



## 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, June 21, 2022

6:00 p.m.

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

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#### **Citizen Comments:**

**Minutes for Correction/Approval:** May 17, 2022

#### **New Business:**

1. PW 2022-47 Route 47 Trail Location
2. PW 2022-48 East Main Street Improvements – Change Order No. 1 – Sidewalk Additions
3. PW 2022-49 Prairie Pointe Parking Lot Improvements – Construction Engineering Agreement
4. PW 2022-50 Resolution Authorizing the Purchase of Streetlight Heads, Arms and Poles for the Fox Hill Subdivision
5. PW 2022-51 Prairie Lane, Georgeanna Street and Pleasure Drive Water Main Replacement – Design Engineering Agreement
6. PW 2022-52 Lead Service Line Inventory – Engineering Agreement
7. PW 2022-53 Resolution Authorizing the Purchase of a Proteus Lite System (A Sewer Camera Inspection System)
8. PW 2022-54 Yorkville-Bristol Sanitary District Smoke and Dye Testing – Informational Item

#### **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, June 21, 2022**  
**6:00 PM**  
CITY HALL CONFERENCE ROOM

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**CITIZEN COMMENTS:**

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**MINUTES FOR CORRECTION/APPROVAL:**

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1. May 17, 2022

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

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**NEW BUSINESS:**

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1. PW 2022-47 Route 47 Trail Location

- ☐ Moved forward to CC \_\_\_\_\_
  - ☐ Approved by Committee \_\_\_\_\_
  - ☐ Bring back to Committee \_\_\_\_\_
  - ☐ Informational Item
  - ☐ Notes \_\_\_\_\_
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2. PW 2022-48 East Main Street Improvements – Change Order No. 1 – Sidewalk Additions

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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3. PW 2022-49 Prairie Pointe Parking Lot Improvements – Construction Engineering Agreement

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

\_\_\_\_\_

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

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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

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**ADDITIONAL BUSINESS:**

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

Agenda Item Number

Minutes

Tracking Number

### Agenda Item Summary Memo

**Title:** Minutes of the Public Works Committee – May 17, 2022

**Meeting and Date:** Public Works Committee – June 21, 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:

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**UNITED CITY OF YORKVILLE  
PUBLIC WORKS COMMITTEE  
Tuesday, May 17, 2022, 6:00pm  
Yorkville City Hall, Council Chambers  
800 Game Farm Road**

In accordance with Public Act 101-0640 and Gubernatorial Disaster Proclamation issued by Governor Pritzker pursuant to the powers vested in the Governor under the Illinois Emergency Management Agency Act, the United City of Yorkville is encouraging social distancing during the ongoing pandemic by allowing remote attendance for this meeting.

**IN ATTENDANCE:**

**Committee Members**

Chairman Matt Marek, in-person  
Alderman Ken Koch, in-person  
Alderman Joe Plocher, in-person

Absent: Alderman Jason Peterson

**Other City Officials**

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

**Other Guests:**

Mr. Chris Hansen, Kluber, in-person

The meeting was called to order at 6:01pm by Chairman Matt Marek

**Citizen Comments:** None

**Previous Meeting Minutes:** March 15, 2022

The minutes were approved as presented.

Chairman Marek asked to amend the agenda by moving item #11 forward as the first item for discussion.

**New Business:**

*(out of sequence)*

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

Mr. Olson said this proposal addresses some of the questions from a previous presentation and includes details, layouts and revised dollar amounts. He said a site-specific analysis will be needed when a property is acquired and that the city will likely make a land purchase rather than a facility purchase.

Mr. Chris Hansen said the next step is to determine a site with 3 components to consider: Public Works, Parks & Rec and KAT (Kendall Area Transit). He said the focus will be on Public Works and the space needed for their operation based on cost and size. Some of the original design was for multiple parties to use. When the square

footage is determined, sites can be viewed based on acreage needed. Utilities and stormwater management also will be considered. He estimates these steps should take about 45-60 days. Mr. Hansen wants to identify a parcel within 30 days and he said 8-9 parcels have already been viewed. Also to be considered are due diligence, zoning, the type of area the property is in and he said there are very few properties within the city that meet the criteria. Mr. Olson said he recommends approval of this item at the next City Council meeting to consider some of the non-land components of the study and the committee was in agreement.

***1. PW 2022-31 Snow Operations Report***

Mr. Dhuse said this was a typical snow year and 1,500 tons of salt were used for the season and not as much plowing was needed. He is still waiting for the third truck that was purchased. In response to Alderman Koch's question regarding salt for next year, he said the request for 1,800 tons was submitted in April and the cost was \$95/ton. He said the salt company did not honor the second year of pricing and a new bid had to be submitted.

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

Director Dhuse said the amount of water usage for these months was normal and there were no watermain breaks. These reports will move forward to the consent agenda and will be submitted to IEPA.

***3. PW 2022-33 Capital Improvement Projects Update***

Mr. Sanderson reported D Construction put the final surface course on Mill Rd. which should be completed by Memorial Day. He highlighted other projects being done: sealing work in Fox Hill should be completed soon and other work requested from last year should be done as well, work is also being done in Sunflower, watermain replacement on East Main started in May and work on well #4 should be started the last week of May by Layne Western. Chairman Marek inquired about the work that was behind schedule in Fox Hill. Mr. Sanderson said the contractor has not requested a conversation with staff and it appears the work will be completed.

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

Mr. Sanderson said this report is for the first quarter and there was substantial activity.

***5. PW 2022- 35 Timber Ridge Street Name Changes***

A new developer has taken over Kendallwood and they wish to change the street names. The names have been reviewed and checked by Kendall County GIS and will require City Council approval. This item will remain on the Public Works agenda.

***6. PW 2022-36 Lead Service Line Replacement Overview***

Ms. Kristen Meehan of EEI gave an overview of this replacement project. She said new legislation requires complete replacement of lead water pipes which had been installed until the late 1980's. She said the Illinois Act, passed in August 2021 and effective January 2022, is more stringent than the federal requirements. It is estimated there are fewer than 1,200 lead service lines to be replaced and will take about 15 years to complete. She said some homeowners may refuse to allow workers into their homes for replacement work and they will need to sign a waiver to be sent to the state. In April 2024 a final inventory of materials will be needed. She listed the other steps and dates needed in this process. She recommended the inventory should be started now and funding should be considered. Funding options include low interest loans or principal forgiveness loans and others.

Mr. Dhuse estimated there will be fewer than 500 lines for replacement and that 80% of the town has newer pipes. He said when water meters are replaced, the workers check the pipes. In response to a question from Mr. Marek if this is a residential or commercial concern, it is primarily residential. Mr. Dhuse said a contract with EEI will be needed in the future for a mailing they will do concerning this project.

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

Mr. Olson said this is the first step in the water project and involves high-level engineering. The agreement is for \$153,000. This will cover decisions relating to funding strategies and project planning. This agreement will

move to the City Council consent agenda.

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

Mr. Dhuse said Bristol Ridge Rd. is part of a 75/25 split road project and in order to do the project and use the funds, an RFQ was necessary to select the Phase III engineer. EEI was chosen and this is the engineering contract for about \$67,000 which the committee approved. Bids will be let in June.

**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**

Engineer Sanderson said this is the introduction of the resolution required by IDOT for item #8 above. The joint agreement details the funding and there will be a formal agreement between the city and state for funding. He recommended approval and it will move to the consent agenda.

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

Bids were recently taken for fencing, milling and resurfacing of the parking lot. Mr. Sanderson said a substantial amount of concrete work will be required, some of that is to become ADA compliant. There were several bidders, the lowest being Abbey Paving Co. from Aurora with a bid of \$365,542.25 which was \$100,000 below estimate. This moves forward to the Public Works agenda.

**12. PW 2022-42 Vehicle and Equipment Purchases**

Director Dhuse said he is unable to get bids and specs back for the necessary purchases. However, he did receive the tractor and UTV bids. The UTV bid was about \$700 lower. The tractor will replace a 10-year old model and will be much bigger and versatile. Both items are budgeted and will come from the John Deere dealer in Somonauk. This item will move forward to the consent agenda.

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

Mr. Olson said there are usually 0-15 payouts per year, with less than 5 this year. There has been a \$75 payout in place since 2006 which is now proposed to be paid at \$125 with an inflationary factor each year. The committee was OK with the recommendation and this moves to the consent agenda. Alderman Koch noted that many of the boxes are now snappable.

**14. PW2022-44 Park and Freemont Street Stop Sign**

The Mayor recently witnessed an accident that had occurred at Hiding Spot Park where the driver ignored the yield sign. The Mayor asked staff to look at signage by all parks and as a result Mr. Olson said he had photos of parks that have 3 or 4-way stops next to them. After a review of the signage, staff found that the types of signs vary and it was decided that additional traffic control signs could be included, however, the survey differs from the usual traffic studies. Mr. Olson asked if the Committee saw a need to move away from the current method of determining placement of signs that is based on traffic studies. Hearing no immediate need for that discussion, Mr. Olson will prepare material for the Mayor's request and it will be brought to a future meeting.

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

This resolution is necessary for IDOT to ascertain the MFT is spent correctly, said Mr. Dhuse. A supplemental resolution will not be needed unless the bids for salt come in extremely high. The current cost of salt at \$95/ton is a \$30 increase over last year. By contract, the company must deliver the salt to the city's site. This moves to the consent agenda.

**16. PW 2022-46 Leak Detection Survey Proposal**

A contract has been signed with M.E. Simpson for water leak detection. This company was not the lowest bidder, however, they are a sole source company. It was thought there would be water leaks in older parts of town, however, some of the worst leaks were found in Greenbriar and Prairie Gardens. This survey is part of decreasing water leaks to less than the 10% threshold for the Lake Michigan water project. Mr. Dhuse said he would like to complete this detection program this year and that the city is currently at a 12.5% water loss. This

would preclude the city from having to submit a yearly non-water loss prevention plan. This project was slated for 2 years of budgeting originally. This moves to the Public Works agenda.

**Old Business:** None

**Additional Business:**

Alderman Plocher said most towns require contractors to do clean ups of spills/materials such as hydraulic fluid, gravel, etc., they leave behind. He said Mr. Dhuse has been able to require the cleanups when they occur, however, there is no law behind the request. Mr. Plocher would like to have something formal on the books in support of Mr. Dhuse. Also, contractors are currently putting brick pallets in the streets instead of in residents' driveways, said Mr. Dhuse.

Director Dhuse said he spoke with Ms. Noble who believes there is no law on the books at this time to protect the city. Mr. Olson will speak with City Attorney Orr to create language for next month's meeting. Alderman Koch asked about mulch being dumped in the road which would fall in the same category. Mr. Dhuse said these things are occurring in Raintree where the city has already accepted the streets and contractors are placing materials on the street, subjecting them to possible damage.

In another matter, Chairman Marek asked if someone could readjust the timing on the light on Cannonball and Rt. 47 since many complaints have been received. Public Works staff will address the adjustments.

There was no further business and the meeting adjourned at 6:58pm.

