



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

AGENDA  
**PUBLIC WORKS COMMITTEE MEETING**  
**Tuesday, June 15, 2021**  
**6:00 p.m.**  
City Hall Conference Room  
800 Game Farm Road, Yorkville, IL

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**Citizen Comments:**

**Minutes for Correction/Approval:** May 18, 2021

**New Business:**

1. PW 2021-44 Well Rehabilitation and Media Replacement Plan – FY 2022
2. PW 2021-45 Kennedy Road / Emerald Lane Traffic Control Discussion

**Old Business:**

1. PW 2021-33 Sidewalk Locations

**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, June 15, 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. May 18, 2021

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

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**NEW BUSINESS:**

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1. PW 2021-44 Well Rehabilitation and Media Replacement Plan – FY 2022

- ☐ Moved forward to CC \_\_\_\_\_
  - ☐ Approved by Committee \_\_\_\_\_
  - ☐ Bring back to Committee \_\_\_\_\_
  - ☐ Informational Item
  - ☐ Notes \_\_\_\_\_
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2. PW 2021-45 Kennedy Road / Emerald Lane Traffic Control Discussion

☐ 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 2021-33 Sidewalk Locations

☐ 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 – May 18, 2021

**Meeting and Date:** Public Works Committee – June 15, 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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*Have a question or comment about this agenda item?*

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# DRAFT

**UNITED CITY OF YORKVILLE  
PUBLIC WORKS COMMITTEE  
Tuesday, May 18, 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 Matt Marek, in-person  
Alderman Ken Koch, in-person

Alderman Joe Plocher, in-person  
Alderman Jason Peterson, in-person

**Other City Officials**

City Administrator Bart Olson, in-person  
Assistant City Administrator Erin Willrett, remote attendance  
Engineer Brad Sanderson, EEI, in-person  
Public Works Director Eric Dhuse, in-person  
Alderman Chris Funkhouser, remote attendance

**Other Guests:**

Matt McEwen, remote attendance

The meeting was called to order at 6:00pm by Chairman Matt Marek.

**Citizen Comments:**

Matt McEwen said he had a previous conversation with Alderman Koch requesting two 4-way stop signs in Windett Ridge. This item will be moved forward on the agenda for further discussion.

**Minutes for Correction/Approval:** April 20, 2021

The minutes were approved as presented on a unanimous voice vote.

**New Business:**

***1. PW 2021-34 Selection of Committee Liaisons***

Alderman Koch volunteered to be liaison for Parks and Rec since he usually attends their meetings.  
Alderman Plocher volunteered to be liaison for the Bristol-Kendall Sanitary District.

## **2. PW 2021-35 Meeting Dates**

The committee approved the meeting date schedule as presented. Meetings will remain on the third Tuesday of each month at 6pm.

## **8. PW 2021-41 Stop Sign Analysis – Windett Ridge** (moved forward on agenda)

Mr. Sanderson said he was asked to examine two locations in Windett Ridge for possible 4-way stops. The locations were Windett Ridge/Fairfax Way and Windett Ridge/Coach. Federal guidelines were followed and data was collected for volume, speed, crash history and other factors. Mr. Sanderson shared the data collected and said it did not justify a 4-way stop at this time and recommended keeping the 2-way stop. Mr. McEwen asked for signs stating 'cross traffic does not stop' in lieu of the 4-way stop signs and staff will look at installing them. The committee agreed with this assessment and Alderman Koch asked if these areas could be re-evaluated as the subdivision fully develops.

## **3. PW 2021-36 MFT Resolution for Bulk Rock Salt**

Mr. Dhuse said this is the yearly resolution for rock salt and he was able to keep the low price of \$45.44/ton. A restriction on that price only allows him to order 20% more than he purchased last year. He is also looking for additional salt to go into storage. This purchase is through MFT and the salt should be received in October. Next year he will need to go out to bid since MFT only allows one year at the same price. This item moves to the City Council consent agenda.

## **4. PW 2021-37 Elizabeth Street Water Main Easement**

Director Dhuse said this is the last piece of the Elizabeth St. watermain project and will start next week. He said an easement was never obtained for the house at the end of West Elizabeth. Staff approached the homeowner who only asked for landscaping and driveway repair reimbursement rather than a cash payout for \$11,500. The owner will be asked to sign a document for this work and this moves forward to the full City Council.

## **5. PW 2021-38 Beaver Street Pump Station Improvements – Contract Award**

Bids were taken in April for these water system improvements. A generator will be installed and upgrades made, said Mr. Sanderson. Frank Marshall Co was the low bidder—below the budget and Mr. Sanderson recommends approval of the bid and contract for \$272,244.00. The committee moved this item to the City Council for approval.

## **6. PW 2021-39 2020 Striping Program – Request for Change in Plans and Final Payment Estimate**

This program was initiated in 2020 and put on hold due to Covid. Bids were let last fall, but the weather turned bad resulting in the work being delayed until April. Since MFT funds were used, certain documentation is required. A “change of plans order” is needed since the original bid was \$29,000, the budget was \$25,000 and the actual work cost just under \$25,000. A “final pay estimate” form is also needed. Both are recommended for approval and this moves to the consent agenda.

## **7. PW 2021-40 Countryside Lift Station SCADA Upgrades**

Mr. Dhuse said this is a final SCADA upgrade and he described the work that has been done. He said the Countryside project is the largest at an estimated cost of \$44,000. This station handles everything to the east to Grande Reserve. The recommended contractor is Metropolitan Pump Co. which manufactures parts for the system and is 'sole source' which requires a super majority vote. This item moves to the City Council regular agenda.

#### **9. PW 2021-42 2021 Roads to Better Roads Program – Additional Work**

Mr. Sanderson said work has started and the base cost is over \$860,000. Additional roads may be improved and D Construction has agreed to keep the prices the same as in the contract. MFT funds are being used so additional work must have a separate contract. Wing Road will be added to the Rt. 71 project at a cost of less than \$45,000. Fox Hill has also been added to the schedule of repairs and Illinois Rebuild funds are being used, said Mr. Dhuse. That cost is expected to be \$1.4 to \$1.5 million. The committee moved this item to the City Council for approval consideration.

#### **10. PW 2021-43 Stormwater Management Basin Inspections - Update**

The city has an NPDES permit which requires the city to inspect all stormwater basins every 5 years. Staff looks for failure of any kind and for proper drainage during the inspections. The city divided itself into 4 quadrants and inspections started in 2018 with over 100 basins done. About 50% of those basins inspected were compliant. Non-compliant owners were notified and some have not complied or responded. Mr. Sanderson said numerous pieces of correspondence have been sent to the non-compliant parties. He recommends 30 days for them to detail a schedule of how they will complete the work or they could face building code violations or fines. Letters will be sent to HOA's or others on the tax rolls. Alderman Plocher suggested the letters be sent via certified mail which Mr. Olson said staff will consider.

#### **Old Business:**

##### **1. PW 2021-30 Wing Road Closure Options**

This matter has come back to the committee after a previous discussion whether or not to close this portion of the road. It was reviewed with the Mayor and it was noted that the residents there use the road, so it is recommended to allow them to use it another 20 years and then possibly close it. Mr. Olson recommended no action at this time and the committee concurred.

##### **2. PW 2021-33 Sidewalk Locations**

The majority of the committee had objected last month, to paving a section in Autumn Creek. Alderman Koch said he previously did not wish to pave the Autumn Creek section, but he suggested blacktop instead. Asphalt would not be much less than paving and will be torn out when the lots are built. Chairman Marek cited safety concerns in addition to the possible muddy conditions that could occur. Mr. Koch said unimproved sections of sidewalk occur frequently in the city where homes have not been built. Mr. Olson said the city is looking at possibly doing gravel there since it would be most cost-effective. Alderman Peterson said the cost of doing that portion of sidewalk costs more than repairing Wing Rd. Mr. Olson recommended bidding out all sidewalks except the Autumn Creek portion and making a recommendation for limestone which will be much cheaper. It will be bid out in June and awarded in July.

