



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, March 19, 2019
6:00 p.m.
City Hall Conference Room
800 Game Farm Road, Yorkville, IL

Citizen Comments:

Minutes for Correction/Approval: February 19, 2019

New Business:

1. PW 2019-13 Snow Operations Report
2. PW 2019-14 Fox Highlands – Raintree Village Water Main Interconnect – Change Order No. 1
3. PW 2019-15 Church Street Sanitary Sewer Improvements – Engineering Agreement
4. PW 2019-16 2019 Road to Better Roads Program – Contract Award
5. PW 2019-17 Fox Hill Unit 7 – Easement Abrogation
6. PW 2019-18 Wyland National Mayors Challenge for Conservation
7. PW 2019-19 Hanging Baskets
8. PW 2019-20 Utility Box Art
9. PW 2019-21 Speed Sign Update

Old Business:

1. PW 2018-102 East Alley and Van Emmon

Additional Business:

2018/2019 City Council Goals – Public Works Committee		
Goal	Priority	Staff
“Road to Better Roads Funding”	5	Bart Olson, Eric Dhuse & Rob Fredrickson
“Water Planning”	6	Eric Dhuse & Brad Sanderson
“Municipal Building Needs & Planning”	7	Bart Olson, Eric Dhuse, Rob Fredrickson, Tim Evans & Erin Willrett
“Traffic Patrol”	9	Eric Dhuse & Rich Hart
“Whispering Meadows”	10	Bart Olson & Brad Sanderson
“Vehicle Replacement”	12	Bart Olson, Eric Dhuse, Rob Fredrickson, Rich Hart & Tim Evans
“Water Conservation Plan”	14	Eric Dhuse & Brad Sanderson
“Capital Improvement Plan”	16	Eric Dhuse, Rob Fredrickson & Brad Sanderson

UNITED CITY OF YORKVILLE
WORKSHEET
PUBLIC WORKS COMMITTEE
Tuesday, March 19, 2019
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. February 19, 2019

- ☐ Approved _____
- ☐ As presented
- ☐ With corrections

NEW BUSINESS:

1. PW 2019-13 Snow Operations Report

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

2. PW 2019-14 Fox Highlands – Raintree Village Water Main Interconnect – Change Order No. 1

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

3. PW 2019-15 Church Street Sanitary Sewer Improvements – Engineering Agreement

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

4. PW 2019-16 2019 Road to Better Roads Program – Contract Award

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

5. PW 2019-17 Fox Hill Unit 7 – Easement Abrogation

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

6. PW 2019-18 Wyland National Mayors Challenge for Conservation

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

7. PW 2019-19 Hanging Baskets

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

8. PW 2019-20 Utility Box Art

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

9. PW 2019-21 Speed Sign Update

☐ Moved forward to CC _____ consent agenda? Y N

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

OLD BUSINESS:

1. PW 2018-102 East Alley and Van Emmon

☐ 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 – February 19, 2019

Meeting and Date: Public Works Committee – March 19, 2019

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:

Have a question or comment about this agenda item?

Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at <http://www.yorkville.il.us/320/City-Council>

DRAFT

**UNITED CITY OF YORKVILLE
PUBLIC WORKS COMMITTEE
Tuesday, February 19, 2019, 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

Other City Officials

City Administrator Bart Olson

Engineer Brad Sanderson, EEI

Assistant City Administrator Erin Willrett

Public Works Director Eric Dhuse

Other Guests:

Mark Lewan, Rowdy's

Dan Thatcher, Rowdy's

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

Citizen Comments: None

At this time, Chairman Frieders paid tribute to those who were killed in the recent shooting in Aurora.

Previous Meeting Minutes: January 15, 2019

The minutes were approved as presented.

New Business:

1. PW 2019-09 Snow Operations Report

Mr. Dhuse said salt usage was almost 1,200 tons and a total of about 10,000 miles were driven by each the big trucks and smaller trucks. Additional salt was recently ordered and the state allocation has now been met. Mr. Olson noted that 40 tons of salt were sold to the school district at cost since they depleted their supply. Four trucks are in various stages of repair/operation. He said there are 9 plow routes and one truck is needed as a backup. The fleet of trucks will be considered as part of the budget proposals.

2. PW 2019-10 Water Department Reports for October, November, December 2018

Director Dhuse said there was nothing outstanding in the reports and Public Works continues to comply with EPA rules. Only two breaks were noted so far this year. These reports move to the Council consent agenda.

3. PW 2019-11 Downtown Train Track Gates

Mr. Olson said there was no repair or replacement update from the railroad following two high profile incidents in the last month including a gate malfunction and train malfunction. Alderman Milschewski asked about fines when the crossings are blocked and Mr. Olson said there is a fee structure, but he is unaware of the amounts. Chairman Frieders noted other traffic problems in general, on Rt. 47 and construction on Rt. 34 and said he had attended a Sugar Grove planning meeting last month. Mr. Olson noted that funding for Rt. 47 from Galena to Cross St. has been approved.

4. PW 2019-12 Windett Ridge Bond Release.

Developers have completed all the items except a shared use path repair for which they will pay cash to the city in lieu of repair. The repair is a short patch at a cost of \$3,200. Staff is OK with that decision and when the check is received, Mr. Sanderson recommended release of the maintenance bond. The HOA has been notified and a letter was also sent notifying them that they need to assume the trail maintenance this year. This moves to the Council consent agenda.

Old Business: None

1. PW 2018-102 East Alley and Van Emmon

The traffic issues resulting from drop-offs/pick-ups of students at YPAC was discussed at least month's meeting and this was brought back for further consideration. Mr. Olson said 4 options have been drafted stating the pros and cons, with the staff recommendation being option #3. After committee discussion, option #2 was determined to be the best solution with proper signage, repairs, striping, etc. Mr. Olson said a recommended light is not included in the cost estimate and that information will be brought to the next meeting. Another option is to place a light on the back of the Farm Bureau building. The construction will also be subject to an agreement with the owner of Imperial Investments.

Additional Business:

Ms. Milschewski noted a light burned out on the bridge.

There was no further business and the meeting was adjourned at 6:25pm.

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 2019-13

Agenda Item Summary Memo

Title: Snow Operations Report March 2019

Meeting and Date: Public Works Committee – March 19, 2019

Synopsis: Snow operations report from Feb 16th – March 11th

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational only

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
 From: Eric Dhuse, Director of Public Works
 CC: Bart Olson, Administrator
 Date: March 11, 2019
 Subject: March Snow Operations Report

Summary

Below please find the monthly report for snow removal operations. I have also included salt and brine data that we have gathered from our trucks.

Background

The PW and Parks Departments performed snow removal operations on February 17th and February 20th. These snow events were nothing out of the ordinary and were dealt with easily. Below, please find the spreadsheet which details the totals for the month.

Snow Event Date	2/14-3/11	MONTHLY TOTALS								
Date of Recording	3/11/2019									
Recorder	ED									
Route	Truck ID	Total Miles Driven	Average MPH	Lbs of Salt Used	Tons of Salt Used	Lbs of Salt/Mi.	Gallons of Brine Used	Gal Brine/Ton Salt	Salt Miles	Brine Miles
1	9	179.40	15.00	42292.00	21.15	458.00	325.00	15.37	107.00	107.00
2	27	134.40	7.20	29956.00	14.98	370.00	449.00	29.98	81.00	73.00
3	13	148.70	7.00	35533.00	17.77	395.00	405.00	22.80	90.00	90.00
4	23	189.40	8.00	44592.00	22.30	402.00	168.00	7.53	111.00	83.00
5	10	Shop	0.00		0.00	0.00				
6	28	115.30	5.00	39128.00	19.56	398.00	479.00	24.48	98.00	98.00
7	22		0.00		0.00					
8	11	189.00	11.00	35047.00	17.52	381.00	510.00	29.10	92.00	92.00
EVENT TOTALS		956	6.65	226548	113	343.43	2336	21.54	579	543
			Avg.			Avg.		Avg.		
Additional tons of salt estimated to be used by truck 22					20					
Additional tons of salt estimated to be used by one ton trucks					18					
TOTAL ESTIMATED SALT USAGE					151					

Fleet Status

Y10- was repaired, but not in time to plow. The cost was originally estimated at \$3500, came in at a little over \$5000. Needed more parts which took longer to replace.

Y 28 – Still have not taken to get repaired. Using as a salt truck until winter is over.

Y22 – Still trying to get all the parts needed to complete this truck. Did receive a few more, but not the main harness.

Y19 – Bent plow frame. Replaced damaged part, operational once more.

Recommendation

I would ask that this be placed on the March 19, 2019 Public Works Committee meeting as an informational item. If you have any questions or need further information, please let me know.



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" 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

New Business #2

Tracking Number

PW 2019-14

Agenda Item Summary Memo

Title: Fox Highlands-Raintree Village Water Main Interconnect

Meeting and Date: Public Works Committee – March 19, 2019

Synopsis: Consideration of Change Order No. 1

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at http://www.yorkville.il.us/gov_officials.php



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Erin Willrett, Assistant City Administrator
Krysti Barksdale-Noble, Community Dev. Dir.
Lisa Pickering, Deputy City Clerk

Date: March 19, 2019
Subject: Fox Highlands Water Main Interconnect

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

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

Background:

The United City of Yorkville and Innovative Underground, LLC entered into an agreement for a contract value of **\$292,304.00** for the above referenced project.

Questions Presented:

Should the City approve Change Order No. 1 which would **decrease** the contract amount by \$49,859.32.

Discussion:

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

We are recommending approval of the change order.

Action Required:

Consideration of approval of Change Order No. 1 in the amount of \$49,859.32

CHANGE ORDER

Order No. 1 (Balancing)

Date: March 4, 2019

Agreement Date: May 10, 2018

NAME OF PROJECT: Fox Highlands-Raintree Village Water Main Interconnect

OWNER: United City of Yorkville

CONTRACTOR: Vian Construction Co., Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. SEE ATTACHED

Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$292,304.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): \$292,304.00

The CONTRACT PRICE due to this CHANGE ORDER will be (~~increased~~) (decreased) by: \$49,859.32

The new CONTRACT PRICE including this CHANGE ORDER will be: \$242,444.68

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by 0 calendar days.

The date for completion of all work will be November 15, 2018

Justification

1-24) Changes per as-built quantities measured in the field.

Approvals Required

Requested by: Vian Construction Co., Inc.

Recommended by: Engineering Enterprises, Inc.

Accepted by: United City of Yorkville

CHANGE ORDER NO. 1 (BALANCE)
FOX HIGHLANDS-RAINTREE VILLAGE WATER MAIN INTERCONNECT
UNITED CITY OF YORKVILLE

ITEM NO.	ITEMS	UNIT	CONTRACT QUANTITY	UNIT PRICE	ADDITIONS		DEDUCTIONS	
					QUANTITY	COST	QUANTITY	COST
1	WATER MAIN, 8-INCH D.I.P, CLASS 52, WITH POLYETHYLENE WRAP	FOOT	1,010	\$ 108.00	0	\$ -	85.5	\$ 9,234.00
2	WATER MAIN PROTECTION, PVC, C-900, 12-INCH	FOOT	188	\$ 40.00	0	\$ -	48	\$ 1,920.00
3	DUCTILE IRON FITTINGS	LB	740	\$ 5.00	0	\$ -	172	\$ 860.00
4	WATER SERVICE CONNECTION, 1-INCH	EACH	1	\$ 1,200.00	0	\$ -	1	\$ 1,200.00
5	WATER SERVICE PIPE, 1-INCH TYPE K COPPER	FOOT	25	\$ 56.00	0	\$ -	25	\$ 1,400.00
6	FOUNDATION MATERIAL	CUYD	250	\$ 22.00	0	\$ -	250	\$ 5,500.00
7	EXPLORATORY EXCAVATION	EACH	4	\$ 300.00	0	\$ -	1	\$ 300.00
8	BITUMINOUS MATERIALS (TACK COAT)	LB	3812	\$ 2.00	0	\$ -	3197	\$ 6,394.00
9	HOT-MIX ASPHALT PAVEMENT REMOVAL	SQYD	1,540	\$ 4.00	11	\$ 44.00	0	\$ -
10	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	230	\$ 126.00	0	\$ -	9.7	\$ 1,222.20
11	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	140	\$ 88.00	15.37	\$ 1,352.56	0	\$ -
12	ROADWAY EDGE CRACK SEALING	FOOT	2000	\$ 2.00	53.5	\$ 107.00	0	\$ -
13	SIDEWALK REMOVAL AND REPLACEMENT	SQFT	225	\$ 10.00	0	\$ -	225	\$ 2,250.00
14	COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	55	\$ 48.00	0	\$ -	27	\$ 1,296.00
15	PCC DRIVEWAY REMOVAL AND REPLACEMENT	SQYD	30	\$ 88.00	0	\$ -	30	\$ 2,640.00
16	SANITARY SERVICE REPAIR, PVC SDR-26, D-2241, 6-INCH	EACH	2	\$ 400.00	0	\$ -	2	\$ 800.00
17	STORM SEWER REPAIR, RCP, 12-INCH	FOOT	60	\$ 65.00	0	\$ -	60	\$ 3,900.00
18	STORM SEWER REPAIR, RCP, 15-INCH	FOOT	10	\$ 70.00	0	\$ -	10	\$ 700.00
19	STORM SEWER REPAIR, RCP, 30-INCH	FOOT	10	\$ 375.00	0	\$ -	10	\$ 3,750.00
20	RESTORATION	SQYD	90	\$ 45.00	85.2	\$ 3,834.00	0	\$ -
21	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL, TYPE 1	TON	50	\$ 50.00	0	\$ -	50	\$ 2,500.00
22	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL, TYPE 2	TON	50	\$ 50.00	0	\$ -	50	\$ 2,500.00
23	PERIMETER EROSION BARRIER	FOOT	200	\$ 4.00	0	\$ -	200	\$ 800.00
24	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	10000	\$ 1.00	0	\$ -	6030.68	\$ 6,030.68

