

United City of Yorkville

651 Prairie Pointe Drive Yorkville, Illinois 60560 Telephone: 630-553-4350

www.yorkville.il.us

AGENDA

PUBLIC WORKS COMMITTEE MEETING

Tuesday, June 20, 2023 6:00 p.m.

East Conference Room #337 651 Prairie Pointe Drive, Yorkville, IL

Citizen Comments:

Minutes for Correction/Approval: May 16, 2023

New Business:

- 1. PW 2023-51 Resolution Approving an Agreement By and Between the United City of Yorkville, Kendall County, Illinois and Illinois Railway, LLC
- 2. PW 2023-52 Public Works Facility Discussion Scope and Cost Comparisons
- 3. PW 2023-53 2023 Water Main Replacement Contract B Contract Award
- 4. PW 2023-54 2023 Water Main Replacement Contract B Construction Engineering Agreement
- 5. PW 2023-55 E. Main Street Improvements Balancing Change Order
- 6. PW 2023-56 Water Connection Fee Analysis and Recommendations

Old Business:

Additional Business:

UNITED CITY OF YORKVILLE

WORKSHEET

PUBLIC WORKS COMMITTEE Tuesday, June 20, 2023 6:00 PM

CITY HALL CONFERENCE ROOM

<u>CITIZEN COMMENTS</u> :
MINUTES FOR CORRECTION/APPROVAL:
1. May 16, 2023
☐ Approved
☐ As presented
☐ With corrections
NEW BUSINESS:
PW 2023-51 Resolution Approving an Agreement By and Between the United City of Yorkville, Kendall County, Illinois and Illinois Railway, LLC
☐ Moved forward to CC
☐ Approved by Committee
☐ Bring back to Committee
☐ Informational Item
□ Notes

2.	PW 2023-52 Public Works Facility Discussion – Scope and Cost Comparisons Moved forward to CC Approved by Committee Bring back to Committee Informational Item Notes
3.	PW 2023-53 2023 Water Main Replacement Contract B – Contract Award Moved forward to CC
	Approved by Committee Bring back to Committee Informational Item Notes
4.	PW 2023-54 2023 Water Main Replacement Contract B – Construction Engineering Agreement Moved forward to CC Approved by Committee Bring back to Committee Informational Item Notes

	W 2023-55 E. Main Street Improvements – Balancing Change Order
	Moved forward to CC
	Approved by Committee
	Bring back to Committee
	Informational Item
	Notes
	W 2023-56 Water Connection Fee Analysis and Recommendations
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Kendal County

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Legal	
Finance	
Engineer	
City Administrator	
Community Development	
Purchasing	
Police	
Public Works	
Parks and Recreation	

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Agenda	Item	Num	her

Minutes

Tracking Number

Aganda Itam Summary Mama

	Agend	ua item Summary Memo
Title: Minutes of the	Public Works Co	ommittee – May 16, 2023
Meeting and Date:	Public Works Con	ommittee – June 20, 2023
Synopsis:		
Council Action Prev	iously Tokon.	
Council Action 1 Tev	lously Takell.	
Date of Action:	Ac	Action Taken:
Item Number:		
Type of Vote Requir	red: Majority	
Council Action Req	uested: Committe	ee Approval
	-	
Submitted by:	Minute Take	zer
	Name	Department
	A	Agenda Item Notes:

UNITED CITY OF YORKVILLE PUBLIC WORKS COMMITTEE

Tuesday, May 16, 2023, 6:00pm Yorkville City Hall, Conference Room #337 651 Prairie Pointe Drive, Yorkville, IL

IN ATTENDANCE:

Committee Members

Chairman Ken Koch Alderman Rusty Corneils Alderman Craig Soling Alderman Matt Marek

Other City Officials

City Administrator Bart Olson Public Works Director Eric Dhuse Assistant City Administrator Erin Willrett Engineer Brad Sanderson, EEI

Other Guests:

Mike Krempski Dave Guss

The meeting was called to order at 6:00pm by Chairman Ken Koch.

Citizen Comments: None

Minutes for Correction/Approval: April 18, 2023

The minutes were approved as presented.

New Business:

1. PW 2023-41 Selection of Committee Liaisons

Alderman Koch volunteered to be the Park Board Liaison and Alderman Soling volunteered to be Liaison for YBSD and BKFD.

2. PW 2023-42 Easement for Contract A Water Main - 1308 Game Farm Road

Mr. Sanderson said an easement is needed for this water main project since the existing water main runs underneath the Hillside Rehab & Care Center building at this address. They have already signed off and executed the agreement and approval is recommended as it moves forth to City Council. The committee approved this for the consent agenda.

3. PW 2023-43 Heartland Meadows – Consideration of Acceptance

All the necessary punchlist and infrastructure work has been completed. A few sidewalks are not complete while lots are being constructed, but they should be done at the end of the 1-year maintenance period. If the sidewalks are not complete at that time, a separate bond will be requested. Mr. Sanderson recommended accepting the work. Alderman Corneils asked about the consequences if a separate bond is not issued. The existing bond would not be released in that case. Mr. Sanderson explained the process and said when the city accepts the improvements, Public Works then takes over. Then the 1-year guarantee begins and the developer would be responsible for fixing any problems found during an inspection. Mr. Olson said the city does not accept improvements until at least 70% of homes are complete and then the HOA will also take over. This item moves to the regular agenda.

4. PW 2023-44 2023 Sanitary Sewer Lining – Design and Construction Engineering Agreement
Mr. Olson reported there is much sanitary sewer line work to do for the budget of \$400,000. This agreement

covers the design and bids. The design is \$26,000 which includes sewer televising/cleaning and construction engineering is \$17,000. Mr. Dhuse said this work is for the Beecher Park area and includes the old main collectors from the north side. This agreement is with EEI and approval is recommended. The committee was OK with this agreement and it moves to the regular agenda.

5. PW 2023-45 2024 Water Main Replacement – Design Engineering Agreements

Mr. Olson said there are 2 agreements and over \$5 million of water main to replace next year, a combination of regular replacement in addition to Lake Michigan work. Staff believes there will be more lucrative bids if this work is split into 2 contracts. If packaged together, it may exclude smaller contractors from bidding on the jobs. The proposal is Contract A for \$172,070 and Contract B for \$168,437. They are for design engineering only and it would go out to bid in spring and be constructed in 2024. This moves to the regular agenda.

- 6. PW 2023-46 Grande Reserve Unit 13 Release of Guarantee
- 7. PW 2023-47 Grande Reserve Unit 14 Release of Guarantee
- 8. PW 2023-48 Grande Reserve Unit 23 Release of Guarantee

(These 3 items were discussed simultaneously as they are all related).

Mr. Sanderson said the units were accepted a year ago and all punchlist items are now complete. He recommended release of the final bond security. Some of the sidewalks are not complete and the developer put up a bond to cover all 3 units. EEI inspected the development and provided an estimate for the bond at \$45,000 total. Mr. Sanderson recommended release of the guarantee and these items move to the consent agenda.

9. PW 2023-49 Supplemental MFT Resolution for Bulk Rock Salt

Mr. Dhuse said the resolution will need to be signed to purchase the salt. He said 2,160 tons of salt are needed at a total cost of \$205,200. The amount of salt is more than last year. About 350 tons of salt are left from last year, 100 ton of which will go to the county building and the rest will go to the shop. Alderman Corneils asked how much is used in a season—Mr. Dhuse replied it is about 1,600 to 2,500 tons. Liquid brine is also used in the winter. In March, Mr. Dhuse must provide the state with an estimate of the salt needed. Mr. Olson explained that the state actually bids on the salt and the city pays the state bid amount. Mr. Dhuse said the city is allowed to take 20% more salt than requested and if more is needed, then another resolution must be authorized. He said MFT funds are used for salt. This item moves to the regular agenda.

10. PW 2023-50 Purchase and Sale of Vehicles

Public Works Director said it has been difficult finding needed vehicles. They have found a truck they wish to purchase for the water department, at a West Chicago dealer which will hold it 30 days. Money to purchase this would be from last year's budget. He also wishes to purchase an F550. The vendor believes it can be ready by winter. A 2007 truck will be disposed of at Oswego Auto Mart which has a history of getting a good price. This moves to the regular agenda.

Old Business:

Additional Business:

There was no further business and the meeting adjourned at 6:30 pm.

Minutes respectfully transcribed by Marlys Young, Minute Taker



Reviewed By:	Agenda Item Number
Legal Finance	New Business #1
Engineer City Administrator Community Development	Tracking Number
Purchasing Police	PW 2023-51
Public Works	

	Agenda Item	Summary Memo
Title: Poplar Drive R	ail Crossing Updated Cos	st Estimate
Meeting and Date:	Public Works Committee	– June 20, 2023
Synopsis: Updated co	ost from the railroad for t	ne reconstruction of the crossing at Poplar Dr.
Council Action Previ	ously Taken:	
Date of Action:	Action Ta	ken:
Item Number:		
Type of Vote Require	ed: Majority	
Council Action Requ	ested: Approval	
Submitted by:	Eric Dhuse	Public Works
	Name	Department
	Agenda l	tem Notes:



Memorandum

To: Public Works Committee

From: Eric Dhuse, Director of Public Works

CC: Bart Olson, City Administrator Date: June 13, 2023

Subject: Poplar Drive Rail Crossing Updated Cost

Summary

This was last seen by the city council in November of 2022. At that time, an agreement between the City and Illinois Railnet was approved via Resolution regarding the reconstruction of the at grade crossing at Poplar Drive in the River's Edge subdivision. Illinois Railnet is now ready to move forward with construction but needed to get updated pricing due to the length of time it has been since this was contemplated, and a change in the plans.

Background

The original agreement with the railroad from 2001 (attached) set forth the terms of improving the crossing at Poplar Drive. In the agreement, it was clearly stated that the Licensee (the City) would be responsible for all maintenance and upgrade costs.

In November of 2022, an agreement between the railroad and the city was approved by resolution outlining the reconstruction of the crossing. At that time, we had already approved \$200,000 as a budget number for the repair. Once the agreement was completed, the railroad solicited quotes for the repair. The first quote came in at ~\$142,000. Unfortunately, the railroad could not get all the materials needed in a timely fashion and had to account for a temporary roadbed to allow traffic to get through at all times. The railroad had hoped to construct the crossing a portion at a time which would allow traffic to use the other parts that were not under construction. Unfortunately, the tracks must be raised all at once instead of a section at a time. This means that a temporary roadbed will be constructed on the east side of the crossing to always allow residents access. The new quote came in at ~\$172,000 which is still within our budget number of \$200,000.

If the new cost estimate is approved by the City, the railroad wants to start construction as soon as possible to make sure the project is completed by the end of the construction season this year.

Recommendation

Staff recommends approval of the new cost estimate.

Resolution No. 2022-

RESOLUTION APPROVING AN AGREEMENT BY AND BETWEEN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS AND ILLINOIS RAILWAY, LLC

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

WHEREAS, the City has determined that in the interest of public safety, it believes it is necessary to replace the railroad crossing at Poplar Drive (the "*Project*") and has contacted Illinois Railway, LLC ("IR") which has the expertise in the development and construction of public infrastructure serving railroad property to undertake the necessary improvements; and,

WHEREAS, IR has agreed to undertake the Project on behalf of the City pursuant to the terms and conditions set forth in the Agreement attached hereto.

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

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

Section 2. The Agreement By and Between the United City of Yorkville, Kendall County, Illinois and Illinois Railway, LLC, for the Roadway Improvements at Popular Drive in the form attached hereto and made a part hereof is hereby approved and the Mayor and City Clerk are hereby authorized to execute and deliver said Agreement and to undertake or direct such actions as necessary to implements its terms.

approval as provided by law.	
Passed by the City Council of the U	nited City of Yorkville, Kendall County, Illinois this
day of, A.D. 20	022.
	CITY CLERK
KEN KOCH	DAN TRANSIER
ARDEN JOE PLOCHER	CRAIG SOLING
CHRIS FUNKHOUSER	MATT MAREK
SEAVER TARULIS	JASON PETERSON
APPDOVED by me as Mayor of th	ne United City of Yorkville, Kendall County, Illinois
this day of, A.l	
	MAYOR
Attest:	
CITY CLERK	



Memorandum

To: City Council

From: Bart Olson, City Administrator

CC:

Date: November 3, 2022

Subject: Agreement with Illinois Railway for Poplar Drive improvements

Summary

Consideration of an agreement with Illinois Railway covering improvements to be made to the Poplar Drive railroad crossing.

Background

This item was last discussed by the City Council during the FY 23 budget proposal. The City-Wide Capital Fund includes funding and a narrative covering the City's costs for improving the Poplar Drive railroad crossing. The railroad has let us know that they intend to improve portions of their rail line near Poplar Drive this year, and the City is responsible for covering the costs of the roadway crossing improvements, according to a 1998 crossing agreement (attached).

The cost of the improvements is expected to be around \$185,000 and the City has that amount covered in the FY 23 budget. Even though the project agreement makes reference to the railroad's capital budget and a 2022 Q4 timeline, they have already let us know that they do not expect to begin work until Spring 2023. We anticipate the work will take a few weeks, but the railroad intends to keep the crossing open to vehicular traffic

which includes appropriate funding within the City-Wide Capital Fund to complete the project contemplated in the attached agreement.

Recommendation

PUBLIC ROAD CROSSING AGREEMENT

THIS AGREEMENT, Made this 16th day of November, 2001 the "Effective Date", by and Illinois RailNet, Inc., a Delaware Corporation, whose mailing address is PMB 161, 11250-15 St. Augustine Road, Jacksonville, FL 32257-1147, hereinafter called "Railroad" party of the first part, and City of Yorkville, whose mailing address 800 Game Farm Road, Yorkville, IL 60560, hereinafter called "Licensee", party of the second part,

WITNESSETH:

Railroad, subject to the limitations herein, and of the covenants, terms, conditions and agreements herein to be kept and performed by Licensee, hereby grant to Licensee the right or license to construct, maintain and use a public road crossing at grade across the tracks, right-of-way, and property of Railroad, at or near Yorkville, Kendal County, State of Illinois, hereinafter called "Crossing", which extends across said right-of-way and intersects the center line of Railroad's tracks at 536.6 feet West Milepost 51, as shown Exhibit "A", attached hereto and made a part hereof, hereafter called "Crossing".

1. Definitions

- 1.1 The term "Licensee" herein shall include a corporation, association, partnership, governmental body or individual, as the case may be. The term Licensee" shall also include Licensee's agents, employees, servants, sublicensees and invitees. All words herein referring to Licensee shall be taken to be such number and gender as the context may require.
- 1.2 The term "Railroad", as used herein, shall include any other company or companies whose property at the aforesaid location may be leased or operated by the undersigned Railroad. The term "Railroad" shall be synonymous with and used in place of the term "Licensor" herein throughout. The term "Railroad" shall also include the servants, agents or employees of the undersigned Railroad.
- 1.3 The term "satisfactory" or "satisfaction" as used herein, shall mean approval by Railroad or it's designated representative.
- 1.4 The term "Crossing", as used herein, includes track crossings, approaches, railways, drainage facilities, warning devices, signal and wirelines, gates barricades, signs, appliances and ancillary facilities.
- 1.5 If this Agreement covers more than one crossing or more than one track, the terms "Crossing" and "track", as hereinafter used, shall be construed respectively as including any one or all of said crossings or tracks, as the context may require.
- 1.6 "Maintenance" shall include keeping all vegetation within the area(s) outlined in red on attached print and identified thereon as "sight clearance area(s)" cut to a height not exceeding two feet (2') above ground level, and keeping said "sight clearance area(s)" free of parked vehicles and other obstructions.
- 1.7 The "effective date" of this Agreement shall be the earlier of: (a) execution hereof by Railroad, or (b) installation of the Crossing.

IR Form 7422-C Revised January 1998

Agreement Number: IR-111601

2. Use, Limitations

2.1 The Crossing shall be used solely as a public crossing for the purpose of vehicular or pedestrian access to/from Licensee's adjacent land.

2.2 Railroad reserves and excepts unto itself the paramount right to continue to occupy, possess and use the area of the Crossings for any and all railroad purpose. Railroad shall not be obligated to make cuts in its trains for the Crossing.

3. Fees

3.1 Upon execution of this Agreement, Licensee shall pay Railroad:

The sum of Five Hundred Fifty U.S. Dollars (\$550), toward the administrative cost of preparing and processing this Agreement in addition to the one time license fee of Seven Hundred Fifty U.S. Dollars (\$750) on or before the Effective Date of this Agreement.

4. Construction, Maintenance

- 4.1 Crossing has been constructed, and hereafter shall be upgraded and maintained at the sole cost and expense of Licensee.
- 4.2 Licensee, at its sole cost and expense, shall construct and maintain all approachways, and keep such approachways in a brush and tree free condition that will not obstruct Crossing. Licensee shall keep the crossing at all times free and clear of all spilled materials, ice, snow, mud, debris and all obstructions to satisfaction of Railroad.
- 4.3 Licensee shall not interfere with, or permit its contractors to interfere with, the drainage of the Lessor's right-of-way and will provide culverts and/or construct such drainage facilities on each side of said Crossing.

5. Operational Safety

5.1 Licensee shall use and shall cause its agents, employees, family, servants, sublicensees and invitees to use the highest degree of care in the operation and use of said Crossing so as to avoid collisions and/or interference with operations of Railroad.

6. Term, Termination, Removal

6.1 This Agreement shall be and remain in effect as of the effective date first written above and shall continue in effect until terminated by either party given to the other thirty (30) days written notice of such termination.

7. Risk, Liability, Indemnity

7.1 Licensee, recognizing that Railroad's operations and any use of railroad property, tracks and right-of-way involves increased risks, expressly assumes all risk of loss and damage to, and waives any right to ask or demand damages for, Property of Licensee, or any part thereof, at the Crossing, including loss of or interference with the use of service thereof, regardless of cause.

