

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, July 19, 2022 6:00 p.m.

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

Citizen Comments:

Minutes for Correction/Approval: June 21, 2022

New Business:

- 1. PW 2022-55 Capital Improvement Projects Update
- 2. PW 2022-56 Quarterly Bond and Letter of Credit Reduction Summary
- 3. PW 2022-57 2021 Sidewalk Improvements Change Order No. 1 (Balancing)
- 4. PW 2022-58 Kennedy Road and Freedom Place Intersection Improvements Design Engineering Agreement
- 5. PW 2022-59 Baseline Road Improvements Design Engineering Agreement
- 6. PW 2022-60 Ordinance Amending Title 7, Public Ways and Property, of the City Code of the United City of Yorkville, Kendall County, Illinois (Citing Obstructions in the Roadway)
- 7. PW 2022-61 Plat of Vacation Lincoln Prairie

Old Business:

Additional Business:

2019/2020/2021 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, July 19, 2022 6:00 PM

CITY HALL CONFERENCE ROOM

<u>CITIZEN COMMENTS</u> :	
MINUTES FOR CORRECTION/APPROVAL:	
1. June 21, 2022	
Approved	
☐ As presented	
☐ With corrections	
NEW BUSINESS:	
1. PW 2022-55 Capital Improvement Projects Update	
☐ Moved forward to CC	
☐ Approved by Committee	
☐ Bring back to Committee	
☐ Informational Item	
□ Notes	

2. PW 2022-56 Quarterly Bond and Letter of Credit Reduction Summary
Moved forward to CC
Approved by Committee
☐ Bring back to Committee
☐ Informational Item
□ Notes
3. PW 2022-57 2021 Sidewalk Improvements – Change Order No. 1 (Balancing)
☐ Moved forward to CC
Approved by Committee
☐ Bring back to Committee
☐ Informational Item
□ Notes
4. PW 2022-58 Kennedy Road and Freedom Place Intersection Improvements – Design Engineering
Agreement
☐ Moved forward to CC
Approved by Committee
☐ Bring back to Committee
☐ Informational Item
Notes

5.	PW 2022-59 Baseline Road Improvements – Design Engineering Agreement Moved forward to CC Approved by Committee Bring back to Committee Informational Item Notes
6.	PW 2022-60 Ordinance Amending Title 7, Public Ways and Property, of the City Code of the United City of Yorkville, Kendall County, Illinois (Citing Obstructions in the Roadway) Moved forward to CC Approved by Committee Bring back to Committee Informational Item Notes
7.	PW 2022-61 Plat of Vacation – Lincoln Prairie Moved forward to CC Approved by Committee Bring back to Committee Informational Item Notes

ADDITIONAL BUSINESS:		

ATED CITY
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EST. 1836
County Seat O
Kendall County

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

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Minutes

Tracking Number

	Agen	aa Item Sumi	mary Memo)	
Title: Minutes of th	e Public Works Co	ommittee – Ju	ne 21, 2022		
Meeting and Date:	Public Works Co	ommittee – Jul	ly 19, 2022		
Synopsis:					
Council Action Pre	viously Taken:				
Date of Action:	A	ction Taken:			
Item Number:					
Type of Vote Requi	ired: Majority				
Council Action Rec	uested: Committ	ee Approval			
Submitted by:		ter		Danastosant	
	Name			Department	
	A	Agenda Item 1	Notes:		

UNITED CITY OF YORKVILLE PUBLIC WORKS COMMITTEE

Tuesday, June 21, 2022, 6:00pm Yorkville City Hall, <u>Council Chambers</u> 800 Game Farm Road

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 during the ongoing pandemic by allowing remote attendance for this meeting.

All were in attendance in person unless otherwise noted:

IN ATTENDANCE:

Committee Members

Chairman Matt Marek Alderman Joe Plocher
Alderman Ken Koch Alderman Jason Peterson

Other City Officials

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

Purchasing Manager Shanel Gayle, electronic attendance

Other Guests:

Cyrus McMains, YBSD Mark Foster, *Kendall County Record*Lewis Wilberg, RJN Group

The meeting was called to order at 6:11pm by Chairman Matt Marek

Citizen Comments: None

<u>Previous Meeting Minutes</u>: May 17, 2022 The minutes were approved as presented.

Chairman Marek asked to amend the agenda by moving item #8 forward as the first item for discussion.

New Business:

(out of sequence)

8. PW 2022-54 Yorkville-Bristol Sanitary District Smoke and Dye Testing – Informational Item

Mr. McMains of YBSD introduced Lewis Wilberg of RJN Group who will be helping with the upcoming sewer line testing. The testing will be done at the schools in July and for residential in September. Letters, door hangers and the city Facebook will be used to notify of the testing. YBSD will coordinate with Public Works and the Fire Department. The testing is done to ascertain if there are broken pipes or illegal connections.

Mr. Wilberg said the testing is done with non-toxic smoke. He said there will be several types of public relations prior to the testing so that all those affected are aware. If issues are found, they will work with YBSD to remedy. Testing was last done in the 90's and 2008 and Mr. Dhuse said lines were fixed at that time. If illegal connections are found, Public Works will witness disconnection and it may go to adjudication. This will move forward to the full Council on the consent agenda for information.

1. PW 2022-47 Route 47 Trail Location

Mr. Dhuse said after the recession, IDOT asked about putting a trail on Rt. 47 on the south side of town. The city said there was a trail through Windett Ridge and then over to Rt. 71. Three weeks ago, IDOT asked Public Works if the trail was still wanted and they would pay 100% of the construction and do the design. This would give a continuous trail from the north end to the south end of town. Alderman Peterson asked how much the maintenance would cost since the city would be responsible for that. Mr. Dhuse said he will do a spreadsheet and the maintenance would consist of mowing and sealcoating. Mr. Olson estimated it would be \$7,000-\$8,000 a year for a 1.5 stretch of trail. The Committee recommended moving this to the consent agenda.

2. PW 2022-48 East Main Street Improvements - Change Order No. 1 - Sidewalk Additions

Mr. Sanderson said the city entered into an agreement with Holiday Water & Sewer for watermain replacement as well as sidewalk and roadway improvements. There was additional money left so it will be recommended to do more sidewalk. Genera Construction is the sub-contractor and they are already doing sidewalk there. The prices were reasonable, and work will begin provided a current strike ends soon. Responding to a question from Chairman Marek, Mr. Dhuse said 4-foot sidewalks are the standard width. This will move to the Council consent agenda.

3. PW 2022-49 Prairie Pointe Parking Lot Improvements – Construction Engineering Agreement Mr. Olson said bids were approved at the last Council meeting and this is in the budget. The agreement is for \$46,384 and is with EEI.

