The compensation for any additional engineering services authorized by the OWNER pursuant to Section D shall be payable as follows:
 - (a) A sum which equals any charges for work actually completed and invoiced shall be paid at least once per month.

SECTION D – ADDITIONAL ENGINEERING SERVICES

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

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

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

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

SECTION E - SPECIAL PROVISIONS

1. OWNER'S RESPONSIBILITIES

- (a) Provide to the ENGINEER all criteria, design and construction standards and full information as to the OWNER's requirements for the Project.
- (b) Designate a person authorized to act as the OWNER's representative. The OWNER or his representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of the ENGINEER's services.
- (c) Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials or other items required by law or by governmental authorities having jurisdiction over this Project, or as recommended by the ENGINEER.
- (d) Provide legal, accounting, right-of-way acquisition and insurance counseling services necessary for the Project, legal review of the construction Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the contractor.
- (e) Furnish above services at the OWNER's expense and in such manner that the ENGINEER may rely upon them in the performance of his services under this Agreement and in accordance with the Project timetable.
- (f) Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services under this Agreement.
- (g) Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's performance of services under this Agreement.

- (h) Protect and preserve all survey stakes and markers placed at the project site prior to the assumption of this responsibility by the contractor and bear all costs of replacing stakes or markers damaged or removed during said time interval.
- 2. Delegation of Duties - Neither the OWNER nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.
- 3. The ENGINEER has not been retained or compensated to provide design services relating to the contractor's safety precautions or to means, methods, techniques, sequences, or procedures required by the contractor to perform his work but not relating to the final or completed structure. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
- 4. The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project.
- 5. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Costs and Construction Costs provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost prepared by him. If prior to the bidding or negotiating phase OWNER wishes greater assurance as to project or construction costs he shall employ an independent cost-estimator.
- 6. Access to Records:
 - (a) The ENGINEER agrees to include subsections E-6(b) through E-6(e) below in all contracts and all subcontracts directly related to project services which are in excess of \$25,000.

- (b) The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of Agency loan work under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards (666 Fifth Avenue, New York, New York 10019; June 1, 1987). The Agency or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER will provide facilities for such access and inspection.
- (c) Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
- (d) The ENGINEER agrees to the disclosure of all information and reports resulting from access to records pursuant to subsection E-6(b) above, to the Agency. Where the audit concerns the ENGINEER, the auditing agency shall afford the ENGINEER an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- (e) Records under subsection E-6(b) above shall be maintained and made available during performance on Agency loan work under this agreement and until three years from date of final Agency loan audit for the project. In addition, those records which relate to any “dispute” appeal under an Agency loan agreement, or litigation, or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

7. Covenant Against Contingent Fees - The ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or

consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. Covenant Against Contingent Fees - The loan recipient warrants that no person or agency has been employed or retained to solicit or secure a PWSLP loan upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Agency shall have the right to annul the loan or to deduct from the loan or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
9. Certification Regarding Debarment – The ENGINEER certifies that the services of anyone that has been debarred or suspended under Federal Executive Order 12549 has not, and will not, be used for work under this Agreement.
10. Affirmative Action – The ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the Clean Water Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the ENGINEER acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.
11. The ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

EXHIBIT 2

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

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

(c) Liaison:

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

(d) Shop Drawings and Samples:

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

(e) Review of Work, Rejection of Defective Work, Inspections and Tests:

- (1) Conduct on-site inspection of the work in progress to assist ENGINEER in determining if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.
- (2) Report to ENGINEER whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, test or approval required to be made or

has been damaged prior to final payment; and advise ENGINEER when he believes work should be corrected or rejected or should be uncovered for inspection, or requires special testing, inspection or approval.

- (3) Verify that tests, equipment and systems start-ups, and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that contractor maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
 - (4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to ENGINEER.
- (f) Interpretation of Contract Documents: Transmit to contractor ENGINEER's clarifications and interpretations of the Contract Documents.
- (g) Modifications: Consider and evaluate contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER.
- (h) Records:
- (1) Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - (2) Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily

activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to ENGINEER.

- (4) Record names, addresses and telephone numbers of all contractor's, subcontractors and major suppliers of materials and equipment.
- (i) Reports:
- (1) Furnish ENGINEER periodic reports as required of progress of the work and contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.
 - (2) Consult with ENGINEER in advance of schedule major tests, inspections or start of important phases of the work.
 - (3) Report immediately to ENGINEER upon the occurrence of any accident.
- (j) Payment Requisitions: Review applications for payment with contractor for compliance with the established procedure for their submission and forward them with recommendations to ENGINEER, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
- (k) Certificates, Maintenance and Operating Manuals: During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed; and deliver this material to ENGINEER for his review and forwarding to OWNER prior to final acceptance of the work.
- (l) Completion:
- (1) Before ENGINEER issues a Statement of Substantial Completion, submit to contractor a list of observed items requiring completion or correction.

- (2) Conduct final review in the company of ENGINEER, OWNER and contractor and prepare a final list of items to be completed or corrected.
- (3) Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.



EXHIBIT 3
ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR
PROFESSIONAL ENGINEERING SERVICES FOR
 PAVILLION ROAD STREAMBANK STABILIZATION
 United City of Yorkville, IL
 June 13, 2017

WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING				SURVEYING			DRAFTING		ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	PRINCIPAL IN CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER I	PROJECT ENGINEER	PROJECT MANAGER	SENIOR PROJECT SURVEYOR II	PROJECT TECHNICIAN	CAD MANAGER	SENIOR PROJECT TECHNICIAN I	ADMIN.		
		HOURLY RATE:	\$191	\$168	\$145	\$133	\$168	\$155	\$121	\$168	\$133	\$80		
FINAL ENGINEERING														
2.1	Project Management and Administration		1	3	-	-	-	-	-	-	-	-	4	\$ 695
2.2	Project Meetings		-	4	-	4	-	-	-	-	-	-	8	\$ 1,204
2.3	Topographic Survey		-	-	-	4	6	8	-	-	-	-	18	\$ 2,780
2.4	Utility Coordination		-	1	-	2	-	-	-	-	-	-	3	\$ 434
2.5	Final Plans, Specifications and Estimates		1	12	-	20	-	-	-	6	20	-	59	\$ 8,535
2.6	Permitting		-	4	-	12	-	-	-	-	-	-	16	\$ 2,268
2.7	Bidding and Contracting		-	2	-	7	-	-	-	-	-	5	14	\$ 1,667
	Final Engineering Subtotal:		2	26	-	49	6	8	-	6	20	5	122	\$ 17,583
CONSTRUCTION ENGINEERING														
3.1	Contract Administration		1	19	-	8	-	-	-	-	-	-	28	\$ 4,447
3.2	Construction Layout and Record Drawings		-	1	-	2	1	4	8	-	-	-	16	\$ 2,190
3.3	Observation and Documentation		3	9	-	51	-	-	-	-	-	2	65	\$ 9,028
	Construction Engineering Subtotal:		4	29	-	61	1	4	8	-	-	2	109	\$ 15,665
	PROJECT TOTAL:		6	55	-	110	7	12	8	6	20	7	231	\$ 33,248

DIRECT EXPENSES	
Printing =	\$ 250
Mileage =	\$ 675
Material Testing =	\$ -
Environmental Assessment =	\$ -
DIRECT EXPENSES =	\$ 925

LABOR SUMMARY	
Engineering Expenses =	\$ 25,016
Surveying Expenses =	\$ 4,004
Drafting Expenses =	\$ 3,668
Administrative Expenses =	\$ 560
TOTAL LABOR EXPENSES =	\$ 33,248

TOTAL EXPENSES =	\$ 34,173
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Standard Schedule of Charges

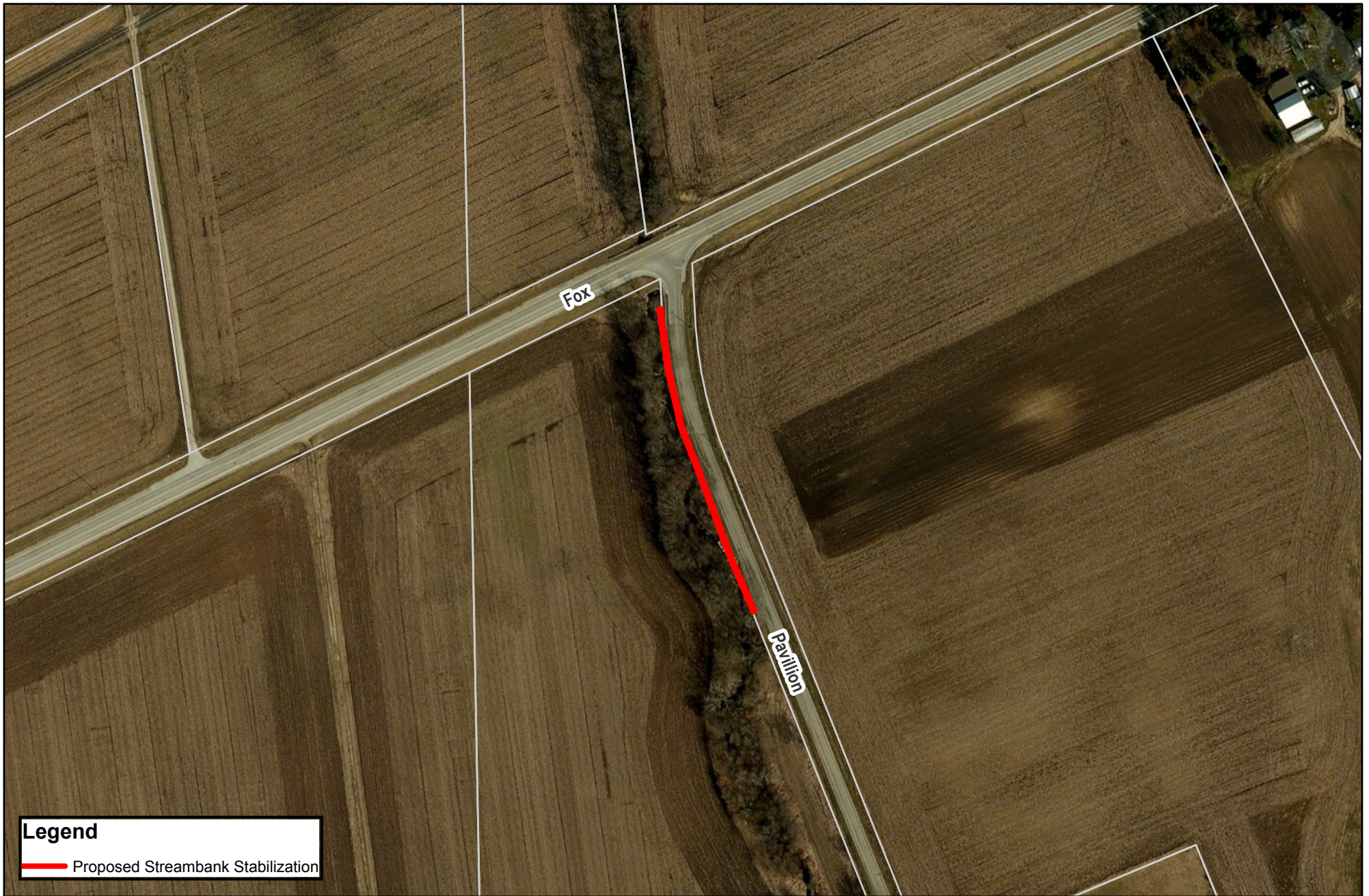
January 1, 2017

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$196.00
Principal	E-3	\$191.00
Senior Project Manager	E-2	\$185.00
Project Manager	E-1	\$168.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$155.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$145.00
Project Engineer/Planner/Surveyor	P-4	\$133.00
Senior Engineer/Planner/Surveyor	P-3	\$121.00
Engineer/Planner/Surveyor	P-2	\$111.00
Associate Engineer/Planner/Surveyor	P-1	\$100.00
Senior Project Technician II	T-6	\$145.00
Senior Project Technician I	T-5	\$133.00
Project Technician	T-4	\$121.00
Senior Technician	T-3	\$111.00
Technician	T-2	\$100.00
Associate Technician	T-1	\$ 87.00
Engineering/Land Surveying Intern	I-1	\$ 82.00
GIS Technician	G-1	\$ 67.00
Administrative Assistant	A-3	\$ 80.00

CREW RATES, VEHICLES AND REPROGRAPHICS

1 Man Field Crew with Standard Survey Equipment		\$158.00
2 Man Field Crew with Standard Survey Equipment		\$247.00
1 Man Field Crew with RTS or GPS *		\$196.00
2 Man Field Crew with RTS or GPS *		\$284.00
Vehicle for Construction Observation		\$15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)	
Reimbursable Direct Costs & Services by Others	Cost + 10%	

*RTS = Robotic Total Station / GPS = Global Positioning System



Legend
 Proposed Streambank Stabilization

Engineering Enterprises, Inc.