Regarding a Mayoral request, Mr. Olson inquired if the repair work for East Center will be full or patchwork--it is full. It will be let in June and brought back to Public Works Committee in July.

#### **Additional Business:** None

There was no further business and the meeting adjourned at 6:45pm

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



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

Agenda Item Number

New Business #1

Tracking Number

PW 2021-44

### Agenda Item Summary Memo

**Title:** Well Rehabilitation and Media Replacement Plan – FY2022

**Meeting and Date:** Public Works Committee – June 15, 2021

**Synopsis:** Consideration of Approval

#### 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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*Have a question or comment about this agenda item?*

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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

Date: May 25, 2021  
Subject: Well Rehabilitation and Media Replacement Plan – FY2022

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This memo is to present a revised plan as to the schedules of FY2022's well rehabilitation and media replacement projects. The original plan was as follows:

|                           |                  |           |
|---------------------------|------------------|-----------|
| Well No. 7 Rehabilitation | Budgeted Amount: | \$192,000 |
|---------------------------|------------------|-----------|

|                             |                  |           |
|-----------------------------|------------------|-----------|
| WTP No. 4 Media Replacement | Budgeted Amount: | \$216,000 |
|-----------------------------|------------------|-----------|

Due to recent discoveries by the Public Works Staff, we are now recommending a change as detailed below.

## **Background:**

The City's water system utilizes four (4) water wells to provide all of the City's drinking water. Due to the well-documented and discussed regional decline in water levels, Staff has been monitoring key metrics related to each well and identifying any concerning trends or results.

Staff has observed that the water levels in Water Well No. 4 have been steadily declining in recent years. The trends show that the water level has dropped approximately 20% in the past year while the equipment is pumping. More concerning is the fact that it is only approximately 50-feet of water above the elevation where the pumping equipment is set. This is a particular concern as the pumping level approaches the depth that the pumping equipment is set. The equipment could be in danger of pumping air. This would result in cavitation in the pump and would significantly damage the pumping assembly and motor, which are very expensive to replace. The cost of this equipment alone (not including installation) is over \$200K and it can take several months to obtain the new equipment, so it is advisable to proactively remove and rehabilitate prior to equipment failure.

The media within the WTP No. 4 is showing signs of failure. Operational adjustments have recently been made with the intent of improving the radium removal, and potentially extending the lifespan of the existing media. The next planned quarterly Radium test is in July, with the results made available in August. At that time, it will be better understood whether this project must commence ASAP or if it can be delayed until next fiscal year.

Well No. 7 is due for rehabilitation and it remains a high priority for staff.

## **Discussion:**

It is recommended to rehabilitate Well No. 4 as soon as possible. This includes removing the pumping equipment, inspecting the equipment and well for required rehabilitation, and reinstalling the equipment. The equipment will be set lower than the current depth of setting. EEI will provide a recommended

setting to better protect the equipment, accounting for historic and projected water level trends. Due to the lowered setting and decreasing water levels, it is anticipated that modifications to the pumping assembly will be necessary to maintain desired well production. This will require an IEPA construction permit. A conservative estimate for the rehabilitation is \$230,000 (not including engineering).

Staff would also like to proceed with the preparation of the bid packages for both the WTP No. 4 Media Replacement and the Well No. 7 Rehabilitation. If the radium results taken in July hold below the standards, the priority would then be the Well No. 7 Rehabilitation. If the results come back poorly, then the media replacement would become a higher priority.

Note that the request is to complete the Well 4 Rehabilitation and either the WTP No. 4 Media Replacement or the Well No. 7 Rehabilitation this FY. The remaining project will be recommend to be completed in FY2023.

The overall plan is to work within the budget that has been approved.

**Question Presented:**

Should the City move forward with the rehabilitation of Well No. 4?

Should the City move forward with the preparation of the bid packages for WTP No. 4 Media Replacement and the Well No. 7 Rehabilitation?

**Action Required:**

Consideration of approval.

**Well No. 4 Rehabilitation  
United City of Yorkville, Kendall County, IL  
Professional Services Agreement - Design and Construction Engineering**

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

**A. Services:**

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the included exhibits. Design and Construction engineering will be provided for the rehabilitation of the pumping equipment and investigating well performance at Water Well No. 4. Scope includes modifications to the existing pumping equipment, such that an IEPA Construction Permit shall be required. Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

**B. Term:**

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

**C. Compensation and maximum amounts due to ENGINEER:**

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Exhibit 3. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$18,288.00 and Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$14,088.00. The hourly rates for this project are shown in the attached 2021 Standard Schedule of Charges (Exhibit 5). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

**D. Changes in Rates of Compensation:**

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

**E. Ownership of Records and Documents:**

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

**F. Governing Law:**

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

**G. Independent Contractor:**

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

**H. Certifications:**

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

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

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

**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

*Well No. 4 Rehabilitation  
United City of Yorkville  
Professional Services Agreement  
Design and Construction Engineering*

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

- Exhibit 1:** Standard Terms and Conditions
- Exhibit 2:** Scope of Services
- Exhibit 3:** Estimate of Level of Effort and Associated Cost
- Exhibit 4:** Anticipated Project Schedule
- Exhibit 5:** 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

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Brad Sanderson, P.E.  
President

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Lisa Pickering  
City Clerk

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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.

# **WELL NO. 4 REHABILITATION**

## **United City of Yorkville**

### **Exhibit 2 – Scope of Services**

The United City of Yorkville intends to rehabilitate Water Well No. 4. The work for the well will be performed by a single contractor through one set of bid documents. The main objective of this project is to rehabilitate the well pumping equipment and investigate well performance. This work will be done in accordance with a Project Manual prepared by the Engineer. This Project Manual will be utilized as a basis for bidding and contracting for the project as well.

The following list of work items establishes the scope of engineering services for this project:

#### **DESIGN ENGINEERING**

- 2.1 Project Management and Administration
  - Management of Personnel and the Engineering Contract
  - Budget Tracking
  - Updates at Internal Meetings
- 2.2 Project Manual Preparation
  - Preparation of 100% Project Manual and Engineer's Opinion of Probable Construction Cost. Project Manual Shall Include Bidding Documents with Base Bid Schedule and Mandatory Alternate Bid Schedule, General Conditions, Well Schematic, Special Provisions and Exhibits
  - Internal QA/QC
- 2.3 IEPA Construction Permit
  - Hydraulic Calculations to Identify New Design Operating Point and Coordination with Pump Manufacturer to Identify Pumping Assembly Modifications
  - Assumes No Modifications to the Existing Motor are Required
  - Prepare IEPA Construction Permit Application and Supporting Documentation
  - Coordination with IEPA and City to Facilitate Construction Permit Approval
  - Does Not Include IEPA Operating Permitting Assistance (by City)
- 2.4 Bidding and Contracting
  - Prepare Bidders List and Ad for Bid
  - Submit Ad for Bid to the Local Paper and Post Bidding Documents on Quest CDN. Does Not Include a Pre-Bid Meeting.
  - Address Bid Questions and Prepare Addenda
  - Attend Bid Opening
  - Prepare Bid Tab, Bid Summary, and Recommendation of Award
  - Execute Contract Documents

#### **CONSTRUCTION ENGINEERING**

- 3.1 Construction Administration
  - Coordinate and Attend the Pre-Construction Meeting
  - Reviewing and Responding to Contractor's Requests for Information (RFIs)
  - Review and Processing of Contractor's Pay Applications (Maximum of 2) and Change Orders (Maximum of 2) for The Project

### 3.2 Construction Observation and Documentation

- Part-Time Onsite Construction Observation During Removal and Reinstallation of Pumping Equipment, and Startup of the Well (Maximum of 3 Site Visits)
- Review Video Survey of the Well
- Meet City Staff at the Contractor's Shop to Inspect the Disassembled Pumping Assembly, Motor, and Column Piping for the Well. Provide Recommendations to City Staff, Based Upon Review of the Equipment and the Contractor's Written Inspection Report.

