



## 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, April 20, 2021

6:00 p.m.

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

#### Citizen Comments:

Minutes for Correction/Approval: March 16, 2021

#### New Business:

1. PW 2021-23 Snow Operations Report
2. PW 2021-24 Capital Improvement Projects Update
3. PW 2021-25 Quarterly Bond and Letter of Credit Reduction Summary
4. PW 2021-26 Timber Glenn Subdivision – Lot 5 and 6 – Bond Release
5. PW 2021-27 Mill Road Reconstruction – Contract Award
6. PW 2021-28 Mill Road Reconstruction – Construction Engineering Agreement
7. PW 2021-29 Bristol Ridge Road Resurfacing – Preliminary and Design Engineering Agreement
8. PW 2021-30 Wing Road – Construction Alternatives
9. PW 2021-31 Road to Better Roads Program II – Additional Paving
10. PW 2021-32 Alternative Water Supply Update – Engineering Agreement
11. PW 2021-33 Sidewalk Locations

#### Old Business:

1. PW 2021-06 MFT Resolution for ReBuild Illinois (Fox Hill Improvements)

#### Additional Business:

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

UNITED CITY OF YORKVILLE  
WORKSHEET  
**PUBLIC WORKS COMMITTEE**  
**Tuesday, April 20, 2021**  
**6:00 PM**  
CITY HALL CONFERENCE ROOM

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**CITIZEN COMMENTS:**

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**MINUTES FOR CORRECTION/APPROVAL:**

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1. March 16, 2021

- ☐ Approved \_\_\_\_\_
- ☐ As presented
- ☐ With corrections

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**NEW BUSINESS:**

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1. PW 2021-23 Snow Operations Report

- ☐ Moved forward to CC \_\_\_\_\_
  - ☐ Approved by Committee \_\_\_\_\_
  - ☐ Bring back to Committee \_\_\_\_\_
  - ☐ Informational Item
  - ☐ Notes \_\_\_\_\_
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2. PW 2021-24 Capital Improvement Projects Update

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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3. PW 2021-25 Quarterly Bond and Letter of Credit Reduction Summary

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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4. PW 2021-26 Timber Glenn Subdivision – Lot 5 and 6 – Bond Release

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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5. PW 2021-27 Mill Road Reconstruction – Contract Award

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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6. PW 2021-28 Mill Road Reconstruction – Construction Engineering Agreement

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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7. PW 2021-29 Bristol Ridge Road Resurfacing – Preliminary and Design Engineering Agreement

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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8. PW 2021-30 Wing Road – Construction Alternatives

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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9. PW 2021-31 Road to Better Roads Program II – Additional Paving

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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10. PW 2021-32 Alternative Water Supply Update – Engineering Agreement

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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11. PW 2021-33 Sidewalk Locations

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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**OLD BUSINESS:**

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1. PW 2021-06 MFT Resolution for ReBuild Illinois (Fox Hill Improvements)

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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**ADDITIONAL BUSINESS:**

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

Agenda Item Number

Minutes

Tracking Number

### Agenda Item Summary Memo

**Title:** Minutes of the Public Works Committee – March 16, 2021

**Meeting and Date:** Public Works Committee – April 20, 2021

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Committee Approval

**Submitted by:** Minute Taker

Name

Department

#### Agenda Item Notes:

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# DRAFT

**UNITED CITY OF YORKVILLE  
PUBLIC WORKS COMMITTEE  
Tuesday, March 16, 2021, 6:00pm  
Yorkville City Hall, Council Chambers  
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 pandemic by allowing remote attendance for this meeting.

**IN ATTENDANCE:**

**Committee Members**

Chairman Joe Plocher, remote

Alderman Seaver Tarulis, remote

Alderman Ken Koch, in-person

Alderman Chris Funkhouser, remote

**Other City Officials**

City Administrator Bart Olson, in-person

Assistant City Administrator Erin Willrett, remote

Engineer Brad Sanderson, EEI, in-person

Public Works Director Eric Dhuse, in-person

**Other Guests:**

Jason Pesola, remote

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

**Citizen Comments:**

Mr. Pesola thanked the city for everything it does.

**Previous Meeting Minutes:** February 16, 2021

The minutes were approved as presented.

**New Business:**

***1. PW 2021-08 Snow Operations Report***

Mr. Dhuse reported a very busy February and that 3 trucks were down much of the month. He thanked the crew for the job they did with the equipment available. He will have the year end report next month. Alderman Funkhouser asked about the salt brine failure and how to mitigate it. Mr. Dhuse replied a replacement part is on order and the truck will be ready for service next year. Report is informational.

**2. PW 2021-09 Water Department Reports for September – December 2020 and January 2021**

Mr. Dhuse said less water was used in the winter. This is the monthly report for EPA and moves forward to City Council for approval.

**3. PW 2021-10 Road to Better Roads Program – Contract Award**

**4. PW 2021-11 2021 Road to Better Roads Program – Construction Engineering Agreement**

Items 3 and 4 were discussed together. Bids were received and the low bidder was D Construction at \$857,885.67 which is below the budget estimate. About \$50,000 of the leftover money will be spent for striping and crack sealing. EEI will do the construction engineering to complete the work this summer at a cost of about \$66,291.

**5. PW 2021-12 Elizabeth Street and Appletree Court Water Main Improvements - Contract Award**

**6. PW 2021-13 Elizabeth Street and Appletree Court Water Main Improvements – Construction Engineering Agreement**

Eleven bids were received and the low bidder was Stokes Excavating from Rockford at \$600,295.12. Mr. Sanderson recommended awarding the bid to them. The construction engineering agreement is with EEI for \$68,791. Mr. Olson recommended approval.

**7. PW 2021-14 Kennedy Road and Mill Road Intersection Improvements Engineering Agreement**

This is the last piece of the Mill Rd. project, east of this intersection, and is \$51,383 for the engineering contract and \$6,200 direct expense for design engineering from EEI. The job will be put out to bid and hopefully completed with funds from Grande Reserve.

**8. PW 2021-15 Heartland Circle – Plat of Abrogation (1162 Spring Street)**

Mr. Sanderson said the property owner wishes to vacate the easement in the rear yard. It is a public utility easement with no utilities there and drainage is not needed. He recommends approval of the plat of abrogation which will shrink the easement by 10 feet of the 20-foot easement. Alderman Koch asked how it might affect the adjacent properties. The request is for a building permit for a pool and will not affect the nearby lots. This is recommended to move forward.

**9. PW 2021-16 Ashley Road Improvements – Status Update**

An update of Ashley Rd. projects was given by Mr. Sanderson. He said based on past agreements with the city and the developer, the agreement was to complete Rt. 126 and Ashley improvements by November 2021 where Yorkville Christian School will be located. The developer has received the IDOT permit and is ready to meet that schedule. The city has reviewed and signed off on the plans and work will be started in June or July. Performance guarantees are in place to insure the work is completed. The committee was OK with this info.

**10. PW 2021-17 Stop Sign Analysis**

**a. Freemont and Somonauk Streets**

**b. Heartland Circle**

A request was made for stop signs at Freemont and Somonauk. After review of traffic data, it does not support a 4-way stop, but it was recommended to replace the Freemont yield signs with stop signs. Mr. Sanderson said equipment to track speed data was used in this location. As a result, a stop sign is recommended at McHugh right off Rt. 47. The Heartland Circle requests did not meet the criteria for a stop sign. The committee concurred with the recommendations.

***11. PW 2021-18 2021 EEI Hourly Rate Request***

Mr. Olson referred to a memo in the packet in which EEI requests an inflationary increase in their hourly rate for base level and supplementary contracts. There was no request in 2020. He said the city supports the request and noted that the city will receive fewer hours. Alderman Funkhouser requested information regarding how many hours have been reduced from the base contract. Regarding the rates themselves he asked about the variation of the increase between 3-6% and 33%. Mr. Sanderson said the 33% increase is for a GIS Tech whose rates were too low based on other similar positions.

***12. PW 2021-19 Professional Services Intergovernmental Agreement with Oswego and Montgomery and Water Study Contribution***

Mr. Olson said the city proposes to pay Oswego \$58,650.93 and about \$4,000 in legal fees for work being completed on the water study which also benefits Yorkville. Oswego did not ask for contributions, however, Yorkville did not wish to duplicate services and the city will offset Oswego's costs. The Mayors have discussed this matter and this item will set up an agreement with Oswego and Montgomery with each town agreeing to pay the others for services as they see fit. Administrator Olson is recommending a positive vote for the agreement and the other vote is to approve the contribution shown above. A special counsel is also being recommended and other expenses will be forthcoming which will be discussed next month. A supplemental EEI agreement will likely be necessary also. Land acquisition might also be needed.

***13. PW 2021-20 Wyland National Mayor's Challenge for Water Conservation***

Ms. Willrett said this is the city's fourth year in the challenge. There is information on social media and on the website. She said teachers will pick up this information for the classroom. She asked for approval of the resolution by the City Council and she said a press release will be issued. The committee agreed with participating in the challenge.

***14. PW 2021-21 Sale of Surplus Vehicles***

Mr. Dhuse said he wishes to dispose of several vehicles in Public Works. The proposal is to sell or trade after the replacement vehicles are received. Two of the vehicles are tied to the next agenda item of a proposed vehicle purchase proposal. The committee members approved this action.

***15. PW 2021-22 Public Works Vehicle Proposals***

Mr. Olson said the proposal is to buy \$680,000 worth of vehicles and equipment as part of a 2021 Budget Amendment or 2022 Budget proposal, plus funds left over from 2021. More impact fees were received than expected. Mr. Dhuse outlined the desired purchases: tractor for \$41,000 and 4-6 week turnaround time, lawnmower, replacement of wheel loader with 8-12 weeks turnaround, seal coating machine to do maintenance on trails etc., line sprayer, bucket for leaf pickup for wheel loader and 2 trucks. Two trucks have already been ordered and Mr. Dhuse proposed rehab on two other trucks.

Alderman Funkhouser questioned the seal coating machine, however, Mr. Dhuse said he had done a time study that reflected a savings of \$127,000 for the city being able to do the sealcoating on trails which have had no sealcoating thus far. Mr. Funkhouser had concerns about adding more tasks to staff.

Mr. Dhuse said that rehabbing the 2007 trucks will add 5-7 more years to the truck lifespan and provide better resale value. He said it takes 2 years to receive a new truck once ordered. He said the city is lacking the necessary number of trucks in comparison to other communities.

In conclusion, Mr. Funkhouser asked for additional information while Mr. Tarulis said equipment is needed to do the job. Chairman Plocher suggested removing the purchase of a sealcoating machine, making it a separate item and moving the other items forward.

**Old Business:** None

**Additional Business:**

Alderman Koch asked for a discussion on repairing additional streets. Mr. Olson said approximately \$550,000 would be put towards roads yet to be determined. If bids are lucrative, other streets in Fox Hill will be added to the repair list. He asked the committee which roads they would like to see repaired and Mr. Dhuse had been asked to draft a list of additional streets that should be repaired. Estimates and an analysis will be brought to the April meeting. Alderman Funkhouser asked for a total of the expenditures for Roads to Better Roads as of now and for the summer. Mr. Olson provided that estimate.

In another matter, Mr. Funkhouser noted that some of the downtown areas have gravel parking spaces which become muddy and he would like to see them paved. Chairman Plocher agreed.

There was no further business and the meeting adjourned at 7:04pm.

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



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

Agenda Item Number

New Business #1

Tracking Number

PW 2021-23

### Agenda Item Summary Memo

**Title:** Year End Snow Operations Report

**Meeting and Date:** Public Works Committee – April 20, 2021

**Synopsis:** Brief year end report covering snow removal operations.

### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** None

**Council Action Requested:** None

**Submitted by:** Eric Dhuse Public Works  
Name Department

### Agenda Item Notes:

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# Memorandum

To: Public Works Committee  
From: Eric Dhuse, Director of Public Works  
CC: Bart Olson, Administrator  
Date: April 14, 2021  
Subject: Yearend snow report

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## Summary

A brief recap of the snow removal season.

## Background

Preparing for this snow season was unlike any other. With social distancing and sanitizing everything it was a logistical nightmare. To complicate things, we had a “perfect” leaf season where everyone put out every leaf that fell off the trees. Leaf pick up lasted until November 25<sup>th</sup> which gave us little time to get things ready. Luckily, the snow held off until the New Year’s weekend.

The New Year’s event was a tricky one due to the icing conditions. Staff was out repeatedly spreading salt in an effort to keep the roads safe. Between New Year’s and February, it was looking like a normal winter. A small storm once in a while with seasonal temperatures. When February got here, that all changed. From Friday February 5<sup>th</sup> through the 24<sup>th</sup> is a blur. During this time, we were out almost constantly due to persistent snowfall and extremely cold temps. This time was very tough on equipment and staff, we had multiple break downs of trucks and a very tired staff. During this almost three weeks stretch, we had 3 of our large trucks out at one time or another, and many breakdowns of the small trucks that we were able to repair. When you couple this with the constant cold temps and snowfall, it made it hard to keep the roads safe. Thankfully the snow finally stopped and winter returned to normal giving us one last hoorah right before St. Patrick’s Day. On this day, the snow came down so fast and furious so we were forced to salt again even though the temps were well above freezing and we knew the snow would melt off relatively quickly.

The data below is a compilation of all the data you have seen throughout the year compiled into one table. Some important notes regarding the table:

1. Brine usage was down considerably. This was due to the extremely cold temps during February, and our brine making machine salinity sensor was broken, so we couldn’t make brine even if we wanted to. The sensor was on backorder for quite some time, the part did not even get here until late March. Our brine machine is now back up and running.
2. Total miles driven were 11,485 by our dump trucks alone. This does not include the full compliment of pick ups which probably drove an equal number of miles assisting the large trucks with snow removal.
3. Tons of salt used was 1651 tons. I would deduce that the total was closer to 1800 which is a 10% increase over what was reported. I say this because we purchased 1800 tons of salt and have the same amount left over as last year. The reporting is never 100% accurate due to the following reasons:
  - a. The trucks on route 7s do not have data recorders. I estimate the amount of salt used by multiplying the spread rate by the miles of road on the route. In

addition, these 2 trucks perform the clean up in many of the parking lots downtown which are also estimated.

- b. The data collectors in the dump trucks are not made to be accurate to the pound, they are a general guideline that gives us good data to use to be able to see if it is spreading salt consistently, and to give us a general idea how much each route uses per event.
- c. We do not record the salt used on sidewalks. although this is not much in terms of the overall salt usage, this does add up over a season.

Snow Operations Salt and Brine Data 2020-2021										
Snow Event Date		12/29-3/15								
Date of Recording		4/8/2021								
Recorder		ED								
Route	Truck ID	Total Miles Driven	Average MPH	Salt Miles	Lbs of Salt Used	Lbs of Salt/Mi.	Brine Miles	Gallons of Brine Used	Gal Brine/Ton Salt	Tons of Salt Used
1	9	1622	13	615	349354	569	405	936	5	175
2	27	1428	12	812	471344	581	385	437	2	236
3	10	358	10	256	172038	672	164	494	6	86
4	23	996	11	589	307732	522	368	677	4	154
5	13	1051	12	480	249541	520	214	261	2	125
5	28	1147	11	626	298192	476	340	216	1	149
6	18	1285	11	776	450110	580	366	1320	6	225
7	3,14	1327	10	1079	433600	402	0	0	0	217
8	22	775		353	201876	572	245	724	7	101
9	11	1497	10	645	368309	571	364	1535	8	184
EVENT TOTALS		11485	11.22	6229	3302096	532.61	2851	6600	4.06	1651
			Avg.			Avg.			Avg.	
Out of service for at least a portion of the reporting period.										

One last key item of note is to note the number of dump trucks that broke down at some point during the snow removal season. These breakdowns are not just blown hoses, or other minor setbacks, these breakdowns that are noted are those that caused the truck to be taken out of the lineup for an extended period of time.

### Moving Forward

In the upcoming budget year, we have the rehabilitation of 2 existing trucks that will be completed by the time they are needed for snow removal this winter. In addition to the standard rehab of the underbody, box, and controls, these rehabs will include new hydraulic systems as well. this will hopefully prevent down time with blown hoses and will help us by providing more hydraulic power for the plow, box, spreader, and brine pump. We are also finishing up the process to order an additional single axle dump truck to add to the fleet in winter 2022. Although it will not help for the upcoming season, we have something to look forward to for 2022. To compliment these items, we have 2 new pickup trucks in the water dept. for next season with the intention of ordering an additional 2 pickups for the street department. Having 4 new pickups should give us more consistency and reliability.

This is an informational agenda item; no action is needed.



