



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, May 17, 2022

6:00 p.m.

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

Citizen Comments:

Minutes for Correction/Approval: March 15, 2022

New Business:

1. PW 2022-31 Snow Operations Report
2. PW 2022-32 Water Department Reports for March and April 2022
3. PW 2022-33 Capital Improvement Projects Update
4. PW 2022-34 Quarterly Bond and Letter of Credit Reduction Summary
5. PW 2022-35 Timber Ridge Street Name Changes
6. PW 2022-36 Lead Service Line Replacement Overview
7. PW 2022-37 Lake Michigan/DuPage Water Commission Preliminary Engineering Agreement
8. PW 2022-38 Bristol Ridge Road Phase III Request for Quote Recommendation and Construction Engineering Agreement
9. PW 2022-39 Resolution Authorizing the City's Share of Construction & Construction Engineering Costs for the Roadway Improvement of the Bristol Ridge Road Resurfacing Project
10. PW 2022-40 Prairie Pointe Site Improvements – Bid Award
11. PW 2022-41 Public Works Facility – Interim Space Needs
12. PW 2022-42 Vehicle and Equipment Purchases
13. PW 2022-43 Resolution Approving an Amendment to the Mailbox Standards and Replacement Policy
14. PW 2022-44 Park and Freemont Street Stop Sign
15. PW 2022-45 Supplemental MFT Resolution for Bulk Rock Salt
16. PW 2022-46 Leak Detection Survey Proposal

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, May 17, 2022
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. March 15, 2022

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

NEW BUSINESS:

1. PW 2022-31 Snow Operations Report

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

2. PW 2022-32 Water Department Reports for March and April 2022

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

3. PW 2022-33 Capital Improvement Projects Update

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

4. PW 2022-34 Quarterly Bond and Letter of Credit Reduction Summary

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

5. PW 2022-35 Timber Ridge Street Name Changes

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

6. PW 2022-36 Lead Service Line Replacement Overview

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

7. PW 2022-37 Lake Michigan/DuPage Water Commission Preliminary Engineering Agreement

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

8. PW 2022-38 Bristol Ridge Road Phase III Request for Quote Recommendation and Construction Engineering Agreement

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

9. PW 2022-39 Resolution Authorizing the City's Share of Construction & Construction Engineering Costs for the Roadway Improvement of the Bristol Ridge Road Resurfacing Project

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

10. PW 2022-40 Prairie Pointe Site Improvements – Bid Award

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

11. PW 2022-41 Public Works Facility – Interim Space Needs

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

12. PW 2022-42 Vehicle and Equipment Purchases

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

13. PW 2022-43 Resolution Approving an Amendment to the Mailbox Standards and Replacement Policy

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

14. PW 2022-44 Park and Freemont Street Stop Sign

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

15. PW 2022-45 Supplemental MFT Resolution for Bulk Rock Salt

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

16. PW 2022-46 Leak Detection Survey Proposal

☐ 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 – March 15, 2022

Meeting and Date: Public Works Committee – May 17, 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, March 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 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 Jason Peterson

Other City Officials

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

Other Guests:

Nadia Schweisthal, EEI

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

Citizen Comments: None

Previous Meeting Minutes: February 15, 2022

Alderman Jason Peterson was absent at the February meeting, not Seaver Tarulis as noted. The minutes were then approved with this correction.

New Business:

1. PW 2022-18 Snow Operations Report

Mr. Dhuse reported 2 snow events over 3 days, but he said it was an average winter overall. Two trucks are now back from Indiana after repairs.

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

Director Dhuse said these are the normal reports required by IEPA. In February there were 5 water breaks or leaks and 7-8 have occurred already this year. All water samples passed. This moves to the Council consent agenda.

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

Engineer Sanderson said there were 3 bids. The low bidder was Geneva Construction in the amount of \$1,409,944 and staff recommends awarding the project to them. He said there is a FY23 budget impact

statement from Rob Fredrickson in the packet indicating the bid came in over budget. He said there are 2 options and he recommended doing E. Main St. and only half of Fox Road. Mr. Olson commented that the project would either have to be funded through another method or reduce the scope. He said \$600,000 was budgeted, but the cost will be \$300,000 spread over 2 years. The committee agreed to move forward with Mr. Sanderson's recommendation.

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

Mr. Olson said this is the construction agreement for the above item and is budgeted at \$99,000. He recommended approving it with EEI. The committee was OK with this and it will move to the regular Council agenda.

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

Mr. Sanderson said bids were taken on March 4 with 8 bidders. This project will replace old water main on E. Main, do roadwork and sidewalk replacement. He detailed the amount of money for each project and said the low bidder was Holiday Sewer and Water from Wauconda. He said they have done other municipal projects with positive comments. The project amount is \$1,111,222.33 and he recommended awarding the project to them. This moves forward to the regular Council agenda.

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

Mr. Olson said the agreement value is \$106,000 and is also with EEI. He recommended approval and the Committee agreed to move it forward to the City Council.

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

Bids were taken for the improvements at the intersection and at the park entrance at this location. This project will be done one construction season ahead of the county project at Galena and Kennedy. Geneva Construction was the low bidder at \$384,526.38 and this will move forward to the consent agenda.

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

This bid was \$60,202 and Mr. Olson recommended proceeding with EEI. This also moves to the Council consent agenda.

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

Mr. Sanderson said last fall there was a push for D Construction to complete this work prior to the completion date. The contract was awarded early June and work was not started until August. Mr. Dhuse added that D Construction was asked several times when the project would begin. The first issue was a problem with low density of the final surface and the aggregate degraded. A second issue was the workmanship was not the best due to hurried work and consequently there are concerns for asphalt life expectancy. Tests were done during the winter and findings were either right at density or slightly below. The asphalt content was in compliance. The third issue was the cosmetic effect. A couple areas were very apparent showing bumps and center line joint issues and were they were added to the punchlist. D Construction was asked to complete all work by November 1st, but did not complete until early December. Mr. Sanderson said the city could charge the construction company with penalties up to \$39,000.

Recommendations were made by Mr. Sanderson: Update the punchlist, inspect the project and have the issues repaired at their expense. The second recommendation is to also apply an asphalt rejuvenator on the whole project to mitigate loss of pavement. A third recommendation is to collect damages since the contract was not met.

In response to a query by Alderman Koch about D Construction's reaction to these requests, Mr. Sanderson said they may do a counter offer. He said preservation costs are about \$30,000-\$40,000. Chairman Marek asked how many concerns were raised by residents of Fox Hill and Mr. Olson replied that multiple concerns were voiced. Chairman Marek said this will move forward based on recommendations and complaints, to the regular

agenda for the full Council.

10. PW 2022-27 Bucket Truck Price Increase

Director Dhuse said a price increase of \$4,303 has been passed along on a double axle bucket truck from Peterbilt. He added there will be a dump truck price increase coming to City Council next week. Mr. Dhuse said a bucket truck will be delivered in April of next year. This moves to the consent agenda.

11. PW 2022-28 Fiscal Year 2023 Budget Proposal

Mr. Olson asked the committee for any budget questions regarding sewer/water or other. Alderman Koch asked if there could be a discussion at the next Council meeting regarding Oswego's real estate transfer tax proposal. Mr. Olson summarized this tax as a means of increasing revenue for the upcoming water project. Mr. Plocher expressed reservations for Yorkville citizens approving this on a referendum.

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

Mr. Dhuse said this is a budgeted item for replacement of street lights in Fox Hill, part of a 3-year program. He said the steel is failing at the bottom of the poles and one fell over. Most were installed in 1993. He said Public Works will do this project but the poles will not be here until June. Mr. Olson noted that a lower bidder did not quote the specs and they were disqualified. The replacements will be all LED lights. This will move forward to the regular agenda.

13. PW 2022-30 Resolution in Support of the "Wyland Mayor's Challenge for Water Conservation"

Ms. Willrett said this is the fifth year the city has participated in this challenge. She said the city has ranked as high as 5th place nationally and last year went to 18th place. It is an on-line promotion and data is entered into a website to participate. Information about the challenge will be placed on social media. It was noted that underground tanks, rain barrels or other means are used by citizens to channel rainwater. Chairman Marek asked what 18th place was based on and Ms. Willrett said it is based on citizens meeting their goals for the month. This will move to the consent agenda.

Old Business: None

Additional Business:

Since the city will be replacing street lights in Fox Hill, Alderman Koch asked if the city could install a light at Tuma Rd. Mr. Olson replied it would need to be a much larger light and would need to be permitted through IDOT with permission from Bristol Township. Mr. Dhuse said he would again forward the information to ComEd that a light is needed. In another matter, Mr. Koch asked if the tree stumps at Coach & Windett will be removed. Mr. Dhuse said the sidewalk that needs adjustment will need to be taken out and then the stumps will be removed.

Chairman Marek asked about the transition to the new garbage service April 1st and if there is another method besides social media where information will be posted. Mr. Olson replied that Groot will be using postcards, hangcards and other methods to inform citizens.

There was no further business and the meeting was adjourned at 6:51pm.

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 checked="" 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 2022-31

Agenda Item Summary Memo

Title: Snow Operations Report

Meeting and Date: Public Works Committee – May 17, 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

Snow Operations Salt and Brine Data									
Snow Event Date		12/28 - 3/10					Set to		
Date of Recording		3/14/2022					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	1511	12	467	268643	576	358	1640	15	134
R2-#27	499	10	176	99893	566	1	0	1	50
R3-#10	725	13	345	162390	471	0	0	0	81
R4-#13	1083	9	451	306191	680	110	404	0	153
R5-#23	1056	12	618	264329	428	200	578	0	132
R6-#18	831	10	431	226448	525	271	1150	4	113
R7-#28	478	4	223	86641	388	136	496	0	43
R8-#22	1391	7	436	258383	593	81	323	0	135
R9-#11	1341	8	503	275673	548	245	1530	20	138
R7-#3	834		416	259400	624				130
R7-#14	834		416	259400	624				130
R6-#6	855		416	265400	638				133
R3-#19	750		380	236000	621				118
Total	12188	9	3650	2968791	560	1402	6121	8	1490
Out of Service									
Estimated. Small trucks not equipped with recording hardware.									

Another item of note would be the amount of trucks that were out of service. We had two trucks, Y27 and Y28, out of service for most of the winter. These were the trucks that were being rehabbed and the body manufacturer could not get the boxes from their supplier. In addition to those trucks, Y10 gave us fits all year. This is the truck that is being replaced with the truck we have had on order since March of 2021. The recording system does not work all the time, the brine pump does not work any longer, and is obsolete. We also had to repair an exhaust leak to keep our drivers safe. The other truck to give us problems was Y13. This truck is being replaced in this year's budget, which is not soon enough. Towards the end of the season, the rear differential blew apart which cost us approximately \$6000 to repair. Unfortunately, we will need to use this truck again next season while we wait for our new truck to be built. We will continue to repair as needed to try and keep a full fleet on the road.

A huge positive note was the addition of 4 employees to assist with winter operations. We were able to hire 2 street department employees, 1 building maintenance employee, and 1 parks department employee. The addition of these employees was a tremendous help to our snow removal efforts. These employees assisted on routes and performed snow removal in parking lots to gain experience. We will be giving them more responsibilities next season to be able to assist in a larger role making our overall snow removal efforts more efficient.

Lastly, please note that our fleet of small dump trucks are only estimates. We calibrate them in the fall, but to change the rate, we only have a chute adjustment and the engine rpms. These adjustments are estimates at best, but its all we have at this time. In the end, our total amount of salt used agrees with what we ordered compared to what we have left in the bins.

Looking ahead to next year, I am hesitantly positive. We should have a new truck to replace Y10, and we will start the season with a full fleet including 6 new pickup trucks from the

street, water and parks department. The addition of new, reliable vehicles should make the plowing season more efficient and less costly.

Recommendation

This is an informational item.



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

Agenda Item Number

New Business #2

Tracking Number

PW 2022-32

Agenda Item Summary Memo

Title: Water Department Reports for March – April 2022

Meeting and Date: Public Works Committee – May 17, 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

March
2022
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1386	664	382	4,041,000
7	1527	1125	379	9,082,000
8	1384	840	540	17,804,000
9	1368	861	507	17,421,000
TOTAL PUMPED				48,348,000

CURRENT MONTH'S PUMPAGE IS 2,119,600 GALLONS **MORE THAN LAST MONTH**

1,496,900 GALLONS **LESS THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,559,613 GALLONS

DAILY MAXIMUM PUMPED: 2,241,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 72.43 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: 0.75 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 27 NUMBER OF LEAKS OR BREAKS REPAIRED: 2

MXU'S: 8 BATTERIES REPLACED:

NEW CUSTOMERS:

RESIDENTIAL: 35 COMMERCIAL: 0 INDUSTRIAL/GOVERNMENTAL:

COMMENTS:



United City of Yorkville

WATER DEPARTMENT REPORT

April
2022
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1386	664	382	0
7	1527	1125	356	11,480,400
8	1384	840	541	20,056,000
9	1368	861	505	16,771,000
TOTAL PUMPED				48,297,400

CURRENT MONTH'S PUMPAGE IS 50,600 GALLONS **LESS THAN LAST MONTH**

4,600,000 GALLONS **LESS THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,609,913 GALLONS

DAILY MAXIMUM PUMPED: 1,970,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 75.13 GALLONS

WATER TREATMENT:

CHLORINE: 1181 LBS. FED CALCULATED CONCENTRATION: 3.06 MG/L
FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: 0.75 MG/L
POLYPHOSPHATE: 1066 LBS. FED CALCULATED CONCENTRATION: 0.85 MG/L

WATER QUALITY:

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

FLOURIDE: 3 SAMPLE(S) TAKEN CONCENTRATION: 0.75 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 16 NUMBER OF LEAKS OR BREAKS REPAIRED:

MXU'S: 17 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 type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #3

Tracking Number

PW 2022-33

Agenda Item Summary Memo

Title: Capital Project Update

Meeting and Date: Public Works Committee – May 17, 2022

Synopsis: Status Update

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: None

Submitted by: Brad Sanderson
Name Department

Agenda Item Notes:



Memorandum

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

Date: April 11, 2022
Subject: Capital Improvement Projects Update

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

Construction Projects

2021 RTBR Program

The contractor is substantially complete. Restoration to be monitored in the spring.

Mill Road Reconstruction

D Construction plans to begin work again on April 25th. All work is to be completed by May 20th.

Elizabeth and Appletree Court Water Main Improvements

The contractor is substantially complete. Restoration to be monitored in the spring.

Fox Hill Improvements (Rebuild Illinois)

The contractor is substantially complete. Striping and edge sealing to be completed in the spring and restoration to be monitored in the spring. Other punchlist repairs will also be completed this spring.

2021 Sidewalk Replacement

The contractor is substantially complete. Restoration to be monitored in the spring.

Beaver Street BPS Generator

There have been delays in the VFD's due to supply chain issues. We are now anticipating a June delivery.

Well No. 4 Rehabilitation

Rehabilitation has begun. The contractor is planning to re-install the equipment the week of May 16th.

2022 RTBR Program

Contract has been awarded to Geneva Construction. Work is expected to start in May and to be substantially complete by mid-August.

E. Main Street Improvements

Contract has been awarded to Holiday Sewer & Water. Work is expected to start in May and to be substantially complete by mid-August.

Kennedy and Mill Road Intersection Improvements

Contract has been awarded to Geneva Construction. Work is expected to start in early June and to be complete by August 19th.

North Central EWST Rehabilitation

Contract has been awarded to Jetco. Work is expected to start in August and to be completed by October 31st.

Planning/Design Projects

Bristol Ridge Road LAFO

Design engineering has commenced. We are targeting a June IDOT letting. It is anticipated that work will be completed this fall.

Well No. 7 Rehabilitation

Design engineering has commenced.

Corneils Road Interceptor

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



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

Agenda Item Number

New Business #4

Tracking Number

PW 2022-34

Agenda Item Summary Memo

Title: Bond/LOC Reduction Summary – March 31, 2022

Meeting and Date: Public Works Committee – May 17, 2022

Synopsis: Informational

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: April 11, 2022
Subject: 2022 Bond/LOC Reduction Summary – To Date

Please see the attached reduction summary through March 31, 2022. If you have any questions, please let me know.

2022 Bond and Letter of Credit Reduction Report

Date	Development/Project	Engineer Concurrence	City Administrator Concurrence	Mayor Concurrence	Reduction	Final Release	Reduction Value	Remaining Balance
2/3/2022	Grande Reserve - Unit 12	X	X		X		\$ 76,124.00	\$ 60,400.00
2/3/2022	Grande Reserve - Unit 15	X	X		X		\$ 121,413.00	\$ 142,800.00
2/3/2022	Grande Reserve - Unit 22	X	X		X		\$ 38,434.00	\$ 117,200.00
2/14/2022	Heartland Meadows	X	X		X		\$ 71,688.10	\$ 255,065.90
2/22/2022	Grande Reserve - Unit 13	X	X		X		\$ 123,062.00	\$ 87,600.00
2/22/2022	Grande Reserve - Unit 14	X	X		X		\$ 176,242.00	\$ 125,600.00



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 2022-35

Agenda Item Summary Memo

Title: Timber Ridge (formerly Kendallwood Estates) – Street Name Change

Meeting and Date: Public Works Committee – May 17, 2022

Synopsis: Potential Street Name Change

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Street Name Change

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
Krysti Barksdale-Noble, Community Development Director

Date: April 7, 2022
Subject: Timber Ridge (formerly Kendallwood Estates) – Street Name Change

Rally Homes has made a request to the City to rename the streets within Timber Ridge subdivision (formerly known as Kendallwood Estates)

Current Street Name	Proposed Street Name
Benjamin Street	Timber Oak Lane
Cul-de-sac at the end of Benjamin Street	Timber Oak Court
Buhrmaster Court	Alder Court
Rodak Street	Juniper Lane
Tomasik Court	Ash Court
Dydyna Court	Cherry Court
Bator Street	Pine Road

The proposed changes have been reviewed with Kendall County GIS.

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



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Engineering Enterprises, Inc.



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



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

DATE: MARCH 2022
PROJECT NO.: YO2130
BY: MJT
PATH: H:\GIS\PUBLIC\YORKVILLE\2021\1
FILE: YO2130_Kendall Wood Estates Fire Flow.MXD

TIMBER RIDGE ADDRESS LOCATION MAP





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

Agenda Item Number

New Business #6

Tracking Number

PW 2022-36

Agenda Item Summary Memo

Title: Presentation on Lead Water Service Lines

Meeting and Date: Public Works Committee – May 17, 2022

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



INTRODUCTION TO LEAD WATER SERVICE LINES

United City of Yorkville
Public Works Committee
May 17, 2022



Agenda

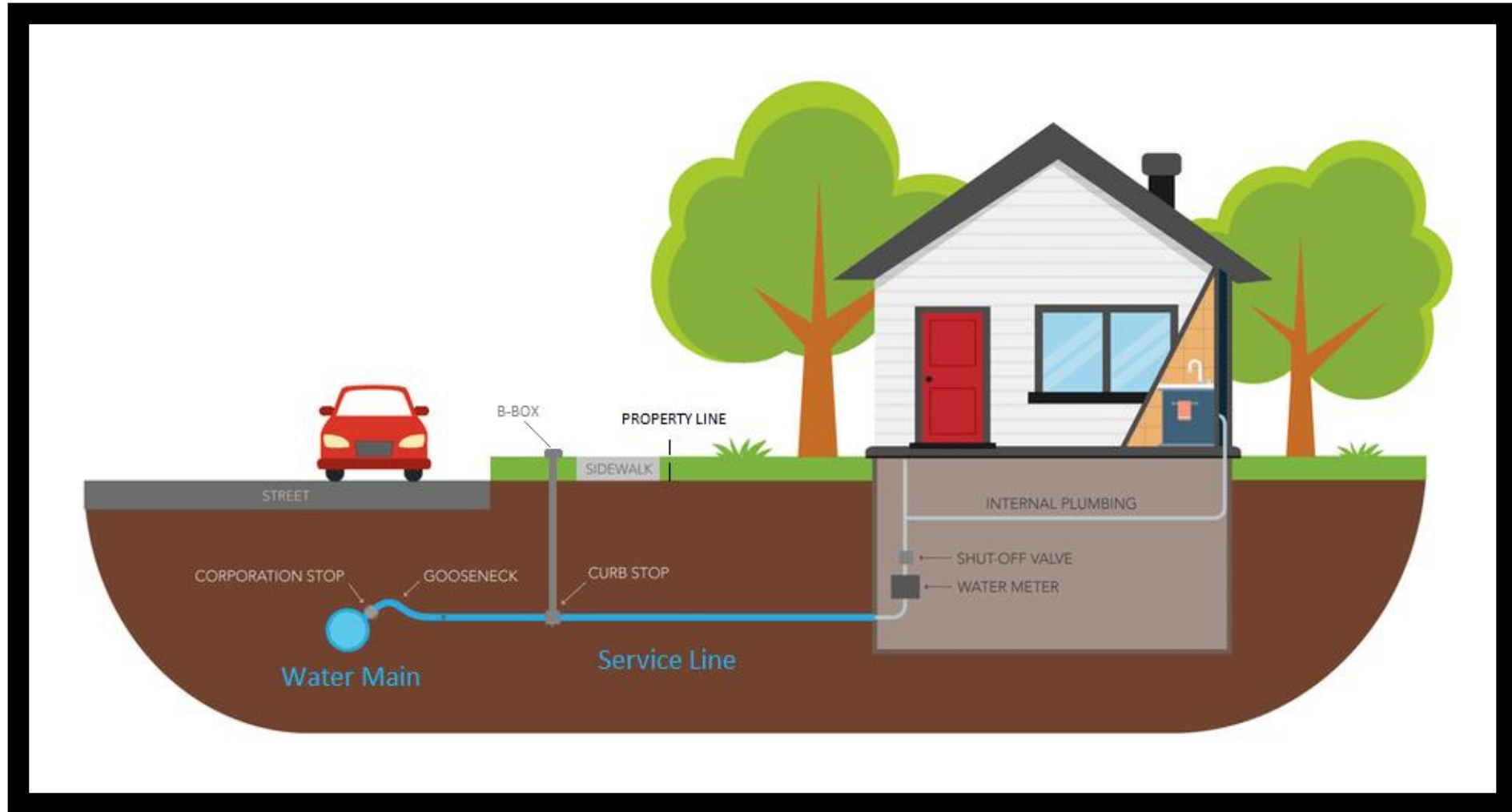
1. Background
2. Current & Pending Rules
3. Roadmap to Compliance
4. No Partial Replacements
5. Material Inventory
6. LSLR Plan
7. Funding
8. Recommendations/Next Steps
9. Q & A



BACKGROUND



TYPICAL WATER SERVICE LINE



Source: <https://www.lslr-collaborative.org/intro-to-lsl-replacement.html>

History of Lead in Water Services

- Lead pipes widely used up to late 1980's
- 1986 – Safe Drinking Water Act bans the use of lead pipes
- 1991 – EPA publishes the Lead and Copper Rule (LCR)
 - 2007 – EPA publishes revisions to LCR
 - 2021 – EPA considers long-term revisions to LCR



RULEMAKING



Illinois (IEPA)

- Illinois Lead Service Line Replacement & Notification Act
 - Bans Partial LSLR
 - Complete Material Inventories
 - LSLR Plan & Replacement Goals
 - Notification Requirements

Federal (USEPA)

- Lead & Copper Rule Revisions
 - Sets Action Levels
 - Water Quality Monitoring
 - Corrosion Control Treatment
 - Find-and-Fix
 - LSL Inventory & LSLR Plan
 - Outreach

ILLINOIS LEAD SERVICE LINE REPLACEMENT & NOTIFICATION ACT

- Public Act 102-0613 passed
August 27, 2021
- Effective Date: Jan. 1, 2022

Goal: Protect public health by addressing the estimated 680,000 lead-based service lines in Illinois.



ACT HIGHLIGHTS

LSL Inventories



LSLR Plan



No Partial LSLR



Notifications



Funding



NO PARTIAL LSLR?

WHAT IF A PROPERTY OWNER REFUSES?



**PROVIDE OWNER
WITH REQUIRED
NOTIFICATION(S)**



**OWNER SIGNS
WAIVER**



**DOCUMENT
REFUSAL &
REMAINING
LEAD**



ILLINOIS LEAD SERVICE LINE REPLACEMENT AND NOTIFICATION ACT

ROADMAP TO COMPLIANCE

LEGEND

LSLR - Lead Service Line Replacement

CWS - Community Water Supply

Material Inventory

LSLR Plan

General Milestones



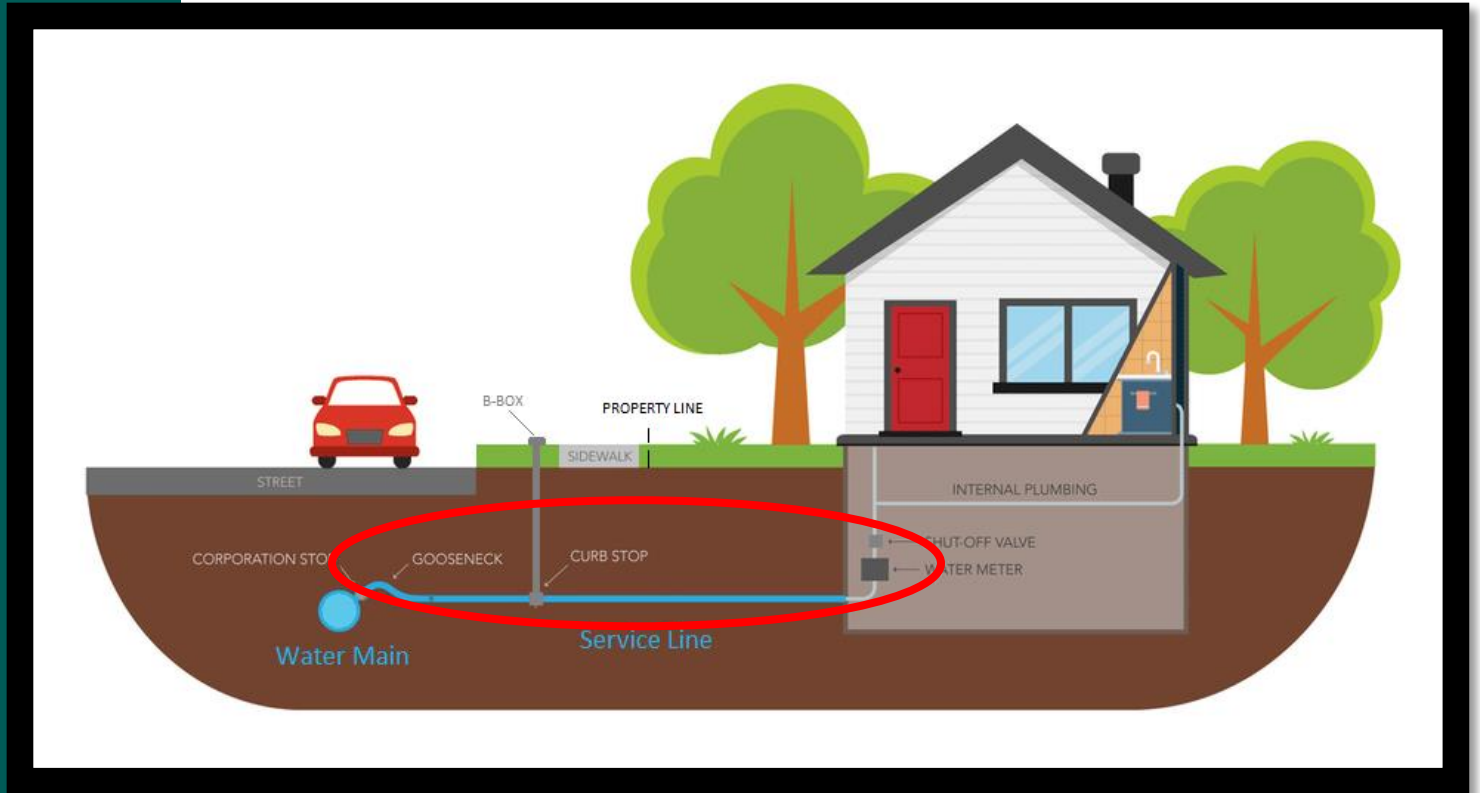
Replacement Schedule

NUMBER OF LEAD SERVICE LINES REPORTED ON APRIL 15, 2027	TIMELINE FOR COMPLETION	ANNUAL REPLACEMENT RATE
1,200 OR FEWER	15 YEARS	7%
1,200 – 4,999	17 YEARS	6%
5,000 – 9,999	20 YEARS	5%
10,000 – 99,999	34 YEARS	3%
≥ 100,000	50 YEARS	2%



No Partial Replacements

- Once disturbed, a lead service line must be replaced in its entirety
- Added responsibility for Municipality to notify homeowners
- Requires coordination & signoff from homeowner



Applies to emergency repairs, planned construction, and customer-initiated LSLR.