The above scope for "WELL NO. 4 REHABILITATION" 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.



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**EXHIBIT 3**  
**ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR**  
**PROFESSIONAL ENGINEERING SERVICES FOR**  
WELL NO. 4 REHABILITATION  
UNITED CITY OF YORKVILLE, IL  
May 24, 2021

| WORK<br>ITEM<br>NO.                | WORK ITEM                                  | ENTITY:       | ENGINEERING               |                              |                                  |                     | DRAFTING                    | ADMIN. | WORK<br>ITEM<br>HOUR<br>SUMM. | COST<br>PER<br>ITEM |
|------------------------------------|--|---------------|---------------------------|------------------------------|----------------------------------|---------------------|-----------------------------|--------|-------------------------------|---------------------|
|                                    |  | PROJECT ROLE: | PRINCIPAL<br>IN<br>CHARGE | SENIOR<br>PROJECT<br>MANAGER | SENIOR<br>PROJECT<br>ENGINEER II | PROJECT<br>ENGINEER | SENIOR<br>PROJECT<br>TECH I | ADMIN. |                               |                     |
|                                    |  | HOURLY RATE:  | \$212                     | \$206                        | \$174                            | \$147               | \$147                       | \$70   |                               |                     |
| DESIGN ENGINEERING                 |  |               |                           |                              |                                  |                     |                             |        |                               |                     |
| 2.1                                | Project Management and Administration      |               | 2                         | 2                            |                                  |                     |                             |        | 4                             | \$ 836              |
| 2.2                                | Project Manual Preparation                 |               | 1                         | 6                            | 12                               | 32                  | 4                           |        | 55                            | \$ 8,828            |
| 2.3                                | IEPA Construction Permit                   |               | 1                         | 4                            | 8                                | 16                  |                             |        | 29                            | \$ 4,780            |
| 2.4                                | Bidding and Contracting                    |               | 1                         | 4                            | 8                                | 8                   |                             | 2      | 23                            | \$ 3,744            |
| Design Engineering Subtotal:       |  |               | 5                         | 16                           | 28                               | 56                  | 4                           | 2      | 111                           | \$ 18,188           |
| CONSTRUCTION ENGINEERING           |  |               |                           |                              |                                  |                     |                             |        |                               |                     |
| 3.1                                | Construction Administration                |               | 2                         | 8                            | 16                               | 16                  |                             | 2      | 44                            | \$ 7,348            |
| 3.2                                | Construction Observation and Documentation |               |                           | 4                            | 12                               | 24                  |                             |        | 40                            | \$ 6,440            |
| Construction Engineering Subtotal: |  |               | 2                         | 12                           | 28                               | 40                  | -                           | 2      | 84                            | 13,788              |
| PROJECT TOTAL:                     |  |               | 7                         | 28                           | 56                               | 96                  | 4                           | 4      | 195                           | 31,976              |

| DIRECT EXPENSES          |               | LABOR SUMMARY                 |                  |
|--------------------------|---------------|-------------------------------|------------------|
| Printing =               | \$ 100        | Engineering Expenses =        | \$ 31,108        |
| Vehicle (Construction) = | \$ 300        | Surveying Expenses =          | \$ -             |
| <b>DIRECT EXPENSES =</b> | <b>\$ 400</b> | Drafting Expenses =           | \$ 588           |
|                          |               | Administrative Expenses =     | \$ 280           |
|                          |               | <b>TOTAL LABOR EXPENSES =</b> | <b>\$ 31,976</b> |
|                          |               | <b>TOTAL EXPENSES =</b>       | <b>\$ 32,376</b> |

G:\Public\Yorkville\2021\YO2122-P Well No. 4 Rehabilitation-Yorkville\PSA\Exhibit 3 - Level of Effort.xlsx\Fee Summary



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**EXHIBIT NO. 4**  
**ANTICIPATED PROJECT SCHEDULE**  
**WELL NO. 4 REHABILITATION**  
 UNITED CITY OF YORKVILLE, ILLINOIS

| ITEM NO.                 | WORK ITEM                             | Year:          | 2021 |    |    |    |    |      |    |    |    |      |    |    |    |        |   |    |    |           |   |    |         |    |   |          | 2022 |    |          |   |    |         |    |   |    |    |          |   |    |    |    |    |   |    |    |    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  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|                          |                                       | Month:         | May  |    |    |    |    | June |    |    |    | July |    |    |    | August |   |    |    | September |   |    | October |    |   | November |      |    | December |   |    | January |    |   |    |    | February |   |    |    |    |    |   |    |    |    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  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|                          |                                       | Week Starting: | 3    | 10 | 17 | 24 | 31 | 7    | 14 | 21 | 28 | 5    | 12 | 19 | 26 | 2      | 9 | 16 | 23 | 30        | 6 | 13 | 20      | 27 | 4 | 11       | 18   | 25 | 1        | 8 | 15 | 22      | 29 | 6 | 13 | 20 | 27       | 3 | 10 | 17 | 24 | 31 | 7 | 14 | 21 | 28 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  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| FINAL DESIGN ENGINEERING |                                       |                |      |    |    |    |    |      |    |    |    |      |    |    |    |        |   |    |    |           |   |    |         |    |   |          |      |    |          |   |    |         |    |   |    |    |          |   |    |    |    |    |   |    |    |    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  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| 2.1                      | Project Management and Administration |                |      |    |    |    |    |      |    |    |    |      |    |    |    |        |   |    |    |           |   |    |         |    |   |          |      |    |          |   |    |         |    |   |    |    |          |   |    |    |    |    |   |    |    |    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  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G:\Public\Yorkville\2021\YO2122-P Well No. 4 Rehabilitation-Yorkville\PSA\Exhibit 4 - Anticipated Schedule.xls\Schedule (2)

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



## *Standard Schedule of Charges*

*January 1, 2021*

| <b>EMPLOYEE DESIGNATION</b>                 | <b>CLASSIFICATION</b> | <b>HOURLY RATE</b> |
|---|-----------------------|--------------------|
| 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 |



**Water Treatment Plant No. 4 Cation Exchange Media Replacement  
United City of Yorkville, Kendall County, IL  
Professional Services Agreement - Design and Construction Engineering**

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

**A. Services:**

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the included exhibits. Design and Construction engineering will be provided for the replacement of cation exchange media at Water Treatment Plant No. 4. Scope does not include modifications to the existing system, such that an IEPA Construction Permit shall be required. Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

**B. Term:**

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

**C. Compensation and maximum amounts due to ENGINEER:**

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Exhibit 3. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$10,040.00 and Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$14,856.00. The hourly rates for this project are shown in the attached 2021 Standard Schedule of Charges (Exhibit 5). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

**D. Changes in Rates of Compensation:**

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

**E. Ownership of Records and Documents:**

ENGINEER agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. ENGINEER agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, ENGINEER agrees to return all such materials to the City. The City agrees not to modify any original documents produced by ENGINEER without 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

*Water Treatment Plant No. 4 Cation Exchange Media Replacement  
United City of Yorkville  
Professional Services Agreement  
Design and Construction Engineering*

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

- Exhibit 1:** Standard Terms and Conditions
- Exhibit 2:** Scope of Services
- Exhibit 3:** Estimate of Level of Effort and Associated Cost
- Exhibit 4:** Anticipated Project Schedule
- Exhibit 5:** 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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Bart Olson  
City Administrator

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Brad Sanderson, P.E.  
President

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Eric Dhuse  
Public Works Director

---

Angie Smith  
Executive Assistant

## STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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.

# **WATER TREATMENT PLANT NO. 4 CATION EXCHANGE MEDIA REPLACEMENT**

## **United City of Yorkville**

### **Exhibit 2 – Scope of Services**

The United City of Yorkville intends to replace the gravel and anthracite media (media) filter media in the cation exchange vessel located as their Water Treatment Plant No. 4. The City intends for a Contractor to provide services for removing and disposing of the existing media, cleaning the inside of the vessel, inspecting the vessel, coating repairs, installing new gravel and media, and disinfecting the unit before returning it to service. This work will be done in accordance with a Project Manual prepared by the Engineer. This Project Manual will be utilized as a basis for bidding and contracting for the project as well.