52 Wheeler Road
 Sugar Grove, Illinois 60554
 (630) 466-6700
www.eeiweb.com



United City of Yorkville

800 Game Farm Road
 Yorkville, IL 60560
 630-553-4350

DATE:	JUNE 2017
PROJECT NO.:	YO1722
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2017\
FILE:	YO1722_EXHIBIT 6 Location.MXD

**EXHIBIT 6
 LOCATION MAP**

UNITED CITY OF YORKVILLE
 KENDALL COUNTY, ILLINOIS





Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #6

Tracking Number

PW 2017-48

Agenda Item Summary Memo

Title: Kennedy Road Shared-Use-Path - ITEP

Meeting and Date: Public Works Committee – June 20, 2017

Synopsis: Consideration of BNSF License Agreement

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

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
Erin Willrett, Assistant City Administrator
Lisa Pickering, Deputy City Clerk

Date: June 14, 2017
Subject: Kennedy Road Shared-Use Path (ITEP) – BNSF Agreement

The purpose of this memo is to present the BNSF License Agreement for Bicycle Path/Pedestrian Walkway.

Background:

The City has identified the need for a multi-use path on the east side of Kennedy Road which will link the multi-use path along Rt 47 and Steven G. Bridge Park. The construction of the path will connect the Kennedy Road path with other regional trails throughout the Fox Valley and beyond. Within the limits of the proposed Kennedy Road multi-use path is a railroad crossing at the tracks belonging to BNSF.

BNSF is requiring a license agreement for the use of the path crossing at the railroad.

Questions Presented:

Should the City approve the license agreement with BNSF?

Discussion:

The contract fee is \$3,700 for the license and in addition the insurance requirements must be met.

The City Attorney has reviewed the agreement and has found it to be acceptable.

We are recommending that the City consider approving the agreement to continue moving forward with the project.

Action Required:

Consideration of approval of the BNSF license agreement.



Jones Lang LaSalle Brokerage, Inc.
4200 Buckingham Road, Suite 110
Fort Worth, Texas 76155
tel +1 817-230-2600

June 8, 2017

United City of Yorkville
Attention: Mr. Bart Olson
800 Game Farm Road
Yorkville, Illinois 60560

17-57274

Dear Mr. Olson:

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Please print two (2) copies execute and **return both copies with original signature** for completion on part of BNSF Railway Company ("BNSF") to this office, along with the following requirements:

- A check in the amount of \$3,700.00 payable to BNSF Railway Company which covers the contract fee.

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway.

1. A Certificate of Insurance as required in the agreement.
2. A **separate policy** for Railroad Protective Liability Insurance as required in the agreement (**ORIGINAL POLICY MUST BE PROVIDED**). BNSF Railway Company will be the only insured party; OR;

In lieu of providing a separate policy for Railroad Protective Liability Insurance, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract and including an additional \$575.00 with your check.

PLEASE ADVISE IF THIS PROJECT IS ARRA FUNDED.

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.

Please be informed that if contracts, fees, and insurance are not returned within sixty (60) days, the processing fee will increase to \$800.00.

Sincerely,

Vicki Norman

Vicki Norman
Senior Manager Permits
Attachment

LICENSE FOR BICYCLE PATH/PEDESTRIAN WALKWAY

THIS LICENSE FOR BICYCLE PATH/PEDESTRIAN WALKWAY ("**License**"), is made to be effective _____, 2017 (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**"), and **UNITED CITY OF YORKVILLE**, ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. **Grant of License.** Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), a pedestrian walkway/ bicycle path (the "**Trail**") across or along Licensor's rail corridor at or near Bristol, County of Kendall, State of Illinois, Line Segment 0001, Mile Post 44.51 as shown on the attached Drawing No. 69202, dated March 17, 2017, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. **Term.** This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. **Existing Improvements.** Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. **Use of the Premises.** Licensee shall use the Premises solely for construction, maintenance and use of the Trail in accordance with the Drawings and Specifications. Licensee shall not use the Premises for any other purpose.
5. **Alterations.** Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent

COMPENSATION

6. **License Fee.** Licensee shall pay Licensor, prior to the Effective Date, the sum of Three Thousand Seven Hundred and No/100 Dollars (\$3,700) as compensation for the use of the Premises.
7. **Costs and Expenses.**
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises, or the presence, construction and maintenance of the Trail including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal

authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

8. **Payment Terms.** All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2½%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. **Reserved Rights of Use.** Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Trail) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
 - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
 - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. **Right to Require Relocation.** If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Trail, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Trail as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of Trail the or the construction of a new Trail to replace the Trail. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Trail promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. **Construction and Maintenance of the Trail.**
- 11.1 Licensee shall notify Licensor's Roadmaster, at 301 Park Street, Earlville, Illinois, 61523, telephone (815) 246-9752 (Office) or (817) 301-9052 (Cell), at least ten (10) business days prior to entry onto the Premises for construction of the Trail and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
 - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
 - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
 - 11.4 Any contractors or subcontractors performing work on the Trail or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
 - 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee

has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.

- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Trail in such a manner and of such material that the Trail will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Trail shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Trail or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers to observe or inspect the construction and/or maintenance of the Trail at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). If ordered at any time to halt construction or maintenance of the Trail by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Trail, it being solely Licensee's responsibility to ensure that the Trail is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee may request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Trail by contacting Licensor's Telecommunications Helpdesk at least thirty (30) business days prior to installation of the Trail. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Trail and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.

