



United City of Yorkville

800 Game Farm Road

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

AGENDA PUBLIC WORKS COMMITTEE MEETING

Tuesday, March 15, 2022

6:00 p.m.

City Hall Conference Room

800 Game Farm Road, Yorkville, IL

Citizen Comments:

Minutes for Correction/Approval: February 15, 2022

New Business:

1. PW 2022-18 Snow Operations Report
2. PW 2022-19 Water Department Reports October 2021 – February 2022
3. PW 2022-20 2022 Road to Better Roads Program – Bid Award
4. PW 2022-21 2022 Road to Better Roads - Construction Engineering Agreement
5. PW 2022-22 E. Main Street Water Main Improvements – Bid Award
6. PW 2022-23 E. Main Street Water Main Improvements - Construction Engineering Agreement
7. PW 2022-24 Kennedy Road and Mill Road Intersection Improvements - Bid Award
8. PW 2022-25 Kennedy Road and Mill Road Intersection Improvements - Construction Engineering Agreement
9. PW 2022-26 Fox Hill Roadway Improvements – Pavement Condition Update
10. PW 2022-27 Bucket Truck Price Increase
11. PW 2022-28 Fiscal Year 2023 Budget Proposal
12. PW 2022-29 Resolution Authorizing a Contract for Street Light Heads, Arms, and Poles with Amperage Electrical Supply, Roselle, Illinois in the Amount not to Exceed \$80,534.00
13. PW 2022-30 Resolution in Support of the “Wyland Mayor’s Challenge for Water Conservation”

Old Business:

Additional Business:

2019/2020/2021 City Council Goals – Public Works Committee		
Goal	Priority	Staff
“Municipal Building Needs & Planning”	2	Bart Olson, Rob Fredrickson, Eric Dhuse, James Jensen, Tim Evans & Erin Willrett
“Road to Better Roads Funding”	3	Bart Olson, Rob Fredrickson & Eric Dhuse
“Water Planning”	6	Eric Dhuse & Brad Sanderson
“School Safety (Exterior & Traffic)”	8 (tie)	Eric Dhuse & James Jensen
“Quiet Zones”	14 (tie)	Eric Dhuse, Erin Willrett & Brad Sanderson
“Route 47 Crossings”	19	Eric Dhuse & Brad Sanderson

UNITED CITY OF YORKVILLE
WORKSHEET
PUBLIC WORKS COMMITTEE
Tuesday, March 15, 2022
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. February 15, 2022

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

NEW BUSINESS:

1. PW 2022-18 Snow Operations Report

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

2. PW 2022-19 Water Department Reports October 2021 – February 2022

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

3. PW 2022-20 2022 Road to Better Roads Program – Bid Award

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

4. PW 2022-21 2022 Road to Better Roads - Construction Engineering Agreement

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

5. PW 2022-22 E. Main Street Water Main Improvements – Bid Award

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

6. PW 2022-23 E. Main Street Water Main Improvements - Construction Engineering Agreement

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

7. PW 2022-24 Kennedy Road and Mill Road Intersection Improvements - Bid Award

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

8. PW 2022-25 Kennedy Road and Mill Road Intersection Improvements - Construction Engineering Agreement

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

9. PW 2022-26 Fox Hill Roadway Improvements – Pavement Condition Update

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

10. PW 2022-27 Bucket Truck Price Increase

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

11. PW 2022-28 Fiscal Year 2023 Budget Proposal

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

12. PW 2022-29 Resolution Authorizing a Contract for Street Light Heads, Arms, and Poles with Amperage Electrical Supply, Roselle, Illinois in the Amount not to Exceed \$80,534.00

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

13. PW 2022-30 Resolution in Support of the “Wyland Mayor’s Challenge for Water Conservation”

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

ADDITIONAL BUSINESS:



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

Agenda Item Number

Minutes

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Public Works Committee – February 15, 2022

Meeting and Date: Public Works Committee – March 15, 2022

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:

**UNITED CITY OF YORKVILLE
PUBLIC WORKS COMMITTEE
Tuesday, February 15, 2022, 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 ongoing 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

Absent: Alderman Seaver Tarulis

Other City Officials

City Administrator Bart Olson, in-person
Assistant City Administrator Erin Willrett, remote
Engineer Brad Sanderson, EEI, in-person
Public Works Director Eric Dhuse, in-person
Community Development Director Krysti Barksdale-Noble, remote
EEI, Nadia Schweisthal, in-person

Other Guests: None

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

Citizen Comments: None

Previous Meeting Minutes: January 18, 2022

The minutes were approved as presented.

New Business:

1. PW 2022-06 Snow Operations Report

Mr. Dhuse said the season has been normal so far. Public Works will soon be picking up 2 trucks in Indiana that are ready to spread salt. Currently the city has 750 ton of salt and an extra 1,000 ton at the county.

2. PW 2022-07 Kane Kendall Council of Mayors – Call for Projects

Mr. Sanderson said there is a call for projects from the Kane Kendall Council of Mayors. The project request comes from CMAP to the Mayors every 2 years and is federally funded. In 2020 Bristol Ridge Rd. was re-surfaced with some of these funds. There are 3 types of projects eligible: major reconstruction, rehab and preservation. Mr. Sanderson said Bristol Ridge Rd. would be a preservation project and it is the one being recommended. He said it is the committee's choice if they want to do another application and East Van Emmon is also being recommended. He said about \$400,000 in federal funds would be available for Van Emmon. These are considered FAU routes (more heavily traveled) and only federal funds can be used. Krysti Barksdale-

Noble has applied for a grant for Van Emmon as well. Looking ahead, Engineer Sanderson said Cannonball Trail, Kennedy Rd. and W. River St. would be recommended in 2 years. Applications are due at the end of March and a project will be selected later this year. The committee was OK with these recommendations and this will move to the Council on the regular agenda.

3. PW 2022-08 EEI Rate Increase Request

Mr. Olson said this the annual inflationary rate increase request. This applies to special projects with engineering agreements and the base agreement which is capped at \$240,000. With the increase, it would decrease the number of hours allocated for the base agreement. He sees no issue with the 5% increase and recommended approval. Alderman Koch asked if the city ever goes out for an RFP for engineering service quotes. The standard for RFP's in the state code is usually for amounts over \$25,000 or \$40,000 unless the Council approves with a super majority or has a previous relationship with a firm. This moves to the regular Council agenda.

4. PW 2022-09 North Central Elevated Water Storage Tank Rehabilitation – Bid Award

Bids were let on February 4th for the rehabilitation/coating of the tank off Tower Lane. Containment will be utilized to minimize overspray to nearby homes. Three bids were received and Mr. Sanderson recommended the bid be awarded to Jetco at \$630,750 which was below estimate. The committee was OK with this and it will move to the consent agenda.

5. PW 2022-10 North Central Elevated Water Storage Tank Rehabilitation – Construction Engineering Agreement

This agreement covers the project described in item #4. It is budgeted and estimated at \$50,000. Mr. Olson recommended approval and it moves to the consent agenda.

6. PW 2022-11 Mill Road Reconstruction – Change Order No. 1

Ms. Schweisthal said Nicor completed their relocation work on November 10 and staff decided to delay the project to May due to weather. The committee was OK with this and the item moves to the consent agenda.

7. PW 2022-12 Raintree Village – Unit 5 Lot 362 – Plat of Easement Modification

Mr. Sanderson said Lennar requested to modify a drainage easement due to an existing berm in a Lennar-owned lot. In order to blend in the grading with adjacent lots, additional area was needed. Staff supports the grading plans submitted. Alderman Koch asked if Lennar must disclose the easement is different when they sell it and it was stated they will be required to furnish a plat of survey. This moves to the regular Public Works agenda.

8. PW 2022-13 Timber Ridge Estates (former Kendallwood) – Proposed Dormant Special Service Area (SSA)

Mr. Olson explained that when an HOA fails, the SSA is a mechanism to take its place. Ms. Noble further explained the backup SSA allows the city to perform whatever maintenance is necessary. In this agreement, there are 8 lots designated for stormwater management. Lot 91 is the temporary access easement which staff is recommending be removed from this ordinance. This development is unique because there is fencing and a retaining wall. The Engineer estimated the cost of maintaining the stormwater facilities at about \$33,000 per year, which includes maintenance of the basins and removal/replacement of both the fence and retaining wall.

The 83 residential lots have an EAV of \$450,000. The SSA tax total is \$1,650 annually. The tax listed in the memo is the standard maximum SSA tax, but Mr. Olson does not anticipate having to use it. The developer has some questions, so it is not certain if this matter will be on next week's agenda. Alderman Koch asked how long it takes to activate the HOA and Mr. Olson said it should be formed when the first house is sold. He said the HOA can theoretically be controlled by the developer until total buildout occurs. Mr. Koch said he had 2 experiences in his Ward where the HOA was controlled by the developer for an extended time. This moves to the next regular Council agenda.

9. PW 2022-14 Grande Reserve – Unit 9 Street Name Change

Ms. Schweisthal reported on the next 3 items. She said the Kendall County GIS wanted to rename Seeley Street, (a cul-de-sac north of Allegiance), to Seeley Court. The developer was OK with this and this item moves to the Council consent agenda upon recommendation of the committee.

10. PW 2022-15 Grande Reserve – Unit 13 Acceptance

This is related to the punchlist in Unit 13 where there are 2 lots that need sidewalk, which is anticipated to be finished before the 1 year bond expiration. There is a letter of credit reduction in the amount of \$123,062. This will move to the consent agenda.

11. PW 2022-16 Grande Reserve – Unit 14 Acceptance

Ms. Schweisthal said the punchlist work has been completed. There are 3 lots that need sidewalk which is anticipated to be finished prior to the letter of credit expiring. The reduction is \$176,242 with a 10% performance guarantee. This also moves to the consent agenda.

12. PW 2022-17 Fox Road Intergovernmental Agreement with Kendall County

Mr. Olson said Kendall County needs approval of this agreement within 2 days to be able to bid out by April 1. He explained Fox Road is city controlled to the west edge of Rivers Edge and then under Kendall County's jurisdiction. Under county funding rules, the county would like to assume ownership over the road from the municipal boundary to Rt. 47. They have the funds and grant opportunities for improvements and they are also asking the city to contribute towards the resurfacing. The downside is that the city would lose some control of the road. He said Mayor Purcell wishes to talk with county officials to determine the costs and details. The city is estimating the cost is \$600,000 for resurfacing which includes a piece of missing sidewalk. The county would then send a bill to the city. Mr. Dhuse said the county has also done this in Plano. Alderman Koch asked about a portion of a sidewalk that will not be addressed in this project. Mr. Olson said the city has had jurisdictional transfers like this before and the same will occur with Van Emmon.

Old Business: None

Additional Business:

In response to Alderman Koch's inquiry if progress had been made on the out-of-service light at Tuma Rd., there has been no further movement. He also noted that the southbound lane of Rt. 47 by Landmark Car Wash is cracking. Mr. Dhuse said there is a large storm sewer there and he will inform IDOT.

Mr. Olson reported on Bright Farms and said he and other city staff had attended a meeting with YBSD. YBSD is in favor of the proposal and the city will forward it to the next YBSD meeting scheduled for March 14. He does not know if there will be a full development agreement by the next Council meeting, but he will have preliminary information.

There was no further business and the meeting adjourned at 6:38pm.

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



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

Agenda Item Number

New Business #1

Tracking Number

PW 2022-18

Agenda Item Summary Memo

Title: Snow Operations Report

Meeting and Date: Public Works Committee – March 15, 2022

Synopsis: Monthly snow operations report

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational item

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
 From: Eric Dhuse, Director of Public Works
 CC: Bart Olson, City Administrator
 Date: March 4, 2022
 Subject: Snow operations report

Summary

Monthly snow operation report.

Background

Since the last report, we have had 2 events where PW and Parks have had to perform winter snow removal operations. Again, this continues to be a very average winter, we see snow every 7-10 days with periods of decent weather in between. Hopefully this trend continues right through the end of the season.

We received our trucks back from the fabricator just in time to work on the 2/17 snow, but only one was able to be added to the fleet. We had to get a new air tank for one of the units before we could use it safely. This unit went back in service for the 2/24-2/25 event.

From this point on, we may only be looking at 1-2 more snow events, none of which should stick for very long. We are seeing the frost start to come out of the ground and cause everything to heave and be unsettled until our temperatures stabilize above freezing.

Below is the table for the different storm events from the past month.

Snow Operations Salt and Brine Data									
Snow Event Date		2/17, 2/24, 2/25					Set to		
Date of Recording		3/2/2022					Salt	Varies	
G-Temp							Brine	Varies	
Recorder	ED								
	Total Miles	Average	Salt	Lbs of	Lbs of	Brine	Gallons of	Gal Brine/	Tons of
RT-Truck ID	Driven	MPH	Miles	Salt Used	Salt/Mi.	Miles	Brine Used	Ton Salt	Salt Used
R1-#9	477.9	11.2	132.90	82620	621.80	99	477	14.60	41.31
R2-#27	463	13.0	149.20	89005	596.50	0	0	0.00	44.50
R3-#10	133	14.5	64.50	35729	553.90	0	0	0.00	17.86
R4-#13	339.9	9.6	160.80	97223	604.90	0	0	0.00	48.61
R5-#23	385.5	17.2	150.00	81933	546.20	81	325	13.30	40.97
R6-#18	309.4	10.7	129.30	81741	624.70	93	462	14.80	40.87
R7-#28	121.8	5.1	56.30	30170	535.80	56	270	17.90	15.09
R8-#22	386.4	5.9	98.20	62921	640.70	0	0	0.00	31.46
R9-#11	458.2	8.0	123.80	77343	624.70	62	459	19.90	38.67
R7-#3	260		130	78000	600				39
R7-#14	260		130	78000	600				39
R6-#6	260		130	78000	600				39
R3-#19	240		120	72000	600				36
Total	4095.1	10	1065.0	944685	596.09	391	1993	16.10	472.34
Out of Service									
Estimated. Small trucks not equipped with recording hardware.									

Recommendation

This is an informational item.



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

Agenda Item Number

New Business #2

Tracking Number

PW 2022-19

Agenda Item Summary Memo

Title: Water Department Reports for October 2021 – February 2022

Meeting and Date: Public Works Committee – March 15, 2022

Synopsis: Monthly water reports as required by IEPA

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



United City of Yorkville

WATER DEPARTMENT REPORT

October
2021
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1386	664	392	8,747,000
7	1527	1125	370	9,816,600
8	1384	840	553	21,427,000
9	1368	861	527	13,806,000
TOTAL PUMPED				53,796,600

CURRENT MONTH'S PUMPAGE IS 13,725,600 GALLONS **LESS THAN LAST MONTH**

7,373,800 GALLONS **LESS THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,735,374 GALLONS

DAILY MAXIMUM PUMPED: 2,277,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 80.71 GALLONS

WATER TREATMENT:

CHLORINE: 1401 LBS. FED CALCULATED CONCENTRATION: 3.28 MG/L
FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: 0.73 MG/L
POLYPHOSPHATE: 1205 LBS. FED CALCULATED CONCENTRATION: 0.99 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
25 SATISFACTORY _____ UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN CONCENTRATION: 0.73 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 26 NUMBER OF LEAKS OR BREAKS REPAIRED: _____
MXU'S: 9 BATTERIES REPLACED: _____

NEW CUSTOMERS:

RESIDENTIAL: 17 COMMERCIAL: 0 INDUSTRIAL/GOVERNMENTAL: _____

COMMENTS:



United City of Yorkville

WATER DEPARTMENT REPORT

November
2021
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1386	664	389	12,670,000
7	1527	1125	358	8,465,000
8	1384	840	545	19,554,000
9	1368	861	522	6,540,000
TOTAL PUMPED				47,229,000

CURRENT MONTH'S PUMPAGE IS 6,567,600 GALLONS **LESS THAN LAST MONTH**

13,941,400 GALLONS **LESS THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,574,300 GALLONS

DAILY MAXIMUM PUMPED: 2,405,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 72.81 GALLONS

WATER TREATMENT:

CHLORINE: 1279 LBS. FED CALCULATED CONCENTRATION: 3.42 MG/L
FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: 0.71 MG/L
POLYPHOSPHATE: 1089 LBS. FED CALCULATED CONCENTRATION: 1.02 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
25 SATISFACTORY _____ UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN CONCENTRATION: 0.73 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 21 NUMBER OF LEAKS OR BREAKS REPAIRED: _____

MXU'S: _____

BATTERIES REPLACED: _____

NEW CUSTOMERS:

RESIDENTIAL: 38 COMMERCIAL: 0 INDUSTRIAL/GOVERNMENTAL: _____



United City of Yorkville

WATER DEPARTMENT REPORT

December
2021
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1386	664	386	12,378,000
7	1527	1125	411	8,647,000
8	1384	840	552	15,587,000
9	1368	861	517	13,300,000
TOTAL PUMPED				49,912,000

CURRENT MONTH'S PUMPAGE IS 2,683,100 GALLONS **MORE THAN LAST MONTH**

462,700 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,610,068 GALLONS

DAILY MAXIMUM PUMPED: 2,162,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 74.11 GALLONS

WATER TREATMENT:

CHLORINE: 1304 LBS. FED CALCULATED CONCENTRATION: 3.32 MG/L
FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: 0.71 MG/L
POLYPHOSPHATE: 1190 LBS. FED CALCULATED CONCENTRATION: 1.06 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
25 SATISFACTORY _____ UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN CONCENTRATION: 0.71 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 15 (2COM) NUMBER OF LEAKS OR BREAKS REPAIRED: _____