The following list of work items establishes the scope of engineering services for this project:

#### **1.0 DESIGN AND PROJECT MANUAL PREPARATION:**

- 1.1 Project Administration
  - Management of Personnel and the Engineering Contract
  - Budget Tracking
  - Updates at Internal Meetings
- 1.2 Design and Project Manual Preparation
  - Preparation of 100% Project Manual and Engineer's Opinion of Probable Construction Cost. Project Manual Shall Include Bidding and Contract Documents, General Conditions, Special Provisions and Exhibits
  - Includes Specifications for Coating Repairs
  - Internal QA/QC
- 1.3 Bidding and Contracting
  - Prepare Bidders List and Ad for Bid
  - Submit Ad for Bid to the Local Paper and Post Bidding Documents on Quest CDN
  - Address Bid Questions and Prepare Addenda
  - Attend Bid Opening
  - Prepare Bid Tab, Bid Summary, and Recommendation of Award
  - Execute Contract Documents

#### **2.0 CONSTRUCTION ENGINEERING:**

- 2.1 Construction Administration
  - Prepare for, Attend, and Facilitate the Preconstruction Meeting Including Preparation of Meeting Minutes
  - Reviewing and Responding to the Contractor's Request for Information (RFIs)
  - Review and Processing of Contractor's Pay Applications (Maximum of 2) and Change Orders (Maximum of 1)
  - Weekly Project Status Communication with the City and Contractor
- 2.2 Construction Observation
  - Part-Time Construction Observation (Periodic During Critical Work Items)
  - Documentation and Field Reports
  - Project Closeout

The above scope of services for the Water Treatment Plant No. 4 Cation Exchange Media Replacement includes the following assumptions and exclusions:

1. No on-site construction progress meetings involving EEI management.
2. City to Coordinate All Necessary Media Testing for Radium and Metals (TCLP); Assumes Combined Radium for the Media Will Be Less Than 200 pCi/g (Non-Hazardous Waste) and Media Will Be Suitable for Landfilling
3. Detailed Investigations/Studies/Reports for Corrosion Control Impacts of Treatment Change, Such as Pipe-Loop Studies or Coupon Rack Studies, for the Purposes of Obtaining the IEPA Construction Permit, are Not Included.

The above scope for “WATER TREATMENT PLANT NO. 4 CATION EXCHANGE MEDIA REPLACEMENT” 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:       | 5/24/2021 |
| ENTERED BY: | KEP       |

**EXHIBIT 3  
SUMMARY OF COMPENSATION FOR  
PROFESSIONAL ENGINEERING SERVICES FOR**

**Water Treatment Plant No. 4 Cation Exchange Media Replacement**  
United City of Yorkville, IL  
May 24, 2021

| WORK<br>ITEM<br>NO.                | WORK ITEM                             | ENTITY:       | ENGINEERING               |                    |                 | DRAFTING             | ADMIN. | WORK<br>ITEM<br>HOUR<br>SUMM. | COST<br>PER<br>ITEM |
|------------------------------------|---------------------------------------|---------------|---------------------------|--------------------|-----------------|----------------------|--------|-------------------------------|---------------------|
|                                    |                                       | PROJECT ROLE: | PRINCIPAL<br>IN<br>CHARGE | PROJECT<br>MANAGER | PROJECT<br>ENG. | SENIOR<br>TECHNICIAN | ADMIN. |                               |                     |
|                                    |                                       | HOURLY RATE:  | \$212                     | \$185              | \$147           | \$147                | \$70   |                               |                     |
| DESIGN ENGINEERING                 |                                       |               |                           |                    |                 |                      |        |                               |                     |
| 1.1                                | Project Administration                |               | 1                         | 2                  |                 |                      |        | 3                             | \$ 582              |
| 1.2                                | Design and Project Manual Preparation |               |                           | 12                 | 28              | 2                    | 2      | 44                            | \$ 6,770            |
| 1.3                                | Bidding & Contracting                 |               | 1                         | 6                  | 8               |                      | 2      | 17                            | \$ 2,638            |
| Design Engineering Subtotal:       |                                       |               | 2                         | 20                 | 36              | 2                    | 4      | 64                            | \$ 9,990            |
| CONSTRUCTION ENGINEERING           |                                       |               |                           |                    |                 |                      |        |                               |                     |
| 2.1                                | Construction Administration           |               | 1                         | 16                 | 16              |                      | 2      | 35                            | \$ 5,664            |
| 2.2                                | Construction Observation              |               |                           | 20                 | 36              |                      |        | 56                            | \$ 8,992            |
| Construction Engineering Subtotal: |                                       |               | 1                         | 36                 | 52              | -                    | 2      | 91                            | \$ 14,656           |
| PROJECT TOTAL:                     |                                       |               | 3                         | 56                 | 88              | 2                    | 6      | 155                           | 24,646              |

| <b>DIRECT EXPENSES</b>   |               |
|--------------------------|---------------|
| Printing (Design) =      | \$ 50         |
| Vehicle (Construction) = | \$ 200        |
|                          | \$ -          |
|                          | \$ -          |
| <b>DIRECT EXPENSES =</b> | <b>\$ 250</b> |

| <b>LABOR SUMMARY</b>          |                  |
|-------------------------------|------------------|
| Engineering Expenses =        | \$ 23,932        |
| Surveying Expenses =          | \$ -             |
| Drafting Expenses =           | \$ 294           |
| Administrative Expenses =     | \$ 420           |
| <b>TOTAL LABOR EXPENSES =</b> | <b>\$ 24,646</b> |

|                         |                  |
|-------------------------|------------------|
| <b>TOTAL EXPENSES =</b> | <b>\$ 24,896</b> |
|-------------------------|------------------|





## *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 |

**Well No. 7 Rehabilitation  
United City of Yorkville, Kendall County, IL  
Professional Services Agreement - Design and Construction Engineering**

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

**A. Services:**

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the included exhibits. Design and Construction engineering will be provided for the rehabilitation of the pumping equipment and investigating well performance at Water Well No. 7. Scope does not include modifications to the existing system, such that an IEPA Construction Permit shall be required. Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

**B. Term:**

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

**C. Compensation and maximum amounts due to ENGINEER:**

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Exhibit 3. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$7,258.00 and Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$14,088.00. The hourly rates for this project are shown in the attached 2021 Standard Schedule of Charges (Exhibit 5). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

**D. Changes in Rates of Compensation:**

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

**E. Ownership of Records and Documents:**

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

**F. Governing Law:**

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

**G. Independent Contractor:**

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

**H. Certifications:**

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

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

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



**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 exhibits is as follows:

- Exhibit 1:** Standard Terms and Conditions
- Exhibit 2:** Scope of Services
- Exhibit 3:** Estimate of Level of Effort and Associated Cost
- Exhibit 4:** Anticipated Project Schedule
- Exhibit 5:** 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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Bart Olson  
City Administrator

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Brad Sanderson, P.E.  
President

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Eric Dhuse  
Public Works Director

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Angie Smith  
Executive Assistant

## STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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.

# **WELL NO. 7 REHABILITATION**

## **United City of Yorkville**

### **Exhibit 2 – Scope of Services**

The United City of Yorkville intends to rehabilitate Water Well No. 7. The work for the well will be performed by a single contractor through one set of bid documents. The main objective of this project is to rehabilitate the well pumping equipment and investigate well performance. This work will be done in accordance with a Project Manual prepared by the Engineer. This Project Manual will be utilized as a basis for bidding and contracting for the project as well.