- 12.2 For all bores greater than twenty-six (26) inch diameter and at a depth less than ten (10) feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 Any open hole, boring or well, constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.3.1 filled in to surrounding ground level with compacted bentonite grout; or
- 12.3.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
- 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH**

CLAIMS. NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.

- 13.4 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**
- 13.5 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.**
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.
14. **Personal Property Risk of Loss. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**
15. **Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:**
- 15.1 **Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the Licensee. Coverage must be purchased on a post 1998 ISO occurrence or equivalent and include coverage for, but not limited to, the following:**
- Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations
- This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:
- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
 - Waiver of subrogation in favor of and acceptable to Licensor.

- Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor employees.

No other endorsements limiting coverage may be included on the policy with regard to the work being performed under this License.

- 15.2 Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:
- Bodily injury and property damage
 - Any and all vehicles owned, used or hired
 - Bodily injury and property damage
 - Any and all vehicles owned, used or hired
 - Waiver of subrogation in favor of and acceptable to Licensor.
 - Additional insured endorsement in favor of and acceptable to Licensor.
 - Separation of insureds.
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

- 15.3 Workers Compensation and Employers Liability Insurance. This insurance shall include coverage for, but not limited to:
- Licensee's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
 - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.

- 15.4 Railroad Protective Liability Insurance. This insurance shall name only the Licensor as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Trail. **THE CONSTRUCTION OF THE TRAIL SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Trail is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:
- Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
 - Endorsed to include the Limited Seepage and Pollution Endorsement.
 - Endorsed to include Evacuation Expense Coverage Endorsement.
 - No other endorsements restricting coverage may be added.
 - The original policy must be provided to the Licensor prior to performing any work or services under this License

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$575.

- I **elect** to participate in Licensor's Blanket Policy;
- I **elect not** to participate in Licensor's Blanket Policy.

15.6 Other Requirements:

- 15.6.1 Where allowable by law all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.
- 15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, its insurers, through policy endorsement, waive their right of subrogation against Licensor for all claims and suits. The certificate of insurance must reflect waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of its owned or leased property or property under its care, custody, or control.
- 15.6.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a deductible, self-insured retention, or other financial responsibility for claims.
- 15.6.4 Prior to commencing the Work, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving Railroad arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.
- 15.6.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.
- 15.6.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
- 15.6.8 Not more frequently than once every five (5) years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.
- 15.6.10 Failure to provide evidence as required by this **Section 15** shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.

15.6.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

15.6.12 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable.

15.6.13 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

- 16.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Trail and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the website www.BNSFcontractor.com" (the "**Safety Orientation**") within one (1) year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Trail and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Trail in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.
- 16.6 While this License is personal to Licensee and its invitees, it is recognized that the Trail may be used by unauthorized persons, and Licensee agrees that for the purposes of this License all persons using the Trail shall be deemed the agents or invitees of Licensee.

17. Environmental.

- 17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "**Environmental Laws**"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
- 17.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the Trail on Licensor's property. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on or from the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Trail which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

DISCLAIMER OF WARRANTIES18. No Warranties.

- 18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE TRAIL WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. **Disclaimer of Warranty for Quiet Enjoyment.** LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.
20. **Eviction at Risk of Licensee.** In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damage Licensee sustains in connection with the eviction.

LIENS

21. **Liens and Charges.** Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.

DEFAULT, TERMINATION, AND SURRENDER

23. **Default and Termination.** In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.
24. **Surrender of the Premises.**
- 24.1 This License may be terminated by Licensor, at any time, by serving thirty (30) days' written notice of termination upon Licensee. This License may be terminated by Licensee upon execution of Licensor's Mutual Termination Letter Agreement then in effect. Upon expiration of the time specified in such notice, this License and all rights of Licensee shall absolutely cease.

- 21.2. If Licensee fails to surrender the Premises to Licensor upon any termination of this License, all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered. Termination shall not release Licensee from any liability or obligation, whether of indemnity or otherwise, resulting from any events happening prior to the date of termination

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. Assignment.
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.
- 26.4 The provisions of this **Section 26** shall survive the expiration or earlier termination of this License.
27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.
4200 Buckingham Road, Suite 110
Fort Worth, TX 76155
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2301 Lou Menk Dr. – GOB – 3W
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Trail and the other Improvements are removed and the Premises are restored to its condition as of the Effective Date.
29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.
32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.
33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
35. Interpretation.
- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible

form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.

- 36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged via email or electronic facsimile machines and any email or electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.
- 37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

This License has been duly executed by the parties hereto as of the date below each party's signature; to be effective, however, as of the Effective Date.

LICENSOR:

BNSF RAILWAY COMPANY a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.,
4200 Buckingham Road, Suite 110
Fort Worth, TX 76155

By: _____

Title: _____

Date: _____

LICENSEE:

United City of Yorkville

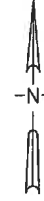
800 Game Farm Road
Yorkville, Illinois 60560

