

United City of Yorkville

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

www.yorkville.il.us

AGENDA

PUBLIC WORKS COMMITTEE MEETING

Tuesday, May 21, 2024 6:00 p.m.

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

Citizen Comments:

Minutes for Correction/Approval: April 16, 2024

New Business:

- 1. PW 2024-41 2024 Local Road Program Contract Award
- 2. PW 2024-42 2024 Local Road Program Construction Engineering Agreement
- 3. PW 2024-43 2025 Water Main Replacement Design Engineering Agreement
- 4. PW 2024-44 Bluestem Water Main Replacement Design Engineering Agreement
- 5. PW 2024-45 Water Rate Study Professional Services Agreement
- 6. PW 2024-46 Downtown Riverwalk Options

Old Business:

Additional Business:

UNITED CITY OF YORKVILLE WORKSHEET

PUBLIC WORKS COMMITTEE Tuesday, May 21, 2024 6:00 PM

CITY HALL CONFERENCE ROOM

CITIZEN COMMENTS:
MINUTES FOR CORRECTION/APPROVAL:
1. April 16, 2024
☐ Approved
☐ As presented
☐ With corrections
NOW DIVINING
<u>NEW BUSINESS</u> :
1. PW 2024-41 2024 Local Road Program – Contract Award
☐ Moved forward to CC
Approved by Committee
Bring back to Committee
☐ Informational Item
Notes

	2024-42 2024 Local Road Program – Construction Engineering Agreement
	Moved forward to CC
	Approved by Committee
	Bring back to Committee
	Informational Item
	Notes
3. PW	2024-43 2025 Water Main Replacement – Design Engineering Agreement
	Moved forward to CC
	Approved by Committee
	Bring back to Committee
	Informational Item
	Notes
4 DIV	(2004 44 D1
	2024-44 Bluestem Water Main Replacement – Design Engineering Agreement
	Moved forward to CC
	Approved by Committee
	Bring back to Committee
	Informational Item
	Notes

5	PW 2024-45 Water Rate Study – Professional Services Agreement
٥.	☐ Moved forward to CC
	☐ Approved by Committee
	☐ Bring back to Committee
	☐ Informational Item
	□ Notes
	DW 2024 46 Dayretayya Biyaayyalli Ontions
0.	PW 2024-46 Downtown Riverwalk Options Moved forward to CC
	☐ Approved by Committee
	☐ Bring back to Committee
	☐ Informational Item
	□ Notes
<u>ADDI</u>	TIONAL BUSINESS:

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

Agenda	Item	Num	her
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Minutes

Tracking Number

Agenda Item Summary Memo

	Agena	ia item Summary Memo	
Title: Minutes of the	ne Public Works Con	mmittee – April 16, 2024	
Meeting and Date:	Public Works Con	mmittee – May 21, 2024	
Synopsis:			
Council Action Pre			
Date of Action:	Ac	ction Taken:	
Item Number:			
Type of Vote Requ	ired: Majority		
Council Action Rec	quested: Committe	ee Approval	
Submitted by:	Minute Take Name	er Department	
		agenda Item Notes:	

UNITED CITY OF YORKVILLE PUBLIC WORKS COMMITTEE

Tuesday, April 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 Rusty Corneils Alderman Craig Soling Alderman Matt Marek

Other City Officials

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

Alderman Chris Funkhouser via Zoom

Other Guests: None

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

Citizen Comments: None

Previous Meeting Minutes: March 19, 2024

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

New Business:

1. PW 2024-31 Water Reports for July 2023 – March 2024

Director Dhuse said these are the monthly reports which will be sent to IEPA after City Council approval. He noted that each report shows the number of new customers which has steadily increased. This moves to the Council consent agenda.

2. PW 2024-32 Capital Improvement Projects Update

Mr. Sanderson said these are the typical quarterly updates of projects the city is undertaking. There are 2 water main projects from last year, both of which have punchlist items to be done including landscaping. The current water main project in Fox Hill Industrial Park is progressing and should be finished at the end of May. The second water main project will begin in mid-May. The expanded road program will be bid in May and bids presented at the May Public Works meeting. Mr. Corniels asked about the status of the downtown riverwalk feasibility project. A meeting will be held soon to discuss. No further action required.

3. PW 2024-33 Quarterly Bond and Letter of Credit Reduction Summary

This report is for the first quarter of this year. Mr. Koch asked about the status of Bristol Bay. Mr. Sanderson said most of the infrastructure is complete, but there is some roadwork, sidewalk, etc. Mr. Olson said said there have been work stoppages for various reasons, including other projects in the area. This is informational.

4. PW 2024-34 Leak Detection Contract with M.E. Simpson

Mr. Dhuse said a leak detection survey is required each year as part of the Lake Michigan requirements and he is recommending a 3-year contract instead of annual. M.E. Simpson has been used in the past 3 years and it was found another contractor was more expensive. He said there is no price increase in the first 2 years of the

proposed contract and only a 2% increase for the third year. The price is \$40,560 for 150 miles of water main. He said other companies could be considered when the non-revenue water loss is below 10%. This will move to the regular Council agenda.

5. PW 2024-35 Pavement Management Program Update – Preliminary Engineering Agreement

This is the third time the streets will be scored to determine capital projects for the next 5 years. EEI will oversee the project at a fixed fee of \$89,920. Mr. Dhuse said the streets are ranked in order of maintenance needed and has not been done for about 7 or 8 years. This moves to the regular Council agenda.

6. PW 2024-36 Kennedy Road and Freedom Place Intersection Improvements - Contract Award

Mr. Sanderson said bids were taken for these intersection improvements/safety including turn lanes. There were 4 bids and D Construction submitted the lowest at \$567,530.89. He is recommending awarding the work to them. The award should be contingent on acquisition of easement and right-of-way. Alderman Corneils asked if this project is linked with a grant for widening of this road. This is considered a separate project and the Grande Reserve developer is contributing funds towards this project. The grant will be used for improvements/widening further to the west. This moves to the regular agenda.

7. PW 2024-37 Kennedy Road and Freedom Place Intersection Improvements – Construction Engineering Agreement

This is the standard construction agreement with EEI and it is an hourly rate for a cost of \$88,621. This moves to the consent agenda.

8. PW 2024-38 Supplemental MFT Resolution for Bulk Rock Salt

Mr. Dhuse said this is the yearly resolution for the purchase of rock salt and authorizes the money so when bids come in October, it will be ready. He said he has \$190,000 budgeted that would get the maximum of 1,900 tons at \$100 per ton and any funds left over revert to the MFT Fund. This moves to the regular agenda.

9. PW 2024-39 Oak Street Parking Restriction

This matter was brought forward by Alderman Corneils regarding a possible parking restriction on Oak St. The Bristol Township Road Commissioner contacted Mr. Corneils about complaints they have received regarding cars parked along Oak St. close to the intersection. The Septran bus garage is nearby and cars park very close to the intersection making it difficult to see when pulling out. It was noted that Kendall County has put up no parking signs already on Cannonball Trail from Oak St. to Bristol Ridge Rd. Alderman Corneils suggested no parking on the south side of Oak Street. Mr. Olson said staff will speak with Septran. After discussion, it was decided to place a sign "No Parking Here to Corner" on Oak St. and revisit the issue if needed.

10. PW 2024-40 Tuscany Trail Parking Restriction

Mr. Olson said there are resident complaints about possible future parking issues on Tuscany Trail due to the proposed cricket stadium. Mr. Corneils said a bicyclist could not see oncoming traffic due to cars parked on the curve and was nearly hit. Mr. Olson said the city has sometimes banned parking in the inside of a curve. It was also noted that there is a bike path at that location and the cyclist was not using it. After much discussion pro and con for parking restrictions, the committee decided to take no action at this time. The other complaint forwarded to Alderman Corniels was regarding a truck that is regularly parked on the Yorkville portion of the street to circumvent Oswego overnight parking regulations.

Old Business:

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

Mr. Sanderson said last November a package of information was brought to committee regarding planned improvements included in 3 separate contracts. At that time, there were questions on medians, grass etc. Information was gathered from the 3 plans and brought forth at this meeting. The median design is based on IDOT median rules, which takes several factors into account. He discussed raised medians and the grassy areas and where they were generally located. It was noted the medians are mountable. Mr. Dhuse said Public Works is looking at cushion bumpers for mowers for safety and he added that the city has to maintain grass.

Additional Business: None

There was no further business and the meeting adjourned at 6:49pm.

Minutes respectfully transcribed by Marlys Young, Minute Taker



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

Agenda Item Number		
New Business #1		
Tracking Number		
PW 2024-41		

Agenda Item Summary Memo

Title: 2024 Local Ro	oad Program – Recommenda	ation of Award		
Meeting and Date:	Public Works Committee –	May 21, 2024		
Synopsis: Please see	e the attached memo.			
Council Action Prev	iously Taken:			
Date of Action:	Action Take	en:		
Item Number:				
Type of Vote Requir	red: Majority	_		
Council Action Requ	uested: Consideration of Co	ntract Award		
Submitted by:	Brad Sanderson	Engineering		
	Name	Department		
Agenda Item Notes:				



Memorandum

To: Bart Olson, City Administrator

From: Brad Sanderson, EEI

CC: Eric Dhuse, Director of Public Works

Jori Behland, City Clerk

Rob Fredrickson, Finance Director

Date: May 13, 2024

Subject: 2024 Local Road Program

Bids were received, opened, and tabulated for work to be done on the 2024 Local Road Program at 10:00 a.m., May 13, 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.

We recommend the acceptance of the Bid and approval of award be made to the low bidder, Builders Paving, LLC 4401 Roosevelt Road Hillside, IL 60162 in the total amount of \$3,162,008.00.

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

BID SUMMARY 2024 LOCAL ROAD PROGRAM UNITED CITY OF YORKVILLE

BID TABULATION BIDS RECEIVED 10:00 A.M. 05/13/24	ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	BUILDERS ASPHALT, LLC 4401 Roosevelt Road Hillside, IL 60162
TOTAL BID	\$3,350,000.00	\$3,162,008.00
BID BOND	N/A	Х
SIGNED BID	N/A	Х
ADDENDUM #1	N/A	Х
	D CONSTRUCTION, INC. 1488 S. Broadway Coal City, IL 60416	GENEVA CONSTRUCTION P.O. Box 998 Aurora, IL 60507
	\$3,188,857.04	\$3,318,744.10
BID BOND	X	Х
SIGNED BID	X	X
ADDENDUM #1	X	X



