



**United City of Yorkville**  
651 Prairie Pointe Drive  
Yorkville, Illinois 60560  
Telephone: 630-553-4350  
[www.yorkville.il.us](http://www.yorkville.il.us)

AGENDA  
**PUBLIC WORKS COMMITTEE MEETING**  
**Tuesday, February 20, 2024**  
**6:00 p.m.**  
East Conference Room #337  
651 Prairie Pointe Drive, Yorkville, IL

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**Citizen Comments:**

**Minutes for Correction/Approval:** January 16, 2024

**New Business:**

1. PW 2024-14 Snow Operations Report
2. PW 2024-15 Ashley Road Improvements – Acceptance
3. PW 2024-16 Lake Michigan Improvements – IEPA Project Plan PEID
4. PW 2024-17 2024 Local Road Program – Design Engineering Agreement
5. PW 2024-18 Well No. 10 – Contract Award
6. PW 2024-19 Well No. 10 – Construction Engineering Agreement
7. PW 2024-20 Well No. 10 Raw Water Main Improvements – Contract Award
8. PW 2024-21 Well No. 10 Raw Water Main Improvements – Construction Engineering Agreement

**Old Business:**

**Additional Business:**

UNITED CITY OF YORKVILLE  
WORKSHEET  
**PUBLIC WORKS COMMITTEE**  
**Tuesday, February 20, 2024**  
**6:00 PM**  
CITY HALL CONFERENCE ROOM

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**CITIZEN COMMENTS:**

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**MINUTES FOR CORRECTION/APPROVAL:**

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1. January 16, 2024

- ☐ Approved \_\_\_\_\_
- ☐ As presented
- ☐ With corrections

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**NEW BUSINESS:**

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1. PW 2024-14 Snow Operations Report

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

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2. PW 2024-15 Ashley Road Improvements – Acceptance

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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3. PW 2024-16 Lake Michigan Improvements – IEPA Project Plan PEID

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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4. PW 2024-17 2024 Local Road Program – Design Engineering Agreement

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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5. PW 2024-18 Well No. 10 – Contract Award

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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6. PW 2024-19 Well No. 10 – Construction Engineering Agreement

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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\_\_\_\_\_

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7. PW 2024-20 Well No. 10 Raw Water Main Improvements – Contract Award

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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8. PW 2024-21 Well No. 10 Raw Water Main Improvements – Construction Engineering Agreement

☐ Moved forward to CC \_\_\_\_\_

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

\_\_\_\_\_

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**ADDITIONAL BUSINESS:**

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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 – January 16, 2024

**Meeting and Date:** Public Works Committee – February 20, 2024

**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:

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**UNITED CITY OF YORKVILLE  
PUBLIC WORKS COMMITTEE  
Tuesday, January 16, 2024, 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  
Engineer Brad Sanderson, EEI

Assistant City Administrator Erin Willrett  
Public Works Director Eric Dhuse

**Other Guests:**

Mr. Chris Hansen, Kluber Inc.

Jeff Bruns, Kluber, Inc.

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

**Citizen Comments:** None

**Previous Meeting Minutes:** December 19, 2023

The minutes were approved as presented on a unanimous voice vote.

**New Business:**

***1. PW 2024-01 Snow Operations Report***

Mr. Dhuse said he will give a full report at the next meeting as he is still collecting data following the recent snowstorms. He said over 400 manhours and 3 full crews were used to move the snow. There are currently 4 big trucks of the 9 total, that are out of service, but expected to be up and running soon. He explained some of the problems which were mainly mechanical and some due to equipment age. He said they are working with a new business that has given Public Works priority for mechanical issues and they also have a mobile unit that responds quickly. New trucks are scheduled to be delivered in March.

***2. PW 2024-02 Capital Improvement Projects Update***

Mr. Sanderson said there are several projects coming up from a letting perspective. He noted that a water main replacement project will be discussed later in the meeting. This is informational.

***3. PW 2024-03 Quarterly Bond and Letter of Credit Reduction Summary***

There was much activity in 2023 and Mr. Sanderson said this report summarizes those actions. This is informational.

***4. PW 2024-04 Grande Reserve Unit 12 - Acceptance***

***5. PW 2024-05 Grande Reserve Unit 15 - Acceptance***

***6. PW 2024-06 Grande Reserve Unit 22 - Acceptance***

These items were discussed simultaneously. Mr. Sanderson reported that all punchlists and sidewalks are done.

He recommended acceptance of all 3 and also a bond reduction. These will all move to the consent agenda.

**7. PW 2024-07 New Leaf Energy – Plat of Dedication and Grant of Easement**

The City Council has approved the annexation and rezoning for this project. Engineering/site plans, dedicated right-of-way and internal easements for the city are being worked on and Mr. Sanderson recommended acceptance of the related documents. This will move to the Council consent agenda.

**8. PW 2024-08 2024 Road to Better Roads – MFT Resolution and Cost Estimate**

This project is brought forward annually. Submittals have been made to IDOT which is a requirement and IDOT must approve prior to the city going out to bid. The cost estimate and resolution must be approved and signed by the city. The budgeted amount is \$1 million and approval was recommended by Mr. Sanderson. Alderman Koch said in the past, the city discussed spending additional money--this would be done during the budget process.

**9. PW 2024- 09 North Central Tank Rehabilitation – Change Order No. 3 (Final Balancing)**

The final balance decreased by \$40,000 and Mr. Sanderson recommended approval of the Change Order. The committee was OK with this and it moves forward to the Council consent agenda.

**10. PW 2024-10 2024 Water Main Replacement Contract B (Fox Industrial Park) – Contract Award**

Mr. Sanderson said this is the first of many water main projects for this year. He said Contract B is ahead of Contract A regarding the letting schedule. This project will replace the water main in Fox Industrial Park which has had many breaks over the years. There were 10 bidders and the low bid at \$2.7 million was received from Winner Excavating. The committee was OK with this and it moves forward to the regular Council agenda.

**11. PW 2024-11 2024 Water Main Replacement Contract B (Fox Industrial Park) – Construction Engineering Agreement**

Mr. Olson said this is the engineering agreement with EEI to coordinate the work for the Fox Industrial project. The estimated amount is \$235,234 which is budgeted and was recommended for approval. The committee members were OK with this agreement and it moves to the regular Council agenda.

**12. PW 2024-12 Yorkville Public Works Building – Architect Contract with Kluber, Inc.**

**13. PW 2024-13 Yorkville Public Works Building – Agreement for Professional Services (EEI Contract)**

These 2 items were discussed together. Mr. Olson summarized the next steps for the new Public Works building. They include detailed design work, building size, money to be spent, bids and construction. He recommended hiring a construction manager and a July 2025 completion date is projected. There will be 2 contracts, one with Kluber and one with EEI. EEI will do some design work for the building exterior, while Kluber will be the main design firm. He noted that two Kluber representatives were present at this meeting.

He discussed the EEI contract first which will be 2 phases—preliminary work at \$76,221 and final engineering at \$107,000. He gave an in-depth explanation of the building interior. He said it would be a rectangle making it easier to expand and more plain on the exterior to save money. In the next 3-4 months, it will be decided what the building will look like and the money to be spent. Construction is slated to start in September 2024.

The fee for Kluber is \$1.362 million with a credit of \$17,600 for work already done. The entire contract is based on hiring a construction manager in February or March to manage all the construction aspects and to hire the sub-contractors. Kluber will be the design architects. The overall process will include hiring a construction company, RFP documents to construction management firms, interviews and the Council will vote to approve.

Mr. Chris Hansen also commented and said they are doing many Public Works buildings at this time. They will ask the construction management team to obtain 3-4 public bids for each package for competitive bidding. This will streamline the process and require accountability. Kluber and EEI will act as advocates for the city. He said Kluber personnel could come to committee meetings or City Council each month for an update.



Mr. Olson continued and said the next steps for the Council is construction manager approval and a sign-off on the design and budget. He said this contract covers everything, but decisions will be made along the way and the project may be paused for a better bid climate.

Alderman Koch asked for clarifications on some of the fees and asked about the construction manager fee estimate. Mr. Hansen said the construction manager fee is negotiated and gave an explanation. Mr. Hansen also said his firm will try to reduce the budget from \$22 million budget to \$20 million for this phase by making the building more compact and use a simple design. He hopes they can bid the project in August when the bidding climate is more favorable. Aldermen Corneils and Soling asked Mr. Dhuse to relay any feedback the Public Works employees may have. Additionally, Kluber team members have met with many of the Public Works employees already.

The Aldermen agreed to move this item out of the committee level and to the full City Council.

**Old Business:** None

**Additional Business:**

The Aldermen extended their thanks to the Public Works employees for their good work getting the streets plowed during the multiple snow events. Mr. Dhuse said 400 tons of salt have been used and there are 1,600 tons left. In the future building, 3,000 tons of salt can be stored in the new salt dome. He said the county has 2,500 tons of storage. If additional storage would be needed in the future, another facility would be built. Mr. Hansen noted there are only 2 salt dome constructors in the Midwest.

There was no further business and the meeting adjourned at 6:44pm.

Minutes respectfully transcribed by  
Marlys Young, Minute Taker



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

Agenda Item Number

New Business #1

Tracking Number

PW 2024-14

### Agenda Item Summary Memo

**Title:** Snow Operations Report for January 2024

**Meeting and Date:** Public Works Committee – February 20, 2024

**Synopsis:** A brief overview of snow removal and salting operations.

### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** None

**Council Action Requested:** Informational

**Submitted by:** Eric Dhuse Public Works  
Name Department

### Agenda Item Notes:

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# Memorandum

To: Public Works Committee  
From: Eric Dhuse, Director of Public Works  
CC: Bart Olson, City Administrator  
Date: February 12, 2024  
Subject: Snow Report

## Summary

This is the first snow report of the season...and hopefully the only one.

## Background

We have been very fortunate this winter to only have a few weeks of bad weather that we had to perform snow removal operations. Unfortunately, the weather we experienced was all over the board from heavy, wet snow to sub zero temperatures with 30 mph winds. All in all, our fleet performed well with only a few breakdowns that had little impact on the overall snow removal.

I have inserted the tables for salt usage so far this season for your review.

Snow Operations Salt and Brine Data 2023-2024									
Snow Event Date		1/6,1/9, 1/10					Set to		
Date of Recording		1/10/2024					Salt	Varies	
G-Temp							Brine	ON	
Recorder		ED							
	Total Miles	Average	Salt	Lbs of	Lbs of	Brine	Gallons of	Gal Brine/	Tons of
RT-Truck ID	Driven	MPH	Miles	Salt Used	Salt/Mi.	Miles	Brine Used	Ton Salt	Salt Used
R1-#9	161	9.0	75.00	32678	435.71	32	94	5.75	16.34
R2-#27	205	13.0	120.00	57735	481.13	28	118	4.09	28.87
R3-#10	178	13.0	118.00	54904	465.29	0	0		27.45
R4-#13	230	11.0	176.00	66789	379.48	0	0		33.39
R5-#23	196	10.0	115.00	46220	401.91	30	45	1.95	23.11
R6-#18	183	9.0	123.00	57160	464.72	29	84	2.94	28.58
R7-#28	165	7.0	94.00	38755	412.29	0	0	0.00	19.38
R8-#22	153	8.0	93.00	37498	403.20	0	0		21.83
R9-#11	160	7.0	102.00	43661	428.05	30	118	5.41	21.83
R7-#3	183	9	94.00	47000	500				23.5
R7-#14	183	9	94.00	47000	500				24
R6-#6	196	10	115	57500	500				29
R3-#19	178	13	118	59000	500				30
Total	1814.0	10	1016.0	645900	430.20	149	459	3.36	326.03

Snow Operations Salt and Brine Data 2023-2024									
Snow Event Date	1/12, 1/13						Set to		
Date of Recording							Salt	Varies	
G-Temp							Brine	ON	
Recorder	ED								
	Total Miles	Average	Salt	Lbs of	Lbs of	Brine	Gallons of	Gal Brine/	Tons of
RT-Truck ID	Driven	MPH	Miles	Salt Used	Salt/Mi.	Miles	Brine Used	Ton Salt	Salt Used
R1-#9	114	14.0	61.00	37015	606.80	61	212	11.45	18.51
R2-#27	106	5.0	69.00	40610	588.55	10	11	0.54	20.31
R3-#10	236	6.0	70.00	43595	622.79	0	0		21.80
R4-#13	181	7.0	78.00	39633	508.12	0	0		19.82
R5-#23	103	13.0	72.00	42255	586.88	72	245	11.60	21.13
R6-#18	113	10.0	67.00	39052	582.87	67	140	7.17	19.53
R7-#28	80	7.0	47.00	26918	572.72	46	182	13.52	13.46
R8-#22	0	0.0	0.00	0		0	0		0.00
R9-#11	89	3.0	56.00	32944	588.29	0	0	0.00	16.47
R7-#3	113	10	47.00	23500	500				11.75
R7-#14	113	10	47.00	23500	500				12
R6-#6	103	13	72	36000	500				18
R3-#19	236	6	70	35000	500				18
Total	1135.0	7	520.0	420022	582.13	256	790	7.38	210.01