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

Agenda Item Number

New Business #2

Tracking Number

PW 2021-24

### Agenda Item Summary Memo

**Title:** Capital Project Update

**Meeting and Date:** Public Works Committee – April 20, 2021

**Synopsis:** Status Update

### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** \_\_\_\_\_

**Council Action Requested:** None

**Submitted by:** Brad Sanderson  
Name Department

### Agenda Item Notes:

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# Memorandum

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

Date: March 29, 2021  
Subject: Capital Improvement Projects Update

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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**

### 2020 RTBR Program

The work is substantially complete. Final restoration to be addressed in the spring.

### 2020 Striping Program

Work is to be completed by April 30, 2021.

## **Planning/Design Projects**

### 2021 RTBR Program

Contract has been awarded to D Construction. The contract completion date is July 10<sup>th</sup>.

### Mill Road Reconstruction

Bids were received on February 5th and were reviewed at the February Public Works Committee meeting. We anticipate discussing further at an upcoming meeting.

### Beaver Street BPS Generator

Design engineering is complete. We are targeting an April letting.

### Appletree Court Water Main Improvements

Contract has been awarded to Stokes Excavating. Tentative start date is June 28<sup>th</sup> and shall be completed by August 31<sup>st</sup>.

### Fox Hill Improvements (Rebuild Illinois)

Design engineering is 95% complete and has been submitted to IDOT for review. We are targeting an April/May letting.

### Risk and Resilience Assessment Emergency Response Plan

Work is on-going and will be completed in June.



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

Agenda Item Number

New Business #3

Tracking Number

PW 2021-25

### Agenda Item Summary Memo

**Title:** Bond/LOC Reduction Summary – March 31, 2021

**Meeting and Date:** Public Works Committee – April 20, 2021

**Synopsis:** Informational

### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** \_\_\_\_\_

**Council Action Requested:** Informational

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

### Agenda Item Notes:

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# Memorandum

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

Date: March 29, 2021  
Subject: 2021 Bond/LOC Reduction Summary – To Date

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Please see the attached reduction summary through March 31, 2021. If you have any questions, please let me know.

**2021 Bond and Letter of Credit Reduction Report**

<b>Date</b>	<b>Development/Project</b>	<b>Engineer Concurrence</b>	<b>City Administrator Concurrence</b>	<b>Mayor Concurrence</b>	<b>Reduction</b>	<b>Final Release</b>	<b>Reduction Value</b>	<b>Remaining Balance</b>
1/12/2021	Grande Reserve - Unit 23	X	X		X		\$ 1,024,153.05	\$ 856,777.79
3/23/2021	Kendall Marketplace Townhomes - Lot 52 (Phase 1)	X	X		X		\$ 612,355.00	\$ 163,898.00



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

Agenda Item Number

New Business #4

Tracking Number

PW 2021-26

### Agenda Item Summary Memo

**Title:** Timber Glenn Subdivision- Lot 5 and 6 - Bond Release

**Meeting and Date:** Public Works Committee – April 20, 2021

**Synopsis:** Recommendation to release remaining performance security

### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Approval

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

### Agenda Item Notes:

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# Memorandum

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

Date: March 23, 2021  
Subject: Timber Glenn Subdivision- Lot 5 and 6 – Bond Release

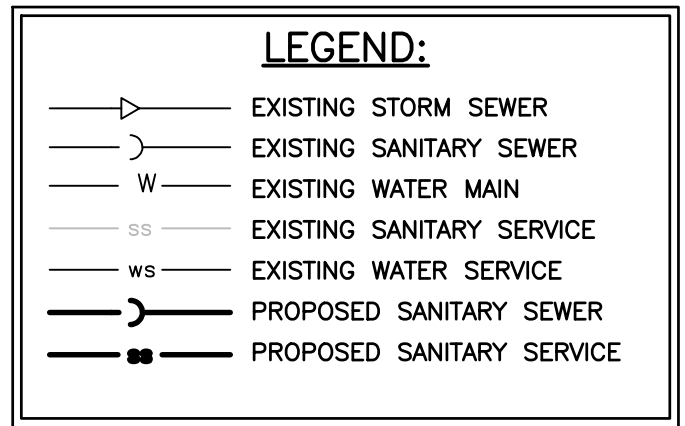
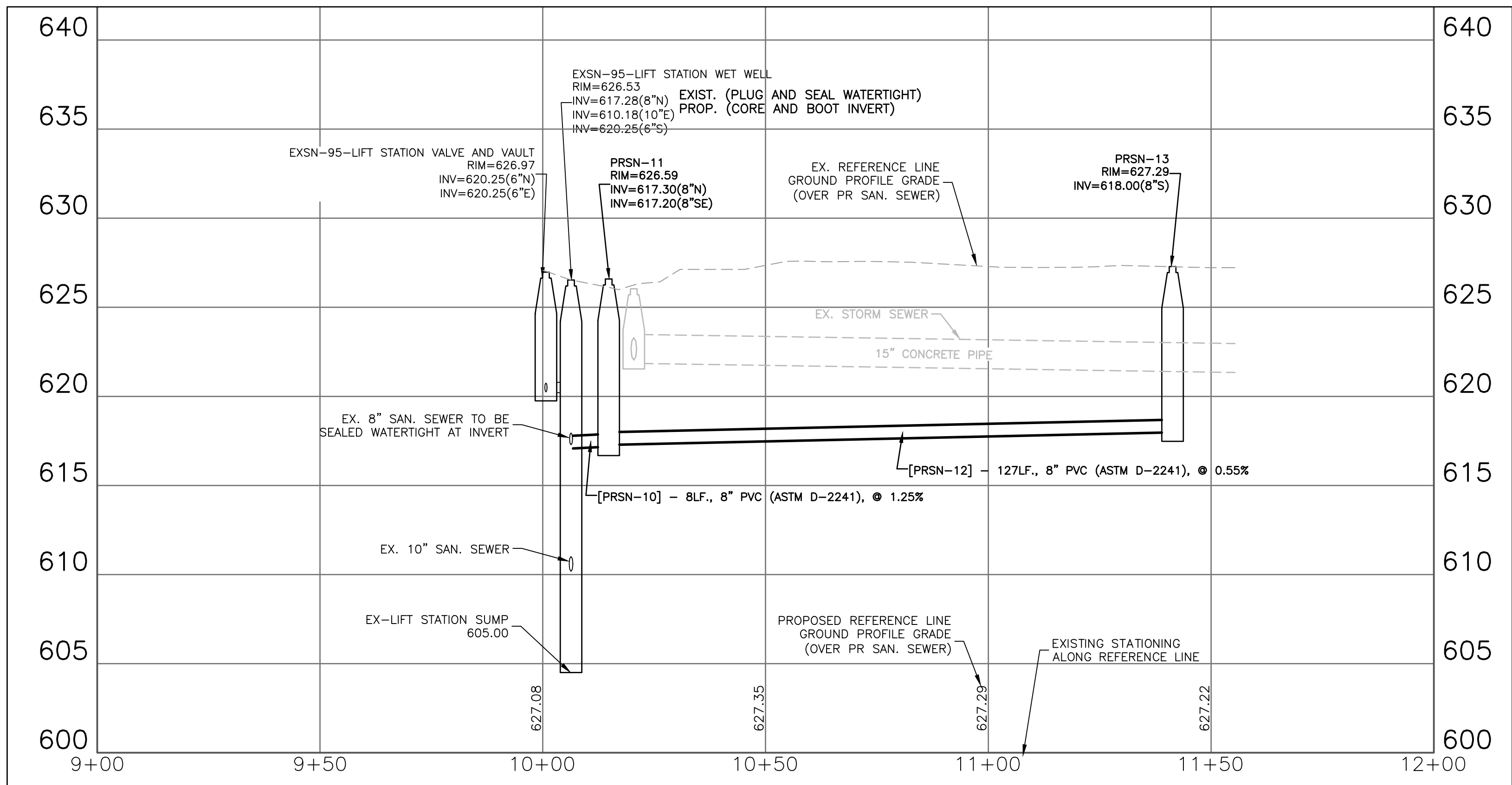
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The developer has completed the remaining punchlist items from the one-year warranty period and we are now recommending a full release of their remaining performance security. The value of the remaining security is \$2,515.00 (Traveler's Casualty and Surety Company of America Bond #41424197).

The public improvements were accepted on March 24, 2020.

Please let us know if you have any questions.

X:\ref: ygt-1-1-d01: 18170: 030871-rd sent UCOY 121107 cld: 181081.01-cc-Dgnr: 181081.01-cc-Survey: 181081.01-cc-Civil-3d-Objects-Grading: 030871FP: 181081.01-cc-Profile  
4/30/2019 11:39:30 AM J:\2018\181081\181081.01\CAD\DWGs\181081.01-Utility\_Plan.dwg



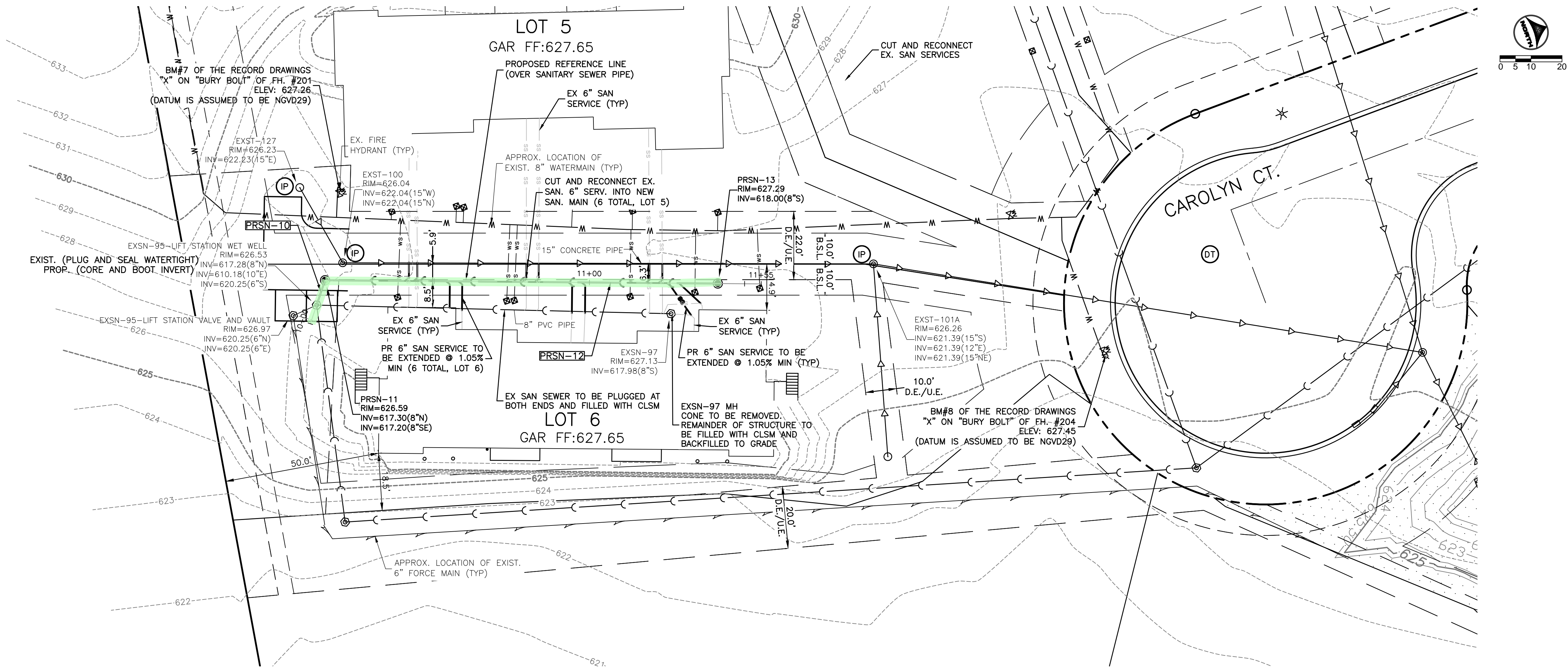
- NOTES:**
- PROPOSED RIM GRADES ARE FOR REFERENCE ONLY, VERIFY PER FINAL LOT GRADING.
  - MAINTAIN 18" VERTICAL SEPARATION PER I.E.PA'S REQUIREMENTS
  - PROPOSED SANITARY SEWER SHALL BE TRENCH BACKFILLED IN ACCORDANCE WITH THE CITY OF YORKVILLE'S SPECIFICATIONS, YORKVILLE-BRISTOL SEWER DISTRICT (YBSD) SPECIFICATIONS AND STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION
  - EXISTING SANITARY SEWER EXISTING SANITARY SEWER THAT IS CALLED OUT TO BE ABANDONED SHALL BE ABANDONED IN PLACED, FILLED WITH CLSM MATERIAL, CAPPED AT BOTH ENDS AND ALLOW FOR AIR BLOWOFF WHILE FILLING SOLID WITH CLSM.
  - EXISTING SERVICES TO BE RECONNECTED TO PROPOSED SANITARY SEWER

**LOT 5 & 6 OF TIMBER GLENN SUBDIVISION**  
**SANITARY SEWER REPLACEMENT**  
**CLIENT: ABBY PROPERTIES, LLC**  
YORKVILLE, ILLINOIS  
FINAL ENGINEERING - FOR REVIEW & PERMIT  
**SANITARY SEWER REPLACEMENT PLAN**

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

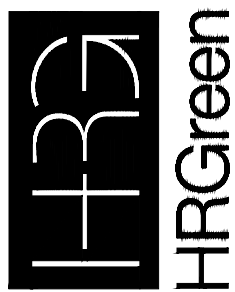
DRAWN BY: MPL  
APPROVED: DWS  
JOB DATE: 04/16/2019  
JOB NO: 181081.01

DRAWING  
**C-05**



NO.	DATE	BY	REVISION DESCRIPTION
1	04/30/19	DWS	YBSB AND CITY REVIEW COMMENTS

ILLINOIS DESIGN FIRM  
# 184-001322  
651 PRAIRIE POINTE,  
SUITE 201  
YORKVILLE, IL 60560  
PHONE: 630.553.7560  
FAX: 630.553.7646





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

Agenda Item Number

New Business #5

Tracking Number

PW 2021-27

### Agenda Item Summary Memo

**Title:** Mill Road Reconstruction

**Meeting and Date:** Public Works Committee – April 20, 2021

**Synopsis:** Mill Road Reconstruction – Recommendation to Award

### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

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

### Agenda Item Notes:

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# Memorandum

To: Bart Olson, City Administrator  
From: Brad Sanderson, EEI  
CC: Eric Dhuse, Director of Public Works  
Lisa Pickering, City Clerk  
Rob Fredrickson, Finance Director

Date: April 5, 2021  
Subject: Mill Road Reconstruction

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Bids were received, opened and tabulated for work to be done on the Mill Road Reconstruction at 10:00 a.m., February 5, 2021. Representatives of contractors bidding the project, the City, and our firm were in attendance. A tabulation of the bids and the engineer's estimate is attached for your information and record. The low bid was below our engineer's estimate.

We recommend the acceptance of the bid and approval of award be made to the low bidder, D. Construction, Inc. 1488 S. Broadway St. Coal City, IL 60416, in the amount of **\$1,957,829.43**.

Due to the fact the funding of this project is through the Grande Reserve Developer, we recommend the award of the project be contingent upon approval of the development agreement.

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

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS, AUTHORIZING ACCEPTANCE OF A BID FROM D. CONSTRUCTION INC. FOR THE MILL ROAD RECONSTRUCTION PROJECT IN THE AMOUNT NOT TO EXCEED \$1,957,829.43.**

**WHEREAS**, the United City of Yorkville, Kendall County, Illinois (the “*City*”) is a duly organized and validly existing municipality of the State of Illinois pursuant to the 1970 Illinois Constitution and the Illinois Municipal Code, as from time to time amended (the “*Municipal Code*”) (65 ILCS 5/65-1-1-2, *et seq.*); and,

**WHEREAS**, after completion of the competitive purchasing process as required by the Municipal Code, and review of all proposals, the staff recommends acceptance of the bid from the D. Construction, Inc., Coal City, Illinois, to perform the work for the Mill Road Reconstruction Project for the City.

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

*Section 1.* That the bid submitted by D. Construction, Inc. for the Mill Road Reconstruction Project is hereby accepted in an amount not to exceed \$1,957,829.43, and the Mayor and City Clerk are hereby authorized and directed on behalf of the United City of Yorkville to execute a contract containing the terms of the request for bid and bid submitted by D. Construction, Inc and to undertake any and all actions as may be required to implement the terms of the contract.

*Section 2.* That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this  
\_\_\_\_ day of \_\_\_\_\_, A.D. 2021.

