



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, November 17, 2020

6:00 p.m.

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

Citizen Comments:

Minutes for Correction/Approval: October 20, 2020

New Business:

1. PW 2020-64 Grande Reserve Unit 1 – Performance Guarantee Release
2. PW 2020-65 Appletree Court Water Main Replacement – Engineering Agreement
3. PW 2020-66 Blackberry Shore Lane Parking Restriction

Old Business:

Additional Business:

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

UNITED CITY OF YORKVILLE
WORKSHEET
PUBLIC WORKS COMMITTEE
Tuesday, November 17, 2020
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. October 20, 2020

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

NEW BUSINESS:

1. PW 2020-64 Grande Reserve Unit 1 – Performance Guarantee Release

- ☐ Moved forward to CC _____
 - ☐ Approved by Committee _____
 - ☐ Bring back to Committee _____
 - ☐ Informational Item
 - ☐ Notes _____
-
-
-

2. PW 2020-65 Appletree Court Water Main Replacement – Engineering Agreement

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

3. PW 2020-66 Blackberry Shore Lane Parking Restriction

☐ Moved forward to CC _____

☐ 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"/>
Community Development	<input type="checkbox"/>
Purchasing	<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 – October 20, 2020

Meeting and Date: Public Works Committee – November 17, 2020

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:

DRAFT

**UNITED CITY OF YORKVILLE
PUBLIC WORKS COMMITTEE
Tuesday, October 20, 2020, 6:00pm
Yorkville City Hall, Council Chambers
800 Game Farm Road**

Note: In accordance with Public Act 101-0640 and Gubernatorial Disaster Proclamation issued by Governor Pritzker pursuant to the powers vested in the Governor under the Illinois Emergency Management Agency Act, the United City of Yorkville is encouraging social distancing by allowing remote attendance at this Public Works committee meeting, due to the ongoing pandemic.

(Below participants attended in-person unless otherwise indicated)

IN ATTENDANCE:

Committee Members

Chairman Joe Plocher

Alderman Chris Funkhouser

Alderman Ken Koch

Absent: Alderman Seaver Tarulis

Other City Officials

City Administrator Bart Olson

Engineer Brad Sanderson, EEI

Assistant City Administrator Erin Willrett (remote)

Public Works Director Eric Dhuse

Purchasing Manager Carri Parker (remote)

Other Guests:

Joe & Loretta Stenger (remote)

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

Citizen Comments:

Joe Stenger, who lives on Cannonball where speeding issues are occurring, said the flashing sign appears to be working and the cars react to that more than anything else. He prefers that the curve and road not be changed. Loretta Stenger said she can see the sign from her window and brake lights are activated when drivers see the sign. As the drivers negotiate the curve, most are traveling from 31-36 mph. She also said most accidents that occur there are not due to inclement weather or during busy times and she feels the flashing signs have definitely had an impact.

Previous Meeting Minutes: September 15, 2020

The minutes were approved as presented.

New Business:

1. PW 2020-55 Capital Improvement Summary

Mr. Sanderson said these quarterly updates are provided for projects underway. Alderman Koch asked if the developer contributed to the Mill Rd. project. Mr. Sanderson said the developer has it in their budget for next spring and there will be an agreement to move forward. Bidding should start in February at the latest.

2. PW 2020-56 Quarterly Bond and Letter of Credit Reduction Summary

This is another quarterly update with a couple items pending that will be reflected on the next report, said Mr. Sanderson.

3. PW 2020-57 Meeting Schedule for 2021

The committee approved of the proposed schedule for 2021.

4. PW 2020-58 Purchase of Two Vehicles

Two pickup trucks are proposed for purchase through the State program which is less expensive. The purchase is slightly under budget and will allow for spray-on bed liners to preserve the trucks. The trucks being replaced are a 2005 and 2008. This moves forward to City Council.

5. PW 2020-59 Gas-N-Wash Public Improvement Acceptance

Public improvements were installed including a sanitary sewer and a sidewalk which are now up for acceptance. Mr. Sanderson said he is also recommending a reduction of the Letter of Credit which was substantial. The committee concurred and this moves forward to the full Council.