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

Agenda Item Number

New Business #1

Tracking Number

PW 2022-47

### Agenda Item Summary Memo

**Title:** Rt. 47 Trail Location

**Meeting and Date:** Public Works Committee – June 21, 2022

**Synopsis:** Final location of trail question from IDOT for trail south of Rt. 71 on Rt. 47

#### Council Action Previously Taken:

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

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

**Type of Vote Required:** Positive

**Council Action Requested:** Approval of Final Location

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

#### Agenda Item Notes:

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# Memorandum

To: Public Works Committee  
From: Eric Dhuse, Director of Public Works  
CC: Bart Olson, City Administrator  
Date: June 15, 2022  
Subject: Rt. 47 Trail location

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## **Summary**

IDOT would like to know if we would like the trail on Rt. 47 south of Rt. 71 or leave it where it was proposed through Windett Ridge as part of the Rt. 47 widening project from Rt. 71 to Caton Farm Rd.

## **Background**

When the Rt. 47 widening was first being contemplated from Morris through Yorkville, IDOT approached us and asked us if we would like the trail along Rt. 47 when it gets to the city limits. At that time, IDOT required that the city pay 20% of the cost to install the trail and pay 100 % to maintain the trail. This question came at a time where the city was not in great financial shape due to the recession of 2008. We declined the trail along Rt. 47 in favor of an existing trail we had a trail through the Windett Ridge subdivision. This existing trail would connect to the proposed Rt. 71 trail that would lead back to the Rt. 47 trail that was put in with the improvements that went in when Rt. 47 was expanded through the downtown. At that time, we had more pressing needs for our funds than trails when we already had a trail near by that would make the connection.

Fast forward to today, IDOT has changed their policy and now pays for 100% of the installation cost while the city still pays for 100% of the maintenance cost of the trail and parkway area. This means that we can get a continuous trail along Rt. 47 for the cost of maintenance which we have on all other trails already.

IDOT is asking us to make an official decision to let them know if we would like to keep the trail as it was shown on the old plans, or install a new trail along Rt. 47 to meet up with our existing trail. Again, the cost to us is \$0.00 for installation, but 100% of the maintenance.

## **Recommendation**

Staff recommends the Rt. 47 trail option. This will give us a continuous trail through the entire city.

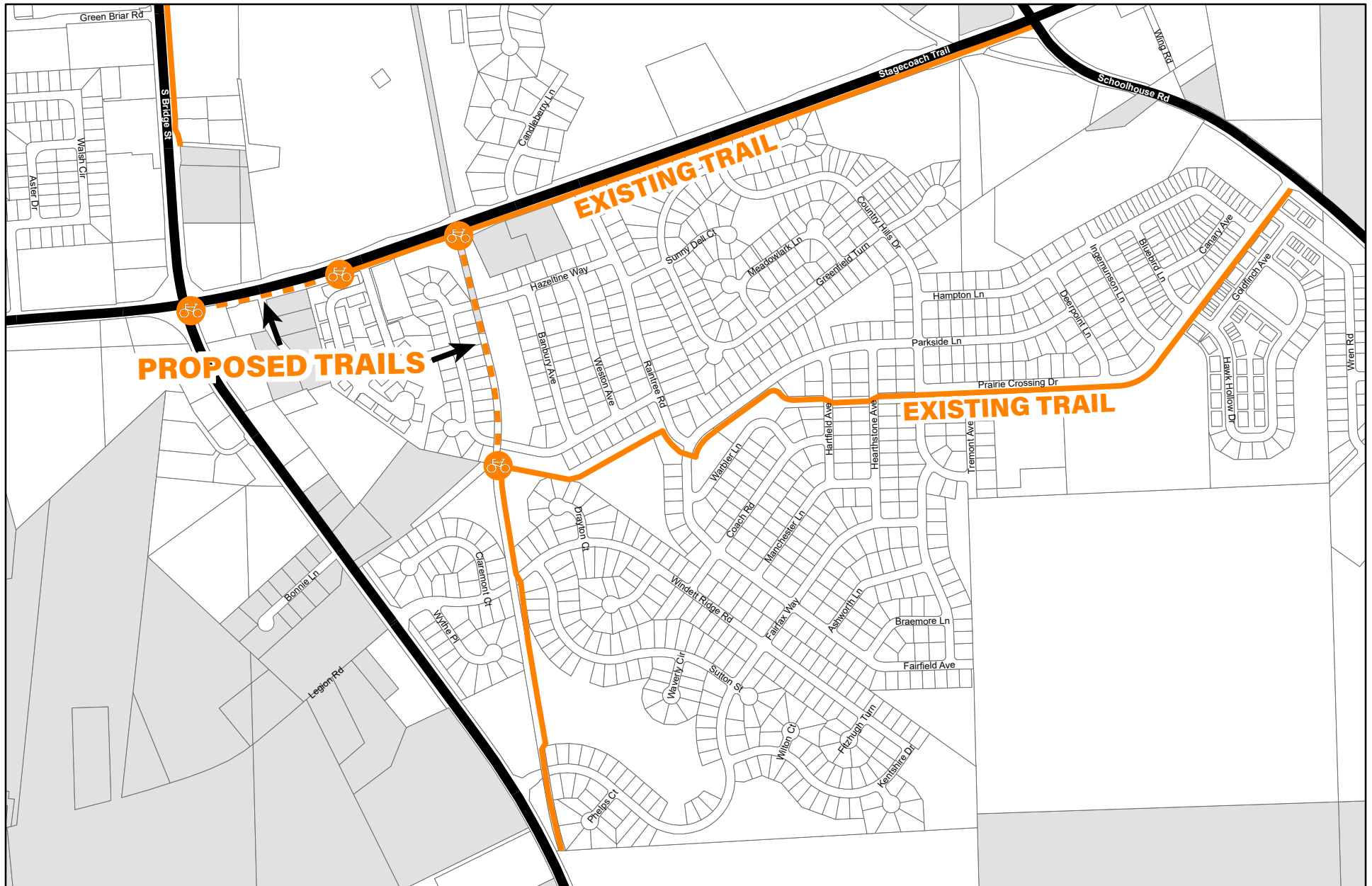




# Proposed Route 47 Trail

United City of Yorkville, Illinois  
June 16, 2022





# Proposed Multit-Use Trail

United City of Yorkville, Illinois  
June 16, 2022





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

Agenda Item Number

New Business #2

Tracking Number

PW 2022-48

### Agenda Item Summary Memo

**Title:** East Main Street Improvements

**Meeting and Date:** Public Works Committee – June 21, 2022

**Synopsis:** Review of Potential Additional Sidewalk

#### Council Action Previously Taken:

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

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

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Approval

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

#### Agenda Item Notes:

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# Memorandum

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

Date: June 21, 2022  
Subject: East Main Street Improvements - Extra Work Consideration

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This memo is to present staff's recommendations for proposed extra sidewalk work utilizing the sidewalk program funds.

The total sidewalk program budgeted funds are \$200,000. Of that, \$135,000 is currently being used as part of the original E. Main Street scope. This would result in funds available for the extra work of \$65,000.

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

Location	Cost
Bristol Avenue	\$24,000
Teri Lane	\$35,000
<b>TOTAL</b>	<b>\$59,000</b>

An exhibit with the locations is attached. At this time, we are recommending adding this work to the E. Main Street Improvement project. The locations are close to the project and the current contract costs for the sidewalk work are favorable. We will follow-up at a future meeting with an official change order.

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





## Engineering Enterprises Inc.

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



DATE:	JUNE 2022
PROJECT NO.:	YO2124
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2011\
FILE:	YO2124- Additional Sidewalk Replacement.mxd

## ADDITIONAL SIDEWALK REPLACEMENT LOCATION MAP





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

Agenda Item Number

New Business #3

Tracking Number

PW 2022-49

### Agenda Item Summary Memo

**Title:** Prairie Pointe Parking Lot Improvements – Construction Engineering Agreement

**Meeting and Date:** Public Works Committee – June 21, 2022

**Synopsis:** Prairie Pointe Parking Lot Improvements – Recommendation to Award

### Council Action Previously Taken:

Date of Action: CC – 05/24/22 Action Taken: Awarded a contract to Abbey Paving Co, Inc. in an amount not to exceed

Item Number: PW 2022-40 \$365,452.25

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Bart Olson  
Name

Administration  
Department

### Agenda Item Notes:

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# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: June 16, 2022  
Subject: Prairie Pointe parking lot improvements – construction engineering agreement

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## **Summary**

Approval of a construction engineering agreement with EEI for the Prairie Pointe parking lot improvements.

## **Background**

This item was last discussed at the May 2022 PW meeting, when the committee reviewed bids from the Prairie Pointe parking lot improvements RFP. The City Council subsequently approved the project with the low bidder at the May 24<sup>th</sup> City Council meeting. Since then, EEI has prepared a construction engineering agreement to complete the project.

This contract is included in the FY 23 budget. The attached construction engineering agreement contains an estimated \$46,384 total value, based on hourly rates.

## **Recommendation**

Staff recommends approval of the construction engineering agreement with EEI for the Prairie Pointe parking lot improvements.

**Prairie Pointe Parking Lot Improvements  
United City of Yorkville  
Professional Services Agreement – Construction Engineering**

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

**A. Services:**

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

**B. Term:**

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

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

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for as a Hourly Rate in the amount of \$46,384.00. The hourly rates for this project are shown in the attached 2022 Standard Schedule of Charges (Attachment D). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

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

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

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

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



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

#### **F. Governing Law:**

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

#### **G. Independent Contractor:**

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

#### **H. Certifications:**

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

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

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

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

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

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

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

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

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

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

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

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

### **I. Indemnification:**

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

### **J. Insurance:**

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

### **K. Additional Terms or Modification:**

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

- |                      |   |
|----------------------|---|
| <b>Attachment A:</b> | Standard Terms and Conditions                 |
| <b>Attachment B:</b> | Scope of Services                             |
| <b>Attachment C:</b> | Estimated Level of Effort and Associated Cost |
| <b>Attachment D:</b> | 2022 Standard Schedule of Charges             |

*Prairie Pointe Parking Lot Improvements  
United City of Yorkville  
Professional Services Agreement  
Construction Engineering*

**L. Notices:**

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

For the City:

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

For the ENGINEER:

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

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

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2022.

United City of Yorkville:

Engineering Enterprises, Inc.:

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John Purcell  
Mayor

---

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

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Jori Behland  
City Clerk

---

Christopher J. Ott, P.E.  
Project Manager

**Prairie Pointe Parking Lot Improvements – Construction Engineering  
United City of Yorkville**

**Attachment A – Standard Terms & Conditions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**Attachment B – Scope of Services  
Prairie Pointe Parking Lot Improvements  
United City of Yorkville**

The United City of Yorkville requires Construction Engineering services for the Prairie Pointe Parking Lot Improvements related to the new City Hall site.

