



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, April 18, 2023

6:00 p.m.

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

Citizen Comments:

Minutes for Correction/Approval: March 21, 2023

New Business:

1. PW 2023-33 Water Reports for October 2022 – March 2023
2. PW 2023-34 Capital Improvement Projects Update
3. PW 2023-35 Quarterly Bond and Letter of Credit Reduction Summary
4. PW 2023-36 2023 Road to Better Roads - Contract Award
5. PW 2023-37 2023 Road to Better Roads - Construction Engineering Agreement
6. PW 2023-38 Fox Hill and Sunflower Estates Maintenance Service
7. PW 2023-39 Leak Detection Contract with M.E. Simpson
8. PW 2023-40 Single Axle Dump Truck Price Increase

Old Business:

Additional Business:

UNITED CITY OF YORKVILLE
WORKSHEET
PUBLIC WORKS COMMITTEE
Tuesday, April 18, 2023
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. March 21, 2023

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

NEW BUSINESS:

1. PW 2023-33 Water Reports for October 2022 – March 2023

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

2. PW 2023-34 Capital Improvement Projects Update

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

3. PW 2023-35 Quarterly Bond and Letter of Credit Reduction Summary

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

4. PW 2023-36 2023 Road to Better Roads – Contract Award

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

5. PW 2023-37 2023 Road to Better Roads – Construction Engineering Agreement

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

6. PW 2023-38 Fox Hill and Sunflower Estates Maintenance Service

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

7. PW 2023-39 Leak Detection Contract with M.E. Simpson

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

8. PW 2023-40 Single Axle Dump Truck Price Increase

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

ADDITIONAL BUSINESS:



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

Agenda Item Number

Minutes

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Public Works Committee – March 21, 2023

Meeting and Date: Public Works Committee – April 18, 2023

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, March 21, 2023, 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
Alderman Ken Koch

Alderman Joe Plocher (via Zoom)

Other City Officials

City Administrator Bart Olson
Assistant City Administrator Erin Willrett

Public Works Director Eric Dhuse
Engineer Brad Sanderson, EEI

Other Guests: None

The meeting was called to order at 6:00pm by Chairman Matt Marek. He recognized staff and acknowledged the remote attendance policy.

Citizen Comments: None

Previous Meeting Minutes: February 21, 2023

The minutes were approved as presented.

New Business:

1. PW 2023-24 Snow Operations Report

Mr. Dhuse said salt usage was down this year and about 450 tons remain in storage. He said there are about 1,000 tons at the county which can be stored there as long as necessary since the space was purchased.

2. PW 2023-25 Bristol Bay – Grant of Easement

Mr. Sanderson said the developer has requested an easement for drainage and stormwater. He noted that a plat of dedication referenced in the memo actually went to the county. He is seeking approval of the request which the Committee approved and it will move forward to the Council consent agenda.

3. PW 2023-26 Well No. 10 and Raw Water Main Agreement – Design Engineering

This is one of the first Lake Michigan water source expenses, said Mr. Olson. Well No. 10 will be located near the high school and will need to be designed. This well is needed to meet capacity before the hookup to Lake Michigan water and will also serve as the backup water source. He recommended approval for the amount of \$282,000 which is already budgeted for design work.

Alderman Koch asked how the high school location was chosen. Mr. Dhuse replied it is far enough away from the present Tower Lane well to not affect operations of the first well, but close enough to keep costs down. It

will be a well-head only with no building and will look like the well at Kennedy and Bristol Ridge Rd. Mr. Sanderson and Mr. Dhuse will meet with the school to discuss the location and this moves forward to the regular Public Works agenda.

4. PW 2023-27 Lake Michigan WIFIA Letter of Interest – Engineering Agreement

This is the first phase of the WIFIA loan process, said Mr. Olson. A formal application will come later after an invitation from the EPA and a letter of interest from the city. He is hopeful for an 80% loan. He met with the head underwriter in December and the city was encouraged to immediately apply. The WIFIA process requires many different steps and reports. The cost of this agreement is \$30,000 which is budgeted and will cover work with EEI as well as a national firm Stantec who has done work with Joliet on their project.

Chairman Marek asked if the city has worked with Stantec before. The city has worked with them on other projects and they have done several WIFIA projects. Stantec will eventually be taking the lead on the application with EEI supporting. Alderman Koch asked if the \$140 million will be the final number. It could be tweaked depending on inflation or other factors. This item will move forward to the consent agenda.

5. PW 2023-28 Seal Coat Machine Purchase

Director Dhuse said this machine should be very useful with the many trails and parking lots to maintain, all of which could be done on a 5-year rotation. He said the machine was budgeted last year, but was not available. If it is ordered now, sealcoating can be done this summer. This is a sole source bid with Sealmaster which is a nationwide company and there is a 8-week delivery time. Mr. Olson mentioned that Aldermen Funkhouser and Tarulis had some questions about this purchase and whether this maintenance should be done in-house or outsourced. Mr. Dhuse provided a financial analysis for a 5-year period showing in-house vs. outsourcing the work. Sealcoating operations would be determined by area, said Mr. Dhuse, and some of the newer areas may be done first to preserve them. This will move forward to the regular Public Works agenda.

6. PW 2023-29 Compact Wheel Loader Purchase

This smaller loader should be very useful for brush pickup/snow removal and make operations more efficient than with the skidsteer, said Mr. Dhuse. He said the skidsteer is still worth money, so the budget impact is not as great. This item is budgeted for FY24, but delivery would not come for 6 months. It is a single source purchase with Bobcat and the skidsteer would be traded, but the attachments kept. He said the Bobcat is much less expensive than other manufacturers. This item moves to the consent agenda.

7. PW 2023-30 Resolution in Support of the “Wyland Mayor's Challenge for Water Conservation”

Ms. Willrett said there is a resolution of support and this is the 6th year of participation. In 2018 the city placed 5th in their population category. Residents participate on line at no cost to them or the city and this challenge promotes conservation. There will be a press release on March 31 along with social media notifications. This moves to the consent agenda.

8. PW 2023-31 Lake Michigan Capital Improvement Plan- Overview

Mr. Olson said this is an overview of the project with explanations of the \$142 million cost from Mr. Dhuse and Mr. Sanderson. This plan will show general timing, costs and components of the project.

Mr. Sanderson said the IDNR allocation will occur this summer and the city is under contract for preliminary engineering work. This plan also contains the WIFIA application. He said there are certain commitments needed from the city such as annual water audit, annual leak detection, leak areas found last year will have watermain replacement work done this year, meter retrofits, corrosion control, subsequent study, transmission mains and buy-in costs for purchased line capacity at \$300,000 per year for 20-30 years after the system is connected.