6. PW 2020-60 Kendall Marketplace Single Family Residential Improvement Acceptance

Mr. Sanderson explained McCue Builders took over this project a few years ago with no bond for public improvements. All work has been done, however, there is a sewer issue which is being addressed. He recommends moving forward with acceptance of utilities and one year letter of credit. The townhome project will have a separate letter of credit.

7. PW2020-61 2021 Road to Better Roads Engineering Agreement and

8. PW 2020-62 Fox Hill Roadway Improvements (Rebuild Illinois) Engineering Agreement

Mr. Olson said there are two design contracts for these two items, which have been approved by the City Council. The Road to Better Roads Agreement is about \$47,000 and covers all roads south of river that were planned to be redone. Fox Hill is about \$1.2 million over 3 years. All main roads in Fox Hill will be done with enhanced quality.

9. PW 2020-63 ITEP Applications

The City Council has already approved the applications and updates are in the memo. Cost estimates are expected this week on grass seed. Regarding the Fox Hill trail, Kendall County has discussed and is in favor, but no money has been pledged yet. If the County approves, the application may carry more weight with the State. Mr. Olson said the city would like to move forward with garnering approval from the County and the County also has questions regarding the project. Mr. Olson also briefly discussed adding a section of trail to extend from Hoover to Rt. 47.

Old Business:

1. PW 2020-54 Cannonball Trail Curve Speed Limit

Mr. Olson referred to a memo in the packet and said several questions from a resident had been answered regarding speed on Cannonball. He also discussed an update from the township and said HR Green has been engaged to do a design contract and will present a scope and cost estimate. Alderman Funkhouser commented he liked the cooperation of the county and township. Alderman Koch asked for an explanation of Attorney Orr's opinion. The Illinois Vehicle Code sets the speed limit and there is no discretion for the municipality to change. Ms. Orr said the ramifications for a change would be 100% against the city and the city could be sued. Mr. Dhuse said smaller, permanent blinking LED lights would be installed at this location.

Additional Business: None

There was no further business and the meeting was adjourned at 6:27pm.

Minutes respectfully transcribed by
Marlys Young, Minute Taker



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

Agenda Item Number

New Business #1

Tracking Number

PW 2020-64

Agenda Item Summary Memo

Title: Grande Reserve – Unit 1 Bond Release

Meeting and Date: Public Works Committee – November 17, 2020

Synopsis: Recommendation to release remaining performance security

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:



Memorandum

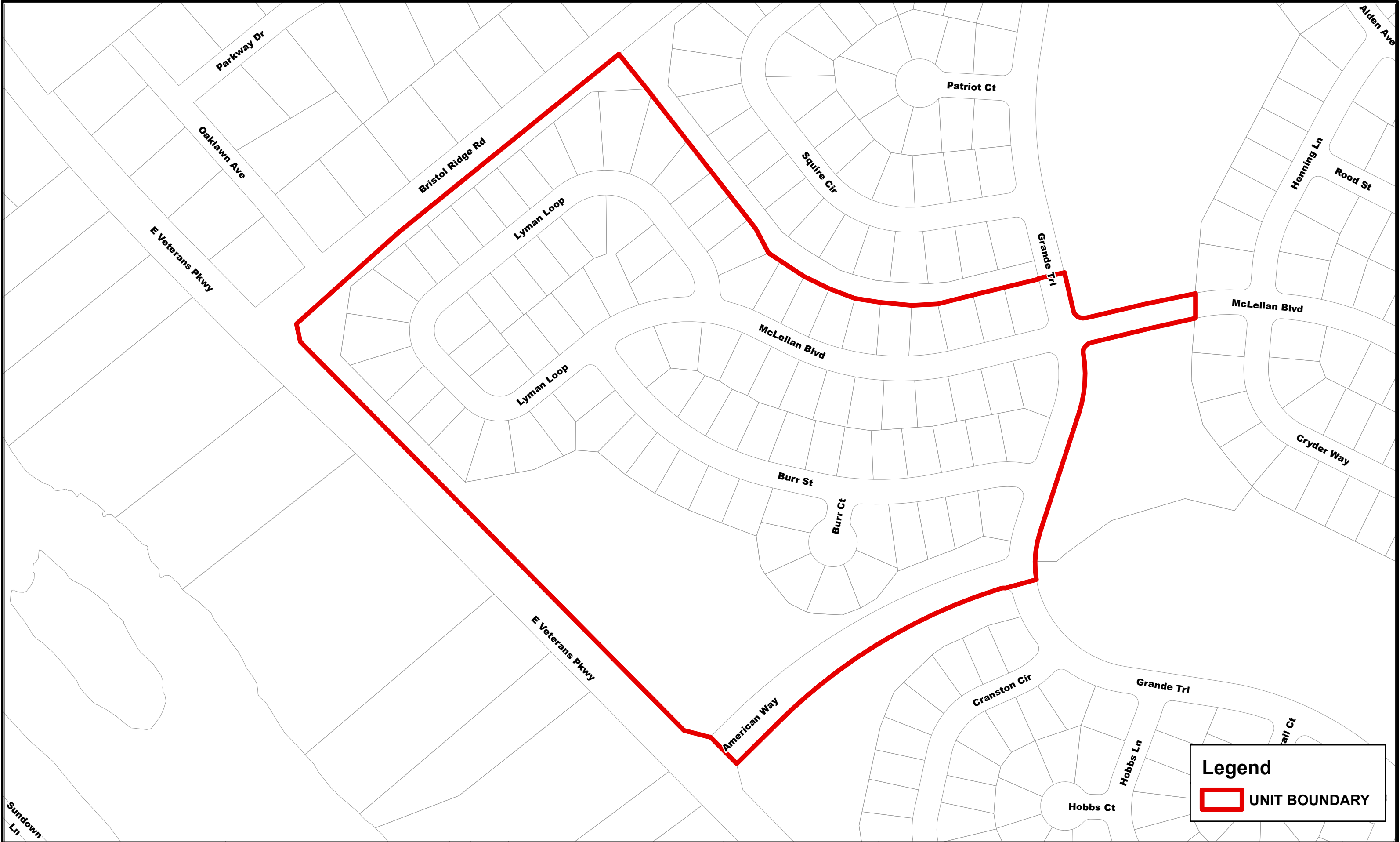
To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Lisa Pickering, City Clerk

Date: November 11, 2020
Subject: Grande Reserve Unit 1

The developer has completed the remaining punchlist items from the one-year warranty period and we are now recommending a full release of their remaining performance security. The value of the remaining security is \$170,747.89 (Platte River Bond #41424197).

The public improvements were accepted on October 22, 2019.

Please let us know if you have any questions.



Legend

UNIT BOUNDARY



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<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 2020-65

Agenda Item Summary Memo

Title: Appletree Court Water Main Replacement – Engineering Agreement

Meeting and Date: Public Works Committee – November 17, 2020

Synopsis: _____

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:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: November 12, 2020
Subject: Appletree Court Watermain Design Engineering Agreement

Summary

Approval of a design engineering agreement with EEI for the Appletree Court Watermain project.

Background

This item was discussed by the City Council as part of the FY 21 budget proposal in March and April 2020. The Appletree Court watermain is an old, undersized watermain that has suffered more breaks than what is considered acceptable. Replacing this watermain will improve fire protection and water quality in the immediate area. Accordingly, EEI has submitted an engineering agreement for our consideration for design engineering. Construction engineering contracts will be drafted and considered at a later date.

The attached contract contains a \$24,950 lump sum plus direct expenses expected to be in the \$300 range. Because those two cost categories could be more than \$25,000, City Council approval of the agreement is required. These amounts are included in the FY 21 budget. Construction is expected to occur in Summer 2021.

Recommendation

Staff recommends approval of the design engineering agreement with EEI for the Appletree Court watermain.