TOTAL ADDITIONS = \$ 5,337.56

TOTAL DEDUCTIONS = \$ (55,196.88)

ORIGINAL CONTRACT PRICE:	\$	292,304.00
CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS:	\$	292,304.00
AMOUNT OF CURRENT CHANGE ORDER:		(\$49,859.32)
NEW CONTRACT PRICE:	\$	242,444.68



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 type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #3

Tracking Number

PW 2019-15

Agenda Item Summary Memo

Title: Church Street Sanitary Sewer Improvements – Engineering Agreement

Meeting and Date: Public Works Committee – March 19, 2019

Synopsis: Please see attached.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

**Church Street Sanitary Sewer Improvements
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 sanitary sewer rehabilitation and lining on Church Street (see Exhibit 5 for project limits). Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

B. Term:

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

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Exhibit 3. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$13,215 and Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$15,999. The hourly rates for this project are shown in the attached 2018 Standard Schedule of Charges (Exhibit 6). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

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

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

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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

*Church Street Sanitary Sewer Improvements
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:** Location Map
- Exhibit 6:** 2018 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 _____, 2019.

United City of Yorkville:

Engineering Enterprises, Inc.:

Gary Golinski
Mayor

Brad Sanderson, P.E.
Vice President

Beth Warren
City Clerk

Angie Smith
Executive Assistant

EXHIBIT 1

SECTION A - PROFESSIONAL DESIGN ENGINEERING SERVICES

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

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

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

9. The ENGINEER will complete the final plans, specifications and contract documents and submit for approval of the OWNER, and all State regulatory agencies to meet the project schedule(s) as summarized in Exhibit 4: “Anticipated Project Schedule – Church Street Sanitary Sewer Improvements” dated February 19, 2019.

SECTION B - PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES

The ENGINEER shall furnish professional construction engineering services as follows:

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

5. The ENGINEER will provide general engineering review of the work of the contractor(s) as construction progresses to ascertain that the 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 6: Standard Schedule of Charges dated January 1, 2018.

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 – Church Street Sanitary Sewer Improvements" dated February 19, 2019.

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

SECTION C – COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for professional design engineering services in the amount of \$13,215 (FF) as summarized on Exhibit 3: “Estimate of Level of Effort and Associated Cost for Professional Engineering Services for Church Street Sanitary Sewer Improvements” dated February 19, 2019.
 - (a) The compensation for the professional design engineering services shall be payable as follows:
 - (1) A sum which does not exceed ninety percent (90%) of the total compensation payable under Section C-1 shall be paid in monthly increments for work actually completed and invoiced, for grant administration and for the preparation and submission to the OWNER and/or IEPA of the construction drawings, specifications, cost estimates and contract documents.
 - (2) A sum which, together with the compensation paid pursuant to Section C-1(a)(1) above, equals one hundred percent (100%) of the total compensation due and payable in accord with Section C-1 above, shall be due immediately after the award of construction contract(s) is approved by the corporate authorities.
2. The OWNER shall compensate the ENGINEER for the construction administration, construction staking, construction observation (including the Resident Construction Observer), and any additional consultation and surveying services on the basis of Hourly Rates (HR) as described on the attached Exhibit 6: Standard Schedule of Charges dated January 1, 2018. The estimated values are included in Exhibit 3: “Estimate of Level of Effort and Associated Cost for Professional Engineering Services for Church Street Sanitary Sewer

Improvements” dated February 19, 2019 and are estimated at \$15,999 Hourly (HR).

(a) The compensation for the construction administration, construction staking, construction observation (including the Resident Construction Observer), and any additional consultation and surveying services shall be payable as follows:

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

3. The OWNER shall compensate the ENGINEER for direct expenses as identified in the contract and as noted on Exhibit 3 at the actual cost or hourly cost for the work completed.

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

4. The compensation for any additional engineering services authorized by the OWNER pursuant to Section D shall be payable as follows:

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

SECTION D – ADDITIONAL ENGINEERING SERVICES

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

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

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

Payment for the services specified in this Section E shall be as agreed in writing between the OWNER and the ENGINEER prior to commencement of the work. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period,

the same to be due and payable by OWNER to the ENGINEER on or before the 10th day of the following period. Payment for services noted in D shall be at Actual Cost (AC), Fixed Fee (FF) or Hourly (HR).

SECTION E - SPECIAL PROVISIONS

1. OWNER'S RESPONSIBILITIES

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

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

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

6. ~~Access to Records:~~

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

(d) ~~The ENGINEER agrees to the disclosure of all information and reports resulting from access to records pursuant to subsection E 6(b) above, to the Agency. Where the audit concerns the ENGINEER, the auditing agency shall afford the ENGINEER an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.~~

(e) ~~Records under subsection E 6(b) above shall be maintained and made available during performance on Agency loan work under this agreement and until three years from date of final Agency loan audit for the project. In addition, those records which relate to any "dispute" appeal under an Agency loan agreement, or litigation, or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.~~

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

8. ~~Covenant Against Contingent Fees The loan recipient warrants that no person or agency has been employed or retained to solicit or secure a PWSLP loan upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Agency shall have the right to annul the loan or to deduct from the loan or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.~~

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

EXHIBIT 2

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

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

- (b) Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
- (c) Liaison:
 - (1) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist him in understanding the intent of the Contract Documents.
 - (2) Assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.
 - (3) As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required at the job site for proper erection of the work.
- (d) Shop Drawings and Samples:
 - (2) Receive and record date of receipt of Shop Drawings and samples.
 - (3) Receive samples which are furnished at the site by contractor, and notify ENGINEER of their availability for examination.
 - (3) Advise ENGINEER and contractor or its superintendent immediately of the commencement of any work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.
- (e) Review of Work, Rejection of Defective Work, Inspections and Tests:

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

(h) Records:

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

(i) Reports:

- (1) Furnish ENGINEER periodic reports as required of progress of the work and contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.
- (2) Consult with ENGINEER in advance of schedule major tests, inspections or start of important phases of the work.

- (3) Report immediately to ENGINEER upon the occurrence of any accident.
- (j) Payment Requisitions: Review applications for payment with contractor for compliance with the established procedure for their submission and forward them with recommendations to ENGINEER, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
- (k) Certificates, Maintenance and Operating Manuals: During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed; and deliver this material to ENGINEER for his review and forwarding to OWNER prior to final acceptance of the work.
- (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
CHURCH STREET SANITARY SEWER IMPROVEMENTS
 United City of Yorkville, IL
 February 13, 2019

WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING				SURVEYING			DRAFTING			ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM	
		PROJECT ROLE:	PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER I	PROJECT ENGINEER	PROJECT MANAGER	SENIOR PROJECT SURVEYOR II	PROJECT TECHNICIAN	CAD MANAGER	SENIOR PROJECT TECHNICIAN I	GIS TECHNICIAN	ADMIN.			
		HOURLY RATE:	\$197	\$191	\$149	\$137	\$173	\$160	\$149	\$149	\$137	\$72	\$70			
FINAL ENGINEERING																
2.1	Project Management and Administration		1	4	3									8	\$	1,408
2.2	Project Meetings		1	3	4									8	\$	1,366
2.3	Bid Package, Specifications and Estimates		-	4	40					6		-		50	\$	7,618
2.4	Bidding and Contracting		-	4	11								6	21	\$	2,823
Final Engineering Subtotal:			2	15	58	-	-	-	-	6	-	-	6	87	\$	13,215
CONSTRUCTION ENGINEERING																
3.1	Contract Administration		-	12	14									26	\$	4,378
3.2	Construction Layout and Record Drawings		-	1	3		4		15					23	\$	3,565
3.3	Observation and Documentation		-	4	48								2	54	\$	8,056
Construction Engineering Subtotal:			-	17	65	-	4	-	15	-	-	-	2	103	\$	15,999
PROJECT TOTAL:			2	32	123	-	4	-	15	6	-	-	8	190		29,214

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

LABOR SUMMARY	
Engineering Expenses =	\$ 24,833
Surveying Expenses =	\$ 2,927
Drafting Expenses =	\$ 894
Administrative Expenses =	\$ 560
TOTAL LABOR EXPENSES =	\$ 29,214

TOTAL EXPENSES =	\$ 29,214
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G:\Public\Yorkville\2018\YO1803-P Church Street Sanitary Sewer Improvements\PSA\03 Exhibit 3 - Level of Effort.xls\Fee Summary









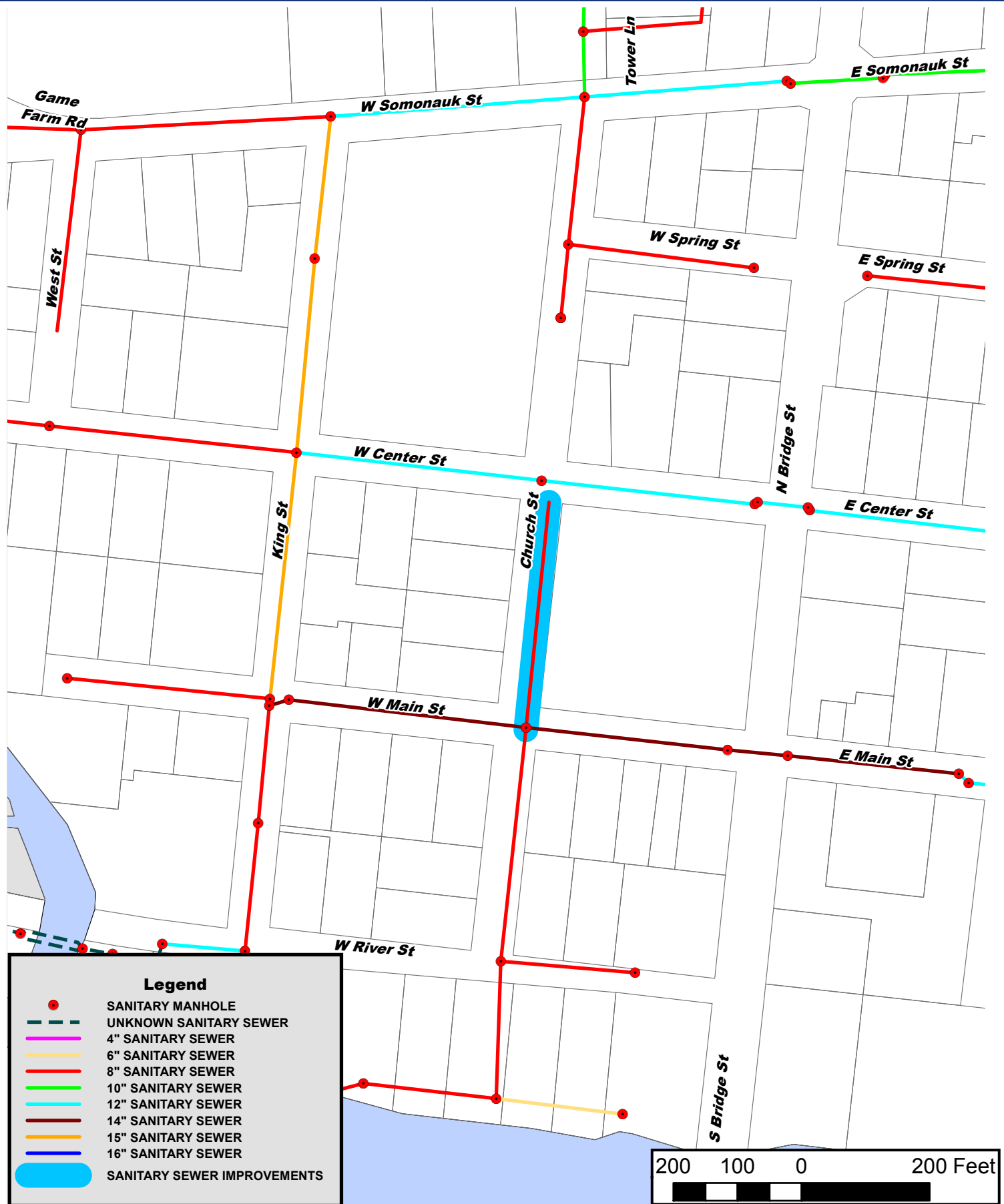
Outstanding Service ~ Every Client ~ Every Day