Infrastructure items needed are delivery systems via large pipes and storage tanks by Grande Reserve and Raintree. Mr. Sanderson recommended moving forward with the storage tanks sooner than later to take

advantage of possible funding and because there are not many tank manufacturers. He said there is stiff competition for funding. The Joliet area alone is proposing 10-12 tanks. After these improvements are in place, the existing water treatment plant will be decommissioned, but the wells will be kept as backup. Mr. Sanderson also said metering of water is needed to monitor water losses. There will be an emergency backup connection on Galena Rd. to connect with Montgomery in case the pipelines malfunction.

Alderman Koch asked that staff provide a chart 2 to 3 times per year, similar to that in the packet, to monitor the costs. He asked when it will be decided when to raise the water rates. Mr. Olson said a bond would likely be issued next year and there will be water rate discussions with a goal to keep the Fund Balance at 25%. If the Fund Balance falls below 25%, the bond rating could be hurt and interest rates could rise. Mr. Koch asked about the time period for the bonds. Mr. Olson said they will vary and he briefly discussed timelines. Mr. Koch also asked if there would be a water rate increase each fiscal year and how Aldermen will be educated on that decision for public relations purposes. Mr. Olson said there will be special meetings or meetings over the summer. There will be fewer estimated reads and residents will see an increase immediately.

Mr. Olson said the hardest decision coming up will be the DuPage Water Commission IGA and Memorandum of Understanding to address buy-in costs. They will need a deposit and there will be a study with the three communities splitting the costs. He said Yorkville would likely pay more since the city is farther away.

Chairman Marek asked how many storage tanks Montgomery and Oswego will have. There will be at least two for each town and there could be solar panels on the tanks, said Mr. Olson.

Mr. Koch commented that the numbers in the chart are at the top end, however, Mr. Sanderson noted there is a large contingency and the numbers have inflation factors built in.

9. PW 2023-32 Water Department Transit Van Purchase

Mr. Dhuse said he located a Ford transit van after searching for a year. The meter installer will drive this instead of the large truck which will be used for heavy-duty jobs. This will help with gas mileage as well. The van is a sole source purchase since they cannot find one elsewhere. It is \$45,000 and two are actually budgeted. This moves to the consent agenda.

Old Business: None

Additional Business: None

There was no further business and the meeting adjourned at 6:52pm.

Minutes respectfully transcribed by
Marlys Young, Minute Taker



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 2023-33

Agenda Item Summary Memo

Title: Water Reports for October 2022 – March 2023

Meeting and Date: Public Works Committee – April 18, 2023

Synopsis: Monthly water reports as required by IEPA

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



United City of Yorkville

WATER DEPARTMENT REPORT

October
2022
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1394	795	370	15,615,000
7	1527	1125	485	14,121,000
8	1384	840	277	14,103,000
9	1368	861	346	11,442,000
TOTAL PUMPED				55,281,000

CURRENT MONTH'S PUMPAGE IS 6,704,000 GALLONS **LESS THAN LAST MONTH**

12,241,200 GALLONS **LESS THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,783,258 GALLONS

DAILY MAXIMUM PUMPED: 2,276,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 80.29 GALLONS

WATER TREATMENT:

CHLORINE: 1507 LBS. FED CALCULATED CONCENTRATION: 3.38 MG/L
FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: 0.73 MG/L
POLYPHOSPHATE: 1253 LBS. FED CALCULATED CONCENTRATION: .98 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: 22 NUMBER OF LEAKS OR BREAKS REPAIRED: 0

MXU'S: 22 BATTERIES REPLACED: _____

NEW CUSTOMERS:

RESIDENTIAL: 25 COMMERCIAL: _____ INDUSTRIAL/GOVERNMENTAL: _____

COMMENTS:



United City of Yorkville

WATER DEPARTMENT REPORT

November
2022
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1394	795	370	13,820,000
7	1527	1125	490	12,269,600
8	1384	840	289	11,853,000
9	1368	861	346	11,201,000
TOTAL PUMPED				49,143,600

CURRENT MONTH'S PUMPAGE IS 6,137,400 GALLONS **LESS THAN LAST MONTH**

1,914,600 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,638,120 GALLONS

DAILY MAXIMUM PUMPED: 2,014,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 73.61 GALLONS

WATER TREATMENT:

CHLORINE: 1351 LBS. FED CALCULATED CONCENTRATION: 3.41 MG/L
FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: 0.71 MG/L
POLYPHOSPHATE: 984 LBS. FED CALCULATED CONCENTRATION: .87 MG/L

WATER QUALITY:

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

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

MAINTENANCE:

NUMBER OF METERS REPLACED: 12 NUMBER OF LEAKS OR BREAKS REPAIRED: 0

MXU'S: _____ BATTERIES REPLACED: _____

NEW CUSTOMERS:

RESIDENTIAL: 10 COMMERCIAL: _____ INDUSTRIAL/GOVERNMENTAL: _____

COMMENTS:



United City of Yorkville

WATER DEPARTMENT REPORT

December
2022
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1394	795	375	11,595,000
7	1527	1125	485	12,295,800
8	1384	840	300	14,377,000
9	1368	861	334	12,123,000
TOTAL PUMPED				50,390,800

CURRENT MONTH'S PUMPAGE IS 1,247,200 GALLONS **MORE THAN LAST MONTH**

478,700 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,625,510 GALLONS

DAILY MAXIMUM PUMPED: 2,027,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 72.30 GALLONS

WATER TREATMENT:

CHLORINE: 1366 LBS. FED CALCULATED CONCENTRATION: 3.40 MG/L
FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: 0.71 MG/L
POLYPHOSPHATE: 914 LBS. FED CALCULATED CONCENTRATION: .80 MG/L

WATER QUALITY:

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

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

MAINTENANCE:

NUMBER OF METERS REPLACED: 19 NUMBER OF LEAKS OR BREAKS REPAIRED: 1

MXU'S: 3 BATTERIES REPLACED:

NEW CUSTOMERS:

RESIDENTIAL: 18 COMMERCIAL: 1 INDUSTRIAL/GOVERNMENTAL:

COMMENTS:



United City of Yorkville

WATER DEPARTMENT REPORT

January
2023
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1394	795	370	15,147,000
7	1527	1125	508	9,707,700
8	1384	840	300	13,387,000
9	1368	861	346	11,247,000
TOTAL PUMPED				49,488,700

CURRENT MONTH'S PUMPAGE IS 902,100 GALLONS **LESS THAN LAST MONTH**

1,433,300 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,596,410 GALLONS

DAILY MAXIMUM PUMPED: 2,080,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 66.35 GALLONS (Population changed from 21,500 to 23,000)