4. PW 2022-50 Resolution Authorizing the Purchase of Streetlight Heads, Arms and Poles for the Fox Hill Subdivision

This is the second year of replacing light poles and as of now, 45 of 50 poles have been done, said Mr. Dhuse. The project is budgeted and only 20 will be received to save money and there is a 16-week lead time. This moves to the City Council regular agenda.

5. PW 2022-51 Prairie Lane, Georgeanna Street and Pleasure Drive Water Main Replacement – Design Engineering Agreement

This agreement is with EEI for design in the next year's Road to Better Roads Program. It is budgeted at \$132,683. It is recommended for approval and moves to the consent agenda.

6. PW 2022-52 Lead Service Line Inventory – Engineering Agreement

EEI gave a presentation at the last meeting as to the mandated steps the city must take to remedy lead service lines. This is the contract with EEI in the amount of \$34,965 and is budgeted, said Mr. Olson who recommended approval. This also moves to the consent agenda.

7. PW 2022-53 Resolution Authorizing the Purchase of a Proteus Lite System (A Sewer Camera Inspection System)

Mr. Dhuse thanked Purchasing Manager Shanel Gayle for tremendous help with this project and the street lights. He said the old camera broke and this new system has a remote control crawler camera feature that can get into the sewer mains. It will help do preventive maintenance and when they do the Sanitary Sewer Evaluation Study, they will be able to record and look at surfaces. In addition, this system can be added onto and eventually mounted on a truck. He said \$100,000 was budgeted and the cost of this system is \$65,000. He said the first push camera lasted 13 years and he hopes to get at least 10 years from the new system. There is a year warranty and trade-in ability. The system will be used at least 1-2 times per month and likely more. It is generator powered. This moves to the City Council for further discussion.

Old Business: None

Additional Business:

Mr. Sanderson gave updates for Fox Hill and said D Construction received the punchlist and is proceeding with the work with no question. One of the big items is they are adding rejuvenator to the streets and will schedule it within the next couple weeks. Ms. Willrett will post information on social media and fliers will be mailed to notify residents when the work schedule is known. The work will be done overnight since no traffic can be allowed until the product sets up and staff will be there to oversee. Also, poles have been placed for the Fox Hill sign.

In another matter, Alderman Peterson asked if there is a brush pick-up scheduled. There was a pickup just this week and the next one will be the last full week of August with October being the final pickup.

There was no further business and the meeting adjourned at 6:41pm.

Minutes respectfully transcribed by Marlys Young, Minute Taker, in-person



Reviewed By:	
Legal	
Finance	
Engineer	
City Administrator	
Community Development	
Purchasing	
Police	IЩ
Public Works	ΙШ
Parks and Recreation	

Agenda Item Number
New Business #1
Tracking Number
PW 2022-55

Agenda Item Summary Memo

Title: Capital Proje	ect Update	
Meeting and Date:	Public Works Committee – July	19, 2022
Synopsis: Status U	Jpdate	
Council Action Pro	eviously Taken:	
Date of Action:	Action Taken:	
Item Number:		
Type of Vote Requ	ired: None	
Council Action Re	quested: None	
Submitted by:	Brad Sanderson	Engineering
	Name	Department
	Agenda Item N	otes:



Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

Jori Behland, City Clerk

Date: July 11, 2022

Subject: Capital Improvement Projects Update

The purpose of this memo is to update the Public Works Committee as to the status of the several projects. A summary on the status of the projects is provided below:

Construction Projects

2021 RTBR Program

The contractor is working on completing the final punchlist items.

Mill Road Reconstruction

The contractor is working on completing the final punchlist items.

Elizabeth and Appletree Court Water Main Improvements

The contractor is working on completing the final punchlist items.

2021 Sidewalk Replacement

The contractor is working on completing the final punchlist items.

Fox Hill Improvements (Rebuild Illinois)

The contractor is substantially complete. Crack / edge sealing and patching have been completed. The rejuvenator product and pavement striping will be completed soon.

Beaver Street BPS Generator

All equipment has been installed. The start-up is scheduled for July 20th.

Well No. 4 Rehabilitation

All major work items are complete. The well has not been able to be placed into service due to disinfection issues.

2022 RTBR Program

Construction is currently delayed due to the local 150 strike. An updated completion schedule will be provided.

E. Main Street Improvements

All water related work has been completed. Roadway work is currently delayed due to the local 150 strike. An updated completion schedule will be provided.

Kennedy and Mill Road Intersection Improvements

Construction is currently delayed due to the local 150 strike. An updated completion schedule will be provided.

North Central EWST Rehabilitation

The contractor has informed us recently, that this project may have to be delayed until spring due to coating shortages.

Planning/Design Projects

Bristol Ridge Road LAFO

The project has been let and awarded to D Construction. It is anticipated that work will be completed this fall.

Corneils Road Interceptor

Design engineering has commenced. We are targeting a September letting.

2023 Water Main Replacement Program

Design engineering has commenced.

Lead Service Line Inventory

We will be scheduling a kick-off meeting with City staff soon.



Reviewed By:	
Legal	
Finance	
Engineer	
City Administrator	\sqcup
Community Development	
Purchasing	
Police	
Public Works	
Parks and Recreation	

Agenda Item Number
New Business #2
Tracking Number
PW 2022-56

Agenda Item Summary Memo

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eduction Summary – June 30, 2022	,	
Public Works Committee – July 1	9, 2022	
ional		
viously Taken:		
Action Taken:		
red: None		
uested: Informational		
	_	
Brad Sanderson	Engineering	
Name	Department	
Agenda Item No	tes:	
	Public Works Committee – July 1 ional viously Taken: Action Taken: red: None uested: Informational Brad Sanderson Name	viously Taken: Action Taken: red: None uested: Informational Brad Sanderson Engineering



Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Krysti Barksdale-Noble, Community Dev. Dir.

Jori Behland, City Clerk

Date: July 1, 2022

Subject: 2022 Bond/LOC Reduction Summary – To Date

Please see the attached reduction summary through June 30, 2022. If you have any questions, please let me know.