EXHIBIT 4
ANTICIPATED PROJECT SCHEDULE
 CHURCH STREET SANITARY SEWER IMPROVEMENTS
 UNITED CITY OF YORKVILLE, IL
 February 19, 2019

WORK ITEM NO.	WORK ITEM	Year:	2019																																															
		Month:	January				February				March				April				May				June				July				August				September				October											
		Week Starting:	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4								
FINAL DESIGN ENGINEERING																																																		
2.1	Project Management and Administration																																																	
2.2	Project Meetings																																																	
2.3	Bid Package, Specifications and Estimates																																																	
2.4	Bidding and Contracting																																																	
CONSTRUCTION ENGINEERING																																																		
3.1	Contract Administration																																																	
3.2	Construction Layout and Record Drawings																																																	
3.3	Observation and Documentation																																																	

G:\Public\Yorkville\2019\YO1903-P Church Street Sanitary Sewer Improvements\PSA\4. Exhibit 4 - Schedule.xls\Schedule

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



Engineering Enterprises, Inc.

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

DATE: FEBRUARY 2019
PROJECT NO.: YO1903
BY: MJT
PATH: H:\GIS\PUBLIC\YORKVILLE\2019\
FILE: YO1903_Church St. PSA.MXD

LOCATION MAP





Standard Schedule of Charges

January 1, 2018

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$202.00
Principal	E-3	\$197.00
Senior Project Manager	E-2	\$191.00
Project Manager	E-1	\$173.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$160.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$149.00
Project Engineer/Planner/Surveyor	P-4	\$137.00
Senior Engineer/Planner/Surveyor	P-3	\$125.00
Engineer/Planner/Surveyor	P-2	\$114.00
Associate Engineer/Planner/Surveyor	P-1	\$103.00
Senior Project Technician II	T-6	\$149.00
Senior Project Technician I	T-5	\$137.00
Project Technician	T-4	\$125.00
Senior Technician	T-3	\$114.00
Technician	T-2	\$103.00
Associate Technician	T-1	\$ 90.00
Engineering/Land Surveying Intern	I-1	\$ 84.00
GIS Technician	G-1	\$ 72.00
Administrative Assistant	A-3	\$ 70.00

CREW RATES, VEHICLES AND REPROGRAPHICS

1 Man Field Crew with Standard Survey Equipment	\$163.00
2 Man Field Crew with Standard Survey Equipment	\$254.00
1 Man Field Crew with RTS or GPS *	\$202.00
2 Man Field Crew with RTS or GPS *	\$293.00
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



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 type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #4

Tracking Number

PW 2019-16

Agenda Item Summary Memo

Title: 2019 Road to Better Roads Program

Meeting and Date: Public Works Committee – March 19, 2019

Synopsis: 2019 Roads to Better Roads - Recommendation to Award

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Contract Award

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: March 11, 2019
Subject: 2019 Roads to Better Roads Program

Bids were received, opened and tabulated for work to be done on the 2019 Roads to Better Roads Program at 11:30 a.m., March 11, 2019. Representatives of contractors bidding the project, the City, and our firm were in attendance. A tabulation of the bids and the engineer's estimate is attached for your information and record. The low bid was \$624,997.07 of which \$587,224.15 is the City share and \$37,772.92 is the Bristol Township share. Breakdowns for the City share and Township share of the project are attached for your information and record. The low bid was 14.1% below our engineer's estimate and within the FY2020 budget.

We recommend the acceptance of the bid and approval of award be made to the low bidder, D Construction, Co., 1488 S Broadway Street, Coal City, IL 60416 in the amount of **\$624,997.07**.

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



**BID TABULATION
2019 ROAD PROGRAM
UNITED CITY OF YORKVILLE**

		BID TABULATION BIDS RECD 3/11/2019		D CONSTRUCTION 1488 S. Broadway Coal City, IL 60416		BUILDERS PAVING, LLC 4413 Roosevelt Road, Suite 108 Hillside, IL 60162		GENEVA CONSTRUCTION P.O. Box 998 Aurora, IL 60507		CURRAN CONTRACTING 286 Memorial Ct. Crystal Lake, IL 60014		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	3015.0	\$ 0.01	\$ 30.15	\$ 5.00	\$ 15,075.00	\$ 0.75	\$ 2,261.25	\$ 0.01	\$ 30.15	\$0.20	\$ 603.00
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	615.0	\$ 10.00	\$ 6,150.00	\$ 20.00	\$ 12,300.00	\$ 5.00	\$ 3,075.00	\$ 12.50	\$ 7,687.50	\$10.00	\$ 6,150.00
40600625	LEVELING BINDER (MACHINE METHOD), N50	TON	2,253.0	\$ 63.00	\$ 141,939.00	\$ 68.00	\$ 153,204.00	\$ 69.50	\$ 156,583.50	\$ 73.00	\$ 164,469.00	\$65.00	\$ 146,445.00
40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	3,378.0	\$ 63.00	\$ 212,814.00	\$ 65.00	\$ 219,570.00	\$ 70.00	\$ 236,460.00	\$ 73.00	\$ 246,594.00	\$65.00	\$ 219,570.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	2,567.0	\$ 6.25	\$ 16,043.75	\$ 6.15	\$ 15,787.05	\$ 6.90	\$ 17,712.30	\$ 6.15	\$ 15,787.05	\$7.00	\$ 17,969.00
42400800	DETECTABLE WARNINGS	SQ FT	168.0	\$ 25.00	\$ 4,200.00	\$ 30.00	\$ 5,040.00	\$ 25.00	\$ 4,200.00	\$ 30.00	\$ 5,040.00	\$25.00	\$ 4,200.00
X4401198	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	40,175.0	\$ 1.45	\$ 58,253.75	\$ 1.44	\$ 57,852.00	\$ 1.75	\$ 70,306.25	\$ 1.70	\$ 68,297.50	\$2.50	\$ 100,437.50
44000600	SIDEWALK REMOVAL	SQ FT	2,937.0	\$ 2.00	\$ 5,874.00	\$ 2.10	\$ 6,167.70	\$ 1.10	\$ 3,230.70	\$ 2.10	\$ 6,167.70	\$2.00	\$ 5,874.00
44201670	CLASS D PATCHES, TYPE I, 2 INCH	SQ YD	875.0	\$ 25.00	\$ 21,875.00	\$ 20.00	\$ 17,500.00	\$ 24.00	\$ 21,000.00	\$ 35.50	\$ 31,062.50	\$20.00	\$ 17,500.00
44201672	CLASS D PATCHES, TYPE II, 2 INCH	SQ YD	875.0	\$ 23.00	\$ 20,125.00	\$ 18.50	\$ 16,187.50	\$ 22.00	\$ 19,250.00	\$ 31.00	\$ 27,125.00	\$20.00	\$ 17,500.00
44201674	CLASS D PATCHES, TYPE III, 2 INCH	SQ YD	875.0	\$ 22.00	\$ 19,250.00	\$ 17.00	\$ 14,875.00	\$ 18.00	\$ 15,750.00	\$ 27.00	\$ 23,625.00	\$20.00	\$ 17,500.00
44201676	CLASS D PATCHES, TYPE IV, 2 INCH	SQ YD	1,744.0	\$ 20.00	\$ 34,880.00	\$ 15.50	\$ 27,032.00	\$ 17.00	\$ 29,648.00	\$ 23.00	\$ 40,112.00	\$20.00	\$ 34,880.00
60255500	MANHOLES TO BE ADJUSTED	EACH	3.0	\$ 400.00	\$ 1,200.00	\$ 510.00	\$ 1,530.00	\$ 450.00	\$ 1,350.00	\$ 950.00	\$ 2,850.00	\$500.00	\$ 1,500.00
60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	10.0	\$ 550.00	\$ 5,500.00	\$ 770.00	\$ 7,700.00	\$ 800.00	\$ 8,000.00	\$ 1,200.00	\$ 12,000.00	\$800.00	\$ 8,000.00
X6026050	SANITARY MANHOLES TO BE ADJUSTED	EACH	1.0	\$ 550.00	\$ 550.00	\$ 990.00	\$ 990.00	\$ 750.00	\$ 750.00	\$ 1,200.00	\$ 1,200.00	\$900.00	\$ 900.00
X6026056	SANITARY MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	1.0	\$ 700.00	\$ 700.00	\$ 1,261.75	\$ 1,261.75	\$ 1,100.00	\$ 1,100.00	\$ 1,500.00	\$ 1,500.00	\$1,200.00	\$ 1,200.00
60260100	INLETS TO BE ADJUSTED	EACH	29.0	\$ 350.00	\$ 10,150.00	\$ 250.00	\$ 7,250.00	\$ 300.00	\$ 8,700.00	\$ 225.00	\$ 6,525.00	\$400.00	\$ 11,600.00
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	464.0	\$ 4.95	\$ 2,296.80	\$ 4.00	\$ 1,856.00	\$ 4.00	\$ 1,856.00	\$ 4.50	\$ 2,088.00	\$4.50	\$ 2,088.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	20,527.0	\$ 0.52	\$ 10,674.04	\$ 0.57	\$ 11,700.39	\$ 0.57	\$ 11,700.39	\$ 0.48	\$ 9,852.96	\$0.80	\$ 16,421.60
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	452.0	\$ 1.37	\$ 619.24	\$ 0.75	\$ 339.00	\$ 0.75	\$ 339.00	\$ 1.25	\$ 565.00	\$1.20	\$ 542.40
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	960.0	\$ 2.75	\$ 2,640.00	\$ 2.00	\$ 1,920.00	\$ 2.00	\$ 1,920.00	\$ 2.50	\$ 2,400.00	\$2.40	\$ 2,304.00



**BID TABULATION
2019 ROAD PROGRAM
UNITED CITY OF YORKVILLE**

		BID TABULATION BIDS RECD 3/11/2019		D CONSTRUCTION 1488 S. Broadway Coal City, IL 60416		BUILDERS PAVING, LLC 4413 Roosevelt Road, Suite 108 Hillside, IL 60162		GENEVA CONSTRUCTION P.O. Box 998 Aurora, IL 60507		CURRAN CONTRACTING 286 Memorial Ct. Crystal Lake, IL 60014		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	98.0	\$ 5.50	\$ 539.00	\$ 4.00	\$ 392.00	\$ 4.00	\$ 392.00	\$ 5.00	\$ 490.00	\$4.50	\$ 441.00
78300200	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	EACH	210.0	\$ 7.00	\$ 1,470.00	\$ 6.70	\$ 1,407.00	\$ 4.35	\$ 913.50	\$ 10.00	\$ 2,100.00	\$15.00	\$ 3,150.00
X2520700	SODDING, SPECIAL	SQ YD	462.0	\$ 15.00	\$ 6,930.00	\$ 17.16	\$ 7,927.92	\$ 15.16	\$ 7,003.92	\$ 26.70	\$ 12,335.40	\$20.00	\$ 9,240.00
20101700	SUPPLEMENTAL WATERING	UNIT	10.0	\$ 1.00	\$ 10.00	\$ 20.00	\$ 200.00	\$ 20.00	\$ 200.00	\$ 125.00	\$ 1,250.00	\$300.00	\$ 3,000.00
XX006172	ROUTING AND SEALING CRACKS	FOOT	18,438.0	\$ 0.43	\$ 7,928.34	\$ 0.39	\$ 7,190.82	\$ 0.39	\$ 7,190.82	\$ 0.88	\$ 16,225.44	\$2.50	\$ 46,095.00
XX004774	BRICK DRIVEWAY REMOVAL AND REPLACEMENT	SQ FT	36.0	\$ 50.00	\$ 1,800.00	\$ 14.00	\$ 504.00	\$ 14.00	\$ 504.00	\$ 55.00	\$ 1,980.00	\$50.00	\$ 1,800.00
Z0004562	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	873.0	\$ 35.00	\$ 30,555.00	\$ 35.75	\$ 31,209.75	\$ 33.00	\$ 28,809.00	\$ 34.75	\$ 30,336.75	\$35.00	\$ 30,555.00
	TOTAL BASE BID (Items 1 - 28)				624,997.07		643,968.88		660,205.63		739,695.95		\$ 727,465.50