WATER SERVICE LINE MATERIAL INVENTORY



APRIL 15, 2022
Initial Material Inventory



APRIL 15, 2023
Updated Material Inventory



APRIL 15, 2024
Final Material Inventory

The **Final** material inventory documents the material composition on both the public- and private-side of **every** water service line connected to the distribution system.
IT MUST INCLUDE:



Materials of each service line connected to distribution system



Number of suspected LSLs **newly identified** since submittal of prior inventory



Number of lead service lines **replaced** since submittal of prior inventory



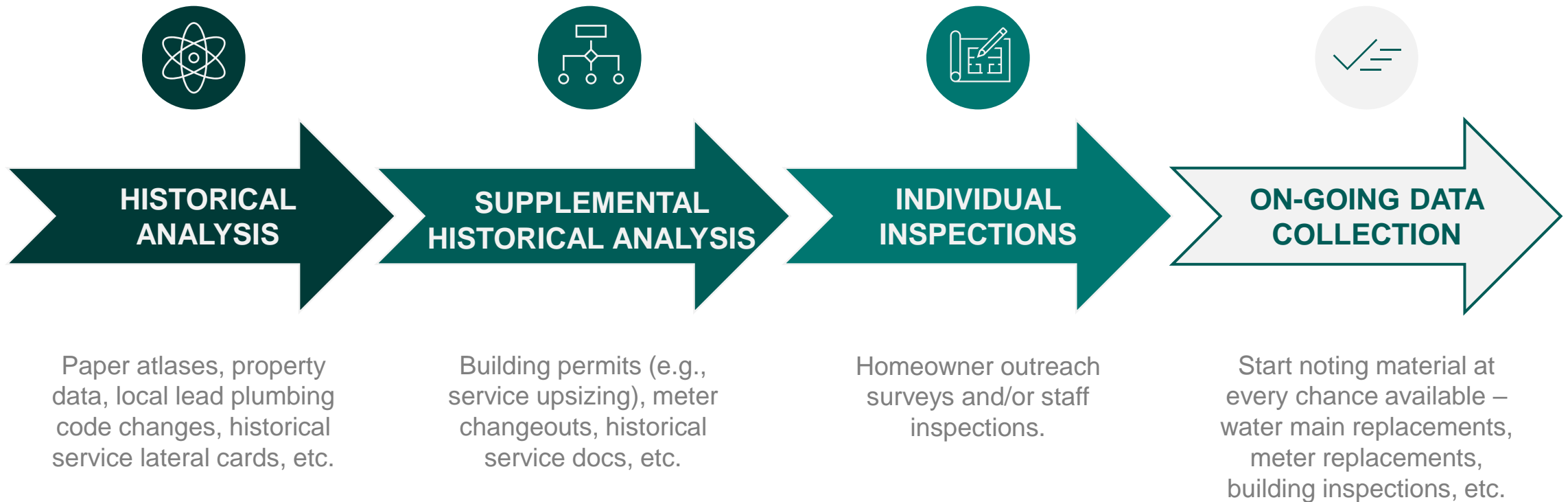
Total number of service lines connected to distribution system



IN ADDITION:

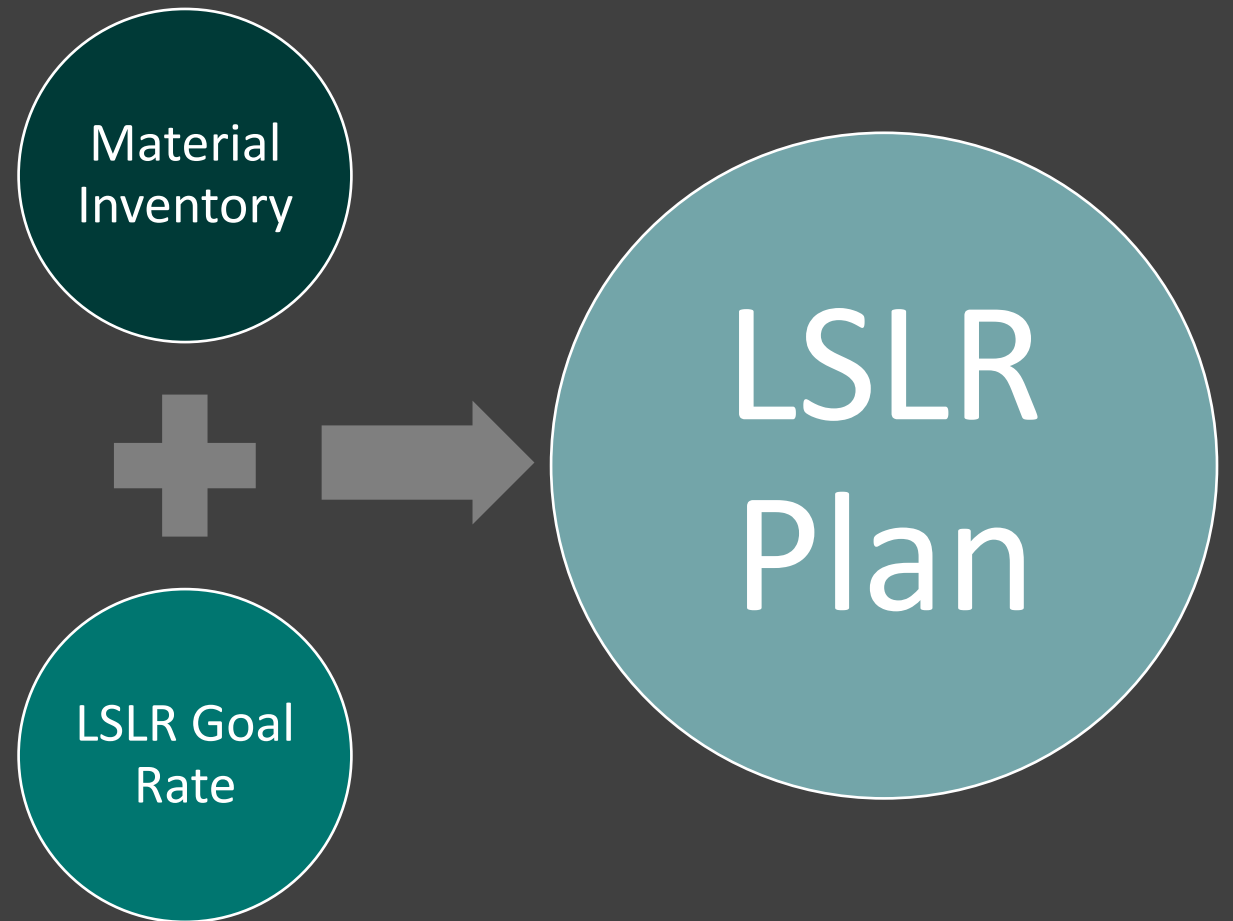
The water utility must notify the homeowner within 15 days after identifying a lead service line.

RECOMMENDED STEPS FOR CREATING A MATERIAL INVENTORY



NEXT STEP: LSLR PLAN

A complete Material Inventory positions the City for a comprehensive LSLR plan



LSLR PLAN

- Initial Plan due April 2024
- Updated Plans due annually until 2027
- Includes:
 - Material Inventory
 - Analysis of costs and financing options
 - Plan for prioritizing high-risk facilities
 - Schedule
 - Maps
 - Public Comment

PURPOSE: The LSLR Plan lays out how the utility progresses towards **100% Non-Lead**



FUNDING





IEPA STATE REVOLVING FUND (SRF)

- Low-interest or principal forgiveness loans
- Community submits Project Plan
- Preparation, review, and approval process for a Project Plan can take up to a year

An approved Project Plan positions a community for potential funding for the following 5 years



POTENTIAL FUTURE FUNDING SOURCES

INFRASTRUCTURE INVESTMENT & JOBS ACT

- Up to \$55 billion investment nationwide for LSLR
- Most likely to be allocated through IEPA

ILLINOIS LSLR FUND

- Included under the new IL Act
- Funding source to be determined in future

MUNICIPAL POLICIES / ORDINANCES

- A community may decide policy for how lead service line replacement costs will be handled



RECOMMENDATIONS / NEXT STEPS





START NOW

Preparing now will ease transition to full compliance
and position your community for success!

INVENTORY ASSISTANCE

- Survey Questionnaire for Resident Data Request
- Assist with Postcard to Residents
- Setup & Manage Database
- Surveys/Databases for City Staff Exterior & Interior Inspections

Purpose: Identify all service line materials in preparation for future replacement work



IMMEDIATE CONSIDERATIONS



- No Partial LSL Replacements Starting January 1st, 2021
- Begin Inventorying ASAP
- If Inventorying Identifies Significant Number of Lead Service Lines:
 - Develop Policy for Handling LSLR Costs
 - Consider Preparing Project Plan for Funding Opportunities through IEPA





**Questions or
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 #7

Tracking Number

PW 2022-37

Agenda Item Summary Memo

Title: Lake Michigan/DuPage Water Commission Preliminary Engineering Agreement

Meeting and Date: Public Works Committee – May 17, 2022

Synopsis: _____

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: May 12, 2022
Subject: Lake Michigan Connection CIP: Preliminary Engineering Agreement

Summary

Approval of a preliminary engineering agreement with EEI for connection to Lake Michigan water through DuPage Water Commission (DWC).

Background

Lake Michigan water connection is an ongoing discussion, and this is the next step to continue to move forward to meet our target date of Lake Michigan water sometime in 2027. This proposed agreement will provide a more detailed analysis of the proposed improvements and cost estimates, as well as the necessary funding. In addition, a phasing and implementation plan will be developed to identify the schedule for planning, design, and construction of the various improvements and timeline for switching over to Lake Michigan water. A detailed breakdown of services is listed in attachment B of the proposed engineering agreement.

This proposed agreement is a flat lump sum agreement for \$153,958. This expense is in the approved FY 23 budget in the Water Sourcing DWC line item (51-510-60-00-6011) in the water fund.

Recommendation

Staff recommends approval of a preliminary engineering agreement with EEI for connection to Lake Michigan water.

**Agreement for Professional Services
United City of Yorkville, Kendall County, IL
Lake Michigan Connection CIP: Preliminary 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 B. Services to be provided include engineering services for the Lake Michigan Connection CIP: Preliminary Engineering as indicated on Attachment C.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

Contractor shall receive as compensation for all work and services to be performed herein an amount based on the Estimate of Level of Effort and Associated Cost, included as Attachment C, which will be paid for as a lump sum in the amount of \$153,958. All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, Contractor, on or before February 1st of every given year, shall provide written notice of any change in the rates specified in Attachment C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 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 contractor's consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

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

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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services

Attachment C: Estimated Level of Effort and Associated Cost

Attachment D: Anticipated Project Schedule

Attachment E: 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 Contractor:

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

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

Agreed to this ____ day of _____, 2022.

United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

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

Jori Behland
City Clerk

Stephen Dennison, P.E.
Senior Project Manager / Principal

Attachment A:

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other

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

Termination: This Agreement may be terminated for convenience, without cause, upon seven (7) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

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

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

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

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

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure

continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

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

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

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

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

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

Attachment B:

SCOPE OF SERVICES

Introduction:

The United City of Yorkville, along with its Waterlink partners (Villages of Montgomery and Oswego), have selected Lake Michigan as their long-term sustainable water source and intend to connect to the DuPage Water Commission (DWC). The Alternative Water Source Study (AWSS) Update recently completed included preliminary evaluation of the necessary improvements, proposed sites, and cost estimates and potential financing for the improvements for each of the supply alternatives.

Now that the City has selected Lake Michigan-DWC, a more detailed analysis of the proposed improvements and cost estimates, as well as the necessary funding. Additionally, a phasing and implementation plan will be developed to identify the schedule for planning, design, and construction of the various improvements and timeline for switching over to Lake Michigan supply.

The proposed work items for this project are as follows:

PROJECT FACILITATION & PROJECT TEAM MEETINGS

- 0.1 Project Administration
- 0.2 Project Initiation Meeting (1 Online Meeting)
- 0.3 Progress Review Meetings with City Staff (2 Online Meetings)

NEEDS ASSESSMENT AND SITE EVALUATIONS

- 1.1 Coordinate Data Collection and Complete Updated Needs Assessment
- 1.2 Complete Receiving Station/Ground Storage Tank Site Evaluations
 - Assumes Two (2) Previously Selected Sites – Raintree Village – WTP/EWST Site and Grande Reserve – WTP/EWST Site
 - Includes Topographic Surveys of Sites
 - Does Not Include New Geotechnical Field Testing of Sites
- 1.3 Evaluate DuPage Water Commission, Receiving Station Requirements
- 1.4 Develop Preliminary Site Concept Plans

COST ESTIMATES, FUNDING EVALUATION, AND PHASING & IMPLEMENTATION PLAN (PIP)

- 2.1 Prepare Updated Cost Estimates for All Improvements
- 2.2 Evaluate Funding Alternatives
 - Includes (but Not Limited to) WIFIA and IEPA SRF Funding Options
 - Does Not Include Preparation of Funding Program Applications
- 2.3 Evaluate Water Rates
 - Financial Evaluation Limited to Impacts of Lake Michigan Connection
 - Assumes City Assistance to Provide Information and Analysis Related to Historic and Projected Water Expenses and Revenues (Non-Lake Michigan

Connection Items)

- Connection Fee and Rate Options for Three (3) Alternatives Maximum
- 2.4 Develop Phasing & Implementation Plan

PRELIMINARY ENGINEERING – PROJECT PLAN REPORT

- 3.1 Prepare Draft Preliminary Engineering Report
- 3.2 City Council Presentation
- 3.3 Finalize Preliminary Engineering Report
 - Preliminary Engineering Report Will Satisfy IEPA SRF Requirements for a Project Plan, and Scope Includes Preparation and Submittal of Associated Project Plan Submittal Forms (Funding Nomination Form, O,M&R Certification, etc.)

The following items are excluded from the above scope (included/to be included in separate contracts):

- Illinois Department of Natural Resources (IDNR) Lake Michigan Allocation Application
- Corrosion Control Study
- Non-Revenue Water Reduction Plan Preparation
- Funding Sources Applications
- Land Acquisition Coordination

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

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

CLIENT					PROJECT NUMBER		
United City of Yorkville					YO2230-P		
PROJECT TITLE					DATE		PREPARED BY
Lake Michigan Connection-Preliminary Engineering					5/12/22		ALI/STD

TASK NO.	TASK DESCRIPTION	ROLE	PIC	QA/QC	SPM	PE	PE	SPM	CAD Tech	Survey	ADMIN	HOURS	COST
		PERSON	BPS	JWF	STD	CRW	AG	MGS	KKP	JB	DRA		
		RATE	\$223	\$223	\$216	\$183	\$154	\$216	\$139	\$159	\$70		
PROJECT FACILITATION & PROJECT TEAM MEETINGS													
0.1	Project Administration		8		8	16						32	\$ 6,440
0.2	Project Initiation Meeting (Online Meeting)		4	4	4	6	6					24	\$ 4,670
0.3	Progress Review Meetings with City Staff (2 Online Meetings)		6	8	8	8	12					42	\$ 8,162
Project Facilitation & Project Team Meetings Subtotal:			18	12	20	30	18	-	-	-	-	98	\$ 19,272
NEEDS ASSESSMENT AND SITE EVALUATIONS													
1.1	Coordinate Data Collection and Complete Updated Needs Assessment		2		4	4	6					16	\$ 2,966
1.2	Complete Receiving Station/Ground Storage Tank Site Evaluations		1		4	8		16		32		61	\$ 11,095
1.3	Evaluate DuPage Water Commission, Receiving Station Requirements		1	2	4	8	8					23	\$ 4,229
1.4	Develop Preliminary Site Concept Plans		2	2	8	12	40		32			96	\$ 15,424
Needs Assessment and Site Evaluations Subtotal:			6	4	20	32	54	16	32	32	-	196	\$ 33,714
COST ESTIMATES, FUNDING EVALUATION, AND PHASING & IMPLEMENTATION PLAN (PIP)													
2.1	Prepare Updated Cost Estimates for All Improvements		4	2	8	16	32					62	\$ 10,922
2.2	Evaluate Funding Alternatives		8	8	16	24	24					80	\$ 15,112
2.3	Evaluate Water Rates		4	4	20	24	40					92	\$ 16,656
2.4	Develop Phasing & Implementation Plan		2	2	8	8	12					32	\$ 5,932
Cost Estimates, Funding Evaluation, and PIP Subtotal:			18	16	52	72	108	-	-	-	-	266	\$ 48,622
PRELIMINARY ENGINEERING - PROJECT PLAN REPORT													
3.1	Prepare Draft Preliminary Engineering Report		2		8	24	56		4		2	96	\$ 15,886
3.2	City Council Presentation		4	4	4	12						24	\$ 4,844
3.3	Finalize Preliminary Engineering Report		2	4	4	8	16				2	36	\$ 6,270
Preliminary Engineering - Project Plan Report Subtotal:			8	8	16	44	72	-	4	-	4	156	\$ 27,000
PROJECT TOTAL:			50	40	108	178	252	16	36	32	4	716	128,608

EEI STAFF

BPS Bradley P. Sanderson, P.E.
 JWF Jeffrey W. Freeman, P.E., CFM, LEED AP
 STD Stephen T. Dennison, P.E.
 CRW Christopher R. Walton, P.E.
 AG Ali Ghasemi, Ph.D., E.I.
 MGS Mark G. Scheller, PLS
 KKP Kristopher K. Pung
 JB Joshua Boatman
 DRA Deborah R. Anderson

LABOR SUMMARY

EEI Labor Expenses = \$ 128,608
TOTAL LABOR EXPENSES \$ 128,608

DIRECT EXPENSES

Printing/Scanning = \$ 250
 Mileage = \$ 100
DIRECT EXPENSES = \$ 350

SUBCONSULTANT EXPENSES

Stantec (WIFIA Funding) = \$ 25,000
SUBCONSULTANT EXPENSES = \$ 25,000

TOTAL COSTS \$ 153,958



ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT								PROJECT NUMBER					
United City of Yorkville								YO2230-P					
PROJECT TITLE								DATE		PREPARED BY			
Lake Michigan Connection-Preliminary Engineering								5/12/22		ALI/STD			
TASK NO.	TASK DESCRIPTION												
		2022							2023				
		JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
PROJECT FACILITATION & PROJECT TEAM MEETINGS													
0.1	Project Administration												
0.2	Project Initiation Meeting (Online Meeting)												
0.3	Progress Review Meetings with City Staff (2 Online Meetings)												
NEEDS ASSESSMENT AND SITE EVALUATIONS													
1.1	Coordinate Data Collection and Complete Updated Needs Assessment												
1.2	Complete Receiving Station/Ground Storage Tank Site Evaluations												
1.3	Evaluate DuPage Water Commission, Receiving Station Requirements												
1.4	Develop Preliminary Site Concept Plans												
COST ESTIMATES, FUNDING EVALUATION, AND PHASING & IMPLEMENTATION PLAN (PIP)													
2.1	Prepare Updated Cost Estimates for All Improvements												
2.2	Evaluate Funding Alternatives												
2.3	Evaluate Water Rates												
2.4	Develop Phasing & Implementation Plan												
PRELIMINARY ENGINEERING - PROJECT PLAN REPORT													
3.1	Prepare Draft Preliminary Engineering Report												
3.2	City Council Presentation												
3.3	Finalize Preliminary Engineering Report												





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

Agenda Item Number

New Business #8

Tracking Number

PW 2022-38

Agenda Item Summary Memo

Title: Bristol Ridge Road Phase III RFQ and Construction Engineering Agreement

Meeting and Date: Public Works Committee – May 17, 2022

Synopsis: _____

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: May 12, 2022
Subject: Bristol Ridge Road Construction Engineering Agreement

Summary

Approval of a construction engineering agreement with EEI for Bristol Ridge Road improvements.

Background

This item was last discussed in April 2021 when the City Council approved a design engineering agreement for the Bristol Ridge Road resurfacing improvements. Since then, the project has been designed, and the construction engineering agreement is up for discussion at the May PW meeting. Accordingly, EEI has prepared an agreement for the City Council's consideration.

Since the project is funded through the Kane Kendall Council of Mayors, and is a 75%-25% cost sharing, there are specific rules in place as to the steps we must follow to obtain funding. The next step will be a letting of the project that is slated for some time in June, after this agreement is passed.

This contract is included in the FY 23 budget. The attached construction engineering agreement contains an estimated \$66,683 total value, which will be charged at hourly rates.

Recommendation

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



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
Shanel Gayle, Purchasing Manager
CC: Bart Olson, City Administrator
Date: March 17, 2022
Subject: Bristol Ridge Road Resurfacing Project

Summary

Qualification Summary of the Bristol Ridge Road Resurfacing.

Background

On March 31, 2022, staff released a Request for Qualification seeking a qualified Consulting Engineering Firm for the Bristol Ridge Road Resurfacing project. The City currently anticipates construction for this project to start in late-summer 2022 and construction being completed by the end of October. Sealed qualifications were due on April 19, 2022, four (4) Consulting Engineering Firms submitted qualifications. On April 20, 2022, the Selection Committee, which included Eric Dhuse, Public Works Director, and Erin Willrett, Assistant City Administrator, began reviewing and evaluating qualifications in the categories of firm experience, staff capabilities, past performance, and local presence. The final results from the Selection Committee were due on May 4, 2022, and Engineering Enterprises, Inc., of Sugar Grove, IL received the highest score a 97.5 average out of 100.

Name of Firm	Total
Engineering Enterprises, Inc.	97.5
Engineering Services Group, Inc.	78
Hutchison Engineering, Inc.	90
Thomas Engineering Group	83

Recommendations

Staff recommends authorizing the agreement for the Consulting Engineering Firm for the Bristol Ridge Road Resurfacing project with Engineering Enterprises, Inc., of Sugar Grove, Illinois in an amount of \$66,683.00.

Attachments

Exhibit A – Local Public Agency Engineering Services Agreement with Engineering Enterprises, Inc.



Using Federal Funds? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Agreement For Federal CE	Agreement Type Original
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LOCAL PUBLIC AGENCY

Local Public Agency United City of Yorkville	County Kendall	Section Number 21-00052-00-RS	Job Number C-93-002-23
Project Number AQ5Y(681)	Contact Name Eric Dhuse	Phone Number (630) 553-4370	Email edhuse@yorkville.il.us

SECTION PROVISIONS

Local Street/Road Name Bristol Ridge Road	Key Route FAU 1555	Length 0.71	Structure Number N/A
Location Termini Kennedy Road to US Route 34			Add Location Remove Location

Project Description
The project consists of hot-mix asphalt surface course removal, pavement patching, hot-mix asphalt binder course, hot-mix asphalt surface course, portland cement concrete sidewalk removal and replacement, combination concrete curb and gutter removal and replacement, structure adjustments, pavement markings, traffic control and all other work required to complete the project.

Engineering Funding	<input checked="" type="checkbox"/> Federal <input type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input checked="" type="checkbox"/> Other	Local Funds
Anticipated Construction Funding	<input checked="" type="checkbox"/> Federal <input type="checkbox"/> MFT/TBP <input type="checkbox"/> State <input checked="" type="checkbox"/> Other	Local Funds

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Consultant (Firm) Name Engineering Enterprises, Inc.	Contact Name Chris Ott	Phone Number (630) 466-6757	Email cott@eeiweb.com
Address 52 Wheeler Road	City Sugar Grove	State IL	Zip Code 60554

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge	A full time LPA employee authorized to administer inherently governmental PROJECT activities

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Direct Costs Check Sheet
- ☒ EXHIBIT D: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT E: Cost Plus Fixed Fee Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)
- ☒ Exhibit F: Location Map
- ☒ Exhibit G: Rubino Proposal
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
 - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit D is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Lump Sum _____ (Maximum Fee \$40,000) (For federal funds the lump sum shall be developed using Cost Plus Fixed Fee Formula.)

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).
7. To certify by execution of the AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40 USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 12. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Engineering Enterprises, Inc.	36-3150869	\$59,434.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
- Rubino Engineering, Inc.	80-0450719	\$7,249.00
Subconsultant Total		\$7,249.00
Prime Consultant Total		\$59,434.00
Total for all work		\$66,683.00
Add Subconsultants		

AGREEMENT SIGNATURES

Attest: The

Local Public Agency Type
City

 of

Name of Local Public Agency
Yorkville

By (Signature & Date)

--

By (Signature & Date)

--

Name of Local Public Agency

Yorkville

Local Public Agency Type

City

Clerk

Title

Mayor

(SEAL)

Executed by the ENGINEER:

Consultant (Firm) Name

Attest:

Engineering Enterprises, Inc.