2022 Bond and Letter of Credit Reduction Report

		Engineer	City Administrator	Mayor				
Date	Development/Project	Concurrence	Concurrence	Concurrence	Reduction	Final Release	Reduction Value	Remaining Balance
2/3/2022	Grande Reserve - Unit 12	Х	X		Х		\$ 76,124.00	\$ 60,400.00
2/3/2022	Grande Reserve - Unit 15	Х	X		Х		\$ 121,413.00	\$ 142,800.00
2/3/2022	Grande Reserve - Unit 22	Х	X		Х		\$ 38,434.00	\$ 117,200.00
2/14/2022	Heartland Meadows	Х	X		Х		\$ 71,688.10	\$ 255,065.90
2/22/2022	Grande Reserve - Unit 13	Х	Х		Х		\$ 123,062.00	\$ 87,600.00
2/22/2022	Grande Reserve - Unit 14	Х	X		Х		\$ 176,242.00	\$ 125,600.00
6/15/2022	Kendall Marketplace - Lot 52 (Phase 2 & 3)	Х	X		Х		\$ 432,935.00	\$ 152,351.20
6/16/2022	Kendall Marketplace - Lot 52 (Phase 1)	Х	X		Х		\$ 34,522.50	\$ 129,375.50



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

Agenda Item Number
New Business #3
Tracking Number
PW 2022-57

Agenda Item Summary Memo

Title: 2021 Sidewa	lk Program	
Meeting and Date:	Public Works Commi	ttee – July 19, 2022
Synopsis: Consider	ation of Change Order N	No. 1 (Balancing)
Council Action Pre	viously Taken:	
Date of Action:	Action	Taken:
Item Number:		
Type of Vote Requi	red: Majority	
Council Action Req	uested: Consideration	of Approval
Submitted by:	Brad Sanderson	Engineering
	Name	Department
	Agend	la Item Notes:



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.

Jori Behland, City Clerk

Date: July 1, 2022

Subject: 2021 Sidewalk Program

The purpose of this memo is to present Change Order No. 1 (Balancing) 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 Schroeder & Schroeder, Inc. entered into an agreement for a contract value of \$139,654.75 for the above referenced project.

Questions Presented:

Should the City approve Change Order No. 1 (Balancing) which would <u>decrease</u> the contract amount by \$11,053.50.

Discussion:

Please see the attached summary spreadsheet.

We are recommending approval of the change order.

Action Required:

Consideration of approval of Change Order No. 1 (Balancing).

CHANGE ORDER

Order No. 1 (BALANCING)
Date: June 17, 2022
Agreement Date: August 31, 2021
NAME OF PROJECT: 2021 Sidewalk Program
OWNER: United City of Yorkville
CONTRACTOR: Schroeder & Schroeder, Inc.
The following changes are hereby made to the CONTRACT DOCUMENTS:
Change of CONTRACT PRICE:
Original CONTRACT PRICE: \$139,654.75
Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): \$139,654.75
The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by: \$11,053.50
The new CONTRACT PRICE including this CHANGE ORDER will be: \$128,601.25
Change to CONTRACT TIME:
The CONTRACT TIME will be (increased) (decreased) by calendar days.
The date for completion for all work will beOctober 29, 2021
Justification
Pay Items 1-14: changes per as-built quantities measured in the field. Item 15: credit due to damaged water service
Approvals Required
Requested by: United City of Yorkville
Recommended by: Engineering Enterprises, Inc.
Accepted by: Schroeder & Schroeder, Inc

CHANGE ORDER NO. 1 (BALANCING) 2021 SIDEWALK PROGRAM UNITED CITY OF YORKVILLE

ITEM NO.	ITERAC	ITEMS UNIT CONTRACT		UNIT PRICE	ADDITIONS			DEDUCTIONS		
ITEIVI NO.	HEWIS	UNIT	QUANTITY	UNIT PRICE	QUANTITY		COST	QUANTITY		COST
1	TREE REMOVAL, OVER 15 UNIT DIAMETER	UNIT	36	\$ 75.00	0.0	\$	-	0.0	\$	-
2	TREE ROOT PRUNING	EA	22	\$ 100.00	0.0	\$	-	14.0	\$	1,400.00
3	SIDEWALK REMOVAL	SQ FT	12,629	\$ 1.00	114.0	\$	114.00	0.0	\$	-
4	PORTLAND CEMENT CONCRETE SIDEWALK, 5-INCH	SQ FT	12,689	\$ 6.75	94.0	\$	634.50	0.0	\$	-
5	CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT	LF	19	\$ 45.00	0.0	\$	-	7.0	\$	315.00
6	AGGREGATE DRIVEWAY REMOVAL AND REPLACEMENT, 6-INCH	SQ YD	43	\$ 38.00	11.0	\$	418.00	0.0	\$	-
7	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT, 3-INCH	SQ YD	209	\$ 47.00	34.0	\$	1,598.00	0.0	\$	-
8	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT, 2-INCH	SQ YD	26	\$ 45.00	0.0	\$	-	3.0	\$	135.00
9	PCC DRIVEWAY REMOVAL AND REPLACEMENT, 6-INCH	SQ YD	4	\$ 72.00	0.0	\$	-	4.0	\$	288.00
10	DETECTABLE WARNINGS	SQ FT	140	\$ 35.00	0.0	\$	-	78.0	\$	2,730.00
11	PAVEMENT MARKING, 4"	LF	147	\$ 20.00	125.0	\$	2,500.00	0.0	\$	-
12	RESTORATION (SEED, FERTILIZER, MULCH METHOD 3)	SQ YD	1,115	\$ 1.00	0.0	\$	-	250.0	\$	250.00
13	RAILROAD PROTECTIVE LIABILITY INSURANCE	AILROAD PROTECTIVE LIABILITY INSURANCE LSUM 1 \$ 3,750.00 0.0 \$ -		0.0	\$	-				
14	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	10,000	\$ 1.00	0.0	\$	-	10,000.0	\$	10,000.00
	MISCELLANEOUS EXTRAS AND CREDITS									
15	209 E CENTER STREET WATER SERVICE REPAIR (CREDIT)	LSUM	0	\$ 1,200.00	0.0	\$	-	1.0	\$	1,200.00
				TOTAL ADDIT	IONS =	\$	5,264.50			
TOTAL DEDUCTIONS =							\$	(16,318.00)		
ORIGINAL CONTRACT PRICE:						\$ 139,654.75				
CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDER(S):						\$ 139,654.75				
*AMOUNT OF CURRENT CHANGE ORDER:					\$ (11,053.50)					
	NEW CONTRACT PRICE:					\$ 128,601.25				



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

Agenda Item Summary Memo

nedy Rd	and Freedom Pl Intersection Im	provements – Design Engineering				
nd Date:	Public Works Committee – Ju	ly 19, 2022				
Conside	ration of a design engineering as	greement with EEI for future road				
improve	ments to the Kennedy Road and	Freedom Place intersection.				
ction Pre	eviously Taken:					
tion:	Action Taken:					
oer:						
ote Requ	ired: Majority					
ction Red	quested: Approval					
by:	Bart Olson	Administration				
	Name	Department				
Agenda Item Notes:						
	ction President ction: ction Requirements ction Records	by: Bart Olson Name				



Memorandum

To: City Council

From: Bart Olson, City Administrator

CC:

Date: July 12, 2022

Subject: Kennedy Rd and Freedom Plan – design engineering

Summary

Consideration of a design engineering agreement with EEI for future road improvements to the Kennedy Road and Freedom Place intersection.