\_\_\_\_\_  
CITY CLERK

KEN KOCH \_\_\_\_\_

DAN TRANSIER \_\_\_\_\_

JACKIE MILSCHEWSKI \_\_\_\_\_

ARDEN JOE PLOCHER \_\_\_\_\_

CHRIS FUNKHOUSER \_\_\_\_\_

JOEL FRIEDERS \_\_\_\_\_

SEAVER TARULIS \_\_\_\_\_

JASON PETERSON \_\_\_\_\_

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois  
this \_\_\_\_ day of \_\_\_\_\_, A.D. 2021.

\_\_\_\_\_  
MAYOR

*Attest:*

\_\_\_\_\_  
CITY CLERK





Outstanding Service ~ Every Client ~ Every Day

BID TABULATION MILL ROAD RECONSTRUCTION UNITED CITY OF YORKVILLE																			
		BID TABULATION BIDS RECD 2/5/2021		D. CONSTRUCTION 1488 S. Broadway Coal City, IL 60416		GENEVA CONSTRUCTION P.O. Box 998 Aurora, IL 60507		BUILDERS PAVING, LLC 4413 Roosevelt Rd. Ste 108 Hillside, IL 60162		MARTAM CONSTRUCTION INC. 1200 Gasket Drive Elgin, IL 60120		PLOTE CONSTRUCTION INC. 1100 Brandt Drive Hoffman Estates, IL 60192		H. LINDEN & SONS SEWER & WATER INC. 722 E. South St. Unit D Plano, IL 60545		PERFORMANCE CONSTRUCTION & ENGINEERING, LLC 217 W. John Street Plano, IL 60545		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	48.0	\$ 19.80	\$ 950.40	\$ 17.75	\$ 852.00	\$ 18.00	\$ 864.00	\$ 27.50	\$ 1,320.00	\$ 18.00	\$ 864.00	\$ 25.00	\$ 1,200.00	\$ 18.00	\$ 864.00	\$ 30.00	\$ 1,440.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	84.0	\$ 26.40	\$ 2,217.60	\$ 19.75	\$ 1,659.00	\$ 21.00	\$ 1,764.00	\$ 36.30	\$ 3,049.20	\$ 24.00	\$ 2,016.00	\$ 35.00	\$ 2,940.00	\$ 20.00	\$ 1,680.00	\$ 42.00	\$ 3,528.00
3	EARTH EXCAVATION	CU YD	3412.0	\$ 19.00	\$ 64,828.00	\$ 21.00	\$ 71,652.00	\$ 19.50	\$ 66,534.00	\$ 21.25	\$ 72,505.00	\$ 23.75	\$ 81,035.00	\$ 26.00	\$ 88,712.00	\$ 31.00	\$ 105,772.00	\$ 23.00	\$ 78,476.00
4	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	5150.0	\$ 2.00	\$ 10,300.00	\$ 1.50	\$ 7,725.00	\$ 1.40	\$ 7,210.00	\$ 2.40	\$ 12,360.00	\$ 1.75	\$ 9,012.50	\$ 2.00	\$ 10,300.00	\$ 1.50	\$ 7,725.00	\$ 2.00	\$ 10,300.00
5	RESTORATION SPECIAL	SQ YD	9200.0	\$ 4.70	\$ 43,240.00	\$ 5.75	\$ 52,900.00	\$ 6.40	\$ 58,880.00	\$ 7.45	\$ 68,540.00	\$ 3.50	\$ 32,200.00	\$ 12.00	\$ 110,400.00	\$ 11.00	\$ 101,200.00	\$ 10.00	\$ 92,000.00
6	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	20306.0	\$ 3.00	\$ 60,918.00	\$ 4.25	\$ 86,300.50	\$ 5.00	\$ 101,530.00	\$ 4.95	\$ 100,514.70	\$ 4.50	\$ 91,377.00	\$ 4.00	\$ 81,224.00	\$ 6.00	\$ 121,836.00	\$ 4.00	\$ 81,224.00
7	SEEDING, CLASS 2A	ACRE	4.2	\$ 1,330.00	\$ 5,586.00	\$ 2,750.00	\$ 11,550.00	\$ 2,750.00	\$ 11,550.00	\$ 1,980.00	\$ 8,316.00	\$ 1,800.00	\$ 7,560.00	\$ 3,500.00	\$ 14,700.00	\$ 3,000.00	\$ 12,600.00	\$ 2,000.00	\$ 8,400.00
8	NITROGEN FERTILIZER NUTRIENT	POUND	378.0	\$ 2.20	\$ 831.60	\$ 2.00	\$ 756.00	\$ 2.00	\$ 756.00	\$ 1.10	\$ 415.80	\$ 1.00	\$ 378.00	\$ 4.00	\$ 1,512.00	\$ 3.00	\$ 1,134.00	\$ 2.00	\$ 756.00
9	PHOSPHORUS FERTILIZER NUTRIENT	POUND	378.0	\$ 2.20	\$ 831.60	\$ 2.00	\$ 756.00	\$ 2.00	\$ 756.00	\$ 1.10	\$ 415.80	\$ 1.00	\$ 378.00	\$ 4.00	\$ 1,512.00	\$ 3.00	\$ 1,134.00	\$ 2.00	\$ 756.00
10	POTASSIUM FERTILIZER NUTRIENT	POUND	378.0	\$ 2.20	\$ 831.60	\$ 2.00	\$ 756.00	\$ 2.00	\$ 756.00	\$ 1.10	\$ 415.80	\$ 1.00	\$ 378.00	\$ 4.00	\$ 1,512.00	\$ 3.00	\$ 1,134.00	\$ 2.00	\$ 756.00
11	MULCH, METHOD 3	ACRE	4.2	\$ 2,662.00	\$ 11,180.40	\$ 3,250.00	\$ 13,650.00	\$ 3,250.00	\$ 13,650.00	\$ 2,090.00	\$ 8,778.00	\$ 1,900.00	\$ 7,980.00	\$ 6,000.00	\$ 25,200.00	\$ 5,000.00	\$ 21,000.00	\$ 2,500.00	\$ 10,500.00
12	PERIMETER EROSION BARRIER	FOOT	610.0	\$ 3.30	\$ 2,013.00	\$ 3.00	\$ 1,830.00	\$ 3.20	\$ 1,952.00	\$ 5.50	\$ 3,355.00	\$ 5.00	\$ 3,050.00	\$ 3.00	\$ 1,830.00	\$ 3.00	\$ 1,830.00	\$ 4.00	\$ 2,440.00
13	TEMPORARY DITCH CHECKS	FOOT	640.0	\$ 15.40	\$ 9,856.00	\$ 11.00	\$ 7,040.00	\$ 11.00	\$ 7,040.00	\$ 19.00	\$ 12,160.00	\$ 17.25	\$ 11,040.00	\$ 7.00	\$ 4,480.00	\$ 10.00	\$ 6,400.00	\$ 15.00	\$ 9,600.00
14	INLET AND PIPE PROTECTION	EACH	22.0	\$ 154.00	\$ 3,388.00	\$ 120.00	\$ 2,640.00	\$ 120.00	\$ 2,640.00	\$ 245.00	\$ 5,390.00	\$ 130.00	\$ 2,860.00	\$ 140.00	\$ 3,080.00	\$ 150.00	\$ 3,300.00	\$ 150.00	\$ 3,300.00
15	STONE RIPRAP, CLASS A3	SQ YD	35.0	\$ 60.00	\$ 2,100.00	\$ 55.00	\$ 1,925.00	\$ 60.00	\$ 2,100.00	\$ 36.30	\$ 1,270.50	\$ 40.00	\$ 1,400.00	\$ 64.00	\$ 2,240.00	\$ 65.00	\$ 2,275.00	\$ 80.00	\$ 2,800.00
16	AGGREGATE SUBGRADE IMPROVEMENT 12"	SQ YD	20590.0	\$ 12.50	\$ 257,375.00	\$ 12.55	\$ 258,404.50	\$ 13.00	\$ 267,670.00	\$ 10.95	\$ 225,460.50	\$ 11.75	\$ 241,932.50	\$ 14.00	\$ 288,260.00	\$ 13.00	\$ 267,670.00	\$ 13.00	\$ 267,670.00
17	SUBBASE GRANULAR MATERIAL, TYPE B 4"	SQ YD	20.0	\$ 23.00	\$ 460.00	\$ 3.75	\$ 75.00	\$ 22.00	\$ 440.00	\$ 6.15	\$ 123.00	\$ 10.00	\$ 200.00	\$ 6.00	\$ 120.00	\$ 10.00	\$ 200.00	\$ 12.00	\$ 240.00
18	SUBBASE GRANULAR MATERIAL, TYPE B 6"	SQ YD	2000.0	\$ 8.40	\$ 16,800.00	\$ 7.80	\$ 15,600.00	\$ 11.00	\$ 22,000.00	\$ 7.00	\$ 14,000.00	\$ 20.00	\$ 40,000.00	\$ 8.00	\$ 16,000.00	\$ 11.00	\$ 22,000.00	\$ 14.00	\$ 28,000.00
19	SUBBASE GRANULAR MATERIAL, TYPE B 8"	SQ YD	52.0	\$ 17.00	\$ 884.00	\$ 23.30	\$ 1,211.60	\$ 20.00	\$ 1,040.00	\$ 9.90	\$ 514.80	\$ 15.00	\$ 780.00	\$ 10.00	\$ 520.00	\$ 12.00	\$ 624.00	\$ 20.00	\$ 1,040.00
20	SUBBASE GRANULAR MATERIAL, TYPE B 10"	SQ YD	140.0	\$ 18.00	\$ 2,520.00	\$ 14.15	\$ 1,981.00	\$ 18.00	\$ 2,520.00	\$ 11.70	\$ 1,638.00	\$ 15.00	\$ 2,100.00	\$ 12.00	\$ 1,680.00	\$ 13.00	\$ 1,820.00	\$ 25.00	\$ 3,500.00
21	AGGREGATE BASE COURSE, TYPE B 8"	SQ YD	587.0	\$ 12.00	\$ 7,044.00	\$ 11.15	\$ 6,545.05	\$ 11.00	\$ 6,457.00	\$ 9.10	\$ 5,341.70	\$ 10.25	\$ 6,016.75	\$ 10.00	\$ 5,870.00	\$ 12.00	\$ 7,044.00	\$ 20.00	\$ 11,740.00
22	HOT-MIX ASPHALT BASE COURSE, 5"	SQ YD	20080.0	\$ 15.25	\$ 306,220.00	\$ 17.05	\$ 342,364.00	\$ 16.50	\$ 331,320.00	\$ 18.70	\$ 375,496.00	\$ 21.69	\$ 435,535.20	\$ 18.00	\$ 361,440.00	\$ 17.00	\$ 341,360.00	\$ 20.00	\$ 401,600.00
23	BITUMINOUS MATERIALS (TACK COAT)	POUND	13570.0	\$ 0.01	\$ 135.70	\$ 0.50	\$ 6,785.00	\$ 0.01	\$ 135.70	\$ 0.01	\$ 135.70	\$ 0.34	\$ 4,613.80	\$ 0.01	\$ 135.70	\$ 0.01	\$ 135.70	\$ 0.50	\$ 6,785.00
24	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	2930.0	\$ 57.00	\$ 167,010.00	\$ 61.35	\$ 179,755.50	\$ 59.00	\$ 172,870.00	\$ 66.00	\$ 193,380.00	\$ 77.88	\$ 228,188.40	\$ 61.00	\$ 178,730.00	\$ 60.00	\$ 175,800.00	\$ 60.00	\$ 175,800.00
25	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	1848.0	\$ 62.00	\$ 114,576.00	\$ 68.00	\$ 125,664.00	\$ 70.00	\$ 129,360.00	\$ 74.80	\$ 138,230.40	\$ 84.10	\$ 155,416.80	\$ 74.00	\$ 136,752.00	\$ 68.00	\$ 125,664.00	\$ 70.00	\$ 129,360.00
26	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	20.0	\$ 70.00	\$ 1,400.00	\$ 89.00	\$ 1,780.00	\$ 65.00	\$ 1,300.00	\$ 95.00	\$ 1,900.00	\$ 68.23	\$ 1,364.60	\$ 92.00	\$ 1,840.00	\$ 86.00	\$ 1,720.00	\$ 80.00	\$ 1,600.00
27	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	1070.0	\$ 7.00	\$ 7,490.00	\$ 8.20	\$ 8,774.00	\$ 9.00	\$ 9,630.00	\$ 8.00	\$ 8,560.00	\$ 7.72	\$ 8,260.40	\$ 8.00	\$ 8,560.00	\$ 8.50	\$ 9,095.00	\$ 12.00	\$ 12,840.00
28	DETECTABLE WARNINGS	SQ FT	132.0	\$ 25.00	\$ 3,300.00	\$ 26.00	\$ 3,432.00	\$ 35.00	\$ 4,620.00	\$ 40.00	\$ 5,280.00	\$ 32.17	\$ 4,246.44	\$ 28.00	\$ 3,696.00	\$ 25.00	\$ 3,300.00	\$ 28.00	\$ 3,696.00
29	COMBINATION CURB AND GUTTER REMOVAL	FOOT	274.0	\$ 8.00	\$ 2,192.00	\$ 4.75	\$ 1,301.50	\$ 6.00	\$ 1,644.00	\$ 8.00	\$ 2,192.00	\$ 8.00	\$ 2,192.00	\$ 6.00	\$ 1,644.00	\$ 8.00	\$ 2,192.00	\$ 8.00	\$ 2,192.00
30	SIDEWALK REMOVAL	SQ FT	155.0	\$ 4.00	\$ 620.00	\$ 2.75	\$ 426.25	\$ 4.00	\$ 620.00	\$ 2.95	\$ 457.25	\$ 2.50	\$ 387.50	\$ 2.00	\$ 310.00	\$ 2.50	\$ 387.50	\$ 2.50	\$ 387.50
31	CRACK ROUTING (PAVEMENT)	FOOT	1258.0	\$ 1.10	\$ 1,383.80	\$ 1.00	\$ 1,258.00	\$ 1.00	\$ 1,258.00	\$ 5.00	\$ 6,290.00	\$ 1.00	\$ 1,258.00	\$ 1.50	\$ 1,887.00	\$ 15.00	\$ 18,870.00	\$ 0.50	\$ 629.00
32	CRACK FILLING	POUND	420.0	\$ 5.50	\$ 2,310.00	\$ 5.00	\$ 2,100.00	\$ 5.00	\$ 2,100.00	\$ 8.00	\$ 3,360.00	\$ 5.00	\$ 2,100.00	\$ 1.00	\$ 420.00	\$ 30.00	\$ 12,600.00	\$ 2.50	\$ 1,050.00
33	AGGREGATE SHOULDERS, TYPE B	TON	130.0	\$ 28.00	\$ 3,640.00	\$ 40.00	\$ 5,200.00	\$ 34.00	\$ 4,420.00	\$ 28.00	\$ 3,640.00	\$ 32.00	\$ 4,160.00	\$ 24.00	\$ 3,120.00	\$ 50.00	\$ 6,500.00	\$ 35.00	\$ 4,550.00
34	AGGREGATE SHOULDERS, TYPE B 6"	SQ YD	1940.0	\$ 9.00	\$ 17,460.00	\$ 11.40	\$ 22,116.00	\$ 10.25	\$ 19,885.00	\$ 8.80	\$ 17,072.00	\$ 25.81	\$ 50,071.40	\$ 8.00	\$ 15,520.00	\$ 16.00	\$ 31,040.00	\$ 18.00	\$ 34,920.00
35	HOT-MIX ASPHALT SHOULDERS, 8"	SQ YD	2000.0	\$ 27.20	\$ 54,400.00	\$ 32.00	\$ 64,000.00	\$ 33.00	\$ 66,000.00	\$ 34.30	\$ 68,600.00	\$ 40.57	\$ 81,140.00	\$ 35.00	\$ 70,000.00	\$ 32.00	\$ 64,000.00	\$ 35.00	\$ 70,000.00
36	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	1.0	\$ 800.00	\$ 800.00	\$ 1,350.00	\$ 1,350.00	\$ 1,120.00	\$ 1,120.00	\$ 735.00	\$ 735.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00	\$ 2,000.00	\$ 2,000.00	\$ 900.00	\$ 900.00