WATER TREATMENT:

CHLORINE: 1255 LBS. FED CALCULATED CONCENTRATION: 3.18 MG/L
FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: 0.71 MG/L
POLYPHOSPHATE: 950 LBS. FED CALCULATED CONCENTRATION: .84 MG/L

WATER QUALITY:

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

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

MAINTENANCE:

NUMBER OF METERS REPLACED: 73 NUMBER OF LEAKS OR BREAKS REPAIRED: _____

MXU'S: 3 BATTERIES REPLACED: _____

NEW CUSTOMERS:

RESIDENTIAL: 17 COMMERCIAL: _____ INDUSTRIAL/GOVERNMENTAL: _____

COMMENTS:



United City of Yorkville

WATER DEPARTMENT REPORT

February
2023
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1394	795	392	14,935,000
7	1527	1125	520	8,138,500
8	1384	840	300	11,606,000
9	1368	861	345	10,682,000
TOTAL PUMPED				45,361,500

CURRENT MONTH'S PUMPAGE IS 4,127,200 GALLONS **LESS THAN LAST MONTH**

866,900 GALLONS **LESS THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,620,054 GALLONS

DAILY MAXIMUM PUMPED: 2,121,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 67.13 GALLONS (Population 23,000)

WATER TREATMENT:

CHLORINE: 1109 LBS. FED CALCULATED CONCENTRATION: 3.08 MG/L
FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: 0.64 MG/L
POLYPHOSPHATE: 813 LBS. FED CALCULATED CONCENTRATION: .79 MG/L

WATER QUALITY:

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

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

MAINTENANCE:

NUMBER OF METERS REPLACED: 52 NUMBER OF LEAKS OR BREAKS REPAIRED: _____

MXU'S: 1 BATTERIES REPLACED: _____

NEW CUSTOMERS:

RESIDENTIAL: 23 COMMERCIAL: _____ INDUSTRIAL/GOVERNMENTAL: _____

COMMENTS:



United City of Yorkville

WATER DEPARTMENT REPORT

March
2023
MONTH / YEAR

WELLS

NO	WELL DEPTH (FEET)	PUMP DEPTH (FEET)	WATER ABOVE PUMP (FEET)	THIS MONTH'S PUMPAGE (GALLONS)
4	1394	795	392	23,251,000
7	1527	1125	520	0
8	1384	840	288	13,859,000
9	1368	861	346	13,030,000
TOTAL PUMPED				50,140,000

CURRENT MONTH'S PUMPAGE IS 651,300 GALLONS **MORE THAN LAST MONTH**

1,792,000 GALLONS **MORE THAN LAST YEAR**

DAILY AVERAGE PUMPED: 1,617,419 GALLONS

DAILY MAXIMUM PUMPED: 2,022,000 GALLONS

DAILY AVERAGE PER CAPITA USE: 66.55 GALLONS (Population 23,000)

WATER TREATMENT:

CHLORINE: 1144 LBS. FED CALCULATED CONCENTRATION: 2.89 MG/L
FLUORIDE: 0 LBS. FED MEASURED CONCENTRATION: 0.62 MG/L
POLYPHOSPHATE: 1038 LBS. FED CALCULATED CONCENTRATION: .92 MG/L

WATER QUALITY:

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

FLOURIDE: 3 SAMPLE(S) TAKEN CONCENTRATION: 0.63 MG/L

MAINTENANCE:

NUMBER OF METERS REPLACED: 38 NUMBER OF LEAKS OR BREAKS REPAIRED: _____

MXU'S: 4 BATTERIES REPLACED: _____

NEW CUSTOMERS:

RESIDENTIAL: 28 COMMERCIAL: _____ 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 2023-34

Agenda Item Summary Memo

Title: Capital Project Update

Meeting and Date: Public Works Committee – April 18, 2023

Synopsis: A status update on projects will be given.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Brad Sanderson
Name Department

Agenda Item Notes:



Memorandum

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

Date: March 31, 2023
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

Beaver Street BPS Generator

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

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

North Central EWST Rehabilitation

A preconstruction meeting is scheduled for April 4th.

Bristol Ridge Road LAFO

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

Corneils Road Interceptor

Work is approximately 75% complete as of the date of the memo. The contractor is beginning to perform restoration.

Well No. 7 Rehabilitation

The pump and motor, column piping and cable have all been removed. The pump must be replaced but all other equipment appears to be in good shape. The current target for well operation is in mid-May.

2023 Water Main Replacement Program

The contract has been awarded and it is expected to begin after May 1. The substantial completion date for the project is August 4th.

Baseline Road Improvements

The contract has been awarded and it is expected to begin after May 1. The completion date for the project is June 16th.

Planning/Design Projects

2023 RTBR Program

The letting was held on March 30th. Work is expected to begin after May 1. The substantial completion date for the project is August 11th.

Kennedy / Freedom Place Intersection Improvements

Design engineering has commenced. We are anticipating an April letting.

2023 Water Main Improvements – Contract B

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

Well 10 and Raw Water Main

Design engineering has commenced. We are anticipating a fall letting for the well and a spring 2024 letting for the raw water main.



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 2023-35

Agenda Item Summary Memo

Title: Bond/LOC Reduction Summary Through March 31, 2023

Meeting and Date: Public Works Committee – April 18, 2023

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



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: March 31, 2023
Subject: 2023 Bond/LOC Reduction Summary

Please see the attached reduction summary through March 31, 2023. If you have any questions, please let me know.

2023 Bond and Letter of Credit Reduction Report

[illegible]



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

Agenda Item Number

New Business #4

Tracking Number

PW 2023-36

Agenda Item Summary Memo

Title: 2023 Road to Better Roads Program

Meeting and Date: Public Works Committee – April 18, 2023

Synopsis: 2023 Road Program – Recommendation of Award

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: March 31, 2023
Subject: 2023 Road to Better Roads Program

Bids were received, opened, and tabulated for work to be done on the 2023 Road To Better Roads Program at 10:00 a.m., March 30, 2023. 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.

We recommend the acceptance of the Bid and approval of award be made to the low bidder, D. Construction, Inc. 1488 S. Broadway Coal City, IL 60416 in the total amount of **\$1,197,204.31**.