The following list of work items establishes the scope of engineering services for this project:

#### **DESIGN ENGINEERING**

- 2.1 Project Management and Administration
  - Management of Personnel and the Engineering Contract
  - Budget Tracking
  - Updates at Internal Meetings
- 2.2 Project Manual Preparation
  - Preparation of 100% Project Manual and Engineer's Opinion of Probable Construction Cost. Project Manual Shall Include Bidding Documents with Base Bid Schedule and Mandatory Alternate Bid Schedule, General Conditions, Well Schematic, Special Provisions and Exhibits
  - Internal QA/QC
- 2.3 Bidding and Contracting
  - Prepare Bidders List and Ad for Bid
  - Submit Ad for Bid to the Local Paper and Post Bidding Documents on Quest CDN. Does Not Include a Pre-Bid Meeting.
  - Address Bid Questions and Prepare Addenda
  - Attend Bid Opening
  - Prepare Bid Tab, Bid Summary, and Recommendation of Award
  - Execute Contract Documents

#### **CONSTRUCTION ENGINEERING**

- 3.1 Construction Administration
  - Coordinate and Attend the Pre-Construction Meeting
  - Reviewing and Responding to Contractor's Requests for Information (RFIs)
  - Review and Processing of Contractor's Pay Applications (Maximum of 2) and Change Orders (Maximum of 2) for The Project
- 3.2 Construction Observation and Documentation
  - Part-Time Onsite Construction Observation During Removal and Reinstallation of Pumping Equipment, and Startup of the Well (Maximum of 3 Site Visits)
  - Review Video Survey of the Well
  - Meet City Staff at the Contractor's Shop to Inspect the Disassembled Pumping Assembly, Motor, and Column Piping for the Well. Provide Recommendations to City Staff, Based Upon Review of the Equipment and the Contractor's Written Inspection Report.



The above scope of services for Well No. 7 Rehabilitation includes the following assumptions:

1. No Construction Permit Required for Well No. 7

The above scope for "WELL NO. 7 REHABILITATION" 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.



Engineering Enterprises, Inc.

Outstanding Service ~ Every Client ~ Every Day

**EXHIBIT 3**  
**ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR**  
**PROFESSIONAL ENGINEERING SERVICES FOR**  
 WELL NO. 7 REHABILITATION  
 UNITED CITY OF YORKVILLE, IL  
 May 24, 2021

| WORK<br>ITEM<br>NO.                | WORK ITEM                                  | ENTITY:       | ENGINEERING               |                              |                                  |                     | DRAFTING                    | ADMIN. | WORK<br>ITEM<br>HOUR<br>SUMM. | COST<br>PER<br>ITEM |
|------------------------------------|--|---------------|---------------------------|------------------------------|----------------------------------|---------------------|-----------------------------|--------|-------------------------------|---------------------|
|                                    |  | PROJECT ROLE: | PRINCIPAL<br>IN<br>CHARGE | SENIOR<br>PROJECT<br>MANAGER | SENIOR<br>PROJECT<br>ENGINEER II | PROJECT<br>ENGINEER | SENIOR<br>PROJECT<br>TECH I | ADMIN. |                               |                     |
|                                    |  | HOURLY RATE:  | \$212                     | \$206                        | \$174                            | \$147               | \$147                       | \$70   |                               |                     |
| DESIGN ENGINEERING                 |  |               |                           |                              |                                  |                     |                             |        |                               |                     |
| 2.1                                | Project Management and Administration      |               | 1                         | 2                            |                                  |                     |                             |        | 3                             | \$ 624              |
| 2.2                                | Project Manual Preparation                 |               | 1                         | 2                            | 4                                | 8                   | 2                           |        | 17                            | \$ 2,790            |
| 2.3                                | Bidding and Contracting                    |               | 1                         | 4                            | 8                                | 8                   |                             | 2      | 23                            | \$ 3,744            |
| Design Engineering Subtotal:       |  |               | 3                         | 8                            | 12                               | 16                  | 2                           | 2      | 43                            | \$ 7,158            |
| CONSTRUCTION ENGINEERING           |  |               |                           |                              |                                  |                     |                             |        |                               |                     |
| 3.1                                | Construction Administration                |               | 2                         | 8                            | 16                               | 16                  |                             | 2      | 44                            | \$ 7,348            |
| 3.2                                | Construction Observation and Documentation |               |                           | 4                            | 12                               | 24                  |                             |        | 40                            | \$ 6,440            |
| Construction Engineering Subtotal: |  |               | 2                         | 12                           | 28                               | 40                  | -                           | 2      | 84                            | 13,788              |
| PROJECT TOTAL:                     |  |               | 5                         | 20                           | 40                               | 56                  | 2                           | 4      | 127                           | 20,946              |

| DIRECT EXPENSES          |               | LABOR SUMMARY                 |                  |
|--------------------------|---------------|-------------------------------|------------------|
| Printing =               | \$ 100        | Engineering Expenses =        | \$ 20,372        |
| Vehicle (Construction) = | \$ 300        | Surveying Expenses =          | \$ -             |
| <b>DIRECT EXPENSES =</b> | <b>\$ 400</b> | Drafting Expenses =           | \$ 294           |
|                          |               | Administrative Expenses =     | \$ 280           |
|                          |               | <b>TOTAL LABOR EXPENSES =</b> | <b>\$ 20,946</b> |

|                         |                  |
|-------------------------|------------------|
| <b>TOTAL EXPENSES =</b> | <b>\$ 21,346</b> |
|-------------------------|------------------|

G:\Public\Yorkville\2017\YO1717-P Well No. 7 Rehabilitation\PSA-2021\Exhibit 3 - Level of Effort.xlsx\Fee Summary



Outstanding Service ~ Every Client ~ Every Day

**EXHIBIT NO. 4**  
**ANTICIPATED PROJECT SCHEDULE**  
**WELL NO. 7 REHABILITATION**  
 UNITED CITY OF YORKVILLE, ILLINOIS

| ITEM NO. | WORK ITEM | Year:          | 2021 |    |    |    |      |   |    |    |      |   |    |    |        |   |   |    |           |    |   |    |         |    |   |    | 2022     |    |   |   |          |    |    |   |         |    |    |   |          |    |    |    |       |    |    |    |       |    |    |    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|          |           | Month:         | May  |    |    |    | June |   |    |    | July |   |    |    | August |   |   |    | September |    |   |    | October |    |   |    | November |    |   |   | December |    |    |   | January |    |    |   | February |    |    |    | March |    |    |    | April |    |    |    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|          |           | Week Starting: | 3    | 10 | 17 | 24 | 31   | 7 | 14 | 21 | 28   | 5 | 12 | 19 | 26     | 2 | 9 | 16 | 23        | 30 | 6 | 13 | 20      | 27 | 4 | 11 | 18       | 25 | 1 | 8 | 15       | 22 | 29 | 6 | 13      | 20 | 27 | 3 | 10       | 17 | 24 | 31 | 7     | 14 | 21 | 28 | 4     | 11 | 18 | 25 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|          |           |                |      |    |    |    |      |   |    |    |      |   |    |    |        |   |   |    |           |    |   |    |         |    |   |    |          |    |   |   |          |    |    |   |         |    |    |   |          |    |    |    |       |    |    |    |       |    |    |    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

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

G:\Public\Yorkville\2017\YD1717-P Well No. 7 Rehabilitation\PSA-2021\Exhibit 4 - Anticipated Schedule.xls\Schedule (2)



## 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 #2

Tracking Number

PW 2021-45

### Agenda Item Summary Memo

**Title:** Kennedy Road / Emerald Lane Traffic Control Discussion

**Meeting and Date:** Public Works Committee – June 15, 2021

**Synopsis:**

**Council Action Previously Taken:**

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

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

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

**Council Action Requested:** \_\_\_\_\_

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

**Agenda Item Notes:**

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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: June 1, 2021  
Subject: Kennedy Road and Emerald Lane – Pedestrian Safety Analysis

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As requested, we investigated the pedestrian crossing along the east leg of Kennedy Road and Emerald Lane due to safety concerns raised by a few citizens.

## *Existing Conditions and Observations:*

On Thursday, May 13, 2021, EEI completed field investigations of the existing conditions and traffic patterns along Kennedy Road at Emerald Lane.