MXU'S: 2 BATTERIES REPLACED: _____

NEW CUSTOMERS:

RESIDENTIAL: 34 COMMERCIAL: 0 INDUSTRIAL/GOVERNMENTAL: _____

COMMENTS:



United City of Yorkville

WATER DEPARTMENT REPORT

January
2022
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1386	664	382	12,927,000
7	1527	1125	347	8,740,000
8	1384	840	546	16,638,000
9	1368	861	512	12,627,000
TOTAL PUMPED				50,932,000

CURRENT MONTH'S PUMPAGE IS 1,019,900 GALLONS **MORE THAN LAST MONTH**

842,800 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,642,968 GALLONS

DAILY MAXIMUM PUMPED: 2,263,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 75.93 GALLONS

WATER TREATMENT:

CHLORINE: 1332 LBS. FED CALCULATED CONCENTRATION: 3.31 MG/L
FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: 0.69 MG/L
POLYPHOSPHATE: 1099 LBS. FED CALCULATED CONCENTRATION: 0.96 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
25 SATISFACTORY _____ UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN CONCENTRATION: 0.69 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 20 NUMBER OF LEAKS OR BREAKS REPAIRED: 1

MXU'S: _____ BATTERIES REPLACED: _____

NEW CUSTOMERS:

RESIDENTIAL: 36 COMMERCIAL: 0 INDUSTRIAL/GOVERNMENTAL: _____

COMMENTS:



United City of Yorkville

WATER DEPARTMENT REPORT

February
2022
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1386	664	384	13,094,000
7	1527	1125	355	7,722,400
8	1384	840	540	14,623,000
9	1368	861	505	10,789,000
TOTAL PUMPED				46,288,400

CURRENT MONTH'S PUMPAGE IS 4,703,600 GALLONS **LESS THAN LAST MONTH**

2,022,600 GALLONS **LESS THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,651,014 GALLONS

DAILY MAXIMUM PUMPED: 2,418,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 76.15 GALLONS

WATER TREATMENT:

CHLORINE: 1138 LBS. FED CALCULATED CONCENTRATION: 3.12 MG/L
FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: 0.73 MG/L
POLYPHOSPHATE: 1066 LBS. FED CALCULATED CONCENTRATION: 1.02 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:
25 SATISFACTORY UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN CONCENTRATION: 0.69 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 14 NUMBER OF LEAKS OR BREAKS REPAIRED: 5

MXU'S: 2 BATTERIES REPLACED:

NEW CUSTOMERS:

RESIDENTIAL: 21 COMMERCIAL: 0 INDUSTRIAL/GOVERNMENTAL:

COMMENTS:



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

Agenda Item Number

New Business #3

Tracking Number

PW 2022-20

Agenda Item Summary Memo

Title: 2022 Road to Better Roads Program – Bid Award

Meeting and Date: Public Works Committee – March 15, 2022

Synopsis: 2022 Roads to Better Roads – Recommendation to Award

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Contract Award

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
Rob Fredrickson, Finance Director
CC: Eric Dhuse, Director of Public Works
Jori Behland, City Clerk
Shanel Gayle, Purchasing Manager

Date: March 8, 2022
Subject: 2022 Road Program

Bids were received, opened, and tabulated for work to be done on the 2022 Road Program at 10:00 a.m., March 8, 2022. Representatives of contractors bidding the project, the City and our firm were in attendance. A tabulation of the bids and the engineer's estimate is attached for your information and record.

We recommend the acceptance of the Bid and approval of award be made to the low bidder, Geneva Construction Co. P.O. Box 998 Aurora, IL 60507 in the total amount of **\$1,409,944.25**.

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

FY 23 Budget Impact

The upcoming FY 23 Road to Better Roads Program is budgeted at \$1.576M – which includes the 2022 Road Program, the pavement striping, and preservation programs and roadwork costs associated with the East Main Street Project (presented as a separate agenda item). Due to recent geopolitical events, oil prices have sharply increased, which has resulted in the cost of asphalt increasing by 18%, from \$63.70/ton to \$75/ton. As a result, bids for these projects came in over proposed budget amounts at \$1,700,394, comprised as follows:

- \$1,409,944 – 2022 Road Program construction (includes striping and pavement preservation)
- \$99,000 – 2022 Road Program construction engineering
- \$174,648 – East Main Street roadwork construction
- \$16,802 – East Main Street construction engineering

There are two options as to how to fund this overage amount of \$124,294, as shown below:

1. The Roads to Better Roads line item in the FY 23 budget contains a contingency amount of \$150,000 which could be utilized to offset the overage, or
2. Council could approve the contract as is, and then reduce the scope of the 2022 Roads Program and/or East Main roadwork by ~\$125,000 via change order.

For your review and consideration.

**BID SUMMARY
2022 YORKVILLE ROAD PROGRAM
UNITED CITY OF YORKVILLE**

BID TABULATION BIDS RECEIVED 10:00 A.M. 03/08/2022	ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	GENEVA CONSTRUCTION CO. P.O. BOX 998 AURORA,IL	BUILDERS PAVING LLC 4401 Roosevelt Road Hillside, IL 60162
TOTAL BID	\$1,390,000.00	\$1,409,944.25	\$1,422,888.00
BID BOND		X	X
SIGNED BID		X	X
ADDENDUM NO. 1		X	X
BID TABULATION BIDS RECEIVED 10:00 A.M. 03/08/2022	D. CONSTRUCTION, INC. 1488 S. Broadway St. Coal City, IL 60416		
TOTAL BID	\$1,477,707.19		
BID BOND	X		
SIGNED BID	X		
ADDENDUM NO. 1	X		



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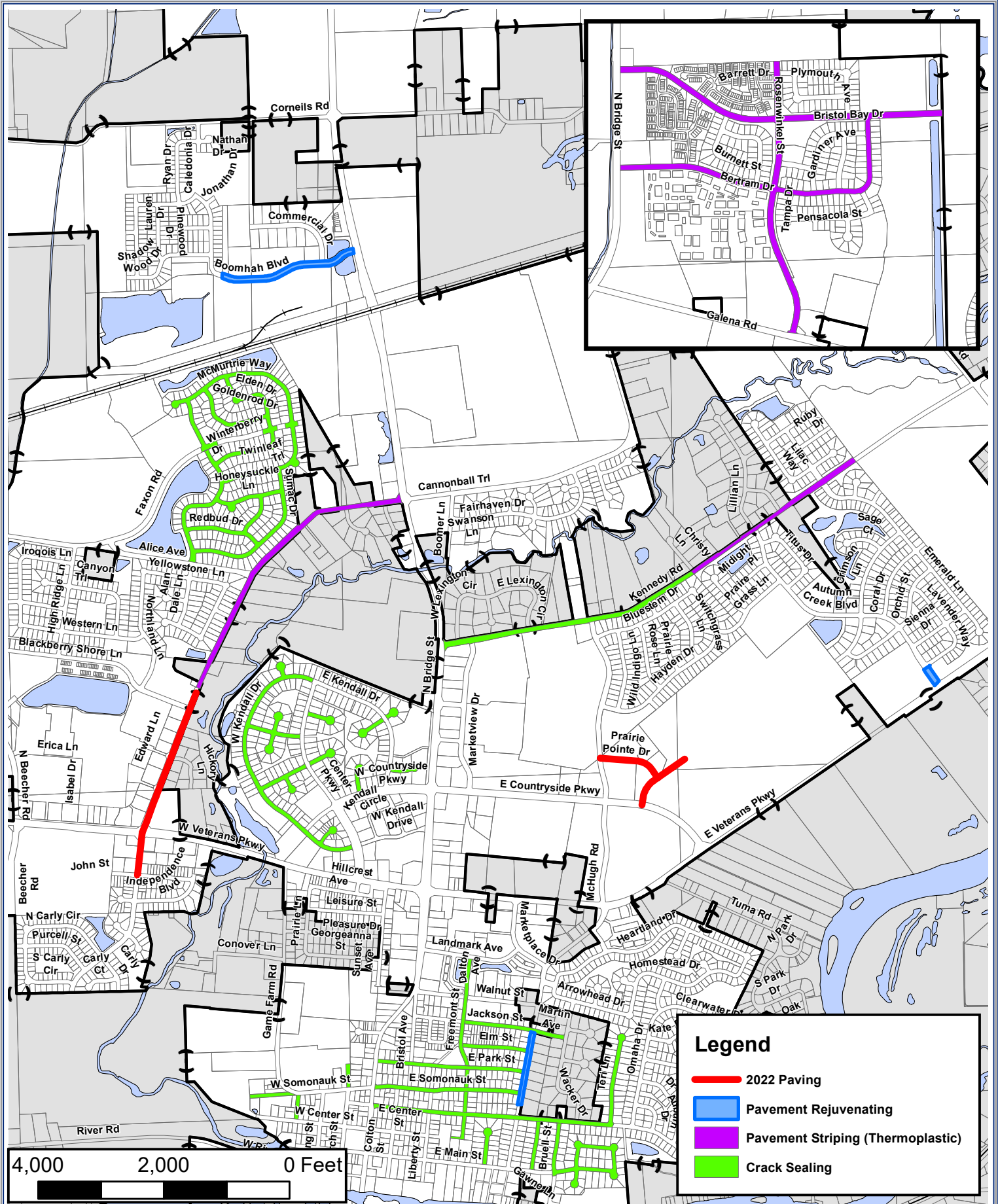
BID TABULATION 2022 YORKVILLE ROAD PROGRAM UNITED CITY OF YORKVILLE											
		BID TABULATION BIDS RECD 3/4/2022		GENEVA CONSTRUCTION CO. P.O. BOX 998 AURORA,IL 60507		BUILDERS PAVING LLC 4401 Roosevelt Road Hillside, IL 60162		D. CONSTRUCTION, INC. 1488 S. Broadway St. Coal City, IL 60416		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SUPPLEMENTAL WATERING	UNIT	16.0	\$ 1.00	\$ 16.00	\$ 0.01	\$ 0.16	\$ 1.10	\$ 17.60	\$ 100.00	\$ 1,600.00
2	BITUMINOUS MATERIALS (TACK COAT)	POUND	42743.0	\$ 0.01	\$ 427.43	\$ 0.01	\$ 427.43	\$ 0.01	\$ 427.43	\$ 0.10	\$ 4,274.30
3	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	480.0	\$ 10.00	\$ 4,800.00	\$ 15.00	\$ 7,200.00	\$ 15.00	\$ 7,200.00	\$ 15.00	\$ 7,200.00
4	HOT-MIX ASPHALT BINDER COURSE, IL- 9.5, N50	TON	5318.0	\$ 75.00	\$ 398,850.00	\$ 76.50	\$ 406,827.00	\$ 79.00	\$ 420,122.00	\$ 71.00	\$ 377,578.00
5	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	5318.0	\$ 75.00	\$ 398,850.00	\$ 76.50	\$ 406,827.00	\$ 79.00	\$ 420,122.00	\$ 71.00	\$ 377,578.00
6	SIDEWALK REMOVAL	SQ FT	8110.0	\$ 1.30	\$ 10,543.00	\$ 2.00	\$ 16,220.00	\$ 1.65	\$ 13,381.50	\$ 1.50	\$ 12,165.00
7	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	8465.0	\$ 7.20	\$ 60,948.00	\$ 6.75	\$ 57,138.75	\$ 7.10	\$ 60,101.50	\$ 7.25	\$ 61,371.25
8	DETECTABLE WARNINGS	SQ FT	490.0	\$ 30.00	\$ 14,700.00	\$ 34.00	\$ 16,660.00	\$ 35.20	\$ 17,248.00	\$ 30.00	\$ 14,700.00
9	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	2275.0	\$ 38.00	\$ 86,450.00	\$ 38.50	\$ 87,587.50	\$ 39.60	\$ 90,090.00	\$ 33.00	\$ 75,075.00
10	HOT-MIX ASPHALT SURFACE REMOVAL, 3"	SQ YD	2200.0	\$ 2.75	\$ 6,050.00	\$ 2.50	\$ 5,500.00	\$ 2.20	\$ 4,840.00	\$ 3.00	\$ 6,600.00
11	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	61020.0	\$ 2.35	\$ 143,397.00	\$ 2.30	\$ 140,346.00	\$ 1.95	\$ 118,989.00	\$ 2.50	\$ 152,550.00
12	CLASS D PATCHES, TYPE III, 3 INCH	SQ YD	371.0	\$ 30.50	\$ 11,315.50	\$ 30.00	\$ 11,130.00	\$ 33.00	\$ 12,243.00	\$ 32.00	\$ 11,872.00
13	CLASS D PATCHES, TYPE IV, 3 INCH	SQ YD	664.0	\$ 26.60	\$ 17,662.40	\$ 25.00	\$ 16,600.00	\$ 33.00	\$ 21,912.00	\$ 30.00	\$ 19,920.00
14	CRACK ROUTING (PAVEMENT)	FOOT	60000.0	\$ 0.02	\$ 1,200.00	\$ 0.01	\$ 600.00	\$ 0.02	\$ 1,200.00	\$ 0.01	\$ 600.00
15	CRACK FILLING	POUND	20000.0	\$ 1.32	\$ 26,400.00	\$ 1.35	\$ 27,000.00	\$ 1.45	\$ 29,000.00	\$ 1.35	\$ 27,000.00
16	ROUTING AND SEALING CRACKS	FOOT	31684.0	\$ 0.48	\$ 15,208.32	\$ 0.40	\$ 12,673.60	\$ 0.44	\$ 13,940.96	\$ 0.50	\$ 15,842.00
17	MANHOLES TO BE ADJUSTED	EACH	6.0	\$ 550.00	\$ 3,300.00	\$ 650.00	\$ 3,900.00	\$ 715.00	\$ 4,290.00	\$ 500.00	\$ 3,000.00
18	INLETS TO BE ADJUSTED	EACH	54.0	\$ 350.00	\$ 18,900.00	\$ 400.00	\$ 21,600.00	\$ 385.00	\$ 20,790.00	\$ 350.00	\$ 18,900.00
19	SANITARY MANHOLES TO BE ADJUSTED	EACH	4.0	\$ 1,350.00	\$ 5,400.00	\$ 650.00	\$ 2,600.00	\$ 715.00	\$ 2,860.00	\$ 750.00	\$ 3,000.00
20	SANITARY MANHOLE TO BE RECONSTRUCTED	EACH	1.0	\$ 2,050.00	\$ 2,050.00	\$ 1,500.00	\$ 1,500.00	\$ 1,650.00	\$ 1,650.00	\$ 1,800.00	\$ 1,800.00
21	VALVE BOXES TO BE ADJUSTED	EACH	1.0	\$ 270.00	\$ 270.00	\$ 450.00	\$ 450.00	\$ 330.00	\$ 330.00	\$ 250.00	\$ 250.00
22	B-BOX TO BE ADJUSTED	EACH	4.0	\$ 150.00	\$ 600.00	\$ 450.00	\$ 1,800.00	\$ 330.00	\$ 1,320.00	\$ 200.00	\$ 800.00



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BID TABULATION 2022 YORKVILLE ROAD PROGRAM UNITED CITY OF YORKVILLE											
		BID TABULATION BIDS RECD 3/4/2022		GENEVA CONSTRUCTION CO. P.O. BOX 998 AURORA,IL 60507		BUILDERS PAVING LLC 4401 Roosevelt Road Hillside, IL 60162		D. CONSTRUCTION, INC. 1488 S. Broadway St. Coal City, IL 60416		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
23	TYPE 1 FRAME AND GRATE, OPEN LID	EACH	1.0	\$ 400.00	\$ 400.00	\$ 450.00	\$ 450.00	\$ 451.00	\$ 451.00	\$ 375.00	\$ 375.00
24	TYPE 6 FRAME AND GRATE	EACH	22.0	\$ 900.00	\$ 19,800.00	\$ 420.00	\$ 9,240.00	\$ 451.00	\$ 9,922.00	\$ 375.00	\$ 8,250.00
25	TYPE 11 FRAME AND GRATE	EACH	1.0	\$ 520.00	\$ 520.00	\$ 450.00	\$ 450.00	\$ 451.00	\$ 451.00	\$ 375.00	\$ 375.00
26	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	1687.0	\$ 5.00	\$ 8,435.00	\$ 5.00	\$ 8,435.00	\$ 5.50	\$ 9,278.50	\$ 4.75	\$ 8,013.25
27	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	53832.0	\$ 0.60	\$ 32,299.20	\$ 0.60	\$ 32,299.20	\$ 0.66	\$ 35,529.12	\$ 0.70	\$ 37,682.40
28	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	11778.0	\$ 0.85	\$ 10,011.30	\$ 0.85	\$ 10,011.30	\$ 0.94	\$ 11,071.32	\$ 1.40	\$ 16,489.20
29	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	423.0	\$ 1.20	\$ 507.60	\$ 1.20	\$ 507.60	\$ 1.32	\$ 558.36	\$ 2.40	\$ 1,015.20
30	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	3031.0	\$ 2.00	\$ 6,062.00	\$ 2.00	\$ 6,062.00	\$ 2.20	\$ 6,668.20	\$ 3.00	\$ 9,093.00
31	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	794.0	\$ 4.50	\$ 3,573.00	\$ 4.50	\$ 3,573.00	\$ 4.95	\$ 3,930.30	\$ 4.75	\$ 3,771.50
32	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	EACH	110.0	\$ 10.00	\$ 1,100.00	\$ 13.10	\$ 1,441.00	\$ 8.00	\$ 880.00	\$ 25.00	\$ 2,750.00
33	SODDING, SPECIAL	SQ YD	1243.0	\$ 14.85	\$ 18,458.55	\$ 15.65	\$ 19,452.95	\$ 33.00	\$ 41,019.00	\$ 18.00	\$ 22,374.00
34	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	12.0	\$ 80.00	\$ 960.00	\$ 95.00	\$ 1,140.00	\$ 88.00	\$ 1,056.00	\$ 110.00	\$ 1,320.00
35	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	83.0	\$ 42.00	\$ 3,486.00	\$ 40.00	\$ 3,320.00	\$ 32.00	\$ 2,656.00	\$ 50.00	\$ 4,150.00
36	BIKE PATH REMOVAL	SQ FT	420.0	\$ 1.30	\$ 546.00	\$ 8.00	\$ 3,360.00	\$ 8.50	\$ 3,570.00	\$ 2.00	\$ 840.00
37	HMA BIKE PATH REMOVAL AND REPLACEMENT	SQ YD	79.0	\$ 31.00	\$ 2,449.00	\$ 40.00	\$ 3,160.00	\$ 32.00	\$ 2,528.00	\$ 50.00	\$ 3,950.00
38	DETECTOR LOOP REPLACEMENT	FOOT	175.0	\$ 20.49	\$ 3,585.75	\$ 20.49	\$ 3,585.75	\$ 55.00	\$ 9,625.00	\$ 30.00	\$ 5,250.00
39	TRAFFIC CONTROL AND PROTECTION	LSUM	1.0	\$ 10,500.00	\$ 10,500.00	\$ 11,899.56	\$ 11,899.56	\$ 10,000.00	\$ 10,000.00	\$ 12,492.30	\$ 12,492.30
40	EMULSIFIED MALTENE-BASED REJUVENATOR	SQ YD	59320.0	\$ 1.01	\$ 59,913.20	\$ 1.01	\$ 59,913.20	\$ 1.12	\$ 66,438.40	\$ 0.98	\$ 58,133.60
	TOTAL BID				1,409,944.25		1,422,888.00		1,477,707.19		1,390,000.00

% BELOW/ABOVE ENGINEER'S ESTIMATE 1.43% 2.37% 6.31%



Engineering Enterprises, Inc.