Snow Operations Salt and Brine Data 2023-2024									
Snow Event Date	1/19, 1/20, 1/22						Set to		
Date of Recording							Salt	Varies	
G-Temp							Brine	ON	
Recorder	ED								
	Total Miles	Average	Salt	Lbs of	Lbs of	Brine	Gallons of	Gal Brine/	Tons of
RT-Truck ID	Driven	MPH	Miles	Salt Used	Salt/Mi.	Miles	Brine Used	Ton Salt	Salt Used
R1-#9	478	9.0	181.00	99474	549.58	89	323	6.49	49.74
R2-#27	444	10.0	245.00	160355	654.51	79	419	5.23	80.18
R3-#10	253	9.0	159.00	87012	547.25	0	0		43.51
R4-#13	492	6.0	350.00	170208	486.31	0	0		85.10
R5-#23	398	10.0	215.00	125400	583.26	167	527	8.41	62.70
R6-#18	528	10.0	228.00	147717	647.88	113	452	6.12	73.86
R7-#28	389	10.0	205.00	112020	546.44	99	313	5.59	56.01
R8-#22	388	8.0	128.00	72465	566.13	0	0		36.23
R9-#11	487	12.0	230.00	125347	544.99	140	588	9.38	62.67
R7-#3	528	10	205.00	102500	500				51.25
R7-#14	528	10	205.00	102500	500				51
R6-#6	398	10	215	107500	500				54
R3-#19	253	9	159	79500	500				40
Total	4385.0	9	1941.0	1491998	569.59	687	2622	6.87	746.00

Snow Operations Salt and Brine Data 2023-2024									
Snow Event Date		23-Jan					Set to		
Date of Recording							Salt	Varies	
G-Temp							Brine	ON	
Recorder	ED								
	Total Miles	Average	Salt	Lbs of	Lbs of	Brine	Gallons of	Gal Brine/	Tons of
RT-Truck ID	Driven	MPH	Miles	Salt Used	Salt/Mi.	Miles	Brine Used	Ton Salt	Salt Used
R1-#9	122	8.0	71.00	41185	580.07	30	123	5.97	20.59
R2-#27	92	9.0	65.00	43375	667.31	32	203	9.36	21.69
R3-#10	75	5.0	54.00	37060	686.30	0	0		18.53
R4-#13	123	8.0	94.00	20343	216.41	0	0		10.17
R5-#23	32	7.0	26.00	13546	521.00	0	0	0.00	6.77
R6-#18	119	10.0	72.00	44446	617.31	30	132	5.94	22.22
R7-#28	77	10.0	53.00	31605	596.32	3	13	0.82	15.80
R8-#22	128	7.0	37.00	22877	618.30	0	0		11.44
R9-#11	95	10.0	39.00	25950	665.38	28	127	9.79	12.98
R7-#3	119	10	53.00	26500	500				13.25
R7-#14	119	10	53.00	26500	500				13
R6-#6	32	7	26	13000	500				7
R3-#19	75	5	54	27000	500				14
Total	982.0	8	511.0	373387	574.27	123	598	5.31	186.69

To date we have used approximately 1500 tons of salt which is typical for this point in the year, but more than we would normally expect for the limited number of times that we have been out. It seemed that every time it snowed, it was warm temperatures with heavy, wet snow then the temps would plummet, and the winds would kick up making it tough to get the snow off the streets. To combat that, we salted more often with a heavier application right before the temperatures dropped to well below freezing. This worked well except when the wind was blowing so hard that it drifted faster than we could get it cleaned off. In this case, we just let the salt sit under the snow and keep the snow from being able to bond to the pavement.

We had 500 tons of salt left over from last year that we were able to use along with the salt we ordered this fall. We currently have approximately 500 tons in storage, which should get us through the year if the weather patterns hold to the form, they have been all winter. We know we still have another 4-6 weeks where we really must watch the weather and be prepared, but once St. Patrick's Day is over, we are usually on the downhill side of snow events that require removal or even salting.

### **Recommendation**

This is an informational item.



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"/>

Agenda Item Number

New Business #2

Tracking Number

PW 2024-15

### Agenda Item Summary Memo

**Title:** Ashley Point (Prestwick) Subdivision

**Meeting and Date:** Public Works Committee – February 20, 2024

**Synopsis:** Ashley Road - Roadway Improvement Acceptance Consideration

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Committee Approval

**Submitted by:** Brad Sanderson Engineering  
Name Department

#### Agenda Item Notes:

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Have a question or comment about this agenda item?  
Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at [agendas@yorkville.il.us](mailto:agendas@yorkville.il.us), post at [www.facebook.com/CityofYorkville](https://www.facebook.com/CityofYorkville),  
tweet us at @CityofYorkville, and/or contact any of your elected officials at [http://www.yorkville.il.us/gov\\_officials.php](http://www.yorkville.il.us/gov_officials.php)



# 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: January 26, 2024  
Subject: Prestwick – Ashley Road Improvements

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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 (storm sewer, paving, etc.) 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. **This work was performed in the fall of 2021 and there are no deficiencies noted. In this case, we are recommending that the City Council forgo the normal one-year maintenance period.**

Upon City Council approval of the acceptance and the receipt of the executed Bill of Sale, 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 Ashley Road improvements 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\_\_.

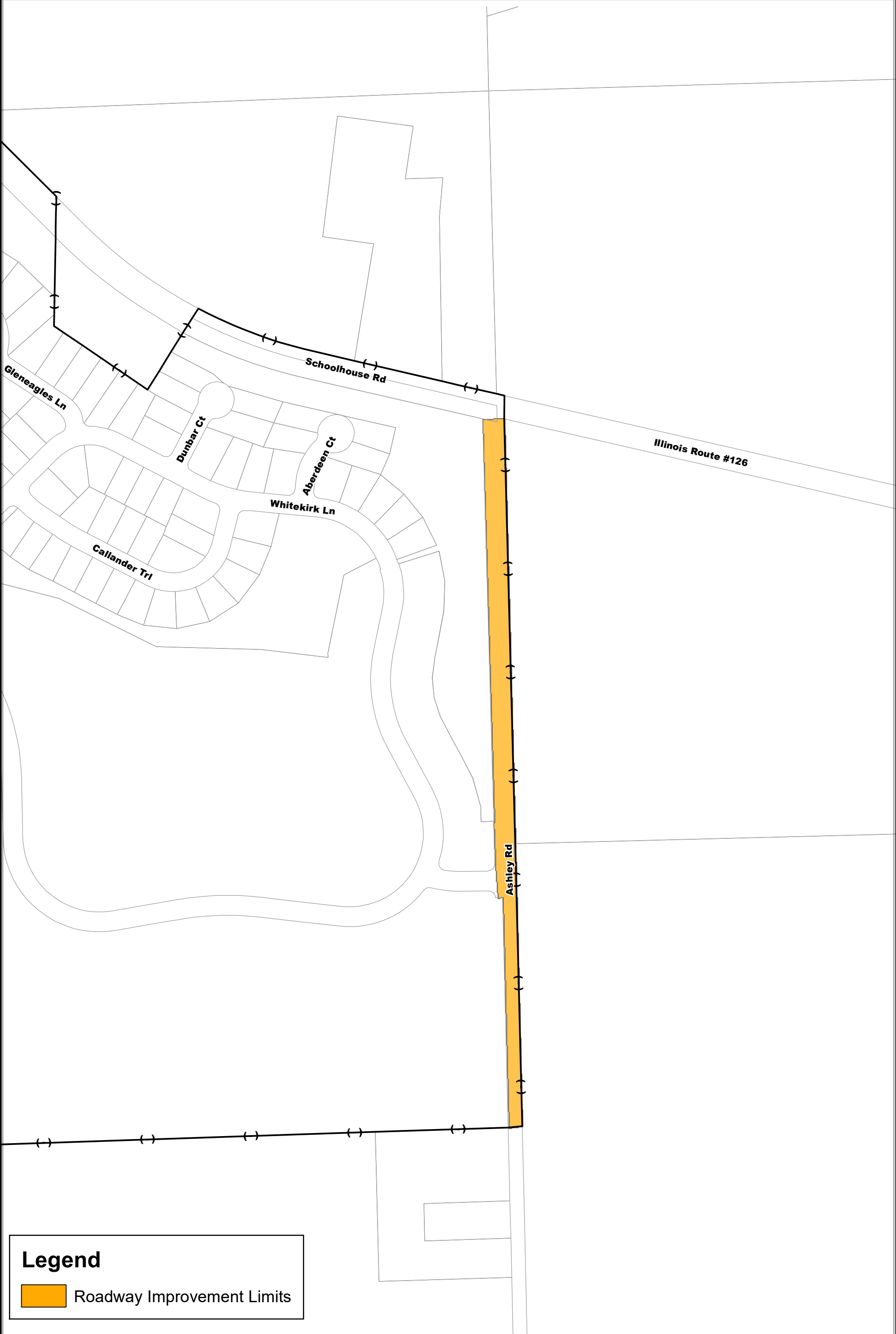
*Subscribed* and *Sworn* to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public



EXHIBIT A  
ASHLEY ROAD IMPROVEMENTS  
UNITED CITY OF YORKVILLE

ROADWAY	UNIT	QUANTITIY
ASHLEY ROAD	FOOT	2,180



Legend

 Roadway Improvement Limits

GASB  
ASHLEY ROAD IMPROVEMENTS  
UNITED CITY OF YORKVILLE

ROADWAY	UNIT	QUANTITY	UNIT PRICE		COST	
ASHLEY ROAD	FOOT	2,180	\$	49.34	\$	107,560.40
TOTAL		2,180	TOTAL COST		\$	107,560.40



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 2024-16

### Agenda Item Summary Memo

**Title:** Lake Michigan Improvements – IEPA Project Plan PEID

**Meeting and Date:** Public Works Committee – February 20, 2024

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** None

**Council Action Requested:** Informational

**Submitted by:** Brad Sanderson Engineering  
Name Department

### Agenda Item Notes:

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# 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: February 12, 2024  
Subject: Lake Michigan Improvements – IEPA Project Plan PEID

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## **Background:**

The City is seeking funding through the IEPA's State Revolving Fund (SRF) for a portion of the Lake Michigan improvements necessary to connect to and receive Lake Michigan supply from DWC. A project plan was submitted to the IEPA and is currently under review by the agency. The City is seeking project plan approval by March 31<sup>st</sup>, which is necessary to be eligible for the intended funding list to receive funding in the upcoming cycle. Prior to issuing project plan approval, the IEPA will issue a Preliminary Environmental Impacts Determination (PEID). The PEID is expected to be issued by the end of February.

In order to obtain project plan approval and be eligible for funding from the SRF program, after the IEPA issues its PEID, the City must conduct a public hearing regarding both the PEID and project planning.

## **Question Presented:**

Should the City plan to hold a public hearing at an upcoming City Council meeting and to advertise for the hearing in a local newspaper at least 10 days in advance of the meeting followed by a 10-day comment period?

## **Discussion:**

The hearing must be advertised within a local daily newspaper (e.g. Aurora Beacon News) at least 10 days in advance of the hearing. The advertisement must include the purpose of the project along with the date, time, and location of the hearing. A comment period of at least 10 days after the hearing is also required during which comments may be submitted to the loan applicant (City) or the IEPA, after which any comments shall be submitted to the IEPA to obtain final project plan approval.

This hearing would be conducted at an upcoming City Council meeting, either in late February or at the first meeting in March. The schedule should allow for this process to be completed in advance of March 31<sup>st</sup> as much as possible.

## **Action Required:**

This is currently an informational item. After issuance of the PEID by the IEPA, the City should schedule the public hearing for an upcoming City Council meeting, and advertise within the newspaper a minimum of 10 days in advance of the meeting followed by a 10-day comment period. For instance, if scheduling the hearing for the regular City Council meeting on March 12<sup>th</sup>, the City should advertise on March 1<sup>st</sup> (which is a Friday). The comment period would then extend through March 22<sup>nd</sup>.



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

Agenda Item Number

New Business #4

Tracking Number

PW 2024-17

### Agenda Item Summary Memo

**Title:** Supplemental Road to Better Roads Program – Construction Engineering Agreement

**Meeting and Date:** Public Works Committee – February 20, 2024

**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:

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# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: February 15, 2024  
Subject: Supplemental Road to Better Roads program 2024 – design engineering

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## **Summary**

Consideration of a design engineering agreement with EEI for a supplemental Road to Better Roads (RTBR) program within the 2024 construction season, addressing the upcoming cluster of subdivisions needing road rehabilitation.

