



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, October 18, 2022

6:00 p.m.

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

Citizen Comments:

Minutes for Correction/Approval: July 19, 2022

New Business:

1. PW 2022-66 Water Reports for May – September 2022
2. PW 2022-67 Capital Improvement Projects Update
3. PW 2022-68 Quarterly Bond and Letter of Credit Reduction Summary
4. PW 2022-69 Corneils Road Interceptor Sewer – Bid Award
5. PW 2022-70 Corneils Road Interceptor Sewer – Construction Engineering Agreement
6. PW 2022-71 Williams Group – Riverfront Walk and Art Easement
7. PW 2022-72 Single Axle Dump Truck Price Increase - Third
8. PW 2022-73 Kendall Marketplace Residential – One Year Guarantee Release
9. PW 2022-74 2022 Sanitary Sewer Lining – Bid Award
10. PW 2022-75 2023 Road to Better Roads – Design Engineering Agreement
11. PW 2022-76 Sale of Vehicles and Equipment
12. PW 2022-77 Meeting Schedule for 2023
13. PW 2022-78 Resolution Approving a Proposal from Gjovik Ford, Inc. to the United City of Yorkville, Illinois and Kendall County for Vehicle Maintenance

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, October 18, 2022
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. July 19, 2022

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

NEW BUSINESS:

1. PW 2022-66 Water Reports for May – September 2022

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

2. PW 2022-67 Capital Improvement Projects Update

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

3. PW 2022-68 Quarterly Bond and Letter of Credit Reduction Summary

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

4. PW 2022-69 Corneils Road Interceptor Sewer – Bid Award

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

5. PW 2022-70 Corneils Road Interceptor Sewer – Construction Engineering Agreement

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

6. PW 2022-71 Williams Group – Riverfront Walk and Art Easement

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

7. PW 2022-72 Single Axle Dump Truck Price Increase – Third

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

8. PW 2022-73 Kendall Marketplace Residential – One Year Guarantee Release

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

9. PW 2022-74 2022 Sanitary Sewer Lining – Bid Award

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

10. PW 2022-75 2023 Road to Better Roads – Design Engineering Agreement

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

11. PW 2022-76 Sale of Vehicles and Equipment

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

12. PW 2022-77 Meeting Schedule for 2023

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

13. PW 2022-78 Resolution Approving a Proposal from Gjovik Ford, Inc. to the United City
of Yorkville, Illinois and Kendall County for Vehicle Maintenance

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

ADDITIONAL BUSINESS:



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

Agenda Item Number

Minutes

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Public Works Committee – July 19, 2022

Meeting and Date: Public Works Committee – October 18, 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:

Have a question or comment about this agenda item?

Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at <http://www.yorkville.il.us/320/City-Council>

**UNITED CITY OF YORKVILLE
PUBLIC WORKS COMMITTEE
Tuesday, July 19, 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, via Zoom
Alderman Ken Koch, in-person
Alderman Joe Plocher, in-person
Alderman Jason Peterson, via Zoom

Other City Officials

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

Other Guests: None

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

Citizen Comments: None

Previous Meeting Minutes: June 21, 2022

The minutes were approved as presented.

New Business:

1. PW 2022-55 Capital Improvement Projects Update

Mr. Sanderson said D Construction has not completed a project from last year due to product issues for road rejuvenator. It should be done within 30 days and notices will be sent to the area residents. The Beaver St. generator project should start later this week and he noted there was a delay in shipment. The well rehab is finished, however, there is difficulty in disinfecting the well and staff is trying to identify the type of bacteria. They will do additional disinfection or present the issue to the IEPA. An ongoing strike continues to delay the Road to Better Roads projects. E. Main St. does not use MFT funds, so a different mix can be used and the project started back up again this week. The Kennedy/Mill work will be able to move forward as well. The north elevated tank was scheduled to be repainted in August, however, due to a coating shortage, that work will be delayed until spring. Mr. Sanderson also said the Corneils road interceptor is tied in with the Bright Farms which is moving forward and will be bid out in the fall. Bright Farms would like a sewer connection by February/March. Discussions and negotiations have begun with property owners for easement acquisitions.

2. PW 2022-56 Quarterly Bond and Letter of Credit Reduction Summary

Engineer Sanderson said there were a couple reductions in Kendall Marketplace. No further discussion.

3. PW 2022-57 2021 Sidewalk Improvements – Change Order No. 1 (Balancing)

This project is ending and when the contractor agrees on the quantity, a Change Order is issued. This Change Order decreases the amount by \$11,000 and Mr. Sanderson recommended approval. The Committee was OK with this and it moves to the consent agenda.

4. PW 2022-58 Kennedy Road and Freedom Place Intersection Improvements - Design Engineering Agreement

Director Dhuse said this is the contract with EEI for \$99,572 for design engineering. It is part of the Grande Reserve overall development and as it becomes developed, improvements will continue to be made. This moves to the regular Public Works agenda for City Council.

5. PW 2022-59 Baseline Road Improvements – Design Engineering Agreement

This is an engineering agreement for \$34,698 for work on Baseline Rd. which is in very poor condition. This will be a remove, replace and striping with no turn lanes and the city will work with IDOT on this project. This moves to the Council consent agenda.

6. PW 2022-60 Ordinance Amending Title 7, Public Ways and Property, of the City Code of the United City of Yorkville, Kendall County, Illinois (Citing Obstructions in the Roadway)

Mr. Dhuse said this item was discussed a couple months ago and addresses construction materials/obstructions left in the roadway. The current ordinance does not include this and language is needed for safety. Attorney Orr has been working on an ordinance and once approved, it will go into effect as soon as it is signed. Violations will be addressed by the Property Maintenance staff and would be an ordinance/adjudication matter. This moves to the regular Council agenda.

7. PW 2022-61 Plat of Vacation – Lincoln Prairie

Mr. Sanderson provided background and said this is an older development that was approved in the early 2000's. Roads were put in and there is a recorded plat. The original plan was to locate an asphalt plant on Eldamain Rd., north of Faxon across from Menards. It is a 230 acre parcel and now there is interest in developing this area with something different. The land owner and the developer wish to vacate the right-of-way within the parcel. A proposed development will come to the city in the next month or two and Mr. Sanderson said it makes sense to remove this encumbrance at this time. This will move to the regular Public Works agenda.

Old Business: None

Additional Business:

Alderman Koch asked about the striping and finish date for Ashley Road and Rt. 126. Schedules have been received from the developer and a letter was sent to them this week. Ashley was to have been striped on this date and other work is to be completed by mid-August. Mr. Sanderson will report to the committee again next month. He said the Stewarts are the developers and the project is about 2 years past the maintenance period. It is possible the bond could be pulled.

There was no further business and the meeting adjourned at 6:21pm.

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 2022-66

Agenda Item Summary Memo

Title: Water Reports for May – September 2022

Meeting and Date: Public Works Committee – October 18, 2022

Synopsis: Monthly water reports as required by IEPA

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



United City of Yorkville

WATER DEPARTMENT REPORT

May
2022
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1386	664	382	0
7	1527	1125	378	14,817,100
8	1384	840	540	25,793,000
9	1368	861	512	18,103,000
TOTAL PUMPED				58,713,100

CURRENT MONTH'S PUMPAGE IS 10,365,100 GALLONS **MORE THAN LAST MONTH**

3,967,600 GALLONS **LESS THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,893,971 GALLONS

DAILY MAXIMUM PUMPED: 2,609,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 88.45 GALLONS

WATER TREATMENT:

CHLORINE: 1362 LBS. FED CALCULATED CONCENTRATION: 2.91 MG/L
FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: 0.76 MG/L
POLYPHOSPHATE: 1219 LBS. FED CALCULATED CONCENTRATION: 0.91 MG/L

WATER QUALITY:

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

FLOURIDE: 3 SAMPLE(S) TAKEN CONCENTRATION: 0.76 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 17 NUMBER OF LEAKS OR BREAKS REPAIRED: 1

MXU'S: 9 BATTERIES REPLACED:

NEW CUSTOMERS:

RESIDENTIAL: 32 COMMERCIAL: 0 INDUSTRIAL/GOVERNMENTAL:

COMMENTS:



United City of Yorkville WATER DEPARTMENT REPORT

June
2022
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1394	795	400	0
7	1527	1125	347	22,469,000
8	1384	840	280	21,901,000
9	1368	861	345	23,319,000
TOTAL PUMPED				67,669,000

CURRENT MONTH'S PUMPAGE IS 8,975,900 GALLONS **MORE THAN LAST MONTH**

3,907,500 GALLONS **LESS THAN LAST YEAR**

DAILY AVERAGE PUMPED: 2,256,300 GALLONS

DAILY MAXIMUM PUMPED: 2,911,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 100.77 GALLONS

WATER TREATMENT:

CHLORINE: 1624 LBS. FED

CALCULATED CONCENTRATION: 3 MG/L

FLUORIDE: 0 LBS. FED

MEASURED CONCENTRATION: 0.78 MG/L

POLYPHOSPHATE: 1361 LBS. FED

CALCULATED CONCENTRATION: 0.88 MG/L

WATER QUALITY:

BACTERIOLOGICAL SAMPLES ANALYZED BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY:

25 SATISFACTORY

 UNSATISFACTORY (EXPLAIN)

FLOURIDE: 3 SAMPLE(S) TAKEN

CONCENTRATION: 0.76 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 14

NUMBER OF LEAKS OR BREAKS REPAIRED: 1

MXU'S: 9

BATTERIES REPLACED:

NEW CUSTOMERS:

RESIDENTIAL: 38

COMMERCIAL: 2

INDUSTRIAL/GOVERNMENTAL:

COMMENTS: *Previous months water levels above the pump reported actually reflected "Water Below Surface"*

All pumping are being recorded and shared w/ EEI to date showing static, dynamic pumping level and water below surface numbers



United City of Yorkville

WATER DEPARTMENT REPORT

July
2022
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1394	795	400	0
7	1527	1125	347	31,023,000
8	1384	840	280	18,238,000
9	1368	861	345	16,972,000
TOTAL PUMPED				66,233,000

CURRENT MONTH'S PUMPAGE IS 1,456,000 GALLONS **LESS THAN LAST MONTH**

2,651,000 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 2,136,548 GALLONS

DAILY MAXIMUM PUMPED: 2,824,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 95.65 GALLONS

WATER TREATMENT:

CHLORINE: 1606 LBS. FED CALCULATED CONCENTRATION: 3.02 MG/L
FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: 0.78 MG/L
POLYPHOSPHATE: 1367 LBS. FED CALCULATED CONCENTRATION: 0.90 MG/L

WATER QUALITY:

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

FLOURIDE: 3 SAMPLE(S) TAKEN CONCENTRATION: 0.78 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 15 NUMBER OF LEAKS OR BREAKS REPAIRED: 0

MXU'S: 39 BATTERIES REPLACED:

NEW CUSTOMERS:

RESIDENTIAL: 30 COMMERCIAL: 1 INDUSTRIAL/GOVERNMENTAL:

COMMENTS:



United City of Yorkville

WATER DEPARTMENT REPORT

August
2022
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1394	795	372	4,451,000
7	1527	1125	350	23,701,700
8	1384	840	270	18,518,000
9	1368	861	332	15,542,000
TOTAL PUMPED				62,212,700

CURRENT MONTH'S PUMPAGE IS 4,020,300 GALLONS **LESS THAN LAST MONTH**

2,480,300 GALLONS **LESS THAN LAST YEAR**

DAILY AVERAGE PUMPED: 2,006,861 GALLONS

DAILY MAXIMUM PUMPED: 2,901,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 89.92 GALLONS

WATER TREATMENT:

CHLORINE: 1505 LBS. FED CALCULATED CONCENTRATION: 3.01 MG/L
FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: 0.78 MG/L
POLYPHOSPHATE: 1307 LBS. FED CALCULATED CONCENTRATION: 0.92 MG/L

WATER QUALITY:

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

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

MAINTENANCE:

NUMBER OF METERS REPLACED: 18 NUMBER OF LEAKS OR BREAKS REPAIRED: 0

MXU'S: 21 BATTERIES REPLACED: _____

NEW CUSTOMERS:

RESIDENTIAL: 20 COMMERCIAL: 1 INDUSTRIAL/GOVERNMENTAL: _____

COMMENTS:



United City of Yorkville

WATER DEPARTMENT REPORT

September
2022
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1394	795	375	16,765,000
7	1527	1125	351	14,844,000
8	1384	840	269	16,572,000
9	1368	861	335	13,804,000
TOTAL PUMPED				61,985,000

CURRENT MONTH'S PUMPAGE IS 22,700 GALLONS **LESS THAN LAST MONTH**

5,537,200 GALLONS **LESS THAN LAST YEAR**

DAILY AVERAGE PUMPED: 2,066,167 GALLONS

DAILY MAXIMUM PUMPED: 2,647,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 92.91 GALLONS

WATER TREATMENT:

CHLORINE: 1512 LBS. FED CALCULATED CONCENTRATION: 3.03 MG/L

FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: 0.74 MG/L

POLYPHOSPHATE: 1437 LBS. FED CALCULATED CONCENTRATION: 1.01 MG/L

WATER QUALITY:

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

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

MAINTENANCE:

NUMBER OF METERS REPLACED: 39 NUMBER OF LEAKS OR BREAKS REPAIRED: 1

MXU'S: 4 BATTERIES REPLACED:

NEW CUSTOMERS:

RESIDENTIAL: 29 COMMERCIAL: 2 INDUSTRIAL/GOVERNMENTAL:

COMMENTS:



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 2022-67

Agenda Item Summary Memo

Title: Capital Project Update

Meeting and Date: Public Works Committee – October 18, 2022

Synopsis: Status Update

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: None

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

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

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

Construction Projects

Mill Road Reconstruction

The contractor is working on completing the final punchlist items.

Elizabeth and Appletree Court Water Main Improvements

The work is complete. We are working on closing out the project.

2021 Sidewalk Replacement

The work is complete. We are working on closing out the project.

Fox Hill Improvements (Rebuild Illinois)

The work is complete. We are working on closing out the project.

Beaver Street BPS Generator

Work is substantially complete. The contractor is working on punchlist items.

Well No. 4 Rehabilitation

Work is substantially complete. The contractor is working on punchlist items.

2022 RTBR Program

Work is substantially complete. The contractor is working on punchlist items.

E. Main Street Improvements

Work is substantially complete. The contractor is working on punchlist items.

Kennedy and Mill Road Intersection Improvements

The widening work is complete on the east side. Work on the west side is to begin soon. It is expected that all work will be complete by the end of the month.

North Central EWST Rehabilitation

Work will begin in the spring and be completed by June 1st.

Bristol Ridge Road LAFO

The final surface course has been placed. It is anticipated that most of the remaining work items will be complete by October 17th.

Planning/Design Projects

2022 Sanitary Sewer Lining Improvements

The bid letting was held on October 6th. Construction is scheduled to commence in November.

Corneils Road Interceptor

The bid letting is scheduled for October 11th.

2023 Water Main Replacement Program

Design engineering has commenced. We are anticipating a January letting.

Baseline Road Improvements

Design engineering has commenced. We are anticipating a February letting.

Kennedy / Freedom Place Intersection Improvements

Design engineering has commenced. We are anticipating a March/April letting.

Lead Service Line Inventory

A public open house was held on September 22nd. The inventory is underway and as of October 7th, nearly 25% of the targeted area has responded.



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

Agenda Item Number

New Business #3

Tracking Number

PW 2022-68

Agenda Item Summary Memo

Title: Bond/LOC Reduction Summary – September 30, 2022

Meeting and Date: Public Works Committee – October 18, 2022

Synopsis: Informational

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: _____

Council Action Requested: Informational

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: October 6, 2022
Subject: 2022 Bond/LOC Reduction Summary – To Date

Please see the attached reduction summary through September 30, 2022. If you have any questions, please let me know.

2022 Bond and Letter of Credit Reduction Report

Date	Development/Project	Engineer Concurrence	City Administrator Concurrence	Mayor Concurrence	Reduction	Final Release	Reduction Value	Remaining Balance
2/3/2022	Grande Reserve - Unit 12	X	X		X		\$ 76,124.00	\$ 60,400.00
2/3/2022	Grande Reserve - Unit 15	X	X		X		\$ 121,413.00	\$ 142,800.00
2/3/2022	Grande Reserve - Unit 22	X	X		X		\$ 38,434.00	\$ 117,200.00
2/14/2022	Heartland Meadows	X	X		X		\$ 71,688.10	\$ 255,065.90
2/22/2022	Grande Reserve - Unit 13	X	X		X		\$ 123,062.00	\$ 87,600.00
2/22/2022	Grande Reserve - Unit 14	X	X		X		\$ 176,242.00	\$ 125,600.00
6/15/2022	Kendall Marketplace - Lot 52 (Phase 2 & 3)	X	X		X		\$ 432,935.00	\$ 152,351.20
6/16/2022	Kendall Marketplace - Lot 52 (Phase 1)	X	X		X		\$ 34,522.50	\$ 129,375.50
9/26/2022	Grande Reserve - Unit 27	X	X		X		\$ 982,531.08	\$ 1,999,488.92



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

Agenda Item Number

New Business #4

Tracking Number

PW 2022-69

Agenda Item Summary Memo

Title: Corneils Road Interceptor Sewer

Meeting and Date: Public Works Committee – October 18, 2022

Synopsis: Recommendation to Award

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Contract Award

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: October 13, 2022
Subject: Corneils Road Interceptor Sewer

Bids were received, opened, and tabulated for work to be done on the Corneils Road Interceptor Sewer at 11:00 a.m., October 11, 2022. Representatives of contractors bidding the project and our firm were in attendance. A tabulation of the bids and the engineer's estimate is attached for your information and record.

Per Ordinance 2022-18, the funding of the project is a combination of YBSD (30" Sewer) and BrightFarms.

We recommend the acceptance of the Bid and approval of award be made to the low bidder, Fischer Excavating, Inc., 1567 N. Heine Road, Freeport, IL 61032 in the total amount of **\$3,140,637.45**, contingent upon the receipt of the funds from YBSD and BrightFarms and the final acquisition of the easements.