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BID TABULATION MILL ROAD RECONSTRUCTION UNITED CITY OF YORKVILLE																			
		BID TABULATION BIDS RECD 2/5/2021		D. CONSTRUCTION 1488 S. Broadway Coal City, IL 60416		GENEVA CONSTRUCTION P.O. Box 998 Aurora, IL 60507		BUILDERS PAVING, LLC 4413 Roosevelt Rd. Ste 108 Hillside, IL 60162		MARTAM CONSTRUCTION INC. 1200 Gasket Drive Elgin, IL 60120		PLOTE CONSTRUCTION INC. 1100 Brandt Drive Hoffman Estates, IL 60192		H. LINDEN & SONS SEWER & WATER INC. 722 E. South St. Unit D Plano, IL 60545		PERFORMANCE CONSTRUCTION & ENGINEERING, LLC 217 W. John Street Plano, IL 60545		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
37	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 15"	EACH	1.0	\$ 900.00	\$ 900.00	\$ 1,415.00	\$ 1,415.00	\$ 1,220.00	\$ 1,220.00	\$ 770.00	\$ 770.00	\$ 900.00	\$ 900.00	\$ 1,000.00	\$ 1,000.00	\$ 2,400.00	\$ 2,400.00	\$ 1,100.00	\$ 1,100.00
38	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 18"	EACH	1.0	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,620.00	\$ 1,620.00	\$ 825.00	\$ 825.00	\$ 1,100.00	\$ 1,100.00	\$ 1,200.00	\$ 1,200.00	\$ 3,000.00	\$ 3,000.00	\$ 1,300.00	\$ 1,300.00
39	METAL FLARED END SECTIONS 12"	EACH	4.0	\$ 400.00	\$ 1,600.00	\$ 470.00	\$ 1,880.00	\$ 160.00	\$ 640.00	\$ 345.00	\$ 1,380.00	\$ 325.00	\$ 1,300.00	\$ 500.00	\$ 2,000.00	\$ 800.00	\$ 3,200.00	\$ 500.00	\$ 2,000.00
40	PIPE CULVERTS, CLASS C, TYPE 1 12"	FOOT	100.0	\$ 59.00	\$ 5,900.00	\$ 27.00	\$ 2,700.00	\$ 34.00	\$ 3,400.00	\$ 45.00	\$ 4,500.00	\$ 45.00	\$ 4,500.00	\$ 58.00	\$ 5,800.00	\$ 80.00	\$ 8,000.00	\$ 35.00	\$ 3,500.00
41	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 12"	FOOT	122.0	\$ 57.00	\$ 6,954.00	\$ 39.00	\$ 4,758.00	\$ 34.00	\$ 4,148.00	\$ 69.00	\$ 8,418.00	\$ 45.00	\$ 5,490.00	\$ 65.00	\$ 7,930.00	\$ 80.00	\$ 9,760.00	\$ 52.00	\$ 6,344.00
42	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 15"	FOOT	5.0	\$ 100.00	\$ 500.00	\$ 110.00	\$ 550.00	\$ 38.00	\$ 190.00	\$ 90.00	\$ 450.00	\$ 48.00	\$ 240.00	\$ 72.00	\$ 360.00	\$ 90.00	\$ 450.00	\$ 57.00	\$ 285.00
43	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 18"	FOOT	195.0	\$ 69.00	\$ 13,455.00	\$ 44.00	\$ 8,580.00	\$ 41.00	\$ 7,995.00	\$ 75.00	\$ 14,625.00	\$ 50.00	\$ 9,750.00	\$ 75.00	\$ 14,625.00	\$ 100.00	\$ 19,500.00	\$ 60.00	\$ 11,700.00
44	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 12"	FOOT	479.0	\$ 69.00	\$ 33,051.00	\$ 46.00	\$ 22,034.00	\$ 53.00	\$ 25,387.00	\$ 85.00	\$ 40,715.00	\$ 45.00	\$ 21,555.00	\$ 65.00	\$ 31,135.00	\$ 82.00	\$ 39,278.00	\$ 60.00	\$ 28,740.00
45	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 15"	FOOT	479.0	\$ 69.00	\$ 33,051.00	\$ 49.00	\$ 23,471.00	\$ 47.00	\$ 22,513.00	\$ 87.00	\$ 41,673.00	\$ 48.00	\$ 22,992.00	\$ 72.00	\$ 34,488.00	\$ 92.00	\$ 44,068.00	\$ 65.00	\$ 31,135.00
46	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 18"	FOOT	289.0	\$ 69.00	\$ 19,941.00	\$ 51.00	\$ 14,739.00	\$ 53.00	\$ 15,317.00	\$ 89.00	\$ 25,721.00	\$ 50.00	\$ 14,450.00	\$ 75.00	\$ 21,675.00	\$ 102.00	\$ 29,478.00	\$ 70.00	\$ 20,230.00
47	STORM SEWER REMOVAL 12"	FOOT	328.0	\$ 11.00	\$ 3,608.00	\$ 12.00	\$ 3,936.00	\$ 22.50	\$ 7,380.00	\$ 12.00	\$ 3,936.00	\$ 15.00	\$ 4,920.00	\$ 5.00	\$ 1,640.00	\$ 10.00	\$ 3,280.00	\$ 15.00	\$ 4,920.00
48	STORM SEWER REMOVAL 15"	FOOT	56.0	\$ 15.00	\$ 840.00	\$ 14.00	\$ 784.00	\$ 26.00	\$ 1,456.00	\$ 12.00	\$ 672.00	\$ 15.00	\$ 840.00	\$ 5.00	\$ 280.00	\$ 10.00	\$ 560.00	\$ 18.00	\$ 1,008.00
49	ADJUSTING WATER MAIN 8"	FOOT	44.0	\$ 200.00	\$ 8,800.00	\$ 320.00	\$ 14,080.00	\$ 202.00	\$ 8,888.00	\$ 190.00	\$ 8,360.00	\$ 275.00	\$ 12,100.00	\$ 128.00	\$ 5,632.00	\$ 250.00	\$ 11,000.00	\$ 250.00	\$ 11,000.00
50	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	4.0	\$ 2,850.00	\$ 11,400.00	\$ 2,000.00	\$ 8,000.00	\$ 2,120.00	\$ 8,480.00	\$ 2,900.00	\$ 11,600.00	\$ 2,500.00	\$ 10,000.00	\$ 3,000.00	\$ 12,000.00	\$ 4,750.00	\$ 19,000.00	\$ 2,800.00	\$ 11,200.00
51	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 8 GRATE	EACH	5.0	\$ 2,800.00	\$ 14,000.00	\$ 1,825.00	\$ 9,125.00	\$ 2,020.00	\$ 10,100.00	\$ 2,800.00	\$ 14,000.00	\$ 2,400.00	\$ 12,000.00	\$ 3,000.00	\$ 15,000.00	\$ 4,600.00	\$ 23,000.00	\$ 2,800.00	\$ 14,000.00
52	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 11 FRAME AND GRATE	EACH	1.0	\$ 4,400.00	\$ 4,400.00	\$ 4,200.00	\$ 4,200.00	\$ 3,250.00	\$ 3,250.00	\$ 3,100.00	\$ 3,100.00	\$ 3,800.00	\$ 3,800.00	\$ 3,500.00	\$ 3,500.00	\$ 12,000.00	\$ 12,000.00	\$ 2,800.00	\$ 2,800.00
53	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 8 GRATE	EACH	1.0	\$ 1,850.00	\$ 1,850.00	\$ 1,500.00	\$ 1,500.00	\$ 1,150.00	\$ 1,150.00	\$ 875.00	\$ 875.00	\$ 1,200.00	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 3,800.00	\$ 3,800.00
54	INLETS, TYPE A, TYPE 8 GRATE	EACH	10.0	\$ 1,900.00	\$ 19,000.00	\$ 1,100.00	\$ 11,000.00	\$ 1,210.00	\$ 12,100.00	\$ 1,120.00	\$ 11,200.00	\$ 1,500.00	\$ 15,000.00	\$ 1,800.00	\$ 18,000.00	\$ 2,025.00	\$ 20,250.00	\$ 1,500.00	\$ 15,000.00
55	INLETS, TYPE B, TYPE 8 GRATE	EACH	1.0	\$ 2,000.00	\$ 2,000.00	\$ 1,285.00	\$ 1,285.00	\$ 1,820.00	\$ 1,820.00	\$ 925.00	\$ 925.00	\$ 1,700.00	\$ 1,700.00	\$ 1,500.00	\$ 1,500.00	\$ 2,600.00	\$ 2,600.00	\$ 2,300.00	\$ 2,300.00
56	MANHOLES TO BE ADJUSTED	EACH	4.0	\$ 650.00	\$ 2,600.00	\$ 625.00	\$ 2,500.00	\$ 410.00	\$ 1,640.00	\$ 355.00	\$ 1,420.00	\$ 750.00	\$ 3,000.00	\$ 700.00	\$ 2,800.00	\$ 600.00	\$ 2,400.00	\$ 650.00	\$ 2,600.00
57	MANHOLES TO BE ADJUSTED WITH NEW TYPE 8 GRATE	EACH	1.0	\$ 900.00	\$ 900.00	\$ 800.00	\$ 800.00	\$ 720.00	\$ 720.00	\$ 525.00	\$ 525.00	\$ 1,000.00	\$ 1,000.00	\$ 700.00	\$ 700.00	\$ 800.00	\$ 800.00	\$ 900.00	\$ 900.00
58	VALVE VAULTS TO BE ADJUSTED	EACH	1.0	\$ 650.00	\$ 650.00	\$ 625.00	\$ 625.00	\$ 520.00	\$ 520.00	\$ 525.00	\$ 525.00	\$ 750.00	\$ 750.00	\$ 700.00	\$ 700.00	\$ 600.00	\$ 600.00	\$ 650.00	\$ 650.00
59	MANHOLES TO BE RECONSTRUCTED	EACH	4.0	\$ 1,100.00	\$ 4,400.00	\$ 900.00	\$ 3,600.00	\$ 710.00	\$ 2,840.00	\$ 1,230.00	\$ 4,920.00	\$ 1,300.00	\$ 5,200.00	\$ 1,000.00	\$ 4,000.00	\$ 1,800.00	\$ 7,200.00	\$ 1,250.00	\$ 5,000.00
60	MANHOLES TO BE RECONSTRUCTED WITH NEW TYPE 8 GRATE	EACH	1.0	\$ 1,350.00	\$ 1,350.00	\$ 1,100.00	\$ 1,100.00	\$ 1,010.00	\$ 1,010.00	\$ 1,230.00	\$ 1,230.00	\$ 1,600.00	\$ 1,600.00	\$ 1,000.00	\$ 1,000.00	\$ 2,050.00	\$ 2,050.00	\$ 1,500.00	\$ 1,500.00
61	REMOVING MANHOLES	EACH	1.0	\$ 900.00	\$ 900.00	\$ 515.00	\$ 515.00	\$ 310.00	\$ 310.00	\$ 350.00	\$ 350.00	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00	\$ 800.00	\$ 800.00
62	REMOVING CATCH BASINS	EACH	1.0	\$ 900.00	\$ 900.00	\$ 515.00	\$ 515.00	\$ 360.00	\$ 360.00	\$ 350.00	\$ 350.00	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00	\$ 800.00	\$ 800.00
63	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	1258.0	\$ 24.00	\$ 30,192.00	\$ 32.00	\$ 40,256.00	\$ 25.50	\$ 32,079.00	\$ 26.50	\$ 33,337.00	\$ 26.89	\$ 33,827.62	\$ 32.00	\$ 40,256.00	\$ 31.00	\$ 38,998.00	\$ 35.00	\$ 44,030.00
64	SIGN PANEL - TYPE 1	SQ FT	46.0	\$ 27.00	\$ 1,242.00	\$ 22.00	\$ 1,012.00	\$ 22.10	\$ 1,016.60	\$ 18.15	\$ 834.90	\$ 16.50	\$ 759.00	\$ 20.00	\$ 920.00	\$ 35.00	\$ 1,610.00	\$ 25.00	\$ 1,150.00
65	RELOCATE SIGN PANEL ASSEMBLY - TYPE A	EACH	8.0	\$ 190.00	\$ 1,520.00	\$ 250.00	\$ 2,000.00	\$ 250.00	\$ 2,000.00	\$ 110.00	\$ 880.00	\$ 100.00	\$ 800.00	\$ 150.00	\$ 1,200.00	\$ 150.00	\$ 1,200.00	\$ 350.00	\$ 2,800.00
66	TELESCOPING STEEL SIGN SUPPORT	FOOT	99.0	\$ 16.50	\$ 1,633.50	\$ 11.00	\$ 1,089.00	\$ 11.00	\$ 1,089.00	\$ 13.20	\$ 1,306.80	\$ 12.00	\$ 1,188.00	\$ 20.00	\$ 1,980.00	\$ 20.00	\$ 1,980.00	\$ 15.00	\$ 1,485.00
67	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	357.0	\$ 4.40	\$ 1,570.80	\$ 4.00	\$ 1,428.00	\$ 4.00	\$ 1,428.00	\$ 5.25	\$ 1,874.25	\$ 4.00	\$ 1,428.00	\$ 6.00	\$ 2,142.00	\$ 5.25	\$ 1,874.25	\$ 4.50	\$ 1,606.50
68	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	23738.0	\$ 0.57	\$ 13,530.66	\$ 0.54	\$ 12,818.52	\$ 0.54	\$ 12,818.52	\$ 0.60	\$ 14,242.80	\$ 0.54	\$ 12,818.52	\$ 1.00	\$ 23,738.00	\$ 0.57	\$ 13,530.66	\$ 0.60	\$ 14,242.80
69	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	1504.0	\$ 0.74	\$ 1,112.96	\$ 0.70	\$ 1,052.80	\$ 0.70	\$ 1,052.80	\$ 1.10	\$ 1,654.40	\$ 0.70	\$ 1,052.80	\$ 1.50	\$ 2,256.00	\$ 1.10	\$ 1,654.40	\$ 1.00	\$ 1,504.00
70	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	1140.0	\$ 1.60	\$ 1,824.00	\$ 1.50	\$ 1,710.00	\$ 1.50	\$ 1,710.00	\$ 2.60	\$ 2,964.00	\$ 1.50	\$ 1,710.00	\$ 3.00	\$ 3,420.00	\$ 2.20	\$ 2,508.00	\$ 2.25	\$ 2,565.00
71	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	149.0	\$ 4.20	\$ 625.80	\$ 4.00	\$ 596.00	\$ 4.00	\$ 596.00	\$ 5.25	\$ 782.25	\$ 4.00	\$ 596.00	\$ 6.00	\$ 894.00	\$ 5.25	\$ 782.25	\$ 5.00	\$ 745.00
72	REMOVE EXISTING FLARED END SECTION	EACH	1.0	\$ 400.00	\$ 400.00	\$ 350.00	\$ 350.00	\$ 210.00	\$ 210.00	\$ 175.00	\$ 175.00	\$ 200.00	\$ 200.00	\$ 100.00	\$ 100.00	\$ 150.00	\$ 150.00	\$ 400.00	\$ 400.00