% BELOW/ABOVE ENGINEER'S ESTIMATE

-14.09%

-11.48%

-9.25%

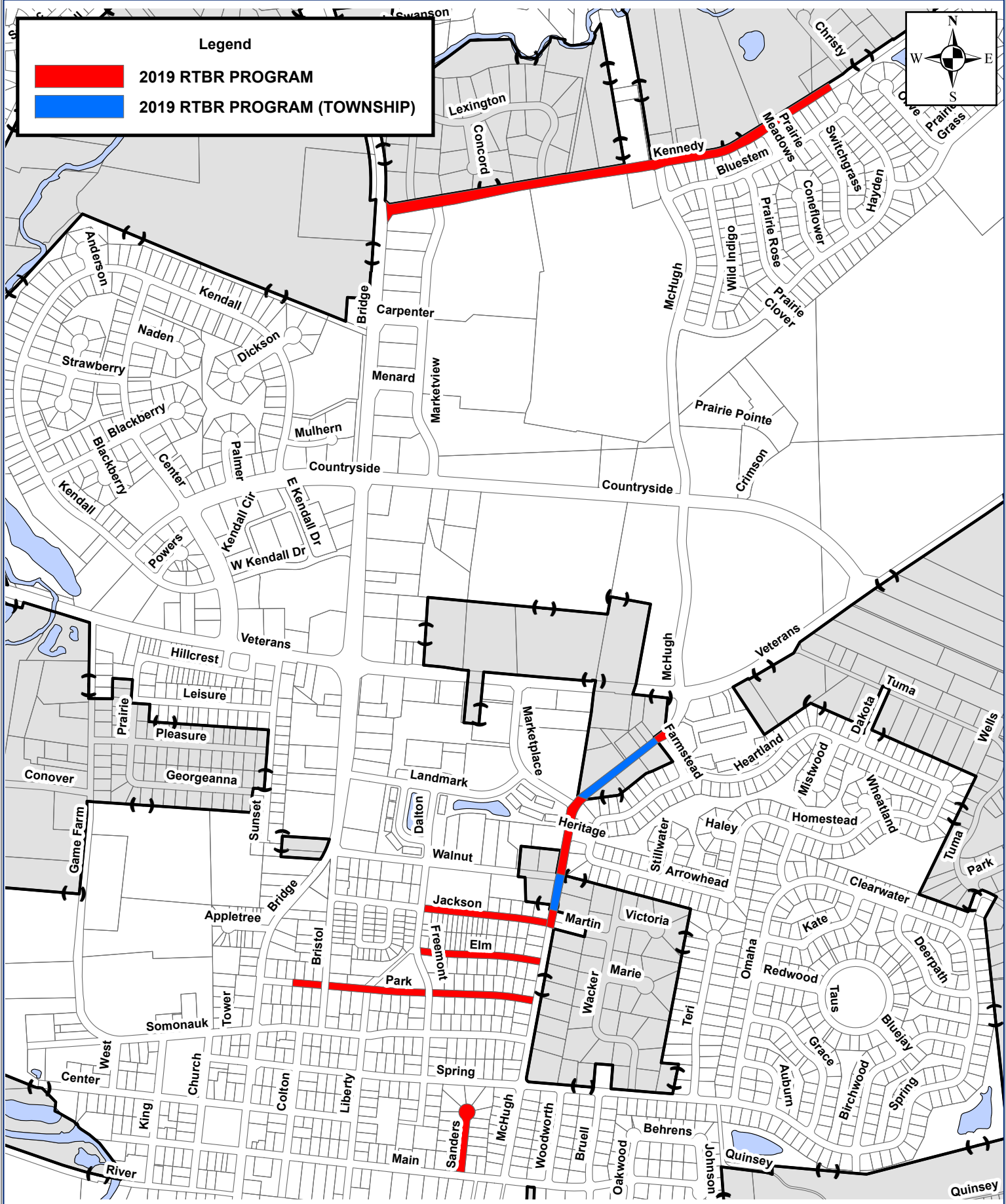
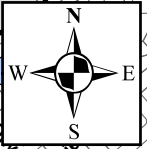
1.68%

Legend



2019 RTBR PROGRAM

2019 RTBR PROGRAM (TOWNSHIP)



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: JANUARY 2019
PROJECT NO.: YO1842
BY: MJT
PATH: H:\GIS\PUBLIC\YORKVILLE\2018\
FILE: YO1842_2018 Road Program.MXD

PROPOSED 2019 RTBR PROGRAM
LOCATION MAP





Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" 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"/>

Agenda Item Number

New Business #5

Tracking Number

PW 2019-17

Agenda Item Summary Memo

Title: Fox Hill Unit 7 – Easement Abrogation

Meeting and Date: Public Works Committee – March 19, 2019

Synopsis: Consideration of Easement Abrogation Acceptance

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Acceptance

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville,
tweet us at @CityofYorkville, and/or contact any of your elected officials at <http://www.yorkville.il.us/320/City-Council>



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: March 7, 2019
Subject: Fox Hill Unit 7 – Plat of Easement Abrogation

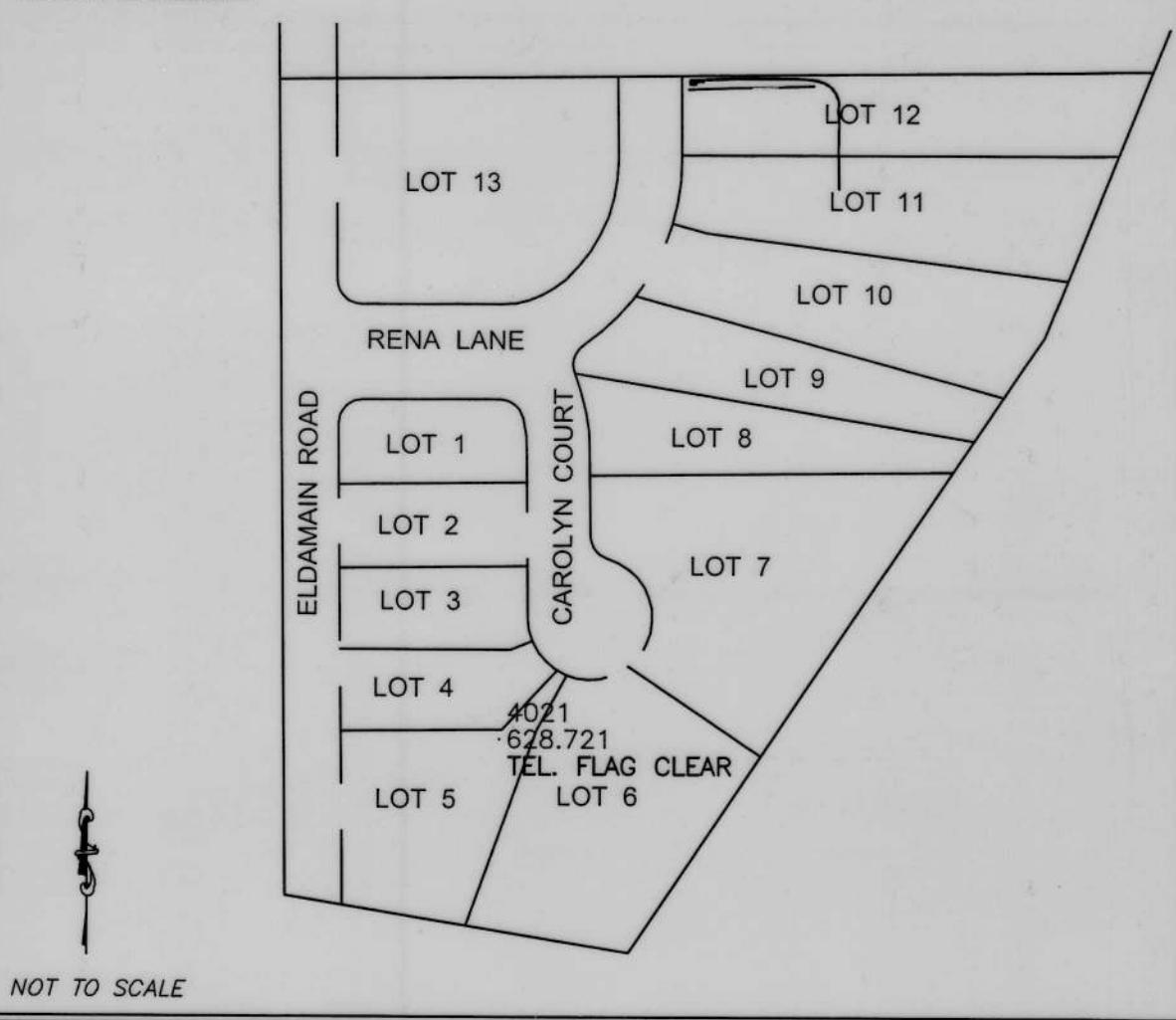
An easement abrogation (vacation) from the drainage and utility easements are needed within the Fox Hill Unit 7 development. There are two areas where this affects.

A small portion of the building on lot 5 encroaches onto the easement. The City does not have any utilities in this easement nor should it in the future. Staff supports and recommends acceptance of the easement abrogation.

Abrogating a small portion of the easement on lot 12 will allow for the owner to construct a short retaining wall to reduce the slope between lot 12 and the stormwater management facility. The City does not have any utilities in this easement nor should it in the future. Staff supports and recommends acceptance of the easement abrogation.

A draft of the easement abrogation is attached.

VICINITY MAP



PLAT OF EASEMENT ABROGATION

OF PORTIONS OF UTILITY EASEMENTS IN FOX HILL UNIT 7 PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED DECEMBER 15TH, 2004 AS DOCUMENT 200400034965 IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

RECORDER'S CERTIFICATE

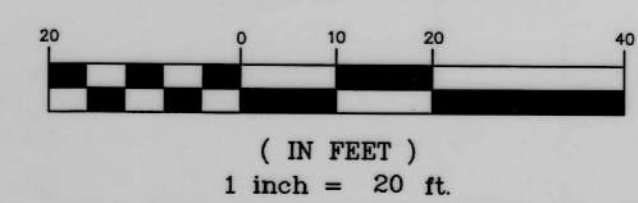
STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.
THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE
RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS.
THIS _____ DAY OF _____, 20____, AT _____ O'CLOCK _____ M.

KENDALL COUNTY RECORDER

HATCH LEGEND

DRAINAGE & UTILITY EASEMENT (D&U.E.)
HEREBY ABROGATED

GRAPHIC SCALE



PINs: 02-30-117-012
02-30-117-055

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.
I, THE UNDERSIGNED, AS CITY ENGINEER OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THIS DOCUMENT IS APPROVED UNDER MY OFFICES THIS _____ DAY OF _____, A.D., 20____.

CITY ENGINEER

PLEASE TYPE/PRINT NAME

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.
APPROVED THIS _____ DAY OF _____, A.D.,
20____ BY THE CITY COUNCIL OF THE UNITED CITY OF YORKVILLE,
PURSUANT TO ORDINANCE/RESOLUTION NUMBER _____.