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



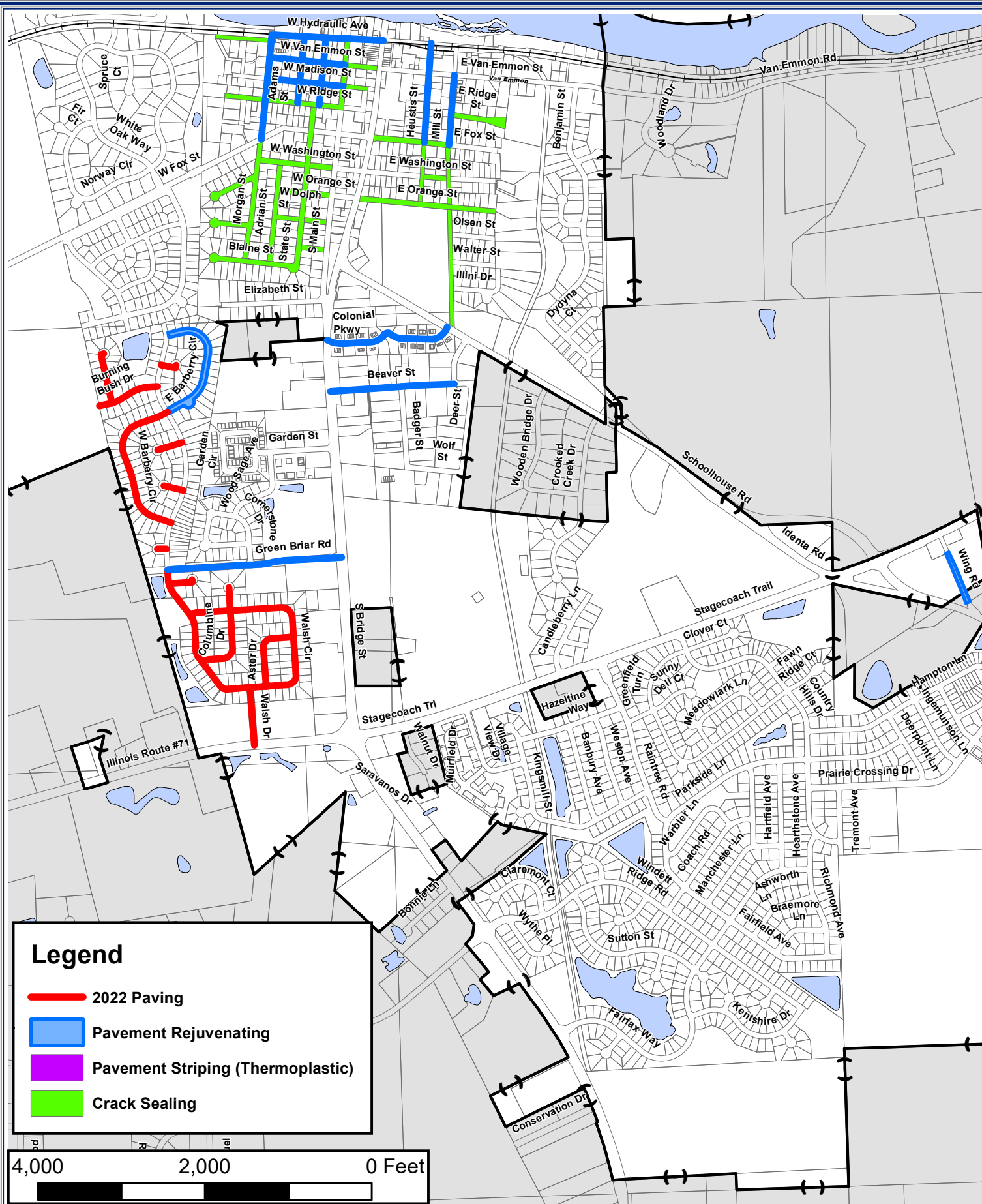
United City of Yorkville

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





DATE: JANUARY 2022
PROJECT NO.: YO2142
BY: MJT
PATH: HGIS\PUBLIC\YORKVILLE\2021
FILE: YO2142_Road Program North Exhibit.MXD

2022 ROAD PROGRAM LOCATION MAP NORTH





Legend

-  **2022 Paving**
 **Pavement Rejuvenating**
 **Pavement Striping (Thermoplastic)**
 **Crack Sealing**

4,000 2,000 0 Feet

**Engineering Enterprises, Inc.**

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

**United City of Yorkville**

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

DATE:	JANUARY 2022
PROJECT NO.:	YO2142
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2021\
FILE:	YO2142_Road Program South Exhibit.MXD

2022 ROAD PROGRAM LOCATION MAP SOUTH





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 #4

Tracking Number

PW 2022-21

Agenda Item Summary Memo

Title: 2022 Road to Better Roads Program – Construction Engineering Agreement

Meeting and Date: Public Works Committee – March 15, 2022

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: March 10, 2022
Subject: Road to Better Roads 2022, construction engineering

Summary

Approval of a construction engineering agreement with EEI for the 2022 Road to Better Roads program.

Background

This item was last discussed in October 2021 when the City Council approved a design engineering agreement for the 2022 Road to Better Roads program. Since then, the RBTR plan has been designed and bid out, and is up for discussion at the March PW meeting. Accordingly, EEI has prepared a construction engineering agreement for the City Council's consideration.

This contract is included in the FY 23 budget. The attached construction engineering agreement contains an estimated \$99,000 total value, which will be charged at hourly rates.

Recommendation

Staff recommends approval of a construction engineering agreement with EEI for the 2022 Road to Better Roads program.

**2022 Roads to Better Roads Program
United City of Yorkville
Professional Services Agreement - Construction Engineering**

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

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the included Attachment B. Construction Engineering for all roadways indicated on Attachment E will be provided. Engineering will be in accordance with all City and Illinois Department of Transportation requirements.

B. Term:

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

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for as a Hourly Rate in the amount of \$99,000. The hourly rates for this project are shown in the attached 2022 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

ENGINEER agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. ENGINEER agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This

confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, ENGINEER agrees to return all such materials to the City. The City agrees not to modify any original documents produced by ENGINEER without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

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

taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attachments. Except for those terms included on the attachments, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of attachments are as follows:

Attachment A:	Standard Terms and Conditions
Attachment B:	Scope of Services
Attachment C:	Estimated Level of Effort and Associated Cost

Attachment D: Anticipated Project Schedule
Attachment E: Location Map
Attachment F: 2022 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 _____, 2022.

United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

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

Jori Behland
City Clerk

Christopher J. Ott, P.E.
Project Manager

**2022 Roads to Better Roads Program – Construction Engineering
United City of Yorkville**

Attachment A – Standard Terms & Conditions

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

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

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

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

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

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

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

Opinion of Probable Construction Costs: ENGINEER’S opinion of probable construction costs represents ENGINEER’S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor’s methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes

thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

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

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

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

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Termination: This Agreement may be terminated for convenience, without cause, upon 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.

**2022 Roads to Better Roads Program
United City of Yorkville
Professional Services Agreement - Construction Engineering**

Attachment B – Scope of Services

Construction Engineering:

- Attend the Pre-Construction Conference with the Contractor
- Provide resident engineering for on-site observation
- Daily documentation of work tasks and calculation of installed pay items
- Monitor adherence to specifications
- Gather material inspection and coordinate any required testing on behalf of the City
- Provide guidance to the contractor when questions arise during construction
- Prepare/verify payment estimates
- Gather certified payrolls and waivers of lien
- Provide information to residents as required
- Perform punch list inspections, provide follow up inspections and recommend acceptance when appropriate
- Communicate activities with City weekly, or as required based on onsite activities
- Prepare necessary IDOT closeout paperwork
 - BLR13230 – Engineer's Final Payment Estimate
 - BLR13210 – Request for Approval of Change in Plans
 - BLR14222 – Municipal Maintenance Expenditure Statement



Engineering Enterprises, Inc.

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

2022 ROADS TO BETTER ROADS PROGRAM
United City of Yorkville



Outstanding Service ~ Every Client ~ Every Day

WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING				SURVEYING			DRAFTING		ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	PRINCIPAL IN CHARGE	PROJECT MANAGER	SENIOR PROJECT ENGINEER II	PROJECT ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER	PROJECT TECHNICIAN	CAD MANAGER	SENIOR PROJECT TECHNICIAN	ADMIN.		
		HOURLY RATE:	\$228	\$194	\$183	\$154	\$216	\$194	\$159	\$159	\$149	\$70		
CONSTRUCTION ENGINEERING														
3.1	Contract Administration		2	8	30								40	\$ 7,498
3.2	Construction Layout			2	16	29							47	\$ 7,782
3.3	Observation and Documentation		2	6	40	420							468	\$ 73,620
Construction Engineering Subtotal:			4	16	86	449	-	-	-	-	-	-	555	\$ 88,900
PROJECT TOTAL:			4	16	86	449	-	-	-	-	-	-	555	88,900

DIRECT EXPENSES	
Printing =	\$ -
Vehicle Charge (\$65/day) =	\$ 3,100
Geotechnical (Rubino) =	
Material Testing (Rubino) =	\$ 7,000
DIRECT EXPENSES =	\$ 10,100

LABOR SUMMARY	
Engineering Expenses =	\$ 88,900
Surveying Expenses =	\$ -
Drafting Expenses =	\$ -
Administrative Expenses =	\$ -
TOTAL LABOR EXPENSES =	\$ 88,900

TOTAL EXPENSES =	\$ 99,000
-------------------------	------------------

\\Mikway\EE\Storage\Docs\Public\Yorkville\2021\Y02142-P 2022 Road Program\PSA\Construction PSA\4 - Attachment C - Fee Estimate Y02142-P.xlsx\Fee Summary - construction only



Engineering Enterprises, Inc.

ATTACHMENT D: ANTICIPATED PROJECT SCHEDULE 2022 ROADS TO BETTER ROADS PROGRAM UNITED CITY OF YORKVILLE

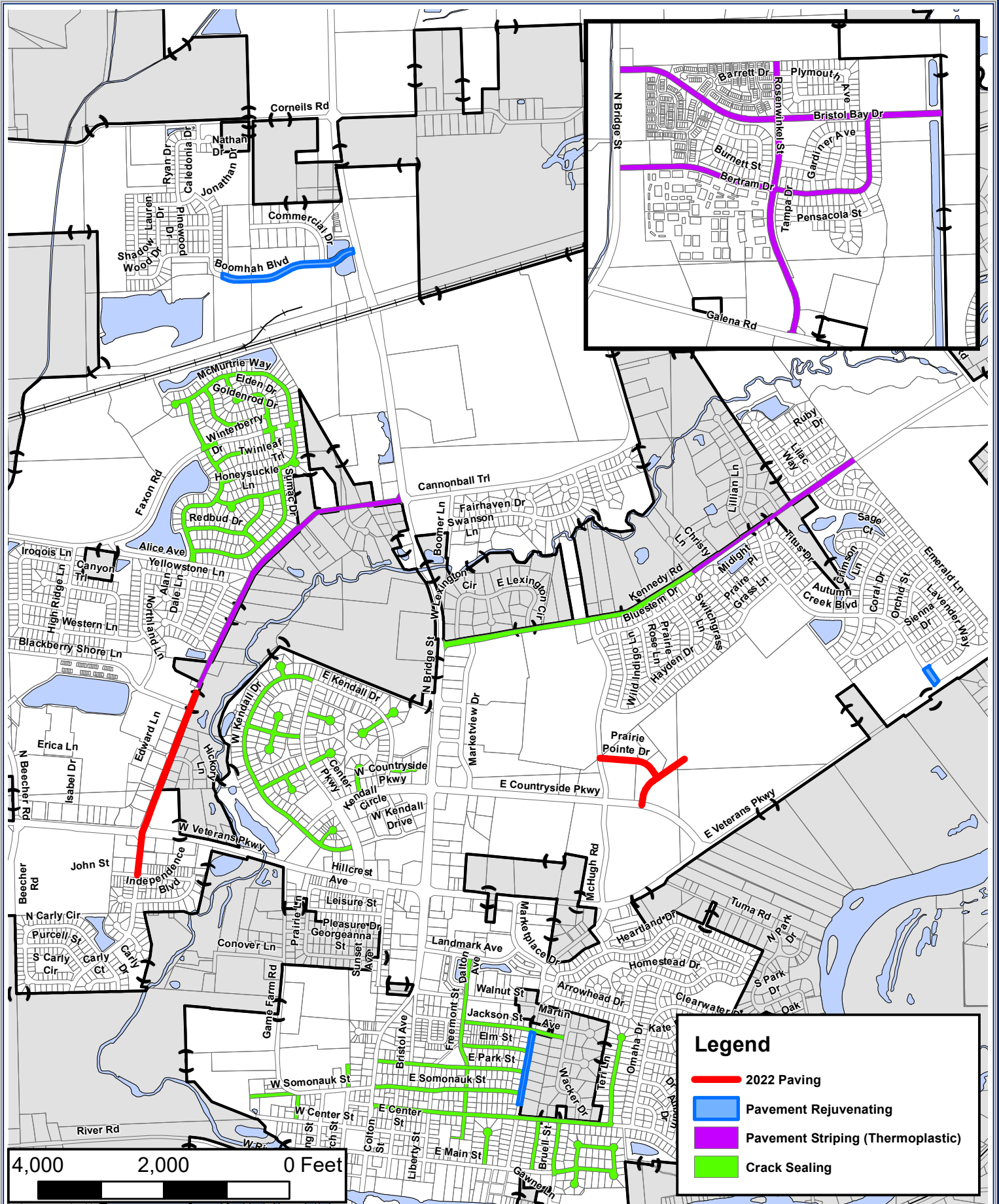


Outstanding Service ~ Every Client ~ Every Day

WORK ITEM NO.	WORK ITEM	Year:	2022																																					
		Month:	January				February				March				April				May				June				July				August				September					
		Week Starting:	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4		
CONSTRUCTION ENGINEERING																																								
3.1	Contract Administration																																							
3.2	Constructing Layout																																							
3.3	Observation and Documentation																																							

G:\Public\Yorkville\2021\YO2142-P 2022 Road Program\PSA\Construction PSA\5 - Attachment D - Schedule.xls\ConstructionSche

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



Engineering Enterprises, Inc.