**Appletree Court Water Main Replacement
United City of Yorkville, Kendall County, IL
Professional Services Agreement - Design Engineering**

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

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the Scope of Services (Attachment B). Design engineering will be provided for approximately 540 linear feet of 8-inch water main improvements on Appletree Court (see Attachment E 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 Attachment C. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$24,950. Direct expenses are estimated at \$315. The hourly rates for this project are shown in the attached 2019 Standard Schedule of Charges (Attachment F). 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

*Appletree Court Water Main Replacement
United City of Yorkville
Professional Services Agreement
Design 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:

Attachment A:	Standard Terms and Conditions
Attachment B:	Scope of Services
Attachment C:	Estimate of Level of Effort and Associated Cost
Attachment D:	Anticipated Project Schedule
Attachment E:	Location Map
Attachment F:	2019 Standard Schedule of Charges

L. Notices:

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

For the City:

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 _____, 2020.

United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

Brad Sanderson, P.E.
Chief Operating Officer / President

Lisa Pickering
City Clerk

Angie Smith
Executive Assistant

STANDARD TERMS AND CONDITIONS

Agreement: These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEl) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Standard of Care: In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

Construction Engineering and Inspection: The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

Opinion of Probable Construction Costs: ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

Copies of Documents & Electronic Compatibility: Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

Hazardous Conditions: OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or

connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination: This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include

conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

Additional Terms or Modification: All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

Assignment: Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

Waiver: A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Attorney's Fees: In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

Headings: The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.

**Appletree Court Water Main Improvements
United City of Yorkville, IL
Professional Services Agreement - Design Engineering**

Attachment B – Scope of Services

DESIGN ENGINEERING

2.1 Project Management and Administration

- Budget Tracking
- Management of Personnel and the Engineering Contract
- Coordination with the City and Other Regulatory Agencies (IEPA and IDOT)

2.2 Project Meetings

- Project Kick-Off Meeting Between the City and EEI
- One (1) Design Progress Meeting Between the City and EEI prior to Bidding

2.3 Topographic Survey

- Field Survey
- Drafting to Create Base File

2.4 Utility Coordination

- Design JULIE
- Plan Submission and Coordinate with Private Utilities

2.5 Final Plans, Specifications and Estimates

- Preparation of 60%, 90%, and 100% Engineering Plans
- Preparation of 90% and 100% Project Manual and Engineer's Opinion of Probable Construction Cost. Project Manual Shall Include Bidding and Contract Documents, General Conditions, and Special Provisions.

2.6 Permits

- Prepare IEPA Documentation for CCDD Management of Soils
- Prepare IEPA Construction Permit Application and Acquire Permit
- Prepare IDOT and Acquire IDOT Permit for Work Along IDOT Right-of-Way

2.7 Bidding and Contracting

- Prepare Bidders List and Ad for Bid
- Submit Ad for Bid to the Local Paper and Post Bidding Documents on QuestCDN
- Address Bid Questions and Prepare Addenda
- Attend Bid Opening
- Prepare Bid Tab, Bid Summary, and Recommendation of Award
- Execute Contract Documents



Outstanding Service ~ Every Client ~ Every Day

ATTACHMENT C
ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR
PROFESSIONAL ENGINEERING SERVICES FOR
APPLETREE COURT WATER MAIN REPLACEMENT
United City of Yorkville, IL
November 6, 2020









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	PROJECT ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER	PROJECT TECHNICIAN	CAD MANAGER	SENIOR PROJECT TECHNICIAN I	ADMIN.		
		HOURLY RATE:	\$208	\$203	\$153	\$141	\$197	\$178	\$153	\$153	\$141	\$70		
DESIGN ENGINEERING														
2.1	Project Management and Administration	-	8	2	-	-	-	-	-	-	-	-	10	\$ 1,930
2.2	Project Meetings	1	2	4	-	-	-	-	-	-	-	-	7	\$ 1,226
2.3	Topographic Survey	-	-	-	-	5	9	-	-	-	-	-	14	
2.4	Utility Coordination	-	-	4	-	-	-	-	-	-	-	-	4	
2.5	Final Plans, Specifications and Estimates	2	10	58	-	-	-	-	3	24	-	-	97	
2.6	Permits	-	-	5	-	-	-	-	-	-	-	-	5	
2.7	Bidding and Contracting	1	1	12	-	-	-	-	-	-	6	-	20	
Design Engineering Subtotal:		4	21	85	-	5	9	-	3	24	6	-	157	\$ 3,156
PROJECT TOTAL:		4	21	85	-	5	9	-	3	24	6	-	157	3,156