By (Signature & Date)

--

Title

Chief Operating Officer/President

By (Signature & Date)

--

Title

Project Manager

United City of Yorkville

Kendall

21-00052-00-RS

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

- Attend Pre-Construction Meeting
- Review Contractor's Proposed Construction Schedule
- Set up field books, quantity books, diary, job box and all other forms of proper project documentation, including CMMS
- Prepare a project contact list
- Provide resident engineering for on-site observation
- Keep inspector's daily reports and quantity book records up to date
- Maintain orderly files of all relevant project documents
- Perform quantity measurements to prepare pay estimates and change orders for City & IDOT approval
- Provide liaison functions related to the coordination of contractors, utilities, developers, other agencies and property owners engaged or affected by the project
- Monitor adherence to project specifications
- Maintain daily contact with the Contractor to monitor schedule
- Maintain daily contact with City and IDOT
- Gather material inspection and coordinate any required testing on behalf of the City
- Provide guidance to the contractor when questions arise during construction
- Provide construction layout
- Provide information to residents as required
- Perform punch list inspections and provide follow up inspections and recommend acceptance when appropriate
- Communicate activities with City weekly or as required based on on-site activities
- Complete job box and conduct all audits with IDOT
- Complete required pay estimates and change orders to complete the project
- Prepare necessary IDOT closeout paperwork

Local Public Agency	County	Section Number
United City of Yorkville	Kendall	21-00052-00-RS

**EXHIBIT B
PROJECT SCHEDULE**

1. Target Letting: 6/17/2022
2. Pre-Construction Meeting: 8/5/2022
3. Start of Construction: 8/22/2022
4. End of Construction: 9/30/2022
5. Project Closeout: 7/28/2023

Local Public Agency

County

Section Number

United City of Yorkville

Kendall

21-00052-00-RS

Exhibit C
Direct Costs Check Sheet

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
<input checked="" type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	30	\$65.00	\$1,950.00
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input type="checkbox"/> CADD	Actual cost (Max \$15/hour)			
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
Total Direct Costs				\$1,950.00

Local Public Agency	County	Section Number
United City of Yorkville	Kendall	21-00052-00-RS

Exhibit D
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal **04/19/22**

Method(s) used for advertisement and dates of advertisement

Website & Aurora Beacon News (3/31/2022)

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting
- Firm Experience	30%
- Staff Capabilities	30%
- Past Performance	30%
- Local Presence	10%

Add

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Selection committee (titles) for this project

Eric Dhuse (Public Works Director), Shanel Gayle (Purchasing Manager), Erin Willrett (Assistant City Administrator)

Top three consultants ranked for this project in order	
1	Engineering Enterprises, Inc.
2	Hutchinson Engineering, Inc.
3	Thomas Engineering Group

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	QBS according to State requirements used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Local Public Agency		County	Section Number	
United City of Yorkville		Kendall	21-00052-00-RS	
16	LPA is a home rule community (Exempt from QBS).		<input checked="" type="checkbox"/>	<input type="checkbox"/>



EXHIBIT E
COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET
FIXED RAISE

Local Public Agency	County	Section Number
United City of Yorkville	Kendall	21-00052-00-RS
Consultant (Firm) Name	Prepared By	Date
Engineering Enterprises, Inc.	Christopher J. Ott	5/10/2022

PAYROLL ESCALATION TABLE

CONTRACT TERM	15	MONTHS	OVERHEAD RATE	192.72%
START DATE	7/1/2022		COMPLEXITY FACTOR	0
RAISE DATE	2/28/2023		% OF RAISE	2.00%
END DATE	9/30/2023			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	7/1/2022	2/28/2023	8	53.33%
1	3/1/2023	9/30/2023	7	47.60%

The total escalation = 0.93%

MAXIMUM PAYROLL RATE

78.00

ESCALATION FACTOR

0.93%

PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

[illegible]

United City of Yorkville

Kendall

21-00052-00-RS

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

OVERHEAD RATE	192.72%
----------------------	----------------

COMPLEXITY FACTOR 0

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Project Management and Administration	36	2,116	4,077		698		6,891	10.33%
Project Startup and Closeout	90	3,545	6,833		1,170		11,548	17.32%
Construction Layout	10	383	738		126		1,247	1.87%
Construction Inspection and Documenation	268	9,409	18,133	1,950	3,105		32,597	48.88%
Preparation of Project Pay Estimates	46	1,950	3,759		644		6,353	9.53%
Material Testing	6	245	472		81	7,249	8,047	12.07%
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Subconsultant DL					0		-	
TOTALS	456	17,648	34,012	1,950	5,824	7,249	66,683	100.00%

United City of Yorkville

Kendall

21-00052-00-RS

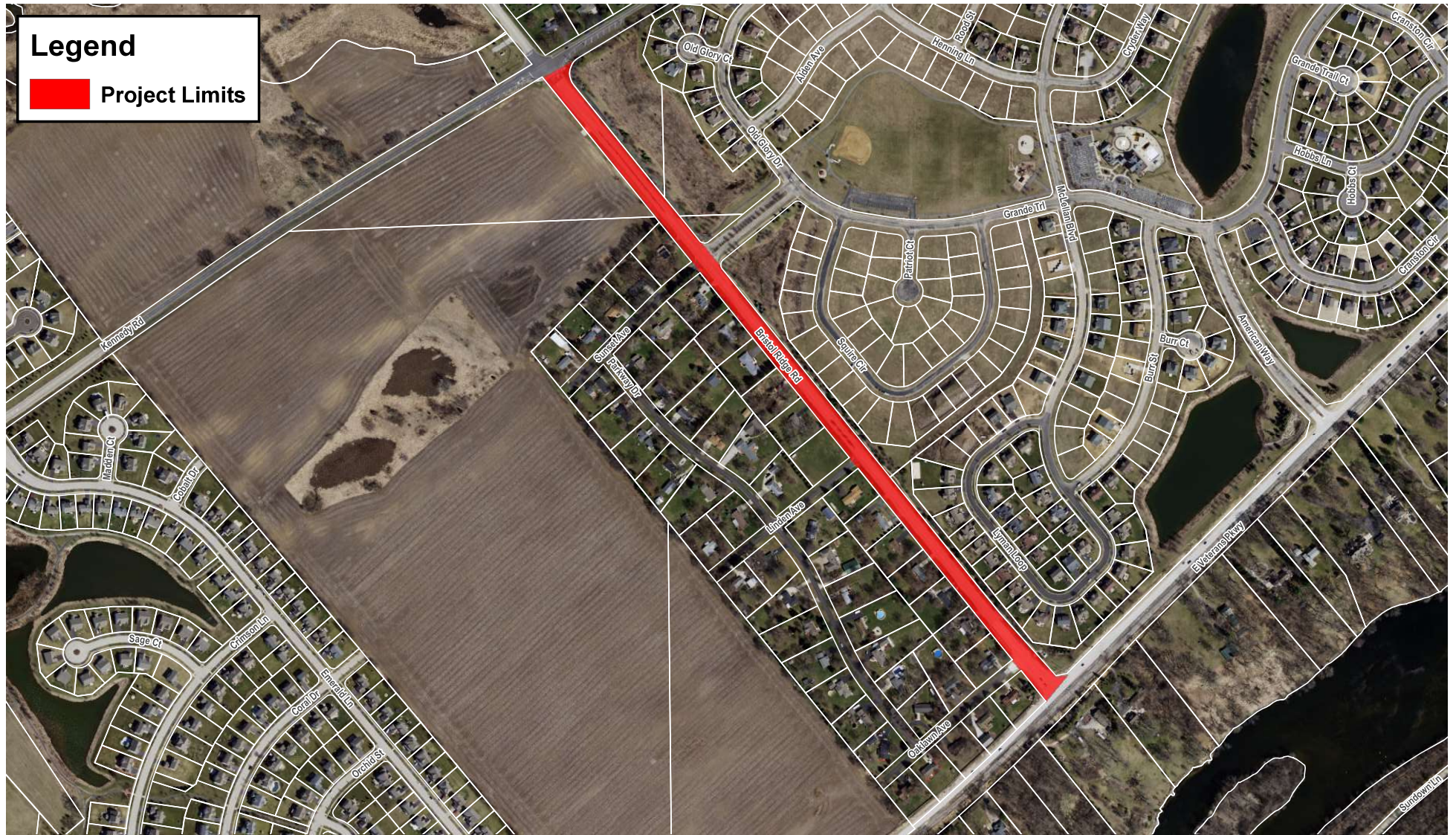
Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 **OF** 2

[illegible]

Legend

 Project Limits



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
www.yorkville.il.us

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

400 200 0 400 Feet



**EXHIBIT F - BRISTOL RIDGE
ROAD LOCATION MAP**



PROPOSAL

May 10, 2022

To: Chris Ott
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554
D: 630-466-6757
C: 630-742-2051

Re: **QA Construction Material Testing Services**
Bristol Ridge Road Resurfacing
Section: 21-00052-00-RS
IDOT Contract: 87786
Yorkville, IL

Proposal No. Q22.220

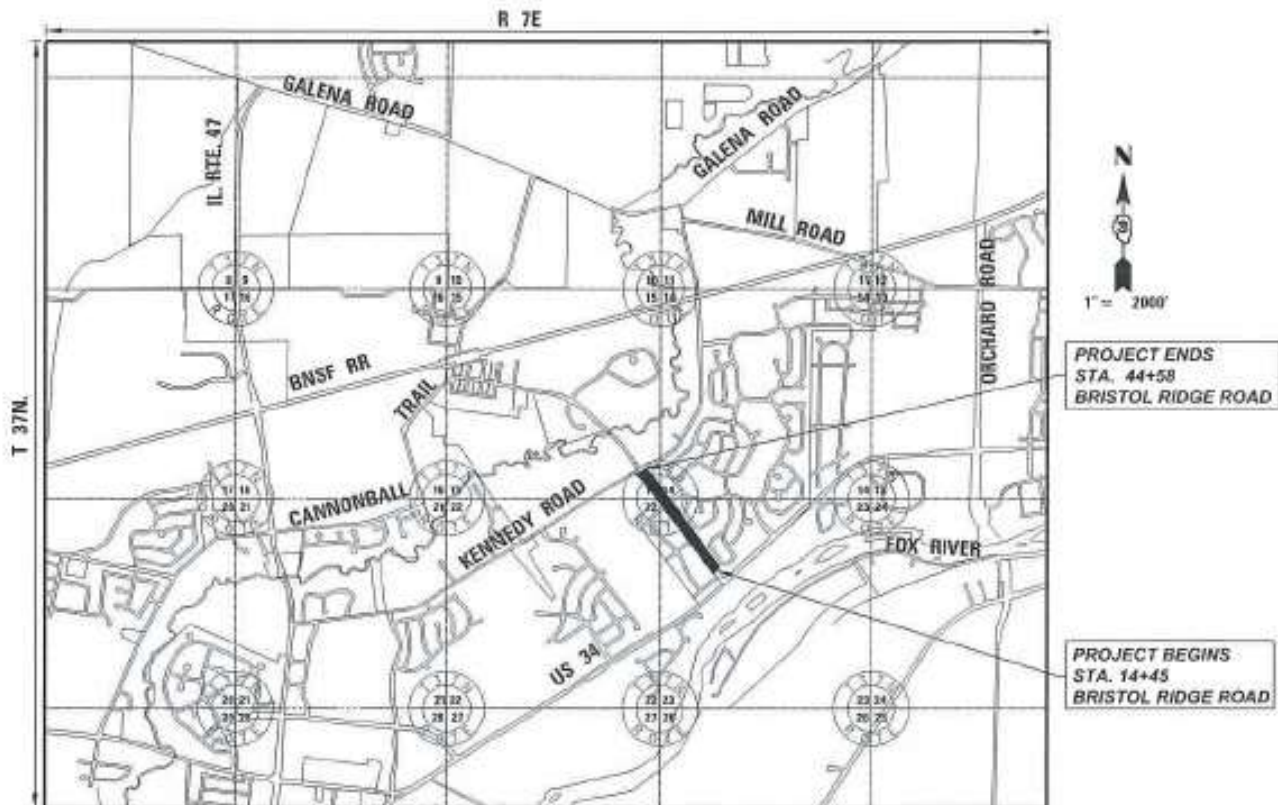
Via email: cott@eeiweb.com

Dear Mr. Ott,

Rubino Engineering, Inc. is pleased to submit the following proposal to provide QA and construction material testing and inspection services for the above referenced project.

PROJECT UNDERSTANDING

Rubino Engineering, Inc. received material quantities from you via email on May 6, 2022 and the following outlines our understanding of the requested scope of services:



General Scope of Services

BITUMINOUS PAVING AND EXTERIOR CONCRETE

- QA Field testing of uncured concrete – Slump, air, temperature, and casting of cylinders
- QA Laboratory testing of cured concrete – Strength
- QA Field testing of hot mix asphalt (HMA) – Density by the nuclear method
- QA Laboratory testing of HMA – Bulk SG, Max SG, and Loss on Ignition

Extras

- Re-inspection for failed tests
- Work areas not ready for inspection at the time scheduled
- Delays by the contractor
- Cancellations
- Overtime
- Any services not described and listed above

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us or change it on the signed copy of the proposal.

FEES

The work will be accomplished on a cost plus fixed fee basis and will be performed pursuant to the attached General Conditions. Copies of our IDOT BLR Forms 05514 and BDE 436 as well as Rubino's General Conditions are enclosed herewith and incorporated into this proposal.

Item Description	Type	Quantity	Unit	Vehicle (day)	Cylinders (each)	Maximum Theoretical Specific Gravity	Bulk Specific Gravity	Ignition Oven Test / Reflux Extraction + Sieve Analysis	Material Tester 1 (hr)	Project Manager (hr)	Nuclear Density Gauge (day)	Sample Pickup
Concrete Sidewalks, 5 inch	PCC	555	SF	1	6				4	1		1
CC&G	PCC	188	FT	1	6				4	1		1
HMA Binder Course, IL-9.5, N50 QC/QA and QCP	HMA	1205	TON	1		1	1	1	10	3	1	1
HMA Surface Course, IL-9.5, N50 QC/QA and QCP	HMA	1205	TON	1		1	1	1	10	3	1	1
Class D Patches, Various Types	HMA	856	SY	2					8	2	2	
				8	12	2	2	2	36	10	4	4

Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request.

Rubino Engineering, Inc. will proceed with the planned work only after receiving a signed copy of this proposal. Please complete the attached Project Data Sheet before returning the proposal to enable your file to be properly established.

PROJECT SCHEDULING

Please book testing services prior to 4pm the day before testing is needed via our website:

<https://rubinoeng.com/schedule-field-testing>

The office and field project manager will be notified, and you will receive a confirmation email and possibly a follow up phone call or email for additional project information.

Changes to the schedule or cancellations: scheduling@rubinoeng.com

Please call the office with any questions or changes to the schedule between 8am to 4pm.

CLOSING

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact me with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE
President

michelle.lipinski@rubinoeng.com

**RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)**

AUTHORIZATION AND PROPOSAL ACCEPTANCE

If this proposal is acceptable to you, Rubino Engineering, Inc. will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of signed authorization.

AGREED TO, THIS _____	DAY OF _____	, 20__.
BY (please print): _____		
TITLE: _____		
COMPANY: _____		
SIGNATURE: _____		

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Number and Distribution of Reports:

() Copies To: _____ Attn: _____ Email: _____	() Copies To: _____ Attn: _____ Email: _____
() Copies To: _____ Attn: _____ Email: _____	() Copies To: _____ Attn: _____ Email: _____
7. Invoicing Address: _____

Attn: _____
Email: _____
8. Other Pertinent Information Or Previous Subsurface Information Available:

FEE REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino Engineering, Inc. General Conditions.
- 2) Unit prices/rates are in effect for 6 months from the date of this proposal and are subject to change without notice thereafter if not noted above.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 7:00 AM or after 3:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate. Sundays and holidays are double time.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond our control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates per trip.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.
- 10) For all Rubino Engineering, Inc. services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional Services rates are exclusive of expert deposition or testimony time.
- 14) This proposal is based on Rubino Engineering, Inc. being scheduled on an on-call basis and letters of certification will not be provided unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the area or item to be certified.
- 15) If special inspections are required by the city where the construction is to take place, it must be brought to the attention of Rubino Engineering, Inc. prior to the start of construction as additional charges will apply.
- 16) Prevailing wage fees are subject to change based on the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

Client#: 1171577 ACORD	CERTIFICATE OF LIABILITY INSURANCE	RUBINENG DATE (MM/DD/YYYY) 9/01/2021														
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).																
PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200	CONTACT NAME: Laurie Cloninger PHONE (A/C, No, Ext): 630 625-5219 FAX (A/C, No): 610 537-4939 E-MAIL ADDRESS: laurie.cloninger@usi.com															
INSURED Rubino Engineering, Inc. 425 Shepard Dr Elgin, IL 60123	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: RLI Insurance Company</td> <td>13056</td> </tr> <tr> <td>INSURER B: Berkley Insurance Company</td> <td>32603</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: RLI Insurance Company	13056	INSURER B: Berkley Insurance Company	32603	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B: Berkley Insurance Company	32603															
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INSURER D:																
INSURER E:																
INSURER F:																

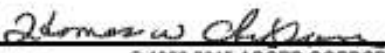
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:																																				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>TYPE OF INSURANCE</th> <th>ADDL SUBR INSR WRD</th> <th>POLICY NUMBER</th> <th>POLICY EFF (MM/DD/YYYY)</th> <th>POLICY EXP (MM/DD/YYYY)</th> <th>LIMITS</th> </tr> <tr> <td> A <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: </td> <td></td> <td>PSB0003777</td> <td>09/01/2021</td> <td>09/01/2022</td> <td> EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ </td> </tr> <tr> <td> A AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY </td> <td></td> <td>PSA0001881</td> <td>09/01/2021</td> <td>09/01/2022</td> <td> COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ </td> </tr> <tr> <td> A UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$ </td> <td></td> <td>PSE0002142</td> <td>09/01/2021</td> <td>09/01/2022</td> <td> EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ </td> </tr> <tr> <td> A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below </td> <td> Y/N <input checked="" type="checkbox"/> N/A </td> <td>PSW0002789</td> <td>09/01/2021</td> <td>09/01/2022</td> <td> <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 </td> </tr> <tr> <td> B Professional Liability </td> <td></td> <td>AEC904730502</td> <td>09/01/2021</td> <td>09/01/2022</td> <td> \$2,000,000 each claim / \$4,000,000 annual aggr. </td> </tr> </table>	TYPE OF INSURANCE	ADDL SUBR INSR WRD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	A <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		PSB0003777	09/01/2021	09/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$	A AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		PSA0001881	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	A UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$		PSE0002142	09/01/2021	09/01/2022	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$	A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N/A	PSW0002789	09/01/2021	09/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000	B Professional Liability		AEC904730502	09/01/2021	09/01/2022	\$2,000,000 each claim / \$4,000,000 annual aggr.		
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability is written on a 'claims made' policy form.

Some or all officers are excluded from Workers Compensation coverage.

Contractors Pollution Liability Coverage:
 Insurance Carrier - Capitol Specialty Insurance Corporation (NAIC #10328)
 (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Rubino Engineering, Inc.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

GENERAL CONDITIONS

1. PARTIES AND SCOPE OF SERVICES: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF SERVICES: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants

6. RESPONSIBILITY: Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

8. PAYMENT: Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

9. STANDARD OF CARE: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

10. INDEMNITY: To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related changes.

12. DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

13. WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.

14. NO HIRE: Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

15. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

16. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



EXHIBIT E
COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET
FIXED RAISE

Local Public Agency

United City of Yorkville

County

Kendall

Section Number

21-00052-00-RS

Consultant (Firm) Name

Rubino Engineering

Prepared By

Michelle Lipinski

Date

5/10/2022

PAYROLL ESCALATION TABLE

CONTRACT TERM **7** MONTHS
START DATE **6/1/2022**
RAISE DATE **3/1/2023**
END DATE **12/31/2022**

OVERHEAD RATE **146.00%**
COMPLEXITY FACTOR **0**
% OF RAISE **2.00%**

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	6/1/2022	12/31/2022	7	100.00%

The total escalation = 0.00%

BLR 05514 (Rev. 03/12/21)
Payroll Escalation

MAXIMUM PAYROLL RATE 78.00

ESCALATION FACTOR	0.00%
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PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

[illegible]

United City of Yorkville

Kendall

21-00052-00-RS

Local Public Agency

United City of Yorkville

County

Kendall

Section Number

21-00052-00-RS

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			QA Material Testing														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Material Tester 1 & 2	41.92	36.0	78.26%	32.81	36	78.26%	32.81												
Project Manager / Engineer	45.26	10.0	21.74%	9.84	10	21.74%	9.84												
Staff Engineer / Geologist / S	32.24	0.0																	
Administrative	27.17	0.0																	
Laboratory Staff	26.00	0.0																	
Principal	70.00	0.0																	
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TOTALS		46.0	100%	\$42.65	46.0	100.00%	\$42.65	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

COMPANY NAME: Rubino Engineering, Inc
PTB NUMBER: Rubino proposal # Q22.220 Bristol Ridge Rsfc - Yorkville
TODAY'S DATE: 5/10/2022

ITEM	ALLOWABLE	UTILIZE W.O. ONLY	QUANTITY J.S. ONLY	CONTRACT RATE	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			\$0.00	\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00	\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00	\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day		8	\$65.00	\$520.00
Vehicle Rental	Actual cost (Up to \$55/day)			\$0.00	\$0.00
Tolls	Actual cost			\$0.00	\$0.00
Parking	Actual cost			\$0.00	\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00	\$0.00
Shift Differential	Actual cost (Based on firm's policy)			\$0.00	\$0.00
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Project Specific Insurance	Actual cost			\$0.00	\$0.00
Monuments (Permanent)	Actual cost			\$0.00	\$0.00
Photo Processing	Actual cost			\$0.00	\$0.00
2-Way Radio (Survey or Phase III Only)	Actual cost			\$0.00	\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual cost			\$0.00	\$0.00
CADD	Actual cost (Max \$15/hour)			\$0.00	\$0.00
Web Site	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Advertisements	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			\$0.00	\$0.00
Recording Fees	Actual cost			\$0.00	\$0.00
Transcriptions (specific to project)	Actual cost			\$0.00	\$0.00
Courthouse Fees	Actual cost			\$0.00	\$0.00
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Testing of Soil Samples*	Actual cost			\$0.00	\$0.00
Lab Services*	Actual cost (Provide breakdown of each cost)			\$0.00	\$0.00
Equipment and/or Specialized Equipment Rental*	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.00
Compression Testing of Concrete Cylinders	In house direct cost		12	\$19.25	\$231.00
HMA Core Densities	In house direct cost			\$38.50	\$0.00
HMA Max SG	In house direct cost		2	\$134.75	\$269.50
HMA Bulk SG	In house direct cost		2	\$115.50	\$231.00
HMA Ignition / Extraction	In house direct cost		2	\$154.00	\$308.00
Nuclear Density Gauge	In house direct cost		4	\$54.00	\$216.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
TOTAL DIRECT COST					\$1,775.50

**If other allowable costs are needed and not listed, please add in the above spaces provided.*
LEGEND

W.O. = Work Order

J.S. = Job Specific



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 #9

Tracking Number

PW 2022-39

Agenda Item Summary Memo

Title: Bristol Ridge Road LAFO

Meeting and Date: Public Works Committee – May 17, 2022

Synopsis: Consideration of Resolution and Joint Agreement

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: May 10, 2022
Subject: Bristol Ridge Road LAFO

The purpose of this memo is to provide an update on the project schedule as well as introduce copies of the required Resolution and Joint Agreement.

The general schedule associated with the construction of the project is listed below:

- Bid Letting June
- Construction Start September
- Construction Complete October

IDOT requires that a specific resolution be passed as part of projects that have Federal funding. A draft resolution is attached.

The Joint Agreement specifies the funding for the project, which is 75% Federal STP Funds (\$474,900) and 25% Local Funds (\$158,300). The funding will be for both construction and construction engineering.

Per Finance Director Fredrickson, Bristol Ridge Road expenditures, as well as corresponding grant proceeds, are fully funded within the FY 23 budget as noted below:

- 23-230-60-00-6032 – Bristol Ridge Road Expenditures - \$635,500
- 23-000-41-00-4163 – Federal Grants – STP Bristol Ridge – (\$476,475)

When netted together, these budgeted funds show an overall expenditure of \$159,025, which is slightly more (\$725) than the City's anticipated cost of \$158,300.

If you have any further questions or need additional information, please call.

Resolution No. 2022-_____

**A RESOLUTION AUTHORIZING THE CITY'S SHARE OF CONSTRUCTION &
CONSTRUCTION ENGINEERING COSTS FOR THE ROADWAY IMPROVEMENT
OF THE BRISTOL RIDGE ROAD RESURFACING PROJECT**

United City of Yorkville
Location: Bristol Ridge Road (FAU 1555)
Section No.: 21-00052-00-RS
Project No.: AQ5Y(681)
Job No.: C-93-002-23

WHEREAS, the City endeavors to improve a segment of Bristol Ridge Road from Kennedy Road to US Route 34 that is approximately 0.71 miles in length and known to the Illinois Department of Transportation as Section Number 21-00052-00-RS and State Job Number C-93-002-23.

WHEREAS, the cost of said improvement has necessitated the need for the use of federal funds.

WHEREAS, the federal fund source requires a match of local funds.

WHEREAS, the use of federal funds requires a joint funding agreement (AGREEMENT) with the Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED that the United City of Yorkville authorizes one hundred fifty eight thousand three hundred and 00/100, (\$158,300), or as much of such sum as may be needed to match federal funds in the completion of aforementioned project known as Section Number 21-00052-00-RS.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to execute the above-mentioned AGREEMENT and any other such documents related to advancement and completion of said project.

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



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	
United City of Yorkville	Kendall	21-00052-00-RS	
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	CMAQ	09-20-0045

Construction

State Job Number	Project Number
C-93-002-23	AQ5Y(681)

☒ Construction on State Letting ☐ Construction Engineering ☐ Utilities ☐ Railroad Work

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	To
Bristol Ridge Road	FAU 1555	0.71 mi.	From 1.01	1.72

Location Termini

Kennedy Road to US Route 34

Current Jurisdiction	Existing Structure Number(s)	Add Location
United City of Yorkville	N/A	Remove

PROJECT DESCRIPTION

The project consists of hot-mix asphalt surface course removal, pavement patching, polymerized hot-mix asphalt binder course, hot-mix asphalt surface course, portland cement concrete sidewalk removal and replacement, combination concrete curb and gutter removal and replacement, structure adjustments, and pavement marking.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - LPA's Share \$141,325.00 divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.



Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the LPA/ railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
12. Certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
15. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:



- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly
16. To regulate parking and traffic in accordance with the approved project report.
 17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
 18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.
4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors, and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **state** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

FISCAL RESPONSIBILITIES:

1. **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice.



Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

2. **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.
3. **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
4. **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
5. **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement.

Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

6. **Single Audit Requirements:** If the **LPA** expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Addendum 2) are not included in a **LPA's** calculation of federal funds expended by the **LPA** for Single Audit purposes..
7. **Federal Registration:** **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
8. **Required Uniform Reporting:** For work not included on a state letting, the Grant Accountability and Transparency Act (30 ILCS 708) requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions or legislation as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA)..

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantee agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	Resolution*
<input type="checkbox"/>	4.	

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.



The **LPA** further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

John Purcell

Title of Official

Mayor

Signature

Date

The above signature certifies the agency's TIN number is

366006169 conducting business as a Governmental Entity.

DUNS Number 112382973

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

Yangsui Kim, Chief Counsel

Date

Vicki Wilson, Chief Fiscal Officer

Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☐ Please check this box to open a fillable Resolution Form within this Addenda.