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



BID TABULATION
CORNELIUS ROAD INTERCEPTOR SEWER
UNITED CITY OF YORKVILLE

		BID TABULATION BIDS RECD 10/11/2022		Fischer Excavating, Inc. 1567 N Heine Rd Freeport, IL-61032		Martam Construction, Inc. 1200 Gasket Drive Elgin, IL-60120		D. Construction, Inc. 1488 S. Broadway Coal City, IL-60416		Performance Const. - & Eng. 217 W. John Street Plano, IL-60545		H. Linden & Sons Sewer and Water, Inc. 722 E. South St., Unit D Plano, IL-60545		Copenhaver Construction, Inc. 75 Koppie Dr Giberts, IL-60136		Trine Construction Corp. 1041 Trine Court St. Charles, IL-60174		Berger Excavating Contractors, Inc. 1205 Garland Road Wauconda, IL-60084		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TREE REMOVAL, ACRES	ACRE	0.25	\$ 35,000.00	\$ 8,750.00	\$ 41,000.00	\$ 10,250.00	\$ 20,000.00	\$ 5,000.00	\$ 30,000.00	\$ 7,500.00	\$ 10,000.00	\$ 2,500.00	\$ 10,000.00	\$ 2,500.00	\$ 34,500.00	\$ 8,625.00	\$ 30,000.00	\$ 7,500.00	\$ 20,000.00	\$ 5,000.00
2	FOUNDATION MATERIAL	CU YD	100	\$ 95.00	\$ 9,500.00	\$ 78.00	\$ 7,800.00	\$ 75.00	\$ 7,500.00	\$ 60.00	\$ 6,000.00	\$ 340.00	\$ 34,000.00	\$ 40.00	\$ 4,000.00	\$ 89.20	\$ 8,920.00	\$ 115.00	\$ 11,500.00	\$ 40.00	\$ 4,000.00
3	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	CU YD	50	\$ 99.00	\$ 4,950.00	\$ 126.00	\$ 6,300.00	\$ 100.00	\$ 5,000.00	\$ 45.00	\$ 2,250.00	\$ 40.00	\$ 2,000.00	\$ 40.00	\$ 2,000.00	\$ 100.00	\$ 5,000.00	\$ 135.00	\$ 6,750.00	\$ 50.00	\$ 2,500.00
4	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	CU YD	50	\$ 37.00	\$ 1,850.00	\$ 68.00	\$ 3,400.00	\$ 75.00	\$ 3,750.00	\$ 45.00	\$ 2,250.00	\$ 40.00	\$ 2,000.00	\$ 40.00	\$ 2,000.00	\$ 150.00	\$ 7,500.00	\$ 75.00	\$ 3,750.00	\$ 50.00	\$ 2,500.00
5	SELECTED GRANULAR BACKFILL	CU YD	325	\$ 47.00	\$ 15,275.00	\$ 55.00	\$ 17,875.00	\$ 50.00	\$ 16,250.00	\$ 60.00	\$ 19,500.00	\$ 42.00	\$ 13,650.00	\$ 60.00	\$ 19,500.00	\$ 79.20	\$ 25,740.00	\$ 115.00	\$ 37,375.00	\$ 45.00	\$ 14,625.00
6	RESTORATION	LSUM	1	\$ 18,000.00	\$ 18,000.00	\$ 190,000.00	\$ 190,000.00	\$ 275,000.00	\$ 275,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00	\$ 250,000.00	\$ 250,000.00	\$ 160,847.85	\$ 160,847.85	\$ 545,000.00	\$ 545,000.00	\$ 225,000.00	\$ 225,000.00
7	EXPLORATORY EXCAVATION	EACH	3	\$ 872.00	\$ 2,616.00	\$ 780.00	\$ 2,340.00	\$ 3,500.00	\$ 10,500.00	\$ 775.00	\$ 2,325.00	\$ 450.00	\$ 1,350.00	\$ 800.00	\$ 2,400.00	\$ 1,500.00	\$ 4,500.00	\$ 1,200.00	\$ 3,600.00	\$ 5,000.00	\$ 15,000.00
8	PERIMETER EROSION BARRIER	FOOT	14,725	\$ 2.90	\$ 42,702.50	\$ 3.50	\$ 51,537.50	\$ 2.20	\$ 32,395.00	\$ 3.00	\$ 44,175.00	\$ 3.00	\$ 44,175.00	\$ 2.40	\$ 35,340.00	\$ 2.90	\$ 42,702.50	\$ 4.00	\$ 58,900.00	\$ 3.00	\$ 44,175.00
9	INLET AND PIPE PROTECTION	EACH	5	\$ 370.00	\$ 1,850.00	\$ 280.00	\$ 1,400.00	\$ 165.00	\$ 825.00	\$ 250.00	\$ 1,250.00	\$ 140.00	\$ 700.00	\$ 100.00	\$ 500.00	\$ 181.25	\$ 906.25	\$ 430.00	\$ 2,150.00	\$ 500.00	\$ 2,500.00
10	FULL DEPTH PAVEMENT PATCHING	SQ YD	245	\$ 140.00	\$ 34,300.00	\$ 133.00	\$ 32,585.00	\$ 97.00	\$ 23,765.00	\$ 125.00	\$ 30,625.00	\$ 70.00	\$ 17,150.00	\$ 92.00	\$ 22,540.00	\$ 146.05	\$ 35,782.25	\$ 135.00	\$ 33,075.00	\$ 50.00	\$ 12,250.00
11	HMA PAVEMENT PATCH, 4-INCH	SQ YD	150	\$ 118.00	\$ 17,700.00	\$ 81.00	\$ 12,150.00	\$ 45.00	\$ 6,750.00	\$ 60.00	\$ 9,000.00	\$ 60.00	\$ 9,000.00	\$ 99.00	\$ 14,850.00	\$ 103.00	\$ 15,450.00	\$ 75.00	\$ 11,250.00	\$ 40.00	\$ 6,000.00
12	REMOVE AND REERECT STEEL PLATE BEAM GUARDRAIL	FOOT	15	\$ 95.00	\$ 1,425.00	\$ 88.00	\$ 1,320.00	\$ 200.00	\$ 3,000.00	\$ 100.00	\$ 1,500.00	\$ 300.00	\$ 4,500.00	\$ 160.00	\$ 2,400.00	\$ 109.25	\$ 1,638.75	\$ 415.00	\$ 6,225.00	\$ 100.00	\$ 1,500.00
13	TRAFFIC BARRIER TERMINAL, TYPE 2	EACH	1	\$ 4,465.00	\$ 4,465.00	\$ 6,400.00	\$ 6,400.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00	\$ 7,000.00	\$ 7,000.00	\$ 5,175.00	\$ 5,175.00	\$ 7,365.00	\$ 7,365.00	\$ 5,000.00	\$ 5,000.00
14	AGGREGATE DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	2,200	\$ 14.00	\$ 30,800.00	\$ 28.00	\$ 61,600.00	\$ 10.00	\$ 22,000.00	\$ 6.00	\$ 13,200.00	\$ 10.00	\$ 22,000.00	\$ 5.00	\$ 11,000.00	\$ 13.80	\$ 30,360.00	\$ 21.50	\$ 47,300.00	\$ 25.00	\$ 55,000.00
15	SANITARY SEWER, PVC C900, DR-18, 12-INCH	FOOT	828	\$ 150.00	\$ 124,200.00	\$ 159.00	\$ 131,652.00	\$ 257.00	\$ 212,796.00	\$ 265.00	\$ 219,420.00	\$ 221.00	\$ 182,988.00	\$ 391.00	\$ 323,748.00	\$ 226.35	\$ 187,417.80	\$ 215.00	\$ 178,020.00	\$ 185.00	\$ 153,180.00
16	SANITARY SEWER, PVC C900, DR-18, 16-INCH	FOOT	6,589	\$ 240.00	\$ 1,581,360.00	\$ 222.00	\$ 1,462,758.00	\$ 259.00	\$ 1,706,551.00	\$ 316.00	\$ 2,082,124.00	\$ 350.00	\$ 2,306,150.00	\$ 362.00	\$ 2,385,218.00	\$ 450.60	\$ 2,969,003.40	\$ 320.00	\$ 2,108,480.00	\$ 250.00	\$ 1,647,250.00
17	SANITARY SEWER, PVC C900, DR-21, 30-INCH	FOOT	1,190	\$ 687.00	\$ 817,530.00	\$ 474.00	\$ 564,060.00	\$ 402.00	\$ 478,380.00	\$ 523.00	\$ 622,370.00	\$ 685.00	\$ 815,150.00	\$ 501.00	\$ 596,190.00	\$ 821.00	\$ 976,990.00	\$ 590.00	\$ 702,100.00	\$ 325.00	\$ 386,750.00
18	TYPE A SANITARY MANHOLE, 5' DIA., TYPE 1 FRAME AND CLOSED LID	EACH	25	\$ 7,735.00	\$ 193,375.00	\$ 9,620.00	\$ 240,500.00	\$ 13,100.00	\$ 327,500.00	\$ 8,500.00	\$ 212,500.00	\$ 13,000.00	\$ 325,000.00	\$ 17,300.00	\$ 432,500.00	\$ 18,825.00	\$ 470,625.00	\$ 26,000.00	\$ 650,000.00	\$ 8,500.00	\$ 212,500.00
19	ADDITIONAL DEPTH OF MANHOLE	FOOT	176	\$ 597.00	\$ 105,072.00	\$ 480.00	\$ 84,480.00	\$ 0.01	\$ 1.76	\$ 80.00	\$ 14,080.00	\$ 200.00	\$ 35,200.00	\$ 20.00	\$ 3,520.00	\$ 281.75	\$ 49,588.00	\$ 215.00	\$ 37,840.00	\$ 100.00	\$ 17,600.00
20	PRESSURE TESTING SANITARY SEWER	FOOT	8,607	\$ 1.00	\$ 8,607.00	\$ 6.00	\$ 51,642.00	\$ 2.63	\$ 22,636.41	\$ 2.00	\$ 17,214.00	\$ 3.00	\$ 25,821.00	\$ 3.00	\$ 25,821.00	\$ 0.60	\$ 5,164.20	\$ 2.55	\$ 21,947.85	\$ 3.00	\$ 25,821.00
21	DEFLECTION TESTING SANITARY SEWER	FOOT	8,607	\$ 0.85	\$ 7,315.95	\$ 4.00	\$ 34,428.00	\$ 3.62	\$ 31,157.34	\$ 2.00	\$ 17,214.00	\$ 5.00	\$ 43,035.00	\$ 3.00	\$ 25,821.00	\$ 1.15	\$ 9,898.05	\$ 2.40	\$ 20,656.80	\$ 3.00	\$ 25,821.00
22	SANITARY MANHOLE VACUUM TESTING	EACH	25	\$ 112.00	\$ 2,800.00	\$ 650.00	\$ 16,250.00	\$ 561.26	\$ 14,031.50	\$ 250.00	\$ 6,250.00	\$ 500.00	\$ 12,500.00	\$ 1,200.00	\$ 30,000.00	\$ 402.50	\$ 10,062.50	\$ 725.00	\$ 18,125.00	\$ 500.00	\$ 12,500.00
23	TELEVISIONING SANITARY SEWER	FOOT	8,598	\$ 2.00	\$ 17,196.00	\$ 2.40	\$ 20,635.20	\$ 5.94	\$ 51,072.12	\$ 2.00	\$ 17,196.00	\$ 3.00	\$ 25,794.00	\$ 3.50	\$ 30,093.00	\$ 2.90	\$ 24,934.20	\$ 5.25	\$ 45,139.50	\$ 3.50	\$ 30,093.00
24	CONNECTION TO EXISTING SANITARY MANHOLE	EACH	1	\$ 3,050.00	\$ 3,050.00	\$ 5,620.00	\$ 5,620.00	\$ 2,500.00	\$ 2,500.00	\$ 15,000.00	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00	\$ 14,000.00	\$ 14,000.00	\$ 9,437.50	\$ 9,437.50	\$ 15,000.00	\$ 15,000.00	\$ 2,500.00	\$ 2,500.00
25	DRAIN TILE REPAIR	FOOT	100	\$ 171.00	\$ 17,100.00	\$ 56.00	\$ 5,600.00	\$ 50.00	\$ 5,000.00	\$ 40.00	\$ 4,000.00	\$ 95.00	\$ 9,500.00	\$ 100.00	\$ 10,000.00	\$ 113.80	\$ 11,380.00	\$ 220.00	\$ 22,000.00	\$ 50.00	\$ 5,000.00
26	PIPE CULVERT REMOVAL AND REPLACEMENT, 12"	FOOT	30	\$ 94.00	\$ 2,820.00	\$ 88.00	\$ 2,640.00	\$ 100.00	\$ 3,000.00	\$ 60.00	\$ 1,800.00	\$ 75.00	\$ 2,250.00	\$ 100.00	\$ 3,000.00	\$ 127.00	\$ 3,810.00	\$ 188.00	\$ 5,640.00	\$ 50.00	\$ 1,500.00
27	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$ 9,403.00	\$ 9,403.00	\$ 85,000.00	\$ 85,000.00	\$ 80,000.00	\$ 80,000.00	\$ 197,000.00	\$ 197,000.00	\$ 300,000.00	\$ 300,000.00	\$ 349,000.00	\$ 349,000.00	\$ 28,870.75	\$ 28,870.75	\$ 1,310,000.00	\$ 1,310,000.00	\$ 25,000.00	\$ 25,000.00
28	STABILIZED CONSTRUCTION ENTRANCE	EACH	5	\$ 1,325.00	\$ 6,625.00	\$ 3,350.00	\$ 16,750.00	\$ 2,500.00	\$ 12,500.00	\$ 3,500.00	\$ 17,500.00	\$ 2,500.00	\$ 12,500.00	\$ 3,900.00	\$ 19,500.00	\$ 11,278.50	\$ 56,392.50	\$ 6,000.00	\$ 30,000.00	\$ 2,000.00	\$ 10,000.00
29	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	50,000	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.00	\$ 50,000.00
BASE BID TOTAL (ITEMS 1-50)					\$ 3,140,637.45		\$ 3,176,972.70		\$ 3,409,861.13		\$ 3,678,243.00		\$ 4,371,913.00		\$ 4,674,441.00		\$ 5,216,721.99		\$ 5,996,689.15		\$ 3,000,565.00
ABOVE/BELOW ENGINEERS ESTIMATE					4.67%		5.88%		13.64%		22.59%		45.70%		55.79%		73.86%		99.85%		-

CORRECTED NUMBERS FROM BID



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

Agenda Item Number

New Business #5

Tracking Number

PW 2022-70

Agenda Item Summary Memo

Title: Corneils Road Interceptor Sewer – Construction Engineering Agreement

Meeting and Date: Public Works Committee – October 18, 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 Olsen Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: October 13, 2022
Subject: Corneils Rd sanitary sewer – construction engineering

Summary

Consideration of a construction engineering agreement with EEI for the Corneils Rd sanitary sewer extension project, related to the Bright Farms development.

Background

This item was last discussed by the City Council in May 2022, when the City Council approved a development agreement with Bright Farms to control development of their property and outline financial contributions for the various infrastructure components being completed around the development. Within that agreement, Bright Farms has agreed to pay for the cost of engineering agreements and recover those costs via recapture agreements at a later date. The next step in the infrastructure extension project to the Bright Farms site is the consideration of a construction engineering agreement. Accordingly, EEI has submitted a proposed construction engineering agreement.

This contract is included within the Bright Farms development agreement, and the costs of the agreement will be covered by Bright Farms as part of their obligations within the development agreement. The attached engineering agreement contains a \$256,813 estimated fee, based on hourly rates for EEI employees as authorized by the City Council.

Recommendation

Staff recommends approval of the construction engineering agreement with EEI for the Corneils Rd sanitary sewer extension projection.

**Corneils Road Interceptor Sewer
United City of Yorkville
Professional Services Agreement – Construction Engineering**

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

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment B. Construction engineering will be provided for approximately 8,600 linear feet of 12-inch, 16-inch, and 30-inch sanitary sewer interceptor (see Attachment E for project limits). Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$256,813. The hourly rates for this project are shown in the attached 2022 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

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

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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

*Corneils Road Interceptor Sewer
United City of Yorkville
Professional Services Agreement
Construction Engineering*

the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

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

L. Notices:

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

For the City:

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

For the ENGINEER:

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

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

Agreed to this ____day of _____, 2022.

United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

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

Jori Behland
City Clerk

Angie Smith
Executive Assistant

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Attachment B – Scope of Services
Corneils Road Interceptor Sewer
United City of Yorkville**

The United City of Yorkville intends to install approximately 8,600 linear feet of 12-inch, 16-inch, and 30-inch sanitary sewer interceptor (see Attachment E for project limits).

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

3.1 Construction Administration

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

3.2 Construction Layout and Record Drawings

- Stake Proposed Sanitary Sewer, Easements, and Silt Fence
- Perform Post Construction Field Survey for Record Drawings
- Prepare and Review Record Drawings

3.3 Construction Observation and Documentation

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

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

- Rubino Engineering – Geotechnical Testing for Quality Assurance

The above scope for "Corneils Road Interceptor Sewer" 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		PREPARED BY
Corneils Road Interceptor Sewer		KDW

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPE 2	SPT 2	SPM	SPT 2	ST	CM	ADMIN		HOURS	COST
		RATE	\$228	\$194	\$183	\$159	\$216	\$159	\$129	\$159	\$70			
PROJECT ADMINISTRATION														
3.1	Contract Administration		24	47	2	23	1	-	-	-	-		97	\$ 18,829
3.2	Construction Layout and Record Drawings		-	1	6	6	9	99	63	5	-		189	\$ 28,853
3.3	Observation and Documentation		2	53	179	974	-	-	-	-	-		1,208	\$ 198,361
Insert Task Subtotal:			26	101	187	1,003	10	99	63	5	-	-	1,494	\$ 246,043
PROJECT TOTAL:			26	101	187	1,003	10	99	63	5	-	-	1,494	246,043

DIRECT EXPENSES

Vehicle Charges =	\$	8,450
Printing =	\$	320
Material Testing =	\$	2,000
DIRECT EXPENSES =	\$	10,770