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

BID SUMMARY 2023 ROAD TO BETTER ROADS SECTION NO. 23-00000-00-GM UNITED CITY OF YORKVILLE		
BID TABULATION BIDS RECEIVED 10:00 A.M. 3/30/23	ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	BUILDERS PAVING 4413 Roosevelt Road Suite 108 Hillside, IL 60162
TOTAL BID	\$1,204,250.10	\$1,228,000.00
BID BOND	N/A	X
SIGNED BID	N/A	X
	D. CONSTRUCTION 1488 S. Broadway Coal City, IL 60416	GENEVA CONSTRUCTION P.O. Box 998 Aurora, IL 60507
TOTAL BID	\$1,197,204.31	\$1,305,625.76
BID BOND	X	X
SIGNED BID	X	X



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BID TABULATION 2023 ROAD TO BETTER ROADS SECTION NO. 23-00000-00-GM UNITED CITY OF YORKVILLE											
		BID TABULATION BIDS RECD 3/30/2023		D CONSTRUCTION, INC. 1488 S. Broadway Coal City, IL 60416		BUILDERS PAVING, LLC 4401 Roosevelt Road Hillside, IL 60162		GENEVA CONSTRUCTION P.O. Box 998 Aurora, IL 60507		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SUPPLEMENTAL WATERING	UNIT	10.0	\$ 220.00	\$ 2,200.00	\$ 0.01	\$ 0.10	\$ 0.01	\$ 0.10	\$ 10.00	\$ 100.00
2	BITUMINOUS MATERIALS (TACK COAT)	POUND	28946.0	\$ 0.01	\$ 289.46	\$ 0.01	\$ 289.46	\$ 0.01	\$ 289.46	\$ 0.10	\$ 2,894.60
3	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	413.0	\$ 0.01	\$ 4.13	\$ 15.00	\$ 6,195.00	\$ 18.00	\$ 7,434.00	\$ 15.00	\$ 6,195.00
4	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50	TON	3556.0	\$ 76.00	\$ 270,256.00	\$ 89.50	\$ 318,262.00	\$ 95.00	\$ 337,820.00	\$ 83.00	\$ 295,148.00
5	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	3686.0	\$ 76.50	\$ 281,979.00	\$ 93.00	\$ 342,798.00	\$ 95.00	\$ 350,170.00	\$ 83.00	\$ 305,938.00
6	SIDEWALK REMOVAL	SQ FT	5500.0	\$ 2.75	\$ 15,125.00	\$ 2.50	\$ 13,750.00	\$ 2.25	\$ 12,375.00	\$ 1.75	\$ 9,625.00
7	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SQ FT	5500.0	\$ 9.35	\$ 51,425.00	\$ 8.50	\$ 46,750.00	\$ 9.50	\$ 52,250.00	\$ 8.00	\$ 44,000.00
8	DETECTABLE WARNINGS	SQ FT	332.0	\$ 35.20	\$ 11,686.40	\$ 32.00	\$ 10,624.00	\$ 37.00	\$ 12,284.00	\$ 35.00	\$ 11,620.00
9	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	2010.0	\$ 44.00	\$ 88,440.00	\$ 40.00	\$ 80,400.00	\$ 50.00	\$ 100,500.00	\$ 42.00	\$ 84,420.00
10	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	SQ YD	32982.0	\$ 2.50	\$ 82,455.00	\$ 2.90	\$ 95,647.80	\$ 3.75	\$ 123,682.50	\$ 2.65	\$ 87,402.30
11	HOT-MIX ASPHALT SURFACE REMOVAL, 3"	SQ YD	9306.0	\$ 2.75	\$ 25,591.50	\$ 4.00	\$ 37,224.00	\$ 3.95	\$ 36,758.70	\$ 3.40	\$ 31,640.40
12	PARTIAL DEPTH PATCHING (SPECIAL)	SQ YD	427.0	\$ 45.00	\$ 19,215.00	\$ 25.00	\$ 10,675.00	\$ 32.75	\$ 13,984.25	\$ 35.00	\$ 14,945.00
13	ROUTING AND SEALING CRACKS	FOOT	19683.0	\$ 0.64	\$ 12,597.12	\$ 0.55	\$ 10,825.65	\$ 0.58	\$ 11,416.14	\$ 0.50	\$ 9,841.50
14	MANHOLES TO BE ADJUSTED	EACH	4.0	\$ 800.00	\$ 3,200.00	\$ 725.00	\$ 2,900.00	\$ 550.00	\$ 2,200.00	\$ 700.00	\$ 2,800.00
15	INLETS TO BE ADJUSTED	EACH	47.0	\$ 440.00	\$ 20,680.00	\$ 400.00	\$ 18,800.00	\$ 355.00	\$ 16,685.00	\$ 400.00	\$ 18,800.00
16	SANITARY MANHOLES TO BE ADJUSTED	EACH	1.0	\$ 880.00	\$ 880.00	\$ 800.00	\$ 800.00	\$ 1,300.00	\$ 1,300.00	\$ 1,200.00	\$ 1,200.00
17	TYPE 1 FRAME, OPEN LID	EACH	4.0	\$ 550.00	\$ 2,200.00	\$ 500.00	\$ 2,000.00	\$ 500.00	\$ 2,000.00	\$ 400.00	\$ 1,600.00
18	TYPE 3 FRAME AND GRATE	EACH	1.0	\$ 550.00	\$ 550.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
19	THERMOPLASTIC PAVEMENT MARKING - LETTERS & SYMBOLS	SQ FT	1307.0	\$ 6.05	\$ 7,907.35	\$ 5.50	\$ 7,188.50	\$ 5.00	\$ 6,535.00	\$ 5.00	\$ 6,535.00
20	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	27168.0	\$ 0.66	\$ 17,930.88	\$ 0.60	\$ 16,300.80	\$ 0.74	\$ 20,104.32	\$ 0.75	\$ 20,376.00
21	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	2266.0	\$ 0.99	\$ 2,243.34	\$ 0.90	\$ 2,039.40	\$ 1.25	\$ 2,832.50	\$ 1.40	\$ 3,172.40
22	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	2988.0	\$ 1.38	\$ 4,123.44	\$ 1.25	\$ 3,735.00	\$ 1.55	\$ 4,631.40	\$ 2.20	\$ 6,573.60
23	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	1093.0	\$ 3.03	\$ 3,311.79	\$ 2.75	\$ 3,005.75	\$ 2.50	\$ 2,732.50	\$ 3.00	\$ 3,279.00
24	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	458.0	\$ 5.50	\$ 2,519.00	\$ 5.00	\$ 2,290.00	\$ 5.00	\$ 2,290.00	\$ 5.00	\$ 2,290.00
25	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	273.0	\$ 5.94	\$ 1,621.62	\$ 5.40	\$ 1,474.20	\$ 6.00	\$ 1,638.00	\$ 10.00	\$ 2,730.00
26	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	2792.0	\$ 1.27	\$ 3,545.84	\$ 1.15	\$ 3,210.80	\$ 0.82	\$ 2,289.44	\$ 2.00	\$ 5,584.00
27	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT	4120.0	\$ 1.87	\$ 7,704.40	\$ 1.70	\$ 7,004.00	\$ 1.50	\$ 6,180.00	\$ 3.00	\$ 12,360.00
28	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	3183.0	\$ 2.97	\$ 9,453.51	\$ 2.70	\$ 8,594.10	\$ 3.00	\$ 9,549.00	\$ 6.00	\$ 19,098.00
29	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT	737.0	\$ 5.94	\$ 4,377.78	\$ 5.40	\$ 3,979.80	\$ 6.00	\$ 4,422.00	\$ 10.00	\$ 7,370.00
30	SHORT TERM PAVEMENT MARKINGS	FOOT	500.0	\$ 3.00	\$ 1,500.00	\$ 1.00	\$ 500.00	\$ 1.50	\$ 750.00	\$ 1.00	\$ 500.00
31	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	168.0	\$ 5.00	\$ 840.00	\$ 3.50	\$ 588.00	\$ 2.95	\$ 495.60	\$ 3.00	\$ 504.00