Kennedy Road is functionally classified by the Illinois Department of Transportation (IDOT) as a Minor Arterial with an existing (2019) average daily traffic (ADT) volume of 4,500 vehicles per day. The posted speed along Kennedy Road is 45 mph.

The existing lane configuration along Kennedy Road at Emerald Lane consists of one (1) 12-foot travel lane in either direction with dedicated left-turn lanes in the eastbound and westbound directions at the intersection. The width of the roadway is 33 feet.

It is understood that much of the pedestrian traffic in the AM and PM peak hours is generated by Autumn Creek Elementary School. Pedestrian counts were collected one hour prior to the first bell from 7:30 to 8:30AM and one hour after the last bell from 3:30 to 4:30 PM on Thursday, May 13.

## *Signage/Markings*

Both eastbound and westbound Kennedy Road have pedestrian crossing ahead signage (MUTCD S1-1, W16-9P) approximately 250' in advance of the crosswalk at Emerald Lane, with a pedestrian crossing signage (MUTCD S1-1, W16-7P) located at the crosswalk. A view of the existing signage is shown in **Photo 1** on the following page. The crosswalk is delineated by two (2) 6" wide white transverse markings with one-foot bars spaced three (3) feet apart center-center and aligned at 45-degree angles.

Kennedy Road and Emerald Lane is a two-way stop-controlled intersection with Emerald Lane subject to stop control.



**Photo 1. Crosswalk Signage along Kennedy Road at Emerald Lane, Facing Eastbound**

### *Traffic and Pedestrian Patterns*

We also collected seven-day speed data from Thursday, May 13, 2021 to Wednesday, May 19, 2021 via bi-directional traffic collector radar detection along Kennedy Road east and west of Emerald Lane. Below is a summary of the average AM and PM peak hour traffic along with pedestrian counts collected on Thursday, May 13.

The table below shows the volumes in the AM and PM observed along Kennedy Road.

| <b>Time Period</b> | <i>May 2021</i>         |                    |
|--------------------|-------------------------|--------------------|
|                    | <i>Opposing Traffic</i> | <i>Pedestrians</i> |
| 7:30-8:30 AM       | 295                     | 2                  |
| 3:30-4:30 PM       | 440                     | 7                  |

In addition to vehicular and pedestrian traffic counts, gaps in traffic greater than 17 seconds were also recorded as a gap long enough for a pedestrian to cross at this location (48-foot crosswalk). The 17 second interval was estimated using a crossing speed of 3.5 feet per second (taken from the MUTCD) and a pedestrian startup time of 3 seconds. According to the Institute of Transportation Engineers, longer crossing times are needed for school-aged children. They recommend using 2.0 feet per second for elementary school children, which requires gaps in traffic greater than 27 seconds. **Based on the vehicular and pedestrian counts, the average vehicular gap is 12.2 seconds and 8.2 seconds in the AM and PM peak hours, respectively. Both are well short of the required 27 second gap for elementary school students.**

### *Street Lighting*

The existing intersection is currently lit with fixtures provided in the medians on both the north and south legs of Emerald Lane.

### *Sight Distance*

The existing Kennedy Road profile along the centerline appears to be flat (grades less than 3%). According to the IDOT Bureau of Local Roads Manual, the required stopping sight distance is 425 feet for a 50 mph design speed. Based on our observations in the field, it appears that the stopping sight distance requirement is fulfilled.

### ***Analysis and Review of Conditions***

The section on crosswalks in the MUTCD says the following:

*“New marked crosswalks alone, without other measures designed to reduce traffic speeds, shorten crossing distances, enhance driver awareness of the crossing, and/or provide active warning of pedestrian presence, should not be installed across uncontrolled roadways where the speed limit exceeds 40 mph and either:*

- A. The roadway has four or more lanes of travel without a raised median or pedestrian refuge island and an ADT of 12,000 vehicles per day or greater; or*
- B. The roadway has four or more lanes of travel with a raised median or pedestrian refuge island and an ADT of 15,000 vehicles per day or greater.”*

Since there are two (2) lanes of travel, no raised median or pedestrian refuge island present, an ADT of 4,500 vehicles per day, a posted speed of 45 mph, minimal pedestrian traffic, and very few gaps in traffic long enough for pedestrians to cross at this location, MUTCD criteria recommends that a crosswalk should not be installed.

However, since the crossing has already been established, we have evaluated installing other measures to enhance driver awareness of the crossing and provide active warning of pedestrian presence.

### *Signal Warrants*

First, we reviewed the traffic signal warrants based on pedestrian volume. According to the MUTCD, Signal Warrant 4, Pedestrian Volume, the minimum required number of pedestrians crossing the major street at an intersection during an average day is 107 or more for each of any four hours or 133 or more for any one-hour period. For Signal Warrant 5, School Crossing, the minimum required number of pedestrians is 20 during the highest crossing hour. Since neither warrant is met based on pedestrian volume observed, the need for a traffic signal is not justified.

### *Pedestrian Hybrid Beacons*

A pedestrian hybrid beacon is used to control traffic at an unsignalized location to assist pedestrians in crossing at a marked crosswalk. It can be used at locations where a traffic signal is not warranted or the decision was made to not install a traffic control signal. However, the guidelines for installation of a

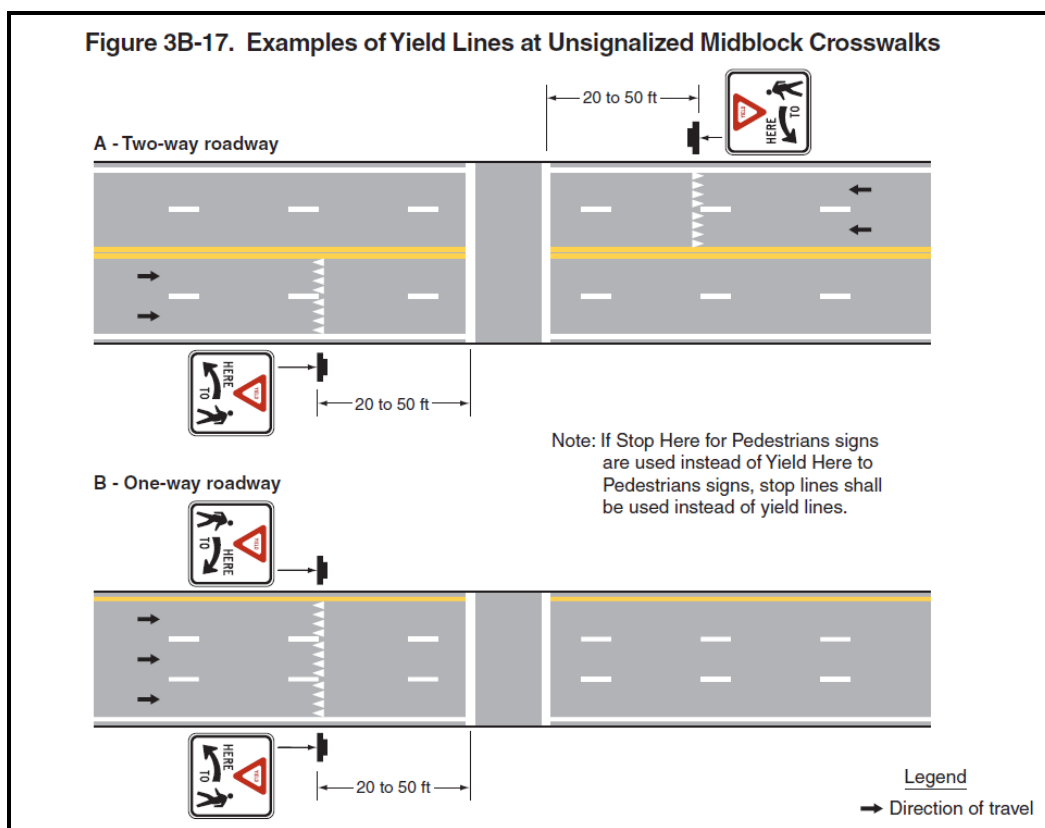


pedestrian hybrid beacon require a minimum pedestrian volume of 20 for one hour of an average day. The pedestrian volume observed does not fit this criterion, so installing a pedestrian hybrid beacon is not justified.