LABOR SUMMARY

EEI Labor Expenses =	\$	246,043
TOTAL LABOR EXPENSES	\$	246,043

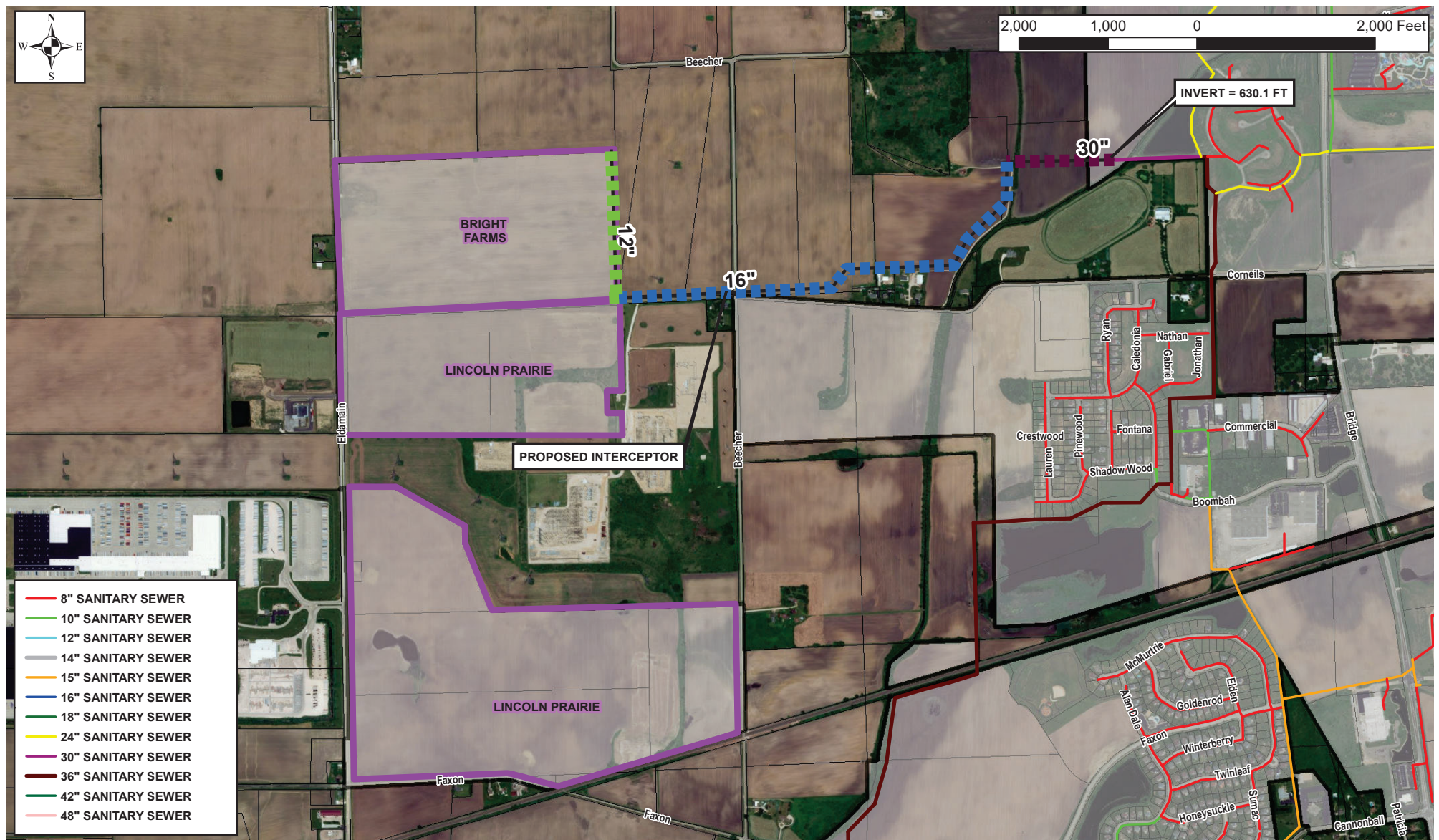
TOTAL COSTS	\$	256,813
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ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT				PROJECT NUMBER					
United City of Yorkville				YO2153-P					
PROJECT TITLE				DATE		PREPARED BY			
Corneils Road Interceptor Sewer				10/11/22		KDW			
TASK NO.	TASK DESCRIPTION								
		2022		2023					
		NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
PROJECT ADMINISTRATION									
3.1	Contract Administration								
3.2	Construction Layout and Record Drawings								
3.3	Observation and Documentation - Sanitary Sewer								
3.3	Observation and Documentation - Restoration								





- 8" SANITARY SEWER
- 10" SANITARY SEWER
- 12" SANITARY SEWER
- 14" SANITARY SEWER
- 15" SANITARY SEWER
- 16" SANITARY SEWER
- 18" SANITARY SEWER
- 24" SANITARY SEWER
- 30" SANITARY SEWER
- 36" SANITARY SEWER
- 42" SANITARY SEWER
- 48" SANITARY SEWER



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
(830) 466-9700 / www.eeinc.com

United City of Yorkville
800 Game Farm Road
Yorkville, IL 60550
(830) 553-4350
<http://www.yorkville.il.us>

NO.	DATE	REVISIONS	

DATE:	NOVEMBER 2021
PROJECT NO.:	Y02116
PATH:	H:\GIS\PUBLIC\YORKVILLE\2021\
FILE:	202116 Yorkville - State Sanitary District Sanitary Sewer Improvements.dwg or 16-002.dwg

POTENTIAL ELDAMAIN
CORRIDOR DEVELOPMENT
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

PROPOSED SANITARY SEWER
IMPROVEMENTS

*Standard Schedule of Charges**January 1, 2022*

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

VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

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



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

Agenda Item Number

New Business #6

Tracking Number

PW 2022-71

Agenda Item Summary Memo

Title: Williams Group – Riverfront Walk & Art Easements

Meeting and Date: Public Works Committee – October 18, 2022

Synopsis: Discussion regarding acquisition of a riverfront walk and art easements on the
Property located at 101 S. Bridge Street.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Vote

Submitted by: Krysti J. Barksdale-Noble, AICP

Community Development

Name

Department

Agenda Item Notes:

See attached memo.



Memorandum

To: Public Works Committee
From: Krysti Barksdale-Noble, AICP
CC: Bart Olson, City Administrator
Tim Evans, Parks and Recreation Director
Brad Sanderson, EEI, City Engineer
Date: October 5, 2022
Subject: Williams Group – Riverfront & Art Easement
101 S. Bridge Street

Summary

City staff is recommending approval of the attached easements on the property owned by the Williams Group at 101 S. Bridge Street, for a future riverfront walk and art installation. The riverfront walk would span the length of the Fox River between IL Route 47/Bridge Street bridge and the city owned parcel located at 201 W. Hydraulic. The riverfront walk would include a trail/sidewalk, greenspace, lighting, and potentially outdoor seating (benches, tables with umbrellas, and chairs). The art easement will be located near the corner of W. Hydraulic Avenue and Bridge Street. This installation will serve as a placemaking element within the downtown and help to define the historic commercial core visually better between Van Emmon Street and Hydraulic Ave. The acquisition of both easements will forward the goals of previously approved City plans.

Project Proposal

As mentioned, the City has approved various plans which contemplates these easements on the property for the development of a riverfront walk as a westward extension of the Riverfront Bicentennial Park, and the utilization of public art as a placemaking feature in the downtown. These include the Comprehensive Plan Update (2016), Downtown Overlay District – Streetscape Master Plan (2019) and the Downtown Art Plan (2020).

Riverfront Walk Easement

The Grant of Easement to the United City of Yorkville for the proposed riverwalk, prepared by Engineering Enterprises, Inc. dated July 5, 2022, depicts an approximately 11,984 square foot easement area meanders along the rear property profile approximately covering portions of the top of the riverbank across towards the northern edge of the Fox River. This easement area will be dedicated to the city for the future construction pedestrian and bike trail. The easement will allow the city to maintain, repair, and operate any improvements made within the easement area for the use and enjoyment of the general public.

Art Easement

The public art Grant of Easement to the United City of Yorkville prepared by Engineering Enterprises, Inc. dated May 16, 2022, depicts an approximately 38 square foot area. As proposed, the easement will be dedicated to the city for the installation, maintenance, and display of an art sculpture at the northwest corner of S. Bridge Street (IL Route 47) and Hydraulic Avenue.

Recommendation

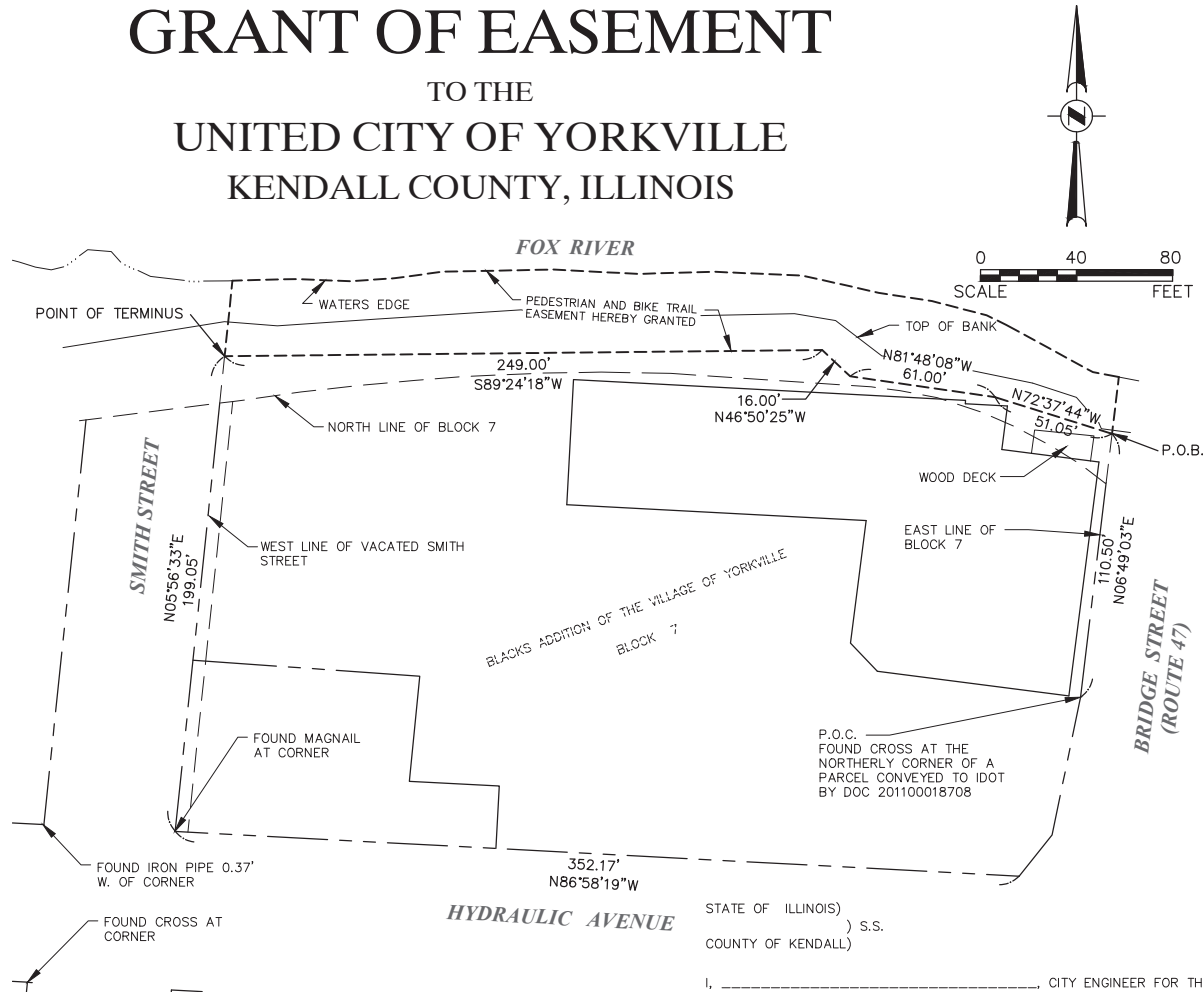
Staff recommends approval of the proposed easements, as prepared by Engineering Enterprises, Inc.



GRANT OF EASEMENT

TO THE UNITED CITY OF YORKVILLE KENDALL COUNTY, ILLINOIS

P.J.N 02-32-279-001
P.J.N 02-32-279-003
P.J.N 02-32-279-004
P.J.N 02-32-279-005
P.J.N 02-32-279-006



PEDESTRIAN AND BIKE TRAIL EASEMENT PROVISIONS

THE UNITED CITY OF YORKVILLE, ITS SUCCESSORS, LICENSEES AND ASSIGNS, ARE HEREBY GIVEN EASEMENT RIGHTS OVER THAT AREA LABELED PEDESTRIAN AND BIKE TRAIL EASEMENT, TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE, INSPECT, MAINTAIN AND OPERATE PEDESTRIAN AND BICYCLE TRAILS, PAVED OR UNPAVED, FOR THE USE AND ENJOYMENT OF THE GENERAL PUBLIC. THE ABOVE NAMED ENTITIES SHALL BE PERPETUALLY RESPONSIBLE FOR THE PROPER MAINTENANCE OF THE PEDESTRIAN AND BICYCLE TRAILS AND ARE HEREBY GRANTED THE RIGHT TO ENTER UPON EASEMENTS HEREIN DESCRIBED FOR THE USES HEREIN SET FORTH AND THE RIGHT TO CUT, TRIM, OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS WITHIN THE EASEMENT AREAS HEREIN GRANTED WHICH INTERFERE WITH THE CONSTRUCTION, INSTALLATION, RECONSTRUCTION, REPAIR, REMOVAL, REPLACEMENT, INSPECTION, MAINTENANCE AND OPERATION THEREOF.

STATE OF _____)
COUNTY OF _____) SS

THIS IS TO CERTIFY THAT _____, IS THE FEE SIMPLE OWNER OF THE PROPERTY DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE AND HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, AND PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES HEREIN SET FORTH AS ALLOWED AND PROVIDED FOR BY STATUTE, AND DOES HEREBY CONSENT TO THE EASEMENT DEPICTED HEREON AND THE EASEMENT PROVISIONS WHICH ARE STATED HEREON.

DATED AT _____, THIS _____ DAY OF _____, 2022.

BY: _____ PRESIDENT SECRETARY

STATE OF _____)
COUNTY OF _____) SS

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____

PERSONALLY KNOWN TO ME TO BE THE PRESIDENT AND SECRETARY OF AS SHOWN ABOVE, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT AS SUCH OFFICERS, THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AND CAUSED THE CORPORATE SEAL TO BE AFFIXED THERETO AS THEIR FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF KANE) SS

THIS IS TO CERTIFY THAT ENGINEERING ENTERPRISES, INC. HAS PREPARED THIS GRANT OF EASEMENT AS SHOWN BY THE ANNEXED PLAT WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY, FOR THE USES AND PURPOSES DESCRIBED HEREIN. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL AT SUGAR GROVE, ILLINOIS,

THIS DAY OF _____, 2022.

By PROFESSIONAL LAND SURVEYOR #3581
EXP 11/30/22

ENGINEERING ENTERPRISES INC.
PROFESSIONAL DESIGN FIRM # 184-002003
EXP 04/30/23



PEDESTRIAN AND BIKE TRAIL EASEMENT LEGAL DESCRIPTION

THAT PART OF BLOCK 7, BLACK'S ADDITION TO YORKVILLE AND ALSO THAT PART OF THE NORTHEAST 1/4 OF SECTION 32 AND PART OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE FOX RIVER, LYING NORTHERLY OF AND ADJACENT TO THE ABOVE DESCRIBED TRACT AND EASTERLY OF THE WESTERLY LINE OF SAID VACATED MAIN STREET EXTENDED NORTHERLY AND WESTERLY OF THE EASTERLY LINE OF SAID BLOCK 7, EXTENDED NORTHERLY DESCRIBED AS FOLLOWS: ALL THAT PART LYING SOUTH OF THE FOX RIVER, WEST OF THE EAST LINE OF SAID BLOCK 7 AND SAID EAST LINE EXTENDED NORTHERLY, EAST OF THE WEST LINE OF VACATED MAIN STREET EXTENDED NORTHERLY AND NORTH OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE NORTH CORNER OF A PARCEL OF LAND CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY DOCUMENT 201100018708; THENCE NORTH 06 DEGREES 49 MINUTES 03 SECONDS EAST ALONG THE EAST LINE OF SAID BLOCK 7 AND SAID LINE EXTENDED NORTHERLY, 110.50 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 72 DEGREES 37 MINUTES 44 SECONDS WEST, 51.05 FEET; THENCE NORTH 81 DEGREES 48 MINUTES 08 SECONDS WEST, 61.00 FEET; THENCE NORTH 46 DEGREES 50 MINUTES 25 SECONDS WEST, 16.00 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 18 SECONDS WEST, 249.00 FEET TO THE WEST LINE OF VACATED MAIN STREET EXTENDED NORTHERLY FOR THE POINT OF TERMINUS, ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

I, _____, CITY ENGINEER FOR THE UNITED CITY OF YORKVILLE, DO HEREBY CERTIFY THAT THIS DOCUMENT IS APPROVED.

DATED AT YORKVILLE, ILLINOIS THIS _____ DAY OF _____, 2022.

CITY ENGINEER

STATE OF ILLINOIS)
COUNTY OF KENDALL) S.S.

APPROVED AND ACCEPTED BY THE UNITED CITY OF YORKVILLE, ILLINOIS,

THIS _____ DAY OF _____, 2022.

BY: _____ MAYOR

ATTEST: _____ CITY CLERK



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

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

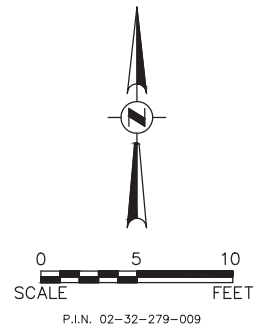
DATE: JULY 5, 2022
PROJECT NO. Y02232
FILE NO Y02232 PED EASE

PAGE 1 OF 1

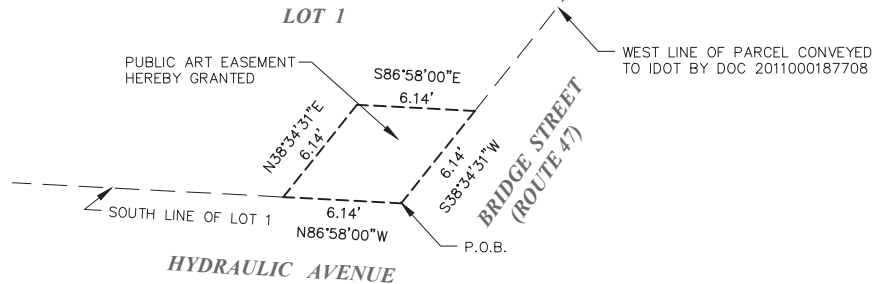
GRANT OF EASEMENT

TO THE UNITED CITY OF YORKVILLE KENDALL COUNTY, ILLINOIS

PART OF LOT 1 IN BLOCK 7 OF BLACKS ADDITION TO THE VILLAGE
OF YORKVILLE, KENDALL COUNTY, ILLINOIS



BLACKS ADDITION OF THE VILLAGE OF YORKVILLE
BLOCK 7



PUBLIC ART EASEMENT PROVISIONS

THE UNITED CITY OF YORKVILLE, ITS SUCCESSORS, LICENSEES AND ASSIGNS, ARE HEREBY GIVEN EASEMENT RIGHTS OVER ALL OF THE AREA DESCRIBED HEREON, TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE, INSPECT, MAINTAIN AND OPERATE AN ART EXHIBIT, FOR THE USE AND ENJOYMENT OF THE GENERAL PUBLIC. THE ABOVE NAMED ENTITIES SHALL BE PERPETUALLY RESPONSIBLE FOR THE PROPER MAINTENANCE OF THE EXHIBIT AND ARE HEREBY GRANTED THE RIGHT TO ENTER UPON EASEMENTS HEREIN DESCRIBED FOR THE USES HEREIN SET FORTH AND THE RIGHT TO CUT, TRIM, OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS WITHIN THE EASEMENT AREAS HEREIN GRANTED WHICH INTERFERE WITH THE CONSTRUCTION, INSTALLATION, RECONSTRUCTION, REPAIR, REMOVAL, REPLACEMENT, INSPECTION, MAINTENANCE AND OPERATION THEREOF.