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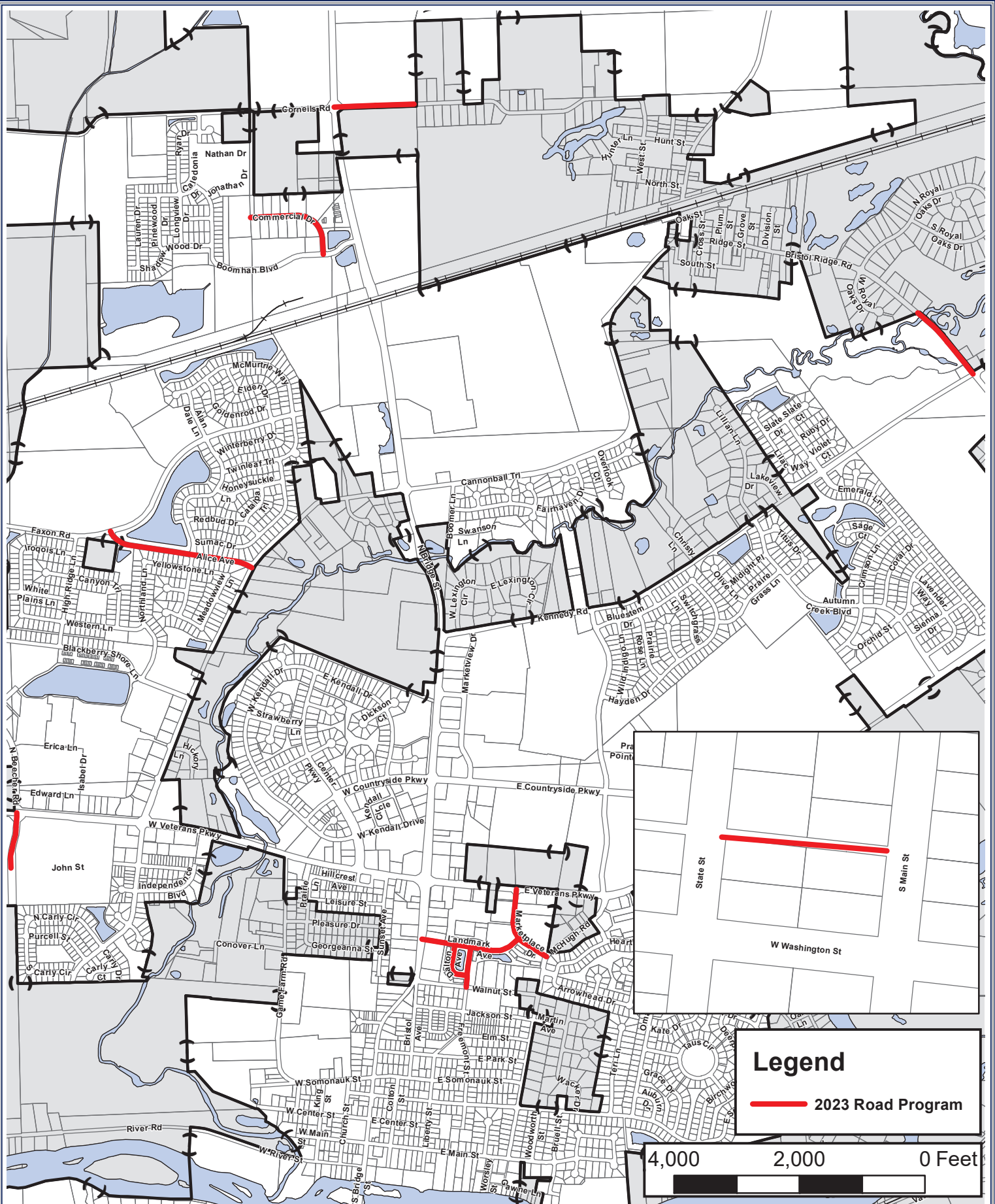
BID TABULATION 2023 ROAD TO BETTER ROADS SECTION NO. 23-00000-00-GM UNITED CITY OF YORKVILLE											
		BID TABULATION BIDS RECD 3/30/2023		D CONSTRUCTION, INC. 1488 S. Broadway Coal City, IL 60416		BUILDERS PAVING, LLC 4401 Roosevelt Road Hillside, IL 60162		GENEVA CONSTRUCTION P.O. Box 998 Aurora, IL 60507		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
32	AGGREGATE SURFACE REMOVAL, 4"	SQ YD	580.0	\$ 10.00	\$ 5,800.00	\$ 13.50	\$ 7,830.00	\$ 5.30	\$ 3,074.00	\$ 10.00	\$ 5,800.00
33	PREPARATION OF BASE	SQ YD	580.0	\$ 2.00	\$ 1,160.00	\$ 2.75	\$ 1,595.00	\$ 1.75	\$ 1,015.00	\$ 3.00	\$ 1,740.00
34	SODDING, SPECIAL	SQ YD	1151.0	\$ 16.25	\$ 18,703.75	\$ 14.75	\$ 16,977.25	\$ 14.75	\$ 16,977.25	\$ 15.00	\$ 17,265.00
35	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	117.0	\$ 57.00	\$ 6,669.00	\$ 65.00	\$ 7,605.00	\$ 44.00	\$ 5,148.00	\$ 50.00	\$ 5,850.00
36	RECESSED REFLECTIVE PAVEMENT MARKER	EACH	90.0	\$ 71.50	\$ 6,435.00	\$ 65.00	\$ 5,850.00	\$ 17.16	\$ 1,544.40	\$ 50.00	\$ 4,500.00
37	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	EACH	90.0	\$ 10.00	\$ 900.00	\$ 18.00	\$ 1,620.00	\$ 8.00	\$ 720.00	\$ 15.00	\$ 1,350.00
38	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1.0	\$ 15,000.00	\$ 15,000.00	\$ 12,655.19	\$ 12,655.19	\$ 16,932.00	\$ 16,932.00	\$ 30,000.00	\$ 30,000.00
39	EMULSIFIED MALTENE-BASED REJUVENATOR	SQ YD	75742.0	\$ 2.00	\$ 151,484.00	\$ 1.10	\$ 83,316.20	\$ 1.10	\$ 83,316.20	\$ 1.15	\$ 87,103.30
40	CRACK ROUTING (PAVEMENT)	FOOT	60000.0	\$ 0.03	\$ 1,800.00	\$ 0.02	\$ 1,200.00	\$ 0.02	\$ 1,200.00	\$ 0.01	\$ 600.00
41	CRACK FILLING	POUND	20000.0	\$ 1.67	\$ 33,400.00	\$ 1.55	\$ 31,000.00	\$ 1.48	\$ 29,600.00	\$ 1.55	\$ 31,000.00
TOTAL BASE BID (Items 1 - 41)					\$ 1,197,204.31		\$ 1,228,000.00		\$ 1,305,625.76		\$ 1,204,250.10

