



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, December 19, 2023

6:00 p.m.

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

Citizen Comments:

Minutes for Correction/Approval: November 21, 2023

New Business:

1. PW 2023-89 Grande Reserve Unit 3 – Acceptance
2. PW 2023-90 Grande Reserve Unit 4 - Acceptance
3. PW 2023-91 Grande Reserve Unit 8 – Acceptance
4. PW 2023-92 Grande Reserve Unit 20 – Acceptance
5. PW 2023-93 507 W. Kendall Drive – IDOT Permit and Resolution
6. PW 2023-94 Route 47 Water Main Relocation – Water Park Way to Bertram Drive – Agreement for Professional Services
7. PW 2023-95 Center Street Water Main Extension – Agreement for Professional Services (YBSD)
8. PW 2023-96 Lake Michigan Allocation Permit – Engineering Work – Change Order No. 1

Old Business:

Additional Business:

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

CITIZEN COMMENTS:

MINUTES FOR CORRECTION/APPROVAL:

1. November 21, 2023

- Approved _____
- As presented
- With corrections

NEW BUSINESS:

1. PW 2023-89 Grande Reserve Unit 3 – Acceptance

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

2. PW 2023-90 Grande Reserve Unit 4 – Acceptance

Moved forward to CC _____

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

3. PW 2023-91 Grande Reserve Unit 8 – Acceptance

Moved forward to CC _____

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

4. PW 2023-92 Grande Reserve Unit 20 – Acceptance

Moved forward to CC _____

Approved by Committee _____

Bring back to Committee _____

Informational Item

Notes _____

5. PW 2023-93 507 W. Kendall Drive – IDOT Permit and Resolution

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

6. PW 2023-94 Route 47 Water Relocation – Water Park Way to Bertram Drive – Agreement for Professional Services

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

7. PW 2023-95 Center Street Water Extension – Agreement for Professional Services (YSBD)

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

8. PW 2023-96 Lake Michigan Allocation Permit – Engineering Work – Change Order No. 1

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 – November 21, 2023

Meeting and Date: Public Works Committee – December 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, November 21, 2023, 6:00pm
Yorkville City Hall, East Conference Room #337
651 Prairie Pointe Drive, Yorkville, IL**

IN ATTENDANCE:

Committee Members

Chairman Ken Koch
Alderman Craig Soling

Alderman Rusty Corneils
Alderman Matt Marek

Other City Officials

City Administrator Bart Olson
Public Works Director Eric Dhuse
Alderman Chris Funkhouser (arr. 6:03pm)

Assistant City Administrator Erin Willrett
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: October 17, 2023

The minutes were approved as presented.

New Business:

1. PW 2023-84 Route 47 Expansion and Improvements – Update and Overview

Mr. Sanderson and Mr. Dhuse have been considering different plans for Rt. 47 both north and south and changes can still be made. Mr. Olson asked them to do a review of where the grassy medians and trails are located. When the trails were planned, the state was paying 80% and the city minimized their costs due to limited funds. If additional trail locations are desired to be added, it would be 100% state funding. Mr. Sanderson said the work from Yorkville to Sugar Grove is planned by the state and is over \$100 million. They will break that into 3 separate construction contracts with bid lettings expected within 6-15 months. The first section is Kennedy to Water Park Way, then from Water Park Way to Jericho and from Jericho to Cross St. in Sugar Grove. He said in the northern section there are some watermain and sanitary sewer conflicts and IDOT and the city will each pay a portion.

The committee had several questions...

Alderman Koch asked about the bridge crossing the creek and where the train tracks will go. A temporary trestle will be built and the train will go under the road. He asked about budgeting funds and Mr. Olson said IDOT will reimburse for the north section and the city may ask Wrigley for help on the sections near them or the expense may be put in the Capital Improvement Plan. Some projects may also be diverted from the sanitary sewer and the city's cost on the south side may be taken from either water or sewer. Signals and lighting are already budgeted.

Alderman Soling asked about possible roadway connections at Bristol Bay. The reconstruction will open 2 connections with no lights, but turns can be made right or left.

Alderman Corneils asked if all 3 contracts will be executed at the same time. Mr. Sanderson replied he thinks the letting from Water Park Way to Jericho will be in January 2025 and the Kennedy segment might be sooner. There is a good chance all will be let and under construction at the same time.

Alderman Funkhouser asked to see exhibits that show pavement vs. grassy areas and he would like to see as much grass as possible. He would also like trees in the parkway, noting the city maintains the parkways. Mr. Olson replied the trees will not be part of the initial planning process, but the proposal may come at a later time. Mr. Funkhouser asked if water relocation could be done through Windett Ridge instead of along Rt. 47. That is a possibility and would be cheaper, said Mr. Sanderson. Alderman Funkhouser also asked if IDOT thinks the railroad will be on time regarding the viaducts.

2. PW 2023-85 Kane-Kendall Council of Mayors (KKCOM) Call for Projects

Every 2 years the Mayor's Council asks for projects that need to be done and this year project submittals are due before Christmas, said Mr. Sanderson. These are to be used on STP projects and can be used on re-constructing, minor rehab and resurfacing of roads. The funding can only be used on FAU routes approved by the state. Mr. Sanderson and staff have looked at eligible roadways and have recommended E. Van Emmon and also Kennedy from Autumn Creek to Freedom. There is a strong chance of receiving funding for Van Emmon next year. Mr. Sanderson said the suggested projects are competing against all others including those in Kane County. He said the federal funding is substantial and the city's share would be about \$900,000. The city will apply for both projects.

Mr. Olson added that the city receives impact fees from Grande Reserve which are applied to Kennedy Rd. at \$2,000 per unit when built. The funds are currently going towards Mill Rd. Since the new project would not be done for 4-5 years, it is possible the money will already be accumulated and would have minimal budget impact, said Mr. Olson. The city has applied for multiple projects in the past, in answer to Mr. Marek's question. A point system is used to choose the projects, based on traffic volume, safety, condition of pavement and other factors. The narrowness and curves could help the scoring of Kennedy. This moves to the consent agenda for a motion to authorize the projects.

3. PW 2023-86 Special Service Area – Fox Hill & Sunflower Estates – Maintenance Services

Mr. Dhuse said the subdivisions are aging and more maintenance is needed. In Fox Hill, the rights to the sign were sold to IDOT when Rt. 34 was widened. Now there is no spot to put the sign so he will work with the nearby senior housing developer to see about an easement. IDOT said the sign cannot be mounted on the wall going into the subdivision, but Mr. Dhuse will speak with them again. Alderman Funkhouser said the community has lost its identity there. He also receives complaints about the weeds by the wall, so the committee discussed having vines similar to those on Rt. 30 and Mr. Dhuse will look at pricing. Mr. Dhuse said the other item is trail maintenance since it is nearly 30 years old. Parts of it will be replaced over the next 5 years.

The Sunflower work will include a controlled burn by the ponds and Mr. Dhuse is seeking prices. On the south entrance, trimming and removal of broken trees is needed. He said the pines there cannot be further trimmed without them dying. It was suggested to keep the trees there and install low ground cover for better sight lines. Mr. Olson said the levy will go before the Council in the coming week and there are no plans to change it. The maintenance is for information.

4. PW 2023-87 2023 Road to Better Roads - Change Order No. 1 and Final Payment Estimate

Mr. Sanderson said this is a balancing Change Order and will move to the City Council for consideration. MFT funds were used and IDOT requires certain forms to be approved and submitted. The job is complete and it was \$22,000 less than the original contract. He recommended approval of the documents and this moves to the consent agenda with committee approval.

5. PW 2023-88 Meeting Schedule for 2024

The committee was OK with the schedule of meetings remaining on Tuesdays at 6pm and this moves to the consent agenda.

Old Business:

1. PW2023-83 Kylyns Ridge Subdivision Traffic Sign Analysis

Alderman Funkhouser had asked the committee members to review this matter from a previous discussion and to look at options for areas where speeding continues. Data has been collected by EEI and the PD in the problem areas. He likes the idea of speed tables, speed bumps or striping/lane-narrowing to slow drivers. The striping could be used first and can be done in-house. Seasonal temporary speed bumps were discussed and they can be removed. The cost for a set of 3 temporary bumps is \$3,000-\$5,000. Also discussed was a flexible median material which is soft when hit slowly, but very rigid when hit fast. These can be moved to problem areas with Mayoral or staff discretion. Mr. Sanderson said warning signs would have to be installed as well. Alderman Corneils commented he does not favor permanent speed bumps or tables since there is no statistical need and that it would be more work for the staff to move signs around if moveable barriers were placed.

Mr. Sanderson and Mr. Dhuse will do cost estimates on striping and semi-solid bumps and bring the information to the March meeting. It was noted that 55 degree temperatures (April/May) are needed for striping. Alderman Funkhouser listed the affected intersections, but the most problematic is behind Home Depot and Target.

Additional Business:

Alderman Funkhouser noted that trees in parks or rights-of-way are not always replaced and he suggested the city should consider a budget for replacements. He said currently residents pay for the trees for parkways while the city provides the labor. Mr. Dhuse noted that 40 people have participated in the tree replacement for parkways. Mr. Olson said about \$10,000 is budgeted for park tree replacement and he suggested speaking with the Mayor to discuss more funding in the budget.

Alderman Soling asked for information about the King St. closure. Mr. Olson said the city had instructed the contractor to do the work and it is now complete.

There was no further business and the meeting adjourned at 7:10pm.

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 2023-89

Agenda Item Summary Memo

Title: Grande Reserve Unit 3

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

Synopsis: Subdivision Acceptance Consideration

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: December 19, 2023
Subject: Grande Reserve – Unit 3

The developer has requested that the City accept the public improvements for ownership and maintenance. All work related to the public improvements, including punch list work has been completed.

We recommend that the public improvements (water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees) as described in the attached Bill of Sale be accepted for ownership and maintenance by the City.

There is one lot within the unit that still needs sidewalk installed and parkway trees planted. The builder has recently sold the lot and construction is scheduled so we anticipate that this work will be complete prior to the one-year maintenance period expiring.

As required by City Code, the developer will be responsible to provide a performance guarantee to cover the one-year maintenance period. This period starts after the City formally accepts the improvements.

Original EOPC Value	\$980,545.60
Required Value (10% of Original)	\$98,055.00

BILL OF SALE

Seller, _____, in consideration of One and 00/100th Dollar (\$1.00), receipt hereby acknowledged, does hereby sell, assign, transfer and convey to the *Buyer*, the United City of Yorkville, an Illinois municipal corporation, at 651 Prairie Pointe Drive, Yorkville, Illinois 60560, the following personal property to wit described in Exhibit A attached hereto for the development know as Grande Reserve – Unit 3 and generally shown on Exhibit B.

Seller hereby represents and warrants to *Buyer* that *Seller* is the absolute owner of said property, that said property is free and clear of all liens, charges and encumbrances, and that *Seller* has full right, power, and authority to sell said property and to make this Bill of Sale.

IN WITNESS WHEREOF, *Seller* has signed and sealed this Bill of Sale at _____, this ____ day of _____, 20__.

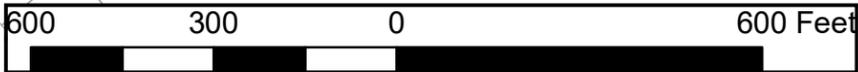
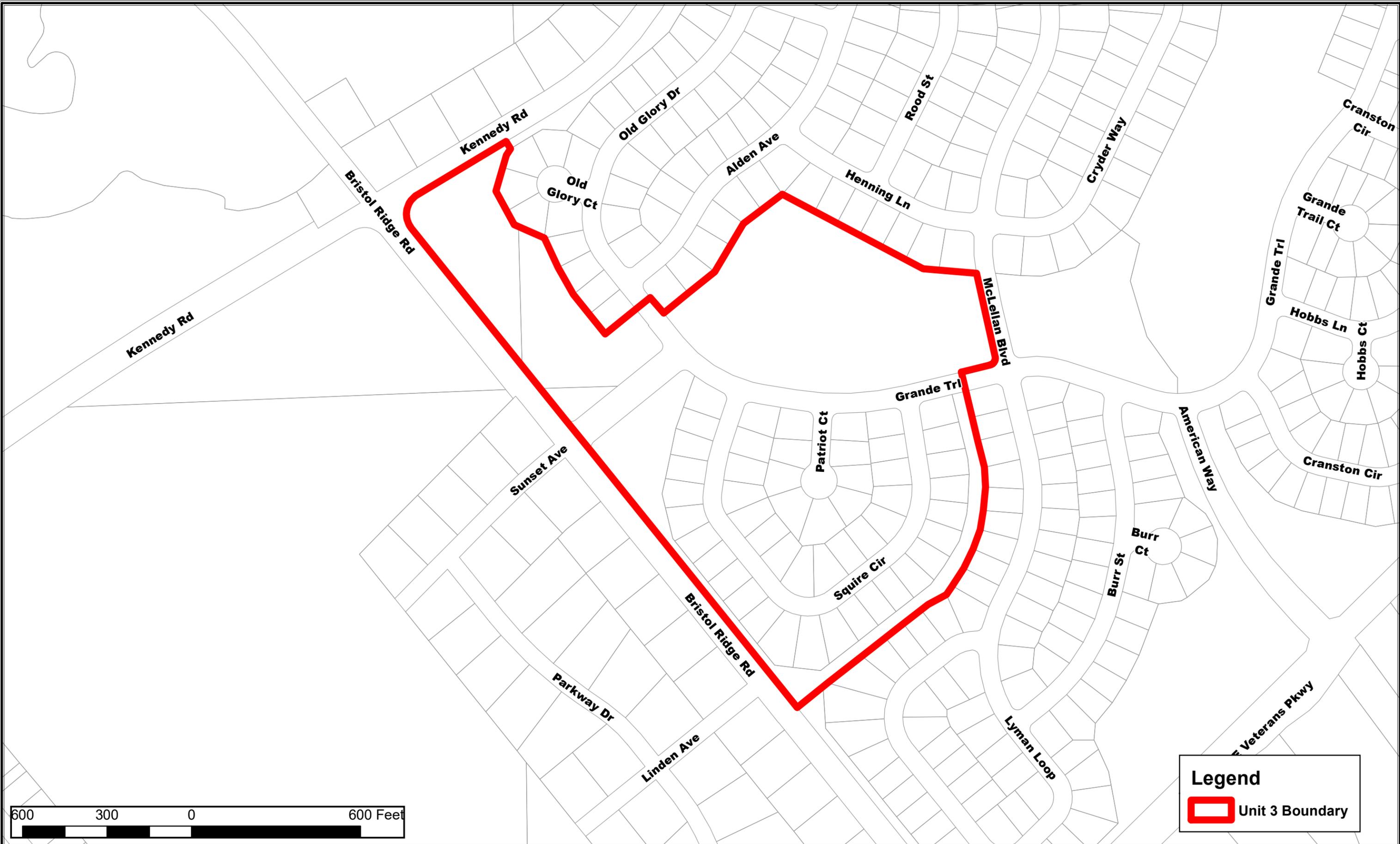
Signature of Seller
Name: _____
Title: _____

Subscribed and ***Sworn*** to
before me this ____ day
of _____, 20__.

Notary Public

UTILITIES	UNIT	QUANTITY
SANITARY SEWER CONSTRUCTION		
8" PVC SANITARY SEWER (SDR 26)	FOOT	2,233
8" PVC SANITARY SEWER (SDR 21)	FOOT	1,141
6" SANITARY SERVICE COMPLETE - NEAR	EACH	30
6" SANITARY SERVICE COMPLETE - FAR	EACH	20
48" MANHOLE TYPE A W/ FRAME AND LID	EACH	20
SELECT GRANULAR BACKFILL (CA-7)	FOOT	479
TELEWISE MAINS	FOOT	3,374
WATER MAIN CONSTRUCTION		
8" DUCTILE IRON WATER MAIN	FOOT	2,516
16" DUCTILE IRON WATER MAIN	FOOT	1,560
8" VALVE & BOX	EACH	7
16" VALVE & 60" VAULT	EACH	3
FIRE HYDRANT & CONNECTION TO 16" MAIN	EACH	11
1-1/2" TYPE K COPPER SERVICE, NEAR	EACH	20
1-1/2" TYPE K COPPER SERVICE, FAR	EACH	30
SELECT GRANULAR BACKFILL (MAINLINE)	EACH	279
STORM SEWER CONSTRUCTION		
8" RCP	FOOT	85
12" RCP	FOOT	2,785
15" RCP	FOOT	259
21" RCP	FOOT	563
24" RCP	FOOT	440
27" RCP	FOOT	134
36" RCP	FOOT	327
48" MANHOLE W/ FRAME AND LID	EACH	14
60" MANHOLE W/ FRAME AND LID	EACH	8
72" MANHOLE W/ FRAME AND LID	EACH	3
48" CATCH BASIN W/ FRAME & GRATE	EACH	13
24" INLET TYPE A W/ FRAME & GRATE	EACH	20
12" RCP FLARED END SECTION	EACH	1
15" RCP FLARED END SECTION	EACH	1
4" SUMP PUMP CONNECTION	EACH	50
SELECT GRANULAR BACKFILL (MAINLINE)	FOOT	570
TELEWISE STORM SEWER	FOOT	4,508
SIDEWALK		
5' WIDE - 5" PCC SIDEWALK W/ 2" AGGREGATE	SQ FT	15097
STREET LIGHTING		
STREET LIGHT 25' STANDARD, COMPLETE	EACH	11
MISCELLANEOUS		
PARKWAY TREES	EACH	22

ROADWAY	UNIT	QUANTITY
OLD GLORY DRIVE	FOOT	210
GRANDE TRAIL	FOOT	1,180
SUNSET AVENUE	FOOT	460
SQUIRE CIRCLE	FOOT	1,862
PATRIOT COURT	FOOT	313



Legend

 Unit 3 Boundary

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

United City of Yorkville
651 Prairie Pointe Dr.
Yorkville, IL 60560
(630) 553-4350
<http://www.yorkville.il.us>

NO.	DATE	REVISIONS

DATE:	NOVEMBER 2023
PROJECT NO.:	YO1860
PATH:	H:\GIS\PUBLIC\YORKVILLE\2018\
FILE:	H:\GIS\Public\Yorkville\2018\YO1860_Grande Reserve Unit 3.mxd

UNIT 3
UNITED CITY OF YORKVILLE
KENDALL COUNTY, ILLINOIS

**GRANDE RESERVE
LOCATION MAP**





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

Agenda Item Number

New Business #2

Tracking Number

PW 2023-90

Agenda Item Summary Memo

Title: Grande Reserve Unit 4

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

Synopsis: Subdivision Acceptance Consideration

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: December 19, 2023
Subject: Grande Reserve – Unit 4

The developer has requested that the City accept the public improvements for ownership and maintenance. All work related to the public improvements (except for sidewalk and parkway trees noted below), including punch list work has been completed.

We recommend that the public improvements (water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees) as described in the attached Bill of Sale be accepted for ownership and maintenance by the City.

There are currently 26 (out of 116 total) undeveloped lots within the unit that still need sidewalk installed and parkway trees planted. The builder continues to sell lots and construction is scheduled for several homes so we anticipate that a majority of this work will be completed prior to the one-year maintenance period expiring.