Background

This item was last discussed by the City Council in Spring 2022, when the FY 23 budget proposal was approved. Within that budget and the City-wide Capital Fund are corresponding revenue/escrow line-items and expenditures line-items for various Grande Reserve road impact fees and road projects. Within the budget memo, references are made to the Kennedy Road and Freedom Plan intersection project set for a FY 24 construction season (Summer 2023), provided enough road impact fees are escrowed from Grande Reserve building permits. We expect the design of the intersection to take a few months to complete, with a preferred bidding timeline in Spring 2023. In order to meet that preferred bidding timeline, we propose to begin design of the intersection now. Accordingly, EEI has submitted a proposed design engineering agreement.

This contract is included in the FY 23 budget. The attached engineering agreement contains a \$99,572 fixed fee amount.

At the end of FY 2022, there was approximately \$1.996M in escrowed funds for various road related projects within Grande Reserve. Of this amount, an estimated \$1.315M is earmarked for the completion of Kennedy Road North (\$455,000) and the reconstruction of Mill Road (\$860,000). This leaves a current balance of ~\$681,000 for the Kennedy Road and Freedom Place intersection project. As of Fall 2021, EEI had an estimated conceptual cost of \$1.0M for this project. Please note that these escrowed funds on the City's balance sheet should continue to increase each fiscal quarter, as each new housing start within the Grande Reserve subdivision generates an additional \$2,000 in escrowed funds (i.e., road contribution fees).

Recommendation

Staff recommends approval of the design engineering agreement with EEI for future road improvements to the Kennedy Road and Freedom Place intersection.

Agreement for Professional Services Kennedy Road and Freedom Place Intersection Improvements United City of Yorkville, IL

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:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment B. Services shall include Preliminary and Design engineering for the roadway improvements at the intersection of Kennedy Road and Freedom Place, as shown on Attachment E. All engineering will be performed in accordance with all City and Illinois Department of Transportation 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 Contractor shall be compensated for all work performed for the City prior to termination.

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Preliminary and Design Engineering will be paid for monthly based on the percentage of the project that is complete. The Fixed Fee amount for the Preliminary and Design Engineering for the project is \$99,572. The hourly rates for this project are shown in 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 extends beyond December 31, 2022, the contractor 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 January 1st of 2023. In the event that any rate changes do occur, the new effective rates will not affect the established hourly rates.

E. Ownership of Records and Documents:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. Contractor 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, Contractor agrees to return all such materials to the City. The City agrees not to modify any original documents produced by Contractor 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:

Contractor 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 Contractor under this agreement shall be that of an independent contractor. Contractor 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: \underline{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:

Contractor 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 Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor 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 attached Exhibits. Except for those terms included on the Exhibits, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

Standard Terms and Conditions **Attachment A:**

Scope of Services **Attachment B:**

Estimated Level of Effort and Associated Cost **Attachment C:**

Estimated Project Schedule Attachment D:

Location Map **Attachment E:**

2022 Standard Schedule of Charges **Attachment F:**

L. Notices:

City Clerk

a

All notices required to be given under the terms addressed to the parties as follows:	of this agreement shall be given mail,
For the City:	For the ENGINEER:
City Administrator and City Clerk United City of Yorkville 800 Game Farm Road Yorkville, IL 60115	Engineering Enterprises, Inc. 52 Wheeler Road Sugar Grove Illinois 60554
Either of the parties may designate in writing from persons in connection with required notices.	om time to time substitute addresses or
Agreed to thisday of, 2022.	
United City of Yorkville:	Engineering Enterprises, Inc.:
John Purcell Mayor	Brad Sanderson, P.E. Chief Operating Officer/President
Jori Behland	Joseph W. Cwynar, P.E.

Senior Project Manager

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. (EEI) (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.

Payment of Invoices: Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

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.

Fiduciary Duty: Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed to either party to the other party. EEI makes no warranty, express or implied, as to its professional services rendered.

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.

Kennedy Road and Freedom Place Intersection Improvements United City of Yorkville, IL

Professional Services Agreement - Preliminary and Design Engineering

Attachment B – Scope of Services

Preliminary Engineering

- Project Management, Coordination, Meetings, and QC/QA
 - Project Kickoff Meeting
 - Establish lines of communication.
 - Present a work plan for the project including schedule milestones, design criteria and a list of information needed from the City to begin design.
 - Acquire existing information from the City including previous reports, plans of recent development and relevant site information
 - Coordination
 - o Project Management
 - o Project Scheduling (See Attachment D for estimated project schedule)
- Survey and Data Collection
 - o Perform Topographic Survey along Kennedy Road and Freedom Place.
 - Obtain, review and inventory roadway, right-of-way, ownership, soil data, etc.
 - o Review Topographic Survey
- Geotechnical Investigation
 - o Coordinate locations and work to obtain soil boring/pavement cores
 - o Perform soil borings/pavement cores for pavement design and grading (Rubino)
 - o Prepare Geotechnical Report (Rubino)
- Pavement Design
 - o Review Geotechnical Report to determine optimal pavement section and potential areas of concern.
 - o Perform Pavement Design
- EcoCAT Submittal and CCDD
 - o Perform EcoCAT Submittal
 - o CCDD and 662 and 663 Forms (Rubino)
- Utility Coordination
 - o Perform Design J.U.L.I.E. ticket.
 - o Review and inventory existing utility information to identify potential conflicts
 - Coordination with all public utilities

Design Engineering:

- Project Management, Coordination, Meetings, and QC/QA
 - o Project Comment Review Meetings (1 meeting at prefinal plans)
 - o Project Management
 - o Project Scheduling
 - o QC/QA will be performed throughout the project
- Prefinal Plans, Specifications and Cost Estimates
 - o Coordinate documentation for CCDD Management of soils.
 - o Coordinate with City Staff the final scope of improvements
 - O Develop prefinal plans including the following:
 - Title Sheet
 - General Notes
 - Summary of Quantities

Kennedy Road and Freedom Place Intersection Improvements United City of Yorkville Professional Services Agreement Design Engineering Attachment B- Scope of Services