## **Background**

This item was last discussed in late 2023, after the City Council approved a design engineering contract with EEI for the 2024 Road to Better Roads program and reviewed the FY 23 audit, which ended in surplus. At that time, the City Council heard an update from staff that a second road program could be possible within the 2024 construction season. Since then, the staff have identified roadways within the Blackberry Creek, Cannonball Estates, and Heartland subdivisions that would be ideal to rehab in 2024. As we heard during the FY 24 budget proposal in Spring 2023, we have many 2000-era subdivisions that have not had any road rehabilitation done within them since their construction. These three subdivisions are part of the cluster of subdivision discussed during the budget presentations.

During the staff level meetings of the FY 25 budget proposal (expected release next week), we identified almost \$3m in additional funding (and on top of the ~\$1.8m in RTBR funds already lined up for use) for use in this subdivision cluster. Accordingly, we recommend the three subdivisions above be completed within calendar year 2024 (FY 25) and EEI has prepared a design engineering contract in anticipation of a 2024 construction project. The timing of the bid package will be mid-2024, with an expected end of 2024 completion date for this work.

EEI's design engineering contract for this work is a fixed fee amount of \$119,988. This work will be completed in FY 24 and FY 25, and we have funds in the FY 24 budget to cover this amount.

## **Recommendation**

Staff recommends approval of a design engineering agreement with EEI for a supplemental Road to Better Roads program within the 2024 construction season.

**2024 Local Road Program  
United City of Yorkville  
Professional Services Agreement – Design Engineering**

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

**A. Services:**

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

**B. Term:**

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the 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 Estimated 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 \$119,988, of which direct expenses are estimated at \$10,470. The hourly rates for this project are shown in the attached 2023 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

**D. Changes in Rates of Compensation:**

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



**E. Ownership of Records and Documents:**

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the Village. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the Village. 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 Village. The Village 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 Village's relationship to the Contractor under this agreement shall be that of an independent contractor. Contractor will not be considered an employee to the Village 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 Village under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the Village 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 Village and Village's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by Contractor or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of Contractor or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

#### **J. Insurance:**

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

#### **K. Additional Terms or Modification:**

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

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

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

**L. Notices:**

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

For the City:

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

For the ENGINEER:

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

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

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2024.

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.



**2024 Local Road Program  
United City of Yorkville, IL  
Professional Services Agreement - Design Engineering**

**Attachment B – Scope of Services**

**DESIGN ENGINEERING**

- Obtain, review and inventory existing utility, roadway, right-of-way, ownership, soil data, etc.
- Obtain utility information to identify potential conflicts, as necessary
- Obtain geotechnical site data, consisting of pavement cores taken every 1000-1500 feet, as necessary
- Coordinate documentation for CCDD management of soils, as necessary
- Coordinate and develop with City staff the final scope of improvements
- Conduct site visits to assess condition of existing pavement, curb and gutter, sidewalk, ADA compliance, drainage and structures
- Confirm pavement design and rehabilitation methodology
- Prepare construction specifications, consisting of, but not limited to the following:
  - All required bidding and letting information and contractual forms
  - City special provisions and contracting information
  - Project specific specifications and special provisions
  - State specifications and provisions
  - Prevailing Wages
  - Bureau of Design and Environmental special provisions
  - Local Roads special provisions
  - Location Map
  - IDOT Highway Standards
  - Pavement Core Reports (Provided by Rubino Engineering)
  - CCDD Documents (Provided by Rubino Engineering)
  - By Street Quantity Breakdown
  - Aerial Exhibits showing improvement limits
  - Existing and Proposed typical sections
- Coordinate City review, including revisions as needed
- Prepare preliminary and final cost estimates
- Assist in bidding, contractor/bid evaluations, contract preparation and additional contract administration as required
- Attend public meetings with staff to review design progress
- Provide all bid packages in 8 1/2" x 11 1/2" format
- Provide planning/design/construction schedule and frequent updates regarding any potential items affecting the schedule



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

CLIENT	PROJECT NUMBER	
United City of Yorkville	YO2408-P	
PROJECT TITLE	DATE	PREPARED BY
2024 Local Road Program - Design Engineering	2/9/24	CJO

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	SPE 1	PE	SPT 2	SPT 1	ADMIN	HOURS	COST
		PERSON									
		RATE	\$239	\$204	\$179	\$162	\$167	\$156	\$70		
DESIGN ENGINEERING											
2.1	Project Management and Coordination		8	24	16	4				52	\$ 10,320
2.2	Project Meetings		4	4	4	6				18	\$ 3,460
2.3	Geotechnical Investigation (Coordination, Field Work, Review Report)				2	4				6	\$ 1,006
2.4	Analyze/Finalize Roadway Rehabilitation Methods			2	4	6				12	\$ 2,096
2.5	Site Review, Identification of Required Improvements			8	32	140				180	\$ 30,040
2.6	Final Exhibits, Specifications and Estimates			8	60	150	40	60	2	320	\$ 52,852
2.7	Prepare Engineer's Opinion of Probable Construction Cost		2	4		8				14	\$ 2,590
2.8	QC/QA of Bid Package			9	4					13	\$ 2,552
2.9	Bidding and Contracting		2	4	6	12			2	26	\$ 4,452
Insert Task Subtotal:			16	63	128	330	40	60	4	641	\$ 109,368
PROJECT TOTAL:			16	63	128	330	40	60	4	641	109,368

## EEI STAFF

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

## DIRECT EXPENSES

Printing/Scanning = \$ 150  
 Rubino (Cores & CCDD) = \$ 10,470

**DIRECT EXPENSES = \$ 10,620**

## LABOR SUMMARY

EEI Labor Expenses = \$ 109,368  
**TOTAL LABOR EXPENSES \$ 109,368**

**TOTAL COSTS \$ 119,988**

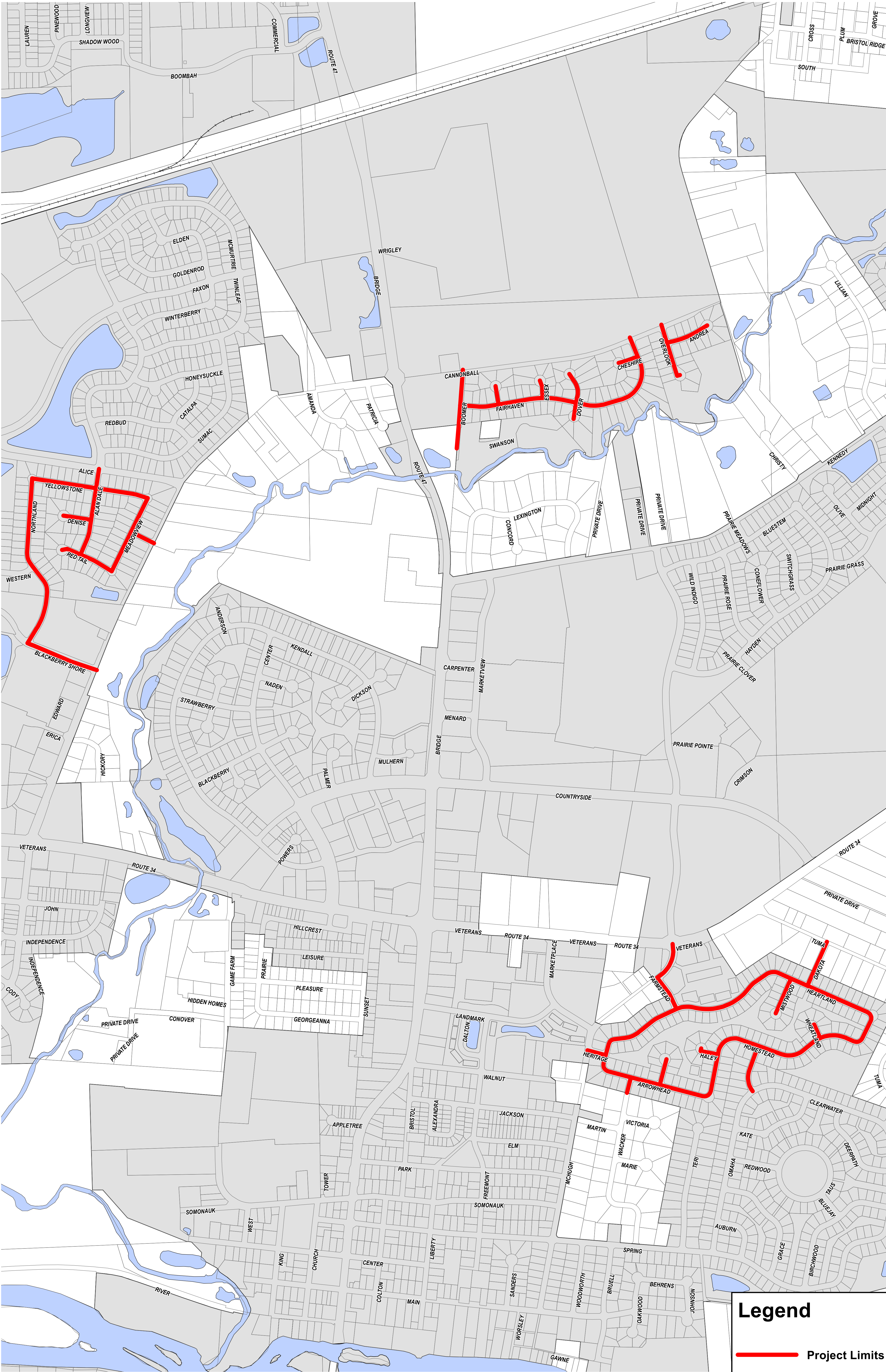
## ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT							PROJECT NUMBER				
United City of Yorkville							YO2408-P				
PROJECT TITLE							DATE	PREPARED BY			
2024 Local Road Program - Design Engineering							2/9/24	CJO			
TASK NO.	TASK DESCRIPTION										
		2024									
		FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV
2.1	Project Management and Coordination										
2.2	Project Meetings										
2.3	Geotechnical Investigation (Coordination, Field Work, Review Report)										
2.4	Analyze/Finalize Roadway Rehabilitation Methods										
2.5	Site Review, Identification of Required Improvements										
2.6	Final Exhibits, Specifications and Estimates										
2.7	Prepare Engineer's Opinion of Probable Construction Cost										
2.8	QC/QA of Bid Package										
2.9	Bidding and Contracting										
	Construction*										

\* A separate construction engineering agreement will be provided.







**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

DATE:	FEBRUARY 2024
PROJECT NO.:	YO2338
BY:	MAJ
PATH:	H:\GIS\PUBLIC\YORKVILLE\2022\YO2338
FILE:	YO2338_2025 Location Map

**2024 LOCAL ROAD PROGRAM**  
UNITED CITY OF YORKVILLE, ILLINOIS

**ATTACHMENT E**  
**LOCATION MAP**





**STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2023**

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

**VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY**

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



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input 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 2024-18

### Agenda Item Summary Memo

**Title:** Water Well No. 10 – Bid Award

**Meeting and Date:** Public Works Committee – February 20, 2024

**Synopsis:** Consideration of Award

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Award

**Submitted by:** Brad Sanderson Engineering  
Name Department

#### Agenda Item Notes:

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# 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: December 13, 2023  
Subject: Water Well No. 10

The United City of Yorkville is working on an agreement with the School District to construct Water Well No. 10 near the western practice fields of the Yorkville High School. As part of the agreement, the School District has requested that no construction activity be allowed on the practice fields between April 30<sup>th</sup> and November 1<sup>st</sup> of each year. This request limited the construction schedule for Water Well No. 10 to either be completed by April 30, 2024, or by April 30, 2025. Due to this limitation, EEI contacted several well contractors to determine their availability to complete the well construction within this timeframe. Based on the well contractors' feedback, EEI incorporated two (2) construction schedule options into the bidding documents with different construction start and completion dates. For the Base Bid, construction must start on or after November 2, 2024, with a completion date on or before April 30, 2025. For the Alternate Bid, construction must begin by January 2024, with a completion date on or before April 30, 2024.

The electrical equipment for Water Well No. 10 is not included in this construction contract but will be a critical path item due to the anticipated long lead times for fabrication and delivery of the electrical equipment. EEI anticipates the electrical equipment to be operational by the Summer of 2025 if bidding and awarding this work occurs by Spring 2024. This also creates some flexibility in the bidding schedule for Water Well No. 10, which is another reason for providing two (2) construction schedule options.

Bids were received, opened, and tabulated for the above-referenced project at 10:00 a.m. on December 12, 2023. Representatives from the contractors bidding on the project, the City, and our firm were in attendance and via the in-person conference. Copies of the Bid Summary and Bid Tab are included for your reference.

Five (5) well contractors downloaded bidding documents from Quest. During the bidding process, Layne Christesen Company (Layne) and Municipal, Well & Pump, Inc. (MW&P) were the only two (2) local well contractors submitting questions and showing genuine interest in submitting a bid for the above-referenced project. Layne elected not to bid either option due to scheduling and cost concerns. MW&P's backlog prevented them from submitting costs for starting the project in January 2024; they only submitted costs for beginning the project in November 2024.