BY: _____
MAYORATTEST: _____
CITY CLERK

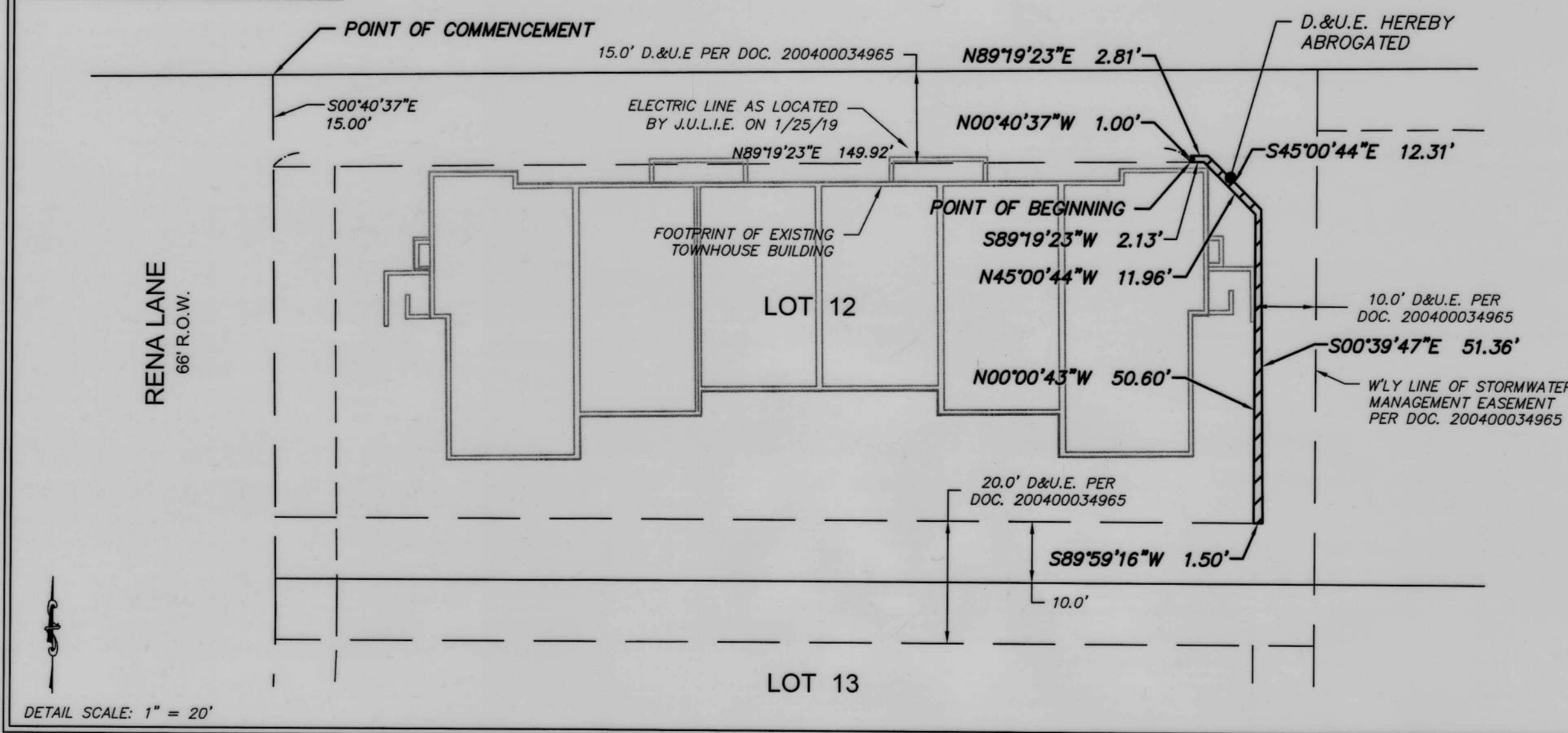
NOTES:

- * This map was created for use as Plat of Abrogation.
- * 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.

3/4/2019 12:35:56 PM

J:\2018\181081\Survey\DWGs\POA-181081_Easement_Abrogation_REV2.dwg

LOT 12 ABROGATION DETAIL



DETAIL SCALE: 1" = 20'

DESCRIPTION OF EASEMENTS TO ABROGATED

PORTION OF LOT 5

A PORTION OF AN EASEMENT UPON LOT 5 IN FOX HILL UNIT 7 PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED DECEMBER 15TH, 2004 AS DOCUMENT 200400034965, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHERLY MOST CORNER OF LOT 5 IN SAID FOX HILL UNIT 7; THENCE SOUTH 42 DEGREES 51 MINUTES 32 SECONDS WEST, ALONG A NORTHERLY LINE OF SAID LOT 5, 33.64 FEET; THENCE SOUTH 00 DEGREES 40 MINUTES 37 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LOT 5, 15.00 FEET TO THE SOUTHERLY LINE OF A 20 FOOT WIDE DRAINAGE AND UTILITY EASEMENT, GRANTED UPON SAID FOX HILL UNIT 7 FOR A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 19 MINUTES 23 SECONDS WEST, ALONG SAID SOUTHERLY LINE, 7.38 FEET; THENCE NORTH 19 DEGREES 03 MINUTES 10 SECONDS EAST, 2.49 FEET; THENCE SOUTH 70 DEGREES 56 MINUTES 50 SECONDS EAST, 6.95 FEET TO SAID POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

PORTION OF LOT 12

A PORTION OF AN EASEMENT UPON LOT 12 IN FOX HILL UNIT 7 PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED DECEMBER 15TH, 2004 AS DOCUMENT 200400034965, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWESTERLY CORNER OF LOT 12 IN SAID FOX HILL UNIT 7; THENCE SOUTH 00 DEGREES 40 MINUTES 37 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LOT 12, 15.00 FEET TO THE SOUTHERLY LINE OF A 15 FOOT WIDE DRAINAGE AND UTILITY EASEMENT, GRANTED PER SAID FOX HILL UNIT 7; THENCE NORTH 89 DEGREES 19 MINUTES 23 SECONDS EAST, ALONG SAID SOUTHERLY LINE, 149.92 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00 DEGREES 40 MINUTES 37 SECONDS WEST, PERPENDICULAR TO SAID SOUTHERLY LINE, 1.00 FEET; THENCE NORTH 89 DEGREES 19 MINUTES 23 SECONDS EAST, PARALLEL WITH SAID SOUTHERLY LINE, 2.81 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 44 SECONDS EAST, 12.31 FEET; THENCE SOUTH 00 DEGREES 39 MINUTES 47 SECONDS EAST, 51.36 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 18 SECONDS WEST, 1.50 FEET TO THE WESTERLY LINE OF A 10 FOOT WIDE EASEMENT, GRANTED PER SAID FOX HILL UNIT 7; THENCE NORTH 00 DEGREES 00 MINUTES 43 SECONDS WEST, ALONG SAID WESTERLY LINE, 50.60 FEET TO A BEND POINT IN SAID EASEMENT; THENCE NORTH 45 DEGREES 00 MINUTES 44 SECONDS WEST, ALONG A SOUTHWESTERLY LINE OF SAID EASEMENT, 11.96 FEET TO THE SOUTHERLY LINE OF SAID 15 FOOT WIDE DRAINAGE AND UTILITY EASEMENT; THENCE SOUTH 89 DEGREES 19 MINUTES 23 SECONDS WEST, ALONG SAID SOUTHERLY LINE, 2.13 FEET TO SAID POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS.

FRANCHISE CERTIFICATE

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

THE UNDERSIGNED HEREBY CERTIFY THAT THERE ARE NO EXISTING FACILITIES WITHIN PORTION OF THE EASEMENTS AREAS DESIGNATED HEREON AS "HEREBY ABROGATED" AND FURTHER CERTIFY AS AGENT FOR THEIR RESPECTIVE UTILITY, ALL RIGHTS CURRENTLY EXISTING WITHIN SAID EASEMENT AREAS ARE HEREBY ABROGATED AND VACATED.

NICOR:

THIS 5th DAY OF March, A.D. 2019
Land Agent
TITLE _____
WITNESS _____

AT&T: Illinois Bell Telephone Company

THIS 5th DAY OF March, A.D. 2019
Row Mgr. Jonathan Frost
TITLE _____
WITNESS _____

COMMONWEALTH EDISON:

THIS 5th DAY OF March, A.D. 2019
Real Estate Specialist
TITLE _____
WITNESS _____

COMCAST:

THIS 5th DAY OF March, A.D. 2019
Real Estate Specialist
TITLE _____
WITNESS _____

MISCELLANEOUS NOTES

1. BEARINGS AND DISTANCES BASED ON RECORDED PLAT OF FOX HILL UNIT 7 PLANNED UNIT DEVELOPMENT, PER DOCUMENT 200400034965.
2. LOT 5 AND LOT 12 ARE OWNED BY ABBEY PROPERTIES, LLC, PER DOCUMENT 201700016114.
3. FOOTPRINTS OF THE BUILDINGS SHOW HEREON WERE PROVIDED BY ENGINEERING ENTERPRISES, INC. 07/11/2018.

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 ABROGATION HEREON DRAWN WAS PREPARED USING PREVIOUS SURVEY INFORMATION AND MAPS, PLATS AND OTHER INSTRUMENTS OF RECORD FOR THE USES AND PURPOSES HEREIN SET FORTH.

DATED AT YORKVILLE, KENDALL COUNTY, ILLINOIS MARCH 4TH, A.D. 2019.

PROPERTY OWNER/PETITIONER:
ABBEY PROPERTIES, LLC
ADDRESS:
12347 WOODVIEW STREET
PLANO, IL 60545

BERNARD J. BAUER, P.L.S. (bbauer@hrgreen.com)
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3799
LICENSE EXPIRATION DATE: 11/30/2020

PLAT OF EASEMENT
ABROGATION
OF UTILITY EASEMENTS
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

BAR IS ONE INCH ON
OFFICIAL DRAWINGS
0 1"
NOT ONE INCH,
ADJUST SCALE ACCORDINGLY

DRAWN BY: BJB
APPROVED: MRF
JOB DATE: 12/18/18
JOB NO: 181081

SHEET

1 OF 1

NO.

DATE

BY

REVISION

DESCRIPTION

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PER J.U.L.I.E. LOCATE

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02/19/19

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PER DISCUSSION WITH AT&T ENGINEER

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02/19/19

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PER DISCUSSION WITH AT&T ENGINEER

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PER DISCUSSION WITH AT&T ENGINEER



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 #6

Tracking Number

PW 2019-18

Agenda Item Summary Memo

Title: Discussion of Wyland National Mayors Challenge for Conservation

Meeting and Date: Public Works Committee - March 19, 2019

Synopsis: Consideration of Support for the Wyland National Mayors Challenge for
Conservation

Council Action Previously Taken:

Date of Action: N/A Action Taken: _____

Item Number: _____

Type of Vote Required: Approval

Council Action Requested: Majority

Submitted by: Erin Willrett Administration
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: March 2019
Subject: Wyland National Mayors Challenge for Conservation

Summary

Continue participation in a national program to challenge the residents to conserve water, energy and other natural resources, in alignment with City Council Goal #6 – Water Planning.

Background

Once again, the Wyland Foundation, in partnership with the National League of Cities and the U.S. Environmental Protection Agency, invited the United City of Yorkville to participate in the 9th annual National Mayor's Challenge for Water Conservation. The commitment from the City to participate is as simple as drafting the statement of support below. There is no cost to the City. There were several items that were sent out to market this program in 2018. After the results were tallied, in 2018, Yorkville placed 5th in the 5,000-29,999 population category nation-wide!

Residents who are interested in conservation efforts and who would like to accept the challenge can go online (www.mywaterpledge.com) and make a pledge to conserve water, energy, and other natural resources over the next year by selecting from different pledge options. Some options are as easy as wasting less food and recycling. When the resident enters their location, the drop-down menu for pledges will contain our draft statement about water conservation. Our draft statement will read as:

"A sustainable water source for the City's future water supply is a main focus for our community and its residents. Yorkville currently obtains its water from the deep sandstone aquifer, which is being steadily drawn down as it is being pumped beyond its long-term sustainable yield due to increasing water demands and growth of the region. The City is committed to building strong, collaborative relationships regionally for sustainable water use. We hope to partner with our neighboring communities and our actual neighbors to promote water conservation efforts in the home. By taking the water pledge, you can help extend the capacity of the City's water supply."

When a resident goes online to accept the challenge, they will search for "Yorkville, IL", the website will then walk the resident through the process to pledge to make thoughtful conservation choices at home. There are several check boxes that the residents can choose from depending on the changes they are pledging to make. At the end of the "choices" portion of the pledge, an email address is required and the option for the resident to be entered into the prize drawing is made as a check box. After the resident enters their email address the pledge process is complete. Additionally, the website has several informational items for the resident to read through and learn about. City standings in the challenge are on the website and the residents can check back and see how their "choices" positively affect the community. This program is designed to get residents to think about how their choices impact the natural environment and if changes are made, no matter how small, benefits add up quickly. There is no further commitment and no additional information that is needed from the residents other than those listed above.