PUBLIC ART EASEMENT PROVISIONS LEGAL DESCRIPTION

THAT PART OF LOT 1 IN BLOCK 7 OF BLACKS ADDITION TO THE CITY OF YORKVILLE DESCRIBED AS FOLLOWS: BEGINNING AT THE A PARCEL OF LAND CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY DOCUMENT 2011000187708; THENCE NORTH 86 DEGREES 58 MINUTES 00 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 1, 6.14 FEET; THENCE NORTH 38 DEGREES 34 MINUTES 31 SECONDS EAST, PARALLEL TO THE WEST LINE OF A PARCEL CONVEYED BY DOCUMENT 2011000187708, 6.14 FEET; THENCE SOUTH 86 DEGREES 58 MINUTES 00 SECONDS EAST, PARALLEL WITH SAID SOUTH LINE, 6.14 FEET TO THE WEST LINE OF SAID PARCEL; THENCE SOUTH 38 DEGREES 34 MINUTES 31 SECONDS WEST, ALONG SAID WEST LINE, 6.14 FEET TO THE POINT OF BEGINNING, ALL IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

STATE OF ILLINOIS)) S.S.
COUNTY OF KENDALL)

APPROVED AND ACCEPTED BY THE UNITED CITY OF YORKVILLE, ILLINOIS,
THIS _____ DAY OF _____, 2022.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

STATE OF ILLINOIS)) S.S.
COUNTY OF KENDALL)

I, _____, CITY ENGINEER FOR THE UNITED CITY OF YORKVILLE,
DO HEREBY CERTIFY THAT THIS DOCUMENT IS APPROVED.

DATED AT YORKVILLE, ILLINOIS THIS ____ DAY OF _____, 2022.

CITY ENGINEER

STATE OF ILLINOIS)) S.S.
COUNTY OF KANE)

THIS IS TO CERTIFY THAT ENGINEERING ENTERPRISES, INC. HAS PREPARED THIS GRANT OF EASEMENT AS SHOWN BY THE ANNEXED PLAT WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID PROPERTY, FOR THE USES AND PURPOSES DESCRIBED HEREIN. ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.

GIVEN UNDER MY HAND AND SEAL AT SUGAR GROVE, ILLINOIS,
THIS ____ DAY OF MAY, 2022.

By _____
PROFESSIONAL LAND SURVEYOR #3581
EXP 11/30/22
ENGINEERING ENTERPRISES INC.
PROFESSIONAL DESIGN FIRM # 184-002003
EXP 04/30/23



STATE OF _____)
COUNTY OF _____) SS

THIS IS TO CERTIFY THAT _____ IS THE FEE SIMPLE OWNER OF THE PROPERTY DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE AND HAS CAUSED THE SAME TO BE SURVEYED, SUBDIVIDED, AND PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES HEREIN SET FORTH AS ALLOWED AND PROVIDED FOR BY STATUTE, AND DOES HEREBY CONSENT TO THE EASEMENT DEPICTED HEREON AND THE EASEMENT PROVISIONS WHICH ARE STATED HEREON.

DATED AT _____, _____, THIS ____ DAY OF _____, 2022.

BY: _____
PRESIDENT SECRETARY

STATE OF _____)
COUNTY OF _____) SS

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY
AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____

PERSONALLY KNOWN TO ME TO BE THE PRESIDENT AND SECRETARY OF _____ AS SHOWN ABOVE, APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THAT AS SUCH OFFICERS, THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AND CAUSED THE CORPORATE SEAL TO BE AFFIXED THERETO AS THEIR FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____, 2022.

NOTARY PUBLIC



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

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

DATE: MAY 16, 2022
PROJECT NO. Y02232
FILE NO Y02232 EASE

PAGE 1 OF 1



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

Agenda Item Number

New Business #7

Tracking Number

PW 2022-72

Agenda Item Summary Memo

Title: Truck Price Increase 3

Meeting and Date: Public Works Committee – October 18, 2022

Synopsis: Proposed price increase #3 for single axle dump truck first approved in
March 2021

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Positive

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Rob Fredrickson, Finance Director
Date: September 27, 2022
Subject: Truck price increase 3

Summary

We have had a truck on order since March of 2021. The chassis manufacturer is increasing the price for the 3rd time since the initial order. If we want to keep our place in line for the truck, we must agree to the increase.

Background

This truck was originally approved on 3/23/21 by the city council as part of a package of vehicles proposed by Public Works. The cost of the chassis at that time was \$93,533.

Staff brought forward the first price increase in November and it was passed by the City Council on 11/23/21. This was a large price increase of \$18,127 that was due to material shortage and supply chain issues. This brought the price of the chassis to \$111,660.

PACCAR then stated on March 10, 2022 that there was another price increase of \$2640 per unit due to excessive price increases in microchip processors, and other materials, labor shortage, surcharges, and production inflation. This increase will bring the price of the chassis to \$114,300.

As of September 26, 2022, we were notified that the price was increasing yet again. With the extended warranty, doc fee, title, and plate fees the new price of the chassis will be \$128,445. This is an increase of \$14,145 from the previous price, and an overall increase of \$34,912 from the original purchase price in March of 2021.

JX truck center has asked the City to make its decision by October 25, 2022. This coincides with last city council meeting of the month.

We will not take delivery of this vehicle until the FY 24 budget; this will have no effect on our current budget. Staff will make sure to account for this increase when budgeting for next year.

Recommendation

Staff recommends approving the increase of \$14,145 for a purchase price of \$128,445 to JX Truck Center.



Peterbilt of Wisconsin, Inc. dba JX Truck Center

4260 Linden Road
Rockford IL 61109
(815) 874-3433

PURCHASE CONTRACT

Date: 09/26/2022
Quote #: DE-01116
Type: Cash
Salesperson: Connie Swenson
PO #:

Bill To: PROS-009352
United City of Yorkville
800 Game Farm Road
Yorkville IL 60560
P:(630) 553-4370

Ship To:
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

Stock#:	VIN:	2024 PETERBILT 548	Price:	\$126,306.00
		Extended Warranty		<u>\$1,676.00</u>
			Per Unit:	\$127,982.00

Total Price	\$127,982.00
Documentation Fee	\$300.00
Title Fee	\$155.00
Plate Fee	\$8.00
Total	<u>\$128,445.00</u>

Full payment for cab & chassis due at time of delivery from Peterbilt Motors
Will be upfitted with a Lindco supplied dump body and plow at additional cost
This Vehicle Purchase Order supersedes the previous dated, & approved 11/24/21

IMPORTANT BUYER INFORMATION

1. AS IS SALE. Any warranties from a Manufacturer or other supplier, including warranties on any Dealer-installed Non-Manufacturer accessories, are direct from such Manufacturer or supplier, not Dealers, and only such Manufacturer or other supplier will be liable for performance under those warranties. All goods, services and Vehicles sold by Dealer are sold "AS IS." SEE TERMS AND CONDITIONS SECTION 10 ON REVERSE SIDE.
2. TERMS AND CONDITIONS. The terms and conditions for this purchase and sale are attached.
3. NO ORAL AGREEMENTS. There are no oral agreements regarding the Vehicle(s). Employees, salespersons and managers are not authorized to make any oral representations, agreements or promises about the Vehicle that are not in writing. Any oral representation, agreement or promise not in writing is not a part of this Order and is not binding on Dealer.
4. NON-CANCELLABLE. This transaction is non-cancellable after the Dealer and Buyer sign this Order except as otherwise provided herein. I have read all terms printed on the front and back of this Order, and I understand and agree to them as part of this Order. I understand that the front and back of this Order, including the Terms and Conditions, comprise the entire agreement for this purchase, and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I also certify that there are no unwritten agreements or understandings and that no credit has been extended by Dealer nor arranged by Dealer for the cash down payment unless it appears in writing on the face of this Order. There are no blanks on this Order. I certify that I am at least 18 years old and acknowledge receipt of a copy of this Order. By signing below, I authorize outside parties to release financial information to the Dealer that includes, but is not limited to, information regarding lien amounts and details regarding the financing of the equipment listed on the face of this Order.
-

THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE MANAGER.

Purchaser's Signature

Date

Sales Representative

Manager

TERMS AND CONDITIONS OF SALE

The Order on the reverse side hereof includes, and is subject to, the following terms and conditions: 1. **DEFINITIONS AND RELATIONSHIP:** As used in this Order, the terms (a) "Dealer" means the dealership that owns or has a right to sell the Vehicle being sold; (b) "Buyer" means the party(ies) named on the reverse side as Buyer; (c) "Manufacturer" means the company that manufactured the Vehicle or chassis; and (d) "Vehicle(s)" shall mean the vehicle(s) being purchased by Buyer listed on the reverse side of this Order. Dealer is not the agent of Manufacturer. Dealer and Buyer are the only parties to this Order. Reference to Manufacturer is for the purpose of explaining generally the contractual relationships between Dealer and Manufacturer regarding new vehicles.

2. **PRICE CHANGES; MANUFACTURER, BODY-BUILDER OR UPFITTER FEES, COSTS OR SURCHARGES:** Manufacturer, and certain body-builders and upfitters, have reserved the right to change the price to Dealer of new vehicles and or to impose fees, costs or surcharges, without notice. In the event the price to Dealer of the Vehicle(s) is increased by Manufacturer, or a body-builder or upfitter, if applicable, prior to delivery of the Vehicle(s) ordered by Buyer, or Manufacturer, a body-builder or upfitter imposes fees, costs or surcharges, Dealer reserves the right to change the total delivered price of the Vehicle(s) to Buyer to pass thru such fees, costs or surcharges, accordingly, but without markup, overhead or profit to Dealer. Dealer will use reasonable efforts to promptly notify Buyer on receipt of notice of such increase, or imposition of fees costs or surcharges. Any such increase, or imposition of fees, costs or surcharges will not give rise to any right to cancel the Order, provided, however, that as a courtesy, and not as a matter of contractual obligation, Dealer may work with Buyer, and the applicable Manufacturer, bodybuilder or upfitter, regarding any available opportunity to cancel the Order.

3. **TRADE-IN REAPPRAISAL:** If a trade-in for the Vehicle(s) ordered by Buyer is not delivered to Dealer until delivery to Buyer of the ordered Vehicle(s), the trade-in will be reappraised at that time, and such reappraised value will determine the allowance made for the trade-in. If the reappraised value is lower than the original trade-in allowance shown on the front of this Order, Buyer may, if dissatisfied, cancel this Order, provided, however, that the right to cancel must be exercised prior to both the delivery to Buyer of the Vehicle(s) ordered and the surrender of the trade-in Vehicle to Dealer.

4. **EVIDENCE OF TITLE FOR TRADE-IN; REQUIREMENTS FOR TRADE:** Buyer agrees to deliver to Dealer evidence of unrestricted title to any trade-in as a part of the down payment for the Vehicle(s) ordered. Buyer warrants and represents any trade-in to be Buyer's property free and clear of all liens and encumbrances, except as expressly noted on the front of this Order. Buyer warrants and represents that the trade-in was not in a prior accident or has not incurred any frame damage nor is it a municipal, salvage, damaged, rebuilt or flood vehicle, nor has it been the subject of any "lemon" claim. The Buyer further warrants and represents that the odometer of the trade-in was not altered or tampered with prior to its transfer to the Dealer. Additionally, the buyer certifies that all emissions including, but not limited to, the diesel particulate filter, EGR valves, and EGR coolers function properly and will pass industry tests and inspections. When equipped, model year 2008 and newer trade-ins must have a fully functional particulate filter capable of regeneration at normal factory intervals.

5. **TRADE-IN ALLOWANCE.** The trade-in allowance shown on the reverse side may not represent the actual cash value of the Buyer's trade-in(s). Buyer acknowledges that such allowance may be an over allowance for said trade-in(s) in lieu of an additional discount on the purchase price of the Vehicle(s). In the event of any dispute between Buyer and Dealer as it may relate to any trade-in(s) or return of any trade-in or rescission of this Order, Dealer's only obligation as to the trade-in(s) shall be the actual amount received from the sale of the trade-in, less a selling commission of 15% and any expenses incurred in storing, insuring, conditioning or advertising the trade-in for sale, will be returned to Buyer.

6. **TRADE IN PAYOFF.** Dealer has relied on information from Buyer and/or the lien holder of Buyer's trade-in(s) to determine the "Est. Lien Payoff" shown. Buyer understands that the such payoff is only an estimate and may not be the actual amount owed. Buyer directs Dealer to pay off the lien on the trade-in as soon as practical after closing on this transaction. If the payoff balance on the trade-in is greater than the estimated payoff shown, Buyer agrees upon demand to promptly pay the difference to Dealer. If the payoff balance is less than the estimated payoff shown, Dealer shall promptly pay the difference, in Dealer's sole discretion, to either Buyer's lender or Buyer. Buyer acknowledges and agrees that as of the date of this Order that Buyer is or will be transferring title to and ownership of the trade-in(s) to Dealer but that Buyer, and not Dealer, will remain responsible for amounts due to Buyer's lender or lien holder for the trade-in(s) until paid in full, which may be after the date of this Order. Buyer will indemnify and hold Dealer, and any of its shareholders, directors, officers, members, managers, employees, agents, representatives, attorneys, insurers, affiliates, parents, successors and assigns, from any and all claims arising out of, or relating to, amounts that are or become due to Buyer's trade-in lender or lien holder after the date of this Order and prior to the lender or lienholder being paid in full.

7. **BUYER INDEMNITY.** Buyer agrees to indemnify and hold Dealer, its directors, officers, agents, and employees harmless from any and all claims of liability and expenses, including but not limited to, injury to person or property, loss of profit, and reasonable attorney fees, arising out of or in connection with any breach of this Order, or of the Buyer's warranties, representations, and agreements contained in this Order, including but not limited to the representations concerning any trade-ins.

8. **BUYER DEFAULT:** Unless this Order is canceled by Buyer as allowed by these Terms and Conditions, Dealer has the right, upon failure or refusal of Buyer to accept delivery of the Vehicle(s) ordered and to comply with the terms of this Order, to retain, as liquidated damages, any cash deposit made by Buyer and, may sell any trade-in and reimburse itself from the proceeds of such sale for the expenses specified in Paragraph 2 above, and for such other expenses and losses as Dealer may incur or suffer as a result of such default by Buyer, including lost profits.

9. **DESIGN CHANGES:** Manufacturer has reserved the right to change the design of any new Vehicle, chassis, accessory, or part at any time without notice, without the obligation to make the same or any similar change upon any Vehicle, chassis, accessory, or part previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. In the event of any such change by Manufacturer, Dealer has no obligation to Buyer to make the same or any similar change in any Vehicle, chassis, accessory, or part covered by this Order, either before or after delivery to Buyer.

10. **DELIVERY LIABILITY LIMITATION:** Dealer will not be liable for failure to deliver or delay in delivering the Vehicle(s) where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer. Buyer agrees that Buyer is not entitled to recover from Dealer any consequential damages, damages to property, damages for the loss of use of the Vehicle(s), loss of time, loss of profits or income, or any other incidental damages which may result from failure to deliver or delay in delivery of the Vehicle(s) where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer, including, but not limited to, Manufacturer's failure to produce or deliver the Vehicle(s).

11. **TAXES:** The total taxable price for the Vehicle(s) ordered does not include sales, use, excise, or other taxes (Federal, State or local). Buyer assumes and agrees to pay, unless prohibited by law, any such taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability.

12. **WARRANTY DISCLAIMER:** A. IN THE EVENT A VEHICLE IS EITHER A NEW VEHICLE, DEMONSTRATOR, OR A USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ON SUCH VEHICLE. FURTHER, DEALER NEITHER MAKES NOR AUTHORIZES ANY OTHER PERSON TO MAKE ON DEALER'S BEHALF, ANY WARRANTY IN CONJUNCTION WITH THE SALE OF ANY VEHICLE. AS TO ANY MANUFACTURER'S WARRANTY WHICH MAY BE EXTENDED TO BUYER BY MANUFACTURER, DEALER SPECIFICALLY DISCLAIMS ANY LIABILITY THEREUNDER, SUCH MANUFACTURER'S WARRANTY BEING BETWEEN BUYER AND MANUFACTURER ONLY. B. UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, ALL VEHICLES ARE SOLD "AS IS," AND THE DEALER DISCLAIMS ALL WARRANTIES,

EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. C. IN THE EVENT A VEHICLE IS A USED VEHICLE SUBJECT TO FEDERAL TRADE COMMISSION RULES REQUIRING THE POSTING OF A "BUYER'S GUIDE" THE INFORMATION ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT, INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THIS ORDER. D. Buyer has selected the Vehicle(s) and any configuration or options, and has not relied on the Dealer for such selection. E. Dealer is not part of any aftermarket or third-party service contract or warranty which may be sold by Dealer. Buyer will look only to the third-party seller of any such aftermarket service contract or warranty, and not to Dealer, for any remedy or recourse.

13. **DAMAGE DISCLOSURE: A. NEW VEHICLE, DEMONSTRATOR, EXECUTIVE OR MANUFACTURER'S VEHICLE OR PROGRAM VEHICLE:** Damage to a new Vehicle (including to all mechanical components, electrical components, sheet metal, paint, trim or other appearance items) may occur either at the factory during assembly, while the Vehicle is being transported to Dealer, or while in Dealer's possession awaiting sale. Normally, any damage which occurs during assembly is detected and corrected at the factory during the inspection process. Damage which has been repaired by the Manufacturer prior to delivery to Dealer, since generally unknown to Dealer, will not be disclosed. B. **USED VEHICLES:** Since a used Vehicle has been subject to use and possibly to body and mechanical damages, the Vehicle may have been subject to repairs for mechanical reasons or to enhance appearance for sale. Such repairs may include body work and painting of the Vehicle. Since (i) Buyer has the right to inspect the Vehicle, (ii) Dealer generally lacks knowledge of all prior repairs, and (iii) there is uncertainty as to what may be deemed material to Buyer, Dealer makes no representations as to former damage or as to whether the Vehicle was in a prior accident, bad frame damage or incurred any other damage that would affect the condition of the vehicle or its value.

14. **ODOMETER DISCLAIMER:** The mileage shown on the odometer of the Vehicle(s) sold or leased is believed by Dealer to be the actual mileage of the Vehicle(s) unless otherwise disclosed. However, Dealer makes no warranties or representations as to the actual mileage that the Vehicle has been driven, and expressly disclaims any liability for damages which may be asserted by Buyer, or Buyer's transferees or assigns, in the event the mileage shown is incorrect. Should the vehicle subject to this Agreement be subject to the Federal Odometer Statute, the Odometer Statement provided by the Dealer shall control.

15. **COLOR OR EQUIPMENT CHANGE:** If the Vehicle(s) ordered is received by Dealer with a different color or equipment, Buyer will be notified. If Dealer and Buyer reach an agreement as to purchase of the Vehicle(s), a new Order shall be completed by Dealer and Buyer covering the Vehicle(s) received; and the new Order will take the place of this Order and this Order will be null and void.

16. **OTHER DOCUMENTS:** The Buyer, before or at the time of delivery of the Vehicle, will sign such other documents as may be required by the terms and conditions of payment indicated on the front of this Order.

17. **SAVINGS CLAUSE. GOVERNING LAW AND VENUE:** Any provisions of this Order prohibited by State or Federal Law will be ineffective to the extent of such prohibition, but shall not invalidate the remaining provisions of this Order. This Order shall be governed by the laws of the State in which it is written, and Buyer agrees that the state court of the county in which the Dealer is located shall be the court of exclusive jurisdiction and venue with respect to any disputes arising from or related to this Order.