Outstanding Service ~ Every Client ~ Every Day

BID TABULATION MILL ROAD RECONSTRUCTION UNITED CITY OF YORKVILLE																			
		BID TABULATION BIDS RECD 2/5/2021		D. CONSTRUCTION 1488 S. Broadway Coal City, IL 60416		GENEVA CONSTRUCTION P.O. Box 998 Aurora, IL 60507		BUILDERS PAVING, LLC 4413 Roosevelt Rd. Ste 108 Hillside, IL 60162		MARTAM CONSTRUCTION INC. 1200 Gasket Drive Elgin, IL 60120		PLOTE CONSTRUCTION INC. 1100 Brandt Drive Hoffman Estates, IL 60192		H. LINDEN & SONS SEWER & WATER INC. 722 E. South St. Unit D Plano, IL 60545		PERFORMANCE CONSTRUCTION & ENGINEERING, LLC 217 W. John Street Plano, IL 60545		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
73	BIKE PATH REMOVAL	SQ YD	124.0	\$ 10.00	\$ 1,240.00	\$ 7.00	\$ 868.00	\$ 19.00	\$ 2,356.00	\$ 4.75	\$ 589.00	\$ 7.45	\$ 923.80	\$ 10.00	\$ 1,240.00	\$ 7.00	\$ 868.00	\$ 18.00	\$ 2,232.00
74	RELOCATE EXISTING MAILBOX	EACH	2.0	\$ 300.00	\$ 600.00	\$ 300.00	\$ 600.00	\$ 200.00	\$ 400.00	\$ 435.00	\$ 870.00	\$ 1,158.01	\$ 2,316.02	\$ 200.00	\$ 400.00	\$ 275.00	\$ 550.00	\$ 350.00	\$ 700.00
75	EARTH EXCAVATION (SPECIAL)	CU YD	12565.0	\$ 19.00	\$ 238,735.00	\$ 18.20	\$ 228,683.00	\$ 26.75	\$ 336,113.75	\$ 26.00	\$ 326,690.00	\$ 21.30	\$ 267,634.50	\$ 26.00	\$ 326,690.00	\$ 35.00	\$ 439,775.00	\$ 40.00	\$ 502,600.00
76	POROUS GRANULAR EMBANKMENT, SPECIAL	CU YD	1700.0	\$ 60.00	\$ 102,000.00	\$ 37.50	\$ 63,750.00	\$ 51.00	\$ 86,700.00	\$ 33.40	\$ 56,780.00	\$ 62.04	\$ 105,468.00	\$ 36.00	\$ 61,200.00	\$ 65.00	\$ 110,500.00	\$ 55.00	\$ 93,500.00
77	TOPSOIL EXCAVATION	CU YD	340.0	\$ 19.00	\$ 6,460.00	\$ 24.00	\$ 8,160.00	\$ 30.00	\$ 10,200.00	\$ 17.00	\$ 5,780.00	\$ 9.48	\$ 3,223.20	\$ 26.00	\$ 8,840.00	\$ 42.00	\$ 14,280.00	\$ 12.00	\$ 4,080.00
78	TEMPORARY ACCESS (PRIVATE ENTRANCE)	EACH	3.0	\$ 300.00	\$ 900.00	\$ 435.00	\$ 1,305.00	\$ 1,000.00	\$ 3,000.00	\$ 470.00	\$ 1,410.00	\$ 800.00	\$ 2,400.00	\$ 100.00	\$ 300.00	\$ 150.00	\$ 450.00	\$ 2,000.00	\$ 6,000.00
79	TEMPORARY ACCESS (COMMERCIAL ENTRANCE)	EACH	1.0	\$ 700.00	\$ 700.00	\$ 800.00	\$ 800.00	\$ 1,500.00	\$ 1,500.00	\$ 670.00	\$ 670.00	\$ 1,200.00	\$ 1,200.00	\$ 400.00	\$ 400.00	\$ 275.00	\$ 275.00	\$ 3,000.00	\$ 3,000.00
80	CONNECTION TO EXISTING MANHOLE	EACH	6.0	\$ 1,500.00	\$ 9,000.00	\$ 2,300.00	\$ 13,800.00	\$ 710.00	\$ 4,260.00	\$ 700.00	\$ 4,200.00	\$ 300.00	\$ 1,800.00	\$ 1,200.00	\$ 7,200.00	\$ 2,000.00	\$ 12,000.00	\$ 1,000.00	\$ 6,000.00
81	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1.0	\$ 25,000.00	\$ 25,000.00	\$ 67,500.00	\$ 67,500.00	\$ 3,500.00	\$ 35,000.00	\$ 81,000.00	\$ 81,000.00	\$ 35,270.00	\$ 35,270.00	\$ 95,000.00	\$ 95,000.00	\$ 251,000.24	\$ 251,000.24	\$ 120,000.00	\$ 120,000.00
82	EXPLORATORY EXCAVATION	EACH	2.0	\$ 1,500.00	\$ 3,000.00	\$ 900.00	\$ 1,800.00	\$ 1,260.00	\$ 2,520.00	\$ 1,400.00	\$ 2,800.00	\$ 350.00	\$ 700.00	\$ 450.00	\$ 900.00	\$ 450.00	\$ 900.00	\$ 750.00	\$ 1,500.00
83	STABILIZED CONSTRUCTION ENTRANCE	EACH	1.0	\$ 0.01	\$ 0.01	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
84	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	SQ YD	52.0	\$ 25.00	\$ 1,300.00	\$ 34.00	\$ 1,768.00	\$ 43.00	\$ 2,236.00	\$ 33.00	\$ 1,716.00	\$ 36.30	\$ 1,887.60	\$ 35.00	\$ 1,820.00	\$ 30.00	\$ 1,560.00	\$ 18.00	\$ 936.00
85	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4"	SQ YD	140.0	\$ 30.00	\$ 4,200.00	\$ 25.00	\$ 3,500.00	\$ 38.00	\$ 5,320.00	\$ 33.00	\$ 4,620.00	\$ 32.56	\$ 4,558.40	\$ 42.00	\$ 5,880.00	\$ 30.00	\$ 4,200.00	\$ 22.00	\$ 3,080.00
86	RAILROAD PROTECTIVE LIABILITY INSURANCE	L SUM	1.0	\$ 5,000.00	\$ 5,000.00	\$ 12,800.00	\$ 12,800.00	\$ 3,000.00	\$ 3,000.00	\$ 5,750.00	\$ 5,750.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
87	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	125000.0	\$ 1.00	\$ 125,000.00	\$ 1.00	\$ 125,000.00	\$ 1.00	\$ 125,000.00	\$ 1.00	\$ 125,000.00	\$ 1.00	\$ 125,000.00	\$ 1.00	\$ 125,000.00	\$ 1.00	\$ 125,000.00	\$ 1.00	\$ 125,000.00
	TOTAL BID				1,957,829.43		2,052,453.22		2,142,451.37		2,252,703.55		2,290,240.75		2,355,887.70		2,788,926.00		2,596,543.80
% BELOW/ABOVE ENGINEER'S ESTIMATE				-24.60%		-20.95%		-17.49%		-13.24%		-11.80%		-9.27%		7.41%			



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

Agenda Item Number

New Business #6

Tracking Number

PW 2021-28

### Agenda Item Summary Memo

**Title:** Mill Road Reconstruction – Construction Engineering Agreement

**Meeting and Date:** Public Works Committee – April 20, 2021

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

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

### Agenda Item Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: April 15, 2021  
Subject: Mill Road construction engineering contract

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## **Summary**

Approval of a construction engineering agreement with EEI for the Mill Road rehabilitation project.

## **Background**

The City Council last discussed the Mill Road project at the February 23<sup>rd</sup> meeting, when bids for the construction of Mill Road east of the intersection of Mill and Kennedy all the way to the eastern city limits was discussed. These construction bids are significantly under budget, but the City Council chose to delay award of the contract while the Grande Reserve incentive agreement is still being negotiated. With the expectation that the agreement will be complete in time for an April 27<sup>th</sup> City Council and/or May 4<sup>th</sup> EDC agenda, we propose to move forward with the contract award and construction engineering agreement, contingent upon final approval of the incentive agreement. Accordingly, EEI has submitted an engineering agreement for our consideration for construction engineering.

The attached contract contains a \$239,260 estimated amount, based on EEI's hourly rates. These amounts are included in the FY 22 budget.

## **Recommendation**

Staff recommends approval of a construction engineering agreement with EEI for the Mill Road rehabilitation project.

**Mill Road Reconstruction  
United City of Yorkville  
Professional Services Agreement - Construction Engineering**

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

**A. Services:**

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the included Attachment B. Construction Engineering for all roadways indicated on Attachment E will be provided. 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. Construction Engineering will be paid for as a Hourly Rate in the amount of \$239,260. The hourly rates for this project are shown in the attached 2021 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) ☒ 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:

- |                      |   |
|----------------------|---|
| <b>Attachment A:</b> | Standard Terms and Conditions                   |
| <b>Attachment B:</b> | Scope of Services                               |
| <b>Attachment C:</b> | Estimate of Level of Effort and Associated Cost |

*Mill Road Reconstruction  
United City of Yorkville  
Professional Services Agreement  
Construction Engineering*

**Attachment D:** Anticipated Project Schedule  
**Attachment E:** Location Map  
**Attachment F:** 2021 Standard Schedule of Charges

**L. Notices:**

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

For the City:

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

For the ENGINEER:

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

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

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

United City of Yorkville:

Engineering Enterprises, Inc.:

\_\_\_\_\_  
John Purcell  
Mayor

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

\_\_\_\_\_  
Lisa Pickering  
City Clerk

\_\_\_\_\_  
Angie Smith  
Executive Assistant



## STANDARD TERMS AND CONDITIONS

**Agreement:** These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (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.

**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**  
**Mill Road Reconstruction**  
**United City of Yorkville**

The United City of Yorkville intends to reconstruct Mill Road from Kennedy Road to the east City Limits.

Our proposed scope of services for **Construction Engineering** will include the following:

**3.1 Construction Administration**

- Prepare for, Attend and Facilitate the Preconstruction Meeting with the Contractor Including Preparation of Meeting Minutes
- Shop Drawing Review
- Prepare and Handout Construction Notice Flyers to Residents Including Temporary Driveway Loss Notices
- Coordinate with City Services (Garbage, Mail, Etc.)
- Review Engineering Plans, Specifications and Prepare Field Book
- Prepare/Verify Pay Estimates and Change Orders
- Gather Invoices and Waivers of Lien
- Provide Weekly Updates to City or as Required Based on Onsite Activities

**3.2 Construction Layout and Record Drawings**

- Stake Proposed Storm Sewer, Water Main Relocation, and Roadway Excavation
- Perform Post Construction Field Survey for Record Drawings
- Prepare and Review Record Drawings

**3.3 Construction Observation and Documentation**

- Review Construction Layout
- Take Pre-Construction Videos and Photos of Pre-Existing Conditions
- Provide Resident Engineering Services for Construction
- Monitor Adherence to Specifications
- Monitor Adherence to Construction Schedule and Make Recommendations When Appropriate.
- Monitor Traffic Control on a Regular Basis.
- Coordinate Any Required Testing on Behalf of the City and Review Test Reports
- Provide Daily Quantity Tracking, Documentation and Daily Field Reports
- Perform Punch Walks, Prepare Punch List Letters and Provide Follow Up Inspections and Recommend Acceptance When Appropriate (2 Each)
- Prepare project Closeout Paperwork

**The following scope of services will be provided by EEI's Subconsultant:**

- Rubino Engineering – Geotechnical Testing for Quality Assurance

The above scope for "Mill Road Reconstruction" summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of base contract and will be billed in accordance with the Standard Schedule of Charges.



Engineering Enterprises, Inc.

**ATTACHMENT C - ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST  
PROFESSIONAL ENGINEERING SERVICES**

MILL ROAD RECONSTRUCTION  
United City of Yorkville



Outstanding Service ~ Every Client ~ Every Day

WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING				SURVEYING			DRAFTING		ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	PRINCIPAL IN CHARGE	SENIOR PROJECT ENGINEER II	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER	PROJECT TECHNICIAN	CAD MANAGER	SENIOR PROJECT TECHNICIAN	ADMIN.		
		HOURLY RATE:	\$217	\$174	\$162	\$147	\$206	\$185	\$158	\$158	\$147	\$70		
CONSTRUCTION ENGINEERING														
3.1	Contract Administration		24	28	102	-	-	-	-	-	-	4	158	\$ 26,884
3.2	Construction Layout and Record Drawings		-	4	16	-	-	-	237	-	-	-	257	\$ 40,734
3.3	Observation and Documentation		10	31	944	-	-	-	-	-	-	-	985	\$ 160,492
Construction Engineering Subtotal:			34	63	1,062	-	-	-	237	-	-	4	1,400	\$ 228,110
PROJECT TOTAL:			34	63	1,062	-	-	-	237	-	-	4	1,400	228,110

DIRECT EXPENSES	
Printing =	\$ -
Mileage =	\$ 4,050
Geotechnical (Rubino) =	\$ -
Material Testing (Rubino) =	\$ 7,100
<b>DIRECT EXPENSES =</b>	<b>\$ 11,150</b>

LABOR SUMMARY	
Engineering Expenses =	\$ 190,384
Surveying Expenses =	\$ 37,446
Drafting Expenses =	\$ -
Administrative Expenses =	\$ 280
<b>TOTAL LABOR EXPENSES =</b>	<b>\$ 228,110</b>

<b>TOTAL EXPENSES =</b>	<b>\$ 239,260</b>
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\\wikway\EEI\_Storage\Docs\Public\Yorkville\2017\Y01726-P Mill Road Reconstruction\PSA\Construction\4 - Attachment C - Fee Estimate\_y01726.xlsx\Fee Summary - construction only



Engineering Enterprises, Inc.

ATTACHMENT D:  
ANTICIPATED PROJECT SCHEDULE  
MILL ROAD RECONSTRUCTION  
UNITED CITY OF YORKVILLE



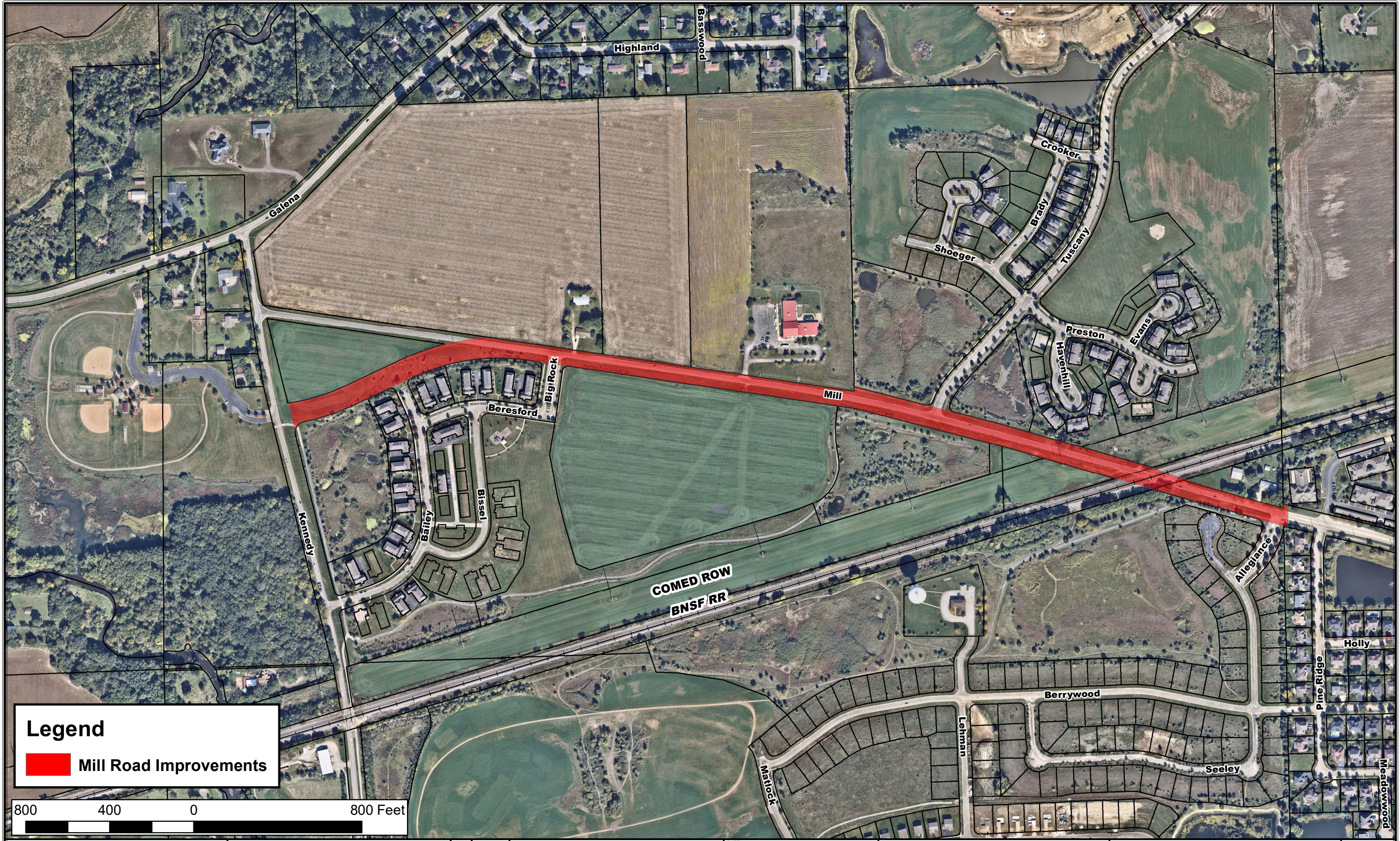
Outstanding Service ~ Every Client ~ Every Day

WORK ITEM NO.	WORK ITEM	Year:	2021																																				
		Month:	March				April				May				June				July				August				September				October				November				
		Week Starting:	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4					
CONSTRUCTION ENGINEERING																																							
3.1	Contract Administration																																						
3.2	Constructing Layout																																						
3.3	Observation and Documentation																																						

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





Legend

Mill Road Improvements





## Standard Schedule of Charges

January 1, 2021

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$217.00
Principal	E-3	\$212.00
Senior Project Manager	E-2	\$206.00
Project Manager	E-1	\$185.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$174.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$162.00
Project Engineer/Planner/Surveyor	P-4	\$147.00
Senior Engineer/Planner/Surveyor	P-3	\$135.00
Engineer/Planner/Surveyor	P-2	\$123.00
Associate Engineer/Planner/Surveyor	P-1	\$110.00
Senior Project Technician II	T-6	\$158.00
Senior Project Technician I	T-5	\$147.00
Project Technician	T-4	\$135.00
Senior Technician	T-3	\$123.00
Technician	T-2	\$110.00
Associate Technician	T-1	\$ 97.00
GIS Technician	G-1	\$100.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Administrative Assistant	A-3	\$ 70.00

### VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 200.00
Expert Testimony		\$ 250.00



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

Agenda Item Number

New Business #7

Tracking Number

PW 2021-29

### Agenda Item Summary Memo

**Title:** Bristol Ridge Road Resurfacing – Preliminary and Design Engineering Agreement

**Meeting and Date:** Public Works Committee – April 20, 2021

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

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

#### Agenda Item Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: April 15, 2021  
Subject: Bristol Ridge Road resurfacing design engineering agreement

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## **Summary**

Approval of a design engineering agreement with EEI for the Bristol Ridge Road resurfacing project.