The City will also be posting several items on social media and on our website to promote this challenge. The City's main goal by promoting this program is to help residents be aware of the importance of the natural resources that are used on a daily basis and the pressing need to protect those precious resources.

Recommendation

While not a requirement to participate in the program, staff recommends an acknowledgment by the City Council in the attached Resolution for support of the statement above and participation in marketing the program. This initiative aligns with the City Council Goal #6 – Water Planning.

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS
IN SUPPORT OF THE “WYLAND MAYOR’S CHALLENGE FOR WATER CONSERVATION”**

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

WHEREAS, the City continue to explore ways to manage residential consumption of water and power, and to inspire its residents to care for our natural resources; and

WHEREAS, cities can engage in efforts to inspire their own communities, as well as their neighboring cities, to become better environmental stewards; and

WHEREAS, the eighth annual National Mayor’s Challenge for Water Conservation presented by the Wyland Foundation and Toyota, with support from the U.S EPA WaterSense, The Toro Company, National League of Cities, Conserva Irrigation, and Earth Friendly Products (makers of ECOS), is a healthy, non-profit competition for cleaner communities and a water use and pollution reduction competition between our cities; and

WHEREAS, with the encouragement of their Mayors, residents may register their participation in their city's Challenge, online, by making simple pledges to decrease their water use and to reduce pollution for the period of one year, thereby assisting their cities to apply State and Federal water conservation strategies and to target mandated reductions; and

WHEREAS, from April 1- 30, 2019, the City of (X) wishes to inspire its residents and its neighboring communities to take the "Wyland Mayor's Challenge for Water Conservation" by making a series of online pledges at mywaterpledge.com to reduce their impact on the environment and to see immediate savings in their water, trash, and electricity bills;

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

Section 1: That the City agrees and supports the "Wyland Mayor's Challenge for Water Conservation" emphasis.

Section 2: That the program is to be implemented from April 1- 30, 2019, through a series of communication and outreach strategies, whether new or existing, to encourage Yorkville residents to take the conservation "Challenge."

Section 3: This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this
_____ day of _____, 2019.

City Clerk

CARLO COLOSIMO _____

JACKIE MILSCHEWSKI _____

CHRIS FUNKHOUSER _____

SEAVER TARULIS _____

KEN KOCH _____

ARDEN JOE PLOCHER _____

JOEL FRIEDERS _____

JASON PETERSON _____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this
_____ day of _____, 2019.

Mayor

United City of Yorkville Press Release, March 1, 2019

CONTACT:

Erin Willrett, Assistant City Administrator
630-553-8574

ewillrett@yorkville.il.us

8th National Mayor's Challenge for Water Conservation, April 1 – 30

Yorkville joins nationwide challenge to be most “water wise”

Mayor Golinski is joining mayors across the country in asking residents to make a long-term commitment to manage water resources more wisely by taking part in the annual Wyland National Mayor's Challenge for Water Conservation — and in return residents can win \$5,000 toward their utility payments, water saving fixtures, and hundreds of other prizes. Plus, one lucky charity from a winning city will receive a 2019 Toyota Highlander Hybrid to serve the community.

The annual challenge, April 1- 30, is a non-profit national community service campaign to see which leaders can best inspire their residents to make a series of informative and easy-to-do online pledges at mywaterpledge.com to use water more efficiently, reduce pollution, and save energy. “This challenge is a great way for cities large and small to do our part for the planet – and reward our residents for doing the right thing.” said Mayor Golinski.

Last year, residents from over 3,800 cities in all 50 U.S. states pledged to reduce their annual consumption of freshwater by 3 billion gallons, reduce waste sent to landfills by 79.9 million pounds, and prevent more than 177,000 pounds of hazardous waste from entering our watersheds. The challenge goes beyond recent drought issues and looks at the ways our water use will affect the future of our communities — from how we grow food to reducing polluted runoff.

To participate, residents enter online at mywaterpledge.com, and then make a series of online pledges to conserve water on behalf of Yorkville, IL. Cities compete in the following population categories: (5,000-29,999 residents, 30,000-99,999 residents, 100,000-299,999 residents, 300,000-599,999 residents, and 600,000+ residents). Cities with the highest percentage of residents who take the challenge in their population category are entered into drawings for hundreds of eco-friendly prizes, including home improvement gift cards, home irrigation equipment, and the Grand Prize \$5,000 home utility bill payment. The Challenge also gives residents a chance to nominate a deserving charity that would benefit from receiving a 2019 Toyota Highlander Hybrid and features additional resources for residents to take their commitment of conservation even further, from regional water and energy resource issues to cost-saving tips at home.

The 8th National Mayor's Challenge for Water Conservation is presented by the Wyland Foundation and Toyota, with support from the U.S EPA WaterSense, The Toro Company, National League of Cities, Conserva Irrigation, and Earth Friendly Products (makers of ECOS).

About the Wyland Foundation

Founded in 1993 by environmental artist Wyland (best known for his series of 100 monumental marine life murals), the Wyland Foundation, a 501c3 non-profit organization dedicated to promoting, protecting, and preserving the world's ocean, waterways, and marine life. The foundation encourages environmental awareness through community events, education programs, and public art projects.

www.wylandfoundation.org



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 #7

Tracking Number

PW 2019-19

Agenda Item Summary Memo

Title: Hanging Baskets

Meeting and Date: Public Works Committee - March 19, 2019

Synopsis: Proposal for hanging baskets in the downtown area.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Positive

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, Administrator
Date: March 13, 2019
Subject: Hanging baskets

Summary

Discussion of possible locations for hanging flower baskets in the downtown area. This would be the rebirth of this project on a small scale. If the project goes well, we can expand it to include more area.

Background

Years ago, the city partnered with the garden club to place hanging flower baskets throughout the downtown and in town square park. In this program, businesses or individuals were able to sponsor a basket for X dollars and have it placed near their business or in the park. The project was successful for a few years but was severely hampered by the recession and the construction on Rt. 47. Since that time, the sidewalk downtown on Rt. 47 has been rebuilt, but at a much narrower width. This new width will not allow hanging baskets to be placed in front of the businesses without interfering with pedestrians. Instead, I would propose that we place most of the baskets along Van Emmon St. and mount them directly onto buildings. To do this, we will need the permission of the owners, and agree on placement. If the owners are agreeable, I think this will be a viable option to restart this program. I have attached a map with potential locations for your review. The cost for the 8 baskets and brackets is approximately \$1625-\$1785 depending on the price of the flowers. A complete breakdown is below:

Building Mount -	\$97.00	Lamp Post Bracket -	\$90.00
Hanging Basket 18" -	\$40.00	Hanging Basket 18" -	\$40.00
Basket Liner -	\$17.00	Basket Liner -	\$17.00
Flowers -	<u>\$50-\$70</u>	Flowers -	<u>\$50-\$70</u>
Total	\$204 – 224	Total	\$197 – 217

I have also attached pictures of the basket, liner, and the different mounting brackets for your review and comment. There are some other choices, but these were made for municipal use and can take the weight of large baskets. In addition, these baskets are not too trendy, they are very subtle which let the flowers stand out. For the flowers I have been in contact with Winding Creek Nursery. They have assured me that if we got them the baskets soon, they would be able to get them ready to go for the season. I had suggested red, wave petunias for the flower. I chose them for their tolerance to different conditions, their rapid growth, and red for Yorkville. I also chose this variety knowing that the nursery has many flats of this type of flower started already in their greenhouse. If this program is a success and we would like to continue it next year, we can always change the flower color, variety or even an entirely different set of plants if we are so inclined.

Recommendation

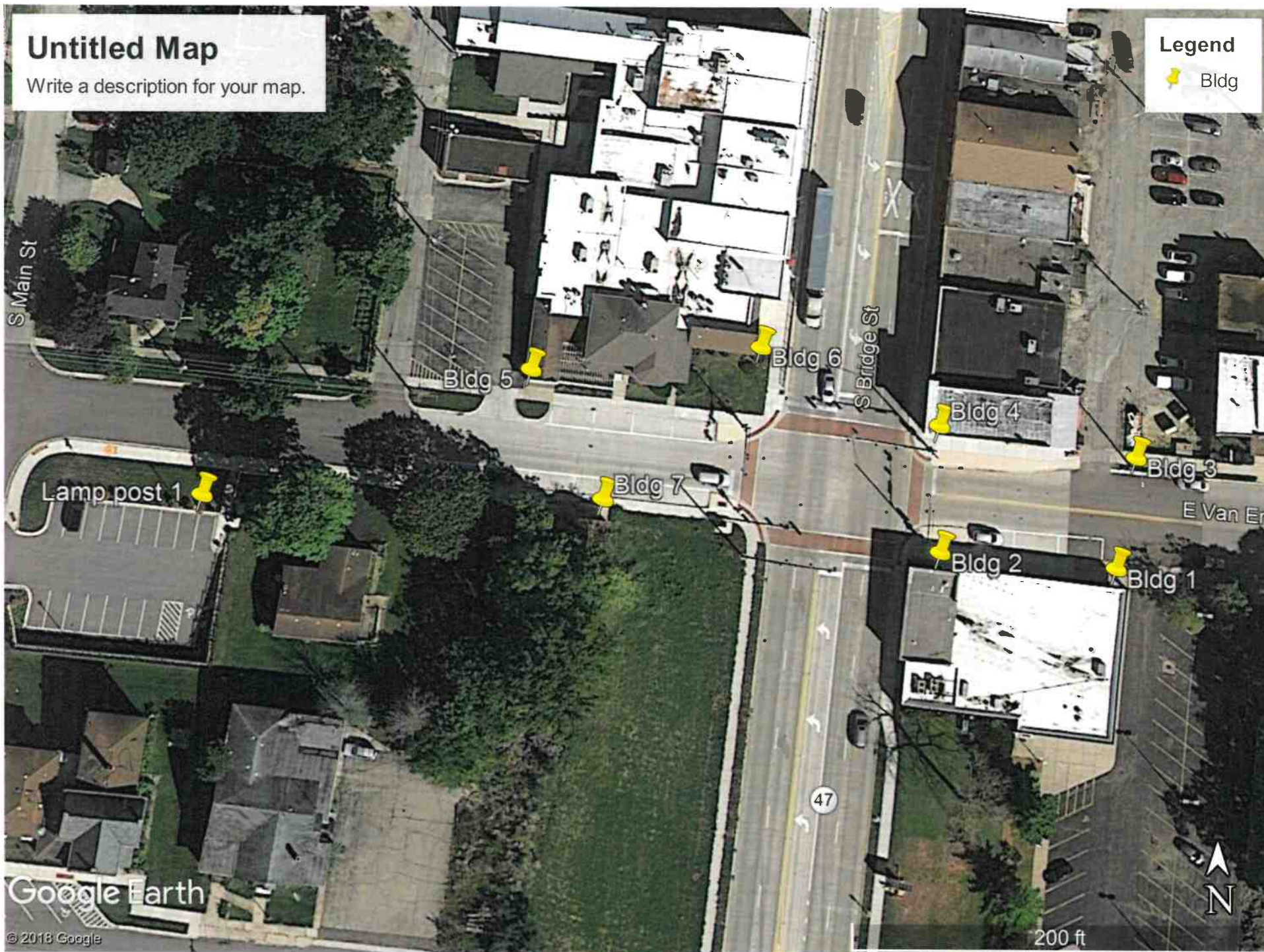
I recommend that this be placed on the March 19, 2019 Public Works Committee for discussion and direction for staff.

Untitled Map

Write a description for your map.

Legend

 Bldg



[Add to Cart](#)

One-Way Scroll Arm Lamp Post Bracket

\$90.00

Details

Add a pole bracket for beautiful hanging basket displays along city streets, embarcaderos and retail plazas. This One-Way Scroll Arm Bracket clamps around a commercial pole and is over-engineered to hold heavy planting loads. Pair hanging basket brackets with our 22-inch commercial flower baskets weighing up to 80lbs. Each product is hand-

[Add to Cart](#)*\$47.00*

Heavy Duty Scroll Arm Wall Mount Hanging Basket Bracket

Details

Use heavy duty wall mount brackets to display your favorite hanging baskets. Hanging planters beautify city streets and storefronts in minutes, making them a favorite of municipalities, shopping malls, and school campuses. For lamp post applications, please see our [One-Way](#) and [Two-Way](#) Hanging Basket Brackets that are tailored to fit any pole shape and size.