As required by City Code, the developer will be responsible to provide a performance guarantee to cover the one-year maintenance period. This period starts after the City formally accepts the improvements. In this case, coverage of 120% of the remaining sidewalk and parkway trees is also required.

Original EOPC Value	\$1,753,717.00
10% of Original EOPC	\$175,372.00
EOPC of Remaining Sidewalk and Trees x 120%	\$344,520.00

Required Value (10% of Original + Remaining) \$519,892.00

BILL OF SALE

Seller, _____, in consideration of One and 00/100th Dollar (\$1.00), receipt hereby acknowledged, does hereby sell, assign, transfer and convey to the *Buyer*, the United City of Yorkville, an Illinois municipal corporation, at 651 Prairie Pointe Drive, Yorkville, Illinois 60560, the following personal property to wit described in Exhibit A attached hereto for the development know as Grande Reserve – Unit 4 and generally shown on Exhibit B.

Seller hereby represents and warrants to *Buyer* that *Seller* is the absolute owner of said property, that said property is free and clear of all liens, charges and encumbrances, and that *Seller* has full right, power, and authority to sell said property and to make this Bill of Sale.

IN WITNESS WHEREOF, *Seller* has signed and sealed this Bill of Sale at _____, this ____ day of _____, 20__.

Signature of Seller
Name: _____
Title: _____

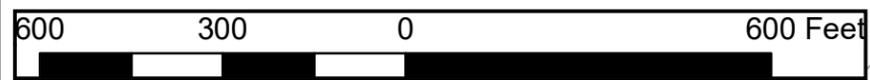
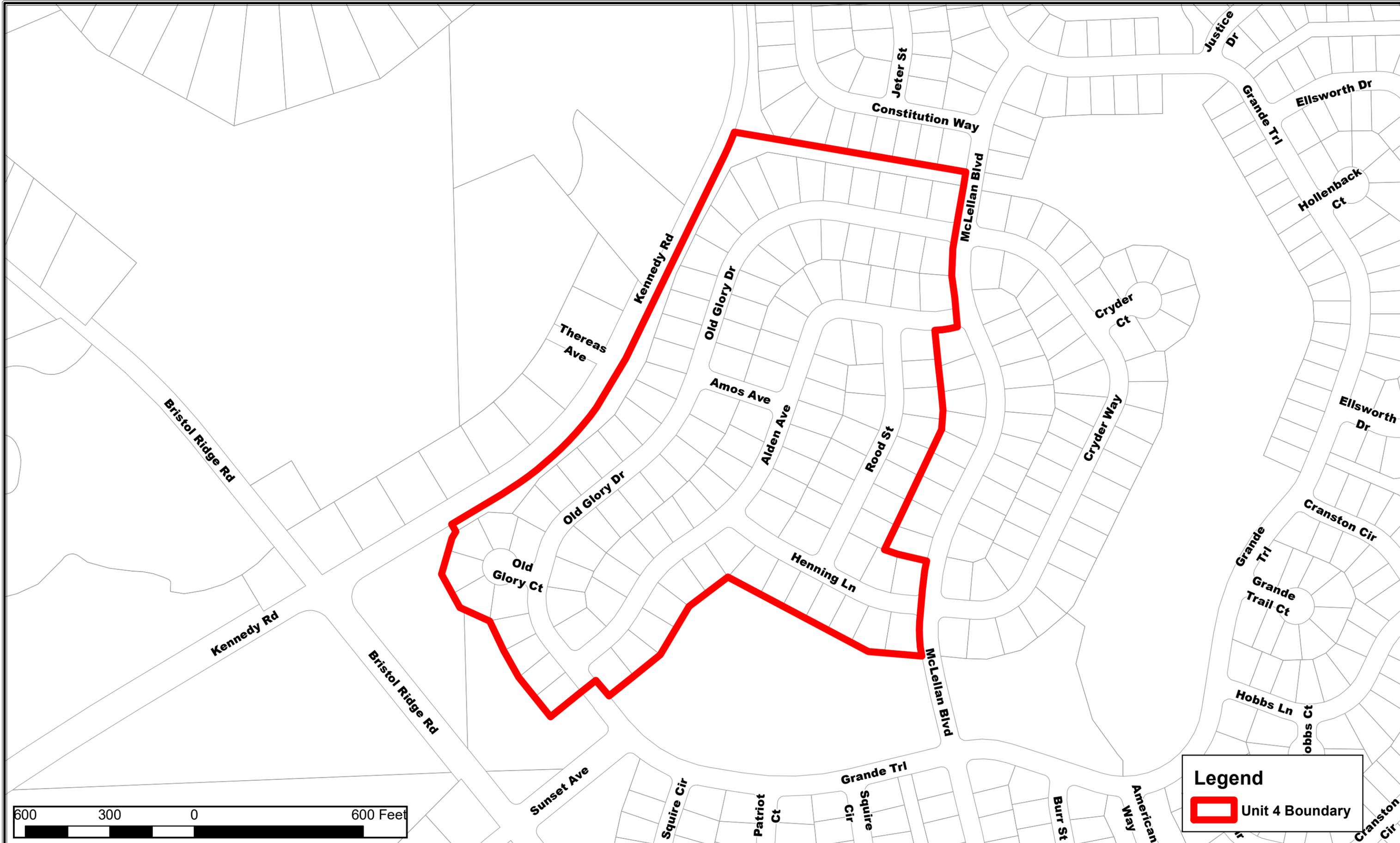
Subscribed and ***Sworn*** to
before me this ____ day
of _____, 20__.

Notary Public

EXHIBIT A
 GRANDE RESERVE - UNIT 4
 UNITED CITY OF YORKVILLE

UTILITIES	UNIT	QUANTITY
SANITARY SEWER CONSTRUCTION		
8" PVC SANITARY SEWER (SDR 26)	FOOT	6,562
8" PVC SANITARY SEWER (SDR 21)	FOOT	170
6" SANITARY SERVICE COMPLETE - NEAR	EACH	60
6" SANITARY SERVICE COMPLETE - FAR	EACH	57
6" SERVICE RISER	FOOT	53
48" MANHOLE TYPE A W/ FRAME AND LID	EACH	45
SELECT GRANULAR BACKFILL (CA-7)	FOOT	585
TELEWISE MAINS	FOOT	6,732
WATER MAIN CONSTRUCTION		
8" DUCTILE IRON WATER MAIN	FOOT	7,226
16" DUCTILE IRON WATER MAIN	FOOT	771
8" VALVE & BOX	EACH	11
16" VALVE & 60" VAULT	EACH	1
FIRE HYDRANT ASSEMBLY, COMPLETE	EACH	24
1-1/2" TYPE K COPPER SERVICE, NEAR	EACH	57
1-1/2" TYPE K COPPER SERVICE, FAR	EACH	57
SELECT GRANULAR BACKFILL (MAINLINE)	EACH	661
STORM SEWER CONSTRUCTION		
4" SUMP PUMP CONNECTION	EACH	102
8" PVC	FOOT	207
12" RCP	FOOT	3,725
15" RCP	FOOT	1,466
18" RCP	FOOT	2,072
21" RCP	FOOT	304
24" RCP	FOOT	896
30" RCP	FOOT	909
24" INLET TYPE A W/ FRAME & GRATE	EACH	35
48" MANHOLE W/ FRAME AND LID	EACH	25
60" MANHOLE W/ FRAME AND LID	EACH	30
72" MANHOLE W/ FRAME AND LID	EACH	3
48" CATCH BASIN W/ FRAME & GRATE	EACH	23
15" RCP FLARED END SECTION W/ GRATE	EACH	2
24" RCP FLARED END SECTION W/ GRATE	EACH	1
30" RCP FLARED END SECTION W/ GRATE	EACH	1
TRENCH BACKFILL (CA-7)	FOOT	988
TELEWISE STORM SEWER	FOOT	9,372
SIDEWALK		
5' WIDE - 5" PCC SIDEWALK W/ 2" AGGREGATE	SQ FT	69395
STREET LIGHTING		
STREET LIGHT 25' STANDARD, COMPLETE	EACH	23
MISCELLANEOUS		
PARKWAY TREES	EACH	3

ROADWAY	UNIT	QUANTITY
OLD GLORY DRIVE	FOOT	2,684
OLD GLORY COURT	FOOT	180
AMOS AVENUE	FOOT	311
ALDEN AVENUE	FOOT	2,070
HENNING LANE	FOOT	768
ROOD STREET	FOOT	921



Legend

 Unit 4 Boundary

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

United City of Yorkville
 651 Prairie Pointe Dr.
 Yorkville, IL 60560
 (630) 553-4350
 http://www.yorkville.il.us

NO.	DATE	REVISIONS

DATE: NOVEMBER 2023
 PROJECT NO.: YO2228
 PATH: H:\GIS\PUBLIC\YORKVILLE\2022\H:\GIS\PUBLIC\YORKVILLE\2022\H:\GIS\Public\Yorkville\2022\YO2228_Grande Reserve Unit 4.mxd
 FILE:

UNIT 4
 UNITED CITY OF YORKVILLE
 KENDALL COUNTY, ILLINOIS

**GRANDE RESERVE
 LOCATION MAP**





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

Agenda Item Number

New Business #3

Tracking Number

PW 2023-91

Agenda Item Summary Memo

Title: Grande Reserve Unit 8

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

Synopsis: Subdivision Acceptance Consideration

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: December 1, 2023
Subject: Grande Reserve – Unit 8

The developer has requested that the City accept the public improvements for ownership and maintenance. All work related to the public improvements, including punch list work, has been completed.

We recommend that the public improvements (water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees) as described in the attached Bill of Sale be accepted for ownership and maintenance by the City.

As required by City Code, the developer will be responsible to provide a performance guarantee to cover the one-year maintenance period. This period starts after the City formally accepts the improvements.

Original EOPC Value	\$1,426,647.80
10% of Original EOPC	\$142,664.78
Required Value (10% of Original EOPC)	\$142,665.00

BILL OF SALE

Seller, _____, in consideration of One and 00/100th Dollar (\$1.00), receipt hereby acknowledged, does hereby sell, assign, transfer and convey to the *Buyer*, the United City of Yorkville, an Illinois municipal corporation, at 651 Prairie Pointe Drive, Yorkville, Illinois 60560, the following personal property to wit described in Exhibit A attached hereto for the development know as Grande Reserve – Unit 8 and generally shown on Exhibit B.

Seller hereby represents and warrants to *Buyer* that *Seller* is the absolute owner of said property, that said property is free and clear of all liens, charges and encumbrances, and that *Seller* has full right, power, and authority to sell said property and to make this Bill of Sale.

IN WITNESS WHEREOF, *Seller* has signed and sealed this Bill of Sale at _____, this ____ day of _____, 20__.

Signature of Seller
Name: _____
Title: _____

Subscribed and ***Sworn*** to
before me this ____ day
of _____, 20__.

Notary Public

EXHIBIT A
 GRANDE RESERVE - UNIT 8
 UNITED CITY OF YORKVILLE

UTILITIES	UNIT	QUANTITY
SANITARY SEWER CONSTRUCTION		
8" PVC SANITARY SEWER (SDR 26)	FOOT	3,644
8" PVC SANITARY SEWER (SDR 21)	FOOT	414
6" SANITARY SERVICE COMPLETE - NEAR	EACH	41
6" SANITARY SERVICE COMPLETE - FAR	EACH	53
6" SERVICE RISER	FOOT	121
48" MANHOLE TYPE A W/ FRAME AND LID	EACH	19
SELECT GRANULAR BACKFILL (CA-7)	FOOT	410
TELEWISE MAINS	FOOT	4,058
WATER MAIN CONSTRUCTION		
8" DUCTILE IRON WATER MAIN	FOOT	4,122
8" VALVE & BOX	EACH	8
FIRE HYDRANT ASSEMBLY, COMPLETE	EACH	16
1-1/2" TYPE K COPPER SERVICE, NEAR	EACH	40
1-1/2" TYPE K COPPER SERVICE, FAR	EACH	42
SELECT GRANULAR BACKFILL (MAINLINE)	EACH	220
STORM SEWER CONSTRUCTION		
4" SUMP PUMP CONNECTION	EACH	101
8" PVC	FOOT	96
12" RCP	FOOT	2,429
15" RCP	FOOT	851
18" RCP	FOOT	1,648
21" RCP	FOOT	803
24" RCP	FOOT	1,494
27" RCP	FOOT	190
30" RCP	FOOT	365
24" INLET TYPE A W/ FRAME & GRATE	EACH	26
48" MANHOLE W/ FRAME AND LID	EACH	25
60" MANHOLE W/ FRAME AND LID	EACH	24
48" CATCH BASIN W/ FRAME & GRATE	EACH	17
24" RCP FLARED END SECTION W/ GRATE	EACH	1
30" RCP FLARED END SECTION W/ GRATE	EACH	1
TRENCH BACKFILL (CA-7)	FOOT	785
TELEWISE STORM SEWER	FOOT	7,633
SIDEWALK		
5' WIDE - 5" PCC SIDEWALK W/ 2" AGGREGATE	SQ FT	68470
STREET LIGHTING		
STREET LIGHT 25' STANDARD, COMPLETE	EACH	24
MISCELLANEOUS		
PARKWAY TREES	EACH	5

ROADWAY	UNIT	QUANTITY
JUSTICE DRIVE	FOOT	2,376
GRANDE TRAIL	FOOT	48
REHBEHN COURT	FOOT	501
MATLOCK DRIVE	FOOT	1,750
JUSTICE COURT	FOOT	178
ANNA MARIA LANE	FOOT	1,795
LEHMAN CROSSING	FOOT	160



Legend

 Unit 8 Boundary

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

United City of Yorkville
 651 Prairie Pointe Dr.
 Yorkville, IL 60560
 (630) 553-4350
 http://www.yorkville.il.us

NO.	DATE	REVISIONS

DATE:	NOVEMBER 2023
PROJECT NO.:	YO1733
PATH:	H:\GIS\PUBLIC\YORKVILLE\2017\
FILE:	H:\GIS\PUBLIC\Yorkville\2017\YO1733\YO1733_Grande Reserve Unit 8 Best.mxd

UNIT 8
 UNITED CITY OF YORKVILLE
 KENDALL COUNTY, ILLINOIS

**GRANDE RESERVE
 LOCATION MAP**





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

Agenda Item Number

New Business #4

Tracking Number

PW 2023-92

Agenda Item Summary Memo

Title: Grande Reserve Unit 20

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

Synopsis: Subdivision Acceptance Consideration

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: December 7, 2023
Subject: Grande Reserve – Unit 20

The developer has requested that the City accept the public improvements for ownership and maintenance. All work related to the public improvements, including punch list work has been completed.

We recommend that the public improvements (water main, sanitary sewer, storm sewer, paving, sidewalk, street lighting and parkway trees) as described in the attached Bill of Sale be accepted for ownership and maintenance by the City.

As required by City Code, the developer will be responsible to provide a performance guarantee to cover the one-year maintenance period. This period starts after the City formally accepts the improvements.

Along with final acceptance, there is a bond reduction to 10% of the value of the public improvements (Maintenance Guarantee).

The existing bond and new amounts are as follows:

Platte River Insurance Co. Bond #41239281	\$415,258.00
Platte River Insurance Co. Bond #41239286	\$25,075.00
Current Total Bond Value	\$440,333.00
Original Value	\$1,417,509.00
Required Value (10% of Original)	\$141,750.90
Net Allowable Reduction	\$298,582.10

Upon City Council approval of the acceptance and the receipt of the executed Bill of Sale and new guarantee amount, the existing security may then be released.

BILL OF SALE

Seller, _____, in consideration of One and 00/100th Dollar (\$1.00), receipt hereby acknowledged, does hereby sell, assign, transfer and convey to the *Buyer*, the United City of Yorkville, an Illinois municipal corporation, at 651 Prairie Pointe Drive, Yorkville, Illinois 60560, the following personal property to wit described in Exhibit A attached hereto for the development know as Grande Reserve – Unit 20 and generally shown on Exhibit B.

Seller hereby represents and warrants to *Buyer* that *Seller* is the absolute owner of said property, that said property is free and clear of all liens, charges and encumbrances, and that *Seller* has full right, power, and authority to sell said property and to make this Bill of Sale.

IN WITNESS WHEREOF, *Seller* has signed and sealed this Bill of Sale at _____, this ____ day of _____, 20__.

Signature of Seller
Name: _____
Title: _____

Subscribed and ***Sworn*** to
before me this ____ day
of _____, 20__.