## **Background**

The City Council last discussed the status of the Bristol Ridge Road resurfacing grant application at the January 26<sup>th</sup> meeting, when it heard the update that the Bristol Ridge Road resurfacing grant had made a waitlist for potential future funding. In order to qualify for future grant funding, the resurfacing project must be design engineered and ready to go to bid. With that in mind, the City Council briefly discussed future review of a design engineering agreement for the Bristol Ridge Road project. Accordingly, EEI has submitted a design engineering agreement for our consideration.

The attached design engineering agreement contains a \$64,966 fixed fee amount. This amount is included in the FY 22 budget.

## **Recommendation**

Staff recommends approval of a design engineering agreement with EEI for the Bristol Ridge Road resurfacing project.

**Bristol Ridge Road Resurfacing  
Surface Transportation Program  
United City of Yorkville, Kendall County, IL  
Professional Services Agreement –Preliminary & Design Engineering**

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

**A. Services:**

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the included Attachment B. Preliminary & Design Engineering for all roadways indicated on Attachment E 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. 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 \$64,966.00. The hourly rates for this project are shown in the attached 2021 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 contractor's 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:

<b>Attachment A:</b>	Standard Terms and Conditions
<b>Attachment B:</b>	Scope of Services
<b>Attachment C:</b>	Estimate of Level of Effort and Associated Cost
<b>Attachment D:</b>	Anticipated Project Schedule
<b>Attachment E:</b>	Location Map
<b>Attachment F:</b>	2021 Standard Schedule of Charges

**L. Notices:**

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

For the City:

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

For the ENGINEER:

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

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

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2021.

United City of Yorkville:

Engineering Enterprises, Inc.:

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John Purcell  
Mayor

---

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

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Lisa Pickering  
City Clerk

---

Joseph W. Cwynar, P.E.  
Senior Project Manager



**Bristol Ridge Road Resurfacing - Preliminary & Design Engineering  
United City of Yorkville**

**Attachment A – Standard Terms & 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 seven (7) 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.

**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.

**Bristol Ridge Road Resurfacing  
Surface Transportation Program (STP)  
United City of Yorkville  
Kendall County, IL  
Professional Services Agreement – Preliminary & Design Engineering**

**Attachment B – Scope of Services**

**Preliminary Engineering**

- Preliminary IDOT Coordination and Phase I Processing
  - Section Number, Job Number, Project Number & Contract Number Request
  - Local Agency Pavement Preservation of Functional Overlay Approval (BLR46300)
  - Location Map
  - Geotechnical Subsurface Exploration (Pavement Cores)
  - Preliminary Typical Sections - Existing and Proposed
  - Prepare Maintenance History Letter
  - Evaluate Crash History

**Design Engineering**

- Site Visit/Review of Existing Conditions
  - Conduct site visit(s) to assess condition of existing pavement, curb and gutter, sidewalk, driveways, culverts and drainage structures.
  - Obtain, review and inventory existing utility, roadway, right-of way, ownership, soil data, etc.
  - Coordinate documentation for CCDD management of soils, as necessary
  - Confirm pavement design and rehabilitation methodology
- Prepare Final Plans
  - Prepare Base Plan Set, IDOT Format
  - General Notes, Legend, List of Highway Standards
  - Summary of Quantities
  - Typical Sections
  - Plan Sheets (CAD Sheets, Developed from GIS Database and Aerials/Field Notes)
  - Project Details
- Prepare Specifications
  - Project Specific Special Provisions
  - Bureau of Design and Environment Provisions
  - District Three Special Provisions
  - Bureau of Local Roads and Streets Special Provisions
- IDOT Processing
  - Estimate of Cost
  - Estimate of Time
  - Lump Sum Item Breakdown
  - Revisions with Disposition of Comments
  - Coordination of Local Agency Agreement for Federal Participation
  - Prepare Construction Engineering Agreement



Outstanding Service ~ Every Client ~ Every Day

ATTACHMENT C - ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST  
PROFESSIONAL ENGINEERING SERVICES  
BRISTOL RIDGE ROAD RESURFACING  
UNITED CITY OF YORKVILLE, KENDALL COUNTY, IL



WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING				SURVEYING			DRAFTING		ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER II	PROJECT ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT TECHNICIAN II	CAD MANAGER	SENIOR PROJECT TECHNICIAN I	ADMIN.		
		HOURLY RATE:	\$217	\$206	\$174	\$147	\$206	\$185	\$158	\$158	\$147	\$70		
PRELIMINARY ENGINEERING														
1.1	Preliminary Project Management, Coordination and QC/QA		4	16								2	22	\$ 4,304
1.2	Project Meetings		6	6	6								18	\$ 3,582
1.3	Pavement and Crash Analysis			2	8	4							14	\$ 2,392
1.4	Preliminary IDOT Coordination			4	4								8	\$ 1,520
1.5	Process Documents for LAFO Design Approval			8	8	8					12		36	\$ 5,980
Preliminary Engineering Subtotal:			10	36	26	12	-	-	-	-	12	2	98	\$ 17,778
DESIGN ENGINEERING														
2.1	Design Project Management, Coordination and QC/QA		2	22								2	26	\$ 5,106
2.2	Site Review, Identification of Required Improvements				8	16							24	\$ 3,744
2.3	Prepare Existing Condition Plan Sheets			4	8						24		36	\$ 5,744
2.4	Prepare and Submit Pre-Final Plans, Specifications and Estimates			4	32	8					48		92	\$ 14,624
2.5	Revisions and Disposition of Comments			2	8	4					12	4	30	\$ 4,436
2.60	Submit Final Plans, Specifications and Estimates			2	16						8		26	\$ 4,372
2.7	IDOT Processing - Local Agency Agreement & Construction Engineering		2	6	8								16	\$ 3,062
Design Engineering Subtotal:			4	40	80	28	-	-	-	-	92	6	250	\$ 41,088
PROJECT TOTAL:			14	76	106	40	-	-	-	-	104	8	348	\$ 58,866

DIRECT EXPENSES	
Printing =	\$ 250
Pavement Cores (Rubino) =	\$ 4,500
CCDD (Rubino) =	\$ 1,350
DIRECT EXPENSES =	\$ 6,100

LABOR SUMMARY	
Engineering Expenses =	\$ 43,018
Surveying Expenses =	\$ -
Drafting Expenses =	\$ 15,288
Administrative Expenses =	\$ 560
TOTAL LABOR EXPENSES =	\$ 58,866

TOTAL EXPENSES =	\$ 64,966
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G:\Public\Yorkville\2020\YO2041-C Bristol Ridge Road Resurfacing\PSA\Attachment C - Fee Estimate.xlsx\Fee Summary



**ATTACHMENT D:  
ANTICIPATED PROJECT SCHEDULE**  
BRISTOL RIDGE ROAD RESURFACING  
UNITED CITY OF YORKVILLE, KENDALL COUNTY, IL



*Outstanding Service ~ Every Client ~ Every Day*

WORK ITEM NO.	WORK ITEM	Year:	2021																																																2022																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
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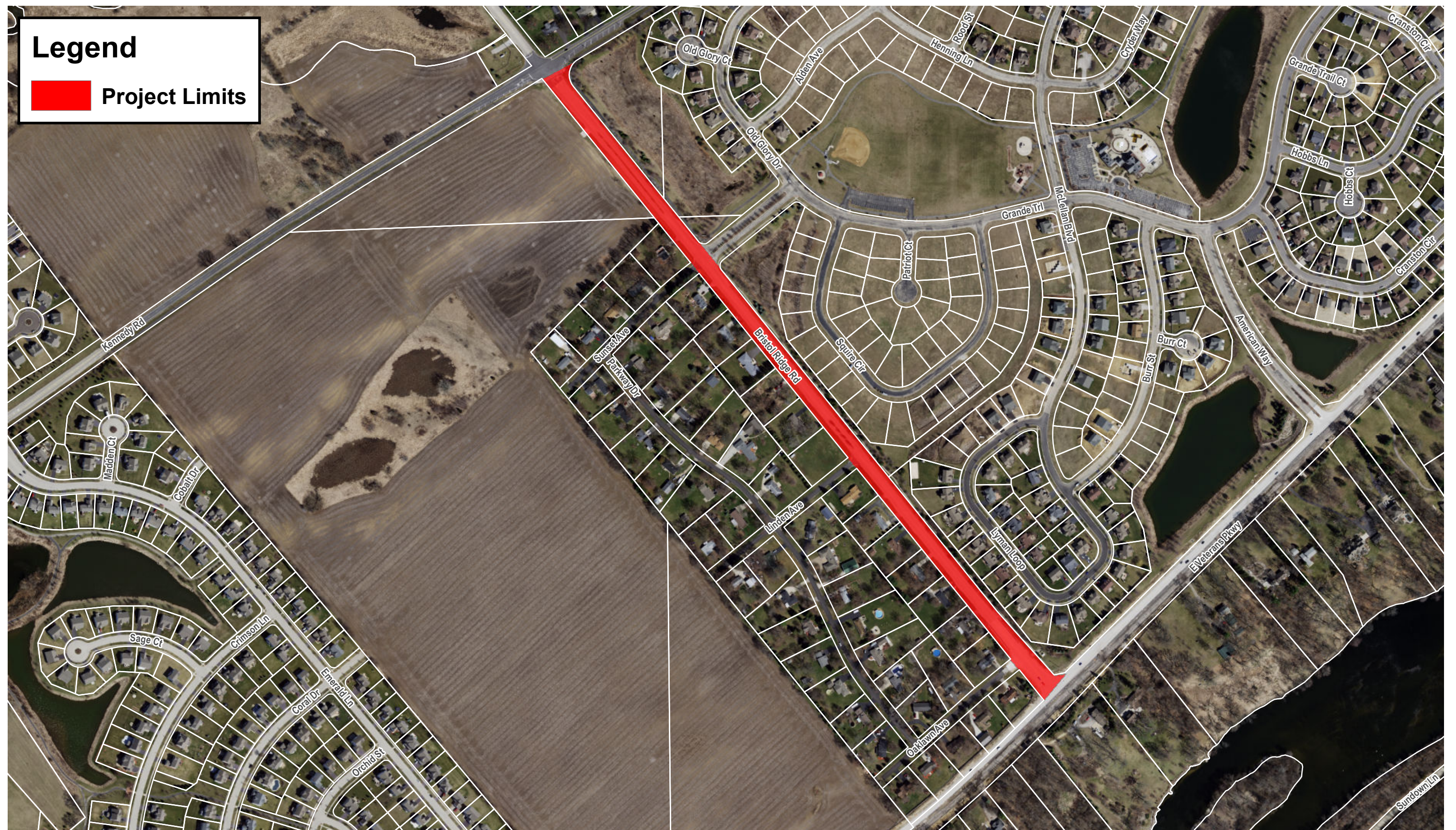
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Legend			
	Project Management		Preliminary
	Meeting(s)		Design Work Item
	Bidding and Contracting		Agency Review

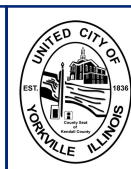


# Legend

Project Limits

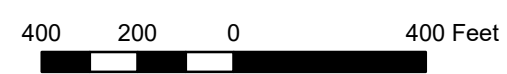


**Engineering Enterprises, Inc.**  
 52 Wheeler Road  
 Sugar Grove, Illinois 60554  
 (630) 466-6700  
[www.eeiweb.com](http://www.eeiweb.com)



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

DATE:		FEBRUARY 2020
PROJECT NO.:		YO2004
BY:		MJT
PATH:		H:\GIS\PUBLIC\YORKVILLE\2011\
FILE:		YO2004_W Fox St
NO.	DATE	REVISIONS



## ATTACHMENT E BRISTOL RIDGE ROAD LOCATION MAP





*Standard Schedule of Charges**January 1, 2021*

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$217.00
Principal	E-3	\$212.00
Senior Project Manager	E-2	\$206.00
Project Manager	E-1	\$185.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$174.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$162.00
Project Engineer/Planner/Surveyor	P-4	\$147.00
Senior Engineer/Planner/Surveyor	P-3	\$135.00
Engineer/Planner/Surveyor	P-2	\$123.00
Associate Engineer/Planner/Surveyor	P-1	\$110.00
Senior Project Technician II	T-6	\$158.00
Senior Project Technician I	T-5	\$147.00
Project Technician	T-4	\$135.00
Senior Technician	T-3	\$123.00
Technician	T-2	\$110.00
Associate Technician	T-1	\$ 97.00
GIS Technician	G-1	\$100.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Administrative Assistant	A-3	\$ 70.00

**VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY**

Vehicle for Construction Observation		\$ 15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 200.00
Expert Testimony		\$ 250.00



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

Agenda Item Number

New Business #8

Tracking Number

PW 2021-30

### Agenda Item Summary Memo

**Title:** Wing Road Improvement Options

**Meeting and Date:** Public Works Committee – April 20, 2021

**Synopsis:** Discussion

### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** \_\_\_\_\_

**Council Action Requested:** None

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

### Agenda Item Notes:

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# Memorandum

To: Bart Olson, City Administrator  
From: Brad Sanderson, EEI  
CC: Eric Dhuse, Director of Public Works  
Lisa Pickering, City Clerk  
Rob Fredrickson, Finance Director

Date: April 8, 2021  
Subject: Wing Road Improvement Options

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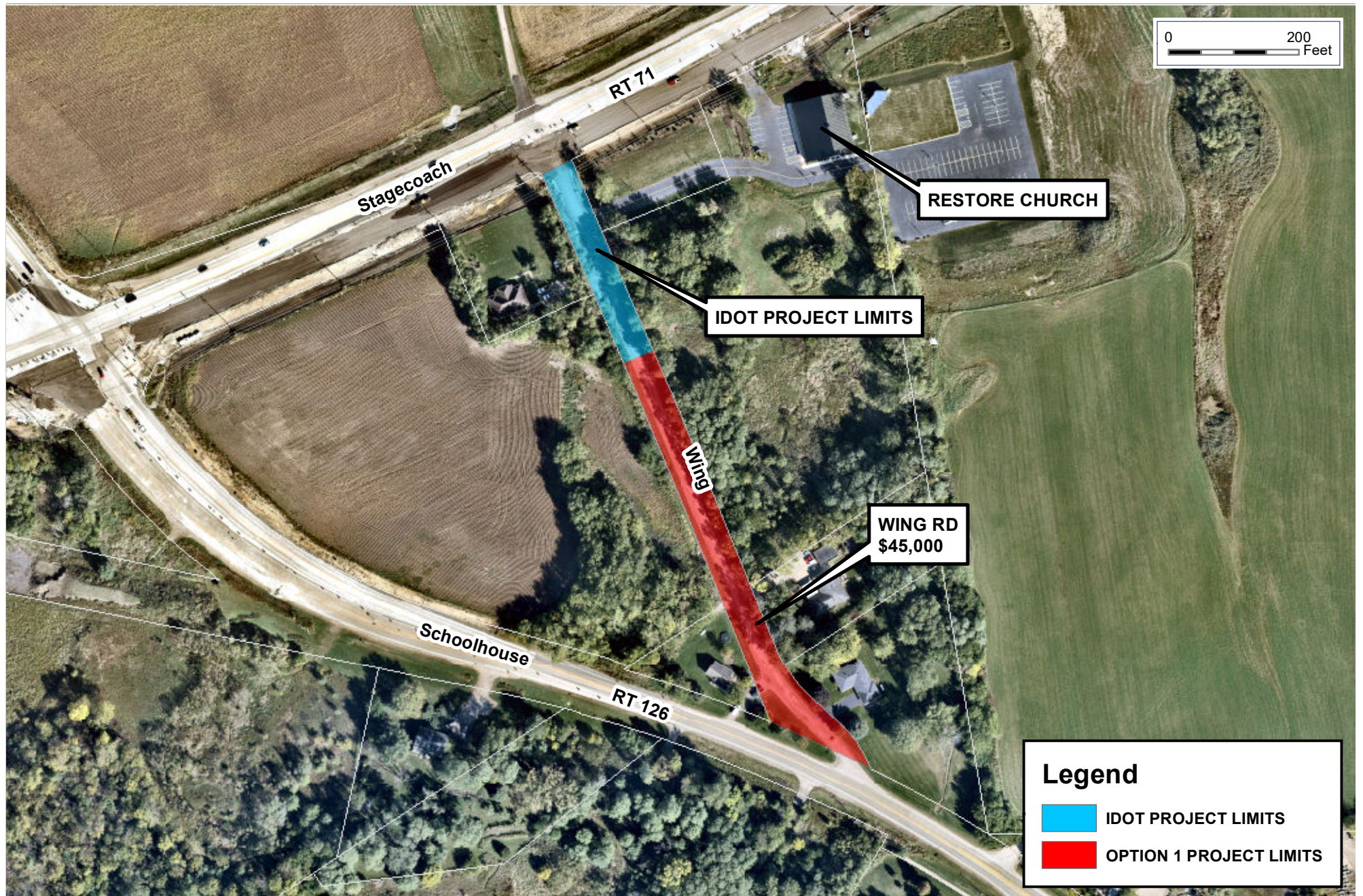
This memo is to review improvement options for Wing Road.