IR Form 7422-C Revised January 1998 Agreement Number: IR-111601

- 7.2 Licensee, with the recognition above, and as further consideration for the grant of this crossing right, also assumes all liability for, and releases and agrees to defend, indemnify, protect and save Railroad harmless from and against:
 - A. all loss of or damage to any other property, including property in the care, custody or control of railroad and of third parties, now situated or which may be placed at the Crossing or adjacent thereto, and the loss of or interference with any use or services thereof; and
 - B. all loss and damage on account of injury to or death of any and all person (including but not limited to employees, invitees and patrons of the parties hereto) on the Crossing; and
 - C. all claims and liability for such loss and damage and cost and expenses thereof;

8. Insurance

- 8.1 Prior to commencement of any use of the Crossing, Licensee shall procure and shall thereafter maintain during continuance of this Agreement, at its sole cost and expense, Commercial General Liability (CGL) Insurance covering liability assumed by Licensee under this Agreement naming Licensor as additional insured and covering liability assumed by Licensee under this Agreement. Coverage of not less than Three Million U.S. Dollars (\$3,000,000) Combined Single Limit per occurrence, for bodily injury and property damage is recommended as a prudent minimum to protect Licensee's assumed obligations hereunder. The CGL policy shall be endorsed to provide for thirty (30) days notice in writing to Railroad at the address above, prior to termination of or change in the coverage provided.
- 8.2 If said CGL policy is written on a "Claims Made" basis rather than "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to arrange adequate reporting time shall be Licensee's sole risk.
- 8.3 Said Crossing shall not be opened for traffic until said CGL insurance coverage is placed in effect. In the event said CGL insurance is cancelled, or is allowed lapse Crossing shall be subject to immediate closure and removal by Railroad upon notice to Licensee.
- 8.4 Railroad may at any time request evidence of insurance purchased by Licensee to comply with this Article and may demand that Licensee purchase insurance deemed adequate by Railroad. Failure of Licensee to comply within thirty (30) days of Railroad's demand shall be an event of default subject to termination as provided for in Article 6.
- 8.5 Furnishing of insurance by Licensee shall not limit Licensee's liability under this Agreement, but shall be additional security therefor.

General Provisions

9.1 Neither this Agreement nor any provision hereof or agreement or provision included herein by reference shall operate or be construed as being for the benefit of any third person. 9.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of Railroad, and the heirs, legal representatives, successors or assigns of Licensee, as the case may be, but, this license is a personal privilege granted to Licensee and therefore no assignment sublease or sublicense hereof or of any rights or obligations hereunder shall be valid for any purpose without the prior written consent of Railroad.

10. Title

10.1 Licensee shall not at any time own or claim right, title or interest in or to Railroad's property occupied by Licensee's crossing, nor shall the exercise of this Agreement for any length of time rise to any title to said property, or any right or interest in Licensee other than the license created hereby.

11. Signals; Traffic Control

11.1 In the event that the need for automatic traffic control devices develop or are required by Licensee any Federal, State, County or Municipal Governmental agency, or by Railroad, the costs of such devices, the installation and continuing maintenance will be at the entire expense of Licensee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each of which shall be evidence of this Agreement but which shall constitute but one agreement, as of the day and year first above written.

Witness for Railroad:

Illinois RailNet, Inc.

By: A testing:

John A. Pustinger

Director-Real Estate

Witness for Licensee:

Its: Mayor

City of Yorkville

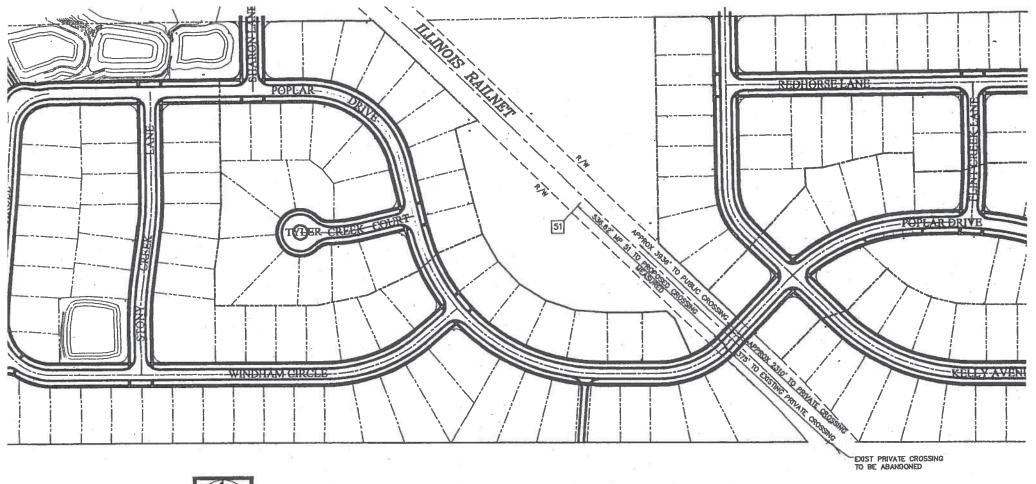
Tax Identification Number: E-9995894504

IR Form 7459-GC

APPLICATION FOR PUBLIC ROAD CROSSING

Application and plans must be approved and written authority received from the Railroad Company before construction is begun. Original and one copy of both application and drawing, along with a nonrefundable Application Fee in the amount of \$750.00 is to be submitted to: Illinois RailNet, Inc., PMB 161, 11250-15 St. Augustine Road, Jacksonville, FL 32257-1147.

1.	Complete legal name of applicant City of Yorkville, Illinois
	Address 610 Tower Lane
	City Yorkville State IL Zip 60560 Telephone (630) 553-4350
2.	If incorporated, name state
3.	Width desired 641
4.	Location of proposed crossing: 536.6 feet West from Milepost 51
	City Yorkville County Kendall State IL
5.	Must wires or other obstructions be raised for clearance? No
б.	State need for crossing, including frequency of use New subdivision ± 900 VPD
7.	Is other access available? No If property recently purchased, why was access not obtained from Seller? Existing private crossing only. Private crossing to be closed.
8.	Applicant must furnish map or sketch indicating the above, as well as distance to nearest crossing on each side of proposed new crossing; also any drainage pipes to be placed in Railroad's ditches.
9.	Is track in cut of fill? cut If so, what height? ± 2 ' Number of tracks to be crossed? 1 Is track on curve or tangent? tangent
10.	Will automatic protection devices be required? Yes No Gates are not required per ICC criteria but four (4) quadrant gates will be provided. Non-refundable Application Fee in the amount of \$750.00 is attached.
	Signed: M. J Grand

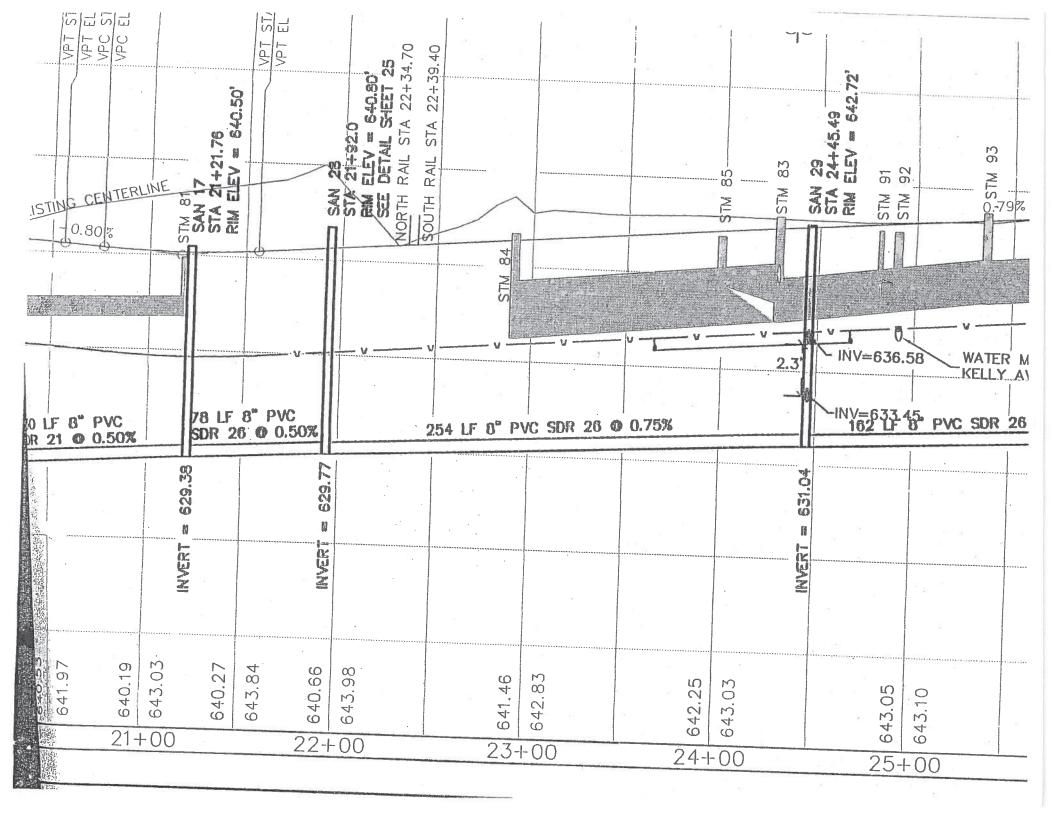




LOCATION MAP

SCALE 1"=200"





BID



BID

Street Address: 408 River Avenue

P: (815) 993-8340

mail:

City, State ZIP Code: Streator, IL 61364

F:(848) 210-8594

cctrackworks@hotmail.com

C&C BID #:

PROJECT: BID Date: 4/12/2023

220203-2

Address: Illinois Railway

To: Ruben Camacho

430 West Madison Street Ottawa, Illinois 61350

BID Date: 4/12/2023
BID: To supply labor, supervision, tools, equipment, and taxes and insurance to perform the following work in Yorkville, IL Poplar Drive crossing

rehab.

Item	Description	Units	Quantity	U	nit Price		Price
1	Site Excavation: 1. Saw cut both sides of the existing roadway surface, parallel to rail, on a line that is twenty-five (25) feet off each rail. 2. Remove the existing roadway and sidewalk surfaces covering track. 3. Remove 80 track feet of track, centered on the roadway centerline. 4. Excavate 80 feet where the rail has been removed. The excavation will be a minimum of 12' wide, and to a depth that is approximately 2.5' feet below the existing Roadway elevation.	Each	1	\$	41,056.40	\$	41,056.40
2	Construct and Install Crossing: 1. Construct 80' track panel and box anchor every tie. 2. Clean ditches out to ensure proper drainage into and out of existing culverts. 3. Install 8" of Sub-ballast (CA-6 in 4" lifts, compacting each lift. 4. Install 8" of ballast (CA-1), in 4" lifts compacting each lift. CA-1 (3") (mimimum 12" ballast under the ties) 5. Install 80' track panel. 6. Raise track in roadway and 300' each end of crossing 4" above road surface. Run in and run out not to exceed 1/2" in 39 feet. 7. Install concrete panels per manufacturers spectifications. 8. Box anchor every tie 195 feet from cuts on both ends of panel. 9. Make 6 welds as needed. 10. Move materials to and from site.	Each	1	\$	54,723.24	\$	54,723.24
3	Traffic Control: Put up traffic controls and place public notifications as needed.	Each	1	\$	5,500.00	\$	5,500.00
4	Roadway Approaches: Asphalt roadway surface to meet new crossing surface per IDOT roadway specifications. Contractor supplies asphalt.	Each	1	\$	10,175.00	\$	10,175.00
5	Sidewalks and Curbing: Replace concrete sidewalks on both sides of road in kind. Adhereing to ADA specifications (approximately 80').	Lot	1	\$	9,482.00	\$	9,482.00
6	Site clean up: Clean and dress entire work zone, disposing of all panels, timber, cross ties, asphalt, debris, etc.	Each	1	\$	4,400.00	\$	4,400.00
7	Mobilization/Demobilization: 1 Backhoe, 1 Tamper, 1 Regulator, 1 Roller, 1 Rotary Dump, Excavator.	LS	1	\$	16,445.00	\$	16,445.00
8						\$	-
9						\$	-
10				\$	-	\$	-
11				\$	-	\$	-
13				\$	-	\$	-
railroad s by contra side wall this bid. roadway	NOTE: Contractor will supply all weld kits, asphalt and concrete as well as utility locates with exception of railroad signals. Railroad will supply all other materials but materials will be moved to site from material yard by contractor. Railroad to locate signal wires and test signals when complete. "D" Construction will be doing all side walk removal and construction as well as asphalt work and signage. D Construction costs are included in this bid. NOTE: Since there is no other entrance or exit to the sub division the road will have at least 9' of roadway open at all times as agreed to by the Contractor, Railroad, and City of Yorkville. City is to provide all required city permits and public notices. NOTE: Prices are firm for 30 days and upon acceptance of bid by all						141,781.64



BID



BID

Street Address: 408 River Avenue

P: (815) 993-8340

Email:

City, State ZIP Code: Streator, IL 61364

F:(848) 210-8594

cctrackworks@hotmail.com

To: Ruben Camacho Address: Illinois Railway

C&C BID #: 220203-2R C205888

PROJECT:

430 West Madison Street Ottawa, Illinois 61350

BID Date: 4/12/2023

BID: To supply labor, supervision, tools, equipment, and taxes and insurance to perform the following work in Yorkville, IL Poplar Drive crossing

rehab.

ltem	Description	Units	Quantity	Unit Price	Price
1	Site Excavation: 1. Saw cut both sides of the existing roadway surface, parallel to rail, on a line that is twenty-five (25) feet off each rail. 2. Remove the existing roadway and sidewalk surfaces covering track. 3. Remove 80 track feet of track, centered on the roadway centerline. 4. Excavate 80 feet where the rail has been removed. The excavation will be a minimum of 12' wide, and to a depth that is approximately 2.5' feet below the existing Roadway elevation.	Each	1	\$ 41,056.40	\$ 41,056.40
2	Construct and Install Crossing: 1. Construct 80' track panel and box anchor every tie. 2. Clean ditches out to ensure proper drainage into and out of existing culverts. 3. Install 8" of Sub-ballast (CA-6 in 4" lifts, compacting each lift. 4. Install 8" of ballast (CA-1), in 4" lifts compacting each lift. CA-1 (3") (mimimum 12" ballast under the ties) 5. Install 80' track panel. 6. Raise track in roadway and 300' each end of crossing 4" above road surface. Run in and run out not to exceed 1/2" in 39 feet. 7. Install concrete panels per manufacturers spectifications. 8. Box anchor every tie 195 feet from cuts on both ends of panel. 9. Make 6 welds as needed. 10. Move materials to and from site.	Each	1	\$ 54,723.24	\$ 54,723.24
3	Traffic Control: Put up traffic controls and place public notifications as needed.	Each	1	\$ 5,500.00	\$ 5,500.00
4	Roadway Approaches: Asphalt roadway surface to meet new crossing surface per IDOT roadway specifications. Contractor supplies asphalt.		1	\$ 10,175.00	\$ 10,175.00
5	Sidewalks and Curbing: Replace concrete sidewalks on both sides of road in kind. Adhereing to ADA specifications (approximately 80'). Site clean up: Clean and dress entire work zone, disposing of all panels.		1	\$ 9,482.00	\$ 9,482.00
6	surface per IDOT roadway specifications. Contractor supplies asphalt. Sidewalks and Curbing: Replace concrete sidewalks on both sides of road in kind. Adhereing to ADA specifications (approximately 80'). Site clean up: Clean and dress entire work zone, disposing of all panels, timber, cross ties, asphalt, debris, etc. Mobilization/Demobilization: 1 Backhoe, 1 Tamper, 1 Regulator, 1 Roller,		1	\$ 4,400.00	\$ 4,400.00
7	timber, cross ties, asphalt, debris, etc.		1	\$ 26,840.00	\$ 26,840.00
8	Temporary road construction/clean up		1	\$ 19,992.00	\$ 19,992.00
9					\$ -
10				\$ -	\$ -
11				\$ -	\$ -
13				\$ -	\$ -
railroad by contra side wall this bid. roadway	Contractor will supply all weld kits, asphalt and concrete as well as utility locates signals. Railroad will supply all other materials but materials will be moved to site actor. Railroad to locate signal wires and test signals when complete. "D" Construction is removal and construction as well as asphalt work and signage. D Construction NOTE: Since there is no other entrance or exit to the sub division the road will he open at all times as agreed to by the Contractor, Railroad, and City of Yorkville. city permits and public notices. NOTE: Prices are firm for 30 days and upon account of the sub-division that	TOTAL	\$ 172,168.64		





Legal [
Finance Engineer City Administrator Community Development Purchasing Police Public Works Parks and Recreation	

Agenda Item Number
New Business #2
Tracking Number
PW 2023-52

Agenda Item Summary Memo

Title: Public Work	s Facility – Scope and Costs Co	mparisons
Meeting and Date:	Public Works Committee – Ju	une 20, 2023
Synopsis:		
	cil Action Previously Taken: of Action: Action Taken:	
Council Action Pre	eviously Taken:	
Date of Action:	Action Taken	:
Item Number:		
Type of Vote Requ	ired: Informational	
Council Action Rec	quested: None	
Submitted by:		
		•
	ction Previously Taken: tion: Action Taken: Deer: ote Required: Informational ction Requested: None by: Bart Olson Administration Name Department	



Memorandum

To: City Council

From: Bart Olson, City Administrator

CC: Date:

: June 14, 2023

Subject: Public Works facility – scope and cost comparisons

Summary

Review of the current plans for a public maintenance facility, and comparison to other regional public maintenance facilities.

Background

This item was last discussed by the City Council in December 2022 and the Public Works Committee in January 2023. At that time, the City Council reviewed a space needs analysis and cost estimate from Kluber outlining two facilities at the ~\$24m (smaller garage, no room for growth) and ~\$30m (larger garage, room for growth). Questions posed by the City Council indicated a desire to study how Yorkville's projected costs were different from the facility being built by Montgomery, among other regional projects.

Chris Hansen of Kluber is expected to be present at the June PW Committee to answer questions, and he has prepared a mini-analysis of other regional public maintenance facility for our use. That analysis is attached, and in general shows that the City's current design is slightly higher on a per square footage basis than a few other recently constructed facilities. My conversation with Chris noted a few further points on that discrepancy:

- 1) We are in early design stage, and we have done no value engineering. Value engineering would typically occur during detailed design and as we are approaching the bidding phase. For instance, Montgomery was able to value engineer certain components of their building and cut out \$1.3m in costs.
 - a. Alderman Funkhouser had questioned whether the long, narrow L shaped layout of the building made sense operationally and whether it was costefficient to do so. Kluber has begun to look at consolidating the footprint of the building and thinks we could cut several hundred thousand dollars of cost out of the project if we consolidated the footprint. This would have to be studied in further depth during the next design phase in the project to see if there are any operational compromises.
- 2) Yorkville's apples-to-apples cost comparison with the Montgomery cost amounts publicized in the news articles is the "Item F" in each cost estimate. For instance, the the "\$30m" Yorkville option is all-in (furniture, design, contingencies, architect fees, etc). The Item F on the Yorkville building option at \$30m and 87,000 sf building is the \$22,072,945 to \$23,560,134 value and would be compared to Montgomery's

- 74,000 square foot building priced at \$17,103,252 to \$17,787,382. So, Yorkville's project is not double the cost of Montgomery's project.
- 3) The ~\$15.8m Montgomery facility is smaller than Yorkville's proposed smaller-option facility by 13,000 square feet. One reason for this reduced footprint is that Montgomery does not have a Parks Department. To note, the value reflected in the analysis (\$17.7m) takes the Montgomery cost and factors in construction and labor inflation since the bid was taken.
- 4) Montgomery has an existing Public Works facility that they are *keeping*. So, this 74,000 sf facility being constructed is their second public maintenance building. Montgomery's first facility already has a salt shed, fuel station, and material storage bins so they are not constructing these at their newer facility. We recommend to build those three items in the new Yorkville facility at an estimated cost of \$1.1m. If we backed those three items out of the Yorkville project, Yorkville's square footage cost would be lower than Montgomery's.