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



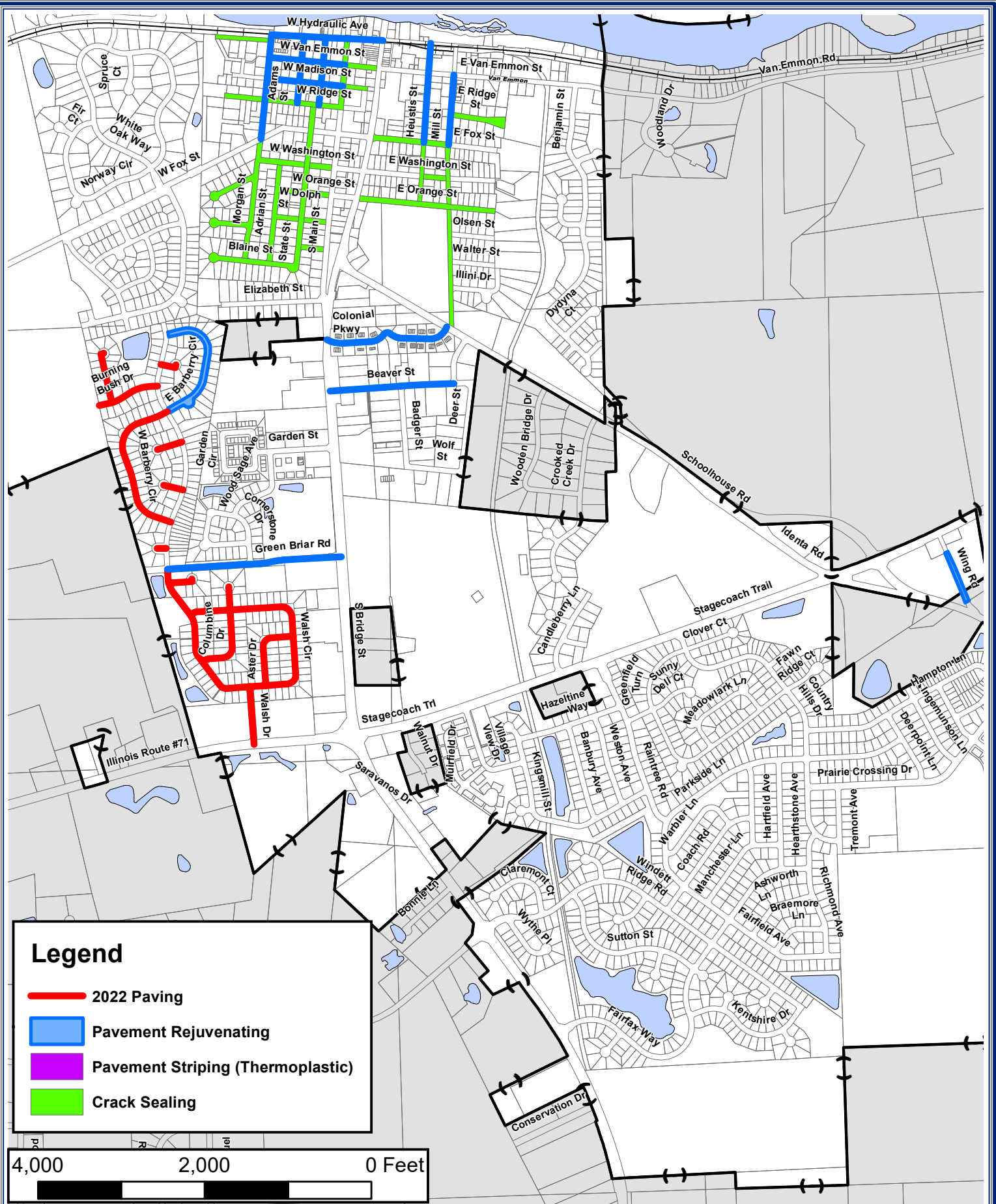
United City of Yorkville

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

DATE: JANUARY 2022
PROJECT NO.: YO2142
BY: MJT
PATH: HGIS\PUBLIC\YORKVILLE\2021
FILE: YO2142_Road Program North Exhibit.MXD

2022 ROAD PROGRAM LOCATION MAP NORTH





Legend

- 2022 Paving
- Pavement Rejuvenating
- Pavement Striping (Thermoplastic)
- Crack Sealing

4,000 2,000 0 Feet

Engineering Enterprises, Inc.

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



United City of Yorkville

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

DATE: JANUARY 2022
PROJECT NO.: YO2142
BY: MJT
PATH: HGIS\PUBLIC\YORKVILLE\2021
FILE: YO2142_Road Program South Exhibit.MXD

2022 ROAD PROGRAM LOCATION MAP SOUTH





Standard Schedule of Charges

January 1, 2022

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$228.00
Principal	E-3	\$223.00
Senior Project Manager	E-2	\$216.00
Project Manager	E-1	\$194.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$183.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$170.00
Project Engineer/Planner/Surveyor	P-4	\$154.00
Senior Engineer/Planner/Surveyor	P-3	\$142.00
Engineer/Planner/Surveyor	P-2	\$129.00
Associate Engineer/Planner/Surveyor	P-1	\$116.00
Senior Project Technician II	T-6	\$159.00
Senior Project Technician I	T-5	\$149.00
Project Technician	T-4	\$139.00
Senior Technician	T-3	\$129.00
Technician	T-2	\$116.00
Associate Technician	T-1	\$102.00
GIS Technician	G-1	\$105.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Administrative Assistant	A-3	\$ 70.00

VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND 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		\$ 206.00
Expert Testimony		\$ 258.00



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

Agenda Item Number

New Business #5

Tracking Number

PW 2022-22

Agenda Item Summary Memo

Title: East Main Street Water Main Improvements – Bid Award

Meeting and Date: Public Works Committee – March 15, 2022

Synopsis: East Main Street Improvements – Recommendation to Award

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Contract Award

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Jori Behland, City Clerk
Rob Fredrickson, Finance Director
Shanel Gayle, Purchasing Manager

Date: March 8, 2022
Subject: East Main Street Improvements

Bids were received, opened, and tabulated for work to be done on the East Main Street Improvements at 10:00 a.m., March 4, 2022. Representatives of contractors bidding the project, the City and our firm were in attendance. A tabulation of the bids and the engineer's estimate is attached for your information and record. The low bid was below our engineer's estimate and within the FY23 budget.

The contractor has supplied us with several municipal references for projects of similar size and scope. There were no concerns raised.

We recommend the acceptance of the Bid and approval of award be made to the low bidder, Holiday Sewer & Water Construction Inc., 1000 N. Rand Road, Suite 116, Wauconda, IL 60084 in the total amount of **\$1,111,222.33**.

Funding for this project has been split between three sections of the budget: water improvements, sidewalk and road programs. The amount for each funding based on the above bid is as follow:

- Water improvements: \$800,958.36
- Sidewalk program: \$135,615.87
- Road program: \$174,648.10

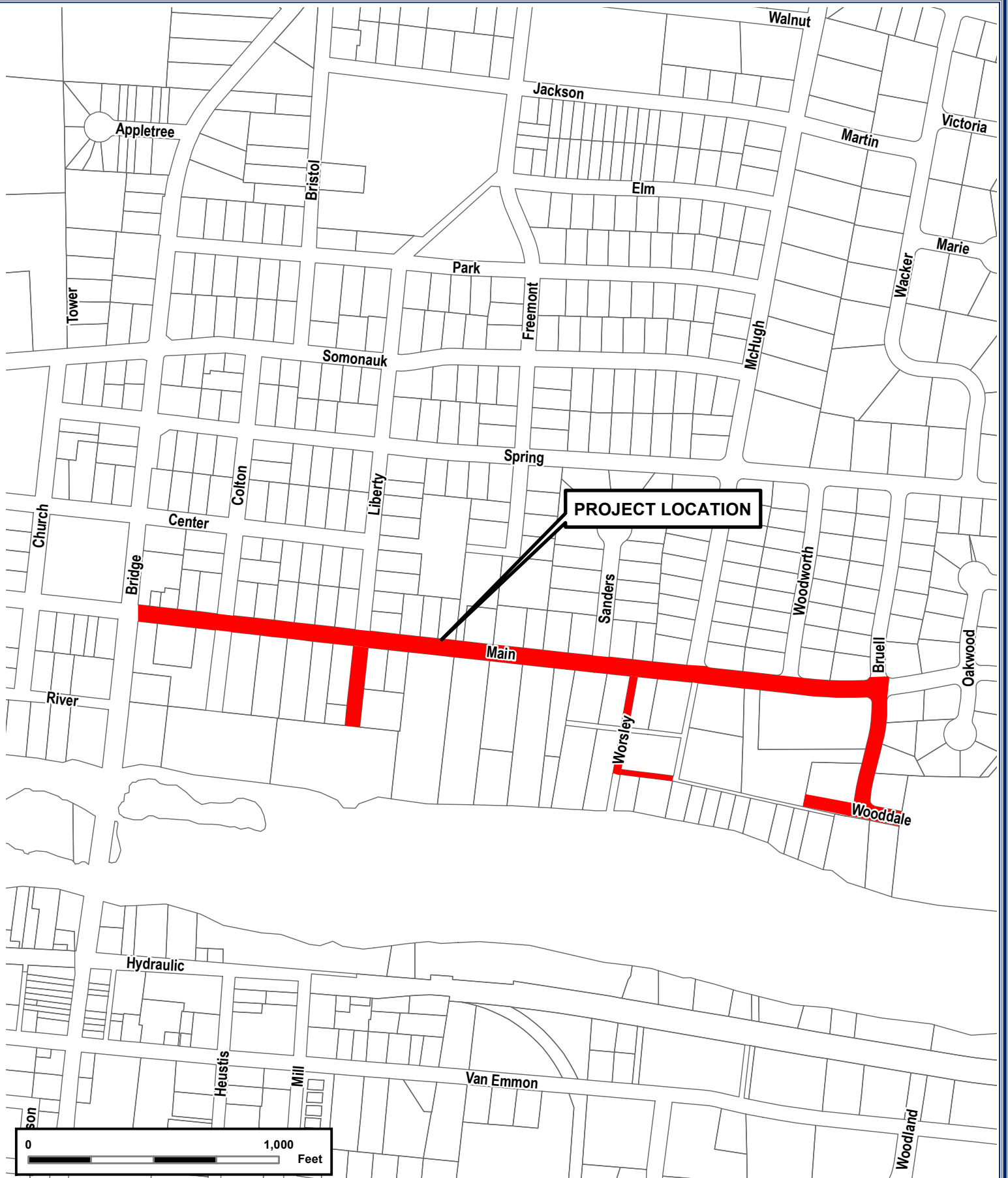
If you have any questions or require additional information, please let us know.

**BID SUMMARY
EAST MAIN STREET IMPROVEMENTS
UNITED CITY OF YORKVILLE**

BID TABULATION BIDS RECEIVED 10:00 A.M. 03/04/2021	ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	HOLIDAY SEWER & WATER CONST. 1000 N. Rand Rd, Suite 116 Wauconda, IL 60084	WINNINGER EXCAVATING, INC. 1211 Deer Street Yorkville, IL 60560	PERFORMANCE CONST & ENG 217 W. John Street
BID TOTAL	\$1,163,750.00	\$1,111,222.33	\$1,148,998.41	\$1,198,777.00
BID BOND	N/A	X	X	X
SIGNED BID	N/A	X	X	X
ADDENDUM NO. 1	N/A	X	X	X
BID TABULATION BIDS RECEIVED 10:00 A.M. 03/04/2021	STOKES EXCAVATING, INC. 903 Daisyfield Rd Rockford, IL 61102	MARTAM CONSTRUCTION 1200 Gasket Drive Elgin, IL 60120	BUILDERS PAVING, LLC 4401 Roosevelt Rd Hillside, IL 60162	SUPERIOR EXCAVATING, CO. 4187 White Willow Rd Minooka, IL 60447
BID TOTAL	\$1,234,549.95	\$1,284,802.43	\$1,303,909.00	\$1,320,226.55
BID BOND	X	X	X	X
SIGNED BID	X	X	X	X
ADDENDUM NO. 1	X	X	X	X
BID TABULATION BIDS RECEIVED 10:00 A.M. 03/04/2021	CONLEY EXCAVATING, INC. 1555 Gramercy Place Morris, IL 60450			
BASE BID TOTAL	\$1,345,193.05			
BID BOND	X			
SIGNED BID	X			
ADDENDUM NO. 1	X			

BID TABULATION EAST MAIN STREET IMPROVEMENTS UNITED CITY OF YORKVILLE																					
		BID TABULATION BIDS RECD 3/4/2022		HOLIDAY SEWER & WATER CONST 1000 N. Rand Rd, Suite 116 Wauconda, IL 60084		WINNINGER EXCAVATING, INC. 1211 Deer Street Yorkville, IL 60560		PERFORMANCE CONST & ENG 217 W. John Street Plano, IL 60545		STOKES EXCAVATING, INC. 903 Daisyfield Rd Rockford, IL 61102		MARTAM CONSTRUCTION 1200 Gasket Drive Elgin, IL 60120		BUILDERS PAVING, LLC 4401 Roosevelt Rd Hillside, IL 60162		SUPERIOR EXCAVATING, CO. 4187 White Willow Rd Minooka, IL 60447		CONLEY EXCAVATING, INC. 1555 Gramercy Place Morris, IL 60450		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TREE REMOVAL, OVER 15 UNIT DIAMETER	UNIT	30	\$ 30.00	\$ 900.00	\$ 55.00	\$ 1,650.00	\$ 35.00	\$ 1,050.00	\$ 80.00	\$ 2,400.00	\$ 110.00	\$ 3,300.00	\$ 80.00	\$ 2,400.00	\$ 45.00	\$ 1,350.00	\$ 110.00	\$ 3,300.00	\$ 75.00	\$ 2,250.00
2	TREE ROOT PRUNING	EACH	2	\$ 30.00	\$ 60.00	\$ 115.00	\$ 230.00	\$ 250.00	\$ 500.00	\$ 100.00	\$ 200.00	\$ 300.00	\$ 600.00	\$ 200.00	\$ 400.00	\$ 750.00	\$ 1,500.00	\$ 300.00	\$ 600.00	\$ 250.00	\$ 500.00
3	CONNECTION TO EXISTING WATER MAIN, 8-INCH	EACH	4	\$ 4,500.00	\$ 18,000.00	\$ 4,685.00	\$ 18,740.00	\$ 5,500.00	\$ 22,000.00	\$ 4,000.00	\$ 16,000.00	\$ 3,360.00	\$ 13,440.00	\$ 4,000.00	\$ 16,000.00	\$ 4,600.00	\$ 18,400.00	\$ 4,565.00	\$ 18,260.00	\$ 4,000.00	\$ 16,000.00
4	CONNECTION TO EXISTING WATER MAIN, 6-INCH	EACH	1	\$ 4,000.00	\$ 4,000.00	\$ 4,605.00	\$ 4,605.00	\$ 5,300.00	\$ 5,300.00	\$ 4,000.00	\$ 4,000.00	\$ 3,220.00	\$ 3,220.00	\$ 3,500.00	\$ 3,500.00	\$ 4,600.00	\$ 4,600.00	\$ 4,430.00	\$ 4,430.00	\$ 3,500.00	\$ 3,500.00
5	CONNECTION TO EXISTING WATER MAIN, 4-INCH	EACH	1	\$ 3,000.00	\$ 3,000.00	\$ 4,605.00	\$ 4,605.00	\$ 5,500.00	\$ 5,500.00	\$ 3,000.00	\$ 3,000.00	\$ 3,160.00	\$ 3,160.00	\$ 3,000.00	\$ 3,000.00	\$ 4,600.00	\$ 4,600.00	\$ 4,500.00	\$ 4,500.00	\$ 3,500.00	\$ 3,500.00
6	PRESSURE CONNECTION WITH TAPPING SLEEVE AND 8" TAPPING VALVE IN 60" VAULT	EACH	2	\$ 7,500.00	\$ 15,000.00	\$ 8,615.00	\$ 17,230.00	\$ 7,500.00	\$ 15,000.00	\$ 7,000.00	\$ 14,000.00	\$ 9,660.00	\$ 19,320.00	\$ 7,500.00	\$ 15,000.00	\$ 9,500.00	\$ 19,000.00	\$ 10,785.00	\$ 21,570.00	\$ 8,000.00	\$ 16,000.00
7	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 8-INCH	LF	2,313	\$ 125.00	\$ 289,125.00	\$ 112.65	\$ 260,559.45	\$ 118.00	\$ 272,934.00	\$ 146.00	\$ 337,698.00	\$ 108.00	\$ 249,804.00	\$ 130.00	\$ 300,690.00	\$ 135.00	\$ 312,255.00	\$ 123.50	\$ 285,655.50	\$ 105.00	\$ 242,865.00
8	GATE VALVE (RESILIENT SEAT) IN VALVE BOX, 8-INCH	EACH	1	\$ 3,000.00	\$ 3,000.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,360.00	\$ 2,360.00	\$ 3,000.00	\$ 3,000.00	\$ 2,300.00	\$ 2,300.00	\$ 2,820.00	\$ 2,820.00	\$ 2,600.00	\$ 2,600.00
9	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 8-INCH	EACH	5	\$ 4,500.00	\$ 22,500.00	\$ 5,005.00	\$ 25,025.00	\$ 5,000.00	\$ 25,000.00	\$ 4,800.00	\$ 24,000.00	\$ 6,410.00	\$ 32,050.00	\$ 4,000.00	\$ 20,000.00	\$ 3,900.00	\$ 19,500.00	\$ 5,745.00	\$ 28,725.00	\$ 4,500.00	\$ 22,500.00
10	WATER MAIN PROTECTION, PVC C-900, 12-INCH	LF	126	\$ 50.00	\$ 6,300.00	\$ 80.00	\$ 10,080.00	\$ 35.00	\$ 4,410.00	\$ 65.00	\$ 8,190.00	\$ 89.00	\$ 11,214.00	\$ 50.00	\$ 6,300.00	\$ 92.00	\$ 11,592.00	\$ 104.00	\$ 13,104.00	\$ 85.00	\$ 10,710.00
11	LINE STOP, 8-INCH	EACH	2	\$ 4,000.00	\$ 8,000.00	\$ 5,200.00	\$ 10,400.00	\$ 5,500.00	\$ 11,000.00	\$ 4,700.00	\$ 9,400.00	\$ 4,860.00	\$ 9,720.00	\$ 7,000.00	\$ 14,000.00	\$ 7,578.00	\$ 15,156.00	\$ 7,300.00	\$ 14,600.00	\$ 8,500.00	\$ 17,000.00
12	LINE STOP, 6-INCH	EACH	1	\$ 3,000.00	\$ 3,000.00	\$ 5,200.00	\$ 5,200.00	\$ 5,000.00	\$ 5,000.00	\$ 4,300.00	\$ 4,300.00	\$ 4,480.00	\$ 4,480.00	\$ 6,000.00	\$ 6,000.00	\$ 7,172.00	\$ 7,172.00	\$ 6,830.00	\$ 6,830.00	\$ 8,000.00	\$ 8,000.00
13	LINE STOP, 4-INCH	EACH	1	\$ 2,500.00	\$ 2,500.00	\$ 4,700.00	\$ 4,700.00	\$ 4,500.00	\$ 4,500.00	\$ 3,800.00	\$ 3,800.00	\$ 4,120.00	\$ 4,120.00	\$ 5,000.00	\$ 5,000.00	\$ 6,842.00	\$ 6,842.00	\$ 6,600.00	\$ 6,600.00	\$ 7,500.00	\$ 7,500.00
14	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	6	\$ 7,500.00	\$ 45,000.00	\$ 6,160.00	\$ 36,960.00	\$ 7,000.00	\$ 42,000.00	\$ 5,100.00	\$ 30,600.00	\$ 5,660.00	\$ 33,960.00	\$ 8,500.00	\$ 51,000.00	\$ 7,595.00	\$ 45,570.00	\$ 8,075.00	\$ 48,450.00	\$ 5,500.00	\$ 33,000.00
15	DUCTILE IRON FITTINGS	LB	2,120	\$ 0.01	\$ 21.20	\$ 1.00	\$ 2,120.00	\$ 0.10	\$ 212.00	\$ 5.00	\$ 10,600.00	\$ 8.00	\$ 16,960.00	\$ 0.01	\$ 21.20	\$ 12.00	\$ 25,440.00	\$ 11.00	\$ 23,320.00	\$ 5.25	\$ 11,130.00
16	WATER SERVICE CONNECTION, 1-INCH	EACH	34	\$ 3,000.00	\$ 102,000.00	\$ 1,800.00	\$ 61,200.00	\$ 3,800.00	\$ 129,200.00	\$ 1,000.00	\$ 34,000.00	\$ 2,610.00	\$ 88,740.00	\$ 3,000.00	\$ 102,000.00	\$ 1,650.00	\$ 56,100.00	\$ 1,775.00	\$ 60,350.00	\$ 1,500.00	\$ 51,000.00
17	WATER SERVICE PIPE, PEX, 1-INCH	LF	950	\$ 1.00	\$ 950.00	\$ 32.00	\$ 30,400.00	\$ 40.00	\$ 38,000.00	\$ 50.00	\$ 47,500.00	\$ 41.00	\$ 38,950.00	\$ 1.00	\$ 950.00	\$ 55.00	\$ 52,250.00	\$ 50.00	\$ 47,500.00	\$ 30.00	\$ 28,500.00
18	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 1,500.00	\$ 1,500.00	\$ 4,500.00	\$ 4,500.00	\$ 11,675.00	\$ 11,675.00	\$ 5,800.00	\$ 5,800.00
19	DISCONNECT AND ABANDON EXISTING WATER MAIN	EACH	8	\$ 1,500.00	\$ 12,000.00	\$ 2,500.00	\$ 20,000.00	\$ 1,500.00	\$ 12,000.00	\$ 1,400.00	\$ 11,200.00	\$ 1,660.00	\$ 13,280.00	\$ 1,500.00	\$ 12,000.00	\$ 1,000.00	\$ 8,000.00	\$ 2,175.00	\$ 17,400.00	\$ 1,500.00	\$ 12,000.00
20	FIRE HYDRANT TO BE REMOVED	EACH	6	\$ 100.00	\$ 600.00	\$ 750.00	\$ 4,500.00	\$ 500.00	\$ 3,000.00	\$ 400.00	\$ 2,400.00	\$ 800.00	\$ 4,800.00	\$ 250.00	\$ 1,500.00	\$ 1,000.00	\$ 6,000.00	\$ 1,280.00	\$ 7,680.00	\$ 500.00	\$ 3,000.00
21	VALVE VAULT TO BE ABANDONED	EACH	3	\$ 100.00	\$ 300.00	\$ 500.00	\$ 1,500.00	\$ 500.00	\$ 1,500.00	\$ 300.00	\$ 900.00	\$ 480.00	\$ 1,440.00	\$ 250.00	\$ 750.00	\$ 650.00	\$ 1,950.00	\$ 1,400.00	\$ 4,200.00	\$ 500.00	\$ 1,500.00
22	VALVE BOX TO BE ABANDONED	EACH	6	\$ 100.00	\$ 600.00	\$ 150.00	\$ 900.00	\$ 50.00	\$ 300.00	\$ 100.00	\$ 600.00	\$ 220.00	\$ 1,320.00	\$ 250.00	\$ 1,500.00	\$ 250.00	\$ 1,500.00	\$ 525.00	\$ 3,150.00	\$ 200.00	\$ 1,200.00
23	SANITARY SEWER SERVICE REPAIR, PVC SDR-26, D-2241, 6-INCH	EACH	22	\$ 250.00	\$ 5,500.00	\$ 115.00	\$ 2,530.00	\$ 100.00	\$ 2,200.00	\$ 350.00	\$ 7,700.00	\$ 660.00	\$ 14,520.00	\$ 250.00	\$ 5,500.00	\$ 50.00	\$ 1,100.00	\$ 300.00	\$ 6,600.00	\$ 275.00	\$ 6,050.00
24	INLET PROTECTION	EACH	11	\$ 25.00	\$ 275.00	\$ 140.00	\$ 1,540.00	\$ 125.00	\$ 1,375.00	\$ 200.00	\$ 2,200.00	\$ 220.00	\$ 2,420.00	\$ 150.00	\$ 1,650.00	\$ 150.00	\$ 1,650.00	\$ 170.00	\$ 1,870.00	\$ 100.00	\$ 1,100.00
25	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	TON	120	\$ 5.00	\$ 600.00	\$ 0.01	\$ 1.20	\$ 1.00	\$ 120.00	\$ 40.00	\$ 4,800.00	\$ 67.00	\$ 8,040.00	\$ 70.00	\$ 8,400.00	\$ 10.00	\$ 1,200.00	\$ 10.00	\$ 1,200.00	\$ 50.00	\$ 6,000.00
26																					

