



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, September 19, 2023

6:00 p.m.

East Conference Room #337

651 Prairie Pointe Drive, Yorkville, IL

Citizen Comments:

Minutes for Correction/Approval: August 15, 2023

New Business:

1. PW 2023-72 Briarwood Subdivision Traffic Sign Analysis
2. PW 2023-73 Road to Better Roads 2023 Update
3. PW 2023-74 East Van Emmon STP – Design Engineering Agreement
4. PW 2023-75 Water Audits and Non-Revenue Reduction – Design Engineering Agreement
5. PW 2023-76 2023 Sanitary Sewer Lining – Contract Award
6. PW 2023-77 Riverwalk Route 47 Crossing – Preliminary Engineering Agreement
7. PW 2023-78 Dump Truck Price Increase

Old Business:

Additional Business:

UNITED CITY OF YORKVILLE
WORKSHEET
PUBLIC WORKS COMMITTEE
Tuesday, September 19, 2023
6:00 PM
CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. August 15, 2023

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

NEW BUSINESS:

1. PW 2023-72 Briarwood Subdivision Traffic Sign Analysis

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

2. PW 2023-73 Road to Better Roads 2023 Update

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

3. PW 2023-74 East Van Emmon STP – Design Engineering Agreement

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

4. PW 2023-75 Water Audits and Non-Revenue Reduction – Design Engineering Agreement

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

5. PW 2023-76 2023 Sanitary Sewer Lining – Contract Award

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

6. PW 2023-77 Riverwalk Route 47 Crossing – Preliminary Engineering Agreement

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

7. PW 2023-78 Dump Truck Price Increase

☐ Moved forward to CC _____

☐ Approved by Committee _____

☐ Bring back to Committee _____

☐ Informational Item

☐ Notes _____

ADDITIONAL BUSINESS:



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

Agenda Item Number

Minutes

Tracking Number

Agenda Item Summary Memo

Title: Minutes of the Public Works Committee – August 15, 2023

Meeting and Date: Public Works Committee – September 19, 2023

Synopsis: _____

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Committee Approval

Submitted by: Minute Taker

Name

Department

Agenda Item Notes:

**UNITED CITY OF YORKVILLE
PUBLIC WORKS COMMITTEE
Tuesday, August 15, 2023, 6:00pm
Yorkville City Hall, East Conference Room #337
651 Prairie Pointe Drive, Yorkville, IL**

IN ATTENDANCE:

Committee Members

Chairman Ken Koch
Alderman Matt Marek

Alderman Craig Soling
Alderman Rusty Corneils via Zoom (6:04pm)

Other City Officials

City Administrator Bart Olson
Public Works Director Eric Dhuse

Assistant City Administrator Erin Willrett via Zoom
Engineer Brad Sanderson, EEI

Other Guests: None

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

Citizen Comments: None

Previous Meeting Minutes: July 18, 2023

The minutes were approved as presented.

New Business:

1. PW 2023-67 Water Reports for April – June 2023

Mr. Dhuse noted the many new customers each month. Alderman Soling mentioned the big increase in water usage as the weather warmed up and Mr. Dhuse replied that it is for pools, watering sod and Raging Waves which uses one million gallons. Flushing water mains also uses about 800,000 gallons. These reports move to the City Council consent agenda for approval and then are forwarded to the IEPA.

2. PW 2023-68 Well No. 7 Standby Generator – Design Engineering Agreement

Mr. Olson said this is the big standby generator that is funded in the budget. The city attempted to do this 4-5 years ago and was lacking some needed switch gears. Now the project has increased to \$1.2 million. This equipment will protect against water outages and will allow staff to transfer water between different areas of town during long-term power outages. It will be bid next year and EEI has estimated \$52,000 for a design engineering agreement with a slightly changed scope. Mr. Olson said the cost is a bit more than expected but there is savings from other projects. Alderman Soling asked if this equipment will still be useful when Lake Michigan water is used. Mr. Duse replied yes, that the equipment is sized for use with the lake water. This moves forward to the regular agenda.

3. PW 2023-69 Well No. 7 Rehabilitation – Change Order No. 1

The rehab of this well is complete and this is the balancing Change Order which reflects a decrease of \$20,000 from the contract. Mr. Sanderson recommended approval and this moves to the consent agenda.

4. PW 2023-70 Ordinance Amending the Yorkville City Code, Title 7, Chapter 5, Section 7-5-3A

This item was also discussed a couple months ago, said Mr. Olson. There are updated charts and figures and information regarding competitive impact fees.

Rather than move to a flat-based fee system, the city decided to keep the PE method which is a population

equivalency based system. The current connection fees are \$1,500 to \$5,500. Calculations had been done to justify the legal limits of what was thought could be charged. In the calculations, staff took the total costs of all components of the Lake Michigan project and divided it by the number of people it would serve for a per person amount. The question arose--should new residents pay into the costs of water projects started many years ago, considering they benefit from it. Staff arrived at a cost of \$6,500 to \$10,500 for water connection fees. The information has been sent to builders and developers with no responses from them as of yet. In the past, there was a moderate response to increases, but most understood the need. They are more concerned about impact fees.

For commercial or non-residential, the same calculations were used, with a \$5,000 increase spread out over 5 years. He also noted that Ms. Barksdale Noble did an analysis and said that some subdivisions have fee locks and Grande Reserve has their own water system. He also mentioned a few of the other subdivisions and their status. Mr. Olson said staff is prepared to move forward with this recommendation to generate additional revenue.

Alderman Koch asked about fee locks if development stalled. Mr. Olson explained that when the fee lock expires, a notification is given and staff has a conversation with the builder to ask their plans. The builder usually pays in advance and at the lower amount and they may prepay for others they will build in the near future. Alderman Marek asked if some builders may pay in advance, then request a fee lock. Mr. Olson said developers or owners might ask for fee reductions. The current rates have been in place since 2017.

The committee briefly discussed Bristol Bay and the development there. They do not have fee locks and there is mixed ownership. Alderman Marek asked how many spaces are available on the north side and Mr. Olson will research.

This moves to the regular agenda.

5. PW 2023-71 Tandem Axle Dump Truck Purchase

Mr. Dhuse said this is a scheduled replacement for a truck that had been rehabbed. An additional 7 years was gained from that truck. He said they switched brands to Western Star since the County Highway Department switched to them with standing orders every year. This truck will save \$60,000 in the budget, but the manufacturers are reluctant to give a time frame. When the new truck is received, a trade-in estimate will be obtained, but Mr. Dhuse said he may keep the old truck. This moves to the regular agenda.

Old Business: None

Additional Business:

Mr. Dhuse said stop signs have been placed in Grande Reserve and the police have put up a message board.

Alderman Soling asked about the hydrant in the middle of the road—Mr. Dhuse said it is now removed.

There was no further business and the meeting adjourned at 6:27pm.

Minutes respectfully transcribed by
Marlys Young, Minute Taker



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

Agenda Item Number

New Business #1

Tracking Number

PW 2023-72

Agenda Item Summary Memo

Title: Briarwood Subdivision Traffic Sign Analysis

Meeting and Date: Public Works Committee – September 19, 2023

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: None

Council Action Requested: Informational

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

To: Bart Olson, City Administrator
From: Brad Sanderson, EEI
CC: Eric Dhuse, Director of Public Works
Krysti Barksdale-Noble, Community Dev. Dir.
Jori Behland, City Clerk
James Jensen, Chief of Police
Date: September 8, 2023
Subject: Briarwood Subdivision – Traffic Sign Analysis

As requested, we investigated the possible installation of stop or yield signs at the following intersections:

- Cornerstone Drive and Wood Sage Avenue
- Wood Sage Avenue and Garden Street
- Greenbriar Road and Cornerstone Drive

The governing entity on traffic control signage is the Manual on Uniform Traffic Control Devices (MUTCD). The manual states as follows in regard to yield and stop sign installation:

Guidance:

Engineering judgment should be used to establish intersection control. The following factors should be considered:

- A. Vehicular, bicycle, and pedestrian traffic volumes on all approaches;*
- B. Number and angle of approaches;*
- C. Approach speeds;*
- D. Sight distance available on each approach; and*
- E. Reported crash experience.*

YIELD or STOP signs should be used at an intersection if one or more of the following conditions exist:

- A. An intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law;*
- B. A street entering a designated through highway or street; and/or*
- C. An unsignalized intersection in a signalized area.*

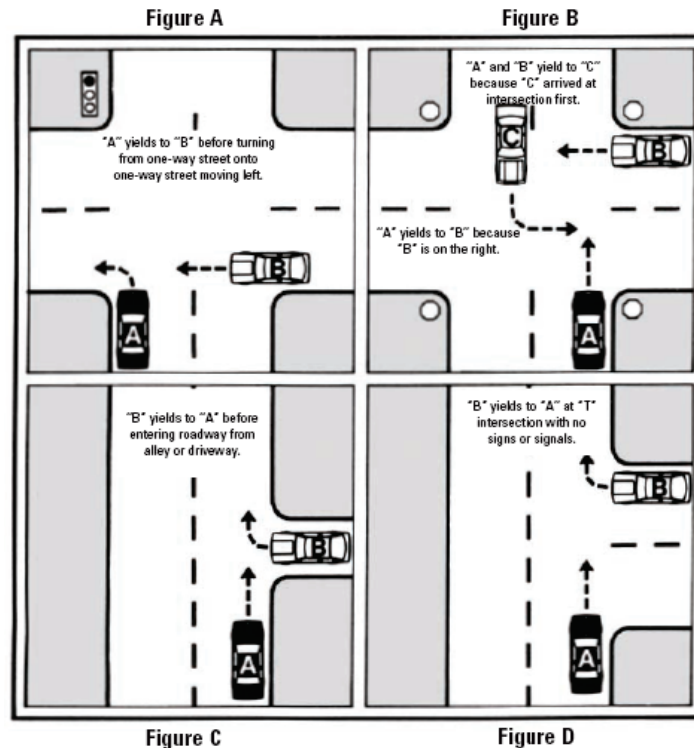
In addition, the use of YIELD or STOP signs should be considered at the intersection of two minor streets or local roads where the intersection has more than three approaches and where one or more of the following conditions exist:

- A. The combined vehicular, bicycle, and pedestrian volume entering the intersection from all approaches averages more than 2,000 units per day;*
- B. The ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with the normal right-of-way rule if such stopping or yielding is necessary; and/or*
- C. Crash records indicate that five or more crashes that involve the failure to yield the right-of-way at the intersection under the normal right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a 2-year period.*

Yield or Stop signs should not be used for speed control.

At unsigned intersections, the application of the normal right-of-way rules would apply.

Figure D taken from the Illinois Drivers Manual shows that the minor roadway should yield to traffic on the major roadway at uncontrolled intersections.



Our findings were as follows:

- **Cornerstone Drive and Wood Sage Avenue**
 - Currently, there is an unauthorized yield sign on a construction barricade at the northwest corner of Wood Sage Avenue and Cornerstone Drive.
 - Vehicles were parked along northbound Cornerstone Drive approaching the intersection.
 - Neither street has a posted speed limit, therefore the speed limit is 30 mph on both streets.
 - The traffic volume appears to be below 2,000 units per day (approx. 192 units per day).
 - There are no sight distance constraints in any direction approaching the intersection.
 - The Yorkville Police Department had reported no accidents at this intersection in the past three years.
 - This intersection does not appear to be a good candidate for a yield or stop sign based on the above criteria. The unauthorized yield sign should be removed.
 - School pickup and drop-off traffic did not appear to be using this intersection as a cut through when the study was conducted during morning commute hours.
- **Wood Sage Avenue and Garden Street**
 - Currently, there is no signage control at the intersection.
 - No parking is permitted on the north side of Garden Street.
 - Garden Street has a school zone speed limit of 20 mph, while Wood Sage Avenue has no posted speed limit signage. Therefore, the speed limit on Wood Sage Avenue is 30 mph.
 - The traffic volume appears to be below 2,000 units per day (approx. 576 units per day).
 - There are no sight distance constraints in any direction approaching the intersection.

- The Yorkville Police Department had reported no accidents at this intersection in the past three years.
- This intersection does not appear to be a good candidate for a yield or stop sign based on the above criteria.
- School pickup and drop-off traffic did not appear to be using this intersection as a cut through when the study was conducted during morning commute hours.

- **Greenbriar Road and Cornerstone Drive**

- Currently, there is a stop sign on at the northwest corner of Greenbriar Road and Cornerstone Drive.
- Neither street has a posted speed limit, therefore the speed limit is 30 mph on both streets.
- School bus traffic was observed using Greenbriar Road during the study.
- The traffic volume appears to be above 2,000 units per day (approx. 2184 units per day).
- There are no sight distance constraints in any direction approaching the intersection.
- The Yorkville Police Department had reported no accidents at this intersection in the past three years.
- Based on the above criteria, this intersection does appear to be a good candidate for the stop sign currently in place.
- School pickup and drop-off traffic did not appear to be using this intersection as a cut through when the study was conducted during morning commute hours.



Engineering Enterprises

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

DATE:	SEPTEMBER 2023
PROJECT NO.:	YO1107
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2011\
FILE:	YO1107-Location of Yield Sign.mxd

BRIARWOOD SUBDIVISION TRAFFIC SIGN ANALYSIS



**UNITED CITY OF YORKVILLE
TWO WAY YIELD OR STOP
PRELIMINARY ENGINEERING EVALUATION**

Location: Cornerstone Drive and Wood Sage Avenue

Evaluation Criteria

Guidance: Engineering judgement should be used to establish intersection control. The following factors should be considered:

- A. Vehicular, bicycle, and pedestrian traffic volumes on all approaches;
- B. Number and angle of approaches;
- C. Approach speeds;
- D. Sight distance available on each approach; and
- E. Reported crash experience.

<u>Criteria Met</u>			<u>Criteria**</u>
Yes	Additional Study Required	No	
I. YIELD or STOP signs should be used at an intersection if one or more of the following conditions exist:			
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. An intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. A street entering a designated through highway or street; and/or
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C. An unsignalized intersection in a signalized area.
II. In addition, the use of YIELD or STOP signs should be considered at the intersection of two minor streets or local roads where the intersection has more than three approaches and where one or more of the following conditions exist:			
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. The combined vehicular, bicycle, and pedestrian volume entering the intersection from all approaches averages more than 2,000 units per day;
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. The ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with the normal right-of-way rule if such stopping or yielding is necessary; and/or
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C. Crash records indicate that five or more crashes that involve the failure to yield the right-of-way at the intersection under the normal right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a 2-year period.

Based on a preliminary review of the criteria for a YIELD or STOP sign the following action is recommended:

- A. ☐ Criteria are clearly met recommending installation of a YIELD or STOP sign (Circle designated sign type)
Designate Location: _____
- B. ☒ Criteria are not clearly met at this time - no further action recommended
- C. ☐ Criteria may or may not be met - additional engineering study required

By: Gabriel Braboy

Date: 9/6/2023

PROJECT ENGINEER
Title

By: _____

Date: _____

Title

* Based upon Professional Engineer's Review

** Manual on Uniform Traffic Control Devices (MUTCD)



Engineering Enterprises, Inc.

INTERSECTION



CORNERSTONE DRIVE – WESTBOUND
APPROACH

LOOKING WEST



CORNERSTONE DRIVE – WESTBOUND
APPROACH

LOOKING NORTH



Engineering Enterprises, Inc.

INTERSECTION



CORNERSTONE DRIVE – EASTBOUND
APPROACH

LOOKING EAST



CORNERSTONE DRIVE – EASTBOUND
APPROACH

LOOKING NORTH



Engineering Enterprises, Inc.

INTERSECTION



WOOD SAGE AVENUE –
SOUTHBOUND APPROACH

LOOKING SOUTH



WOOD SAGE AVENUE –
SOUTHBOUND APPROACH

LOOKING WEST



WOOD SAGE AVENUE –
SOUTHBOUND APPROACH

LOOKING EAST



Engineering Enterprises, Inc.

52 Wheeler Road • Sugar Grove, Illinois 60554

TEL: (630) 466-6700

FAX: (630) 466-6701

PROJECT TRAFFIC CONTROL SIGNAGE - YORKVILLE

PROJECT NUMBER Y01107-C

SUBJECT CORNERSTONE DRIVE -

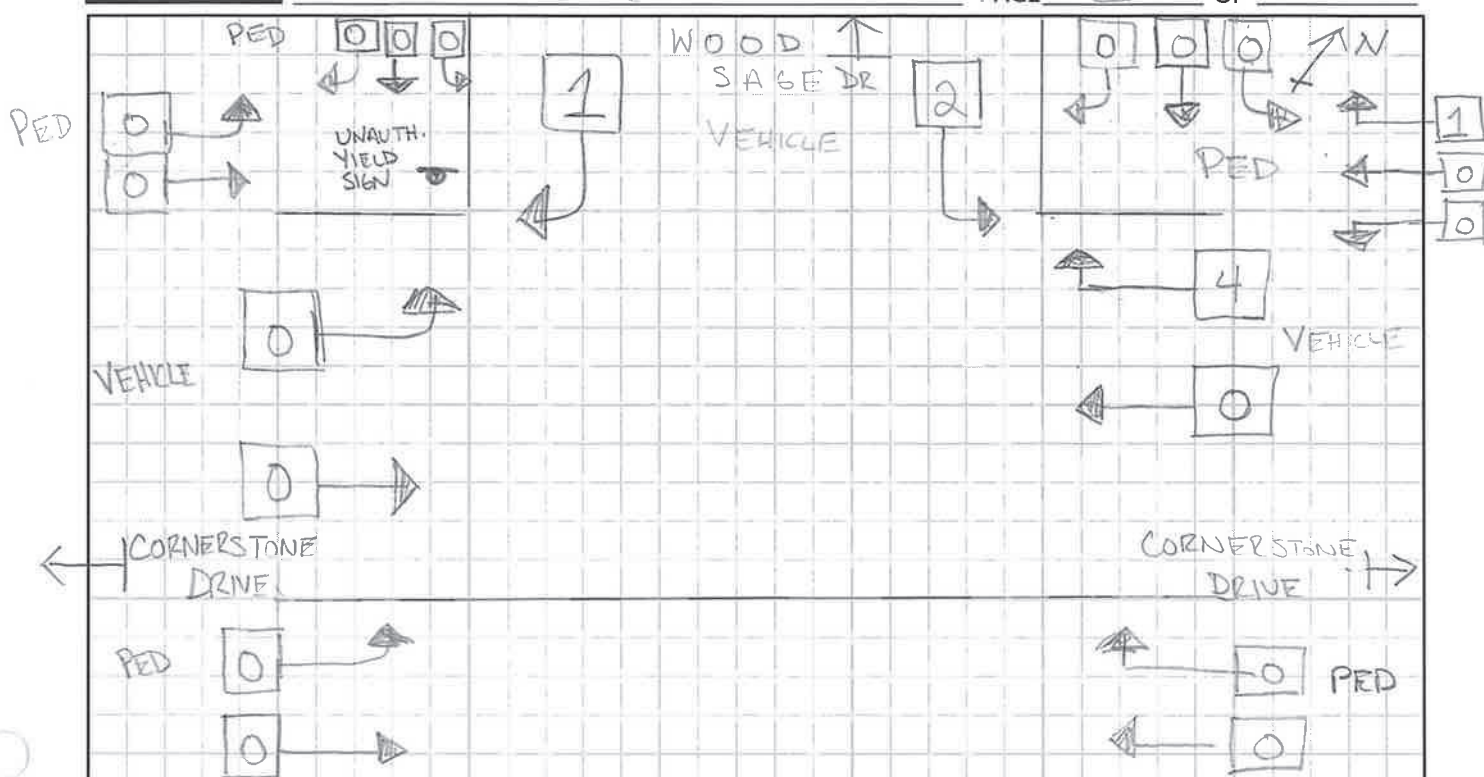
BY GAB

DATE 8/23/2023

WOOD SAGE AVENUE - TRAFFIC COUNTS

PAGE 1

OF 1



NOTES DATA TAKEN WEDNESDAY 23, 2023 8:00AM-9:00AM

* VOLUME = $\frac{8 \text{ VEH/PED/BIKE}}{\text{HR}} \approx 192 \frac{\text{VEH/PED/BIKE}}{\text{DAY}}$

- VEHICLE PARKED ON CORNERSTONE DR, NB LANE NEAR INTERSECTION.
- NO POSTED SPEED SIGNS
- NO PEDESTRIAN TRAFFIC
- NO SCHOOLBUS TRAFFIC

**UNITED CITY OF YORKVILLE
TWO WAY YIELD OR STOP
PRELIMINARY ENGINEERING EVALUATION**

Location: Wood Sage Avenue and Garden Street

Evaluation Criteria

Guidance: Engineering judgement should be used to establish intersection control. The following factors should be considered:

- A. Vehicular, bicycle, and pedestrian traffic volumes on all approaches;
- B. Number and angle of approaches;
- C. Approach speeds;
- D. Sight distance available on each approach; and
- E. Reported crash experience.

<u>Criteria Met</u>			<u>Criteria**</u>
Yes	Additional Study Required	No	
I. YIELD or STOP signs should be used at an intersection if one or more of the following conditions exist:			
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. An intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. A street entering a designated through highway or street; and/or
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C. An unsignalized intersection in a signalized area.
II. In addition, the use of YIELD or STOP signs should be considered at the intersection of two minor streets or local roads where the intersection has more than three approaches and where one or more of the following conditions exist:			
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. The combined vehicular, bicycle, and pedestrian volume entering the intersection from all approaches averages more than 2,000 units per day;
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. The ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with the normal right-of-way rule if such stopping or yielding is necessary; and/or
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C. Crash records indicate that five or more crashes that involve the failure to yield the right-of-way at the intersection under the normal right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a 2-year period.

Based on a preliminary review of the criteria for a YIELD or STOP sign the following action is recommended:

- A. ☐ Criteria are clearly met recommending installation of a YIELD or STOP sign (Circle designated sign type)
Designate Location: _____
- B. ☒ Criteria are not clearly met at this time - no further action recommended
- C. ☐ Criteria may or may not be met - additional engineering study required

By: Gabriel Braboy

Date: 9/6/2023

PROJECT ENGINEER
Title

By: _____

Date: _____

Title

* Based upon Professional Engineer's Review

** Manual on Uniform Traffic Control Devices (MUTCD)



Engineering Enterprises, Inc.

INTERSECTION



GARDEN STREET – EASTBOUND
APPROACH

LOOKING EAST



GARDEN STREET – EASTBOUND
APPROACH

LOOKING SOUTH



Engineering Enterprises, Inc.

INTERSECTION



GARDEN STREET – EASTBOUND
APPROACH

LOOKING WEST



GARDEN STREET – WESTBOUND
APPROACH

LOOKING SOUTH



Engineering Enterprises, Inc.

INTERSECTION



WOOD SAGE AVENUE –
NORTHBOUND APPROACH

LOOKING NORTH



WOOD SAGE AVENUE –
NORTHBOUND APPROACH

LOOKING WEST



Engineering Enterprises, Inc.