By: _____

Title: _____

Date: _____

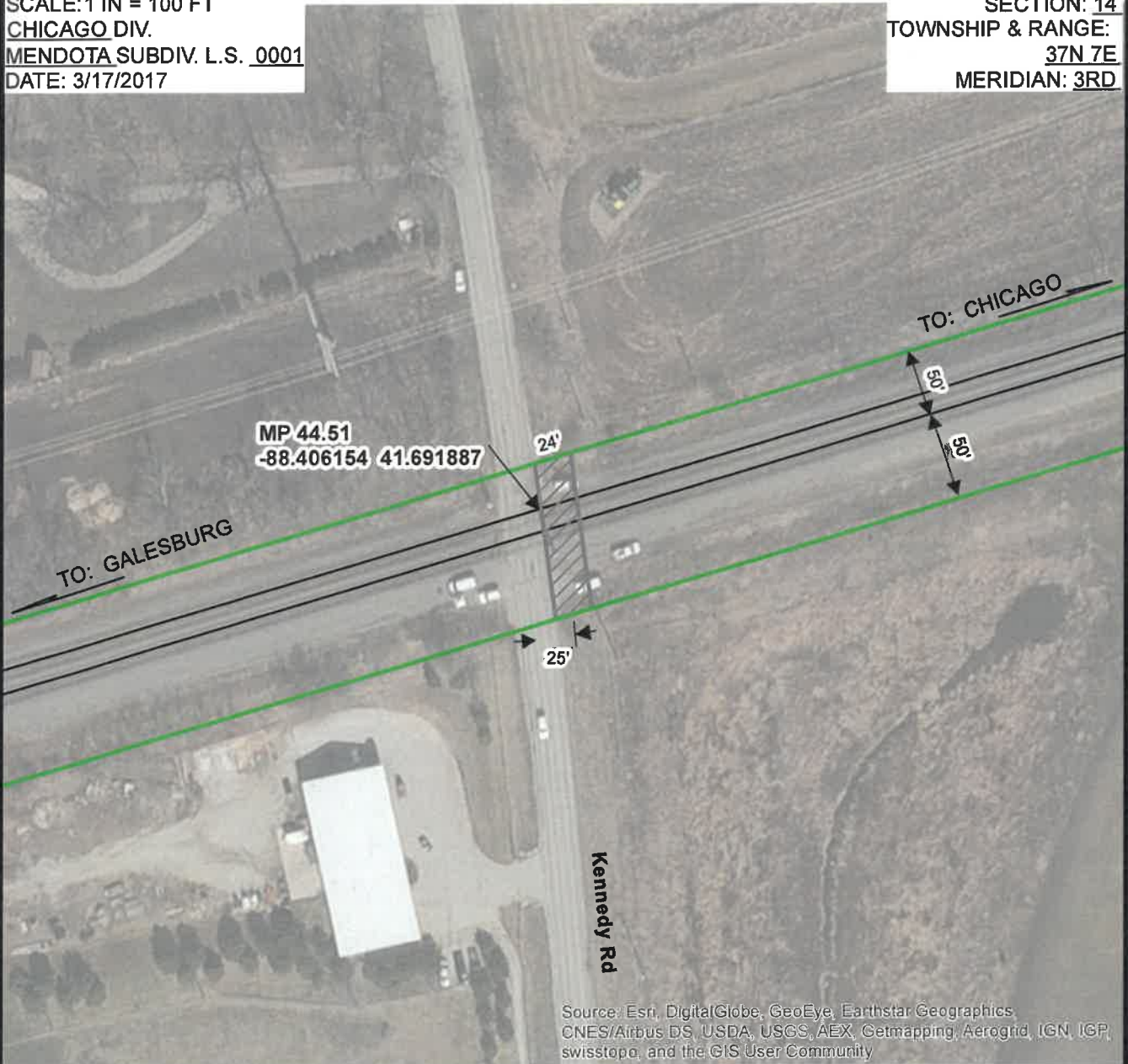
EXHIBIT "A"
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND



UNITED CITY OF YORKVILLE




SCALE: 1 IN = 100 FT
CHICAGO DIV.
MENDOTA SUBDIV. L.S. 0001
DATE: 3/17/2017

SECTION: 14
TOWNSHIP & RANGE:
37N 7E
MERIDIAN: 3RD



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

LEGEND:

-  PREMISES
-  RIGHT OF WAY LINE
-  TRACK

DESCRIPTION:

A NEW 24' WIDE PEDESTRIAN CROSSING SHOWN HATCHED.
DOT # N/A

AT BRISTOL
COUNTY OF KENDALL

STATE OF IL

XLR



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #7

Tracking Number

PW 2017-49

Agenda Item Summary Memo

Title: Selection of Committee Liaisons

Meeting and Date: Public Works Committee – June 20, 2017

Synopsis: Selection of liaisons to the Park Board and Yorkville-Bristol Sanitary District.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: _____ **Bart Olson** _____ **Administration**
Name Department

Agenda Item Notes:



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #8

Tracking Number

PW 2017-50

Agenda Item Summary Memo

Title: 2017 Meeting Dates

Meeting and Date: Public Works Committee – June 20, 2017

Synopsis: Review of the remainder of 2017 meeting dates for the Public Works Committee.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



United City of Yorkville
 800 Game Farm Road
 Yorkville, Illinois 60560
 Telephone: 630-553-4350
 www.yorkville.il.us

2017 MEETING SCHEDULE

This meeting schedule is subject to revision. Upon revision, all entities that have lodged a request for the meeting schedule will be sent the updated/revised schedule.

Revised: 3/30/17

City Council Meeting		2nd & 4th Tuesday – 7:00 pm at City Hall
January 10 & 24		July 11 & 25
February 14 & 28		August 8 & 22
March 14 & 28		September 12 & 26
April 11 & 25		October 10 & 24
May 9 & 23		November 14 & 28
June 13 & 27		December 12
Administration Committee		3rd Wednesday – 6:00 pm at City Hall
January 18		July 19
February 15		August 16
March 15		September 20
April 19		October 18
May 17		November 15
June 21		December 20
Economic Development Committee		1st Tuesday – 6:00 pm at City Hall
January 3		July 5* (Wednesday, due to July 4 th holiday)
February 7		August 1
March 7		September 5
April 5* (Wednesday, due to election day)		October 3
May 2		November 7
June 6		December 5
Public Safety Committee		Quarterly - 1st Thursday – 6:00 pm at City Hall
January 5		July 6
April 6		October 5

Public Works Committee	3rd Tuesday – 6:00 pm at City Hall
January 17	July 18
February 21	August 15
March 21	September 19
April 18	October 17
May 16	November 21
June 20	December 19
Fire and Police Commission	Quarterly, 4th Wednesday - 6:00 pm at City Hall
January 25	July 26
April 26	October 25
Library Board Meeting	2nd Monday - 7:00 pm at Library
January 9	July 10
February 13	August 14
March 13	September 11
April 10	October 9
May 8	November 13
June 12	December 11
Park Board	2nd Thursday – 6:30 pm at Parks Maintenance Bldg – 185 Wolf Street
January 12	July 13
February 9	August 10
March 9	September 14
April 13	October 12
May 11	November 9
June 8	December 14
Planning and Zoning Commission	2nd Wednesday - 7:00 pm at City Hall
January 11	July 12
February 8	August 9
March 8	September 13
April 12	October 11
May 10	November 8
June 14	December 13
Police Pension Fund Board	Quarterly, 2nd Tuesday - 5:00 p.m. at Police Dept.
February 14	August 8
May 23* (4 th Tuesday)	November 14