18. **ARBITRATION:** Any dispute arising out of or relating to this Order shall be resolved by binding arbitration before a single arbitrator pursuant to the Arbitration Rules of Resolute Systems, Inc. in effect on the date of this Order. Buyer acknowledges that in partial consideration for the agreements, covenants and representations of the parties hereto that he/she/it has or shall upon signing this Order or thereafter upon presentment by Dealer sign a separate arbitration agreement with Dealer, the terms and conditions of which are incorporated in this Order and made a part hereof.

19. **FINANCING.** Dealer intends to assign to a third-party lender any retail installment contract executed by Buyer for the purchase of the Vehicle(s). Buyer understands and agrees that Dealer SHALL NOT BE OBLIGATED TO SELL the Vehicle(s) to him/her/it unless a third-party lender accepts the assignment of the retail installment contract signed by the Buyer. The Order and retail installment contract may be cancelled at any time by Dealer, if Dealer determines in its sole discretion that it cannot obtain third party lender approval and may be cancelled by either party within twenty-one (21) days hereafter if such approval is not obtained on the agreed terms within such time. Additional terms may apply as set out in the retail installment contract and/or a finance rider. Buyer agrees to provide Dealer with a true, correct and complete credit application and cooperates fully in obtaining financing, including providing supporting documentation and Buyer acknowledges that Dealer is solely relying on the accuracy of such information. In the event the Order is terminated as provided herein, Dealer shall return any monetary deposit made by Buyer to Dealer and Buyer agrees to return the Vehicle(s) to Dealer upon demand. In the event that Buyer does not return the Vehicle(s) as required herein, the Dealer may repossess the Vehicle(s) and Buyer shall be liable for all costs, expenses and reasonable attorneys' fees incurred by Dealer related to such repossession and any damages to the Vehicle(s).

20. **FAILURE TO DELIVER TRADE-IN VEHICLE OR TITLE.** If Buyer fails to deliver any trade-in or good title to such Vehicle(s) on or before the time of deliver of the Vehicle(s) to Buyer, this Order shall remain in full force and effect unless cancelled by the Dealer, except that at the election of the Dealer, there shall be immediately due and payable from the Buyer to Dealer the amount of the gross-trade in allowance plus all applicable taxes.

21. **SECURITY INTEREST IN TRADE-IN.** By signing this Order, Buyer grants to Dealer a security interest in the trade-in Vehicle(s) to secure Buyer's obligations under this Order and the other documents executed herewith. In the event of a breach of the Order by the Buyer, Dealer may exercise all rights of a secured party under the Uniform Commercial Code with respect to the trade-in. Buyer agrees to execute any and all documents reasonably required by Dealer to perfect Dealer's security interest granted herein.

22. **PROMISSORY NOTE/ADDITIONAL CHARGES.** Any additional sums due pursuant to the terms of this transaction may be evidenced by a promissory note executed by Buyer in favor of Dealer. In the event any payment made by Buyer to Dealer is in the form of a check which is dishonored for any reason, Buyer shall pay a service charge to Dealer in the amount of \$100.00 plus any and all other compensatory and any other credit related costs under applicable law.

23. **SUCCESSION.** This Order is binding and shall inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors, and assigns, except that Buyer may not assign this Order or any interest therein, in whole or in part, without the prior written consent of Dealer.

24. **REBATE.** If a rebate from the Manufacturer is reflected on the reverse side of this Order, Buyer understands that such rebate is being subtracted from the total amount due as a courtesy to the Buyer. If Buyer does not qualify for the Manufacturer's rebate indicated on this Order, Buyer agrees to pay the amount of the rebate plus applicable taxes to Dealer within three (3) days after demand by Dealer.

25. **OTHER DOCUMENTS; CORRECTION.** The Buyer shall at any time upon demand by Dealer, even if such demand is after the date of this Order, execute such forms, agreements, or other documents as may be reasonably required to complete the transaction contemplated by this Order, or to evidence correction of mathematical or scrivener's errors.

26. **REPOSSESSION.** In addition to any other remedies that may be available to Dealer, in the event Buyer is unable to secure financing to purchase the Vehicle(s), Buyer's down payment check(s) do not clear or are not honored, or Buyer is otherwise in default of this Order or other written agreement related hereto, prior to full payment to dealer, and Buyer refuses to return the Vehicle(s) as required herein, Buyer authorizes Dealer to repossess the Vehicle(s) with or without legal process pursuant to applicable law.

27. **RIGHT TO INSPECT-FINAL ACCEPTANCE OF VEHICLE.** The Buyer acknowledges that he/she/it has been given an opportunity to thoroughly inspect the Vehicle(s) prior to taking delivery and that by taking delivery the Buyer accepts the Vehicle(s) in the condition on the date of this Order with all defects or non-conformities. For pre-owned Vehicle(s), except as otherwise required by law, Buyer accepts the Vehicle(s) in an "AS IS" condition. Receipt of delivery of the Vehicle(s) hereunder constitutes the Buyer's acknowledgment that the Vehicle(s) conforms to this Order and constitutes the Buyer's unqualified acceptance of the Vehicle(s), including pursuant to Section 2-606 of the Uniform Commercial Code.

28. **LIMITATIONS ON TIME PERIOD IN WHICH BUYER CAN FILE A LAWSUIT OR ARBITRATION CLAIM (AS APPLICABLE) AGAINST THE DEALER:** Buyer agrees that any arbitration claim (if applicable) or lawsuit arising out of or related to the purchase or lease of the Vehicle(s) described herein against the Dealer must be filed no more than 365 days after the date of the delivery of the Vehicle. While Buyer understands that the statute of limitations for claims arising out of the purchase of the Vehicle(s) may be longer than 365 days, Buyer agrees to be bound by the 365 day period of limitations as set forth herein, and BUYER WAIVES ANY STATUTE OF LIMITATIONS TO THE CONTRARY. This provision shall not apply to any action to enforce any retail installment contract, if any, executed in connection herewith.

29. **NOTICE TO DEALER OF DEFECTS OR CLAIM.** Buyer agrees to give Dealer prompt written notice, but in no event more than twenty-one (21) days after discovery, of any alleged defect or nonconformity related to the Vehicle(s) and afford Dealer, in its sole discretion, the reasonable opportunity to correct or repair such defect or nonconformity.

30. **TITLE.** The parties hereto agree that the title to the Vehicle(s) shall not pass to the Buyer until such time as Buyer has fully performed all of his/hers/its obligations contained herein.

31. **VEHICLE EMISSION LAW.** Dealer makes no representations or warranty that the Vehicle(s) sold hereunder passed, or will pass, any inspection required by any state vehicle emission inspection law. Compliance is the responsibility of the Buyer.

32. **CONSEQUENTIAL DAMAGES.** Buyer shall not be entitled to recover from Dealer any consequential or incidental damages for loss of use, loss of time, loss of profit or income, or any other incidental damages including, without limitations, any damages arising from liability on breach of warranty, contract, tort, strict liability or any other statutory or common law theory of liability or punitive damages.

33. **ATTORNEYS FEES.** In the event of any breach of this Order or default by Buyer, Dealer shall be entitled to collect all costs and expenses incurred by Dealer, including, but not limited to, reasonable attorneys' fees from Buyer, in addition to any other damages permitted by law, related to the enforcement of this Order.

34. **SEVERABILITY.** Buyer and Dealer agree that if any portion of this Order is deemed unenforceable or contrary to the law, only that portion of the Order shall fail, the remainder of the Order shall remain in force.

35. WAIVER OF CLASS ACTION. TO THE EXTENT PERMITTED BY LAW, BUYER AGREES NOT TO BRING, JOIN, OR PARTICIPATE IN ANY CLASS ACTION AS TO ANY CLAIM, DISPUTE, OR CONTROVERSY AGAINST DEALER, ITS EMPLOYEES, OFFICERS, DIRECTORS, AND ASSIGNS. BUYER AGREES TO THE ENTRY OF INJUNCTIVE RELIEF BARRING ANY SUCH ACTION AND TO PAY ALL OF DEALER'S ATTORNEYS' FEES AND COURT COSTS INCURRED IN SEEKING SUCH RELIEF. THIS PROVISION DOES NOT CONSTITUTE A WAIVER OF BUYER'S RIGHTS AND REMEDIES TO PURSUE A CLAIM INDIVIDUALLY AS OTHERWISE AGREED TO BETWEEN THE PARTIES.

36. WAIVER OF JURY TRIAL. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS ORDER OR RELATED, DIRECTLY OR INDIRECTLY, TRANSACTION HEREUNDER AND AGREES THAT ANY ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

United City of Yorkville

Purchaser

Purchaser's Signature

Date

AGREEMENT AND ACKNOWLEDGMENT
REGARDING PRICE INCREASES, SURCHARGES, FEES AND COSTS

Vehicle Order: DE-01116

Buyer: United City of Yorkville

Dealer: Peterbilt of Wisconsin, Inc. dba JX Truck Center

Date: 09/26/2022

Dealer, and its manufacturers, bodybuilders, upfitters and other suppliers are experiencing unprecedented cost increases resulting from global supply shortages, including the pandemic, increased demand for electronic chips, and scarcity of certain raw materials. Dealer is faced with incredible volatility in its business, accordingly, particularly for non-commodity units and chassis. In order to manage that volatility, and to enter into the above vehicle order, Dealer requires the right to pass such increases through to the Buyer. Accordingly, and as additional consideration to Dealer relative to the above-referenced sale, the parties agree that Manufacturer, and certain bodybuilders and upfitters, have reserved the right to change the price to Dealer of new vehicles and or to impose fees, costs or surcharges, without notice. In the event the price to Dealer of the Vehicle(s) is increased by Manufacturer, or a body-builder or upfitter, if applicable, prior to delivery of the Vehicle(s) ordered by Buyer, or Manufacturer, a body-builder or upfitter imposes fees, costs or surcharges, Dealer reserves the right to change the total delivered price of the Vehicle(s) to Buyer to pass thru such fees, costs or surcharges, accordingly, but without markup, overhead or profit to Dealer. Dealer will use reasonable efforts to promptly notify Buyer on receipt of notice of such increase, or imposition of fees costs or surcharges. Any such increase, or imposition of fees, costs or surcharges will not give rise to any right to cancel the Order, provided, however, that as a courtesy, and not as a matter of contractual obligation, Dealer may work with Buyer, and the applicable Manufacturer, body-builder or upfitter, regarding any available opportunity to cancel the Order.

This Agreement and Acknowledgment Regarding Price Increases, Surcharges, Fees and Costs will govern over any other or conflicting document on the issue of pricing and price increases.

DEALER:

Peterbilt of Wisconsin, Inc. dba JX Truck Center
4260 Linden Road
Rockford IL 61109

BUYER:

United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

By: _____

Print: _____

By: _____

Print: _____



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 #8

Tracking Number

PW 2022-73

Agenda Item Summary Memo

Title: Kendall Marketplace Residential – Single Family

Meeting and Date: Public Works Committee – October 18, 2022

Synopsis: Recommendation to release remaining performance security

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: October 11, 2022
Subject: Kendall Marketplace Residential – Single Family

The public improvements were accepted on October 27, 2020. The developer has completed the punchlist items from the one-year warranty period with the exception of installing sidewalk on the remaining buildable lots. The developer plans to provide a new letter of credit to cover the costs of the future sidewalk installation.

At this time, we are recommending a full release of their existing performance security (West Suburban Bank #2001 – \$35,265.20) once the new performance guarantee is on file with the City. The new guarantee should be in the amount of \$28,680.

Please let us know if you have any questions.



February 20, 2018

Mayor and Aldermen
City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

Re: Kendall Marketplace Subdivision
Letter of Credit No. 2001
For Account of McCue Development, Inc.
Amount \$423,252.00
Date 2/20/2018

Gentlemen:

The undersigned **West Suburban Bank** by **Brian Mickey, Vice President**, its' duly authorized agent, hereby establishes and issues this Irrevocable Letter of Credit in favor of the City of Yorkville in the amount of **\$423,252.00**, which represents 120% of the cost of the work described herein. Such credit is available to be drawn upon by said City upon presentation to this bank of your demand for payment.

This Letter of Credit is issued for the purpose of securing and paying for the installation of the following land improvements in the aforesaid subdivision:

DIVISION "A" - SANITARY SEWERS
(engineer's estimate = \$15,450.00)
DIVISION "B" - WATER MAIN
(engineer's estimate = \$15,900.00)
DIVISION "C" - STORM SEWERS
(engineer's estimate = \$58,000.00)
DIVISION "D" - STREETS
(engineer's estimate = \$241,602.00)
DIVISION "E" - DETENTION BASIN
(engineer's estimate = \$0.00)

DIVISION "F" - MISC. IMPROVEMENTS

(engineer's estimate = 21,700.00

Total engineer's estimate = **\$352,652.00**

The costs of the foregoing improvements are detailed in the attached Engineer's Cost Estimate.

The development is legally described as follows:

LOTS 24 TO 51, IN KENDALL MARKETPLACE SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTIONS 19, 20, AND 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 7, 2007 AS DOCUMENT NUMBER 200700014779 IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS.

Said public improvements shall be constructed by **Mccue Development, Inc.** our customer, in accordance with the plans, specifications, completion schedules and cost estimates prepared by **Engineering Enterprises, Inc.**

The undersigned agrees that this Irrevocable Letter of Credit shall remain in full force and effect and pertain to any and all amendments or modifications which may be made from time to time to the plans, specifications and cost estimated for said modifications,

This Irrevocable Letter of Credit shall expire on **February 20, 2020**, provided, however, the undersigned shall notify the City Clerk by certified or registered mail, return receipt requested, at least ninety (90) days prior to said expiration date, that said Letter of Credit is about to expire. In no event shall this Irrevocable Letter of Credit or the obligations contained herein expire except upon said prior written notice, it being expressly agreed by the undersigned that the above expiration date shall be extended as required to comply with this notice provision.

This Irrevocable Letter of Credit shall remain in effect until **February 20, 2020**, without regard to any default in payment of money owed to the issuer by our customer and without regard to other claims which the Issuer may have against our customer, and in no event shall terminate without notice as specified above.

This Letter of Credit may be renewed by the Issuer or our customer prior to the above expiration date by submitting a new Letter of Credit to the same form and substance as this

Letter of Credit to the City Clerk in an amount equal to 120% of the estimated cost to complete and pay for the above described improvements.

It is agreed that the following shall be considered a default by our customer and shall entitle the City to make demand on this Letter of Credit:

1. that said Letter of Credit will expire within thirty (30) days and has not been renewed; or
2. that the aforesaid improvements have not been completed by the subdivider at least thirty (30) days prior to the aforesaid expiration date; or
3. that the owner and/or subdivider has failed to complete or carry on the work of the installation and construction of the required improvements in accordance with the schedule, or at a faster pace if the installation of the private improvements shall be completed before public improvements to service them are available; or
4. that the City of Yorkville has determined that the owner and/or subdivider has demonstrated that they will be unable to complete the improvement; or
5. that if more funds are disbursed at this time on order of the owner and/or subdivider insufficient funds will remain irrevocably committed to guarantee the completion of all improvements, and such certification indicates that the owner and/or subdivider has been notified that the municipality finds that a breach of the owner's and/or subdivider's obligations has occurred and has not been cured within a period of thirty (30) days.

The Issuer's obligation to the City is based solely on this Irrevocable Letter of Credit engagement between this financial institution and the City and is not subject to instructions from our customer.

It is recognized that the City has directed our customer to proceed with the construction of public improvements upon the guarantee of this irrevocable commitment. It is further acknowledged that the consideration for this irrevocable commitment is provided by agreements between this financial institution and our customer.

This Irrevocable Letter of Credit sets forth in full the terms of this undertaking between the Issuer and the City, and such undertaking shall not in any way be modified, amended, amplified, nor shall it be limited by reference to any documents, instrument or agreement referred to herein, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

Demands on this Letter of Credit shall be made by presenting the Issuer with a letter from the City Clerk of the City of Yorkville demanding payment accompanied by the certificate of the City Clerk of the City of Yorkville certifying the basis for the default and demand on this Letter of Credit.

The undersigned agrees that this Letter of Credit shall not be reduced or discharged except upon receipt of a certificate of the City Clerk of the City of Yorkville certifying that this Letter of Credit may be reduced. The outstanding balance of this Letter of Credit shall be the face amount of this Letter of Credit less any amount which is discharged upon certificate of the City Clerk; Provided however, the outstanding balance of this Letter of Credit shall not be reduced to less than 20% of the approved engineer's estimate upon which this Letter of Credit is based until the City Council accepts the aforementioned improvements and a certificate of the City Clerk certifying that the Letter of Credit has been released by the City Council of the City.

All acts, requirements and other preconditions for the issuance of this Irrevocable Letter of Credit have been completed.

The undersigned further agrees and engages that it will be responsible and liable for attorney fees and court costs which may be incurred by the City in enforcing collection of this Letter of Credit in accordance with its terms.

We hereby engage with you that all demands for payment in conformity with the terms of this Irrevocable Letter of Credit will be duly honored on presentation to us prior to expiration of this Letter of Credit.

Except as otherwise expressly stated herein, this Irrevocable Standby Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600.