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

**3.1 Construction Administration**

- Prepare for, Attend and Facilitate the Preconstruction Meeting with the Contractor Including Preparation of Meeting Minutes
- Shop Drawing Review
- Review Engineering Plans, Specifications and Prepare Field Book
- Prepare/Verify Pay Estimates and Change Orders
- Gather Invoices and Waivers of Lien
- Provide Weekly Updates to City or as Required Based on Onsite Activities

**3.2 Construction Layout and Record Drawings**

- Layout out Pavement Limits, Sidewalk Removal and Replacement Locations, Pavement Removal Locations and Concrete Curb and Gutter Removal and Replacement Locations
- Stake Proposed Sidewalk & Curb & Gutter

**3.3 Construction Observation and Documentation**

- Review Construction Layout
- Provide Resident Engineering Services for Construction
- Monitor Adherence to Specifications
- Monitor Adherence to Construction Schedule and Make Recommendations When Appropriate.
- Coordinate Any Required Testing on Behalf of the City and Review Test Reports
- Provide Daily Quantity Tracking, Documentation and Daily Field Reports
- Perform Punch Walks, Prepare Punch List Letters and Provide Follow Up Inspections and Recommend Acceptance When Appropriate (2 Each)

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

- Rubino Engineering – Material Testing for Quality Assurance

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

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

### CLIENT

United City of Yorkville

### PROJECT TITLE

Prairie Pointe Parking Lot Improvements - Construction Engineering

### PREPARED BY

CJO

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	PE	SPM	SPT 2	INTERN	ADMIN	HOURS	COST
		RATE	\$228	\$194	\$154	\$216	\$159	\$79	\$70		
PROJECT ADMINISTRATION											
3.1	Contract Administration		2	8	4	-	-	-	2	16	\$ 2,764
3.2	Construction Layout			2	4	2	16	16		40	\$ 5,244
3.3	Observation and Documenation		2	4	214	-	-	-	2	222	\$ 34,251
Insert Task Subtotal:			4	14	222	2	16	16	4	278	\$ 42,259
PROJECT TOTAL:			4	14	222	2	16	16	4	278	42,259

### EEI WORK CLASSIFICATION

PIC Principal In Charge  
 SPM Senior Project Manager  
 PM Project Manager  
 PE Project Engineer  
 SPT 2 Senior Project Technician II  
 INTERN Land Surveying Intern  
 ADMIN Administrator Assistant

### DIRECT EXPENSES

Printing =	\$	-
Vehicle Charge (\$65/day) =	\$	1,625
Material Testing =	\$	2,500
<b>DIRECT EXPENSES =</b>	<b>\$</b>	<b>4,125</b>

### LABOR SUMMARY

EEI Labor Expenses =	\$	42,259
<b>TOTAL LABOR EXPENSES</b>	<b>\$</b>	<b>42,259</b>

<b>TOTAL COSTS</b>	<b>\$</b>	<b>46,384</b>
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## *Standard Schedule of Charges*

*January 1, 2022*

<b>EMPLOYEE DESIGNATION</b>	<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
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 type="checkbox"/>
City Administrator	<input 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 #4

Tracking Number

PW 2022-50

### Agenda Item Summary Memo

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

**Meeting and Date:** Public Works Committee – June 21, 2022

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

#### Council Action Previously Taken:

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

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

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Shanel Gayle Purchasing  
Name Department

#### Agenda Item Notes:

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# Memorandum

To: Public Works Committee  
From: Eric Dhuse, Director of Public Works  
Shanel Gayle, Purchasing Manager  
CC: Bart Olson, Administrator  
Date: June 21, 2022  
Subject: Invitation to Bid Award for Street Light Heads, Arms, and Poles

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## **Summary**

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

## **Background**

On May 12, 2022, staff released an Invitation to Bid for Street Light Heads, Arms, and Poles purchase for the Public Works Department to install 20 streetlights in the Fox Hill Subdivision; this will be the second phase of street light installation. The bids were opened on May 25, 2022, with three bid submittals. The prospective awardee is Amperage Electrical Supply, located in Roselle, Illinois, with the total bid amount of \$73,505.00, \$1,495 under the budgeted amount. The lead time on light poles is at 12-19 weeks and the heads are 4-5 weeks from date of order. Public Works Department intends to begin the second phase of the streetlight replacement project as soon as materials are available.

## **Recommendation**

Staff recommends authorizing the contract for the materials purchase for Street Light Heads, Arms and Poles with Amperage Electrical Supply, of Roselle, Illinois in an amount not to exceed \$73,505.00.

## **Attachments**

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

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS,  
AUTHORIZING THE PURCHASE OF STREETLIGHT HEADS, ARMS AND POLES  
FOR THE FOX HILL SUBDIVISION**

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

**WHEREAS**, after completion of the competitive purchasing process as required by law, the Public Works Department recommends the bid from Amperage Electrical Supply of Roselle, Illinois, for the purchase and installation of twenty (20) streetlight heads, arms and poles for the Fox Hill Subdivision in an amount not to exceed \$73,505.00 be accepted; and,

**WHEREAS**, it is in the best interest of the City to approve the purchase of streetlight heads, arms and poles and the installation thereof from Amperage Electrical Supply of Roselle, Illinois.

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

*Section 1:* The foregoing recitals are hereby incorporated in this Resolution as the findings of the Corporate Authorities.

*Section 2:* The Director of Public Works is hereby authorized and directed to proceed with the purchase of twenty (20) streetlight heads, arms and poles and the installation thereof from Amperage Electrical Supply of Roselle, Illinois, in an amount not to exceed \$73,505.00.

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

*Passed* by the City Council of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2022.

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

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

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

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

CRAIG SOLING \_\_\_\_\_

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

MATT MAREK \_\_\_\_\_

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

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

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

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MAYOR

*Attest:*

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CITY CLERK

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

CONTRACT

THIS CONTRACT made this 24 day of MAY, 2022, by and between the United City of Yorkville, an Illinois municipal corporation hereinafter called the "City" and Amperage Electrical Supply located at 359 W Irving Park Rd. hereinafter called the Supplier". ROSELLE, IL 60173

WITNESSETH:

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

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

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

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

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

UNITED CITY OF YORKVILLE

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

BIDDER:

By: James Bloch  
Signature

Attest:

Megan Kuska  
Witness

James Bloch Sales  
Print Name and Title



# Tabulation Sheet

**Agency Name** United City of Yorkville

**Bid Number** ITB-22-6010-002-0-2022/SW

**Bid Name** Street Light Heads, Arms, and Poles

**Bid Due Date** 05/25/2022 10:00:00 Central

**Bid Opening** Closed

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

Company		Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete								
1	Amperage Electric	05/24/2022 14:39:06 Central	359 West Irving Park Road, Roselle, IL, 60172	\$73505.0000	0.0000		Completed Supplier Response w/any required forms	✓
2	Graybar	05/24/2022 11:45:13 Central	900 Regency Drive, Glendale Heights, IL, 60139	\$74581.6000	0.0000		Completed Supplier Response w/any required forms	✓
3	production distribution	05/25/2022 09:35:25 Central	9511 S DORCHESTER AVE, Chicago, IL, 60628-1720	\$75753.2000	0.0000		Completed Supplier Response w/any required forms	✓



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

Agenda Item Number

New Business #5

Tracking Number

PW 2022-51

### Agenda Item Summary Memo

**Title:** Prairie Ln, Georgeanna St and Pleasure Dr Water Main - Engineering Agreement

**Meeting and Date:** Public Works Committee – June 21, 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:

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# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: June 16, 2022  
Subject: Prairie Lane and Georgeanna water main improvements – design engineering agreement

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## **Summary**

Approval of a design engineering agreement with EEI for the Prairie Lane and Georgeanna water main improvements set to be completed in Summer 2023.

## **Background**

This item was last discussed in April 2022, when the City Council approved the FY 23 budget proposal which referenced completion of this watermain project for FY 24. In order to bid this project out in early 2023 for the 2023 construction season, the design work must be completed in the next few months. Accordingly, EEI has prepared a design engineering agreement for the project.

This contract is included in the FY 23 budget. The attached design engineering agreement contains an estimated \$132,683 cost, consisting of a fixed fee in the amount of \$125,683 and estimated direct expenses of \$7,000.

## **Recommendation**

Staff recommends approval of the design construction engineering agreement with EEI for the Prairie Lane and Georgeanna water main improvements.

**Prairie Lane, Georgeanna Street and Pleasure Drive Water Main Improvements  
United City of Yorkville  
Professional Services Agreement - Design Engineering**

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

**A. Services:**

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the Scope of Services (Attachment B). Design engineering will be provided for approximately 4,000 linear feet of water main improvements on Prairie Lane, Georgeanna Street and Pleasure Drive. (see Attachment E for project limits). Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

**B. Term:**

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

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

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$125,683. Direct expenses are estimated at \$7,000. The hourly rates for this project are shown in the attached 2022 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

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

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

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

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

**F. Governing Law:**

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

**G. Independent Contractor:**

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

**H. Certifications:**

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

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

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

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

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

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

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

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

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

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

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

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

#### I. Indemnification:

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

#### J. Insurance:

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

#### K. Additional Terms or Modification:

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

*Prairie Lane, Georgeanna Street and Pleasure Drive Water Main Improvements  
United City of Yorkville  
Professional Services Agreement  
Design Engineering*

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

<b>Attachment A:</b>	Standard Terms and Conditions
<b>Attachment B:</b>	Scope of Services
<b>Attachment C:</b>	Estimate of Level of Effort and Associated Cost
<b>Attachment D:</b>	Estimated Schedule
<b>Attachment E:</b>	Location Map
<b>Attachment F:</b>	2022 Standard Schedule of Charges

L. Notices:

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

For the City:

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

For the ENGINEER:

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

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

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2022.

United City of Yorkville:

Engineering Enterprises, Inc.:

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John Purcell  
Mayor

---

Brad Sanderson, PE  
Chief Operating Officer / President

---

Jori Behland  
City Clerk

---

Angie Smith  
Executive Assistant



## STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Prairie Lane, Georgeanna Street and Pleasure Drive Water Main Improvements  
United City of Yorkville, IL  
Professional Services Agreement - Design Engineering**

**Attachment B – Scope of Services**

**DESIGN ENGINEERING**

**2.1 Project Management and Administration**

- Budget Tracking
- Management of Personnel and the Engineering Contract
- Coordination with the City and Other Regulatory Agencies (IEPA)
- Coordination with Bristol Township

**2.2 Project Meetings**

- Project Kick-Off Meeting Between the City and EEI
- One (1) Design Progress Meeting Between the City and, EEI prior to Bidding
- One (1) Design Meeting Between the City, Bristol Township, and EEI prior to Bidding.

**2.3 Topographic Survey**

- Field Survey
- Drafting to Create Base File

**2.4 Utility Coordination**

- Design JULIE
- Plan Submission and Coordinate with Private Utilities

**2.5 Final Plans, Specifications and Estimates**

- Preparation of 60%, 90%, and 100% Engineering Plans
- Preparation of 90% and 100% Project Manual and Engineer's Opinion of Probable Construction Cost. Project Manual Shall Include Bidding and Contract Documents, General Conditions, and Special Provisions.