While it is unfortunate that there was only one (1) bidder, EEI has had a positive history of working with MW&P on multiple well construction and rehabilitation projects as they have completed projects on time and within budget.

MW&P's base bid amount of \$2,589,164.00 is approximately 1% over the Engineer's Estimate of \$2,572,700.00. EEI believes this is a reasonable bid amount for starting the project a year from now. We have no indication that rebidding the project will result in more bids or a lower bid amount.

Given the reasoning above, we recommend the acceptance of the bid and approval of the award be made to the low bidder, Municipal Well & Pump, 1212 Storbeck Drive, P.O. Box 311, Waupun, WI, 53963, in the amount of \$2,589,164.00.

If you have any questions or need additional information, please let me know.

BID SUMMARY WATER WELL NO. 10 UNITED CITY OF YORKVILLE				
BID TABULATION BIDS RECEIVED 10:00 A.M. 12/12/2023	ENGINEER'S ESTIMATE 52 WHEELER RD SUGAR GROVE, IL 60554	MUNICIPAL WELL & PUMP 1212 STORBECK DR. WAUPUN, WI 53963		
TOTAL FOR BASE BID ITEMS	\$2,572,700.00	\$2,589,164.00		
ALTERNATE BID ITEM NO. 1		NO BID		
SUPPLEMENTAL BID SCHEDULES		X		
ADDENDUM NO. 1		X		
SIGNED BID		X		
BID BOND		X		
BIDDER'S QUESTIONNAIRE		X		



BID TABULATION WATER WELL NO. 10 SUMMARY BID SCHEDULE UNITED CITY OF YORKVILLE							
		BID TABULATION BIDS REC'D 12/12/2023		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554		MUNICIPAL WELL & PUMP 1212 Storbeck Dr. Waupun, WI 53963	
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MOBILIZATION (ON OR AFTER NOVEMBER 2, 2024)	LS	1	\$ 771,100.00	\$ 771,100.00	\$ 776,060.00	\$ 776,060.00
2	BONDS AND INSURANCE	LS	1	\$ 23,400.00	\$ 23,400.00	\$ 23,550.00	\$ 23,550.00
3	DRILL 29" MIN. DIA. HOLE FOR 24" O.D. CASING (0' TO 120')	LF	120	\$ 1,590.00	\$ 190,800.00	\$ 1,600.00	\$ 192,000.00
4	FURNISH AND INSTALL 24" O.D. STEEL CASING (0' TO 120')	LF	120	\$ 390.00	\$ 46,800.00	\$ 395.00	\$ 47,400.00
5	DRILL 23" MIN. DIA. HOLE FOR 18" O.D. CASING (120' TO 1170')	LF	1,050	\$ 400.00	\$ 420,000.00	\$ 402.00	\$ 422,100.00
6	FURNISH AND INSTALL 18" O.D. STEEL CASING (+2' TO 1170')	LF	1,172	\$ 300.00	\$ 351,600.00	\$ 300.00	\$ 351,600.00
7	FURNISH AND INSTALL CEMENT SHOE:						
	7a. 24-INCH	EA	1	\$ 5,200.00	\$ 5,200.00	\$ 5,230.00	\$ 5,230.00
	7b. 18-INCH	EA	1	\$ 4,300.00	\$ 4,300.00	\$ 4,360.00	\$ 4,360.00
8	FURNISH CEMENT GROUT	BAGS	1,750	\$ 70.00	\$ 122,500.00	\$ 68.00	\$ 119,000.00
9	INSTALL CEMENT GROUT						
	9a. SURFACE CASING	LS	1	\$ 14,300.00	\$ 14,300.00	\$ 14,430.00	\$ 14,430.00
	9b. LONG STRING CASING	LS	1	\$ 32,660.00	\$ 32,660.00	\$ 32,870.00	\$ 32,870.00
10	DRILL 17" MIN. DIA. HOLE (1170' TO 1401')	LF	231	\$ 265.00	\$ 61,215.00	\$ 264.00	\$ 60,984.00
11	FURNISH, INSTALL AND REMOVE TEST PUMP EQUIPMENT	LS	1	\$ 137,500.00	\$ 137,500.00	\$ 138,360.00	\$ 138,360.00
12	CONDUCT PUMPING TEST	HR	30	\$ 705.00	\$ 21,150.00	\$ 709.00	\$ 21,270.00
13	CONDUCT TELEVISION SURVEY	LS	1	\$ 5,300.00	\$ 5,300.00	\$ 5,300.00	\$ 5,300.00
14	CONDUCT PRESSURE TESTING OF GROUT SEAL	LS	2	\$ 11,100.00	\$ 22,200.00	\$ 11,180.00	\$ 22,360.00
15	PERFORM WELL DISINFECTION	LS	1	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00
16	CONDUCT WATER ANALYSIS	EA	1	\$ 6,100.00	\$ 6,100.00	\$ 6,170.00	\$ 6,170.00
17	FURNISH AND INSTALL TEMPORARY CAP ON WELL	EA	1	\$ 1,800.00	\$ 1,800.00	\$ 1,830.00	\$ 1,830.00
18	WELL DEVELOPMENT ALLOWANCE	LS	1	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00
19	SITE WORK						
	19a. SITE MAINTENANCE AND RESTORATION	LS	1	\$ 21,470.00	\$ 21,470.00	\$ 21,610.00	\$ 21,610.00
	19b. GRAVEL ACCESS ROAD	SY	1,300	\$ 110.00	\$ 143,000.00	\$ 114.00	\$ 148,200.00
	19c. SITE CLEARING	LS	1	\$ 19,000.00	\$ 19,000.00	\$ 19,140.00	\$ 19,140.00
20	DEMOBILIZATION	LS	1	\$ 23,705.00	\$ 23,705.00	\$ 27,740.00	\$ 27,740.00
TOTAL FOR ITEMS 1 - 20 AND TOTAL BASE BID FOR WATER WELL NO. 10				<u>\$ 2,572,700.00</u>		<u>\$ 2,589,164.00</u>	
ALTERNATE BID ITEM:							
1	ADD OR <b>DEDUCT</b> FOR BASE BID ITEM #1: MOBILIZATION (ON OR AFTER JANUARY 2, 2024)	LS	1	(\$200,000.00)	(\$200,000.00)	NO BID	NO BID

BID TABULATION WATER WELL NO. 10 SUMMARY SUPPLEMENTAL BID SCHEDULE PAGE 1 UNITED CITY OF YORKVILLE							
		BID TABULATION BIDS REC'D 12/12/2023		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554		MUNICIPAL WELL & PUMP 1212 Storbeck Dr. Waupun, WI 53963	
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
WELL DEVELOPMENT BY AIR LIFT SURGING							
21	FURNISH, INSTALL AND REMOVE AIR LIFT SURGING EQUIPMENT	LS	1	\$ 105,000.00	\$ 105,000.00	\$ 84,970.00	\$ 84,970.00
22	PERFORM WELL DEVELOPMENT BY AIRLIFT SURGING	HR	40	\$ 810.00	\$ 32,400.00	\$ 1,023.00	\$ 40,920.00
23	PERFORM SAND BAILING WITH RIG AND 2 MAN CREW	HR	16	\$ 720.00	\$ 11,520.00	\$ 800.00	\$ 12,800.00
24	FURNISH, INSTALL AND REMOVE TEST PUMP EQUIPMENT	EA	1	\$ 100,000.00	\$ 100,000.00	\$ 115,240.00	\$ 115,240.00
25	CONDUCT PUMPING TEST	HR	30	\$ 600.00	\$ 18,000.00	\$ 709.00	\$ 21,270.00
26	PERFORM WELL DISINFECTION	EA	1	\$ 3,600.00	\$ 3,600.00	\$ 2,600.00	\$ 2,600.00
27	CONDUCT WATER ANALYSIS	EA	1	\$ 4,800.00	\$ 4,800.00	\$ 6,170.00	\$ 6,170.00
	TOTAL OF ITEMS 21-27, WELL DEVELOPMENT BY AIR LIFT SURGING				\$ 275,320.00		\$ 283,970.00
WELL DEVELOPMENT BY SINGLE PIPE AIR PUMPING							
28	FURNISH, INSTALL AND REMOVE EQUIPMENT	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 84,970.00	\$ 84,970.00
29	PERFORM WELL DEVELOPMENT	HR	40	\$ 810.00	\$ 32,400.00	\$ 1,023.00	\$ 40,920.00
30	PERFORM SAND BAILING WITH RIG AND 2 MAN CREW	HR	16	\$ 720.00	\$ 11,520.00	\$ 800.00	\$ 12,800.00
31	FURNISH, INSTALL AND REMOVE TEST PUMP EQUIPMENT	EA	1	\$ 100,000.00	\$ 100,000.00	\$ 115,240.00	\$ 115,240.00
32	CONDUCT PUMPING TEST	HR	30	\$ 600.00	\$ 18,000.00	\$ 709.00	\$ 21,270.00
33	PERFORM WELL DISINFECTION	EA	1	\$ 3,600.00	\$ 3,600.00	\$ 2,600.00	\$ 2,600.00
34	CONDUCT WATER ANALYSIS	EA	1	\$ 4,800.00	\$ 4,800.00	\$ 6,170.00	\$ 6,170.00
	TOTAL OF ITEMS 28-34, WELL DEVELOPMENT BY SINGLE PIPE AIR PUMPING				\$ 270,320.00		\$ 283,970.00
WELL DEVELOPMENT BY EXPLOSIVES							
35	FURNISH, INSTALL & DETONATE BULK NITRO-GLYCERIN SHOTS	LB	600	\$ 125.00	\$ 75,000.00	\$ 137.00	\$ 82,200.00
36	WELL DEVELOPMENT BY AIR PRESSURIZING						
	36a. FURNISH, INSTALL & REMOVE EQUIPMENT	LS	1	\$ 102,000.00	\$ 102,000.00	\$ 48,490.00	\$ 48,490.00
	36b. PERFORM WELL DEVELOPMENT	HR	40	\$ 810.00	\$ 32,400.00	\$ 1,023.00	\$ 40,920.00
37	PERFORM SAND BAILING WITH RIG AND 2-MAN CREW	HR	240	\$ 720.00	\$ 172,800.00	\$ 800.00	\$ 192,000.00
38	FURNISH, INSTALL AND REMOVE TEST PUMP EQUIPMENT	EA	1	\$ 60,000.00	\$ 60,000.00	\$ 115,240.00	\$ 115,240.00
39	CONDUCT PUMPING TEST	HR	30	\$ 600.00	\$ 18,000.00	\$ 709.00	\$ 21,270.00
40	PERFORM WELL DISINFECTION	EA	1	\$ 3,600.00	\$ 3,600.00	\$ 2,600.00	\$ 2,600.00
41	CONDUCT WATER ANALYSIS	EA	1	\$ 4,800.00	\$ 4,800.00	\$ 6,170.00	\$ 6,170.00
	TOTAL OF ITEMS 35-41, WELL DEVELOPMENT BY EXPLOSIVES				\$ 468,600.00		\$ 508,890.00
Corrections are indicated in yellow.							