- Existing and Proposed Typical Sections
- Schedule of Quantities
- Plan and Profile (1"=20')
- Traffic Control Typical Sections
- Suggested Construction Staging Plans
- Erosion and Sediment Control Plan (1"=20')
- Drainage and Utilities Plan (1"=20')
- Intersection Paving Plan (1"=20")
- Pavement Marking, Lighting, Signing & Landscaping Plan (1"=20")
- ADA Details
- Project Details
- City Details
- IDOT District Three and IDOT Details
- Cross Sections (@ 50 ft stations, 1"=10' horizontal, 1"=5' vertical)
- O Prepare bid package, and ancillary documents, including:
 - BLR12200 Local Public Agency Formal Contract Proposal
 - BLR12200 A Schedule of Prices
 - BLR12230 Bid Bond Form
 - BC57 Affidavit of Availability
 - Index for Supplemental Specifications and Recurring Special Provisions
 - Check Sheet for Recurring Special Provisions
 - BLR11310 Special Provisions
 - Bureau of Design and Environment Special Provisions/Check sheets
 - Prevailing Wage
- Special Provisions in IDOT format
 - Local Roads Special Provisions
 - District Three Special Provisions
 - City Provisions & Details
 - Status of Utilities
- o Calculate Quantities and prepare prefinal Cost Estimate
 - Quantities to be organized by funding source (if necessary)
 - BDE 213 Estimate of Cost
- o Prepare BDE220A Estimate of Time Required
- o Perform QC/QA review of prefinal plans, documents and cost estimate
- o Submit prefinal plans to the utility companies as necessary
- Submit prefinal plans, estimate of cost, estimate of time and special provisions to the City for review.
- Final Plans, Specifications and Cost Estimates
 - o Prepare and provide disposition of prefinal plan comments to the City
 - o Update plans based on comments received on prefinal plans
 - o Update summary of quantities, estimate of cost and estimate of time for final submittal.
 - o Update special provisions for final submittal.
 - o Perform QC/QA review of final plans, documents and cost estimate
 - Submit final plans, estimate of cost, estimate of time and special provisions to the City and utility companies.

Kennedy Road and Freedom Place Intersection Improvements United City of Yorkville Professional Services Agreement Design Engineering Attachment B- Scope of Services

- United City of Yorkville Stormwater Permitting
 - Obtain United City of Yorkville Stormwater Permit
- Bidding, Letting and Contracting
 - O Assist in bidding and Contractor/bid evaluations,
 - Contract preparation
 - o Additional contract administration as required

Items not included in the scope:

- Development of Plats and Legals
- Right-of-way Negotiations and Appraisals
- Construction (Phase III) engineering services
- Preliminary Site Investigation (PSI)
- Preliminary Environmental Site Assessment (PESA)
- Design services by a landscape architect. Only basic landscaping will be provided.
- Any special aesthetic features or treatments.
- Existing lighting will be maintained. If lights need to be relocated, it is assumed no lighting design is required.
- No allowance for public involvement or public meetings
- Traffic signal design.
- Alignment, Ties and Benchmarks Sheets

ATTACHMENT C: ESTIMATED LEVEL OF EFFORT AND ASSOCIATED COST PROFESSIONAL ENGINEERING SERVICES

CLIE	CLIENT PROJECT NUMBER													
United City of Yorkville Y02219-P														
PRO	PROJECT TITLE				DATE					PREPARED BY				
Kennedy Road and Freedom Place Intersection Improvements						7/7/22				JWC				
			ENGINEERING			SURVEYING CAD D			RAFTING	ADMIN				
TASK NO.	TASK DESCRIPTION	ROLE RATE	PIC \$228	SPM \$216	SPE 2 \$183	PE \$154	SPM \$216	PM \$194	SPT 2 \$159	SPT2 \$159	SPT \$149	ADM \$70	HOURS	COST
PRELIN	MINARY ENGINEERING													
1.1	Preliminary Project Management, Coordination and QC/QA		2	12							4	2	20	\$ 3,784
1.2	Survey and Data Collection			2	2	2	2	12	24				44	\$ 7,682
1.3	Geotechnical Investigation (Coordination, Field Work, Review	ew Report)		2	2	4							8	\$ 1,414
1.4	Pavement Design			1	2	6							9	\$ 1,506
1.5	EcoCAT Submittal and CCDD			1	2	6						2	11	\$ 1,646
1.6	Utility Coordination			2	4	4						2	12	\$ 1,920
		Task Subtotal:	2	20	12	22	2	12	24	-	4	6	104	\$ 17,952
DESIG	N ENGINEERING													
2.1	Design Project Management, Coordination and QC/QA		2	18							4	2	26	\$ 5,080
2.2	Prefinal Plans, Specifications and Estimates		2	24	64	80				24	80		274	\$ 45,408
2.3	Final Plans, Specifications and Estimates		2	8	16	24				8	24		82	\$ 13,656
				8		16					8	2	34	\$ 5,524
2.5	Bidding, Letting and Contracting			2	16	8						2	28	\$ 4,732
		Task Subtotal:	6	60	96	128	-	-	-	32	116	6	444	\$ 74,400
		PROJECT TOTAL:	8	80	108	150	2	12	24	32	120	12	548	92,352

DIRECT EXPENSES	
Printing/Scanning =	\$ 300
Rubino (CCDD & Geotech) =	\$ 6,920
DIRECT EXPENSES =	\$ 7,220

LABOR SUMMARY	
EEI Engin. Expenses =	\$ 61,968
EEI Survey Expenses =	\$ 6,576
EEI CAD Expenses =	\$ 22,968
EEI Admin. Expenses =	\$ 840
TOTAL LABOR EXPENSES	\$ 92,352

TOTAL COSTS	\$	99,572
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ATTACHMENT D: ESTIMATED PROJECT SCHEDULE CLIENT PROJECT NUMBER YO2210-P United City of Yorkville PROJECT TITLE PREPARED BY DATE Kennedy Road and Freedom Place Intersection Improvements 7/8/22 JWC **TASK** 2023 TASK DESCRIPTION 2022 NO. OCT NOV DEC MAR APR FEB AUG SEP JAN MAY JUN PRELIMINARY ENGINEERING Preliminary Project Management, Coordination and QC/QA 1.2 Survey and Data Collection 1.3 Geotechnical Investigation Pavement Design EcoCAT Submittal and CCDD 1.5 Utility Coordination 1.6 **DESIGN ENGINEERING** Design Project Management, Coordination and QC/QA Prefinal Plans, Specifications and Estimates 2.2 Final Plans, Specifications and Estimates 2.3 United City of Yorkville Stormwater Permit 2.4 Bidding, Letting and Contracting







Standard Schedule of Charges

January 1, 2022

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$228.00
Principal	E-3	\$223.00
Senior Project Manager	E-2	\$216.00
Project Manager	E-1	\$194.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$183.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$170.00
Project Engineer/Planner/Surveyor	P-4	\$154.00
Senior Engineer/Planner/Surveyor	P-3	\$142.00
Engineer/Planner/Surveyor	P-2	\$129.00
Associate Engineer/Planner/Surveyor	P-1	\$116.00
Senior Project Technician II	T-6	\$159.00
Senior Project Technician I	T-5	\$149.00
Project Technician	T-4	\$139.00
Senior Technician	T-3	\$129.00
Technician	T-2	\$116.00
Associate Technician	T-1	\$102.00
GIS Technician	G-1	\$105.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Administrative Assistant	A-3	\$ 70.00
VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EX Vehicle for Construction Observation In-House Scanning and Reproduction	\$ 15.00	
Reimbursable Expenses (Direct Costs) Services by Others (Direct Costs) Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone Expert Testimony	Cost + 10%	\$ 206.00 \$ 258.00