BY:  _____

Name: Brian Mickey

Title: Vice Pres

ATTEST:  _____

Name: CHRISTINE PAWLAK

Title: TRUST OFFICER

STATE OF ILLINOIS)

) SS

COUNTY OF DuPage)

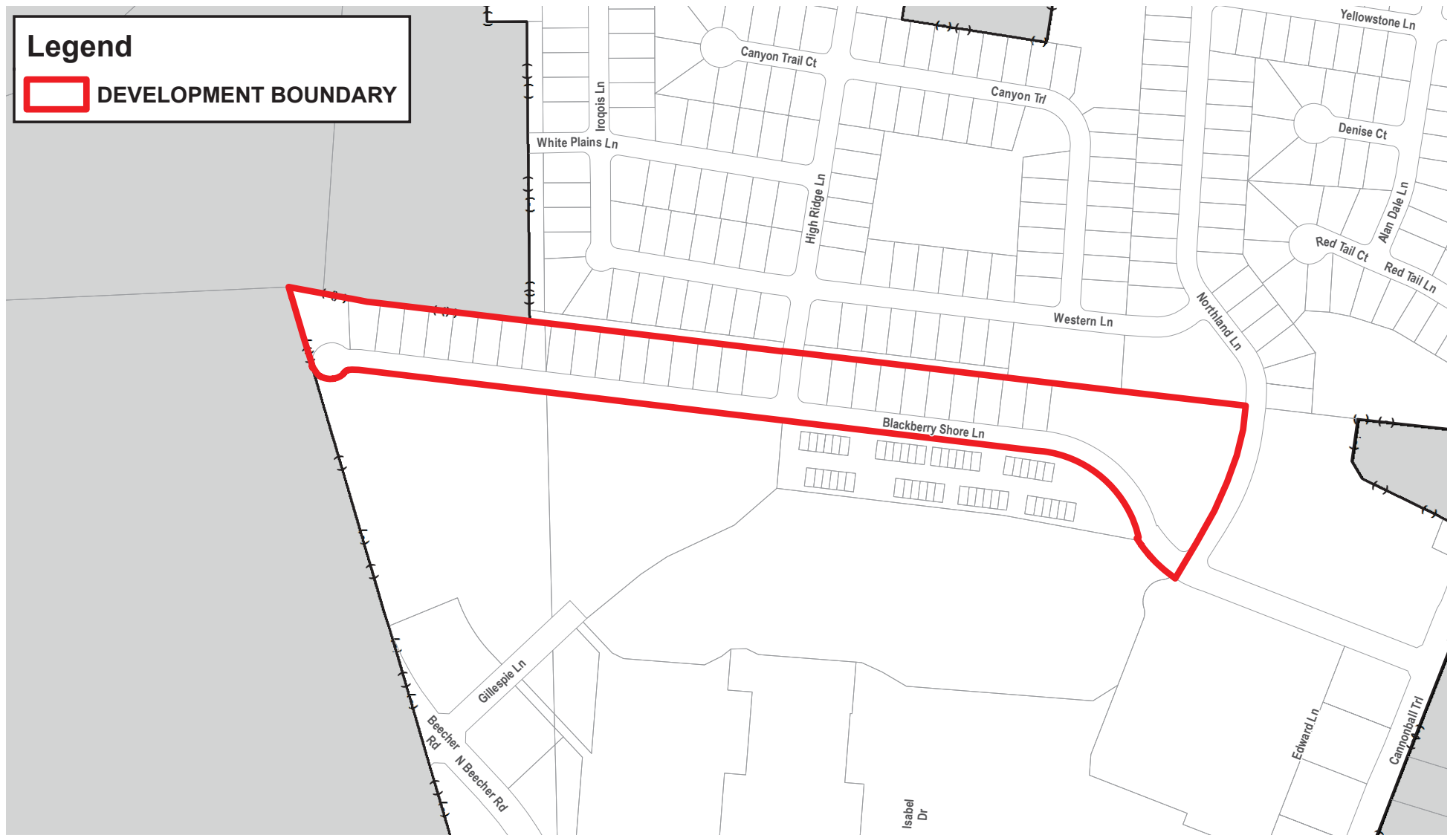
I, The undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Brian Mickey, personally known to me to be the Vice President of the bank, and Christine Pawlak personally known to me to be the bank if said institution, and who are personally know to me to be same persons whose names are subscribed to the foregoing Letter of Credit as such his and her respectively, and caused the corporate seal of said they to be affixed thereto pursuant to authority given by the Board of Directors thereof as their fee and voluntary acts and as Given under my hand and official seal this 20 day of Feb 20 18.



Janet M. Miller Seal
Notary Public

Legend

 DEVELOPMENT BOUNDARY



Engineering Enterprises, Inc.



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



United City of Yorkville

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

			DATE:	OCTOBER 2020
			PROJECT NO.:	YO1729
			BY:	MJT
			PATH:	H:\GIS\PUBLIC\YORKVILLE\2020\
NO.	DATE	REVISIONS	FILE	Kendall Marketplace Location Map

300 150 0 300Feet



EXHIBIT B KENDALL MARKETPLACE 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 checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #9

Tracking Number

PW 2022-74

Agenda Item Summary Memo

Title: 2022 Sanitary Sewer Lining Improvements

Meeting and Date: Public Works Committee – October 18, 2022

Synopsis: 2022 Sanitary Sewer Lining Improvements – Recommendation to Award

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Contract Award

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: October 6, 2022
Subject: 2022 Sanitary Sewer Lining Improvements

Bids were received, opened, and tabulated for work to be done on the 2022 Sanitary Sewer Lining Improvements at 10:00 a.m., October 6, 2022. Representatives of contractors bidding the project and our firm were in attendance. A tabulation of the bids and the engineer's estimate is attached for your information and record. The low bid was below our engineer's estimate and within the FY23 budget.

EEI has worked with this contractor on a previous project and there were no concerns raised.

We recommend the acceptance of the Bid and approval of award be made to the low bidder, Hoerr Construction Inc., P.O. Box 65, 1416 County Road 200 N, Goodfield, IL 61742 in the total amount of **\$85,480.00**.

This project will be coded out of the Sewer Main Replacement Program (52-520-60-00-6025) in the Sewer Fund, which is currently budgeted at \$220,000. Engineering costs for this project are expected to be nominal, at an estimated cost of \$10,000.

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

BID SUMMARY 2022 SANITARY SEWER LINING IMPROVEMENTS UNITED CITY OF YORKVILLE				
BID TABULATION BIDS RECEIVED 11:00 A.M. 10/04/2022	Engineer's Estimate 52 Wheeler Road Sugar Grove, IL 60554	Insituform Technologies USA, LLC 11948 Longmont Dr. Maryland Heights, MO-63043	Visu-Sewer W230 N4855 Betker Drive Pewaukee, WI-53072	Hoerr Construction, Inc. PO Box 65 Goodfield, IL-61742
BID TOTAL	\$137,850.00	\$99,414.00	\$95,263.00	\$85,480.00
BID BOND		X	X	X
SIGNED BID		X	X	X
ADDENDUM NO. 1		X	NO (DISQUALIFIED BID)	X
BID TABULATION BIDS RECEIVED 11:00 A.M. 10/04/2022	National Power Rodding Corp 2500 W. Arthington Street Chicago, IL-60612-4108	Innovative Pipeline Systems 417 W. 81 St. Ave #520 Merrillville, IN-46368	Benchmark Construction 2260 Southwind Blvd Bartlett, IL-60103	
BID TOTAL	\$100,675.00			
BID BOND	X			
SIGNED BID	X			
ADDENDUM NO. 1	X			



BID TABULATION
2022 SANITARY SEWER LINING IMPROVEMENTS
UNITED CITY OF YORKVILLE

		BID TABULATION BIDS RECD 10/6/2022		Insituform Technologies USA, LLC 11948 Longmont Dr. Maryland Heights, MO-63043		Hoerr Construction, Inc. PO Box 65 Goodfield, IL-61742		National Power Rodding Corp 2500 W. Arthington Street Chicago, IL-60612-4108		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	CURED-IN-PLACE-HEAT CURED PIPE LINING, 12"	LF	905	\$ 65.40	\$ 59,187.00	\$ 56.00	\$ 50,680.00	\$ 65.00	\$ 58,825.00	\$ 70.00	\$ 63,350.00
2	CURED-IN-PLACE-HEAT CURED PIPE LINING, 6"	LF	220	\$ 94.60	\$ 20,812.00	\$ 70.00	\$ 15,400.00	\$ 65.00	\$ 14,300.00	\$ 55.00	\$ 12,100.00
3	PROTRUDING TAP REMOVAL	EACH	8	\$ 255.00	\$ 2,040.00	\$ 300.00	\$ 2,400.00	\$ 250.00	\$ 2,000.00	\$ 2,000.00	\$ 16,000.00
4	HEAVY ROOT CLEANING, 12"	LF	90	\$ 15.00	\$ 1,350.00	\$ 10.00	\$ 900.00	\$ 5.00	\$ 450.00	\$ 100.00	\$ 9,000.00
5	HEAVY ROOT CLEANING, 6"	LF	20	\$ 30.00	\$ 600.00	\$ 30.00	\$ 600.00	\$ 5.00	\$ 100.00	\$ 120.00	\$ 2,400.00
6	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$ 425.00	\$ 425.00	\$ 500.00	\$ 500.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00
7	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	15,000	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00
BASE BID TOTAL					\$ 99,414.00		\$ 85,480.00		\$ 100,675.00		\$ 137,850.00
ABOVE/BELOW ENGINEERS ESTIMATE					-27.88%				-37.99%		
CORRECTED NUMBERS FROM BID											



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



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

DATE: JANUARY 2022
 PROJECT NO.: YO1227
 BY: MJT
 PATH: HGIS/PUBLIC/YORKVILLE/2020
 FILE: YO1227_Sanitary Lining Center-River.MXD

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

Agenda Item Number

New Business #10

Tracking Number

PW 2022-75

Agenda Item Summary Memo

Title: 2023 Road to Better Roads Program

Meeting and Date: Public Works Committee – October 18, 2022

Synopsis: 2023 Roads to Better Roads – Recommendation for Approval of Design Engineering

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olsen Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: October 13, 2022
Subject: RTBR 2023 – design engineering

Summary

Consideration of a design engineering agreement with EEI for the 2023 RTBR program.

Background

This item was last discussed by the City Council in September 2022, when the City Council approved a 2023 RTBR schedule. In order to bid the program out in early Spring 2023, design work needs to be completed over the next few months. Accordingly, EEI has submitted a proposed design engineering agreement.

This contract is included within the FY 23 budget. The attached design engineering agreement contains a \$85,368 fixed fee.

Recommendation

Staff recommends approval of the design engineering agreement with EEI for the 2023 RTBR project.

**2023 Roads to Better Roads Program
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 included Attachment B. Design Engineering for all roadways indicated on Attachment E will be provided. Construction Engineering services are not included and would be provided in a separate agreement. Engineering will be in accordance with all City and Illinois Department of Transportation requirements.

B. Term:

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

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for as a Lump Sum in the amount of \$85,368.00. 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 manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of attachments are as follows:

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

L. Notices:

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

For the City:

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

For the ENGINEER:

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

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

Agreed to this ____ day of _____, 2022.

United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

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

Jori Behland
City Clerk

Christopher J. Ott, P.E.
Project Manager

**2023 Road to Better Roads Program – Design Engineering
United City of Yorkville**

Attachment A – Standard Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

Fiduciary Duty: Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed to either party to the other party. EEI makes no warranty, express or implied, as to its professional services rendered.

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.

**2023 Roads to Better Roads Program
United City of Yorkville
Professional Services Agreement - Design Engineering**

Attachment B – Scope of Services

Design Engineering:

- Process required documents with the Illinois Department of Transportation for Motor Fuel Tax Projects including:
 - BLR14220 - Resolution
 - BLR14222 - Municipal Estimate of Maintenance Costs
 - BLR11510 - Preliminary Estimate of Cost
- Conduct site visit(s) to assess condition of existing pavement, curb and gutter, sidewalk, drainage, structures and identify non-compliant sidewalk curb ramps.
- Obtain, review and inventory existing utility, roadway, right-of-way, ownership, soil data, etc.
- Obtain utility information to identify potential conflicts, as necessary.
- Obtain topographic survey on King Street from W. Somonauk Road to W. River Street
- Obtain geotechnical site data, consisting of pavement cores taken every 1000-1500 feet, as necessary.
- Coordinate documentation for CCDD Management of soils, as necessary.
- Coordinate and develop with City Staff the final scope of improvements
- Coordinate City wide striping program
- Coordinate City wide sidewalk replacement program
- Coordinate City wide pavement rejuvenation program
- Confirm pavement design and rehabilitation methodology.
- Prepare MFT General Maintenance Section bid package, and ancillary documents, including:
 - BLR 12200 – Local Public Agency Formal Contract Proposal
 - BLR 12201 – Schedule of Prices
 - BLR 12230 – Local Agency Proposal Bid Bond
 - BLR 12325 - Apprenticeship Certification
 - BLR 12326 – Affidavit of Illinois Business Office
 - BC 57 - Affidavit of Availability
 - Index for Supplemental Specifications and Recurring Special Provisions
 - Check Sheet for Recurring Special Provisions
 - BLR 11310 - Special Provisions
 - District Three Special Provisions
 - Bureau of Design and Environment Special Provisions/Check sheets
 - Local Roads Special Provisions
 - Location Map
 - Existing/Proposed Typical Sections
 - Prevailing Wage
 - Highway Standards
 - City Standards/Details
 - Core Report (Provided by Rubino Engineering)
 - CCDD Documents (Provided by Rubino Engineering)
 - Quantity Breakdown by Street
 - Alice Avenue (Cannonball Trail to Faxon Road)
 - Bristol Ridge Road (Kennedy Road to North City Limits)
 - Commercial Drive (Boombah Boulevard to West End)

- Dalton Avenue (Landmark Avenue to Freemont Street)
- E. Center Street (IL Route 47 to Liberty Street)
- Freemont Street (Landmark Avenue to Walnut Street)
- King Street (W. Somonauk Street to W. River Street)
- Landmark Avenue (IL Route 47 to Market Place Drive)
- Liberty Street (E. Park Street to E. Main Street)
- Marketplace Drive (US Route 34 to McHugh Road)
- W. Center Street (King Street to IL Route 47)
- W. Main Street (West End to IL Route 47)
- City Wide Striping Improvements
- City Wide Crack Sealing Improvements
- City Wide Sidewalk Replacement Program
- City Wide Pavement Rejuvenation Program (2022 Resurfacing Streets)
- Coordinate IDOT and City review, including revisions and approval
- Prepare preliminary and final cost estimates
- Assist in bidding, contractor/bid evaluations, contract preparation and additional contract administration as required; facilitate IDOT approval of Contract
- Attend public meetings with Staff to review design progress
- Provide all bid packages in 8 ½” x 11½” format
- Provide planning/design/construction schedule and frequent updates regarding any potential items affecting the schedule

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

CLIENT						PROJECT NUMBER		
United City of Yorkville						YO2239-P		
PROJECT TITLE						DATE		PREPARED BY
2023 Road to Better Roads Program - Design Engineering						10/6/22		CJO

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	SPE 2	PE	SPT 2	SPT 1	ST	ADMIN	HOURS	COST
		PERSON											
		RATE	\$228	\$216	\$194	\$183	\$154	\$159	\$149	\$129	\$70		
DESIGN ENGINEERING													
2.1	Project Management and Administration		6		18	16	4					44	\$ 8,404
2.2	Project Meetings		4		4	4	6					18	\$ 3,344
2.3	Geotechnical Investigation (Coordination, Field Work, Review Report)					2	4					6	\$ 982
2.4	Topographic Survey			8				16		8		32	\$ 5,304
2.5	Analyze/Finalize Roadway Rehabilitation Methods				2		6					8	\$ 1,312
2.6	Site Review, Identification of Required Improvements				6	24	96					126	\$ 20,340
2.7	Prepare Pre-Final Bid Package/Exhibits - 90%				8	32	96		12			148	\$ 23,980
2.8	Prepare Engineer's Opinion of Probable Construction Cost - 90%		2		2		6					10	\$ 1,768
2.9	Submit Bid Package for IDOT Review				2	4	6				2	14	\$ 2,184
2.10	Revise and Resubmit Bid Package for IDOT Approval/Advertisement				2	4	4		4			14	\$ 2,332
2.11	Bidding and Contracting		2		4	6	12				2	26	\$ 4,318
Insert Task Subtotal:			14	8	48	92	240	16	16	8	4	446	\$ 74,268
PROJECT TOTAL:			14	8	48	92	240	16	16	8	4	446	74,268

EEI STAFF

PIC Principal In Charge
 SPM Senior Project Manager
 PM Project Manager
 SPE 2 Senior Project Engineer II
 PE Project Engineer
 SPT 2 Senior Project Technician II
 SPT 1 Senior Project Technician I
 ST Senior Technician
 ADMIN Administrative Assistant

DIRECT EXPENSES

Printing/Scanning = \$ 100
 Rubino (Cores & CCDD) = \$ 11,000

DIRECT EXPENSES = \$ 11,100

LABOR SUMMARY

EEI Labor Expenses = \$ 74,268
TOTAL LABOR EXPENSES \$ 74,268

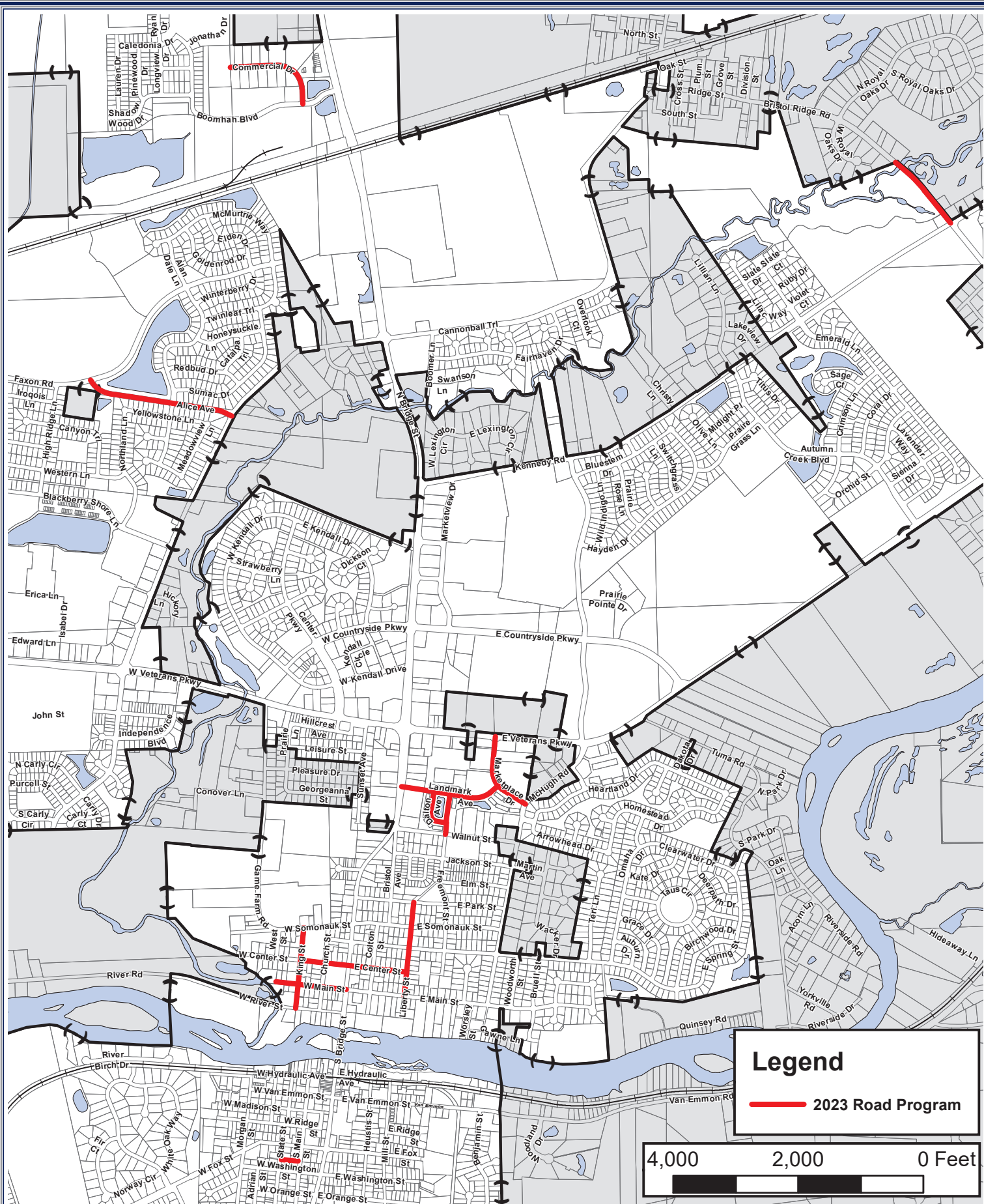
TOTAL COSTS \$ 85,368



ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT					PROJECT NUMBER						
United City of Yorkville					YO2239-P						
PROJECT TITLE					DATE				PREPARED BY		
2023 Road to Better Roads Program - Design Engineering					10/6/22				CJO		
TASK NO.	TASK DESCRIPTION										
		2022			2023						
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	
2.1	Project Management and Administration										
2.2	Project Meetings										
2.3	Geotechnical Investigation (Coordination, Field Work, Review Report)										
2.4	Topographic Survey										
2.5	Analyze/Finalize Roadway Rehabilitation Methods										
2.6	Site Review, Identification of Required Improvements										
2.7	Prepare Pre-Final Bid Package/Exhibits - 90%										
2.8	Prepare Engineer's Opinion of Probable Construction Cost - 90%										
2.9	Submit Bid Package for IDOT Review; IDOT Review										
2.10	Revise and Resubmit Bid Package for IDOT Approval/Advertisement										
2.11	Bidding and Contracting										





Engineering Enterprises, Inc.