ADDENDA NUMBER 2

AQ5Y(681)

DIVISION OF COST

	Federal Funds			State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Participating Construction	STU	\$423,975.00	*				Local	\$141,325.00	BAL	\$565,300.00
Construction Engineering	STU	\$50,925.00	**				Local	\$16,975.00	BAL	\$67,900.00
Total		\$474,900.00		Total			Total	\$158,300.00		\$633,200.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

* 75% STU funds NTE \$474,900 (Construction Engineering Portion 75% NTE \$50,925)

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

ADDENDA NUMBER 2

Local Public Agency

County

Section Number

State Job Number

Project Number

United City of Yorkville

Kendall

21-00052-00-RS

C-93-002-23

AQ5Y(681)

Sample Resolution**RESOLUTION No:** _____**A Resolution for:**

Section No: _____

Job No.: _____

Project No.: _____

WHEREAS, the [city, village, town, county] of _____ is proposing to
_____.**WHEREAS**, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signer**WHEREAS**, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and**WHEREAS**, the improvement requires matching funds; and**NOW, THEREFORE**, be it resolved by the {Board} :

Section 1: The {Board} hereby appropriates \$_____, _____ or as much as may be needed to match the required funding to complete the proposed improvement from {Local fund source} and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

Section 2: The {Local Official or delegate} is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

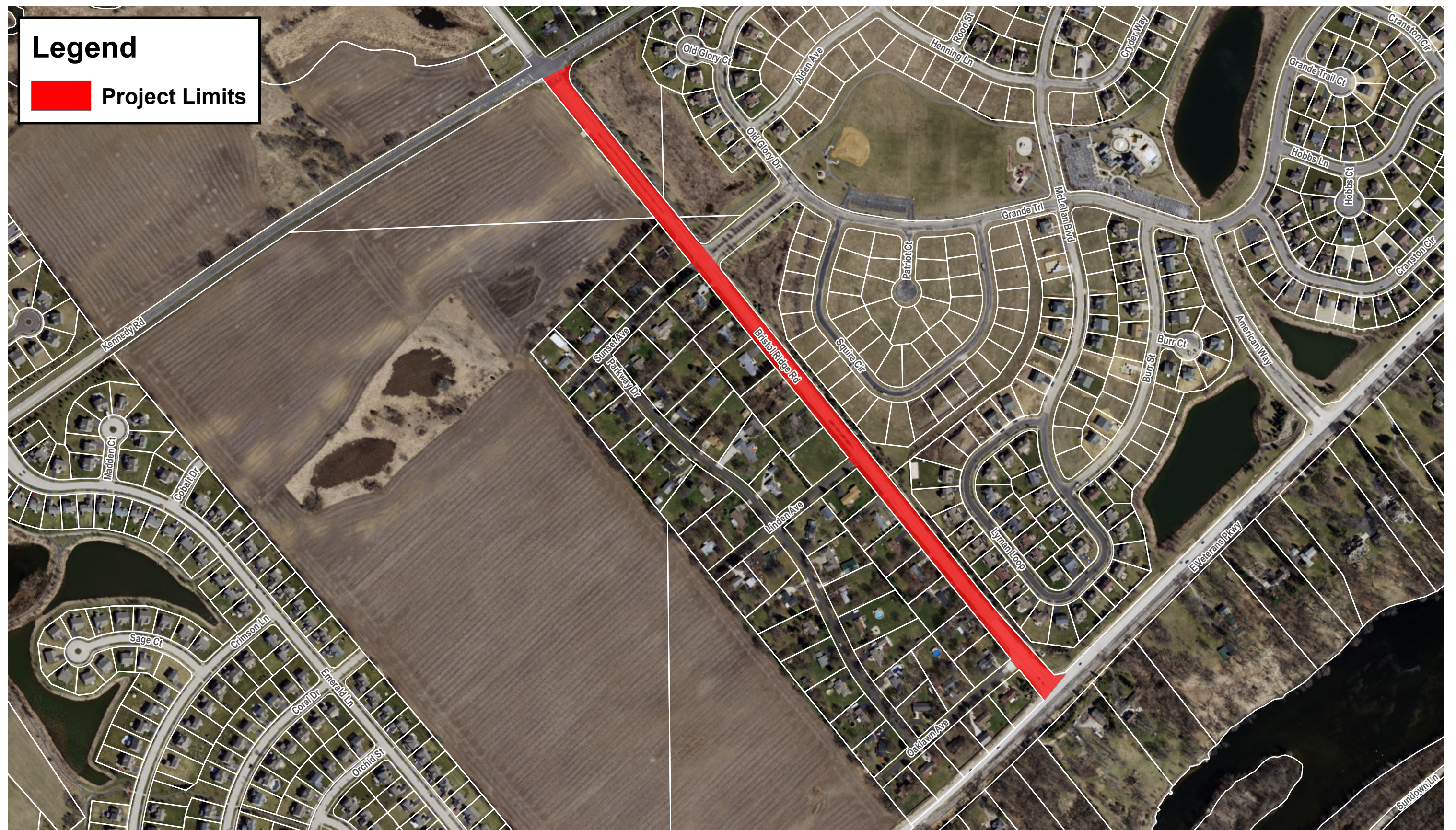
Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The _____ Clerk of _____ is directed to transmit 3 (three) copies of the AGREEMENT and Resolution to IDOT District __ Bureau of Local Roads and Streets.

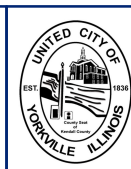
I, _____, _____ Clerk in and for _____, Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the forgoing to be a true, perfect and complete copy of the resolution approved by the _____ at its meeting on the _____ day of _____, 20__.

Legend

 Project Limits

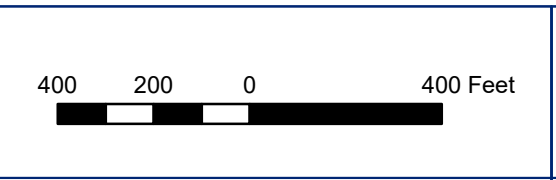


Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554
(630) 466-6700
www.eeiweb.com



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

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



BRISTOL RIDGE ROAD LOCATION MAP





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

Agenda Item Number

New Business #10

Tracking Number

PW 2022-40

Agenda Item Summary Memo

Title: Prairie Pointe Parking Lot Improvements

Meeting and Date: Public Works Committee – May 17, 2022

Synopsis: Prairie Pointe Parking Lot 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: May 10, 2022
Subject: Prairie Pointe Parking Lot Improvements

Bids were received, opened, and tabulated for work to be done for the Prairie Pointe Parking Lot Improvements at 11:00 a.m., May 10, 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 FY2023 budget.

We recommend the acceptance of the Bid and approval of award be made to the low bidder, Abbey Paving Co, Inc. 1949 County Line Road Aurora, IL 60502 in the total amount of **\$365,542.25.**

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

**BID SUMMARY
PRAIRIE POINTE PARKING LOT IMPROVEMENTS
UNITED CITY OF YORKVILLE**

BID TABULATION BIDS RECEIVED 11:00 A.M. 05/10/2022	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	\$464,976.00	\$388,848.50	NO BID
BID BOND	N/A	X	N/A
SIGNED BID	N/A	X	N/A
BID TABULATION BIDS RECEIVED 11:00 A.M. 05/10/2022	D. CONSTRUCTION, INC. 1488 S. Broadway St. Coal City, IL 60416	MANEVAL CONSTRUCTION 28090 W. Concrete Drive Ingleside, IL 60041	ABBEEY PAVING CO, INC. 1949 County Line Road Aurora, IL 60502
TOTAL BID	\$430,511.00	NO BID	365,542.25
BID BOND	X	N/A	X
SIGNED BID	X	N/A	X



Outstanding Service ~ Every Client ~ Every Day

BID TABULATION PRAIRIE POINTE PARKING LOT IMPROVEMENTS UNITED CITY OF YORKVILLE											
		BID TABULATION BIDS REC'D 5/10/2022		ABBEY PAVING CO, INC. 1949 County Line Road Aurora, IL 60502		GENEVA CONSTRUCTION CO. P.O. BOX 998 AURORA,IL 60507		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
40600400	MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS	TON	10.0	\$ 180.00	\$ 1,800.00	\$ 200.00	\$ 2,000.00	\$ 0.01	\$ 0.10	\$ 290.00	\$ 2,900.00
40602978	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50	TON	190.0	\$ 91.45	\$ 17,375.50	\$ 110.00	\$ 20,900.00	\$ 83.00	\$ 15,770.00	\$ 120.00	\$ 22,800.00
40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D" N50	TON	950.0	\$ 91.45	\$ 86,877.50	\$ 96.00	\$ 91,200.00	\$ 95.00	\$ 90,250.00	\$ 94.00	\$ 89,300.00
40800029	BITUMINOUS MATERIALS (TACK COAT)	POUND	4180.0	\$ 0.10	\$ 418.00	\$ 0.90	\$ 3,762.00	\$ 0.01	\$ 41.80	\$ 0.20	\$ 836.00
42000100	PORTLAND CEMENT CONCRETE PAVEMENT 6 INCH	SQ YD	55.0	\$ 88.00	\$ 4,840.00	\$ 81.00	\$ 4,455.00	\$ 80.00	\$ 4,400.00	\$ 85.00	\$ 4,675.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	3110.0	\$ 7.85	\$ 24,413.50	\$ 8.40	\$ 26,124.00	\$ 9.00	\$ 27,990.00	\$ 8.00	\$ 24,880.00
42400800	DETECTABLE WARNINGS	SQ FT	94.0	\$ 24.50	\$ 2,303.00	\$ 36.00	\$ 3,384.00	\$ 35.00	\$ 3,290.00	\$ 30.00	\$ 2,820.00
44000100	PAVEMENT REMOVAL	SQ YD	830.0	\$ 18.20	\$ 15,106.00	\$ 17.00	\$ 14,110.00	\$ 15.00	\$ 12,450.00	\$ 10.00	\$ 8,300.00
44000500	COMBINATION CURB & GUTTER REMOVAL	FOOT	1280.0	\$ 6.55	\$ 8,384.00	\$ 9.00	\$ 11,520.00	\$ 8.00	\$ 10,240.00	\$ 5.00	\$ 6,400.00
44000600	SIDEWALK REMOVAL	SQ FT	3800.0	\$ 1.50	\$ 5,700.00	\$ 1.35	\$ 5,130.00	\$ 4.00	\$ 15,200.00	\$ 2.00	\$ 7,600.00
60255500	MANHOLES TO BE ADJUSTED	EACH	1.0	\$ 250.00	\$ 250.00	\$ 865.00	\$ 865.00	\$ 800.00	\$ 800.00	\$ 750.00	\$ 750.00
60260100	INLETS TO BE ADJUSTED	EACH	3.0	\$ 250.00	\$ 750.00	\$ 610.00	\$ 1,830.00	\$ 800.00	\$ 2,400.00	\$ 400.00	\$ 1,200.00
60266600	VALVE BOXES TO BE ADJUSTED	EACH	1.0	\$ 250.00	\$ 250.00	\$ 385.00	\$ 385.00	\$ 400.00	\$ 400.00	\$ 250.00	\$ 250.00
60404800	FRAMES AND GRATES, TYPE 11	EACH	3.0	\$ 675.00	\$ 2,025.00	\$ 470.00	\$ 1,410.00	\$ 400.00	\$ 1,200.00	\$ 500.00	\$ 1,500.00
60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	1450.0	\$ 27.10	\$ 39,295.00	\$ 32.50	\$ 47,125.00	\$ 24.00	\$ 34,800.00	\$ 37.00	\$ 53,650.00
72000100	SIGN PANEL - TYPE 1	SQ FT	18.0	\$ 18.25	\$ 328.50	\$ 15.50	\$ 279.00	\$ 27.50	\$ 495.00	\$ 60.00	\$ 1,080.00
78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	25.0	\$ 8.60	\$ 215.00	\$ 16.00	\$ 400.00	\$ 10.00	\$ 250.00	\$ 20.00	\$ 500.00
78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	4550.0	\$ 0.65	\$ 2,957.50	\$ 0.43	\$ 1,956.50	\$ 2.00	\$ 9,100.00	\$ 0.80	\$ 3,640.00
X0326440	SURFACE REMOVAL, VARIABLE DEPTH (SPECIAL)	SQ YD	7700.0	\$ 3.15	\$ 24,255.00	\$ 2.95	\$ 22,715.00	\$ 2.00	\$ 15,400.00	\$ 3.00	\$ 23,100.00
X1400428	MEDIAN BARRIER GATE SYSTEM	EACH	2.0	\$ 15,030.00	\$ 30,060.00	\$ 13,241.00	\$ 26,482.00	\$ 19,610.80	\$ 39,221.60	\$ 42,000.00	\$ 84,000.00
X2200004	CHAIN LINK FENCE, 6' (SPECIAL)	FOOT	75.0	\$ 135.00	\$ 10,125.00	\$ 123.58	\$ 9,268.50	\$ 91.10	\$ 6,832.50	\$ 80.00	\$ 6,000.00
X2200011	ORNAMENTAL FENCE, 6' (SPECIAL)	FOOT	750.0	\$ 85.00	\$ 63,750.00	\$ 79.43	\$ 59,572.50	\$ 83.48	\$ 62,610.00	\$ 100.00	\$ 75,000.00
X2200017	GATE, SPECIAL 6' (15' DOUBLE SWING GATE)	EACH	2.0	\$ 4,650.00	\$ 9,300.00	\$ 4,343.00	\$ 8,686.00	\$ 3,564.00	\$ 7,128.00	\$ 2,500.00	\$ 5,000.00
X6060714	CONCRETE MEDIAN (SPECIAL)	FOOT	46.0	\$ 35.00	\$ 1,610.00	\$ 54.00	\$ 2,484.00	\$ 160.00	\$ 7,360.00	\$ 200.00	\$ 9,200.00
X6640302	CHAIN LINK FENCE REMOVAL (SPECIAL)	FOOT	70.0	\$ 5.00	\$ 350.00	\$ 30.00	\$ 2,100.00	\$ 6.60	\$ 462.00	\$ 30.00	\$ 2,100.00
X7240300	SIGN REMOVAL	EACH	6.0	\$ 50.00	\$ 300.00	\$ 15.00	\$ 90.00	\$ 165.00	\$ 990.00	\$ 70.00	\$ 420.00
X7280105	TELESCOPING STEEL SIGN SUPPORT (SPECIAL)	FOOT	135.0	\$ 20.35	\$ 2,747.25	\$ 22.50	\$ 3,037.50	\$ 22.00	\$ 2,970.00	\$ 25.00	\$ 3,375.00
XX009224	CLASS D PATCHES, (SPECIAL)	SQ YD	790.0	\$ 12.35	\$ 9,756.50	\$ 22.25	\$ 17,577.50	\$ 74.00	\$ 58,460.00	\$ 30.00	\$ 23,700.00
	TOTAL BID				365,542.25		388,848.50		430,511.00		464,976.00
% BELOW/ABOVE ENGINEER'S ESTIMATE				-21.38%		-16.37%		-7.41%			



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 2022-41

Agenda Item Summary Memo

Title: Public Works Facility Interim Phase Space Needs

Meeting and Date: Public Works Committee – May 17, 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: May 11, 2022
Subject: Interim phase space needs, Public Works building

Summary

Consideration of a professional services agreement with Kluber, Inc. for space needs planning and analysis for the new Public Works building.

Background

This item was last discussed in late 2021, when the City Council reviewed a space needs analysis and presentation from Kluber related to the City's Public Works building. A few City Council members at that time had expressed interest in diving further into the plans to more tightly control the budget and initial buildout. Staff has provided a proposal from Kluber to do that work, as well as provide for a site-specific analysis for whenever the City identifies a property for the Public Works building. Chris Hansen, Architect with Kluber, will be present at the meeting to answer questions.

The attached agreement contains a \$17,600 fee for Kluber's work on various items under the scope (page 1) which will satisfy the City's wishes to further tailor the Public Works building. This study will also allow us to transition more easily into a design contract in the future (procurement method and consultant selection TBD).

Recommendation

While this agreement cost is less than the threshold for City Council approval, the City already contracted with Kluber recently and this new contract would put the aggregate spend with this vendor above \$25,000 within a 12-month period. Thus, we recommend City Council approval of this agreement.



AIA[®] Document G802[™] – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
1370 - Yorkville - PW Study
610 Tower Lane & 609 N. Bridge
Street; 185 Wolf Street, Yorkville,
Illinois 60560

AGREEMENT INFORMATION:
Date: April 30, 2021

AMENDMENT INFORMATION:
Amendment Number: 001
Date: April 18, 2022

OWNER: *(name and address)*
United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

ARCHITECT: *(name and address)*
Kluber, Inc.
41 W. Benton Street
Aurora, Illinois 60506

The Owner and Architect amend the Agreement as follows:
Provide limited Schematic Design Services for the Yorkville Public Works project as follows:

SCOPE OF ADDITIONAL SERVICES:

Limited Schematic Design Services:

- Discuss alternative approaches for design and construction of the Project, including the feasibility of incorporating a phased approach to the work.
- These services will focus initially on the Public Works building components only.
- Conduct a building and zoning code review for the identified project site.
- Prepare basic colored site and floor plans for each floor level that indicate site circulation, building walls, doors, windows, vertical circulation (where required) equipment spaces and room names for the proposed project. The intent of these plans is to confirm programmatic adjacencies, flow and circulation patterns for the building and site. These drawings shall illustrate the scale and relationship of the Project components.
- Prepare a revised construction Cost of Work.
- Prepare a revised schedule for a phased approach.
- Present the updated findings to the Village Board for action and approval.

Deliverables:

- Scaled Site Plans
- Scaled Floor Plans
- Updated schedule.
- Updated cost estimate.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Limited Schematic Design Services	\$ 17,600.00
Total Additional Services:	\$ 17,600.00

Schedule Adjustment:

TBD as mutually agreed with Owner.

SIGNATURES:

Kluber, Inc.

ARCHITECT *(Firm name)*



SIGNATURE

Michael T. Kluber, P.E.
President

PRINTED NAME AND TITLE

April 18, 2022

DATE

United City of Yorkville

OWNER *(Firm name)*

SIGNATURE

Bart Olson, City Administrator

PRINTED NAME AND TITLE

DATE



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

Agenda Item Number

New Business #12

Tracking Number

PW 2022-42

Agenda Item Summary Memo

Title: Vehicle and Equipment Purchase

Meeting and Date: Public Works Committee – May 17, 222

Synopsis: Proposed purchase of tractor and utility vehicle. Trade in of tractor.

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
Rob Fredrickson, Finance Director
Date: May 2, 2022
Subject: PW Vehicle & Equipment Purchases and Disposal of Property

Summary

Below please find a list of vehicles that PW is proposing to purchase, and a list of vehicles and equipment that PW is proposing to dispose of.

Background

As part of the budgeting process, Public Works was asked to submit a list of vehicles and equipment for purchasing in the upcoming budget year. This year the list was made up of:

Single Axle Dump Truck -	\$240,000
Leaf Vacuum -	\$110,000
One Ton Pickup (2) -	\$110,000
Tractor -	\$95,000
UTV -	\$15,000
Sealcoat Machine -	\$60,000
Striping Machine -	\$8500
Transit Van (2) Water Dept.	\$80,000
F250 Pickup Sewer Dept.	\$48,000

At this time, we are working on obtaining bids or quotes for all the vehicles and equipment, but we have only received to quotes back at this time for the tractor and utility vehicle.

Proposed Tractor Purchase

This tractor will be used to mow ditches and large right of way areas. It is a 100 horsepower tractor which is a significant increase in power over the old unit. This increase in horsepower will give us the option to purchase a boom mower in the future as well as giving us increased power to pull our batwing mower. Our current tractor struggled at times pulling our mower, it was right at the minimum horsepower needed run that piece of equipment. When the grass got thick or tall, we would have to slow down to a crawl and sometimes mow the area twice to get it all cut evenly. This tractor will also have 4 wheel drive which our current tractor does not. This will allow us to use this tractor for snow removal if needed. I would envision using this tractor in parking lots, such as new city hall behind the fence, with a 10' snow pusher on the front. With the independent brakes, and a 10' snow pusher, this is a much more efficient snow mover in a parking lot. Lastly, this tractor is large enough and powerful enough to use with a boom mower. A boom mower mounts on the rear or under the middle of the tractor and has a jointed arm with a rotary mower attached to it. It allows you to reach out, in our case 15-

20', and mow uneven areas such as the bottoms of steep ditches, it will clear brush and small branches as well all while sitting on level ground which is a tremendous safety improvement. The boom mower will also let us mow behind guardrails, over the sides of bridge embankments, and along creeks such as the Rob Roy at the west end of Fox Hill.

Trade in of Current Tractor

Our current tractor is a 2012 Kubota M7040F with a loader bucket. This tractor has served its purpose but was never the tractor we thought it was going to be. The tractor was capable of pulling our 10' batwing mower, but just barely. It was not quite big enough to load trucks with material, it does not have 4 wheel drive, and you cannot spread the axles out wide enough to make a stable stance for mowing steep ditches safely. When we purchased this tractor in 2013, we bought what we could, not what was truly needed. After 10 years of service, it is time to upgrade to the tractor we should have purchased in the first place.

Proposed UTV purchase

We are proposing a new John Deere gator to replace our current gator that I believe was purchased in the late 1990's. Our current unit has been a reliable unit, but it is old and tired and needs to be replaced. I do not think it has any trade in value, so we will keep our current unit for a spare for PW and Parks. If we find it does not have any use as a spare, staff will bring for a recommendation to dispose at that time.

Below please find a cost break down of the tractor and utility vehicle.

Tractor

Budgeted -	\$95,000
Quoted -	\$83,326
Balance -	\$11,674
Trade in budgeted -	\$40,000
Trade in quoted -	\$24,000
Difference	\$16,000
Balance	\$4,326

UTV

Budgeted -	\$15,000
UTV Quote -	\$11,385
Difference	\$3,615
Ending Balance	\$711

I am not worried about the small negative impact to the overall budget, we will more than make up for that with the sale of other vehicles later this year.

The reason for the discrepancy in the budgeted price and trade in price of the tractor is that I started gathering information last November, since that time the used market has cooled down slightly, prices are not where they were last fall for small utility tractors. I also was conservative with the new tractor price because the salesmen couldn't give an exact answer so far out from the time of the actual purchase.

To make sure we were getting a fair price for the trade in, I contacted a nationwide equipment auction service to ask them if they were interested in selling it for us at an upcoming auction. They also told me that the tractor was worth somewhere in the \$20,000-\$25,000 range, and they take a 10% commission. This tells me that our vendor was being honest with the trade in price.

Both of these purchases are from Sourcewell contracts and both have been budgeted for purchase in the FY 23 budget.

Recommendation

I recommend approval of the purchase of the John Deere 6120E tractor as specified from AHW, LLC in the amount of \$83,326.33

I recommend the purchase of the John Deere Gator HPX615E as specified from AHW, LLC in the amount of \$11,385.85

I recommend the trade in of a 2012 Kubota M7040F, as is, to AHW, LLC in the amount of \$24,000.



JOHN DEERE

Quotes are valid for 30 days from the creation date of the quote OR until the contract expires.

A Purchase Order or Letter of Intent is required for all orders.

To expedite the delivery of equipment, the below information must be included on your Purchase Order or Letter of Intent.

For any questions, please contact:

George Ohara

AHW LLC
559 South Main
Elburn, IL 60119

Tel: 630-365-6020
Fax: 630-365-6101
Email: gohara@ahwllc.com

- ☐ Vendor: Deere & Company
- ☐ 2000 John Deere Run
- ☐ Cary, NC 27513
- ☐ Signature
- ☐ Shipping address
- ☐ Billing address
- ☐ Billing email address

If information is not included, the Purchase Order or Letter of Intent will be returned.

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

AHW LLC
559 South Main
Elburn, IL 60119
630-365-6020
dleburn@ahwllc.com

Quote Summary**Prepared For:**

Eric Dhuse
UNITED CITY OF YORKVILLE
Eric Dhuse
800 GAME FARM RD
YORKVILLE, IL 60560
Business: 630-553-4370
edhuse@yorkville.il.us

Delivering Dealer:

AHW LLC
George Ohara
559 South Main
Elburn, IL 60119
Phone: 630-365-6020
gohara@ahwllc.com

Quote ID: 26556385
Created On: 26 April 2022
Last Modified On: 26 April 2022
Expiration Date: 30 May 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 6120E Cab Tractor (101 PTO hp) Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70) Price Effective Date: April 25, 2022	\$ 99,468.90	\$ 75,596.37 X	1 =	\$ 75,596.37
JOHN DEERE H310 Standard Loader Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70) Price Effective Date: April 25, 2022	\$ 10,171.00	\$ 7,729.96 X	1 =	\$ 7,729.96
Equipment Total				\$ 83,326.33

Trade In Summary	Qty	Each	Extended
2012 KUBOTA M7040 - 21438	1	\$ 24,000.00	\$ 24,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 24,000.00
Trade In Total			\$ 24,000.00

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 83,326.33

Trade In \$ (24,000.00)

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE



Tomorrow's Solutions Today

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

AHW LLC
559 South Main
Elburn, IL 60119
630-365-6020
dlelburn@ahwllc.com

SubTotal	\$ 59,326.33
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 59,326.33
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 59,326.33

Salesperson : X _____

Accepted By : X _____

Confidential



Selling Equipment

Quote Id: 26556385 Customer Name: UNITED CITY OF YORKVILLE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

AHW LLC
559 South Main
Elburn, IL 60119
630-365-6020
dlelburn@ahwllc.com

JOHN DEERE 6120E Cab Tractor (101 PTO hp)

Hours:

Stock Number:

Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

Price Effective Date: April 25, 2022

Suggested List *

\$ 99,468.90

Selling Price *

\$ 75,596.37

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
333FP	6120E Cab Tractor (101 PTO hp)	1	\$ 94,041.00	24.00	\$ 22,569.84	\$ 71,471.16	\$ 71,471.16
Standard Options - Per Unit							
182B	GreenStar™ Ready	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
183B	Less JDLINK™ Hardware	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
185A	JDLINK™ Connectivity	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual North America	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0500	Less Package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1386	12F/12R PowrReverser™ Transmission - Wet Clutch, EH PTO, 30 km/h	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1950	Less Application	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2050	Cab Standard	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2100	Cab Seat Mechanical Suspension	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3320	Two Rear Selective Control Valve with Lever Controls	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4015	Standard Hitch	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4120	Telescopic Draft Links	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4315	Standard Drawbar	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4420	Sway Chains	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5212	460/85R34 In. 8PR R1 Radial	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6045	MFWD (4 Wheel Drive) Front Axle, electro-hydraulic activation.	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00



Selling Equipment

Quote Id: 26556385 Customer Name: UNITED CITY OF YORKVILLE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

AHW LLC
559 South Main
Elburn, IL 60119
630-365-6020
dlelburn@ahwllc.com

6210	340/85R24 In. 8PR R1 Radial	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
7700	Shipping Preparation for Truck	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
8726	Rotating Warning Light (Beacon Light)	1	\$ 263.00	24.00	\$ 63.12	\$ 199.88	\$ 199.88
8910	2-Function Mechanical Independent Control Valve Loader Ready	1	\$ 4,495.00	24.00	\$ 1,078.80	\$ 3,416.20	\$ 3,416.20
Standard Options Total			\$ 4,758.00		\$ 1,141.92	\$ 3,616.08	\$ 3,616.08
Technology Options/Non-Contract/Open Market							
1880	Less Receiver	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1900	Less Display	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
Technology Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
BW15781	Fender Kit - FENDER KIT, FENDER KIT, FENDERS, ST	1	\$ 578.60	24.00	\$ 138.86	\$ 439.74	\$ 439.74
BSJ10026	Audible Warning Alarm - AUDIBLE WARNING ALARM, BACKUP ALARM	1	\$ 91.30	24.00	\$ 21.91	\$ 69.39	\$ 69.39
Dealer Attachments Total			\$ 669.90		\$ 160.77	\$ 509.13	\$ 509.13
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 99,468.90		\$ 23,872.53	\$ 75,596.37	\$ 75,596.37

JOHN DEERE H310 Standard Loader

Equipment Notes:

Hours:

Stock Number:

Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

Price Effective Date: April 25, 2022

Suggested List *

\$ 10,171.00

Selling Price *

\$ 7,729.96

* Price per item - includes Fees and Non-contract items



Selling Equipment

Quote Id: 26556385 Customer Name: UNITED CITY OF YORKVILLE

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

AHW LLC
559 South Main
Elburn, IL 60119
630-365-6020
dlelburn@ahwllc.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
04C1P	H310 Standard Loader	1	\$ 11,840.00	24.00	\$ 2,841.60	\$ 8,998.40	\$ 8,998.40
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0500	Less package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1995	Less mounting frame	1	\$ -1,810.00	24.00	\$ -434.40	\$ -1,375.60	\$ -1,375.60
2600	H310 Standard farm loader, non-self-leveling (NSL) - Two-function	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3995	Less hydraulic hoses and controls	1	\$ -405.00	24.00	\$ -97.20	\$ -307.80	\$ -307.80
4555	2-Function Single Point Hydraulic Connection (Tractor Half and Loader Half)	1	\$ 546.00	24.00	\$ 131.04	\$ 414.96	\$ 414.96
5535	Hood guard	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6995	Less ballast box	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
8215	1850-mm (73-in.) global heavy-duty bucket	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ -1,669.00		\$ -400.56	\$ -1,268.44	\$ -1,268.44
Total Selling Price			\$ 10,171.00		\$ 2,441.04	\$ 7,729.96	\$ 7,729.96



Trade-in

Quote Id: 26556385

Customer Name: UNITED CITY OF YORKVILLE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

2012 KUBOTA M7040 SN# 21438	
Machine Details	
Description	Net Trade Value
2012 KUBOTA M7040	\$ 24,000.00
SN# 21438	
Your Trade In Description	
Additional Options	
Hour Meter Reading	1480
Total	\$ 24,000.00

Quotes are valid for 30 days from the creation date of the quote OR until the contract expires.