INTERSECTION



WOOD SAGE AVENUE –
NORTHBOUND APPROACH

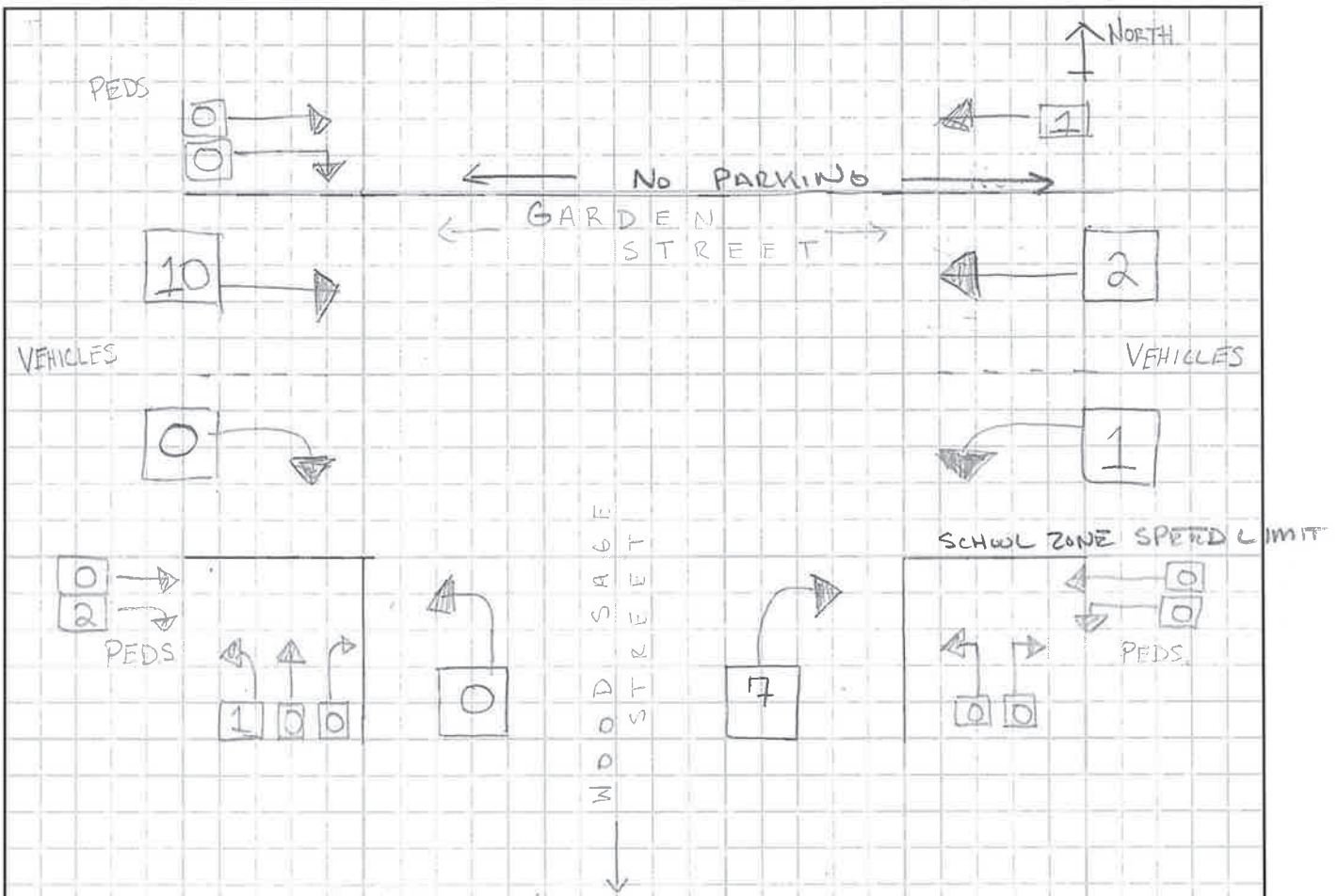
LOOKING EAST

**Engineering Enterprises, Inc.**

52 Wheeler Road • Sugar Grove, Illinois 60554

TEL: (630) 466-6700

FAX: (630) 466-6701

PROJECT TRAFFIC CONTROL SIGNAGE - YORKVILLEPROJECT NUMBER Y01107-CSUBJECT GARDEN STREET / WOODBY GABDATE 8/23/23SAGE AVENUE - TRAFFIC COUNTSPAGE 1OF 1NOTES DATA TAKEN WEDNESDAY, 23, 2023 7:00^{AM} - 8:00 AM

• VOLUME = $\frac{24 \text{ VEH/PED/BIKE}}{\text{HR}} \approx 576 \frac{\text{VEH/PED/BIKE}}{\text{DAY}}$

• PEDESTRIAN CROSSING WB GARDEN ST WALKED ON ROAD INSTEAD OF SIDEWALK

• NO SCHOOLBUSES OBSERVED

• GARDEN ST - SCHOOL SPEED ZONE (20MPH)

• WOOD SAGE AVE - UNMARKED

• NO PARKING THIS SIDE (WB GARDEN ST)

**UNITED CITY OF YORKVILLE
TWO WAY YIELD OR STOP
PRELIMINARY ENGINEERING EVALUATION**

Location: Greenbriar Road and Cornerstone Drive

Evaluation Criteria

Guidance: Engineering judgement should be used to establish intersection control. The following factors should be considered:

- A. Vehicular, bicycle, and pedestrian traffic volumes on all approaches;
- B. Number and angle of approaches;
- C. Approach speeds;
- D. Sight distance available on each approach; and
- E. Reported crash experience.

<u>Criteria Met</u>			<u>Criteria**</u>
Yes	Additional Study Required	No	
I. YIELD or STOP signs should be used at an intersection if one or more of the following conditions exist:			
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	A. An intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. A street entering a designated through highway or street; and/or
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C. An unsignalized intersection in a signalized area.
II. In addition, the use of YIELD or STOP signs should be considered at the intersection of two minor streets or local roads where the intersection has more than three approaches and where one or more of the following conditions exist:			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A. The combined vehicular, bicycle, and pedestrian volume entering the intersection from all approaches averages more than 2,000 units per day;
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. The ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with the normal right-of-way rule if such stopping or yielding is necessary; and/or
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	C. Crash records indicate that five or more crashes that involve the failure to yield the right-of-way at the intersection under the normal right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a 2-year period.

Based on a preliminary review of the criteria for a YIELD or STOP sign the following action is recommended:

- A. ☒ Criteria are clearly met recommending installation of a YIELD or STOP sign (Circle designated sign type)
Designate Location: Stop Sign to Remain at Cornerstone Drive. Northwest Corner.
- B. ☐ Criteria are not clearly met at this time - no further action recommended
- C. ☐ Criteria may or may not be met - additional engineering study required

By: Gabriel Braboy Date: 9/6/2023

PROJECT ENGINEER
Title

By: _____ Date: _____

Title

* Based upon Professional Engineer's Review
** Manual on Uniform Traffic Control Devices (MUTCD)



Engineering Enterprises, Inc.

INTERSECTION



CORNERSTONE DRIVE –
SOUTHBOUND APPROACH

LOOKING SOUTH



CORNERSTONE DRIVE –
SOUTHBOUND APPROACH

LOOKING WEST



Engineering Enterprises, Inc.

INTERSECTION



CORNERSTONE DRIVE –
SOUTHBOUND APPROACH

LOOKING EAST



GREENBRIAR ROAD – EASTBOUND
APPROACH

LOOKING EAST



Engineering Enterprises, Inc.

INTERSECTION



GREENBRIAR ROAD – EASTBOUND
APPROACH

LOOKING NORTH



GREENBRIAR ROAD – WESTBOUND
APPROACH

LOOKING WEST



GREENBRIAR ROAD – WESTBOUND
APPROACH

LOOKING NORTH



Engineering Enterprises, Inc.

52 Wheeler Road • Sugar Grove, Illinois 60554

TEL: (630) 466-6700

FAX: (630) 466-6701

PROJECT TRAFFIC CONTROL SIGNAGE - Y/O

PROJECT NUMBER Y01107-C

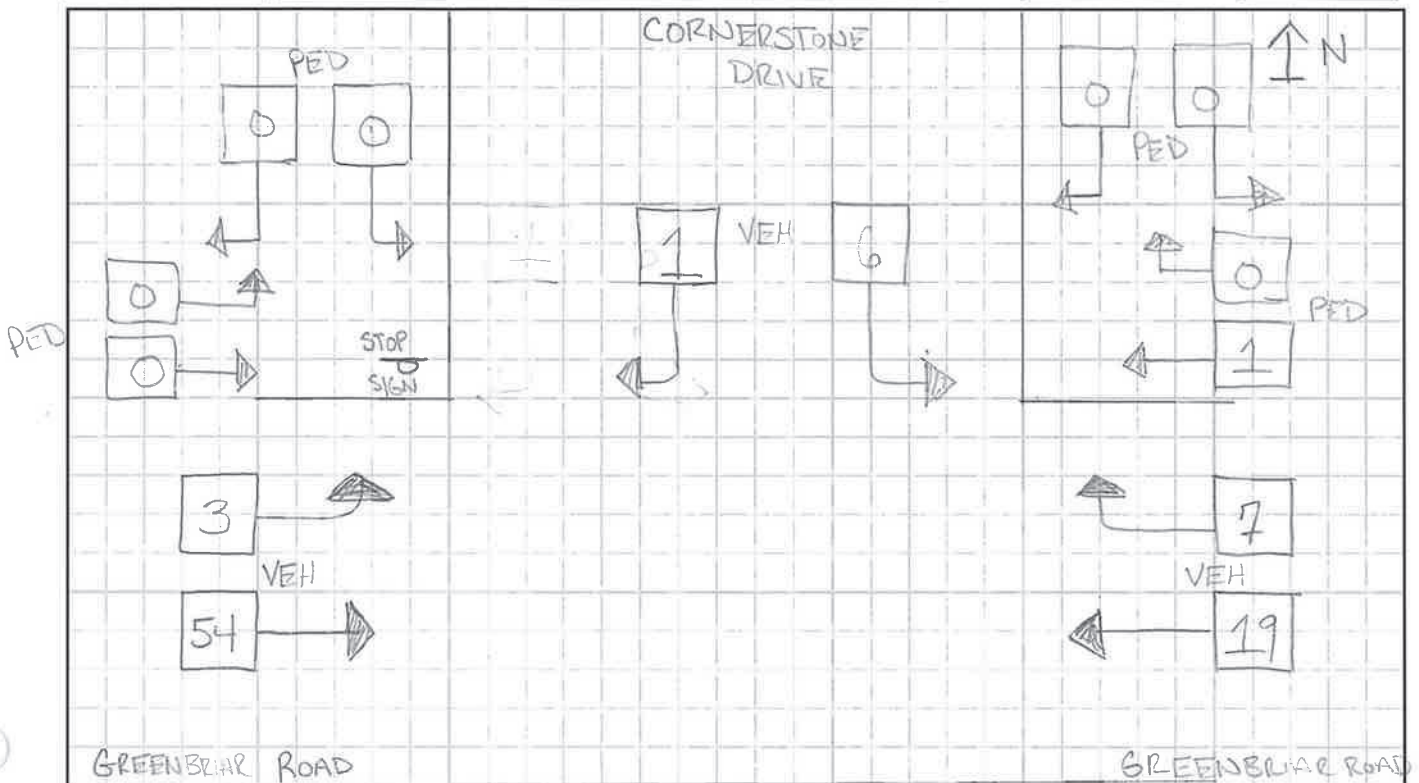
SUBJECT GREENBRIAR RD AND

BY GAB DATE 8/23/2023

CORNERSTONE DRIVE

PAGE 1

OF 1



NOTES

DATA TAKEN WEDNESDAY 8/23/2023 8:30AM - 9:30AM

• VOLUME / HR (PED / BIKE / VEH) = 91 / HR

ADT = 2184 / DAY

- SCHOOL BUS ROUTE OBSERVED ON GREENBRIAR RD
- NO POSTED SPEED LIMITS



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

Agenda Item Number

New Business #2

Tracking Number

PW 2023-73

Agenda Item Summary Memo

Title: Pavement Management Program Update

Meeting and Date: Public Works Committee – September 19, 2023

Synopsis: Consideration of 5-Year Plan

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: September 13, 2023
Subject: Pavement Management Update/Road to Better Roads Program

Background

In the recent past, the City has selected streets for its upcoming RTBR program in the September timeframe. The timing allows us to move forward with the design in the fall and to receive IDOT approvals in early winter. We are then able to take advantage of bidding in February/March, which has historically been a prime bidding environment.

Discussion

A brief presentation has been prepared to provide an overview of the Pavement Management Plan. The presentation also provides recommendations and presents two 5-year plan options.

Option 1 assumes a budget of approximately \$1,600,000 per year.

Option 2 assumes the completion of the major subdivision work by the end of 2028.

Action Requested:

General concurrence from City Council on the proposed 2024 RTBR program.



PAVEMENT MANAGEMENT PROGRAM UPDATE

United City of Yorkville / September 19, 2023





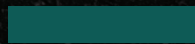
Agenda

1. Recap 2018 Pavement Management Report
2. Paving History Review
3. Recommendations and Draft 5-Year Plan
4. Questions





RECAP 2018 PAVEMENT MANAGEMENT REPORT



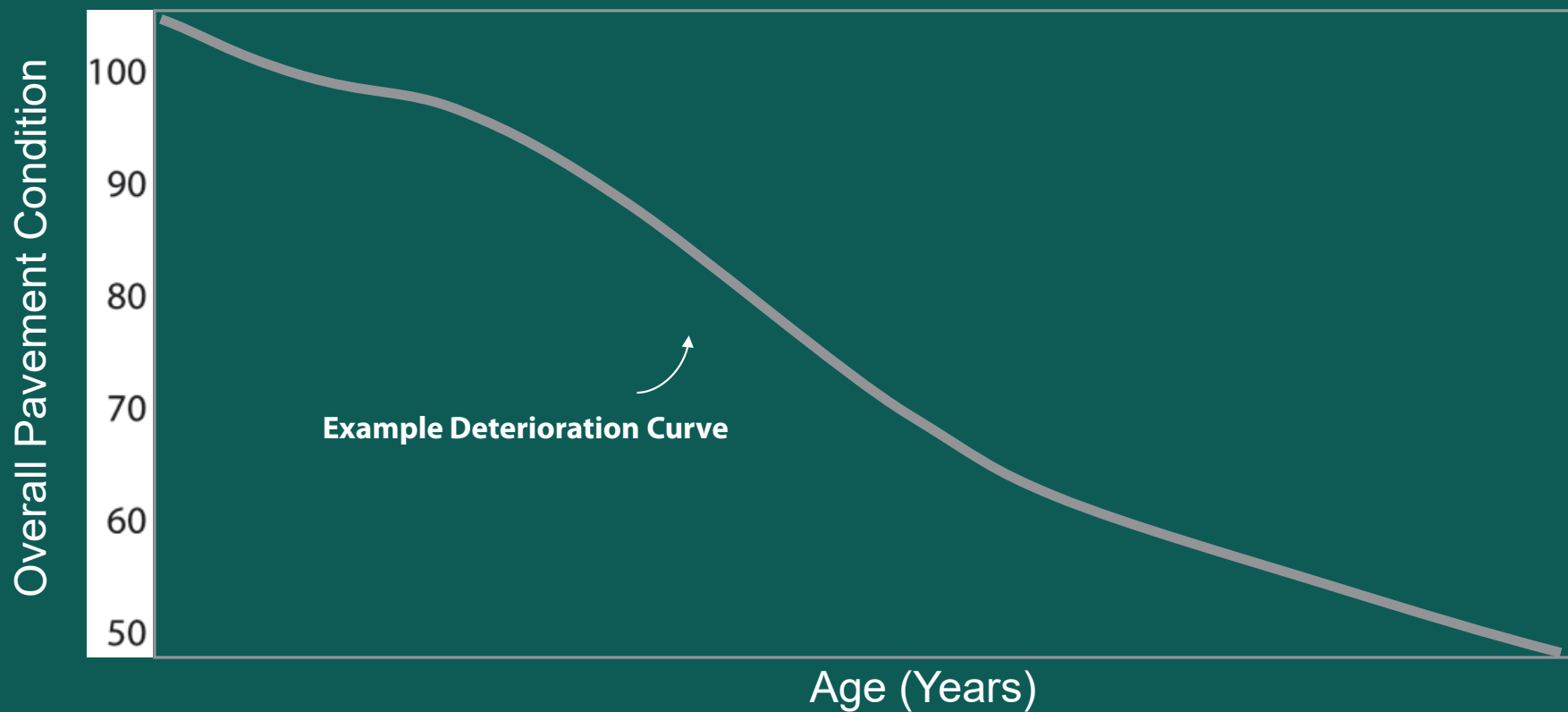
Pavement Management Project Goals

- Assign a Rating to Each Roadway and Inventory Each Street in the City
- Develop Maintenance Strategies and Costs
- Review Budget Needs and Impacts
- Apply Budget and Develop 5-Year Plan

What is a Pavement Management Program?

- It is a decision-making process that helps municipalities make cost-effective decisions concerning the maintenance and rehabilitation of their jurisdiction's pavements

What is a Pavement Management Program?



Roadway Inspections

Road Surface Tester



Subsurface Tester



Surface Distress Index (SDI)

Roughness Index (RI)

Structural Index (SI)

Overall Pavement Condition Index (PCI)

Quality Rank

Excellent	100
V. Good	90
Good	80
Fair	70
Poor	55
V. Poor	45
	0

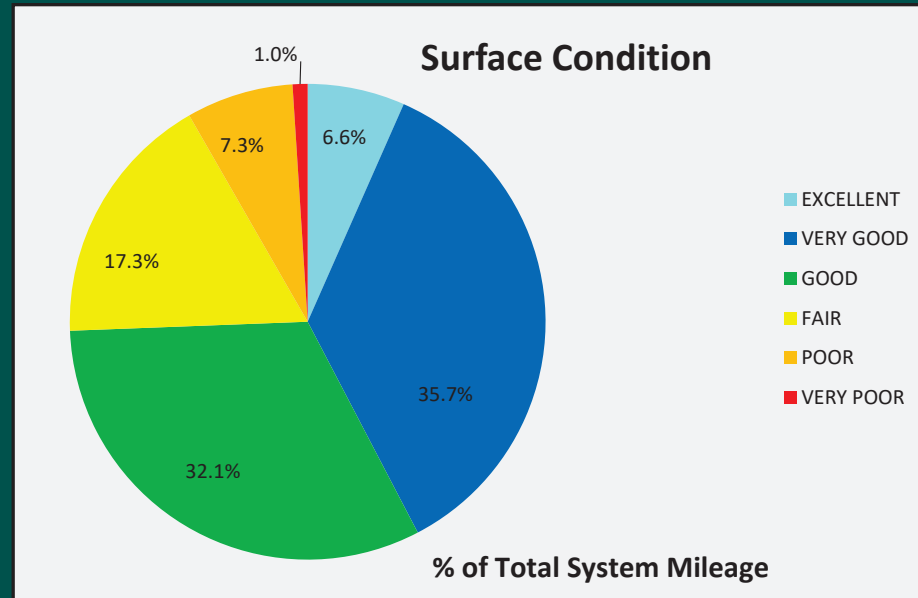
Roadway Inspections

Excellent	100
V. Good	90
Good	80
Fair	70
Poor	55
V. Poor	45
	0



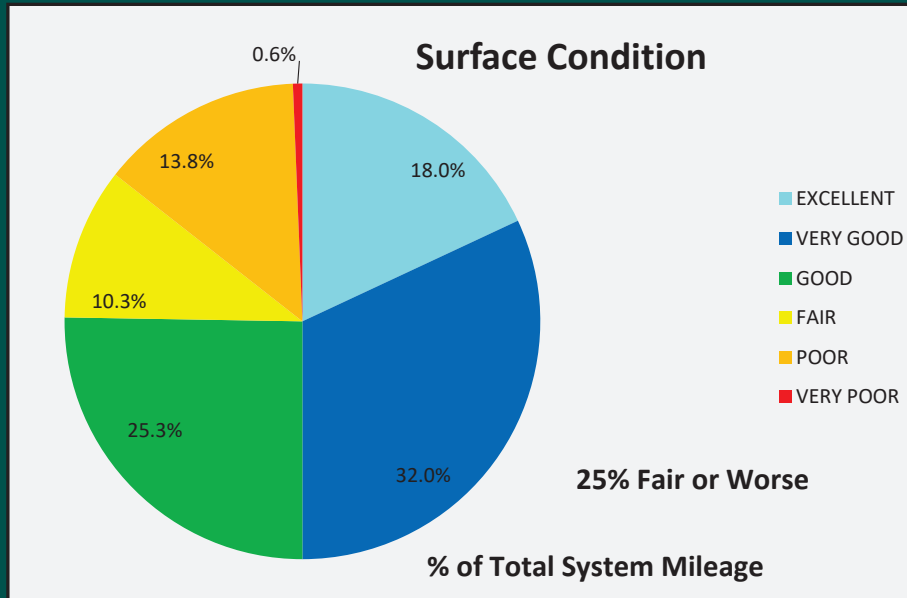
Roadway Inspections

- 113.5 Miles of Roadway in the City were Tested
- 7.5 Miles of Roadway are Binder Only (Not-Accepted)
- Overall Surface Rating of 76
- 74% of Roadways “Good or Better”, 26% “Fair or Worse”

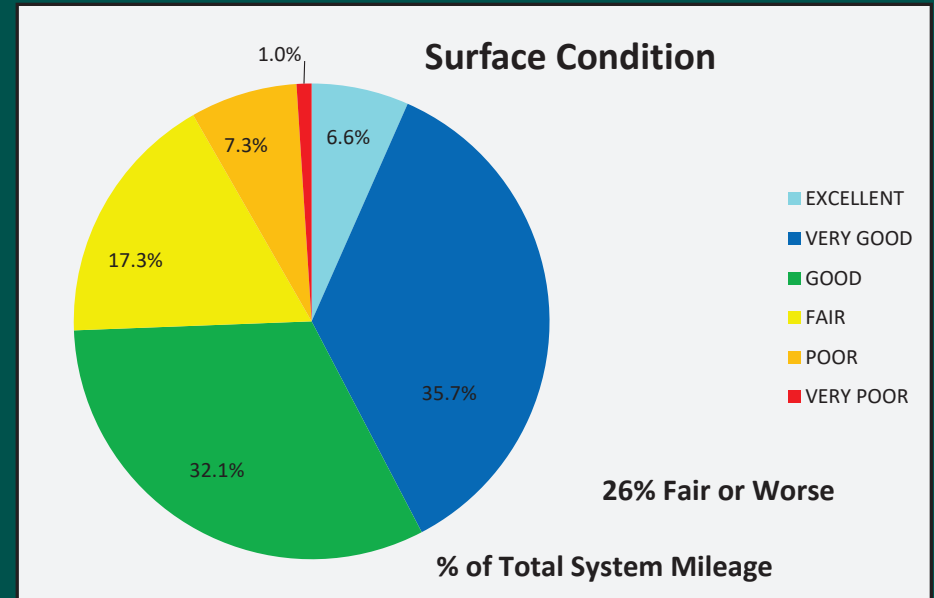


2013 & 2018 COMPARISON

2013



2018



Report Recommendations

- 2018 Pavement Management Report recommended spending \$2.1M per year to maintain the City's streets
 - This would result in resurfacing your streets approximately every 20 years
 - Spending \$1.0M per year would result in the City streets being resurfaced approximately every 40 years



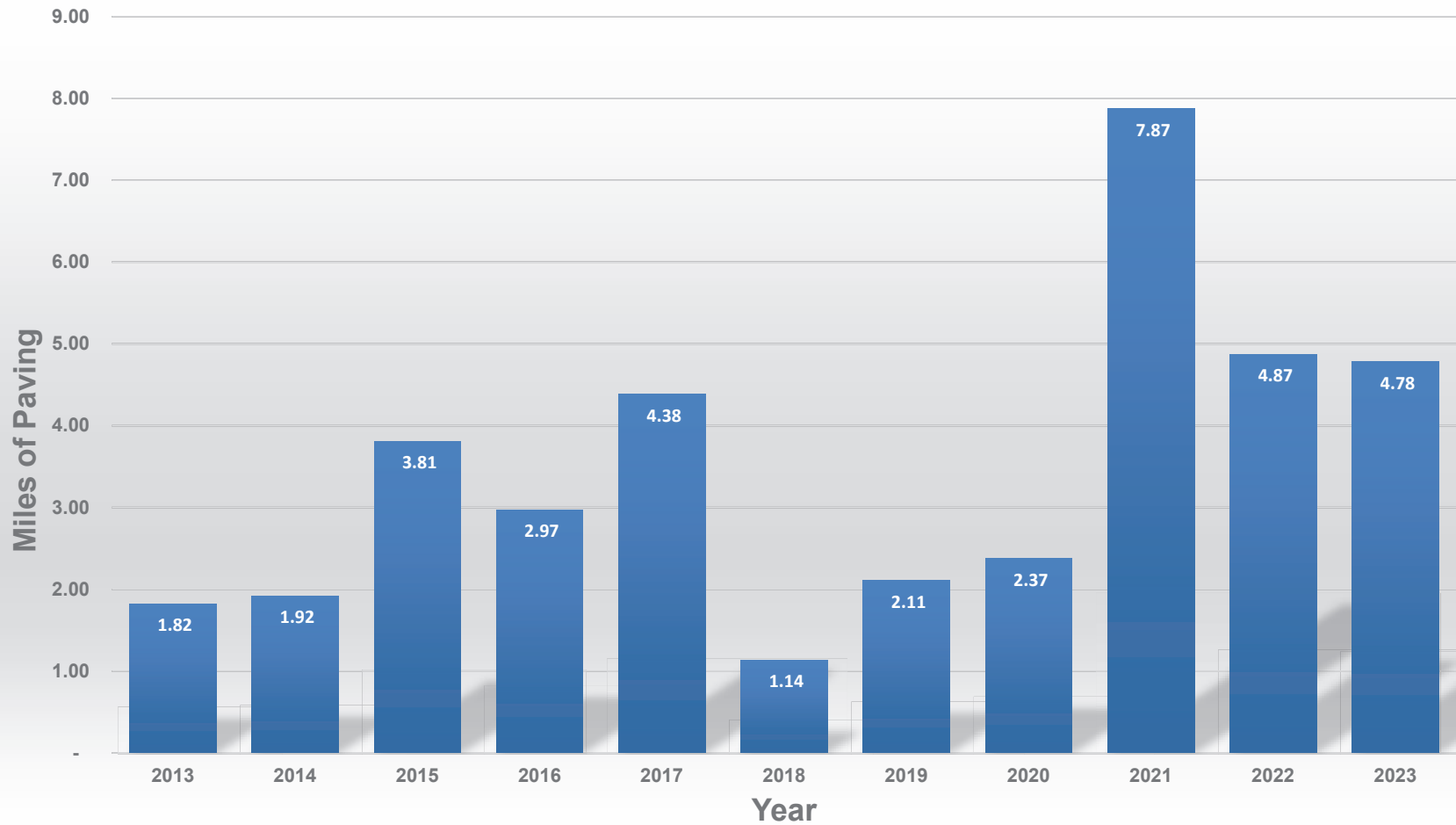
PAVING HISTORY AND IMPROVEMENTS REVIEW



ROADWAY IMPROVEMENTS RECAP (2013-2023)