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



United City of Yorkville

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

DATE: OCTOBER 2022
PROJECT NO.: YO2239
BY: MJT
PATH: HGIS\PUBLIC\YORKVILLE\2022
FILE: YO2239_Road Program 2023 Attachment E.MXD

ATTACHMENT E PROPOSED 2023 RTBR PROGRAM LOCATION MAP





Standard Schedule of Charges

January 1, 2022

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

VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

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



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

Agenda Item Number

New Business #11

Tracking Number

PW 2022-76

Agenda Item Summary Memo

Title: Sale of Vehicles and Equipment

Meeting and Date: Public Works Committee - October 18, 2022

Synopsis: Proposed sale of surplus vehicles and equipment

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: October 3, 2022
Subject: Sale of Vehicles and Equipment

Summary

With the lack of space, and the delivery of new vehicles imminent, staff proposed to sell certain used vehicles.

Background

Below, please find a detailed list of vehicles that staff proposes to dispose.

1. 2004 Ford F350 dump truck with plow VIN # 1FDWF37SX4ED64867, with 103,341 miles. This truck has been used in our fleet for 19 years. We have a new one on order that is supposed to be delivered at the beginning of November, so this truck is no longer needed. Approximate value \$5000-6000
2. 2007 Ford F250 pickup with plow VIN# 1FTNF215X7EA47544, with an estimated 80,000 miles. The odometer is not working, and our last available reading was 78,844 miles. This pickup is being replaced by a new F350 with plow that is supposed to be delivered in mid-October. Approximate value - \$4000-5000

Recommendation

Staff recommends working with AutoSmart, Inc. of Oswego to sell the above listed vehicles and equipment. AutoSmart is a consignment sale operation. We would agree to have AutoSmart sell our vehicles and equipment for us and pay either a flat rate of \$250 per vehicle that is undrivable, or 10% of the sale price. The approximate values listed above are just that, approximate. Depending on the market for each piece of equipment, the price could be higher or lower. With this approval, all final sales would be approved by the Director of Public Works at the time of the sale.

Vehicle #	Y19	Year	2004	United City of Yorkville		
Make	FORD	Model	F350 DUMP			
Miles	90,000 103,391	Hours		Vehicle Replacement Guideline Evaluation Form		
Original \$	36,000.00	(date)	5/1/04			
Budgeted Replacement \$	\$36,000.00			Replacement Point Range:		
Sale /Auction / Estimated Trade-in \$	\$5,000.00			Under 18 points	Condition I	Excellent
Life Expectancy	10			18 - 22 points	Condition II	Good
Type of Service	4			23 - 27 points	Condition III	Qualifies for replacement
Division	STREETS			28+ points	Condition IV	High priority replacement



FACTOR	POINTS	DESCRIPTION	VEHICLE SCORE
AGE	1	Each year of chronological age	15
MILES / HOURS	1	Each 10,000 miles of usage	9
	1	Each 700 hours of usage (priority over miles on heavy duty and off-road equipment)	
TYPE OF SERVICE	1	Standard sedans and light pickups	4
	2	Standard vehicles with the occasional off-road usage	
	3	Vehicles that pull trailers, haul heavy loads, has continued off-road usage, and police	
	4	Any vehicle involved in snow removal	
	5	Police emergency response vehicles	
RELIABILITY (PM work is not included)	1	In shop one time within a three month time period, no major breakdowns or road calls	1
	2	In shop one time within a three month time period, 1 breakdown or road call within a three	
	3	In shop more than twice within a one month time period, no major breakdown or road call	
	4	In shop more than once within one month time period, two or more breakdowns/road calls	
	5	In shop more than twice monthly, two or more breakdowns within one month time period	
MAINTENANCE AND REPAIR COSTS (Accident Repairs not included)	1	Maintenance costs (cumulative total) are ≤ 10% of purchase cost	2
	2	Maintenance costs (cumulative total) are ≤ 25% of purchase cost	
	3	Maintenance costs (cumulative total) are ≤ 45% of purchase cost	
	4	Maintenance costs (cumulative total) are ≤ 60% of purchase cost	
	5	Maintenance costs (cumulative total) are ≥ 61% of purchase cost	
CONDITION	1	Good drive train and minor body imperfections (road chips, scratches)	3
	2	Imperfections in body & paint, paint fading & dents, interior fair (no rips, tears, burns), and a	
	3	Noticeable imperfections in body and paint surface, some minor rust, minor damage from add-	
	4	Previous accident damage, poor paint and body condition, rust (holes), bad interior (tears, rips,	
	5	Previous accident damage, poor paint, bad interior, drive train that is damaged or inoperative,	
TOTAL			34

Vehicle #	Y24	Year	2007	United City of Yorkville		
Make	FORD	Model	F250 4X4			
Miles	74,844	Hours	4,051	Vehicle Replacement Guideline Evaluation Form		
Original \$	30,000.00	(date)	5/1/07			
Budgeted Replacement \$		\$55,000.00		Replacement Point Range:		
Sale /Auction / Estimated Trade-in \$		\$2,000.00		Under 18 points	Condition I	Excellent
Life Expectancy	10			18 - 22 points	Condition II	Good
Type of Service	4			23 - 27 points	Condition III	Qualifies for replacement
Division	WATER			28+ points	Condition IV	High priority replacement



FACTOR	POINTS	DESCRIPTION	VEHICLE SCORE
AGE	1	Each year of chronological age	12
MILES / HOURS	1	Each 10,000 miles of usage	7
	1	Each 700 hours of usage (priority over miles on heavy duty and off-road equipment)	
TYPE OF SERVICE	1	Standard sedans and light pickups	4
	2	Standard vehicles with the occasional off-road usage	
	3	Vehicles that pull trailers, haul heavy loads, has continued off-road usage, and police	
	4	Any vehicle involved in snow removal	
	5	Police emergency response vehicles	
RELIABILITY (PM work is not included)	1	In shop one time within a three month time period, no major breakdowns or road calls	1
	2	In shop one time within a three month time period, 1 breakdown or road call within a three month	
	3	In shop more than twice within a one month time period, no major breakdown or road call	
	4	In shop more than once within one month time period, two or more breakdowns/road calls within	
MAINTENANCE AND REPAIR COSTS (Accident Repairs not included)	5	In shop more than twice monthly, two or more breakdowns within one month time period	2
	1	Maintenance costs (cumulative total) are ≤ 10% of purchase cost	
	2	Maintenance costs (cumulative total) are ≤ 25% of purchase cost	
	3	Maintenance costs (cumulative total) are ≤ 45% of purchase cost	
	4	Maintenance costs (cumulative total) are ≤ 60% of purchase cost	
CONDITION	5	Maintenance costs (cumulative total) are ≥ 61% of purchase cost	3
	1	Good drive train and minor body imperfections (road chips, scratches)	
	2	Imperfections in body & paint, paint fading & dents, interior fair (no rips, tears, burns), and a	
	3	Noticeable imperfections in body and paint surface, some minor rust, minor damage from add-on	
	4	Previous accident damage, poor paint and body condition, rust (holes), bad interior (tears, rips,	
	5	Previous accident damage, poor paint, bad interior, drive train that is damaged or inoperative,	
TOTAL			29



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

Agenda Item Number

New Business #12

Tracking Number

PW 2022-77

Agenda Item Summary Memo

Title: Meeting Schedule for 2023

Meeting and Date: Public Works Committee – October 18, 2022

Synopsis: Proposed meeting schedule for 2023.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Jori Behland Administration
Name Department

Agenda Item Notes:

Have a question or comment about this agenda item?

Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at agendas@yorkville.il.us, post at www.facebook.com/CityofYorkville, tweet us at @CityofYorkville, and/or contact any of your elected officials at <http://www.yorkville.il.us/320/City-Council>



Memorandum

To: Public Works Committee
From: Jori Behland, City Clerk
CC: Bart Olson, City Administrator
Date: October 18, 2022
Subject: Public Works Committee Meeting Schedule for 2023

Summary

Proposed 2023 meeting schedule for the Public Works Committee.

Meeting Schedule for 2023

Listed below are the proposed meeting dates for the Public Works Committee meeting for 2023. The proposed schedule has the committee continuing to meet on the third Tuesday of the month at 6:00 p.m.

- January 17, 2023
- February 21, 2023
- March 21, 2023
- April 18, 2023
- May 16, 2023
- June 20, 2023
- July 18, 2023
- August 15, 2023
- September 19, 2023
- October 17, 2023
- November 21, 2023
- December 19, 2023

Recommendation

Staff recommends review of the proposed meeting dates and time so that a meeting schedule can be finalized for 2023.

2023

January						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						



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

Agenda Item Number

New Business #13

Tracking Number

PW 2022-78

Agenda Item Summary Memo

Title: Service Agreement with Gjovik Ford

Meeting and Date: Public Works Committee - October 18, 2022

Synopsis: Proposed contract extension with Gjovik Ford for maintenance and repair of
City vehicles.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: October 12, 2022
Subject: Gjovik Ford Service Agreement

Summary

Proposed service agreement with Gjovik Ford for city vehicles that establishes an hourly rate for the rest of FY23 and for all FY24.

Background

The City has had a contract in the past with Gjovik Ford that outlined hourly rates and parts prices that expired on 4/30/22. Since that time, Gjovik has honored the hourly rates of \$58.75/hr for labor, but now needs to negotiate the extension due to inflation. This proposed contract renews the relationship and establishes new hourly rates, parts costs, and outlines specific services that the city will receive when vehicles are taken to Gjovik Ford for service.

If this contract is approved, the hourly rate for shop services will be \$77.50 per hour for the remainder of this fiscal year, then increase to \$85.25 for FY 24. This is a substantial savings of 45% off the posted shop rate of \$155/hr for labor. According to YPD, the Kendall County Sheriff's office also uses Gjovik, and just resecured their extension. We are using much of their information as to not reinvent the wheel. In the KCSO data, another local Ford dealer gave a discounted rate of \$130/hr. Although cheaper than the advertised rate, it is still nowhere near the rate we have been offered.

The proposed contract also contemplates flat rates for certain services at a discount and outlines mandatory inspections for all vehicles that are serviced at this facility. This service will greatly benefit the PD since they put so many miles on the vehicles and need routine maintenance much more often.

The PD and PW departments have utilized Gjovik's under the first contract since they moved to Plano and have been satisfied with their work. In addition to the discounted rate, the proximity of their location to ours can't be beat. The shop is less than 5 miles from us which makes it very efficient to drop vehicles off and pickup after service.

Recommendation

Public Works staff recommends that we approve the proposed contract with Gjovik Ford of Plano, IL. Their service has been good, the location is very close, and it is a great value for the city until we can provide our own mechanic services to our fleet.

The PD is also in support of renewing the contract with Gjovik Ford, below is DC Carlyle's recommendation.

It is my recommendation we continue with Gjovik Ford as the vehicle maintenance provider for the upcoming contractual period. I believe having certified mechanics capable of working on multiple issues from the same facility has been beneficial for our agency. In our experience Gjovik's has been timely and efficient in keeping our fleet running. The proximity to our department and availability of porters has helped downtime stay at a minimum.

Resolution No. 2022-_____

**RESOLUTION APPROVING A PROPOSAL FROM GJOVIK FORD, INC. TO THE
UNITED CITY OF YORKVILLE, ILLINOIS AND KENDALL COUNTY
FOR VEHICLE MAINTENANCE**

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

WHEREAS, Gjovik Ford, Inc., of Plano, Illinois ("*Gjovik*") submitted a proposal to the City on October 4, 2022, a copy of which is attached hereto (the "*Proposal*"), for the maintenance of City vehicles for a term commencing upon acceptance and terminating April 30, 2024; and,

WHEREAS, Gjovik has performed maintenance service on City vehicles since 2021 and was found to be most reliable and provided excellent service; and,

WHEREAS, the City would like to extend the contract with Gjovik as set forth in the Proposal without further bidding as the prices quoted in said Proposal are deemed to be the most reasonable.

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

Section 1. The recitals set forth above are incorporated into this Resolution as if fully restated herein.

Section 2. The Proposal of Gjovik Ford, Inc., in the form attached hereto and made a part hereof is hereby accepted; and, the Director of Public Works is hereby authorized to accept said Proposal for a term commencing upon acceptance and terminating April 30, 2024.

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

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

CITY CLERK

KEN KOCH _____

DAN TRANSIER _____

ARDEN JOE PLOCHER _____

CRAIG SOLING _____

CHRIS FUNKHOUSER _____

MATT MAREK _____

SEAVAR TARULIS _____

JASON PETERSON _____

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

MAYOR

Attest:

CITY CLERK

1. Company Information

Item 1 - Company Information

Name of Company. - Gjovik Ford, Inc.

Location 12950 E US Rte 34

Plano, 'L 60545

Website URL - www.gjovikford.com

Business Structure - an Illinois Corporation

Date Founded - May of 1990

Telephone Number 1 (630) 552-8058

There is no outstanding litigation that would threaten the viability of the Company or its ability to fulfill its obligation under this Contract.

Proof of Insurance See attached Certificate listing the Company's liability insurance coverages.
A Certificate of coverage naming the City as an additional insured is available upon request.

The Company can commence providing the services included in this Contract immediately upon acceptance of this Bid by the City.

Hours of Operation - Service: Mon - Fri 7:30 AM-6:00 PM Saturday – Closed

Business Office: Mon – Fri 8:00 AM- 5:00 PM Saturday – Closed

Sales Department: Mon – Fri 9:00 AM – 8:00 PM Saturday 9:00 AM – 6:00 PM

Attached hereto is a description of the Preventative Maintenance Services and Checklists that the Company shall provide to the City for its vehicles. Such services shall be provided by the Company only to the extent that they are consistent with the vehicle maintenance requirements established from time to time by the City. Also attached hereto are additional benefits and services which can be provided by the Company to the City on the maintenance of its vehicles under this Contract at NO ADDITIONAL CHARGE if requested by the City.

Bid of
Gjovik Ford, Inc
October 4, 2022

Vehicle Maintenance
Services
City of Yorkville



GJOVFOR-01

KSZATKO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AssuredPartners of IL, LLC dba Corkill Ins Agy
25 Northwest Point Blvd., Ste 625
Elk Grove Village, IL 60007

CONTACT

NAME:

PHONE

(A/C, No, Ext): (847) 758-1000

FAX

(A/C, No): (847) 758-1200

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED

Gjovik Ford, Inc.
12950 E US Route 34
Plano, IL 60545

INSURER A: West Bend Mutual

15350

INSURER B: Bloomington Compensation Insurance Company

12311

INSURER C: The Cincinnati Casualty Co.

28665

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
	OTHER:						
A	AUTOMOBILE LIABILITY			A880542	4/1/2022	4/1/2023	
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> GARAGE LIABILITY						
							COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			A880542	4/1/2022	4/1/2023	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						
	DED RETENTION \$						
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			10126707WC-1	4/1/2022	4/1/2023	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A						
	If yes, describe under DESCRIPTION OF OPERATIONS below						
A	Garagekeepers			A880542	4/1/2022	4/1/2023	
C	Excess Umbrella			EXS0610401	4/1/2022	4/1/2023	
							Policy Limit 750,000
							Limit 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
United City of Yorkville is an Additional Insured under Garage Liability (General Liability & Auto Liability equivalent) on a primary & non-contributory basis as required by written contract,

CERTIFICATE HOLDER

CANCELLATION

United City of Yorkville
800 Game Fram Rd.
Yorkville, IL 60560

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

2. Qualifications Proposed Services

Item 2 - Qualifications

Attached hereto please find a detailed list of the training certifications from Ford for the Company's parts and service team that will be performing the Company's obligations under this Contract, namely:

- a) Brian Redmond, Service Director, with 16 Ford certifications;
- b) Sheri Schwingle, Service Advisor, with 9 Ford certifications;
- c) Mike Kalis, Service Advisor, with 3 Ford certifications;
- d) Jessica Kallergis, Service Advisor, with 3 Ford certifications;
- e) Jay Wynn, Technician, with 20 Ford certifications;
- f) Andrew Bormet, Technician, with 19 Ford certifications;
- g) Josh Teusink, Technician, with 9 Ford certifications;
- h) Donald Pitkins, Technician, with 9 Ford certifications;
- i) Jake Theilk, Technician, with 16 Ford certifications;
- j) Brain Hawes, Technician, with 2 Ford certifications;
- k) Dan Hoagland, Technician, with 4 Ford certification;
- l) John Crofton, Technician
- m) Brian Palmgren, Parts Manager, with 8 Ford certifications;
- n) Mark Holly, Ass't Parts Manager, with 3 Ford certifications; and
- o) Joseph Guth, Parts Counterperson, with 5 Ford certification

Item 2 – Proposed Services (Cont'd)

Description of Preventative Maintenance Services, with Checklists, to be Performed by the Company on the City's Vehicles under the Contract

Preventive Maintenance Service Checklist: A preventative maintenance checklist shall be completed by the technician and attached to the invoice submitted to the Sheriff's Office for every vehicle serviced. The technician should include observations and explanations for any further needed repairs. The checklist shall address all of the following items:

1. Preventative Maintenance Checklist:

All preventative maintenance checks/inspections shall be conducted in accordance with original equipment manufacturer (OEM) specifications and recommendations. The below lists are not all inclusive and shall only be utilized as a guideline for vehicle inspections and items to be inspected or maintained.