**2.6 Permits**

- Prepare IEPA Documentation for CCDD Management of Soils
- Prepare IEPA Construction Permit Application and Acquire Permit

**2.7 Bidding and Contracting**

- Prepare Bidders List and Ad for Bid
- Submit Ad for Bid to the Local Paper and Post Bidding Documents on QuestCDN
- Address Bid Questions and Prepare Addenda
- Attend Bid Opening
- Prepare Bid Tab, Bid Summary, and Recommendation of Award
- Execute Contract Documents

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

## CLIENT

United City of Yorkville

## PROJECT TITLE

Prairie Lane, Georgeanna Street, and Pleasure Drive Water Main Improvements

## PREPARED BY

NLS

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	SPE 2	PE	SPM	SPT 2	SPT 2	SPT 1	ADMIN		HOURS	COST
		RATE	\$228	\$223	\$183	\$154	\$216	\$159	\$159	\$149	\$70			
<b>PROJECT ADMINISTRATION</b>														
2.1	Project Management and Administration		4	28	14	-	-	-	-	-	-		46	\$ 9,718
2.2	Project Meetings		3	3	12	-	-	-	-	-	-		18	\$ 3,549
2.3	Topographic Survey		-	-	-	-	24	60	-	-	-		84	\$ 14,724
2.4	Utility Coordination		-	-	1	12	-	-	-	-	-		13	\$ 2,031
2.5	Final Plans, Specifications, and Estimates		16	8	180	140	-	-	50	140	-		534	\$ 88,742
2.6	Permits		-	-	9	-	-	-	-	-	-		9	\$ 1,647
2.7	Bidding and Contracting		1	6	10	9	-	-	-	-	7		33	\$ 5,272
Insert Task Subtotal:			24	45	226	161	24	60	50	140	7	-	737	\$ 125,683
<b>PROJECT TOTAL:</b>			<b>24</b>	<b>45</b>	<b>226</b>	<b>161</b>	<b>24</b>	<b>60</b>	<b>50</b>	<b>140</b>	<b>7</b>	<b>-</b>	<b>737</b>	<b>\$ 125,683</b>

## DIRECT EXPENSES

Mileage =	\$	125
Printing =	\$	320
Material Testing =	\$	-
Environmental Assessment =	\$	6,555
<b>DIRECT EXPENSES =</b>		<b>\$ 7,000</b>

## LABOR SUMMARY

EEI Labor Expenses =	\$	125,683
<b>TOTAL LABOR EXPENSES</b>	<b>\$</b>	<b>125,683</b>

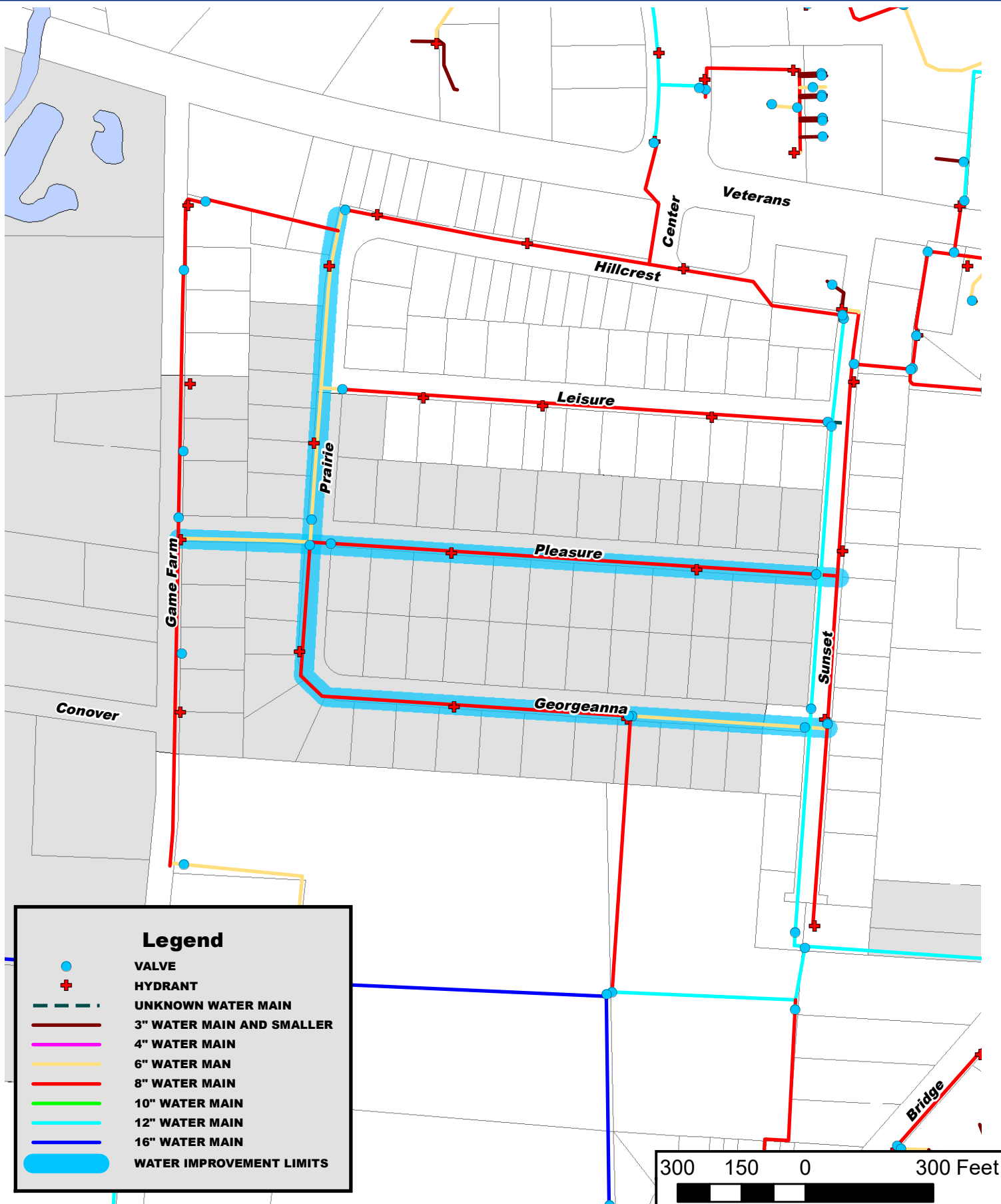
**TOTAL COSTS \$ 132,683**



## ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT									PROJECT NUMBER				
United City of Yorkville									YO2217-P				
PROJECT TITLE									DATE		PREPARED BY		
Prairie Lane, Georgeanna Street, and Pleasure Drive Water Main Improvements									6/10/22		NLS		
TASK NO.	TASK DESCRIPTION												
		2022							2023				
		JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
PROJECT ADMINISTRATION													
2.1	Project Management and Administration												
2.2	Project Meetings												
2.3	Topographic Survey												
2.4	Utility Coordination												
2.5	Final Plans, Specifications, and Estimates												
2.6	Permits												
2.7	Bidding and Contracting												





## Engineering Enterprises, Inc.

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

DATE: JUNE 2022  
PROJECT NO.: YO2217  
BY: MJT  
PATH: H:\GIS\PUBLIC\YORKVILLE\2022\  
FILE: YO2217\_Exhibit WM Replacement Georgeanna.MXD

## ATTACHMENT E LOCATION MAP







## *Standard Schedule of Charges*

*January 1, 2022*

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

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

Vehicle for Construction Observation		\$ 15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 206.00
Expert Testimony		\$ 258.00



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

Agenda Item Number

New Business #6

Tracking Number

PW 2022-52

### Agenda Item Summary Memo

**Title:** Lead Water Service Line Inventory – Engineering Agreement

**Meeting and Date:** Public Works Committee – June 21, 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:

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# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: June 16, 2022  
Subject: Lead Service Line Inventory – engineering agreement

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## **Summary**

Approval of an engineering agreement with EEI for completion of the City's mandated lead service line material inventory.

## **Background**

This item was last discussed at the May 2022 PW meeting, when the committee heard a presentation from EEI about the need for and completion of a lead service line inventory. Since then, EEI has prepared an engineering agreement to complete the inventory.

This contract is included in the FY 23 budget. The attached engineering agreement contains an estimated \$34,965 total value, which consists of \$23,789 in fixed costs and an estimated \$11,176 in direct expenses.

## **Recommendation**

Staff recommends approval of the engineering agreement with EEI for the lead service line inventory.

**Agreement for Professional Services  
Lead Service Line Material Inventory  
United City of Yorkville**

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 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 Lead Service Line Material Inventory.

**B. Term:**

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

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

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Engineering will be paid for as a Fixed Fee (FF) in the amount of \$23,789. Direct expenses are estimated at \$11,176. The hourly rates for this project are shown in the attached 2022 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

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

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

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

ENGINEER agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. ENGINEER agrees to keep such information confidential and not to disclose or

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

**F. Governing Law:**

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

**G. Independent Contractor:**

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

**H. Certifications:**

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

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

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

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

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

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

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

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

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

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

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

**I. Indemnification:**

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

**J. Insurance:**

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

**K. Additional Terms or Modification:**

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

**Attachment A:** Standard Terms and Conditions

**Attachment B:** Scope of Services

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

**Attachment D:** Anticipated Project Schedule

**Attachment E:** Location Map

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

L. Notices:

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

For the City:

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

For the ENGINEER:

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

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

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2022.

United City of Yorkville:

Engineering Enterprises, Inc.:

---

John Purcell  
Mayor

---

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

---

Jori Behland  
City Clerk

---

Angie Smith  
Executive Assistant



## **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 currently estimates there are less than 1,544 residential lead water service lines (LSL) throughout the community. The City is seeking to initiate preliminary engineering for LSL inventorying. Preliminary Engineering includes developing an on-line resident survey to assist the City in material inventory.

The proposed work items for this project are as follows:

#### **PROJECT ADMINISTRATION**

- 0.1 Project Management
  - Management of personnel and the project
  - General coordination with the City
- 0.2 Project Status Reports (One Per Month For Seven Months)
  - Preparation and distribution of project status reports via email
- 0.3 Project Meetings
  - Project initiation meeting (One meeting total)
  - Coordination, attendance, and meeting outline and minutes

#### **GIS LSL SURVEYS**

- 1.1 Prepare, print, and mail 1,544 mailers per each community notification. A total of four (4) community notifications will be prepared for the following:
  - Community Meeting (one notification)
  - Online Resident Survey (three total; includes two reminders)
- 1.2 Assisting with City website content for LSL Information by providing data only
- 1.3 Community meeting preparation and attendance (one meeting total)
  - Develop and conduct PowerPoint presentation
- 1.4 Develop GIS Survey 1-2-3 for resident survey and manage survey data on GIS platform for 500 to 750 surveys
  - Weekly e-mail update with link to dashboard for two (2) months
  - Shapefile export at the end of the survey
  - Assist with resident phone calls
- 1.5 Develop GIS Survey 1-2-3 for home assessments and manage survey data on GIS platform for 500 to 750 surveys
  - Weekly e-mail update with link to dashboard for three (3) months
  - Shapefile export at the end of the survey

#### **EXCLUSIONS**

The above scope of services excludes the following:

- Address list development. Address list for the community notifications will be provided by the City in excel format.
- Envelopes. The City will provide envelopes for all mailers.
- Postage. The City will provide postage for all the mailers.