% BELOW/ABOVE ENGINEER'S ESTIMATE

-0.59%

1.97%

8.42%



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

EXHIBIT 1 - LOCATION MAP





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

Agenda Item Number

New Business #5

Tracking Number

PW 2023-37

Agenda Item Summary Memo

Title: 2023 Road to Better Roads – Construction Engineering Agreement

Meeting and Date: Public Works Committee – April 18, 2023

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:

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

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

A. Services:

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

B. Term:

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

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for as an Hourly Rate in the amount of \$85,989. The hourly rates for this project are shown in the attached 2023 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

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

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

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

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

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

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

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

Attachment D: Anticipated Project Schedule
Attachment E: Location Map
Attachment F: 2023 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 _____, 2023.

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 – Construction Engineering
United City of Yorkville**

Attachment A – Standard Terms & Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 - Construction Engineering**

Attachment B – Scope of Services

Construction Engineering:

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

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 - Construction Engineering						4/4/23		CJO

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPE 2	PE	SPT 2	SPT 1	ST	ADMIN	HOURS	COST
		PERSON										
		RATE	\$239	\$204	\$192	\$162	\$167	\$156	\$135	\$70		
DESIGN ENGINEERING												
3.1	Contract Administration		2	10	16	8				2	38	\$ 7,026
3.2	Construction Layout			2	8	16					26	\$ 4,536
3.3	Observation and Documentation		2	4	24	380				2	412	\$ 67,602
Insert Task Subtotal:			4	16	48	404	-	-	-	4	476	\$ 79,164
PROJECT TOTAL:			4	16	48	404	-	-	-	4	476	79,164

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 =	\$	-
Rubino (Material Testing) =	\$	3,900
Vehicle Charge (\$65/day) =	\$	2,925
DIRECT EXPENSES =	\$	6,825

LABOR SUMMARY

EEI Labor Expenses =	\$	79,164
TOTAL LABOR EXPENSES	\$	79,164

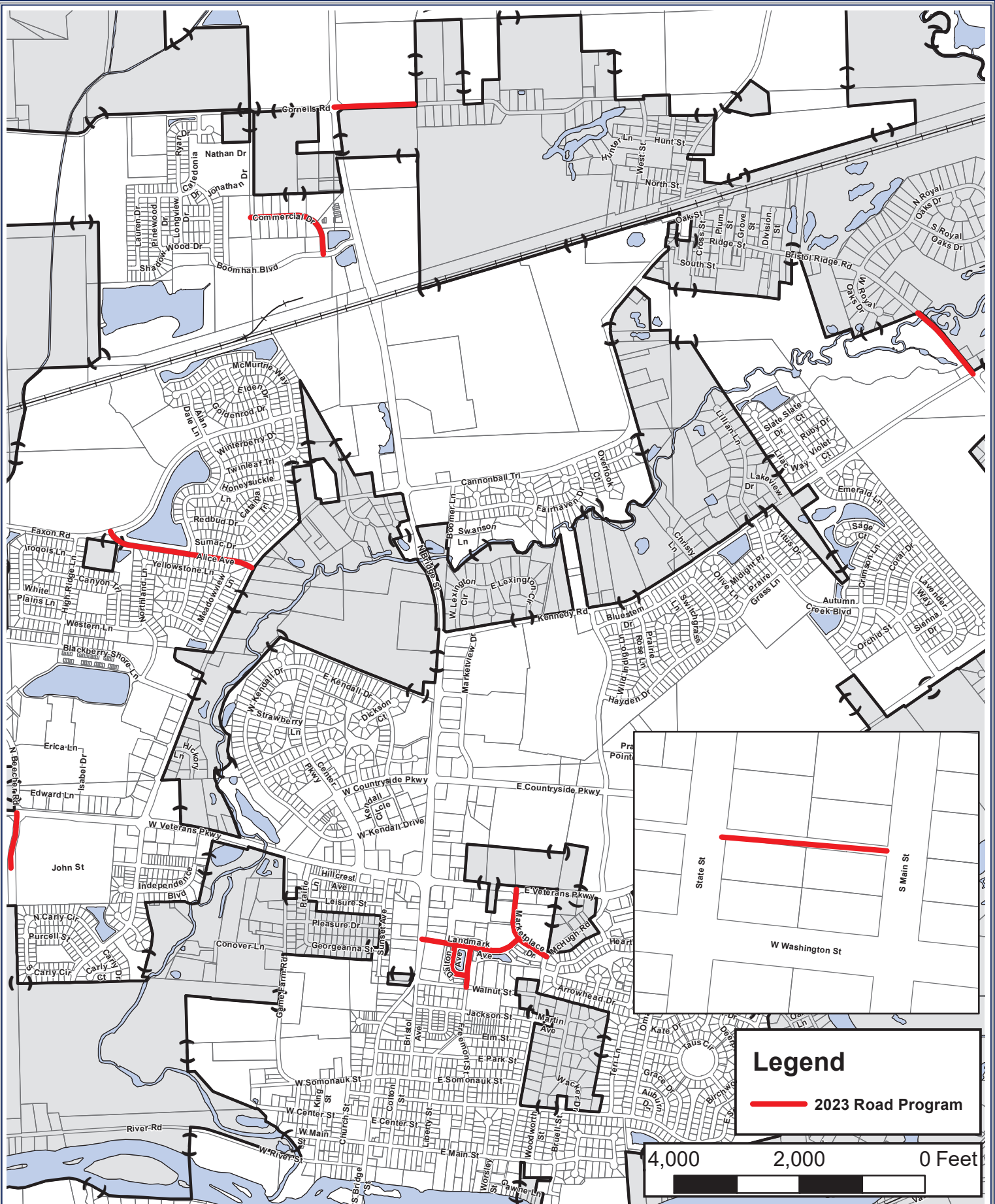
TOTAL COSTS	\$	85,989
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ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER							
United City of Yorkville		YO2239-P							
PROJECT TITLE		DATE					PREPARED BY		
2023 Road to Better Roads Program - Construction Engineering		4/4/23					CJO		
TASK NO.	TASK DESCRIPTION								
		2023							
		APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV
3.1	Contract Administration								
3.2	Construction Layout								
3.3	Observation and Documentation								