BID TABULATION 2024 LOCAL ROAD PROGRAM UNITED CITY OF YORKVILLE

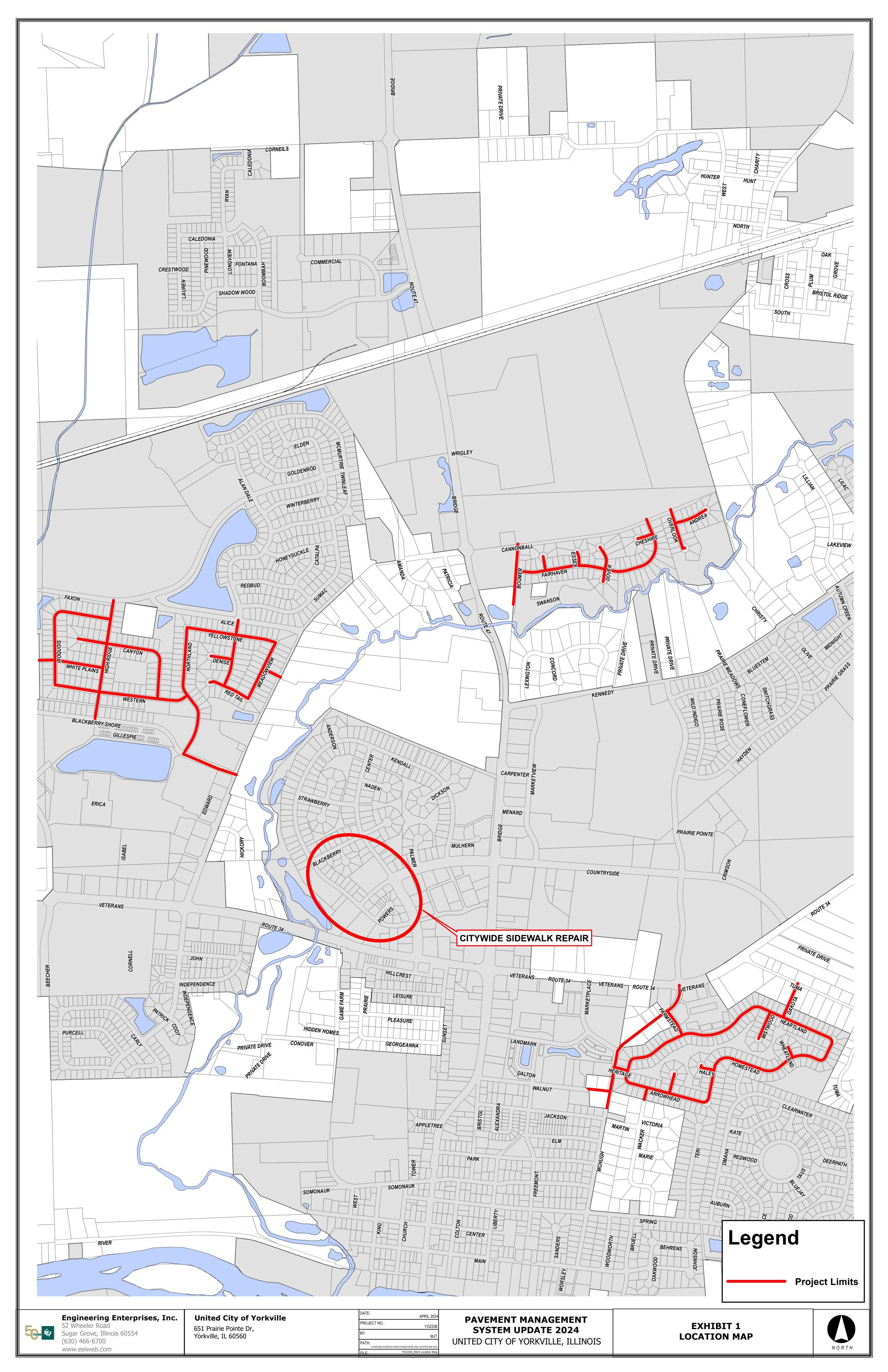
		BID TABULATION BIDS REC'D 5/13/2024			BUILDERS PAVING, LLC 4401 Roosevelt Road Hillside, IL 60162			D CONSTRUCTION, INC. 1488 S. Broadway Coal City, IL 60416			GENEVA CONSTRUCTION P.O Box 998 Aurora, IL 60507			ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554			ad		
ITEM NO.	DESCRIPTION	UNIT	QUANTITY		UNIT PRICE		AMOUNT		UNIT PRICE	A	AMOUNT		UNIT PRICE	A	AMOUNT		JNIT RICE	AM	IOUNT
1	PARTIAL DEPTH PATCHING (SPECIAL)	SQ YD	1,172.0	\$	30.00	\$	35,160.00	\$	30.00	\$	35,160.00	\$	27.00	\$	31,644.00	\$	30.00	\$ 3	35,160.00
2	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	439.5	\$	30.00	\$	13,185.00	\$	0.01	\$	4.40	\$	10.00	\$	4,395.00	\$	15.00	\$	6,592.50
3	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH TYPE 1	SQ YD	47,610.0	\$	2.10	\$	99,981.00	\$	1.95	\$	92,839.50	\$	1.95	\$	92,839.50	\$	2.50	\$ 11	19,025.00
4	HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH TYPE 2	SQ YD	55,005.0	\$	2.85	\$	156,764.25	\$	2.30	\$	126,511.50	\$	2.20	\$	121,011.00	\$	2.75	\$ 15	51,263.75
5	HOT-MIX ASPHALT SURFACE REMOVAL, 1.5"	SQ YD	7,800.0	\$	1.85	\$	14,430.00	\$	1.50	\$	11,700.00	\$	1.75	\$	13,650.00	\$	2.25	\$ 1	17,550.00
6	HOT-MIX ASPHALT SURFACE REMOVAL, 3"	SQ YD	6,700.0	\$	3.20	\$	21,440.00	\$	3.00	\$	20,100.00	\$	2.85	\$	19,095.00	\$	3.50	\$ 2	23,450.00
7	BITUMINOUS MATERIALS (TACK COAT)	POUND	77,280.0	\$	0.01	\$	772.80	\$	0.01	\$	772.80	\$	0.01	\$	772.80	\$	0.10	\$	7,728.00
8	HOT-MIX ASPHALT BINDER COURSE, IL-9.5 N50	TON	8,010.0	\$	80.00	\$	640,800.00	\$	72.00	\$	576,720.00	\$	86.00	\$	688,860.00	\$	82.00	\$ 65	56,820.00
9	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	9,900.0	\$	80.00			\$				\$	86.00		851,400.00	\$			11,800.00
10	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	9,530.0	\$	36.00			\$			442,954.40	\$			457,440.00	\$			28,850.00
11	SIDEWALK REMOVAL	SQ FT	51,927.0	\$	1.00			\$		\$		\$			116,835.75	\$			03,854.00
12	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SQ FT	53,065.0	\$	10.25	\$	543,916.25	\$	9.57	\$	507,832.05	\$	9.15	\$	485,544.75	\$	9.75	\$ 51	17,383.75
13	DETECTABLE WARNINGS	SQ FT	1,620.0	\$	32.00	\$	51,840.00	\$	44.00	\$	71,280.00	\$	40.00	\$	64,800.00	\$	35.00	\$ 5	56,700.00
14	INLETS TO BE ADJUSTED	EACH	138.0	\$	538.00	\$	74,244.00	\$	467.50	\$	64,515.00	\$	400.00	\$	55,200.00	\$	450.00	\$ 6	52,100.00
15	INLETS TO BE RECONSTRUCTED	EACH	2.0	\$	611.00	\$	1,222.00	\$	1,650.00	\$	3,300.00	\$	1,600.00	\$	3,200.00	\$	1,500.00	\$	3,000.00
16	MANHOLES TO BE ADJUSTED	EACH	14.0	\$	786.00	\$	11,004.00	\$		\$		\$	625.00	\$		\$	750.00		10,500.00
17	MANHOLES TO BE RECONSTRUCTED	EACH	1.0	\$	1,345.00			\$	1,650.00	\$	1,650.00	\$	1,600.00		1,600.00	\$			2,250.00
18	SANITARY MANHOLES TO BE ADJUSTED	EACH	8.0	\$	1,975.00	\$	15,800.00	\$	1,072.50	\$	8,580.00	\$	1,500.00	\$	12,000.00	\$	1,300.00	\$ 1	10,400.00
19	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	5.0	\$	357.00	\$	1,785.00	\$	330.00	\$	1,650.00	\$	210.00	\$	1,050.00	\$	400.00	\$	2,000.00
20	TYPE 1 FRAME, OPEN LID	EACH	14.0	\$	794.00	\$	11,116.00	\$	660.00	\$	9,240.00	\$	625.00	\$	8,750.00	\$	500.00	\$	7,000.00
21	TYPE 1 FRAME, CLOSED LID	EACH	5.0	\$	817.00	\$	4,085.00	\$	990.00	\$	4,950.00	\$	625.00	\$	3,125.00	\$	500.00	\$	2,500.00
22	TYPE 3 FRAME AND GRATE	EACH	16.0	\$	974.00	Ė	·				10,560.00	-	625.00		10,000.00		600.00		9,600.00
23	TYPE 6 FRAME AND GRATE	EACH	5.0	\$	1,113.00					\$	5,500.00		625.00		3,125.00				3,000.00
24	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	213.2	\$	5.00	Ė	·	\$	6.33	\$	1,349.56	-			1,066.00				1,066.00
25	THERMOPLASTIC PAVEMENT MARKING - LINE 4 "	FOOT	6,294.0	\$	0.85		·	\$	1.27		7,993.38		0.85		5,349.90				4,720.50
26	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	997.0	\$	1.25	Ė	,		2.04		2,033.88		1.25		1,246.25		1.50		1,495.50



BID TABULATION 2024 LOCAL ROAD PROGRAM UNITED CITY OF YORKVILLE

		BID TABU BIDS REC'D	JLATION 5/13/2024				1488 S. I	ICTION, INC. Broadway , IL 60416	P.O B	NSTRUCTION Fox 998 IL 60507	ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554		
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE		AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
27	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	240.0	\$ 2.	50	\$ 600.00	\$ 3.65	\$ 876.00	\$ 2.50	\$ 600.00	\$ 3.00	\$ 720.00	
28	THERMOPLASTIC PAVEMENT MARKING - LINE 24 "	FOOT	131.0	\$ 5.	00	\$ 655.00	\$ 6.33	\$ 829.23	\$ 5.00	\$ 655.00	\$ 4.00	\$ 524.00	
29	SHORT TERM PAVEMENT MARKING	FOOT	600.0	\$ 1.	00	\$ 600.00	\$ 5.00	\$ 3,000.00	\$ 0.01	\$ 6.00	\$ 1.50	\$ 900.00	
30	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	200.0	\$ 5.	00	\$ 1,000.00	\$ 5.00	\$ 1,000.00	\$ 0.01	\$ 2.00	\$ 2.00	\$ 400.00	
31	SIGN PANEL - TYPE 1	SQ FT	24.0	\$ 18.	00	\$ 432.00	\$ 55.00	\$ 1,320.00	\$ 18.00	\$ 432.00	\$ 30.00	\$ 720.00	
32	TELESCOPING STEEL SIGN SUPPORT	FOOT	90.0	\$ 15.	00	\$ 1,350.00	\$ 22.00	\$ 1,980.00	\$ 15.00	\$ 1,350.00	\$ 30.00	\$ 2,700.00	
33	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	50.0	\$ 125.	00	\$ 6,250.00	\$ 77.00	\$ 3,850.00	\$ 115.00	\$ 5,750.00	\$ 90.00	\$ 4,500.00	
34	BRICK PAVER REMOVAL AND RESET	SQ FT	334.0	\$ 17.	00	\$ 5,678.00	\$ 21.86	\$ 7,301.24	\$ 19.67	\$ 6,569.78	\$ 25.00	\$ 8,350.00	
35	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SQ YD	1,097.2	\$ 40.	00	\$ 43,888.00	\$ 29.00	\$ 31,818.80	\$ 40.50	\$ 44,436.60	\$ 45.00	\$ 49,374.00	
36	BIKE PATH REMOVAL	SQ FT	736.0	\$ 1.	00	\$ 736.00	\$ 2.20	\$ 1,619.20	\$ 2.00	\$ 1,472.00	\$ 5.00	\$ 3,680.00	
37	HOT-MIX ASPHALT BIKE REMOVAL AND REPLACEMENT	SQ YD	51.4	\$ 35.	00	\$ 1,799.00	\$ 30.00	\$ 1,542.00	\$ 39.00	\$ 2,004.60	\$ 45.00	\$ 2,313.00	
38	SODDING. SPECIAL	SQ YD	6,068.5	\$ 17.	00	\$ 103,164.50	\$ 22.17	\$ 134,538.65	\$ 20.05	\$ 121,673.43	\$ 18.00	\$ 109,233.00	
39	SUPPLEMENTAL WATERING	UNIT	100.0	\$ 1.	00	\$ 100.00	\$ 0.01	\$ 1.00	\$ 0.01	\$ 1.00	\$ 8.00	\$ 800.00	
40	TRAFFIC CONTROL AND PROTECTION, SPECIAL	L SUM	1.0	\$ 35,620.	97	\$ 35,620.97	\$ 100,000.00	\$ 100,000.00	\$ 23,511.00	\$ 23,511.00	\$ 60,001.60	\$ 60,001.60	
41	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	EACH	4.0	\$ 25.	00	\$ 100.00	\$ 10.00	\$ 40.00	\$ 20.00	\$ 80.00	\$ 100.00	\$ 400.00	
42	ROUTING AND SEALING CRACKS	FOOT	70,822.0	\$ 0.	64	\$ 45,326.08	\$ 0.77	\$ 54,532.94	\$ 0.67	\$ 47,450.74	\$ 0.70	\$ 49,575.40	
	TOTAL (Items 1 - 42)					\$ 3,162,008.00		\$ 3,188,857.04		\$ 3,318,744.10		\$ 3,350,000.00	

[%] BELOW/ABOVE ENGINEER'S ESTIMATE -5.61% -4.81% -0.93%





Agenda Item Number	
New Business #2	
Tracking Number	
PW 2024-42	

Agenda Item Summary Memo

Title: 2024 Local Ro	oad Program – Construction Eng	ineering Agreement
Meeting and Date:	Public Works Committee – Ma	y 21, 2024
Synopsis: Please see	e the attached memo.	
Council Action Prev	viously Taken:	
Date of Action:	Action Taken:	
Item Number:		
Type of Vote Requir	red: Majority	
Council Action Req	uested: Approval	
Submitted by:	Eric Dhuse	Public Works
-	Name	Department
	Agenda Item N	Notes:



Memorandum

To: Public Works Committee

From: Eric Dhuse, Director of Public Works

CC: Bart Olson, City Administrator

Date: May 14, 2024

Subject: 2024 Local Road Program Construction Engineering Agreement

Summary

A proposed Construction Engineering Agreement from EEI for the 2024 Local Road Program

Background

The Local Roads Program (sometimes referred to as the subdivision cluster paving) is the accelerated paving of certain subdivisions that were all constructed in the early 2000's and were all coming due for pavement at once. This is the first year of the program that is slated to take 3 years to complete.

The subdivisions included in this year's program are Blackberry North, Cannonball Hill, Cannonball Estates, Kylyn's Ridge, and Heartland. This project also includes the annual sidewalk replacement program which will take place in a small portion of Countryside. At this time the project is slated to begin after the 4th of July and wrap up this fall.

EEI is proposing an hourly Construction Engineering Agreement in the amount of \$239,982 to manage this project. This includes layout of the project, on site observation, documentation, material inspection and testing, preparing and verifying pay requests, preparing punch lists, and closing out the project. This is a large project that needs daily oversight to be completed on time and on budget.

This is budgeted in the approved FY25 budget in the City-Wide Capital portion of the budget in the RTBR- Subdivision paving line item.

Recommendation

Staff recommends approval of the construction engineering agreement with EEI for the 2024 Local Roads Program as presented.

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

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

A. Services:

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

B. Term:

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the 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. Construction Engineering will be paid for as an Hourly Rate in the amount of \$239,982 The hourly rates for this project are shown in the attached 2024 Standard Schedule of Charges (Attachment E). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

Contractor agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property



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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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



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

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

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

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

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

United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in



accordance with requirements imposed by the Internal Revenue Services to withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: x United States Citizen Resident Alien Non-Resident Alier. 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 Reat Estate Agent Sole Proprietorship Government Entity Partnership Tax Exempt Organization (IRC 501(a) only) x_ Corporation Not for Profice Corporation Trust or Estate Medical and Health Care Services Provide Corp.