- Total of 74.51 Miles of resurfacing or 6.21 Miles/Year
 - 29.7 Miles from Developers for completion of Subdivision Streets
 - 25.6 Miles from RTBR
 - 3.4 Miles from Bonds (Countryside)
 - 3.4 Miles from Federal Grants
 - 12.5 Miles from Other Sources (ComEd, County, Rebuild & Water)

United City of Yorkville Road To Better Roads Paving History



*Includes REBUILD Illinois Roadways





RECOMMENDATIONS AND DRAFT 5-YEAR PLAN



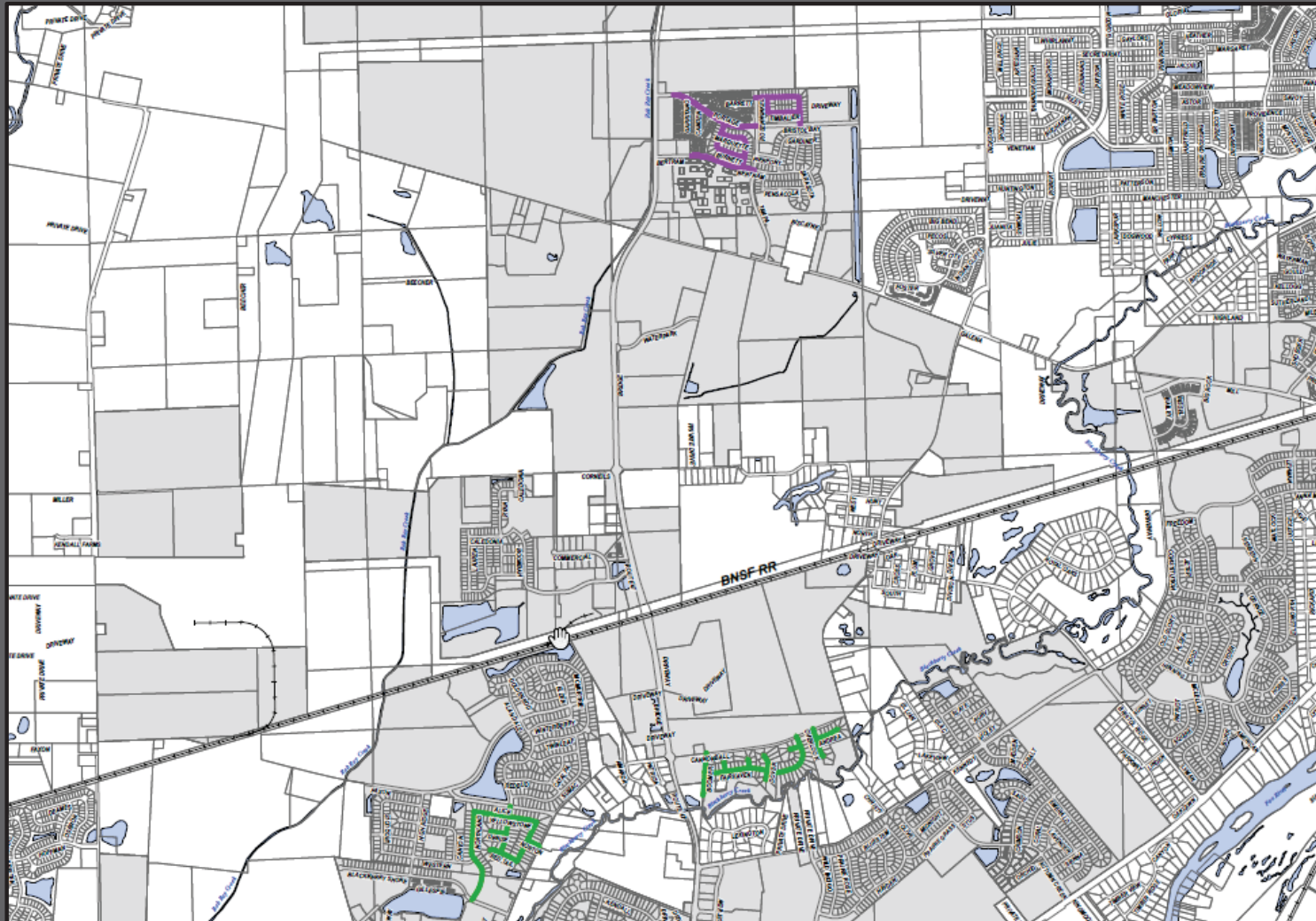
Pavement Management Next Steps

- Recommend new Pavement Management Study in 2025
- Industry Practice is to Inspect the Streets every 5-7 years
 - First inspection completed in 2012
 - Second inspection completed in 2018
 - Next inspection targeted for 2025
- Proposed Schedule
 - Roadway Inspection and Processing - 2025
 - Analysis and Draft Program - Winter 2025/2026
 - Council Presentation/Approval - Spring 2026

Plan Considerations

- Need to adopt a new plan for 2024-2028
- Staff reviewed different funding levels
 - Option 1 – Maintain current spending of \$1.6M
 - Option 2 – Finish major subdivision paving by 2028
- Plans are re-evaluated every September for upcoming year
- Other considerations
 - Resurfacing of watermain replacement streets
 - Patching on concrete roadways
 - Pavement rejuvenation
 - Future federally funded projects
- Proposed Schedule
 - Approval of 5-Year Plan – September 26, 2023
 - Engineering Agreement Approvals (2024 Streets) – October 24, 2023
 - Bidding/Letting – February 2024
 - Construction Begins – May 2024

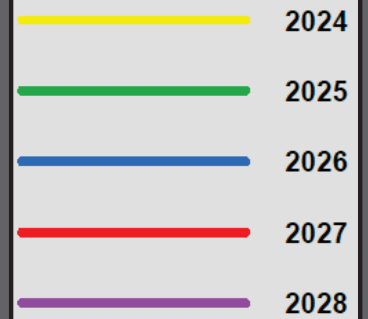
OPTION 1



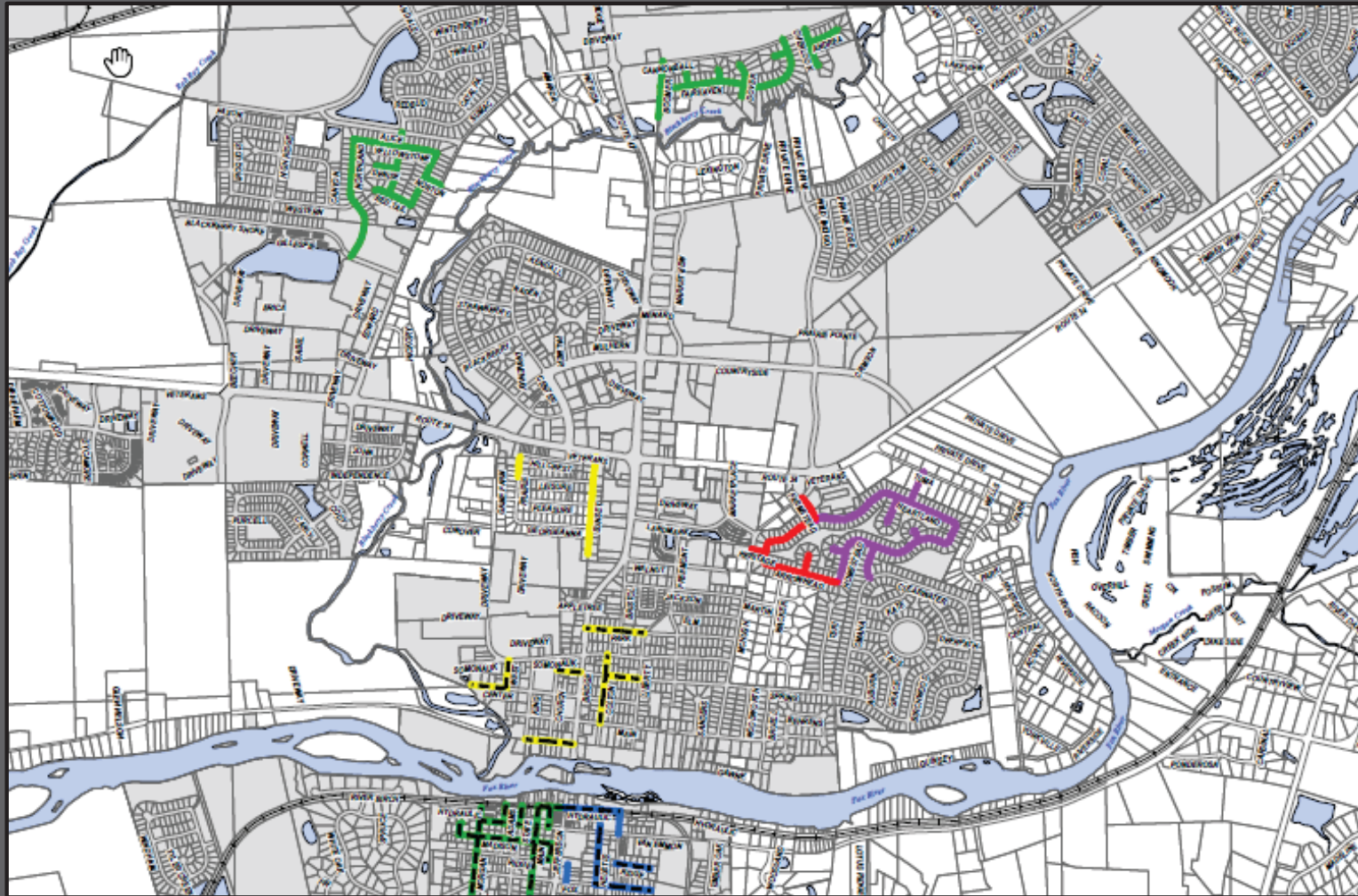
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WATER MAIN
REPLACEMENT
LIMITS

Year of Improvement



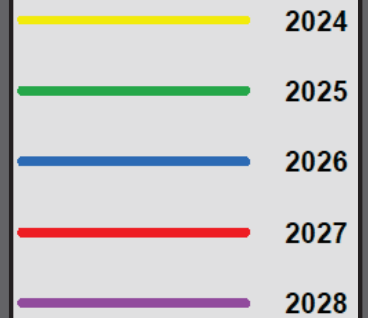
OPTION 1



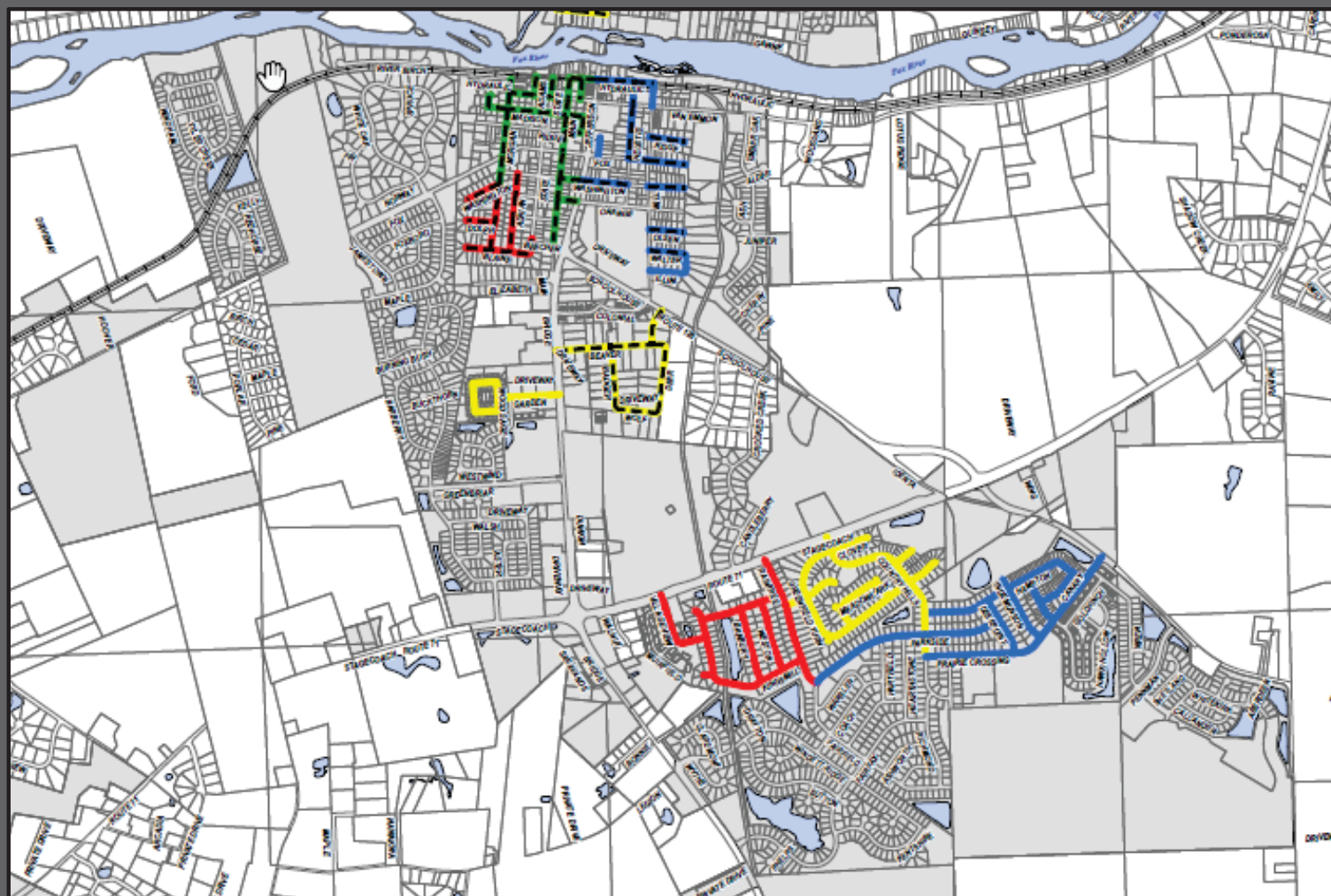
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WATER MAIN
REPLACEMENT
LIMITS


Year of Improvement



OPTION 1



Legend



Year of Improvement

2024

2025

2026

2027

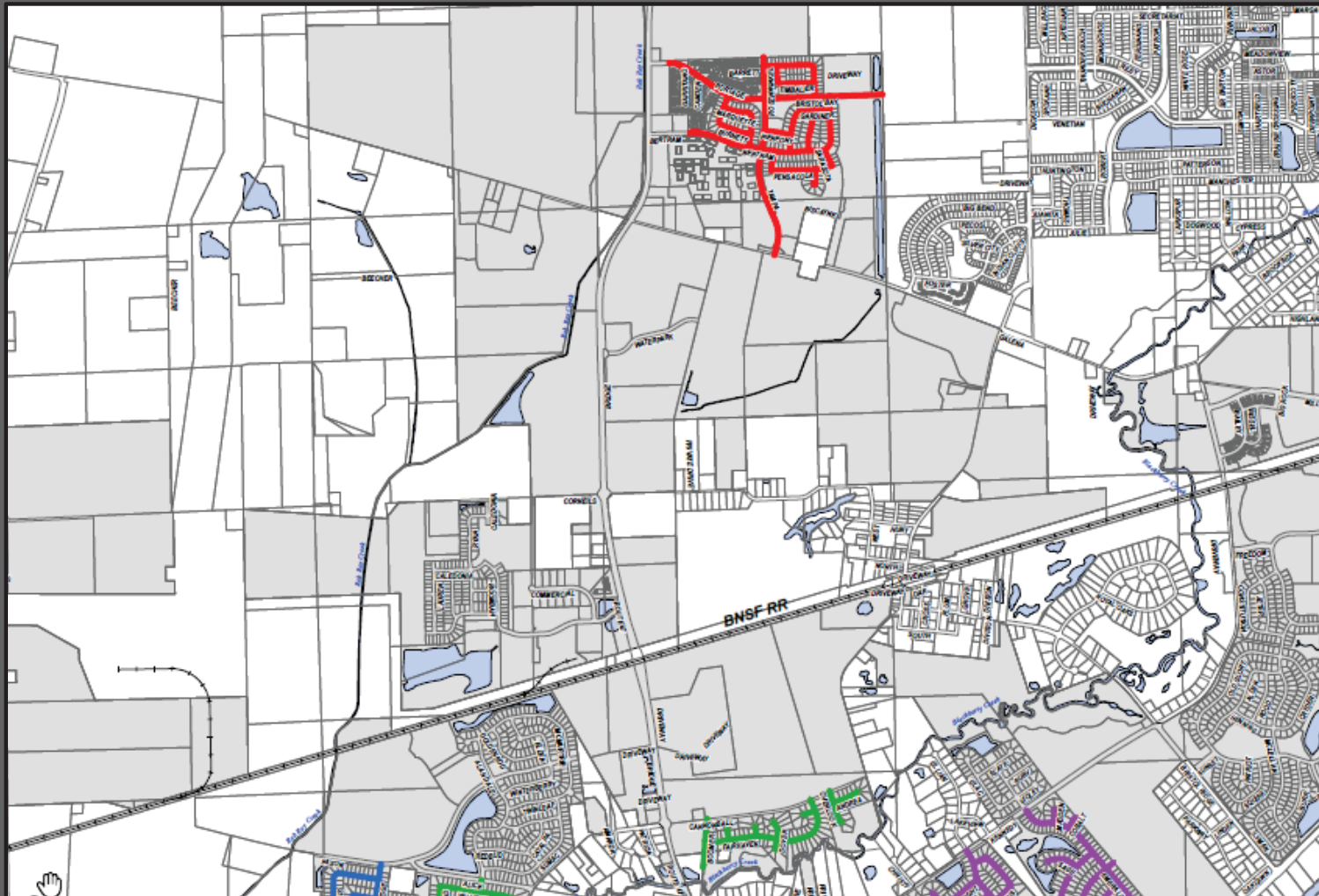
2028



DRAFT 5-YEAR PLAN OPTION 2



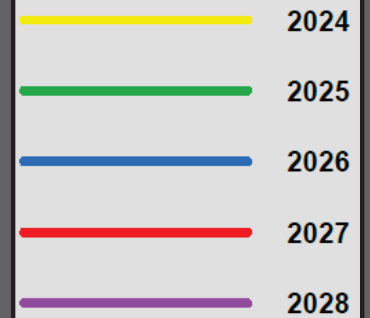
OPTION 2



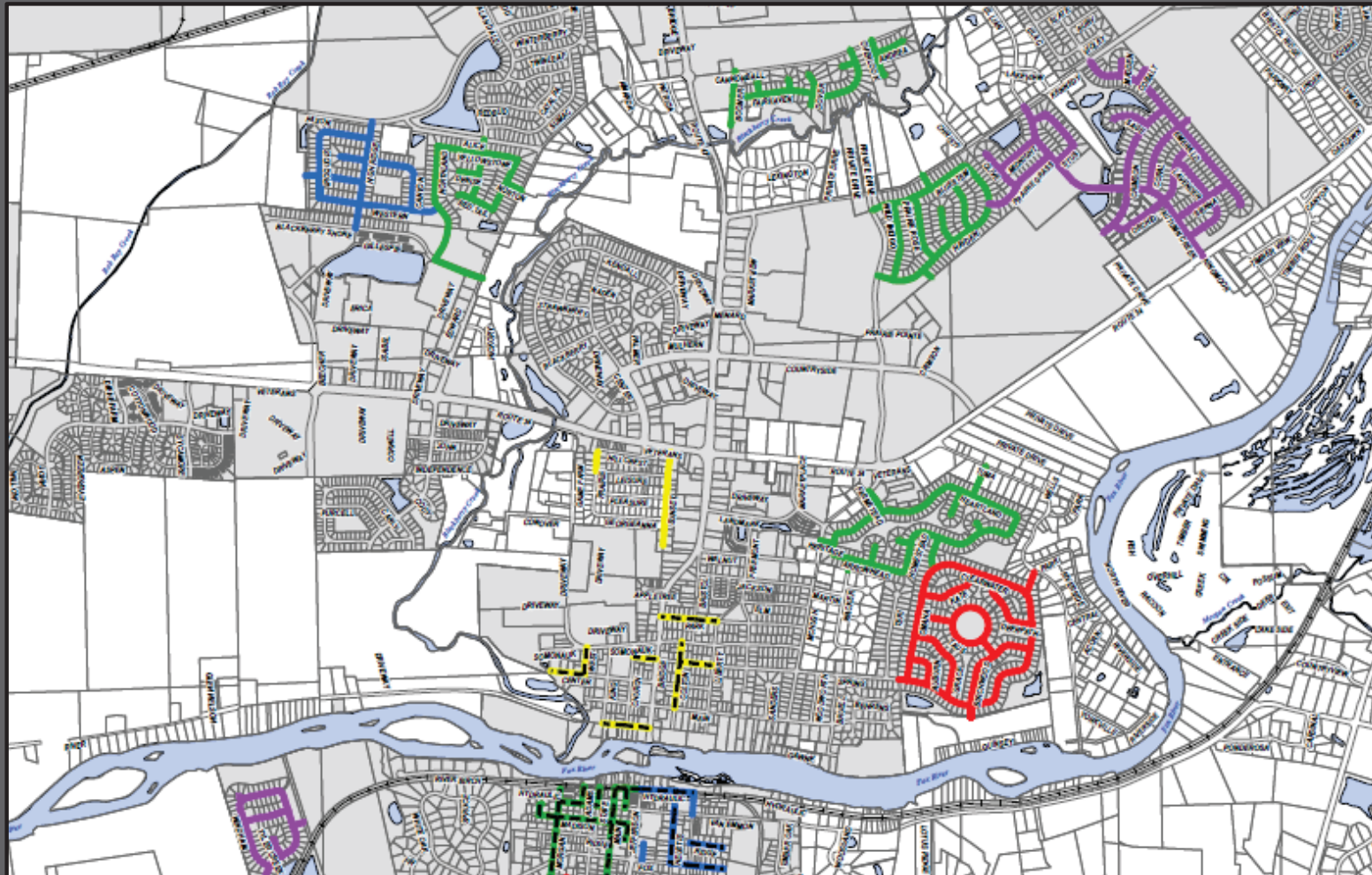
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WATER MAIN
REPLACEMENT
LIMITS