DIRECT EXPENSES	
Printing =	\$ 250
Mileage =	\$ 40
Material Testing =	\$ -
Environmental Assessment =	\$ 25
DIRECT EXPENSES =	\$ 315

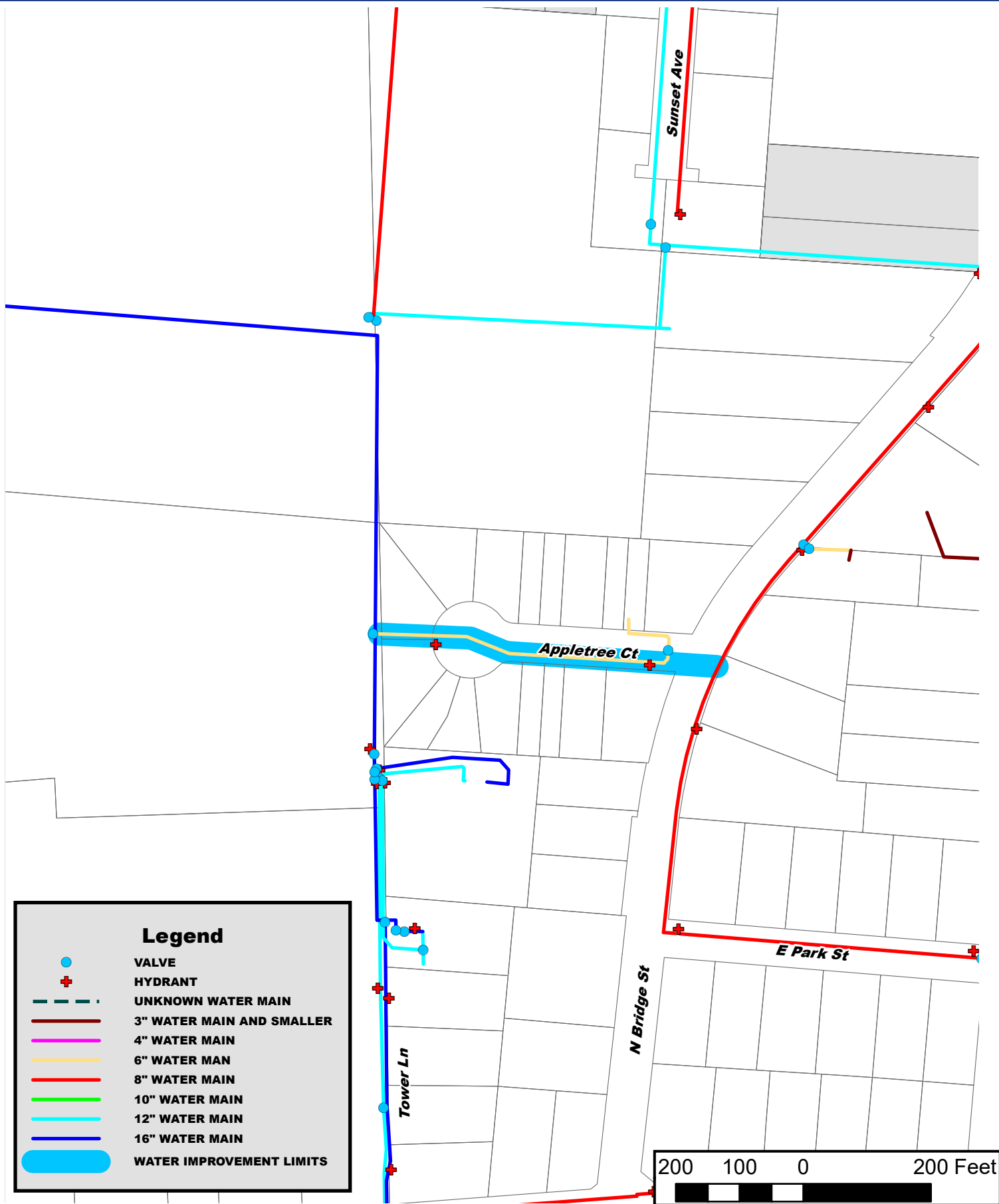
LABOR SUMMARY	
Engineering Expenses =	\$ 18,100
Surveying Expenses =	\$ 2,587
Drafting Expenses =	\$ 3,843
Administrative Expenses =	\$ 420
TOTAL LABOR EXPENSES =	\$ 24,950