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Old Business #1

Tracking Number

PW 2017-38

Agenda Item Summary Memo

Title: 2017 Road to Better Roads Program – Additional Work

Meeting and Date: Public Works Committee – June 20, 2017

Synopsis: Review of D Construction Proposal

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

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
Erin Willrett, Assistant City Administrator
Lisa Pickering, Deputy City Clerk

Date: June 13, 2017
Subject: 2017 Roads to Better Roads Program – Additional Work

The purpose of this memo is to present a plan for additional work for the above referenced project.

Background:

The United City of Yorkville and D Construction, Co. recently entered into an agreement for a contract value of **\$607,981.72** for the above referenced project. The City has seen substantial savings in the road/street projects that it has let thus far in 2017. As a result, the City has an additional \$482,000 +/- available to spend as summarized in the attached spreadsheet.

As directed by the Committee, we obtained a quote from D Construction to perform additional street work. The proposed additional work is summarized as follows:

- Walsh Drive (Greenbrier to W. Barberry Circle)
- Spring Street (Quinsey to McHugh)
- High School Parking Lot (City Portion)
- Fox Road (Patching)
- White Oak Way (Patching)
- Town Square Park

The following areas were also included in the quote from D and are being funded separately:

- Main Street Parking Lot
- Parks and Rec Admin Building
- Old Second Bank Parking Lot

As a reminder, that due to the fact the existing contract between the City and D Construction utilizes MFT funds, we are unable to add additional streets via change order to the original contract.

Questions Presented:

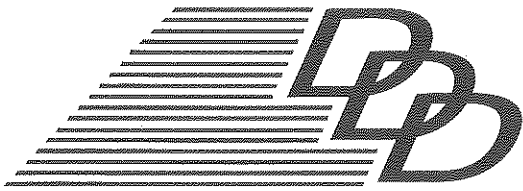
Should the City approve the additional street work and quote from D Construction?

Discussion:

D Construction, Co. has held their prices from the originally bid project work. There was only one new pay item that is necessary to construct the new work. The unit price for the new item is reasonable.

Action Required:

Consideration of approval for additional RTBR work with D Construction.



"D" Construction, Inc.

General Contractor

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

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

June 12, 2017

Re: 2017 MFT - Inlet Adjust AUP

Gentlemen:

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

DESCRIPTION	Bid Quantity	Unit	Unit Price	Amount
INLET ADJ W/NEW F&G TY 3	8.0	EA	\$850.00	\$6,800.00
		TOTAL		\$6,800.00

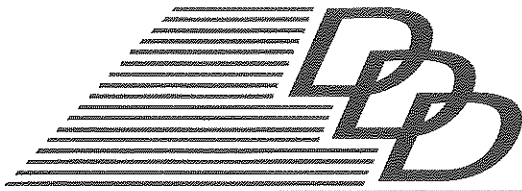
Qualifications: PLEASE NOTE

- * Sales tax is not included in the above work. A tax exempt number will be required or sales taxes will be added to the final invoice.
- * We have not included any layout, engineering, nor testing.
- * Our work is limited to the items described above.
- * The above items of work are quoted as a package and may not be separated without prior approval by "D" Construction, Inc.
- * Final billing shall be based upon the actual quantities of work performed at the unit prices quoted above.
- * If the surface is to be placed at a later date, the patching, cleaning, tack coat of the binder course will be extra.
- * Our price is based on the work being done in one continuous operation and completed by November 15, 2016.
- * We must have a signed contract within 30 days in order to hold these prices.
- * Terms of payment will be agreed upon before any work is started.

Respectfully submitted,

17-00047


"D" Construction, Inc.



"D" Construction, Inc.

General Contractor

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

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

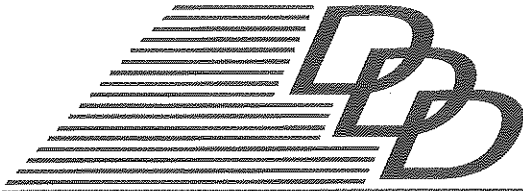
June 12, 2017

Re: 2017 MFT - Additional Work

Gentlemen:

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

	DESCRIPTION	Bid Quantity	Unit	Unit Price	Amount
1	BIT MATL TACK COAT	16406.0	GAL	\$0.01	\$164.06
2	HMA SURF REM BJ	338.0	SY	\$9.00	\$3,042.00
3	LB HM N50		TON	\$80.00	\$0.00
4	LB MM N50	975.0	TON	\$55.00	\$53,625.00
5	HMA SC MIX D N50	1625.0	TON	\$55.00	\$89,375.00
6	INCIDENTAL HMA SURF		TON	\$90.00	\$0.00
7	PCC DRWY REM	56.0	SY	\$20.00	\$1,120.00
8	PCC DRWY REPL 6"	56.0	SY	\$66.00	\$3,696.00
9	PCC SW REM	3898.0	SF	\$2.00	\$7,796.00
10	PCC SW 5"	3914.0	SF	\$6.50	\$25,441.00
11	DET WARNINGS	382.0	SF	\$25.00	\$9,550.00
12	HMA SURF REM 1.5"	3239.0	SY	\$1.25	\$4,048.75
13	HMA SURF REM 2.5"	14120.0	SY	\$3.00	\$42,360.00
14	CL D PATCH 4"	1856.0	SY	\$33.00	\$61,248.00
15	COMB C&G R&R	750.0	FT	\$35.00	\$26,250.00
16	MH TO BE ADJ W/NEW F&L TY1	2.0	EA	\$850.00	\$1,700.00
17	SAN MH TO BE ADJ W/NEW F&L TY1	5.0	EA	\$1,000.00	\$5,000.00
18	INL TO BE ADJ	2.0	EA	\$500.00	\$1,000.00
19	VALVE BOX TO BE ADJ		EA	\$150.00	\$0.00
20	RESTORATION	521.0	SY	\$12.00	\$6,252.00
21	AGG WEDGE SHOULDER TY B		TON	\$30.00	\$0.00
22	SEAL COAT W/ CRACK ROUTING & FILL		SY	\$1.41	\$0.00
23	RAILROAD PORT LIAB INS		LS	\$3,500.00	\$0.00
24	THPL PVT MRK L&S	48.0	SF	\$4.07	\$195.36
25	THPL PVT MRK LINE 4"	8152.0	FT	\$0.55	\$4,483.60
26	THPL PVT MRK LINE 6"		FT	\$0.83	\$0.00
27	LB MM N50 PARKING LOT	557.0	TON	\$58.00	\$32,306.00
28	HMA SC MIX D N50 PARKING LOT	557.0	TON	\$58.00	\$32,306.00