Year of Improvement



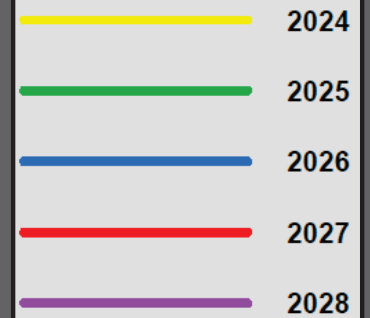
OPTION 2



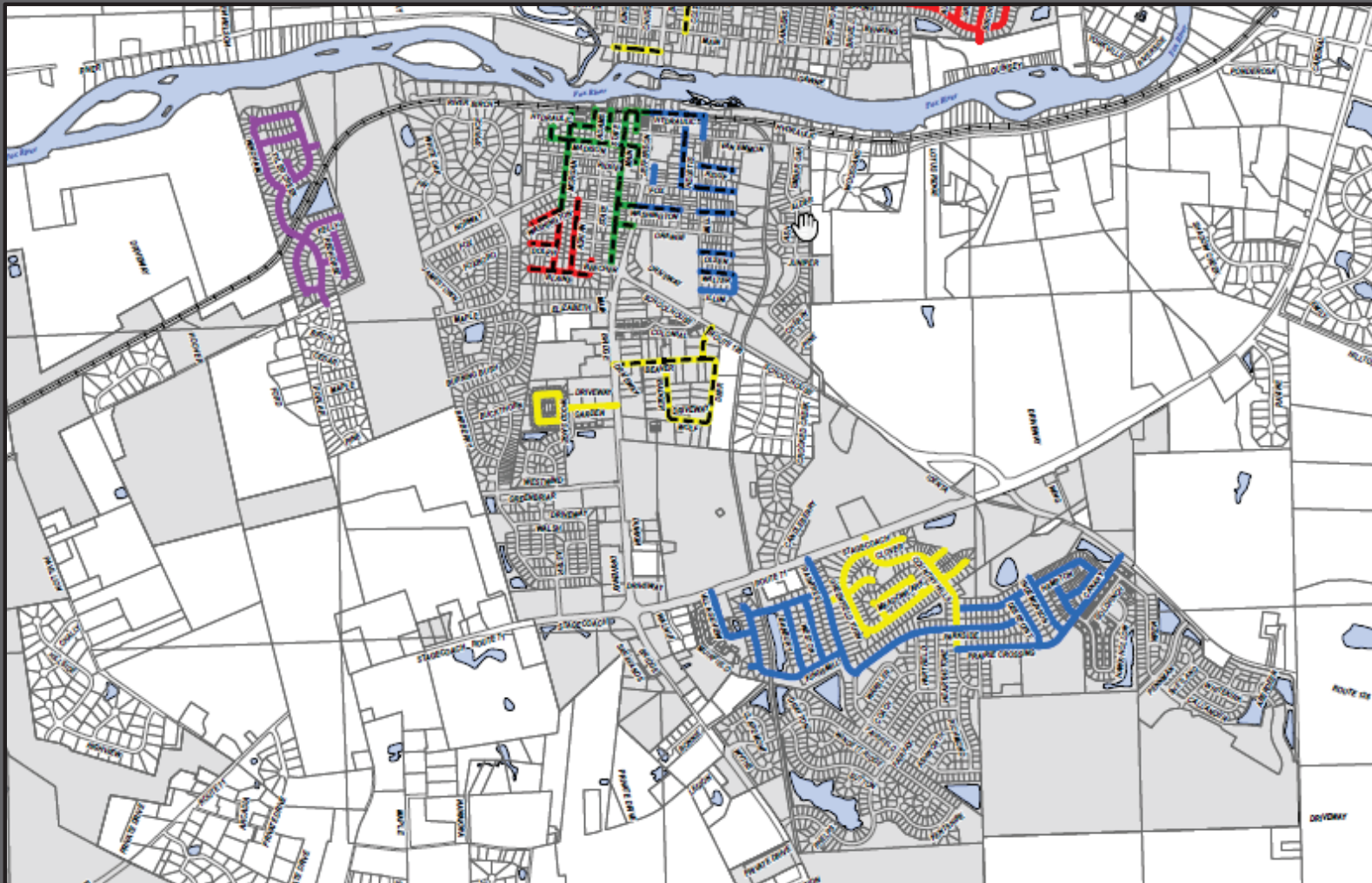
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WATER MAIN
REPLACEMENT
LIMITS

Year of Improvement



OPTION 2



Legend

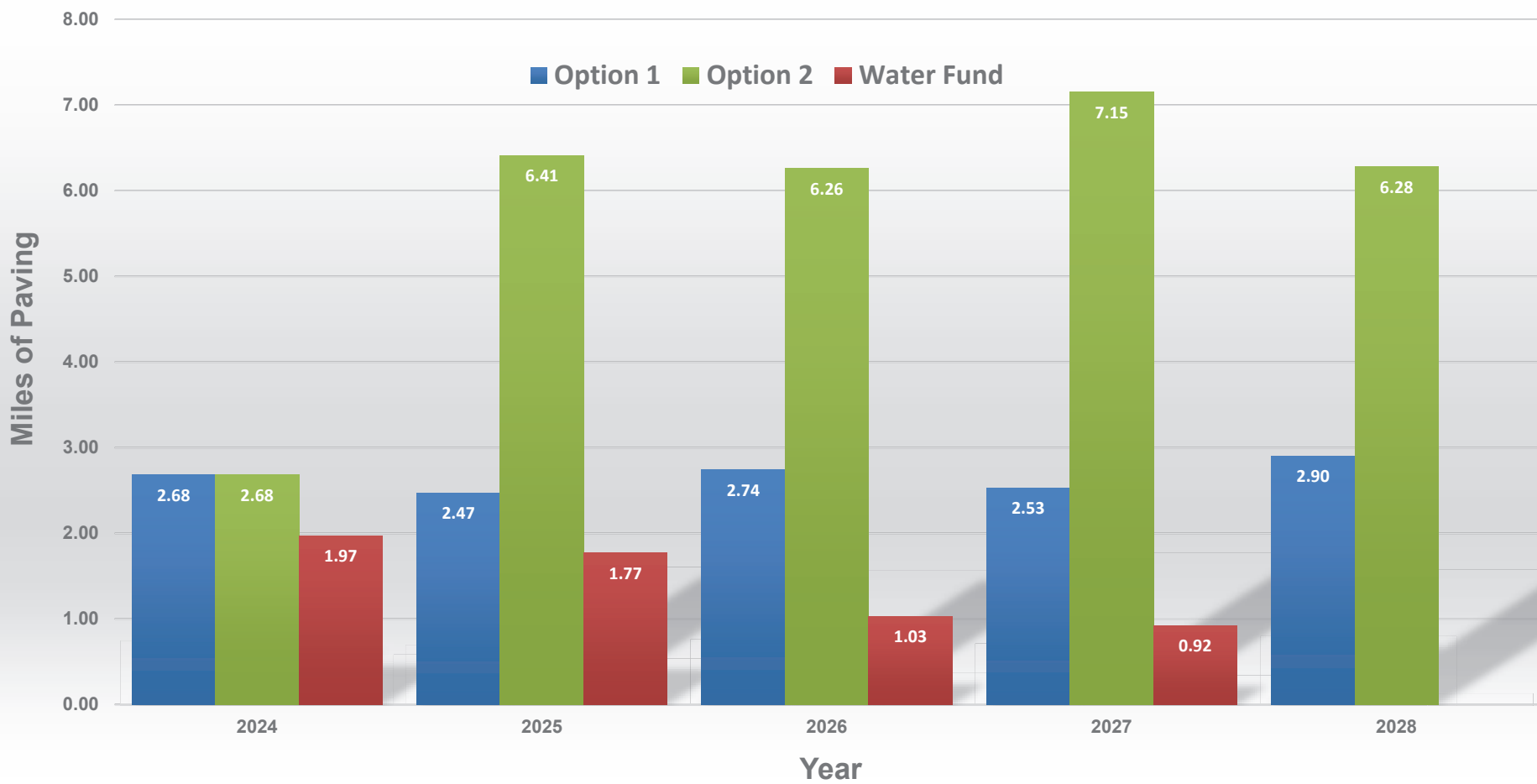
WATER MAIN
REPLACEMENT
LIMITS

Year of Improvement

2024	2024
2025	2025
2026	2026
2027	2027
2028	2028

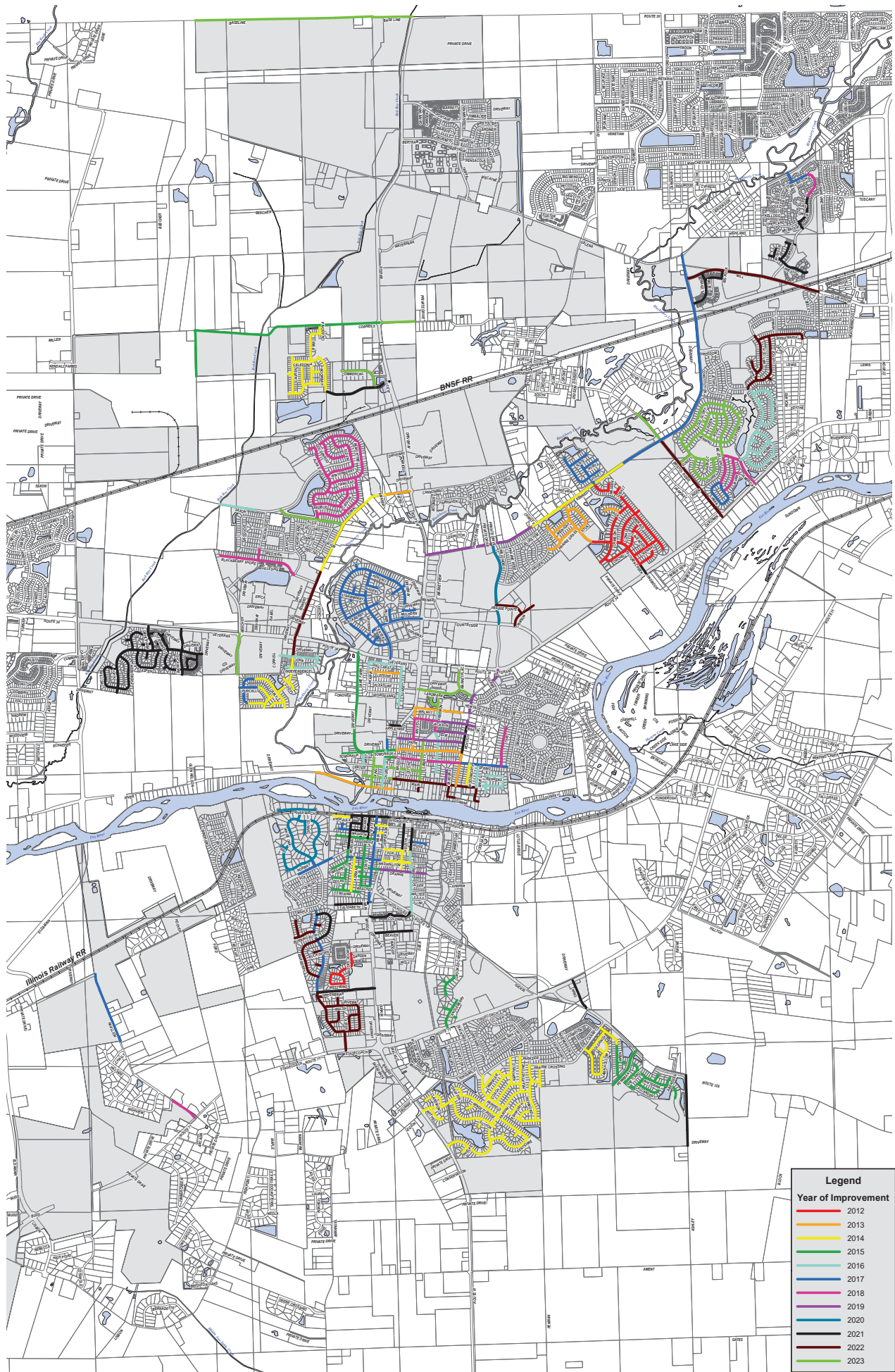


Road To Better Roads Option 1 vs Option 2 Comparison





**Questions or
Comments?**



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

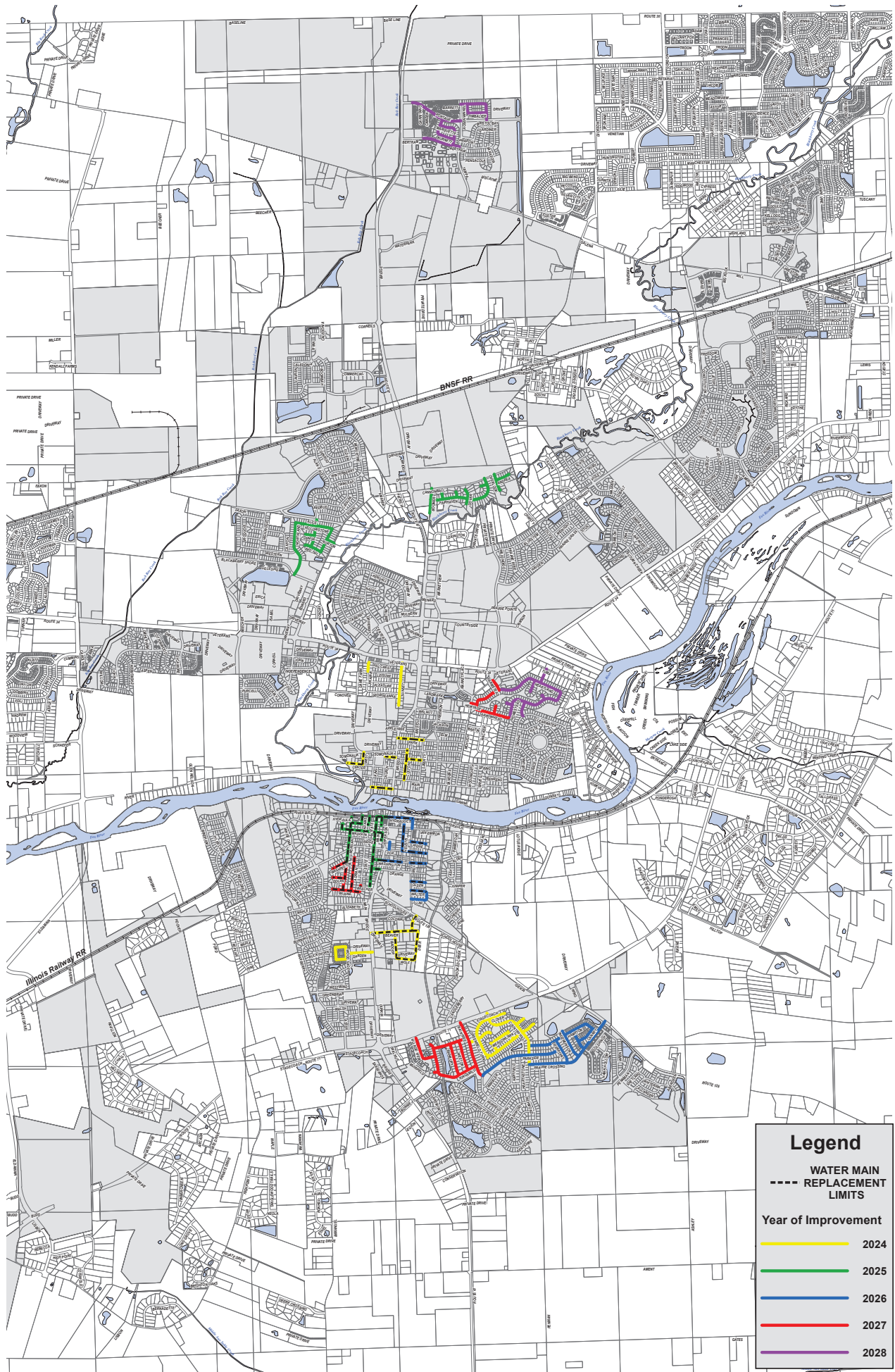
United City of Yorkville
 651 Prairie Pointe Dr.
 Yorkville, IL 60550

DATE: SEPTEMBER 2023
 PROJECT NO.: Y0334
 BY: MJT
 PLOT: 4-000 PUBLIC WORKS 09/2023 Y0334
 FILE: 09/2023 Y0334 09/2023 Y0334

**PAVEMENT MANAGEMENT
 SYSTEM UPDATE 2023**
 UNITED CITY OF YORKVILLE, ILLINOIS

PAVING HISTORY 2012-2023





Legend

WATER MAIN
 ---- REPLACEMENT
 LIMITS

Year of Improvement

---	2024
---	2025
---	2026
---	2027
---	2028

RTBR PROGRAM UPDATE
United City of Yorkville
SEPTEMBER 2023

PROPOSED RTBR PROGRAM FUNDING

2024 (FY25) STREET REHABILITATION LIST										
STREET	FROM	TO	STRATEGY	LENGTH	AREA	DEFLECTION CONDITION	DYNAMIC CONDITION	SURFACE CONDITION	CURRENT RANK	COST
CLOVER COURT	COUNTRY HILLS DRIVE	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	666	2,120	100	82	69	82	\$ 60,950
COUNTRY HILLS DRIVE	IL ROUTE 71	HAMPTON LANE	VARIABLE DEPTH MILL, OVERLAY 3"	2,020	6,960	100	93	68	84	\$ 200,100
COUNTRY HILLS DRIVE	HAMPTON LANE	PRAIRIE CROSSING DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	659	1,977	100	82	65	83	\$ 56,839
FAWN RIDGE COURT	COUNTRY HILLS DRIVE	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	505	2,340	100	87	71	84	\$ 67,275
GARDEN CIRCLE	GARDEN STREET	GARDEN STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,573	5,350	100	89	66	84	\$ 153,813
GARDEN STREET	IL ROUTE 47	GARDEN CIRCLE	VARIABLE DEPTH MILL, OVERLAY 3"	935	3,365	100	94	66	85	\$ 96,744
GREENFIELD TURN	COUNTRY HILLS DRIVE	COUNTRY HILLS DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	3,195	9,175	100	87	68	81	\$ 263,781
HARVEST TRAIL	COUNTRY HILLS DRIVE	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	330	1,180	100	96	69	87	\$ 33,925
MEADOWLARK COURT	MEADOWLARK LANE	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	161	1,010	100	66	73	78	\$ 29,038
MEADOWLARK LANE	GREENFIELD TURN	GREENFIELD TURN	VARIABLE DEPTH MILL, OVERLAY 3"	1,306	4,280	100	80	65	84	\$ 123,050
PRAIRIE LANE	LEISURE STREET	HILLCREST AVENUE	MILL 1.5", OVERLAY 1.5"	380	1,013	100	98	88	86	\$ 16,208
SUNNY DELL COURT	GREENFIELD TURN	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	564	2,125	100	90	66	84	\$ 61,094
SUNNY DELL LANE	GREENFIELD TURN	RAINTREE ROAD	VARIABLE DEPTH MILL, OVERLAY 3"	290	920	100	84	66	80	\$ 26,450
SUNSET AVENUE	HILLCREST AVENUE	SOUTH END	MILL 1.5", OVERLAY 1.5"	1,565	4,086	100	91	80	82	\$ 65,376
MISCELLANEOUS CITY WIDE CRACK SEALING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 40,000
MISCELLANEOUS CITY WIDE CONCRETE PATCHING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 75,000
WATER IMPROVEMENT STREETS COST				N/A	N/A	N/A	N/A	N/A	N/A	\$ 150,000
MISCELLANEOUS CITY WIDE STRIPING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 50,000
PAVEMENT REJUVENATION (2023 RESURFACING & WATER STREETS)				N/A	N/A	N/A	N/A	N/A	N/A	\$ 102,000
TOTAL:				2.68	45,901	TOTAL COST:				\$ 1,671,642

RTBR PROGRAM UPDATE
United City of Yorkville
SEPTEMBER 2023

PROPOSED RTBR PROGRAM FUNDING

2025 (FY26) STREET REHABILITATION LIST										
STREET	FROM	TO	STRATEGY	LENGTH	AREA	DEFLECTION CONDITION	DYNAMIC CONDITION	SURFACE CONDITION	CURRENT RANK	COST
ALAN DALE LANE	ALICE AVE	RED TAIL COURT	VARIABLE DEPTH MILL, OVERLAY 3"	1,013	3,130	100	86	65	81	\$ 92,687
ANDREA COURT	OVERLOOK COURT	EAST END	VARIABLE DEPTH MILL, OVERLAY 3"	587	2,300	100	91	72	86	\$ 68,109
BOOMER LANE	CANNONBALL TRAIL	SOUTH END	VARIABLE DEPTH MILL, OVERLAY 3"	950	2,125	100	91	68	83	\$ 52,530
CHESHIRE COURT	FAIRHAVEN DRIVE	WEST END	VARIABLE DEPTH MILL, OVERLAY 3"	305	1,310	100	87	64	82	\$ 38,792
DENISE COURT	ALAN DALE LANE	WEST END	VARIABLE DEPTH MILL, OVERLAY 3"	400	1,640	100	88	73	85	\$ 48,565
DOVER COURT (N)	NORTH END	FAIRHAVEN DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	384	1,660	100	81	66	80	\$ 49,157
DOVER COURT (S)	FAIRHAVEN DRIVE	SOUTH END	VARIABLE DEPTH MILL, OVERLAY 3"	213	1,120	100	68	66	73	\$ 33,166
ESSEX COURT	FAIRHAVEN DRIVE	NORTH END	VARIABLE DEPTH MILL, OVERLAY 3"	279	1,250	100	80	69	81	\$ 37,016
FAIRHAVEN DRIVE	BOOMER LANE	CANNONBALL TRAIL	VARIABLE DEPTH MILL, OVERLAY 3"	2,752	7,460	100	87	66	83	\$ 207,463
MEADOWVIEW LANE	YELLOWSTONE LANE	RED TAIL LANE	VARIABLE DEPTH MILL, OVERLAY 3"	879	2,980	100	80	61	78	\$ 88,245
NEWBURY COURT	FAIRHAVEN DRIVE	NORTH END	VARIABLE DEPTH MILL, OVERLAY 3"	292	1,280	100	75	71	80	\$ 37,904
NORTHLAND LANE	BLACKBERRY SHORE LANE	YELLOWSTONE LANE	VARIABLE DEPTH MILL, OVERLAY 3"	1,992	6,310	100	79	70	78	\$ 175,481
NORTON LANE	MEADOWVIEW LANE	CANNONBALL TRAIL	VARIABLE DEPTH MILL, OVERLAY 3"	312	760	100	88	69	84	\$ 22,506
OVERLOOK COURT	CANNONBALL TRAIL	SOUTH END	VARIABLE DEPTH MILL, OVERLAY 3"	669	2,630	100	79	72	82	\$ 77,881
RED TAIL COURT	ALAN DALE LANE	WEST END	VARIABLE DEPTH MILL, OVERLAY 3"	282	1,470	100	78	71	81	\$ 43,530
RED TAIL LANE	RED TAIL COURT	MEADOWVIEW LANE	VARIABLE DEPTH MILL, OVERLAY 3"	407	1,550	100	75	61	75	\$ 45,899
YELLOWSTONE LANE	NORTHLAND LANE	MEADOWVIEW LANE	VARIABLE DEPTH MILL, OVERLAY 3"	1,312	3,910	100	71	66	76	\$ 115,785
MISCELLANEOUS CITY WIDE CRACK SEALING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 40,000
MISCELLANEOUS CITY WIDE CONCRETE PATCHING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 75,000
WATER IMPROVEMENT STREETS COST				N/A	N/A	N/A	N/A	N/A	N/A	\$ 150,000
MISCELLANEOUS CITY WIDE STRIPING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 50,000
PAVEMENT REJUVENTATION (2024 RESURFACING & WATER STREETS)				N/A	N/A	N/A	N/A	N/A	N/A	\$ 85,000
TOTAL:				2.47	42,885	TOTAL COST:				\$ 1,634,715