BID TABULATION EAST MAIN STREET IMPROVEMENTS UNITED CITY OF YORKVILLE																												
		BID TABULATION BIDS RECD 3/4/2022		HOLIDAY SEWER & WATER CONST 1000 N. Rand Rd, Suite 116 Wauconda, IL 60084		WINNINGER EXCAVATING, INC. 1211 Deer Street Yorkville, IL 60560		PERFORMANCE CONST & ENG 217 W. John Street Plano, IL 60545		STOKES EXCAVATING, INC. 903 Daisyfield Rd Rockford, IL 61102		MARTAM CONSTRUCTION 1200 Gasket Drive Elgin, IL 60120		BUILDERS PAVING, LLC 4401 Roosevelt Rd Hillside, IL 60162		SUPERIOR EXCAVATING, CO. 4187 White Willow Rd Minooka, IL 60447		CONLEY EXCAVATING, INC. 1555 Gramercy Place Morris, IL 60450		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554								
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT							
47	DETECTABLE WARNING	SF	168	\$ 29.00	\$ 4,872.00	\$ 30.45	\$ 5,115.60	\$ 30.00	\$ 5,040.00	\$ 25.00	\$ 4,200.00	\$ 30.00	\$ 5,040.00	\$ 30.00	\$ 5,040.00	\$ 35.00	\$ 5,880.00	\$ 32.00	\$ 5,376.00	\$ 25.00	\$ 4,200.00							
48	SANITARY MANHOLE TO BE ADJUSTED	EACH	11	\$ 950.00	\$ 10,450.00	\$ 1,275.00	\$ 14,025.00	\$ 900.00	\$ 9,900.00	\$ 1,000.00	\$ 11,000.00	\$ 1,260.00	\$ 13,860.00	\$ 950.00	\$ 10,450.00	\$ 1,000.00	\$ 11,000.00	\$ 1,550.00	\$ 17,050.00	\$ 1,000.00	\$ 11,000.00							
49	MANHOLE TO BE ADJUSTED	EACH	11	\$ 500.00	\$ 5,500.00	\$ 475.00	\$ 5,225.00	\$ 600.00	\$ 6,600.00	\$ 600.00	\$ 6,600.00	\$ 560.00	\$ 6,160.00	\$ 500.00	\$ 5,500.00	\$ 500.00	\$ 5,500.00	\$ 925.00	\$ 10,175.00	\$ 500.00	\$ 5,500.00							
50	INLET TO BE ADJUSTED	EACH	2	\$ 500.00	\$ 1,000.00	\$ 380.00	\$ 760.00	\$ 350.00	\$ 700.00	\$ 200.00	\$ 400.00	\$ 510.00	\$ 1,020.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 925.00	\$ 1,850.00	\$ 300.00	\$ 600.00							
51	INLET TO BE RECONSTRUCTED WITH NEW TYPE 11 FRAME AND GRATE	EACH	4	\$ 1,000.00	\$ 4,000.00	\$ 425.00	\$ 1,700.00	\$ 750.00	\$ 3,000.00	\$ 500.00	\$ 2,000.00	\$ 885.00	\$ 3,540.00	\$ 1,500.00	\$ 6,000.00	\$ 1,250.00	\$ 5,000.00	\$ 2,140.00	\$ 8,560.00	\$ 750.00	\$ 3,000.00							
52	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SY	600	\$ 48.00	\$ 28,800.00	\$ 50.40	\$ 30,240.00	\$ 48.00	\$ 28,800.00	\$ 36.50	\$ 21,900.00	\$ 60.00	\$ 36,000.00	\$ 36.50	\$ 21,900.00	\$ 55.00	\$ 33,000.00	\$ 62.00	\$ 37,200.00	\$ 45.00	\$ 27,000.00							
53	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT	SY	44	\$ 97.50	\$ 4,290.00	\$ 102.38	\$ 4,504.72	\$ 90.00	\$ 3,960.00	\$ 80.00	\$ 3,520.00	\$ 94.00	\$ 4,136.00	\$ 85.00	\$ 3,740.00	\$ 98.00	\$ 4,312.00	\$ 162.00	\$ 7,128.00	\$ 100.00	\$ 4,400.00							
54	AGGREGATE DRIVEWAY REMOVAL AND REPLACEMENT	SY	17	\$ 25.00	\$ 425.00	\$ 40.00	\$ 680.00	\$ 30.00	\$ 510.00	\$ 35.00	\$ 595.00	\$ 44.00	\$ 748.00	\$ 42.50	\$ 722.50	\$ 12.00	\$ 204.00	\$ 75.00	\$ 1,275.00	\$ 10.00	\$ 170.00							
55	THERMOPLASTIC PAVEMENT MARKING LINE - 4"	LF	180	\$ 12.00	\$ 2,160.00	\$ 20.43	\$ 3,677.40	\$ 10.00	\$ 1,800.00	\$ 12.00	\$ 2,160.00	\$ 25.00	\$ 4,500.00	\$ 12.00	\$ 2,160.00	\$ 5.00	\$ 900.00	\$ 35.00	\$ 6,300.00	\$ 9.00	\$ 1,620.00							
56	ROADWAY EDGE SEALING	LF	3,482	\$ 0.75	\$ 2,611.50	\$ 0.70	\$ 2,437.40	\$ 0.60	\$ 2,089.20	\$ 1.15	\$ 4,004.30	\$ 0.75	\$ 2,611.50	\$ 1.15	\$ 4,004.30	\$ 1.00	\$ 3,482.00	\$ 1.00	\$ 3,482.00	\$ 2.50	\$ 8,705.00							
57	MAILBOX TO BE REMOVED AND REPLACED	EACH	2	\$ 155.50	\$ 311.00	\$ 75.00	\$ 150.00	\$ 250.00	\$ 500.00	\$ 100.00	\$ 200.00	\$ 360.00	\$ 720.00	\$ 250.00	\$ 500.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 450.00	\$ 900.00							
58	SIGN TO BE REMOVED AND RESET	EACH	1	\$ 261.33	\$ 261.33	\$ 75.00	\$ 75.00	\$ 200.00	\$ 200.00	\$ 25.00	\$ 25.00	\$ 280.00	\$ 280.00	\$ 200.00	\$ 200.00	\$ 250.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 200.00	\$ 200.00							
59	RESTORATION	SY	1,900	\$ 8.00	\$ 15,200.00	\$ 11.00	\$ 20,900.00	\$ 9.00	\$ 17,100.00	\$ 9.00	\$ 17,100.00	\$ 11.00	\$ 20,900.00	\$ 9.00	\$ 17,100.00	\$ 10.50	\$ 19,950.00	\$ 12.75	\$ 24,225.00	\$ 11.00	\$ 20,900.00							
60	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 43,500.00	\$ 43,500.00	\$ 16,000.00	\$ 16,000.00	\$ 50,778.99	\$ 50,778.99	\$ 20,000.00	\$ 20,000.00	\$ 65,000.00	\$ 65,000.00	\$ 95,504.25	\$ 95,504.25	\$ 60,000.00	\$ 60,000.00	\$ 10,000.00	\$ 10,000.00	\$ 35,000.00	\$ 35,000.00							
61	ALLOWANCE - ITEMS ORDERED BE THE ENGINEER	UNIT	25,000	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00							
BASE BID TOTAL (ITEMS 1-61)					\$ 1,111,222.33		\$ 1,148,998.41		\$ 1,198,777.00		\$ 1,234,549.95		\$ 1,284,802.43		\$ 1,303,909.00		\$ 1,320,226.55		\$ 1,345,193.05		\$ 1,163,750.00							
ABOVE/BELOW ENGINEERS ESTIMATE					-4.51%				-1.27%	3.01%			6.08%			10.40%			12.04%			13.45%			15.59%			-
CORRECTED NUMBERS FROM BID																												



Engineering Enterprises

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

DATE:	MARCH 2022
PROJECT NO.:	YO2124
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2011\
FILE:	YO2124- E Main Street Water Main.mxd

**EAST MAIN STREET
IMPROVEMENTS
LOCATION MAP**





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

Agenda Item Number

New Business #6

Tracking Number
PW 2022-23

Agenda Item Summary Memo

Title: East Main Street Water Main Improvements – Construction Engineering Agreement

Meeting and Date: Public Works Committee – March 15, 2022

Synopsis: East Main Street Improvements – Construction Engineering Agreement

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: March 10, 2022
Subject: E Main St construction engineering agreement with EEI

Summary

Approval of a construction engineering agreement with EEI for the E Main Street watermain improvement project.

Background

This item was last discussed in July 2021 when the City Council approved a design engineering agreement for the E Main St watermain improvement project. Since then, the E Main St watermain project has been designed and bid out, and is up for discussion at the March PW meeting. Accordingly, EEI has prepared a construction engineering agreement for the City Council's consideration.

This contract is included in the FY 23 budget. The attached construction engineering agreement contains an estimated \$106,908 total value, which will be charged at hourly rates.

Recommendation

Staff recommends approval of a construction engineering agreement with EEI for the E Main Street watermain improvement project.

**East Main Street Improvements
United City of Yorkville
Professional Services Agreement – Construction Engineering**

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

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment A. Construction engineering will be provided for approximately 2,320 linear feet of 8-inch water main improvements on E. Main Street. In addition, the street will be milled and resurfaced from IL Route 47 to Bruell, Liberty Street south of East Main Street, Worsley Street, Bruell Street south of East Main Street, and Wooddale Drive and sidewalk replaced along East Main Street (see Attachment E for project limits). Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$106,908. The hourly rates for this project are shown in the attached 2022 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

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

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

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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

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

Attachment A:	Standard Terms and Conditions
Attachment B:	Scope of Services
Attachment C:	Estimate of Level of Effort and Associated Cost
Attachment D:	Anticipated Project Schedule
Attachment E:	Location Map
Attachment F:	2022 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 _____, 2022.

United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

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

Jori Behland
City Clerk

Angie Smith
Executive Assistant

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Attachment B – Scope of Services
East Main Street Improvements
United City of Yorkville**

The United City of Yorkville intends to install approximately 2,320 of 8-inch water main and related appurtenances including paving and sidewalk improvements on East Main Street. Additionally, Liberty Street south of East Main Street, Worsley Street, Bruell Street south of East Main Street, and Wooddale Drive will be milled and resurfaced.