I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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



be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of Attachments are as follows:

Attachment A: Standard Terms and Conditions

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: 2024 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: For the ENGINEER:

City Administrator and City Clerk United City of Yorkville 651 Prairie Pointe Drive Yorkville, IL 60560 Engineering Enterprises, Inc. 52 Wheeler Road Sugar Grove Illinois 60554

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

Agreed to thisday 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 - Construction Engineering

Attachment B – Scope of Services

CONSTRUCTION ENGINEERING:

- Attend the Pre-Construction Meeting with the Contractor
- Provide resident engineering for on-site observation
- Daily documentation of work tasks and calculation of installed pay items
- Monitor adherence to specifications
- Gather material inspection and coordinate any required testing on behalf of the City
- Provide guidance to the Contractor when questions arise during construction
- Prepare/verify pay estimates
- Gather invoices and waivers of lien from the Contractor
- Provide information to residents as required
- Perform punch list inspections, provide follow up inspections and recommend acceptance when appropriate
- Communicate activity with City weekly or as required based on on-site activities
- Prepare necessary closeout paperwork



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 - Construction Engineering	5/13/24	CJO

TASK NO.	TASK DESCRIPTION	ROLE PERSON RATE	PIC \$246	PM \$210	SPE 2 \$200	PE \$168	SPT 2 \$175	SPT 1 \$164	ADMIN \$72	HOURS	COST
CONST	RUCTION ENGINEERING										
3.1	Contract Administration		2	26	6	6			2	42	\$ 8,304
3.2	Construction Layout			6	24	24				54	\$ 10,092
3.3	Observation and Documentation		2	28	540	540			2	1,112	\$ 205,236
	Insert Tas	k Subtotal:	4	60	570	570	-	-	4	1,208	\$ 223,632
	PROJEC	TOTAL:	4	60	570	570	-	-	4	1,208	223,632

EEI STAFF

PIC Principal In Charage 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 Adminstrative Assistant

DIRECT EXPENSES	
Printing/Scanning =	\$ -
Rubino (Material Testing) =	\$ 8,550
Vehicle Charges (\$65/day) =	\$ 7 800

DIRECT EXPENSES = \$ 16,350

LABOR SUMMARY	
EEI Labor Expenses =	\$ 223,632
TOTAL LABOR EXPENSES	\$ 223,632

TOTAL COSTS \$ 239,982



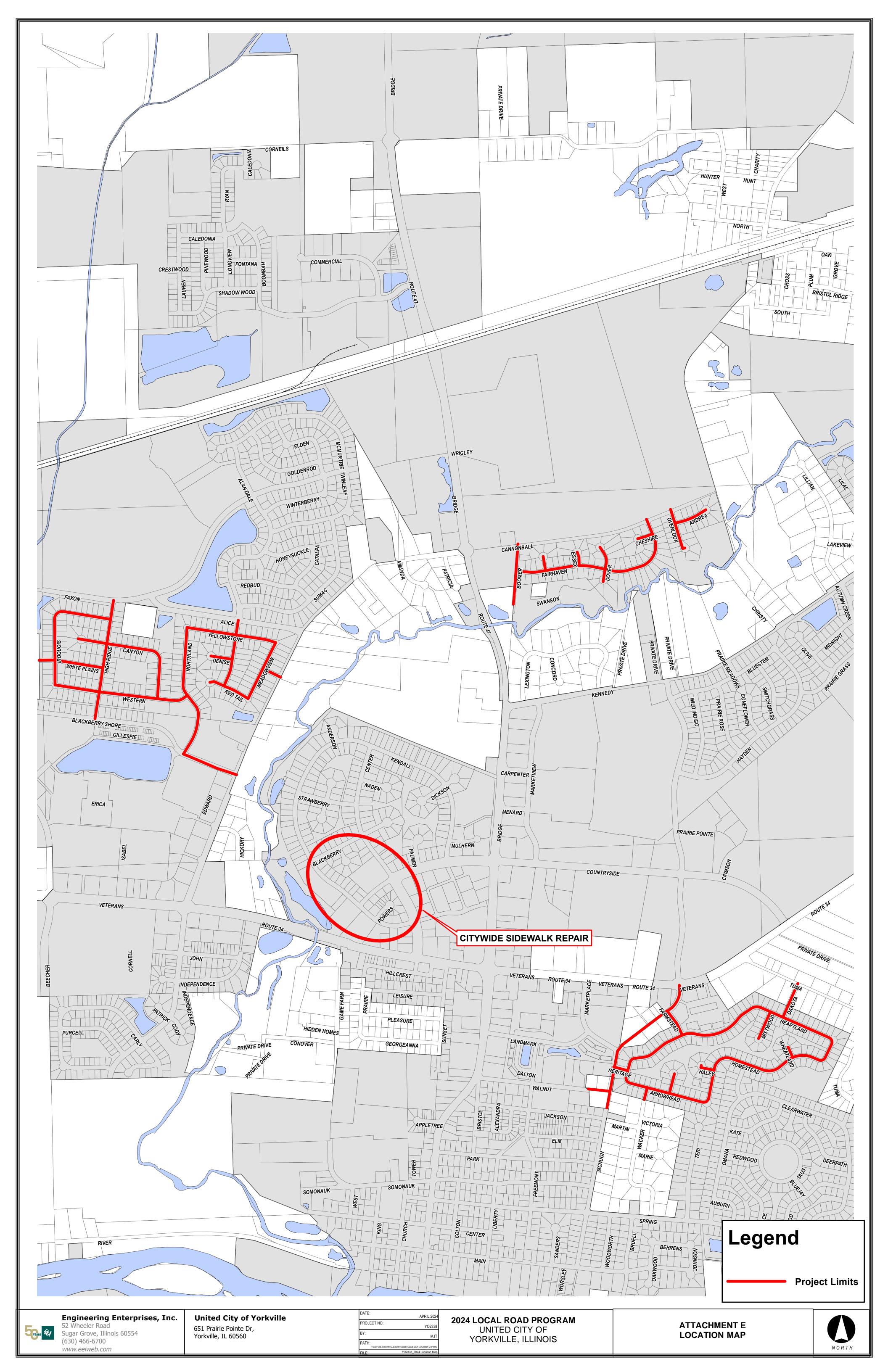
ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT	PROJECT NUMBER				
United City of Yorkville	YO2408-P				
PROJECT TITLE	DATE	PREPARED BY			
2024 Local Road Program - Construction Engineering	5/13/24	CJO			

TASK NO.	TASK DESCRIPTION	2024						
NO.		JUN	JUL	AUG	SEP	OCT	NOV	DEC
3.1	Contract Administration							
3.2	Construction Layout							
3.3	Observation and Documentation							



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





Engineering Enterprises, Inc.

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2024



EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE	
Senior Principal	E-4	\$246.00	
Principal	E-3	\$241.00	
Senior Project Manager	E-2	\$234.00	
Project Manager	E-1	\$210.00	
Senior Project Engineer/Surveyor II	P-6	\$200.00	
Senior Project Engineer/Surveyor I	P-5	\$186.00	
Project Engineer/Surveyor	P-4	\$168.00	
Senior Engineer/Surveyor	P-3	\$155.00	
Engineer/Surveyor	P-2	\$140.00	
Associate Engineer/Surveyor	P-1	\$127.00	
Senior Project Technician II	T-6	\$175.00	
Senior Project Technician I	T-5	\$164.00	
Project Technician	T-4	\$153.00	
Senior Technician	T-3	\$140.00	
Technician	T-2	\$127.00	
Associate Technician	T-1	\$111.00	
GIS Technician II	G-2	\$125.00	
GIS Technician I	G-1	\$114.00	
Engineering/Land Surveying Intern	I-1	\$ 82.00	
Executive Administrative Assistant	A-4	\$ 77.00	
Administrative Assistant	A-3	\$ 72.00	

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation \$ 20.00

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 \$ 225.00 Expert Testimony \$ 275.00



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

Agenda Item Number
New Business #3
Tracking Number
PW 2024-43

Agenda Item Summary Memo

Title: 2025 Water M	Iain Replacement Design Engin	eering Agreement			
Meeting and Date:	Public Works Committee – Ma	ay 21, 2024			
Synopsis: Please see	e the attached memo.				
Council Action Prev	viously Taken:				
Date of Action:	Action Taken:				
Item Number:					
Type of Vote Requir	red: Majority				
Council Action Req	uested: Approval				
Submitted by:	Eric Dhuse Name	Public Works Department			
Agenda Item Notes:					



Memorandum

To: Public Works Committee

From: Eric Dhuse, Director of Public Works

CC: Bart Olson, City Administrator

Date: May 6, 2024

Subject: 2025 Water Main Replacement Design Engineering Agreement

Summary

A proposed engineering agreement with EEI to prepare plans 2025 Water Main Replacement program.

Background

As part of the Lake Michigan water project, it is necessary to make internal system upgrades to improve our system and reduce our non-revenue water loss. This project will replace 7,700' of cast iron with ductile iron water main which is required as part of our allocation.

This agreement also includes funds for easements near the west end of W. Hydraulic Ave. to remove 2 dead ends and make a water main loop.

We expect field work and design and permitting to take us through the end of the year with bidding to immediately follow just after the first of the year, and a contract awarded in early spring. This year, the contractor was able to begin work in March which worked out extremely well. I foresee that being the case next year as well. This does mean that the project will split fiscal years, beginning at the end of FY 25 and wrapping up halfway through FY 26.

This engineering agreement is the typical engineering agreement for this type of work. EEI will provide all the engineering, management, and regulatory agency coordination to get this project bid out and awarded for a proposed flat fee of \$318,720. This money is budgeted in the approved FY 25 budget in the water fund line item "Water Main Replacement Program".

Recommendation

Staff recommends approval of this agreement with EEI in the amount of \$318,720.

2025 Water Main Improvements United City of Yorkville Agreement for Professional Services – Design Engineering

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

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment A. Design Engineering services shall be provided as indicated on the Scope of Services on Attachment B. The Engineer shall work with the City to develop a contracting and bidding schedule consistent with available funding. All Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Environmental Protection Agency, and Illinois Department of Transportation requirements.

B. Term:

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

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for monthly based on the percentage of the project that is complete. The Fixed Fee amount for the Design Engineering is \$318,720.00. The hourly rates for this project are shown in 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 Kane County, Illinois.

G. Independent ENGINEER:

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 ENGINEER. ENGINEER will not be considered an employee to the City for any purpose.

H. Certifications:

Employment Status: The ENGINEER 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 ENGINEER 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 ENGINEER is an individual, the ENGINEER 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 ENGINEER 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.

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Non-Discrimination, Certification, and Equal Employment Opportunity: The ENGINEER 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 ENGINEER 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 ENGINEER agrees to incorporate this clause into all subcontracts under this Contract.

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Record Retention and Audits: If 30 Illinois Compiled Statutes 500/20-65 requires the ENGINEER (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 ENGINEER 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 ENGINEER certifies that he/she is a: <u>x</u> United States Citizen ___ Resident Alien ___ Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

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

I. Indemnification:

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

J. Insurance:

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



K. Additional Terms or Modification:

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

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services

Attachment C: Estimated Level of Effort and Associated Cost

Attachment D: Location Map

Attachment E: Anticipated Project Schedule

Attachment F: 2024 Standard Schedule of Charges

Attachment G: IEPA Professional Services Contract Clauses

Attachment H: USEPA / WIFIA Professional Services Contract Clauses

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:	For the ENGINEER:
City Administrator and City Clerk United City of Yorkville 651 Prairie Pointe Drive Yorkville, IL 60560	Engineering Enterprises, Inc. 52 Wheeler Road Sugar Grove Illinois 60554
Either of the parties may designate in writing or persons in connection with required notic	
Agreed to thisday of, 2024.	
United City of Yorkville	Engineering Enterprises, Inc.:
John Purcell Mayor	Brad Sanderson, P.E. Chief Operating Officer /President
Jori Behland	Angela R. Smith
City Clerk	Executive Assistant



ATTACHMENT A - STANDARD TERMS AND CONDITIONS

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

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. ENGINEER agrees to cooperate with the OWNER, as necessary, to remediate a Hazardous Condition, but same may result in additional costs to the OWNER.



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.



2025 Water Main Improvements – Design Engineering United City of Yorkville, IL

Attachment B - Scope of Services

The United City of Yorkville requires Design Engineering services to replace approximately 8,815 feet of existing 8" and 12" water main along Adams St, State St, Main St, Morgan St, Van Emmon St, Madison St, Washington St, and Orange St. A map of the project location can be found in Attachment D of this proposal.

The following list of work items establishes the scope of engineering services for this project:

DESIGN ENGINEERING:

2.1 Project Management and Administration

- Management of Personnel and the Engineering Contract
- Budget Tracking
- Coordination with the City and Subconsultants (Rubino Engineering)

2.2 Project Meetings

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

2.3 Topographic Survey & Easements

- Field Survey
- Drafting to Create Base File

2.4 Utility Coordination

- Design JULIE
- Plan Submission and Coordinate with Private Utilities

2.5 Final Plans, Specifications and Estimates

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

2.6 Regulatory Agency Coordination and Permitting

- Prepare IEPA Construction Permit Application and Acquire Permit
- Coordination with Other Regulatory Agencies as Required (IDOT, Railroad)

2.7 Bidding and Contracting Services

- Prepare Bidders List and Ad for Bid
- Submit Ad for Bid to the Local Paper and Post Bidding Documents on QuestCDN
- Address Bid Questions and Prepare Addenda
- Attend Bid Opening



- Prepare Bid Tab, Bid Summary, and Recommendation of Award
- Execute Contract Documents

DIRECT EXPENSES

The following scope of services will be provided by EEI's subconsultant: Geotechnical and CCDD (Rubino Engineering, Inc.)

- Sixteen (16) Soil Boring 10' in depth
- Prepare Geotechnical Report and CCDD Analysis
- Prepare LPC 662/663 Permit
- Land Acquisition Services (2 Easements)

EXCLUSIONS

The above scope of services does not include the following:

- Property Negotiations
- Environmental Surveys
- Sewer Televising

The above scope summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with EEI's Standard Schedule of Charges (Attachment F) in affect at the time the extra work is performed.