BID TABULATION WATER WELL NO. 10 SUMMARY SUPPLEMENTAL BID SCHEDULE PAGE 2 UNITED CITY OF YORKVILLE							
		BID TABULATION BIDS REC'D 12/12/2023		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554		MUNICIPAL WELL & PUMP 1212 Storbeck Dr. Waupun, WI 53963	
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
WELL DEVELOPMENT BY INTERRUPTED OVERPUMPING							
42	FURNISH, INSTALL AND REMOVE PUMPING EQUIPMENT	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 115,240.00	\$ 115,240.00
43	PERFORM WELL DEVELOPMENT	HR	40	\$ 810.00	\$ 32,400.00	\$ 958.00	\$ 38,320.00
44	PERFORM SAND BAILING WITH RIG AND 2 MAN CREW	HR	40	\$ 720.00	\$ 28,800.00	\$ 800.00	\$ 32,000.00
45	FURNISH, INSTALL AND REMOVE TEST PUMP EQUIPMENT	EA	1	\$ 100,000.00	\$ 100,000.00	\$ 115,240.00	\$ 115,240.00
46	CONDUCT PUMPING TEST	HR	30	\$ 600.00	\$ 18,000.00	\$ 709.00	\$ 21,270.00
47	PERFORM WELL DISINFECTION	EA	1	\$ 3,600.00	\$ 3,600.00	\$ 2,600.00	\$ 2,600.00
48	CONDUCT WATER ANALYSIS	EA	1	\$ 4,800.00	\$ 4,800.00	\$ 6,170.00	\$ 6,170.00
	TOTAL OF ITEMS 42-48, WELL DEVELOPMENT BY INTERRUPTED OVERPUMPING				\$ 287,600.00		\$ 330,840.00
WELL DEVELOPMENT BY HYDRAULIC JETTING							
49	FURNISH, INSTALL & REMOVE HYDRAULIC JETTING EQUIPMENT	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 84,970.00	\$ 84,970.00
50	PERFORM WELL DEVELOPMENT BY HYDRAULIC JETTING	HR	40	\$ 810.00	\$ 32,400.00	\$ 1,023.00	\$ 40,920.00
51	PERFORM SAND BAILING WITH RIG AND 2 MAN CREW	HR	40	\$ 720.00	\$ 28,800.00	\$ 800.00	\$ 32,000.00
52	FURNISH, INSTALL AND REMOVE TEST PUMP EQUIPMENT	EA	1	\$ 100,000.00	\$ 100,000.00	\$ 115,240.00	\$ 115,240.00
53	CONDUCT PUMPING TEST	HR	30	\$ 600.00	\$ 18,000.00	\$ 709.00	\$ 21,270.00
54	PERFORM WELL DISINFECTION	EA	1	\$ 3,600.00	\$ 3,600.00	\$ 2,600.00	\$ 2,600.00
55	CONDUCT WATER ANALYSIS	EA	1	\$ 4,800.00	\$ 4,800.00	\$ 6,170.00	\$ 6,170.00
	TOTAL OF ITEMS 49-55, WELL DEVELOPMENT BY HYDRAULIC JETTING				\$ 237,600.00		\$ 303,170.00
WELL DEVELOPMENT BY AIR PRESSURIZING							
56	FURNISH, INSTALL AND REMOVE EQUIPMENT	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 48,490.00	\$ 48,490.00
57	PERFORM WELL DEVELOPMENT	HR	40	\$ 810.00	\$ 32,400.00	\$ 1,023.00	\$ 40,920.00
58	PERFORM SAND BAILING WITH RIG AND 2 MAN CREW	HR	120	\$ 720.00	\$ 86,400.00	\$ 800.00	\$ 96,000.00
59	FURNISH, INSTALL AND REMOVE TEST PUMP EQUIPMENT	EA	1	\$ 100,000.00	\$ 100,000.00	\$ 115,240.00	\$ 115,240.00
60	CONDUCT PUMPING TEST	HR	30	\$ 600.00	\$ 18,000.00	\$ 709.00	\$ 21,270.00
61	PERFORM WELL DISINFECTION	EA	1	\$ 3,600.00	\$ 3,600.00	\$ 2,600.00	\$ 2,600.00
62	CONDUCT WATER ANALYSIS	EA	1	\$ 4,800.00	\$ 4,800.00	\$ 6,170.00	\$ 6,170.00
	TOTAL OF ITEMS 56-62, WELL DEVELOPMENT BY AIR PRESSURIZING				\$ 285,200.00		\$ 330,690.00
LOSS OF CIRCULATION ZONE							
63	4-MAN DRILL CREW AND RIG	HR	40	\$ 1,560.00	\$ 62,400.00	\$ 1,562.00	\$ 62,480.00
64	FURNISH BENTONITE DRILLER'S FLUID	BAG	100	\$ 48.00	\$ 4,800.00	\$ 19.00	\$ 1,900.00
65	FURNISH LOSS OF CIRCULATION MATERIAL	BAG	20	\$ 240.00	\$ 4,800.00	\$ 121.00	\$ 2,420.00
66	FURNISH CEMENT GROUT	BAG	150	\$ 60.00	\$ 9,000.00	\$ 40.00	\$ 6,000.00
	TOTAL OF ITEMS 63-66, LOSS OF CIRCULATION ZONE				\$ 81,000.00		\$ 72,800.00

BID TABULATION WATER WELL NO. 10 SUMMARY SUPPLEMENTAL BID SCHEDULE PAGE 3 UNITED CITY OF YORKVILLE							
			BID TABULATION BIDS REC'D 12/12/2023		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554		MUNICIPAL WELL & PUMP 1212 Storbeck Dr. Waupun, WI 53963
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
WELL DEVELOPMENT BY INTERRUPTED OVERPUMPING							
67	ADDITIONAL COST FOR REDUCED WORK HOURS	LS	1	\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL OF ITEM 67, REDUCED WORK HOURS				\$0.00		\$0.00

BID TABULATION WATER WELL NO. 10 SUMMARY BID SCHEDULE UNITED CITY OF YORKVILLE							
		BID TABULATION BIDS REC'D 12/12/2023		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554		MUNICIPAL WELL & PUMP 1212 Storbeck Dr. Waupun, WI 53963	
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MOBILIZATION (ON OR AFTER NOVEMBER 2, 2024)	LS	1	\$ 771,100.00	\$ 771,100.00	\$ 776,060.00	\$ 776,060.00
2	BONDS AND INSURANCE	LS	1	\$ 23,400.00	\$ 23,400.00	\$ 23,550.00	\$ 23,550.00
3	DRILL 29" MIN. DIA. HOLE FOR 24" O.D. CASING (0' TO 120')	LF	120	\$ 1,590.00	\$ 190,800.00	\$ 1,600.00	\$ 192,000.00
4	FURNISH AND INSTALL 24" O.D. STEEL CASING (0' TO 120')	LF	120	\$ 390.00	\$ 46,800.00	\$ 395.00	\$ 47,400.00
5	DRILL 23" MIN. DIA. HOLE FOR 18" O.D. CASING (120' TO 1170')	LF	1,050	\$ 400.00	\$ 420,000.00	\$ 402.00	\$ 422,100.00
6	FURNISH AND INSTALL 18" O.D. STEEL CASING (+2' TO 1170')	LF	1,172	\$ 300.00	\$ 351,600.00	\$ 300.00	\$ 351,600.00
7	FURNISH AND INSTALL CEMENT SHOE:						
	7a. 24-INCH	EA	1	\$ 5,200.00	\$ 5,200.00	\$ 5,230.00	\$ 5,230.00
	7b. 18-INCH	EA	1	\$ 4,300.00	\$ 4,300.00	\$ 4,360.00	\$ 4,360.00
8	FURNISH CEMENT GROUT	BAGS	1,750	\$ 70.00	\$ 122,500.00	\$ 68.00	\$ 119,000.00
9	INSTALL CEMENT GROUT						
	9a. SURFACE CASING	LS	1	\$ 14,300.00	\$ 14,300.00	\$ 14,430.00	\$ 14,430.00
	9b. LONG STRING CASING	LS	1	\$ 32,660.00	\$ 32,660.00	\$ 32,870.00	\$ 32,870.00
10	DRILL 17" MIN. DIA. HOLE (1170' TO 1401')	LF	231	\$ 265.00	\$ 61,215.00	\$ 264.00	\$ 60,984.00
11	FURNISH, INSTALL AND REMOVE TEST PUMP EQUIPMENT	LS	1	\$ 137,500.00	\$ 137,500.00	\$ 138,360.00	\$ 138,360.00
12	CONDUCT PUMPING TEST	HR	30	\$ 705.00	\$ 21,150.00	\$ 709.00	\$ 21,270.00
13	CONDUCT TELEVISION SURVEY	LS	1	\$ 5,300.00	\$ 5,300.00	\$ 5,300.00	\$ 5,300.00
14	CONDUCT PRESSURE TESTING OF GROUT SEAL	LS	2	\$ 11,100.00	\$ 22,200.00	\$ 11,180.00	\$ 22,360.00
15	PERFORM WELL DISINFECTION	LS	1	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00
16	CONDUCT WATER ANALYSIS	EA	1	\$ 6,100.00	\$ 6,100.00	\$ 6,170.00	\$ 6,170.00
17	FURNISH AND INSTALL TEMPORARY CAP ON WELL	EA	1	\$ 1,800.00	\$ 1,800.00	\$ 1,830.00	\$ 1,830.00
18	WELL DEVELOPMENT ALLOWANCE	LS	1	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00	\$ 125,000.00
19	SITE WORK						
	19a. SITE MAINTENANCE AND RESTORATION	LS	1	\$ 21,470.00	\$ 21,470.00	\$ 21,610.00	\$ 21,610.00
	19b. GRAVEL ACCESS ROAD	SY	1,300	\$ 110.00	\$ 143,000.00	\$ 114.00	\$ 148,200.00
	19c. SITE CLEARING	LS	1	\$ 19,000.00	\$ 19,000.00	\$ 19,140.00	\$ 19,140.00
20	DEMOBILIZATION	LS	1	\$ 23,705.00	\$ 23,705.00	\$ 27,740.00	\$ 27,740.00
TOTAL FOR ITEMS 1 - 20 AND TOTAL BASE BID FOR WATER WELL NO. 10				<u>\$ 2,572,700.00</u>		<u>\$ 2,589,164.00</u>	
ALTERNATE BID ITEM:							
1	ADD OR <b>DEDUCT</b> FOR BASE BID ITEM #1: MOBILIZATION (ON OR AFTER JANUARY 2, 2024)	LS	1	(\$200,000.00)	(\$200,000.00)	NO BID	NO BID



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

Agenda Item Number

New Business #6

Tracking Number

PW 2024-19

### Agenda Item Summary Memo

**Title:** Well No. 10 - Construction Engineering Agreement

**Meeting and Date:** Public Works Committee – February 20, 2024

**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:

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# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: February 15, 2024  
Subject: Well 10 construction engineering agreement

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## **Summary**

Consideration of a construction engineering agreement with EEI for the Well 10 project.

## **Background**

This item was last discussed in March 2023, when the City Council approved a design engineering contract for the Well 10 project. As a general refresher, this tenth well in the City is expected to be constructed on the Yorkville High School property in the next couple years to provide for interim water supply capacity until Lake Michigan water is received, and thereafter as another backup well. Well 10 will pump water from the aquifer into a raw water main that will connect to the City's water treatment facility at Game Farm Road. Since last March, the project has been designed and put out to bid (bid award earlier on this meeting agenda). In addition to the bid award, the City will need an intergovernmental agreement with the School District to cover use of the well location. That intergovernmental agreement is expected to be ready for consideration in March. Accordingly, EEI has submitted a construction engineering contract for the Well 10 project.

The agreement submitted by EEI covers construction engineering services only. The total cost of the contract is an estimated amount of \$99,958. Funds for this contract are included in the FY 24 budget and proposed FY 25 budget.

## **Recommendation**

Staff recommends approval of the construction engineering agreement with EEI for the Well 10 project.

**Agreement for Professional Services**  
***Water Well No. 10 – Construction Engineering***

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

**A. Services:**

ENGINEER agrees to furnish to the City the following services: The ENGINEER shall provide any and all necessary engineering services to the City as indicated on the Scope of Services (Attachment B). Construction engineering will be provided for the construction of Water Well No. 10 in a location to be determined. (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 ENGINEER shall be compensated for all work performed for the City prior to termination.

**C. Compensation and maximum amounts due to ENGINEER:**

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$99,958. Direct expenses are estimated at \$2,650. The hourly rates for this project are shown in the attached 2023 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

**D. Changes in Rates of Compensation:**

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



**E. Ownership of Records and Documents:**

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

**F. Governing Law:**

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

**G. Independent Contractor:**

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

**H. Certifications:**

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

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

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

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

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

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

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

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

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

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

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

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

#### **I. Indemnification:**

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

#### **J. Insurance:**

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

#### **K. Additional Terms or Modification:**

The terms of this agreement shall be further modified as provided on the attachments. Except for those terms included on the attachments, no additional terms are included as a part of this agreement. All prior understandings and

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

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

#### **L. Notices:**

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

For the City:

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

For the ENGINEER:

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

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

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2024.

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.