### *Increasing Sign and Pavement Marking Conspicuity*

Since traffic signals and pedestrian hybrid beacons are not warranted, another option is increasing the sign conspicuity of the pedestrian crossing signs. Section 2A.15 of the MUTCD offers several suggestions to accomplish this. Some options that could be used include: adding a red or orange flag above signs, adding a warning beacon to the sign, adding LED lights to the sign, or adding a strip of retroreflective material to the sign support.

Pavement markings can also be used to supplement the conspicuity of a crosswalk, such as Yield Lines 20 to 50 feet from the crosswalk. The use of Yield Lines also requires the use of either YIELD HERE TO PEDESTRIANS (MUTCD R1-5 or R1-5a) or STOP HERE FOR PEDESTRIANS (MUTCD R1-5b or R1-5c) signs.



**Photo 2. MUTCD Guidance on Yield Lines and Stop Here for Pedestrians Signs**

### *Conclusions and Recommendation*

If the City chooses to enhance driver awareness, based on our observations we would recommend signage and pavement marking enhancements to the pedestrian crossing. We recommend the Rectangular Rapid Flashing Beacon (RRFB) as it is more conspicuous to motorists. Photo 3 (below) shows an example of a RRFB assembly at a crosswalk. We recommend replacing the existing signage assemblies at the

crosswalk (pedestrian crossing signs with diagonal downward arrow plaques) with RRFB assemblies with pedestrian push buttons (new assemblies to include the pedestrian crossing sign and diagonal downward arrow plaque). We also recommend the implementation of the Yield Lines and STOP HERE FOR PEDESTRIANS signs (MUTCD R1-5c) approximately 20 to 50 feet in advance of the crosswalk in both directions.



**Photo 3. Sample RRFB Installation (TAPCO)**

#### *Costs*

We are estimating that the purchase and installation of the RRFB, striping and signage would be in the \$20,000-25,000 range.



# 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: June 2, 2021  
Subject: Kennedy Road and Emerald Lane – Multi-Way Stop Sign

---

As requested, we investigated the possible installation of multi-way stop signs at the following intersections:

- Kennedy Road and Emerald Lane - Currently, the intersection of Kennedy Road and Emerald Lane is two-way stop controlled with Emerald Lane subject to stop control.

EEI collected 24-hour traffic counts via on-road tube collectors for the north and south legs of the Kennedy Road and Emerald Lane intersection on Thursday, May 13, 2021. We also collected seven-day speed data from Thursday, May 13, 2021 to Wednesday, May 19, 2021 via bi-directional traffic collector radar detection along Kennedy Road east and west of Emerald Lane.

The governing entity on traffic control signage is the Manual on Uniform Traffic Control Devices (MUTCD). The manual states as follows in regard to multi-way stop sign installation:

*Guidance:*

*The decision to install multi-way stop control should be based on an engineering study.*

*The following criteria should be considered in the engineering study for a multi-way STOP sign installation:*

*A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.*

*B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.*

*C. Minimum volumes:*

*1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and*

*2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but*

*3. If the 85<sup>th</sup>-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.*

*D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.*

*Option:*

*Other criteria that may be considered in an engineering study include:*

*A. The need to control left-turn conflicts;*

*B. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;*

*C. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and*

*D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.*

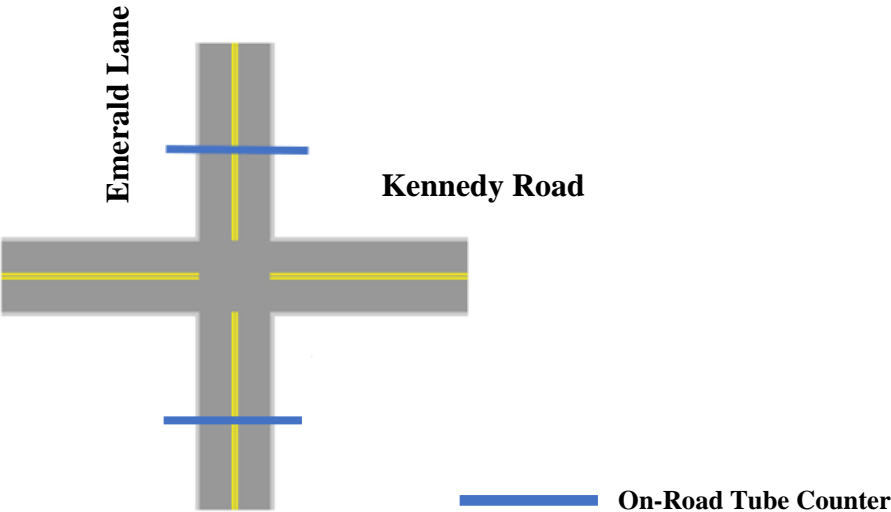
Our findings were as follows:

- There are no sight distance constraints.
- The vehicular volumes entering the intersection from the major street approaches (Kennedy Road) appears to be below 300 vehicles per hour for any 8 hours of an average day.
- The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street (Emerald Lane) appears to be below 200 units per hour for the same 8 hours. Per the traffic counts, the north leg of Emerald Lane sees a daily peak volume of 14 vehicles entering the intersection between 5:30-6:30 PM. The south leg has a daily peak volume of 12 cars entering the intersection between 1:30-2:30 PM.
- Because the posted speed limit exceeds 40 mph, the minimum vehicular volume of 70 percent of values were also evaluated. Kennedy Road meets the 70 percent volume warrant; however, Emerald Lane falls well short of vehicular volumes entering the intersection.
- The accident history is below the threshold warranting stop signs.
- This intersection does not appear to be a good candidate for a multi-way stop sign based on the above criteria.
- **Since Kennedy Road is considered the main road of the two, EEI has found that the existing two-way stop control is sufficient since Emerald Lane is subject to stop control.**

#### **Crash History Reports (provided by the City)**

- 2020-08-01 – Property Damage
- 2019-01-12 – Property Damage
- 2017-09-19 – Property Damage

**Traffic On-Road Tube Collector Locations**







## Engineering Enterprises

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

|              |   |
|--------------|---|
| DATE:        | MAY 2021                                  |
| PROJECT NO.: | YO2120                                    |
| BY:          | MJT                                       |
| PATH:        | H:\GIS\PUBLIC\YORKVILLE\2011\             |
| FILE:        | YO2120-Location of Stop Sign Analysis.mxd |

## LOCATION OF STOP SIGN ANALYSIS





**UNITED CITY OF YORKVILLE  
MULTI-WAY STOP  
PRELIMINARY ENGINEERING EVALUATION**

Location:

Kennedy Road and Emerald Lane

**Primary Criteria to Consider\***

| <u>Criteria Met</u>      |                           |                                     | <u>Criteria**</u>   |
|--------------------------|---------------------------|-------------------------------------|---|
| Yes                      | Additional Study Required | No                                  |   |
| <input type="checkbox"/> | <input type="checkbox"/>  | <input checked="" type="checkbox"/> | A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.   |
| <input type="checkbox"/> | <input type="checkbox"/>  | <input checked="" type="checkbox"/> | B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.  |
|                          |                           |                                     | C. Minimum Volumes:   |
| <input type="checkbox"/> | <input type="checkbox"/>  | <input checked="" type="checkbox"/> | 1. The vehicular volume entering the intersections from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and   |
| <input type="checkbox"/> | <input type="checkbox"/>  | <input checked="" type="checkbox"/> | 2. The combined vehicular, pedestrian, and bicycle volume entering the intersections from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but |
| <input type="checkbox"/> | <input type="checkbox"/>  | <input checked="" type="checkbox"/> | 3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.  |
| <input type="checkbox"/> | <input type="checkbox"/>  | <input checked="" type="checkbox"/> | D. Where no single criterion is satisfied, but where Criteria B, C.1 and C.2 are all satisfied to 80 percent of the minimum values, criterion C.3 is excluded from this condition.  |
| <input type="checkbox"/> | <input type="checkbox"/>  | <input checked="" type="checkbox"/> | E. The need to control left-turn conflicts;   |
| <input type="checkbox"/> | <input type="checkbox"/>  | <input checked="" type="checkbox"/> | F. The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;   |
| <input type="checkbox"/> | <input type="checkbox"/>  | <input checked="" type="checkbox"/> | G. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop; and   |
| <input type="checkbox"/> | <input type="checkbox"/>  | <input checked="" type="checkbox"/> | H. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.  |