RTBR PROGRAM UPDATE
United City of Yorkville
SEPTEMBER 2023

PROPOSED RTBR PROGRAM FUNDING

2026 (FY27) STREET REHABILITATION LIST										
STREET	FROM	TO	STRATEGY	LENGTH	AREA	DEFLECTION CONDITION	DYNAMIC CONDITION	SURFACE CONDITION	CURRENT RANK	COST
BELL STREET	E FOX STREET	NORTH END	VARIABLE DEPTH MILL, OVERLAY 3"	188	585	100	93	36	71	\$ 17,843
BLUEBIRD LANE	HAMPTON LANE	PRAIRIE CROSSING DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	798	2,400	100	83	64	80	\$ 73,202
CANARY AVENUE	BLUEBIRD LANE	HAMPTON LANE	VARIABLE DEPTH MILL, OVERLAY 3"	725	2,095	100	85	77	85	\$ 63,899
DEERPOINT LANE	HAMPTON LANE	PRAIRIE CROSSING DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	945	2,800	100	82	68	81	\$ 85,402
HAMPTON LANE	COUNTRY HILLS DRIVE	PRAIRIE CROSSING DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	2,773	8,100	100	90	71	84	\$ 232,019
ILLINI DRIVE	WALTER STREET	MILL STREET	VARIABLE DEPTH MILL, OVERLAY 3"	843	2,600	100	65	62	75	\$ 74,475
ILLINI COURT	ILLINI DRIVE	ILLINI DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	292	900	100	61	54	71	\$ 25,780
INGEMUNSON LANE	PRAIRIE CROSSING DRIVE	HAMPTON LANE	VARIABLE DEPTH MILL, OVERLAY 3"	932	2,900	100	93	66	84	\$ 88,453
MILL STREET	E VAN EMMON STREET	E HYDRAULIC AVENUE	VARIABLE DEPTH MILL, OVERLAY 3"	367	800	100	92	69	85	\$ 20,369
PARKSIDE LANE	DEERPOINT LANE	RAINTREE ROAD	VARIABLE DEPTH MILL, OVERLAY 3"	3,128	9,730	100	88	69	81	\$ 278,709
PRAIRIE CROSSING DRIVE	COUNTRY HILLS DRIVE	IL ROUTE 126	VARIABLE DEPTH MILL, OVERLAY 3"	3,468	12,250	100	94	72	85	\$ 350,893
MISCELLANEOUS CITY WIDE CRACK SEALING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 40,000
MISCELLANEOUS CITY WIDE CONCRETE PATCHING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 75,000
WATER IMPROVEMENT STREETS COST				N/A	N/A	N/A	N/A	N/A	N/A	\$ 150,000
MISCELLANEOUS CITY WIDE STRIPING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 50,000
PAVEMENT REJUVENTATION (2025 RESURFACING & WATER STREETS)				N/A	N/A	N/A	N/A	N/A	N/A	\$ 85,000
TOTAL:				2.74	45,160	TOTAL COST;				\$ 1,711,044

RTBR PROGRAM UPDATE
United City of Yorkville
SEPTEMBER 2023

PROPOSED RTBR PROGRAM FUNDING

2027 (FY28) STREET REHABILITATION LIST										
STREET	FROM	TO	STRATEGY	LENGTH	AREA	DEFLECTION CONDITION	DYNAMIC CONDITION	SURFACE CONDITION	CURRENT RANK	COST
ARROWHEAD DRIVE	HEARTLAND DRIVE	HOMESTEAD DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	1,413	4,620	100	87	69	84	\$ 136,307
BALTRUSOL COURT	KINGSMILL STREET	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	177	590	100	94	74	87	\$ 18,535
BANBURY AVENUE	HAZELTINE WAY	KINGSMILL STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,195	3,570	100	97	72	87	\$ 112,155
FARMSTEAD DRIVE	MCHUGH ROAD	HEARTLAND DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	443	1,480	100	94	71	87	\$ 46,496
HAZELTINE WAY	KINGSMILL STREET	RAINTREE ROAD	VARIABLE DEPTH MILL, OVERLAY 3"	1,312	4,010	100	97	68	86	\$ 125,978
HEARTLAND DRIVE	FARMSTEAD DRIVE	ARROWHEAD DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	1,018	3,100	100	88	69	84	\$ 97,389
HERITAGE DRIVE	MCHUGH ROAD	HEARTLAND DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	223	695	100	100	76	88	\$ 21,834
KINGSMILL COURT	KINGSMILL STREET	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	256	820	100	85	74	85	\$ 25,761
KINGSMILL STREET	HAZELTINE WAY	RAINTREE ROAD	VARIABLE DEPTH MILL, OVERLAY 3"	2,429	7,560	100	89	67	84	\$ 223,047
RAINTREE ROAD	IL ROUTE 71	PARKSIDE LANE	VARIABLE DEPTH MILL, OVERLAY 3"	2,152	6,695	100	99	74	88	\$ 197,527
STILLWATER COURT	ARROWHEAD DRIVE	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	354	1,130	100	77	74	82	\$ 35,500
VILLAGE VIEW DRIVE	IL ROUTE 71	KINGSMILL STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,276	3,970	100	86	70	83	\$ 117,129
WESTON AVENUE	HAZELTINE WAY	KINGSMILL STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,136	3,530	100	91	67	84	\$ 110,898
MISCELLANEOUS CITY WIDE CRACK SEALING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 40,000
MISCELLANEOUS CITY WIDE CONCRETE PATCHING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 75,000
WATER IMPROVEMENT STREETS COST				N/A	N/A	N/A	N/A	N/A	N/A	\$ 150,000
MISCELLANEOUS CITY WIDE STRIPING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 50,000
PAVEMENT REJUVENTATION (2026 RESURFACING & WATER STREETS)				N/A	N/A	N/A	N/A	N/A	N/A	\$ 80,000
TOTAL:				2.53	41,770	TOTAL COST: \$ 1,663,556				

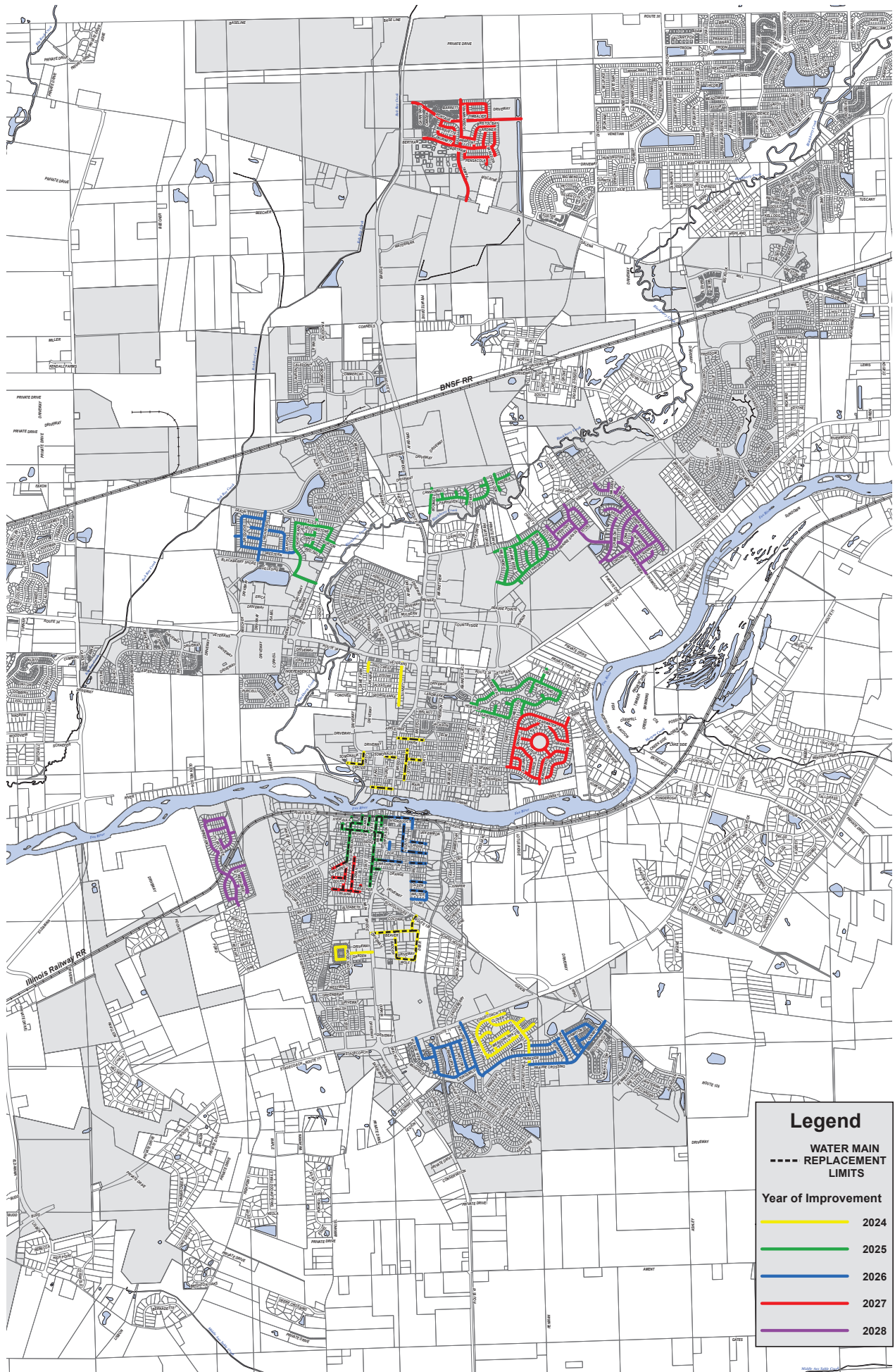
RTBR PROGRAM UPDATE
United City of Yorkville
SEPTEMBER 2023

PROPOSED RTBR PROGRAM FUNDING

2028 (FY29) STREET REHABILITATION LIST										
STREET	FROM	TO	STRATEGY	LENGTH	AREA	DEFLECTION CONDITION	DYNAMIC CONDITION	SURFACE CONDITION	CURRENT RANK	COST
BERTRAM DRIVE	WEST END	ROSEWINKEL STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,323	4,095	100	83	71	81	\$ 124,442
BRISTOL BAY DRIVE	WEST END	ROSEWINKEL STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,958	6,400	100	85	69	82	\$ 194,488
BURNETT STREET	BRISTOL BAY DRIVE	MARQUETTE STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,175	3,185	100	68	72	78	\$ 103,061
DAKOTA DRIVE	TUMA ROAD	HEARTLAND DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	453	1,510	100	93	70	86	\$ 48,861
HALEY COURT	HOMESTEAD DRIVE	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	272	840	100	69	74	79	\$ 27,181
HEARTLAND DRIVE	HOMESTEAD DRIVE	FARMSTEAD DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	2,505	7,550	100	88	69	84	\$ 244,306
HOMESTEAD DRIVE	ARROWHEAD DRIVE	HEARTLAND DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	2,671	8,920	100	89	69	83	\$ 288,637
MARQUETTE STREET	BERTRAM DRIVE	BURNETT STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,159	3,090	100	80	74	80	\$ 99,987
MISTWOOD COURT	HEARTLAND DRIVE	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	518	1,780	100	97	72	87	\$ 57,598
OMAHA DRIVE	HOMESTEAD DRIVE	CLEARWATER DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	561	1,620	100	93	75	87	\$ 52,421
PLYMOUTH AVENUE	ROSEWINKEL STREET	BRISTOL BAY DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	1,500	4,200	100	80	74	82	\$ 135,905
TIMBALIER STREET	PLYMOUTH AVENUE	PLYMOUTH AVENUE	VARIABLE DEPTH MILL, OVERLAY 3"	980	2,620	100	69	70	78	\$ 84,779
WHEATLAND COURT	HOMESTEAD DRIVE	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	236	700	100	81	68	81	\$ 22,651
MISCELLANEOUS CITY WIDE CRACK SEALING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 40,000
MISCELLANEOUS CITY WIDE CONCRETE PATCHING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 75,000
MISCELLANEOUS CITY WIDE STRIPING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 50,000
PAVEMENT REJUVENTATION (2027 RESURFACING & WATER STREETS)				N/A	N/A	N/A	N/A	N/A	N/A	\$ 75,000
TOTAL:				2.90	46,510	TOTAL COST:				\$ 1,724,317

PROPOSED FEDARALLY FUNDED PROJECTS

E. VAN EMMON STREET	IL ROUTE 47	CITY LIMITS	VARIABLE DEPTH MILL, OVERLAY 3"	2,611	10,160	100	92	67	81	\$ 562,910
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Legend

WATER MAIN
--- REPLACEMENT
LIMITS

Year of Improvement

- 2024
- 2025
- 2026
- 2027
- 2028

RTBR PROGRAM UPDATE
United City of Yorkville
SEPTEMBER 2023

PROPOSED RTBR PROGRAM FUNDING

2024 (FY25) STREET REHABILITATION LIST										
STREET	FROM	TO	STRATEGY	LENGTH	AREA	DEFLECTION CONDITION	DYNAMIC CONDITION	SURFACE CONDITION	CURRENT RANK	COST
CLOVER COURT	COUNTRY HILLS DRIVE	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	666	2,120	100	82	69	82	\$ 60,950
COUNTRY HILLS DRIVE	IL ROUTE 71	HAMPTON LANE	VARIABLE DEPTH MILL, OVERLAY 3"	2,020	6,960	100	93	68	84	\$ 200,100
COUNTRY HILLS DRIVE	HAMPTON LANE	PRAIRIE CROSSING DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	659	1,977	100	82	65	83	\$ 56,839
FAWN RIDGE COURT	COUNTRY HILLS DRIVE	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	505	2,340	100	87	71	84	\$ 67,275
GARDEN CIRCLE	GARDEN STREET	GARDEN STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,573	5,350	100	89	66	84	\$ 153,813
GARDEN STREET	IL ROUTE 47	GARDEN CIRCLE	VARIABLE DEPTH MILL, OVERLAY 3"	935	3,365	100	94	66	85	\$ 96,744
GREENFIELD TURN	COUNTRY HILLS DRIVE	COUNTRY HILLS DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	3,195	9,175	100	87	68	81	\$ 263,781
HARVEST TRAIL	COUNTRY HILLS DRIVE	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	330	1,180	100	96	69	87	\$ 33,925
MEADOWLARK COURT	MEADOWLARK LANE	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	161	1,010	100	66	73	78	\$ 29,038
MEADOWLARK LANE	GREENFIELD TURN	GREENFIELD TURN	VARIABLE DEPTH MILL, OVERLAY 3"	1,306	4,280	100	80	65	84	\$ 123,050
PRAIRIE LANE	LEISURE STREET	HILLCREST AVENUE	MILL 1.5", OVERLAY 1.5"	380	1,013	100	98	88	86	\$ 16,208
SUNNY DELL COURT	GREENFIELD TURN	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	564	2,125	100	90	66	84	\$ 61,094
SUNNY DELL LANE	GREENFIELD TURN	RAINTREE ROAD	VARIABLE DEPTH MILL, OVERLAY 3"	290	920	100	84	66	80	\$ 26,450
SUNSET AVENUE	HILLCREST AVENUE	SOUTH END	MILL 1.5", OVERLAY 1.5"	1,565	4,086	100	91	80	82	\$ 65,376
MISCELLANEOUS CITY WIDE CRACK SEALING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 40,000
MISCELLANEOUS CITY WIDE CONCRETE PATCHING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 75,000
WATER IMPROVEMENT STREETS COST				N/A	N/A	N/A	N/A	N/A	N/A	\$ 150,000
MISCELLANEOUS CITY WIDE STRIPING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 50,000
PAVEMENT REJUVENATION (2023 RESURFACING & WATER STREETS)				N/A	N/A	N/A	N/A	N/A	N/A	\$ 102,000
TOTAL:				2.68	45,901	TOTAL COST:				\$ 1,671,642

RTBR PROGRAM UPDATE
United City of Yorkville
SEPTEMBER 2023

PROPOSED RTBR PROGRAM FUNDING

2025 (FY26) STREET REHABILITATION LIST										
STREET	FROM	TO	STRATEGY	LENGTH	AREA	DEFLECTION CONDITION	DYNAMIC CONDITION	SURFACE CONDITION	CURRENT RANK	COST
ALAN DALE LANE	ALICE AVE	RED TAIL COURT	VARIABLE DEPTH MILL, OVERLAY 3"	1,013	3,130	100	86	65	81	\$ 92,687
ANDREA COURT	OVERLOOK COURT	EAST END	VARIABLE DEPTH MILL, OVERLAY 3"	587	2,300	100	91	72	86	\$ 68,109
ARROWHEAD DRIVE	HEARTLAND DRIVE	HOMESTEAD DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	1,413	4,620	100	87	69	84	\$ 136,810
BLACKBERRY SHORE LANE	NORTHLAND LANE	CANNONBALL TRAIL	MILL 3", OVERLAY 3"	863	4,790	100	95	72	87	\$ 133,210
BLUESTEM DRIVE	MCHUGH ROAD	HAYDEN DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	1,721	5,390	100	88	65	82	\$ 149,896
BOOMER LANE	CANNONBALL TRAIL	SOUTH END	VARIABLE DEPTH MILL, OVERLAY 3"	950	2,125	100	91	68	83	\$ 52,530
CHESHIRE COURT	FAIRHAVEN DRIVE	WEST END	VARIABLE DEPTH MILL, OVERLAY 3"	305	1,310	100	87	64	82	\$ 38,792
CONEFLOWER COURT	HAYDEN DRIVE	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	656	1,990	100	93	65	84	\$ 58,929
DAKOTA DRIVE	TUMA ROAD	HEARTLAND DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	453	1,510	100	93	70	86	\$ 44,715
DENISE COURT	ALAN DALE LANE	WEST END	VARIABLE DEPTH MILL, OVERLAY 3"	400	1,640	100	88	73	85	\$ 48,565
DOVER COURT (N)	NORTH END	FAIRHAVEN DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	384	1,660	100	81	66	80	\$ 49,157
DOVER COURT (S)	FAIRHAVEN DRIVE	SOUTH END	VARIABLE DEPTH MILL, OVERLAY 3"	213	1,120	100	68	66	73	\$ 33,166
ESSEX COURT	FAIRHAVEN DRIVE	NORTH END	VARIABLE DEPTH MILL, OVERLAY 3"	279	1,250	100	80	69	81	\$ 37,016
FAIRHAVEN DRIVE	BOOMER LANE	CANNONBALL TRAIL	VARIABLE DEPTH MILL, OVERLAY 3"	2,752	7,460	100	87	66	83	\$ 207,463
FARMSTEAD DRIVE	MCHUGH ROAD	HEARTLAND DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	443	1,480	100	94	71	87	\$ 43,827
HALEY COURT	HOMESTEAD DRIVE	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	272	840	100	69	74	79	\$ 24,875
HAYDEN DRIVE	MCHUGH ROAD	BLUESTEM DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	3,221	9,305	100	86	68	82	\$ 258,772
HEARTLAND DRIVE	HOMESTEAD DRIVE	ARROWHEAD DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	3,523	10,650	100	88	69	84	\$ 315,373
HERITAGE DRIVE	MCHUGH ROAD	HEARTLAND DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	223	695	100	100	76	88	\$ 20,581
HOMESTEAD DRIVE	ARROWHEAD DRIVE	HEARTLAND DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	2,671	8,920	100	89	69	83	\$ 264,144
MEADOWVIEW LANE	YELLOWSTONE LANE	RED TAIL LANE	VARIABLE DEPTH MILL, OVERLAY 3"	879	2,980	100	80	61	78	\$ 88,245

RTBR PROGRAM UPDATE
United City of Yorkville
SEPTEMBER 2023

MISTWOOD COURT	HEARTLAND DRIVE	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	518	1,780	100	97	72	87	\$ 52,710
NEWBURY COURT	FAIRHAVEN DRIVE	NORTH END	VARIABLE DEPTH MILL, OVERLAY 3"	292	1,280	100	75	71	80	\$ 37,904
NORTHLAND LANE	BLACKBERRY SHORE LANE	YELLOWSTONE LANE	VARIABLE DEPTH MILL, OVERLAY 3"	1,992	6,310	100	79	70	78	\$ 175,481
NORTON LANE	MEADOWVIEW LANE	CANNONBALL TRAIL	VARIABLE DEPTH MILL, OVERLAY 3"	312	760	100	88	69	84	\$ 22,506
PRAIRIE MEADOWS DRIVE	KENNEDY ROAD	BLUESTEM DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	282	815	100	81	66	80	\$ 24,134
PRAIRIE ROSE LANE	BLUSTEM DRIVE	HAYDEN DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	1,119	3,230	100	86	69	84	\$ 95,648
OMAHA DRIVE	HOMESTEAD DRIVE	CLEARWATER DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	561	1,620	100	93	75	87	\$ 47,972
OVERLOOK COURT	CANNONBALL TRAIL	SOUTH END	VARIABLE DEPTH MILL, OVERLAY 3"	669	2,630	100	79	72	82	\$ 77,881
RED TAIL COURT	ALAN DALE LANE	WEST END	VARIABLE DEPTH MILL, OVERLAY 3"	282	1,470	100	78	71	81	\$ 43,530
RED TAIL LANE	RED TAIL COURT	MEADOWVIEW LANE	VARIABLE DEPTH MILL, OVERLAY 3"	407	1,550	100	75	61	75	\$ 45,899
STILLWATER COURT	ARROWHEAD DRIVE	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	354	1,130	100	77	74	82	\$ 33,462
SWITCH GRASS LANE	BLUSTEM DRIVE	HAYDEN DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	994	2,870	100	83	68	82	\$ 84,988
WHEATLAND COURT	HOMESTEAD DRIVE	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	236	700	100	81	68	81	\$ 20,729
WILD INDIGO LANE	BLUSTEM DRIVE	HAYDEN DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	1,315	3,800	100	93	68	86	\$ 105,678
YELLOWSTONE LANE	NORTHLAND LANE	MEADOWVIEW LANE	VARIABLE DEPTH MILL, OVERLAY 3"	1,312	3,910	100	71	66	76	\$ 115,785
MISCELLANEOUS CITY WIDE CRACK SEALING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 40,000
MISCELLANEOUS CITY WIDE CONCRETE PATCHING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 75,000
WATER IMPROVEMENT STREETS COST				N/A	N/A	N/A	N/A	N/A	N/A	\$ 150,000
MISCELLANEOUS CITY WIDE STRIPING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 50,000
PAVEMENT REJUVENTATION (2024 RESURFACING & WATER STREETS)				N/A	N/A	N/A	N/A	N/A	N/A	\$ 85,000
TOTAL:				6.41	109,020	TOTAL COST:				\$ 3,551,167

RTBR PROGRAM UPDATE
United City of Yorkville
SEPTEMBER 2023

PROPOSED RTBR PROGRAM FUNDING

2026 (FY27) STREET REHABILITATION LIST										
STREET	FROM	TO	STRATEGY	LENGTH	AREA	DEFLECTION CONDITION	DYNAMIC CONDITION	SURFACE CONDITION	CURRENT RANK	COST
BALTRUSOL COURT	KINGSMILL STREET	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	177	590	100	94	74	87	\$ 17,996
BANBURY AVENUE	HAZELTINE WAY	KINGSMILL STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,195	3,570	100	97	72	87	\$ 108,888
BELL STREET	E FOX STREET	NORTH END	VARIABLE DEPTH MILL, OVERLAY 3"	188	585	100	93	36	71	\$ 17,843
BLUEBIRD LANE	HAMPTON LANE	PRAIRIE CROSSING DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	798	2,400	100	83	64	80	\$ 73,202
CANARY AVENUE	BLUEBIRD LANE	HAMPTON LANE	VARIABLE DEPTH MILL, OVERLAY 3"	725	2,095	100	85	77	85	\$ 63,899
CANYON TRAIL COURT	HIGH RIDGE LANE	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	456	1,520	100	95	69	86	\$ 46,361
CANYON TRAIL	HIGH RIDGE LANE	WESTERN LANE	VARIABLE DEPTH MILL, OVERLAY 3"	1,454	4,200	100	75	72	78	\$ 120,306
DEERPOINT LANE	HAMPTON LANE	PRAIRIE CROSSING DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	945	2,800	100	82	68	81	\$ 85,402
HAMPTON LANE	COUNTRY HILLS DRIVE	PRAIRIE CROSSING DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	2,773	8,100	100	90	71	84	\$ 232,019
HAZELTINE WAY	KINGSMILL STREET	RAINTREE ROAD	VARIABLE DEPTH MILL, OVERLAY 3"	1,312	4,010	100	97	68	86	\$ 122,309
HIGH RIDGE LANE	FAXON ROAD	BLACKBERRY SHORE LANE	VARIABLE DEPTH MILL, OVERLAY 3"	1,800	5,200	100	97	73	87	\$ 148,950
ILLINI DRIVE	WALTER STREET	MILL STREET	VARIABLE DEPTH MILL, OVERLAY 3"	843	2,600	100	65	62	75	\$ 79,302
ILLINI COURT	ILLINI DRIVE	ILLINI DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	292	900	100	61	54	71	\$ 27,451
INGEMUNSON LANE	PRAIRIE CROSSING DRIVE	HAMPTON LANE	VARIABLE DEPTH MILL, OVERLAY 3"	932	2,900	100	93	66	84	\$ 88,453
IROQUOIS LANE	WESTERN LANE	HIGH RIDGE LANE	VARIABLE DEPTH MILL, OVERLAY 3"	1,924	5,410	100	91	73	87	\$ 154,966
KINGSMILL COURT	KINGSMILL STREET	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	256	820	100	85	74	85	\$ 25,011
KINGSMILL STREET	HAZELTINE WAY	RAINTREE ROAD	VARIABLE DEPTH MILL, OVERLAY 3"	2,429	7,560	100	89	67	84	\$ 216,551
MILL STREET	E VAN EMMON STREET	E HYDRAULIC AVENUE	VARIABLE DEPTH MILL, OVERLAY 3"	367	800	100	92	69	85	\$ 24,401
PARKSIDE LANE	DEERPOINT LANE	RAINTREE ROAD	VARIABLE DEPTH MILL, OVERLAY 3"	3,128	9,730	100	88	69	81	\$ 278,709
PRAIRIE CROSSING DRIVE	COUNTRY HILLS DRIVE	IL ROUTE 126	VARIABLE DEPTH MILL, OVERLAY 3"	3,468	12,250	100	94	72	85	\$ 350,893
RAINTREE ROAD	IL ROUTE 71	PARKSIDE LANE	VARIABLE DEPTH MILL, OVERLAY 3"	2,152	6,700	100	99	74	88	\$ 191,917