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

3.1 Construction Administration

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

3.2 Construction Layout and Record Drawings

- Stake Proposed Water Main and Sidewalk
- Perform Post Construction Field Survey for Record Drawings
- Prepare and Review Record Drawings

3.3 Construction Observation and Documentation

- Review Staked Water Main and Sidewalk Layout
- Take Pre-Construction Videos and Photos of Pre-Existing Conditions
- Provide Resident Engineering Services for Construction
- Coordinate Any Required Testing on Behalf of the City and Review Test Reports
- Provide Quantity Tracking, Documentation and Daily Field Reports
- Perform Punch Walks, Prepare Punch List Letters and Provide Follow Up Inspections and Recommend Acceptance When Appropriate (2 Each)
- Prepare Project Closeout Paperwork

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

- Rubino Engineering – Geotechnical Testing for Quality Assurance

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



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ATTACHMENT C
ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST FOR
PROFESSIONAL ENGINEERING SERVICES FOR
 EAST MAIN STREET IMPROVEMENTS
 United City of Yorkville



WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING				SURVEYING			DRAFTING		ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT TECHNICIAN	SENIOR PROJECT MANAGER	PROJECT MANAGER	PROJECT TECHNICIAN	CAD MANAGER	SENIOR PROJECT TECHNICIAN I	ADMIN.		
		HOURLY RATE:	\$228	\$223	\$183	\$139	\$216	\$194	\$159	\$159	\$149	\$70		
CONSTRUCTION ENGINEERING														
3.1	Contract Administration		20	-	34	40	1	-	-	-	-	-	95	\$ 16,558
3.2	Construction Layout and Record Drawings		-	-	1	2	-	9	45	5	-	-	62	\$ 10,157
3.3	Observation and Documentation		2	-	60	463	-	-	-	-	-	-	525	\$ 75,793
Construction Engineering Subtotal:			22	-	95	505	1	9	45	5	-	-	682	\$ 102,508
PROJECT TOTAL:			22	-	95	505	1	9	45	5	-	-	682	102,508

DIRECT EXPENSES	
Printing =	\$ -
Mileage =	\$ 400
Material Testing =	\$ 4,000
Environmental Assessment =	\$ -
DIRECT EXPENSES =	\$ 4,400

LABOR SUMMARY	
Engineering Expenses =	\$ 92,596
Surveying Expenses =	\$ 9,117
Drafting Expenses =	\$ 795
Administrative Expenses =	\$ -
TOTAL LABOR EXPENSES =	\$ 102,508

TOTAL EXPENSES =	\$ 106,908
-------------------------	-------------------

\\Mkyway\EEI_Storage\Docs\Public\Yorkville\2021\YQ2124-P E. Main Street Improvements\PSA\Construction PSA\04. Attachment C - Level of Effort - Phase II.xlsx|Fee Summary



Engineering Enterprises, Inc.

**ATTACHMENT D
ANTICIPATED PROJECT SCHEDULE
EAST MAIN STREET IMPROVEMENTS
UNITED CITY OF YORKVILLE**



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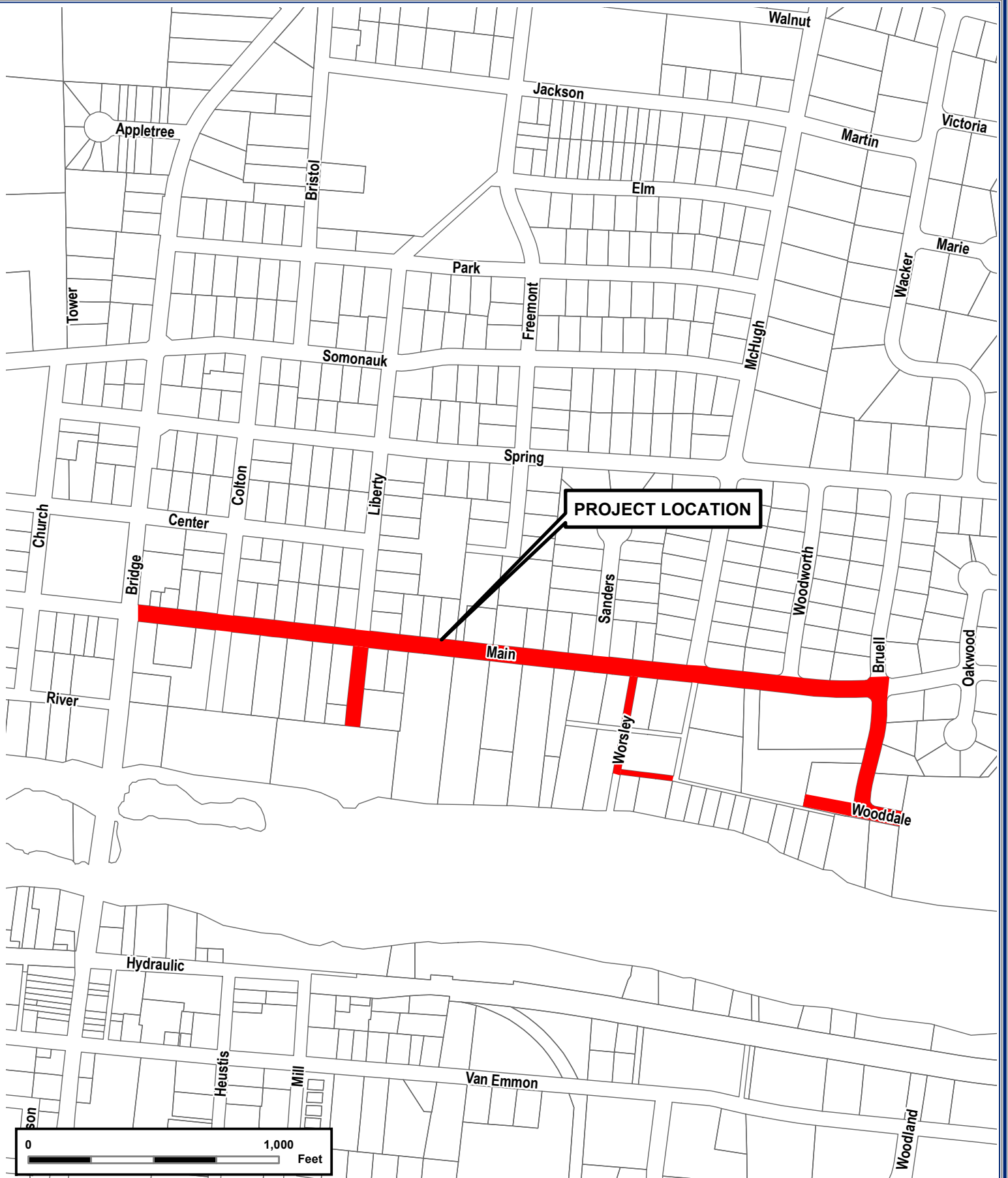
WORK ITEM NO.	WORK ITEM	Year:	2022																															
		Month:	March				April				May				June				July				August				September				October			
		Week Starting:	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4				
CONSTRUCTION ENGINEERING																																		
3.1	Contract Administration																																	
3.2	Construction Layout and Record Drawings																																	
3.3	Observation and Documentation - Water Main, Paving, Sidewalk																																	
3.3	Observation and Documentation - Restoration																																	

\\Milkyway\EEI_Storage\Docs\Public\Yorkville\2021\YO2124-P E. Main Street Improvements\PSA\Construction PSA\05. Attachment D - Project Schedule.xls\Schedule - Construction

Legend	
	Project Management & QC/QA
	Meeting(s)
	Surveying/Layout
	Construction

Anticipated Schedule:

Pre Construction Meeting	5/20/2022
Construction Start	6/1/2022
Substantial Completion Date for Water Main	8/19/2022
Final Completion Date for Restoration	10/14/2022



Engineering Enterprises

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

DATE:	MARCH 2022
PROJECT NO.:	YO2124
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2011\
FILE:	YO2124- E Main Street Water Main.mxd

EAST MAIN STREET IMPROVEMENTS LOCATION MAP



*Standard Schedule of Charges**January 1, 2022***EMPLOYEE DESIGNATION****CLASSIFICATION****HOURLY RATE**

Senior Principal	E-4	\$228.00
Principal	E-3	\$223.00
Senior Project Manager	E-2	\$216.00
Project Manager	E-1	\$194.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$183.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$170.00
Project Engineer/Planner/Surveyor	P-4	\$154.00
Senior Engineer/Planner/Surveyor	P-3	\$142.00
Engineer/Planner/Surveyor	P-2	\$129.00
Associate Engineer/Planner/Surveyor	P-1	\$116.00
Senior Project Technician II	T-6	\$159.00
Senior Project Technician I	T-5	\$149.00
Project Technician	T-4	\$139.00
Senior Technician	T-3	\$129.00
Technician	T-2	\$116.00
Associate Technician	T-1	\$102.00
GIS Technician	G-1	\$105.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Administrative Assistant	A-3	\$ 70.00

VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND 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		\$ 206.00
Expert Testimony		\$ 258.00



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

Agenda Item Number

New Business #7

Tracking Number

PW 2022-24

Agenda Item Summary Memo

Title: Kennedy and Mill Road Intersection Improvements – Bid Award

Meeting and Date: Public Works Committee – March 15, 2022

Synopsis: Kennedy Road and Mill Road Intersection Improvements – Recommendation to Award

Council Action Previously Taken:

Date of Action: CC – 03/23/21 Action Taken: Approval of engineering agreement.

Item Number: PW 2021-14

Type of Vote Required: Majority

Council Action Requested: Consideration of Contract Award

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Jori Behland, City Clerk
Rob Fredrickson, Finance Director
Shanel Gayle, Purchasing Manager

Date: March 8, 2022
Subject: Kennedy and Mill Road Intersection Improvements

Bids were received, opened and tabulated for work to be done on the Kennedy and Mill Road Intersection Improvements at 10:30 a.m., March 4, 2022. Representatives of contractors bidding the project, the City, and our firm were in attendance. A tabulation of the bids and the engineer's estimate is attached for your information and record. The low bid was below our engineer's estimate and within the FY23 budget.

We recommend the acceptance of the bid and approval of award be made to the low bidder, Geneva Construction, 1350 Aurora Ave. Aurora, IL 60505, in the amount of **\$384,526.38**.

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



Memorandum

To: Public Works Committee
From: Rob Fredrickson, Finance Director
Date: March 10, 2022
Subject: Grande Reserve Roadway Improvements – Escrowed Funds

Summary

Update on funds held in escrow to be reimbursed to the City as cost are incurred related to the reconstruction of Mill Road, Mill & Kennedy Roads Intersection Improvements (a.k.a. Kennedy Road North) and Kennedy Road (Freedom Place).

Background

Currently the City has \$1,918,671 housed in an escrow account (i.e., liability account) on the balance sheet of the City-Wide Capital Fund for the purposes of financing three roadway projects within the Grande Reserve Subdivision. Funding for this account is derived from accumulated road contribution fees generated from new housing starts in the Grande Reserve subdivision, in addition to a \$2,882,765 developer contribution received in the Summer of 2021.

Of the remaining \$1.918M remaining in this account, approximately \$820,000 of these escrowed funds will be used to finance the remaining construction and engineering costs associated with the Mill Road reconstruction project, which is expected to wrap up in early FY 23. The remaining ~\$1.1M will be used to fund the outstanding project costs of the Mill & Kennedy Road intersection improvements totaling ~\$445,000 (\$66,202 for construction engineering and \$384,526 for construction). The remaining \$655,000 will be used to finance the upcoming Kennedy Road (Freedom Place) project, which is slated for construction in FY 24.

From a budgetary perspective, all of these roadway projects are fully offset by reimbursements in the City-Wide Capital Fund, as shown by line item 23-000-46-00-4612 in the FY 23 budget document. Based on current building trends, staff believes that the City will have sufficient funds (derived from continuing road contribution fees in Grande Reserve) to fully cover the cost of the upcoming Kennedy Road (Freedom Place) project. Staff will continue to monitor the funding for this project and provide periodic updates to Council on the progress.

Recommendation

Informational.

BID SUMMARY
KENNEDY ROAD AND MILL ROAD INTERSECTION IMPROVEMENTS
UNITED CITY OF YORKVILLE

BID TABULATION BIDS RECEIVED 10:30 A.M. 03/04/22	ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	GENEVA CONSTRUCTION 1350 Aurora Ave Aurora, IL 60505	D CONSTRUCTION 1488 S. Broadway Coal City, IL 60416	BUILDERS PAVING, LLC 4413 Roosevelt Road Suite 108 Hillside, IL 60514
TOTAL BID	\$418,244.10	\$384,526.38	\$399,957.05	\$553,671.20
BID BOND	N/A	X	X	X
SIGNED BID	N/A	X	X	X
TOTAL BID				
BID BOND				
SIGNED BID				



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BID TABULATION
KENNEDY ROAD AND MILL ROAD INTERSECTION IMPROVEMENTS
UNITED CITY OF YORKVILLE

		BID TABULATION BIDS REC'D 3/4/2022		GENEVA CONSTRUCTION 1350 Aurora Ave Aurora, IL 60505		D CONSTRUCTION 1488 S. Broadway Coal City, IL 60416		BUILDERS PAVING, LLC 4413 Roosevelt Road Suite 108 Hillside, IL 60514		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	NITROGEN FERT NUTR	POUND	36	\$ 3.00	\$ 108.00	\$ 2.75	\$ 99.00	\$ 3.00	\$ 108.00	\$ 2.20	\$ 79.20
2	PHOSPHORUS FERT NUTR	POUND	36	\$ 3.00	\$ 108.00	\$ 2.75	\$ 99.00	\$ 3.00	\$ 108.00	\$ 2.20	\$ 79.20
3	POTASSIUM FERT NUTR	POUND	36	\$ 3.00	\$ 108.00	\$ 2.75	\$ 99.00	\$ 3.00	\$ 108.00	\$ 2.20	\$ 79.20
4	EARTH EXCAVATION	CU YD	469	\$ 9.87	\$ 4,629.03	\$ 55.00	\$ 25,795.00	\$ 50.00	\$ 23,450.00	\$ 35.00	\$ 16,415.00
5	REM & DISP UNS MATL	CU YD	622	\$ 31.14	\$ 19,369.08	\$ 55.00	\$ 34,210.00	\$ 62.00	\$ 38,564.00	\$ 40.00	\$ 24,880.00
6	FURNISHED EXCAVATION	CU YD	15	\$ 14.29	\$ 214.35	\$ 100.00	\$ 1,500.00	\$ 37.00	\$ 555.00	\$ 60.00	\$ 900.00
7	POROUS GRAN EMBANK	CU YD	355	\$ 61.33	\$ 21,772.15	\$ 50.00	\$ 17,750.00	\$ 37.00	\$ 13,135.00	\$ 60.00	\$ 21,300.00
8	GEOTECH FAB F/GR STAB	SQ YD	871	\$ 2.11	\$ 1,837.81	\$ 2.50	\$ 2,177.50	\$ 1.40	\$ 1,219.40	\$ 2.75	\$ 2,395.25
9	TOPSOIL F & P 6	SQ YD	1,914	\$ 5.05	\$ 9,665.70	\$ 8.80	\$ 16,843.20	\$ 9.00	\$ 17,226.00	\$ 6.00	\$ 11,484.00
10	SEEDING CL 2A	ACRE	0	\$ 4,500.00	\$ 1,800.00	\$ 2,662.00	\$ 1,064.80	\$ 7,100.00	\$ 2,840.00	\$ 3,200.00	\$ 1,280.00
11	EROSION CONTR BLANKET	SQ YD	1,914	\$ 2.98	\$ 5,703.72	\$ 3.83	\$ 7,330.62	\$ 2.10	\$ 4,019.40	\$ 3.00	\$ 5,742.00
12	TEMP EROS CONTR SEEDING	POUND	40	\$ 2.00	\$ 80.00	\$ 16.50	\$ 660.00	\$ 11.00	\$ 440.00	\$ 5.00	\$ 200.00
13	TEMP DITCH CHECKS	FOOT	90	\$ 14.50	\$ 1,305.00	\$ 16.50	\$ 1,485.00	\$ 28.00	\$ 2,520.00	\$ 16.50	\$ 1,485.00
14	PERIMETER EROS BAR	FOOT	1,798	\$ 3.15	\$ 5,663.70	\$ 3.30	\$ 5,933.40	\$ 4.00	\$ 7,192.00	\$ 5.00	\$ 8,990.00
15	INLET & PIPE PROTECT	EACH	7	\$ 185.00	\$ 1,295.00	\$ 220.00	\$ 1,540.00	\$ 270.00	\$ 1,890.00	\$ 160.00	\$ 1,120.00
16	AGG SUBGRADE IMPR 12	SQ YD	871	\$ 23.07	\$ 20,093.97	\$ 25.00	\$ 21,775.00	\$ 26.00	\$ 22,646.00	\$ 22.00	\$ 19,162.00
17	SUB GRAN MAT B 6	SQ YD	95	\$ 7.59	\$ 721.05	\$ 6.00	\$ 570.00	\$ 18.00	\$ 1,710.00	\$ 10.50	\$ 997.50
18	HMA BC WID 6	SQ YD	871	\$ 38.25	\$ 33,315.75	\$ 25.00	\$ 21,775.00	\$ 47.00	\$ 40,937.00	\$ 60.00	\$ 52,260.00
19	BIT MATLS TACK CT	POUND	840	\$ 0.01	\$ 8.40	\$ 0.01	\$ 8.40	\$ 2.00	\$ 1,680.00	\$ 0.30	\$ 252.00
20	HMA SURF REM BUTT JT	SQ YD	66	\$ 34.00	\$ 2,244.00	\$ 15.00	\$ 990.00	\$ 36.00	\$ 2,376.00	\$ 15.00	\$ 990.00
21	HMA BC IL-9.5 N70	TON	330	\$ 108.00	\$ 35,640.00	\$ 86.00	\$ 28,380.00	\$ 122.00	\$ 40,260.00	\$ 85.00	\$ 28,050.00
22	HMA SC IL-9.5 D N50	TON	11	\$ 116.00	\$ 1,276.00	\$ 110.00	\$ 1,210.00	\$ 375.00	\$ 4,125.00	\$ 100.00	\$ 1,100.00



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BID TABULATION
KENNEDY ROAD AND MILL ROAD INTERSECTION IMPROVEMENTS
UNITED CITY OF YORKVILLE