A Purchase Order or Letter of Intent is required for all orders.

To expedite the delivery of equipment, the below information must be included on your Purchase Order or Letter of Intent.

For any questions, please contact:

George Ohara

AHW LLC
559 South Main
Elburn, IL 60119

Tel: 630-365-6020
Fax: 630-365-6101
Email: gohara@ahwllc.com

- Vendor: Deere & Company
- ☐ 2000 John Deere Run
Cary, NC 27513
 - ☐ Signature
 - ☐ Shipping address
 - ☐ Billing address
 - ☐ Billing email address

If information is not included, the Purchase Order or Letter of Intent will be returned.

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

AHW LLC
 559 South Main
 Elburn, IL 60119
 630-365-6020
 dlelburn@ahwllc.com

Quote Summary
Prepared For:

Eric Dhuse
 UNITED CITY OF YORKVILLE
 Eric Dhuse
 800 GAME FARM RD
 YORKVILLE, IL 60560
 Business: 630-553-4370
 edhuse@yorkville.il.us

Delivering Dealer:

AHW LLC
 George Ohara
 559 South Main
 Elburn, IL 60119
 Phone: 630-365-6020
 gohara@ahwllc.com

Quote ID: 26534572
Created On: 22 April 2022
Last Modified On: 22 April 2022
Expiration Date: 23 May 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE GATOR™HPX615E (Model Year 2022)	\$ 13,094.01	\$ 11,260.85 X	1 =	\$ 11,260.85
Customer Delivery Charge - Commercial & Utility		\$ 125.00 X	1 =	\$ 125.00
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)				
Price Effective Date: April 21, 2022				
Sub Total				\$ 11,385.85
Equipment Total				\$ 11,385.85

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 11,385.85
Trade In	
SubTotal	\$ 11,385.85
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 11,385.85
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 11,385.85

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 26534572 **Customer Name:** UNITED CITY OF YORKVILLE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

AHW LLC
 559 South Main
 Elburn, IL 60119
 630-365-6020
 dlelburn@ahwllc.com

JOHN DEERE GATOR™HPX615E (Model Year 2022)

Hours:

Suggested List *

Stock Number:

\$ 13,094.01

Contract: Sourcewell Grounds Maintenance 031121-DAC
 (PG NB CG 70)

Selling Price *

\$ 11,260.85

Price Effective Date: April 21, 2022

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
57G6M	GATOR™HPX615E (Model Year 2022)	1	\$ 11,899.00	14.00	\$ 1,665.86	\$ 10,233.14	\$ 10,233.14
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	Build To Order	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1011	High-Performance All-Purpose (HPAP) Tires	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2006	Bench Seat Yellow	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
2350	Park Position in Transmission	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3003	Cargo Box with Spray In Liner, Brake and Tail Lights	1	\$ 490.00	14.00	\$ 68.60	\$ 421.40	\$ 421.40
3120	Cargo Box Manual Lift with Prop Rod	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4000	OPS with Nets	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
4030	Black Poly Roof	1	\$ 506.00	14.00	\$ 70.84	\$ 435.16	\$ 435.16
4249	Less Front Brush Guard	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 996.00		\$ 139.44	\$ 856.56	\$ 856.56
Dealer Attachments/Non-Contract/Open Market							
BM26583	Seat-Belt Comfort Strap (2)	1	\$ 107.00	14.00	\$ 14.98	\$ 92.02	\$ 92.02
BUC10608	Front Turn Signal Light Kit	1	\$ 92.01	14.00	\$ 12.88	\$ 79.13	\$ 79.13
Dealer Attachments Total			\$ 199.01		\$ 27.86	\$ 171.15	\$ 171.15
Value Added Services							
	Customer Delivery Charge - Commercial & Utility	1	\$ 125.00			\$ 125.00	\$ 125.00
Value Added Services Total			\$ 125.00			\$ 125.00	\$ 125.00
Total Selling Price			\$ 13,094.01		\$ 1,833.16	\$ 11,260.85	\$ 11,385.85



JOHN DEERE



Tomorrow's Solutions Today

Selling Equipment

Quote Id: 26534572 **Customer Name:** UNITED CITY OF YORKVILLE

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

AHW LLC
559 South Main
Elburn, IL 60119
630-365-6020
dlelburn@ahwllc.com

Vehicle #	Y52	Year	2012	United City of Yorkville	
Make	Kubota	Model	M7040F		
Miles		Hours		Vehicle Replacement Guideline Evaluation Form	
Original \$		(date)	5/1/2013		
Budgeted Replacement \$	\$85,000.00			Replacement Point Range:	
Sale /Auction / Estimated Trade-in \$	\$25,000.00			Under 18 points	Condition I Excellent
Life Expectancy	15			18 - 22 points	Condition II Good
Type of Service	5			23 - 27 points	Condition III Qualifies for replacement
Division	Public Works			28+ points	Condition IV High priority replacement



FACTOR	POINTS	DESCRIPTION	VEHICLE SCORE
AGE	1	Each year of chronological age	3
MILES / HOURS	1	Each 10,000 miles of usage	
	1	Each 700 hours of usage (priority over miles on heavy duty and off-road equipment)	
TYPE OF SERVICE	1	Standard sedans and light pickups	5
	2	Standard vehicles with the occasional off-road usage	
	3	Vehicles that pull trailers, haul heavy loads, has continued off-road usage, and police	
	4	Any vehicle involved in snow removal	
	5	Police emergency response vehicles	
RELIABILITY (PM work is not included)	1	In shop one time within a three month time period, no major breakdowns or road calls	1
	2	In shop one time within a three month time period, 1 breakdown or road call within a three	
	3	In shop more than twice within a one month time period, no major breakdown or road call	
	4	In shop more than once within one month time period, two or more breakdowns/road calls	
	5	In shop more than twice monthly, two or more breakdowns within one month time period	
MAINTENANCE AND REPAIR COSTS (Accident Repairs not included)	1	Maintenance costs (cumulative total) are \leq 10% of purchase cost	1
	2	Maintenance costs (cumulative total) are \leq 25% of purchase cost	
	3	Maintenance costs (cumulative total) are \leq 45% of purchase cost	
	4	Maintenance costs (cumulative total) are \leq 60% of purchase cost	
	5	Maintenance costs (cumulative total) are \geq 61% of purchase cost	
CONDITION	1	Good drive train and minor body imperfections (road chips, scratches)	1
	2	Imperfections in body & paint, paint fading & dents, interior fair (no rips, tears, burns),	
	3	Noticeable imperfections in body and paint surface, some minor rust, minor damage from	
	4	Previous accident damage, poor paint and body condition, rust (holes), bad interior (tears,	
	5	Previous accident damage, poor paint, bad interior, drive train that is damaged or	

TOTAL 11



Reviewed By:	
Legal	<input checked="" 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 2022-43

Agenda Item Summary Memo

Title: Mailbox Reimbursement Policy Amendment

Meeting and Date: Public Works Committee – May 17, 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:
Subject:

Summary

Review of a change in the amount of the reimbursement under the City's mailbox replacement policy.

Background

In 2006, the City Council approved a mailbox reimbursement policy which covers City reimbursement of mailbox damage during snow removal operations. This policy has been used ever since, with no change in the value of the reimbursement at \$75. During the 2021/2022 winter season, the City had a handful of direct mailbox strikes, and the receipts generated by residents to replace the mailbox were much greater than \$75. In most cases, these receipts were between \$150 and \$200.

Recommendation

We've drafted an amendment to the mailbox reimbursement policy to change the reimbursement amount to account for inflation between 2006 and current, and then to peg the amount to inflation going forward. We think this is a reasonable change to the policy and staff recommends its approval.

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,
ILLINOIS, APPROVING AN AMENDMENT TO THE MAILBOX STANDARDS AND
REPLACEMENT POLICY**

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 this State; and,

WHEREAS, the City desires to amend the reimbursement rate of the Mailbox Standards and Replacement Policy due to inflation; and,

WHEREAS, it has been determined to be in the best interests of the City to amend the Mailbox Standards and Replacement Policy, in the form attached hereto in Exhibit “A”.

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

1. That the Mailbox Standards and Replacement Policy approved pursuant to Resolution No.2006-13 passed on February 28, 2006 is hereby repealed; and
2. That the Mailbox Standards and Replacement Policy in the form set forth on Exhibit “A” attached hereto and incorporated herein are hereby adopted.

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



United City of Yorkville

800 Game Farm Road

Yorkville, Illinois 60560

Telephone: 630-553-4350

www.yorkville.il.us

United City of Yorkville Mailbox Standards and Replacement Policy

Mailbox Standards

The United City of Yorkville follows the guidelines set forth by the United States Postal Service regarding mailbox placement and standards. (Exhibit 1) The full version of the document is United States Postal Service Bulletin 21997 (5-6 9- 9).

Mailbox Replacement

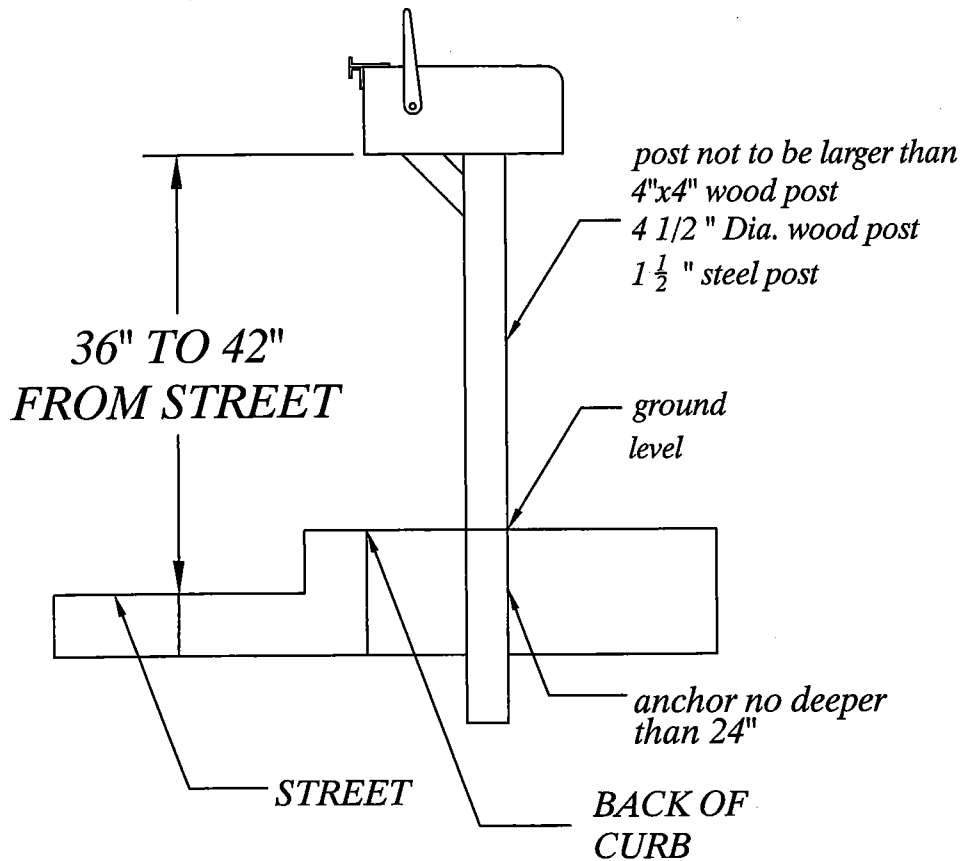
Criteria for mailbox replacement

1. Mailbox must meet City standards for installation and material.
2. Only mailboxes that are struck directly by a City vehicle or piece of equipment will be eligible for replacement. Damage caused by snow will not be eligible for replacement.

Mailbox Replacement Procedure

1. Resident must notify the Public Works Department within three (3) days of the occurrence. During this time, a temporary mailbox will be placed until a determination can be made as to whether or not the City is responsible.
2. A Public Works representative will inspect the mailbox and make a determination as to whether or not the mailbox was properly installed, the material was in good condition, and if it was struck by a city vehicle.
3. If the determination is made that the City is responsible for replacement of the mailbox, the homeowner is eligible for reimbursement of up to \$125.00 for material to replace the mailbox, said amount increased or decreased annually pursuant to the consumer price index for the prior calendar year. Reimbursement may be submitted to the City after the homeowner installs a new mailbox and it is inspected by a Public Works representative.
4. If it is determined that the City is not responsible for the damage, it will be the homeowner's responsibility to replace the mailbox following City Standards.

UNITED CITY OF YORKVILLE
STANDARDS FOR MAILBOX PLACEMENT



1. Mailbox height is 36" to 42" measured from the bottom of the mailbox to street level.
2. The front of the mailbox may NOT extend beyond the back of the curb or overhang the curb or street. A 6" setback measured from the back of the curb to the front of the mailbox is suggested. However, the front of the mailbox should NOT be greater than 6" from the back of the curb.
3. **UNACCEPTABLE SUPPORT STRUCTURES**

Brick	Concrete
Block	Masonry Columns
Stone	Large Dimensional Lumber or Steel



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 #14

Tracking Number

PW 2022-44

Agenda Item Summary Memo

Title: Park and Freemont Street Stop Sign

Meeting and Date: Public Works – May 12, 2022

Synopsis: Verbal discussion will take place during the meeting.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Erin Willrett Administration
Name Department

Agenda Item Notes:

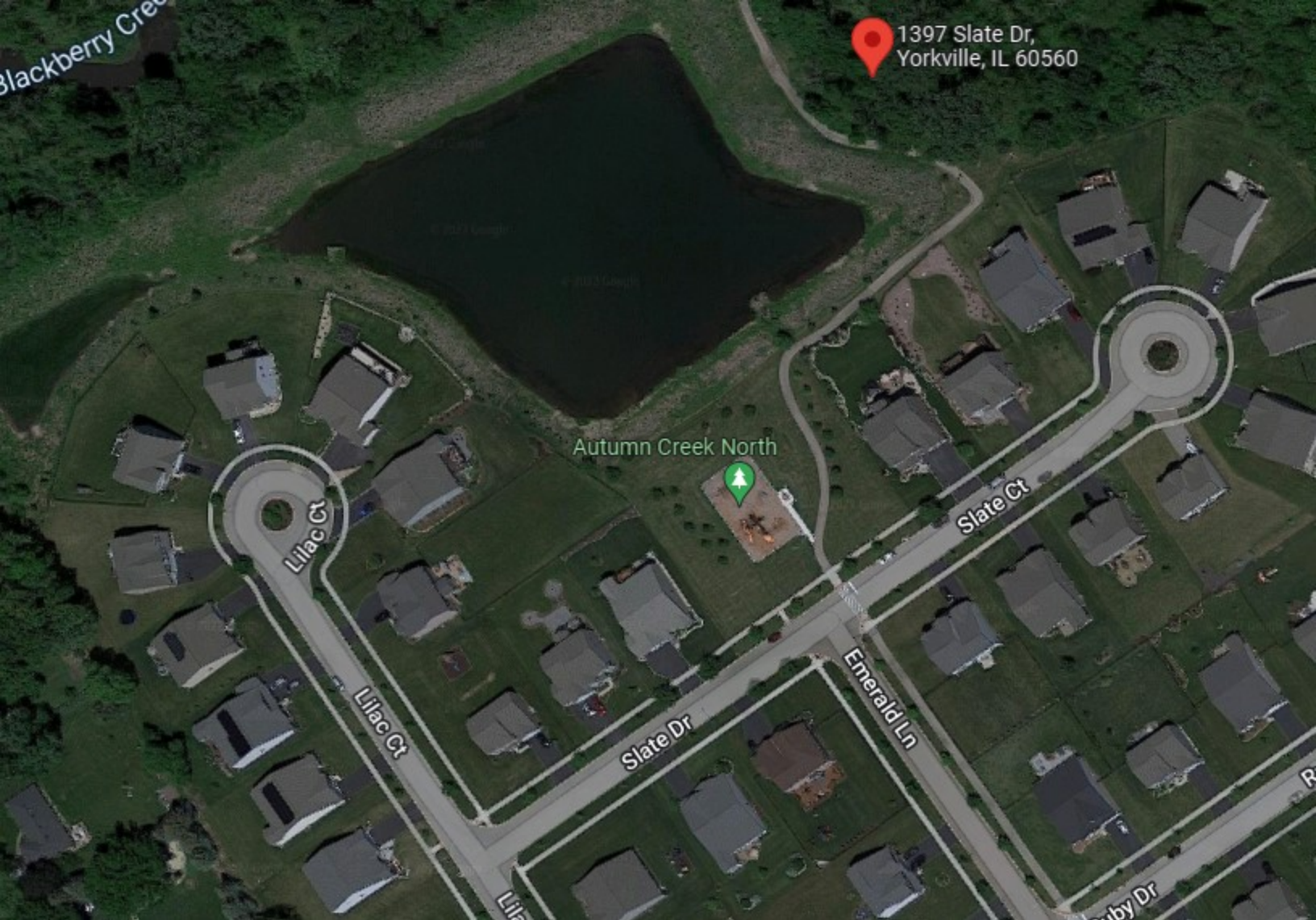
Discussion will take place during the meeting.



Hiding Spot Park



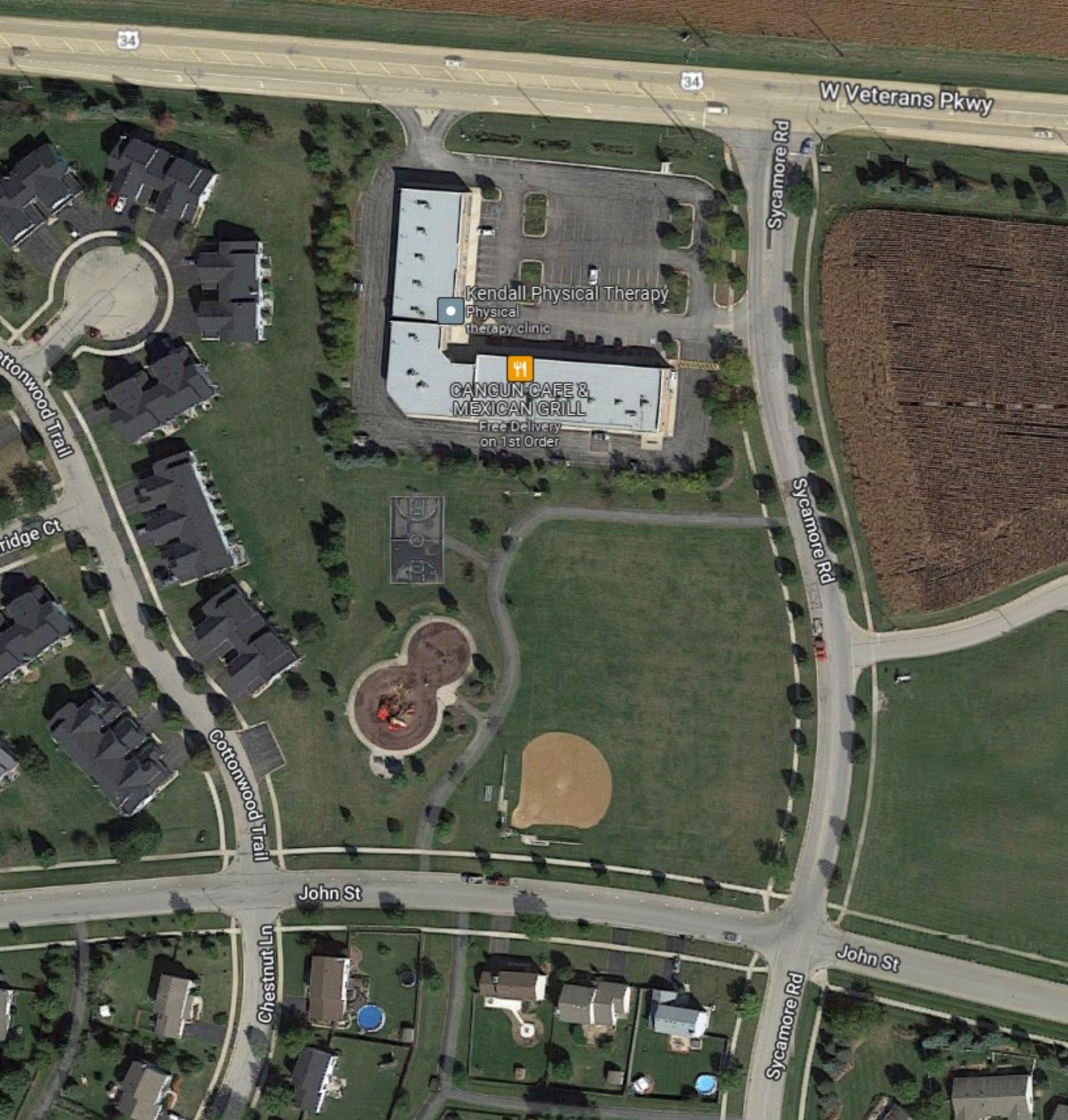
Caledonia



Autumn Creek



Cannonball



Fox Hill



Town Square Park



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

Agenda Item Number

New Business #15

Tracking Number

PW 2022-45

Agenda Item Summary Memo

Title: Supplemental MFT Resolution for Bulk Rock Salt

Meeting and Date: Public Works Committee – May 17, 2022

Synopsis: Annual resolution appropriating MFT funds for the purchase of bulk rock salt.

Council Action Previously Taken:

Date of Action: CC – 5/25/21 Action Taken: Approved

Item Number: PW 2021-36

Type of Vote Required: Positive

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: May 10, 2022
Subject: MFT resolution for bulk rock salt purchase

Summary

As with any MFT project, a resolution is required to be submitted to IDOT for approval.

Background

Each year we must submit to IDOT our intent (or not) to purchase salt through them. This year staff is requesting a maximum purchase of 2160 tons of salt @ \$95.00 per ton. The price is a conservative estimate based on last years price, the volatility of the market, and the high inflation.

In years past, we have been allowed to roll over our contract for 1 year to hold the price steady. This option was NOT offered this year. I took this into consideration when estimating the price as well. Our price last year was \$60.79 per ton which was up approximately \$15/ton from the previous year. My instinct tells me that, if they don't offer a roll over to hold the current price, they are expecting a significant price increase and do not think the salt vendors will honor the lower prices. To put it bluntly, I am preparing for the worst.

On a positive note, if the salt bids come in lower than anticipated, we will have more money in the MFT account next year to put towards other projects.

Recommendation

Staff recommends approval of this resolution.



**Resolution for Maintenance
Under the Illinois Highway Code**



Resolution Number	Resolution Type	Section Number
	Supplemental	23-00000-00-gm

BE IT RESOLVED, by the Council of the City of
Governing Body Type Local Public Agency Type
Yorkville Illinois that there is hereby appropriated the sum of
Name of Local Public Agency
Two Hundred Five Thousand Two Hundred Dollars (\$205,200.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from
05/01/22 to 04/30/23
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Yorkville
Local Public Agency Type Name of Local Public Agency
 shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

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

I City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type
 of Yorkville in the State of Illinois, and keeper of the records and files thereof, as
Name of Local Public Agency
 provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of Yorkville at a meeting held on _____
Governing Body Type Name of Local Public Agency Date

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

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date

--	--

Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Insert the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box, choose the type of resolution: -Original would be used when passing a resolution for the first time for this project. -Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. -Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement covered by the resolution.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Resolution Amount	Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().
Beginning Date	Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.
Ending Date	Insert the ending date of the maintenance period.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Name of Clerk	Insert the name of the LPA Clerk.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day the Clerk signed the document.
Month, Year	Insert the month and year of the clerk's signature.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation representative shall sign and date here upon approval.

**Three (3) certified signed originals must be submitted to the Regional Engineer's District office.
Following IDOT's approval, distribution will be as follows:**

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District



Estimate of Maintenance Costs

Submittal Type **Supplemental**

Estimate of Cost for

Municipality

Local Public Agency

City of Yorkville

County

Kendall

Section Number

23-00000-00-GM

Beginning

05/01/22

Maintenance Period

Ending

04/30/23

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Snow Removal	IIA		Bulk Rock Salt	ton	2,160	\$95.00	\$205,200.00	\$205,200.00
Total Operation Cost								\$205,200.00

Estimate of Maintenance Costs Summary

Maintenance

Local Public Agency Labor

Local Public Agency Equipment

Materials/Contracts(Non Bid Items)

Materials/Deliver & Install/Materials Quotations (Bid Items)

Formal Contract (Bid Items)

Maintenance Total

MFT Funds	RBI Funds	Other Funds	Estimated Costs

Estimated Maintenance Eng Costs Summary

Maintenance Engineering

Preliminary Engineering

Engineering Inspection

Material Testing

Advertising

Bridge Inspection Engineering

Maintenance Engineering Total

MFT Funds	RBI Funds	Other Funds	Total Est Costs

Total Estimated Maintenance

--	--	--	--

Remarks

SUBMITTED

Local Public Agency Official

Date

Title

County Engineer/Superintendent of Highways

Date

APPROVED

Regional Engineer

Department of Transportation

Date

NOTE: Form instructions should not be included when the form is submitted

This form is used by all Local Public Agencies (LPAs) to submit their maintenance program and also submit their maintenance expenditure statements. A resolution (BLR 14220) must be submitted and approved by the Illinois Department of Transportation (IDOT) prior to incurring any expenditures. For items required to be bid the estimate of cost must be submitted prior to submittal of required bidding documents. Authorizations will be made based on the resolution and/or the approved contract/acceptance/material quotations documents.

The maintenance expenditure statement must be submitted within 3 months of the end of the maintenance period. Maintenance resolutions and estimates submitted for future maintenance periods after that date will not be processed until the delinquent maintenance expenditure statement has been submitted. Only one form needs to be completed per maintenance period, combine all operations on one form.

For additional information refer to the Bureau of Local Roads Manual (BLRS), Chapter 14. For signature requirements refer to Chapter 2, section 3.05(b) of the BLRS Manual.

For items being completed for the estimate all materials, equipment, labor and contract amounts are considered estimates. For estimates where LPA equipment is completed, an Equipment Rental Schedule (BLR 12110) must also be submitted for approval. When completing the form for the Maintenance Expenditure all items must be actual amounts spent.