1. Inspect the exterior of the vehicle for damage, check the windows/mirror for cracks or dings, and check that the license plates are secured on the front and rear.
2. Check operation of all factory installed directional signals and lights. This will include interior and exterior lights, however exclude all aftermarket police/emergency vehicle lights.
3. Visually check operation of all instruments and gauges.
4. Check operation of heat/defroster and air conditioner. Visually check all OEM interior knobs and handles (doors, locks, dash panel).
5. Check operation safety of equipment: horn and seat belts.
6. Check operation of the parking brake.
7. Check operation and lube the hood latch and door locks.
8. Check operation of the transmission and check the fluid level. Fill with the specified transmission fluid if needed, as suggested by the manufacturer.
9. Inspect the wiper blades and wiper arms. Fill the window wash reservoir, as needed.
10. Check the steering operation. Check the power steering fluid level and fill as needed.
11. Visually check for coolant leaks in the radiator or hoses. Tighten hose clamps as needed. Check the coolant level in the reservoir and fill as needed.
12. Check the battery water, remove and clean the battery cables and terminals if necessary.
13. Check condition of the engine mounts.
14. Check condition and tension of all belts and hoses.
15. Inspect and clean or replace the PVC valve, if needed.
16. Check fuel lines, hoses, and fittings for leaks and tighten as required.
17. Check operation of brakes and/or air brake system, and fluid levels, fill as needed. Visually inspect and clean the calipers, wheel cylinders, rotors, drums, and brake lining. Record the approximate front and rear remaining lining wear in mileage terms (5K + or 10K +). Brakes should be replaced if less than an estimated 5,000 miles remains in brake-lining life.
18. Drain and replace engine oil and filter every 6,000 miles
19. Inspect tire wear, tread depth and air pressure, fill if needed.
20. Inspect condition of wheels, lug nuts, and studs.
21. Check differential fluid level and fill as needed with manufacturer recommended fluid.

Bid of
Gjovik Ford, Inc
October 4, 2022

Vehicle Maintenance
Services
City of Yorkville

Item 2 – Proposed Services (Cont'd)

Description of Preventative Maintenance Services, with Checklists, to be Performed by the Company on the City's Vehicles under the Contract (Cont'd)

22. Inspect condition of drive line and U-joints. Lube as required.
23. Checks exhaust system for leaks
24. Lubricate (when required) and give suspension system "look and shake" inspection. Visually inspect the shocks for leaks.
25. Visually check condition of the frame and cross members.
26. Attach sticker that shows mileage of next service due (or as specified by owner's manual if under warranty). The sticker should be placed on windshield.
27. Check transfer case fluid level and fill as needed with manufacturer recommended fluid.
28. The technician must complete the comments section to explain any needed repairs or observations for all above items.

2. 50,000 mile service Checklist:

1. Preventative Maintenance ("PM") checklist items 1-9.
2. Perform a pressure check of the coolant system for leaks.
3. Change the air and fuel filters.
4. Perform a complete system check to include the ignition/timing, the charging voltage, charging amperage and the cranking amperage. The results must be recorded on the PM checklist.
5. Drain the transmission fluid, replace the filter, adjust the transmission bands and replace the pan gasket. Fill transmission with manufacturer required type and specified amount of transmission fluid. Road test should be performed to ensure the fluid is circulated and that the bands are adjusted properly to have a smoothly operating vehicle.
6. Replace all spark plugs and wires, distributor cap and rotor, and PVC valve with new OEM or better quality parts. Perform overhead service.
7. Drain coolant system and perform back flush to system. Replace coolant.
8. Remove thermostat and gasket and replace with new OEM or better quality part.
9. Pressure test coolant system, check for leaks and tighten all hose clamps and fittings.
10. A road test shall be performed for each preventive service performed for diagnosing problems, checking the effectiveness of repairs and for testing the overall operation of the vehicle.
11. The technician must complete the comments section to explain any needed repairs or observations for all above items.

3. 100,000 mile service Checklist:

1. PM checklist items 1-9 and 50,000 mile service checklist items.
2. When applicable, replace all spark plugs and wires, distributor cap and rotor, and PVC valve with new OEM or better quality parts. Perform overhead service.
3. Drain coolant system and perform back flush to system. Replace coolant.
4. Remove thermostat and gasket and replace with new OEM or better quality part.
5. Pressure test coolant system, check for leaks and tighten all hose clamps and fittings.
6. The technician must complete the comments section to explain any needed repairs or observations for all above items.

Bid of
Gjovik Ford, Inc
October 4, 2022

Vehicle Maintenance
Services
City of Yorkville

Item 2 – Proposed Services (Cont'd)

A. Additional Benefits and Services on the Maintenance of the City's Vehicles Available to the City under this Contract at No Extra Charge

1. If requested by the City, the Company shall, at NO CHARGE, use qualified drivers to pick-up and drop-off to and from the City's main facility at 800 Game Farm Road, Yorkville, IL all City vehicles to be serviced by the Company.
2. In lieu of state contract pricing, if requested by the City, the Company shall provide tires to the City at its cost plus \$15.00 per tire. Most of these tires would be in the Company's current tire inventory or would be available on the same or next day. If requested by the City, the Company shall maintain and store, on its premises, the tire inventory for the City's vehicles.
3. If requested by the City, the Company shall, at NO CHARGE, wash all City vehicles serviced by the Company before returning them to the City.
4. If requested by the City, an inspection-based Vehicle Check-Up Report Card together with a Schedule of Ford Recommended Future Maintenance Services shall be provided, at NO CHARGE, to the City for each Ford vehicle on all maintenance visits. These reports and schedules will allow the City to plan and budget for its current and future fleet maintenance needs. These reports and schedules shall also assist the City in ensuring that all the factory recommended maintenance services are being performed on their Ford vehicles on a timely basis.
5. Todd O'Reilly, the Company's General Manager, and Brian Redmond, the Company's Service Director, shall be jointly designated as the account managers for the City with 24/7 availability by cell phone or by direct line or by e-mail as follows:

Todd O'Reilly
Cell No: 1 (847) 970-8022
Direct Line: 1 (630) 925-7617
E-mail: toreilly@gjovikford.com

Brian Redmond
Cell No: 1 (630) 742-2463
Direct Line: 1 (630) 925-7602
E-mail: bredmond@gjovikford.com

If requested by the City, the Company shall also establish a dedicated e-mail address for the City for the exclusive use by the City to expedite direct communication to the Company. This dedicated e-mail address is: cityofyorkville@gjovikford.com

Item 2 - Proposed Services (Cont'd)

A. Additional Benefits and Services on the Maintenance of the City's Vehicles Available to the City under this Contract at No Extra Charge. (Cont'd)

6. AT NO CHARGE, the Company shall use its best efforts to provide the City with "after warranty" financial assistance from Ford on major repairs to the City's vehicles in accordance with guidelines established by Ford from time to time for its best commercial fleet customers utilizing the Company's excellent relationship with Ford.
7. AT NO CHARGE, Ford shall provide the City with a 2 year limited warranty, with unlimited mileage covering defects on most Ford parts that are installed by the Company on the City's vehicles
8. The Company maintains a fleet of over 40 new or near new Ford service loaner vehicles, including cars, SUVs, pickups and vans, which are available to City personnel, if requested, at NO CHARGE, for non-patrol use while their City vehicles are being repaired by the Company.
9. At the election of the City, the Company shall sell the City any Extended Service Plan available from Ford on eligible City vehicles at a price equal to the Company's cost from Ford for such plan plus a \$149.00 processing fee per plan. At the option of the City, the Company shall provide the City with a brief description of the Extended Service Plans available to the City from Ford on its vehicles together with the cost to the City for such plans

3. Staffing

Item 3 – Staffing

The Company has been an award-winning Ford dealership providing the highest levels of customer service and customer satisfaction since 1990. The Company currently operates from a brand new, state-of-the-art facility of approximately 33,800 square feet with the latest in service equipment and technology. The Company's new service department and its highly skilled Technicians are capable of working on any vehicle up to a series 750, 4-ton Medium Duty Truck. The Company is also the current holder of the President's Award from Ford, the most prestigious honor granted to a Ford dealership each year that recognizes outstanding achievement in sales, service, customer satisfaction and facility.

The Company also has a large, professional, experienced and highly qualified service, parts and management staff that is dedicated to perform the obligations of the Company under this Contract in a world class manner. In addition to their training certifications set forth in item 2 above, the background and experience of the entire parts and service staff is summarized below.

Todd O'Reilly became the General Manager of the Company in February of 2020. He currently oversees all of the sales, service and parts operations of the Company including, without limitation, the activities of the Company's Service Manager, Brian Redmond, and the activities of the Company's Parts Manager, Brian Palmgren. Todd is also one of the designated account managers for the City of Yorkville under this Contract. Todd has 48 years of experience working at several large auto and truck dealerships in various positions in the sales, service and parts departments. Since 1983, Todd has been an award winning, General Manager, or Executive Manager, for several large Ford and GM dealership groups where he effectively managed many large fleet and commercial truck departments. From 1993 to 2018, Todd was an award-winning Executive Manager and a significant owner of Al Piemonte Ford Sales in Melrose Park, IL. While there, he was instrumental in building the dealership into the largest commercial fleet dealership in the USA with many large government and non-government commercial fleet customers. Since 1983, Todd has also significantly increased the sales and service operations of each of the dealerships he has managed as General Manager or Executive Manager. He has also successfully raised the quality of the customer service provided by these dealerships to the highest, award-winning levels.

Brian Redmond is the award-winning Service Director of the Company. He oversees and manages all employees of the Company's service department including all service managers, service advisors, warranty administrators, technicians and porters. He also dispatches all service work to the Company's technicians. Brian is also the principal liaison between Company, Ford and the Company's service customers. Brian is also one of the designated account managers for the City of Yorkville under this Contract. Brian has over 22 years of experience at several Ford auto and truck dealerships as a warranty technician, service advisor, parts manager, service manager and service director. Brian has worked as an award-winning service manager and service director at the Company for over a year. Brian has also attained the 16 certifications from Ford that are detailed in item 2 above.

Item 3 – Staffing (Cont'd)

Sheri Schwingle, Jessica Kallergis and Mike Kalis are award-winning service advisors at the Company. They will handle all of the vehicle repair and maintenance requests of the City personnel under the Contract.

Sheri Schwingle has over 30 years of experience at several auto dealerships as a service advisor, warranty administrator and service manager. Sheri has worked as an award-winning service advisor at the Company for the last 10 years. Sheri has also attained the 9 certifications from Ford that are detailed in Item 2 above. Mike is a Army Staff Sergeant with over 6 years of active duty in the US Army. Mike also has over 16 years of experience at several auto dealerships as a service consultant and service advisor. Mike has worked as an award-winning service advisor at the Company for less than a year. Mike has also attained the 3 certifications from Ford that are detailed in Item 2 above.

Arthur (Jay)Wynn, Andrew Bormet, Joshua Teusink, Donald Pitkins, Jake Theilk, Brian Hawes, Dan Hoagland and John Crofton are the award-winning technicians of the Company that will perform the maintenance and repair service on the City's vehicles under this Contract. Arthur Wynn has over 25 years of experience at several Ford auto and truck dealerships as an auto and heavy duty truck technician. Arthur has been an award-winning Ford auto and heavy duty truck technician at the Company for 15 years. Arthur has also attained the 20 certifications from Ford that are detailed in Item 2 above. Andrew Bormet has over 18 years of experience at several Ford auto and truck dealerships as an auto and heavy duty truck technician. Andrew has been an award-winning Ford auto and heavy duty truck technician at the Company for 9 years. Andrew has also attained the 19 certifications for Ford that are detailed in Item 2 above. Joshua Teusink has over 20 years of experience at several Ford auto and truck dealerships as an auto and heavy duty truck technician. Joshua has been an award-winning Ford auto and heavy duty truck technician at the Company for 5 years. Joshua has also attained the 9 certifications from Ford that are detailed in Item 2 above. Donald Pitkins has over 40 years of experience at several Ford auto and truck dealerships as an auto and heavy duty truck technician. Donald has been an award-winning Ford auto and heavy duty truck technician at the Company for 30 years. Donald has also attained the 9 certifications from Ford that are detailed in Item 2 above. Jake Theilk has over 7 years of experience at several Ford auto and truck dealerships as an auto and heavy duty truck technician. Jake has been an award-winning Ford auto and heavy duty truck technician at the Company for a year. Jake has also attained the 9 certifications from Ford that are detailed in Item 2 above.

Brian Palmgren and Mark Holly are the award-winning Parts Manager and Assistant Parts Manager, respectively, for the Company. Brian and Mark are responsible for providing the parts and supplies to the Technicians of the Company who are performing the maintenance and repair services to the City's vehicles under this Contract. Brian Palmgren, the Parts Director of the Company has over 43 years of experience at several Ford auto and truck as a parts counterperson and parts manager.

Bid of
Gjovik Ford, Inc
October 4, 2022

Vehicle Maintenance
Services
City of Yorkville

Item 3 – Staffing (Cont'd)

Brian has been an award-winning Ford parts manager at the Company for 19 years. Brian has also attained the 8 certifications from Ford that are detailed in Item 2 above. Mark Holly, the Assistant Parts Manger at the Company, has many years of experience at several auto and truck dealerships as a service advisor, parts counterperson, and part manager. Mark has been an assistant parts manager at the Company for a year. Mark has also attained the 3 certifications from Ford that are detailed in Item 2 above.

4. Proposal Submittal Forms – Bidder Certifications

Bid of
Gjovik Ford, Inc
October 4, 2022

Vehicle Maintenance
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BIDDER CERTIFICATIONS

The undersigned Bidder;

- A. Certifies that it is not barred from contracting or contracting with the City as a result of a violation of either Paragraph 33E-3 (Bid rigging) or 33E-4 (Bid rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting; and
- B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes; and
- C. States that it has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4)) a copy of which shall be provided to the City upon request; and
- D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and agrees to comply with the Equal Employment Opportunity Clause, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference; and
- E. Agrees to comply with current applicable regulations of the Americans with Disabilities Act; and
- F. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965); and
- G. Agrees to provide a drug-free workplace pursuant to the Drug-Free Workplace Act (30 ILCS 580/1 et seq.) (25 or more employees under a contract of more than \$5,000 or for individuals only when greater than \$5,000).

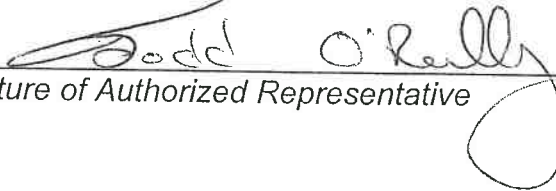
Gjovik Ford, Inc.

Business Name

Todd O'Reilly

Gen Manager

Printed Name of Bidder



Signature of Authorized Representative

08/14/2022

Date

5.Proposal Submittal Forms – Management Information Sheet

MANAGEMENT INFORMATION

Proposers and their subcontractor must have prior successful experience performing maintenance and repair services on automobiles, trucks and other vehicles, must be licensed to conduct business in the State of Illinois, and must possess all permits, licenses, certifications, approvals, equipment, materials, and staff necessary to perform and/or carry out the requirements of the contract. Please supply the information requested below. Attach additional sheets, if necessary, to provide required information.

<u>Gjovik Ford, Inc.</u>	
<i>Business Name</i>	
<u>12950 E US Rte 34</u>	<u>Plano, IL 60545</u>
<i>Address</i>	<i>City, State, Zip Code</i>
<u>Brian Redmond</u>	<u>630-925-7602</u>
<i>Contact Person</i>	<i>Telephone Number</i>

QUESTIONNAIRE:

Number of years company has been in the business of vehicle maintenance and repairs services:	32 since May of 1990
Number of repair employees:	8
Hours of operation:	Mon-Fri 7:30 am - 6:00 pm
Have you included copies of ASE Certified Master Mechanic certificates for your technicians?	Ford Motor Company Certified
Proximity to United City of Yorkville City Hall (800 Game Farm Road)	3.6 miles
Has your shop ever been a subject of Better Business Bureau action?	No
How many bays are available for vehicles?	17

5. Proposal Submittal Forms – Price Proposal

PRICE PROPOSAL

UNIT PRICE: Unit price should be numeric. Unit price left blank will be deemed "no bid" and a price of \$0 will be deemed "included at no charge."

GROUP #1 - CARS AND TRUCKS UP TO 1½ TON

Preventive Maintenance per Section 3.1

A	Indicate the actual Posted Shop Labor Rate	\$ 155.00
B	Percentage Discount from the Posted Shop Labor Rate	45 %
C	Discounted Hourly Shop Labor Rate	\$ 77.50 through 4/30/23 then 85.25 through 4/30/24

AND

Percentage Discount off the O.E.M. / MSRP List for parts	cost plus 17% through 4/30/23 then cost plus 20% through 4/30/24
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FLAT RATE SERVICES

No.	Description	Extended Cost
D	Alignment of Front Axle Only (complete)	\$69.00
E	Alignment of Front and Single Rear Axle (complete)	\$99.00
F	Oil Change (Up to 5 quarts of Oil and Oil Filter)	\$40.00
F.1	Synthetic Oil Change (Up to 5 quarts of Oil and Oil Filter)	\$68.00

GROUP #2 - TRUCKS OVER 1½ TON

Preventive Maintenance per Section 3.1

A	Indicate the actual Posted Shop Labor Rate	\$155.00
B	Percentage Discount from the Posted Shop Labor Rate	40%
C	Discounted Hourly Shop Labor Rate	\$93.00

AND		
Percentage Discount off the O.E.M. / MSRP List for parts		28% or cost plus 20%
FLAT RATE SERVICES		
No.	Description	Extended Cost
D	Alignment of Front Axle Only (complete)	\$ 99.00
E	Alignment of Front and Single Rear Axle (complete)	\$ 99.00
F	Oil Change (Up to 5 quarts of Oil and Oil Filter)	\$ 40.00
F.1	Synthetic Oil Change (Up to 5 quarts of Oil and Oil Filter)	\$ 68.00

The undersigned, having examined the specifications, and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

Gjovik Ford, Inc.
Business Name

Todd O'Reilly General Mgr.
Printed Name of Bidder

 OCT / 4 / 2022
Signature of Authorized Representative Date

6. Proposal Submittal Forms – Detail Exception Sheet

DETAIL EXCEPTION SHEET

Any exception must be clearly noted on this sheet. Failure to do so may be the reason for the rejection of the proposal. It is not our intention to prohibit any potential Bidder from contracting by virtue of the specifications, but to describe the material(s) and service(s) actually required.

the City reserves the right to accept or reject any or all exceptions.

Bidder's exceptions are:

Parts discount excludes remanufactured engine and transmission assemblies

No Saturday service hours

7. Proposal Submittal Forms - References

REFERENCES

Enter below current business references for whom you have performed work similar to that required by this proposal.

Reference No. 1

Kendall County Sherriff's Office
Business Name

1102 Cornell Lane
Address

Yorkville, IL 60560
City, State, Zip Code

Andy Peters
Contact Person

630-553-7500 ext 1136
Telephone Number

Aug 2017 to present
Dates of Service

Fleet Maintenance and warranty repairs
Nature of Work

Reference No. 2

Little Rock Fox Fire Protection
Business Name

300 Mitchell Dr.
Address

Plano, IL 60545
City, State, Zip Code

Dave Jordan
Contact Person

630-669-4984
Telephone Number

March 2005 to present
Dates of Service

Fleet Maintenance and warranty repairs
Nature of Work

Reference No. 3

Door Distributors, Inc.
Business Name

5429 W Roosevelt Rd.
Address

Cicero, IL 60804
City, State, Zip Code

Kevin Holmes
Contact Person

708-780-0777
Telephone Number

June 2018 to present
Dates of Service

Fleet Maintenance and repair
Nature of Work

8. Proposal Submittal Forms - Contract