The IDOT Rt 71 Improvement project will address improvements to the northern third of the road. The remaining stretch of Wing Road will need to be completed with local funds estimated to be \$45,000.

It has been suggested that consideration should also be given to closing Wing Road at Rt 126.

Exhibits are attached to aid in discussion at the Public Works Committee Meeting.





### Engineering Enterprises, Inc.

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

### United City of Yorkville

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

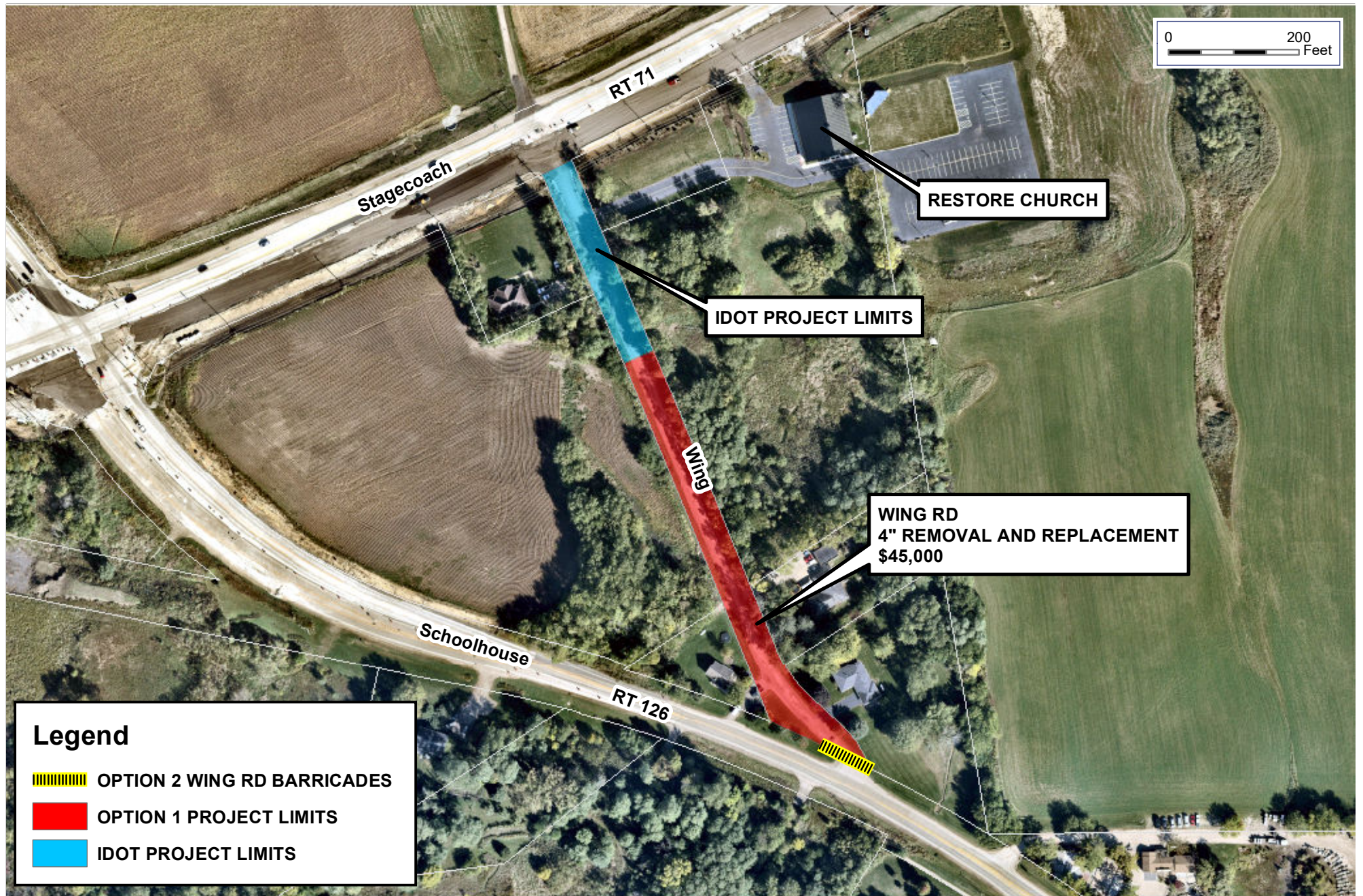


DATE:	MARCH 2021
PROJECT NO.:	YO2013
BY:	MJT
PATH:	H:\GIS\PUBLIC\ELBURN\
FILE:	YO2013_Prairie Grass Lane .MXD

### OPTION 1: 4" REMOVAL AND REPLACEMENT







### Engineering Enterprises, Inc.

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

### United City of Yorkville

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



DATE: MARCH 2021  
PROJECT NO.: YO2013  
BY: MJT  
PATH: H:\GIS\PUBLIC\ELBURN\I  
FILE: YO2013\_Prairie Grass Lane .MXD

**OPTION 2:  
CLOSE WING RD @ RT 126**







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

Agenda Item Number

New Business #9

Tracking Number

PW 2021-31

### Agenda Item Summary Memo

**Title:** 2021 RTBR Program – Extra Work Consideration

**Meeting and Date:** Public Works Committee – April 20, 2021

**Synopsis:** Review of Potential Program

### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Approval

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

### Agenda Item Notes:

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# Memorandum

To: Bart Olson, City Administrator  
From: Brad Sanderson, EEI  
CC: Eric Dhuse, Director of Public Works  
Lisa Pickering, City Clerk  
Rob Fredrickson, Finance Director

Date: April 14, 2021  
Subject: 2021 Road Program – Extra Work Consideration

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This memo is to present staff's recommendations for the proposed extra work. It is our understanding that a minimum of \$550,000 will be budgeted for this work.

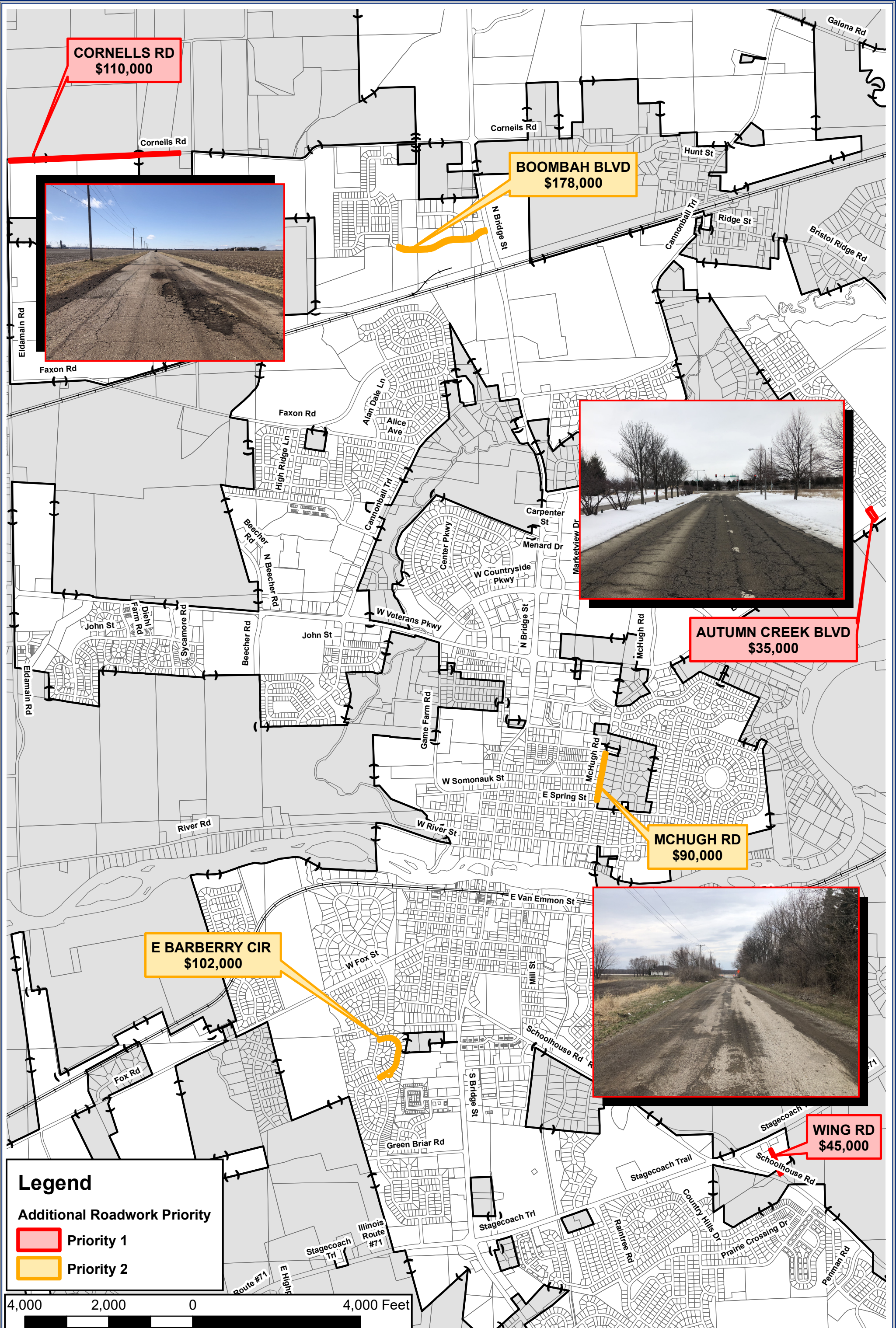
The Fox Hill project is currently estimated to cost \$1,720,350. Total Rebuild funds available towards this project are \$1,253,625. Bids are anticipated to be received in late April. Based on past history, we are estimating the final bids to be 6-8% below the estimate. This would result in funds available outside of the Fox Hill Project to be range of \$180,000 – \$211,000 (based on a budget of \$550,000).

Based on the above calculation, staff's recommendations are as follows:

Location	Cost	Comments
Autumn Creek Blvd	\$35,000	Area is in Failure
Wing Road	\$45,000	Area is in Failure; Add to IDOT Rt 71 Project
Corneils Road	\$110,000	Area is in Failure
McHugh Road	\$90,000	Highly Traveled Road; Completes Remaining Section
E. Barberry Cir	\$102,000	Planned to be in 2023 RTBR Program
Boombah Blvd	\$178,000	Planned to be in 2022 RTBR Program

An exhibit with the locations is attached. If you have any questions or require additional information, please let us know.



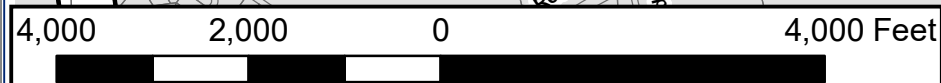


**Legend**

Additional Roadwork Priority

Priority 1

Priority 2







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

Agenda Item Number

New Business #10

Tracking Number

PW 2021-32

### Agenda Item Summary Memo

**Title:** Alternative Water Supply Update – Engineering Agreement

**Meeting and Date:** Public Works Committee – April 20, 2021

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

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

### Agenda Item Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: April 15, 2021  
Subject: Alternative Water Source Study Update

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## **Summary**

Approval of an engineering agreement with EEI for an update to our alternative water source options.

## **Background**

The City Council last discussed the status of the alternative water source study at the March 23rd City Council meeting, under the agenda item for the intergovernmental agreement with Oswego and Montgomery for the Baxter and Woodman water study. The City Council heard an update that the Baxter/Oswego study would cover some of Yorkville's options for water source but that the Yorkville-specific options would be covered through an EEI study to be reviewed at the April Public Works Committee meeting. Accordingly, EEI has submitted an engineering agreement for our consideration for the updates to our Yorkville-specific alternative water source options. The scope of services for this study is included in attachment B, and the study focuses on updates to the Yorkville only Fox River system and our internal water distribution system analysis for all possible water sources.

The attached contract contains a \$49,951 fixed fee amount. This amount is included in the FY 22 budget.

## **Recommendation**

Staff recommends approval of an engineering agreement with EEI for an update to our alternative water source options.

**Agreement for Professional Services  
United City of Yorkville, Kendall County, IL  
Alternative Water Source Study (AWSS) Update - 2021**

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 to be provided include engineering services for the Alternative Water Source Study (AWSS) Update – 2021 as indicated on Attachment C.

**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:**

Contractor shall receive as compensation for all work and services to be performed herein a fixed fee amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. The total contract amount is \$49,951. 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, Contractor, on or before February 1<sup>st</sup> of every given year, shall provide written notice of any change in the rates specified in Attachment C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1<sup>st</sup> of that same year.

**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:   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) ☒ 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 contractor 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:

**Attachment A:** Standard Terms and Conditions

**Attachment B:** Scope of Services

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

**Attachment D:** Anticipated Project Schedule

**Attachment E:** 2021 Standard Schedule of Charges

**L. Notices:**

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

For the City:

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

For the Contractor:

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

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

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2021.

United City of Yorkville

Engineering Enterprises, Inc.:

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John Purcell  
Mayor

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

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Lisa Pickering  
City Clerk

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Jeffrey W. Freeman, P.E. CFM, LEED AP  
Chief Executive Officer

## **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 seven (7) 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.

**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**

### **Introduction:**

Modeling projections by the Illinois State Water Survey have concluded the deep sandstone aquifer, from which the United City of Yorkville obtains their water supply, is being pumped at an unsustainable rate. Due to the fact that this source will not be able to meet the water demands of the community at some point in the future, the City has determined they should evaluate switching to an alternative, sustainable water source.

In 2015, the United City of Yorkville began evaluating alternative water sources. In the Village's 2016 Water Works System Master Plan (2016 Master Plan), the City evaluated the timeframe for when their current source of supply could be insufficient, and then the potential of remaining on that source for a period of time. The City also evaluated the potential of integrating the Fox River as a source of independent supply, as well as, joining the Village of Montgomery and Village of Oswego to develop a three community Fox River supply.

Following the completion of the 2016 Master Plan, the DuPage Water Commission approached the Village of Oswego, Village of Montgomery and United City of Yorkville Sub-Region (OMY Sub-Region) with the concept of connecting to their Lake Michigan supplied system. In 2018, the City of Joliet embarked on an alternative water source study, and in the beginning of 2021 the City of Joliet determined connection to the City of Chicago Lake Michigan supplied system was their preferred source of supply. The City of Joliet has proposed communities within Northern Will, Northern Kendall and Southeast Kane County could be regional partners on the City of Chicago supplied system.

In 2020, the Village of Oswego initiated an updated Water Study (Oswego Water Study) with the goal of evaluating independent and regional solutions. More specifically, the Oswego Water Study is updating the costs for the OMY Sub-region connection to the DuPage Water Commission, Joliet regional water commission and the Illinois Lake Water/Plainfield Lake Michigan supplied systems. The Oswego Water Study also is updating the OMY Sub-region costs for the Fox River system. It is the assumption of this contract that the analysis completed as part of the Oswego Water Study will be available for use in this Alternative Water Source Study (AWSS) Update.