Based on a preliminary review of the criteria for a multi-way stop sign the following action is recommended:

- ☐ Criteria are clearly met recommending installation of a multi-way stop
- ☒ Criteria are not clearly met at this time - no further action recommended
- ☐ Criteria may or may not be met - additional engineering study required

By:



SR PROJECT ENGINEER II  
Title

Date:

5-21-21

By:

CHIEF OPERATING OFFICER / PRESIDENT  
Title

Date:

\* Based upon Professional Engineer's Review  
\*\* Manual on Uniform Traffic Control Devices (MUTCD)



*Engineering Enterprises, Inc.*

KENNEDY ROAD AND EMERALD LANE



EMERALD LANE FACING SOUTH



EMERALD LANE FACING NORTH





*Engineering Enterprises, Inc.*

KENNEDY ROAD AND EMERALD LANE



KENNEDY ROAD FACING EAST



To: Bart Olson  
City Administrator

From: Ryan Sikes, P.E., PTOE

Date: June 2, 2021

**Re: Speed Study at Kennedy Road and Emerald Lane**

EEI Job #: YO2120-C

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EEI previously analyzed traffic speed data provided by the City of Yorkville (City) from 2020 to investigate the safety of the existing posted speed limit along Kennedy Road between Christy Lane and Autumn Creek Boulevard. A local resident expressed concern that motorists are observed passing slower moving vehicles within the Kennedy Road segment located between Christy Lane and Autumn Creek Boulevard. The resident also noted concerns regarding motorists traveling at higher speeds may potentially lose control of their vehicle and adversely impact the public utilizing the adjacent shared use path.

Our findings from the report dated November 25, 2020 are summarized below:

*Based on the southbound speed data collected in 2020, the average 85<sup>th</sup> percentile speed is **48 mph**. The range of 85<sup>th</sup> percentile speeds during this time was 47 mph – 50 mph.*

*Based on the northbound speed data collected in 2020, the average 85<sup>th</sup> percentile speed is **48 mph**. The range of 85<sup>th</sup> percentile speeds during this time was 46 mph – 50 mph.*

*Upon review of the data collected, it is our recommendation that the speed limit remain as posted and not be reduced. The 85<sup>th</sup> percentile speed is used to set a safe speed to minimize crashes and to promote uniform traffic flow.*

Recently, a few more citizens have raised concerns regarding pedestrians trying to cross in the walkways across Kennedy Road, and vehicles are not stopping. EEI analyzed the traffic speed data collected to investigate the safety of the existing posted speed limit at the intersection of Kennedy Road and Emerald Lane.

The existing lane configuration along Kennedy Road at Emerald Lane consists of one (1) 12-foot travel lane in either direction with dedicated left-turn lanes in the eastbound and westbound directions at the intersection. There is an 8-foot HMA shared used path along the south side of the roadway varying from 5 to 24 feet from the back of the existing curb.



Kennedy Road is functionally classified by the Illinois Department of Transportation (IDOT) as a Minor Arterial with an existing (2019) average daily traffic (ADT) volume of 4,500 vehicles per day. **The posted speed along Kennedy Road is 45 mph.**

EEI collected seven-day speed data from Thursday, May 13, 2021 to Wednesday, May 19, 2021 via bi-directional traffic collector radar detection along Kennedy Road east and west of Emerald Lane.

To analyze the data, an 85<sup>th</sup> percentile speed must be calculated. This is the speed that 85 percent of the vehicles are travelling below during free-flow conditions. This is considered to be the safe speed for the roadway and is used in setting or adjusting speed limits.

Based on the eastbound speed data collected in 2021, the average 85<sup>th</sup> percentile speed is **47 mph**. The range of 85<sup>th</sup> percentile speeds during this time was 42 mph – 51 mph.

Based on the northbound speed data collected in 2020, the average 85<sup>th</sup> percentile speed is **48 mph**. The range of 85<sup>th</sup> percentile speeds during this time was 37 mph – 60 mph.

Upon review of the data collected, it is our recommendation that the speed limit remain as posted and not be reduced. The 85<sup>th</sup> percentile speed is used to set a safe speed to minimize crashes and to promote uniform traffic flow.

pc: Eric Dhuse, Director of Public Works  
Jim Jensen, Chief of Police  
BPS - EEI



| 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

Old Business #1

Tracking Number

PW 2021-33

### Agenda Item Summary Memo

**Title:** Sidewalk Locations

**Meeting and Date:** Public Works Committee – June 15, 2021

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

### Council Action Previously Taken:

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

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

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

**Council Action Requested:** \_\_\_\_\_  
\_\_\_\_\_

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

### Agenda Item Notes:

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# Memorandum

To: Public Works Committee  
From: Eric Dhuse, Director of Public Works  
CC: Bart Olson, Administrator  
Date: June 3, 2021  
Subject: cost estimates for alternate sidewalk materials on Prairie Grass

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1. Estimated direct cost for PW to install a 6' wide by 6" thick(average) ag lime "sidewalk"

375 LF of walk x 6' wide x 6" thick = 1125 cf / 27 = 41.66 cubic yards  
41.66 cy x 1.86 tons per cy = 77.5 tons. Round up to 80 tons to give a small cushion.  
80 tons x \$4.25 ton = **\$340.00 of direct cost to the city if PW installs the path.**

2. Estimated cost for a contractor to install a 6' wide by 6" thick(average) ag lime "sidewalk".

I estimate this to be an 8 hour job. To accomplish this in one day, you would need the following equipment and labor

|                                  |               |
|----------------------------------|---------------|
| 1 - Skidsteer @ \$125/hr =       | \$1000        |
| 1 - Roller @ \$125/hr =          | \$1000        |
| 1 - dump truck @ \$150/hr =      | \$1200        |
| 1 - laborer @ \$100/hr =         | \$800         |
| 80 - ton of ag lime \$4.25/ton = | <u>\$340</u>  |
| <b>Total</b>                     | <b>\$4340</b> |

3. Estimated direct cost for PW to install 375' long, 8' wide x 2.5" thick asphalt path.  
4" base - 375' x 8' x 4" = 999 cy / 27 = 37cy x 1.86 ton/cy ~ 70 tons @ \$10.00/ton = \$700  
2.5" asphalt surface - 375' x 8' = 3000sf / 9 = 333.33sy x 2.5" x 120 lb/sy/in = 100,000 lbs / 2000 = 50 tons. 50 tons x \$65/ton = \$3250 + \$700 for stone = \$3950.  
**\$3950 would be the estimated price for PW to install an 8' wide asphalt path. This does not include any labor or equipment costs.**

4. Estimated cost for a contractor to install 375' long, 8' wide, 2.5" thick asphalt path.

|                                  |               |
|----------------------------------|---------------|
| 1 - skidsteer 8 hours @ \$125/hr | \$1000        |
| 1 - Roller 8 hrs @ \$125/hr      | \$1000        |
| 1 - Paver 4 hrs @ \$250/hr       | \$1000        |
| 1 - Dump Truck 8 hrs @ \$150/hr  | \$1200        |
| 70 tons of stone @ \$10/ton      | \$700         |
| 50 tons of asphalt @ \$65/ton    | <u>\$3250</u> |
| <b>Total</b>                     | <b>\$8150</b> |