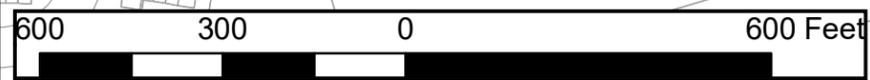
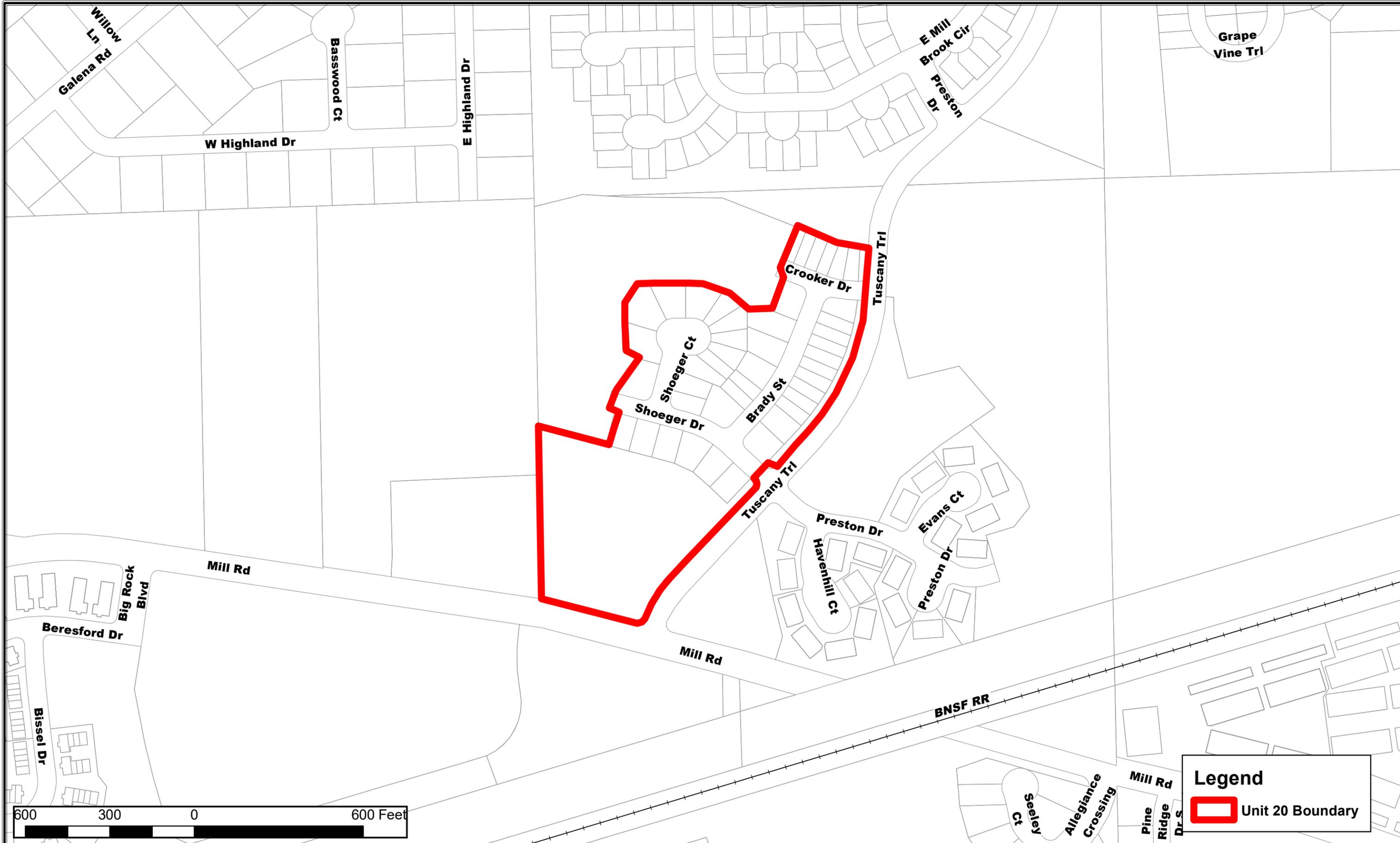
Notary Public

UTILITIES	UNIT	QUANTITY
SANITARY SEWER CONSTRUCTION		
8" PVC SANITARY SEWER (SDR 26)	FOOT	2006
8" PVC SANITARY SEWER (SDR 21)	FOOT	197
12" PVC SANITARY SEWER (DR 18)	FOOT	1565
48" MANHOLE TYPE A W/ FRAME AND LID	EACH	21
6" SANITARY SERVICE COMPLETE - NEAR	EACH	37
6" SANITARY SERVICE COMPLETE - FAR	EACH	26
CONNECTION TO EXISTING	EACH	2
12" PLUG	EACH	1
6" SERVICE RISER	FOOT	33
SELECT GRANULAR BACKFILL (CA-7)	FOOT	430
TELEWISE MAINS	FOOT	3768
WATER MAIN CONSTRUCTION		
8" DUCTILE IRON WATER MAIN	FOOT	4,352
8" VALVE & BOX	EACH	9
1" TYPE K COPPER SERVICE, NEAR	EACH	36
1" TYPE K COPPER SERVICE, FAR	EACH	27
CONNECTION TO EXISTING	EACH	2
FIRE HYDRANT ASSEMBLY, COMPLETE	EACH	10
SELECT GRANULAR BACKFILL (MAINLINE)	EACH	195
STORM SEWER CONSTRUCTION		
12" RCP	FOOT	1,513
15" RCP	FOOT	886
18" RCP	FOOT	273
18" RCP W/ ASTM C-443 JOINTS	FOOT	153
21" RCP	FOOT	258
24" RCP	FOOT	397
24" RCP W/ ASTM C-443 JOINTS	FOOT	174
27" RCP W/ ASTM C-443 JOINTS	FOOT	434
33" RCP	FOOT	117
33" RCP W/ ASTM C-443 JOINTS	FOOT	85
42" RCP	FOOT	152
42" RCP W/ ASTM C-443 JOINTS	FOOT	95
48" MANHOLE W/ FRAME AND LID	EACH	18
60" MANHOLE W/ FRAME AND LID	EACH	13
72" MANHOLE W/ FRAME AND LID	EACH	1
84" MANHOLE W/ FRAME AND LID	EACH	1
48" CATCH BASIN W/ FRAME & GRATE	EACH	10
24" INLET TYPE A W/ FRAME & GRATE	EACH	15
42" RCP FLARED END SECTION W/ GRATE	EACH	1
SELECT GRANULAR BACKFILL (MAINLINE)	FOOT	580
TELEWISE STORM SEWER	FOOT	4,536
SIDEWALK		
5' WIDE - 5" PCC SIDEWALK W/ 2" AGGREGATE	SQ FT	26865
STREET LIGHTING		

ROADWAY	UNIT	QUANTITY
SHOEGER DRIVE	FOOT	2,684
SHOEGER COURT	FOOT	180
BRADY STREET	FOOT	311
CROOKER DRIVE	FOOT	2,070

EXHIBIT A
GRANDE RESERVE - UNIT 20
UNITED CITY OF YORKVILLE

STREET LIGHT 25' STANDARD, COMPLETE	EACH	23
MISCELLANEOUS		
PARKWAY TREES	LSUM	1
BUFFER AND COMMON AREA	LSUM	1
MISCELLANEOUS	LSUM	1



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

United City of Yorkville
 651 Prairie Pointe Dr.
 Yorkville, IL 60560
 (630) 553-4350
 http://www.yorkville.il.us

NO.	DATE	REVISIONS

DATE: NOVEMBER 2023
 PROJECT NO.: YO2111
 PATH: H:\GIS\PUBLIC\YORKVILLE\2021\
 FILE: H:\GIS\Public\Yorkville\2021\YO2111\YQ2111_Grande Reserve Unit 20.mxd

UNIT 20
 UNITED CITY OF YORKVILLE
 KENDALL COUNTY, ILLINOIS

**GRANDE RESERVE
 LOCATION MAP**





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

Agenda Item Number

New Business #5

Tracking Number

PW 2023-93

Agenda Item Summary Memo

Title: 507 W. Kendall – US Route 34 Entrance

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

Synopsis: Consideration of Resolution

Council Action Previously Taken:

Date of Action: _____ Action Taken: _____

Item Number: _____

Type of Vote Required: Majority

Council Action Requested: Consideration of Approval

Submitted by: Brad Sanderson Engineering
Name Department

Agenda Item Notes:



Memorandum

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

Date: December 1, 2023
Subject: 507 W. Kendall – US Rt 34 Entrance

The developer has obtained approval from IDOT to construct the commercial access entrance and other related improvements per the attached plans. We have also reviewed the plans and note that all comments have been addressed.

Construction may proceed once all forms are executed and the bonds and insurance certificates are provided.

One of the requirements in finalizing the permit is that City approve the attached resolution and sign the Municipal Acknowledgement form.

We support the execution of both documents.

ENGINEERING PLANS
FOR
**IL ROUTE 34 IMPROVEMENTS
RIGHT-IN RIGHT-OUT ENTRANCE**

DRIVEWAY ACCESS
FOR
**507 WEST KENDALL DRIVE
YORKVILLE, ILLINOIS**

IL ROUTE 34
STA : 337+25.00 TO STA : 375+00.00
TOTAL LENGTH 150 FEET 0.003 M

INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET, INDEX, LOCATION MAP, GENERAL NOTES, BENCHMARKS
2	ROUTE 34 ACCESS EXISTING CONDITIONS, REMOVAL, AND LAYOUT PLANS
3	ROUTE 34 ACCESS SIGNAGE, GRADING AND SIDEWALK PLAN
4	TYPICAL SECTION SPECIFICATIONS
5	EXISTING AND PROPOSED CROSS-SECTIONS - ACCESS DRIVEWAY
6	CONSTRUCTIONS DETAILS
7	CONSTRUCTIONS DETAILS

GENERAL NOTES

ROADWAY, SITE GRADING AND STORM DRAIN IMPROVEMENTS - GENERAL CONDITIONS AND SECTIONS 200 THRU 300. "STANDARD" SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AS ADOPTED BY THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION ON JAN. 1, 2020, SUPPLEMENT SPECIFICATIONS, SPECIAL PROVISIONS AND INTERIM SPECIAL PROVISIONS, AND THE DEVELOPMENT ORDINANCES FOR THE VILLAGE OF YORKVILLE AND THE CONSTRUCTION NOTES ASSOCIATED WITH THIS IMPROVEMENT.

THE LOCATION OF EXISTING UTILITIES ARE SHOWN ON THE PLANS FOR INFORMATION ONLY AND REPRESENT THE BEST KNOWLEDGE OF THE ENGINEER. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY LOCATIONS AND UTILITY INSTALLATIONS BEFORE STARTING CONSTRUCTION OPERATIONS.

PLANS PREPARED FOR CHICAGO TITLE & TRUST NO. 12-3456

A PHASE III I.D.O.T. PREQUALIFIED R.E. MUST BE EMPLOYED BY APPLICANT TO INSPECT ALL WORK AND TRAFFIC CONTROL.

SUB-CONTRACTOR SHALL NOTIFY THE VILLAGE OF YORKVILLE PUBLIC WORKS DEPARTMENT 48 HOURS PRIOR TO ANY CONSTRUCTION.
SUBCONTRACTOR SHALL CONTACT J.U.L.I.E. (1-800-892-0123) PRIOR TO CONSTRUCTION.

IN THE EVENT OF CONFLICT IN SPECIFICATIONS, THE MOST RESTRICTIVE SPECIFICATION SHALL TAKE PRECEDENCE.
THE TOPOGRAPHY SURVEY FOR THIS PROJECT IS BASED ON A FIELD SURVEY PREPARED BY WILLIAM M. WINGSTEDT AND WAS PERFORMED ON JULY 11, 2019

AN I.D.O.T. PREQUALIFIED SOILS CONSULTANTS SHALL CHECK FOR SUITABILITY OF SUBBASE AND SUBGRADE PRIOR TO P.C.C. OR HMA INSTALLATION.
CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH I.D.O.T. SAFETY POLICY 4-15 AS IT PERTAINS TO CURB AND GUTTER REMOVAL AND VEHICULAR SAFETY.

I.D.O.T. SHORT TERM PERMIT WILL ALLOW A TOTAL OF 3 DAY LANE CLOSURE.

CONTRACTOR SHALL COORDINATE WITH I.D.O.T. ON LANE CLOSURE DURATION.

PROFESSIONAL ENGINEER CERTIFICATION

STATE OF ILLINOIS

I, **IMTIAZ REHMAN**, A REGISTERED PROFESSIONAL ENGINEER IN ILLINOIS, HEREBY CERTIFY THAT THIS TECHNICAL SUBMISSION WAS PREPARED ON BEHALF OF CHICAGO TITLE & TRUST NO. 12-3456 ENGINEERING SERVICES GROUP UNDER MY PERSONAL DIRECTION

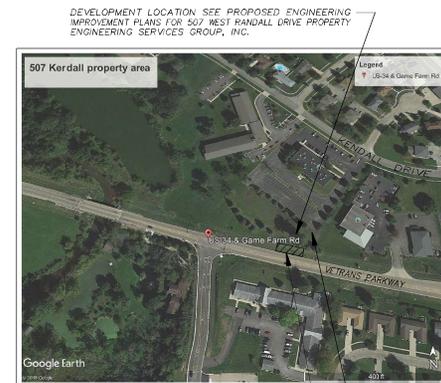
THIS TECHNICAL SUBMISSION IS INCLUDED TO BE USED AS AN INTEGRAL PART OF AND IN CONJUNCTION WITH THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS.

NOTE: UNLESS THIS DOCUMENT BEARS THE ORIGINAL SIGNATURE AND IMPRESSED SEAL OF THE DESIGN PROJECT ENGINEER, IT IS NOT A VALID TECHNICAL SUBMISSION.

Imtiaz A. Rehman

IMTIAZ A. REHMAN, P.E.
LIC # 062-049043

expires - 11-30-23



DEVELOPMENT LOCATION SEE PROPOSED ENGINEERING IMPROVEMENT PLANS FOR 507 WEST RANDALL DRIVE PROPERTY ENGINEERING SERVICES GROUP, INC.

LOCATION MAP



KENDALL DRIVE SUBJECT SITE

CONTACT J.U.L.I.E (1-800-892-0123)

UTILITY COMPANY CONTACT TABLE

UTILITY COMPANY	PHONE NUMBER
AT & T	800-288-2020
NORTHERN ILLINOIS GAS	888-942-6100
COM-ED	800-334-7661
COMCAST	866-594-1234
NMWD	847-526-3300
VILLAGE OF YORKVILLE PUBLIC WORKS	630-553-4370
J.U.L.I.E.	800-892-0123

BENCHMARKS

BENCHMARK NO. 230 STA. 373+81.92, 29.34' LT. CHISEL BOX NORTH SIDE EAST MAST ARM AT US 34 AND GAME FARM ROAD ELEV. 619.297

BENCHMARK NO. 1 SOUTHEAST CORNER OF INLET IN ILL. RTE. 34 AT STA. 376+75. LT. ELEV. 629.88

LEGEND

EXISTING UTILITIES	PROPOSED UTILITIES
Sanitary sewer with manhole and size	Sanitary sewer with manhole and size
Waterman with size	Waterman with size
Storm drain with manhole and size	Storm drain with manhole and size
Waterman with hydrant	Storm drain with catch basin
Waterman valve and vault	Fire hydrant assembly with auxiliary valve
Storm drain with inlet	Waterman valve and vault
Existing pipe culvert with or without flared end section	Storm drain with inlet
Power pole	Conduits, overhead section / flared end section
Tree	Existing contour
	Proposed spot elevation

ENGINEERING SERVICES GROUP, INC. IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS CONSTRUCTION.

I.D.O.T. PERMIT LOG : L-16565

REV.	DATE	DESC.
1	8/15/19	SUBMITTAL TO I.D.O.T.
2	11/20/19	PER I.D.O.T. REVIEW REVISED 11/13/19
3	2/8/20	PER I.D.O.T. REVIEW REVISED 1/7/2019
4		

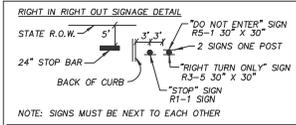
Engineering Services Group, Inc.
4200 Westbrook Dr. Ste 115
Aurora IL 60504
Project #001706-2002 Area #001-046-0468
Print 001-046-0468 Web: www.esginc.com



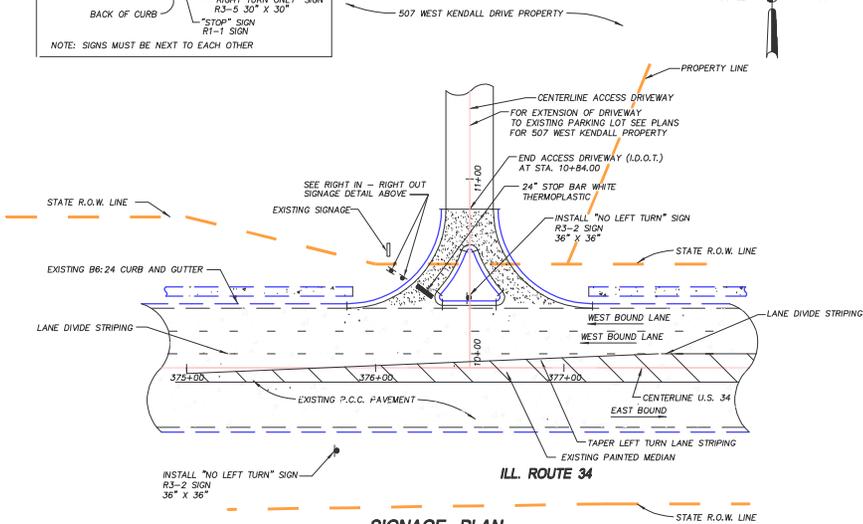
TITLE SHEET

PREPARED FOR: CHICAGO TITLE TRUST
NO. 12-3456
PROJECT DESCRIPTION: 507 WEST KENDALL DRIVE ROUTE 34 ACCESS

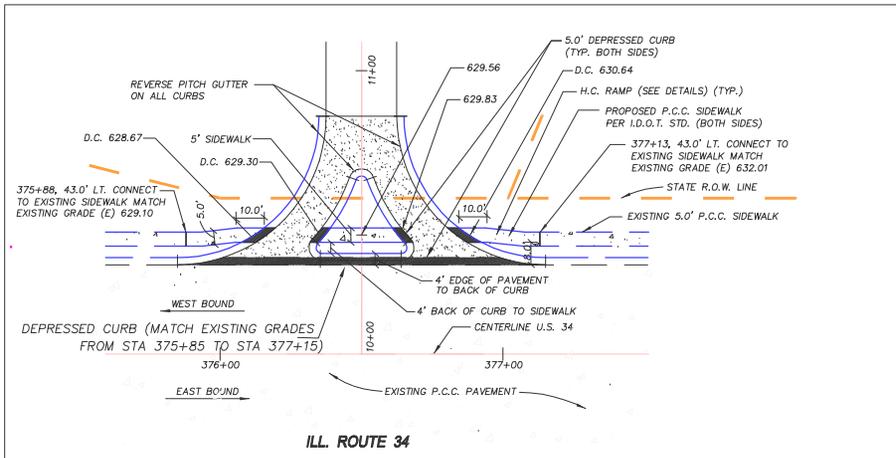
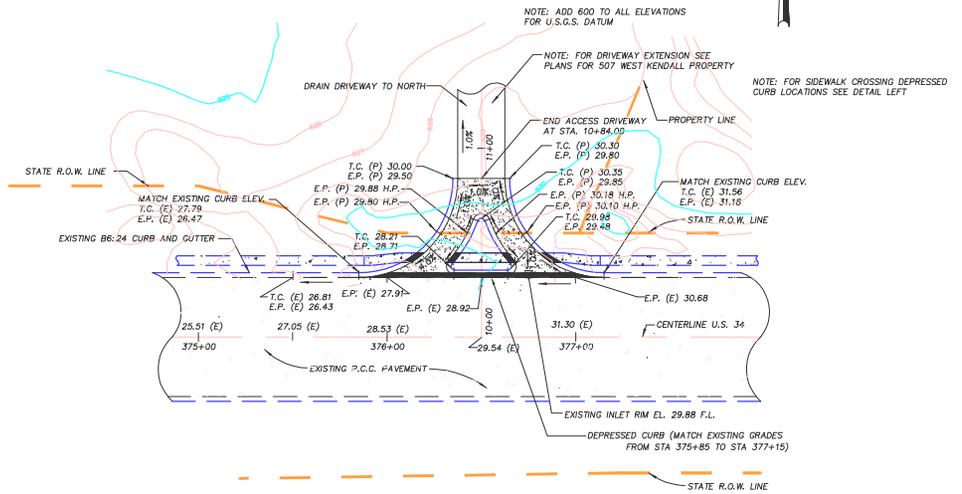
PROJECT NO.	2110
SHEET NO.	1 of 7



SCALE : 1" = 30'



SCALE : 1" = 30'



SCALE : 1" = 20'

- LEGEND**
- ===== PROPOSED CURB AND GUTTER
 - PROPOSED P.C.C. PAVEMENT
 - EXISTING P.C.C. PAVEMENT
 - ===== EXISTING CURB AND GUTTER
 - E.P. = EDGE OF PAVEMENT ELEVATION
 - T.C. = TOP OF CURB ELEVATION
 - (P) = PROPOSED ELEVATION
 - (E) = EXISTING ELEVATION
 - E.C. = EDGE OF PAVEMENT ELEVATION
 - D.C. = DEPRESSED CURB ELEVATION