RTBR PROGRAM UPDATE
United City of Yorkville
SEPTEMBER 2023

VILLAGE VIEW DRIVE	IL ROUTE 71	KINGSMILL STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,276	3,970	100	86	70	83	\$ 113,718
WESTON AVENUE	HAZELTINE WAY	KINGSMILL STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,136	3,530	100	91	67	84	\$ 101,114
WESTERN LANE	IROQUOIS LANE	NORTHLAND LANE	VARIABLE DEPTH MILL, OVERLAY 3"	2,031	6,050	100	87	73	84	\$ 173,298
WHITE PLAINS LANE	WEST END	HIGH RIDGE LANE	VARIABLE DEPTH MILL, OVERLAY 3"	987	2,850	100	98	73	87	\$ 86,927
MISCELLANEOUS CITY WIDE CRACK SEALING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 40,000
MISCELLANEOUS CITY WIDE CONCRETE PATCHING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 75,000
WATER IMPROVEMENT STREETS COST				N/A	N/A	N/A	N/A	N/A	N/A	\$ 150,000
MISCELLANEOUS CITY WIDE STRIPING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 50,000
PAVEMENT REJUVENTATION (2025 RESURFACING & WATER STREETS)				N/A	N/A	N/A	N/A	N/A	N/A	\$ 160,000
TOTAL:				6.26	101,140	TOTAL COST;				\$ 3,424,885

RTBR PROGRAM UPDATE
United City of Yorkville
SEPTEMBER 2023

PROPOSED RTBR PROGRAM FUNDING

2027 (FY28) STREET REHABILITATION LIST										
STREET	FROM	TO	STRATEGY	LENGTH	AREA	DEFLECTION CONDITION	DYNAMIC CONDITION	SURFACE CONDITION	CURRENT RANK	COST
AUBURN DRIVE	OMAHA DRIVE	SPRING STREET	VARIABLE DEPTH MILL, OVERLAY 3"	666	1,930	100	87	76	86	\$ 60,633
BERTRAM DRIVE	WEST END	BRISTOL BAY DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	3,534	10,200	100	83	71	81	\$ 300,937
BIRCHWOOD DRIVE	SPRING STREET	SPRING STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,674	4,980	100	80	72	81	\$ 146,928
BISCAYNE LANE	PENSACOLA STREET	SOUTH END	VARIABLE DEPTH MILL, OVERLAY 3"	180	480	100	85	78	86	\$ 15,080
BLUEJAY DRIVE	BIRCHWOOD DRIVE	TAUS CIR	VARIABLE DEPTH MILL, OVERLAY 3"	361	1,040	100	96	75	87	\$ 32,673
BRISTOL BAY DRIVE	WEST END	EAST END	VARIABLE DEPTH MILL, OVERLAY 3"	4,120	12,950	100	85	69	82	\$ 382,072
BURNETT STREET	BRISTOL BAY DRIVE	MARQUETTE STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,175	3,185	100	68	72	78	\$ 100,060
CLEARWATER DRIVE	OMAHA DRIVE	SPRING STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,598	4,970	100	78	74	80	\$ 146,633
DEERPATH DRIVE	CLEARWATER DRIVE	SPRING STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,145	3,300	100	83	75	84	\$ 103,672
E. SPRING STREET	TERI LANE	CLEARWATER DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	4,152	12,180	100	86	75	84	\$ 359,354
GARDINER AVENUE	BERTRAM DRIVE	BERTRAM DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	1,391	3,710	100	73	71	80	\$ 109,458
GRACE DRIVE	OMAHA DRIVE	SPRING STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,447	4,180	100	87	72	85	\$ 123,325
HARRISON STREET	GARDINER AVENUE	BERTRAM DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	797	2,300	100	79	85	85	\$ 72,257
KATE DRIVE	CLEARWATER DRIVE	OMAHA DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	1,054	3,350	100	84	72	84	\$ 98,837
MARQUETTE STREET	BERTRAM DRIVE	BURNETT STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,159	3,090	100	80	74	80	\$ 97,075
OMAHA DRIVE	CLEARWATER DRIVE	SPRING STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,952	5,960	100	93	76	85	\$ 175,842
PENSACOLA STREET	TAMPA DRIVE	SARASOTA AVENUE	VARIABLE DEPTH MILL, OVERLAY 3"	1,105	3,080	100	85	74	84	\$ 96,761
PIERPONT LANE	ROSENWINKEL STREET	GARDINER AVENUE	VARIABLE DEPTH MILL, OVERLAY 3"	485	1,400	100	87	69	84	\$ 43,982
PLEASANT COURT	PENSACOLA STREET	SOUTH END	VARIABLE DEPTH MILL, OVERLAY 3"	315	930	100	85	73	84	\$ 29,217
PLYMOUTH AVENUE	ROSENWINKEL STREET	BRISTOL BAY DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	1,500	4,200	100	80	74	82	\$ 123,915
REDWOOD DRIVE	OMAHA DRIVE	TAUS CIR	VARIABLE DEPTH MILL, OVERLAY 3"	587	1,830	100	86	76	85	\$ 57,491

RTBR PROGRAM UPDATE
United City of Yorkville
SEPTEMBER 2023

ROSENWINKEL STREET	GALENA ROAD	NORTH END	VARIABLE DEPTH MILL, OVERLAY 3"	3,758	11,775	100	91	66	84	\$ 347,405
SARASOTA AVENUE	BERTRAM DRIVE	PENSACOLA STREET	VARIABLE DEPTH MILL, OVERLAY 3"	331	880	100	73	85	84	\$ 27,646
TAMPA DRIVE	BERTRAM DRIVE	PENSACOLA STREET	VARIABLE DEPTH MILL, OVERLAY 3"	390	1,040	100	100	75	88	\$ 32,673
TAUS CIRCLE	REDWOOD DRIVE	REDWOOD DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	1,873	5,400	100	85	75	86	\$ 159,320
TIMBALIER STREET	PLYMOUTH AVENUE	PLYMOUTH AVENUE	VARIABLE DEPTH MILL, OVERLAY 3"	980	2,620	100	69	70	78	\$ 82,310
MISCELLANEOUS CITY WIDE CRACK SEALING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 40,000
MISCELLANEOUS CITY WIDE CONCRETE PATCHING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 75,000
WATER IMPROVEMENT STREETS COST				N/A	N/A	N/A	N/A	N/A	N/A	\$ 150,000
MISCELLANEOUS CITY WIDE STRIPING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 50,000
PAVEMENT REJUVENTATION (2026 RESURFACING & WATER STREETS)				N/A	N/A	N/A	N/A	N/A	N/A	\$ 150,000
TOTAL:				7.15	110,960	TOTAL COST: \$ 3,790,555				

RTBR PROGRAM UPDATE
United City of Yorkville
SEPTEMBER 2023

PROPOSED RTBR PROGRAM FUNDING

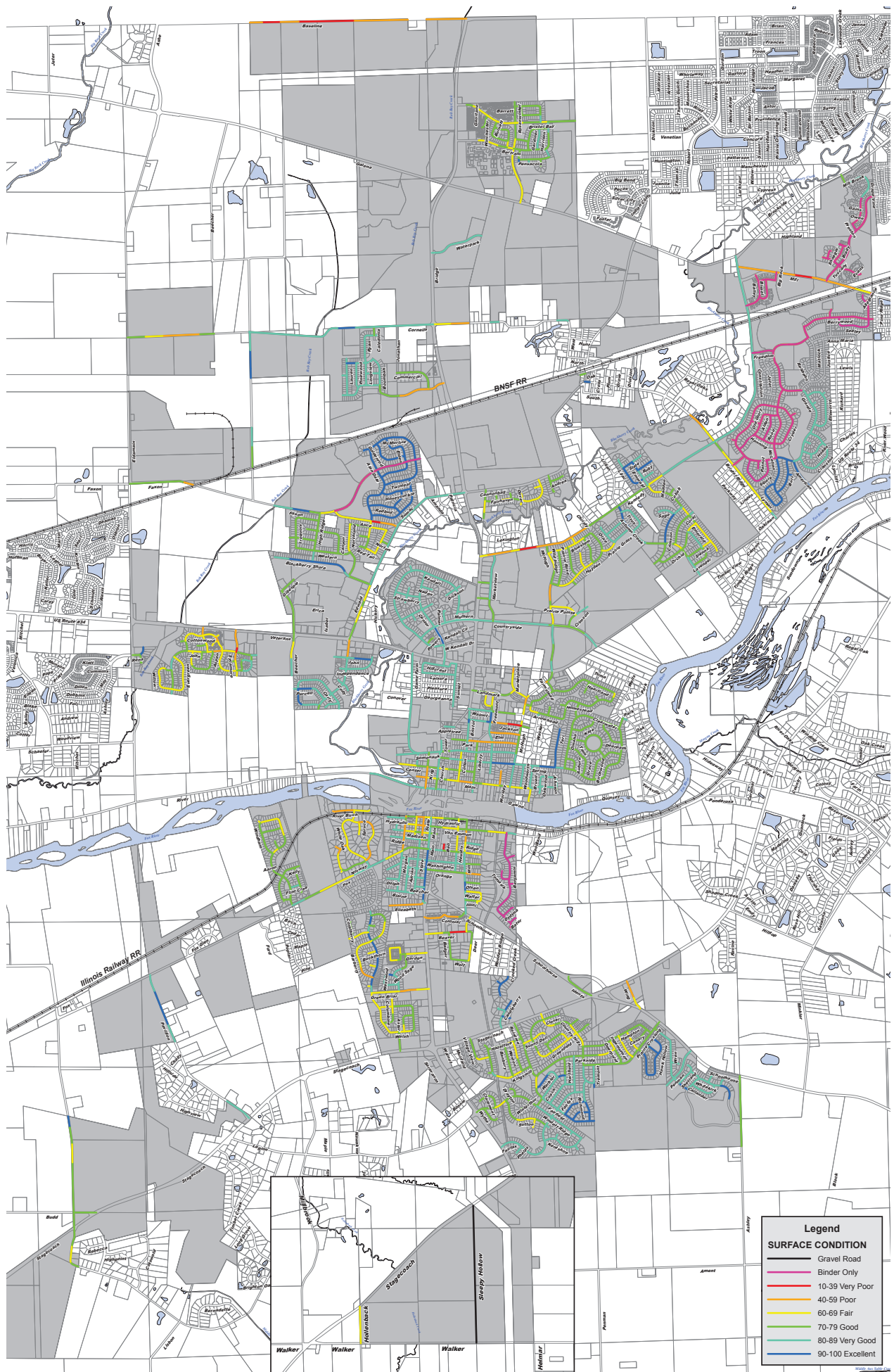
2028 (FY29) STREET REHABILITATION LIST										
STREET	FROM	TO	STRATEGY	LENGTH	AREA	DEFLECTION CONDITION	DYNAMIC CONDITION	SURFACE CONDITION	CURRENT RANK	COST
AUTUMN CREEK BLVD	LAVENDAR WAY	KENNEDY ROAD	VARIABLE DEPTH MILL, OVERLAY 3"	3,842	11,010	100	91	77	86	\$ 334,580
COBALT DRIVE	EMERALD LANE	NORTH END	VARIABLE DEPTH MILL, OVERLAY 3"	253	700	100	94	70	86	\$ 22,664
CORAL DRIVE	AUTUMN CREEK BOULEVARD	NORTH END	VARIABLE DEPTH MILL, OVERLAY 3"	1,447	4,180	100	91	73	86	\$ 135,258
CRISMON LANE	SOUTH END	EMERALD LANE	VARIABLE DEPTH MILL, OVERLAY 3"	2,401	6,940	100	90	81	87	\$ 210,898
EMERALD LANE	KENNEDY ROAD	SOUTH END	VARIABLE DEPTH MILL, OVERLAY 3"	3,751	11,390	100	87	65	82	\$ 346,128
FLINT CREEK LANE	POPLAR DRIVE	REDHORSE LANE	VARIABLE DEPTH MILL, OVERLAY 3"	374	1,080	100	85	78	86	\$ 34,947
KELLY AVENUE	EAST END	POPLAR DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	1,989	6,080	100	82	74	84	\$ 184,764
KELLY COURT	KELLY AVENUE	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	223	640	100	91	68	84	\$ 20,709
LAVENDAR WAY	AUTUMN CREEK BOULEVARD	ORCHID STREET	VARIABLE DEPTH MILL, OVERLAY 3"	1,743	5,035	100	82	76	84	\$ 153,007
MADDEN COURT	EMERALD LANE	NORTH END	VARIABLE DEPTH MILL, OVERLAY 3"	436	1,280	100	90	70	85	\$ 41,419
MIDNIGHT PLACE	OLIVE LANE	AUTUMN CREEK BOULEVARD	VARIABLE DEPTH MILL, OVERLAY 3"	804	2,500	100	91	85	88	\$ 80,896
OLIVE LANE	PRAIRIE GRASS LANE	NORTH END	VARIABLE DEPTH MILL, OVERLAY 3"	856	2,800	100	86	84	87	\$ 90,603
ORCHID STREET	EMERALD LANE	CRIMSON LANE	VARIABLE DEPTH MILL, OVERLAY 3"	2,139	6,800	100	93	73	86	\$ 206,643
POPLAR DRIVE	FOX STREET	WINDHAM CIRCLE	VARIABLE DEPTH MILL, OVERLAY 3"	3,743	11,180	100	91	71	84	\$ 339,746
PRAIRIE GRASS LANE	AUTUMN CREEK BOULEVARD	HAYDREN DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	1,378	4,010	100	81	74	83	\$ 129,757
REDHORSE LANE	KELLY AVENUE	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	1,141	3,560	100	86	75	85	\$ 108,184
SAGE COURT	CRIMSON LANE	WEST END	VARIABLE DEPTH MILL, OVERLAY 3"	800	2,430	100	90	84	88	\$ 78,631
SIENNA DRIVE	EMERALD LANE	AUTUMN CREEK BOULEVARD	VARIABLE DEPTH MILL, OVERLAY 3"	1,036	2,995	100	89	69	84	\$ 96,913
STONY CREEK LANE	WINDHAM CIRCLE	WINDHAM CIRCLE	VARIABLE DEPTH MILL, OVERLAY 3"	764	2,380	100	96	72	87	\$ 77,013
TITUS DRIVE	AUTUMN CREEK BOULEVARD	AUTUMN CREEK BOULEVARD	VARIABLE DEPTH MILL, OVERLAY 3"	1,323	4,740	100	95	85	89	\$ 153,379
TYLER CREEK COURT	POPLAR DRIVE	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	479	1,540	100	83	71	84	\$ 49,832

RTBR PROGRAM UPDATE
United City of Yorkville
SEPTEMBER 2023

WINDHAM CIRCLE	POPLAR DRIVE	POPLAR DRIVE	VARIABLE DEPTH MILL, OVERLAY 3"	1,939	5,940	100	91	68	85	\$ 180,509
WINDHAM COURT	WINDHAM CIRCLE	DEAD END	VARIABLE DEPTH MILL, OVERLAY 3"	289	835	100	87	61	81	\$ 27,019
MISCELLANEOUS CITY WIDE CRACK SEALING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 40,000
MISCELLANEOUS CITY WIDE CONCRETE PATCHING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 75,000
MISCELLANEOUS CITY WIDE STRIPING				N/A	N/A	N/A	N/A	N/A	N/A	\$ 50,000
PAVEMENT REJUVENTATION (2027 RESURFACING & WATER STREETS)				N/A	N/A	N/A	N/A	N/A	N/A	\$ 165,000
TOTAL:				6.28	100,045	TOTAL COST:				\$ 3,433,499

PROPOSED FEDARALLY FUNDED PROJECTS

E. VAN EMMON STREET	IL ROUTE 47	CITY LIMITS	VARIABLE DEPTH MILL, OVERLAY 3"	2,611	10,160	100	92	67	81	\$ 562,910
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Legend

SURFACE CONDITION

- Gravel Road
- Binder Only
- 10-39 Very Poor
- 40-59 Poor
- 60-69 Fair
- 70-79 Good
- 80-89 Very Good
- 90-100 Excellent



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

Agenda Item Number

New Business #3

Tracking Number

PW 2023-74

Agenda Item Summary Memo

Title: East Van Emmon Resurfacing, KKCOM Grant – Design Engineering Agreement

Meeting and Date: Public Works Committee – September 19, 2023

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: September 13, 2023
Subject: East Van Emmon resurfacing, KKCOM grant – design engineering

Summary

Consideration of a preliminary and design engineering agreement with EEI for resurfacing of East Van Emmon Street under an anticipated Kane Kendall Council of Mayors (KKCOM) grant program.

Background

This item was last discussed during the FY 24 budget discussions, when the City Council reviewed the budget memo which includes a complete preliminary and design engineering for a future East Van Emmon Road resurfacing project. The Kane Kendall Council of Mayors has two annual grant programs for road resurfacing projects, under which the City applied for East Van Emmon improvements a few years back. The City was not chosen for funding in the grant program, but was instead placed on a backup project list that could be funded in the future as other projects are completed or are delayed. The East Van Emmon project has slowly moved up the backup project list over the years, and could be selected for a grant anytime in the next few years. In order to proceed with this grant program, the City needs to complete preliminary and design engineering for the roadway in advance of the grant selection. Accordingly, EEI has submitted a preliminary and design engineering agreement for our consideration.

The agreement as submitted covers preliminary and design engineering services only. The total cost of the contract is a fixed fee amount of \$51,952. This cost is included in the FY 24 budget. As with previous anticipated-grant projects, we anticipate that the design engineering will be valid for several years after it is completed.

Recommendation

Staff recommends approval of a preliminary and design engineering agreement with EEI for resurfacing of East Van Emmon Street under an anticipated Kane Kendall Council of Mayors (KKCOM) grant program.



FFY 2023 - 2027 STP - L Contingency Program Status Report: July 2023

Roadways and Intersections

PROJECT INFORMATION							REQUESTED FUNDING					TARGET AUTH / LET.		CURRENT STATUS		PRIOR STATUS	
Rank	Score	TIP ID	Project	Sponsor	Phases	2023	2024	2025	2026	2027	Phase Total	Project Total	Date	Status	Status Date	Status	Status Date
1	22.1	CFP09-22-0058	Douglas Road Reconstruction from Raddant Rd to Kirk Rd	Batavia	Eng 2			\$ 150,000			\$ 300,000	\$ 3,040,000	1/2026	Project Scoping	7/20/2023	Project Scoping	4/20/2023
2		CFP09-22-0058	Douglas Road Reconstruction from Raddant Rd to Kirk Rd	Batavia	Const./E3					\$ 1,680,000	\$ 2,400,000	\$ 3,040,000	1/2026	Project Scoping	7/20/2023	Project Scoping	4/20/2023
3	19.9	CFP09-22-0056	Hubbard Avenue Reconstruction from Kirk Road to Pearson Avenue	Batavia	Eng 2			\$ 89,500			\$ 380,000	\$ 3,834,000	3/2027	Project Scoping	7/20/2023	Project Scoping	4/20/2023
		CFP09-22-0056	Hubbard Avenue Reconstruction from Kirk Road to Pearson Avenue	Batavia	Const./E3					\$ 2,275,500	\$ 3,034,000	\$ 3,834,000	3/2027	Project Scoping	7/20/2023	Project Scoping	4/20/2023
4	17.2	CFP09-22-0021	Spring Street/Cleveland Avenue Roadway Improvements	Carpentersville	Const./E3					\$ 1,760,000	\$ 2,200,000	\$ 2,345,000	Q1/2027	Project Scoping	7/20/2023	Project Scoping	4/20/2023
5	15.5	CFP09-22-0028	Main Street between Center Street and Knights Road	Sandwich	Const.			\$ 1,627,889			\$ 3,870,000	\$ 4,680,000	Q3/2025	Project Scoping	7/20/2023	Project Scoping	4/20/2023
6	14.3	CFP09-22-0055	McKee Road Reconstruction- Rt 31 to Van Nortwick Avenue	Batavia	Eng 2			\$ 186,200			\$ 266,000	\$ 2,747,000	3/2027	Project Scoping	7/20/2023	Project Scoping	4/20/2023
	14.3	CFP09-22-0055	McKee Road Reconstruction- Rt 31 to Van Nortwick Avenue	Batavia	Const./E3					\$ 1,522,500	\$ 2,175,000	\$ 2,747,000	3/2027	Project Scoping	7/20/2023	Project Scoping	4/20/2023