Maintenance — From the drop down choose which type of document is being submitted. Choose Estimate of Cost if an estimate is being submitted, choose Maintenance Expenditure Statement if a maintenance expenditure statement is being submitted

Submittal — Choose the type of submittal, if this is the first submittal choose original, if revising a previous submittal choose, revised. If adding to a previous submittal choose supplemental.

Estimate of Cost For — Select the type of LPA submitting this form from the drop down. Types to choose are County, Municipality, or Road District/Township.

Local Public Agency — Insert the name of the Local Public Agency.

County — Insert the County in which the Local Public Agency is located.

Maintenance Period

Beginning — Insert the beginning date of the maintenance period.

Ending — Insert the ending date of the maintenance period.

Section — Insert the section number assigned to this project. The letters at the end of the section number will always be a "GM".

Maintenance Operations — List each maintenance operation separately

Maintenance Eng. Category — From the drop down choose the maintenance engineering category as it applies to the operation listed to the left. The definitions of the categories can be found in the BLRS Manual Chapter 14, section 14-2.04

Maintenance Engineering Categories are:

Category I — Services purchased without a proposal such as electric energy or materials purchased from Central Management Services' Joint Purchasing Program or another joint purchasing program that has been approved by the District BLRS or CBLRS.

Category II-A — Maintenance items that are not included in Maintenance Engineering Category I or do not require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution.

Category II-B — Routine maintenance items that require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution. Routine maintenance includes all items in the following work categories: snow removal, street sweeping, lighting and traffic signal maintenance, cleaning ditches or drainage structures, tree trimming or removal, mowing, crack sealing, pavement marking, shoulder maintenance limited amounts of concrete curb and gutter repair, scour mitigation, pavement patching, and minor drainage repairs.

Category III — Maintenance items that are not covered by Maintenance Engineering Category I or Category II-B and require competitive bidding with a material proposal, a deliver and install proposal or material quotation.

Category IV — Maintenance items that are not covered by Maintenance Engineering Category I or Category II-B and require competitive bidding with a formal contract proposal.

Instructions for BLR 14222 - Page 2 of 4

The instructions listed below only apply to the maintenance estimate of cost. For LPA's using Local Public Agency Labor and/or Local Public Agency Equipment Rental, the estimated amounts are only listed on those specific lines and are not to be included with each operation on the estimate of cost.

Insp Req — From the drop down choose No or Yes as it applies to the maintenance operation listed to the left. Items requiring no engineering inspection should be no.

Material Categories/Point of Delivery or Work Performed by an Outside Contractor — List the items for each operation on a separate line, grouping items for the same operation together, for the operation listed to the left. If work being done as a contract list work by contractor.

Unit — Insert the unit of measure for the material listed to the left, if applicable.

Quantity — Insert the quantity for the material listed to the left, if applicable.

Unit Cost — Insert the unit cost of the material listed to the left, if applicable.

Cost — No entry necessary, this is a calculated field. This is the quantity times the unit cost.

Total Maintenance Operation Cost — Insert the total of the Maintenance Operation Cost, for items done by a contract insert the estimated contract amount.

Maintenance

Estimate of Maintenance Costs Summary — Under each item listed below, list the amount of estimated MFT funds, Rebuild Illinois (RBI) funds and local funds to be expended, if applicable. The total Estimated cost is a calculated field.

Local Public Agency Labor — Insert the estimated amount for LPA labor for all maintenance operations, if applicable.

Local Public Agency Equipment Rental — Insert the estimated amount for LPA equipment rental for all maintenance operations, if applicable.

Materials/Contracts (Non Bid Items) — Insert the estimated amount for materials and/or contracts for items the LPA is not required to bid, if applicable.

Materials/Deliver & Install, Material Quotations — For the operation listed to the left insert the estimate amount to be expended using a bidding process for material/deliver & install proposal and/or material quotations, if applicable.

Formal Contracts — Insert the total amount estimated to be expended on formal contracts. This will be for items required to be bid.

Total Estimated Cost — This is a calculated field and will be automatically filled in for each type. This is the sum of all funding for the item.

Total Maintenance Operation Cost — This is a calculated field, no entry is necessary. This is the sum of all items estimated to be expended on this operation.

Total Maintenance Cost — This is a calculated field, no entry is necessary. This is the sum of all maintenance operation costs.

Maintenance Engineering Cost Summary — For each item listed below, list under the funding type what the estimated amount to be expended for each item.

Preliminary Engineering Fee — Insert the amount of funds estimated to be expended for Preliminary Engineering, if applicable.

Engineering Inspection Fee — Insert the amount of funds estimated to be expended for Engineering Inspection, if applicable.

Material Testing Costs — Insert the dollar amount of funds estimated to be expended on material testing costs, if applicable.

Instructions for BLR 14222 - Page 3 of 4

Advertising Costs — Insert the amount of funds estimated to be expended on advertising costs, if applicable.

Bridge Inspection Costs — Insert the amount of funds estimated to be expended on bridge inspection costs, if applicable.

Total Maintenance Engineering — This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.

Totals — This is a calculated field. It is the total of the estimated maintenance cost plus the estimated maintenance engineering cost.

These instructions apply to the Maintenance Expenditure Statement.

Maintenance Operation — Type in the name of the maintenance operation for which the amounts to the right will be completed. For a form that was completed as an Estimate of Cost and is now being changed to a Maintenance Expenditure Statement, this field will be completed from the estimate.

Maint Eng Category — From the drop down select the Maintenance Engineering Category that applies to the operation listed to the left.

LPA Labor — For the operation listed to the left insert the amount expended for LPA labor, if applicable.

LPA Equipment Rental — For the operation listed to the left insert the amount expended on LPA equipment rental if applicable.

Materials/Contracts (Non-Bid) — For the operation listed to the left insert the amount expended for materials and/or contracts that was not required to be bid, if applicable.

Materials/Deliver & Install/Material Quotations (Bid Items) — Insert the total amount expended on Materials Proposals, Deliver and Install proposals, Materials Quotations (Bid Items). This will be for items that were required to be bid.

Formal Contract — For the operation listed to the left insert the amount expended for items bid using the formal contract process, if applicable.

Total Operation Cost — This is a calculated field, it will sum the amounts expended for the operation listed to the left.

Operation Engineering Inspection Fee — For the operation listed to the left insert the amount of engineering inspection charged for this operation, if applicable.

Total Maintenance — This is a calculated field, no entry necessary. It is the sum of all maintenance operations.

Maintenance Engineering Cost Summary Preliminary Engineering Fee — Insert the dollar amount of funds spent on preliminary engineering for this maintenance section.

Engineering Inspection Fee — Insert the amount of funds expended for Engineering Inspection, if applicable.

Material Testing Costs — Insert the dollar amount of funds spent on material testing costs, if applicable.

Advertising Costs — Insert the dollar amount of funds spent on advertising costs, if applicable.

Bridge Inspection Costs — Insert the dollar amount of funds spent on bridge inspection costs, if applicable.

Total Maintenance Engineering — This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.

Total Maintenance Program Costs — Insert the total cost of the Maintenance and Maint. Engineering. The maintenance amount will be the amount from the Total Cost from the Maintenance Items table. The Maint. Eng will be the Maintenance Engineering Total from above.

Instructions for BLR 14222 - Page 4 of 4

Contributions, Refunds, Paid with Other Funds — Enter the dollar amount of contributions, refunds or amounts paid with other funds for this maintenance section, if applicable, for both maintenance and maintenance engineering.

Total Motor Fuel Tax/Rebuild Illinois Portion — These are calculated fields, no entry is necessary. This is the sum of the total cost minus the amount paid with local funds.

Motor Fuel Tax Portion — Insert the amount of the total cost that was paid for with Motor Fuel Tax funds for Maintenance and Maint. Engineering, as applicable.

Motor Fuel Tax Funds Authorized — Insert the net amount of Motor Fuel Tax Funds authorized for each type.

Motor Fuel Tax Surplus/Deficit — These are calculated fields, no entry is necessary. This is the sum of the Total Motor Fuel Tax funds expended minus the amount of Motor Fuel Tax funds authorized. A positive number will result in a credit to the unobligated fund of the Motor Fuel Tax fund. A negative number means more funds were spent than authorized. If the negative number has a resolution to cover the overage, the item(s) that resulted in the overage have been approved by IDOT, and are covered in the overrun policy, this amount will be authorized. If these conditions are not met you must contact your District office for guidance.

Rebuild Illinois Portion — Insert the amount of the total cost that was paid for with Rebuild Illinois funds for Maintenance and Maint. Engineering, as applicable.

Rebuild Illinois Funds Authorized — Insert the net amount of Rebuild Illinois Funds authorized for each type.

Rebuild Illinois Surplus/Deficit — These are calculated fields, no entry is necessary. This is the sum of the Total Rebuild Illinois funds expended minus the amount of Rebuild Illinois funds authorized. A positive number will result in a credit to the unobligated fund of the Motor Fuel Tax fund. A negative number means more funds were spent than authorized. If the negative number has a resolution to cover the overage, the item(s) that resulted in the overage have been approved by IDOT, and are covered in the overrun policy, this amount will be authorized. If these conditions are not met you must contact your District office for guidance.

Difference — No entry necessary, this field is automatically calculated. It is the difference between Total Motor Fuel Tax/Rebuild Illinois Portion for Maintenance and Maint. Engineering. The fields must equal zero; if not, review the amounts inserted under Motor Fuel Tax and Rebuild Illinois need to be corrected.

Remarks — Enter remarks as applicable covering the items entered.

Certification — Upon submittal of this form as the maintenance expenditure statement the LPA official shall check this box as certification.

End of instructions for Maintenance Expenditure Statement

Submitted

Local Public Agency Official — The proper official shall sign, insert their title and date here. For Estimates of Cost covering a Township/Road District the road commissioner shall sign and date as Local Public Agency Official. For Municipalities the municipal official shall sign and date here.

County Engineer/Superintendent of Highways — For County project and/or Township/Road District projects the county engineer/superintendent of highways shall sign here.

Approved — Upon approval the Regional Engineer shall sign and date here. This approval is subject to change based upon a documentation review by the Department.

A minimum of three (3) signed originals must be submitted to the Regional Engineer's District office.
Following the Regional Engineer's approval, distribution will be as follows:

Local Public Agency Clerk
Engineer (Consultant or County Engineer)
District File



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 #16

Tracking Number

PW 2022-46

Agenda Item Summary Memo

Title: Leak Detection Survey Proposal

Meeting and Date: Public Works Committee – May 17, 2022

Synopsis: Proposed contract to survey 100 miles of water main for leaks

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: May 10, 2022
Subject: Leak Detection Survey Contract

Summary

Staff is proposing a sole source contract for a leak detection survey with M.E. Simpson for our water system.

Background

Staff had programmed a leak detection survey in FY 22, FY 23, and FY 24 to have all 150 miles of water main surveyed for leaks. We did this to break up cost and to give the water department a chance to repair all the leaks before the next survey.

A 50 mile survey was performed this past winter by M.E. Simpson and an astonishing 24 leaks were found. The strange thing is that the worst leaks were found on newer pipe and hydrants. Out of the 24 leaks, 16 of the worst leaks have been repaired, 3 other leaks were able to be isolated and shut down. This leave only 5 smaller leaks that are live and still need to be repaired.

The number of leaks is reason for some concern due to water loss and revenue loss. It is not a doomsday scenario, but there are more leaks then expected. According to our vendor, they estimate we were losing almost 121,000 gallons a day. If this number is accurate, we are losing 43,800,000 gallons per year. This means that we are losing production cost of \$21,000 and the potential sales loss on this water is a staggering \$237,500 per year at our current rates. The non-revenue water loss is the key component of this survey. If we take an average day in April 2022, we pumped 1,609,913 gallons per day. This means that our non-revenue water loss is 7.5% of our average day. If we can reduce our non-revenue water loss by 7.5%, we will be under the 10% threshold that IDNR places on Lake Michigan water users. If we stay under the 10% threshold, we will not need to submit a non-revenue water loss prevention plan each year to IDNR, and we will not have to be as aggressive with our water main replacement program. We would still have to replace old water mains, but we would not have to replace as many in a shorter period of time to get under the 10% threshold. In turn, this would show a large savings in the water fund over time. Instead of spending an additional \$500,000-\$1,000,000 on water main replacement, we will spend approximately \$40,000 on leak detection surveys every year and an additional ~\$30,000 on repairs. Even if we spend an additional \$100,000 per year on leak detection and repairs it is still much more cost effective than spending that extra money on main replacement.

For these reasons, I asked M.E. Simpson to send us a proposal to conduct a leak survey on the balance of our mains which is approximately 100 miles. When the water department obtained quotes for the last survey, M.E. Simpson was not the low quote, but we decided on them for the quality of their work and the thoroughness of their work compared to the other vendor. We did ask for a quote from a third vendor, but they declined because their specialty is more the emergency leak locates, not the system wide surveys. We have used M.E. Simpson in

the past for emergency locates as well and have always had good luck. I have attached the proposal for your review as well.

This money has been budgeted in the approved FY 23 budget in the professional services line item of the water operations fund.

Recommendation

I recommend that we approve the proposal from M.E. Simpson in the amount of \$23,500 to conduct a water leak survey on 100 miles of city owned water main and authorize the Public Works Director to execute the contract.



April 4, 2022

Mr. John Bauer
Water Distribution Foreman
City of Yorkville
800 Game Farm Rd.
Yorkville, IL 60560

RE: PROPOSAL FOR A WATER DISTRIBUTION SYSTEM LEAK SURVEY

Dear Mr. Bauer

M.E. Simpson Co., Inc. is pleased to present the City of Yorkville our proposal for a Water Distribution System Leak Detection Survey Program. We are honored to be considered for this work and are confident our team will help make the project a success.

M.E. Simpson Co., Inc. is a Professional Services Firm dedicated to developing and providing programs and services designed to maximize peak performance for our clients' water distribution systems. Many of these programs are universally recognized as a part of "Best Management Practices" (BMPs) for utilities. We pride ourselves on delivering solid solutions using the highest quality technical and professional services by way of state-of-the-art technology and a skilled and well-trained staff of professionals. Our highly-educated engineers and technical team are committed to the success of this project. They will be ready at a moment's notice to relieve your staff's burden and ensure a seamless continuation of your services.

Our services were developed and refined to provide utilities with programs that can be customized to meet their needs. From complete "Turn-Key" services to assisting with the development of "in-house" programs for utilities, M.E. Simpson Co., Inc. serves our clients with this ultimate goal: to deliver to the public the implicit faith that **"the water is always safe to drink"**.

Thank you for your consideration and this opportunity to acquaint you with our Water Distribution System Leak Detection Services and offer this response. We are committed to exceeding your expectations.

Sincerely,

Joe Nepras
Regional Manager

Joe Nepras
Regional Manager

3406 Enterprise Avenue
Valparaiso, IN 46383

800.255.1521 P
888.531.2444 F

Joe.Nepras@mesimpson.com

SCOPE OF WORK

Water Distribution System Leak Survey

The Field Scope of Service for the Leak Survey is understood to be the following:

M.E. Simpson Co., Inc. will furnish all labor, material, transportation, tools, and equipment necessary to survey the water distribution system areas selected by the City. M.E. Simpson Co., Inc. shall be required to provide such skilled and trained personnel and equipment necessary to complete the work herein specified. **There will be a minimum of Two Persons per team working on the survey at all times.**

- 💧 Work in an orderly and **safe** manner to insure protection of the local residents, Utility employees, and the Field Staff so that no **avoidable** accidents occur.
- 💧 All Field Staff will have readily observable identification badges worn while in the field.
- 💧 The leak detection equipment to be used will be that which was described in the “Equipment to be used” section.
- 💧 Initially listen to **all fire hydrants, all accessible main line valves**, and when necessary, selected service connections in the entire distribution system by making physical contact with the valve, hydrant, pipe, or B-box. (Listening points that are not accessible will be given to the Utility and when corrected they will be listened to.)
- 💧 Listening points of contact will be: valves, hydrants, service valves or meter settings. The preference of listening points in order as follows; direct contact with the pipe, main line valves, hydrant valves, hydrants, then service valves or meter settings.
- 💧 Specific listening distances will be determined by pipe material. Metallic type pipes; no greater than 500’ between listening points. Non-Metallic AC/Concrete type pipes; no greater than 300’ between listening points. Non-Metallic PVC/HDPE type pipes; no greater than 150’ between listening points.
- 💧 A “suspected leak” log shall be maintained indicating all areas where suspected leak noise was heard. This log will be reviewed when the Project Team is verifying the suspected leak area for confirmation of the actual existence of a leak. This log will be a part of the periodic reports turned into the Utility regardless of an actual leak located in the area or not, with an explanation of the noise source.
- 💧 When leak noise has been detected and or suspected, the Project Team will verify the suspected area a second time to confirm the noise. At least four hours will pass between the initial listening of the area before a second listen and confirmation is attempted.
- 💧 The Project Team will line locate the water main and service lines in the immediate area so the correct pipe distances can be input into the leak correlator and also so that the Water Utility will have an idea of where the water main is located prior to excavation. Non-metallic pipe locations will be “interpolated” as best that can be identified, given the line location of metallic services, Utility knowledge of the area, or other information regarding the actual location of the main.

- 💧 The Project Team will use “State of the Art” Electronic Leak Correlators to determine if a leak is present and use the same equipment to pinpoint the leak.
- 💧 For PVC water mains only the Echologics LeakFinder-ST w/hydrophones leak correlator or Fluid Conservation Systems (FCS) TriCorr Touch leak correlator, will be used for correlations because of the ability for these correlators to be able to analyze the particular sound frequencies inherent to PVC pipe.
- 💧 The leak location will be marked in the field (on the surface) using environmentally formulated Precautionary Blue paint.
- 💧 The Project Team will document all leak locations with a diagram indicating the location of the leak. Other information related to that correlation will be included as part of the field sheet such as the filters used for the correlation, line locations, distances between sensors, etc.
- 💧 The locations of leaks requiring immediate attention (immediate threat to life, injury or traffic) will be turned in as quickly as possible to facilitate the repair process.
- 💧 The Project Team will report daily or per request of the Utility, to assigned Utility Professional and go over the progress of the previous day, as well as cover what will be surveyed the current day.
- 💧 It may be necessary to conduct parts of the Leak Survey during “off hours” such as at night. This may be required in areas of high traffic volume where traffic noise may affect the ability to detect leak noise, and traffic volume may affect the ability of the Project Team to be able to safely access main line valves in the middle of the street. The Project Team will give 24-hour advanced notice of intent to survey a particular area that may require after hours surveying or nighttime surveying. This is so the Utility can plan for the area to be surveyed, give notification to the Police department, as well as other Public Works Divisions as to the activity that will take place.
- 💧 As a part of the leak program, mapping discrepancies found, distribution assets found in disrepair will be noted and turned into the utility.
- 💧 Leaks verified on the customer’s side of a service shut-off will not be located beyond the shut-off. If a leak appears to be on the Customers’ side, the Utility will be notified first, then the customer notified and permission granted prior to the water being shut off even for short periods of time where possible and as time allows, as well as the ability for the customer to respond.
- 💧 If the Utility requests leak locations beyond the service shut off on the customer’s side of the service line, this will result in an additional charge to the leak survey based on an hourly rate and this service must be agreed upon between the Utility and M.E. Simpson Co., Inc. prior to the start of the survey.
- 💧 Valves and hydrants will not be operated without Utility permission. Valves and hydrants that break during this type of operation are the sole responsibility of the Utility. M.E. Simpson Co., Inc. cannot be responsible for valves and hydrants that break due to pre-existing conditions.

- 💧 The Utility is encouraged to dig up and repair the leaks located as soon as possible so that the area may be re-surveyed while the Project Team is still working on the survey in that general geographical location to ensure no other leaks are present in that area.

Equipment List

- 💧 FCS **S30** Gutermann **AquaScope** electronically enhanced listening device.
- 💧 Echologics **LeakFinder-ST w/hydrophones**; FCS **AC Digital**, **TriCorr Touch** or Vivax-Metrotech **HL6000X** leak correlator systems.
- 💧 **RADIO Detection** Line Locators.
- 💧 **Chicago Tape**, **Fisher M-Scope** or **Schonstedt** magnetic locators.
- 💧 **All necessary valve keys and hand tools**
- 💧 Truck mounted arrow board/signage and warning lights.
- 💧 Traffic control equipment, including properly sized traffic cones with reflective stripes.

Quality Control and Accuracy of Leak Locations

The level of accuracy of leak detection is a matter of taking in all the above considerations and applying those considerations to each individual potential leak location as it is being evaluated. Any statement made as to the level of accuracy of leak locations must be considered based on the individual conditions of each leak.

Locating leaks on a distribution system can be very challenging. It is not a perfect science. Pipes and fittings can leak for a variety of reasons (age, poor installation, material failures, bad soils, etc.), and the ability to locate leaks is dependent on the stated variables listed in the “Project Approach”. By employing a strict methodology in the field for conducting a leak survey, these variables can be accounted for and mitigated. The depth of experience of the Project Team is extremely important to maintaining the ability to have accurate locations of leaks. Additionally, crews work as Two-Person Teams in the field, double checking the progress of the work as the survey progresses. The systematic procedure for leak confirmation has been stated in the Scope of Field Service and is restated here.

“Suspected leak areas are always listened to a second time, preferably at a different time of day than originally listened to. The mains and services will be line located to insure correct pipe distances are used for the correlations. Correlations may need to be performed several times with several configurations to insure all the possible scenarios have been covered. Sewer manholes may need to be opened and flows observed. If there is any doubt as to the existence of a leak, the area may be checked and correlated at different times to rule out water usage or other factors. The progress of the survey will be monitored by the use of daily logs and a progression map with suspected leak noise indications marked and possible leak locations will be maintained. Field leak location forms will be turned into the Utility according to the agreed schedule. The Project Team will follow up on leak locations by monitoring the repair schedule of the Utility. That way in case a potential leak location is wrong, the Project Team can return to the site and determine why the leak location was incorrect, and correct it. This means maintaining a good level of communication between the Project Team in the field, and the Utility.

As a matter of Quality Control for leaks in the field, our Correlators, FCS TriCorr Touch and Echologics LeakFinder-ST have the distinct ability to be able to detect and pinpoint more than one leak in the same relative area, thus allowing better leak coverage and insuring that one leak is not “masking” another leak in the same area. The use of progress reports and meetings will allow for open discussions of problems encountered so solutions can be examined.”

Utility Observations

The M.E. Simpson Co., Inc. Project Team will welcome having staff of the Utility observe field procedures while the Leak Survey is in progress. They will be happy to explain and demonstrate the equipment and techniques that are employed by M.E. Simpson Co., Inc. for detecting and locating leaks on the Water System.

Final Reports, Documentations & Communications

M.E. Simpson Co, Inc. will perform the following:

- 💧 Project Team will **meet daily** with assigned Utility personnel to go over areas of survey for prior workday and plan current day and area to survey.
- 💧 The field technicians will be readily available by cellular phone. This will facilitate communications between the Utility and the field technicians. A **24-hour toll-free 800 number** is available for direct contact with M.E. Simpson Co., Inc. for emergencies.
- 💧 **Diagram all leak locations**, date of location, and classify according to severity and an estimate of loss.
- 💧 **The Project Manager will** meet with the Utility regularly for a progress report.
- 💧 **Prepare a progress report** at monthly intervals for the Utility if requested.
- 💧 Develop a **Leak Survey log** of activity which will also have confirmed leaks listed and this list will be turned in weekly (in Excel format). The list will also be included with the final report that will include the following;
 1. Mechanical deficiencies discovered
 2. Mapping errors on the water atlas
 3. Type of monitored appurtenances
 4. Location of same for leaks discovered
 5. Total estimated loss

Effective communication...
accurate documentation...
**Insuring the success for
the leak survey**

- 💧 **Prepare the final report** at the completion of the project which will include all leak location reports with drawings, total of estimated water loss, total pipe distance investigated, a description of the area surveyed, and other problems found in the system during the course of the survey that need the attention of the Water Utility. The leak summary will list leak types such as main leaks, service line leaks, valve leaks, or hydrant leaks.

A cost benefit analysis of the survey based on the “cost to produce” water will also be included that describes the financial impact to the Utility for water loss. Recommendations for system maintenance will be a part of this report based on field observations made during the survey.

This final report shall be made available for submission to the Utility within thirty (30) working days of the completion of the fieldwork.

Assumptions & Services Provided by the Utility

- 💧 The Utility will furnish all maps in an electronic format or paper atlases (two copies), and records necessary to properly conduct the survey.
- 💧 The Utility will assist as necessary to clean out service valves, meter pits and valve-boxes needed for listening.
- 💧 The Utility will provide a Primary Contact Person and/or secondary contact person for the Field Staff to report to on a periodic basis. This person shall act as the official liaison for the duration of the Leak Survey. This person shall have a working knowledge of the water system and will be helpful in attempting to locate particularly hard-to-find water valves for listening and for general information about the water system. *This person will not need to assist the Project Team on a full time basis*, but only on an “as needed” basis.
- 💧 The Utility will assist, if needed, to help gain entry into sites that may be difficult to get into due to security issues or other concerns.
- 💧 The Utility will assist, if needed, to locate all nonmetallic pipe within the service area. This would include all Concrete Cylinder pipe, Asbestos Cement Pipe, PVC pipe and HDPE pipe.
- 💧 We will encourage the immediate digging of major leaks (main breaks) so that if there are problems with the leak location, the problems can be corrected while the Project Team is close by and can verify the site.

PROJECT SAFETY PLAN

M.E. Simpson Co., Inc.'s Safety Programs cover all aspects of the work performed by M.E. Simpson Co., Inc. We take great pride in our safety plan/policy/program and that is evident in our EMR scores over the last five years. The safety of our employees, the utilities employees and that of the general public is our #1 priority.

Our Safety Plan/Policy/Program, with all of its parts, is 60 pages in length. In an effort to be more efficient and less wasteful we do not print copies of the safety program for RFPs. There is nothing secretive or proprietary contained within our plan/policy/program and we are happy to share its contents. If you would like a PDF copy of our plan/policy/program please contact Terrence Williams, Operations Manager, at 800.255.1521 and a copy of our program will be sent via email to you.

Below is an overview of our plan/policy/program:



Safety is a major part of any project. M.E. Simpson Co., Inc. always provides a safe work environment for its employees. **Our staff is trained in General Industry OSHA rules, Confined Space Entry & Self-Rescue, First Responder First Aid, CPR, and Traffic Control.**

While in the field on your project, M.E. Simpson Co., Inc. and its employees will follow all of the necessary safety procedures to protect themselves, your staff and the general public.

M.E. Simpson Co., Inc. uses Two-Man Teams for Safety and Quality Assurance.

The use of a "one-person" leak detection team is dangerous and impractical where water mains run under roadways. It would be a dangerous precedent to allow a "one-person" team to access main line valves located in the roadway, attempt to listen to the valve with headphones on, and at the same time try to control traffic flow at that person's location in the street.

Therefore M.E. Simpson Co., Inc. adheres to the following:

- 💧 The Project Manager and the Field Manager will be trained in accordance with OSHA Standard 1910 (General Industry) and be in possession of an OSHA 10 Hour or 30 Hour Card.
- 💧 Any listening points located in a "confined space" such as pit and vault installations that **require entry** will be treated in accordance with the safety rules regarding **Confined Space Entry, designated by the Utility, The Department of Labor and OSHA.**
 - All personnel are **trained and certified** in Confined Space Entry & Self-Rescue.
- 💧 We will follow all safety rules regarding **First Responder First Aid & CPR, designated by the Utility, The Department of Labor and OSHA.**
 - All personnel are **trained and certified** in First Responder First Aid & CPR.
- 💧 We will follow all **traffic safety rules, designated by the Utility, The Department of Labor, OSHA, and the Illinois Department of Transportation (per MUTCD).**

- All personnel are **trained and certified**, by the **AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA)** in Traffic Control and Safety.