Recommendation

This is an informational item.

United City of Yorkville - Public Works Project

Project: United City of Yorkville - Public Works Study

Owner: United City of Yorkville

 Date:
 1/27/2023

 Proj. No.:
 1370

Est. By: CJH, KAS, SKF, RDW



Project	Size of Building (SF)	Year	Site Cost Included in Construction Cost Figures At Right? Y/N	Construction Cost of Work Only. Soft Cost Not Included	Adjusted Cost for 2023	Cost per SF	Notes	Kluber Project Number
Lockport Public Works Facility	27,250	2007	Yes	\$ 4,483,807.00	\$ 6,564,764.74	\$ 241	Incl. Site Dev., Salt & Materials Storage Bldgs. Does not include fuel island.	Kluber Project: 486
South Elgin Public Works & Salt Dome	51,000	2016	Yes	\$ 8,216,750.00	\$ 11,635,480.68	\$ 228	Incl. Site Dev., Salt & Materials Storage Bldgs. Does not include fuel island.	Kluber Project 988
Fox River Grove Public Works & Salt Dome	15,500	2017	Yes	\$ 3,207,596.00	\$ 4,527,346.67		Incl. Salt Storage Bldg. Does not include fuel island. Includes 400K For underground fire suppression tank and complex site retaining wall system.	Kluber Project: 978
Pingree Grove Public Works & Village Hall	26,650	2019	Yes	\$ 4,324,000.00	\$ 6,024,821.50	\$ 226	Building construction cost only. No salt dome, materials storage or fuel island.	Kluber Project: 1166
Montgomery Public Works	74,000	2022	Yes	\$ 17,103,252.00	\$ 17,787,382.08	\$ 240	Original bid was \$17,103,252 = \$231/SF in 2022. Added 4% for Union Increase expected in May 2023 to get to 2023 dollars. CM Value Engineered Project down \$1,303,232. Final project total is \$15,800,020 per public records + 4% for expected May union rate increase = \$16,432,020 = \$222/SF. Public records do not indicate if a fuel station, salt dome or material storage bins are included in this number.	
United City of Yorkville - Proposed Project	87,524	2023	Yes	\$ 22,072,945	\$ 22,072,945	\$ 252	Includes site development, fuel station, salt structure and materials storage bins. Also includes vehicle lifts and full lubication systems.	Kluber Project: 1370





Index

EXECUTIVE SUMMARY

Cover Letter 3 PRELIMINARY CODE ANALYSIS Building and Zoning Code **INITIAL STUDY REVIEW** Initial Study Review Initial Study Preliminary Cost **FACILITY DESIGN SCHEME** Site Floor Plan 9 Enlarged Plans 10-11 **BLEND SCHEME (Alternative)** Site Plan 13 Floor Plan 14





COST

Cost Estimates

2 www.kluberinc.com

16-18

November 14, 2022

Mr. Bart Olson City Administrator United City of Yorkville 800 Game Farm Road Yorkville, Illinois 60560

Re: Yorkville Public Works Limited Schematic Design Kluber Project No. 1370

The Kluber team has enjoyed the opportunity to work with the representatives from the United City of Yorkville in the development of the design for the new public works facility. The design solution that we are presenting is the result of several months of programming, and design meetings. We truly felt that it has been an engaging process and did our best to ensure that all voices were heard as part of the development of the building design concept.

The current project size is 87,485 S.F. if Public Works and Parks are both built out with room for expansion. We also provided an alternative scheme with a reduced garage that brings the overall project down to 70,325 S.F.

When completed this facility will include the following spaces

- Main Entrance Lobby
- · Administrative Offices and Workspaces
- Employee Support
- Fleet Garage
- Shops
- Dry Storage
- Fleet Maintenance
- · Fueling Station

The following document has been grouped into several sections as described below:

A preliminary code and zoning analysis and a review of the initial study scheme are included.

Design Images

We have created floor plans, and site drawings that describe our proposed design solutions. These images include information on the building form, materials, building spaces, and the development of the building site. The facility design concept is based on on the needs outlined in the Space Needs Study, and the 'Blend' option features a reduced garage size for upfront cost savings, as requested by the group.

Preliminary Opinion of Probable Cost

The Kluber team is currently working to formulate the most cost effective construction materials selections and site development approach for the project.

Next Steps:

Design Development

Upon acceptance of the Schematic Design by the City Council, our team will proceed with the Design Development Phase of the project. This phase includes the development of detailed floor plans, selected interior elevations, exterior elevations, building sections, significant details, site plans, room by room square footage, landscape plans, roof plans, site development plans, etc. This information will include architectural, structural, mechanical, electrical, plumbing, and civil engineering portions of the project.

As always, if you have any questions regarding the attached information, please contact us.

Sincerely,

Christopher Hansen, AIA, NCARB

Project Manager

chansen@kluberinc.com



Applicable Building Codes

The project will be reviewed by the Authorities Having Jurisdiction and will be designed to meet the requirements of the following building codes.

This project site falls within the Yorkville limits and will be permitted through Yorkville.

2018 International Building Code

2018 International Mechanical Code

2018 International Fuel Gas Code

2017 National Electric Code

Illinois State Plumbing Code, Latest Edition

2018 International Fire Code

2018 International Energy Conservation Code

2018 Illinois Accessibility Code

Local Amendments to above codes

Applicable Zoning Codes

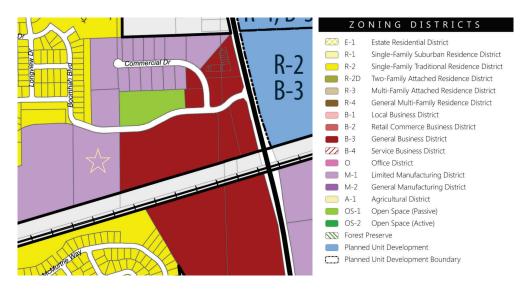
The current site is zoned M-1: Limited Manufacturing District. No rezoning will be required on this parcel for this use and is part of the PUD for the development area.

West of the site is the stormwater detention for the PUD off-site on the west parcel.

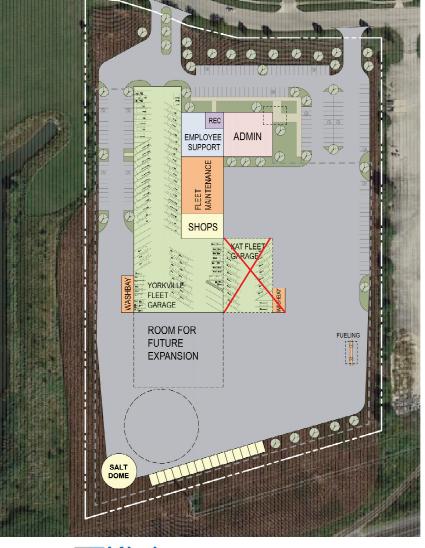
South of the site are the railroad tracks and the ComEd easement, along with R-2: Single Family Traditional Residence District on the other side of the tracks.

East of the site is a warehouse facility zoned B-3: General Business District.

North of the site is zoned M-1: Limited Manufacturing District.







Initial Study Review

Original Study 11/24/2021

Original Diagram Concept From Space Needs Study Deliverable

This design solution included Yorkville Public Works, Parks, and Recreation as well as Kendall Area Transit. It was later determined that KAT would not be a part of this project.

The building includes a large community meeting room/training space that would hold a hundred people. The site was developed with enough parking to facilitate the staff of all parties, a large training session, and parking for the public soccer fields to the west.

This plan also included space for further future expansion to the south end of the building.

The original design contemplated **111,933 S.F.** for the facility including the Recreation Department as follows:

- Public Works 70,784 SF
- Parks 36,786 SF
- Recreation 4,363 SF*
- ☐ Grand Total 111,933 SF

Initial Combined P.W. & Parks S.F. = 107,570



Initial Study Preliminary Cost: 11/24/2021

Item	Description: United City of Yorkville Portion	Space Needs SF	Walls & Circ. Factor	Total SF	Cost	Rar	nge:	Budg	et F	Range:	Cost Per	SF Total
Α	Existing Building Demolition:											
1	Selective Demolition	0	0	0	\$ - 1	to	\$ -	\$ -	to	\$ -		
	Sub-Total Existing Building Demolition	0		0				\$	to	\$ -		
В	New Building Construction:						1					
1	Building Costs (A - Administration Areas)	7,410	9.00%	8,077	\$ 164	to	\$ 177	\$ 1,324,612	to	\$ 1,429,611		
2	Building Costs (B - Employee Support Areas)	2,236	9.00%	2,437	\$ 205	to	\$ 218	\$ 458,380	to	\$ 487,448		
3	Building Costs (C - Fleet Garage)	58,176	9.00%	63,412	\$ 197	to	\$ 210	\$ 12,492,132	to	\$ 13,316,486		
4	Building Costs (D - Shops)	3,816	9.00%	4,159	\$ 174	to	\$ 187	\$ 723,743	to	\$ 777,815		
5	Building Costs (E - Fleet Maintenance)	10,585	9.00%	11,538	\$ 265	to	\$ 278	\$ 3,057,477	to	\$ 3,207,467		
6	Building Costs (F - Building Services)	2,579	9.00%	2,811	\$ 170	to	\$ 183	\$ 477,889	to	\$ 514,433		
7	Building Costs (G - Recreation-Storage & Locker Rooms)	2,058	9.00%	2,243	\$ 145	to	\$ 158	\$ 325,267	to	\$ 354,429		
8	Exterior Structures (Salt Struct, Fuel Station & Material Bins Allowance)	15,831	9.00%	17,256	\$ 965,000	to	\$ 1,150,000	\$ 965,000	to	\$ 1,150,000		
	Sub-Total New Construction Cost	102,691		111,933				\$ 19,824,499	to	\$ 21,237,690		
С	Site Development:											
1	Site Acquisition (Allowance)	Allow		Allow	\$ 1,500,000	to	\$ 2,000,000	\$ 1,500,000	to	\$ 2,000,000		
2	Site Improvements (Allowance)	Allow		Allow	\$ 1,844,500	to	\$ 2,023,000	\$ 1,844,500	to	\$ 2,023,000		
	Sub-Total Site Development Cost							\$ 3,344,500	to	\$ 4,023,000		
D	Sub-Total Construction Cost							\$ 23,168,999	to	\$ 25,260,690	\$ 206.99	\$ 22
E	Design Contingency (5%)							\$ 1,158,450	to	\$ 1,263,034		
F	Sub-Total Construction Cost with Design Contingency					ú		\$ 24,327,449		\$ 26,523,724	\$ 217.34	\$ 23
G	Construction Contingency (10%)						The state of the s	\$ 2,432,745		\$ 2,652,372		
Н	Sub-Total Construction Cost with Const. Contingency			,				\$ 26,760,194		\$ 29,176,096	\$ 239.07	\$ 26
J	Fixtures, Furniture and Equipment (6% of Line F)			j				\$ 1,459,647		\$ 1,591,423		
K	Administrative Expenses* (2% of Line F)							\$ 486,549		\$ 530,474		
L	A/E Fees (9.75% of Line F)							\$ 2,371,926		\$ 2,586,063		
M	Total Soft Costs (J+K+L)							\$ 4,318,122		\$ 4,707,961	\$ 38.58	\$ 4
N	Yorkville Total Project Budget		J					\$ 31,078,317		\$ 33,884,057	\$ 277.65	\$ 30

Const. Cost 24.3 – 26.5M

Const. Cost W/Contingency: 26.7 – 29.1M

Total Project Cost W/Contingency: 31.0 – 33.8M

Notes: * Administrative Expenses: Permit fees, utility connectrion fees, construction testing, bonds & insurance, legal, etc.



Facility for the Future

Our alternative approach showing the construction including Public Works and Parks

This approach assumes that Parks and Public Works will be fully built together with a 20+ year lifespan.







Public Works & Parks Combined (Room for future Growth)

Highlights:

- 87,524 SF of building, this number does not include dry material storage, Salt dome or Fueling station.
- Overall building and site layout have been shifted to the East from study location due to feedback from the soils reports.
- Fuel Station including (2) 2,500 gallon underground diesel & unleaded tanks + 2 pumps and a canopy structure).
- 5.000 TONS Salt Structure.
- (15) Material Storage Bins.
- · Manual Vehicle Wash Bay.

The fleet garage is large enough to accommodate all current Public Works fleet, and Parks fleet with no room for growth.

Parks garage includes a 'pull through' parking configuration so vehicles with trailers can remain connected while parked.

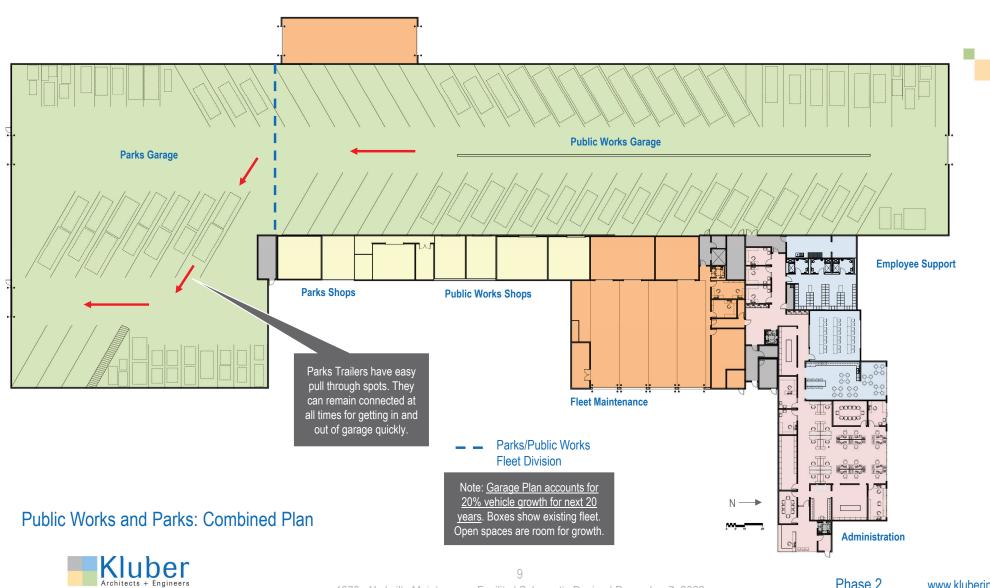
Pavement area has been reduced from original proposal due to KAT being removed from the scheme, as well as for cost savings.

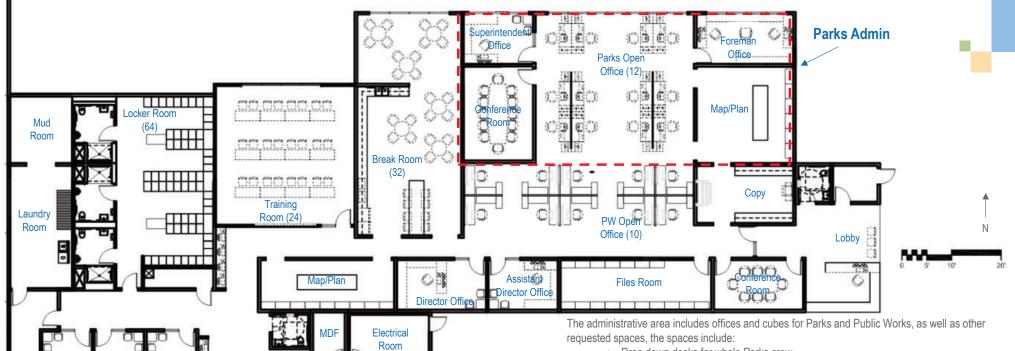
Fencing is brought to meet the existing neighboring fence line to the east.

Parking and Path to meet Soccer fields to the Northwest has been added as requested.

95 Total Parking spaces shown.







- · Drop down desks for whole Parks crew.
- Cubes for all MWII in Public Works, with room for growth.
- · Shared Foreman's office.
- · Parks Superintendent's office, Public Works Director Office, and Assistant Director
- Large Map/Plan room to also include any additional copying and printing needs.
- Large Conference room for staff meetings or Parks board meetings.
- Small Conference room for Public Works Supervisor meetings.
- · Training Room for all staff gatherings of Public Works.

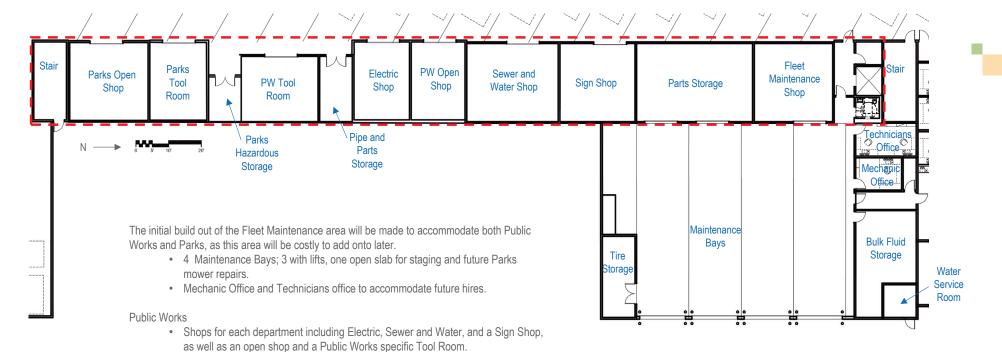
Employee Support areas

- · Locker room has been expanded for Parks employees.
- Break room has been expanded to allow for more employees to utilize at once.
- A mud room is added to the Laundry room to accommodate for additional personnel using the space.