- NOTE:**
1. CONTRACTOR TO MAINTAIN EXISTING DRAINAGE PATTERN
 2. CONTRACTOR TO PROTECT EXISTING POWER POLES AND CABLES DURING CONSTRUCTION
 3. CONTRACTOR TO PROTECT EXISTING SIGNAGE DURING CONSTRUCTION
 4. CONTRACTOR TO PROTECT TRAFFIC CONTROL PER I.D.O.T. REQUIREMENTS
 5. CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION
 6. TOPOGRAPHIC SURVEY DATA AND UTILITY LOCATIONS SUPPLIED BY WILLIAM M. WINGSTEDT
 7. ONLY MUTCD OR ILMUTCD SIGN DESIGNATION WILL BE ALLOWED
- NOTE:**
- 5.0' SIDEWALK SHALL BE 5" P.C.C. WITH 6" X 6" WIRE MESH ON 6" GRAVEL CONCRETE SIDEWALK SHALL FOLLOW ADA / PROWAG STANDARDS FOR RAMPS AND I.D.O.T. STD. 424001-07 SEE DETAIL SHEET 6
- NOTE:**
- 1.0' TRANSITION FROM FULL CURB TO DEPRESSED CURBS ALL SIDES

Engineering Services Group, Inc.
4260 Westbrook Drive Suite 115
Aurora, IL. 60504 630-780-2800

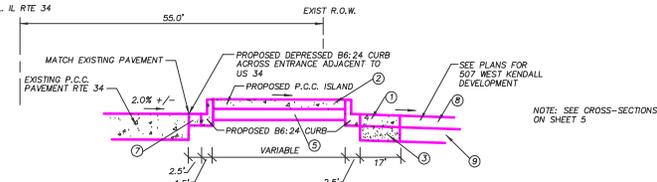
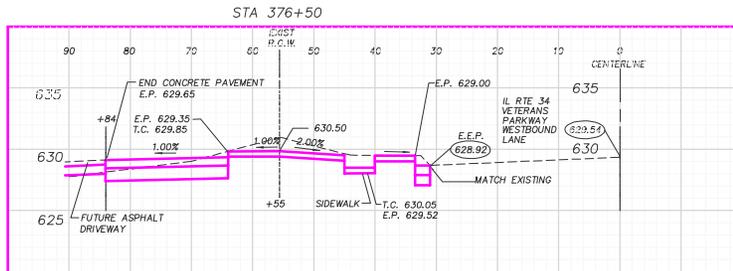


**507 WEST KENDALL DRIVE PROPERTY
ILL. ROUTE 34 ENTRANCE
IMPROVEMENTS**

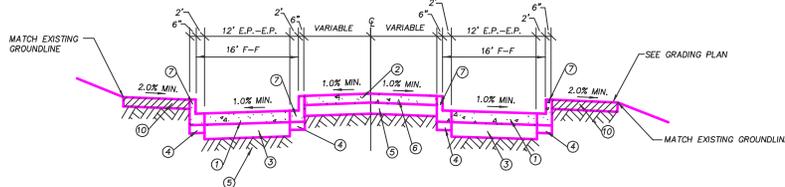
REVISIONS	DATE	JOB NO.
1 PER I.D.O.T. REVIEW	11/13/10	12/10/19
2 PER EEL REVIEW	11/14/2022	01/29/23
3		DATE 09/16/19
4		DRN. KK
5		CHKD. JAE
6		APPR. IR

**RIGHT IN - OUT ENTRANCE SIGNAGE,
GRADING AND SIDEWALK PLAN**





PROPOSED CROSS SECTION RTE 34 THRU ENTRANCE



PROPOSED TYPICAL PAVEMENT / MATERIAL CROSS - SECTION A-A

PAVING LEGEND

- ① PROPOSED P.C.C. PAVEMENT - 10"
- ② PROPOSED P.C.C. ISLAND - 4" WITH 6" X 6" WIRE MESH
- ③ PROPOSED CRUSHED AGGREGATE SUBBASE - 12"
- ④ PROPOSED CRUSHED AGGREGATE BASE - 4"
- ⑤ COMPACTED SUBGRADE
- ⑥ PROPOSED DRUSHED AGGREGATE SUBBASE - 6"
- ⑦ COMBINATION CURB & GUTTER TYPE B6-24
- ⑧ 2 1/2" HOT MIX ASPHALT SURFACE COURSE
- ⑨ 10" AGGREGATE BASE COURSE, TYPE B (CRUSHED) (CA-6) COMPACTED
- ⑩ 4" TOPSOIL AND SOO

GENERAL CONDITIONS

1. THE ILLINOIS DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" LATEST EDITION, THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION" LATEST EDITION, THE ILLINOIS DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR UTILITIES CONSTRUCTION" LATEST EDITION, ALL APPLICABLE SECTIONS OF THE GOVERNING MUNICIPALITY STANDARD SPECIFICATIONS, AND ALL APPLICABLE SECTIONS OF THE GOVERNING MUNICIPALITY STANDARD SPECIFICATIONS, SHALL BE USED UNLESS OTHERWISE SPECIFIED. ANY AMENDMENTS TO THESE SPECIFICATIONS SHALL BE CONSIDERED A PART OF THE CONTRACT DOCUMENTS. INCIDENTAL ITEMS OR ACCESSORIES NECESSARY TO COMPLETE THIS WORK MAY NOT BE SPECIFICALLY NOTED BUT ARE TO BE CONSIDERED A PART OF THE CONTRACT DOCUMENTS AS OUTLINED BELOW.
2. THE ABOVE STANDARD SPECIFICATIONS, THESE CONSTRUCTION PLANS AND THE CONTRACT DOCUMENTS SHALL BE KEPT ON THE JOB SITE. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AFFECTING THEIR WORK WITH THE ACTUAL CONDITIONS AT THE JOB SITE. IN ADDITION, THE CONTRACTOR MUST VERIFY THE PROVIDED LINE AND GRADE STAKES. IF THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE CONSTRUCTION PLANS, HE MUST IMMEDIATELY REPORT SAME TO THE ENGINEER BY THE SECOND DAY AFTER THE DISCREPANCY IS OBSERVED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY DISCREPANCIES. THE CONTRACTOR SHALL VERIFY THE ACCURACY OF ALL DIMENSIONS AND CONDITIONS AFFECTING THEIR WORK WITH THE ACTUAL CONDITIONS AT THE JOB SITE. IN ADDITION, THE CONTRACTOR MUST VERIFY THE PROVIDED LINE AND GRADE STAKES. IF THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE CONSTRUCTION PLANS, HE MUST IMMEDIATELY REPORT SAME TO THE ENGINEER BY THE SECOND DAY AFTER THE DISCREPANCY IS OBSERVED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY DISCREPANCIES. THE CONTRACTOR SHALL VERIFY THE ACCURACY OF ALL DIMENSIONS AND CONDITIONS AFFECTING THEIR WORK WITH THE ACTUAL CONDITIONS AT THE JOB SITE. IN ADDITION, THE CONTRACTOR MUST VERIFY THE PROVIDED LINE AND GRADE STAKES. IF THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE CONSTRUCTION PLANS, HE MUST IMMEDIATELY REPORT SAME TO THE ENGINEER BY THE SECOND DAY AFTER THE DISCREPANCY IS OBSERVED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY DISCREPANCIES.
3. NO CONSTRUCTION PLANS SHALL BE USED FOR CONSTRUCTION UNLESS SPECIFICALLY MARKED FOR CONSTRUCTION. WORK TO BE CONSIDERED A PART OF THE CONTRACT DOCUMENTS. INCIDENTAL ITEMS OR ACCESSORIES NECESSARY TO COMPLETE THIS WORK MAY NOT BE SPECIFICALLY NOTED BUT ARE TO BE CONSIDERED A PART OF THE CONTRACT DOCUMENTS AS OUTLINED BELOW.
4. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED BY THE CONTRACTOR AND HIS SURETY FOR A PERIOD OF 24 MONTHS FROM THE DATE OF FINAL ACCEPTANCE OF THE WORK BY THE GOVERNING MUNICIPALITY AND THE OWNER AGAINST ALL DEFECTS IN MATERIAL AND WORKMANSHIP OF WHATEVER NATURE.
5. BEFORE ACCEPTANCE BY THE OWNER AND FINAL PAYMENT, ALL WORK SHALL BE INSPECTED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY DEFECTS. FINAL PAYMENT WILL BE MADE AFTER ALL OF THE CONTRACTOR'S WORK HAS BEEN APPROVED AND ACCEPTED.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ADEQUATE SIGNS, TRAFFIC CONTROL DEVICES, AND BARRIERS TO KEEP THE ROADWAY OPEN TO TRAFFIC THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL SIGNS THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL SIGNS THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL SIGNS THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL SIGNS THROUGHOUT THE CONSTRUCTION PERIOD.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS FOR CONSTRUCTION ALONG OR ACROSS EXISTING STREETS OR HIGHWAYS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER ADJACENT PROPERTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER ADJACENT PROPERTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER ADJACENT PROPERTIES.
8. THE CONTRACTOR SHALL OBTAIN THE GOVERNING MUNICIPALITY, ILLINOIS DEPARTMENT OF TRANSPORTATION AND ANY OTHER GOVERNMENTAL AGENCY HAVING JURISDICTION, AT LEAST TWO (2) WORKING DAYS BEFORE THE COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CHANGES TO THE WORK. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CHANGES TO THE WORK. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CHANGES TO THE WORK.
9. REMOVED PAVEMENT, SIDEWALK, CURB AND GUTTER, ETC. SHALL BE DISPOSED AT LOCATIONS PROVIDED BY THE CONTRACTOR AT HIS OWN EXPENSE.
10. ALL EXISTING TRAFFIC SIGNS, STREET SIGNS, ETC. WHICH INTERFERE WITH CONSTRUCTION OPERATIONS AND NOT NOTED FOR REMOVAL OR DISPOSAL, SHALL BE REMOVED AND RESET BY THE CONTRACTOR AT LOCATIONS AS DESIGNATED BY THE ENGINEER. THIS SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED. DAMAGE TO THESE SIGNS SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE. ALL SIGNS NOT REQUIRED TO BE RESET SHALL BE DELIVERED TO THE GOVERNING MUNICIPALITY AT HIS OWN EXPENSE. ALL SIGNS NOT REQUIRED TO BE RESET SHALL BE DELIVERED TO THE GOVERNING MUNICIPALITY AT HIS OWN EXPENSE. ALL SIGNS NOT REQUIRED TO BE RESET SHALL BE DELIVERED TO THE GOVERNING MUNICIPALITY AT HIS OWN EXPENSE.
11. ALL FIELD ERECTION DURING CONSTRUCTION OPERATIONS SHALL BE CONSIDERED TO BE THE PROPERTY OF THE CONTRACTOR. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE GOVERNING MUNICIPALITY AND ANY OTHER AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER ADJACENT PROPERTIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER ADJACENT PROPERTIES.
12. THE OWNER SHALL PROVIDE THE GOVERNING MUNICIPALITY WITH A TWO YEAR MAINTENANCE BOND UPON COMPLETION OF IMPROVEMENTS.

EARTHWORK

1. WORK UNDER THIS SECTION SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING:
 - A. CLEANSING AND REMOVAL OF ALL UNDESIRABLE TREES AND OTHER VEGETATION GROWING WITHIN THE CONSTRUCTION CORRIDOR AND SHALL BE KEPT TO A MINIMUM. WHERE POSSIBLE, TREES AND BRUSH REMOVAL MAY BE DEFERRED TO FUTURE YARD AND OPEN SPACE AREAS. ADEQUATE AND APPROPRIATE SPACE IS NOT AVAILABLE FOR OFFSITE BURIAL, THE TREES AND BRUSH SHALL BE DISPOSED OFFSITE.
 - B. STRIPPING OF TOPSOIL FROM ALL STREET, DRIVEWAY, SIDEWALK, YARD, AND BACKING AREAS, AND OTHER DESIGNATED STRUCTURAL CLAY FILL AREAS AS DIRECTED BY ENGINEER.
 - C. STOCKPILING OF TOPSOIL AT LOCATIONS AS DIRECTED BY THE ENGINEER. STOCKPILES FOR FERTILE SOIL SHALL BE RELATIVELY FREE FROM LARGE ROOTS, STONES, WEEDS OR OTHER LITTER AND WASTE PRODUCTS INCLUDING OTHER ORGANIC MATERIALS NOT CONSIDERED TO PLANT GROWTH. TOPSOIL SHALL BE STOCKPILED IN SECTIONS TO ALLOW FOR REHANDLING OR DOUBLE MOVEMENTS BY THE CONTRACTOR. OPERATIONS SHALL NOT CONSTITUTE A CLAIM FOR ADDITIONAL COMPENSATION. NO MATERIAL SHALL BE STOCKPILED IN FRONT YARDS, IN UTILITY EASEMENTS, OR IN THE RIGHT-OF-WAY LINES.
 - D. REMOVING UNSUITABLE MATERIALS AS SPECIFIED FROM ROADWAY, SIDEWALKS AND OTHER DESIGNATED AREAS AS DIRECTED BY OWNER OR SOILS ENGINEER.
 - E. CLAY CUT AND CLAY FILL WITH COMPACTION WITHIN ROADWAY, SIDEWALKS AND OTHER DESIGNATED AREAS.
2. THE PROPOSED GRADING ELEVATIONS SHOWN ON THE PLANS ARE FINISH GRADE. A MINIMUM OF SIX INCHES (6") OF TOPSOIL TO BE PLACED BEFORE FINISH GRADE ELEVATIONS ARE ACHIEVED.

3. THE SELECTED FILL MATERIAL SHALL BE PLACED IN LEVEL UNIFORM LAYERS SO THAT THE COMPACTED THICKNESS IS APPROXIMATELY SIX INCHES (6"). HOWEVER, IF COMPACTION EQUIPMENT DEMONSTRATES THE ABILITY TO COMPACT DEEPER LAYERS, THEN A GREATER THICKNESS MAY BE SPECIFIED. LAYERS SHALL BE THOROUGHLY MIXED BEFORE SPREADING TO INSURE UNIFORMITY.
4. EMBANKMENT MATERIAL WITHIN PARKWAY, OPEN SPACE AREAS SHALL BE COMPACTED TO A MINIMUM OF NINETY FIVE (95) PERCENT OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D 1557 OR TO SUCH OTHER DENSITIES AS MAY BE DETERMINED APPROPRIATE BY THE SOILS ENGINEER.
5. MATERIAL SHALL BE COMPACTED TO MINIMUM OF NINETY FIVE (95) PERCENT OF MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D 1557 OR TO SUCH OTHER DENSITIES AS MAY BE DETERMINED APPROPRIATE BY THE SOILS ENGINEER.
6. ALL SUBGRADE MATERIAL SHALL HAVE A MINIMUM BRN OF 2.5 AS DETERMINED BY THE SOILS ENGINEER, OR BASE REPLACEMENT AND PAVEMENT DESIGN REVISIONS SHALL BE PROVIDED WHICH ARE ADEQUATE TO OBTAIN EQUIVALENT PAVEMENT STRUCTURE.
7. PROPOSED PAVEMENT AREAS, BUILDING PAVES, DRIVEWAYS AND SIDEWALKS AND DRIVEWAY APPROACHES SHALL BE SEGREGATED OR REINFORCED TO PREVENT CRACKING. THE CONTRACTOR SHALL PROVIDE ELEVATIONS BY THE CONTRACTOR.

UNDERGROUND

1. WORK UNDER THIS SECTION SHALL INCLUDE TRENCHING, INSTALLATION OF PIPE, CASTINGS, STRUCTURES, BACKFILLING OF TRENCHES AND CONSTRUCTION AND TESTING AS SHOWN ON THE CONSTRUCTION PLANS, FITTINGS AND ACCESSORIES NECESSARY TO COMPLETE THE WORK MAY NOT BE SPECIFIED BUT SHALL BE CONSIDERED AS INCIDENTAL TO THE COST OF THE CONTRACT.
2. ALL STORM SEWERS SHOULD BE REINFORCED CONCRETE PIPE CONFORMING TO ASTM C-118 WITH 7" MINIMUM THICKNESS. EXTRA STRENGTH CONCRETE PIPE CONFORMING TO ASTM C-118 WITH 7" MINIMUM THICKNESS SHOULD BE USED. ALL STORM SEWERS SHOULD BE CLASS 1200-A OR B P.C. MATERIAL COMPLYING WITH ASTM D-1738. THE PIPE SHALL BE ASTM A-232 FOR 180 PSI PER 24 JOINT. SHALL BE BELL AND SPIGOT TYPE WITH RUBBER JOINT SEAL GASKET.
3. STRUCTURES FOR SANITARY AND STORM SEWERS AND VALVE VALVES FOR FIREWORKS SHALL BE IN ACCORDANCE WITH THESE IMPROVEMENT STANDARDS. GRANULAR TRENCH BACKFILL IS REQUIRED AROUND THESE STRUCTURES. THE COST SHALL BE CONSIDERED AS INCIDENTAL TO THE COST OF THE CONTRACT. INCLUDED IN THE CONTRACT UNIT PRICE FOR THE STRUCTURE.
4. PERMITS AND GRATES FOR SANITARY, WATERMAIN AND STORM SEWER STRUCTURES SHALL BE AS INDICATED WITHIN THESE IMPROVEMENT PLANS.
5. ALL STRUCTURES MAY HAVE A MAXIMUM OF 8" OF ADJUSTING RINGS MAX. OF 2' ADJUSTING RINGS PER STRUCTURE.

PAVING, CURBS & WALKS

1. WORK UNDER THIS SECTION SHALL INCLUDE FINAL SUBGRADE SHAPING AND PREPARATION FORMING, PLACEMENT OF ROADWAY AND PARKWAY BASE COURSE MATERIALS AND SUBSEQUENT FINISH AND/OR SURFACE COURSE, PLACEMENT, FINISHING AND CURING OF CONCRETE, FINAL CLEAN-UP, AND ALL RELATED WORK.
2. SUBGRADE FOR PROPOSED PAVEMENTS SHALL BE FINISHED BY THE CONTRACTOR TO THE FINISH GRADE SHOWN ON THE PLANS. THE FINISH GRADE SHALL BE FINISHED TO THE FINISH GRADE SHOWN ON THE PLANS. THE FINISH GRADE SHALL BE FINISHED TO THE FINISH GRADE SHOWN ON THE PLANS. THE FINISH GRADE SHALL BE FINISHED TO THE FINISH GRADE SHOWN ON THE PLANS.
3. THE PROPOSED PAVEMENT SHALL BE IN ACCORDANCE WITH ILL. O.T. DETAILS IN THIS SET OF PLANS. PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION".