- Schedule and perform home assessments
- Temporary construction easement waiver preparation, coordination with residents, and acquisition

### **ADDITIONAL SERVICES**

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**

<b>CLIENT</b>					<b>PROJECT NUMBER</b>				
United City of Yorkville					YO2207-C				
<b>PROJECT TITLE</b>					<b>DATE</b>			<b>PREPARED BY</b>	
Lead Service Line Inventory					6/7/22			KMM/BPS	

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PE	PE	GIS Tech	ADMIN		HOURS	COST
		RATE	\$223	\$216	\$183	\$154	\$129	\$70			
PROJECT ADMINISTRATION											
0.1	Project Management		4	16				3		23	\$ 4,558
0.2	Project Status Reports (1 Per Month For 7 Months)			3						3	\$ 648
0.3	Project Meetings (1 Total)		1	3	4					8	\$ 1,603
Insert Task Subtotal:			5	22	4	-	-	3	-	34	\$ 6,809
GIS LSL SURVEYS											
1.1	Prepare, Print, and Mail Community Notifications (4 Total)			2	4		2	36		44	\$ 3,942
1.2	Assist with City Website Content			2	4					6	\$ 1,164
1.3	Community Meetings w/ Presentation (1 Total)			4	8		2			14	\$ 2,586
1.4	Manage Resident Survey Data						36			36	\$ 4,644
1.5	Manage Home Assessment Survey Data						36			36	\$ 4,644
Insert Task Subtotal:			-	8	16	-	76	36	-	136	\$ 16,980
PROJECT TOTAL:			5	30	20	-	76	39	-	170	23,789

**DIRECT EXPENSES**

Postage =	\$	-
Printing =	\$	6,176
GIS Resident Survey =	\$	5,000

**DIRECT EXPENSES = \$ 11,176**

**Notes**

Printing = 1,544 mailers x 4 notifications; one page double sided color @ \$1.00/each

**LABOR SUMMARY**

EEI Labor Expenses =	\$	23,789
<b>TOTAL LABOR EXPENSES</b>	<b>\$</b>	<b>23,789</b>

**TOTAL COSTS \$ 34,965**

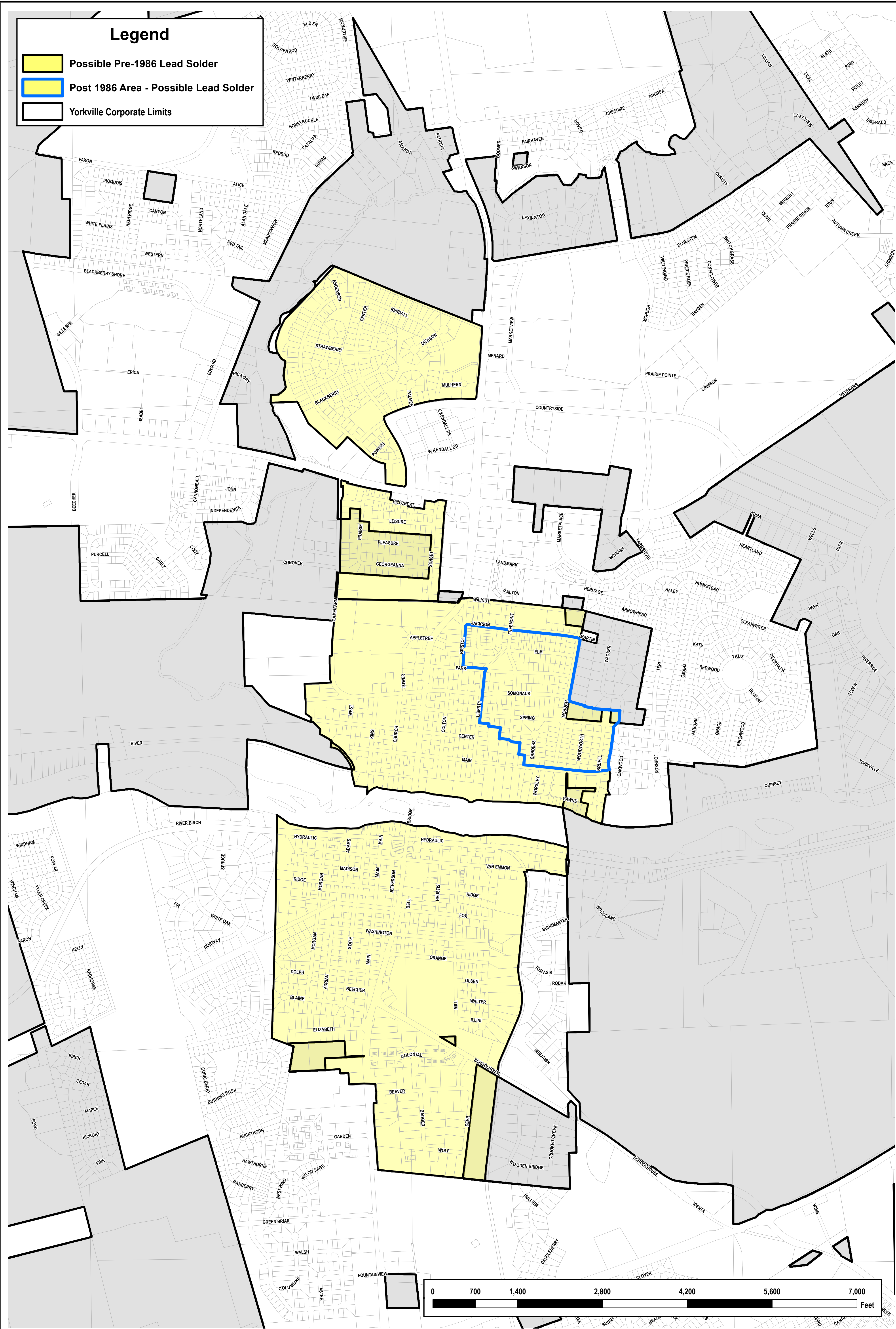


## ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT								PROJECT NUMBER							
United City of Yorkville								YO2207-C							
PROJECT TITLE								DATE		PREPARED BY					
Lead Service Line Inventory								6/7/22		KMM					
TASK NO.	TASK DESCRIPTION														
		2022							2023						
		JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY		
PROJECT ADMINISTRATION															
0.1	Project Management														
0.2	Project Status Reports (One Per Month For Seven Months)														
0.3	Project Meetings (One Total)														
GIS LSL SURVEYS															
1.1	Prepare, Print, and Mail Community Notifications (Four Total)														
1.2	Assist with City Website Content														
1.3	Community Meetings w/ Presentation (One Total)														
1.4	Manage Resident Survey Data														
1.5	Manage Home Assessment Survey Data														