Stair



Parks

- Parks has their own Tool Room and their own Shop directly off of their garage for ease of access.
- Parks has a Hazardous Material Storage Room for pesticide concentrate and lawn mower maintenance liquids.

Mezzanine over all the Shops (shown with the dashed line), with access from the stairs on either end and an elevator. This can be used by Parks, Public works and storage for the city.

Shops and Fleet Maintenance



BLEND Scheme

Our alternative approach showing NO room for growth

This scheme assumes that the garage could be expanded later.







BLEND (Minimized Garage)

Highlights:

• 70,325 S.F. of building structure.

The fleet garage is large enough to accommodate all current Public Works fleet, and Parks fleet with no room for growth.

All Administrative, Employee Support, Fleet Maintenance and Shop spaces remain the same

Similar to Previous:

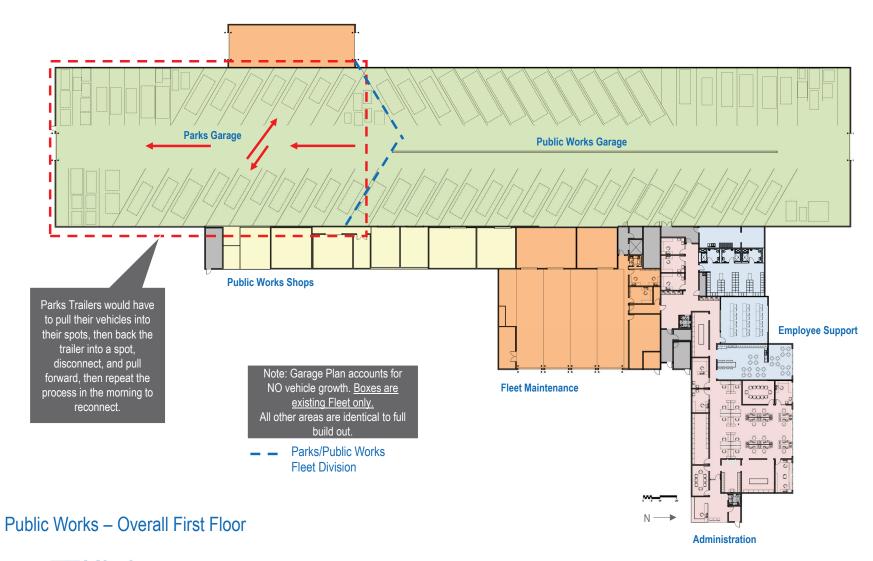
Fencing is brought to meet the existing neighboring fence line to the east.

Parking and Path to meet Soccer fields to the Northwest has been added as requested.

95 Total Parking spaces shown.

- Fuel Station including (2) 2,500 gallon underground diesel & unleaded tanks + 2 pumps and a canopy structure).
- 5.000 TONS Salt Structure.
- (15) Material Storage Bins.
- · Manual Vehicle Wash Bay.







Cost

Updated cost parameters for each scheme.





Public Works & Parks Facility 11/14/2022

Item	Description: Public Works (Phase 1)	Total SF	Total SF Cost Range Per S.F. Budget Range:		Range:	Cost Per SF Total						
В	New Building Construction:											
1	Building Costs (A - Administration Areas)	6,272	\$	164	to	\$ 177	\$	1,028,608	to	\$ 1,110,144		
2	Building Costs (B - Employee Support Areas)	3,456	\$	205	to	\$ 218	\$	708,480	to	\$ 753,408		
3	Building Costs (C - Fleet Garage)	62,539	\$	197	to	\$ 210	\$	12,320,183	to	\$ 13,133,190		
4	Building Costs (D - Shops)	4,245	\$	174	to	\$ 187	\$	738,630	to	\$ 793,815		
5	Building Costs (E - Fleet Maintenance)	9,292	\$	265	to	\$ 278	\$	2,462,380	to	\$ 2,583,176		
6	Building Costs (F - Building Services)	1,720	\$	170	to	\$ 183	\$	292,400	to	\$ 314,760		
7	Building Costs (Mezzanine)	6,043	\$	97	to	\$ 110	\$	586,171	to	\$ 664,730		
8	Exterior Structures:											
	Fuel Station (2500 Gal Diesel, 2500 Gal Gasoline, 2 pumps with canopy, underground tanks)		\$	450,000	to	\$ 500,000	\$	450,000		\$ 500,000		
	Salt Structure (100ft diameter, 8' wall height, 5000 TONS)		\$	275,000	to	\$ 300,000	\$	275,000		\$ 300,000		
	Material Storage Bins (15 bins)		\$	495,000	to	\$ 565,000	\$	495,000		\$ 565,000		
	Sub-Total New Construction Cost	87,524					\$	19,356,852	to	\$ 20,718,223	\$ 221.16	\$ 236.7
С	Site Development:											
1	Site Improvements (Allowance)	Allow	\$	1,665,000	to	\$ 1,720,000	\$	1,665,000	to	\$ 1,720,000		
	Sub-Total Site Development Cost						\$	1,665,000		. , ,		
D	Sub-Total Construction Cost						\$	21,021,852	to	\$ 22,438,223	\$ 240.18	\$ 256.3
E	Design Contingency (5%)						\$	1,051,093	to	\$ 1,121,911		
F	Sub-Total Construction Cost with Design Contingency						\$	22,072,945		\$ 23,560,134	\$ 252.19	\$ 269.1
G	Construction Contingency (10%)						\$	2,207,294		\$ 2,356,013		
Н	Sub-Total Construction Cost with Const. Contingency						\$	24,280,239		\$ 25,916,148	\$ 277.41	\$ 296.1
J	Fixtures, Furniture and Equipment (6% of Line F)						\$	1,324,377		\$ 1,413,608		
K	Administrative Expenses* (2% of Line F)						\$	441,459		\$ 471,203		
L	A/E Fees (9.75% of Line F)						\$	2,152,112		\$ 2,297,113		
M	Total Soft Costs (J+K+L)						\$	3,917,948		\$ 4,181,924	\$ 44.76	\$ 47.7
N	Phase 1: Total Project Budget						¢	28,198,187		\$ 30,098,071	¢ 222.40	¢ 242 0

Const. Cost 22.1 – 23.6M

Const. Cost W/Contingency: 24.3 – 25.9M

Total Project Cost W/Contingency 28.2 – 30.1M



BLEND Scheme 11/14/2022

Item	Description: Public Works (Phase 1)	Space Needs SF				Budg	Cost Per SF Totals:				
В	New Building Construction:										
1	Building Costs (A - Administration Areas)	6,272	\$	164	to	\$ 177	\$ 1,028,608	to	\$ 1,110,144		
2	Building Costs (B - Employee Support Areas)	3,456	\$	205	to	\$ 218	\$ 708,480	to	\$ 753,408		
3	Building Costs (C - Fleet Garage)	45,340	\$	197	to	\$ 210	\$ 8,931,980	to	\$ 9,521,400		
4	Building Costs (D - Shops)	4,245	\$	174	to	\$ 187	\$ 738,630	to	\$ 793,815		
5	Building Costs (E - Fleet Maintenance)	9,292	\$	265	to	\$ 278	\$ 2,462,380	to	\$ 2,583,176		
6	Building Costs (F - Building Services)	1,720	\$	170	to	\$ 183	\$ 292,400	to	\$ 314,760		
7	Building Costs (Mezzanine)	6,043	\$	97	to	\$ 110	\$ 586,171	to	\$ 664,730		
8	Exterior Structures:										
	Fuel Station (2500 Gal Diesel, 2500 Gal Gasoline, 2 pumps with canopy, underground tanks)	Allow	\$	450,000	to	\$ 500,000	\$ 450,000		\$ 500,000		
	Salt Structure (100ft diameter, 8' wall height, 5000 TONS)	Allow	\$	275,000	to	\$ 300,000	\$ 275,000		\$ 300,000		
	Material Storage Bins (15 bins)	Allow	\$	265,000	to	\$ 300,000	\$ 265,000		\$ 300,000		
	Sub-Total New Construction Cost	70,325					\$ 15,738,649	to	\$ 16,841,433	\$ 223.80	\$ 239.48
С	Site Development:										
1	Site Improvements (Allowance)	Allow	\$	1,650,000	to	\$ 1,700,000	\$ 1,650,000	to	\$ 1,700,000		
	Sub-Total Site Development Cost						\$ 1,650,000		. , ,		
D	Sub-Total Construction Cost						\$		\$ 18,541,433	\$ 247.26	\$ 263.65
E	Design Contingency (5%)						\$ 869,432	to	,		
F	Sub-Total Construction Cost with Design Contingency						\$ 18,258,081		\$ 19,468,505	\$ 259.62	\$ 276.84
G	Construction Contingency (10%)						\$ 1,825,808		\$ 1,946,850		
Н	Sub-Total Construction Cost with Const. Contingency						\$ 20,083,890		\$ 21,415,355	\$ 285.59	\$ 304.52
J	Fixtures, Furniture and Equipment (6% of Line F)						\$ 1,095,485		\$ 1,168,110		
K	Administrative Expenses* (2% of Line F)						\$ 365,162		\$ 389,370		
L	A/E Fees (9.75% of Line F)						\$ 1,780,163		\$ 1,898,179		
М	Total Soft Costs (J+K+L)						\$ 3,240,809		\$ 3,455,660	\$ 46.08	\$ 49.14
N	Phase 1: Total Project Budget						\$ 23,324,699		\$ 24,871,015	\$ 331.67	\$ 353.66

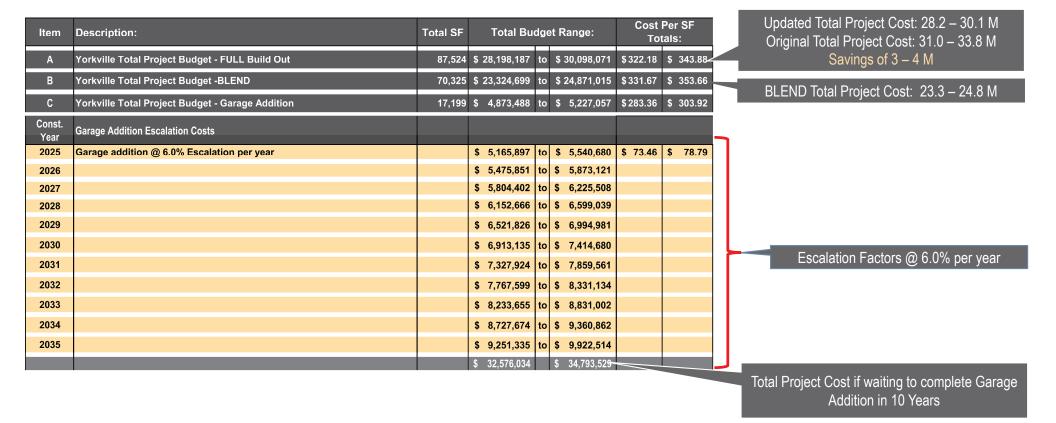
Const. Cost: 18.2 – 19.5M

Const. Cost W/Contingency: 20.1 – 21.4M

Total Project Cost W/Contingency: 23.3 – 24.8M



Combined Comparison & Garage Addition Escalation







Reviewed By:	

Legal	
Finance	
Engineer	
City Administrator	
Community Development	
Purchasing	
Police	
Public Works	
Parks and Recreation	

Agenda	Item	Numb	e

New Business #3

Tracking Number

PW 2023-53

Agenda Item Summary Memo

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Title: 2023 Water M	Main Improvements – Contra	act B
Meeting and Date:	Public Works Committee -	- June 20, 2023
Synopsis: 2023 Wa	ter Main Improvements Cor	atract B – Recommendation to Award
Council Action Pre	viously Taken:	
Date of Action:	Action Tak	en:
Item Number:		
Type of Vote Requi	ired: Majority	
Council Action Rec	uested: Approval	
Submitted by:	Brad Sanderson	Engineering
	Name	Department
	Agenda It	em 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: June 20, 2023

Subject: 2023 Water Main Improvements – Contract B

Bids were received, opened and tabulated for work to be done on the 2023 Water Main Improvements – Contract B at 11:00 a.m., June 13, 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. This project is a combination of water and roadway related work.

The low bid was above our engineer's estimate and exceeded the FY2024 water main replacement budget. The intention is to award the contract in full and to process a change order removing the block of Colton Street from the project to remain within budget. Water related work consists of 72% of the work and roadway 28%.

We recommend the acceptance of the bid and approval of award be made to the low bidder, Winninger Excavating, Inc., 1211 Deer Street, Yorkville, IL 60560, in the amount of \$1,823,410.20.

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

BID SUMMARY 2023 WATER MAIN REPLACEMENT-CONTRACT B UNITED CITY OF YORKVILLE

BID TABULATION BIDS RECEIVED 11:00 A.M. 06/13/2023	ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	Winninger Excavating, Inc. 1211 Deer St Yorkville, IL-60560	Geneva Construction Company PO Box 998 Aurora, IL-60507	Performance Construction & Engineering, LLC 217 W. John Street Plano, IL-60545
BID TOTAL	\$1,823,410.20	\$1,983,518.44		
BID BOND				
SIGNED BID				
ADDENDUM NO. 1				
BID TABULATION BIDS RECEIVED 11:00 A.M. 06/13/2023	Gerardi Sewer & Water Co 1785 Armitage Ct Addison, IL-60101	Holiday Sewer & Water Construction, Inc. 1000 N Rand Rd Wauconda, IL-60084	Builders Paving, LLC 4401 Roosevelt Rd Hillside, IL 60162	H. Linden & Sons Sewer and Water, Inc. 722 E. South St., Unit D Plano, IL-60545
BID TOTAL	\$2,305,188.66			\$2,152,743.16
BID BOND				
SIGNED BID				
ADDENDUM NO. 1				
BID TABULATION BIDS RECEIVED 11:00 A.M. 06/13/2023	Conley Excavating, Inc. 1555 Gramercy Place Morris, IL 60450	Kane County Excavating PO Box 554 Hampshire, IL-60140	D. Construction, Inc. 1488 S. Broadway, Coal City, IL-60416	
BASE BID TOTAL			\$2,449,062.96	
BID BOND				
SIGNED BID				
ADDENDNUM NO. 1				



BID TABULATION 2023 WATER MAIN REPLACEMENT-CONTRACT B UNITED CITY OF YORKVILLE

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			BID TABI BIDS RECD	ULATION 6/13/2023	1211	ccavating, Inc. Deer St IL-60560		ewer and Water, In h St., Unit D L-60545	1785 Arr	er & Water Co mitage Ct IL-60101	1488 S. E	uction, Inc. Broadway, , IL-60416	ENGINEER'S 52 Wheele Sugar Grove	er Road
ITEM					UNIT		UNIT		UNIT		UNIT		UNIT	
NO.		DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
1	1	TREE ROOT PRUNING	EACH	2	\$ 700.00		\$ 120.00	\$ 240.00		\$ 440.00		\$ 1,000,00		\$ 500.00
2	2	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	10	\$ 700.00			\$ 250.00	\$ 220.00	\$ 550.00	,	\$ 10,000.00		\$ 500.00
3	3	TREE REMOVAL (>15 UNITS DIAMTER)	UNIT	22	\$ 85.00		\$ 35.00	\$ 770.00	\$ 58.00	\$ 1,276.00		\$ 33.000.00	\$ 50.00	\$ 1,100,00
4	4	CONNECTION TO EXISTING WATER MAIN, 16-INCH	EACH	1	\$ 19,000.00		\$ 10,000.00	\$ 10,000.00	\$ 8,500.00	\$ 8,500.00		\$ 6,000.00	\$ 8,500.00	\$ 8,500.00
5	5	CONNECTION TO EXISTING WATER MAIN, 12-INCH	EACH	3	\$ 4,500.00		\$ 10,000.00	\$ 30,000.00		\$ 16,500.00		\$ 13,800.00		\$ 19,500.00
6	6	CONNECTION TO EXISTING WATER MAIN, 8-INCH	EACH	8	\$ 3,500.00	\$ 28,000.00	\$ 5,000.00	\$ 40,000.00	\$ 4,500.00	\$ 36,000.00	\$ 4,100.00	\$ 32,800.00		\$ 36,000.00
7	7	CONNECTION TO EXISTING WATER MAIN, 4-INCH	EACH	1	\$ 3,700.00	\$ 3,700.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,900.00	\$ 3,900.00	\$ 4,000.00	\$ 4,000.00
8	8	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 8-INCH	FOOT	2,780	\$ 182.00	\$ 505,960.00	\$ 144.00	\$ 400,320.00	\$ 175.00	\$ 486,500.00	\$ 215.00	\$ 597,700.00	\$ 120.00	\$ 333,600.00
9	9	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 12-INCH	FOOT	10	\$ 1,100.00	\$ 11,000.00	\$ 200.00	\$ 2,000.00	\$ 200.00	\$ 2,000.00	\$ 265.00	\$ 2,650.00	\$ 250.00	\$ 2,500.00
10	10	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 8-INCH	EACH	13	\$ 5,500.00	\$ 71,500.00	\$ 6,500.00	\$ 84,500.00	\$ 6,500.00	\$ 84,500.00	\$ 4,000.00	\$ 52,000.00	\$ 6,000.00	\$ 78,000.00
11	11	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	10	\$ 10,000.00	\$ 100,000.00	\$ 8,000.00	\$ 80,000.00	\$ 9,500.00	\$ 95,000.00	\$ 9,400.00	\$ 94,000.00	\$ 8,000.00	\$ 80,000.00
12	12	FIRE HYDRANT TO BE REMOVED	EACH	5	\$ 600.00	\$ 3,000.00	\$ 750.00	\$ 3,750.00	\$ 750.00	\$ 3,750.00	\$ 6,000.00	\$ 30,000.00	\$ 500.00	\$ 2,500.00
13	13	DUCTILE IRON FITTINGS	LB	3,308	\$ 0.01	\$ 33.08	\$ 11.00	\$ 36,388.00	\$ 12.00	\$ 39,696.00	\$ 11.00	\$ 36,388.00	\$ 10.00	\$ 33,080.00
14	14	WATER MAIN PROTECTION, PVC C-900, 16-INCH	FOOT	154	\$ 65.00	\$ 10,010.00	\$ 141.00	\$ 21,714.00	\$ 150.00	\$ 23,100.00	\$ 300.00	\$ 46,200.00	\$ 95.00	\$ 14,630.00
15	15	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	CUYD	25	\$ 74.00	\$ 1,850.00	\$ 80.00	\$ 2,000.00	\$ 80.00	\$ 2,000.00	\$ 100.00	\$ 2,500.00	\$ 75.00	\$ 1,875.00
16	16	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	CUYD	25	\$ 74.00	\$ 1,850.00	\$ 80.00	\$ 2,000.00	\$ 80.00	\$ 2,000.00	\$ 100.00	\$ 2,500.00	\$ 75.00	\$ 1,875.00
17	17	FOUNDATION MATERIAL	CUYD	35	\$ 50.00	\$ 1,750.00	\$ 1.00	\$ 35.00	\$ 40.00	\$ 1,400.00	\$ 100.00	\$ 3,500.00	\$ 70.00	\$ 2,450.00
18	18	EXPLORATORY EXCAVATION	EACH	1	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 3,500.00	\$ 3,500.00	\$ 1,000.00	\$ 1,000.00
19	19	WATER SERVICE CONNECTION, 1-INCH	EACH	41	\$ 2,600.00	\$ 106,600.00	\$ 2,000.00	\$ 82,000.00	\$ 2,200.00	\$ 90,200.00	\$ 4,000.00	\$ 164,000.00	\$ 2,500.00	\$ 102,500.00
20	20	WATER SERVICE PIPE, 1-INCH PEX	FOOT	1,050	\$ 5.00	\$ 5,250.00	\$ 61.00	\$ 64,050.00	\$ 20.00	\$ 21,000.00	\$ 40.00	\$ 42,000.00	\$ 30.00	\$ 31,500.00
21	21	B-BOX FRAME (SPECIAL)	EACH	4	\$ 300.00	\$ 1,200.00	\$ 300.00	\$ 1,200.00	\$ 175.00	\$ 700.00	\$ 1,000.00	\$ 4,000.00	\$ 350.00	\$ 1,400.00
22	22	VALVE VAULT TO BE ABANDONED	EACH	10	\$ 250.00	\$ 2,500.00	\$ 300.00	\$ 3,000.00	\$ 450.00	\$ 4,500.00	\$ 3,500.00	\$ 35,000.00	\$ 500.00	\$ 5,000.00
23	23	VALVE BOX TO BE ABANDONED	EACH	3	\$ 150.00	\$ 450.00	\$ 100.00	\$ 300.00	\$ 150.00	\$ 450.00	\$ 2,500.00	\$ 7,500.00	\$ 200.00	\$ 600.00
24	24	SANITARY SEWER SERVICE REPAIR, PVC SDR-26, D-2241, 6-INCH	EACH	5	\$ 850.00	\$ 4,250.00	\$ 1,000.00	\$ 5,000.00	\$ 500.00	\$ 2,500.00	\$ 3,500.00	\$ 17,500.00	\$ 275.00	\$ 1,375.00
25	25	DISCONNECT AND ABANDON EXISTING WATER MAIN	EACH	13	\$ 1,500.00	\$ 19,500.00	\$ 2,400.00	\$ 31,200.00	\$ 1,750.00	\$ 22,750.00	\$ 5,000.00	\$ 65,000.00	\$ 1,500.00	\$ 19,500.00
26	26	INLET PROTECTION	EACH	18	\$ 150.00	\$ 2,700.00	\$ 180.00	\$ 3,240.00	\$ 175.00	\$ 3,150.00	\$ 220.00	\$ 3,960.00	\$ 200.00	\$ 3,600.00
27	27	WATER MAIN TESTING - PRESSURE AND DISINFECTION	LSUM	1	\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 50,000.00	\$ 50,000.00	\$ 5,800.00	\$ 5,800.00
28	28	STORM SEWER, RCP, CLASS A, TYPE 2, 12"	FOOT	356	\$ 60.00	\$ 21,360.00	\$ 124.00	\$ 44,144.00	\$ 120.00	\$ 42,720.00	\$ 100.00	\$ 35,600.00	\$ 60.00	\$ 21,360.00
29	29	INLET, TYP A, 2' DIA W/ TYPE 6 FRAME AND GRATE	EACH	2	\$ 1,800.00	\$ 3,600.00	\$ 3,000.00	\$ 6,000.00	\$ 2,100.00	\$ 4,200.00	\$ 2,705.00	\$ 5,410.00	\$ 1,700.00	\$ 3,400.00