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

CLIENT	PROJECT NUMBER
United City of Yorkville	YO2420-P
PROJECT TITLE	DATE PREPARED BY
2025 Water Main Improvements	5/7/24 KDW

TASK	RO	E PIC	SPM	PM	SPE 1	SPM	SPT2	ST	CM	SPT1	ADMIN		
NO.	TASK DESCRIPTION											HOURS	COST
	RA	TE \$246	\$241	\$210	\$200	\$234	\$175	\$168	\$175	\$164	\$70		
DESIGN	I ENGINEERING												
2.1	Project Management and Administration	1	3 26	98	12	•	•	•	ı	•	-	149	\$ 32,444
2.2	Project Meetings		2 -	4	6	•	•	•	ı	•	-	12	\$ 2,532
2.3	Topographic Survey & Easements			8	12	89	180	40	•	•	-	329	\$ 63,126
2.4	Utility Coordination			3	12	-	-	-	1	-	-	15	\$ 3,030
2.5	Final Plans, Specifications, and Estimates		7 20	121	300	•	•	•	130	240	-	818	\$ 154,062
2.6	Regulatory Agency Coordination and Permitting			24	24	•	•	•	•	•	-	48	\$ 9,840
2.7	Bidding and Contracting		1 -	19	32	-	-	-	•	-	5	57	\$ 10,986
	Design Engineering Subtot	al: 2	3 46	277	398	89	180	40	130	240	5	1,428	\$ 276,020
	PROJECT TOTAL	2	3 46	277	398	89	180	40	130	240	5	1,428	276,020

EEI STAFF

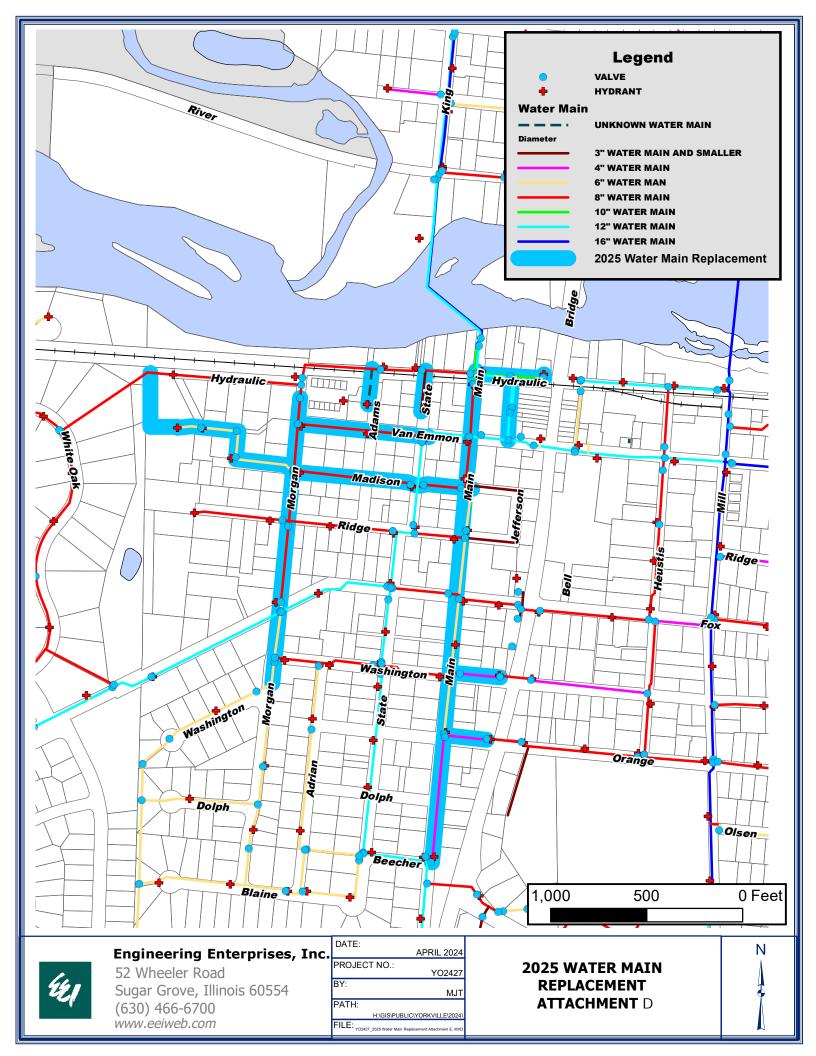
PIC Principal In Charge
SPM Senior Project Manager
PM Project Manager
SPE 1 Senior Project Engineer I
SPT 2 Senior Project Technician II
SPT 1 Senior Project Technician I
ST Senior Technician
ADMIN Adminstrative Assistant

DIRECT EXPENSES	
Easement Acquisition =	\$ 30,000
Printing =	\$ 150
Geotechnical/CCDD =	\$ 12,550
DIRECT EXPENSES =	\$ 42,700

LABOR SUMMARY	
EEI Labor Expenses =	\$ 276,020
TOTAL LABOR EXPENSES	\$ 276,020

TOTAL COSTS \$ 318,720





ATTACHMENT E: ESTIMATED SCHEDULE

CLIENT	PROJECT NUMBER		
United City of Yorkville	YO2427-P		
PROJECT TITLE	DATE	PREPARED BY	
2025 Water Main Improvements	4/25/24	KDW	

TASK													
NO.	TASK DESCRIPTION	2024								2025			
NO.	NO.		JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR
DESIGI	N ENGINEERING												
2.1	Project Management and Administration												
2.2	Project Meetings												
2.3	Topographic Survey												
2.4	Utility Coordination												
2.5	Final Plans, Specifications, and Estimates												
2.6	Regulatory Agency Coordination and Permitting												
2.7	Bidding and Contracting												





Engineering Enterprises, Inc.

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2024



EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$246.00
Principal	E-3	\$241.00
Senior Project Manager	E-2	\$234.00
Project Manager	E-1	\$210.00
Senior Project Engineer/Surveyor II	P-6	\$200.00
Senior Project Engineer/Surveyor I	P-5	\$186.00
Project Engineer/Surveyor	P-4	\$168.00
Senior Engineer/Surveyor	P-3	\$155.00
Engineer/Surveyor	P-2	\$140.00
Associate Engineer/Surveyor	P-1	\$127.00
Senior Project Technician II	T-6	\$175.00
Senior Project Technician I	T-5	\$164.00
Project Technician	T-4	\$153.00
Senior Technician	T-3	\$140.00
Technician	T-2	\$127.00
Associate Technician	T-1	\$111.00
GIS Technician II	G-2	\$125.00
GIS Technician I	G-1	\$114.00
Engineering/Land Surveying Intern	I-1	\$ 82.00
Executive Administrative Assistant	A-4	\$ 77.00
Administrative Assistant	A-3	\$ 72.00

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation \$ 20.00

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 \$ 225.00 Expert Testimony \$ 275.00

ATTACHMENT G IEPA PROFESSIONAL SERVICES CONTRACT CLAUSES

Audit and Access to Records Clause:

- A. Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- B. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- C. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- D. The final audit report shall include the written comments, if any, of the audited parties.
- E. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

Covenant Against Contingent Fees:

The professional services contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Certification Regarding Debarment, Suspension and Other Responsibility Matters:

Form EPA 5700-49 is signed and attached as part of Attachment G.

USEPA Nondiscrimination Clause:

The contractor (engineer) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

USEPA Fair Share Percentage Clause:

The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the [WPC or PWS] Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs".



EPA Project	Control Number

EPA FORM 5700-49 (11-88)

United States Environmental Protection Agency Washington, D.C. 20460

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public: (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name and Title of Authorized Representative	
Signature of Authorized Representative	Date
Signature of Authorized Representative	Date
I am unable to certify to the above statements	May explanation is attached

ATTACHMENT H SUPPLEMENTARY USEPA / WIFIA PROFESSIONAL SERVICES CONTRACT CLAUSES

ECONOMIC AND MISCELLANEOUS AUTHORITIES

DEBARMENT AND SUSPENSION AND PROHIBITIONS RELATING TO VIOLATIONS OF CWA AND CAA WITH RESPECT TO FEDERAL CONTRACTS, GRANTS, OR LOANS

Debarment and Suspension. Contractor certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the [Project]. Suspension and debarment information can be accessed at http://www.sam.gov. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

NEW RESTRICTIONS ON LOBBYING

Federal Lobbying Restrictions (31 U.S.C 1352). Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Contractor shall complete and submit to the City the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.



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

Agenda Item Number
New Business #4
Tracking Number
PW 2024-44
<u> </u>

Agenda Item Summary Memo

Title: Bluestem Wa	ter Main Replacement – Design E	Engineering Agreement	
Meeting and Date:	Public Works Committee – May	21, 2024	
Synopsis: Please se	e the attached memo.		
Council Action Pres	viously Taken:		
Date of Action:	Action Taken:		
Item Number:			
Type of Vote Requi	red: Majority		
Council Action Req	uested: Approval		
Submitted by:	Eric Dhuse Name	Public Works	
		Department	
	Agenda Item N	otes:	



Memorandum

To: Public Works Committee

From: Eric Dhuse, Director of Public Works

CC: Bart Olson, City Administrator

Date: May 6, 2024

Subject: Bluestem Water Main Replacement Engineering Agreement

Summary

A proposed engineering agreement with EEI to prepare plans for the Bluestem water main replacement project.

Background

As part of the Lake Michigan water project, it is necessary to make internal system upgrades to improve the water flow throughout town. This project will replace a small section of 8" water main on Bluestem from Prairie Rose to McHugh with 16" water main. Currently, there is already 16" that serves the rest of Bluestem, goes through Autumn Creek, and back through Grande Reserve all the way to the Well 8 & 9 treatment plant. This plant is slated to become a receiving point for Lake Michigan, so this connection will allow us to flow more water to be able to distribute it throughout the system in a more efficient manner.

I do not know for sure why the 16" wasn't extended to McHugh where is transitions to a 12" when it was originally constructed in 2005, but I have an idea that it was to save the developer money by not running a 16" transmission main along Kennedy Rd. and an 8" main on Bluestem for the residential services.

This engineering agreement is the typical engineering agreement for this type of work. EEI will provide all the engineering, management, and regulatory agency coordination to get this project bid out and awarded for a proposed flat fee of \$56,985. This money is budgeted in the approved FY 25 budget in the water fund line item "Water Sourcing – DWC".

Recommendation

Staff recommends approval of this agreement with EEI in the amount of \$56,985.

Bluestem Water Main Improvements United City of Yorkville Agreement for Professional Services – Design Engineering

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

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations along with exhibits, cost estimates and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment A. Design Engineering services shall be provided as indicated on the Scope of Services on Attachment B. The Engineer shall work with the City to develop a contracting and bidding schedule consistent with available funding. All Engineering will be in accordance with all City, Standard Specifications for Water and Sewer Construction in Illinois, Illinois Environmental Protection Agency, and Illinois Department of Transportation requirements.

B. Term:

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

C. Compensation and maximum amounts due to ENGINEER:

ENGINEER shall receive as compensation for all work and services to be performed herein an amount based on the Estimated Level of Effort and Associated Cost included in Attachment C. Design Engineering will be paid for monthly based on the percentage of the project that is complete. The Fixed Fee amount for the Design Engineering is \$56,985.00. The hourly rates for this project are shown in 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 Kane County, Illinois.

G. Independent ENGINEER:

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 ENGINEER. ENGINEER will not be considered an employee to the City for any purpose.

H. Certifications:

Employment Status: The ENGINEER 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 ENGINEER 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 ENGINEER is an individual, the ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER agrees to incorporate this clause into all subcontracts under this Contract.

International Boycott: The ENGINEER 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 ENGINEER (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 ENGINEER 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 ENGINEER certifies that he/she is a: x United States Citizen ____ Resident Alien ____ Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

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

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services

Attachment C: Estimated Level of Effort and Associated Cost

Attachment D: Location Map

Attachment E: Anticipated Project Schedule

Attachment F: 2024 Standard Schedule of Charges

Attachment G: IEPA Professional Services Contract Clauses

Attachment H: USEPA / WIFIA Professional Services Contract Clauses

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:	For the ENGINEER:
City Administrator and City Clerk United City of Yorkville 651 Prairie Pointe Drive Yorkville, IL 60560	Engineering Enterprises, Inc. 52 Wheeler Road Sugar Grove Illinois 60554
Either of the parties may designate in writing or persons in connection with required notice	
Agreed to thisday of, 2024.	
United City of Yorkville	Engineering Enterprises, Inc.:
	
John Purcell Mayor	Brad Sanderson, P.E. Chief Operating Officer /President
Jori Behland	Angela R. Smith



City Clerk

Executive Assistant

ATTACHMENT A - STANDARD TERMS AND CONDITIONS

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

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. ENGINEER agrees to cooperate with the OWNER, as necessary, to remediate a Hazardous Condition, but same may result in additional costs to the OWNER.



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.



Bluestem Water Main Improvements – Design Engineering United City of Yorkville, IL

Attachment B - Scope of Services

The United City of Yorkville requires Design Engineering services to replace approximately 716 feet of existing 8" water main with 16" water main along Bluestem Drive between McHugh Road and Prairie Rose Lane. A map of the project location can be found in Attachment D of this proposal.

The following list of work items establishes the scope of engineering services for this project:

DESIGN ENGINEERING:

2.1 Project Management and Administration

- Management of Personnel and the Engineering Contract
- Budget Tracking
- Coordination with the City and Subconsultants (Rubino Engineering)

2.2 Project Meetings

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

2.3 Topographic Survey & Easements

- Field Survey
- Drafting to Create Base File

2.4 Utility Coordination

- Design JULIE
- Plan Submission and Coordinate with Private Utilities

2.5 Final Plans, Specifications and Estimates

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

2.6 Regulatory Agency Coordination and Permitting

- Prepare IEPA Construction Permit Application and Acquire Permit
- Coordination with Other Regulatory Agencies as Required

2.7 Bidding and Contracting Services

- Prepare Bidders List and Ad for Bid
- Submit Ad for Bid to the Local Paper and Post Bidding Documents on QuestCDN
- Address Bid Questions and Prepare Addenda
- Attend Bid Opening



- Prepare Bid Tab, Bid Summary, and Recommendation of Award
- Execute Contract Documents

DIRECT EXPENSES

The following scope of services will be provided by EEI's subconsultant: Geotechnical and CCDD (Rubino Engineering, Inc.)

- One (1) Soil Boring 10' in depth
- Prepare Geotechnical Report and CCDD Analysis
- Prepare LPC 662/663 Permit

EXCLUSIONS

The above scope of services does not include the following:

- Property Negotiations
- Environmental Surveys
- Sewer Televising
- Easements

The above scope summarizes the work items that will be completed for this contract. Additional work items, including additional meetings beyond the meetings defined in the above scope shall be considered outside the scope of the base contract and will be billed in accordance with EEI's Standard Schedule of Charges (Attachment F) in affect at the time the extra work is performed.