## *Standard Schedule of Charges*

*January 1, 2022*

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



# 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

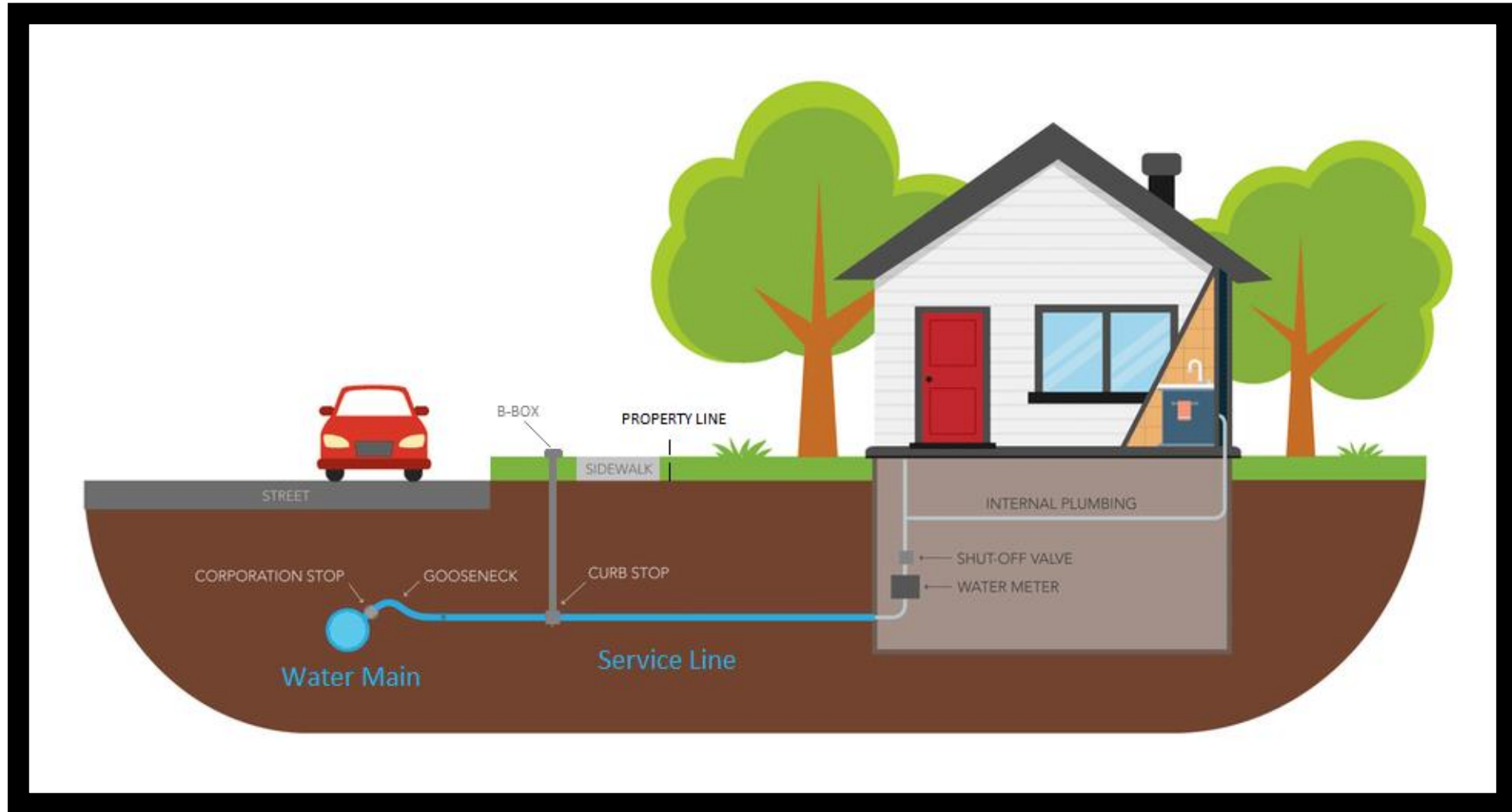


**BACKGROUND**





# 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



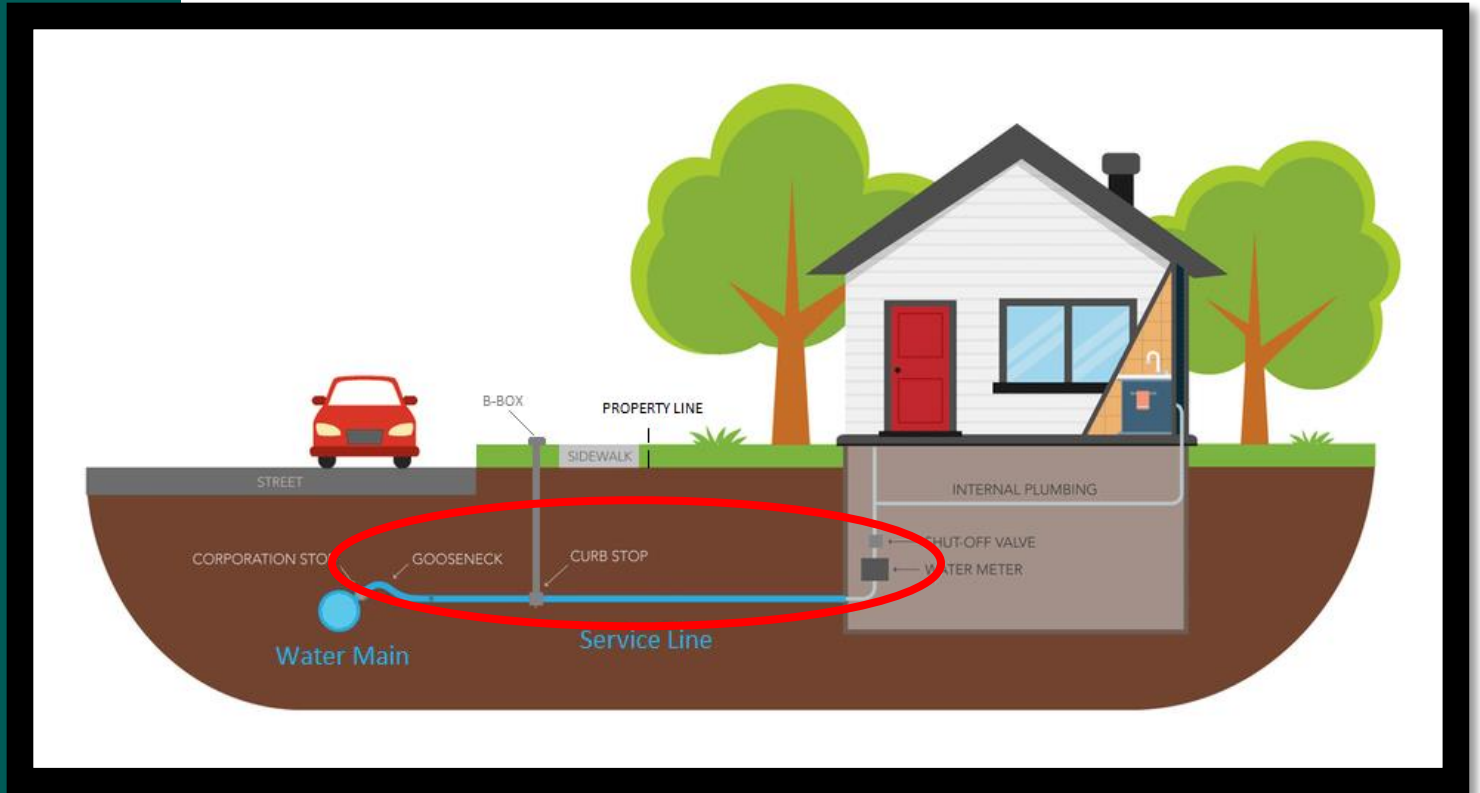
# Replacement Schedule

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

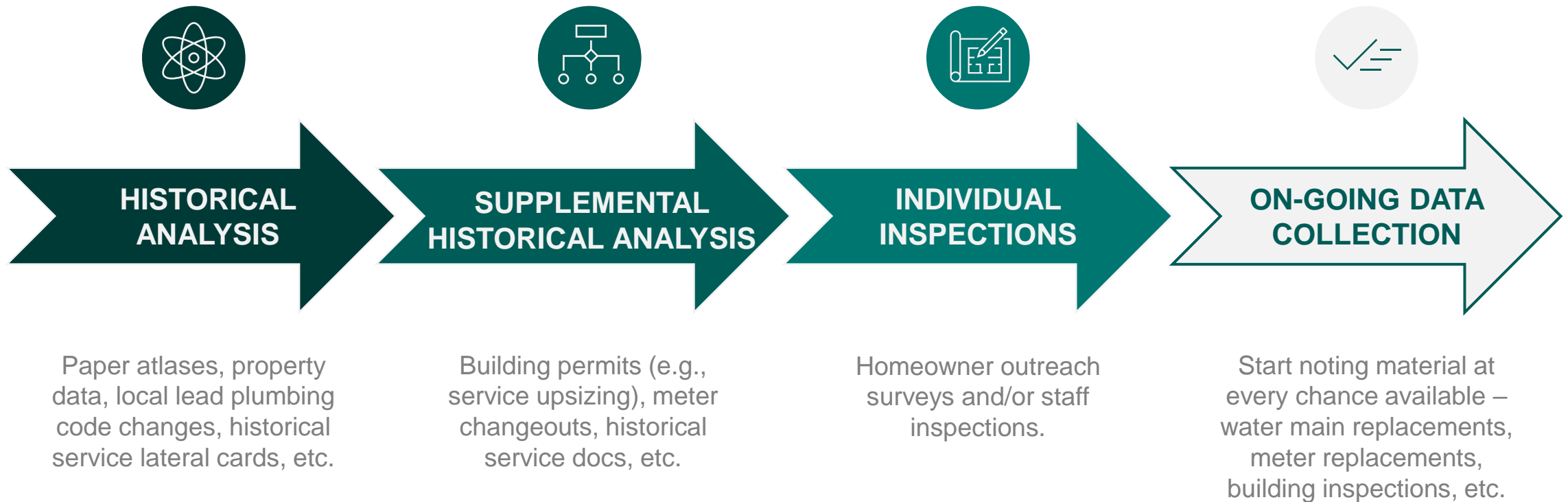


## IN ADDITION:

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

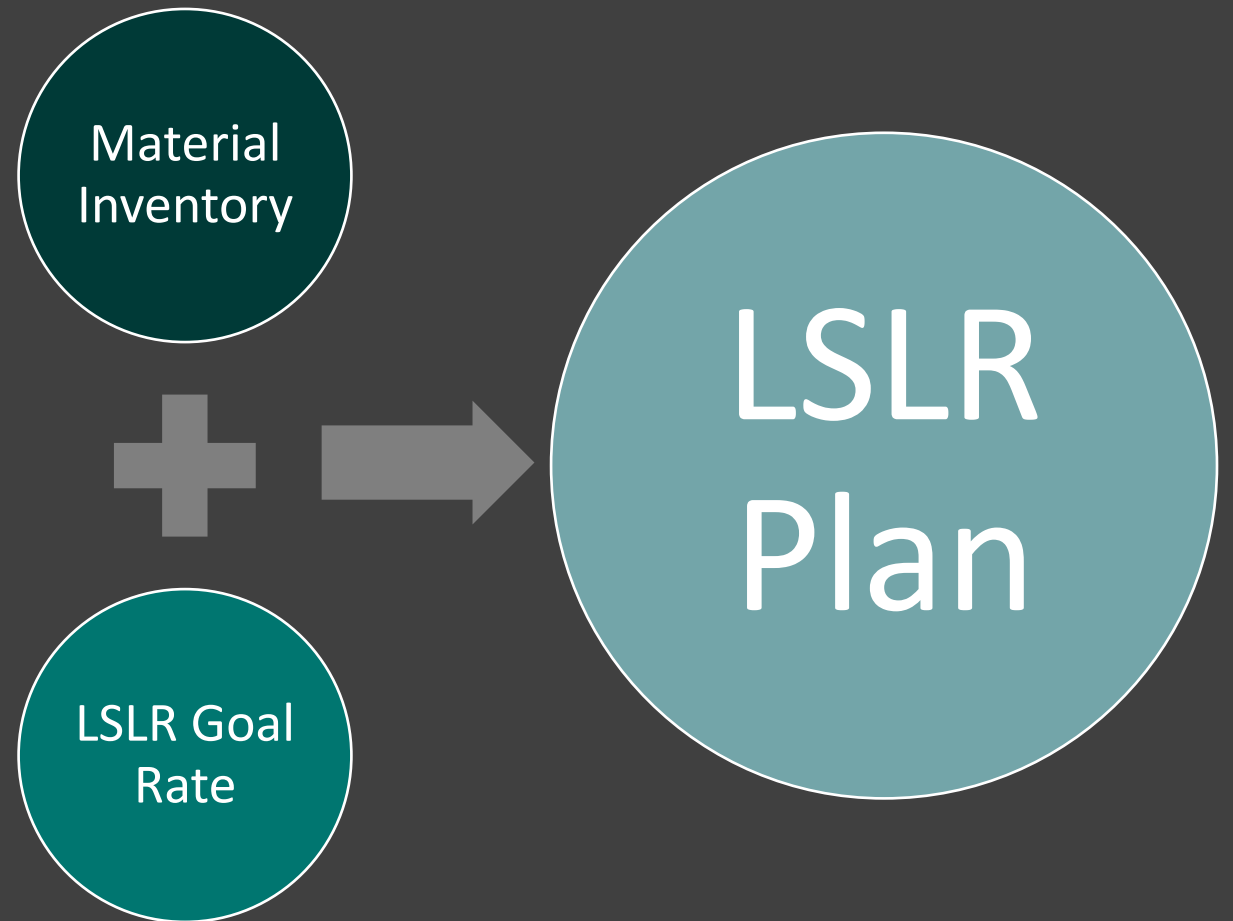


# RECOMMENDED STEPS FOR CREATING A MATERIAL INVENTORY



## 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 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 #7

Tracking Number

PW 2022-53

### Agenda Item Summary Memo

**Title:** Purchase of Sewer Camera Proteus Lite System

**Meeting and Date:** Public Works Committee – June 21, 2022

**Synopsis:** Discussion of the Purchase of a Sewer Camera, Proteus Lite System

### Council Action Previously Taken:

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

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

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Shanel Gayle Purchasing  
Name Department

### Agenda Item Notes:

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# Memorandum

To: Public Works Committee  
From: Eric Dhuse, Director of Public Works  
Shanel Gayle, Purchasing Manager  
CC: Bart Olson, Administrator  
Date: June 21, 2022  
Subject: Sewer Camera Purchase

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## **Summary**

Staff proposes to purchase a new sewer camera purchase, Proteus Lite System.

## **Background**

Staff proposes the purchase of a new sewer camera system, a Proteus Lite System, protection case and training from R.N.O.W., Inc. of West Allis, Wisconsin in the amount not to exceed \$64,683.30. The quoted price includes a HGAC purchasing contract discount in the amount of \$1981.70, contract SC01-21. There is currently \$100,000 budgeted for this expense in the approved FY 23 budget in the sewer operations equipment line item 52-520-6000-6060

This sewer camera system is a combination of a small push cam system and an entry level crawler camera system. Staff first recommended an upgraded crawler cam system, but the pricing was well over our budget of \$100,000. In addition, our current push cam broke and is so old that it is not worth fixing even if they could get parts. In order to satisfy our current need of a push cam and get our foot in the door with a crawler cam, we found the Proteus Lite system. We will still be able to take the push cam into residents' homes to camera the sewer service line and use it for small jobs in the main line. The Crawler cam addition will allow us to perform a more in depth investigation into problems in the sewer main. We will be able to use this in emergency situations, and in preventative maintenance operations. The preventative maintenance operations will save us money by showing us problems before they cause emergencies. Lastly, this crawler cam will allow us to expand if we like how it operates and it proves its worth. This system is the foundation for a larger system that will allow us to buy components as needed all the way up to, and including, mounting in a service van. We can purchase different crawlers for different sized pipe, lateral launchers to be able to gain access to services through the main, more camera cord, along with upgraded monitors and recording equipment.