Current documentations of safety training and certifications can be provided for all project personnel for the Utility. These certifications are current and up to date (for 2022) for all project personnel.

INVESTMENT

A commitment to improving and maximizing the City of Yorkville's water distribution system for future generations.

M.E. Simpson Co., Inc. is pleased to present our "Proposal" for a Water Distribution System Leak Detection program for the City of Yorkville. M.E. Simpson Co., Inc. will perform our leak detection services on approximately **100** miles of watermain within the City of Yorkville's water distribution system. The survey will be completed by listening on the accessible main line valves, fire hydrants and as needed services by one of our two-man teams with all necessary equipment furnished by M.E. Simpson Co., Inc. as described within this document. The project will also include complete reporting of all issues found, with a final comprehensive report.

2022 Leak Survey

Water Distribution System Leak Survey Program Fee (lump sum)

\$23,500.00**

******Any water main surveyed in addition to the above **100** original miles of watermain will be surveyed at the rate of **\$235.00** per mile of pipe.

We thank you for this opportunity to acquaint you with our Water Distribution System Leak Detection services and offer this proposal. If you have further inquiries or you wish to discuss our service in more detail, do not hesitate to call us.



WATER SYSTEM SPECIALISTS

City of Yorkville, IL

Water Distribution System Leak Survey
2022 Summary Report

3406 Enterprise Ave
Valparaiso, IN 46383

800.255.1521
mesimpson.com



March 28, 2022

Mr. John Bauer
Water Division Foreman
City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

RE: REPORT FOR A WATER DISTRIBUTION SYSTEM LEAK SURVEY

Dear Mr. Bauer,

M.E. Simpson Co., Inc. is a Professional Services Firm dedicated to developing and providing programs and services designed to maximize peak performance for our clients' water distribution systems. Many of these programs are universally recognized as a part of "Best Management Practices" (BMPs) for utilities. We pride ourselves on delivering solid solutions using the highest quality technical and professional services by way of state-of-the-art technology and a skilled and well-trained staff of professionals. These **"Professional Services"** offered by M. E. Simpson Company are designed to aid a utility in reducing non-revenue water and enhance distribution system performance.

M. E. Simpson Company is pleased to submit this report of our leak detection survey for the City of Yorkville. This survey addressed the Yorkville water distribution system, consisting of approximately 56 miles of water main. The report contains the results of our investigation that includes the following:

1. A DESCRIPTION OF THE AREA SURVEYED.
2. METHODOLOGY OF THE SURVEY.
3. A LIST OF LEAKS AND TYPE OF LEAK LOCATED.
4. GENERAL RECOMMENDATIONS BASED ON OUR INVESTIGATION.

DESCRIPTION OF THE AREA SURVEYED

Approximately 295,680 lineal feet were surveyed as part of the system investigation. This included all fire hydrants, all accessible mainline valves and selected services.

Joe Nepras
Regional Manager

3406 Enterprise Avenue
Valparaiso, IN 46383

800.255.1521 T
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LEAKAGE LOCATED

All water mains within the Project area were surveyed and 24 leaks were located. These leaks have been grouped as follows: Main Line Leak - 5, Service Line Leak - 4, Fire Service Leak - 0, Valve Leak - 0, Hydrant Leak - 15, Other Type Leak - 0. All of these leaks have been verbally report to your office with these locations, so many have probably been repaired already. Following are the leak locations with an estimated GPD (Gallons Per Day) leakage potential.

Type	Location		SIZE
	Northing	Easting GPS Date GPS Time	
Main Line	143 Garden Street		28,800 GPD
	see enclosed diagram		
Main Line	1189 Walsh Drive		7,200 GPD
	see enclosed diagram		
Main Line	201 Main Street		7,200 GPD
	see enclosed diagram		
Main Line	605 State Street		7,200 GPD
	see enclosed diagram		
Main Line	Raintree Road & Stagecoach Trail		7,200 GPD
	see enclosed diagram		
Service Line	209 Center Street		7,200 GPD
	see enclosed diagram		
Service Line	702 Main Street		7,200 GPD
	see enclosed diagram		
Service Line	71 Trillium Court		7,200 GPD
	see enclosed diagram		
Service Line	864 Heartland Drive		7,200 GPD
	see enclosed diagram		
Hydrant	1095 Auburn Drive		4,320 GPD
	see enclosed diagram		
Hydrant	1995 Meadowlark Court		4,320 GPD
	see enclosed diagram		
Hydrant	610 White Oak Way		2,880 GPD
	see enclosed diagram		

Type	Location			SIZE
	Northing	Easting	GPS Date	GPS Time
Hydrant		7250B State Route 47		2,880 GPD
		see enclosed diagram		
Hydrant		Bridge Street & Greenbriar Road		2,880 GPD
		see enclosed diagram		
Hydrant		Church Street & Spring Street		2,880 GPD
		see enclosed diagram		
Hydrant		Marketplace Drive & Veterans Parkway		2,880 GPD
		see enclosed diagram		
Hydrant		1010 Game Farm Road	**Fixed**	1,440 GPD
		see enclosed diagram		
Hydrant		1203 Badger Street	**Fixed**	1,440 GPD
		see enclosed diagram		
Hydrant		1208 Badger Street	**Fixed**	1,440 GPD
		see enclosed diagram		
Hydrant		1267 Walsh Drive		1,440 GPD
		see enclosed diagram		
Hydrant		5111-5134 Marketplace Drive		1,440 GPD
		see enclosed diagram		
Hydrant		577 Barberry Circle		1,440 GPD
		see enclosed diagram		
Hydrant		603 River Birch Drive		1,440 GPD
		see enclosed diagram		
Hydrant		Walsh Drive & Greenbriar Road		1,440 GPD
		see enclosed diagram		
24 Leaks Located		ESTIMATED LEAKAGE TOTAL		120,960 GPD

METHODOLOGY

Your survey was conducted using the latest state of the art leak computers; the **FLUID CONSERVATION SYSTEMS' FCS Accu-Corr / Digi-Corr / Tri-Corr Touch, Vivax Metrotech HL6000 leak correlator or Echologics LeakfinderRT Hydrophone Correlator**. The **FCS S-30** or **Gutermann Aquascope** is a tool used as an electronically enhanced listening device. These electronic instruments are microprocessor units that measure the time it takes the sound of the leak to travel from the leak to the point where the leak correlator is connected to the water line. By connecting the leak correlator to the water line at two locations, it will compute the distance from the leak to each connection point thus enabling us to determine the exact leak location. Our experienced technicians used these devices, along with the **S-30** electronically enhanced listening device, or the **Gutermann Aquascope** electronic listening device, as listening equipment to survey your pipeline network. Each hydrant and accessible valve was used as listening points to identify leaks. Selected services and b-boxes were used on an as needed basis to keep the listening distances under five hundred feet (500'). "**Pin-Pointing**" of the leak, as well as locating leaks that other methods fail to reveal was also done with this equipment.

LEAK QUANTITIES

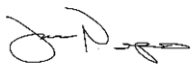
Quantifying leaks is difficult because there is not any accurate means of doing so. Pipe material, size of the leak, system pressure, soil material and water table will affect the noise that a leak makes. Small leaks under high system pressure will make more noise than a large leak under low system pressure. However, the above leaks are of sufficient noise levels that the above estimates should be very conservative. Using a production price of **\$0.48** per thousand gallons, these leaks were costing your utility in excess of **\$58.06** per day or **\$21,192.19** annually. Using a sale price of **\$5.38** per thousand gallons, these leaks were costing your utility in excess of **\$650.76** per day or **\$237,529.15** annually. It's obvious that this Leak Survey Program has proven to be cost effective. Naturally the main line leaks have the greatest potential for loss followed by service line, valves, and finally hydrants. Once leaks have been repaired, we would recommend that the Utility compare pumping rates before and after. This information will be more meaningful and accurate.

RECOMMENDATIONS

This survey confirms that the City of Yorkville's water distribution system will benefit from this project by a reduction in underground leakage. There is always a concern over the cost effectiveness of leak detection because of the uncertainty of the number of leaks located. However, with your present cost of water and the discovery of these 24 leaks, the cost of this 2022 leak survey will pay for itself within 7 months. It only takes a recovery of about 62,785 gallons per day on an annual basis (62,785 gallons per day is only 43.6 gallons per minute throughout your entire water distribution system) to recover your investment. We would recommend that you conduct a Leak Survey Program every year. This recommendation becomes more critical as your cost of water increases.

We appreciate your cooperation and that of the utility staff who were available to answer our questions during this project. If you have any questions with the information in this report, please do not hesitate to contact us.

Sincerely Yours,



Joe Nepras
Regional Manager



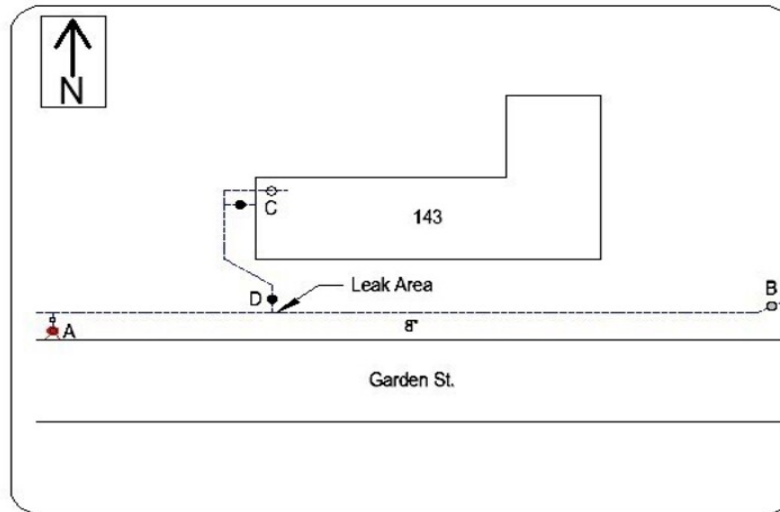
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	Time:	11:02 AM
Date:	February 07, 2022	Tech:	Chris H. & Gerald M.
Address:	143 Garden Street		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	299' from A to B / 192' from A to C		
Connection point:	A= Hydrant	Connection point:	B= Main Line Valve
Connection point:	C= Service Line Inside 143	Connection point:	D= Fire Line Valve
Leak Location:	46' from A		
Comments:	This is a leak on an 8" main. Our correlations put us near "D". We shut off the line and the noise continued.		

*We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.*

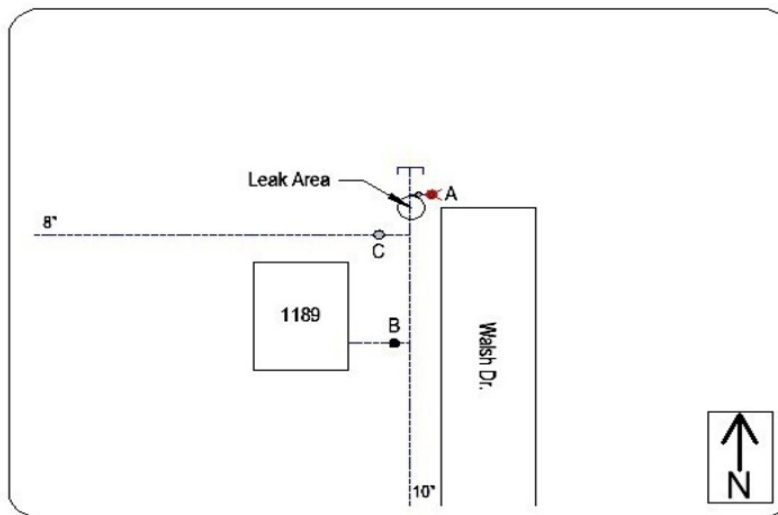


M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	Time:	3:12 PM
Date:	February 15, 2022	Tech:	Chris H. & William W.
Address:	1189 Walsh Drive		

Below is a diagram of the area surveyed for a suspect leak.
This drawing is not to scale.



Distance:	28' from A to B / 35' from A to C		
Connection point:	A= Hydrant	Connection point:	B= Main Line Valve
Connection point:	C= Main Line Valve		
Leak Location:	4' from A		
Comments:	This is a leak on a 10" main, near a dead end line hydrant. We closed the hydrant auxiliary valve to confirm the leak is not on the hydrant.		

*We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.*



M.E. SIMPSON COMPANY, INC.

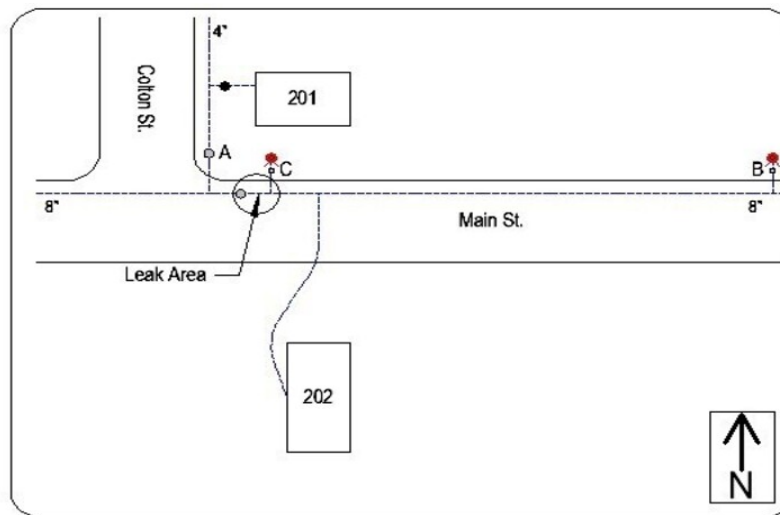
LEAK LOCATION REPORT

Client: Yorkville, Illinois
Date: March 03, 2022
Address: 201 Main Street

Time: 10:20 AM
Tech: Chris H. & Daniel G.

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance: 528' from A to B / 57' from A to C

Connection point: A= Main Line Valve

Connection point: B= Hydrant Auxiliary Valve

Connection point: C= Hydrant Auxiliary Valve

Leak Location: 5' from C

Comments: This is a leak on a hydrant leg or on a main line valve. Our correlations puts us at both points when correlating. We closed the hydrant auxiliary valve and the noise continued.

*We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.*



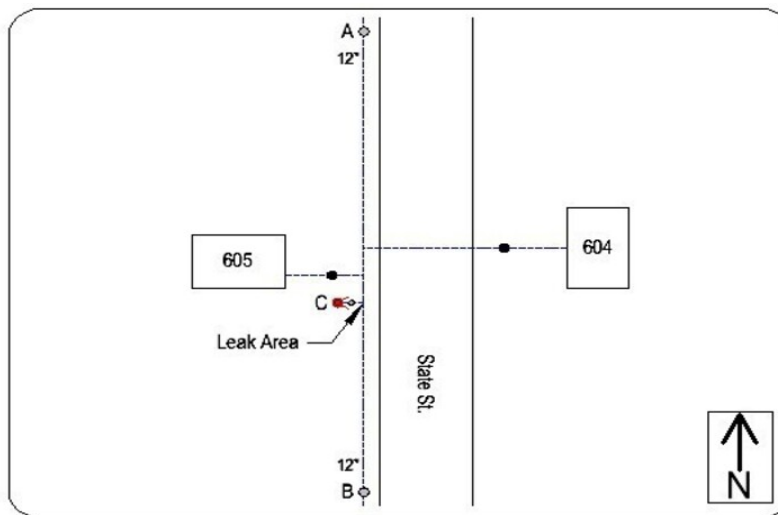
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	Time:	2:38 PM
Date:	February 23, 2022	Tech:	Chris H. & Daniel G.
Address:	605 State Street		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	326' from A to B / 169' from A to C		
Connection point:	A= Main Line Valve	Connection point:	B= Main Line Valve
Connection point:	C= Hydrant		
Leak Location:	166' from A		
Comments:	This is a leak on a 12" main. Our correlation brings us to where the hydrant ties into the 12" main. We closed the hydrant auxiliary valve and the noise continued. The area services are quiet.		

*We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.*



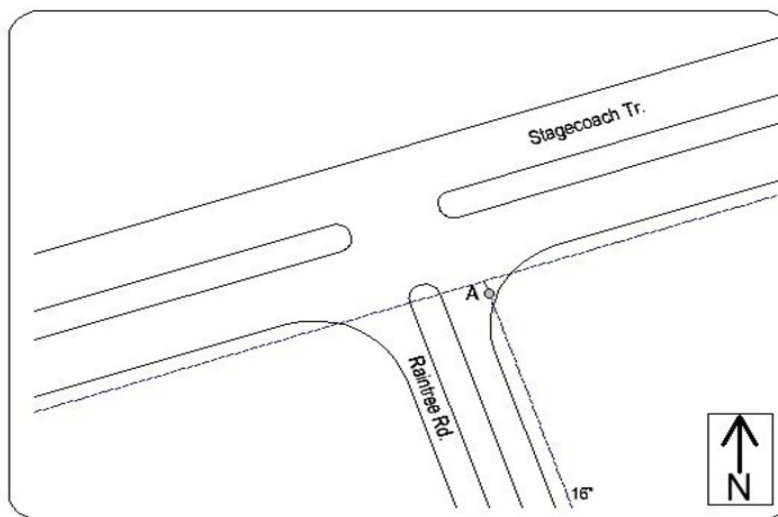
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	Time:	11:35 AM
Date:	January 10, 2022	Tech:	Chris H. & Gerald M.
Address:	Raintree Road & Stagecoach Trail		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	0' from A
Connection point:	A= Main Line Valve
Leak Location:	0' from A
Comments:	This is a leak on a main line valve.

*We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.*



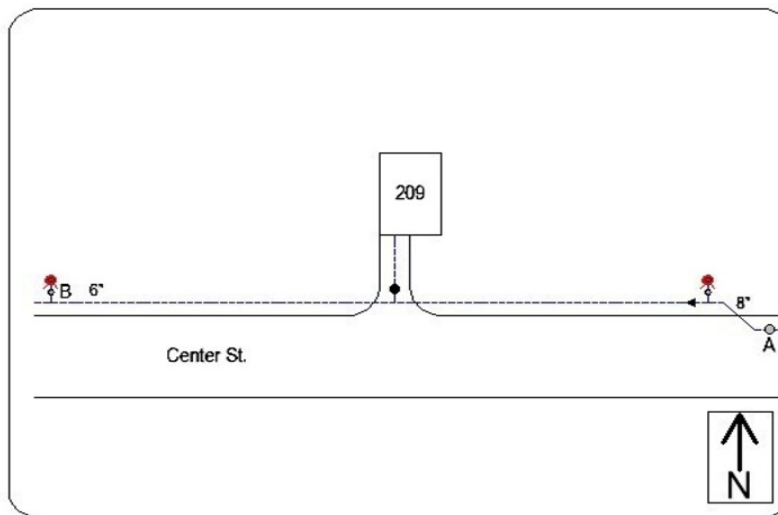
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	Time:	2:30 PM
Date:	February 28, 2022	Tech:	Chris H. & Daniel G.
Address:	209 Center Street		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	498' from A to B		
Connection point:	A= Main Line Valve	Connection point:	B= Hydrant
Leak Location:	157' from A		

Comments: This is a leak at or near the service to 209 Center Street. We are unable to determine where the service is because it is damaged and is unable to be keyed. The service is in a gravel driveway, and near a new sidewalk that was put in.

*We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.*

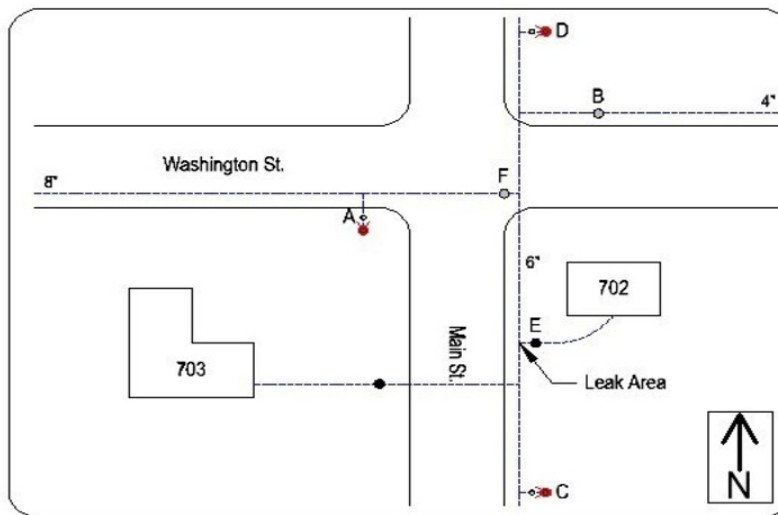


M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client: Yorkville, Illinois
Date: March 03, 2022
Address: 702 Main Street
Time: 12:19 PM
Tech: Chris H. & Daniel G.

Below is a diagram of the area surveyed for a suspect leak.
This drawing is not to scale.



Distance: 129' from A to B / 470' from C to D / 99' from E to F
Connection point: A= Hydrant Auxiliary Valve **Connection point:** B= Main Line Valve
Connection point: C= Hydrant **Connection point:** D= Hydrant
Connection point: E= Service to 702 **Connection point:** F= Main Line Valve
Leak Location: 12' from E
Comments: This is a leak at or near the service corporation to 702 Main Street. We shut off the service to make sure the leak is on the city side.

*We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.*



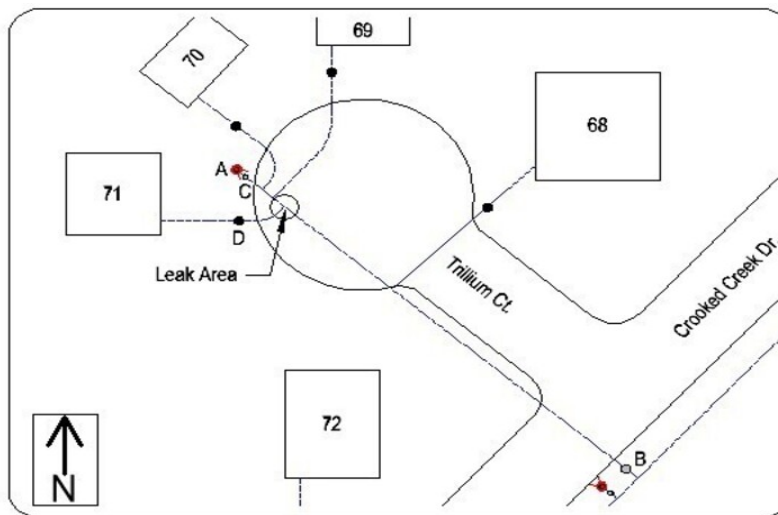
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	Time:	2:24 PM
Date:	February 16, 2022	Tech:	Chris H. & Daniel G.
Address:	71 Trillium Court		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	230' from A to B / 227' from B to C / 227' from B to D		
Connection point:	A= Hydrant	Connection point:	B= Main Line Valve
Connection point:	C= Hydrant Auxiliary Valve	Connection point:	D= Service to 71
Leak Location:	25' from D		
Comments:	This is a leak at or near the service corporation to 71 Trillium Court. The service has noise, but the correlation puts us 2' southeast of the corporation. Both marks are within our box.		

*We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.*



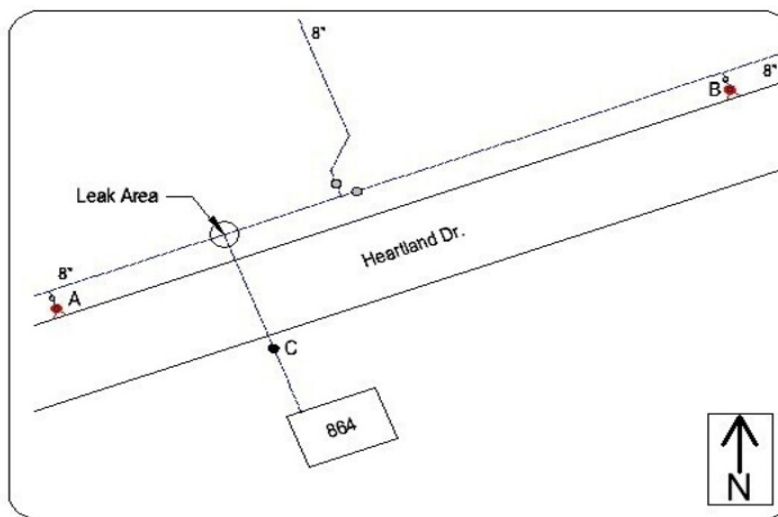
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	Time:	12:06 PM
Date:	March 07, 2022	Tech:	Chris H. & Daniel G.
Address:	864 Heartland Drive		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	282' from A to B / 120' from A to C		
Connection point:	A= Hydrant	Connection point:	B= Hydrant
Connection point:	C= Service to 864		
Leak Location:	48' from C		
Comments:	This is a leak at the service corporation to 864 Heartland Drive. The service is extremely loud, and both correlations brought us to the corporation.		

*We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.*



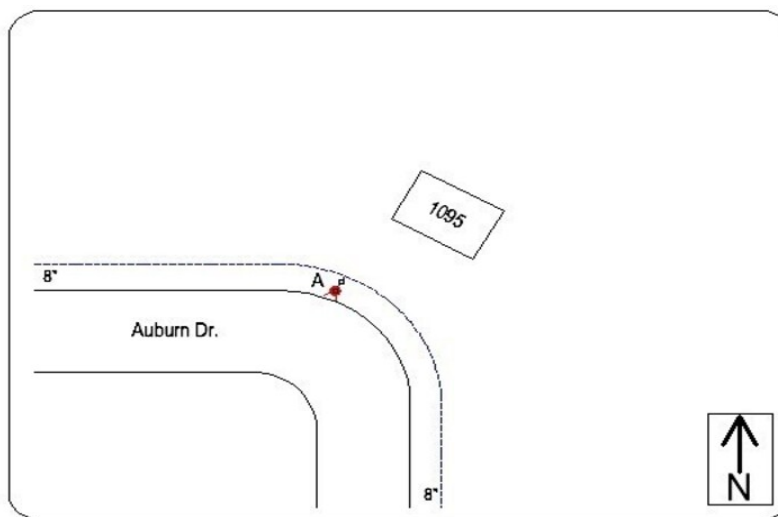
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	Time:	11:20 AM
Date:	February 25, 2022	Tech:	Chris H. & Daniel G.
Address:	1095 Auburn Drive		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	0' from A
Connection point:	A= Hydrant
Leak Location:	0' from A
Comments:	This is a hydrant leak. We can hear the leak without a listening device. We closed the hydrant auxiliary valve and the noise quit. We re-opened the auxiliary valve and the noise returned.