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

Agenda Item Number
New Business #5
Tracking Number
PW 2022-59

Agenda Item Summary Memo

Title: Baseline Road	l Improvements – Design	Engineering Agreement				
Meeting and Date:	Public Works Committee	ee – July 19, 2022				
Synopsis:						
Council Action Prev	viously Taken:					
Date of Action:	Action T	aken:				
Item Number:						
Type of Vote Requi	red: Majority					
Council Action Req	uested: Approval					
Submitted by:	Bart Olson Name	Administration Department				
		•				
Agenda Item Notes:						



Memorandum

To: City Council

From: Erin Willrett, Assistant City Administrator

CC: Bart Olson, City Administrator

Date: July 14, 2022

Subject: Baseline Road Improvements – Design Engineering

Summary

Consideration of a design engineering agreement with EEI for future Baseline Road improvements.

Background

This item was last discussed by the City Council in Spring 2022, when the FY 23 budget proposal was approved. Within that budget and the City-wide Capital Fund is corresponding Capital Project List and within the budget memo, references are made to the Baseline Road project set for a FY 24 construction season (Summer 2023). We expect the design of the roadway to take a few months to complete, with a preferred bidding timeline in Spring 2023. In order to meet that preferred bidding timeline, we propose to begin design now. Accordingly, EEI has submitted a proposed design engineering agreement.

This contract is included in the FY 23 budget. The attached engineering agreement contains a \$34,698 fixed fee amount.

We propose to complete a mill and overlay over the entire City stretch from Route 47 to the township section of Baseline (east of Eldamain Rd). This project will not touch the bridge deck or substructure, which are both set to be replaced by IDOT as part of the Route 47 north expansion project.

Recommendation

Staff recommends approval of the design engineering agreement with EEI for future Baseline Road improvements.

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 Attachment B. Design Engineering for all roadways indicated on Attachment D will be provided. Construction Engineering services are not included and would be provided in a separate agreement. Engineering will be in accordance with all City and Illinois Department of Transportation 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 Lump Sum in the amount of \$34,698.00. The hourly rates for this project are shown in the attached 2022 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 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 attachments are as follows:

> **Standard Terms and Conditions Attachment A:**

Attachment B: Scope of Services

Estimated Level of Effort and Associated Cost **Attachment C:**

Location Map **Attachment D:**

Anticipated Project Schedule **Attachment E:**

2022 Standard Schedule of Charges **Attachment F:**

L. Notices:

All notices required to be given under the addressed to the parties as follows:	e terms of this agreement shall be given mail,
For the City:	For the ENGINEER:
City Administrator and City Clerk United City of Yorkville 800 Game Farm Road Yorkville, IL 60560	Engineering Enterprises, Inc. 52 Wheeler Road Sugar Grove Illinois 60554
Either of the parties may designate in write persons in connection with required notice	iting from time-to-time substitute addresses or s.
Agreed to thisday of	, 2022.
United City of Yorkville:	Engineering Enterprises, Inc.:
John Purcell	Brad Sanderson, P.E.
Mayor	Chief Operating Officer / President
Jori Behland	Christopher J. Ott, P.E.
City Clerk	Project Manager

Baseline Road Improvements – Design Engineering United City of Yorkville

Attachment A - 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. (EEI) (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.

Payment of Invoices: Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

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.

Fiduciary Duty: Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed to either party to the other party. EEI makes no warranty, express or implied, as to its professional services rendered.

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.

Attachment B – Scope of Services

Design Engineering:

- Conduct site visits to assess condition of existing pavement, driveways, culverts and drainage ditches
- Obtain, review and inventory existing utility, roadway, right-of-way, ownership, soil data, etc.
- Obtain geotechnical site data, consisting of pavement cores taken every 750-1000 feet, as necessary.
- Coordinate documentation for CCDD Management of soils.
- Coordinate and develop with City Staff the final scope of improvements
- Confirm pavement design and rehabilitation methodology.
- Utilize GIS to prepare base drawings for plan sheet development (R.O.W. to R.O.W)
- Prepare construction plans in IDOT form consisting of, but not limited to, the following sheets:
 - Cover Sheet
 - o General Notes & Legend Sheet
 - Summary of Quantities
 - Proposed and Existing Typical Sections
 - Plan Sheets
 - o City of Yorkville Detail Streets
 - Highway Standards
- Prepare Bid Package, and ancillary documents, including:
 - o BLR 12200 Local Public Agency Formal Contract Proposal
 - o BLR 12201 Schedule of Prices
 - o BLR 12230 Local Agency Proposal Bid Bond
 - o BLR 12325 Apprenticeship Certification
 - o BLR 12326 Affidavit of Illinois Business Office
 - o BC 57 Affidavit of Availability
 - o Index for Supplemental Specifications and Recurring Special Provisions
 - o BLR 11300 Check Sheet for Recurring Special Provisions
 - o BLR 11310 Special Provisions
 - o Bureau of Design and Environment Special Provisions/Check sheets
 - Local Roads Special Provisions
 - Location Map
 - Prevailing Wage
 - o Core Report (Provided by Rubino Engineering)
 - CCDD Documents
- Coordinate reviews with City of Yorkville Staff
- Prepare LPC-662 for Soil Management Services at Clean Construction Demolition Debris (CCDD) facility
- Prepare preliminary and final cost estimates
- Assist in bidding, contractor/bid evaluations, contract preparation and additional contract administration as required
- Attend meetings with Staff to review design progress
- Provide all plans and drawings electronically and hard copy in 11" x 17" size
- Provide all bid packages in 8 ½" x 11½" format
- Provide planning/design/construction schedule and frequent updates regarding any potential items affecting the schedule

ATTACHMENT C: ESTIMATED LEVEL OF EFFORT AND ASSOCIATED COST PROFESSIONAL ENGINEERING SERVICES

CLIENT	PROJECT NUMBER	
United City of Yorkville	YO2237-P	
PROJECT TITLE	DATE	PREPARED BY
Baseline Road Improvements - Design Engineering	7/13/22	CJO