Presently, we use the push cam 1-2 times per month for residents and 2-3 times per month for our own use. This may not seem like much, but each time we use this camera it saves us or a homeowner from digging up a service or a line which can be a large expense. We also use the camera to pinpoint problems for ourselves and homeowners. If we can limit the area that is disturbed, the lower the cost. This is also a great PR tool for us. We offer this service free of charge to residents that are having issues with their sewer service. Many times, this leads to a lower bill from the plumber due to the fact that the issue is known and the location is known beforehand. Another free service we offer is to locate the sewer service. This is especially important in the old part of town where many sewers go around to the back of the house because

they hooked into the old septic line that exited the house instead of redoing all the plumbing in the basement. When residents put additions, porches, decks, pools, garages, etc, it is good to know the location of the sewer in these areas.

The addition of a crawler cam is meant to reduce costs in the future and prevent catastrophic failure such as a main line collapse. By performing yearly inspections, we will be able to pinpoint problems without paying a contractor \$2.00-\$3.00 per foot to do the same job as we would when we perform the SSES. If we have televised and recorded the lines within a year, there would be no need to duplicate the work. This camera can also extend up to 800' compared to about 100' with our push cam. This means we can go from manhole to manhole to inspect the entire line and services instead of just the services.

### **Recommendation**

Staff recommends authorizing the purchase of a new sewer camera system, the Proteus Lite from R.N.O.W., Inc. of West Allis, Wisconsin in the amount not to exceed \$64,683.30. Since this purchase will be in conjunction with a HGAC contract, it will require a supermajority vote.

### **Attachments**

- Resolution
- R.N.O.W., Inc. – Quotation #2022-6661

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, ILLINOIS,  
AUTHORIZING THE PURCHASE OF A PROTEUS LITE SYSTEM  
(A Sewer Camera Inspection System)**

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

**WHEREAS**, after completion of the competitive purchasing process, the Public Works Department recommends the purchase of a new Proteus Lite System, a camera inspection system from R.N.O.W., Inc. of West Allis, Wisconsin in an amount not to exceed \$64,683.30; and,

**WHEREAS**, it is in the best interest of the City to approve the purchase of the Proteus Lite System from R.N.O.W., Inc. of West Allis, Wisconsin.

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

*Section 1:* The foregoing recitals are hereby incorporated in this Resolution as the findings of the Corporate Authorities.

*Section 2:* The Director of Public Works is hereby authorized and directed to proceed with the purchase of a Proteus Lite System, in an amount not to exceed \$64,683.30.

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

*Passed* by the City Council of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2022.

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

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

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

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

CRAIG SOLING \_\_\_\_\_

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

MATT MAREK \_\_\_\_\_

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

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

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

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MAYOR

*Attest:*

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CITY CLERK





R.N.O.W., Inc.  
8636R West National Avenue  
West Allis, WI 53227

# QUOTATION

Quote Number: 2022-6661  
Quote Date: May 25, 2022  
Page: 1

Voice: 414-541-5700  
Fax: 414-543-9797

**Quoted To:**

CITY OF YORKVILLE  
610 TOWER LANE  
YORKVILLE, IL 60560  
U.S.A.

Accepted By: \_\_\_\_\_

Sign above to accept quotation and place order

Customer Fax: \_\_\_\_\_

Customer ID	Good Thru	Payment Terms	Sales Rep
YORKVILLE IL	6/24/22	Net 30 Days	KJW

Quantity	Item	Description	Unit Price	Amount
1.00	VIR PLS250S	Proteus Lite System - CCU208 Controller - CPL150 Crawler - RMPL250 Manual Reel - Built In Mounting for CCU208 - 820' High Tensile Cable - CAM026 Pan Tilt - Sonde & Inclinator - Pressure Test Kit	46,625.00	46,625.00
1.00	VIR ASS-005-404	Proteus Lite Wheel Kit	460.00	460.00
		----- ADDITIONAL OPTIONS -----		
1.00	VIR PROCASE	VIR - Proteus Protection Case - Crawlers - CRP90, CRP140, & CPL150 - Cameras - CAM026 & CAM028 - Aux Attachments - ALB300 & APB300	295.00	295.00
1.00	VIR ALB300	Aux light/backeye camera - Proteus	3,080.00	3,080.00
1.00	VIR CCP60D	PROTEUS COILER (DUO) - Includes Accessory Case - 3 Sizes of centering skids - Case to attach an optional CAM026 Pan & Rotate Head	11,510.00	11,510.00

Thank you for the opportunity to quote

SUBMITTED BY

  
Steven D. Krall  
President

Subtotal	Continued
Sales Tax	Continued
Freight	Continued
<b>TOTAL</b>	<b>Continued</b>



R.N.O.W., Inc.  
8636R West National Avenue  
West Allis, WI 53227

# QUOTATION

Quote Number: 2022-6661  
Quote Date: May 25, 2022  
Page: 2

Voice: 414-541-5700  
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**Quoted To:**

CITY OF YORKVILLE  
610 TOWER LANE  
YORKVILLE, IL 60560  
U.S.A.

Accepted By: \_\_\_\_\_

Sign above to accept quotation and place order

Customer Fax:

Customer ID	Good Thru	Payment Terms	Sales Rep
YORKVILLE IL	6/24/22	Net 30 Days	KJW

Quantity	Item	Description	Unit Price	Amount
4.00	VIR QRW115SR/150	115mm soft rubber quick release wheel for CRP140/150 - For 8" - 12" pipe diameters	270.00	1,080.00
2.00	VIR QRW90CB/150	90mm carbide quick release wheel for CRP140/150 (each)	470.00	940.00
		----- TRAINING -----		
1.00		VIR Onsite Training Session - 1 Days for Proteus Lite Only	2,175.00	2,175.00
		----- DISCOUNTING -----		
1.00	DISCOUNT	CUSTOMER DISCOUNT GIVEN  - PROTEUS CONTRACT NUMBER - SC01-21, through the HGAC purchasing contract	1,981.70	-1,981.70

Thank you for the opportunity to quote

SUBMITTED BY

  
Steven D. Krall  
President

Subtotal	64,183.30
Sales Tax	
Freight	500.00
<b>TOTAL</b>	<b>64,683.30</b>



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

Agenda Item Number

New Business #8

Tracking Number

PW 2022-54

### Agenda Item Summary Memo

**Title:** YBSD Smoke and Dye Testing

**Meeting and Date:** Public Works Committee – June 21, 2022

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

#### Council Action Previously Taken:

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

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

**Type of Vote Required:** None

**Council Action Requested:** Informational

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

#### Agenda Item Notes:

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- c. Install District-owned meters at selected locations and calibrate. Connect meters to RJN telemetry units.
- d. Provide flow meter maintenance as necessary to keep meters in proper operation for the duration of the monitoring period. Calibrate each meter at least one additional time within the flow monitoring period.
- e. Monitor flows for a period of four months.
- f. Review the data at least weekly and report any equipment service needs to field crews.
- g. Procure spare parts and replacement equipment, such as batteries and desiccants, as needed to keep flow meters working and within operating standards. For District-owned meters, this contract DOES NOT include replacement meters or probes.
- h. Perform final calibration measurements at each site (for a total of 3 calibrations minimum) and remove the flow meters and return them to the District.
- i. Process the collected raw data. Analyze the processed data for wet- and dry-weather flow patterns. Create hydrographs for each meter and determine wet-weather peaking factors at standard storm recurrence and durations for each basin.
- j. Perform an inflow and infiltration analysis, including:
  - i. Inflow peaking factors,
  - ii. Regression analysis for peaking factor prediction,
  - iii. Scattergraphs and hydrographs,
  - iv. Capacity analysis including downstream control and surcharging assessment.
- k. Prepare and submit an electronic copy of the Inflow and Infiltration (I/I) draft report to District outlining flow monitoring results and recommendations. Include the following in the I/I report:
  - i. Details on each flow meter and rain gauge location,
  - ii. Summary of the flow and rainfall data collected,
  - iii. Conclusions from the flow metering, including evidence of downstream control, hydraulic bottlenecks, and levels of infiltration and inflow (I/I),
  - iv. Adequacy of the existing system to handle existing flows and increased lift station flows,
  - v. Recommendations for the next appropriate steps including reduction in I/I.

## **Inflow/Infiltration Inspection Services**

### **9. Smoke Testing**

- a. Prepare a draft resident smoke testing notification letter for the District or City to send to the affected residents and business owners. These letters will include RJN contact information if necessary, during smoke testing. These letters will be in English on one side and in Spanish on the other side, if desired.
- b. Prepare smoke testing door hangers that RJN staff will hang at each address less than one week prior to smoke testing. These door hangers will also include RJN contact information and will be in English on one side and in Spanish on the other side, if desired.

- c. Notify the local fire and police department of planned smoke testing activities, including daily updates. Answer resident/owner field and phone questions.
- d. Provide equipment and smoke necessary for smoke testing.
- e. During smoke testing, erect temporary smoke testing signs near the testing area.
- f. Utilize electronic data collection equipment for smoke testing.
- g. Smoke test the sanitary sewers. GPS locate each identified defect and take at least one digital picture of each defect.

#### **10. Manhole Inspections**

- a. Provide equipment and personnel as necessary for manhole inspections.
- b. Complete surface manhole inspections for manholes as outlined. Collect the following attribute data, as it can be determined:
  - i. GPS locate of manhole,
  - ii. Manhole diameter and material
  - iii. Connecting sewer diameters, invert measurements, and flow direction.
- c. Identify and document manhole condition, including:
  - i. Direct evidence of I/I,
  - ii. Open pickholes in lid,
  - iii. Cover, frame, adjusting ring, and seal condition, including needed adjustments,
  - iv. Cone, wall, trough, and bench condition and defects.
- d. Take a minimum of four digital photographs at each manhole structure
  - i. Surrounding area,
  - ii. Manhole cover
  - iii. Topside - looking down,
  - iv. Manhole frame.
- e. Provide data analysis as follows:
  - i. Compile field data and develop complete list of defects;
  - ii. Map results in GIS;
  - iii. Assign an estimated flow to each defect; and
  - iv. Determine an appropriate rehabilitation method for each manhole and estimate an associated cost.

#### **11. Dyed Water Flooding**

- a. Review smoke testing results for recommended dyed water flooding locations.
- b. Review City sanitary sewer, storm sewer, and water distribution system maps to develop a dyed water flooding and traffic control plan for each dyed water flooding setup.
- c. Solicit quotations for sewer televising to accompany the dyed water flooding process. Contract with the selected contractor for the completion of the concurrent televising.
- d. Provide equipment, personnel, and dye as necessary for dyed water flooding. Water to be provided by the City.