Asset Management

PROJECT INFORMATION							REQUESTED FUNDING					TARGET AUTH / LET.	CURRENT STATUS		PRIOR STATUS		
Rank	Score	CFP ID	Project	Sponsor	Phases	2023	2024	2025	2026	2027	Phase Total	Project Total	Date	Status	Status Date	Status	Status Date
1	46	CFP09-22-0035	Indian Trail Resurfacing (Highland Av to IL Route 31)	Aurora	Const./E3			\$ 723,750			\$ 965,000	\$ 1,133,000	Q1/2025	P1 KO held 6/13/2023	7/20/2023	Project Scoping	4/20/2023
2	36.3	CFP09-22-0041	Liberty Street Resurfacing (Eola Rd to Commons Dr)	Aurora	Const./E3				\$ 607,500		\$ 810,000	\$ 865,000	Q1/2026	Project Scoping	7/20/2023	Project Scoping	4/20/2023
3	35.1	CFP09-22-0040	Sullivan Road Resurfacing (Highland Av to Mitchell Rd)	Aurora	Const./E3					\$ 651,750	\$ 869,000	\$ 927,000	Q1/2027	Project Scoping	7/20/2023	Project Scoping	4/20/2023
4	32.5	CFP09-22-0036	Ashland Avenue Resurfacing (IL Route 25 to Union St)	Aurora	Const./E3			\$ 750,000			\$ 1,044,000	\$ 1,111,000	Q1/2025	Project Scoping	7/20/2023	Project Scoping	4/20/2023
5	31.1	CFP09-22-0048	E. Van Emmon Street Resurfacing (IL Route 47 to City Limits)	Yorkville	Const./E3			\$ 387,578			\$ 516,771	\$ 562,911	Q2/2025	Project Scoping	7/20/2023	Project Scoping	4/20/2023
6	30.5	CFP09-22-0026	National Street Concrete Reconstruction	Elgin	Const./E3			\$ 471,200			\$ 589,000	\$ 691,000	Q3/2025	Project Scoping	7/20/2023	Project Scoping	4/20/2023
7	30.4	CFP09-22-0054	Gordon Road Resurfacing (US Route 30 to Concord Drive)	Montgomery	Const./E3				\$ 694,575		\$ 926,100	\$ 992,850	Q1/2026	Project Scoping	7/20/2023	Project Scoping	4/20/2023
8	30.1	CFP09-22-0011	Washington Street Resurfacing	Carpentersville	Const.					\$ 750,000	\$ 1,100,000	\$ 1,170,000	Q1/2027	Project Scoping	7/20/2023	Project Scoping	4/20/2023
9	28.3	CFP09-22-0020	Barrington Avenue Resurfacing	East Dundee	Const./E3			\$ 371,250			\$ 495,000	\$ 549,000	4/2025	Project Scoping	7/20/2023	Project Scoping	4/20/2023
10	28.2	CFP09-22-0060	Van Nortwick Resurfacing from Fabyan Parkway and Main Street	Batavia	Const./E3			\$ 417,000			\$ 556,000	\$ 556,000	1/2025	Project Scoping	7/20/2023	Project Scoping	4/20/2023
11	27.7	CFP09-22-0039	Prairie Street Resurfacing (West City Limits to Randall Rd)	Aurora	Const.				\$ 750,000		\$ 1,446,000	\$ 1,535,000	Q1/2026	Project Scoping	7/20/2023	Project Scoping	4/20/2023
12	27.2	CFP09-22-0014	East Main Street Improvements - Gilbert Street to IL Route 25	South Elgin	Const./E3			\$ 704,178			\$ 938,904	\$ 1,066,944	3/2025	Project Scoping	7/20/2023	Project Scoping	4/20/2023
13	26.1	CFP09-22-0032	Merrill Road Resurfacing (Village Limits to Bliss Road)	Sugar Grove	Const./E3				\$ 456,825		\$ 609,100	\$ 663,500	Q1/2026	Project Scoping	7/20/2023	Project Scoping	4/20/2023
14	25.6	CFP09-22-0059	Pine Street Resurfacing from Kirk Road to Raddant Road	Batavia	Const./E3			\$ 248,250			\$ 331,000	\$ 331,000	1/2025	Project Scoping	7/20/2023	Project Scoping	4/20/2023
15	24.4	CFP09-22-0050	E. Pleasant Avenue Resurfacing (N. Main Street to Latham Street)	Sandwich	Const./E3					\$ 292,800	\$ 390,400	\$ 431,200	Q1/2027	Project Scoping	7/20/2023	Project Scoping	4/20/2023
16	24.1	CFP09-22-0030	Hankes Road Resurfacing (Village Limits to Village Limits)	Sugar Grove	Const./E3					\$ 504,600	\$ 672,800	\$ 721,300	Q1/2027	Project Scoping	7/20/2023	Project Scoping	4/20/2023
17	23.6	CFP09-22-0015	South Elgin Boulevard Improvements - East Main Street to Village Limits	South Elgin	Const.			\$ 750,000			\$ 1,541,287	\$ 1,751,477	3/2025	Project Scoping	7/20/2023	Project Scoping	4/20/2023
18	21.1	CFP09-22-0047	Wheeler Road Resurfacing (Dugan Road to Esker Drive)	Sugar Grove	Const./E3			\$ 383,250			\$ 511,000	\$ 556,700	Q1 / 2025	Project Scoping	7/20/2023	Project Scoping	4/20/2023
19	21	CFP09-22-0010	Campton Hills Road - Town Hall Road to LaFox Road	Campton Hills	Const./E3				\$ 682,125		\$ 910,000	\$ 977,000	1/2026	Project Scoping	7/20/2023	Consultant selected by Board 12/20/2022	4/20/2023
20	20	CFP09-22-0049	State Street Resurfacing (Unnamed Creek to Duchess Lane)	Hampshire	Const./E3					\$ 500,000	\$ 905,080	\$ 985,890	Q1/2027	Project Scoping	7/20/2023	Project Scoping	4/20/2023
21	16.2	CFP09-22-0012	1st Street Roadway Improvements - IL Route 72 to Dunning Avenue	West Dundee	Const./E3			\$ 596,595			\$ 795,460	\$ 881,460	3/2025	Project Scoping	7/20/2023	Project Scoping	4/20/2023
22	11.9	CFP09-22-0029	E. Prairie Street Resurfacing (IL Route 47 to Gordon Road)	Sugar Grove	Const./E3					\$ 688,350	\$ 917,800	\$ 984,000	Q1/2027	Project Scoping	7/20/2023	Project Scoping	4/20/2023

***E. Van Emmon Street Resurfacing
Surface Transportation Program
United City of Yorkville
Professional Services Agreement – Preliminary & Design Engineering***

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

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the Scope of Services (Attachment B). Preliminary and Design Engineering for all roadways indicated on Attachment E will be provided. Construction Engineering services are not include and would be provided in a separate agreement. Engineering will be in accordance with all City and Illinois Department of Transportation requirements.

B. Term:

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

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Preliminary and Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$51,952, of which direct expenses are estimated at \$5,300. The hourly rates for this project are shown in the attached 2023 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, ENGINEER, on or before February 1st of any given year, shall provide



written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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



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

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

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

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

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

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979



or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

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

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

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

I. Indemnification:

ENGINEER shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by ENGINEER or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of ENGINEER or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against



the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance:

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

K. Additional Terms or Modification:

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

Attachment A:	Standard Terms and Conditions
Attachment B:	Scope of Services
Attachment C:	Estimate of Level of Effort and Associated Cost
Attachment D:	Estimated Schedule
Attachment E:	Location Map
Attachment F:	2023 Standard Schedule of Charges



L. Notices:

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

For the City:

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

For the ENGINEER:

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

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

Agreed to this ____ day of _____, 2023.

United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

Brad Sanderson, PE
Chief Operating Officer / President

Jori Behland
City Clerk

Angie Smith
Executive Assistant



STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of



profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

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

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

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

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

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

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

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

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

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

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

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

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



**E. Van Emmon Street Resurfacing
Surface Transportation Program
United City of Yorkville
Professional Services Agreement - Preliminary & Design Engineering**

Attachment B – Scope of Services

Preliminary Engineering

- Preliminary IDOT Coordination and Phase I Processing
 - Section Number, Job Number, Project Number & Contract Number Request
 - Local Agency Pavement Preservation of Functional Overlay Approval (BLR46300)
 - Location Map
 - Geotechnical Subsurface Exploration (Pavement Cores)
 - Preliminary Typical Sections - Existing and Proposed
 - Prepare Maintenance History Letter & Evaluate Crash History

Design Engineering

- Site Visit/Review of Existing Conditions
 - Conduct site visit(s) to assess condition of existing pavement, curb and gutter, sidewalk, driveways, culverts and drainage structures.
 - Obtain, review and inventory existing utility, roadway, right-of way, ownership, soil data, etc.
 - Coordinate documentation for CCDD management of soils, as necessary
 - Confirm pavement design and rehabilitation methodology
- Prepare Final Plans
 - Prepare Base Plan Set, IDOT Format
 - General Notes, Legend, List of Highway Standards
 - Summary of Quantities
 - Typical Sections
 - Plan Sheets (CAD Sheets, Developed from GIS Database and Aerials/Field Notes)
 - Project Details
- Prepare Specifications
 - Project Specific Special Provisions
 - Bureau of Design and Environment Provisions
 - District Three Special Provisions
 - Bureau of Local Roads and Streets Special Provisions
- IDOT Processing
 - Estimate of Cost
 - Estimate of Time
 - Lump Sum Item Breakdown
 - Revisions with Disposition of Comments
 - Coordination of Local Agency Agreement for Federal Participation
 - Prepare Construction Engineering Agreement



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

CLIENT						PROJECT NUMBER		
United City of Yorkville						YO2336-P		
PROJECT TITLE						DATE		PREPARED BY
E. Van Emmon Street Resurfacing - Preliminary & Design Engineering						9/13/23		CJO/BPS

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	SPE 1	PE	SPT 2	SPT 1	ST	ADMIN	HOURS	COST
		PERSON											
		RATE	\$239	\$227	\$204	\$192	\$162	\$167	\$156	\$135	\$70		
PRELIMINARY ENGINEERING													
1.1	Preliminary Project Management & Coordination		2	2	8						2	14	\$ 2,704
1.2	Project Meetings		4		4	4	4					16	\$ 3,188
1.3	Pavement and Crash Analysis				2		6					8	\$ 1,380
1.4	Preliminary IDOT Coordination				2	4						6	\$ 1,176
1.5	Process Documents for LAFO Design Approval				2	6	12	2	4	4		30	\$ 5,002
Preliminary Engineering Subtotal:			6	2	18	14	22	2	4	4	2	74	\$ 13,450
DESIGN ENGINEERING													
2.1	Design Project Management & Coordination		2	4	10							16	\$ 3,426
2.2	Site Review & Identification of Required Improvements				2	6	12					20	\$ 3,504
2.3	Prepare Existing Condition Plan Sheets					2	8	2	4	12		28	\$ 4,258
2.4	Prepare & Submit Pre-Final Plans, Specifications and Estimates				2	8	24	4	16	24		78	\$ 12,236
2.5	Revisions and Disposition of Comments				2	6	8		4			20	\$ 3,480
2.6	Submit Final Plans, Specifications and Estimates				2	8	8	2		8		28	\$ 4,654
2.7	IDOT Processing - Local Agency Agreement & Construction Engineering		2		2	4						8	\$ 1,654
Design Engineering Subtotal:			4	4	20	34	60	8	24	44	-	198	\$ 33,212
PROJECT TOTAL:			10	6	38	48	82	10	28	48	2	272	46,662

EEI STAFF

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

DIRECT EXPENSES

Printing/Scanning =	\$ 200
Pavement Cores (Rubino) =	\$ 5,100
DIRECT EXPENSES = \$ 5,300	

LABOR SUMMARY

EEI Labor Expenses =	\$ 46,662
TOTAL LABOR EXPENSES	\$ 46,662

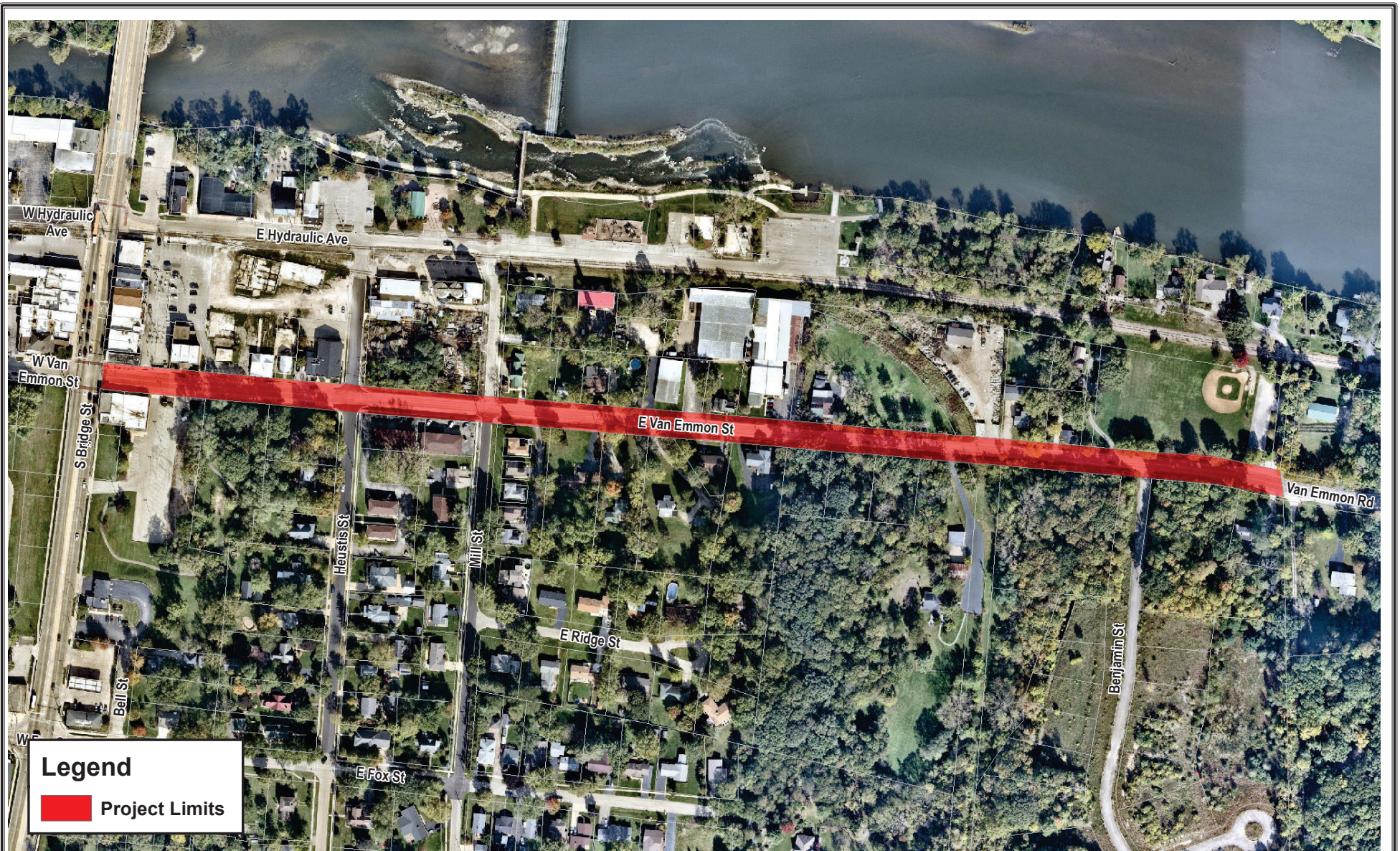
TOTAL COSTS	\$ 51,962
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ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT						PROJECT NUMBER											
United City of Yorkville						YO2336-P											
PROJECT TITLE						DATE				PREPARED BY							
E. Van Emmon Street Resurfacing - Preliminary & Design Engineering						9/13/23				CJO							
TASK NO.	TASK DESCRIPTION																
						2024											
		SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
PRELIMINARY ENGINEERING																	
1.1	Preliminary Project Management & Coordination																
1.2	Project Meetings																
1.3	Pavement and Crash Analysis																
1.4	Preliminary IDOT Coordination																
1.5	Process Documents for LAFO Design Approval																
DESIGN ENGINEERING																	
2.1	Design Project Management & Coordination																
2.2	Site Review & Identification of Required Improvements																
2.3	Prepare Existing Condition Plan Sheets																
2.4	Prepare & Submit Pre-Final Plans, Specifications and Estimates																
2.5	Revisions and Disposition of Comments																
2.6	Submit Final Plans, Specifications and Estimates																
2.7	IDOT Processing - Local Agency Agreement & Construction Engineering																





Legend



Project Limits

Engineering Enterprises, Inc.



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



United City of Yorkville

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

NO.	DATE	REVISIONS

DATE:	FEBRUARY 2022
PROJECT NO.:	YO2204
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2022\
FILE:	102204 Yorkville Street Location Map

200 100 0 200 Feet

ATTACHMENT E E. VAN EMMON STREET LOCATION MAP





STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2023

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$239.00
Principal	E-3	\$234.00
Senior Project Manager	E-2	\$227.00
Project Manager	E-1	\$204.00
Senior Project Engineer/Surveyor II	P-6	\$192.00
Senior Project Engineer/Surveyor I	P-5	\$179.00
Project Engineer/Surveyor	P-4	\$162.00
Senior Engineer/Surveyor	P-3	\$149.00
Engineer/Surveyor	P-2	\$135.00
Associate Engineer/Surveyor	P-1	\$122.00
Senior Project Technician II	T-6	\$167.00
Senior Project Technician I	T-5	\$156.00
Project Technician	T-4	\$146.00
Senior Technician	T-3	\$135.00
Technician	T-2	\$122.00
Associate Technician	T-1	\$107.00
GIS Technician II	G-2	\$119.00
GIS Technician I	G-1	\$110.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Executive Administrative Assistant	A-4	\$ 75.00
Administrative Assistant	A-3	\$ 70.00

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 216.00
Expert Testimony		\$ 271.00



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

Agenda Item Number

New Business #4

Tracking Number

PW 2023-75

Agenda Item Summary Memo

Title: Water Audits and Non-Revenue Reduction – Design Engineering Agreement

Meeting and Date: Public Works Committee – September 19, 2023

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: September 13, 2023
Subject: Water audits and non-revenue reduction – design engineering

Summary

Consideration of a design engineering agreement with EEI for the City's annual water audit and non-revenue reduction consultation.

Background

This item was last discussed during the August 2023 City Council meeting, during the WIFIA letter of interest presentation. One of the components of our Lake Michigan water supply project will be an annual audit of the City's water system to determine whether the City is under a 10% non-revenue water loss rate. Once that annual audit is completed, the City needs to file the appropriate reports with the Illinois Department of Natural Resources (IDNR) and make recommendations for system improvements to reduce water loss. Accordingly, EEI has submitted a design engineering agreement to complete this work on behalf of the City for water years 2022 (October 1, 2021 through September 30, 2022) and 2023 (October 1, 2022 through September 30, 2023), and to make recommendations for water system improvements post-audit.

The agreement submitted by EEI covers design engineering services only. The total cost of the contract is an estimated value of \$40,000, to be paid out at hourly rates. This project is included in the FY 24 budget. The study is expected to begin in mid-October, and wrap up by the end of 2023. Recommendations for reducing water loss will be made throughout the remainder of FY 24.

Recommendation

Staff recommends approval of the design engineering agreement with EEI for the City's annual water audit and non-revenue reduction consultations.

**Water Audits and Non-Revenue Reduction Consultation
United City of Yorkville
Professional Services Agreement – Design Engineering**

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

A. Services:

The ENGINEER shall furnish the necessary personnel, materials, equipment, and expertise to make the necessary investigations, analysis, and calculations along with exhibits, cost estimates, and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment B. Services to be provided include professional engineering services for the preparation of the Water Audit (WY22 & WY23) and on-going Non-Revenue Water reduction efforts.

B. Term:

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

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for on an hourly basis in an estimated amount of \$40,000.00. The hourly rates for this project are shown in the attached 2023 Standard Schedule of Charges (Attachment E). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

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



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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing



employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

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

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

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

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

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



I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

Attachment A:	Standard Terms and Conditions
Attachment B:	Scope of Services
Attachment C:	Estimated Level of Effort and Associated Cost
Attachment D:	Anticipated Project Schedule
Attachment E:	2023 Standard Schedule of Charges

L. Notices:

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



For the City:

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

For the ENGINEER:

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

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

Agreed to this _____ day of _____, 2023.

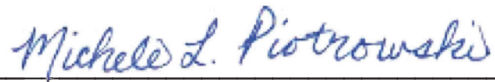
United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

Brad Sanderson, PE
Chief Operating Officer / President

Jori Behland
City Clerk



Michele Piotrowski, PE, LEED AP
Vice President



STANDARD TERMS AND CONDITIONS

Attachment A

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

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

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

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

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

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

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

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

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

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

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

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



the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

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

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

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

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

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

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

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

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

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

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

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

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



**Water Audits (WY22 & WY23) and Non-Revenue
Water Reduction Consultation
United City of Yorkville, IL
Professional Services Agreement - Design**

Attachment B – Scope of Services

BACKGROUND

The United City of Yorkville is seeking a Lake Michigan Water Allocation Permit. As part of the future permit requirements, the City will need to prepare and submit to the Illinois Department of Natural Resources (IDNR) an annual water audit based on the American Water Works Association (AWWA) M36 Manual and the associated Free Water Audit Software (FWAS). Although the City's Non-Revenue Water (NRW) is anticipated to be greater than 10% which would then involve preparation of a revised Water System Improvement Plan (WSIP) indicating the City's progress and any need to pivot from the previous submittal, the WSIP is not anticipated to be required until WY2024 due to the anticipated timing of the Lake Michigan Water Allocation Permit. Therefore, the WSIP is not included in this scope of work.

SCOPE OF SERVICES

Engineering Enterprises, Inc. (EEI) will provide the necessary professional consulting and engineering services to prepare the water audit based on the AWWA M36 Manual and FWAS for both WY2022 and WY2023 and then perform on-going NRW reduction tasks as needed. Below outlines the professional consulting and engineering services to assist the City in completing these work items:

WY2022 AND WY2023 WATER AUDITS

- 1 Prepare and coordinate the RFI
- 2 Meet with the City to review data questions
- 3 Perform lag-time corrections for Volume from Own Sources
- 4 Perform lag-time corrections for Billed Metered water
- 5 Complete AWWA based water audit form with comments
- 6 Prepare summary graphs for NRW components
- 7 Update historical table/graph to view trends
- 8 On-going coordination with City to refine data
- 9 Meet with City to review the completed water audit
- 10 Complete LMO-2 for WY2023 only

ON-GOING NON-REVENUE WATER REDUCTION EFFORTS

- 11 Research/Review of viability of new technologies for NRW Reduction
- 12 Water Loss Task Force Meeting (Quarterly)
- 13 Responding to on-going questions regarding the NRW reduction progress

The above scope summarizes the work items that will be completed for this contract. All work items are not known at this time and will only be completed upon direction from City staff when necessary. Additional work items, shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges (Attachment D).



Exclusions

Items specifically excluded from the base scope of services are:

- Preparation of the LMO-2 form (The audit will be completed, but it is not anticipated that a formal submittal will be required because the permitting process is in progress.)
- Water System Improvement Plan preparation for WY2022 and WY2023.
- A resubmittal to IDNR for the WSIP
- Additional meetings beyond the meetings identified within the base scope of services
- Attendance at Board or Committee meeting
- Meter testing and/or analysis



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

CLIENT				PROJECT NUMBER	
United City of Yorkville				YO2252-C	
PROJECT TITLE				DATE	PREPARED BY
Water Audits and Non-Revenue Water Reduction Consultation				8/17/23	MLP

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PRINCIPAL	PRJ ENG	GIS Analyst	ADMIN	HOURS	COST
		PERSON	BPS	MLP	KA/SNS	MJT	DRA		
		RATE	\$239	\$234	\$162	\$119	\$70		
WY2022 AND WY2023 WATER AUDITS									
1	Prepare and coordinate the RFI			4	6		2	12	\$ 2,048
2	Meet with the City to review data questions		2	6	6			14	\$ 2,854
3	Perform lag-time corrections for Volume from Own Sources			2	8			10	\$ 1,764
4	Perform lag-time corrections for Billed Metered water			4	20			24	\$ 4,176
5	Complete AWWA based water audit form with comments			12	24			36	\$ 6,696
6	Prepare summary graphs for NRW components			2	4			6	\$ 1,116
7	Update historical table/graph to view trends			2	4			6	\$ 1,116
8	On-going coordination with City to refine data		2	4	8			14	\$ 2,710
9	Meet with City to review the completed water audit		2	4	4			10	\$ 2,062
10	Complete LMO-2 for WY2023 only			1	2			3	\$ 558
ON-GOING NON-REVENUE WATER REDUCTION EFFORTS									
11	Research/Review viability of new technologies for NRW Reduction		8	2	12			22	\$ 4,324
12	Water Loss Task Force Meeting (Quarterly)		4	16	16			36	\$ 7,292
13	Responding to questions regarding the NRW reduction progress			8	8		1	17	\$ 3,238
PROJECT TOTAL:			18	67	122	-	3	210	39,954

EEl STAFF

BPS Bradley P. Sanderson, PE
MLP Michele L. Piotrowski, PE, LEED AP
KA Kamelia Afshinnia, PhD, EI
SNS Sydney N. Shaffer, EI, CFM
MJT Matthew J. Taylor
DRA Deborah R. Anderson

DIRECT EXPENSES

Printing/Scanning =	\$	50
Mileage =		
DIRECT EXPENSES =		\$ 50

LABOR SUMMARY

EEl Labor Expenses =	\$	39,954
TOTAL LABOR EXPENSES		\$ 39,954

TOTAL COSTS	\$	40,004
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ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT																										
PROJECT TITLE		PREPARED BY																								
United City of Yorkville		MLP																								
Water Audits and Non-Revenue Water Reduction Consultation																										
TASK NO.	TASK DESCRIPTION																									
		2023						2024																		
		SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR																	
1	WY2022 and WY2023 Water Audits																									
2	On-going Non-Revenue Water (NRW) Reduction Efforts																									





Engineering Enterprises, Inc.

ATTACHMENT E - STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2023

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$239.00
Principal	E-3	\$234.00
Senior Project Manager	E-2	\$227.00
Project Manager	E-1	\$204.00
Senior Project Engineer/Surveyor II	P-6	\$192.00
Senior Project Engineer/Surveyor I	P-5	\$179.00
Project Engineer/Surveyor	P-4	\$162.00
Senior Engineer/Surveyor	P-3	\$149.00
Engineer/Surveyor	P-2	\$135.00
Associate Engineer/Surveyor	P-1	\$122.00
Senior Project Technician II	T-6	\$167.00
Senior Project Technician I	T-5	\$156.00
Project Technician	T-4	\$146.00
Senior Technician	T-3	\$135.00
Technician	T-2	\$122.00
Associate Technician	T-1	\$107.00
GIS Technician II	G-2	\$119.00
GIS Technician I	G-1	\$110.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Executive Administrative Assistant	A-4	\$ 75.00
Administrative Assistant	A-3	\$ 70.00

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 216.00
Expert Testimony		\$ 271.00



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

Agenda Item Number

New Business #5

Tracking Number

PW 2023-76

Agenda Item Summary Memo

Title: 2023 Sanitary Sewer Lining Improvements

Meeting and Date: Public Works Committee – September 19, 2023

Synopsis: 2023 Sanitary Sewer Lining Improvements – Recommendation to Award

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: September 19, 2023
Subject: 2023 Sanitary Sewer Lining Improvements

Bids were received, opened, and tabulated for work to be done on the 2023 Sanitary Sewer Lining Improvements at 10:00 a.m., August 31, 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. The low bid was below our engineer's estimate and within the FY24 budget.