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

CLIENT	PROJECT NUMBER	
United City of Yorkville	YO2420-P	
PROJECT TITLE	DATE	PREPARED BY
Bluestem Water Main Improvements	4/25/24	KDW

TASK	ROLE	PIC	SPM	PM	SPE 1	SPM	SPT2	ST	CM	SPT1	ADMIN			
NO.	TASK DESCRIPTION		***	***	A / 0.0	4001	A / = =	A / 0.0	A / = =	A 10 1	A=0	HOURS	С	COST
	RATE	\$246	\$241	\$210	\$186	\$234	\$175	\$168	\$175	\$164	\$70			
DESIGN	N ENGINEERING													
2.1	Project Management and Administration	-	-	12	2	-	-	ı	ı	-	-	14	\$	2,892
2.2	Project Meetings	2	-	4	6	-	-	ı	ı	-	-	12	\$	2,448
2.3	Topographic Survey & Easements	-	-	-	-	9	19	-	-	-	-	28	\$	5,431
2.4	Utility Coordination	-	-	3	9	-	-	1	1	-	-	12	\$	2,304
2.5	Final Plans, Specifications, and Estimates		-	18	68			•	20	64	-	170	\$	30,424
2.6	Regulatory Agency Coordination and Permitting	-	-	4	10	-		•	•	-	-	14	\$	2,700
2.7	Bidding and Contracting	1	-	8	10	-	1	•	•	-	5	24	\$	4,136
	Design Engineering Subtotal	3	-	49	105	9	19	-	20	64	5	274	\$	50,335
	PROJECT TOTAL:	3	-	49	105	9	19	-	20	64	5	274		50,335

EEI STAFF

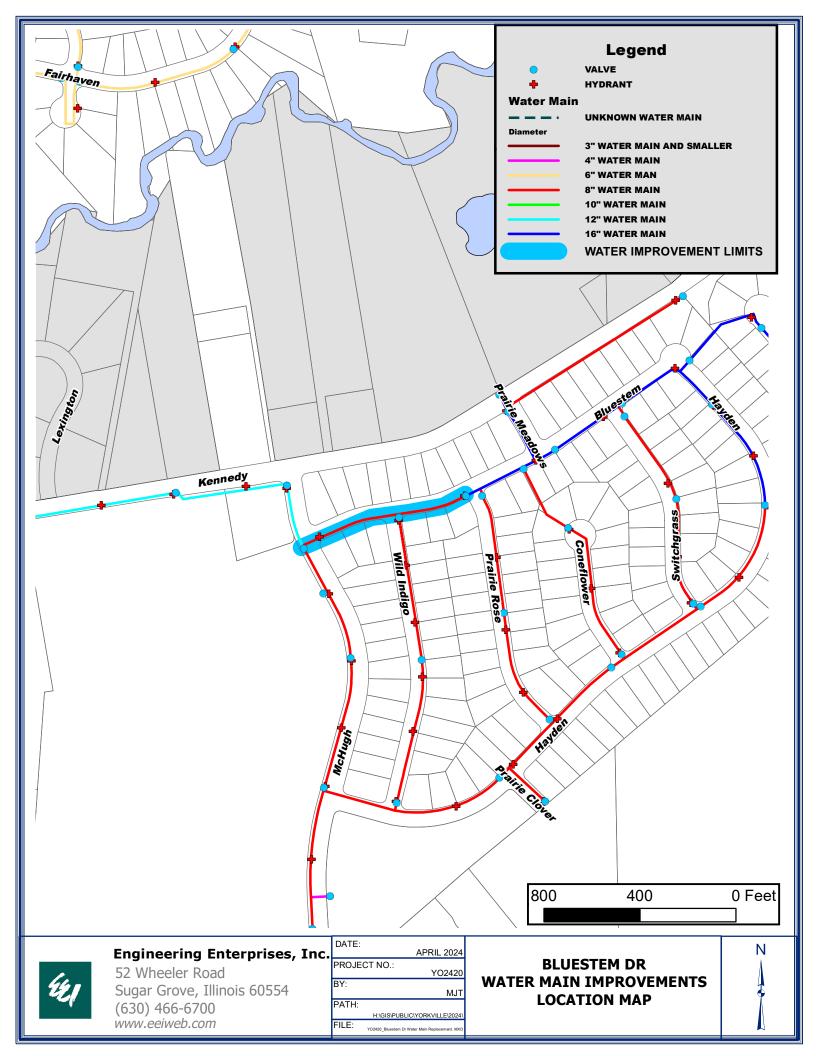
PIC Principal In Charge
SPM Senior Project Manager
PM Project Manager
SPE 1 Senior Project Engineer I
SPT 2 Senior Project Technician II
SPT 1 Senior Project Technician I
ST Senior Technician
ADMIN Adminstrative Assistant

DIRECT EXPENSES	
Mileage =	\$ -
Printing =	\$ 100
Geotechnical/CCDD =	\$ 6,550
DIRECT EXPENSES =	\$ 6,650

LABOR SUMMARY	
EEI Labor Expenses =	\$ 50,335
TOTAL LABOR EXPENSES	\$ 50,335

TOTAL COSTS \$ 56,985





ATTACHMENT E: ESTIMATED SCHEDULE

CLIENT	PROJECT NUMBER		
United City of Yorkville	YO2420-P		
PROJECT TITLE	DATE	PREPARED BY	
Bluestem Water Main Improvements	4/25/24	KDW	

TASK													
NO.	TASK DESCRIPTION	2024								2025			
NO.		MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR
DESIGI	N ENGINEERING												
2.1	Project Management and Administration												
2.2	Project Meetings												
2.3	Topographic Survey												
2.4	Utility Coordination												
2.5	Final Plans, Specifications, and Estimates												
	Regulatory Agency Coordination and Permitting												
2.7	Bidding and Contracting												





Engineering Enterprises, Inc.

STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2024



EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$246.00
Principal	E-3	\$241.00
Senior Project Manager	E-2	\$234.00
Project Manager	E-1	\$210.00
Senior Project Engineer/Surveyor II	P-6	\$200.00
Senior Project Engineer/Surveyor I	P-5	\$186.00
Project Engineer/Surveyor	P-4	\$168.00
Senior Engineer/Surveyor	P-3	\$155.00
Engineer/Surveyor	P-2	\$140.00
Associate Engineer/Surveyor	P-1	\$127.00
Senior Project Technician II	T-6	\$175.00
Senior Project Technician I	T-5	\$164.00
Project Technician	T-4	\$153.00
Senior Technician	T-3	\$140.00
Technician	T-2	\$127.00
Associate Technician	T-1	\$111.00
GIS Technician II	G-2	\$125.00
GIS Technician I	G-1	\$114.00
Engineering/Land Surveying Intern	I-1	\$ 82.00
Executive Administrative Assistant	A-4	\$ 77.00
Administrative Assistant	A-3	\$ 72.00

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation \$ 20.00

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 \$ 225.00 Expert Testimony \$ 275.00

ATTACHMENT G IEPA PROFESSIONAL SERVICES CONTRACT CLAUSES

Audit and Access to Records Clause:

- A. Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- B. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- C. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- D. The final audit report shall include the written comments, if any, of the audited parties.
- E. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

Covenant Against Contingent Fees:

The professional services contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Certification Regarding Debarment, Suspension and Other Responsibility Matters:

Form EPA 5700-49 is signed and attached as part of Attachment G.

USEPA Nondiscrimination Clause:

The contractor (engineer) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

USEPA Fair Share Percentage Clause:

The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the [WPC or PWS] Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs".



EPA Project	Control Number

EPA FORM 5700-49 (11-88)

United States Environmental Protection Agency Washington, D.C. 20460

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public: (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name and Title of Authorized Representative	
Signature of Authorized Representative	Date
Signature of Authorized Representative	Date
I am unable to certify to the above statements	May explanation is attached

ATTACHMENT H SUPPLEMENTARY USEPA / WIFIA PROFESSIONAL SERVICES CONTRACT CLAUSES

ECONOMIC AND MISCELLANEOUS AUTHORITIES

DEBARMENT AND SUSPENSION AND PROHIBITIONS RELATING TO VIOLATIONS OF CWA AND CAA WITH RESPECT TO FEDERAL CONTRACTS, GRANTS, OR LOANS

Debarment and Suspension. Contractor certifies that it will not knowingly enter into a contract with anyone who is ineligible under the 2 CFR part 180 and part 1532 (per Executive Order 12549, 51 FR 6370, February 21, 1986) or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act to participate in the [Project]. Suspension and debarment information can be accessed at http://www.sam.gov. Contractor represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its subcontracts under this Agreement.

NEW RESTRICTIONS ON LOBBYING

Federal Lobbying Restrictions (31 U.S.C 1352). Recipients of federal financial assistance may not pay any person for influencing or attempting to influence any officer or employee of a federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, continuation, renewal, amendment, or modification of a federal grant, loan, or contract. These requirements are implemented for USEPA in 40 CFR Part 34, which also describes types of activities, such as legislative liaison activities and professional and technical services, which are not subject to this prohibition. Upon award of this contract, Contractor shall complete and submit to the City the certification and disclosure forms in Appendix A and Appendix B to 40 CFR Part 34. Contractor shall also require all subcontractors and suppliers of any tier awarded a subcontract over \$100,000 to similarly complete and submit the certification and disclosure forms pursuant to the process set forth in 40 CFR 34.110.



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

Agenda Item Number	
New Business #5	
Tracking Number	
PW 2024-45	

Agenda Item Summary Memo

Title: Water Rate Analysis Proposal				
Meeting and Dat	e: Public Works Committee – May	21, 2024		
Synopsis: Please see the attached memo.				
Council Action P	reviously Taken:			
Date of Action:	Action Taken:	_		
Item Number:				
Type of Vote Required: Majority				
Council Action Requested: Approval				
Submitted by:	Eric Dhuse / Rob Fredrickson	Public Works / Finance		
_	Name	Department		
Agenda Item Notes:				



Memorandum

To: Public Works Committee

From: Eric Dhuse, Director of Public Works

Rob Fredrickson, Finance Director

Date: May 9, 2024

Subject: Water Rate Analysis Proposal

Summary

Approval of a proposed Professional Services Agreement with EEI for a water rate analysis.

Background

As discussed previously during the water rate deliberations (April 23rd) and the WIFIA bond authorization discussion (May 14th), Council will eventually need to adopt a multi-year water rate plan in order to close on the upcoming WIFIA loan. In order to develop a multi-year rate plan, the City will need to conduct a water rate analysis, funding for which has been included in the FY 2025 budget (estimated at \$100,000 in Engineering Services line item within the Water Fund).

Beyond the obvious reason of establishing a multi-year rate structure, the primary purpose of conducting a water rate analysis is to provide assurance to WIFIA, and other bond holders, that the City will meet its debt coverage requirements. As noted in the preceding paragraph, in order to close on the WIFIA loan and future bond issues for the DWC/Lake Michigan water sourcing project, the City must prove that revenues equal at least 125% of total debt service. If the revenues used to demonstrate coverage are projected and based on future rate increases, those increases must have already been approved by City Council. The multi-year rate plan can be adjusted up or down, depending on actual future water sale revenues; however, the projections must be made by an outside firm, not related to the City or the bond/WIFIA loan issuance.

This analysis will not only consider the DWC connections and infrastructure, but it will also include our internal improvements such as the water main replacement program and water meter replacement along with ongoing operational and maintenance costs within the Water Fund. EEI's proposed agreement outlines detailed work items, including progress meetings with City staff, which will ultimately culminate in a presentation to City Council. This is proposed as an hourly agreement and work is estimated to cost \$88,900, which is \$11,100 less than initially budgeted. The analysis will start as soon as the agreement is approved and is scheduled to wrap up early in 2025.

Recommendation

Staff recommends the approval of the proposed Professional Services Agreement for a Water Rate Analysis from EEI in the amount of \$88,900.

Water Rate Study United City of Yorkville Professional Services Agreement

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

A. Services:

The Engineer shall furnish the necessary personnel, materials, equipment, and expertise to make the necessary investigations, analysis, and calculations along with exhibits, cost estimates, and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment B. Services to be provided include engineering services for the preparation of the Water Rate Study.

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:

Contractor shall receive as compensation for all work and services to be performed herein an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. The total contract amount shall be paid for on an hourly or actual basis in an estimated amount of \$88,900. The hourly rates for this project are shown in the attached 2024 Standard Schedule of Charges (Attachment E). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

D. Changes in Rates of Compensation:

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

E. Ownership of Records and Documents:

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



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

F. Governing Law:

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

G. Independent Contractor:

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

H. Certifications:

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

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

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

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

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

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



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

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

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

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

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

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



I. Indemnification:

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

J. Insurance:

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

K. Additional Terms or Modification:

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

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Services

Attachment C: Estimated Level of Effort and Associated Cost

Attachment D: Anticipated Project Schedule

Attachment E: 2024 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:	For the ENGINEER:	
City Administrator and City Clerk United City of Yorkville 651 Prairie Pointe Drive Yorkville, IL 60560	Engineering Enterprises, Inc. 52 Wheeler Road Sugar Grove Illinois 60554	
Either of the parties may designate in writing persons in connection with required notices.	ng from time to time substitute addresses or	
Agreed to thisday 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

Attachment A

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

Water Rate Study United City of Yorkville, IL Professional Services Agreement

Attachment B - Scope of Services

We propose to furnish the necessary personnel, materials, equipment and expertise to make the necessary investigations, analysis and calculations, along with exhibits, cost estimates and narrative, and to review the existing capital improvement and maintenance plans, identify major deficiencies, and produce a written report recommending any necessary adjustments to the City's water connection fee and water and sewer rate and fee structure.

A listing of the activities and items to be covered and/or provided is as follows:

PROJECT FACILITATION

- 1 Project Administration
- 2 Project Meeting No. 1 Project Initiation Meeting (Internal and with City)
- 3 Coordinating Request for Information

RATE ANALYSIS

- 4 Review of Background Info and Proposed CIP
- 5 Review Pumped and Billed Water for Last Five Years by Consumer Type
- 6 Preparing Population, Service Connections, and Water Use Projections
- 7 Inventory Water Facilities (Wells, WTPs, Pump Stations, Storage Tanks)
- 8 Review Reserve Policy for the Water Funds
- 9 Internal Progress Meeting Preparation and Attendance
- 10 Project Meeting No. 2 Progress Meeting with City Staff
- 11 Review Costs of Lake Michigan Supply Improvements Internal
- 12 Review Costs of Lake Michigan Supply Improvements Commission
- 13 Review Costs of Lake Michigan Connection Improvements NRW
- 14 Coordinate/Confirm Best Available Future DWC Rates
- 15 Coordinate with Spear/Stantec on Bond Payments for Lake Michigan Imp.
- 16 Assemble CIP costs and WM Replacement
- 17 Review and Update Maintenance Schedules and Costs, Prepare 5, 20 yr Projections
- 18 Project NRW Cost Impacts
- 19 Evaluation of Historical Revenues and Project Future Water Revenues
- 20 Evaluation of Historical Expenses and Project Future Water Expenses
- 21 Internal Progress Meeting Preparation and Attendance
- 22 Project Meeting No. 3 Progress Meeting with City Staff Revenues and Expenses
- 23 Review Unincorporated to Incorporated Rate Ratio
- 24 Develop Base Service Charge and Rate Options (Maximum of 5)
- 25 Develop Base Service Charge/Rate Comparisons
- 26 Preparation for Progress Meeting No. 4 With City Staff



- 27 Internal Discussion Regarding Rate Options
- 28 Revisions to Rate Options Based on Internal Comments
- 29 Internal Progress Meeting Preparation and Attendance
- 30 Project Meeting No. 4 Progress Meeting with City Staff Rate Options
- 31 Revisions to Rate Options Based on City Comments

REPORT & PRESENTATION

- 32 Prepare Draft Report For City For Review
- 33 Prepare Draft Presentation For City Staff Review
- 34 Internal Progress Meeting Preparation and Attendance
- 35 Project Meeting No. 6 Review Draft Report and Presentation With City Staff
- 36 Finalize Report
- 37 Finalize Presentation
- 38 Project Meeting No. 7 City Board/Committee Presentation & Final Report Submittal

NOTES:

- 1. The following work items are excluded from the project scope of this study:
 - a. A review of the capacity of all existing Water Works System Facilities for current and future water use,
 - b. Sanitary and storm sewer revenues, expenses, and rate analysis.