SOIL EROSION CONTROL

1. SOIL EROSION CONTROL MEASURES IN ACCORDANCE WITH THE PROCEDURES AND STANDARDS FOR URBAN SOIL EROSION AND SEDIMENTATION CONTROL IN ILLINOIS SHALL BE FOLLOWED AS DIRECTED BY THE OWNER OR ENGINEER.
2. STREETS ADJACENT TO THE SITE SHALL BE KEPT FREE OF DIRT, RUD AND DEBRIS.
3. NO SEDIMENT WILL BE ALLOWED TO ENTER THE EXISTING STORM SEWER SYSTEM.
4. IN ACCORDANCE WITH THESE CONSTRUCTION PLANS, TEMPORARY STABILIZATION OF THE SITE SHALL BE INSTALLED AND MAINTAINED AROUND STORM SEWER STRUCTURES IN SMALL AREAS OR ALONG PROPERTY LINES UNTIL VEGETATION IS ESTABLISHED AND/OR CONSTRUCTION IS COMPLETE.
5. TOPSOIL STOCKPILES SHALL BE LOCATED IN AREAS TO AVOID EROSION OF SOIL. STOCKPILES OF TOPSOIL SHALL BE COVERED WITH BURLAP BETWEEN THE STOCKPILE AND THE DOWNSTREAM OFFSITE PROPERTY. IF A STOCKPILE IS TO REMAIN IN PLACE FOR MORE THAN TWELVE MONTHS, IT IS REQUIRED THAT THE STOCKPILE BE REEDED SO AS TO MINIMIZE SOIL EROSION BY BOTH WIND AND WAVES.
6. UNLESS SOIL EROSION CONTROL ITEMS ARE SPECIFICALLY REFERRED TO AS BID ITEMS (SUCH AS TOPSOIL, SPROING, SEEDING, ETC.), THEY ARE TO BE CONSIDERED AS INCIDENTAL TO THE COST OF THE CONTRACT.
7. WORK COMPLETED BY SPREAD OPERATIONS SHALL BE DISTRIBUTED AS DIRECTED BY THE ENGINEER OR AS INDICATED BY THE CONTRACT.
8. RIP-RAP MATERIAL SHALL BE IN ACCORDANCE WITH ARTICLE 706 AND 707 OF THE ILL. O.T. STANDARD SPECIFICATIONS.
9. SEEDING MATERIAL SHALL BE C-1 MATURE, AND SOONING SHALL CONFORM TO ARTICLE 644 OF THE ILL. O.T. STANDARD SPECIFICATIONS.

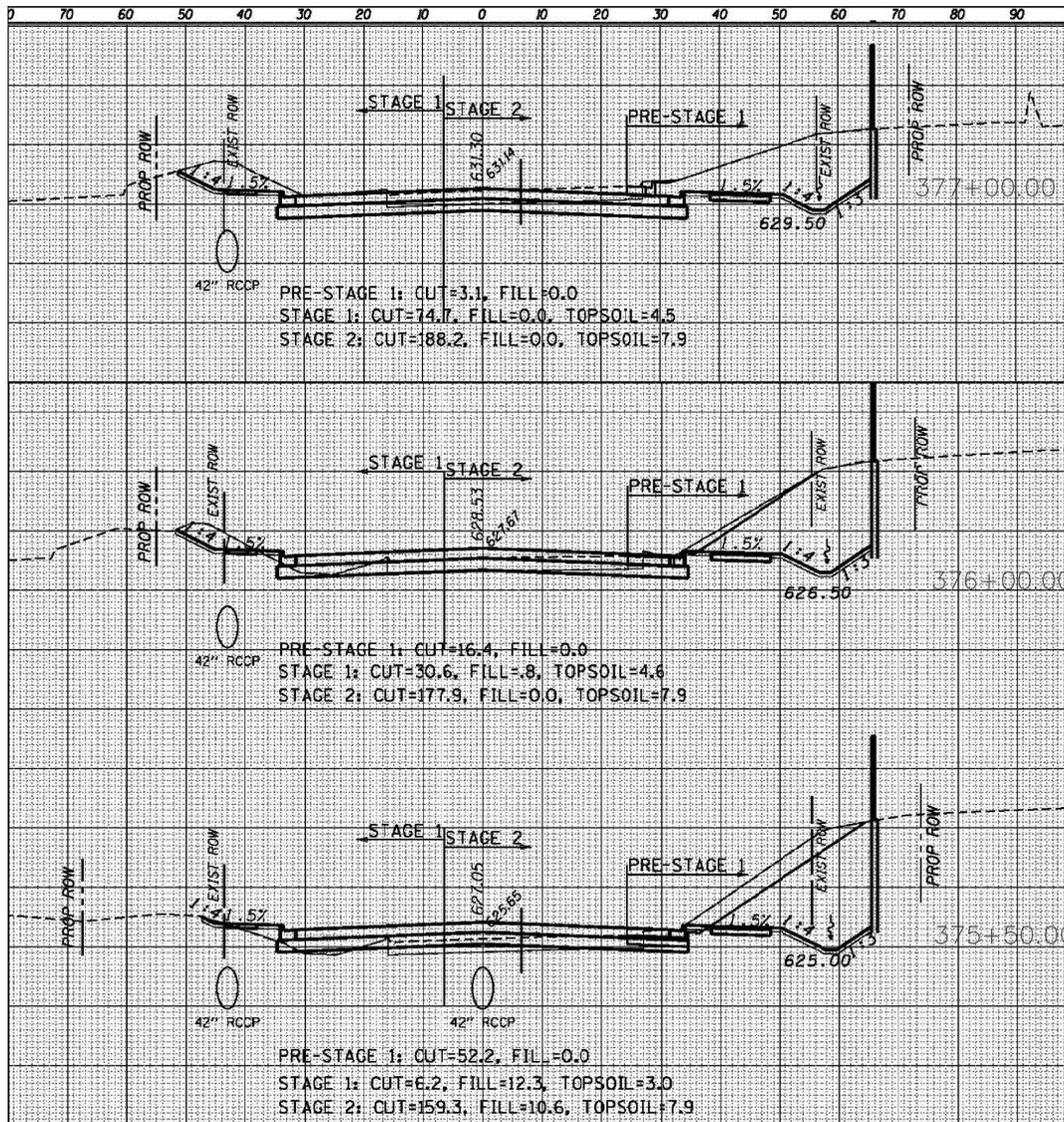
Engineering Services Group, Inc.
4280 Westbrook Drive Suite 115
Aurora, IL. 60504 630-780-2800



**507 WEST KENDALL DRIVE PROPERTY
ILL ROUTE 34 ENTRANCE
IMPROVEMENTS**

REVISIONS	DATE	JOB NO.
1 PER I.D.O.T. REVIEW 11/13/19	12/10/19	2110
2 PER E.E.I. REVIEW 11/14/22	01/09/23	DATE 01/19/23
3		DRN. KAC
4		CHKD. JALE
5		APPR. LRL
6		

**TYPICAL SECTIONS
SPECIFICATIONS**



NOTE:
FOR STATION 376+50.00, PLEASE
REFER SHEET 04 OF 07

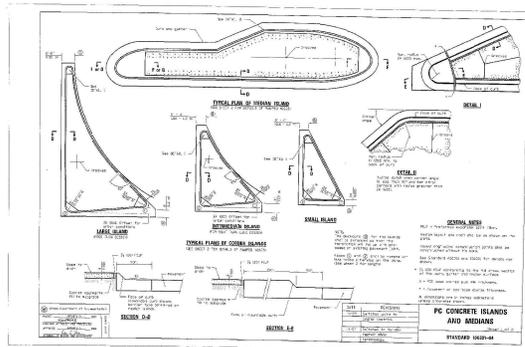
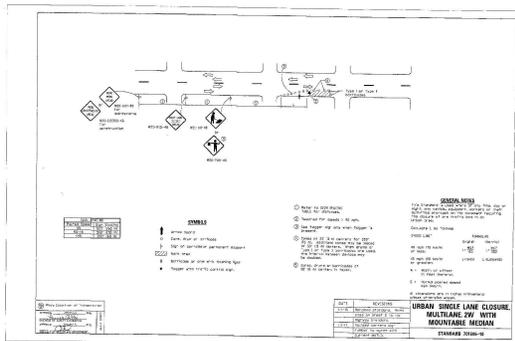
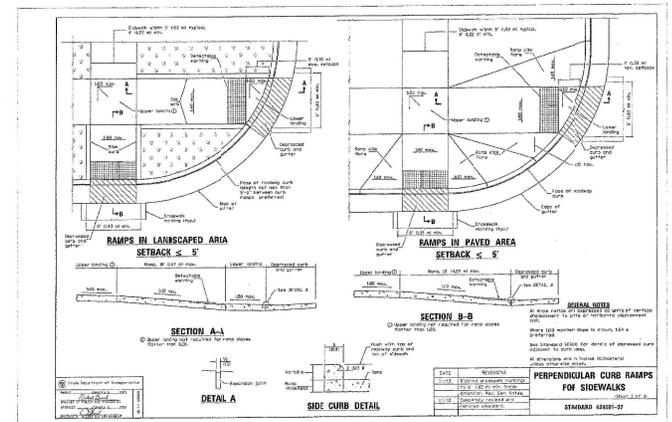
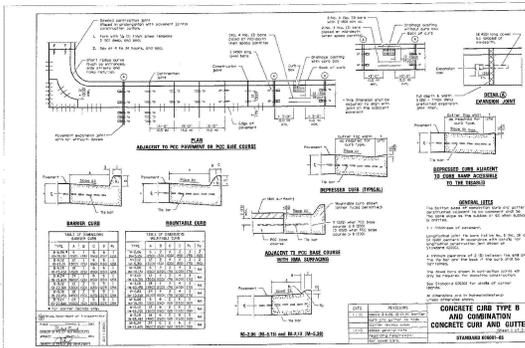
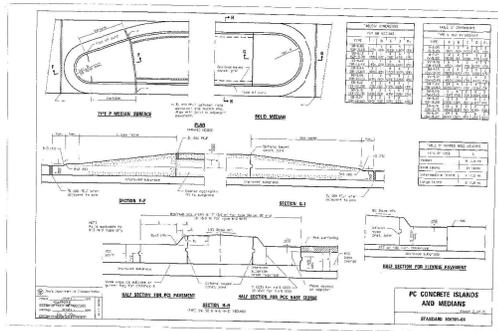
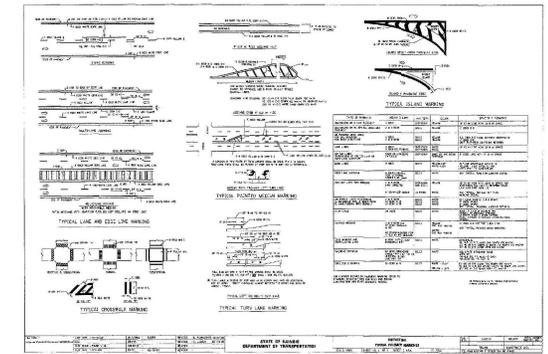
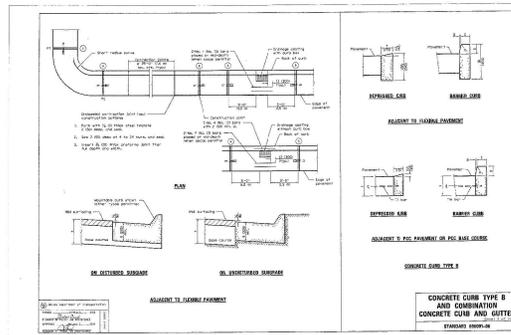
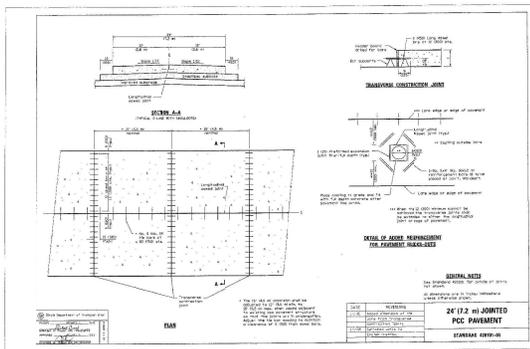
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4280 Westbrook Drive Suite 115
Aurora, IL. 60504 630-780-2800



507 WEST KENDALL DRIVE PROPERTY
ILL ROUTE 34 ENTRANCE
IMPROVEMENTS

REVISIONS	DATE	JOB NO.
1 PER I.D.O.T REVIEW 11/13/2019		2110
2 PER EDI REVIEW COMMENTS 11/14/22	01/09/23	DATE 08/19/19
3		DRN: KAC
4		CHKD: JAE
5		APPR: LR
6		

CROSS SECTIONS
FROM IDOT PLANS



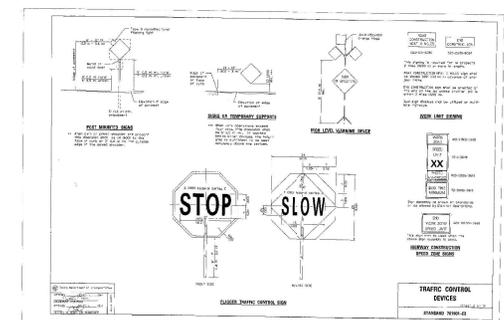
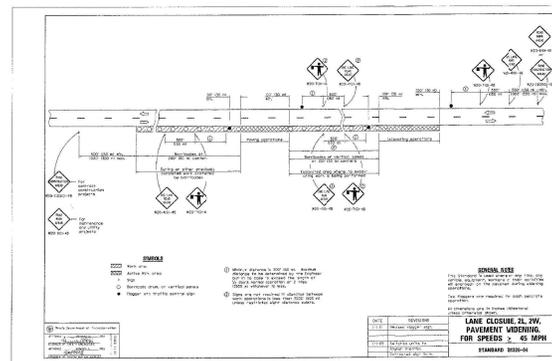
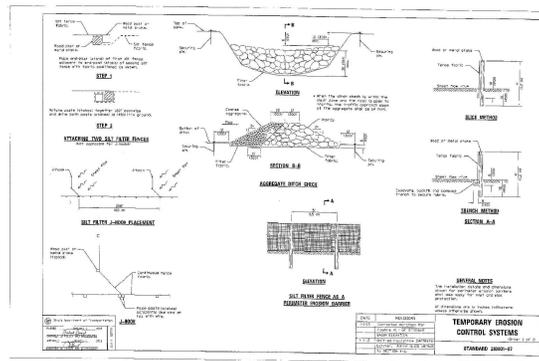
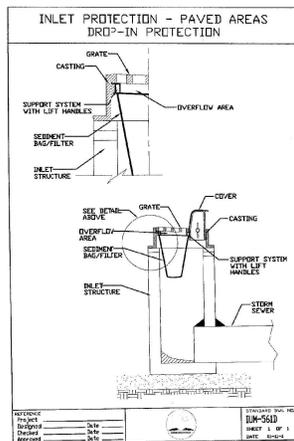
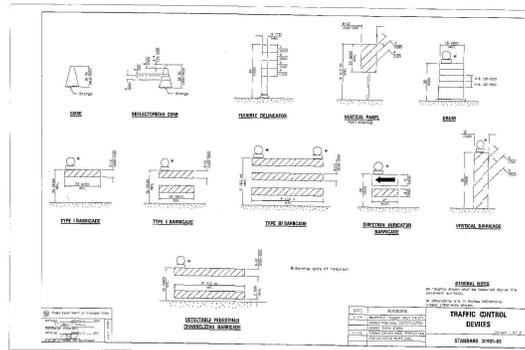
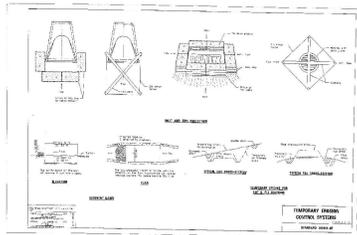
Engineering Services Group, Inc.
4260 Westbrook Drive Suite 115
Aurora, IL, 60504 630-780-2800



507 WEST KENDALL DRIVE PROPERTY
ILL. ROUTE 34 ENTRANCE
IMPROVEMENTS

NO.	REVISIONS	DATE	JOB NO.
1	PER I.D.O.T. REVIEW 11/13/19	12/10/19	210
2			DATE 8/15/19
3			DRN. KJK
4			CHNG. J.A.E
5			APPR. LR
6			

CONSTRUCTION DETAILS



REVISIONS	DATE	JOB NO.
1 PER I.D.O.T. REVIEW 11/13/19	12/10/19	2110
2		DATE 8/15/19
3		DRN. KK
4		CHNG. J.A.E.
5		APPR. LR
6		



February 1, 2023

Ms. Krysti Barksdale-Noble
Community Development Director
United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560

**Re: 507 W. Kendall Drive – Right In-Right Out Entrance
Engineering Plan Review – 3rd Submittal
United City of Yorkville**

Dear Krysti:

We have reviewed the following items for the above referenced project:

- IL Route 34 Improvements Right In – Out Entrance Plans (7 Sheets) dated January 9, 2023, prepared by Engineering Services Group, Inc.

Our review of these plans and reports are to generally determine their compliance with local ordinances and whether the improvements will conform to existing local systems and equipment. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of engineering practice. Engineering Enterprises, Inc.'s review is not intended as an in-depth quality assurance review, we cannot and do not assume responsibility for design errors or omissions in the plans. As such, we offer the following comments:

The engineering plans have been reviewed and are found to be generally acceptable. Please provide the IDOT permit along with the proposed resolution for approval by the City Council.

If you have any questions or require additional information, please contact our office.

Respectfully Submitted,

ENGINEERING ENTERPRISES, INC.

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

BPS/tnp/pgw2

pc: Mr. Bart Olson, City Administrator (via email)
Ms. Erin Willrett, Assistant City Administrator (via email)
Mr. Jason Engberg, Senior Planner (via email)
Mr. Eric Dhuse, Director of Public Works (via email)
Mr. Pete Ratos, Building Department (via email)
Ms. Dee Weinert, Admin Assistant (via email)
Ms. Jori Behland, City Clerk (via email)
TNP, PGW2, EEI (Via e-mail)

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Illinois Department of Transportation

Highway Permit

District Serial No. _____

Whereas, I (We) City of Yorkville/Medical Office Building
c/o Engineering Services Group, Inc. , 4260 Westbrook Drive – Suite 116
(Name of Applicant) (Mailing Address)

Aurora IL 60504 hereinafter termed the Applicant,
(City) (State)

request permission and authority to do certain work herein described on the right-of-way of the State Highway known as US Route 34 , Section _____ , from Station _____ to Station _____ , Kendall County. The work is described in detail on the attached plan or sketch and/or as follows:

LOCATED EAST OF GAME FARM ROAD - YORKVILLE

Upon approval this permit authorizes the applicant to locate, construct, operate and maintain at the above mentioned location, a twenty-five (25) foot in width PCC commercial right-in/right-out entrance and other related improvements as shown on the attached plans which become a part hereof.

The applicant shall notify Adam Rue, Field Engineer, Phone: 630-553-7337 or the District Permit Section, Phone: 815-434-8490 twenty-four hours in advance of starting any work covered by this permit.

The state right of way shall be left in good condition. (No advertising matter shall be placed on the state right of way).

All turf areas which are disturbed during the course of this work shall be restored to the original line and grade and be promptly seeded in accordance with Standard State Specifications.

(SEE ATTACHED SPECIAL PROVISIONS)

All work authorized by this permit shall be completed 180 days after the date this permit is approved, otherwise the permit becomes null and void.

This permit is subject to the conditions and restrictions printed on the reverse side of this sheet.

This permit is hereby accepted and its provisions agreed to this _____ day of _____ , _____

Witness _____ Signed _____
Applicant

_____ Mailing Address _____ Mailing Address

_____ City _____ State _____ City _____ State

SIGN AND RETURN TO: Regional Engineer _____

Approved this _____ day of _____ , _____

Department of Transportation

BY: _____
Regional Engineer

First: The Applicant represents and warrants that he/she is the party in interest respecting this Permit and that he/she is the agent in fact with authority to bind all parties in interest to the obligations and undertakings agreed to in this Permit. The Applicant represents and warrants that the property lines shown on the attached plan sheet(s) or sketch are true and correct, and that all proposed work is accurately depicted thereon.