*We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.*



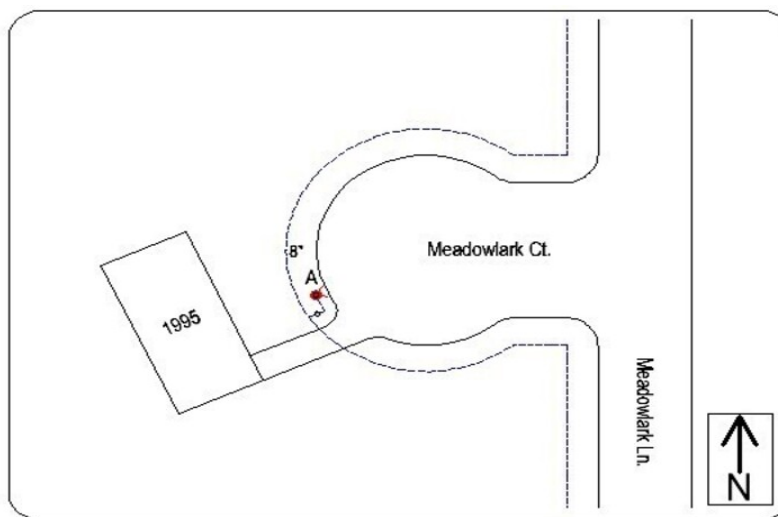
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	Time:	1:54 PM
Date:	January 13, 2022	Tech:	Chris H. & Gerald M.
Address:	1995 Meadowlark Court		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	0' from A
Connection point:	A= Hydrant
Leak Location:	0' from A
Comments:	This is a hydrant leak. We tightened the hydrant operating nut and the noise continued. We closed the hydrant auxiliary valve and the noise quit. We re-opened the auxiliary valve and the noise returned.

*We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.*

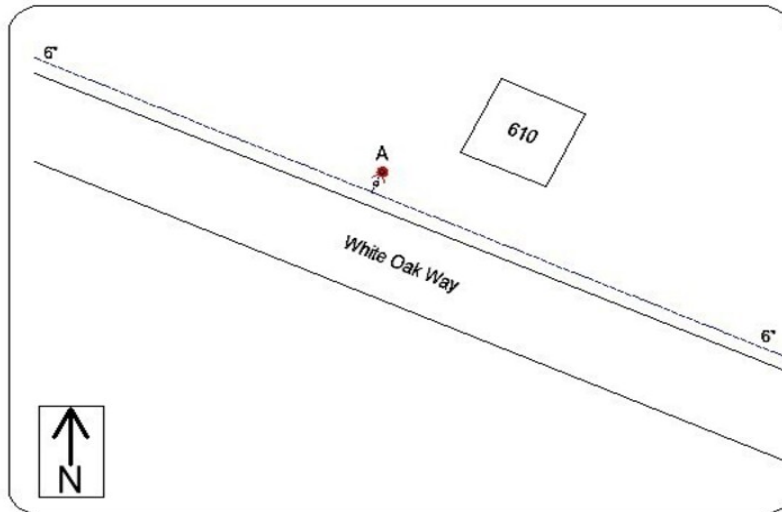


M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	Time:	1:20 PM
Date:	February 17, 2022	Tech:	Alfred K. & Jerrell R.
Address:	610 White Oak Way		

Below is a diagram of the area surveyed for a suspect leak.
This drawing is not to scale.



Distance:	0' from A
Connection point:	A= Hydrant
Leak Location:	0' from A
Comments:	This is a hydrant leak. We closed the hydrant auxiliary valve and the noise quit. We re-opened the auxiliary valve and the noise returned.

*We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.*



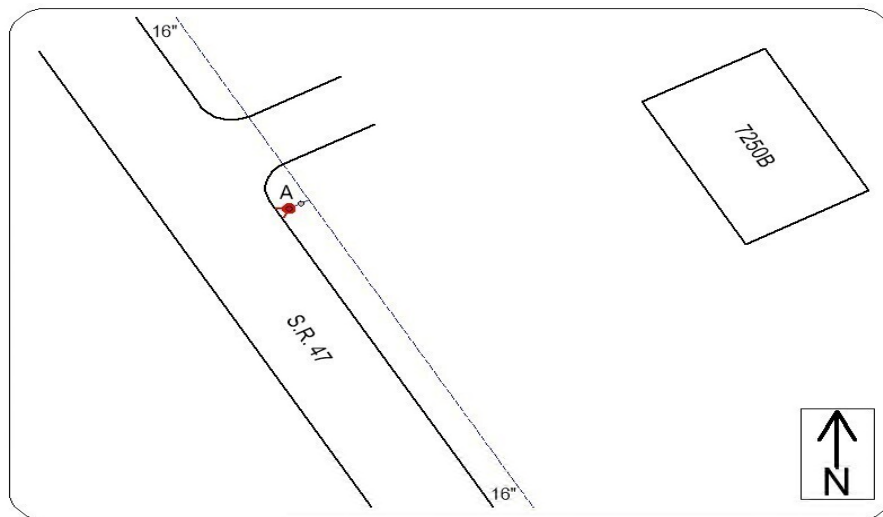
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	Time:	11:15 AM
Date:	January 20, 2022	Tech:	Chris H. & Gerald M.
Address:	7250B State Route 47		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	0' from A
Connection point:	A= Hydrant
Leak Location:	0' from A
Comments:	This is a hydrant leak. The water department shut off the hydrant auxiliary valve and the noise quit. They kept the hydrant off and marked it out of service.

*We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.*



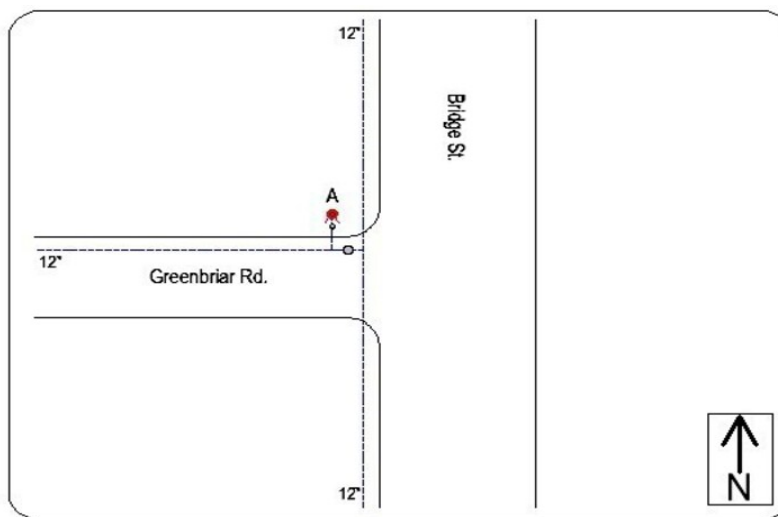
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	Time:	1:30 PM
Date:	March 03, 2022	Tech:	Chris H. & Daniel G.
Address:	Bridge Street & Greenbriar Road		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	0' from A
Connection point:	A= Hydrant
Leak Location:	0' from A
Comments:	This is a hydrant leak. We closed the hydrant auxiliary valve and the noise quit. We re-opened the auxiliary valve and the noise returns.

*We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.*



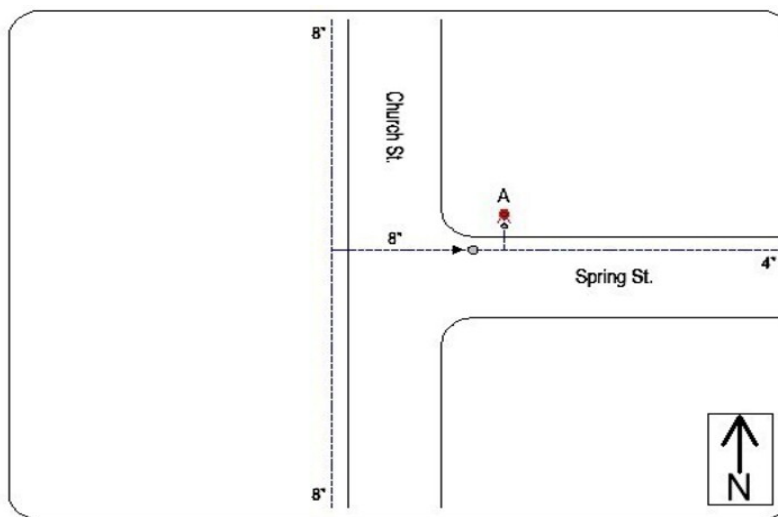
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	Time:	10:35 AM
Date:	March 03, 2022	Tech:	Chris H. & Daniel G.
Address:	Church Street & Spring Street		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	0' from A
Connection point:	A= Hydrant
Leak Location:	0' from A
Comments:	This is a hydrant leak. We closed the hydrant auxiliary valve and the noise quit. We re-opened the auxiliary valve and the noise returned.

*We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.*

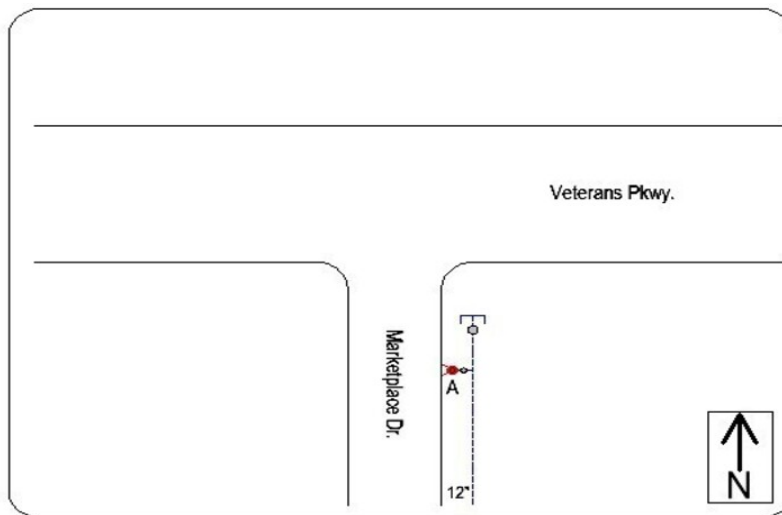


M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	Time:	12:40 PM
Date:	March 04, 2022	Tech:	Chris H. & Daniel G.
Address:	Marketplace Drive & Veterans Parkway		

Below is a diagram of the area surveyed for a suspect leak.
This drawing is not to scale.



Distance:	0' from A
Connection point:	A= Hydrant
Leak Location:	0' from A
Comments:	This is a hydrant leak. We closed the hydrant auxiliary valve and the noise quit. We re-opened the auxiliary valve and the noise returned.

*We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.*



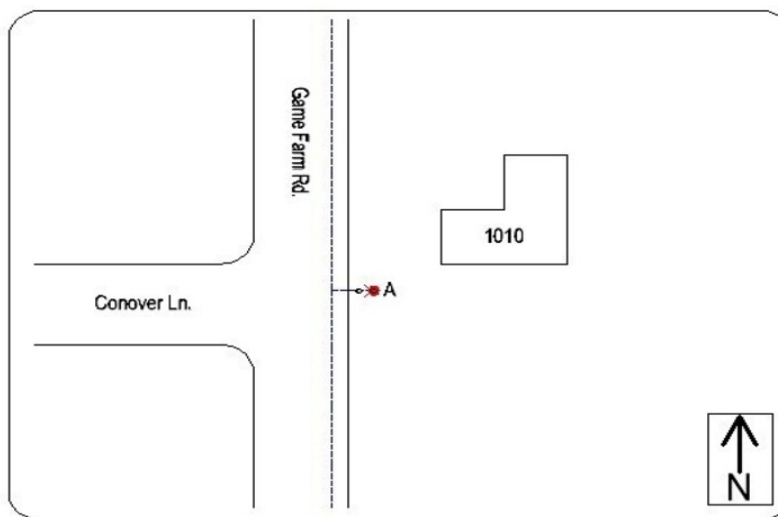
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	Time:	1:02 PM
Date:	March 07, 2022	Tech:	Chris H. & Daniel G.
Address:	1010 Game Farm Road		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	0' from A
Connection point:	A= Hydrant
Leak Location:	0' from A
Comments:	This was a hydrant leak. We tightened the hydrant operating nut and the leak noise quit. This leak is fixed.

*We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.*



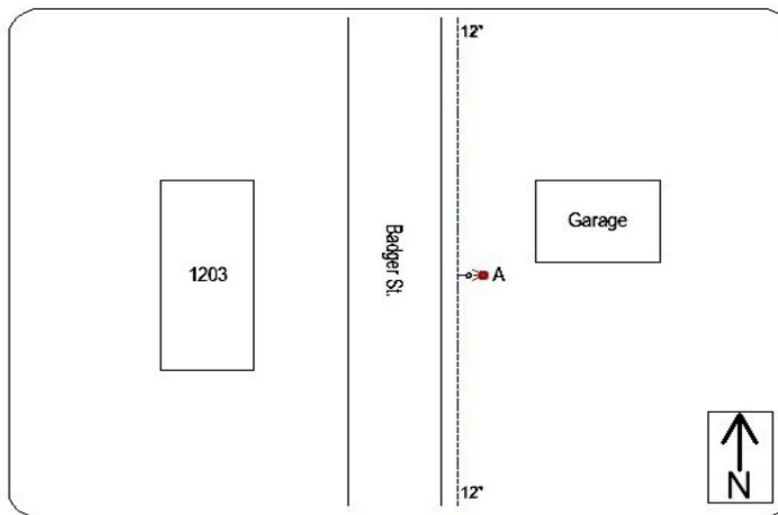
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	Time:	2:09 PM
Date:	February 15, 2022	Tech:	Chris H. & William W.
Address:	1203 Badger Street		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	0' from A
Connection point:	A= Hydrant
Leak Location:	0' from A
Comments:	This was a hydrant leak. We tightened the hydrant operating nut and the leak noise quit. This leak is fixed.

*We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.*



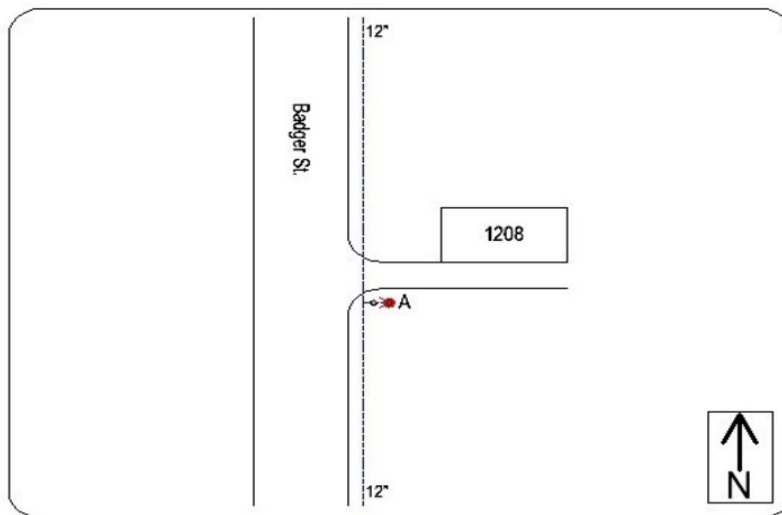
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	Time:	1:58 PM
Date:	February 15, 2022	Tech:	Chris H. & William W.
Address:	1208 Badger Street		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	0' from A
Connection point:	A= Hydrant
Leak Location:	0' from A
Comments:	This was a hydrant leak. We tightened the hydrant operating nut and the leak noise quit. This leak is fixed.

*We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.*



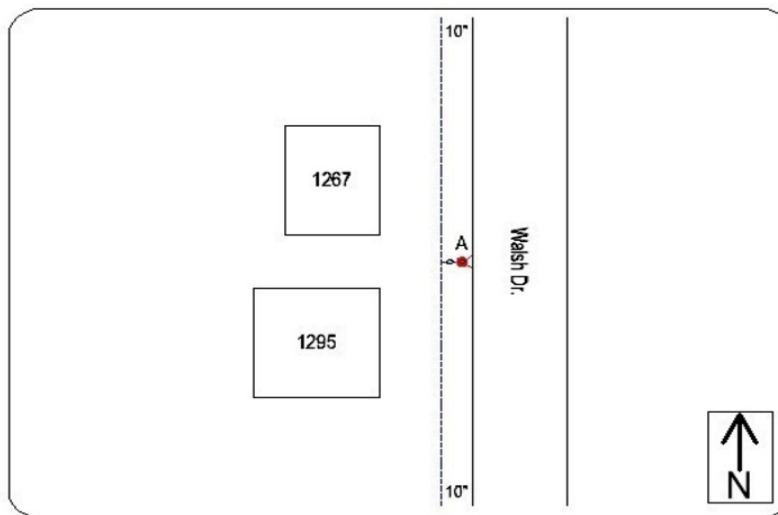
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	Time:	1:40 PM
Date:	March 03, 2022	Tech:	Chris H. & Daniel G.
Address:	1267 Walsh Drive		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	0' from A
Connection point:	A= Hydrant
Leak Location:	0' from A
Comments:	This is a hydrant leak. We closed the hydrant auxiliary valve and the noise quit. We re-opened the auxiliary valve and the noise returned. We found the auxiliary valve 12 turns closed, but it is now fully open.

*We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.*



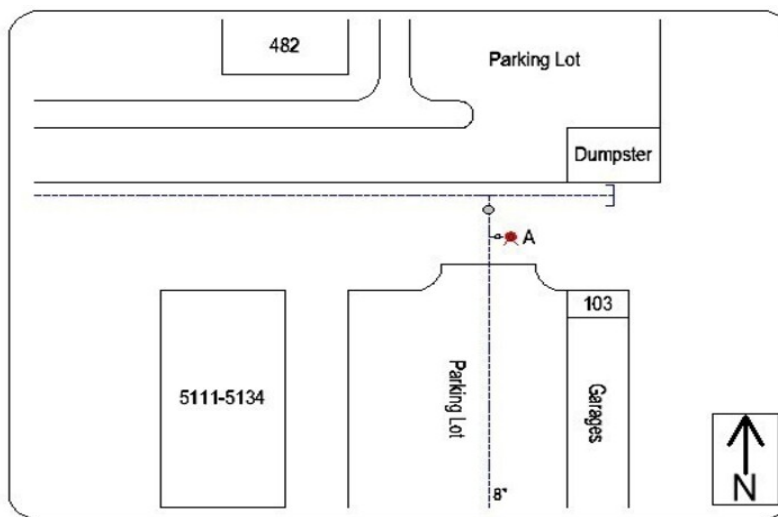
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	Time:	1:10 PM
Date:	March 04, 2022	Tech:	Chris H. & Daniel G.
Address:	5111-5134 Marketplace Drive		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	0' from A
Connection point:	A= Hydrant
Leak Location:	0' from A
Comments:	This is a hydrant leak. We closed the hydrant auxiliary valve and the noise quit. We re-opened the auxiliary valve and the noise returned.

*We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.*

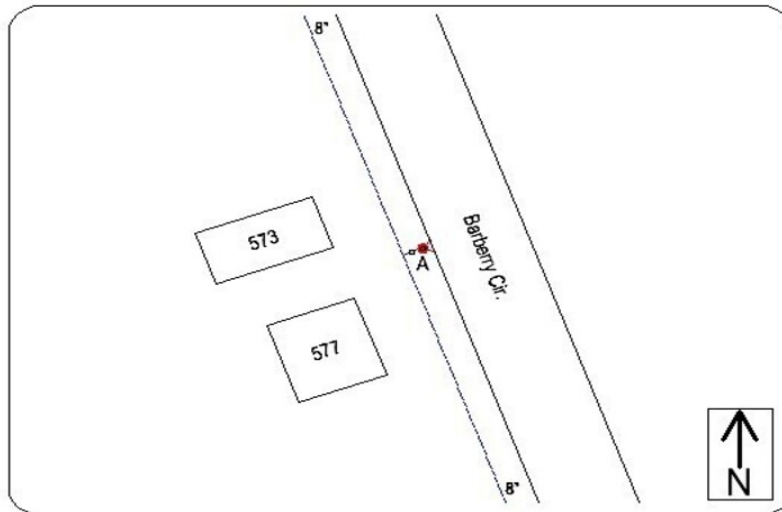


M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	Time:	1:14 PM
Date:	February 17, 2022	Tech:	Chris H. & Daniel G.
Address:	577 Barberry Circle		

Below is a diagram of the area surveyed for a suspect leak.
This drawing is not to scale.



Distance:	0' from A
Connection point:	A= Hydrant
Leak Location:	0' from A
Comments:	This is a hydrant leak. We closed the hydrant auxiliary valve and the noise quit. We re-opened the auxiliary valve and the noise returned.

*We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.*



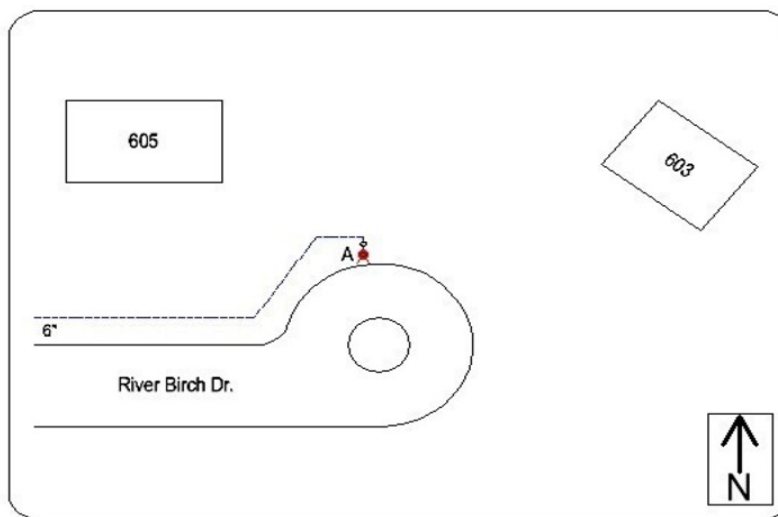
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	Time:	11:50 AM
Date:	February 21, 2022	Tech:	Chris H. & Daniel G.
Address:	603 River Birch Drive		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	0' from A
Connection point:	A= Hydrant
Leak Location:	0' from A
Comments:	This is a hydrant leak. We closed the hydrant auxiliary valve and the noise quit. We re-opened the auxiliary valve and the noise returned.

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If you have any questions please don't hesitate to call.*



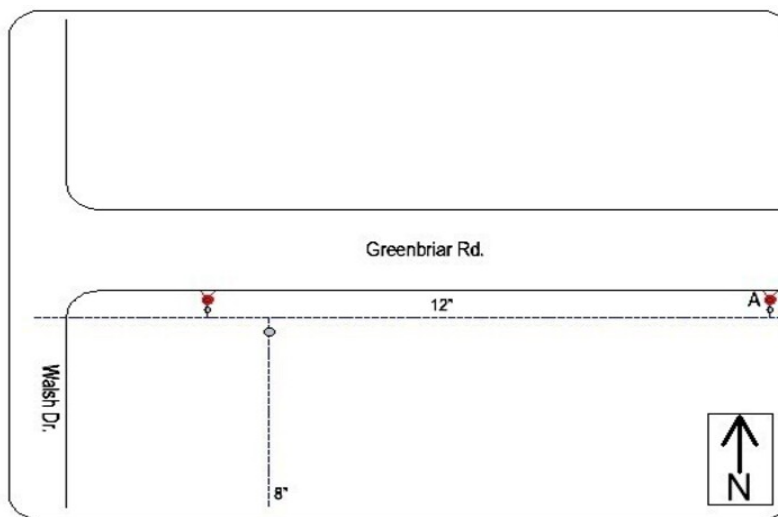
M.E. SIMPSON COMPANY, INC.

LEAK LOCATION REPORT

Client:	Yorkville, Illinois	Time:	1:00 PM
Date:	February 17, 2022	Tech:	Chris H. & Daniel G.
Address:	Walsh Drive & Greenbriar Road		

Below is a diagram of the area surveyed for a suspect leak.

This drawing is not to scale.



Distance:	0' from A
Connection point:	A= Hydrant
Leak Location:	0' from A
Comments:	This is a hydrant leak. We closed the hydrant auxiliary valve and the noise quit. We re-opened the auxiliary valve and the noise returns

*We thank you for the opportunity to work for your Utility and look forward to serving you again.
If you have any questions please don't hesitate to call.*

M. E. Simpson Company, Inc. - Leak Survey Log

Leak Survey Client:		Yorkville, Illinois						Technicians:	Chris, Daniel, Gerald, William, Alfred, & Jerrell		
Map Page or Section #	Street	Cross Street	Date of Initial Listening	Date of Pinpoint	Listening Point (H,V,S,P)	Leak (Y / N)	Leak Fixed? (Y / N)	Leak Type (Main, Service, Hydrant, Valve)	Noise Source (if not a leak)	GPM	Leak DWG # (Field Sheet #)
36	Raintree Road	Stagecoach Trail	1/10/2022	1/10/2022	Valve	Yes	No	Main		5	1
36	Banbury Avenue	Hazeltine Way	1/12/2022	1/12/2022	Hydrant/ Valve	No			PRV		
36	Kingsmill Street	2212 Kingsmill Street	1/12/2022	1/12/2022	Hydrant/ Valve	No			PRV		
36	Banbury Avenue	Kingsmill Street	1/12/2022	1/12/2022	Hydrant/ Valve	No			PRV		
36	Meadowlark Court	1995 Meadowlark Court	1/12/2022	1/13/2022	Hydrant	Yes	No	Hydrant		3	2
35	State Route 47	7250B State Route 47	1/13/2022	1/20/2022	Hydrant	Yes	No	Hydrant		2	3
35	Walsh Drive	Stagecoach Trail	1/20/2022	1/20/2022	Hydrant/ Valve	No			Traffic		
31	Elizabeth Street	219 Elizabeth Street	2/1/2022	2/1/2022	Hydrant	No			Usage		
33	Cornerstone Drive	Westwind Drive	2/1/2022	2/1/2022	Hydrant	No			Usage		
33	Garden Street	143 Garden Street	2/1/2022	2/7/2022	Hydrant/ Service/ Valve	Yes	No	Main		20	4
33	Walsh Drive	Greenbriar Road	2/1/2022	2/17/2022	Hydrant	Yes	No	Hydrant		1	9
33	Bridge Street	Greenbrier Road	2/1/2022	3/3/2022	Hydrant	Yes	No	Hydrant		2	19
33	Badger Street	1208 Badger Street	2/15/2022	2/15/2022	Hydrant	Yes	Yes	Hydrant		1	5
33	Badger Street	1203 Badger Street	2/15/2022	2/15/2022	Hydrant	Yes	Yes	Hydrant		1	6
33	Walsh Drive	1189 Walsh Drive	2/15/2022	2/15/2022	Hydrant/ Valve	Yes	No	Main		5	7
33	Coral Berry Court	1321 Coral Berry Court	2/15/2022	2/15/2022	Hydrant	No			Usage		
33	Barberry Circle	577 Barberry Circle	2/15/2022	2/17/2022	Hydrant	Yes	No	Hydrant		1	10
33	Walsh Drive	1267 Walsh Drive	2/15/2022	3/3/2022	Hydrant	Yes	No	Hydrant		1	20
33	Trillium Court	71 Trillium Court	2/16/2022	2/16/2022	Hydrant/ Service/ Valve	Yes	No	Service		5	8
31	White Oak Way	610 White Oak Way	2/17/2022	2/17/2022	Hydrant	Yes	No	Hydrant		2	11
28	River Birch Drive	603 River Birch Drive	2/21/2022	2/21/2022	Hydrant	Yes	No	Hydrant		1	12
30	Poplar Drive	Stony Creek Lane	2/21/2022	2/21/2022	Hydrant	No			Usage		
31	State Street	605 State Street	2/21/2022	2/23/2022	Hydrant/ Service/ Valve	Yes	No	Main		5	13
31	Bridge Street	Fox Road	2/24/2022	2/24/2022	Hydrant	No			Traffic		