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



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

CLIENT	PROJECT NUMBER	
United City of Yorkville	YO24XX	
PROJECT TITLE	DATE	PREPARED BY
Water Rate Study	5/6/24	MLP

		ROLE	PIC	PM	PE	PF	DE	SR TECH	ADMIN	1		
TASK	TASK DESCRIPTION	PERSON	BPS	MLP	EMC	PE	PE	SK TECH	DRA	HOURS	(COST
NO.	THE PERSON TION	RATE	\$246	\$241	\$168				\$70	1100110	•	,001
PROJE	CT FACILITATION											
1	Project Administration			4						4	\$	964
2	Proj. Mtg No. 1 - Project Initiation Meeting (Internal and	with City)	2	6	6					14	\$	2,946
3	Coordinating Request for Information	• /	2	1	6					9	\$	1,741
	Project F	acilitation Subtotal:	4	11	12	-	-	-	-	27	\$	5,651
RATE A	NALYSIS											
4	Review of Background Info And Proposed CIP			4	4					8	\$	1.636
5	Review Pumped and Billed Water For Last Five Years I	ny Consumer Tyne		2	6					8	\$	1,490
6	Preparing Population, Service Connections, and Water	* **		4	8					12	\$	2,308
7	Inventory Water Facilities (Wells, WTPs, Pump Stations			2	4					6	\$	1,154
8	Review Reserve Policy for the Water Funds	o, otorago ranko)		1	1					2	\$	409
9	Internal Progress Meeting - Preparation and Attendance	٩	2	2	2					6	\$	1,310
10	Proj. Mtg No. 2 - Progress Meeting with City Staff		2	4	4					10	\$	2,128
11	Review Costs of Lake Michigan Supply Improvements -	Internal	2	2	4					8	\$	1.646
12	Review Costs of Lake Michigan Supply Improvements -		2	2	4					8	\$	1,646
13	Review Costs of Lake Michigan Connection Improveme		2	2	4					8	\$	1.646
14	Coordinate/Confirm Best Available Future DWC Rates		2	4	4					10	\$	2,128
	Coordinate with Spear/Stantec on Bond Payments for L	ake Michigan									Ψ	2,120
15	Improvements	and morngan	2	4	12					18	\$	3,472
16	Assemble CIP costs and WM Replacement			4	8					12	\$	2,308
	Review and Update Maintenance Schedules and Costs	, Prepare 5, 20 yr										·
17	Cost Projections		1	4	24					29	\$	5,242
18	Project NRW Cost Impacts			3	6					9	\$	1,731
19	Evaluation of Historical Revenues and Project Future V	/ater Revenues		4	12					16	\$	2,980
20	Evaluation of Historical Expenses and Project Future W	ater Expenses		4	12					16	\$	2,980
21	Internal Progress Meeting - Preparation and Attendance		2	2	2					6	\$	1,310
22	Proj. Mtg No. 3 - Progress Meeting with City Staff - Rev Expenses	iew Revenues and	4	2	2					8	\$	1,802
23	Review Unincorporated to Incorporated Rate Ratio		1	2	6					9	\$	1,736
24	Develop Base Service Charge and Rate Options (Maxin	num of E)	' '	4	20					24	\$	4,324
25	Develop Base Service Charge/Rate Comparisons	num or 5)		4	16					20	\$	3,652
26	Preparation for Progress Meeting No. 4 With City			4	4					8	\$	1,636
27	Internal Discussion Regarding Rate Options		2	2	2					6	\$	1,310
28	Revisions to Rate Options Based on Internal Comments			2	4					6	\$	1,154
29	Internal Progress Meeting - Preparation and Attendance		2	4	4					10	\$	2,128
30	Proj. Mtg No. 4 - Progress Meeting with City Staff - Rate		2	4	4					10	\$	2,128
31	Revisions to Rate Options Based on City Comments	Options	2	2	8					12	\$	2,120
01	· · · · · · · · · · · · · · · · · · ·	e Analysis Subtotal:	30	84	191	-	-	-	-	305	\$	59.712
DED.										550	Ψ	-0,Z
	T & PRESENTATION		, 1		201					40	Φ.	0.000
32	Prepare Draft Report For City For Review		4	8	36					48	\$	8,960
33	Prepare Draft Presentation For City Staff Review		2	4 2	12 2					16	\$	2,980
34	Internal Progress Meeting - Preparation and Attendance				4					6	\$	1,310
35	Proj. Mtg No. 6 - Review Draft Report and Presentation	with City	2	4					-	10	\$	2,128
36	Finalize Report		2	4	8				1	15 12	\$	2,870
37	Finalize Presentation		1	4	6				1	12	\$	2,288
38	Proj. Mtg. No. 7 - City Council Presentation & Final Rep	oort Submittal	2	8	8				1	19	\$	3,834
		esentation Subtotal:	13	34	76	-	-	-	3	126	\$	24,370
	'	PROJECT TOTAL:	47	129	279				3			89,733
		ROJECT TOTAL:	47	129	219	-	-	•	- 3	430		09,733

 EEI STAFF

 BPS
 Bradley P. Sanderson, PE

 MLP
 Michele L. Piotrowski, PE, MBA, LEED AP

EMC Emily M. Conti MJT Matthew J. Taylor DRA Deborah R. Anderson

DIRECT EXPENSES	
Printing/Scanning = Mileage =	\$ 100
DIRECT EXPENSES =	\$ 100

LABOR SUMMARY	
EEI Labor Expenses =	\$ 89,733
TOTAL LABOR EXPENSES	\$ 89,733

TOTAL COSTS \$ 89,833



ATTA	CHMENT D: ESTIMATED SCHEDULE																															
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CLIEN	United City of Yorkville																										OJEC 24XX	T NU	MBE	₹		
PROJ	ECT TITLE																									DA	ΤE				RED BY	1
	Water Rate Study																									5/6	2024		MLI	٥		-
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TASK																																
NO.	TASK DESCRIPTION									2	024															202	25	_			MAY	
DD0 15	OT FACILITATION	J	UN	_	JL	,L	_	AUG	,	,	SEP	_	U	СТ	_	NO	V		DEC	_	JA	.N	_	FEB	_	MA	ĸ		APR	_	MAY	
	CT FACILITATION			_	П	_			П				_	П	_		_	П	_			_	П	_	П	П	_	_	_	_	_	
1	Project Administration			-		-	Н							Н							-		Н			Н			#	#	-	-
2	Project Meeting No. 1 - Project Initiation Meeting	Н		_		-	Н	+	+	H	+	H	+	H	-	H	-	H	+	H	+	+	+	+	H	+	+	╁┼	+	+	₩	\vdash
3	Coordinating Request for Information																											<u>ш</u>	Щ		Щ	L
RATE A	NALYSIS																															
4	Review of Background Info And Proposed CIP		Ш		Ш			Ш	Ш	Ш		Ш		Ш		Ш		Ш		Ш	Ш		Ш	\perp	Ш	Ш		Ш	Ш		$\sqcup \!\!\! \perp$	
5	Review Pumped and Billed Water For Last Five Years by Consumer Type	Щ	Ш							Ш		Ш		Ш		Ш		Ш		Ш	Ш			\perp	Ш	Ш		Ш	Ш	'	$\sqcup \!\!\! \perp$	
6	Preparing Population, Service Connections, and Water Use Projections	$oxed{oxed}$	Ш		Ш				Ш	Ш		Ш		Щ		Ш		Ш		Ш	Ш				Ш	Ш		Ш	Ш	Ţ	\Box	
7	Inventory Water Facilities (Wells, WTPs, Pump Stations, Storage Tanks)	Ш								Ш		Ш		Ш						Ш					Ш			Ш	Ш		LL	
8	Review Reserve Policy for the Water Funds																												Ш			
9	Internal Progress Meeting - Preparation and Attendance																															
10	Project Meeting No. 2 - Progress Meeting with City Staff																															
11	Review Costs of Lake Michigan Supply Improvements - Internal																															
12	Review Costs of Lake Michigan Supply Improvements - Commission																											П	П			Г
13	Review Costs of Lake Michigan Connection Improvements - NRW																											П	П			Г
14	Coordinate/Confirm Best Available Future DWC Rates								П		П			П						П												Г
15	Coordinate with Spear/Stantec on Bond Payments for Lake Michigan Imp.								П	П	T																	Ħ	Ħ			Г
16	Assemble CIP costs and WM Replacement								П		T																	Ħ	П	T		Г
17	Review and Update Maintenance Schedules and Costs (5, 20 yr Proj)		Ħ		Ħ			T	П	Т	П		T	Ħ				Ħ		Ħ			Ħ			Ħ	T	Ħ	T	\top		T
18	Project NRW Cost Impacts			T	Ħ		П	П	П	П	П		T	Ħ		Ħ		П		Ħ					Ħ	Ħ	T	Ħ	\top	T		T
19	Evaluation of Historical Revenues and Project Future Water Revenues	Ħ	Ħ	T	Ħ	T								Ħ		Ħ		Ħ	T	Ħ	Ħ	T	Ħ		Ħ	Ħ		Ħ	\top	┰		T
20	Evaluation of Historical Expenses and Project Future Water Expenses	tt	H	1	Ħ	1		T	П	т	т		\top	Ħ	+	Ħ	+	Ħ	T	Ħ	Ħ	1	Ħ	T	Ħ	Ħ	\top	tt	\top	\top	tt	Ħ
21	Internal Progress Meeting - Preparation and Attendance	tt		1	Ħ	1	П	T	П	т	т	п		Ħ		Ħ		Ħ	T	Ħ	Ħ	1	Ħ	T	Ħ	Ħ	\top	tt	\top	\top	Ħ	T
22	Project Meeting No. 3 - Revenues and Expenses	tt		1	Ħ	1	Ħ	T	Ħ	Ħ	T	П		Ħ	+	Ħ	+	Ħ	T	Ħ	Ħ	1	Ħ	T	Ħ	Ħ	\top	tt	\top	\top	Ħ	T
23	Review Unincorporated to Incorporated Rate Ratio		H	\dashv	Ħ	T	Ħ	T	Ħ	Ħ	T	H				Ħ		Ħ	T	Ħ	Ħ	T	Ħ	\top	Ħ	Ħ	\top	tt	$\pm \pm$	+	tt	t
24	Develop Base Service Charge and Rate Options (Maximum of 5)		H	\dashv	Ħ	T	Ħ	T	Ħ	Ħ	T	H		Ħ		Ħ		Ħ	T	Ħ	Ħ	T	Ħ	\top	Ħ	Ħ	\top	tt	$\pm \pm$	+	tt	t
25	Develop Base Service Charge/Rate Comparisons	$\dagger \dagger$	H	\dashv	+	+	$\dagger \dagger$	+	+	H	T	H		П		${\dagger}$	+	Ħ	\top	H	$\forall \exists$	+	$\dagger \dagger$	+	$\dagger \dagger$	$\dagger\dagger$	\top	Ħ	$\forall \exists$	\top	\vdash	t
26	Preparation for Progress Meeting No. 4 With City Staff	$\dagger \dagger$	H	\dashv	+	+	$\dagger \dagger$	+	+	H	T	H	Т	П		Ħ	+	Ħ	\top	H	$\forall \exists$	+	$\dagger \dagger$	+	$\dagger \dagger$	$\dagger\dagger$	\top	Ħ	$\forall \exists$	\top	\vdash	t
27	Internal Discussion Regarding Rate Options	$\dagger \dagger$	H	\dashv	+	+	$\dagger \dagger$	+	+	H	T	H	\top	Ħ		H	+	Ħ	\top	H	$\forall \exists$	+	$\dagger \dagger$	+	$\dagger \dagger$	$\dagger\dagger$	\top	Ħ	$\forall \exists$	\top	\vdash	t
28	Revisions to Rate Options Based on Internal Comments	tt	H	+	\forall	\dashv	$\forall \exists$	H	\forall	H	T	H	+	Ħ		H	+	Ħ	+	H	\forall	\dashv	$\dagger\dagger$	+	Ħ	$\dagger\dagger$	+	Ħ	\forall	+	tt	H
29	Internal Progress Meeting - Preparation and Attendance	tt	H	$^+$	+	+	+	H	+	H	T	H	+	H			+	H	+	H	+	+	$\forall \exists$	+	tt	+	+	tt	+	+	\vdash	H
30	Project Meeting No. 4 - Rate Options	+	H	+	+	+	H	H	+	\vdash	+	H	+	H	+		+	H	+	H	\forall	+	+	+	H	H	+	H	\forall	+	\vdash	H
31	Revisions to Rate Options Based on City Comments	tt	H	$^+$	+	+	+	H	+	H	+	H	+	H	+	П	t	H	+	H	+	+	\forall	+	H	H	+	H	\forall	+	\vdash	H
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	T & PRESENTATION	1		1										1										1	1 1			F	4	Ţ	1	
32	Prepare Draft Report For City For Review	$\sqcup \!\!\! \perp$	Н	_	\sqcup	_	+	4	\sqcup	LL	\perp	Ц	_	\sqcup	-	\sqcup							Н	1	\sqcup	\sqcup	_	+	\dashv	4	╙	\vdash
40	Prepare Draft Presentation For City Staff Review	$\sqcup \!\!\! \perp$	Н	_	\sqcup	_	+	4	\sqcup	LL	\perp	Ц	_	\sqcup	-	Ш				Ш	Ш	_	Ш	1	\sqcup	\sqcup	_	+	\dashv	4	╙	4
41	Internal Progress Meeting - Preparation and Attendance	$oxed{oxed}$	Ц	4	Н	_	\sqcup	4	Н	Щ	\perp	Ц	_	\sqcup	4	Ш	4	Ш		Щ	\bot	_	\sqcup	4	\sqcup	\sqcup	_	$\bot\!\!\!\!\bot$	4	4	\sqcup	<u>Ļ</u>
42	Project Meeting No. 6 - Review Draft Report and Presentation	$oxed{oxed}$	Ц	4	Н	_	\sqcup	4	Н	Щ	\perp	Ц	_	\sqcup	4	Ш	4	Ш		Щ	\bot	_	\sqcup		ш	Ш	_	$\bot\!\!\!\!\bot$	4	4	\sqcup	<u>Ļ</u>
43	Finalize Report	$oxed{oxed}$	Ц	_	Ш	_	Ш	$oxed{oxed}$	Ш	oxdot	Ш	Ц	_	Ш	-	Ш	-	Ц	┸	Ш	Ш	_	\square				_	$\!$	Щ	4	$\sqcup \!\!\!\! \perp$	L
44	Finalize Presentation	$\sqcup \! \! \! \! \! \! \! \perp$	Ц	_	Ш	_	Ш	Ш	Ш	Ш	Ш	Ц		Ш		Ш		Ш				_	Ш	4	Ш	Ш		$\bot \!\!\! \bot$	Ш	₩	\sqcup	Щ
45	Project Meeting No. 7 - City Council Presentation													Ш														Ш	Ш		oxdot	Ш





Engineering Enterprises, Inc.