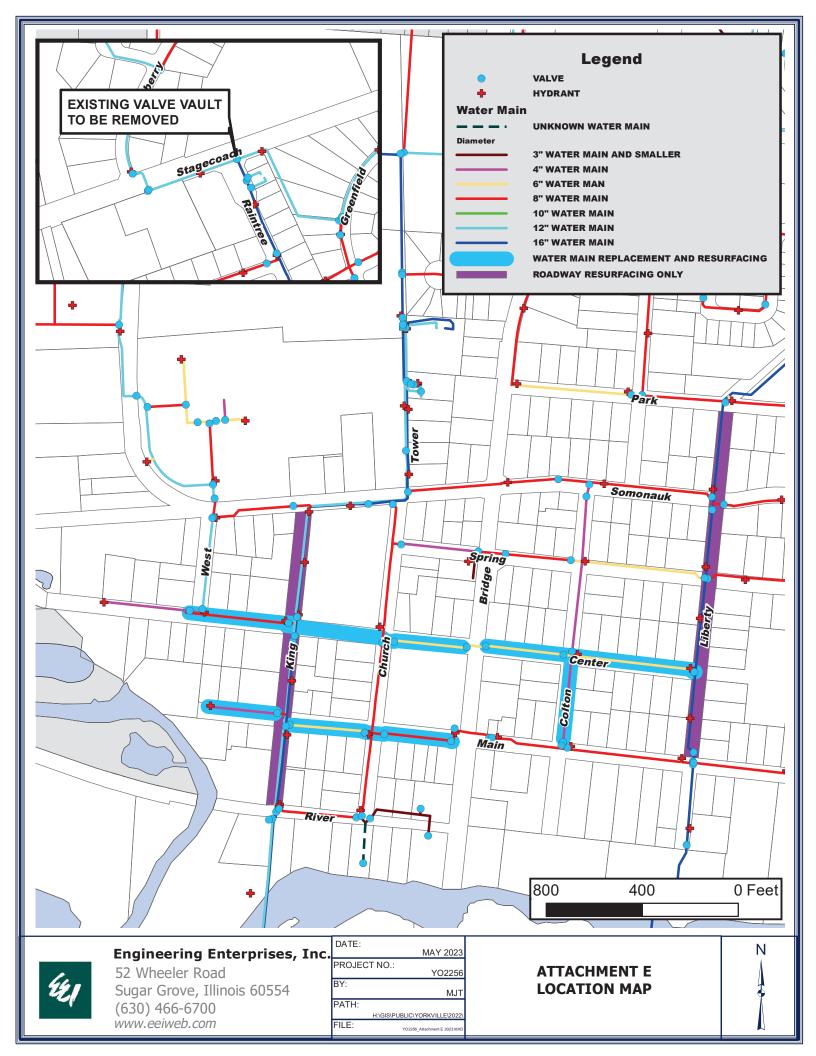
BID TABULATION 2023 WATER MAIN REPLACEMENT-CONTRACT B UNITED CITY OF YORKVILLE

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			BID TABI BIDS RECD		1211	ccavating, Inc. Deer St IL-60560	. Linden & Sons Se 722 E. Souti Plano, II		1785 Arr	er & Water Co mitage Ct IL-60101	1488 S. I	D. Construction, Inc. 1488 S. Broadway, Coal City, IL-60416		ESTIMATE r Road IL 60554
ITEM					UNIT		UNIT		UNIT		UNIT		UNIT	
NO.		DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
30	30	INLET, TYP A, 2' DIA W/ TYPE 11 FRAME AND GRATE	EACH	1	\$ 1,900.00		\$ 3,000.00	\$ 3.000.00	\$ 2,100.00	\$ 2,100.00		\$ 2,705.00		1.700.00
31	31	STORM MANHOLE, TYP A, 4' DIA W/ TYPE 6 FRAME AND GRATE	EACH	1	\$ 3,600.00		\$ 4,000.00	\$ 4,000.00	\$ 2,100.00	\$ 2,100.00		\$ 2,705.00	\$ 4,000.00	4.000.00
32	32	INLET (SPECIAL)	EACH	1	\$ 1,800.00	\$ 1,800.00	\$ 4,000.00	\$ 4,000.00	\$ 1,750.00	\$ 1,750.00		\$ 2,705.00	\$ 2,000.00	2,000.00
33	33	STORM MANHOLE, TYP A , 4' DIA. W/ TYPE 1 FRAME AND LID	EACH	2	\$ 3,000.00	\$ 6,000.00	\$ 4,000.00	\$ 8,000.00	\$ 3,250.00	\$ 6,500.00	,	\$ 6,600.00	, , , , , , , , , , , , , , , , , , , ,	6,400.00
34	34	PREPARATION OF BASE	SQYD	1,584	\$ 1.50	\$ 2,376.00	\$ 2.00	\$ 3,168.00	\$ 2.25	\$ 3,564.00		\$ 3,168.00		15,840.00
35	35	PARTIAL DEPTH PATCHING (SPECIAL)	SQYD	1,487	\$ 50.00	\$ 74.350.00	\$ 51.00	\$ 75,837.00	\$ 46.00	\$ 68.402.00		\$ 59.480.00	\$ 40.00	59,480.00
36	36	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQYD	824	\$ 1.50	\$ 1,236,00	\$ 7.00	\$ 5.768.00	\$ 2.00	\$ 1.648.00		\$ 4.120.00	\$ 3.00	2,472.00
37	37	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CUYD	275	\$ 24.00		\$ 48.00	\$ 13,200.00	\$ 75.00	\$ 20,625.00		\$ 13,750.00	\$ 35.00	9,625.00
38	38	AGGREGATE SUBGRADE IMPROVEMENT	CUYD	275	\$ 50.00		\$ 45.00	\$ 12.375.00	\$ 75.00	\$ 20.625.00		\$ 13,750.00		16,470.00
39	39	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQYD	254	\$ 30.00	\$ 7,620.00	\$ 20.00	\$ 5,080.00	\$ 30.00	\$ 7,620.00	\$ 20.00	\$ 5,080.00	\$ 15.00	3,810.00
40	40	PAVEMENT REMOVAL	SQYD	300	\$ 14.00	\$ 4,200.00	\$ 10.00	\$ 3,000.00	\$ 20.00	\$ 6,000.00	\$ 20.00	\$ 6,000.00	\$ 10.00	3,000.00
41	41	HOT-MIX ASPHALT SURFACE REMOVAL, 3"	SQYD	13,828	\$ 6.00	\$ 82,968.00	\$ 6.00	\$ 82,968.00	\$ 5.75	\$ 79,511.00	\$ 4.00	\$ 55,312.00	\$ 4.00	55,312.00
42	42	HOT-MIX ASPHALT PAVEMENT REMOVAL, 4"	SQYD	1,584	\$ 9.00	\$ 14,256.00	\$ 12.00	\$ 19,008.00	\$ 10.00	\$ 15,840.00	\$ 5.50	\$ 8,712.00	\$ 6.00	9,504.00
43	43	HOT-MIX ASPHALT SURFACE REMOVAL - FULL DEPTH WATER MAIN TRENCH	SQYD	1,402	\$ 5.00	\$ 7,010.00	\$ 6.00	\$ 8,412.00	\$ 8.00	\$ 11,216.00	\$ 20.00	\$ 28,040.00	\$ 10.00	14,020.00
44	44	ROADWAY EDGE CRACK SEALING	FOOT	3,200	\$ 1.20	\$ 3,840.00	\$ 2.00	\$ 6,400.00	\$ 1.50	\$ 4,800.00	\$ 2.00	\$ 6,400.00	\$ 1.50	4,800.00
45	45	BITMINIOUS MATERIALS (PRIME COAT)	LBS	34,673	\$ 0.01	\$ 346.73	\$ 0.01	\$ 346.73	\$ 0.01	\$ 346.73	\$ 0.01	\$ 346.73	\$ 0.20	6,934.60
46	46	BITMINIOUS MATERIALS (TACK COAT)	LBS	10,143	\$ 0.01	\$ 101.43	\$ 0.01	\$ 101.43	\$ 0.01	\$ 101.43	\$ 0.01	\$ 101.43	\$ 0.20	2,028.60
47	47	HOT-MIX ASPHALT SURFACE COURSE, MIX 'D', N50, 1.5"	TON	1,316	\$ 95.00	\$ 125,020.00	\$ 110.00	\$ 144,760.00	\$ 110.00	\$ 144,760.00	\$ 85.00	\$ 111,860.00	\$ 95.00	125,020.00
48	48	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50, 1.5"	TON	1,100	\$ 95.00	\$ 104,500.00	\$ 110.00	\$ 121,000.00	\$ 110.00	\$ 121,000.00	\$ 80.00	\$ 88,000.00	\$ 95.00	104,500.00
49	49	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50, 2.5"	TON	379	\$ 93.00	\$ 35,247.00	\$ 115.00	\$ 43,585.00	\$ 110.00	\$ 41,690.00	\$ 80.00	\$ 30,320.00	\$ 85.00	32,215.00
50	50	CLASS "C" PATCH	SQFT	593	\$ 40.00	\$ 23,720.00	\$ 20.00	\$ 11,860.00	\$ 38.50	\$ 22,830.50	\$ 30.00	\$ 17,790.00	\$ 30.00	17,790.00
51	51	COMB. CONC. CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	1,113	\$ 67.00	\$ 74,571.00	\$ 62.00	\$ 69,006.00	\$ 75.00	\$ 83,475.00	\$ 80.00	\$ 89,040.00	\$ 50.00	55,650.00
52	52	COMBINATION CONCRETE CURB AND GUTTER, M-3.12	FOOT	395	\$ 60.00	\$ 23,700.00	\$ 49.00	\$ 19,355.00	\$ 75.00	\$ 29,625.00	\$ 40.00	\$ 15,800.00	\$ 50.00	19,750.00
53	53	SIDEWALK REMOVAL	SQFT	13,071	\$ 1.20	\$ 15,685.20	\$ 3.00	\$ 39,213.00	\$ 4.00	\$ 52,284.00	\$ 3.00	\$ 39,213.00	\$ 3.00	39,213.00
54	54	PORTLAND CEMENT CONCRETE SIDEWALK 5-INCH	SQFT	13,144	\$ 13.00	\$ 170,872.00	\$ 12.00	\$ 157,728.00	\$ 12.00	\$ 157,728.00	\$ 14.00	\$ 184,016.00	\$ 10.00	131,440.00
55	55	PORTLAND CEMENT CONCRETE PAVEMENT REMOVAL AND REPLACEMENT	SQYD	21	\$ 350.00	\$ 7,350.00	\$ 125.00	\$ 2,625.00	\$ 350.00	\$ 7,350.00	\$ 200.00	\$ 4,200.00	\$ 225.00 \$	4,725.00
56	56	DETECTABLE WARNING	SQFT	176	\$ 30.00	\$ 5,280.00	\$ 42.00	\$ 7,392.00	\$ 50.00	\$ 8,800.00	\$ 50.00	\$ 8,800.00	\$ 55.00	9,680.00
57	57	SANITARY MANHOLE TO BE ADJUSTED	EACH	11	\$ 1,100.00	\$ 12,100.00	\$ 2,000.00	\$ 22,000.00	\$ 1,000.00	\$ 11,000.00	\$ 1,500.00	\$ 16,500.00	\$ 1,100.00	12,100.00
58	58	MANHOLE TO BE ADJUSTED	EACH	27	\$ 500.00	\$ 13,500.00	\$ 1,000.00	\$ 27,000.00	\$ 650.00	\$ 17,550.00	\$ 800.00	\$ 21,600.00	\$ 400.00	10,800.00