Second: The proposed work shall be located and constructed to the satisfaction of the Regional Engineer or his/her duly authorized representative. No revisions or additions shall be made to the proposed work on the right-of-way without the written permission of the Regional Engineer. The Applicant agrees to complete all work to the standards and specifications identified by the Regional Engineer or his/her authorized representative as a condition of granting this Permit. The Applicant agrees to furnish all labor, equipment and material, and do all work and pay all costs associated with the work authorized by this Permit. The Applicant agrees to restore any and all damaged portions of the highway right-of-way to the condition satisfactory to the Regional Engineer or his/her authorized representative including, but not limited to, all landscape restoration. The Applicant shall not trim, cut or in any way disturb any trees or shrubbery along the highway without the approval of the Regional Engineer or his/her duly authorized representative. Any and all documents, writings and notes reflecting or identifying the standards, specifications, understandings and conditions applicable to the performance of the permitted work required by the Regional Engineer or his/her authorized representative are hereby incorporated into this Permit by reference as though fully set forth herein.

Third: The Applicant shall at all times conduct the work in such a manner as to minimize hazards to vehicular and pedestrian traffic. Traffic controls and work site protection shall be in accordance with the applicable requirements of Part 6 (Temporary Traffic Control) of the Illinois Manual on Uniform Traffic Control Devices and with the traffic control plan if one is required elsewhere in the permit. All signs, barricades, flaggers, etc., required for traffic control shall be furnished by the Applicant. The work may be done on any day except Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Work shall be done only during daylight hours.

Fourth: The work performed by the Applicant is for the bona fide purpose expressed and not for the purpose of, nor will it result in, the parking or servicing of vehicles on the highway right-of-way. Signs located on or overhanging the right-of-way shall be prohibited.

Fifth: The Applicant shall engage in only the proposed work approved herein, and subject to the hazards incident to such activities, assumes all risks associated therewith. The Applicant assumes full and strict liability for the actions of itself, all parties in interest, its agents and employees, contractors, subcontractors and consultants. The Applicant and all parties in interest shall save, defend, hold harmless and indemnify the State of Illinois and each of its officers, agents, employees, invitees and others associated with it from and against any and all suits, claims, actions, losses, injuries, damages, judgments and expenses that are based on, or that arise or are alleged to have arisen out of the performance of the work approved herein, including, but not limited to, any act, willful or intended, or negligence of the Applicant and any party in interest, its agents and employees, contractors, subcontractors and consultants whether at law, in equity or common law. In the event the Applicant or any party in interest fails, neglects, or refuses to comply with any provision of this indemnity, the State of Illinois may take any action necessary to protect itself from liability, including any action to pay, settle, compromise and procure the discharge thereof, in which case the Applicant or any party in interest, jointly and severally, shall be liable and bound unto the State of Illinois for any and all expenses related thereto, including attorney's fees.

Sixth: The State reserves the right to make such changes, additions, repairs and relocations within its statutory limits to the facilities constructed under this permit or their appurtenances on the right-of-way as may at any time be considered necessary to permit the relocation, reconstruction, widening or maintaining of the highway and/or provide proper protection to life and property on or adjacent to the State right-of-way. However, in the event this permit is granted to construct, locate, operate and maintain utility facilities on the State right-of-way, the Applicant, upon written request by the Regional Engineer, shall perform such alterations or change of location of the facilities, without expense to the State, and should the Applicant fail to make satisfactory arrangements to comply with this request within a reasonable time, the State reserves the right to make such alterations or change of location or remove the work, and the Applicant agrees to pay for the cost incurred.

Seventh: This permit is effective only insofar as the Department has jurisdiction and does not presume to release the Applicant from compliance with the provisions of any existing statutes or local regulations relating to the construction of such work.

Eighth: The Construction of access driveways is subject to the regulations listed in the "Policy on Permits for Access Driveways to State Highways." If, in the future, the land use of property served by an access driveway described and constructed in accordance with this permit changes so as to require a higher driveway type as defined in that policy, the owner shall apply for a new permit and bear the costs for such revisions as may be required to conform to the regulations listed in the policy. Utility installations shall be subject to the "Policy on the Accommodation of Utilities on Right-of-Way of the Illinois State Highway System."

Ninth: If the work covered by this permit includes construction of additional lanes, turn lanes, median cross-overs or traffic signals on, along or adjacent to a highway under Department jurisdiction, the permittee shall use only contractor(s) approved by the Department of Transportation for the performance of said work on the State highway. A contractor currently prequalified by the Department in the work rating governing the said work shall be approved. Prior to the commencement of the said work on the State highway, the applicant shall furnish the Regional Engineer a copy of the contractor's current Certificate of Eligibility, or, if the permittee proposes to use a contractor not currently prequalified by the Department, information satisfactory to the Department evidencing the contractor's qualification and ability to perform the said work. No work on the State highway shall be performed until the Department issues an approval of the proposed contractor.

SPECIAL PROVISIONS

Whenever any of the work under this permit involves any obstruction or hazard to the free flow of traffic in the normal traffic lanes, plans for the proposed method of traffic control must be submitted to and approved by the Regional Engineer at least 72 hours, and preferably longer, before the start of work.

All traffic control shall be in accordance with the State of Illinois Manual of Uniform Traffic Control Devices and amendments thereof. It should be noted that standards and typical placement of devices shown in the Uniform Manual are minimums. Many locations may require additional or supplemental devices.

The petitioner agrees to furnish the necessary barricades, lights, and flagmen for the protection of traffic.

Traffic shall be maintained at all times.

The applicant agrees to notify the Department of Transportation upon completion of work covered under the terms and conditions of this permit so that a final inspection and acceptance can be made.

To avoid any revisions to the work completed under the highway permit, the applicant should insure the conditions and restrictions of this permit, the applicable supplemental permit specifications and permit drawing are fully understood.

If this permit work is contracted out, it will be the responsibility of the applicant to furnish the contractor with a copy of this highway permit, as the applicant will be responsible for the contractor's work.

A copy of approved permit shall be present on job site at all times the work is in progress.

The department reserves the right to reject or accept any contractor hired by the applicant.

No person, firm, corporation or institution, public or private, shall discharge or empty any type of sewage, including the effluent from septic tanks or other sewage treatment devices, or any other domestic, commercial or industrial waste, or any putrescible liquids, or cause the same to be discharged or emptied in any manner into open ditches along any public street or highway, or into any drain or drainage structure installed solely for street or highway drainage purposes.

All excavations shall be promptly backfilled, thoroughly tamped and any excess material removed from the state right of way (including rock exposed during backfilling operations). Mounding or crowning of backfill will not be permitted.

All material or equipment stored along the highway shall be placed as remote as practical from the edge of pavement in a manner to minimize its being a hazard to errant vehicles or an obstacle to highway maintenance. If material is to be stored on the highway right of way for more than two weeks prior to installation, written approval must be obtained from the department.

RESOLUTION

WHEREAS, the city of Yorkville is located in the county of Kendall, state of Illinois, wishes to allow construction of a PCC surfaced commercial entrance which by law comes under the jurisdiction and control of the Department of Transportation of the state of Illinois, and

WHEREAS, a permit from said department is required before said work can be legally undertaken by said city of Yorkville; now

THEREFORE, be it resolved by the city of Yorkville, county of Kendall, state of Illinois.

FIRST: That we do hereby request from the Department of Transportation, state of Illinois, a permit authorizing the city of Yorkville to proceed with the work herein described and as shown on enclosed detailed plans.

SECOND: Upon completion of the commercial entrance by the contractor and acceptance by the city, the city guarantees that all work has been performed in accordance with the conditions of the permit to be granted by the Department of Transportation of the state of Illinois.

Further, the city will hold the state of Illinois harmless for any damages that may occur to persons or property during such work.

The city will require the contractor to obtain a bond and a comprehensive general liability insurance policy in acceptable amounts and will require the contractor to add the State of Illinois as an additional insured on both policies.

THIRD: That we hereby state that the proposed work is, is not, (~~delete one~~) to be performed by the employees of the city of Yorkville.

FOURTH: That the proper officers of the city of Yorkville are hereby instructed and authorized to sign said permit in behalf of the city of Yorkville.

I, _____, hereby certify the above to be a
City Clerk

true copy of the resolution passed by the City Council of the city of Yorkville, county of Kendall, State of Illinois.

Dated this _____ day of _____ A.D. 2020

(Signature)

(CORPORATE SEAL)

RESOLUTION



Illinois Department of Transportation

Division of Highways/District 1
201 West Center Court/Schaumburg, Illinois 60196-1096

MUNICIPALITY REVIEW OF PERMIT APPLICATION

To assure that municipality officials are aware of State highway permit work requested within their municipality limits, we require acknowledgement of State Highway Permit Applications by a municipal official. The following statement must be completed and returned to the address above before a State Highway Permit will be issued.

The undersigned acknowledges that the municipality is aware that a State Highway Permit has been requested by
Engineering Services Group, Inc / White Pine LLC

_____ (company or individual)
for construction at 507 W Kendall Dr, Yorkville IL
_____ (address of permit work)
for US 34 entrance
in the municipality of Yorkville, IL

Signed _____
(Municipality Representative)

(Title)

(Date)



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 2023-94

Agenda Item Summary Memo

Title: Route 47 Water Main Relocation Agreement – Water Park to Bertram Drive

Meeting and Date: Public Works Committee – December 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: December 14, 2023
Subject: Rt 47 and Waterpark Way watermain relocation – design engineering

Summary

Consideration of a design engineering contract with EEI for watermain relocation at Route 47 and Waterpark Way, caused by the upcoming Rt 47 expansion project and funded by IDOT.

Background

This item was last discussed at the November Public Works Committee meeting. At that meeting, the committee reviewed the status of the upcoming Route 47 expansion projects, including a few areas throughout town which will require the City to move utilities to accommodate the IDOT projects. To recap, some of these relocations will be paid for by IDOT (but completed by the City) and some may result in the City paying for the relocation. One of the IDOT-funded watermain relocations is in the area of Route 47, Galena Rd, and Waterpark Way (previous memo and map attached). In order to complete the watermain relocation prior to the beginning of the Route 47 expansion project, the City needs to move forward with designing and moving the watermain relocation immediately. Accordingly, EEI has prepared a design engineering contract for this work.

The attached design engineering contract is for a fixed cost of \$81,414. While this contract must be executed and paid for by the City, IDOT is expected to reimburse the City for 100% of this cost. That reimbursement will be formally secured with an updated memorandum of understanding (MOU) between the City and IDOT in the next few months.

Recommendation

The staff is comfortable with recommending authorization of the design engineering agreement with EEI, even if a formal commitment from IDOT for reimbursement of these costs has not been secured. If the City Council agrees, we would recommend authorizing the contract and beginning the design work. Alternatively, we could approve this design engineering contract contingent upon approval of the revised MOU with IDOT. We think we could delay the design engineering work through February with little risk to causing a broader delay, although authorizing the agreement now would allow us to proceed with no risk in causing a broader delay.

Agreement for Professional Services
Route 47 Water Main Relocation – Water Park Way to Bertram Drive

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

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment A. Design engineering will be provided for approximately 2,600 linear feet of water main improvements (see Attachment E for project limits). Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$81,414, of which direct expenses are estimated at \$8,250. 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, Contractor, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.



E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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



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

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

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

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

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

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



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

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

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

J. Insurance:

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

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are



included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

- Attachment A:** Standard Terms and Conditions
- Attachment B:** Scope of Services
- Attachment C:** Estimated 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 United City of Yorkville:

For the Contractor:

City Administrator and City Clerk
United City of Yorkville
651 Prairie Pointe
Yorkville, IL 60560

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.



**Rt 47 Water Main Relocation – Water Park Way to Bertram Drive
United City of Yorkville, IL
Professional Services Agreement - Design Engineering**

Attachment B – Scope of Services

DESIGN ENGINEERING

2.1 Project Management and Administration

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

2.2 Project Meetings

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

2.3 Topographic Survey

- Field Survey
- Drafting to Create Base File

2.4 Utility Coordination

- Design JULIE
- Plan Submission and Coordinate with Private Utilities

2.5 Final Plans, Specifications and Estimates

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

2.6 Permits

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

2.7 Bidding and Contracting

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

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

Rubino Engineering – Environmental Assessment

The above scope for “Rt 47 Water Main Relocation – Water Park Way to Bertram Drive” summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of base contract and will be billed in accordance with the Standard Schedule of Charges.

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

CLIENT	
United City of Yorkville	
PROJECT TITLE	PREPARED BY
Rt 47 Water Main Relocation - Water Park Way to Bertram Drive	KDW

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPE 2	PE	SPM	SPT 2	PT	SPT 2	SPT 1	ADMIN	HOURS	COST
		RATE	\$239	\$204	\$192	\$162	\$227	\$167	\$135	\$167	\$156	\$70		
PROJECT ADMINISTRATION														
2.1	Project Management and Administration		2	16	10	-	-	-	-	-	-	-	28	\$ 5,662
2.2	Project Meetings		5	6	10	-	-	-	-	-	-	-	21	\$ 4,339
2.3	Topographic Survey		-	-	-	-	15	12	12	-	-	-	39	\$ 7,029
2.4	Utility Coordination		-	1	10	-	-	-	-	-	-	-	11	\$ 2,124
2.5	Final Plans, Specifications, and Estimates		8	24	65	65	-	-	-	15	75	-	252	\$ 44,023
2.6	Permits		-	4	20	-	-	-	-	-	-	-	24	\$ 4,656
2.7	Bidding and Contracting		1	6	10	9	-	-	-	-	-	7	33	\$ 5,331
Insert Task Subtotal:			16	57	125	74	15	12	12	15	75	7	408	\$ 73,164
PROJECT TOTAL:			16	57	125	74	15	12	12	15	75	7	408	73,164

DIRECT EXPENSES	
Mileage =	\$ -
Printing =	\$ 250
Material Testing =	\$ -
Environmental Assessment =	\$ 8,000
DIRECT EXPENSES =	\$ 8,250

LABOR SUMMARY	
EEI Labor Expenses =	\$ 73,164
TOTAL LABOR EXPENSES	\$ 73,164

TOTAL COSTS	\$ 81,414
--------------------	------------------



ATTACHMENT D: ESTIMATED SCHEDULE

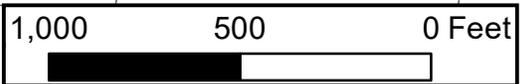
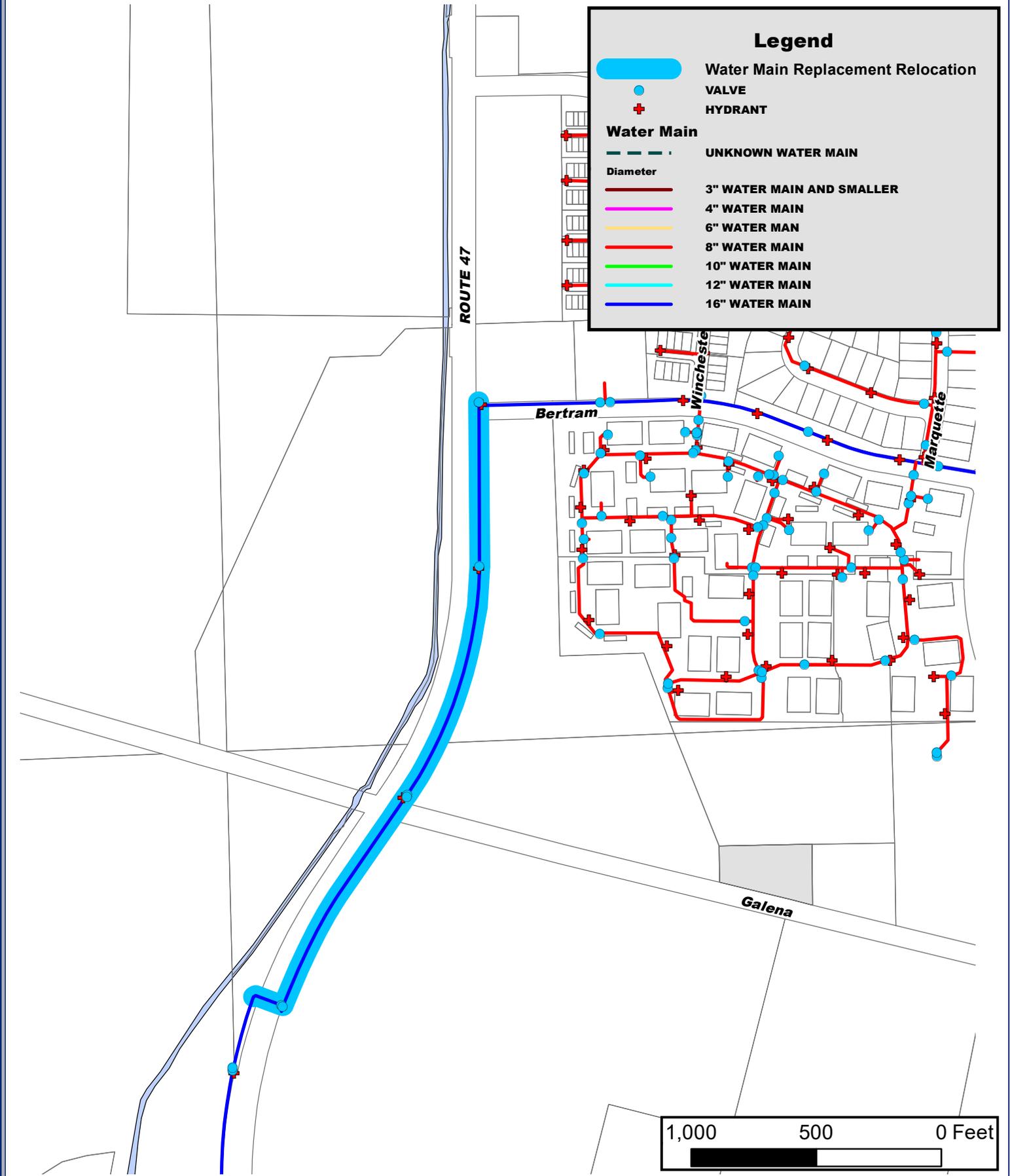
CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2343	
PROJECT TITLE		DATE	PREPARED BY
Rt 47 Water Main Relocation - Water Park Way to Bertram Drive		11/10/23	KDW

TASK NO.	TASK DESCRIPTION	2023						2024					
		JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
		PROJECT ADMINISTRATION											
2.1	Project Management and Administration												
2.2	Project Meetings												
2.3	Topographic Survey												
2.4	Utility Coordination												
2.5	Final Plans, Specifications, and Estimates												
2.6	Permits												
2.7	Bidding and Contracting												



Legend

-  Water Main Replacement Relocation
-  VALVE
-  HYDRANT
- Water Main**
-  UNKNOWN WATER MAIN
- Diameter**
-  3" WATER MAIN AND SMALLER
-  4" WATER MAIN
-  6" WATER MAIN
-  8" WATER MAIN
-  10" WATER MAIN
-  12" WATER MAIN
-  16" WATER MAIN



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

DATE:	NOVEMBER 2023
PROJECT NO.:	YO1103
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2011\
FILE:	YO1103_2024 Water Main Contract 62M7.MXD

ROUTE 47 WATER MAIN RELOCATION LOCATION MAP





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



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: November 14, 2023
Subject: Rt 47 Improvements

This memo is to provide an update for the proposed Rt 47 improvements by IDOT. IDOT is planning the following projects:

Yorkville to Sugar Grove (\$110M)

This project is proposed to be broken into three separate construction contracts as follows:

- Kennedy Road to Water Park Way (Yorkville)
- Water Park Way to Jericho Road (Yorkville)
- Jericho Road to Cross Street

Final Plans are being developed for each section and have been submitted to the City for review. Construction schedules are currently being developed but could begin as early as late 2024.