ATTACHMENT E - STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2024



EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$246.00
Principal	E-3	\$241.00
Senior Project Manager	E-2	\$234.00
Project Manager	E-1	\$210.00
Senior Project Engineer/Surveyor II	P-6	\$200.00
Senior Project Engineer/Surveyor I	P-5	\$186.00
Project Engineer/Surveyor	P-4	\$168.00
Senior Engineer/Surveyor	P-3	\$155.00
Engineer/Surveyor	P-2	\$140.00
Associate Engineer/Surveyor	P-1	\$127.00
Senior Project Technician II	T-6	\$175.00
Senior Project Technician I	T-5	\$164.00
Project Technician	T-4	\$153.00
Senior Technician	T-3	\$140.00
Technician	T-2	\$127.00
Associate Technician	T-1	\$111.00
GIS Technician II	G-2	\$125.00
GIS Technician I	G-1	\$114.00
Engineering/Land Surveying Intern	I-1	\$ 82.00
Executive Administrative Assistant	A-4	\$ 77.00
Administrative Assistant	A-3	\$ 72.00

VEHICLES. REPROGRAPHICS, DIRECT COSTS, DRONE AND EXPERT TESTIMONY

Vehicle for Construction Observation \$ 20.00 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 \$ 225.00 Expert Testimony \$ 275.00



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Agenda Item Number	
New Business #6	
Tracking Number	
PW 2024-46	

Agenda Item Summary Memo

Police Public Works Parks and Recreation

Title: Downtown Ri	verwalk Study	
Meeting and Date:	Public Works Committee – May	21, 2024
Synopsis:		
Council Action Prev	viously Taken:	
Date of Action:	Action Taken:	_
Item Number:		
Type of Vote Requir	red: Informational	
Council Action Req	uested: None	
Submitted by:	Brad Sanderson	Engineering
	Name	Department
	Agenda Item No	otes:



YEARS 4

Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

651 PRAIRIE POINT DRIVE KENDALL COUNTY, ILLINOIS

LLE

OWNTOWN RIVERWALK
FEASIBILITY STUDY

AERIAL MAP

DATE: APRIL 2024
PROJECT NO: Y02331
SHEET 4 OF 4



DATE: PROJECT TITLE:	April 16, 2024 DOWNTOWN RIVERWALK FEASIBILITY STUDY
DESIGNED:	TAW
JOB NO:	YO 2331



MULTIUSE PATH OVER ROUTE 47

ITEM					UNIT	
NO.	ITEM	UNIT	QUANTITY		PRICE	AMOUNT
1	TREE REMOVAL	UNIT	150	\$	40.00	\$ 6,000.00
2	EARTH EXCAVATION	CY	1,200	\$	80.00	\$ 96,000.00
3	STONE RIPRAP, RR6	CY	450	\$	125.00	\$ 56,250.00
4	AGGREGATE SUBGRADE IMPROVEMENT	CY	900	\$	40.00	\$ 36,000.00
5	AGGREGATE BASE COURSE 6-INCH	SY	500	\$	30.00	\$ 15,000.00
6	PORTLAND CEMENT CONCRETE PAVEMENT 6 INCH	SF	13,600	\$	25.00	\$ 340,000.00
7	STORM SEWER 42-INCH	LF	60	\$	300.00	\$ 18,000.00
8	PRECAST MODULAR RETAINING WALL	SF	15,100	\$	90.00	\$ 1,359,000.00
9	HANDRAIL / BIKERAIL	LF	1,680	\$	250.00	\$ 420,000.00
10	COFFER DAM	LSUM	1	\$	50,000.00	\$ 50,000.00
11	EASEMENT ACQUISITION	LSUM	1	\$	10,000.00	\$ 10,000.00
12	PROPERTY ACQUISITION	LSUM	1	\$	300,000.00	\$ 300,000.00
13	BUILDING DEMOLITION / LOT REPURPOSE	LSUM	1	\$	160,000.00	\$ 160,000.00
14	PREFABRICATED BRIDGE DECK WITH ABUTMENTS	LSUM	1	\$ 2	2,000,000.00	\$ 2,000,000.00
15	RAILROAD SIGNAL MODIFICATIONS	LSUM	1	\$	30,000.00	\$ 30,000.00
16	RESTORATION	LSUM	1	\$	75,000.00	\$ 75,000.00
17	TRAFFIC CONTROL	LSUM	1	\$	75,000.00	\$ 75,000.00
18	MOBILIZATION	EACH	1	\$	100,000.00	\$ 100,000.00
		1				

SUBTOTAL \$ 5,146,250.00

CONTINGENCY (30%) \$ 1,543,875.00

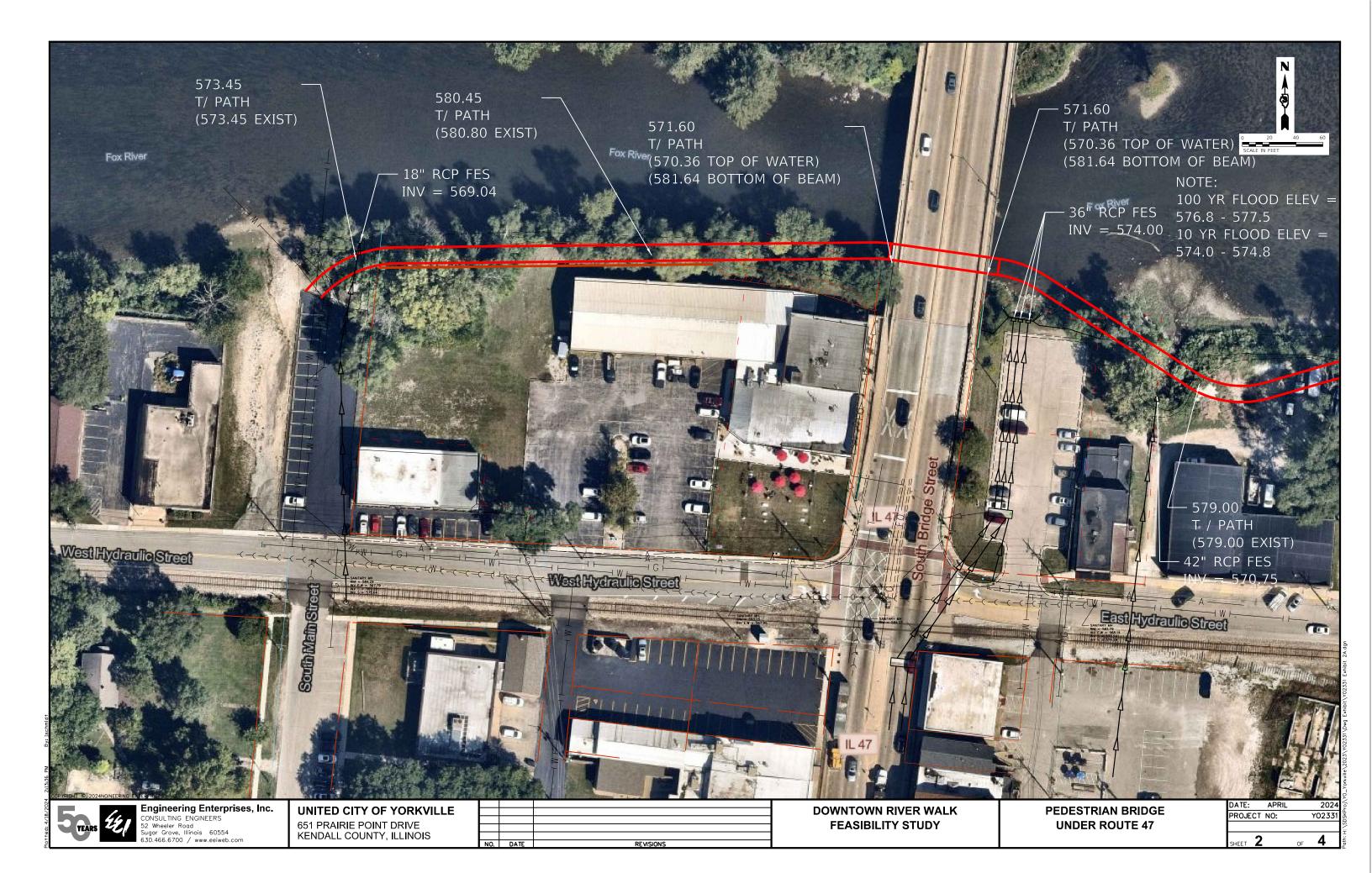
TOTAL \$ 6,690,125.00

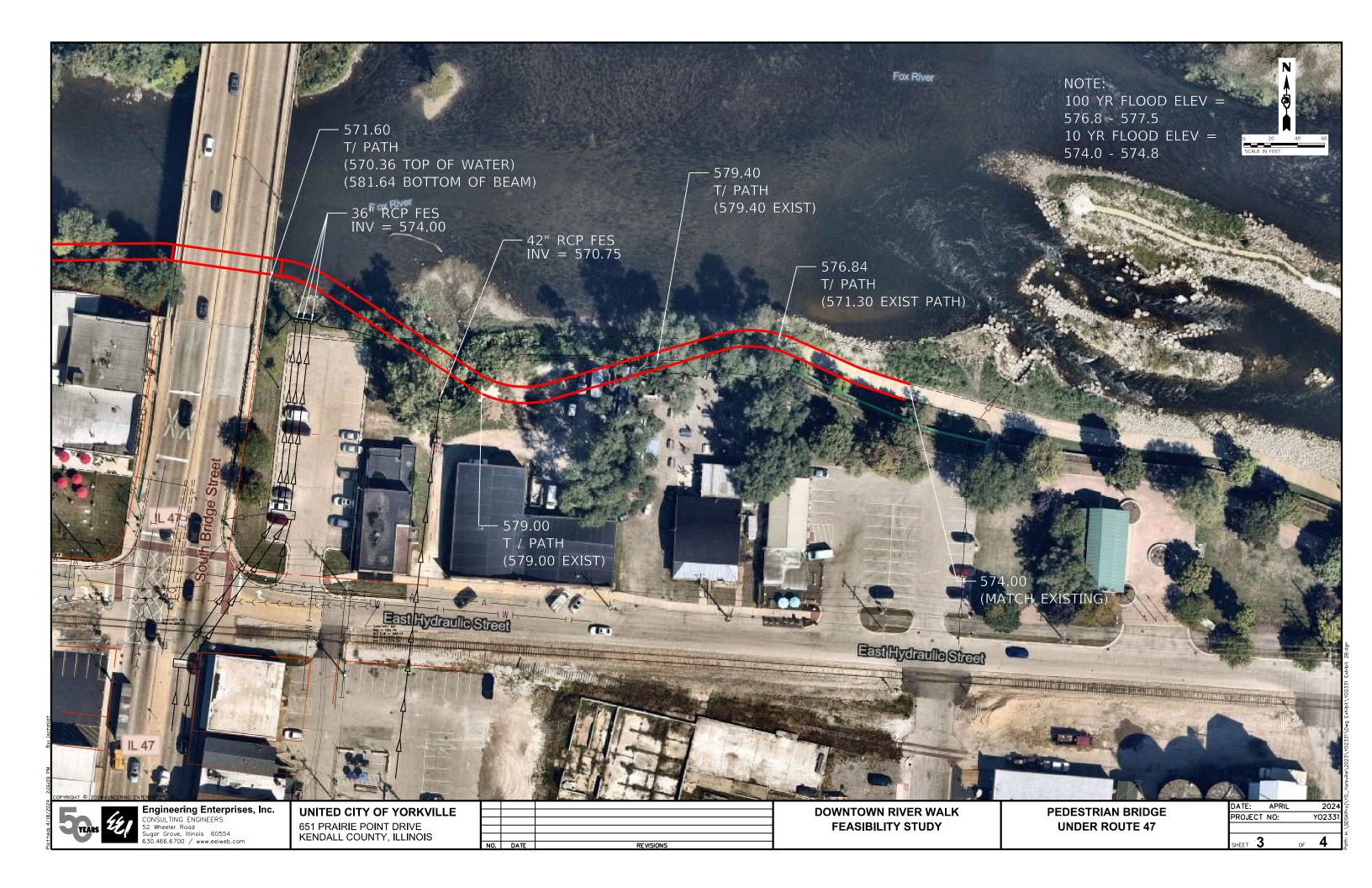
DESIGN ENGINEERING \$ 802,815.00

CONSTRUCTION ENGINEERING \$ 802,815.00

TOTAL PRELIMINARY COST ESTIMATE \$ 8,296,000.00







DATE: PROJECT TITLE:	April 16, 2024 DOWNTOWN RIVERWALK FEASIBILITY STUDY
DESIGNED:	TAW
JOB NO:	YO 2331



MULTIUSE PATH UNDER ROUTE 47

ITEM				UNIT	
	ITEM	UNIT	QUANTITY	PRICE	AMOUNT
1	TREE REMOVAL	UNIT	400	\$ 40.00	\$ 16,000.00
2	EARTH EXCAVATION	CY	1,500	\$ 80.00	\$ 120,000.00
3	FURNISHED EXCAVATION - CLAY SEAL	CY	800	\$ 100.00	\$ 80,000.00
4	STONE RIPRAP, RR6	CY	700	\$ 125.00	\$ 87,500.00
5	AGGREGATE SUBGRADE IMPROVEMENT	CY	1,500	\$ 40.00	\$ 60,000.00
6	AGGREGATE BASE COURSE 6-INCH	SY	1,600	\$ 30.00	\$ 48,000.00
7	PORTLAND CEMENT CONCRETE PAVEMENT 6 INCH	SF	12,300	\$ 25.00	\$ 307,500.00
8	STORM SEWER, 18-INCH	LF	60	\$ 150.00	\$ 9,000.00
9	STORM SEWER, 42-INCH	LF	60	\$ 300.00	\$ 18,000.00
10	PRECAST MODULAR RETAINING WALL	SF	2,300.0	\$ 90.00	\$ 207,000.00
11	HANDRAIL / BIKERAIL	LF	1,350	\$ 250.00	\$ 337,500.00
12	COFFER DAM	LSUM	1	\$ 100,000.00	\$ 100,000.00
13	EASEMENT ACQUISITION	LSUM	1	\$ 10,000.00	\$ 10,000.00
14	COMPENSATORY STORAGE	ACFT	1.8	\$ 90,000.00	\$ 162,000.00
15	RESTORATION	LSUM	1	\$ 75,000.00	\$ 75,000.00
16	TRAFFIC CONTROL	LSUM	1	\$ 50,000.00	\$ 50,000.00
17	MOBILIZATION	EACH	1	\$ 75,000.00	\$ 75,000.00
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SUBTOTAL \$ 1,762,500.00