The overall goal of this AWSS Update is to provide an “apples to apples” comparison of all the alternative water source options available to the City. The five (5) alternative water sources to be evaluated are:

- ◆ Lake Michigan Supplied Systems
  - ✓ DuPage Water Commission
  - ✓ Joliet Region Water Commission
  - ✓ Illinois Lake Water/Plainfield System
- ◆ Fox River Supplied Systems
  - ✓ OMY Sub-Regional System
  - ✓ United City of Yorkville Independently

The proposed work items for this project are as follows:

#### **PROJECT FACILITATION & PROJECT TEAM MEETINGS**

- 0.1 Project Administration
- 0.2 Oswego Study Coordination Meeting (1 Meeting)
- 0.3 Progress Review Meeting With City Staff (1 Meeting)
- 0.4 Presentation Review Meeting With City Staff (1 Meeting)

#### **REVIEW AND OBTAIN INFORMATION FROM OSWEGO WATER STUDY**

- 1.1 General Review of Document
- 1.2 Summarize Cost Analysis For DuPage Water Commission Connection
- 1.3 Summarize Cost Analysis For Joliet Area Regional Commission Connection
- 1.4 Summarize Cost Analysis For Illinois Lake Water/Plainfield System Connection
- 1.5 Summarize Updated Cost Analysis For Fox River Sub-Regional Water Supply and Treatment System

#### **UPDATE YORKVILLE ONLY FOX RIVER SYSTEM COST ESTIMATE**

- 2.1 Update Back-Up Well Cost Estimate
- 2.2 Update Back-Up Well Transmission Main Cost Estimate
- 2.3 Update Fox River Intake Cost Estimate
- 2.4 Update Lime Softening Water Treatment Plant Cost Estimate
- 2.5 Update Treated Water Transmission Main Cost Estimate
- 2.6 Summarize Total Capital Cost
- 2.7 Update O,M&R Cost

#### **UPDATE WATER DISTRIBUTION SYSTEM ANALYSIS**

- 3.1 Update Modeling For Lake Michigan Supplied Systems (DWC, Joliet Regional System & IL Lake Water)
- 3.2 Update Modeling For Fox River Sub-Regional System
- 3.3 Update Modeling For Yorkville, Only, Fox River System
- 3.4 Prepare Water Audit For 2020 WY (October 1, 2019 - September 30, 2020)
- 3.5 Develop List of Nonrevenue Water Reduction Strategies & Establish Annual Funding Program
- 3.6 Update Distribution System Capital Costs
- 3.7 Update Distribution System O,M&R Costs

#### **SUMMARY ANALYSIS**

- 4.1 Summarize Capital & O,M&R Costs For Each Alternative
- 4.2 Develop 30 Year Net Present Value Cost Comparison
- 4.3 Develop 50 Year Cost of Ownership Comparison
- 4.4 Develop Typical 2030 Residential Water Bill Cost Comparison
- 4.5 Develop Weighted Decision Matrix For Community Use

#### **PRESENTATION**

- 5.1 Prepare Draft Presentation
- 5.2 Finalize Presentations

- 5.3 Conduct Presentation At City Council Meeting
- 5.4 Prepare Executive Summary Technical Memorandum

The above scope summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope, shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges.





DATE:	4/12/2021
ENTERED BY:	JWF

ATTACHMENT C:  
ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST  
PROFESSIONAL ENGINEERING SERVICES  
Alternative Water Source Study Update - 2021  
UNITED CITY OF YORKVILLE, KENDALL CO., IL

WORK ITEM NO.	WORK ITEM	ENTITY:	EEI							WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	Senior Principal	Senior Project Manager	Project Manager	Senior Project Engineer II	Project Engineer	GIS/ CAD Tech.	Admin.		
		HOURLY RATE:	\$217	\$206	\$185	\$174	\$147	\$100	\$70		
PROJECT FACILITATION & PROJECT TEAM MEETINGS											
0.1	Project Administration		1		4					5	\$ 957
0.2	Oswego Study Coordination Meeting (1 Meeting)		3		4		2			9	\$ 1,685
0.3	Progress Review Meeting With City Staff (1 Meeting)		3		4		2			9	\$ 1,685
0.4	Presentation Review Meeting With City Staff (1 Meeting)		3		2		2			7	\$ 1,315
Project Facilitation & Project Team Meetings Subtotal:			10	-	14	-	6	-	-	30	\$ 5,642
REVIEW AND OBTAIN INFORMATION FROM OSWEGO WATER STUDY											
1.1	General Review of Document		2		2		2			6	\$ 1,098
1.2	Summarize Cost Analysis For DuPage Water Commission Connection				2		2			4	\$ 664
1.3	Summarize Cost Analysis For Joliet Area Regional Commission Connection				2		2			4	\$ 664
1.4	Summarize Cost Analysis For Illinois Lake Water/Plainfield System Connection				2		2			4	\$ 664
1.5	Summarize Updated Cost Analysis For Fox River Sub-Regional Water Supply and Treatment System				2		2			4	\$ 664
Review and Obtain Information From Oswego Water Study Subtotal:			2	-	10	-	10	-	-	22	\$ 3,754
UPDATE YORKVILLE ONLY FOX RIVER SYSTEM COST ESTIMATE											
2.1	Update Back-Up Well Cost Estimate				1		4			5	\$ 773
2.2	Update Back-Up Well Transmission Main Cost Estimate				1		6	8		15	\$ 1,867
2.3	Update Fox River Intake Cost Estimate				1		6			7	\$ 1,067
2.4	Update Lime Softening Water Treatment Plant Cost Estimate		1		2		4			7	\$ 1,175
2.5	Update Treated Water Transmission Main Cost Estimate				2		6			8	\$ 1,252
2.6	Summarize Total Capital Cost		1		1		2			4	\$ 696
2.7	Update O,M&R Cost		1		2		6			9	\$ 1,469
Update Yorkville Only Fox River System Cost Estimate Subtotal:			3	-	10	-	34	8	-	55	\$ 8,299
UPDATE WATER DISTRIBUTION SYSTEM ANALYSIS											
3.1	Update Modeling For Lake Michigan Supplied Systems (DWC, Joliet Regional System & IL Lake Water)		1	2		12				15	\$ 2,717
3.2	Update Modeling For Fox River Sub-Regional System		1	2		12				15	\$ 2,717
3.3	Update Modeling For Yorkville, Only, Fox River System		1	2		8				11	\$ 2,021
3.4	Prepare Water Audit For 2020 WY (October 1, 2019 - September 30, 2020)			4			12			16	\$ 2,588
3.5	Develop List of Nonrevenue Water Reduction Strategies & Establish Annual Funding Program			4			4			8	\$ 1,412
3.6	Update Distribution System Capital Costs		1	6		12				19	\$ 3,541
3.7	Update Distribution System O,M&R Costs		1	6		12				19	\$ 3,541
Update Water Distribution System Analysis Subtotal:			5	26	-	56	16	-	-	103	\$ 18,537
SUMMARY ANALYSIS											
4.1	Summarize Capital & O,M&R Costs For Each Alternative		1		1	2				4	\$ 750
4.2	Develop 30 Year Net Present Value Cost Comparison		1		1	6				8	\$ 1,446
4.3	Develop 50 Year Cost of Ownership Comparison		1		1	6				8	\$ 1,446
4.4	Develop Typical 2030 Residential Water Bill Cost Comparison		1		1	8				10	\$ 1,794
4.5	Develop Weighted Decision Matrix For Community Use		1		1	2				4	\$ 750
Summary Analysis Subtotal:			5	-	5	24	-	-	-	34	\$ 6,186
PRESENTATION											
5.1	Prepare Draft Presentation		6		2			4		12	\$ 2,072
5.2	Finalize Presentations		2		1	1		2		6	\$ 993
5.3	Conduct Presentation At City Council Meeting		3		3	3				12	\$ 1,728
5.4	Prepare Executive Summary Technical Memorandum		2		6	4		2		14	\$ 2,440
Presentation Subtotal:			13	-	12	8	-	8	-	44	\$ 7,233
PROJECT TOTAL:			38	26	51	88	66	16	-	288	49,651

DIRECT EXPENSES		
Printing =	\$	250
Mileage =	\$	50
DIRECT EXPENSES =		\$ 300

LABOR EXPENSES	
Engineering Expenses =	\$ 48,051
Drafting & GIS Technician Expenses =	\$ 1,600
Administrative Expenses =	\$ -
TOTAL LABOR EXPENSES =	\$ 49,651
BASE CONTRACT SUBTOTAL COSTS =	\$ 49,951

G:\Public\Yorkville\2020\YO2026-P Alternative Water Source Evaluation Update\Project Management\PSA\FINAL Contract\[Attachment D - Schedule (YO2026).xls]Schedule 02-04-21

**ENGINEERING ENTERPRISES, INC.**  
CONSULTING ENGINEERS

*Standard Schedule of Charges**January 1, 2021***EMPLOYEE DESIGNATION****CLASSIFICATION****HOURLY RATE**

Senior Principal	E-4	\$217.00
Principal	E-3	\$212.00
Senior Project Manager	E-2	\$206.00
Project Manager	E-1	\$185.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$174.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$162.00
Project Engineer/Planner/Surveyor	P-4	\$147.00
Senior Engineer/Planner/Surveyor	P-3	\$135.00
Engineer/Planner/Surveyor	P-2	\$123.00
Associate Engineer/Planner/Surveyor	P-1	\$110.00
Senior Project Technician II	T-6	\$158.00
Senior Project Technician I	T-5	\$147.00
Project Technician	T-4	\$135.00
Senior Technician	T-3	\$123.00
Technician	T-2	\$110.00
Associate Technician	T-1	\$ 97.00
GIS Technician	G-1	\$100.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Administrative Assistant	A-3	\$ 70.00

**VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY**

Vehicle for Construction Observation		\$ 15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 200.00
Expert Testimony		\$ 250.00



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

Agenda Item Number

New Business #11

Tracking Number

PW 2021-33

### Agenda Item Summary Memo

**Title:** Sidewalk Locations

**Meeting and Date:** Public Works Committee – April 20, 2021

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Approval  
\_\_\_\_\_

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

### Agenda Item Notes:

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# Memorandum

To: Bart Olson, City Administrator  
From: Brad Sanderson, EEI  
CC: Eric Dhuse, Director of Public Works  
Lisa Pickering, City Clerk  
Rob Fredrickson, Finance Director

Date: April 14, 2021  
Subject: 2021 Sidewalk Program

This memo is to present staff's recommendations for the proposed sidewalk program in FY2022. It is our understanding that all of the work noted below will be budgeted.

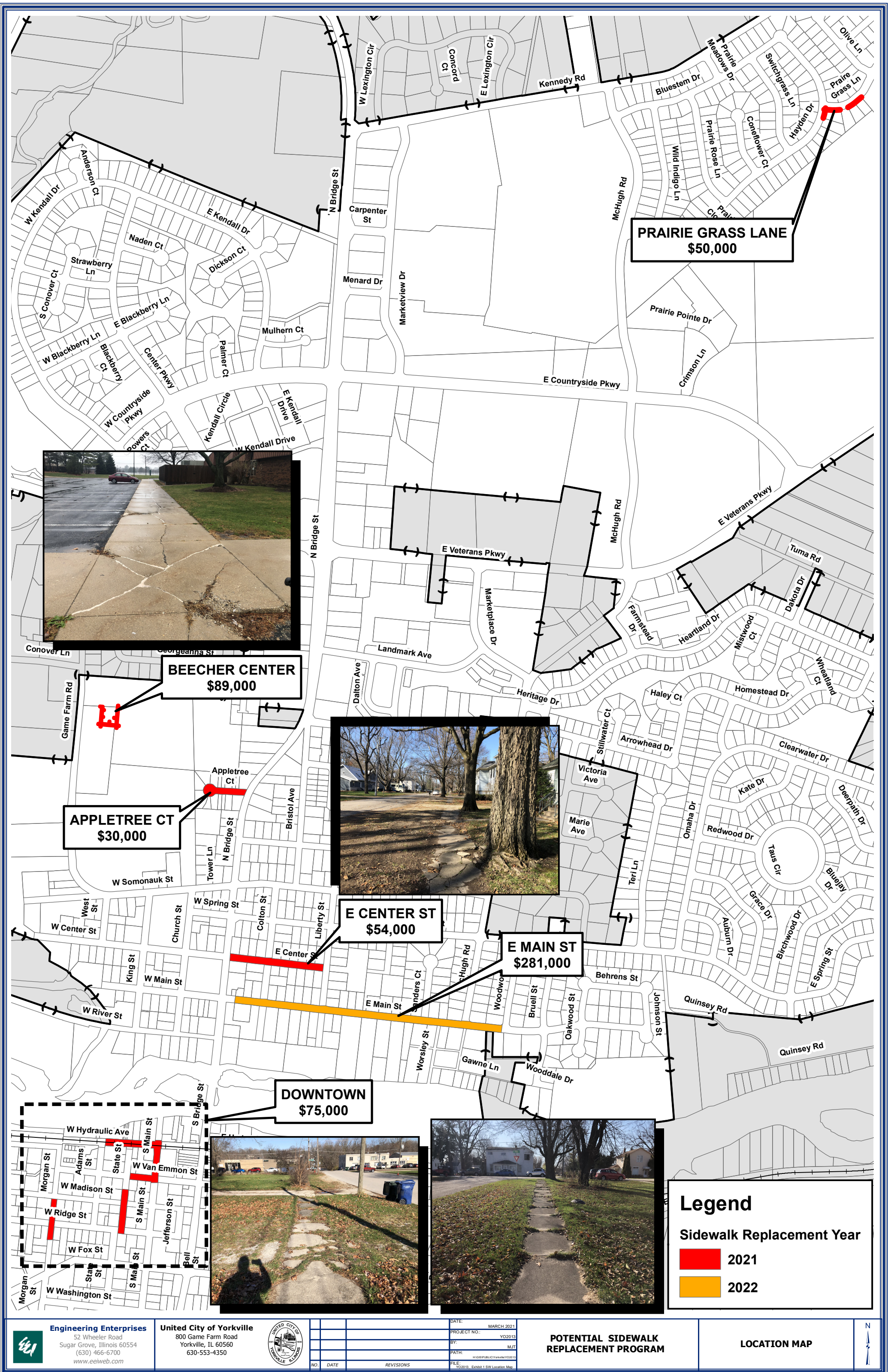
Our recommendations are as follows:

Location	Cost	Comments
Appletree Court	\$30,000	Part of Water Main Replacement Project
Beecher Center	\$89,000	Sidewalk Repair Necessary Due to General Disrepair
Downtown Area	\$75,000	Several Areas are in Disrepair; Work Would Tie Into RTBR Project Areas.
E. Center Street	\$54,000	Several Areas are in Disrepair
Prairie Grass Lane	\$50,000	Provides Connectivity to Autumn Creek School
<b>Total</b>	<b>\$298,000</b>	

An exhibit with the planned locations is attached for review. It should be noted that current improvements are planned along E. Main Street in FY23, which includes water main replacement, roadway and sidewalk improvements. The extent of those sidewalk improvements will be dictated by the FY23 budget.

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





**PRAIRIE GRASS LANE**  
**\$50,000**

**BEECHER CENTER**  
**\$89,000**

**APPLETREE CT**  
**\$30,000**

**E CENTER ST**  
**\$54,000**

**E MAIN ST**  
**\$281,000**

**DOWNTOWN**  
**\$75,000**

**Legend**

Sidewalk Replacement Year

2021

2022

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

**United City of Yorkville**  
800 Game Farm Road  
Yorkville, IL 60560  
630-553-4350



NO.	DATE	REVISIONS

DATE: MARCH 2021  
PROJECT NO: Y02013  
BY: MJT  
PATH: H:\GIS\PUBLIC\Citywide\Y02013  
FILE: Y02013 - Exhibit 1 SW Location Map

**POTENTIAL SIDEWALK  
REPLACEMENT PROGRAM**

**LOCATION MAP**







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

Agenda Item Number

Old Business #1

Tracking Number

PW 2021-06

### Agenda Item Summary Memo

**Title:** Rebuild Illinois – Fox Hill Improvements

**Meeting and Date:** Public Works Committee – April 20, 2021

**Synopsis:** Resolution Consideration

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Approval

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

#### Agenda Item Notes:

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# Memorandum

To: Bart Olson, City Administrator  
From: Brad Sanderson, EEI  
CC: Eric Dhuse, Director of Public Works  
Lisa Pickering, City Clerk  
Rob Fredrickson, Finance Director

Date: March 26, 2021  
Subject: Rebuild Illinois – Fox Hill Improvements

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The City passed an IDOT resolution for the project on February 23, 2021 per the direction of the IDOT District 3 staff. The District 3 office has now been provided different direction from Springfield as to what is required within the resolution, therefore a new one is required.

The new Resolution must indicate the Rebuild Illinois funds received to date. Another Resolution will be required once all the funds have been received.

Staff is seeking approval of the resolution from the City Council.

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



## Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

21-00051-00-PV

BE IT RESOLVED, by the Council of the City

Governing Body Type

Local Public Agency Type

of Yorkville

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
See Attached Location Map				

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

milling, preparation of base, aggregate subgrade improvements, removal and disposal of unsuitable materials, HMA resurfacing with binder and surface course, structure adjustments, restoration, striping, edge sealing, and other ancillary work items. Appropriation consists of \$1,093,546.78 of local funds and \$626,812.32 of RBI funds.

2. That there is hereby appropriated the sum of One million seven hundred twenty thousand three hundred fifty nine

and 10/100 Dollars ( \$1,720,359.10 ) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Lisa Pickering

Name of Clerk

City

Local Public Agency Type

Clerk in and for said City

Local Public Agency Type

of Yorkville

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council

Governing Body Type

of Yorkville

Name of Local Public Agency

at a meeting held on April 27, 2021

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ .  
Day Month, Year

(SEAL)

Clerk Signature

Date

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**Approved**

Regional Engineer

Department of Transportation

Date

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