Soon, IDOT will be providing agreements for the City to consider and approve to finalize the breakdown of costs and maintenance expectations.

Attached are high level exhibits that depict the proposed locations of grassed medians, shared-use paths and traffic signals.

In addition, we have identified several sections of conflicts with the City's water main and sanitary sewer infrastructure. In areas where the City has existing easements, the relocation cost will be paid for by IDOT. In the other areas that are within existing IDOT row, the cost will most likely have to be borne by the City. The area near the Wrigley facility would fall into this category.

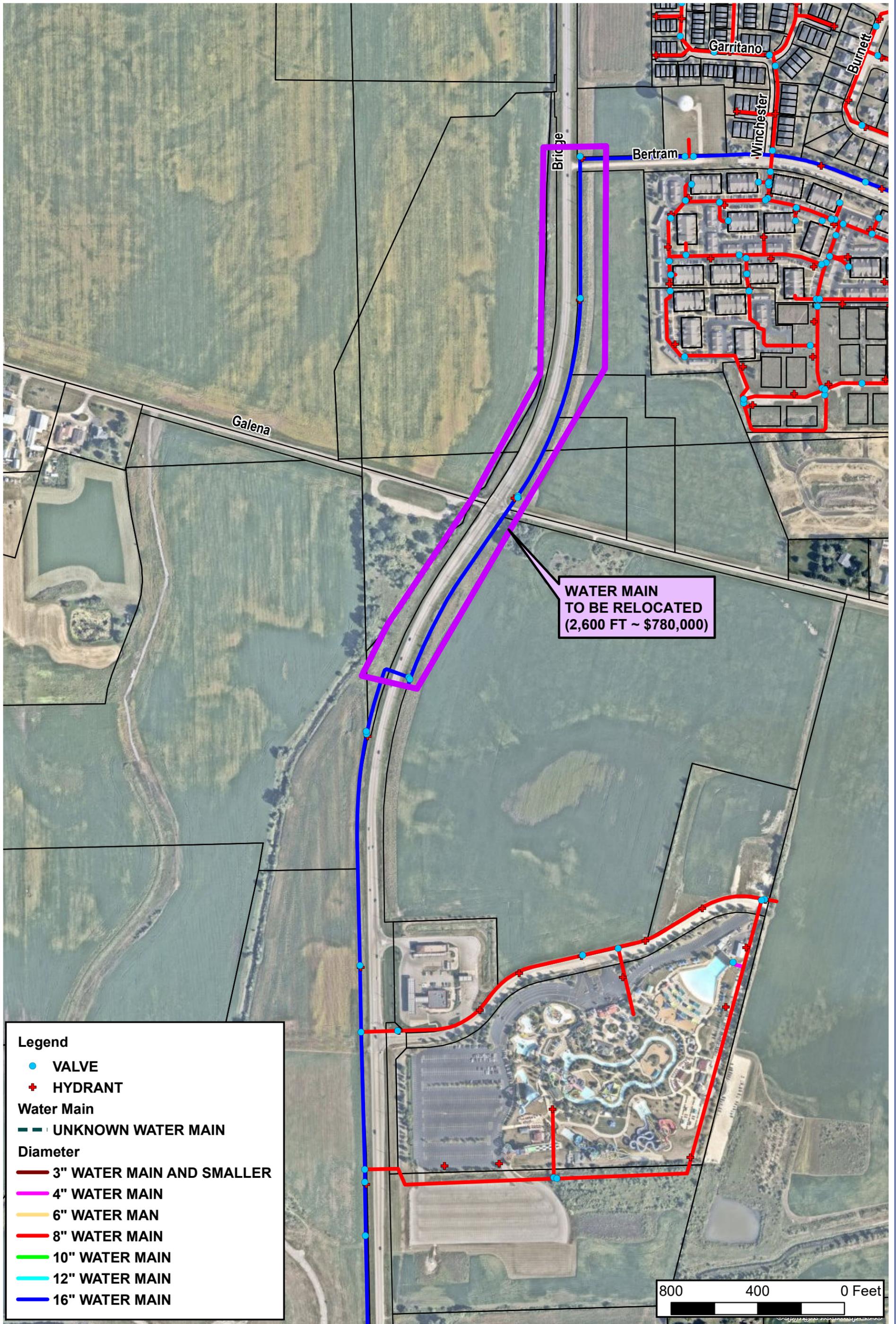
Caton Farm Road to Rt 71 (\$42M)

Final Plans are being developed and have been submitted to the City for review. Construction schedule is currently being developed but could begin as early as late 2024.

Soon, IDOT will be providing an agreement for the City to consider and approve to finalize the breakdown of costs and maintenance expectations.

Attached are high level exhibits that depict the proposed locations of grassed medians, shared-use paths and traffic signals.

In addition, we have identified several sections of conflicts with the City's water main infrastructure. It is likely that the cost will have to be borne by the City since the water main was constructed with existing IDOT row.



**WATER MAIN
TO BE RELOCATED
(2,600 FT ~ \$780,000)**

Legend

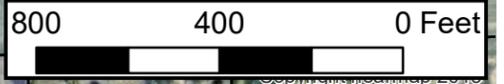
- VALVE
- ⊕ HYDRANT

Water Main

- UNKNOWN WATER MAIN

Diameter

- 3" WATER MAIN AND SMALLER
- 4" WATER MAIN
- 6" WATER MAIN
- 8" WATER MAIN
- 10" WATER MAIN
- 12" WATER MAIN
- 16" WATER MAIN





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 #7

Tracking Number

PW 2023-95

Agenda Item Summary Memo

Title: Center Street Water Main Extension Agreement

Meeting and Date: Public Works Committee – December 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: December 14, 2023
Subject: Center Street

Summary

Consideration of a design engineering contract with EEI for a watermain extension near Center Street for the YBSD plant expansion.

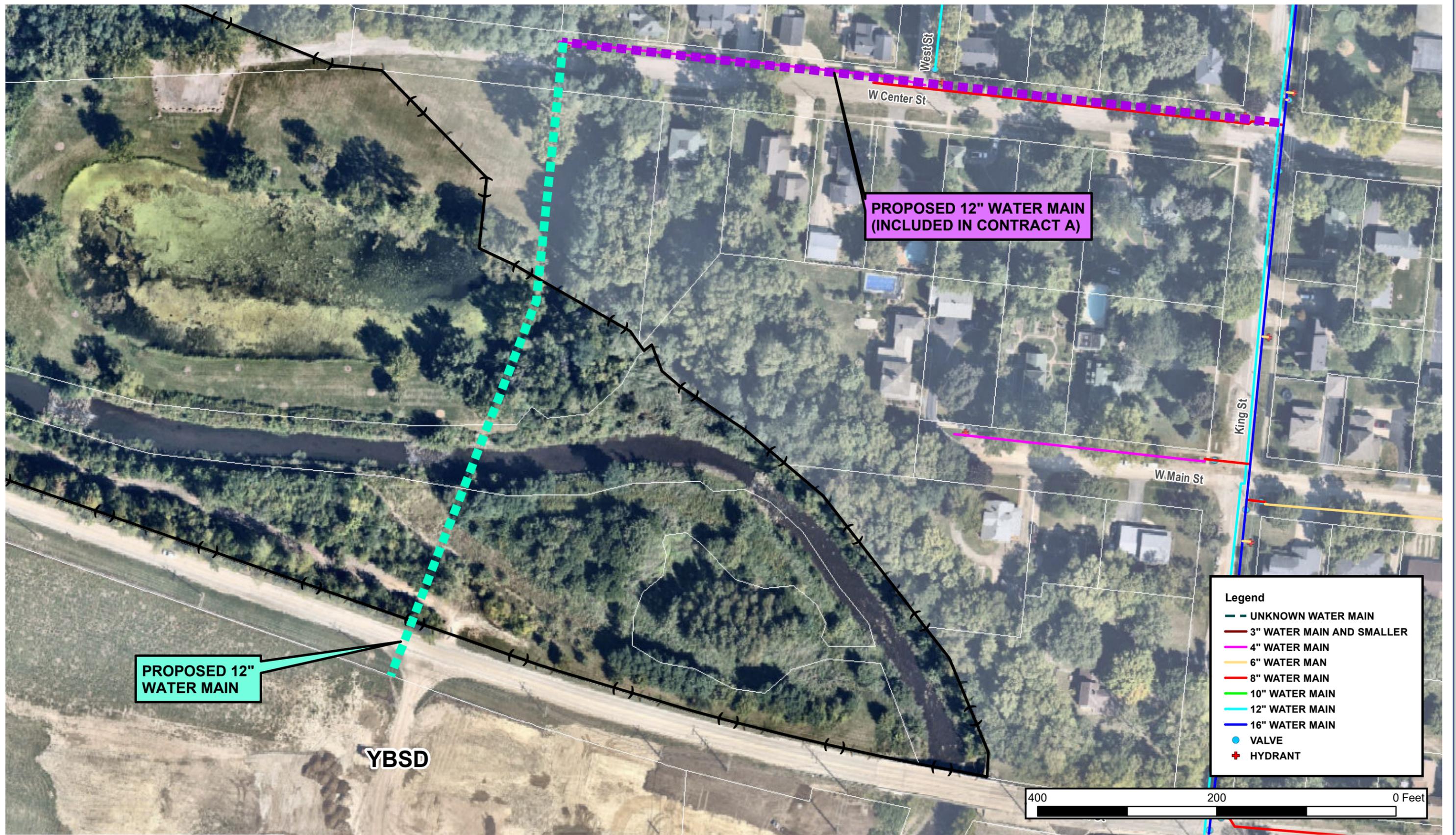
Background

YBSD is currently expanding their main facility to the west of their existing facility, and will need a new watermain extended from the western terminus of W Center Street south to the new YBSD facility entrance on River Road. This proposed watermain extension is needed by YBSD before September 2024, and so we are proposing to begin the design work now to complete the project according to YBSD's timelines. YBSD is responsible for paying for the design and construction cost of this watermain extension, and is drafting an intergovernmental agreement (IGA) which will secure that funding commitment. We expect the IGA to be complete in January for City Council review in January/February. In order to meet the required timelines, EEI has prepared a design engineering contract for this work.

The attached design engineering contract is for a fixed cost of \$96,990. While this contract must be executed and paid for by the City, YBSD is expected to reimburse the City for 100% of this cost.

Recommendation

The staff is comfortable with recommending authorization of the design engineering agreement with EEI, even if a formal commitment from YBSD for reimbursement of these costs has not been secured. If the City Council agrees, we would recommend authorizing the contract and beginning the design work. Alternatively, we could approve this design engineering contract contingent upon approval of the IGA with YBSD. We think we could delay the design engineering work through February with little risk to the deadline.

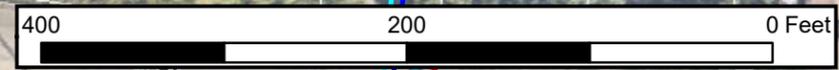


PROPOSED 12\"/>

PROPOSED 12\"/>

Legend

- UNKNOWN WATER MAIN
- 3" WATER MAIN AND SMALLER
- 4" WATER MAIN
- 6" WATER MAIN
- 8" WATER MAIN
- 10" WATER MAIN
- 12" WATER MAIN
- 16" WATER MAIN
- VALVE
- + HYDRANT



YBSD

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 60560
 www.yorkville.il.us

NO.	DATE	REVISIONS

DATE:	December 2023
PROJECT NO.:	YO2104
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2023\
FILE:	YO2104_YBSD Center Street W.M. Exhibit Attachment E

**CENTER STREET
 WATER MAIN EXHIBIT**

**ATTACHMENT E
 PROJECT LIMITS**



Agreement for Professional Services Center Street Water Main Extension

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

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment A. Design engineering will be provided for approximately 1,500 linear feet of water main improvements on Center Street extending to the future YBSD expansion location on River Street. (see Attachment E for project limits). Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Department of Transportation, and Illinois Environmental Protection Agency requirements.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

Contractor 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 B. Design Engineering will be paid for as a Fixed Fee (FF) in the amount of \$96,990. 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, Contractor, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.



E. Ownership of Records and Documents:

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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



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

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

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

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

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

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



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

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

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

J. Insurance:

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

K. Additional Terms or Modification:

The terms of this agreement shall be further modified as provided on the attached Exhibits. Except for those terms included on the Exhibits, no additional terms are



included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services

Attachment C: Estimated Level of Effort and Associated Cost

Attachment D: Estimated Project Schedule

Attachment E: Location Map

Attachment F: 2023 Standard Schedule of Charges

L. Notices:

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

For the United City of Yorkville:

City Administrator and City Clerk
United City of Yorkville
651 Prairie Pointe
Yorkville, IL 60560

For the Contractor:

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 _____, 2020.

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.



**Center Street Water Main Extension
United City of Yorkville, IL
Professional Services Agreement - Design Engineering**

Attachment B – Scope of Services

DESIGN ENGINEERING

2.1 Project Management and Administration

- Budget Tracking
- Management of Personnel and the Engineering Contract
- Coordination with the City and Other Regulatory Agencies (IEPA, USACE, IDNR)
- Coordination with YBSD
- Coordination with IDOT

2.2 Project Meetings

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

2.3 Topographic Survey

- Field Survey
- Drafting to Create Base File

2.4 Utility Coordination

- Design JULIE
- Plan Submission and Coordinate with Private Utilities

2.5 Final Plans, Specifications and Estimates

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

2.6 Permits

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

2.7 Bidding and Contracting

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



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

CLIENT		United City of Yorkville	
PROJECT TITLE		Center Street Water Main Extension	
		PREPARED BY	
		KDW	

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPE 2	PE	SPM	SPT 2	ST	PM	SPT 1	ADMIN	HOURS	COST
		RATE	\$239	\$204	\$192	\$162	\$227	\$167	\$135	\$167	\$156	\$70		
PROJECT ADMINISTRATION														
2.1	Project Management and Administration	-		18	2	-	-	-	-	-	-	-	20	\$ 4,056
2.2	Project Meetings		6	6	12	-	-	-	-	-	-	-	24	\$ 4,962
2.3	Topographic Survey		-	-	-	-	14	32	5	-	-	-	51	\$ 9,197
2.4	Utility Coordination		-	-	3	-	-	-	-	-	-	-	3	\$ 576
2.5	Final Plans, Specifications, and Estimates		4	26	120	-	-	-	-	20	80	-	250	\$ 45,120
2.6	Permits		-	18	21	1	-	-	-	4	8	-	52	\$ 9,782
2.7	Bidding and Contracting		-	9	10	8	-	-	-	-	-	6	33	\$ 5,472
Insert Task Subtotal:			10	77	168	9	14	32	5	24	88	6	433	\$ 79,165
PROJECT TOTAL:			10	77	168	9	14	32	5	24	88	6	433	79,165

DIRECT EXPENSES	
Mileage =	\$ -
Printing =	\$ 125
Wetland Delineation =	\$ 9,750
Environmental Assessment =	\$ 7,950
DIRECT EXPENSES =	\$ 17,825

LABOR SUMMARY	
EEI Labor Expenses =	\$ 79,165
TOTAL LABOR EXPENSES	\$ 79,165

TOTAL COSTS \$ 96,990

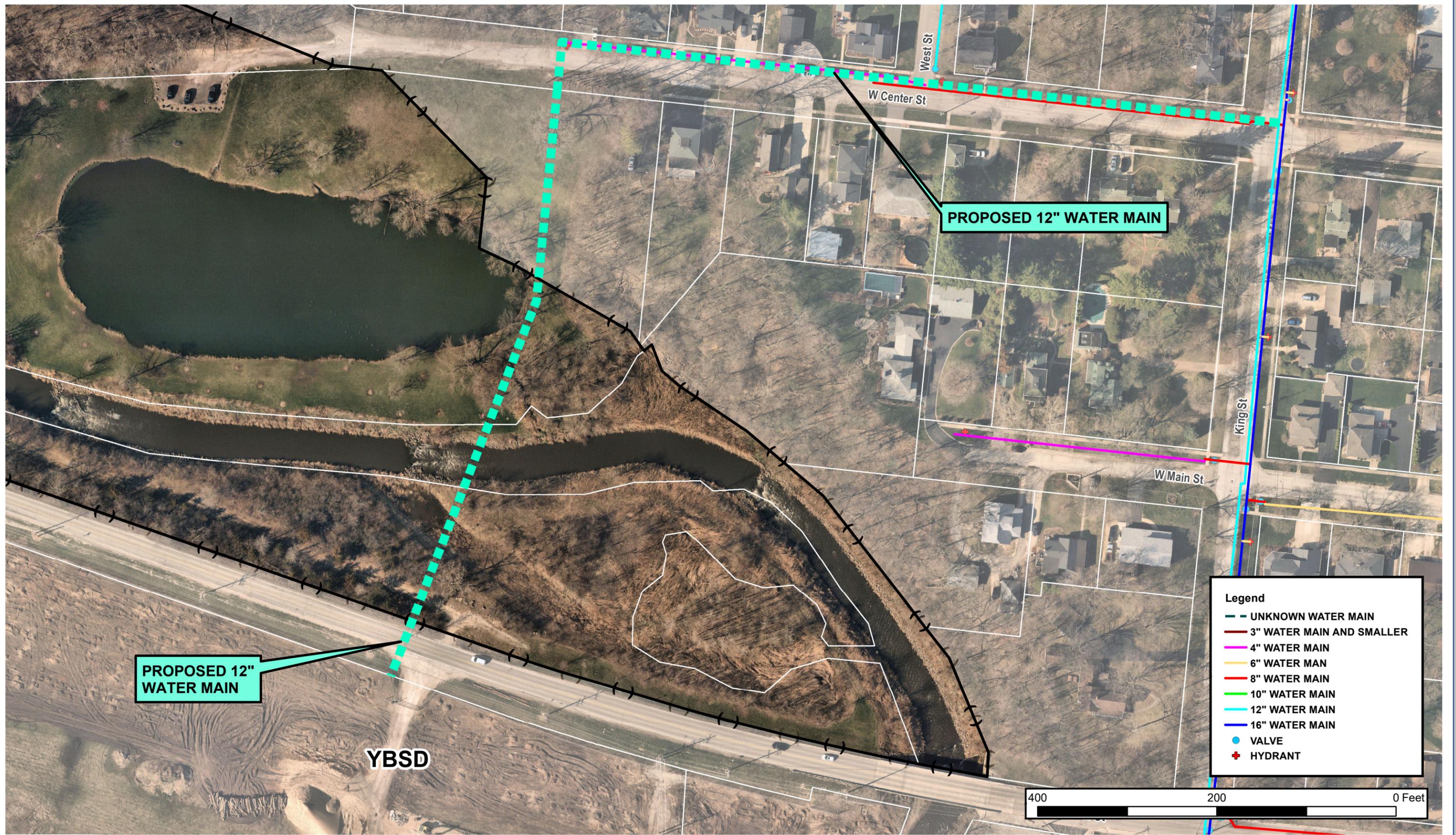


ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT							PROJECT NUMBER				
United City of Yorkville							YO2337				
PROJECT TITLE							DATE		PREPARED BY		
Center Street Water Main Extension							11/10/23		KDW		

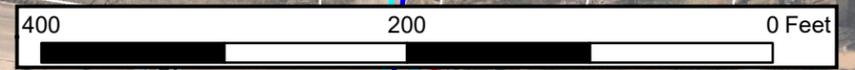
TASK NO.	TASK DESCRIPTION	2023						2024					
		JUNE	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
		PROJECT ADMINISTRATION											
2.1	Project Management and Administration												
2.2	Project Meetings												
2.3	Topographic Survey												
2.4	Utility Coordination												
2.5	Final Plans, Specifications, and Estimates												
2.6	Permits												
2.7	Bidding and Contracting												





Legend

- UNKNOWN WATER MAIN
- 3" WATER MAIN AND SMALLER
- 4" WATER MAIN
- 6" WATER MAIN
- 8" WATER MAIN
- 10" WATER MAIN
- 12" WATER MAIN
- 16" WATER MAIN
- VALVE
- + HYDRANT



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: JUNE 2023
 PROJECT NO.: YO2104
 BY: MJT
 PATH: H:\GIS\PUBLIC\YORKVILLE\2022
 FILE: YO2104_YBSD Center Street W.M Exhibit Attachment E

**CENTER STREET
 WATER MAIN EXHIBIT**

**ATTACHMENT E
 PROJECT LIMITS**





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

Agenda Item Number

New Business #8

Tracking Number

PW 2023-96

Agenda Item Summary Memo

Title: Lake Michigan Allocation Permit – Engineering Work – Change Order No. 1

Meeting and Date: Public Works Committee – December 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: December 14, 2023
Subject: Lake Michigan allocation permit – engineering agreement change order

Summary

Consideration of a change order with EEI for the Lake Michigan allocation permit work.