BID TABULATION 2023 WATER MAIN REPLACEMENT-CONTRACT B UNITED CITY OF YORKVILLE

			BID TAB BIDS RECD		1211	cavating, Inc. Deer St , IL-60560	722 E. Sout	ewer and Water, In h St., Unit D L-60545	Gerardi Sewe 1785 Arn Addison,	nitage Ct	D. Constru 1488 S. E Coal City,		ENGINEER'S 52 Wheel Sugar Grove	er Road
ITEM					UNIT		UNIT		UNIT		UNIT		UNIT	
NO.		DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
59	59	INLET TO BE ADJUSTED	EACH	7	\$ 500.00			\$ 10,500.00	\$ 525.00	\$ 3,675.00	\$ 800.00	\$ 5,600.00	\$ 400.00	\$ 2,800.00
60	60	INLET TO BE ADJUSTED W/ NEW TYP 11 FRAME AND GRATE	EACH	2	\$ 1,400.00	\$ 2,800.00	\$ 2,000.00	\$ 4,000.00	\$ 1,250.00	\$ 2,500.00	\$ 1,500.00	\$ 3,000.00	\$ 600.00	\$ 1,200.00
61	61	CATCH BASIN TO BE REMOVED AND REPLACED	EACH	1	\$ 3,800.00	\$ 3,800.00	\$ 4,000.00	\$ 4,000.00	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00	\$ 2,200.00	\$ 2,200.00
	62	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SQYD	732	\$ 40.00	\$ 29,280.00	\$ 50.00	\$ 36,600.00	\$ 50.00	\$ 36,600.00	\$ 50.00	\$ 36,600.00	\$ 45.00	\$ 32,940.00
	63	HOT-MIX ASPHALT DRIVEWAY 2-INCH	SQYD	160	\$ 30.00	\$ 4,800.00	\$ 45.00	\$ 7,200.00	\$ 44.00	\$ 7,040.00	\$ 40.00	\$ 6,400.00	\$ 35.00	\$ 5,600.00
	64	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL	SQYD	181	\$ 24.00	\$ 4,344.00	\$ 15.00	\$ 2,715.00	\$ 25.00	\$ 4,525.00	\$ 20.00	\$ 3,620.00	\$ 10.00	\$ 1,810.00
	65	PORTLAND CEMENT CONCRETE DRIVEWAY 6-INCH	SQYD	134	\$ 95.00	\$ 12,730.00	\$ 125.00	\$ 16,750.00	\$ 100.00	\$ 13,400.00	\$ 90.00	\$ 12,060.00	\$ 85.00	\$ 11,390.00
	66	AGGREGATE DRIVEWAY REMOVAL AND REPLACEMENT	SQYD	17	\$ 50.00	\$ 850.00	\$ 21.00	\$ 357.00	\$ 20.00	\$ 340.00	\$ 50.00	\$ 850.00	\$ 25.00	\$ 425.00
	67	THERMOPLASTIC PAVEMENT MARKING LINE - 6"	FOOT	426	\$ 6.00	\$ 2,556.00	\$ 18.00	\$ 7,668.00	\$ 9.00	\$ 3,834.00	\$ 9.30	\$ 3,961.80	\$ 2.00	\$ 852.00
	68	THERMOPLASTIC PAVEMENT MARKING LINE - 24"	FOOT	24	\$ 12.00	\$ 288.00	\$ 21.00	\$ 504.00	\$ 25.00	\$ 600.00	\$ 27.50	\$ 660.00	\$ 6.00	\$ 144.00
	69	BRICK PAVER REMOVAL AND RESET	SQFT	277	\$ 7.00	\$ 1,939.00	\$ 15.00	\$ 4,155.00	\$ 18.00	\$ 4,986.00	\$ 44.00	\$ 12,188.00	\$ 25.00	\$ 6,925.00
	70	MAILBOX TO BE REMOVED AND RESET	EACH	7	\$ 200.00	\$ 1,400.00	\$ 200.00	\$ 1,400.00	\$ 250.00	\$ 1,750.00	\$ 500.00	\$ 3,500.00	\$ 450.00	\$ 3,150.00
	71	SIGN TO BE REMOVED AND RESET	EACH	3	\$ 200.00	\$ 600.00	\$ 100.00	\$ 300.00	\$ 150.00	\$ 450.00	\$ 330.00	\$ 990.00	\$ 200.00	\$ 600.00
	72	RESTORATION	SQYD	1,290	\$ 15.00	\$ 19,350.00	\$ 20.00	\$ 25,800.00	\$ 12.00	\$ 15,480.00	\$ 13.20	\$ 17,028.00	\$ 15.00	\$ 19,350.00
	73	RESTORATION (SPECIAL)	SQYD	450	\$ 36.00	\$ 16,200.00	\$ 30.00	\$ 13,500.00	\$ 22.00	\$ 9,900.00	\$ 13.20	\$ 5,940.00	\$ 40.00	\$ 18,000.00
	74	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$ 50,000.00	\$ 50,000.00	\$ 100,000.00	\$ 100,000.00	\$ 200,000.00	\$ 200,000.00	\$ 50,000.00	\$ 50,000.00	\$ 85,000.00	\$ 85,000.00
	75	SILT FENCE	FOOT	35	\$ 15.00	\$ 525.00	\$ 3.00	\$ 105.00	\$ 5.00	\$ 175.00	\$ 10.00	\$ 350.00	\$ 5.00	\$ 175.00
	76	SIGN PANEL TYP 1 W14-2	SQFT	6	\$ 50.00	\$ 300.00	\$ 40.00	\$ 240.00	\$ 40.00	\$ 240.00	\$ 27.50	\$ 165.00	\$ 30.00	\$ 180.00
	77	SIGN PANEL TYP 1 OM4-1	SQFT	14.0	\$ 56.00	\$ 784.00	\$ 30.00	\$ 420.00	\$ 40.00	\$ 560.00	\$ 27.50	\$ 385.00	\$ 30.00	\$ 405.00
	78	TELESCOPING STEEL SIGN SUPPORT	FOOT	112	\$ 20.00	\$ 2,240.00	\$ 20.00	\$ 2,240.00	\$ 30.00	\$ 3,360.00	\$ 16.50	\$ 1,848.00	\$ 20.00	\$ 2,240.00
	79	B-BOX TO BE ADJUSTED	EACH	1	\$ 50.00	\$ 50.00	\$ 1,000.00	\$ 1,000.00	\$ 150.00	\$ 150.00	\$ 800.00	\$ 800.00	\$ 100.00	\$ 100.00
	80	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	30,000	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00	\$ 1.00	\$ 30,000.00
		BASE BID TOTAL				\$ 1,983,518.44		\$ 2,152,743.16		\$ 2,305,188.66		\$ 2,449,062.96		\$ 1,823,410.20
		ABOVE/BELOW ENGINEERS ESTIMATE		•		8.78%		18.06%		26.42%		34.31%		





Reviewed By:	
Legal	
Finance	
Engineer	
City Administrator	
Community Development	
Purchasing	
Police	
Public Works	
Parks and Recreation	

Agenda Item Number
New Business #4
Tracking Number
PW 2023-54

Agenda Item Summary Memo

Title: 2023 Water Ma	ain Replacement Contract B – C	onstruction Engineering Agreement
Ieeting and Date:	Public Works Committee – June	20, 2023
ynopsis:		
Council Action Previ	ously Taken:	
Date of Action:	Action Taken:	
tem Number:		
Гуре of Vote Requir	ed: Majority	
Council Action Requ	ested: Approval	
Submitted by:		Administration
	Name	Department
	Agenda Item N	otes:



Memorandum

To: City Council

From: Bart Olson, City Administrator

CC:

Date: June 14, 2023

Subject: 2023 Watermain Phase B Construction Engineering

Summary

Consideration of a construction engineering agreement with EEI for the 2023 Contract B watermain replacement contract.

Background

This item was last discussed during the FY 24 budget presentation, when the City Council reviewed a budget proposal that contains more than \$3.8m for watermain replacement in FY 24. Since then, the project has been bid out and is ready to move into construction phase. Accordingly, EEI has submitted a construction engineering contract for the project.

The agreement submitted by EEI covers construction engineering services only. The total cost of the contract is estimated at \$198,032 (paid out through hourly rates) which includes \$10,740 in estimated direct expenses. This cost is included in the FY 24 budget. This work is expected to begin in July 2023 and covers work on King, E and W Main, Liberty, and Center Streets generally (map attached to the contract).

Recommendation

Staff recommends approval of the construction engineering agreement with EEI for Contract B of the 2023 watermain replacement program.

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

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment A. Construction engineering will be provided for approximately 2,800 linear feet of 8-inch water main improvements, 360 linear feet of 12-inch storm sewer improvements, and roadway resurfacing improvements along King Street, Colton Street, Liberty street, Center Street, and Main Street (see Attachment E for project limits). Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$187,292. Direct expenses are estimated at \$10,740. 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:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

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

United States Resident Certification: (This certification must be included in all contracts

involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: <u>x</u> United States Citizen Resident Alien Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of
personal services at the rate of 30%.
Tax Payer Certification: Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): Individual Real Estate Agent Sole Proprietorship Government Entity Partnership Tax Exempt Organization (IRC 501(a) only) _x Corporation Not for Profit Corporation Trust or Estate Medical and Health Care Services Provider Corp.

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

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

Attachment A: Standard Terms and Conditions

Scope of Services **Attachment B:**

Attachment C: Estimate of Level of Effort and Associated Cost

Anticipated Project Schedule **Attachment D:**

Location Map **Attachment E:**

City Clerk

2023 Standard Schedule of Charges **Attachment F:**

L. Notices:

All notices required to be given under the addressed to the parties as follows:	terms of this agreement shall be given mail,
For the City:	For the ENGINEER:
City Administrator and City Clerk United City of Yorkville 800 Game Farm Road Yorkville, IL 60560	Engineering Enterprises, Inc. 52 Wheeler Road Sugar Grove Illinois 60554
persons in connection with required notices.	ing from time to time substitute addresses or
Agreed to thisday of, 2023.	
United City of Yorkville:	Engineering Enterprises, Inc.:
John Purcell Mayor	Brad Sanderson, P.E. Chief Operating Officer / President
Jori Behland	Angie Smith

Executive Assistant

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment B – Scope of Services 2023 Water Main Improvements – Contract B United City of Yorkville

The United City of Yorkville intends to install approximately 2,800 linear feet of 8-inch water main improvements, 360 linear feet of 12-inch storm sewer improvements, roadway resurfacing improvements, and various concrete curb and sidewalk improvements along King Street, Colton Street, Liberty street, Center Street, and Main Street.

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

3.1 Construction Administration

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

3.2 Construction Layout and Record Drawings

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

3.3 Construction Observation and Documentation

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

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

• Rubino Engineering – Material Testing for Quality Assurance

The above scope for "2023 Water Main Improvements – Contract B" summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of base contract and will be billed in accordance with the Standard Schedule of Charges.

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

CLIENT	PROJECT NUMBER	
United City of Yorkville	YO2256-P	
PROJECT TITLE	DATE	PREPARED BY
2023 Water Main Improvements - Contract B	6/13/23	KDW

TASK NO.	TASK DESCRIPTION RA		PIC	PM	PE	PT	SPM	SPT2	INT	ADMIN	HOUDO	0007
			\$239	\$204	\$162	\$146	\$227	\$167	\$79	\$70	HOURS	COST
CONST	RUCTION ENGINEERING											
3.1	Contract Administration		3	34	41	41	-	-	-	7	126	\$ 20,771
3.2	Construction Layout and Record Drawings		-	2	-	4	9	88	64	-	167	\$ 22,787
3.3	Observation and Documentation		2	20	44	828	-	-	-	6	900	\$132,994
	Construction Engineering Subto	otal:	5	56	85	873	9	88	64	13	1,193	\$176,552
	PROJECT TOTA	AL:	5	56	85	873	9	88	64	13	1,193	176,552

DIRECT EXPENSES	
Printing/Scanning =	\$ 150
Vehicle =	\$ 5,590
Material Testing =	\$ 5,000
Environmental Assessment =	\$ -
DIRECT EXPENSES =	\$ 10,740

LABOR SUMMARY	
EEI Labor Expenses =	\$154,757
Surveying Expenses =	\$ 21,795
Drafting Expenses =	\$ -
TOTAL LABOR EXPENSES	\$176,552

TOTAL COSTS \$187,292



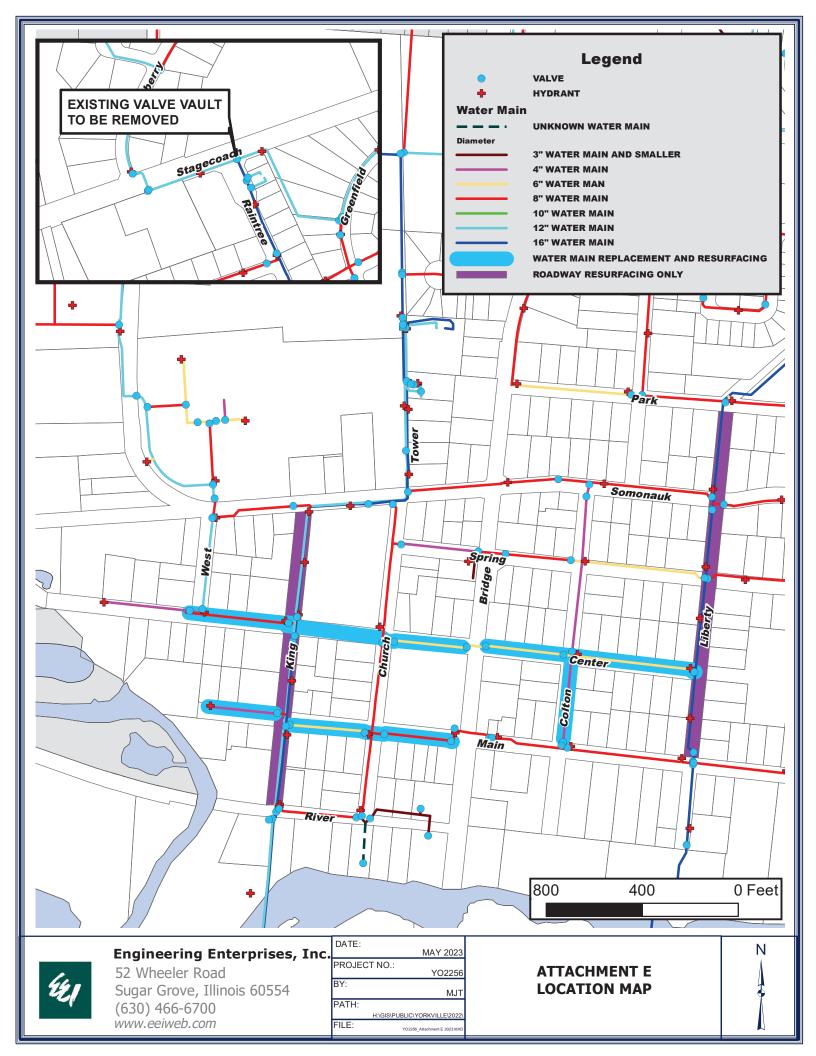
ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT	PROJECT NUMBER	
United City of Yorkville	YO2256-P	
PROJECT TITLE	DATE	PREPARED BY
2023 Water Main Improvements - Contract B	5/31/2023	KDW

TASK			2023															
NO.	TASK DESCRIPTION		Ju	ne			Ju	ly		Aug	gust		Sep	teml	oer	(Octo	ber
NO.		1	2	3	4	1	2	3 4	. 1	2	3	4	1 2	2 3	4	1	2	3 4
CONST	RUCTION ENGINEERING																	
3.1	Contract Administration																	
3.2	Construction Layout and Record Drawings																	
3.3	Observation and Documentation - Water Main																	



52 Wheeler Road Sugar Grove, IL 60554 Tel: 630.466.6700 Fax: 630.466.6701 www.eeiweb.com





Engineering Enterprises, Inc.

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 \$ 271.00 **Expert Testimony**



Reviewed By:	
Legal	
Finance	
·	ı

Finance
Engineer
City Administrator
Community Development
Purchasing
Police
Public Works
Parks and Recreation

New Business #5

Tracking Number

PW 2023-55

Agenda Item Summary Memo

Title: East Main Street Improvements						
Meeting and Date: Public	e Works Committee – June 2	20, 2023				
Synopsis: Consideration of	Change Order No. 2 - Bala	ncing				
Council Action Previously	Taken:					
Date of Action:	Action Taken:					
Item Number:						
Type of Vote Required: M	ajority					
Council Action Requested:	Approval					
Submitted by: Bra	d Sanderson	Engineering				
	Name	Department				
	Agenda Item Not	es:				



Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works Erin Willrett, Assistant City Administrator

Rob Fredrickson, Finance Director

Jori Behland, City Clerk

Date: June 13, 2023

Subject: East Main Street Improvements

The purpose of this memo is to present Change Order No. 2 - Balancing for the above referenced project.

A Change Order, as defined by in the General Conditions of the Contract Documents, is a written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

Background:

The United City of Yorkville and Holiday Sewer and Water, Inc. entered into an agreement for a contract value of \$1,111,222.33 for the above referenced project.

Questions Presented:

Should the City approve Change Order No. 2 which would <u>increase</u> the contract amount by \$24,528.44

Discussion:

Please see the attached summary spreadsheet. Note that \$53,443.50 of sidewalk removal and replacement was added to this project for work in the area. This work was completed within the budgeted amount for sidewalk replacement.

The change order balances the contract value to final measured quantities.

Approval of the change will allow for final close out of this project.

We are recommending approval of the change order.

Action Required:

Consideration of approval of Change Order No. 2 - Balancing.

CHANGE ORDER

Order No. 2 - Balancing
Date: <u>June 27, 2023</u>
Agreement Date: March 22, 2022
NAME OF PROJECT: East Main Street Improvements
OWNER: United City of Yorkville
CONTRACTOR: Holiday Construction, Inc.
The following changes are hereby made to the CONTRACT DOCUMENTS:
Change of CONTRACT PRICE:
Original CONTRACT PRICE: \$1,111,222.33
Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S): \$1,123,713.03
The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by: \$24,528.44
The new CONTRACT PRICE including this CHANGE ORDER will be: \$1,148,241.47
Change to CONTRACT TIME:
The CONTRACT TIME will be (increased) (decreased) by calendar days.
The date for completion for all work will beOctober 14, 2022
<u>Justification</u>
Balancing Authorization to bring the contract value to final measured quantities. Additional sidewalk tems were added as part of the City's sidewalk replacement program.
Approvals Required
Requested by: United City of Yorkville
Recommended by: Engineering Enterprises, Inc.
Accepted by: Holiday Construction, Inc

ENGINEER'S PAYMENT ESTIMATE NO. 5 AND FINAL EAST MAIN STREET IMPROVEMENTS UNITED CITY OF YORKVILLE KENDALL COUNTY, ILLINOIS

PAYABLE TO: HOLIDAY SEWER & WATER CONSTRUCTION, INC.