Qty

1

Add to Cart



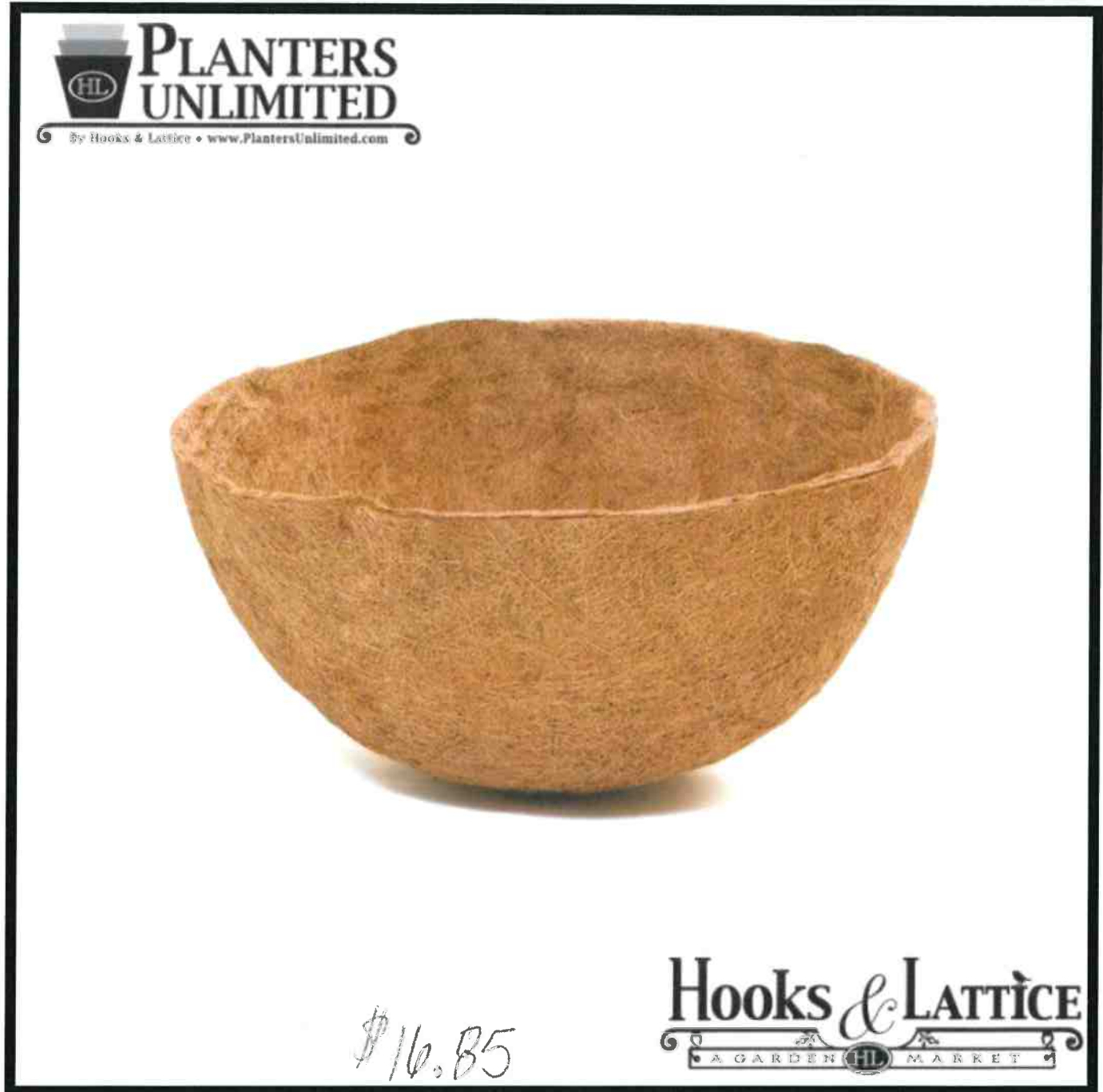
18" English Garden Flat Steel Hanging Basket



\$39.85

[Details](#)





18in. Replacement Molded Coconut Basket Liner

Details

Extra thick for added durability and strength, the Replacement Molded Coconut Basket Liner is the perfect choice for use as a replacement liner in a hanging basket. The liner measures 18 inches in diameter by 8 inches in depth, and it coordinates with many baskets and hanging planters in our collection as well as with designs produced by other companies. The coconut coir has a lovely brown color that will provide the perfect finishing touch for your arrangement. Although the liner is well-made and sturdy, it will gradually break down over time because it is 100 percent organic. As a result, you should plan to replace it every 3 to 5 years.

More Information



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 2019-20

Agenda Item Summary Memo

Title: Utility Box Art

Meeting and Date: Public Works Committee – March 19, 2019

Synopsis: A discussion will take place at the meeting.

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 #9

Tracking Number

PW 2019-21

Agenda Item Summary Memo

Title: Speed Sign Update

Meeting and Date: Public Works Committee – March 19, 2019

Synopsis: A verbal update will be given at the meeting.

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 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 type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Old Business #1

Tracking Number

PW 2018-102

Agenda Item Summary Memo

Title: East Alley and Van Emmon

Meeting and Date: Public Works Committee – March 19, 2019

Synopsis: Please see attached.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: _____

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Lisa Pickering, Deputy City Clerk

Date: March 12, 2019
Subject: East Alley

As directed by the Committee, we have provided greater detail as to the anticipated costs for the preferred improvement option. Please refer to the attached preliminary cost estimate and exhibits. The costs also include additional striping on Van Emmon to block out the exit only driveway.

As to the timing of the improvements, we would recommend utilizing the RTBR contractor to perform the work. That work is anticipated be in the May to mid-July timeframe. The work specific to this improvement should be completed with 2-3 weeks.

We would propose to “design in the field” and would estimate our construction engineering fees to be in the \$2,000 range.

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



Engineering Enterprises, Inc.

52 Wheeler Road, Sugar Grove, IL 60554

JOB NO:	YO1610
DESIGNED:	KDW
DATE:	March 12, 2019
PROJECT TITLE:	Downtown Revitalization - Second Entrance

DRAFT 3/12/2019

**Preliminary Cost Estimate
East Alley Second Entrance**

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	HOT-MIX ASPHALT SURFACE REMOVAL - VARIABLE DEPTH	SQYD	75	\$ 10.00	\$ 750.00
2	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50 - 2.5"	TON	40	\$ 80.00	\$ 3,200.00
3	CLASS D PATCHES, 4 INCH	SQYD	70	\$ 65.00	\$ 4,550.00
4	PCC SIDEWALK REMOVAL AND REPLACEMENT	SQFT	240	\$ 12.00	\$ 2,880.00
5	PCC DRIVEWAY REMOVAL AND REPLACEMENT	SQYD	15	\$ 100.00	\$ 1,500.00
6	CONCRETE DRAIN REMOVAL	FOOT	28	\$ 25.00	\$ 700.00
7	INSTALL BOLLARD	EACH	3	\$ 500.00	\$ 1,500.00
8	SIGN PANEL-TYPE 1	SQFT	24	\$ 15.00	\$ 360.00
9	TELESCOPING STEEL SIGN SUPPORT	FOOT	60	\$ 8.00	\$ 480.00
10	STRIPING, 4"	FOOT	300	\$ 1.00	\$ 300.00
11					\$ -
12					\$ -
13					\$ -
14					\$ -
15					\$ -
16					\$ -
17					\$ -
18					\$ -
19					\$ -
20					\$ -
21					\$ -
22					\$ -
23					\$ -
24					\$ -

SUBTOTAL	\$	17,000.00
CONTINGENCY (10%)	\$	2,000.00
TOTAL	\$	19,000.00

Notes:

Assumes no restoration or shoulder stone
Assumes no need for CCDD

WATER DEPTH
ALL HANDS
EFFECT



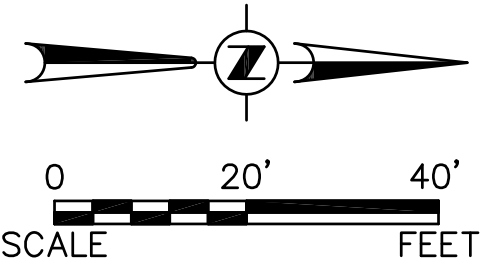
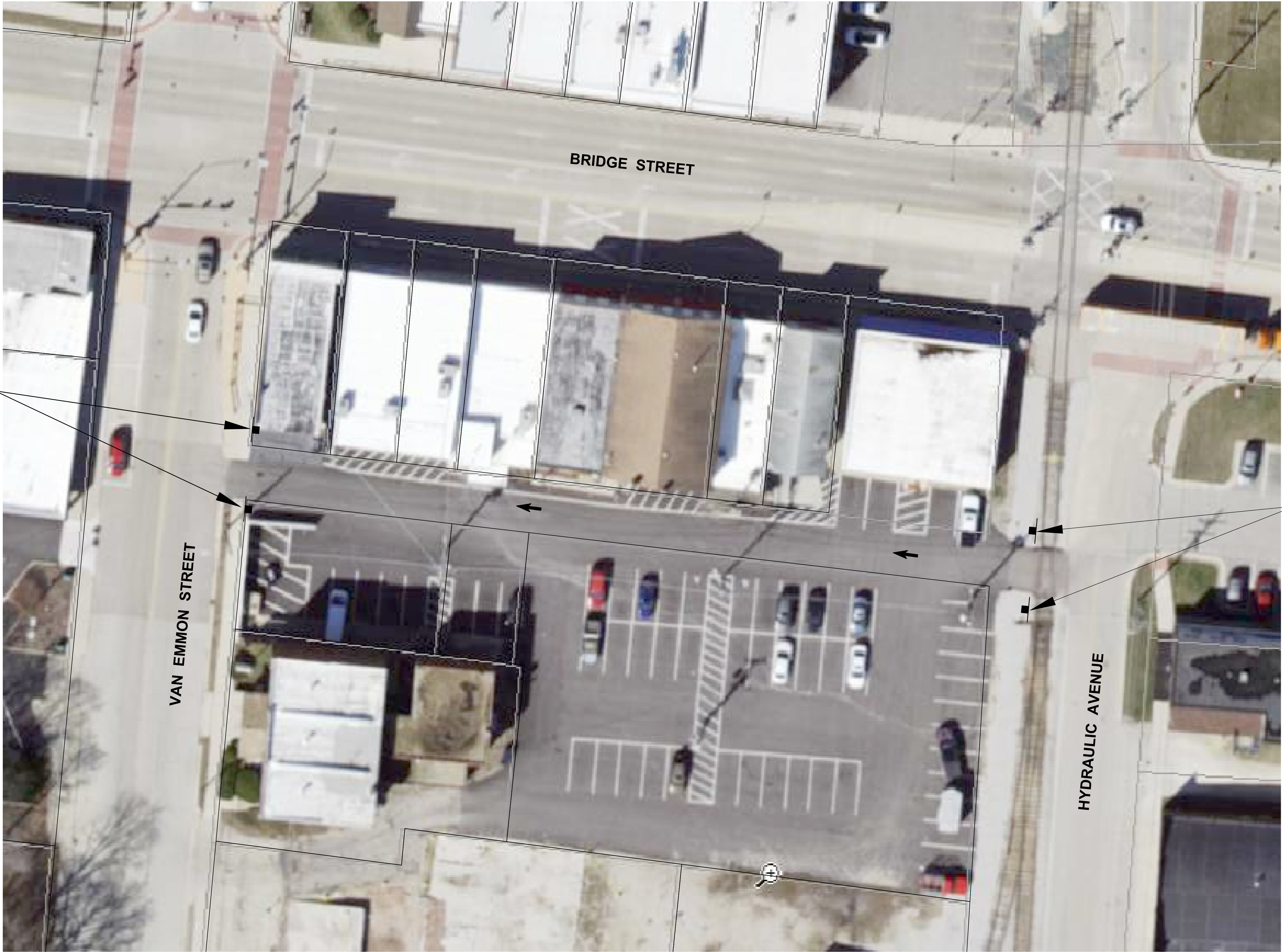
VARIABLE
DEPTH MILLING
ALONG EDGE