TASK		ROLE	PIC	PM	PE	SPT 2	SPT 1	ADMIN		
NO.	TASK DESCRIPTION	PERSON							HOURS	COST
NO.		RATE	\$228	\$194	\$154	\$159	\$149	\$70		
DESIGN	ENGINERING									
2.1	Project Management and Administration		2	8					10	\$ 2,008
2.2	Project Meetings		2	2	2				6	\$ 1,152
2.3	Geotechincal Investigation (Coordination, Field Work, Review	ew Report)			4				4	\$ 616
2.4	Analyze/Finalize Roadway Rehabilitation Methods			2	4				6	\$ 1,004
2.5	Develop Base Sheets (Utilizing GIS)				4	4	12		20	\$ 3,040
2.6	Field Review of Existing Conditions			2	16				18	\$ 2,852
2.7	Prepare Plans, Specifcations & Estimates - 90%			4	40	16	16		76	\$ 11,864
2.8	QC/QA of Final Plans		2	6					8	\$ 1,620
2.9	Prepare Final Plans, Specifications & Estimates			2	6		6		14	\$ 2,206
2.10	Bidding and Contracting		2	4	6			4	16	\$ 2,436
	Insert	Task Subtotal:	8	30	82	20	34	4	178	\$ 28,798
	PRO	JECT TOTAL:	8	30	82	20	34	4	178	28,798

EEI STAFF

PIC Principal In Charge
PM Project Manager
PE Project Engineer

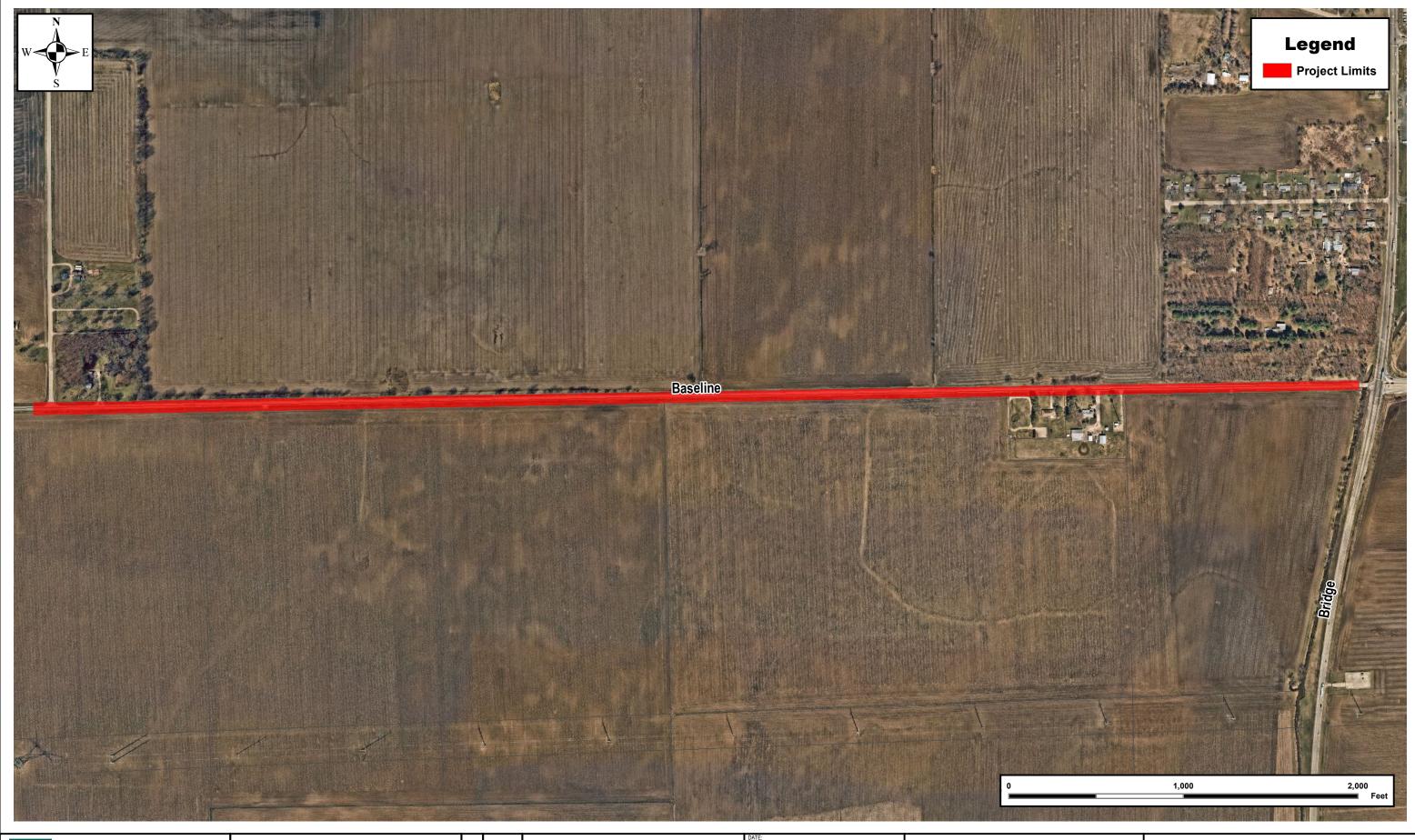
SPT 2 Senior Project Technician II SPT 1 Senior Project Technician I ADMIN Adminstrative Assistant

DIRECT EXPENSES						
Printing/Scanning =	\$	200				
Rubino (Pavement Cores) =	\$	5,700				
DIRECT EXPENSES =	\$	5,900				

LABOR SUMMARY	
EEI Labor Expenses =	\$ 28,798
TOTAL LABOR EXPENSES	\$ 28,798

TOTAL COSTS \$ 34,698







Engineering Enterprises, Inc. CONSULTING ENGINEERS 52 Wheeler Road Sugar Grove, Illinois 60554 (630) 466-6700 / www.eelweb.con

United City of Yorkville 800 Game Farm Road Yorkville, IL. 60560 (630) 553-4350 http://www.yorkville.il.us

			DATE:
			JULY 2022
			PROJECT NO.:
			YO2237
			PATH:
			H:/GIS/PUBLIC/YORKVILLE/2022
10.	DATE	REVISIONS	FILE: YO2237 BASELINE ROAD IMPROVEMENT BOUNDARY.MXD

BASELINE ROAD IMPROVEMENT
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

ATTACHMENT D LOCATION MAP

ATTACHMENT E: ESTIMATED SCHEDULE **CLIENT** PROJECT NUMBER YO2237-P United City of Yorkville PROJECT TITLE DATE PREPARED BY 7/13/22 CJO Baseline Road Improvements - Design Engineering TASK TASK DESCRIPTION 2022 NO. NOV AUG SEP OCT DEC **DESIGN ENGINEERING** 2.1 **Project Management and Administration** 2.2 **Project Meetings** 2.3 Geotechnical Investigation (Coordination, Field Work, Review Report) 2.4 Analyze/Finalize Roadway Rehabilitation Methods 2.5 Develop Base Sheets (Utilizing GIS) 2.6 Field Review of Existing Conditions Prepare Plans, Specifications & Estimates - 90% 2.7 QC/QA of Final Plans 2.8 Prepare Final Plans, Specifications & Estimates 2.9 Bidding and Contracting