**Water Well No. 10  
United City of Yorkville  
Professional Services Agreement - Construction Engineering**

**Attachment B – Scope of Services**

**CONSTRUCTION ENGINEERING**

- Project Administration
- Facilitate Contracting with Village and Contractor
- Pre-Con Meeting and Construction Progress Meetings (4 Total Meetings Max.)
- Review Pay Applications (4 Max.)
- Review Contractor's Detailed Invoice and Prepare Cover Letter
- Review and Track Contractor's Waivers of Lien
- Review Shop Drawings, O&M Manuals, and Warranty Info
- Review RFI's and PCO's, and Prepare Change Orders (Max. of 2 Change Orders)
- Construction Staking – New Well Location Only
- Coordination with the City and Contractor
- Construction Observation & Field Reports (Estimating Approximately 15 Hours Per Week for 16 Weeks for Construction Observation)
- Prepare and Issue Construction Issue Well Schematic

**EXCLUSIONS**

The above scope of services for the Water Well No. 10 includes the following exclusions:

- Excludes Certified Payroll Review
- Excludes Property and Easement Acquisition Coordination
- Excludes Board/Committee Presentations
- Excludes Groundwater Modeling and Pilot Well
- Excludes Special Permitting Related to Potential Sources of Contamination
- Excludes Offsite Improvements, Including Offsite Utilities Improvements
- Excludes Utility Improvements
- Excludes Site Improvements
- Surveying Includes Only Wellhead, Not Entire Property
- Excludes Wetlands/Floodplain Permitting/Coordination
- Excludes the Permanent Pump and Motor Design, Installation, and Startup
- Local Funding will be Used for the Improvements

The above scope for "Water Well No. 10" 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			YO2303		
PROJECT TITLE			DATE		PREPARED BY
WELL NO. 10 - CONSTRUCTION ENGINEERING			2/14/24		KEP

TASK NO.	TASK DESCRIPTION	ENTITY	ENGINEERING			SURVEYING		DRAFTING	ADMIN	HOURS	COST
		PROJECT ROLE	PRINCIPAL	PROJECT MANAGER	SENIOR PROJECT ENGINEER I	PROJECT MANAGER	SR. PROJ. SURVEYOR W/GPS	SENIOR PROJECT TECH	ADMIN		
		RATE									
CONSTRUCTION ENGINEEIRNG											
3.1	Project Administration and Contracting Facilitation		24	16	8					48	\$ 10,888
3.2	Pre-Construction Meeting and Progress Meetings (4 Total)			20	20					40	\$ 8,260
3.3	FI's, Submittal Reviews, and Coordination with Village and Contract		12	16	40	2	4			74	\$ 15,044
3.4	Review and Process Pay Applications, PCO's, and Change Orders		4	16	32				4	56	\$ 10,756
3.5	Onsite Construction Observation and Field Reports		4	40	200					244	\$ 46,596
3.6	Construction Closeout Facilitation		4	8	12			4	2	30	\$ 5,764
Construction Engineering Subtotal:			48	116	312	2	4	4	6	492	\$ 97,308
PROJECT TOTAL:			48	116	312	2	4	4	6	492	97,308

## Notes:

No Pilot Well; Scope Includes Design of One Permanent Ironton-Galesville Well with Design Production of 1,000 GPM  
Well Site on Existing Yorkville High School Property South of the High School. Land Acquisition/Easements are Included in the Raw WM Scope.  
Excludes Permanent Pump and Motor Design, Installation, and Startup  
Excludes Electrical Engineering  
Local Funding

## DIRECT EXPENSES

Printing/Scanning =	\$	150
Mileage =	\$	2,500
<b>DIRECT EXPENSES =</b>		<b>\$ 2,650</b>

## LABOR SUMMARY

EEI Labor Expenses =	\$	97,308
<b>TOTAL LABOR EXPENSES</b>		<b>\$ 97,308</b>

<b>TOTAL COSTS</b>	<b>\$ 99,958</b>
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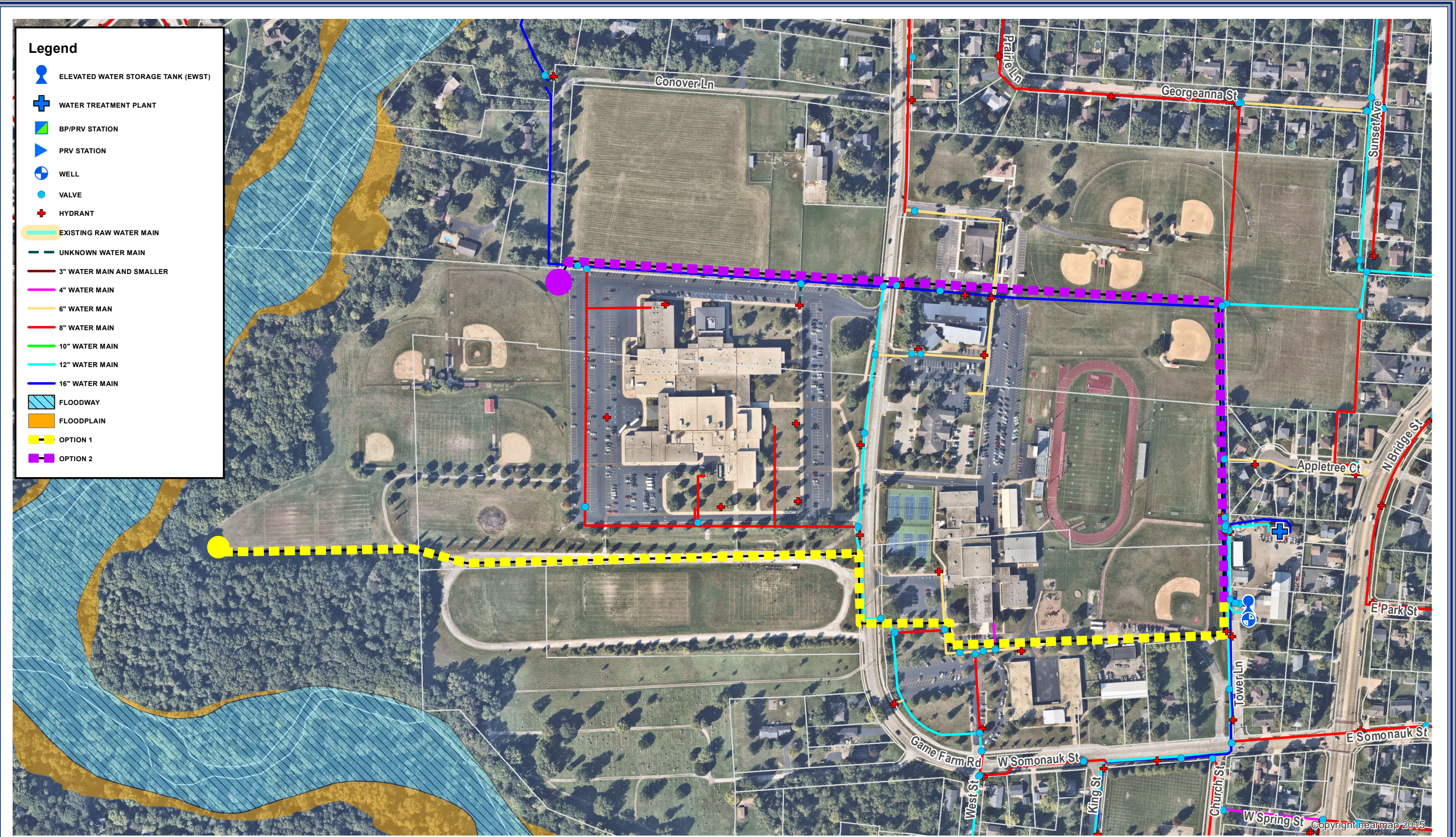
ATTACHMENT D: ESTIMATED SCHEDULE


CLIENT	PROJECT NUMBER	
United City of Yorkville	TBD	
PROJECT TITLE	DATE	PREPARED BY
Water Well No. 10 - Construction Engineering	12/13/23	KEP

TASK NO.	TASK DESCRIPTION	2024												2025							
		JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	
CONSTRUCTION ENGINEEIRNG																					
3.1	Project Administration and Contracting Facilitation																				
3.2	Pre-Construction Meeting and Progress Meetings (4 Total)																				
3.3	RFI's, Submittal Reviews, and Coordination with Village and Contractor																				
3.4	Review and Process Pay Applications, PCO's, and Change Orders																				
3.5	Onsite Construction Observation and Field Reports																				
3.6	Construction Closeout Facilitation																				










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




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

NO.	DATE	REVISIONS


DATE: FEBRUARY 2023  
PROJECT NO.: YO2303  
BY: MJT  
PATH: H:\GIS\PUBLIC\YORKVILLE\2023\  
FILE: YO2303\_Water Main - Tower Sites.mxd

600 300 0 Feet



**WATER MAIN LOCATION MAP**

N







# 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 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 2024-20

### Agenda Item Summary Memo

**Title:** Well No. 10 Raw Water Main Improvements

**Meeting and Date:** Public Works Committee – February 20, 2024

**Synopsis:** Well No. 10 Raw Water Main Improvements – Recommendation to Award

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Consideration of Contract Award

**Submitted by:** Brad Sanderson Engineering  
Name Department

#### Agenda Item Notes:

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# Memorandum

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

Date: February 15, 2024  
Subject: Well No. 10 Raw Water Main Improvements

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Bids were received, opened and tabulated for work to be done on the Well No. 10 Raw Water Main Improvements at 11:00 a.m., February 15, 2024. Representatives of contractors bidding the project and our firm were in attendance. A tabulation of the bids and the engineer's estimate is attached for your information and record. The low bid was below our engineer's estimate and within the FY2025 budget.

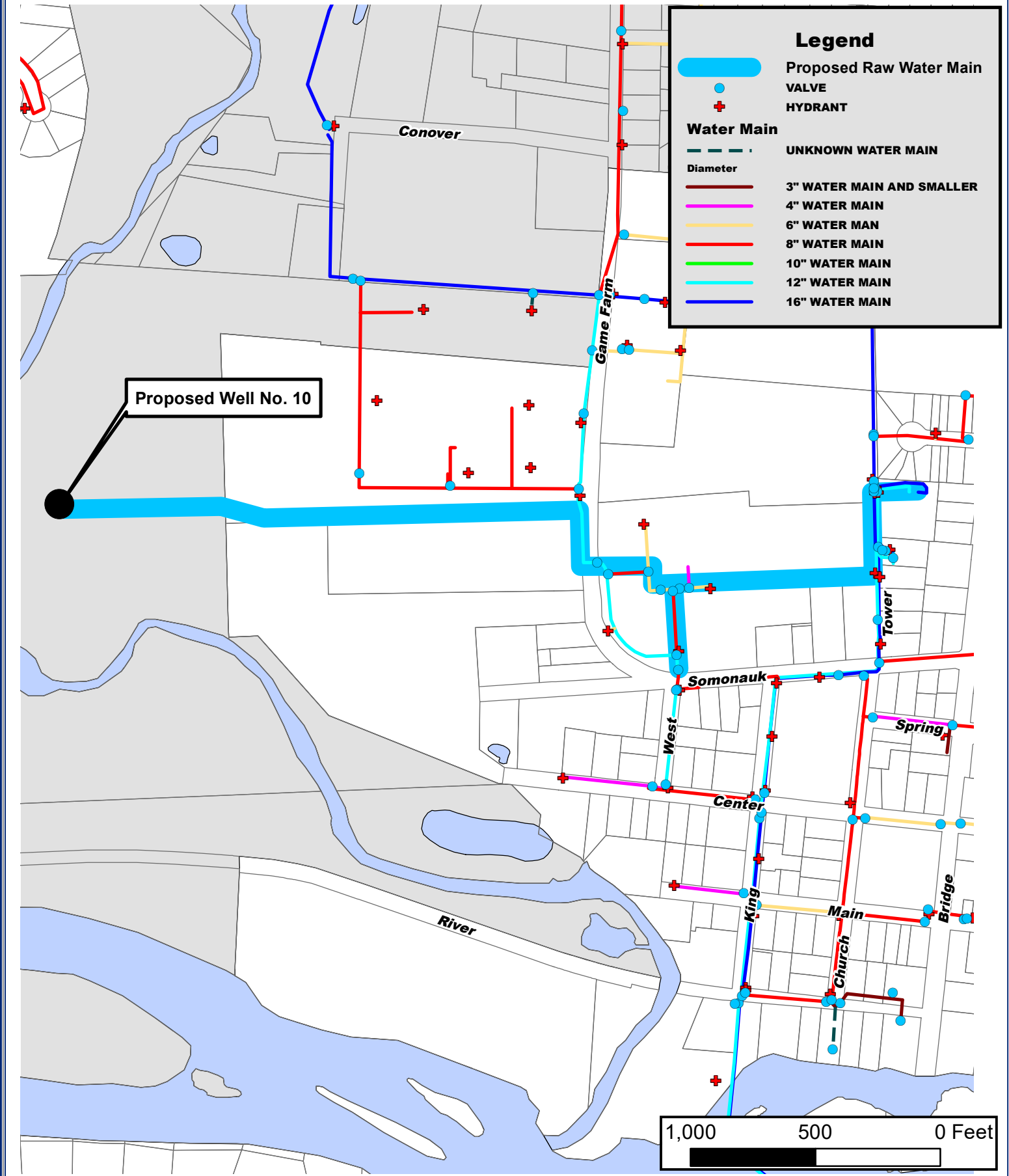
We recommend the acceptance of the bid and approval of award be made to the low bidder, Cecchin Site Utilities, 1701 Quincy Ave., Suite 500, Naperville, IL 60540, in the total amount of **\$1,335,053.00.**