- e. Work with the sewer televising contractor to perform televising during dyed water flooding.
- f. Set up and complete dyed water flooding.
- g. Use handheld electronic data collection equipment for collection of dyed water flooding data.
- h. GPS locate each identified defect and take at least one digital photograph or video of each defect (as applicable/able).
- i. Provide photographs and reporting on Clarity.
- j. Compile field data. Review televising videos and develop a complete list of identified defects.
- k. Assign an estimated flow to each defect and determine an appropriate rehabilitation method and estimated cost for each recommendation.

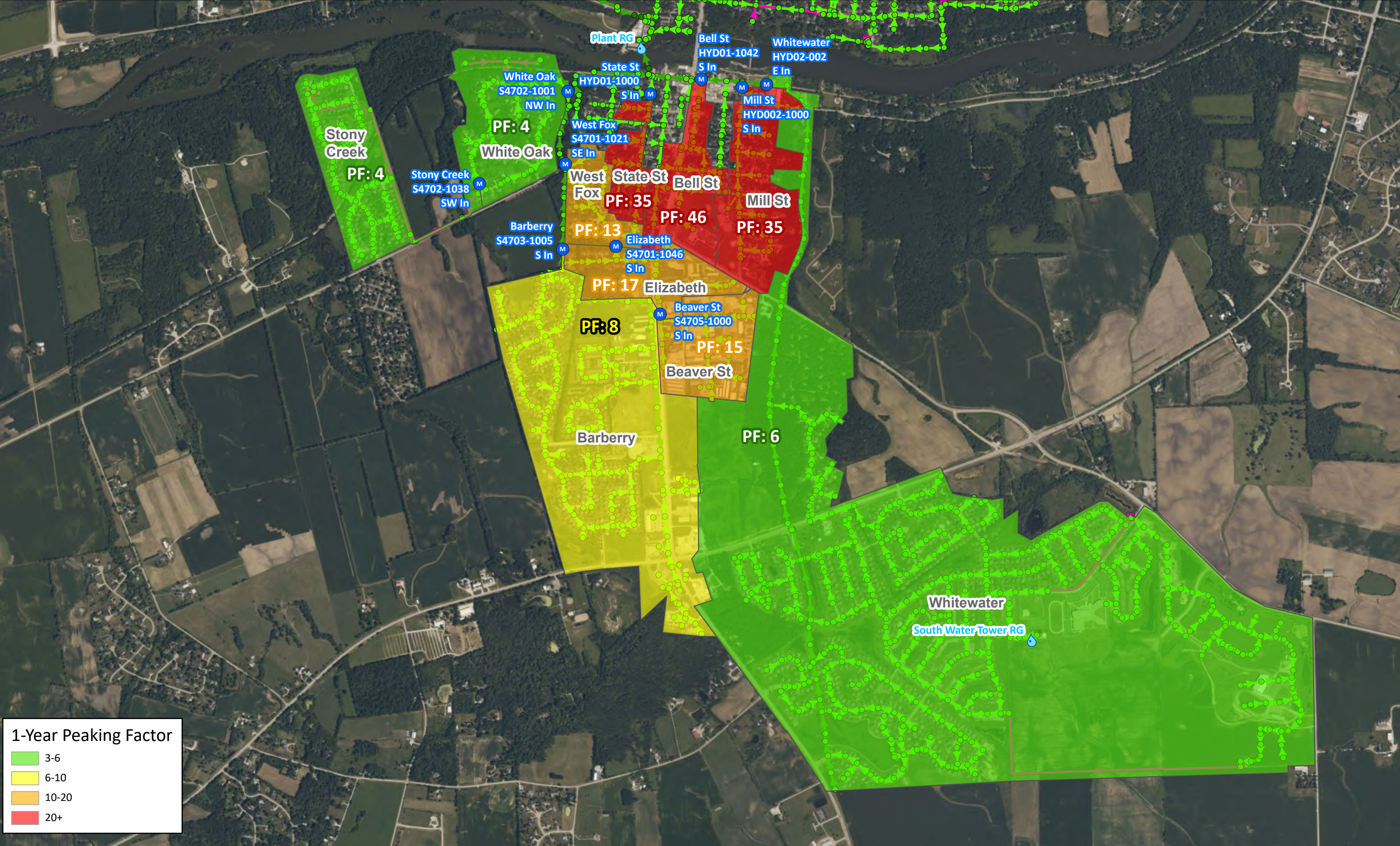
## **12. Sewer Televising**

- a. CCTV Subcontract
  - i. Release CCTV Request for Proposal to selected CCTV contractors.
  - ii. Contract with selected contractor to lightly clean and televise the sewers in the basins.
  - iii. Provide coordination with the selected CCTV subcontractor crews for areas to be televised and obtaining televising videos and reports
- b. CCTV Review
  - i. Provide equipment and personnel as necessary for review of televising video.
  - ii. Review sewer televising videos using PACP-certified personnel and PACP coding standards.
  - iii. Provide data analysis as follows:
    - 1. Review observations and edit, as necessary.
    - 2. Determine an appropriate rehabilitation method, including point repairs, grouting, lining, and other rehabilitation as needed.
    - 3. Develop estimate of associated cost for each defect or segment
  - iv. Provide recommendations to City for review.
    - 1. Recommendations will be phased to accommodate City budget, maximize efficiency of work, and minimize disruption to the public.
- c. Provide the following information for the summary report:
  - i. Summary of work completed.
  - ii. List of sewers to be rehabilitated prioritized by severity of defects.
  - iii. Recommendations for follow-up SSES work.

## **13. Data Analysis and Reporting**

- a. Data Analysis
  - i. Compile field data and develop complete list of defects
  - ii. Assign an estimated flow to each defect and an estimated cost for rehabilitation.
- b. Report
  - i. Provide a summary of work completed & GIS map of identified defects





**1-Year Peaking Factor**

3-6
6-10
10-20
20+



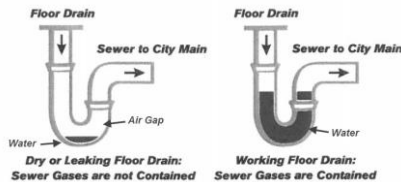




# NOTICE

Inspection crews will be conducting a physical survey of the [City/Village] of [Municipality Name] sanitary sewer system in your area. Workers will be accessing manholes to "SMOKE TEST" sewers and locate defects in the system. The smoke is NON-TOXIC, HARMLESS AND CREATES NO FIRE HAZARD.

The smoke should not enter your home unless you have defective plumbing or dried up drain traps. Pour 1 gallon of water down all floor drains and any rarely used sinks/ tubs/ toilets to ensure a water barrier is maintained in the drain traps. The drain trap water barrier is there to prevent sewer gases or odors from entering the building. If the drain trap water barrier is present and smoke does enter your home, the potential exists for sewer gases to also enter your home and you should consult a licensed plumber to fix the problem.



Some sewer lines and manholes may be located in backyards. Whenever these lines require investigation, members of the inspection crews will need access to the sewer lines and manholes. These crews are RJN Group personnel and will be identified with uniforms and badges. Homeowners do not need to be home and **FIELD CREWS ARE NOT REQUIRED TO ENTER YOUR BUSINESS OR RESIDENCE.**

**If smoke enters your home, and the field crew is still on your street, please contact a member of the crew or the RJN Field Crew Leader at (###) ###-####.**

We anticipate the smoke testing will require a few days in your area. Your cooperation is appreciated. The information gained from this study will be used to improve the sewer system in keeping with state and federal regulations. **Please call if you have any questions about respiratory concerns or the smoke testing process, RJN staff will be happy to help you.**

For additional information:  
Visit the RJN Group website - [www.rjn.com/faq](http://www.rjn.com/faq)

Call -

[City/Village] of [Name] - (###) ###-####

RJN Project Manager, [PM Name] - (630) 682-4700, ext. ####



**Commented [KP1]:** Add logo at the top, but pay attention to Margin space. Use door tags from years past as an example.

**Commented [KP2]:** Smoke Phone Number – confirm with Lewis

[Month] 2022

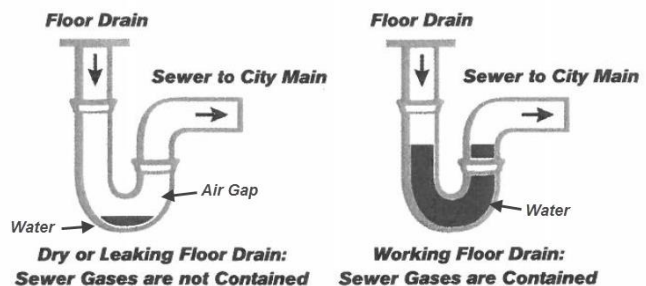
## 2022 Sanitary Sewer Smoke Testing

Dear Resident:

The [City/Village] of [Municipality Name] is conducting a program to identify locations where storm water is entering the [City/Village] sanitary sewer system. The study, being performed by the engineering firm RJN Group, Inc. of Wheaton, Illinois, includes smoke testing of the sanitary sewers.

Smoke testing is a simple means of locating openings in the sewer system that allow surface rainwater runoff to enter the sanitary sewers. Air combined with non-toxic smoke is forced into the sewer at manholes, often located in the street, filling the system. Smoke will appear where there are defects in the main sewer line (usually located under the road) or laterals (connection between the main sewer line and a building) or where other connections to the sewer system exist, such as roof drains, patio drains and footing drains.

Smoke should not enter buildings unless there is defective plumbing or dried-up drain traps. Pour 1 gallon of water down all floor drains and any rarely used sinks/tubs/toilets to ensure that a water barrier is maintained in the drain traps. The drain trap water barrier prevents sewer gases or odors from entering the building. If the drain trap water barrier is present and smoke does enter your home, the potential exists for sewer gases to also enter your home and you should consult a licensed plumber to fix the problem. If smoke is entering your home during the smoke testing, contact a member of the RJN crew if they are still on your street. If the RJN crew is no longer in the area contact the RJN Group office at 630-682-4700.



**The smoke is non-toxic, low odor, creates no fire hazard, leaves no residue, dissipates quickly, and is harmless.** However, if someone in your home has respiratory concerns, they may wish to leave smoke-filled areas until smoke testing is completed. Additional information on smoke testing can be found on the RJN Group website: [www.rjn.com/faq](http://www.rjn.com/faq) or use the QR code to get to the site. RJN Group staff will be happy to speak with you if you have any further questions about the smoke testing process or respiratory concerns. Please contact the RJN project manager at the number listed below.

Smoke testing is scheduled to begin [start date] and is expected to be completed by [end date], weather permitting. Additional notification will be provided by door hanger cards prior to the start of smoke testing and signs will be posted when crews are testing in your area.

If you have any questions, please call [Project Manager Name], RJN Project Manager, at (630) 682-4700 x#### or the [City/Village] of [Municipality Name] at (###)-###-####. Your cooperation with the 2022 Sanitary Sewer Smoke Testing program is greatly appreciated.

Sincerely,

[City/Village] of [Municipality Name]