2.10



Standard Schedule of Charges

January 1, 2022

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$228.00
Principal	E-3	\$223.00
Senior Project Manager	E-2	\$216.00
Project Manager	E-1	\$194.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$183.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$170.00
Project Engineer/Planner/Surveyor	P-4	\$154.00
Senior Engineer/Planner/Surveyor	P-3	\$142.00
Engineer/Planner/Surveyor	P-2	\$129.00
Associate Engineer/Planner/Surveyor	P-1	\$116.00
Senior Project Technician II	T-6	\$159.00
Senior Project Technician I	T-5	\$149.00
Project Technician	T-4	\$139.00
Senior Technician	T-3	\$129.00
Technician	T-2	\$116.00
Associate Technician	T-1	\$102.00
GIS Technician	G-1	\$105.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Administrative Assistant	A-3	\$ 70.00
VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EX Vehicle for Construction Observation In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)	\$ 15.00
Reimbursable Expenses (Direct Costs) Services by Others (Direct Costs) Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone Expert Testimony	Cost + 10%	\$ 206.00 \$ 258.00



Agenda Item Number
New Business #6
Tracking Number
PW 2022-60

Agenda Item Summary Memo

Title: Obstructions	in the Public Way	
Meeting and Date:	Public Works Committee – Ju	aly 19, 2022
Synopsis: Proposed	d ordinance prohibiting obstruct	ions in the public way.
Council Action Pre	viously Taken:	
Date of Action:	Action Taken:	
Item Number:		
Type of Vote Requ	ired: Majority	
Council Action Rec	quested: Approval	
Submitted by:	Eric Dhuse Name	Public Works Department
	Agenda Item	•
-		



Memorandum

To: Public Works Committee

From: Eric Dhuse, Director of Public Works

CC: Bart Olson, City Administrator

Date: July 5, 2022

Subject: Obstructions in public ways

Summary

A proposed ordinance to prohibit the placement of obstructions in the street, alley, sidewalk, or public way.

Background

Staff was asked to investigate what could be done about contractors making a mess in our streets after an incident occurred where a dirty mess was left on the street after a contractor finished working at a residence. After looking at our current code, we don't have anything specific that addresses this issue. Staff looked at the surrounding communities of Geneva, St. Charles, Naperville, and Oswego to see if they had ordinances that prohibited obstructions, and if so, what did they prohibit.

In all the communities mentioned, there are ordinances in place that prohibit all obstructions in the public way which include the roadway or sidewalk. This would include landscape materials, gravel, concrete, brick pavers, building supplies, dumpsters, etc. I have attached a proposed ordinance from Attorney Orr that is very similar to all the other communities.

Having an ordinance prohibiting obstructions in the street is important for public safety and for maintaining the condition of our roadways. I have seen pallets of paver bricks left on the street with no cones, piles of gravel, large mulch piles that block almost a lane width, all of which are a hazard to the motoring public. I have also seen broken up concrete patios, tree limbs, shrubs, etc. all placed on the street and then loaded in a truck from the street. There is no reason the contractors can't dump the supplies in the driveway or in the yard or place the waste material right into a truck to mitigate the hazard of leaving it in the street. When I see this happen and ask them to move it to the driveway or yard, I am told the same thing over and over "I don't want to damage the driveway or yard". Instead, they potentially damage the street or leave a mess behind.

Recommendation

Staff recommends approval of this ordinance.

AN ORDINANCE OF THE UNITED CITY OF YORKVILLE, ILLINOIS AMENDING TITLE 7, PUBLIC WAYS AND PROPERTY, OF THE CITY CODE OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

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

WHEREAS, in the interest of public safety, it should be unlawful for any obstruction to be placed in or upon any public way which interferes with the free use and access of such public way; and,

WHEREAS, the Mayor and City Council have determined that the City's Code of Ordinances should be amended to prohibit any obstruction upon a public way as hereinafter provided

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 7 of Chapter 1 of the Yorkville City Code is hereby amended by adding the following section thereto:

"7-1-4. *Obstruction of Public Way*:

- A. It shall be unlawful for any firm, corporation, partnership, trust or person to cause, create, maintain or permit the obstruction of any public way, including, but not limited to, any street, alley, sidewalk which, in any way that it interferes with the free use of such public way, except as may be authorized or required by the City Administrator or the Director of a Department of the City.
- B. The City may, at its election, remove any obstruction from a public way which is in violation of this Section 7-1-4 and charge the cost of removal to the party responsible for such obstruction, in addition to a fine for violation of this Code."

Section 2. This Ordinance shall be in full force and effect on July 26, 2022 upon its passage, approval, and publication as provided by law.

Passed 1	by the City Council of	f the United City of Yorkville, Ke	ndall County,
Illinois this	day of	, A.D. 2022.	
		City Clerk	
KEN KOCH		DAN TRANSIER	
ARDEN JOE P	LOCHER	CRAIG SOLING	
CHRIS FUNKI	HOUSER	MATT MAREK	
SEAVER TAR	ULIS	JASON PETERSON	
Approve	ed by me, as Mayor of	f the United City of Yorkville, Ke	ndall County,
Illinois, this	day of	, A.D. 2022.	
		Mayor	
Attest:			
City Clerk			



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

Agenda Item Number
New Business #7
Tracking Number
PW 2022-61
<u> </u>

Agenda Item Summary Memo

Title: Plat of Vacati	on – Lincoln Prairie		
Meeting and Date:	Public Works Committee – July	19, 2022	
Synopsis: Plat of V	acation – Lincoln Prairie		
-			
Council Action Pre	viously Taken:		
Date of Action:	Action Taken:		
Item Number:			
Type of Vote Requi	red: Majority		
Council Action Req	uested: Consideration of Approv	al	
Submitted by:	Brad Sanderson	Engineering	
	Name	Department	
	Agenda Item N	otes:	
_			



Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Jori Behland, City Clerk

Rob Fredrickson, Finance Director

Date: July 6, 2022

Subject: Plat of Vacation - Lincoln Prairie

The current landowner and developer have requested that the existing right-of-way within the once proposed Lincoln Prairie development be vacated. The specific request is shown in the attached Plat of Vacation document. The original dedications occurred in 2005 (Recorded Document Attached).

The request is being made due to current development plans that do not align with the original development concept. Soon, it is expected that formal development proposals will be made to the City.

Staff is supportive of the request. If you have any questions or require additional information, please let us know.