ADDRESS: 1000 N RAND ROAD SUITE 116

WAUCONDA, IL 60084

PAY PERIOD

FROM: 12/14/2022 TO: 5/24/2023

ITEM NO. BASE B	PAY ITEMS	AWARDED QTY	UNIT	AWA	RDED VALUE A		DEDUCTED QTY L	INIT PRICE	COMPLETED THIS PAY PERIOD	COMPLETED VALUE THIS PAY PERIOD	TOTAL COMPLETED QTY	co	TOTAL OMPLETED VALUE
1 1	TREE REMOVAL, OVER 15 UNIT DIAMETER	30	UNIT	\$	900.00	39.0	\$	30.00	0.0	\$ -	69.0	\$	2.070.00
2	TREE ROOT PRUNING	2	EACH	\$	60.00	6.0	\$		0.0	\$ -	8.0	\$	240.00
3	CONNECTION TO EXISTING WATER MAIN, 8-INCH	4	EACH	\$	18,000.00	2.0	\$		0.0	\$ -	6.0	\$	27,000.00
4	CONNECTION TO EXISTING WATER MAIN, 6-INCH	1	EACH	\$	4,000.00		\$.,	0.0	\$ -	1.0	\$	4,000.00
5	CONNECTION TO EXISTING WATER MAIN. 4-INCH	1	EACH	\$	3,000.00		\$.,	0.0	\$ -	1.0	\$	3,000.00
6	PRESSURE CONNECTION WITH TAPPING SLEEVE AND 8" TAPPING VALVE IN 60" VAULT	2	EACH	\$	15,000.00		2.0		0.0	\$ -	0.0	\$	-
7	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 8-INCH	2,313	LF	\$	289,125.00	10.0	\$	125.00	0.0	\$ -	2323.0	\$	290,375.00
8	GATE VALVE (RESILIENT SEAT) IN VALVE BOX, 8-INCH	1	EACH	\$	3,000.00		\$		0.0	\$ -	1.0	\$	3,000.00
9	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 8-INCH	5	EACH	\$	22,500.00	3.0	\$		0.0	\$ -	8.0	\$	36,000.00
10	WATER MAIN PROTECTION, PVC C-900, 12-INCH	126	LF	\$	6,300.00		126.0 \$		0.0	\$ -	0.0	\$	-
11	LINE STOP, 8-INCH	2	EACH	\$	8,000.00		2.0 \$	4,000.00	0.0	\$ -	0.0	\$	_
12	LINE STOP, 6-INCH	1	EACH	\$	3,000.00		1.0 \$		0.0	\$ -	0.0	\$	_
13	LINE STOP, 4-INCH	1	EACH	\$	2,500.00		1.0 \$	2,500.00	0.0	\$ -	0.0	\$	_
14	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	6	EACH	\$	45,000.00		\$		0.0	\$ -	6.0	\$	45,000.00
15	DUCTILE IRON FITTINGS	2,120	LB	\$	21.20	425.0	\$	0.01	0.0	\$ -	2545.0	\$	25.45
16	WATER SERVICE CONNECTION, 1-INCH	34	EACH	\$	102,000.00		\$	3,000.00	0.0	\$ -	34.0	\$	102,000.00
17	WATER SERVICE PIPE, PEX, 1-INCH	950	LF	\$	950.00		950.0 \$	1.00	0.0	\$ -	0.0	\$	-
18	WATER MAIN TESTING - PRESSURE AND DISINFECTION	1	LS	\$	1,500.00		\$	1,500.00	0.0	\$ -	1.0	\$	1,500.00
19	DISCONNECT AND ABANDON EXISTING WATER MAIN	8	EACH	\$	12,000.00		\$	1,500.00	0.0	\$ -	8.0	\$	12,000.00
20	FIRE HYDRANT TO BE REMOVED	6	EACH	\$	600.00		\$	100.00	0.0	\$ -	6.0	\$	600.00
21	VALVE VAULT TO BE ABANDONED	3	EACH	\$	300.00		\$	100.00	0.0	\$ -	3.0	\$	300.00
22	VALVE BOX TO BE ABANDONED	6	EACH	\$	600.00		\$	100.00	0.0	\$ -	6.0	\$	600.00
23	SANITARY SEWER SERVICE REPAIR, PVC SDR-26, D-2241, 6-INCH	22	EACH	\$	5,500.00		20.0 \$	250.00	0.0	\$ -	2.0	\$	500.00
24	INLET PROTECTION	11	EACH	\$	275.00		11.0 \$	25.00	0.0	\$ -	0.0	\$	-
25	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	120	TON	\$	600.00		120.0 \$	5.00	0.0	\$ -	0.0	\$	-
26	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	120	TON	\$	600.00		120.0 \$	5.00	0.0	\$ -	0.0	\$	-
27	FOUNDATION MATERIAL	35	CY	\$	875.00		35.0 \$	25.00	0.0	\$ -	0.0	\$	-
28	EXPLORATORY EXCAVATION	4	EACH	\$	400.00		2.0 \$	100.00	0.0	\$ -	2.0	\$	200.00
29	PREPARATION OF BASE	8,600	SY	\$	6,450.00		8,600.0 \$	0.75	0.0	\$ -	0.0	\$	-
30	CLASS D PATCHES, 3-INCH	715	SY	\$	17,517.50		559.0 \$	24.50	0.0	\$ -	156.0	\$	3,822.00
31	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	811	SY	\$	1,216.50		655.0 \$	1.50	0.0	\$ -	156.0	\$	234.00
32	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	273	CY	\$	1,365.00		230.0 \$	5.00	0.0	\$ -	43.0	\$	215.00
33	AGGREGATE SUBGRADE IMPROVEMENT	273	CY	\$	1,365.00		230.0 \$	5.00	0.0	\$ -	43.0	\$	215.00
34	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	142	SY	\$	2,023.50		\$	14.25	0.0	\$ -	142.0	\$	2,023.50
35	HOT-MIX ASPHALT SURFACE REMOVAL, 2-INCH	3,160	SY	\$	7,110.00		\$	2.25	0.0	\$ -	3160.0	\$	7,110.00
36	HOT-MIX ASPHALT SURFACE REMOVAL, 4-INCH	6,506	SY	\$	26,024.00		\$	4.00	0.0	\$ -	6506.0	\$	26,024.00
37	HOT-MIX ASPHALT SURFACE REMOVAL - FULL DEPTH WATER MAIN TRENCH	2,093	SY	\$	-		2,093.0 \$	-	0.0	\$ -	0.0	\$	-
38	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	2,856	SY	\$	7,140.00		\$	2.50	0.0	\$ -	2856.0	\$	7,140.00
39	BITMINOUS MATERIALS (PRIME COAT)	18,590	LBS	\$	185.90		18,590.0 \$	0.01	0.0	\$ -	0.0	\$	-
40	BITMINOUS MATERIALS (TACK COAT)	4,515	LBS	\$	45.15		4,515.0 \$	0.01	0.0	\$ -	0.0	\$	-
41	HOT-MIX ASPHALT SURFACE COURSE, MIX 'D', N50, 1.5-2-INCH	1,340	TON	\$	99,830.00	40.0	\$	74.50	0.0	\$ -	1380.0	\$	102,810.00

ENGINEER'S PAYMENT ESTIMATE NO. 5 AND FINAL EAST MAIN STREET IMPROVEMENTS UNITED CITY OF YORKVILLE KENDALL COUNTY, ILLINOIS

PAYABLE TO: HOLIDAY SEWER & WATER CONSTRUCTION, INC.

ADDRESS: 1000 N RAND ROAD SUITE 116

52 WHEELER ROAD

SUGAR GROVE, ILLINOIS 60554

WAUCONDA, IL 60084

PAY PERIOD

FROM: 12/14/2022 TO: 5/24/2023

ITEM NO.	PAY ITEMS	AWARDED QTY	UNIT	AWA	RDED VALUE AI	_	EDUCTED QTY U	NIT PRICE	COMPLETED THIS PAY PERIOD	VA	MPLETED LUE THIS LY PERIOD	TOTAL COMPLETED QTY	C	TOTAL OMPLETED VALUE
42	HOT-MIX ASPHALT BINDER COURSE, IL-9.5, N50, 1.5-INCH	250	TON	\$	21,250.00		26.0 \$	85.00	0.0	\$	-	224.0	\$	19,040.00
43	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50, 2.5-INCH	1,195	TON	\$	84,845.00	90.0	\$	71.00	0.0	\$	-	1285.0	\$	91,235.00
44	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	381	LF	\$	16,287.75	227.0	\$	42.75	0.0	\$	-	608.0	\$	25,992.00
45	SIDEWALK REMOVAL	12,776	SF	\$	15,970.00		4,311.0 \$	1.25	0.0	\$	-	8465.0	\$	10,581.25
46	PORTLAND CEMENT CONCRETE SIDEWALK 5-INCH	14,348	SF	\$	107,610.00		1,629.0 \$	7.50	0.0	\$	-	12719.0	\$	95,392.50
47	DETECTABLE WARNING	168	SF	\$	4,872.00	11.0	\$	29.00	0.0	\$	-	179.0	\$	5,191.00
48	SANITARY MANHOLE TO BE ADJUSTED	11	EACH	\$	10,450.00		1.0 \$	950.00	0.0	\$	-	10.0	\$	9,500.00
49	MANHOLE TO BE ADJUSTED	11	EACH	\$	5,500.00	5.0	\$	500.00	0.0	\$	-	16.0	\$	8,000.00
50	INLET TO BE ADJUSTED	2	EACH	\$	1,000.00		\$	500.00	0.0	\$	-	2.0	\$	1,000.00
51	INLET TO BE RECONSTRUCTED WITH NEW TYPE 1 FRAME AND GRATE	4	EACH	\$	4,000.00		4.0 \$	1,000.00	0.0	\$	-	0.0	\$	-
52	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	600	SY	\$	28,800.00		34.0 \$	48.00	25.0	\$	1,200.00	566.0	\$	27,168.00
53	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT	44	SY	\$	4,290.00	26.0	\$	97.50	0.0	\$	-	70.0	\$	6,825.00
54	AGGREGATE DRIVEWAY REMOVAL AND REPLACEMENT	17	SY	\$	425.00	71.0	\$	25.00	0.0	\$	-	88.0	\$	2,200.00
55	THERMOPLASTIC PAVEMENT MARKING LINE - 4"	180	LF	\$	2,160.00		\$	12.00	0.0	\$	-	180.0	\$	2,160.00
56	ROADWAY EDGE SEALING	3,482	LF	\$	2,611.50	262.0	\$	0.75	3744.0	\$	2,808.00	3744.0	\$	2,808.00
57	MAILBOX TO BE REMOVED AND REPLACED	2	EACH	\$	311.00	28.0	\$	155.50	0.0	\$	-	30.0	\$	4,665.00
58	SIGN TO BE REMOVED AND RESET	1	EACH	\$	261.33		\$	261.33	0.0	\$	-	1.0	\$	261.33
59	RESTORATION	1,900	SY	\$	15,200.00	1,414.0	\$	8.00	0.0	\$	-	3314.0	\$	26,512.00
60	TRAFFIC CONTROL AND PROTECTION	1	LS	\$	43,500.00		\$	43,500.00	0.0	\$	-	1.0	\$	43,500.00
61	ALLOWANCE - ITEMS ORDERED BE THE ENGINEER	25,000	UNIT	\$	25,000.00	9,762.9	\$	1.00	0.0	\$	-	34762.9	\$	34,762.94
		BID VALUE	AWARDED): \$	1,111,222.33					\$	4,008.00		\$	1,094,797.97

				С	OMPLETED		
ALLOV	/ANCE (PAY ITEM NO. 61)	QUANTITY	UNIT		VALUE	SUMMARY	
1	TIME AND MATERIALS NO. 1 - WATER MAIN BREAK	1.00	LSUM	\$	1,700.00	TOTAL MISCELLANEOUS EXTRAS AND CREDITS \$ 53,443	.50
2	WATER SERVICE PIPE, TYPE K COPPER, 1-INCH (\$9.25/FOOT)	986.00	LF	\$	9,120.50	TOTAL COMPLETED CONSTRUCTION COSTS \$ 1,148,241	.47
3	REMOVE AND REPLACE INLETS (\$3,900/EACH)	3	EACH	\$	11,700.00	DEDUCT RETAINAGE \$	-
4	SIDEWALK RE-FRAME ON BRISTOL AVE - GENEVA CONSTRUCTION	1.00	LSUM	\$	545.54	TOTAL AMOUNT DUE TO CONTRACTOR \$ 1,148,241	.47
5	RESTORATION REPAIR AT DAMAGED LOCATIONS	1.00	LSUM	\$	3,892.00	TOTAL DEBITS \$ 1,134,233	.47
6	REMOBILIZE AND RELOCATE ALL MAIL BOXES TO POST OFFICE STANDARD - T&M	1.00	LSUM	\$	7,804.90		
						NET AMOUNT DUE - THIS PAYMENT \$ 14,008	.00
				С	OMPLETED		
MISCE	LLANEOUS EXTRAS AND CREDITS	QUANTITY	UNIT		VALUE		
1	SIDEWALK PROGRAM SIDEWALK REPLACEMENT BRISTOL AND TERI	5089	SF	\$	40,712.00		
2	SIDEWALK PROGRAM SIDEWALK REMOVAL BRISTOL AND TERI	2518	SF	\$	3,147.50		
3	SIDEWALK PROGRAM RESTORATION BRISTOL AND TERI	1198	SY	\$	9,584.00		
DEBITS					VALUES		
1	PAY ESTIMATE NO. 1			\$	368,992.00		
2	PAY ESTIMATE NO. 2			\$	222,454.43	PREPARED BY:	
3	PAY ESTIMATE NO. 3			\$	428,589.69		_
4	PAY ESTIMATE NO. 4			\$	114,197.35		
						APPROVED BY:	
ENGIN	EERING ENTERPRISES, INC.						



Reviewed By:						
Legal						
Finance						
Engineer						
City Administrator						
Community Development						
Purchasing						
Police						
Public Works						
Parks and Recreation						

Agenda Item Number					
New Business #6					
Tracking Number					
PW 2023-56					

Agenda Item Summary Memo

Title: Water Connection Fee Analysis and Recommendations							
Meeting and Date: Public Works Committee – June 20, 2023							
Synopsis:							
Council Action Previou	ısly Taken:						
Date of Action:	Action Taken:						
Item Number:							
Type of Vote Required	: Informational						
Council Action Reques	ted: None						
Submitted by: Krysti J	. Barksdale-Noble, AICP						
	Name	Department					
	Agenda Item No	tes:					



Memorandum

To: Public Works Committee

From: Krysti J. Barksdale-Noble, Community Development Director

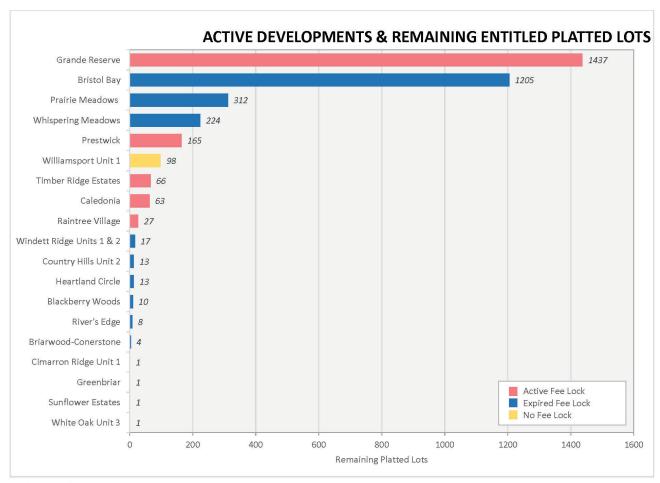
CC: Bart Olson, City Administrator

Date: June 12, 2023

Subject: Water Connection Fee Analysis and Recommendations

Summary

The Community Development Department staff was asked to provide a summary of how a proposed water connection fee increase would affect currently entitled (unplatted and platted) residential developments. Since the mid-2000's, the City has tracked the buildout of residential subdivisions which consisted of thirty-five (35) developments in various stages of construction. As of April 2023, fourteen (14) of the 35 developments are completely built out. Although the remaining 21 residential subdivisions have lots still available for construction, only twelve (12) remain active with construction without a lock on building permit and connection fees. This analysis will focus on those twelve (12) active residential subdivisions, as illustrated below.



Analysis

In the above active residential subdivisions without a fee lock, there are 1,908 entitled lots available for development. Based upon an estimated water connection fee increase by residence type, as described in the following chart proposed by EEI, the estimated revenue from the current water connection rates of these 1,908 undeveloped lots is approximately \$9.6M, however, if the proposed new rates are applied, the revenue estimates range between approximately \$19.9M and \$29.6M should these parcels buildout. The charts on the following page illustrate the projected revenue.

EXISTING CONNECTION FEE TABLE

	Current Connection		
Residence Type	Fee	# of Available Units	Est. Total Revenue
	\$1,587		
Efficiency or Studio Apartment	\$1,587	0	\$0
1 Bedroom Apartment/Condo	\$2,380	0	\$0
2+ Bedroom Apartment/Condo	\$4,761	272	\$1,294,992
1 Bedroom Townhome	\$2,380	0	\$0
2+ Bedroom Townhome	\$4,761	762	\$3,627,882
Duplex Home	\$4,761	182	\$866,502
Single Family Home	\$5,554	692	\$3,843,368
TOTAL	-	1908	\$9,632,744.00

\$3,291 CONNECTION FEE TABLE

	Potential Connection		
Residence Type	Fee	# of Available Units	Est. Total Revenue
	\$3,291		
Efficiency or Studio Apartment	\$3,291	0	\$0
1 Bedroom Apartment/Condo	\$4,937	0	\$0
2+ Bedroom Apartment/Condo	\$9,873	272	\$2,685,456
1 Bedroom Townhome	\$4,937	0	\$0
2+ Bedroom Townhome	\$9,873	762	\$7,523,226
Duplex Home	\$9,873	182	\$1,796,886
Single Family Home	\$11,519	692	\$7,971,148
TOTAL		1908	\$19,976,716.00

50% OF CURRENT + INCREASE (OPTION A) CONNECTION FEE TABLE

Residence Type	Potential Connection Fee	# of Available Units	Est. Total Revenue
Efficiency or Studio Apartment	\$4,085	0	\$0
1 Bedroom Apartment/Condo	\$5,730	0	\$0
2+ Bedroom Apartment/Condo	\$10,667	272	\$2,901,424
1 Bedroom Townhome	\$5,730	0	\$0
2+ Bedroom Townhome	\$10,667	762	\$8,128,254
Duplex Home	\$10,667	182	\$1,941,394
Single Family Home	\$12,312	692	\$8,519,904
TOTAL		1908	\$21,490,976.00

100% OF CURRENT + INCREASE (OPTION B) CONNECTION FEE TABLE

Residence Type	Potential Connection Fee	# of Available Units	Est. Total Revenue
Efficiency or Studio Apartment	\$4,878	0	\$0
1 Bedroom Apartment/Condo	\$7,317	0	\$0
2+ Bedroom Apartment/Condo	\$14,634	272	\$3,980,448
1 Bedroom Townhome	\$7,317	0	\$0
2+ Bedroom Townhome	\$14,634	762	\$11,151,108
Duplex Home	\$14,634	182	\$2,663,388
Single Family Home	\$17,073	692	\$11,814,516
TOTAL		1908	\$29,609,460.00

Note, there is a platted single-family residential development, Williamsport Subdivision, which has 98 lots that is without a fee lock but has remained dormant since 1972. Although not active, staff has included this development in the above estimates due to recent calls from builders interested in this development.

Additionally, of the five (5) residential developments that have a fee lock in place, four (4) are scheduled to expire within the next 5 years. These developments include Caledonia, Prestwick, Raintree Village and Timber Ridge Estates (former Kendallwood Estates) which consists of 321 entitled undeveloped lots. While Grande Reserve's 1,437 remaining lots has a fee lock set to expire in 2041. If the trend of construction for the past decade continues at its current rate (estimating 200 permits per year), a majority of these units will likely be absorbed by the market before their fee locks expire.

Staff Comments

Based upon the above analysis, staff anticipates the proposed water connection fee will have a significant impact on the existing entitled residential developments because over half (12 of 21 or 58%) of the residential subdivisions are affected. Further, the projected revenue expected by the water rate increase from these developments range between ~\$20M to ~\$30M until the units are fully built out within the next 3.5 years, as estimated from the trend in construction activity over the previous decade. This is compared to ~\$10M at the current rate until all 1,908 units are built out. For your reference, please see the attached population projection spreadsheet and chart of residential building and development fees from which this analysis is based.