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

<b>BID SUMMARY</b> <b>WELL NO. 10 RAW WATER MAIN IMPROVEMENTS</b> <b>UNITED CITY OF YORKVILLE</b>				
BID TABULATION BIDS RECEIVED 11:00 A.M. 02/15/2024	<b>ENGINEER'S ESTIMATE</b> 52 Wheeler Road Sugar Grove, IL 60554	<b>Trine Construction</b> 1041 Trine Ct St. Charles, IL-60174	<b>J &amp; S Construction Sewer And Water Inc</b> P.O. Box 760 Oswego, IL-60543	<b>Millennium Contracting Co.</b> 5933 N Knox Ave Chicago, IL-60646
<b>BID TOTAL</b>	\$1,916,669.00	\$1,445,300.00	\$1,440,185.65	\$1,699,356.00
<b>BID BOND</b>		<b>X</b>	<b>X</b>	<b>X</b>
<b>SIGNED BID</b>		<b>X</b>	<b>X</b>	<b>X</b>
BID TABULATION BIDS RECEIVED 11:00 A.M. 02/15/2024	<b>H. Linden &amp; Sons Sewer and Water, Inc.</b> 722 E. South St., Unit D Plano, IL-60545	<b>Cecchin Site Utilities</b> 1701 Quincy Ave. Suite 500 Naperville, IL-60540	<b>Performance Const &amp; Eng, LLC</b> 217 W. John Street Plano, IL-60545	<b>Winner Excavating, Inc.</b> 1211 Deer St Yorkville, IL-60560
<b>BID TOTAL</b>	\$1,408,980.00	\$1,335,053.00	\$1,398,880.00	\$1,448,766.45
<b>BID BOND</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>SIGNED BID</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
BID TABULATION BIDS RECEIVED 11:00 A.M. 02/15/2024	<b>J. Congdon Sewer Service, Inc.</b> 170-A Alexandra Way, Carol Stream, IL-60188	<b>Conley Excavating, Inc.</b> 1555 Gramercy Pl Morris, IL-60450	<b>Kane County Excavating</b> PO Box 554 Hampshire, IL-60140	
<b>BASE BID TOTAL</b>	\$1,633,006.65	\$1,353,590.00	\$1,423,978.00	
<b>BID BOND</b>	<b>X</b>	<b>X</b>	<b>X</b>	
<b>SIGNED BID</b>	<b>X</b>	<b>X</b>	<b>X</b>	



BID TABULATION WELL NO. 10 RAW WATER MAIN IMPROVEMENTS UNITED CITY OF YORKVILLE																											
				BID TABULATION BIDS RECD 2/15/2024		Cecchin Site Utilities 1701 Quincy Ave. Suite 500 Naperville, IL-60540		Conley Excavating, Inc. 1555 Gramercy Pl Morris, IL-60450		Performance Const & Eng, LLC 217 W. John Street Plano, IL-60545		Kane County Excavating PO Box 554 Hampshire, IL-60140		J & S Construction Sewer And Water Inc P.O. Box 760 Oswego, IL-60543		Trine Construction 1041 Trine Ct St. Charles, IL-60174		Winniger Excavating, Inc. 1211 Deer St Yorkville, IL-60560		H. Linden & Sons Sewer and Water, Inc. 722 E. South St., Unit D Plano, IL-60545		J. Congdon Sewer Service, Inc. 170-A Alexandra Way, Carol Stream, IL-60188		Millennium Contracting Co. 5933 N Knox Ave Chicago, IL-60646		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM				UNIT			UNIT			UNIT			UNIT			UNIT			UNIT			UNIT			UNIT		
NO.				UNIT	QUANTITY	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
1	TREE ROOT PRUNING	EACH	3	\$ 250.00	\$ 750.00	\$ 300.00	\$ 900.00	\$ 150.00	\$ 450.00	\$ 500.00	\$ 1,500.00	\$ 175.00	\$ 525.00	\$ 402.50	\$ 1,207.50	\$ 400.00	\$ 1,200.00	\$ 110.00	\$ 330.00	\$ 200.00	\$ 600.00	\$ 200.00	\$ 600.00	\$ 215.00	\$ 645.00		
2	TREE PRUNING (EQUIPMENT CLEARANCE)	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 1,150.00	\$ 1,150.00	\$ 6,000.00	\$ 6,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00		
3	TREE PROTECTION	EACH	10	\$ 150.00	\$ 1,500.00	\$ 250.00	\$ 2,500.00	\$ 150.00	\$ 1,500.00	\$ 250.00	\$ 2,500.00	\$ 200.00	\$ 2,000.00	\$ 115.00	\$ 1,150.00	\$ 600.00	\$ 6,000.00	\$ 200.00	\$ 2,000.00	\$ 125.00	\$ 1,250.00	\$ 75.00	\$ 750.00	\$ 350.00	\$ 3,500.00		
4	CONNECTION TO EXISTING WATER MAIN, 8-INCH	EACH	2	\$ 3,975.00	\$ 7,950.00	\$ 2,530.00	\$ 5,060.00	\$ 4,500.00	\$ 9,000.00	\$ 4,500.00	\$ 9,000.00	\$ 6,000.00	\$ 12,000.00	\$ 5,400.00	\$ 10,800.00	\$ 4,300.00	\$ 8,600.00	\$ 4,000.00	\$ 8,000.00	\$ 6,000.00	\$ 12,000.00	\$ 6,600.00	\$ 13,200.00	\$ 6,400.00	\$ 12,800.00		
5	CONNECTION TO EXISTING WATER MAIN, 6-INCH	EACH	1	\$ 3,950.00	\$ 3,950.00	\$ 2,585.00	\$ 2,585.00	\$ 4,200.00	\$ 4,200.00	\$ 4,500.00	\$ 4,500.00	\$ 4,800.00	\$ 4,800.00	\$ 5,400.00	\$ 5,400.00	\$ 3,600.00	\$ 3,600.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,500.00	\$ 6,500.00	\$ 6,200.00	\$ 6,200.00		
6	CONNECTION TO EXISTING WATER MAIN, 12-INCH	EACH	3	\$ 4,525.00	\$ 13,575.00	\$ 4,050.00	\$ 12,150.00	\$ 5,000.00	\$ 15,000.00	\$ 5,300.00	\$ 15,900.00	\$ 6,500.00	\$ 19,500.00	\$ 7,200.00	\$ 21,600.00	\$ 5,400.00	\$ 16,200.00	\$ 5,000.00	\$ 15,000.00	\$ 7,000.00	\$ 21,000.00	\$ 7,500.00	\$ 22,500.00	\$ 8,400.00	\$ 25,200.00		
7	PRESSURE CONNECTION WITH TAPPING SLEEVE, AND 8" TAPPING VALVE IN VALVE BOX	EACH	1	\$ 20,000.00	\$ 20,000.00	\$ 10,700.00	\$ 10,700.00	\$ 12,000.00	\$ 12,000.00	\$ 5,600.00	\$ 5,600.00	\$ 10,480.00	\$ 10,480.00	\$ 12,218.89	\$ 12,218.89	\$ 10,000.00	\$ 10,000.00	\$ 23,000.00	\$ 23,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,800.00	\$ 5,800.00	\$ 7,200.00	\$ 7,200.00		
8	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 8-INCH	LF	55	\$ 159.00	\$ 8,745.00	\$ 116.00	\$ 6,380.00	\$ 150.00	\$ 8,250.00	\$ 140.00	\$ 7,700.00	\$ 74.00	\$ 4,070.00	\$ 137.12	\$ 7,541.60	\$ 240.00	\$ 13,200.00	\$ 110.00	\$ 6,050.00	\$ 135.00	\$ 7,425.00	\$ 150.00	\$ 8,250.00	\$ 180.00	\$ 9,900.00		
9	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 8-INCH	LF	537	\$ 136.00	\$ 73,032.00	\$ 137.00	\$ 73,569.00	\$ 155.00	\$ 83,235.00	\$ 146.50	\$ 78,670.50	\$ 124.00	\$ 66,588.00	\$ 129.87	\$ 69,740.19	\$ 186.00	\$ 99,882.00	\$ 142.00	\$ 76,254.00	\$ 155.00	\$ 83,235.00	\$ 159.00	\$ 85,383.00	\$ 200.00	\$ 107,400.00		
10	WATER MAIN, CLASS 52, WITH POLYETHYLENE WRAP, 12-INCH	LF	3,576	\$ 146.00	\$ 522,096.00	\$ 149.00	\$ 532,824.00	\$ 165.00	\$ 590,040.00	\$ 165.50	\$ 591,828.00	\$ 195.00	\$ 697,320.00	\$ 171.62	\$ 613,713.12	\$ 190.00	\$ 679,440.00	\$ 155.00	\$ 554,280.00	\$ 190.00	\$ 679,440.00	\$ 184.00	\$ 657,984.00	\$ 235.00	\$ 840,360.00		
11	STEEL CASING PIPE, BORED AND JACKED, 20-INCH DIA. 0.25-INCH THICKNESS	FOOT	50	\$ 685.00	\$ 34,250.00	\$ 1,090.00	\$ 54,500.00	\$ 500.00	\$ 25,000.00	\$ 430.00	\$ 21,500.00	\$ 715.00	\$ 35,750.00	\$ 1,166.47	\$ 58,323.50	\$ 900.00	\$ 45,000.00	\$ 640.00	\$ 32,000.00	\$ 425.00	\$ 21,250.00	\$ 950.00	\$ 47,500.00	\$ 1,400.00	\$ 70,000.00		
12	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 12-INCH	EACH	5	\$ 8,325.00	\$ 41,625.00	\$ 9,335.00	\$ 46,675.00	\$ 8,500.00	\$ 42,500.00	\$ 9,000.00	\$ 45,000.00	\$ 7,800.00	\$ 39,000.00	\$ 11,804.34	\$ 59,021.70	\$ 10,000.00	\$ 50,000.00	\$ 10,000.00	\$ 50,000.00	\$ 5,000.00	\$ 25,000.00	\$ 7,600.00	\$ 38,000.00	\$ 10,250.00	\$ 51,250.00		
13	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 8-INCH	EACH	4	\$ 6,285.00	\$ 25,140.00	\$ 7,270.00	\$ 29,080.00	\$ 7,500.00	\$ 30,000.00	\$ 7,200.00	\$ 28,800.00	\$ 5,900.00	\$ 23,600.00	\$ 8,728.71	\$ 34,914.84	\$ 9,000.00	\$ 36,000.00	\$ 5,800.00	\$ 23,200.00	\$ 4,500.00	\$ 18,000.00	\$ 6,400.00	\$ 25,600.00	\$ 7,800.00	\$ 31,200.00		
14	GATE VALVE (RESILIENT SEAT) IN 60" VAULT, 6-INCH	EACH	1	\$ 5,495.00	\$ 5,495.00	\$ 6,100.00	\$ 6,100.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 5,200.00	\$ 5,200.00	\$ 7,282.76	\$ 7,282.76	\$ 5,000.00	\$ 5,000.00	\$ 4,900.00	\$ 4,900.00	\$ 4,000.00	\$ 4,000.00	\$ 5,600.00	\$ 5,600.00	\$ 7,500.00	\$ 7,500.00		
15	FIRE HYDRANT ASSEMBLY, WITH AUXILIARY VALVE, 6-INCH MJ	EACH	10	\$ 8,240.00	\$ 82,400.00	\$ 9,120.00	\$ 91,200.00	\$ 8,500.00	\$ 85,000.00	\$ 7,500.00	\$ 75,000.00	\$ 7,700.00	\$ 77,000.00	\$ 8,381.45	\$ 83,814.50	\$ 10,000.00	\$ 100,000.00	\$ 8,000.00	\$ 80,000.00	\$ 8,000.00	\$ 80,000.00	\$ 8,100.00	\$ 81,000.00	\$ 9,800.00	\$ 98,000.00		
16	FIRE HYDRANT TO BE REMOVED	EACH	3	\$ 665.00	\$ 1,995.00	\$ 800.00	\$ 2,400.00	\$ 250.00	\$ 750.00	\$ 1,100.00	\$ 3,300.00	\$ 2,200.00	\$ 6,600.00	\$ 539.46	\$ 1,618.38	\$ 750.00	\$ 2,250.00	\$ 750.00	\$ 2,250.00	\$ 450.00	\$ 1,350.00	\$ 350.00	\$ 1,050.00	\$ 950.00	\$ 2,850.00		
17	DUCTILE IRON FITTINGS	LB	4,945	\$ 14.00	\$ 69,230.00	\$ 17.00	\$ 84,065.00	\$ 12.00	\$ 59,340.00	\$ 12.00	\$ 59,340.00	\$ 0.01	\$ 49.45	\$ 0.01	\$ 49.45	\$ 0.01	\$ 49.45	\$ 14.00	\$ 69,230.00	\$ 0.01	\$ 49.45	\$ 9.00	\$ 44,505.00	\$ 12.00	\$ 59,340.00		
18	WATER MAIN PROTECTION, PVC C-900, 18-INCH	LF	23	\$ 190.00	\$ 4,370.00	\$ 163.00	\$ 3,749.00	\$ 85.00	\$ 1,955.00	\$ 75.00	\$ 1,725.00	\$ 190.00	\$ 4,370.00	\$ 255.57	\$ 5,878.11	\$ 85.00	\$ 1,955.00	\$ 210.00	\$ 4,830.00	\$ 50.00	\$ 1,150.00	\$ 95.00	\$ 2,185.00	\$ 180.00	\$ 4,140.00		
19	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 1	TON	50	\$ 40.00	\$ 2,000.00	\$ 40.00	\$ 2,000.00	\$ 35.00	\$ 1,750.00	\$ 65.00	\$ 3,250.00	\$ 50.00	\$ 2,500.00	\$ 34.50	\$ 1,725.00	\$ 40.00	\$ 2,000.00	\$ 50.00	\$ 2,500.00	\$ 68.00	\$ 3,400.00	\$ 50.00	\$ 2,500.00	\$ 100.00	\$ 5,000.00		
20	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL - TYPE 2	TON	50	\$ 40.00	\$ 2,000.00	\$ 60.00	\$ 3,000.00	\$ 35.00	\$ 1,750.00	\$ 65.00	\$ 3,250.00	\$ 50.00	\$ 2,500.00	\$ 34.50	\$ 1,725.00	\$ 40.00	\$ 2,000.00	\$ 50.00	\$ 2,500.00	\$ 68.00	\$ 3,400.00	\$ 60.00	\$ 3,000.00	\$ 100.00	\$ 5,000.00		
21	FOUNDATION MATERIAL	CY	50	\$ 95.00	\$ 4,750.00	\$ 49.00	\$ 2,450.00	\$ 30.00	\$ 1,500.00	\$ 50.00	\$ 2,500.00	\$ 60.00	\$ 3,000.00	\$ 57.50	\$ 2,875.00	\$ 1.00	\$ 50.00	\$ 1.00	\$ 50.00	\$ 55.00	\$ 2,750.00	\$ 100.00	\$ 5,000.00	\$ 60.00	\$ 3,000.00		
22	EXPLORATORY EXCAVATION	EACH	3	\$ 500.00	\$ 1,500.00	\$ 500.00	\$ 1,500.00	\$ 350.00	\$ 1,050.00	\$ 150.00	\$ 450.00	\$ 500.00	\$ 1,500.00	\$ 1,350.00	\$ 4,050.00	\$ 500.00	\$ 1,500.00	\$ 450.00	\$ 1,350.00	\$ 250.00	\$ 750.00	\$ 250.00	\$ 750.00	\$ 1,000.00	\$ 3,000.00		
23	VALVE VAULT TO BE ABANDONED	EACH	5	\$ 500.00	\$ 2,500.00	\$ 1,000.00	\$ 5,000.00	\$ 350.00	\$ 1,750.00	\$ 1,100.00	\$ 5,500.00	\$ 500.00	\$ 2,500.00	\$ 270.00	\$ 1,350.00	\$ 500.00	\$ 2,500.00	\$ 300.									