TOTAL EXPENSES =	\$ 25,265
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


[illegible]

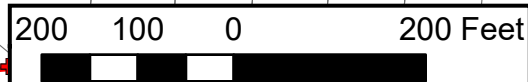
Legend	
	Project Management & QC/QA
	Meeting(s)
	Design
	Permitting
	Bidding and Contracting
	Construction

Bid Letting 4/3/2021



Legend

-  VALVE
-  HYDRANT
-  UNKNOWN WATER MAIN
-  3" WATER MAIN AND SMALLER
-  4" WATER MAIN
-  6" WATER MAIN
-  8" WATER MAIN
-  10" WATER MAIN
-  12" WATER MAIN
-  16" WATER MAIN
-  WATER IMPROVEMENT LIMITS



Engineering Enterprises, Inc.

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

DATE: MARCH 2020
 PROJECT NO.: YO2007
 BY: MJT
 PATH: H:\GIS\PUBLIC\YORKVILLE\2020\
 FILE: YO1907_Appletree Ct Water Main.MXD

ATTACHMENT E: LOCATION MAP





Standard Schedule of Charges

January 1, 2019

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$208.00
Principal	E-3	\$203.00
Senior Project Manager	E-2	\$197.00
Project Manager	E-1	\$178.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$165.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$153.00
Project Engineer/Planner/Surveyor	P-4	\$141.00
Senior Engineer/Planner/Surveyor	P-3	\$129.00
Engineer/Planner/Surveyor	P-2	\$117.00
Associate Engineer/Planner/Surveyor	P-1	\$106.00
Senior Project Technician II	T-6	\$153.00
Senior Project Technician I	T-5	\$141.00
Project Technician	T-4	\$129.00
Senior Technician	T-3	\$117.00
Technician	T-2	\$106.00
Associate Technician	T-1	\$ 93.00
Engineering/Land Surveying Intern	I-1	\$ 84.00
GIS Technician	G-1	\$ 75.00
Administrative Assistant	A-3	\$ 70.00

CREW RATES, VEHICLES AND REPROGRAPHICS

1 Man Field Crew with Standard Survey Equipment	\$168.00
2 Man Field Crew with Standard Survey Equipment	\$262.00
1 Man Field Crew with RTS or GPS *	\$208.00
2 Man Field Crew with RTS or GPS *	\$302.00
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 type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Community Development	<input type="checkbox"/>
Purchasing	<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 2020-66

Agenda Item Summary Memo

Title: Blackberry Shore Lane Parking Restriction

Meeting and Date: Public Works Committee – November 17, 2020

Synopsis: _____

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:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: November 12, 2020
Subject: Blackberry Shore Lane parking restrictions

Summary

Consideration of a parking restriction on the northside of Blackberry Shores Lane between Northland Lane and High Ridge Lane.

Background

This item was requested by Alderman Funkhouser. This item was discussed by the City Council in 2014, when it passed a parking restriction on the northside of Blackberry Shore Lane between Northland Lane and the western edge of the adjacent park. At that time, the City Council was responding to complaints of street parking along both sides of Blackberry Shore Lane during baseball games.

In the past year during the public meetings on the Kendall Marketplace townhomes, there was limited discussion about extending the parking restriction all the way west to High Ridge Lane. This was discussed in the context of the concern that townhome residents would end up parking along Blackberry Shore Lane instead of in their community or personal parking spaces along the private drive of the townhomes.

The proposal from Alderman Funkhouser is illustrated in the attached map, and it generally contains the northside, one block stretch of Blackberry Shore Lane between High Ridge Lane and Northland Lane. We have drafted a simple ordinance for consideration. He has also requested discussion about the merits of extending this proposed restriction farther west of High Ridge Lane, and so we have included a map for discussion purposes.