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

ATTACHMENT E 2023 PROPOSED RTBR PROGRAM LOCATION MAP





STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2023

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$239.00
Principal	E-3	\$234.00
Senior Project Manager	E-2	\$227.00
Project Manager	E-1	\$204.00
Senior Project Engineer/Surveyor II	P-6	\$192.00
Senior Project Engineer/Surveyor I	P-5	\$179.00
Project Engineer/Surveyor	P-4	\$162.00
Senior Engineer/Surveyor	P-3	\$149.00
Engineer/Surveyor	P-2	\$135.00
Associate Engineer/Surveyor	P-1	\$122.00
Senior Project Technician II	T-6	\$167.00
Senior Project Technician I	T-5	\$156.00
Project Technician	T-4	\$146.00
Senior Technician	T-3	\$135.00
Technician	T-2	\$122.00
Associate Technician	T-1	\$107.00
GIS Technician II	G-2	\$119.00
GIS Technician I	G-1	\$110.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Executive Administrative Assistant	A-4	\$ 75.00
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		\$ 216.00
Expert Testimony		\$ 271.00



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

Agenda Item Number

New Business #6

Tracking Number

PW 2023-38

Agenda Item Summary Memo

Title: Fox Hill and Sunflower SSA Area Mowing and Maintenance

Meeting and Date: Public Works Committee – April 18, 2023

Synopsis: RFP results for a 3-year contract to maintain SSA areas in Sunflower and

Fox Hill

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: April 11, 2023
Subject: Fox Hill and Sunflower SSA Mowing RFP Results

Summary

RFP results and a recommendation from staff to award a 3-year contract to Cox Landscaping of Yorkville for the mowing and maintenance of the Fox Hill and Sunflower SSA areas.

Background

We held a bid opening on April 7th for the mowing and maintenance of the Fox Hill and Sunflower SSA areas. We received five (5) bids, most of which were competitive. From those bids, staff is recommending Cox Landscaping from Yorkville. Cox Landscaping has been our contractor for the past 6 years for the Fox Hill and Sunflower SSA areas and has proven that they are reliable and trustworthy. We have very few complaints each year, and the areas are kept in good shape. They were not low bidder in every category for every year, but they were low bidder for most of the categories and were not that much higher in the few categories that they lost out on.

I have attached the bid tabulation form for your review. One significant item of note is the increase in the cost of the services. Costs will be double what we are paying on the current contract for mowing. Staff knew there was going to be an increase, but a 100% increase was not expected. I am working with Finance Director Fredrickson to adjust the budget to reflect this cost increase. This increase will cause the mowing cost to go from approximately \$3500-\$4000 per year to \$7000-\$7500 per year. This increase will more than likely result in an increase of each of the levies of these SSA areas.

Recommendation

Staff recommends awarding the 3-year contract to Cox Landscaping of Yorkville.

Fox Hill and Sunflower SSA Area Mowing and Maintenance Bid Tabulation Sheet

4/11/2023 ED

<div> <div>Cornerstone Partners</div> <div>PO Box 745</div> <div>St. Charles, IL 60174</div> </div>		<div> <div>Ramiro Guzman Landscaping Inc</div> <div>17146 S. Lily Cache Rd</div> <div>Plainfield, IL 60586</div> </div>		<div> <div>West Hauling and Landscaping</div> <div>918 Kensy Ct.</div> <div>Plano, IL 60545</div> </div>		<div> <div>Cox Landscaping</div> <div>204 E. Park</div> <div>Yorkville, IL 60560</div> </div>		<div> <div>Langston Group</div> <div>4510 Dean St.</div> <div>Woodstock, IL 60098</div> </div>	
Work Item	Cost	Work Item	Cost	Work Item	Cost	Work Item	Cost	Work Item	Cost
Mowing Fox Hill (Acre)		Mowing Fox Hill (Acre)		Mowing Fox Hill (Acre)		Mowing Fox Hill (Acre)		Mowing Fox Hill (Acre)	
2023-2024	\$79.00	2023-2024	\$125.00	2023-2024	\$65.00	2023-2024	\$50.00	2023-2024	\$50.40
2024-2025	\$83.00	2024-2025	\$135.00	2024-2025	\$66.00	2024-2025	\$50.00	2024-2025	\$51.92
2025-2026	\$88.00	2025-2026	\$140.00	2025-2026	\$67.00	2025-2026	\$60.00	2025-2026	\$53.48
Mowing Sunflower (Acre)		Mowing Sunflower (Acre)		Mowing Sunflower (Acre)		Mowing Sunflower (Acre)		Mowing Sunflower (Acre)	
2023-2024	\$79.00	2023-2024	\$130.00	2023-2024	\$65.00	2023-2024	\$50.00	2023-2024	\$50.40
2024-2025	\$83.00	2024-2025	\$140.00	2024-2025	\$66.00	2024-2025	\$50.00	2024-2025	\$51.92
2025-2026	\$88.00	2025-2026	\$150.00	2025-2026	\$67.00	2025-2026	\$60.00	2025-2026	\$53.48
General Maintenance (Hour)		General Maintenance (Hour)		General Maintenance (Hour)		General Maintenance (Hour)		General Maintenance (Hour)	
2023-2024	\$200.00	2023-2024	\$250.00	2023-2024	\$50.00	2023-2024	\$45.00	2023-2024	\$76.00
2024-2025	\$210.00	2024-2025	\$250.00	2024-2025	\$50.00	2024-2025	\$50.00	2024-2025	\$78.28
2025-2026	\$220.00	2025-2026	\$250.00	2025-2026	\$52.00	2025-2026	\$55.00	2025-2026	\$80.63
Debris Removal (Hour)		Debris Removal (Hour)		Debris Removal (Hour)		Debris Removal (Hour)		Debris Removal (Hour)	
2023-2024	\$200.00	2023-2024	\$250.00	2023-2024	\$50.00	2023-2024	\$45.00	2023-2024	\$76.00
2024-2025	\$210.00	2024-2025	\$250.00	2024-2025	\$50.00	2024-2025	\$50.00	2024-2025	\$78.28
2025-2026	\$220.00	2025-2026	\$250.00	2025-2026	\$52.00	2025-2026	\$55.00	2025-2026	\$80.63
Labor (Hour)		Labor (Hour)		Labor (Hour)		Labor (Hour)		Labor (Hour)	
2023-2024	\$200.00	2023-2024	\$65.00	2023-2024	\$50.00	2023-2024	\$45.00	2023-2024	\$76.00
2024-2025	\$210.00	2024-2025	\$65.00	2024-2025	\$50.00	2024-2025	\$50.00	2024-2025	\$78.28
2025-2026	\$220.00	2025-2026	\$65.00	2025-2026	\$52.00	2025-2026	\$55.00	2025-2026	\$80.63
Mulch (Yard)		Mulch (Yard)		Mulch (Yard)		Mulch (Yard)		Mulch (Yard)	
2023-2024	\$270.00	2023-2024	\$85.00	2023-2024	\$65.00	2023-2024	\$55.00	2023-2024	\$80.00
2024-2025	\$284.00	2024-2025	\$85.00	2024-2025	\$65.00	2024-2025	\$55.00	2024-2025	\$82.40
2025-2026	\$300.00	2025-2026	\$85.00	2025-2026	\$65.00	2025-2026	\$65.00	2025-2026	\$84.87
Low bid									