"D" Construction, Inc.

General Contractor

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

29	HMA SURF REM 3" PARKING LOT	6451.0	SY	\$2.50	\$16,127.50
30	HMA SURF REM 4" PARKING LOT		SY	\$2.60	\$0.00
31	CRACK SEALING	7710.0	FT	\$2.72	\$20,971.20
32	HMA SURF REM VAR DEPTH SPL		SY	\$5.00	\$0.00
33	INLET ADJ W/NEW F&G TY 3	8.0	EA		\$0.00

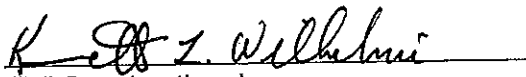
TOTAL \$448,057.47

Qualifications: PLEASE NOTE

- * Sales tax is not included in the above work. A tax exempt number will be required or sales taxes will be added to the final invoice.
- * We have not included any layout, engineering, nor testing.
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Respectfully submitted,

17-00047


"D" Construction, Inc.

RTBR

FY18 RTBR Budget	\$	700,000.00
FY 18 Construction Engineering and Testing	\$	50,000.00
FY 19 RTBR Design Engineering	\$	35,000.00
FY 18 Construction Budget	\$	615,000.00
Current Estimate based on Bid w/o TIF Projects	\$	547,835.88
	\$	67,164.12 AMOUNT UNDER BUDGET
Total Bid - Entire Project	\$	607,981.72
Total Bid - TIF Areas Only	\$	60,145.84

Center/Countryside Resurfacing

FY18 Center/Countryside Budget	\$	522,000.00
FY 18 Construction Engineering and Testing	\$	40,000.00
FY18 Center/Countryside Construction Budget	\$	482,000.00
Current Estimate based on Bid	\$	239,317.00
	\$	242,683.00 AMOUNT UNDER BUDGET

Kennedy Resurfacing

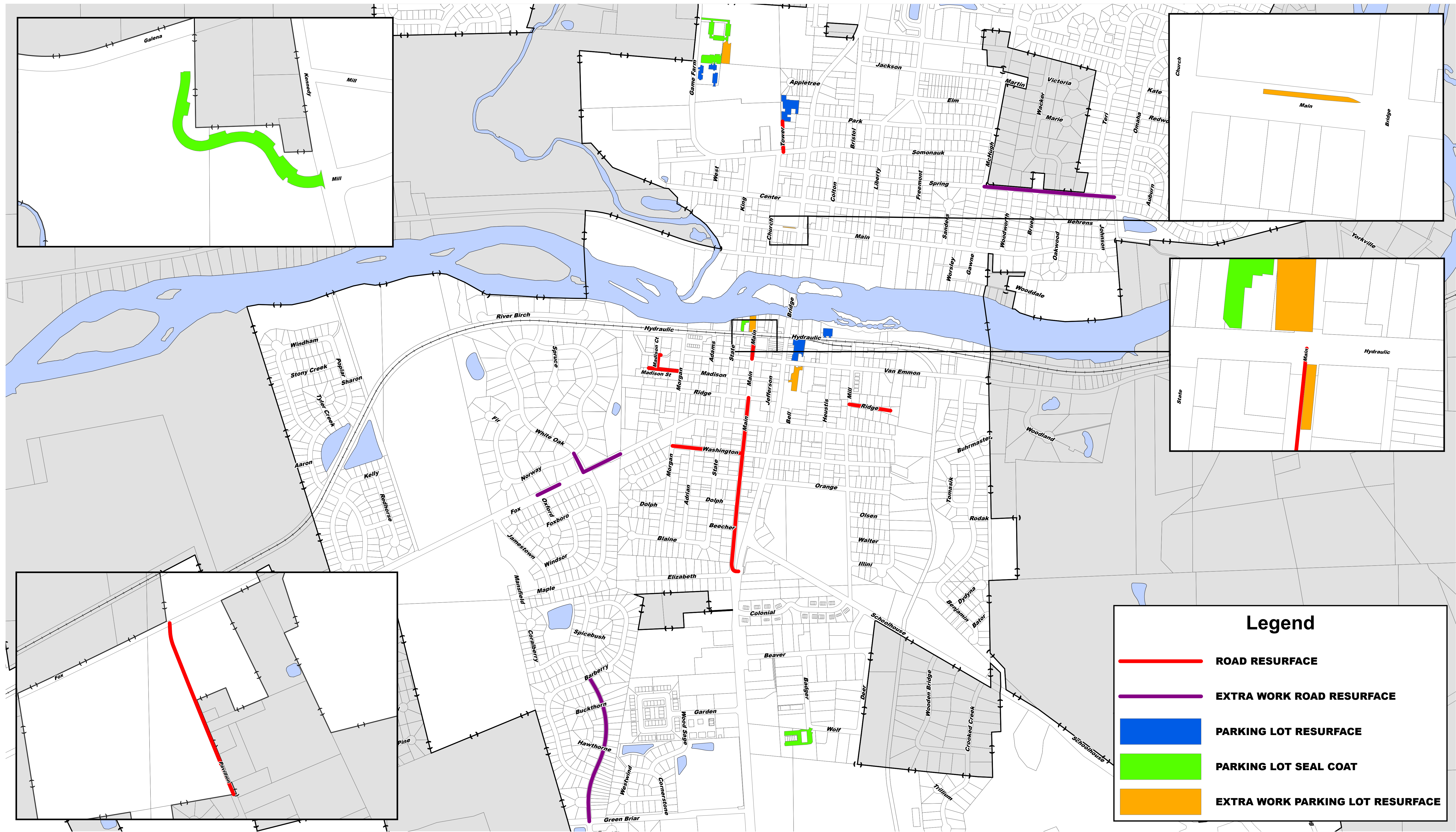
FY18 Kennedy Budget (Net)	\$	601,500.00
FY 18 Construction Engineering and Testing	\$	40,300.00
FY18 Kennedy Construction Budget	\$	561,200.00
Current Estimate based on Bid	\$	388,437.00
	\$	172,763.00 AMOUNT UNDER BUDGET
	\$	482,610.12 TOTAL AMOUNT UNDER BUDGET