SIDEWALK
R+R
→ LOWER TO
EDGE
DRIVEWAY
BUMP

DRIVEWAY
R+R







POSITIVES:
- LOW COST
- NO MAJOR CHANGES
- WORK CAN BE DONE BY CITY

NEGATIVES:
- FORCES ENTRY FROM HYDRAULIC AVENUE

BALLPARK COST ESTIMATE:
\$2,500 - \$3,500

ENTRANCE ONLY

Plotted: February 12, 2019 @ 8:08 AM By: Jim Schmidt - Tab: Option 1 Site Plan - 22x34

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

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

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

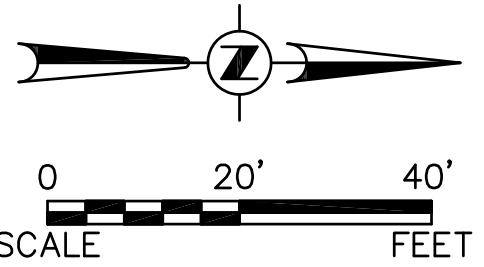
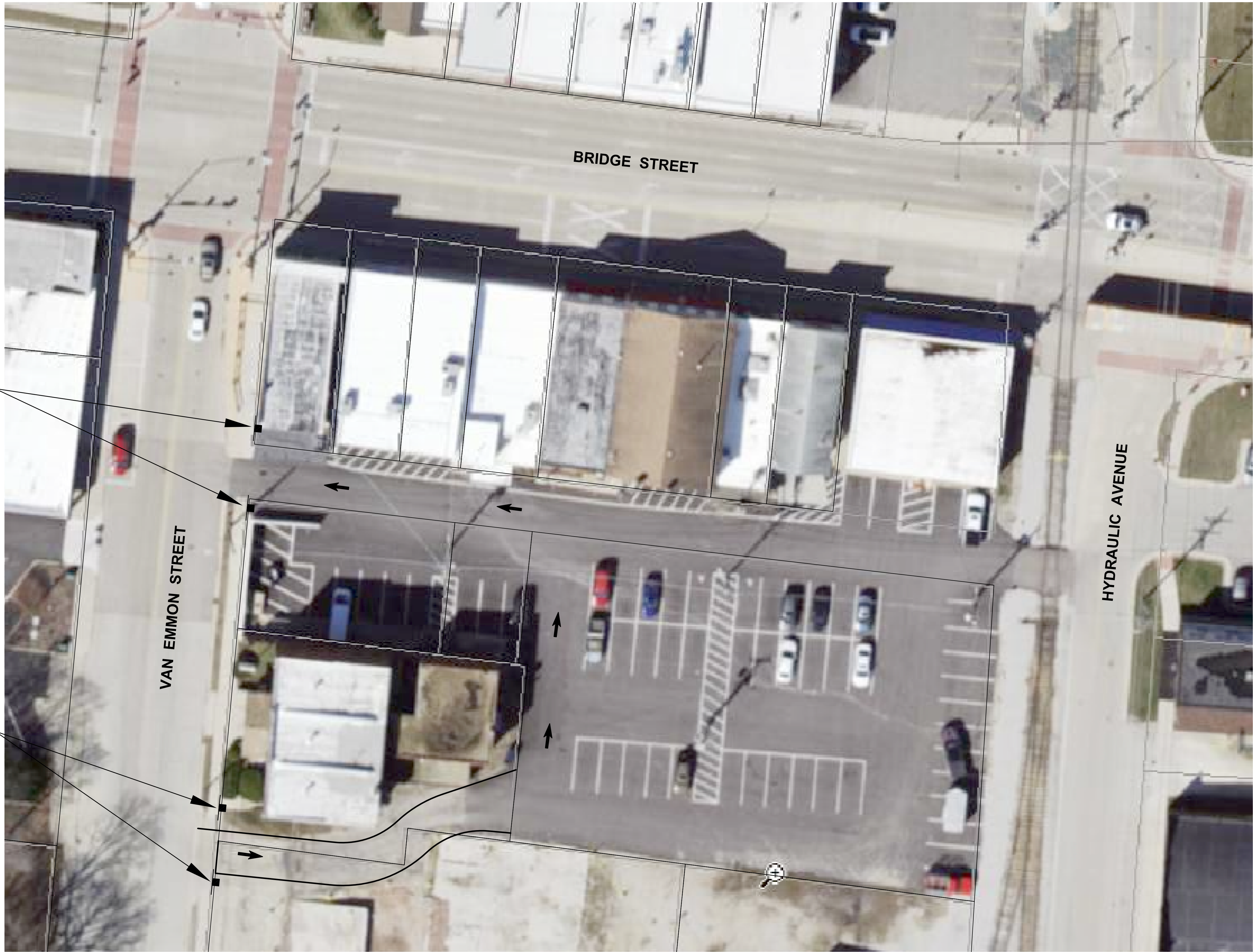
NO.	DATE	REVISIONS

DOWNTOWN REVITALIZATION

**EAST ALLEY
OPTION 1**

DATE:	JANUARY	2019
PROJECT NO:	Y01610	
FILE:	Y01610-SITE	
SHEET	1	OF 1

Path: H:\305KPRQ\Y01610\DWG EXHIBIT\Y01610-SITE



POSITIVES:
- CAN ENTER FROM
VAN EMMON

NEGATIVES:
- MUST ADD NEW ENTRANCE
- COSTS ASSOCIATED WITH
WORK

BALLPARK COST ESTIMATE:
\$18,000 - \$23,000

Plotted: February 12, 2019 @ 8:08 AM By: Jim Schmidt - Tab: Option 2 Site Plan - 22x34

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YEARS

4

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CONSULTING ENGINEERS

52 Wheeler Road

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UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

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to 1" to be applied
to stated scales.

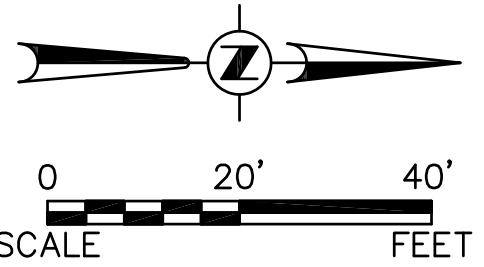
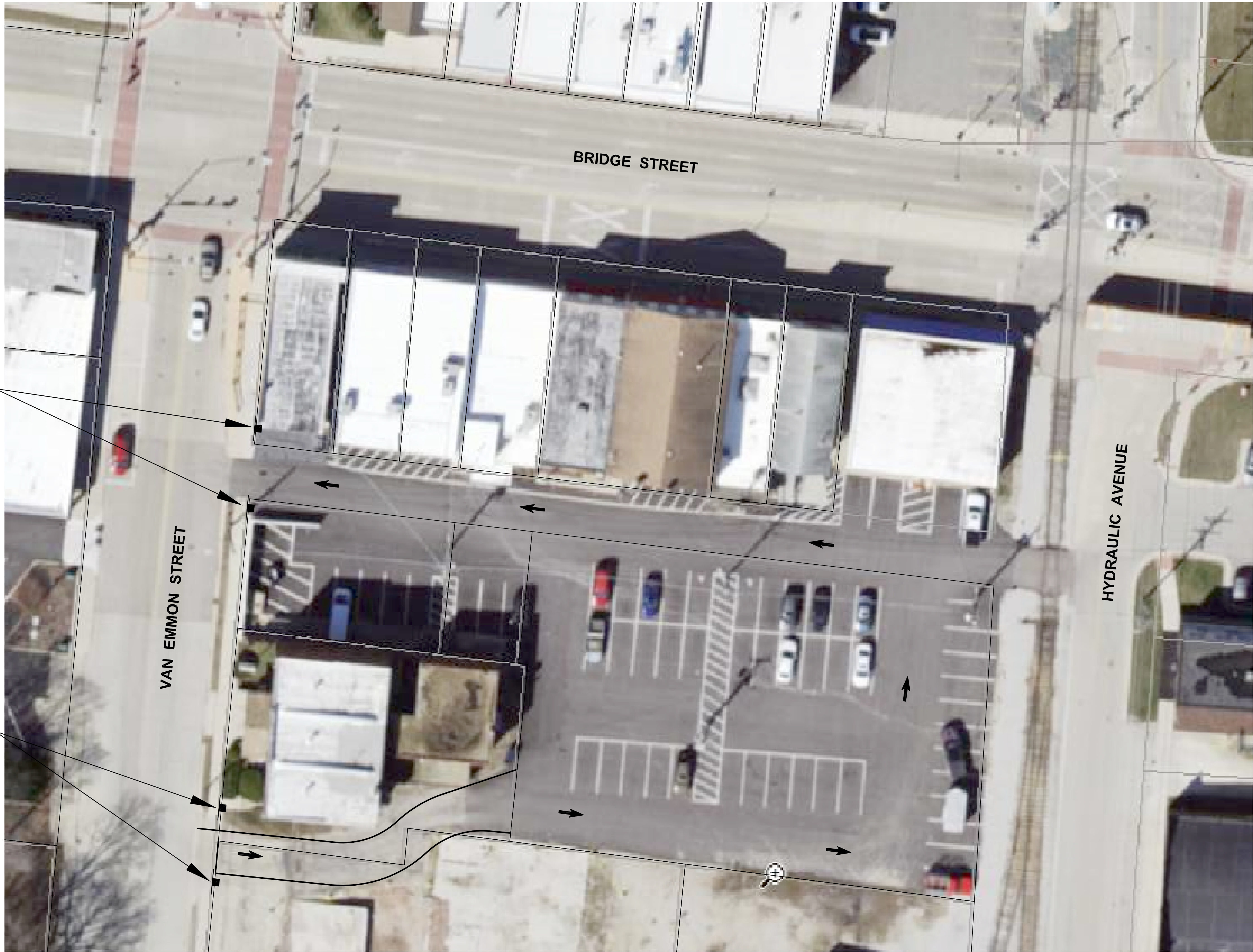
NO.	DATE	REVISIONS

DOWNTOWN REVITALIZATION

**EAST ALLEY
OPTION 2**

DATE:	JANUARY	2019
PROJECT NO:	Y01610	
FILE:	Y01610-SITE	
SHEET	1	OF 1

Path: H:\505KPROJ\Y01610\DWG EXHIBIT\Y01610-SITE



POSITIVES:
- CAN ENTER FROM
VAN EMMON

NEGATIVES:
- MUST ADD NEW ENTRANCE
- COSTS ASSOCIATED WITH
WORK

BALLPARK COST ESTIMATE:
\$18,000 - \$23,000

STAFF PREFERRED OPTION

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

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YEARS

4

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CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
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UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

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

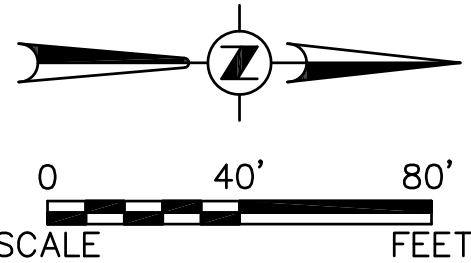
NO.	DATE	REVISIONS

DOWNTOWN REVITALIZATION

EAST ALLEY
OPTION 3

DATE:	JANUARY	2019
PROJECT NO:	Y01610	
FILE:	Y01610-SITE	
SHEET	1	OF 1

Path: H:\3056PRQ\Y01610\DWG EXHIBIT\Y01610-SITE



POSITIVES:
- ELIMINATES BACKUP ON VAN EMMON

NEGATIVES:
- CANNOT ENTER FROM VAN EMMON
- MUST ADD NEW ENTRANCE
- COSTS ASSOCIATED WITH WORK - MOST EXPENSIVE

BALLPARK COST ESTIMATE:
\$25,000 - \$35,000

Plotted: February 12, 2019 @ 8:11 AM By: Jim Schmidt - Tab: Option 4 Site Plan - 22x34

0 1 Bar represents 1" at FULL size plotted scale. Percentage to 1" to be applied to stated scales.					
NO.	DATE	REVISIONS			

YEARS

45

Engineering Enterprises, Inc.

CONSULTING ENGINEERS

52 Wheeler Road

Sugar Grove, Illinois 60554

630.466.6700 / www.eeiweb.com

UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

DOWNTOWN REVITALIZATION

EAST ALLEY
OPTION 4

DATE:	JANUARY	2019
PROJECT NO:	Y01610	
FILE:	Y01610-SITE	
SHEET	1	OF 1

Path: H:\305KPROJ\Y01610\DWG EXHIBIT\Y01610-SITE