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 #7

Tracking Number

PW 2023-39

Agenda Item Summary Memo

Title: Leak Detection Proposal

Meeting and Date: Public Works Committee – April 18, 2023

Synopsis: Proposal from M.E. Simpson to survey all 156 miles of water mains for leaks

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Supermajority (6 out of 9)

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: April 12, 2023
Subject: Water Main Leak Detection Proposal

Summary

Staff is proposing the approval of a sole source contract from M.E. Simpson Company for a leak detection survey of all water mains in the city. This is part of our commitment to reduce our non-revenue water loss to get under the 10% threshold to receive Lake Michigan water.

Background

M.E. Simpson has been our water main lead detection contractor for the past 3 years. Their work is very thorough, and their leak detection has been spot on every time. This is very important when you are relying on someone to pinpoint a leak so you can dig it up and repair it with the least amount of damage. We would like to keep using M.E. Simpson for these services, they are reasonably priced, accurate, and perform the work in a timely manner.

This proposal is to perform leak detection on all 156 miles of city water main. Going forward, this will be standard practice each year to abide with the guidelines of the IDNR to help stay in compliance with a <10% non-revenue water loss. After this year, I hope to look at multiple year contracts to try and lock in a lower or steady price.

This work will hopefully take place through the early summer which will leave us time to perform needed repairs before winter.

The proposed cost to perform this work is \$37,440 which is \$240/mile of water main. This is only a \$10/mile or \$1560 increase over last years contract. This is approximately a 4% increase which is one of the lowest increases I have seen in a while.

Recommendation

I recommend the approval of the contract with M.E. Simpson in the amount of \$37,440.0



February 11, 2023

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

RE: PROPOSAL FOR A WATER DISTRIBUTION SYSTEM LEAK SURVEY

Dear Mr. Bauer

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

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

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Joe Nepras', is written over a faint, larger version of the same signature.

Joe Nepras
Regional Manager

Joe Nepras
Regional Manager

3406 Enterprise Avenue
Valparaiso, IN 46383

800.255.1521 P
888.531.2444 F

Joe.Nepras@mesimpson.com

SCOPE OF WORK

Water Distribution System Leak Survey

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

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

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

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

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

Equipment List

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

Quality Control and Accuracy of Leak Locations

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

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

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

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

Utility Observations

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

Final Reports, Documentations & Communications

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

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

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

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

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

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

Assumptions & Services Provided by the Utility

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

PROJECT SAFETY PLAN

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

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

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



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

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

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

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

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

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

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

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

INVESTMENT

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

M.E. Simpson Co., Inc. is pleased to present our "Proposal" for a Water Distribution System Leak Detection program for the City of Yorkville. M.E. Simpson Co., Inc. will perform our leak detection services on approximately **156** miles of watermain within the City of Yorkville's water distribution system. The survey will be completed by listening on the accessible main line valves, fire hydrants and as needed services by one of our two-man teams with all necessary equipment furnished by M.E. Simpson Co., Inc. as described within this document. The project will also include complete reporting of all issues found, with a final comprehensive report.

Option 1 - Entire System Leak Survey

Water Distribution System Leak Survey Program Fee (lump sum)	\$37,440.00*
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Option 2 - 2023 & 2024 Leak Survey ½ of City Annually

2023 Water Distribution ½ System Leak Survey Program Fee (lump sum)	\$18,720.00**
Leak Survey 78 Miles of City's Watermain in 2023	

2024 Water Distribution ½ System Leak Survey Program Fee (Lump Sum)	\$18,720.00**
Leak Survey 78 Miles of City's Watermain in 2024	

Option 2 Total	\$37,440.00**
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******Any water main surveyed in addition to the above **156** original miles of watermain will be surveyed at the rate of **\$240.00** per mile of pipe.

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



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 #8

Tracking Number

PW 2023-40

Agenda Item Summary Memo

Title: Single Axle Dump Truck Price Increase 4

Meeting and Date: Public Works Committee – April 18, 2023

Synopsis: Manufacturer is requesting a \$1,482 increase in the price of the truck that we have

Had on order since March of 2021

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: April 13, 2023
Subject: Single Axle Dump Truck Price Increase 4

Summary

We have had a single axle dump truck on order since March of 2021. The manufacturer of the truck is now asking for the 4th price increase on this yet to be built truck.

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.

The manufacturer is now increasing the price yet again another \$1482 which will bring the total price of the vehicle to \$129,927. The only bright spot is that our truck is scheduled for a July build. I don't know if I trust that date, but I hope its true. If it is true, we may be able to have this truck by the end of the year. The body builder usually takes about 6 months, but hopefully we can lessen that and get the truck in time for the start of the winter season.

Recommendation

I recommend the approval of the price increase of \$1482

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: 04/07/2023

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: _____



Peterbilt of Wisconsin, Inc. dba JX Truck Center

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

PURCHASE CONTRACT

Date: 04/07/2023
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#: 2133875	VIN:602436	2024 PETERBILT 548	Price:	\$127,788.00
		Extended Warranty		\$1,676.00
			Per Unit:	\$129,464.00

Total Price	\$129,464.00
Documentation Fee	\$300.00
Title Fee	\$155.00
Plate Fee	\$8.00
Total	\$129,927.00

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 second order dated, & approved 9/26/22

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