		BID TABULATION BIDS REC'D 3/4/2022		GENEVA CONSTRUCTION 1350 Aurora Ave Aurora, IL 60505		D CONSTRUCTION 1488 S. Broadway Coal City, IL 60416		BUILDERS PAVING, LLC 4413 Roosevelt Road Suite 108 Hillside, IL 60514		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
23	P HMA SC IL-9.5 E N70	TON	330	\$ 120.00	\$ 39,600.00	\$ 110.00	\$ 36,300.00	\$ 142.00	\$ 46,860.00	\$ 115.00	\$ 37,950.00
24	PC CONC SIDEWALK 5	SQ FT	372	\$ 8.00	\$ 2,976.00	\$ 12.00	\$ 4,464.00	\$ 37.00	\$ 13,764.00	\$ 15.00	\$ 5,580.00
25	DETECTABLE WARNINGS	SQ FT	44	\$ 32.78	\$ 1,442.32	\$ 50.00	\$ 2,200.00	\$ 50.00	\$ 2,200.00	\$ 30.00	\$ 1,320.00
26	PAVEMENT REM	SQ YD	63	\$ 52.00	\$ 3,276.00	\$ 15.00	\$ 945.00	\$ 19.00	\$ 1,197.00	\$ 15.00	\$ 945.00
27	DRIVE PAVEMENT REM	SQ YD	139	\$ 40.00	\$ 5,560.00	\$ 15.00	\$ 2,085.00	\$ 19.00	\$ 2,641.00	\$ 15.00	\$ 2,085.00
28	COMB CURB GUTTER REM	FOOT	18	\$ 13.00	\$ 234.00	\$ 25.00	\$ 450.00	\$ 50.00	\$ 900.00	\$ 8.00	\$ 144.00
29	SIDEWALK REM	SQ FT	240	\$ 4.00	\$ 960.00	\$ 10.00	\$ 2,400.00	\$ 5.00	\$ 1,200.00	\$ 5.00	\$ 1,200.00
30	AGGREGATE SHLDS B 6	SQ YD	759	\$ 24.00	\$ 18,216.00	\$ 12.00	\$ 9,108.00	\$ 20.00	\$ 15,180.00	\$ 25.00	\$ 18,975.00
31	METAL FL END SEC 10"	EACH	2	\$ 262.97	\$ 525.94	\$ 500.00	\$ 1,000.00	\$ 570.00	\$ 1,140.00	\$ 350.00	\$ 700.00
32	CONC HDWL FOR P DRAIN	EACH	2	\$ 550.39	\$ 1,100.78	\$ 750.00	\$ 1,500.00	\$ 1,100.00	\$ 2,200.00	\$ 500.00	\$ 1,000.00
33	PIPE UNDERDRAIN 4 SP	FOOT	12	\$ 26.41	\$ 316.92	\$ 100.00	\$ 1,200.00	\$ 72.00	\$ 864.00	\$ 31.00	\$ 372.00
34	PIPE UNDERDR T 1 4	FOOT	611	\$ 24.33	\$ 14,865.63	\$ 55.00	\$ 33,605.00	\$ 62.00	\$ 37,882.00	\$ 25.00	\$ 15,275.00
35	INLETS TA T8G	EACH	1	\$ 977.57	\$ 977.57	\$ 1,750.00	\$ 1,750.00	\$ 3,500.00	\$ 3,500.00	\$ 2,200.00	\$ 2,200.00
36	TMP PVT MK L4 T4 TAPE	FOOT	9,003	\$ 1.20	\$ 10,803.60	\$ 0.01	\$ 90.03	\$ 1.30	\$ 11,703.90	\$ 0.75	\$ 6,752.25
37	TMP PVT MK L6 T4 TAPE	FOOT	33	\$ 1.85	\$ 61.05	\$ 0.01	\$ 0.33	\$ 3.00	\$ 99.00	\$ 1.00	\$ 33.00
38	TMP PVT MK L24 T4 TAP	FOOT	36	\$ 12.00	\$ 432.00	\$ 0.01	\$ 0.36	\$ 15.00	\$ 540.00	\$ 5.00	\$ 180.00
39	THPL PVT MK LTR & SYM	SQ FT	78	\$ 5.00	\$ 390.00	\$ 5.50	\$ 429.00	\$ 5.50	\$ 429.00	\$ 1.00	\$ 78.00
40	THPL PVT MK LINE 4	FOOT	4,185	\$ 0.88	\$ 3,682.80	\$ 0.97	\$ 4,059.45	\$ 1.00	\$ 4,185.00	\$ 1.50	\$ 6,277.50
41	THPL PVT MK LINE 6	FOOT	432	\$ 1.25	\$ 540.00	\$ 1.38	\$ 596.16	\$ 1.50	\$ 648.00	\$ 2.00	\$ 864.00
42	THPL PVT MK LINE 12	FOOT	192	\$ 2.50	\$ 480.00	\$ 2.75	\$ 528.00	\$ 3.00	\$ 576.00	\$ 5.00	\$ 960.00
43	THPL PVT MK LINE 24	FOOT	36	\$ 5.00	\$ 180.00	\$ 5.50	\$ 198.00	\$ 6.00	\$ 216.00	\$ 8.00	\$ 288.00
44	BIKE PATH REM	SQ YD	96	\$ 13.00	\$ 1,248.00	\$ 15.00	\$ 1,440.00	\$ 20.00	\$ 1,920.00	\$ 15.00	\$ 1,440.00



Engineering Enterprises, Inc.

Outstanding Service ~ Every Client ~ Every Day

**BID TABULATION
KENNEDY ROAD AND MILL ROAD INTERSECTION IMPROVEMENTS
UNITED CITY OF YORKVILLE**

		BID TABULATION BIDS REC'D 3/4/2022		GENEVA CONSTRUCTION 1350 Aurora Ave Aurora, IL 60505		D CONSTRUCTION 1488 S. Broadway Coal City, IL 60416		BUILDERS PAVING, LLC 4413 Roosevelt Road Suite 108 Hillside, IL 60514		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
45	RELOCATE EX MAILBOX	EACH	2	\$ 235.00	\$ 470.00	\$ 500.00	\$ 1,000.00	\$ 300.00	\$ 600.00	\$ 100.00	\$ 200.00
46	TRI GEOGRID REINF T1	SQ YD	871	\$ 4.62	\$ 4,024.02	\$ 3.00	\$ 2,613.00	\$ 4.50	\$ 3,919.50	\$ 3.50	\$ 3,048.50
47	PART DEPTH PATCH SPL	SQ YD	150	\$ 72.15	\$ 10,822.50	\$ 45.00	\$ 6,750.00	\$ 97.00	\$ 14,550.00	\$ 85.00	\$ 12,750.00
48	EXPLOR TRENCH SPL	FOOT	100	\$ 7.65	\$ 765.00	\$ 50.00	\$ 5,000.00	\$ 75.00	\$ 7,500.00	\$ 100.00	\$ 10,000.00
49	TEMP ACCESS- PRIV ENT	EACH	4	\$ 366.62	\$ 1,466.48	\$ 500.00	\$ 2,000.00	\$ 180.00	\$ 720.00	\$ 600.00	\$ 2,400.00
50	TEMP ACCESS- ROAD	EACH	1	\$ 2,628.09	\$ 2,628.09	\$ 950.00	\$ 950.00	\$ 350.00	\$ 350.00	\$ 1,200.00	\$ 1,200.00
51	HMA SURF REM VAR DP	SQ YD	2,887	\$ 4.25	\$ 12,269.75	\$ 3.40	\$ 9,815.80	\$ 12.00	\$ 34,644.00	\$ 4.50	\$ 12,991.50
52	P UNDERDRAIN 4 MOD SP	FOOT	401	\$ 24.53	\$ 9,836.53	\$ 55.00	\$ 22,055.00	\$ 64.00	\$ 25,664.00	\$ 40.00	\$ 16,040.00
53	TRAF CONT & PROT SPL	L SUM	1	\$ 10,911.26	\$ 10,911.26	\$ 5,000.00	\$ 5,000.00	\$ 21,000.00	\$ 21,000.00	\$ 16,700.00	\$ 16,700.00
54	TEMP PAVT MKING REMOV	SQ FT	270	\$ 1.00	\$ 270.00	\$ 2.00	\$ 540.00	\$ 3.00	\$ 810.00	\$ 2.50	\$ 675.00
55	RELOC SIGN PANEL&POST	EACH	6	\$ 185.00	\$ 1,110.00	\$ 385.00	\$ 2,310.00	\$ 220.00	\$ 1,320.00	\$ 65.00	\$ 390.00
56	SS DI T1 10	FOOT	34	\$ 85.07	\$ 2,892.38	\$ 100.00	\$ 3,400.00	\$ 150.00	\$ 5,100.00	\$ 90.00	\$ 3,060.00
57	AGG DRVWAY REM & REPL	SQ YD	4	\$ 55.00	\$ 220.00	\$ 100.00	\$ 400.00	\$ 160.00	\$ 640.00	\$ 30.00	\$ 120.00
57	SS D I PIPE 4	FOOT	292	\$ 61.23	\$ 17,879.16	\$ 65.00	\$ 18,980.00	\$ 115.00	\$ 33,580.00	\$ 30.00	\$ 8,760.00
58	ALLOWANCE- ITEM ORDR BY ENG	UNIT	20,000	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00	\$ 1.00	\$ 20,000.00
59	HMA DRIVEWAY PAVT 2	SQ YD	120	\$ 110.00	\$ 13,200.00	\$ 25.00	\$ 3,000.00	\$ 46.00	\$ 5,520.00	\$ 45.00	\$ 5,400.00
60	UNDR CONNECT TO STR	EACH	1	\$ 933.89	\$ 933.89	\$ 500.00	\$ 500.00	\$ 800.00	\$ 800.00	\$ 650.00	\$ 650.00
	TOTAL BID (Items 1 - 60)				\$ 384,526.38		\$ 399,957.05		\$ 553,671.20		\$ 418,244.10

% BELOW/ABOVE ENGINEER'S ESTIMATE

-8.06%

-4.37%

32.38%



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

Agenda Item Number

New Business #8

Tracking Number

PW 2022-25

Agenda Item Summary Memo

Title: Kennedy and Mill Road Intersection Improvements – Construction Engineering Agreement

Meeting and Date: Public Works Committee – March 15, 2022

Synopsis: Kennedy Road and Mill Road Intersection Improvements – Construction Engineering Agreement

Council Action Previously Taken:

Date of Action: CC – 03/23/21 Action Taken: Approval of engineering agreement.

Item Number: PW 2021-14

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: March 10, 2022
Subject: Kennedy and Mill Road construction engineering agreement

Summary

Approval of a construction engineering agreement with EEI for the Kennedy and Mill Road intersection.

Background

This item was last discussed in March 2021 when the City Council approved a design engineering agreement for the Kennedy and Mill Road intersection. Since then, the project has been designed and bid out, and is up for discussion at the March PW meeting. Accordingly, EEI has prepared a construction engineering agreement for the City Council's consideration.

This contract is included in the FY 23 budget. The attached construction engineering agreement contains an estimated \$60,202 total value, which will be charged at hourly rates.

Recommendation

Staff recommends approval of a construction engineering agreement with EEI for the Kennedy and Mill Rd intersection.

**Kennedy Road and Mill Road Intersection Improvements
United City of Yorkville
Professional Services Agreement - Construction Engineering**

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

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the included Attachment B. Construction Engineering for all roadways indicated on Attachment E will be provided. Engineering will be in accordance with all City and Illinois Department of Transportation requirements.

B. Term:

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

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for as an Hourly Rate in the amount of \$60,202. The hourly rates for this project are shown in the attached 2022 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

ENGINEER agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. ENGINEER agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This

confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, ENGINEER agrees to return all such materials to the City. The City agrees not to modify any original documents produced by ENGINEER without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

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

taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attachments. Except for those terms included on the attachments, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of attachments are as follows:

- | | |
|----------------------|---|
| Attachment A: | Standard Terms and Conditions |
| Attachment B: | Scope of Services |
| Attachment C: | Estimated Level of Effort and Associated Cost |

*Kennedy Road and Mill Road Intersection Improvements
United City of Yorkville
Professional Services Agreement
Construction Engineering*

Attachment D: Anticipated Project Schedule
Attachment E: Location Map
Attachment F: 2022 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 _____, 2022.

United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

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

Jori Behland
City Clerk

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

Kennedy Road & Mill Road Intersection Improvements – Construction Engineering United City of Yorkville

Attachment A – Standard Terms & Conditions

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

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

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

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

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

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

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

Opinion of Probable Construction Costs: ENGINEER’S opinion of probable construction costs represents ENGINEER’S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor’s methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes

thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

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

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

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

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

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

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

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

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

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

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

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

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

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

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

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

Attachment B – Scope of Services
Kennedy Road and Mill Road Intersection Improvements
United City of Yorkville

The United City of Yorkville intends to widen and resurface Kennedy Road at Mill Road.

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

3.1 Construction Administration

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

3.2 Construction Layout and Record Drawings

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

3.3 Construction Observation and Documentation

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

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

- Rubino Engineering – Material Testing for Quality Assurance

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



Engineering Enterprises, Inc.

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

KENNEDY ROAD AND MILL ROAD INTERSECTION IMPROVEMENTS - CONSTRUCTION ENGINEERING
United City of Yorkville



Outstanding Service ~ Every Client ~ Every Day

WORK ITEM NO.	WORK ITEM	ENTITY:	ENGINEERING				SURVEYING			DRAFTING		ADMIN.	WORK ITEM HOUR SUMM.	COST PER ITEM
		PROJECT ROLE:	PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER II	PROJECT ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT TECHNICIAN II	CAD MANAGER	SENIOR PROJECT TECHNICIAN	ADMIN.		
		HOURLY RATE:	\$228	\$216	\$183	\$154	\$216	\$194	\$159	\$159	\$149	\$70		
CONSTRUCTION ENGINEERING														
3.1	Contract Administration		2	8	8			-	-	-	-	2	20	\$ 3,788
3.2	Construction Layout and Record Drawings		-	2	6	8	2	8	36	-	-	-	62	\$ 10,470
3.3	Observation and Documentation		2	4	8	255	-	-	-	-	-	-	269	\$ 42,054
Construction Engineering Subtotal:			4	14	22	263	2	8	36	-	-	2	351	\$ 56,312
PROJECT TOTAL:			4	14	22	263	2	8	36	-	-	2	351	\$ 56,312

DIRECT EXPENSES	
Printing =	\$ -
Vehicle Charge (\$65/day) =	\$ 1,950
Material Testing (Rubino) =	\$ 1,940
DIRECT EXPENSES =	\$ 3,890

LABOR SUMMARY	
Engineering Expenses =	\$ 48,464
Surveying Expenses =	\$ 7,708
Drafting Expenses =	\$ -
Administrative Expenses =	\$ 140
TOTAL LABOR EXPENSES =	\$ 56,312

TOTAL EXPENSES =	\$ 60,202
-------------------------	------------------

G:\Public\Yorkville\2020\YQ2043-P Kennedy and Mill Road Intersection Improvements\PS&I\Construction\4 - Attachment C - Fee Estimate_yq2043.xlsx\Fee Summary - construction only



Engineering Enterprises, Inc.

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



Outstanding Service ~ Every Client ~ Every Day

WORK ITEM NO.	WORK ITEM	Year:	2022																											
		Month:	March				April				May				June				July				August				September			
		Week Starting:	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
CONSTRUCTION ENGINEERING																														
3.1	Contract Administration																													
3.2	Constructing Layout																													
3.3	Observation and Documentation																													

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

600 300 0 600 Feet

Galena Rd

PROJECT LOCATION

Old Mill Rd

Mill Rd

Beresford Dr

Big Rock Blvd

Blissel Dr

Bailey Rd

Kennedy Rd

Legend



Old Mill Road



Mill Road Re-Alignment



Kennedy Road Improvement

Engineering Enterprises, Inc.

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



United City of Yorkville

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

DATE: FEBRUARY 2021
PROJECT NO.: YO2043
BY: MJT
PATH: H:\GIS\PUBLIC\YORKVILLE\2020\2020\YO2028_Attachment E.MXD
FILE: YO2028_Attachment E.MXD

KENNEDY ROAD AND MILL ROAD
INTERSECTION IMPROVEMENTS
ATTACHMENT E
LOCATION MAP





Standard Schedule of Charges

January 1, 2022

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$228.00
Principal	E-3	\$223.00
Senior Project Manager	E-2	\$216.00
Project Manager	E-1	\$194.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$183.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$170.00
Project Engineer/Planner/Surveyor	P-4	\$154.00
Senior Engineer/Planner/Surveyor	P-3	\$142.00
Engineer/Planner/Surveyor	P-2	\$129.00
Associate Engineer/Planner/Surveyor	P-1	\$116.00
Senior Project Technician II	T-6	\$159.00
Senior Project Technician I	T-5	\$149.00
Project Technician	T-4	\$139.00
Senior Technician	T-3	\$129.00
Technician	T-2	\$116.00
Associate Technician	T-1	\$102.00
GIS Technician	G-1	\$105.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Administrative Assistant	A-3	\$ 70.00

VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND 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		\$ 206.00
Expert Testimony		\$ 258.00



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

Agenda Item Number

New Business #9

Tracking Number

PW 2022-26

Agenda Item Summary Memo

Title: Fox Hill Subdivision Roadway Improvements – Pavement Condition Update

Meeting and Date: Public Works Committee – March 15, 2022

Synopsis: Update and Confirmation of Recommendations

Council Action Previously Taken:

Date of Action: CC – 06/08/21 Action Taken: Bid for Construction Awarded and Professional Services Agreement approved.

Item Number: CC 2021-33 & 34

Type of Vote Required: Majority

Council Action Requested: Approval of Recommendations

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: March 10, 2022
Subject: Fox Hill Sub. Roadway Improvements – Pavement Condition Update

Background

The City entered into an agreement with D Construction on June 18, 2021. A preconstruction conference was held on July 28, 2021. D commenced construction on August 26, 2021.