CONTINGENCY (30%) \$ 528,750.00

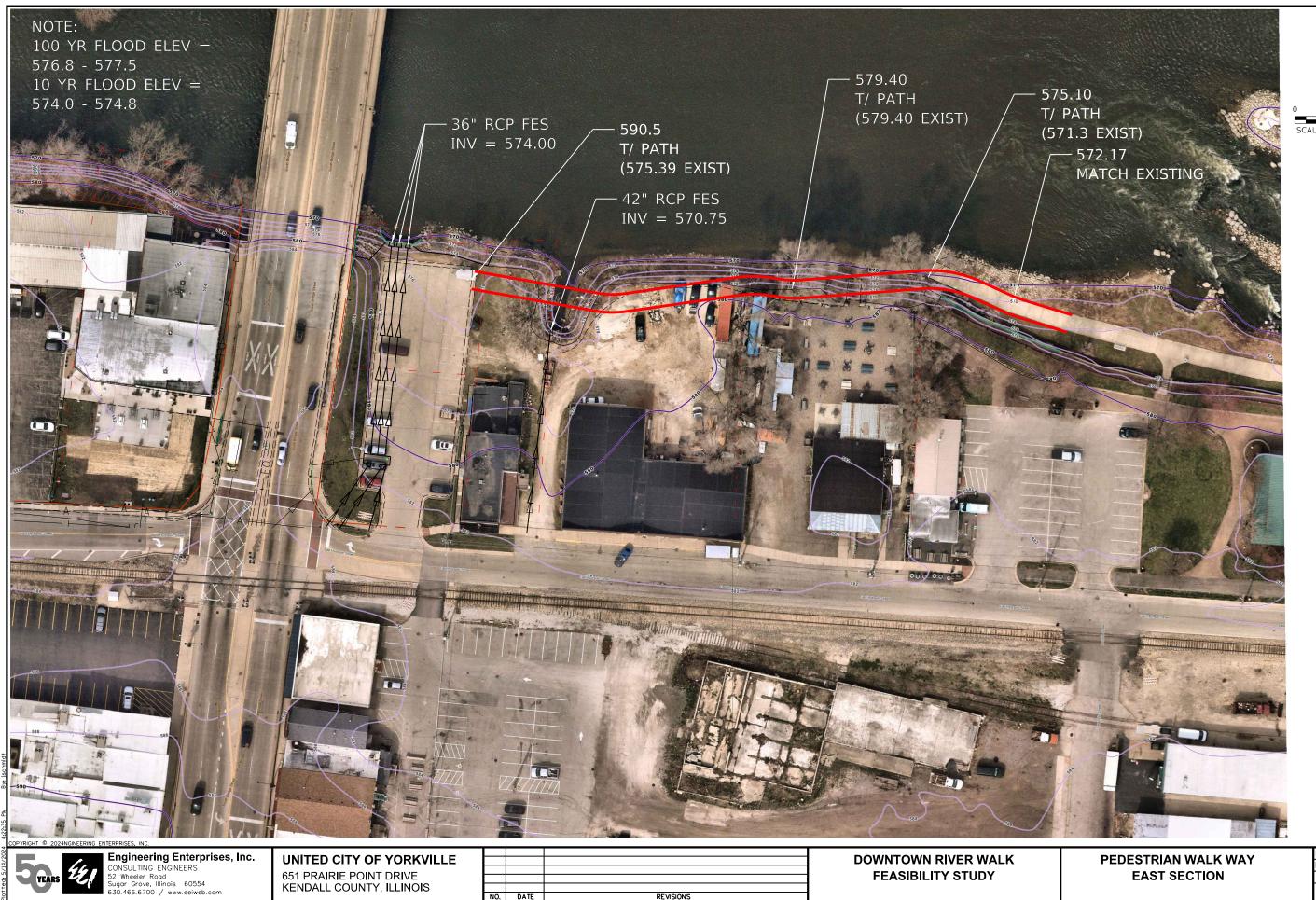
TOTAL \$ 2,291,250.00

DESIGN ENGINEERING \$ 274,950.00

CONSTRUCTION ENGINEERING \$ 274,950.00

TOTAL PRELIMINARY COST ESTIMATE \$ 2,842,000.00



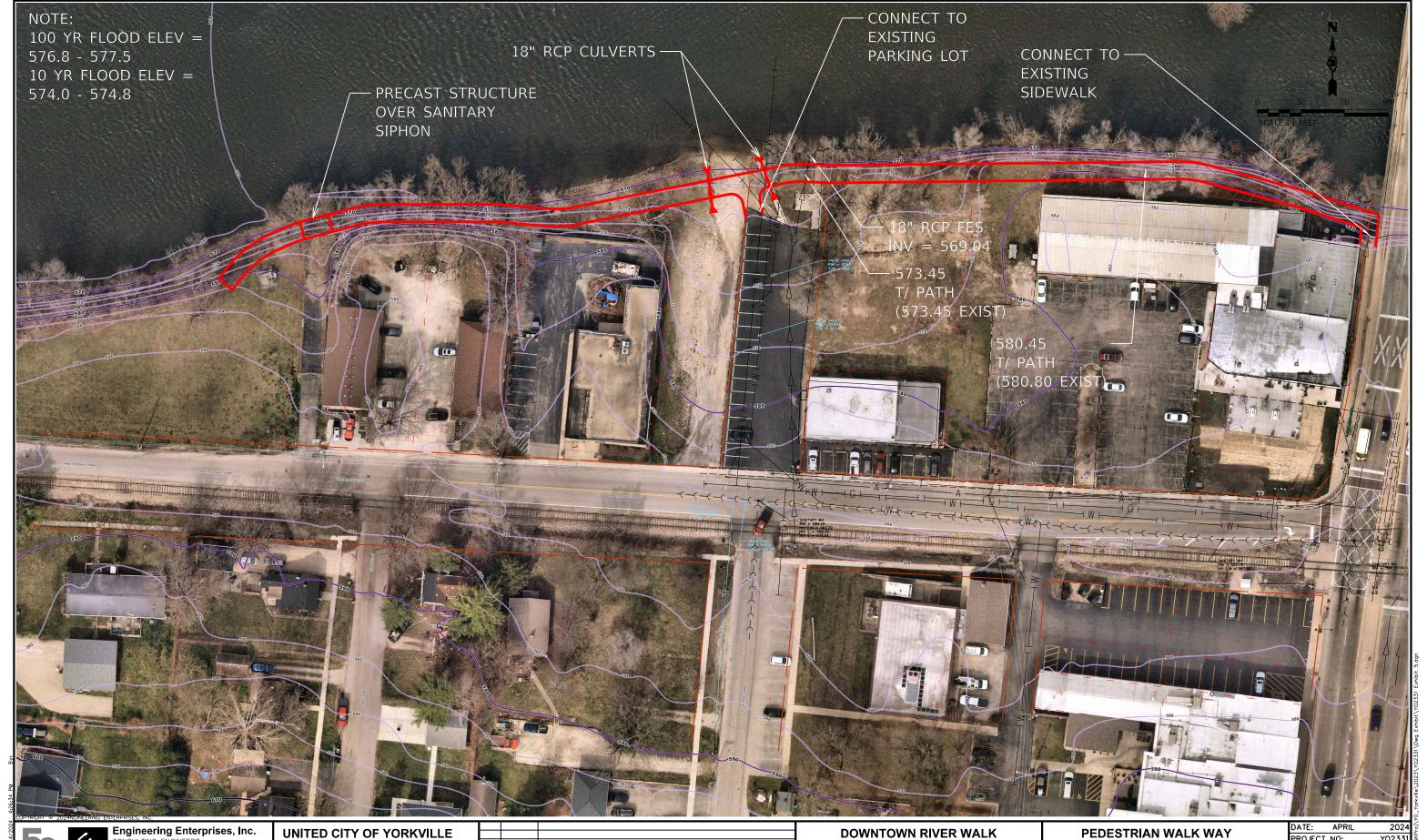


FEASIBILITY STUDY

651 PRAIRIE POINT DRIVE KENDALL COUNTY, ILLINOIS

DATE: APRIL 2024 PROJECT NO: Y02331 6

EAST SECTION



Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Rood
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

651 PRAIRIE POINT DRIVE KENDALL COUNTY, ILLINOIS

FEASIBILITY STUDY

WEST SECTION

DATE:		APRIL		2024	ιο̈́
PROJE	СТ	NO:		Y02331	SKP
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SHEET	6		OF	6	oth: H



PROJECT TITLE:	DOWNTOWN RIVERWALK FEASIBILITY STUDY
DATE:	May 15, 2024
DESIGNED:	TAW
JOB NO:	YO 2331

EAST OF ROUTE 47

ITEM				UNIT	1	
	ITEM	UNIT	QUANTITY	PRICE		AMOUNT
	TREE REMOVAL	UNIT	100	\$ 40.00	\$	4,000.00
2	EARTH EXCAVATION	CY	400	\$ 80.00	\$	32,000.00
3	FURNISHED EXCAVATION - CLAY SEAL	CY	600	\$ 100.00	\$	60,000.00
4	STONE RIPRAP, RR6	CY	600	\$ 125.00	\$	75,000.00
5	AGGREGATE SUBGRADE IMPROVEMENT	CY	1,100	\$ 40.00	\$	44,000.00
6	AGGREGATE BASE COURSE 6-INCH	SY	500	\$ 30.00	\$	15,000.00
7	PORTLAND CEMENT CONCRETE PAVEMENT 6 INCH	SF	3,200	\$ 25.00	\$	80,000.00
9	STORM SEWER, 42-INCH	LF	60	\$ 300.00	\$	18,000.00
10	HANDRAIL / BIKERAIL	LF	320	\$ 250.00	\$	80,000.00
11	COFFER DAM	LSUM	1	\$ 75,000.00	\$	75,000.00
12	EASEMENT ACQUISITION	LSUM	1	\$ 10,000.00	\$	10,000.00
13	COMPENSATORY STORAGE	ACFT	0.6	\$ 90,000.00	\$	54,000.00
14	RESTORATION	LSUM	1	\$ 30,000.00	\$	30,000.00
15	TRAFFIC CONTROL	LSUM	1	\$ 38,000.00	\$	38,000.00
16	MOBILIZATION	EACH	1	\$ 55,000.00	\$	55,000.00

SUBTOTAL \$ 670,000.00

CONTINGENCY (30%) \$ 201,000.00

TOTAL \$ 871,000.00

DESIGN ENGINEERING \$ 105,000.00

CONSTRUCTION ENGINEERING \$ 105,000.00

TOTAL PRELIMINARY COST ESTIMATE \$ 1,081,000.00



JOB NO:	YO 2331
DESIGNED:	TAW
DATE:	May 15, 2024
PROJECT TITLE:	DOWNTOWN RIVERWALK FEASIBILITY STUDY



WEST OF ROUTE 47

ITEM			1	UNIT		
	ITEM	UNIT	QUANTITY	PRICE		AMOUNT
1	TREE REMOVAL	UNIT	600	\$ 40.00	\$	24,000.00
2	EARTH EXCAVATION	CY	900	\$ 80.00	\$	72,000.00
3	FURNISHED EXCAVATION - CLAY SEAL	CY	1,600	\$ 100.00	\$	160,000.00
4	STONE RIPRAP, RR6	CY	1,600	\$ 125.00	\$	200,000.00
5	AGGREGATE SUBGRADE IMPROVEMENT	CY	4,000	\$ 40.00	\$	160,000.00
6	AGGREGATE BASE COURSE 6-INCH	SY	1,200	\$ 30.00	\$	36,000.00
7	PORTLAND CEMENT CONCRETE PAVEMENT 6 INCH	SF	8,300	\$ 25.00	\$	207,500.00
8	STORM SEWER, 12-INCH	LF	40	\$ 140.00	\$	5,600.00
9	STORM SEWER, 18-INCH	LF	60	\$ 150.00	\$	9,000.00
10	PRECAST STRUCTURE OVER SANITARY SIPHON	LSUM	1.0	\$ 100,000.00	\$	100,000.00
11	HANDRAIL / BIKERAIL	LF	830	\$ 250.00	\$	207,500.00
12	COFFER DAM	LSUM	1	\$ 100,000.00	\$	100,000.00
13	EASEMENT ACQUISITION	LSUM	1	\$ 10,000.00	\$	10,000.00
14	COMPENSATORY STORAGE	ACFT	3.8	\$ 90,000.00	\$	342,000.00
15	RESTORATION	LSUM	1	\$ 75,000.00	\$	75,000.00
16	TRAFFIC CONTROL	LSUM	1	\$ 50,000.00	\$	50,000.00
17	MOBILIZATION	EACH	1	\$ 75,000.00	\$	75,000.00
	1	1			_	

SUBTOTAL \$ 1,834,000.00

CONTINGENCY (30%) \$ 551,000.00

TOTAL \$ 2,385,000.00

DESIGN ENGINEERING \$ 287,000.00

CONSTRUCTION ENGINEERING \$ 287,000.00

TOTAL PRELIMINARY COST ESTIMATE \$ 2,959,000.00