Potential Projects

Walsh Drive (Greenbrier to W. Barberry Circle)	\$	186,000.00	Full Mill & Overlay
Spring Street (Quinsey to McHugh)	\$	91,500.00	Full Mill & Overlay
High School Parking Lot Portion	\$	51,000.00	Full Mill & Overlay
Fox Road	\$	28,000.00	Full Mill & Overlay
White Oak Way	\$	19,000.00	Full Mill & Overlay
Town Square Parking	\$	4,000.00	Overlay
Pavillion Road Streambank Stabilization	\$	50,000.00	Design / Construction (\$50k - FY18 and \$75k FY19)
Additional Design/Construction Engineering	\$	20,000.00	
Contingency	\$	33,000.00	
	\$	482,500.00	Sub-total

TIF Project Summary

East Alley Parking Lot	\$	35,000.00	Full Mill & Overlay (Included in base RTBR Contract)
Riverfront Park Parking Lot	\$	25,000.00	Full Mill & Overlay (Included in base RTBR Contract)
Main Street Parking	\$	4,500.00	Overlay
Old Second Bank Parking Lot	\$	57,500.00	Full Mill & Overlay
Parks and Rec Admin Parking Lot	\$	13,000.00	Overlay
	Sub-total \$	135,000.00	



Legend

- ROAD RESURFACE
- EXTRA WORK ROAD RESURFACE
- PARKING LOT RESURFACE
- PARKING LOT SEAL COAT
- EXTRA WORK PARKING LOT RESURFACE

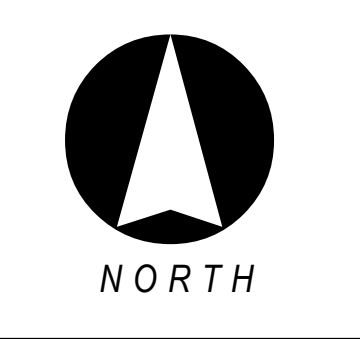
Engineering Enterprises, Inc.
 52 Wheeler Road
 Sugar Grove, Illinois 60554
 (630) 466-6700
 www.eeiweb.com

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

DATE:	JUNE 2017
PROJECT NO.:	YO1616
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2016\YO1616
FILE:	YO1616 PAVING 2017.MXD

LOCATION MAP
 UNITED CITY OF YORKVILLE, ILLINOIS

**2017 RTBR
 ROAD / PARKING LOT
 RESURFACE AND SEAL COAT - BASE BID**





Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Old Business #2

Tracking Number

PW 2017-51

Agenda Item Summary Memo

Title: Other Business Follow-Up

Meeting and Date: Public Works Committee – June 20, 2017

Synopsis: See attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None – Informational Item.

Council Action Requested: _____

Submitted by: Erin Willrett Administration
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Erin Willrett, Assistant City Administrator
CC:
Date: June 13, 2017
Subject: Other Business Follow-Up

Summary

Review of other business that was brought up at the May 16, 2017 Public Works Committee meeting.

Background

During the May 16, 2017 Public Works Committee meeting several items were discussed under “Other Business”. Below is an update of those items.

- 109/111 E Orange St Utility Pole and Line – Staff followed up with ComEd, Comcast and AT&T. All lines are off the old utility pole, except for AT&T lines. AT&T is scheduled to be out at the site on June 16th to begin the transfer of lines and removal and restoration of the old pole.
- Uneven Sidewalk on Van Emmon – The uneven sidewalk has been removed, replaced with new sidewalk, and landscaped as of June 9th.
- Asphalt Multi-Use Path near the Merlin store – Staff contacted Nicor who did the original patch. Nicor advised staff that the permanent repair will be completed the week of June 12th.
- Standing water at silos near railroad in the downtown – Staff followed up with the Omnitrax (IR Rail line) railroad. They are looking at their budget to see if they can provide a drain in this location. On May 22nd, staff created a swale from the elevator directly into the storm drain. This will direct the flow directly into the storm drain and not allow water to get into the parking lot. Staff also put sandbags around the storm sewer inlet. If this stays dry, staff will make a permanent repair to ensure that water does not get into the parking lot from Mill Street or the grain elevator. With the dry weather, staff has not been able to make a determination if this will absolve the issue.
- Stop sign at Heustis and Van Emmon – High reflectivity tape was placed on the stop bars on the roadway on Friday May 19th.
- Speed bumps in Heartland Circle – Bart followed up with an email to the concerned resident on June 1st after receiving staff input. Unfortunately, the City has not installed speed bumps or speed tables anywhere in the City. There are a number of issues related to traffic safety, traffic flow, cost to install and maintain that have not made speed bumps a part of our street inventory in Yorkville. He recommended that if the resident saw anyone speeding to call the non-emergency police line right away.
- Street lights at Countryside and Center Parkway – Staff checked on the street lights and found that the E. Kendall Street light is working. Countryside Parkway and Center Parkway street lights are on the punch list to be repaired as part of the Countryside watermain and road replacement project. Staff has not received a schedule on when they will be repaired. We will keep the committee informed when there is a tentative date.

Recommendation

Informational item only.