Discussion

During the placement of the final surface course, a situation involving low density tests, fractured aggregate in the pavement, and cosmetic defects led to the questioning of the quality of the new asphalt pavement. During the placement, the following conditions were observed:

- Quality control (D Construction) and quality assurance (Rubino Engineering) were recording low density readings.
- To compensate for the low-density readings, D Construction had started rolling the asphalt more than standard practice. Due to the increased numbers of passes, this led to some of the aggregate on the surface of the asphalt to fracture/break.
- In addition, cosmetic defects were found in the pavement including visible roller lines, uneven joints and centerlines, and uneven pavement.

The underlining concern with all the above is whether the issues would result in shortening the expected life of the pavement.

Conditions observed and subsequent testing and potential actions are summarized below:

<u>ISSUE</u>	<u>LEVEL OF TESTING POST CONSTRUCTION</u>	<u>CONCLUSION</u>
Low Density Readings	Density Cores	Non-Compliant, Within IDOT Tolerance
Fractured Aggregate	Asphalt Content (Density Cores)	Compliant
Cosmetic Defects	Surface Test and Visual Inspection	Deficient Items will be Addressed as Part of the Punchlist Process

Additionally, D Construction did not substantially complete work until after the completion date of October 29, 2021. Paving was completed by November 1, 2021 and installation of sod was completed by December 1, 2021. EEI and Public Works had recommended that D Construction complete the pavement striping and edge sealing in the spring due to the pavement issues and weather conditions.

The City may choose to collect liquidated damages for the work extending beyond the contract completion date. The calculation of those damages is as follows:

D Construction was notified that liquidated damages would begin to accrue on November 1, 2021. Work was completed 31 days after the contract completion date on December 1, 2021. At \$1,275 per calendar day past contract completion date, D Construction had accumulated a total of \$39,525 of liquidated damages.

Recommendations:

At this time EEI and Public Works are recommending the following actions:

1. Update the punchlist to include any noted deficiencies, plus the following:
 - a. Additional crack routing and filling to address centerline issues.
 - b. The milling of the uneven joint at Diehl and Cottonwood Trail.
 - c. The requirement of applying asphalt rejuvenator to the entire project.

With addressing the above, we feel this will mitigate the potential for shortening the life of the pavement.

2. Collect the calculated liquidated damages in the full amount of \$39,525.

Fox Hill Roadway Improvements Summary of Asphalt Core Findings

Density Testing

Six pavement cores were taken at five potential problematic locations throughout the subdivision. D Construction (QC) tested three cores and Rubino Engineering (QA) had tested the three other cores (30 total).

Core Location	D Construction (QC) Test Result	Rubino (QA) Test Result	Average	Spec. Minimum
1	92.5%	91.7%	92.1%	92.5%
2	92.3%	92.3%	92.3%	92.5%
3	93.0%	92.9%	93.0%	92.5%
4	92.0%	91.9%	92.0%	92.5%
5	91.6%	92.4%	92.0%	92.5%

The cores were at the lower end of compliance (92.5%-97.45 according to Art.1030.09) when passing, and non-compliant in most cases (7 out of 10 averages). Per discussion with IDOT, they do accept density readings in the range of 90%-91% without penalty.

Asphalt Content

Cores taken at locations 4 and 5 were used to perform an AC content test. The target AC content is 5.8% - 6.1%.

Core Location	D Construction (QC) Test Result	Rubino (QA) Test Result	Average	Spec. Minimum
4 & 5	5.9%	5.7%	5.8%	5.8%



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

Agenda Item Number

New Business #10

Tracking Number

PW 2022-27

Agenda Item Summary Memo

Title: Bucket Truck Price Increase

Meeting and Date: Public Works Committee – March 15, 2022

Synopsis: Chassis manufacturer price increase due to material cost increase and supply chain

Issues.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: March 2, 2022
Subject: Chassis price increase for bucket truck

Summary

Peterbilt is increasing the price of the chassis for our bucket truck that was approved by the Mayor and City Council and ordered On July 27, 2021.

Background

This is the same issue we had previously with our dump truck that is on order. The manufacturer is raising the price of the chassis to cover their increased costs due to material shortages and supply chain issues. There is a clause in the contract that allows them to raise the price without notice, which I have attached. This is the same clause as the other truck, so this was not a surprise. Luckily, the price increase on this model was not near as much as the other unit.

The previous chassis price was \$89,536 and the new price will be \$93,839 for an increase of \$4303. This will make the new purchase price \$234,961. I have attached the email from our Altec representative showing the increase in price.

This truck was ordered in FY22 knowing that we would not take delivery until late in FY23 and has been budgeted accordingly. This would be an increase to the proposed budget that has not been approved by council at the time of this memo.

Recommendation

I recommend approving the increase in price for bucket truck from \$230,658 to \$234,961 to account for the increase in the chassis price and to amend the proposed FY23 budget to reflect the increase.

Eric Dhuse

From: John Sleezer
Sent: Tuesday, February 15, 2022 8:09 AM
To: Eric Dhuse
Subject: Fwd: Peterbilt updated chassis price

Sent from my iPhone

Begin forwarded message:

From: Mark Finch <mark.finch@altec.com>
Date: February 15, 2022 at 7:55:29 AM CST
To: John Sleezer <jsleezer@yorkville.il.us>
Cc: toni.tribby@altec.com
Subject: Peterbilt updated chassis price

John,

Good to catch up the other day. Like we talked about this is the Model Year price change for the TA55 on order currently.

This run has been affected by the PACCAR Price Increase for MY2023.
Please see notes below for New Chassis Price.

Previous Chassis Price: \$ 89,536.00
New Chassis Price: \$ 93,839.00

Increase of \$4,303.00 total

Also the truck is scheduled to be completed as of today's schedule in April 2023.

Thanks

Mark Finch
Altec, Inc.
317-313-6145 cell
mark.finch@altec.com



Total Weight

11,690

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval

Dimensional and performance data for unpublished options may vary from that displayed in CRM

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, Administrator
Date: July 12, 2021
Subject: Bucket Truck Purchase

Summary

Staff is seeking permission to purchase a new bucket truck to replace our current unit. This is an unbudgeted expense that is necessitated by the condition of our current unit and the extended length of time it will take to build the new unit.

Background

After our current budget was approved, we found out that our bucket truck may not have as much time left as we thought. Our current truck is a 2006 Ford F550 with 76,629 miles on it and 5554 hours on the engine. Although the miles are relatively low for a diesel vehicle, the hours are fairly high since we have to run the motor when we run the bucket. This, along with age has caused our motor to weaken. Nothing catastrophic at this point, but if it does go, a new motor is almost \$23,000 to purchase and have it installed. This particular motor has known issues with engine trouble and have “bulletproofing” parts you can buy to extend the life of the truck. These parts can be anywhere from \$2000-\$5000 plus the labor to install them which can be \$2000 or more. Our truck has been serviced its entire life by a professional diesel mechanic and we have followed their recommendations along the way, so no replacement parts are necessary at this time, but the mechanics are the ones that told us that we should start thinking about a new unit. Currently our truck is only worth \$8500 as a trade in on a new vehicle from our Altec dealer, so putting \$4000-\$7000 into the motor hoping that it limps it along for another few years doesn’t seem like the best solution. Instead, I feel it is best to order one now and do the bare minimum that needs to be done to keep our current truck running and safe.

In addition to the engine problems, our truck no longer suits all of our needs. This truck can change all our residential streetlights, but it cannot change bulbs or work on any of the decorative streetlights on Bridge St., or at any new traffic signal lighting. These lights are much taller than normal streetlights and we can no longer reach them. We did have a local electrician that we used to change these for a reasonable price, but he has since retired and is no longer performing this work.

Finally, our current bucket truck is not a material handling truck. For us that means we cannot set our own streetlight poles with our current truck. At this time, we are using the backhoe and the sewer department crane truck to set 24’35’ concrete light poles. This works but is hard on both machines and can damage the concrete poles very easily.

We reached out to our local Altec dealer to get an idea of what to expect when ordering a new unit and they shocked us when they said it could but up to 600+ days, but more than likely closer to 400 days. With this kind of lead time, we should commit to purchasing the truck now in order to take delivery of the unit next fiscal year. The dealer stated that if we committed now, we would not have to pay any money until we take delivery of the unit. The normal process is to

pay for the chassis up front and then the balance when the unit is delivered. By delaying the chassis cost until the end, it allows us to purchase the unit entirely in next fiscal year.

Recommendation

I recommend that we commit to purchase an Articulating Telescopic Aerial Device with Material Handling capabilities model TA60, mounted on a Peterbilt model 548 chassis from Altec Industries through Sourcewell Contract 02418-ALT. The total cost for this truck and equipment should not exceed \$230,658. This purchase will be committed to now, but not executed until sometime in FY 23. Since we used a Sourcewell contract and did not solicit sealed bids, this will require a super-majority vote of the city council.



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

Agenda Item Number

New Business #11

Tracking Number

PW 2022-28

Agenda Item Summary Memo

Title: Fiscal Year 2023 Budget Proposal

Meeting and Date: Public Works Committee – March 15, 2022

Synopsis: A verbal discussion will take place at the meeting.

Council Action Previously Taken:

Date of Action: CC – 03/08/22 Action Taken: Public Hearing was held

Item Number: CC 2022-09

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:

FY 23 Proposed Budget Link - <https://www.yorkville.il.us/ArchiveCenter/ViewFile/Item/4453>



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 checked="" type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #12

Tracking Number

PW 2022-29

Agenda Item Summary Memo

Title: Invitation to Bid Award for Street Light Heads, Arms and Poles.

Meeting and Date: Public Works Committee – March 15, 2022

Synopsis: Discussion of the Invitation to Bid results from the Street Light Heads, Arms, and Poles.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Shanel Gayle Purchasing
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
Shanel Gayle, Purchasing Manager
CC: Bart Olson, Administrator
Date: March 15, 2022
Subject: Invitation to Bid Award for Street Light Heads, Arms, and Poles

Summary

Discussion of the Invitation to Bid results from the Street Light Heads, Arms, and Poles Purchase.

Background

On February 11, 2022, staff released an Invitation to Bid for Street Light Heads, Arms, and Poles purchase for the Public Works Department to install 25 streetlights in the Fox Hill Subdivision. This will be the first phase of street light installation; the second phase will be in FY23 with installation of another 25 streetlights. The bids were opened on February 25, 2022, with four bid submittals. The prospective awardee is Amperage Electrical Supply, located in Roselle, Illinois, with the bid amount of \$80,534.00, \$5,000 under the budgeted amount. Production Distribution, located in Chicago, Illinois, submitted the lowest bid of \$66,871.75. Production Distribution's specifications for the light pole alternates were deemed unacceptable, as they provided a pole brand and spec that were not what was requested. The lead time on light poles is at 12-19 weeks from date of order. Currently, the Public Works Department intends to begin streetlight replacement projects as soon as materials are available.

Recommendation

Staff recommends authorizing the contract for the materials purchase for Street Light Heads, Arms and Poles with Amperage Electrical Supply, of Roselle, Illinois in an amount not to exceed \$80,534.00.

Attachments

- Resolution
- Exhibit A – Amperage Electrical Supply Contract
- Exhibit B – Bid Tabulation

Resolution No. 2022-_____

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS,
AUTHORIZING A CONTRACT FOR STREET LIGHT HEADS, ARMS, AND POLES
WITH AMPERAGE ELECTRICAL SUPPLY, ROSELLE, ILLINOIS IN THE AMOUNT
NOT TO EXCEED \$80,534.00.**

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

WHEREAS, the City has heretofore solicited an Invitation to Bid for the Street Light Heads, Arms and Poles (“Materials”); and

WHEREAS, the City reviewed all responses and found Amperage Electrical Supply of Roselle, Illinois (the “Supplier”) to be the lowest responsible bidder for said Materials and is prepared to award the Supplier the Contract for said Materials, in the form attached hereto, as hereinafter provided.

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

Section 1. That the *CONTRACT FOR STREET LIGHT HEADS, ARMS, AND POLES* by and between the City and Amperage Electrical Supply, attached hereto and made a part hereof by reference as Exhibit A, be and is hereby approved, and John Purcell, Mayor, and Jori Behland, City Clerk, be and are hereby authorized to execute said Contract on behalf of the United City of Yorkville.

Section 2. Each section, clause, and provision of this Resolution shall be considered as separable, and the invalidity of one or more shall not have any effect upon the validity of other sections, clauses, or provisions of this Resolution

Section 3. That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this
____ day of _____, A.D. 2022.

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

JASON PETERSON _____

APPROVED by me, as Mayor of the United City of Yorkville, Kendall County, Illinois
this ____ day of _____, A.D. 2022.

MAYOR

Attest:

CITY CLERK

**UNITED CITY OF YORKVILLE
800 GAME FARM ROAD
YORKVILLE, ILLINOIS 60560**

CONTRACT

THIS CONTRACT made this _____ day of _____, 2022, by and between the United City of Yorkville, an Illinois municipal corporation hereinafter called the “City” and _____ located at _____ hereinafter called the Supplier””.

WITNESSETH:

WHEREAS, the City has heretofore issued an Invitation to Bid for Street Light Heads, Arms and Poles in such numbers and specifications as provided therein (the “materials”); and

WHEREAS, after a review of all of the responses to the Invitation to Bid, the City has found that the Supplier is the lowest responsible bidder for said materials and therefore, the City is prepared to award the Supplier this Contract for the Materials.

NOW, THEREFORE, for and in consideration of their mutual promises and agreements, the parties hereto do hereby agree as follows:

1. The Supplier agrees to furnish all materials, supplies, tools, and equipment as specified in the Invitation to Bid for Street Light Heads, Arms and Poles, General Conditions, Special Conditions, Specifications and Plans with such conditions and prices as submitted by the Supplier in the Bid Proposal, Bid Cost Sheet and Detailed Exception Sheet all of which are made a part hereof and herein called the “Contract Documents”.
2. The City will pay the Supplier in the amounts, manner and at times as set forth in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract as of the day and year first above written:

UNITED CITY OF YORKVILLE

By: _____
Mayor

Attest:

City Clerk

BIDDER:

By: James Bloch
Signature

James Bloch Sales
Print Name and Title

Attest:

* Megan Kuska
Witness

Tabulation Sheet

Agency Name United City of Yorkville

Bid Number ITB-22-6010-001-0-2022/SW

Bid Name Street Light Heads, Arms, and Poles

Bid Due Date 02/25/2022 10:00:00 Central

Bid Opening **Closed**

4 responses found. ✓ online,  offline, ● not submitting,  not received

Company		Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete								
1	Amperage Electric	02/24/2022 16:14:34 Central	359 West Irving Park Road, Roselle, IL, 60172	\$80534.4400	0.0000		Completed Supplier Response w/any required forms ✓	
2	Graybar	02/24/2022 15:53:51 Central	900 Regency Drive, Glendale Heights, IL, 60139	\$83961.5000	0.0000		Completed Supplier Response w/any required forms ✓	
3	production distribution	02/25/2022 09:03:28 Central	9511 S DORCHESTER AVE, Chicago, IL, 60628	\$66871.7500	66871.7500		Completed Supplier Response w/any required forms ✓	
4	Tiles in Style, Ilc	02/24/2022 15:41:25 Central	16940 Vincennes Ave, 16940 Vincennes Ave, South Holland, IL, 60473	\$180150.0000	0.0000		Completed Supplier Response w/any required forms ✓	



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

Agenda Item Number

New business #13

Tracking Number

PW 2022-30

Agenda Item Summary Memo

Title: Discussion of Wyland National Mayors Challenge for Conservation

Meeting and Date: Public Works Committee – March 15, 2022

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

Council Action Previously Taken:

Date of Action: CC – 03/23/21 Action Taken: Approved Resolution supporting Wyland Mayors Challenge for Conservation

Item Number: PW 2021-20

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Erin Willrett Administration
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Erin Willrett, Assistant City Administrator
CC: Bart Olson, City Administrator
Date: March 15, 2022
Subject: Wyland National Mayors Challenge for Conservation

Summary

Continue participation in a national program to challenge the residents to conserve water, energy and other natural resources.

Background

Once again, the Wyland Foundation, in partnership with the National League of Cities and the U.S. Environmental Protection Agency, invited the United City of Yorkville to participate in the 11th annual National Mayor's Challenge for Water Conservation. The commitment from the City to participate is as simple as drafting the statement of support below. There is no cost to the City. There were several items that were sent out to market this program in 2018, 2019 and 2020. Yorkville placed 5th in 2018, in 2019, Yorkville placed 13th in 2020 Yorkville placed 8th and in 2021 Yorkville placed 18th in the 5,000-29,999 population category nation-wide!

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

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

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

is no further commitment and no additional information that is needed from the residents other than those listed above.

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

Recommendation

While not a requirement to participate in the program, staff recommends an acknowledgment by the City Council in the attached Resolution for support of the statement above and participation in marketing the program.

Resolution No. 2022-_____

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

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

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

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

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

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

WHEREAS, from April 1- 30, 2022, the City of Yorkville wishes to inspire its residents and its neighboring communities to take the "Wyland Mayor's Challenge for Water Conservation" by making a series of online pledges at mywaterpledge.com to reduce their impact on the environment and to see immediate savings in their water, trash, and electricity bills;

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

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

Section 2: That the program is to be implemented from April 1- 30, 2022, through a series of communication and outreach strategies, whether new or existing, to encourage Yorkville residents to take the conservation "Challenge."

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

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2022.

City Clerk

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVER TARULIS _____

JASON PETERSON _____

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this ____ day of _____, A.D. 2022.

Mayor