In the past, the City Council has sometimes asked that before a parking restriction is approved by City Council, for the adjacent residents to be formally notified via letter and given a chance to speak at an upcoming meeting. That has not been proposed as part of this parking restriction, but could be easily implemented if desired. In this case, we do know that the residents in the area have been in frequent contact with both Alderman Funkhouser and Alderman Frieders about a variety of development issues, and perhaps a more informal notification may be sufficient.

Finally, Chief Jensen has given me early notification that any parking restriction approved by City Council would be met with a robust social media announcement and public outreach initiative before any tickets would be written.

Recommendation

Staff requests direction on the parking restriction boundaries along Blackberry Shore Lane.



NORTH SIDE OF BLACKBERRY SHORE LANE | PARKING RESTRICTION

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

November 12, 2020



NORTH SIDE OF BLACKBERRY SHORE LANE | PARKING RESTRICTION

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

November 12, 2020

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS REGULATING ON-STREET PARKING

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

Section 1. Title 6, Chapter 2, Section 6-2-2, of the United City of Yorkville Code of Ordinances is hereby amended by deleting the following:

6-2-2: PARKING PROHIBITED ON DESIGNATED STREETS:

BLACKBERRY SHORE LANE

A “no parking” zone shall be created on the north side of Blackberry Shore Lane from just east of 901 Blackberry Shore Lane to Northland Lane.

Section 2. Title 6, Chapter 2, Section 6-2-2, of the United City of Yorkville Code of Ordinances is hereby amended by adding the following:

6-2-2: PARKING PROHIBITED ON DESIGNATED STREETS:

BLACKBERRY SHORE LANE

A “no parking” zone shall be created on the north side of Blackberry Shore Lane from High Ridge Lane to Northland Lane.

Section 3. If any Section, subsection, sentence, clause, phrase or portion of this Chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Section 4. This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2020.

CITY CLERK

KEN KOCH _____

JACKIE MILSCHEWSKI _____

CHRIS FUNKHOUSER _____

SEAVER TARULIS _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

JOEL FRIEDERS _____

JASON PETERSON _____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this _____ day of _____, 2020.

MAYOR

BLACKBERRY SHORE LANE

A "no parking" zone shall be created on the north side of Blackberry Shore Lane from High Ridge Lane ~~just east of 901 Blackberry Shore Lane~~ to Northland Lane.

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

ORDINANCE NO. 2014-39

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE UNITED CITY OF
YORKVILLE, KENDALL COUNTY, ILLINOIS, REGULATING ON-STREET PARKING

Passed by the City Council of the
United City of Yorkville, Kendall County, Illinois
This 26th day of August, 2014

Published in pamphlet form by the
authority of the Mayor and City Council
of the United City of Yorkville, Kendall
County, Illinois on November 10, 2014.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS REGULATING ON-STREET PARKING

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

Section 1. Title 6, Chapter 2, Section 2, of the United City of Yorkville Code of Ordinances is hereby amended by adding the following:

6-2-2: PARKING PROHIBITED ON DESIGNATED STREETS:

BLACKBERRY SHORE LANE

A "no parking" zone shall be created on the north side of Blackberry Shore Lane from just east of 901 Blackberry Shore Lane to Northland Lane.

NORTHLAND LANE

A "no parking" zone shall be created on the west side of Northland Lane from Blackberry Shore Lane to Western Avenue

WESTERN AVENUE

A "no parking" zone shall be created on the north side of Western Avenue from Canyon Trail to Northland Lane

Section 2. If any Section, subsection, sentence, clause, phrase or portion of this Chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Section 3. This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois, this 26 day of August, 2014.


CITY CLERK

CARLO COLOSIMO

JACKIE MILSCHEWSKI

CHRIS FUNKHOUSER

ROSE ANN SPEARS

Y
Y
Y
Y

KEN KOCH

LARRY KOT

JOEL FRIEDERS

DIANE TEELING

Y
Y
Y
Y

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 3
day of SEPTEMBER, 2014.

Nancy J. Nohle
MAYOR