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

We recommend the acceptance of the Bid and approval of award be made to the low bidder, Innovative Underground, P.O. Box 329, Yorkville, IL 60560 in the total amount of **\$264,460.00**.

This project will be coded out of the Sewer Main Replacement Program (52-520-60-00-6025) in the Sewer Fund, which is currently budgeted at \$440,000.

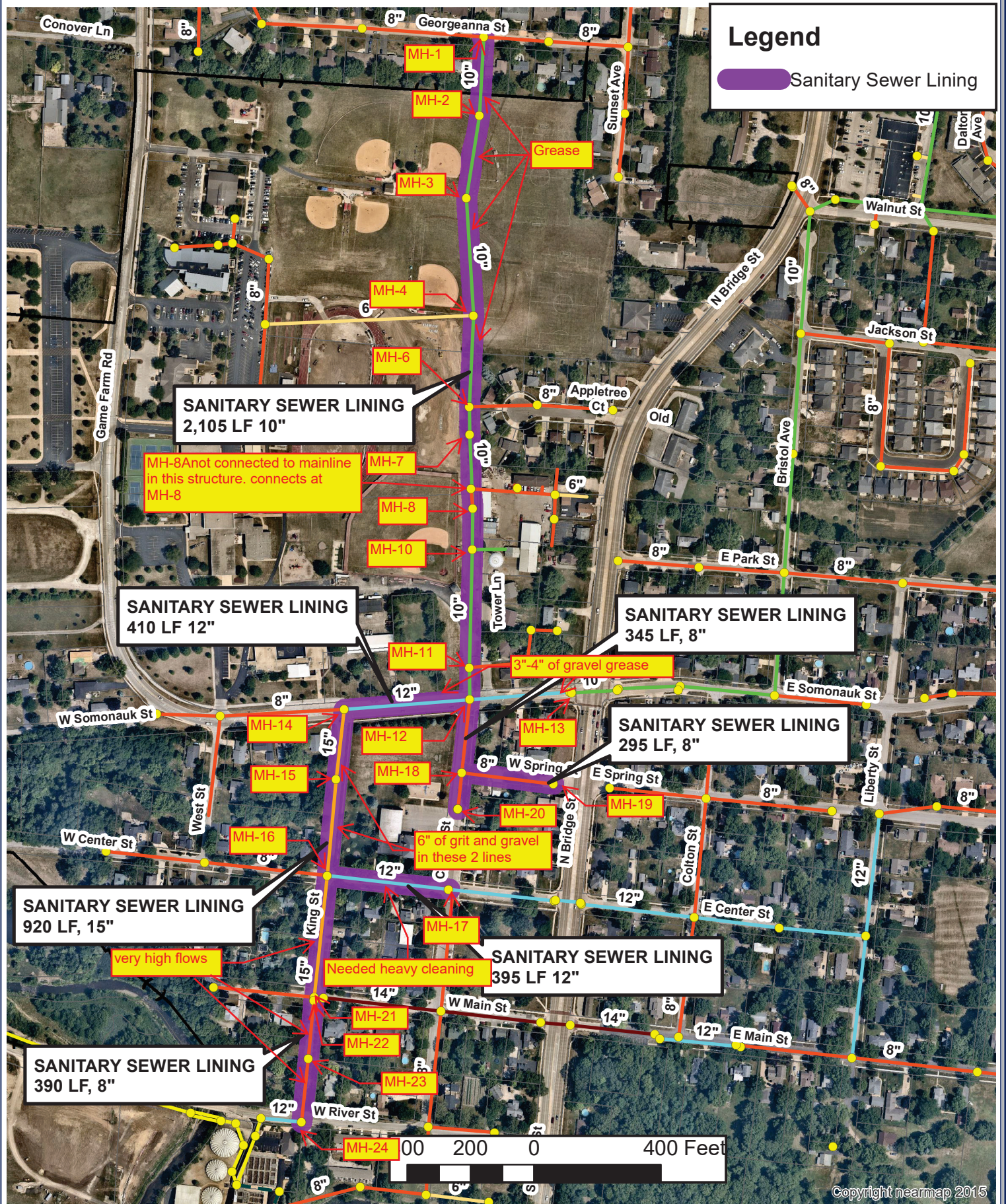
If you have any questions or require additional information, please let us know.

BID SUMMARY 2023 SANITARY SEWER LINING IMPROVEMENTS UNITED CITY OF YORKVILLE				
BID TABULATION BIDS RECEIVED 10:00 A.M. 8/31/2023	Engineer's Estimate 52 Wheeler Road Sugar Grove, IL 60554	Insituform Technologies USA, LLC 11948 Longmont Dr. Maryland Heights, MO-63043	Visu-Sewer W230 N4855 Betker Drive Pewaukee, WI-53072	Hoerr Construction, Inc. PO Box 65 Goodfield, IL-61742
BID TOTAL		\$271,254.60	\$324,885.75	\$292,960.00
BID BOND	N/A	X	X	X
SIGNED BID	N/A	X	X	X
ADDENDUM NO. 1	N/A	X	X	X
BID TABULATION BIDS RECEIVED 11:00 A.M. 10/04/2022	National Power Rodding Corp 2500 W. Arthington Street Chicago, IL-60612-4108	Performance Pipelining, Inc 1551 W Norris Dr Ottawa, IL 61350	Benchmark Construction 2260 Southwind Blvd Bartlett, IL-60103	SAK Construction, LLC 864 Hoff Road O'Fallon, MO 63366
BID TOTAL	\$280,825.00	\$305,000.00	N/A	N/A
BID BOND	X	X		
SIGNED BID	X	X		
ADDENDUM NO. 1	X	X		
BID TABULATION BIDS RECEIVED 11:00 A.M. 10/04/2022	Innovative Underground PO Box 329 Yorkville, IL 60560			
BID TOTAL	\$264,460.00			
BID BOND	X			
SIGNED BID	X			
ADDENDUM NO. 1	X			



BID TABULATION
2023 SANITARY SEWER LINING IMPROVEMENTS
UNITED CITY OF YORKVILLE

		BID TABULATION BIDS RECD 8/31/2023		Insituform Technologies USA, LLC 11948 Longmont Dr. Maryland Heights, MO-63043		Hoerr Construction, Inc. PO Box 65 Goodfield, IL-61742		National Power Rodding Corp 2500 W. Arthington Street Chicago, IL-60612-4108		Visu-Sewer W230 N4855 Belker Drive Pewaukee, WI-53072		Performance Pipelining, Inc 1551 W Norris Dr Ottawa, IL 61350		Innovative Underground PO Box 329 Yorkville, IL 60560		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	CURED-IN-PLACE-HEAT CURED PIPE LINING, 8"	LF	1,030	\$ 43.84	\$ 45,155.20	\$ 50.00	\$ 51,500.00	\$ 35.00	\$ 36,050.00	\$ 42.20	\$ 43,466.00	\$ 43.00	\$ 44,290.00	\$ 40.00	\$ 41,200.00	\$ 65.00	\$ 66,950.00
2	CURED-IN-PLACE-HEAT CURED PIPE LINING, 10"	LF	2,105	\$ 44.76	\$ 94,219.80	\$ 49.00	\$ 103,145.00	\$ 45.00	\$ 94,725.00	\$ 42.20	\$ 88,831.00	\$ 50.00	\$ 105,250.00	\$ 42.00	\$ 88,410.00	\$ 70.00	\$ 147,350.00
3	CURED-IN-PLACE-HEAT CURED PIPE LINING, 12"	LF	805	\$ 49.76	\$ 40,056.80	\$ 59.00	\$ 47,495.00	\$ 50.00	\$ 40,250.00	\$ 69.75	\$ 56,148.75	\$ 60.00	\$ 48,300.00	\$ 52.00	\$ 41,860.00	\$ 75.00	\$ 60,375.00
4	CURED-IN-PLACE-HEAT CURED PIPE LINING, 15"	LF	920	\$ 61.59	\$ 56,662.80	\$ 71.00	\$ 65,320.00	\$ 65.00	\$ 59,800.00	\$ 94.50	\$ 86,940.00	\$ 72.00	\$ 66,240.00	\$ 72.00	\$ 66,240.00	\$ 80.00	\$ 73,600.00
5	GROUT JOINTS	EACH	5	\$ 1,100.00	\$ 5,500.00	\$ 100.00	\$ 500.00	\$ 800.00	\$ 4,000.00	\$ 1,650.00	\$ 8,250.00	\$ 1.00	\$ 5.00	\$ 350.00	\$ 1,750.00	\$ 500.00	\$ 2,500.00
6	HEAVY CLEANING	LF	500	\$ 10.00	\$ 5,000.00	\$ 8.00	\$ 4,000.00	\$ 2.00	\$ 1,000.00	\$ 2.50	\$ 1,250.00	\$ 10.00	\$ 5,000.00	\$ 8.00	\$ 4,000.00	\$ 25.00	\$ 12,500.00
7	BYPASS PUMPING	LSUM	1	\$ 3,110.00	\$ 3,110.00	\$ 4,000.00	\$ 4,000.00	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 18,915.00	\$ 18,915.00	\$ 3,500.00	\$ 3,500.00	\$ 15,000.00	\$ 15,000.00
8	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$ 6,550.00	\$ 6,550.00	\$ 2,000.00	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00
9	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	15,000	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00
BASE BID TOTAL					\$ 271,254.60		\$ 292,960.00		\$ 280,825.00		\$ 324,885.75		\$ 305,000.00		\$ 264,460.00		\$ 403,275.00
ABOVE/BELOW ENGINEERS ESTIMATE					-32.74%		-27.35%		-30.36%		-19.44%		-24.37%		-34.42%		-
CORRECTED NUMBERS FROM BID																	



Engineering Enterprises, Inc.

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



United City of Yorkville

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

DATE: APRIL 2023
PROJECT NO.: YO2306
BY: MUT
PATH: HGIS\PUBLIC\YORKVILLE\2023
FILE: YO2218_Sanitary Lining Center-King.MXD

**2023 SANITARY SEWER LINING
LOCATION MAP**





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

Agenda Item Number

New Business #6

Tracking Number

PW 2023-77

Agenda Item Summary Memo

Title: Riverwalk / Route 47 Crossing - Preliminary Engineering

Meeting and Date: Public Works Committee – September 19, 2023

Synopsis: Please see the attached memo.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson Administration
Name Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: September 13, 2023
Subject: Riverwalk / Route 47 crossing – preliminary engineering

Summary

Consideration of a preliminary engineering agreement with EEI for a new Route 47 crossing near Hydraulic Ave or a riverwalk.

Background

In the past several years, the City has seen an uptick in nightlife patrons in the City's downtown area. These patrons frequently choose to cross Route 47 at the unsignalized, unstriped area near Hydraulic Avenue. This area was specifically excluded for a crosswalk by IDOT during the Route 47 expansion design since it is unsignalized, close to the railroad tracks, and near the signalized intersection of Van Emmon St. IDOT planned for and encourages patrons throughout the downtown area to cross at the signalized intersections.

The Mayor has asked the staff to look at different options to provide another, separated pedestrian crossing near Route 47 and Hydraulic. This could take the form of our briefly discussed Riverwalk under the Fox River Bridge, or it could be a pedestrian overpass. These concepts have been floated by staff and residents over the years during various downtown planning initiatives but have never made it beyond brainstorming. To properly understand the feasibility of these options, the City needs various technical experts to discuss concepts with different entities:

- 1) Riverwalk
 - a. Would require coordination with the IDNR (putting improvements within the footprint of the river), Army Corps of Engineers (same), IDOT (coordinating the improvements around the existing bridge structure), and maybe the IEPA (depending on brownfield impacts).
- 2) Pedestrian bridge over Route 47
 - a. Would require coordination with IDOT (proper clearance over Route 47), the railroad company (proper separation from the railroad tracks), and maybe the IEPA (depending on brownfield impacts).

Accordingly, EEI has submitted a preliminary engineering agreement proposal to the City for a fixed fee of \$29,700. This work is unbudgeted but can be authorized by the City Council without a budget amendment due to project deferrals within the City-Wide Capital Fund. The work would start in October and conclude in March 2024 with concept drawings and cost estimates for different options.

Recommendation

Staff recommends approval of the preliminary engineering agreement with EEI for a new Route 47 crossing near Hydraulic Ave or a riverwalk.

***Downtown Riverwalk / Route 47 Crossing
United City of Yorkville
Professional Services Agreement – Preliminary Engineering***

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

A. Services:

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the Scope of Services (Attachment B). Preliminary Engineering will be provided for the investigation of crossing Route 47 near Hydraulic Street via a bridge structure and extensions of sidewalk. Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

B. Term:

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

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Preliminary Engineering will be paid for as a Fixed Fee (FF) in the amount of \$29,700, of which direct expenses are estimated at \$9,600. The hourly rates for this project are shown in the attached 2023 Standard Schedule of Charges (Attachment E). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

In the event that this contract is designated in Section B hereof as an Ongoing Contract, ENGINEER, on or before February 1st of any given year, shall provide



written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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



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

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

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

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

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

International Boycott: The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979



or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

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

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

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

I. Indemnification:

ENGINEER shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by ENGINEER or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of ENGINEER or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against



the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

J. Insurance:

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

K. Additional Terms or Modification:

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

Attachment A:	Standard Terms and Conditions
Attachment B:	Scope of Services
Attachment C:	Estimate of Level of Effort and Associated Cost
Attachment D:	Estimated Schedule
Attachment E:	2023 Standard Schedule of Charges



L. Notices:

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

For the City:

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

For the ENGINEER:

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

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

Agreed to this ____ day of _____, 2023.

United City of Yorkville:

Engineering Enterprises, Inc.:

John Purcell
Mayor

Brad Sanderson, PE
Chief Operating Officer / President

Jori Behland
City Clerk

Angie Smith
Executive Assistant



STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of



profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

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

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

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

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

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

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

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

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

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

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

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

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



**Downtown Riverwalk / Route 47 Crossing
United City of Yorkville
Professional Services Agreement - Preliminary Engineering**

Attachment B – Scope of Services

Preliminary Engineering:

1.1 Project Management and Coordination

- Management of Personnel and the Engineering Contract
- Coordination with IDOT, Army Corps & Sub-Consultants

1.2 Project Meetings

- Project Kick-Off Meeting and One Conceptual Design Progress Meeting between the City, EEI and Bridge Consultant

1.3 Site Investigation

- Conduct site investigation to determine riverwalk alternatives

1.4 Topographic Survey

- Field survey of area surrounding proposed Riverwalk
- Boundary Survey to establish right-of-way
- Drafting to Create Base File

1.5 Conceptual Drawings and Plans

- Preparation of Conceptual Engineering Exhibits for Riverwalk Alternatives

1.6 Preliminary Cost Estimate

- Preparation of Conceptual Engineer's Opinion of Probably Construction Cost

Exclusions:

- No Plat of Survey or ALTA survey
- No permit submittals
- No landscape or lighting design
- No detailed plans or bidding documents
- No wetland delineation, mitigation, or permitting
- No floodplain study or permitting
- No construction services
- No CCDD soils analysis or material testing



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

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2331-P	
PROJECT TITLE		DATE	PREPARED BY
Downtown Riverwalk / Route 47 Crossing - Preliminary Engineering		9/1/23	CJO/BPS

TASK NO.	TASK DESCRIPTION	ROLE	PIC	SPM	PM	SPE 2	PE	SPT 2	SPT 1	ST	ADMIN	HOURS	COST
		PERSON											
		RATE	\$239	\$227	\$204	\$192	\$162	\$167	\$156	\$135	\$70		
PRELIMINARY ENGINEERING													
1.1	Project Management and Coordination		1		12							13	\$ 2,687
1.2	Project Meetings		2		6							8	\$ 1,702
1.3	Site Investigation				8		4					12	\$ 2,280
1.4	Topographic Survey			8	4			8	8			28	\$ 5,216
1.5	Conceptual Drawings and Plans				4		12		8	8		32	\$ 5,088
1.6	Preliminary Cost Estimate				8	8						16	\$ 3,168
Insert Task Subtotal:			3	8	42	8	16	8	16	8	-	109	\$ 20,141
PROJECT TOTAL:			3	8	42	8	16	8	16	8	-	109	20,141

EEI STAFF

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

DIRECT EXPENSES

Printing/Scanning = \$ 100
 Benesch (Structural Engineering) = \$ 9,500

DIRECT EXPENSES = \$ 9,600

LABOR SUMMARY

EEI Labor Expenses = \$ 20,141

TOTAL LABOR EXPENSES \$ 20,141

TOTAL COSTS \$ 29,741



ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT										PROJECT NUMBER									
United City of Yorkville										YO2331-P									
PROJECT TITLE										DATE					PREPARED BY				
Downtown Riverwalk / Route 47 Crossing										9/1/23					CJO				

TASK NO.	TASK DESCRIPTION																					
		2023								2024												
		JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC		
PRELIMINARY ENGINEERING																						
1.1	Project Management and Coordination																					
1.2	Project Meetings																					
1.3	Site Investigation																					
1.4	Topographic Survey																					
1.5	Conceptual Drawings and Plans																					
1.6	Preliminary Cost Estimate																					





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
Expert Testimony		\$ 271.00



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

Agenda Item Number

New Business #7

Tracking Number

PW 2023-78

Agenda Item Summary Memo

Title: Small Dump Truck Price Increase

Meeting and Date: Public Works Committee – September 19, 2023

Synopsis: Proposed price increase due to manufacturer switching from 2023 model to 2024 model.

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Eric Dhuse Public Works
Name Department

Agenda Item Notes:



Memorandum

To: Public Works Committee
From: Eric Dhuse, Director of Public Works
CC: Bart Olson, City Administrator
Date: September 6, 2023
Subject: Truck Price Increase

Summary

Proposed price increase of \$3870 for a Ford F550 dump truck with plow and spreader that was approved by council on May 30th, 2023.

Background

The Mayor and Council voted to approve the purchase of a new Ford F550 dump truck on May 30, 2023. That vote approved the purchase of a 2023 model at a price of \$121,114 including the body. The chassis price was \$54,378. Since that time, Ford has stopped making 2023 models and is now making only 2024 models. Unfortunately, this comes with a price increase of \$3870 for the new model. Our vendor has no control over this, and is holding their price for the fabrication and building of the body, plow, spreader, etc. The total new price will be \$124,984.

I understand and share in your frustration regarding these increases, trust me, nobody is more frustrated than I am. Not only is this costing us more money, but it is also delaying our build while they set up for the 2024 model builds at the auto manufacturing plants.

At this point we are already ordering trucks 18 month in advance of expected delivery. Adding more time to seems to just add insult to injury.

I have looked at other manufacturers to see if there is any availability for a quicker delivery, but there is not. Dodge and GMC do not make a heavy duty truck like this, and Chevy does not seem to be any more available. In addition, The Chevy I did find for sale was a new 2022 model for \$62,997. Even with our price increase, the Ford is two years newer and \$4750 less expensive. Lastly, our entire fleet of pickups are Fords, we have the parts, supplies, and knowledge of the Fords versus the Chevy.

This increase will not have an impact on the PW capital budget. Originally the F550 purchase was proposed to be 2 smaller dump trucks at a budgeted amount of \$140,000. With the price increase to \$124,984 we are still well under the originally budgeted number.

Recommendation

I recommend approving the price increase of \$3870 proposed by Lindco Equipment to order a 2024 model Ford F550 instead of a 2023 model. I have attached the new quote for your review.

Lindco Cives

2168 East 88th Drive
Merrillville, IN 46410
USA

Voice: (219)795-1448

Fax: (219)736-0892

SALES ORDER

Sales Order Number: 230620C-SWL

Sales Order Date: Jun 23, 2023

Ship By: Jun 23, 2023

Page: 1

To:

City of Yorkville
610 Tower Lane
Yorkville, IL 60560
USA

Ship To:

Yorkville Public Works
610 Tower Lane
Yorkville, IL 60560
USA

Customer ID	PO Number	Sales Rep Name
Yorkville-01		Daryl W. Lindesmith
Customer Contact	Shipping Method	Payment Terms
John Sleezer	Best Way	Net 30 Days

Quantity	Item	Description	Unit Price	Amount
		<div>SOURCEWELL CONTRACT:</div> <div>CONTRACT HOLDER: Viking-Cives</div> <div>CONTRACT NUMBER: 062222-VCM</div> <div>CONTRACT MATURITY DATE: 08/15/2026</div> <div>CONTRACT NUMBERS: NJ2500, SW-TK0556, SW-TK0554</div> <div>SOURCEWELL MEMBER:</div> <div>MEMBER NUMBER: 99259</div> <div>MEMBER: City of Yorkville</div> <div>CONTACT: John Sleezer</div> <div>TITLE: Street Department Foreman</div> <div>PHONE: (630)553-4370</div> <div>E-MAIL: jsleezer@yorkville.il.us</div> <div>TERMS OF QUOTE:</div> <div>***Due to the supply chain issues the following</div>		
Subtotal				Continued
Sales Tax				Continued
Freight				Continued
TOTAL ORDER AMOUNT				Continued

Lindco Cives

2168 East 88th Drive
Merrillville, IN 46410
USA

Voice: (219)795-1448

Fax: (219)736-0892

SALES ORDER

Sales Order Number: 230620C-SWL

Sales Order Date: Jun 23, 2023

Ship By: Jun 23, 2023

Page: 2

To:

City of Yorkville
610 Tower Lane
Yorkville, IL 60560
USA

Ship To:

Yorkville Public Works
610 Tower Lane
Yorkville, IL 60560
USA

Customer ID	PO Number	Sales Rep Name
Yorkville-01		Daryl W. Lindesmith
Customer Contact	Shipping Method	Payment Terms
John Sleezer	Best Way	Net 30 Days

Quantity	Item	Description	Unit Price	Amount
		<p>applies. ***</p> <p>* All quotes are only valid for thirty (30) days from date of quote.</p> <hr/> <p>CHASSIS PAYMENT TERMS:</p> <hr/> <p>* Ordered chassis must be paid for within 30 days of delivery to Lindco.</p> <p>* In stock chassis must be paid for within 30 days of receiving your purchase order.</p> <p>* All chassis are subject to price increases up until time of delivery to Lindco.</p> <hr/> <p>ESTIMATED DELIVERY TIME FRAME:</p> <hr/> <p>* Allow approximately 300-400 days for chassis to be in stock at Lindco after receiving your purchase order.</p> <p>***Based on supply chain issues all of the above estimated time frames are subject to change.***</p> <hr/> <p>SUMMARY OF QUOTE:</p>		
Subtotal				Continued
Sales Tax				Continued
Freight				Continued
TOTAL ORDER AMOUNT				Continued

Lindco Cives

2168 East 88th Drive
Merrillville, IN 46410
USA

Voice: (219)795-1448

Fax: (219)736-0892

SALES ORDER

Sales Order Number: 230620C-SWL

Sales Order Date: Jun 23, 2023

Ship By: Jun 23, 2023

Page: 3

To:

City of Yorkville
610 Tower Lane
Yorkville, IL 60560
USA

Ship To:

Yorkville Public Works
610 Tower Lane
Yorkville, IL 60560
USA

Customer ID	PO Number	Sales Rep Name
Yorkville-01		Daryl W. Lindesmith
Customer Contact	Shipping Method	Payment Terms
John Sleezer	Best Way	Net 30 Days

Quantity	Item	Description	Unit Price	Amount
1.00		***** SOURCEWELL TOTAL PRICE: ***** SOURCEWELL CHASSIS: 2024 Ford F550 Regular Cab * 4 x 4 * 145" Wheelbase * 60" CA * DRW * 99N 7.3L Gas engine * 473 Snow plow prep package * 52B Trailer brake controller * 531 Trailer Tow Package * 62R PTO provision * 90 Power equipment group * 43C 100v/400w outlet * Lindco Stock Truck currently on order	58,248.00	58,248.00
Subtotal				58,248.00
Sales Tax				
Freight				0.00
TOTAL ORDER AMOUNT				58,248.00