Background

This item was last discussed by the City Council in January 2022, when the City Council approved an engineering agreement with EEI for work related to acquiring a Lake Michigan allocation permit. With final approval of the permit expected from IDNR by the end of the calendar year, EEI has tallied up their hours spent on the permit work. Brad Sanderson has sent me an email (attached) itemizing around \$18,000 in additional cost over the original contract and motion approved by City Council for ~\$88,000. In general, the multiple hearings and versions of the application required by IDNR resulted many more hours of work than originally estimated by EEI and approved by the City. Since the City approved a motion for the contract which included total estimate and paid out on hourly work, we are bringing this true-up/change-order forward for City Council consideration.

Recommendation

Staff recommends approval of the change order with EEI for the Lake Michigan allocation permit work in the amount of \$18,288.

Bart Olson

From: Brad Sanderson <bsanderson@eeiweb.com>
Sent: Thursday, November 9, 2023 4:01 PM
To: Bart Olson
Cc: Rob Fredrickson
Subject: LM Allocation Application

Good afternoon Bart,

As you know, we appear to be at the end of the allocation application process. During the process, we incurred extra expenses outside of our original scope as it related to the Non-revenue Water Reduction Plan.

They are summarized as follows:

Non-revenue Water (NRW) Reduction Plan / Water System Improvement Plan Preparation

- ◆ Budget Review
 - ✓ Original Budget: \$13,992
 - ✓ Amount Spent: \$32,777
 - ✓ Over / (Under) Budget: **\$18,785**
- ◆ Contracted Scope Work Items
 - ✓ Summarize Historical Water Loss Audit Results
 - ✓ Summarize NRW Reduction Strategies and Actions
 - ✓ Define NRW Reduction Implementation Schedule
 - ✓ Report Review & Finalization
- ◆ Additional Scope Work Items
 - ✓ The original scope of service included the development of one NRW Reduction Plan. Based on feedback from IDNR and additional scrutiny, there were multiple revisions required. This was in effort to show a commitment to get below 10% water loss.
 - ✓ There were several additional meetings as part of the revised NRW Reduction Plan strategy development process.
 - ✓ During the additional evaluation of NRW reduction strategies, there was a significant amount of work to determine which water main was pre-1970 and then cost estimates were developed to determine the cost to replace them. Water main break analysis was also required by the IDNR.
 - ✓ A presentation that summarized IDNR's demands and the recommended NRW reduction program was developed and presented to the City Council.

Direct Expenses

- ◆ Budget Review
 - ✓ Original Budget: \$4,350
 - ✓ Amount Spent: \$8,050
 - ✓ Over / (Under) Budget: **\$3,700**
- ◆ Contracted Scope Work Items
 - ✓ Estimated printing and postage for two submittals to the IDNR
- ◆ Additional Scope Work Items
 - ✓ Printing and postage for one additional submittal to the IDNR

There were two line items where we came in below estimate for a total of \$4,197.

Therefore we are requesting consideration for the following:

Non-revenue and Direct Expenses	\$22,485
Credit	(\$4,197)
Total	18,288

The original contract (\$88,800) was based on an estimate for time and materials. If you are in agreement with the above, we would bill no higher than \$107,088.

If you need additional detail, we certainly can provide.

This was an item that was forecasted and noted in the CIP. I believe Rob had budgeted accordingly.

We appreciate your consideration.

Thanks.

BRADLEY P. SANDERSON, PE

Chief Operating Officer / President



bsanderson@eeiweb.com

Direct: 630.466.6720 / Cell: 630.816.0957 / Main: 630.466.6700

52 Wheeler Rd, Sugar Grove, IL 60554

eeiweb.com



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Engineering Enterprises, Inc.

CHANGE ORDER

To: United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560

Change Order Number: 1
Change Order Date: November 27, 2023

Project Name: **Lake Michigan Allocation
Permit Application**

Project Number: YO2150-P

Contact Person: Bart Olson, City Administrator

<u>Description of Work / Scope Change / Reason for Change</u>	<u>Value of Change (Amount)</u>
Revisions to NRW Reduction / Water System Improvement Plan per IDNR	\$18,288.00 LS
<ul style="list-style-type: none"> • Additional meetings as part of the Revised NRW Reduction Plan strategy development process • Determination of water main(s) pre-1970 and development of cost estimates for replacement of old water mains • Water main break analysis • Preparation and presentation at City Council of IDNR's demands and the recommended NRW Reduction Program 	

Original Contract Value	\$ 88,800.00
Net change by previous authorized Change Orders	\$ 0.00
Contract Value prior to the Change Order	\$ 88,800.00
Value of this Change Order	\$ 18,288.00
New Contract Value	\$ 107,088.00

Authorized by:
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, IL 60554

Authorized by Owner/Client/Agent:
United City of Yorkville
651 Prairie Pointe Drive
Yorkville, IL 60560

By: Brad Sanderson

By: _____

Date: _____

Date: _____



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

Public Works Committee #3

Tracking Number

PW 2021-74

Agenda Item Summary Memo

Title: Lake Michigan Allocation – Engineering Agreement

Meeting and Date: City Council – January 11, 2022

Synopsis: _____

Council Action Previously Taken:

Date of Action: PW – 12/16/21 Action Taken: Moved forward to City Council agenda.

Item Number: PW 2021-74

Type of Vote Required: Majority

Council Action Requested: Approval

Submitted by: Bart Olson
Name

Administration
Department

Agenda Item Notes:



Memorandum

To: City Council
From: Bart Olson, City Administrator
CC:
Date: January 6, 2022
Subject: Lake Michigan allocation permit – engineering agreement

Summary

Consideration of an engineering agreement with EEI for assistance with the City's Lake Michigan allocation permit application.

Background

This item was reviewed by the Public Works Committee the December 21, 2021 meeting, and recommended it for approval. In general, this is an engineering agreement covering EEI's time gathering materials and participating in the City's upcoming application into the IDNR for a Lake Michigan water allocation permit. This is one of the components of the City Council's approval of Lake Michigan as a preferred water source.

The work is expected to be complete throughout 2022, hopefully culminating in an approved allocation permit by the IDNR in late 2022. As a point of reference, EEI just participated in Joliet's successful Lake Michigan allocation permit. The City is working with Oswego and Montgomery staff, including shared attorney Irene Caminer, on this process. Attorney Caminer's fees will be separate from this EEI agreement and are unspecified at this time.

Recommendation

Staff recommends approval of the engineering agreement with EEI for assistance with the City's Lake Michigan allocation permit application.

**Agreement for Professional Services
United City of Yorkville, Kendall County, IL
Lake Michigan Allocation Permit Application**

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 engineering services for the Lake Michigan Allocation Permit Application as indicated on Attachment C.

B. Term:

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

C. Compensation and maximum amounts due to Contractor:

Contractor shall receive as compensation for all work and services to be performed herein based on a time and material basis. The Estimate of Level of Effort and Associated Cost, included as Attachment C, suggests the budget for the Contractor's services to be \$88,800. 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, Contractor, on or before February 1st of every given year, shall provide written notice of any change in the rates specified in Attachment C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

E. Ownership of Records and Documents:

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

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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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

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

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

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

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

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

J. Insurance:

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

K. Additional Terms or Modification:

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

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services

Attachment C: Estimated Level of Effort and Associated Cost

Attachment D: Anticipated Project Schedule

Attachment E: 2021 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 Contractor:

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

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

Agreed to this ____ day of _____, 2022.

United City of Yorkville

Engineering Enterprises, Inc.:

John Purcell
Mayor

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

Jori Behland
City Clerk

Jeffrey W. Freeman, P.E. CFM, LEED AP
Chief Executive Officer

Attachment A:

STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other

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

Termination: This Agreement may be terminated for convenience, without cause, upon seven (7) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

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

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

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

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

Force Majeure: Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure

continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

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

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

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

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

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

Attachment B:

SCOPE OF SERVICES

Introduction:

The United City of Yorkville, along with its Waterlink partners (Villages of Montgomery and Oswego), have selected Lake Michigan as their long-term sustainable water source. The City will need to secure a Lake Michigan Allocation in order to utilize it as their water source. The City would like to proceed with an application for a Lake Michigan allocation with the ultimate goal of receiving an allocation permit. The scope of services for this project includes the development of the application and its supplementary components, as well as consultation services throughout the submittal development and hearing process.

The proposed work items for this project are as follows:

PROJECT FACILITATION & STATUS REVIEW PROJECT TEAM MEETINGS

- 0.1 Project Administration
- 0.2 Data Collation & Status Review Meetings (3 Online Meetings)
- 0.3 Waterlink Coordination Meetings (2 Online Meetings)
- 0.4 Pre-Application Meeting With IDNR (Online)

APPLICATION PREPARATION

- 1.1 Coordinate Information Collation
- 1.2 Summarize Data
- 1.3 Input Data Into Application
- 1.4 Application Review & Finalization

REPORT IN SUPPORT OF APPLICATION PREPARATION

- 2.1 Develop Existing & Proposed Wastewater Discharge Location Map
- 2.2 Summarize Water Demand Projections
- 2.3 Summarize Existing Water Works System
- 2.4 Summarize Proposed System
- 2.5 Summarize Conservation Practices
- 2.6 Summary Implementation Schedule
- 2.7 Report Review & Finalization

NONREVENUE REDUCTION PLAN PREPARATION

- 3.1 Summarize Historical Water Loss Audit Results
- 3.2 Summarize NRW Reduction Strategies and Actions
- 3.3 Define NRW Reduction Implementation Schedule
- 3.4 Report Review & Finalization

TESTIMONY PREPARATION

- 4.1 Review and Edit Testimony

HEARING PROCESS

- 5.1 Pre-Hearing Notification

- 5.2 Pre-Hearing Preparation & Pre-Hearing
- 5.3 Application Package Revisions
- 5.4 Application Package Response Testimony
- 5.5 Hearing Preparation & Hearing

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

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

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2150-P	
PROJECT TITLE		DATE	PREPARED BY
Lake Michigan Allocation Permit Application		12/16/21	JWF

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	PM	PE	PE	GIS Tech	ADMIN	HOURS	COST
		PERSON	BPS	JWF	MLP	ALI	KAM	MJT	DRA		
		RATE	\$217	\$217	\$212	\$147	\$147	\$100	\$70		
PROJECT FACILITATION & STATUS REVIEW PROJECT TEAM MEETINGS											
0.1	Project Administration		6	12						18	\$ 3,906
0.2	Data Collation & Status Review Meetings (3 Online Meetings)		3	9	3	3				18	\$ 3,681
0.3	Waterlink Coordination Meetings (2 Online Meetings)		2	4						6	\$ 1,302
0.4	Pre-Application Meeting With IDNR (Online)		2	6	2	2				12	\$ 2,454
Project Facilitation & Project Team Meetings Subtotal:			13	31	5	5	-	-	-	54	\$ 11,343

APPLICATION PREPARATION											
1.1	Coordinate Information Collation		2	6	6	6				20	\$ 3,890
1.2	Summarize Data		1	4	4	30	10			49	\$ 7,813
1.3	Input Data Into Application		1	4	4	20	8			37	\$ 6,049
1.4	Application Review & Finalization		2	6	4	6			2	20	\$ 3,606
Application Preparation Subtotal:			6	20	18	62	18	-	2	126	\$ 21,358

REPORT IN SUPPORT OF APPLICATION PREPARATION											
2.1	Develop Existing & Proposed Wastewater Discharge Location Map			1		6		4		11	\$ 1,499
2.2	Summarize Water Demand Projections			2		6				8	\$ 1,316
2.3	Summarize Existing Water Works System			1		6		2		9	\$ 1,299
2.4	Summarize Proposed System			2		6		4		12	\$ 1,716
2.5	Summarize Conservation Practices			1		3				4	\$ 658
2.6	Summary Implementation Schedule			1		3				4	\$ 658
2.7	Report Review & Finalization		2	4		12			2	20	\$ 3,206
Report in Support of Application Preparation Subtotal:			2	12	-	42	-	10	2	68	\$ 10,352

NONREVENUE REDUCTION PLAN PREPARATION											
3.1	Summarize Historical Water Loss Audit Results			2	4		10			16	\$ 2,752
3.2	Summarize NRW Reduction Strategies and Actions		2	2	6		14	4		28	\$ 4,598
3.3	Define NRW Reduction Implementation Schedule		2	2	6		4			14	\$ 2,728
3.4	Report Review & Finalization		2	2	4		14		2	24	\$ 3,914
Nonrevenue Reduction Plan Preparation Subtotal:			6	8	20	-	42	4	2	82	\$ 13,992

TESTIMONY PREPARATION											
4.1	Review and Edit Testimony		4	4		4				12	\$ 2,324
Testimony Preparation Subtotal:			4	4	-	4	-	-	-	12	\$ 2,324

HEARING PROCESS											
5.1	Pre-Hearing Notification		1	2		2			4	9	\$ 1,225
5.2	Pre-Hearing Preparation & Pre-Hearing		12	12		12				36	\$ 6,972
5.3	Application Package Revisions		2	6		16				24	\$ 4,088
5.4	Application Package Response Testimony		2	6		12				20	\$ 3,500
5.5	Hearing Preparation & Hearing		16	16		16				48	\$ 9,296
Hearing Process Subtotal:			33	42	-	58	-	-	4	137	\$ 25,081

PROJECT TOTAL:		64	117	43	171	60	14	10	479	84,450
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EEl STAFF

BPS Bradley P. Sanderson, P.E.
 JWF Jeffrey W. Freeman, P.E., CFM, LEEP AP
 TGH Michele Piotrowski, P.E., LEED AP
 ALI Ali Ghassemmi, Ph.D, E.I.
 KAM Kamelia Afshinnia, Ph.D, E.I.
 MJT Matthew J. Taylor
 DRA Deborah R. Anderson

DIRECT EXPENSES

Printing/Scanning =	\$ 250
Mileage =	\$ 100
Illinois State Water Survey =	\$ 4,000
DIRECT EXPENSES =	\$ 4,350

LABOR SUMMARY

EEl Labor Expenses =	\$ 84,450
TOTAL LABOR EXPENSES	\$ 84,450

TOTAL COSTS	\$ 88,800
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ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2150-P	
PROJECT TITLE		DATE	PREPARED BY
Lake Michigan Allocation Permit Application		12/16/21	JWF

TASK NO.	TASK DESCRIPTION	2022												
		JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
		PROJECT FACILITATION & STATUS REVIEW PROJECT TEAM MEETINGS												
0.1	Project Administration													
0.2	Data Collation & Status Review Meetings (3 Online Meetings)													
0.3	Waterlink Coordination Meetings (2 Online Meetings)													
0.4	Pre-Application Meeting With IDNR (Online)													
APPLICATION PREPARATION														
1.1	Coordinate Information Collation													
1.2	Summarize Data													
1.3	Input Data Into Application													
1.4	Application Review & Finalization													
REPORT IN SUPPORT OF APPLICATION PREPARATION														
2.1	Develop Existing & Proposed Wastewater Discharge Location Map													
2.2	Summarize Water Demand Projections													
2.3	Summarize Existing Water Works System													
2.4	Summarize Proposed System													
2.5	Summarize Conservation Practices													
2.6	Summary Implementation Schedule													
2.7	Report Review & Finalization													
NONREVENUE REDUCTION PLAN PREPARATION														
3.1	Summarize Historical Water Loss Audit Results													
3.2	Summarize NRW Reduction Strategies and Actions													
3.3	Define NRW Reduction Implementation Schedule													
3.4	Report Review & Finalization													
TESTIMONY PREPARATION														
4.1	Review and Edit Testimony													
HEARING PROCESS														
5.1	Pre-Hearing Notification													
5.2	Pre-Hearing Preparation & Pre-Hearing													
5.3	Application Package Revisions													
5.4	Application Package Response Testimony													
5.5	Hearing Preparation & Hearing													





Standard Schedule of Charges

January 1, 2021

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$217.00
Principal	E-3	\$212.00
Senior Project Manager	E-2	\$206.00
Project Manager	E-1	\$185.00
Senior Project Engineer/Planner/Surveyor II	P-6	\$174.00
Senior Project Engineer/Planner/Surveyor I	P-5	\$162.00
Project Engineer/Planner/Surveyor	P-4	\$147.00
Senior Engineer/Planner/Surveyor	P-3	\$135.00
Engineer/Planner/Surveyor	P-2	\$123.00
Associate Engineer/Planner/Surveyor	P-1	\$110.00
Senior Project Technician II	T-6	\$158.00
Senior Project Technician I	T-5	\$147.00
Project Technician	T-4	\$135.00
Senior Technician	T-3	\$123.00
Technician	T-2	\$110.00
Associate Technician	T-1	\$ 97.00
GIS Technician	G-1	\$100.00
Engineering/Land Surveying Intern	I-1	\$ 79.00
Administrative Assistant	A-3	\$ 70.00

VEHICLES, REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation		\$ 15.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White) \$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$ 200.00
Expert Testimony		\$ 250.00