				PLATTED UNITS												
Name of Current Development	Unit Type	Dwelling Units Built (October 2021)	Total Platted Dwelling Units	% Built of Platted Dwelling Units	Platted Dwelling Units Remaining	Potential units per year	Population per DU	Avg. Pop. Growth per year	2023	2024	2025	2026	2027	2028	2029	2030
Blackberry Woods	Single Family	122	132	92.4%	10	3	2.9	8.7		8.7	8.7	8.7	2.9			
Briarwood	Single Family	37	41	90.2%	4	1	2.9	2.9		2.9	2.9	2.9	2.9			
	Single Family	210	276	76.1%	66	17	2.9	49.3		49.3	49.3	49.3	43.5			
Bristol Bay	Duplex Town Homes	0 281	0 460	#DIV/0! 61.1%	0 179	0 60	2.9 2.9	0 174		0.0 174.0	0.0 174.0	0.0 174.0	0.0			
	Condominiums	352	624	56.4%	272	0	2.0	0		0.0	0.0	0.0	0.0			
Caledonia	Single Family	143	206	69.4%	63	22	2.9	63.8		63.8	63.8	63.8				
Country Hills	Single Family	122	135	90.4%	13	3	2.9	8.7		8.7	8.7	8.7	8.7			
Fox Highlands	Single Family	30	33	90.9%	3	0	2.9	0		0.0	0.0	0.0				
	Single Family	809	1123	72.0%	314	79	2.9	229.1		229.1	229.1	229.1	229.1			
Grande Reserve	Duplex	62	64	96.9%	2	2	2.9	5.8		5.8	0.0	0.0				l
Grande Reserve	Town Homes	225	244	92.2%	19	19	2.9	55.1		55.1	0.0	0.0	l			l
	Apartments	0	0	#DIV/0!	0	0	2.0	0		0.0	0.0	0.0				
Greenbriar	Single Family	157	158	99.4%	1	0	2.9	0		0.0	0.0	0.0				
Heartland Circle	Single Family	249	262	95.0%	13	3	2.9	8.7		8.7	8.7	8.7	8.7			
Heartland Meadows	Single Family	37	46	80.4%	9	4	2.0	8		8.0	8.0	2.0				
Kendall Marketplace	Single Family Town Homes	19 48	28 120	67.9% 40.0%	9 72	3 24	2.9 2.9	8.7 69.6		8.7 69.6	8.7 69.6	8.7 69.6				
Prairie Meadows	Single Family Multi-Family	120 0	164 0	73.2% #DIV/0!	44 0	2	2.9 2.0	5.8 0		5.8	5.8 0.0	5.8 0.0	5.8	5.8	5.8	5.8
Prestwick of Yorkville	Single Family	107	108	99.1%	1	2	2.9	5.8		0.0						
	Single Family	375	402	93.3%	27	27	2.9	78.3		78.3						
Raintree Village	Duplex	124	124	100.0%	0	0	2.9	0		70.3						
	Town Homes	128	128	100.0%	0	0	2.9	0								
River's Edge	Single Family	156	167	93.4%	11	1	2.9	2.9		2.9	2.9	2.9	2.9	2.9	2.9	2.9
Whispering Meadows	Single Family	222	295	75.3%	73	0	2.9	0		0.0	0.0	0.0				
White Oak Estates	Single Family	94	95	98.9%	1	1	2.9	2.9		0.0	0.0	0.0				
Windett Ridge	Single Family	256	275	93.1%	19	6	2.9	17.4		17.4	17.4	17.4				
									2023	2024	2025	2026	2027	2028	2029	2030
								TOTAL:		797	658	652				
													l			
				Average Dwellin							258	258	258	258		
								Average Resident Per Ur					2.7 697	2.7 697	2.7 697	2.7 697
				1				TOTALS:	23,737	24,534	25,191	25,843	26,539	27,236	27,933	28,629

Residential Building & Development Fees (As of April 2023)

Development	Fee Lock Expiration	Ord./Res. Number	% Platted Lots Build Out	Remaining Platted Lots	School Transition Fee	Building Permit Fees*	Water Connection	Water Meter	Sewer Connection	Public Walks Driveway	Capital Fees (Development)	Land/Cash SFD/SFA	Road Contribution
Autumn Creek	4/25/2021	2016-33	100%	0	3,000	1,150	2,600 SFD 2,280 SFA	590 SFD	2,000	60	2,800	2,087.09 SFD 1,222.20 SFA	0
Blackberry North 1	N/A	1994-24	100%	0	1,500	1,150	3,700 SFD	435 SFD	2,000	60	1,150	1,960 SFD	0
Blackberry Woods	12/18/2018	2010-2018	92.4%	10	3,000	1,150	5,554 SFD	550 SFD	2,000	60	2,650	5,348.18 SFD	0
Briarwood-Cornerstone	6/11/2021	2013-14	90.2%	4	3,000	1,500	5,554 SFD	550 SFD	200	0	1,200	5,719 SFD	0
Bristol Bay	4/26/2018	2010-32	62.0%	517	3,000	1,150	5,554 SFD/DU 4,761 SFA (2 bed) 2,380 SFA (1 bed)	550 SFD 700 SFA	2,000	60	4,409	2,668.16 SFD 1,678.45 DU 1,562.48 TH 1,380.33 CONDO	2,000
Caledonia	11/25/2023	2016-08	98.6% (Phase 1&2) 0% (Phase 3)	2 (Phase 1&2) 61 (Phase 3)	3,000	1,150	2,660 SFD	550 SFD	2,000	60	2,100	5,398.75 SFD	0
Cannonball Estates	10/28/2004	1999-20	100%	0	3,000	1,150	3,700 SFD	435 SFD	2,000	60	8,009	2,677 SFD	0
Cimarron Ridge Unit 1 ²	10/26/1999	1989-9	98.6%	1	0	1,150	3,700 SFD	435 SFD	2,000	60	4,259	3,161 SFD 1,370 SFA	0
Cimarron Ridge Unit 2 ²	10/26/1999	1989-9	100%	0	0	1,150	3,700 SFD	435 SFD	2,000	60	4,259	0	0
Country Hills Unit 1 1	12/31/2019	Res. 2014-13	100%	0	1,500	1,150	3,700	435 SFD 590 SFA	2,000	60	1,150	1,622/738	0
Country Hills Unit 2 14	12/31/2019	Res. 2014-13	92.3%	13	3,000	1,150	5,554	550 SFD	2,000	60	4,259	1,622 SFD	0
Fox Highlands ¹	3/27/2012	1997-6	100%	0	3,000	1,150	3,700 SFD 3,171 SFA	435 SFD 590 SFA	200	60	4,259	4,768	0
Foxfield II ¹	N/A		100%	0	3,000	1,150	2,660	435 SFD 590 SFA	2,000	60	1,150	3,958	0
Fox Hill ¹	4/21/2009	1994-14	100%	0	1,500	1,150	3,700 SFD 3,171 SFA (2 bed) 1,586 SFA (1 bed)	435 SFD 590 SFA	2,000	60	4,259	853 SFD 338 DU 214 TH	0
Grande Reserve ³	7/21/2041	2021-13	76.6%	335	3,000	2,150	0	550 SFD 590 SFA	500	60	1,500 BKFD 832.70 OFPD	0	2,000
Green Briar ¹	N/A		99.4%	1	3,000	1,150	5,554	550 SFD 590 SFA	2,000	60	4,259	1,924 SFD 1,047 DU	0
Heartland ¹	12/29/2019	1999-30	100%	0	1,500	1,150	3,700	435 SFD	2,000	60	1,150	1,892 SFD	0
Heartland Circle	11/26/2022	2002-48	95%	13	3,000	1,150	5,554	550 SFD	2,000	60	4,259	0	0
Kylyn's Ridge	12/11/2007	2002-43	100%	0	3,000	1,150	800	435 SFD	2,000	60	4,259	3,520.50 SFD	0
Prairie Gardens ²	7/27/2020	2000-36	100%	0	0	1,150	3,171 (2 bed) 1,586 (1 bed)	590 SFA	2,000	60	1,150	1,647	0
Prairie Meadows Lots 1-18	5/24/2009	2003-46	89%	2	3,000	1,150	5,554	550 SFD 590 SFA	2,000	60	4,259	0	0
Prairie Meadows Lots 19-164	5/24/2009	2003-46	71%	42	3,000	1,150	5,554	550 SFD 700 SFA	2,000	60	4,409	0	0
Prestwick	10/8/2023	2013-56	99.1%	1	3,000	1,150	3,700	475 SFD	2,000	60	2,050	1,792.68	0
Raintree Village ¹	4/23/2024	2019-27	95.9	27	1,500	1,150	3,000	550 SFD	0	60	0	0	0
Rivers Edge	3/9/2005	2000-04	93.4%	11	3,000	1,150	5,554	550 SFD	2,000	60	4,259	1,737	0
Sunflower Estates	4/8/2008		99.1%	1	3,000	1,150	5,554	550 SFD	2,000	60	4,259	2,601	0
Timber Ridge Estates (former Kendallwood)	2/17/2027	2022-05	5.7%	66	3,000	1,150	5,554	550 SFD	2,000	60	0	5,349.52	0
Whispering Meadows	8/12/2007	2003-52	75.3%	73	3,000	1,150	5,554	550 SFD	2,000	60	1,650	3,650.64	0

Residential Building & Development Fees (As of April 2023)

White Oak Units 1 & 2 ²	8/25/1998	1988-14	100%	0	0	1,150	3,700	435 SFD	2,000	60	1,150	2.079	0
White Oak Unit 3 ²	8/25/1998	1988-14	99%	1	0	1,150	5,554	550 SFD	2,000	60	4,409	3,298	0
White Oak Unit 4 ²	8/25/1998	1988-14	100%	0	0	1,150	3,700	435 SFD	2,000	60	1,150	3,298	0
Wildwood Unit 1 ²	4/14/1993	1983-07	100%	0	0	1,150	3,700	435 SFD	2,000	60	4,259	2,066	0
Williamsport Unit 1	N/A	1972-21	0%	98	0	1,150	5,554	550 SFD	2,000	60	0	0	0
Windett Ridge Unit 11	12/31/2020	2019-07	98.1%	5	3,000	1,150	5,554	550 SFD	0	60	2,650	0	0
Windett Ridge Unit 2	12/31/2020	2019-07	0%	12	3,000	1,150	5,554	550 SFD	0	60	2,650	0	0

Building Permit Fees: Assumes a 2,500 sq. ft. structure @ \$650.00 + 0.20 per square foot Sanitary District Fees: \$1,400 per Unit Sprinklers Add \$50 per unit

School District Fee: \$3,000

School District Fee: \$1,500 (Windett Ridge Unit 1 only for 1st 140 permits, then \$3,000)

School District Fee: -0.

School

Fully Built-Out Subdivision

Expired Fee Lock with Platted Lots Remaining

Lots with Active Fee Lock

Exhibit A: Water Works System Improvements Per P.E. Water System Connection Fee Analysis United City of Yorkville 5/9/2023

1 P.E. = 75 gpd based on 2nd LMAA Submittal (for all supply, treatment, and storage improvements)

DRILL WELL NO. 6 AND CONNECT TO WELL NO. 4 WATER TREATMENT PLANT PER P.E.

Well & Trea	atment		Total Project			
Capacity		Additional P.E. Served ^α	Total Project Cost	Cost Per		
(GPN	1)	P.E. Served		P.E.		
1,000	1 Deep	8,471	\$6,668,000	\$788		

 $^{^{\}mbox{\tiny α}}$ Based on Reliable Source Capacity (Well operating 18 hours per day to meet the Maximum Day Demand).

CONNECTING TO LAKE MICHIGAN COSTS - CAPACITY

Improvement	Additional P.E. Served	Additional P.E. to 2050 Population Ratio	Total Project Cost	Cost Per P.E.
LM07 - DWC Water Transmission Mains	21,064	0.44	\$90,520,000	\$1,894
LM08 - DWC Buy-In Costs	21,064	0.44	\$8,856,000	\$185
LM09 - North Delivery Station and Receiving Station (BPS) and NE EWST Altitude Valve	21,064	0.44	\$4,587,000	\$96
LM10 - North Receiving Station Ground Storage Tank (2.0 MG)	21,064	0.44	\$5,650,000	\$118
LM11 - South Delivery Station and Receiving Station (BPS)	21,064	0.44	\$4,362,000	\$91
LM12 - South Receiving Station Ground Storage Tank (2.0 MG)	21,064	0.44	\$5,650,000	\$118
			\$119,625,000	\$2,503

Additional P.E. is calculated based on the population increase from 2023 to 2050.

FEE SUMMARY	FEE PER P.E.
WATER SUPPLY AND TREATMENT	\$788
LAKE MICHIGAN CONNECTION	\$2,503
TOTAL COST	\$3,291

\\Milkyway\EEI_Storage\Docs\Public\Yorkville\2022\YO2230-P Lake Michigan Connection-Preliminary Engineering\Eng\Water Connection Fee Analysis\(Connection Fee Analysis - YO - V2.xisx)\Exhibit A - Analysis

 $^{^{\}alpha}$ Max:Avg Day Ratio = 1.7

 $^{^{\}alpha}$ 75 gpcd was assumed based on 2nd LMAA Submittal

EXHIBIT B: RESIDENTIAL CONNECTION FEE

WATER SYSTEM CONNECTION FEE ANALYSIS
United City of Yorkville
6/9/2023

Residence Type	Projected P.E. Per Residence	Current Connection Fee \$1,587/PE	Flat Fee of 2.75 PE Per Unit \$3,291/PE	Potential Connection Fee Increase \$3,291/PE	Potential Connection Fee Total - Option A 50% of Current, Plus Increase	Potential Connection Fee Total - Option B 100% of Current, Plus Increase
Efficiency or Studio Apartment	1.00	\$1,587	\$9,050	\$3,291	\$4,085	\$4,878
1 Bedroom Apartment/Condo	1.50	\$2,381	\$9,050	\$4,937	\$5,730	\$7,317
2+ Bedroom Apartment/Condo	3.00	\$4,761	\$9,050	\$9,873	\$10,667	\$14,634
1 Bedroom Townhome	1.50	\$2,381	\$9,050	\$4,937	\$5,730	\$7,317
2+ Bedroom Townhome	3.00	\$4,761	\$9,050	\$9,873	\$10,667	\$14,634
Duplex Home	3.00	\$4,761	\$9,050	\$9,873	\$10,667	\$14,634
Single Family Home	3.50	\$5,555	\$9,050	\$11,519	\$12,312	\$17,073

Note: The existing connection fee was based on water storage, supply and treatment capacities. With the connection to Lake Michigan, water treatment will no longer be necessary. The water treatment portion of the existing connection fee is approximately 50%.

G:\Public\Yorkville\2023\YO2316-C Connection Fee Analysis\Water Connection Fee Analysis\(Connection Fee Analysis - YO - V3 Rev061523.xlsx)Ex. B - Residential



EXHIBIT C: NON-RESIDENTIAL CONNECTION FEE

WATER SYSTEM CONNECTION FEE ANALYSIS United City of Yorkville

5/9/2023

Water Meter Size	Current Water Connection Fee					
1"	\$3,700					
1 1/2"	\$4,000					
2"	\$5,000					
3"	\$8,000					
4"	\$15,000					
6"	TBD					
8"	TBD					

Legend

Non-Residential Land Use shall be considered all land uses other than those defined in Exhibit A, Page 1

TBD = Connection Fee To Be Determined By City Council on a Case-By-Case Basis

EXHIBIT D - COMPARISON OF EXISTING CONNECTION FEES BY WATER METER SIZE

WATER SYSTEM CONNECTION FEE ANALYSIS

United City of Yorkville 5/9/2023

Residential Connection Fees

Water Meter Size Y	Yorkville ⁷	EXISTING DWC COMMUNITIES		Plainfield	Aurora⁵	Montgomery ⁶	North Aurora	Oswego ³	Plano	Sugar Grove	
		Bartlett ⁴	Naperville								
1" or Less		\$1,680	\$945	\$2,760	\$1,705	\$1453 x PE	\$3,000	\$2,700	\$2,400	\$495	
1-1/2"	\$1,587-\$5,554	\$1,680	\$1365 (1-1/4"), \$1890 (1-1/2")	\$3,305	\$3,125	\$1453 x PE	\$3,588	\$2,700	\$2,400	\$1,005	
2"		\$1,680	\$3,024	\$4,280	\$4,980	\$1453 x PE	\$5,550	\$2,700	\$4,800	\$1,150	

Commercial/Industrial Connection Fees

Water Meter Size	Yorkville	EXISTING DWC COMMUNITIES		Plainfield	Aurora ⁵	Montgomery ⁶	North Aurora	Oswego ³	Plano	Sugar Grove	
		Bartlett ⁴	Naperville								
2"	\$5,000	\$0.23 / SF	\$3,024	\$4,280	\$4,980	\$3,500	\$5,550	\$3,800	\$4,800	\$1,150	
3"	\$8,000	\$0.23 / SF	\$6,048	\$4,775	\$11,435	\$7,500	\$10,765	\$3,800	\$7,200	\$2,210	
4"	\$15,000	\$0.23 / SF	\$9,450	\$5,250	\$19,320	\$13,000	\$20,990	\$3,800		\$3,779	
6"	TBD ²	\$0.23 / SF	\$18,900	\$6,230	\$40,430	\$18,500	\$35,870	\$3,800		\$5,910	
8"	TBD ²	\$0.23 / SF	\$30,240		\$62,760	\$51,000	\$55,975	\$3,800			

Notes

- 1. Connection Fees as of February 2023. Note that the rates for some communities are the same regardless of residential vs. non-residential.
- 2. TBD = Connection fee for meters 6" and larger to be determined by Yorkville City Council on a case by case basis per Ordinance.
- 3. Oswego rate for Residential: \$2200 connection + \$500 meter fee; Commercial \$3700 connection + \$100 meter fee. 1"-2" assumed to be commercial. For multiple-unit residential buildings, \$2,200 per unit.
- 4. All non-residential and apartment buildings in Bartlett require a connection fee of \$0.23 / SF. Residential buildings in Bartlett require a connection fee of \$1680 "per dwelling unit"
- 5. Water connection fees for Aurora vary based on type of meter (Disc, Turbo, or Compound) for some meter sizes. The highest fees for each meter size are shown above.
- 6. Montgomery uses different metrics to calculate residential fees than it does to calculate commercial/industrial fees. Residential connection fees are not based on meter size, but rather on population equivalent per type of dwelling unit. See municipal code for PE ratios. Commercial/industrial fees are listed in a table on the municipal code.
- 7. Yorkville residential connection fees are based on residence type. See table in municipal code.