**Engineering Enterprises, Inc.**

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

DATE:	FEBRUARY 2024
PROJECT NO.:	YO2315
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2023\
FILE:	YO2315_Water Main Replacement Attachment E.MXD

**LOCATION MAP  
WELL NO.10  
RAW WATER MAIN  
IMPROVEMENTS**







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 2024-21

### Agenda Item Summary Memo

**Title:** Well No. 10 Raw Water Main Improvements – Construction Engineering Agreement

**Meeting and Date:** Public Works Committee – February 20, 2024

**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:

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# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: February 15, 2024  
Subject: Well 10 raw water main construction engineering agreement

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## **Summary**

Consideration of a construction engineering agreement with EEI for the Well 10 raw water main project.

## **Background**

This item was last discussed in March 2023, when the City Council approved a design engineering contract for the Well 10 project. As a general refresher, this tenth well in the City is expected to be constructed on the Yorkville High School property in the next couple years to provide for interim water supply capacity until Lake Michigan water is received, and thereafter as another backup well. Well 10 will pump water from the aquifer into a raw water main that will connect to the City's water treatment facility at Game Farm Road. Since last March, the project has been designed and put out to bid (bid award earlier on this meeting agenda). In addition to the bid award, the City will need an intergovernmental agreement with the School District to cover use of the well location. That intergovernmental agreement is expected to be ready for consideration in March. Accordingly, EEI has submitted a construction engineering contract for the Well 10 raw water main project.

The agreement submitted by EEI covers construction engineering services only. The total cost of the contract is an estimated amount of \$156,048. Funds for this contract are included in the FY 24 budget and proposed FY 25 budget.

## **Recommendation**

Staff recommends approval of the construction engineering agreement with EEI for the Well 10 raw water main project.

**Agreement for Professional Services**  
***Well No. 10 Raw Water Main Improvements***  
***Construction Engineering***

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

**A. Services:**

The ENGINEER shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis, and calculations along with exhibits, cost estimates, and narrative, to complete all necessary engineering services to the City as indicated in the included Attachment A. Construction engineering will be provided for approximately 3,576 linear feet of 12-inch, 537 linear feet 8-inch, and 55 linear feet 6-inch water main improvements and appurtenances, as well as required HMA patching and restoration along Game Farm Road, Tower Lane, and Yorkville High School property. (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 ENGINEER:**

ENGINEER shall receive as compensation for all work and services to be performed herein, an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. Construction Engineering will be paid for Hourly (HR) at the actual rates for services to be performed, currently estimated at \$156,048. Direct expenses are estimated at \$11,050. The hourly rates for this project are shown in the attached 2023 Standard Schedule of Charges (Attachment F). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

**D. Changes in Rates of Compensation:**

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

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

#### **E. Ownership of Records and Documents:**

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. Contractor agrees to keep such information confidential and not to disclose or disseminate the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the Freedom of Information Act or if already previously disclosed by a third party. Upon termination of this agreement, the Contractor agrees to return all such materials to the City. The City agrees not to modify any original documents produced by the Contractor without the Contractor's consent. Modification 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 with the Contractor under this agreement shall be that of an independent contractor. The Contractor will not be considered an employee of 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 either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

#### **J. Insurance:**

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

#### **K. Additional Terms or Modification:**

The terms of this agreement shall be further modified as provided on the attachments. Except for those terms included on the attachments, no additional terms are included as a part of this agreement. All prior understandings and agreements between the

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

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

#### **L. Notices:**

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

For the City:

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

For the ENGINEER:

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

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

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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.

**Well No. 10 Raw Water Main Improvements  
United City of Yorkville  
Professional Services Agreement – Construction Engineering**

**Attachment B – Scope of Services**

The United City of Yorkville intends to install approximately 3,576 linear feet of 12-inch, 537 linear feet 8-inch, and 55 linear feet 6-inch water main improvements and appurtenances, as well as required HMA patching and restoration along Game Farm Road, Tower Lane, and Yorkville High School property.

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

**CONSTRUCTION ENGINEERING – WELL NO. 10**

**3.1 Construction Administration**

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

**3.2 Construction Layout and Record Drawings**

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

**3.3 Construction Observation and Documentation**

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

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

- Rubino Engineering – Material Testing for Quality Assurance

The above scope for "Well No. 10 Raw Water Main Improvements" 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					YO2303-P				
PROJECT TITLE					DATE			PREPARED BY	
Well No. 10 Raw Water Main Improvements					2/9/24			KDW	

TASK NO.	TASK DESCRIPTION	ROLE	PIC	PM	PE	PT	PM	SPT2	PE	ADMIN	HOURS	COST
		RATE	\$239	\$204	\$162	\$146	\$204	\$167	\$162	\$70		
CONSTRUCTION ENGINEERING												
3.1	Contract Administration		8	70	10	85	-	-	-	2	175	\$ 30,362
3.2	Construction Layout and Record Drawings		-	6	-	4	9	60	18	-	97	\$ 16,580
3.3	Observation and Documentation		2	26	44	656	-	-	-	6	734	\$109,106
Construction Engineering Subtotal:			10	102	54	745	9	60	18	8	1,006	\$156,048
PROJECT TOTAL:			10	102	54	745	9	60	18	8	1,006	156,048

<b>DIRECT EXPENSES</b>	
Printing/Scanning =	\$ 150
Vehicle =	\$ 3,900
Material Testing =	\$ 7,000
Environmental Assessment =	\$ -
<b>DIRECT EXPENSES =</b>	<b>\$ 11,050</b>

<b>LABOR SUMMARY</b>	
EEL Labor Expenses =	\$142,946
Surveying Expenses =	\$ 13,102
Drafting Expenses =	\$ -
<b>TOTAL LABOR EXPENSES</b>	<b>\$156,048</b>

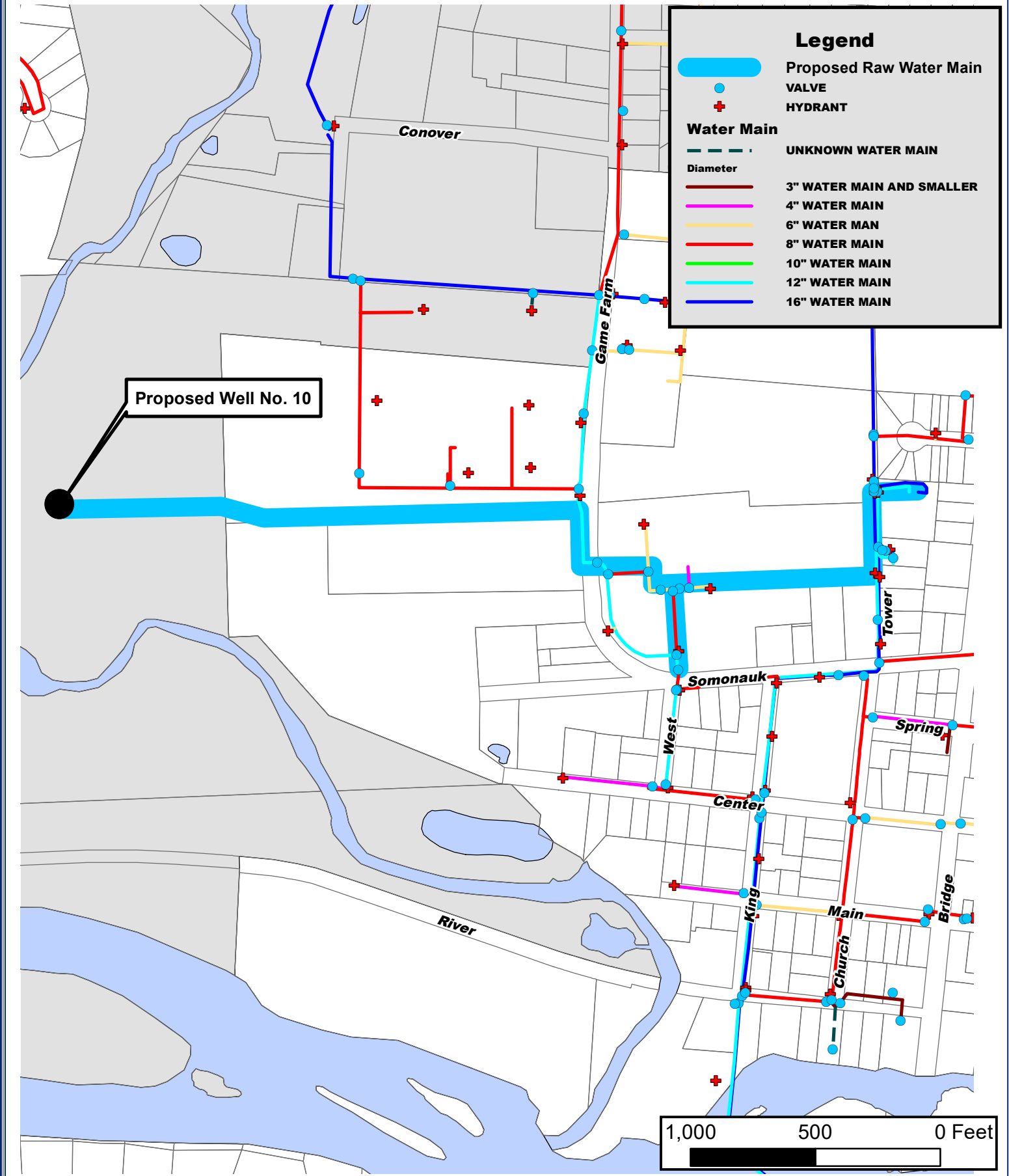
<b>TOTAL COSTS</b>	<b>\$167,098</b>
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## ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT		PROJECT NUMBER	
United City of Yorkville		YO2303-P	
PROJECT TITLE		DATE	PREPARED BY
Well No. 10 Raw Water Main Improvements		2/9/2024	KDW

TASK NO.	TASK DESCRIPTION	2024																											
		April				May				June				July				August				September				October			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
CONSTRUCTION ENGINEERING																													
3.1	Contract Administration																												
3.2	Construction Layout and Record Drawings																												
3.3	Observation and Documentation - Water Main																												



**Engineering Enterprises, Inc.**

52 Wheeler Road  
Sugar Grove, Illinois 60554  
(630) 466-6700  
[www.eeiweb.com](http://www.eeiweb.com)

DATE:	FEBRUARY 2024
PROJECT NO.:	YO2315
BY:	MJT
PATH:	H:\GIS\PUBLIC\YORKVILLE\2023\
FILE:	YO2315_Water Main Replacement Attachment E.MXD

**ATTACHMENT E  
WELL NO.10  
RAW WATER MAIN  
IMPROVEMENTS**





# Engineering Enterprises, Inc.

ATTACHMENT F

## 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